

**CITY OF DARDENNE PRAIRIE
2032 HANLEY ROAD
DARDENNE PRAIRIE, MO 63368**

**BOARD OF ALDERMEN
WORKSHOP AGENDA
NOVEMBER 2, 2016
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Ordinance to join the Missouri Clean Energy District (Mayor)
2. Discussion of Police Contract 2017-2019 (Mayor)
3. Basement Repair (Easley)
4. Short Term Goals (0 – 3 year projects)
5. Long Term Goals (3 – 10 year projects)
6. Review of Board of Aldermen Meeting Agenda (11-02-16)

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. Staff
4. Aldermen
5. Mayor

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____
Litigation and Privileged Communications (1)
Real Estate (2)
Personnel (3)
Labor (9)
Bid Specs (11)
Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE)
MEETING DATE: **November 2, 2016**
Regular () Work Session ()
ATTACHMENT: YES () NO ()
Contract () Ordinance () Other ()

Request for Board Action
By: **Mayor**

Ward: All

- **Description: Ordinance to join the Missouri Clean Energy District and enable residents to obtain financing for certain home improvements through the Property Assessed Clean Energy (PACE) Program**

- **Recommendation: Staff – Approve () Disapprove ()**

- **Summary/Explanation:** The Board heard from Mr. Tom Dempsey in July concerning the Missouri Clean Energy District proposal. Some documents from his presentation and subsequent correspondence are attached.
- Several Cities in St. Charles County and across the state are already participating.
- This program operates at no cost to the City.
- This program enables citizens who want to finance certain home improvements to obtain loan financing from the MCED at a flat rate (contrasted to a variable HELOC rate) and arrange for the payment of the loan through an assessment payable along with Real Property taxes.
- The City does not administer the program or have any involvement in collecting payments.

- **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

NONE

RBA requested by: Mayor Zucker CA: _____

RBA FORM (OFFICE USE)

MEETING DATE: **November 2, 2016**

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance () Other ()

Request for Board Action
By: Mayor ZUCKER

Ward: All

- **Description: Consider and discuss the proposed Contract with St. Charles County for Police Services in Dardenne Prairie**

Recommendation: Staff – Approve (X) Disapprove ()

- The City of Dardenne Prairie authorized a three-year contract with St. Charles County to obtain police services. The Contract expires at the end of 2016
- The County proposes another 3-year contract for calendar years 2017-2019.
- Police service includes one officer for a total of 16 hours per day, 7 days a week between the hours of 7 AM and 11PM. Other services are included (e.g., SWAT, forensics, detective bureau, dispatch, records searches, etc.) See the attached draft contract.
- The price for 2017 will be \$330,501. Prices rise in 2018 and 2019 per the attached draft.
- The mayor proposes to put the contract to a vote of the BOA on November 16.

Budget Impact: \$330,501 in 2017; higher in subsequent years

RBA requested by: Mayor Zucker

FIFTH INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES

AGREEMENT BETWEEN ST. CHARLES COUNTY

AND THE CITY OF DARDENNE PRAIRIE

This contract (hereinafter "Agreement") is by and between St. Charles County, Missouri on behalf of the St. Charles County Police Department (hereinafter "County") and the City of Dardenne Prairie, Missouri (hereinafter "Municipality"), which parties enter into this three-year Agreement establishing the St. Charles County Police Department as the law enforcement authority for the City of Dardenne Prairie. This Agreement is effective on the date of execution of the last signatory to this contract.

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement:

Section I: Definitions

CITY CODE: Most recently published Code of the City of Dardenne Prairie, as amended from time to time.

CITY HALL: Shall mean the building designated as the City Hall of the City of Dardenne Prairie, Missouri located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368.

CONTRACT YEAR: Shall mean either, Year One, Year Two or Year Three of the Agreement as those terms are defined in this Section.

COUNTY: The words "the County" or "this County" shall mean the County of St. Charles, Missouri.

Capt. [Signature]
10/25/16

[Signature]

MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.

STATE: The words "the State" or "this State" shall mean the State of Missouri.

SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.

YEAR ONE: Shall mean the term of January 1, 2017 to December 31, 2017.

YEAR TWO: Shall mean the term of January 1, 2018 to December 31, 2018.

YEAR THREE: Shall mean the term of January 1, 2019 to December 31, 2019.

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon two personnel, namely Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality sixteen (16) hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by

increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.

When Officers are not present within the Municipality's corporate limits, County will respond to emergency calls from the citizens of Dardenne Prairie for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations.

The responsibilities and obligations of the parties are set out in further detail below.

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for one hundred twelve (112) hours per week (usually 16 hours per day).
2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Dardenne Prairie" on the driver and passenger front quarter panel of the vehicle, if the Municipality so requests.
3. Patrol and response services shall be delivered in the first instance by Officers assigned sixteen (16) hours each day, seven days a week, such time is projected to be split across the day (7 a.m. to 3 p.m.) and evening (3 p.m. to 11 p.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in

numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.

4. Back-up and support of the Police Department shall be available to that Officer in the same manner as to all Officers of the Police Department, including but not limited to, Support Services.

5. While Officers are on duty and present in the Municipality, they shall operate within the Police Department's normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality's corporate limits. If there are other Officers available and within reasonable response time, other Officers will be called first for back-up. Likewise, all Officers on duty will be available as back-up to Officers operating in Municipality.

6. As part of Support Services, the St. Charles County Police Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:

- a. Dispatching of officers to 9-1-1 calls;
- b. Dispatching of officers to calls received from seven-digit dialing;
- c. REGIS transactions;
- d. MULES transactions;
- e. Status checks;
- f. Criminal history checks;
- g. Dispatching service calls (non-emergency); and
- h. other dispatching services as may be required from time to time.

7. Officers will write violations of the law making reference to violations of existing Ordinances of the City of Dardenne Prairie, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Officers enforce private subdivision covenants. County shall provide a protocols manual for Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient

Summons books throughout the year for the assigned Officers, and such additional Officers who will provide coverage on the assigned officers' training days and days off. Officers shall be available to testify as necessary in Dardenne Prairie Municipal court.

8. The St. Charles County Police Department will provide law enforcement warrant entries and maintenance of Municipality's warrant file. So long as St. Charles County Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, there will be no additional cost for the items listed in Subsection III.A.6 of the Agreement.

9. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

10. The Police Department shall provide all necessary training to such Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer Standards and Training continuing education hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.

11. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such

operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.

12. The County shall maintain complete and accurate records and books of account in accordance with generally accepted accounting principles, in relation to the services provided pursuant to this Agreement.

B. Obligations of the Municipality:

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.
2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.
3. Agree that Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Department staff or Officers directly.
4. Provide copies of Municipality's ordinances and sufficient summons books throughout the year for the assigned Officers.
5. Provide a designated area at City Hall for Officers to use to complete reports, make follow-up calls, and complete other tasks ancillary to their work in Municipality.

6. As provided in Addendum to Police Services Contract attached to and incorporated in this Agreement, protect from interference any microwave paths of the St. Charles County Digital P25 Land Mobile Radio Microwave System, if those paths are within Municipality's jurisdiction.

C. All law enforcement services and Support Services shall be according to Police Department protocols, which shall be available in written form to Municipality.

Section IV: Limitations

A. This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by County and Municipality.

B. Municipality has no authority to bind or obligate County without prior written approval of County.

Section V: Term of the Contract and Fees

A.

1. County and Municipality enter into this Agreement for a term covering the period of January 1, 2017 through December 31, 2019. County will begin services only upon payment of the amount for 2017.

2. County and Municipality have reached agreement and understand that the Agreement calls for County to employ two (2) Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it cancel the Agreement during any year, County shall retain the remainder of that

year's contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year's contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount.

B. Municipality agrees to pay \$317,301 per annum for continuous law enforcement services for sixteen (16) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring two (2) Officers and the acquisition of capital equipment, all as more fully set out in Exhibit A. The Municipality agrees to pay the actual cost of law enforcement services for sixteen (16) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be \$325,279 per annum for Year Two and \$333,498 for Year Three of the Agreement; however County and Municipality agree that this number is an estimate and Municipality will pay no more nor less than the County's actual cost. The County agrees that it will bill the annual payment by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due by December 31st of the year preceding each contract year.

C. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the municipality of Dardenne Prairie, County will waive the fees associated with the services described in Section III subsections A.6 and 8 of the Agreement.

D. Revision to Services and Agreement

1. Permanent Revisions to Services Provided. The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department on or before October 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in Exhibit A.

2. Temporary Increases to Services Provided. The parties also recognize that there may be desire from the Municipality to temporarily increase levels of service, such as for annual events. The parties agree that such temporary increases in levels of service may be negotiated by the Municipality and the County. The costs of such service shall be determined in the same manner as the costs set forth in Exhibit A. Such additional service is subject to the availability of commissioned police officers of the County. The inability of the County to provide additional police officers at a time or place requested by the Municipality shall not constitute a breach of this Agreement. Such temporary increase may be effective upon written agreement between the Municipality and the Chief of Police.

3. This Agreement, including the contents of any and all documents incorporated by reference, comprises the entire Agreement between the parties. There are no additional promises, terms, conditions, or obligations other than those contained in the Agreement herein or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to

this Agreement must be in writing, with the mutual consent of the parties and signed by the parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

Section VI: Termination

A. This Agreement shall be in effect for a term covering the period of January 1, 2017 through December 31, 2019, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this third three (3) year term, however nothing in this Agreement binds the parties to a longer term.

B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the signature page in Section VII, subject however, to the liquidated damages set forth in Section V.

C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.

D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection B, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within forty-five (45) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this

Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection A.2.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:

County Executive Steve Ehlmann
Executive Office Building
100 North Third Street, Suite 318
St. Charles, Missouri 63301
E-mail: Executive@sccmo.org

with copies to:

Chief of Police
101 Sheriff Dierker Court O'Fallon, MO 63366
E-mail: Chief@sccmo.org

and

County Counselor
Executive Office Building
100 North Third Street, Suite 216
St. Charles, Missouri 63301
E-mail: Counselor@sccmo.org

If to Municipality:

Mayor David C. Zucker
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Facsimile number: (636) 625-0077

with copy to:

Mr. John A. Young Hazelwood & Weber LLC
200 North Second Street
St. Charles, Missouri 63301
Facsimile number: (636) 947-1743

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 ("Radio Microwave Agreement") have a common interest in protecting that Radio Microwave System's microwave transmission paths from interference. To that end, each party to this Agreement shall:

- A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and
- B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:

1. Adopt:

a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri ("OSCCMo"), "Noninterference with St. Charles County's Emergency Microwave Communications System," for the purpose of; and/or

b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System's microwave transmission paths from interference by tall structures; and

2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County's GIS mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County ("System Manager") for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County's System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant's proposed structure, in which negotiations:

a. The party shall secure County's access to any System Infrastructure (as defined in the above mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and

b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

WHEREFORE, the parties hereto have executed this Agreement, with the effective date of the day and year last written below.

CITY OF DARDENNE PRAIRIE,
MISSOURI

ST. CHARLES COUNTY, MISSOURI

David C. Zucker, Mayor

Steve Ehlmann, County Executive

Date

Date

ATTEST:

RECOMMENDED BY:

City Clerk

Colonel David Todd, Chief of Police

Date

ATTEST:

Ruth Miller, County Registrar

**DARDENNE PRAIRIE CONTRACT
EXHIBIT A**

Account Number	Account Description	2017		2018		2019	
		Gr 209		Gr 209		Gr 209	
		Annual Adjustment	2 Officers	Annual Adjustment	2 Officers	Annual Adjustment	2 Officers
001-8200-421-41210	PERMANENT-FULLTIME	59,017	118,034	60,787	121,575	62,611	125,222
001-8020-421-42110	HEALTH INSURANCE	10,166	20,332	10,471	20,942	10,785	21,570
001-8200-421-42120	DENTAL INSURANCE	770	1,541	794	1,587	817	1,635
001-8200-421-42130	LIFE INSURANCE	84	168	84	168	84	168
001-8200-421-42140	DISABILITY	183	367	189	378	195	389
001-8200-421-42200	SOCIAL SECURITY CONTRIBUTIONS	3,678	7,356	3,788	7,577	3,902	7,804
001-8200-421-42300	RETIREMENT CONTRIBUTIONS	6,787	13,574	6,991	13,981	7,200	14,401
001-8200-421-42910	EMPLOYEE ASSISTANCE PROGRAM	21	42	21	42	21	42
001-8200-421-42330	DEFERRED COMPENSATION	1,771	3,541	1,824	3,647	1,878	3,757
001-8100-421-44360	EQUIPMENT REPAIRS	442	884	464	928	487	975
001-8100-421-44400	VEHICLE REPAIRS & MAINT (ISF)	1,700	3,400	1,700	3,400	1,700	3,400
001-8100-421-44530	VEHICLE RENTAL (ISF)	8,750	17,500	8,750	17,500	8,750	17,500
001-8100-421-46210	GASOLINE & DIESEL FUEL	4,167	8,333	4,167	8,333	4,167	8,333
001-8100-421-46520	COMMUNICATIONS	890	1,780	890	1,780	890	1,780
001-8100-421-46571	UNIFORM ALLOWANCE-COMM. OFF.	630	1,260	630	1,260	630	1,260
001-8200-421-46190	MISCELLANEOUS SUPPLIES	100	200	100	200	100	200
001-8200-421-46580	PATROL/TRAFFIC	-	-	-	-	-	-
	TOTAL (does not include equipment)	99,156	198,313	101,650	203,299	104,218	208,436
	Hourly rate -	27.17	54.33	27.85	55.70	28.55	57.11
	contract of 16 hours/day (16/day x 365 = 5,840/year)	158,650	317,301	162,640	325,279	166,749	333,498
	EQUIPMENT TO BE ADDED ON:						
001-8200-421-47450	LAW ENFORCEMENT EQUIPMENT	6,600	13,200	-	-	900	1,800
	Contract Total	330,501	661,001	330,501	660,558	333,649	666,996

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 11/02/2016

Regular () Work Session ()

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance (X) Other ()

Request for Mayoral Action
By: Staff

- **Description:** Estimates/bids for repair@ City Hall, basement wall leak. Bids attached.

- **Recommendation:** Staff – Approve () Disapprove ()

• **Summary/Explanation:**

*The following companies submitted quotes for improvements/repair to the leak in the basement of City Hall. The wall facing east at the bottom of the staircase leaks intermittently during rain events. I have contacted six companies to have their recommendations expressed to stop or at least control/divert the water. Of the six companies, Acculift is the only contractor suggesting to remove the existing concrete on the exterior of the building and repair the leak from the outside. The costs will include all materials, supplies and labor to complete the project. The City staff will repair the wall once completed. (Attachments)

* Quackers Waterproofing and Basement Repair, LLC: \$2,275.00

* Pro Basement Inc: \$2,975.00

* Acculift: \$4,380.00

* The Crack Medic: No Response

* Woods Basement Systems: \$2,424.60

* Helitech: Declined to bid

- **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

*Building maintenance

RBA requested by: Bob Easley

Mayor: _____

ACCULIFT

9 Mingo Lane • O'Fallon, Missouri 63368
 636/561-2633 • Fax 636/561-5966

Family Owned & Quality Committed

CONTRACT

CUSTOMER NAME CITY OF DARDENNE PRAIRIE		HOME PHONE	WORK PHONE
ADDRESS 2032 HANLEY RD.		JOB ADDRESS 2032 HANLEY RD.	
CITY / STATE / ZIP DARDENNE PRAIRIE, MO 63368		DATE 10/19/2016	CONTRACT NUMBER
<input type="checkbox"/> Installation of _____ galvanized steel piers to stabilize the vertical settlement of foundation in areas listed below and shown on diagram. Foundation will be raised to achieve as much realignment as structurally possible. Each pier will be hydraulically driven to bedrock or equal load bearing strata. _____ feet of 3 1/2" galvanized steel pipe is provided with each pier. After _____ feet, an additional fee of \$ _____ per foot will be assessed. All excavations will be backfilled and compacted. Necessary concrete and asphalt will be replaced.			
<input type="checkbox"/> Installation of _____ helical piers. _____ feet of material will be provided with each pier. After _____ feet an additional fee of \$ _____ per foot will be assessed.			
<input type="checkbox"/> Epoxy/Urethane injection of _____ crack(s) in foundation, totaling _____ feet.			
<input type="checkbox"/> To carbon fiber repair _____ crack(s) in foundation, totaling _____ feet.			
<input type="checkbox"/> To install _____ carbon fiber wall support straps.			
<input checked="" type="checkbox"/> To install exterior waterproof membrane.			
<input type="checkbox"/> To install _____ vertical I-beam foundation wall supports.			
<input type="checkbox"/> To install _____ helical tie backs in foundation wall.			
<input type="checkbox"/> Installation of _____ feet of interior/exterior hydrostatic pressure relief drain tile systems. The drain tile system will include a 12" to 15" removal of the concrete floor at perimeter. There will be an excavation of a gravity flow trench under floor leading to 24" sump pit. The sump pit will contain an automatic sump pump and check valve with a P.V.C. discharge to exterior. Next, a perforated filter clothed drain tile line surrounded by clean creek gravel will be installed which empties into sump pit. Finally, the concrete floor will be replaced.			
<input type="checkbox"/> To mudjack and fill voids under concrete slabs with crushed limestone and cement grout.			
<input type="checkbox"/> Concrete slabs will be raised to achieve as much realignment as structurally possible. There is a three yard limit on material, after three yards there will be an additional cost of \$125.00 per yard, mixed and pumped under concrete slab.			
<input type="checkbox"/> To install _____ foundation wall support braces.			

All descriptions are based on exterior frontal view.

• TO SAW CUT, TEAR OUT, AND REPLACE FOUR (4) CONCRETE SLABS (90 SQ. FT.) AT THE REAR ENTRANCE TO CITY HALL. THE SLABS WILL BE REPOURED WITH A BROOM FINISH.

• THE FOUNDATION WILL BE EXCAVATED BY HAND AT THE REAR EXTERIOR OF THE BUILDING WHERE THE CONCRETE IS REMOVED. THE EXCAVATION WILL BE A MINIMUM OF TWO FEET (2') DEEP. THE FOUNDATION WILL BE INSPECTED FOR CRACKS. ANY CRACKS WILL BE SEALED FROM THE EXTERIOR WITH A TWO (2) COAT RUBBER PAINT ON WATERPROOF MEMBRANE. PROTECTION BOARD WILL BE INSTALLED OVER THE MEMBRANE, THE EXCAVATION WILL BE BACKFILLED, AND THE CONCRETE WILL BE REPOURED.

Net payment upon completion of job:

Complete in accordance with above specifications, for the sum of: \$4,380.00 DOLLARS

 Authorized signature

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE _____

DATE _____

NO INVOICE WILL BE SENT. SIGN AND DATE ALL COPIES; RETURN ORIGINAL AND KEEP YELLOW AS YOUR RECEIPT.

IMPORTANT WARRANTY INFORMATION – SEE ADDITIONAL PAGE

CUSTOMER NAME CITY OF DARDENNE PRAIRIE	HOME PHONE	WORK PHONE
ADDRESS 2032 HANLEY RD.	JOB ADDRESS 2032 HANLEY RD.	
CITY / STATE / ZIP DARDENNE PRAIRIE, MO 63368	DATE 10/19/2016	CONTRACT NUMBER

ACCULIFT, INC., LIMITED WARRANTIES

Foundation PIERING Limited Warranty:

The work to be performed under this agreement is warranted for _____ years, as long as you own the building described on the front of this contract, against all defects in materials and workmanship. If you should sell this building within the first year following the date of installation, this warranty is transferred in full to the new owners for as long as they own this building. If you sell this building after the first year following the date of installation, the remainder of ten (10) years from the installation date will be transferred to the new owners. If any vertical movement occurs in the area described on front of contract other than settlement or movement caused by earthquake, severe wind, flood, extreme change in water table, or other acts of God, or any similar man-made condition, then Acculift, Inc., will, at no cost to you, correct any defect in workmanship or material that may have occurred in order to stabilize such area.

Foundation Wall Stabilization Limited Warranty:

Vertical I-Beams, foundation wall tiebacks, carbon fiber wall support straps, and foundation wall braces are warranted for _____, as long as you own the building described on the front of this contract, against all defects in materials and workmanship. If you should sell this building within the first year following the date of installation, this warranty is transferred in full to the new owners for as long as they own this building. If you sell this building after the first year following the date of installation, the remainder of ten (10) years from the installation date will be transferred to the new owners. If any lateral (inward) movement occurs in the area described on front of contract other than settlement or movement caused by earthquake, severe wind, flood, extreme change in water table, or other acts of God, or any similar man-made condition, then Acculift, Inc., will, at no cost to you, correct any defect in workmanship or material that may have occurred in order to stabilize such area. Warranty against lateral movement for foundation wall braces is where they are installed at the top of the foundation only. This warranty for foundation wall bracing is relative to the proper installation of the overhead floor joist structure.

Waterproofing Limited Warranty:

- Epoxy, Urethane Injections, and carbon fiber repair will carry a _____ waterproof warranty transferable to new owner.
- Interior drain tile systems will carry a _____ against hydrostatic pressure water leakage, only where system is installed. Sump pumps carry a _____ manufacturer's warranty. This warranty is transferable to a new owner.
- Waterproof membranes carry a Lifetime / **LIFETIME** year warranty.
- Warranty on epoxy injection, Urethane injection, carbon fiber repair, and waterproof membranes will be void if any crack re-opens due to:
 - Lateral foundation movement due to soil pressure
 - Foundation movement due to foundation settlement
 - Acts of God, i.e., earthquake or tampering

If you should sell this building within the first year following the date of installation, this warranty is transferred in full to the new owners for as long as they own this building. If you sell this building after the first year following the date of installation, the remainder of ten (10) years from the installation date will be transferred to the new owners.

Mudjacking Limited Warranty:

Acculift, Inc., will come back, if necessary, to repump the areas mudjacked if they resettle more than one-fourth inch for a period of _____ years. This warranty is void if the customer does not seal the cracks and joints on the slabs involved, or maintain backfill along the slabs involved. Acculift, Inc., is not responsible for damage, which has occurred or might occur to plumbing or electrical, cracks in floors and walls, as a result of settling, or the mudjacking process.

For all Warranties:

THE FOREGOING ARE OUR ONLY WARRANTIES. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR PURPOSE, ARE EXCLUDED. YOUR EXCLUSIVE REMEDY SHALL BE FOR CORRECTION OF ANY DEFECT IN MATERIAL OR WORKMANSHIP, AS SET FORTH ABOVE. IN NO EVENT SHALL YOU BE ENTITLED TO CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. If you do not pay as and when required by this contract, however, all warranties by it will be void and a 1 1/2% per month interest charge will accrue and you will pay all costs related to the collection of this amount, including reasonable attorney's fees and court costs. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon absence of strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This contract contains all of the terms and conditions agreed to by the parties and no other representations, warranties or agreements, expressed or implied, shall vary the terms of this contract.

Transfer of warranties is permissible only upon reinspection and written approval by one of our representatives and a nominal charge will apply.

Date of installation _____

TRANSFER OF WARRANTY

The residence on the front and back of this contract was reinspected on _____ and the above warranty is hereby recertified and hereby transferred to the homeowner listed below.

Home Owner _____ Authorized Representative _____



Quacker's Waterproofing & Basement Repair, LLC
793 Cypress Knoll Dr.
O'Fallon, MO 63368 US
636-625-3554
operation_man@msn.com
www.quackerswaterproofing.com

Estimate

ADDRESS
Bob Easley
Dardenne Prairie, MO 63368

ESTIMATE # DATE
1355 08/31/2016

DATE	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2016	<p>I looked at this building on Wednesday, 8/24/16. There is a leaking area at the top of the back foundation wall where concrete blocks sit on top of the concrete foundation wall. This area is at the end of a short hall, the concrete wall is at least 9 ft tall. The leaking area is approximately 4 ft long and 2 blocks high.</p> <p>There are significant cracks in the mortar joints between the blocks as well as where the blocks sit on top of the wall.</p> <p>There is a drop ceiling below this area and a large HVAC duct in the middle. The drop ceiling will need to be removed as well as a section of the duct work to gain access to this area.</p> <p>If you can fit in the space and feel there is enough room for you to work, then it will probably be fine for us as well.</p>			
08/31/2016	<p>Injection Poly/Epoxy:Crack Injection</p> <p>Inject the cracked mortar joints between the block as well as where the blocks sit on the foundation to seal and waterproof. These will be injected using high expansive polyurethane foam.</p> <p>Drill holes in all of the block cavities in the area being worked on and inject with high expansive polyurethane foam</p> <p>The goal for this repair is to fill the block cavities with polyurethane to keep water from filling the cavities, as well as filling the the cracked mortar joints.</p> <p>This is not a normal waterproofing repair. The amount of material needed can only be estimated because of the block cavities. The price reflects what I believe would be the equivalent of 8 normal vertical cracks. With one case of injection material being used, (12) tube sets.</p> <p>Any additional material required will be \$32 a tube set.</p>	7	325.00	2,275.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
08/31/2016	Due to the type of repair this work is not covered by our warranty. If you discover that there are leaking spots in the areas we worked on we will work with you at no charge to try and rectify the problem. We'll do this for at least two rain storms after the work is completed.			
08/31/2016	Lien Waiver FINAL WAIVER OF LIEN	1	0.00	0.00

Labor and Materials

State of Missouri County of: St. Charles

To All Whom It may Concern:

Whereas, the undersigned has been employed by, " Sold To Person or Persons", noted in Sold To box of this paid Sales Receipt or paid in full Invoice, to furnish labor and materials for the building known as, noted in the, " Sold To box" of this Sales Receipt or paid in full Invoice.

Now, therefore, the undersigned for and in consideration of the sum of, "The Total Dollars noted on the Sales Receipt or the paid in full Invoice", and other goods and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien, on said above described building and real estate under the Statutes of the State of Missouri relating to Mechanics' Liens, on account of labor or materials, or both, heretofore furnished by the undersigned for said building and real estate.

Given under our hands this day,

James Hudson
Quacker's Waterproofing and Basement Repair, LLC

TOTAL

\$2,275.00

Accepted By

Accepted Date

Bob Easley

From: Matt Ford [MFord@helitechonline.com]
Sent: Wednesday, October 26, 2016 11:26 AM
To: Bob Easley
Subject: Re: quote

Bob

I don't think we are going to be able to help you here. We want to stay away from water coming over the top of the wall.

Thanks

Matt Ford
Senior Project Specialist
Helitech
314-494-1862

On Oct 24, 2016, at 7:56 AM, Bob Easley <Bob@dardenneprairie.org> wrote:

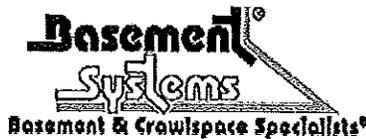
Matt,

Thank you for meeting with me on 10/13/2016 @ the Dardenne Prairie City Hall. Please note that I need an estimate/quote by Wednesday, 10/26/16. This will allow me enough time to prepare for the first BOA meeting in November.

Bob Easley
Parks & Facilities Superintendent
City of Dardenne Prairie
636-755-5328

CONTRACT

Inomas Wittrock
We Fix Basements For Your Peace Of Mind
 www.woodsbasementsystems.com
 (800) 388-9326 314 681 4932
 524 Vandalia,
 Collinsville, IL 62234
 FAX: (618) 345-4201



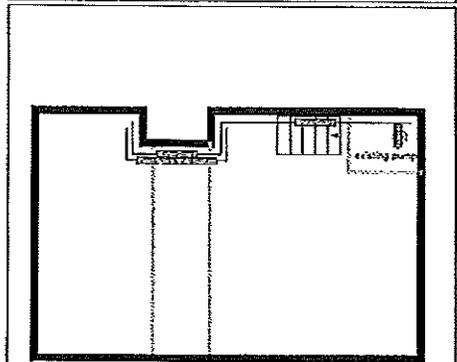
PROPOSAL DATE: 10/14/2016
 SUBMITTED TO: Dardeen Praire City Hall
 ADDRESS: 2032 Hanley Road O'Fallon MO 63368
 JOB LOCATION: 2032 Hanley Road O'Fallon MO 63368

EMAIL: --
 HOME: --
 WORK: --
 CELL: --
 FAX: --

System Features

WaterGuard	29	Millcreek - Mahogany	
WaterGuard Port		ThermalDry Insulated	
TrenchDrain			
TripleSafe		LawnScape Ext.	
TwinPak			
UltraSump		Basement Windows	
IceGuard		Window Insert	
LawnScape Outlet		Sunhouse Enclosures	
FloodCheck		WellDuct	
FloodRing		RockWell	
ZenWall		SaniDry Upright	
BrightWall		SaniDry CX	
ThermalDry Wall System		SaniDry Ducts	
CleanSpace Wall System	18	DryTrak	
Half Wall Restoration		FlexiSpan Full Wall	
Basement to Beautiful Panels		Exterior discharge line	
EverLast Wall Panels		Lateral line	2
Ceiling Prestige		Large TrenchDrain	
Ceiling Linen		Connect to existing pump	1
Carpet Charcoal		Footing Drainfile	
Tile Beige		French Drain	
Tile Sandstone		Exterior Sump System	
Carpet Mocha		Cut Finished Walls	
Tile Parquet		Utility Insurance	
MillCreek - Natural Oak			

APPROX. INSTALLATION DATE:
 APPROX. COMPLETION DATE:
(weather & materials permitting)



DETAILED DRAWING ATTACHED

We Propose

To finish material & labor - complete in accordance with above specifications, for the sum of

MyBasement Price	\$	2694.00
MyCrawspace Price	\$	0.00
Total Contract Price	\$	2424.60
Deposit Required 20 %	\$	484.92
Deposit Paid	\$	0.00
Due Upon Installation	\$	2424.60

I fully understand and accept the transferable warranty provided, which covers only the areas of the basement addressed. Partial perimeter systems carry a limited warranty. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Contractor cannot be responsible for frozen discharge lines without IceGuard, condensation, damp spot discoloration, water once pumped from house, window well flooding, or fuel tanks or lines. Customer shall grant contractor a 60 day right to remedy any problem after reported. Homeowner responsible for moving objects away from walls and back again. Some dust should be expected from work. Payments to be made in full upon completion. Any alteration from above specifications will be executed only upon written orders, and will become an extra charge. All agreements contingent upon accidents or delays beyond our control. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines. Warranty does not cover water damage. This proposal may be withdrawn by us if not accepted within 120 days. This Proposal is based primarily on the Customer's description of the problem. **YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

- Customer has received a copy of the "Dry Basement Science" or "Crawl Space Science" book
- A full perimeter system was recommended
- A TripleSafe Pumping System was recommended
- I understand that deposits paid are NON-REFUNDABLE

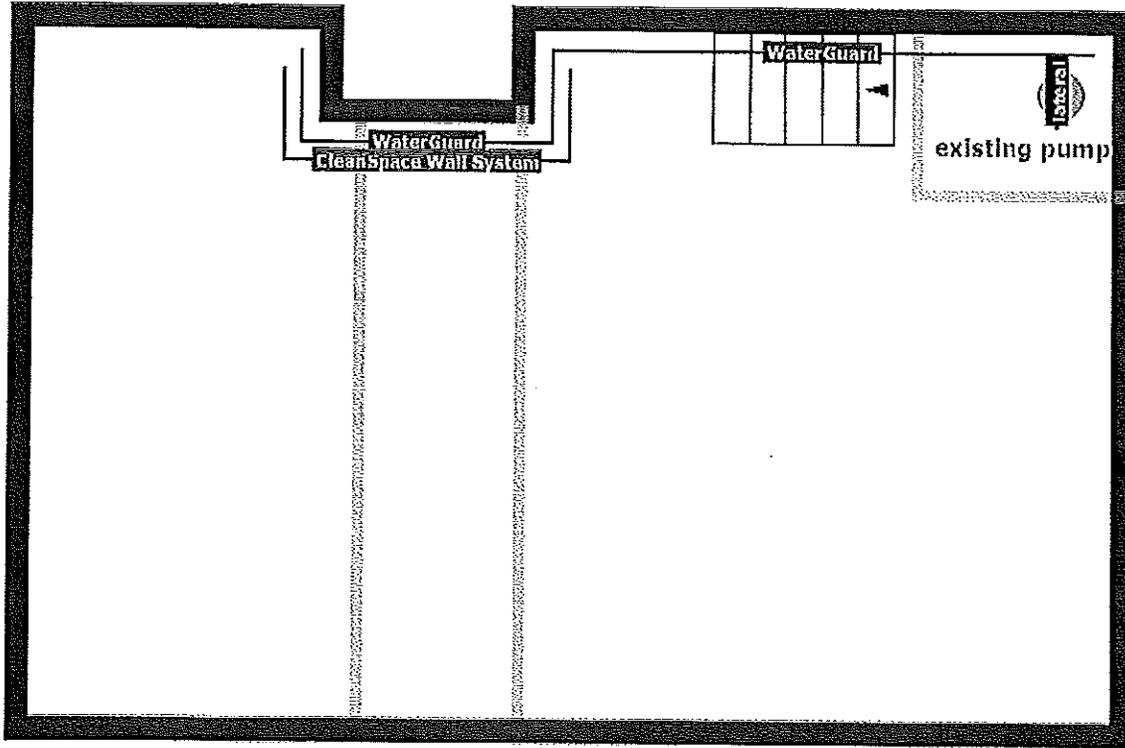
Type of wall: Poured Concrete
 Existing wall finish: Sheetrock
 Existing floor finish: Carpet
 Discharge line length away from house:
 Approximate wall sqft.: NaN
 Wall height ft.: NaN

Seller's Signature: _____ Date _____

Acceptance of Proposal—I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time

Buyer's Signature: _____ Date _____

Buyer's Signature: _____ Date _____



LABELS:

SPECIFICATIONS:

1. Install WaterGuard sub-floor drainage system as indicated in job drawing.
2. Install CleanSpace Wall System on walls as shown.
3. Install lateral line connecting to system.
4. Install Sillplate DrainTile System with perforated draintile, liner and rock backfill.

CONTRACTOR WILL:

CUSTOMER WILL:

1. Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.
2. Cut walls 32" high and studs 4" lower.
3. Remove 2 feet or more of flooring around perimeter.
4. Remove baseboard molding.

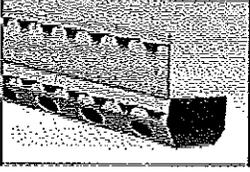
NOTES:

1. Carpet will be damaged during install.
2. Customer to remove framing on wall to install clean space liner.

JOB DETAIL

Signature X: _____ Date _____

WaterGuard



WaterGuard

CleanSpace Wall System



CleanSpace Wall System

TERMS AND CONDITIONS

General Terms and Conditions--This is a contract to provide a service involving the analysis and application of a water proofing system to the structure identified in this agreement. It is a condition precedent to the duties and obligations of Woods Basement Systems, Inc. under this agreement that the contract price be paid in full.

Contractor's Warranty - Subject to disclaimers set out in this document. Woods Basement Systems, Inc. hereby warrants that if water from the floor wall joint passes through the perimeter water control system and onto the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. The water control system shall not rust, rot or corrode for as long as you own the home. This warranty applies to WaterGuard and DryTrak systems, along the specific areas where the system is installed. Floor cracks are warranted against leakage with full perimeter WaterGuard systems. Flexispan will remedy the problem of water passing from the wall crack onto the floor and this warranty will be in effect for the life of the structure. CleanSpace crawl space encapsulation system is warranted to isolate the structure in the area of application from the earth. CleanSpace application will reduce the humidity in the air adjacent to the area of application, on the side not in contact with the ground reducing, but not eliminating, the need to address mold, bacteria, fungi, viral or other issues and a need to use a mold, fungi, bacteria, viral or other issue mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with the water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty and there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines or electrical work. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house or condensation. This Warranty shall be in place for the lifetime of the structure or a set number of years, where so indicated in this document. SmartJacks - Contractor warrants that the SmartJacks will stabilize the affected area(s) against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

Condition Precedent - As a condition precedent to this warranty, the Homeowner agrees to keep area of work dry and report (via telephone to 618-344-2288) any problems believed to be the Contractor's obligation to address within 24 hours of the time the Homeowner became aware or should have been aware of the problem.

Warranty Effective Date/Time - This warranty does not take effect until the job is completed and paid in full. This Warranty shall be in place for the lifetime of the structure or a set number of years, where so indicated in this document.

Warranty Disclaimers - If entire perimeter of the basement is not treated, then additional work and charges may be necessary to extend the system or treat other areas that have not been addressed by this Contractor. Pump or power failures are possible, so no guarantee of a dry basement can be made. Surface Sealed Cracks have no warranty. This warranty shall not apply to condensation or any system that has been altered in any way. This warranty does not apply to water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, leaks from chimneys or garages or efflorescence (white powder) on concrete. Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing or frozen discharge with an IceGuard. The DryTrak System will not eliminate seepage from floor cracks. Systems that drain to daylight cannot be warranted by the Contractor if the drain does not drain enough water, does not drain water from under the floor and/or water clogs or freezes in the drain. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations and the Contractor's warranty does not apply to the same. In the event of iron ochre, iron gel and iron bacteria clogging or causing a system malfunction the system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation and additional charges will apply. This warranty does not cover and the Contractor specifically disclaims liability for water damage to floor coverings, furniture, stored items, finished walls and other objects inside the foundation.

Annual Maintenance/Work Not Covered - Annual maintenance is recommended, to find potential problems, but NOT REQUIRED for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Pump and Back-up Pump Warranty By Manufacturer - Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranties. The warranty for the AC operated pumps is 3 years from the date of installation. The warranty for the DC back-up pump is 12 months from the date of installation. Failure of the pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called to run beyond the current life of a battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation.

Dispute Resolution Clause - Mediation: a. In the event a dispute arises between the parties they shall attempt to resolve all differences and solve all alleged breaches of contract by going to mediation. Unless the parties agree otherwise in writing all mediations will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect on the date this agreement was signed, and pursuant to Illinois Mediation Act. A demand for Mediation shall be made within 20 days of the failure to resolve a dispute by making the same via certified U.S. mail to the other party. Mediation shall take place in Madison County, Illinois. The parties shall agree on a location to hold the mediation and a person to serve as mediator. In the event the parties fail to agree to a location and mediator any party can apply to a local Circuit Court and the Court may selection and compel attendance of the parties at a given location and choose the mediator. Each party shall be responsible for an equal part of the expenses of mediation including the fee charged by the mediator and the rent of the mediation location. Each party will pay its own attorney's fees, costs and expenses to mediate. b. Mediation is a condition precedent to either party litigating any dispute of any kind or nature having as its subject matter, in whole or in part, this contract.

MOLD AND FUNGUS DISCLAIMER - MOLD, MILDEW, FUNGUS, BACTERIA, VIRAL AND/OR OTHER GROWTH --Mold may typically be found anywhere that water is found, whether in a basement, kitchen or bathroom. Some types of mold have been shown to have adverse health effects on people. Contractor makes neither any express nor implied warranties concerning mold in the home, whether presently or in the future. No structure is free of all molds, bacteria, viruses or fungi as they exist in the general environment inside and outside of buildings. WOODS BASEMENT SYSTEMS, INC. DISCLAIMS ANY AND ALL LIABILITY FOR MOLD, MILDEW, FUNGUS, BACTERIA, VIRUS AND/OR OTHER GROWTH AND WILL NOT BE RESPONSIBLE FOR ANY KIND OR NATURE OF DIRECT OR CONSEQUENTIAL DAMAGE ALLEGEDLY CAUSED, IN WHOLE OR IN PART, BY MOLD, MILDEW, FUNGUS, BACTERIA, VIRUS AND/OR OTHER GROWTH, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, BODILY INJURY, DEATH, LOSS OF INCOME, EMOTIONAL DISTRESS, LOSS OF VALUE, REAL

affects. WITHOUT LIMITING THIS DISCLAIMER BUYER/HOME OWNER AGREES TO KEEP THE AREA WHERE WOODS PERFORMED WORK DRY AND REPORT TO THE WOODS BASEMENT SYSTEMS ANY WATER ENTERING THE SYSTEM THAT THE BUYER/HOMEOWNER BELIEVES HAS ANY CONNECTION, IN WHOLE OR IN PART, TO THE WATERPROOFING SYSTEM INSTALLED BY WOODS WITHIN 24 HOURS OF THE TIME THE SAME WAS DISCOVERED RECOGNIZING TIME OF REPORTING IS OF THE ESSENCE. REPORTS SHALL BE MADE VIA TELEPHONE TO 618-344-2288. Woods Basement Systems, Inc. does not engage in the mold, fungus, bacteria or viral eradication or remediation business and the Buyer/Home Owner will have to seek the advice and services of a mold, fungus, bacteria, viral remediation contractor in order to address the problem of the mold, fungus bacteria or virus.

Contract Integration, Modification and/or Assignment -- The Buyer and Contractor acknowledge that this writing contains all the terms and conditions of their agreement and that all prior and concurrent verbal or written statements are merged and contained herein. In no event will prior or concurrent agreements, contracts, discussions and/or correspondence be admissible in any litigation to vary any of the terms set out herein. This instrument contains the entire Agreement between the Buyer and Contractor and Buyer acknowledges that no promises representations or warranties except such as may be herein expressly set forth in writing have been made by Contractor or its agent and that no modification of or addition to any provision hereof shall be valid or binding upon Contractor, its successors, or assigns, unless expressly set forth herein in writing. Contractor further reserves the right to assign, rescind and/or cancel this agreement; however, in the event the Contractor cancels this Agreement, all monies paid hereunder shall be returned to the Buyer.

Change Order -- At the request of the owner or contractor changes to the work may be agreed upon without invalidating this agreement by the use of a Change Order. A Change Order is a written document that is signed by both parties and describes the change to the project along with any increase or decrease in project time or cost. Signature of the change order by one Buyer shall bind all buyers to the terms of the Change Order.

FORCE MAJEURE -- Acts Outside the Control of the Contractor. The Contractor shall not be responsible for forces or actions beyond its control. Forces or Actions outside Contractor's control include, but are not limited to, fire, labor issues, hazardous waste, terrorist act, war, riot or other public disturbance, theft, vandalism, riot, labor stoppages, wind storm, inclement weather, tornado, ice storms, changes in government (any level) statutes and regulations impacting the work, work permits and licensing. Upon the occurrence of acts or forces beyond the control of the Contractor the Contractor shall have the right to terminate the project or seek a change order to increase project cost and/or project time.

Payment -- Time -- Failure to Make Payment. Payment of the money owed by the customer on time as provided by contract is a condition precedent to any contract obligations of Woods Basement Systems, Inc.

No Consequential Damages -- The parties to this agreement recognize that they cannot contemplate or assume the burden of consequential damages. Therefore the parties to this agreement believe it in their best interests to waive all rights to consequential damages to and from the other. This mutual waiver of consequential damages includes damages incurred by the Customer for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

FINANCING AND PAYMENT -- All persons signing this Agreement as "Buyer" shall be jointly and severally liable for the entire contract price and agrees that no actions will be taken by the Buyer to impair the Buyer's ability to pay the contract price. In the event Buyer elects and Contractor approves a Bank Plan in lieu of cash payment upon completion of the work, Buyer shall upon request promptly furnish all information necessary or deemed advisable by the Contractor to secure financing of the work herein and the buyer agrees to execute such additional agreements and instruments as may be required or appropriate to effect such extension of credit. Breach of this provision shall terminate any obligations of the Woods Basement Systems, Inc. under this agreement. Regardless of the method of payment, full payment is due no later than the date of completion as determined by Woods Basement Systems, Inc.

Waiver of Jury Trial and Attorney's Fees and Cost -- In the event of any dispute the subject matter of which is, in whole or in part, this agreement, each party waives a jury trial and each party shall pay his/her/its own attorney's fees, filing fees and costs of litigation.

UNFORESEEN SITE CONDITIONS -- In the event any unforeseen site condition of any kind or nature is encountered during the course of the work the Owner/Buyer shall be notified as soon as possible. Any additions to cost and time necessary to complete the work under this agreement caused by any unforeseen conditions shall be borne in full by the Owner/Buyer. At the option of either Woods Basement Systems, Inc. or the Owner/Buyer the project may be terminated or suspended upon unforeseen site conditions being encountered. At times foundations settling, walls cracking, wall movement, and slab movements and water entering a structure may be the result of a problem(s) or condition(s) that is not readily apparent (concealed site condition) and may require additional diagnosis and planning of a remedy to resolve the problem or condition. Piering, anchors and/or sealant's may fail to correct a problem that is symptomatic of a larger structural condition of the building itself and/or the soil (e.g. plastic soils that expand and contract abnormally with the introduction of water) on which the building sets. At times the larger problem impacting a structure is not known until piering, anchors or sealants fail making necessary a more costly technical investigation of the problem and requiring more costly and extensive repairs. Should a larger, concealed site problem be detected with the structure itself or the soils on which the structure sets Woods Basement Systems, Inc. is not responsible for the failure of its wall anchors, piering and sealants to correct the concealed problem. Concealed structural issues or concealed abnormal soil conditions may require technical expertise outside of the capacity of Woods Basement Systems, Inc. Nothing in this agreement or in discussions with the Customer shall obligate Woods Basement Systems, Inc. to resolve the structural condition or the soil condition found. Woods Basement Systems, Inc. will notify the home owner and/or persons in possession of the structure as soon as the existence of a concealed structural or concealed soils problem is uncovered. Woods Basement Systems, Inc. reserves the right to cease all activities on the premises in the event a concealed structural or soil problem becomes apparent. If Woods Basement Systems, Inc. believes that it can correct or achieve reasonable results by addressing the building structure or soils condition it shall propose an equitable adjustment to its contract price for the additional work to the Home Buyer/Home Owner to do that work. In the event a concealed structural or soil condition is determined to be present and Woods Basement Systems, Inc. cannot remedy the same with its work it reserves the right to terminate this contract and refund to the Customer/Home Owner an equitable portion of the price paid for its work in place.

TERMINATION OR SUSPENSION OF WORK -- Contractor shall have the right to terminate this agreement without cause at any time. Contractor shall have the right to suspend work under this agreement at any time.

PAYMENT -- MECHANICS LIEN -- Payment in full of the contract price is due upon Woods Basement Systems, Inc. signing a Certificate of Completion. Upon notice the Buyer shall provide all information necessary to the contractor to file a mechanics lien including, but not limited to, a

CONTROL OF WORK AREA/SAFETY -- Control of Work Area/Safety: Safety is of the utmost importance and safe practices shall be followed by the Contractor and Customer/Buyer. It shall be the responsibility of the customer to prevent any person coming upon the property during the course of construction from entering the area of construction and/or coming into contact with any materials or tools at or near the construction area. If the customer fails to prevent any person on the premises from coming into the construction area or contacting materials/tools the Contractor may terminate this agreement and shall be paid for work in place plus over-head and profit.

ACCESS TO WORK AREA/SITE -- The owner shall provide the contractor unrestricted access to the work area and site of the construction and failure to do so shall be a release of all right to performance of this contract by the Woods Basement Systems, Inc.

PROPERTY AND LIABILITY INSURANCE -- Property Insurance -- Damage to Property. During the course of construction the property owner shall maintain property insurance that covers the existing structure and any work in place to protect the work in place from all casualties sources including, but not limited to, fire, theft, vandalism, flood, earthquake, mine subsidence and any and all other risks. In the event any property of the Buyer is damaged or destroyed during the work under this agreement the Buyer shall bear the risk of loss and be entirely responsible for the loss. Property Insurance shall contain loss of use and additional living expenses coverage and waive subrogation against the Contractor. Liability Insurance - The Owner shall be responsible for purchasing and maintaining liability insurance during the course of the project.

BUILDING, CODES, OCCUPANCY PERMITS, MUNICIPAL PERMITS, FEES AND OTHER GOVERNMENT REQUIREMENTS -- The Owner shall be responsible for payment for all permit, governmental, regulation or ordinance fees, etc. required for work to be completed. The Contractor shall be responsible for compliance with any building codes, ordinances or other government regulation of structures of any type or nature that company is aware of. The failure of all or part of the work to comply with any code, regulation or ordinance shall not be a basis for withholding payment to the Contractor. The Owner shall bear all expenses and costs of obtaining any governmental code, regulation or ordinance compliance. The Buyer shall insure that the structure complies with all building codes, ordinances and statutes. TO the extent known Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

RIGHT TO CLEAN UP -- The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

EXISTING PLUMBING, ELECTRICAL SERVICES AND STRUCTURAL INSUFFICIENCY -- In the event any aspect of the structure receiving the work is inadequate to receive the changes, additions and/or modifications needed for the work described herein including but not limited to, the electrical service, plumbing, structure aspects of the building, fire code requirements, etc. the Buyer shall be responsible for the costs and time necessary to install and pay for anything needed to make the structure acceptable for the work.

PAINTING/DECORATING -- EXTERIOR LANDSCAPING -- No wood finishing, painting or decorating shall be required to be performed by the Contractor unless specific reference to the same in this Agreement. Exterior work requiring alteration of landscaping does not include finish landscaping and Contractor will provide only rough grade.

Warranty Transfer -- This warranty may be transferred to future home owners upon a 30 day notice to Woods Basement Systems, Inc. and upon the following conditions: (1) The installation of the particular water proofing system, wall repair system, basement finishing system, and/or foundation piling system in the specific structure has not been changed, altered or modified; (2) The grade or slope of the property has not been changed, altered or modified with regard to the drainage of water once it leaves the structure; (3) Written notice by first class U.S. Mail or e-mail is given to Woods Basement Systems, Inc. not less than 30 days from the proposed transfer of ownership of the property; (4) All of the terms, conditions and disclaimers of this document are accepted by the party or parties to whom the property is sold.

Workmanship -- Under this agreement all work shall be performed in a workman like manner with standard accepted techniques and shall use generally accepted materials.

Hazardous Materials, Waste or Other Substance -- If, during the course of the work, any type of hazardous material, waste or other substance is contacted or found the Contractor shall have the right to demand that the owner remediate at his/her cost any such conditions before proceeding further with the work under this agreement or to terminate this agreement and receive reasonable compensation for the work in place. If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material, waste or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. Whether the hazardous materials, waste and/or other substances have been remediated properly and/or the site of the work rendered safe shall be determined by Woods Basement System, Inc. in its sole discretion. Testing to site may be demanded by Contractor and shall be performed at reasonable cost by the owner or failing to test this agreement shall terminate.

LIMITATION OF DAMAGES TO COST OF WORK -- In the event of an alleged failure of the work set out to be performed under this agreement Woods Basement Systems, Inc. may at its discretion offer a full refund of all funds expended under this agreement and the owner must upon receipt of the refund execute a full and complete release of all liability on the part of Woods Basement Systems, Inc.

WARRANTY AND OBLIGATIONS VOID -- In the event the payment of the full price to the Contractor under this agreement is not received all provisions regarding any warranties or obligations duties of the Contractor under this agreement are void and/or voidable.

INFORMATION OR SERVICES FROM THE OWNER -- Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services by E-mail or First Class U.S. Mail.

WARRANTY OF WORKMANSHIP AND/OR MATERIAL/EQUIPMENT -- The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements may be considered defective. This provision excludes remedy for damage or defect caused by abuse, modifications not executed/authorized by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

WARRANTY

jurisdiction or any dispute that arises under the agreement. In addition, the venue of any litigation arising under this agreement shall be in the Third Judicial Circuit, Madison County, Illinois.

ANNUAL MAINTENANCE/SERVICE WORK NOT COVERED -- Annual maintenance is recommended to find potential problems, but NOT REQUIRED for this warranty to be in effect. Annual maintenance is performed for a reasonable fee to be determined at the time the maintenance is performed.

WARRANTY EFFECTIVE DATE/TIME -- Any warranty issued on the work performed under this contract does not take effect until the job is completed and paid in full. This Warranty shall be in place for the lifetime of the structure or a set number of years, where so indicated in this document.

DISCLAIMER: EXPRESS AND IMPLIED WARRANTIES -- THE WARRANTY PROVIDED HEREIN IS IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT APPLICABLE, THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY ARE HEREBY DISCLAIMED ON PRODUCTS PROVIDED. THIS DOCUMENT CONTAINS THE FULL AND COMPLETE AGREEMENT OF THE PARTIES AND ALL PRIOR STATEMENTS, WRITTEN OR ORAL, AND NEGOTIATIONS ARE MERGED HEREIN.

SITE PREPARATION, SITE RESTORATION AND DEBRIS REMOVAL-BUYER/HOMEOWNER RESPONSIBILITY --Buyer/Home Owner acknowledges that he, she or the entity owning the structure and the person residing in the structure have been informed that certain site preparation, site restoration and/or debris removal will be required by the work to be performed under this agreement. With the exception of work set out in a contract for work to be performed by WOODS BASEMENT SYSTEMS, INC. the work to be performed under this agreement does not include painting, repair of plumbing, finished carpentry, electrical work, other plumbing work, removing or replacing dry-wall, studs, carpeting, floor tile, toilets, doors, or any like work. Customer accepts responsibility for the removing and/or replacing furnaces, air conditioning systems and/or components, water heaters, stairs or other contents or fixtures of the structure. Customer accepts the responsibility for any damages to unmarked utilities, sprinkler systems, sewer lines, fuel lines and pipes in yard, basement or under the basement floor if the same are damaged by the installation and/or repairs. If tack strips are to be installed Woods Basement Systems, Inc. recommends that a carpet installer glue them down. Customer will move items 10 feet away from walls and accepts responsibility for damages for any item moved by Woods Basement Systems Inc. The Buyer/Home Owner will insure the contents of the basement during the warranty period. In the case of work performed by Woods Basement Systems, Inc. some or all of the above excluded items may be part of the contract and, if part of the contract, will be a requirement of the work.

NO REFUND -- The cost of special order items permits and engineering reports are non-refundable. DEPOSITS FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT ARE NOT REFUNDABLE.

EMERGENCIES -- In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined equitably by agreement.

Waiver of Subrogation -- The Owner and Contractor waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance obtained and in place, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. All property insurance policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

INTEREST -- Payments due and unpaid under this Contract Documents shall bear interest from the date payment is due till paid in full at the rate of 16% per annum.

Signature X: _____ Date _____

Your Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name: Woods Basement Systems, Inc.
 Contractor's Address: 524 Vandalla,
 Collinsville, IL 62234
 Contractor's Telephone: (800) 388-9326 314 681 4932

You may use any written statement this is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

You may use any written statement this is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel

Owner's Signature *Date*

Owner's Signature *Date*

The undersigned acknowledges receipt of the two copies of the *Notice of Right to Cancel*

Owner's Signature *Date*

Owner's Signature *Date*

Bob Easley

From: PRO BASEMENT [probasementinc@gmail.com]
Sent: Friday, October 28, 2016 11:44 AM
To: Bob Easley
Subject: Fwd: Crack Seal Proposal

Respectfully,

**Larry Otte
Pro Basement Inc.
301 Cuivre Point Dr.
Moscow Mills, MO 63362
(314) 222-9600 office
(636) 366-9600 fax
(314) 422-9707 cell**

The heights by great men reached and kept were not attained by sudden flight, but they while their companions slept, were toiling upward in the night.

Henry Wadsworth Longfellow

----- Forwarded message -----

From: PRO BASEMENT <probasementinc@gmail.com>
Date: Fri, Oct 28, 2016 at 11:42 AM
Subject: Crack Seal Proposal
To: bob@dardeeneprairie.org

Bob,

Here is the solution for your water problem at City Hall.

Crack Repair and Sealing

- **Pro Basement to epoxy inject a vertical crack in foundation above ceiling in basement.**
- **Pro Basement to seal "cold joint" between foundation and floor slab above with "Carbon Fiber" with epoxy seal..**
- **Furnish and install approx. 10 linear feet of "Safe Edge" system on footing to allow space to drain tile at base of wall.**
- **Jackhammer, remove and replace concrete for Safe Edge installation.**
- **Furnish and install splash shield to prevent any water to get to floor again in future.**
- **Waterproofing solution has a lifetime of the structure warranty to never leak again.**

Total cost \$2975.00

Bob, we can schedule with email approval.

Please forward any additional questions.

Respectfully,

Larry Otte
Pro Basement Inc.
301 Cuivre Point Dr.
Moscow Mills, MO 63362
(314) 222-9600 office
(636) 366-9600 fax
(314) 422-9707 cell

The heights by great men reached and kept were not attained by sudden flight, but they while their companions slept, were toiling upward in the night.

Henry Wadsworth Longfellow