



WILDWOOD®

CITY COUNCIL

COUNCIL CHAMBERS

MONDAY, NOVEMBER 14, 2016

6:00 P.M. to 7:20 PM

WORK SESSION AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MAYOR'S COMMENTS AND ANNOUNCEMENTS

A. Environmental Protection Agency Update (Wards – Two And Four)

IV. FOR INFORMATION

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

Documents:

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

B. Administration/Public Works Committee

1. Purchase Of Audio/Visual Enhancements In Council Chambers (Ward - Eight)

Documents:

[WS - AUDIO VISUAL ENHANCEMENTS.PDF](#)

2. New City Vehicle Purchase (Wards – All)

Documents:

[WS - CITY VEHICLE PURCHASE.PDF](#)

3. Lower Meramec Floodplain Mapping Tool (Ward – Six)

Documents:

[WS - USGS MERAMEC RIVER FLOOD INUNDATION MAPPING.PDF](#)

4. Public Roads, Rights-Of-Way, And Parks Maintenance Bids (Wards – All)

Documents:

[WS - PUBLIC ROADS, RIGHT OF WAY AND PARKS MAINTENANCE BIDS.PDF](#)

5. Updated Design Scope For Highway 109 Improvements (Wards - One And Eight)

Documents:

[WS - UPDATED DESIGN SCOPE FOR ROUTE 109 IMPROVEMEMNTS.PDF](#)

C. Economic Development Committee

1. Short-Term Action Plan (Wards – All)

Documents:

[WS - EDC SHORT-TERM ACTION PLAN MEMO 10-24-16.PDF](#)

D. Construction Project Update (Wards – All)

1. Update Report On Community Park – Phase 2 Project – Report #2 (Wards – All)

Documents:

[WS - UPDATE REPORT COMMUNITY PARK PHASE 2.PDF](#)

V. FOR ACTION

A. City Administrator Items

1. Final 2017 Budget Discussion (Wards – All)
2. Consideration Of Fox Creek Road Rumble Strip – Removal Bids (Ward – Six) Direct Budgetary Impact: \$14,533.00
3. Meadows Of Wildwood Subdivision Escrow Considerations (Ward – One)

Documents:

[WS - MEADOWS OF WILDWOOD SUBDIVISION ESCROW CONSIDERATIONS.PDF](#)

4. Discussion And Action On Cancellation Of The Tuesday, December 27, 2016 City Council Meeting (Wards – All)
- B. EXECUTIVE [CLOSED] SESSION Individually Identifiable Personnel Records, Performance Ratings Or Records Pertaining To Employees Or Applicants For Employment [RSMO 610.021 (13) 1994].

VI. OTHER

VII. ADJOURNMENT

City Council will consider and act upon the matters listed above, and such others as may be presented at the meeting and determined to be appropriate for discussion at that time.

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



WILDWOOD

November 14, 2016

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

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

Council Members:

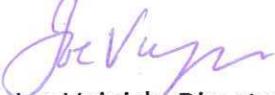
The Department continues to work on several efforts relating to the extension of high-speed internet service to the underserved and non-served areas of Wildwood. These efforts have been presented to the City Council over the last couple months at different times, but are summarized below for the purposes of this update. These summaries are as follows:

- **Four (4) Small Poles for Bays ET** - The Department has authorized the installation of two (2) of the poles within the City's public right-of-way areas on Melrose Road and Fox Creek Road. The contractor should have begun these installations by the time of this City Council meeting. The other two (2) locations are situated on private streets and the City appears not to have full rights of use upon them. One (1) location, Vixen Drive, the City has rights to a utility easement that abuts the private street, but its location is not the best for service, while the owner of the lot, where the preferred location is situated, has concerns about its placement. The other location, in Woodland Meadows Subdivision, the owners are agreeable and the Department is determining rights of use for the private roadway for access and utility purposes.
- **St. Louis County Emergency Communications Commission Towers** - The Department has provided the engineered drawings to St. Louis County for its review and consideration that are associated with the two (2) providers' use of them. These drawings are the final step in the approval process to proceed with the use of these structures for high-speed internet access. St. Louis County's review is on-going at this time, but appears to be complicated relative to Wisper ISP's request for a total of eighteen (18) antennas on an array at the Babler State Park tower location. This array of antenna limits future additions to the tower by St. Louis County, which is attempting to preserve a loading factor for its anticipated use at some point hereafter.
- **Sublease Agreements with Providers for Towers** - Both providers have responded and agreed to the terms of the agreements with the City. The agreements will be prepared for both of their signatures. The form agreement was approved by the City Council in October.

→ **Fiscal Year 2017 Budget Allocation** - The Department is requesting fifty thousand dollars (\$50,000.00) be set aside for the upcoming fiscal year to continue the extension of the two (2) providers' networks into those locations considered "last mile" due to their hard to serve nature.

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

Respectfully submitted,
CITY OF WILDWOOD


Joe Vujnich, Director
Department of Planning

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



MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: November 9, 2016

Re: Proposed Audio Visual Enhancements in Council Chambers

Background

The Department has been reviewing options for improving the ability to view items currently shown on the floor monitor and back wall projection in the Council Chambers, and specifically from the Council dais.

At the September 7, 2016 Meeting of the Administration/Public Works Committee, it was recommended that 19" monitors (11 total) be equally spaced across the Council dais, tilt-mounted at approximately 40° to prevent obscuring the view to the audience. The monitors would have a hard-wired connection to what is currently being displayed through the console. This would also allow for the elimination of the current floor monitor, which can now be utilized in the Community Room as needed. The cost to furnish and install this improvement is \$9,773.48.

Some other enhancements have already been implemented during 2016, including the following:

1. Hearing-Assist System (6 units total)
2. Podium Microphone Repair
3. Existing Speaker Volume Adjustments
4. Addition of Public Speech Timer System at Podium
5. Addition of iPad at Podium

These additional improvements have been completed at a total cost of \$4,542.30

In addition to the above, both the ceiling-mounted projector for the back wall and the table top document camera are dated and showing signs of needing replacement. Finally, the TV media have inquired whether the City has a mult box, which allows for the camera crews to connect directly to the City's audio feed instead of placing microphones at the podium.

Planning Tomorrow Today®

Recommendation

At its October 25, 2016 Meeting, the Administration/Public Works Committee reviewed options for these additional audio visual improvements, and has recommended proceeding with the following items:

Costs incurred year-to-date:	\$4,542.30
Dais monitors:	\$9,773.48
5400 Lumen Laser Projector:	\$9,346.09
Table top digital document camera:	\$3,670.10
Mult box:	<u>\$2,370.35</u>
2016 Recommended Total:	\$29,702.32

The 2016 Budget for City Hall A/V Improvements is only \$10,000. However, at the end of 2016, there is estimated to be a balance of \$175,080 remaining in the City Hall Project Fund, which will be closed out and transferred back to the General Fund. It is recommended by the Committee that a portion of this remaining balance be utilized through an end-of-year budget amendment before the fund is closed.

Reasons for Recommendation

1. The proposed dais monitors would provide for a better view of all items on display.
2. The tilt-mounted solution eliminates the blockage of sight lines, and provides for better room aesthetics.
3. A hard-wired solution improves reliability.
4. The sharing of monitors (spaced between seats) retains space for other paper meeting materials.
5. The replacement of old equipment (projector and document camera) is needed to provide the best quality video display for effectively conducting meetings.
6. The addition of a mult box will better accommodate the Press, and eliminate interference at the podium.
7. The City Hall Project Fund has a sufficient balance remaining to fund these improvements.

Bill #2222 has been placed on the November 14, 2016 Agenda for consideration of the additional items recommended by the Committee.

I will be available for any comments or questions at the November 14, 2016 City Council Work Session.

RST



MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: November 9, 2016

Re: City Vehicle Purchase

Background

\$25,000 was allocated in the 2016 Capital Budget to purchase an additional City vehicle for use by City Team Members. This was originally budgeted to accommodate the additional Recreation Specialist and Public Works Inspector positions, but is now needed even more with the additional of the Economic Development Manager position. City vehicles are also made available to elected officials, when needed to attend conferences, meetings, etc.

The City has always taken advantage of the State Cooperative Purchasing Program to obtain vehicles at a very reasonable cost. Joe Machens Ford Lincoln is the closest dealer selected for the 2016 State Purchasing Agreement, and has provided the attached quote for a 2017 Ford Escape.

Recommendation

It is recommended that the City purchase a 2017 Ford Escape through the State Cooperative Purchasing Program, as described on the attached quote (including the optional equipment listed and delivery).

Reasons for Recommendation

1. Funds have been allocated in the 2016 Capital Budget for this purchase.
2. With the addition of new City Team Members, there is a need for another City vehicle.

Resolution 2016-34 has been placed on the November 14, 2016 City Council Agenda, for consideration of this purchase.

I will be available for any comments or questions at the November 14, 2016 City Council Work Session.

RST

Planning Tomorrow Today®

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

October 19, 2016

Contract # C116023001

City of Wildwood

Subject: Joe Machens Proposal on a 2017 Ford Escape SE AWD

To: Whom it May Concern;

As per the requested quote on a 2017 Ford Escape SE AWD, Joe Machens Ford proposes the following. The Ford Escape includes the factory standard and State options. This proposed unit also has other options as noted below.

Price – Dealer Code – Option, Included Equipment

\$21,332 – U9G – 2017 Ford Escape SE Trim	LH & RH Manual Mirrors
200A pkg	All Season Tires plus spare
All Wheel Drive	Standard GVWR
1.5L EcoBoost Engine	4 wheels disc brakes – ABS
Standard Rear Axle	Cruise control and Tilt
Automatic Transmission 6 speed	Carpet Flooring
Air Conditioning	Cloth Seats

Optional equipment (Price – Dealer Code – Option):

\$45 – 942 – Daytime Running Lights
\$150 – PTS – 3rd Key
\$150 – DEL – Delivery
\$0 – TBD – Exterior Color: TBD

Total

\$21,677

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411
ksells@machens.com





WILDWOOD®
Department of Public Works

MEMORANDUM

To: Mayor James R. Bowlin and City Council Members

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

Date: November 9, 2016

Re: USGS Meramec River Flood Inundation Mapping Project

In response to the recent record flood on the Lower Meramec River, I attended a meeting last spring with officials with the Department of Natural Resources, the United States Geological Survey (USGS) and other agencies, where it was proposed that the USGS develop a Flood Inundation Mapping tool for the Lower Meramec River. The proposed Flood Inundation Mapping tool is an internet based application which would be made available for public access. The application would generate maps of the Meramec River floodplain that graphically indicate the areas of floodplain that will be flooded based on river stages forecast by the National Weather Service. The development of such a tool would be very beneficial to emergency responders, municipalities, other agencies and the general public during flood conditions on the lower Meramec River.

While Flood Inundation Mapping tools have been created for other rivers throughout the United States, the USGS has not yet developed any for St. Louis area, including the Meramec River. Unfortunately, to complete the Flood Inundation Mapping project, the USGS requires a cost share agreement between the USGS and other agencies that may benefit from the project. Typically the USGS funds 20% of the project cost with the remainder provided by other agencies.

Since last spring, when the project was first proposed, the USGS has reached out to the municipalities along the Meramec River, including Wildwood, and other agencies, to request funding for the project. (Please see **Exhibit A** for the USGS proposal.) At this point the USGS has received commitments for funding totaling \$128,000, which includes a \$5,000 commitment from the City of Wildwood. These financial commitments are enough to fully fund the project along the river from the Cities of Eureka to Valley Park and from the City of Fenton to the mouth of the Meramec River at the confluence of the Mississippi River. At this point, we expect the project to move forward beginning next year with completion planned by 2018.

Planning Tomorrow Today®

The Project Team Partners are as follows:

- U.S Geological Survey – USGS - \$ 24,000 (in kind matching funds)
- St. Louis Metropolitan Sewer District (MSD) - \$10,000
- City of Arnold - \$64,000
- City of Wildwood - \$5,000
- City of Eureka - \$5,000
- City of Fenton - \$5,000
- Missouri Department of Natural Resources (MDNR) - \$15,000

This item was presented to the Admin / Public Works Committee at their October 25th meeting. The Department did not request approval from the Committee at that time as it was thought the City Administrator, given the cost, could execute the agreement. However, City Attorney John Young has notified the Department that approval of a formal ordinance is necessary. Therefore, Bill 2219, authorizing the Mayor to execute a joint funding agreement with the U.S. Geological Survey, for the development of flood inundation mapping of the lower Meramec River, has been prepared for the consideration of the City Council. (Please see **Exhibit B** for the draft agreement.)

I will be available for any questions or comments at the November 14, 2016 work session of the City Council.

RCB

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A JOINT FUNDING AGREEMENT WITH THE U. S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE DEVELOPMENT OF FLOOD INUNDATION MAPPING OF THE LOWER MERAMEC RIVER BASIN

WHEREAS, the provisions of Sections 70.210 to 70.320 inclusive, RSMo., as amended, empower cities to contract and cooperate with a duly authorized agency of the United States for planning, development, construction, acquisition or operation of any public improvement or for a common service; and

WHEREAS, the St. Louis region experienced record flooding on the Lower Meramec River during the last week of December 2015 after a previous record rainfall event; and

WHEREAS, during the flood there was a lack of accurate information with regard to the expected flood crest elevation, as well as the areas expected to be flooded along the Meramec River in Wildwood; and

WHEREAS, to address this need, the United States Geological Survey (USGS) has the ability to develop an internet based Flood Inundation Mapping application, which provides river basin mapping that directly indicates areas that will be flooded based on the forecast river stage from the National Weather Service (the Project); and

WHEREAS, the limits of the Project include the Lower Meramec River Basin between the Cities of Eureka and Valley park and between the City of Fenton and the mouth of the Meramec River at the confluence of the Mississippi River; and

WHEREAS, the City Council finds and determines that completion of the Project would be to the benefit of the health, safety and general welfare of City staff, emergency responders, businesses, utility providers, other agencies, and residents during times of flooding along the Meramec River in Wildwood; and

WHEREAS, in order to complete the Project, which is estimated to cost \$128,000, the USGS requires a Joint Funding Agreement (“Agreement”), whereby the USGS funds 20% of the Project cost with the remaining costs to be paid by other agencies; and

WHEREAS, the USGS has received commitments for funding the Project from the St. Louis Metropolitan Sewer District, the Missouri Department of Natural Resources, and the Cities of Arnold, Fenton, and Eureka; and

WHEREAS, the City Council desires to enter into the Agreement to provide financial assistance for said Project in the amount of \$5,000.

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

Section One. That the form, terms, and provisions of the Joint Funding Agreement between the City of Wildwood, Missouri, and the USGS, relating to completion of the Project, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. The total expenses and liability of the City of Wildwood authorized herein shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00).

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

Section Four. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Five. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

Presiding Officer
Mayor

The Honorable James R. Bowlin,

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

Exhibit A



Flood Inundation Mapping for the Lower Meramec River between the Cities of Eureka and Valley Park and between the City of Fenton and the Mouth of the Meramec River at the confluence of the Mississippi River



Meramec River flooding at Eureka, MO.

Photo courtesy of St. Louis Post Dispatch



Meramec River flooding at Interstate 55 near Arnold, MO

Photo courtesy of St. Louis Post Dispatch

Background and Problem.

The Meramec River is one the longest free-flowing river in Missouri and has experienced frequent flooding through history. Flooding during the winter season of 2015-2016 impacted many commercial and residential communities, water supply and treatment facilities, and transportation infrastructure along the lower Meramec River. Despite the known hazards of flooding, U.S Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), City, and State Emergency management mitigation teams typically suffer from a lack of information related to the location, water depth, and water velocities of inundated areas both during and after floods. Industries and residents have to make quick and expensive decisions regarding evacuation of people and removal of equipment and property. Because of the large number of people and industries along the Meramec River, during high water the National Weather Service (NWS) issues peak stage forecasts at five streamgages in the lower Meramec River. However, knowing the stage (water-surface elevation) at selected locations does not readily provide information about the areas between streamgages that may be inundated.

During late December and early January (2015-2016) there was large scale flooding along a 50-mile reach of the Lower Meramec River from Pacific, Missouri downstream to the mouth at the confluence with the Mississippi River. Substantial impacts occurred in a 16-mile reach of the Meramec River, from the City of Eureka downstream to the City of Valley Park (fig.1.) and within a 15-mile reach of the Meramec River, from the City of Fenton, downstream to the mouth of the Meramec River at the confluence with the Mississippi River, including south St. Louis County residents and commercial business within the City of Arnold (fig.2.). The USGS Missouri Water Science Center (MOWSC) proposes to develop an online flood inundation mapping tool (FIM) for these selected reaches of the lower Meramec River. The Meramec River floodplain is well suited for estimated flood inundation mapping because of the availability of stage and discharge data at the streamgage locations at the Cities of Eureka and Arnold.

Objective.

The objective of this study is to develop an online FIM for the lower Meramec River between the Cities of Eureka and Valley Park and the City of Fenton and the mouth of the Meramec River at the confluence of the Mississippi River.

The Meramec River streamgage at Eureka will identify the upstream and downstream boundaries of the selected reach (fig.1), hereinafter referred to as the Eureka reach, and the streamgage at Arnold will identify the upstream and downstream boundaries of the identified reach in figure 2, hereinafter referred to as the Arnold reach. For the Arnold reach, the streamgage at the Mississippi River at St. Louis will be used to identify the propagation of backwater extending from the mouth at the Mississippi River. Both gages in the Arnold reach will be configured to assess the combined effects of inundation mapping on the Flood Tools dialog as illustrated in figure 3.

Data for these streamgages can be accessed by the USGS National Water Information System (NWIS) web interface.

07019000 – Meramec River at Eureka, MO

http://waterdata.usgs.gov/mo/nwis/uv/?site_no=07019000&PARAMeter_cd=00065.63160.00060

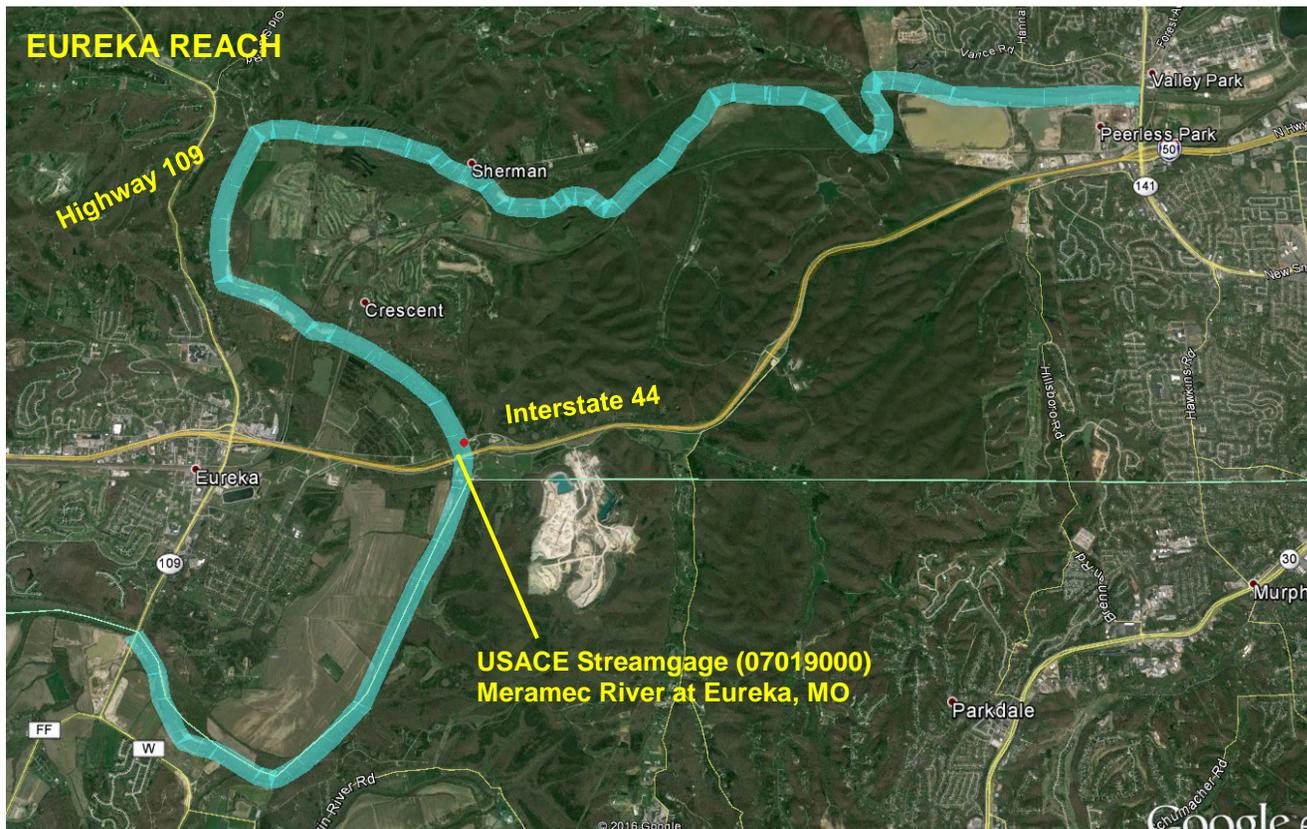


Figure 1. Proposed study reach from the City of Eureka downstream to the City of Valley Park.

07019300 – Meramec River at Arnold, MO

To be incorporated into NWIS

The streamgage location at the City of Arnold is operated by USACE and will be reviewed and published as a furnished record with guidance provided by the Office of Surface Water (OSW) Technical Memorandum 2016.04 to be disseminated by way of NWIS.

07010000 – Mississippi River at St. Louis, MO

http://waterdata.usgs.gov/mo/nwis/uv/?site_no=07010000&PARAMeter_cd=00065,63160,00060



Figure 2. Proposed study reach from a location downstream of Fenton to the mouth of the Meramec River at the confluence with the Mississippi River.

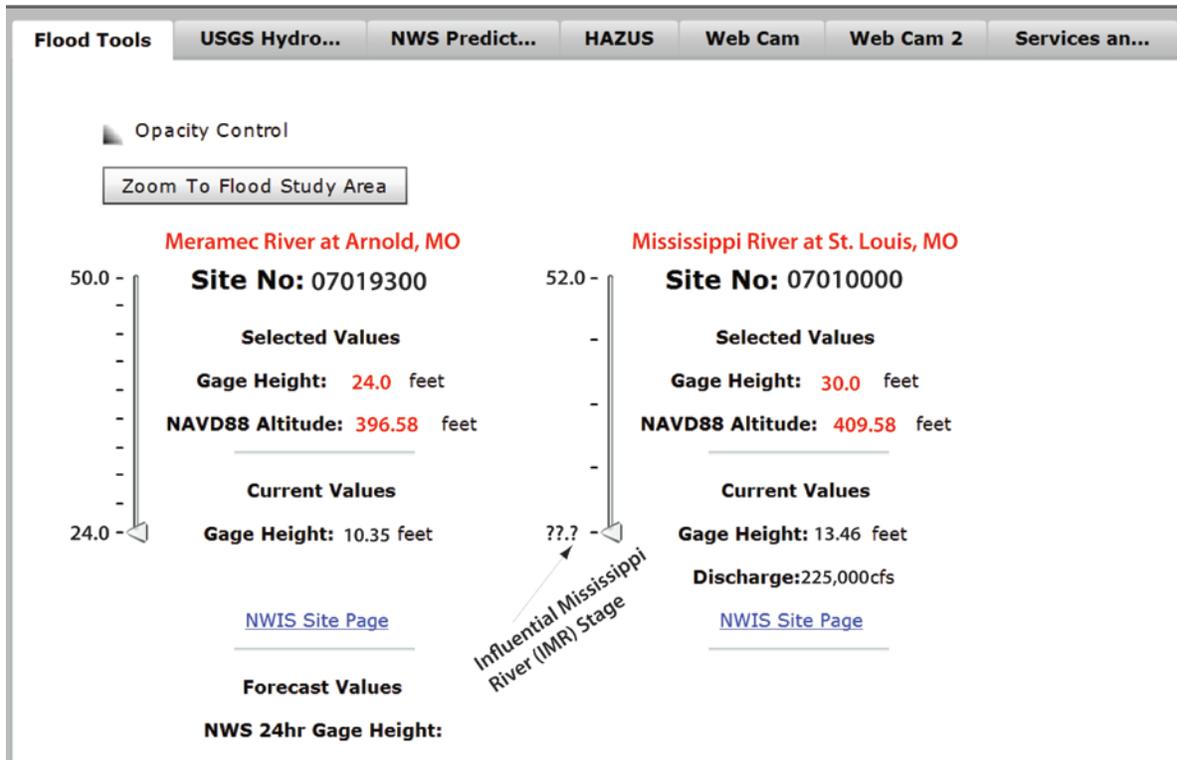


Figure 3. Flood Tool dialog example used in the Flood Inundation Mapper to assess flooding conditions along the proposed Arnold reach of the Meramec River and backwater influence from the Mississippi River.

Relevance and Benefits.

During periods of flooding, the availability of timely flood inundation maps could help prevent flood damage, assist recoveries, and possibly save lives. In addition to displaying corresponding flood inundation maps during periods of flooding, users also will have the ability to view the flood inundation map nearest to the NWS forecasted flood peak, and selected stages of interest. This information will help rescue crews, road crews, and property owners plan operations as flood waters rise. The user will be able to choose from a range of stages to analyze many flood scenarios. A flood inundation map near the peak event will be accessible and useful to mitigation teams after the event.

Value is added to the USGS streamgaging program linking real-time stage information to inundation maps. Other agencies such as the NWS and USACE benefit from enhanced flood forecast information and map generation and automation as part of the Corps Water Management System (CWMS). Pre-peak estimates of damaged areas would be available for FEMA. MoDOT can quickly access potential road or bridge damage and State Emergency Management Agencies can better focus state flood response and recovery resources. State environmental agencies can determine pollutant impacts from infrastructure damage. Evacuation routes can be assessed for flood access, allowing law enforcement locations to install barricades to block flooded roads.

The proposed project leverages several agencies' resources, builds upon an existing initiative and complements several ongoing activities not only within the watershed, but also within a state and national context. As a priority issue of the water resource mission of the USGS, information from this study will help inform decision makers regarding the minimization of the loss of life and property, in addition to water-resources issues related to watershed management.

Approach.

Using existing high resolution topographic data, flood-inundation maps will be referenced to the streamgage at Eureka (07019000 – Eureka reach) and the streamgage at Arnold (07019300 – Arnold reach) and the flood-forecast point for these locations at 1-2 foot stage increments starting from the stage corresponding to the NWS "Action" stage up to the stage corresponding to the 0.2 percent annual exceedance probability (AEP) flood. A one-dimensional unsteady-flow hydraulic model developed by the USACE is available along both study reaches and will be used to generate water-surface profiles that will be combined with high-resolution topographic data to generate flood inundation polygons and water depth information. The high resolution topographic data will be supplemented with precise field surveys of critical points such as the low points of roads, levees, or the first-floor elevations of selected buildings. Field verification of stage elevations will be made during any significant high-flow events that occur during the project to ensure accurate stage elevations and water depths.

For the Arnold reach, a concurrent effort will establish a set of flood inundation map layers representing backwater propagated by the Mississippi River. As noted in figure 3, the user will have the ability to toggle on headwater profiles of the proposed Meramec reach and integrate backwater influenced profiles using the Mississippi River gage at St. Louis. Although the Mississippi River gaging location at St. Louis is approximately 19 miles upstream of the mouth of the Meramec, another historic USGS gaging location along the Mississippi River at Mehlville, MO. (8 miles upstream of the mouth of the Meramec) will be used to assist development of a worst-case stage or tailwater condition at the mouth of the Meramec from the upstream Mississippi gage at St. Louis (fig.4).

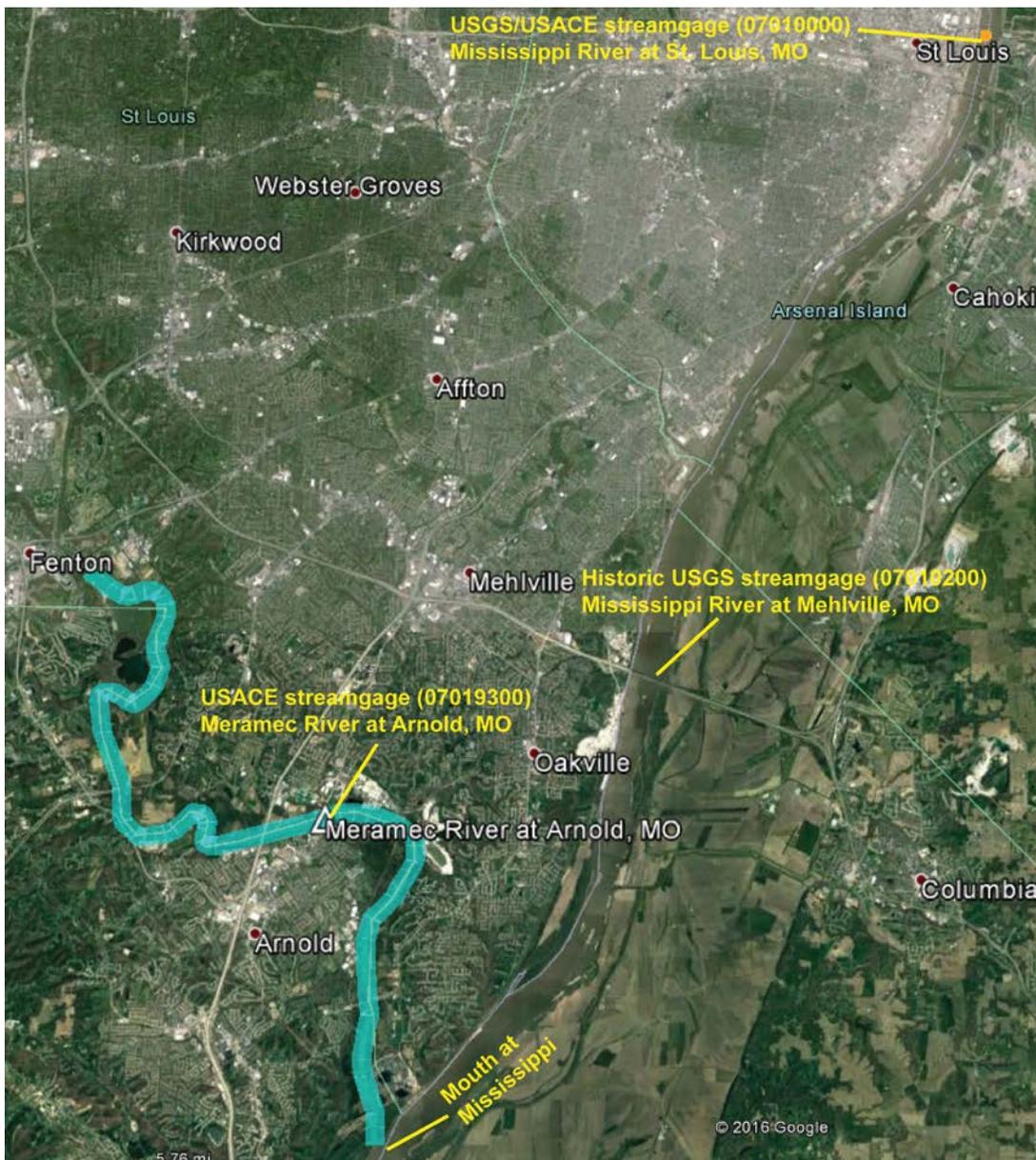


Figure 4. Map of streamgage locations on the Mississippi River used to integrate backwater influence along the proposed Arnold reach of the Meramec River.

After conducting the headwater analysis at the Arnold reach, a Mississippi River stage at the mouth of the Meramec River will be defined as the initial point of influence, or influential Mississippi River (IMR) stage determined to affect headwater profiles of the Meramec River study reach. Incremental Mississippi River stage tailwater conditions above (and including) the IMR stage will be used in modifying headwater hydraulic profiles along the Arnold reach. These backwater affected profiles will be disseminated and integrated as noted previously, toggling the Mississippi River gage at St. Louis (fig.3).

The maps for both the Eureka and Arnold reach will be presented on the Internet through the USGS flood inundation mapper web site http://water.usgs.gov/osw/flood_inundation.

Work tasks to be completed are described below and are in accordance with the Flood Inundation Map Library Guidelines documented within the following link:
http://water.weather.gov/ahps/NOAA_AHPS_Guidelines_Final_2011_v3.pdf

Existing Light Detection and Ranging (LiDAR) elevation data, Flood Insurance Studies (FIS), and USGS streamgages are pre-requisites for the inundation mapping effort. FIM products will reflect the North American Vertical Datum of 1988 (NAVD88) geodetic datum. The following tasks will be conducted as part of this study:

1.0 High-Water Mark Data Collection – Over 200 high-water mark elevations have been flagged along the Meramec River upstream of the City of Pacific down to the mouth of at the confluence with the Mississippi River. Approximately 15 marks have been surveyed within the Eureka reach (fig.1) and 40 marks within the Arnold reach (fig.2). These marks will be used for hydraulic model calibration and inundation map quality assurance.

2.0 Hydrologic Data Development – Data such as rating curves, gage datum elevation, historic flood peaks, and gage heights associated with flooding have been reviewed and compiled from the from the following USGS streamgages operated in cooperation with the USACE and MSD:

07017020 – Meramec River at Pacific, MO	(1994-Current)
07019000 – Meramec River at Eureka, MO	(1903-1906; 1921-Current)
07019130 – Meramec River at Valley Park, MO	(1938-Current)
07019210 – Meramec River at Fenton, MO	(2016)
07019300 – Meramec River at Arnold, MO	(1980-Current)

3.0 Hydraulic Modeling– Pending quality assurance checks to meet USGS FIM standards, existing one-dimensional hydraulic models will be utilized from USACE from the City of Eureka downstream to the City of Valley Park (Eureka reach, fig.1) and from a location near Fenton downstream to the mouth of the Meramec at the confluence with the Mississippi River (Arnold reach fig.2). Additional profiles will be conducted within the Arnold reach using tailwater conditions above (and including) the IMR stage to define backwater influence from the Mississippi River.

4.0 Develop Flood Inundation Layers and Depth Grids – Water-surface elevations obtained from modeled profiles will intersect with LiDAR bare earth topography to create inundation layers. Project will utilize existing high-resolution LiDAR elevation data that will translate to one-foot contours. Supplemental survey data will be acquired for critical infrastructure such as low points along roadways and levees, and first floor elevations for selected business or residential communities. Flood inundation layers will be developed from highway 109 downstream to highway 141, defining the Eureka reach (fig.1), and from a location just below Fenton, downstream to the mouth of the Meramec River at its confluence with the Mississippi, defining the Arnold reach (fig.2). All mapping layers will abide by FIM standards. Depth grids will be developed for each of the inundation layers to display expected depth of flooding to the nearest 1 ft or 0.5 ft depending upon the contour interval (1/2 the contour interval of topographic base data).

5.0 Documentation and FIM Posting – An on-line USGS Scientific Investigations Report and Fact Sheet will be published. The report will summarize water-surface profiles, hydraulic model development, and flood inundation mapping method, development, and delivery according to USGS FIM standards found in the FIM toolbox http://water.usgs.gov/osw/flood_inundation/toolbox/. The Fact Sheet will summarize the report and will also include steps on how to access and use the FIMs. The FIM tools will be posted on-line (fig. 5), complete with metadata.

6.0 Public Information and Outreach – To ensure that FIM maps are understood and utilized such that appropriate action is taken during a flood event, the maps will be promoted in a number of ways. Potential methods include media campaigns, web-based education, meetings and/or report or factsheet distribution. All of the project partners are anticipated to participate in the outreach effort.

Quality-Assurance Plan

The quality objective of the project is to provide valid hydrologic and hydraulic data of known and documented quality in support of the project objectives. The procedures outlined in the USGS Missouri Water Science Center surface-water quality assurance plan will be used during the study. The data gathered will be quality assured by the project chief and field personnel. Model development will be based on quality assured elevation data with sufficient density. Model calibration will be based on high-water mark and flow data to provide model integrity. Sensitivity analysis will be conducted to evaluate model performance.

Products.

1.0 Hydraulic Models – Completed one-dimensional HEC-RAS model shall be included in one project file along with separate GIS shapefiles of all cross-sections (geo-referenced) that were included in the model. The model will include pictures of hydraulic structures as they appear in the field. All supporting data used to evaluate these models shall be submitted with each model during the quality assurance review. Archival of surface-water model applications will be administered according to the office of surface water technical memorandum TM 2015.01. This technical memorandum assures published model applications are documented in a manner that facilitates reproducibility of the results presented in a published information format, administered through an electronic model archive.

2.0 Inundation Map Library and Dissemination - A complete map library dependent upon the Meramec River forecast locations at both Eureka and Arnold will include stage-based inundation layers, depth grids, street names and location, satellite imagery, and all associated shapefiles and metadata. The total number of inundation layers is to be determined. Maps will be produced for each 1-2 feet of stage beginning at the NWS-defined “Action” stage with a probable maximum to the 0.2 percent AEP. The inundation layers will be disseminated by the FIM.

<http://wimcloud.usgs.gov/apps/FIM/FloodInundationMapper.html>

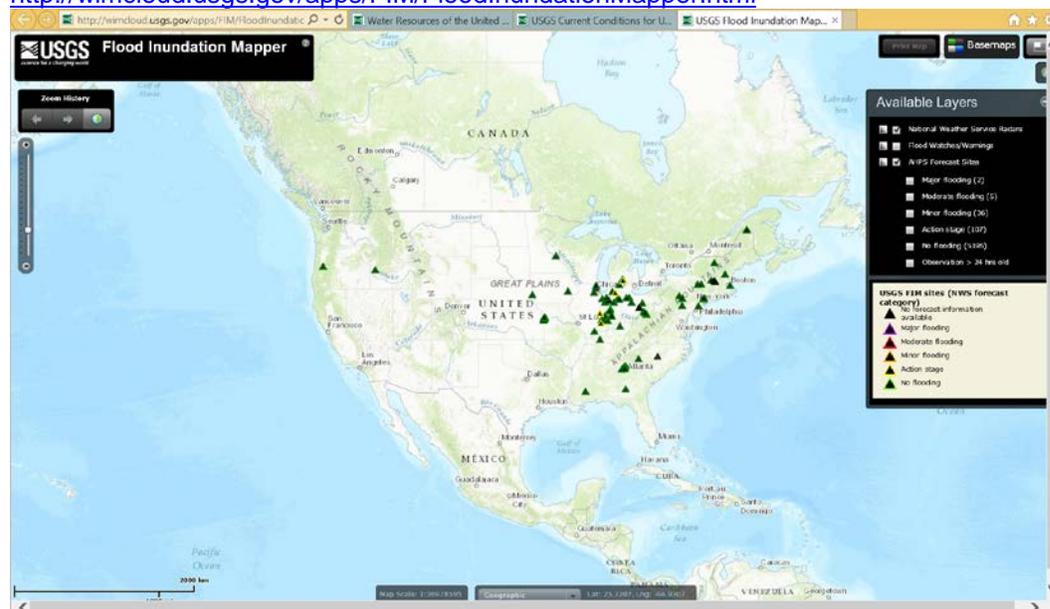


Figure 5. USGS Flood Inundation Map webpage showing locations of FIM projects throughout the United States. Lower Meramec FIMs will be added to this webpage

3.0 Documentation – An on-line report and fact sheet will be published. The report will summarize water-surface profiles, hydraulic model development, and flood inundation mapping method, development, and delivery according to USGS FIM standards found in the FIM toolbox http://water.usgs.gov/osw/flood_inundation/toolbox/. The fact sheet will summarize the report and will also include steps on how to access and use the FIMs.

4.0 Public Information and Outreach – The published on-line report and factsheet will be publicly available. To ensure that FIM maps are understood and utilized such that appropriate action are taken during a flood event, the maps will be promoted in a number of ways. Potential methods include media campaigns, web-based education, and informational meetings. All project partners are anticipated to participate in the outreach effort.

Timeline.

The estimated time to complete the project is approximately 18 months.

Task	Agency to Conduct Work	FY 2017									FY 2018								
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1. High Water Mark Data Collection	USGS																		
2. Hydrologic Data Development	USGS																		
3. Hydraulic Modeling	USACE / USGS																		
4. Develop Flood Inundation Layers and Depth Grids	USGS																		
5. Documentation and FIM Posting	USGS																		
6. Public Information and Outreach	Project Team Partners																		

Project Team Personnel.

The project team will consist of potential Federal, State, and local agencies including those who are actively involved in conducting the study and/or contribute funding or “in-kind” resources. As part of an anticipated outreach component, the team will coordinate with other state and local agencies as to the function and use of the FIMs.

Project Team Partners

- U.S Geological Survey – USGS
- U.S Army Corps of Engineers – USACE
- St. Louis Metropolitan Sewer District (MSD)
- City of Arnold
- City of Wildwood
- City of Eureka
- City of Fenton
- Missouri Department of Natural Resources (MDNR)

Budget

Task	Costs			
High Water Mark Data Collection	\$ 10,000.00			
Hydrologic Data Development	\$ 5,900.00			
Hydraulic Modeling	\$ 39,200.00			
Flood Inundation Layer and Depth Grid Development	\$ 38,700.00			
Documentation and FIM Posting	\$ 28,700.00			
Public Information and Outreach	\$ 5,500.00			
Total Project Costs (Eureka reach and Arnold reach)	\$ 128,000.00			
	Contribution	Entity	Description	
	\$ 64,000.00	City of Arnold	Cash	
	\$ 24,000.00	USGS	In-kind	Cooperative Matching Funds
	\$ 15,000.00	MDNR	Cash	
	\$ 10,000.00	MSD	Cash	
	\$ 5,000.00	City of Fenton	Cash	
	\$ 5,000.00	City of Eureka	Cash	
	\$ 5,000.00	City of Wildwood	Cash	
	\$ 128,000.00	Total Available Funds (As of June 13, 2016)		
	\$ 128,000.00	Total Project Costs (Eureka reach and Arnold reach)		
	\$ -	Additional Funds Needed		

The total estimated cost to develop and publish USGS FIMs for the Lower Meramec River for both Eureka and Arnold reaches is \$128,000.

In addition, Flood Inundation Maps could also be developed along the Meramec for reaches at the Union and Pacific streamgages for an additional cost of \$64,000 per streamgage reach.

Exhibit B

United States Department of the Interior



U. S. GEOLOGICAL SURVEY
Missouri Water Science Center
1400 Independence Road, MS 100
Rolla, Missouri 65401

October 18, 2016

Rick C. Brown
City of Wildwood
16860 Main St.
Wildwood, MO 63040

Dear Mr. Brown:

Enclosed for your review and approval is a copy of the Joint Funding Agreement for the support of the Flood Inundation Mapping for the Lower Meramec River between the Cities of Eureka and Valley Park and between the City of Fenton and the Mouth of the Meramec River at the confluence of the Mississippi River for the period of January 1, 2017 to June 30, 2018.

Work performed with funds from this agreement will be done on a fixed-price basis.

Please obtain the appropriate signature(s) and return a copy to our office as soon as possible.

The USGS is pleased to perform this work for the City of Wildwood. It is understood that the results of this work will be available to the USGS for publication and use in connection with related work. If you require further information, you may reach me at (573) 308-3665 or Leslie Burns, the administrative contact at (573) 308-3666.

Sincerely,

Amy Beussink
Director

Enclosure

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

Customer #: 6000005576
Agreement #: 17EMSG558000001
Project #: SG00GGD
TIN #: 43-1719569
Fixed Cost Agreement YES

FOR
WATER RESOURCE INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1st day of January, 2017 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Wildwood, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Flood Inundation Mapping for the Lower Meramec River between the Cities of Eureka and Valley Park and between the City of Fenton and the Mouth of the Meramec River at the confluence of the Mississippi River herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$1,000.00	January 1, 2017		June 30, 2018
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$5,000.00	January 1, 2017		June 30, 2018
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:
USGS DUNS 137774548
Match Pair Code: X9
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

City of Wildwood

USGS Point of Contact

Customer Point of Contact

Name: Paul Rydlund
 Address: US Geological Survey, MO WSC
 1400 Independence Dr., MS 100
 Rolla, MO 65401
 Telephone: 573-308-3572
 Email: prydlund@usgs.gov

Name: Rick C. Brown
 Address: 16860 Main St.
 Wildwood, MO 63040
 Telephone: 636-405-2024
 Email: rbrown@cityofwildwood.com

Signatures and Date

Signature:  Date: 10/18/16
 Name: Amy Beussink
 Title: Director, MO WSC

Signature: _____ Date: _____
 Name: _____
 Title: _____



WILDWOOD®
Department of Public Works

MEMORANDUM

To: Mayor James R. Bowlin and Members of the City Council

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

Date: November 9, 2016

Re: Review of 2017 Public Roads, Rights-of-Way and Parks Maintenance Bids

Background

Each year, the Department solicits bids for the maintenance of its public roads, rights-of-way and parks. This process has been in place since the City's incorporation, as contractual services have been the most cost-effective approach to maintaining the City's infrastructure and public lands.

Recommendation

On October 18th, 2016, sealed bids were opened for the FY-2017 Municipal Maintenance Contracts. A total of one new bid was received, from Meyer Electric Company for traffic signal maintenance, which is recommended. Three (3) existing contractors submitted new bids, and nine (9) existing contractors requested renewal of their 2016 rates, which is an option given current contractors in lieu of submitting a new bid.

The Departments of Public Works and Parks recommend accepting the thirteen (13) contractor bids for varying contract allocations based on the anticipated quantity of work assigned for different maintenance activities within the Public Works and Parks Departments.

Attached as **Exhibit A** is a copy of the bid tabulation received (new bids – green, renewals – blue). Attached as **Exhibit B** are the recommended not-to-exceed contract sums for each of the contractors in 2017. An example contract is attached as **Exhibit C**. Each of the new contracts would become effective January 1, 2017.

Reasons for Recommendation

- Given the size of the City and the large variety of maintenance work needed, it is normally necessary to award approximately 10-12 separate contracts through this process.
- Twelve (12) of the thirteen (13) contracts recommended for award or renewal involve contractors the City has utilized in prior years, and both Departments have been pleased with their performance.
- We received a new bid from Meyer Electric Company, for traffic signal services. This will allow us to complete some necessary traffic signal maintenance.

At its October 25th, 2016 meeting, the Admin/Public Works Committee recommended approval of the FY-2017 Municipal Maintenance Contracts. Therefore, the Department is requesting the City Council's approval of Bill 2221 that will authorize the Mayor to execute the 2017 Municipal Maintenance Contracts.

I will be available for any questions or comments at the November 14, 2016 work session of the City Council.

RCB

Planning Tomorrow Today®

Exhibit A

			FY 2017 Public Roads & Rights-of-Way and Parks Maintenance					green	NEW 2017 BID			blue	renewing 2016 prices		
Bid Item	Unit	Fontana Contr. Inc.	Collins & Herman, Inc.	Gaehle Contr.	T. Hill Const.	Kelpe Contracting Inc.	Westfall Hauling, Inc.	Winners Point	Omni Tree Service	Krupp Const. Inc.	Go Green Lawn and Landscape	Bob Otto Striping Service	Traffic Control Company	Meyer Electric Company	
CONTRACTURAL RATES															
Remove and Replace 7" (per city specification)	Sq. Yd	na	na	na	T&M	\$53.00	\$50.00	na	na	\$60.00	na	na	na	na	
Remove and replace 6" Conc. Vertical Curb	Lin ft	na	na	T&M	T&M	\$22.00	\$27.00	na	na	\$24.00	na	na	na	na	
Remove and replace 4" Conc. Sidewalk	Sq. Ft	na	na	T&M	T&M	\$7.00	\$6.00	\$5.75	na	\$6.00	na	na	na	na	
Remove and replace 6" conc. Sidewalk	sq ft	na	na	T&M	T&M	\$7.00	\$8.30	\$6.00	na	\$7.00	na	na	na	na	
Asphalt pothole patching (no removal)	ton	T&M	na	T&M	T&M	T&M	T&M	na	na	\$450.00	na	na	na	na	
Asphalt patching (incl up to 9" removal)	Sq. Yd	T&M	na	T&M	T&M	T&M	T&M	na	na	\$700.00	na	na	na	na	
Joint & crack seal (26' wide street)	Mile	\$6,000	na	na	T&M	na	na	na	na	\$8,000	na	na	na	na	
Sign repl. Including pole and hardware	Each	na	na	\$78.50	\$85.00	na	na	na	na	\$80.00	na	na	na	na	
Sign replacement on existing pole (or 2nd sign-same pole)	Each	na	na	\$48.50	\$52.00	na	na	na	na	65	na	na	na	na	
CONSTRUCTION EQUIPMENT WITH OPERATOR															
2 cu. Yd. Hi-lift	per hr	na	na	na	\$150.00	\$155.00	\$140.00	na	na	\$145.00	na	na	na	na	
	per day	na	na	na	\$1,200	\$1,240.00	\$1,120	na	na	\$900.00	na	na	na	na	
Rubber tire loader/backhoe (salt loading at City salt facility)	per hr	na	na	\$110.00	\$115.00	\$145.00	\$140.00	na	na	\$145	na	na	na	na	
	per day	na	na	na	\$920.00	\$1,160.00	na	na	na	\$900	na	na	na	na	
Pavement Breaker	per hr	na	na	\$110.00	na	\$145.00	na	na	na	\$117	na	na	na	na	
	per day	na	na	na	na	\$1,160.00	na	na	na	\$735	na	na	na	na	
Backhoe	per hr	na	na	\$95.50	\$110.00	\$130.00	\$95.00	na	na	\$92.00	na	na	na	na	
	per day	na	na	na	\$880.00	\$1,040.00	\$780.00	na	na	\$610.00	na	na	na	na	
Motor Grader	per hr	na	na	na	na	\$133.00	na	na	na	\$98.00	na	na	na	na	
	per day	na	na	na	na	\$1,064.00	na	na	na	\$605.00	na	na	na	na	
Excavator	per hr	na	na	\$95.50	\$110.00	\$200.00	\$140.00	na	na	\$125.00	na	na	na	na	
	per day	na	na	na	\$880.00	\$1,600.00	\$1,120	na	na	\$762.00	na	na	na	na	
Skidsteer loader	per hr	na	na	\$78.50	\$105.00	\$128.00	\$80.00	\$75.00	\$80.00	\$81.00	na	na	na	na	
	per day	na	na	na	\$840.00	\$1,024.00	\$640.00	\$600.00	\$640.00	\$502.00	na	na	na	na	
Grading Tractor	per hr	na	na	\$70.00	\$80.00	\$87.00	\$70.00	na	\$80.00	\$63.00	na	na	na	na	



WILDWOOD

FY 2017 Public Roads & Rights-of-Way and Parks Maintenance

green

NEW 2017 BID

blue

renewing 2016 prices

Bid Item	Unit	Fontana Contr. Inc.	Collins & Herman, Inc.	Gaehle Contr.	T. Hill Const.	Kelpe Contracting Inc.	Westfall Hauling, Inc.	Winners Point	Omni Tree Service	Krupp Const. Inc.	Go Green Lawn and Landscape	Bob Otto Striping Service	Traffic Control Company	Meyer Electric Company
	per day	na	na	na	\$640.00	\$696.00	\$560.00	na	\$640.00	\$352.00	na	na	na	na
Brush Hog (rear) 6' min.	per hr	na	na	72.5 7FT.	\$80.00	\$87.00	\$75.00	na	\$80.00	na	na	na	na	na
	per day	na	na	na	\$640.00	\$696.00	\$600.00	na	\$640.00	na	na	na	na	na
Brush Hog (rear) 12'	per hr	na	na	na	\$100.00	na	na	na	na	na	na	na	na	na
	per day	na	na	na	\$800.00	na	na	na	na	na	na	na	na	na
Brush Hog (side) 6' min.	per hr	na	na	\$85.00	na	na	na	na	\$90.00	na	na	na	na	na
	per day	na	na	na	na	na	na	na	\$720.00	na	na	na	na	na
Finish Mower	per hr	na	na	\$40.00	na	na	na	na	na	na	\$40.00	na	na	na
	per day	na	na	na	na	na	na	na	na	na	na	na	na	na
Weed Eating	per hour	na	na	na	na	na	na	na	\$40.00	na	na	na	na	na
	per day	na	na	na	na	na	na	na	\$320.00	na	na	na	na	na
Bucket Truck (signal and street lights)	per hr	na	na	na	na	na	na	na	\$105.00	na	na	na	na	\$75.00
	per day	na	na	na	na	na	na	na	\$840.00	na	na	na	na	na
Tandem Dump Truck (2 1/2 ton)	per hr	na	na	\$80.00	\$95.00	\$88.00	\$85.00	na	na	na	na	na	na	na
	per day	na	na	na	\$760.00	\$704.00	\$680.00	na	na	na	na	na	na	na
Tandem Dump Truck (2 ton)	per hour	na	na	na	na	\$88.00	na	na	na	na	na	na	na	na
	per day	na	na	na	na	\$704.00	na	na	na	na	na	na	na	na
Single Axle Dump Truck (2 ton)	per hr	na	na	\$70.00	\$85.00	\$85.00	\$75.00	\$68.00	\$70.00	\$55.00	na	na	na	\$35.00
	per day	na	na	na	\$680.00	\$680.00	\$600.00	\$544.00	\$560.00	\$600.00	na	na	na	na
Asphalt Paving Machine (self-propelled)	per hr	na	na	na	na	\$175.00	\$200.00	na	na	\$100.00	na	na	na	na
	per day	na	na	na	na	\$1,400.00	\$1,600	na	na	\$700.00	na	na	na	na
2-5- ton roller	per hr	na	na	\$70.00	\$80.00	\$100.00	\$80.00	na	na	\$65.00	na	na	na	na
	per day	na	na	na	\$640.00	\$800.00	\$640.00	na	na	\$450.00	na	na	na	na
Chipper	per hr	na	na	\$80.00	na	na	na	na	\$85.00	na	na	na	na	na
	per day	na	na	na	na	na	na	na	\$680.00	na	na	na	na	na
Stump Grinder	per hr	na	na	\$85.00	\$85.00	na	na	na	\$100.00	na	na	na	na	na
	per day	na	na	na	\$680.00	na	na	na	\$800.00	na	na	na	na	na
Power Washer (water available)	per hr	na	na	\$60.00	\$65.00	na	na	\$60.00	\$55.00	na	na	na	na	na
	per day	na	na	na	\$520.00	na	na	\$480.00	\$440.00	na	na	na	na	na



WILDWOOD

FY 2017 Public Roads & Rights-of-Way and Parks Maintenance

green

NEW 2017 BID

blue

renewing 2016 prices

Bid Item	Unit	Fontana Contr. Inc.	Collins & Herman, Inc.	Gaehle Contr.	T. Hill Const.	Kelpe Contracting Inc.	Westfall Hauling, Inc.	Winners Point	Omni Tree Service	Krupp Const. Inc.	Go Green Lawn and Landscape	Bob Otto Striping Service	Traffic Control Company	Meyer Electric Company
Asphalt/Concrete Saw (includes blades)	per hr	na	na	\$110.00	\$104.00	\$118.00	na	na	na	na	na	na	na	na
	per day	na	na	na	\$832.00	\$944.00	na	na	na	na	na	na	na	na
Pickup Truck	per hr	na	na	\$65.00	\$75.00	\$77.00	\$65.00	\$60.00	\$60.00	\$50.00	na	na	na	\$6.00
	per day	na	na	na	\$600.00	\$616.00	\$520.00	\$480.00	\$480.00	\$300.00	na	na	na	na
1-ton Dump Truck	per hr	na	na	\$70.00	\$85.00	\$80.00	\$70.00	na	\$65.00	\$65.00	\$60.00	na	na	na
	per day	na	na	na	\$680.00	\$640.00	\$560.00	na	\$520.00	\$390.00	na	na	na	na
Tar Pot	per hr	na	na	na	na	na	na	na	na	na	\$75.00	na	na	na
	per day	na	na	na	na	na	na	na	na	na	na	na	na	na
Street Sweeper	per hr	\$90.00	na	na	na	na	na	na	na	na	na	na	\$90.00	na
TRAFFIC CONTROL														
Barricades	ea./dy	na	na	na	na	na	na	na	na	\$130.00	na	na	na	na
Barrels	ea./dy	na	na	na	\$3.00	na	na	na	na	\$3.00	na	na	na	na
Signs	ea./dy	na	na	na	\$8.00	na	na	na	na	\$3.25	na	na	na	na
Pick up & delivery of barrels, barricades, signs, etc.	each	na	na	na	T&M	T&M	na	na	na	T&M	na	na	na	na
Arrow Panel	ea./dy	na	na	na	na	\$135.00	na	na	na	\$145.00	na	na	na	\$50.00
Pavement Marking*, 4" Solid	lin. ft	na	na	na	na	na	na	na	na	na	na	\$0.24	\$0.10	na
Cross walks, 2' x 4' Continental	ea	na	na	na	na	na	na	na	na	na	na	\$15.00	\$21.00	na
Stop Bars, 12" or 12" Crosswalk borders	lin. ft	na	na	na	na	na	na	na	na	na	na	\$1.50	\$3.00	na
Single Arrows	ea	na	na	na	na	na	na	na	na	na	na	\$35.00	\$36.00	na
Double Arrows	ea	na	na	na	na	na	na	na	na	na	na	\$45.00	\$65.00	na
"ONLY" Wording	ea	na	na	na	na	na	na	na	na	na	na	\$35.00	\$105.00	na
Yield symbol for round-a-bout	ea	na	na	na	na	na	na	na	na	na	na	\$35.00	\$15.50	na



WILDWOOD

FY 2017 Public Roads & Rights-of-Way and Parks Maintenance

green

NEW 2017 BID

blue

renewing 2016 prices

Bid Item	Unit	Fontana Contr. Inc.	Collins & Herman, Inc.	Gaehle Contr.	T. Hill Const.	Kelpe Contracting Inc.	Westfall Hauling, Inc.	Winners Point	Omni Tree Service	Krupp Const. Inc.	Go Green Lawn and Landscape	Bob Otto Striping Service	Traffic Control Company	Meyer Electric Company
Personnel (Non-Prevailing Wage Rate Maintenance)														
Skilled Laborers	hr	na	na	\$52.00	\$55.00	\$70.00	\$52.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	na	na
Unskilled Laborers	hr	na	na	\$43.00	\$55.00	\$70.00	\$40.00	\$40.00	\$42.00	\$45.00	\$40.00	\$40.00	na	na
Operators	hr	na	na	\$59.00	\$60.00	\$83.00	\$65.00	na	\$55.00	\$59.00	\$60.00	\$60.00	na	na
Supervisors	hr	na	na	\$60.00	\$60.00	\$82.00	\$70.00	\$60.00	\$70.00	\$71.00	\$75.00	\$75.00	na	na
Personnel (Prevailing Wage Rate Maintenance)														
Rates prescribed in Annual Wage Order No. 23 plus %	%	na	na		35.00%	43.00%	25.00%	na	25.00%	11.00%	30.00%	30.00%	na	na
Foreman Lineman, Traffic Signals	per hr	na	na	na	na	na	na	na	na	na	na	na	na	\$99.00
Journeyman Lineman, Traffic Signals	per hr	na	na	na	na	na	na	na	na	na	na	na	na	\$94.00
Materials & Dump Fees														
All construction mat. & dump fees at cost plus %	%	na	na	8.00%	15.00%	13.00%	15.00%	15.00%	15.00%	12.80%	15.00%	15.00%	na	na
Snow removal														
2 1/2 ton Dump Truck w/ salt spreader	per hr	na	na	na	\$135.00	na	na	na	na	\$140.00	na	na	na	na
	# avail	na	na	na	1	na	na	na	na	1	na	na	na	na
2 ton Dump Truck w/ salt spreader	per hr	na	na	\$135.00	\$135.00	\$140.00	\$135.00	\$125.00	\$130.00	\$130.00	na	na	na	na
	# avail	na	na		1	3	2	na	1	1	na	na	na	na
1 ton Dump truck w/salt spreader	per hr	na	na	\$130.00	\$135.00	na	\$130.00	na	\$120.00	\$120.00	\$125.00	na	na	na
	# avail	na	na		4	na	3	na	2	1	3	na	na	na
Motor grader	per hr	na	na	na	na	\$133.00	na	na	na	\$180.00	na	na	na	na
	# avail	na	na	na	na	2	na	na	na	2	na	na	na	na
2 1/2 ton truck w/plow	per hr	na	na	na	\$135.00	na	na	na	na	\$140.00	na	na	na	na
	# avail	na	na	na	1	na	na	na	na	1	na	na	na	na
2 ton truck w/plow	per hr	na	na	\$135.00	\$135.00	na	na	\$125.00	\$130.00	\$130.00	na	na	na	na



WILDWOOD

FY 2017 Public Roads & Rights-of-Way and Parks Maintenance

green

NEW 2017 BID

blue

renewing 2016 prices

Bid Item	Unit	Fontana Contr. Inc.	Collins & Herman, Inc.	Gaehle Contr.	T. Hill Const.	Kelpe Contracting Inc.	Westfall Hauling, Inc.	Winners Point	Omni Tree Service	Krupp Const. Inc.	Go Green Lawn and Landscape	Bob Otto Striping Service	Traffic Control Company	Meyer Electric Company
	# avail	na	na		1	na	na	1	1	1	na	na	na	na
1 ton truck w/plow	per hr	na	na	\$130.00	\$120.00	\$130.00	na	\$115.00	\$120.00	\$120.00	na	na	na	na
	# avail	na	na		4	5	na	1	2	0	na	na	na	na
4 x 4 pickup w/plow	per hr	na	na	\$117.50	\$120.00	\$120.00	na	\$110.00	\$110.00	\$110.00	\$110.00	na	na	na
	# avail	na	na	na	3	9	na	1	3	2	3	na	na	na
Tractor w/ blade	per hr	na	na	na	na	\$85.00	na	na	na	na	na	na	na	na
	# avail	na	na	na	na	1	na	na	na	na	na	na	na	na
Bulk de-icing Salt (includes storage and loading)														
Salt provided by contractor	ton	na	na	na	na	na	na	na	na	\$180.00	na	na	na	na
Salt Provided by City @ \$15.00 per ton														
Removal and Disposal of Animals														
Under 40 lbs		na	na	na	na	na	na	na	na	na	na	na	na	na
Over 40 lbs		na	na	na	na	na	na	na	na	na	na	na	na	na
														na
Guardrail														
Type "A" Guardrail (200' minimum)	LF - new	na	\$28.00	na	na	na	na	na	na	T&M	na	na	na	na
25' Terminal Section	Ea. - new	na	\$1,250	na	na	na	na	na	na	T&M	na	na	na	na
Hourly rate per employee plus material	Per/hr -	na	\$85.00	na	na	na	na	na	na	\$62.50	na	na	na	na
Bids Received Tuesday October 18th, 2016 10:00amCST			green	NEW 2017 BID										
			blue	renewing 2016 prices										

Account	2017 Budget	Gaehle Contr. Inc.	Kelpe Contr.	T. Hill Const.	Fontana Contr.	Westfall	Omni Tree Service	Winner's Point	Go Green	Collins & Herman, Inc.	Bob Otto Striping	Traffic Control Company	Krupp Const.	Meyer Electric	Balance
490-05 Roadway Culvert Replacement*	50,000	30,000	10,000	10,000											-
460-14 Traffic Safety Improvements*	75,000									50,000	5,000	5,000			15,000
Parks, trails and general maintenance	250,000	212,500					15,000				7,500				15,000
Contingency (10%)	129,100	47,000	15,050	13,250	7,000	10,750	11,500	3,000	2,500	1,000	1,500	5,300	3,500	2,500	5,250
Total Contract Amount	1,745,100	729,500	165,550	145,750	77,000	118,250	141,500	33,000	27,500	61,000	29,000	63,300	38,500	27,500	87,750

* portion of budget allocated to maintenance contracts

Exhibit C

PUBLIC ROADS, RIGHTS-OF-WAY & PARKS MAINTENANCE AGREEMENT

THIS AGREEMENT, dated the 1st day of Jan, 2017 (**Leave blank**) is made by and between the CITY OF WILDWOOD, a municipal corporation in St. Louis County, Missouri (the "Municipality"), and Kelpe Contracting, Inc. ("Contractor"). In consideration of the mutual Agreements and covenants provided in the Agreement and other good and valuable consideration, the Municipality and The Contractor hereby agree as follows:

1. **Scope of Work.** As requested by the Municipality, the Contractor shall perform maintenance and related services to public streets, roads and other areas located between rights-of-way, including drainage areas, owned by or controlled under the jurisdiction of the Municipality (collectively, the "Rights-of-Way") at locations as instructed by the Director of Public Works. The services to be provided under this Agreement may include, but not be limited to, the following:

1. Snow and ice control;
2. Asphalt repairs (e.g., pot holes and major deteriorated areas);
3. Repair and replacement of deteriorated concrete pavements (e.g., streets and public walkways);
4. Erosion control;
5. Repair and replacement of guardrail and fences;
6. Grass cutting, tree trimming;
7. Litter control;
8. Street sweeping;
9. Repair and replacement of storm sewers;
10. Striping;
11. Crack filling;
12. 24-hour traffic control, emergency service, barricades, etc.;
13. Repair, maintenance, removal and replacement of signage, as required;
14. Removal of animals and other hazards;
15. Other routine or required maintenance on roads or Rights-of-Way; and
16. Emergency repairs and maintenance on Rights-of-Way, as required.

2. **Charges.** The charges to the Municipality for the above work shall be billed by the Contractor on a time and material or unit basis at the rates established herein, or as otherwise agreed in writing, but shall not exceed an aggregate amount of \$ 165,550 (**leave blank**) without prior approval of the City Council. The rates are as follows, unless a lower rate is agreed to in writing:

A. CONTRACTUAL RATES

Remove & Replace Concrete Pavement, 7" (per city specification)	\$ <u>53.00</u>	/sq yd
Remove & Replace 6" Conc. Vertical Curb	\$ <u>22.00</u>	/lin ft
Remove & Replace 4" Conc. Sidewalk	\$ <u>7.00</u>	/sq ft
Remove & Replace 6" Conc. Sidewalk	\$ <u>7.00</u>	/sq ft
Asphalt pothole patching (no removal)	\$ <u>T + M</u>	/ton
Asphalt patching (include up to 9" removal)	\$ <u>T + M</u>	/sq yd
Joint and Crack Seal (26' Wide Street)	\$ <u>NA</u>	/mile
* Subject to Attachment F		
Sign replace including pole & hardware	\$ <u>NA</u>	ea
Sign replacement on existing pole (or second sign on same pole)	\$ <u>NA</u>	ea

*All materials shall be purchased from approved vendors.
Contractor shall provide the City with all material tickets.+*

B. CONSTRUCTION EQUIPMENT WITH OPERATOR

2 cu. yd. Hi-lift	\$ <u>155.00</u> /hour	\$ <u>1,240.00</u> /day
Rubber tire loader /backhoe (Salt loading at City salt facility)	<u>145.00</u>	<u>1,160.00</u>
Pavement Breaker	<u>145.00</u>	<u>1,160.00</u>
Backhoe	<u>130.00</u>	<u>1,040.00</u>
Motor Grader	<u>133.00</u>	<u>1,064.00</u>
Excavator <i>Full size</i>	<u>200</u>	<u>1,600.00</u>
Skid-steer Loader	<u>128.00</u>	<u>1,024.00</u>
Grading Tractor	<u>87.00</u>	<u>696.00</u>

Brush Hog (rear) 6' min.	<u>87.00</u>	<u>696.00</u>
Brush Hog (side) 6' min.	<u>/</u>	<u>/</u>
Finish Mower	<u>/</u>	<u>/</u>
Weed eating	<u>/</u>	<u>/</u>
Bucket Truck (signal or street lights)	<u>/</u>	<u>/</u>
Tandem Dump Truck (2 1/2 ton)	<u>88.00</u>	<u>704.00</u>
Tandem Dump Truck (2 ton)	<u>88.00</u>	<u>704.00</u>
Single Axle Dump Truck (2 ton)	<u>85.00</u>	<u>680.00</u>
Asphalt Paving Machine (self-propelled)	<u>175.00</u>	<u>1400.00</u>
2-5- ton Roller	<u>100.00</u>	<u>800.00</u>
Chipper	<u>/</u>	<u>/</u>
Stump Grinder	<u>/</u>	<u>/</u>
Power washer (water available)	<u>/</u>	<u>/</u>
Asphalt/Concrete Saw (includes blades)	<u>118.00</u>	<u>944.00</u>
Pickup Truck	<u>77.00</u>	<u>616.00</u>
1-ton Dump Truck	<u>80.00</u>	<u>640.00</u>
Tar Pot	<u>/</u>	<u>/</u>
Street Sweeper*	<u>NA</u>	per hour

***Subject to Attachment C**

C. TRAFFIC CONTROL

Barricades	<u>NA</u> each per day
Barrels	<u>NA</u> each per day
Signs	<u>NA</u> each per day
Pick up and delivery of barrels, barricades, signs, etc.	<u>T&M</u> each
Arrow Panel	<u>135.00</u> each per day
Pavement Marking*, 4" solid	<u>NA</u> /lin ft
Cross Walks, 2' x 4' Continental	<u>NA</u> ea.
Stop Bars, 12" or 12" Crosswalk borders	<u>NA</u> /lin ft
Single Arrows	<u>NA</u> ea.
Double Arrows	<u>NA</u> ea.
"ONLY" wording	<u>NA</u> ea.
Yield symbol for round-a-bout.	<u>NA</u> ea.

*** Subject to attachment D**

D. PERSONNEL (non prevailing wage rate maintenance)

Skilled Laborers	<u>70.00</u> per hour
Unskilled Laborers	<u>70.00</u> per hour
Operator's	<u>83.00</u> per hour
Supervisor's	<u>82.00</u> per hour

E. PERSONNEL (prevailing wage rate maintenance)

Rates prescribed in Annual Wage Order No. 23 plus 43 %.

F. MATERIALS AND DUMP FEES

All Construction materials (asphalt, rock, etc.) and dump fees shall be billed at a cost, plus 13 % basis.

G. SNOW REMOVAL (all rates with drivers or operators)

2 1/2 ton Dump Truck W/Salt Spreader	\$ <u>NA</u> per hour	# available <u>0</u>
2 ton Dump Truck W/Salt Spreader	<u>140.00</u>	<u>3</u>
1 ton Dump Truck W/Salt Spreader	<u>NA</u>	<u>0</u>
Motor Grader	<u>133.00</u>	<u>2</u>
2 1/2 Ton Truck w/plow	<u>NA</u>	<u>0</u>
2 ton Truck w/plow	<u>NA</u>	<u>0</u>
1 ton Truck w/plow	<u>130.00</u>	<u>5</u>
4 x 4 Pickup w/plow	<u>120.00</u>	<u>9</u>
Tractor w/ Blade	<u>85.00</u>	<u>1</u>
Bulk De-icing Salt (includes storage and loading)		
(salt provided by Contractor)	<u>NA</u> per ton – (usually not needed)	
(salt provided by City)	\$15.00 per ton for storage & loading-non negotiable	

* Subject to Attachment E

H. The following items will be performed at a flat rate charge as follows:

<u>Item</u>	<u>Flat Rate Charge</u>
Removal/disposal of animals (under 40 lbs)	\$ <u>NA</u>
(over 40 lbs)	\$ <u>NA</u>

I. GUARDRAIL - Type "A" Guardrail and terminal sections shall be installed according to Section 606 of St. Louis County Standard Specifications for Highway Construction (Standard Specifications), January 1, 1997 edition.

Type "A" Guardrail (200' minimum)	<u>NA</u> /lin. Ft (new installation)
25' Terminal Section	<u>NA</u> / each (new installation)
Hourly rate per employee plus material	<u>NA</u> /hour - (repair work)

J. The foregoing rates and charges for vehicle operation and personnel compensate for all costs of performing the work (e.g., licensing, gas, maintenance, labor costs) and the Contractor shall not bill for additional charges relating to such work without prior express written modification of this Agreement.

K. In addition to the work items listed in this Section 2, the Contractor shall provide estimates, at no charge, for all other work items considered by the Municipality at the request of the Municipality.

L. Billing for work done under this Agreement shall be submitted by the Contractor for each individual item of work no more than ten (10) days after that work is performed. Where a series of items of work involve essentially a continuous work project, billing monthly on dates specified by the Municipality can be arranged. Billing will be in a form specified by and acceptable to the Director of Public Works of the Municipality.

M. The Contractor shall use the lowest cost piece of equipment and the minimum number of personnel necessary to properly complete each project, provided that where it is convenient for the Contractor to use a higher rate piece of equipment and additional personnel it may do so but may charge only the rates for the lowest cost/least personnel that would have been required.

3. Work Requests and Authorization. All work under this Agreement shall be performed only as authorized and directed by the Municipality by means of and in compliance with the terms of a Work Request issued by the Municipality. For each work item requested, the Municipality shall issue to the Contractor a Work Request substantially similar to Attachment B hereto, and The Contractor shall perform such work or provide estimates pursuant to the terms of such Request. All Work Requests that may result in a charge or charges in excess of \$1000.00 must be approved by the Director of Public Works, or his designee, after receipt of the estimate by the Contractor and before any such work is performed. Unless otherwise established by the Director of Public Works, the receipt of the Work Request shall be authorization to the Contractor to perform the item requested if completion of the work does not exceed \$1000.00. The Contractor shall promptly (not to exceed 5 days) provide a response or estimate to any Work Request received, and also promptly provide a report of each completed work item/project to the Municipality in a manner established by the Director of Public Works.

6

4. Labor, Equipment and Materials. The Contractor shall furnish, unless otherwise provided, all implements, machinery, equipment, tools, supplies, and labor necessary to the performance of the work under this Agreement, including any emergency repairs and maintenance. The Contractor shall at no charge provide a covered storage area on its own premises for the storage of salt or other material owned by the Municipality for performance of this Agreement. The Contractor shall use such salt or other materials only for the benefit of the Municipality in performance of this Agreement.

5. Subcontractors. The Contractor shall perform all of the work under this Agreement with the Contractor's own personnel and shall not subcontract any part of the work unless the Contractor receives prior written consent of the Director of Public Works of the Municipality. Any subcontractors used, all of whom must be approved by the Director of Public Works of the Municipality, shall be supervised by the Contractor and, prior to such approval, shall have provided the Municipality a complete rate schedule for work to be performed. The Contractor shall charge the Municipality on a cost basis for such subcontract work. Any variance from these charges may only be made with the prior written consent of the Director of Public Works of this Municipality.

6. **Inspections.** In the course of its performance of this Agreement and at no additional charge, the Contractor shall inspect Rights-of-Way on a regular basis, not to exceed every ninety (90) days, beginning with ninety (90) days from the date of this Agreement. Inspections may be undertaken during the course of performing other work items, provided no additional time or charge is billed for such inspection. The Contractor shall submit a written report of such inspection, detailing any and all deficiencies in the Rights-of-Way and providing recommendations for corrective solutions to any deficiencies found and estimates of cost for such corrections. In addition to these regular inspections, the Contractor shall document any deficiencies in conditions of any Rights-of-Way observed in interim periods and report the same to the Director of Public Works of the Municipality promptly, but in no event more than 24 hours after such deficiency or deficiencies are observed.

7. **Snow Removal.** The Contractor shall maintain snow removal equipment and personnel sufficient to adequately provide snow removal and deicing services for all public streets and roadways of the Municipality as may be designated by the Director of Public Works on a route schedule acknowledged by the Contractor and placed on file with the City Clerk. Execution of this Agreement does not assure that the Contractor will necessarily be requested to provide any service under this section. The snow removal services shall not be subject to the work authorization procedure, but shall be subject to the procedures in this paragraph:

The Contractor represents that it has the equipment and expertise to monitor road and weather conditions in the Municipality to determine when snow removal services are required and appropriate, and agrees to provide such monitoring, at no charge, 24 hours per day.

- b. The Contractor shall provide services only on public roads of the Municipality and shall comply with the Snow Removal Specifications attached hereto and incorporated herein as Attachment E. The Director of Public Works shall have the authority to alter road priorities, procedures for authorization, revoke work authorizations in part or in whole, and to make specific directions for providing service.
- c. Prior to incurring charges for snow removal services in excess of \$10,000.00 in any calendar month, or other period designated by the Director of Public Works, The Contractor shall notify the Municipality that such limit shall be exceeded and shall obtain the written consent of the Director to such additional expenditures prior to incurring charges in excess of such amount.

8. Guaranty. The Contractor hereby expressly guarantees that the work under this Agreement will be performed in an acceptable, expeditious, timely and workmanlike manner and according to standard industry practices and in compliance with specifications of the Municipality currently existing or that may be established by the Director of Public Works. Such specifications shall be incorporated into each Work Request and work authorization as deemed necessary. The Contractor further guarantees the quality of materials used in connection with the performance of this Agreement. The Contractor agrees that it will make all repairs and replacements, which may become necessary due to nonconformity with the specifications of any work performed. Whenever notified in writing by the Municipality that such repairs or replacements are required, the Contractor shall at once make the same as directed and at the Contractor's own expense. If the Contractor does not proceed with such repairs or replacements within twenty (20) days of receipt of written notice where requested to do so, then the Municipality shall have the power to cause the same to be made and charge any excess costs therefore to the Contractor.

9. Term. This Agreement shall be effective on the date and year first written above and terminate on December 31, 2017 if not terminated prior to that time as provided herein (the "Initial Term"). This Agreement shall automatically renew for a one-year period upon the expiration of the Initial Term and for an additional one year term upon each successive anniversary of the expiration of the Initial Term; provided, however, that the City Council of the Municipality has authorized funding of this Agreement. This Agreement shall not so renew if the Municipality does not fund renewal of this contract by express referral or if either the Municipality or the Contractor gives written notice no later than thirty (30) days prior to the expiration of the term that such renewal shall not occur. The Agreement may also be terminated at any time by either party, with ninety (90) days written notice. If the Contractor fails to comply with any term or condition of this Agreement, the Municipality may terminate this Agreement immediately. The Municipality reserves the right to seek bids for any work item covered by this Agreement and/or to award such work outside this contract as may be appropriate in the best interests of the City.

10. Compliance with Federal, State, and Local Law. The Contractor shall observe all federal, state and municipal law requirements for performance under this Agreement including, but not limited to, prevailing wage requirements for any work under this Agreement that may be governed by such requirements, if any, and any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable. Attached hereto as Attachment A is a schedule of the prevailing hourly rate of wages in this locality for each type of workmen needed to perform the work under this Agreement. The Contractor shall furnish a performance and payment bond of the type required by Mo.Rev.Stat. 107.170 whenever required by law or whenever such bond is requested by the Director of Public Works of the Municipality. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

(10A.) Contractor Safety Program Requirements

- (a) CONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.
- (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- (c) CONTRACTOR shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a).
- (d) Pursuant to Sec. 272.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY \$2,500.00 plus \$100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

(10B.) Worker Eligibility Requirements:

Execution of the construction contract for this project is dependent upon the awarded bidders providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Revised 9-23-2013

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime Contractor. It is the prime Contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(10C.) Pollution Prevention / Good Housekeeping / Training

The Contractor shall develop and implement an operation and maintenance program that has the ultimate goal of preventing or reducing pollutant runoff. The program shall include maintenance BMP's for reducing or eliminating the discharge of pollutants from streets, roads, highways, parking lots, maintenance and storage yards, waste transfer stations, fleet or maintenance shops with outdoor storage areas, and salt storage locations and snow disposal areas they operate.

The Contractor shall attend a training program to educate them on how to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances and storm water system maintenance.

11. Liability and Indemnification. The Contractor shall take care not to disturb or damage public or private property in the course of its work. If such property is damaged, the Contractor assumes full responsibility for the repair and replacement of such property in order to restore such property, as nearly as possible, to its original condition prior to payment by the Municipality for the work performed under this Agreement. The Contractor agrees to hold harmless and defend the Municipality and all of its officers, engineers, representatives, agents and employees from and against any or all claims, demands, suits and liability for death or injury to any person or damage or loss of property which injury, loss or damage is caused by or arises out of acts or omissions in the performance of the work under this Agreement. The Contractor shall pay all costs, including reasonable attorneys' fees, incurred by the Municipality due to any violation or breach of the covenants and warranties of the Contractor in this Agreement.

12. Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier acceptable to the City. The Contractor and his subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,500,000.*

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$500,000 each person / \$2,500,000 each occurrence*
Property Damage: \$2,500,000 each occurrence / \$2,500,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury
Including Death: \$500,000 each person / \$2,500,000 each occurrence*
Property Damage: \$2,500,000 each accident*

(d) City's Protective Bodily Injury
Including Death: \$500,000 each person / \$2,500,000 each occurrence*
Property Damage: \$2,500,000 each occurrence / \$2,500,000 aggregate*

* But not less than the sovereign immunity limits established by RSMO.537.610 etseq.

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

13. **Taxes.** The Municipality is exempt from Federal Excise Tax and Missouri Sales Tax and the same shall not be charged to the Municipality by the Contractor.

14. **Other Representations, Warranties and Other Covenants by the Contractor.**

The Contractor represents and warrants that it has been engaged in road construction and maintenance and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor has and will continue to have business locations in close proximity to the Municipality and will respond promptly when its services are requested.

The Contractor agrees that it shall not use in any form or medium the name of the Municipality for any advertising unless it receives the prior written consent of the City Council of the Municipality. During periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flag men/women as deemed necessary or as directed. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the work will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. Prior to entering parking equipment or storing materials on private property the Contractor must obtain written permission from the owner. Prior to commencement of any work involving excavation, demolition of facilities or the erection of posts, it will be the sole responsibility of the Contractor to notify all utilities of the planned work and request that they suitably mark underground installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. Any operations involving the purchase and/or drayage of materials the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor will be required to submit payroll affidavits to the Municipality attesting that the labor has been paid for work on the project. These provisions do not apply to any materials, drayage or labor furnished or supplied by the Municipality.

15. **Successors and Assigns.** This Agreement shall not be assignable by the Contractor without the prior written consent of the City Council of the Municipality.

16. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

17. **State Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.

18. **Public Works Projects.** All work under this contract, other than snow removal, grass cutting, or maintenance not falling within the definition of "public works" for purposes of RSMo 107.170 (bond requirements) or RSMo 290.250 (prevailing wages), shall also be subject for each such project to all of the terms and conditions of the form "City-Contractor Agreement." A copy of these documents is on file with the City Clerk and is incorporated herein as if fully set forth. The Contractor agrees to provide a bond and to execute the documents and attachments so referenced upon request of the City, provided, however, that the failure to execute such documents shall in no way affect the enforceability of the terms therein.

19. **Notices.** Any communication to a party required or permitted under this Agreement, including any notice, direction, designation, consent, instruction, objection or waiver, shall be in writing and deemed to have been given (a) at such time as it is delivered personally, (b) upon receipt if sent by facsimile, (c) one (1) day after sending if sent by a nationally recognized overnight courier service, or (d) five (5) days after mailing if mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed to such party at the address listed below or at such other address as one such party may by written notice specify to the other party:

If to the Municipality:

City of Wildwood, City Hall
Attn: Director of Public Works
16860 Main Street
Wildwood, MO 63040
Fax: (636) 458-8641

If to the Contractor:

Attn: _____
Fax: _____

20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

21. Counterparts. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the Municipality and the Contractor, by their duly authorized representatives, have executed this Agreement as of the date and year first above written.

CITY OF WILDWOOD

(The "Municipality")

("The Contractor")

By: _____ By: _____

Mayor
Printed Name: _____

ATTEST:

Title: _____
City Clerk

ATTACHMENT A

PREVAILING WAGE DETERMINATION

ATTACHMENT B

WORK ORDER

NOT INCLUDED, TO BE ISSUED AS NEEDED

ATTACHMENT C

STREET SWEEPING SPECIFICATIONS

SCOPE OF WORK

Furnish all labor, equipment, and traffic control necessary to completely remove all dirt, debris, sand, gravel and cinders, etc. from the gutter lines of all curb-lined streets in accordance with the following specifications and specific work orders. Work orders will not be less than eight (8) hours.

SPECIFICATIONS

A truck mounted, vacuum type sweeper or self-propelled mechanical sweeper, complete with brushes and sprinkling system in full working order with a qualified driver, shall be employed to remove all dirt, debris, sand, gravel and cinders from the gutter lines of all curb-lined streets. The sweeper shall follow a City Map per the work order on a vehicle indicating the streets to be swept. The City reserves the right to have certain streets re-swept at no additional cost if the initial sweeping does not satisfactorily pick up all debris. The sweeper shall work between the hours of 7:30a.m. and 3:30p.m., Monday – Friday.

SCHEDULING

The Contractor shall complete the street sweeping within 30 days of the receipt of the work order.

ATTACHMENT D

PAVEMENT MARKINGS

SCOPE OF WORK

Furnish all labor, equipment, and traffic control necessary to paint appropriate pavement markings to the streets listed in specific work orders in accordance with the following specifications. Work orders will not be less than 1 00,000 linear feet per work order.

SPECIFICATIONS

All paint shall be a solid based traffic coating meeting VOC Emissions requirements of rule 10 CSR 105.450 (attached). The paint shall be applied at a thickness of 15 mils. Reflective glass beads shall be applied to the painted line while still wet at a rate of six (6) pounds per gallon. All work shall be done utilizing a truck mounted paint striper. All striping shall conform to the specifications and criteria of him Missouri Department of Transportation (MoDOT). The Contractor shall immediately protect all wet striping with traffic cones and signs to warn the public of the fresh paint. A separate support vehicle shall be used to place and collect these markers.

SCHEDULING

The Contractor shall complete the street striping within 45 days of the work order.

ATTACHMENT E

SNOW REMOVAL AND DEICING SPECIFICATIONS

1. The Contractor will be required to provide all equipment, machinery, vehicles, labor and supervision to provide snow removal services, including plowing snow and spreading salt, sand or cinders on roadways and streets specified within the City of Wildwood for the winter season. The Contractor will be responsible for providing deicing salt, sand and cinders as part of this contract, unless provided by the City.
2. Bidders are required to be familiar with all Federal, state and local laws, ordinances and regulations which may, in any manner, affect the work of its prosecution, persons engaged in, or employed on, the work and supplies and equipment used in the work.
3. The Contractor shall, at all times, conduct his operations in such a manner as to insure the least obstruction to traffic. The convenience of the general public and the residents along and adjacent to the roadways shall be provided for in an adequate and satisfactory manner.
4. The Contractor will be responsible for the proper storage and handling of the supplies to ensure the required quality and quantity before and during incorporation into the work.
5. The City of Wildwood will not pay for travel time from the Contractor's base of operation to the work locations. The City will not pay for equipment that is not fully operational during snow removal.
6. Upon receiving notice from the Superintendent of Streets to begin work, the Contractor's equipment must be on the road and operating within one (1) hour. Removal operations shall continue until the designated roadways are satisfactorily free of snow and ice or until the units are halted by order of the Superintendent of Streets or his designated representative.
7. All vehicles used for this contract will be required to be radio or telephone equipped to communicate with the supervisor and all vehicles will have some type of identifying markings for identification of City personnel. Vehicles will also be equipped with safety lights and yellow revolving lights.
8. Snow plowing and deicing shall be undertaken on all drivable surfaces of the roads and rights-of-way of the City of Wildwood.

ATTACHMENT F

WORKER ELIGIBILITY REQUIREMENTS:

Execution of the construction contract for this project is dependent upon the awarded bidders providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be

submitted prior to award of this contract. A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Revised 9-23-2013

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime Contractor. It is the prime Contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

ATTACHMENT G

SNOW REMOVAL WORK RECORD

Date: _____ Driver: _____

Truck# _____ Plow _____ Spreader _____

Time Arrived at Location _____ A.M. _____ P.M.

Work location (street/subdivision) / Description (salting/plowing)

Loads of salt, sand and cinders: Time _____

Note: Other information – breakdowns, fueling issues, dispatched to private contract, etc.

Time of Completion: _____ A.M. / P.M.



WILDWOOD
Department of Public Works

MEMORANDUM

To: Mayor James R. Bowlin and City Council Members

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

Date: November 9, 2016

Re: Updated Design Scope for Route 109 Improvements

Background:

Included in the 2016 Road & Bridge Fund Capital Budget is an allocation of \$550,000 for the design of improvements to Route 109 from Route 100 to Manchester Road. This allocation was established with the hopes that federal funding would be obtained for the project, which was proposed to widen Route 109 to four lanes and construct two new roundabouts: one at Main Street and one at the Eastbound Route 100 ramps, and convert the current intersection of Route 109 and Cambury / Hawthorne Village to a Right-in/Right-out configuration. Unfortunately, our 2016 federal funding application was not successful and thus design did not move forward. The project limits for the 2016 federal funding application are shown on **Exhibit 1**.

Recommendation

At this time, the Department is proposing to move forward with design of a scaled back project with intention of submitting a new federal funding application in 2017. The Department is proposing that HR Green, the engineering firm the Department has been working with on design of the Route 109 improvements, move forward with the design of a project that would widen Route 109 to four lanes from Route 100 to a new roundabout at Main Street. As previously proposed, the project would convert the current intersection of Route 109 and the Eastbound Route 100 ramps into a multi-lane roundabout, convert the current intersection of Route 109 and Cambury / Hawthorne Village to a Right-in/Right-out configuration, as well as include the new roundabout at Main Street. In addition, a standalone project to design a continuous sidewalk along the east side of Route 109 between Cambury Lane and Old Manchester Road is proposed. This sidewalk will contain street trees and lighting, matching the current sidewalk in front of the Wildwood Trail Subdivision and comply with the typical requirements of pedestrian facilities within the Town Center. The scaled back project limits are also shown on **Exhibit 1**.

The construction cost of this scaled back project is estimated to be about \$3.1M - 3.5M. HR Green's cost to complete the design of the proposed improvements is \$181,358.54, which includes the preparation of preliminary plans, right-of-way documentation, and final design plans.

Reasons for Recommendation

1. The proposed improvements to Route 109, which are part of a corridor plan developed by the City in conjunction with MoDOT, will improve traffic flow and safety; provide direct access to Town Center at Main Street, which will encourage continued development of Town Center.
2. Moving forward with the design of the proposed improvements will help our efforts to obtain federal or state funding for the project, as we could advance the project to "shovel ready" status. Once the

Planning Tomorrow Today®

project is considered “shovel ready”, we will be best positioned to take advantage of funding opportunities such as state or federal grants or other cost share programs.

3. Since this project is a continuation of the current Route 109 project, HR Green is most qualified to complete the design. They are most familiar with the design requirements of the proposed improvements, having developed the concept plan for the project. In addition, HR Green also has experience with the design challenges encountered during the previous design work on the Route 109 project, from Route 100 to Clayton Road.

At its October 25th, 2016 meeting, the Admin/Public Works Committee recommended approval of the revised scope of work and supplemental agreement with HR Green. Therefore, the Department is requesting the City Council’s approval of Bill 2220, which will authorize the Mayor to execute a supplemental agreement with HR Green to design the proposed improvements to Route 109. (Please see **Exhibit 2** for Bill 2220 and the proposed supplemental agreement.)

I will be available for any questions or comments at the November 14th, 2016, work session of the City Council.

RCB

Exhibit 1 – Proposed Project



Exhibit 2

BILL #2220

ORDINANCE #2220

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH HR GREEN, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR IMPROVEMENTS TO STATE ROUTE 109 WITHIN THE CITY OF WILDWOOD.

WHEREAS, the City of Wildwood has entered into a Consultant Services Agreement with HR Green, Inc. for design of improvements to State Route 109, which included the design of a single lane roundabout on Route 109 at the Eastbound Route 100 Ramps; and

WHEREAS, based on traffic studies which were completed as a requirement of the Missouri Department of Transportation (MoDOT), a conceptual plan of State Route 109, between State Route 100 to Manchester Road has been developed, which includes widening State Route 109 to four lanes with the construction of a new multi-lane roundabout at Main Street and at the Eastbound Route 100 Ramps and converting the current intersection of Route 109 and Cambury / Hawthorne Village to a Right-in/Right-out configuration; and

WHEREAS, the City of Wildwood submitted an unsuccessful federal funding application earlier in 2016, for funds to construct the full conceptual plan; and

WHEREAS, the City Council finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to move forward with the design of a scaled back project, which would include widening State Route 109 to four lanes from State Route 100 to Main Street, converting the current intersection of Route 109 and the Eastbound Route 100 Ramps into a multi-lane roundabout, converting the intersection of Route 109 and Cambury / Hawthorne Village to a Right-in/Right-out configuration, and developing a new multi-lane roundabout at Route 109 with Main Street; and

WHEREAS, the City Council further finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to complete the design of a new sidewalk, to be located along the east side of State Route 109 between Cambury Lane and Old Manchester Road, which would include street trees and lighting; and

WHEREAS, the 2016 Road & Bridge Fund Capital Budget includes an allocation of \$550,000 for the design of improvements to State Route 109; and

WHEREAS, the City of Wildwood plans to again apply for federal funding for the aforementioned improvements and desires to complete the final design of the improvements such that they will be considered “shovel ready”.

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

Section One. That the form, terms, and provisions of the Supplemental Agreement between the City of Wildwood, Missouri, and HR Green, Inc., relating to the final design of certain improvements to Route 109, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Supplemental Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Supplemental Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Supplemental Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Supplemental Agreement and this Ordinance.

Section Two. These additional services shall be in the amount not to exceed One Hundred Eighty One Thousand, Three Hundred Fifty Eight Dollars and Fifty Four Cents (\$181,358.54) without further authorization. The total expenses and liability to the City shall not exceed the sum of Three Hundred Thirty One Thousand, Three Hundred Thirty Three Dollars and Fifty Four Cents (\$331,333.54).

Section Three. HR Green’s Schedule of Work will be extended to require completion of the 95% Draft Package/Plan Set for Review by the City within 8 months of notice to proceed with the design.

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

Section Five. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Six. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

The Honorable James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

Exhibit A

SUPPLEMENTAL AGREEMENT NO. 1 TO ENGINEERING SERVICES CONTRACT

THIS SUPPLEMENTAL AGREEMENT, made and effective this ____ day of _____, 20____ by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and HR Green, Inc., hereinafter referred to as "Consultant", with a business address of: 16020 Swingley Ridge Road, Suite 205, St. Louis, MO 63017.

The parties hereto entered into an agreement on March 5, 2015 in which the Consultant has agreed to provide professional services in connection with the design of a roundabout at the intersection of State Route 109 and the Eastbound Ramps to and from State Route 100.

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

I. SCOPE OF SERVICES

Additional services shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions of the original contract, 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. Services to be added to the original contract are listed in Attachment A.

II. COMPENSATION

These additional services shall be in the amount not to exceed One Hundred Eighty One Thousand, Three Hundred Fifty Eight Dollars and Fifty Four Cents (\$181,358.54) without further authorization. The total design services shall not exceed the sum of Three Hundred Thirty One Thousand, Three Hundred Thirty Three Dollars and Fifty Four Cents (\$331,333.54). Attachment B outlines the cost breakdown for this Supplement Agreement.

IV. SCHEDULE OF WORK

The parties hereto agree to supplement the agreement by amending the Schedule of Work by extending the completion date of the contract as follows:

95% Draft PS&E: Shall be submitted to the City by a mutually agreeable date, but in no case later than eight (8) months after approval of this supplemental agreement.

Task 6 Bidding Phase: Shall be completed in accordance with the letting date established by the City and the contractor's schedule for construction.

IN WITNESS WHEREOF, the parties hereto have signed Supplemental Agreement #1 as of the effective date of Contract first above written.

HR Green, Inc.

City of Wildwood

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

DATE: _____

ATTACHMENT A

SCOPE OF SERVICES

A. PROJECT LOCATION

This project includes the preparation of preliminary plans, right-of-way documentation, and final design plans for converting the current intersection of Route 109 and the eastbound ramps for Route 100 into a roundabout, converting the current intersections of Route 109 and Cambury / Hawthorne Village to a Right-in/Right-out configuration, and developing a new roundabout at Route 109 with a future development at the Main Street Crossing. These locations generally correspond to the magenta and yellow options shown on the conceptual strip map created for the City of Wildwood during the TIP application process (January 2016), and attached to this scope of services as Exhibit 1.

In addition, a standalone project to develop construction documents for a sidewalk along the east side of Route 109 between Cambury Lane and Old Manchester Road will be completed. This sidewalk will contain street trees and lighting matching the current sidewalk in front of the Pulte Development and complying with the requirements of pedestrian facilities within the Town Center.

B. GENERAL

The Engineer will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of the tasks detailed below. Plans will be developed in accordance with the procedures required by MoDOT's Engineering Policy Guide (EPG) in anticipation of federal participation, and in conjunction with any CITY requirements. The Engineer will develop plans for the following submittals to the CITY:

1. Project Management
2. Preliminary Plan Phase
3. Right-of-Way Acquisition Phase
4. Final Design Plan Phase
5. Separate Plan Set for Route 109 Sidewalk
6. Bidding Phase

C. EXCLUSIONS

Exclusions to the scope of services include the following:

1. Pavement type selection or design
2. Modular Block Retaining wall design
3. Condemnation proceedings or title work
4. Design of utility adjustments or preparation and negotiation of utility agreements
5. Acquisition of new right of way or easements
6. Construction inspection or administration
7. NEPA documentation or noise studies
8. Permitting not specifically outlined herein

D. TASK 1: PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

1. External Progress Meetings – The Engineer will maintain communications with the CITY as needed to review progress, discuss specific elements of the project, and determine future needs and activities. It is assumed that one meeting will occur during each phase of the project, plus a kickoff meeting, for a total assumed number of four (4) meetings. In addition, at least three (3) additional meetings are anticipated between the CITY, the Engineer, and MoDOT. These meetings will be above and beyond the required design coordination meetings identified above, and shall be used to coordinate the various projects and schedules the CITY is proposing to undertake (roundabouts, pedestrian tunnel, Main Street Crossing Development, etc.) with the projects MoDOT is proposing (Route 109 bridge re-decking and widening, etc.). The total number of meetings expected for this overall task is seven (7). An average of two (2) members of the Engineer’s staff will attend each meeting. The Engineer will prepare minutes of meetings and keep documentation of other communications.
2. Internal Team Meetings – Internal team meetings will be held as needed to ensure each team member is operating under the same directions and following the same guidance for the project.
3. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 14 months). The invoices will be prepared by the Engineer in accordance with its standard invoice generated from its accounting system, as approved by the CITY. Subconsultants will prepare monthly invoices for their work and submit the invoices to the Engineer, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.
4. Topographic and Right of Way Surveys – The Engineer’s subconsultant will complete topographic and right of way surveys of the site in accordance with MoDOT and CITY requirements and Missouri State minimum requirements. A detailed scope for this work is provided under the subconsultant scope of services later in this document. The requested surveys extend from the previous surveyed limits at the eastbound Route 100 ramps through the Old Manchester and Route 109 intersection to capture economies of scale (assuming this information will be needed in the near future).
5. Geotechnical Report – The Engineer’s subconsultant will complete a geotechnical evaluation of the project. A geotechnical investigation report will be prepared which will document the course of the investigation, the field exploration and laboratory programs, and will present the boring logs, laboratory test data, and a description of the subsurface conditions encountered. A detailed scope for this work is provided under the subconsultant scope of services later in this document.
6. Quality Control – The Engineer will establish review and checking procedures for the project deliverables. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. However, for major deliverables that require assembling data from many different tasks or delivery teams, an additional review will be completed by the Project Manager or his assigned Quality representative. It is

anticipated that these reviews will be completed prior to submittal of the following deliverables:

- a. Preliminary Plans
- b. Right of Way Plans
- c. Final PS&E

F. TASK 2: PRELIMINARY DESIGN PHASE

A previous traffic study has been started for this corridor, including VISSIM and SIDRA traffic models for determining lane configurations, number of lanes, number and location of turning lanes, and performance indicators of the existing and future conditions. The following work will be necessary to complete this work:

1. Model Improvements – The Engineer will make various design refinements to the existing models in order to obtain acceptable levels of service for the design year. As a part of the analysis, the Engineer will recommend lane requirements, lane configurations, and geometrics needed for a twenty-year planning horizon. The Engineer will attempt to refine both VISSIM and SIDRA models. However, accuracy of measures of effectiveness between the two models will not be validated.
2. Documentation – After the completion of the modeling efforts, the Engineer will compile the findings and recommendations of the study in a draft report.
 - a. One (1) hard copy and an electronic copy of the draft report will be provided to MoDOT and the CITY for review and comment.
 - b. After MoDOT and the CITY have reviewed the report, the Engineer will meet with both entities to discuss findings, concerns, and comments which must be addressed before approval of the document can be given.
 - c. After the aforementioned meeting, the Engineer compile review comments made on the draft report and make the required revisions. Two (2) copies of the final report will be provided to MoDOT and the CITY for review and approval.

The Engineer will build on the conceptual work that has been done through the conceptual stripmaps and TIP application process and build a preliminary plan set which includes the preparation of the following sheets and completion of said actions:

3. Title Sheet – The Engineer will complete a preliminary title sheet for the project.
4. Typical Section Sheets – The Engineer will prepare preliminary typical section sheets. Four (4) sheets are assumed.
5. Reference Tie / Project Control / Alignment Sheets – The Engineer will prepare preliminary tie and control sheets using information provided by the surveyor. Two (2) sheets are estimated.
6. Develop Plan Sheets – The Engineer will prepare a preliminary plan sheet based on a 20 scale in plan. The plan sheet will cover the intersection areas as well as new sidewalk connections and ancillary items to be constructed. Additionally, alignment sheets for each of the roundabouts will be prepared, detailing curve information and other necessary information for their construction. Five (5) sheets are estimated.
7. Develop Profile Sheet – The Engineer will prepare preliminary profile sheet based on a 20-inch horizontal / 5-inch vertical scale in profile. The profile sheet will detail all profiles necessary to construct the improvements. Two (2) sheets are estimated.

8. Cross Sections – Cross sections for the roundabout will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1” equals 5’ both horizontally and vertically. For the preliminary cross sections, only existing features and proposed pavement will be shown to generate construction limits (no labeling). Thirteen (13) sheets are assumed for this work.
9. Utility Coordination – The Engineer will coordinate utility company activities for the project by providing a preliminary plan submittal to utility providers, including a PDF of the following sheets: cover sheet, typical section sheets, plan sheet, profile sheet, and cross section sheets. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use. Additionally, as a part of this work, the Engineer will attend one (1) Utility Coordination Meeting at the completion the preliminary design phase of the project to discuss existing facilities, and impacts and possible relocation corridors for impacted facilities.
10. Prepare Engineer’s Estimate of Probable Cost – The Engineer will, based on the preliminary plans, complete a preliminary engineer’s estimate of probable cost utilizing historical unit bid prices for construction.
11. Drainage Design – In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited. The drainage design during the Preliminary Phase will include:
 - a. Assessment of the existing and proposed watershed and drainage areas, including existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.
 - b. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
 - c. Assess and design water quality features meeting MSD’s Phase 2 Water Quality requirements under the Clean Water Act. This includes one meeting with MSD to discuss the requirements and allowable measures to address them.
 - d. MSD submittals and resubmittals are expected under this phase.
12. Submit Preliminary Plans – The Engineer will submit an electronic copy of the Preliminary Plans to MoDOT and the CITY for review and approval. One (1) half-size hard copy of the plan set will be submitted to the CITY and the submittal to MoDOT will be made electronically. The Preliminary Plan submittal will include: Title Sheet, Typical Section Sheet, Plan Sheet, Profile Sheet, and Cross Sections.
13. Public Meeting – One (1) Open House/Public Meeting will be conducted to present the preliminary plans to the affected stakeholders, elected CITY officials, and other interested parties. The hours to complete the exhibit shall reflect time to modify it for subsequent use in a future TIP application at the City’s request.
 - a. Up to three (3) Consultant employees shall be on hand at the public meeting to assist with presentations and answer stakeholder questions.
 - b. For the public meetings, the Consultant will provide two (2) copies of the strip map of the proposed design, showing the existing topography, proposed infrastructure limited to pavement limits, curb and gutter locations, sidewalks, property information, construction limits, proposed right of way takings, and hatching. The strip maps will be mounted on display boards and will be on a high gloss paper. One (1) sample copy of the strip map will be provided one week prior to the meeting for CITY comments and questions. Consultant will work with the CITY to provide a quick fact sheet and a questionnaire/comment form for those in attendance at the public meeting.

14. NEPA Requirements – The Engineer will complete the following forms and requests in conjunction with a project with federal funds or on State Right of Way:
 - a. Complete the required Section 106 Project Information Form to the State Historic Preservation Office.
 - b. Provide information and complete an LPA Request for Environmental Review (RER) through the new Environmental Services webpage linked in the MoDOT EPG.

G. TASK 3: RIGHT OF WAY DESIGN PHASE

After review of the preliminary plan comments from MoDOT and the CITY’s review, the Engineer will modify the plans to correspond to requested changes and proceed towards final design of the project. At this point, the Engineer will begin the preparation of Right of Way documents needed to acquire necessary property to construct the improvements.

The Right of Way Phase will not include development of detailed Right of Way Plans for the improvements. The development of the Right of Way documents will be based on the assumption that no more than five (5) parcels will require acquisition documents. If it is determined that more than five (5) parcels will require acquisition documents, the Engineer will complete this additional work by way of supplemental agreement.

For this project, all property takings and easement acquisition will be completed by the CITY, using the Right of Way documents prepared by the Engineer as follows:

1. The Engineer will provide individual Exhibits for each parcel requiring a temporary taking, but individual legal descriptions by parcel will not accompany the exhibits unless permanent takings are required. The work described herein will be limited to two (2) exhibits for temporary slope grading and restoration, and three (3) exhibits with accompanying legal descriptions for permanent sidewalk easements along the east side of Route 109. All other work is expected to remain within existing right of way.
2. The following exclusions to the Right of Way Phase are made:
 - a. The Engineer will not provide any title work for any parcels for this project.
 - b. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
 - c. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of ROW acquisition will be sealed by a Professional Land Surveyor licensed in the State of Missouri.
 - d. The Engineer will not be responsible for the preparation of any Certified Land Corner documents.
 - e. The Engineer will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.

H. TASK 4: FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved by the Preliminary Plan Submittal. The Engineer will undertake the following tasks in the final development of the plans.

1. Title Sheet – The Engineer will make final revisions to the title sheet.
2. Tabulation of Quantities – The Engineer will tabulate all quantities. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized on an A-sheet, and subsequent sheets will break down how each quantity was tabulated by sheet and station range. Five (5) sheets are estimated.
3. Typical Section Sheets – The Engineer will detail and finalize the typical section sheet. Four (4) sheets are estimated.
4. Reference Tie / Project Control Sheet – The Engineer will make final revisions to the tie and control sheet.
5. Plan Sheet – The Engineer will finalize the plan sheets and alignment detail sheets by providing details and notes as necessary for the final design plans. Five (4) sheets are estimated.
6. Profile Sheet – The Engineer will finalize the profile sheets by providing information necessary for the final design plans. Two (2) sheets are estimated.
7. Pipe Profiles – The Engineer will detail and dimension the storm sewer (culvert) sections for all storm water drainage pipes and structures, as well as any open-ditches designed for the project. Profiles will be drawn at a scale of 1” equals to 20’ horizontally and 1” equals 5’ vertically. Five (5) sheets are estimated.
8. Develop Special Warping Detail Sheets – The Engineer will develop special warping sheets of the proposed intersection improvements. Three (3) sheets are anticipated.
9. Curb Ramp Plans – The Engineer will prepare details of proposed curb ramps that may be necessary for sidewalk or shared use paths. Two (2) sheets are anticipated.
10. Detail Sheets – The Engineer will prepare detail sheets for various non-standard facets of the project, including but not limited to details for street trees, curb details, barrier details, etc. Two (2) sheets are estimated.
11. Lighting Sheets – The Engineer will develop sheets required for the placement of new street lighting in and along the proposed sidewalk sections of the project, as well as lighting for the roundabouts. Seven (7) sheets are estimated of which four will be standard detail sheets from MoDOT.
12. Roundabout Detail Sheets – The Engineer will prepare special detail sheets for non-standard items at the roundabouts such as pavers, landscaping, etc. Three (3) sheets are estimated.
13. BMP Drainage Details – In order to meet the requirements of MSD, special details will be developed for the specified water quality features on the project. This may include proprietary details or special details for bioretention. Five (5) sheets are estimated.
14. Striping and Signage Plans – The Engineer will complete plans for new pavement markings as well as new or relocated ground mount signs. This task excludes overhead and truss mounted signs. Existing signs should be used in place unless they do not meet the current retroreflectivity requirements of the MUTCD. Additionally, sign cross sections will be shown and detailed for each sign proposed on the project. Sixteen (16) sheets are estimated.
15. Erosion Control Plans – The Engineer will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on this sheet. Three (3) sheets are assumed.
16. Traffic Control Plan Sheets – The Engineer will develop traffic control plans sheets for maintaining traffic during construction. The plans will generally include standard details for lane drops or closures, as well as a detailed Traffic Control Plan indicating signage or

striping for phasing and sequencing. The worst case scenario where MoDOT's bridge, the pedestrian tunnel, and the roundabouts are all constructed at different times is assumed. This scenario will require continuous and detailed coordination between the projects to control the flow of traffic and coordinate all of the construction and design activities. Thirty-two (32) sheets are estimated.

17. Cross Sections – The Engineer will finalize the roadway cross sections included final design details and notes. Earthwork quantities and cross sections for the mainline and trails shall be provided at fifty-foot intervals along the proposed centerline of the alignments. Cross sections will be drawn at a scale of 1" equals 5' both horizontally and vertically. For each cross section, right of way, easement, and utility information will be graphically shown. Thirteen (13) sheets are assumed.
18. Prepare Engineer's Estimate of Probable Cost – The Engineer will update the engineer's estimate of probable cost based on the final design plans.
19. Utility Coordination – The Engineer will coordinate utility company activities for any adjustments required to be included in the final design plans, including a PDF submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
 - a. The Engineer will make necessary changes required to accommodate utility plan adjustments into the final plans, however actual design of relocated or adjusted utility facilities is excluded from the scope.
 - b. The CITY will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
 - c. The Engineer will attend one (1) a Utility Coordination Meeting in conjunction with the Final Design Plans.
20. Job Special Provisions – The Engineer will complete all Job Special provisions as necessary to supplement the standard specifications. For this project the standard specifications to be adopted shall be the Missouri Department of Transportation's Standard Specifications for Highway Construction, current edition.
21. Develop Project Manual/Bid Documents – The Engineer will incorporate the Job Special Provisions into MoDOT's Federal Boiler Plate Front End documents and make all changes needed to conform to the requirements of this project. The project manual will include all required provisions.
22. Submit 95% Draft Package/Plan Set for Review – The Engineer will submit a Draft PS&E package to MoDOT and the CITY. This submittal will include an electronic copy of the plans and electronic copy of the JSP's and Engineer's Estimate of Probable Cost by email.
23. Complete Final Revisions – The Engineer will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by MoDOT and the CITY.
24. Submit Revised PS&E – After revising the Draft PS&E, the Engineer will resubmit final electronic copies of the PS&E to MoDOT and the CITY.

I. TASK 5: SEPARATE PLAN SET FOR ROUTE 109 SIDEWALK

In order to provide the most flexibility for construction and bidding of this work, the plans for the sidewalk along Route 109 between Route 100 and Old Manchester Road shall be assembled into a standalone set of construction documents. The specific tasks required in the design the sidewalk and coordinate it with the various other job tasks have been included in the previous

tasks of this scope. As a part of this scope, an assumption is made that no additional submittals, coordination, water quality, or other design effort is put towards MSD, and that all of said exclusions have already occurred as a part of the roadway project. However, the following will be additional scope items necessary to prepare a separate set of construction documents:

1. Plan Modification and assembly – The Engineer will pull out specific sheets, details, cross sections, quantity tabulations, and other items necessary from roadway plan set described previous to this scope item for use in a standalone set. Necessary updates to the plans to make the set buildable on its own merit shall be completed.
2. Develop Project Manual/Bid Documents – The Engineer will incorporate the necessary Job Special Provisions from the roadway specifications into the City of Wildwood’s Standard Boiler Plate Front End documents and make all changes needed to conform to the requirements of this project. The project manual will include all required provisions. It is assumed that this will not be bid as a Federal project and therefore, the Project Manual will be considerably different than the roadway Project Manual.
3. Prepare Engineer’s Estimate of Probable Cost – The Engineer will create an engineer’s estimate of probable cost to reflect only the quantities and bid items within the standalone plan set for the sidewalk.

Should the sidewalk project be bid in conjunction with the roadway improvements, this phase shall become void, and the contract reduced corresponding to the amount of this phase.

J. TASK 6: BIDDING PHASE

Bidding Services for this project will include the following. (For the purposes of administering two separate construction packages for the roadway/roundabouts and the sidewalk, the hours in this task have been doubled.)

1. Addenda, Clarifications or Requests for Information – The Engineer will provide written clarifications in response to RFI’s (in the form of addenda to the advertisement for bids).
2. Pre-Construction Meeting – The Engineer will attend one (1) preconstruction conference to be held by the CITY. The meeting will be arranged by the CITY and held at a facility chosen by the CITY. The Engineer will be on hand to answer questions about the construction, but the meeting will be run by the CITY.
3. Shop Drawing / Submittal Reviews – The Engineer will review shop drawings for compliance with the drawings and specifications and review material certifications submitted by the contractor.
4. Site Visits – The Engineer will make periodic site visits to the site to observe work progress and answer specific questions about design intent. Two (2) visits are assumed over the duration of the construction work.

ATTACHMENT B - ESTIMATE OF COST

PROJECT: Route 109 Improvements - Route 100 Bridge to Main Street Crossing
 PROJ. NO.: 75150001
 CLIENT: City of Wildwood, MO
 CLIENT PM: Rick Brown, PE, PTOE - Director of Public Works
 CONSULTANT PM: Jason Dohmann, PE

							HR GREEN, INC.												
							219	64	659	714	20								
							64	58	33	30	21								
							14016	3712	21747	21420	420	0.54						950.00	35,909.45
Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task SubTotal	Direct Labor Plus Overhead (167.50%)	Labor Plus Overhead Plus Profit	Total Expenses	Task Total	PROJ. MNGR.					EXPENSES					Notes		
							PROJ. MNGR.	SENIOR PROF.	JUNIOR PROF.	JUNIOR PROF.	ADMIN. ASST.	Mileage Auto		Copies				Printing, Mounting, etc.	Subs Direct
							<i>Dohmann</i>	<i>Shane</i>	<i>Rauh</i>	<i>Schumann</i>	<i>Luzecky</i>	Unit	Total	Number	Unit Price	Total		Total	Total
1	PROJECT MANAGEMENT																		
1	External client progress meetings - 7 meetings assumed	729.00	1,950.08	2,223.09	60.48	2,283.57	7	2	5									Rental Car: Cheaper to rent car at \$50/day than to charge mileage	
2	Internal team progress meetings - 3 meetings assumed	439.00	1,174.33	1,338.73	-	1,338.73	3	1	3	3									
3	Invoices and progress reports (assume 12 months)	595.00	1,591.63	1,814.45	-	1,814.45	7												
4	Subcontractor Services - Surveying Services (Volz Inc.)	192.00	513.60	585.50	29,100.00	29,685.50	3											Add'l survey on top of that already completed (Volz) from Original Contract	
5	Subcontractor Services - Geotechnical Services (TSI Engineering)	192.00	513.60	585.50	6,809.45	7,394.95	3											Add'l borings for fill at Main Street RAB and corings to confirm existing pavement sections	
6.a.	QA/QC Preliminary Plan Submittal	256.00	684.80	780.67	-	780.67	4											Milestone Quality Check	
6.b.	QA/QC Right of Way Plan Submittal	256.00	684.80	780.67	-	780.67	4											Milestone Quality Check	
6.c.	QA/QC Final PS&E Plan Submittals	512.00	1,369.60	1,561.34	-	1,561.34	8											Milestone Quality Check	
2	PRELIMINARY DESIGN																		
1	Model Improvements to finalize traffic study	1,728.00	4,622.40	5,269.54	-	5,269.54	1	8		40									
2.a.	Submit draft traffic report to City / MoDOT	1,248.00	3,338.40	3,805.78	-	3,805.78	1	8		24									
2.b.	Address comments / meeting to discuss comments	600.00	1,605.00	1,829.70	8.64	1,838.34	2	4		8	16	8.64							
2.c.	Finalize traffic report and submit to City / MoDOT	416.00	1,112.80	1,268.59	-	1,268.59	1	4		4									
3	Prepare title sheet (1 sheet)	96.00	256.80	292.75	-	292.75				2	1								
4	Prepare typical sections (4 sheets)	370.00	989.75	1,128.32	-	1,128.32	1			2	8								
5	Prepare control pt. benchmarks sheets (2 sheets)	436.00	1,166.30	1,329.58	-	1,329.58	1			4	8								
6	Prepare plan sheets (5sheets; 3 PNP and 2 Alignment sheets for RABs)	3,030.00	8,105.25	9,239.99	-	9,239.99	10	5	20	48									
7	Prepare profile sheets (2 sheets)	500.00	1,337.50	1,524.75	-	1,524.75	2			4	8								
8	Prepare cross sections for mainline and sideroads (13 sheets)	822.00	2,198.85	2,506.69	-	2,506.69	3			10	10								
9	Attend Preliminary Design utility coordination meeting and prepare minutes	282.00	754.35	859.96	8.64	868.60	3			3	16	8.64							
10	Engineers Estimate of Probable Construction Cost - Prelim. Plans	380.00	1,016.50	1,158.81	-	1,158.81	2			4	4								
11.a.	Drainage: Assess watersheds and existing drainage areas and storm system	264.00	706.20	805.07	-	805.07				8									
11.b.	Drainage: Design type, size, and location of proposed design features	784.00	2,097.20	2,390.81	-	2,390.81	4			16									
11.c.	Drainage: Assess and design water quality treatments	3,280.00	8,774.00	10,002.36	21.60	10,023.96	16			32	40	40	21.60					Includes meeting with MSD regarding water quality	
11.d.	Drainage: Develop report and submit to City / MSD - Assume 3 total submittals	3,200.00	8,560.00	9,758.40	650.00	10,408.40	8			40	40	8						Includes printing of full size sets for MSD submittals / approvals	
12	Make Preliminary Plan Submittal to City and MoDOT	115.00	307.63	350.69	-	350.69	1			1	1								
13.a.	Pub. Involvement -attend / staff open house meeting	608.00	1,626.40	1,854.10	-	1,854.10	4	4		4									
13.b.	Pub. Involvement - prepare for open house meeting (Stripmaps, boards, TIP exhibit, etc.)	1,402.00	3,750.35	4,275.40	300.00	4,575.40	4			8	28	2						Includes printing and mounting and revisions to TIP exhibit	
14.a.	Prepare Section 106 permit	198.00	529.65	603.80	-	603.80				6									
14.b.	Prepare and submit information for LPA Request for Environmental Review	132.00	353.10	402.53	-	402.53				4									
3	RIGHT OF WAY DESIGN																		
1.a.	Temporary Easement Exhibits (limited to 2 total)	500.00	1,337.50	1,524.75	-	1,524.75	2			4	8								
1.b.	Permanent Easement Exhibits and Corresponding Legal Descriptions (limited to 3 total)	1,230.00	3,290.25	3,750.89	-	3,750.89	6			12	15								
2	Revisions to exhibits based on City or MoDOT driven comments	124.00	331.70	378.14	-	378.14	1			2									
4	FINAL DESIGN																		
1	Modify title sheet (1 sheet)	93.00	248.78	283.60	-	283.60				1	2								
2	Tabulate quantities and prepare 2A and 2B sheets (10 sheets)	2,736.00	7,318.80	8,343.43	-	8,343.43	8	4	24	40									
3	Modify typical sections (4 sheets)	252.00	674.10	768.47	-	768.47				4	4								
4	Modify control pt. benchmarks sheets (2 sheets)	768.00	2,054.40	2,342.02	-	2,342.02				16	8								
5	Modify plan sheets (5 sheets; 3 PNP and 2 Alignment sheets for RABs)	2,924.00	7,821.70	8,916.74	-	8,916.74	4	4	32	46									
6	Modify profile sheets (2 sheets)	556.00	1,487.30	1,695.52	-	1,695.52	1			4	12								
7	Prepare pipe profile sheets (5 sheets)	1,244.00	3,327.70	3,793.58	-	3,793.58	2			12	24								
8	Prepare warping sheets (3 sheets)	1,616.00	4,322.80	4,927.99	-	4,927.99	2			16	32								
9	Prepare curb ramp detail sheets (2 sheets)	1,048.00	2,803.40	3,195.88	-	3,195.88	1			8	24								
10	Prepare special detail sheets (2 sheets)	304.00	813.20	927.05	-	927.05	1				8								
11	Prepare lighting sheets (7 sheets)	712.00	1,904.60	2,171.24	-	2,171.24					16								
12	Prepare roundabout sheets (3 sheets)	592.00	1,583.60	1,805.30	-	1,805.30	1			16									
13	Prepare BMP drainage details (5 sheets)	976.00	2,610.80	2,976.31	-	2,976.31				4	8	16							
14	Prepare signing and striping sheets (3 plan, 2 ramp, 4 qty, 3 det, 4 xsec)	4,328.00	11,577.40	13,198.24	-	13,198.24				8	88	32							
15	Prepare grading / erosion control sheets (3 sheets)	870.00	2,327.25	2,653.07	-	2,653.07	3			6	16								
16	Prepare TCP / Staging sheets (32 sheets)	5,424.00	14,509.20	16,540.49	-	16,540.49	6			120	36							Prepares for worst case of multiple jobs (Ped tunnel, bridge, RABs, development) and multiple construction schedules.	
17	Modify x-sections / compute EW for mainline and sideroads (10 sheets)	612.00	1,637.10	1,866.29	-	1,866.29				4	16								
18	Update EEOPC for final quantities / cost indexing	560.00	1,498.00	1,707.72	-	1,707.72	1	4		8									
19	Attend final utility coordination meeting and prepare minutes	282.00	754.35	859.96	8.64	868.60	3			3	16	8.64							
20	Prepare JSPs and any PIFs required	656.00	1,754.80	2,000.47	-	2,000.47	2			16									
21	Develop Project Manual / Bidding Documents using Federal Boiler Plate	1,288.00	3,445.40	3,927.76	-	3,927.76	16			8									
22	Submit Draft PS&E to MoDOT / City for Review	256.00	684.80	780.67	-	780.67	1			4	2								
23	Complete MoDOT / City revisions	1,000.00	2,675.00	3,049.50	-	3,049.50	4			8	16								
24	Submit PS&E to MoDOT	166.00	444.05	506.22	-	506.22	1			2	2								

PROJECT: Route 109 Improvements - Route 100 Bridge to Main Street Crossing
 PROJ. NO.: 75150001
 CLIENT: City of Wildwood, MO
 CLIENT PM: Rick Brown, PE, PTOE - Director of Public Works
 CONSULTANT PM: Jason Dohrmann, PE

ATTACHMENT B - ESTIMATE OF COST

							HR GREEN, INC.										
							219	64	659	714	20						
TOTAL HOURS							64	58	33	30	21	0.54					
COST PER HOUR / UNIT (Direct Labor Rate)							14016	3712	21747	21420	420	200	108.00			950.00	35,909.45
TOTAL LABOR COST																	
		HR GREEN	Direct Labor	Labor Plus	Total	Task Total	EXPENSES										
Task	DESCRIPTION OF TASK	Direct Labor Task	Plus Overhead	Overhead Plus Profit	Expenses		PROJ. MNGR.	SENIOR PROF.	JUNIOR PROF.	JUNIOR PROF.	ADMIN. ASST.	Mileage Auto	Copies	Printing, Mounting, etc.	Subs Direct	Notes	
5	SEPARATE PLAN SET FOR ROUTE 109 SIDEWALK																
1	Required plan modifications to the roadway set for standalone bidding	2,504.00	6,698.20	7,635.95	-	7,635.95	8		24	40							
2	Develop Project Manual / Bidding Documents using Wildwood's Boiler Plate	1,552.00	4,151.60	4,732.82	-	4,732.82	16		16								
3	Prepare EEOPC for standalone project	500.00	1,337.50	1,524.75	-	1,524.75	2		4	8							
6	BIDDING SERVICES / CONSTRUCTION SERVICES																
1	Issuing written clarifications to requests for information during bidding phase	632.00	1,690.60	1,927.28	-	1,927.28	8			4							
2	Attend preconstruction conference	388.00	1,037.90	1,183.21	-	1,183.21	4		4								
3	Perform shop drawing reviews	784.00	2,097.20	2,390.81	-	2,390.81	4		16								
4	Periodic site visits during construction and answering contractor questions	776.00	2,075.80	2,366.41	-	2,366.41	8		8								

Total Design Fee: \$ 223,947.54
Remaining Contract Dollars Available as of 10/4/16: \$ 42,589.00
Total Supplemental Agreement: \$ 181,358.54

Assumptions:
 1 No right of way plan preparation is planned; Only preparing documents (exhibits) for acquisition.
 2 Survey limits extend to Old Manchester so benefit from economy of scale.
 3
 4



WILDWOOD®

MEMORANDUM

To: Economic Development Committee Members

From: Julian M.D. Jacquin, Economic Development Manager

Date: October 24, 2016

Re: Economic Development Short-term Action Plan

Based on my review of the City's Economic Development Guide, Master Plan, and 5-year Strategic Goals and Objectives, I have compiled the following list of high-priority goals and objectives that I intend to follow in implementing the City's new Economic Development program. These items represent those actions which have been identified in each document, as well as ideas and best practices I have gathered throughout my career that I believe will be well-received in Wildwood.

The goals contained in this Action Plan are placed in a general order of priority for timing purposes. Any item has been identified based on my review of City's official documents, but can be modified or deleted at your direction. This correspondence has been provided primarily for your information, but I would appreciate a general vote of consensus so that I can move forward with implementing each item.

1. Marketing Materials for the City

- Well-designed graphic pamphlet of City attributes such as size, location, access and features
- Include maps (region, City), photos (Town Center, trails, Hidden Valley, landscape), oblique aerials
- Promote having the lowest sales tax rate in West County (7.613%). All adjacent communities are either 8.113% or 8.363% at base rate, and increase from there based on sales tax incentive programs. This can be used to attract new development, or leverage for new sales tax rates as needed.
- *Gerard Marketing Group has provided the City with an abbreviated postcard for use at trade shows*

2. Create and distribute "Opening a Business in Wildwood" informational materials

- Informational booklet for opening/expanding a business in Wildwood ("Enhance Wildwood")
- Include sales tax rates, property tax rates, permits/fees/licensing, incentives, reward program
- Highlight household income, good schools, new homes, proximity to local shopping
- Identify all "Best-Of" list and news media recognition for families and businesses
- Highlight recent infrastructure improvements and Main Street Streetscape Project progress
- Include information regarding low sales tax rate in comparison to adjacent communities

3. Inventory all businesses, property and spaces

- Create a comprehensive inventory of:
 - o Existing businesses (by business license)
 - o Available undeveloped properties which have been identified for new development
 - o Vacant or underutilized developed properties
 - o Vacant spaces in existing retail centers
- For each inventory, identify address/location, size (ac/sf), lease/sale price, owner/contact info, Master Plan designation, former uses, and incentives available

4. Marketing brochures for specific available property

- Select 5-10 properties available for development and make hard-copy brochures for filing at City Hall
- Highlights include maps, photos, size/dimensions, frontage, traffic, zoning, utilities and incentives
- Maintain up-to-date real estate listing services (LocationOne, CoStar, LoopNet)

5. Economic Development component of the City's website

- Either make major improvements to existing website or build new standalone site for this use
- Include City history, background, location, and awards received ("Best-Of" from news media)
- Demographic/socio-economic data from Census (age, income, education, industry)
- Maps from Economic Development Guide and Master Planning documents
- Information regarding available buildings, properties and vacant spaces (links to real estate listings)
- Location of existing incentives created (on a map, potentially interactive)
- Applications for Business Assistance (to receive reimbursement from available incentive programs)
- Link to 5-year Capital Improvements Plan, Economic Development Guide and Master Plan

6. Business Retention Program

- Meet with existing businesses to introduce myself, thank them for presence in the community, and gauge future plans for facility (maintenance, expansion, relocation or new construction)
- Bootcamp training program for educating business knowledge for local mom/pop entrepreneurs
- Consider a "Business Appreciation Award" by Council to recognize selected local businesses

7. Active Business Recruitment

- Compile City marketing materials, "Enhance Wildwood" booklet, property information brochures, and live mapping elements and meet with potential new businesses, developers and chambers
- Update "New Developments Map" regularly with existing centers/anchors and available property
- Take materials, tablets and City Plans to conferences, conventions and trade shows
- Create a Master Retail Reference Table, identifying names of restaurants, stores and chains by name, type, class, cost, presence in region, and desire level by community stakeholders
- City Administrator maintains past contacts, Economic Development Manager pursues new contacts
- City to help create a small business incubator (IT start-up), potentially as a Worker Co-Op program

8. Proactive involvement in Conferences, Conventions and Trade Shows

- International Council of Shopping Centers (ICSC) DealMaking: October in Chicago (2016 complete)
- Buxton/MCMA retail development workshop: November 3 in Perryville (City has registered)
- Mississippi Valley Bike and Outdoor Expo: January 15 in Collinsville (City will be an Exhibitor)
- Outdoor Retailer Winter Market: January 10-12, 2017 in Salt Lake City
- ICSC RECon The Global Retail Real Estate Convention: May 21-24 in Las Vegas
- St. Louis Regional Chamber and Economic Development Partnership (EDP) events
- Missouri Economic Development Finance Association (MEDFA) events and conferences
- Missouri Municipal League (MML) events and conferences

Thank you,
Julian



WILDWOOD

November 14, 2016

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

Re: Update of the Community Park – Phase II Project Construction – **Report #2**

Council Members:

The Department would note the following regarding the development of phase two of the community park:

1. The extent of completed work at the property now includes the following items: grading for the placement of roadway and trail improvements, relocating the conflicting utility lines, liming of the soil for better stability and pavement placement, placing rock for the subgrade base material of the roadway, and completing other miscellaneous items in association with such, with the base course of asphalt still planned this month.
2. The Department has processed three (3) change orders over the last three (3) week period of time, with two (2) of them relating to utility relocation work on the east end of the proposed roadway, at the Pond-Grover Loop Road connection (RFI#3a and #5), and a short extension of the existing water main to the east side of Bonhomme Creek for future service to the east half of the overall park property (RFI#6). These three (3) change orders total \$42,544.26, Totaling all of the six (6) change orders processed to date by the City, the overall amount is now \$77,560.54
3. The general contractor continues to use the revised Work Schedule, which is attached, and indicates the project, under the contract with Gershenson Construction, will be completed next year (2017 – February/March timeframe).
4. The Department has expended, to date, the following toward this project (overall budget - \$800,000.00):
 - a. Gershenson Construction – \$117,614.75 (Three (3) pay requests in total and are attached to this letter) – **no change from October 24, 2016 report.**
 - b. Oates Associates – \$38,288.00 (Total amount of contract for professional services is \$50,300.00) – **no change from October 24, 2016 report.**
 - c. Total: \$155,902.75 – no change.

If any of the City Council members should have comments or questions in this regard, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation is planned

on the roadway/trail project at tonight's Work Session, where other questions or comments regarding this report can be addressed as well. Thank you for your review and input on this information.

Respectfully submitted,

CITY OF WILDWOOD



Joe Vujnich, Director

Department of Planning and Parks

Cc: The Honorable James R. Bowlin, Mayor
Ryan S. Thomas, P.E., City Administrator
John A. Young, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation
Tom Cissell, Project Engineer, Oates Associates
Mike Gershenson, Gershenson Construction



OATES ASSOCIATES
Engineering + Architecture

100 Lanter Court, Suite 1
Collinsville, IL 62234
tel 616.345.2200

720 Olive, Suite 700
St. Louis, MO 63101
tel 314.588.6381

20 East Main Street
Belleville, IL 62220
tel 618.416.4688

330 North Main, Suite 201
St. Charles, MO 63301
tel 636.493.6277

www.oatesassociates.com

FIELD REPORT



Photo 1 – New water line extension crossing the future roadway ~STA. 15+00.



Photo 2 – Lime modified and dirt graded. STA. 15+00 looking North.

FIELD REPORT

Copy: _____
Attach: _____

By: _____



100 Lanier Court, Suite 1
Collinsville, IL 62234
tel 618.345.2200

720 Olive, Suite 700
St. Louis, MO 63101
tel 314.588.6381

20 East Main Street
Belleville, IL 62220
tel 618.416.4688

330 North Main, Suite 201
St. Charles, MO 63301
tel 636.493.6277

www.oatesassociates.com

FIELD REPORT



Photo 3 – Photo looking at the low point of roadway ~ STA. 28+50.



Photo 4 – Placing the rock base over the lime mod graded earth

FIELD REPORT

Copy: _____
Attach: _____

By: _____

CITY OF WILDWOOD
 NOV 01 2016
 DEPT OF PLANNING & PARKS

RFI 003a

Wildwood Community Park Phase 2
 15034

Phasing for Utility Relocation work per MAWC & Removal of 16" DIP Watermain

Description	Quantity	Unit	Unit Cost	Total Cost
Earthwork Phasing (Top load scrapers on the East End, Loss of productivity, Re-mobilize & grade after utilities have been relocated)	1	LS	\$12,309.00	\$12,309.00
Exavate, Cut, & Dispose of 50' + of existing 16" DIP Watermain	1	LS	\$1,643.81	\$1,643.81
Mobilization (Re-Stake Approx 400 feet of roadway for rough grading)	1	LS	\$650.00	\$650.00
Phasing work around MAWC 24" Main relocation. Includes: Approx. 150+ CY Rock Excavation, 65' of 24" Ductile Iron water pipe removal & disposal, obliterate buried 3'X15'X6' concrete thrust block, 4 staking trips including 2 MAWC special request survey trips, decreased production for grading subcontractor, hand excavate & work around Charter line, haul off utilities spoils left onsite, 2 mobilization trips for grading equipment, work done over 5 week period	1	LS	\$19,026.26	\$19,026.26
TOTAL				\$19,026.26

GERSHENSON

CONSTRUCTION CO., INC.
2 Truitt Drive Eureka, MO 63025 (636) 938-9595 FAX: (636) 938-9501

CITY OF WILDWOOD
NOV 01 2016
DEPT OF PLANNING & PARKS

RFI 005

Wildwood Community Park Phase 2
15034

Bore 3" Conduit for Ameren UE per Mike Hartwig

Description	Quantity	Unit	Unit Cost	Total Cost
Boring approx 180' from Green Transformer to Power Pole on Kress	1	LS	\$5,060.00	\$5,060.00
TOTAL				\$5,060.00

GERSHENSON

CONSTRUCTION CO., INC.
2 Truitt Drive Eureka, MO 63025 (636) 938-9595 FAX: (636) 938-9501

CITY OF WILDWOOD
NOV 01 2016
DEPT OF PLANNING & PARKS

RFI 006

Wildwood Community Park Phase 2
15034

Install STL Approved Fire Hydrant, 40' Watermain Extension, all nessecary Appurtenences, backfill, Chlorinate & Flush test

Description	Quantity	Unit	Unit Cost	Total Cost
Contract Price Rock excavation for 12" RCP sewer	24	CY	\$150.00	\$3,600.00
Watermain Work	1	LS	\$14,858.00	\$14,858.00
TOTAL				\$18,458.00



WILDWOOD

November 14, 2016

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

Re: Meadows of Wildwood Subdivision Escrow Considerations

Council Members:

BACKGROUND - Over fifteen (15) years ago, the City Council approved a plat to allow for the development of an approximately eighteen (18) acre tract of land for a planned residential senior center that featured both self and assisted care options in a mix of building types. The development was named 'Meadows of Wildwood' and the developer was McNearney Homes. The project began construction approximately two (2) years before the recession and had a number of development issues that led it to experience substantial delays, which caused a limited amount of sales of units. The economy, and these delays, led to the foreclosure of the development by the lending institution – Great Southern Bank. This foreclosure came with eleven (11) of the units completed and many of them occupied.

With said action by the financial institution, the City called the letters of credit that McNearney Homes provided as the financial guarantee to the Deposit Agreement with Wildwood, which had been established to ensure the completion of required improvements. The financial institution requested it be allowed to become the successor developer, while replacing the letters of credits, and updated to reflect such. The City Council and the Department of Planning debated the merits of this allowance, since incorporation, a holder of a letter of credit had never been allowed to become the successor developer by the City, given the concerns about the dual roles in this regard. However, after receiving assurances from the financial institution personnel about this dual role, the City Council agreed to this unique arrangement and allowed Great Southern Bank to become the successor developer.

With this arrangement in place, the financial institution began its search for a homebuilder to complete the project, which again had eleven (11) of the allowable units completed, but no permanent sanitary sewer system in place and questions now arising about the focus of the project on a spectrum of care and services for seniors. This range of services was critical to the initial approval of the project, since it was located in the 'Cultural-Institutional Overlay District' of Town Center and had to exhibit certain characteristics to complement the community college, the Wildwood Family YMCA, and a grouping of churches in the general vicinity. If the senior service facility lacked the necessary range of services and the main building, where the higher levels of care had been planned, then it would not comply with the Town Plan Center. Therefore, the City Council, after a series of requests by the financial institution, resisted changing the last undeveloped lot to self-care villas until the residents of the then existing fifty-four (54) units requested such. Thereafter, the City Council did allow the conversion of the lot intended for the assisted care building to be divided into ten (10) new lots for ten (10) self care villas. The change to this lot and use was offset by services that would be available to residents in an ala-carte manner. After almost fifteen (15) years, the final development became a

sixty-four (64) lot residential retirement community, with no range of services in terms of progressive care as residents were to “age in place.”

CURRENT STATUS - More recently, since the conversion of the main building lot to ten (10) individual lots for additional self care villas, the Departments of Public Works and Planning have met with representatives of the financial institution, E-404 (the developer of the aforementioned ten (10) new self care villas), and trustees of the Homeowners Association to determine the current status of improvements, i.e. completed and ready for inspection, deficient, missing, or some other stage of completion/non-completion. The first of these meetings was approximately three (3) years ago, where a number of major issues were identified, including the condition of the street network, the misplacement or absence of curbs and gutters at the approved locations on the street, the width and construction standard of the majority of the sidewalk network, the drainage and management of stormwater runoff, and the location of certain improvements outside easements or designated common ground areas. Over this three (3) year period, meetings have been held between the respective parties, i.e. the developer, the residents, City officials, and representative from the financial institution, and, in all instances, the same list of improvements were identified for replacement or repair. However, despite these meetings and discussions, work never proceeded, until the developer of the final ten (10) self-care villas completed the required items within that small area of the overall project’s location, but under a different Deposit Agreement.

Within the last six (6) months, the financial institution requested a meeting with City officials to discuss these improvements and its attorney attended it, along with a representative of a company that would be charged to complete the deficient or missing improvements. The meeting concluded with City officials noting the work needed to be completed that had been previously identified by the aforementioned inspections and adhere to the approved City plans in this regard. It was clear from this meeting with these parties that had been or now involved in the development of this site that a disconnect existed between the expectation of the City and the financial institution on what improvements needed to be addressed and their extent. Along with the discussions on the improvements and standards used to release held escrow funds, based upon their satisfactory completion, the City also noted the Deposit Agreements were beyond their default dates and the Letters of Credit were reaching their respective expiration times to call them. Therefore, timing was critical.

DEFINABLE PROGRESS - Since that meeting, Department of Public Works personnel have, yet again, met with the company engaged by the financial institution to assist with the completion of improvements at the site and those recent conversations have focused on the sidewalk repairs, but none of the other items that have been identified. Additionally, arguments have occurred on timing and penalties for not completing the sidewalk network consistent with the approved plans, which led to unnecessary delays due to the construction company not wanting to proceed, if **any** uncertainty existed. The uncertainty was not the condition of the sidewalks that had been identified as deficient, but rather should a penalty be assessed for the developer of the lots for completing ignoring the approved plans of the City. The Department sent an e-mail noting this matter could certainly be discussed, but it should not delay the work. However, as of November 10, 2016, the work on the sidewalk deficiencies had just started and no other corrections are being discussed between the parties at this time. The e-mail is attached to this report.

The Department would note that all of this discussion and lack of progress from the successor developer has occurred with the construction component of the Deposit Agreement in default for the past five (5) months, along with a call date on the Letter of Credit (construction) in December 2016. The maintenance component of the Deposit Agreement defaults in December 2016 as well. These dates are noted due to the fact the agreements have been in place for almost eight (8) years, which covers the development of units, but now

all have been completed. With the completion of the units, the developer is encouraged to close out the project by requesting inspections and releases of held escrow funds for completed, inspected, and accepted public improvements. This process, as noted, has been slow over many years and now further delayed by introducing yet another party (construction consultant) and, in the end, provided limited relief to the residents of the subdivision, who would like to bring the development of this site to a close as well.

Given the current delays in completing improvements, the lack of progress in addressing the requested repairs and replacement of deficiencies, and the on-going problems with communication between the parties, the Department does intend to call all the Letters of Credit at the appropriate dates in December and have the City complete the improvements to the subdivision, so as this lack of progress can be overcome and the residents finally delivered a completed subdivision. This call action will make the City the de-facto developer of the project, but the Department does not foresee a better approach, given the financial institution and construction consultant's lack of cooperation in this regard. It is important to also note the City will complete all public improvements first with the defaulted escrow monies, such as streets, sidewalks, grading, and stormwater improvements, and thereafter, if funds remain, address any other outstanding issues. The Department does not anticipate undertaking this action lightly, but has reached this point after years of negotiations with a financial institution that understood its responsibilities, when it pleaded with the City to be allowed to become the successor developer many years ago. It is the City's responsibility to ensure improvements are completed according to plan and, in a timely manner, whenever possible, to promote the public's health, safety, and welfare.

SUMMARY AND ACTION - Accordingly, the Department will issue the call on the Letters of Credit for these funds on December 7, 2016, given the expiration date is December 8, 2016, unless the City Council should direct otherwise. If any of the City Council members should have comments or questions in regard to this matter, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation is planned on this report at tonight's Work Session, where other questions or comments regarding this report can be addressed as well. Thank you for your review and input on this information.

Respectfully submitted,

CITY OF WILDWOOD



Joe Vujnich, Director
Department of Planning

Cc: The Honorable James R. Bowlin, Mayor
Ryan S. Thomas, P.E., City Administrator
John A. Young, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Terri L. Gaston, Senior Planner
Carol Hanson, Great Southern Bank

From: Joe Vujnich JVujnich@cityofwildwood.com

Subject: Meadows of Wildwood

Date: October 23, 2016 at 3:08 PM

To: mgartenberg@gartenbergcc.com, Carol L. Hanson CHanson@greatsouthernbank.com

Cc: Terri Gaston terri@cityofwildwood.com, rbrown@cityofwildwood.com, Scott Hummel Scott@cityofwildwood.com, Ryan Thomas ryan@cityofwildwood.com

JV

To All:

I appreciate the concerns about the penalty for the reduced width of the installed sidewalks in this project. My recollection that, when the City, the bank, and representatives of E-404 meet many months ago, a decision was made not to require the existing sidewalks to be removed and reinstalled at the approved width of five feet, per the plan, but rather avoid the disruption of lawn areas, mailboxes, and irrigation lines. This approach seemed best at the time. However, the City never waived its right to assess a penalty for the four foot wide sidewalks, which is not the minimum size for ADA purposes, which seems reasonable for a retirement community.

However, I think the City would be glad to discuss this penalty, if it allows the promised work in this development to proceed and address the sidewalks, the curbs and gutters, the streets, the grading and drainage issues, and others. The Department would encourage the work to proceed, while the parties discuss the matter of a penalty, which could be eliminated or reduced, if the bank can show cause.

Department of Public Works and Planning staff will be in the office tomorrow and can discuss this item over the telephone, if you would like. Thank you for your consideration of this approach.

Joe Vujnich



WILDWOOD

October 10, 2016

Steve Mitchem
Great Southern Bank
1451 East Battlefield Road
Springfield, MO 65804

c/o Carol Hanson
Great Southern Bank
8235 Forsyth Boulevard, Suite 150
St. Louis, MO 63105

RE: Subdivision - Plat #2004004-1R-C
Deposit Agreement secured by LC: #1977
Default Date of Deposit Agreement: June 8, 2016
Expiration of Letter of Credit: December 8, 2016

Dear Mr. Mitchem c/o Ms. Hanson:

Our records indicate the performance period, established by the above-referenced Deposit Agreement, for completion of required improvements in the aforementioned subdivision lapsed and, as of June 8, 2016, the developer has been in default. The current balance held by the City of Wildwood guaranteeing construction of improvements is \$150,234.54. Chapter 420.080 of the City of Wildwood's *Subdivision and Development Regulations* specifies this balance may be forfeited, given the Deposit Agreement's default status, compounded by the identified deficiencies of common improvements.

Given the development's completed status, yet certain improvements were not constructed in accordance with approved plans, the *Subdivision and Development Regulations* allow the Director of Planning to place a call on the funds held by the Letter of Credit. Please be advised the above referenced current balance will be forfeited to the beneficiary as of December 8, 2016, unless improvements have been replaced to meet a satisfactory level of construction.

Should you have any questions regarding the above information, please contact the Department of Planning at (636) 458-0440. Thank you for your attention to this matter.

Sincerely,
CITY OF WILDWOOD

Joe Vujnich, Director of Planning
Department of Planning & Parks

CC: Ryan Thomas, City Administrator
John Young, City Attorney
Rick Brown, Director of Public Works
Terri L. Gaston, Senior Planner

Planning Tomorrow Today



WILDWOOD

October 10, 2016

Steve Mitchem
Great Southern Bank
1451 East Battlefield Road
Springfield, MO 65804

c/o

Carol Hanson
Great Southern Bank
8235 Forsyth Boulevard, Suite 150
St. Louis, MO 63105

RE: Subdivision - Plat #2004004-1R-M
Deposit Agreement secured by LC: #1978
Default Date of Deposit Agreement: June 8, 2016
Expiration of Letter of Credit: June 8, 2017

Dear Mr. Mitchem c/o Ms. Hanson:

Our records indicate the performance period, established by the above-referenced Deposit Agreement, for completion of required improvements in the aforementioned subdivision lapsed and, as of June 8, 2016, the developer has been in default. The current balance held by the City of Wildwood guaranteeing maintenance of improvements is \$93,745.45. Chapter 420.080 of the City of Wildwood's *Subdivision and Development Regulations* specifies this balance may be forfeited, given the Deposit Agreement's default status, compounded by the lack of repairs made to common improvements.

Given the development's completed status, yet certain improvements have not been properly maintained, the *Subdivision and Development Regulations* allow the Director of Planning to place a call on the funds held by the Letter of Credit. Please be advised this is a 60-day notice that the above referenced current balance will be forfeited to the beneficiary as of December 8, 2016, unless improvements have been repaired to a satisfactory condition.

Should you have any questions regarding the above information, please contact the Department of Planning at (636) 458-0440. Thank you for your attention to this matter.

Sincerely,
CITY OF WILDWOOD

Joe Vujnich, Director of Planning
Department of Planning & Parks

CC: Ryan Thomas, City Administrator
John Young, City Attorney
Rick Brown, Director of Public Works
Terri L. Gaston, Senior Planner

Planning Tomorrow Today

**EXTENSION OF LETTER OF CREDIT DEPOSIT AGREEMENT
GUARANTEEING SUBDIVISION IMPROVEMENTS**

WHEREAS,

GREAT SOUTHERN BANK - STEVE MITCHEM

1451 EAST BATTLEFIELD, SPRINGFIELD, MISSOURI 65804

c/o CAROL HANSON – ST. LOUIS BRANCH LOCATION

herein called **DEVELOPER**, and the City of Wildwood Missouri, herein called **CITY**, entered into a Letter of Credit Deposit Agreement guaranteeing subdivision improvements for: **MEADOWS OF WILDWOOD**; and

WHEREAS, the Completion Date under the terms of the agreement (hereinafter "Original Completion Date") is **December 8, 2015**, but the DEVELOPER has to date not completed and will not complete the subdivision improvements by the original Completion Date and requests the Director of Planning extend this date; and

WHEREAS, the Director of Planning, being duly advised in the premises, concludes that an extension is appropriate and necessary to facilitate adequate and coordinated provisions of transportation, water, sewerage, schools, parks, playgrounds, or other public improvements, facilities, or requirements;

NOW, THEREFORE, in consideration of the City extending the Deposit Agreement and other mutual consideration, DEVELOPER and CITY mutually agree as follows:

1. Pursuant to the Director of Planning's authority under Section 420.080 of Chapter 420, Subdivision and Development Regulations (2004), as amended from time to time, to do so, the Completion Date under the above-referenced Deposit Agreement is extended to **June 8, 2016**.

2. The Developer agrees to abide by the provisions of the Section 420.080 of Chapter 420, Subdivision and Development Regulations (2004) as may be amended from time to time, and all other governing development regulations, and the deposit shall be subject to disbursement order and other remedies pursuant to Chapter 420, Sections 420.080 G-J, as well as all other preexisting requirements as existed by law or agreement. The CITY shall have the right, as contracting party, to enforce all obligations of the Developer in the deposit agreement, and in this or any other extension, and shall continue to have the right to hold and retain all or any part of this deposit to secure performance of the DEVELOPER obligations to the CITY.

3. Except as modified herein, all other terms and conditions of the above-referenced Deposit Agreement shall remain in full force and effect.

4. DEVELOPER has, in conjunction with this approval, deposited with CITY, a new or amended sight draft irrevocable Letter of Credit, or a certified extension issued by the financial institution which provided the original Letter of Credit, in a form approved by the City Attorney,

in an amount equal to the remaining Deposit Agreement balance at the time of extension, which will be held in accordance with the terms of the Deposit Agreement as amended hereby.

5. The DEVELOPER hereby accepts this Extension Agreement as a lawful and satisfactory extension of the deposit or surety under the provisions and requirements of Section 420.080, as amended, of the City of Wildwood ordinances.

3rd IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this of December A.D. 2015.

GREAT SOUTHERN BANK

ATTEST (seal):

Carol L. Hanson
Title: Vice President

Type name: Carol L. Hanson

John Bugh
Title: Regional Managing Director

Type name: John Bugh

NOTE:

The signatures of the DEVELOPER shall be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

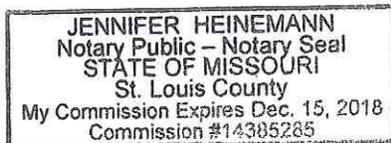
CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 3rd day of December A.D. 2015 before me appeared **Carol L. Hanson** to me personally known, who, being by me duly sworn, did say that she is a Vice President of **Great Southern Bank**, a Missouri Corporation and that she executed the foregoing agreement pursuant to the authority given her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by her on behalf of the aforesaid corporation by authority of its Board of Directors and said **Carol L. Hanson**, as Vice President of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires 12/15/2018



Jennifer A. Heinemann
Notary Public

CORPORATE EXECUTING ACKNOWLEDGEMENT

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

On this 3rd day of December A.D. 2015 before me appeared **John Bugh** to me personally known, who, being by me duly sworn, did say that he is Regional Managing Director of **Great Southern Bank**, a Missouri Corporation and that **Carol L. Hanson**, who executed the foregoing agreement as Vice President of the aforesaid corporation is in fact a Vice President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires 12/15/2018



Jennifer Heinemann
Notary Public

CITY OF WILDWOOD, MISSOURI

APPROVED:

Alex Vesper
DIRECTOR OF PLANNING

Dated: 12-4-15

Robert J. Gal
CITY ATTORNEY

Dated: 12-7-2015



Carol Hanson

Vice President

8235 Forsyth Blvd, Suite 150
St. Louis, MO 63105

314-889-8924

Fax 855-615-9330

chanson@greatsouthernbank.com

November 9, 2015

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: Meadows of Wildwood (resbdv)
Subdivision #2004004-1R-C

Dear Ms. Gaston;

Please let this letter serve as a request from Great Southern Bank, developer of record on the above referenced subdivision, to the City of Wildwood to extend the Letter of Credit Deposit Agreement for six months from December 8, 2015 until June 8, 2016. As part of this request, Great Southern Bank will also be extending the underlying Letter of Credit #1977 from June 8, 2016 until December 8, 2016.

Thank you.

Sincerely,

Carol L. Hanson

Carol L. Hanson
Vice President

APPROVED for preparing
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: Joe Vesper

DATE: 11-16-15

*paperwork to
process with
City Council
for signature
extending a
full year
per the 2nd
R.D.A. item*





Carol Hanson
Vice President
8235 Forsyth Blvd, Suite 150
St. Louis, MO 63105
314-889-8924
Fax 855-615-9330
chanson@greatsouthernbank.com

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT
NO. 1977

November 12, 2015

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: **Amendment to expiration for LC #1977**

Dear Ms. Gaston:

The above referenced Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$173,099.58

Current Expiration Date: 6/8/2016

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration (maturity) date shall now be:

December 8, 2016 with the maximum available amount being \$173,099.58

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

A handwritten signature in cursive script that reads "Carol L. Hanson".

By: Carol L. Hanson
Title: Vice President



Carol Hanson

Vice President

8235 Forsyth Blvd, Suite 150
St. Louis, MO 63105

314-889-8924

Fax 855-615-9330

chanson@greatsouthernbank.com

November 9, 2015

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: Meadows of Wildwood (resbdv)
Subdivision #2004004-1R-M

Dear Ms. Gaston;

Please let this letter serve as a request from Great Southern Bank, developer of record on the above referenced subdivision, to the City of Wildwood to extend the Letter of Credit Deposit Agreement for six months from December 8, 2015 until June 8, 2016. As part of this request, Great Southern Bank will also be extending the underlying Letter of Credit #1978 from June 8, 2016 until June 8, 2017, with possible release as early as August 13, 2016.

95% occ. for 18 mos. (2/13/15 - 52 of 54 hrs)

Thank you.

Sincerely,

Carol L. Hanson

Carol L. Hanson
Vice President

APPROVED for preparing
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: *Joe Vuppa*

DATE: 11-16-15

paperwork to process with City Council for signature, extending a full year per the 2nd R.D.A. terms.





Carol Hanson
Vice President
8235 Forsyth Blvd, Suite 150
St. Louis, MO 63105
314-889-8924
Fax 855-615-9330
chanson@greatsouthernbank.com

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT
NO. 1978

November 12, 2015

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: Amendment to expiration for LC #1978

Dear Ms. Gaston:

The above referenced Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$93,745.45

Current Expiration Date: 6/8/2016

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration (maturity) date shall now be:

June 8, 2017 with the maximum available amount being \$93,745.45

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

A handwritten signature in cursive script that reads "Carol L. Hanson".

By: Carol L. Hanson
Title: Vice President

**EXTENSION OF LETTER OF CREDIT DEPOSIT AGREEMENT
GUARANTEEING SUBDIVISION IMPROVEMENTS**

WHEREAS,

GREAT SOUTHERN BANK

C/O STEVE MITCHEM

1451 EAST BATTLEFIELD

SPRINGFIELD, MISSOURI 65804

herein called **DEVELOPER**, and the City of Wildwood Missouri, herein called **CITY**, entered into a Letter of Credit Deposit Agreement guaranteeing subdivision improvements for: **MEADOWS OF WILDWOOD**; and

WHEREAS, the Completion Date under the terms of the agreement (hereinafter "Original Completion Date") is **December 8, 2014**, but the DEVELOPER has to date not completed and will not complete the subdivision improvements by the original Completion Date and requests the Director of Planning extend this date; and

WHEREAS, the Director of Planning, being duly advised in the premises, concludes that an extension is appropriate and necessary to facilitate adequate and coordinated provisions of transportation, water, sewerage, schools, parks, playgrounds, or other public improvements, facilities, or requirements;

NOW, THEREFORE, in consideration of the City extending the Deposit Agreement and other mutual consideration, DEVELOPER and CITY mutually agree as follows:

1. Pursuant to the Director of Planning's authority under Section 420.080 of Chapter 420, Subdivision and Development Regulations (2004), as amended from time to time, to do so, the Completion Date under the above-referenced Deposit Agreement is extended to **December 8, 2015**.

2. The Developer agrees to abide by the provisions of the Section 420.080 of Chapter 420, Subdivision and Development Regulations (2004) as may be amended from time to time, and all other governing development regulations, and the deposit shall be subject to disbursement order and other remedies pursuant to Chapter 420, Sections 420.080 G-J, as well as all other preexisting requirements as existed by law or agreement. The CITY shall have the right, as contracting party, to enforce all obligations of the Developer in the deposit agreement, and in this or any other extension, and shall continue to have the right to hold and retain all or any part of this deposit to secure performance of the DEVELOPER obligations to the CITY.

3. Except as modified herein, all other terms and conditions of the above-referenced Deposit Agreement shall remain in full force and effect.

4. DEVELOPER has, in conjunction with this approval, deposited with CITY, a new or amended sight draft irrevocable Letter of Credit, or a certified extension issued by the financial

institution which provided the original Letter of Credit, in a form approved by the City Attorney, in an amount equal to the remaining Deposit Agreement balance at the time of extension, which will be held in accordance with the terms of the Deposit Agreement as amended hereby.

5. The DEVELOPER hereby accepts this Extension Agreement as a lawful and satisfactory extension of the deposit or surety under the provisions and requirements of Section 420.080, as amended, of the City of Wildwood ordinances.

26th IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this of November A.D. 2014.

GREAT SOUTHERN BANK

ATTEST (seal):

Carol L. Hanson

Title: Vice President

Type name: Carol L. Hanson

John Bugh

Title: Regional Managing Director

Type name: John Bugh

NOTE:

The signatures of the DEVELOPER shall be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 26th day of November A.D. 2014 before me appeared **Carol L. Hanson** to me personally known, who, being by me duly sworn, did say that she is a Vice President of **Great Southern Bank**, a Missouri Corporation and that she executed the foregoing agreement pursuant to the authority given her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by her on behalf of the aforesaid corporation by authority of its Board of Directors and said **Carol L. Hanson**, as Vice President of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires 12/15/2014



Jennifer A. Heinemann
Notary Public

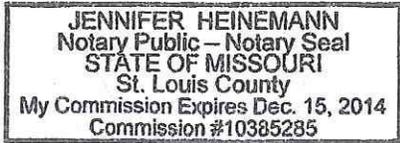
CORPORATE EXECUTING ACKNOWLEDGEMENT

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

On this 26th day of November A.D. 2014, before me appeared **John Bugh** to me personally known, who, being by me duly sworn, did say that he is Regional Managing Director of **Great Southern Bank**, a Missouri Corporation and that **Carol L. Hanson**, who executed the foregoing agreement as Vice President of the aforesaid corporation is in fact a Vice President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires 12/15/2014



Jennifer Heinemann

Notary Public

CITY OF WILDWOOD, MISSOURI

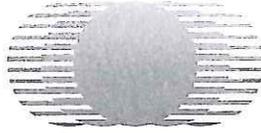
APPROVED:

Joe Manning

DIRECTOR OF PLANNING
12-2-14

Robert J. Auer

CITY ATTORNEY



Great Southern Bank

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT
NO. 1977

November 25, 2014

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: Amendment to expiration for LC #1977

Dear Ms. Gaston:

The above referenced Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$349,507.35

Current Expiration Date: 6/8/2015

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration (maturity) date shall now be:

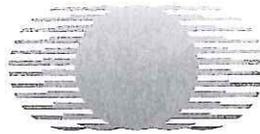
June 8, 2016 with the maximum available amount being \$349,507.35

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

By: Carol L. Hanson
Title: Vice President



Great Southern Bank

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT
NO. 1978

November 25, 2014

City of Wildwood
Department of Planning
Attn: Terri L. Gaston
16860 Main Street
Wildwood, MO 63040

RE: Amendment to expiration for LC #1978

Dear Ms. Gaston:

The above referenced Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$93,745.45

Current Expiration Date: 6/8/2015

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration (maturity) date shall now be:

June 8, 2016 with the maximum available amount being \$93,745.45

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

By: Carol L. Hanson
Title: Vice President

**2nd REPLACEMENT SUCCESSOR DEVELOPER AGREEMENT
GUARANTEEING CERTAIN SUBDIVISION IMPROVEMENTS**

THIS SUCCESSOR DEVELOPER DEPOSIT AGREEMENT GUARANTEEING CERTAIN
SUBDIVISION IMPROVEMENTS (this "Agreement") is made and entered into by

Great Southern Bank

c/o Steve Mitchem

145 East Battlefield Road

Springfield, Missouri 65804,

herein called "Foreclosing Bank" and CITY OF WILDWOOD, MISSOURI, herein called CITY:

WITNESSETH:

WHEREAS, the original developer (the "Original Developer") of the Subdivision (hereinafter defined) submitted plan, information and data to the CITY'S Department of Planning for creation and development of a subdivision to be known as the "Meadows of Wildwood" (the "Subdivision") and requested approval of the same, which the CITY granted;

WHEREAS, in connection with the approval of the Subdivision, the Original Developer was required to construct various public and other infrastructure improvements in accordance with CITY standard and requirements (the "Subdivision Improvements") and entered into a certain agreement with the CITY dated May 22, 2004, to ensure the construction of the Subdivision Improvements (the "Deposit Agreement"); and

WHEREAS, the Original Developer borrowed monies from the Foreclosing Bank to acquire and develop the Subdivision and to issue two letters of credit to the CITY for the account of the Original Developer in connection with the Deposit Agreement: one for construction of the Subdivision Improvements (letter of credit no. 1791) and one for maintenance of the Subdivision Improvements (letter of credit no. 1792) (collectively, the "Letters of Credit"); and

WHEREAS, after construction commenced in the Subdivision, the Original Developer defaulted in completing the Subdivision Improvements; and

WHEREAS, the Original Developer also defaulted in its loans from Foreclosing Bank, and Foreclosing Bank foreclosed on February 6, 2008; and

WHEREAS, one February 22, 2008, after foreclosure by Foreclosing Bank, the CITY declared the Deposit Agreement to be in default and thereupon made a draw on each of the Letters of Credit, which draws were duly honored by Foreclosing Bank; and

WHEREAS, since the foreclosure, Foreclosing Bank has completed certain Subdivision Improvements at its expense and, in addition, has completed connection of the Subdivision's sanitary sewer system to the Metropolitan St. Louis Sewer District (the cost of which will not be reimbursed to

Foreclosing Bank because the sanitary sewer system was not a line item covered by the Deposit Agreement), all in order to improve the Subdivision for its current residents and to further the interests of the CITY; and

WHEREAS, the Foreclosing Bank is seeking the approval of the City to permit the Foreclosing Bank to assume certain responsibilities of the Original Developer pursuant to Section 420.080 of the Wildwood Municipal Code for Subdivision Improvements, to replace the Letter of Credit Proceeds with two new letters of credit and to obtain a reduction in the amounts of the new letters of credit for completion of the Subdivision Improvements, all in exchange for assuming such responsibility and completing such improvements; and

WHEREAS, such approval will benefit the Foreclosing Bank by removing the Subdivision from default and enabling completion of the Subdivision; and

WHEREAS, the Subdivision plans were approved prior to Foreclosing Bank's foreclosure and the CITY's Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the Subdivision Improvements identified in this Agreement are all in accordance with the provision of Chapter 420 of the Wildwood Municipal Code; and

WHEREAS, the initial Agreement was approved by the City Council on December 8, 2008, with subsequent extensions of time, as authorized under its language for a specific and certain period, but now expires on December 8, 2013 and is in need of replacement, since the Subdivision is not completed.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided, it is hereby mutually agreed:

1. The Foreclosing Bank assumes the responsibility of the Original Developer as set forth in Section 420.080 respecting those certain Subdivision Improvements, as described in the initial agreement dated December 8, 2008.
2. The City acknowledges that it currently hold in escrow the amount of \$443,252.80 (the "Deposit Sum"), representing all Letter of Credit Proceeds, all in accordance with the approved plans of the Subdivision Improvements and in accordance with the ordinances of the City regulating the same.
3. That the Foreclosing Bank guarantees that all required utilities and subdivision improvements will be installed, constructed and completed within one (1) year of the date of City Council approval of this agreement, as shown on Page 5 of this Agreement ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a period of up to two (2) years in his sole discretion, as provided by Section 420.080 of the Wildwood Municipal Code.
4. From time to time, Foreclosing Bank shall be entitled to a reduction in the amounts of the Replacement Letters of Credit for the full or partial completion of the Subdivision Improvements, unless otherwise specified in this Agreement. The CITY shall release 90% from the Replacement Letters of Credit or portions thereof upon receipt of a written authorization from the Director that the Subdivision Improvements have been properly completed. In order to obtain written authorization from the Director that such improvements have been properly completed, the Foreclosing Bank shall, to the extent appropriate, make written request to each appropriate inspecting authority to inspect said improvements, with a copy to the Director.

5. The remaining percentage of the Deposit Sum not released pursuant to Section 4 of this Agreement shall be held by the CITY to secure the maintenance obligation of the Foreclosing Bank for the Subdivision Improvements. Upon expiration of the maintenance obligations pursuant to Section 420.080 and final approval of all Subdivision Improvements, the Director shall release the Foreclosing Bank from all remaining obligations under the Replacement Letters of Credit.

6. Foreclosing Bank agrees to defend, indemnify, and hold harmless the CITY from and against any and all claims against the CITY for release of any portion of the Deposit Sum to Foreclosing Bank.

7. Exercise or waiver by CITY of any enforcement action under this Agreement or Chapter 420 does not waive or foreclose any other or subsequent enforcement action whatsoever. The Deposit Sum held under this Agreement shall be governed by the provisions of Section 420.080, as amended, of the Wildwood Subdivision Code and the Foreclosing Bank agrees to the provisions thereof as if set forth herein.

8. Nothing herein shall be construed to create or permit any liability in the CITY for the Subdivision Improvements or for reimbursement therefor, or for the conduct of Foreclosing Bank, or its use of the released funds, nor shall such improvements be deemed in any way improvements or infrastructure of the CITY, except for such improvements as may hereinafter be formally accepted by the CITY for public dedication.

9. The CITY and Foreclosing Bank hereby accept this Agreement as a lawful and satisfactory Deposit Agreement under the provisions and requirements of Section 420.080, as amended, of the City of Wildwood ordinances.

10. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. This Agreement cannot be changed, modified, or amended in any respect except by a written instrument signed by both parties.

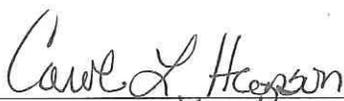
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 21 day of November A.D. 20 13.

GREAT SOUTHERN BANK

ATTEST (seal):



Title: ~~President~~ Vice President
Type name: John Beugh



Title: ~~Secretary~~ Vice President
Type name: Carol L. Hanson

NOTE: The signatures of the DEVELOPER shall be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 21st day of November, A.D., 2013, before me appeared John Bugh, to me personally known, who, being by me duly sworn, did say that (s)he is the ~~President~~ ^{V.P. of} Great Southern Bank, a Missouri Bank and that (s)he executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him, on behalf of the aforesaid corporation by authority of its Board of Directors and said John Bugh, as ~~President~~ ^{V.P.} of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires Aug. 19, 2017
Tina L. Barts
Notary Public



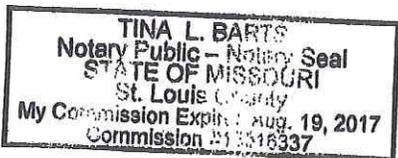
CORPORATE SECRETARY'S ACKNOWLEDGEMENT

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

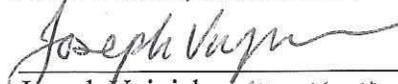
On this 21st day of November, A.D., 2013, before me appeared Carol L. Hanson, to me personally known, who, being by me duly sworn, did say that (s)he is the ~~Secretary~~ ^{V.P.} of Great Southern Bank, a Missouri Bank and that Carol L. Hanson who executed the foregoing agreement as ~~President~~ ^{V.P.} of the aforesaid corporation is in fact the ~~President~~ ^{V.P.} of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires Aug. 19, 2017
Tina L. Barts
Notary Public



CITY OF WILDWOOD, MISSOURI



Joseph Vujnich 12-11-13

DIRECTOR OF PLANNING

APPROVED:

CITY OF WILDWOOD COUNCIL

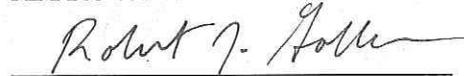
ATTEST (seal):


MAYOR

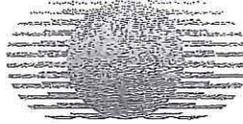
Date Approved: 12/9/13

[Completion date is 12 months after approval,
notwithstanding any extension as authorized within]

APPROVED:



CITY ATTORNEY



Great Southern Bank

November 19, 2013

City of Wildwood
Attention: Terri Gaston
16860 Main Street
Wildwood, MO 63040

RE: Amendment to expiration for LC #1977

Dear Mrs. Gaston:

The above reference Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$349,507.35

Current Expiration Date: 6/8/2014

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration [maturity] date shall now be:

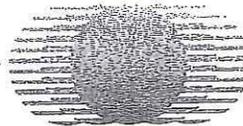
June 8, 2015, with the maximum available amount being \$349,507.35

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

By: Carol L. Hanson
Title: Vice President



Great Southern Bank

November 19, 2013

City of Wildwood
Attention: Terri Gaston
16860 Main Street
Wildwood, MO 63040

RE: Amendment to expiration for LC #1978

Dear Mrs. Gaston:

The above reference Irrevocable Letter of Credit is currently outstanding under the following terms and conditions:

Issue Date: November 24, 2008

Amount: \$93,745.45

Current Expiration Date: 6/8/2014

Please be advised that the Irrevocable Letter of Credit is hereby being amended and the earliest expiration [maturity] date shall now be:

June 8, 2015, with the maximum available amount being \$93,745.45.

All other terms and conditions of the Letter of Credit shall remain the same.

Sincerely,

GREAT SOUTHERN BANK

By: Carol L. Hanson
Title: Vice President

11/8/2016

ACCOUNT CURRENT STATUS REPORT

SUBDIVISION NAME: Meadows of Wildwood [Resbdv]

SUBDIVISION ID: 2004004-1R-C

LOC#: 1977

AGREEMENT: L

EXP DATE: 12/08/2016

DEVELOPER: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

CONTACT: Carol Hanson for Steve Mitchem

PHONE: 314-692-8213

FINANCIAL INSTITUTION: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

CONTACT: Carol Hanson for Steve Mitchem

PHONE: 314-692-8213

BENEFICIARY: City of Wildwood
183 Plaza Drive
Wildwood, MO 63040

CONTACT: Terri L. Gaston

PHONE: 636-458-0440

DEFAULT DATE: 06/08/2016

60 DAY WARNING DATE: 04/08/2016

30 DAYS TO DEFAULT: 05/09/2016

15 DAYS TO DEFAULT: 05/24/2016

PLANNER:

	ORIGINAL BALANCE	CURRENT BALANCE
5% Storm Sewers	3,012.84	3,012.84
85% Storm Sewers	51,218.31	0.00
Streets - Public	0.00	0.00
Streets - Private	16,483.82	16,483.82
Street Signs	800.00	800.00
Street Lights	24,600.00	0.00
Sidewalks	92,212.34	85,912.34
Road Widening	0.00	0.00
Temp. Turnaround Install	0.00	0.00
Temp. Turnaround Removal	0.00	0.00
Temp. Barricades	390.00	390.00
Box Culvert	0.00	0.00
Detention/Retention	27,733.23	27,733.23
Handicapped Access	0.00	0.00
Erosion Control	17,790.00	889.50
Siltation Control	9,180.00	459.00
Sink Holes	0.00	0.00
Sanitary Sewers	0.00	0.00
Streets Remove/Replace	0.00	0.00
Storm Sewers (Pre 94)	0.00	0.00
Guard Rails	0.00	0.00
Water Mains	0.00	0.00
Street Tree	52,324.00	0.00
Common Ground Sod	0.00	0.00
Multiple Use Trail	14,486.40	0.00
Fencing	0.00	0.00
Grading	16,850.00	842.50
Landscaping	90,433.70	0.00
Swimming Pool	0.00	0.00
Recreation Building	0.00	0.00
Monuments	28,725.00	0.00
Retaining Wall	0.00	0.00
10% Maintenance Obligation	0.00	0.00
Misc. Improvements	44,682.96	13,711.31

TOTAL COSTS:

490,922.60

150,234.54

REMARKS:

11/8/2016

ACCOUNT CURRENT STATUS REPORT

SUBDIVISION NAME: Meadows of Wildwood [Resbdv]

SUBDIVISION ID: 2004004-IR-M

LOC#: 1978

AGREEMENT: L

EXP DATE: 06/08/2017

DEVELOPER: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

CONTACT: Carol Hanson for Steve Mitchem

PHONE: 314-692-8213

FINANCIAL INSTITUTION: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

CONTACT: Carol Hanson for Steve Mitchem

PHONE: 314-692-8213

BENEFICIARY: City of Wildwood
183 Plaza Drive
Wildwood, MO 63040

CONTACT: Terri L. Gaston

PHONE: 636-458-0440

DEFAULT DATE: 12/08/2016

60 DAY WARNING DATE: 10/08/2016

30 DAYS TO DEFAULT: 11/08/2016

15 DAYS TO DEFAULT: 11/23/2016

PLANNER:

	ORIGINAL BALANCE	CURRENT BALANCE
5% Storm Sewers	0.00	0.00
85% Storm Sewers	0.00	0.00
Streets - Public	0.00	0.00
Streets - Private	0.00	0.00
Street Signs	0.00	0.00
Street Lights	0.00	0.00
Sidewalks	0.00	0.00
Road Widening	0.00	0.00
Temp. Turnaround Install	0.00	0.00
Temp. Turnaround Removal	0.00	0.00
Temp. Barricades	0.00	0.00
Box Culvert	0.00	0.00
Detention/Retention	0.00	0.00
Handicapped Access	0.00	0.00
Erosion Control	0.00	0.00
Siltation Control	0.00	0.00
Sink Holes	0.00	0.00
Sanitary Sewers	0.00	0.00
Streets Remove/Replace	0.00	0.00
Storm Sewers (Pre 94)	0.00	0.00
Guard Rails	0.00	0.00
Water Mains	0.00	0.00
Street Tree	0.00	0.00
Common Ground Sod	0.00	0.00
Multiple Use Trail	0.00	0.00
Fencing	0.00	0.00
Grading	0.00	0.00
Landscaping	0.00	0.00
Swimming Pool	0.00	0.00
Recreation Building	0.00	0.00
Monuments	0.00	0.00
Retaining Wall	0.00	0.00
10% Maintenance Obligation	93,745.45	93,745.45
Misc. Improvements	0.00	0.00

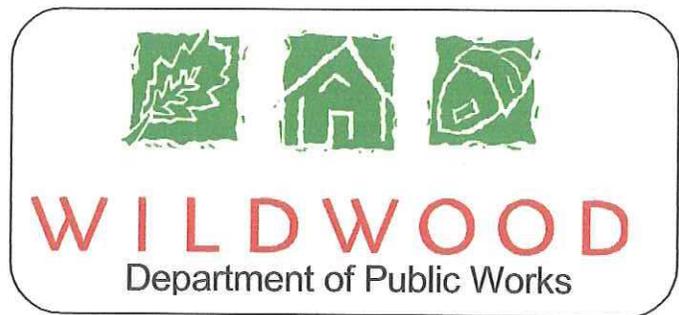
TOTAL COSTS:

93,745.45

93,745.45

REMARKS:

Memo



To: Joe Vujnich, Director of Planning / Parks

From: Scott B. Hummel, Superintendent of Streets

Date: November 15, 2013

Re: Meadows of Wildwood - sidewalk / street tree escrow funds

As requested The Department of Public Works has conducted an inspection of the above referenced development and recommends no escrow release at this time. The approved improvement plans clearly indicate a 4 foot wide grass strip and a 5 foot wide sidewalk with the street lights and street trees located in the 4 foot wide grass strip.

The following is a summary of what was constructed.

Sidewalks

Lot #1 – Sidewalk is 5' wide **there are 2 chipped sidewalks** only a 3' grass strip and no street tree.

Lot #2 – Sidewalk is 5' wide **storm sewer lid in sidewalk needs replaced**, 3' grass strip and no street tree.

Lot #3 – Sidewalk is 5' wide and only 3' grass strip and no street tree.

Lot #4 – **Sidewalk not complete**, 3' grass strip and no street tree.

Lot #5 – Sidewalk is 5' wide with a 5' – 3' grass strip, the curb and gutter have settled, there is no street tree.

Lot #6 – Sidewalk is 4' wide, **not complete** and only a 3' grass strip and no street tree.

Lot #7 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.

Lot #8 – Sidewalk is 3' 11" wide and only a 3' grass strip and no street tree.

Lot #9 - Sidewalk is 3' 11" wide and only a 3' grass strip and no street tree.

Lot #10 – Sidewalk is 4' wide and only a 3' grass strip and no street tree.

Lot #12 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.

Lot #13 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.

Lot #15 – Sidewalk is 5' wide and only a 2'5" grass strip and no street tree.

Lot #16 – Sidewalk is 5' wide and only a 3' grass strip and no street tree.

- Lot #17 – Sidewalk is 5' wide, there are two sidewalk slabs broke, only a 3' grass strip and no tree.
- Lot #18 - Sidewalk is 5' wide the curb is damaged and only a 3' grass strip and no street tree.
- Lot #19 - Sidewalk is 5' wide, there is one sidewalk slab broke, only a 3' grass strip and no tree.
- Lot #20 - Sidewalk is 5' wide and only a 3' grass strip and there is one(1) street tree.
- Lot #21 – Sidewalk is from 5' wide to 4' wide, two slabs are broke, 3' grass strip and one (1) tree.
- Lot #22 – Sidewalk is from 4' wide to 5' wide, 3' grass strip and no tree.
- Lot #23 - Sidewalk is 5' wide and only a 3' grass strip and no street tree.
- Lot #24 - Sidewalk is 5' wide and only a 3' grass strip and no street tree.
- Lot #25 - Sidewalk is 5' wide and only a 3' grass strip and no street tree.
- Lot #26 - Sidewalk is 5' wide and only a 3' grass strip and no street tree.
- Lot #27 - Sidewalk is from 5' wide to 4' wide, 3' grass strip and no street tree.
- Lot #28 - Sidewalk is 4' wide, there is one sidewalk slab broke, only a 3' grass strip and no tree.
- Lot #29 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #30 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #31 - Sidewalk is 5' wide, lower than the curb no 2% drainage only a 3' grass strip and no tree.
- Lot #32 - Sidewalk is 5' wide, lower than the curb no 2% drainage only a 3' grass strip and no tree.
- Lot #33 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #34 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #35 - Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #36 - Sidewalk is from 4' wide to 5' wide, 3' grass strip and no tree.
- Lot #39 – Sidewalk is 4' wide, not complete and only a 3' grass strip and no street tree.
- Lot #42 – Sidewalk is 4' wide, not complete and only a 3' grass strip and no street tree.
- Lot #43 – Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #44 – Sidewalk is 4' wide and only a 3' grass strip and no street tree.
- Lot #46 – Sidewalk is 4' wide, there is one sidewalk slab broke, only a 3' grass strip and no tree.
- Lot #47 – Sidewalk is from 4' – 4'10", the grass strip is from 3' – 2'6" no street tree.
- Lot #48 – Sidewalk is 4' wide, the grass strip is from 2'4" to 3' no street tree.
- Lot #49 – Sidewalk is 4' wide, the grass strip is 2'11" no street tree.
- Lot #50 – Sidewalk is 4' wide, one slab is cracked behind inlet, the grass strip is 3' no street tree.

Lot #51 – Sidewalk is 4' wide, the grass strip is 2' – 3' no street tree.

Lot #52 - Sidewalk is 4' wide, walk is incomplete, the grass strip is 2'8" – 3' no street tree.

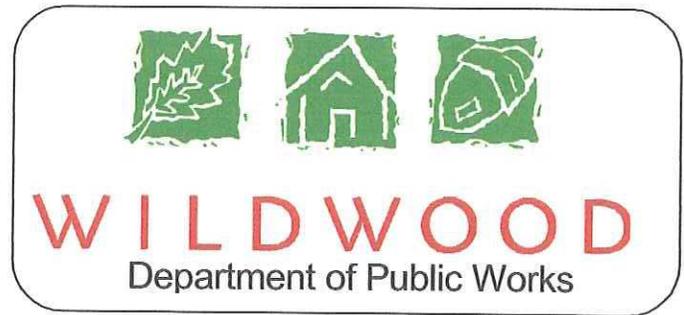
The highlighted items are areas that need replacement or completion. In addition the entire street should have a 6" concrete vertical curb and gutter with the exception of where the drive access is. There are also many areas that do need to be cracksealed.

Should you have any questions feel free to contact me at 636-405-2042. In addition it is required to call The Department of Public Works 48 hours prior to repairs so an inspector can be present.

SBH

cc: Ryan Thomas, Director of Public Works / City Engineer
Terri Gaston, Planner – Subdivision/Escrow
Carol Hanson, Great Southern Bank
File

Memo



To: Joe Vujnich, Director of Planning/Parks

From: Scott B. Hummel, Superintendent of Streets

Date: June 23, 2015

Re: Meadows of Wildwood – street & sidewalk inspection

The City of Wildwood's Department of Public Works has conducted an inspection at the above-referenced development for streets and sidewalks. Prior to final escrow release and the residents taking over their private streets, or possibly the City of Wildwood taking over maintenance, the following deficiencies need to be corrected and improvements constructed as per the approved plans.

Streets

Mill streets and place a 2" surface coat of asphalt over entire street, this major repair is due to the extended timeframe this project has been under construction.

Replace broken concrete curbs throughout the development and remove and replace curb and gutter sections where curbs are missing or not placed correctly. These areas are identified on a map that was previously created by the Departments after a recent site visit and inspection of these curbs.

Saw cut or groove a center joint at drive approaches in gutter sections when replacing curb and gutter. Fifteen feet is the maximum width.

Crackseal concrete curb and gutter joints.

Crackseal where concrete meets asphalt.

Streetlights

Two street lights were not installed on the west side of Generations Dr. near the entrance as per plans.

All street light and fixtures are to be perpendicular, globes to be cleaned, lights fully functioning and photo cell functioning and location disclosed.

Sidewalks

- Lot #1 – Remove and replace 2 chipped sidewalks
- Lot #2 – Remove and replace one chipped sidewalk
- Lot #4 – Remove and replace sidewalk slab/trip hazard
- Lot #5 – The curb and gutter have settled remove and replace
- Lot #6 – Sidewalk not complete, connect sidewalk from lot #4 to lot #6
- Lot # 7 – Remove and replace one cracked sidewalk
- Lot # 11 – Remove and replace 3 cracked sidewalks
- Lot #17 – Remove and replace two sidewalk slabs that are broke
- Lot # 19 – Remove and replace one sidewalk slab that is broke
- Lot # 21 – Remove and replace seven cracked sidewalks and a spalled approach
- Lot # 28 – Remove and replace five sidewalk slabs that are broke
- Lot # 30 – Remove and replace two spalled sidewalks
- Lot #31 – Remove and replace four sidewalks slabs that have settled
- Lot #37 – Remove and replace one sidewalk that is broke
- Lot #44 – Remove and replace two sidewalks that have settled
- Lot #46 – Remove and replace two sidewalk slabs that are broke
- Lot #50 – Remove and replace five sidewalk slabs that are broke

In addition to the aforementioned sidewalks, any sidewalk through a drive that exceeds a 2% cross slope will need to be removed and the drive approach removed and adjusted to accommodate the slope as per the plans and A.D.A. compliancy. All deficient or damaged truncated dome mats need to be replaced.

Should you have any questions feel free to contact me at 636-405-2042. In addition it is required to call The Department of Public Works **48 hours prior to repairs so an inspector can be present.**

SBH

cc: Rick Brown, P.E., P.T.O.E. Director of Public Works/City Engineer
Terri Gaston, Planner – Subdivision/Escrow
File

Meadows of Wildwood Developer Action Still Needed

Streets, Curbs, Gutters, and Sidewalks

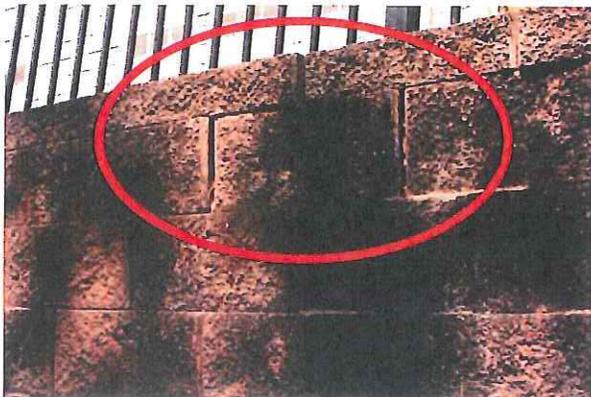
1. Mill streets and place a 2" surface coat of asphalt over all streets.
2. Replace broken concrete curbs throughout the development and remove and replace curb and gutter sections where curbs are missing or not placed correctly. These areas are identified on a map that has been created by the City of Wildwood after multiple site visits and inspections of these areas.
3. Saw cut or groove a center joint at drive approaches in gutter sections when replacing curb and gutter.
4. Crackseal concrete curb, gutter joints, and where concrete meets street asphalt.
5. Sidewalks need to be repaired to meet Wildwood specifications and requirements.

Streetlights and Other Lighting

6. All street lights and fixtures are to be perpendicular, globes are to be cleaned, and lights fully functional.
7. Make the electrical modifications necessary to put all streetlights on unique and separate circuits by themselves.

Retaining Walls

8. Secure the proper approvals from private property owners, establish, and record retaining wall maintenance easements on the west side of the property where retaining walls are on private property.
9. Lots 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 – water drains against the retaining wall. In some places the wall is bowing, the base of the wall is eroding, and the top caps are slipping of the wall due to water erosion.



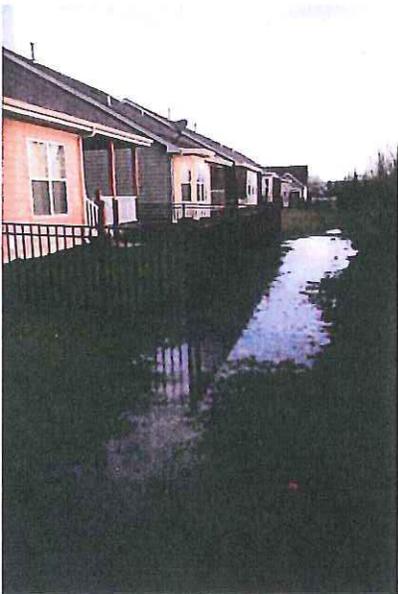
11. Lots 1 through 4 – correct drainage problems east to west due to incorrect grading (cont'd).



14. Lot 10 – Poor drainage in rear yard. Also, area around northeast window well needs to have dirt added.



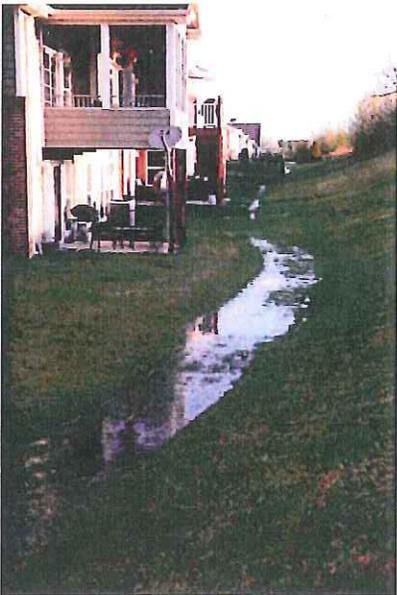
15. Lot 11 – Water pools due to lack of slope.



17. Lot 14 – Water pools, east slope into the house, patio and stair pad under water



18. Lot 15 and Lot 16 – water pools for an excessive amount of time



19. Between Lot 20 and Lot 21 – slope from lot 20 to lot 21 causes drains to lot 21 foundation



22. Lots 59, 60, 61, 63, and 64 – Drainage slopes to the bio-retention pond are not correct.



Landscaping

23. Replace all dead trees and shrubbery on common grounds to the approved landscape plan.

24. Complete landscaping of the bio-retention pond to the approved landscape plan.



Retention Pond

25. Insure that the depth and other specifications of the retention pond meet MSD requirements.