WILDWOOD

# CITY COUNCIL AGENDA

**COUNCIL CHAMBERS**
**7:30 P.M.**
**03/28/16**

**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 – March 14, 2016 Work Session & Regular Agenda Minutes

Documents: DRAFT MARCH 14, 2016 MINUTES.PDF

V. MAYOR APPOINTMENTS/ANNOUNCEMENTS

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

VIII. LEGISLATION

VIII.I. UNFINISHED BUSINESS

VIII.I.A. 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* (Second Reading) (Ward – Eight)

Documents: 2162 BUTLER DURRELL-HISTORIC REGISTRY.PDF

VIII.I.B. 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* (Second

Reading) (Ward – One)

Documents: 2163 WATER COMPANY RELOCATION-COMMUNITY PARK.PDF

VIII.I.C. 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) *Recommended by the Department of Public Works* (Second Reading) (Wards – One and Eight

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

VIII.I.D. 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. *Recommended by the Planning/Economic Development/Parks Committee* (Second Reading) (Wards – All)

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

VIII.II. NEW BUSINESS

VIII.II.A. BILL #2166

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING A CHANGE TO PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2042, WHICH WOULD TRANSFER THE RESPONSIBILITY OF MAINTAINING AN ELEVEN (11) FOOT WIDE LANDSCAPE EASEMENT AREA THAT IS LOCATED IN THE WILDWOOD TRAIL SUBDIVISION FROM THAT HOMEOWNERS ASSOCIATION TO THE TOWNS AT WINDRUSH SUBDIVISION'S HOMEOWNERS ASSOCIATION, ALL BEING CONSISTENT WITH THE PLANNING AND ZONING COMMISSION'S LETTER OF RECOMMENDATION ON THIS MATTER DATED MARCH 7, 2016. *Recommended by the Planning and Zoning Commission* (First Reading) (Ward – Eight)

Documents: 2166 PZ 3,4,5, AND 6-14 WILDWOOD TRAIL SUBDIVISION.PDF

VIII.II.B. BILL #2167

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE ANY AND ALL AGREEMENTS WHICH ARE NECESSARY FOR THE MIGRATION OF THE EMPLOYEE RETIREMENT PLAN TO AMERICAN UNITED LIFE INSURANCE COMPANY, INCLUDING ASSOCIATED ADVISORY AGREEMENTS WITH R. T. JONES CAPITAL EQUITIES MANAGEMENT, INC., MESIROW FINANCIAL INVESTMENT MANAGEMENT, INC., AND CUTTER & COMPANY. *Recommended by the Administration/Public Works Committee Meeting* (First Reading) (Wards – All)

Documents: 2167 EMPLOYEE RETIREMENT PLAN.PDF

VIII.II.C. BILL #2168

AN ORDINANCE AMENDING TWO SECTIONS OF CHAPTER 110 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE. *Recommended by the City Attorney* (First Reading) (Wards – All)

Documents: 2168 AMENDING CHAPTER 110.PDF

VIII.II.D. BILL #2169

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WILDWOOD, TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE, BY ADDING A WET WEATHER TRAIL POLICY IN CHAPTER 235: Parks and Recreation Regulations. *Recommended by the Planning/Economic Development/Parks Committee* (Wards – All)

Documents: 2169 WET WEATHER TRAIL POLICY.PDF

VIII.III. RESOLUTIONS

VIII.III.A. RESOLUTION #2016-08

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A PURCHASE ORDER FOR A NEW GATE STRUCTURE, WITH KEYPADS, FOR THE CITY'S DOG PARK FACILITY IN COMMUNITY PARK. *Recommended by the Planning/Economic Development/Parks Committee* (Wards – All

Documents: 2016-08 DOG PARK ENTRY MANAGEMENT SYSTEM.PDF

IX. 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. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall, (636) 458-0440 at Least 48 Hours in Advance.

WILDWOOD

CITY OF WILDWOOD

**MARCH 14, 2016 RECORD OF PROCEEDINGS**

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

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The meeting was called to order at 7:50 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 Sue Cullinane
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:**

None

**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. Laura Rechtin, Deputy City Clerk

DRAFT

## PLEDGE OF ALLEGIANCE

Mayor Woerther led the Pledge of Allegiance.

## APPROVAL OF MINUTES

The minutes of the February 22, 2016, City Council meeting were submitted for approval. A motion was made by Council Member McGowen, seconded by Council Member Baugus, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## MAYOR APPOINTMENTS/ANNOUNCEMENTS

**Presentation to Ryan S. Thomas, City Administrator, on his twenty (20) years of service to the City of Wildwood**

Mayor Woerther presented City Administrator Thomas a plaque and thanked him for his many years of service to the City of Wildwood.

**Jerry W. Porter - Ward Six City Council Member for remaining term to April 2016**

Mayor Woerther asked the City Council to approve his recommendation to appoint Mr. Jerry Porter to the City Council to represent Ward Six to fill the unexpired term. A motion was made by Council Member Marshall, seconded by Council Member Bowlin, to approve the Mayor's recommendation to appoint Mr. Jerry Porter to the City Council.

A roll call vote was taken with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – None
**Whereupon Mayor Woerther declared the motion passed.** Deputy City Clerk Rechtin swore in Mr. Jerry Porter.

**Bills #2149 and #2150 – Veto Message**
Mayor Woerther read his veto message.

Mr. Bill Kennedy, 48 Rockwood Forest Ridge, made comments regarding the increase in compensation for elected officials. Mr. Kennedy discussed some of the reasoning behind increased compensation. Mr. Kennedy gave a history of how the compensation was determined when the City was being incorporated. Mr. Kennedy stated many of the original Council Members donated their compensation the first year back to the City. Mr. Kennedy spoke in opposition of the increase in compensation for elected officials. Mr. Kennedy gave possible resolutions or actions the Council should consider regarding this matter.

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

A motion was made by Council Member McGowen, seconded by Council Member Marshall, to override the Mayor's veto of Bill #2149.

A roll call vote was taken with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Bowlin, Porter, Cox, Dodwell, and Marshall
Nays – Cullinane, Baugus and Manton

Absent – None
**Bill #2149 passed and it became ORDINANCE #2149.**

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

Council Member Bowlin read comments regarding his motion to override the Mayor's veto of Bill #2150.

A motion was made by Council Member Bowlin, seconded by Council Member Levitt, to override the Mayor's veto of Bill #2150.

A roll call vote was taken with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Bowlin, Porter, Cox, Dodwell, and Marshall
Nays – Cullinane, Baugus and Manton
Absent – None
**Bill #2150 passed and it became ORDINANCE #2150.**

**PUBLIC PARTICIPATION**

Mr. Rick Stream, State Senate Candidate, introduced himself and welcome the Council to contact him at any time.

Mr. David Stokes, 7220 Green Way, stated he was with the Great Rivers Habitat Alliance and spoke regarding the Maryland Heights Resolution. Mr. Stokes thanked the Council for talking about this issue regardless of what they decide.

Mr. Jim Van Nest, 17133 Windsor Crest Blvd, spoke in favor of Bill #2159.

Mr. Tom Cummings, Payne Family Homes, thanked the City Council for their time and asked for clarification on what the next step was.

**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)**

**A response to the recording of a Record Plat, which was authorized on October 26, 2015 by the City Council, which established a landscape easement and arrangement for its on-going maintenance, regarding P.Z. 3, 4, 5, and 6-14 Wildwood Trail Subdivision - R-4 7,500 square foot Residence District, with a Planned Residential Development Overlay District (PRD); east side of State Route 109, north of Manchester Road (Locator Numbers 24V440122 and 24V440104/Street Addresses: 2516 and 2520 Highway 109). The recording of the Record Plat transferred the responsibility for an eleven (11) foot wide landscape easement area located on Lot 9 of the Wildwood Trail Subdivision from that Homeowners Association to the Towns at Windrush Homeowners Association, given this buffer was intended to be installed within that subdivision. (Ward - Eight)**

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

Director of Planning and Parks Vujnich reviewed the background and the letter of recommendation from the Planning and Zoning Commission regarding the transfer of the easement. Director of Planning and Parks Vujnich stated the Site Specific Ordinance needs to be modified to show what the record plat shows.

A motion was made by Council Member Baugus, seconded by Council Member McGowen, to authorize the Department of Planning to prepare the necessary legislation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**UNFINISHED 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 RECOMMENDATION REPORT PREPARED BY THE PLANNING AND ZONING COMMISSION DATED FEBRUARY 1, 2016.** ***Recommended by the Planning and Zoning Commission*** **(Second Reading) (Ward - Eight)**

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

A roll call vote was taken for passage and approval of Bill #2157 with the following results:
Ayes – Stine, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, Marshall, and Manton
Nays – Bowlin
Absent – None
Abstain – Levitt and Porter
**Whereupon Mayor Woerther declared Bill #2157 approved, passed and it became ORDINANCE #2157.**

**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)**

A motion was made by Council Member Bowlin, seconded by Council Member Dodwell, for the second 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 second time by title only.

A roll call vote was taken for passage and approval of Bill #2158 with the following results:
Ayes – Stine, Levitt, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Porter, Cox, Dodwell, Marshall, and Manton
Nays – McCutchen
Absent – None
**Whereupon Mayor Woerther declared Bill #2158 approved, passed and it became ORDINANCE #2158.**

**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)**

A motion was made by Council Member Manton, seconded by Council Member Cox, for the second 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 second time by title only.

A roll call vote was taken for passage and approval of Bill #2159 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Porter, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – None
**Whereupon Mayor Woerther declared Bill #2159 approved, passed and it became ORDINANCE #2159.**

**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)**

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

A roll call vote was taken for passage and approval of Amended Bill #2160 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Porter, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – None
**Whereupon Mayor Woerther declared Amended Bill #2160 approved, passed and it became ORDINANCE #2160.**

**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)**

A motion was made by Council Member McGowen, seconded by Council Member Goodson, for the second 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 second time by title only.

A roll call vote was taken for passage and approval of Bill #2161 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – None
Abstain – Porter
**Whereupon Mayor Woerther declared Bill #2161 approved, passed and it became ORDINANCE #2161.**

**NEW BUSINESS**

**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)**

A motion was made by Council Member Garritano, seconded by Council Member Goodson, for the first reading of Bill #2162. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2162 was read for the first time by title only.

**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)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, for the first reading of Bill #2163. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2163 was read for the first time by title only.

**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)**

A motion was made by Council Member Goodson, seconded by Council Member McGowen, for the first reading of Bill #2164. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2164 was read for the first time by title only.

**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)**

A motion was made by Council Member Baugus, seconded by Council Member Cullinane, for the first reading of Bill #2165. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2165 was read for the first time by title only.

**RESOLUTION(S) – None**

**OTHER**

**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)**

Director of Planning and Parks Vujnich stated the Planning and Zoning Commission was in receipt of a correspondence from the owner of the Wildwood Memorial Gardens seeking the Commission's consideration of a change to the use of one (1) of the two (2), five (5) acre lots. Director of Planning and Parks Vujnich stated the new activity would allow the scattering of composted pet cremains on this portion of the collective site. Director of Planning and Parks Vujnich stated the Planning and Zoning Commission considered the request and, although not typical, the members do believe that such an additional activity at the location, given the appropriate protections and design components, can be added. Director of Planning and Parks Vujnich stated the Planning and Zoning Commission was recommending the existing Conditional Use Permit (CUP) be amended.

Council Member Bowlin stated it needs to reference that the City Council can change the deed restriction in the future

**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)**

Director of Planning and Parks Vujnich stated the Planning and Zoning Commission was 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. Director of Planning and Parks Vujnich stated the Planning and Zoning Commission reviewed the Site Development Plan (SDP) and is supportive of the approximately two thousand (2,000) foot length of trail.

**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.**

Discussion was held regarding the following: the city has no business sticking their heads in this; we wouldn't want Maryland Heights involved in our affairs.

DRAFT

**CONTINUED FROM WORK SESSION**

**COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)**

**Planning/Economic Development/Parks Committee**
**Dog Park Entry Management System (Wards – All)**

Director of Planning and Parks Vujnich stated the Committee had been exploring other options for the purposes of accessing the City's dog park facility safely and reliably. Director of Planning and Parks Vujnich stated the Committee recommends the use of a battery-powered keypad that would be placed on both the interior and exterior of the current outer gate. Director of Planning and Parks Vujnich stated the fabrication of this gate and related keypad entry system has been priced at four thousand five hundred dollars ($4,500.00). Director of Planning and Parks Vujnich stated the Committee, acting at its February 23, 2016 meeting and, by a vote of 5 to 1, is recommending this option for access control.

A motion was made by Council Member Baugus, seconded by Council Member Dodwell, to authorize the Department of Planning and Parks to prepare a Resolution endorsing the Planning/Economic Development/Parks Committee's recommendation. A voice vote was taken with an affirmative result and the motion was declared passed (McCutchen voted Nay).

**Wet Weather Trail Policy (Wards - All)**

Director of Planning and Parks Vujnich stated the Committee was asked by the Department of Planning and Parks to consider adopting a Wet Weather Policy that would include the needed items to address the safety of users, the protection of the environment, and the preservation of the trail, which reduces the needed resources to repair them, if no policy were in place. Director of Planning and Parks Vujnich stated this policy would be based upon an honor system and although not all users will adhere to the policy, in other jurisdictions compliance is generally good.

A motion was made by Council Member Dodwell, seconded by Council Member Manton, to authorize the Department of Planning and Parks to prepare the necessary legislation adopting the proposed Wet Weather Trail Policy as recommended by the Planning/Economic Development/Parks Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

Director of Planning and Parks Vujnich stated representatives with the *Queeny Park Equestrian Events* and *Knights of Columbus Council at the St. Alban Roe Parish* contacted the City of Wildwood at the beginning of 2016 about a tack swap meet/sale and a planned car show they would like to host in the City's Town Center Area. Director of Planning and Parks Vujnich stated given the completion of the Event Partnership Agreements, the lack of conflict in the intended use dates with any other City events or the facilities themselves, the benefits derived from this charitable organization and the not-for-profit, the Committee was recommending the Event Partnership Agreements be supported by the City Council and that it authorize staff to advise the applicants of these favorable actions.

A motion was made by Council Member Goodson, seconded by Council Member Garritano, to approve both Event Partnership Agreements. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

Director of Planning and Parks Vujnich stated the on-going and long-term maintenance costs would be presented to the City Council each month.

**ADJOURNMENT**

A motion was made by Council Member Cox, seconded by Council Member Marshall, 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 9:33 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, MARCH 14, 2016
## 6:00 P.M.

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

**MAYOR'S COMMENTS/ANNOUNCEMENTS/APPOINTMENTS - None**

**CITY ADMINISTRATOR DISCUSSION ITEMS**

**Presentation of the Final Draft of the City of Wildwood Economic Development Plan by Consultant, Houseal Lavigne Associates (Wards – All)**

City Administrator Thomas introduced Mr. Drew Awsumb from Houseal Lavigne Associates who presented the final draft of the City of Wildwood Economic Development Plan. Mr. Awsumb gave a PowerPoint presentation of the Wildwood Economic Development Strategic Plan and asked the City Council to forward any comments and questions to City Administrator Thomas over the next two (2) weeks. Mr. Awsumb stated that after all comments have been received they will set up a one year agenda and identify lead roles. Mr. Awsumb stated they will also add in quarterly outcomes, benchmarks of where the City should be and who is responsible.

Discussion was held regarding the following: consultants will provide a final draft after comments to the Economic Development Task Force in April; after endorsements from committees the final draft will come back to Council as a Resolution; benefit of the walk-to community; have we talked to residents in the areas; what are those individuals

looking for, reach out to them; is there a listing of what space is available in Town Center and is that being shared with developers across the county; the city website shows commercial space and properties available; do we have a strong tie with West County Chamber of Commerce; has there been an analysis of any festivals or big events looking for a new location, something that would rent the whole hotel or go on for the whole weekend; maybe we could partner with Missouri Conservation Department with events held at the parks; who is going to drive and monitor this process; thank you for recognizing the treasure that is Old Manchester Road.

**Update on Development Finance Group's Meeting Regarding a Public Financing Proposal from Payne Family Homes (Main Street Crossing Project) (Ward – Eight)**

Director of Planning and Parks Vujnich reviewed the report from the Development Finance Group. Director of Planning and Parks Vujnich stated the group met with the applicant to address some of the referenced misunderstandings that were described by Payne Family Homes at the City Council meeting on this matter, as well as to have an understanding of the applicant's intent in terms of any payments or planned participation in regards to the cost of these collective required roadway improvements. Director of Planning and Parks Vujnich stated the Development Finance group still has reservations regarding this request and cannot support the City's sharing in the cost of these improvements beyond the $82,161.67 West TGA Fund contribution and future TGA funds from development of the commercial outlots.

Mr. Tom Cummings, Payne Family Homes, introduced his team and was available for comments and questions. Mr. Cummings stated they were disappointed but want to engage the city in future discussions and work something out. Mr. Cummings respectfully asked the City Council to direct the Development Finance Group to engage in further discussions.

Discussion was held regarding the following: the contribution that Payne Family Homes is responsible for would be reduced; so we are crediting the $82,000 and hoping to receive the TIP; the numbers aren't adding up; without help from the city, the project is not viable for Payne; from the beginning they were told what they would be responsible for; we have never provided assistance to a residential development; Main Street and Eatherton Road improvements were part of the Ordinance as well as the Letter of Recommendation from the Planning and Zoning Commission; the City can meet with them again but when we sat down the last time and asked what they are putting on the table, they said $400,000.00 and have offered no increase; seems like we still have some time to discuss this; need a better understanding and clear and concise numbers.

Work Session was adjourned at 7:42 p.m.

DRAFT

**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

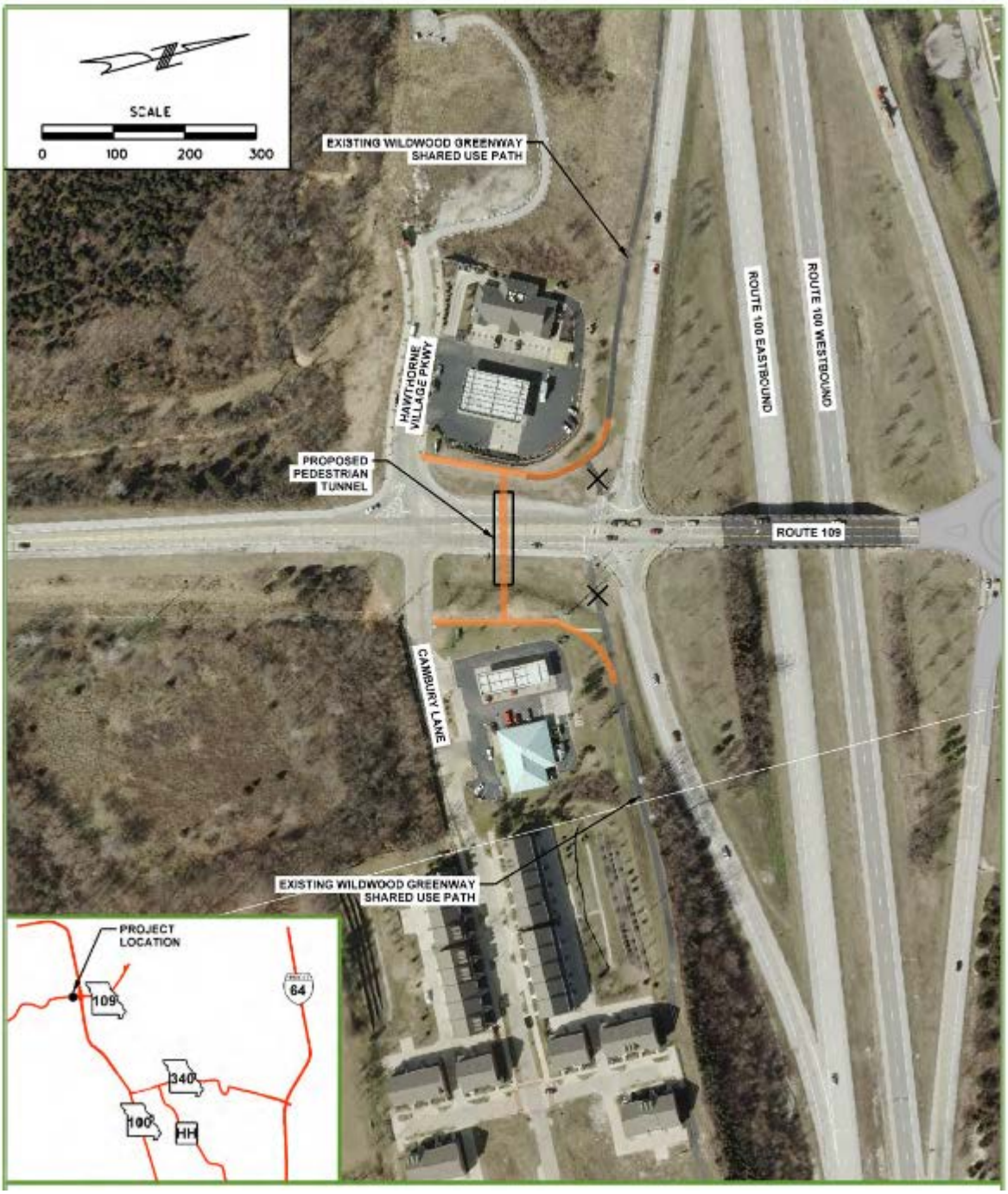

Exhibit B – Project Schedule

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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| V. | Statements and Payrolls | 5 |
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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.

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**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.

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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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Eastport Business Center 1
100 Lanter Court, Suite 1
Collinsville, IL 62234
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*fax* 618.345.7233

MISSOURI
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720 Olive, Suite 700
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*fax* 314.588.9605

www.oatesassociates.com

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.

**BILL NO.: 2166** **ORDINANCE NO.: 2166**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING A CHANGE TO PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2042, WHICH WOULD TRANSFER THE RESPONSIBILITY OF MAINTAINING AN ELEVEN (11) FOOT WIDE LANDSCAPE EASEMENT AREA THAT IS LOCATED IN THE WILDWOOD TRAIL SUBDIVISION FROM THAT HOMEOWNERS ASSOCIATION TO THE TOWNS AT WINDRUSH SUBDIVISION'S HOMEOWNERS ASSOCIATION, ALL BEING CONSISTENT WITH THE PLANNING AND ZONING COMMISSION'S LETTER OF RECOMMENDATION ON THIS MATTER DATED MARCH 7, 2016.** (Ward Eight)

**WHEREAS**, the development of the Wildwood Trail Subdivision led to the discovery that a landscape easement area for the adjoining residential subdivision had not been properly located and, in fact, was on the wrong property; and

**WHEREAS**, this discovery led to the determination a landscape easement area that was required on the northern boundary of the northernmost lot of the Towns at Windrush Subdivision had been placed and developed on the adjoining property, now the planned location of a twenty (20) lot residential subdivision called Wildwood Trail; and

**WHEREAS**, the developer of this subdivision agreed to preserve this landscape area by creating an easement for it and have the Wildwood Trail Subdivision eventually maintain it under the authority of its Homeowners Association; and

**WHEREAS**, the residents of the Towns at Windrush Subdivision asked if the rights of maintenance could be transferred to them since they have been maintaining it for a number of years (since its installation by McBride and Son Homes); and

**WHEREAS**, the developer agreed to this request, but after the site-specific ordinance had already been approved with the maintenance of the landscape area dedicated to the Wildwood Trail Subdivision's Homeowners Association; and

**WHEREAS**, however, when the Record Plat was submitted, the ordinance approving it assigned the maintenance and upkeep responsibility of this area to the Towns at Windrush Subdivision and it was recorded as such, which then placed it inconsistent with the governing site ordinance; and

**WHEREAS**, this inconsistency had to be addressed, leading the Planning and Zoning Commission to hold a hearing upon it and complete a recommendation report that transferred the rights of maintenance and upkeep from the Wildwood Trail Subdivision to the Towns at Windrush Subdivision, given the relative circumstances leading to the request itself, i.e. the original placement of the landscape easement area on the wrong property, its maintenance by the Towns at Windrush Subdivision for many years, and the willingness of Pulte Homes of St. Louis to allow for this switch of oversight of this area; and

**WHEREAS**, with the completion of its review and the accompanying action by the Planning and Zoning Commission, its report was forwarded to the City Council for its consideration at a public hearing on this matter, which was held on March 14, 2016; and

**WHEREAS**, at the conclusion of the public hearing, the City Council supported this change, and noted its agreement with the rationales in the Planning and Zoning Commission's report, and authorized legislation to be prepared for its further consideration; and

**WHEREAS**, this action relative to this existing Planned Residential Development Overlay District (PRD) ordinance met the posting and public notifications requirements of the City and has been determined by the City Council to be an appropriate application of its authority in terms of land use decisions that benefit 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 of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby, amended to reflect the defined amendment to Planned Residential Development Overlay District (PRD) Ordinance #2042, as set forth below, for the following described land

*A tract of land being part of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 44 North, Range 3 East of the Fifth Principal Meridian located in the City of Wildwood, St. Louis County, Missouri being more particularly described as follows:*

*Beginning at the intersection of the northern line of the Southeast 1/4 of the Southeast 1/4 of Section 2 with the eastern right-of-way line of Missouri State Route 109, variable width, said point being located 75.00 feet perpendicular distance right of Centerline Station 9+27.04 from which a found Right-of-Way marker bears N81 degrees 39 minutes 31 seconds East, 0.24 feet; thence along said north line South 88 degrees 51 minutes 00 seconds East, 579.02 feet to the east line of above said Section 2; from which a found Bolt, bears South 72 degrees 53 minutes 22 seconds East, 0.18 feet; thence along said east line, South 00 degrees 51 minutes 30 seconds West, 329.92 feet to a found Iron Rod at the northeast corner of Lot 11 of Towns at Windrush, a subdivision according to the plat thereof as recorded in Plat Book 353, Pages 976 and 977 of the St. Louis County records; thence along the north lines of said subdivision and a tract of land as conveyed to the Metro West Protection District by instrument recorded in Book 10644, page 1550 of above said records, North 88 degrees 51 minutes 00 seconds West, 649.62 feet to the eastern right-of-way line of above said Missouri State Route 109, from which a found right-of-way marker bears South 10 degrees 46 minutes 51 seconds East, 2.10 feet; thence along said right-of-way line, North 12 degrees 56 minutes 58 seconds East, 337.04 feet to the Point of Beginning and containing 202,674 square feet or 4.652 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on February 11, 2014.*

**Section Two.** The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Code, 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 March 7, 2016, which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

## 1. PERMITTED USES

a. This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of **twenty (20)**, detached single family dwellings, with common ground, and all permitted accessory structures normally found in conjunction with the primary uses.

## 2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

a. Each detached dwelling unit shall be located on an individual lot of record that is a minimum of **4,500 square feet** in size. The minimum width of any lot within this P.R.D. Overlay District shall be **forty-five (45) feet** in distance, except for those properties located within a cul-de-sac, which shall be as approved by the Planning and Zoning Commission on the Site Development Plan. This width shall be measured at the front building line.

b. All detached single family dwellings shall have a minimum finish floor elevation of their front porches of **eighteen (18) inches** in height above the adjoining sidewalk grade. All dwelling units shall have a front porch, which must extend access **at least twenty percent (20%)** of the façade's elevation facing the frontage line, at a minimum depth of no less than six (6) feet. No building facade shall show more than four (4) corners to the frontage line or as approved by the Architectural Review Board on the required elevations.

c. No building and/or structure shall be more than two (2) stories above final grade, as measured from the front building line on any individual lot.

d. Direct residential drive access shall be allowed for up to **twenty (20)** of the single family detached units within this development from its internal street, but the garage door(s) on each unit must be a minimum of **seven point five (7.5)** feet behind an imaginary line formed by an extension of the front elevation of the dwelling (including the front porch) parallel to the lot's frontage. Individual garage doors shall not be greater than **twelve (12) feet** in width, **unless acceptable alternatives are otherwise approved by the Planning and Zoning Commission, as part of its review of the Site Development Plan,** and must be **carriage types**, including windows, and incorporate other architectural treatments, as determined by the City's Architectural Review Board to be appropriate, to lessen their prominence within the visual corridor formed by these interior streets within the development, unless a suitable alternative design is provided for these openings. **The developer shall provide a minimum of two (2) options that incorporate these requirements to the Planning and Zoning Commission for its consideration, as part of the Site Development Plan review and action process, regarding the front of the garages that further reduces their prominence from the abutting street view. Architectural type shingle selections shall be required on all residential units of a minimum thirty (30) year standard.**

e. The first story, interior clear height for all single family dwellings shall be not less than **nine (9) feet**.

f. Detached single family dwelling units, which face the frontage line, but also places the side of the building along another right-of-way, shall be designed to incorporate the elements of the front facade along that portion of the structure. The placement and design of these units shall be approved by the Planning and Zoning Commission on the Site Development Plan and the elevations of these units by the Architectural Review Board.

g. The proposed architectural design, character, and style of all buildings and dwelling units 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, **excepting no vinyl siding shall be allowed on any dwelling unit within the boundaries of this Planned Residential Development Overlay District (PRD). All materials used on any facade of a residential unit shall be fiber cement siding and backer, board, wood, brick, and/or stone**. 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 Planned Residential Development Overlay District in terms of material, color, and style.

## 3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the P.R.D. Overlay District approval by the City Council, 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. Where due cause is shown by the developer, time intervals may be extended once by the Planning and Zoning Commission in accord with requirements of Section 420.060 of the City of Wildwood Zoning Ordinance. 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 numbered lot plan with setback lines from all streets and roadways on and adjacent to the property. A typical lot diagram, indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement.
c. The location and size of all parking areas, pavement widths, and right-of-way dedications of all internal roadway improvements and drives.
d. 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.
e. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening with existing and proposed improvements, and general location, size, right-of-way, and pavement width of all interior drives.
f. The location and size of all freestanding signs, lighting, fences, sidewalks, and other above ground structures, except retaining walls less than two (2) feet in height per section.
g. Existing and proposed contours at vertical intervals of not more than two (2) feet.

h. General location of sanitary sewer facilities.
i. Parking and density calculations.
j. Conceptual location and size of common ground areas.
k. A typical section of the proposed road indicating the placement and design of required streetscape improvements.
l. 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 Ordinance 410 and accompanying Tree Manual.
m. An inventory of the percent of tree canopy or individual trees to be retained on the site.
n. Location of all existing and proposed easements.
o. All other information not mentioned above, but required on a preliminary plat in accord with Section 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:

**Build-To Lines - Residential**

a. **Any building or structure, other than boundary and/or retaining walls, fences, detention facilities, and/or light standards, shall adhere to the following build-to lines, as specified in the Town Center Plan's Neighborhood Design Standards:**

   i. **Twenty (20)** feet from any right-of-way line.
   ii. **Six (6) feet** for any side yard property line and ten (10) feet for side yard areas that abut the perimeter of the Planned Residential Development Overlay District.
   iii. **Fifteen (15) feet from any rear yard property line.**

**Miscellaneous Setbacks - General**

b. A minimum **eleven (11) foot wide buffer strip** shall be provided along the entire eastern boundary line of this Planned Residential Development Overlay District. Within this eleven (11) foot buffer strip, the developer shall be required to install landscaping consistent with the requirements of City of Wildwood's Tree Manual and Sustainable Plantings Guide. The design of this landscaping shall be reviewed and acted upon by the Planning and Zoning Commission, as part of the Landscape Plan/Site Development Plan submittal. A registered Landscape Architect shall sign and seal this plan. Other amenities may be required by the Planning and Zoning Commission as part of this review, i.e. benches and fencing.

**Parking Setbacks – Residential**

c. All parking stalls or loading spaces, excluding points of ingress or egress for the detached dwelling units, shall be located behind **the edge of the public right-of-way** a minimum of twenty-seven point five (27.5) feet, **excepting cul-de-sac lots. Parking setback requirements for cul-de-sac lots and driveway widths serving required parking spaces, specifically between the edge of the public right-of-way and the front building line, shall be as approved by the Planning and Zoning Commission on the Site Development Plan, but be minimized in their respective distances to the greatest extent possible.**

**Access and Roadway Improvements**

d. Dedicate the required amount of right-of-way and/or easements along this property's State Route 109 frontage to the Missouri Department of Transportation (MoDOT) for public roadway purposes. Improvements to State Route 109 shall conform to the requirements of the Missouri Department of Transportation (MoDOT) and the City of Wildwood's Street Specifications of the Town Center Plan, as directed and approved by the State of

Missouri and the City of Wildwood's Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of State Route 109 and directed by the Department of Public Works.

e. Establish a minimum fifty (50) foot wide public right-of-way for the construction (extension of Viola Gill Lane) of a twenty-seven (27) foot wide pavement (including concrete vertical curb and gutter) and five (5) foot sidewalks on both sides of this internal roadway, which adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan. Along with this dedication of fifty (50) feet of right-of-way, the developer shall provide a five (5) foot wide roadway, maintenance, landscaping, sewer, sidewalk, and utility easement along both sides of this public dedication area.

f. Any planned traffic island/cul-de-sac shall be designed and constructed by the developer of this residential subdivision in accordance with City of Wildwood standards, and as directed by the Department of Public Works. The final design of this traffic calming improvement shall be approved by the Planning and Zoning Commission on the Site Development Plan.

**Miscellaneous Roadway Requirements**

g. Installation of landscaping and ornamental entrance monument or identification signage, if proposed, shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to its installation or construction.

h. If required sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to vertical alignment and other off-site improvements, may be required to provide the required sight distance as directed by the Department of Public Works.

i. **Construction access shall be from State Route 109 during the development of this site, not Viola Gill Lane.**

j. Sidewalks shall be required on all public and private streets (parking lot aisles) and provide for a continuous and logical layout of this pedestrian network. Design and construction requirements for all sidewalks within the entire development shall be as established in the Street Specifications and Streetscape Elements of the Town Center Plan. Approval of their location, design, and material shall be by the Planning and Zoning Commission, as part of the Site Development Plan review process.

k. 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 roadway improvements.

l. All internal streets, access drives, or lanes, whether public or private, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as drive lane widths, sidewalks, stormwater drainage facilities, garden walls, street trees and lights, and pedestrian furniture. If certain streets, drives, or lanes are to be private, an easement shall be provided to the City granting public use of them for pedestrian and vehicular purposes. These easements shall be granted at the time of the Record Plat approval by the City Council.

**Parking Requirements - Residential**

m. Parking spaces shall be provided as required by the Town Center Plan's Neighborhood Design Standards and Section 415.340 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Ordinance for the R-4 7,500 square foot Residence District.

**Landscape Requirements - Specific**

n. Landscaping shall adhere to all requirements of Ordinance 410 and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.

o. All streets, roads, and lanes shall be appropriately landscaped as required by the Streetscape Design Requirements of the Town Center Plan and approved by the Planning and Zoning Commission on the Site Development Plan.

p. The areas of existing vegetation within the P.R.D. Overlay District 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 Ordinance 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and approval. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Ordinance 410 Tree Preservation and Restoration Code.

q. Landscaping with the defined common ground areas shall comply with Ordinance 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual. The planting pattern shall be approved by the Planning and Zoning Commission on the Site Development Plan. Amenities, such as benches, lights, and walking paths shall be installed in the open space area of the residential development by the developer of these twenty (20) dwelling units.

r. A Landscape Architect shall sign and submit all plans for review and approval for this mixed-use development.

**Signs - Residential**

s. Signs for this P.R.D. Overlay District shall be erected in accordance with the Town Center Plan Architectural Guidelines and Section 415.410 Sign Regulations of the City of Wildwood Zoning Ordinance for the R-4 7,500 square foot Residence District.

t. The location of all signage shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Signage not located on common ground must be erected within an easement.

**Lighting Requirements**

u. The location of all lighting standards shall be as approved on 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. Illumination levels for all lighting shall comply with the provisions of the City of Wildwood's Zoning Code, Section 415.450 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission shall approve the location, design, and appearance of all light standards and fixtures as part of the Site Development Plan review process.

**Miscellaneous Conditions**

v. The design, color, material, and location of all garden and screen walls or fences, if planned or required, 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 and the Architectural Review Board.

w. 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.

x. 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.

y. 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. Walls crossing property lines shall be located in a maintenance easement. 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.

z. The location of all utility easements for proposed service to this development shall be as approved by the Planning and Zoning Commission on the Site Development Plan. All utilities installed to serve this site shall be placed underground, including any existing overhead lines located on the subject property.

**aa. An eleven (11) foot wide landscape easement shall be established adjoining Lot 11 of the Towns at Windrush on the proposed lot in the Wildwood Trail Subdivision to preserve existing landscaping that is located there and this easement shall be granted to the Homeowners Association of the ~~Wildwood Trail Subdivision~~ Towns at Windrush Subdivision for on-going maintenance, care, upkeep, and the replacement of plantings that may die. Removal of this landscaping from this defined easement will require City approval.**

## 5. TRAFFIC GENERATION ASSESSMENT FEE

The developer shall contribute to the East Area Traffic Generation Assessment Trust Fund established by Section 140.210 of the City of Wildwood's Revised Codes. This assessment must be paid in full at the time of the first Zoning Authorization for any building or structure or when the individual issuances of building permits for the authorized lots are approved. This contribution shall not exceed the amount established by multiplying the number of parking spaces provided by the following rate:

| ***Type of Development*** | ***Required Contribution*** |
|---|---|
| Single Family Dwelling **(detached)** | $1,055.10 /Parking Space |

(Parking space is defined by Section 415.280 of the City of Wildwood Zoning Code.)

If type of development proposed differ than those listed, rates shall be provided by the Department of Public Works.

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 roadway 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, 2015, 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. 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 City of Wildwood 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 the Metropolitan St. Louis Sewer District standards.
   ii. All stormwater shall be discharged at an adequate natural discharge point.
   iii. Retention/detention of differential runoff of stormwater shall be required. Stormwater management shall be provided in permanent retention/detention facilities, such as ponds or other acceptable alternatives. These retention/detention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
   IV. All proposed retention/detention facilities and related stormwater improvements shall be located in a common ground area and insure perpetual maintenance to the Homeowners Association to be created at the time of platting of this development.
   V. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the Site Development Plan/Improvement Plan process, to implement "best management practices" for stormwater management and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, vegetative swales, and other options to substantially reduce the amount of stormwater leaving the subject site.
   Vi. The developer shall provide adequate detention and/or hydrologic calculations for review and approval of all stormwater that will encroach on City of Wildwood/Missouri Department of Transportation (MoDOT) rights-of-way.
   VII. A bond or letter of credit will be required by the City of Wildwood to cover any downstream damage to abutting or adjacent properties, common ground areas, or drainageways caused by the developers' use of this subject site (land/disturbance/grading/construction activities, etc.), which shall be used for the restoration of damaged areas to their pre-development condition, if the developers fail to meet their responsibilities in this regard. The amount of this bond and the establishment of the process for creating an accurate baseline condition for the existing downstream facilities shall be at the discretion of the City of Wildwood Department of Public Works, in conjunction with input from the petitioner's engineer.

**Geotechnical Report**

b. 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. The Geotechnical Engineer shall be required to sign and seal all plans with a certification the proposed construction will be completed in accordance with the grading and soils requirements and conditions contained in the report.

## 7. RECORDING

Within ninety (90) 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 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 Natural Resources, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

b. Prior to the issuance of a foundation or building permit for any lot, which adjoins the common ground area and/or detention, basin, written certification from a Professional Engineer which verifies these areas are graded in accordance with the approved plans, must be received by the Department of Planning.

**Roadway Improvements**

c. Improvements to State Route 109 must be completed prior to the issuance of building permits in excess of fifty (50) percent of the units. **These required improvements may be credited against the overall Traffic Generation Assessment Fee (TGA) charge associated with these twenty (20) ~~seventeen (17)~~ allowable residential units, if authorized by the City Council**. Any delays in utility company relocation and adjustments will not constitute a cause to allow occupancy prior to completion of roadway improvements.

**Land Subdivision**

d. Record a proper subdivision of the property and comply with all other applicable Subdivision and Development Regulations sections affecting the development of land, except as otherwise specified by this ordinance.

**Indentures**

e. With the filing of the record plat establishing separate lots, the developer shall record an approved indenture, which defines the necessary assessments and specific trustee obligations in accord with provisions of Section 415.470 and 415.510 of the City of Wildwood Zoning Code.

**Escrow Requirements**

f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

**Improvement Plans**

g. The developer of this residential subdivision shall provide to the City Improvement Plans indicating construction details relative to public and private infrastructure associated with its development. Said plans will be used to calculate escrow requirements for these identified improvements.

**Sanitary Sewage System**

h. The developer shall provide verification from the Metropolitan St. Louis Sewer District that public sewer service has been provided to this site. Verification shall be in a form acceptable to the City of Wildwood.

## 9. 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 salutation control measures is required.

c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District development shall be prominently displayed at all times in all sales offices for this development.

d. 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.

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 ordinance 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 ordinance 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 ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Planned Residential Development Overlay 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.

i. 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 Planned Residential Development Overlay District ordinance, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

## 10. PUBLIC SPACE REQUIREMENTS

a. Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 and 415.270 of the City of Wildwood's Zoning Ordinance. The City Council accepts the findings of the Public Space Study adopted therein 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 less than an amount that is roughly proportional to the actual or anticipated impact. The installation of required public space improvements shall be as required by the applicable ordinances, but shall be completed prior to issuance of any occupancy (temporary or final) permit for the authorized by this ordinance. Unless otherwise approved pursuant to the procedures set forth in the Public Space Ordinance, the public space attributable to this development, **based upon the number of authorized dwelling units at a rate of 1,742.4 square feet per new single family dwelling**.

**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:

| | |
|---|---|
| _____ | _____ |
| Deputy City Clerk | Laura Rechtin, Deputy City Clerk |

# WILDWOOD TRAIL

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

'R-4' 7,500 SQ. FT. RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD)
"NEIGHBORHOOD EDGE" DISTRICT OF THE TOWN CENTER PLAN PER ORD.# 2042

## LEGEND

BENCH MARK
FOUND IRON ROD
FOUND IRON PIPE
RIGHT OF WAY MARKER
UTILITY POLE
SUPPORT POLE
UTILITY POLE WITH LIGHT
LIGHT STANDARD
ELECTRIC METER
ELECTRIC MANHOLE
ELECTRIC PEDESTAL
ELECTRIC SPLICE BOX
GAS DRIP
GAS METER
GAS VALVE
TELEPHONE MANHOLE
TELEPHONE PEDESTAL
TELEPHONE SPLICE BOX
CABLE TV PEDESTAL
FIRE HYDRANT
FIRE DEPARTMENT CONNECTION
WATER MANHOLE
WATER METER
WATER VALVE
POST INDICATOR VALVE
CLEAN OUT
STORM MANHOLE
GRATED MANHOLE
STORMWATER INLET
GRATED STORMWATER INLET
SANITARY MANHOLE
TREE
BUSH
TRAFFIC SIGNAL
PARKING METER
STREET SIGN
SPRINKLER
MAIL BOX

## ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 16-110 Elev.=786.30
"L" on the southeast corner of the porch to # 2400 Eatherton Road; 75' east of the centerline of Eatherton Road and 0.5 mile north of Manchester Road.

## SITE BENCHMARK

BENCHMARK Elev.=721.87
Railroad Spike in south face of power pole at the northwest corner of site as shown hereon.

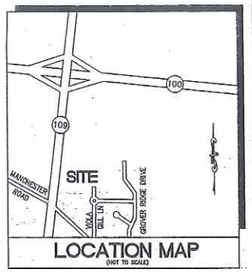
GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

2015112500556
PLAT: BK: 363, PG: 549-550
FILED FOR RECORD
Nov 25, 2015 1:03 PM
RECORDER OF DEEDS
ST. LOUIS COUNTY,MO.
Witness my hand and official seal on the day and year aforesaid.
Deputy Recorder: DB2

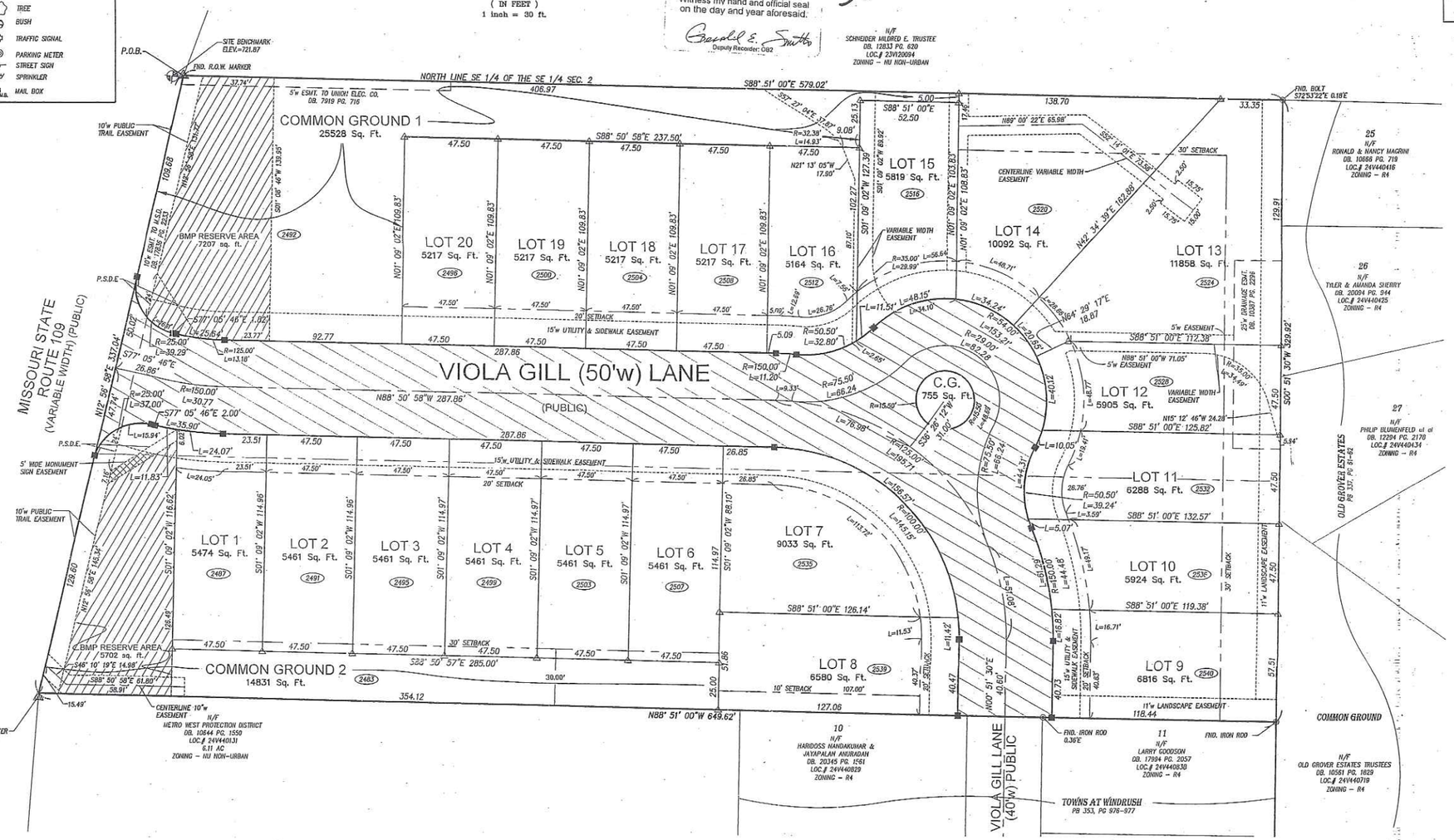
556

## ABBREVIATIONS

C.O. – CLEANOUT
DB. – DEED BOOK
E – ELECTRIC
FL – FLOWLINE
FT – FEET
FND. – FOUND
G – GAS
M.H. – MANHOLE
N/F – NOW OR FORMERLY
PB. – PLAT BOOK
PG. – PAGE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.V.C. – POLYVINYL CHLORIDE PIPE
R.C.P. – REINFORCED CONCRETE PIPE
SQ. – SQUARE
T – TELEPHONE CABLE
V.C.P. – VETRIFIED CLAY PIPE
W – WATER
(66'w) – RIGHT-OF-WAY WIDTH
M.B. – MAIL BOX



LOCATION MAP
(NOT TO SCALE)




549

PREPARED FOR:
PULTE HOMES OF ST. LOUIS, LLC
17107 Chesterfield Airport Rd, Suite 120
Chesterfield, MO 63005
Phone: (636) 537-7128
Fax: (636) 537-9952

APPROVED Sheet 1 of 2
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: for Vaughn
DATE: 11-24-15

CITY OF WILDWOOD SEAL MISSOURI


PREPARED BY:
STOCK & ASSOCIATES Consulting Engineers, Inc.
2257 Chesterfield Business Parkway
St. Louis, MO 63005 PH. (636)
530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com


RECORD PLAT
WILDWOOD TRAIL

DANIEL EHLMANN P.L.S.
MO. P.L.S. # 2215
CERTIFICATE OF AUTHORITY
LC-223-D
10/21/15

REVISIONS:
1 10/22/15 REVISED PER CITY COMMENTS

CITY OF WILDWOOD
NOV 20 2015
DEPT. OF PLANNING & PARKS

| | |
|---|---|
| DRAWN BY: J.K. | CHECKED BY: D.M.E. |
| DATE: 1/27/15 | JOB NO: 214-5221 |
| M.S.D. P #: P-0030298-00 | BASE MAP #: 24-V |
| S.L.C. MAT #: XXXX | H&T S.U.P. #: XX-XXX-XX |
| M.D.N.R. #: MO-XXXXXXX | |

SHEET TITLE:
RECORD PLAT

SHEET NO.:
SHEET 1 of 2

# WILDWOOD TRAIL

## A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

'R-4' 7,500 SQ. FT. RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD) "NEIGHBORHOOD EDGE" DISTRICT OF THE TOWN CENTER PLAN PER ORD.# 2042

OWNER CERTIFICATE

We, the undersigned, owners of the tract of land herein platted and further described in the foregoing surveyors' certificate have caused the same to be surveyed and sub-divided in the manner shown on this plat, which subdivision shall hereafter be known as:

WILDWOOD TRAIL

Viola Gill Ave. (50' wide) as shown hatched [ ] hereon along with its roundings and cul de sac, as shown on this plat is hereby dedicated to the City of Wildwood for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Wildwood, Missouri, Metropolitan St. Louis Sewer District, Missouri-American Water Company, Laclede Gas Company, Ameren Union Electric Company, and the relevant telephone and cable television companies, their successors and assigns as their interests may appear for the purpose of constructing, replacing, maintaining, and repairing of public utilities and facilities, sewer or sewers, stormwater improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, stormwater improvements, and drainage facilities.

BMP Reserve areas as shown [ ] on this plat is are for the stormwater management features, also known as BMPs (Best Management Practice). The BMP Reserved areas hereby established are irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated 24th day of March 2015 , as recorded in the Recorder of Deed's Book 21435, Page 848, or as amended thereafter. Construction, maintenance, repair, and upkeep of stormwater facilities within these BMP Reserve areas shall be per the responsible party, or its successors or assigns, as defined in the aforementioned agreement.

The areas shown as Common Ground on this plat have been conveyed to the Homeowners Association of this Subdivision by General Warranty Deed recorded in Book _____, Page _____of the St. Louis County Recorder's Office.

The Public Trail Easement, 10 feet wide, as shown on this plat is hereby given, granted extended and conveyed to the City of Wildwood for the exclusive right to build and maintain a walking trail on the strip or strips of ground which have been identified as Trail Easement on this plat, and to use such additional space adjacent to the Public Pedestrian easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned trail. Ingress/Egress is hereby granted to all current and future lot owners, over which parts of the Public Trail Easement is located within common ground and detention area.

The 11-foot wide Landscape Easement along the Eastern lines of Lots 9, 10, 11, 12 and 13 is hereby dedicated to the Wildwood Trails Homeowners Association for the purpose of maintaining a Landscape Buffer with the right of ingress/egress to the easement along the variable access easement between Lots 12 and 13. The association may use the easement for maintaining, planting and replanting landscaping in accordance with the City of Wildwood's Tree Manual and Sustainable Planting Guide.

The 11-foot wide Landscape Easement along the Southern line of Lot 9 is hereby dedicated to the Towns at Windrush Homeowners Association for the purpose of maintaining a Landscape Buffer with the right of ingress/egress to the easement. The association may use the easement for maintaining, planting and replanting landscaping in accordance with the City of Wildwood's Tree Manual and Sustainable Planting Guide.

The Permanent Sight Distance Easement (P.S.D.E.) as shown on this plat is hereby dedicated to the City of Wildwood, Missouri to ensure and protect the clear and unobstructed view of motorists on and entering the adjacent roadway. No part of said easement shall be built on in a manner whatsoever, nor shall the grade of the land within the easement be changed, nor shall any structure (including sign, fence or pole) be built, or planting (including trees, shrubs, grasses or weeds) within said easement unless directly approved by the City of Wildwood.

AW 11-25-15

The Monument Sign Easement as shown hatchured [ ] hereon is hereby dedicated to the Wildwood Trails Homeowners Association for the purpose of constructing and maintaining a monument sign along with plantings and other landscaping.

Building lines as shown on this plat are hereby established.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Two permanent monuments for each block created (indicated as ■ ) (Total of 18) and semi permanent monuments at all lot corners (indicated as Δ ) (Total of 43) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-16.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Wildwood, Missouri 1005.250 will be set.

The undersigned further states that said tract is not encumbered by delinquent taxes or liens.

This subdivision is subject to the Indenture of Covenants, Conditions and Restrictions for Wildwood Trail by instrument recorded in Book _____, Page _____ on _____, ____.

IN WITNESS THEREOF, I have hereunto set my hand this 2nd day of November, 2015

Pulte Homes of St Louis, L.L.C.
a Nevada limited liability company

By: Andrew M Bodary

ANDREW M BODARY
PRINT NAME

VP FINANCE
PRINT TITLE

STATE OF Missouri )
) SS.
COUNTY OF St. Louis )

On this 2nd day of November, 2015, before me appeared Andrew M. Bodary to me personally known, who, being by me duly sworn, did say that he/she is the VP Finance of Pulte Homes of St. Louis, LLC, a Nevada limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said Andrew M. Bodary acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Koleen Jameson
Notary Public

My commission expires: 4-19-2017 Koleen Jameson

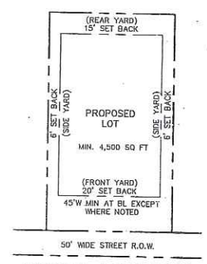
KOLEEN JAMESON
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires: April 19, 2017
Commission #13520393


**PREPARED FOR:**
PULTE HOMES OF ST. LOUIS, LLC
17107 Chesterfield Airport Rd, Suite 120
Chesterfield, MO 63005
Phone: (636) 537-7128
Fax: (636) 537-9952


Property Description

A tract of land being part of the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 44 North, Range 3 East of the Fifth Principal Meridian located in the City of Wildwood, St. Louis County, Missouri being more particularly described as follows:
Beginning at the intersection of the northern line of the Southeast 1/4 of the Southeast 1/4 of Section 2 with the eastern right-of-way line of Missouri State Route 109, variable width, said point being located 75.00 feet perpendicular distance right of Centerline Station 9+27.04 from which a found Right-of-Way marker bears N81 degrees 39 minutes 31 seconds East, 0.24 feet; thence along said north line South 88 degrees 51 minutes 00 seconds East, 579.02 feet to the east line of above said Section 2; from which a found Bolt, bears South 72 degrees 53 minutes 22 seconds East, 0.18 feet; thence along said east line, South 00 degrees 51 minutes 30 seconds West, 329.92 feet to a found Iron Rod at the northeast corner of Lot 11 of Towns at Windrush, a subdivision according to the plat thereof as recorded in Plat Book 353, Pages 976 and 977 of the St. Louis County records; thence along the north lines of said subdivision and a tract of land as conveyed to the Metro West Protection District by instrument recorded in Book 10544, page 1550 of above said records, North 88 degrees 51 minutes 00 seconds West, 649.62 feet to the eastern right-of-way line of above said Missouri State Route 109, from which a found right-of-way marker bears South 10 degrees 46 minutes 51 seconds East, 2.10 feet; thence along said right-of-way line, North 12 degrees 56 minutes 58 seconds East, 337.04 feet to the Point of Beginning and containing 202,674 square feet or 4.652 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on February 11, 2014.

550




TYPICAL LOT DETAIL

*SERVICE PROVIDERS*

*a. School ..... Rockwood*
*b. Fire ..... Metro West*
*c. Sewer ..... Metropolitan St. Louis Sewer District*
*d. Water ..... Missouri-American Water Company*
*e. Gas ..... Laclede Gas*
*f. Phone ..... AT&T*
*g. Electric .... Ameren U.E.*
*h. Cable ..... Charter Communications*
*i. Watershed .. Bonhomme Creek*
*j. Zip Code .... 63040 Grover*
*k. Police ..... St. Louis County - Wildwood Precinct 6*
*l. City Council .. Ward 8*

GENERAL NOTES:

1.) Subject property lies within Flood Zone X (areas determined to be outside the 500-year flood according to the National Flood Insurance Rate Map Number 29189C0260 K with an Effective Date of February 4, 2015.

2.)BENCHMARK # 16-110 Elev.=786.30
"L" on the southwest corner of the porch to # 2400 Eatherton Road; 75' east of the centerline of Eatherton Road and 0.5 mile north of Manchester Road.

3) Source of record title is the deed recorded in Deed Book 16541, Page 1743 of the St. Louis County, Missouri Recorder's Office.

4) The basis of bearings for the plat is the deed recorded in Deed Book 16541, Page 1743 of the St. Louis County, Missouri Recorder's Office.

5) Total Area:
Parcel 1: 2516 Highway 109, Loc. No. 24V440122 - 121,426 Square Feet or 2.788 Acres
Parcel 2: 2520 Highway 109, Loc. No. 24V440104 - 81,248 Square Feet or 1.865 Acres
Total Area 202,674 Square Feet or 4.652 Acres
Total Lots 20 Individual detached units

6) The minimum lot size for this subdivision is 4,500 square feet per the Ord.# 2042. A minimum of 5,164 square feet provided by this plat.

7) The total Common Ground area on this plat is 41,114 square feet or 0.943 acres.

9) Public Space Requirements, per Site Development Plan are recorded in Plat Book 363, Pages 118 - 127.

10) Maintenance Agreement as recorded in Deed Book 21435, Page 848 was established for parcels of land being Loc. Numbers 24V440122 and 24V44104 which are the parent parcels of the property being subdivided on this plat.

Title Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. MO-048946, with an effective date of September 17, 2013 at 12:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is a the effective date thereof vested in:

Columbia Sports, L.L.C.

(3) Title Commitment No. MO-048946 with Schedule B-Section 2 exceptions:

(a) Item No. 8. Limited relinquishment to direct access to Highway 109 according to instrument recorded in Book 6596, Page 653 of the St. Louis County Records. "SHOWN" Affects Parcel 1

(b) Item No. 9. Restrictions, conditions and easements, (deleting any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin) contained in instrument(s) recorded in: Book 174, Page 82. Affects Parcel 2 "NOT SHOWN" Not a survey related item.

(c) Item No. 10. Easement granted Union Electric Company according to the instrument recorded in Book 6363, Page 168. "NOT SHOWN" Does not affect subject property.

(d) Item No. 11. Easement granted Union Electric Company according to the instrument recorded in Book 7919, Page 716. "SHOWN" Affects Parcel 2

(e) Item No. 12. Relinquishment of a limited access to State Highway Route 109 as condemned by Condemnation Suit #338339 of the Circuit Court of St. Louis County, Missouri a certified copy of which the Report of Commissioners is recorded in Book 6646, Page 477. "NOT SHOWN" No longer in effect.

(f) Item No. 13. Easement granted The Metropolitan St. Louis Sewer District according to the instrument recorded in Book 10387, Page 2298. "SHOWN"

(g) Item No. 14. Easement granted to The Metropolitan St. Louis Sewer District in Book 17836, Page 2233. "SHOWN"

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during December, 2014, by order of and for the use of Pulte Homes of St. Louis, L.L.C., executed a Property Boundary Survey and Record Plat of a tract of land being part of the Southeast 1/4 of Section 2, Township 44 North, Range 3 East of the Fifth Principal Meridian, City of Wildwood, St. Louis County, Missouri and that the results of said survey and Record Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-D

By: 10/22/15
Daniel Ehlmann, Missouri P.L.S. No. 2215

This acknowledgment certifies this Subdivision Plat of "WILDWOOD TRAIL" has been approved by the CITY OF WILDWOOD, MISSOURI on this 25th day of NOVEMBER 2015.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

Joe Vuyhich

Joe Vuyhich, Director of Planning.

I, Ryan Thomas P.E., City Administrator of the City of Wildwood, St. Louis County, Missouri do hereby certify this Subdivision Plat was approved by Ordinance Number 2128 under action taken by the City Council of Wildwood, Missouri on the 12th day of October, 2015. Said 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, St. Louis County, Missouri, on this 25 day of NOVEMBER 2015.

Ryan Thomas P.E., City Administrator

Sheet 2 of 2

CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: Joe Vuyhich

DATE: 11-24-15


PREPARED BY:
STOCK & ASSOCIATES Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com


RECORD PLAT

WILDWOOD TRAIL

DANIEL EHLMANN P.L.S.
MO. P.L.S. # 2215
CERTIFICATE OF AUTHORITY
LC-222-D

REVISIONS:

| | |
|---|---|
| 1 | 10/22/15 REVISED PER CITY COMMENTS |

| | |
|---|---|
| DRAWN BY: J.K. | CHECKED BY: D.M.E. |
| DATE: 1/27/15 | JOB NO: 214-5221 |
| M.S.D. P #: P-0030298-00 | BASE MAP #: 24-V |
| S.L.C. HIST #: XXXX | H&T SUP. #: XX-XXX-XX |
| M.D.N.R. #: MO-XXXXXXX | |

SHEET TITLE: RECORD PLAT

SHEET NO.: SHEET 2 of 2

**BILL #2167** **ORDINANCE #2167**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE ANY AND ALL AGREEMENTS WHICH ARE NECESSARY FOR THE MIGRATION OF THE EMPLOYEE RETIREMENT PLAN TO AMERICAN UNITED LIFE INSURANCE COMPANY, INCLUDING ASSOCIATED ADVISORY AGREEMENTS WITH R. T. JONES CAPITAL EQUITIES MANAGEMENT, INC., MESIROW FINANCIAL INVESTMENT MANAGEMENT, INC., AND CUTTER & COMPANY.**

**WHEREAS,** the City of Wildwood currently sponsors an employee retirement plan through ICMA Retirement Corporation, which has been the sole provider of this service since 1996; and

**WHEREAS,** the costs associated with maintaining the employee retirement plan, including its administration, advisory services and fund expenses, are paid by the employees; and

**WHEREAS,** the Administration/Public Works Committee of the City Council has evaluated additional retirement plan providers, to ensure the desired services and fund offerings are made available to its employees at a reasonable cost; and

**WHEREAS,** the Administration/Public Works Committee has recommended migrating the employee retirement plan to American United Life Insurance Company, with associated advisory services provided by R. T. Jones Capital Equities Management, Inc., Mesirow Financial Investment Management, Inc., and Cutter & Company.

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

**Section One.**
The City Administrator of the City of Wildwood is hereby authorized to execute any and all agreements and documents which are necessary for the migration of the employee retirement plan to American United Life Insurance Company, including associated advisory agreements with R. T. Jones Capital Equities Management, Inc., Mesirow Financial Investment Management, Inc., and Cutter & Company.

**Section Two.**
This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor.

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 times prior to passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | Timothy Woerther, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**BILL #2168** **ORDINANCE #2168**

**AN ORDINANCE AMENDING TWO SECTIONS OF CHAPTER 110 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE.**

**WHEREAS,** two sections of Chapter 110 of the City of Wildwood, Missouri Municipal Code currently contain different language than the Charter; and,

**WHEREAS**, the Council of the City of Wildwood, Missouri, desires to amend said sections of the Municipal Code to provide for consistency with the Charter.

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

**Section One**. Chapter 110 of the Code of Ordinances entitled "Mayor and City Council" is hereby amended by deleting Section 110.170 (Quorum) in its entirety and enacting in its place a new Section 110.170 to read as follows:

110.170. Quorum.

A quorum shall constitute one (1) more than half (½) of the total number of members of the City Council. If a quorum fails to attend any meeting, it shall stand adjourned until the next regular or special meeting. Except as provided in the Charter or other law, the Council may act by an affirmative vote of not less than a majority of members present.

**Section Two**. Chapter 110 of the Code of Ordinances entitled "Mayor and City Council" is hereby amended by deleting Section 110.190 (Enactment of Ordinances) in its entirety and enacting in its place a new Section 110.190 to read as follows:

110.190. Enactment of Ordinances.

The style of the ordinances of the City of Wildwood shall be as follows: "Be it ordained by the Council of the City of Wildwood, Missouri, as follows:" No ordinance shall be passed except by bill, and except as otherwise provided in the Charter or other law, no bill shall become an ordinance unless, on its final passage, a majority of the members of the City Council shall vote in the affirmative, and the "ayes" and the "nays" shall be entered on the journal. Every proposed ordinance shall be introduced to the Council in writing and shall be read by title two (2) times prior to passage, both readings may occur at a single meeting of the Council. Copies of the proposed ordinance shall be made available to each Council Member and for public inspection as provided for in the Charter. No bill shall become an ordinance until it shall have been signed by the officer presiding at the meeting of the Council in which it shall have been passed. When so signed, it shall be delivered to the Mayor for approval and signature, or veto. An ordinance not signed or vetoed by the Mayor shall become effective at the next regularly scheduled meeting of the Council.

**<u>Section Three</u>**. This Ordinance shall be in full force and effect 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 two (2) times prior to its passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | TIMOTHY WOERTHER, MAYOR |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**BILL #2169** **ORDINANCE #2169**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WILDWOOD, TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE, BY ADDING A WET WEATHER TRAIL POLICY IN CHAPTER 235: Parks and Recreation Regulations** (Wards – All)

**WHEREAS**, the City is authorized to declare and determine appropriate regulations and requirements to protect the public with regard to the use of the City's parks, trails, and other recreation areas and facilities; and

**WHEREAS**, the City Council has determined that public safety in the City of Wildwood will be improved by the establishment of a policy for wet weather trail use, and therefore desires to establish these requirements for such.

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

**Section One.** Title II. Public Health, Safety and Welfare of the City Code is hereby amended by adding thereto a new Section (Section 235.120) to the following **Chapter 235: Parks and Recreation Regulations**:

**TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE**

**CHAPTER 235: Parks and Recreation Regulations**

**Article I. In General**

§ 235.010: Intent and Purpose
§ 235.020: Definitions
§ 235.030: Scope and Application

**Article II. Park and Recreation Regulation**

§ 235.040: General Requirements-Park Properties and Trail Corridors
§ 235.050: Other Requirements-Park Properties and Trail Corridors
§ 235.060: Permits
§ 235.070: Regulations
§ 235.080: Enforcement and Penalties

**Article III. Trail Etiquette**

§ 235.090: All Users
§ 235.100: Pedestrians and Joggers
§ 235.110: Cyclists
§ 235.120 Wet Weather Trail Policy

## ARTICLE I. IN GENERAL

### SECTION 235.010: INTENT AND PURPOSE

This Chapter contains the specific regulations for the establishment of rules and requirements relating to the use of the City's parks and recreation facilities, including its system of multiple use trail corridors. With public facilities available for use by residents and visitors, certain considerations must be in place to protect these users, respect surrounding property owners' rights, and provide rules to enhance the overall experience, while promoting a healthy and active lifestyle in the City of Wildwood. These regulations, as described herein, are intended to govern the activities and uses of park properties and trails within the City of Wildwood. The application of these regulations shall be undertaken to protect the public's health, safety, and welfare and promote a healthy, active community where outdoor activities are plentiful and opportunities and facilities exist in close proximity to all households of the City of Wildwood. Consideration shall be given in all instances to surrounding properties to protect lot owners from trespass, vandalism, or inadvertent use.

### SECTION 235.020: DEFINITIONS

For the purposes of this Chapter, and in addition to general definitions provided in this Code, the following words and phrases are defined as follows:

"Parks" or "Park Property" – shall mean all land, whether held in fee, lease, right-of-way, easement, or other property interest of the City, made available for use to the public by the City of Wildwood for parks, multi-use trails, or other recreational purposes, including but not limited all lands specifically identified in the Park Registry maintained on file with the City Clerk and incorporated herein.

"Trail Corridor" – the portion of Park Property constituting a pedestrian or multi-use trail and including but not limited to such trail network constructed and to be constructed as included within the trail network map identified in the Park Registry.

### SECTION 235.030: Scope and Application

These regulations, as described herein, are intended to govern the activities and uses of all City Parks. The application of these regulations shall be undertaken to protect the public's health, safety, and welfare and promote a healthy, active community where outdoor activities are plentiful and opportunities and facilities exist in close proximity to all households of the City of Wildwood. Consideration shall be given in all instances to surrounding properties to protect lot owners from trespass, vandalism, or inadvertent use. Nothing in these regulations shall apply to or limit the actions of any City employee or agent acting pursuant to authority of the City.

## ARTICLE II. PARK AND RECREATION REGULATIONS

### SECTION 235.040: General Requirements-Park Properties and Trail Corridors

A. *Hours of Operation*. No person shall remain in any park after the posted closing time, except when engaged in activities that are a part of a recreational program approved by the City of Wildwood.

Park and trail hours of operation shall generally be from one-half hour before dawn to one-half hour after dusk, unless otherwise specifically posted at the property or trail corridor with different hours. It shall be unlawful to stay in a park when directed to leave by any police officer of the City of Wildwood or St. Louis County or park ranger with the City of Wildwood. These hours of operation may be modified by the City Council or by regulation authorized herein for such designated areas of the City as may contemplate greater or lesser hours of operation.

B. *Signage and advertising prohibited; exceptions*. The use, placement, or erection any signboard, sign, billboard, poster, bill, bulletin board, or device of any kind for advertising in any park area or trail corridor is prohibited; provided that nothing herein shall prohibit official approved signage of the City for operation of the park and other public purposes. Department of Planning and Parks may authorize the erection of temporary directional or related signage if deemed in the public welfare to appropriately address authorized uses of park property.

C. *Concealed Weapons and Other Items*. Except as may otherwise be required to be permitted by law, no individual or group of individuals, except duly authorized law enforcement personnel, shall possess any firearm, fireworks, firecracker, torpedo, explosive, air gun, sword, knife, bows and arrows, BB gun, or slingshot within any City-owned park property or designated trail corridor.

D. *Consumption of Alcoholic Beverages*. No person shall possess or consume alcoholic beverages in any park facility or trail corridor.

E. *Swimming Pools and Beaches*. No person shall disobey rules, signs, or lifelines designating swimming areas. Swimming shall be permitted in Park Properties only in areas specifically designated for swimming. All person s using designated swimming areas shall obey all posted pool/beach rules and/or the instruction of lifeguards, facility managers, or other City employees. No person shall give or transmit a false signal or alarm of drowning.

F. *Protection of Wildlife on City-owned Properties*. No person shall in any manner tease, annoy, disturb, molest, catch, injure, kill, throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, or fowl; or to feed any animal, fowl, or bird in any park or trail area, except in areas designated by the City of Wildwood for such feeding. Hunting within City-owned park properties or trail corridors shall be prohibited except when undertaken pursuant to express written special authorization of the City Council to address generally accepted management practices for this type of animal, bird, or fowl, subject to additional requirements established by the regulations or requirements of Missouri Department of Conservation and other hunting requirements as forth in Chapter 210.440 of the City of Wildwood Municipal Code.

G. *Prohibited Activities*. No person shall perform the following activities in a park area unless specifically authorized in writing by the Director of Parks:

1. Operate a fixed or mobile concession, traveling exhibition;
2. Solicit, sell, offer for sale, pedal, hawk, or vend any goods, services;
3. Solicit or accept donations;
4. Advertising any goods or services;

5. Distribute any circular, notice, leaflet, pamphlet, or printed material of any kind;
6. Enter upon, use, or traverse any portion of a park or trail corridor for commercial purpose, including without limitation fundraising and/or fund solicitation, without written permission from the Director of Park; or

H. *River and Water Craft Use and Access*. No person shall keep or operate any boat, float, raft, or other water craft in or upon any bay, lake, slough, river, or creek within the limits of any park or trail corridor, or land the same at any point upon the shores thereof bordering upon any park or trail corridor, except as designated by the City of Wildwood.

I. *Speed Limits on Trails*. No person shall travel on a trail at a speed greater than is reasonable and prudent under the existing conditions and having regard to actual and potential hazards. Speed shall also be controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care. Travel at speeds in excess of fifteen (15) miles per hour on a walking/biking trail shall constitute in evidence a prima facie presumption that the person violated this Section.

J. *Control of Pets*. No person shall allow or permit any domestic animal to run at large in any park or trail corridor, or enter any swimming area, pond, or fountain therein. A dog brought into or kept in a park area or trail corridor shall be on a leash of not more than six (6) feet in length.

1. No domestic animals will be allowed in any park, park facility, or trail corridor designated for swimming activities (**except assistance dogs for people with disabilities.**)
2. Any person with a dog or other pet in their possession in any park or trail corridor shall be responsible for both the conduct of the animal and removal from the park or trail corridor of feces or other waste deposited by such animal. The person with the dog or other pet must have in their possession the equipment required for pet waste removal.
3. All persons shall be subject to the City of Wildwood's Health Code when on public property in terms of disposing of pet waste in a proper and accepted manner to control vectors, as stipulated herein.

K. *Damage of City-Owned Property*. No person shall remove, destroy, mutilate, or deface any structure, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, fern, plant flower, lighting system, sprinkling system, or other property lawfully in any park or trail corridor. Removal of rocks, stones, artifacts, or similar type of items shall be prohibited, unless authorized by the City of Wildwood's Department of Planning and Parks.

L. *Litter*. No person shall throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or trail corridor or deposit any such material therein, except in receptacles provided by the City for such purposes.

M. *Illegal Dumping on City-Owned Properties*. No person shall deposit any refuse brought from private property into receptacles located in the City's parks, facilities, or trail corridors. Nothing in this Section is intended to prohibit the disposal of refuse generated from lawful park use such as picnics, barbecues, lunches, etc.

N. *Noise and Disturbance of Peace*. No person shall play car stereos, radios, or "boom boxes" - portable audio equipment, such as tape or compact disc players - so loudly as to interfere with normal conversations or cause annoying vibrations at a reasonable distance.

**SECTION 235.050: Other Requirements - Park Properties and Trail Corridors**

A. *Park Use and Permitted Activities*. No person shall be allowed in any park or trail corridor to practice or play golf, football baseball, cricket, soccer, polo, archery, hockey, volleyball, badminton, or other games of like character, or to hurl, propel, or fly any airborne or other missile, including radio controlled, model airplanes and/or cars and **frisbees**, except in places and times set apart for such purposes, including areas designated for general use, by the City, or interfere, impede, or otherwise disrupt permitted activities at these defined locations. Programs and activities scheduled by the City will have first priority for use of parks, trails, and all other facilities.

B. *Wheeled Vehicles Utilizing City-Owned Properties*. No person shall use, ride, park, or drive any bicycle, tricycle, pedal-power vehicle carriage, motorcycle, motor vehicle, skateboard, rollerblades, roller-skates, land sailing device, scooter, unicycles, or any other wheeled or similar vehicle, horse or pony on, over or through any park or within a trail corridor designated by signage as being restricted from such activities. This regulation shall not be interpreted to include electric-powered scooters or wheelchairs used for the purposes of mobility for the elderly or special needs populations.

C. *Vehicle Repairs*. No person, without written permission from the City, shall be allowed to operate, repair or service any motor vehicle or motorcycle on park property or within a trail corridor for the purpose of testing, servicing, or repairing.

D. *Permit Requirements for Competitions*. No person shall engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, without written permission from the City.

E. *Camping*. No person shall, except at places set aside for such purposes by the City and so designated by signs, be allowed to erect a tent or shelter or to arrange bedding, or both, for the purpose of, or in such a way as will permit, remaining overnight. It is also unlawful to park a trailer, camper, or other vehicle for the purpose of remaining overnight.

F. *Cooking, Fires, and Barbeque*. No person shall be allowed to build any fires in any park or trail corridor, except in areas designed and set aside for such purpose by the City. It is unlawful to use any portable barbecue over thirty-six (36) inches in length or less than thirty (30) inches in height over a combustible surface, unless said surface is protected by a heat shield or fireproof device placed under the barbecue.

G. *Disturbance of City-Owned Properties*. No person shall be allowed to use in any park or trail corridor a device to detect ores or metals. No person shall cause or undertake any land disturbance, as defined by the City of Wildwood's Grading Code on any Park Property.

H. *Glass Containers within City-Owned Properties*. No person shall be allowed to possess any glass container in any portion of the park, park facility, or trail corridor, which permits swimming, unless authorized by the City.

I. *Conduct in City-Owned Properties*. No person shall be allowed to use abusive or threatening language or to conduct oneself in a manner that interferes with the reasonable use of a park or trail corridor by the general public.

J. *Non-Authorized Events*. No person shall be allowed to conduct any rally or other event in a park area, designated facilities, or trail corridor, where such activities will conflict in any way with normal park usage, without prior Special Use Permit accommodating such use.

K. *Return of Lost or Found Items*. All individuals or group of individuals shall be responsible for turning in any property or objects found on any park property or trail corridor to the Police Department or at City Hall. Such articles shall be disposed of in accordance with applicable City and State Laws.

L. *Parking Area and Requirements*. No person shall be allowed to park in an area designated as a "No Parking Zone." Parking on grass is not permitted, unless indicated by signage for that purpose. All vehicles shall be located in a designated parking area.

M. *Use of Trail Corridors for Defined Purposes*. No person shall use or access a trail corridor with animals, vehicles, or other modes of transportation unless said property has been specified or authorized for said type of activity.

**Section 235.060: Permits**

Persons or groups that desire to use the City's facilities may be granted Special Use Permits by the Department of Planning and Parks, subject to a user fee established to recover costs reasonably allocable to such use, including but not limited to costs for maintenance, utilities, enforcement, and administration of such permit or use. Where appropriate, special conditions of use consistent with the purposes of this Chapter and applicable laws shall be established by the Department of Planning and Parks and so noted on the Special Use Permits.

**Section 235.070: Regulations**

The Director of Parks of the City shall be authorized to promulgate regulations consistent with and implementing any provision of this Chapter and shall maintain such regulations on file with the City Clerk and available to the public. Such regulations, and any condition of any permit granted pursuant to such regulations or this Chapter, shall have the force and effect of law and may be enforced in the manner provided herein for enforcement of this Chapter.

**Section 235.080: Enforcement and Penalties**

Any person who, by himself or herself or with others, willfully violates any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of

up to five hundred dollars ($500.00) and/or up to ninety (90) days in jail, or such greater or different penalties, as may be provided by ordinance

## Article III. Trail Etiquette

### Section 235.090: All Users

- Show courtesy for other trail users at all times.
- Keep dogs on leash, maximum length six (6) feet.
- Obey all trail signs and regulations.
- When entering or crossing a trail at an uncontrolled point, yield to traffic already on the trail.
- No group of trail users shall occupy more than half of the trail as to impede the normal movement of trail users.
- Motor vehicles are not allowed on City of Wildwood trail corridors.
- Being sensitive to how others perceive you will ensure a positive image for your sport and minimize the restrictions that follow negative encounters.
- The trail surface may become slippery and muddy when wet; Ride or walk around ruts and puddles, or you'll just make them worse. Be alert for debris and low light conditions through wooded areas.
- Notify a park security officer about fallen trees or large limbs across trail.
- Animals occasionally wander onto the trail. Use caution to avoid accidents with wildlife.
- An adult should supervise small children using these multi-use trails.

### Section 235.100: Pedestrians and Joggers

- Listen for audible signals and help faster trail users pass safely.
- Joggers must yield to walkers. Use caution when passing other trail users.
- Avoid jogging or walking in large groups. Large groups create a hazard by crowding the trail.

### Section 235.110: Cyclists

- Cyclists are required to wear safety helmets on all trails in the City of Wildwood.
- Yield to pedestrians.
- Always give an audible (voice, bell, horn) warning before passing another trail user.
- Always yield, pass with care, and keep to a slow, safe speed.
- Approach each bend as if someone were just around the corner. Preparation is the key to a successful and enjoyable ride. Prepare by reviewing trail regulations, wearing the proper equipment, being alert for the unexpected, and understanding your person al ability.

### Section 235.120 Wet Weather Trail Policy

- With an inch of measurable precipitation, the natural surface trail network would be closed for a minimum of twenty-four (24) hours thereafter. For each additional inch of precipitation, the natural surface trails would remain closed for another twenty-four (24) hour period of time, i.e. 2 inches of precipitation – 48 hours, 3 inches of precipitation – 72 hours, etc.
- The City's Wet Weather Policy regarding trail use is applicable year-round, with particular focus during spring and fall seasons.

- The determination of natural surface trail closures relative to this policy will also be based upon field inspections, whenever possible, by City staff. Otherwise, if no field inspection is completed, the described precipitation, timeframes, and on-site conditions will be used for the purposes of protecting the trail from undue damage.
- The City will use a combination of private consultants and the National Weather Service's Station at Spirit of St. Louis Airport (KSUS) to gauge the extent of rainfall relative to its decision to close the trail to use. The use of private consultants is intended to refine precipitation amounts to the highest level of accuracy to the specific trail locations.
- The City will place information pertaining to all trail closures on its website, Facebook, and Twitter accounts, along with posting the park entry areas, when capable of such.
- The closures will be applied to all users.
- The notice of the opening of the trail, after a weather-related closure, will be placed on the City's website, Facebook, and Twitter accounts.
- The enforcement of this policy can be undertaken by the City's Code Enforcement staff, St. Louis County Police Department officers, and St. Louis County Park Rangers, with penalties set forth in Chapter 100.140 General Penalty of the City of Wildwood Municipal Code.

**Section Two.** Except as expressly modified herein, all other provisions of the City's Code shall remain unchanged.

**Section Three.** This Ordinance shall be in full force and effect both 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 passage.

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable Timothy Woerther, Mayor |
| **ATTEST:** | **ATTEST:** |
| _____ | _____ |
| Laura Rechtin, Acting City Clerk | Laura Rechtin, Acting City Clerk |

Editor's Note: **Changes to Chapter 235 are indicated by blue type.**

**RESOLUTION #2016 - 08**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A PURCHASE ORDER FOR A NEW GATE STRUCTURE, WITH KEYPADS, FOR THE CITY'S DOG PARK FACILITY IN COMMUNITY PARK. (Wards – All)**

**WHEREAS**, the City of Wildwood opened its dog park facility in October 2015, which was part of the overall Phase One Project; and

**WHEREAS**, with any opening of a new facility or use area, the design that had been approved is tested to determine if it functions at the desired level and achieves the intended outcome, but also oftentimes leads to modifications to improve it; and

**WHEREAS**, the access area into the dog park facility was designed by the engineering and park consultants to complement the wooded setting by utilizing materials that were used for this purpose, i.e. wood, timbers, etc., but are large, heavy, and cumbersome to some of the smaller patrons using the facility; and

**WHEREAS**, with this situation and it needing some repairs already and not appropriate the selected key entry management system, the Department presented two (2) alternatives to the current access management system to the Planning/Economic Development/Parks Committee for its consideration and action; and

**WHEREAS**, after the Committee reviewed this information, the members recommended the selection of a new access management system that would include battery operated keypads for the purposes of ensuring users of the facility are registered, and Wildwood residents; and

**WHEREAS**, the cost of this access management system is $4,500.00 and consists of a wrought iron style aluminum fence that will replace the current outer gate for access; and

**WHEREAS**, concerns were expressed about the inconsistent material, but the Department explained the benefits outweigh the modification and, with its black color and limited profile, should blend well into its surrounding environment; and

**WHEREAS**, the Committee agreed to forward a favorable recommendation to the City Council for its consideration, which heard the report on the recommendation at its meeting on March 14, 2016, and, thereafter, authorized the preparation of the needed legislation to proceed with the purchase; and

**WHEREAS**, the provider of this access management system will need approximately six (6) weeks to complete its fabrication and installation; and

**WHEREAS**, funding for this access management system is available in the Capital Improvements Programs for 2016.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:**

Section 1: The City Administrator of the City of Wildwood, Missouri is hereby authorized by the City Council of the City of Wildwood, Missouri to execute a purchase order, on behalf of the City of Wildwood, Missouri, with **Classic Metal Craft**, to undertake the agreed upon work to complete the access management system for the dog park facility in community park. A copy of the accepted bid is attached hereto and incorporated herein.

Section 2: The total expenses and liability of this City under this contract shall not exceed a sum of **four thousand five hundred dollars ($4,500.00).**

Section 3: This Resolution shall be effective and in full force upon its passage and approval.

***Passed and Approved on this 28th day of March 2016.***

_____

The Honorable Timothy Woerther, MAYOR

**ATTEST:**

_____

City Clerk

# Estimate

**Classic Metal Craft**
**1315 S. Vandeventer Ave.**
**St. Louis. MO 63110**
**Phone 314-535-2022 Fax 314-535-2030**
**www.classicmetalcraft.com**

| Date | Estimate # |
|---|---|
| 3/22/2016 | 22108 |

| Name / Address |
|---|
| City of Wildwood<br>Gary Crews<br>16860 Main Street<br>Wildwood, MO 63040 |

| Job Location | |
|---|---|
| Dog Park Gate | |
| Phone# | Cell 314-629-4866 |

| Terms |
|---|
| 25% down, balance on completion |

| Description | Total |
|---|---|
| NEW CUSTOM FLAT TOPPED WROUGHT IRON GATE:<br>Design, fabricate and install one custom double leaf flat top gate that is 5' tall by approximately 10' wide. Gate leafs will not be equal sizes. The main pedestrian gate will be approximately 42" clear opening with remaining being utility gate. The pedestrian gate will latch and lock to utility gate. Gates will be constructed with four sided 1-1/2" x 11 Ga square tubing gate frame with 3/4" x 14 Ga square tubing vertical pickets spaced no more than 3" apart. Pedestrian gate will be equipped with concealed adjustable gate closer/hinge assembly. This gate will be Self Closing & Self Latching. The pedestrian gate will have DOUBLE sided mechanical keypad lock with lever handle in satin chrome finish. Utility gate will hinge from 5" barrel hinges with locking can bolt (padlock not provided). The utility gate will NOT be self closing or self latching. Both gates will hinge from 3" x 11 Ga square tubing topped with pyramid caps set into core drilled holes with non shrink grout. Both hinge posts will anchor back to existing wood posts for additional support.<br><br>After fabrication, all steel components will be sent out for hot dip galvanizing. This process submerges all the steel items into a vat of molten zinc that bonds the inside and outside of all steel surfaces. (Zinc is naturally resistant to corrosion/rust so the process significantly extends the life of the material). The molten zinc forms a hard surface that normal paint cannot adhere to. So after galvanization the pieces are cleaned, removing most inconsistencies and drips left from being galvanized. (Galvanized surfaces are not as smooth as ungalvanized steel, cast iron parts in particular.) The product is then painted in | 4,117.86 |

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

| **Prepared By:**<br>Peter | Price good for 60 days | **Subtotal** |
|---|---|---|
| | | **Sales Tax (0.0%)** |
| Acceptance of Estimate: | Date: | **Total** |

**Upon acceptance of this estimate, please sign above and return back to us via fax or U.S. Mail along with down payment (if applicable)**

# Estimate

**Classic Metal Craft**
**1315 S. Vandeventer Ave.**
**St. Louis. MO 63110**
**Phone 314-535-2022 Fax 314-535-2030**
**www.classicmetalcraft.com**

| Date | Estimate # |
|---|---|
| 3/22/2016 | 22108 |

| Name / Address |
|---|
| City of Wildwood<br>Gary Crews<br>16860 Main Street<br>Wildwood, MO 63040 |

| Job Location | |
|---|---|
| Dog Park Gate | |
| Phone# | Cell 314-629-4866 |

| Terms |
|---|
| 25% down, balance on completion |

| Description | Total |
|---|---|
| a Vinylast TM Matte/Flat black enamel (A paint specially formulated to adhere to galvanized surfaces).<br><br>Please Note: The Galvanizing process is done by local company in STL. The company charges based on the overall weight of the job and has a minimum cost/fee per order. If the Total weight of the job does not meet the minimum weight requirements. CMC often waits to have the galvanizing done so that multiple jobs can be grouped together to combine total weight to exceed the minimum weight requirements.<br><br>Classic Metal Craft is not responsible for permits if required.<br><br>Please Note: This job is bid with non-union labor without prevailing wage. | |

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

| | | | |
|---|---|---|---|
| **Prepared By:**<br>Peter | Price good for 60 days | **Subtotal** | $4,117.86 |
| | | **Sales Tax (0.0%)** | $0.00 |
| Acceptance of Estimate: | Date: | **Total** | **$4,117.86** |

**Upon acceptance of this estimate, please sign above and return back to us via fax or U.S. Mail along with down payment (if applicable)**

CLASMET-02 NDEROUSSE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Charles L. Crane Agency Co.
100 N Broadway, Ste 900
Saint Louis, MO 63102

CONTACT NAME:
PHONE (A/C, No, Ext): (314) 241-8700 FAX (A/C, No): (314) 444-4970
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : EMCASCO Insurance Company | 21407 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Classic Metal Craft Inc.
1315 S. Vandeventer Ave.
Saint Louis, MO 63110

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | 5X05211 | 04/30/2015 | 04/30/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Empl Benefits | $ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | 5X05211 | 04/30/2015 | 04/30/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 5X05211 | 04/30/2015 | 04/30/2016 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 5X05211 | 04/30/2015 | 04/30/2016 | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Eriot Benoist

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The ACORD name and logo are registered marks of ACORD

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CLASSIC METAL CRAFT, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)
1315 S. Vandeventer Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
St. Louis, MO 63110

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
2 0 – 8 7 7 6 2 5 8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.