

RESOLUTION #2019-01

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT WITH JILL VON GRUBEN, OF THE WILDWOOD HISTORICAL SOCIETY, FOR ADDITIONAL WORK ON THE WILDWOOD HISTORY BOOK THAT WAS REQUESTED BY THE HISTORIC PRESERVATION COMMISSION AND THE DEPARTMENT OF PLANNING FOR THE PLANNED 2019 CHAPTER OF IT. (Wards - All)**

**WHEREAS**, the Historic Preservation Commission has been working on the development of a Wildwood History Book that is to be completed by the City's twenty-fifth anniversary, which explains this area's prehistory through its incorporation effort, and including today; and

**WHEREAS**, to ensure the book was accurate, complete, and comprehensive, the Historic Preservation Commission sought additional support in its development and contacted the Wildwood Historical Society for assistance; and

**WHEREAS**, Jill Von Gruben, a member and leader within the Society, agreed to assist the City's Historic Preservation Commission in this regard and developed a fee structure for these purposes, which has covered the last two (2) years of the book's development; and

**WHEREAS**, the work that is planned by Ms. Von Gruben for the 2019 chapter will cover an era of time from the Roaring 20's to 1990 and such an undertaking will utilize a number of resources to complete it, along with responding to the direction of the City's Commission Members in this regard; and

**WHEREAS**, the work that Ms. Von Gruben has provided to the City to this point has been well received, accurate, and engaging, and the Historic Preservation Commission of the City of Wildwood would like to continue this arrangement with the author for the next chapter (#4) in the Wildwood History Book; and

**WHEREAS**, the proposed contract amount for this planned work on this chapter is sixteen thousand dollars (\$16,000.00); and

**WHEREAS**, the Department of Planning and Parks had prepared its budget for Fiscal Year 2019 to accommodate the needed funding for this chapter and such is available for use toward this purpose; and

**WHEREAS**, this amount reflects the depth of effort the Historic Preservation Commission is taking to create a book worthy of Wildwood, and this area's history.

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

**Section One.** The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to execute a contract with Jill Von Gruben for work on the Wildwood History Book - Chapter 4, which covers the period of time from World War I (the Roaring 20's) to 1990.

**Section Two.** The amount of this contract shall not exceed a total of sixteen thousand dollars (\$16,000.00) and substantially comply with the terms and conditions, as set forth in the attached document and associated attachments.

**Section Three.** This Resolution shall be in full force and effect after its passage by the City Council.

Passed and approved this \_\_\_\_\_ day of January 2019.

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The Honorable James R. Bowlin, MAYOR

**ATTEST:**

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Amanda Foster, City Clerk

City of Wildwood  
**CONSULTANT / SERVICES AGREEMENT**

DEPARTMENT: Planning

DATE: January 14, 2019

THIS AGREEMENT, made and effective this 14th day of January, 2019, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Wildwood Historical Society, hereinafter referred to as "Consultant", with a business address of: 18750 State Route 100, Wildwood, Missouri 63069.

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:

Research and writing of Chapter 4 in Wildwood's written history project. This chapter will include the era of time between 1920 to 1990. Inclusive in this Agreement will be the review of the work products by the City's Historic Preservation Commission. Specifications and requirements associated with this Agreement and work product are set forth in Attachment B of this Agreement.

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

**II. COMPENSATION**

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

a sum not to exceed sixteen thousand dollars (\$16,000.00), as set forth on an Attachment B attached hereto and incorporated herein.

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

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. SCHEDULE OF WORK**

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before January 14, 2019, shall be completed on or before June 28, 2019, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

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

\_\_\_\_\_  
Consultant  
  
By \_\_\_\_\_  
  
Title \_\_\_\_\_

\_\_\_\_\_  
City of Wildwood  
  
By \_\_\_\_\_  
  
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