WILDWOOD

CITY COUNCIL

COUNCIL CHAMBERS

MONDAY, JANUARY 23, 2017

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

WORK SESSION AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MAYOR'S COMMENTS AND ANNOUNCEMENTS

IV. FOR INFORMATION

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

Documents:

WS - RURAL INTERNET ACCESS PROJECT UPDATE.PDF

B. Economic Development Committee

1. Economic Development Manager's Report (Wards – All)

Documents:

WS - 1-23-2017 EDC MANAGERS REPORT.PDF

C. Administration/Public Works Committee

1. Proposed Codification Update (Wards – All)

Documents:

WS - PROPOSED CODIFICATION UPDATE.PDF

2. Employee Policy On Political/Public Policy Matters (Wards – All)

Documents:

WS - EMPLOYEE POLICY ON POLITICAL AND PUBLIC POLICY MATTERS.PDF

3. St. Louis County Board Of Election Commissioners – New Services Offered (Wards – All)

Documents:

WS - ST. LOUIS COUNTY BOARD OF ELECTION COMMISSIONERS - NEW SERVICES OFFERED.PDF

4. Update To The Wildwood Town Center Sanitary Sewer Study (Ward – One)

Documents:

WS - UPDATE TO THE WILDWOOD TOWN CENTER SANITARY SEWER STUDY.PDF

5. Woods Road Bridge Replacement – Construction Contract And MoDOT Agreement (Wards – One And Six)

Documents:

WS - WOODS ROAD BRIDGE REPLACEMENT - CONSTRUCTION CONTRACT AND MODOT AGREEMENT.PDF

D. Construction Project Update (Wards – All)

Documents:

WS - CONSTRUCTION PROJECT UPDATE 1-20-2017.PDF

E. City Administrator Items

1. Casey's Bar Investigation – Summary Report (Ward – Four)

Documents:

WS - CASEYS BAR INVESTIGATION.PDF

2. Vintage Grove Escrow Update (Ward – Seven)

Documents:

WS - VINTAGE GROVE ESCROW UPDATE.PDF

V. FOR ACTION

A. City Attorney Item

1. Review Of Hearings And Appeals Procedures (Wards – All)

Documents:

B. EXECUTIVE [CLOSED] SESSION Legal Actions, Causes Of Action, Litigation Or Privileged Communications Between The City's Representatives And Its Attorneys [RSMO 610.021(1)]; Hiring, Firing, Disciplining Or Promoting Employees By A Public Governmental Body [RSMO 610.021 (3) 1994]

VI. OTHER

VII. ADJOURNMENT

WILDWOOD

January 23, 2017

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** - Three (3) of the poles, two (2) of them within the City's public right-of-way areas on Melrose Road and Fox Creek Road, and a third location on 18321 Woodland Meadows Drive – a private street, were installed the week of November 28, 2016. Installation of equipment and electrical service is to be completed shortly, around the early part of February (waiting on Ameren Missouri). The remaining location, being situated on Vixen Drive, is another private easement placement, which will require the City and the owners of the property to complete an agreement, which was provided to them the week of December 19, 2016, with their review still underway.

→ **St. Louis County Emergency Communications Commission Towers** – St. Louis County has approved the community college tower location for Bays ET's use (Bays ET is waiting for the Notice to Proceed to be issued by St. Louis County), while Wisper ISP has revised its request for the placement of equipment on the Babler State Park tower location, which is being studied by the engineering firm in Indianapolis, with an expected response from it this week (January 23, 2017). Wisper ISP's revised proposal includes a reduction in the total amount of equipment on this tower to address the loading concerns that were expressed by St. Louis County regarding its original plan, but has stated the current array is as few of the needed antenna as it can accommodate and not have its service levels and network extent suffer.

→ **Sublease Agreements with Providers for Towers** – Wisper ISP is processing the agreement for final signatures. Bays ET is completed.

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

→ **Next Rural Internet Access Committee Meeting –** The Rural Internet Access Committee (RIAC) is scheduled to meet on February 2, 2017 (a copy of the agenda for this meeting is attached).

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

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City of Wildwood

Rural Internet Access Committee (RIAC)

Agenda for the Thursday, February 2, 2017 Meeting

7:00 p.m. to 8:30 p.m.

City Hall ~ COMMUNITY ROOM
16860 Main Street, Wildwood, Missouri 63040

I. Welcome and Roll Call by Chair Kallaus

II. Approval of Minutes from the Meeting of October 6, 2016

III. Updates and Discussion of Coverage and Service Rollouts to Rural Areas by **Bays ET** and **Wisper ISP**

   a. St. Louis County Emergency Communication Commission Facilities
   b. Update on Bays ET's Network – South Half of the City
      a. Update on four (4) repeater sites
   c. Update on Wisper ISP's Network – North Half of the City
   d. Other Options for Expanded and Improved Service

IV. Discussion of Survey of Residents within Rural Internet Service Area

V. Other Items for Consideration

VI. Public Comments

VII. Closing Remarks and Adjournment

Note: The City of Wildwood will provide reasonable accommodations for persons attending Rural Internet Access Committee meetings. Requests for reasonable accommodations should be made by contacting Laura Rechtin, Deputy City Clerk at 636-458-0440 or email at laura@cityofwildwood.com at least 48 hours prior to the start of the meeting.

WILDWOOD

January 23, 2017

MEMORANDUM

To: Economic Development Committee Members

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

Re: **Economic Development Manager's Report**

CC: Mayor Bowlin and City Council Members

Items on the EDC Meeting Agenda:

1. For use in business retention meetings, Manager has provided an existing business questionnaire to the Committee for review and comment. Manager is also requesting additional input from the Committee for which businesses should be identified as higher priority for use in scheduling these meetings.

2. As part of the City's new business retention program, Manager has provided information pertaining to a new Business Appreciation Award, for the Committee's review and discussion.

3. Manager has provided information pertaining to an extension of the MSD sanitary sewer system into the Pond Historic District. Manager is requesting a recommendation to move forward with exploring the feasibility of a new NID to pay for the sanitary sewer extension.

4. An updated copy of the City's marketing brochure has been provided to the Committee for information purposes only. Comments provided by the Committee and the public have been incorporated.

5. Manager is providing a summary report from his recent attendance at the Outdoor Retailer Winter Market event and the Mississippi Valley Bike and Outdoor Expo.

6. Manager is beginning work to recruit a microbrewery to the City, and has provided information regarding upcoming events and opportunities to the Committee for review and discussion.

New Business Activity

7. Manager is in active meetings with a developer of athletic field complexes and local property owners to assist in the development of this recreational use within the Town Center.

8. City Team Members are discussing a potential tenant for the vacant office space above Benedetto's and Table Three with Koman Properties.

9. Manager is in discussions with potential tenants for existing retail vacancies in the Town Center, and retailers interested in new construction within the Town Center.

10. Manager is meeting with a group interested in developing a new building in the Westridge Office Centre.

Business Retention Meetings

11. West St. Louis County Chamber of Commerce
12. Wildwood Business Association
13. The Wildwood Hotel
14. Benedetto's on Main
15. Table Three
16. Thai Bistro
17. Clarkson Eyecare
18. TB Realty & Development
19. Sedlak Insurance (American Family)
20. St. Onge Management
21. New Community Church

Events

22. Manager attended the Outdoor Retailer Winter Market on January 9-12, 2017, in Salt Lake City.

23. Manager, City Administrator and Council Member McGowen hosted the City's exhibit booth at the Mississippi Valley Bike & Outdoor Expo on January 15, 2017, in Collinsville, IL.

24. Manager attended the West County Chamber of Commerce Holiday Party, and the Wildwood Family YMCA 15th Anniversary Party.

25. Manager will be attending the ICSC Heartland States Idea Exchange on January 25-26 at the Ritz Carlton in St. Louis.

26. SCORE St. Louis will be hosting an evening workshop at City Hall on April 25, 2017, on "How to Open and Manage a Business" to help educate small business entrepreneurs in Wildwood.

Other Updates

27. Manager performed research to compile a list of 10 comparable communities in the United States, similar to Wildwood in size, density, population, housing, income and amenities. This list will be used to identify suitable uses that each community has that Wildwood does not yet have.

28. Manager completed research regarding the amount of sales tax being collected by businesses in the Crossings Community Improvement District (CID), which is then forwarded to the CID as revenue.

29. Manager is working on compiling information, and letters of support, for the Tough Mudder proposal. Letters have already been provided by the YMCA and the Cities of Ellisville and Eureka.

30. Manager continues to work with Greenberg Development Co, Stock & Associates Engineering, the City Administrator, and the Planning Department on the regional cycling project in the Town Center.

31. Manager met with representatives of the Small Business Development Center (SBDC) and local franchise owners to increase awareness of City's goals and attract small business to the Town Center.

32. The unemployment rate for the City of Wildwood for the month of November was 2.6%, down from 3.3% in September. Unemployment for the St. Louis Metropolitan Statistical Area was 3.8% in November 2016, and the National rate was 4.7%.

I will be available for any comments or questions at the January 23, 2017 Meeting of the Economic Development Committee.

JMDJ

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MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 6, 2017

Re: Proposed Codification Update

Background:
General Code has been the City's vendor for maintaining its Municipal Code online and in printed form, and is routinely provided updates from the City Clerk as new legislation is passed by the City. However, a full, comprehensive review of the Municipal Code has not occurred since 1997, and would be particularly helpful to do in close coordination with the upcoming City Charter review.

At the September 7, 2016 Meeting of the Administration/Public Works Committee, it was recommended that the City enter into an agreement with General Code for the total sum of $14,700, to complete a full, comprehensive review of the Municipal Code, but to obtain other proposals before taking the agreement forward to the full City Council.

There are two primary vendors that provide this service for our region, General Code and MuniCode, and MuniCode has now also provided a proposal for an equivalent scope work for the total sum of $13,900, $800 less than General Code.

Recommendation:
The Administration/Public Works Committee reviewed this matter at its January 10, 2017 Meeting, and recommended that the City enter into an agreement with General Code for the total sum of $14,700.

Reasons for Recommendation (Vendor):

1. The City has been very satisfied the performance and service quality of General Code, our current vendor.
2. The General Code online user interface is already linked to the City website and is easy to navigate.
3. The cost difference is not significant enough to consider a change, considering the performance, product quality, an existing work product of General Code.

4. Although comparable rates are identified in the proposals, if the City were to change to MuniCode, it is unclear whether the actual costs for continuing support services would be more or less than that provided by General Code.

Reasons for Recommendation (Project):

1. For the identification of duplications, conflicts and inconsistencies between or within various sections of the Code and Charter.
2. For the identification of duplications, conflicts and inconsistencies with Missouri statutes.
3. For the identification of recommended code language to replace outdated provisions or to make City legislation more enforceable.

Resolution 2017-03, authorizing an agreement with General Code, has been placed on the January 23, 2017 City Council Agenda. I will be available for any comments or questions at the January 23, 2017 City Council Work Session.

RST

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MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 20, 2017

Re: Employee Policy on Political/Public Policy Matters

Background

Currently, the City Charter, City Code and Handbook of Personnel Policies and Procedures all have provisions prohibiting employees from participating in certain political matters as follows:

City Charter Section 11.3 – Political Activity

No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. All employees may exercise their rights as private citizens to express opinions and, if registered qualified voters in Wildwood, to vote in any City election. Political affiliation, participation or contribution shall not be considered in making any City employment decision. No City officer, board member, Council member, commission member or employee shall use official authority or official influence for the purpose of interfering with or affecting the result of an election to City office. No City officer, board member, Council member, commission member or employee shall directly or indirectly coerce, attempt to coerce, command, advise or solicit a City employee to pay, lend, or contribute anything of value to a committee, organization, agency or person for the political or electoral purposes of any candidate for City office.

City Code Section 115.170 – Municipal Political Activity Prohibited (City Administrator)

The City Administrator shall not use official authority or influence for the purpose of interfering with any election. While retaining the right to vote as he/she pleases, he/she shall take no active part in any political campaign or lend support to or oppose the candidacy of any person seeking elective office in the City of Wildwood.

Handbook of Personnel Policies and Procedures Section 4.4 – Political Activities

a. City employees may exercise their rights as private citizens to express opinions and, if qualified, to vote in all elections.

b. No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. In addition, City employees are also prohibited from soliciting, selling, or handling any political contributions, or from displaying any political badges, buttons, or signs related to any political election or issue on their persons while on City business or property.

c. While political bumper stickers and posters may be displayed on private vehicles parked in employee areas, such material, pamphlets and buttons may not be displayed on City vehicles or City property.

As you will note, the current provisions in the City Charter, City Code and Handbook of Personnel Policies and Procedures are very specific to prohibiting involvement in the political campaign of candidates for City office, and do not specifically prohibit involvement in general matters of a political nature. In surveying other areas municipalities, their respective codes or policies have very similar language.

At its January 10, 2017 Meeting, the Administration/Public Works Committee reviewed whether to incorporate additional language into the attached Employee Conduct Chapter of the Handbook of Personnel Policies and Procedures or another policy document, which would expand and/or better define prohibited employee conduct related to political or public policy matters.

The Committee did not recommend taking any action at this time, but suggested that the City Administrator cover the topic in an annual employee meeting, along with other topics of importance for employees to review annually.

RST

Chapter 4

EMPLOYEE CONDUCT

Article I. **Conduct on the Job**
Article II. **Anti-Discrimination and Anti-Harassment Policies**
Article III. **Use of Equipment/City Property**
Article IV. **Drug and Alcohol Requirements**

ARTICLE I. CONDUCT ON THE JOB

Section 4.1 Code of Ethics

As an employee of the City, the safety and welfare of the citizens of the community is central to your mission. All employees are expected to uphold the highest standards of conduct, representing the City in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment as determined by their position and supervisor. Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, employees must avoid engaging in: activities which create or imply a conflict of interest; activities which create or imply an appearance of impropriety; dishonesty; unauthorized use of City funds or property; inappropriate use of influence relative to their position; or other improprieties of a similar nature.

Violations of this policy may be grounds for disciplinary action, up to and including termination.

A. Standards of Conduct

1. No city employee who seeks appointment or promotion to any City position shall, directly or indirectly, give anything of value to any person to secure such employment.

2. City employees shall not grant special consideration, treatment or advantage to any person beyond that which is available to every other person.

3. City employees shall cooperate fully in any criminal or administrative investigation, unless to do so would violate a constitutional right.

4. City employees shall use good judgment in releasing information, and whenever there is any doubt about confidentiality, shall submit the request for information to the City Administrator for a response. In general, matters pertaining to personnel and litigation are not public information.

B. Conflicts of Interest

1. No employee shall accept or be influenced in their duties by an offer of any payment, gift or favor from any source other than their regular compensation from the City. It is particularly important that employees refrain from accepting gifts where it might be construed as evidence of favoritism or unfair advantage relative to any supplier or vendor. These limitations are not intended to prohibit the acceptance of:

   a. small gifts of no significant value, such as pens, pencils, note pads and other items which can be used in the performance of work duties, and

   b. non-alcoholic consumable articles such as food, of no significant value, that can be shared equally on the City premises by all employees.

2. No employee shall engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties.

3. City employees who have a financial or other private interest in any proposed City legislation shall immediately disclose the nature and extent of such an interest to the City Administrator.

4. No employee shall use, or permit the use of, City property or equipment for any purpose except the conduct of City business unless given express permission by their Department Head with the approval of the City Administrator, or the City Administrator.

5. No employee shall engage in any private business or activity while on duty. No employee shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible with or creates a conflict of interest with their official duties, creates the appearance of impropriety, or interferes with their work performance as a City employee.

6. No employee shall accept outside employment without first notifying in writing the City Administrator. Each change in outside employment requires a separate notification. This is necessary to avoid any potential conflict of interest.

C. Endorsements and Referrals

1. Employees of the City are often in positions of influence and are asked for referrals to recommend products and services. While employees may discuss names of the City's suppliers, employees shall provide only objective information regarding suppliers: the name of the supplier; the service, work or items provided; and the dates on which the service or work occurred.

2. No products or services shall be commercially endorsed by the City or any employee serving in their official capacity. This prohibition extends to testimonials or advertisements that use the individual's name, official title, likeness, or any other characteristic identifying them as an employee of the City.

Section 4.2 Work Rules

The orderly and efficient operation of the City government requires that employees adhere to uniform work rules and high personal standards of conduct at all times. Any employee who fails to maintain proper standards of conduct or who violates any of the following work rules will be subjected to disciplinary action, up to and including termination.

The conduct listed below is illustrative and intended to provide employees with examples of prohibited conduct. Subsections A and B are by no means exhaustive lists of the obligations of City employees.

A. The following is a list of work rules applicable to all employees.

1. Employees must be at their appointed work place on time and actively work for the duration of their work schedule.

2. When employees are unable to report for work due to illness or other justifiable cause, they must report their absence to the City Administrator and/or the Department Head as soon as possible in advance of or at the beginning of their work shift. In the absence of directly notifying the Department Head and/or City Administrator, the employee shall make every effort to personally notify the receptionist.

3. Where applicable, employees must wear and make use of prescribed safety equipment.

4. Employees must immediately report any on-the-job injury or accident to their supervisor.

5. Basic tact and courtesy toward the public and employees.

6. Adherence to policies, procedures, safety rules, and safe work practices.

7. Compliance with directions from supervisors.

8. Preserving and protecting City equipment and facilities.

B. The acts listed below are examples of prohibited employee conduct:

1. Having intoxicants, narcotics, illegal drugs, or alcohol in an employee's system or possessing or consuming intoxicants, narcotics, illegal drugs or alcohol during the work day, including lunch periods and other breaks (with the exception of the

consumption of alcohol at a City-sponsored function to which the employee has specifically been invited).

2. Stealing or negligently damaging property belonging to others.

3. Unauthorized use of City equipment or facilities for purposes other than City business.

4. Conducting illegal or improper acts on or off City premises that affect the employee's relationship to their job, fellow employees, or supervisors, or adversely affect the City's services, property, or reputation in the community.

5. Interfering with the performance of other employees' jobs or engaging in any interruption of work.

6. Neglecting one's own job duties and responsibilities, or refusing to perform work assigned.

7. Bringing firearms onto City property.

8. Falsifying any reports or records, including, without limitation, personnel, time cards, absence, accident, Workers' Compensation, and production reports and records.

9. Violating any safety rule or practice, or engaging in any conduct which tends to create a safety hazard.

10. Removing from the premises, without proper written authorization, records, City property, or other materials.

11. Behaving violently or abusively.

12. Leaving the scene of an accident in which the employee, while on duty, is involved or is a witness.

13. Improper use of the City's electronic and telephone communications systems or the Internet.

14. Engaging in harassing behavior or acting in any fashion that violates the City's anti-harassment policies.

15. Misrepresentation of information in connection with any absence from work or application for an employment benefit.

16. Failure to maintain the confidentiality of City records, under the Missouri Sunshine Law, Chapter 610, RSMo. Any questions regarding the confidentiality of a record shall be referred to an appropriate official; e.g., City Clerk or City Attorney.

17. Any act of dishonesty or any act that causes the City to be unable to invest trust or confidence in any employee.

18. Insubordination or other disrespectful conduct, including, but not limited to, refusal to obey a direct order or instruction from a supervisor, failure to perform job duties, verbal abuse, or exhibiting a derogatory attitude toward a supervisor.

19. Improper, careless, negligent, reckless, destructive or unsafe use or operation of City equipment (including any City vehicles).

20. Any conduct or behavior that violates the City's Code of Ethics policy.

21. Excessive, unexcused, or unexplained tardiness and/or absenteeism or any unauthorized leave; failure to advise of an absence or tardiness in advance, if anticipated, or failure to notify promptly if not anticipated.

22. Administering City programs in any fashion contrary to the City's EEO Policy Statement (See Article IV, Section 2.6).

Section 4.3 Outside Employment

A. Employees of the City may hold an outside job. However, employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict in the City's opinion, with the best interest of the City or interfere with the employee's ability to perform their assigned job. Examples include, but are not limited to, outside employment that:

1. prevents the employee from being available for work beyond normal working hours, such as during emergencies or peak work periods, when such availability is a regular part of the employee's job;

2. is conducted during the employee's work hours;

3. utilizes the City's telephone, computers, supplies or any other resources, facilities or equipment;

4. involves employment with a firm that has contracts with or does business with the City; and/or

5. may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.

B. An employee who chooses to have an additional job, contractual commitment, or self-employment may do so after providing written notification to the City Administrator before accepting such employment. Such notification should provide sufficient information to explain how the job relates to their City employment. Employees may engage and continue to engage in such outside employment so long as it does not violate one of the above provisions or adversely affect the performance of the employee's City

job. The City Administrator may require the employee to take whatever action is deemed necessary to eliminate further interference. In addition, depending on the situation, the employee may be subject to disciplinary action, up to and including termination.

C. Any injury or illness sustained in the course of outside employment will not be covered by the City's Workers' Compensation policy. It will be the judgment of the City's third party administrator for Workers' Compensation whether such injury or illness will be covered by the City's policy or referred to the outside employer as a Workers' Compensation case.

Section 4.4 Political Activities

A. City employees may exercise their rights as private citizens to express opinions and, if qualified, to vote in all elections.

B. No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. In addition, City employees are also prohibited from soliciting, selling, or handling any political contributions, or from displaying any political badges, buttons, or signs related to any political election or issue on their persons while on City business or property.

C. While political bumper stickers and posters may be displayed on private vehicles parked in employee areas, such material, pamphlets and buttons may not be displayed on City vehicles or City property.

Section 4.5 Solicitation

A. Employees are prohibited from distributing literature and/or soliciting for any for-profit purpose during work hours (including break and meal periods) on City premises. Department Heads may grant their employees permission to distribute literature and/or solicit contributions for charitable organizations/purposes if the action is deemed positive to employee morale and if the action does not interfere with employee work time.

B. Persons who are not employees of the City of Wildwood are prohibited from distributing literature and/or soliciting City employees or others on City premises during employee work hours without prior consent of the City Administrator at his/her sole discretion. In general, consent will only be granted for activities deemed to be conducted in connection with City business.

Section 4.6 Appearance (Dress Code)

A. Employees of the City of Wildwood are required to present a neat and professional appearance. This applies, in general, not only to day-to-day business activity, but also to relations with others outside the immediate workplace in business contexts. Employees are expected to exercise mature discretion in appearance, dress, and demeanor.

B. Appropriate attire depends to some extent on the nature of an individual's job and job duties. Therefore, it is not possible to list every article of clothing that is either appropriate or inappropriate. Questions as to the appropriateness of apparel or appearance should be directed to the employee's Department Head and/or the City Administrator.

C. The City of Wildwood reserves the right to determine if an employee's attire is not in keeping with this policy, and if so, the employee may be asked to return home to change to proper attire. If the employee does not correct the situation, or if violations recur, disciplinary action, up to and including termination, may be taken.

Section 4.7 Smoking Policy

It is the policy of the City to enforce local ordinances and state laws that restrict smoking in public places to posted, designated smoking areas. For health and safety considerations, the City prohibits smoking by employees in all facilities, including City-owned buildings, vehicles and offices or other facilities rented or leased by the City, including individual employee offices.

ARTICLE II. ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICIES

Section 4.8 Policy Against Disability Discrimination

The City of Wildwood does not discriminate against qualified persons who have a disability. The City will provide reasonable accommodation when possible to qualified persons with disabilities to enable them to perform the essential functions of the job, in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable laws, provided the accommodation does not cause undue hardship. If an employee believes an accommodation is needed for a disability or to enable them to perform their job, it is their responsibility to notify their supervisor of their medical condition and of the needed accommodation in order to determine an appropriate resolution.

No employment action will be taken against an employee who has a disability and requests accommodation. No reprisals will result from an employee's request for accommodation.

Section 4.9 Policy Against Sexual, Racial, and Other Forms of Harassment

All City employees are expected to treat others with dignity and respect. The City does not tolerate harassment of job applicants, employees, vendors, citizens, or anyone else.

Policy Against Harassment:

Any form of harassment related to an employee's race, color, sex (same sex or opposite sex), gender, pregnancy, religion, national origin, ancestry, age, citizenship status, physical or mental disability, veteran status, or any other basis protected by federal, state, or local laws, will not be tolerated and is a violation of this policy that will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to slurs, jokes, or other verbal, graphic, or physical conduct. Harassment includes making submission to or rejection of such conduct the basis of any employment-related decision or action, and includes creating an intimidating, hostile, or offensive working environment by such conduct.

Policy Against Sexual Harassment:

Sexual harassment of any form or nature will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and any other verbal and physical conduct of a sexual nature may constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or actions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. The person being harassed, as well as the harasser, may be a woman or a man, or both may be of the same sex.

Examples of sexual harassment may include:

- Verbal harassment, including sexual remarks and sexually derogatory comments or slurs.
- Visual harassment, including sexually derogatory posters, cartoons, drawings, etc.
- Physical interference with normal work or movement.
- Unwelcome sexual touching or advances.

Violation of these policies by any employee shall subject him or her to disciplinary action, up to and including termination.

Employee Responsibility:

Each employee is responsible for assisting in the prevention of harassment in the following ways:

1. Refrain from participating in or encouraging actions that could be perceived as harassment.
2. Report acts of harassment to a supervisor.
3. Encourage any employee who confides that he/she is being harassed or discriminated against to report these acts to a supervisor.

Failure by any employee to carry out the above responsibilities will be considered in any performance evaluation or promotional decision, and may be grounds for discipline.

Procedures for Reporting Harassment:

Any employee encountering harassment based upon your race, color, sex (same sex or opposite sex), gender, pregnancy, religion, national origin, age, citizenship status, physical or mental disability, veteran status, or any other basis protected by federal, state, or local laws, is encouraged to inform the person that his/her actions are unwelcome and offensive. The employee is encouraged to document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he/she is being harassed shall report the incident(s) as soon as possible to his/her supervisor so that steps may be taken to protect the employee from further harassment so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead file a complaint with the City Administrator, or if the complaint involved the City Administrator, the Ma

The following process will be undertaken to insure the matter is investigated and, where appropriate disciplinary action, up to and including termination, will be taken. The

supervisor or other person to whom the complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the dates on which it occurred. The employee taking the complaint shall promptly submit to the city Administrator a confidential memorandum documenting the complaint.

The City Administrator or his/her designee shall be responsible for investigating any complaint alleging harassment or discrimination. The City Administrator or his/her designee shall immediately notify the local prosecutor if the complaint contains evidence of any criminal activity, such as assault, attempted rape or rape. The City Administrator or his/her designee shall reach a determination as to whether the person is harassing other employees and whether other employees participated in or encouraged the harassment. The City Administrator or his/her designee shall inform the parties involved of the outcome of the investigation. A file of any harassment and discrimination complaints shall be maintained in a restricted file, in a secure location.

Do not assume that the City is aware of the harassment. It is your responsibility to report incidents you know about, even if they involved people other than yourself.

This policy applies not only to actions between supervisors and subordinates, but also to action between co-workers. Harassment of City employees, in connection with their work, by non-employees also may violate this policy. Anyone who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her immediate supervisor or the city Administrator or his/her designee. Appropriate action will be taken with respect to violation of this policy by any non-employee.

These procedures do not preclude any employee from filing a complaint or grievance with the Missouri Human Rights commission.

Non-Retaliation Policy:

Employees who bring complaints under these harassment policies or who assist in any investigation will not be adversely affected in the terms and conditions of their employment. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this procedure established for harassment and discrimination complaints. Monitoring to ensure that retaliation does not occur is the responsibility of the City Administrator or his/her designee.

ARTICLE III. USE OF EQUIPMENT/CITY PROPERTY

Section 4.10 Use of Vehicles on City Business

All employees who operate vehicles on City business must adhere to the following regulations.

A. All employees who operate vehicles on City business must have a valid driver's license that entitles them to drive the class of vehicle they are assigned to operate and when using a private vehicle for City business must provide the City Administrator or his/her designee with proof of liability insurance. The City shall retain a copy of the employee's current valid driver's license at all times. Employees are responsible for knowing all state and local motor vehicle laws, including the latest amendments. This includes having a valid driver's license in the employee's possession and wearing seat belts at all times.

B. Employees are responsible for paying fines for traffic violations they incur arising from the operation of a vehicle on City business. The City will not reimburse employees for such fines.

C. Employees are responsible for immediately notifying the City Administrator and/or their Department Head of any damage to their personal vehicle while operating the vehicle on City business.

D. Employees who drive City vehicles must immediately report to their supervisors any on-duty motor vehicle accident or any on- or off-duty driving under the influence conviction or driver's license suspension by the next regular work day of when such conviction, suspension, or violation occurred.

E. Employees who drive as an essential function of their position may be subject to discipline, up to and including termination, when the occurrence of any event adversely affects the ability of the employee to perform the duties of his/her position.

F. City owned-vehicles provided for the use by City employees are to be used for City business purposes only.

G. The use of City-owned vehicles is limited to employees of the City of Wildwood, and employees of the St. Louis County Police Department when so authorized, only. Persons who are not employees of the City of Wildwood or St. Louis County Police Department, including general members of the public, employee family members or friends, are prohibited from driving or operating City-owned vehicles at any time.

H. The City Administrator or Department Head may occasionally permit an employee to drive a City-owned vehicle home at night or on weekends for special circumstances such as availability to respond to work related emergencies or off-duty call-out. Such personal use of City vehicles is to be authorized in advance in writing by the City Administrator or Department Head.

I. City employees are not allowed to drive a vehicle on City business while talking on a cellular phone or texting. While operating a vehicle on City business, City employees are to make or complete cellular phone calls or text messages while the vehicle is parked. When a cellular call or text message is received by City employees while driving, they are to pull over to the side of the road when it is safe to do so before completing the call or text message.

J. Violations of these policies may result in disciplinary action up to and including termination.

Section 4.11 Monitoring Use of City Communication Equipment

All electronic and telephone communications systems and all communications and information sent through, received or stored in these systems, are the property of the City and are provided to employees to be used for job-related purposes. The use of voice-mail or electronic mail (e-mail) to communicate obscene, harassing, or otherwise offensive language or communications is prohibited. The City retains the right to monitor all of its electronic and telephone communications systems at its discretion, including, without limitation, listening to voice-mail messages, and reading and/or printing e-mail messages stored in the systems. Internet usage through the City's computer system will also be monitored. By using these systems, employees consent to such monitoring by the City and acknowledge that they have no reasonable expectation of privacy in these systems.

Section 4.12 Personal Use of City Provided Telephones

A. Employees may make reasonable, limited use of the City's telephones for personal calls. Personal calls should not interfere with official duties. Excessive use of the City's telephones may subject an employee to disciplinary action, up to and including termination.

B. The City must be fully reimbursed by employees for the costs of any personal calls (for example, long-distance or cellular telephone charges) made on City equipment, unless the calls are charged to a home telephone number or personal calling card, or placed collect.

Section 4.13 Electronic Mail Usage

A. The electronic mail (e-mail) system of the City of Wildwood provides a timely and effective business communication tool for employees, affiliates and contractors of the City. All users of the system should use generally accepted standards of business conversation in e-mail messages, and exercise good judgment in both the types of messages created and in the tone and content of the messages.

B. In accordance with State law, messages created on the system have the same classification and are accessible to the public as though they were written memorandums. Subject to limited exceptions, the Missouri Statutes, Sections 109.080, 109.090 and 610.010 et seq., provide that state, county and municipal government records "regardless

of physical form or characteristics," must, if retained, be made available for personal inspection by any citizen of Missouri.

C. The e-mail system is a communication tool to be used for business purposes of the City. Occasionally, it will be used for quasi-business announcements or personal messages. Employees need to be aware that it is not a private messaging service. E-mail messages and internet usage must be able to withstand public scrutiny without causing harm to or otherwise affecting negatively the City of Wildwood, its officials, its constituents, or its employees if messages are forwarded beyond the recipients.

D. The City of Wildwood will not tolerate the following unauthorized uses of e-mail, including:

1. Illegal activities.
2. Wagering, betting or selling chances.
3. Harassment.
4. Solicitation, except for City-sanctioned activities.
5. Commercial activities.
6. Unethical activities.
7. Viewing or sending obscene, profane, or offensive materials.
8. Activities that violate other City policies and procedures.

E. Each employee is responsible for adhering to these policies and procedures and for reporting any known or suspected unauthorized use of e-mail to the City Administrator. Violations of this policy may result in disciplinary action, up to and including termination.

Section 4.14 Personal Computer Hardware and Software Usage

A. All City of Wildwood employees who use computer software on their jobs have a responsibility to ensure that no unauthorized copies of software are created or used. This includes taking unauthorized software copies for home use or providing them to others. Copying software without permission is unethical and illegal.

B. Each employee who uses personal computer software is responsible for:

1. using only software provided or authorized by the City Administrator on personal computers provided by the City;

2. obtaining authorization from the City Administrator before duplicating any software programs;

3. safeguarding from unauthorized use copies of software provided by the City of Wildwood;

4. preventing contamination of City-owned computers by computer viruses;

5. not downloading or using material from the Internet or elsewhere in violation of software licenses or copyright, trademark, and patent laws; and

6. using the computer system only for official business; it is not intended for uses that by nature are personal, commercial, private promotion, or solicitations.

C. Reports of use of unauthorized computer software or the copying of same, or other actions which endanger the integrity of the City's computer system, must be reported to the City Administrator.

D. No employee may use personal computers for any unethical or illegal purposes. Using personal computers to store, maintain, or view obscene, profane, or offensive materials is prohibited.

E. Violations of this policy may subject the employee to disciplinary action, up to and including termination, and may subject the City employee to criminal or civil sanctions under the Copyright Laws of the United States.

ARTICLE IV. DRUG AND ALCOHOL REQUIREMENTS

Section 4.15 Substance Abuse Policy

The City has a responsibility to its employees, as well as to the general public, to provide a safe, healthy and productive workplace. For these reasons, the City is committed to protecting its employees from the hazards caused by drug and alcohol abuse.

The use, possession, sale, offer to sell, transfer, offering, or furnishing of illegal drugs or alcohol, or the possession of implements or paraphernalia for illegal drug use, on City premises or during the employee's working hours is prohibited. Off-duty and off-premises alcohol use, or use of illegal drugs, is prohibited where such use results in unsatisfactory job performance or conduct that adversely affects the City.

The City is committed to supporting employees who undergo treatment and rehabilitation for alcohol or other chemical dependency. Employees who voluntarily report an alcohol, drug, or controlled substance dependency will not be subject to retaliation or discrimination. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. The City may continue employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs, and/or other controlled substances.

An employee may be required to submit to alcohol, drug, or controlled substance testing (See Attachment B – Drug and Alcohol Testing) when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance us, or in the cases where employment has been conditioned upon remaining alcohol, drug, or controlled substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, up to and including termination.

Employees using any prescription or over-the-counter drugs that might impair their work performance should notify their Department Head. At the option of the Department Head, an employee may be reassigned to less hazardous duty or be place on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination.

WILDWOOD®

MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 20, 2017

Re: St. Louis County Board of Election Commissioners – New Services Offered

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Background

The past fall, it was brought to my attention that the St. Louis County Board of Election Commissioners was now offering a free service to municipalities to manage the candidate filing process and requirements for municipal elections. In order for the County to manage this function, it would require a cooperation agreement adopted by City Ordinance (sample attached). In this first election cycle that this new program is being offered, only the cities of Bel-Ridge, Crystal Lake Park and Oakland have chosen to participate. With candidate filing already underway, the next opportunity for Wildwood to consider such an arrangement would be with the April 2018 municipal election.

Recommendation

The Administration/Public Works Committee reviewed this new offering at its January 10, 2017 Meeting, and recommended that the City continue to conduct its own candidate filing for municipal elections.

Reasons for Recommendation

1. The Wildwood Office of City Clerk has been able to effectively conduct the candidate filing process in past elections.
2. Candidates would likely appreciate a local contact to help them through process.
3. Candidate filing through the County would be less convenient at their Maplewood location.

I will be available for any comments or questions at the January 23, 2017 City Council Work Session.

RST

COOPERATION AGREEMENT
BETWEEN THE ST. LOUIS COUNTY BOARD OF ELECTION COMMISSIONERS
AND _____

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__ between the St. Louis County Board of Election Commissioners (the "BOARD"), a public entity established and existing pursuant to Section 115.017 RMSo, and _____, a Local Government Entity ("ENTITY") established pursuant to the statutes of the State of Missouri.

WHEREAS, the BOARD and the ENTITY wish to enter into a Cooperation Agreement to allow the ENTITY to transfer certain responsibilities relating to candidate filings in elections.

NOW WHEREFORE, the parties hereby agree as follows:

1. **OBLIGATIONS OF THE ENTITY**: In order to effectuate this agreement, the ENTITY will do the following:

a. Pass a resolution or ordinance authorized by all parties necessary to create a binding obligation of the ENTITY which requests and authorizes the BOARD to process candidate filings beginning with the _____ election and ending with the _____ election.

b. Execute this AGREEMENT by and through its authorized representatives at least three (3) weeks prior to the first day of candidate filings in the _____ election.

c. Reimburse the BOARD for the cost of publication as provided in Section 2.0 below. Publication expenses will be billed to the ENTITY pursuant to Section 115.065.1 RSMo.

2. **OBLIGATIONS OF THE BOARD**: The BOARD will cause notice of all elections pursuant to Section 115.127.5 RSMo. The ENTITY may designate which publications to be used by the BOARD at the time of execution of this agreement. Failure to so designate will permit the BOARD to choose the publications to be used.

3. Filing Deadlines: The BOARD will accept filings pursuant to state law and will define the filing period and hours of filing pursuant to the election laws.

4. Final Ballot: At the close of filing, the BOARD will provide a list of declared candidates and their ballot order as determined by lottery to the municipal clerk, secretary or other official designated to receive such information. At that point, the responsible official is required to prepare and to file the certificate of election pursuant to the statutory deadlines provided by Missouri law.

NOW WHEREFORE, the parties agree to and adopt the terms of this COOPERATION AGREEMENT between the ST. LOUIS COUNTY BOARD OF ELECTION COMMISSIONERS and the ENTITY. The ENTITY warrants and declares that the persons signing on its behalf have been duly authorized by the legislative body of the ENTITY and conforms to the ordinances of the ENTITY.

ST. LOUIS COUNTY BOARD
OF ELECTION COMMISSIONERS

ENTITY: _____

BY: _____
Director of Elections

_____
Official

Attest: _____
Title

DATE: _____

_____

WILDWOOD

MEMORANDUM

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

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

Date: January 20, 2017

Re: Consultant Selection for Town Center Sanitary Sewer Study

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Background

In January of 2003, the City of Wildwood completed a study of sanitary sewer service for the Town Center area. The 2003 study evaluated existing sanitary sewer capacity and provided the basis for MSD to expand sanitary sewer service and annex new properties for service within the Town Center, including St. Louis Community College and Pond Elementary School.

Subsequent to the 2003 study, the City updated and revised the zoning regulations governing the Town Center area. Unfortunately, these land use zoning changes have resulted in MSD questioning the validity of the 2003 study. As a result, MSD is recommending that the City complete an update to the 2003 study which will consider the impact of the land use changes, as well as evaluate the feasibility of providing additional sanitary sewer service along Manchester Road to the west of Pond Elementary School. Therefore, the Department of Public Works, in conjunction with the Department of Planning, and MSD requested that Statements of Qualifications be submitted to the City by consulting engineering firms interested in completing the update to the study. A total of sixteen (16) firms submitted their qualifications for consideration. Director of Public Works Rick Brown, Assistant City Engineer Mike Hartwig, and Director of Planning and Parks Joe Vujnich completed a review and evaluation of all the qualifications received. Based on that evaluation, we have selected the firm we feel is most qualified to complete the study.

Recommendation

It is recommended that the City enter into an engineering contract to update the 2003 Town Center Sanitary Sewer Study with Donohue & Associates, Inc. for the not to exceed amount of $20,000.

Reasons for Recommendation

1. Donohue & Associates demonstrated significant experience completing similar projects for MSD.
2. Donohue demonstrated a good understanding of the project through their Statement of Qualifications.
3. Donahue's fee to complete the study is within the budget established for the project.

At its January 10th, 2017 meeting, the Admin/Public Works Committee recommended selecting Donohue & Associates to complete the study update. Therefore, the Department is requesting the City Council's approval of Resolution 2017-04, which will authorize the Mayor to enter into an agreement with Donohue & Associates, Inc. to complete the study for the not to exceed amount of $20,000.

I will be available for any questions or comments at the January 23, 2017 work session of the City Council.

RCB

RESOLUTION #2017-04

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC., TO COMPLETE AN UPDATE TO THE 2003 WILDWOOD TOWN CENTER SANITARY SEWER STUDY WITHIN THE CITY OF WILDWOOD.

WHEREAS, the Capital Improvements Sales Tax Fund of the 2017 Wildwood Municipal budget includes a project to complete an engineering update to the Town Center Sanitary Sewer Study that was last completed in 2003; and

WHEREAS, the City of Wildwood updated their Land Use Plan in 2013 for the Town Center area and based on the recommended changes and the potential addition of non-sewered areas on the western side of Town Center, the Metropolitan St. Louis Sewer District (MSD) has requested the City update the Caulks Creek sanitary sewer model and update the Wildwood Town Center Sanitary Sewer Study completed in 2003; and

WHEREAS, the completion of the study will allow the City of Wildwood to determine whether the full build-out of the town center will require upgrades to the existing sanitary sewer system and whether additional properties on the western side of Town Center could potentially be annexed for service by MSD; and

WHEREAS, the Administrative / Public Works Committee recommended that the City of Wildwood proceed with the update to the Town Center Sanitary Sewer update;

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

Section One. That the form, terms, and provisions of the Agreement with Donohue & Associates,Inc., for the update to the Town Center Sanitary Sewer Study, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, 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 resolution.

Section Two. The total aggregate costs, expenses and liability of the City under the Agreement authorized herein with Donohue & Associates, Inc. shall not exceed the amount of $20,000.00.

Section Three
This Resolution shall be effective upon passage and approval.

PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD THIS _____ _____ DAY OF _____, 2017.

_____
JAMES R. BOWLIN, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: _____ DATE: _____

THIS 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 Donohue & Associates, Inc., hereinafter referred to as "Consultant", with a business address of: 1415 Elbridge Payne Road, Suite 165, Chesterfield, MO 63017.

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

I. SCOPE OF SERVICES

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

Complete an update to the 2003 Wildwood Town Center Sanitary Sewer study in accordance with Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Twenty Thousand dollars ($ 20,000), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before March 1, 2017, shall be completed on or before August 3, 2017, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable. The schedule includes 40 business day for reviews of project deliverables by MSD or the City of Wildwood. If actual review time exceeds the amount estimated, the schedule will be extended by accordingly.

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

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

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4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts

specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly

authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

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

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

Attachment B

Donohue & Associates, Inc.
1415 Elbridge Payne Road, Suite 165 | Chesterfield, MO 63017
636.536.7042 | donohue-associates.com

January 11, 2017

Mr. Rick C. Brown, PE, PTOE
City of Wildwood
Director of Public Works / City Engineer
16860 Main Street
Wildwood, MO 63040

Re: Wildwood Town Center Sanitary Sewer Modeling Update (Revision 2)

Dear Mr. Brown:

Donohue & Associates, Inc. (Donohue) are honored for being selected and pleased to present this Scope of Work (SOW) and Fee Proposal for the Wildwood Town Center Sanitary Sewer HYDRA Model Update.

PROJECT APPROACH

Project Background

The City of Wildwood recently updated their Land Use plan in 2013. Based on the recommended changes and the potential addition of non-sewered areas on the western side of Town Center, the Metropolitan Sewer District has requested the City update the Caulks Creek sanitary sewer model and update the Wildwood Town Center Sanitary Sewer Study completed in 2003.

Donohue & Associates has developed a project approach that addresses the following key elements:

- A thorough update of the existing HYDRA model to minimize review process including the changes in land use based on the 2012 (or 13, see above) revision and the additional Pond District parcels to be sewered
- Accurate dry and wet weather calibration of the Hydra Model to ensure the validity of the model based on recent flowmeter data downstream of the Town Center system
- Open communication with the City of Wildwood staff regarding model development, calibration, and, most importantly, alternatives development and analysis.
- Development of alternatives that minimize impacts on the existing sewer system and provides the required capacity for the proposed changes and has the ability to sewer the Pond Historic District and surrounding non-sewered parcels on the western side of Town Center which were identified in the Request for Proposal.

Hydra Model Update

Donohue will update the existing Caulks Creek HYDRA sanitary sewer model per the requirements in the MSD Modeling Standards and Guidelines and Data Analysis & Hydra Modeling Procedures manual. The resultant model will be capable of accurately predicting dry weather base sanitary flow and wet season I/I to within an average of +/- 10 percent of measured peak flows and volumes, while also matching the shape of the dry and wet weather hydrographs. This model then will be used to analyze the proposed land use changes as well as the additional served areas.

Collection System

The existing sanitary sewer Collection System (SY) layer will need to be extended to include new sewers constructed in the study area since the previous update of the Caulks Creek Model. A review of as-built drawings will be conducted for all sewer projects that are not reflected in the most recent version of

MSD's sewer mapping and are constructed within the portion of the watershed which could be impacted by the addition of flow from the Wildwood Town Center annexation. Donohue will search MSD records for any new SSOs in this area, but there are no extensions due to new SSOs are anticipated since this is a recently developed area. In addition, the extension of the modeled sewers into the appropriate radar rainfall pixel areas for the annexed area will be required. This effort is a relatively new requirement in the modeling standards and is necessary so that the appropriate radar rainfall data is applied to the new service areas created for the Wildwood Town Center annexation. MSD uses radar rainfall data to generate storm files which impose rainfall on the model to produce I/I.

Donohue will properly document the data sources used to acquire elevation data, pipe sizes, pipe types, etc., for sewers added to the Collection System layer as required by MSD guidelines. This will assist MSD in their review of the model so the project can proceed in a timely manner.

Base Flow Estimates

"Base flow" is made up of sanitary wastewater and dry weather infiltration. Base flow is generated and injected into the sewers in the HYDRA model using Sanitary Service (SE) areas and the population and land use information stored in the Land Use (LU layer) within these areas. The Land Use layer will be updated based on the 2016 changes to the City's Master Plan. Donohue will review the Sanitary Service layer areas in the existing Caulks Creek Model and compare these areas to the existing sewers in the Wildwood area and make any revisions/additions to the SE layer as appropriate for the model year. The existing conditions model will use the land use layer for population estimates, per capita rates, and diurnal patterns This information will be intersected with the SE layer to generate sanitary flows.

The addition of the Wildwood Town Center area will require the delineation of additional SE areas to cover this new sewer area. These SE areas would be created as their own SE layer with population estimates, per capita rates, and diurnal patterns stored in this layer directly rather than in the LU layer that was used for the existing conditions model. The final procedure for base flow estimates will be discussed during the kick off meeting with the City and MSD.

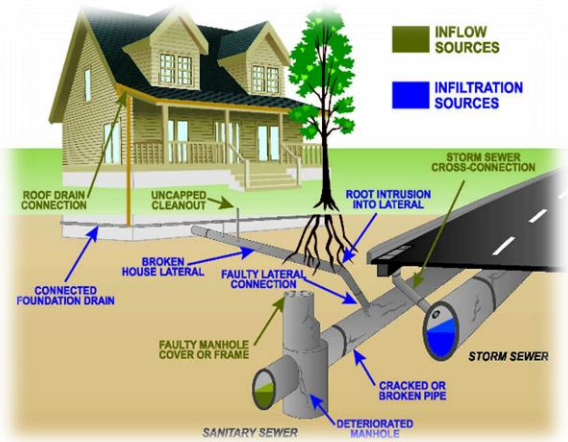
Dry weather infiltration is generally estimated as a percentage of the minimum flow rates which occur in the early morning hours of the day during the dry weather days of the flow monitoring period. Dry weather infiltration rates are stored in the Defects database of the model. These rates are adjusted up or down, as appropriate, during dry weather calibration and will be discussed further in Model Calibration.

A quick search of Missouri Sewer Operating permits was completed for this study area. Three operating permits were found including Living Word United Methodist Church, Wildwood Middle School, and Big Chief Roadhouse. Living Word has an agreement that if sanitary service is extended they are required to abandon their wastewater treatment facilities and be placed on the proposed system. It is assumed that the other permit holders have similar agreements if sanitary service is extended. As part of the project, further investigation and interviews with land owners and MDNR will determine if any other operating permits exist within the study area. Flows from these entities will be based on the operating permit and past records rather than a land use estimate.

Wet Weather Infiltration/Inflow Estimates

The hydraulic model will be used to derive I/I flows from inflow areas and infiltration rates entered in the HYDRA Defects database in the same manner as dry weather infiltration previously described. Wet season I/I is comprised of three parts:

- Inflow – stormwater flow that drains directly into the sanitary sewer and typically makes up the majority of the peak flow rate in the system for a given storm.
- Rapid Infiltration (or Rainfall Dependent Infiltration) – stormwater that enters the sanitary sewer indirectly (more slowly).
- Wet Weather Infiltration – increased groundwater infiltration due to heightened groundwater levels occurring during wet periods.



Typical Sources of Inflow & Infiltration

Model Calibration

. It is important to not only match the model to the measured peak flow rates and volume, but to match the shape of the dry and wet weather hydrographs as well. Model calibration should also be matched by adjusting the appropriate model component to achieve calibration; this is especially true of wet weather (storm event) calibration where there are more model parameters that can be used during calibration. Our abilities to analyze the measured flow hydrographs and adjust the proper model parameters during calibration is one reason MSD has sought out the services of our project team members over the past several years.

A number of occurrences can and will result in differences when flow meter data and model-predicted flows are compared that are often misinterpreted to some degree and if not properly recognized, improper calibration adjustments are made. Examples of these occurrences include:

- Sewer surcharging and backwater due to undersized sewers or blockages in the sewer main not allowing flow to reach the flow meter in an unimpeded fashion.
- Flow leaving the system through an overflow or out a manhole cover when the sewer backs up
- Bypass pumping from sewer construction
- Errors in the recorded flow or rainfall data itself

These limitations must be given careful consideration when calibrating a model. Blindly inputting data and forcing the model to match the observed response could result in a model that does not accurately reflect the true nature of the system. Therefore, all model adjustments will be made only within a reasonable range; if model adjustments beyond these limits are required to calibrate the model, then the rainfall flow and system configuration data, will be given a thorough review to identify the cause of the discrepancy. For example, increasing dry weather infiltration to unreasonable levels to compensate for what may be underestimated land use data might improve calibration results, but would be misleading.

The flow rates routed through the HYDRA model are virtually unaffected by undersized sewers that cannot convey a given flow. The model routes a given flow down through the sewer system whether the sewer can handle the flow or not, but HYDRA will show a surcharged sewer system in the sewer profile and will indicate the sewer is overcharged (under capacity), so surcharging is a common issue to watch for during calibration.

It is critical that modelers select the appropriate storms to use for wet weather calibration. This is particularly true due to HYDRA's inability to account for the effects of antecedent soil moisture conditions (AMC) on wet weather flows. Base GWI and RDI are often much greater during periods of high antecedent moisture (typically in the spring) than during dry periods (summer). Since HYDRA is unable to account for this phenomenon, potential calibration storms must be screened for those that have moderate (average) AMC so as to not be overly or insufficiently conservative during the development of system expansion alternatives.

Alternative Development

Donohue will develop sewer routing alternatives for the City of Wildwood that maximize the likelihood the additional areas can be connected to the MSD system while minimizing the capital improvements costs to do so. Donohue will first hold a meeting with City staff to assimilate their knowledge of the Pond Historic District and any proposed developments that may impact the alternative development. In addition, Donohue will use the changes in land use GIS data provided by the City. Using the existing HYDRA model and design storms provided by MSD, Donohue will determine which of the existing sewers and pump stations in the area have the most available capacity to accept the additional flow. We will then evaluate the feasibility and costs of conveying the additional flow to the existing sewer system. Other alternatives will likely consider the construction of new pump station(s) and force main(s), I/I reduction, or simply upsizing existing sewers, if necessary, so they can accommodate the additional flow.

Since sanitary sewers generally follow surface drainage, the general drainage boundaries for the Wildwood Town Center annexation area were reviewed to identify likely sewer routes. The figure on the next page shows the general topography and potential connection points to the MSD-Caulks Creek sewer system. We anticipate the new sewers will follow the same general flow directions except in cases where sewers can be sloped to cross minor drainage divides or it is more cost effective to collect flow to a point and then pump flow across drainage boundaries.

Fastrax Pump Station

The northern of the two potential tie-in points shown would route flow to the Fastrax Pump Station at the Highway 109 and Manchester Road intersection's southwest quadrant and convey flow through a 10-inch force main. The second location would be connecting to the gravity sanitary system within Manchester road adjacent to Pond Elementary School.

The project team will maintain contact with the City as alternatives continue to be developed and questions arise.

Alternative Analysis and Reporting

After the Development of Alternatives is complete, the project team will reconvene with City Staff to present the draft alternatives and receive comments. Donohue will deliver a technical memorandum to ultimately be submitted to MSD comparing the design condition for the existing sewer system and indicating the impacts of the addition of the annexed sewer system. These comparisons will include flow hydrographs, and more importantly, hydraulic grade lines (depth of flow in the sewer). Comparisons of all alternatives and associated costs will be provided. Any revisions requested by MSD will be evaluated and the technical memorandum resubmitted as necessary.

PROJECT SCOPE OF SERVICES

- Donohue will obtain a copy of the existing Caulks Creek Watershed Model from MSD.
- The Wildwood Town Center modeled collection system will be updated to represent the existing sewers constructed in Wildwood Area that affect the Town Center area since the original model was developed and last updated in 2003.
- Donohue will delineate and/or modify existing service areas for the new developments in the Wildwood Town Center area, following the parcel fines to generate the boundaries.
- Using the meter data provided by MSD, Donohue will verify the calibration for the sanitary flows to flow meter data to reflect dry-season conditions within +/- 10% for both the peak flow and total volume.
- Once dry weather calibration has been accomplished, the HYDRA model will be submitted MSD Development Review as a P-job for review and comment.
- Donohue will use the meter and rainfall data provided by MSD, verify the wet weather calibration meets the wet-season criteria within +1- 20% for both the peak flow and total volume. If any adjustments are necessary, the patterns of the meter data will be calibrated to one storm event and be verified by two other storm events. Any calibration results should take into account the antecedent conditions for the area when reviewing the metered data and comparing it to the model.
- Once wet weather calibration has been accomplished, Donohue will submit the wet-weather calibrated model to MSD for review and comment prior to proceeding to scenario generation.
- Using the design storm provided by MSD, Donohue will complete a model run and analyze the downstream portions of the model for surcharging conditions and capacity issues. This will be the baseline to determine what if any improvements are needed to convey flows for future developments in the Wildwood Town Center area.
- Donohue will create additional SE layers, including estimates of population, per-capita rates, volumes, and diurnal patterns as necessary to estimate flows for future planned developments within the Wildwood Town Center area.
- Donohue will run the design storm using the newly created layers that include the annexed area in conjunction with the 2030 Land Use Layer as provided by MSD.
- The Fast Track Pump Station impacted by the updated land use plan will be analyzed separate from the hydraulic model. A comparison of the design flow vs future flows will be completed based on the results of the updated hydraulic model.
- Donohue will compare the model results before and after the annexed area for deficiencies and produce a technical memorandum discussing the differences. This memorandum will include alternatives for correcting the capacity issues as well as associated costs.

ASSUMPTIONS

- Our Fee assumes no survey will be required and updates to the model will be based on as-built information and the MSD GIS Database
- The MSD Modeling Standards and Guidelines and MSD's Data Analysis & Hydra Modeling Procedures will be used as the modeling procedure.
- The City of Wildwood will provide population estimates for future areas
- Donohue will use per capita rates, and diurnal patterns for residential and commercial developments based on MSD guidelines.
- The City of Wildwood and MSD will complete reviews and provide written comments (3 total) within 15 business days

- The modeling software to be used will be HYDRA 6.4
- The City of Wildwood will provide the consultant with estimates regarding land use, population density, and business types.
- MSD will provide Donohue with the 2030 Land Use Layer for the Model
- City of Wildwood and/or MSD shall provide all land owner agreements for sanitary sewer service if sanitary sewer is provided for parcels that currently have private sanitary sewer systems.

PROJECT SCHEDULE

During a meeting with Rick Brown on December 19, 2016, it was discussed that the project schedule duration should be between 2 to 3 months. Based on the provided scope of services included in the RFQ, MSD requires 2 review periods of the HYDRA model which last 3 weeks each, totaling 6 weeks of review time not including any review of the technical memo. These lengthy reviews drive the overall project schedule. The project time for Donohue is approximately 78 calendar days (2 ½ months). Review times include a review of the technical memo which is approximately 53 days (2 months). Every attempt will be made to accelerate the schedule; however, this will only be possible if the review times are shortened.

See the attached schedule for schedule details.

PROJECT FEE

Donohue will revise the model and prepare a technical memorandum of the findings for a lump sum not to exceed fee of **$ 20,000**.

Please feel free to contact me at (636) 400-7046 or csafford@donohue-associates.com.

Sincerely,

Chris Safford, P.E.
Project Manager

Cc Alan Callier, Donohue

Enclosures:
- Man-hour & Fee Estimate
- Schedule

City of Wildwood, Missouri
Wildwood Town Center Sanitary Sewer Modeling Update
Man-Hour and Fee Estimate (Revision 1)

DONOHUE

Task	Eng. VIII $ 225	Eng. V $ 170	Eng. IV $ 155	Eng. III $ 140	Admin III $ 80	Total Hours	Total Labor	Travel	Printing	Other	Sub	Total Cost
1.0 - Project Management												
1.01 Project Management	1		4		3	8	$ 1,085					$ 1,085
SUBTOTAL 1.0 - Project Management	1	0	4	0	3	8	$ 1,085	$ -	$ -	$ -	$ -	$ 1,085
2.0 - Hydra Modeling Update & Design Study												
2.01 Kick-off Meeting with City of Wildwood & MSD	1		2		1	4	$ 615	$ 20				$ 635
2.02 Verify the size, location, and elevation of the sewers within the existing HYDRA model versus City/MSD As-Built records.			2	8		10	$ 1,430					$ 1,430
2.03 Land Use Layer Update			2	6		8	$ 1,150					$ 1,150
2.04 Review and analyze flow monitoring data for Town Center (1 Location)				4		4	$ 560					$ 560
2.05 Extend and Delineate Sewer Subbasins to distribute flows into HYDRA Model			2	8		10	$ 1,430					$ 1,430
2.06 Calibrate HYDRA model to base (dry weather) flows. (1 Location)			2	2		4	$ 590					$ 590
2.07 Quality Control HYDRA Model		2	0	0		2	$ 340					$ 340
2.08 Submit Dry Weather Model to MSD for Review				2	1	3	$ 360	$ 25		$ 25		$ 410
2.09 Revised dry weather model based on MSD Review				4		4	$ 560					$ 560
2.10 Calibrate HYDRA model to wet weather conditions. (1 Location)				4		4	$ 560					$ 560
2.11 Quality Control HYDRA Model		2				2	$ 340					$ 340
2.12 Submit Wet Weather Model to MSD for Review				2	1	3	$ 360	$ 25		$ 25		$ 410
2.13 Revised wet weather model based on MSD Review				4		4	$ 560					$ 560
2.14 Update SE Layers for Future Planned Areas			2	4		6	$ 870					$ 870
2.15 Determine Existing System Deficiencies			2	4		6	$ 870					$ 870
2.16 Quality Control HYDRA Model		2	0	0		2	$ 340					$ 340
2.17 Determine what segments need to be improved from a capacity standpoint.			2	2		4	$ 590					$ 590
2.18 Fastrax Pump Station Analysis			3	4		7	$ 1,025					$ 1,025
2.19 Prepare Cost Estimates			3	3		6	$ 885					$ 885
2.20 Prepare Technical Memo for Design Study, assumptions, HYDRA model calibration results, and analyses results.			2	18	2	22	$ 2,990					$ 2,990
2.21 Quality Control Tech Memo		4	0	0		4	$ 680					$ 680
2.22 Tech Memo Submittal to Wildwood & MSD				2	1	3	$ 360		$ 100	$ 50		$ 510
2.23 Revise Tech Memo per comments and Submit Final Tech Memo			2	4	2	8	$ 1,030		$ 100	$ 50		$ 1,180
2.24						0	$ -					$ -
2.25						0	$ -					$ -
SUBTOTAL 2.0 - Hydra Modeling Update & Design Study	1	10	26	85	8	130	$ 18,495	$ 70	$ 200	$ 150	$ -	$ 18,915
Total	2	10	30	85	11	138	$ 19,580	$ 70	$ 200	$ 150	$ -	$ 20,000
Total Labor Dollars by Labor Class	$ 450	$ 1,700	$ 4,650	$ 11,900	$ 880							

Assumptions

1. No survey will be required. Model updates will be based on provided As-built plans & MSD GIS System - If survey services are determined to be required, they will be performed on a time and material basis
2. 3 Copies of the Tech Memo will be submitted to the City of Wildwood, 1 to MSD
3.
4.
5.

City of Wildwood, Missouri

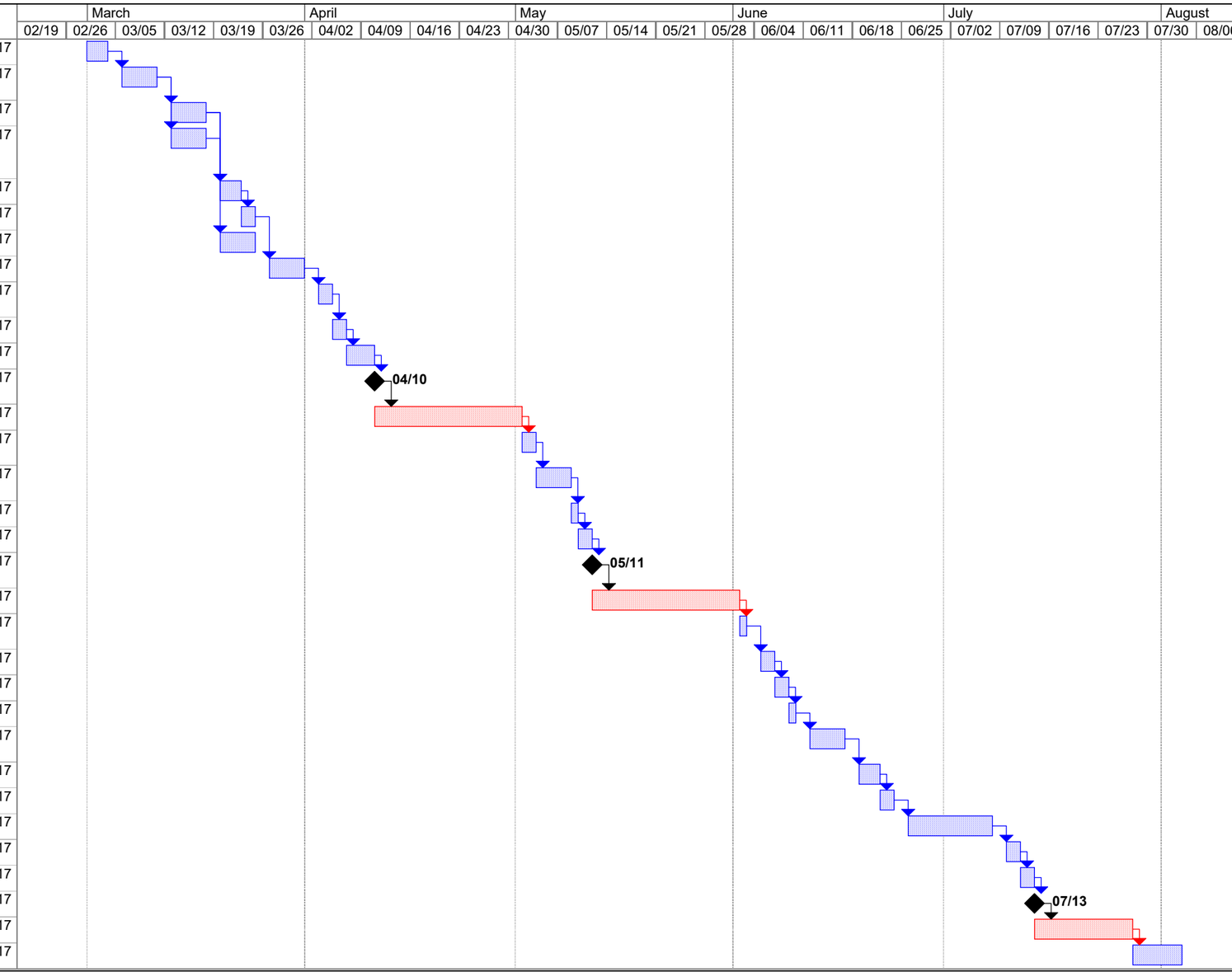
Town Center Sanitary Sewer Model Update (Revision 1)

WILDWOOD®

DONOHUE

Donohue & Associates, Inc.
1415 Elbridge Payne Road, Suite 165
Chesterfield, MO 63017

ID	Task Name	Duration	Start	Finish
1	Project Award & Notice to Proceed	3 days	Wed 03/01/17	Fri 03/03/17
2	Project Kickoff Meeting w/ City of Wildwood and MSD	5 days	Mon 03/06/17	Fri 03/10/17
3	MSD to Deliver Caulks Creek HYDRA Model	5 days	Mon 03/13/17	Fri 03/17/17
4	City of Wildwood to deliver Sanitary Sewer As-Builts, Planned Development Plans, Future Buildout Plans	5 days	Mon 03/13/17	Fri 03/17/17
5	Verify Existing HYDRA Model	3 days	Mon 03/20/17	Wed 03/22/17
6	Land Use Update	2 days	Thu 03/23/17	Fri 03/24/17
7	Review Flow Monitoring Data provided by MSD	5 days	Mon 03/20/17	Fri 03/24/17
8	Extend HYDRA Model	5 days	Mon 03/27/17	Fri 03/31/17
9	Calibrate HYDRA model to base (dry weather) flows. (1 Location)	2 days	Mon 04/03/17	Tue 04/04/17
10	Quality Control HYDRA Model	2 days	Wed 04/05/17	Thu 04/06/17
11	Prepare Dry Weather Model to MSD for Review	2 days	Fri 04/07/17	Mon 04/10/17
12	Submit Dry Weather Model to MSD for Review	0 days	Mon 04/10/17	Mon 04/10/17
13	MSD / Wildwood Review	15 days	Tue 04/11/17	Mon 05/01/17
14	Revised dry weather model based on MSD Review	2 days	Tue 05/02/17	Wed 05/03/17
15	Calibrate HYDRA model to wet weather conditions. (1 Location)	3 days	Thu 05/04/17	Mon 05/08/17
16	Quality Control HYDRA Model	1 day	Tue 05/09/17	Tue 05/09/17
17	Prepare Wet Weather Model to MSD for Review	2 days	Wed 05/10/17	Thu 05/11/17
18	Submit Wet Weather Model to MSD for Review	0 days	Thu 05/11/17	Thu 05/11/17
19	MSD / Wildwood Review	15 days	Fri 05/12/17	Thu 06/01/17
20	Revised wet weather model based on MSD Review	1 day	Fri 06/02/17	Fri 06/02/17
21	Update SE Layers for Future Planned Areas	2 days	Mon 06/05/17	Tue 06/06/17
22	Determine Existing System Deficiencies	2 days	Wed 06/07/17	Thu 06/08/17
23	Quality Control HYDRA Model	1 day	Fri 06/09/17	Fri 06/09/17
24	Determine what segments need to be improved from a capacity standpoint.	5 days	Mon 06/12/17	Fri 06/16/17
25	Fastrax Pump Station Analysis	3 days	Mon 06/19/17	Wed 06/21/17
26	Prepare Cost Estimates	2 days	Thu 06/22/17	Fri 06/23/17
27	Prepare Technical Memo	10 days	Mon 06/26/17	Fri 07/07/17
28	Quality Control Tech Memo	2 days	Mon 07/10/17	Tue 07/11/17
29	Finalize Tech Memo Submittal to Wildwood & MSD	2 days	Wed 07/12/17	Thu 07/13/17
30	Submit Tech Memo to Wildwood & MSD	0 days	Thu 07/13/17	Thu 07/13/17
31	MSD / Wildwood Review	10 days	Fri 07/14/17	Thu 07/27/17
32	Revise Tech Memo per comments and Submit Final Tec	5 days	Fri 07/28/17	Thu 08/03/17



Project: Schedule
Date: Wed 01/11/17

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: _____ Date: _____

Project: _____ Basic Compensation: $_____

Phase of Work (Describe)	% of Total	Progress Payment
Phase I:	_____%	$_____
Phase II:	_____%	$_____
Phase III:	_____%	$_____
Phase IV:	_____%	$_____
Phase V:	_____%	$_____

Total Basic Compensation: $_____

Attachment D

Consultant Liability Insurance Requirements

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

(d) Professional Liability

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

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

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

WILDWOOD

MEMORANDUM

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

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

Date: January 20, 2017

Re: Review of Construction Bids for Woods Road Bridge (#348) over Hamilton Creek

Background

On December 1, 2016, the City of Wildwood publicly opened seven (7) bids for the above referenced project. This project, which is federally funded, is included in the City's 2017 Capital Improvement Program and was budgeted to cost $700,000. The City will pay 20% of the cost of the project, with the remaining 80% covered by federal funds (not to exceed $648,000). The bids have been evaluated and the lowest bid is from Gershenson Construction Company, Inc. with a bid of $581,682.00. The second lowest bid is from KCI Construction Company, Inc. with a bid of $604,604.00. The low bid is approximately 2.6% under the Engineer's Estimate of $597,082.00. (The complete tabulation of bids is provided on the following sheet.)

Recommendation

The Department of Public Works recommends authorizing a contract with Gershenson Construction for the Woods Road Bridge project, in the amount of $581,682 with a $58,000 contingency for additional work as identified by the Department.

Reasons for Recommendation

- As seven (7) bids were submitted, the Department is satisfied that competitive bids were received for the project.
- Gershenson Construction submitted the lowest bid, and has successfully completed other projects for the City.
- Gershenson Construction was on the MoDOT Qualified Contractor list at the time of bidding, there were no irregularities in the bid, and based on our review, the bid meets all MoDOT requirements for award.

This matter was presented to the Admin/Public Works Committee at their January 10th, 2017 meeting, where it was recommended to award the contract to Gershenson Construction. Therefore, the Department is requesting the City Council's approval of Bill #2240, which will authorize the Mayor to enter into an agreement with Gershenson Construction to construct the Woods Road Bridge Replacement Project.

I will be available for any questions or comments at the January 23, 2017 work session of the City Council.

RCB

BILL #2240 **ORDINANCE #2240**

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GERSHENSON CONSTRUCTION, INC., FOR CONSTRUCTION OF THE WOODS ROAD BRIDGE REPLACEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.

WHEREAS, the City of Wildwood has planned an improvement project to replace the Woods Road Bridge over Hamilton Creek located immediately west of State Route 109; and

WHEREAS, the City of Wildwood entered into a federal funding agreement with the Missouri Highways and Transportation Commission which will reimburse the City for 80% of the project's construction cost, up to $648,000; and

WHEREAS, the Planning and Zoning Commission reviewed the project and approved the Site Development Plan; and

WHEREAS, the Department of Public Works, has completed engineering plans and specifications for the project, which led the City to solicit bids during November 2016; and

WHEREAS, seven (7) bids were submitted by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

WHEREAS, the bid from Gershenson Construction, Inc., in the amount of $581,682.00, was the lowest responsible bid received; and

WHEREAS, the Administrative and Public Works Committee reviewed the bids, and recommended awarding a contract to Gershenson Construction, Inc., to construct this project at a contract amount of $581,682.00;

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 Contract by and between the City of Wildwood, Missouri, and Gershenson Construction, Inc., for construction of the Woods Creek Road Bridge Replacement Project, including traffic control and other incidental items as shown on the construction drawings and specifications, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, 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 Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

Section Two. The total expenses and liability of the City under the contract shall not exceed a contract sum of $581,682.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this ordinance of $639,682.00.

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 _____, 2017, 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	James R. Bowlin, Mayor
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

EXHIBIT A

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement "Agreement" is made and entered into this _____day of_____, 20____, by and between the City of Wildwood, Missouri (hereinafter called the "City") and **Gershenson Construction Company, Inc.**, with offices located at **2 Truitt Drive, Eureka, MO 63025** (hereinafter called the "Contractor").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

ARTICLE II

Scope of Work

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

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

ARTICLE III

Time of Completion

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

Calendar Days : **120**

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

ARTICLE IV

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of $ **581,682.00** (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

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

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

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

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

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

ARTICLE V

Performance of the Work

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

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails

to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of $_**950.00**_ for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified

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

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

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

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

ARTICLE VII

Changes in the Work or Cost of Work

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

Work shall promptly be made by the Contractor in accordance with the General Conditions.

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

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

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

ARTICLE VIII

Termination by City or Contractor

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

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

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

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

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole

discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

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

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

ARTICLE X

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes: all labor, equipment, and materials necessary for the removal and replacement of the existing structure of the Woods Road Bridge with a 78 feet 0 3/4 inches long single span Prestressed Concrete Spread Box Beam superstructure with integral end bents, 195 feet of improvements of Woods Road and other items identified in the construction documents.

ARTICLE XI.

Miscellaneous Provisions

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

(b) Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly

authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

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

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

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

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

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

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

CITY OF WILDWOOD
(the “City”)

By_____
James R. Bowlin, Mayor

Attest:

_____
City Clerk

(the “Contractor”)

By:_____

Printed Name: _____

_____
Title

WILDWOOD

MEMORANDUM

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

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

Date: January 20, 2017

Re: MoDOT License Agreement for Woods Road Bridge (#348) over Hamilton Creek

Background

As you know, the Department of Public Works is planning to replace the existing bridge on Woods Road over Hamilton Creek immediately west of State Route 109. The project, which is scheduled for construction in 2017, is federally funded. The City will pay 20% of the cost of the project, with the remaining 80% covered by the federal funds (not to exceed $ 648,000). The proposed improvements, which will be maintained by the City, are located adjacent to MoDOT right of way for Route 109. Due to close proximity with MoDOT's right-of-way, during the design of the bridge it was deemed necessary that a portion of the bridge and guardrail encroach onto MoDOT's right-of-way. While MoDOT is agreeable with the encroachment, they are requiring the City to enter into a license agreement, which formally allows us to build and maintain the proposed improvements on the right-of-way for Route 109.

Recommendation

The Department of Public Works recommends that the City enter into a Bridge Wingwall and Guardrail License Agreement with the Missouri Highways and Transportation Commission. A copy of the agreement, which has been reviewed by City Attorney John Young, follows this memo.

Reasons for Recommendation

- Execution of the agreement is required by MoDOT in order for us to proceed with construction of the Woods Road Bridge Replacement project.
- The agreement allows us to build and maintain the bridge wingwall and a portion of the guardrail on MoDOT's right-of-way. MoDOT will maintain a portion of the guardrail that runs along Route 109.
- The agreement does not obligate us to maintain any MoDOT improvements, just the improvements constructed under the Woods Road Bridge Replacement project.

This matter was presented to the Admin/Public Works Committee at their January 10th, 2017 meeting, where it was recommended that the City proceed with execution of the license agreement. Therefore, the Department is requesting the City Council's approval of Bill #2241, which will authorize the Mayor to enter into a Bridge Wingwall and Guardrail License Agreement with the Missouri Highways and Transportation Commission.

I will be available for any questions or comments at the January 23, 2017 work session of the City Council.

RCB

BILL NO. #2241 **ORDINANCE NO. #2241**

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A BRIDGE WINGWALL AND GUARDRAIL LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE CONSTRUCTION OF A BRIDGE WINGWALL AND GUARDRAIL ADJACENT TO ROUTE 109.

WHEREAS, under §§ 70.210 to 70.320, RSMo., the City of Wildwood "may contract and cooperate with any … political subdivision … for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service"; and

WHEREAS, the Missouri Highways and Transportation Commission owns and maintains Route 109, including its associated structures and fixtures such as bridges, as part of the State Highway System; and

WHEREAS, the City owns and operates the Woods Road Bridge and land abutting Route 109 located on the Woods Road; and

WHEREAS, the City proposes to construct a bridge wingwall and guardrail adjacent to the right of way limits of Route 109 at highway centerline station 89+39.78; and

WHEREAS, in order to construct said bridge wingwall and guardrail, the City and the Commission desire to enter into a Bridge Wingwall and Guardrail License Agreement;

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 Bridge Wingwall and Guardrail License Agreement between the City of Wildwood, Missouri, and the Missouri Highways and Transportation Commission, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor of the City of Wildwood, Missouri, 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. Savings Clause: 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 Three. Severability Clause: 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.

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

This Bill was passed and approved this ___day of January, 2017, by the Council of the City of Wildwood, Missouri, after having been read by title, or in full, two (2) times prior to passage.

_____	_____
Presiding Officer	James R. Bowlin, Mayor
ATTEST:	**ATTEST:**
_____	_____
City Clerk	City Clerk

Exhibit A

[attach Agreement]

CCO FORM: RW28
Approved: 06/09 (AR)
Revised: 01/15 (ASB)
Modified:

COUNTY: ST. LOUIS
ROUTE: 109

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BRIDGE WINGWALL AND GUARDRAIL LICENSE AGREEMENT

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission"), acting for and on behalf of its subordinate **MISSOURI DEPARTMENT OF TRANSPORTATION** (hereinafter "MoDOT"); and the CITY OF WILDWOOD (hereinafter, "CITY").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains Route 109, including its associated structures and fixtures such as bridges, as part of the State Highway System in St. Louis County, Missouri; and

WHEREAS, the CITY owns and operates the Woods Road Bridge and land abutting Route 109 (hereinafter "City of Wildwood's Property") located on the Woods Road; and

WHEREAS, the CITY proposes to construct a bridge wing wall and guardrail (hereinafter, "Proposed Structure") adjacent to the right of way limits of Route 109 at highway centerline station 89+39.78, pursuant to the plans and specifications as referred to herein, in order to access the City of Wildwood's property; and

WHEREAS, the Commission agrees to allow the CITY to pave a portion of the Commission's property for this purpose, and will license the CITY's users to cross the Commission's property on that paved Proposed Structure, subject to the terms and conditions herein stated.

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

(1) DEFINITIONS: In this Agreement, the listed terms are to be given the meanings provided in the subparagraphs below:

(A) CITY: This term means THE CITY OF WILDWOOD, a Missouri charter city.

(B) Commission: This term means the Missouri Highways and Transportation Commission, a state constitutional entity. Where the term "Commission" is used alone, it includes its subordinate agency, MoDOT, and the officials, agents,

representatives and employees of the Commission and MoDOT.

(C) MoDOT: This acronym means the Missouri Department of Transportation, a state executive branch department. Where the context permits, the term also includes the officials, agents, representatives and employees of MoDOT.

(2) LICENSE GRANTED: The Commission hereby grants the CITY, its successors and assigns, a non-exclusive license to build and maintain the Proposed Structure adjacent to Route 109 at the location described on Exhibit "A", attached hereto and incorporated herein by reference, and use such additional space adjacent to the Proposed Structure as may be reasonably necessary for working room during the period that the Proposed Structure is under construction and for maintenance of the Proposed Structure thereafter.

(3) CONSIDERATION FOR THIS LICENSE: In consideration of the payment of the sum of one dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Commission grants this license to the CITY to use the land and airspace within the area described in Exhibit “A” to design, construct, maintain, and use the Proposed Structure This license is revocable by the Commission through MoDOT officials, agents and representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the CITY violates any term or condition of this Agreement.

(4) WORK BY THE CITY: The CITY shall construct the Proposed Structure over *or* under Route 109 at highway station 89+39.78 pursuant to the plans and specifications referred to herein, to provide a safe way for Proposed Structure users of the Proposed Structure to access the City of Wildwood’s property. The Commission hereby grants the CITY, its successors and assigns, a non-exclusive license to use such additional space adjacent to the Proposed Structure as may be reasonably necessary for working room during the period that the Proposed Structure is under construction, and for maintenance of the Proposed Structure thereafter. It is the intent of the Commission that this Agreement and the license granted hereby shall constitute a right to non-exclusive occupancy and use of the Proposed Structure by the CITY for the access of the City of Wildwood’s property, until this license is revoked or terminated by the Commission. The CITY understands that it and the users shall use this Proposed Structure at their own risk.

(5) COMMISSION OWNERSHIP: The Commission reserves the ownership and ultimate use of the property over *or* under which the Proposed Structure will be located and its adjacent highway property for transportation purposes. This non-exclusive license prohibits the use or conversion of the licensed Proposed Structure property to a § 4(f) [23 U.S.C. § 138; 49 U.S.C. § 303] use, or potentially a § 6(f) [16 U.S.C. § 460*l*-8] use. It is expressly understood and agreed that the primary use and purpose of the Commission’s property over *or* under which the Proposed Structure will be located, which is the subject matter of this license, shall be and remain as state highway property for transportation purposes only.

(6) CERTIFICATES/PERMITS: Since the Proposed Structure location is within a regulated floodplain, the CITY's Engineer will obtain, complete and/or provide the necessary permits and the no-rise certificate, which will certify that the proposed concrete surface and related Proposed Structure construction work will cause "no rise" in the 100-year flood elevation. This work shall comply with all Federal Emergency Management Administration (FEMA) and state and federal Clean Water Act permit and certification requirements.

(7) PROPOSED STRUCTURE DESIGN: The CITY and its consulting engineers, shall prepare final plans and final specifications for the Proposed Structure to be constructed on Commission property by the CITY. The Proposed Structure shall be designed to meet the requirements of the American Association of State Highway and Transportation Officials ("AASHTO"), the Americans with Disabilities Act (the "ADA"), and Commission design and construction standards. The CITY shall submit to Commission's District Engineer (the "District Engineer"), the final plans and specifications for the Proposed Structure and the adjacent segments, for written approval of the District Engineer, before any construction can begin on the Commission property. The general design and location of the Proposed Structure is shown on Exhibit "A."

(8) PROPOSED STRUCTURE PLANS APPROVAL: The Commission, through MoDOT, shall either approve or disapprove the final plans and specifications for the Proposed Structure within thirty (30) days of their receipt from the CITY. If the plans and specifications are not approved, MoDOT shall explain in writing what deficiencies exist that must be corrected before the Commission will approve those plans.

(9) PROPOSED STRUCTURE CONSTRUCTION: After written approval is obtained from the Commission and upon proper application by CITY, the Commission shall issue, through its District Engineer or his authorized representatives, any permits necessary for CITY to perform the work contemplated herein. The Proposed Structure shall be constructed in accordance with the approved plans and specifications to the satisfaction of the District Engineer or his authorized representatives.

(10) PLAN SHEET: The plan sheet showing the property lines and Proposed Structure area subject to this license is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

(11) CONSTRUCTION CONTRACTOR: The Commission acknowledges that CITY will enter into a construction contract with an approved contractor (the "Contractor") to construct the Proposed Structure and adjacent segments in accordance with the approved construction plans and specifications. The CITY shall include the following provisions in the appropriate construction contract with the Contractor:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Proposed Structure on Commission property, and to approve or disapprove such work in the same manner as if the

construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Commission Inspection Before Final Acceptance: The Commission shall make a post-construction inspection of the Proposed Structure, and if it deems necessary, require additional Proposed Structure finishing work for safety or durability, before the CITY may give its final acceptance of the Proposed Structure construction work to the Contractor.

(C) Responsible Party for Payment: The Contractor will look solely to CITY for payments pursuant to the CITY's construction contract, including, but not limited to, payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof. The CITY's Contractor shall have no claim rights against the Commission, MoDOT, or their officials, employees, agents, representatives, successors or assigns.

(D) Construction Bonds: In the event that CITY shall use an outside contractor, CITY shall acquire from the Contractor and shall deliver, prior to commencement of work on the tunnels, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring CITY and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for City other than the Proposed Structure. The performance and payment bond requirement does not render the Proposed Structure construction project a public works project.

(12) RESTORATION OF COMMISSION PROPERTY: At all times during and after the construction of the Proposed Structure, the CITY and its Contractor shall maintain the Proposed Structure in a manner that will not injure or damage the paved highway facilities or any of the Commission property, except as specifically authorized herein. After construction of the Proposed Structure, the CITY shall restore the state property to its original condition or better, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by CITY.

(13) PROPOSED STRUCTURE COST: CITY shall construct and maintain the Proposed Structure at its own cost and expense in accordance with the Final plans and final specifications approved by the Commission. If and when the highway is expanded, the CITY is fully responsible for the cost of any required modifications of the Proposed Structure.

(14) DURATION OF LICENSE: The Commission and the CITY agree that this license to design, construct, maintain, and use the Proposed Structure on Commission property shall exist indefinitely, subject to the Commission's right to revoke this license

at any time; which right of revocation shall be exercised reasonably. This license shall also terminate by operation of law if the CITY commits a material breach of this Agreement which is not promptly remedied and corrected by the CITY, and that breach is not excused or forgiven in writing by the Commission or its representatives.

(15) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission or MoDOT and the CITY as partners or joint venturers, or as jointly liable, in the CITY's design, construction, maintenance and operation of the Proposed Structure on Commission property for public use.

(16) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the CITY assumes the risk of their presence, unknown and undetected. If the CITY discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the CITY is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(17) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the design, construction, maintenance or use of the Proposed Structure, they will be handled in accordance with the Native American Graves Protection and Repatriation Act plus Sections 194.400 to 194.410, RSMo, as amended. There are no known human remains, sacred objects, artifacts or other items of value in the vicinity of the Proposed Structure, to the best knowledge of MoDOT staff. However, if the CITY finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the CITY shall immediately cease work on or the use of the Proposed Structure, and contact the Design-Historic Preservation Unit at MoDOT.

(18) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the CITY defaults on or abandons construction of the Proposed Structure, the CITY's rights in this Agreement may be assigned to the Commission at its option, and the Commission shall have the right, at its discretion, to complete construction of the Proposed Structure or demolish the structure. The Commission shall have the right to charge all Commission or MoDOT costs of the Proposed Structure construction or demolition to the CITY.

(19) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The CITY agrees to provide to the District Engineer a traffic control

plan for handling traffic during the contemplated Proposed Structure construction. The CITY agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to avoid or minimize disruption of traffic flow on Route 109 and other state highways. No state highway lane closures shall be authorized.

(20) MAINTENANCE AND REPAIR: At all times during the construction and after the completion of the Proposed Structure until the revocation of this license, the CITY shall maintain and repair at its own expense the Proposed Structure and all related CITY structures and approaches, so that these structures and the Commission's underlying and adjacent highway property will be kept safe and in good condition. The CITY's maintenance of the Proposed Structure and its vicinity shall be accomplished so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. However, the CITY is not obliged to maintain any paved highway or shoulder area on Commission property, except for cleaning trash or items thrown from the Proposed Structure. Both parties agree that if this license is revoked, the obligations of the CITY under Section 7 of the Missouri Highways and Transportation Commission STP-Urban Program Agreement (the "STP Agreement"), entered into between the Commission and the CITY, and dated September 26, 2011, shall terminate as to the Proposed Structure only. To the extent that this Agreement conflicts with the STP Agreement, this Agreement controls and shall be deemed an amendment to the STP Agreement. By revoking this license, the Commission shall be deemed to have waived its right to enforce Section 7 of the STP Agreement as to the Proposed Structure and the Commission shall release and forever discharge the CITY from the CITY's obligations under Section 7 of the STP Agreement as to the Proposed Structure.

(21) COMMISSION ACTION IF THE CITY FAILS TO MAINTAIN PROPOSED STRUCTURE: If, within seventy-two (72) hours after receiving written or facsimile notice from the Commission reasonably requesting that the CITY perform maintenance or repairs on the Proposed Structure, the CITY (i) fails to begin the requested maintenance or repair work and (ii) such failure results in the Proposed Structure and adjacent Commission property not being clean, in good appearance and safe for use by CITY and its authorized users, the Commission (through MoDOT) shall have the authority, but not a duty or obligation, to maintain or repair the Proposed Structure on Commission property and charge all such costs of maintenance and repair to the CITY. If the CITY fails to begin making repairs within seventy-two (72) hours after receiving written or facsimile notice, or fails to continue with the repairs in a diligent manner to completion, the maintenance and repair work may be performed by MoDOT. However, if the District Engineer or his/her authorized representative determines that an actual or potential emergency exists that requires immediate repairs, then MoDOT may make immediate repairs without prior written notice, and charge those expenses to the CITY. Any Proposed Structure maintenance and repair expenses incurred by or on behalf of the Commission or MoDOT under this paragraph shall be the debt of, and shall be

chargeable to and fully compensated by, the CITY. The CITY's failure to maintain or repair the Proposed Structure in accordance with this Section shall constitute a material breach of this Agreement by the CITY. Likewise, the CITY's failure to promptly pay the Commission or MoDOT for the costs to maintain or repair the Proposed Structure in accordance with this Section shall constitute a material breach of this Agreement by the CITY.

(22) REQUIRED INSPECTIONS OF STRUCTURE:

(A) After completion of the construction of the Proposed Structure on the Commission's property, the CITY and its successors and assigns shall be required to have scheduled inspections of that structure by a registered engineer at least annually, to insure the safety of the Proposed Structure for the traveling public.

(B) The CITY shall be responsible for promptly submitting copies of all written annual or other Proposed Structure inspection reports to the following: (1) To the Commission's District Engineer having responsibility for Route 109; and (2) To the Commission's State District Engineer, located in the Commission Headquarters Building in Jefferson City, Missouri.

(23) INDEMNIFICATION:

(A) To the extent allowed by law, the CITY shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the CITY's wrongful or negligent performance of its obligations under this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

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

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to

cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(24) NOTICE OF CLAIM OF POTENTIAL COMMISSION LIABILITY: In the event the Commission receives notice of any claim against it related to or arising out of the negligent or insufficient design, construction, maintenance, use or inspection of the Proposed Structure, the Commission will promptly notify the CITY in writing, attaching a copy of such claim or summarizing its content and the name of the claimant, if not in writing. The CITY shall, through its own legal counsel, proceed to defend the Commission as allowed by Missouri law, MoDOT, and their members, employees, officers and agents, from any such claim, and the Commission will fully cooperate with the CITY and its attorneys in their defense of these state entities, officials and employees. This CITY obligation to indemnify and defend shall not apply to or be deemed to include the intentional or negligent acts or omissions of the Commission or MoDOT, or their members, officers, agents and employees.

(25) LIABILITY INSURANCE: The CITY agrees to provide the Commission with liability insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars ($500,000) per person and Three Million Dollars ($3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo) except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended. If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to CITY.

(A) Additional Named Insured: Each such insurance policy shall specify as the "insured" or "additional named insured" the Commission, MoDOT, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the CITY's election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the CITY, naming another party or parties as insured also. However, if CITY elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their

interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the CITY begins construction of the Proposed Structure on Commission property, for as long as that Proposed Structure remains open for public use of it and the adjacent segments. Upon request, the CITY shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the CITY to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

(26) ASSUMPTION OF RISK: The CITY, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the CITY agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the CITY acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and by opening the Commission's highway property for the uses and activities authorized in this Agreement.

(27) LICENSE REVOCABLE – NO ASSIGNMENT: This license is revocable by the Commission or any appropriate MoDOT official if the CITY designs, constructs, maintains, uses or inspects the Proposed Structure in a negligent, reckless, wrongful or unsafe manner, or refuses to follow contract or safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The CITY understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the CITY and MoDOT authorized staff, and to no other person or entity.

(28) REVOCATION OF AGREEMENT: This license to construct, maintain, and use the Proposed Structure for access to the city of Wildwood's property is granted in this Agreement at the pleasure or discretion of the Commission. The occurrence of any one or more of the following shall constitute a material breach of this Agreement, rendering the CITY in default and, at the discretion of the Commission or its representatives, may result in the revocation of this license:

(A) Failure to Construct the Proposed Structure as Approved: The Proposed Structure is not completed in compliance with the plans and specifications approved or approved as modified by the Commission;

(B) Nonuse or Abandonment of Proposed Structure: The Proposed Structure ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Proposed Structure is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and the CITY will not repair the Proposed Structure to a condition satisfactory to the Commission;

(D) Violation of This Agreement: The CITY violates any material term or condition of this Agreement;

(E) Change in Use: The CITY changes or attempts to change the use, purpose or location of the Proposed Structure, without prior written approval of the Commission;

(F) Violation of Laws: The CITY constructs, operates, uses or maintains the Proposed Structure or any other structure on or within the Commission's property in violation of any state or federal laws or regulations applicable at that time, or in violation of this Agreement; but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, which violation is not cured by the CITY within the applicable time;

(G) Failure to Pay Debts: The CITY, its insurer, or any other agent or representative of the CITY fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The CITY fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may terminate this license. Further, should the Commission find that changes to the highway or the Proposed Structure should be made at this location, but the Commission does not desire to terminate this agreement, the CITY shall bear the costs to relocate or modify the Proposed Structure to accommodate the Commission’s redesign.

(29) RIGHT TO ENTER UPON THE PROPOSED STRUCTURE:

(A) During Construction: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon, inspect and approve all work, materials and equipment on or at the site of the Proposed Structure during its construction, at such time as the Contractor's employees or CITY employees may be present, without prior notice to or approval by the Contractor or the CITY.

(B) During Maintenance, Repair or Reconstruction: The Commission,

MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon the Proposed Structure and to inspect and approve all work, materials and equipment there, during any maintenance, repair or reconstruction of the Proposed Structure, at such times as CITY employees or agents may be present, without prior notice to or approval of CITY.

(C) Inspections: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to make periodic inspections of the Proposed Structure when they deem such inspections necessary or advisable, at any time that the Proposed Structure is open for public use.

(D) Emergency or Dangerous Condition: In the event of an emergency, or when the District Engineer or Commission's other authorized representative(s) have determined that a condition may exist on or adjacent to the Proposed Structure which represents an actual or potential danger to the traveling public, the Commission or MoDOT, and their authorized agents and employees may immediately enter upon the Proposed Structure to inspect. The Commission may request the CITY to repair that condition; or where appropriate, the Commission may perform all repairs by itself or through MoDOT or its contractors, and charge to and collect the costs of repair from the CITY.

(30) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Proposed Structure.

(31) OPPORTUNITY TO CURE: No material breach or default described in Paragraphs (21) or (28) shall be a basis for terminating or revoking this license or this Agreement until written notice is delivered to CITY specifying the material breach or default with particularity and giving the CITY a reasonable opportunity to cure, not to exceed thirty (30) days. The license may only be revoked for cause when that material breach or default is not cured by the CITY in the time given in which to cure that problem.

(32) REMOVAL OF THE PROPOSED STRUCTURE: In the event the license to maintain the Proposed Structure or this Agreement is revoked, and the Commission deems it necessary to request the removal of the Proposed Structure, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the Proposed Structure removal to be paid by the CITY. The Commission hereby consents to the removal of the Proposed Structure by the CITY or its agents at any time, provided that such removal is performed by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the removal paid by CITY.

(33) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the construction of the Proposed Structure,

the CITY agrees that said utility relocation or adjustment shall be in accordance with the detailed plans approved by the Commission, with all costs and expenses associated with the utility relocation or adjustment paid by CITY.

(34) NONDISCRIMINATION: The CITY, for itself, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the Proposed Structure.

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

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(38) SURVIVABILITY: The CITY's obligations to the Commission under this Agreement shall survive the revocation of its Commission license to construct and maintain the Proposed Structure.

(39) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The CITY shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(40) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(41) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant (or revoke) this license. The Commission makes no representation that it has full fee simple title to the highway property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by CITY in the implementation of this Agreement, or in the CITY’s design, construction, maintenance, repair, use or inspection of the Proposed Structure.

(42) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
16860 Main Street
Wildwood, MO 63040
Facsimile No: 636-458-6969

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No: 573-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2017.

Executed by the Commission this _____ day of _____, 2017.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title _____

Attest: (SEAL)

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF WILDWOOD

By: _____

Title _____

Attest: (SEAL)

By: _____

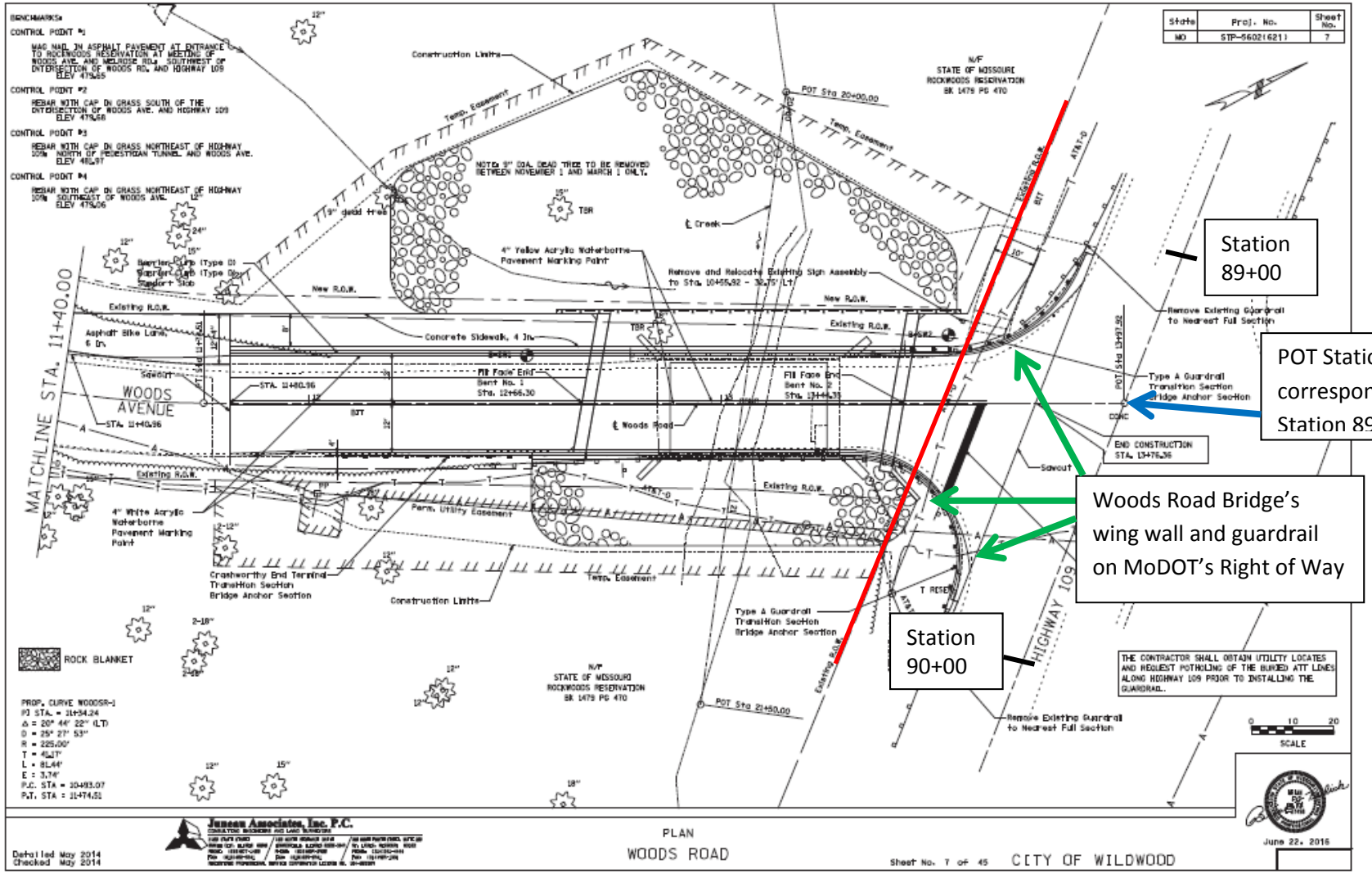
Title: _____

Approved as to Form:

By: _____

Title: _____

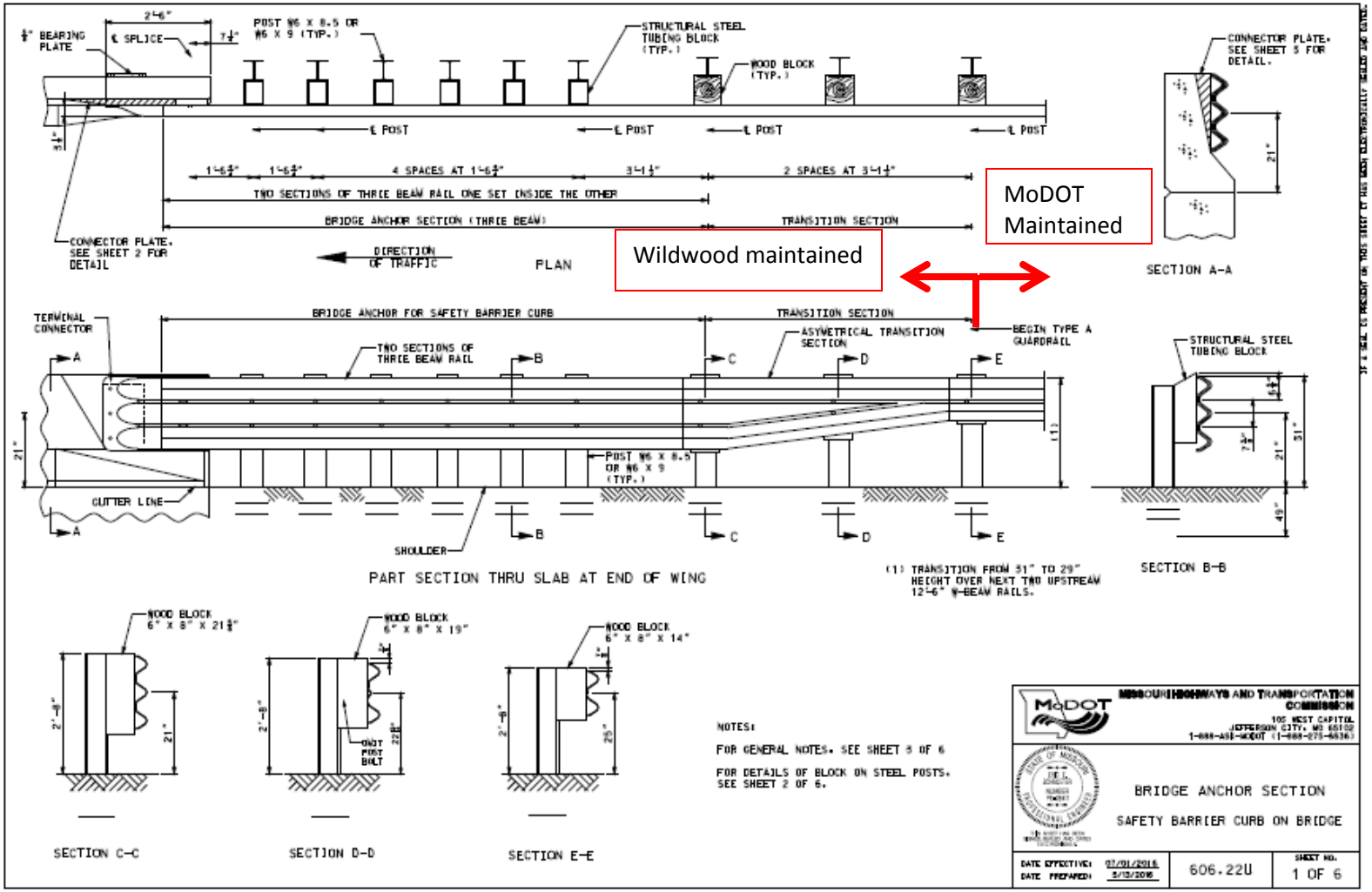
Ordinance No. _____



Arrow to Wildwood Point on Tangent (POT) = MoDOT Station 89+39.78

Location of Wing Wall and Guardrail on MoDOT's ROW

MoDOT and Wildwood Right of Way Border



MoDOT and Wildwood Guardrail Maintenance at Route 109 and Woods Road Bridge - MoDOT's guardrail maintenance would end at the Type A Guardrail and Wildwood would maintain the Guardrail Transition and Bridge Anchor Section.

WILDWOOD®

Memo

To: Mayor Jim Bowlin
Wildwood City Council Members

From: Mike Hartwig, Assistant City Engineer
Joe Vujnich, Director of Planning & Parks

Date: January 20, 2017

Re: Construction Project Updates

Following is an update on all active City construction projects. The Departments of Public Works and Planning/Parks will be available for any questions at the January 23, 2017 City Council Meeting.

Al Foster Memorial Trailhead: The trailhead is open for use. The restroom facility has been delayed due to manufacturing issues, as previously noted in earlier updates, but is to be tentatively shipped to the property in January 2017. After the facility's delivery, it will be installed and completed in the first quarter of 2017 by the contractor – Ideal Landscaping.

Pedestrian Bridge over Route 100: The contractor has been working on the foundation for the new pedestrian bridge in the median of Route 100 and also has begun to install the retaining walls on the north side of Route 100. They plan to continue work on the retaining walls on the north and south sides of Route 100 and continue with median foundation work over the next few weeks, weather permitting. The contractor intends to complete the foundations over the winter months while the structure is being fabricated. The project is expected to be completed by the end of the summer of 2017.

Fox Creek Road Bridge Replacement: The contractor has completed all of the work except for the aesthetic staining of the barrier walls and some miscellaneous clean-up work. They plan to stain the barrier walls in the early spring, when temperatures are warmer. Fox Creek Road was re-opened to traffic on December 23.

Caulks Creek Trunk Sewer Project by MSD: The contractor for MSD has completed the installation of the sewer mains along the northern project limits. They are currently installing the sewer mains on the section along Strecker Road between McBride Pointe and south of Woodcliff Heights Drive and will continue this work over the winter as weather allows. The contractor and MSD have been notifying affected property owners in the work areas.

MH and JV

WILDWOOD®

MEMORANDUM

To: Mayor Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 20, 2017

Re: Casey's Bar Investigation – Summary Report

Background

At the November 28, 2016 City Council Meeting, an Amended Liquor License Hearing was conducted for a change in ownership at Casey's Bar (formerly named Brothers Bar & Grill), which is located within Village Plaza (near the intersection of Route 100 and Westglen Farms Drive). During the hearing, a number of nearby residents voice concerns regarding loud music and other noise associated with the bar, including the collection of commercial waste dumpsters prior to the required start time of 7:00 a.m. established by City Code.

At the conclusion of the hearing, a motion was made by Council Member Stine, seconded by Council Member Baugus, to approve the liquor license application and that a study is conducted by the City Administrator to gather information on the shopping center and report back to the City Council within sixty (60) days. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Summary Report

Much of the investigation associated with this matter was conducted by the St. Louis County Police Department, as it related to calls for service and responses made by police. Following is a summary of the collective findings of the Precinct Commander and the City Administrator:

1. Shortly following the November 28th Hearing, a review of calls for service to the Village Plaza Center during 2016 did not identify any calls in reference to loud music or noise. The Police also conducted an area canvass and contacted multiple nearby residents on Newpoint Drive. The residents indicated that they have not reported past issues to the police, opting to instead contact the business directly.
2. On December 4th, the Police did respond to an anonymous loud music complaint, and discovered that the back door to the bar was closed and the source of the loud music actually came from the vehicle of an Imo's Pizza delivery driver. Management for Imo's Pizza was contacted and directed to address this issue with employees.

3. On January 10th, the Police received another anonymous loud music complaint. At the time, a Precinct Supervisor was already on scene, conducting extra patrol in the front parking lot, and was able to quickly drive behind the building to investigate. The back door to the bar was closed, no music could be heard, and the call for service was classified as unfounded.
4. At the hearing, Meridian Waste was identified as the commercial waste hauler involved in collecting trash around 6:00 a.m. from all of the businesses in Village Plaza. An investigation of the property identified Aspen Waste as the actual waste hauler. The Operations Manager at Aspen Waste has been contacted, and as of a couple of weeks ago, pickups should no longer be occurring until after 7:00 a.m.
5. The Police have also met with the new owner of Casey's Bar, Nick Casey. Mr. Casey seemed willing to take corrective action as needed to the address the past issues and eliminate future noise complaints. His primary focus will be to ensure the back door to the business remains closed and the music inside is played at an acceptable volume.
6. Mr. Casey also indicated that he had already contacted many of the residents that spoke at the hearing, and provided them with his personal cellular phone number to call in the event they have any issues.
7. Mr. Casey, as new owner, is now typically at the business to monitor these activities on a daily basis, and also lives nearby and can typically respond to issues in a timely manner when he is not present at the business.

In summary, Mr. Casey seems very sincere in wanting to be a good neighbor and meeting the requirements of the City of Wildwood to continue operating his business. Certainly, the potential for outside noise will increase with warmer weather in the spring, summer and fall, so the Police will continue to keep this area on their regular night patrols to monitor the situation.

Captain Tanner and I will be available for any questions during the January 23, 2017 City Council Work Session.

RST

WILDWOOD®

January 23, 2017

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

Re:	Department of Planning's Update on the Vintage Grove Subdivision Escrow Closeout
Location:	Northwest quadrant of the Ridge Road and Old State Road intersection
Zoning:	R-1A 22,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD)
Ward:	Seven

Council Members:

Since the last City Council meeting, where this matter was first identified, the two (2) City Council members representing this subdivision, the residents of it, and the Department have been discussing next steps, so as when weather conditions are more favorable, the required work can be completed within this development and the construction process brought to a close for the eleven (11) families residing there. Some of the efforts that have been underway over the last two (2) weeks can be summarized as follows:

Underway >>>

1. Council Members Levitt and Stine met with the residents on January 16, 2017 to discuss the next steps in this process.
2. Council Member Levitt contacted the Department after this meeting to ask for certain assistance in defining the areas of the subdivision that will ultimately be the responsibility of the Homeowners Association, so as these owners understand their obligations in the future and deficiencies and/or repairs are not missed in these areas.
3. The Department of Planning has prepared an exhibit in this regard that indicates all common elements and/or easements that are dedicated or assigned to the Homeowners Association for future maintenance, care, or oversight. This exhibit was provided to the trustee the Department has been working with over the last year.
4. The Department of Planning has revised its December letter to the developer (Payne Family Homes), based upon the input it has received over the last month in this regard. This draft letter is attached to this update report.
5. The Department of Planning is still intending to grant the extension to Payne Family Homes of its Deposit Agreement, under the current terms, with a deadline for completion of all improvements and repair of any deficiencies no later than May 2017.

6. The City is working on a protocol to use, when improvements are begun in the subdivision to ensure they are all completed in accordance with approved plans for the same, which would minimally include an independent inspector on-site, when the grading and drainage work are completed behind Lots 7 through 11.

Next Steps – Department of Planning >>>

7. The developer has asked to meet with the Department, which will occur in the next week.
8. The Department of Planning will be providing regular updates to the City Council on this subdivision and progress being made to address all outstanding items that exist there through the May 2017 deadline.

The Departments of Public Works and Planning are committed to completing this escrow process with the developer for the best outcome possible for the lot owners in the development and the City as a whole. If such cannot be achieved by the May deadline, the City would then proceed to address these matters as the successor developer and utilize whatever funds are available to complete all public improvements and any remaining thereafter.

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 consideration of this matter and the Department's letter on the same.

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
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Terri L. Gaston, Senior Planner
Resident Trustees of the Vintage Grove Subdivision
Tom Cummings, Payne Family Homes

WILDWOOD®

January 25, 2017

Tom Cummings
Payne Family Homes
10407 Baur Boulevard, Suite B
St. Louis, Missouri 63132

Re: Next Steps for Vintage Grove Escrow Process

Dear Mr. Cummings:

After meeting last week at the Vintage Grove Subdivision, the Department would like to proceed as follows to address certain aspects of the remaining improvements that are deficient in construction or not functioning, as planned and approved. This approach will allow some of the improvements that have been identified by the City to be completed now, while recognizing the time of year will preclude some of them being done, as originally planned. These steps in this planned progression of work would include the following:

1. The correction of the drainage issues behind Lots 6 through 11. This correction has to include the establishment of a defined swale and reworking the rear yard areas of these lots to ensure positive drainage from them to this centralized location and area inlet(s) in the vicinity. The work must be respectful of the completed condition of the occupied dwellings and fences upon lots that have been installed near the swale area. An engineered plan for this work must first be submitted and reviewed by the City's Department of Public Works, before any work can proceed.
2. The completion of the stormwater repairs to the rain garden area that is located on Lot 5. Riprap has been placed there already, as a repair for erosion that was occurring, but does not appear to have fabric below it, nor is the color of the rock that was chosen for this location appropriate, i.e. bright white. This riprap area and the color need to be re-addressed. The approach the City would prefer in this regard would to add a fabric cover under the planned riprap to eliminate eventual weed growth, along with changing out the current rock with a darker color to soften its appearance, both now and in the future.
3. The wooded area on Lot 5 has a few dead trees that need to be removed.
4. The repair of streets and sidewalks, including the paver area at the access point, can be completed, if weather conditions allow, and the City's Street Superintendent authorizes such with a minimum of forty-eight (48) hours notice. The City has already marked the areas that are in need of repair.

DRAFT

The landscaping replacements, including the resodding of all of the rear yard areas of every lot, along with the removal of the native planting and wild flower area in the same locations, will have to wait until spring, given the inclement weather that can be expected during the winter months. The replacement of dead trees that are required on the approved Landscape Plan will also have to be delayed due to the time of year and the limited availability of stock at the end of the fall planting season.

To accomplish this approach, the current deposit agreement, and associated Letters of Credit, will need to be extended to May 2017 to accommodate the spring season for these planned activities. This extension of the agreement has to be considered limited from Payne Family Homes' perspective, given all of the dwellings are now completed and occupied. Please also be advised this list of items is not inclusive of all repairs that have been identified by all parties, but is only intended to allow some work to begin at the subdivision, while waiting for improved weather conditions in the future.

If you should have any questions or require further information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. Thank you for your anticipated cooperation in this matter.

Respectfully,
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
Richard C. Brown, P.E. and P.T.O.E., Director of Public Works
Terri L. Gaston, Senior Planner
Travis Newberry, Planner
Trustees of the Vintage Grove Homeowners Association

DRAFT

VINTAGE GROVE

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 8 TOWNSHIP 44 NORTH, RANGE 4 EAST CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

ZONING: R1-A 22,000 SQ. FT. RESIDENCE DISTRICT WITH PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (ORD. #1861)

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "VINTAGE GROVE". VINTAGE GROVE (50'W) COURT, TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT STREET INTERSECTIONS, WHICH FOR BETTER IDENTIFICATION ARE SHOWN 'HATCHURED' (////////) ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF WILDWOOD FOR PUBLIC USE FOREVER. THE VARIABLE WIDTH STREET WIDENING STRIP ALONG OLD STATE ROAD, WHICH FOR BETTER IDENTIFICATION IS SHOWN 'CROSS-HATCHURED' (XXXXXXXXXX) ON THIS PLAT, IS HEREBY DEDICATED TO ST. LOUIS COUNTY, MISSOURI FOR PUBLIC USE FOREVER.

ALL EASEMENTS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED AND, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, UNION ELECTRIC D/B/A AMEREN MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING, REPLACING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

COMMON GROUND EASEMENTS, SUCH AS CUL-DE-SAC ISLANDS, DIVIDED STREET ISLANDS OR MEDIAN STRIPS, ARE HEREBY DEDICATED TO VINTAGE GROVE HOMEOWNERS ASSOCIATION, INC. FOR LANDSCAPE MAINTENANCE. HOWEVER, NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS, MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND OR MEDIAN STRIP WITHOUT THE AUTHORIZATION OF THE CITY OF WILDWOOD, MISSOURI DEPARTMENT OF PUBLIC WORKS THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THE TEMPORARY SLOPE CONSTRUCTION LICENSES (T.S.C.L.) SHOWN HEREON ARE FOR THE PURPOSE OF MAKING CUTS, FILLS, SLOPING EMBANKMENT, CONSTRUCTING DRIVES, PROVIDING WORK ROOM AND IMPLEMENTING ANY AND ALL OTHER RELATED CONSTRUCTION ITEMS UNTIL SUCH TIME AS CONSTRUCTION MAY BE COMPLETED AND ACCEPTED BY ST. LOUIS COUNTY, MISSOURI. UPON GRANTING ACCEPTANCE BY ST. LOUIS COUNTY, MISSOURI OR IS ASSIGNS, THIS EASEMENT SHALL TERMINATE.

THE ENTRANCE MONUMENT EASEMENTS SHOWN THIS PLAT ARE HEREBY DEDICATED TO VINTAGE GROVE HOMEOWNERS ASSOCIATION, INC. FOR THE INSTALLATION AND MAINTENANCE OF SUBDIVISION SIGNS AND MONUMENTS, WHICH SIGNS AND MONUMENTS SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF SAID ASSOCIATION.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO VINTAGE GROVE HOMEOWNERS ASSOCIATION, INC. ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE 7th DAY OF August, 2014 IN DEED BOOK Daily # 21408 0700 593 PAGE OF THE ST. LOUIS COUNTY RECORDS. The fence maintenance and access easement (10'wide) as shown hereon is hereby dedicated to Vintage Grove Homeowners Association, Inc., for the purposes of constructing, maintaining & repairing a fence, or replacement of said fence, along the east property lines of Lots 7-11. (p/8614)

ALL AREAS ON THIS PLAT DESIGNATED BY "NATURAL RESOURCE PROTECTION AREA" AND SHOWN "DOT-HATCHURED" HEREON SHALL BE HELD IN DEED RESTRICTED PRIVATE OWNERSHIP WHICH SHALL PROHIBIT, IN PERPETUITY, THE DEVELOPMENT AND/OR SUBSEQUENT SUBDIVISION OF THE RESOURCE PROTECTED PROPERTY OR THEIR USE FOR PURPOSES INCONSISTENT WITH THE INTENT OF SECTION 420.200 OF THE WILDWOOD SUBDIVISION AND DEVELOPMENT REGULATIONS OF THE CITY OF WILDWOOD, AS MAY BE AMENDED. THE NATURAL RESOURCE PROTECTION STANDARD AREAS THAT ARE INDICATED ON INDIVIDUAL LOTS ARE INTENDED TO PROTECT THE NATURAL OR EXISTING DESIGNATED ENVIRONMENTAL FEATURES OF DEVELOPMENTS WITHIN THE CITY OF WILDWOOD. THESE AREAS ARE 100% PROTECTED FROM ANY TYPE OF DISTURBANCE BY ANY OWNER(S) OF THESE PROPERTIES, EXCEPT AS ALLOWED BY THE CITY'S REGULATIONS AND PRIOR AUTHORIZATION BY THE DEPARTMENT OF PLANNING. AREAS INDICATED AS 100% PROTECTED CANNOT BE GRADED, OR MAY ANY TREES OR OTHER VEGETATION BE REMOVED. ADDITIONALLY, THE PLACEMENT OF BUILDINGS AND/OR STRUCTURES, INCLUDING PLAYGROUNDS, FENCES AND IRRIGATION SYSTEM PIPING, IS STRICTLY PROHIBITED. SAID STANDARDS AND REQUIREMENTS APPLY IN PERPETUITY TO EACH OF THE LOTS INCLUDED ON THIS PLAT, EXCEPT AS SUCH EXCEPTION MAY BE SPECIFICALLY APPROVED OR GRANTED BY THE CITY OF WILDWOOD OR ITS REGULATIONS.

BMP (BEST MANAGEMENT PRACTICES):
STORMWATER MANAGEMENT RESERVE AREAS AND STORMWATER BUFFER AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICE). THE RESERVE AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A 'MAINTENANCE AGREEMENT' EXECUTED ON THE 21 DAY OF May, 2014, AS RECORDED IN THE ST. LOUIS COUNTY RECORDS IN DEED BOOK 21015 PAGE 8DB, OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED. This Subdivision is subject to the Indenture of Trust & Restrictions for Vintage Grove (the "Trust Indenture") filed on the 7th day of August 2014 as Daily No. 20408 (Deed BK ___ Pg ___) of the St. Louis County Recorder of Deeds Office. (9/8/6.14)

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES OR LIENS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 29th DAY OF July, 2014.

PAYNE FAMILY HOMES, LLC
A MISSOURI LIMITED LIABILITY COMPANY

KENNETH R. KRUSE, DULY AUTHORIZED

NANCY COPLING
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 11250033
My Commission Expires October 04, 2015

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

ON THIS 29th DAY OF July, 2014, BEFORE ME PERSONALLY APPEARED KENNETH R. KRUSE, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS A DULY AUTHORIZED AGENT OF PAYNE FAMILY HOMES, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID COMPANY BY AUTHORITY OF ITS OPERATING AGREEMENT; AND SAID KENNETH R. KRUSE ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 10/4/15 — NANCY COPLING, NOTARY PUBLIC

LIEN HOLDER:

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED RECORDED IN DEED BOOK 20786 PAGE 279 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF 'VINTAGE GROVE'.

FIRST NATIONAL BANK OF ST. LOUIS

BRIAN LIBERMAN, VICE PRESIDENT
PRINT NAME AND TITLE

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

ON THIS 29th DAY OF July, 2014, BEFORE ME APPEARED Brian Liberman ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE Vice President OF FIRST NATIONAL BANK OF ST. LOUIS, A MISSOURI BANKING CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID Brian Liberman ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 4/27/18 — CATHERINE A. NOLAND, NOTARY PUBLIC

CATHERINE A. NOLAND
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: April 27, 2018
Commission # 14436247

201408070059 3
PLAT: BK: 362, PG: 305
FILED FOR RECORD
Aug 07, 2014 2:08 PM
RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
Witness my hand and official seal on the day and year aforesaid.
Gerald E. Smith
Deputy Recorder JLMC

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	VLW	MSD P# - 17776-03
CHECKED BY:	JAH	DATE: 7/24/14
JOB NO.:	13-08-294	VINTAGE GROVE RECORD PLAT

CITY APPROVAL:

THIS ACKNOWLEDGEMENT CERTIFIES THIS SUBDIVISION PLAT OF VINTAGE GROVE HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS 6th DAY OF AUGUST, 2014.

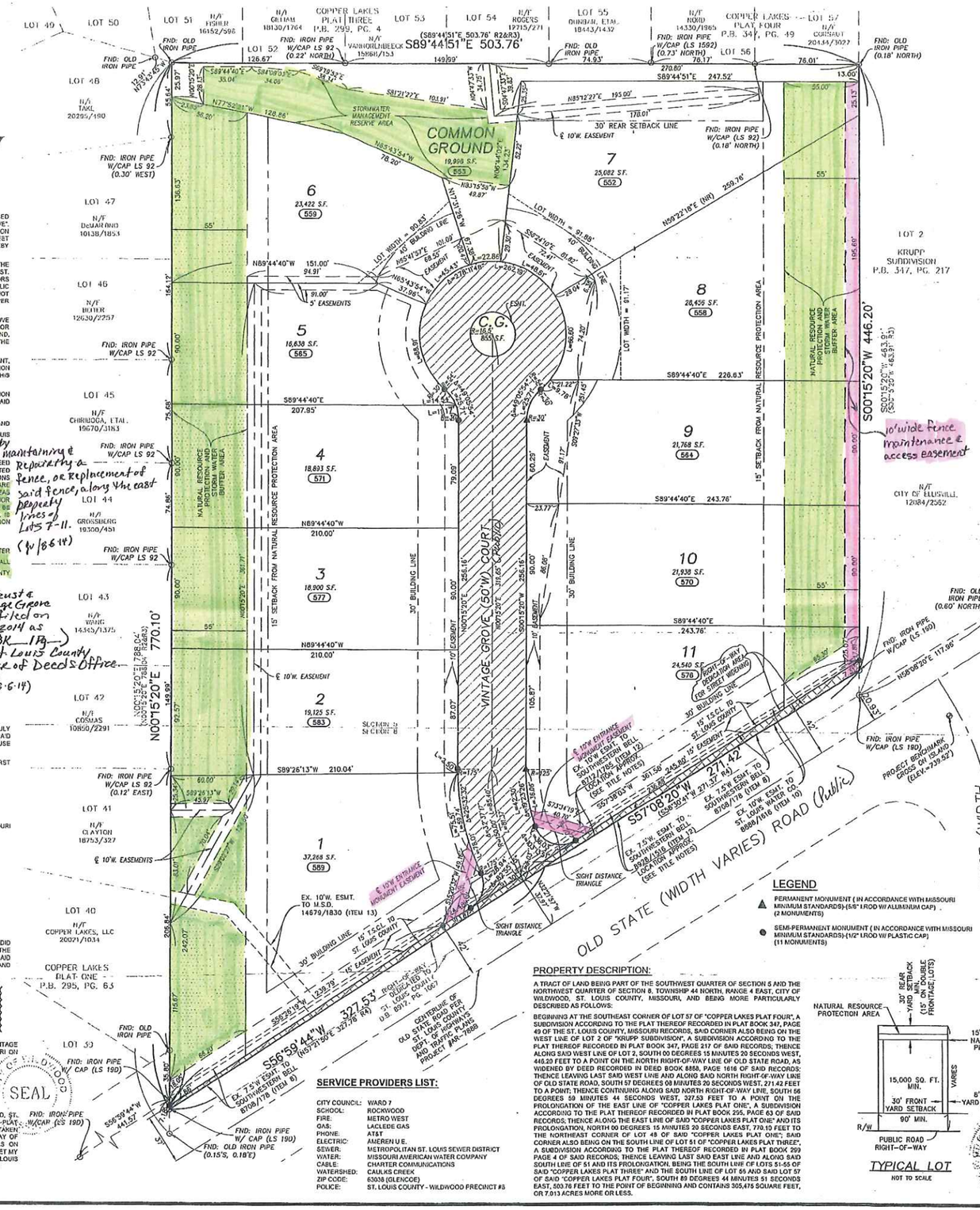
CITY OF WILDWOOD DEPARTMENT OF PLANNING

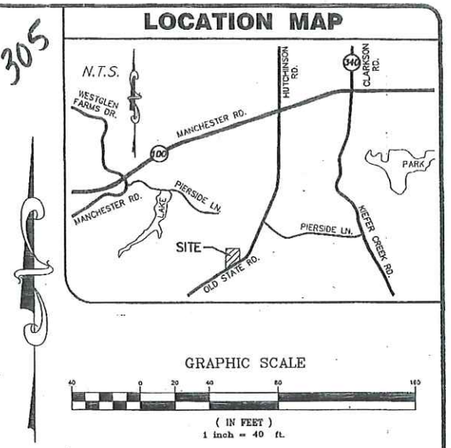
JOE VUJNICH, DIRECTOR OF PLANNING

I, LYNNE GREENE-BELDNER, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NUMBER 2024 UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE 28th DAY OF JULY, 2014. SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE. AS TESTIMONY WHEREOF, I HEREUNTO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI ON THIS 6th DAY OF AUGUST, 2014.

LYNNE GREENE-BELDNER, CITY CLERK

SEAL





GENERAL NOTES:

1. THE PROFESSIONAL WHOSE ORIGINAL SIGNATURE AND PERSONAL SEAL APPEARS ON THIS DRAWING, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS DRAWING AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO.) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY SAID PROFESSIONAL RELATING TO, OR INTENDED TO BE USED FOR, ANY PART OR PARTS OF THE PROJECT TO WHICH THIS DRAWING REFERS.
2. THIS TRACT CONTAINS 305,475 SQUARE FEET, OR 7.013 ACRES, MORE OR LESS AND 11 LOTS TOTAL COMMON GROUND AREA IS 0.459 ACRES, MORE OR LESS.
3. CURRENT PARCEL NUMBER: 24U610740 (915 OLD STATE ROAD)
4. BASIS OF BEARINGS ADOPTED FROM PLAT OF "COPPER LAKES PLAT ONE" AS RECORDED IN PLAT BOOK 295, PAGE 63 OF THE ST. LOUIS COUNTY RECORDS.
5. SOURCE OF TITLE: WARRANTY DEED TO PAYNE FAMILY HOMES, LLC RECORDED IN DEED BOOK 20610 PAGE 1635 OF THE ST. LOUIS COUNTY RECORDS.
6. PERMANENT MONUMENTS WILL BE SET WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS FOR LOT CORNERS WILL BE SET IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
7. ( ) DENOTES RECORD INFORMATION
8. THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP OF ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS COMMUNITY PANEL NO. 29189C0253H EFFECTIVE AUGUST 2, 1995. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
9. THIS PARCEL IS ZONED "R-1A" PRD MODIFIED BY CITY OF WILDWOOD ORDINANCE NO. 1861.
10. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY U.S. TITLE GUARANTY COMPANY, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 13-10769 UPDATE AND REVISION NO. 1 WITH AN EFFECTIVE DATE OF NOVEMBER 12, 2013. THE NOTES REGARDING SCHEDULE B, SECTION 2 OF SAID COMMITMENT ARE AS FOLLOWS:

ITEMS 1-3: GENERAL EXCEPTIONS: NO COMMENT BY SURVEYOR.
ITEM 4: INTENTIONALLY DELETED BY TITLE COMPANY.
ITEM 5: UNION ELECTRIC EASEMENT PER BOOK 1623 PAGE 115; BLANKET IN NATURE, AFFECTS ENTIRE SUBJECT PARCEL.
ITEMS 6 AND 7: INTENTIONALLY DELETED BY TITLE COMPANY.
ITEM 8: EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY PER BOOK 8708, PG. 178; NOTED AND SHOWN HEREON.
ITEM 9: SUBJECT TO CONDITIONAL USE PERMIT 555 RECORDED IN BOOK 8869 PAGE 818; BLANKET IN NATURE, AFFECTS ENTIRE SUBJECT PARCEL.
ITEM 10: EASEMENT TO ST. LOUIS COUNTY WATER COMPANY PER BOOK 8838 PAGE 1616: NOTED AND SHOWN HEREON.
ITEM 11: INTENTIONALLY DELETED BY TITLE COMPANY.
ITEM 12: EASEMENTS TO SOUTHWESTERN BELL TELEPHONE COMPANY PER BOOK 8712 PAGE 1785 AND BOOK 8928 PAGE 1516. DESCRIPTIONS OF LOCATION OF EASEMENTS AMBIGUOUS, PLOTTED LOCATIONS ARE APPROXIMATE.
ITEM 13: EASEMENT TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT PER BOOK 14679 PAGE 1830; BLANKET IN NATURE, AFFECTS ENTIRE SUBJECT PARCEL.
ITEMS 14 AND 15: GENERAL EXCEPTIONS: NO COMMENT BY SURVEYOR.
ITEMS 16, 17 AND 18: SUBJECT TO DEVELOPMENT PLANS PER PLAT BOOK 356, PAGES 536 AND 541 AND PLAT BOOK 361, PAGE 279. DOCUMENTS IN PLAT BOOK 356, PAGES 536 AND 541 HAVE BEEN SUPERCEDED BY ORDINANCE NO. 1861, WHICH GOVERNS THE DOCUMENT IN PLAT BOOK 361, PAGE 279 WHICH IS BLANKET IN NATURE, AFFECTING ENTIRE SUBJECT PARCEL.

BENCHMARKS:

REFERENCE BENCHMARK:
ST. LOUIS COUNTY BENCHMARK 17-98 - ELEVATION = 727.75' (NGVD 29)
"L" ON THE NORTHWEST CORNER OF A 5'x5' CONCRETE BASE FOR A FLAG POLE; 24 FEET SOUTH OF THE CENTERLINE OF THE ENTRANCE DRIVE AND 61 FEET NORTHWEST OF THE NORTHWEST CORNER OF THE BUILDING AT #261 OLD STATE ROAD (ELLISVILLE ELEMENTARY SCHOOL).

PROJECT BENCHMARK:
Elevation = 739.52' (NGVD 29)
"CROSS" SET IN CONCRETE ISLAND AT THE INTERSECTION OF OLD STATE ROAD AND RIDGE ROAD; 27 FEET SOUTH OF THE CENTERLINE OF OLD STATE ROAD, 3 FEET WEST OF FACE OF CURB ON EAST SIDE OF ISLAND, 93 FEET SOUTHWEST OF A POWER POLE WITH TRANSFORMER AND 70 FEET SOUTHEAST OF SOUTHEAST CORNER OF A WOODEN FENCE.

LEGEND

- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(5/8" I ROD W/ ALUMINUM CAP) (2 MONUMENTS)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(1/2" I ROD W/ PLASTIC CAP) (11 MONUMENTS)

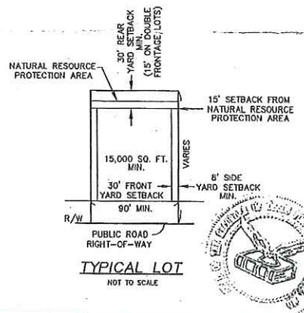
PROPERTY DESCRIPTION:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 4 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 57 OF "COPPER LAKES PLAT FOUR", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 49 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, SAID CORNER ALSO BEING ON THE WEST LINE OF LOT 2 OF "KRUPP SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 217 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF LOT 2, SOUTH 00 DEGREES 15 MINUTES 20 SECONDS WEST, 446.20 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD, AS WIDENED BY DEED RECORDED IN DEED BOOK 8858, PAGE 1616 OF SAID RECORDS; THENCE LEAVING LAST SAID WEST LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD, SOUTH 57 DEGREES 08 MINUTES 20 SECONDS WEST, 271.42 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 56 DEGREES 59 MINUTES 44 SECONDS WEST, 327.53 FEET TO A POINT ON THE PROLONGATION OF THE EAST LINE OF "COPPER LAKES PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 295, PAGE 63 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID "COPPER LAKES PLAT ONE" AND ITS PROLONGATION, NORTH 00 DEGREES 15 MINUTES 20 SECONDS EAST, 770.10 FEET TO THE NORTHEAST CORNER OF LOT 48 OF SAID "COPPER LAKES PLAT ONE"; SAID CORNER ALSO BEING ON THE SOUTH LINE OF LOT 51 OF "COPPER LAKES PLAT THREE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 299 PAGE 4 OF SAID RECORDS; THENCE LEAVING LAST SAID EAST LINE AND ALONG SAID SOUTH LINE OF LOT 51 AND ITS PROLONGATION, BEING THE SOUTH LINE OF LOTS 51-55 OF SAID "COPPER LAKES PLAT THREE" AND THE SOUTH LINE OF LOT 55 AND SAID LOT 57 OF SAID "COPPER LAKES PLAT FOUR", SOUTH 89 DEGREES 44 MINUTES 51 SECONDS EAST, 503.76 FEET TO THE POINT OF BEGINNING AND CONTAINS 305,475 SQUARE FEET, OR 7.013 ACRES MORE OR LESS.

SERVICE PROVIDERS LIST:

CITY COUNCIL:	WARD 7
SCHOOL:	ROCKWOOD
FIRE:	METRO WEST
GAS:	LACLEDE GAS
PHONE:	AT&T
ELECTRIC:	AMEREN U.E.
SEWER:	METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER:	MISSOURI AMERICAN WATER COMPANY
CABLE:	CHARTER COMMUNICATIONS
WATERSHED:	CAULKS CREEK
ZIP CODE:	63038 (GLENCOE)
POLICE:	ST. LOUIS COUNTY - WILDWOOD PRECINCT #3



TYPICAL LOT
NOT TO SCALE

JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963

STATE OF MISSOURI
JAMEY A. HENSON
PLS-2007017963
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE:

ORDER NUMBER: 13-08-294
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 487-0440

THIS IS TO CERTIFY THAT WE HAVE, BY ORDER OF PAYNE FAMILY HOMES AT "VINTAGE GROVE, LLC, DURING THE MONTH OF SEPTEMBER, 2013, MADE A SURVEY AND DURING THE MONTH OF MARCH 2014, MADE A SUBDIVISION PLAT OF "A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 4 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI" AND THAT RESULTS OF SAID SURVEY AND SUBDIVISION ARE REPRESENTED ON THIS PLAT. THIS SURVEY MEETS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16, EFFECTIVE AUGUST 28, 2013) AS AN "URBAN PROPERTY".

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS 25th DAY OF July, 2014.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963

SHEET 1 OF 1

HAMILTON WEBER LLC

To: Mayor and Members of City Council

From: John A. Young

Cc: Ryan Thomas, City Administrator

Date: January 19, 2017

Re: Review of Hearing and Appeal Procedures in City Code

Please find enclosed herewith a chart identifying each hearing or appeal provided for in the City Code.

KEY:

PH	Identified as a Public Hearing in City Code
H	Identified as a Hearing in City Code
NH	City Code provides for an Appeal with no hearing
*	Inference of an appeal process under the Code of Administrative Procedure (150.030-100) although not specifically referred to in the City Code.
SS	Hearing required by State Statute
DP	Hearing required by Constitutional Due Process
CC	Hearing required by City Charter
	Hearing not required by Constitution, Statute or City Charter
R	Hearing not required but recommended for reasons such as preserving "exhaustion of administrative remedies" defense.

Please note that zoning regulations may be appealable to the Board of Adjustment by way of a variance request; however, for the sake of clarity and brevity we have omitted express references to this process within this chart unless it is in furtherance of an administrative process. Also, for similar reasons, I have omitted hearings only set forth in the City Charter, such as impeachment hearings and initiative and referendum hearings.

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
ADMINISTRATION:							
1	105.105	H (R)	Complaint re: Campaign Finance	City Ethics Commission, which refers to Special Prosecutor	No	No	N/A
2	140.110	PH (CC)	Budget Hearing	City Council	No	No	N/A
3	150.030-.100	H (R)	Code of Administrative Procedure	Board of Administrative Review (Board of Adjustment)	No	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council.
PUBLIC HEALTH, SAFETY AND WELFARE:							
Public Nuisances:							
4	215.180	H (SS)	Nuisance: Dangerous Building	City Administrator or designee	Yes, board of administrative review (see item 3: 150.030-100)*	No	N/A
5	215.300, 215.310	PH (DP)	Nuisance: Vehicle	City Administrator	Yes board of administrative review (see item 3:	No (see item 3: 150.030-100)	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
					150.030-100)*		
6	217.100	H (DP)	Noise Control: Appeal by Persons Aggrieved by Any Decision, Ruling, or Order	Appeal Board (est. pursuant to 612.070 St. Louis Revised Code of Ordinances 1974, as amended)	No	No	N/A
7	217.110	PH (R)	Noise Code Variance	Appeal Board (est. pursuant to 612.070 St. Louis Revised Code of Ordinances 1974, as amended)	No	No	N/A
8	217.110	PH (DP)	Noise Code Variance Revoked or Modified	Appeal Board (est. pursuant to 612.070 St. Louis Revised Code of Ordinances 1974, as amended)	Yes; board of administrative review (see item 3: 150.030-100)*	No	N/A
9	217.150	PH	Promulgation of Regulations re: sound/vibration level measurement	St. Louis County Director of the Dept. of Community Health and Medical Care and Director of Planning and Parks	No	No	N/A
Solid Waste:							
10	230.310	H (DP)	Suspension of License: Waste Transport	City Council	No	No	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
11	230.320	H (see item 46: 605.210) (DP)	Revocation of Business License: Waste Transport	City Administrator (see item 46: 605.210)	Yes; board of administrative review (see item 3: 150.030-100)	Yes (see item 3: 150.030-100)	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
ZONING AND LAND USE:							
Planning and Zoning Commission:							
12	400.050	PH (SS)	Removal of Planning and Zoning Commission Citizen Member	City Council	No	No	N/A
Board of Adjustment:							
13	400.100	PH (SS)	Removal of Board of Adjustment Member	City Council	No	No	N/A
14	400.120(a)	PH (SS)	Appeals on Alleged Errors Made by Administrative Officials	Board of Adjustment	No	No	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
15	400.120(c)	PH (SS)	Zoning Variance: General	Board of Adjustment	No	No	N/A
Flood Plain Management:							
16	405.060	H (SS)	Floodplain Mgmt. Variance and Appeal	Board of Zoning Adjustment	No	No	N/A
17	405.080	PH (SS)	Amendment to Regulations re: Floodplain Management	City Council	No	No	N/A
NU District Regulations:							
18	415.090(I)(6)	PH (see item 20: 415.500) (R)	Appeal of Department of Planning Denial of Simplified Conditional Use Permit for Home Occupation in NU	Planning and Zoning Commission (see item 23: 415.500)	Yes; to City Council (see item 33: 415.530)	No	City Council has fifteen (15) days after receipt of Planning Commission's report granting application to exercise its power of review; if it does not, permit is deemed effective (see item 23: 415.500).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
C-8 District Regulations:							
19	415.190	PH (SS)	Approval of Site Development Plan and C-8 Planned Commercial District	Planning Commission (see item 35: 415.560)	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	Yes; appeal to board of adjustment (see item 15: 400.120)	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
20	415.190(L)(4)	NH	Appeal Decision by Planning Department in Reviewing Development Plan for C-8 District	Planning and Zoning Commission	Board of Adjustment	No	N/A
M-3 District Regulations:							
21	415.210(K)	PH (SS)	Approval of Site Development Plan and M-3 District	Planning and Zoning Commission (see item 35: 415.560)	Yes; to Planning and Zoning Committee and City Council (see item: 34: 415.530).	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
22	415.210(L)(4)	NH	Appeal/Denial of Amendment of Site Development Plan by Department of Planning: M-3 Planned Industrial District	Planning Commission	Yes; to Board of Adjustment	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
Conditional Use Permit:							
23	415.500(H)	PH (R)	Conditional Use Permit (General Procedure)	Planning Commission (see item 35: 415.560)	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	No	City Council has fifteen (15) days after receipt of Planning Commission's report granting application to exercise its power of review; if it does not, permit is deemed effective.
24	415.500(K)	PH	Conditional Use Permit: Amendment of Conditions of Conditional Use Permit (only if amendment is not consistent with the original proposal)	Planning Commission (see item 35: 415.560)	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	No	City Council has fifteen (15) days after receipt of Planning Commission's report granting application to exercise its power of review; if it does not, permit is deemed effective.

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
25	415.500(L)	NH	Appeal of Decision of Planning Department re: Development Plans for CUP	Board of Adjustment	No	No	N/A
PRD							
26	415.510(J)	PH (SS)	PRD: Application and Preliminary Development Plan	Planning and Zoning Commission (see item 34: 415.560)	Yes; to City Council and Planning and Zoning Committee by either petitioner or specified nearby property owners (see item 34: 415.530)	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
27	415.510(O)(1)	PH (SS)	PRD: Amendment of Conditions of PRD (only if Planning and Zoning Commission Submits to City Council Resolution for new Public Hearing)	Planning and Zoning Commission (see item 35: 415.560)	Yes; City Council and Planning and Zoning Committee and City Council (see item 34: 415.530).	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
28	415.510(O)(2)	PH (SS)	PRD: Amendment of Site Development Plans (only if Planning and Zoning Commission Submits to City Council Resolution for new Public Hearing)	Planning and Zoning Commission (see item 35: 415.560)	Yes; City Council and Planning and Zoning Committee and City Council (see item 34: 415.530).	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
29	415.510(P)	NH	Appeal of Decision of Department re: Review of Development Plan for PRD	Planning Commission	Yes; board of adjustment	No	N/A
30	415.510(Q)	PH (SS)	PRD: Termination of PRD	Planning Commission (see item 35: 415.560)	No	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
Landmark and Preservation Area:							
31	415.520(J)	PH (SS)	Application for Landmark and Preservation Area ("LPA")	Planning Commission	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
32	415.520(L)(1)	PH (SS)	Amendment of Conditions for LPA (only if Planning and Zoning Commission submits to Council a Resolution for a New Public Hearing)	Planning Commission	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).
33	415.520(L)(2)	PH (SS)	Amendment of Site Development Plan for LPA (only if Planning and Zoning Commission submits to Council a Resolution for a New Public Hearing)	Planning Commission	Yes; to City Council and Planning and Zoning Committee (see item 34: 415.530)	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration (see item 35: 415.560).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
Appeal and Protest Procedures:							
34	415.530	PH	Appeal or Protest of Planning and Zoning Procedure	Planning and Zoning Committee or City Council	No	No	Following the hearing by City Council or Committee on Planning and Zoning, City Council may affirm, reverse, or modify in whole or in part any determination of Commission.
Zoning Amendment Procedures – Generally:							
35	415.560(C)	PH (SS)	Amendment of Zoning Classification (General Procedures)	Planning Commission	Yes; City Council and Planning and Zoning Committee (see item 34: 415.530)	No	If the bill granting or denying the application is not introduced in the City Council within 90 days of receipt of report by Planning and Zoning Commission, it shall be deemed denied. Council may approve, deny, modify, or refer for further consideration.
Adult-Oriented Businesses:							
36	415.590	PH (DP)	Appeal from License Denial/ Suspension/ Revocation: Adult-Oriented Business	City Council	Yes; board of administrative review (see item 3: 150.030-100)*	No	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
Subdivisions:							
37	420.140	PH (SS)	Vacation of Subdivision (only if opposition is made)	City Council	No	No	N/A
38	420.300	PH (R)	Petition for Exception to Subdivision and Development Sewer Regulations	Planning Commission	No	No	N/A
Communication Towers:							
39	430.070	PH (see item 20: 415.500) (R)	Conditional Use Permit: Certain Communications Antennae and Support Structures	Planning and Zoning Commission	Yes; to City Council (see item 34: 415.530)	No	City Council has fifteen (15) days after receipt of Planning Commission's report granting application to exercise its power of review; if it does not, permit is deemed effective (see item 23: 415.500).
Historic Properties:							
40	440.040	PH (R)	Nomination: Historic Properties or Elements onto Historic Registry	Historic Preservation Commission	Yes; to City Council after rec. sent	Yes; designation may be amended or rescinded upon petition to Historic Preservation Commission	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
BUILDING AND CONSTRUCTION:							
41	510.040	PH	Promulgation of Regulations re: Sewage and Waste Disposal	St. Louis County Health Commissioner	No	No	Rules and regulations will thereafter be presented to the City Council for its approval
LICENSING:							
Liquor Licenses:							
42	600.050(C)	H	Application for New License: Alcoholic Beverages	City Council	Yes; board of administrative review (see item 3: 150.030-100).	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
43	600.050(E)	H	Application for License Renewal: Alcoholic Beverages	City Council (if written protest to renewal)	Yes; board of administrative review (see item 3: 150.030-100).	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
44	600.080	H (DP)	Suspension/Revocation of Liquor License	City Council	Yes; board of administrative review (see item 3: 150.030-100).	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
Business Licenses:							
45	605.070	H	Application for License: Business (General)	City Council	No	Yes; board of administrative review (see item 3: 150.030-100)*	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
46	605.210	H (DP)	Revocation or Suspension of License: Any Type	City Administrator	Yes; to Finance and Administration Committee of the City Council	Yes; board of administrative review (see item 3: 150.030-100)*	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
47	620.090	H (DP)	Revocation or Suspension of License: Tow Truck	Director of Finance and Administration of the City	Yes; board of administrative review (see item 3: 150.030-100)*	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
48	625.260	H	Appeal of Denial of License: Home Day Care	Director of Department of Planning	Yes to the Board of Adjustment (626.290)	No	N/A

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
49	625.290, 625.300	PH (R)	Revocation, Denial or Suspension of License: Home Day Care (appeal alleged errors by Director)	Day Care Home Commission (Board of Adjustment)	Yes; board of administrative review (see item 3: 150.030-100)*	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
50	630.050	H (DP)	Appeal of Denial of Application for New or Renewed License: Alarm Systems	Director of Licenses of St. Louis County and his/her duly authorized agents or the City Administrator	Yes; board of administrative review (see item 3: 150.030-100)*	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).
51	630.130	H (DP)	Revocation or Suspension of License: Alarm Systems	Director of Licenses of St. Louis County	Yes; board of administrative review (see item 3: 150.030-100)*	No	Council or Mayor may remove any matter to the Council for review. No petition shall become final for purposes of judicial review of the action subject to review until the effective date of Council action on the petition, or upon expiration of 30 days after petition filed with the Council (see item 3: 150.030-100).

Item No.	Code Section	Type of Hear-ing*	Purpose of Hearing	Before What Body	Appeal	Further Administrative Appeals Authorized	Council's/City's Rights
Utility Installation Permits:							
52	635.020, 635.120	H	Accessory Utility Facilities/Utility Installation Permit	Planning and Zoning Commission (see item 23: 415.500)	Yes; City Council and Planning and Zoning Committee (see item 34: 415.530)	No	City Council has power of review, the time limit for which is limited to a single meeting date unless extended by vote.