

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE CERTAIN PUBLIC ROADS, RIGHTS-OF-WAY, AND PARKS MAINTENANCE AGREEMENTS ON BEHALF OF THE CITY WITH CERTAIN CONTRACTORS FOR PUBLIC ROADS, RIGHTS-OF-WAY, AND PARKS MAINTENANCE WITHIN THE CITY.

WHEREAS, each year, the City of Wildwood, Missouri (the “City”), solicits bids for the maintenance of its public roads, rights-of-way and parks; and

WHEREAS, the City provided notice to contractors and advertised publicly for contractors to submit bids for the FY 2024 Municipal Maintenance Contracts; and

WHEREAS, on October 12, 2023, sealed bids were opened for the FY 2024 Municipal Maintenance Contracts, whereby a total of twenty-one (21) contractors submitted bids for work as shown on the project specifications and bid documents.

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 Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Rahm Landscaping Corporation, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Rahm Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Rahm 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 Rahm Agreement and this Ordinance.

Section Two. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Kelpe Contracting, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit B**, and incorporated by reference herein (the “Kelpe Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Kelpe Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Kelpe Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Kelpe Agreement and this Ordinance.

Section Three. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and T. Hill Construction, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit C**, and incorporated by reference herein (the “T. Hill Agreement”), be and they hereby

are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such T. Hill Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the T. Hill Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the T. Hill Agreement and this Ordinance.

Section Four. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Fontana Contracting Company, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit D**, and incorporated by reference herein (the “Fontana Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Fontana Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Fontana Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Fontana Agreement and this Ordinance.

Section Five. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Westfall Hauling, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit E**, and incorporated by reference herein (the “Westfall Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Westfall Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Westfall Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Westfall Agreement and this Ordinance.

Section Six. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Omni Tree Service, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit F**, and incorporated by reference herein (the “Omni Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Omni Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Omni Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Omni Agreement and this Ordinance.

Section Seven. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Go Green! Lawn & Landscape, L.L.C., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit G**, and incorporated by reference herein (the “Go Green Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Go Green Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Go Green Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Go Green Agreement and this Ordinance.

Section Eight. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Collins & Hermann, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit H**, and incorporated by reference herein (the “Collins Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Collins Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Collins Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Collins Agreement and this Ordinance.

Section Nine. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Bob Otto Striping Services, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit I**, and incorporated by reference herein (the “Otto Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Otto Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Otto Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Otto Agreement and this Ordinance.

Section Ten. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and STF, LLC, d/b/a Traffic Control Company, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit J**, and incorporated by reference herein (the “STF Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such STF Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the STF Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the STF Agreement and this Ordinance.

Section Eleven. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Landcare, LLC, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit K**, and incorporated by reference herein (the “Landcare Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Landcare Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Landcare Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Landcare Agreement and this Ordinance.

Section Twelve. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Meyer Electric Company, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit L**, and incorporated by reference herein (the “Meyer Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Meyer Agreement in

substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Meyer Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Meyer Agreement and this Ordinance.

Section Thirteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Ellsworth Industries, LLC, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit M**, and incorporated by reference herein (the “Ellsworth Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Ellsworth Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Ellsworth Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Ellsworth Agreement and this Ordinance.

Section Fourteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Clen Industries, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit N**, and incorporated by reference herein (the “Clen Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Clen Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Clen Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Clen Agreement and this Ordinance.

Section Fifteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Gaehle Contracting, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit O**, and incorporated by reference herein (the “Gaehle Contracting Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Gaehle Contracting Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Gaehle Contracting Solutions Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Gaehle Contracting Agreement and this Ordinance.

Section Sixteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Simply Bright Ideas, Inc., relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit P**, and incorporated by reference herein (the “Simply Bright Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Simply Bright Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Simply Bright Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Simply Bright Agreement and this Ordinance.

Section Seventeen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Authorized Electric, LLC, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit Q**, and incorporated by reference herein (the “Authorized Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Authorized Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Authorized Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Authorized Agreement and this Ordinance.

Section Eighteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Leritz Busy Bee Paving, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit R**, and incorporated by reference herein (the “Leritz Busy Bee Paving Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Leritz Busy Bee Paving Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Leritz Busy Bee Paving Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Authorized Agreement and this Ordinance.

Section Nineteen. That the form, terms, and provisions of the Public Roads, Rights-of-Way & Parks Maintenance Agreement by and between the City and Sweeten’s Sealing, relating to the maintenance of public roads, rights-of-way and parks within the City, attached hereto, marked as **Exhibit S**, and incorporated by reference herein (the “Sweeten’s Sealing Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Sweeten’s Sealing Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Sweeten’s Sealing Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Sweeten’s Sealing Agreement and this Ordinance.

Section Twenty. The total aggregate expenses and liability of the City under the Agreements authorized pursuant to Sections One through Nineteen of this Ordinance, shall not exceed the amount of \$2,470,600.00, except that the City Council may by resolution increase said amount upon recommendation by the City Administrator and Director of Public Works.

Section Twenty-One. Savings. 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 Twenty-Two. Severability. 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 Twenty-Three. This Ordinance shall be in full force and effect from and after its final passage and approval.

This Bill was passed and approved this 14th day of December, 2023, 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



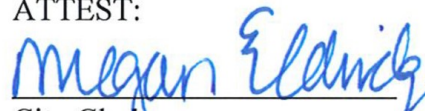
James R. Bowlin, Mayor

ATTEST:



City Clerk

ATTEST:



City Clerk