WILDWOOD

# CITY COUNCIL
# AGENDA
## COUNCIL CHAMBERS
## 7:30 P.M.
## Monday, June 13, 2016

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES – May 23, 2016 Work Session & Regular Agenda Minutes

Documents: DRAFT MAY 23 2016 CITY COUNCIL MINUTES.PDF

V. MAYOR APPOINTMENTS AND ANNOUNCEMENTS

A. Architectural Review Board Alternate Reappointment – Andrew Lindberg (Ward Eight) – Two Year Term

Documents: APPOINTMENT ARCHITECTURAL REVIEW BOARD ANDREW LINDBERG.PDF

B. Board Of Public Safety Reappointment – John Bradley (Ward Seven) – Three Year Term

Documents: APPOINTMENT BOARD OF PUBLIC SAFETY JOHN BRADLEY.PDF

C. Recognition Of Kevin Liddy, Former Planning & Zoning Commissioner (Ward Two)

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

A. (Postponed At The January 11, 2016 City Council Meeting – To Remain Postponed) A Response To A Communication From Jenny Mitchell, Director Of Property Management For The Desco Group, Which Is Dated October 20, 2015, Regarding St. Louis County's P.C. 219-85 Alfred L. Hicks And J.L. Mason Of Missouri, Inc.;

Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street
Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific
ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign
along the property's Manchester Road frontage. (Ward – Seven)

B. (Postponed At The May 23, 2016 City Council Meeting – To Remain Postponed Until June 27, 2016 City Council Meeting) P.Z. 19-15 1971 Pond Road, Payne Family Homes

L.L.C., 10407 Baur Boulevard, Suite B, St. Louis, Missouri, 63132

A request for the application of a Planned Residential Development Overlay District (PRD), within the NU Non-Urban Residence District for a 78.0 acre tract of land that is located on the north side of State Route 100, west of Pond Road (Locator Number: 23W520053/Street Address: 1971 Pond Road). Proposed Use: A total of twenty-six (26) individual lots, with common ground, and required public space areas. Lots would range in size from one (1) acre to four and one-half (4.5) acres. (Ward – One)

C. A Request For Development Finance Incentives For Roadway And Related Infrastructure Improvement Costs In Association With P.Z. 25, 26, And 26a – 14 Main Street Crossing, Payne Family Homes L.L.C.

c/o Tom Cummings, 10407 Baur Boulevard, Suite B, St. Louis, Missouri 63132, which involves a tract of land being located on the east side of State Route 109, south of State Route 100 (Locator Number: 23V120094/Street Address: 2461 Eatherton Road), which is currently proposed for a total of one hundred four (104) detached single-family dwellings (Town Center Building Type – House), with common ground, and required public space areas. The current request involves the use of Traffic Generation Assessments to partially fund the construction of Main Street and improvements to State Route 109. No City tax revenue is proposed to be utilized to support the request. (Ward – Eight)

Documents: PUBLIC HEARING - MAIN STREET CROSSING PUBLIC FINANCING PROPOSAL.PDF

D. P.Z. 2-16 City Of Wildwood Planning And Zoning Commission C/O Department Of Planning, 16860 Main Street, Wildwood, Missouri

A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designation under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change. (Wards – One, Four, Five, Seven, and Eight)

Documents: PUBLIC HEARING - P.Z. 2-16.PDF

VIII. LEGISLATION

A. UNFINISHED BUSINESS

1. AMENDED BILL #2183

AN ORDINANCE AMENDING SECTION 110.120 OF THE CITY OF WILDWOOD, MISSOURI
MUNICIPAL CODE. Recommended by the Administration/Public Works Committee, Amendment recommended
by City Attorney (Second Reading) (Wards – All)

Documents: BILL 2183 AMENDED.PDF

B. NEW BUSINESS

1. BILL #2188

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2080 TO ALLOW FRONT-ENTRY GARAGE DESIGNS. *Recommended by the Planning and Zoning Commission* (First Reading) (Ward – Eight)

Documents: BILL 2188.PDF

2. BILL #2189

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND AMONG THE CITY OF ELLISVILLE, MISSOURI, THE CITY OF WILDWOOD, MISSOURI, AND ST. LOUIS COUNTY, MISSOURI, RELATING TO DESIGN SERVICES FOR IMPROVEMENTS TO OLD STATE ROAD. *Recommended by the Administration/Public Works Committee* (First Reading) (Wards – Seven and Eight

Documents: BILL 2189.PDF

3. BILL #2190

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A CONTRACT WITH HR GREEN, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PLANNING, DESIGN AND CONSTRUCTION OF THE ROUTE 109 PEDESTRIAN TUNNEL PROJECT. *Recommended by the Administration/Public Works Committee* (First Reading) (Wards – One and Eight)

Documents: BILL 2190.PDF

4. BILL #2191

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ADDING AN ALL-WAY STOP REGULATION AT THE INTERSECTION OF DARTMOUTH CROSSING DRIVE WITH DARTMOUTH CROSSING COURT AND DARTMOUTH BEND DRIVE. *Recommended by the Board of Public Safety* (First Reading) (Ward – Five)

Documents: BILL 2191.PDF

5. BILL #2192

AN ORDINANCE AUTHORIZING THE ADJUSTMENT OF A CERTAIN COMMON BOUNDARY LINE BETWEEN TWO (2) TRACTS OF LAND, TOTALING 3.772 ACRES OF AREA, BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES" [PLAT BOOK 310, PAGE 11] AND ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT" [PLAT BOOK 307, PAGE 80], AND LOCATED IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPLE MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE SPECIFICALLY SITUATED ON THE WEST SIDE OF PALISADES DRIVE, SOUTH OF RIDGE ROAD, FOR THE PURPOSES OF CONSOLIDATING SAID PARCELS OF GROUND INTO A SINGLE LEGAL LOT OF RECORD. *Recommended by the Department of Planning & Parks* (First Reading) (Ward – Six)

Documents: BILL 2192.PDF

6. BILL #2193

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE USE OF PROPERTY FOR THE DEVELOPMENT OF THE BLUFF VIEW-ROCK HOLLOW CONNECTOR TRAIL AND ON-GOING USE FOR RECREATIONAL PURPOSES. *Recommended by the Planning/Economic Development/Parks Committee* (First Reading) (Ward – Six)

Documents: BILL 2193.PDF

7. BILL #2194

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE AN AMENDED CONTRACT WITH THE MISSOURI AMERICAN WATER COMPANY FOR THE RELOCATION OF A WATER MAIN TO ACCOMMODATE PHASE TWO CONSTRUCTION WITHIN WILDWOOD COMMUNITY PARK. *Recommended by the Planning/Economic Development/Parks Committee* (First Reading) (Ward – One)

Documents: BILL 2194.PDF

8. BILL #2195

AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, TRUST INDENTURE, GENERAL WARRANTY DEED, AND A DEPOSIT AGREEMENT, WITH ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A THIRTY-EIGHT (38) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED ON A TRACT OF LAND BEING ALL OF ADJUSTED PARCELS 'A' AND 'C' OF "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12, TOWNSHIP 44 NORTH, RANGE 4 EAST" [PLAT BOOK 322, PAGES 42-43], ALL BEING LOCATED IN THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND, MORE SPECIFICALLY, SITUATED ON THE SOUTH SIDE OF MANCHESTER ROAD, ON THE EAST AND WEST SIDES OF CHERRY HILLS MEADOWS DRIVE, TO BE KNOWN AS "*THE MANORS AT THE MEADOWS AT CHERRY HILLS SUBDIVISION.*" *Recommended by the Department of Planning & Parks* (First Reading) (Ward – Eight)

Documents: BILL 2195.PDF

IX. RESOLUTIONS

A. None

X. OTHER

Documents: CONSTRUCTION PROJECT UPDATE 6-10-2016.PDF

A. Receive & File

A recommendation report of the Site Plan Subcommittee regarding **P.Z. 14-98 Capital-Dierbergs Wildwood LLC**; Amended C-8 Planned Commercial District; southeast corner of State Route 100 and Taylor Road; that addresses the submittal of the Amended Site Development Section Plan for the conversion of an existing parking lot area to accommodate drive-through lanes in support of a new tenant in the liner building (Outbuilding G) located at the intersection of State Route 100 and Taylor Road (St. Louis Bread Company). (Ward – Eight)

Documents: RECEIVE AND FILE - P.Z. 14-98 CAPITAL-DIERBERGS WILDWOOD LLC.PDF

XI. ADJOURNMENT

CITY OF WILDWOOD

**MAY 23, 2016 RECORD OF PROCEEDINGS**

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CITY OF WILDWOOD
MEETING OF CITY COUNCIL
WILDWOOD CITY HALL
16860 MAIN STREET
WILDWOOD, MO 63040

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The meeting was called to order at 7:30 P.M.

A roll call was taken with the following results:

**Present at Roll Call:**

Mayor Jim Bowlin
Council Member Larry McGowen
Council Member Glen DeHart
Council Member Ed Marshall
Council Member Ray Manton
Council Member Jim Baugus
Council Member Sue Cullinane
Council Member Katie Dodwell
Council Member Debra McCutchen
Council Member Dave Bertolino
Council Member Jerry Porter
Council Member Greg Alexander
Council Member Greg Stine
Council Member Jeff Levitt
Council Member Larry Goodson
Council Member Joe Garritano

**Absent:**

Council Member Marc Cox

**A quorum was present**

**Also present:**

Mr. Ryan Thomas, City Administrator
Mr. John Young, City Attorney
Mr. Joe Vujnich, Director of Planning and Parks
Mr. Rick Brown, Director of Public Works
Ms. Lynne Greene-Beldner, Special Projects Coordinator

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**PLEDGE OF ALLEGIANCE**

Boy Scout Troop 456 led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

The minutes of the May 9, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Marshall, seconded by Council Member McGowen, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**MAYOR APPOINTMENTS/ANNOUNCEMENTS**

**City Attorney Appointment – John A. Young and Hamilton Weber LLC.**

**BILL #2186 AN ORDINANCE APPROVING THE APPOINTMENT OF JOHN A. YOUNG AND THE LAW FIRM HAMILTON WEBER LLC AS THE CITY ATTORNEY; FIXING THE COMPENSATION OF THE CITY ATTORNEY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES.** ***Recommended by the City Council Committee on Legal Counsel*** **(First Reading) (Wards – All)**

A motion was made by Council Member Levitt, seconded by Council Member Manton, for the first reading of Bill #2186. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2186 was read for the first time by title only.

A motion was made by Council Member Bertolino, seconded by Council Member Baugus, for the second reading of Bill #2186. A roll call vote was taken with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Bill #2186 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2186, with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Whereupon Mayor Bowlin declared Bill #2186 approved, passed and it became **ORDINANCE #2186.**

**Planning and Zoning Commission Reappointment – Fran Gragnani (Ward One) – Four Year Term**

Mayor Bowlin asked the City Council to approve his recommendation to re-appoint Ms. Fran Gragnani to the Planning and Zoning Commission. A motion was made by Council Member McGowen, seconded by Council Member DeHart, to approve the Mayor's recommendation to re-appoint Ms. Fran Gragnani to the Planning and Zoning Commission. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**Planning and Zoning Commission Reappointment – Ed Kohn (Ward Three) – Four Year Term**

Mayor Bowlin asked the City Council to approve his recommendation to re-appoint Mr. Ed Kohn to the Planning and Zoning Commission. A motion was made by Council Member Cullinane, seconded by Council Member Baugus, to approve the Mayor's

recommendation to re-appoint Mr. Ed Kohn to the Planning and Zoning Commission. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**Planning and Zoning Commission Appointment – Don Bartoni (Ward Two) – Filling Unexpired Term ending June 2018**

Mayor Bowlin asked the City Council to approve his recommendation to appoint Mr. Don Bartoni to the Planning and Zoning Commission. A motion was made by Council Member Marshall, seconded by Council Member Manton, to approve the Mayor's recommendation to appoint Mr. Don Bartoni to the Planning and Zoning Commission. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**Architectural Review Board Reappointment – Bob Teller (Ward One) – Three Year Term**

Mayor Bowlin asked the City Council to approve his recommendation to re-appoint Mr. Bob Teller to the Architectural Review Board. A motion was made by Council Member Baugus, seconded by Council Member McGowen, to approve the Mayor's recommendation to re-appoint Mr. Bob Teller to the Architectural Review Board. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**PUBLIC PARTICIPATION**

Mr. Gary Schroeder, 16642 Evergreen Forest Drive, commented on the Pond Grover Loop road extension. Mr. Schroeder stated he felt it would reduce property value. Mr. Schroeder stated he felt the City Council had a moral obligation to look out for their citizens and asked the City Council to come up with a plan to put in a walking path.

**PUBLIC HEARING(S)**

***(Postponed at the January 11, 2016 City Council Meeting – to remain postponed)***
**A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, regarding St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.; Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward – Seven)**

***(Postponed at the May 9, 2016 City Council Meeting – to be unpostponed at May 23, 2016 City Council Meeting)***
**A response to a correspondence from Michael Manlin, MRM Manlin Development Group, dated December 18, 2015, regarding P.Z. 15, 16, & 17-14 Bordeaux Estates at Wildwood—Plat Two; R1-A 22,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD); west side of East Avenue, south of Manchester Road; which seeks modifications to the governing site-specific ordinance, thereby allowing front entry garages in the Town Center Area, along with modifications to materials and other design components associated with this three (3) lot residential subdivision. (Ward – Eight)**

A motion was made by Council Member McGowen, seconded by Council Member Goodson, to unpostpone the public hearing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Bowlin opened the public hearing. Ms. Greene-Beldner read the public hearing into the record.

Director of Planning and Parks Vujnich reviewed the request from the petitioner.

Discussion was held regarding the following: is this development in Town Center; the garages would be an exception; are these models comparable with the already built ones; spoke with trustees and they wanted consistency with the new section; happy that there is a compromise; exception does not set a precedence.

A motion was made by Council Member Garritano, seconded by Council Member Goodson, to authorize the Department of Planning to prepare the necessary legislation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

There being nothing further, Mayor Bowlin closed the public hearing.

***(Postponement to be requested at the May 23, 2016 City Council Meeting – Planning and Zoning Commission has not completed its review)***

**P.Z. 19-15 1971 Pond Road, Payne Family Homes L.L.C., 10407 Baur Boulevard, Suite B, St. Louis, Missouri, 63132 – A request for the application of a Planned Residential Development Overlay District (PRD), within the NU Non-Urban Residence District for a 78.0 acre tract of land that is located on the north side of State Route 100, west of Pond Road (Locator Number: 23W520053/Street Address: 1971 Pond Road). Proposed Use: A total of twenty-six (26) individual lots, with common ground, and required public space areas. Lots would range in size from one (1) acre to four and one-half (4.5) acres. (Ward – One)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, to postpone the public hearing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**UNFINISHED BUSINESS**

**BILL #2183** **AN ORDINANCE AMENDING SECTION 110.120 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE.** ***Recommended by the Administration/Public Works Committee*** **(Second Reading) (Wards – All)**

**PROPOSED AMENDED**

**BILL #2183** **AN ORDINANCE AMENDING SECTION 110.120 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE.**

A motion was made by Council Member Dodwell, seconded by Council Member McCutchen, for the second reading of Bill #2183. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2183 was read for the second time by title only.

A motion was made by Council Member Marshall, seconded by Council Member Alexander, to postpone Bill #2183, to make sure the amended Bill matches the Wildwood City Charter. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**BILL #2184** **AN ORDINANCE AMENDING SECTION 110.250 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE.** ***Recommended by the Administration/Public Works Committee*** **(Second Reading) (Wards – All)**

A motion was made by Council Member Dodwell, seconded by Council Member Bertolino, for the second reading of Bill #2184. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2184 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2184 with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Abstain – None
Whereupon Mayor Bowlin declared Bill #2184 approved, passed and it became **ORDINANCE #2184**.

**BILL #2185** **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GOLTERMAN AND SABO ARCHITECTURAL PRODUCTS FOR PHASE TWO OF THE CITY OF WILDWOOD MUNICIPAL BUILDING ACOUSTICAL TREATMENT PROJECT.** ***Recommended by the Administration/Public Works Committee*** **(Second Reading) (Ward – Eight)**

A motion was made by Council Member Garritano, seconded by Council Member Goodson, for the second reading of Bill #2185. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2185 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2185 with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Abstain – None
Whereupon Mayor Bowlin declared Bill #2185 approved, passed and it became **ORDINANCE #2185**.

**NEW BUSINESS**

**BILL #2187** **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A 2ND AMENDED CONTRACT ON BEHALF OF IT WITH OATES ASSOCIATES FOR ITS ON-GOING DEVELOPMENT OF ENGINEERED DRAWINGS/PLANS, ALONG WITH CONSTRUCTION MANAGEMENT AND ADMINISTRATION, FOR THE EXTENSION OF THE PARK'S INTERNAL ROADWAY, TO THE WESTERN TERMINUS OF POND-GROVER LOOP ROAD, AND CONSTRUCTION OF A MULTIPLE-USE TRAIL, ALL IN ASSOCIATION WITH THE COMMUNITY PARK PROJECT – PHASE 2, CONSISTENT WITH THE ATTACHED CONTRACT AND EXHIBITS, WHICH ARE BEING RECOMMENDED BY THE PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE OF CITY COUNCIL.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(First Reading) (Wards – All)**

A motion was made by Council Member Levitt, seconded by Council Member Dodwell, for the first reading of Bill #2187. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2187 was read for the first time by title only.

A motion was made by Council Member Dodwell, seconded by Council Member Cullinane, for the second reading of Bill #2187. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2187 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2187, with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Whereupon Mayor Bowlin declared Bill #2187 approved, passed and it became **ORDINANCE #2187.**

**RESOLUTION(S)**

**RESOLUTION #2016-14** **A RESOLUTION AUTHORIZING AN AGREEMENT WITH GERARD MARKETING GROUP FOR MARKETING AND PUBLIC RELATIONS SERVICES FOR THE CITY OF WILDWOOD.** ***Recommended by the Administration/Public Works Committee*** **(Wards – All)**

A motion was made by Council Member Bertolino, for the adoption of Resolution #2016-14, which motion was seconded by Council Member Manton. Resolution #2016-14 was read into the record. A voice vote was taken for the approval of Resolution #2016-14 with a unanimous affirmative result.

**RESOLUTION #2016-15 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD MISSOURI THAT AUTHORIZES THE ACCEPTANCE OF THE ESSEN LOG CABIN FROM THE KARST-SCHOENBECK FAMILIES, AS A CHARITABLE DONATION TO THE CITY OF WILDWOOD, MISSOURI AND ITS RESIDENTS, BOTH NOW AND FUTURE GENERATIONS.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(Wards – All)**

A motion was made by Council Member Baugus, for the adoption of Resolution #2016-15, which motion was seconded by Council Member Dodwell. Resolution #2016-15 was read into the record. A voice vote was taken for the approval of Resolution #2016-15 with a unanimous affirmative result.

**OTHER**

A motion was made by Council Member Cullinane, seconded by Council Member McGowen, to approve the expenditures. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**Receive and File – A recommendation regarding P.Z. 8-16 James Thurman, 930 Kingsridge Court, Wildwood, Missouri, 63021, c/o Sport Court St. Louis, 343 Great Oaks Drive, Labadie, Missouri 63055 – a request for the installation of an outdoor game court that is twenty-six (26) feet by thirty-four (34) feet in size, which is to be located at 930 Kingsridge Court, Wildwood, Missouri (Locator Number 24T110296) (Ward – Eight)**

Director of Planning and Parks Vujnich stated the Commission believed the necessary requirements were met to ensure the outdoor game court will not be an imposition on surrounding properties; will not be visible from surrounding properties; projectiles will be prevented from exiting the property onto neighboring lots; and stormwater management issues will be reviewed and addressed by the Department of Public Works, through its Grading Permit process. Director of Planning and Parks Vujnich stated the Planning and Zoning Commission approved the request.

**Receive and File – A recommendation regarding the required public meeting for St. Louis County P.C. 69-91 Frank Erickson, which was held on April 18, 2016 and set forth in the conditions of the Amended C-8 Planned Commercial District Ordinance #1960 relative to its allowance for the proprietor of the restaurant to hold live music performances on the outdoor patio area located on the south side of the existing building. (Ward – One)**

Director of Planning and Parks Vujnich stated the Planning and Zoning Commission recommended a twelve (12) month extension of time for live performances on the outdoor patio be granted under the current conditions of the site-specific ordinance for this property.

**Receive and File – A Resolution by the Planning and Zoning Commission Adopting the Master Plan 2016, as the Master Plan of the City of Wildwood, Missouri. (Wards – All)**

Director of Planning and Parks Vujnich stated this Resolution, in the form of *Resolution 1-16* by the City of Wildwood's Planning and Zoning Commission, was adopted by a majority vote of the full membership of the Planning and Zoning Commission.

**ADJOURNMENT**

A motion was made by Council Member Stine, seconded by Council Member Marshall, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 8:32 p.m.

Approved this _____ day of _____, 2016.

_____
James R. Bowlin, Mayor

ATTEST:

_____
Deputy City Clerk

DRAFT

# COUNCIL WORK SESSION MINUTES
# COUNCIL CHAMBERS

## WILDWOOD CITY HALL
## 16860 Main Street
## City of Wildwood, Missouri 63040

## MONDAY, MAY 23, 2016
## 6:00 P.M.

The meeting was called to order at 6:00 P.M.

A roll call was taken with the following results:

| Present | Absent |
|---|---|
| Bowlin | Cox |
| McGowen | |
| DeHart | |
| Marshall | |
| Manton | |
| Baugus | |
| Cullinane | |
| Dodwell | |
| McCutchen | |
| Bertolino | |
| Porter | |
| Alexander | |
| Stine | |
| Levitt | |
| Goodson | |
| Garritano | |

**MAYOR'S COMMENTS/ANNOUNCEMENTS/APPOINTMENTS** – None

**FOR INFORMATION**

**Planning/Economic Development/Parks Committee**
**Ongoing and Long-Term Maintenance Costs for Parks and Trail Facilities (Wards – All)**

Mayor Bowlin stated Director of Planning and Parks Vujnich provided the report to the City Council and asked if anyone had any comments or questions relating to the information.

DRAFT

**Update on Pond-Grover Loop Road Committee (Ward – Five)**

Mayor Bowlin stated Director of Planning and Parks Vujnich provided the report to the City Council and asked if anyone had any comments or questions relating to the information.

**FOR ACTION**
**Administration/Public Works Committee**
**Selection of Marketing and Public Relations Firm (Wards – All)**

Council Member Dodwell noted they reviewed responses from thirteen (13) companies and interviewed four (4). Council Member Dodwell stated the Committee was recommending Gerard Marketing.

Representatives from Gerard Marketing spoke regarding the following: the marketing plan they were proposing for the City of Wildwood; an overview of what the company does; everything they do will be based on the City's strategic planning; will help with talking to the media; discussed how they would create and execute a strategic communications plan for economic development, community engagement, and crisis management.

**Old State Road Concept Plan – Cost-Share Agreement (Wards – Seven and Eight)**

Director of Public Works Brown stated the Department was recommending that the City enter into a cost share agreement with the St. Louis County Department of Transportation and the City of Ellisville to complete the conceptual design of improvements to Old State Road from south of Pierside Lane to Old State Spur for a cost of $21,000.

A motion was made by Council Member Levitt, seconded by Council Member Garritano, to authorize the Department of Public Works to prepare legislation supporting the recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**Planning/Economic Development/Parks Committee**
**Acceptance of the Essen Log Cabin by the City of Wildwood from Private Donors (Wards – All)**

Discussion was held regarding the following: with the theft was there any damage to the log cabin; logs are in good condition; reassembly can be done; are we able to retrieve the foundation; foundation was only a two foot crawl space and it would be better to start with a new foundation; saved some of the stone and will incorporate it; there is a Resolution on the agenda regarding this matter.

**Utility and Other Issues within Community Park – Phase Two Project Area (Ward – One)**

Discussion was held regarding the following: does this have any impact on timeline or costs; survey indicates no easements; title report identifies it as well; does any of the delays caused by the utilities cause delays for the city; lost about 6 weeks already; it will have an impact; utilities aware of this a long time ago; there is legislation on the agenda regarding this matter.

**EXECUTIVE [CLOSED] SESSION with regard to operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health [RSMO 610.021 (18) 1994].**

A motion was made by Council Member Dodwell, seconded by Council Member Levitt, to go into Executive Session with regard to operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health [RSMO 610.021 (18) 1994].

A roll call vote was taken with the following results:
Ayes – Bowlin, McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Abstain – None
Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Baugus, seconded by Council Member Manton, to go out of Executive Session at 7:02 p.m. with regard to operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health [RSMO 610.021 (18) 1994].

A roll call vote was taken with the following results:
Ayes – Bowlin, McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – Cox
Abstain – None
Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Stine, seconded by Council Member Marshall, to adjourn Work Session. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Work Session was adjourned at 7:05 p.m.

DRAFT

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**M E M O R A N D U M**

TO: Council Members

FROM: Jim Bowlin, Mayor

DATE: June 10, 2016

RE: Appointment – Architectural Review Board (ARB) – Mr. Andrew Lindbergh

DIST: Ryan Thomas
Laura Rechtin

BACKGROUND

The term for Alternate ARB member Andrew Lindbergh expired on May 31, 2016. Mr. Lindbergh has been involved in numerous Wildwood issues, and is a registered professional engineer. His educational background is extensive, with Bachelor's and Master's degrees from Washington University.

Mr. Lindbergh's Resume is attached for your reference.

I have discussed this reappointment with Council Liaison Baugus, and he is in support.

RECOMMENDATION

I recommend the reappointment of Mr. Lindbergh as an Alternative member of ARB be approved at our June 13, 2016 Council meeting.

Please let me know if you have any questions, or if you would like to discuss this.

Att. - 1

# ANDREW E. LINDBERG

Box 86
Wildwood, MO. 63040

Phone: 636-458-0287
E-mail: 76lindy@msn.com


## CAREER SUMMARY

Registered Professional Engineer in the state of Missouri having completed an honored ten years of teaching and consulting in engineering education. Accompanying consulting/business career has been in Mechanical and Process Engineering leadership and innovation.

**Solutia / Monsanto – St. Louis, MO** **1980 - 2001**
**PRINCIPAL ENGINEER**

Designed facilities, trained staff, met safety, scheduling, and cost constraints, while building new processes and improving production rates. Roles include Project Manager, Lead Engineer, Maintenance Engineer and Utilities Engineer.

- Developed and evaluated oven design and production site selection for a manufacturing demonstration facility.
- Designed process systems for a second nylon polymer line conversion to polymer production with pelletizing, drying, cooling, screening, blending and dense phase conveying.
- Designed and tested combustion burner and controls for an acid plant. Design was for steam versus compressed air fuel atomization. Acid storage, piping, pumping systems, filtration system, installation, and start-up were a major part of the project. Project cost, schedule, and performance met objectives.
- Developed the modification of production facilities for new phosphates production in existing facilities. Crystallization, drying, milling, and product handling systems were tested, modified, and put into production.
- Led in the definition, and development of required construction bid packages for a $2.1 million control room building and production line upgrade.
- Led in design, field installation and start-up of a $2.3 million B47 Dryer scrubber project. Installation met safety, performance, cost, and schedule constraints.

**St. Louis Community College – St. Louis, MO** **1969 - 1979**
**ASSOCIATE PROFESSOR** – Mechanical Engineering Technology Department Head

Managed faculty, staff, schedules, budgets, laboratories and supplies. Results oriented with strong track record in having met schedules, reduced costs, and improved systems and operations.

- Doubled Mechanical Technology Program enrollment in seven years.
- Initiated first St. Louis Public School Numerical Control Processing course.
- Coordinated the Mechanical Engineering Program facilitating student transition from junior college to Missouri state four-year university and college programs.
- Papers Chairman, American Society of Engineering Education.

## EDUCATION, TRAINING, and RECOGNITIONS

**Washington University – St. Louis, MO**
**Masters Degree, Mechanical Engineering (with thesis)** **1967**

**Washington University – St. Louis, MO**
**Bachelor of Science Degree, Mechanical Engineering (honors)** **1964**

**National Science Foundation – Heat transfer and Fluid Mechanics**

**University of Missouri - Columbia, MO Department of Education**
Twenty-seven hours earned toward teacher certification.

**Purdue University – Indianapolis, IN , Polymer Science**

**Elliot Honors in Mechanical Engineering**

**Missouri Society of Professional Engineers Award for Outstanding Achievement for distinguished service in education.**

## COURSES TAUGHT

Fluid mechanics labs
Engineering Thermodynamics
Dynamics – Engineering Mechanics II
Manufacturing Processes I & II,
Instrumentation
Operating Procedures
Writing Standard Operating Procedures
Heat transfer labs
Statics - Engineering Mechanics I
Numerical Control Programming – APT
Material Science and Labs
Energy Conversion and HVAC
Maintenance Procedures

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**M E M O R A N D U M**

TO: Council Members

FROM: Jim Bowlin, Mayor

DATE: June 10, 2016

RE: Appointment – Board of Public Safety (BPS) – Mr. John Bradley

DIST: Ryan Thomas
Laura Rechtin

BACKGROUND

The term for Mr. Bradley on BPS expires June 30, 2016. Mr. Bradley has served Wildwood well as a member of the Board, and is the Assistant Chief of Fire and Emergency Medical Services with the Metro West Fire Protection District. He has a Bachelor's degree in Fire Service Administration, and a Master's degree in Human Resource Management.

Mr. Bradley's Resume is attached for your reference.

I have discussed this reappointment with BPS member Dave Bertolino, and he is in support.

RECOMMENDATION

I recommend the reappointment of Mr. Bradley as a member of BPS be approved at our June 13, 2016 Council meeting.

Please let me know if you have any questions, or if you would like to discuss this.

Att. - 1

# John Dean Bradley

**16162 Lakeshore Terrace Court** **636-458-2100**
**Wildwood, Missouri 63038** **johnbr@metrowest-fire.org**


---

## Executive Summary

Assistant Chief of Fire and Emergency Medical Services with the Metro West Fire Protection District; this has provided me the opportunity to utilize knowledge, organizational skills, and education to benefit the organization. Effective combination of interpersonal, analytical, organizational qualifications with strengths in:

-Coordination with Existing Organizations
-Public Speaking and Community Outreach
-Team Building, Training and Management
-Program Development and Direction
-Evaluation and Reporting
-Federal and State Regulatory Compliance
-Strategic Planning and Critical Thinking
-Financial Management and Forecasting

## Professional Experience

Metro West Fire Protection District, Wildwood, Missouri
**Assistant Chief of Fire and Emergency Medical Services**
Currently overseeing 15 million dollars in district funds and forecasting, planning and implementing 19 million dollars in bond funds. Chief Human Resource Officer of the fire district. Additionally, the Fire Marshall, Chief Medical officer and Chief of Operations report to my office.

Boone County Fire Protection District, Columbia, Missouri
**Safety Officer; Missouri Task Force One – FEMA Urban Search and Rescue Team**
I am currently assigned to the 'Red Team' and under the supervision of Assistant Chief Doug Westhoff of the Boone County Fire Protection District.

## Additional Qualifications

Master of Science - Human Resource Management
Bachelor of Science – Fire Service Administration
Associates of Applied Science – Fire Service Technology
Enrolled in the National Fire Academy Executive Fire Officer Program - 2019
State of Missouri Public Information Officer Instructor
Fire Instructor I and II; Missouri Division of Fire Safety
Fire Officer I and II; University of Missouri
Hazardous Materials- Operations, Awareness, and Technician
Rescue Systems I and II, Texas Engineering Extension Service
Dive Rescue International; Public Safety Diver, Dive Rescue 1, Instructor
Swift Water Rescue Technician I

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# PRIMER

# PUBLIC FINANCING PROPOSAL

## Proposal 2015-01

**Payne Family Homes**
**(Main Street Crossing Project)**

**City of Wildwood, Missouri**
**Development Finance Group's Recommendation**
**Issue Date – June 13, 2016**
**"Planning Tomorrow Today®"**

The Development Finance Group (DFG) has been meeting on a regular basis to address the requests of City Council on a proposal by Payne Family Homes ("PFH") to the City of Wildwood for the Main Street Crossing Project. These requests from the City Council were set forth during its meeting on this matter that was held on March 14, 2016. Specifically, the City Council was seeking more information on the costs of the roadway improvements prompting the developer's request and how these costs could be allocated to the parties in a more clear and concise fashion.

To this end, the DFG has held meetings with PFH over the course of the past few weeks, first on April 5, 2016 and then again on April 19, 2016, to discuss project costs, proposed allocation of funding and other considerations to improve the financial viability of the development. As a result, the DFG prepared a final recommendation to the City Council for its consideration at the April 25, 2016 City Council Work Session, from which it authorized the scheduling of a Public Hearing to receive public input for consideration of the request and recommendation. This recommendation is organized in two separate parts, for costs associated with MO Route 109 Improvements and Main Street Improvements.

**PART ONE: MO ROUTE 109 IMPROVEMENTS**

Principally, the MO Route 109 Improvements include the construction of a roundabout to accommodate the intersection of Main Street with MO Route 109, including associated right-of-way improvements within the State right-of-way. An application for federal transportation funding had been submitted to the East-West Gateway Council of Governments, which, if awarded, would have funded 80% of the cost of these improvements, in addition to an upgrade from a single-lane to multi-lane roundabout and additional improvements to the north and south along MO Route 109.

| | |
|---|---|
| **Current Cost Estimate:** | **$1,518,225** |
| Federal Share of Cost (80%): | $1,214,580 |
| Local Share of Cost (20%): | **$ 303,645** |

It has since been learned that the City's 2016 application for federal funding is not recommended to receive funding; therefore, it will be necessary to reapply for this funding in 2017. The East-West Gateway Council of Governments has provided some guidance on how to improve our chance for funding next year, which includes a reduced scope of work to improve the cost-effectiveness score.

If PFH wishes to proceed with the Main Street Crossing development, without the certainty of funding for the roundabout, it may request approval of an interim improvement for access to MO Route 109. This request would require the approval of both the City and MoDOT. The City's review would begin with its Planning & Zoning Commission. If approved, the interim condition would likely remain in place until the year 2019 at the earliest, when the federal funding may become available.

**DFG Recommendations for Local Share of Cost for MO Route 109 Improvements:**

1. $303,645 funded 100% by the City of Wildwood
2. Sources of City funding:
    a. Current East Area and West Area TGA Fund Balances: $165,000
    b. Future Collected East Area and West Area TGA Funds: $138,645
3. Recommendation subject to the approval of the City's application for federal funding in 2017

**Reasons for Recommendation:**

1. Although required as a condition of the rezoning of the Main Street Crossing site, the improvements to MO Route 109 serve a regional benefit, and would be desired with or without the development.
2. With the construction phase of the federally-funded project not scheduled until the Year 2019 at the earliest, adequate time remains to increase the balance of the East Area and West Area TGA Funds from monies collected from other planned developments, thereby making it possible to fund the improvements without necessitating the use of general revenue and/or capital project funds.

**PART TWO: MAIN STREET IMPROVEMENTS**

Principally, the Main Street Improvements include the construction of Main Street, including associated streetscape improvements, between Eatherton Road and MO Route 109.

| | |
|---|---|
| **Current Cost Estimate:** | **$1,471,517** |
| Committed Developer Funding: | $ 400,000 |
| Unfunded Cost: | **$1,071,517** |

**DFG Recommendations for Unfunded Cost of Main Street Improvements:**

1. Waiver of the TGA Funds to be collected from the Main Street Crossing development (approximately $250,000).
2. Provide to PFH TGA Funds collected by the City at the time the commercial outlots are developed (approximately $200,000).
3. Remaining unfunded cost ($621,517) to be funded by PFH, except as it may be reduced through identified design modifications, if approved by the appropriate divisions of City Government,

including the Planning & Zoning Commission and/or Department of Public Works [not a function of the DFG and outside the scope of this review]

**Reasons for Recommendations:**

1. The waiver of the TGA Funds to be collected from the Main Street Crossing development is justified, in light of the off-site improvements provided across the commercial outlots and as acknowledged in the conditions of the rezoning.
2. Completing the improvements to both Route 109 and Main Street, as provided herein, should spur development of the commercial outlots, justifying the allocation of the to-be collected TGA Funds to PFH.
3. A number of potential design modifications have been identified, which involve lighting, utilities and contributions by other parties, which could reduce the remaining identified unfunded cost [not a function of the DFG and outside the scope of this review].
4. Notwithstanding any further cost reductions due to approved design modifications, the total unfunded cost of $621,517 would result in a minimal additional cost of less than $6,000 per residential lot.

**SUMMARY OF RECOMMENDED CITY CONTRIBUTION:**

| | |
|---|---|
| Route 109 Improvements: | $303,645 |
| Main Street Improvements: | $450,000 |
| **Total Recommended Contribution:** | **$753,645** |
| ***Percentage funded by current/future TGA funds:*** | ***100%*** |

Following public comment, if the City Council wishes to proceed with the recommendation of the DFG (subject to the uncertainty of funding for the Route 109 roundabout), the appropriate next step would be to refer the matter to the Planning & Zoning Commission to review the site specific conditions associated with the current zoning approval.

**Attachments:**

Letter from Payne Family Homes, identifying cost saving opportunities (April 21, 2016)
Updated Cost Estimate – Main Street (April 19, 2016)
Updated Cost Estimate – MO Route 109 Improvements (April 12, 2016)
Updated Cost Estimate – Eatherton Road (April 12, 2016)
DFG's 2nd Addendum to Report and Recommendation (April 25, 2016)
DFG's 1st Addendum to Report and Recommendation (March 14, 2016)
DFG's Original Report and Recommendation (February 22, 2016)

April 21, 2016

**VIA ELECTRONIC MAIL**
City of Wildwood
Department of Planning
Attn.: Mr. Joe Vujnich
16860 Main Street
Wildwood, MO 63040

**RE: Main Street Crossing Development Cost Saving Opportunities**

Dear Mr. Vujnich:

During our meeting with the Development Finance Group (DFG) on 4/5/16, the Payne Family Homes (PFH) team and the DFG discussed several potential opportunities for development cost savings related to the above property.

This effort was undertaken after the Director of Public Works identified cost savings, and scope adjustments in an email dated 3/28/16. These changes are reflected in the attached cost estimates entitled "CURRENT" for each of Hwy 109 Improvements, Main Street, and Eatherton Rd.

During our subsequent meeting on 4/19/16, the DFG stated to the PFH team that the Hwy 109 Roundabout and associated Improvements are planned to be undertaken by the City as part of a project that would not require PFH financial contribution, so any reference to that portion of the table below has been removed, and the figures adjusted accordingly.

The following potential cost savings were identified in our meeting on 4/5/16 as possible ways to decrease project cost:

**[The remainder of this page was intentionally left blank.]**

10407 Baur Blvd. Suite B St. Louis, MO 63132 Phone: 314.996.0300 / Fax: 314.996.0309
www.PayneFamilyHomes.com

## MAIN STREET CROSSING POTENTIAL COST SAVINGS

| Cost item | Proposed Change | Potential Savings |
|---|---|---|
| Street Lights | Alternating 75' spacing; no lights in the street median | $144,000.00 |
| Utility Relocations | Request Ameren to absorb these costs, as they are related to development of City roads in ROW | $130,000.00 |
| Street Improvements (Street trees, sidewalk, handicapped ramp) | Costs to be paid by commercial outlots when developed | $128,151.00 |
| Water Main | Remove cost for water main per Missouri American Water email | $144,340.00 |

## EATHERTON ROAD POTENTIAL COST SAVINGS

| Cost Item | Proposed Change | Potential Savings |
|---|---|---|
| Street Lights | Alternating 75' spacing; | $31,500.00 |
| Utility Relocations | Request Ameren to absorb these costs, as they are related to development of City roads in ROW | $140,000.00 |

## CONTINGENCY SAVINGS

| Cost Item | Proposed Change | Potential Savings |
|---|---|---|
| Contingency | Reduction in overall project contingency as reflected by potential reduced project cost | $71, 799.10 |

Total potential project cost savings: $789,790.10

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**It is acknowledged by PFH, and it should be noted here, that some of the above potential cost savings require additional City approvals, and/or the agreement and cooperation of third parties in order to be achieved—including but not limited to City entities other than the DFG, the owners of adjacent parcels, utility companies, etc. These agreements and approvals are not assumed by PFH, or guaranteed in any way by the City or the DFG, but could be obtained through PFH's continued cooperation with the City, and ongoing efforts of PFH with third parties.**

We would like to thank the DFG for its efforts in helping to identify the potential synergies and cost saving opportunities listed above, and note that we look forward to working with all parties to see as many of these opportunities implemented as possible.

Please contact me if you should have any questions, or require additional input on this very important subject.

Very truly yours,

**PAYNE FAMILY HOMES, L.L.C.**

By: _____
Thomas E. Cummings, VP of Land Acquisition

Cc via email with attachments:

Hon. Tim Woerther
Rob Golterman
Ryan Thomas
Rick Brown
David Neiers
Bill Allen
Mike Falkner

10407 BAUR BLVD. SUITE B ST. LOUIS, MO 63132 PHONE: 314.996.0300 / FAX: 314.996.0309

WWW.PAYNEFAMILYHOMES.COM

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**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**Revised April 19, 2016**

## "MAIN STREET" IMPROVEMENTS:

### GRADING / SILTATION CONTROL - Main Street:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| CLEARING & CHIPPING | 1.3 | AC. | $6,500 | $8,450 |
| WASHDOWN STATION | 0 | EA. | $5,750 | $0 |
| TEMPORARY SEDIMENT BASIN | 1 | EA. | $3,500 | $3,500 |
| ROUGH GRADING | 21,600 | C.Y. | $2.50 | $54,000 |
| SOD WITHIN RIGHT-OF-WAY | 7,263 | S.Y. | $3.50 | $25,421 |
| HYDROSEEDING SLOPES | 8,070 | S.Y. | $1.15 | $9,281 |
| NATURAL RESOURCE PROTECTION FENCE | 773 | L.F. | $3.00 | $2,319 |
| SILT FENCE | 1,590 | L.F. | $2.00 | $3,180 |
| SILT FENCE MAINTENANCE | 1,590 | L.F. | $1.00 | $1,590 |
| SOIL TESTING | 21,600 | C.Y. | $0.35 | $7,560 |
| | | | TOTAL: | **$115,300** |

### STREETS- Main Street:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 4,033 | S.Y. | $47.00 | $189,551 | |
| 4" TYPE 1 AGGREGATE BASE (PAVEMENT) | 4,840 | S.Y. | $4.40 | $21,296 | |
| 22' ACCESS DRIVE ENTRANCE APRON (2"c,10"x) | 0 | S.Y. | $47.00 | $0 | |
| 6" VERTICAL CONC. CURB & GUTTER | 7,264 | L.F. | $20.70 | $150,365 | |
| 5' WIDE CONCRETE SIDEWALK | 3,632 | L.F. | $19.00 | $69,008 | (1) |
| 4" TYPE 1 AGGREGATE BASE (SIDEWALK) | 2,020 | S.Y. | $4.40 | $8,888 | (1) |
| STREET SIGNS | 5 | S.F. | $200 | $1,000 | |
| GUARDRAIL | 635 | L.F. | $21.00 | $13,335 | |
| HANDICAP RAMP | 10 | EA. | $1,035 | $10,350 | (1) |
| | | | TOTAL: | **$463,793** | |

### WATER MAIN- Main Street:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| 8" D.I. / VALVES AND FITTINGS | 1,892 | L.F. | $70 | $132,440 | |
| HYDRANT AND VALVE | 6 | EA. | $1,900 | $11,400 | |
| CONNECTION TO EXISTING MAIN | 1 | EA. | $500 | $500 | |
| | | | TOTAL: | **$144,340** | (1) |

**STORM SEWERS- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STORM MANHOLE | 1 | EA. | $1,640.00 | $1,640 |
| DOUBLE CURB INLET | 9 | EA. | $2,650.00 | $23,850 |
| 18" R.C.P. | 460 | L.F. | $38.00 | $17,480 |
| PIPE BEDDING (18" R.C.P.) | 460 | L.F. | $4.80 | $2,208 |
| 24" R.C.P. | 170 | L.F. | $48.50 | $8,245 |
| PIPE BEDDING (24" R.C.P.) | 170 | L.F. | $4.90 | $833 |
| 30" R.C.P. | 140 | L.F. | $68.00 | $9,520 |
| PIPE BEDDING (30" R.C.P.) | 140 | L.F. | $5.00 | $700 |
| 24" FLARED END SECTION | 1 | EA. | $1,295.00 | $1,295 |
| 30" FLARED END SECTION | 2 | EA. | $1,400.00 | $2,800 |
| JETTING | 790 | L.F. | $1.50 | $1,185 |
| GRANULAR FILL UNDER PAVEMENT | 385 | TN. | $11.00 | $4,235 |
| RIP-RAP / HEAVY STONE REVETMENT | 100 | S.Y. | $47.00 | $4,700 |
| MSD INSPECTION FEE | 790 | L.F. | $3.39 | $2,678 |
| | | | TOTAL: | **$81,369** |

| | | | | |
|---|---|---|---|---|
| **ENGINEERING AND CONSTRUCTION SURVEY** | 0 | EA. | $45,000.00 | **$0** |

**LANDSCAPING - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| STREET TREES (Every 30 ft) | 126 | L.S. | $275 | $34,650 | (1) |
| LANDSCAPING (Waldbart Bid) | 1 | L.S. | $7,240 | $7,240 | |
| | | | TOTAL: | **$41,890** | |

**MISC. UTILITY - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| AMEREN FACILITY RELOCATIONS | 1 | L.S. | $110,000 | $110,000 | (1) (2) |
| CABLE & ATT RELOCATIONS | 1 | L.S. | $20,000 | $20,000 | (1) |
| ELECTRIC -STREET LIGHTS | 60 | EA. | $4,500 | $270,000 | (1) |
| ELECTRIC -2" CONDUIT | 3,945 | L.F. | $6.30 | $24,854 | |
| ELECTRIC TRENCHING | 3,945 | L.F. | $3.50 | $13,808 | |
| ELECTRIC PULL BOX | 8 | EA. | $875.00 | $7,000 | |
| | | | TOTAL: | **$445,661** | |

| IRRIGATION SYSTEM- MAIN STREET | QTY | | UNIT COST | TOTAL |
|---|---|---|---|---|
| R/W (27'X1940') = 52,380 SQ FT | 52,380 | S.F. | $0.75 | **$39,285** |
| ISLAND ( 11'X740') = 8,140 SQ FT | 8,140 | S.F. | $0.75 | **$6,105** |
| | | | TOTAL: | **$45,390** |

| | |
|---|---|
| **"MAIN STREET" IMPROVEMENTS SUBTOTAL** | **$1,337,743** |
| CONTINGENCY 10 % | $133,774 |
| **"MAIN STREET" IMPROVEMENTS TOTAL** | **$1,471,517** |

(1) Potential cost savings exist, as identified by PFH and the DFG. These cost savings require additional agreements, approvals, and/or cooperation from third parties, and are not assumed to be a part of this revised cost estimate.
(2) Price received from Ameren in email dated August 13, 2014 from Bob Bailey

GENERAL NOTES:

1) This cost estimate was prepared from the preliminary plan and is not based on actual final engineering and approved plans.
2) This estimate is not based on actual bids from contractors and is merely an opinion of the probable cost.
3) No construction management fees, permits, finance fees, offsite easements, utility services, etc. are included in this analysis.
4) No cost for hauling additional grading material on or off site has been included. Balance onsite is anticipated.
5) Grading cost wiill vary depending on the time of year grading takes place.
6) Excluded items:
   - Land Cost
   - Real Estate Taxes
   - Submittal Fees

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ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**April 12, 2016**

## "MODOT / 109" IMPROVEMENTS:

### GRADING / SILTATION CONTROL - MoDOT / 109 Improvements:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| CLEARING & CHIPPING | 1.4 | AC. | $6,500 | $9,100 | |
| ROUGH GRADING | 31,090 | C.Y. | $3.50 | $108,815 | (3) |
| EARTH HAUL / IMPORT | 31,090 | C.Y. | $10.00 | $310,900 | |
| SOD | 7,744 | S.Y. | $3.50 | $27,104 | |
| SILT FENCE | 1,275 | L.F. | $4.00 | $5,100 | |
| SILT FENCE MAINTENANCE | 1,275 | L.F. | $1.00 | $1,275 | |
| SOIL TESTING | 31,900 | C.Y. | $0.35 | $11,165 | |
| | | | **TOTAL:** | **$473,459** | |

### IMPROVEMENTS - MoDOT / 109 Improvements:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 1 3/4" SP125CLP RESURFACE OF EX. PAVEMENT | 1,360 | S.Y. | $10.00 | $13,600 |
| 1 3/4" SP125CLP / 9 1/4" SP250C OVER 4" TYPE 5 | 3,319 | S.Y. | $49.70 | $164,954 |
| 7" STAMPED CONCRETE TRUCK APRON | 370 | S.Y. | $70.00 | $25,900 |
| ASPHALTIC CONCRETE PAVEMENT (Temporary) | 900 | S.Y. | $47.00 | $42,300 |
| 4" TYPE 1 AGGREGATE BASE | 1,068 | S.Y. | $4.40 | $4,699 |
| FULL DEPTH SAWCUT | 1,200 | L.F. | $6.00 | $7,200 |
| 8" MEDIAN ISLAND | 630 | S.Y. | $62.50 | $39,375 |
| TYPE A CURB & GUTTER | 890 | L.F. | $20.70 | $18,423 |
| 6" VERTICAL CURB | 550 | L.F. | $10.62 | $5,841 |
| 6" MOUNTABLE CURB | 290 | L.F. | $27.77 | $8,053 |
| 8' WIDE CONCRETE SIDEWALK | 995 | L.F. | $30.00 | $29,850 |
| HANDICAP RAMP | 3 | EA. | $1,035.00 | $3,105 |
| GUARD RAIL (STANDARD, NOT WOOD FACED) | 660 | L.F. | $21.00 | $13,860 |
| CRASHWORTHY END TERMINAL | 2 | EA. | $1,984.00 | $3,968 |
| REMOVAL OF EXISTING ASPHALT ROADWAY | 438 | S.Y. | $42.00 | $18,396 |
| TEMPORARY TRAFFIC CONTROL | 1 | L.S. | $10,000 | $10,000 |
| CONSTRUCTION STAGING | 1 | L.S. | $50,000 | $50,000 |
| | | | **TOTAL:** | **$459,525** |

**STORM SEWERS- MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 30" R.C.P. | 20 | L.F. | $68.00 | $1,360 |
| PIPE BEDDING (30" R.C.P.) | 20 | L.F. | $5.00 | $100 |
| 30" FLARED END SECTION | 1 | EA. | $1,400.00 | $1,400 |
| JETTING | 20 | L.F. | $1.50 | $30 |
| GRANULAR FILL UNDER PAVEMENT | 36 | TN. | $11.00 | $396 |
| RIP-RAP / HEAVY STONE REVETMENT | 33 | S.Y. | $47.00 | $1,551 |
| 5' x 3' CONCRETE BOX CULVERT | 10 | L.F. | $210.00 | $2,100 |
| 10'x10' CONCRETE BOX CULVERT | 315 | L.F. | $975.00 | $307,125 |
| MSD INSPECTION FEE | 345 | L.F. | $3.39 | $1,170 |
| | | | **TOTAL:** | **$315,232** |

**LANDSCAPING:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| STREET TREES (Every 30 ft.) | 33 | EA. | $275.00 | $9,075 | (1) |
| LANDSCAPING ROUNDABOUT | 1 | L.S. | $5,000 | $5,000 | (1) |
| | | | **TOTAL:** | **$14,075** | |

**DETENTION AND WATER QUALITY:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| BIORETENTION AND UNDERDRAINS | 595 | S.F. | $18.00 | $10,710 |
| CONTROL STRUCTURE | 1 | EA. | $6,000 | $6,000 |
| | | | **TOTAL:** | **$16,710** |

| | | | | |
|---|---|---|---|---|
| **ENGINEERING AND CONSTRUCTION SURVEYING** | 1 | L.S. | LUMP SUM | **$50,000** |

**MISC. UTILITY - MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ELECTRIC - STREET LIGHTS (LUMP SUM) | 4 | EA. | $11,926 | $47,704 |
| ELECTRIC - TRENCHING | 1,000 | L.F. | $3.50 | $3,500 |
| NOTE: Street light unit cost includes conduit, wire, post, light and footing | | | **TOTAL:** | **$51,204** |

| | |
|---|---|
| **MODOT / 109 IMPROVEMENTS SUBTOTAL** | **$1,380,204** |
| CONTINGENCY 10 % | $138,020 |
| **MODOT / 109 IMPROVEMENTS TOTAL** | **$1,518,225** |

(1) Potential cost savings exist, as identified by PFH and DFG. These cost savings require additional agreements, approvals, and/or cooperation from third parties, and are not assumed to be a part of this revised cost estimate.

(3) Grading unit cost is reflective of extra costs that will be incurred due to restricted construction zone along Hwy 109 ROW.
NOTE: No cost has been added to acquire the additional R/W to construct Roundabout

GENERAL NOTES:

1) This cost estimate was prepared from the preliminary plan and is not based on actual final engineering and approved plans.
2) This estimate is not based on actual bids from contractors and is merely an opinion of the probable cost.
3) No construction management fees, permits, finance fees, offsite easements, utility services, etc. are included in this analysis.
4) Grading cost wiill vary depending on the time of year grading takes place.

5) Excluded items:
   Land Cost
   Real Estate Taxes
   Submittal Fees
6) No cores have been taken of the existing highway 109 pavement to ensure the pavement base is suitable as a base to use in place.

THE STERLING CO.

ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**April 12, 2016**

## EATHERTON ROADWAY IMPROVEMENTS PER CITY REQUEST:

### GRADING / SILTATION CONTROL - Eatherton Road:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ROUGH GRADING | 1,300 | C.Y. | $2.50 | $3,250 |
| SOD | 570 | S.Y. | $3.50 | $1,995 |
| SOIL TESTING | 1,300 | C.Y. | $0.35 | $455 |
| | | | TOTAL: | **$5,700** |

### IMPROVEMENTS - Eatherton Road:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 1,270 | S.Y. | $47.00 | $59,690 |
| 4" TYPE 1 AGGREGATE SUBBASE | 1,533 | S.Y. | $4.40 | $6,745 |
| FULL DEPTH SAWCUT | 908 | L.F. | $6.00 | $5,448 |
| 6" VERTICAL CONCRETE CURB & GUTTER | 947 | L.F. | $20.70 | $19,603 |
| TEMPORARY TRAFFIC CONTROL | 1 | L.S. | $10,000 | $10,000 |
| CONSTRUCTION STAGING | 1 | L.S. | $10,000 | $10,000 |
| | | | TOTAL: | **$111,486** |

### MISC. UTILITY - Eatherton Road:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL | |
|---|---|---|---|---|---|
| AMEREN FACILITY RELOCATIONS | 6 | EA. | $20,000 | $120,000 | (1) |
| CABLE & ATT RELOCATIONS | 1 | L.S. | $20,000 | $20,000 | (1) |
| STREET LIGHTING | 15 | EA. | $4,500 | $67,500 | (1) |
| ELECTRIC - CONDUIT TRENCHING | 930 | L.F. | $3.50 | $3,255 | |
| | | | TOTAL: | **$210,755** | |

### LANDSCAPING - Eatherton Road:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STREET TREES | 33 | EA. | $275 | $9,075 |
| BUFFER (Waldbart Bid) | 1 | L.S. | $16,466 | $16,466 |
| | | | TOTAL: | **$25,541** |

| | |
|---|---|
| **EATHERTON ROAD IMPROVEMENTS SUBTOTAL** | **$353,482** |
| CONTINGENCY 10 % | $35,348 |
| **EATHERTON ROAD IMPROVEMENTS TOTAL** | **$388,830** |

(1) Potential cost savings exist, as identified by PFH and the DFG. These cost savings require additional agreements, approvals, and/or cooperation from third parties, and are not assumed to be a part of this revised cost estimate.

# PUBLIC FINANCING PROPOSAL

## Proposal 2015-01

**Payne Family Homes**
**(Main Street Crossing Project)**

**City of Wildwood, Missouri**
**Development Finance Group's 2nd Addendum to Report and Recommendation**
**Issue Date – April 25, 2016**
**"Planning Tomorrow Today"**

The Development Finance Group (DFG) has been meeting on a regular basis to address the requests of City Council on a proposal by Payne Family Homes ("PFH") to the City of Wildwood for the Main Street Crossing Project. These requests from the City Council were set forth during its meeting on this matter that was held on March 14, 2016. Specifically, the City Council was seeking more information on the costs of the roadway improvements prompting the developer's request and how these costs could be allocated to the parties in a more clear and concise fashion.

To this end, the DFG has held meetings with PFH over the course of the past few weeks, first on April 5, 2016 and then again on April 19, 2016, to discuss project costs, proposed allocation of funding and other considerations to improve the financial viability of the development. As a result, the DFG has reached a final recommendation to the City Council for its consideration at the April 25, 2016 City Council Work Session. This recommendation is organized in two separate parts for costs associated with MO Route 109 Improvements and Main Street Improvements.

**PART ONE: MO ROUTE 109 IMPROVEMENTS**

Principally, the MO Route 109 Improvements include the construction of a roundabout to accommodate the intersection of Main Street with MO Route 109, including associated right-of-way improvements within the State right-of-way. An application for federal transportation funding has been submitted to the East-West Gateway Council of Governments, which, if awarded, would fund 80% of the cost of these improvements, in addition to an upgrade from a single-lane to multi-lane roundabout and additional improvements to the north and south along MO Route 109.

| | |
|---|---|
| **Current Cost Estimate:** | **$1,518,225** |
| Federal Share of Cost (80%): | $1,214,580 |
| Local Share of Cost (20%): | **$ 303,645** |

**DFG Recommendations for Local Share of Cost for MO Route 109 Improvements:**

1. $303,645 funded 100% by the City of Wildwood
2. Sources of City funding:
    a. Current East Area and West Area TGA Fund Balances: $165,000
    b. Future Collected East Area and West Area TGA Funds: $138,645
3. Recommendation subject to the approval of the City's application for federal funding

**Reasons for Recommendation:**

1. Although required as a condition of the rezoning of the Main Street Crossing site, the improvements to MO Route 109 serve a regional benefit, and would be desired with or without the Main Street Crossing development.
2. With the construction phase of the federally-funded project not scheduled until the Year 2019, adequate time remains to increase the balance of the East Area and West Area TGA Funds from funds collected from other planned developments, thereby making it possible to fund the improvements without necessitating the use of general revenue and/or capital project funds.

**PART TWO: MAIN STREET IMPROVEMENTS**

Principally, the Main Street Improvements include the construction of Main Street, including associated streetscape improvements, between Eatherton Road and MO Route 109.

| | |
|---|---|
| **Current Cost Estimate:** | **$1,471,517** |
| Committed Developer Funding: | $ 400,000 |
| Unfunded Cost: | **$1,071,517** |

**DFG Recommendations for Unfunded Cost of Main Street Improvements:**

1. Waiver of the TGA Funds to be collected from the Main Street Crossing development (approximately $250,000)
2. Refund to PFH of TGA Funds collected by the City at the time the commercial outlots are developed (approximately $200,000)
3. Remaining unfunded cost ($621,517) to be funded by Payne Family Homes, except as it may be reduced through identified design modifications, if approved by the appropriate divisions of City Government, including the Planning & Zoning Commission and/or Department of Public Works [not a function of the DFG and outside the scope of this review]

**Reasons for Recommendations:**

1. The waiver of the TGA Funds to be collected from the Main Street Crossing development is justified, in light of the off-site improvements provided across the commercial outlots and as acknowledged in the conditions of the rezoning.
2. Completing the improvements to both Route 109 and Main Street, as provided herein, should spur development of the commercial outlots, justifying the refund of the to-be collected TGA Funds.
3. A number of potential design modifications have been identified, which involve lighting, utilities and contributions by other parties, which could reduce the remaining identified unfunded cost [not a function of the DFG and outside the scope of this review].

4. Notwithstanding any further cost reductions due to approved design modifications, the total unfunded cost of $621,517 would result in a minimal additional cost of less than $6,000 per residential lot.

**SUMMARY OF RECOMMENDED CITY CONTRIBUTION:**

| | |
|---|---|
| Route 109 Improvements: | $303,645 |
| Main Street Improvements: | $450,000 |
| **Total Recommended Contribution:** | **$753,645** |
| ***Percentage funded by current/future TGA funds:*** | ***100%*** |

If any of the City Council members should have questions or comments in this regard, please feel free to contact any of the members of the DFG. A presentation is planned on this matter at tonight's City Council meeting. Thank you for your consideration of this information and action on the same.

**Attachments:**

Letter from Payne Family Homes, identifying cost saving opportunities (April 21, 2016)
Updated Cost Estimate – Main Street (April 19, 2016)
Updated Cost Estimate – MO Route 109 Improvements (April 12, 2016)
Updated Cost Estimate – Eatherton Road (April 12, 2016)
DFG's 1st Addendum to Report and Recommendation (March 14, 2016)
DFG's Original Report and Recommendation (February 22, 2016)

WILDWOOD

# PUBLIC FINANCING PROPOSAL

## Proposal 2015-01

**Payne Family Homes**
**(Main Street Crossing Project)**

**City of Wildwood, Missouri**
**Development Finance Group's Addendum to Previous Report and Recommendation**
**Issue Date – March 14, 2016**
**"Planning Tomorrow Today"**

The Development Finance Group (DFG) has continued its review of the application that was submitted by Payne Family Homes ("Payne") for the Main Street Crossing Project. The group met with the applicant to address some of the referenced misunderstandings that were described by Payne at the City Council meeting on this matter, as well as to have an understanding of the applicant's intent in terms of any payments or planned participation in regards to the cost of these collective required roadway improvements. The latter of these two (2) matters was of prime importance to the DFG, since the original application in this regard noted no participation/funding from Payne.

At this meeting, the following items were noted by the applicant relating to these improvements.

1. The applicant is funding the entirety of the Eatherton Road improvements set forth in the site-specific ordinance for the project. This amount is just less than three hundred seventy thousand dollars (<$370,000.00).
2. The applicant had set aside in its budget for this project approximately four hundred thousand dollars ($400,000.00) for Main Street construction, thinking of it as a collector street, not an arterial type of roadway.
3. The applicant had not budgeted any funding for State Route 109 improvements, despite being advised in its first meeting with the City on this potential project of this requirement to provide a connection to it from this site.
4. The on-going desire of the applicant for the City to offer the solution to this funding shortfall, given the housing project is a positive for Town Center.
5. The detailed discussion of cost breakdowns for these two (2) roadways, particularly the inclusion of the contingency amounts in the applicant's request for City funding, did not result in an agreement for their removal from the submitted application (contingency amounts assigned for both roadways totals over $286,000.00).

6. The future allocation of fees from the Traffic Generation Assessment that will be placed on the development of the three (3) commercial outlots be allocated to Payne, given that these outlots benefit from these required roadway improvements. The DFG believes that payment to Payne upon collection of TGA's for development of these outlots is a reasonable approach to offset the cost of the Main Street Improvements.
7. The fees available from the current East and West Funds of the Traffic Generation Assessment Trust Fund total under one hundred sixty-five thousand dollars ($165,00.00), which the applicant requested be paid toward these roadway costs. The DFG believes providing the current funds that are available from the West Traffic Generation Assessment Fee (TGA) for the State Route 109 improvements is a reasonable accommodation to the applicant's request and would reduce the amount of its twenty (20) percent match to the Transportation Improvement Program (TIP) referenced below by approximately eighty-two thousand dollars ($82,000.00). The contribution from the West TGA was found to be reasonable by DFG due to the roundabout design exceeding what would be minimally necessary for the proposed Main Street Crossing Project, i.e. western leg to roundabout, additional widening.
8. The applicant would agree to participate in the Transportation Improvement Program (TIP) for the State Route 109 improvements, thereby incurring almost three hundred thousand dollars ($300,000.00) of its costs.

The outcome of the meeting can be summarized in the following requested terms:

| Improvements (Estimated Cost) | Applicant's Contribution ($) | City's Requested Contribution from City or Other Sources ($) |
|---|---|---|
| | | |
| State Route 109 ($1,832,563.00) | 284,351.33<br>(20% match to City's TIP Application minus TGA Contribution) | 1,466,050.00<br>(Federal funding if awarded to City)<br>$82,161.67<br>(West TGA Fund) |
| | | |
| Main Street ($1,306,802.00) | 400,000.00<br>(Amount budgeted in the project's original Pro Forma) | 906,802.00 |
| | | |
| Total | 684,351.33 | 2,455,013.67 |
| | | |

The DFG still has reservations regarding this request and cannot support the City's sharing in the cost of these improvements beyond the $82,161.67 West TGA Fund contribution and future TGA's from development of the commercial outlots. In addition, the City will be providing its efforts and expertise in proceeding with the TIP application. Finally, as noted in the DFG's initial report dated February 22, 2016, it is also recommended that the TGA's assessed for the Main Street Project itself (approximately $250,000.00) be waived in light of the off-site improvements.

If any of the City Council members should have questions or comments in this regard, please feel free to contact any of the members of the DFG. A presentation is planned on this matter at tonight's City Council meeting. Thank you for your consideration of this information and action on the same.

WILDWOOD

# PUBLIC FINANCING PROPOSAL

**Proposal 2015-01**

**Payne Family Homes**

**(Main Street Crossing Project)**

**City of Wildwood, Missouri**

**Development Finance Group's Report and Recommendation**

**Issue Date - February 22, 2016**

**"Planning Tomorrow Today"**

## I. History of Zoning Process

In accordance with the procedures established by the City Council in 2006, the Development Finance Group has been reviewing the information provided by the developer of this twenty-eight (28) acre site that is interested in constructing one hundred four (104) single family dwellings on individual lots. This developer, Payne Family Homes, began the City's rezoning process in 2014 and received approval for a change in the property's zoning district designation in late 2015, along with an accompanying Planned Residential Development Overlay District (PRD). During this period of time, approximately one year, the developer and City staff worked to address a number of issues relating to this use of the property, including the extent of infrastructure needed to provide efficient, safe, and appropriate levels of improvements for traffic utilizing the surrounding system of State and City roadways, along with addressing other important considerations relating to the City's Town Center Plan, since this site is located within this special area of Wildwood. These additional issues included the level of roadway and site improvements within the property itself for the purposes of service to the intended users, the pedestrian connections and related system of improvements to meet the walkability standards of the Town Center Plan, the architecture of the built environment, the treatment of stormwater runoff from the development, public space provisions, and the design of landscaping and lighting. Additionally, the land use designation of the portion of the property abutting Eatherton Road was also studied thoroughly, given its classifications were requested for changes (Downtown District/Neighborhood General District to Neighborhood Edge District).

A portion of this one year timeframe was spent with the developer, City staff, and representatives of the Missouri Department of Transportation (MoDOT) working on what changes to State Route 109 would be needed to handle the extent of anticipated traffic generated by this development. Numerous meetings were held, the traffic study reviewed, and modifications made to the proposed design to incorporate traffic calming features and facilities for both pedestrians and bicyclists. Funding of these improvements to the State right-of-way, as well as for the City's required

improvements to Main Street and Eatherton Road were also discussed during this time. The outcome of these discussions was a plan that was presented to City officials and the community in 2015, prior to the zoning change request before the Planning and Zoning Commission was acted upon. This plan called for constructing a roundabout on State Route 109, widening its current configuration, and adding multi-modal transit options. As mentioned above, this level of improvement within the State's right-of-way did not take into account the on-site roadways needed and required by the City, which were substantial, given the proximity of this site to two of the four major streets in the Wildwood Town Center Area (State Route 109 and Old Manchester Road).

Internal roadway improvements included the construction of Main Street, one of the most significant roadways in the Town Center Area, in terms of width, amenities, and design considerations and the planning, engineering, and dedication of land area for a roundabout at the intersection of Eatherton Road and Main Street. The Main Street improvements internal to the site included two stub street connections from Cambury Subdivision, while connecting another from Old Grover Estates. These required roadway improvements were identified in the Town Center Plan, given this site has always been designated for a number of mixed districts and development allowances since its adoption. All of these roadway considerations were reviewed, along with the Traffic Study for this project, and needed to meet the City's and State's goals of providing a system of streets and pedestrian facilities that were safe, efficient, and appropriate for this purpose.

Along with the designs of the roadways themselves, these roadways had to also meet the streetscape requirements of the City's Town Center Area. These requirements include the standard set of street trees, lights, and grates, stormwater improvements, and pedestrian amenities, like trash receptacles, signage, and benches. These features make this public environment very special and add to the character of the project and enhance the overall architecture of the buildings. These features are integral to the success of a Town Center project and must be provided as part of any design.

Once all of the roadway issues had been studied, presented to the interested parties, and agreed upon, the developer began assessing costs for these identified items. After study, the developer determined an overall cost of over three million dollars ($3,000,000) for all of these roadway items. This figure includes both State and City-mandated items. City officials, from the start of the zoning process on this property, anticipated a significant cost.

As mentioned, the zoning of the property was completed in late 2015 and, since that time, the developer has been working on several considerations relating to this project. One of the primary considerations includes the preparation of the Site Development Plan for submittal to the Planning and Zoning Commission. This Site Development Plan process has also worked toward a better understanding of costs associated with the project's infrastructure and utilities. Specifically, during this process, the issue of the remaining outlots that directly front onto State Route 109 and their associated access were further refined for future considerations, along with the water line component needed to serve this site.

## II. Other Public Finance Incentive Project (s)

This understanding of the project's cost has led the developer to consider all means to address them and allow it to move forward at this time. Acknowledging these costs and the desire to provide all improvements, as part of its construction, the developer is requesting the City consider providing a Public Finance Incentive Package for the purposes of this Town Center Area Project. This application is the third submitted to the City in the last fifteen (15) years of development within the Town Center Area. The first of those was Koman Properties' Wildwood Town Center, which is located at the intersection of State Route 100 and Taylor Road and which was submitted prior to adoption by the Council of the formal procedures. This proposal was for a Community Improvement District (CID) at an amount of approximately ten million dollars ($10,000,000) to assist in offsetting costs for constructing Main Street, a public parking garage, street identification piers, a fountain, a public plaza, and other related infrastructure costs. This project included over 350,000 square feet of commercial and residential type activities, but only on a fifteen (15) acre site. This public finance incentive was approved by the City Council in December 2005 and is currently in place and operational. Key components of this Public Finance Incentive Package can be summarized as follows:

1. A one percent sales tax on all retail sales;
2. A property tax assessment on all real property; and
3. A special assessment on real property.

Each of these assessments are intended to ensure the bonds that were issued for monies relating to improvements on the site would provide the required return and meet the agreements set forth at the time of their offering. In many ways, the use of these three revenue sources provides a substantial safety net for the investors in this project, the City and the CID.

The Community Improvement District formed for the Wildwood Town Center Project has been in place for almost ten (10) years. The bonds for improvements were issued and the improvements constructed, inspected, and accepted by the Board of Directors, with another ten (10) year period of time left to complete the payments to the bond holders. Principally, certain streets, street identification piers, the fountain, and the parking garage have been the subject of recent requests. All of the features were considered appropriate for inclusion in the district due to the public benefit derived from them to Wildwood residents by providing a higher standard of quality in terms of the public environment. Upgrading projects in the Town Center Area, like Koman Properties' Wildwood Town Center, was ultimately the necessary justification for its support by the City Council.

The second proposal focused on the Slavik Tract that is located in the southwest quadrant of the State Route 100 and State Route 109 intersection and was submitted by the developer – The Desco Group. This proposal requested over ten million dollars ($10,000,00.00) for the improvements to this large fifty (50) plus acre site that was to be used for a major commercial development, which included a Target Store. The funding was intended for State Route 100, State Route 109, Manchester Road, and utility improvements that were planned for this site, given its intensity of development. This project was approved by the City Council, via an Amended C-8 Planned

Commercial District Ordinance, and, thereafter, the public financing application was submitted to the City.

The Development Finance Group reviewed the application and noted the scale of this project justified the level of improvements and considerations for public financing, but had reservations, given the experience with the only other similar proposal that had been acted upon by the City for the Wildwood Town Center Project underway by Koman Properties. Concerns were identified relating to the mix of financial tools sought by the developer, which included a Community Improvement District (CID) and Industrial Revenue Bonds. Additionally, the lack of a safety net for less than anticipated sales tax revenues, the only source of payment for all of the bonds issued by this combination, also led the Development Finance Group to seek more information, before making a final recommendation. However, the group did note, in its report, that such improvements did exceed what would normally be anticipated and justified on-going and positive consideration of this application. However, after the issuance of the Group's report to City Council, the developer withdrew the request and decided not to proceed with the overall project. This decision was made in 2007, just as an economic recession was starting to make headlines across the world.

**III. Current Request**

The current application filed by Payne Family Homes seeks the City's support through a combination of direct sources from the City for the purposes of funding roadway and limited utility improvements. The developer provided a detailed summary of these roadway and limited utility improvements to the Development Finance Group, along with costs, as part of the official submittal package for this proposal. These improvements and costs are summarized on the next four pages and are broken down into two components, Main Street improvements and MoDOT/State Route 109 improvements:

THE **STERLING** CO.

ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**July 27, 2015**

**"MAIN STREET" IMPROVEMENTS:**

**GRADING / SILTATION CONTROL - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| CLEARING & CHIPPING | 1.3 | AC. | $6,500 | $8,450 |
| WASHDOWN STATION | 1 | EA. | $5,750 | $5,750 |
| TEMPORARY SEDIMENT BASIN | 2 | EA. | $3,500 | $7,000 |
| ROUGH GRADING | 21,600 | C.Y. | $2.25 | $48,600 |
| SOD WITHIN RIGHT-OF-WAY | 13,068 | S.Y. | $3.50 | $45,738 |
| HYDROSEEDING SLOPES | 5,171 | S.Y. | $1.15 | $5,947 |
| NATURAL RESOURCE PROTECTION FENCE | 1,643 | L.F. | $6.00 | $9,858 |
| SILT FENCE | 2,460 | L.F. | $4.00 | $9,840 |
| SILT FENCE MAINTENANCE | 2,460 | L.F. | $1.00 | $2,460 |
| SOIL TESTING | 21,600 | C.Y. | $0.30 | $6,480 |
| | | | TOTAL: | **$150,123** |

**STREETS- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 3,875 | S.Y. | $59.00 | $228,625 |
| 4" TYPE 1 AGGREGATE BASE | 5,861 | S.Y. | $4.40 | $25,788 |
| 22' ACCESS DRIVE ENTRANCE APRON (2"c,10"x) | 82 | S.Y. | $59.00 | $4,838 |
| 6" VERTICAL CONC. CURB & GUTTER | 7,152 | L.F. | $20.70 | $148,046 |
| 5' WIDE CONCRETE SIDEWALK | 3,658 | L.F. | $19.00 | $69,502 |
| STREET SIGNS | 5 | S.F. | $200 | $1,000 |
| GUARDRAIL | 532 | L.F. | $16.25 | $8,645 |
| HANDICAP RAMP | 10 | EA. | $1,035 | $10,350 |
| | | | TOTAL: | **$496,795** |

**WATER MAIN- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 8" P.V.C. | 1,892 | L.F. | $70.00 | $132,440 |
| HYDRANT AND VALVE | 6 | EA. | $1,900 | $11,400 |
| CONNECTION TO EXISTING MAIN | 1 | EA. | $500 | $500 |
| | | | TOTAL: | **$144,340** |

**STORM SEWERS- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STORM MANHOLE | 1 | EA. | $1,350.00 | $1,350 |
| DOUBLE CURB INLET | 9 | EA. | $2,575.00 | $23,175 |
| 18" R.C.P. | 460 | L.F. | $27.60 | $12,696 |
| PIPE BEDDING (18" R.C.P.) | 460 | L.F. | $4.80 | $2,208 |
| 24" R.C.P. | 170 | L.F. | $35.50 | $6,035 |
| PIPE BEDDING (24" R.C.P.) | 170 | L.F. | $4.90 | $833 |
| 30" R.C.P. | 140 | L.F. | $48.00 | $6,720 |
| PIPE BEDDING (30" R.C.P.) | 140 | L.F. | $5.00 | $700 |
| 24" FLARED END SECTION | 1 | EA. | $1,295.00 | $1,295 |
| 30" FLARED END SECTION | 2 | EA. | $1,400.00 | $2,800 |
| JETTING | 790 | L.F. | $1.50 | $1,185 |
| GRANULAR FILL UNDER PAVEMENT | 385 | TN. | $10.00 | $3,850 |
| RIP-RAP / HEAVY STONE REVETMENT | 100 | S.Y. | $47.00 | $4,700 |
| MSD INSPECTION FEE | 790 | L.F. | $3.39 | $2,678 |
| | | | TOTAL: | **$70,225** |
| | | | | |
| **ENGINEERING AND CONSTRUCTION SURVEY** | LUMP SUM | | TOTAL | **$45,000** |

**LANDSCAPING - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STREET TREES (Every 30 ft) | 126 | L.S. | $275 | $34,650 |
| LANDSCAPING (Waldbart Bid) | 1 | L.S. | $7,240 | $7,240 |
| | | | TOTAL: | **$41,890** |

**MISC. UTILITY - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| AMEREN FACILITY RELOCATIONS * | 1 | L.S. | $110,000 | $110,000 |
| CABLE & ATT RELOCATIONS | 1 | L.S. | $20,000 | $20,000 |
| ELECTRIC - STREET LIGHTS (Every 65' both sides) | 60 | EA. | $1,500 | $50,400 |
| ELECTRIC - CONDUIT | 3,945 | L.F. | $3.50 | $13,839 |
| | | | TOTAL: | **$194,239** |

| IRIGATION SYSTEM- MAIN STREET | QTY | | UNIT COST | TOTAL |
|---|---|---|---|---|
| R/W (27'X1940') = 52,380 SQ FT | 52,380 | S.F. | $0.75 | **$39,285** |
| ISLAND ( 11'X740') = 8,140 SQ FT | 8,140 | S.F. | $0.75 | **$6,105** |
| | | | TOTAL: | **$45,390** |

| | | |
|---|---|---|
| **"MAIN STREET" IMPROVEMENTS SUBTOTAL** | | **$1,188,002** |
| MISC. | 10 % | $118,800 |
| **"MAIN STREET" IMPROVEMENTS TOTAL** | | **$1,306,802** |

* PRICE RECEIVED FROM AMEREN IN EMAIL DATED AUGUST 13, 2014 FROM BOB BAILEY

THE **STERLING** CO.

ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**July 27, 2015**

**"MODOT / 109" IMPROVEMENTS:**

**GRADING / SILTATION CONTROL - MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| CLEARING & CHIPPING | 1.4 | AC. | $6,500 | $9,100 |
| WASHDOWN STATION | 1 | EA. | $5,750 | $5,750 |
| ROUGH GRADING | 31,090 | C.Y. | $2.25 | $69,953 |
| EARTH HAUL / IMPORT | 31,090 | C.Y. | $10.00 | $310,900 |
| SOD | 7,744 | S.Y. | $3.50 | $27,104 |
| SILT FENCE | 1,275 | L.F. | $4.00 | $5,100 |
| SILT FENCE MAINTENANCE | 1,275 | L.F. | $1.00 | $1,275 |
| SOIL TESTING | 31,900 | C.Y. | $0.30 | $9,570 |
| | | | TOTAL: | **$438,752** |

**IMPROVEMENTS - MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 12" P.C. CONCRETE PAVEMENT | 3,030 | S.Y. | $87.50 | $265,125 |
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 1,900 | S.Y. | $59.00 | $112,100 |
| ASPHALTIC CONCRETE PAVEMENT (Temporary) | 900 | S.Y. | $59.00 | $53,100 |
| 4" TYPE 1 AGGREGATE BASE | 5,330 | S.Y. | $4.40 | $23,452 |
| FULL DEPTH SAWCUT | 100 | L.F. | $5.00 | $500 |
| 8" MEDIAN ISLAND | 630 | S.Y. | $62.50 | $39,375 |
| TYPE A CURB & GUTTER | 890 | L.F. | $38.00 | $33,820 |
| 6" VERTICAL CURB | 550 | L.F. | $38.00 | $20,900 |
| 6" MOUNTABLE CURB | 290 | L.F. | $38.00 | $11,020 |
| 8' WIDE CONCRETE SIDEWALK | 995 | L.F. | $30.00 | $29,850 |
| HANDICAP RAMP | 3 | EA. | $1,035.00 | $3,105 |
| GUARD RAIL | 660 | L.F. | $16.25 | $10,725 |
| CRASHWORTHY END TERMINAL | 2 | EA. | $1,984.00 | $3,968 |
| REMOVAL OF EXISTING ASPHALT ROADWAY | 3,200 | S.Y. | $42.00 | $134,400 |
| TEMPORARY TRAFFIC CONTROL | 1 | L.S. | $10,000 | $10,000 |
| CONSTRUCTION STAGING | 1 | L.S. | $50,000 | $50,000 |
| | | | SUB-TOTAL: | $801,440 |
| | | | 10% Maint. | $80,144 |
| | | | **TOTAL:** | **$881,584** |

**STORM SEWERS- MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 30" R.C.P. | 20 | L.F. | $48.00 | $960 |
| PIPE BEDDING (30" R.C.P.) | 20 | L.F. | $5.00 | $100 |
| 30" FLARED END SECTION | 1 | EA. | $1,400.00 | $1,400 |
| JETTING | 20 | L.F. | $1.50 | $30 |
| GRANULAR FILL UNDER PAVEMENT | 36 | TN. | $10.00 | $360 |
| RIP-RAP / HEAVY STONE REVETMENT | 33 | S.Y. | $47.00 | $1,551 |
| 5' x 3' CONCRETE BOX CULVERT | 10 | L.F. | $210.00 | $2,100 |
| 8'x6' CONCRETE BOX CULVERT | 315 | L.F. | $680.00 | $214,200 |
| MSD INSPECTION FEE | 345 | L.F. | $3.39 | $1,170 |
| | | | SUB-TOTAL: | $221,871 |
| | | | 10% Maint. | $22,187 |
| | | | **TOTAL:** | **$244,058** |

**LANDSCAPING:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STREET TREES (Every 30 ft.) | 33 | EA. | $275.00 | $9,075 |
| LANDSCAPING ROUNDABOUT | 1 | L.S. | $5,000 | $5,000 |
| | | | SUB-TOTAL: | $14,075 |
| | | | 10% Maint. | $1,408 |
| | | | **TOTAL:** | **$15,483** |

**DETENTION AND WATER QUALITY:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| BIORETENTION AND UNDERDRAINS | 595 | S.F. | $18.00 | $10,710 |
| CONTROL STRUCTURE | 1 | EA. | $6,000 | $6,000 |
| | | | SUB-TOTAL: | $16,710 |
| | | | 10% Maint. | $1,671 |
| | | | **TOTAL:** | **$18,381** |

| | | | | |
|---|---|---|---|---|
| **ENGINEERING AND CONSTRUCTION SURVEYING** | 1 | L.S. | LUMP SUM | **$50,000** |

**MISC. UTILITY - MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ELECTRIC - STREET LIGHTS | 15 | EA. | $840 | $12,600 |
| ELECTRIC - CONDUIT | 1,000 | L.F. | $3.50 | $3,500 |
| | | | SUB-TOTAL: | $16,100 |
| | | | 10% Maint. | $1,610 |
| | | | **TOTAL:** | **$17,710** |

| | |
|---|---|
| **MODOT / 109 IMPROVEMENTS SUBTOTAL** | **$1,665,967** |
| MISC. 10 % | $166,597 |
| **MODOT / 109 IMPROVEMENTS TOTAL** | **$1,832,563** |

NOTE: No cost has been added to acquire the additional R/W to construct Roundabout

In defining this list of roadway and utility items, the developer has limited it to those improvements that are required by the site-specific ordinance or necessary for the project to receive needed services to function. Equally important to note is the structure of the proposal does ultimately set forth that almost all public infrastructure improvements associated with this project will be paid by either this proposed Public Finance Incentive Package or credited Traffic Generation Assessment Fees from the City of Wildwood. This analysis of funding for these public improvements is reflected in the table provided below:

1. Direct Funding from the City (Operating Revenues -?)
2. Capital Improvement Funds
3. East Trust Fund Contribution
4. West Trust Fund Contribution

Principally, the developer is requesting the allocation of over three million dollars ($3,000,000.00) from these sources for the improvements necessary for access and water service to the site. Two important points of the developer's proposal include the desire to not participate in any of the costs for the two major street improvements or the water line extension from State Route 100 to the south. Additionally, the developer also does not distinguish from which of these four sources the funding should be directed or the requested amounts from each.

**IV. Analysis**

In considering this application, the Development Finance Group has determined that said application does not meet a reasonability test for its support and the members have identified the following reasons for a position of non-support in this regard:

1. The development of the property, under the current zoning district designation, required Regulating Plan changes and an accommodation to allow for the majority of the units to have front-entry garages, instead of rear-entry types, as set forth in the Town Center Plan. If the City were to provide a substantial infusion of funds to this project, it would surely seek a more compliant design to the Town Center Plan's intent for the Neighborhood Edge District, which the developer has noted on many occasions cannot be provided at this site, given its lack of experience on New Urbanism housing designs.
2. The Town Center Plan's Regulating Plan identifies this site as suitable for residential uses at a very high-density, which was intended to offset greater development costs associated with any future project due to the Town Center Area's Street Specifications and Streetscape Requirements.
3. The site is a greenfield and does not have a zoning legacy, nor other unusual development circumstances associated with it. In fact, the site has more favorable physical characteristics than most others located in Town Center and the surrounding parts of the community, which reduce certain costs.
4. The overall site's use, which includes the three Workplace District outlots, was intended to compensate for development costs. Therefore, the developer needs to address some of the costs it is seeking from the City through an agreement or reciprocity with the owner of these

outlots.

5. The planned improvements to State Route 109 are beneficial to the City and its residents by improving both the driver and pedestrian/bicycle environments along its associated length, but not immediately necessary, to the extent identified, if this site were not to develop with these new homesites. Therefore, the need for these improvements is premised on this project, not from organic traffic growth that is occurring on State Route 109.
6. The development of this property furthers the goals of the City in extending Main Street through the subject site and promoting the Street Network Map of the Town Center Plan, which is the major reason the City Council supported granting a credit to the required Traffic Generation Assessment Fee assigned to this project - $250,000.00.
7. The limited number of community-based enhancements included in the proposal at this time offers no incentive for support of the application. In the case of Koman's Wildwood Town Center Project, a fountain, numerous street identification piers, a public plaza, and a public parking garage were included in the design of the project, which enhanced its character and created a very nice environment for employees, customers, and visitors to the site. None of these types of extras are contemplated in the current application.
8. The extent of improvements to the site and surrounding roadway system are at such a level that consideration of a public finance incentive package is not reasonable, when compared to other projects that sought no such assistance in this regard.
9. The level of the funding requested provides for almost the entire amount of these public improvements to be absorbed by outside sources, rather than the developer's own. This arrangement reflects more of a philosophical concern and the level of commitment on the part of the developer to truly make this project special.

Given these considerations, the Development Finance Group does not support this application and, unless otherwise directed by City Council, will not pursue any additional information from the developer on this matter.

## V. Recommendation

The Development Finance Group appreciates the opportunity to provide this review to the City Council on such an important matter of this nature. This Group has determined, based upon the submitted application and its review process, that such an application does not have potential merit and the City Council should not proceed with further discussions, as set forth in the adopted "Procedures for the Review and Processing of Requests for Development Finance Incentives." However, given that this is only a recommendation, if the City Council believes it is worth further discussions and negotiations with the developer on the key points identified herein, the Group can certainly undertake them, under an expedited timeframe. Conversely, if the City is successful with its Transportation Improvement Program (TIP) application for State Route 109 work, the developer may not be obligated for many of those roadway improvements, but rather, could participate in such by providing the required twenty (20) percent match of funding under the program's guidelines and requirements, which the Development Finance Group believes to be very reasonable.

## VI. Development Finance Group Members

Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Joe Vujnich, Department of Planning

## VII. Attachments

- Developer's Proposal
- Policy Documents for the City's Review of Public Financing Proposals
- Other Information and Background

WILDWOOD

January 11, 2016

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

| | |
|---|---|
| Re: | Development Finance Incentives Application Packet for Main Street Crossing Project |
| Permitted Use: | One Hundred Four (104) Single Family Detached Dwellings on Individual Lots |
| Location: | Town Center Area; east side of State Route 109, south of State Route 100 |
| Applicant: | Payne Family Homes, L.L.C. |

Council Members:

Recently, the City was in receipt of a filing relating to the City's Development Finance Incentives Policy, which was first adopted by the City Council in 2006. The development of this policy, and corresponding ordinance, was in response to the outcomes and considerations of the City's first public finance project, which was Koman Properties' Wildwood Town Center Project and the anticipated submittal of future applications of a similar or like nature. Thereafter, the City Council, in developing and adopting this policy and ordinance, wanted a more formal approach followed for these types of requests, along with having more information available about it, sooner than later in this overall review process. This policy and related ordinance are attached to this letter for the City Council's review.

The applicant for this public financing request is Payne Family Homes, L.L.C. and specific to the Main Street Crossing Project that is located on State Route 109, south of State Route 100, and extends to the east to Eatherton Road. This project, as the City Council may recall, includes the extension of Main Street and work within the State Route 109 right-of-way area, which requires the installation of a roundabout. The applicant has noted in previous conversations during the rezoning process at the City Council the costs of these two (2) improvements is substantial and cannot necessarily be carried by a residential development of one hundred four (104) homesites. The most recent cost estimate has the total amount of these two (2) roadways, i.e. State Route 109 and Main Street, around three million dollars ($3,000,000.00), which according to Payne Family Homes, L.L.C. is the reason for this application to the City.

As noted in the attached materials, the Development Finance Group will review the application. This group includes the City Administrator, City Attorney, Director of Public Works, and the Director of Planning. This group will review all of the application materials, request any additional information

that is determined to be needed for full consideration of the request, and provide a recommendation to the City Council in this regard. This process is funded by the applicant, under the requirements of the adopted policy and will take at least through February of this year for the Development Finance Group to complete its task and be prepared to present its recommendation to the City Council for its review and associated action.

If any of the City Council members should have questions or comments in regards to this process, please feel free to contact the Departments of Planning or Public Works or the City Administrator at (636) 458-0440. A presentation is planned on this matter at tonight's Work Session. Thank you for your review of this information and any input you might provide in this regard.

Respectfully submitted,
CITY OF WILDWOOD

Joe Vujnich

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Tom Cummings, Applicant for Payne Family Homes

PAYNE family HOMES

CITY OF WILDWOOD
DEC 29 2015
DEPT OF PLANNING & PARKS

December 29, 2015

**VIA HAND DELIVERY**
City of Wildwood
Attn.: Joe Vujnich
Director of Planning
16860 Main Street
Wildwood, Missouri 63040

**Re: Main Street Crossing Development Financing/Funding Assistance Request**

Dear Mr. Vujnich:

Payne Family Homes, LLC ("Applicant") is in receipt of your letter dated October 28, 2015 from the City of Wildwood ("City") with reference to Applicant's recent application for Development Finance Incentives and/or Development Funding Assistance for the above referenced property.

The following are Applicant's responses to the questions asked in the above referenced letter:

1. The Five Thousand and 00/100 Dollar ($5,000.00) fee requested by City is enclosed herewith.

2. The types of assistance that Applicant is seeking include any, all, or a combination of the following:

    a. Direct funding from the City

    b. Capital Improvement Funds

    c. Trust Fund East

    d. Trust Fund West

10407 Baur Blvd. Suite B St. Louis, MO 63132 Phone: 314.996.0300 / Fax: 314.996.0309

www.PayneFamilyHomes.com

3. Applicant hereby requests assistance in the full amount of the Two (2) projects described in Applicant's letter dated 9/30/15 (the "Infrastructure Improvements"). The total amount is $3,139,365.00.

4. Applicant has met with the owner of the commercial property to the West of the proposed Main Street Crossing development, and the owner of that property has acknowledged the requirement to contribute the TGA's associated with that tract as/when the property is developed in accordance with City's requirements.

   Applicant has not met with the owner of the Slavik tract (West of Hwy 109) regarding the Infrastructure Improvements, as this property is not yet zoned or permitted, and it is not certain as of the date of this letter whether/when any future action on that property will be taken by Applicant.

5. Applicant arranged for a meeting that was held on December 14, 2015 between Applicant, the City, and MODOT. In this meeting, waivers were discussed with respect to (a) the requirement to construct a roundabout in relation to the Hwy 109 Project, and (b) any right-of-way fees associated with said construction. MODOT declined any such waivers. Applicant has not approached any other public source.

6. The status of items A through C is as follows:

   a. The enclosed are the most current updated cost estimates at this time, but the final costs associated with the Infrastructure Improvements may vary from the amount in the current estimates, as final improvement plans have not yet been approved by the City, MODOT, or any other applicable authority, and material/services costs are subject to changes in market conditions beyond the control of Applicant.

      Furthermore, it should be noted that the enclosed cost estimates reflect cost savings, and economies of scale that would be achieved assuming that the Infrastructure Improvements are developed concurrently with the Main Street Crossings development. The final project cost may vary, if the projects are not coordinated this way.

   b. Applicant would propose that the development be structured as a public/private project in accordance with all applicable laws, rules, and regulations.

   c. The final contributions of costs for the Infrastructure Improvements will be the product of future discussions.

7. The most recent version of the plan has been enclosed herewith.

8. The following Master Plan goals, objectives, and policies are furthered by the proposed projects in the ways indicated below:

   a. <u>Transportation Element</u>. This development finance/funding proposal complies with Goals #1, #2 and #3 in that it provides safe streets, sidewalks and trails, the

roadway project is appropriate to the character of Wildwood and it provides multi-modal options for transportation for residents, visitors, and guests and businesses.

Objectives #1 and #4 are met in that the parkway design of Main Street and the proposed roundabouts are safe, efficient and consistent with the City's character. The development of trails and extensive sidewalks encourage bicycle and pedestrian traffic and the roads and trails are being designed to connect with other aspects of the Town Center.

Policy #1 is complied with in that the roundabout designs improve the configuration of intersections and traffic flow and Policies #4 and #5 are complied with because the design connects the trails and sidewalks with the Town Center and street maintenance is appropriately planned.

b. Economic Development Element. This development finance/funding proposal complies with Goal #4 in that the requested funding is for an expansion and development of Main Street, the upgrade to Hwy 109 and Etherton Road with roundabouts and appropriate trails, sidewalk and open space improvements.

   Objective #6 is met in that the proposed capital improvements encourage the residential and commercial development within the Town Center.

c. Open Space and Recreation Element. This development finance/funding proposal complies with Goal #1 and #3, and Policy #2 in that several small open and recreational areas throughout the development will enhance property values, promote a sense of community, and welcome and engage residents, visitors and guests. All maintenance costs for such facilities will be provided by the homeowners association.

d. Community Services Element. This development finance/funding proposal complies with Goal #2 and Objectives #1, #4 and #7 in that the current service responsibilities for the development do not exceed available municipal service capabilities, the established character of the community will be maintained and new utilities service lines will be underground.

e. Environmental Element. This development finance/funding proposal complies with Goal #4, Objectives #1, #3, #4 and #5 and Policies #1, #4, #8, #9, #10 and #18 in that the development is designed, approved and will be constructed in accordance with all necessary City, sewer district and Corps of Engineers guidelines, rules and regulations and approvals.

f. Planning Element. This development finance/funding proposal complies with Goal #3 and Objective #7 in that the development planning decisions are related closely to environmental quality, community services, transportation services and open space considerations and will meet or exceed the Neighborhood Design

Standards from the Town Center Plan.

9. The following City Council Strategic Goals and Objectives are furthered by the proposed projects in the ways indicted below:

    a. Promote and Facilitate Development of the Town Center. Goal #1 and Strategic Objectives #1, #2, #3 and #4 are met in that the planned connectivity of the roads, including the Main Street extension and construction of connectors to other neighborhoods, trails and sidewalks, along with the residential development. Additionally, the development contains functional public common areas, and the common areas, including the storm water detention and rain garden areas, will be maintained by the homeowners association. Public funding for the roundabouts connection to Main Street is appropriate.

    b. Develop a Long-term Financial Plan. Goal #2 and Objective #2 are satisfied in that the residential development will increase sales and utility tax revenues to the City.

    c. Implement the Park and Recreation Action Plan. Goal #3 and Objective #2 are satisfied in that the development has public use areas and the trail extensions connect with the sidewalk on Hwy 109 and will connect with the Town Center.

Applicant hereby requests that City review the above information and enclosed documents, and prepare a recommendation to the City that might be heard at the next available hearing.

Please contact me at your earliest convenience, to let me know when the matter can be set for public hearing.

Sincerely yours,

Thomas E. Cummings
Vice President of Land Acquisition

Enclosures

CC via email w/o enclosures: David N. Neiers
Robert J. Golterman
Mayor Timothy Woerther
Ryan Thomas
Rick Brown

10407 Baur Blvd. Suite B St. Louis, MO 63132 Phone: 314.996.0300 / Fax: 314.996.0309

www.PayneFamilyHomes.com

# CITY OF WILDWOOD

ACKNOWLEDGEMENT OF RECEIPT

## Information Package for Consideration of Development Finance Incentives

I, Tom Cummings, representing PAYNE FAMILY HOMES, LLC (name of company, if applicable), by signing this statement, hereby acknowledges that I/we have been furnished a copy of the official policy relating to Development Finance Incentives by the City Administrator and/or the Director of Planning, along with the Procedures and Processes for Development Finance Incentives, as adopted by City of Wildwood Ordinance #1345, and have also been offered an opportunity to ask any questions regarding them by the aforementioned personnel of the City of Wildwood, along with contact information for the same for future use.

| | |
|---|---|
| Signature | Date 9/17/15 |
| Signature (if needed) | Date |
| Signature (if needed) | Date |

Draft Date: October 19, 2006

*"Planning Tomorrow Today"*

**SAMPLE**

*NOT PART OF ORDINANCE*

THE STERLING CO.

ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**July 27, 2015**

**"MAIN STREET" IMPROVEMENTS:**

**GRADING / SILTATION CONTROL - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| CLEARING & CHIPPING | 1.3 | AC. | $6,500 | $8,450 |
| WASHDOWN STATION | 1 | EA. | $5,750 | $5,750 |
| TEMPORARY SEDIMENT BASIN | 2 | EA. | $3,500 | $7,000 |
| ROUGH GRADING | 21,600 | C.Y. | $2.25 | $48,600 |
| SOD WITHIN RIGHT-OF-WAY | 13,068 | S.Y. | $3.50 | $45,738 |
| HYDROSEEDING SLOPES | 5,171 | S.Y. | $1.15 | $5,947 |
| NATURAL RESOURCE PROTECTION FENCE | 1,643 | L.F. | $6.00 | $9,858 |
| SILT FENCE | 2,460 | L.F. | $4.00 | $9,840 |
| SILT FENCE MAINTENANCE | 2,460 | L.F. | $1.00 | $2,460 |
| SOIL TESTING | 21,600 | C.Y. | $0.30 | $6,480 |
| | | | TOTAL: | **$150,123** |

**STREETS- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 3,875 | S.Y. | $59.00 | $228,625 |
| 4" TYPE 1 AGGREGATE BASE | 5,861 | S.Y. | $4.40 | $25,788 |
| 22' ACCESS DRIVE ENTRANCE APRON (2"c,10"x) | 82 | S.Y. | $59.00 | $4,838 |
| 6" VERTICAL CONC. CURB & GUTTER | 7,152 | L.F. | $20.70 | $148,046 |
| 5' WIDE CONCRETE SIDEWALK | 3,658 | L.F. | $19.00 | $69,502 |
| STREET SIGNS | 5 | S.F. | $200 | $1,000 |
| GUARDRAIL | 532 | L.F. | $16.25 | $8,645 |
| HANDICAP RAMP | 10 | EA. | $1,035 | $10,350 |
| | | | TOTAL: | **$496,795** |

**WATER MAIN- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 8" P.V.C. | 1,892 | L.F. | $70.00 | $132,440 |
| HYDRANT AND VALVE | 6 | EA. | $1,900 | $11,400 |
| CONNECTION TO EXISTING MAIN | 1 | EA. | $500 | $500 |
| | | | TOTAL: | **$144,340** |

**STORM SEWERS- Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STORM MANHOLE | 1 | EA. | $1,350.00 | $1,350 |
| DOUBLE CURB INLET | 9 | EA. | $2,575.00 | $23,175 |
| 18" R.C.P. | 460 | L.F. | $27.60 | $12,696 |
| PIPE BEDDING (18" R.C.P.) | 460 | L.F. | $4.80 | $2,208 |
| 24" R.C.P. | 170 | L.F. | $35.50 | $6,035 |
| PIPE BEDDING (24" R.C.P.) | 170 | L.F. | $4.90 | $833 |
| 30" R.C.P. | 140 | L.F. | $48.00 | $6,720 |
| PIPE BEDDING (30" R.C.P.) | 140 | L.F. | $5.00 | $700 |
| 24" FLARED END SECTION | 1 | EA. | $1,295.00 | $1,295 |
| 30" FLARED END SECTION | 2 | EA. | $1,400.00 | $2,800 |
| JETTING | 790 | L.F. | $1.50 | $1,185 |
| GRANULAR FILL UNDER PAVEMENT | 385 | TN. | $10.00 | $3,850 |
| RIP-RAP / HEAVY STONE REVETMENT | 100 | S.Y. | $47.00 | $4,700 |
| MSD INSPECTION FEE | 790 | L.F. | $3.39 | $2,678 |
| | | | TOTAL: | **$70,225** |
| | | | | |
| **ENGINEERING AND CONSTRUCTION SURVEY** | LUMP SUM | | TOTAL | **$45,000** |

**LANDSCAPING - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STREET TREES (Every 30 ft) | 126 | L.S. | $275 | $34,650 |
| LANDSCAPING (Waldbart Bid) | 1 | L.S. | $7,240 | $7,240 |
| | | | TOTAL: | **$41,890** |

**MISC. UTILITY - Main Street:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| AMEREN FACILITY RELOCATIONS * | 1 | L.S. | $110,000 | $110,000 |
| CABLE & ATT RELOCATIONS | 1 | L.S. | $20,000 | $20,000 |
| ELECTRIC - STREET LIGHTS (Every 65' both sides) | 60 | EA. | $1,500 | $50,400 |
| ELECTRIC - CONDUIT | 3,945 | L.F. | $3.50 | $13,839 |
| | | | TOTAL: | **$194,239** |

| IRIGATION SYSTEM- MAIN STREET | QTY | | UNIT COST | TOTAL |
|---|---|---|---|---|
| R/W (27'X1940') = 52,380 SQ FT | 52,380 | S.F. | $0.75 | **$39,285** |
| ISLAND ( 11'X740') = 8,140 SQ FT | 8,140 | S.F. | $0.75 | **$6,105** |
| | | | TOTAL: | **$45,390** |

| | |
|---|---|
| **"MAIN STREET" IMPROVEMENTS SUBTOTAL** | **$1,188,002** |

| | | |
|---|---|---|
| MISC. | 10 % | $118,800 |

| | |
|---|---|
| **"MAIN STREET" IMPROVEMENTS TOTAL** | **$1,306,802** |

* PRICE RECEIVED FROM AMEREN IN EMAIL DATED AUGUST 13, 2014 FROM BOB BAILEY

THE **STERLING** CO.

ENGINEERS AND SURVEYORS

**MAIN STREET CROSSING**
**14-04-126**

**PRELIMINARY COST ESTIMATE**
**July 27, 2015**

## "MODOT / 109" IMPROVEMENTS:

### GRADING / SILTATION CONTROL - MoDOT / 109 Improvements:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| CLEARING & CHIPPING | 1.4 | AC. | $6,500 | $9,100 |
| WASHDOWN STATION | 1 | EA. | $5,750 | $5,750 |
| ROUGH GRADING | 31,090 | C.Y. | $2.25 | $69,953 |
| EARTH HAUL / IMPORT | 31,090 | C.Y. | $10.00 | $310,900 |
| SOD | 7,744 | S.Y. | $3.50 | $27,104 |
| SILT FENCE | 1,275 | L.F. | $4.00 | $5,100 |
| SILT FENCE MAINTENANCE | 1,275 | L.F. | $1.00 | $1,275 |
| SOIL TESTING | 31,900 | C.Y. | $0.30 | $9,570 |
| | | | TOTAL: | **$438,752** |

### IMPROVEMENTS - MoDOT / 109 Improvements:

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 12" P.C. CONCRETE PAVEMENT | 3,030 | S.Y. | $87.50 | $265,125 |
| ASPHALTIC CONCRETE PAVEMENT (2"c, 10"x) | 1,900 | S.Y. | $59.00 | $112,100 |
| ASPHALTIC CONCRETE PAVEMENT (Temporary) | 900 | S.Y. | $59.00 | $53,100 |
| 4" TYPE 1 AGGREGATE BASE | 5,330 | S.Y. | $4.40 | $23,452 |
| FULL DEPTH SAWCUT | 100 | L.F. | $5.00 | $500 |
| 8" MEDIAN ISLAND | 630 | S.Y. | $62.50 | $39,375 |
| TYPE A CURB & GUTTER | 890 | L.F. | $38.00 | $33,820 |
| 6" VERTICAL CURB | 550 | L.F. | $38.00 | $20,900 |
| 6" MOUNTABLE CURB | 290 | L.F. | $38.00 | $11,020 |
| 8' WIDE CONCRETE SIDEWALK | 995 | L.F. | $30.00 | $29,850 |
| HANDICAP RAMP | 3 | EA. | $1,035.00 | $3,105 |
| GUARD RAIL | 660 | L.F. | $16.25 | $10,725 |
| CRASHWORTHY END TERMINAL | 2 | EA. | $1,984.00 | $3,968 |
| REMOVAL OF EXISTING ASPHALT ROADWAY | 3,200 | S.Y. | $42.00 | $134,400 |
| TEMPORARY TRAFFIC CONTROL | 1 | L.S. | $10,000 | $10,000 |
| CONSTRUCTION STAGING | 1 | L.S. | $50,000 | $50,000 |
| | | | SUB-TOTAL: | $801,440 |
| | | | 10% Maint. | $80,144 |
| | | | **TOTAL:** | **$881,584** |

**STORM SEWERS- MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| 30" R.C.P. | 20 | L.F. | $48.00 | $960 |
| PIPE BEDDING (30" R.C.P.) | 20 | L.F. | $5.00 | $100 |
| 30" FLARED END SECTION | 1 | EA. | $1,400.00 | $1,400 |
| JETTING | 20 | L.F. | $1.50 | $30 |
| GRANULAR FILL UNDER PAVEMENT | 36 | TN. | $10.00 | $360 |
| RIP-RAP / HEAVY STONE REVETMENT | 33 | S.Y. | $47.00 | $1,551 |
| 5' x 3' CONCRETE BOX CULVERT | 10 | L.F. | $210.00 | $2,100 |
| 8'x6' CONCRETE BOX CULVERT | 315 | L.F. | $680.00 | $214,200 |
| MSD INSPECTION FEE | 345 | L.F. | $3.39 | $1,170 |
| | | | SUB-TOTAL: | $221,871 |
| | | | 10% Maint. | $22,187 |
| | | | **TOTAL:** | **$244,058** |

**LANDSCAPING:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| STREET TREES (Every 30 ft.) | 33 | EA. | $275.00 | $9,075 |
| LANDSCAPING ROUNDABOUT | 1 | L.S. | $5,000 | $5,000 |
| | | | SUB-TOTAL: | $14,075 |
| | | | 10% Maint. | $1,408 |
| | | | **TOTAL:** | **$15,483** |

**DETENTION AND WATER QUALITY:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| BIORETENTION AND UNDERDRAINS | 595 | S.F. | $18.00 | $10,710 |
| CONTROL STRUCTURE | 1 | EA. | $6,000 | $6,000 |
| | | | SUB-TOTAL: | $16,710 |
| | | | 10% Maint. | $1,671 |
| | | | **TOTAL:** | **$18,381** |

| | | | | |
|---|---|---|---|---|
| **ENGINEERING AND CONSTRUCTION SURVEYING** | 1 | L.S. | LUMP SUM | **$50,000** |

**MISC. UTILITY - MoDOT / 109 Improvements:**

| DESCRIPTION: | QTY. | | UNIT COST | TOTAL |
|---|---|---|---|---|
| ELECTRIC - STREET LIGHTS | 15 | EA. | $840 | $12,600 |
| ELECTRIC - CONDUIT | 1,000 | L.F. | $3.50 | $3,500 |
| | | | SUB-TOTAL: | $16,100 |
| | | | 10% Maint. | $1,610 |
| | | | **TOTAL:** | **$17,710** |

| | |
|---|---|
| **MODOT / 109 IMPROVEMENTS SUBTOTAL** | **$1,665,967** |
| MISC. 10 % | $166,597 |
| **MODOT / 109 IMPROVEMENTS TOTAL** | **$1,832,563** |

NOTE: No cost has been added to acquire the additional R/W to construct Roundabout

September 30, 2015

City of Wildwood
Attn.: Mr. Ryan S. Thomas
City Administrator
16860 Main Street
Wildwood, Missouri 63040

Re: Main Street Crossing Development Financing/Funding Assistance Request

Dear Mr. Thomas:

Payne Family Homes, LLC ("Applicant") hereby requests that the City of Wildwood ("City") consider Development Finance Incentives and/or Development Funding Assistance for the above referenced property.

The tract in question is generally located East of Highway 109, West of Eatherton Rd., South of the Cambury development, and North of Old Grover Crossing. Any/all funds allocated subject to this request request would be used to construct two (2) infrastructure components crucial to the development of Wildwood Town Center (Cost estimates for the two (2) projects are attached for your reference):

(a) Main Street (from Eatherton Westward to an intersection with Hwy 109), and

(b) A new roundabout and associated improvements on Hwy 109

The proposed community that would be developed in conjunction with the above infrastructure improvements would consist of One Hundred Four (104) single family residences on approximately Twenty Eight (28) acres of land. In addition to the construction of Main Street through the property, Applicant has agreed to provide additional connectivity by connecting stub streets at Larksong Dr. and Kilare Ln. to the North, and at Grover Ridge Dr. to the South.

The site design preliminarily approved by City accomplishes many of the development goals important to the City. The Preliminary Development Plan calls for diverse housing offerings of

10407 Baur Blvd. Suite B St. Louis, MO 63132 Phone: 314.996.0300 / Fax: 314.996.0309

www.PayneFamilyHomes.com

both traditional and neo-traditional architecture in the new community. This will add the desired density and design attributes to the residential properties planned for this portion of Town Center. Importantly, Main Street will be extended from Eatherton Rd. to Hwy 109.

The extension of Main Street has been identified by the Planning Department as an integral part of this development, and further achieves the goal of extending the current street network to provide for increased connectivity among the residential neighborhoods in Town Center (by means of pedestrian paths, trails, etc.), as well as connectivity of the residential areas to the commercial and municipal elements of the Town Center.

The proposed incentives and/or assistance in constructing the two (2) projects listed above and detailed in this application are in accordance with the City's Master Plan, as amended by Resolution 2015-23 which was passed on September 14, 2015 with relation to the development of the subject tract (and the current zoning as approved by Ordinance No. 2116 on the same date). Furthermore, the requests made in this application are consistent with the Policy on Development Finance Incentives in that they would fund a project that is of significant size and nature, and provide the valued public benefits described herein.

In accordance with the procedure as outlined by City, Applicant hereby commits to pay City its entire review costs including an advanced payment in accordance with an established rate schedule.

Please contact me at your earliest convenience, so that we might schedule a meeting to further discuss the details of this application.

Sincerely yours,

Thomas E. Cummings
Vice President of Land Acquisition

10407 Baur Blvd. Suite B St. Louis, MO 63132 Phone: 314.996.0300 / Fax: 314.996.0309

www.PayneFamilyHomes.com

# CITY OF WILDWOOD

APPLICATION FOR CONSIDERATION

## Development Finance Incentives

### Applicant Information:

Name: PAYNE FAMILY HOMES, LLC ATTN: TOM CUMMINGS

Address: 10407 BAUR, SUITE B ST LOUIS, MO 63132

City: St Louis State: Mo Zip Code: 63132

Work Telephone: (314) 996-0355

Mobile Telephone: (314) 287-3110

E-Mail Address: tec@payne familyhomes.com

### Property Information:

Address of Subject Property: 2461 EATHRKTON RD

Locator Number of Subject Property: 23V 12 00 94

Size of Subject Property: +/- 35.8 ac

Current Zoning of Subject Property: R-4

Town Center Regulating Plan Designation of the Subject Property: NEIGHBORHOOD EDGE

### Incentive Information:

Type of Requested Incentive (i.e. TDD, NID, CID, or other): OTHER FINANCIAL ASSISTANCE

Amount of Incentive: TBD

Total Allocation of Funds Derived from Requested Incentive (Please complete under applicable headings):

Remediation of site (brownfield): SEE ATTACHED COST ESTIMATES

Roads/Streets:

Bridges:

Pedestrian Facilities:

Stormwater Management Facilities:

Parking Garage:

Public Space, including art:

Streetscape (including lights, benches, grates, bicycle racks, etc.):

Other Public Improvements:

Important Considerations/ Justifications Relating Request to the City's Master Plan and Strategic Goals (as Identified by the Applicant): SEE ATTACHED DESCRIPTION OF IMPORTANT CONSIDERATIONS & JUSTIFICATIONS

*Please feel free to attach expanded explanation/justification.*

By signing this form, the applicant acknowledges that he/she has received a copy of the PROCEDURES FOR THE REVIEW AND PROCESSING OF REQUESTS FOR DEVELOPMENT FINANCE INCENTIVES, has been advised by City staff of its requirements, and understands and agrees to comply with its provisions.

| | |
|---|---|
| *Signature* | *Date* 9/30/15 |
| *Signature (if needed)* | *Date* |
| *Signature (if needed)* | *Date* |

Draft Date: October 19, 2006

Important Considerations/Justifications:

As outlined in the attached application, Applicant has provided City with cost estimates for the improvements proposed in the two (2) projects that are the subject of this application. These estimates were current as of the date they were originally delivered to City.

Applicant and City have discussed the possibility of public assistance with the proposed infrastructure improvements, but further discussions will be needed to determine the following:

(a) Updated cost estimates (based on any scope changes, unit cost changes, etc.)
(b) Project development type (public bid vs. direct award, public project administration vs. private project management, etc.)
(c) Final allocation of costs to the parties.
(d) Other matters as the parties may identify

It is important to note that Applicant acknowledges a benefit bestowed on the Main Street Crossings project by the proposed infrastructure improvements, and Applicant has accordingly expressed a willingness to work with City to fund a fair and equitable portion of the construction of these improvements.

P.Z. Number(s): _____
(as assigned by department)

# PETITION

before the
CITY OF WILDWOOD'S
PLANNING AND ZONING COMMISSION
FOR THE PURPOSE OF HEARING REQUESTS
FOR ONE OR A COMBINATION OF THE FOLLOWING:
*(PLEASE CHECK THOSE ITEMS WHICH ARE APPLICABLE)*

✓ Change in Zoning
___ Conditional Use Permit
✓ Approval of a Planned District or other special procedure (C-8/M-3/PRD)

APPLICANT/OWNER INFORMATION

Applicant's Name: Payne Family Homes
Mailing Address: 10407 Baur Blvd suite B
St. Louis, Mo. 63132
Telephone Number, with Area Code: 314-996-0341
Fax Number, with Area Code: _____
E-Mail Address: jgd@paynefamilyhomes.com
Interest in Property (Owner or Owner Under Contract):
Owner under Contract

If owner under contract, please attach a copy of the contract.

Copy attached

Owner's Name (if different than applicant):
Mildred E. Schneider, Trustee
Address: 15 Wilderness Lane
Defiance, Mo. 63341
Telephone Number, with Area Code: 636-798-2145
Care of David Schneider

## SITE INFORMATION

Postal Address of the Petitioned Property(ies):

24661 Eatherton Road
Wildwood, Mo. 63040

Locator Number(s) of the petitioned Property(ies):

23V120094

Total Acreage of the Site to the Nearest Tenth of an Acre:

34.8

Current Zoning District Designation: MU (Town Center)

Proposed Zoning District Designation: Commercial and R-4 with PRD

Proposed Planned District or Special Procedure: PRD Planned Residential District

## USE INFORMATION

Current Use of Petitioned Site: two single family homes

Proposed Use of Site: Detached single family residential lots and Commercial with common ground/ Public space

Proposed Title of Project: Main Street Crossing

Proposed Development Schedule (include approximate date of start and completion of the project):

We anticipate developing spring 2015 and start home Construction Late summer 2015

## CONSULTANT INFORMATION

Engineer's/Architect's Name: Sterling Engineering and Surveying Co.

Address: 5055 New Baumgartner Rd, St. Louis, Mo. 63129

Telephone Number, with area code: 314-487-0440

Fax Number, with area code: 314-487-8944

E-Mail Address: mfalkner@sterling-eng-sur.com

Soil Scientist/Forester's Name: SCI

Address: 130 Point West Blvd
St. Charles, Mo. 63301

Telephone Number, with area code: 636-949-8200

Fax Number, with area code: 636-949-8269

E-Mail Address: sharding@sciengineering.com

## ACKNOWLEDGEMENT INFORMATION

The petitioner(s) state(s) they (he) (she) will comply with all the requirements of the city of wildwood with regard to the procedures relating to its administration of land use and development controls within its boundaries, including the payment of all applicable fees.

The petitioner(s) further represent(s) and agree(s) that they (he) (she) has (have) not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly, to any official, employee, or appointee of the City of Wildwood with respect to this application.

The petitioner(s) hereby certify(ies) that (indicate one):

(✓) I (we) have a legal interest in the hereinabove described property.

( ) I am (we are) the duly appointed agent of the petitioner(s) and that all information given and represented on this application is an accurate and true statement of fact. Any misrepresentation of information on this application or accompanying information shall constitute grounds for the City of Wildwood, Missouri to terminate review of this petition and return all materials, minus any fees, associated with its review up to and through that point.

SIGNATURE: [signature]

NAME (PRINTED): Jerry Duepner

ADDRESS: 10407 Baur Blvd suite B
St. Louis, Mo. 63132
jgd@paynefamilyhomes.com

TELEPHONE NUMBER: 314-996-0341

[PLEASE NOTE: THE ABOVE NAMED PERSON SHALL RECEIVE ALL OFFICIAL NOTICES REGARDING THIS REQUEST, INCLUDING THE PUBLIC HEARING NOTICE.]

SUBSCRIBED AND SWORN BEFORE ME THIS 6th DAY OF October, 20 14.

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

SIGNED: Nancy Copling
(NOTARY PUBLIC)

NOTARY PUBLIC NANCY Copling
STATE OF MISSOURI.

MY COMMISSION EXPIRES 10/4/15.

FOR OFFICE USE ONLY

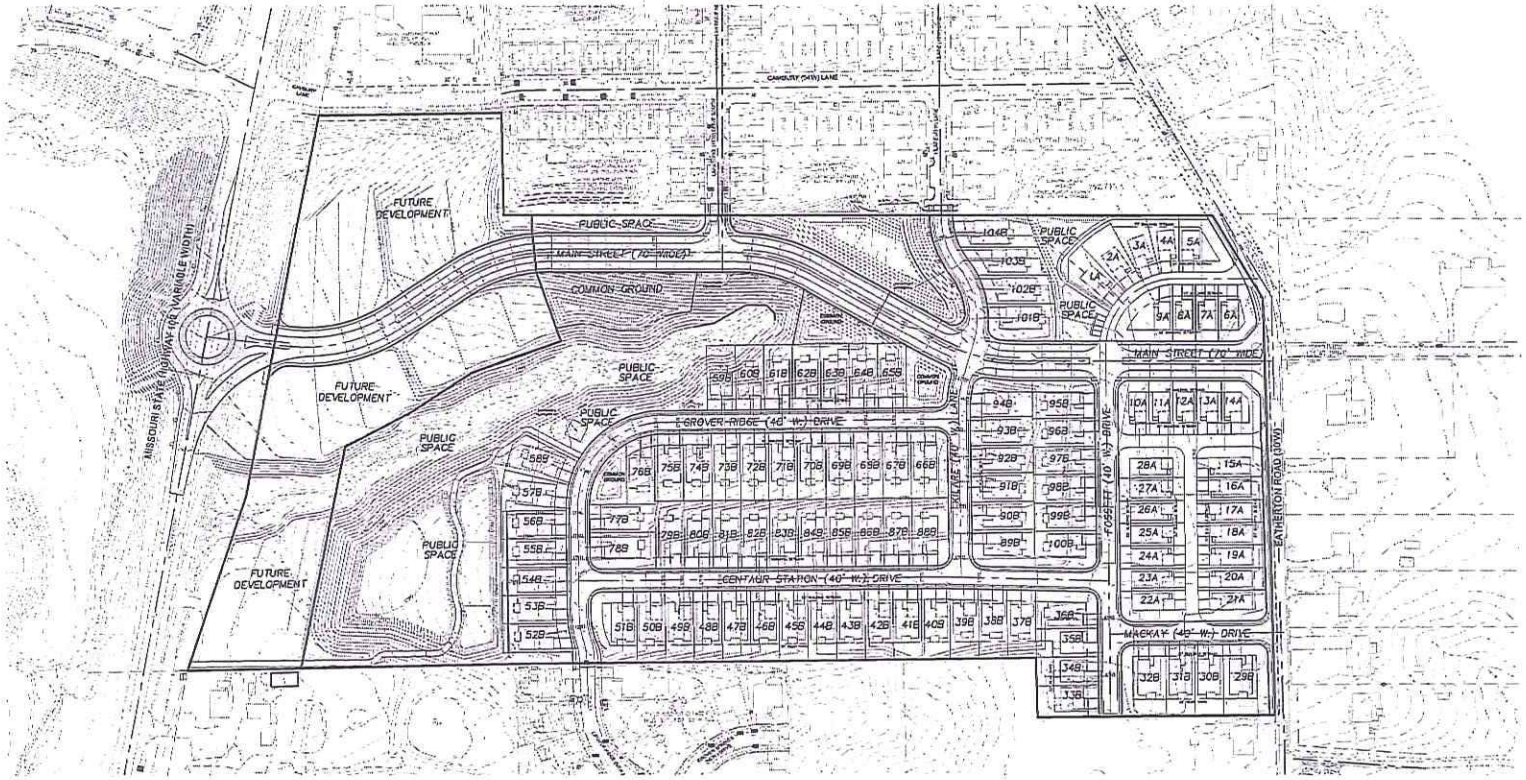
1ST SUBMITTAL DATE: _____
FEE: _____; RECEIVED BY: _____
PRELIMINARY DEVELOPMENT PLAN: YES NO
PACKET COMPLETE: YES NO

2ND SUBMITTAL DATE: _____
PACKET COMPLETE: YES NO

3RD SUBMITTAL DATE: _____
PACKET COMPLETE: YES NO

4TH SUBMITTAL DATE: _____
PACKET COMPLETE: YES NO

THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo




GRAPHIC SCALE

( IN FEET )
1 inch = 50 ft.

MSD Base Map - 23V

| ISSUE | REMARKS/DATE |
|---|---|
| 1 | 10-30-2015, INITIAL SUBMITTAL |
| 2 | 11-19-2015, CLIENT REVISIONS |


PAYNE FAMILY HOMES
10407 BAUER BLVD., SUITE B
ST. LOUIS, MO 63132
Ph. 314-995-0341
www.paynefamilyhomes.com

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com
Corporate Certificate of Authority #001348


# Main Street Crossing

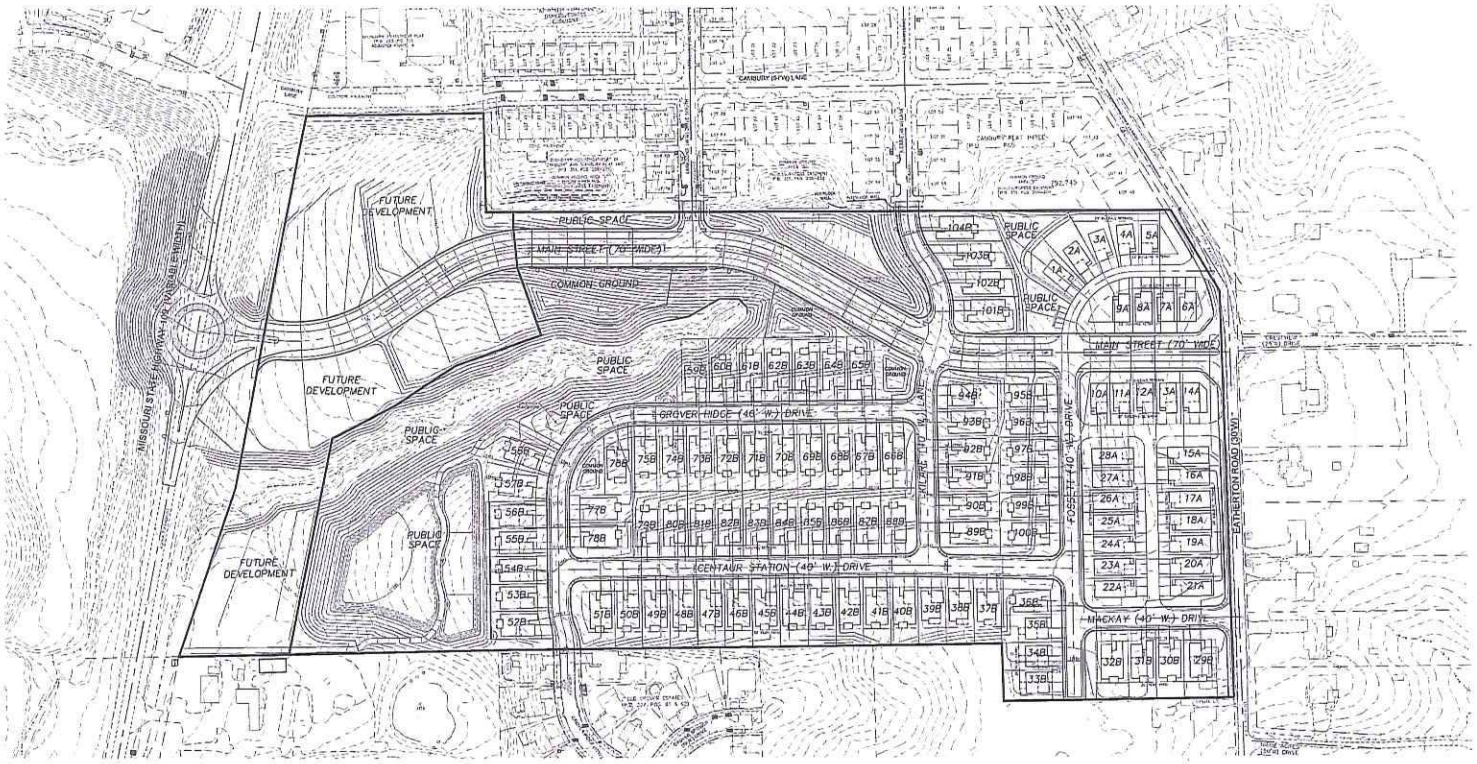
2481 EATHERTON RD., WILDWOOD, MO

SITE DEVELOPMENT PLAN

Date: 12-29-2015
MICHAEL G. BOERDING
License No. E-28843
Civil Engineer

| | |
|---|---|
| Job Number: 14-04-126 | |
| Date: Dec. 29, 2015 | |
| Designed: SL | Sheet 1.1 |
| Drawn: SL | |
| Checked: | SDP |

THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE AN PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo.




GRAPHIC SCALE

( IN FEET )
1 inch = 50 ft.

MSD Base Map - 23V

| ISSUE | REMARKS/DATE |
|---|---|
| 1 | 10-30-2015, INITIAL SUBMITTAL |
| 2 | 11-19-2015, CLIENT REVISIONS |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www.sterling-eng-sur.com
Corporate Certificate of Authority #001348


# Main Street Crossing

2461 EATHERTON RD., WILDWOOD, MO

SITE DEVELOPMENT PLAN

Date: 12-29-2015
MICHAEL G. BOERDING
License No. E-28043
Civil Engineer

| | |
|---|---|
| Job Number | 14-04-126 |
| Date | Dec. 29, 2015 |
| Designed: SL | Sheet 1.1 |
| Drawn: SL | |
| Checked | SDP |

# City of Wildwood

September 11, 2006

# DEVELOPMENT FINANCE INCENTIVE POLICY STATEMENT

1. The use of public finance alternatives, in conjunction with development proposals, must exhibit a clear, compelling public purpose that advances identified strategic objectives of the City, as may be established by the City Council from time to time, and consistent with the Master Plan Goals, Objectives and Policies.

2. Public finance alternatives[1] that the City may consider in conjunction with a development proposal include the following:

    a. Neighborhood Improvement Districts (NID)
    b. Transportation Development Districts (TDD)
    c. Community Improvement Districts (CID)
    d. Other public financing options allowed under Missouri State Statute, such as Special Assessment Districts and Special Business Districts

3. In the instance of public finance alternatives, which require the establishment of a separate political subdivision (i.e. TDD's and CID's), the City will only accept an agreement that allows it to exercise appropriate control over the establishment of the district and on-going jurisdiction and oversight of its operation and administration.

4. Public finance proposals, which envision the use of public bond financing, must be of a size and nature that is financially practical and feasible in the determination of the City.

5. Public finance proposals must be of a significant nature and offer valued public benefits to justify their establishment and administration.

6. The City will not consider use of public finance options to fund construction, improvement, or renovation of privately-owned, subdivision physical assets owned in common, including private roadways.

City Council Adoption Date: SEPTEMBER 25, 2006

---

[1] Tax Increment Financing (TIF), in conjunction with land development proposals, will not be considered under any circumstances.

**BILL #1345** **ORDINANCE #1345**

**AN ORDINANCE ADOPTING PROCEDURES FOR THE REVIEW AND PROCESSING OF REQUESTS FOR DEVELOPMENT FINANCE INCENTIVES**

**WHEREAS**, Missouri State Statutes provide authority to municipalities to utilize various public financing mechanisms that may be used as economic development incentives to fund, plan, design, construct, maintain and operate public improvements which include but are not limited to Neighborhood Improvement Districts (NID), Transportation Development Districts (TDD), Community Improvement Districts, and

**WHEREAS**, as the City of Wildwood (the "City") continues to grow, it has experienced and can expect to experience inquiries and requests from development interests seeking public participation and development financing incentives to fund various public improvements associated with development proposals, and

**WHEREAS**, the City of Wildwood has adopted a Development Finance Incentives Policy governing the forms of development finance incentives it will consider, and

**WHEREAS**, because "ad hoc" consideration of such requests invites uncertainty and inconsistency in the manner with which such inquires and requests are addressed, the City desires to adopt a formal written procedure for the comprehensive, coordinated and thorough review and consideration of all such requests in order to protect the interests of the City, facilitate clear, open and consistent communications between City officials and developer representatives, ensure full knowledge of critical issues by the City Council necessary for public decision making, and provide developer/applicants with the certainty of a defined procedure for the processing and consideration of such requests.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI** as follows:

**Section One.** The "Procedures for the Review and Processing of Requests for Development Finance Incentives", attached to this Ordinance as Exhibit 'A', governing the conduct of all elected and appointed officials of the City having involvement in the reviews and decisions within the scope of these Procedures are hereby approved and adopted.

**Section Two**. This Ordinance shall not be subject to the general penalties for violation as established by City Code. Instead, violations of the Procedures herein shall constitute a basis for denial by the City Council of the development incentive request.

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

This Bill was passed and approved this 23rd day of October, 2006 by the City Council of the City of Wildwood, Missouri after having been read by title or in full two times prior to passage.

Edward L Marshall
Presiding Officer

Edward L Marshall
Edward L. Marshall, Mayor

ATTEST:

Lynne Greene-Baldner
City Clerk

ATTEST:

Lynne Greene-Baldner
City Clerk

**'EXHIBIT A'**

# PROCEDURES FOR THE REVIEW AND PROCESSING OF REQUESTS FOR DEVELOPMENT FINANCE INCENTIVES

The following process and procedures are to apply to all development project proposals that include or appear to contemplate any request for economic development finance incentives, funding assistance or other incentives requiring City Council approval not already set forth by ordinance. This procedure shall not apply to incentives or variances already within the authority of City staff and not requiring City Council approval.

1. Upon inquiry or expression of intent on the part of a property owner, developer or their representative(s) that the City consider some form of development finance incentive or funding assistance, a copy of this Procedure, together with the City's "Development Finance Incentive Policy Statement [see attached] shall be provided to the inquiring party by the City Administrator or Director of Planning and Parks. Acknowledgement of receipt of this information by the inquiring party shall be provided in writing on a form furnished by the City.

2. Development finance incentive requests will be considered only in those instances where a development proposal and application including preliminary plans and other details necessary to understand the nature of the project and community benefit to be derived from it have been submitted and are under active review by the Department of Planning.

3. Each development proposal for which any form of development finance incentives or funding assistance is requested shall be made in writing on application forms provided by the City containing at a minimum the following information:

    a. A copy of the filed development application and preliminary plan.

    b. A summary of the type(s) and amount(s) of development finance incentives or assistance requested.

    c. A conceptual allocation of funds for the development depicting the specific uses of the finance incentive(s).

    d. A comprehensive explanation and rationale for the contemplated uses(s) to be made of the requested finance incentive(s) and how they conform to the City's Master Plan and Policy on Development Finance Incentives.

e. A commitment to pay to the City its entire review costs including an advanced payment in accordance with an established rate schedule.

f. A written acknowledgement from the developer/applicant that they have received a copy of the Procedure, and that they understand and agree to abide by its provisions.

4. Upon receipt of an application for a development finance incentive or funding assistance, the City Development Finance Group, composed of the City Administrator, City Attorney, Director of Planning and Director of Public Works, shall be convened to initially review and evaluate the proposal. The Director of Planning shall serve as Proposal Coordinator responsible for informing the Mayor and City Council of all application, on-going dissemination of information to and obtaining input from other members of the Development Finance Group, and coordinating contacts with the developer/applicant. The Development Finance Group shall meet with representatives of the developer/applicant to review the proposal and clarify matters, and shall consult with such additional City officials, legal advisors and finance advisors as may be appropriate.

5. The Proposal Coordinator shall then oversee preparation of a Report and Recommendation on behalf of the Development Finance Group to the Mayor and City Council on whether the application is consistent with and serves to advance the City's development goals as set forth in the Master Plan, the "Development Finance Incentives Policy", strategic goals and objectives of the City, and other policies established by the City Council. The report and recommendation to the City Council shall also contain any alternate or differing views expressed by members of the Development Finance Group and its legal or finance advisors.

6. The City Council shall then meet with the developer/applicant and Development Finance Group members to confer on the proposal and the Report and Recommendation. If the City Council determines that the proposal has potential merit, it shall authorize proceeding to the next steps in the review procedure process. City Council may at this time also initially consider such preliminary business terms (term sheet) as deemed appropriate to guide future negotiations. Nothing in any initial decision, authorization or direction of the City Council shall be considered or relied upon as an approval for any development finance incentives. Approval of any development finance incentive occurs only upon final ordinance approval after all steps in this Procedure have been completed.. No further action on the part of the Development Finance Group or other City officials shall be taken on an application if City Council does not authorize proceeding with subsequent procedural steps. In that event, any funds advanced for the costs of the City's review that remain unexpended shall be refunded to the developer/applicant.

7. If so authorized by City Council, the Development Finance Group shall then proceed to negotiate the terms and conditions of a draft development agreement

with the developer/applicant setting forth, among other things, the details, scope and limitations on proposed development incentives. The City Attorney shall serve as the Lead Negotiator on behalf of the Development Finance Group and City unless otherwise directed by the City Council. Additional City officials, legal and finance advisors may be included during the negotiations as appropriate.

> IMPORTANTLY, from this point in the process until negotiations are finalized and City Council legislative actions take place, all direct contacts and communications concerning development finance incentives or funding assistance between City officials and the developer/applicant representative(s) shall be directed through the Lead Negotiator who shall be responsible for coordinating communications among Development Finance Group members, other City advisors, and the designated developer/applicant representative(s).

8. It is anticipated that development agreement negotiations will occur contemporaneous and in coordination with the overall planning development review process including typical procedural requirements by the Planning and Zoning Commission and City Council.

9. All contemplated variances or exceptions from established development procedures, standards and requirements that may arise through the course of the project planning review or development agreement negotiations must be expressly identified in writing and acted upon by the City Council prior to related development incentive legislative actions.

10. Upon conclusion of development agreement negotiations and in coordination with other development review procedural requirements, the City Council shall conduct required Public Hearings on the proposal and engage in such review and deliberations as necessary to thoroughly comprehend the proposal prior to taking final legislative action(s).

# CITY OF WILDWOOD

ACKNOWLEDGEMENT OF RECEIPT

## Information Package for Consideration of Development Finance Incentives

I, _____, representing _____ (name of company, if applicable), by signing this statement, hereby acknowledges that I/we have been furnished a copy of the official policy relating to Development Finance Incentives by the City Administrator and/or the Director of Planning, along with the Procedures and Processes for Development Finance Incentives, as adopted by City of Wildwood Ordinance #_____, and have also been offered an opportunity to ask any questions regarding them by the aforementioned personnel of the City of Wildwood, along with contact information for the same for future use.

| | |
|---|---|
| *Signature* | *Date* |
| *Signature (if needed)* | *Date* |
| *Signature (if needed)* | *Date* |

Draft Date: October 19, 2006

*"Planning Tomorrow Today"*

**SAMPLE**

*NOT PART OF ORDINANCE*

# CITY OF WILDWOOD

APPLICATION FOR CONSIDERATION

## Development Finance Incentives

### Applicant Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Telephone: _____

Mobile Telephone: _____

E-Mail Address: _____

### Property Information:

Address of Subject Property: _____

Locator Number of Subject Property: _____

Size of Subject Property: _____

Current Zoning of Subject Property: _____

Town Center Regulating Plan Designation of the Subject Property: _____

### Incentive Information:

Type of Requested Incentive (i.e. TDD, NID, CID, or other): _____

Amount of Incentive: _____

Total Allocation of Funds Derived from Requested Incentive (Please complete under applicable headings):

Remediation of site (brownfield): _____

Roads/Streets: _____

Bridges: _____

Pedestrian Facilities: _____

Stormwater Management Facilities: _____

Parking Garage: _____

Public Space, including art: _____

Streetscape (including lights, benches, grates, bicycle racks, etc.): _____

Other Public Improvements: _____

Important Considerations/ Justifications Relating Request to the City's Master Plan and Strategic Goals (as Identified by the Applicant): _____

*Please feel free to attach expanded explanation/justification.*

By signing this form, the applicant acknowledges that he/she has received a copy of the PROCEDURES FOR THE REVIEW AND PROCESSING OF REQUESTS FOR DEVELOPMENT FINANCE INCENTIVES, has been advised by City staff of its requirements, and understands and agrees to comply with its provisions.

| | |
|---|---|
| *Signature* | *Date* |
| *Signature (if needed)* | *Date* |
| *Signature (if needed)* | *Date* |

Draft Date: October 19, 2006

WILDWOOD

June 6, 2016

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

Council Members:

The Planning and Zoning Commission has completed its review and consideration of the matter relating to adding residential uses to the "Downtown and Workplace" District designations of the Town Center Plan's Regulating Plan. As a result of this review, the Planning and Zoning Commission has prepared a recommendation regarding its action upon this change and is forwarding it to the City Council for its endorsement and ratification. The process to complete this recommendation followed the requirements of Chapter 89 of the Missouri Revised Statutes. This action, which is not to change the permitted uses in these two (2) commercial designations, reflects the following:

| | |
|---|---|
| **PETITION NUMBER:** | **P.Z. 2-16** |
| **PETITIONER:** | **City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri** |
| **REQUEST:** | A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designations under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change. |
| **LOCATION:** | Town Center Area |
| **ZONING:** | Multiple Commercial and Residential Districts, including the NU Non-Urban Residence District |
| **PUBLIC HEARING DATE:** | March 21, 2016 |
| **VOTE ON INFORMATION REPORT:** | May 16, 2016 – 9 to 0, with one (1) abstention (Voting Aye – Renner, Lee, Archeski, Gragnani, Bauer, Liddy, Bowlin, Manton, and Bopp; abstaining – Kohn) |
| **DATE AND VOTE ON LETTER OF RECOMMENDATION:** | June 6, 2016 - 9 to 0, with one (1) abstention (Voting Aye – Renner, Lee, Archeski, Gragnani, Bauer, Bartoni, Bowlin, Manton, and Bopp; abstaining – Kohn) |
| **REPORT:** | Attachment A |
| **BACKGROUND INFORMATION:** | Attachment B |
| **SCHOOL DISTRICT:** | Rockwood |
| **FIRE DISTRICT:** | Metro West |

**WARDS:** One, Four, Five, Seven, and Eight

**RECOMMENDATION:** Denial of the requested change to the list of permitted activities in the Town Center's "Downtown and Workplace" Districts.

Copies of the City of Wildwood's Charter, Master Plan 2016, Town Center Plan and related Development Manual, and the Zoning Ordinance are on file in the City Clerk's Office.

Respectfully submitted,
**CITY OF WILDWOOD PLANNING AND ZONING COMMISSION**

R. Jon Bopp, Chair

**ATTEST:**

Joe Vujnich, Director
Department of Planning

cc: The Honorable James R. Bowlin, Mayor
Ryan S. Thomas, P.E., City Administrator
John A. Young, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Travis Newberry, Planner - Zoning

## <<< ATTACHMENT A >>>

**<<< INTRODUCTION >>>** Over the course of the last eighteen (18) months, the City has received a number of inquiries and actual submittals from different development interests for high-density residential proposals in the areas of the "Downtown and Workplace Districts" of the Town Center. These requests have involved properties that are designated for "Downtown or Workplace District" uses, not residential types in nature. With the completion of the update of the Town Center Plan in 2013, these districts do not authorize any type of stand-alone residential use, but rather commercial types only. In most instances, the interested party is advised of the conflict between his/her requested use and the Regulating Plan of the Town Center Plan and typically request what options exist for consideration.

Some of these inquiries have led to informal and formal submittals of projects, but none of them have yet to be acted upon by the Planning and Zoning Commission. The decision to proceed in submitting a formal application to the City is premised on many factors, but certainly one such major consideration is whether the application must also seek a change to the Town Center Plan's Regulating Plan, along with the modification in zoning and/or the application of the special procedures permit or a planned district of the City's Zoning Ordinance. This additional step in the process and the importance of this plan to the City often discourage an interested party from proceeding beyond its initial discussions with City staff. Given the City's recent stated desire to focus on providing more rooftops in the Town Center Area, the Commission thought it appropriate to have a discussion about this matter and its potential benefits along with the possible drawbacks for this special area of the City. If residential uses would be allowed in the

"Downtown and Workplace Districts" of the Town Center Area, certain proposals considered by the City could then be reviewed and acted upon due to consistency with the Regulating Plan.

**<<< CURRENT REQUEST >>>** The Planning and Zoning Commission was provided this request for changes to the list of permitted uses associated with the Town Center Plan for its consideration. These changes would affect the land use categories that are reflected upon the Town Center Plan's Regulating Plan. The Regulating Plan assigns a land use category to all properties located within the Town Center Boundary. This land use category defines the allowable activities that can be considered by any property owner or an interested party for a site. The specific advertisement is as follows:

> ***P.Z. 2-16 City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri*** *– A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designation under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change.* ***(Wards One, Four, Five, Seven, and Eight)***

**<<< DISCUSSION OF PERTINENT POINTS >>>** The Commission had identified certain considerations that are noted above in this letter that have prompted the presentation of this request to the City Council for its review and action. The Commission would note that a number of important discussion points have also been identified relative to changes of these types for consideration, which were reviewed at the public hearing on this matter. These considerations include the following:

1. The loss of available acreage for future, and sustainable, commercial development in Town Center and City of Wildwood, whether under the "Downtown or Workplace District" regulations.
2. The alterations of land use at the street frontages, not behind buildings fronting the same. Potentially, if such were to be considered, residences could be placed across the street from commercial activities, but not in the defined pattern sought by New Urbanism principles.
3. The integration of differing land uses elsewhere beyond just the fronting streets.
4. The potential increase in population at key commercial locations in Town Center Area.
5. The integration of ground floor retail or commercial uses, as part of any residential development proposal in the "Downtown and Workplace Districts."
6. The fiscal impacts of such changes on taxes, assessments, collections, etc.

These considerations will be the focus of the Commission's analysis of this request and provide the basis for its recommendation to the City Council on the same.

**<<< ANALYSIS >>>**

In reviewing these six (6) considerations that have been identified above, the Commission believes each must provide a positive community benefit from their potential change or incorporation to support adding residential activities into what have been, since the update of the Town Center Plan, traditional commercial areas. Along with these six (6) considerations, the Planning and Zoning Commission members also provided their respective opinions on this matter, so as this input could be used for the development of the recommendation. These comments from the Planning and Zoning Commission can be summarized below:

1. New Urbanism encourages a mixing of land uses and prohibiting residential activities in these two (2) land use categories would be inconsistent with such (See Consideration #3).

2. Live/Work units have not had success in Wildwood, as well as other locations in the metropolitan area (see Consideration #5).
3. Define and segregate the types of residential housing options that might be considered in the "Downtown and Workplace" Districts, i.e. live/work; rowhouses, multiple-story apartment buildings; etc. (see Considerations #4 and #5).
4. Leave "Downtown" District as-is, given any changes would cause a loss of commercial acreage overall in the Town Center Area (see Consideration #1).

These comments must also be addressed, as part of the responses to the aforementioned six (6) considerations.

**CONSIDERATION #1 – LOSS OF COMMERCIALLY DESIGNATED LAND IN TOWN CENTER** – Currently within the Town Center Area, the overall size of the "Downtown and Workplace" Districts combined are 241 acres. Of the 880 acres of Wildwood that defines the Town Center Area, the "Downtown and Workplace" Districts represent over twenty-five (25) percent of it. This total represents a slight reduction from the original acreage that was intended to set aside for commercial activities in the originally adopted Town Center Plan in 1998. Therefore, any change to the land use of a "Downtown or Workplace" District property would reduce the extent of commercial land uses in Town Center, unless some retail, restaurant, service, office, or other similar activity were to be required as part of its authorization. Additionally of these 241 acres, approximately one-half (½) of it is already developed, leaving a limited amount of properties for these types of uses.

However, the reason the amount of commercially designated property in the Town Center Area Boundary was reduced with the plan's update in 2013 related to a number of independent studies conducted with the Great Streets Project and by the East-West Gateway Council of Governments about the oversupply of commercially designated properties in the Manchester Road Corridor, and region, and how its absorption into active use areas would be many decades in the making, if ever. Acknowledging a need to provide a population for Wildwood's existing businesses, more residential land uses were programmed into the plan, which meant certain properties that had been designated for commercial activities were now residential, i.e. Spanos Property and Slavik Tract. Accordingly, the City has already reduced the available commercial space in Town Center Area, based upon projections of needed square footages for the future.

Rather than considering the loss of commercial land area in terms of acreage, the Commission believes a more appropriate approach would be to understand such from the perspective of strategic locations of the properties that are designated "Downtown and Workplace" Districts within the Town Center boundary. Therefore, a second or third tier property that is designated one (1) of these two (2) districts, with no direct access would not necessarily be as strategic as another that does not have these characteristics. Utilizing this approach, the Commission would note that some of the properties abutting State Route 100, with poor visibility from the roadway, and limited access, may not be best designated as "Downtown or Workplace" Districts, but rather a residential designation. Despite such, the more appropriate approach would be to change the land use designation of the property under the Town Center Plan, instead of adding residential uses to the two (2) land use designations, given this approach is more consistent with the original document that had more land use categories and a more diverse geographic application of them than currently in place.

**CONSIDERATION #2 – ALTERATIONS OF LAND USE AT THE STREET FRONTAGES** – Many of the referenced inquiries for residential uses in these two (2) commercial land use designations have been along Main Street and Manchester Road. Both of these streets have existing commercial uses in place and, in the

instance of Manchester Road, for many decades. Therefore, if these residential inquiries were to be favorably considered, the land use pattern, as defined by the Town Center Plan, would change at the street and not behind the fronting building. This requirement was part of the original Town Center Plan and has been adhered to in the City's land use decision-making processes for the Town Center Area.

It is the opinion of the Commission this requirement should not be varied. Regardless, if residential uses are allowed in a commercial land use designation of the Town Center Plan, as requested here, the corresponding property on the opposite side of the street should be the same designation as well. Ensuring that non-complementary uses are not facing each other across the same street is appropriate and preserves the character of the roadway and its functional characteristics as well, such as on-street parking, commercial lighting and signage, and extended hours of activity and operation, which often conflict with residential uses in certain settings. Maintaining this design requirement is paramount to the Commission, particularly along State Routes 100 and 109, Main Street, Eatherton Road, and Taylor Road. The Commission would note such an application along Manchester Road could be varied, given its historical significance and the diversity of land uses that have always existed along its length in Wildwood.

**CONSIDERATION #3 –INTEGRATION OF LAND USES BEYOND FRONTING STREETS** - The Town Center Area has always been the location in the City where a range of uses could be considered within the same block and, in some instances, the same building. In the original Town Center Plan, and now in the updated version, land use decisions were to be made in the context of the one-half mile diameter, typical neighborhood. Within that defined area, all land uses allowed by the Town Center Plan's Regulating Plan could be considered for placement, based upon changing the pattern behind the buildings fronting the abutting streets, creating the desired streetscapes, incorporating the required street specifications, and managing stormwater. Therefore, land use was to be a mix and complementary to each block, lot, and building.

To accomplish this outcome, the City created a hierarchy of streets, based upon the understanding that certain streets, given their intended designs had more importance in creating the character of Town Center. Therefore, on these street frontages and associated properties, the application of land use and design standards and architectural guidelines was mandatory, while on secondary streets latitude could be provided to accommodate the placement of necessary infrastructure, utilities, and support services, such as trash enclosures, drive-through facilities, and the like. In making this determination, the City identified Taylor Road, Main Street, Eatherton Road, and State Route 109 as primary streets, while State Route 100 as secondary. Also, as part of this designation process, the City noted that Manchester Road, given its historical pattern, could be both, depending on circumstances and the characteristics of the individual properties and surrounding neighborhood.

With this action, the Commission does not believe those streets identified as primary could have land use changes occur at the frontages, so where commercial land use patterns exist, such should be retained, but where not, again, land use designations should be considered for modifications. Accordingly, adding residential uses to the "Downtown and Workplace" District designations, where a commercial pattern has been established is not supported by the Commission.

**CONSIDERATION #4 – INCREASE IN POPULATION NEAR BUSINESS CORE** – Population growth creates many positive aspects, including more individuals to utilize existing and future commercial businesses in Town Center. Additionally, population growth brings a vibrancy and excitement to a community. Therefore, adding residential units in the Town Center Area is a goal of Wildwood, and its officials.

Acknowledging these positives and the desire of the City to undertake a more proactive approach to developing business opportunities in Wildwood, population growth is needed.

The Commission believes by, following the recommendations provided herein, i.e. maintain current commercial areas that have been established by mirroring land use patterns across common primary streets and modifying land use designations, where appropriate, to allow for more residential in the live/wok scenario, growing the City's population base can be achieved within its Town Center. Given the past actions of the City in the update of the Town Center Plan in 2013, population growth due to more residentially designated land area is already occurring in this special location of Wildwood.

## CONSIDERATION #5 – LIVE/WORK BUILDINGS AND AREAS IN WILDWOOD –

When first adopted in 1998, the Town Center Plan contained a district termed "Neighborhood Center" that was intended to provide a land use option of first and second floor commercial activities, with residential uses on all floors thereafter. Although not required, second floor uses for commercial activities was not as critical as the first floor being dedicated to such and having that presence on the abutting street. Having retail, services, and restaurants on the street level, with residential thereafter, was a hallmark of the long-popular Main Street pattern of most small towns in rural America. This concept, however, in the City's context of the Town Center, was always controversial and not supported by the development community from its inception. Many in the development community noted such would never be adaptable or popular in suburban St. Louis.

The Commission's research in this regard does not substantiate this claim of not being workable in the St. Louis Region. In considering other live/work settings in the St. Louis Region and contacting the appropriate parties in those cities, the following was determined:

**Park Plaza - Edwardsville, Illinois**

| | |
|---|---|
| Commercial | 49,350 square feet (7,000 office/42,350 retail) |
| Commercial Occupancy | 95% |
| Commercial Tenants | A wide mix of restaurants, retail, boutique shops, personal services, and offices<br>• National and regional chains – Massage Lux, CVS (with drive-thru), Gliks, Wasabi Sushi, Chavas Mexican Restaurant, Subway<br>• U.S. Marines recruiting office.<br>• Locally owned – Olive Oils and More, Bin 51 (wine and specialty liquor), 1818 Chophouse, Global Brew, Hair Studios @ Park Plaza, Select Physical Therapy |
| Residential | • Renter occupied lofts that are priced at the highest end of the rental market in Edwardsville<br>• 29,750 square feet<br>• 35 units |
| Residential Occupancy | 100% |

Notes:

- This development has a common misconception that the retail units aren't successful. The developer stated the residential component has been 90% to 100% occupied, since the project was completed.
- Based upon observations, the commercial component is successful and holds mostly long-term tenants. Locally owned boutique shops have been successful, despite competing with an extraordinary number of big box retailers located in Edwardsville.
- The City Planner, Scott Hanson, said there are several commercial property owners who want to use the second and third stories as residential and have approached the City regarding such. The City currently requires the equivalent of Wildwood's conditional use permit to allow residential units above retail.

## The Boulevard - Richmond Heights, Missouri

| | |
|---|---|
| Commercial Occupancy | 80%-90% |
| Commercial Tenants | • A wide mix of restaurants, retail, boutique, personal services, and offices<br>• Office space is only permitted on the second story |
| Residential | • Renter occupied apartments that are priced at the highest end of the rental market<br>• 74 units |
| Residential Occupancy | 100% |

Notes:

- The developer of the project, Pace Development, is planning a second phase, with similar mix of uses and residential on the upper stories.
- Professional office space is only permitted on the second story.
- David Reary, the Building/Zoning Commissioner for the City, stated the project has been extremely successful.

## Hanley Station - Brentwood, Missouri

| | |
|---|---|
| Commercial | • 2 buildings with retail (4,000 square feet and 7,000 square feet)<br>• 123 room hotel<br>• 3 freestanding restaurants<br>• Parking garage |
| Commercial Occupancy | • Retail and Restaurant – 100%<br>• Hotel – 85% (2014) |
| Commercial Tenants | Not a broad mix, resembles strip type development in regards to the commercial tenants |
| Residential | 150 condominiums in three buildings (38 units/56 units/56units) |
| Residential Occupancy | 100% occupancy · 118 units are owner-occupied · 32 units are rental units |

Notes:

- This project may not be a great example of "New Urbanism", but was included due to the condominiums are largely owner-occupied, which was a discussion point among Commission members. Additionally, owner-occupied units are next to several restaurants.

## Streets of St. Charles - St. Charles, Missouri

| | |
|---|---|
| Commercial | 500,000 square feet of commercial (250,000 square feet restaurant and retail/ 250,000 square feet professional office space) |
| Commercial Tenants | • A good mix, mostly restaurants, but includes a movie theatre, college campus (Art Institute of St. Louis), a few personal services, and a gas station<br>• The plan allows for 2 hotels |
| Residential | • 309 renter-occupied units |
| Residential Occupancy | 75+% |

Notes:

- This project was originally planned by Whittaker Homes and has lost some of its "New Urbanism" components over the years.
- The planner at the City said it was overall a successful project.
- Office space is only permitted on the second floor.

When the Town Center Plan was updated in 2013, the "Neighborhood Center" District was combined into the "Neighborhood General" District, thereby still retaining the option for first and second floor commercial activities, but recognizing the residential component is principle in Wildwood, even in its Town Center Area. This action, however, was undertaken in conjunction with limiting residential uses in the "Downtown and Workplace" Districts, and thereby established two (2) main residential land use areas for all of Town Center Area, which Included the "Neighborhood General and Edge" Districts. Again, the "Neighborhood General" District does allow commercial activities, but always in conjunction with residential uses, such as condominiums, apartments, rowhouses, and villas. No distinction is made with regards to the types of housing options that can be considered in this land use designation, when done in conjunction with commercial activities.

The Commission believes the live/work design of buildings remains a viable approach to land use in the City's Town Center Area. Given the "Neighborhood General" District designation accommodates such, the Commission believes instead of adding residential uses to the "Downtown and Workplace" Districts, property designations should be considered for change, when appropriate under an analysis of surrounding land use, proximity to certain streets, and impacts.

**CONSIDERATION #6 – FISCAL IMPACTS** – Protecting the core "Downtown and Workplace" District designation properties along the City's primary streets in the Town Center Area is fiscally responsible, given the benefits derived from this type of activity on revenue generation. Certainly, residential users pay taxes, fees, and other considerations, but commercial land use is critical in this regard to most communities. Therefore, again, the Commission believes that certain locations in the Town Center Area that front onto the City's system of primary streets or are part of a commercial core location must be preserved and not altered to accommodate residential activities. Again, where conditions allow, changes to the "Downtown and Workplace" District designations on secondary streets and Manchester Road could be considered, where the ramifications are less onerous in this regard.

## <<< SUMMARY AND CONCLUSION >>>

In this report, the Planning and Zoning Commission is not recommending the blanket allowance for residential activities in the Town Center Area's "Downtown and Workplace" District designations, but rather an acknowledgement that where conditions are appropriate, the more suitable approach would be to consider land use designation changes to the Town Center Plan's Regulating Plan. Accommodating this approach allows the land use designations on both sides of the system of streets to be matched and/or retained, while respecting the components of primary and secondary street descriptions established in 1998. Therefore, based upon these considerations, the Commission is not making any changes to the permitted land uses in the "Downtown and Workplace" District designations of the Regulating Plan of the Town Center Plan.

# ATTACHMENT B
## Background Information

Public Notice posted in accordance with
610 RSMO 1994, as amended,
by Liz Weiss
City Clerk

NOTICE OF PUBLIC HEARING
before the
CITY OF WILDWOOD
Planning and Zoning Commission
March 21, 2016 - 7:30 p.m. (Monday)

The Planning and Zoning Commission of the City of Wildwood will conduct a public hearing on **Monday, March 21, 2016, at 7:30 p.m., in the City Hall Council Chambers, 16860 Main Street, Wildwood, Missouri 63040** for the purposes of obtaining testimony regarding request(s) for either the modification of zoning district designations, application of special procedures, change in the underlying regulations of the Zoning Ordinance, action on Record Plats, update on zoning matters, or amendment of the Master Plan, which will then be considered for action. This hearing is open to all interested parties to comment upon this request, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding this request, no action is required on your part. Written comments are requested to be submitted prior to the hearing and addressed to the Planning and Zoning Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040 or via the City's website at **www.cityofwildwood.com/comment**. The following request will be considered at this time:

**P.Z. 5-16 City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri** – A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designation under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change. (**Wards Seven and Eight**)

By Order of the Planning and Zoning Commission
On March 3, 2016
By Liz Weiss
City Clerk

*The City of Wildwood is working to comply with the American with Disabilities Act mandates. Individuals who require accommodation to attend a meeting should contact City Hall, (636) 458-0440, at least 48 hours in advance.*

WILDWOOD

**PLANNING AND ZONING COMMISSION**
**CITY OF WILDWOOD, MISSOURI**
**PUBLIC HEARING PRIMER**
**March 21, 2016 Executive Session**
**Prepared by the Department of Planning**

**PETITION NUMBER:** **P.Z. 5-16**
**PETITIONER:** **City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri**
**REQUEST:** A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designations under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change.
**LOCATION:** Town Center Area
**ZONING:** Multiple Commercial Districts
**WARDS:** One, Four, Five, Seven, and Eight

**INTRODUCTION >>>** Over the course of the last eighteen (18) months, the City has received a number of inquiries and actual submittals from different development interests for high-density residential proposals in the areas of the "Downtown and Workplace Districts" of the Town Center. These requests have involved properties that are designated for "Downtown or Workplace District" uses, not residential types in nature. With the completion of the update of the Town Center Plan in 2013, these districts do not authorize any type of stand-alone residential use, but rather commercial types only. In most instances, the interested party is advised of the conflict between his/her requested use and the Regulating Plan of the Town Center Plan and typically request what options exist for consideration.

Some of these inquiries have led to informal and formal submittals of projects, but none of them have yet to be acted upon by the Planning and Zoning Commission. The decision to proceed in submitting a formal application to the City is premised on many factors, but certainly one such major consideration is whether the application must also seek a change to the Town Center Plan's Regulating Plan, along with the change in zoning and/or the application of the special procedures permit of a planned district of the City's Zoning Ordinance. This additional step in the process and the importance of this plan to the City often discourage an interested party from proceeding beyond its initial discussions with City staff. Given the City's recent stated desire to focus on providing more rooftops in the Town Center Area, the Department thought it appropriate to have a discussion about this matter and its potential benefits along with the possible drawbacks for this special area of the City. If residential uses would be allowed in the "Downtown and Workplace Districts" of the Town Center Area, certain proposals considered by the City could then be reviewed and acted upon due to consistency with the Regulating Plan.

**CURRENT REQUEST >>>** The Department of Planning is presenting to the Planning and Zoning Commission a request to consider changes to the list of permitted uses associated with the Town Center Plan. These changes would affect the land use categories that are reflected upon the Town Center Plan's Regulating Plan. The

Regulating Plan assigns a land use category to all properties located within the Town Center Boundary. This land use category defines the allowable activities that can be considered by any property owner or an interested party for a site. The specific advertisement is as follows:

> ***P.Z. 5-16 City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri*** *– A request to review and consider the addition of residential land uses as permitted activities within the 'Downtown and Workplace Districts' designation under the 'Regulating Plan' of the City's Town Center Plan. Currently, these two (2) land use designations do not allow residential uses, whether single family or multiple family types. Recently, a number of inquiries have been made about this change.* ***(Wards One, Four, Five, Seven, and Eight)***

**DISCUSSION OF PERTINENT POINTS >>>** The Department has identified certain considerations above that have prompted the presentation of this request to the Planning and Zoning Commission for its review and discussion. The Department would note that a number of important discussions points have also been identified relative to changes of these types for consideration at tonight's public hearing, which would include the following:

1. The loss of available acreage for future, and sustainable, commercial development in Town Center and City of Wildwood, whether under the "Downtown or Workplace District" regulations.
2. The alterations of land use at the street frontages, not behind buildings fronting the same. Potentially, if such were to be considered, residences could be placed across the street from commercial activities, but not in the defined pattern sought by New Urbanism principles.
3. The integration of differing land uses elsewhere beyond just the fronting streets.
4. The potential increase in population at key commercial locations in Town Center Area.
5. The integration of ground floor retail or commercial uses, as part of any residential development proposal in the "Downtown and Workplace Districts."
6. The fiscal impacts of such changes on taxes, assessments, collections, etc.

These points will be the focus of tonight's discussion on this potential set of changes to the permitted land uses of these specific commercial districts of the Town Center Plan.

**SUMMARY AND CONCLUSION >>>** If any of the Commission members should have questions or comments in this regard before tonight's public hearing, please feel free to contact the Department of Planning at (636) 458-0440. Thank you for your input on this matter at tonight's hearing.

| Land Use Activities | Land Use Classifications | | | | | |
|---|---|---|---|---|---|---|
| **Commercial** | D | W | NG* | NE | C/I | POND |
| Animal Hospitals & Veterinary Clinics | P | P | | | | |
| Art or Photo Studios or Galleries | P | P | P | | C | P |
| Bakeries | P | P | P | | C | P |
| Barber & Beauty Shops | P | P | P | | C | P |
| Cleaning, Pick-up Stations | P | P | P | | C | P |
| Coffee Shops | P | P | P | | C | P |
| Department or Discount Stores | P | | | | | |
| Filling Stations for Automobiles | P | C | | | C | |
| Financial Institutions w/ Drive-Thru Facilities | P | P | | | C | |
| Financial Institutions w/o Drive-Thru Facilities | | P | P | | C | |
| Flower or Plant Stores | P | P | P | | C | |
| Hotels | P | | | | C | |
| Music or Dancing Academies | P | P | | | C | |
| Office/Warehouse Facilities | P | P | P | | | |
| Parking Areas | P | P | | | | P |
| Parking Garages | P | P | P | | | |
| Professional Offices including Medical and Dental | P | P | | | C | |
| Professional Offices, not medical or dental | P | P | P | | C | P |
| Recreational Facilities, including indoor theaters and outdoor activities | P | | | | C | |
| Recreational Facilities (no indoor theater or outdoor activities) | | P | | | C | |
| Research Laboratories & Facilities | P | | | | C | |
| Restaurants, including fast food, w/ Drive-Thru facilities** | P | | | | C | |
| Restaurants, including fast food, but w/o drive thru facilities | P | P | | | C | |
| Restaurants, no fast food | P | P | P | | C | P |
| Sewage Treatment Facilities | P | P | P | P | | P |
| Shops for Artists and Similar Specialties | | P | P | | C | P |
| Stores and Shops for Retail Purposes | P | P | | | C | |
| Stores, Shops, and Open-Air Markets for Retail Purposes | P | P | P | | | |
| Taverns, Cocktail Lounges, Night Clubs, or Micro-Breweries | P | P | | | C | |
| Vehicle Service Centers | P | C | | | | |
| **Cultural/Institutional** | | | | | | |
| Cemeteries, Mausoleums | | | | P | C | P |
| Child Care Centers | P | P | P | P | C | P |
| Churches | P | P | P | P | P | P |
| Civic Buildings(government) | P | P | P | P | P | P |
| Colleges, Universities | | | | | P | |
| Libraries | | | P | P | P | P |
| Museums | | | | | P | |
| Nursing Homes | | | P | | P | |
| Park & Open Spaces; Public and Private areas | P | P | P | P | P | P |
| Philanthropic Institutions | | | | | C | |

| Land Use Activities | Land Use Classifications | | | | | |
|---|---|---|---|---|---|---|
| | D | W | NG* | NE | C/I | POND |
| Post Offices | P | P | | | P | |
| Public and Other Utility Facilities | P | P | | | C | |
| Recreational Fields | | | | | P | |
| Scenic Areas | P | P | P | P | P | P |
| Schools | | | P | P | P | |
| Wildlife Refuges | | | | | | |
| **Housing** | | | | | | |
| Multi-Family Residential(live/work, rowhouses, and apartments) | | | P | | P | P |
| Single-Family Attached | | | P | | C | |
| Single-Family Detached | | | P | P | C | P |
| **Other Housing** | | | | | | |
| Accessory Dwelling Units | | | P | P | | P |
| Bed and Breakfasts | | | P | P | | P |
| Group Shelters | | | P | P | | P |
| Home for the Aged | | | P | P | C | |
| Home Occupations | | | P | P | | P |

**P Uses permitted by right**

**C Uses requiring conditional use permit**

* See Neighborhood General District text for a detailed explanation of permitted uses within the context of building types

** Any building footprints within the Workplace districts exceeding 10,000 sq. ft. require conditional approval

** Any building footprints within the Commercial districts exceeding 40,000 sq. ft. require conditional approval

Permitted uses and specific site requirements shall be subject to further definition or qualification as provided by ordinance

## Zoning Abbreviations Key

**D**- Downtown
**W**- Workplace
**NG**- Neighborhood General
**NE**- Neighborhood Edge
**C/I**- Cultural/Institutional overlay
**Pond** – Pond Historic District

# Downtown District

This design/land use district is the most urban permitted within the Town Center Area. It is intended to be a walkable, mixed-use downtown for Wildwood and surrounding communities, which can be active at least eighteen (18) hours a day and seven (7) days a week. The intent is to create intensive development within a traditional street and block system, and not to permit isolated individual structures surrounded by parking lots. Although intensive development is encouraged, the topography of watersheds and creeks should be respected in all development proposals.

## Permitted Land Uses

This design/land use district permits multiple-story buildings, hotels, offices, retail stores, restaurants, and entertainment uses constructed within a street and block system. Garage parking is encouraged. Condominium and rental apartment buildings are permitted, but ground floors are limited to commercial uses only. Row houses are permitted by conditional use permit (CUP), but not on principal streets.

See the Permitted Land Use Chart on Pages xx for details.

## Building Types

Mixed-use buildings, retail buildings, offices, hotels, restaurants, entertainment uses, apartment buildings, parking garages.

## Lot Size (unless otherwise site-specific)

**Lot Width:** Twenty (20) feet minimum/no maximum, but lot must be within a street and block system
**Lot Depth:** Eighty (80) feet minimum/no maximum, but lot must be within a street and block system
The maximum block perimeter at the building line is 2,000 feet. The long dimension of each block may not be less than twice the short dimension.

## Building Standards

**Minimum Frontage Requirement:** Seventy (70) percent of the frontage along Main Street and other designated Principal Streets should be occupied by buildings.

**Front Setback:** Facades shall be placed at the lot's frontage line, except that recesses can occur for outdoor dining areas and to create vertical bays. Frontage lines can be established on private streets that are internal to a property, as long as a continuous street and block system is maintained.

Corner buildings shall accommodate a clear view triangle defined by two (2) points thirty (30) feet from the intersection of the sidewalk curbs extended.

**Side setbacks:** Side setbacks for unattached buildings shall be a minimum of five (5) feet.

**Rear setback:** Minimum rear setback of principal building from rear lot line: thirty (30) feet; from alley or access lane: five (5) feet.

**Maximum Building Height:** 3.5 stories or forty (40) feet measured from the average grade level at the front facade to the eave or top of parapet. Exception: vertical elements (towers, belvederes, etc.) no greater than 240 square feet (footprint) may be up to sixty (60) feet high measured at the eave. However, the maximum building height for apartment buildings may be five (5) stories or sixty (60) feet measured from the average grade level at the front facade to the eave or top of parapet.

**Building Footprints:** Footprints exceeding 40,000 square feet require a Conditional Use Permit (CUP).

**Ground Floor:** Ground floor uses shall be commercial, and the ground floor facade along the primary street shall have continuous storefront windows, with the exception of necessary piers, columns, pilasters, etc., unless otherwise modified by a conditional use permit (CUP).

**Building Height Calculations:** Basements with ceilings three (3) feet or less above grade shall not count as a story. Habitable attics with floors three (3) feet or less below the eaves shall count as 1/2 story.

**Large Spaces:** Users requiring over 20,000 square feet must still maintain continuous storefront windows and primary entrances along street facades. Such windows and entrances can be for smaller users, as long as they are provided within the context of the larger use.

## Facade Standards

**Elevation:** In general, all buildings should be at sidewalk grade. Commercial frontages should be at sidewalk grade. Apartment Building and Row House ground floors shall be at least 1.5′ above grade at the front and at the street side of corner lots, although entrances must meet ADA access requirements.

**Interior Height:** The first story interior clear ceiling height shall be at least twelve (12) feet for all buildings, except hotels, apartment houses, and row houses. The lobby spaces for hotels and apartment buildings should have interior clear ceiling heights of at least twelve (12) feet.

**Vertical Bays:** Facades visible from a street shall be broken into vertical bays not exceeding thirty (30) feet in width through the use of one (1) or more of the following: façade recesses, facade projections, or pilasters. Supplemental elements might include canopies, roofline changes, and parapet changes.

**Arcades:** If provided, shall have a minimum depth of ten (10) feet.

**Ground Floor:** Ground floor facades shall have continuous storefront windows along the primary street frontage. This requirement does not preclude vertical elements typically used to separate window units. As required by Building Standards, large space users requiring more than 20,000 square feet must still meet this requirement, which can be satisfied, if other uses line the street frontage and the larger structure is located behind them.

**Entrance:** Each individual ground floor store, restaurant, office, or other use, shall have at least one (1) main entrance having direct access to the applicable primary street. Service access doors shall only face parking areas, secondary streets, and/or service lanes.

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Downtown District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public Space has been deemed to be of critical importance to the character of the community.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements:** Parking shall be provided at a ratio of three (3) spaces per 1,000 square feet of gross floor area, although reductions will be considered for shared parking proposals between abutting and adjacent properties, as herein described. On-street parking within three hundred (300) feet of the main access door into the building or use shall also count towards the required amount of total spaces. Outdoor parking lots should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Parking Locations:** Off-street parking spaces are to be located behind a building or garden wall.

**Access:** Off-street parking shall only be accessed by a secondary street or service lane. Service docks shall only be accessed from a secondary street or service lane.

**Walls:** In the absence of buildings, garden style walls shall be placed on the frontage line (edge of sidewalk furthest from street) and shall be thirty-two (32) inches to forty-two (42) inches in height. Walls shall be brick, stone, or acceptable alternative and have a masonry cap, where consistent.

**Screening of Services:** All loading and service activities, including storage of garbage and rubbish containers, shall take place within the building or must be screened from view from adjacent properties and primary and secondary streets.

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the

management and control of stormwater runoff, as set forth by the City of Wildwood and the Metropolitan St. Louis Sewer District.

# Workplace District

Workplace Districts shall be located along arterial streets. These design/ land use districts are primarily for offices, including medical and dental offices and clinics, and individual retail or restaurant businesses. Live-work units are also permitted. The intent of the Workplace District is to encourage businesses that have an individual character and relate to the immediate street. Individual developments should have a landscaped perimeter, and parking areas should be primarily at the side and rear of the buildings. The topography of watersheds and creeks should be respected in all development proposals. This design/land use district is not intended to permit commercial strip development, where individual structures are surrounded by parking, or parking lots are built in front of buildings.

## Permitted Land Uses

This district permits a variety of commercial and institutional uses; residential uses are permitted on upper floors or as live-work units, either as condominiums or rentals

See the Permitted Land Use Chart on Pages xx for details.

## Building Types

**Permitted Buildings:** Commercial Facilities, including offices, medical and dental offices, and clinics; shops and restaurants; schools; Parking Garages.

## Lot Size (unless otherwise site-specific)

**Lot Width:** Thirty (30) foot minimum/250 foot maximum
**Lot Depth:** Eighty (80) foot minimum/250 foot maximum

## Building Standards

**Front Setback:** Facades shall be placed at the lot's frontage line, which is ten (10) feet from the edge of public right-of-way, except that recesses can occur for outdoor dining areas and to create vertical bays. Corner buildings shall accommodate a clear view triangle defined by two (2) points thirty (30) feet from the intersection of the sidewalk curbs extended.

**Side setbacks:** Fifteen (15) feet total, but no less than five (5) feet on one (1) side.

**Rear Setbacks:** Minimum Rear Setback of principal building from rear lot line: thirty (30) feet; from alley or lane: three (3) feet.

**Maximum Building Height:** 3.5 stories or forty (40) feet measured from the average grade level at the front facade to the eave or top of parapet. Exception: vertical elements (towers, belvederes, etc.) no greater than 240 square feet (footprint) may be up to sixty (60) feet high measured at the eave.

**Building Footprints:** Footprints exceeding 10,000 square feet in the Workplace District require a conditional use permit (CUP).

## Facade Standards

**Elevation:** The first story shall be at sidewalk grade.

**Interior Height:** The first story interior clear ceiling height shall be at least twelve (12) feet, unless the building size dictates otherwise.

**Vertical Bays:** Facades visible from a street shall be broken into vertical bays not exceeding thirty (30) feet in width through the use of one (1) or more of the following: façade recesses, facade projections, or pilasters. Supplemental elements might include canopies, roofline changes, and parapet changes.

**Arcades:** If provided, shall have a minimum depth of ten (10) feet.

**Ground Floor:** Ground floor facades shall have at least fifty (50) percent window and door openings along the primary street frontage. This requirement does not preclude vertical elements typically used to separate window units.

**Entrance:** Each ground floor space shall have at least one (1) primary entrance having direct access to the applicable primary street. Service access doors shall only face parking areas, secondary streets, or service lanes - be operable.

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Workplace District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public Space has been deemed to be of critical importance to the character of the community.

**Landscaped Perimeter:** The side and rear boundaries of individual properties in the Workplace District shall comply with the City of Wildwood Buffer Yards Standards type 3 or higher with a width of no less than twenty (20) feet, except that these requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration

Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements:** Parking must be provided at a ratio of three (3) spaces per 1,000 square feet of gross floor area, although reductions should be considered for shared parking proposals between abutting and adjacent properties, as herein described. On-street parking within three hundred (300) feet of the main access door into the building or use shall also count towards the required amount of total spaces.

**Parking Locations:** Off-street parking spaces shall be located behind buildings or beside them, if the lot is small and there is no alternative. Parking should not be provided between the building and the street. At-grade outdoor parking lots should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Access:** Off-street parking shall only be accessed by a secondary street or service lane.

**Walls:** In the absence of buildings, garden style walls shall be placed on the frontage line (edge of sidewalk furthest from street) and shall be thirty-two (32) to forty-two (42) inches in height. Walls shall be brick, stone, or acceptable alternative and have a masonry cap, where consistent.

**Screening of Services:** All loading and service activities, including storage of garbage and rubbish containers, shall take place within the building or must be screened from view from adjacent properties, and primary and secondary streets.

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the management and control of stormwater runoff, as set forth by the City of Wildwood and the Metropolitan St. Louis Sewer District.

# Neighborhood General District

The intent of this design/land use district is to provide a variety of housing types, including apartments and row houses, in walkable neighborhoods close to the Downtown and Workplace Districts. Institutional uses and ground-floor commercial uses on principal streets are also permitted. The topography of watersheds and creeks should be respected in all development proposals.

## Permitted Land Uses

This district permits a wide variety of residential uses, including condominium and rental apartment buildings and row houses. Ground floor commercial spaces are permitted within apartment buildings. Other low-intensity commercial uses are allowed, such as Bed & Breakfasts, as well as compatible institutional uses.

See the Permitted Land Use Chart on Pages xx for more details.

## Building Types

**Permitted Buildings:** Rowhouses, Apartment Buildings, Live-Work Buildings, Houses, Parking Garages, and associated Outbuildings. Individual garages and

outbuildings associated with single-family houses may not have footprints that exceed 650 square feet Residential lots may include a secondary residential unit (not to exceed 650 square feet) over the garage or in a detached accessory structure.

## Lot Size

**Apartment Buildings:**
**Lot Width:** Twenty (20) feet minimum/no maximum, but lot must be within a street and block system
**Lot Depth:** Eighty (80 feet minimum/no maximum, but lot must be within a street and block system
The maximum block perimeter at the building line is 2,000 feet.

**Row houses:**
**Lot Width:** Twenty (20) feet minimum/forty (40) feet maximum within a street and block system, rear access from lane required
**Lot Depth:** Eighty (80) feet minimum/125 feet maximum within a street and block system, rear access from lane required
The maximum block perimeter for a block containing only row houses is 1,800 feet. This requirement can be satisfied in a larger block by dividing the block with a landscaped mid-block pedestrian walkway no less than twenty (20) feet wide, including a sidewalk of suitable pervious material no less than (5) feet wide, which connects the sidewalks on two streets that form two parallel sides of the larger block.

**Houses:**
**Lot Width:** Twenty (20) feet minimum/fifty (50) feet maximum within a street and block system, rear access from lane preferred
**Lot Depth:** Eighty (80) feet minimum/125 foot maximum within a street and block system, rear access from lane preferred
The maximum block perimeter for a block containing only houses is 2,000 feet.

## Building Standards

**Apartment Buildings and Row Houses:**
**Front Setback:** At least eighty (80) percent of the front facade of each apartment building or row house must be placed along a uniform build to/set-back line that applies to the full block frontage. This build-to/set-back line should be determined at the time that a street and block plan is approved, and should be from zero (0) feet to fifteen (15) feet from the frontage line. Buildings on corner lots should conform to the build-to/set back requirements for both streets.

**Front Setback Exceptions:** Stoops, balconies, unenclosed porches, and bay windows may encroach within front setbacks, but not over or into the public right-of-way.

**Side Setbacks:** Five (5) to fifteen (15) feet (no setback between attached Row House Units).

**Minimum Rear Setback of Principal Building from Rear Lot Line:** thirty (30) feet from alley or lane: **five** (5) feet.

**Maximum Building Height for Apartment Buildings: five (5)** stories or sixty (60) feet measured from the average grade level at the front facade to the eave or top of parapet.

**Maximum Building Height for Row Houses:** 3.5 stories or forty (40) feet measured from the average grade level at the front facade to the eave or top of parapet.

**Maximum Building Height for Outbuildings:** two (2) stories or twenty-two (22) feet measured at the eave.

**Minimum Rear Setback of Principal Building from Rear Lot Line:** thirty (30) feet, from alley or lane: three (3) feet.

**Building Height Calculations:** Basements with ceilings three (3) feet or less above grade shall not count against the number of stories. Habitable attics with eaves no higher than three (3) feet from the floor shall count as 1/2 story.

**Houses:**
**Front Setback:** At least eighty (80) percent of the front facade of each house must be placed along a uniform build to/set-back line that applies to the full block frontage. This build-to/set-back line should be determined at the time that a street and block plan is approved, and should be from zero (0) to fifteen (15) feet from the frontage line. Buildings on corner lots should conform to the build-to/set back requirements for both streets.

**Front Setback Exceptions:** Stoops, balconies, unenclosed porches, and bay windows may encroach within front setbacks, but not over or into the public right-of-way.

**Side Setbacks:** a total of fifteen (15) feet no less than five (5) feet on one (1) side.

**Minimum Rear Setback of Principal Building from Rear Lot Line:** twenty-five (25) feet; from alley or lane: **five (5)** feet.

**Maximum Building Height for Primary Buildings:** 3.5 stories or forty (40) feet measured from the average grade level at the front facade to the eave or top of parapet.

**Maximum Building Height for Outbuildings:** two (2) stories or twenty-two (22) feet measured at the eave.

**Building Height Calculations:** Basements with ceilings three (3) feet or less above grade shall not count against the number of stories. Habitable attics with eaves no higher than three (3) feet from the floor shall count as 1/2 story.

**Outbuilding Maximum Size:** 650 square feet building footprint.

**Side Setbacks:** Five (5) feet to fifteen (15) feet for Cottages / Ten (10) feet to thirty (30) feet for Houses.

## Facade Standards

**Elevation:** Ground floors of apartment buildings at the front façade line shall be at least 1.5′ above grade at frontage line, but ground-floor shops may be entered at grade and apartment entrances must meet ADA access requirements.

**Interior Heights:** Ground floor interior clear heights of apartment building lobbies and ground-floor shops shall be no less than twelve (12) feet. Minimum floor to floor heights for apartments: Nine (9) feet.

**Vertical Bays:** Facades visible from the street shall be broken into vertical bays not exceeding thirty (30) feet in width through the use of one (1) or more of the following: façade recesses, facade projections, or pilasters. Supplemental elements might include canopies, roofline changes, and parapet changes.

**Elevation:** Ground floors for row houses at the front façade line shall be at least 1.5′ above grade at frontage line.

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Neighborhood General District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public Space has been deemed to be of critical importance to the character of the community.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements for Apartment Buildings:** A ratio of 1.5 garage spaces per unit, plus 2.5 spaces per 1,000 square feet of non-residential gross habitable building space shall be required for apartment buildings. Off-street parking may be substituted for a garage by conditional use permit. Any at-grade outdoor parking should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Rowhouses, Houses, and Cottages:** Two (2) spaces per unit, plus one (1) space for an accessory unit.

On-street parking adjacent to the frontage line(s) shall also count towards these requirements for Rowhouses and Apartments.

**Parking Locations:** Off-street parking spaces and garage entrances are to be located behind the building or along the least visible side of the structure from the principal street.

**Access:** Off-street parking for apartments and rowhouses shall be accessed from either a secondary street or service lane. Off-street parking for houses shall be accessed from either a front driveway or a rear alley or lane.

**Walls and Fences:** Where voids exist, walls (brick, stone, or comparable material, with masonry cap) or picket fences shall be placed within twenty-four (24) inches of the frontage line and be thirty-two (32) to forty-two (42) inches in height.

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the management and control of stormwater runoff, as set forth by the City of Wildwood and the Metropolitan St. Louis Sewer District.

# Neighborhood Edge District

The intent of this design/land use district is to provide for single-family houses within the Town Center Area that can be constructed on smaller lots than can be found elsewhere in Wildwood, and are located within walkable neighborhood street systems close to Workplace Districts and the Downtown District. The topography of watersheds and creeks should be respected in all development proposals.

## Permitted Land Uses

This design/land use district permits only single-family residential uses, in addition to a narrow range of potentially compatible non-residential uses, such as parks, churches, schools, child care facilities, and civic buildings. However, by conditional use permit, a neighborhood grocery and prepared food service store[1] may be permitted up to 3,000 square feet.

See the Permitted Land Use Chart on Pages xx for more details.

## Building Types

**Permitted Buildings:** Houses, Zero-lot-line Houses, Attached Houses, Garages, **Outbuildings, and Secondary Residential Units:** Garages and outbuildings may not exceed 650 square feet. Residential lots may include a secondary residential unit (not to exceed 650 square feet) over the garage or in a detached accessory structure.

## Lot Size (unless otherwise site-specific)

**Lot Width:** Twenty (20) feet minimum/100′ maximum within a street and block system
**Lot Depth:** Eighty (80) feet minimum/150′ maximum within a street and block system
**Maximum block perimeter:** 1,800 feet. This requirement can be satisfied in a larger block by dividing the block with a landscaped mid-block pedestrian walkway no less than twenty (20) feet wide, including a sidewalk of suitable pervious material no less than (5) feet wide that connects the sidewalks on two streets that form two parallel sides of the larger block.

## Building Standards

[1] Convenience store with a floor area limited to a specific maximum and the owners offer prepared food.

**Front Setback:** At least sixty (60) percent of the front facade of each house must be placed along a uniform build to/set-back line that applies to the full block frontage. This build-to/set-back line should be determined at the time that a street and block plan is approved, and should be from ten (10) feet to twenty-five (25) feet from the frontage line. Houses on corner lots should conform to the build-to/set back requirements for both streets.

**Front Setback Exceptions:** Stoops, balconies, unenclosed porches, and bay windows may encroach within front setbacks.

**Side Setbacks:** Attached houses and zero-lot line houses with fifteen (15) foot setbacks on one (1) side only may be approved by a conditional use permit (CUP). For detached houses, total side setbacks should equal a minimum of fifteen (15) feet, but should be no less than five (5) feet on any side.

**Rear Setback:** Twenty-five (25) feet for primary buildings/three (3) feet for outbuildings.

**Maximum Building Height for Primary Buildings:** 3.5 stories or thirty-five (35) feet measured from the average grade level at the front facade to the eave or top of parapet.

**Maximum Building Height for Outbuildings:** Two (2) stories or twenty-two (22) feet measured at the eave.

**Building Height Calculations:** Basements with ceilings three (3) feet or less above grade shall not count as a story. Habitable attics with floors three (3) feet or less below the eaves shall count as 1/2 story.

**Outbuilding Maximum Size:** 650 square feet building footprint.

## Facade Standards

**Elevation:** Ground floors of buildings at the front façade shall be at least 1.5′ above grade, except that garages can be at grade. Front access garages must be recessed a minimum of fifteen (15) feet from the front facade or porch. The fifteen (15) feet minimum recess also applies to side facades on corner lots. Garage door openings fronting a street may not exceed twelve (12) feet, so that two (2) car garages shall have two (2) individual door openings. Foundations fronting on streets shall be continuous walls, not individual piers

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Neighborhood Edge District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public Space has been deemed to be of critical importance to the character of the community.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements:** Two (2) garage spaces per dwelling unit, one (1) off-street car space for an accessory unit. Designated on-street parking within three hundred (300) feet of the main access door into the building or use can count towards parking requirements. Any outdoor at-grade parking should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Access:** Garage parking shall be accessed from either a front driveway or a rear alley or lane. Front facing driveways should be no wider than ten (10) feet between the build-to/setback line and the street. Front-facing garages should be located no less than twenty-five (25) feet behind the build-to/set-back line. Each front-facing garage space should have an individual garage door.

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the management and control of stormwater runoff, as set forth by the City of Wildwood and the Metropolitan St. Louis Sewer District.

# Cultural/Institutional District

The purpose of this design/land use district is to permit a variety of institutional uses that will reinforce the unique attractions of the Town Center Area as a place to work, shop, and live. The design and character of public open spaces is particularly important in this district. The topography of watersheds and creeks should be respected in all development proposals.

## Permitted Land Uses

This design/land use district permits a variety of institutional uses, such as churches, schools, governmental buildings, libraries, museums, congregate living, and parks. In the case of colleges and universities, the district also permits "conditional" uses that are supportive and ancillary to the functioning of an institution of higher learning.

See the Permitted Land Use Chart on Pages xx for more details.

## Design Standards

**Building Locations:** Within the context of the Town Center Area, locations at special sites, such as those mapped as Locations of civic importance, and other high-visibility sites, such as those terminating a street axis, should be sought for individual institutional buildings.

**Building Setbacks:** Institutional buildings may have different front and side setbacks than those of non-institutional buildings in order to emphasize their significance. There are no minimum or maximum front, side, or rear building setbacks within the Cultural/Institutional Overlay District, instead appropriate setbacks will be determined on a site specific basis by conditional use permit (CUP).

**Building Height:** No building within a Cultural/Institutional District shall exceed a height of sixty (60) feet, measured from final finish grade at the main entry area facing the primary street, although vertical architectural elements, such as steeples and cupolas may extend up to twenty-five (25) feet above the height limit.

**Architectural Character:** Main entrances should be clearly articulated through their prominent location, size, and design. Roof forms might also include cupolas, steeples, and similar vertical architectural elements intended to give the building prominence.

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Cultural/Institutional Overlay District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public Space has been deemed to be of critical importance to the character of the community.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements:** Parking requirements shall be determined on a case-by-case basis, depending upon the specific use and projected peak-hour demands. Parking should be located and designed so that it can be screened from view from surrounding streets. Arrangements for shared parking are also encouraged. Any outdoor at-grade parking should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the management and control of stormwater runoff, as set forth by the City of Wildwood and the Metropolitan St. Louis Sewer District.

# Pond Historic District

The purpose of this district is to preserve and enhance the historic character of the Pond Area of Wildwood, which has a concentration of assets that have been identified as significant because of their age, architecture, or role in the community. Pond has been a village with a rural character and a mix of low-intensity residential and commercial land uses since the 1850's, but more recently experienced inappropriate intrusions of industrial uses, as authorized by St. Louis County. All alterations and additions to buildings in this district are subject to review and approval under Section 440 of the Wildwood Municipal Code, while all proposed new buildings shall be conditioned on the requirements therein applied by a site-specific ordinance associated with a zoning change of the property.

**Permitted Land Uses:** Single family residential buildings, apartment buildings of six (6) units or fewer, retail businesses occupying less than 5,000 square feet on the ground floor, offices (general, professional, and medical/dental types), bed and breakfasts, restaurants, and institutional buildings

## Design Standards

**Building Height:** The height of any proposed alteration or addition should be compatible with the style and character of the historic property. No building within the Pond Historic District shall exceed a height of thirty-five (35) feet, measured from final finish grade at the main entry area facing the primary street, although vertical architectural elements, such as steeples and cupolas, may extend up to twenty-five (25) feet above the height limit.

**Building Setbacks:** The setback and relationship of a historic structure to the open space between it and adjoining street/roadway should be maintained. New structures should be compatible with prevailing existing setbacks.

**Scale:** The scale of any new, or existing, structure, after any alteration or construction, should be compatible with the original architectural style and character of any historic building that is located on the site and all development should be in blend with surrounding historic properties.

**Directional Expression:** Surrounding development should be compatible with the directional expression and orientation of neighboring historic properties.

**Signs:** The character of signs should be in keeping with the historic architectural style of the property. Character of a sign shall be interpreted to include the total number, size, area, scale, location, type, (e.g., on-site business signs), letter size and style, and intensity and type of illumination.

## Site Standards

**Pedestrian Friendly Design:** Site plans in the Pond Historic District should provide for continuity from sidewalks in public streets to all pedestrian entrances on the site, and walkability should be given primary importance over road speed and other access criteria.

**Public Open Space:** Developments located within the City's Town Center Area shall meet the requirements of the City's Zoning Ordinance for public space

dedications, as set forth in Chapter 415.169 Public Space Requirements. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District. Public space has been deemed to be of critical importance to the character of the community.

**Environmental Preservation:** In general, all development within the City's Town Center Area should be designed and built in such a way as to minimize adverse impacts on the natural environment. The design, engineering, and construction of projects located within the Town Center Area shall be subject to the environmental protection standards and regulations, as set forth specifically in the following: Chapter 420.200 Natural Resource Protection Standards and Procedures of the Subdivision and Development Regulations; Chapter 415 Grading Code; and Chapter 410 Tree Preservation and Restoration Code. These requirements may be modified by the City Council, as part of an approved site-specific ordinance, whether by a C-8 Planned Commercial District or a Planned Residential Development Overlay District.

**Parking Requirements:** Parking requirements shall be determined on a case-by-case basis for each use, depending upon the specific nature of the activity and the projected peak-hour demands associated with it, but may not exceed the number of required spaces set forth for the activity in the City of Wildwood's Zoning Ordinance. Parking should be located and designed so that it can be screened from view from abutting streets. Arrangements for shared parking are also encouraged within this district. Any outdoor at-grade parking should meet Green Parking Lot standards (as developed and to be acted upon by the City Council at a future date).

**Storm Water Management and Retention:** All developments located within the Town Center Area shall meet current standards and requirements for the management and control of stormwater runoff, as set forth by the City of Wildwood.

**Other:** Certain activities previously authorized by St. Louis County or determined to be legal, non-conforming uses by the Zoning Ordinance of the City of Wildwood, shall be considered grandfathered under their current zoning district designations and may be allowed to make alterations, changes, expansions, or other modifications consistent with the requirements of either Chapter 415.460 Non-Conforming Uses, Lands, and Structures, Chapter 415.560 Procedure for Amending the Zoning Ordinance of the City of Wildwood Zoning Ordinance, or under the authority set forth in the site-specific ordinance for that property.

From: **Scott Haley** shaley@kpstl.com
Subject: NP Wildwood, LLC -- zoning report
Date: March 18, 2016 at 9:37 AM
To: Joe Vujnich JVujnich@cityofwildwood.com, Kathy Arnett Kathy@cityofwildwood.com

Joe/Kathy,
Hope all is well.

With today being Friday, I am certain that you are wrapping up the report for Monday's meeting.

I am hopeful that staff has incorporated in the upcoming report that all the of our site specific ordinances (with all the subsequent amendments) and the accompanying staff reports encouraged the creation of a true mixed-use community. The site specific emphasized all major use components of residential, recreational and commercial activities, and that Phase II (Western side) was to potentially include up to 100 residential units.

Furthermore, all great downtowns/town centers (big or small, old or evolving) are as strong as the residents with that districts. These downtown/town center residents provide continuous life, energy and activity to the area. The intrinsic value added by a strong and growing residential base in these areas is hard to quantify, but certainly important and vital.

As both of you know, the *anatomy of successful downtowns/town centers* includes: community gathering spaces, restaurants/outdoor dining, farmers market, city hall, street retail, office space, etc – just to identify a few. But always on the top of the these lists is the incorporation of ***residential*** (ie, multi-family housing, adult communities, single-family) – the link that makes the other components successful.

Finally, your conversations with several other residential developers the past several months, highlights the desire for a variety of housing types (in addition SF) in the Wildwood Town Center.

The support and recognition of our current site specific ordinances and re-incorporating residential in the Downtown District is vital to the long-term success to the Wildwood Town Center.

***Scott Haley***
**Managing Director of Development**
**KP DEVELOPMENT, LLC**
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314.261.7352 (direct)
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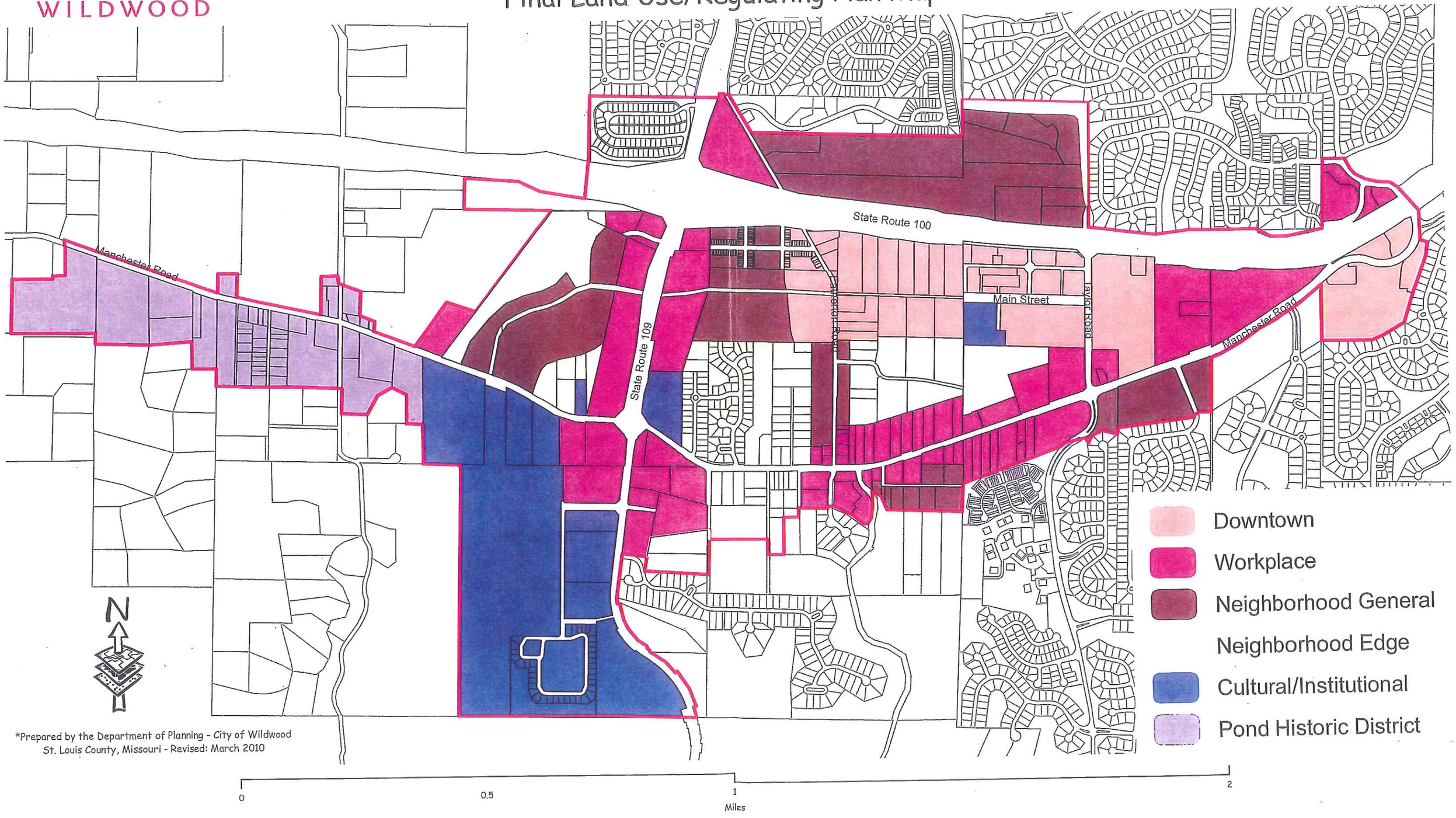
KP Development
www.kpstl.com

CITY OF WILDWOOD
MAR 18 2016
DEPT OF PLANNING & PARKS

WILDWOOD

# City of Wildwood Town Center Area - Ten Year Update
## Final Land Use/Regulating Plan Map




*Prepared by the Department of Planning - City of Wildwood
St. Louis County, Missouri - Revised: March 2010

**AMENDED BILL #2183** **ORDINANCE #2183**

**AN ORDINANCE AMENDING SECTION 110.120 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE**

**WHEREAS,** Section 110.120 of the City of Wildwood, Missouri Municipal Code currently contains a provision to elect the Mayor Pro Tempore no later than the third Tuesday in April of each year; and

**WHEREAS,** as a matter of practicality, the election of the Mayor Pro Tempore does not occur until the April election results are certified, which typically occurs after the third Tuesday in April of each year; and

**WHEREAS**, the Council of the City of Wildwood, Missouri, desires to amend said section of the Municipal Code to remove this requirement.

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

**Section One**. Chapter 110 of the Code of Ordinances entitled "Mayor and City Council" is hereby amended by deleting Section 110.120 (Mayor Pro Tempore) in its entirety and enacting in its place a new Section 110.120 to read as follows:

**110.120. Mayor Pro Tempore.**
Annually at the first regular meeting of the Council following certification of the results of the general municipal election, the Council shall elect from its members a Mayor Pro Tempore who shall hold office for the term of one year and who shall preside at Council meetings not attended by the Mayor. Whenever the Mayor files with the City Clerk a written statement that he or she shall be unable to fully discharge his or her powers and duties as Mayor due to absence, disability or otherwise, the Mayor Pro Tempore shall act as Mayor until the Mayor shall file a contrary statement. When the Mayor is absent and no such statement has been filed, the Council may by an affirmative roll-call vote of a least three-fourths (3/4) of the members of the City Council direct that the Mayor Pro Tempore shall act as Mayor until the earlier of the next meeting or the Mayor's filing with the City Clerk a statement of his ability to resume office. The Mayor Pro Tempore acting as Mayor by authority of this Section shall have no power of veto, nor power to break a tie vote, and shall retain the office and duties of Council Member. In the absence of the Mayor and the Mayor Pro Tempore at a meeting of the Council, the Council may elect one (1) of its members present to preside at such meeting, who shall be styled "Acting Mayor Pro Tempore".

**Section Two**. This Ordinance shall be in full force and effect after its passage and approval.

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | JAMES R. BOWLIN, MAYOR |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**BILL NO.: 2188** **ORDINANCE NO.: 2188**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2080 TO ALLOW FRONT-ENTRY GARAGE DESIGNS.** (Ward Eight)

**WHEREAS**, on January 26, 2015, the City Council, pursuant to Ordinance #2080 approved a Planned Residential Development Overlay District for a proposed three (3) lot residential subdivision in the City's Town Center Area pursuant to a request from Manlin Development Company (the "Developer"); and

**WHEREAS**, the Developer has submitted plans and building elevations for review by the City; and

**WHEREAS**, subsequent to consideration of such plans and elevations by the Planning and Zoning Commission's Site Plan Subcommittee, the Developer requested amendments to Ordinance #2080 to allow for front-entry garages, in lieu of side-entry garages provided for therein, and to modify construction material requirements; and

**WHEREAS**, the Planning and Zoning Commission considered the requested amendment at a meeting on April 4, 2016, and recommended no change to Ordinance # 2080, the specifics of such recommendation being set forth in the recommendation of the Planning and Zoning Commission submitted to the City Council dated April 4, 2016, and regarding PZ 15, 16 and 14-17, a copy of which is on file in the office of the City Clerk and incorporated by reference herein; and

**WHEREAS**, the City Council held a public hearing to consider the amendment on May 23, 2016, at which interested persons were offered an opportunity to speak; and

**WHEREAS**, at its meeting on May 23, 2016, the City Council directed the Department of Planning to prepare draft legislation amending Ordinance #2080 for consideration by the City Council.

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

**Section One.** That Ordinance #2080 of the City of Wildwood, Missouri, be and is hereby amended by deleting Sections One and Two thereof in their entirety and enacting, in lieu thereof, new Sections One and Two, to read as follows:

> **Section One**. The City of Wildwood's Zoning Ordinance and Official Zoning District Maps, all made a part thereof and incorporated herein, are hereby amended relative to the property legally described in this Section One, along with the accompanying Amended Planned Residential Development Overlay District on the same site, while the Regulating Plan of the Town Center and

Comprehensive Zoning Plan of the Charter remain unchanged by this action (Town Center "Neighborhood Edge"):

*A tract of land in the North half of the Northwest Quarter of Section 12, Township 44 North, Range 3 East of the Fifth Principal Meridian, St. Louis County, Missouri, being more particularly described as follows:*

*Commencing at the intersection of the East line of Center Avenue, 30 feet wide, with the North line of "Westridge Oaks Plat 1", a subdivision according to the plat thereof recorded in Plat Book 338, Pages 53-56 of the St. Louis County Records; thence along said East line of Center Avenue, North 00 degrees 28 minutes 56 seconds East 820.00 feet; thence leaving said East line and along the South line of property conveyed to Helene T. Behrend and Mark J. Behrend by deed recorded in Book 16935, Page 1916 of said records, North 89 degrees 54 minutes 36 seconds East 150.64 feet to the ACTUAL POINT OF BEGINNING of the description herein; thence along the East line of said Behrend property, and the East line of property conveyed to Ada M. Krausch, Trustee by deed recorded in Book 16969, Page 2971 of said records, North 00 degrees 28 minutes 56 seconds East 300.00 feet to the South line of "Grover Heights", a subdivision according to the plat thereof recorded in Plat Book 20, Page 35 of said records; thence along said South line of "Grover Heights", North 89 degrees 54 minutes 36 seconds East 150.00 feet to the West line of East Avenue, 40 feet wide; thence along said West line of East Avenue, South 00 degrees 28 minutes 56 seconds West 300.00 feet; thence South 89 degrees 54 minutes 36 seconds West 150.00 feet to the POINT OF BEGINNING, containing 1.033 acres according to calculations by Bax Engineering Company, Inc., during August, 2009.*

**Section Two**: The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation of the City Council from its public hearing discussion held on May 23, 2016, which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

## 1. PERMITTED USES

a. This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of three (3) detached single family dwellings on individual lots, with common ground, and all permitted accessory structures normally found in conjunction with the primary uses.

## 2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

a. Each detached dwelling unit shall be located on an individual lot of record that is a minimum of 14,600 square feet in size. The minimum width of any lot within this P.R.D. Overlay District shall be ninety-eight (98) feet in distance. This width shall be measured at the front building line.

b. All detached single family dwellings shall have a minimum finish floor elevation of their front porches of eighteen (18) inches in height above the adjoining sidewalk grade. All dwelling units shall have a front porch, which must extend across at least twenty percent (20%) of the façade's elevation facing the frontage line, at a minimum depth of no less than **seven point five (7.5)** ~~six (6)~~ feet **from its street-side edge to the front of the garage doors**. No building facade shall show more than four (4) corners to the frontage line or as approved by the Architectural Review Board on the required elevations.

c. No building and/or structure shall be more than two (2) stories above final grade, as measured from the front building line on any individual lot.

d. Direct residential drive access shall be allowed for up to three (3) of the single family detached units within this development from East Avenue, while the garages on each of the units ~~shall~~ may be **front** ~~side~~-entry designs ~~only~~, but must be carriage types as well, including windows, as determined by the City's Architectural Review Board to be appropriate. Architectural type shingle selections shall be required on all residential units of a minimum thirty (30) year standard.

e. The first story, interior clear height for all single family dwellings shall be not less than eight (8) feet.

f. The proposed architectural design, character, and style of all buildings and dwelling units shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan, excepting no vinyl siding shall be allowed on any dwelling unit within the boundaries of this Planned Residential Development Overlay District (PRD). All materials used on any facade of a residential unit shall be fiber cement siding and backer, board, wood, brick, and/or stone. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries of this Planned Residential Development Overlay District in terms of material, color, and style.

## 3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the P.R.D. Overlay District approval by the City Council, and prior to any site disturbance, the developer shall submit to the

Planning and Zoning Commission for their review and approval a Site Development Plan. Where due cause is shown by the developer, time intervals may be extended once by the Planning and Zoning Commission in accord with requirements of Section 420.060 of the City of Wildwood Zoning Ordinance. Said Site Development Plan shall include, but not be limited to, the following information:

a. Outboundary plat and legal description of the property.
b. A general numbered lot plan with setback lines from all streets and roadways on and adjacent to the property. A typical lot diagram, indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement.
c. The location and size of all parking areas, pavement widths, and right-of-way dedications of all internal roadway improvements and drives.
d. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within four hundred (400) feet of this site's boundaries.
e. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening with existing and proposed improvements, and general location, size, right-of-way, and pavement width of all interior drives.
f. The location and size of all freestanding signs, lighting, fences, sidewalks, and other above ground structures, except retaining walls less than two (2) feet in height per section.
g. Existing and proposed contours at vertical intervals of not more than two (2) feet.
h. General location of sanitary sewer facilities.
i. Parking and density calculations.
j. Conceptual location and size of common ground areas.
k. A typical section of the proposed road indicating the placement and design of required streetscape improvements.
l. A Landscape Plan including, but not limited to, the location, size, and general type of plant materials to be used in accord with the City of Wildwood's Ordinance 410 and accompanying Tree Manual.
m. An inventory of the percent of tree canopy or individual trees to be retained on the site.
n. Location of all existing and proposed easements.
o. All other information not mentioned above, but required on a preliminary plat in accord with Section 420.060 of the City of Wildwood Subdivision and Development Regulations.

## 4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

The above Site Development Plan shall adhere to the following specific design criteria:

## Build-To Lines - Residential

a. Any building or structure, other than boundary and/or retaining walls, fences, detention facilities, and/or light standards, shall adhere to the following build-to lines, as specified in the Town Center Plan's Neighborhood Design Standards:

   1. Twenty (20) feet from any right-of-way line.
   2. Six (6) feet for any side yard property line and ten (10) feet for side yard areas that abut the perimeter of the Planned Residential Development Overlay District.
   3. Thirty (30) feet from any rear yard property line.

## Parking Setbacks – Residential

b. All parking stalls or loading spaces, excluding points of ingress or egress for the detached dwelling units, shall be located behind the edge of the public right-of-way a minimum of twenty (20) feet.

## Access and Roadway Improvements

c. Dedicate the necessary amount of right-of-way (a minimum of five (5) feet), along with all easements and licenses for construction purposes, for East Avenue to allow for the installation of a minimum forty (40) foot wide public right-of-way area and construction of a twenty-two (22) foot wide pavement, with six (6) foot wide sidewalk on the west side of the street, which adheres to the Town Center Plan's Street Specifications and Streetscape Design requirements as directed by the Department of Public Works. All streetscape elements including, but not limited to, street trees and lights and other amenities shall also be required, per the Town Center Plan.

d. Provide a five (5) foot wide right-of-way, utility, trail, sidewalk, and maintenance easement (RUTSM) along the edge of the public right-of-way of East Avenue to the City of Wildwood for public use forever, with said establishment indicated on the Preliminary and Record Plats for the division of this lot to three (3) properties. Said easement language shall be reviewed by the City Attorney for compliance to City of Wildwood requirements.

e. Access to East Avenue from these three (3) lots shall be limited to three (3) private driveway approaches (one (1) for each allowable lot), which can be no wider than fifteen (15) feet between **the established curb line and** edge of the right-of-way ~~and the turning apron for the side-entry garages~~, all designed in accordance with the City of Wildwood's Street Specifications of the Town Center, and be as directed by the Department of Public Works

## Miscellaneous Roadway Requirements

f. Installation of landscaping and ornamental entrance monument or identification signage, if proposed, shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to its installation or construction.

g. If required sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to vertical alignment and other off-site improvements, may be required to provide the required sight distance as directed by the Department of Public Works.

h. Construction access shall be from Manchester Road to East Avenue during the development of this site, not Center Avenue or Bordeaux Walk Way.

i. Sidewalks shall be required on all public streets and provide for a continuous and logical layout of this pedestrian network. Design and construction requirements for all sidewalks within the entire development shall be as established in the Street Specifications and Streetscape Elements of the Town Center Plan. Approval of their location, design, and material shall be by the Planning and Zoning Commission, as part of the Site Development Plan review process.

j. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's Traffic Generation Assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of roadway improvements.

k. All internal streets, access drives, or lanes, whether public or private, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as drive lane widths, sidewalks, stormwater drainage facilities, and street trees and lights.

## Parking Requirements - Residential

l. Parking spaces shall be provided as required by the Town Center Plan's Neighborhood Design Standards and Section 415.340 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Ordinance for the R-3 10,000 square foot Residence District.

## Landscape Requirements - Specific

m. Landscaping shall adhere to all requirements of Ordinance 410 and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.

n. All streets, roads, and lanes shall be appropriately landscaped as required by the Streetscape Design Requirements of the Town Center Plan and approved by the Planning and Zoning Commission on the Site Development Plan.

o. The areas of existing vegetation within the P.R.D. Overlay District boundaries identified as to be retained shall be marked on the site prior to the commencement of any disturbance in accord with the City of Wildwood's Ordinance 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and approval. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Ordinance 410 Tree Preservation and Restoration Code.

p. A landscaping easement area, being six (6) feet in width, shall be provided on each of the authorized three (3) lots, and be placed in the side yard setback area of each of them, which shall include certain plantings, of a non-seasonal nature, to provide a permanent view screen. These easement areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission for review and approval. Plantings indicated in these easement areas shall be in accordance with the requirements of City of Wildwood's Ordinance 410 Tree Preservation and Restoration Code.

q. A Landscape Architect shall sign and submit all plans for review and approval for this mixed-use development.

## Signs - Residential

r. Signs for this P.R.D. Overlay District shall be erected in accordance with the Town Center Plan Architectural Guidelines and Section 415.410 Sign Regulations of the City of Wildwood Zoning Ordinance for the R-3 10,000 square foot Residence District.

s. The location of all signage shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Signage not located on common ground must be erected within an easement.

## Lighting Requirements

t. The location of all lighting standards shall be as approved on the Site Development Plan. No on-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties. Illumination levels for all lighting shall comply with the provisions of the City of Wildwood's Zoning Code, Section 415.450 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission shall approve the location, design, and appearance of all light standards and fixtures as part of the Site Development Plan review process.

## Miscellaneous Conditions

u. The design, color, material, and location of all garden and screen walls or fences, if planned or required, shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission and the Architectural Review Board.

v. Improvements associated with public infrastructure, such as roadways, sidewalks, and access points, shall comply with general design principles that will provide for safe and efficient movement of traffic in and around these sites and improve overall circulation in the area. These improvements shall be reviewed and approved by the Department of Public Works.

w. Hours of construction and grading activity shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No development (grading and construction) activity shall be authorized on Sundays.

x. All retaining walls exceeding three (3) feet in height per section or crossing individual property lines shall be constructed of an appropriate inter-locking concrete block system. Walls crossing property lines shall be located in a maintenance easement. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.

y. The location of all utility easements for proposed service to this development shall be as approved by the Planning and Zoning Commission on the Site Development Plan. All utilities installed to serve this site shall be placed underground, including any existing overhead lines located on the subject property.

## 5. TRAFFIC GENERATION ASSESSMENT FEE

The developer shall contribute to the East Area Traffic Generation Assessment Trust Fund established by Section 140.210 of the City of Wildwood's Revised Codes. This assessment must be paid in full at the time of the first Zoning Authorization for any building or structure or when the individual issuances of building permits for the authorized lots are approved. This contribution shall not exceed the amount established by multiplying the number of parking spaces provided by the following rate:

| ***Type of Development*** | ***Required Contribution*** |
|---|---|
| Single Family Dwelling (detached) | $1,085.70 /Parking Space |

(Section 415.280 of the City of Wildwood Zoning Code defines a parking space)

If type of development proposed differ than those listed, rates shall be provided by the Department of Public Works.

As this development is located within a Trust Fund area established by the City of Wildwood, any portion of the traffic generation assessment contribution, which remains, following completion of roadway improvements required by the development shall be retained in the appropriate trust fund.

The amount of this required contribution, if not submitted by January 1, 2016, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the City of Wildwood Department of Public Works.

## 6. VERIFICATIONS PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

Prior to approval of the Site Development Plan, the developer shall provide the following:

Stormwater Improvements

a. Submit to the Planning and Zoning Commission an engineering plan approved by the City of Wildwood Department of Public Works and the Metropolitan St. Louis Sewer District showing that adequate handling of the stormwater drainage of the site is provided.

    1. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and the Metropolitan St. Louis Sewer District standards.

2. All stormwater shall be discharged at an adequate natural discharge point.
3. Retention/detention of differential runoff of stormwater shall be required. Stormwater management shall be provided in permanent retention/detention facilities, such as ponds or other acceptable alternatives. These retention/detention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
4. All proposed retention/detention facilities and related stormwater improvements shall be located in a common ground area and insure perpetual maintenance to the Homeowners Association to be created at the time of platting of this development.
5. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the Site Development Plan/Improvement Plan process, to implement "best management practices" for stormwater management and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, vegetative swales, and other options to substantially reduce the amount of stormwater leaving the subject site.

Geotechnical Report

b. Provide a Geotechnical Report covering development and grading required by improvements involved with this site, as directed by the Department of Public Works. Said report shall verify the adaptability of grading and improvements with soil and geologic conditions which are susceptible to rapid erosion, landslide, and/or creep. A statement of compliance with this study, signed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. The development and construction plans shall be designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer shall be required to sign and seal all plans with a certification the proposed construction will be completed in accordance with the grading and soils requirements and conditions contained in the report.

Stormwater Pollution Prevention Plan

c. Submit a Stormwater Pollution Prevention Plan, as part of the Site Development Plan review process, indicating compliance to all Federal, State, and local requirements regarding the management of stormwater runoff to prevent siltation and erosion, while preserving water quality, both upon the site and on downstream properties.

## 7. RECORDING

Within ninety (90) days of approval of the Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

## 8. VERIFICATION PRIOR TO PERMITS

### Notification to Department of Planning

a. Subsequent to approval of the Site Development Plan and prior to issuance of any grading, foundation, or building permit, all approvals from the Department of Public Works, the Missouri Department of Natural Resources, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

b. Prior to the issuance of a foundation or building permit for any lot, which adjoins the common ground area and/or detention, basin, written certification from a Professional Engineer which verifies these areas are graded in accordance with the approved plans, must be received by the Department of Planning.

### Roadway Improvements

c. Improvements to East Avenue must be completed prior to the issuance of more than one (1) building permit. Any delays in utility company relocation and adjustments will not constitute a cause to allow occupancy prior to completion of roadway improvements.

### Land Subdivision

d. Record a proper subdivision of the property and comply with all other applicable Subdivision and Development Regulations sections affecting the development of land, except as otherwise specified by this ordinance.

### Indentures

e. With the filing of the record plat establishing separate lots, the developer shall record an approved indenture, which defines the necessary assessments and specific trustee obligations in accord with provisions of Section 415.470 and 415.510 of the City of Wildwood Zoning Code.

### Escrow Requirements

f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

### Improvement Plans

g. The developer of this residential subdivision shall provide to the City Improvement Plans indicating construction details relative to public and

private infrastructure associated with its development. Said plans will be used to calculate escrow requirements for these identified improvements.

Sanitary Sewage System

h. The developer shall provide verification from the Metropolitan St. Louis Sewer District that public sewer service has been provided to this site. Verification shall be in a form acceptable to the City of Wildwood. This lot is part of the Town Center Neighborhood Improvement District (NID) for the required wastewater improvements that have been installed thereafter and each of the proposed properties will have an assessment associated with them that is the responsibility of that owner to pay each year.

Potable Water Service

i. The developer shall be required to provide public potable water from the Missouri American Water Company to the property and related homesites. This area has experienced "low pressure" issues and such may effect these three (3) lots. Verification of acceptable service to these three (3) lots shall be in the form acceptable to the City of Wildwood. Additionally, the design and location of this water service system shall be reviewed and acted upon by the Planning and Zoning Commission, as part of the Site Development Plan submittal process.

## 9. GENERAL DEVELOPMENT CONDITIONS

a. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

b. A grading permit is required prior to any grading on the site. Interim stormwater drainage control in the form of salutation control measures is required.

c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District development shall be prominently displayed at all times in all sales offices for this development.

d. The petitioner shall be responsible for obtaining all necessary permits from the Department of Natural Resources Clean Water Commission as they relate to the development of this tract of land.

e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.

f. Failure to comply with any or all of the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City of Wildwood Departments or Commissions.

g. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with Site Development Plans approved by the Planning and Zoning Commission and the Department of Planning.

h. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Planned Residential Development Overlay District Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

i. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Planned Residential Development Overlay District ordinance, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

**10. PUBLIC SPACE REQUIREMENTS**

a. Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 and 415.270 of the City of Wildwood's Zoning Ordinance. The City Council accepts the findings of the Public Space Study adopted therein and determines the compliance with the Public Space Ordinance provisions will address the impact of this specific development on public space needs in a manner and amount that is equal to less than an amount that is roughly proportional to the actual or anticipated impact. The installation of required public space improvements shall be as required by the applicable ordinances, but shall be completed prior to issuance of any occupancy (temporary or final) permit for the authorized by this ordinance. Unless otherwise approved pursuant to the procedures set forth in the Public Space Ordinance, the public space attributable to this development, based upon the number of authorized dwelling units at a rate of 1,742.4 square feet per new single family dwelling, is 5,227.2 square feet, of which this obligation already having been met in Plat One of the Estates at Bordeaux Subdivision.

**Section Two**. This ordinance shall be in full force and effect on and after its passage and approval.

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

***Editor's Note***: Changes to Ordinance #2080 are indicated by **red, bolded type**, while deletions are shown by a single, strike-through line.

**BILL NO. 2189** **ORDINANCE NO. 2189**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE AN AGREEMENT BY AND AMONG THE CITY OF ELLISVILLE, MISSOURI, THE CITY OF WILDWOOD, MISSOURI, AND ST. LOUIS COUNTY, MISSOURI, RELATING TO DESIGN SERVICES FOR IMPROVEMENTS TO OLD STATE ROAD.**

**WHEREAS**, the provisions of Sections 70.210 to 70.325 inclusive, RSMo., as amended, empower cities to contract and cooperate with other political subdivisions for planning, development, construction, acquisition or operation of any public improvement or for a common service; and

**WHEREAS**, Old State Road is a St. Louis County maintained Arterial Roadway which provides a direct connection between State Road 100 (Manchester Road) and State Route 109, within the Cities of Wildwood and Ellisville; and

**WHEREAS,** the City of Ellisville, Missouri ("Ellisville"), the City of Wildwood, Missouri ("Wildwood"), and St. Louis County, Missouri ("County"), wish to enter a cooperative funding agreement ("Agreement") for design services for improvements to Old State Road, from Old State Spur to 320 feet south of Pierside Lane ("Project").

**WHEREAS**, County intends to enter into a contract with a qualified engineering firm ("Consultant") to provide design services for the Project; and

**WHEREAS**, the City Council desires to enter into the Agreement to provide financial assistance for said Project.

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

**Section One**. That the form, terms, and provisions of the Agreement by and among the City of Ellisville, Missouri, the City of Wildwood, Missouri, and St. Louis County, Missouri, relating to design services for improvements to Old State Road, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**EXHIBIT A**

**AGREEMENT BETWEEN CITY OF ELLISVILLE, MISSOURI, CITY OF WILDWOOD, MISSOURI AND ST. LOUIS COUNTY, MISSOURI RELATING TO DESIGN SERVICES FOR IMPROVEMENTS TO OLD STATE ROAD**

WHEREAS, City of Ellisville, Missouri ("Ellisville"), City of Wildwood, Missouri ("Wildwood") and St. Louis County, Missouri ("County") wish to enter a cooperative funding agreement ("Agreement") for Engineering Services related to development of a conceptual design to improve Old State Road, AR-788(B), from Old State Spur to 320 feet west of Pierside Lane ("Project").

WHEREAS, County recognizes the public benefit to be derived from said Project, and wishes to forward fund and administer the Project, and

WHEREAS, County intends to enter into a contract with a qualified engineering firm ("Consultant") to provide design services for the Project; and

WHEREAS, Ellisville and Wildwood recognize the public benefit to be derived from the Project, and wish to provide financial assistance for said Project, and

WHEREAS, this Agreement is authorized by Ellisville Ordinance _____.

WHEREAS, this Agreement is authorized by Wildwood Ordinance _____.

WHEREAS, this Agreement is authorized by County Ordinance _____.

NOW, THEREFORE, in consideration of the premises, and the promises and convenants herein, Ellisville, Wildwood and County agree to the following:

1. County will select the Consultant and negotiate a contract to provide the design services in accordance with RSMo 8.285 through 8.291. Ellisville and Wildwood may provide comments to County with respect to Consultant selection, but County shall make final selection of Consultant.

2. County shall pay the Consultant's progress invoices throughout the duration of the contract.

3. After County makes final payment to the Consultant, County will invoice Wildwood and Ellisville for reimbursement of a portion of the actual costs.

4. Ellisville shall reimburse County in the amount of 15% of actual costs incurred for Project, not to exceed $9,000, within thirty (30) days of receipt of an invoice submitted to Ellisville by County.

5. Wildwood shall reimburse County in the amount of 35% of actual costs incurred for Project, not to exceed $21,000, within thirty (30) days of receipt of an invoice submitted to Wildwood by County.

6. Any remaining amount owed to the Consultant is the County's sole responsibility.

7. Other than the obligation to fund their respective portions of the contract amount, Ellisville and Wildwood assume no other obligations or liabilities with respect to the contract or the Project.

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

Executed by Ellisville this _____ day of _____, 20_____
Executed by Wildwood this _____ day of _____, 20_____
Executed by County this _____day of _____, 20_____

CITY OF ELLISVILLE, MISSOURI

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF WILDWOOD, MISSOURI

_____
Mayor

ATTEST:

_____
City Clerk

COUNTY OF ST. LOUIS

By: _____
Steven V. Stenger, County Executive

ATTEST:

_____
County Clerk

Approved as to Legal Form

_____
County Counselor

Approved:

_____
Director, Highways & Traffic

I hereby certify that unencumbered balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged.

_____
Accounting Officer

**BILL NO. 2190** **ORDINANCE NO. 2190**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A CONTRACT WITH HR GREEN, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PLANNING, DESIGN AND CONSTRUCTION OF THE ROUTE 109 PEDESTRIAN TUNNEL PROJECT.**

**WHEREAS**, the City Council of the City of Wildwood, Missouri, desires to enter into a Contract with HR Green, Inc., for professional engineering services related to the planning, design and construction of a pedestrian tunnel across Route 109; and

**WHEREAS**, the City Council finds and determines that entering into the Contract serves a public purpose and is to the benefit of the City.

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

**Section One**. That the form, terms, and provisions of the Contract with HR Green, Inc., for professional engineering services related to the planning, design and construction of a pedestrian tunnel across Route 109, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Contract"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**EXHIBIT A**

[attach Contract]

**BILL NO. 2190** **ORDINANCE NO._____**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A CONTRACT WITH HR GREEN, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PLANNING, DESIGN AND CONSTRUCTION OF THE ROUTE 109 PEDESTRIAN TUNNEL PROJECT.**

**WHEREAS**, the City Council of the City of Wildwood, Missouri, desires to enter into a Contract with HR Green, Inc., for professional engineering services related to the planning, design and construction of a pedestrian tunnel across Route 109; and

**WHEREAS**, the City Council finds and determines that entering into the Contract serves a public purpose and is to the benefit of the City.

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

**Section One**. That the form, terms, and provisions of the Contract with HR Green, Inc., for professional engineering services related to the planning, design and construction of a pedestrian tunnel across Route 109, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Contract"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**EXHIBIT A**

[attach Contract]

# Exhibit A

**SPONSOR:** **City of Wildwood, Missouri**
**LOCATION:** **Route 109 Pedestrian Tunnel**
**PROJECT:** **TAP-5602(623)**

THIS CONTRACT is between the City of Wildwood, Missouri, hereinafter referred to as the "Local Agency", and HR Green, Inc. hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program (TAP) coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a pedestrian tunnel under Route 109 to replace an existing at-grade crossing, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

## ARTICLE I – SCOPE OF SERVICES

### A. PROJECT LOCATION

This project includes the preparation of preliminary, right-of-way and final design plans for a much safer crossing across Route 109 for the Wildwood Greenway by constructing a precast box culvert pedestrian tunnel under Route 109 replacing an existing at-grade crossing. The Wildwood Greenway runs along Route 100 between Pond Road to the west and to the east now terminates (with the recent Great Streets improvements) at Old State Road in Ellisville. The tunnel will be designed to accommodate a future roundabout and associated improvements at the intersection of Route 109 and the eastbound Route 100 Ramps.

### B. GENERAL

The Engineer will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of five (5) tasks as detailed below. Plans will be developed in accordance with the procedures required by MoDOT's Engineering Policy Guide (EPG) and Local Public Agency (LPA) Requirements. The Engineer will develop plans for the following submittals to MoDOT and the Local Agency:

1. Preliminary Plan Phase
2. Right-of-Way Plan Phase
3. Final Design Plan Phase
4. Bidding Phase

### C. PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. Right-of-Way: For the purposes of this scope of service, it is assumed that the project will require easement documents from two (2) properties in order to construct new trail connections. The acquisition of new easements for this project will be completed by the

Local Agency. Additionally, it is assumed that the existing sidewalks in front of the gas stations are on private property, and going forward, the public sidewalk/trail will reside in either public right of way, or a permanent easement will be acquired under the trail.

2. Surveying: Topographic and right of way surveys have already been procured for this site through previous surveying for the eastbound Route 100 at Route 109 roundabout project. If additional survey is required due to findings of the intial survey or because the survey did not anticipate all of the requirements of this work, such work may require a supplemental agreement.
3. Bidding Documents: The Engineer will not provide duplication of bid documents. The Engineer will provide one reproducible and one PDF copy of all bid documents to the Local Agency, who will be responsible for reproduction of the bidding documents.
4. Public Meeting: Because of the nature of this work as a maintenance activity, no public involvement is warranted nor will any public meetings be conducted.

## D. EXCLUSIONS

Exclusions to the scope of services include the following:

1. Pavement design
2. Traffic modeling
3. Roadway lighting
4. Condemnation precedings or title work
5. Design of utility adjustments or preparation and negotiation of utility agreements
6. Acquisition of new right of way or easements
7. Construction inspection or administration
8. No NEPA documentation other than Section 106 Form submittal
9. Permitting other than that described herein will be the responsibility of the Local Agency

## E. TASK 1: PROJECT MANAGEMENT

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

1. External Progress Meetings – The Engineer will maintain communications with the Local Agency as needed to review progress, discuss specific elements of the project, and determine future needs and activities. It is assumed that one meeting will occur during each phase of the project for a total assumed number of three (3) meetings. An average of two (2) members of the Engineer's staff will attend each meeting. The Engineer will prepare minutes of meetings and keep documentation of other communications.
2. Internal Team Meetings – Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project.
3. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 12 months). The invoices will be prepared by the Engineer in accordance with the standard MoDOT Consultant Invoice as referenced and found in the Engineering Policy Guide (EPG). Subconsultants will prepare monthly invoices for their work and submit the invoices to HR Green, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.

4. Geotechnical Report – The Engineer's subconsultant will complete a geotechnical evaluation of the project. A geotechnical investigation report will be prepared which will document the course of the investigation, the field exploration and laboratory programs, and will present the boring logs, laboratory test data, and a description of the subsurface conditions encountered. The report will provide geotechnical conclusions and recommendations for the design and construction of the project specifically focused on the tunnel crossing. Recommendations will be given for a bearing capacity for foundation or wall design, and geotechnical design parameters will be provided for the foundation soils and the retained materials. The report will also provide a settlement estimate as well as a global stability analysis for the new retaining walls.
5. Quality Control – The Engineer will establish review and checking procedures for the project deliverables. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. However, for major deliverables that require assembling data from many different tasks or delivery teams, an additional review will be completed by the Project Manager or his assigned Quality respresentative. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:
   a. Preliminary Plans
   b. Right of Way Plans
   c. Final PS&E

## F. TASK 2: PRELIMINARY DESIGN PHASE

The following scope items will be necessary to complete this work:

1. Field Checks – The Engineer, in the company of the Local Agency, will complete a general field check to review existing topographic conditions and review the topographic survey already performed prior to this contract. Additionally during this site visit, the Engineer will review the existing site for deficiencies that could be remedied through the completion of the project if budget is available.
   a. Report – After the completion of the field check, the Engineer will compile a technical memorandum documenting the known deficiencies, and initially ranking them in order of importance.
2. Title Sheet – The Engineer will complete a preliminary title sheet for the project.
3. Typical Section Sheets – The Engineer will prepare preliminary typical section sheets. One (1) sheet is assumed.
4. Reference Tie / Project Control Sheet – The Engineer will prepare a preliminary tie and control sheet using information provided by the surveyor.
5. Develop Plan Over Profile Sheets – The Engineer will prepare preliminary plan and profile sheets based on a 20 scale in plan, and a 20-inch horizontal / 5-inch vertical scale in profile. The plan/profile sheet will cover the tunnel area as well as new trail connections and retaining walls to be constructed. One (1) sheet is estimated.
6. Preliminary Structure Design –The Engineer will prepare a 1"=20' scale Type, Size, and Location (TS&L) plan for the proposed structure/tunnel. The TS&L includes a general plan and elevation consisting of a longitudinal section along the structure, roadway horizontal curve, and profile data along with a structure plan. In addition, preliminary MSE wall sheets will be prepared in conjunction with the tunnel design to hold back existing material

near the crossing. One (1) sheet is assumed for the TS&L, and one (1) sheet is assumed for the retaining wall sheet.

7. Cross Sections – Cross sections for Route 109 and the trail alignments will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1" equals 5' both horizontally and vertically. For the preliminary cross sections, only existing features and proposed pavement will be shown to generate construction limits (no labeling). Ten (10) sheets are assumed for this work.
8. Regulatory Approvals – The Engineer will submit the Section 106 form to the MoDNR for approval.
9. Utility Coordination – The Engineer will coordinate utility company activities for the project by providing a preliminary plan submittal to utility providers, including a PDF of the following sheets: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use. Additionally, as a part of this work, the Engineer will attend one (1) Utility Coordination Meeting at the completion the preliminary design phase of the project to discuss existing facilities, and impacts and possible relocation corridors for impacted facilities.
10. Prepare Engineer's Estimate of Probable Cost – The Engineer will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing historical unit bid prices for construction.
11. Drainage Design – In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited and taken to a point where a submittal to the Metropolitan St. Louis Sewer District (MSD) can be made. This submittal will occur once the Preliminary Plans have been approved by the Local Agency and MoDOT, and after the public meeting has occurred. The drainage design will include:
    a. Assessment of the existing and proposed watershed and drainage areas.
    b. Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.
    c. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
    d. Preliminary stormwater pipe profiles (culvert sections)
    e. Proposed water quality measures will be suggested for the overall project but not in conjunction with this specific (first) piece. Engineer will meet with MSD to defend this poisiton and make recommendations about future swap areas and solutions.
    f. Design memorandum will be submitted and approvals will be acquired through MSD.
12. Submit Preliminary Plans – The Engineer will submit an electronic copy of the Preliminary Plans to the Local Agency and MoDOT for review and approval. One (1) half-size hard copy of the plan set will be submitted to the Local Agency. The Preliminary Plan submittal will include: Title Sheet, Typical Section Sheet, Plan/Profile Sheet, TS&L / Retaining Wall Sheets, and Cross Sections.

## G. TASK 3: RIGHT OF WAY PHASE

After review of the preliminary plan comments from from the Local Agency and MoDOT's review, the Engineer will modify the plans to correspond to Local Agency driven changes and proceed towards final design of the project. At this point, the Engineer will begin the preparation of Right of Way Plans.

The Right of Way Phase shall include development of detailed Right of Way Plans for the new pedestrian tunnel. The development of Right of Way Plans is based on the assumption that no more than two (2) parcels will require new easements. If it is determined that more than two (2) parcels will require new easements, the Engineer will complete this additional work by way of supplemental agreement.

The Engineer shall provide the Local Agency with documentation to enable the Local Agency to request an A-Date in accordance to most current version of the Missouri Department of Transportation (MoDOT) standard LPA Manual.

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

1. Right of Way Plans – The Engineer will prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The Right of Way Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The Engineer will also include plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, and split plan over profile sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner will be shown in tabular form on the respective sheets.
2. Preliminary Right of Way Plans will be submitted to the Local Agency for review and approval. The Right of Way Plans will be at the same scale as the construction plans. The Right of Way Plans will include design details that will control the width of right of way and necessary easements.
    a. New Right of Way lines and new easements shall be dimensioned by bearings and distances.
    b. The following minimum design features shall be included on the Right of Way Plans:
        i. Title sheet with the appropriate project limits, access note and traffic data completed.
        ii. Typical section sheet
        iii. Plan/Profile sheet containing the following: drainage facilities; entrances and their reference location, width and type; property owners, with areas of new right of way, easements and remaining property; centerline bearing, existing known utility locations, easements, and horizontal curvature information.
        iv. Township, Range, Section and/or U.S. Survey.
3. Engineer's Estimate of Probable Cost – The Engineer will revise the Engineer's Estimate of Probable Cost based on updated plan changes occurring between the Preliminary Plans and submittal of the Right of Way Plans.
4. Submit Right of Way Plans – The Engineer will submit an electronic copy of the Right of Way Plans to the Local Agency and MoDOT for review and approval. One (1) half-size hard copy of the plan set will be submitted to the Local Agency. The Right of Way Plan

submittal will include: Title Sheet, Typical Section Sheet, Plan/Profile Sheet and Exhibits/Descriptions described later in this section.

In addition to the specific Right of Way Plans requirements, the following items and assumptions are also included in this phase of work:

5. The Engineer will provide individual Exhibits for each parcel requiring a temporary or permanent taking, and individual legal descriptions by parcel to accompany any exhibits required for temporary or permanent takings. The following assumptions are made in the estimation of the fee for this task:
   a. It is assumed that all work on or along existing sidewalks in front of gas stations will will be completed by either property acquisition or permanent easement under the public sidewalk / trail.
   b. The Engineer will obtain Title Commitments for the two (2) properties identified as needing exhibit preparation work. Title work shall be limited to these parcels only.
   c. The total number of exhibits shall be limited to <u>two (2)</u> for this contract. The total number of legal descriptions written shall be limited to <u>two (2)</u> for this contract.
6. The following exclusions to the Right of Way Phase are made:
   a. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
   b. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of ROW acquisition will be sealed by a Professional land Surveyor licensed in the State of Missouri.
   c. The Engineer will not be responsible for the preparation of any Certified Land Corner documents.
   d. The Engineer will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.

## H. TASK 4: FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Right-of-Way Plans. The Engineer will undertake the following tasks in the final development of the plans.

1. <u>Title Sheet</u> – The Engineer will make final revisions to the title sheet.
2. <u>Tabulation of Quantities</u> - The Engineer will tabulate all quantities. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized on an A-sheet, and subsequent sheets will break down how each quantity was tabulated by sheet and station range. Two (2) sheets are estimated.
3. <u>Typical Section Sheet</u> – The Engineer will detail and finalize the typical section sheet. One (1) sheet is estimated.
4. <u>Reference Tie / Project Control Sheet</u> – The Engineer will make final revisions to the tie and control sheet.
5. <u>Plan Over Profile Sheet</u> - The Engineer will finalize the plan/profile sheet by providing details and notes as necessary for the final design plans. One (1) sheet is estimated.

6. Pipe Profiles – The Engineer will detail and dimension the storm sewer (culvert) sections for all storm water drainage pipes and structures. Profiles for storm sewer pipe to be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically. No budget is set aside for the detailing of water quality features per Task 2.11.e.
7. Force Main Relocation Sheet – The Engineer will complete plans for the relocation of the existing force main running parallel to western side of Route 109 which will be in conflict with the new box culvert (tunnel). The relocation will be submitted as a part of the package submitted to MSD for approval under the same P number pulled for stormwater.
8. Striping, Signage and Erosion Control – The Engineer will complete plans for new pavement markings (and signing where applicable). Existing signs should be used in place unless they do not meet the current retroreflectivity requirements of the MUTCD. These plans will indicate the relocation of existing signs where necessary due to new trail, tunnel, or grading work. Signing cross sections or quantity sheets will not be provided. In addition, the Engineer will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on this sheet and no specific sheets will be created. Two (2) sheets at 20 scale are estimated.
9. Traffic Control Plan Sheets – The Engineer will develop traffic control plans sheets for maintaining traffic during construction. The plans will generally include standard details for lane drops or closures, as well as a detailed Traffic Control Plan indicating signage or striping for phasing and sequencing. Three (3) sheets are estimated.
10. Precast Pedestrian Tunnel Detail Sheets – The Engineer will develop specific structural sheets for inclusion in the final design plan set. Structural sheets include the following:
    a. General Plan and Elevation (1 sheet)
    b. Summary of Quantities and General Notes (1 sheet)
    c. MSE Wall Details (3 sheets)
    d. Lighting Details (4 sheets)
    e. Boring Logs (1 sheet)
11. Cross Sections – The Engineer will finalize the roadway cross sections included final design details and notes. Earthwork quantities and cross sections for the mainline and trails shall be provided at fifty-foot intervals along the proposed centerline of the alignments. Cross sections will be drawn at a scale of 1" equals 5' both horizontally and vertically. For each cross section, right of way, easement, and utility information will be graphically shown. Ten (10) sheets are assumed.
12. Prepare Engineer's Estimate of Probable Cost – The Engineer will update the engineer's estimate of probable cost based on the final design plans.
13. Utility Coordination – The Engineer will coordinate utility company activities for any adjustments required to be included in the final design plans, including a PDF submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
    a. The Engineer will incorporate all necessary utility plan adjustments into the final plans, however actual design of relocated or adjusted utility facilities (excluding storm sewers and sanitary sewer adjustments) is excluded from the scope.
    b. The Local Agency or MoDOT will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.

c. The Engineer will attend one (1) a Utility Coordination Meeting in conjunction with the Final Design Plans.

14. Job Special Provisions – The Engineer will complete all Job Special provisions as necessary to supplement the standard specifications. For this project the standard specifications to be adopted shall be the Missouri Department of Transportation's Standard Specifications for Highway Construction, current edition.
15. Develop Project Manual/Bid Documents – The Engineer will use MoDOT's Federal Boiler Plate Front End documents and make all changes needed to conform to the requirements of this project. The project manual will include all required MoDOT and Federal provisions as well as specialized JSP's as described in the item above.
16. Submit 95% Draft Package/Plan Set for Review – The Engineer will submit a Draft PS&E package to the Local Agency and to MoDOT. This submittal will include two (2) hard copies of the plans in 11"x17" format with a hard copy of the Project Manual and Engineer's Estimate of Probable Cost for each agency, plus and electronic PDF copy as needed.
17. Complete Final Revisions – The Engineer will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by the Local Agency and by MoDOT.
18. Submit Revised PS&E to MoDOT – After revising the Draft PS&E, the Engineer will resubmit two (2) final copies of the PS&E to MoDOT and the Local Agency.

**I. TASK 5: BIDDING PHASE**

Bidding Services for this project will include the following:

1. Addenda, Clarifications or Requests for Information – The Engineer will provide written clarifications in response to RFI's (in the form of addenda to the advertisement for bids).
2. Pre-Construction Meeting – The Engineer will attend one (1) preconstruction conference to be held by the Local Agency. The meeting will be arranged by the Local Agency and held at a facility chosen by the Local Agency. The Engineer will be on hand to answer questions about the construction, but the meeting will be run by the Local Agency.
3. Site Visits – The Engineer will make periodic site visits to the site to observe work progress and answer specific questions about design intent. Three (3) visits are assumed over the duration of the construction work.
4. Shop Drawings – The Engineer will review shop drawings for design intent and compliance to the specifications of the project. Shop drawing review will be limited to box culvert (tunnel), lighting, wall, and drainage structure submittals. The Local Agency will handle all other submittal reviews.

**ARTICLE II – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is *6 %* of the total Agreement dollar value.

B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 9 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS | TYPE OF DBE SERVICE | TOTAL $ VALUE OF THE DBE SUBCONTRACT | CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL | PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL |
|---|---|---|---|---|
| **TSi Engineering, Inc.** 5850 Arsenal St. St. Louis, MO 63139 | Geotechnical Investigations and Reporting | $9,656.00 | $9,656.00 | 100 % |

**ARTICLE III – ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV – RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

A. make available all information pertaining to the project which may be in the possession of the Local Agency;
B. provide the Engineer with the Local Agency's requirements for the project;
C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

**ARTICLE V – PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

A. PS&E Approval by MODOT shall be completed on February 16, 2018.
B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

**ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

**ARTICLE VII – COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $11,029.03, with a ceiling established for said design services in the amount of $99,952.88, which amount shall not be exceeded.
B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of $0.00, with a ceiling established for said inspection services in the amount of $0.00, which amount shall not be exceeded.
C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
D. Actual costs in Sections A and B above are defined as:
    1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
    2. An amount calculated at 44.24% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
    3. An amount calculated at 123.26% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than $10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## ARTICLE VIII – COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## ARTICLE IX – SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no

way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| Sub-Consultant Name | Address | Services |
|---|---|---|
| TSi Engineering, Inc. | 5850 Arsenal Street<br>St. Louis, MO 63139 | Geotechnical Investigations and Reporting |

**ARTICLE X – PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI – RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII – OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

**ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder

shall be equitably adjusted upon resumption of performance of the services.

C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.

1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
3. Any material contract breach by the Local Agency.

**ARTICLE XIV – DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

**ARTICLE XV – SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

**ARTICLE XVI – COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

**ARTICLE XVII – RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

**ARTICLE XVIII – NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

**ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

**ARTICLE XX – INSURANCE**

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
    1. Commercial General Liability: $500,000 per person up to $3,000,000 per occurrence;
    2. Automobile Liability: $500,000 per person up to $3,000,000 per occurrence;
    3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000; and
    4. Professional ("Errors and Omissions") Liability: $1,000,000, each claim and in the annual aggregate.

D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

**ARTICLE XXI – ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

| | |
|---|---|
| Attachment A – | Subconsultant Scope of Service |
| Attachment B – | Estimate of Cost |
| Attachment C – | Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions. |
| Attachment D – | Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. |
| Attachment E – | DBE Contract Provisions |
| Attachment F – | Fig. 136.4.15 Conflict of Interest Disclosure Form |

Executed by the Engineer this _____ day of _____, 2016.

Executed by the County/City this __ day of _____, 2016.

**FOR: The CITY of WILDWOOD, MISSOURI**

**BY: _____**
Mayor James R. Bowlin

ATTEST: _____
Ms. Elizabeth Weiss
City Clerk

**FOR: HR GREEN, INC.**

**BY: _____**
David F. Maxwell, PE
Operations Director

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

_____
Ms. Elizabeth Weiss
City Clerk

## ATTACHMENT A

## (TSi ENGINEERING SUBCONSULTANT SERVICES)

TSi geotechnical, inc.

1340 North Price Road
St. Louis, MO 63132
314.644.3134 T
314.644.3135 F

tsi-engineering.com

PROFESSIONAL SERVICES SINCE 1989

April 28, 2016

Mr. Jason S. Dohrmann, PE
**HOWARD R. GREEN, INC.**
16020 Swingley Ridge Road, Suite 120
St. Louis, Missouri 63017-2085

**Re: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation**
**Route 109 Pedestrian Tunnel**
**Wildwood, Missouri**
**TSi Proposal No. SLM16040.00**

Dear Mr. Dohrmann:

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal to Howard R. Green, Inc., (HR Green) to perform a subsurface exploration and geotechnical engineering evaluation for the design and construction of the Route 109 Pedestrian Tunnel project on Route 109 in Wildwood, Missouri.

## PROJECT DESCRIPTION

The following understanding of the project is based on information from HR Green concerning the proposed tunnel, and previous TSi projects in the area. The general site area lies in the city of Wildwood, roughly bounded on the north by Route 100, on the south by Hawthorne Village Parkway and Cambury Lane, on the east by Eatherton Road and on the west by Pond Road. This project consists of the construction of a new pedestrian tunnel to cross underneath Route 109 that will replace an at grade crossing to connect an existing pedestrian trail. This will require approximately 114 feet of tunnel underneath Route 109 along with new mechanically stabilized earth (MSE) retaining walls at both ends of the tunnel.

## SCOPE OF SERVICES

In order to provide geotechnical data and assessments for the design of the project, TSi proposes to provide the following scope of services:

1. Perform a site reconnaissance and review of previous projects performed in the vicinity of the project site.

2. Clear utilities at boring locations approved by HR Green and staked in the field by TSi.

3. Complete a drilling program of 2 borings to a depth of approximately 20 feet each or to auger refusal, whichever occurs first. If limestone bedrock is encountered above 20 feet then the limestone will be cored for a depth of approximately 10 feet in only one of the borings, using NX-size diamond bit rock coring methods. The borings will be drilled with an all-terrain or truck mounted drill rig, using hollow stem auger drilling equipment. Standard Penetration Test (ASTM D 1586) and Shelby tube (ASTM D 1587) samples will be recovered in the borings on 2.5- to 5-foot intervals, with sampling at 2.5-foot spacing in the lower 10 feet. In addition, a bulk sample will be obtained in a 5-gallon bucket from one of the borings. TSi plans to drill one of the borings in the roadway which will require traffic control.

4. Laboratory testing of soil samples recovered from the borings that may include the following tests:

   - visual classification;
   - moisture content;
   - Atterberg limits;
   - grain size analyses, if appropriate;
   - soil unit weight;
   - unconfined compressive strength of soil; and
   - standard Proctor moisture-density.

5. Geotechnical engineering evaluation and report preparation.

## GEOTECHNICAL REPORTS

TSi will prepare a geotechnical study report that will contain the boring logs and laboratory test results for the project, a description of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered. The report will present our conclusions and recommendations for the design and construction of the tunnel, including:

- Subsurface conditions at the bridge, including material types at each boring location;
- Laboratory test results for soil samples;
- Foundation support for the tunnel and retaining wall structures, with recommendations for allowable bearing pressures and depths for the foundations;
- Estimated settlement of the foundations, based on the general character of the supporting materials and anticipated structural loads:
- The influence of groundwater on the project;

- Lateral earth pressure recommendations for design of the tunnel and MSE retaining walls;
- Global stability analyses for MSE retaining walls. The analysis for MSE walls would be preliminary, made using assumed lengths for the reinforcement zone;
- General construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

## ESTIMATED COST

TSi's work will be performed on a lump sum basis. Based on the proposed scope of work and assuming no unanticipated subsurface conditions are encountered, our fee for the geotechnical study for the project will be $9,656. If site conditions are encountered during exploration that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fee will not be exceeded without your authorization.

## SCHEDULE OF WORK

TSi anticipates that fieldwork could begin within 3 weeks of authorization to proceed, depending on receipt of permits. We anticipate that 1 working day will be required to complete the field investigation for the site. A written report of our findings for the study will be issued within approximately 3 weeks after the completion of the field work. Verbal recommendations can be provided as soon as data is available and analyses are complete.

## ASSUMPTIONS\CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. HR Green will provide any available information regarding the location of subsurface utilities, at least one week prior to the start of field work. TSi will contact Missouri One-Call utility location service, but cannot be responsible for unmarked or mislocated utilities.
2. TSI will field-locate the borings. HR Green will provide TSi with ground surface elevations at the boring locations after the drilling is complete
3. The borings will be backfilled with auger cuttings and/or sand. Borings drilled in pavement areas will be patched with bagged premix concrete.
4. TSi will obtain appropriate permits from MoDOT and will use traffic control signs and devices to provide the proper traffic control for drilling one of the borings on the paved roadway.
5. TSi's drill crews are not union-affiliated, and the costs for a union operator and laborer are not included in the proposed fee. It is rare for union issues to arise during a program of geotechnical drilling.

LIMITATIONS

TSi will perform only those services outlined herein. HR Green and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended. If this proposal is acceptable to you, please sign in the space provided below and return the original to us.

Please feel free to call us if you have any questions of if you wish to discuss this proposal in greater detail. We appreciate the opportunity to present this proposal to Howard R. Green, Inc., and look forward to working with you on this project.

If this proposal meets with your approval, please complete the authorization below and return one copy to TSi's office with HR Greens subconsultant agreement.

Respectfully submitted,
**TSI GEOTECHNICAL, INC.**

Matthew D. Ehlen, EI
Project Manager

Denise B. Hervey, PE
Principal

Attachments: Detailed Cost Estimate

Accepted by:
**HOWARD R. GREEN, INC.**

| | |
|---|---|
| Printed Name | Date |
| Signature | Title |

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

# Geotechnical Study Cost Estimate 2016

| | | | | |
|---|---|---|---|---|
| Proposal No.: | SLM16040.00 | Date: | 4/27/2016 | p. 1 of 2 |
| Project Name: | Route 109 Pedestrian Tunnel | By: | MDE | |
| No. Borings: | 2 borings to 20 ft., 10 ft of rock core | | | |

| PLANNING/START UP | Principal | Grp. Mgr. | Engr. VI | Engr. II | Eng I/Tech | Clerical | Fee |
|---|---|---|---|---|---|---|---|
| | | | | 5 | | 1.5 | $0.00 |

FIELD INVESTIGATION

Engineering

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Meetings - Scope, Various | | 0.5 | | 1 | | | |
| Review Info and Utilities | | | | 1.5 | | | |
| Site Visit and Boring Location | | | | 0.5 | 3 | | |
| Drilling Supervision/Observation | | | | 0.5 | 10 | | |
| Mileage | 110 @ | 0.54 | | | | Subtotal | $59.40 |

Unit Drilling Prices

| | | | | |
|---|---|---|---|---|
| Drill Rig and Crew, Detailed Estimate on Sheet 2 | | | | $1,868.75 |
| City Permit (Verify Cost) | @ | $150.00 | each | $0.00 |
| MoDNR Piezo Permit | @ | $135.00 | each | $0.00 |
| Piezo/Well Protector | @ | $168.00 | each for stick up | $0.00 |
| Piezo/Well Protector | @ | $300.00 | each for flush mount | $0.00 |
| MoDOT Permit | 1 @ | $300.00 | each | $300.00 |
| Safety Cones and Signage | @ | $200.00 | per day | $0.00 |
| Traffic Con : Per MoDOT Std | 1 @ | $2,000.00 | day | $2,000.00 |
| | | | Subtotal Drill + Markup | 0% $4,168.75 |

LABORATORY TESTING

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Supervision | | | | | | 1 | | |
| Classification | 12 @ | $5.00 | | | | | | $60.00 |
| Moisture Content | 12 @ | $4.50 | | | | | | $54.00 |
| Penetrometer | @ | $4.00 | | | | | | $0.00 |
| Extrusion | 2 @ | $15.00 | | | | | | $30.00 |
| Unit Weight | 2 @ | $25.00 | | | | | | $50.00 |
| Unconfined Compression | 2 @ | $55.00 | | | | | | $110.00 |
| Atterberg Limits | 1 @ | $70.00 | | | | | | $70.00 |
| Sieve (no hydrometer) | @ | $70.00 | | | | | | $0.00 |
| Standard Proctor (A or B) | 1 @ | $180.00 | | | | | | $180.00 |
| % Passing #200 | 1 @ | $30.00 | | | | | | $30.00 |
| Rock - Unconfined Compr. | @ | $65.00 | | | | | | $0.00 |
| Core Photos | @ | $35.00 | | | | | | $0.00 |
| | | | | | | | Subtotal/Lab: | $584.00 |

ANALYSIS AND REPORT PREPARATION

Report Documents

| | | | | | | |
|---|---|---|---|---|---|---|
| Vicinity Map | | | | 0.25 | 1 | |
| Site and Boring Location Plan | | | | 0.25 | 1.75 | |
| Boring Logs | | | | 0.25 | 1 | |
| Subsurface Profiles (gINT) | | | | | | |
| Tables | | | | | | |

Analysis

| | | | | | | |
|---|---|---|---|---|---|---|
| Foundations | | 0.25 | | 1.5 | | |
| Settlement | | 0.25 | | 0.5 | | |
| Slope Stability | | 0.5 | | 6 | | |
| Lateral Earth Pressures | | | | 1 | | |
| Construction Considerations | | 0.25 | | 1.5 | | |
| Pavement Design Considerations | | | | | | |
| Other | | | | | | |

Report Preparation

| | | | | | | |
|---|---|---|---|---|---|---|
| Manhours | 0.5 | 1 | | 8 | | 2 |

GEOTECHNICAL STUDY TOTAL

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Manhour Total | 0.5 | 2.75 | 0 | 28.75 | 16.75 | 3.5 | |
| Hourly Fee | $65.00 | $66.50 | $58.00 | $29.00 | $25.00 | $15.00 | |
| Labor Fee | $32.50 | $182.88 | $0.00 | $833.75 | $418.75 | $52.50 | |
| | | | | | | Subtotal Engr. Cost | $1,520.38 |
| | | | | Labor _ Overhead @ | Non-FAR | 1.8445 | $2,804.33 |
| | | | | Profit @ | | 12% | $518.96 |
| | | | | | | PROJECT TOTAL: | $9,655.82 |

TSi ENGINEERING, INC.
Route 109 Pedestrian Tunnel
SLM16040.00

2016 PRICING
std

| TASK | QUANTITY | COST | | | EXTENSION |
|---|---|---|---|---|---|
| Mob/Demob, Local, within 60 miles one-way of TSi Office | | @ | $350.00 | Lump Sum | $0.00 |
| Mob/Demob, Local, within 60 miles one-way of TSi Office .....ATV Rig | 1 | @ | $500.00 | Lump Sum | $500.00 |
| Mob/Demob, Long Dist. each way, beyond 60 miles | | @ | $4.75 | / mile | $0.00 |
| Daily Rig Usage Charge.....ATV | | @ | $600.00 | / day | $0.00 |
| Daily Truck Usage Charge.....Support Truck | 1 | @ | $95.00 | / day | $95.00 |
| Little Beaver Auger Rig | | @ | $125.00 | / day | $0.00 |
| 2-person Drill Crew | | @ | $180.00 | / hour | $0.00 |
| Per Diem | | @ | $120.00 | / day | $0.00 |
| Concrete Coring | | @ | $14.75 | / inch | $0.00 |
| Asphalt Coring | 6 | @ | $9.00 | / inch | $54.00 |
| Coring Machine and Generator | | @ | $125.00 | / day | $0.00 |
| Continuous Flight Augering ..... 0 to 50' | | @ | $7.50 | / foot | $0.00 |
| Continuous Flight Augering .... ...51 to 100' | | @ | $8.50 | / foot | $0.00 |
| Hollow-Stem Augering (HSA).... 0 to 50' | 30 | @ | $11.00 | / foot | $330.00 |
| Hollow-Stem Augering (HSA).....51 to 100' | | @ | $13.00 | / foot | $0.00 |
| Hollow-Stem Augering (HSA).....below 100' | | @ | $16.50 | / foot | $0.00 |
| Hard Drilling, Fill, Rubble, etc | | @ | $16.50 | / foot | $0.00 |
| Setup to Mud Rotary or Core | 1 | @ | $120.00 | / each | $120.00 |
| Mud Rotary.....0 to 50' | | @ | $13.00 | / foot | $0.00 |
| Mud Rotary.....51 to 100' | | @ | $15.00 | / foot | $0.00 |
| Mud Rotary, Bedrock | | @ | $18.50 | / foot | $0.00 |
| Split Spoon Sample (SS).....0 to 50' | 10 | @ | $12.00 | each | $120.00 |
| Split Spoon Sample (SS).....51 to 75' | | @ | $21.00 | each | $0.00 |
| Split Spoon Sample (SS).....76 to 100' | | @ | $39.00 | each | $0.00 |
| Split Spoon Sample (SS).....below 100' | | @ | $43.00 | each | $0.00 |
| Shelby Tube Sample (ST).....0 to 50' | 2 | @ | $27.00 | each | $54.00 |
| Shelby Tube Sample (ST).....51' to 75' | | @ | $38.00 | each | $0.00 |
| Shelby Tube Sample (ST).....76' to 100' | | @ | $45.00 | each | $0.00 |
| Shelby Tube Sample (ST).....below 100' | | @ | $48.00 | each | $0.00 |
| Setup on Borings 10' or Less | | @ | $25.00 | each | $0.00 |
| Asphalt Repair, Remove Cuttings | 1 | @ | $45.00 | each | $45.00 |
| Rock Coring.....0 to 50' | 10 | @ | $35.00 | / foot | $350.00 |
| Rock Coring.....51 to 100' | | @ | $46.50 | / foot | $0.00 |
| Rock Coring.....below 100' | | @ | $48.00 | / foot | $0.00 |
| Core Boxes | 1 | @ | $12.50 | / foot | $12.50 |
| Standby, Haul Water, Access | 1 | @ | $180.00 | / hour | $180.00 |
| Grout Borings | | @ | $7.00 | / hour | $0.00 |
| Piezometer Installation | | @ | $180.00 | / hour | $0.00 |
| 2" PVC Screen | | @ | $5.25 | / foot | $0.00 |
| 2" PVC Riser | | @ | $7.75 | / foot | $0.00 |
| Flush Mount and Lock | | @ | $300.00 | each | $0.00 |
| Bumper Post - 5 Feet Long, Steel | | @ | $104.50 | each | $0.00 |
| Bentonite Chips | | @ | $17.75 | / bag | $0.00 |
| Filter Sand | | @ | $13.50 | / bag | $0.00 |
| Ready Mix | 1 | @ | $8.25 | / bag | $8.25 |
| Packer Test Equipment | | @ | $210.00 | / day | $0.00 |
| Local Travel | | @ | $1.35 | / mile | $0.00 |
| 2" Centrifugal Trash Pump | | @ | $40.00 | / day | $0.00 |
| Chainsaw Rental | | @ | $65.00 | / day | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | Total | $1,868.75 |

**ATTACHMENT B**

**(FEE ESTIMATE / BACK-UP)**

# PART D
# ESTIMATE OF COST

| ***PROJECT MANAGEMENT AND ADMINISTRATION*** | | **Rate** | **Hours** | | **Cost** |
|---|---|---|---|---|---|
| | Principal | $82.00 | 8 | | $656.00 |
| | Professional (PM) | $64.00 | 24 | | $1,536.00 |
| | Sr. Bridge Professional | $49.00 | 8 | | $392.00 |
| | Bridge Professional | $39.00 | 2 | | $78.00 |
| | Roadway Professional | $35.00 | 2 | | $70.00 |
| | Jr. Professional / Senior Technician | $30.00 | 0 | | $0.00 |
| | Administrative Assistant | $20.00 | 12 | | $240.00 |
| ***PRELIMINARY DESIGN*** | | | | | |
| | Principal | $82.00 | 0 | | $0.00 |
| | Professional (PM) | $64.00 | 15 | | $960.00 |
| | Sr. Bridge Professional | $49.00 | 13 | | $637.00 |
| | Bridge Professional | $39.00 | 38 | | $1,482.00 |
| | Roadway Professional | $35.00 | 54 | | $1,890.00 |
| | Jr. Professional / Senior Technician | $30.00 | 83 | | $2,490.00 |
| | Administrative Assistant | $20.00 | 0 | | $0.00 |
| ***RIGHT OF WAY DESIGN*** | | | | | |
| | Principal | $82.00 | 0 | | $0.00 |
| | Professional (PM) | $64.00 | 5 | | $320.00 |
| | Sr. Bridge Professional | $49.00 | 1 | | $49.00 |
| | Bridge Professional | $39.00 | 0 | | $0.00 |
| | Roadway Professional | $35.00 | 8 | | $280.00 |
| | Jr. Professional / Senior Technician | $30.00 | 23 | | $690.00 |
| | Administrative Assistant | $20.00 | 0 | | $0.00 |
| ***FINAL DESIGN*** | | | | | |
| | Principal | $82.00 | 0 | | $0.00 |
| | Professional (PM) | $64.00 | 39 | | $2,496.00 |
| | Sr. Bridge Professional | $49.00 | 32 | | $1,568.00 |
| | Bridge Professional | $39.00 | 86 | | $3,354.00 |
| | Roadway Professional | $35.00 | 78 | | $2,730.00 |
| | Jr. Professional / Senior Technician | $30.00 | 148 | | $4,440.00 |
| | Administrative Assistant | $20.00 | 0 | | $0.00 |
| ***BIDDING SERVICES*** | | | | | |
| | Principal | $82.00 | 0 | | $0.00 |
| | Professional (PM) | $64.00 | 14 | | $896.00 |
| | Sr. Bridge Professional | $49.00 | 20 | | $980.00 |
| | Bridge Professional | $39.00 | 24 | | $936.00 |
| | Roadway Professional | $35.00 | 8 | | $280.00 |
| | Jr. Professional / Senior Technician | $30.00 | 0 | | $0.00 |
| | Administrative Assistant | $20.00 | 0 | | $0.00 |
| | **HR Green LABOR SUBTOTAL** | | **745** | **hrs** | **$29,450.00** |
| *HR Green Payroll Overhead* | (Est. at 44.24% X Subtotal) | | | | $13,028.68 |
| *HR Green General and Admin Overhead* | (Est. at 123.26% X Subtotal) | | | | $36,300.07 |
| | Total Labor and Overhead | | | | $78,778.75 |
| *HR Green Fixed Fee* | (14% xTotal Labor& Overhead) | | | | $11,029.03 |
| | **HR Green TOTAL LABOR, OVERHEAD, & FIXED FEE** | | | | **$89,807.78** |
| ***Other Direct Costs*** | Mileage | | | | 89.10 |
| | Subcontractors: Tsi Engineering, Inc. (DBE) | DBE Percentage 9.7% | | | 9,656.00 |
| | Copies | | | | 400.00 |
| | **DIRECT COST AND SUBCONSULTANT SUBTOTAL** | | | | **10,145.10** |
| **TOTAL FOR HR GREEN, INC.** | | | | | **$99,952.88** |

# ATTACHMENT B

**PROJECT**: Route 109 Pedestrian Tunnel
**PROJ. NO.:** TAP-5602(623)
**CLIENT:** City of Wildwood
**CLIENT PM:** Rick Brown, PE, PTOE
**CONSULTANT PM:** Jason Dohrmann, PE

| Task | DESCRIPTION OF TASK | HR GREEN Direct Labor Task SubTotal | Direct Labor Plus Overhead (2.675) | Labor Plus Overhead Plus Profit (14%) | Total Expenses | Task Total | PRIN. *Maxwell* | PROF. (PM) *Dohrmann* | PROF. *Brehm / PLS* | BRIDGE PROF. *Hersinger* | RDWY PROF *Burkart* | JR. PROF / SR. TECH *Schumann / Stanger* | ADMIN. ASST. *Luzecky* | Mileage Auto Unit | Mileage Auto Total | Printing, Mounting, other direct Total | Subs Direct Total | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | **HR GREEN, INC.** | | | | | | | | | | | |
| | TOTAL HOURS | | | | | | 8 | 97 | 74 | 150 | 150 | 254 | 12 | | | | | |
| | COST PER HOUR / UNIT (Direct Labor Rate) | | | | | | 82 | 64 | 49 | 39 | 35 | 30 | 20 | 0.54 | | | | |
| | TOTAL DIRECT LABOR COST | | | | | | 656 | 6208 | 3626 | 5850 | 5250 | 7620 | 240 | 165 | 89.10 | 400.00 | | |
| | DISTRIBUTION OF HOURS (percentage of hours) | | | | | | 2.2% | 13.2% | 10.0% | 20.4% | 20.4% | 34.5% | 1.6% | | | | | |
| | | | | | | | | | | | | | | **EXPENSES** | | | | |
| **TASK 1** | **PROJECT MANAGEMENT AND ADMINISTRATION** | | | | | | | | | | | | | | - | | | |
| **1.1** | **External client meetings (assume 3)** | **678.00** | **1,813.65** | **2,067.56** | **24.30** | **2,091.86** | | 6 | 6 | | | | | 45 | 24.30 | | | |
| **1.2** | **Internal Coordination meetings (assume 2)** | **374.00** | **1,000.45** | **1,140.51** | **-** | **1,140.51** | | 2 | 2 | 2 | 2 | | | | - | | | |
| **1.3** | **Invoices and progress reports (assume 12 months)** | **624.00** | **1,669.20** | **1,902.89** | **-** | **1,902.89** | | 6 | | | | | 12 | | - | | | |
| **1.4** | **Subconsultant Management and Geotechnical Investigations** | **128.00** | **342.40** | **390.34** | **9,656.00** | **10,046.34** | | 2 | | | | | | | - | | 9,656.00 | Tsi Engineering |
| **1.5** | **Quality Control** | **1,168.00** | **3,124.40** | **3,561.82** | **-** | **3,561.82** | 8 | 8 | | | | | | | - | | | |
| | | - | - | - | - | - | | | | | | | | | - | | | |
| **TASK 2** | **PRELIMINARY DESIGN** | - | - | - | - | - | | | | | | | | | - | | | |
| **2.1** | **Field Checks and report** | **237.00** | **633.98** | **722.73** | **8.10** | **730.83** | | | 3 | | | 3 | | 15 | 8.10 | | | |
| **2.2** | **Prepare cover sheet (1 sheet)** | **65.00** | **173.88** | **198.22** | **-** | **198.22** | | | | | 1 | 1 | | | - | | | |
| **2.3** | **Prepare typical sections (1 sheet)** | **95.00** | **254.13** | **289.70** | **-** | **289.70** | | | | | 1 | 2 | | | - | | | |
| **2.4** | **Prepare control pt, benchmarks, and geom. sheet (1 sheet)** | **95.00** | **254.13** | **289.70** | **-** | **289.70** | | | | | 1 | 2 | | | - | | | |
| **2.5** | **Prepare plan/profile sheets (1 sheet)** | **683.00** | **1,827.03** | **2,082.81** | **-** | **2,082.81** | | 1 | 1 | | 6 | 12 | | | - | | | |
| **2.6** | **Prepare TS&L for culvert and walls (1 for TS&L - 1 sheet for wall layout)** | **2,516.00** | **6,730.30** | **7,672.54** | **-** | **7,672.54** | | | 8 | 36 | | 24 | | | - | | | |
| **2.7** | **Prepare cross sections for mainline and sideroads (10 sheets)** | **888.00** | **2,375.40** | **2,707.96** | **-** | **2,707.96** | | 2 | | | 8 | 16 | | | - | | | |
| **2.8** | **Prepare Section 106 permit** | **204.00** | **545.70** | **622.10** | **-** | **622.10** | | 1 | | | 4 | | | | - | | | |
| **2.9** | **Utility Coordination (incl. 1 meeting)** | **252.00** | **674.10** | **768.47** | **8.10** | **776.57** | | 3 | | | | 2 | | 15 | 8.10 | | | |
| **2.10** | **Engineer's Estimate of Probable Cost** | **311.00** | **831.93** | **948.39** | **-** | **948.39** | | 1 | 1 | 2 | | 4 | | | - | | | |
| **2.11** | **Drainage Design** | - | - | - | - | - | | | | | | | | | - | | | |
| *a* | *Assess existing and proposed watersheds* | **140.00** | **374.50** | **426.93** | **-** | **426.93** | | | | | 4 | | | | - | | | |
| *b* | *Assess existing storm sewer network* | **70.00** | **187.25** | **213.47** | **-** | **213.47** | | | | | 2 | | | | - | | | |
| *c* | *Develop necessary type, size and location of new facilities* | **400.00** | **1,070.00** | **1,219.80** | **-** | **1,219.80** | | | | | 8 | 4 | | | - | | | |
| *d* | *Create preliminary pipe profiles* | **310.00** | **829.25** | **945.35** | **-** | **945.35** | | | | | 2 | 8 | | | - | | | |
| *e* | *Meet with MSD regarding water quality for overall project and not on tunnel project* | **396.00** | **1,059.30** | **1,207.60** | **8.10** | **1,215.70** | | 4 | | | 4 | | | 15 | 8.10 | | | |
| *f* | *Make submittal to MSD and gain approvals* | **668.00** | **1,786.90** | **2,037.07** | **-** | **2,037.07** | | 2 | | | 12 | 4 | | | - | | | |
| **2.12** | **Prepare and submit Preliminary Plans** | **129.00** | **345.08** | **393.39** | **-** | **393.39** | | 1 | | | 1 | 1 | | | - | | | |
| | | - | - | - | - | - | | | | | | | | | - | | | |
| **TASK 3** | **RIGHT OF WAY DESIGN** | - | - | - | - | - | | | | | | | | | - | | | |
| **3.1** | **Separate Prel. Plans into ROW and Construction Plans** | **60.00** | **160.50** | **182.97** | **-** | **182.97** | | | | | | 2 | | | - | | | |
| **3.2** | **Right of Way Plan Preparation** | - | - | - | - | - | | | | | | | | | - | | | |
| *i* | *Cover Sheet* | **30.00** | **80.25** | **91.49** | **-** | **91.49** | | | | | | 1 | | | - | | | |
| *ii* | *Typical Section Sheet* | **30.00** | **80.25** | **91.49** | **-** | **91.49** | | | | | | 1 | | | - | | | |
| *iii* | *Plan / Profile Sheet* | **409.00** | **1,094.08** | **1,247.25** | **-** | **1,247.25** | | 1 | | | 3 | 8 | | | - | | | |
| **3.3** | **Engineer's Estimate of Probable Cost** | **173.00** | **462.78** | **527.56** | **-** | **527.56** | | 1 | 1 | | | 2 | | | - | | | |
| **3.4** | **Prepare and submit Right of Way Plans** | **129.00** | **345.08** | **393.39** | **-** | **393.39** | | 1 | | | 1 | 1 | | | - | | | |
| **3.5** | **Prepare exhibits and descriptions (limited to 2 each)** | **508.00** | **1,358.90** | **1,549.15** | **400.00** | **1,949.15** | | 2 | | | 4 | 8 | | | - | 400.00 | | Obtain 2 title commitments |
| | | - | - | - | - | - | | | | | | | | | - | | | |

# ATTACHMENT B

**PROJECT**: Route 109 Pedestrian Tunnel
**PROJ. NO.:** TAP-5602(623)
**CLIENT:** City of Wildwood
**CLIENT PM:** Rick Brown, PE, PTOE
**CONSULTANT PM:** Jason Dohrmann, PE

| Task | DESCRIPTION OF TASK | HR GREEN Direct Labor Task | Direct Labor Plus Overhead | Labor Plus Overhead Plus Profit | Total Expenses | Task Total | PRIN. | PROF. (PM) | PROF. | BRIDGE PROF. | RDWY PROF | JR. PROF / SR. TECH | ADMIN. ASST. | Mileage Auto | Printing, Mounting, other direct | Subs Direct | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | HR GREEN, INC. | | | | | | | EXPENSES | | | |
| | TOTAL HOURS | | | | | | 8 | 97 | 74 | 150 | 150 | 254 | 12 | | | | |
| | COST PER HOUR / UNIT (Direct Labor Rate) | | | | | | 82 | 64 | 49 | 39 | 35 | 30 | 20 | 0.54 | | | |
| | TOTAL DIRECT LABOR COST | | | | | | 656 | 6208 | 3626 | 5850 | 5250 | 7620 | 240 | 165 | 89.10 | 400.00 | |
| | DISTRIBUTION OF HOURS (percentage of hours) | | | | | | 2.2% | 13.2% | 10.0% | 20.4% | 20.4% | 34.5% | 1.6% | | | | |
| TASK 4 | FINAL DESIGN | - | - | - | - | - | | | | | | | | | - | | | |
| 4.1 | Modify cover sheet (1 sheet) | 30.00 | 80.25 | 91.49 | - | 91.49 | | | | | | 1 | | | - | | | |
| 4.2 | Tabulate quantities and prepare 2A and 2B sheets (2 sheets) | 862.00 | 2,305.85 | 2,628.67 | - | 2,628.67 | | 2 | 2 | 4 | | 16 | | | - | | | |
| 4.3 | Modify typical sections (1 sheet) | 60.00 | 160.50 | 182.97 | - | 182.97 | | | | | | 2 | | | - | | | |
| 4.4 | Modify control pt, benchmarks, and geom. sheet (1 sheet) | 30.00 | 80.25 | 91.49 | - | 91.49 | | | | | | 1 | | | - | | | |
| 4.5 | Modify plan/profile sheet (1 sheet) | 906.00 | 2,423.55 | 2,762.85 | - | 2,762.85 | | 2 | | 2 | 8 | 14 | | | - | | | |
| 4.6 | Create pipe profile sheet (1 sheet) | 444.00 | 1,187.70 | 1,353.98 | - | 1,353.98 | | 1 | | | 4 | 8 | | | - | | | |
| 4.7 | Create force main relocation sheet (1 sheet) | 584.00 | 1,562.20 | 1,780.91 | - | 1,780.91 | | 1 | | | 8 | 8 | | | | | | |
| 4.8 | Prepare combined striping, signage and erosion control plans (2 sheets) | 648.00 | 1,733.40 | 1,976.08 | - | 1,976.08 | | 2 | | | 8 | 8 | | | - | | | |
| 4.9 | Prepare Traffic Control and Staging Sheets (2 sheets) | 1,157.00 | 3,094.98 | 3,528.27 | - | 3,528.27 | | 3 | 1 | 4 | 8 | 16 | | | - | | | |
| 4.10 | Modify and Prepare Structural Sheets | - | - | - | - | - | | | | | | | | | - | | | |
| a | *General Plan and Elevation (1 sheet)* | 530.00 | 1,417.75 | 1,616.24 | - | 1,616.24 | | | 2 | 8 | | 4 | | | - | | | |
| b | *Summary of Quanitites and General Notes (1 sheet)* | 940.00 | 2,514.50 | 2,866.53 | - | 2,866.53 | | | 4 | 16 | | 4 | | | - | | | |
| c | *MSE Wall Details (3 sheets)* | 1,808.00 | 4,836.40 | 5,513.50 | - | 5,513.50 | | | 8 | 24 | | 16 | | | - | | | |
| d | *Lighting Details (4 sheets)* | 2,136.00 | 5,713.80 | 6,513.73 | - | 6,513.73 | | 12 | 4 | 8 | 4 | 24 | | | - | | | |
| e | *Boring Logs (1 sheet)* | 276.00 | 738.30 | 841.66 | - | 841.66 | | | | 4 | | 4 | | | - | | | |
| 4.11 | Modify cross sections / compute earthwork quantities (10 sheets) | 500.00 | 1,337.50 | 1,524.75 | - | 1,524.75 | | | | | 4 | 12 | | | - | | | |
| 4.12 | Engineer's Estimate of Probable Cost | 173.00 | 462.78 | 527.56 | - | 527.56 | | 1 | 1 | | | 2 | | | - | | | |
| 4.13 | Utility Coordination (incl. 1 meeting) | 252.00 | 674.10 | 768.47 | 8.10 | 776.57 | | 3 | | | | 2 | | 15 | 8.10 | | | |
| 4.14 | Prepare Job Special Provisions | 1,044.00 | 2,792.70 | 3,183.68 | - | 3,183.68 | | 4 | 4 | 8 | 8 | | | | - | | | |
| 4.15 | Prepare Project Manual (Federal boiler plate and assorted documents) | 872.00 | 2,332.60 | 2,659.16 | - | 2,659.16 | | 4 | 4 | | 12 | | | | | | | |
| 4.16 | Prepare and submit Draft PS&E Submittal | 129.00 | 345.08 | 393.39 | - | 393.39 | | 1 | | | 1 | 1 | | | - | | | |
| 4.17 | Make final revisions to PS&E Submittal | 1,078.00 | 2,883.65 | 3,287.36 | - | 3,287.36 | | 2 | 2 | 8 | 12 | 4 | | | - | | | |
| 4.18 | Revise and resubmit Final PS&E Submittal | 129.00 | 345.08 | 393.39 | - | 393.39 | | 1 | | | 1 | 1 | | | - | | | |
| | | - | - | - | - | - | | | | | | | | | - | | | |
| TASK 5 | BIDDING SERVICES | - | - | - | - | - | | | | | | | | | - | | | |
| 5.1 | Issue written clarifications to RFI; prepare addenda | 452.00 | 1,209.10 | 1,378.37 | - | 1,378.37 | | 4 | 4 | | | | | | - | | | |
| 5.2 | Attend preconstruction meeting | 226.00 | 604.55 | 689.19 | 8.10 | 697.29 | | 2 | 2 | | | | | 15 | 8.10 | | | |
| 5.3 | Make periodic site visits / answer questions during construction (3 visits) | 678.00 | 1,813.65 | 2,067.56 | 24.30 | 2,091.86 | | 6 | 6 | | | | | 45 | 24.30 | | | |
| 5.4 | Shop drawing review | 1,736.00 | 4,643.80 | 5,293.93 | - | 5,293.93 | | 2 | 8 | 24 | 8 | | | | - | | | |
| | | - | - | - | - | - | | | | | | | | | - | | | |
| | **TOTALS** | 29,450.00 | 78,778.75 | 89,807.78 | 10,145.10 | $99,952.88 | | | | | | | | | $89.10 | $400.00 | $9,656.00 | |

## ATTACHMENT C

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

---

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

---

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

## DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance

in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

## ATTACHMENT F – FIG. 136.4.15

## CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/CONSULTANTS

Local Federal-aid Transportation Projects

**Firm Name (Consultant):** HR Green, Inc.

**Project Owner (LPA):** City of Wildwood, Missouri

**Project Name:** Route 109 Pedestrian Tunnel

**Project Number:** TAP-5602(623)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

| LPA | Consultant |
|---|---|
| Printed Name: City of Wildwood, MO | Printed Name: Jason S. Dohrmann, PE |
| Signature:_____ | Signature:_____ |
| Date: _____ | Date: May 2, 2016 |

**BILL NO. 2191** **ORDINANCE NO. 2191**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ADDING AN ALL-WAY STOP REGULATION AT THE INTERSECTION OF DARTMOUTH CROSSING DRIVE WITH DARTMOUTH CROSSING COURT AND DARTMOUTH BEND DRIVE.**

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

**Section One.** The Traffic Schedule VI. Intersection Stops, adopted by Ordinance 447 of the City Code, is hereby amended by adding the following:

**SCHEDULE VI. INTERSECTION STOPS**

In accordance with Section 315.030 of this Title, and when signs are erected giving notice thereof, traffic at the intersections listed in this Schedule shall be required to stop as specified in this Schedule.

| **Intersection** | **Traffic on Highway, Road, Street or Alley Listed Below Shall Stop** |
|---|---|
| Dartmouth Crossing Drive with Dartmouth Crossing Ct. and Dartmouth Bend Dr. | Dartmouth Crossing Drive, Dartmouth Crossing Ct., and Dartmouth Bend Dr. |

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**BILL # 2192** **ORDINANCE # 2192**

**AN ORDINANCE AUTHORIZING THE ADJUSTMENT OF A CERTAIN COMMON BOUNDARY LINE BETWEEN TWO (2) TRACTS OF LAND, TOTALING 3.772 ACRES OF AREA, BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES" [PLAT BOOK 310, PAGE 11] AND ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT" [PLAT BOOK 307, PAGE 80], AND LOCATED IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPLE MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE SPECIFICALLY SITUATED ON THE WEST SIDE OF PALISADES DRIVE, SOUTH OF RIDGE ROAD, FOR THE PURPOSES OF CONSOLIDATING SAID PARCELS OF GROUND INTO A SINGLE LEGAL LOT OF RECORD. (Ward Six)**

**WHEREAS**, the owners of the subject properties are seeking this consolidation of the described tracts of land via the provisions of Section 420.360 (Boundary Adjustment Procedure) of the *Subdivision and Development Regulations* of the City of Wildwood, St. Louis County, Missouri; and

**WHEREAS**, the tracts of land considered for this adjustment have been deemed legal lots of record, as defined by the City's *Subdivision and Development Regulations* (Chapter 420); and

**WHEREAS**, the consolidation of said tracts of land conforms to the requirements of the underlying zoning district designation of the property (NU Non-Urban Residence District) and complies with all the provisions of Chapter 420.360 of the *Subdivision and Development Regulations* (Boundary Adjustment - Exceptions) of the City of Wildwood, including lot widths, dimensions, and related specifications; and

**WHEREAS**, this consolidation eliminates an existing, yet non-conforming parcel of ground, known as Original Adjusted Lot D, being substandard in size [i.e. 0.767 ac], by its consolidation into the larger, 3-acre Original Lot 5C, thus providing a more suitable building location for future improvements, such being more centrally located within the overall acreage of the newly-created larger lot; and

**WHEREAS,** in conjunction with the consolidation of these lots, an existing general easement, bisecting the newly-created larger lot, has been vacated by the holders-of-right [i.e. utility companies] and, therefore, by the City Council's approval of this plat, it also authorizes the vacation of the same, per the attached easement vacation deed; and

**WHEREAS**, the City of Wildwood, on September 1, 1995, adopted specific ordinances, codes, and regulations enabling it to administer its zoning and subdivision authorities to benefit the health, safety, and general welfare of its residents.

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

**Section One.** The City Council of the City of Wildwood, Missouri hereby approves and authorizes the adjustment of a certain common boundary line between two (2) tracts of land, totaling 3.772 acres of area, being all of Lot 5C of "Resubdivision of Adjusted Lot 5 of West

Palisades" [Plat Book 310, Page 11] and all of Adjusted Lot D of "West Palisades Lot 5 and West Palisades On The Meramec Boundary Adjustment" [Plat Book 307, Page 80], and located in Section 20, Township 44 North, Range 3 East, of the Fifth Principle Meridian, City Of Wildwood, St. Louis County, Missouri, and being more specifically situated on the west side of Palisades Drive, south of Ridge Road, for the purposes of consolidating said parcels of ground into a single legal lot of record. The consolidated lots are indicated graphically and by legal description upon the Boundary Adjustment Plat accompanying the property owners' request, and now hereto attached and made a part hereof.

**Section Two**. Along with the action on the submitted Boundary Adjustment Plat, the City Council also hereby authorizes the City of Wildwood, Missouri's release of rights to a general easement granted on said property and accepts its vacation, as represented in the accompanying easement vacation deed, which is attached hereto and made a part hereof.

**Section Three.** The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The petitioner is required and directed to record the Boundary Adjustment Plat and easement vacation deed in the Office of the Recorder of Deeds of St. Louis County, Missouri within sixty (60) days of its approval by the City Council, or its action shall be voided.

**Section Four**. This ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and recorded copies of all recorded instruments are returned to the City by the petitioner.

**THIS BILL WAS PASSED AND APPROVED THIS ___DAY OF _____2016 BY THE COUNCIL OF THE CITY OF WILDWOOD AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.**

| | |
|---|---|
| **Presiding Officer** | **The Honorable James R. Bowlin, Mayor** |

**ATTEST:**

| | |
|---|---|
| **Deputy City Clerk** | **Deputy City Clerk** |

3" AREA ABOVE – LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

**DOCUMENT TYPE:** UTILITY EASEMENT VACATION

**DATE OF DOCUMENT:** _____

**GRANTOR:** WILLIAM M. AND MARY B. PIERSON, HUSBAND AND WIFE

**GRANTEE:** CITY OF WILDWOOD, MISSOURI

**PROPERTY ADDRESS:** 1559 PALISADES ROAD

**COUNTY LOCATOR #:** 26U320386

**CITY/MUNICIPALITY:** CITY OF WILDWOOD, MISSOURI

**LEGAL DESCRIPTION:** A TRACT OF LAND BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 310, PAGE 11 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND A TRACT OF LAND BEING ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, WITHIN IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI

## VACATION AND RELEASE OF UTILITY EASEMENT

This Instrument made this _____ day of _____, 2015.

WHEREAS, pursuant to the plat of West Palisades, as per plat recorded in Plat Book 234 Page 19 of the St. Louis County Recorder's Office, a general utility easement was granted.

WHEREAS, it is the purpose and intent of the City of Wildwood, Missouri, to release any and all utility rights within the area described in the above-referenced plat.

NOW THEREFORE, City of Wildwood, Missouri, does hereby remise and release the hereinabove described premises from all easement rights and interest acquired within the aforementioned utility easement as shown on Exhibit "A" which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City of Wildwood, Missouri, has caused its duly authorized representative to execute this Vacation and Release of Utility Easement as of the day and year first above written.

City of Wildwood, Missouri

By: _____

Print Name: _____

Title: _____

State of Missouri )
) S.S.
County of _____)

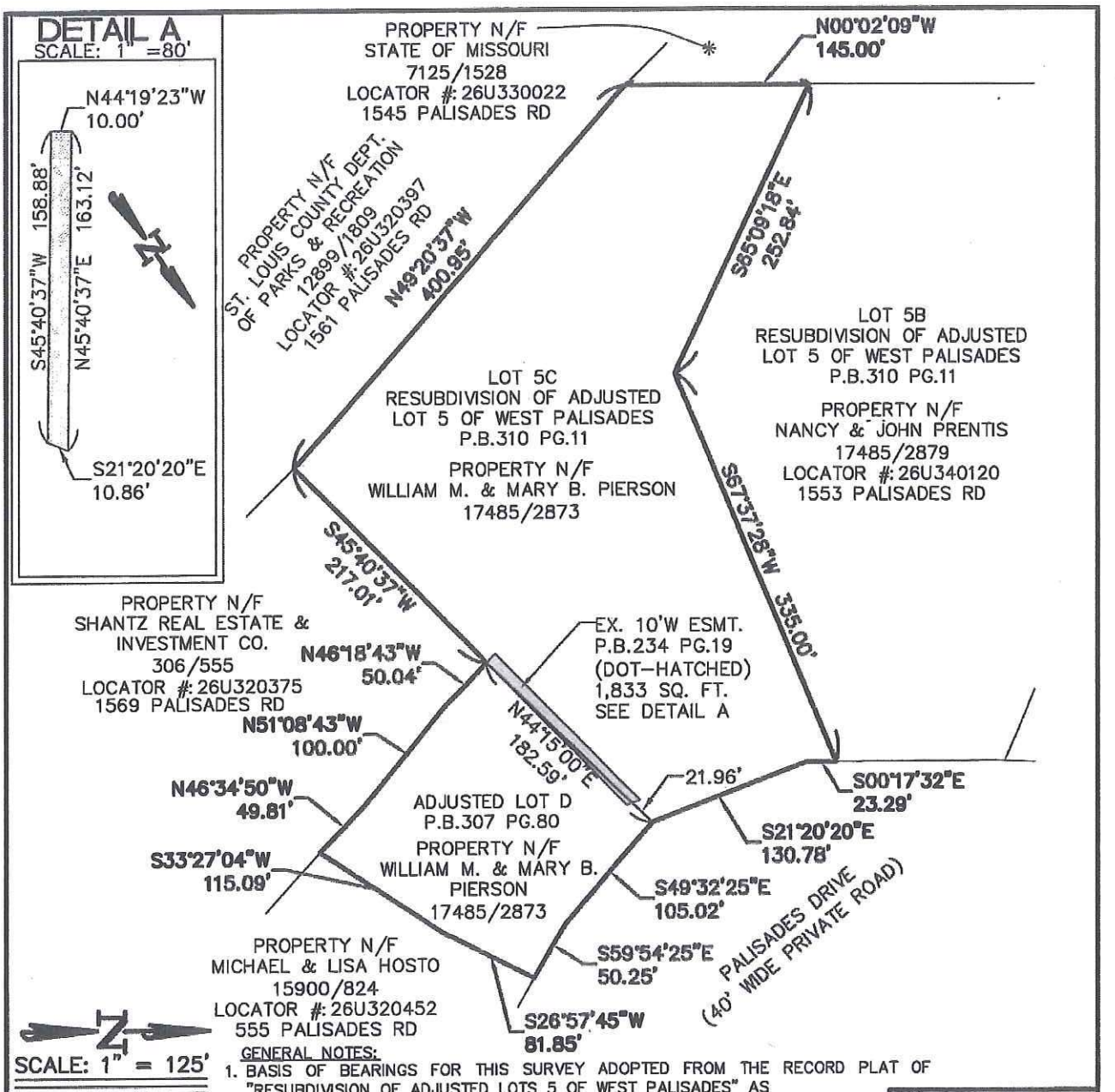
On this _____ day of _____, 2015, before me appeared _____ to me personally known, and who being by me duly sworn, die say that he/she is the City Administrator of the City of Wildwood, Missouri, an incorporated Municipality in the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Municipality and that said instrument was signed and sealed in behalf of said Municipality by authority of its Governing Body, and said City Administrator acknowledged said instrument to be the free act and deed of said Municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Notary Public _____

Print Name _____

My term expires _____



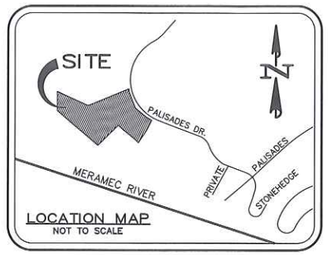

GENERAL NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY ADOPTED FROM THE RECORD PLAT OF "RESUBDIVISION OF ADJUSTED LOTS 5 OF WEST PALISADES" AS RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY RECORDS
4. THIS EXHIBIT DOES NOT CONSTITUTE AN ACTUAL BOUNDARY SURVEY.

| EXHIBIT A | | EASEMENT VACATION | INITIALS: | |
|---|---|---|---|---|
| DATE | 03/01/2016 | | PROJECT | 00-10902 |
| DRAWN | MLR | | FILE | 10902VAC.DWG |

# TRACTS OF LAND BEING ALL OF LOTS 5C AND D OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES" (P.B.310 PG.11) IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

STATE OF MISSOURI
MARK E. COLLINS
3-03-16
NUMBER
PLS-2006000173
PROFESSIONAL LAND SURVEYOR




LOCATION MAP
NOT TO SCALE

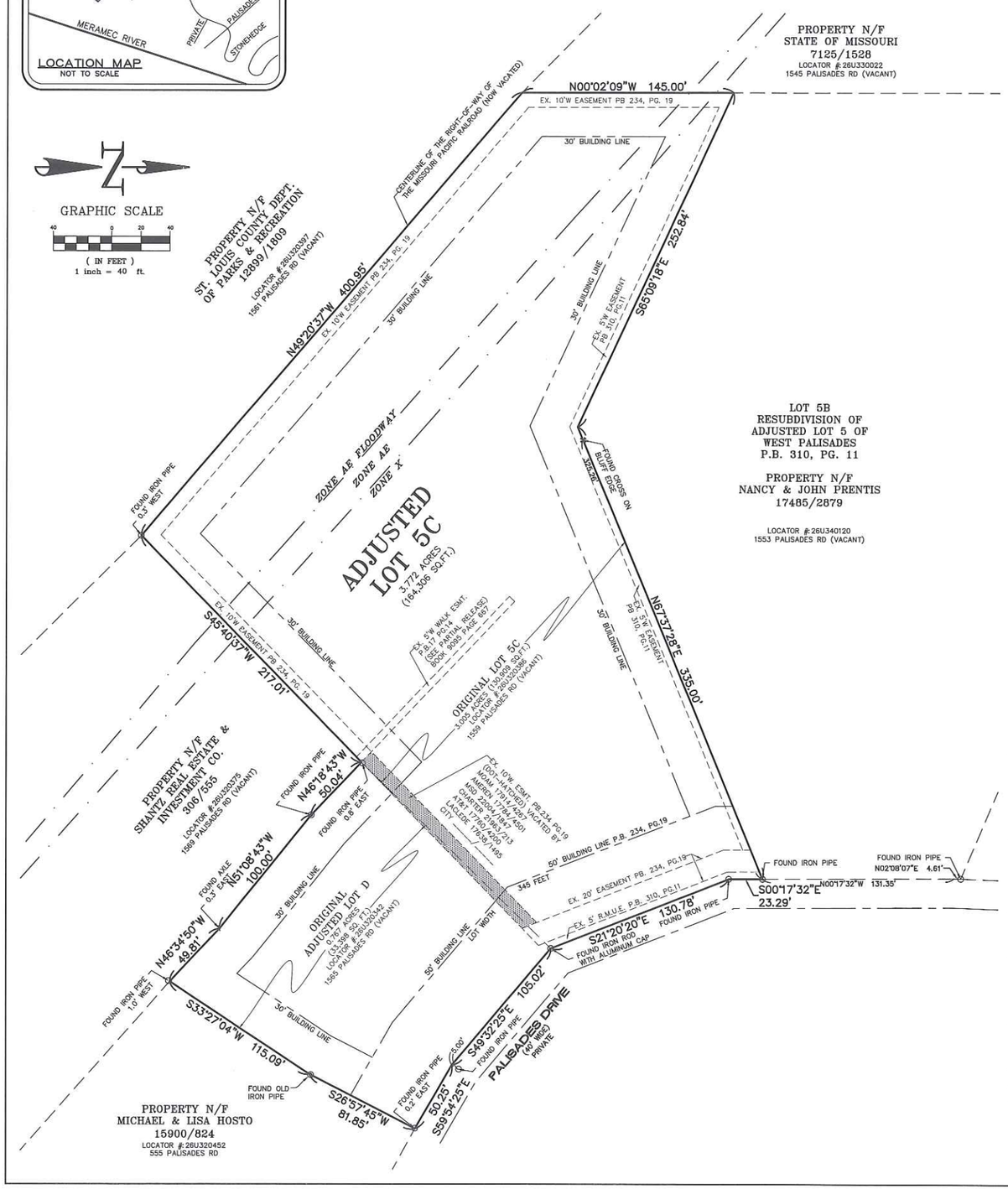
## SERVICE PROVIDER LIST

SCHOOL DISTRICT – ROCKWOOD
FIRE PROTECTION DISTRICT – METRO WEST
SEWER – PRIVATE
WATER – PRIVATE
GAS – LACLEDE GAS COMPANY
PHONE – AT&T
ELECTRIC – AMEREN U.E.
CABLE – CHARTER COMMUNICATIONS
WATERSHED – MERAMEC RIVER
ZIP CODE – 63021 MANCHESTER
POLICE – ST. LOUIS COUNTY – WILDWOOD PRECINCT #6
CITY COUNCIL – WARD 6

# CONSOLIDATION OF LOTS 5C AND D OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES"

## BOUNDARY ADJUSTMENT FOR

TRACTS OF LAND BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES", PLAT BOOK 310, PAGE 11, AND ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT", PLAT BOOK 307, PAGE 80, ALSO WITHIN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST, OF THE FIFTH PRINCIPLE MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI
ZONING: "NU" NON-URBAN RESIDENCE DISTRICT




## GENERAL NOTES

1. BASIS OF BEARINGS FOR THIS SURVEY ADOPTED FROM THE RECORD PLAT OF "RESUBDIVISION OF ADJUSTED LOTS 5 OF WEST PALISADES" AS RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY RECORDS.
2. SOURCE OF RECORD INFORMATION: WILLIAM M. AND MARY B. PIERSON BY DEED RECORDED IN BOOK 17485 PAGE 2873 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
3. THIS PLAT CONTAINS 3.772 ACRES.
4. ALL TIES SHOWN ARE PERPENDICULAR TO THE PROPERTY LINES TO WHICH THEY ARE TIED UNLESS OTHERWISE NOTED.
5. " ◎ " DENOTES THAT AN IRON PIPE WAS SET, UNLESS OTHERWISE NOTED.
6. THE ADDRESSES SHOWN HEREIN, (XXX), WERE PROVIDED TO BAX ENGINEERING BY THE ST. LOUIS COUNTY ASSESSOR INFORMATION: BAX ENGINEERING MAKES NO CERTIFICATION AS TO THE CORRECTNESS OR PERMANENCE OF SAID ADDRESSES.
7. THIS PROPERTY IS CURRENTLY ZONED "NU" NON-URBAN RESIDENCE DISTRICT BY THE CITY OF WILDWOOD, MISSOURI. THE SETBACK RESTRICTIONS FOR "N-U" ZONING ARE AS FOLLOWS:
   FRONT YARD: 50 FEET
   SIDE YARD: 30 FEET
   REAR YARD: 30 FEET
8. A CURRENT TITLE COMMITMENT WAS NOT FURNISHED FOR THIS SURVEY. THEREFORE THIS PLAT AND THE SURVEY ON WHICH IT IS BASED IS SUBJECT TO THE FOLLOWING CONDITIONS AND EXCEPTIONS.
   A. EASEMENTS OF RECORD, IF ANY.
   B. EASEMENTS, OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
   C. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
   D. DEFECTS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY.
9. ALL STREET CENTERLINES, RIGHT-OF-WAY LINES AND LOT LINES IN CURVES ARE RADIAL UNLESS OTHERWISE NOTED.
10. ALL LOT CORNERS (INDICATED AS " ") WILL BE SET, WITH THE EXCEPTION THAT THE FRONT LOT CORNERS MAY BE MONUMENTED BY◎NOTCHES OR CROSSES CUT IN CONCRETE PAVING ON THE PROLONGATION OF THE LOT LINE, WITHIN TWELVE (12) MONTHS AFTER THE RECORDING OF THIS SUBDIVISION PLAT, IN ACCORDANCE WITH 10 CSR 30-2.090 OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND 4 CSR 30-16.090 OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT. IN ADDITION, OTHER SURVEY MONUMENTS INDICATED ON THIS SUBDIVISION PLAT, REQUIRED BY THE SUBDIVISION ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI 1005.250 WILL BE SET.
11. WE HAVE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. LOUIS COUNTY, MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE FOLLOWING FLOOD INSURANCE RATE MAP (FIRM), ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29189C0290K, COMMUNITY PANEL NUMBER (CITY OF WILDWOOD, 290922 0290 K WITH AN EFFECTIVE DATE OF FEBRUARY 4, 2015). BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND, THIS TRACT OF LAND IS INDICATED TO BE WITHIN THE FOLLOWING ZONES:

    ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN

    ZONE AE – SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

    ZONE AE FLOODWAY
12. BENCHMARK – LARGE NAIL NEAR SOUTHWEST CORNER OF ORIGINAL LOT 5C, EAST OF GRAVEL DRIVE. ELEVATIONS ADJUSTED PER USGS QUAD MAP = 628.00'.

## LAND DESCRIPTION (ORIGINAL LOT 5C)

A TRACT OF LAND BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 310, PAGE 11 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, WITHIN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI, CONTAINING 3.005 ACRES.

## LAND DESCRIPTION (ORIGINAL ADJUSTED LOT D)

A TRACT OF LAND BEING ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, WITHIN IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI, CONTAINING 0.767 ACRES.

## LAND DESCRIPTION (ADJUSTED LOT 5C)

A TRACT OF LAND BEING ALL OF LOT 5C OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 310, PAGE 11 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND A TRACT OF LAND BEING ALL OF ADJUSTED LOT D OF "WEST PALISADES LOT 5 AND WEST PALISADES ON THE MERAMEC BOUNDARY ADJUSTMENT", A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, WITHIN IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 5B OF SAID "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES", AS CONVEYED TO NANCY & JOHN PRENTIS ACCORDING TO THE DEED RECORDED IN BOOK 17485 PAGE 2879 OF THE SAID RECORDS, WITH THE WEST LINE OF PALISADES DRIVE, A PRIVATE ROAD BEING 40 FEET WIDE; THENCE ALONG THE WEST LINE OF PALISADES DRIVE, THE FOLLOWING COURSES AND DISTANCES, SOUTH 00 DEGREES 17 MINUTES 32 SECONDS EAST 23.29 FEET; SOUTH 21 DEGREES 20 MINUTES 20 SECONDS EAST 130.78 FEET; SOUTH 49 DEGREES 32 MINUTES 25 SECONDS EAST 105.02 FEET; AND SOUTH 59 DEGREES 54 MINUTES 25 SECONDS EAST 50.25 FEET TO A POINT ON THE NORTHWEST LINE OF PROPERTY CONVEYED TO MICHAEL AND LISA HOSTO ACCORDING TO THE DEED RECORDED IN BOOK 15900 PAGE 824 OF THE SAID RECORDS; THENCE ALONG THE NORTHWEST LINE OF THE SAID HOSTO PROPERTY, THE FOLLOWING COURSES AND DISTANCES, SOUTH 26 DEGREES 57 MINUTES 45 SECONDS WEST 81.85 FEET; AND SOUTH 33 DEGREES 27 MINUTES 04 SECONDS WEST 115.09 FEET TO A POINT ON THE NORTHEAST LINE OF PROPERTY CONVEYED TO SHANTZ REAL ESTATE AND INVESTMENT COMPANY ACCORDING TO THE DEED RECORDED IN BOOK 306 PAGE 555 OF THE SAID RECORDS; THENCE ALONG THE SAID NORTHEAST LINE OF THE SHANTZ REAL ESTATE AND INVESTMENT COMPANY PROPERTY, THE FOLLOWING COURSES AND DISTANCES, NORTH 46 DEGREES 34 MINUTES 50 SECONDS WEST 49.81 FEET; NORTH 51 DEGREES 08 MINUTES 43 SECONDS WEST 100.00 FEET; AND NORTH 46 DEGREES 18 MINUTES 43 SECONDS WEST 50.04 FEET TO A POINT ON THE NORTHWEST LINE OF THE SAID SHANTZ REAL ESTATE AND INVESTMENT COMPANY PROPERTY; THENCE ALONG THE SAID NORTHWEST LINE OF THE SHANTZ REAL ESTATE AND INVESTMENT COMPANY PROPERTY, SOUTH 45 DEGREES 40 MINUTES 37 SECONDS WEST 217.01 FEET TO A POINT ON THE NORTHEAST LINE OF PROPERTY CONVEYED TO ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION ACCORDING TO THE DEED RECORDED IN BOOK 12899 PAGE 1809 OF THE SAID RECORDS; THENCE ALONG THE SAID NORTHEAST LINE OF THE SAID ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION PROPERTY, NORTH 49 DEGREES 20 MINUTES 37 SECONDS WEST 400.95 FEET TO A POINT ON THE EAST LINE OF PROPERTY CONVEYED TO THE STATE OF MISSOURI ACCORDING TO THE DEED RECORDED IN BOOK 7125 PAGE 1528 OF THE SAID RECORDS; THENCE ALONG THE SAID EAST LINE OF THE STATE OF MISSOURI PROPERTY, NORTH 00 DEGREES 02 MINUTES 09 SECONDS WEST 145.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF SAID LOT 5B; THENCE ALONG THE SAID SOUTH LINE OF LOT 5B, THE FOLLOWING COURSES AND DISTANCES, SOUTH 65 DEGREES 09 MINUTES 18 SECONDS EAST 252.84 FEET; AND NORTH 67 DEGREES 37 MINUTES 28 SECONDS EAST 335.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.772 ACRES.

## OWNER'S SCRIPT

WE, THE UNDERSIGNED, OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "CONSOLIDATION OF LOTS 5C AND D OF "RESUBDIVISION OF ADJUSTED LOT 5 OF WEST PALISADES".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, MISSOURI-AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, AMEREN UNION ELECTRIC COMPANY, AND THE RELEVANT TELEPHONE AND CABLE TELEVISION COMPANIES, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, REPLACING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES AND FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UTILITIES AND FACILITIES. ANY EXCAVATIONS MADE IN THE ABOVE-DESCRIBED PROPERTY BY ANY OF THE ABOVE PARTIES, SHALL BE RESTORED AS NEARLY AS PRACTICAL TO ITS FORMER CONDITION, INCLUDING RE-VEGETATION.

BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT.

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

THE UNDERSIGNED FURTHER STATES THAT THE PROPERTY IS NOT SUBJECT TO ANY EXISTING HOMEOWNERS ASSOCIATION OR ROAD MAINTENANCE ASSOCIATION.

WILLIAM M. AND MARY B. PIERSON

BY: _____
PRINT NAME: _____
DATE: WILLIAM M. PIERSON

BY: _____
PRINT NAME: _____
DATE: MARY B. PIERSON

## NOTARY FOR WILLIAM M. AND MARY B. PIERSON

STATE OF MISSOURI )
COUNTY OF _____ )SS

ON THIS ____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED, WILLIAM M. AND MARY B. PIERSON, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____
PRINT NAME: _____

## DIRECTOR SCRIPT

THIS ACKNOWLEDGEMENT CERTIFIES THIS BOUNDARY ADJUSTMENT PLAT FOR LOT CONSOLIDATION HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS _____ DAY OF _____, 20____.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

_____
JOE VUJNICH, DIRECTOR OF PLANNING

## CITY CLERK'S SCRIPT

I, LAURA RECHTIN, DEPUTY CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI DO HEREBY CERTIFY THIS BOUNDARY ADJUSTMENT PLAT FOR LOT CONSOLIDATION WAS APPROVED BY ORDINANCE NUMBER _____, UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE DAY OF _____, 20____, SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREUNTO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI ON THIS _____ DAY OF _____, 20____.

_____
LAURA RECHTIN, DEPUTY CITY CLERK

## SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT WE HAVE DURING FEBRUARY, 2016 BY THE ORDER OF WILL PEARSON EXECUTED A BOUNDARY SURVEY AND PREPARED A LOT CONSOLIDATION PLAT ON "TRACTS OF LAND BEING ALL OF LOTS 5C AND D OF "RESUBDIVISION OF ADJUSTED LOTS 5 OF WEST PALISADES', A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 307, PAGE 80 OF THE ST. LOUIS COUNTY RECORDS, IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI" AND THE RESULTS ARE SHOWN ON THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS (20-CSR-2030-16.0) OF THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS SET FORTH FOR AN URBAN PROPERTY.

BAX ENGINEERING COMPANY, INC.
MARK E. COLLINS
MISSOURI PROFESSIONAL
LAND SURVEYOR #2006000173

LOT CONSOLIDATION OF LOTS 5C & D OF WEST PALISADES

PREPARED FOR:
WILL PEARSON
1428 BALD EAGLE
WILDWOOD, MISSOURI
(636) 230-3233

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey.

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REVISIONS

ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

| | |
|---|---|
| 03/01/2016 | DATE |
| 00-10902 | PROJECT NUMBER |
| 1 of 1 | SHEET OF |
| 10902-LC.DWG | FILE NAME |
| MLR | DRAWN |
| MEC | CHECKED |
| | DATE DONE IN FIELD |

**BILL NO. 2193** **ORDINANCE NO. 2193**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR THE USE OF PROPERTY FOR THE DEVELOPMENT OF THE BLUFF VIEW-ROCK HOLLOW CONNECTOR TRAIL AND ON-GOING USE FOR RECREATIONAL PURPOSES.** (Ward – Six)

**WHEREAS**, the provisions of Sections 70.210 to 70.325 inclusive, RSMo., as amended, empower cities to contract and cooperate with other political subdivisions for planning, development, construction, acquisition or operation of any public improvement or for a common service; and

**WHEREAS**, the City of Wildwood desires to construct a system of multiple-use trails within the Meramec River Valley; and

**WHEREAS**, a part of this system of trails is to be constructed on property owned by the Missouri Department of Natural Resources (MDNR); and

**WHEREAS**, the City Council desires to enter into a Memorandum of Agreement with MDNR to allow the City the right of access and use of MDNR's property for the construction of the Bluff View-Rock Hollow Connector Trail, which will link Bluff View Park and the Rock Hollow Trail, and to enable the City to provide on-going maintenance of improvements.

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

**Section One**. That the form, terms, and provisions of the Memorandum of Agreement with the Missouri Department of Natural Resources for use of their public lands for the installation and maintenance of the Bluff View-Rock Hollow Connector Trail, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

## EXHIBIT A

## MEMORANDUM OF AGREEMENT
**Between**
**THE CITY OF WILDWOOD**
**And**
**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

This Memorandum of Agreement (the "Agreement") is made and entered into this _____day of _____, 2016, by and between the City of Wildwood, Missouri, a charter city (hereinafter referred to as the "City") and the State of Missouri Department of Natural Resources (hereinafter referred to as the "Department").

WHEREAS, the Department, pursuant to its authority in Chapter 253, RSMo, administers and operates the Missouri State Park system, and is responsible for preserving and interpreting the finest examples of the state's natural and cultural resources including Castlewood State Park; and

WHEREAS, the City seeks permission from the Department to design, construct and maintain a trail extension from the Bluff View Trail to the Rock Hollow Trail within Castlewood State Park, (hereinafter referred to as the "Project"), in order to meet the parks and recreational needs of the City's and St. Louis County's residents. The Project consists of a four (4) foot wide multi-use natural surface trail to be constructed on Department property within Castlewood State Park; and

WHEREAS, the City and Department desire to partner on the Project for the benefit of the citizens of the City, St. Louis County and the State of Missouri; and

WHEREAS, the Department is willing to grant permission for the City to access the Department's property for the purpose of constructing the Project in the location described by the

map and legal description attached as Exhibit A (hereafter referred to as the "Property") and incorporated by reference herein; and

WHEREAS, the City agrees to design, construct and maintain the Project on the Property at its own expense.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **DESIGN AND CONSTRUCTION OF TRAIL EXTENSION PROJECT.**

(a) The City shall, at its own expense, design and construct the Project, which will extend the Bluff View Trail to the Rock Hollow Trail. Should the City choose to engage private contractors for any of the tasks involved in completing the Project, the City shall require such contractors to furnish performance and payment bonds and to comply with applicable prevailing wage laws. The Department shall have the opportunity to review and approve the designs and specifications prior to construction of the Project on the Property.

(b) The City agrees that it will restrict equipment and vehicle size used to construct the Project so as to minimize the impact on the Property.

(c) A sand savanna designated as Critically Impaired by the Missouri Department of Conservation is located on the Property (shown in attached Exhibit B, incorporated by reference herein) (the "Sand Savanna"), and the City shall not allow any equipment to traverse or be parked in the Sand Savanna outside the trail corridor. The Department reserves the right to

erect a fence along the length of the trail in the vicinity of this Sand Savanna in order to ensure its preservation.

(d) The City agrees that no trees measuring 10" diameter at breast height or greater will be removed from the Property.

(e) The City agrees to clearly designate and mark the construction zone during Project construction.

(f) The City agrees that all construction activities on the Property will be performed in a manner that ensures the safety of trail users, the general public, and Department personnel. The City agrees to coordinate with Department representatives in providing appropriate signage and trail closures as needed during the construction process.

(g) The City agrees to be responsible for remediating any damage done to the Property or other Department property in the course of the Project construction.

2. **MAINTENANCE OF PROJECT.** After construction of the Project is complete, the City agrees to be responsible for all maintenance, including trail resurfacing and repairs, routine mowing, trash pick-up and removal of fallen tree limbs. The City shall also maintain trail signage and all other trail improvements, with the Department having the opportunity to review and comment on any such trail signs prior to their placement along the Property.

3. **CITY'S RIGHT TO ACCESS THE PROPERTY.** The Department hereby grants the City, its agents, contractors, and employees, access to the Property to construct the Project and to engage in the maintenance responsibilities provided in Section 2. This right to

access the Property includes the right to have vehicles and equipment on the Property during the period of construction and for any required maintenance, subject to the restrictions in Section 1.

4. **OPERATION OF TRAIL.** The Project shall be operated as a day-use only facility. Trail users will be subject to all applicable Department guidelines, rules and regulations as well as all applicable federal, state and local laws. The Department agrees to provide law enforcement patrol of the Property and the City agrees to patrol the area of the Project as needed with non-law enforcement personnel. The Department shall provide trail closure notices on an as-needed basis for special uses of the trail area. The City agrees that any changes to the facilities, including improvements, modifications, construction, operation standard changes, policies, use and access shall be subject to approval by the Department.

5. **INSPECTION.** The City agrees that the Project construction shall be open to inspection by the City and the Department. The cost of any such inspection will be borne by the party requesting that inspection.

6. **LIABILITY INSURANCE.** During the course of this Agreement, the City agrees to maintain, at its sole cost and expense, comprehensive general liability insurance coverage with maximum coverage limits of $300,000 per person, and $2,000,000 in the aggregate per occurrence. The City agrees to name the Department as co-insured for the purpose of liability coverage.[1] The City also agrees to ensure that any contractor performing construction activities on the Project pursuant to this Agreement will also maintain comprehensive general liability insurance coverage with maximum coverage limits of $300,000 per person, and

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

$2,000,000 in the aggregate per occurrence. The City agrees to ensure that any such contractor also names the Department as co-insured for the purpose of liability coverage.

7. **WORKERS' COMPENSATION.** The parties agree to maintain workers' compensation coverage at the coverage limits required by statute on all employees performing services pursuant to this Agreement. The City also agrees to ensure that all contractors performing construction activities on the Project will also maintain worker's compensation coverage on their employees at the coverage limits required by statute.

8. **LIABILITY.** No employee or officer of the City or the Department incurs or assumes any individual or personal liability by the execution of this Agreement. Each party hereby agrees to release and hold harmless the other party from any liability or claim for damages to person or property arising from or related to the maintenance activities to be performed pursuant to this Agreement.

9. **LEGAL COMPLIANCE.** The City agrees to comply with all applicable federal, state and local laws, and all applicable Department guidelines, rules and regulations in carrying out the terms of this Agreement.

10. **AMENDMENTS.** Any changes in this Agreement, whether by modification or supplementation, must be accomplished by a written amendment signed and approved by the duly authorized representatives of the City and the Department.

11. **AUTONOMY.** No provision of this Agreement shall be construed to create any type of joint ownership of the Property, nor any partnership or joint venture, nor create any other rights or liabilities except as may be otherwise expressly set forth herein.

12. **EXECUTION.** This Agreement shall become effective only after it has been authorized by representatives of all respective organizations.

13. **EFFECTIVE DATE.** This Agreement shall be effective on the first day of the month following approval by the City and the Department.

14. **TERMINATION.** This Agreement may be terminated at any time by the City upon ninety (90) days advance written notice to the Department. This Agreement may be terminated by the Department if consented to by the City, or the City materially breaches any of its obligations under this Agreement. Before the Department may terminate the Agreement, however, it first must provide the City with written notice of the claimed breach and allow the City ninety (90) days to cure said breach. If the City is unable to cure the breach within ninety (90) days, it must provide the Department with a written plan outlining the steps that the City will take to cure the breach and the time in which the cure will take place. If the City's plan is not acceptable to the Department and the parties are unable to negotiate an acceptable plan, the City will be deemed to have materially breached this Agreement. Upon termination, the Department may either accept the improvements on the Property or require the City to remove the improvements at City's expense.

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

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

_____ DATE:_____

William J. Bryan, DIRECTOR
MISSOURI STATE PARKS

**CITY OF WILDWOOD, MISSOURI**

_____ DATE:_____

TIMOTHY WOERTHER, MAYOR

ATTEST:

_____ DATE:_____

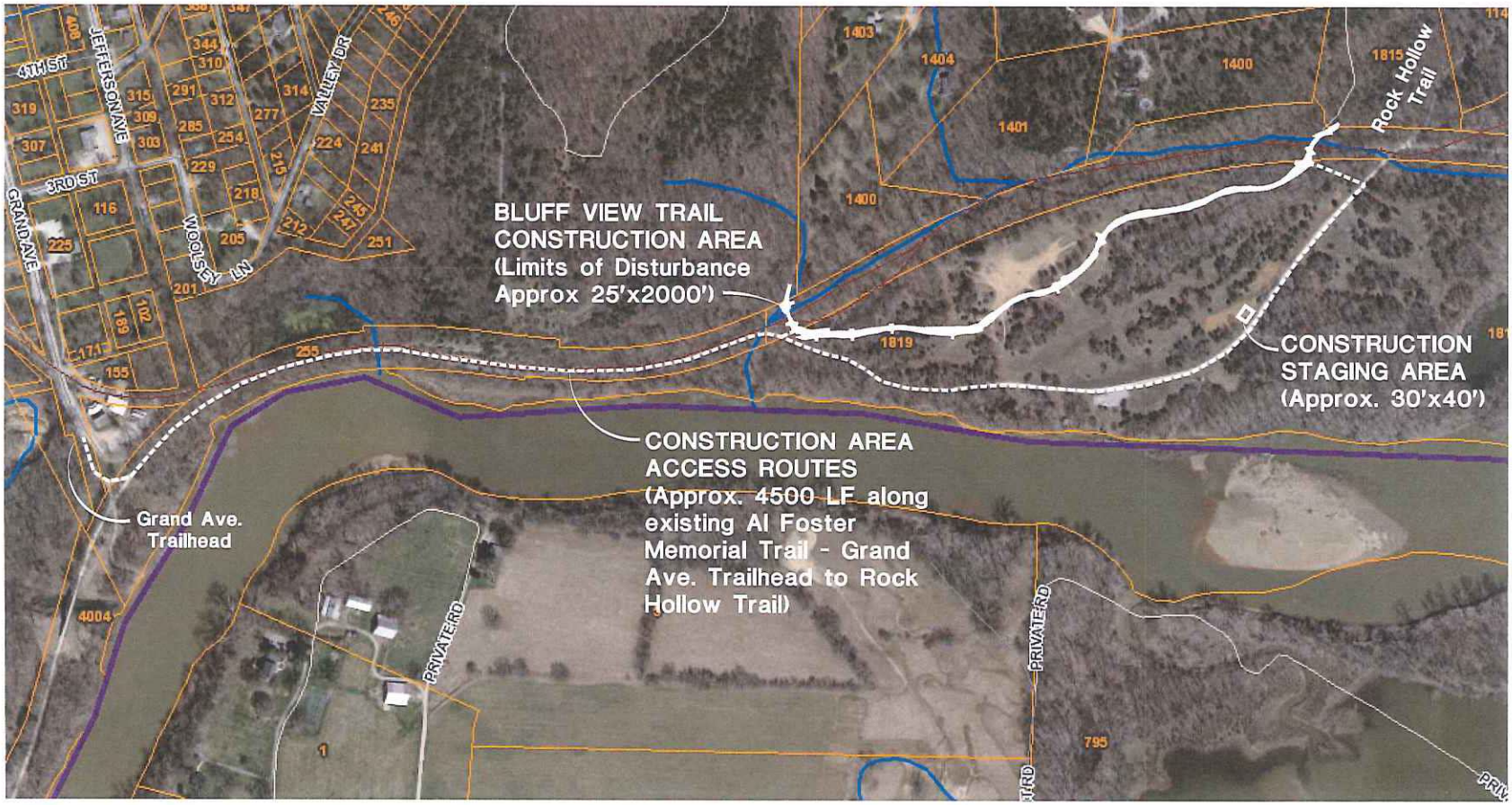
CITY CLERK

Approved as to form and legality:

_____ DATE:_____

CITY ATTORNEY

# EXHIBIT A




400' 0' 400' 800'

SCALE: 1" = 400'

north

EXHIBIT 'A' page 1/3
ACCESS AND STAGING

DOERING ENGINEERING INC.

www.doeringeng.com

5030 Griffin Road
St. Louis, MO 63128
Office: (314) 487-6913
Fax: (314) 843-1718

Doering Engineering Project No. 14167

May 4, 2016

Centerline of Trail Construction Area

An area 25' wide across a tract of land being part of Section 19, Township 44 North, Range 4 East, St. Louis County Missouri, said centerline being more particularly described as follows:
Commencing at the Southwest corner of Lot 47 of the Resubdivision of Lots 34 and 42 Thru 46 of Old State Farms Addition Plat Two, as per plat recorded in Plat Book 176 Page 76 of the St. Louis County Recorder's Office, thence along the Western line of said Lot North 00 degrees 04 minutes 12 seconds East 30.72 feet, thence leaving said line, North 89 degrees 55 minutes 48 seconds West 23.45 feet to the ACTUAL POINT OF BEGINNING of the centerline of said 25 foot wide area being more particularly described as follows: thence South 11 degrees 20 minutes 21 seconds West 49.38 feet to a point of curve to the left, whose radius point bears South 78 degrees 39 minutes 39 seconds East 70.00 feet from the last described point, thence along the arc of said curve 44.64 feet to the point of tangent, thence South 25 degrees 12 minutes 09 seconds East 24.84 feet to a point of curve to the left, whose radius point bears North 64 degrees 47 minutes 51 seconds East 70.00 feet from the last described point, thence along the arc of said curve 96.37 feet to a point of reverse curve, whose radius point bears South 14 degrees 04 minutes 56 seconds East 175.00 feet from the last described point, thence along the arc of said curve 48.14 feet to the point of tangent, thence South 88 degrees 19 minutes 18 seconds East 35.44 feet to a point of curve to the left, whose radius point bears North 01 degrees 40 minutes 42 seconds East 175.00 feet from the last described point, thence along the arc of said curve 31.13 feet to the point of tangent, thence North 81 degrees 29 minutes 08 seconds East 105.54 feet to a point of curve to the right, whose radius point bears South 08 degrees 30 minutes 52 seconds East 250.00 feet from the last described point, thence along the arc of said curve 69.96 feet to the point of tangent, thence South 82 degrees 28 minutes 51 seconds East 99.31 feet to a point of curve to the left, whose radius point bears North 07 degrees 31 minutes 09 seconds East 175.00 feet from the last described point, thence along the arc of said curve 141.88 feet to the point of tangent, thence North 51 degrees 04 minutes 07 seconds East 78.42 feet to the point of curve to the right, whose radius point bears South 38 degrees 55 minutes 53 seconds East 175.00 feet from the last described point, thence along the arc of said curve 93.04 feet to a point of reverse curve, thence along the arc of a curve to the left, whose radius point bears North 08 degrees 28 minutes 11 seconds West 250.00 feet from the last described point , thence along the arc of said curve 258.85 feet to the point of reverse curve, whose radius point bears South 67 degrees 47 minutes 35 seconds East 150.00 feet from the last described point, thence along the arc of said curve to the right a distance of 154.41 feet to the point of tangent, thence North 81 degrees 11 minutes 13 seconds East 135.48 feet to a point of curve to the left, whose radius point bears North 08 degrees 48 minutes 47 seconds West 250.00 feet from the last described point, thence along the arc of said curve 93.72 feet to the point of reverse curve, whose radius point bears South 30 degrees

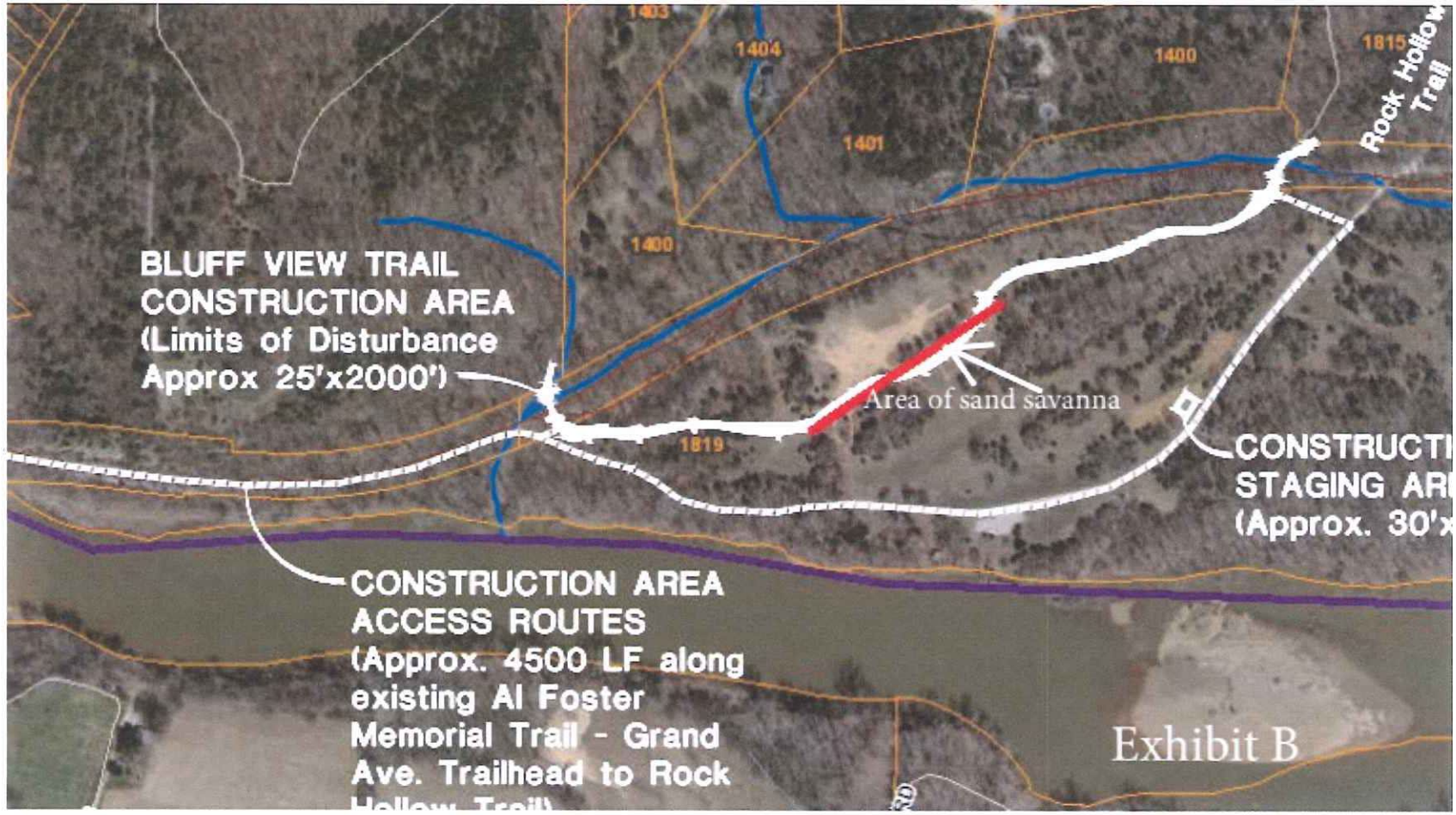
17 minutes 34 seconds East 250.00 feet, thence along the arc of said curve to the right 140.84 feet to the point of reverse curve, whose radius point bears North 01 degrees 59 minutes 11 seconds East 175.00 feet from the last described point, thence along the arc of said curve to the left, 223.77 feet to the point of reverse curve whose radius point bears South 71 degrees 16 minutes 35 seconds East 100.00 feet from the last described point, thence along the arc of said curve to the right 65.59 feet to the point of tangent, thence North 56 degrees 18 minutes 23 seconds East 59.23 feet to the point of ending, said easement being bound on each end by a line perpendicular to said easement.

STATE OF MISSOURI
NEAL JOHN
NIEWALD
NUMBER
LS-2117
PROFESSIONAL LAND SURVEYOR

5-4-2016

Exhibit A page 3/3

**EXHIBIT B**


1404
1400
1815
Rock Hollow Trail
1401
1400
BLUFF VIEW TRAIL
CONSTRUCTION AREA
(Limits of Disturbance
Approx 25'x2000')
Area of sand savanna
1819
CONSTRUCTI
STAGING AR
(Approx. 30'x
CONSTRUCTION AREA
ACCESS ROUTES
(Approx. 4500 LF along
existing Al Foster
Memorial Trail - Grand
Ave. Trailhead to Rock
Exhibit B

**BILL NO. 2194** **ORDINANCE NO. 2194**

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE AN AMENDED CONTRACT WITH THE MISSOURI AMERICAN WATER COMPANY FOR THE RELOCATION OF A WATER MAIN TO ACCOMMODATE PHASE TWO CONSTRUCTION WITHIN WILDWOOD COMMUNITY PARK.** (Ward - One)

**WHEREAS**, the City of Wildwood completed Phase One of the Wildwood Community Park project in August, 2015, and has begun the planning, design, and engineering of Phase Two, which consists of an extension of the existing internal roadway, construction of a walking trail along the roadway, and work within the Great Meadow Area of the Park; and

**WHEREAS**, in order to extend the existing internal roadway to the north and east of its present location, a water main owned by the Missouri American Water Company must be relocated at an estimated cost of One Hundred Thirty-Five Thousand Dollars ($135,000.00) (the "Estimate"); and

**WHEREAS,** the Estimate includes the anticipated relocation costs of the water main based, in part, on anticipated rock removal associated with the relocation; and

**WHEREAS,** the final cost of such relocation may vary significantly from the Estimate; and

**WHEREAS,** the City desires to amend the Contract with Missouri American Water Company to require notice to the City of any potential increase in costs in excess of the Estimate; and

**WHEREAS**, an Amended Contract was approved by the City Council on March 28, 2016, and forwarded to the Missouri American Water Company for its final review and approval; and

**WHEREAS**, Missouri American Water Company objected to the terms of the Amended Contract relating to a cap on overall costs and, therefore, did not approve the Amended Contract; and

**WHEREAS**, the City Council and Missouri American Water Company desire to enter into a revised version of the Amended Contract, as noted herein.

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

**Section One.** That the form, terms, and provisions of the Amended Contract with Missouri American Water Company for the relocation of a water main to accommodate the Wildwood Community Park Phase Two Project, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor is hereby

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

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

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

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

| | |
|---|---|
| _____ | _____ |
| Presiding Officer | The Honorable James R. Bowlin, Mayor |
| ATTEST: | ATTEST: |
| _____ | _____ |
| City Clerk | City Clerk |

**EXHIBIT A**

Project Name: Wildwood Community Park – Phase 2 Asset#: R-17-02D1.15-P-0042
Project Manager: Randall C. Carpenter CIAC#: _____

# CONTRACT FOR WATER FACILITY RELOCATION AND LICENSE TO UTILIZE EASEMENT

THIS CONTRACT, entered into this **14th** day of **June, 2016,** by and between **MISSOURI-AMERICAN WATER COMPANY,** a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the **CITY OF WILDWOOD, MISSOURI, 16860 MAIN STREET, WILDWOOD, MISSOURI, 63040,** (hereinafter referred to as ("CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction and/or improvement of **the Pond-Grover Loop Road (western extension)**, in accordance with certain plans titled **Community Park – Phase 2 Improvements** on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of **Pond-Grover Loop Road (western extension)**, it will be necessary to relocate certain portions of the COMPANY'S water facilities now located partly within CITY right-of-way and partly on the COMPANY'S private easement along **the Pond-Grover Loop Road (western extension)** in the CITY; and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance

No. _____

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located partly within CITY right-of-way and partly within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.

2. The estimated cost (Exhibit "B") for this relocation is **$135,000.00** It is agreed that CITY'S obligation toward the cost of this relocation shall be **100**% of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein, and upon receipt and approval by the CITY of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **100%** of the estimated cost of the relocation as set forth in Exhibit B, hereinafter referred to as "**CITY'S PAYMENT**". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the actual costs exceeds **CITY'S PAYMENT**, COMPANY will provide CITY with documentation that supports the additional costs and the parties will enter into a supplement to this Contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In no event, however, shall the additional amount owed under this Paragraph 3 exceed ten percent (10%) of the CITY'S PAYMENT. In the event the actual costs are less than **CITY'S PAYMENT**, the COMPANY will pay CITY the difference between **CITY'S PAYMENT** and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.

4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the Contract that directly result from such change of plans.

5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.

6. Upon the completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave right-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.

7. COMPANY hereby grants and conveys unto the CITY, without warranty of title or extent of interest in the real estate hereinafter described, expressed or implied, the license and right to construct, reconstruct, and maintain roadway and drainage structures over and across those portions of easement owned and held by COMPANY, situated in St. Louis County, Missouri, and indicated by hachuring on the attached plat, made part hereof and referred to as Exhibit "C" with the following conditions and limitations:

    a. In the event COMPANY must excavate to replace, expand, or maintain its facilities, COMPANY will request a permit from CITY, which will be granted without cost to COMPANY. COMPANY will, comply with all lawful conditions of such permit, but the cost of anything required by such permit, including repair of CITY'S road and drainage facilities damaged by COMPANY, will be paid by CITY.

    b. In the event of future improvements, reconstruction, or maintenance of the road or drainage structures involved which from time to time necessitate the further relocation of COMPANY'S water facilities within the area indicated on Exhibit "C", CITY will advise COMPANY of contemplated changes and will reimburse COMPANY for costs and expenses incurred by it in relocating or otherwise adjusting its facilities. If, for reasons stated above, COMPANY must relocate its facilities but there is no usable remaining area of its original private easement, COMPANY will relocate its facilities to adjacent public right-of-way or new private easement acquired by CITY but subject to the same protections and assurances from CITY herein specified as if the facilities remained in COMPANY'S original private easement.

8. This Contract shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

ATTEST:

MISSOURI-AMERICAN WATER COMPANY

_____
Secretary

_____
_____ (Title)

ATTEST:

CITY OF WILDWOOD, MISSOURI

_____
City. Clerk

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Counselor

**BILL # 2195** **ORDINANCE # 2195**

**AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, TRUST INDENTURE, GENERAL WARRANTY DEED, AND A DEPOSIT AGREEMENT, WITH ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A THIRTY-EIGHT (38) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED ON A TRACT OF LAND BEING ALL OF ADJUSTED PARCELS 'A' AND 'C' OF "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12, TOWNSHIP 44 NORTH, RANGE 4 EAST" [PLAT BOOK 322, PAGES 42-43], ALL BEING LOCATED IN THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND, MORE SPECIFICALLY, SITUATED ON THE SOUTH SIDE OF MANCHESTER ROAD, ON THE EAST AND WEST SIDES OF CHERRY HILLS MEADOWS DRIVE, TO BE KNOWN AS "*THE MANORS AT THE MEADOWS AT CHERRY HILLS SUBDIVISION.*" (Ward Eight)**

**WHEREAS**, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the use and subdivision of land that were intended to promote the implementation of "best development practices" within this community; and

**WHEREAS**, the Planning and Zoning Commission and the City Council adopted a Master Plan that created four (4) conceptual land use classifications for the community, one (1) of which is the Town Center Area; an area where higher-density, single-family residential land uses are encouraged due to the availability of supporting infrastructure and utilities, favorable topography and other environmental factors, previous significance as the traditional center of commerce and community, and a comparable land use pattern; and

**WHEREAS**, the Town Center Area of the City is intended to allow for the potential development of residential densities at a level much higher than other areas of the City, while encouraging innovative designs, walkable neighborhoods, interesting architecture, and consistent streetscape elements providing character and aesthetics as part of the overall neighborhood fabric; and

**WHEREAS**, the owner of this 11.55 acre tract of land submitted a Site Development Plan (Preliminary Plat) to the City for the creation of thirty-eight (38) lots, which has since received approval from the Planning and Zoning Commission and City Council, and was recorded on October 8, 2015; and

**WHEREAS**, lots will range in size from 4,600 to 17,600 square feet, all of which are served by one (1) internal public cul-de-sac road and two (2) private alleys, and adhere to right-of-way dedications and Public Space Requirements (i.e. multiple-use trail; enhanced stormwater features) for this 'R-4' 7,500 square foot Residence District, with Planned Residential Development Overlay District, zoned development, as well as addressing Town Center Architectural Guidelines for the traditional and neo-traditional dwellings; and

**WHEREAS**, Improvement Plans, the detailed engineering drawings, were then reviewed by the City of Wildwood, which received approval by the Departments of Planning and Public Works on February 3, 2016, depicting the design of public and private subdivision improvements for the internal roadways, stormwater management facilities, public sanitary sewers, grading and related items, and other considerations necessary for the proper integration and design of this development into the surrounding area, while a deposit agreement, with associated letters of credit, will be established for guaranteeing proper installation of said improvements and maintenance during the development phase of this project; and

**WHEREAS**, the thirty-eight (38) lots that will be created by this subdivision appear to fully meet and comply with all the requirements of the *Subdivision and Development Regulations* of the City of Wildwood in regard to their lot size and width, setbacks, and tree preservation requirements; and

**WHEREAS**, the City of Wildwood, on September 1, 1995, adopted ordinances, codes, and regulations governing the development and use of land for the health, safety, and welfare of its residents.

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

**Section One**. The City Council of the City of Wildwood, Missouri hereby approves the Record Plat (attached hereto), Trust Indenture, General Warranty Deed, and Deposit Agreement, with associated Letters of Credit guaranteeing certain required improvements, for a thirty-eight (38) lot residential subdivision that is located on a tract of land being all of Adjusted Parcels 'A' and 'C' of "Boundary Adjustment Plat of Three Parcels of Land in Sections 1 and 12, Township 44 North, Range 4 East" [Plat Book 322, Pages 42-43], all being located in the City of Wildwood, St. Louis County, Missouri and, more specifically, situated on the south side of Manchester Road, on the east and west sides of Cherry Hills Meadows Drive, to be known as "*The Manors at the Meadows at Cherry Hills Subdivision.*" These lots are graphically represented on the attached plat and accompanying legal descriptions and hereby adopted and made a part of this ordinance.

**Section Two**. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Record Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The petitioner is required and directed to record the approved Record Plat, Trust Indenture, and General Warranty Deed (within sixty (60) days of its approval by the City Council of the City of Wildwood, Missouri) in the Office of the Recorder of Deeds of St. Louis County, Missouri, or such action on these items is voided.

**Section Three.** The Mayor, the City Attorney, and the Director of Planning are hereby authorized to sign the Deposit Agreement guaranteeing the installation of required subdivision improvements in this development indicating its compliance to the requirements of the City in this regard.

**Section Four**. This ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and recorded copies of all recorded instruments are returned to the City by the petitioner.

**THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2016 BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.**

| | |
|---|---|
| **Presiding Officer** | **The Honorable James R. Bowlin, Mayor** |

**ATTEST:**

| | |
|---|---|
| **City Clerk** | **City Clerk** |

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

THIS DEPOSIT AGREEMENT made and entered into by

**MCBRIDE TOWN CENTER, LLC**

**16091 SWINGLEY RIDGE ROAD, SUITE 300**

**CHESTERFIELD, MO 63017**

herein called DEVELOPER and CITY OF WILDWOOD, MISSOURI, herein called CITY:

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the City of Wildwood Department of Planning for the creation and development of a subdivision to be known as: **THE MANORS AT THE MEADOWS AT CHERRY HILLS** (the "Subdivision") and requesting approval of the same; and

WHEREAS, the subdivision plans have been approved and the City of Wildwood Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the subdivision improvements, all in accordance with the provisions of Chapter 420 Sections 420.010 - 420.410 of the Code of Ordinances of the City of Wildwood ("Code"); and

WHEREAS, the DEVELOPER is seeking the approval of the CITY of the record plat of the aforesaid subdivision as the same is provided in Chapter 420 of the Code; and

WHEREAS, Chapter 420, provides, inter alia, that the record plat of a subdivision may be approved by the City of Wildwood only after the DEVELOPER submits a satisfactory deposit agreement guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved improvement plans;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited an irrevocable letter of credit and required fee with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **One Million Seventy-two Thousand Five Hundred, Forty-one Dollars and Ten Cents ($1,072,541.10)** payable in lawful money of the United States of America, herein called CONSTRUCTION DEPOSIT, with the CITY, as a deposit guaranteeing the construction, installation, completion of the required subdivision improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with Section 420.080 of Chapter 420 and other applicable ordinances of the City.

2. That the DEVELOPER has also deposited an irrevocable letter of credit with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **Ninety-seven Thousand Five Hundred Three Dollars and Seventy-four Cents ($97,503.74),** payable in lawful money of the United States of America, herein called MAINTENANCE DEPOSIT with the CITY, as a deposit guaranteeing the maintenance obligations of the DEVELOPER for the subdivision pursuant to Section 420.080 of Chapter 420 of the Code.

3. That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT guarantee the construction, installation, completion, and maintenance of the subdivision improvements in the Subdivision in accordance with the report of the Director of Planning dated **June 8, 2016**, a copy of which is attached hereto and made a part hereof and as per improvement plans and specifications for the Subdivision which have been filed with and approved by the Director of Planning and Director of Public Works of the City of Wildwood, Missouri, all of which are incorporated herein. The CONSTRUCTION DEPOSIT shall consist of an amount equal to 110% of the estimated costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS"). The MAINTENANCE DEPOSIT shall consist of an additional amount equal to 10% of such ESTIMATED COSTS for maintenance guarantee obligations pursuant to Section 420.080 of Chapter 420.

4. That in the event the CONSTRUCTION DEPOSIT or MAINTENANCE DEPOSIT herein provided is determined by the Director of Planning to be insufficient to complete or maintain the Subdivision improvements as required by Section 420.080 of Chapter 420, the DEVELOPER shall deposit with the CITY that additional deposit sum of lawful money of the United States of America that will be required to complete or maintain the said improvements; such additional deposit sum to be subject to the terms of this Deposit Agreement.

5. That the DEVELOPER guarantees that all required utilities and Subdivision improvements will be installed, constructed and **completed within two (2) years of the date of City Council approval of this Agreement**, as shown on page 5, ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a period of up to two (2) years in his sole discretion as provided by Section 420.080 of Chapter 420.

6. CONSTRUCTION DEPOSIT Releases.

a. That the CITY shall only release or disburse the CONSTRUCTION DEPOSIT or portions thereof upon receipt and in the amount set forth in a written authorization from the said Director of Planning, which authorization shall be given when, and only when, the improvements, or some portion of them, have been constructed, completed and installed and the Director has received the written approval of the appropriate inspecting authority. Nothing in this Agreement shall be construed to permit releases contrary to any restriction set forth in Section 420.080 of Chapter 420.

b. In order to obtain such written approval, the DEVELOPER shall make written request to the appropriate inspecting authority to inspect, with a copy to the Director of Planning.

c. Thereafter, upon receipt and written approval of the appropriate inspecting agency for any specific component or line item of a category of improvements, and after written request by the DEVELOPER for a specific release, the Director may at the Director's discretion release not more than ninety five percent (95%) of the original sum deposited within the CONSTRUCTION DEPOSIT for the construction of such component or line item applicable to a specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held in the CONSTRUCTION DEPOSIT for a category of improvements shall be released within thirty days of completion of all of the improvements in such category of improvement, minus a retention of five percent which shall be released only upon completion of all improvements in the subdivision. The establishment of categories, components, and line items of required improvements for the subdivision, as attached hereto, shall in no way modify or reduce the developers guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire subdivision has been constructed and completed as required, (2) the developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection, (3) the developer is not in default or in breach of any obligation to the City under this section, including but not limited to, the Directors' demand for maintenance or for deposit of additional sums for the subdivision, (4) the inspection has been completed and the results of the inspection have been approved in writing by the Director.

d. Upon final approval of all required improvements, the Director of Planning shall release from the remaining amount of the CONSTRUCTION DEPOSIT.

7. That in the event that the DEVELOPER shall default, abandon the Subdivision or fail to satisfactorily complete the improvements by COMPLETION DATE, whichever shall occur first, the CITY may complete, or have completed, the required improvements and apply the remaining CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT therefor. The CITY, through its Directors of Planning or Public Works, may further apply such necessary amount of the MAINTENANCE DEPOSIT to remedy any failure of the DEVELOPER to perform its maintenance obligations set forth in Section 420.080 of Chapter 420. For the purpose of this Agreement and the CITY's rights hereunder, any and all of the CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT may be applied to completion or maintenance of any improvements in the event of default or of failure of the DEVELOPER to perform the obligations hereunder or as required by Section 420.080 of Chapter 420, and no limitation of any kind shall be implied from the line item calculations of separate improvements.

8. The MAINTENANCE DEPOSIT shall be further retained to guarantee the maintenance of the Subdivision improvements until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific improvement by the City, or

(2) expiration of eighteen (18) months after occupancy permits have been issued on 95% of all of the lots in the subdivision plat(s) subject to this deposit agreement. This remaining amount shall be subject to the immediate order of the Directors of Planning or Public Works to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Consistent with Section 420.080, the Director of Planning may release such amount, if any, of the remaining MAINTENANCE DEPOSIT in excess of that which he determines to be necessary to satisfy the requirements of Section 420.080 of Chapter 420. Maintenance shall include repair or replacement of all defects, deficiencies, and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot having a valid building permit or as otherwise permitted by siteplan), and street deicing and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the governing body of the governmental entity for dedication. Irrespective of other continuing obligations, the developer's street deicing and snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance.

9. The Developer shall further be subject to each and every provision and requirement of Chapter 420 of the Code, and as may be amended, as well as Section 89.410, Mo.Rev.Stat., as may be amended, and all such other terms that are incorporated herein as if fully set forth. This Agreement and the obligations and rights hereunder are not assignable or transferable by the DEVELOPER. Furthermore, in the event of a default, abandonment or failure of the DEVELOPER to complete the improvements, no other person, firm or entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to the remaining escrow funds as a DEVELOPER without entering into a separate Deposit Agreement with the City.

10. Exercise or waiver by CITY of any enforcement action under this agreement or Chapter 420 does not waive or foreclose any other or subsequent enforcement action whatsoever. The deposit placed under this agreement shall be governed by the provisions of Section 420.080 of Chapter 420, as amended, of the Code and the DEVELOPER agrees to the provisions thereof as if set forth herein.

11. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory Deposit Agreement under the provisions and requirements of Chapter 420, as amended, of the Code.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 9th day of June A.D. 2016

**MCBRIDE TOWN CENTER, LLC**

**BY: JHB PROPERTIES, INC., A MANAGING MEMBER**

ATTEST (seal):

**Signature of: John H. Berra, Jr., Member** **Print Name/Title**

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

LLC OFFICIAL'S ACKNOWLEDGEMENT

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

On this 9TH day of JUNE, A.D., 2016, before me appeared **John H. Berra, Jr., President of JHB Properties,** to me personally known, who, being by me duly sworn, did say that he is a **MEMBER** of **MCBRIDE TOWN CENTER, LLC,** both being Missouri Limited Liability Companies, and that he executed the foregoing agreement pursuant to the authority given him by the Members of the aforesaid LLC, and that said agreement was signed and sealed by him on behalf of the aforesaid LLC by authority of its Members and said **John H. Berra, Jr.** of said LLC, acknowledged said agreement to be a lawful, free act and deed of said LLC.

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

My commission expires 2-17-19.

Notary Public

Daniel I. Schweiss
Notary Public - Notary Seal
State of Missouri - Ste. Genevieve County
My Commission Expires Feb 17, 2019
Commision # 15633374



100058 v5

**CITY OF WILDWOOD, MISSOURI**

_____
Joseph Vujnich
DIRECTOR OF PLANNING

APPROVED:
CITY OF WILDWOOD COUNCIL

ATTEST (seal):

_____
MAYOR

Date Approved:_____
[Completion date is 24 mo. from above]

APPROVED:

_____
CITY ATTORNEY

## LETTER OF ESTIMATED COST OF IMPROVEMENTS

# *Manors at the Meadows of Cherry Hills* (Ward 8)

*[38 Lots w/Public Street Dedication & Private Alleys]* ***11.645 ac; CG=3.928 Zoning: R4-PRD in TC MWFPD/Caulks Creek Watershed***

***CITY OF WILDWOOD, MISSOURI 63040 SB: A Lots=15/5/20 B Lots=20/5/15***

| units | | description | | | cost/unit | total |
|---|---|---|---|---|---|---|
| **Construction of Streets** | | | | | | **$263,224.13** |
| | | **95 percent (subject to initial releases)** | | | **$250,062.92** | |
| | | **5 percent (final release)** | | | **$13,161.21** | |
| 1,182.44 | cu. yds. | Grading | | @ | $2.80 p/cu/yd | $3,310.83 |
| 179.00 | lin. ft. | Sawcutting | | @ | $5.75 p/lin/ft | $1,029.25 |
| | | Public R-O-W at 26' wide [628'L] | | | | |
| 1,814.22 | sq. yds. | Asphaltic Concrete (8" including base) | | @ | $54.55 p/sq/yd | $98,965.70 |
| | | Private R-O-W at 22' wide [709'L] | | | | |
| 1,733.11 | sq. yds. | Asphaltic Concrete (8" including base) | | @ | $54.55 p/sq/yd | $94,541.15 |
| | | Curb based upon roadway frontage | | | | |
| 1,919.00 | p/lin/ft | Concrete (3" rolled) | | @ | $8.50 p/lin/ft | $16,311.50 |
| 202.00 | p/lin/ft | Concrete (6" vertical) | | @ | $10.35 p/lin/ft | $2,090.70 |
| 1 | Raceway style | Turnaround Residential (asphalt) | | @ | $21,450.00 each | $21,450.00 |
| 2 | 'T'-style | Turnaround Residential (asphalt) | | @ | $7,880.00 each | $15,760.00 |
| 9 | spaces | Off-street parking w/wheel stops | | @ | $1,085.00 per spc. | $9,765.00 |
| **Sidewalks** | | | | | | **$43,434.00** |
| 7,920 | sq. ft. | Sidewalk 4" thick - 5' wide x 1,584' | | @ | $4.70 p/sq/ft | $37,224.00 |
| 6 | ---------- | Concrete Handicap Ramp | | @ | $1,035.00 each | $6,210.00 |
| **Street Trees** [per Approved Landscape Plan or every 30' on center] | | | | | | **$12,540.00** |
| 17 | ---------- | 2.5" caliper *Red Maple* | | @ | $220.00 each | $3,740.00 |
| 19 | ---------- | 2.5" caliper *Ginkgo* | | @ | $220.00 each | $4,180.00 |
| 11 | ---------- | 2.5" caliper *Red Oak* | | @ | $220.00 each | $2,420.00 |
| 10 | ---------- | 2.5" caliper *Swamp White Oak* | | @ | $220.00 each | $2,200.00 |
| **Street Lights** [150' alternating on row by 75'] | | | | | | |
| 13 | Street light | (16' typical height) | | @ | $770.00 each | **$10,010.00** |
| **Street Signs** | | | | | | **$7,194.00** |
| 4 | ---------- | Stop Signs | 30" | @ | $246.00 each | $984.00 |
| 2 | ---------- | No Outlet Signs | 30" | @ | $246.00 each | $492.00 |
| 2 | ---------- | Speed Limit Signs | 18x24" | @ | $160.00 each | $320.00 |
| 4 | ---------- | No Parking Signs | 18x24" | @ | $160.00 each | $640.00 |
| 2 | ---------- | 'This side of street' Signs | 6x12" | @ | $246.00 each | $492.00 |
| 1 | ---------- | No Motor Vehicles Sign | 24x24" | @ | $180.00 each | $180.00 |
| 8 | ---------- | Reflective Signs | 18" | @ | $148.00 each | $1,184.00 |
| 4 | ---------- | Bike/ped Xing | 30" | @ | $246.00 each | $984.00 |
| 4 | ---------- | Trail Xing Signs | 24x18" | @ | $160.00 each | $640.00 |
| 2 | ---------- | Arrow Signs | 24x18" | @ | $160.00 each | $320.00 |
| 1 | ---------- | AHEAD | 24x12" | @ | $140.00 each | $140.00 |
| 1 | ---------- | 300 FT | 24x12" | @ | $140.00 each | $140.00 |
| 3 | ---------- | Street Name Signs | 35x6" | @ | $226.00 each | $678.00 |
| **Storm Sewers** (escrowed at 90% of below total) | | | | | | **$143,901.24** |
| | | **95 percent (of 90%) storm in right of way** | | | **$136,706.18** | |
| | | **5 percent (of 90%) storm in right of way** | | | **$7,195.06** | |
| 1054.49 | lin.ft. | 12" RCP | | @ | $34.00 p/lin/ft | $35,852.66 |
| 502.16 | lin.ft. | 15" RCP | | @ | $38.00 lin./ft. | $19,082.08 |
| 12.44 | lin.ft. | 18" RCP | | @ | $40.00 p/lin/ft | $497.60 |
| 153.18 | lin.ft. | 21" RCP | | @ | $44.00 lin./ft. | $6,739.92 |
| 269.07 | lin.ft. | 24" RCP | | @ | $50.00 lin./ft. | $13,453.50 |
| 6 | ---------- | Storm Manhole | | @ | $1,350.00 each | $8,100.00 |
| 5 | ---------- | Curb Inlet, single | | @ | $1,350.00 each | $6,750.00 |

Category 1

Category 2

| | | | | | |
|---|---|---|---|---|---|
| **Category 2** | | | | | |
| 7 | ---------- | Area Inlet, single | @ | $2,070.00 each | $14,490.00 |
| 5 | ---------- | Curb Inlet, double | @ | $2,560.00 each | $12,800.00 |
| 1 | ---------- | Flared End Section (12") | @ | $517.00 each | $517.00 |
| 1 | ---------- | Flared End Section (15") | @ | $569.00 each | $569.00 |
| 1 | ---------- | Flared End Section (18") | @ | $621.00 each | $621.00 |
| 2 | ---------- | Flared End Section (24") | @ | $724.00 each | $1,448.00 |
| 2 | ---------- | Outfall Structure | @ | $6,210.00 each | $12,420.00 |
| 2 | ---------- | End Pipe | @ | $724.00 each | $1,448.00 |
| 368.33 | sq. yds. | Riprap / Revet [Heavy Stone @ 3,315sf] | @ | $47.00 p/sq/yd | $17,311.51 |
| 38 | lots | Granular Fill | @ | $205.00 per lot | $7,790.00 |
| **Detention/Retention** [based per-lot estimate + basins] | | | | | **$10,972.22** |
| 38 | lots | det/retention | + | $125.00 p/lot | $4,750.00 |
| 745.96 | p/cu/yd | Basin A *[Area 17= 20,141sf]* | | $2.80 p/cu/yd | $2,088.70 |
| 1,476.26 | p/cu/yd | Basin C *[Area 14=39,859sf]* | | $2.80 p/cu/yd | $4,133.53 |
| **Category 3** | | | | | |
| **Grading/Siltation and Erosion Control** | | | | | **$37,464.00** |
| 38 | lots | Grading ($2,175.00) | + | $344.00 p/lot | $15,247.00 |
| 38 | lots | Siltation Control ($2,030.00) | + | $130.00 p/lot | $6,970.00 |
| 38 | lots | Erosion Control ($2,175.00) | + | $344.00 p/lot | $15,247.00 |
| **Common Ground Sod** [3.928 ac = 171,103.68 sq ft] | | | | | **$157,795.62** |
| 19011.52 | sq.yds. | Common Ground sodding | @ | $8.30 p/sq/yd | $157,795.62 |
| 0 | ---------- | Cul-de-sac sodding | @ | $594.50 each | $0.00 |
| **Category 4** | | | | | |
| **Landscaping** | | | | | **$62,240.25** |
| **Bufferyard "A" landscaping** | | [Manchester & Cherry Hills Meadows Drive] | | | |
| 1 | ---------- | 2" caliper *Redbud* | @ | $180.00 each | $180.00 |
| 4 | ---------- | 1.5" caliper *Dodwood/Redbud* | @ | $140.00 each | $560.00 |
| 2 | ---------- | Conifer - 8' *Spruce* | @ | $193.00 each | $386.00 |
| 5 | ---------- | Conifer - 6' *White Pine/Spruce* | @ | $145.00 each | $725.00 |
| **Bufferyard "B" landscaping** | | [Eastern perimeter to trail connection] | | | |
| 1 | ---------- | 2.5" caliper *Swamp White Oak* | @ | $220.00 each | $220.00 |
| 7 | ---------- | 2" caliper *Bald Cyp/Swp Wh Oak* | @ | $180.00 each | $1,260.00 |
| 4 | ---------- | 1.5" caliper *Dodwood/Redbud* | @ | $140.00 each | $560.00 |
| 1 | ---------- | Conifer - 8' *Spruce* | @ | $193.00 each | $193.00 |
| 4 | ---------- | Conifer - 6' *White Pine/Spruce* | @ | $145.00 each | $580.00 |
| **Bufferyard "C" landscaping** | | [Southern perimeter] | | | |
| 3 | ---------- | 4" caliper *Swamp White Oak* | @ | $360.00 each | $1,080.00 |
| 3 | ---------- | 3" caliper *Swamp White Oak* | @ | $270.00 each | $810.00 |
| 3 | ---------- | 3" caliper *Lil'leaf Linden* | @ | $270.00 each | $810.00 |
| 3 | ---------- | 2.5" caliper *Redbud* | @ | $220.00 each | $660.00 |
| 9 | ---------- | 2" caliper *Swamp White Oak* | @ | $180.00 each | $1,620.00 |
| 3 | ---------- | 2" caliper *Dogwood* | @ | $180.00 each | $540.00 |
| 10 | ---------- | 2" caliper *Lil'leaf Linden* | @ | $180.00 each | $1,800.00 |
| 3 | ---------- | 2" caliper *Redbud* | @ | $180.00 each | $540.00 |
| 9 | ---------- | 1.5" caliper *Dodwood* | @ | $140.00 each | $1,260.00 |
| 10 | ---------- | 1.5" caliper *Redbud* | @ | $140.00 each | $1,400.00 |
| 3 | ---------- | Conifer - 10' *Spruce* | @ | $240.00 each | $720.00 |
| 8 | ---------- | Conifer - 8' *Spruce* | @ | $193.00 each | $1,544.00 |
| 7 | ---------- | Conifer - 8' *White Pine* | @ | $193.00 each | $1,351.00 |
| 26 | ---------- | Conifer - 6' *Spruce* | @ | $145.00 each | $3,770.00 |
| 26 | ---------- | Conifer - 6' *White Pine* | @ | $145.00 each | $3,770.00 |
| **Bufferyard "D" landscaping** | | [Central detention area] | | | |
| 4 | ---------- | 2" caliper *Bald Cypress* | @ | $180.00 each | $720.00 |
| 4 | ---------- | 1.5" caliper *Dodwood/Redbud* | @ | $140.00 each | $560.00 |
| 2 | ---------- | Conifer - 6' *White Pine/Spruce* | @ | $145.00 each | $290.00 |
| **Estimated cost of cul-de-sac landscaping** | | | | | |
| 3 | ---------- | 2.5" caliper *Swamp White Oak* | @ | $220.00 each | $660.00 |
| 24 | ---------- | 24" - *Ninebark* | @ | $50.00 each | $1,200.00 |
| 15 | ---------- | 24" - *Hydrangea* | @ | $50.00 each | $750.00 |
| 18 | ---------- | 24" - *Juniper* | @ | $50.00 each | $900.00 |
| 116 | ---------- | 1 qt. - *Prairie Dropseed* | @ | $28.00 each | $3,248.00 |

| | | | | |
|---|---|---|---|---|
| 58 ---------- | 1 qt. - *Black-eyed Susan* | @ | $28.00 each | $1,624.00 |
| 107 ---------- | 1 qt. - *Purple Coneflower* | @ | $28.00 each | $2,996.00 |
| 64 ---------- | 1 qt. - *Russian Sage* | @ | $28.00 each | $1,792.00 |
| **Mulch** | | | | |
| 627.00 cu. yds. | bark mulch | @ | $33.75 p/cu/yd | $21,161.25 |

**Category 5**

| | | | | |
|---|---|---|---|---|
| **Water Mains** | | | | |
| | *N/A - Water Mains per installation bid w/MO-Am* | | | |
| **Monuments** | | | | **$8,370.00** |
| 4 ---------- | Survey Monuments - first 4 | @ | $910.00 each | $3,640.00 |
| 22 ---------- | Survey Monuments - over 4 | @ | $215.00 each | $4,730.00 |
| **Retaining Walls** | | | | **$138,600.50** |
| 2,557 sq.ft. | Modular block wall 'A' | @ | $20.50 p/sq/ft | $52,418.50 |
| 3,004 sq.ft. | Modular block wall 'B' | @ | $20.50 p/sq/ft | $61,582.00 |
| 1,200 sq.ft. | Modular block wall 'C' | @ | $20.50 p/sq/ft | $24,600.00 |
| **Multi-use Trail** | | | | |
| 2,208 sq.ft. | Asphaltic Conc. (5" thick @ 8' wide x 276'L') | @ | $18.20 p/sq/ft | **$40,185.60** |
| **Fencing** | | | | |
| 1,004.00 lin.ft. | Black Aluminum - 48" high | @ | $38.95 p/lin/ft | **$39,105.80** |

| | |
|---|---|
| ESTIMATED TOTAL COST OF IMPROVEMENTS* | $975,037.36 |
| TEN (10%) PERCENT INFLATION FACTOR | $ 97,503.74 |
| **ESTIMATED COST OF CONSTRUCTION LETTER OF CREDIT** | **$1,072,541.10** |
| **ESTIMATED MAINTENANCE BOND REQUIREMENT **** (2nd separate Letter of Credit required) | **$ 97,503.74** |

Prepared By: T. Gaston Date: June 6, 2016
Terri Gaston, Planner - Subdivision

Approved By: Joseph Vujnich Date: June 8, 2016
Joseph Vujnich, Director of Planning

* Cost estimates within categories are estimates and not for release purposes.

** The Maintenance Deposit will be held for a total of eighteen (18) months from either the date of FINAL acceptance of ALL PUBLIC IMPROVEMENTS by the City or after 95% of ALL occupancy permits have been issued.

Category 1 = Street Improvements
Category 2 = Stormwater Improvements
Category 3 = Grading/Erosion Requirements
Category 4 = Landscaping Improvements
Category 5 = Miscellaneous Improvements

Accepted By: Josh Foster Date: 6-9-16
*[signature]*

print name: Josh Foster, Project Manager
*[developer]*

representing: McBride Town Center, LLC
*[development company]*

## COVER PAGE

## THE MANORS AT THE MEADOWS AT CHERRY HILLS
## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**Date:** _____, 2015

**Grantor:** McBride Town Center, LLC, a Missouri limited liability company

**Grantor's Address:** 16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

**Grantee:** The Manors at The Meadows at Cherry Hills Homeowners' Association

**Grantee's Address:** 16091 Swingley Ridge Road, Suite 300
Chesterfield, Missouri 63017

**Legal Description:** As set forth on Exhibit A of the attached Declaration of Covenants, Conditions and Restrictions.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration of Covenants, Conditions and Restrictions. In the event of a conflict between the provisions of the attached Declaration of Covenants, Conditions and Restrictions and the provisions of this cover page, the attached Declaration of Covenants, Conditions and Restrictions shall prevail and control.

# THE MANORS AT THE MEADOWS AT CHERRY HILLS

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## TABLE OF CONTENTS


| SECTION | | PAGE |
|---|---|---|
| 1. | DEFINITIONS | 4 |
| 2. | EASEMENTS AND PROPERTY RIGHTS | 7 |
| 3. | CREATION OF ASSOCIATION | 11 |
| 4. | DURATION | 11 |
| 5. | COVENANT FOR MAINTENANCE ASSESSMENTS | 12 |
| 6. | SELECTION OF DIRECTORS, MEETINGS OF OWNERS | 16 |
| 7. | RESERVATION OF EXPENDITURES | 20 |
| 8. | ARCHITECTURAL CONTROL | 21 |
| 9. | ASSOCIATION DUTIES AND POWERS | 21 |
| 10. | USE RESTRICTIONS | 25 |
| 11. | LEASES | 31 |
| 12. | GENERAL PROVISIONS | 32 |

## THE MANORS AT THE MEADOWS AT CHERRY HILLS

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

McBride Town Center, LLC, a Missouri limited liability company (the "Declarant"), and The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri nonprofit corporation (the "Association") make and enter into this Declaration of Covenants, Conditions and Restrictions (this "Declaration") effective as of _____, 2015.

RECITALS:

**A.** Declarant is the owner of certain real property located in the City of Wildwood, St. Louis County, Missouri, which is more particularly described on Exhibit A, attached hereto and incorporated herein.

**B.** Declarant desires to create on the Property a Planned Residential Development Overlay District pursuant to City of Wildwood Ordinance 2060, which permits a thirty-eight (38) single-family detached residential community to be known as The Manors at The Meadows at Cherry Hills with open spaces, streets, roads, walkways and other common ground and facilities (the "Community").

**C.** This Declaration is not a condominium declaration, the Community does not constitute a "Condominium" as defined in Chapter 448 RSMo., as amended, and the Property now or hereafter subject to this Declaration shall not be subject to or governed by Chapter 448 RSMo., as amended.

**D.** Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which the Community has been established.

**E.** Declarant deems it desirable, for the efficient preservation of the values and amenities in the Community, to form a nonprofit corporation to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created.

**F.** Declarant has caused the Association to be incorporated under the laws of Missouri as a nonprofit corporation, for the purpose of exercising the functions aforesaid.

**G.** All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as "covenants and restrictions") are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the Property covered by this Declaration.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the parties hereto, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares that all of the Property and each individual parcel thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated into the body of this Declaration.

1. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed thereto in Chapter 448 RSMo., as amended):

(a) "Adjustment/Variance" shall have the meaning ascribed thereto in Section 2(f).

(b) "Antenna" shall have the meaning ascribed thereto in Section 10(a)(xii).

(c) "Assessments" shall have the meaning ascribed thereto in Section 5(a).

(d) "Association" shall mean and refer to The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri nonprofit corporation, and its successors and assigns.

(e) "Board" shall mean the Board of Directors of the Association created pursuant to this Declaration. The directors on the Board may be individually or collectively referred to herein as "Director" or "Directors."

(f) "City" shall mean the City of Wildwood, Missouri.

(g) "Common Properties" shall mean and refer to those areas of real property and the improvements thereon owned by the Association, and all easements, licenses and other occupancy or use rights which the Association has in any portion of the Property, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of all of the Owners of the Lots, including, without limitation:

(i) any areas labeled as "Common Ground" on the Plat (as hereinafter defined);

(ii) parks, open spaces, playgrounds, streets, parking areas within the Common Properties, subdivision entrance areas and monuments or signs, street lights,

storm water control easement areas and facilities, the retaining walls and easements therefor created pursuant to Section 2(l) of this Declaration, paths, walkways, and other trail systems, and other facilities for the benefit in common of the Owners;

(iii) all sanitary and storm sewer facilities, including all detention and retention basins, the Stormwater Management Facilities (as hereinafter defined) and all utility installations, lines and connections for gas, electricity, light, telephone, water and plumbing, and cable television wires, as located in any utility easements on a recorded plat in the St. Louis County Recorder of Deeds, excepting those utilities located within a Lot (unless or until such time that any of the foregoing facilities are accepted for maintenance by a Governmental Body);

(iv) all apparatus and installations, now or hereafter, erected on the Common Properties and intended for common use;

(v) any auxiliary buildings, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use; and

(vi) all streets until such time as they have been dedicated to and accepted by the County of St. Louis, or other applicable Governmental Body. Presently, Stella Cherry Way and Sweet Cherry Way are alleys that are dedicated to the Association as stated on the Plat and are not intended to be public at this time.

Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling. Nothing contained in this definition shall be deemed a representation that any of the enumerated facilities or improvements are or will be included in the Community or constructed on the Common Properties.

(h) "Community" shall have the meaning ascribed to it in Recital B.

(i) "Declarant" shall mean and refer to McBride Town Center, LLC, a Missouri limited liability company, its successors and assigns if such successors or assigns acquire or succeed to ownership of all Lots which have not been improved with a Single Family Dwelling (as hereinafter defined) remaining in the Community and then owned by Declarant for the purpose of development or if Declarant expressly assigns its "Declarant rights" hereunder to such assigns in writing. Notwithstanding the foregoing, McBride Cherry Hills, LLC, a Missouri limited liability company, shall be deemed the Declarant after it acquires a Lot from McBride Town Center, LLC, a Missouri limited liability company.

(j) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time-to-time.

(k) "Encroachment" shall have the meaning ascribed thereto in Section 2(f).

(l) "Governmental Body" shall mean any governmental or quasi-governmental authority, including any federal, state, county, city, town, village, district, administrative, or municipal government, agency, branch, department, or other entity.

(m) "Interest Rate" shall have the meaning ascribed thereto in Section 5(g).

(n) "Interim Director" shall have the meaning ascribed thereto in Section 6(a).

(o) "Lot" shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Property (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.

(p) "Member" shall have the meaning ascribed thereto in Section 3(a).

(q) "Mortgage" and "Mortgagee" shall mean and refer also to a deed of trust and the trustee and beneficiary under a deed of trust, respectively.

(r) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable, but shall not mean or refer to any Mortgagee unless and until such Mortgagee has validly acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(s) "Permittees" shall have the meaning ascribed thereto in Section 2(b).

(t) "Plat" shall mean any final recorded subdivision plat of the Community, including, without limitation, that certain Plat referenced in Exhibit A, attached hereto, if any.

(u) "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(v) "Single Family Dwelling" shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

(w) "Stormwater Management Facilities" shall mean improvements and facilities designed to manage stormwater within the Community as approved by the Metropolitan St. Louis Sewer District ("MSD") in accordance with the Plat, the Stormwater Maintenance Agreement (as hereinafter defined), and the Stormwater Maintenance Operation Plan (as hereinafter defined).

(x) "Stormwater Maintenance Operation Plan" shall mean the maintenance manual for the Stormwater Management Facilities approved by MSD, a copy of which shall be kept on file in the Association's records.

(y) "Stormwater Maintenance Agreement" shall mean that certain Maintenance Agreement dated _____ and recorded in Book _____ at Page _____ in the St. Louis County Records.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Property subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against liens, foreclosure, and the acquisition of rights therein by the public and other third parties;

(ii) The right of the Directors to promulgate rules and regulations governing the use of the Common Properties;

(iii) The right of the Directors to suspend the voting rights and rights to use of any recreational facilities situated on the Common Properties by any owner or resident (A) for any period during which any Assessment remains unpaid, and (B) for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties, or grant such easements and rights of way in and to the Common Properties, to any Governmental Body or utility company subject to such conditions as may be reasonably necessary for the development of the Community. No conveyance or transfer of fee title to all or any of the Common Properties to any party other than a Governmental Body or utility company shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of Members at a meeting of the Members or consented to in writing and signed by Members holding at least eighty percent (80%) of the voting power pursuant to Section 6(k) hereof. The Directors may dedicate or transfer the streets to St. Louis County, the City or other applicable Governmental Body and grant easements over or otherwise affecting the Common Properties to any party at their sole discretion;

(vi) The right of the Declarant or other builder-developers to utilize the Common Properties for promotional purposes until development and sale of each Lot is complete;

(vii) The right of Owners to perpetual easements over any part of the Common Properties for such portion of their Single Family Dwelling that may overhang any Common Properties, and if ingress or egress is typically provided to a Single Family Dwelling over a particular portion of the Common Properties, then the right of said Owner of ingress and egress over such particular portion of the Common Properties;

(viii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Property; and

(ix) The right of the Directors and Declarant (during such time as Declarant owns a Lot) to annex additional residential property and Common Properties to the Community.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the Community and, at the discretion of the Board of Directors, may also be used by residents outside the Community ("Permittees"). If such Permittees are permitted to use the Common Properties:

(i) No Owner shall be denied the use of the Common Properties for any reason related to the extension of such privilege to the Permittees;

(ii) All rules and regulations promulgated pursuant to this Declaration with respect to the Owners shall be applied equally to the Owners;

(iii) All rules and regulations promulgated pursuant to this Declaration with respect to the Permittees shall be applied equally to the Permittees;

(iv) At any time after recording of this Declaration, a majority of the Owners, by election duly called, may elect to allow or disallow usage of the Common Properties by Permittees.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility provider, the Owner of a Lot being served, and the contractors and employees of such provider or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) There shall be and is hereby imposed on each Lot an easement for reasonable ingress and egress by or on behalf of the Owner of any adjoining Lot for the purpose of repair, maintenance or replacement of improvements on such adjoining Owner's Lot.

(f) Should any portion of any Single Family Dwelling or other improvement as originally constructed, or any planting or tree, overhang or encroach on an adjacent Lot, the Owner of any such Single Family Dwelling or other improvement, planting or tree shall have a license to enter upon such adjacent Lot for the purpose of necessary repair and maintenance of such overhanging or encroaching portion of such Single Family Dwelling or other improvement or to trim such overhanging or encroaching planting or tree. Should any portion of any Single Family Dwelling or other improvement as originally constructed overhang or encroach on an adjacent Lot ("Encroachment"), the Directors are hereby appointed as agent and attorney-in-fact (coupled with an interest) for and on behalf of each of the Owners affected by the Encroachment and may petition the proper authorities for a boundary line adjustment or request such variance as may be necessary ("Adjustment/Variance") to allow for said Encroachment and the Directors, as agent and attorney-in-fact, may also execute and file of record such easement or other necessary documents of record on behalf of each Owner to effectuate such Adjustment/Variance granted upon the determination and payment of reasonable compensation, if any, to the Owner affected by such change to be paid from funds assessed against the Owner benefiting therefrom. All Owners shall be bound by any resulting Adjustment/Variance granted.

(g) There have been or may be designated on the subdivision plat or plats subject hereto driveway easements for the joint and mutual use and benefit of the Lots on which they are located and the Lots to which they provide access from a street. Those easements are to be held by the respective Owners of each of those Lots, and their respective heirs, executors, administrators, successors and assigns as appurtenant to the Lot owned by each of those Owners. The Owners of each of those Lots shall be jointly responsible for the maintenance and repair of the driveway improvement located on each such easement and each such Owner shall pay an equal share of the cost of maintenance. In the event that any such driveway improvement is not kept in good repair, upon thirty (30) days' written notice by the Directors to each Owner, the Directors may cause such maintenance or repair to be provided and the reasonable cost thereof shall be a charge and lien against each Lot to which such driveway easement is appurtenant, in the amount of the equal portion of such cost allocated to such Lot. Said charge shall be enforceable in the same manner as herein provided in Section 5 hereof.

(h) There shall be and hereby is imposed a non-exclusive perpetual easement fifteen (15) feet in width along the rear lot lines and four (4) feet in width along the side lot lines of all Lots for drainage purposes. Without limiting the generality of any other provision of this Declaration, the Association may, but shall not be obligated to, maintain, clean and repair all such drainage easements, and is hereby granted easements in gross for ingress to and egress from such drainage easements and as otherwise required to perform the foregoing.

(i) There shall be and hereby is imposed a non-exclusive perpetual easement ten (10) feet in width along the rear lot line of all Lots for the construction and placement of a sight-proof privacy fence not to exceed six (6) feet in height as may be deemed necessary by the respective Declarant of said Lot for privacy screening and aesthetic improvement to the Community.

(j) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Directors and the Association, their successors and assigns, for ingress and egress to perform their obligations and duties as required by this Declaration as well as all maintenance, repair and other tasks which the Directors and Association have the right or discretion to perform hereunder. Should it be necessary on a non-emergency basis, to enter upon a Lot in order to maintain, service, improve, repair or replace any Common Properties, the exterior of any Single Family Dwelling, or any other item required or permitted to be maintained by the Association hereunder, employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner an order from the Association signed by one of the members of the Board of Directors or an agent of the Board of Directors. The Association shall specifically have the authority to enter any Lot, on an emergency basis, for the purposes of repairing, maintaining, servicing or replacing the sewers, other utilities, pipes and wires within or upon any Lot which serves another Single Family Dwelling or Lot, without the necessity of exhibiting an order from the Association. The determination of whether such an emergency exists shall be within the sole discretion of the Association, but it is anticipated that entering any Lot without an order from the Association shall only occur if the Owner is not present or reasonably available at the time such emergency occurs.

(k) The Property, including the Lots and Single Family Dwellings thereupon located, shall be subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, by this Declaration or by any Governmental Body, including, without limitation, any obligations or duties which may be helpful or necessary for the release of development escrows deposited with any such Governmental Body.

(l) There shall be and hereby are imposed non-exclusive, perpetual retaining wall access easements, and retaining wall and fence easements on the areas identified and depicted as such on the Plat, including, but not limited to, (i) specific areas on Lots 20 through 27; and (ii) specific areas on Lots 32, and 34 through 37 in favor of the Association for the purpose of constructing, maintaining, repairing and replacing retaining walls and fences, with the right of temporary use of adjacent ground not occupied by improvements for excavation and storage of materials during installation, repair or replacement of such retaining walls and fences.

(m) There shall be and hereby are imposed non-exclusive perpetual easements over areas identified and shown on the Plat as "Landscape Easement" and "Landscape and Fence Easement", including, but not limited to, specific areas on Lots 16 through 27, and Lots 3 through 12 in favor of the Association for the sole purpose of constructing, maintaining, and repairing such areas with vegetative landscaping and appurtenant landscape materials as approved by the City per City Ordinance 2060 and in accordance with the City of Wildwood's Tree Manual and Sustainable Planting Guide.

3. CREATION OF ASSOCIATION

(a) Every Owner of a Lot which is subject to assessment shall be a member of the Association (a "Member"). Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

(i) Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier to occur of:

(A) the total votes held by the Class A Members equaling the total votes held by the Class B Member;

(B) December 31, 2035; or

(C) When Declarant, in its sole discretion, so determines and declares in an instrument recorded in the St. Louis County Records.

4. DURATION

(a) The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of Members entitled to vote at a meeting of the Members, or the consent given in writing by Members holding at least eighty-percent (80%) of the voting power, pursuant to Section 6(k) hereof, may terminate the Declaration or release all of the Property restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same of record in the Office of the Recorder of Deeds of St. Louis County, Missouri, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

(b) In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as

tenants in common and shall dissolve the Association pursuant to the vote of the Members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties, and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common Properties regardless of whether such ownership is expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated. Any interest in real property which may vest at any time in the future as a result of this Declaration shall vest, if at all, within the longer of (i) 21 years of the death of the last to survive of the now living descendants of Barack Obama, 44th President of the United States of America, or (ii) such longer vesting period as is allowed by law.

## 5. COVENANT FOR MAINTENANCE ASSESSMENTS

(a) Except as set forth in Subsection 5(h), the Declarant, for each Lot within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, including, but not limited to, any charges or assessments created pursuant to Sections 5(d) and 5(e) below, and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of $500.00 for purposes of providing working capital for the Association; such assessment to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectable and enforceable in accordance with this Section 5 (all such assessments and charges being sometimes herein collectively referred to as "Assessments").

(b) Any and all Assessments, as provided in this Section 5, together with interest thereon at the Interest Rate and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such Assessment is made, which shall bind such Lot and its Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to Assessments which become delinquent thereafter, together with interest thereon and costs of collection thereof as hereinafter provided. Further recording of a claim for Assessment under this Section 5 is not required. The Association shall be entitled to enforce collection of any and all of such Assessments, interest and costs through enforcement of such lien, whether by foreclosure or otherwise. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Notwithstanding anything herein to the contrary, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such Assessment

shall not constitute a default under any federally insured mortgage. Furthermore, Mortgagees of any such financing on a Lot or improvements thereon shall not be required to collect, retain or escrow any Assessments as referenced hereinabove.

(c) The Assessments levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property or for maintaining the market value of the Property and in particular for the rendering of services in the furtherance of such purposes, including the carrying out of all functions herein authorized and required, and for the improvement, maintenance and operation of the Common Properties and all facilities thereon, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) As indicated in Section 5(a) above, in addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties or any easement, street, drive, walkway or other right-of-way provided for the benefit of the Lots subject hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by Members holding at least eighty percent (80%) of the voting power, pursuant to Section 6(k) hereof, or the approving vote of two-thirds (2/3) of the vote of each class of Members who are voting, in person or by proxy, at a meeting of the Members duly called for such purpose, written notice of which shall have been sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(i) In addition to other special assessments authorized by this Subsection (d), the Directors may make a separate special assessment, without a vote of the Members, for the construction, operation, maintenance, repair and replacement of sewer systems and creeks and other storm water control easements and facilities including, but not limited to, the Stormwater Management Facilities, and the retention and detention ponds. The special assessment provided for by this paragraph of Subsection (d) shall be allowed and applicable until the operation and maintenance of such sewer systems and such creeks and other storm water control easements and facilities have been accepted for maintenance by an appropriate Governmental Body or utility company.

(ii) In addition to other special assessments authorized by this Subsection (d), the Directors may also make a separate special assessment pursuant to this subparagraph of Subsection (d) as necessary for compliance with all subdivision and other ordinances, rules and regulations of the City or St. Louis County. Specifically, but not by way of limitation, the Board of Directors may make provisions for the maintenance and operation of all street lights, roadways, easements and utilities.

(iii) The provisions of this Section 5 with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(iv) The Directors are hereby authorized to make and collect a special annual assessment, without a vote of the Members, for maintenance of storm water facilities, including, but not limited to, the Stormwater Management Facilities.

(e) In addition, the Directors may levy a special assessment or charge against any Owner and any Lot(s) for all costs and expenses incurred, including costs of collection, interest, attorney's fees and other associated costs for purposes of (i) making repairs or maintenance to a Lot or improvements thereon, which repairs or maintenance the Owner has failed to make or which the Association or Board has the duty or right to make, (ii) for repairing any damage caused by an Owner or such Owner's employees, agents, invitees or tenants or (iii) removal of unapproved or unauthorized signage erected anywhere on the Property. Nothing herein shall be deemed to impose absolute liability without respect to fault or negligence upon the Owners for damage to the Common Properties or the Lots.

(f) Assessments shall be made in a manner and subject to the following procedure:

(i) As to annual assessments, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare proposed budget(s) for the upcoming assessment year taking into consideration all anticipated items of expense, including but not limited to reasonable amounts for Common Properties maintenance, roadway maintenance, and reasonable replacement and other reserves. Based upon the proposed budgets, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budgets or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association or the Common Properties, then the Directors may levy an additional supplemental assessment for the remainder of the assessment year in the amount

necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Subject to requisite Member approval as set forth herein, special assessments shall be made by the Directors upon at least thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any Assessment imposed by the Association, with the exception of a special assessment levied under Section 5(e) hereof, shall be equitably divided among all Owners on the basis of an equal amount allocated to each Lot.

(iv) Notice of any Assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of St. Louis County or any applicable municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(v) The failure or delay of the Directors to prepare or serve any budget or any Assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such Assessment whenever the same shall be made, and in the absence of any annual assessment or supplemental annual assessment, the Owner shall continue to pay at the then existing rate established for the previous payment.

(g) If any Assessment is not paid within thirty (30) days after the delinquency date, such Assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law (the "Interest Rate"), and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in Section 5(b) hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(h) The following properties subject to this Declaration shall be exempt from the Assessments and liens created herein:

(i) All Common Properties.

(ii) All properties exempt from taxation under the laws of the State of Missouri.

(iii) All Lots owned by Declarant or successor builder-developers before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale).

(iv) Any Lot subsequently added hereto, the Owners or residents of which are not eligible to use portions of the Common Properties, shall not be subject to assessment for such portions of the Common Properties.

(i) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(j) The liability for an Assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the Assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(k) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the Assessments provided for herein.

(1) This Section 5 does not prohibit the Association from taking a deed in lieu of foreclosure.

(m) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(n) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

## 6. SELECTION OF DIRECTORS, MEETINGS OF OWNERS

(a) The Board of Directors of the Association shall consist of three (3) members (each a "Director" and collectively the "Directors"). The original Directors are Jeff Schindler ("Director 1"), Jeremy Roth ("Director 2") and Clint Skibinski ("Director 3"). During the period of service of Director 1, Director 2, or Director 3 or their appointed successors ("Original Directors"), one or more shall be subject to removal, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Declaration cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may

petition the City Council of the City (and the City Council shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim ("Interim Director"). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Declaration.

(b) Until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed or sold in phases), which may be subject to this Declaration to persons or entities or other than a successor builder or developer, the following procedure for designating successor Directors shall be followed:

(i) After Declarant has sold and conveyed fifty percent (50%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 1, or his or her appointed successor Director shall resign and his or her successor shall be elected by the Members other than Declarant at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members other than Declarant under the provisions of Section 6(c) below.

(ii) After Declarant has sold and conveyed seventy-five percent (75%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 2, or his or her appointed successor Director shall resign and his or her successor shall be elected by the Members other than Declarant at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members other than Declarant under the provisions of Section 6(c) below.

(iii) After Declarant has sold and conveyed one hundred percent (100%) of the Lots which may be subjected to this Declaration to persons other than a successor builder or developer, Director 3, or his appointed successor Director shall resign and his or her successor shall be elected by the Members of the Association at a special meeting of the Members to be called thereafter, such successor being the nominee receiving the highest number of votes cast. Such Director shall serve as Director until all Directors are elected by Members of the Association under the provisions of Section 6(c) below.

(iv) Declarant, in its sole discretion, may (but shall not be required to) appoint a second or third Director from the membership of the Association prior to the time designated for election of a second or third Director as set out in Sections 6(b)(ii) and (iii) above. In anticipation of the Declarant exercising this option, the Association may call a special election in accordance with the provisions of this Declaration to elect an Owner or Owners to be the nominee(s) for Director(s) to be appointed by the Declarant under the provisions of this subsection (iv). If the Association fails or refuses

to elect the nominee(s) for the Director(s) to be appointed, then Declarant shall have the right to appoint any Member(s). In the event the Declarant does appoint such second or third Director(s) prior to the time set forth in Sections 6(b)(ii) and (iii) above, then such nominee(s) or Member(s) shall become Director(s) with full powers and shall not be subject to removal by the Declarant, just as if such person(s) were elected pursuant to the provisions of Sections 6(b)(ii) and (iii), and no Director(s) shall be elected by the Members under the provisions of Sections 6(b)(ii) and (iii) and the appointed person(s) shall serve as Director(s) until all Directors are elected by the Owners under the provisions of Section 6(c). If the Declarant chooses to exercise its option to appoint Director(s) pursuant to this subsection (iv), it shall do so by recording a written instrument evidencing the exercise of such option in the St. Louis County, Missouri land records.

(c) After Declarant has sold and conveyed all of the Lots which may be subjected to this Declaration other than to a successor builder or developer, the following procedure shall be followed:

(i) All of the then-acting Directors shall resign; and

(ii) At a special meeting of the Members, three (3) Directors shall be elected, one for a term of three (3) years, one for a term of two (2) years and the third for a term of one (1) year.

(iii) After the expiration of the term of office of the Directors elected as provided in Section 6(c)(ii), each successor Director must be a Member, and shall be elected by Members, and each such successor Director shall serve for a term of three (3) years so that the terms shall be continuously staggered, one (1) Director being elected at each annual meeting of the Members.

(d) Following each annual meeting of the Association as provided for herein, the Directors shall designate one (1) Director to serve as President, one (1) Director to serve as Vice-President, and one (1) Director to serve as Secretary/Treasurer, until the time of the next following annual meeting. The Vice-President of the Association shall also serve as the "Stormwater Manager" pursuant to the Stormwater Maintenance Operation Plan.

(e) There shall be an annual meeting of the Association (subject to the provisions of Section 6(j) hereof) to be held after 5:00 p.m. on the second Wednesday of March of each year during the term of this Declaration, said meeting to be held at a convenient place in the County of St. Louis, and there may be special meetings of the Association as may be called by any one of the Directors, also to be held at a convenient place in the County of St. Louis. No less than ten (10) days' notice in writing to each Member of the time and place of any annual or special meeting shall be given by the Directors or by the Director calling said meeting, by depositing same in the United States mail, properly addressed to the address shown on the real estate tax assessment records for each Owner and with postage prepaid. The successor to an elected Director whose term has expired shall be elected at the special meeting called for that

purpose. Subject to the provisions of Section 3(b) above, at any annual or special meeting each Lot shall be entitled to one (1) vote and any action or proposal to be approved shall require approval by a majority of votes cast at such meeting. Any vote may be cast in person or by proxy. Any designation of a proxy shall be on a form approved by the Directors and shall be filed with the Directors at least forty-eight (48) hours before any meeting at which such proxy will vote. Any Member who has failed to pay any Assessments due and payable shall not be entitled to vote at any annual or special meeting provided for herein. The person or persons receiving the highest number of votes cast shall be deemed elected and shall, upon his, her or their acceptance in writing, at once and by force of this Declaration imposed, succeed to, be vested with, and possess and enjoy all of the rights, interests, privileges and powers granted by this Declaration to the Directors. In the event that any Director elected hereunder shall die or become unable for any reason, to discharge the duties or avail himself or herself of or exercise the rights and powers herein granted or bestowed upon him, her or them as Directors under this Declaration, then and thereupon, it shall be the duty of the remaining Directors to select a successor to carry out the duties of such Director for the remainder of such Director's term.

(f) If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of the Association, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the board of directors of that corporation designates in writing. A partnership or limited liability company, if an Owner, shall act through a partner or member or manager, as applicable, as designated by the partnership or company in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the beneficiaries of such trust shall designate in writing which trustee shall be entitled to vote.

(g) All Directors, except Interim Directors and the Original Directors, shall be Owners. If any Owner is a corporation, partnership, limited liability company or trust, then any partner, officer, director, member, manager, employee or agent of such corporation, partnership or company or trustee of such trust may be a Director.

(h) No business may be transacted at any meeting (special or general) at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Members in attendance at the beginning of the meeting represent at least ten percent (10%) of the votes of each class of Members eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either:

(i) Give another notice of the meeting indicating the proposed business or purpose and if such meeting is held within thirty (30) days of the date of the first meeting at which there was no quorum, then there shall not be a quorum requirement to transact the proposed business at such second meeting; or

(ii) Take a vote of the Association on any proposed business by written ballot of the Members in lieu of a meeting.

(i) A quorum is present at a meeting of the Directors if a majority of the Directors are in attendance. All actions of the Directors shall be by majority vote. The Directors may take action by majority vote on written ballots or by unanimous consents in lieu of a meeting.

(j) For the period from the date of execution hereof until such time as there are fewer than two Original Directors still serving, at the option of the then existing Directors, no annual meeting of the Association shall be held. During such period, the Directors may appoint an advisory board consisting of Owners. The number of members of such advisory board shall be the number deemed appropriate by the Directors from time to time. The members of such advisory board shall serve at the will of the Directors. The advisory board shall be formed for the purpose of reporting to and advising the Directors concerning the status and operation of the Property. Such advisory board may hold informal meetings of its members if so desired by the advisory board, but such meetings are not required.

(k) Notwithstanding anything contained herein to the contrary, any action required or permitted to be taken herein by approval of the Members may only be taken without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the voting power. The action must be evidenced by one or more written consents, signed by Members representing at least eighty percent (80%) of the voting power and delivered to the Association. Such written consents shall be filed by the Secretary with the minutes of the proceedings of the Members and shall have the same force and effect as a vote at a meeting duly held. Written notice of such Member approval shall be given to all Members who have not signed a written consent. If written notice is required because consents have not been received from all of the Members, such Member approval shall be effective ten (10) days after such written notice is given.

## 7. RESERVATION OF EXPENDITURES

The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Property.

## 8. ARCHITECTURAL CONTROL

(a) From and after such time as a Lot becomes subject to assessment as provided herein, the Owner thereof shall not cause or allow any (i) building, fence, wall, driveway or other structure or improvement of any sort to be commenced, erected or maintained thereon; (ii) exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon to be made; (iii) removal of any tree with a three-inch or greater caliper; or (iv) change in grade or slope thereof, until all plans and specifications showing (as applicable) the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, entrances and driveways, and configuration of all improvements upon such Lot shall have been submitted to and approved by the Directors. All decisions rendered by the Directors shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. With respect to architectural approvals, the Directors, at their option, may appoint an architectural approval committee comprised of not less than three nor more than five Owners to review all proposed construction and submit non-binding recommendations of approval or disapproval of the same to the Directors. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions. The Owner shall, after obtaining the approvals required by this Declaration, obtain and maintain in effect all necessary permits and approvals from any and all applicable Governmental Bodies prior to commencing any such improvements and modifications and the same shall be completed in accordance with this Declaration and applicable laws and ordinances. The Owner shall also bear the responsibility for the maintenance of any Owner-constructed improvement authorized under this Section 8. The Association shall not be liable for any damage, loss or prejudice suffered or claimed by any Owner, its agents or any other person or entity on account of: (1) the approval or disapproval of any improvements or modifications under this Section 8, or any plans, contracts, bonds, contractors, sureties or other matters in connection therewith; (2) the construction or performance of any work, whether or not pursuant to approved plans; (3) any Owner's or any other person's or entity's failure to obtain the proper permits and approvals; or (4) the compliance of any improvements or modifications with applicable codes.

(b) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(c) All additions, alterations and improvements to or on the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association; and all additions, alterations and improvements to or on the Lots shall not cause any increase in the premiums of any insurance policies carried by the Owners of any Lots other than those requesting or approving such change.

## 9. ASSOCIATION DUTIES AND POWERS

Association Rights and Responsibilities. The Association, acting by and through the Directors, shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Property, to grant such easements and rights-of-way over the Common Properties to such utility companies or Governmental Bodies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To maintain, repair and replace any improvements on Lots which have been neglected and to charge the Owner thereof with the reasonable expense incurred, which shall be a lien against the Lot owned by such Owner and improvements thereon pursuant to Section 5(e) hereof.

(c) To exercise such control over the easements, streets, drives, trail systems, retaining walls, walkways and rights-of-way within the Common Properties that have not been accepted for maintenance by an applicable Governmental Body or utility company, as is necessary to maintain, repair, supervise and insure the proper use thereof, including the right (for the Association and others to whom the Association may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, retaining walls, walkways and rights-of-way, any of the following: street lights, sewers, pipes, poles, wires and other facilities and utilities for service to the Lots. Pursuant to the Plat, Stella Cherry Way and Sweet Cherry Way within the Community are alleys that are dedicated to the Association, therefore, the Association shall be responsible for maintenance of such alleys as shown and described on the Plat, and shall have the discretion to provide snow clearing (but not ice clearing or removal) in the event of a snow fall accumulation of two inches or more, to the extent reasonably practical (by plowing, blowing, or shoveling) from said alleys.

(d) To establish traffic regulations for the use of the streets, drives and walkways in the Community, and to operate and maintain a system of street lights and pay electric utility payments on the system at such time as the system is completed and delivered to the Directors, and to operate and maintain any storm water control facilities, including lakes and other detention or retention areas, serving any portion of the Property, which have not been accepted for maintenance by an applicable Governmental Body or utility company.

(e) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(f) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an applicable public entity and to grant easements to any party over or otherwise affecting Common Properties.

(g) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(h) To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected Lot in the Community, and to charge the Owner of such Lot with the reasonable expense so incurred, which shall be a lien against such Lot and the improvements thereon. The Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

(i) At the discretion of the Directors, to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Property, and for any Owners, or Owners' principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, and each of Owners' principals, shareholders, partners, agents, family members, licensees, invitees and guests, hereby releases and holds harmless the Declarant (including <u>any</u> successor builder or developer) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death resulting in any way, due to the existence or level of security provided with respect to the Property.

(j) To enter into contracts, employ agents and other employees as the Directors deem necessary or advisable in exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, and to employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(k) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

(l) With regard to all property, real, personal or mixed, owned or held by the Association, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Association's powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description.

(iii) Borrow money, including making a permanent, temporary or construction loan; make and execute promissory notes or incur liabilities and obligations with respect thereto; and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto is repaid.

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with such property, in all respects, limited only as provided in this Declaration or by law.

(m) In the event it becomes necessary or desirable for any Governmental Body to acquire all or any part of the Common Properties for any public purpose, the Directors are hereby authorized to negotiate with such Governmental Body for such acquisition and to execute such instruments as may be necessary for conveyance to such Governmental Body subject to the provisions of Section 2(a)(v). Should acquisitions of Common Properties by eminent domain become necessary, only the Association need be made a party, and subject to the reservation by Declarant, as provided in Section 7 hereof, any monies, damage payments or condemnation award shall be held by the Association for the benefit of the Owners of the Lots subject hereto.

(n) The Association shall deposit Association funds in a state or national bank protected by the Federal Deposit Insurance Corporation.

(o) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Association and the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(p) Notwithstanding any other condition herein, the Association shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City and St. Louis County, as applicable, and any other Governmental Body of which the Property may become a part. Specifically, and not by way of limitation, the Association shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted for maintenance by a Governmental Body or utility company.

(q) At the discretion of the Directors, the Association may enter into licensing agreements with commercial entities for the management and operation of any portion of the Common Properties, including, without limitation, any recreational facilities and any related concessions, for the benefit of the Owners and residents of the Property.

(r) The Association shall have the power to erect ornamental entrance monuments or signs in the Common Properties or within easements on Lots. In addition, the Association, with approval from applicable Governmental Bodies, shall have the power to erect such monuments or signs on the street corners or median within the street right-of-way, and in adjacent easements as may be shown on any recorded subdivision plat of the Property. The Association shall have the duty to maintain and repair such monuments, together with all related equipment, utility facilities and landscaping.

(s) The Association may remove any signage erected or constructed anywhere within the Property which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

(t) The Association shall maintain, repair and replace the Stormwater Management Facilities in accordance with the Stormwater Maintenance Operation Plan and the Stormwater Maintenance Agreement.

(u) The Association shall be responsible for maintenance of the retaining walls and fences installed by Declarant and/or the Association that are located within retaining wall and fence easements referenced in Section 2(l) above and shown on the Plat.

(v) The Association shall maintain, repair and replace the landscaping installed by Declarant and/or the Association that is located within the landscape easements or landscape and fence easements as referenced in Section 2(m) above and shown on the Plat.

(w) The Association shall maintain, repair and replace the parking areas located within the Common Properties.

(x) The Association shall maintain, repair and replace the mailboxes.

10. USE RESTRICTIONS

(a) The following restrictions shall apply to all portions of the Property, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, and their grantees, lessees, successors and assigns, covenants that:

(i) No building or structure shall be used for a purpose other than that for which the building or structure was originally designed, without the approval of the Directors. No residence, other than one Single Family Dwelling, may be constructed on each Lot.

(ii) No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the conduct of promotional activities by the Declarant, or any successor builder-developer, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(iii) No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that is or may become a nuisance or annoyance to the neighborhood.

(iv) Each Owner shall maintain and keep his or her Lot in good order and repair.

(v) No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind, shall be brought onto or kept on any portion of the Property, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) and aquariums may be kept or maintained on any Lot. The keeping of any pet which by reason of its noisiness or other factor is a nuisance or annoyance to the neighborhood is prohibited.

(vi) No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit (A) Owners from placing one "For Sale" or "For Rent" sign (not to exceed 2 feet x 4 feet in dimension) on a Lot or (B) signs erected or displayed by Declarant or by successor builder-developers in connection with the development of the Property and the sale, rental, or construction of improvements on the Lots.

(vii) No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No outbuildings, detached garages, sheds, shacks or structures whether of temporary character or not, other than the residences constructed on Lots, shall be constructed or maintained on any Lot in any portion of the Property.

(viii) No clothesline, and no above-ground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property, and no inground swimming pools shall be allowed, constructed or placed upon any Lot in any portion of the Property without the prior written approval of the Directors.

(ix) (A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Directors as to location, material and height, and the decision of the Directors to approve or reject a fence shall be conclusive. Nothing herein contained shall (i) prevent placement of fences by the Association on the Common Properties or (ii) affect or limit the rights of Declarant to erect privacy fences pursuant to Section 2(i)

hereof. The Board may require an application be submitted setting forth the proposed location, material and height of all such fences.

(B) The Directors' review of all fences for approval shall assure that such fences adhere to the following standards and requirements unless the applicant can demonstrate to the satisfaction of the Directors that strict adherence to such standards and requirements would (i) create an undue hardship on the applicant; and (ii) approval would be in the best interests of the subdivision, in which case the Directors are authorized to approve fencing which does not strictly conform to the following requirements:

(1) Maximum height for full perimeter fencing shall be forty-eight inches (48").

(2) Fencing shall only enclose the rear yards of any residence. Rear yard fencing shall be run the full perimeter of the yard and no fencing shall be erected or maintained on any Lot between the rear of the residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot corners. With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Directors.

(3) All fencing shall be:

(a) Wrought iron or aluminum simulated wrought iron; or

(b) Picket style made of vinyl;

(4) All fencing shall be made only of the following materials:

(a) Wrought iron or aluminum simulated wrought iron; or

(b) Vinyl.

(5) Vinyl board fencing may have a picket width up to a maximum of six inches (6"). The minimum open space between pickets must be three inches (3") regardless of the picket width.

(6) All fences shall be installed with the good side facing out.

(7) The Directors, in their discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(8) The Directors may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Directors' discretion to comply with all laws and code and to prevent hardship.

(9) All fence posts shall be anchored in a base of concrete at least one foot six inches (1'6") into the soil.

(10) Notwithstanding any provision hereof to the contrary, with the prior written consent of the Architectural Committee, a six foot (6') privacy or "shadow box" fence may be placed along the border of a busy street or to screen an adjacent parcel of property not within the Community. In such event, the fencing on all Lots bordering such area shall be of the same style, material and configuration.

(11) Within one (1) year following the erection of a fence, the Directors may, in their sole discretion, require the Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

(x) Nothing contained in this Declaration shall restrict, limit, inhibit or prevent the Declarant, its successors or assigns from developing the Property and building residences and selling the same.

(xi) No Lot may have an exterior solar collector system, wind generator system, or any similar type system or appliance without Director approval pursuant to Section 8 hereof.

(xii) No exterior television, radio aerial, antenna, receiving dish, satellite dish, or any other device for the reception or transmission of radio or television or other electronic signals (hereinafter referred to as "Antenna") shall be erected or maintained on any Lot or upon the exterior of any dwelling or the Common Property except with the prior written approval of the Directors. The Directors or their designated committee shall approve an application for the installation of an Antenna only upon the following conditions:

(A) No more than one Antenna shall be allowed per Lot.

(B) The Antenna shall be for the personal use of the Owner or resident.

(C) The Antenna shall not be visible from the street towards the dwelling (including the street view of dwellings on corner Lots).

(D) The Lot Owner shall satisfy one of the following:

(1) The Antenna shall not be visible from the neighboring Lots, streets or common areas; or

(2) The Antenna shall be disguised to resemble and in fact shall be visually indistinguishable from structures, devises or improvements otherwise allowed in the Community or by this Declaration.

(E) The Antenna shall not pose any known or verifiable hazards to the health of the residents of the Lot or the neighboring Lots. The Directors may require, in their sole discretion, that certain tests be performed on the Antenna at the expense of the Lot Owner at any time before or after the installation of the Antenna.

(F) The Directors or their designated committee shall have the power to require such specific forms of screening (fencing, shrubbery, etc.) as the Directors deem appropriate in order to effectuate the intent of this Section.

(G) All installations must comply with applicable local zoning requirements and building codes.

(H) The Directors reserve the right to require any repair, maintenance, additional landscaping or testing to the Antenna at any time after the installation thereof. Failure to comply with this Section shall be enforceable by a schedule of fines as published by the Directors from time to time. Said fines shall be collected and enforced in the same manner as an Assessment. The Directors shall have the further right to take such action to enforce this Section with all remedies available to it at law or in equity.

(I) The granting of the written permission to install the Antenna pursuant to this Section shall be a revocable license issued by the Directors to the Lot Owner and such Owner's successors, which may be revoked if the Lot Owner does not remain in compliance with the terms of this Section as amended from time to time.

(xiii) No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the consent of the Directors. This provision shall not, however, require the consent of the Directors for the sale of an entire Lot as shown on a final recorded subdivision plat.

(xiv) Personal property, including, without limitation, boats, trailers, trucks with a gross vehicle weight in excess of five (5) tons, campers and recreational vehicles, shall not be placed or stored permanently or temporarily in the open or in an unenclosed carport on any Lot, nor shall they or any motor vehicle of any type or description (including motorcycles and motor scooters) be parked for any time on the unpaved portion of any Lot or on any street "overnight." Without limiting the generality of the foregoing, no motor vehicles and/or personal property may be parked or stored overnight on streets within the adjacent community known as "The Meadows at Cherry Hills". For purposes hereof, overnight shall be defined as being any time between the hours of 12:00 A.M. and 8:00 A.M. Further, all motor vehicles and all personal property are prohibited from parking and/or being stored, at any time, on Cherry Hills Meadows Drive.

(xv) No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot, but shall be kept secured within the improvements located on each Lot; provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

(xvi) All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or developer or by a contractor hired by the Association. No Owner or occupant of any Lot in the Property shall construct any water or other sewer system on the Property, other than a lawn sprinkler system servicing a single Lot.

(xvii) No motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Property. No abandoned cars, motorcycles, jeeps, trucks or other motor vehicles of any kind whatsoever that are unable to move under their own power and no mobile homes, campers, buses, boats or boat trailers may be stored or suffered to remain upon any of the Common Properties or the Lots other than in an enclosed garage.

(xviii) No activity shall be conducted or permitted on the Common Properties which would create a nuisance, disturbance or excessive noise or commotion. The Association shall have the right to prohibit, restrict and prevent such gatherings or assemblies of individuals on the Common Properties under such reasonable rules and regulations as the Association, in its sole discretion, may from time to time determine.

(xvix) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property. No above ground gas or propane storage tanks shall be permitted upon or in any Lot or portion of the Property.

(xx) No above-ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island or median strip without the written approval of the City / St. Louis County Department of Highways and Traffic and other applicable Governmental Bodies.

(xxi) No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic.

(xxii) The Board may require a reasonable deposit in connection with the proposed erection of any building or structure on the Property approved in accordance with this Declaration, in order to provide that upon completion of the project, all debris shall be removed from the site and from adjacent Lots and parcels, and that any and all damages to subdivision improvements shall be repaired.

(xxiii) All driveways serving Single Family Dwellings shall be concrete. The Owners must keep such driveways in good repair and in their natural color. The Board may require a driveway to be replaced if the Owner of the Single Family Dwelling has not kept such driveway in good condition and in its natural color. If the Board deems it necessary, the driveway shall be replaced and the Owner shall reimburse the Association for such expenses. If the Owner fails to promptly reimburse the Association for such expenses, the Association may place a lien against the Owner's Lot in accordance with Section 5.

(xxiv) No yard appurtenances such as sculptures, bird baths, lawn ornaments or similar personal property items or fixtures shall be placed upon any portion of the Common Properties or any exterior portion of a Lot.

## 11. LEASES

Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors' approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Association shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Missouri. The Directors and the Association shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease or the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of one (1) year.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

12. GENERAL PROVISIONS

(a) Successor Developers. Any subsequent builder or developer shall be responsible in the same manner as Declarant with respect to that portion of the Property developed by said builder/developer for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) Miscellaneous. The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the Interest Rate provided in Section 5(g) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner and such Owner's heirs, successors and assigns. The lien shall be enforceable and governed by Section 5 of this Declaration.

(c) Amendment of Declaration. So long as Declarant owns a Lot, Declarant shall have the right from time to time to unilaterally amend, modify or change this Declaration and the provisions herein, including the right to add new burdens or restrictions on Owners and Lots, by recording such amendment in the Office of the Recorder of Deeds of St. Louis County, Missouri. So long as Declarant owns a Lot, this Declaration may not be amended, modified or changed without the prior written consent of Declarant. All amendments to this Declaration shall be submitted to and approved by the City's Director of Planning as to legal form and compliance with the regulations of Section 415.570 of the City Code prior to recording of such amendment. After Declarant no longer owns a Lot, subject to the requirements of Section 4, this Declaration and any part thereof may be altered or amended, and new burdens or restrictions on Owners and Lots may be added, by a written agreement approved by the vote of two-thirds (2/3) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power pursuant to Section 6(k) hereof; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for St. Louis County, Missouri, shall become a part of the provisions and restrictions of this Declaration. In addition, so long as Declarant owns a Lot, the Directors may amend this Declaration and may add new burdens or restrictions on Owners and Lots by written amendment signed by two-thirds (2/3) of the Directors and recorded with the Office of the Recorder of Deeds for St. Louis County, Missouri. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) Assignment of Declarant Rights. Declarant shall have the right to assign the rights herein reserved or granted to Declarant.

(e) Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of St. Louis County.

(f) Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) Continuation of Declarant's Development Rights. In the event that the Declarant exercises its option to appoint a second and/or third Director nominated by the Association as set out in Section 6(b)(iv) above thereby giving the Association control of the Directors, the Declarant and successor builder-developers shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Property until such development is completed. The Directors shall not interfere with the orderly development of the Property or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of

Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent (100%) of the Lots to persons or entities other than a successor builder or developer. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors due to accelerated appointment pursuant to Section 6(b)(iv) and prior to the date Declarant has sold and conveyed ninety-five percent (95%) of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or developer, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant or any successor builder-developer owns any Lot in the Property.

(h) Headings. The captions and headings of this Declaration are for the convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) FHA/VA Restrictions. The following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration to the extent such agency(ies) insure, guaranty, or hold any debt secured by a mortgage, deed of trust or other security interest encumbering a Lot and such consent is required by such agency(ies): annexation of additional properties and dedication of additional Common Properties.

(j) No Forfeiture of Declarant's Rights. Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(k) Release or Addition of Property. Declarant, so long as Declarant owns a Lot, and the Directors, at any time, shall have the right, without consent of the Directors (in the case of Declarant) or Owners, to amend the Declaration to delete any portion of the Property subject hereto which is owned by Declarant (provided Declarant approved such deletion in writing) or add any property to the Property subject hereto which is contiguous to the Property and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant or the Directors, as the case may be.

(l) Condemnation. In the event it becomes necessary for any public agency to acquire all or any part of the property herein conveyed to the Directors or Association, for any

public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Association needs be made a party, and in any event, the proceeds received shall be held by the Association for the benefit of those entitled to the use of the common property, roads or easements.

(m) General Disclaimer. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within the Community nor shall they be liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of measures undertaken, if any. All members, Owners and occupants of any Lot, and all tenants, guests and invitees of any Owner, acknowledge that the Association, its board, and Declarant, do not represent or warrant that (i) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, designated, operated, or installed according to guidelines established by Declarant or the Association may not be compromised or circumvented (ii) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, will prevent loss; or (iii) any fire protection system, burglar alarm system, gatehouses, roving patrol, electronic monitoring system or other such systems, if any, will in all cases provide the detection or protection for which the system is designed or intended. Each member, Owner and occupant of any Lot, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, and Declarant, are not insurers and that each member, Owner and occupant of any Lot and each tenant, guest and invitee of any member or Owner assumes all risks of loss or damage to person or property. All Owners hereby agree to hold Declarant (and their subsidiaries and affiliated entities), the Association and their successors and assigns, officers, directors, governors, agents and employees, harmless from any injuries, damages, losses, or claims arising from or in connection with the occurrence of any criminal or other unlawful activity of such Owner. Declarant, and Association and their successors and assigns, officers, directors, governors, agents, and employees, shall not be bound by any prior or present terms, statements, representations, conditions, obligations or warranties, oral or written, implied or express, including, but not limited to, the implied warranties of habitability, merchantability and fitness for a particular purpose, which are not contained in this Declaration. Neither Declarant, nor the Association are responsible for the security of the Owners and their family members, tenants, invitees, licensees and guests and the guests, invitees and licensees of their tenants. All Owners are advised to notify the appropriate police or sheriff's department of any and all health and property emergencies in the Community.

(n) Recitals and Exhibits. Each recital set forth and exhibit referenced in this Declaration is incorporated herein and is a part of this Declaration.

*[signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

DECLARANT:

MCBRIDE TOWN CENTER, LLC
a Missouri limited liability company

By:_____

CONSENT OF THE DIRECTORS OF THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION, a Missouri nonprofit corporation

Director 1:

_____
Jeff Schindler

Director 2:

_____
Jeremy Roth

Director 3:

_____
Clint Skibinski

Being all of the Directors of the Association

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

On this _____ day of _____, in the year 2015, before me, _____, a Notary Public in and for said State, personally appeared _____ of McBride Town Center, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

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

On this _____ day of _____, 2015, before me personally appeared Jeff Schindler, to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri nonprofit corporation, and that the foregoing instrument was signed in behalf of said nonprofit corporation by authority of its Directors, and said Jeff Schindler acknowledged said instrument to be the free act and deed of said nonprofit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

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

On this _____ day of _____, 2015, before me personally appeared before me personally appeared Jeremy Roth to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri nonprofit corporation, and that the foregoing instrument was signed in behalf of said nonprofit corporation by authority of its Directors, and said Jeremy Roth acknowledged said instrument to be the free act and deed of said nonprofit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

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

On this _____ day of _____, 2015 before me personally appeared Clint Skibinski, to me personally known, who, being by me duly sworn, did say that he is a Director of The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri nonprofit corporation, and that the foregoing instrument was signed in behalf of said nonprofit corporation by authority of its Directors, and said Clint Skibinski acknowledged said instrument to be the free act and deed of said nonprofit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

**EXHIBIT A**
**LEGAL DESCRIPTION**

**(insert metes and bounds)**

**Also known as The Manors at The Meadows at Cherry Hills, according to the plat recorded in Plat Book _____, Page _____ of the St. Louis County, Missouri Records.**

## COVER PAGE

## GENERAL WARRANTY DEED

| | |
|---|---|
| **Date:** | _____, 2015 |
| **Grantor:** | McBride Town Center, LLC, a Missouri limited liability company |
| **Grantor's Address:** | 16091 Swingley Ridge Road, Suite 300<br>Chesterfield, Missouri 63017 |
| **Grantee:** | The Manors at The Meadows at Cherry Hills Homeowners' Association, a Missouri non-profit corporation |
| **Grantee's Address:** | 16091 Swingley Ridge Road, Suite 300<br>Chesterfield, Missouri 63017 |
| **Legal Description:** | The property legally described on Exhibit A attached hereto |

This cover page is attached solely for the purpose of complying with the requirements stated in the Missouri Recording Act, §§ 59.310.2 and 59.313.2, RSMo. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached General Warranty Deed. In the event of a conflict between the provisions of the attached General Warranty Deed and the provisions of this cover page, the attached General Warranty Deed shall prevail and control.

# GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, is made and entered into as of the ____ day of _____, 2015 by and between MCBRIDE TOWN CENTER, LLC, a Missouri limited liability company, whose address is 16091 Swingley Ridge Drive, Suite 300, Chesterfield, Missouri 63017 ("**Grantor**"), and THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION, a Missouri non-profit corporation, whose address is 16091 Swingley Ridge Drive, Suite 300, Chesterfield, Missouri 63017 ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee, the real estate situated in the County of St. Louis, State of Missouri described on Exhibit A attached hereto and made a part hereof (the "**Premises**").

SUBJECT TO: (a) easements, plats, restrictions, declarations, reservations, and agreements of record, if any; (b) general taxes for the calendar year 2015 and thereafter, and special taxes becoming a lien after the date of this General Warranty Deed; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD, the same together in trust in accordance with and pursuant to The Manors at The Meadows at Cherry Hills Declaration of Covenants, Conditions and Restrictions recorded in the Recorder's Office of St. Louis County, Missouri on _____, 201___, as Daily No. _____, together with all rights and appurtenances to the same belonging unto Grantee and to its successors and assigns for the sole benefit, use and enjoyment of the lot owners and tenants, present and future, of The Manors at The Meadows at Cherry Hills subdivision development (the "**Subdivision**") in the City of Wildwood created by Plat recorded in the Recorder's Office of St. Louis County, Missouri in Book _____, Page _____, on _____, 2015, until such time as such plat may be vacated by the City of Wildwood or its successors, at which time fee simple title to the Premises shall thereupon vest in the then lot owners of the Subdivision as tenants in common, but the rights of such co-tenants shall only be appurtenant to and in conjunction with their ownership of lots in the Subdivision, and any conveyance or change of ownership in any lot in the Subdivision shall carry with it ownership in the Premises so that none of the owners of lots in the Subdivision and none of the owners of the Premises shall have such rights of ownership as to permit them to convey their interests in the Premises except as an incident to the ownership of a platted lot, and any sale of any lot in the Subdivision shall carry with it all incidents of ownership of the Premises. Any interest in real property which may vest in the future as a result of this General Warranty Deed, shall vest, if at all, within 21 years of the death of the last to survive of the now living descendants of Barack Obama, President of the United States of America, or such longer vesting period as is allowed by law.

In the event it shall become necessary for any public agency to acquire all or any part of the Premises for any public purpose, the then appointed Directors of Grantee are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only The

Manors at The Meadows at Cherry Hills Homeowners' Association needs to be made a party to such proceedings, and in any event the proceeds received shall be held by The Manors at The Meadows at Cherry Hills Homeowners' Association for the benefit of those entitled to the use of the Premises, including the common property, roads and easements thereon.

Grantor hereby covenants that it, and its successors and assigns, shall and will warrant and defend the title to the Premises unto the Grantee and to its successors and assigns forever against the claims of all persons whosoever, except as set forth in this General Warranty Deed.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

**MCBRIDE TOWN CENTER, LLC,**
**a Missouri limited liability company**

By:_____

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

On this _____ day of _____, in the year 2015, before me, _____, a Notary Public in and for said State, personally appeared _____, the _____ of McBride Town Center, LLC, a Missouri limited liability company, known to me to be the person who executed the within deed in behalf of said limited liability company and acknowledged to me that she/he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My commission expires:

## EXHIBIT A

## PREMISES

**The Common Ground as shown on the "The Manors at The Meadows at Cherry Hills" plat recorded in Plat Book _____ at Page ____, on _____, 2015 of the St. Louis County, Missouri Records.**

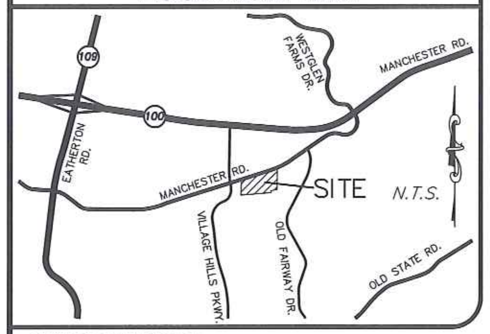
# THE MANORS AT THE MEADOWS AT CHERRY HILLS

*TWO TRACTS OF LAND BEING ALL OF ADJUSTED PARCEL A AND ADJUSTED PARCEL C OF "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12, TOWNSHIP 44 NORTH - RANGE 3 EAST" (P.B. 322, PG. 42)*

*CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI*

*ZONING: R4 7,500 SQ. FT. RESIDENCE DISTRICT WITH PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD) (ORD.# 2060)*

## LOCATION MAP




## ABBREVIATIONS

| | | | |
|---|---|---|---|
| FND: | FOUND | N/F | NOW OR FORMERLY |
| L= | LENGTH OF ARC | D.B. | DEED BOOK |
| R= | RADIUS OF ARC | P.B. | PLAT BOOK |
| CONC. | CONCRETE | PG. | PAGE |
| ASPH. | ASPHALT | EX. | EXISTING |
| (R) | RECORD BEARING/DISTANCE | ESMT. | EASEMENT |
| (S) | SURVEYED BEARING/DISTANCE | TYP. | TYPICAL |
| | | L.W. | LOT WIDTH |

P.R.I.M.U.S.S.E. – PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER AND SIDEWALK EASEMENT

## LEGEND

▲ PERMANENT MONUMENT ( IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(5/8" I.ROD W/ ALUMINUM CAP) (2 MONUMENTS)

● SEMI-PERMANENT MONUMENT ( IN ACCORDANCE WITH MO MINIMUM STANDARDS)-(1/2" I.ROD W/ PLASTIC CAP) (24 MONUMENTS)

## OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE MANORS AT THE MEADOWS AT CHERRY HILLS". CHERRY HOLLOW COURT (40' WIDE), AND THE 11-FEET WIDE ROADWAY WIDENING STRIP ALONG MANCHESTER ROAD, TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT STREET INTERSECTIONS, WHICH FOR BETTER IDENTIFICATION ARE SHOWN "HATCHURED" (////////) ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD FOR PUBLIC USE FOREVER. STELLA CHERRY WAY (22' WIDE) AND SWEET CHERRY WAY (22' WIDE), TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AND STREET INTERSECTIONS, WHICH FOR BETTER IDENTIFICATION ARE SHOWN "CROSS-HATCHURED" (XXXXXXXX) ON THIS PLAT, ARE HEREBY DEDICATED TO THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION AND THE OWNERS OF LOTS 1 THROUGH 38, INCLUSIVE, OF THIS PLAT AND THEIR SUCCESSORS AND/OR ASSIGNS, FOR PRIVATE USE AS ROADWAYS FOR THE PURPOSES OF INGRESS AND EGRESS FOREVER. THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF SAID PRIVATE ROADWAYS.

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

THE LANDSCAPE EASEMENTS AND LANDSCAPE AND FENCE EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPE FEATURES AND/OR FENCES IN ACCORDANCE WITH THE CITY OF WILDWOOD'S TREE MANUAL AND SUSTAINABLE PLANTINGS GUIDE.

THE RETAINING WALL AND FENCE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING A RETAINING WALL AND FENCE, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID RETAINING WALL AND FENCE.

THE ACCESS EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION FOR REQUIRED MAINTENANCE AND REPAIRS OF THE SUBJECT RETAINING WALL, FENCES AND LANDSCAPE FEATURES.

THE 20-FOOT WIDE TRAIL EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI FOR PUBLIC USE FOREVER.

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS, MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND OR MEDIAN STRIP WITHOUT THE AUTHORIZATION OF THE CITY OF WILDWOOD, MISSOURI DEPARTMENT OF PUBLIC WORKS THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _______ DAY OF __________________, 2016 AS DAILY NUMBER ____________________ IN DEED BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

THIS SUBDIVISION IS SUBJECT TO CONDITIONS AND RESTRICTIONS RECORDED IN THE MANORS AT THE MEADOWS AT CHERRY HILLS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED THE _______ DAY OF __________________, 2016 AS DAILY NUMBER ______________________ IN DEED BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

THE STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICE). THE RESERVE AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE _________ DAY OF __________, 2016, AND RECORDED IN THE ST. LOUIS COUNTY RECORDS IN DEED BOOK_________, PAGE_________, OR AS AMENDED THEREAFTER. THE MANORS AT THE MEADOWS AT CHERRY HILLS HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF SAID RESERVE AREAS.

PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER AND SIDEWALK EASEMENTS (P.R.I.M.U.S.S.E.) ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, FOR PUBLIC USE FOREVER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

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

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _______________, 2016.

McBRIDE TOWN CENTER, LLC
BY: McBRIDE & SON ACQUISITIONS, LLC, MEMBER

BY: ________________________________
MICHAEL D. ARRI, MANAGER

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

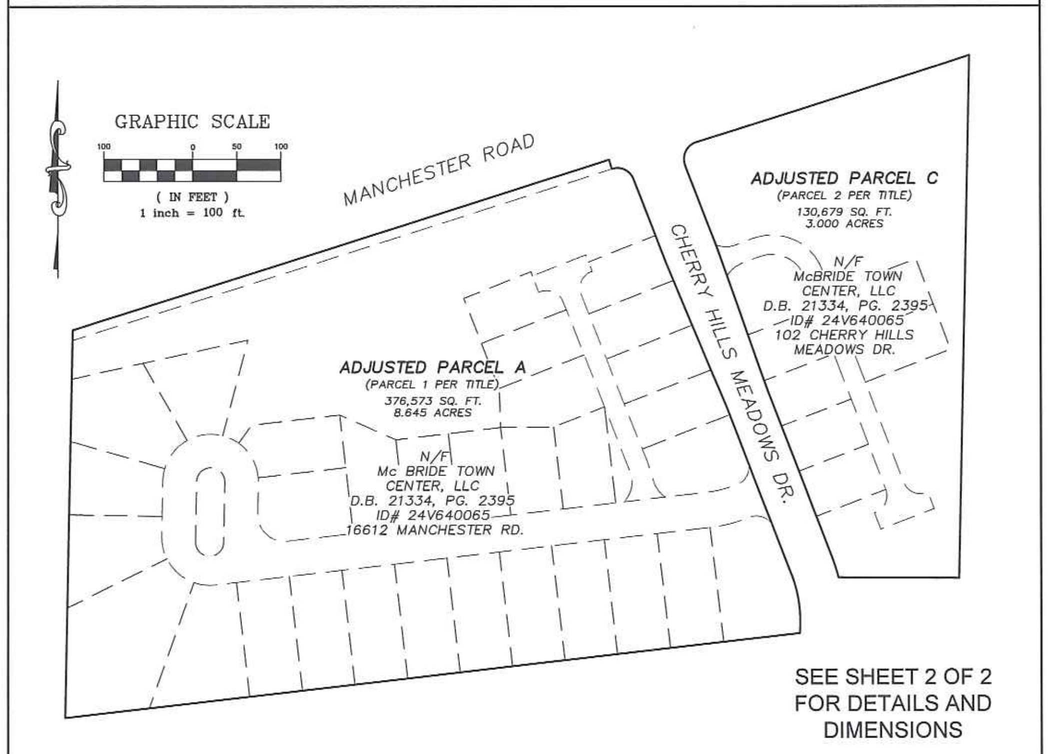
ON THIS _______ DAY OF _________________________, 2016, BEFORE ME PERSONALLY APPEARED MICHAEL D. ARRI, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER AND DULY AUTHORIZED AGENT OF McBRIDE & SON ACQUISITIONS, LLC, A MISSOURI LIMITED LIABILITY COMPANY AND MEMBER OF McBRIDE TOWN CENTER, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS AND THAT SAID MICHAEL D. ARRI ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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

MY COMMISSION EXPIRES: __________________

__________________________________
NOTARY PUBLIC

## PARCEL INDEX




SEE SHEET 2 OF 2 FOR DETAILS AND DIMENSIONS

## GENERAL NOTES:

1. THE PROFESSIONAL WHOSE ORIGINAL SIGNATURE AND PERSONAL SEAL APPEARS ON THIS DRAWING, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS DRAWING AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO.) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY SAID PROFESSIONAL RELATING TO, OR INTENDED TO BE USED FOR, ANY PART OR PARTS OF THE PROJECT TO WHICH THIS DRAWING REFERS.
2. THIS PLAT CONTAINS 507,252 SQUARE FEET, OR 11.645 ACRES, MORE OR LESS AND 38 LOTS; COMMON GROUND AREA = 3.928 ACRES; RIGHT-OF-WAY AREA (PUBLIC AND PRIVATE)=1.422 ACRES. NET ACREAGE (TOTAL WITHOUT RIGHT-OF-WAY) = 10.223 ACRES.
3. BASIS OF BEARINGS ADOPTED FROM "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12, TOWNSHIP 44 NORTH - RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI" AS RECORDED IN PLAT BOOK 322 PAGE 42 OF THE ST. LOUIS COUNTY RECORDS.
4. SOURCE OF RECORD TITLE: GENERAL WARRANTY DEED TO McBRIDE TOWN CENTER LLC, RECORDED IN DEED BOOK 21334 PAGE 2395 OF THE ST. LOUIS COUNTY RECORDS.
5. PERMANENT MONUMENTS WILL BE SET WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS FOR LOT CORNERS WILL BE SET IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
6. BEARINGS AND DISTANCES ARE RECORD AND SURVEYED UNLESS NOTED OTHERWISE. ( ) DENOTES RECORD INFORMATION
7. THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP OF ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, COMMUNITY PANEL NOS. 29189C0260K AND 29189C0278K EFFECTIVE FEBRUARY 4, 2015. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
8. NOTE: ON LOTS 1 THROUGH 15, INCLUSIVE, PER THE CITY OF WILDWOOD TOWN CENTER DEVELOPMENT MANUAL, STOOPS, BALCONIES, UNENCLOSED PORCHES AND BAY WINDOWS MAY ENCROACH WITHIN FRONT SETBACKS, BUT NOT WITHIN THE PUBLIC RIGHT-OF-WAY PER THE CITY OF WILDWOOD'S GUIDELINES. ADEQUATE SPACE (12 TO 18 INCHES) SHOULD BE PROVIDED BETWEEN THE ENDS OF STEPS AND THE EDGE OF RIGHT-OF-WAY AND ITS ASSOCIATED EASEMENT TO ALLOW ROOM FOR REPAIRS.
9. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. KEE-13-140014 WITH AN EFFECTIVE DATE OF DECEMBER 26, 2014 THE NOTES REGARDING SCHEDULE B SECTION II OF SAID COMMITMENT ARE OUTLINED IN THE "TITLE NOTES" SECTION HEREON.
10. PER CHAPTER 5 OF ORDINANCE NO. 113 OF THE METRO WEST FIRE PROTECTION DISTRICT, PARKING IS ALLOWED ONLY ON ONE SIDE OF THE STREET ON STELLA CHERRY WAY AND SWEET CHERRY WAY. SIGNS SHALL BE PLACED ALONG STELLA CHERRY WAY AND SWEET CHERRY WAY PER THE SPECIFICATIONS SET FORTH BY SAID ORDINANCE.

## TITLE NOTES:

THE NOTES REGARDING SCHEDULE B, SECTION II OF A TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER KEE-13-140014 EFFECTIVE DECEMBER 26, 2014 ARE AS FOLLOWS:

ITEM NOS. 1-5: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

ITEM NO. 6: SUBJECT TO BOUNDARY LINES AS ESTABLISHED BY PLAT BOOK 322 PAGE 42 AND 43.

ITEM NO. 7: INTENTIONALLY DELETED.

ITEM NO. 8: EASEMENT GRANTED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT RECORDED IN BOOK 7491 PAGE 1629 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCELS 1 AND 2 IN COMMON GROUND AREAS AS NOTED AND SHOWN HEREON. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NO. 9: EASEMENT GRANTED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT RECORDED IN BOOK 7861 PAGE 191 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCELS 1 AND 2 IN COMMON GROUND AREAS AS NOTED AND SHOWN HEREON, AS WELL AS NEW RESIDENTIAL LOT 1. DOES NOT AFFECT NEW RESIDENTIAL LOTS 2 THROUGH 38 INCLUSIVE.

ITEM NO. 10: PERMANENT DRAINAGE AND STORMWATER DISCHARGE EASEMENT GRANTED TO ST. LOUIS COUNTY, MISSOURI RECORDED IN BOOK 7861 PAGE 193 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCEL 1 IN COMMON GROUND AREA AS NOTED AND SHOWN HEREON. EASEMENT DESCRIBES THREE SEPARATE STRIPS; ONLY THE ONE SHOWN HEREON AFFECTS. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NO. 11: INTENTIONALLY DELETED.

ITEM NO. 12: PERMANENT DRAINAGE AND STORMWATER DISCHARGE EASEMENT GRANTED TO ST. LOUIS COUNTY, MISSOURI RECORDED IN BOOK 7889 PAGE 1528 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCEL 1 IN COMMON GROUND AREA AS NOTED AND SHOWN HEREON. EASEMENT DESCRIBES THREE SEPARATE STRIPS; ONLY THE ONE SHOWN AFFECTS. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NO. 13: INTENTIONALLY DELETED.

ITEM NO. 14: EASEMENT FOR WATER PIPE GRANTED TO ST. LOUIS COUNTY WATER COMPANY RECORDED IN BOOK 7907 PAGE 1694 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCELS 1 AND 2 IN THE COMMON GROUND AREA AS NOTED AND SHOWN HEREON. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NO. 15: INTENTIONALLY DELETED.

ITEM NO. 16: EASEMENT GRANTED FOR UTILITY PURPOSES ACCORDING TO INSTRUMENT RECORDED IN BOOK 9933 PAGE 1480 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCELS 1 AND 2 IN THE COMMON GROUND AREAS AS NOTED AND SHOWN HEREON, AS WELL AS NEW RESIDENTIAL LOTS 16, 27, 28, 29 AND 30. DOES NOT AFFECT NEW RESIDENTIAL LOTS 1-15, LOTS 17-26 OR LOTS 31-38 INCLUSIVE.

ITEM NO. 17: SOUTHWESTERN BELL EASEMENT ACCORDING TO INSTRUMENT RECORDED IN BOOK 9933 PAGE 1484 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCEL 1 OVER NEW LOT 30 AS NOTED AND SHOWN HEREON.

ITEM NO. 18: PERMANENT DRAINAGE EASEMENT GRANTED TO ST. LOUIS COUNTY, MISSOURI ACCORDING TO INSTRUMENT RECORDED IN BOOK 9933 PAGE 1488 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCELS 1 AND 2 IN THE COMMON GROUND AREAS AS NOTED AND SHOWN HEREON. EASEMENT AREA ON PARCEL 1 IS APPROXIMATE DUE TO ILLEGIBLE TEXT ON THE EXHIBIT ATTACHED TO THE DOCUMENT. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NOS. 19-23: INTENTIONALLY DELETED.

ITEM NO. 24: PERMANENT SIDEWALK EASEMENT GRANTED TO CITY OF WILDWOOD, MISSOURI RECORDED IN BOOK 18051 PAGE 2462 OF THE ST. LOUIS COUNTY RECORDS. AFFECTS PARCEL 1 IN THE COMMON GROUND AREA AS NOTED AND SHOWN HEREON. DOES NOT AFFECT NEW RESIDENTIAL LOTS.

ITEM NO. 25: INTENTIONALLY DELETED.

## BENCHMARKS:

**REFERENCE BENCHMARK:**
ST. LOUIS COUNTY BENCHMARK 16-49 - ELEVATION = 737.71' (NGVD 29)
"SQUARE" IN NORTH SIDE OF METAL BASE PLATE OF A FLAG POLE IN FRONT OF CHERRY HILL COUNTRY CLUB; 190' SOUTH OF THE CENTERLINE OF MANCHESTER ROAD AND 0.4 MILE EAST OF TAYLOR ROAD.

**PROJECT BENCHMARK:**
ELEVATION = 696.51' (NGVD 29)
"CROSS" IN PAVEMENT ON NORTH SIDE OF MANCHESTER ROAD; LOCATION SHOWN HEREON.

## SERVICE PROVIDERS LIST:

| | |
|---|---|
| CITY COUNCIL: | WARD 8 |
| SCHOOL: | ROCKWOOD |
| FIRE: | METRO WEST |
| GAS: | LACLEDE GAS |
| PHONE: | AT&T |
| ELECTRIC: | AMEREN U.E. |
| SEWER: | METROPOLITAN ST. LOUIS SEWER DISTRICT |
| WATER: | MISSOURI AMERICAN WATER COMPANY |
| CABLE: | CHARTER COMMUNICATIONS |
| WATERSHED: | CAULKS CREEK |
| ZIP CODE: | 63040 (GROVER POST OFFICE) |
| POLICE: | STL COUNTY - WILDWOOD PRECINCT #6 |

## PREPARED FOR:

McBRIDE TOWN CENTER, LLC
16091 SWINGLEY RIDGE ROAD
SUITE 300
CHESTERFIELD, MO 63017
(636) 537-2000

## LIENHOLDER'S CERTIFICATE:

WHEREAS, ENTERPRISE BANK, BY A DEED OF TRUST DATED JANUARY 9, 2015 AND RECORDED IN THE RECORDER'S OFFICE IN AND FOR THE COUNTY OF ST. LOUIS AND STATE OF MISSOURI, AS DEED BOOK 21334 PAGE 2399, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS SAID DEED OF TRUST AND NOTE OR NOTES HAVE BEEN PARTLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS SUBDIVISION PLAT OF "THE MANORS AT THE MEADOWS AT CHERRY HILLS" AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, SITUATED IN THE COUNTY OF ST. LOUIS AND STATE OF MISSOURI TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT, AND ALL STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS ON THIS PLAT. TO HAVE AND TO HOLD THE SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS THEREOF THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS ____ DAY OF _______________, 2016.

ENTERPRISE BANK & TRUST

BY: ___________________________________
BRYAN SELZER, ASSISTANT VICE PRESIDENT

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

ON THIS _______ DAY OF __________________________, 2016, BEFORE ME PERSONALLY APPEARED BRYAN SELZER, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE ASSISTANT VICE PRESIDENT OF ENTERPRISE BANK AND TRUST, A MISSOURI BANKING CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID BRYAN SELZER ACKNOWLEDGED AID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

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

MY COMMISSION EXPIRES: __________________

__________________________________
NOTARY PUBLIC

## PROPERTY DESCRIPTIONS (FROM TITLE):

PARCEL ONE:
A TRACT OF LAND BEING ALL OF ADJUSTED PARCEL A OF "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12 TOWNSHIP 44 NORTH - RANGE 3 EAST ST. LOUIS COUNTY MISSOURI" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 322 PAGES 42 AND 43 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 OF "MEADOWS AT CHERRY HILLS", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 327 PAGE 97 OF ABOVE SAID RECORDS, ALSO BEING ON THE EAST LINE OF THE COMMON GROUND OF "OAK PARK PLAT ONE AT THE VILLAGES OF CHERRY HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 250 PAGE 47 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID COMMON GROUND AND ITS PROLONGATION, NORTH 01°03'11" EAST, 440.21 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MANCHESTER (VARIABLE WIDTH) ROAD, SAID POINT BEING 30 FEET PERPENDICULAR DISTANCE SOUTH OF THE CENTERLINE OF SAID MANCHESTER ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 72°24'39" EAST, 639.37 FEET; THENCE SOUTH 17°35'21" EAST, 11.00 FEET TO THE WEST RIGHT OF WAY LINE OF CHERRY HILLS MEADOWS (VARIABLE WIDTH) DRIVE, SAID POINT BEING 30 FEET PERPENDICULAR DISTANCE WEST OF THE CENTERLINE OF SAID CHERRY HILLS MEADOWS DRIVE; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: ALONG A CURVE TO THE RIGHT BEING NON-TANGENTIAL TO THE PREVIOUS COURSE, WITH A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 30.23 FEET, WHOSE CHORD BEARS SOUTH 64°17'03" EAST, 27.44 FEET TO A POINT OF TANGENCY; SOUTH 20°58'45" EAST, 100.64 FEET; SOUTH 22°34'13" EAST, 180.07 FEET; SOUTH 20°58'43" EAST, 201.33 FEET TO A POINT OF CURVATURE; AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET AND AN ARC LENGTH OF 67.89 FEET, WHOSE CHORD BEARS SOUTH 08°00'43" EAST, 67.32 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID "MEADOWS AT CHERRY HILLS"; THENCE LEAVING SAID WEST RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF LOTS 1 THOUGH 10 OF SAID "MEADOWS AT CHERRY HILLS", SOUTH 83°24'53" WEST, 837.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.645 ACRES MORE OR LESS ACCORDING TO SURVEY BY THE STERLING COMPANY DURING THE MONTH OF JANUARY, 2015 UNDER ORDER NUMBER 13-04-121.

PARCEL TWO:
A TRACT OF LAND BEING ALL OF ADJUSTED PARCEL C OF "BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12 TOWNSHIP 44 NORTH - RANGE 3 EAST ST. LOUIS COUNTY MISSOURI" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 322 PAGES 42 AND 43 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MANCHESTER (VARIABLE WIDTH) ROAD AND THE EAST LINE OF ABOVE SAID SECTION 1, SAID INTERSECTION BEING 41 FEET PERPENDICULAR DISTANCE SOUTH OF THE CENTERLINE OF SAID MANCHESTER ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 1, SOUTH 01°13'14" WEST, 593.82 FEET TO THE NORTHEAST CORNER OF THE COMMON GROUND OF "MEADOWS AT CHERRY HILLS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 327 PAGE 97 OF THE ABOVE SAID RECORDS; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID COMMON GROUND, NORTH 89°34'50" WEST, 137.57 FEET TO THE NORTHWEST CORNER OF SAID COMMON GROUND, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF CHERRY HILLS MEADOWS (VARIABLE WIDTH) DRIVE, 25 FEET PERPENDICULAR DISTANCE EAST OF THE CENTERLINE OF SAID CHERRY HILLS MEADOWS DRIVE; THENCE LEAVING LAST SAID SOUTH LINE ALONG THE SAID EAST RIGHT OF WAY LINE OF CHERRY HILLS MEADOWS DRIVE THE FOLLOWING COURSES, DISTANCES AND CURVES: ALONG AN ARC TO THE LEFT BEING NON-TANGENTIAL TO THE PREVIOUS COURSE, WITH A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 22.61 FEET, WHOSE CHORD BEARS NORTH 17°44'26" WEST, 22.59 FEET TO A POINT OF TANGENCY; NORTH 20°58'43" WEST, 201.33 FEET; NORTH 19°23'17" WEST, 180.07 FEET; NORTH 20°58'45" WEST, 94.71 FEET TO A POINT OF CURVATURE; AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 32.60 FEET, WHOSE CHORD BEARS NORTH 25°42'57" EAST, 29.11 FEET TO A POINT OF TANGENCY ON SAID SOUTH RIGHT OF WAY LINE OF MANCHESTER ROAD; THENCE LEAVING LAST SAID EAST RIGHT OF WAY LINE AND ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 72°24'39" EAST, 299.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1187.28 FEET AND AN ARC LENGTH OF 26.17 FEET, WHOSE CHORD BEARS NORTH 71°46'46" EAST, 26.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.000 ACRES, ACCORDING TO SURVEY BY THE STERLING COMPANY DURING THE MONTH OF JANUARY, 2015 UNDER ORDER NUMBER 13-04-121.

## SURVEYOR'S CERTIFICATE:

ORDER NUMBER: 13-04-121
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 487-0440

THIS IS TO CERTIFY THAT WE HAVE, BY ORDER OF McBRIDE TOWN CENTER, LLC, DURING THE MONTH OF JANUARY, 2015, MADE A SURVEY AND DURING THE MONTH OF MARCH 2015, MADE A SUBDIVISION PLAT OF "TWO TRACTS OF LAND BEING ALL OF ADJUSTED LOT A AND ADJUSTED LOT C OF 'BOUNDARY ADJUSTMENT PLAT OF THREE PARCELS OF LAND IN SECTIONS 1 AND 12, TOWNSHIP 44 NORTH - RANGE 3 EAST' (P.B. 322, PG. 42), CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI" AND THAT RESULTS OF SAID SURVEY AND SUBDIVISION ARE REPRESENTED ON THIS PLAT. THIS SURVEY MEETS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 2030-16, EFFECTIVE DATE AUGUST 28, 2006) AS AN "URBAN PROPERTY".

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS ________DAY OF ____________________, 2016.

THE STERLING COMPANY
MO REG. 307-D

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

## CITY APPROVAL:

THIS ACKNOWLEDGEMENT CERTIFIES THIS SUBDIVISION PLAT OF THE MANORS AT THE MEADOWS AT CHERRY HILLS HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS ______ DAY OF__________________, 2016.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

__________________________________
JOE VUJNICH, DIRECTOR OF PLANNING

I, LAURA RECHTIN, DEPUTY CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NUMBER ________, UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE _____ DAY OF ____________, 2016. SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREUNTO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI ON THIS ____ DAY OF __________________, 2016.

__________________________________
LAURA RECHTIN, DEPUTY CITY CLERK

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

| | | | |
|---|---|---|---|
| DRAWN BY: | VLW | MSD P# - | 30382-00 |
| CHECKED BY: | JAH | DATE: | 6/7/2016 |
| JOB NO.: | 13-04-121 | MANORS AT THE MEADOWS | |

# THE MANORS AT THE MEADOWS AT CHERRY HILLS

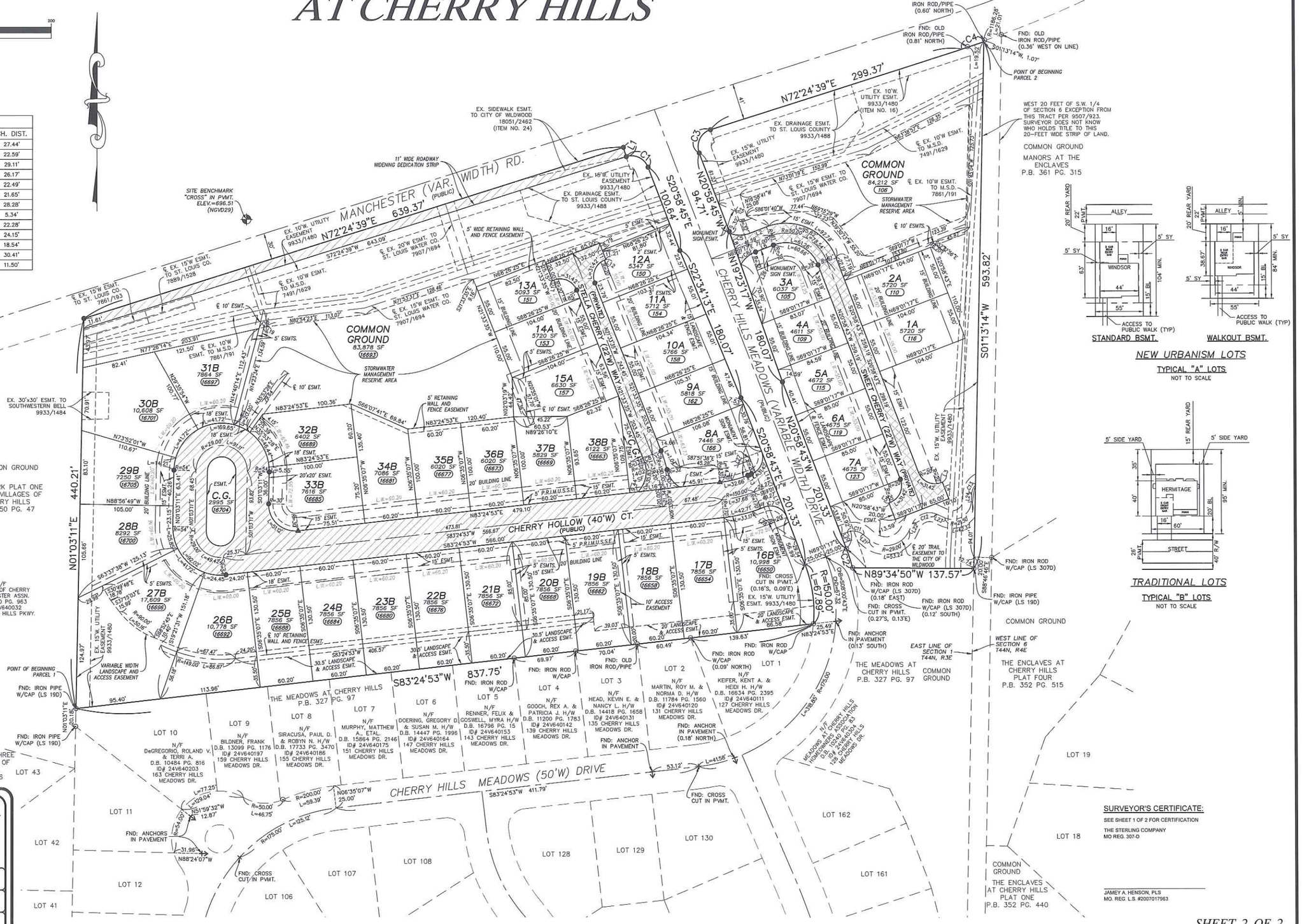
GRAPHIC SCALE

50 0 25 50 100 200

( IN FEET )
1 inch = 50 ft.

| CURVE TABLE | | | | |
|---|---|---|---|---|
| NO. | RADIUS | LENGTH | CH. BRG. | CH. DIST. |
| C1 | 20.00' | 30.23' | S64°17'03"E | 27.44' |
| C2 | 200.00' | 22.61' | N17°44'26"W | 22.59' |
| C3 | 20.00' | 32.60' | N25°42'57"E | 29.11' |
| C4 | 1187.28' | 26.17' | N71°46'46"E | 26.17' |
| C5 | 32.00' | 22.98' | N89°35'30"E | 22.49' |
| C6 | 32.00' | 22.08' | S49°15'12"W | 21.65' |
| C7 | 20.00' | 31.42' | N65°58'43"W | 28.28' |
| C8 | 139.00' | 5.34' | N20°27'33"W | 5.34' |
| C9 | 161.00' | 22.29' | S17°35'34"E | 22.28' |
| C10 | 32.00' | 24.76' | S35°47'36"E | 24.15' |
| C11 | 18.50' | 19.42' | S80°17'05"E | 18.54' |
| C12 | 21.50' | 33.77' | N69°38'35"E | 30.41' |
| C13 | 16.50' | 11.75' | N22°15'27"E | 11.50' |

| LINE TABLE | | |
|---|---|---|
| NO. | BEARING | DIST. |
| L1 | S17°35'21"E | 11.00' |
| L2 | N69°01'17"E | 20.01' |
| L3 | N69°01'17"E | 1.50' |
| L4 | S20°58'43"E | 20.00' |
| L5 | N69°01'17"E | 1.50' |
| L6 | S69°01'17"W | 21.73' |
| L7 | N19°23'17"W | 18.33' |
| L8 | N19°23'17"W | 18.91' |
| L9 | S69°01'17"W | 4.27' |
| L10 | S68°26'25"W | 1.50' |
| L11 | S21°33'35"E | 20.00' |
| L12 | S68°26'25"W | 1.50' |
| L13 | N69°01'17"E | 4.27' |
| L14 | S20°58'43"E | 40.00' |
| L15 | S20°58'43"E | 40.00' |
| L16 | N83°24'53"E | 25.67' |
| L17 | N83°24'53"E | 21.57' |
| L18 | N77°26'14"E | 8.60' |
| L19 | N77°26'14"E | 3.06' |
| L20 | N69°38'35"E | 7.76' |
| L21 | S50°12'45"E | 8.59' |
| L22 | N24°38'35"E | 8.41' |
| L23 | S65°21'25"E | 9.18' |
| L24 | N01°51'44"E | 7.30' |
| L25 | S66°08'57"E | 62.09' |
| L26 | S24°30'21"W | 61.28' |
| L27 | N22°35'21"E | 61.77' |
| L28 | N56°17'39"W | 58.48' |







NEW URBANISM LOTS

TYPICAL "A" LOTS

NOT TO SCALE




TRADITIONAL LOTS

TYPICAL "B" LOTS

NOT TO SCALE

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 2 FOR CERTIFICATION

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, PLS
MO. REG. L.S. #2007017963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| | | |
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| CHECKED BY: | JAH | DATE: 6/7/2016 |
| JOB NO.: | 13-04-121 | MANORS AT THE MEADOWS |

WILDWOOD

# Memo

To: Mayor Jim Bowlin
Wildwood City Council Members

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

Date: June 10, 2016

Re: Construction Project Updates

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Following is an update on all active City construction projects. The Departments of Public Works and Planning/Parks will be available for any questions at the June 13, 2016 City Council Meeting.

**Manchester Road Resurfacing & Bike Lanes:** This project will resurface Manchester Road from the Route 109 intersection to the western intersection with Route 100. The project will include some shoulder widening to provide two 11' driving lanes and two adjacent 5' shoulder/bike lanes. The contractor has placed fill material in the widening areas and will be placing asphalt base in the next few weeks. Asphalt surface mix will be placed in July. There will be no road closures or nighttime work on the project. The City's Contractor, N.B. West Contracting Company, will contact residents and businesses adjacent to Manchester Road prior to impacting their driveways and will arrange for continuous access to their property.

**Sinkhole on Melrose Road:** The contractor completed the asphalt repair work on Wednesday, May 25.

**Community Park Access Road Extension:** The contractor has begun work to extend the Community Park Access Road to connect to the Pond-Grover Loop Road Extension west of Route 109. The contractor will continue grading of the new extension roadway over the next few months. The extension roadway is scheduled to be completed later this year.

**2016 Street Slab Replacements:** The contractor has completed slab replacement work in Westridge Oaks, Lake Chesterfield, Westglen Farms, Winding Trails, Highland Summit, and Timber Ridge Subdivisions and have almost completed slab replacement work in Westhampton Woods and Winding Woods Subdivisions. They plan to complete work in these remaining subdivisions over the next few weeks and will begin replacement of various sidewalk sections over the next few weeks.

**Caulks Creek Trunk Sewer Project by MSD:** The contractor for MSD has completed clearing of the sewer line sections along Strecker Road from south of Church Road to McBride Pointe and from south

of Woodcliff Heights Drive to Clayton Road and has begun installing the sewer mains on the north end of the project. Clearing and work for the section along Strecker Road between McBride Pointe and south of Woodcliff Heights Drive will not begin until this fall. The contractor and MSD have been notifying affected property owners in the area.

**Forby Road and Alt Road Project in Eureka:** Utility relocation work began for this City of Eureka project in late January and will continue through June. Road construction work began in June. Alt Road is currently closed between Thunder Valley Drive and Forby Road. A signed detour route is in place and local traffic is able to access Alt Road from Forby Road via Meramec Boulevard and Wren Meadow Drive. This closure is expected to be in place until the end of July. Forby Road west of the Alt Road intersection will remain open and accessible at all times to at least one lane of traffic. This project is expected to be completed by the end of 2016.

MH and JV

WILDWOOD®

# Recommendation Report

## <<< Amended Site Development Section Plan >>>

**City of Wildwood Planning and Zoning Commission – Site Plan Subcommittee**

June 6, 2016 Executive Meeting

| | |
|---|---|
| **Petition No.:** | P.Z. 14-98 Capital-Dierbergs Wildwood, LLC |
| **Petitioner:** | Dierbergs Markets, Inc., c/o Drew Bextermueller, Director of Real Estate |
| **Zoning District:** | Amended C-8 Planned Commercial District |
| **Town Center Plan Designation:** | Downtown District |
| **Location:** | Southeast corner of State Route 100 and Taylor Road |
| **Street Addresses:** | 2400 Taylor Road |
| **Locator Number:** | 23V320195 |
| **Ward:** | Eight |
| **Site Plan Subcommittee Meeting Date:** | May 16, 2016 |
| **Approval Date of the Plan Package:** | June 6, 2016 by a **vote of 10 to 0 to approve** (Voting Aye: Renner, Lee, Archeski, Gragnani, Bauer, Bartoni, Kohn, Manton, Bowlin, and Bopp) |
| **Petitioner's Request:** | Approval of the Amended Site Development Section Plan (SDP), Landscape Plan, and Lighting Plan for the proposed drive-through facility at this building location. |
| **Subcommittee Recommendation:** | Approval of the Amended Site Development Section Plan (SDP), Landscape Plan, Lighting Plan, and other related items, per the conditions of the Amended C-8 Planned Commercial District governing ordinance, to allow for a drive-through facility at this location, under certain conditions. |
| **Background on Proposal/Project:** | The Site Plan Subcommittee of the Planning and Zoning Commission held its meeting on this submittal package at its May 16, 2016 Executive Session, where the petitioner and Department of Planning staff were in attendance. The Department of Planning began the discussion of the Amended Site Development Section Plan (SDP), Landscape Plan, Lighting Plan, and other related items by providing a summary of the zoning history of this site, including the most recent approved amendment to the governing ordinance, which allows for a drive-through facility for Building G. The Department then described the plan and packet of related information that had been provided for tonight's meeting to assist in its discussion. Highlights of this review included the plan sheets, review/comment letters from the City and its |

consultants, service provider letters, with comments, and the approved site-specific ordinance, which governs the property and its future use.

After this review, the Department then identified key points on the Site Development Section Plan (SDP) relating to its major characteristics and components. These points included the following:

1. The space in the existing building has been vacant for several years and this proposal is to reconfigure the parking lot area on the east side of the existing building to accommodate a drive-through facility, in conjunction with the planned new tenant for this space.
2. The proposed drive-through facility is designed with a main drive lane and an escape lane, thereby accommodating cars that may need to exit the main drive lane. The drive-through lane is located at the rear of the building, which shields it from view of Taylor Road. A garden wall, associated fencing, and landscaping will provide a limited view of the drive-through lane from State Route 100.
3. The drive-through area includes a large landscaped center median and loading zone.
4. The petitioner will remove the existing trash enclosure and reconstruct it to the east of its current location, using materials that match the building's type located on Outlot G. The design of the trash enclosure has been approved by the City's Architectural Review Board, with the condition the gate be constructed with a composite material. The trash enclosure area will also be landscaped to provide additional screening.
5. The petitioner is providing a pedestrian connection to Building G from the City's multiple-use trail that is located along State Route 100. The proposed connection is near the site's northwest corner and landscaped in a manner to prevent pedestrians from cutting the corner through the grass.
6. The proposed parking area has been designed in a way to minimize pedestrian traffic through the drive-through lanes, in an effort to lessen conflicts with vehicular traffic.
7. The accessible routes for any special needs population have been provided to the building at two (2) locations. One from the parking lot to the south and east, and another from the northwest, via the City's multiple-use trail and proposed pedestrian connection.
8. The petitioner is providing outdoor patio seating near the northwest entrance. Some outdoor seating will also be provided at the southeast entrance.
9. The petitioner has submitted a Landscape Plan. The City's consultant has reviewed the plan and recommendations were made to provide a more varied selection of plant species than currently indicated.
10. The petitioner has submitted a Lighting Plan. The City's consultant reviewed the plan and some issues were identified; however, an updated plan has since been provided and the petitioner is working with the City's consultant to obtain compliance with the City's Outdoor Lighting Requirements.

11. The elevations and materials of the proposed exterior changes to the building and the trash enclosure have been reviewed and approved by the City's Architectural Review Board.
12. The petitioner is providing bicycle racks, near both the southeast and northwest entrances to the building.
13. The petitioner has provided correspondence indicating approvals from the Metropolitan St. Louis Sewer District (MSD), the Metro West Fire Protection District, and the Missouri Department of Transportation (MODOT).

The Site Plan Subcommittee Members discussed the impact the drive-through facility has on parking requirements; the non-compliance issues with the Landscape Plan; the Lighting Plan; the allowed signage; and the location, capacity, and design of the bicycle racks.

The petitioner and Department of Planning staff responded to these comments and questions by addressing them as follows:

- The original development was slightly over-parked. With the proposed modification and resulting reductions in parking spaces, the minimum number of required parking spaces is still met. The provided parking (650 spaces) exceeds the amount of required parking (648 spaces).
- The petitioner stated the plant species were chosen based on their hardiness and past issues with certain plant species in a parking lot environment.
- The Lighting Plan will be reviewed by the City's consultant to ensure it is in compliance with the City's Outdoor Lighting Requirements.
- Director Vujnich explained two (2) externally or backlit signs are authorized per tenant, as allowed by the governing ordinance.
- The petitioner explained the bicycle racks have a capacity for six (6) bicycles and will be located near each entrance. Catalog cut sheets of the bicycle racks will be provided on the final Amended Site Development Section Plan (SDP)

**Site Plan Subcommittee's Recommendation and Conditions of Action:**

The Site Plan Subcommittee of the Planning and Zoning Commission has considered the submitted plans, which includes the Amended Site Development Section Plan (SDP), Landscape Plan, Lighting Plan, and other related items and believes them to be in compliance with the amended governing ordinance for this property, the City's Zoning Ordinance, and the Town Center Plan's "Downtown" District designation requirements. This compliance leads the members of the Site Plan Subcommittee to support approval of this complement of plans. This determination is based upon review of these plans by the Departments of Planning and Public

Works and the comments that were generated by such. These reviews by the respective departments addressed the requirements set forth by City codes. Additionally, other service providers have provided comments that have been incorporated into the plan as well.

This recommendation is contingent upon all other required codes, regulations, and standards of the City relating to this property and the Amended C-8 Planned Commercial District being met during the construction of the drive-through and associated features mentioned above. Certain conditions must be met by the petitioner, before the Department can release the plan package for permits. These conditions are summarized as follows:

1. The Lighting Plan shall be reviewed by the City's consultant and be in compliance with the City's Outdoor Lighting Requirements
2. The dimensions and construction specifications of the approach to the trash enclosure shall be included on the final Amended Site Development Section Plan (SDP) and reviewed by the Department of Public Works.

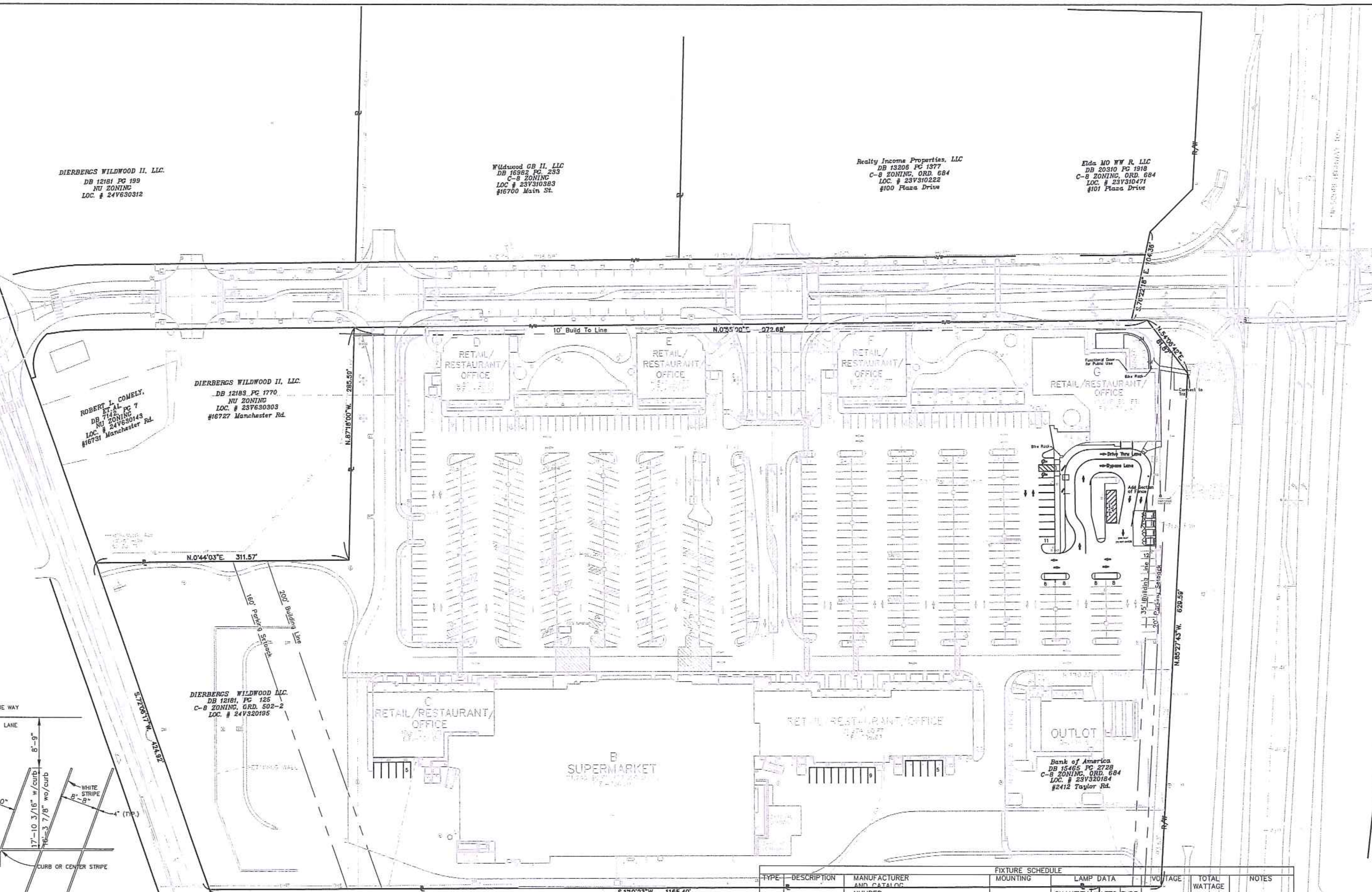
The Site Plan Subcommittee is again recommending approval of the Amended Site Development Section Plan, Landscape Plan, Lighting Plan, and other related items by the Planning and Zoning Commission at this time, with certain conditions that have been identified and noted above.

**Attachments And Enclosures:**

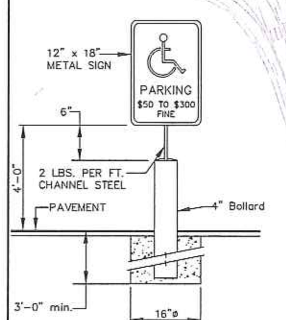
Attachment A – Site Development Section Plan (SDP) and Related Items
Attachment B – Site-Specific Ordinance
Attachment C – Background Information

# ATTACHMENT A

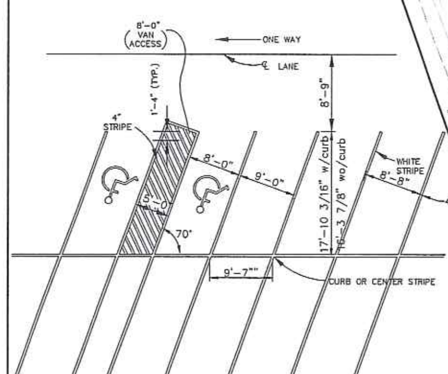
## *Site Development Plan (SDP) and Related Items*



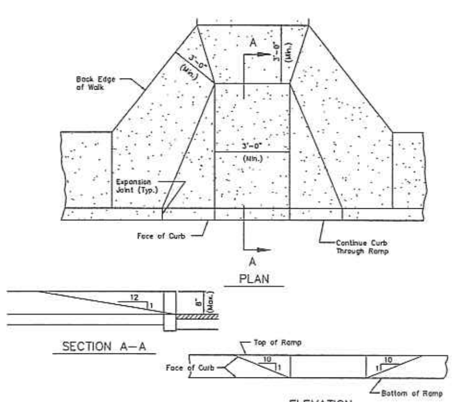

0 50 100
SCALE IN FEET
Scale 1" = 50'




HANDICAP SIGN




STRIPING – 70° PARKING



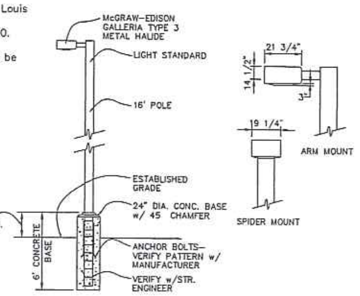

HANDICAP RAMP
(Contained Within Sidewalk)

NOTES:
1. Site address is #2400 to #2500 Taylor Road, Wildwood, MO. 63040
2. Locator number is 23V320173
3. Subdivision name is Dierbergs Wildwood. Lot 1 area = 18.26 acres.
4. Utility Companies
   - Sewer – Metropolitan St. Louis Sewer District
   - Water – Missouri American Water Company
   - Gas – Laclede Gas Company
   - Electric – Ameren UE
   - Telephone – Southwestern Bell Telephone
5. School District is Rockwood RIV
6. Fire District is Metro West
7. Existing Zoning – Amended C-8 Planned Commercial District
8. There will be no steps at designated accessible entrance doors. the City of Wildwood requirements.
9. Adequate parking for the disabled will be provided in accordance with ADA and County and City of Wildwood requirements.
10. Access to proposed buildings will be provided in accordance with ADA, St. Louis
11. Site light poles will be 16' high.
12. Sidewalks along the accessible route shall not have a slope exceeding 1:20. Slopes greater than 1:20 will contain a ramp.
13. A level area of 60" x 60" front approach or 48" x 60" side approach will be provided outside of the entrance doors for wheelchair maneuverability.
14. Bike racks to be Model EC2-05-SM as manufactured by SiteScapes P.O. Box 22326, Lincoln, Nebraska, 888-331-9464

PARKING TABLE

| BUILDING | USE | AREA | PARKING RATIO | REQUIRED PARKING |
|---|---|---|---|---|
| A | RETAIL/RESTAURANT/OFFICE | 21,274 Sq. Ft. | 4.0 / 1000 | 85 |
| B | SUPERMARKET | 71,740 Sq.Ft. | 4.0 / 1000 | 287 |
| C | RETAIL/OFFICE | 6,645 Sq.Ft. | 4.0 / 1000 | 27 |
| | RESTAURANT (4,202 sf) | 100 SEATS | ½ SEATS | 50 |
| | | 10 EMPLOYEES | ⅔ EMPLOYEES | 7 |
| D | RESTAURANT | 6,893 Sq.Ft. | | |
| | | 160 SEATS | ½ SEATS | 80 |
| | | 12 EMPLOYEES | ⅔ EMPLOYEES | 8 |
| E | RETAIL/RESTAURANT/OFFICE | 6,547 Sq. Ft. | 4.0 / 1000 | 26 |
| F | RETAIL/RESTAURANT/OFFICE | 6,547 Sq. Ft. | 4.0 / 1000 | 26 |
| G | RESTAURANT | 13,018 Sq.Ft. | | |
| | | 300 SEATS | ½ SEATS | 150 |
| | | 24 EMPLOYEES | ⅔ EMPLOYEES | 16 |
| H | OUTLOT | 7,500 Sq.Ft. | 3/1000 | SELF-PARKED |

| | | | |
|---|---|---|---|
| 10'x40' LOADING SPACE | 7 | TOTAL REQUIRED PARKING 762 less 15%= | 648 |
| 10'x25' LOADING SPACE | 5 | PARKING PROVIDED | 650 |
| | | REGULAR | 630 |
| TOTAL LOADING | 12 | HANDICAP | 20 |




PARKING LOT LIGHT FIXTURE

FIXTURE SCHEDULE

| TYPE | DESCRIPTION | MANUFACTURER AND CATALOG NUMBER | MOUNTING | LAMP DATA QUANTITY | WATTS | TYPE | VOLTAGE | TOTAL WATTAGE | NOTES |
|---|---|---|---|---|---|---|---|---|---|
| A | 16' POLE MOUNTED TWO HEAD LUMINAIRE | McGRAW-EDISON (2) GMA40129AR/FG(SMH) (2) MA1004 ARM POLE: (1) SSS-5M13SFM2 | 16' POLE SEE DETAIL (THIS SHEET) FOR BASE DETAIL | 2 | 400 | MH | 277V, 1ø | 930 | DARK BRONZE |
| B | 16' POLE MOUNTED SINGLE HEAD LUMINAIRE | McGRAW-EDISON (2) GMA40129AR/FG(SMH) (2) MA1004 ARM POLE: (1) SSS-5M13SFM2 | 16' POLE SEE DETAIL (THIS SHEET) FOR BASE DETAIL | 1 | 400 | MH | 277V, 1ø | 1100 | DARK BRONZE |
| C | BUILDING FACADE FLOODLIGHT | McGRAW-EDISON (1) AMF4012923/LL/IL/AM (1) TENON TO MATCH FIXTURE | 16' POLE SEE DETAIL (THIS SHEET) FOR BASE DETAIL | 1 | 400 | MH | 277V, 1ø | 465 | DARK BRONZE MOUNT FIXTURE 1'-0" ABOVE TOP OF POLE |
| D | WALL MOUNTED SINGLE HEAD LUMINAIRE | McGRAW-EDISON (1) GMA-401-2-5-3V (1) MA1039 WALL BRACKET | WALL MOUNT 12" BELOW ROOF LINE | 1 | 400 | MH | 277V, 1ø | 465 | DARK BRONZE |
| E | POLE MOUNTED FOUR HEAD LUMINAIRE | SUN VALLEY (4) LG18/YC/WP/4/90/CWA (4) XBA-4-90 ARM (1) 3000 BASE (1) 1075C SHAFT | 13' POLE | 4 | 175 | MH | 277V, 1ø | 840 | DARK BRONZE LUMINAIRE MAX. HEIGHT 16'-0" |
| F | POLE MOUNTED SINGLE HEAD LUMINAIRE | SUN VALLEY (2) LAE1/YE/WP/IL (4) XBA-2-180 ARM (1) 3000 BASE (1) 1075C SHAFT | 14' POLE | 2 | 250 | MH | 277V, 1ø | 590 | DARK BRONZE FIXTURE TO MATCH CITY STREET LIGHT |
| G | CYLINDER DOWNLIGHT MOUNTED IN TRELLIS | LITHONIA (1) CFL10-2-28DTT-7-RW-173-277-GEB10-WL | SURFACE | 2 | 26TT | FL | 277V, 1ø | 32 | |
| H | UNDER CANOPY LUMINAIRE | PRESCOLITE (1) 1238M10-250MHFE-B850L | CEILING RECESSED | 1 | 250 | MH | 277V, 1ø | 295 | |
| J | WALL MOUNTED SINGLE HEAD LUMINAIRE | McGRAW-EDISON VWS-100-MH-277-3S-VWS/EM-BZ | WALL MOUNT 12" BELOW ROOF LINE | 1 | 100 | MH | 277V, 1ø | 125 | |
| K | POLE MOUNTED SINGLE HEAD LUMINAIRE | SUN VALLEY (4) LAE1/YE/WP/IL (1) 3000 BASE (1) 1075C SHAFT | 14' POLE | 1 | 250 | MH | 277V, 1ø | 295 | DARK BRONZE FIXTURE TO MATCH CITY STREET LIGHT |
| L | WALL MOUNTED | HYDREL TENERIFE-G6/F-MH50-277-AO-BRZ-RBIII | 10'-0" | 1 | 50 | MH | 277V, 1ø | 75 | DARK BRONZE |
| M | POLE MOUNTED | KICHLER RIPLEY COLLECTION 490630Z | 8'-0" | 1 | 60 | IN | 120V, 1ø | 60 | DARK BRONZE |

ABBREVIATIONS

| | |
|---|---|
| AI | – Area Inlet |
| ANGP | – ANGLE POINT |
| Asph | – Asphalt |
| B/B | – Back to Back |
| Bk | – Back |
| Box | – Box Culvert |
| C-Pvmt | – Concrete Pavement |
| CB | – Catch Basin |
| CB | – Catch Basin |
| CI | – Curb Inlet |
| CL | – Cntrline |
| CMP | – Corregated Metal Pipe |
| CMP | – Corregated Metal Pipe |
| CP | – Concrete Pipe |
| CTV | – Cable Television |
| ChB | – Chord Bearing |
| Conc | – Concrete |
| Conc | – Concrete |
| Cor | – Corner |
| DB | – Deed Book |
| DCB | – Double Catch Basin |
| DFL(N) | – Drop FL from North |
| DIP | – Ductile Iron Pipe |
| Ditch | – Ravine/Ditch |
| E | – Electric |
| E. | – Edge |
| EM | – Electrical Meter |
| F/F | – Face to Face |
| FB | – See Field Book |
| FES | – Flared End Section |
| FF | – Finish Floor |
| FH | – Fire Hydrant |
| FL | – Flowline |
| FL 15" | – Flowline 15 In |
| FL 24" | – Flowline 24 In |
| FS | – FS Station |
| Fd CM | – Found Concrete Monument |
| Fen | – Cyclone Fence |
| G Mrkr | – Gasline Marker |
| GAS | – UG Gas Line |
| GI | – Grate Inlet |
| GW | – Guy Wire |
| Gas Lt | – Gas Light |
| Gr MH | – Grate Manhole |
| Grav Rd | – Gravel Road |
| Hdwl | – Headwall |
| Is | – Island |
| L | – Length of Curve |
| MH | – Manhole |
| MH | – Manhole |
| MHTD R/W Mrkr | – MHTD R/W Marker |
| N/F | – Now or Formerly |
| Nail | – Set 60d Nail |
| OHE | – Overhead Electric |
| OHE&T | – Overhead Electic & Telephone |
| PB | – Plat Book |
| PG | – Page |
| PL | – Property Line |
| PVC | – Polyvinyl Chloride Pipe |
| R | – Radius |
| R/W | – Right of Way |
| RCP | – Reinforced Concrete Pipe |
| RP | – Rod Pt |
| SS | – Side Station |
| Shldr | – Shoulder |
| Stop | – Stop Sign |
| T JB | – Telephone Junction Box |
| T MH | – Telephone Manhole |
| TB | – Top of Bank |
| TBR | – To Be Removed |
| TBR&R | – To Be Removed & Replaced |
| TBRel | – To Be Relocated |
| TC | – Top Curb |
| TS | – Toe of Slope |
| Tr Line | – Treeline |
| Trans Pad | – Transformer Pad |
| Tree | – Tree-Deciduous |
| Typ | – Typical |
| UE MH | – Union Electric MH |
| UG E | – UG Electrical Line |
| UG T | – UG Telephone Line |
| UGE | – Underground Electric |
| UGFO | – Underground Fiber Optic |
| UGT | – Underground Telephone |
| UIP | – Use In Place / Use in Place |
| UP | – Utility Pole |
| UP/Trans | – Utility Pole/Transformer |
| VCP | – Vitrified Clay Pipe |
| W | – Water Service |
| WL | – Water Line |
| WV | – Water Valve |
| Walk | – Sidewalk |
| Wall | – Concrete Wall |

REVISIONS

AMENDED SITE DEVELOPMENT PLAN
# DIERBERGS WILDWOOD

TAYLOR ROAD — WILDWOOD, MISSOURI

Prepared for:

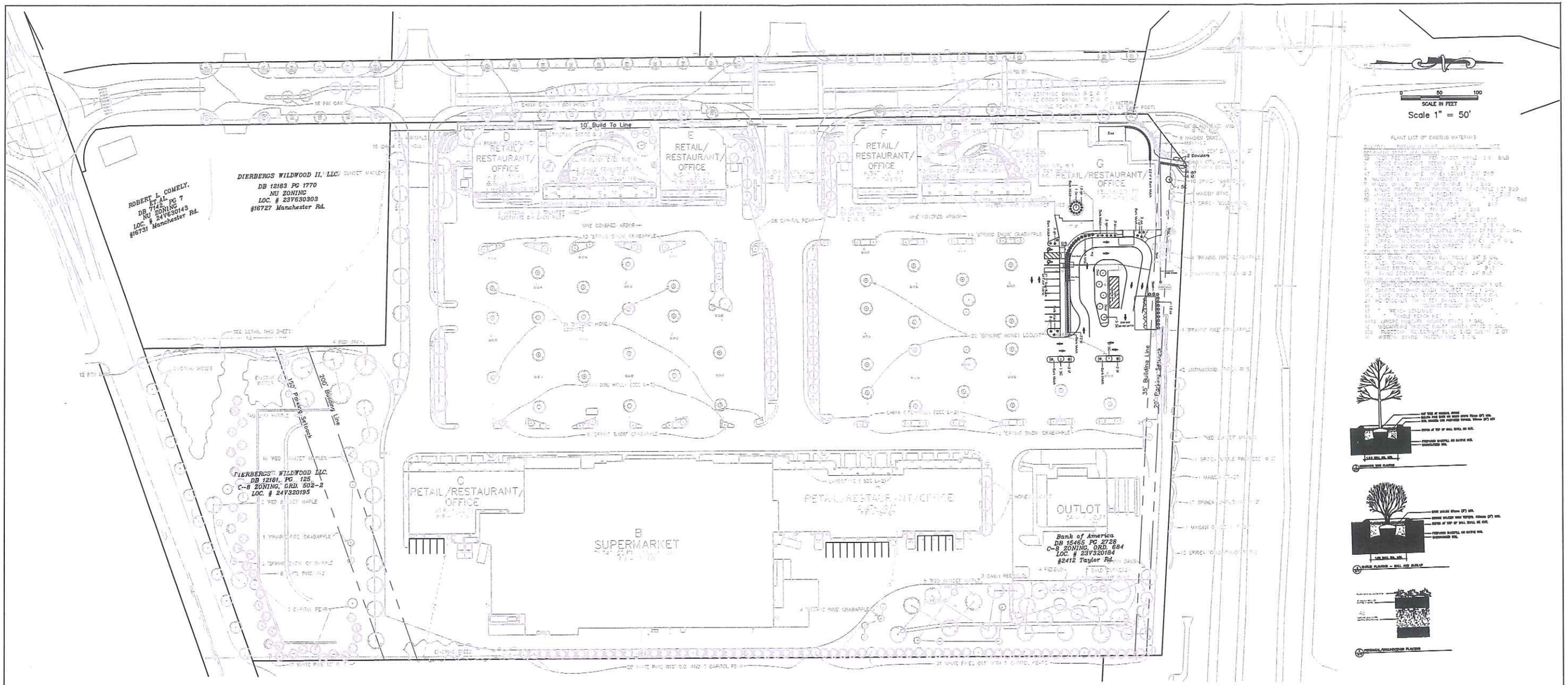
DIERBERGS MARKET
16690 SWINGLEY RIDGE ROAD
CHESTERFIELD, MISSOURI 63005
(636) 532-8884

STATE OF MISSOURI — MARTY C. HENSON — NUMBER E-19451 — REGISTERED PROFESSIONAL ENGINEER

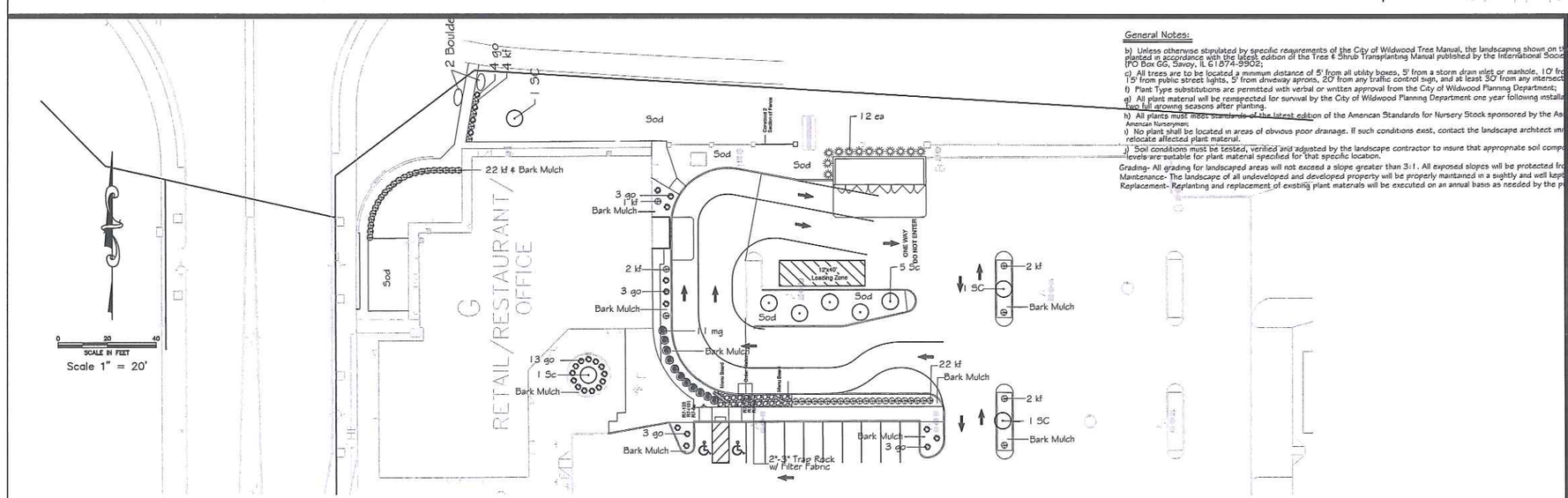
Marty C. Henson, Professional Engineer, E-19451

HENSON CONSULTING, LLC
CIVIL ENGINEERING-LAND PLANNING-PROJECT MANAGEMENT
2317 OSSENFORT ROAD
GLENCOE, MO 63038
Office-636-458-4402
Fax-636-458-4401
Cell-636-399-6444
EMAIL: mh8@sbcglobal.net

| | |
|---|---|
| Designed | MCH |
| Drawn | MCH |
| Checked | MCH |
| Date | May 17, 2016 |
| Project Number | 05024 |
| Sheet Number | 1 of 2 |






ENLARGEMENT OF AREA RECEIVING UPDATED LANDSCAPE PLANTING

General Notes:

b) Unless otherwise stipulated by specific requirements of the City of Wildwood Tree Manual, the landscaping shown on this plan must be planted in accordance with the latest edition of the Tree & Shrub Transplanting Manual published by the International Society of Arboriculture (PO Box 66, Savoy, IL 61874-3902;

c). All trees are to be located a minimum distance of 5' from all utility boxes, 5' from a storm drain inlet or manhole, 10' from a fire hydrant, 15' from public street lights, 5' from driveway aprons, 20' from any traffic control sign, and at least 30' from any intersection;

f) Plant Type substitutions are permitted with verbal or written approval from the City of Wildwood Planning Department;

g) All plant material will be reinspected for survival by the City of Wildwood Planning Department one year following installation and again two full growing seasons after planting.

h) All plants must meet ~~standards of~~ the latest edition of the American Standards for Nursery Stock sponsored by the Association of American Nurseymen;

i) No plant shall be located in areas of obvious poor drainage. If such conditions exist, contact the landscape architect immediately to relocate affected plant material.

j) Soil conditions must be tested, verified and adjusted by the landscape contractor to insure that appropriate soil composition and pH levels are suitable for plant material specified for that specific location.

Grading- All grading for landscaped areas will not exceed a slope greater than 3:1. All exposed slopes will be protected from erosion as needed.
Maintenance- The landscape of all undeveloped and developed property will be properly maintained in a sightly and well kept manner.
Replacement- Replanting and replacement of existing plant materials will be executed on an annual basis as needed by the property owner.

PLANT MATERIAL LIST OF NEW MATERIALS

| QTY. | SYM. | COMMON NAME | SIZE |
|---|---|---|---|
| 8 | Sc | Dwarf Sargentina Crab | 2" Cal. |
| 12 | ea | Emerald Green Arborvitae | 6' Ht. |
| 29 | go | Grey Owl Juniper | 5 Gal. |
| 55 | kf | Karl Foerster Feather Reed Grass | 5 Gal. |
| 11 | mg | Maiden Grass | 5 Gal. |
| 2 | | 2"- 3" Trap Rock | Ton |
| 200 | | Filter Fabric | Sq. Ft. |
| 22 | | Bark Mulch | Cu. Yd. |
| 350 | | Sod Disturbed Areas | Sq. Yd. |
| 2 | | Boulders | Each |

| | | | |
|---|---|---|---|
| 2 | 6-1-18 | MGH | Added 12 arborvitae north of trash enclosure |
| 1 | 5-11-18 | MGH | Replace 8 GO with 3 SC |

REVISIONS

SITE DEVELOPMENT LANDSCAPE PLAN

# DIERBERGS WILDWOOD

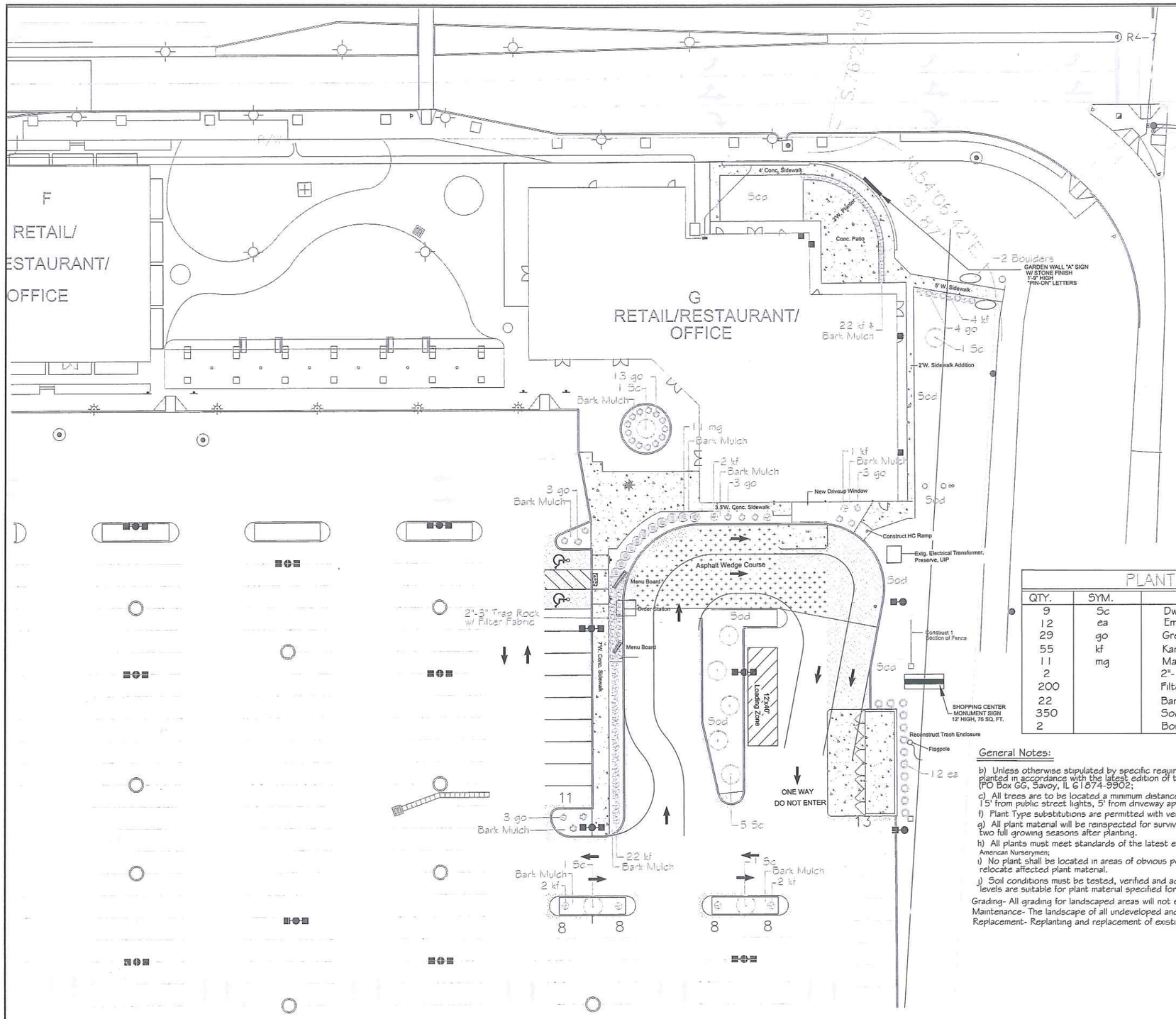
TAYLOR ROAD — WILDWOOD, MISSOURI

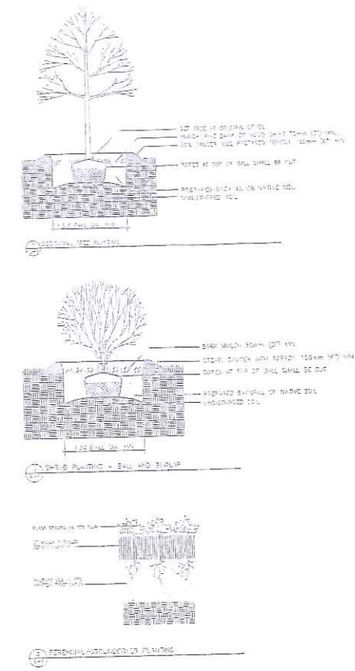
Prepared for:

DIERBERGS MARKETS
16690 SWINGLEY RIDGE ROAD
CHESTERFIELD, MISSOURI
636-532-8884

A. Waldbart & Sons Nursery
1420 Teson Road
Hazelwood, Missouri 63042
314-892-4589

| | |
|---|---|
| Designed | JP |
| Drawn | JP |
| Checked | JP |
| Date | April 15, 2016 |
| Project Number | 14052-3 |
| Sheet Number | 2 of 2 |



## PLANT MATERIAL LIST

| QTY. | SYM. | COMMON NAME | SIZE |
|---|---|---|---|
| 9 | Sc | Dwarf Sargentina Crab | 2" Cal. |
| 12 | ea | Emerald Green Arborvitae | 6' Ht |
| 29 | go | Grey Owl Juniper | 5 Gal. |
| 55 | kf | Karl Foerster Feather Reed Grass | 5 Gal. |
| 11 | mg | Maiden Grass | 5 Gal. |
| 2 | | 2"- 3" Trap Rock | Ton |
| 200 | | Filter Fabric | Sq. Ft. |
| 22 | | Bark Mulch | Cu. Yd. |
| 350 | | Sod Disturbed Areas | Sq. Yd. |
| 2 | | Boulder | Each |

## General Notes:

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## LANDSCAPE PLAN

20' 0' 20' 40' 60'

SCALE: 1"=20'

NOTICE

This drawing is the property of A. Waldbart and Sons Nursery. Each plan formulated by our firm involves original thought and ideas; therefore, we reserve the copyright to any design prepared by our staff. Use of this plan and/or any portion thereof for competitive bids, pricing, or related purposes is illegal without our written permission.

PROJECT # I 2422

# Panera Bread Driveup Window

Dierbergs Wildwood, LLC

895-4589

A. WALDBART AND SONS Nursery
Established 1872

Landscape Designers, Landscape Contractors & Nurserymen

1420 Tesson Rd., Hazelwood, MO 63042

| Date | 03-03-16 | Revised | 03-28-16 | Sheet | L-1 |
|---|---|---|---|---|---|
| | | | 04-15-16, 05-04-16, 05-24-16 | | |
| Scale | 1" = 20' | Approved | | Drawn By | JPP |

# SITE IMPROVEMENT PLANS
# FOR
# PANERA DRIVEUP WINDOW
# DIERBERGS WILDWOOD TOWNE CENTER
# WILDWOOD, MISSOURI

JUNE 3, 2016

**SITE AND PAVING NOTES**

1. The site address is #2400 Taylor Road, Wildwood, MO 63040
2. Contractor shall notify the Engineer as soon as possible if actual ground conditions differ from those shown on the Plans.
3. Paint used for pavement striping shall be Sherwin Williams "Pro-Mar" traffic marking paint, Series B29.Y.2 or Glidden traffic paint #63228. Lane striping and direction arrows shall be yellow in color; parking stall striping shall be white. Contractor shall apply two coats within twenty-four hours of each application. Painting shall be performed prior to allowing any traffic on the new pavement.
4. All dimensions are to the back of curb unless otherwise noted. Curb radii is three feet unless otherwise noted.
5. Asphalt pavement, portland cement concrete pavement, curbs, and sidewalks shall be constructed in accordance with St. Louis County Department of Highways and Traffic " *Standard Specifications for Road and Bridge Construction* " , latest edition. Aggregate base course shall be compacted to 95 percent of optimum dry density as determined by the Standard Proctor test (ASTM D 1557)
6. All curb shall be vertical concrete with 6" reveal unless noted otherwise on the plans. Deviations are noted by the curb height shown in parentis following spot elevations
7. Finish grades across designated handicap parking spaces and minimum grade across pavement shall be two percent, or 1' in 48'.
8. Contractor to furnish and install two bikes racks in locations shown on the site plan. Bike racks shall be Model EC2-05-SM as manufactured by Sitescapes, P.O. Box 22326, Lincoln, Nebraska 888-331-9464

**UTILITY CONSTRUCTION NOTES**

1. No changes to existing utilities are anticipated.

**SEWER NOTES**

1. There are no stuorm and sanitary sewers to be constructed on this project
2. Contractor shall conduct and phase his work such that storm water drainage is maintained at all times.
3. Prior to starting his work, the Contractor shall expose and verify the actual elevations and locations of all utilities or sewers which could impact the proposed sewer construction.
4. Limits of Disturbance:The contractor shall stay within the limits of disturbance as shown on the plans and minimize disturbance within the work area wherever possible.
5. External grease traps will be used. See catalog "cut" sheets on Sheet C-7 of these plans for grease traps to be used.MSD sampling manhole to be located on a private lateral in an accessible location for MSD sampling. Sampling manhole shall be located downstream of grease trap and all other commercial sanitary laterals to facilitate MSD sampling. Grease trap and sampling manholes shall be shown on the plans and not be located in drive-thru lanes or within parking spaces.
6. The decrease in impervious surfaces as result of this project is 380 square feet (0.009 acres). The decrease in stormwater runoff due to this change in impervious surface area is 0.009 ac. x 1.84 cfs per ac.=0.02 cfs.

**MSD STORMWATER MANAGEMENT NOTE :**

Land Area Disturbed=13,025 square feet (0.299 acres)

Any future land disturbance and/or increase in impervious area on this site may require additional stormwater management per MSD regulations in place at that time (including total land disturbance and/or imperviousness added on this plan P# 21628-05).

**GRADING NOTES**

1. Underground facilities, structures and utilities have been plotted from available surveys, records and information, and, therefore, do not necessarily reflect the actual existence, non-existence, size, type, depth, number or location of these facilities, structures and utilities. The Contractor shall be responsible for verifying the actual location of all underground facilities, structures and utilities, either shown or not shown on these plans. The underground facilities, structures and utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.
2. Prior to the submittal of his bid, the Contractor shall visit the project site and become familiar with existing conditions, project limits, points of access, existing utilities, construction obstacles, and the scope of the work. No allowance will be given to the Contractor as a result of his unfamiliarity with site conditions.
3. No grading is anticipated for the proposed improvements
4. Benchmark: STL Co. 11-109 Elev. = 461.36' "Standard Aluminum Disk" Stamped SL-41 1990; disk is set along the east side of Eatherton Road just north of the Shell pipeline marker; 19' east of the centerline of Eatherton and 60' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street Road and Eatherton Road.
5. See landscape plan by Waldbart Nursery for ground cover on those areas not covered by buildings or pavement.Prior to leaving the site, all vehicles shall have the mud washed off of there tires to prevent tracking mud on public roads.
6. The site requires no clearing or grubbing.

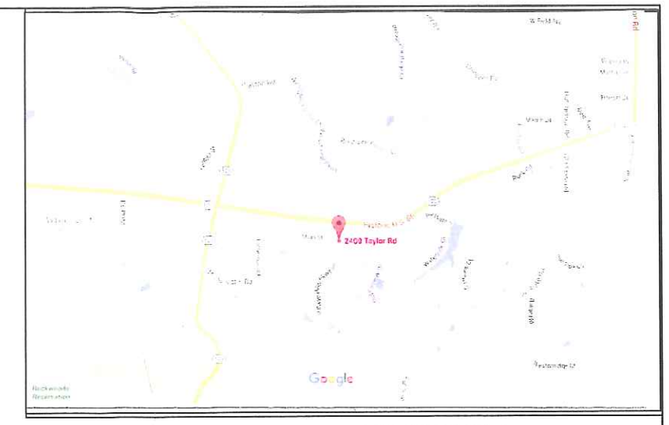
**Storm Water Pollution Prevention Notes**

1. Notify the City of Wildwood Department of Public Works 48 hours prior to the commencement of construction.
2. Parking on non-surfaced areas is prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
3. The streets surrounding this development and any street used for construction access thereto shall be kept free from mud and construction debris and shall be cleaned throughout the day.
4. All trash and debris on-site, either existing or from construction, must be removed and properly disposed of off-site.
5. All excavations, grading, or filling shall have a finished grade not to exceed a 3:1 slope (33%), unless specifically approved otherwise.
6. Erosion and siltation control shall be installed prior to any grading and be maintained throughout the project until adequate vegetative growth insures no further erosion of the soil and work is acceptable to the owner and/controlling regulatory agency.
7. At least once every week and after every rainfall event of 0.25 inches or more, erosion and siltation control devices shall be inspected for damage and amount of sedimentation accumulated and corrective actions taken. Reports of these inspections and corrective actions shall be prepared on the forms provided by the City and submitted to the Department of Public Works within 5 days of the date of inspection.
8. Temporary siltation control measures (structural) shall be maintained until vegetative cover is established at sufficient density to provide erosion control of the site.
9. Where natural vegetation is removed during grading, vegetation shall be reestablished as soon as possible in such density to prevent erosion.
10. When ground disturbance are completed or will be suspended for more than 5 days in any area, the disturbed area shall be seeded or otherwise stablilized to significantly reduce the erodibility of the soil. Protective measures may include a combination of seeding, sodding, mulching, aor other suitable means to protect the ground surface from erosion.
11. If construction activities which create bare earth occur during a season not favorable for immediate establishment of permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses shall be utilized to retard erosion, if adequate stromwater detention and erosion control devices have not be established.
12. Stormwater pipes, outlets and channels shall be protected by silt bariers and kept free of waste and silt at all times prior to final surface stabilization and/or paving.

**SHEET INDEX**


C-1 COVER SHEET
C-2 DEMOLITION PLAN
C-3 SITE /PAVING PLAN
C-4 GRADING & SWPP PLAN
C-5 MISCELLANEOUS DETAILS
C-6 TRASH ENCLOSURE DETAILS
DA DRAINAGE AREA MAP


REVISIONS




LOCATION MAP

LOT 1A OF DIERBERGS WILDWOOD, SUBDIVISON OF LOT 1
PLAT BOOK 351, PAGE 799
SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST
CITY OF WILDWOOD, COUNTY OF ST. LOUIS, MISSOURI

**ABBREVIATIONS**

| | | | |
|---|---|---|---|
| AI | Area Inlet | N/F | Now or Formerly |
| Aspt | Asphalt | OHE | Overhead Electric |
| ATG | Adjust to Grade | PB | Plat Book |
| B Co | Building Corner | PG | Page |
| CB | Catch Basin | PVC | Polyvinyl Chloride |
| ChB | Chord Bearing | Pvmt | Pavement |
| CL | Centerline | R | Radius |
| CMP | Corrugated Metal Pipe | RCP | Reinforced Conc. Pipe |
| CO | Cleanout | R/W | Right of Way |
| Conc | Concrete | ST | Sampling Tee |
| DB | Deed Book | TB | Top of Bank |
| DCB | Double Catch Basin | TBA | To be Adjusted |
| DFL | Downstream Flowline | TBR | To be Removed |
| DS | Downspout | TC | Top of Curb |
| EP | Edge of Pavement | TP | Top of Pavement |
| Fen | Fence | TW | Top of Wall |
| FES | Flared End Section | Trans | Transformer |
| FH | Fire Hydrant | TS | Toe of Slope |
| FF | Finish Floor | Typ | Typical |
| FL | Flowline | UE | Underground Electric |
| GI | Grease Inlet | UFO | Underground Communications |
| Gr MH | Grated manhole | UFL | Upstream Flowline |
| GM | Gas Meter | UIP | Use in Place |
| GV | Gate Valve | UP | Utility Pole |
| GW | Guy Wire | WM | Water Meter |
| L | Length | W MH | Water Manhole |
| Lt | Light | WV | Water Valve |
| MH | Manhole | YI | Yard Inlet |

**LEGEND**

- Wall Mounted Light
- Proposed Light Standard
- Connection (Proposed)
- Existing Contour (Screened)
- Proposed Contour
- Existing Elevation
- Proposed Elevation
- Fire Hydrant
- Concrete
- Doorway Entrance
- Drainage Flow
- Swale
- Direction Of Traffic
- Water Meter Or Valve
- Gas Meter Or Valve
- Electric Service
- Gas Service
- Exist. Combination Sewer
- Telephone Service
- Water Service
- Exist. Sanitary Sewer
- Exist. Storm Sewer
- Proposed Sanitary Sewer
- Proposed Storm Sewer
- Utility Pole w/ Guy Wires
- Right Angle
- Proposed Gate Valve
- MSD Grate Inlet
- MSD Manhole
- MSD Curb Inlet
- Cleanout and Sampling Tee
- Double Curb Inlet
- Trench Drain
- Electric Transformer

Underground facilities, structures & utilities have been plotted from available surveys, records & information, and therefore, do not necessarily reflect the actual existence, nonexistence, size, type, number of, or location of these facilities, structures, & utilities.

The Contractor shall be responsible for verifying the actual location of all underground facilities, structures, & utilities, either shown or not shown on these plans. The underground facilities, structures, & utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.

Call Before you DIG
TOLL FREE
1-800-344-7483
MISSOURI ONE-CALL SYSTEM INC.

**PROJECT CONTACTS**

Property Owner: Dierbergs Wildwood, LLC
c/o Mark Martin
1690 Swinglet Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

Architect: Answers, Inc.
450 Weidman Road
St. Louis, Missouri 63011
636-386-6707
Attn: Danielle Tritt

Fire District:
Metro West Fire Protection District
Hwy 109 and Manchester Rd
Wildwood, MO 63040
626-458-2100

Metropolitan St.Louis Sewer District
2350 Market Street
St. Louis, MO 63103-2555
314-768-6338

Landscape Architect:
Waldbardt Nursery
1420 Teson Road
Hazelwood, MO 63042
314-895-4589

MSD P# 21628-05 BASE MAP 23V & 24V

REVISIONS

COVER SHEET
PANERA BREAD DRIVEUP WINDOW
#2400 Taylor Road Wildwood, Missouri 63040

Prepared for:
Dierbergs Wildwood, LLC
16690 Swingley Rodge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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STATE OF MISSOURI
MARTY C. HENSON
NUMBER E-19451
REGISTERED PROFESSIONAL ENGINEER

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GLENCOE, MO 63038
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EMAIL: mh8@sbcglobal.net

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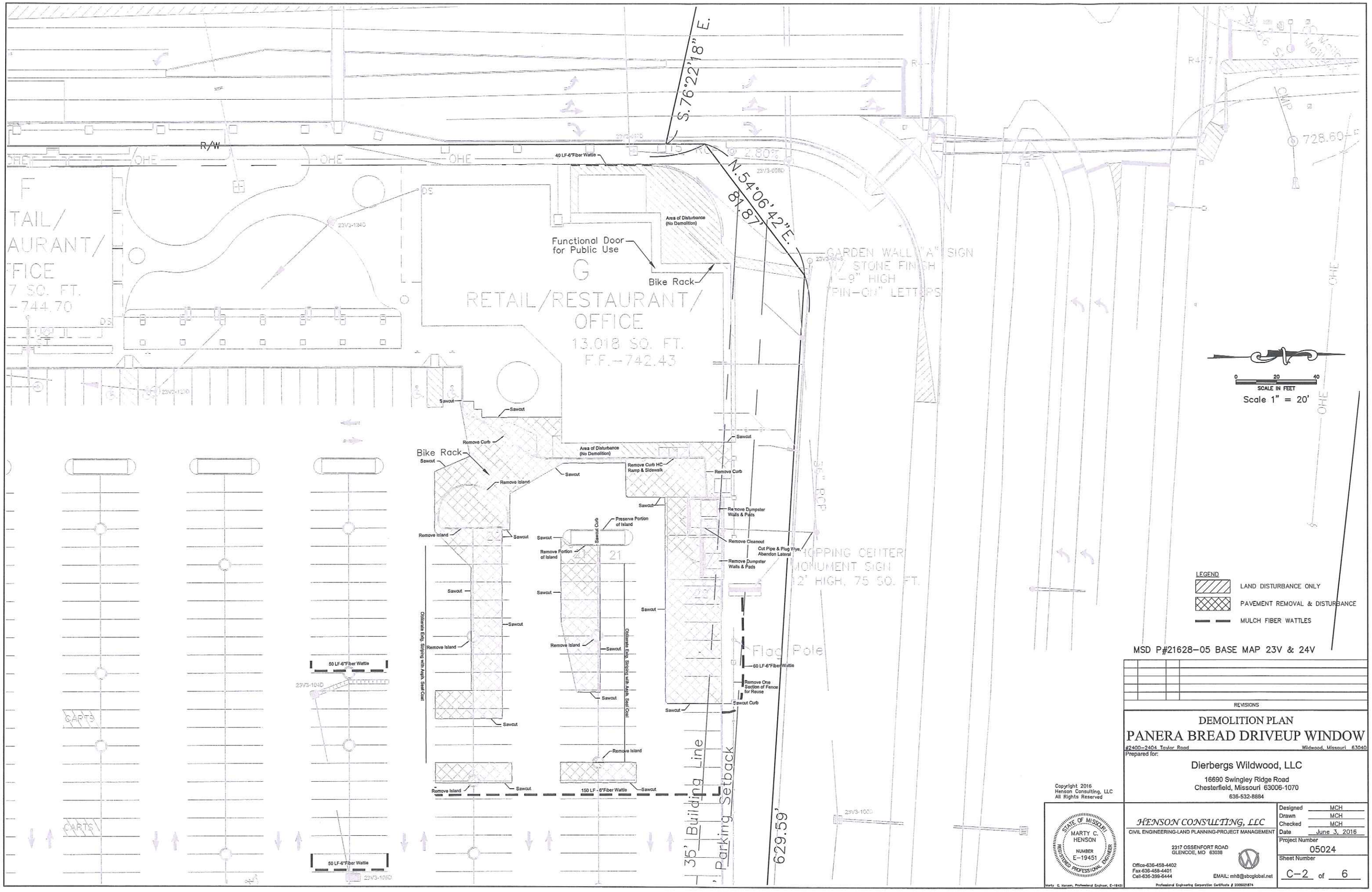
|---|---|
| Designed | MCH |
| Drawn | MCH |
| Checked | MCH |
| Date | June 3, 2016 |
| Project Number | 05024 |
| Sheet Number | C-1 of 6 |




REVISIONS

# DEMOLITION PLAN
# PANERA BREAD DRIVEUP WINDOW

#2400-2404 Taylor Road — Wildwood, Missouri 63040

Prepared for:

Dierbergs Wildwood, LLC
16690 Swingley Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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STATE OF MISSOURI — MARTY C. HENSON — NUMBER E-19451 — REGISTERED PROFESSIONAL ENGINEER

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EMAIL: mh8@sbcglobal.net

Professional Engineering Corporation Certificate # 2005021874

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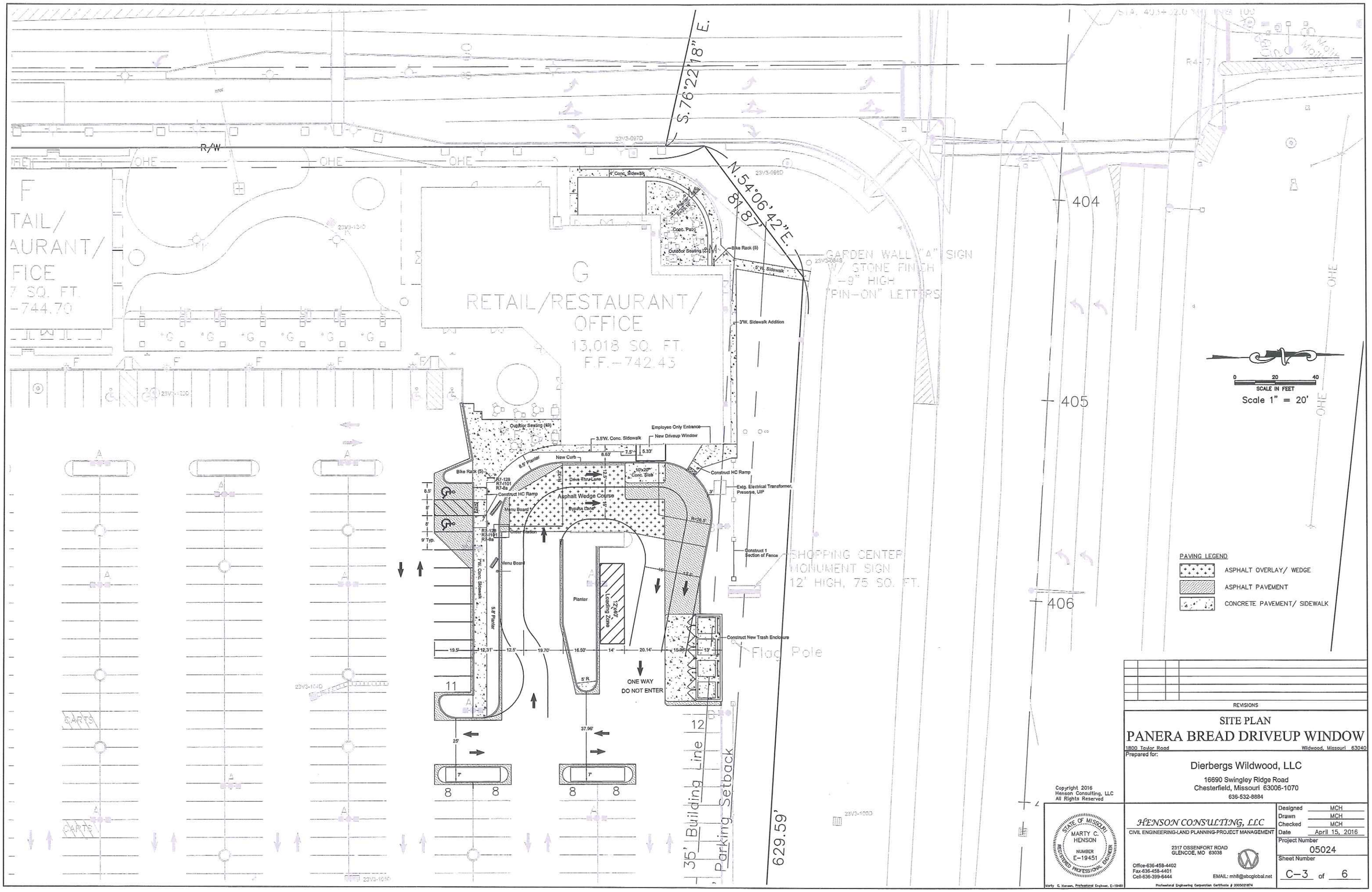
| Drawn | MCH |
| Checked | MCH |
| Date | June 3, 2016 |
| Project Number | 05024 |
| Sheet Number | C-2 of 6 |




REVISIONS

SITE PLAN

# PANERA BREAD DRIVEUP WINDOW

1800 Taylor Road — Wildwood, Missouri 63040

Prepared for:

Dierbergs Wildwood, LLC
16690 Swingley Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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Henson Consulting, LLC
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STATE OF MISSOURI
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Professional Engineering Corporation Certificate # 2000021874

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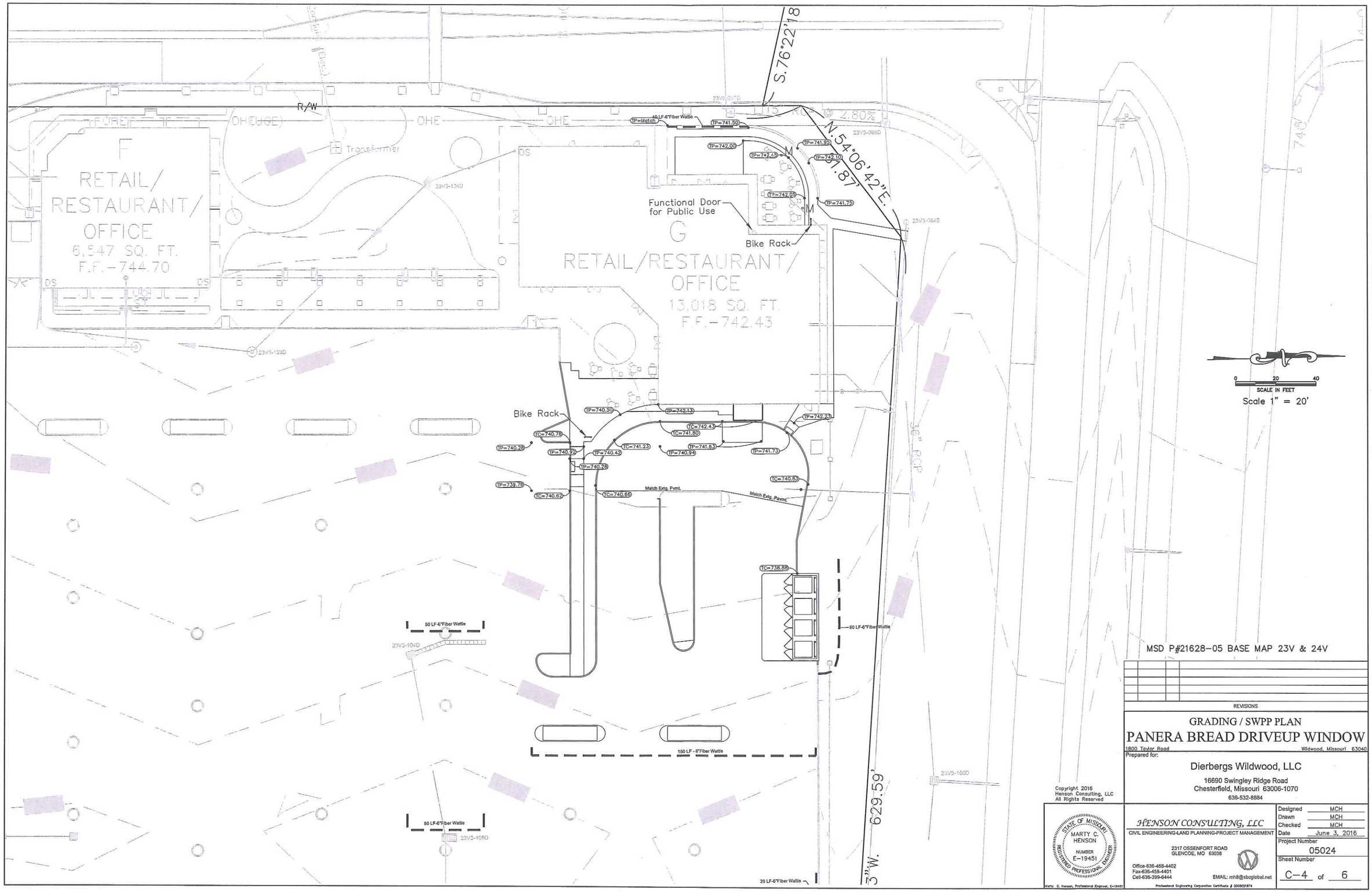
| Checked | MCH |
| Date | April 15, 2016 |
| Project Number | 05024 |
| Sheet Number | C-3 of 6 |




MSD P#21628-05 BASE MAP 23V & 24V

REVISIONS

GRADING / SWPP PLAN

# PANERA BREAD DRIVEUP WINDOW

1800 Taylor Road Wildwood, Missouri 63040

Prepared for:

Dierbergs Wildwood, LLC

16690 Swingley Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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Professional Engineering Corporation Certificate # 2005021874

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| Designed | MCH |
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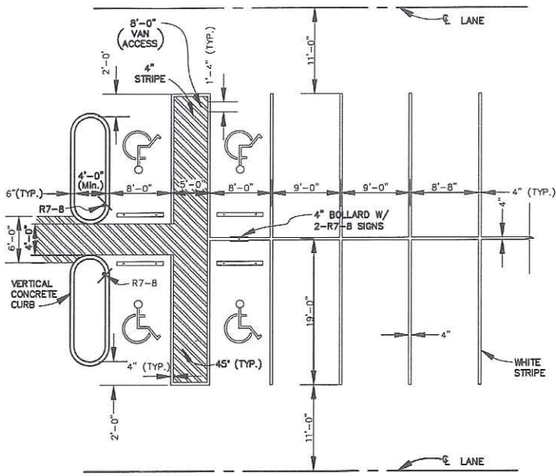
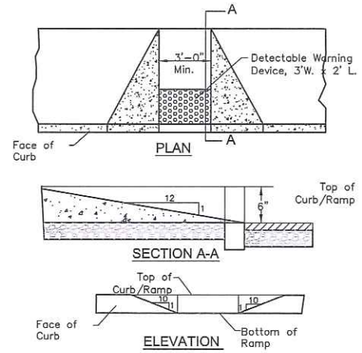
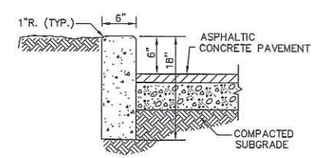
| Date | June 3, 2016 |
| Project Number | 05024 |
| Sheet Number | C-4 of 6 |



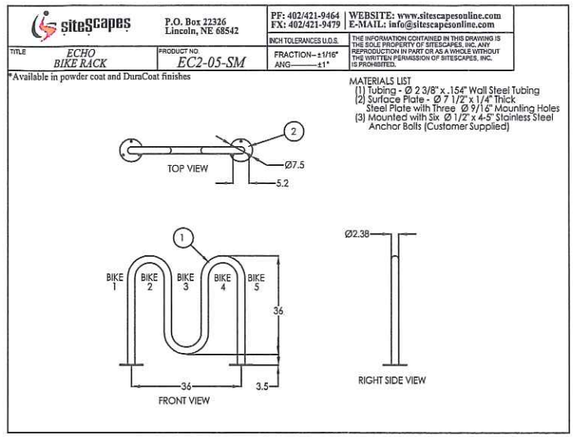

STRIPING–90° PARKING

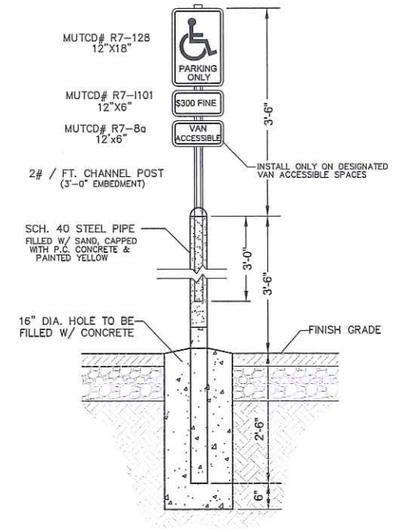



HANDICAP RAMP
(Contained Within Sidewalk)
NOT TO SCALE

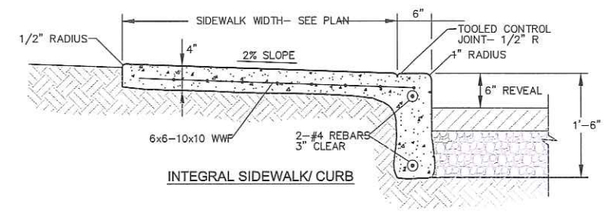



VERTICAL CONCRETE CURB
NOT TO SCALE

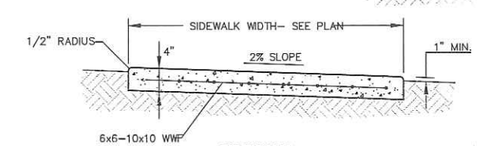



HANDICAP SIGN DETAIL

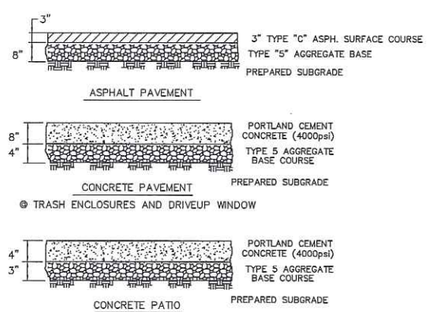



INTEGRAL SIDEWALK/ CURB

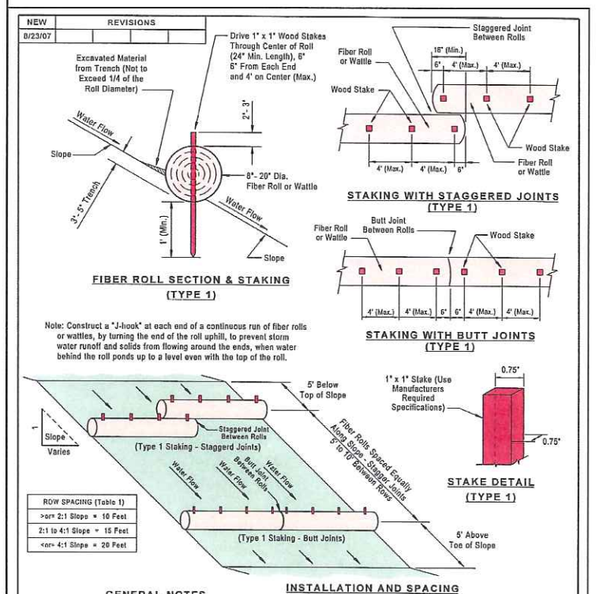



SIDEWALK

CONCRETE SIDEWALK
NOT TO SCALE




PAVEMENT DETAILS
NOT TO SCALE




MSD P#21628–05 BASE MAP 23V & 24V

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REVISIONS

MISCELLANEOUS DETAILS

# PANERA BREAD DRIVEUP WINDOW

1800 Taylor Road — Wildwood, Missouri 63040

Prepared for:

Dierbergs Wildwood, LLC
16690 Swingley Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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STATE OF MISSOURI — MARTY C. HENSON — NUMBER E-19451 — REGISTERED PROFESSIONAL ENGINEER (CIVIL)

Marty C. Henson, Professional Engineer, E-19451

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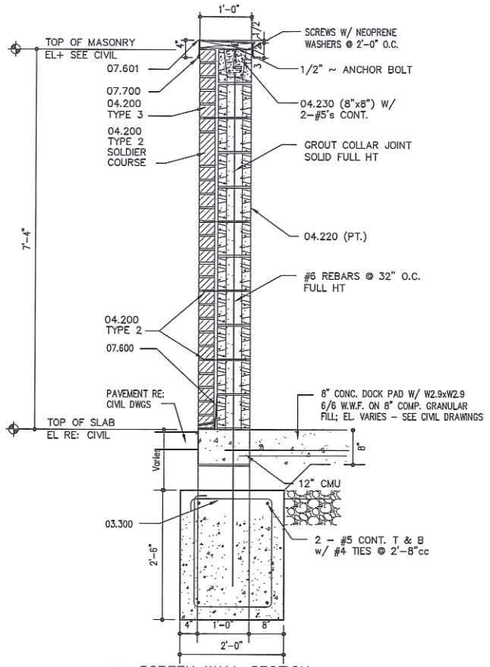
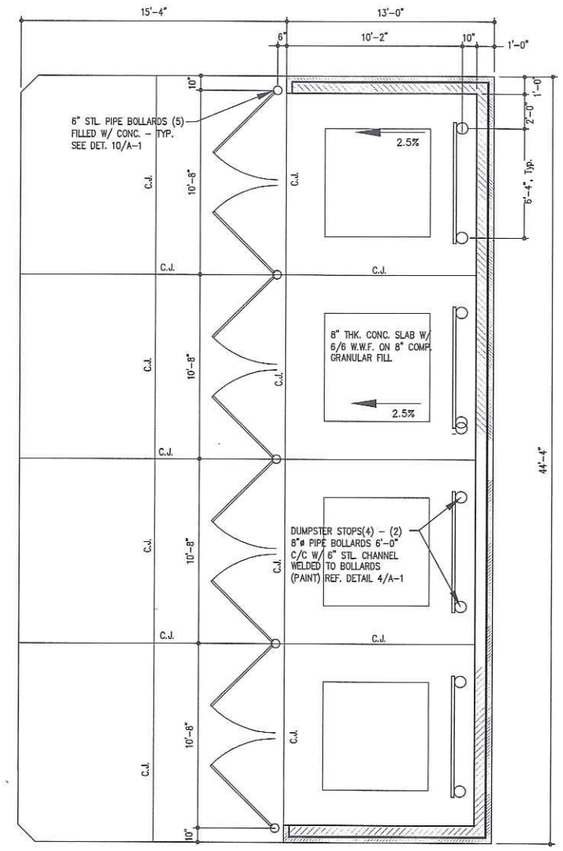
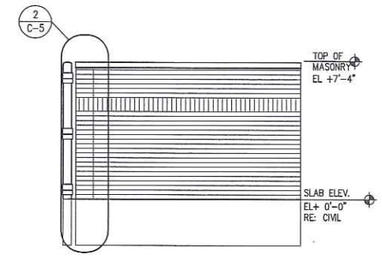
| | |
|---|---|
| Designed | MCH |
| Drawn | MCH |
| Checked | MCH |
| Date | June 3, 2016 |
| Project Number | 05024 |
| Sheet Number | C–5 of 6 |

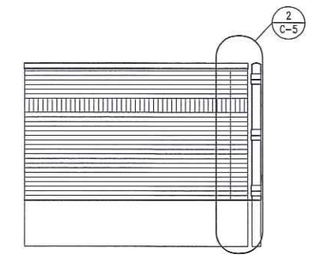



2 C-2 SCREEN WALL SECTION
SCALE: 3/4" = 1'-0"

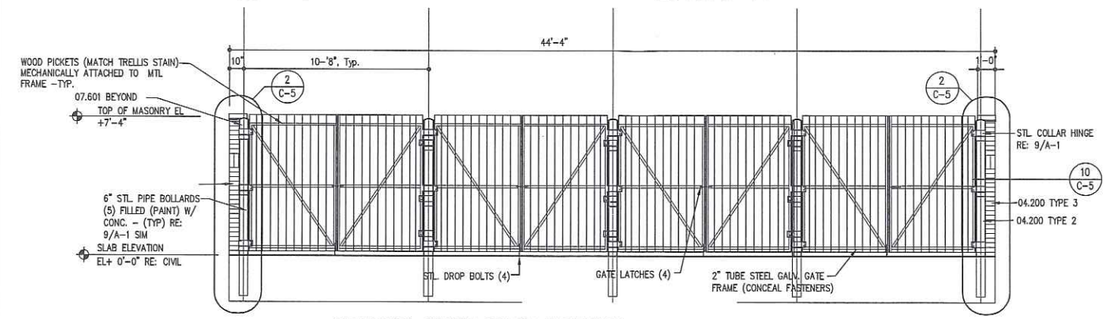


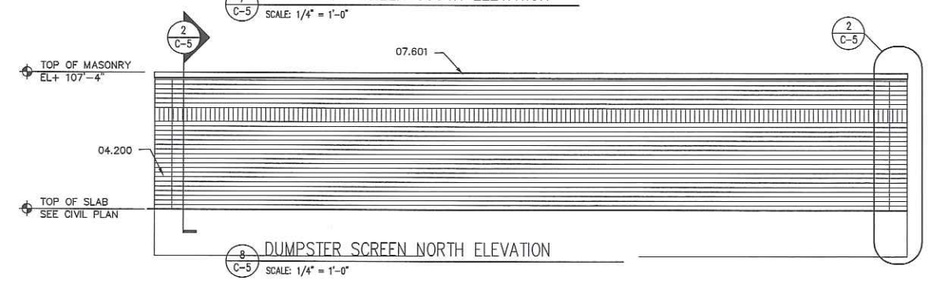

5 C-5 DUMPSTER SCREEN EAST ELEVATION
SCALE: 1/4" = 1'-0"



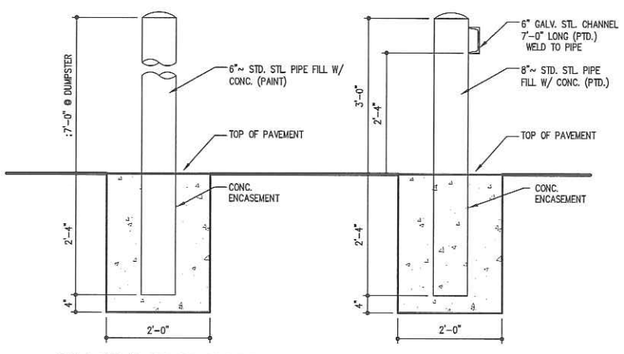

6 C-5 DUMPSTER SCREEN WEST ELEVATION
SCALE: 1/4" = 1'-0"




7 C-5 DUMPSTER SCREEN SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

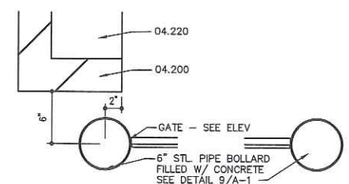



8 C-5 DUMPSTER SCREEN NORTH ELEVATION
SCALE: 1/4" = 1'-0"



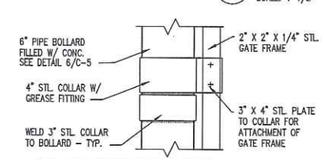

3 C-5 BOLLARD/GATE POST DETAIL
SCALE: 3/4"=1'-0"

4 C-5 BOLLARD DETAIL
SCALE: 3/4"=1'-0"




10 C-5 HINGE PLAN DETAIL
SCALE: 1-1/2" = 1'-0"

11 C-5 CENTER HINGE PLAN DET.
SCALE: 1-1/2" = 1'-0"




NOTE: PAINT ENTIRE ASSEMBLY

9 C-5 HINGE ELEVATION DETAIL
SCALE: 1-1/2" = 1'-0"

MSD P#21628-05 BASE MAP 23V & 24V

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REVISIONS

TRASH ENCLOSURE DETAILS

# PANERA BREAD DRIVEUP WINDOW

1800 Taylor Road — Wildwood, Missouri 63040

Prepared for:

Dierbergs Wildwood, LLC
16690 Swingley Ridge Road
Chesterfield, Missouri 63006-1070
636-532-8884

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STATE OF MISSOURI
MARTY C. HENSON
NUMBER E-19451
REGISTERED PROFESSIONAL ENGINEER

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Marty C. Henson, Professional Engineer, E-19451

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|---|---|
| Designed | MCH |
| Drawn | MCH |
| Checked | MCH |
| Date | June 3, 2016 |
| Project Number | 05024 |
| Sheet Number | C-6 of 6 |

# ATTACHMENT B

## *Site-Specific Ordinance*

BILL NO.: 2157 ORDINANCE NO.: 2157

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMENDATION REPORT PREPARED BY THE PLANING AND ZONING COMMISSION DATED FEBRUARY 1, 2016.** (Ward Eight)

**WHEREAS,** one (1) of the first major projects in the newly-defined Town Center Area of Wildwood was Dierbergs Town Center, a development of over 150,000 square feet, anchored by a supermarket, four (4) liner buildings, and two (2) sections of in-line, multi-tenant spaces; and

**WHEREAS,** as part of this development, many new design components were employed to create the character sought by the tenants of New Urbanism, such as buildings fronting the street with little or no setback from it, engaging architecture, consistent and attractive streetscapes, and enjoyable public spaces, which all exist in this development; and

**WHEREAS,** the governing ordinance approved by the City Council contained a number of conditions to ensure that patrons of the businesses could park once and walk to multiple locations in a pedestrian friendly environment, leading to an allowance for only one (1) drive through facility, i.e. financial institution being authorized within the development's boundaries; and

**WHEREAS,** with the development of this site, after the ordinance's approval, a financial institution purchased an the outlot and installed the drive-through facility, which was authorized as part of the initial overall development; and

**WHEREAS,** the building located on Outlot G was also constructed about the same time as the development of the supermarket and its first tenant was an Applebee's Restaurant, which anchored this location at the major intersection of State Route 100 and the newly-constructed Taylor Road; and

**WHEREAS,** this tenant, one (1) of three (3) located in the building, was in place for less than three (3) years and closed the restaurant and, for the most part, the majority of this building has remained vacant for the last ten (10) plus years, which was a disappointment to all parties working to make the Town Center Area a viable location for all types of businesses; and

**WHEREAS,** a new party is interested in this space and has requested a drive-through facility in conjunction with its casual dining business, which requires a change to the governing ordinance for this purpose; and

**WHEREAS,** the Planning and Zoning Commission held a hearing on this matter at its February 1, 2016 meeting and heard the details relating to the relocation of the St. Louis Bread Company from Schnucks Wildwood Crossing to this location and the need for the drive-through facility, which its current location lacks, and has led the company to seek another site for this very popular Wildwood restaurant; and

**WHEREAS,** with supporting the design of the new drive-through facility and the current ordinance governing the overall development recommended for the needed changes, the Planning and Zoning Commission did add a number of modifications to the exiting legislation to ensure this new addition to the center functioned safely and addressed the tenants of the Town Center's walkability, as much as practically possible, leading to a list of conditions in this regard; and

**WHEREAS,** the vote on this matter was unanimous by the Planning and Zoning Commission and the recommendation was then forwarded to the City Council for its public hearing upon the changes to the governing ordinance, which was held on February 8, 2016, where a vote was taken in support of the preparation of legislation for these modifications, with the members noting the need to retain this use in the City and provide it the necessary components for it to be competitive and meet customers needs in today's world; and

**WHEREAS**, the City Council, through its Charter and under its vested authority in State Statute is empowered to consider such land use decisions and act accordingly to preserve and protect the public's health, safety, and general welfare.

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

**Section One.** The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby amended by approving changes to existing Amended C-8 Planned Commercial District Ordinance #1001 (Town Center Downtown District) regulations, which are set forth therein for the following described tract of land:

*A tract of land being part of Section 1, Township 44 North, Range 3 East, St. Louis County, Missouri, and being described as follows:*

*Beginning at a point in the Northern right-of-way line of Manchester Road, 60 feet wide, at its intersection with the East line of Taylor Road, 15 feet wide; thence leaving said Northern line of Manchester Road and running along the Eastern line of Taylor Road and the Eastern line of property conveyed to A.R. Harrell by deed recorded in Book 5168, Page 604 of St. Louis County records, North 1 degree 09 minutes 26 seconds East, 311.57 feet to the Northeast property and the Northern line of Taylor Road, North 86 degrees 52 minutes 37 seconds West, 325.61 feet to the Southeast corner of property conveyed to Roosevelt Motan by deed recorded in Book 2883, Page 367 of St. Louis County records; thence along the Eastern line of said Motan property and the Eastern line of property conveyed to Marshall Hinkle by deed recorded in Book 2909, Page 235 the Eastern line of property conveyed to Booker Holly by deed recorded in Book 3216, Page 355 and the Eastern line of property conveyed to K.R. and M.I. Berry by deed recorded in Book 6786, Page 1504, all of St. Louis County records, North 1 degree 20 minutes 23 seconds East 960.97 feet to a point in the Southern right-of-way line of Missouri State Route 100; thence along said right-of-way line, South 75 degrees 5 minutes 55 seconds East, 56.62 feet and South 85 degrees 02 minutes 20 seconds East, 679.67 feet to a point in the western line of Parcel #7of property conveyed to S. Lambeth by deed recorded in Book 6770, Page 218 of the St. Louis County records; thence along the Western line of said Lambeth property, South 1 degree 35 minutes 46 seconds West, 1090.28 feet to a point in the Northern right-of-way line of Manchester Road, as aforementioned; thence along right-of-way line South 72 degrees 31 minutes 40 seconds West, 424.92 feet to the point of beginning and containing 17.986 acres, and including the additional right-of-way area purchased from the State of Missouri along Route 100.*

**Section Two:** The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated February 1, 2016, which is incorporated herein by reference as is fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

**1. PERMITTED USES**

The uses allowed in this Amended C-8 (Town Center Downtown) Planned Commercial District shall be limited to all permitted "Downtown" District uses as defined in the Town Center Plan (as amended March 2, 1998) with associated parking, excluding churches, recreational facilities (including indoor theaters and outdoor activities), hotels, sewage treatment plants, research laboratories and facilities, and office/warehouse units.

2. **FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS**

a. The uses permitted in this Amended C-8 Planned Commercial District shall be contained in a total of six (6) buildings (Buildings A through C (main building complex), as shown on petitioner's Preliminary Development Plan, and for the purposes of this ordinance, shall constitute a single building) not to exceed one hundred fifty-one thousand (151,000) square feet in gross floor area. Of these one hundred fifty-one thousand (151,000) square feet, maximum allowable building sizes shall be as follows:

| Building Type** | Size (square feet) |
|---|---|
| Retail (Building A) | 21,500 |
| Supermarket (Building B) | 73,000 |
| Retail (Building C) | 11,000 |
| Retail (Building D) | 6,600 |
| Retail (Building E) | 6,600 |
| Restaurant (Building F) | 6,600 or 150 seats |
| Restaurant (Building G) | 13,000 or 300 seats |
| ~~Filling Station and related~~ Retail ~~(authorized in lieu of Building H)~~ | 4,200 |
| **Financial Institution, with a Drive Through Facility** ~~Retail/Restaurant/Other (Building H)~~ | ~~7,500 or 150 seats~~ |

** The designated use of "retail," "office," and "restaurant" may be interchanged for purposes of the permitted uses.

b. The maximum number of out-parcels located abutting the Taylor Road right-of-way shall be four (4) in total, with no more than five (5) out-parcel buildings within the boundaries of this Amended C-8 Planned Commercial District. The orientation of these buildings shall be as shown on the Site Development Plan submitted by the petitioner, as part of the rezoning request.

c. Out-parcel buildings abutting Taylor Road shall be designed to accommodate a liner footprint, with a depth no greater than eighty (80) feet.

d. Only one (1) fast-food restaurant, with a drive-through facility, ~~or a filling station for automobiles with related retail~~ shall be allowed within the boundaries of this Amended C-8 Planned Commercial District. ~~Whichever of the two (2) uses is selected, either~~ **The fast-food restaurant** ~~or the filling station for automobiles and related retail it~~ **must be located on Outlot G and comply with the following requirements:** ~~and H only~~

I. **No parking spaces shall be located in the center of the drive-through lane and that area must be used solely for a planter island and other landscaping treatments.**

II. **The reconstructed trash enclosure area's materials shall match the colors, characteristics, and design of the building that is located on Outlot G.**

III. **The approach to the trash enclosure shall be of concrete construction and its specifications and length to be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

IV. **The drive-through facility must be reviewed and acted upon by the Metropolitan St. Louis Sewer District (MSD) and the Metro West Fire Protection District.**

V. **The portion of the drive-through lane that faces onto the property's State Route 100 frontage shall be screened through the use of the current combination of fencing, stone piers, and landscaping, similar to that already in place to the east of this location on the same lot. This combination of fencing, stone piers, and landscaping shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

VI. **A pedestrian connection shall be made from the City's multiple-use trail to Outlot G, which complies with its specifications for width, materials, construction specifications, and design. This pedestrian connection shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission**

e. ~~The size of the canopy in association with the filling station for automobiles with related retail shall be a maximum of 6,050 square feet in overall area. The height of the canopy, as measured from finish pavement grade to its underside, shall not exceed fourteen point five (14.5) feet in size.~~

f. ~~No more than eight (8) pump islands shall be authorized in conjunction with the filling station for automobiles with related retail use.~~

e. No more than two (2) docking areas shall be constructed in conjunction with the proposed supermarket building that is part of this development. Docking area shall be located along the full distance of the north and south walls of the supermarket building only. Appropriate screen walls or landscaping shall be installed as part of these areas to minimize visual intrusions onto adjoining properties and State Route 100. If screen walls are used, these structures shall be of the same material, color, and style of the main building's composition and be reviewed and acted upon by the Architectural Review Board as part of the required renderings.

f. No structure or building shall exceed sixty (60) feet in overall height as measured from final finish grade. This height requirement shall apply to all rooftop architectural treatments as well. The height of the flagpole can be increased to a maximum of eighty (80) feet in size, if the developer authorizes its use for WIFI Internet access antenna in support of the City of Wildwood's wireless network for the Town Center Area.

g. The area of this Amended C-8 Planned Commercial District shall be a minimum of eighteen (18) acres in overall size.

h. The proposed architectural design, character, and style of all buildings shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan. Particular attention must be paid to the east facade of the main building complex and any building which fronts or has visibility from a roadway relative to building materials, openings, elements, and color to ensure their appearance is consistent with the other elevations. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries

of this Amended C-8 Planned Commercial District in terms of material, color, and style. Buildings D and E shall each include direct pedestrian entrances to and facing the Taylor Road right-of-way.

## 3. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the date of approval of the preliminary development plan by the City Council, the developer shall submit to the Planning and Zoning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning and Zoning Commission. The Site Development Plan shall include, but not be limited to, the following:

a. Outboundary and legal description of the property.
b. Location map of generalized nature, north arrow, and plan scale.
c. Location and size of all proposed structures, including canopies, arcades, business signage, and any garden or retaining walls.
d. Location and size of all parking areas and corresponding parking calculations.
e. Existing and proposed contours at two (2) foot intervals.
f. Roadways and driveways on and adjacent to the property in question including required right-of-way dedication, pavement widening, and cross access easement areas.
g. The design, location, and size of all proposed lighting, fences, and dock and trash areas.
h. A landscape plan including, but not limited to, the location, size, and general type of all plant and other materials to be used. (See Landscape Requirements Section of this Ordinance).
i. The approximate location of all stormwater and sanitary sewer facilities.
j. Parking and structure setbacks from adjacent property lines.
k. Location of all existing and proposed easements.
l. Location and method of protecting existing tree stands to be preserved.
m. A description of the area's (all surrounding properties within four hundred (400) feet of the subject site) infrastructure and site improvements of a general nature. Principally, building locations on individual properties, curb cuts and driveway locations along the right-of-way, as well as other natural and man-made features must be shown.
n. All other information not mentioned above, but required on a preliminary plat in accord with Section 1005.060 of the City of Wildwood Subdivision Ordinance.

## 4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

The above Site Development Plan shall adhere to the following specific design criteria:

### Building Setbacks

a. All buildings or structures, excluding boundary, garden and/or retaining walls, fences or flagpoles/WIFI antenna, shall adhere to the setbacks therein established by the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

   i. The two (2) outlot buildings located adjacent to or abutting the proposed State Route 100 right-of-way shall not be located more than one hundred fifty (150) feet from this boundary line, nor closer than thirty (30) feet to the same.

ii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall be located a minimum of four hundred (400) feet from the proposed Taylor Road right-of-way.

iii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall not be located any closer than two hundred twenty (220) feet from the proposed State Route 100 right-of-way. Additionally, this building complex shall not be located any closer than two hundred (200) feet from the Manchester Road right-of-way.

**Parking Setbacks**

b. All parking stalls, loading spaces, internal drives or roadways, excluding points of ingress and egress, shall adhere to the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

i. Twenty (20) feet from the proposed State Route 100 right-of-way line.
ii. Ten (10) feet from the proposed Taylor Road right-of-way line.
iii. One hundred sixty (160) feet from the Manchester Road right-of-way line.

**Minimum Parking Requirements**

c. Minimum parking requirements shall be set forth in the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District and Section 1003.165 Parking Regulations of the City of Wildwood's Zoning Ordinance, except that four (4) spaces per one thousand (1000) square feet of gross floor area shall be allowed for all retail and supermarket uses contained in the main building complex.

**Access and Roadway Improvements, including sidewalks**

d. Improvements to Manchester Road shall conform to the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and be as directed and approved by the Department of Public Works. These improvements shall only be required for one-half (1/2) of the right-of-way along petitioner's frontage. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Manchester Road and be approved by the Department of Public Works. These requirements may be required to be escrowed with the City of Wildwood for future installation at the discretion of the Department of Planning and the Department of Public Works.

e. Access to this development from Manchester Road shall be limited to one (1) commercial entrance designed in accordance with the City of Wildwood's Street Specifications of the Town Center and as directed by the Department of Public Works. This access point shall be coordinated with the dedication of the ten (10) foot roadway easement along the east property line of this development, and shall not be installed until such time an additional ten (10) foot roadway easement is obtained from the adjoining property. Installation shall not be the responsibility of either property owner where the easement is located. The Planning and Zoning Commission shall complete the dedication of this roadway easement, as part of the Site Development Plan review process.

f. Provide a sidewalk conforming to City of Wildwood ADA standards along Manchester Road (right-of-way area only) as directed by the Department of Public Works. Said walk shall conform to the City of Wildwood's Street Specifications of the Town Center Plan. Said improvement may be escrowed at the discretion of the Department of Planning and the Department of Public Works.

g. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of State Route 100 and its intersection with the proposed Taylor Road as directed by the Missouri Department of Transportation. Verification of ownership of any excess right-of-way from the State of Missouri along State Route 100 must be provided in the form of a Purchase Agreement prior to approval of the Site Development Plan by the Planning and Zoning Commission.

h. Conform to all of the requirements of the Missouri Department of Transportation regarding the required State Route 100 roadway improvements. Improvements shall be as directed by the Missouri Department of Transportation.

i. Install traffic signals at the State Route 100/Taylor Road intersection and the Main Street/Taylor Road intersection and provide for underground interconnects, if required, as directed by the Missouri Department of Transportation and the Department of Public Works. The installation of the Taylor Road/Main Street signal will be required with the initial construction of the development. The installation of this signal will be based upon the City's traffic warrants indicating the need for it, but shall be operational at the time of the supermarket's opening.

j. Provide a twelve (12) foot wide easement outside the State Route 100 right-of-way, and complete finish grading thereof, for the installation of a multiple use trail which conforms with the City of Wildwood's ADA requirements as directed by the Department of Public Works. The installation of this trail will also be the responsibility of the developer and be reviewed and acted upon as part of the Site Development Plan process, unless an escrow is authorized for its future installation by the City Council. This improvement may be considered as one of the green space and public space requirements of the Town Center Plan Commercial District designation.

k. No vehicular access shall be allowed from this development to State Route 100, except as directed Missouri Department of Transportation and the Department of Public Works.

l. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of the proposed Taylor Road as directed by the Department of Public Works.

m. Within the dedicated right-of-way for Taylor Road, construct said roadway, sidewalks, and improvements in conformance with the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and as directed by the Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Taylor Road and be approved by the Department of Public Works, but not before a final design study is prepared and completed by a qualified consultant indicating the most appropriate design of these improvements is achieved with regards to the requirements of the Town Center Plan. Taylor Road access to Manchester Road shall align with Village Hills Parkway to the south.

n. Access to this development from Taylor Road shall be limited to two (2) commercial entrances designed in accordance with the City of Wildwood's Street Specifications of the Town Center and be located as per the Site Development Plan. The northernmost entrance along Taylor Road shall maintain a minimum distance of three hundred (300) feet from State Route 100 (as measured from edge of proposed pavement of State Route 100 to the centerline of the access point).

**Miscellaneous Roadway Requirements**

o. Provide cross access easement and temporary slope construction license, or other appropriate legal instrument or agreement guaranteeing permanent access between this site and adjacent properties, as directed by the Departments of Planning and Public Works.

p. Parking shall be prohibited along both sides of the main drive aisles serving this development. Parking lot aisles, where possible, should intersect the main and minor driveways at right angles and be logically located opposite minor driveways and other parking lot aisles. Minor driveways shall not intersect the two (2) main east/west drive aisles closer than one hundred fifty (150) feet of the centerline of the proposed Taylor Road right-of-way.

q. Installation of identification signage and landscaping shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to installation.

r. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements. All utilities within the district and on rights-of-way otherwise constructed on pursuant to this authorization shall be installed and placed underground in locations as approved by the Director of Public Works. The primary line may be elevated and located on the east property line, with it indicated on the Site Development Plan for review and consideration.

s. The developer shall extend the southernmost access point and internal drive to the easternmost property line (currently owned by the Wildwood Christian Church) for future access to this parcel of ground. The location of this internal drive shall be as directed by the Department of Public Works. This internal drive shall maintain a minimum twenty-two (22) foot width along its length. The intersection of this internal drive shall be coordinated with the dedication of the ten (10) foot roadway easement to the south.

t. The two (2) internal access drives, and the main drive aisle in front of the main building complex, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as sidewalks, street trees and lights, and pedestrian furniture.

**Landscape Requirements - Specific**

u. Building and parking setbacks shall be landscaped in accord with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

v. All stormwater facilities shall be appropriately landscaped and comply with the Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

w. All new landscaping materials shall meet the following criteria: Deciduous Trees - two and one-half (2 1/2) inch minimum caliper; Evergreen Trees - Six (6) feet minimum height; and Shrubs- twenty-four (24) inch minimum height.

x. Replanting of trees shall conform to the requirements of Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual to achieve a minimum amount of thirty (30) percent canopy area on this site. Tree selection and location shall be reviewed and acted upon by the Planning and Zoning Commission as part of the Site Development Plan process. Street tree planting patterns must be based and comply with the Town Center Streetscape Design.

y. A Registered Landscape Architect shall prepare and sign all Landscape Plans for this development.

**Lighting Requirements**

z. Light standards shall not exceed sixteen (16) feet in height, but not including a thirty (30) inch base painted to match the color of the respective pole. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the provisions of the City of Wildwood's Zoning Code proposed Section 1003.160 "Outdoor Lighting Requirements, which are on file with the City Clerk of the City of Wildwood." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The location of all light standards and their design and appearance shall be approved by as the Planning and Zoning Commission on the Site Development Plan.

**Sign Regulations**

aa. All signage shall be in accord with the requirements of the City of Wildwood's Town Center Architectural Guidelines, subject to the following:

i. A total of four (4) freestanding monument style signs shall be allowed within the boundaries of the Amended C-8 Planned Commercial District. One (1) sign shall be authorized at the Taylor Road/State Route 100 intersection, with the second situated at the southern access point into this development along its Taylor Road frontage. These two (2) signs cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height (as measured from adjoining roadway grade) and can only be externally illuminated or halo-lit by approved sources. A single sign shall be authorized along the property's State Route 100 frontage and it cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height and may be internally or externally illuminated or halo-lit by approved sources, as measured from adjoining roadway grade. The location of all signage shall be as approved by the Planning and Zoning Commission on the Site Development Plan. These signs must be integrated into the design of the garden walls proposed at these locations, except the State Route 100 location.

ii. A fourth monument sign shall be allowed along Manchester Road frontage. This sign shall not exceed fifty (50) square feet in overall size, or ten (10) feet in height, as measured from adjoining roadway grade. This sign shall be externally illuminated by approved sources.

iii. The four (4) authorized monument signs shall comply with the City of Wildwood Zoning Code, Section 1003.168 Sign Regulations for the C-2 Shopping District, where consistent and applicable to this type of signage.

iv. Wall signage and lighting shall comply with the City of Wildwood's Town Center Plan Architectural Guidelines (see Department memorandum for definitions of lighting sources and characteristics), and all other applicable requirements therein stated, and the regulations of the C-2 Shopping District, except as follows:

v. Building B (Supermarket) - A total of five (5) signs shall be authorized. These five (5) signs may be illuminated by either internal or external or halo-lit by approved designs.

vi. Buildings A and C (in-line tenant spaces) - A total of one (1) sign per tenant bay shall be authorized, and these signs may be internal or external illuminated or halo-lit by approved designs, while maintaining a consistent character of design relative to the overall appearance of the development.

vii. Outlot H (State Route 100 outlot building) - A total of three (3) signs shall be authorized for this building and they shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may be internally illuminated by approved designs.

viii. Buildings D, E, F, and G (Taylor Road frontage) – These signs shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may only incorporate external or backlit illumination sources of an approved design. Only two (2) signs shall be authorized per tenant.

ix. No advertising, temporary, or portable signs shall be authorized in this Amended C-8 District development. No other signs shall be authorized, except as may comply with the C-2 Shopping District Regulations of the City of Wildwood Zoning Code and the Town Center Plan's Architectural Guidelines.

**Miscellaneous Conditions**

bb. All trash areas shall be enclosed with a six (6) foot high sight-proof wall (with gate) and be appropriately landscaped around its perimeter, if applicable. The location and design of the enclosure shall be approved by the Planning and Zoning Commission on the Site Development Plan. The design of this enclosure shall reflect the appearance, character, and style, in terms of its color, material, and composition, of the approved architecture of the main building complex.

cc. Handicap parking and access requirements shall comply with Section 512.4 of the City of Wildwood Building Code.

dd. All rooftop mechanical equipment shall be screened from view on all sides of the building's facade in an architecturally consistent manner in terms of color and style with the main building complex. Screening shall be reviewed and considered by the Architectural Review Board at the time of the renderings submittal.

ee. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.

ff. All deliveries and trash pick-up vehicles must access Taylor Road from State Route 100 or Old Manchester Road only. No deliveries or trash pick-up can occur between the hours of 11:00 p.m. and 6:00 a.m., seven (7) days per week.

gg. Improvements associated with public infrastructure, such as roadways, sidewalks, and access points, shall comply with general design principles that will provide for safe and efficient movement of traffic in and around these sites and improve overall circulation in the area. These improvements shall be reviewed and approved by the Department of Public Works.

## 5. TRAFFIC GENERATION ASSESSMENT

The developer shall contribute to the East Area Corridor Traffic Generation Assessment Road Trust Fund established by Chapter 140 of the City's Codified Ordinances. This contribution shall not exceed an amount established by multiplying the proposed parking spaces by the following rate schedule.

| Type of Development | Required Contribution |
|---|---|
| General Office | $448.27/Parking Space |
| Quality Restaurant | $448.27/Parking Space |
| General Retail | $1,344.88/Parking Space |
| Shopping Centers | $1,344.88/Parking Space |
| High-Turnover, Sit-Down Restaurants | $1,344.88/Parking Space |
| Bank | $2,689.85/Parking Space |
| Drive-In, Fast-food Restaurant | $2,689.85/Parking Space |
| Filling Station for Automobiles | $8,965.94/Parking Space |
| Medical Offices | $1,344.88/Parking Space |
| Loading Space | $2,200.73/Loading Space |

(Parking space as required by Section 1003.165 of the City of Wildwood Zoning Ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Department of Planning.

As this development is located within a trust fund area established by the City of Wildwood, any portion of the traffic generation assessment contribution, which remains, following completion of road improvements required by the development, shall be retained in the appropriate trust fund.

The amount of this required contribution, if not submitted by January 1, 2003, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the City of Wildwood Department of Public Works.

## 6. VERIFICATION PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

Prior to the approval of the Site Development Plan, the petitioner shall:

**Stormwater Management**

a. Submit to the Planning and Zoning Commission an engineering plan approved by the Department of Public Works and the Metropolitan St. Louis Sewer District showing that adequate handling of the stormwater drainage of the site is provided.

   i. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and Metropolitan St. Louis Sewer District Standards.
   ii. All stormwater shall be discharged at an adequate natural discharge point.
   iii. Detention or differential runoff of stormwater is at the discretion of Metropolitan St. Louis Sewer District. If required by Metropolitan St. Louis Sewer District and the Department of Public Works, it shall be provided in permanent detention facilities, such as: dry reservoirs, ponds, or another acceptable alternative. The detention facilities shall be completed and in operation prior to paving of any driveways or parking areas.

b. The southernmost detention basin adjacent to Manchester Road shall be constructed with the use of a 1:1 slope along its northern face. In conjunction with this slope, a rock dam, of appropriate native stone or other material, shall be constructed to support this facility's design. A Geotechnical Engineer shall verify that said design is appropriate and the soil and rock combination will support the improvements. The location and design of this facility shall be shown on the Site Development Plan and be reviewed and as approved by the Planning and Zoning Commission.

c. The proposed wall along Manchester Road, which is part of this southernmost detention area, shall not exceed a height of fourteen (14) feet at final finish grade. The wall shall be constructed of an appropriate material, such as brick, stone, concrete, or other similar material, and complement the surrounding area. The color, design, material, and location will be shown and noted on the Site Development Plan and reviewed and considered by the Planning and Zoning Commission. However, no portion of this wall can encroach within forty (40) feet of the Manchester Road right-of-way. An eight (8) foot multiple use trail, benches, and related landscaping shall be placed adjacent to the detention area connecting to and or along Manchester Road from the main parking area. Said trail may not meet ADA requirements due to topography or other related construction requirements due to surrounding terrain.

**Geotechnical Report**

d. Provide a Geotechnical Report covering development and grading required by improvements involved with this site, as directed by the Department of Public Works. Said report shall verify the adaptability of grading and improvements with soil and geologic conditions, which are susceptible to rapid erosion, landslide, and/or creep. A statement of compliance with this study, signed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. The development and construction plans shall be designed to conform to the requirements and conditions of the Geotechnical Report.

## 7. RECORDING

Within sixty (60) days of approval of the Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

## 8. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to approval of a Site Development Plan, and prior to issuance of any building permit, the following requirements shall be met:

### Landscape Bonds or Escrows

a. If the estimated cost of new landscaping required by the Planning and Zoning Commission on the Site Development Plan exceeds one thousand ($1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year deposit or escrow sufficient in amount to guarantee the installation and maintenance of said landscaping in a form determined by the Director of Planning.

### Notification of Public Works

b. Prior to issuance of foundation or building permits, all approvals from the Department of Public Works, the Missouri Department of Transportation, the Missouri Department of Natural Resources, the U.S. Army Corp. of Engineers, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

### Certification of Plans

c. Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer shall be required to sign and seal all plans.

### Traffic Generation Assessment Contribution

d. Traffic generation assessment contribution, minus the amount of money advanced by the developer for improvements of the right-of-way acquisition and construction improvements, including engineering incidental thereto, (already in place) shall be deposited with City of Wildwood in the form of cash prior to the issuance of building permits.

### Roadway Improvements

e. Road improvements and right-of-way dedication shall be completed, or the appropriate escrow established, prior to the issuance of an occupancy permit. As previously noted, the delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

## 9. GENERAL DEVELOPMENT CONDITIONS

a. A grading permit is required prior to any grading on the site. No change in watersheds shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required.

b. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from

construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

c. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.

d. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

e. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the City of Wildwood Planning and Zoning Commission.

f. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Amended C-8 District Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

g. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Amended C-8 Planned

**Section Three.** This ordinance shall be in full force and effect on and after its passage and approval.

This Bill was passed and approved this 14 day of MARCH, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

Presiding Officer

The Honorable Timothy Woerther, Mayor

**ATTEST:**

City Clerk
DEPUTY

City Clerk
DEPUTY

# ATTACHMENT C

## *Background Information*

WILDWOOD

March 14, 2016

Dierbergs Markets, Inc.
ATTN: Drew Bextermueller, Director of Real Estate
16690 Swingley Ridge Road, 4th Floor
Chesterfield, Missouri 63017

Re: Preliminary Site Development Section Plan for the Addition of a Drive-Through Facility on Outlot G – Dierbergs Wildwood Town Center

Dear Mr. Bextermueller,

The Department of Planning has completed its initial review of the Preliminary Site Development Plan that has been submitted for the addition of a drive-through on Outlot G of the Dierbergs Wildwood Town Center development, which is located at the southeast corner of Taylor Road and State Route 100. This review compared the compliance of this plan and related application materials to the Zoning Ordinance and Town Center Plan requirements for commercial developments of this type, as well as the site-specific ordinance governing this development. In this comparison, a number of items were found that need to be addressed, before the Department can schedule the Amended Site Development Section Plan before the Planning and Zoning Commission for its review and action on this request. These items can be summarized as follows:

1. Please indicate on the plans the amount of outdoor seating, in addition to any fencing and landscaping, in association with the new patio area located to the west of the building along Taylor Road.
2. Please identify the escape lane in the drive-through as such.
3. Please show the curbed section in the middle of the drive-through lanes as a planter area.
4. Please increase the size of the pads in front of the trash dumpsters to match the length of the trucks that will service them.
5. Please provide information on the pedestrian circulation patterns to and from the trail area, Taylor Road, the parking area, and the new patio area.
6. Please relocate the sidewalk connection to the trail from its current proposed area on the north side of the building. At its current location, pedestrians coming to the restaurant from the trail system will be funneled into the drive-through lane.
7. Please relocate the required pedestrian access to the trail further to the south, where the new islands are proposed. This change will require revisions to the curb at the entrance of the drive-through lane, as well as the islands in the parking lot to be ADA accessible.
8. Please provide updated parking calculations for this development, taking into account the new use, as well as the additional patio seating.
9. Please identify if the area on the northeast corner of the building is an employee-only entrance. The Department, again, has concerns with the proposed handicapped access and pedestrian connection directly accessing into the drive-through lane.
10. Please provide a minimum of two (2) bicycle racks in the vicinity of the use for parking purposes.
11. Please provide a Landscaping Plan.
12. Please provide a Lighting Plan, in compliance with the City's Outdoor Lighting Requirements.

13. Please provide comments from Metropolitan St. Louis Sewer District.
14. Please provide comments from Missouri Department of Transportation.
15. Please provide final comments from Metro West Fire Protection District.

Once the revisions are completed, please resubmit three (3) sets of the Amended Site Development Section Plan, and other requested items, to the Department of Planning for further review.

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

Sincerely,
CITY OF WILDWOOD

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Council Members Garritano and Goodson, Ward Eight
Ryan S. Thomas, P.E., City Administrator
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Travis Newberry, Planner

terraspec

April 19, 2016

Mr. Joe Vujnich
Director of Planning
City of Wildwood
16860 Main Street
Wildwood, Mo 63040

Re: Landscape Plan Review #1
Dierbergs Outlot G - Panera Bread
terraspec Job Number 02038-105

Dear Mr. Vujnich:

Per your request we have performed a review of the proposed landscape plan for the above referenced project and submit for consideration the following comments and recommendations.

We have reviewed the landscape plan prepared by Waldbart and Sons Nursery, dated 3/28/16 and find that the landscape development proposed for this project does not meet the minimum requirements set forth in the City's Ordinances and Tree Manual/Sustainable Plantings Guide.

To meet the minimum drawing requirements, the plan should include the following information:

- Planting Details
- General Notes b,c,f,g,h,i, and j from the Landscape Plans section of the Tree Manual
- The following notes from the Landscape Applications section of the Tree Manual
  - Grading - All grading for landscaped areas will not exceed a slope greater than 3:1. All exposed slopes will be protected from erosion as needed.
  - Maintenance - The landscape of all undeveloped and developed property will be properly maintained in a sightly and well-kept manner.
  - Replacement - Replanting and replacement of existing plant materials will be executed on an annual basis as needed by the property owner.

Since this project is the redevelopment of a small portion of a larger, existing commercial center, much of the required landscape is in place. It appears that a section of existing parking and some associated landscape islands are being removed and replaced with new drive thru lanes and landscape areas.

While the proposed plants are hardy in the St. Louis area, the landscape design leaves a lot to be desired. Two thirds of the new material consists of two types of ornamental grasses, which only look great for 50% of the time. Used in conjunction with other plant types, ornamental grasses add interest and diversity to the landscape. It is our recommendation that a more varied plant pallet be employed. Tall evergreen shrubs might be considered in lieu of the maiden grass to help screen the drive thru area from the main entrance, and the long strings of feather reed grass might be reconfigured to include other plants that exhibit different colors, sizes and textures. In addition, it is our recommendation that the 9 to 10 existing shade trees that are to be removed to accommodate the new improvements be replaced with similar species in the newly created islands and planting areas to match the existing pattern within the larger parking area.

If there are any questions or additional information is required, please don't hesitate to contact this office.

Sincerely,
terraspec

Kenneth J. Keitel, PLA, ASLA
Landscape Architect

## Kathy Arnett

**From:** Bextermueller, Drew (x41360) <BextermuellerD@dierbergs.com>
**Sent:** Tuesday, May 03, 2016 2:20 PM
**To:** Kathy Arnett
**Cc:** Joe Vujnich
**Subject:** RE: Landscape Review - Panera

Kathy,

Thanks for the note. We are making the required modifications to meet the drawing requirements as indicated on the comment letter.

The section in question are the comments recommending different planting materials. In our experience the Karl Foerster and Maiden Grass look good for more than 50% of the time as we do not cut them until late February or early March. We prefer the manner in which they provide screening, as they are not as full as a tall evergreen shrub and allow some line of sight opportunity for pedestrians and vehicles in the drive lane (we believe this gives a better sense of security to the public than completely screening them with a material such as a tall evergreen). Furthermore, we have great experience with the longevity and hardiness of this type of material in a commercial setting. The other primary planting (Grey Owl Juniper) will add good color to the new area and is also a hardy material. All of the plantings we are adding are very close to drive lanes and sidewalks and will have a high concentration of salt content in the soil. Unfortunately, this high salt content cannot be avoided in these areas and hardy planting materials need to be installed accordingly to prevent constant turnover of materials. With respect to the trees, we are removing approximately 9 trees and will be adding 6 trees (primarily in the island by the new loading zone). We specifically omitted adding trees to the new landscape islands immediately east of the drive-thru lane to keep a good line of sight distance for vehicular traffic exiting the drive-thru.

We respectfully request to keep the proposed plantings as indicated on our landscape plan based on the above information. Although we are only modifying a small portion of the overall development, we believe the proposed plantings will complement the existing center landscaping. Please review with Terraspec and let me know if you have additional questions or would like to discuss in greater detail.

Thank you,

Drew

**Drew Bextermueller**
**Director of Real Estate**
**Dierbergs Markets, Inc.**
16690 Swingley Ridge Road, 4th Floor
Chesterfield, MO 63017
(636) 812-1360 direct
(314) 267-9018 cell
(636) 812-1607 fax
bextermuellerd@dierbergs.com

RANDY
BURKETT
LIGHTING
DESIGN

To: Kathy Arnett

From: Ron Kurtz

Subject: City of Wildwood Lighting Ordinance Review – Dierbergs Outlot 'G'

Date: May 4, 2016

Copies: Joe Vujnich
File/

We have reviewed the plans submitted for Dierbergs Outlot 'G' (Panera) and offer herein a critique based upon the following:

1. Review of the ambient light at the proposed drive-up lanes and transaction window against established industry guidelines and, if applicable, the City's Lighting Ordinance.

2. General recommendations/approaches for the lighting of the patio.

3. General comments on the Dierbergs lot (unsolicited).

Drive-up Area

The photometric plan provided by the Dierbergs representative is incomplete from several perspectives; therefore, it is difficult to determine if the lighting is satisfactory.

Specifically,

1. The illuminance plan shows, at least, partial horizontal illumination values in the proposed location of the drive-up location. However, it does not include lighting impact from any proposed building mounted lighting or other lighting specific to the drive-thru. What is reviewable has some issues. Average illuminance is greater than recommended and uniformity ratios are sub-standard. (See "Dierbergs Lot Comments")

   Additionally, vertical illuminance is of more importance at transaction locations (voices and/or monetary). There is insufficient information to judge this component.

609 E. Lockwood Ave. Suite 201 St. Louis, Missouri 63119 (314)961-6650 Fax (314)961-7640 www.rbldi.com

RANDY
BURKETT
LIGHTING
DESIGN



Patio Lighting Recommendations

Without fully understanding the patio architecture it is difficult to offer specific suggestion.

Generally, we recommend lighting that has a warm, almost amber, character, some sparkle (but not glare), and non-uniform accent lighting of perimeter features (walls, trees, landscape, sculpture, etc.).

Currently popular is the use of string lights with decorative "bulbs". This offers a warm character with sparkle and creates a soft festive atmosphere where everyone look approachable.

Dierbergs Lot

The illuminance plot shared, showing updated values based upon a change to LED fixtures, indicates sub-standard lighting (light levels are too high and poor uniformity). If this is proposed it should not be accepted and should be reworked. Additionally, the illuminance plot does not indicate vertical illuminance at the property line.

Upon your review please let us know of any comments you may have.

RK:vh

609 E. Lockwood Ave. Suite 201 St. Louis, Missouri 63119 (314)961-6650 Fax (314)961-7640 www.rbldi.com

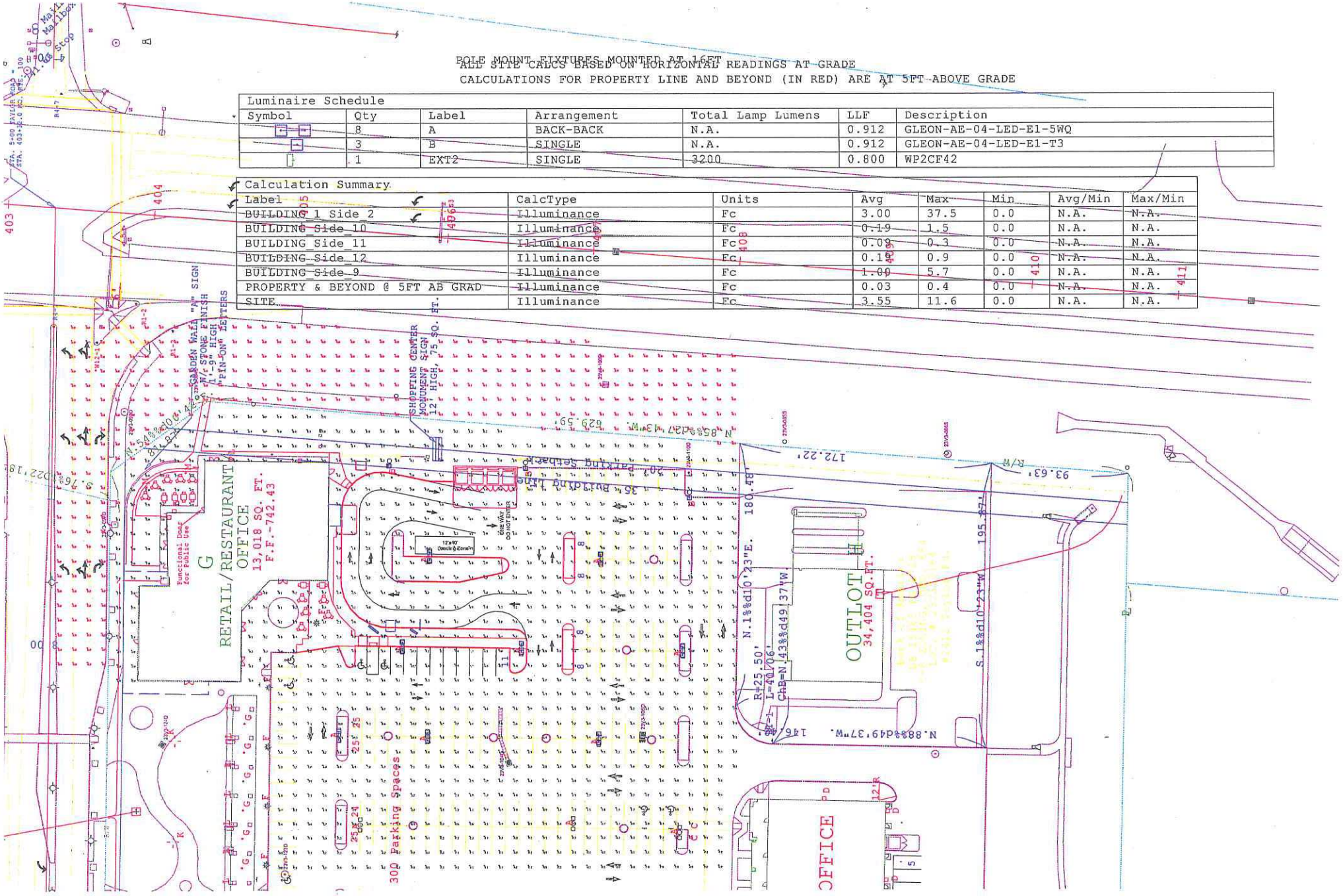
POLE MOUNT FIXTURES MOUNTED AT 16FT
ALL SITE CALCS BASED ON HORIZONTAL READINGS AT GRADE
CALCULATIONS FOR PROPERTY LINE AND BEYOND (IN RED) ARE AT 5FT ABOVE GRADE

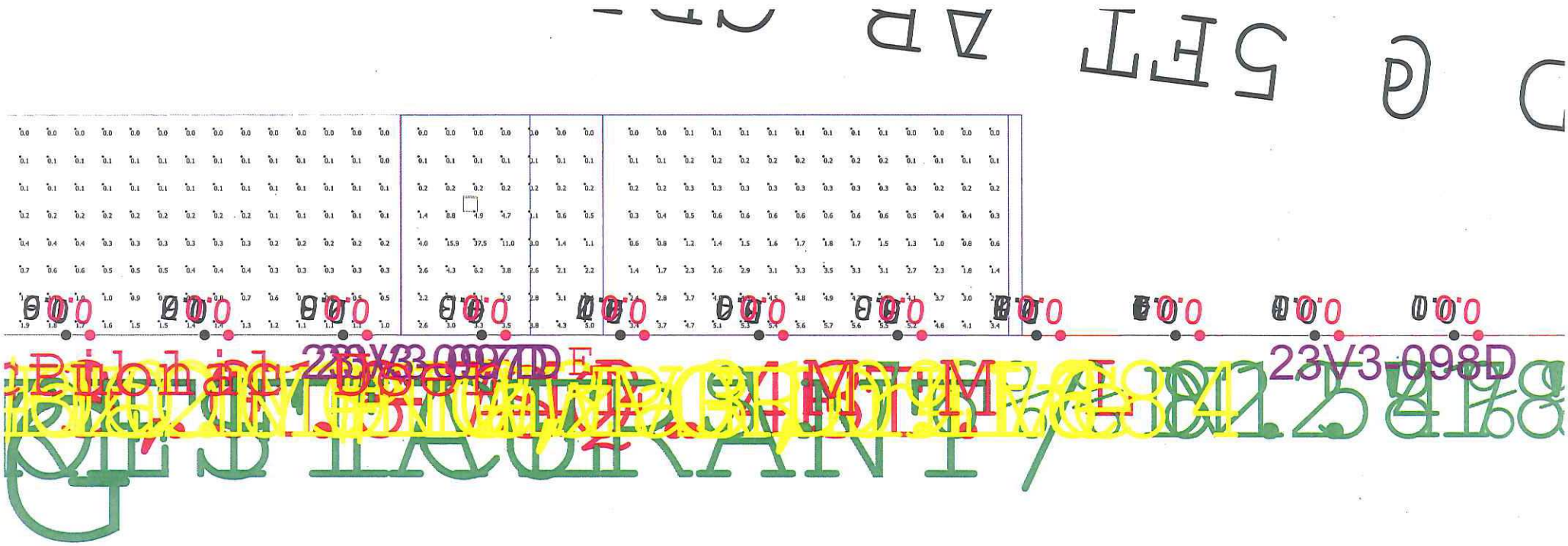
Luminaire Schedule

| Symbol | Qty | Label | Arrangement | Total Lamp Lumens | LLF | Description |
|---|---|---|---|---|---|---|
| | 8 | A | BACK-BACK | N.A. | 0.912 | GLEON-AE-04-LED-E1-5WQ |
| | 3 | B | SINGLE | N.A. | 0.912 | GLEON-AE-04-LED-E1-T3 |
| | 1 | EXT2 | SINGLE | 3200 | 0.800 | WP2CF42 |

Calculation Summary

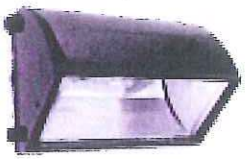
| Label | CalcType | Units | Avg | Max | Min | Avg/Min | Max/Min |
|---|---|---|---|---|---|---|---|
| BUILDING_1_Side_2 | Illuminance | Fc | 3.00 | 37.5 | 0.0 | N.A. | N.A. |
| BUILDING_Side_10 | Illuminance | Fc | 0.19 | 1.5 | 0.0 | N.A. | N.A. |
| BUILDING_Side_11 | Illuminance | Fc | 0.09 | 0.3 | 0.0 | N.A. | N.A. |
| BUILDING_Side_12 | Illuminance | Fc | 0.15 | 0.9 | 0.0 | N.A. | N.A. |
| BUILDING_Side_9 | Illuminance | Fc | 1.09 | 5.7 | 0.0 | N.A. | N.A. |
| PROPERTY & BEYOND @ 5FT AB GRAD | Illuminance | Fc | 0.03 | 0.4 | 0.0 | N.A. | N.A. |
| SITE | Illuminance | Fc | 3.55 | 11.6 | 0.0 | N.A. | N.A. |




23V3-098D

RAB LIGHTING

# WP2CF42



JOB NAME: _____

DATE: _____

TYPE: _____

## DESCRIPTION

Wallpack with cutoff glare shield. All aluminum precision die cast construction with tempered glass lens. 30° cutoff strip included. Lamp supplied.

## SPECIFICATIONS

**Cutoff Lens:**
Tempered glass.

**Finish:**
Chip and fade resistant polyester powder coating.

**Housing:**
Die cast aluminum, 1/2" NPS tapped holes top, both sides and back for conduit or photocontrol. Hinged refractor frame. Continuous silicone rubber gasket.

**Reflector:**
Specular anodized aluminum, removable for installation. Symmetrical light pattern maximizes distance between fixtures.

**Ballast Minimum Starting Temperature:**
-22

**Refractor:**
Prismatic optics designed to minimize glare and throw light down and out. Heat resistant borosilicate glass.

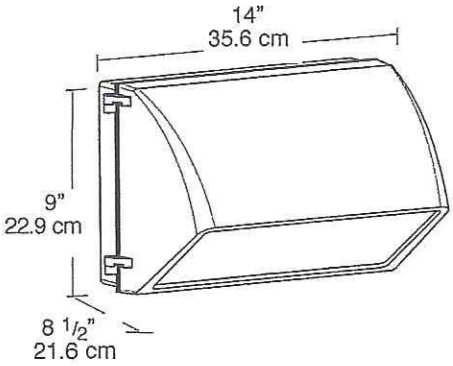
**UL Listing:**
Suitable for wet locations. HID fixtures can be wired with 90° C supply wiring if supply wires are routed 3" away from ballast.

**Patents:**
RAB sensor and fixture designs are protected under U.S. and International Intellectual Property laws

**Color:**
Bronze

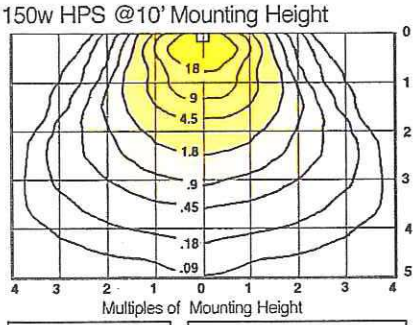
**Weight:**
9.62

## DIMENSIONS




## PHOTOMETRIC

150w HPS @10' Mounting Height




| Mounting Height | Multiplier |
|---|---|
| 8' | 1.6 |
| 10' | 1.0 |
| 12' | .7 |
| 16' | .4 |
| 20' | .25 |

| Watts | Multiplier HPS | MH | CFL |
|---|---|---|---|
| 175 | | 1.0 | |
| 150 | 1.1 | .9 | |
| 100 | .6 | .6 | |
| 70 | .4 | .4 | |
| 42 | | | .2 |

## ORDERING INFORMATION

**Compact Fluorescent**
Lamp supplied with fixture

| Total Watts | Lamp Type | Lamp Base | Ballast | Starting Amps/ Operating Amps 120V | 208V | 240V | 277V | Input Watts | LAMP ANSI | Initial Lumens | Lamp Hours |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 42 | 42W Triple | GX24q-4 | Elec HPF QT | 0.38 | 0.3 | 0.2 | 0.17 | 46 | 0 | 3200 | 10000 |

**Factory Installed Options**
Add suffix to Catalog Number

Tamperproof screws (/TP)
Swivel Photocontrol (/PCS)
Single fusing for 120 and 277 volt (/F)
Double fusing for 208 and 240 volt (/FF)
Button Photocontrol for 208 - 277 volt (/PC2)
Button Photocontrol (/PC)

Note: Specifications may change without notice

**RAB Lighting, Inc.** • 170 Ludlow Ave• Northvale, NJ 07647 • Tel: 888 RAB-1000 • Fax: 888 RAB-1232 • www.rabweb.com

© 2009

# 2" SSL WALL-MOUNT ACCENT

## WMA2
LED

The 2" SSL Wall-mount Accent luminaire employs solid state technology to provide small scale LED solutions for canopy and sign lighting. All components are encapsulated inside a single small and attractive enclosure designed for superior thermal performance in weather resistant applications. Offered in a choice of light output levels, finishes, and color temperatures with a range of mounting and light control accessories, 2" SSL Accent will perform as specified. It's aluminum construction and solid-state light source will provide years of efficient service.

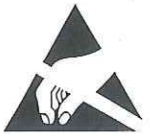
**Construction:**
- Separately sealed optical chamber and integral driver chamber IP67
- Easy "two-screw" integral driver access, does not disturb optical chamber seal
- Epoxy encapsulated electrical wire pass-through anti-wicking barrier
- Flush lens prevents puddles/water deposits in upward facing applications
- Yoke mount provides 360° horizontal, 200° vertical adjustment
- Locking horizontal pivot system to yoke features all stainless steel construction for exceptional strength
- Knurled knob tool-less vertical aiming lock, with tamper-resistant tooled locking after final aiming
- Black satin polyester powder paint is standard, Type 3 marine-grade anodized finish optional
- Finned heat-sink housing provides exceptional thermal management

PROJECT:

TYPE:

10 year limited warranty
AMERLUX LED

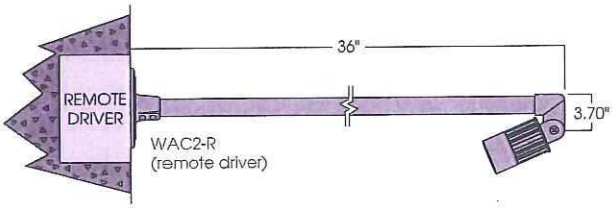
**Optics:**
Lumen maintenance: 70% @ 50,000 hours
Available in a variety of axial beams in combination with light shaping filters
**HGS** - Half external glare-shield field installable, 360° adjustable/lockable

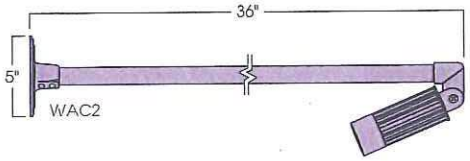


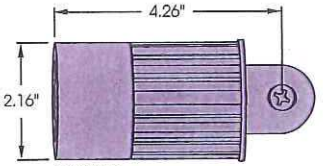
Electrostatic sensitive device, observe precautions for handling

**Electrical:**
Input voltage 120v-277v auto-sensing
Dimmable at 120v only
Reverse phase ELV
Power consumption 10w

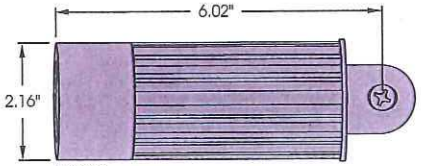
**Labeling:**




WMA2-R
(Remote driver)




WMA2
(Integral driver)

### Ordering Information

| Model # | CCT | Beam Spread | | Finish | Accessories |
|---|---|---|---|---|---|
| | | Symmetric Filter | Asymmetric Filter | | |
| WMA2<br>WMA2-R | **27** (2700)<br>**30** (3000)<br>**35** (3500) | **15°, 20°**<br>**30°, 40°**<br>**60°** | **60x10**<br>**60x30**<br>**90x60** | **BK** - Black<br>**BA** - Black Anodized | **HGS2**<br>Half Glare Sheild |

| Part String |
|---|
| |

Example: **WMA2 / 32 / 15 / BK**

www.amerluxexterior.com • 5220 Shank Rd. Pearland, Texas 77581 • (T) 281.997.5400 • (F)281-997-5441

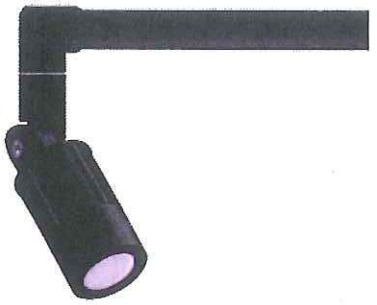
amerlux exterior

# 2" SSL WALL-MOUNT ACCENT

# WMA2
## LED

amerlux exterior
GLOBAL LIGHTING SOLUTIONS

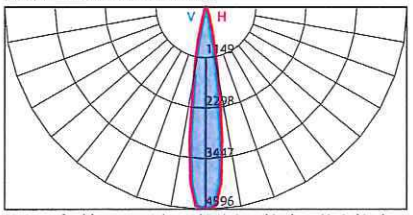
TYPE:



Data represents the use of light shaping filters
Complete photometric data (ies format) available upon request

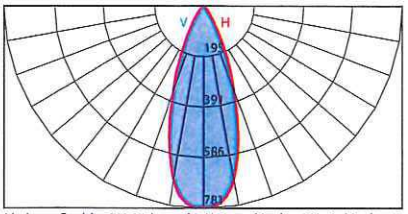
| LUMINAIRE | LUMENS |
|---|---|
| WMA2-30-15 | 498 |
| WMA2-30-30 | 378 |
| WMA2-30-40 | 337 |
| WMA2-30-60 | 328 |
| WMA2-30-60X10 | 385 |
| WMA2-30-60X30 | 345 |
| WMA2-30-90X60 | 375 |

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-15.IES
AXIAL CANDELA DISPLAY



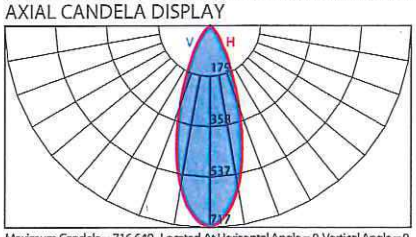

Maximum Candela = 4596.332 Located At Horizontal Angle = -1, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-30 FIXED.IES
AXIAL CANDELA DISPLAY



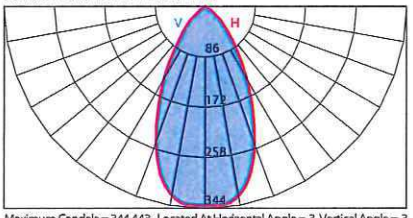

Maximum Candela = 781.19 Located At Horizontal Angle = -1, Vertical Angle = -1
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-40 FIXED.IES
AXIAL CANDELA DISPLAY



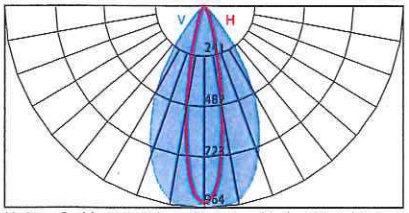

Maximum Candela = 716.649 Located At Horizontal Angle = 0, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60 FIXED.IES
AXIAL CANDELA DISPLAY



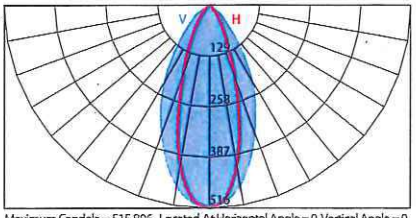

Maximum Candela = 344.443 Located At Horizontal Angle = -3, Vertical Angle = -3
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60X10 FIXED.IES
AXIAL CANDELA DISPLAY



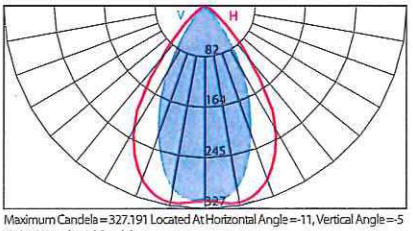

Maximum Candela = 964.386 Located At Horizontal Angle = -7, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60X30.IES
AXIAL CANDELA DISPLAY




Maximum Candela = 515.806 Located At Horizontal Angle = 0, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-90X60.IES
AXIAL CANDELA DISPLAY




Maximum Candela = 327.191 Located At Horizontal Angle = -11, Vertical Angle = -5
H - Horizontal Axial Candela
V - Vertical Axial Candela

Notes:

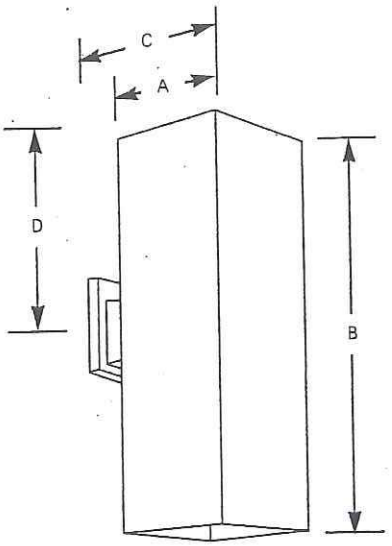
www.amerluxexterior.com • 5220 Shank Rd. Pearland, Texas 77581 • (T) 281.997.5400 • (F)281-997-5441

PROGRESS LIGHTING

Incandescent | 6" Square Wall | Outdoor

| | -20 | -30 | -31 |
|---|---|---|---|
| P5644 | ☐ | ☐ | ☐ |

| Catalog No. | Finish: Bronze | Finish: White | Finish: Black | Lamping | Dimensions (Inches) A | B | C | D |
|---|---|---|---|---|---|---|---|---|
| P5644 | -20 | -30 | -31 | 2-250w QPAR38, 150w BR40 | 6 | 18 | 8-7/8 | 8 |




**Specifications:**

General

- Extruded aluminum .125" wall thickness one piece square cylinder
- Top open for up down lighting. P8797-31 top cover lens recommended when unit is used outdoors

Mounting

- Wall mounted
- Covers any standard outlet box
- Cast mounting bracket supplied attachment of unit to wall with one almost invisible set screw

Electrical

- Medium base porcelain nickel plated brass screw shell socket

Labeling

- UL-CUL Wet location listed only when P8797-31 top cover is used
- UL-CUL listed for indoor use without cover

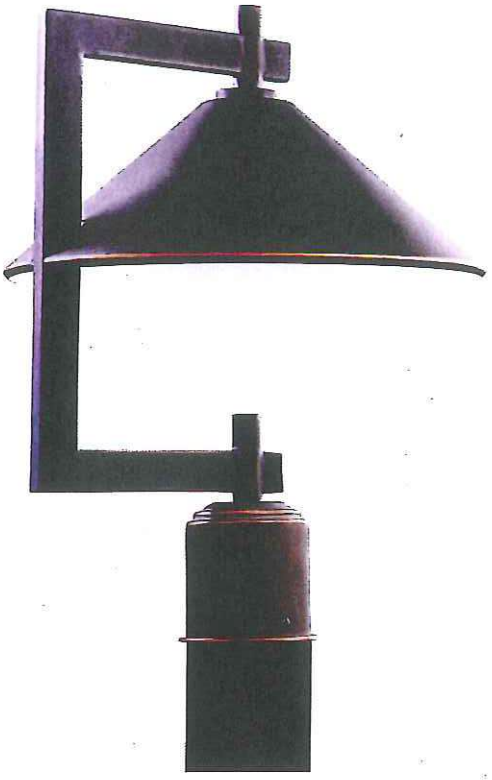
Type: EXT1
Cat.No.: P5644-31
Lamp(s): (2)75PAR30/CAP/NFL-130V

Progress Lighting
Post Office Box 5704
Spartanburg, South Carolina
29304-5704

www.progresslighting.com

# Ripley Collection
# Outdoor Post Mt 1Lt
49063OZ (Olde Bronze)

Project Name: _____
Location: _____
Type: _____
Qty: _____
Comments: _____



## Dimensions

| | |
|---|---|
| Height | 16.00" |
| Width | 12.00" |

## Ordering Information

| | |
|---|---|
| Product ID | 49063OZ |
| Finish | Olde Bronze |
| Collection | Ripley Collection |

## Dimensions

| | |
|---|---|
| Weight | 1.50 LBS |

## Specifications

| | |
|---|---|
| Material | Aluminum |

## Electrical

| | |
|---|---|
| Voltage | 120V |

## Qualifications

| | |
|---|---|
| Safety Rated | Wet |
| Dark Sky | Yes |
| Warranty | www.kichler.com/warranty |

## Primary Lamping

| | |
|---|---|
| Light Source | Incandescent |
| Lamp Included | Not Included |
| Number of Lights/LEDs | 1 |
| Max or Nominal Watt | 40W |
| Socket Wire | 150 |
| Socket Type | Medium |
| Lamp Type | R14FL |

## Alternate Lamps

| Lamp Included | Bulb Listing | Light Source | Max Wattage/Range | Bulb Product ID | Dimming |
|---|---|---|---|---|---|
| No | Alternate | INCA | 60W | | |

**Kichler**
7711 East Pleasant Valley Road
Cleveland, Ohio 44131-8010
Toll free: 866.558.5706 or kichler.com

**Notes:**
1) Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.
2) Incandescent Equivalent: The incandescent equivalent as presented is an approximate number and is for reference only.

KICHLER.

Form No. M-460 ( Rev. 09-15)

# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
## PERMIT TO WORK ON RIGHT OF WAY
## NON-LOCAL GOVERNMENT PROJECTS

Job Site Copy

ST. LOUIS DISTRICT
1590 WOODLAKE DRIVE
CHESTERFIELD, MO 630175712

26- SIDEWALKS
(Type of Work)

Permit No. SL-16-034784
Route MO 100
County ST. LOUIS
City WILDWOOD

Inspector JOHN BRADEN
Phone 314 380-0074
RMS VINCENT REEL
Speed Limit 55 mph

Issued 4-11-16
Expires 10-1-16
Released

Log Points 96.6510 96.6510
GPS Begins N 38.582461 W -90.627099
GPS Ends N 38.582461 W -90.627099

**Intersection/Stopping Sight Distance**

| | | | | | | |
|---|---|---|---|---|---|---|
| Northbound/Eastbound | NB ☐ | EB ☐ | NA | ISD ft. | NA | SSD ft. |
| Southbound/Westbound | SB ☐ | WB ☐ | NA | ISD ft. | NA | SSD ft. |

**Location of work on State Highway right of way along the** SOUTH side. 105.60 Feet
EAST **from** Taylor Rd.
(State highway, County road, City street or County Line)

By signing this form the applicant agrees to all provisions of this form, including the General Provisions attached hereto and incorporated by reference.

Mark Martin April 11, 2016
(Signature) (Date)

(Signature) (Date)

Mark MArtin
(Print or Type Name)

(Print or Type Name)

Dierbergs Wildwood, LLC
(Applicant)

(Applicant's Contractor)

16690 Swingley Ridge Road
(Address)

(Address)

Chesterfield MO 63006
(City State Zip-code)

(City State Zip-code)

(Telephone Number) 636 532-8884

(Telephone Number)

(Email Address) martinm@dierbergs.com

(Email Address)

Surety deposit required. None ☑ , bond # _____, check # _____ amount _____

Transmittal Number _____ Make check payable to: **Director of Revenue Credit Road Fund**

For Office use only Date: 4-11-16 By: AS

CITY OF WILDWOOD
APR 13 2016
DEPT OF PLANNING & PARKS

Metropolitan
St. Louis Sewer
District

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

APPROVAL DATE: April 25, 2016
MSD Reference No.: P-0021628-05
County **PAC** No.:

****NO MSD PERMIT REQUIRED****

PROJECT TITLE: MANCHESTER S.E. OF TAYLOR (DIERBERGS WILDWOOD - PANERA - 2400 TAYLOR)

Site Address: 2400 Taylor Rd., 63040

Plan Status: New

On this date the above referenced plans have been approved for construction work relating to these items:

( ) Storm Sewers ( ) Combined Sewers ( ) Sanitary Sewers ( ) Miscellaneous MSD Inspection
( ) Detention Basin ( ) Pump Station and Force Main ( ) House Connection Only ( ) BMP

The following Permit will be required from MSD for this work:
( ) Construction ( ) House Connection ( ) Misc. MSD Inspection (×) No MSD Permit

**********
( ) **NO OCCUPANCY PERMITS** ARE TO BE ISSUED UNTIL MSD CONSTRUCTION APPROVAL OF THIS WORK
**********

**Prior to the issuance of the required Permit** the following fees must be paid and documents executed by the Project Owner:

( ) As-Built Deposit in the amount of N/A.
(Deposit may be paid by cash or personal check made payable to the Metropolitan St. Louis Sewer District).

( ) Construction Escrow Deposit in the amount of N/A.
(Deposit must be in a form of cash or a **cashier's check** payable to the Metropolitan St. Louis Sewer District).

( ) Pump Station Construction Escrow Deposit in the amount of N/A.
(Deposit must be in a form of cash or a **cashier's check** payable to the Metropolitan St. Louis Sewer District).

( ) Cash Deposit Agreement (two copies enclosed, execute and return both).

( ) BMP Escrow Deposit in the amount of N/A.
(Deposit must be in a form of cash or a **cashier's check** payable to the Metropolitan St. Louis Sewer District).

( ) BMP Escrow Cash Deposit Agreement (two copies enclosed, execute and return both).

Please refer to Chapter 8 of the District's "Rules and Regulation and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for and explanation of these requirements. Questions regarding the deposits or agreement should be directed to Keith Milson, Escrow Group (314–768–6206).

**Construction Permitting Information**

1. Permits will only be issued to licensed and bonded drainlayers for all work related to sewer construction.
2. The Construction Permit fee is $195.00 and must be paid at the time of the issuance of permits. The Construction Inspection fee is $3.39 per lineal foot of sanitary sewer and $2.50 per lineal foot of storm/combined sewer.
3. The House Connection Permit and Misc. MSD Inspection fees are $50.00 for each connection or point of inspection. Where a Machine Tap is required, an additional fee of $300.00 will be required.
4. All fees must be paid by the drainlayer, prior to issuance of the permits. Please refer to Chapter 10 of the District's "Rules and Regulations and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for additional information regarding the Construction Permits.
5. Questions regarding Permits should be directed to the Permit Section at 314–768–6286.
6. The approved plans will remain active for one year. If permits have not been applied for within the year a new set of plans will have to be submitted for approval.

NOTE: THIS APPROVAL IS SUBJECT TO STATE HIGHWAY REGULATIONS AND U.S. ARMY CORPS OF ENGINEERS REQUIREMENTS WHERE APPLICABLE.

John C. Grimm, P.E.
Manager of Plan Review

Consulting Engineer
Owner
St. Louis County Department of Highways and Traffic
Municipality (Wildwood)

Jim Sieberg/St. Louis County Public Works
Jim Showmaker/Office of Plumbing and Inspection
Environmental Compliance
MSD Engineering Dept
Permit

Chris Thiemann
Fire Inspector/ Investigator
Metro West Fire Protection District
P.O. Box 310
Wildwood MO. 63040

Metro West
Fire Protection District
St. Louis County, MO.

April 21, 2016

Marty Henson
Henson Consulting, LLC
2317 Ossenfort Road
Glencoe, Missouri 63038

Dear Mr. Henson

I have completed the review of the Amended Site Development Plan for Dierbergs Towne Center, which includes a proposed drive through lane for a restaurant Tennent for building G. After careful consideration it has been determined that the proposed amended Site Development Plan including the drive through would not restrict fire department access to the building or the Fire Department Connection to the building, therefore I am approving the Proposed Plan as submitted.

Please feel free to contact me if you have any questions or need further information

Sincerely,

Chris Thiemann
Fire Inspector/Investigator
Metro West Fire Protection District
636-262-3385

CITY OF WILDWOOD
APR 22 2016
DEPT OF PLANNING & PARKS