



WILDWOOD®

## CITY COUNCIL

### COUNCIL CHAMBERS

**MONDAY, September 12, 2016**

**7:30 P.M.**

## AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES – August 22, 2016 Work Session & Regular Agenda Minutes

Documents:

[8-22-16 DRAFT CITY COUNCIL MINUTES.PDF](#)

- V. MAYOR APPOINTMENTS AND ANNOUNCEMENTS
  - A. Introduction Of Missouri State Senate District 15 Representative Candidate(S)
  - B. Rural Internet Access Committee (RIAC) Appointment – Cheryl Jordan – Ward 6

Documents:

[RIAC APPOINTMENT - CHERYL JORDAN.PDF](#)

- C. Economic Development Standing Committee Appointments

Documents:

[COUNCIL STANDING COMMITTEE ASSIGNMENTS - AUGUST 2016.PDF](#)

- D. Proclamation – Daughters Of The American Revolution (DAR) Members – Gail Young, Chapter Regent, And Selena Levitt, Recording Secretary
- 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### B. (Postponed At The June 27, 2016 City Council Meeting – To Be Withdrawn)

A response to a communication from Mike Falkner, Sterling Engineers and Surveyors, dated March 25, 2016, regarding **P.Z. 12 and 13-15 The Villages at Bright Leaf**; R-3 10,000 square foot Residence District (Town Center "Neighborhood General District" and "Neighborhood Edge District"), with a Planned Residential Development Overlay District (PRD); north side of State Route 100, east of State Route 109 (Locator Numbers 23V230041, 23V230050, 23V240327, 23V310064, 23V330022, 23V330031, 23V330206, 23V330215, 23V330233, and 23V610917/Street Addresses: 2350 and 2344 Eatherton Road, 2531, 2555, and 2567 Taylor Road, 16721 Manchester Road, and 16615, 16602, and 16618 Overlook Hills Drive); which seeks modifications to the existing site-specific ordinance (Planned Residential Overlay District Ordinance # 2145) that governs this site to address inconsistencies between this legislation and the proposed Site Development Plan (SDP) relative to certain allowed lot widths, depths, and sites. (Ward – Five)

Documents:

[PUBLIC HEARING WITHDRAWAL - PZ 12 AND 13-15 VILLAGES OF BRIGHT LEAF.PDF](#)

### C. P.Z. 11-16 City Of Wildwood Planning And Zoning Commission, C/O Department Of Planning, 16860 Main Street, Wildwood, Missouri 63040

A request to review and consider amendments to the City of Wildwood's Zoning Ordinance – Chapter 415 of the City of Wildwood Municipal Code – for all of its "R" Residence Districts designations (Chapter 415 – Sections 110 through 160), including Chapter 415.090 NU Non-Urban Residence District, along with Chapter 415.030 Definitions, which would thereby consider the addition of new language for group homes for the developmentally disabled that is consistent with current Missouri Revised Statutes. (Wards – All)

Documents:

[PUBLIC HEARING - PZ 11-16 CITY OF WW-GROUP HOMES.PDF](#)

## VIII. LEGISLATION

### A. UNFINISHED BUSINESS

#### 1. (Postponed At The July 11, 2016 City Council Meeting – To Be Un-Postponed)

**BILL #2197** AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A COOPERATION AGREEMENT FOR INTERNET ACCESS SITES WITH ST. LOUIS COUNTY, MISSOURI, FOR THE USE OF EMERGENCY COMMUNICATIONS TOWERS FOR THE PURPOSES OF PROVIDING HIGH-SPEED INTERNET ACCESS SERVICES TO THE RESIDENTS OF THE CITY. *Recommended by the Rural Internet Access Committee* (Second Reading) (Wards – All)

**DIRECT BUDGETARY IMPLICATION: Revenue Neutral**

Documents:

[BILL 2197.PDF](#)

2. (Postponed At The August 22, 2016 City Council Meeting – To Be Un-Postponed)

**BILL #2206** AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH *KCI CONSTRUCTION COMPANY* FOR THE CONSTRUCTION OF THE 2nd STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by the Administration/Public Works Committee* (Second Reading) (Wards - Five and Eight)

**DIRECT BUDGETARY IMPLICATION: \$1,096,870.00 (Base Bid + Bid Alt. 1) Expense**

Documents:

[BILL 2206.PDF](#)

3. BILL #2207

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, APPROVING A CHANGE IN ZONING FROM THE NU NON-URBAN RESIDENCE DISTRICT TO THE R-3 RESIDENCE DISTRICT FOR A ONE AND FOUR-TENTHS (1.4) ACRE TRACT OF LAND THAT IS LOCATED ON THE SOUTHEAST CORNER OF MANCHESTER ROAD AND CENTER AVENUE - P. Z. 1-16 Old Towne Parc, Mike Whalen, Whalen Custom Homes, Inc. *Recommended by the Planning and Zoning Commission* (Second Reading) (Ward - Eight)

Documents:

[BILL 2207.PDF](#)

4. BILL #2209

AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF WILDWOOD, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2016 AND ENDING ON DECEMBER 31, 2016. *Recommended by the Department of Administration* (Second Reading) (Wards – All)

**DIRECT BUDGETARY IMPLICATION: \$11,102.00 Expense**

Documents:

[BILL 2209.PDF](#)

B. NEW BUSINESS

1. BILL #2211

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET AND IMPROVEMENTS TO STATE ROUTE 109 (Wards - All)

**DIRECT BUDGETARY IMPLICATION: Revenue Neutral**

Documents:

[BILL 2211.PDF](#)

2. BILL #2212

AN ORDINANCE AUTHORIZING A LOT SPLIT PLAT OF A 9.14 ACRE TRACT OF LAND, KNOWN AS 'ADJUSTED LOT B OF THE BOYLE-HOLCOMB ESTATE,' WHICH WAS SUBJECT TO A BOUNDARY ADJUSTMENT PLAT APPROVED IN 2014, AND SAID TRACT OF LAND IS LOCATED IN SECTION 25, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; BEING MORE SPECIFICALLY SITUATED ON THE WEST SIDE OF SHEPARD RIDGE ROAD,

TO THE NORTHEAST OF ITS INTERSECTION WITH SHEPARD ROAD, FOR THE PURPOSES OF SUBDIVIDING IT INTO TWO (2) PARCELS OF GROUND, HEREAFTER TO BE KNOWN AS LOTS 1 AND 2 OF THE BOYLE -HOLCOMB ESTATE; BEING THREE (3) ACRES AND SIX (6) ACRES IN SIZE, RESPECTIVELY.  
*Recommended by the Department of Planning (First Reading) (Ward - Three)*

Documents:

[BILL 2212.PDF](#)

## IX. RESOLUTIONS

### A. RESOLUTION #2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF LARRY McGOWEN, LARRY GOODSON, RYAN THOMAS, JOSEPH W. VUJNICH, AND STEPHEN V. CROSS TO THE BOARD OF DIRECTORS OF THE CROSSINGS COMMUNITY IMPROVEMENT DISTRICT.  
(Wards – All)

Documents:

[RES 2016-28 APPOINTING CROSSING CID BOARD OF DIRECTORS.PDF](#)

### B. RESOLUTION #2016-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OATES ASSOCIATES, INC., FOR THE DESIGN OF THE MISSOURI ROUTE 100 RAMP WIDENING IMPROVEMENTS AT THE WILDWOOD COMMUNITY PARK WITHIN THE CITY OF WILDWOOD. (Ward – One)

**DIRECT BUDGETARY IMPLICATION: \$14,000.00 Expense**

Documents:

[RES 2016-29 ROUTE 100 RAMP WIDENING.PDF](#)

### C. RESOLUTION #2016-30

A RESOLUTION AMENDING SECTION TWO OF RESOLUTION # 2016-18, AND AUTHORIZING EXPENDITURES PERTAINING TO THE AGREEMENT WITH MUNDELL & ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES RELATIVE TO THE ELLISVILLE SUPERFUND SITE WITHIN THE CITY OF WILDWOOD. (Wards – All)

**DIRECT BUDGETARY IMPLICATION: \$9,000.00 Expense**

Documents:

[RES 2016-30 APPROVING AMENDMENT TO RESOLUTION 2016-18 \(MUNDELL EXPENDITURES\).PDF](#)

## X. OTHER

### A. Receive & File - P.Z. 14-06 City Of Wildwood And Neichter/Throckmorton Development

NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District, with a Planned Residential Development Overlay District (PRD); east side of Ossenfort Road, north of Brook Hollow Drive; which denied a request for a modification to the site-specific ordinance that governs this fifty-five (55) lot residential subdivision, thereby would have allowed for an extension of time for the commencement of construction to begin upon this tract of land, under a specified and required timeframe. (Ward - One)

Documents:

B. Receive & File - P.Z. 12 & 13-15 Villages At Brightleaf And Related Items

R-3 10,000 square foot Residence District (Town Center "Neighborhood General District" and "Neighborhood Edge District"), with a Planned Residential Development Overlay District (PRD); north side of State Route 100, east of State Route 109 (Locator Numbers 23V230041, 23V230050, 23V240327, 23V310064, 23V330022, 23V330031, 23V330206, 23V330215, 23V330233, and 23V610917/Street Addresses: 2350 and 2344 Eatherton Road, 2531, 2555, and 2567 Taylor Road, 16721 Manchester Road, and 16615, 16602, and 16618 Overlook Hills Drive); which seeks modifications to the existing site-specific ordinance (Planned Residential Overlay District Ordinance # 2145) that governs this site to address inconsistencies between this legislation and the proposed Site Development Plan (SDP) relative to certain allowed lot widths, depths, and sites. (Ward – Five)

Documents:

RECEIVE AND FILE - PZ 12 AND 13-15 VILLAGES OF BRIGHT LEAF.PDF

XI. ADJOURNMENT

City Council Will Consider and Act Upon the Matters Listed Above, and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

*Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: Legal Actions, Causes of Action, Litigation or Privileged Communications Between the City's Representatives and its Attorneys [RSMO 610.021(1) 1994]; Lease, Purchase or Sale of Real Estate [RSMO 610.021 (2) 1994]; hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994]; bidding specification [RSMO 610.021 (11) 1994]; sealed bids and related documents, until the bids are opened' and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994.]*

**The City of Wildwood will provide reasonable accommodations for persons attending City Council meetings. Requests for reasonable accommodations should be made by contacting Liz Weiss, City Clerk at 636-458-0440 or email at [liz@cityofwildwood.com](mailto:liz@cityofwildwood.com) at least 48 hours prior to the start of the meeting."**



# WILDWOOD®

CITY OF WILDWOOD

## AUGUST 22, 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 Raymond Manton  
Council Member Sue Cullinane  
Council Member Katie Dodwell  
Council Member Marc Cox  
Council Member Debra Smith 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 Jim Baugus

**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. Liz Weiss, City Clerk

### PLEDGE OF ALLEGIANCE

Mayor Bowlin led the Pledge of Allegiance.

## **APPROVAL OF MINUTES**

The minutes of the August 8, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Stine, seconded by Council Member McCutchen, to approve the minutes. Council Member McCutchen noted that Jane Simpson's address (during the public participation section of the agenda) was not included. City Clerk Weiss noted this information would be added to the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **MAYOR APPOINTMENTS/ANNOUNCEMENTS**

### **Proclamation Honoring Wildwood Municipal Court Bailiff John Schlegel**

Mayor Bowlin read and presented a proclamation to John Schlegel honoring his twenty-one (21) years of volunteer service as a bailiff for the city of Wildwood's Municipal Court Team.

## **PUBLIC PARTICIPATION**

Dan Topik, 1576 Englebrook Drive, noted the upcoming August 26, 2016 meeting scheduled with City Officials and the EPA (Environmental Protection Agency) is important and he commended the Mayor for arranging it. He also stated his opposition to the delisting of the Callahan property as a Superfund Site by the EPA.

Tammy Shea, 18132 Sunny Top Court, provided a PowerPoint presentation relating to the Callahan Property to inform the City Council and City Team Members of actions taken by the EPA. She stated her opposition to the delisting of it as a Superfund Site by the EPA. [Following the meeting, Ms. Shea requested this presentation be attached to the meeting minutes – attached.]

Barbara Sprenger, 84 Strecker Road, provided information relating to the Callahan Site and stated her opposition to the delisting of it as a Superfund Site by the EPA.

Jean Vedvig, 16709 Clayton Road, stated her opposition to the delisting of the Callahan Site as a Superfund Site by the EPA and noted her desire for residents to be a part of the meeting scheduled with the EPA and City Officials.

Sharon Hutson, 432 Still Creek Pass, requested a second reading for Bill #2210 regarding the Boundary Adjustment of 19305 Jaeger Farms Drive.

Tom Cummings, 10407 Baur Boulevard, Payne Family Homes, stated he is available to answer any questions the City Council may have regarding Main Street Crossing.

Mary Kay Corsair, 17617 Melrose Road, stated she is available to answer any questions the City Council may have regarding P.Z. 14-07 Covert Corsair. She noted the Planning and Zoning Commission reconsidered the requested extension and denied it, which is extremely disappointing due to the money she has invested in the property.

## **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 June 27, 2016 City Council Meeting – to remain postponed)*

A response to a communication from Mike Falkner, Sterling Engineers and Surveyors, dated March 25, 2016, regarding P.Z. 12 and 13-15 The Villages at Bright Leaf; R-3 10,000 square foot Residence District (Town Center "Neighborhood General District" and "Neighborhood Edge District"), with a Planned Residential Development Overlay District (PRD); north side of State Route 100, east of State Route 109 (Locator Numbers 23V230041, 23V230050, 23V240327, 23V310064, 23V330022, 23V330031, 23V330206, 23V330215, 23V330233, and 23V610917/Street Addresses: 2350 and 2344 Eatherton Road, 2531, 2555, and 2567 Taylor Road, 16721 Manchester Road, and 16615, 16602, and 16618 Overlook Hills Drive); which seeks modifications to the existing site-specific ordinance (Planned Residential Overlay District Ordinance # 2145) that governs this site to address inconsistencies between this legislation and the proposed Site Development Plan (SDP) relative to certain allowed lot widths, depths, and sites. (Ward – Five)

#### UNFINISHED BUSINESS

*(Postponed at the July 11, 2016 City Council meeting – to remain postponed)*

**BILL #2197 AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A COOPERATION AGREEMENT FOR INTERNET ACCESS SITES WITH ST. LOUIS COUNTY, MISSOURI, FOR THE USE OF EMERGENCY COMMUNICATIONS TOWERS FOR THE PURPOSES OF PROVIDING HIGH-SPEED INTERNET ACCESS SERVICES TO THE RESIDENTS OF THE CITY. Recommended by the Rural Internet Access Committee (Second Reading) (Wards – All)**

**BILL #2202 AN ORDINANCE AMENDING SECTION 110.250 OF THE MUNICIPAL CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 110.250 OF THE MUNICIPAL CODE; AND PROVIDING FOR THE ESTABLISHMENT OF A STANDING COMMITTEE FOR ECONOMIC DEVELOPMENT. Recommended by the Department of Administration (Second Reading) (Wards – All)**

A motion was made by Council Member Dodwell, seconded by Council Member McGowen, for the second reading of Bill #2202. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2202 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2202 with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano

Nays – None

Absent – Baugus

Abstain – None

Whereupon Mayor Bowlin declared Bill #2202 approved, passed and it became **ORDINANCE #2202**.

**BILL #2203 AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING PLANNED DISTRICT ORDINANCE #1697 BY DELETING SECTION TWO THEREOF AND ENACTING, IN LIEU THEREOF, A NEW SECTION TWO; AND PROVIDING FOR THE APPROVAL OF AN AMENDED M-3 PLANNED INDUSTRIAL DISTRICT FOR A CERTAIN 12.74 ACRE TRACT OF LAND FOR USE AS A COMPOSTING FACILITY, WITH AN EXPANDED RANGE OF WASTE STREAMS - P.Z. 9-16 Fick Supply Services, Inc. Recommended by the Planning and Zoning Commission (Second Reading) (Ward - One)**

A motion was made by Council Member Alexander, seconded by Council Member Bertolino, for the second reading of

Bill #2203. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2203 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2203 with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano

Nays – None

Absent – Baugus

Abstain – None

Whereupon Mayor Bowlin declared Bill #2203 approved, passed and it became **ORDINANCE #2203**.

**BILL #2204 AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING SPECIAL PROCEDURES PERMIT ORDINANCE #2116 BY DELETING SECTION TWO THEREOF AND ENACTING, IN LIEU THEREOF, A NEW SECTION TWO; AND PROVIDING FOR THE APPROVAL OF AN AMENDED PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD) FOR AN APPROXIMATELY TWENTY-EIGHT (28) ACRE TRACT OF LAND BEING AUTHORIZED FOR ONE HUNDRED FOUR (104), SINGLE FAMILY DETACHED DWELLINGS ON INDIVIDUAL LOTS, WITH COMMON GROUND AND PUBLIC SPACES - P.Z. 25, 26, and 26a-14 Main Street Crossing, Payne Family Homes L.L.C. Recommended by the Planning and Zoning Commission (Second Reading) (Ward – Eight)**

A motion was made by Council Member Goodson, seconded by Council Member Garritano, for the second reading of Bill #2204. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2204 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2204 with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Goodson, and Garritano

Nays – None

Absent – Baugus

Abstain – Levitt

Whereupon Mayor Bowlin declared Bill #2204 approved, passed and it became **ORDINANCE #2204**.

**BILL #2206 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH KCI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE 2<sup>nd</sup> STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. Recommended by the Administration/Public Works Committee (Second Reading) (Wards - Five and Eight)**

A motion was made by Council Member Bertolino, seconded by Council Member Manton, for the second reading of Bill #2206. A voice vote was taken with an affirmative result and the motion was declared passed. Council Member McCutchen voted Nay. Bill #2206 was read for the second time by title only.

A motion was made by Council Member Alexander, seconded by Council Member Porter, to postpone action on Bill #2206 for ninety (90) days, in order for more research to be conducted on trail usage.

Council Member Marshall made an amended motion to divide the previous motion into two (2) parts: 1) the postponement of Bill #2206 and 2) for what timeframe. Council Member McGowen seconded the motion.

A roll call vote was taken on the amended motion, to divide the original motion with the following results:  
Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Cox, Alexander, Stine, Goodson, and Garritano  
Nays – Dodwell, McCutchen, Bertolino, and Levitt  
Absent – Baugus  
Abstain – Porter  
Whereupon Mayor Bowlin declared the motion approved.

A motion was made by Council Member Alexander, seconded by Council Member Porter, to postpone action on Bill #2206.

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

A motion was made by Council Member Alexander, seconded by Council Member Porter, to postpone action on Bill #2206 for ninety (90) days.

An amended motion was made by Council Member Bertolino, seconded by Council Member Manton, to postpone action on Bill #2206 until the next City Council Work Session Meeting. Without objection, the motion was amended.

An amendment to the amended motion was made by Council Member Alexander, seconded by Council Member McGowen, to postpone action on Bill #2206 for no more than thirty (30) days. Without objection, the amended motion was amended.

A roll call vote was taken on the amended motion to postpone action on Bill #2206 for no more than thirty (30) days:  
Ayes – McGowen, DeHart, Marshall, Manton, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano  
Nays – Cullinane, Dodwell, and Cox  
Absent – Baugus  
Abstain – None  
Whereupon Mayor Bowlin declared the motion approved.

## **NEW BUSINESS**

**BILL #2207      AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, APPROVING A CHANGE IN ZONING FROM THE NU NON-URBAN RESIDENCE DISTRICT TO THE R-3 RESIDENCE DISTRICT FOR A ONE AND FOUR-TENTHS (1.4) ACRE TRACT OF LAND THAT IS LOCATED ON THE SOUTHEAST CORNER OF MANCHESTER ROAD AND CENTER AVENUE - P. Z. 1-16 Old Towne Parc, Mike Whalen, Whalen Custom Homes, Inc. Recommended by the Planning and Zoning Commission (First Reading) (Ward - Eight)**

A motion was made by Council Member Garritano, seconded by Council Member Goodson, for the first reading of Bill #2207. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2207 was read for the first time by title only.

**BILL #2208** AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AMENDING SECTION 410.380 OF THE MUNICIPAL CODE OF THE CITY OF WILDWOOD, MISSOURI, BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 410.380; AND PROVIDING REGULATIONS FOR THE USE OF SIDE YARD SETBACK AREAS FOR ANY TYPE OF IMPROVEMENT OR LAND DISTURBANCE – P.Z. 10-16 CITY OF WILDWOOD PLANNING AND ZONING COMMISSION, C/O DEPARTMENT OF PLANNING. *Recommended by the Planning and Zoning Commission (First Reading) (Wards – All)*

A motion was made by Council Member McGowen, seconded by Council Member Cullinane, for the first reading of Bill #2208. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2208 was read for the first time by title only.

A motion was made by Council Member Levitt, seconded by Council Member Stine, for the second reading of Bill #2208. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2208 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2208, with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano

Nays – None

Absent – Baugus

Abstain – None

Whereupon Mayor Bowlin declared Bill #2208 approved, passed and it became **ORDINANCE #2208**.

**BILL #2209** AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF WILDWOOD, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2016 AND ENDING ON DECEMBER 31, 2016. *Recommended by the Department of Administration (First Reading) (Wards – All)*

A motion was made by Council Member Cullinane, seconded by Council Member Marshall, for the first reading of Bill #2209. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2209 was read for the first time by title only.

**BILL #2210** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT APPROVES AN ADJUSTMENT OF CERTAIN COMMON BOUNDARY LINES BETWEEN TWO (2) LOTS OF RECORD, WHICH ARE DESCRIBED AS ALL OF LOT 3 OF THE 'JAEGER FARMS SUBDIVISION,' BEING RECORDED IN PLAT BOOK 303, PAGE 72, OF ST. LOUIS COUNTY, MISSOURI RECORDS, AND PART OF A BOUNDARY ADJUSTED TRACT OF LAND BEING RECORDED IN PLAT BOOK 304, PAGE 66, OF ST. LOUIS COUNTY, MISSOURI RECORDS, AND MORE SPECIFICALLY SITUATED ON THE NORTHWEST CORNER OF JAEGER FARMS DRIVE AND OSSENFORT ROAD, THEREBY TRANSFERRING AN AREA OF 8,494.2 SQUARE FEET BETWEEN THE RESPECTIVE PROPERTIES, THEREBY ENSURING ALL IMPROVEMENTS ASSOCIATED WITH THE SMALLER SIZED PROPERTY ARE NOW LOCATED WITHIN ITS ADJUSTED BOUNDARIES – "THE BOUNDARY ADJUSTMENT OF 19305 JAEGER FARMS DRIVE." *Recommended by the Department of Planning and Parks (First Reading) (Ward - One)*

A motion was made by Council Member McGowen, seconded by Council Member Marshall, for the first reading of Bill #2210. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member DeHart abstained). Bill #2210 was read for the first time by title only.

A motion was made by Council Member McGowen, seconded by Council Member Marshall, for the second reading of Bill #2210. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member DeHart abstained). Bill #2210 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2210, with the following results:

Ayes – McGowen, Marshall, Manton, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano

Nays – None

Absent – Baugus

Abstain – DeHart

Whereupon Mayor Bowlin declared Bill #2210 approved, passed and it became **ORDINANCE #2210**.

## **RESOLUTION(S)**

**RESOLUTION #2016-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT WITH MTW ENTERPRISES, LLC, d/b/a SERVPRO OF SOUTH CHESTERFIELD/WILDWOOD, FOR MOLD REMEDIATION SERVICES AT THE WILDWOOD MUNICIPAL BUILDING. *Recommended by the Department of Administration (Ward – Eight)***

A motion was made by Council Member Goodson, for the adoption of Resolution #2016-25, which motion, which motion was seconded by Council Member Dodwell. Resolution #2016-25 was read into the record. A voice vote was taken for the approval of Resolution #2016-25 with a unanimous affirmative result.

**RESOLUTION #2016-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CB ENGINEERING, INC., d/b/a COCHRAN, FOR THE DESIGN OF THE YMCA LOOP TRAIL IMPROVEMENTS. *Recommended by the Planning/Economic Development/Parks Committee (Ward – One)***

A motion was made by Council Member DeHart, for the adoption of Resolution #2016-26, which motion, which motion was seconded by Council Member McGowen. Resolution #2016-26 was read into the record. A voice vote was taken for the approval of Resolution #2016-26 with a unanimous affirmative result.

**RESOLUTION #2016-27 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE ORDER TO THE BENEFIT OF KLANCE UNLIMITED FOR THE USE OF ELECTRICAL EQUIPMENT, THE INSTALLATION OF LINES, AND THE MAINTENANCE OF THE GRID, ALL BEING IN ASSOCIATION WITH THE 2016 CELEBRATE WILDWOOD WEEKEND EVENT. *Recommend by the Department of Planning and Parks (Wards – All)***

A motion was made by Council Member Stine, for the adoption of Resolution #2016-27, which motion, which motion was seconded by Council Member Levitt. Resolution #2016-27 was read into the record. A voice vote was taken for the approval of Resolution #2016-27 with a unanimous affirmative result.

## **OTHER**

**Receive & File - A recommendation report regarding the submittal of plans and related information for P.Z. 25, 26, and 26a – 14 Main Street Crossing, Payne Family Homes L.L.C., which includes the Site Development Plan, Landscape Plan, Public Space Plan, and other components; east side of State Route 109, south of State Route 100;**

**R-4 7,500 square foot Residence District (Town Center “Neighborhood Edge District”), with a Planned Residential Development Overlay District (PRD); that would allow for the property’s use to proceed and provide Preliminary Plat approval of this planned one hundred four (104) lot residential subdivision, including single family detached dwellings, common ground, and public space. (Ward - Eight)**

Director of Planning Vujnich stated the Planning and Zoning Commission approved the Site Development Plan, Landscape Plan, Public Space Plan, and other components for Main Street Crossing. He noted this approval is conditional, based upon receiving required approvals from the applicable service providers referenced.

**Receive & File - A response to a communication from Robert W. Covert III and Mary Kay Corsair, which is dated April 15, 2016, regarding P.Z 14-07 Covert-Corsair Homes, Inc., c/o Stock and Associates; C-8 Planned Commercial District (Town Center Workplace and Neighborhood Edge Districts); north side of Manchester Road, west of Taylor Road; seeking a modification to the site-specific ordinance, to allow for an extension of time for the commencement of construction to begin upon this tract of land, which must be met in a specified timeframe (July 25, 2016). (Ward – Eight)**

Director of Planning Vujnich noted the Planning and Zoning Commission, by a vote of 7 to 2, at its August 15, 2016 Executive Session, supported its previous action on this matter and is not extending the timeline for the commencement of construction to begin on this site.

**Receive & File - P.Z. 24-15 Rockwood School District—Lafayette High School, c/o Dr. Karen Calcaterra, 17050 Clayton Road, Wildwood, Missouri 63011 - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Lafayette High School Campus. This campus is located on the east side of State Route 109, south of Clayton Road (Locator Number: 22V210215/Street Address: 17050 Clayton Road). Proposed Use: Sponsorship type banners for a public use, with a minimum of two (2) operational athletic fields on the same lot. (Ward - Five)**

Director of Planning Vujnich stated the Planning and Zoning Commission approved Lafayette High School’s request for a Conditional Use Permit (CUP) for the installation of sponsorship banners.

**Approval of Expenditures (Wards – All)**

A motion was made by Council Member Cullinane, seconded by Council Member McGowen, to approve the August 2016 Expenditures. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

**ADJOURNMENT**

A motion was made by Council Member Goodson, seconded by Council Member Stine, 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 9:37 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:

\_\_\_\_\_  
Liz Weiss, City Clerk

**COUNCIL WORK SESSION MINUTES  
COUNCIL CHAMBERS**

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

**MONDAY, AUGUST 22, 2016  
6:30 P.M.**

<u>Present</u>	<u>Absent</u>
Bowlin	Baugus
McGowen	Cox
DeHart	
Marshall	
Manton	
Cullinane	
Dodwell	
McCutchen	
Bertolino	
Porter	
Stine	
Levitt	
Goodson	
Garritano	

**MAYOR'S COMMENTS/ANNOUNCEMENTS APPOINTMENTS - NONE**

**FOR INFORMATION**

**Update on St. Louis County Tower Sites for Internet Access Use by Wildwood (Wards – All)**

Mayor Bowlin stated a memorandum had been provided by City Attorney Young for the City Council's review and asked if there were any comments or questions.

Discussion was held among City Council Members regarding the following item: the issue with the St. Louis County agreement causing a delay.

## **PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE**

### **Reservation and Registration Update (Wards – All)**

Mayor Bowlin stated a memorandum had been provided for the City Council's review and asked if there were any comments or questions.

### **Ongoing and Long-Term Maintenance Costs for Parks and Trail Facilities (Wards – All)**

Mayor Bowlin stated a memorandum had been provided for the City Council's review and asked if there were any comments or questions.

Discussion was held among City Council Members regarding the following item: that it would be helpful if a colorized trail map could be developed showing existing and planned trails in the city.

Director of Planning Vujnich noted the Access and Mobility Plan provides this information but that it could be amended.

### **Consultant Contract for Design/Engineering Services relating to Loop Trail Completion at Wildwood Family YMCA and St. Louis Community College – Wildwood Campus (Ward – One)**

Mayor Bowlin stated a memorandum had been provided for the City Council's review and asked if there were any comments or questions.

## **FOR ACTION**

### **EXECUTIVE [CLOSED] SESSION with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021(1) 1994].**

A motion was made by Council Member Marshall, seconded by Council Member Alexander, to go into Executive Session at 6:58 p.m. with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021(1) 1994].

A roll call vote was taken with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano

Nays – None

Absent – Baugus and Cox

Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Levitt, seconded by Council Member Manton, to go out of Executive Session at 7:25 p.m. with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021(1) 1994].

A roll call vote was taken with the following results:

Ayes – McGowen, DeHart, Marshall, Manton, Cullinane, Dodwell, McCutchen, Bertolino, Porter, Alexander, Stine, Goodson, and Garritano

Nays – None

Absent – Baugus and Cox

Abstain - Levitt

Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Marshall, seconded by Council Member Cullinane, to adjourn the Work Session. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business; the meeting was adjourned at 7:29 p.m.

DRAFT

## Callahan Property

In late 1981 and into 1982 a removal action of barreled and deteriorated barreled waste was conducted on the Callahan property located on Strecker Rd.

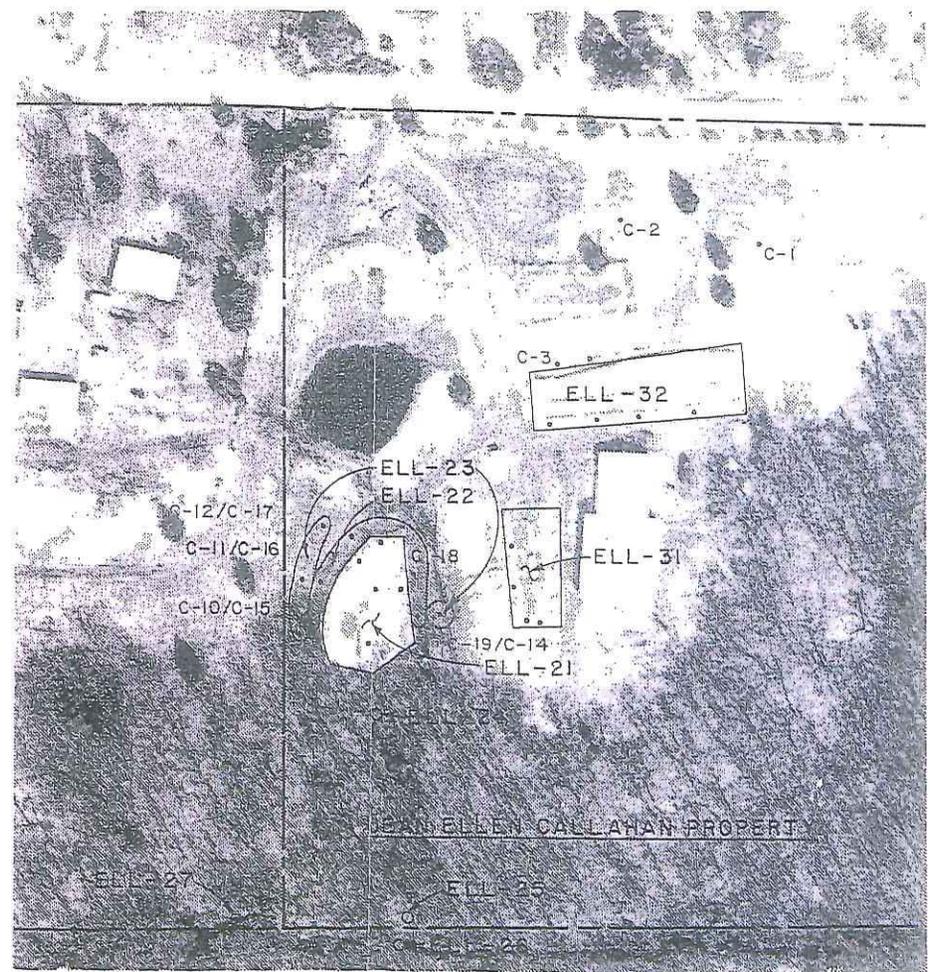
1200 drums were excavated from the fill area

613 drums contained liquid and solid waste were over packed and stored on site.

**“Soil excavated with the drums was placed back in the area and covered with plastic sheets.”** (Remedial Investigation – Ellisville Hazardous Waste Disposal Site, Summary Report, 1983; Prepared for U.S. EPA by Black & Veatch)

**“In June of 1982, a large portion of the back filled soil slid out from under the plastic cover.”**

(Remedial Investigation – Ellisville Hazardous Waste Disposal Site, Summary Report 1983; Prepared for U.S. EPA by Black & Veatch)



2  
SAMPLING STATIONS  
MONITORING LOCATIONS  
APPROXIMATE PROPERTY LINES



ELLISVILL

## The Fill Area

The soil mass, fill runoff, surface water and fill leachate were confirmed to be contaminated. The necessary evaluation of the condition of the ravine was never performed during the original investigation – and has yet to be done comprehensively.

Samples done in areas ELL 21, 22, 23 were composite samples (mixed soil from other areas of the site...which can dilute the results)

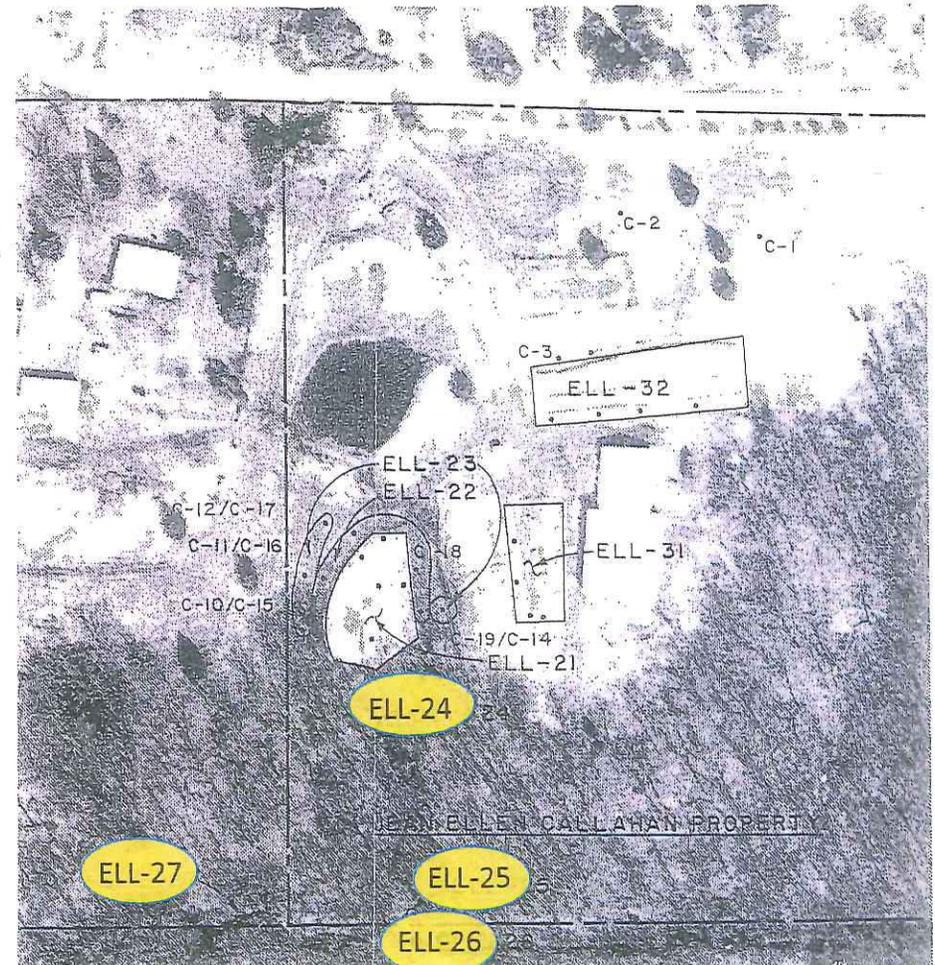
Samples from Area ELL 24 & 25 (yellow highlights) were only 1 inch deep

Water Samples had no valid chemical data for ELL 26 & 27. (yellow highlights)

In 1999 Wildwood's consultant wrote: **“Insufficient sample volume...to be statistically valid and scientifically defensible.”** (Enviro & Recovery Corp 8/5/99)

No down stream testing for contaminants known to be in the waste dumped on the Callahan Property has been conducted.

URS and Mundell, past and current consultants of Wildwood both **recommended a groundwater monitoring well be installed west of the ravine drainage way that flows to Caulks Creek.**



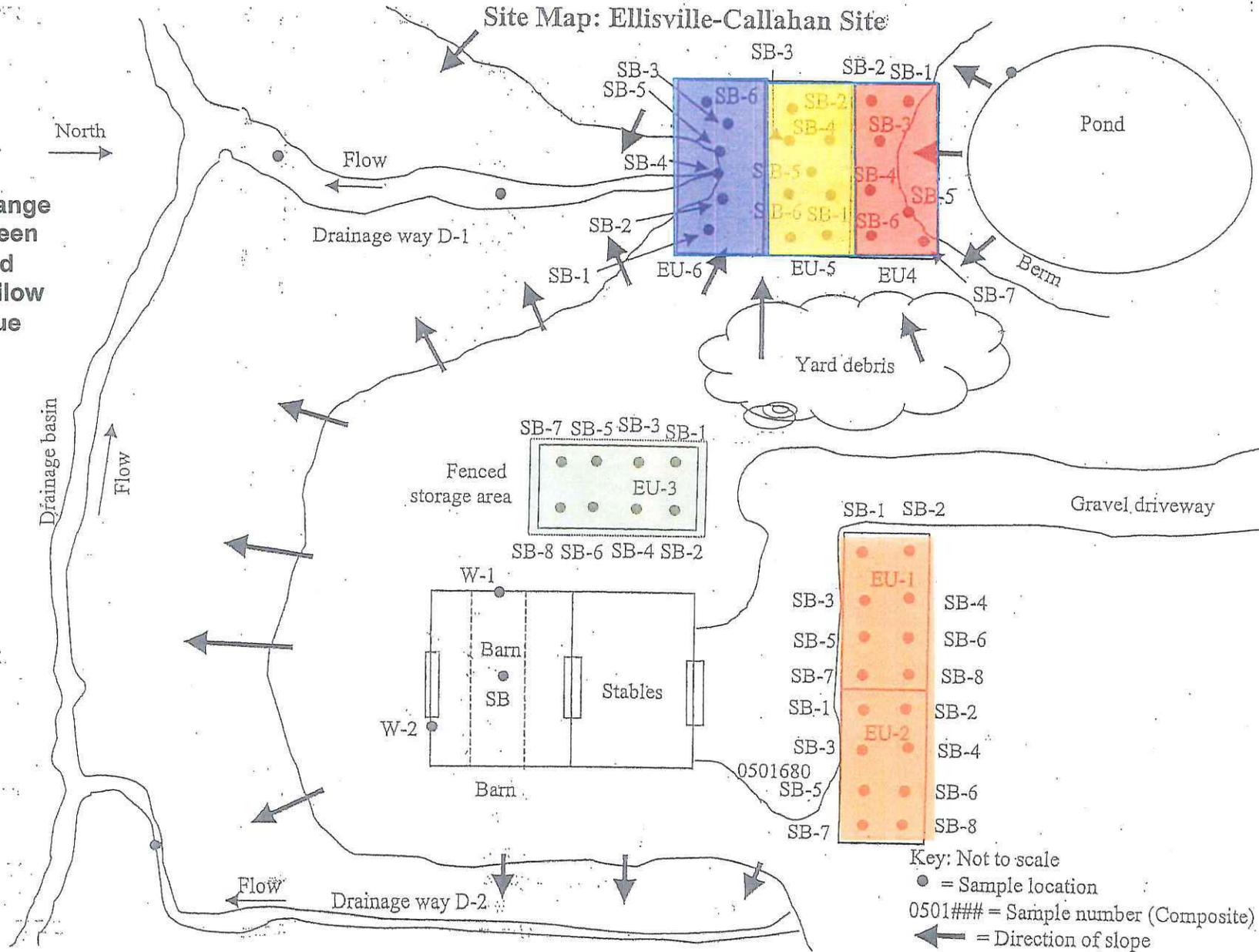
SAMPLING STATIONS  
MONITORING LOCATIONS  
APPROXIMATE PROPERTY LINES



ELLISVILL

# Site Map: Ellisville-Callahan Site

- EU-1&2 Orange
- EU-3 Green
- EU-4 Red
- EU-5 Yellow
- EU-6 Blue



2005 DNR QAPP

Key: Not to scale  
 ● = Sample location  
 0501### = Sample number (Composite)  
 ← = Direction of slope

## The Pond

The Pond was known to leak and was drained in 1982 and sealed with bentonite.

During the 1999 a developer submitted a proposal for development of the Callahan Property. Testing submitted by the developers consultant (Brucker) indicated they encountered metal and drum lids found near the pond embankment.

One grab sample was obtained in 2005, by MDNR with a spoon at about 2" at the south-West overflow area.

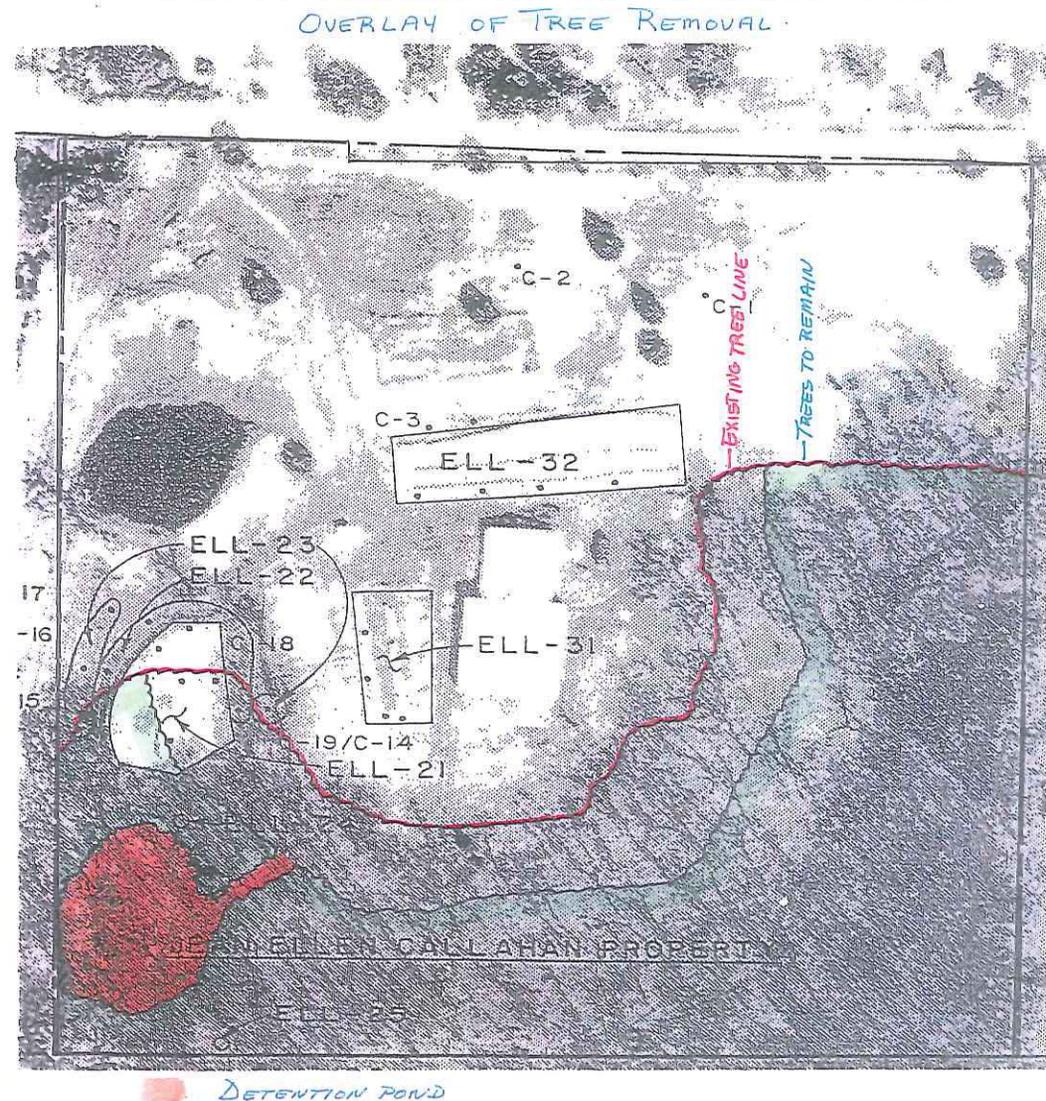
Lead and Mercury exceeded background levels.

Areas ELL 31 & 32 were sampled at 2ft deep With a hand auger while the drums were present. VOCs were found in excedences with

In 1997 the EPA had removed the gravel and fencing, replace the area with topsoil and seeded.

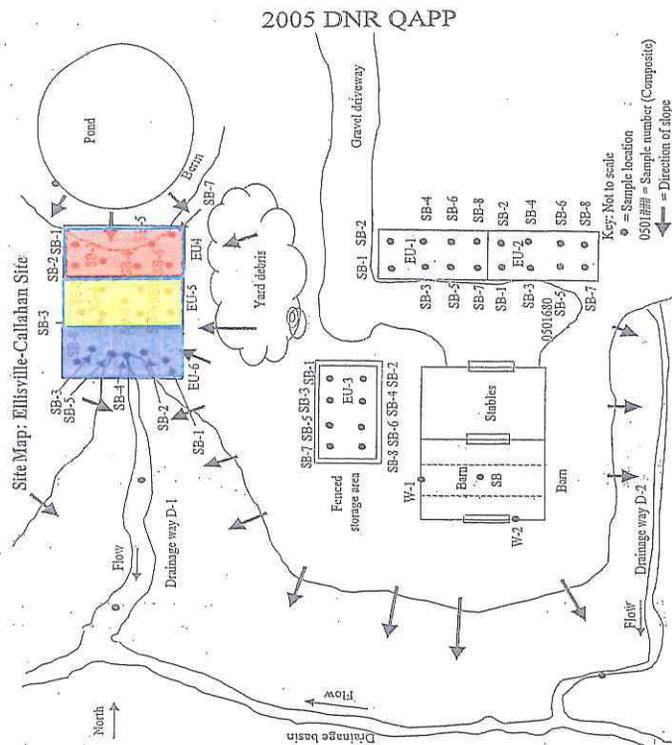
In 2005 Missouri Department of Natural Resources (MDNR) sampled the area 1 – 2 ft. deep and reported no VOCs or PCBs or dioxin because they tested clean topsoil.

Pond sediment should be analyzed beneath the layer of bentonite.

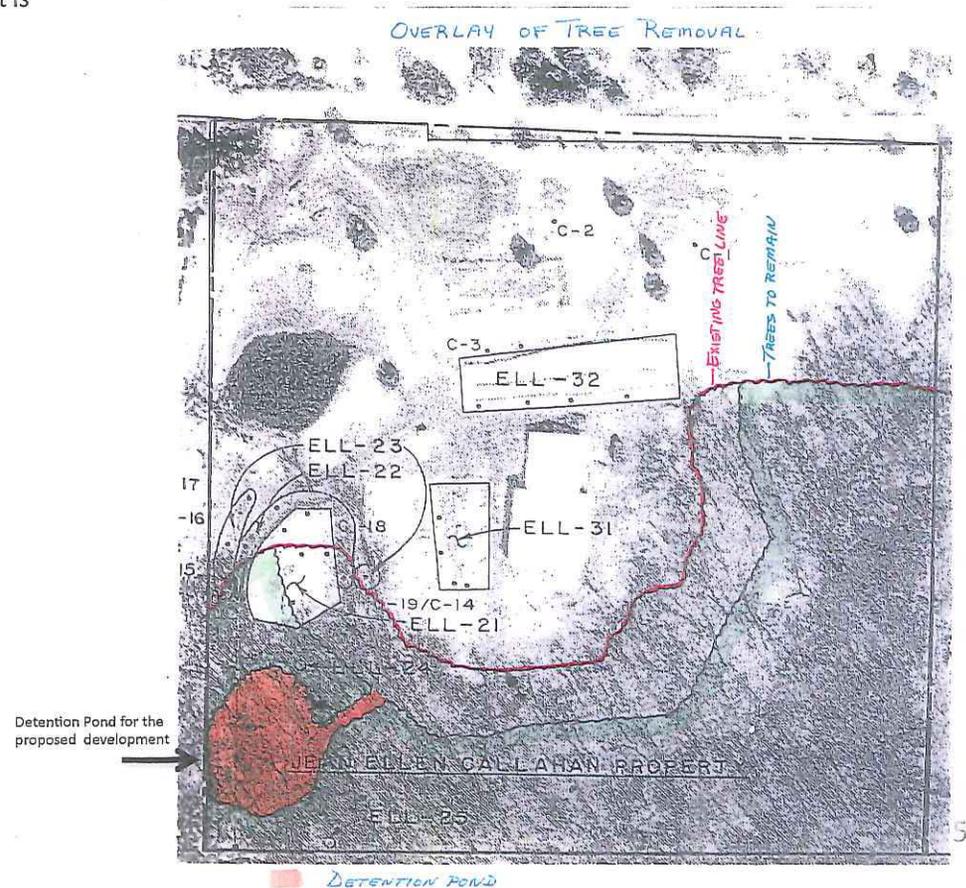


## Ravine and Drainageway Areas

- In 2005, the MDNR Sampled areas EU 4, 5 and 6 (red, yellow and blue areas). This has been established as the area between the pond and the Ravine. The drainage area has not been investigated.
- EU 4 (**red area**) detected PCB-1260, Mercury and metals, no dioxins, no VOCs and no soil gas
- EU 5 (**yellow area**) detected 15 VOCs, Soil Gases, with no other lab analysis performed
- EU 6 (**blue area**) detected VOCs and BNAs (Base Neutral Acids /SVOCs) PCB 1260, Mercury and Metals, no Dioxins Four of six borings had soil gas, Two borings #4 & 5, at the north tip of the ravine had highest levels at refusal, indicating possible chemically saturated bedrock. A condition that is present on the Bliss site.



- In 2005, the MDNR reported several areas of buried ferrous metal near the surface and at depth
- A “near –surface high chargeability” area was interpreted as buried metal
- During soil boring activities in EU 6, a drum had been pierced by the core sampler at 8ft. And elevated toluene was collected.
- It also contained major errors:
  1. Dioxin was a chemical of concern
  2. Sediment from within the pond was sampled
  3. EU 4, 5 & 6 encompassed the former drum burial area.



# The Barn

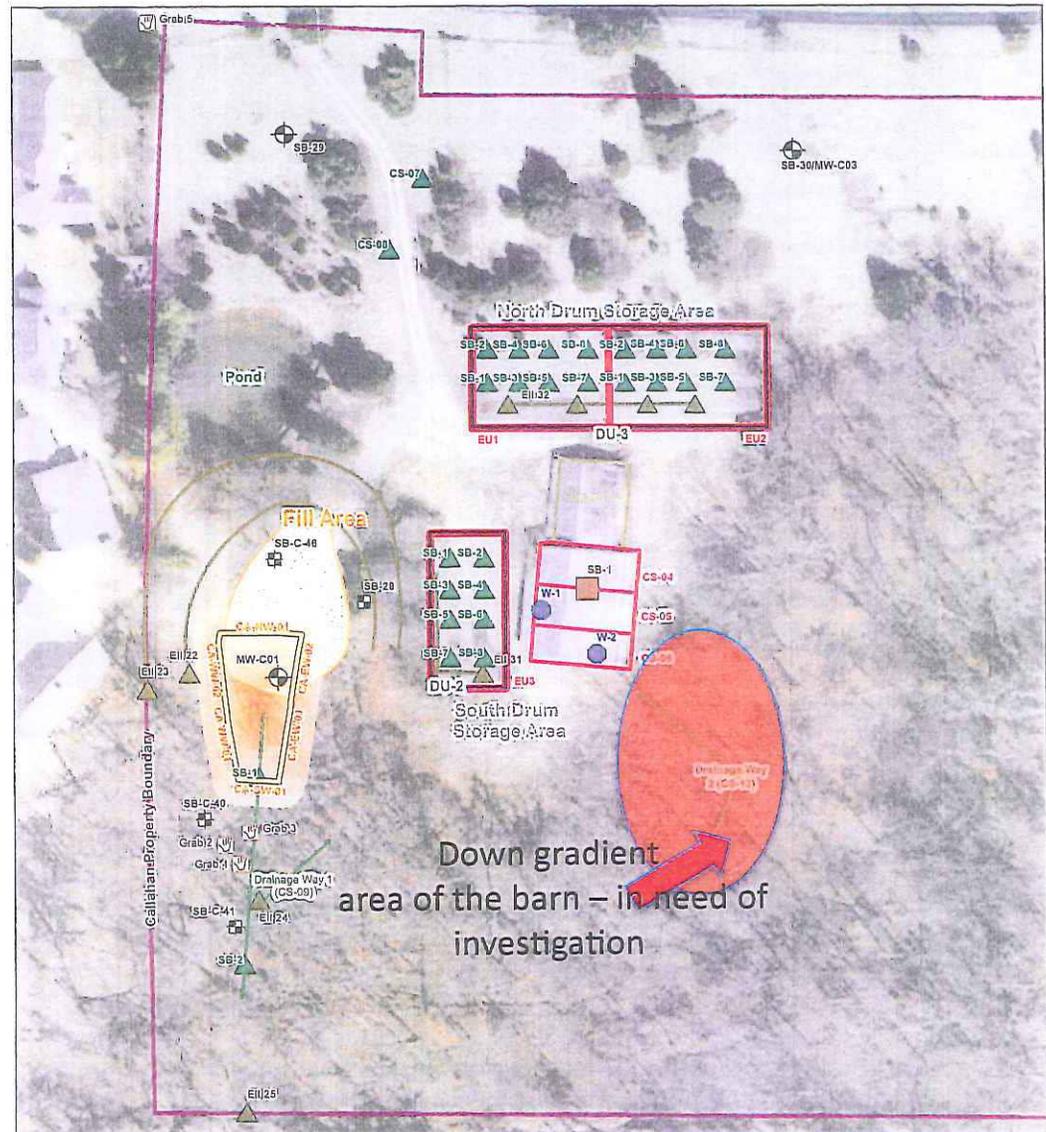
The barn was sampled only for 2,3,7,8-TCDD in 2005. Dioxin has never been the chemical of concern on this property.

The URS report noted that streaks from tanker truck dumping of liquid chemicals were visible in archived photos, yet no investigation has been conducted by state or federal agencies.

# Ground Water

A ground water monitoring well was drilled in 2011. Strong solvent odors were detected in soils near the top of bedrock (12ft deep). The city's consultant, Custom Environmental Services, reported that the DNR informed him that air coming from the well boring exceeded the range of the monitoring device, a PID meter. The range was over 4,000 ppm. Unfortunately, the MDNR failed to report any PID readings. Without sampling, the well boring was closed and re-drilled 15ft southeast.

At 7 – 10ft a green soil with a strong odor was encountered



**Data Sources:**

- U.S. EPA. 1993. Remedial Investigation -Excavated Areas, RI Soil Samples, Drum Staging Locations
- MDNR. 2005. Site Reassessment/Past Removal Sampling Report -MDNR Exposure Units, Drainage Ways, Barn Wipe and Soil
- U.S. EPA. 2012. Expanded Site Review -Grab Locations, Monitoring Wells, Soil Borings, Decision Units, Callahan Property Boundary
- U.S. EPA. 2013. Removal Action Report -Excavation Area, Composite Sampling

**Legend:**

- 1992 Est. Excavated Area
- 1993 EPA RI Soil Samples
- 2005 MDNR Exposure Unit Boundaries
- 2005 MDNR Exposure Unit (EU) Samples
- 2005 MDNR Drainage Ways
- 2005 MDNR Barn Wipe Samples
- 2005 MDNR Soil Borings
- Callahan Property
- Drum Staging Locations
- 2012 EPA ESR Grid Locations
- 2012 EPA ESR Monitoring Wells
- 2012 EPA ESR Soil Borings
- 2012 Completed Sampling Locations
- 2012 Est. Excavation Area
- Decision Units

**Scale:** 0 25 50 100

**NOTE:** The Environmental Protection Agency does not guarantee the accuracy, completeness, or timeliness of the information shown, and shall not be liable for any injury or loss resulting from reliance upon the information shown. 01/22/15 C31 Historical Sampling With Excavation 2015 Map 2.mxd

**2015 Current Soil Concentrations**

Callahan Property  
Wildwood, Missouri

6

Samples in areas excavated not shown

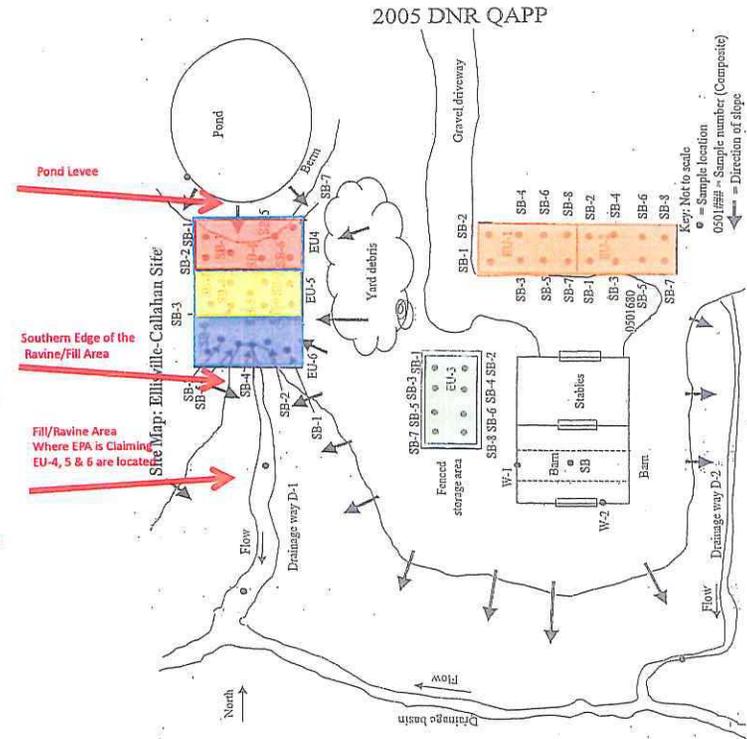
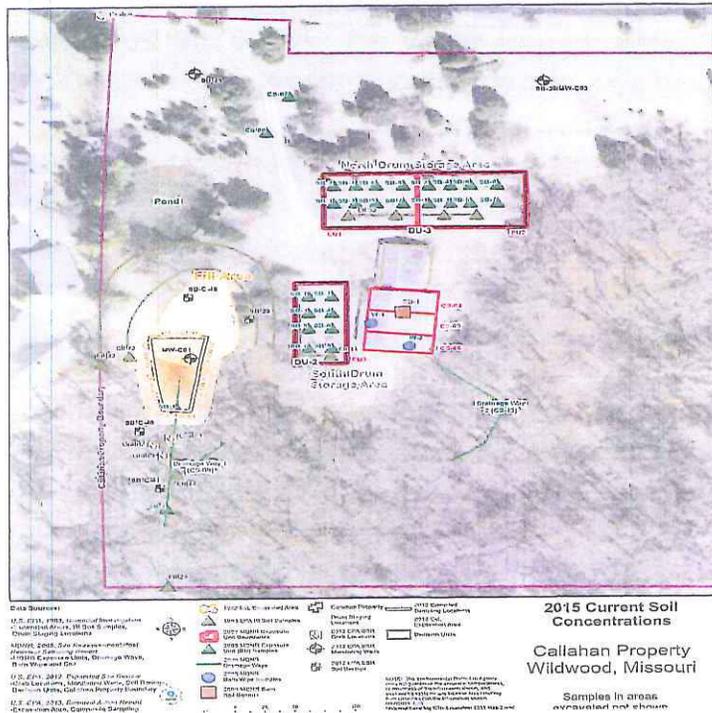
# 2012 Removal Action

In 2012, the EPA intentionally misrepresented the locations of EU-4, 5 and 6 and by doing so falsely implies that in the 2012 Removal Action remediated the areas of concern, when in reality the area has never been fully investigated.

MDNR's report is evidence of the location of EU-4, 5 & 6 are clearly are in between the Pond and the Fill/Ravine areas. The DNR never tested into the ravine due to inaccessibility.

In the June 22, 2015 EPA memo titled: "Evaluation of Post Removal and historical data representative of Current Conditions Memo: **EU-4, 5 & 6 are the northern, middle and southern thirds areas of 1982 fill area**". This contradicts the MDNR map showing these areas to be located between the pond and ravine and the MDNR text confirms... **EU-4 borings were placed around the foot of the (pond) levee. EU-6...steep ravine was located long the southern center of EU-6... borings were placed around the ravine.**

MDNR Sample Data is excluded in EPA 2015 map (below), claiming a removal of those areas based on their incorrect location of the prior MDNR identifications.



MDNR Data is excluded in EPA 2015 map, claiming a removal of those areas based on their incorrect location of the prior MDNR identifications.

During their removal action, EPA never analyzed the excavated soil for chemical constituents. They removed stained, odorous and/or high PID response soil without recording those PID readings. EPA only performed confirmation sampling for the side walls which are inconsistent for VOC and SVOCs. With soil being removed to bedrock there is a high probability of unknown chemicals saturate in the bedrock.

EPA then goes on to claim in the press that there was a small amount of lead subsurface and some smelly paint waste. The removal action (RA) was driven by the unidentified green material encountered at the monitoring well.

This abbreviated report is being provided to this council and the city staff as an effort to inform those not present when these actions were taken and to provide everyone with historical and current data.

As the city continues to engage with property owners, state and federal agencies, current and future residents, it is imperative that a comprehensive knowledge be acquired by all representatives of the city who find themselves in the position to make decisions on proposals for development or matters relating public health and safety. It is your charge and your responsibility to be educated on the facts. This requires that you spend extra time with these documents, that you ask questions if you don't understand, that you challenge the claims that may not be supported by the data and that you can articulate that information to all parties, including the citizens you represent.

The Bliss Superfund sites represent a bleak part of Missouri history. Many mistakes were made in investigating and attempting to remediate all of these properties. We can not fix all of those mistakes. The biggest among them was the reckless conduct of the EPA that allowed uncontained waste to remain on these properties, unmonitored, migrating into the soil and water, without warning to neighboring residents, followed by approving the occupation of these areas when they knew them to be contaminated.

It is documented, even in their own paper work. They failed this community many times over and Wildwood is on record as having proved it.

It is not for lack of anything better to do with our time, that we have dedicated so much of ourselves to demonstrating the facts to governing bodies such as this. The effort derives from knowing that the details proved the evidence of a lingering problem and our conscience forces our attention to these matters so that others can be guarded from unknowingly placing themselves and their families in harms way. Now your attention should be driven by the same.



WILDWOOD®

## MEMORANDUM

TO: Council Members

FROM: Jim Bowlin, Mayor

DATE: September 9, 2016

RE: Appointment – Rural Internet Access Committee – Cheryl Jordan (Ward 6)

DIST: Ryan Thomas  
John Young  
Joe Vujnich  
Liz Weiss

### BACKGROUND

Ms. Jordan is a Ward 6 resident with firsthand experience on internet access issues, and willing to assist with our rural internet objectives. She also fills the need for additional Ward 6 representation on the RIAC. I have discussed this appointment with Council Members Porter and Alexander, and they are in support.

### RECOMMENDATION

I recommend the appointment of Ms. Jordan as a member of the RIAC be approved at our September 12, 2016 Council meeting.

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

Att. - 1

## Elizabeth Weiss

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**From:** noreply@cityofwildwood.com  
**Sent:** Thursday, August 25, 2016 5:23 PM  
**To:** Elizabeth Weiss; Laura Rehtin  
**Subject:** Online Form Submittal: Apply to Serve on Boards and Commissions

### Apply to Serve on Boards and Commissions

Name:	Cheryl Jordan
Address:	18732 Reynard Ln
City, state, and zip code:	Wildwood, MO 63069
Phone number:	636-273-1399
Work phone number:	619-743-4181
Email address:	<a href="mailto:cherylj525@gmail.com">cherylj525@gmail.com</a>
Ward:	Ward 6
Occupation:	Director of Telecom for a Fortune 500 Apt REIT
Education:	BSBA - Marketing; University of MO - St Louis
Volunteer experience:	CASA for several foster children (Voices for Children); Treasurer and Volunteer Reporting for Backcountry Horsemen of CA,; Adoption Counselor for German Shepherd Rescue in CA, Technology Chair for NMHC OpTech and Broadband Properties Conferences
Select the board or commission you are applying for:	Other
If the board or commission you want is not listed, please tell us what you are interested in apply for:	Rural Internet Committee
List any questions or comments you may have:	I work from home in Wildwood and depend upon high speed internet access. A 2015 NMHC/Kingsley study found HSIA to be the #1 rated amenity for multifamily housing. I believe it is just as important to single family owners. It certainly has the ability to impact lifestyle, not to mention home values. I'm

willing to give of my time to assist with internet access efforts in Wildwood if desired.

---

Nominating city official: Jerry Porter

---

Email not displaying correctly? [View it in your browser.](#)

**Council Committee Assignments  
August 2016 – April 2017**

Ward	Administration/Public Works Scheduled Meeting Time 1 <sup>st</sup> Tuesday of the Month 6:00 p.m.	Planning/Parks Scheduled Meeting Time 3 <sup>rd</sup> Tuesday of the Month 6:00 p.m.	Economic Development Scheduled Meeting Time 4 <sup>th</sup> Monday of the Month 4:45 p.m.
1	Larry McGowen	Glen DeHart	Larry McGowen
2	Ed Marshall	Ray Manton	Ray Manton
3	Sue Cullinane	Jim Baugus	Sue Cullinane
4	Katie Dodwell	Marc Cox	Katie Dodwell
5	Debra McCutchen	David Bertolino	David Bertolino
6	Jerry Porter	Greg Alexander	Jerry Porter
7	Greg Stine	Jeff Levitt	Jeff Levitt
8	Joe Garritano	Larry Goodson	Larry Goodson



## WILDWOOD

September 6, 2016

The Planning and Zoning Commission  
City of Wildwood, Missouri  
16860 Main Street  
Wildwood, Missouri 63040

**Re:** A response to a communication dated August 16, 2016 from Michael J. Doster, the representative for the Villages at Bright Leaf Project, which requests the withdrawal of the request that is currently under consideration by the Planning and Zoning Commission on its agenda.

**Zoning:** R-3 10,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD)

**Location:** Northwest corner of State Route 100 and Taylor Road

**Ward:** Five

### Planning and Zoning Commission Members:

Subsequent to the last discussion on this particular matter, which occurred at the Planning and Zoning Commission meeting held on August 15, 2016, the Department of Planning received a letter from Michael J. Doster, the representative of the Villages at Bright Leaf Project that requested its current proposal for modifications to the governing ordinance be withdrawn and no further action be considered by the City in this regard. The letter is dated August 16, 2016. The aforementioned letter is attached to this report.

In this letter, the petitioner's representative notes that, after further consideration, the developers, Consort Homes and Fischer and Frichtel, have revised the design of the development's lots, where their sizes were in conflict with the conditions of the site-specific ordinance, and changed them to meet those current thresholds. This reworking of the site design eliminates two (2) lots and places more grading into the rear yard areas some of the proposed properties.

The request from the developers' representative would formally end the consideration of this matter. Therefore, based upon the attached letter, the Department of Planning is seeking an action from the members regarding the withdrawal of this matter from the Commission's active agenda. This action should be undertaken in the form of a motion, with a second, and vote.

If any of the Planning and Zoning Commission members should have any questions or comments regarding this letter or the petitioners representative's request, please feel free to contact the

Department of Planning at (636) 458-0440. A presentation on this request is planned at tonight's meeting. Thank you for your review and anticipated action on the same.

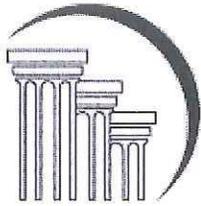
Respectfully submitted,  
CITY OF WILDWOOD



Joe Vujnich, Director  
Department of Planning

Cc: The Honorable City Council of the City of Wildwood, Missouri  
Ryan S. Thomas, P.E., City Administrator  
Rick Brown, P.E. and P.T.O.E., Director of Public Works  
John A. Young, City Attorney  
Travis Newberry, Planner – Zoning  
Michael J. Doster, Attorney for the Villages of Bright Leaf Project

**Note:** At its September 6, 2016 meeting, the Planning and Zoning Commission, by a vote of 8 to 0, removed this matter from its active agenda and will take no further action upon it hereafter.



**DOSTER ULLOM  
& BOYLE, LLC**  
ATTORNEYS AT LAW

St. Louis  
16090 Swingley Ridge Road  
Suite 620  
Chesterfield, MO 63017  
(636) 532-0042  
(636) 532.1082 Fax

Michael J. Doster  
mdoster@dubllc.com

August 16, 2016

Sent via E-mail & U.S. Mail

Mr. Joe Vujnich  
Director of Planning and Parks  
City of Wildwood  
16860 Main Street  
Wildwood, Missouri 63040

CITY OF WILDWOOD

AUG 17 2016

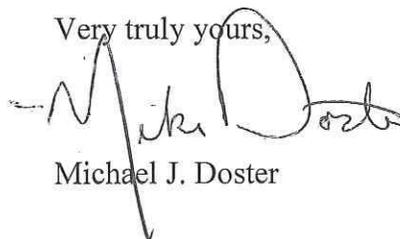
DEPT OF PLANNING & PARKS

**RE: P.Z. 12 and 13-15 The Villages at Bright Leaf – Communication from Mike Falkner, Sterling Engineers and Surveyors, dated March 25, 2016 (“Request for Amendment”)**

Dear Mr. Vujnich:

On behalf of the Petitioners, the Request for Amendment is hereby withdrawn. The Petitioners’ will submit a proposed Site Development Plan that complies with Ordinance No. 2145 as written. Consequently, there is no need for the amendments that are the subject of the Request for Amendment. Thank you, and please contact the undersigned if you have any questions about the withdrawal of the Request for Amendment.

Very truly yours,



Michael J. Doster

MJD/kml



# WILDWOOD

September 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 of the posted request regarding proposed consideration of existing regulations governing the permitting of group homes in the City's residential zoning district designations, which are contained in the City's Zoning Ordinance and prepared the following recommendation regarding it for City Council's consideration. This recommendation was completed in accordance with the requirements of Chapter 89 of Missouri Revised Statutes and those regulations of the City relating to public notice, publications, and amendments to the City's codes (Chapter 415.560 of the City of Wildwood Zoning Ordinance). This recommendation and associated action are as follows:

- PETITION NUMBER:** P.Z. 11-16
- 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 amendments to the City of Wildwood's Zoning Ordinance – Chapter 415 of the City of Wildwood Municipal Code – including, but not necessarily limited to, all of its "R" Residence Districts designations (Chapter 415 – Sections 110 through 160), Section 415.090 NU Non-Urban Residence District, and Chapter 415.030 Definitions; and providing authority for the location and operation of group homes for persons with disabilities that is consistent with current Missouri Revised Statutes and Federal Law.
- LOCATION:** All Single-Family Residentially Zoned Properties
- ZONING:** Multiple Residential Districts
- PUBLIC HEARING DATE:** June 6, 2016
- ACTION AND VOTE ON INFORMATION REPORT:** August 15, 2016 - Approval of the recommended changes by a vote of 9 to 0 (Voting Aye – Renner, Lee, Archeski, Gragnani, Bartoni, Kohn, Manton, Bowlin, and Bopp)
- ACTION AND VOTE ON LETTER OF RECOMMENDATION:** September 6, 2016 - Approval of the Letter of Recommendation by a vote of 8 to 0 (Voting Aye – Renner, Lee, Archeski, Gragnani, Bartoni, Kohn, Bowlin, and Bopp)
- REPORT:** Attachment A
- BACKGROUND INFORMATION:** Attachment B

- WARDS:** All
- RECOMMENDATION:** Approval of the changes to the City's Zoning Ordinance to comply with current federal and State of Missouri requirements in regards to group homes.
- SCHOOL DISTRICT:** Rockwood School District
- POLICE:** St. Louis County Police Department – Wildwood Precinct
- FIRE DISTRICTS:** Multiple – Eureka, Metro West, and Monarch Fire Protection Districts

Copies of the City of Wildwood's Master Plan, Charter, and Zoning Ordinance are all on file with 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  
Kathy Arnett, Assistant Director of Planning and Parks  
Travis Newberry, Planner

## **ATTACHMENT A - REPORT**

**INTRODUCTION >>>** The Missouri Legislature, by action relating to its revised statutes, addresses certain uses and how they must be treated not only on a statewide basis, but also at the County and municipal levels of government. One such use with this specific direction from the State is 'group homes.' The State of Missouri requires that group homes for persons with disabilities be classified the same as single family dwellings and/or single family residences. As such, to the extent a single family dwelling is a permitted use in a residential zoning district, a group home must similarly be a permitted use. Currently, the City's Zoning Ordinance allows this use, but only by Conditional Use Permit (CUP). Furthermore, Federal Law (the Fair Housing Act and the Fair Housing Amendments Act) prohibits the disparate treatment of persons with disabilities. The zoning regulations of municipalities, as applied to group homes, and the administration thereof, have been held to fall within the scope of this federal prohibition.

The State Statute prompting this proposed modification to the City's Zoning Ordinance is RSMO 89.020.2 reads as follows: *"For the purpose of any zoning law, ordinance or code, the classification single family dwelling or single family residence shall include any home in which eight or fewer unrelated mentally or physically handicapped persons reside, and may include two additional persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home. In the case of any such residential home for mentally or physically handicapped persons, the local zoning authority may require that the exterior appearance of the home and property be in reasonable conformance with the general neighborhood standards. Further, the local zoning authority may establish*

reasonable standards regarding the density of such individual homes in any specific single family dwelling neighborhood.”

**CURRENT REQUEST >>>** The Planning and Zoning Commission was presented a request by the City’s Department of Planning to consider changes to several sections within the Zoning Ordinance in this regard. These changes would include the definitions section and the list of permitted and conditional uses in all single-family residential districts (NU, R-1, R-1A, R-2, R-3, and R-4 Districts). Each of these districts may need to be amended to ensure the City’s Code is in compliance with the current State and Federal Law. The specific advertisement for this consideration is as follows:

*P.Z. 11-16 City of Wildwood Planning and Zoning Commission, c/o Department of Planning, 16860 Main Street, Wildwood, Missouri 63040 – A request to review and consider amendments to the City of Wildwood’s Zoning Ordinance – Chapter 415 of the City of Wildwood Municipal Code – for all of its “R” Residence Districts designations (Chapter 415 – Sections 110 through 160), including Chapter 415.090 NU Non-Urban Residence District, along with Chapter 415.030 Definitions, which would thereby consider the addition of new language for group homes for the developmentally disabled that is consistent with current Missouri Revised Statutes. (Wards – All)*

**DISCUSSION OF APPLICABLE CODE >>>** A number of provisions within the City’s Zoning Ordinance reference this type of use and do not currently meet the provisions of both the State and Federal Law. These code sections are listed below:

**Zoning Ordinance - Section 415.030 Definitions**

**DWELLING, SINGLE-FAMILY**

A building designed for or occupied exclusively by one (1) family, excluding earth sheltered dwellings. The presence of an accessory dwelling on the same lot shall not change the classification of the principal dwelling as a single-family dwelling.

**FAMILY**

An individual or two (2) or more persons, excluding servants, who are related by blood, marriage or adoption or a group of not more than three (3) persons who need not be related by blood, marriage or adoption occupying a single dwelling unit or in combination with an accessory dwelling, living together and subsisting in common as a single non-profit housekeeping unit. This definition shall not exclude groups of three (3) or more persons who are required by State or Federal law to be treated as a family for residential zoning purposes. This definition expressly excludes any other group of two (2) or more persons where meals or lodging are made available in exchange for payment or other consideration.

**Zoning Ordinance - Section 415.090 NU Non-Urban Residence District Regulations**

**B. Permitted Land Uses And Developments.** The following land uses and developments are permitted in this district:

- 4. Dwelling, single-family.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "NU" Non-Urban Residence District shall be as set out below:

a.

USE	MINIMUM AREA (acres)
Group homes for the developmentally disabled	3 acres

b. Any lot or tract of record on the effective date of this Chapter, which contains less than three (3) acres, may be used as a site for one (1) single-family dwelling together with customary accessory structures and uses.

### Zoning Ordinance - Section 415.110 R-1 Residence District Regulations

**C. Conditional Land Use And Development Permits Issued By The Commission.** The following land uses and developments may be permitted under conditions and requirements specified in Section 415.500 "Conditional Use Permits":

10. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "R-1" Residence District as well as the maximum density of nursing home self-care units shall be as set out below:

a.

USE	MINIMUM AREA
Group homes for the developmentally disabled	1 acre

b. Any lot or tract of record on the effective date of this Chapter, which contains less than one (1) acre, may be used as a site for one (1) single-family dwelling together with accessory structures and uses.

### Zoning Ordinance - Section 415.120 R-1A Residence District Regulations

**C. Conditional Land Use And Development Permits Issued By The Commission.** The following land uses and developments may be permitted under conditions and requirements specified in Section 415.500 "Conditional Use Permits":

5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "R-1A" Residence District as well as the maximum density of nursing home self-care units shall be as set out below:

a.

USE	MINIMUM AREA
Group homes for the developmentally disabled	22,000 square feet

b. Any lot or tract of record on the effective date of this Chapter, which contains less than twenty-two thousand (22,000) square feet, may be used as a site for one (1) single-family dwelling together with accessory structures and uses.

**Zoning Ordinance - Section 415.130 R-2 Residence District Regulations**

**C. Conditional Land Use And Development Permits Issued By The Commission.** The following land uses and developments may be permitted under conditions and requirements specified in Section 415.500 "Conditional Use Permits":

5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "R-2" Residence District as well as the maximum density of nursing home self-care units shall be as set out below:

a.

USE	MINIMUM AREA
Group homes for the developmentally disabled	15,000 square feet

b. Any lot or tract of record on the effective date of this Chapter, which contains less than fifteen thousand (15,000) square feet, may be used as a site for one (1) single-family dwelling together with accessory structures and uses.

**Zoning Ordinance - Section 415.140 R-3 Residence District Regulations**

**C. Conditional Land Use And Development Permits Issued By The Commission.** The following land uses and developments may be permitted under conditions and requirements specified in Section 415.500 "Conditional Use Permits":

5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "R-3" Residence District as well as the maximum density of nursing home self-care units shall be as set out below:

a.

USE	MINIMUM AREA
Group homes for the developmentally disabled	10,000 square feet

b. Any lot or tract of record on the effective date of this Chapter, which contains less than ten thousand (10,000) square feet, may be used as a site for one (1) single-family dwelling together with accessory structures and uses.

**Zoning Ordinance - Section 415.150 R-4 Residence District Regulations**

**C. Conditional Land Use And Development Permits Issued By The Commission.** The following land uses and developments may be permitted under conditions and requirements specified in Section 415.500 "Conditional Use Permits":

5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required.

**G. Lot Area And Yard Requirements.** The minimum lot area and yard requirements for land uses and developments in the "R-4" Residence District as well as the maximum density of nursing home self-care units shall be as set out below:

a.

USE	MINIMUM AREA
Group homes for the developmentally disabled	7,500 square feet

b. Any lot or tract of record on the effective date of this Chapter, which contains less than seven thousand five hundred (7,500) square feet, may be used as a site for one (1) single-family dwelling together with accessory structures and uses.

**Zoning Ordinance - Section 415.390 Area Regulations For Group Homes For The Developmentally Disabled**  
 [Ord. No. 1324 App. A §1003.167A, 8-14-2006]

A. Group homes for the developmentally disabled shall, in all zoning districts in which established, comply with the following space requirements:

1. Each bedroom occupied by one (1) person shall contain at least eighty (80) square feet of floor space.
2. Each bedroom occupied by more than one (1) person shall provide at least sixty (60) square feet of floor space per person and no more than four (4) persons shall occupy each bedroom.
3. Each home shall provide eighty (80) square feet of interior floor space, excluding bedrooms, kitchens, bathrooms, closets and basements, for each occupant, including staff.

**Zoning Ordinance -Section 415.340 Off-Street Parking and Loading Requirements – Residential.**  
 [Ord. No. 1324 App. A §1003.165F, 8-14-2006]

Residential uses shall provide off-street parking and loading facilities as follows:

Use	Minimum Parking Requirement	Minimum Loading Requirement (Section 415.360)
Group Homes for the Developmentally Disabled	2 spaces for each such use	None

**ANALYSIS >>>** The Commission’s concerns with regards to the current Zoning Ordinance language of the City relative to Group Homes are as follows:

- The lack of inclusion within the definition of a family;
- The absence of group homes for the developmentally disabled within the NU Non-Urban Residence District; and
- The minimum lot requirements in all single-family zoning districts.

In expressing these concerns, the Commission would note that, for a period of time, many communities had concerns about the integration of Group Homes into traditional residential subdivisions and communities.

These concerns, whether founded or not, focused on multiple adults or children with house parents, occupying a single family dwelling meant for one (1) family, under the communities' definition of such. Additionally, concerns about parking of vehicles and visitors led to standards being set to assure that Group Homes were integrated into the neighborhood of choice, versus the Group Home creating a problem for surrounding property owners. To achieve this assurance, many communities created a process to review Group Home locations, set minimum standards for the development, including parking and minimum lot area, and established parameters for the interior design. In the end, many of these well-intended requirements were viewed by the court system as discriminatory, which led to the federal and State governments supplanting the local governments right with omnibus legislation in this regard.

With the action of the federal government and the State of Missouri, the City's requirements for Group Homes could be considered contrary to the intended direction of these two (2) higher forms of government. In any case, the City must be consistent with the federal and State laws in this regard to avoid prosecution, but, more importantly, to provide a place where any person, regardless of ability can feel welcome and live. The desire of the City to protect other properties from undue or unanticipated impacts is not eliminated, but now covered by Building and Fire Codes to protect the inhabitants of the facility. Additionally, any material changes to the property and its improvements, including wastewater treatment, would require a zoning authorization from the City, just as any single family dwelling.

Therefore, it is the opinion of the Planning and Zoning Commission that 'Group Home' activities should be permitted on all lots, where the Zoning Ordinance identifies single family dwellings as permitted uses by right, including within the NU Non-Urban Residence District. Additionally, provisions relating to minimum parking requirements, beyond any for the typical single family dwelling, and the provision of a greater minimum lot area should be removed from the residential districts of the City of Wildwood. By accommodating such, the City would then be consistent with both State and federal requirements in this regard. This accommodation is appropriate and will provide the City protection from any future fair housing claim.

**SUMMARY AND CONCLUSION >>>** The Planning and Zoning Commission is recommending changes to the current languages of the different residential districts of the City of Wildwood's Zoning Ordinance, including the NU Non-Urban Residence District, along with two (2) other chapters of the code, to ensure compliance to all current federal and State laws relating to group homes. These changes are consistent with these laws in this regard and will protect the rights of certain populations to fair housing opportunities in the City of Wildwood. Accordingly, the Planning and Zoning Commission is recommending the following wording and changes be incorporated into Chapters 415.090 NU Non-Urban Residence District and Chapters 415.110 through 415.150, inclusive of the R-1 One Acre Residence District, the R-1A 22,000 square foot Residence District, the R-2 15,000 square foot Residence District, the R-3 10,000 square foot Residence District, and the R-4 7,500 square foot Residence District, along with Chapters 415.340 and Chapter 415.390 relating to Off-Street Parking and Loading Requirements and Area Regulations for Group Homes, which would read as follows:

#### **Zoning Ordinance - Section 415.030 Definitions**

##### **DWELLING, SINGLE-FAMILY**

A building designed for or occupied exclusively by one (1) family, excluding earth sheltered dwellings, **provided however, notwithstanding any other provision of this Code to the Contrary, for purposes of this Chapter a group home shall be included within the definition of a single-family dwelling.** The presence of an accessory dwelling on the same lot shall not change the classification of the principal dwelling as a single-family dwelling.

**GROUP HOME**

Any home in which eight (8) or fewer persons with disabilities reside, and may include two (2) additional persons acting as houseparents or guardians who need not be related to each other or to any of the persons with disabilities residing in the home.

**PERSON WITH A DISABILITY or DISABLED PERSON**

Any person who is “handicapped” within the meaning of 42 U.S.C. § 3602(h) or a “qualified individual with a disability” within the meaning of 42 U.S.C. § 12131(2), as may be amended from time to time.

**Zoning Ordinance - Section 415.090 NU Non-Urban Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA (acres)</b>
Administrative offices and educational facilities— religious	4 acres
Bed and breakfast establishments	3 acres
Child care center	3 acres
Church	3 acres
Dwelling, single-family	3 acres
<del>Group homes for the developmentally disabled</del>	<del>3 acres</del>
Home occupations not permitted by right within the district	3 acres
Local public utility facilities	1 acre
Mechanical sewage treatment facility	3 acres
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district).
Residential substance abuse	3 acres (except 5 acres for a facility of more treatment facilities than 8 resident patients).
Schools	
Nursery or day nursery	3 acres
Kindergarten (separate)	3 acres
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

~~10. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required. (Reserved).~~

**Zoning Ordinance - Section 415.110 R-1 Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA</b>
Administrative office and educational facilities—religious	3 acres
Child care center	1 acre
Church	3 acres
Dwelling, single-family	1 acre
<del>Group homes for the developmentally disabled</del>	<del>1 acre</del>
Kennel	3 acres
Library	3 acres
Local public utility facilities	1 acre
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Schools	
Nursery or day nursery	1 acre
Kindergarten (separate)	3 acres
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

~~5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit is required. (Reserved)~~

**Zoning Ordinance - Section 415.120 R-1A Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA</b>
Child care center	30,000 square feet
Church	3 acres
Dwelling, single-family	22,000 square feet
<del>Group homes for the developmentally disabled</del>	<del>22,000 square feet</del>
Library	1 acre
Local public utility facilities	10,000 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway)

<b>USE</b>	<b>MINIMUM AREA</b>
	and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Schools	
Nursery or day nursery	22,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

~~5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required. (Reserved).~~

**Zoning Ordinance - Section 415.130 R-2 Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA</b>
Child care center	30,000 square feet
Church	3 acres
Dwelling, single-family	15,000 square feet
Group living facilities for religious purposes	15,000 square feet
Library	1 acre
<del>Group homes for the developmentally disabled</del>	<del>15,000 square feet</del>
Local public utility facilities	10,000 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Schools	
Nursery or day nursery	15,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

~~5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required. (Reserved).~~

**Zoning Ordinance - Section 415.140 R-3 Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA</b>
Child care center	30,000 square feet
Church	1 acre
Dwelling, single-family	10,000 square feet
Fire station	½ acre
Group living facilities for religious purposes	10,000 square feet
Library	1 acre
<del>Group homes for the developmentally disabled</del>	<del>10,000 square feet</del>
Local public utility facilities	10,000 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Police station	10,000 square feet
Schools	
Nursery or day nursery	15,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

~~5. Group homes for the developmentally disabled to be occupied by no more than nine (9) individuals (excluding supervisory personnel) not related by blood or marriage to the operator or operators of the facility, provided where such use is required by Federal or State law as a permitted use, no conditional use permit shall be required. (Reserved).~~

**Zoning Ordinance - Section 415.150 R-4 Residence District Regulations**

a. The following permitted and conditional land uses shall be situated on tracts of land providing not less than the following areas:

<b>USE</b>	<b>MINIMUM AREA</b>
Child care center	30,000 square feet
Church	½ acre
Dwelling, single-family	7,500 square feet
Fire station	½ acre
Group living facilities for religious purposes	7,500 square feet
Library	1 acre

USE	MINIMUM AREA
<b>Group homes for the developmentally disabled</b>	<b>7,500 square feet</b>
Local public utility facilities	7,500 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Parking lot	7,500 square feet
Police station	10,000 square feet
Schools	
Nursery or day nursery	15,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres

**Zoning Ordinance -Section 415.340 Off-Street Parking and Loading Requirements – Residential.**  
[Ord. No. 1324 App. A §1003.165F, 8-14-2006]

Residential uses shall provide off-street parking and loading facilities as follows:

Use	Minimum Parking Requirement	Minimum Loading Requirement (Section <del>415.360</del> )
<b>Group Homes for the Developmentally Disabled</b>	<b>2 spaces for each such use</b>	<b>None</b>

**Editor’s Note:** Changes/additions to current regulations are shown by bolded type, with deletions indicated by a bolded, single strike-through line.

**ATTACHMENT B**  
**Background Information**

Public Notice posted in accordance with  
610 RSMO 1994, as amended,  
by Laura Rehtin  
Deputy City Clerk

NOTICE OF PUBLIC HEARINGS  
before the  
CITY OF WILDWOOD  
PLANNING AND ZONING COMMISSION  
June 6, 2016 - 7:00 p.m. (Monday)

The Planning and Zoning Commission of the City of Wildwood will conduct public hearings on **Monday, June 6, 2016, at 7:00 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. These hearings are open to all interested parties to comment upon these requests, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding these requests, no action is required on your part. Written comments are requested to be submitted prior to the hearings 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](http://www.cityofwildwood.com/comment). The following requests will be considered at this time:

**P.Z. 1-16 Old Towne Parc, Mike Whalen, Whalen Custom Homes, Inc., 338 South Kirkwood Road, Suite 103, Kirkwood, Missouri 63122** – A request for a change in zoning from the NU Non-Urban Residence District to the R-3 10,000 square foot Residence District on a 1.4 acre tract of land consisting of four (4) lots of record, all being located on the east side of Center Avenue, south of Manchester Road (Locator Numbers: 24V510232, 24V510221, 24V510166, and 24V510089/Street Addresses: 17020, 17026, and 17030 Manchester Road and 2612 Center Avenue). **Proposed Use: A total of four (4) single family dwellings on individual lots. (Ward Eight)**

**P.Z. 11-16 City of Wildwood Planning and Zoning Commission, c/o Department of Planning, 16860 Main Street, Wildwood, Missouri 63040** – A request to review and consider amendments to the City of Wildwood's Zoning Ordinance – Chapter 415 of the City of Wildwood Municipal Code – for all of its "R" Residence Districts designations (Chapter 415 – Sections 110 through 160), including Chapter 415.090 NU Non-Urban Residence District, along with Chapter 415.030 Definitions, which would thereby consider the addition of new language for group homes for the developmentally disabled that is consistent with current Missouri Revised Statutes. **(Wards – All)**

By Order of the Planning and Zoning Commission  
On May 19, 2016  
by Laura Rehtin  
Deputy 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.*

# Missouri Revised Statutes

## Chapter 89 Zoning and Planning

←89.010

### Section 89.020.1

89.030→

August 28, 2015

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**Powers of municipal legislative body--group homes, classification, standards, restrictions--enforcement of zoning beyond lake shorelines, when, how--foster homes, classifications of--certain municipalities may adopt county zoning regulations.**

89.020. 1. For the purpose of promoting health, safety, morals or the general welfare of the community, the legislative body of all cities, towns, and villages is hereby empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts, and other open spaces, the density of population, the preservation of features of historical significance, and the location and use of buildings, structures and land for trade, industry, residence or other purposes.

2. For the purpose of any zoning law, ordinance or code, the classification single family dwelling or single family residence shall include any home in which eight or fewer unrelated mentally or physically handicapped persons reside, and may include two additional persons acting as houseparents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons residing in the home. In the case of any such residential home for mentally or physically handicapped persons, the local zoning authority may require that the exterior appearance of the home and property be in reasonable conformance with the general neighborhood standards. Further, the local zoning authority may establish reasonable standards regarding the density of such individual homes in any specific single family dwelling neighborhood.

3. No person or entity shall contract or enter into a contract which would restrict group homes or their location as described in this section from and after September 28, 1985.

4. Any county, city, town or village which has a population of at least five hundred and whose boundaries are partially contiguous with a portion of a lake with a shoreline of at least one hundred fifty miles shall have the authority to enforce its zoning laws, ordinances or codes for one hundred yards beyond the shoreline which is adjacent to its boundaries. In the event that a lake is not large enough to allow any county, city, town or village to enforce its zoning laws, ordinances or codes for one hundred yards beyond the shoreline without encroaching on the enforcement powers granted another county, city, town or village under this subsection, the counties, cities, towns and villages whose boundaries are partially contiguous to such lake shall enforce their zoning laws, ordinances or orders under this subsection pursuant to an agreement entered into by such counties, cities, towns and villages.

5. Should a single family dwelling or single family residence as defined in subsection 2 of this section cease to operate for the purpose as set forth in subsection 2 of this section, any other use of such home, other than allowed by local zoning restrictions, must be approved by the local zoning authority.

6. For purposes of any zoning law, ordinance or code the classification of single family dwelling or single family residence shall include any private residence licensed by the children's division or department of mental health to provide foster care to one or more but less than seven children who are unrelated to either foster parent by blood, marriage or adoption. Nothing in this subsection shall be construed to relieve the children's division, the department of mental health or any other person, firm or corporation occupying or utilizing any single family dwelling or single family residence for the purposes specified in this subsection from compliance with any ordinance or regulation relating to occupancy permits except as to number and relationship of occupants or from compliance with any building or safety code applicable to actual use of such single family dwelling or single family residence.

7. Any city, town, or village that is granted zoning powers under this section and is located within a county that has adopted zoning regulations under chapter 64 may enact an ordinance to adopt by reference the zoning regulations of such county in lieu of adopting its own zoning regulations.

(RSMo 1939 § 7412, A.L. 1957 p. 274, A.L. 1959 H.B. 493, A.L. 1985 H.B. 552, A.L. 1989 S.B. 11, A.L. 2006 S.B. 809, A.L. 2014 H.B. 1299 Revision)

2006 1991

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Missouri General Assembly

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## JOINT STATEMENT OF THE DEPARTMENT OF JUSTICE AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

### GROUP HOMES, LOCAL LAND USE, AND THE FAIR HOUSING ACT

Since the federal Fair Housing Act ("the Act") was amended by Congress in 1988 to add protections for persons with disabilities and families with children, there has been a great deal of litigation concerning the Act's effect on the ability of local governments to exercise control over group living arrangements, particularly for persons with disabilities. The Department of Justice has taken an active part in much of this litigation, often following referral of a matter by the Department of Housing and Urban Development ("HUD"). This joint statement provides an overview of the Fair Housing Act's requirements in this area. Specific topics are addressed in more depth in the attached Questions and Answers.

The Fair Housing Act prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and disability.<sup>(1)</sup> The Act does not pre-empt local zoning laws. However, the Act applies to municipalities and other local government entities and prohibits them from making zoning or land use decisions or implementing land use policies that exclude or otherwise discriminate against protected persons, including individuals with disabilities.

The Fair Housing Act makes it unlawful --

- To utilize land use policies or actions that treat groups of persons with disabilities less favorably than groups of non-disabled persons. An example would be an ordinance prohibiting housing for persons with disabilities or a specific type of disability, such as mental illness, from locating in a particular area, while allowing other groups of unrelated individuals to live together in that area.
- To take action against, or deny a permit, for a home because of the disability of individuals who live or would live there. An example would be denying a building permit for a home because it was intended to provide housing for persons with mental retardation.
- To refuse to make reasonable accommodations in land use and zoning policies and procedures where such accommodations may be necessary to afford persons or groups of persons with disabilities an equal opportunity to use and enjoy housing.
- What constitutes a reasonable accommodation is a case-by-case determination.
- Not all requested modifications of rules or policies are reasonable. If a requested modification imposes an undue financial or administrative burden on a local government, or if a modification creates a fundamental alteration in a local government's land use and zoning scheme, it is not a "reasonable" accommodation.

The disability discrimination provisions of the Fair Housing Act do not extend to persons who claim to be disabled solely on the basis of having been adjudicated a juvenile delinquent, having a criminal record, or being a sex offender. Furthermore, the Fair Housing Act does not protect persons who currently use illegal drugs, persons who have been convicted of the manufacture or sale of illegal drugs, or persons with or without disabilities who present a direct threat to the persons or property of others.

HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable dispute resolution procedures, like mediation, as alternatives to litigation.

DATE: AUGUST 18, 1999

## Questions and Answers

### on the Fair Housing Act and Zoning

#### **Q. Does the Fair Housing Act pre-empt local zoning laws?**

No. "Pre-emption" is a legal term meaning that one level of government has taken over a field and left no room for government at any other level to pass laws or exercise authority in that area. The Fair Housing Act is not a land use or zoning statute; it does not pre-empt local land use and zoning laws. This is an area where state law typically gives local governments primary power. However, if that power is exercised in a specific instance in a way that is inconsistent with a federal law such as the Fair Housing Act, the federal law will control. Long before the 1988 amendments, the courts had held that the Fair Housing Act prohibited local governments from exercising their land use and zoning powers in a discriminatory way.

#### **Q. What is a group home within the meaning of the Fair Housing Act?**

The term "group home" does not have a specific legal meaning. In this statement, the term "group home" refers to housing occupied by groups of unrelated individuals with disabilities.<sup>(2)</sup> Sometimes, but not always, housing is provided by organizations that also offer various services for individuals with disabilities living in the group homes. Sometimes it is this group home operator, rather than the individuals who live in the home, that interacts with local government in seeking permits and making requests for reasonable accommodations on behalf of those individuals.

The term "group home" is also sometimes applied to any group of unrelated persons who live together in a dwelling -- such as a group of students who voluntarily agree to share the rent on a house. The Act does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against the residents on the basis of race, color, national origin, religion, sex, handicap (disability) or familial status (families with minor children).

#### **Q. Who are persons with disabilities within the meaning of the Fair Housing Act?**

The Fair Housing Act prohibits discrimination on the basis of handicap. "Handicap" has the same legal meaning as the term "disability" which is used in other federal civil rights laws. Persons with disabilities (handicaps) are individuals with mental or physical impairments which substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. The term major life activity may include seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, or working. The Fair Housing Act also protects persons who have a record of such an impairment, or are regarded as having such an impairment.

Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders, are not considered disabled under the Fair Housing Act, by virtue of that status.

The Fair Housing Act affords no protections to individuals with or without disabilities who present a direct threat to the persons or property of others. Determining whether someone poses such a direct threat must be made on an individualized basis, however, and cannot be based on general assumptions or speculation about the nature of a disability.

#### **Q. What kinds of local zoning and land use laws relating to group homes violate the Fair Housing Act?**

Local zoning and land use laws that treat groups of unrelated persons with disabilities less favorably than similar groups of unrelated persons without disabilities violate the Fair Housing Act. For example, suppose a

city's zoning ordinance defines a "family" to include up to six unrelated persons living together as a household unit, and gives such a group of unrelated persons the right to live in any zoning district without special permission. If that ordinance also disallows a group home for six or fewer people with disabilities in a certain district or requires this home to seek a use permit, such requirements would conflict with the Fair Housing Act. The ordinance treats persons with disabilities worse than persons without disabilities.

A local government may generally restrict the ability of groups of unrelated persons to live together as long as the restrictions are imposed on all such groups. Thus, in the case where a family is defined to include up to six unrelated people, an ordinance would not, on its face, violate the Act if a group home for seven people with disabilities was not allowed to locate in a single family zoned neighborhood, because a group of seven unrelated people without disabilities would also be disallowed. However, as discussed below, because persons with disabilities are also entitled to request reasonable accommodations in rules and policies, the group home for seven persons with disabilities would have to be given the opportunity to seek an exception or waiver. If the criteria for reasonable accommodation are met, the permit would have to be given in that instance, but the ordinance would not be invalid in all circumstances.

### **Q. What is a reasonable accommodation under the Fair Housing Act?**

As a general rule, the Fair Housing Act makes it unlawful to refuse to make "reasonable accommodations" (modifications or exceptions) to rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use or enjoy a dwelling.

Even though a zoning ordinance imposes on group homes the same restrictions it imposes on other groups of unrelated people, a local government may be required, in individual cases and when requested to do so, to grant a reasonable accommodation to a group home for persons with disabilities. For example, it may be a reasonable accommodation to waive a setback requirement so that a paved path of travel can be provided to residents who have mobility impairments. A similar waiver might not be required for a different type of group home where residents do not have difficulty negotiating steps and do not need a setback in order to have an equal opportunity to use and enjoy a dwelling.

Not all requested modifications of rules or policies are reasonable. Whether a particular accommodation is reasonable depends on the facts, and must be decided on a case-by-case basis. The determination of what is reasonable depends on the answers to two questions: First, does the request impose an undue burden or expense on the local government? Second, does the proposed use create a fundamental alteration in the zoning scheme? If the answer to either question is "yes," the requested accommodation is unreasonable.

What is "reasonable" in one circumstance may not be "reasonable" in another. For example, suppose a local government does not allow groups of four or more unrelated people to live together in a single-family neighborhood. A group home for four adults with mental retardation would very likely be able to show that it will have no more impact on parking, traffic, noise, utility use, and other typical concerns of zoning than an "ordinary family." In this circumstance, there would be no undue burden or expense for the local government nor would the single-family character of the neighborhood be fundamentally altered. Granting an exception or waiver to the group home in this circumstance does not invalidate the ordinance. The local government would still be able to keep groups of unrelated persons without disabilities from living in single-family neighborhoods.

By contrast, a fifty-bed nursing home would not ordinarily be considered an appropriate use in a single-family neighborhood, for obvious reasons having nothing to do with the disabilities of its residents. Such a facility might or might not impose significant burdens and expense on the community, but it would likely create a fundamental change in the single-family character of the neighborhood. On the other hand, a nursing home might not create a "fundamental change" in a neighborhood zoned for multi-family housing. The scope and magnitude of the modification requested, and the features of the surrounding neighborhood are among the factors that will be taken into account in determining whether a requested accommodation is reasonable.

**Q. What is the procedure for requesting a reasonable accommodation?**

Where a local zoning scheme specifies procedures for seeking a departure from the general rule, courts have decided, and the Department of Justice and HUD agree, that these procedures must ordinarily be followed. If no procedure is specified, persons with disabilities may, nevertheless, request a reasonable accommodation in some other way, and a local government is obligated to grant it if it meets the criteria discussed above. A local government's failure to respond to a request for reasonable accommodation or an inordinate delay in responding could also violate the Act.

Whether a procedure for requesting accommodations is provided or not, if local government officials have previously made statements or otherwise indicated that an application would not receive fair consideration, or if the procedure itself is discriminatory, then individuals with disabilities living in a group home (and/or its operator) might be able to go directly into court to request an order for an accommodation.

Local governments are encouraged to provide mechanisms for requesting reasonable accommodations that operate promptly and efficiently, without imposing significant costs or delays. The local government should also make efforts to insure that the availability of such mechanisms is well known within the community.

**Q. When, if ever, can a local government limit the number of group homes that can locate in a certain area?**

A concern expressed by some local government officials and neighborhood residents is that certain jurisdictions, governments, or particular neighborhoods within a jurisdiction, may come to have more than their "fair share" of group homes. There are legal ways to address this concern. The Fair Housing Act does not prohibit most governmental programs designed to encourage people of a particular race to move to neighborhoods occupied predominantly by people of another race. A local government that believes a particular area within its boundaries has its "fair share" of group homes, could offer incentives to providers to locate future homes in other neighborhoods.

However, some state and local governments have tried to address this concern by enacting laws requiring that group homes be at a certain minimum distance from one another. The Department of Justice and HUD take the position, and most courts that have addressed the issue agree, that density restrictions are generally inconsistent with the Fair Housing Act. We also believe, however, that if a neighborhood came to be composed largely of group homes, that could adversely affect individuals with disabilities and would be inconsistent with the objective of integrating persons with disabilities into the community. Especially in the licensing and regulatory process, it is appropriate to be concerned about the setting for a group home. A consideration of over-concentration could be considered in this context. This objective does not, however, justify requiring separations which have the effect of foreclosing group homes from locating in entire neighborhoods.

**Q. What kinds of health and safety regulations can be imposed upon group homes?**

The great majority of group homes for persons with disabilities are subject to state regulations intended to protect the health and safety of their residents. The Department of Justice and HUD believe, as do responsible group home operators, that such licensing schemes are necessary and legitimate. Neighbors who have concerns that a particular group home is being operated inappropriately should be able to bring their concerns to the attention of the responsible licensing agency. We encourage the states

to commit the resources needed to make these systems responsive to resident and community needs and concerns.

Regulation and licensing requirements for group homes are themselves subject to scrutiny under the Fair Housing Act. Such requirements based on health and safety concerns can be discriminatory themselves or

may be cited sometimes to disguise discriminatory motives behind attempts to exclude group homes from a community. Regulators must also recognize that not all individuals with disabilities living in group home settings desire or need the same level of services or protection. For example, it may be appropriate to require heightened fire safety measures in a group home for people who are unable to move about without assistance. But for another group of persons with disabilities who do not desire or need such assistance, it would not be appropriate to require fire safety measures beyond those normally imposed on the size and type of residential building involved.

**Q. Can a local government consider the feelings of neighbors in making a decision about granting a permit to a group home to locate in a residential neighborhood?**

In the same way a local government would break the law if it rejected low-income housing in a community because of neighbors' fears that such housing would be occupied by racial minorities, a local government can violate the Fair Housing Act if it blocks a group home or denies a requested reasonable accommodation in response to neighbors' stereotypical fears or prejudices about persons with disabilities. This is so even if the individual government decision-makers are not themselves personally prejudiced against persons with disabilities. If the evidence shows that the decision-makers were responding to the wishes of their constituents, and that the constituents were motivated in substantial part by discriminatory concerns, that could be enough to prove a violation.

Of course, a city council or zoning board is not bound by everything that is said by every person who speaks out at a public hearing. It is the record as a whole that will be determinative. If the record shows that there were valid reasons for denying an application that were not related to the disability of the prospective residents, the courts will give little weight to isolated discriminatory statements. If, however, the purportedly legitimate reasons advanced to support the action are not objectively valid, the courts are likely to treat them as pretextual, and to find that there has been discrimination.

For example, neighbors and local government officials may be legitimately concerned that a group home for adults in certain circumstances may create more demand for on-street parking than would a typical family. It is not a violation of the Fair Housing Act for neighbors or officials to raise this concern and to ask the provider to respond. A valid unaddressed concern about inadequate parking facilities could justify denying the application, if another type of facility would ordinarily be denied a permit for such parking problems. However, if a group of individuals with disabilities or a group home operator shows by credible and unrebutted evidence that the home will not create a need for more parking spaces, or submits a plan to provide whatever off-street parking may be needed, then parking concerns would not support a decision to deny the home a permit.

**Q. What is the status of group living arrangements for children under the Fair Housing Act?**

In the course of litigation addressing group homes for persons with disabilities, the issue has arisen whether the Fair Housing Act also provides protections for group living arrangements for children. Such living arrangements are covered by the Fair Housing Act's provisions prohibiting discrimination against families with children. For example, a local government may not enforce a zoning ordinance which treats group living arrangements for children less favorably than it treats a similar group living arrangement for unrelated adults. Thus, an ordinance that defined a group of up to six unrelated adult persons as a family, but specifically disallowed a group living arrangement for six or fewer children, would, on its face, discriminate on the basis of familial status. Likewise, a local government might violate the Act if it denied a permit to such a home because neighbors did not want to have a group facility for children next to them.

The law generally recognizes that children require adult supervision. Imposing a reasonable requirement for adequate supervision in group living facilities for children would not violate the familial status provisions of the Fair Housing Act.

**Q. How are zoning and land use matters handled by HUD and the Department of Justice?**

The Fair Housing Act gives the Department of Housing and Urban Development the power to receive and investigate complaints of discrimination, including complaints that a local government has discriminated in exercising its land use and zoning powers. HUD is also obligated by statute to attempt to conciliate the complaints that it receives, even before it completes an investigation.

In matters involving zoning and land use, HUD does not issue a charge of discrimination. Instead, HUD refers matters it believes may be meritorious to the Department of Justice which, in its discretion, may decide to bring suit against the respondent in such a case. The Department of Justice may also bring suit in a case that has not been the subject of a HUD complaint by exercising its power to initiate litigation alleging a "pattern or practice" of discrimination or a denial of rights to a group of persons which raises an issue of general public importance.

The Department of Justice's principal objective in a suit of this kind is to remove significant barriers to the housing opportunities available for persons with disabilities. The Department ordinarily will not participate in litigation to challenge discriminatory ordinances which are not being enforced, unless there is evidence that the mere existence of the provisions are preventing or discouraging the development of needed housing.

If HUD determines that there is no reasonable basis to believe that there may be a violation, it will close an investigation without referring the matter to the Department of Justice. Although the Department of Justice would still have independent "pattern or practice" authority to take enforcement action in the matter that was the subject of the closed HUD investigation, that would be an unlikely event. A HUD or Department of Justice decision not to proceed with a zoning or land use matter does not foreclose private plaintiffs from pursuing a claim.

Litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to group home disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, like mediation. HUD attempts to conciliate all Fair Housing Act complaints that it receives. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

1. The Fair Housing Act uses the term "handicap." This document uses the term "disability" which has exactly the same legal meaning.
2. There are groups of unrelated persons with disabilities who choose to live together who do not consider their living arrangements "group homes," and it is inappropriate to consider them "group homes" as that concept is discussed in this statement.

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*Updated August 6, 2015*

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A COOPERATION AGREEMENT FOR INTERNET ACCESS SITES WITH ST. LOUIS COUNTY, MISSOURI, FOR THE USE OF EMERGENCY COMMUNICATIONS TOWERS FOR THE PURPOSES OF PROVIDING HIGH-SPEED INTERNET ACCESS SERVICES TO THE RESIDENTS OF THE CITY. (Ward - All)**

**WHEREAS**, Missouri Revised Statutes Sections 70.220 through 70.325, as amended from time to time, authorize political subdivisions to contract and cooperate with any other political subdivision for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, St. Louis County, Missouri (the “County”) is the lessee of certain real property within the City upon which has been constructed emergency communications towers (the “Towers”); and

**WHEREAS**, the City, by and through its officers, employees and agents, desires to have access to and use of the Towers for purposes of installing and maintaining antennas, equipment and other facilities for purposes of providing residents of the City access to internet services; and

**WHEREAS**, the City Council finds and determines that it is to the benefit of the health, safety and general welfare of the residents of the City to provide means by which residents of the City may have access to high-speed internet access services; and

**WHEREAS**, the City Council desires that the City enter into the Cooperation Agreement for Internet Access Sites with the County for purposes of ensuring the availability of high-speed internet access services to the residents of the City.

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

**Section One.** That the form, terms, and provisions of the Cooperation Agreement for Internet Access Sites, 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

**COOPERATION AGREEMENT FOR INTERNET ACCESS SITES**

This Cooperation Agreement for Internet Access Sites (“**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between ST. LOUIS COUNTY, MISSOURI (“**County**”), acting for the St. Louis County Emergency Communications Commission (“**ECC**”); and THE CITY OF WILDWOOD, MISSOURI (“**City**”).

**RECITALS**

1. City has entered into contracts with Bays-ET High Speed, LLC and Wisper ISP, Inc. (collectively, the “**Internet Service Providers**”), whereby the Internet Service Providers are permitted to use certain property of the City for purposes of providing continuous internet services for residents in the City of Wildwood.

2. County has entered into a Ground Lease dated March 21, 2014, with Community College of St. Louis, St. Louis County, Missouri, pertaining to a parcel of land located at 2798 Christy Avenue, Wildwood, MO (the “**Community College Prime Lease**”) and a Ground Lease dated October 31, 2013, with the Missouri Department of Natural Resources, pertaining to a parcel of land at Dr. Edmund A. Babler Memorial State Park (the “**Babler Prime Lease**”) (the Community College Prime Lease and the Babler Prime Lease being hereinafter collectively referred to as, the “**Prime Lease**”), whereby County has been granted the right to use certain real property (collectively “the **Property**”), as more particularly described in such Prime Lease, to construct, operate, modify as necessary and maintain thereon communications antenna towers (collectively, the “**Tower**”), an access road, one or more equipment buildings, and a security fence, and related lines, anchors, connections, devices and equipment (collectively, the “**ECC Improvements**”).

3. In order to facilitate the provision of continuous internet services for residents in the City of Wildwood, County is willing to allow City to place certain Facilities (herein defined) upon the Tower and certain portions of the Property, subject to the conditions and covenants hereinafter set forth.

4. County is authorized to enter into this Agreement by St. Louis County Ordinance No. \_\_\_\_\_ (2016), and City is authorized to enter into this Agreement by City of Wildwood Ordinance No. \_\_\_\_\_ (2016).

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Premises.** County hereby grants City a non-exclusive license and right of access to and use of the Property to install Facilities on the Tower and the portion of the Property identified on Exhibit “A” attached hereto and incorporated herein by reference (the “**Premises**”)

for the sole purpose of providing internet services to the residents of the City of Wildwood and other nearby communities, if feasible, subject to and as more particularly set forth in the provisions herein (the "License"). The only equipment and appurtenances which City is permitted to install is described in Exhibit "B" attached hereto and made a part hereof (the "**Facilities**"). City may install antennas on the Tower at an area approximately 150 feet up from the base of the tower, or at such other area on the Tower as may be approved by the County in writing at County's sole discretion. County further grants City and its officers, employees, agents, engineers, surveyors and other representatives, permission to perform surveys, soil testing, and other engineering procedures and environmental investigations on, under and over the Premises to determine that the Premises are suitable for City's intended use, provided City shall restore any property or soil disturbed by such activities. This Agreement grants a non-exclusive license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

2. **Use.** The Premises shall be used by and/or for the benefit of City solely for the installation, maintenance, repair, use, removal and replacement of the Facilities needed to accomplish City's purpose of providing continuous internet services to its residents. The license granted hereunder is limited to internet services and City shall not allow the attachment or installation of antennas or equipment for the provision of commercial mobile service, as that term is understood pursuant to 47 U.S.C. §332(d)(1).

3. **Term.** The initial term of City's License hereunder shall be five (5) years, commencing on the first day of the month after the License is executed by both parties (the "**Commencement Date**"). The Initial Term will terminate on the last day of the month in which the fifth anniversary of the Commencement Date falls. Provided that City has complied with its obligations under this Agreement, City shall have the right to extend the Term for two (2) successive five year periods (each, a "**Renewal Term**") on the same terms and conditions as set forth herein. If City desires to exercise a Renewal Term, it shall give written notice to County no less than 180 days prior to expiration of the then-existing Term.

4. **Option to Terminate.** County shall have the unilateral right to terminate this Agreement at any time after June 15, 2021 by giving one hundred twenty (120) days' prior written notice to City.

5. **Prime Lease.** The rights and obligations of City under this Agreement as they pertain to the portion of the Property described in the Babler Prime Lease are contingent upon County and City obtaining consent from Missouri Department of Natural Resources in such form that is acceptable in substance to County and City. All rights and obligations in this Agreement are subject to and subservient to the rights and obligations set forth in the Prime Lease for that site. Any right or obligation set forth in this Agreement is invalid to the extent inconsistent or contradicted by any term, right or obligation in such Prime Lease. Any action, right, or obligation requiring the consent or approval of the parties to the Prime Lease is hereby conditioned on such approval. In the event a Prime Lease is terminated for any reason, at any time, during the term of this Agreement, this Agreement shall also be terminated with respect to that Property referenced in the Community College Prime Lease or the Babler Prime Lease, where applicable, and the

termination shall be effective on the date the Prime Lease is terminated. In such event, County, if able, will give City ninety (90) days prior notice of such termination. Notwithstanding the foregoing, County agrees not to terminate the Prime Lease prior to June 15, 2021.

6. **Insurance; Sovereign Immunity; Indemnification; Waiver of Subrogation.**

City shall maintain a commercial general liability insurance policy for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, with limits not less than the sovereign immunity limits as set forth in Section 537.610 of the Revised Statutes of Missouri, as amended, except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended. All contractors and agents of City shall procure and maintain workers' compensation insurance in statutory limits, and commercial general liability insurance in amounts of not less than \$3,000,000 per occurrence for bodily injury or death, property damages, contractors' liability, and automobile liability. County may request from time to time Certificate(s) of insurance stating that the policy is in full force and effect and that the same will not be altered, amended or terminated without thirty (30) days prior written notice to County. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600, RSMo., et seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to County or City by statute or common law.

To the extent permissible by law, City, for itself, its employees agents, contractors and invitees, hereby expressly releases and discharges County from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to the Property, and all claims, suits, demands, losses, costs and expenses (including attorneys' fees) arising from or alleged to arise from this Agreement and the use of the Property pursuant to this Agreement, that may be sustained by City, its employees, agents, contractors or invitees while on the Property during the term of this Agreement, provided however that this release shall not apply to any liability arising from County's willful misconduct. This provision of this Section 6 shall survive the termination of this Agreement.

County, City and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Property or in connection with property on the Property, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

7. **Quarterly License Fee.** Commencing on the first day of the first full calendar quarter during the Term, and on the first day of each calendar quarter thereafter, City shall pay to County a License fee in the amount of \$4.50 per subscriber served by each of the Internet Service Providers (the "**Quarterly License Fee**") in advance, without demand or set off. The License fee for the period from the first day of the Term until the first day of the first full calendar quarter shall be prorated as applicable, based on the number of days in such period, and

shall be paid with the first Quarterly License Fee. The Quarterly License Fee shall be delivered to County at the Karabas Communications Center, 1150 Hanna Road, Ballwin, Mo 63021, Attention: Director of Emergency Communications Network (“**Director**”), or at such other place as County may hereafter from time to time, by notice, designate.

City will deliver to County statements regarding the number of subscribers of each of the Internet Service Providers for the preceding quarter, together with reasonable additional information requested by County evidencing how the Quarterly License Fee was calculated (including subscriber lists).

8. **Facilities; Utilities; Access; Interference.**

(a) All charges for work and materials supplied in connection with construction, removal, relocation, repair and maintenance of the Facilities shall be borne by City and City shall hold County and its property harmless from any claims, liens or encumbrances arising therefrom. City shall maintain the Facilities in good condition and repair at all times. The Premises shall be kept in a clean and sanitary condition.

(b) All plans and specifications shall be submitted to and approved by Director prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed (after such approval, the “Approved Plans and Specifications”). In the event of disapproval, County shall give to City an itemized statement of reasons for disapproval within thirty (30) days after the plans and specifications are submitted to County. Should, City, in its sole discretion, determine that the County’s reasons for disapproval are unreasonable, City may elect to terminate this Agreement.

(c) City will be responsible for any damage caused by it or its contractors to any part of the Property or the structures thereon. County shall be responsible for maintenance and registration of the Tower, its lights including regular inspection of such lights and alarm equipment (if required by the F.A.A.), and the maintenance of records, including notification to F.A.A. of any failure thereof.

(d) City is responsible for all utilities required by its use of the Property and shall bear the costs for any utility easement dedication on terms acceptable to City and County, as required for City’s desired utility services. Any and all electric power to City’s equipment shelter shall be metered through a separate electric meter. City will be responsible for determining the location of all underground utilities prior to the commencement of any work. If there are additional users of the Tower, each user's utility usage shall be separately metered. City shall pay when due all charges for its usage of utility services during the term of this Agreement.

(e) City shall be responsible for securing, at its sole expense, any and all permits, licenses and other necessary government approvals for its Facilities. City agrees that all its installations, modifications, changes of location or removals shall be performed in a workmanlike manner in accordance with the government approvals and with the Approved Plans and Specifications.

(f) City shall perform one or more engineering studies which certify that any modifications or additional equipment to be installed by City will not overload or otherwise adversely affect the structural integrity of the Tower or cause radio interference or inter-modulation problems to County's existing equipment or to equipment previously installed by others. City shall provide the intermodulation study and a tower structural analysis to ECC. Antenna and R.F. equipment installation must meet R-56 standards. Prior to installation of antennas, City's designated installers must provide ECC with proof of insurance, in the amounts set forth in Section 6, and proof of OSHA approved Standard Tower Climber certification.

(g) City agrees that the Facilities will not cause interference to any equipment installed at the Property prior to that of City. In the event that the Facilities cause such interference, City will correct and eliminate the interference. If City fails to halt the interference within 24 hours of written notice to do so transmitted by facsimile, City will cease operations of the Facilities (other than intermittent testing for purposes of repair or replacement) until the Facilities can be operated without interference.

(h) City shall use the Premises for the operation, maintenance, replacement and repair of the Facilities and for no other purpose. County may grant rights to others to use the Property and the Tower provided the installation, use and operation of additional transmitters, antennas or other equipment and the locations, characteristics, operating parameters, frequencies and condition of the same will not present a risk of potential interference with the Facilities. The person seeking to install the additional antennae upon the Tower shall provide at his, her, or its expense sufficient information as may be reasonably required by City to determine that the new proposed use will not interfere with City's use of the Tower. City must obtain approval from the ECC Radio Systems Manager before any maintenance that could impact ECC radio system performance. All Facilities (excluding antennas) will be installed outside the ECC fence area.

(i) The Facilities and all other property attached to or otherwise brought to the site by City shall at all times be City's personal property.

(j) City and its authorized agents shall have access to the Premises 8 am to 4 pm Monday through Friday with 24 hour advance notice, provided that City is not in default under this Agreement. It shall be the sole responsibility of City, while its authorized agents are on the Premises, to prevent access to the Premises by unauthorized persons, and to properly secure the Premises. City agrees to provide advance notification to County of any installation of Facilities, antennae or equipment or other work beyond routine maintenance and repairs of the Facilities. ECC staff will accompany City's authorized agents when access to the Tower is required.

(k) County may at its sole discretion, supply City with keys or security devices or codes for accessing the Premises. City and County agree that records pertaining to such security devices or codes are closed records pursuant to Section 610.021(19), RSMo. If County makes any such keys or security devices available to City, City shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall be cause for immediate termination of this Agreement by

County, at its sole discretion.

(l) City agrees to relocate City's Facilities or portions thereof in the event that County deems it necessary for the County to use the space for County's own governmental purposes. The site of such relocation shall be by mutual agreed to in writing between County and City. In the event County and City cannot agree upon the site for the relocation, County shall have the right to terminate this Agreement upon 120 days written notice to City.

(m) Upon termination of this Agreement, whether by expiration of the Term or other termination, City shall, at its cost, remove all Facilities and shall return the Premises to the reasonably same condition as the Commencement Date, reasonable wear and tear excepted. If City fails to surrender the Premises and remove the Facilities as required herein, County may perform such removal work, and City shall pay to County all reasonable costs incurred for such removal.

(n) City shall not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean asbestos, any substance known by the State of Missouri to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

9. **Assignment and Sublicensing.** City may not assign or delegate, or otherwise transfer all of any part of its interest in this Agreement or in the Premises, nor may City allow the use of the Facilities or the Premises by anyone other than City, without the prior written consent of the County in each instance. Notwithstanding the foregoing, County hereby consents to assignment or delegation or sublicensing to the following Internet Service Provider(s) who have written contracts with City: Bays-ET High Speed and Wisper ISP, Inc. Any such assignment, delegation or sublicense shall not alter City's obligations and responsibilities under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and permitted assigns.

10. **Miscellaneous.**

(a) Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with City or County shall be in writing and shall be given or filed in the manner and at the addresses specified below.

COUNTY:

Director of Emergency Communications Network  
Karabas Communications Center  
1150 Hanna Road  
Ballwin, Missouri 63021

ECC Radio Systems Manager  
Karabas Communications Center  
1150 Hanna Road  
Ballwin, Missouri 63021

With a Copy to:

County Counselor  
Lawrence K. Roos Government Center  
41 S. Central Ave.  
Clayton, MO 63105

and:

Director of Public Works  
Lawrence K. Roos Government Center  
41. S. Central Ave.  
Clayton, MO 63105

CITY:

City Hall  
16860 Main Street  
Wildwood, MO 63040  
Attention: City Administrator

With a Copy to:

Hamilton Weber LLC  
200 N. 3<sup>rd</sup> Street  
St. Charles, MO 63301  
Attn: John A. Young

or at such different address as the parties may give by written notice mailed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

(b) This Agreement may be amended, changed, modified, altered or terminated only by written agreement of City and County.

(c) In the event that any actions or proceedings are initiated with respect to this agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature below.

**SIGNATURE PAGES FOLLOW**

Attest:

\_\_\_\_\_  
Administrative Director

Approved:

\_\_\_\_\_  
Chairman, Emergency  
Communications Commission

Approved as to Legal Form:

\_\_\_\_\_  
County Counselor

Approved:

\_\_\_\_\_  
Risk and Insurance Manager

**ST. LOUIS COUNTY, MISSOURI**

BY \_\_\_\_\_  
County Executive

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Director of Public Works

Approved:

\_\_\_\_\_  
Accounting Officer

Attest:

THE CITY OF WILDWOOD, MISSOURI

\_\_\_\_\_

BY \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
City Attorney

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, a Notary Public in and for said state, personally appeared James R. Bowlin, Mayor of the City of Wildwood, Missouri, a municipality organized under the laws of the State of Missouri, known to me to be the person who executed the foregoing agreement in behalf of said city 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 commission expires:

EXHIBIT A

[ATTACH COPY OF PROPERTY DESCRIPTIONS CONTAINED IN PRIME LEASE]

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH **KCI CONSTRUCTION COMPANY** FOR THE CONSTRUCTION OF THE 2<sup>nd</sup> STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. (Wards – Five and Eight)

**WHEREAS**, the City of Wildwood has created a network of trails and other pedestrian facilities to foster an outdoor lifestyle for its residents and create opportunities for exploration of Wildwood's abundant open spaces and public properties; and

**WHEREAS**, over the years, it has been the desire of the City Councils to create safe crossings over Wildwood's major roadways and streets for pedestrians and other users, which has included tunnels and bridges; and

**WHEREAS**, these improvements have created new opportunities for further development of trails and crossings, one of which is a second pedestrian bridge over State Route 100, just to the east of State Route 109; and

**WHEREAS**, this second pedestrian bridge at this location has been a point of discussion for almost twenty (20) years and finally became an active consideration, when a partial grant was awarded to the City of Wildwood for its construction; and

**WHEREAS**, with this grant funding in place and City Council support for the remaining amount of its estimated cost, design, engineering, and the bidding processes followed, all culminating in a bid opening on July 27, 2016, where six (6) bids were received; and

**WHEREAS**, the lowest responsible bid was submitted by **KCI Construction Company** and provided two (2) Add Alternates, with the base bid of \$1,364,859.00; and

**WHEREAS**, this information was presented to the Administration/Public Works Committee of City Council and it has endorsed the selection of **KCI Construction Company** for this bridge project at the base bid amount of \$1,364,859.00, plus Add Alternate #1 for the lighting of the decking and plaza areas at a cost of \$97,011.00, for a total package of \$1,461,870.00; and

**WHEREAS**, adequate funding exists in the Capital Improvements Program Budget for 2016 to accommodate the City's required contribution to this project.

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

**Section One.** That the form, terms, and provisions of the Contract by and between the City of Wildwood, Missouri, and **KCI Construction Company** for construction of the State Route 100 Pedestrian Bridge and associated plaza areas, as shown on construction drawings and specifications, attached hereto, marked as Exhibit A, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Contract in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Contract and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Contract and this Ordinance.

**Section Two.** The total expenses and liability of the City under the contract shall not exceed the contract sum of \$1,461,870.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rate and terms in an amount not to exceed a total authorization under this ordinance of **\$1,546,870.00** (an additional \$85,000.00).

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

**Section Four.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Five.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

This Bill was passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
The Honorable James R. Bowlin, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Elizabeth Weiss, City Clerk

\_\_\_\_\_  
Elizabeth Weiss, City Clerk

City of Wildwood

**CITY-CONTRACTOR AGREEMENT**

This City-Contractor Agreement "Agreement" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wildwood, Missouri (hereinafter called the "City") and KCI Construction Company, with offices located at 10315 Lake Bluff Drive, St. Louis, MO 63123 (hereinafter called the "Contractor").

WITNESSETH:

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

ARTICLE I.

The Contract Documents

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

ARTICLE II.

Scope of Work

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

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

### ARTICLE III.

#### Time of Completion

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

Calendar Days : 270

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

### ARTICLE IV.

#### The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of \$ 1,461,870.00 (Base Bid + Bid Alt. 1) \_\_\_\_\_ (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20<sup>th</sup>) day of the month for Work completed in accordance with the General Conditions in the following manner:

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

incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth (20<sup>th</sup>) of the preceding month, less the aggregate of all previous progress payments;

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

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

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

#### ARTICLE V.

##### Performance of the Work

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

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of \$ 1,100.00 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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

#### ARTICLE VI.

##### Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required

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

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

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

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

## ARTICLE VII.

### Changes in the Work or Cost of Work

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

Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

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

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

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

## ARTICLE VIII.

### Termination by City or Contractor

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

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

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

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

## ARTICLE IX.

### Contractor's Liability Insurance

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$ 500,000 each person
  - \$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each occurrence
  - \$3,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$500,000 each person
  - \$3,000,000 each occurrence
  - Property Damage: \$3,000,000 each accident

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

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

## ARTICLE X.

### The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes The proposed work includes: all labor, equipment, and materials necessary for the construction of a pedestrian bridge over Missouri Route 100 from the end of Eatherton Road to the end of Kilaré Lane and all incidental work necessary to complete the project, including load rated steel bridge, abutments, center pier, plazas, earthwork, retaining walls, paving, guardrails, striping, lighting and other items identified in the construction documents.

## ARTICLE XI.

### Miscellaneous Provisions

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

(b) Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the

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

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

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

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

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

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

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

CITY OF WILDWOOD  
(the "City")

(the "Contractor")

By \_\_\_\_\_  
Jim Bowlin , Mayor

By: \_\_\_\_\_

Attest:

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, APPROVING A CHANGE IN ZONING FROM THE NU NON-URBAN RESIDENCE DISTRICT TO THE R-3 RESIDENCE DISTRICT FOR A ONE AND FOUR-TENTHS (1.4) ACRE TRACT OF LAND THAT IS LOCATED ON THE SOUTHEAST CORNER OF MANCHESTER ROAD AND CENTER AVENUE - P. Z. 1-16 Old Towne Parc, Mike Whalen, Whalen Custom Homes, Inc. (Ward Eight)**

**WHEREAS**, Whalen Custom Homes, Inc. (the “Petitioner”) is the owner under contract of a certain four (4) lots generally located on the southeast corner of Manchester Road and Center Avenue, and consisting of approximately one and four-tenths (1.4) acres, more particularly described herein (the “Property”); and

**WHEREAS**, the Property is owned by Keith and Judith Gegg (the “Owners”); and

**WHEREAS**, the Petitioner submitted a Petition for change of zoning (the “Petition”) requesting the rezoning of the Property, which is located within the Town Center Area; and

**WHEREAS**, the Petitioner specifically requested that the Property be rezoned from the current designation of NU Non-Urban Residence District to the R-3 Residence District, which would allow the requested four (4) lots located on the Property, all being approximately fourteen thousand (14,000) square feet in size; and

**WHEREAS**, the Planning and Zoning Commission considered the Petition on June 6, 2016 and a discussion was held about a range of considerations and issues, including the compliance of the subdivision’s design to the Town Center Plan, roadway improvements to Center Avenue, access to Manchester Road by one (1) of the four (4) lots, and architectural issues relating to the dwellings, particularly garage access; and

**WHEREAS**, after consideration of this matter and responding to the Department of Planning’s report, the Planning and Zoning Commission recommended approval of the Petition requesting the change in zoning from the NU Non-Urban Residence District to the R-3 Residence District, the specifics of such approval and recommendation being set forth in the recommendation of the Planning and Zoning Commission submitted to the City Council dated August 1, 2016, and regarding **P. Z. 1-16 Old Towne Parc, Mike Whalen, Whalen Custom Homes, Inc.**, 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 August 8, 2016, at which interested persons were offered an opportunity to speak; and

**WHEREAS**, at the City Council meeting on August 8, 2016 its members directed the Department of Planning to prepare draft legislation for consideration by the City Council consistent with the Planning and Zoning Commission’s recommendation.

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

**Section One.** That after proper notice in accordance with the ordinances of this City and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of a certain 1.4 +/- acre tract of land more particularly described below, first before the Planning and Zoning Commission and then the City Council of the City of Wildwood, Missouri, and approval is

hereby granted to rezone such 1.4 +/- acre tract of land from NU Non-Urban Residence District to the R-3 Residence District, pursuant to the Municipal Code of the City of Wildwood, Missouri, and the City of Wildwood's Zoning Ordinance and Official Zoning District Maps of the City of Wildwood, Missouri, all made a part hereof and incorporated by reference herein, are hereby amended consistent with this Section One for the Property described here:

*All of Lots 10, 11, and 12 of "Grover Heights", a subdivision recorded in Plat Book 20, Page 35, St. Louis County records, and all the land of Keith and Judie Gegg, as recorded in Deed Book 18632, Page 2119, St. Louis County records, all being in Section 12, Township 44 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as follows: **Beginning** at an iron rod set at the northwesterly corner of the aforesaid Lot 12, at the intersection of the easterly line of Center Avenue (30 feet wide) and the southerly line of Manchester Road (60 feet wide); thence along said southerly line North 89 degrees 47 minutes 29 seconds East 149.77 feet to an iron rod set at the northeasterly corner of the aforesaid Lot 10; thence along the easterly line of said Lot 10 and along the easterly line of the aforesaid land of Gegg South 00 degrees 33 minutes 53 seconds West 399.57 feet to the northerly line of the land of Mark J. Behrend and Helene T. Behrend, as recorded in Deed Book 16935, Page 1916, St. Louis County records; thence along said northerly line South 89 degrees 45 minutes 31 seconds West 149.77 feet to the aforesaid easterly line of Center Avenue; thence along said easterly line North 00 degrees 33 minutes 53 seconds East 399.65 feet to the **point of beginning** of this description and containing 59,843 square feet (1.374 acres), more or less. SUBJECT TO all easements, conditions and restrictions of record, if any.*

**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, as may be amended from time to time, and the conditions of this ordinance, except as may be modified herein.

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

**Section Four.** Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Five.** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

This Bill was passed and approved this \_\_\_\_ day of \_\_\_\_\_, 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.

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Presiding Officer

**ATTEST:**

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Elizabeth Weiss, City Clerk

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The Honorable James R. Bowlin, Mayor

**ATTEST:**

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Elizabeth Weiss, City Clerk

**AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF WILDWOOD, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2016 AND ENDING ON DECEMBER 31, 2016**

**WHEREAS**, on December 14, 2015, pursuant to Ordinance No. 2136, the City Council of the City of Wildwood adopted a budget for Fiscal Year 2016; and

**WHEREAS**, preparation of the Mid-Year Financial Report for the 2016 Fiscal Year identified certain existing and projected expenditure variances from the amounts originally budgeted in the 2016 Annual Municipal Budget; and

**WHEREAS**, specific increases and decreases in certain line item expenditures are projected at this time to be necessary or desirable in order to address certain budgetary needs and conclude the fiscal year within authorized revenue and expenditure limits; and

**WHEREAS**, the total proposed expenditures from any fund identified in the revised budget do not exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year.

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

**Section One.** That the Municipal Budget for the fiscal year period beginning January 1, 2016 and ending December 31, 2016 is hereby revised as described in “Exhibit A”, attached hereto and incorporated by reference herein.

**Section Two.** The Budget adopted pursuant to Ordinance No. 2136 is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith.

**Section Three.** Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

**Section Four.** Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent

permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

This Bill was passed and approved this \_\_\_\_ day of September, 2016 by the City Council of the City of Wildwood, Missouri after having been read by title or in full two times prior to passage.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
James R. Bowlin, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk



## MEMORANDUM

To: Mayor James R. Bowlin and City Council Members

From: Ryan S. Thomas, City Administrator

Date: August 19, 2016

Re: Fiscal Year 2016 Mid-Year Financial Report  
2016 Budget Amendment, Bill #2209

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The Mid-Year Financial Report is intended to provide City Council and City Management with a comprehensive assessment of the City's overall financial condition at the mid-point of the fiscal year, June 30, 2016. The Municipal Budget is an organization financial and program plan based upon certain assumptions, projections and objectives established in December 2015 with its adoption. The Mid-Year Financial Report is an assessment of how accurate those original plans and assumptions were, serves as a basis for updated year-end projections, and identifies formal budget adjustments which may be necessary in order to conclude the fiscal year within the approved budget amounts. Said budget adjustments are proposed for authorization through Bill #2209, which has been placed on the August 22, 2016 City Council Agenda.

The Mid-Year Financial Report is intended to accomplish three (3) objectives.

- a. Quantify revenue and expenditure patterns based upon the first six (6) months of the fiscal year, in order to determine whether original budget assumptions are still accurate and valid.
- b. Identify new or changed circumstances, conditions, problems, needs and opportunities which could not have been foreseen during the budget preparation process and avoid end of year fiscal surprises.
- c. Provide an opportunity for a comprehensive review and determination of whether budget adjustments may be warranted or necessary in order to conclude the fiscal year within authorized expenditure appropriation limits.

This latter point is of particular importance as the City's budget serves as its financial appropriation (the legal authorization to expend monies for general purposes).

### Summary Overview

The City began the fiscal year in very sound financial condition as was recently reported by the City Auditors, RubinBrown, during presentation of the 2015 Comprehensive Annual Financial Report (CAFR). It should be emphasized that conservative assumptions have been applied in determining the Projected Year-End revenues and expenditures for department Operating Expenses, and

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Recommended Amendments. It is anticipated that additional savings will likely occur in many accounts by year-end and that final revenues will likely exceed the budgeted amounts overall; however, it is the intent here to suggest conservative projections for the fiscal year.

It is important to note as you review the accompanying financial statements that they include data for Projected or Estimated year-end results, and separate columns for the Proposed Amended Budget amounts. These two columns do not necessarily coincide with each other, as one is intended to represent Management's best conservative estimate of year-end results, while the other Amended Budget column represents the revised budget authorizations (appropriations) recommended for approval at this time.

### **Revenue Receipts**

At the mid-point in the fiscal year, General Fund Revenues, which support operating expenses for providing daily services, are performing slightly better than budget projections overall. The critical Sales Tax revenue is ahead of the budget pro forma at this point in the fiscal year, and estimated to end the year approximately \$178,000 higher than programmed. The second largest category of General Fund revenue, Utility Taxes, is slightly better than budget expectations, approximately \$15,000 higher than programmed. Fines and Forfeitures income has declined in connection with municipal court reform measures enacted the past two legislative sessions, now estimated to end the year approximately \$64,500 lower than programmed. Overall, General Fund Revenues are on track to end the year approximately \$148,650 higher than the budget pro forma; however, it is not recommended that formal budget adjustments be made for these revenue sources, as they are mostly out of the City's control. Consequently, no Budget Amendments are proposed for General Fund Revenues.

Regular Capital Project Fund revenue sources, including the Capital Improvement Sales Tax, Road and Bridge Tax and Motor Fuel Tax, are performing better than the budget pro forma thus far, due to the ½ cent Capital Improvement Sales Tax revenue estimated to end the year approximately \$157,000 higher than programmed, and the Motor Fuel/Gas Tax revenue estimated to end the year approximately \$115,625 higher than programmed; however, it is not recommended that formal budget adjustments be made for these revenue sources, as they are mostly out of the City's control. Consequently, no Budget Amendments are proposed for Capital Project Fund Revenues.

Revenue trends will continue to be closely monitored for the remainder of the fiscal year.

### **Operating Expenditures**

Year-end Operating Expenditures by all City Departments are estimated at this point in the fiscal year to total \$8,919,331 overall, which is \$101,102 above the original approved budget, which is due to certain expenditures not anticipated at the beginning of the fiscal year. To account for the additional expenditures, a number of individual accounts within certain City Department budgets are proposed for budget amendments, resulting in a net increase of \$101,102 to the overall Operating Expenditure Budget. With this increase, the General Fund Operating Budget remains balanced, with revenues

over expenditures in excess of \$300,000 (and if the aforementioned revenue trends continue, in excess of \$450,000).

**Administration Department:**

A number of budget amendments are proposed, which will result in a \$51,974 increase in the total Administration Budget. Of primary note, personnel costs have been increased to fund the future Economic Development Manager position, attorney fees have been increased due to the increased workload of legal matters being handled currently, consultant costs have been increased for the new marketing consultant efforts, and computer system costs have been increased to complete the recently authorized accounting software upgrade. Other budget line items have been decreased to partially offset these additional expenditures.

**Clerk/Council:**

Budget amendments are necessary due to increasing the compensation of the Mayor and Council Members, and a higher number of televisions collected during the electronics recycling event. These increases have been partially offset by lower election expenses, with a \$17,928 net increase to the total Clerk/Council Budget

**Municipal Court:**

No mid-year amendments are required.

**Parks Department:**

The primary budget amendment is needed for increased parks maintenance expenses, which is partially offset by lower costs associated with employee benefits and the concert series, with a \$51,000 net increase to the total Parks Budget.

**Planning Department:**

The primary budget amendment is needed for increased consultant costs in association with Town Center development reviews. However, a number of other budget reductions will more than offset this additional expense, with a \$19,800 net decrease to the total Planning Budget.

**Police Services:**

No mid-year amendments are required.

**Public Works Department:**

A number of budget amendments are proposed for various contractual expenditures for street and right-of-way maintenance, which will result in no net change in the Total Public Works Operating Budget.

Further explanations for General Fund Operating recommended budget modifications may be found in the pages that follow each fund statement.

### **Capital Improvement Expenditures**

Capital Improvement expenditures for 2016 are divided primarily between three (3) separate funds for accounting purposes; the Capital Improvement Sales Tax Fund; the Road & Bridge Fund; and the City Hall Project Fund.

The Capital Improvement Sales Tax Fund expenditures for Park & Trail Development are anticipated to be reduced overall from the total funds originally budgeted, due to a number of increases and decreases for individual projects. The primary increases are associated with the pedestrian bridge over Route 100, phase II of the community park and trail resurfacing. The net budget impact of these recommendations would be a \$90,000 decrease in this capital projects category.

The Road & Bridge Fund expenditures are anticipated to be within current budget allocations; however, a few offsetting amendments are recommended. Of note, the remaining design funding for the Pond-Grover Loop Road extension has been eliminated.

Finally, the budgeted expenses associated with the City Hall Project Fund are recommended to remain as originally adopted.

Here again, further explanations for Capital Improvement Fund recommended budget modifications may be found in the pages that follow each fund statement.

### **Financial Statements**

Several summary and detailed financial statements accompany this memorandum illustrating revenues and expenditures to date compared to the original approved 2016 budget, and provide updated year-end projections.

### **Conclusion**

The formal Budget Amendments described in the accompanying financial statements total a net increase of \$101,102 for the various General Fund Operating Department expenditures and a net decrease of \$90,000 for the combined Capital Project Fund expenditures.

This report will be presented at the August 22, 2016 City Council Meeting, and Bill #2209, amending the 2016 Municipal Budget as recommended, has been prepared and is scheduled for First Reading under at this same meeting. In the meantime, should you have any questions or observations prior to the City Council Meeting presentation, please feel free to contact myself or Finance Officer Dawn Kaiser.

Cc: Dawn Kaiser, Finance Officer  
Liz Weiss, City Clerk  
Joe Vujnich, Director of Planning and Parks  
Rick Brown, Director of Public Works  
Patti Reust, Court Administrator  
Captain Tim Tanner, Wildwood Police Precinct Commander

**CITY OF WILDWOOD  
2016 MID-YEAR BUDGET**

**Exhibit A  
Budget Amendment**

<b>Department/Account Title</b>	<b>Account Number</b>	<b>Original Budget Amount</b>	<b>Amended Budget Amount</b>	<b>Difference</b>
<b>GENERAL FUND EXPENDITURES</b>				
<b><u>Administration (10)</u></b>				
Regular Salaries	10-5-10-101-00	\$ 359,900	\$ 373,900	\$ 14,000
Part-Time/Temporaries	10-5-10-106-00	\$ 63,755	\$ 38,755	\$ (25,000)
Employee Health Benefits	10-5-10-140-00	\$ 86,636	\$ 90,636	\$ 4,000
Community Relations	10-5-10-201-00	\$ 15,000	\$ 5,000	\$ (10,000)
Attorney Fees	10-5-10-310-00	\$ 100,000	\$ 150,000	\$ 50,000
Litigation Contingencies	10-5-10-315-00	\$ 75,000	\$ 35,000	\$ (40,000)
Consultant Costs	10-5-10-340-00	\$ 30,000	\$ 50,000	\$ 20,000
Computer System	10-5-10-440-00	\$ 1,920	\$ 40,894	\$ 38,974
<b>Total Administration Department</b>				<b>\$ 51,974</b>
<b><u>Clerk/Council (20)</u></b>				
Elected/Appointed Official Salaries	10-5-20-102-00	\$ 43,400	\$ 62,500	\$ 19,100
FICA	10-5-20-120-00	\$ 11,646	\$ 13,646	\$ 2,000
Election Expense	10-5-20-206-00	\$ 20,774	\$ 8,500	\$ (12,274)
Document Shredding/Recycling Event	10-5-20-713-00	\$ 9,250	\$ 18,352	\$ 9,102
<b>Total Clerk/Council Department</b>				<b>\$ 17,928</b>
<b><u>Parks (40)</u></b>				
Employee Benefits	10-5-40-140-00	\$ 52,265	\$ 40,265	\$ (12,000)
Equipment Leasing	10-5-40-208-00	\$ 30,000	\$ 33,000	\$ 3,000
Maintenance-Building	10-5-40-220-00	\$ 6,000	\$ 5,000	\$ (1,000)
Supplies-Recreation	10-5-40-269-00	\$ 55,000	\$ 60,000	\$ 5,000
Machinery/Equipment Under \$5K	10-5-40-291-00	\$ 2,500	\$ 1,500	\$ (1,000)
Park Maintenance	10-5-40-350-01	\$ 170,000	\$ 230,000	\$ 60,000
Concert Series	10-5-40-351-00	\$ 45,000	\$ 35,000	\$ (10,000)
Art Festival	10-5-40-720-00	\$ 35,000	\$ 40,000	\$ 5,000
Community Garden	10-5-40-739-00	\$ 13,000	\$ 15,000	\$ 2,000
<b>Total Parks Department</b>				<b>\$ 51,000</b>
<b><u>Planning (50)</u></b>				
Part-Time Salaries	10-5-50-106-00	\$ 19,800	\$ 11,800	\$ (8,000)
Employee Health Benefits	10-5-50-140-00	\$ 132,381	\$ 122,381	\$ (10,000)
Pension Expense	10-5-50-144-00	\$ 40,027	\$ 35,027	\$ (5,000)
Workers Comp	10-5-50-180-00	\$ 21,198	\$ 17,198	\$ (4,000)
Dues/Memberships	10-5-50-204-00	\$ 5,000	\$ 3,500	\$ (1,500)
Equipment Leasing	10-5-50-208-00	\$ 15,200	\$ 12,000	\$ (3,200)
Postage	10-5-50-240-00	\$ 20,000	\$ 15,000	\$ (5,000)
Printing Expense	10-5-50-242-00	\$ 8,000	\$ 10,000	\$ 2,000
Abatements	10-5-50-263-00	\$ 35,000	\$ 45,000	\$ 10,000
Supplies-General	10-5-50-266-00	\$ 7,500	\$ 5,000	\$ (2,500)
Machinery & Equipment Under \$5K	10-5-50-291-00	\$ 4,500	\$ 3,000	\$ (1,500)
Computer Equipment Under \$5K	10-5-50-293-00	\$ 11,600	\$ 10,000	\$ (1,600)
Consultant Costs	10-5-50-340-00	\$ 22,500	\$ 50,000	\$ 27,500
Contractual Services	10-5-50-350-00	\$ 55,000	\$ 45,000	\$ (10,000)
Master Plan Update	10-5-50-745-00	\$ 10,000	\$ 8,000	\$ (2,000)
Town Center Planning Charrette	10-5-50-756-00	\$ 15,000	\$ 10,000	\$ (5,000)
<b>Total Planning Department</b>				<b>\$ (19,800)</b>

**CITY OF WILDWOOD  
2016 MID-YEAR BUDGET**

**Exhibit A  
Budget Amendment**

<b>Department/Account Title</b>	<b>Account Number</b>	<b>Original Budget Amount</b>	<b>Amended Budget Amount</b>	<b>Difference</b>
<b>Public Works (70)</b>				
Part-time Salaries	10-5-70-106-00	\$ 49,800	\$ 41,800	\$ (8,000)
Workers Comp	10-5-70-180-00	\$ 21,671	\$ 17,671	\$ (4,000)
Guardrails	10-5-70-350-30	\$ 10,000	\$ 40,000	\$ 30,000
Salt	10-5-70-350-33	\$ 250,000	\$ 162,000	\$ (88,000)
Culvert Cleaning	10-5-70-350-42	\$ 10,000	\$ 20,000	\$ 10,000
Ditching	10-5-70-350-44	\$ 15,000	\$ 25,000	\$ 10,000
Traffic Control Signs	10-5-70-350-55	\$ 35,000	\$ 60,000	\$ 25,000
Bridge Maintenance	10-5-70-350-64	\$ 15,000	\$ 25,000	\$ 10,000
Emergency ROW Repairs	10-5-70-350-65	\$ 25,000	\$ 40,000	\$ 15,000
<b>Total Public Works Department</b>				<b>\$ -</b>
<b>Total General Fund Expenditure Increase (Decrease)</b>				<b>\$ 101,102</b>

**CAPITAL IMPROVEMENT SALES TAX FUND EXPENDITURES**

<b>Parks &amp; Trails Development</b>				
Property Acquisitions	17-5-40-480-07	\$ 900,000	\$ 500,000	\$ (400,000)
Al Foster Trailhead Improvements	17-5-40-480-11	\$ 450,000	\$ 525,000	\$ 75,000
Wildwood Gwy Ph VI Constructions	17-5-40-480-32	\$ 350,000	\$ -	\$ (350,000)
Pedestrian Bridge Over Rt 100 at Eatherton	17-5-40-480-33	\$ 1,200,000	\$ 1,550,000	\$ 350,000
Kohn Park Repairs	17-5-40-480-34	\$ 50,000	\$ 100,000	\$ 50,000
Capital Equipment/Facilities Purchase/Replacement	17-5-40-480-38	\$ 50,000	\$ 75,000	\$ 25,000
Community Park PH II Construction	17-5-40-480-41	\$ 700,000	\$ 800,000	\$ 100,000
Trail Resurfacing	17-5-40-480-48	\$ 100,000	\$ 250,000	\$ 150,000
Restroom Facilities - Old Pond School	17-5-40-480-49	\$ 120,000	\$ -	\$ (120,000)
Bellview Farms	17-5-70-480-46	\$ 25,000	\$ 55,000	\$ 30,000
<b>Total Parks &amp; Trails Development</b>				<b>\$ (90,000)</b>
<b>Total Capital Improvement Sales Tax Fund Expenditure Increase (Decrease)</b>				<b>\$ (90,000)</b>

**ROAD & BRIDGE FUND EXPENDITURES**

<b>Roadway Improvements</b>				
Other Roadway Improvements	18-5-70-460-07	\$ 25,000	\$ 50,000	\$ 25,000
Manchester Road Bike Lanes Const	18-5-70-460-15	\$ 1,200,000	\$ 1,250,000	\$ 50,000
Pond-Grover Loop Extention	18-5-70-460-20	\$ 125,000	\$ 25,000	\$ (100,000)
<b>Total Roadway Improvements</b>				<b>\$ (25,000)</b>
<b>Bridge Reconstruction</b>				
Woods Road Bridge #348 Replacement	18-5-70-470-62	\$ 700,000	\$ 635,000	\$ (65,000)
Fox Creek Bridge #336 Replacement	18-5-70-470-63	\$ 610,000	\$ 675,000	\$ 65,000
<b>Total Bridge Reconstruction</b>				<b>\$ -</b>
<b>Other Capital Investment</b>				
Other Engineering Services	18-5-70-480-21	\$ 75,000	\$ 100,000	\$ 25,000
<b>Total Other Capital Investment</b>				<b>\$ 25,000</b>
<b>Total Road &amp; Bridge Fund Expenditure Increase (Decrease)</b>				<b>\$ -</b>

**City of Wildwood**  
**Fiscal Year 2016 Budget Mid-Year Report**  
**Consolidated Summary of Revenues and Expenditures**  
**All Funds**

	Original Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amend Budget
<b>Beginning Fund Balance</b>	<b>Estimated</b>	<b>Audited</b>	<b>Audited</b>	<b>Estimated</b>
	26,746,325	28,666,623	28,666,623	28,666,623
<b>Revenues</b>				
Sales Taxes	7,245,000	3,561,315	7,580,000	7,245,000
Utility Taxes	3,135,000	1,367,818	3,120,000	3,135,000
Motor Fuel/Gas Tax	1,259,375	686,955	1,375,000	1,259,375
Road & Bridge Tax	987,350	293,767	987,350	987,350
Other Taxes	337,000	168,028	342,000	337,000
Licenses and Permits	92,200	68,735	99,200	92,200
Charges for Services	32,000	10,945	32,000	32,000
Intergovernmental Income	-	-	-	-
Fines and Forfeitures	543,000	259,964	478,500	543,000
Interest Income	35,300	47,557	79,150	35,300
Other Income	55,000	31,415	63,150	55,000
Capital Project Grants	2,974,000	103,522	2,974,000	2,974,000
TGA Revenues	35,000	77,041	90,000	35,000
Special Assessments	124,755	1,027	124,755	124,755
Interest Payments	73,905	-	73,905	73,905
Other Financing Sources	5,000	-	5,000	5,000
Transfer In (Special Escrows)	-	-	-	-
<b>Total Revenue</b>	<b>16,933,885</b>	<b>6,678,089</b>	<b>17,424,010</b>	<b>16,933,885</b>
<b>Expenditures</b>				
Administration	1,281,251	596,975	1,333,225	1,333,225
Clerk and Council	262,408	138,111	280,336	280,336
Municipal Court	263,523	113,373	263,523	263,523
Parks and Recreation	801,994	351,491	852,994	852,994
Planning	1,092,241	454,431	1,072,441	1,072,441
Police Services	3,145,310	1,556,002	3,145,310	3,145,310
Public Works	1,971,502	820,200	1,971,502	1,971,502
<b>Subtotal</b>	<b>8,818,229</b>	<b>4,030,582</b>	<b>8,919,331</b>	<b>8,919,331</b>
TGA Expenditures	-	-	-	-
Capital Improvements	12,312,925	1,377,373	12,222,925	12,222,925
<b>Total Expenditures</b>	<b>21,131,154</b>	<b>5,407,955</b>	<b>21,142,256</b>	<b>21,142,256</b>
<b>Current Year Encumbrances</b>	-	-	-	-
<b>Prior Year Encumbrances</b>	(2,919,000)	(2,832,287)	(3,486,848)	(3,486,848)
<b>Ending Fund Balance</b>	<b>19,630,057</b>	<b>27,104,470</b>	<b>21,461,529</b>	<b>20,971,404</b>
<b>Dedicated Reserves</b>				
Operating Contingency*	2,204,557	1,007,646	2,229,833	2,229,833
Bond Payment Reserve	164,113	164,113	164,113	164,113
Certificates of Participation Reserve	-	-	-	-
<b>Unreserved Fund Balance</b>	<b>17,261,387</b>	<b>25,932,712</b>	<b>19,067,583</b>	<b>18,577,458</b>

\*25% of Operating Expenses

**City of Wildwood  
Fiscal 2016 Mid-Year Report  
General Fund**

	<b>Original/Current Budget 2016</b>	<b>Mid-Year Actual</b>	<b>Estimated Year-End</b>	<b>Proposed Amended Budget 2016</b>
<b>Beginning Fund Balance</b>				
	Estimated	Audited	Audited	Audited
	12,082,928	12,912,366	12,912,366	12,912,366
<b>Revenues</b>				
Sales Taxes	5,012,000	2,364,678	5,190,000	5,012,000
Utility Taxes	3,135,000	1,367,818	3,120,000	3,135,000
Other Taxes	337,000	168,028	342,000	337,000
Licenses and Permits	92,200	68,735	99,200	92,200
Charges for Service	32,000	10,945	32,000	32,000
Intergovernmental Income	-	-	-	-
Fines and Forfeitures	543,000	259,964	478,500	543,000
Interest Income	20,000	31,661	50,000	20,000
Other Income	55,000	31,415	63,150	55,000
Other Financing Sources	5,000	301	5,000	5,000
<b>Total Revenues</b>	9,231,200	4,303,545	9,379,850	9,231,200
<b>Operating Expenditures</b>				
Administration	1,281,251	596,975	1,333,225	1,333,225
Clerk and Council	262,408	138,111	280,336	280,336
Municipal Court	263,523	113,373	263,523	263,523
Parks and Recreation	801,994	351,491	852,994	852,994
Planning	1,092,241	454,431	1,072,441	1,072,441
Police Services	3,145,310	1,556,002	3,145,310	3,145,310
Public Works	1,971,502	820,200	1,971,502	1,971,502
<b>Total Operating</b>	8,818,229	4,030,583	8,919,331	8,919,331
<b>Revenue Over (Under) Expenditures</b>				
	412,971	272,962	460,519	311,869
<b>Transfers In/(Out)</b>				
	171,339	-	175,080	174,580
<b>Encumbrance</b>				
Current Year Encumbrance	-	-	-	-
Prior Year Encumbrance	-	(12,280)	(42,597)	(42,597)
<b>Ending Fund Balance</b>				
	12,667,238	13,173,048	13,505,368	13,356,218
<b>Dedicated Reserves</b>				
Operating Contingency*	2,204,557	1,007,646	2,229,833	2,229,833
<b>Unreserved Fund Balance</b>				
	10,462,681	12,165,402	11,275,535	11,126,385

**City of Wildwood  
Mid Year 2016**

**Revenue Summary**

<b>General Fund (10)</b>	<b>Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected year-end</b>	<b>Difference from Budget</b>	<b>Recomm. Amend.</b>
<b>(01) Tax Income</b>					
901 State Sales Tax	4,900,000	2,302,041	5,075,000	175,000	-
902 Local option Tax	112,000	62,638	115,000	3,000	-
<b>Subtotal Sales Tax</b>	<b>5,012,000</b>	<b>2,364,678</b>	<b>5,190,000</b>	<b>178,000</b>	<b>-</b>
910 Utility Tax - Electric	1,450,000	555,222	1,430,000	(20,000)	-
912 Utility Tax - Gas	525,000	287,462	540,000	15,000	-
914 Utility Tax - Telephone	910,000	425,445	900,000	(10,000)	-
914-01 Utility (Phone) Tax Settlement	-	-	-	-	-
916 Utility Tax - Water	250,000	99,690	250,000	-	-
<b>Subtotal Utility Tax</b>	<b>3,135,000</b>	<b>1,367,818</b>	<b>3,120,000</b>	<b>(15,000)</b>	<b>-</b>
918 Cable Franchise	245,000	127,650	250,000	5,000	-
905 Cigarette Tax	92,000	40,378	92,000	-	-
<b>Subtotal Other Taxes</b>	<b>337,000</b>	<b>168,028</b>	<b>342,000</b>	<b>5,000</b>	<b>-</b>
<b>Total Taxes</b>	<b>8,484,000</b>	<b>3,900,524</b>	<b>8,652,000</b>	<b>168,000</b>	<b>-</b>
<b>(02) Licenses &amp; Permits</b>					
930 Merchant Licenses	50,000	34,506	50,000	-	-
931 Liquor Licenses	15,000	12,708	15,000	-	-
932 Vending Machine Licenses	1,200	663	1,200	-	-
935 Permit Fees	8,000	4,080	8,000	-	-
936 P&Z Permits/Fees	15,000	14,115	20,000	5,000	-
937 Internet Pole License Fee	3,000	2,664	5,000	2,000	-
<b>Total</b>	<b>92,200</b>	<b>68,735</b>	<b>99,200</b>	<b>7,000</b>	<b>-</b>
<b>(03) Charges for Services</b>					
954 False Alarm Fees	2,000	875	2,000	-	-
956 Subdivision Inspections	30,000	10,070	30,000	-	-
<b>Total</b>	<b>32,000</b>	<b>10,945</b>	<b>32,000</b>	<b>-</b>	<b>-</b>
<b>(04) Intergovernmental Income</b>					
944 Disaster Relief Fund	-	-	-	-	-
945 St. Louis County Grants	-	-	-	-	-
946 COPS Plus Grant	-	-	-	-	-
947 Local Records Grant	-	-	-	-	-
949 Federal/St Grant Reimb.	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>(05) Fine &amp; Forfeiture Income</b>					
961 Court Fines	440,000	213,431	390,000	(50,000)	-
962 Court Costs	60,000	28,337	48,000	(12,000)	-
963 Officer Training	11,000	4,728	8,500	(2,500)	-
964 Crime Victims Fund	2,000	875	2,000	-	-
965 Bond Forfeitures	8,000	4,089	8,000	-	-
966 POST Commission Fund	-	-	-	-	-
967 Alt. Cmty. Service	10,000	3,782	10,000	-	-
968 Inmate Security Surcharge	12,000	4,723	12,000	-	-
<b>Total</b>	<b>543,000</b>	<b>259,964</b>	<b>478,500</b>	<b>(64,500)</b>	<b>-</b>
<b>(06) Interest Income</b>					
970 Interest Income	20,000	31,661	50,000	30,000	-
<b>Total</b>	<b>20,000</b>	<b>31,661</b>	<b>50,000</b>	<b>30,000</b>	<b>-</b>
<b>(07) Other Income</b>					
980 Other Income	8,000	124	8,000	-	-
982 NID Administration Fee	6,500	-	6,500	-	-
984 Community Garden Revenue	3,000	3,890	3,890	890	-
985 Parks & Recreation Revenue	10,000	10,849	12,000	2,000	-
986 Founders Day	16,000	10,730	16,000	-	-
987 CID Administration Fee	11,500	-	11,500	-	-
988 Dog Park Fees	-	6,260	6,260	6,260	-
999 Credit Card Processing Fees	-	(438)	(1,000)	(1,000)	-
<b>Total</b>	<b>55,000</b>	<b>31,415</b>	<b>63,150</b>	<b>8,150</b>	<b>-</b>
<b>(08) Other Financing Sources</b>					
990 Operating Transfer	5,000	301	5,000	-	-
992 Sale of Fixed Assets	-	-	-	-	-
<b>Total</b>	<b>5,000</b>	<b>301</b>	<b>5,000</b>	<b>-</b>	<b>-</b>
<b>Total General Fund</b>	<b>9,231,200</b>	<b>4,303,545</b>	<b>9,379,850</b>	<b>148,650</b>	<b>-</b>

**City of Wildwood  
Mid-Year 2016**

**Expenditure Summary**

<b>General Fund (10)</b>	Original Budget 2016	6 mos. Actual	Projected year-end	Proposed Amend Budget
<b>(10) Administration</b>				
Personnel	588,212	281,675	581,212	581,212
Operating	338,979	131,755	328,979	328,979
Contractual	352,140	183,545	382,140	382,140
Capital	1,920	-	40,894	40,894
Special Projects	-	-	-	-
<b>Total</b>	<b>1,281,251</b>	<b>596,975</b>	<b>1,333,225</b>	<b>1,333,225</b>
<b>(20) City Clerk/Council</b>				
Personnel	192,857	99,758	213,957	213,957
Operating	56,301	18,698	44,027	44,027
Contractual	4,000	1,303	4,000	4,000
Capital	-	-	-	-
Special Projects	9,250	18,352	18,352	18,352
<b>Total</b>	<b>262,408</b>	<b>138,111</b>	<b>280,336</b>	<b>280,336</b>
<b>(30) Municipal Court</b>				
Personnel	226,251	103,605	226,251	226,251
Operating	34,367	9,768	34,367	34,367
Contractual	2,905	-	2,905	2,905
Capital	-	-	-	-
<b>Total</b>	<b>263,523</b>	<b>113,373</b>	<b>263,523</b>	<b>263,523</b>
<b>(40) Parks</b>				
Personnel	196,894	77,636	184,894	184,894
Operating	165,600	89,476	171,600	171,600
Contractual	290,000	153,485	340,000	340,000
Capital	-	-	-	-
Special Projects	149,500	30,894	156,500	156,500
<b>Total</b>	<b>801,994</b>	<b>351,491</b>	<b>852,994</b>	<b>852,994</b>
<b>(50) Planning</b>				
Personnel	755,191	344,525	728,191	728,191
Operating	160,050	46,957	156,750	156,750
Contractual	77,500	44,115	95,000	95,000
Capital	-	-	-	-
Special Projects	99,500	18,834	92,500	92,500
<b>Total</b>	<b>1,092,241</b>	<b>454,431</b>	<b>1,072,441</b>	<b>1,072,441</b>
<b>(60) Police Services</b>				
Operating	3,500	402	3,500	3,500
Contractual	3,141,810	1,555,600	3,141,810	3,141,810
Capital	-	-	-	-
<b>Total</b>	<b>3,145,310</b>	<b>1,556,002</b>	<b>3,145,310</b>	<b>3,145,310</b>

**City of Wildwood  
Mid-Year 2016**

**Expenditure Summary**

<b>General Fund (10)</b>	Original Budget 2016	6 mos. Actual	Projected year-end	Proposed Amend Budget
<b>(70) Public Works</b>				
Personnel	555,218	252,773	543,218	543,218
Operating	82,784	34,599	82,784	82,784
Contractual	1,333,500	532,828	1,345,500	1,345,500
Capital	-	-	-	-
Special Projects	-	-	-	-
<b>Total</b>	<b>1,971,502</b>	<b>820,200</b>	<b>1,971,502</b>	<b>1,971,502</b>
<b>Total Expenditures</b>	<b>8,818,229</b>	<b>4,030,583</b>	<b>8,919,331</b>	<b>8,919,331</b>

**City of Wildwood  
Mid-Year 2016**

**(10) Administration  
Expenditure Detail**

<b>General Fund (10)</b>	Current			Difference From Budget	Recommend Amend.
	Budget 2016	6 mos Actual	Projected Year-End		
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	359,900	175,811	373,900	14,000	14,000
102 Elected/Appointed Officials	3,400	1,565	3,400	-	-
106 Part-Time/Temporaries	63,755	25,990	38,755	(25,000)	(25,000)
110 Overtime	7,553	3,077	7,553	-	-
120 FICA	33,248	15,400	33,248	-	-
140 Employee Health Benefits	86,636	44,856	90,636	4,000	4,000
142 Insurance (Life & Disability)	3,164	1,379	3,164	-	-
144 Pension Expense	29,606	13,236	29,606	-	-
180 Worker's Compensation	950	361	950	-	-
190 Other Payroll Expenses	-	-	-	-	-
	<b>588,212</b>	<b>281,675</b>	<b>581,212</b>	<b>(7,000)</b>	<b>(7,000)</b>
<b><u>Operating Expenditures</u></b>					
201 Community Relations	15,000	452	5,000	(10,000)	(10,000)
204 Dues/Memberships	9,385	4,017	9,385	-	-
208 Equipment Leasing	14,432	6,093	14,432	-	-
210 Facilities	-	199	-	-	-
211 Records Storage	2,200	772	2,200	-	-
212 Insurance	52,500	19,913	52,500	-	-
220 Maintenance - Building	64,640	26,719	64,640	-	-
221 Maintenance - Grounds	15,000	4,011	15,000	-	-
222 Maintenance - Equipment	1,300	-	1,300	-	-
230 Miscellaneous	4,000	937	4,000	-	-
231 Bank Fees	3,500	1,864	3,500	-	-
240 Postage	6,800	2,975	6,800	-	-
242 Printing Expense	4,000	313	4,000	-	-
244 Public Notices	4,100	455	4,100	-	-
246 Publications	550	399	550	-	-
250 Internet Connection	3,000	1,105	3,000	-	-
262 Service Contracts	34,402	27,093	34,402	-	-
264 Special Events	3,000	1,269	3,000	-	-
266 Supplies - General	11,500	5,322	11,500	-	-
268 Supplies - Office	16,500	6,675	16,500	-	-
270 Training	4,085	238	4,085	-	-
274 Travel	3,950	752	3,950	-	-
280 Utilities - Electric	37,000	10,404	37,000	-	-
281 Utilities - Gas	15,000	4,682	15,000	-	-
282 Utilities - Telephone	3,500	1,444	3,500	-	-
284 Utilities - Water	1,800	563	1,800	-	-
291 Machinery/Equipment Under \$5K	1,000	-	1,000	-	-

292 Furniture/Fixtures Under \$5K	1,500	-	1,500	-	-
293 Computer Equipment Under \$5K	5,335	3,089	5,335	-	-
	338,979	131,755	328,979	(10,000)	(10,000)

**Contractual Expenditures**

310 Attorney Fees	100,000	67,613	150,000	50,000	50,000
315 Litigation Contingencies	75,000	16,819	35,000	(40,000)	(40,000)
320 Audit Costs	30,800	25,600	30,800	-	-
340 Consultant Costs	30,000	20,434	50,000	20,000	20,000
345 City Newsletter	43,000	14,505	43,000	-	-
350 Contractual Services	73,340	38,573	73,340	-	-
	352,140	183,545	382,140	30,000	30,000

**Capital Expenditures**

440 Computer System	1,920	-	40,894	38,974	38,974
	1,920	-	40,894	38,974	38,974

<b>Total Administration</b>	<b>1,281,251</b>	<b>596,975</b>	<b>1,333,225</b>	<b>51,974</b>	<b>51,974</b>
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NOTES TO EXPENDITURES

Object #:	1	Account #:	10-5-10-101-00	Title:	Regular Salaries
Projected two month's salary for Economic Development Manager.					
Budget Increase/(Decrease) Requested: \$14,000					

Object #:	2	Account #:	10-5-10-106-00	Title:	Salaries Part-Time
Resignation of Special Projects Coordinator. Vacancy will not be filled.					
Budget Increase/(Decrease) Requested: (\$25,000)					

Object #:	3	Account #:	10-5-10-140-00	Title:	Employee Health Benefits
Benefits estimated for two month for new Economic Development Manager.					
Budget Increase/(Decrease) Requested: \$4,000					

Object #:	4	Account #:	10-5-10-201-00	Title:	Community Relations
Decreased to help offset higher Attorney Fees.					
Budget Increase/(Decrease) Requested: \$(10,000)					

Object #:	5	Account #:	10-5-10-310-00	Title:	Attorney Fees
Increased due to greater number of general legal matters, and costs associated with transitioning to a new City Attorney.					
Budget Increase/(Decrease) Requested: \$50,000					

Object #:	6	Account #:	10-5-10-315-00	Title:	Litigation Contingencies
Decreased to help offset higher Attorney Fees.					
Budget Increase/(Decrease) Requested: (\$40,000)					

Object #:	7	Account #	10-5-10-340-00	Title:	Consultant Costs
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Increased for marketing consultant expenses.

Budget Increase/(Decrease) Requested: \$20,000

Object #:	8	Account #	10-5-10-440-00	Title:	Computer System
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Incode Upgrade less amount encumbered in 2015.

Budget Increase/(Decrease) Requested: \$38,974

**City of Wildwood  
Mid-Year 2016**

**(20) Clerk / Council  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference from Budget</b>	<b>Recommend Amend.</b>
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	105,835	56,399	105,835	-	-
102 Elected/Appointed Officials	43,400	21,833	62,500	19,100	19,100
110 Overtime	3,000	1,921	3,000	-	-
120 FICA	11,646	6,041	13,646	2,000	2,000
140 Employee Health Benefits	18,474	8,492	18,474	-	-
142 Insurance (Life & Disability)	1,241	558	1,241	-	-
144 Pension Expense	8,761	4,333	8,761	-	-
180 Worker's Compensation	500	181	500	-	-
	<b>192,857</b>	<b>99,758</b>	<b>213,957</b>	<b>21,100</b>	<b>21,100</b>
<b><u>Operating Expenditures</u></b>					
204 Dues/Memberships	12,477	4,497	12,477	-	-
206 Election Expense	20,774	8,455	8,500	(12,274)	(12,274)
230 Miscellaneous	3,500	1,194	3,500	-	-
240 Postage	3,000	942	3,000	-	-
242 Printing Expense	2,000	648	2,000	-	-
244 Public Notices	2,500	1,100	2,500	-	-
246 Publications	500	-	500	-	-
264 Special Events	1,000	96	1,000	-	-
266 Supplies - General	1,200	-	1,200	-	-
268 Supplies - Office	1,000	6	1,000	-	-
270 Training	1,000	875	1,000	-	-
274 Travel	1,000	-	1,000	-	-
282 Utilities - Telephone	1,600	886	1,600	-	-
291 Machinery/Equipment Under \$5K	-	-	-	-	-
292 Furniture/Fixtures Under \$5K	4,000	-	4,000	-	-
293 Computer Equipment Under \$5K	750	-	750	-	-
	<b>56,301</b>	<b>18,698</b>	<b>44,027</b>	<b>(12,274)</b>	<b>(12,274)</b>
<b><u>Contractual Expenditures</u></b>					
330 Codification Costs	4,000	1,303	4,000	-	-
	<b>4,000</b>	<b>1,303</b>	<b>4,000</b>	<b>-</b>	<b>-</b>
<b><u>Capital Expenditures</u></b>					
	-	-	-	-	-
	-	-	-	-	-
<b><u>Special Projects</u></b>					
710 Electronic Recycling Event	-	-	-	-	-
712 Shredding Event	-	-	-	-	-
713 Document Shredding/Electronic Recycle E	9,250	18,352	18,352	9,102	9,102
	<b>9,250</b>	<b>18,352</b>	<b>18,352</b>	<b>9,102</b>	<b>9,102</b>
<b>Total City Clerk/Council</b>	<b>262,408</b>	<b>138,111</b>	<b>280,336</b>	<b>17,928</b>	<b>17,928</b>

NOTES TO EXPENDITURES

Object #:	1	Account #	10-5-20-102-00	Title:	Elected/Appointed Officials Salaries
Council Member compensation increase per Ordinance 2150 changed from \$100 per meeting to \$200 per meeting and Mayor compensation increase per Ordinance 2149 from changed from \$5,000 per year to \$10,000 per year.					
Budget Increase/(Decrease) Requested: \$19,100					

Object #:	2	Account #	10-5-20-120-00	Title:	FICA
Increase based on compensation increase.					
Budget Increase/(Decrease) Requested: \$2,000					

Object #:	3	Account #	10-5-20-206-00	Title:	Election Expense
Election expense is anticipated to be less than budgeted.					
Budget Increase/(Decrease) Requested: (\$12,274)					

Object #:	2	Account #:	10-5-20-713-00	Title:	Document Shred/Recycling Event
Increased amount of electronic recycling items.					
Budget Increase/(Decrease) Requested: \$9,102					

**City of Wildwood  
Mid-Year 2016**

**(30) Court  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference from Budget</b>	<b>Recommend Amend</b>
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	117,208	57,527	117,208	-	-
102 Elected/Appointed Officials	45,100	19,225	45,100	-	-
110 Overtime	7,400	1,579	7,400	-	-
120 FICA	12,983	5,922	12,983	-	-
140 Employee Health Benefits	32,508	14,617	32,508	-	-
142 Insurance (Life & Disability)	1,208	548	1,208	-	-
144 Pension Expense	8,640	3,879	8,640	-	-
180 Worker's Compensation	1,204	308	1,204	-	-
	<u>226,251</u>	<u>103,605</u>	<u>226,251</u>	-	-
<b><u>Operating Expenditures</u></b>					
204 Dues/Memberships	585	180	585	-	-
230 Miscellaneous	650	215	650	-	-
240 Postage	1,900	942	1,900	-	-
242 Printing Expense	4,755	848	4,755	-	-
243 Prisoner Expense	3,500	1,170	3,500	-	-
246 Publications	125	-	125	-	-
250 REJIS	4,000	1,627	4,000	-	-
262 Service Contracts	6,332	-	6,332	-	-
266 Supplies - General	500	-	500	-	-
268 Supplies - Office	800	23	800	-	-
270 Training	980	400	980	-	-
274 Travel	2,090	1,161	2,090	-	-
282 Utilities - Telephone	1,900	673	1,900	-	-
291 Machinery/Equipment Under \$5K	-	-	-	-	-
292 Furniture/Fixtures Under \$5K	1,000	-	1,000	-	-
293 Computer Equipment Under \$5K	3,750	2,229	3,750	-	-
294 Mental Health Court	1,000	300	1,000	-	-
296 Alter. Community Service	500	-	500	-	-
	<u>34,367</u>	<u>9,768</u>	<u>34,367</u>	-	-
<b><u>Contractual Expenses</u></b>					
350 Contractual Services	2,905	-	2,905	-	-
	<u>2,905</u>	-	<u>2,905</u>	-	-
<b><u>Capital Expenditures</u></b>					
440 Computer System	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	-	-
<b>Total Municipal Court</b>	<b>263,523</b>	<b>113,373</b>	<b>263,523</b>	<b>-</b>	<b>-</b>

**City of Wildwood  
Mid-Year 2016**

**(40) Parks & Recreation  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference from Budget</b>	<b>Recommend Amend.</b>
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	108,519	50,013	108,519	-	-
106 Part-time	3,000	585	3,000	-	-
110 Overtime	12,000	4,288	12,000	-	-
120 FICA	9,450	4,179	9,450	-	-
140 Employee Health Benefits	52,265	16,393	40,265	(12,000)	(12,000)
142 Insurance	1,458	532	1,458	-	-
144 Pension Expense	9,702	2,600	9,702	-	-
180 Worker's Compensation	500	(955)	500	-	-
	<b>196,894</b>	<b>77,636</b>	<b>184,894</b>	<b>(12,000)</b>	<b>(12,000)</b>
<b><u>Operating Expenditures</u></b>					
204 Dues/Memberships	2,000	538	2,000	-	-
208 Equipment Leasing	30,000	17,296	33,000	3,000	3,000
220 Maintenance - Building	6,000	838	5,000	(1,000)	(1,000)
224 Maintenance-Vehicles	2,000	1,561	2,000	-	-
230 Miscellaneous	1,500	690	1,500	-	-
240 Postage	1,000	765	1,000	-	-
242 Printing Expense	2,500	1,392	2,500	-	-
262 Service Contracts	11,000	1,720	11,000	-	-
264 Special Events	26,000	17,929	26,000	-	-
266 Supplies-General	8,500	4,173	8,500	-	-
268 Supplies-Office	1,000	22	1,000	-	-
269 Supplies-Recreation	55,000	39,259	60,000	5,000	5,000
270 Training	1,100	-	1,100	-	-
280 Utilities - Electric	6,000	1,937	6,000	-	-
282 Utilities - Telephone	4,000	1,810	4,000	-	-
284 Utilities - Water	2,000	(570)	2,000	-	-
291 Machinery/Equipment Under \$5K	2,500	-	1,500	(1,000)	(1,000)
292 Furniture/Fixtures Under \$5K	1,500	-	1,500	-	-
293 Computer Equipment Under \$5K	2,000	116	2,000	-	-
	<b>165,600</b>	<b>89,476</b>	<b>171,600</b>	<b>6,000</b>	<b>6,000</b>
<b><u>Contractual Expenditures</u></b>					
340 Consultant Costs	35,000	7,585	35,000	-	-
350 Contractual Services	40,000	23,268	40,000	-	-
350-01 Park Maintenance	170,000	104,751	230,000	60,000	60,000
351 Concert Series (formerly 725)	45,000	17,881	35,000	(10,000)	(10,000)
352 Movie Nights	-	-	-	-	-
	<b>290,000</b>	<b>153,485</b>	<b>340,000</b>	<b>50,000</b>	<b>50,000</b>
<b><u>Capital Expenditures</u></b>					
425 Machinery & Equipment	-	-	-	-	-
	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>Special Projects</u></b>					
715 Founders Day	45,000	6,234	45,000	-	-
720 Art Festival	35,000	1,336	40,000	5,000	5,000
736 Farmers Market	20,000	10,413	20,000	-	-
737 BBQ Bash	26,500	-	26,500	-	-
738 Municipal Events	-	-	-	-	-
739 Community Garden	13,000	12,911	15,000	2,000	2,000
740 Pond Athletic Assoc. Donation	10,000	-	10,000	-	-
	<b>149,500</b>	<b>30,894</b>	<b>156,500</b>	<b>7,000</b>	<b>7,000</b>
<b>Total Parks</b>	<b>801,994</b>	<b>351,491</b>	<b>852,994</b>	<b>51,000</b>	<b>51,000</b>

**NOTES TO EXPENDITURES**

Object #:	1	Account #:	10-5-10-140-00	Title:	<b>Employee Health Benefits</b>
Benefits for new personnel were conservatively budgeted. Premiums for actual hires are less than budgeted.					
Budget Increase/(Decrease) Requested: (\$12,000)					

Object #:	2	Account #	10-5-40-208-00	Title:	<b>Equipment Leasing</b>
Funding increase related to portable restroom facilities and wash stations for special events, along with a total of four (4) of them being permanently placed at Al Foster Memorial Trailhead and Old Pond School Park. Anniversary Park also has two (2) of these facilities during the winter months. Additionally, until the pavilion opened at Community Park, it had two (2) facilities associated with it at all times. This account also includes the maintenance of these facilities.					
Budget Increase/(Decrease) Requested: \$3,000					

Object #:	3	Account #	10-5-40-220-00	Title:	<b>Maintenance Building</b>
The amount initially budgeted for 2016 will not be needed, based upon mid-year projections.					
Budget Increase/(Decrease) Requested: (\$1,000)					

Object #:	4	Account #	10-5-40-269-00	Title:	<b>Supplies Recreation</b>
Events have increased in participation leading to a rise in expenditures related to this account. For example, 2016 represented the first year the Frozen Feet Half-Marathon reached its maximum registration of over 325 participants.					
Budget Increase/(Decrease) Requested: \$5,000					

Object #:	5	Account #	10-5-40-291-00	Title:	<b>Machinery &amp; Equipment Under \$5K</b>
The Department does not anticipate allocating the total amount set aside in this account for 2016.					
Budget Increase/(Decrease) Requested: (\$1,000)					

Object #:	6	Account #	10-5-40-350-01	Title:	<b>Park Maintenance</b>
Floods (December and early January), rain, wind, storms, and snow removal, generally at the start of the year, and this summer, have added costs to this account.					
Budget Increase/(Decrease) Requested: \$60,000					

Object #:	7	Account #	10-5-40-350-01	Title:	<b>Concert Series</b>
The City is hosting one (1) less concert in 2016 than last year.					
Budget Increase/(Decrease) Requested: (\$10,000)					

Object #:	8	Account #	10-5-40-720-00	Title:	<b>Art Festival</b>
The Art Festival is one (1) of nine (9) major events held this weekend and, collectively, this number of activities is dictating more equipment, advertising, and professional services.					
Budget Increase/(Decrease) Requested: \$5,000					

Object #:	9	Account #	10-5-40-739-00	Title:	<b>Community Garden</b>
Given the desire of City Council to fulfill as many requests from residents to participate at the garden, the Department added approximately twenty (20) garden plots in 2016, along with re-introducing the Garden Buddies Program (education program for small children) this year as well.					
Budget Increase/(Decrease) Requested: \$2,000					

**City of Wildwood  
Mid-Year 2016**

**(50) Planning  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference From Budget</b>	<b>Recommend Amend.</b>
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	487,225	242,263	487,225	-	-
106 Part-Time	19,800	3,920	11,800	(8,000)	(8,000)
110 Overtime	10,000	2,977	10,000	-	-
120 FICA	39,553	18,564	39,553	-	-
140 Employee Health Benefits	132,381	52,162	122,381	(10,000)	(10,000)
142 Insurance (Life & Disability)	5,007	2,230	5,007	-	-
144 Pension Expense	40,027	15,266	35,027	(5,000)	(5,000)
180 Worker's Compensation	21,198	7,143	17,198	(4,000)	(4,000)
	<u>755,191</u>	<u>344,525</u>	<u>728,191</u>	<u>(27,000)</u>	<u>(27,000)</u>
<b><u>Operating Expenditures</u></b>					
202 Computer Supplies	2,500	-	2,500	-	-
204 Dues/Memberships	5,000	1,440	3,500	(1,500)	(1,500)
208 Equipment Leasing	15,200	5,799	12,000	(3,200)	(3,200)
224 Maintenance - Vehicles	7,000	1,312	7,000	-	-
230 Miscellaneous	3,500	683	3,500	-	-
240 Postage	20,000	4,431	15,000	(5,000)	(5,000)
242 Printing Expense	8,000	1,499	10,000	2,000	2,000
244 Public Notices	8,000	1,581	8,000	-	-
246 Publications	250	-	250	-	-
250 REJIS	1,000	113	1,000	-	-
262 Service Contracts	4,000	-	4,000	-	-
263 Abatements	35,000	17,381	45,000	10,000	10,000
264 Special Events	2,500	1,673	2,500	-	-
266 Supplies - General	7,500	844	5,000	(2,500)	(2,500)
268 Supplies - Office	3,000	1,379	3,000	-	-
270 Training	3,000	166	3,000	-	-
274 Travel	2,000	461	2,000	-	-
282 Utilities - Telephone	13,000	3,687	13,000	-	-
291 Machinery/Equipment Under \$5K	4,500	300	3,000	(1,500)	(1,500)
292 Furniture/Fixtures Under \$5K	3,500	-	3,500	-	-
293 Computer Equipment Under \$5K	11,600	4,210	10,000	(1,600)	(1,600)
	<u>160,050</u>	<u>46,957</u>	<u>156,750</u>	<u>(3,300)</u>	<u>(3,300)</u>
<b><u>Contractual Expenditures</u></b>					
340 Consultant Costs	22,500	27,862	50,000	27,500	27,500
350 Contractual Services	55,000	16,253	45,000	(10,000)	(10,000)
	<u>77,500</u>	<u>44,115</u>	<u>95,000</u>	<u>17,500</u>	<u>17,500</u>
<b><u>Capital Expenditures</u></b>					
	-	-	-	-	-
	-	-	-	-	-
<b><u>Special Projects</u></b>					
740 Commissions	8,500	2,495	8,500	-	-

**City of Wildwood  
Mid-Year 2016**

**(50) Planning  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference From Budget</b>	<b>Recommend Amend.</b>
745 Master Plan Update	10,000	7,235	8,000	(2,000)	(2,000)
750 Annual Calendar	22,000	-	22,000	-	-
755 Website Upgrade	-	-	-	-	-
756 Town Center Planning Charrette	15,000	-	10,000	(5,000)	(5,000)
757 Strecker Forest Environmental Assessment	30,000	9,104	30,000	-	-
758 Internet Demo Project	-	-	-	-	-
759 Green Infrastructure Strategy Plan	-	-	-	-	-
761 Hazardous Tree Inventory	14,000	-	14,000	-	-
762 Historical Properties Survey	-	-	-	-	-
	99,500	18,834	92,500	(7,000)	(7,000)
<b>Total Planning</b>	<b>1,092,241</b>	<b>454,431</b>	<b>1,072,441</b>	<b>(19,800)</b>	<b>(19,800)</b>

**NOTES TO EXPENDITURES**

Object #:	1	Account #:	10-5-50-106-00	Title:	Part-time Salaries
Did not hire an Intern.					
Budget Increase/(Decrease) Requested: (\$8,000)					

Object #:	2	Account #	10-5-50-140-00	Title:	Employee Health Benefits
Benefits for new personnel were conservatively budgeted. Premiums for actual hires are less than budgeted.					
Budget Increase/(Decrease) Requested: (\$10,000)					

Object #:	3	Account #	10-5-50-144-00	Title:	Pension
Delayed pension obligations, as a result of staff change.					
Budget Increase/(Decrease) Requested: (\$5,000)					

Object #:	4	Account #	10-5-50-180-00	Title:	Workers Comp
Worker's compensation premiums were conservatively estimated. Actual premiums should result in lower expense.					
Budget Increase/(Decrease) Requested: (\$4,000)					

Object #:	5	Account #	10-5-50-204-00	Title:	Dues/Memberships
Increases in costs associated with participation in the American Planning Association (APA) and Congress of New Urbanism (CNU) were not as great in 2016, as anticipated, or experienced in past years.					
Budget Increase/(Decrease) Requested: (\$1,500)					

Object #:	6	Account #	10-5-50-208-00	Title:	Equipment Leasing
Demand for temporary equipment was less than anticipated.					
Budget Increase/(Decrease) Requested: (\$3,200)					

Object #:	7	Account #	10-5-50-240-00	Title:	Postage
Mailings, despite the Master Plan process, have not been as substantial as planned or needed.					
Budget Increase/(Decrease) Requested: (\$5,000)					

Object #:	8	Account #	10-5-50-242-00	Title:	Printing
With the completion of the Master Plan Update, the printing of the new version will be completed this year.					
Budget Increase/(Decrease) Requested: \$2,000					

Object #:	9	Account #	10-5-50-263-00	Title:	Abatements
The Department is anticipating the City will be removing a nuisance dwelling on Wild Horse Creek Road. Additionally, this account was used by the Department for flood damages and cleanup at the start of 2016.					
Budget Increase/(Decrease) Requested: \$10,000					

Object #:	10	Account #	10-5-50-266-00	Title:	Supplies General
Demand for these supplies was less than anticipated.					
Budget Increase/(Decrease) Requested: (\$2,500)					

Object #:	11	Account #	10-5-50-291-00	Title:	Machinery & Equipment Under \$5K
Demand for machinery and equipment was less than anticipated.					
Budget Increase/(Decrease) Requested: (\$1,500)					

Object #:	12	Account #	10-5-50-293-00	Title:	Computer Equipment Under \$5K
Demand for computer equipment was less than anticipated.					
Budget Increase/(Decrease) Requested: (\$1,600)					

Object #:	13	Account #	10-5-50-340-00	Title:	Consultant Costs
The Department of Planning, given the amount of development interest in Town Center, particularly for residential units, has used consultants more for the City's mandatory zoning and subdivision processes than in past years.					
Budget Increase/(Decrease) Requested: \$27,500					

Object #:	14	Account #	10-5-50-350-00	Title:	Contractual Services
The Department, other than the Master Plan Update process, did not have other major projects this year, which demanded the use of consultants in this regard.					
Budget Increase/(Decrease) Requested: (\$10,000)					

Object #:	15	Account #	10-5-50-745-00	Title:	Master Plan Update
The use of consultants for this project was less than anticipated.					
Budget Increase/(Decrease) Requested: (\$2,000)					

Object #:	16	Account #	10-5-50-756-00	Title:	Town Center Planning Charrette
The Architectural Review Board members agreed to complete some of this project themselves, which saved the City an expenditure of funds in this regard.					
Budget Increase/(Decrease) Requested: (\$5,000)					

**City of Wildwood  
Mid-Year 2016**

**(60) Police  
Expenditure Detail**

<b>General Fund (10)</b>	<b>Current Budget 2016</b>	<b>6 mos. Actual</b>	<b>Projected Year-End</b>	<b>Difference from Budget</b>	<b>Recommend Amend.</b>
<b><u>Operating Expenditures</u></b>					
210 Facilities	-	-	-	-	-
222 Maintenance - Equipment	500	-	500	-	-
230 Miscellaneous	2,250	-	2,250	-	-
280 Utilities - Electric	-	-	-	-	-
282 Utilities - Telephone	-	-	-	-	-
285 Utilities - Cable TV	750	402	750	-	-
	<u>3,500</u>	<u>402</u>	<u>3,500</u>	<u>-</u>	<u>-</u>
<b><u>Contractual Expenditures</u></b>					
350 Contractual Services	3,104,010	1,552,005	3,104,010	-	-
350-01 City Event Overtime	30,000	1,153	30,000	-	-
350-02 Cleaning	7,800	2,442	7,800	-	-
	<u>3,141,810</u>	<u>1,555,600</u>	<u>3,141,810</u>	<u>-</u>	<u>-</u>
<b><u>Capital Expenditures</u></b>					
425 Machinery & Equipment	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Police Services</b>	<b><u>3,145,310</u></b>	<b><u>1,556,002</u></b>	<b><u>3,145,310</u></b>	<b><u>-</u></b>	<b><u>-</u></b>

**City of Wildwood  
Mid-Year 2016**

**(70) Public Works  
Expenditure Detail**

<b>General Fund (10)</b>	Current Budget 2016	6 mos Actual	Projected Year-End	Difference From Budget	Recommend Amend.
<b><u>Personnel Expenditures</u></b>					
101 Regular Salaries	323,479	161,569	323,479	-	-
106 Part-Time	49,800	9,503	41,800	(8,000)	(8,000)
110 Overtime	7,800	2,448	7,800	-	-
120 FICA	29,153	13,107	29,153	-	-
140 Employee Health Benefits	93,706	46,055	93,706	-	-
142 Insurance (Life & Disability)	2,941	1,326	2,941	-	-
144 Pension Expense	26,668	12,106	26,668	-	-
180 Worker's Compensation	21,671	6,659	17,671	(4,000)	(4,000)
190 Other Payroll Expense	-	-	-	-	-
	<u>555,218</u>	<u>252,773</u>	<u>543,218</u>	<u>(12,000)</u>	<u>(12,000)</u>
<b><u>Operating Expenditures</u></b>					
202 Computer Supplies	1,000	-	1,000	-	-
204 Dues/Memberships	1,600	205	1,600	-	-
208 Equipment Leasing	11,884	5,442	11,884	-	-
224 Maintenance - Vehicles	8,000	1,431	8,000	-	-
230 Miscellaneous	500	35	500	-	-
240 Postage	4,000	3,081	4,000	-	-
242 Printing Expense	500	93	500	-	-
244 Public Notices	500	-	500	-	-
246 Publications	500	67	500	-	-
266 Supplies - General	1,000	731	1,000	-	-
268 Supplies - Office	1,000	13	1,000	-	-
270 Training	3,000	112	3,000	-	-
272 Tools	500	251	500	-	-
274 Travel	3,500	-	3,500	-	-
276 Traffic Signals & Street Lights	35,000	19,646	35,000	-	-
282 Utilities - Telephone	6,000	2,165	6,000	-	-
291 Machinery/Equipment Under \$5K	1,000	-	1,000	-	-
292 Furniture/Fixtures Under \$5K	1,000	-	1,000	-	-
293 Computer Equipment Under \$5K	2,300	1,326	2,300	-	-
	<u>82,784</u>	<u>34,599</u>	<u>82,784</u>	<u>-</u>	<u>-</u>
<b><u>Contractual Expenditures</u></b>					
350-01 Animal Removal	5,000	1,400	5,000	-	-
350-02 Roadside Mowing	70,000	15,627	70,000	-	-
350-05 Landscaping	40,000	9,070	40,000	-	-
350-06 Tree Removal	45,000	29,722	45,000	-	-
350-08 Tree Trimming	65,000	7,097	65,000	-	-
350-09 Misc R-O-W	15,000	6,163	15,000	-	-
	<u>240,000</u>	<u>69,079</u>	<u>240,000</u>	<u>-</u>	<u>-</u>

**City of Wildwood  
Mid-Year 2016**

**(70) Public Works  
Expenditure Detail**

<b>General Fund (10)</b>	Current Budget 2016	6 mos Actual	Projected Year-End	Difference From Budget	Recommend Amend.
<b><u>Contractual Expenditures (continued)</u></b>					
<b>Street Maintenance</b>					
350-11 Asphalt Patching	120,000	53,659	120,000	-	-
350-21 Crack & Joint Sealing	75,000	15,060	75,000	-	-
350-22 Street Sweeping	15,000	-	15,000	-	-
350-27 Pavement Marking	60,000	3,168	60,000	-	-
350-30 Guardrails	10,000	20,643	40,000	30,000	30,000
	<u>280,000</u>	<u>92,530</u>	<u>310,000</u>	<u>30,000</u>	<u>30,000</u>
<b>Snow Removal</b>					
350-31 Snow and Ice Removal	440,000	233,583	440,000	-	-
350-33 Salt	250,000	52,451	162,000	(88,000)	(88,000)
	<u>690,000</u>	<u>286,034</u>	<u>602,000</u>	<u>(88,000)</u>	<u>(88,000)</u>
<b>Storm Water</b>					
350-42 Culvert Cleaning	10,000	3,228	20,000	10,000	10,000
350-44 Ditching	15,000	8,714	25,000	10,000	10,000
350-45 Shoulder Maintenance	-	-	-	-	-
	<u>25,000</u>	<u>11,942</u>	<u>45,000</u>	<u>20,000</u>	<u>20,000</u>
<b>Traffic Control</b>					
350-51 Barricade Rental	1,000	-	1,000	-	-
350-55 Traffic Control Signs	35,000	31,231	60,000	25,000	25,000
	<u>36,000</u>	<u>31,231</u>	<u>61,000</u>	<u>25,000</u>	<u>25,000</u>
350-64 Bridge Maintenance	15,000	10,548	25,000	10,000	10,000
350-65 Emergency ROW Repairs	25,000	28,866	40,000	15,000	15,000
350-68 Mosquito Control	7,500	-	7,500	-	-
350-70 Inspection Services	15,000	2,600	15,000	-	-
	<u>62,500</u>	<u>42,014</u>	<u>87,500</u>	<u>25,000</u>	<u>25,000</u>
	<u>1,333,500</u>	<u>532,828</u>	<u>1,345,500</u>	<u>12,000</u>	<u>12,000</u>
<b><u>Capital Expenditures</u></b>					
	-	-	-	-	-
	-	-	-	-	-
<b><u>Special Projects</u></b>					
761 Special Projects	-	-	-	-	-
	-	-	-	-	-
<b>Total Public Works</b>	<b>1,971,502</b>	<b>820,200</b>	<b>1,971,502</b>	<b>-</b>	<b>-</b>

NOTES TO EXPENDITURES

Object #:	1	Account #:	10-5-70-106-00	Title:	Part-Time Salaries
Did not hire Intern.					
Budget Increase/(Decrease) Requested: (\$8,000)					

Object #:	2	Account #:	10-5-70-180-00	Title:	Workers Comp
Actual expenses anticipated to be less than budgeted.					
Budget Increase/(Decrease) Requested: (\$4,000)					

Object #:	3	Account #:	10-5-70-350-30	Title:	Guardrails
Actual expenses anticipated to exceed budgeted estimate due to vehicular accident and safety concerns from inspections and identified areas lacking guardrail.					
Budget Increase/(Decrease) Requested: \$30,000					

Object #:	4	Account #:	10-5-70-350-33	Title:	Salt
Budget line item decrease resulting from reducing salt order in spring 2016 due to mild winter.					
Budget Increase/(Decrease) Requested: (\$100,000)					

Object #:	5	Account #:	10-5-70-350-42	Title:	Culvert Cleaning
Actual expenses anticipated to exceed budgeted estimate due to additional culverts needing maintenance.					
Budget Increase/(Decrease) Requested: \$10,000					

Object #:	6	Account #:	10-5-70-350-44	Title:	Ditching
Actual expenses anticipated to exceed budgeted estimate due to additional ditching needed on our rural roadways.					
Budget Increase/(Decrease) Requested: \$10,000					

Object #:	7	Account #	10-5-70-350-55	Title:	Traffic Control Signs
Actual expenses anticipated to exceed budgeted estimate due to many signs identified not being reflective and needing to be replaced.					
Budget Increase/(Decrease) Requested: \$25,000					

Object #:	8	Account #	10-5-70-350-64	Title:	Bridge Maintenance
Actual expenses anticipated to exceed budgeted estimate due to recommended bridge maintenance needs.					
Budget Increase/(Decrease) Requested: \$10,000					

Object #:	9	Account #	10-5-70-350-65	Title:	Emergency ROW Repairs
Actual expenses anticipated to exceed budgeted estimate due to previous emergency repairs (i.e. flood damage) and the possibility of additional emergency work.					
Budget Increase/(Decrease) Requested: \$15,000					

**City of Wildwood  
Fiscal 2016 Budget  
Mid-Year**

**Capital Improvement Sales Tax Fund**

**Combined Statement of Revenues, Expenditures, and Changes in Fund Balance**

	Current Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amended Budget 2016
<b>Beginning Fund Balances</b>				
	Estimated	Actual	Actual	Actual
	7,261,714	7,893,294	7,893,294	7,893,294
<b>Revenues</b>				
1/2 cent Capital Improvement Sales Tax	2,233,000	1,196,637	2,390,000	2,233,000
Interest	5,000	10,012	18,000	5,000
<b>Subtotal</b>	<b>2,238,000</b>	<b>1,206,649</b>	<b>2,408,000</b>	<b>2,238,000</b>
Federal/State Grants	950,000	-	950,000	950,000
Other Income	-	-	-	-
<b>Total Revenue</b>	<b>3,188,000</b>	<b>1,206,649</b>	<b>3,358,000</b>	<b>3,188,000</b>
<b>Other Financing Sources</b>				
Interfund Transfers In (Out) City Hall Project Func	-	-	-	-
Other Sources	-	-	-	-
<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Revenue and Other Financing Sources</b>				
	3,188,000	1,206,649	3,358,000	3,188,000
<b>Expenditures</b>				
Park Development	5,885,000	108,939	5,795,000	5,795,000
Other Capital Investment	125,000	5,073	125,000	125,000
<b>Total Expenditures</b>	<b>6,010,000</b>	<b>114,013</b>	<b>5,920,000</b>	<b>5,920,000</b>
<b>Total Revenues and Other Financing Sources Over (Under) Expenditures</b>				
	<b>(2,822,000)</b>	<b>1,092,636</b>	<b>(2,562,000)</b>	<b>(2,732,000)</b>
Prior Year Encumbrance	-	(4,928)	(106,441)	(106,441)
Current Year Encumbrance	-	-	-	-
<b>Total Encumbrance Adjustment</b>	<b>-</b>	<b>(4,928)</b>	<b>(106,441)</b>	<b>(106,441)</b>
<b>Ending Fund Balances</b>				
	4,439,714	8,981,002	5,224,853	5,054,853

**City of Wildwood  
Fiscal Year 2016 Budget**

**2016 Capital Improvement Sales Tax Fund Projects  
Mid-Year Actual and Projected Year-End**

		Source Funds	FY 2016 Budget	FY 2016 6 Month YTD Actual	Prior Year Adj	FY 2016 6 Month Actual Less PY Adj	FY 2016 Estimated Year-End	Difference From Budget	Recomm. Amend.
<b>Planned Project Expenditures</b>									
<b>Parks &amp; Trails Development</b>									
40-480-07	Property Acquisitions	Local	900,000	1,114	-	1,114	500,000	(400,000)	(400,000)
40-480-11	Al Foster Trailhead Improvements - Construction	Local	450,000	22,076	-	22,076	525,000	75,000	75,000
40-480-21	Homestead Trail Design/Engineering and Improvements	Local	50,000	-	-	-	50,000	-	-
40-480-32	Wildwood Greenway - Phase VI - Construction	Local/Grant	350,000	-	-	-	-	(350,000)	(350,000)
40-480-33	Pedestrian Bridge Over Route 100, at Eatherton Road - Co	Local/Grant	1,200,000	2,738	2,738	-	1,550,000	350,000	350,000
40-480-34	Kohn Park Repairs	Local	50,000	-	-	-	100,000	50,000	50,000
40-480-35	Old Pond School Repairs	Local	10,000	-	-	-	10,000	-	-
40-480-38	Capital Equipment/Facilities Purchase/Replacement	Local	50,000	58,842	-	58,842	75,000	25,000	25,000
40-480-39	Monarch Levee Trailhead	Local/Grant	200,000	-	-	-	200,000	-	-
40-480-41	Community Park - Phase II - Construction	Local/Grant	700,000	17,447	2,190	15,257	800,000	100,000	100,000
40-480-42	Community Park - Phase III - Design and Engineering	Local	150,000	10,246	-	10,246	150,000	-	-
40-480-44	Boardwalk Trail Between Mobil-On-The-Run and Pedestrian	Local	330,000	-	-	-	330,000	-	-
40-480-45	Future Trail Development - Design	Local	150,000	-	-	-	150,000	-	-
40-480-47	Future Trail Development - Construction	Local	1,000,000	-	-	-	1,000,000	-	-
40-480-48	Trail Resurfacing	Local	100,000	-	-	-	250,000	150,000	150,000
40-480-49	Restroom Facilities - Old Pond School	Local	120,000	-	-	-	-	(120,000)	(120,000)
40-480-50	Athletic Field Planning and Development	Local	50,000	-	-	-	50,000	-	-
40-480-46	Bellevue Farms	Local/Grant	25,000	1,405	-	1,405	55,000	30,000	30,000
<b>Sub Total - Parks and Trails Development</b>			<b>5,885,000</b>	<b>113,868</b>	<b>4,928</b>	<b>108,939</b>	<b>5,795,000</b>	<b>(90,000)</b>	<b>(90,000)</b>
<b>Other Capital Investment</b>									
40-490-05	Great Streets Project(s)	Local	50,000	-	-	-	50,000	-	-
70-480-20	Vehicle Replacement / Purchase	Local	25,000	-	-	-	25,000	-	-
70-480-34	Rural Internet Access Project	Local	50,000	5,073	-	5,073	50,000	-	-
<b>Sub Total - Other Capital Investment</b>			<b>125,000</b>	<b>5,073</b>	<b>-</b>	<b>5,073</b>	<b>125,000</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>			<b>6,010,000</b>	<b>118,941</b>	<b>4,928</b>	<b>114,013</b>	<b>5,920,000</b>	<b>(90,000)</b>	<b>(90,000)</b>

**City of Wildwood  
Mid-Year 2016**

**(17) Capital Improvement Sales Tax Fund**

Object #:	1	Account #:	17-5-40-480-07	Title:	Property Acquisitions
The PEP Committee has been considering a number of potential acquisitions over 2016, but only a couple of options remain at this juncture, none of which will require the budgeted amount in this account.					
Budget Increase/(Decrease) Requested: (\$400,000)					

Object #:	2	Account #	17-5-40-480-11	Title:	Al Foster Trailhead Improvements
The Department is anticipating additional costs, given the need to maintain the current parking area functional, while work is underway, along with change orders for unknown conditions.					
Budget Increase/(Decrease) Requested: \$75,000					

Object #:	3	Account #	17-5-40-480-32	Title:	Wildwood Greenway Ph VI Const
The project will not be bid this year, so it can be reviewed as part of next year's budget discussions starting this fall.					
Budget Increase/(Decrease) Requested: (\$350,000)					

Object #:	4	Account #	17-5-40-480-33	Title:	Ped Bridge over Route 100
The amount of this increase reflects City Council's action in approving a contract for its installation at tonight's meeting (August 22, 2016).					
Budget Increase/(Decrease) Requested: \$350,000					

Object #:	5	Account #	17-5-40-480-34	Title:	Kohn Park Repairs
With the work completed on South Eatherton Road, the Department would like to address the water drainage problem at the park and the installation of the new sign.					
Budget Increase/(Decrease) Requested: \$50,000					

Object #:	6	Account #	17-5-40-480-38	Title:	Cap Equip/Facilities Purchase/Repl
The Department has added additional swings at Community Park, as directed by City Council, along with new trash receptacles at other locations in Wildwood, including Town Center.					
Budget Increase/(Decrease) Requested: \$25,000					

Object #:	7	Account #	17-5-40-480-41	Title:	Community Park PH2 Construction
The Department is anticipating additional utility location costs associated with this project and change orders from unknown conditions.					
Budget Increase/(Decrease) Requested: \$100,000					

Object #:	8	Account #	17-5-40-480-48	Title:	Trail Resurfacing
The Department received a bid from the City's contractor in this regard. The bid indicated a major cost item for consideration.					
Budget Increase/(Decrease) Requested: \$150,000					

Object #:	9	Account #	17-5-40-480-49	Title:	Restrooms – Old Pond School
The PEP Committee recommended no action on this matter at a meeting in Spring 2016.					
Budget Increase/(Decrease) Requested: (\$120,000)					

Object #:	10	Account #	17-5-40-480-46	Title:	Belleview Farms
The Concept Plan is nearing completion and the Department would like to engage a consultant to complete design and engineering work at this facility for a list of required improvements, under the City's lease agreement with St. Louis County, Missouri.					
Budget Increase/(Decrease) Requested: \$30,000					

**City of Wildwood  
Fiscal 2016 Budget  
Mid-Year  
Road and Bridge Fund  
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance**

	Original/Current Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amended Budget 2016
<b>Beginning Fund Balances</b>				
	Estimated	Actual	Actual	Actual
	4,098,631	4,504,246	4,504,246	4,504,246
<b>Revenues</b>				
Motor Fuel/Gas Tax	1,259,375	686,955	1,375,000	1,259,375
Road & Bridge Tax	987,350	293,767	987,350	987,350
Interest	10,000	5,092	10,000	10,000
<b>Subtotal</b>	<u>2,256,725</u>	<u>985,814</u>	<u>2,372,350</u>	<u>2,256,725</u>
Federal/State Grants	2,024,000	103,522	2,024,000	2,024,000
Other Income	-	-	-	-
<b>Total Revenue</b>	<u>4,280,725</u>	<u>1,089,337</u>	<u>4,396,350</u>	<u>4,280,725</u>
<b>Other Financing Sources</b>				
Interfund Transfers In (Out) From Capital Imp Sales Tax Fun	-	-	-	-
Interfund Transfers In (Out) From Special Escrows	-	-	-	-
Interfund Transfers In (Out) From Special Revenue Fund	-	-	-	-
Other Sources	-	-	-	-
<b>Total Other Financing Sources</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Revenue and Other Financing Sources</b>				
	4,280,725	1,089,337	4,396,350	4,280,725
<b>Expenditures</b>				
Roadway Improvements	2,180,000	157,645	2,155,000	2,155,000
Bridge Reconstruction	1,330,000	21,096	1,330,000	1,330,000
Capital Maintenance	2,010,000	906,485	2,010,000	2,010,000
Other Capital Investment	552,000	27,879	577,000	577,000
<b>Total Expenditures</b>	<u>6,072,000</u>	<u>1,113,106</u>	<u>6,072,000</u>	<u>6,072,000</u>
<b>Total Revenues and Other Financing Sources Over (Under) Expenditures</b>				
	<b>(1,791,275)</b>	<b>(23,769)</b>	<b>(1,675,650)</b>	<b>(1,791,275)</b>
Prior Year Encumbrance	(389,000)	(235,654)	(758,385)	(758,385)
Current Year Encumbrance	-	-	-	-
<b>Total Encumbrance Adjustment</b>	<u>(389,000)</u>	<u>(235,654)</u>	<u>(758,385)</u>	<u>(758,385)</u>
<b>Ending Fund Balances</b>				
	1,918,356	4,244,822	2,070,211	1,954,586

City of Wildwood  
Fiscal Year 2016 Budget

2016 Road Bridge Fund Projects  
Mid-Year Actual and Projected Year-End

		Source Funds	FY 2016 Budget	FY 2016 6 Month YTD Actual	Prior Year Adj	FY 2016 6 Month Actual Less Adj	FY 2016 Estimated Year-End	Difference From Budget	Recomm. Amend.
<b>Planned Project Expenditures</b>									
<b>Roadway Improvements</b>									
70-460-07	Other Roadway Improvement Projects	Local	25,000	20,600	-	20,600	50,000	25,000	25,000
70-460-14	Traffic Safety Improvements	Local	65,000	-	-	-	65,000	-	-
70-460-15	Manchester Road Bike Lanes - Construction	Local/Grant	1,200,000	125,045	-	125,045	1,250,000	50,000	50,000
70-460-16	Rt 109 Roundabout Eastbound Rt 100 Ramps-Design	Local	-	49,573	49,573	-	-	-	-
70-460-17	Manchester Road Streetscape Phase 3 - Right of Way	Local	90,000	-	-	-	90,000	-	-
70-460-18	Route 109 Roundabouts and Bridge - Design	Local	550,000	-	-	-	550,000	-	-
70-460-19	Eatherton Road Reconstruction - Preliminary Design	Local	125,000	-	-	-	125,000	-	-
70-460-20	Pond-Grover Loop Road Extension and Traffic Calming - Preliminary I	Local	125,000	12,000	-	12,000	25,000	(100,000)	(100,000)
<b>Sub Total - Roadway Improvements</b>			<b>2,180,000</b>	<b>207,218</b>	<b>49,573</b>	<b>157,645</b>	<b>2,155,000</b>	<b>(25,000)</b>	<b>(25,000)</b>
<b>Bridge Reconstruction</b>									
70-470-60	Fox Creek Road Bridge #336 Replacement - Design	Local/Grant	-	6,179	6,179	-	-	-	-
70-470-61	Woods Road Bridge #348 Replacement - Design	Local/Grant	-	7,182	7,182	-	-	-	-
70-470-62	Woods Road Bridge #348 Replacement - Construction	Local/Grant	700,000	-	-	-	635,000	(65,000)	(65,000)
70-470-63	Fox Creek Road Bridge #336 Replacement - Construction	Local/Grant	610,000	21,096	-	21,096	675,000	65,000	65,000
70-470-64	Wild Horse Creek Bridge #392 - Design	Local/Grant	-	10,026	10,026	-	-	-	-
70-470-65	Bouquet Rd Brdg #353 Design	Local/Grant	-	46,984	46,984	-	-	-	-
70-470-66	Eatherton Rd Bridge Design	Local/Grant	-	22,766	22,766	-	-	-	-
70-470-67	Strecker Rd Bridge Design	Local/Grant	-	43,192	43,192	-	-	-	-
70-470-68	Wild Horse Creek Bridge #392 - Right-of-way	Local/Grant	20,000	-	-	-	20,000	-	-
<b>Sub Total - Bridge Reconstruction</b>			<b>1,330,000</b>	<b>157,425</b>	<b>136,329</b>	<b>21,096</b>	<b>1,330,000</b>	<b>-</b>	<b>-</b>
<b>Capital Maintenance</b>									
70-490-01	Asphalt Pavement Resurfacing	Local	950,000	4,142	-	4,142	950,000	-	-
70-490-02	Concrete Pavement Replacement	Local	910,000	861,857	-	861,857	910,000	-	-
70-490-05	Storm Drainage Structure Replacement	Local	50,000	-	-	-	50,000	-	-
70-490-06	Sidewalk Replacement	Local	100,000	40,486	-	40,486	100,000	-	-
<b>Sub Total - Capital Maintenance</b>			<b>2,010,000</b>	<b>906,485</b>	<b>-</b>	<b>906,485</b>	<b>2,010,000</b>	<b>-</b>	<b>-</b>
<b>Other Capital Investment</b>									
70-480-21	Other Engineering Services	Local	75,000	31,237	8,658	22,579	100,000	25,000	25,000
70-480-13	Salt Storage Facility - Design	Local	27,000	5,300	-	5,300	27,000	-	-
70-480-11	Salt Storage Facility - Construction	Local	450,000	-	-	-	450,000	-	-
70-480-27	Manchester Rd Streetscape III Design	Local	-	41,095	41,095	-	-	-	-
<b>Sub Total - Other Capital Investment</b>			<b>552,000</b>	<b>77,631</b>	<b>49,752</b>	<b>27,879</b>	<b>577,000</b>	<b>25,000</b>	<b>25,000</b>
<b>Total Expenditures</b>			<b>6,072,000</b>	<b>1,348,760</b>	<b>235,654</b>	<b>1,113,106</b>	<b>6,072,000</b>	<b>-</b>	<b>-</b>

**City of Wildwood  
Mid-Year 2016**

**(18) Capital Road & Bridge Fund**

Object #:	1	Account #:	18-5-70-460-07	Title:	Other Roadway Imp Projects
Increase due to implementation of additional planned projects.					
Budget Increase/(Decrease) Requested: \$25,000					

Object #:	2	Account #:	18-5-70-460-15	Title:	Manchester Rd Bike Lane Const.
Increase necessary due to the fact that project bids were higher than the budget amount.					
Budget Increase/(Decrease) Requested: \$50,000					

Object #:	3	Account #:	18-5-70-460-20	Title:	Pond Grover Loop Ext Traffic Calm
Decrease due to project being cancelled due to action of the City Council. (Note that implementation of a trail would fall under the Department of Parks.)					
Budget Increase/(Decrease) Requested: (\$100,000)					

Object #:	4	Account #:	18-5-70-470-62	Title:	Wood Rd Bridge #348 Replace Const.
Decrease due to the fact that project construction cost estimate is less than the budget amount.					
Budget Increase/(Decrease) Requested: (\$65,000)					

Object #:	5	Account #:	18-5-70-470-62	Title:	Fox Creek Bridge #336 Replace Const.
Increase necessary due to the fact that project bids were higher than the budget amount.					
Budget Increase/(Decrease) Requested: \$65,000					

Object #:	6	Account #:	18-5-70-480-21	Title:	Other Engineering Services
Increase due to implementation of Town Center Sanitary Sewer study update.					
Budget Increase/(Decrease) Requested: \$25,000					

**City of Wildwood  
Fiscal 2016 Budget  
Mid-Year  
City Hall Project Fund  
Combined Statement of Revenues, Expenditures, and Changes in Fund Balance**

	Original/Current Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amended Budget 2016
<b>Beginning Fund Balances</b>				
	Estimated	Actual	Actual	Actual
	2,761,339	2,814,005	2,814,005	2,814,005
<b>Revenues</b>				
Interest	-	304	500	-
Other Income (Cornerstone Contributions)	-	-	-	-
<b>Subtotal</b>	-	304	500	-
<b>Total Revenue</b>	-	304	500	-
<b>Other Financing Sources</b>				
Transfer In (Out) General Fund	(171,339)	-	(175,080)	(174,580)
Transfer In (Out) CIP Sales Tax Fund	-	(304)	-	-
<b>Total Other Financing Sources</b>	(171,339)	(304)	(175,080)	(174,580)
<b>Total Revenue and Other Financing Sources</b>				
	(171,339)	-	(174,580)	(174,580)
<b>Expenditures</b>				
Insurance	-	-	-	-
Misc. Expense	-	-	-	-
Utilities - Electric	-	-	-	-
Acoustical Treatment	40,000	-	40,000	40,000
Emergency Generator	-	-	-	-
Landscape Enhancements	10,000	-	10,000	10,000
Architectural Design/LEED	-	-	-	-
LEED Commissioning	-	-	-	-
Construction	-	-	-	-
Permits/Inspection Fees	-	-	-	-
Debt Service (COPs Lease Payments)	-	-	-	-
Capitalized Interest Expense	-	-	-	-
Relocation/Set-up	-	-	-	-
Audio/Video Enhancements	10,000	699	10,000	10,000
Transfer Interest to Operating Account	-	-	-	-
<b>Total Expenditures</b>	60,000	699	60,000	60,000
<b>Total Revenues and Other Financing Sources Over (Under) Expenditures</b>				
	(231,339)	(699)	(234,580)	(234,580)
<b>Encumbrances</b>				
Prior Year Encumbrance	(2,530,000)	(2,579,425)	(2,579,425)	(2,579,425)
Current Year Encumbrance	-	-	-	-
<b>Total Encumbrance Adjustment</b>	(2,530,000)	(2,579,425)	(2,579,425)	(2,579,425)
<b>Ending Fund Balances</b>				
<b>Restricted Reserve (for Certificates of Participation)</b>	-	-	-	-
<b>Fund Balance (Excluding Restricted Reserve)</b>	-	233,881	-	-

\*Deposited with Trustee to be held as security for duration of Certificates amortization period. Refunded to the City at conclusion of Certificates amortization period.

**City of Wildwood  
Fiscal 2016 Budget Mid-Year Report  
Town Center Sewer Fund**

	Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amended Budget 2016
<b>Beginning Fund Balance</b>	Estimated 384,094	Audited 377,683	Audited 377,683	Audited 377,683
<b>Revenues</b>				
Interest Income	100	222	300	100
Special Assessments	124,755	1,027	124,755	124,755
Interest Payments	73,905	-	73,905	73,905
Other	-	-	-	-
<b>Total Revenues</b>	198,760	1,249	198,960	198,760
<b>Expenditures</b>				
Administrative & Legal	12,250	-	12,250	12,250
Principal	140,000	140,000	140,000	140,000
Interest Expense	18,675	9,556	18,675	18,675
<b>Total Expenditures</b>	170,925	149,556	170,925	170,925
<b>Revenue Over (Under) Expenditures</b>	27,835	(148,307)	28,035	27,835
Prior Year Encumbrance	-	-	-	-
Current Year Encumbrance	-	-	-	-
<b>Total Encumbrance Adjustment</b>	-	-	-	-
<b>Bond Payment Reserve</b>	164,113	164,113	164,113	164,113
<b>Ending Fund Balance</b>	247,815	65,263	241,605	241,405

**City of Wildwood  
Fiscal 2016 Budget Mid-Year Report  
East Traffic Generation Assessment Fund**

	<b>Current Budget 2016</b>	<b>Mid-Year Actual</b>	<b>Estimated Year-End</b>	<b>Proposed Amended Budget 2016</b>
<b>Beginning Fund Balance</b>	<b>Estimate</b> 76,566	<b>Audited</b> 82,867	<b>Audited</b> 82,867	<b>Audited</b> 82,867
<b>Revenues</b>				
TGA Revenues	25,000	74,616	80,000	25,000
Interest	100	159	250	100
<b>Total Revenue</b>	25,100	74,775	80,250	25,100
<b>Expenditures</b>				
Capital Outlay Expense Reimbursement	-	-	-	-
<b>Total Expenditures</b>	-	-	-	-
<b>Revenue Over (Under) Expenditures</b>	25,100	74,775	80,250	25,100
<b>Other Financing Sources</b>				
Interfund Transfers In (Out)	-	-	-	-
<b>Sub Total</b>	-	-	-	-
<b>Total Revenues and Other Financing Sources Over (Under) Expenditures</b>	25,100	74,775	80,250	25,100
<b>Ending Fund Balance</b>	<b>101,666</b>	<b>157,643</b>	<b>163,117</b>	<b>107,967</b>

**City of Wildwood  
Fiscal 2016 Budget Mid-Year Report  
West Traffic Generation Assessment Fund**

	Original Budget 2016	Mid-Year Actual	Estimated Year-End	Proposed Amended Budget 2016
<b>Beginning Fund Balance</b>	Estimate 81,054	Audited 82,162	Audited 82,162	Audited 82,162
<b>Revenues</b>				
TGA Revenues	10,000	2,425	10,000	10,000
Interest	100	107	100	100
<b>Total Revenue</b>	10,100	2,532	10,100	10,100
<b>Expenditures</b>				
<b>Total Expenditures</b>	-	-	-	-
<b>Revenue Over (Under) Expenditures</b>	10,100	2,532	10,100	10,100
<b>Other Financing Sources</b>				
Interfund Transfers In (Out)	-	-	-	-
<b>Sub Total</b>	-	-	-	-
<b>Total Revenues and Other Financing Sources Over (Under) Expenditures</b>	10,100	2,532	10,100	10,100
<b>Ending Fund Balance</b>	91,154	84,694	92,262	92,262

**AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET AND IMPROVEMENTS TO STATE ROUTE 109 (Wards - All)**

**WHEREAS**, Payne Family Homes, LLC (the “Developer”) is the owner under contract of an approximately 28.03 acre tract of land located within the City (the “Property”). Developer desires to develop the Property as a single-family residential subdivision consisting of one hundred four (104) detached single-family dwellings on individual lots with common ground and public space consistent with the Site Development Plan, prepared by The Sterling Co., dated 8-9-2016, referencing Job Number 14-04-126, revised as of 8-9-2016, a copy of which is on file in the office of the City Clerk and incorporated by reference herein (the “Site Development Plan”), such development of the Property to be known as “Main Street Crossing” (the “Development”); and

**WHEREAS**, The City Council of the City of Wildwood, Missouri (the “City Council”), on September 14, 2015, pursuant to Ordinance # 2116, approved the change of zoning of the Property from the NU Non-Urban Residence District to the R-4 7,500 Square Foot Residence District, Along with a Planned Residential Development Overlay District (PRD), and setting forth the terms and conditions of the change in zoning and the approval of the PRD. On August 22, 2016, pursuant to Ordinance # 2204, the City Council amended Ordinance # 2116 (Ordinance # 2116, as amended by Ordinance # 2204, hereinafter being collectively referred to as the “Site Specific Ordinance”). Pursuant to the Zoning Regulations of the City, the development of the Property must comply with the terms and conditions of the Site Specific Ordinance and must substantially comply with the Site Development Plan; and

**WHEREAS**, The Site Specific Ordinance sets forth certain terms and conditions for the development of the Property, including, but not limited to certain access and street improvements. Specifically, the Site Specific Ordinance requires that, as a condition of approval of the Development, Developer must construct, at Developers sole expense, the following street and access improvements:

1. Construction of Main Street, including associated streetscape and other improvements, from State Route 109 to Eatherton Road as more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Four Hundred Seventy-one Thousand Five Hundred Seventeen Dollars (\$1,471,517) (the “Main Street Improvements”); and
2. Construction of a roundabout at the intersection of Missouri State Route 109 and Main Street, including associated right-of-way improvements within the State

right-of-way, such improvements being more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Five Hundred Eighteen Thousand Two Hundred Twenty-five Dollars (\$1,518,225) (the “Route 109 Improvements”) (the “Main Street Improvements and the Route 109 Improvements hereinafter being collectively referred to as the “Street Improvements”); and

**WHEREAS**, Consistent with the requirements of the City’s Procedures for the Review and Processing of Requests for Development Finance Incentives, the Developer submitted to the City an Application for Development Finance Incentives (the “Application”), requesting development funding assistance for the construction of the Street Improvements. The Application was submitted to the City’s Development Finance Group, and the Development Finance Group submitted recommendation to the City Council on June 13, 2016, such recommendation being on file in the office of the City Clerk and incorporated by reference herein; and

**WHEREAS**, The City and the Developer recognize that the benefits to the City of the construction of the Street Improvements extend beyond the Development, including but not limited to: furthering the development of the City consistent with the Town Center Plan; and spurring additional commercial development within the City. In recognition of these benefits, the City and the Developer desire to enter an agreement for the use of development finance incentives for the construction of the Street Improvements and the completion of the Development; and

**WHEREAS**, Missouri Revised Statutes Sections 70.220 through 70.325, as amended from time to time, authorize political subdivisions to contract and cooperate with any corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service.

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

**Section One.** That the form, terms, and provisions of the Development Finance Cooperation Agreement, 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

**DEVELOPMENT FINANCE  
COOPERATION AGREEMENT  
Pertaining To  
MAIN STREET CROSSING**

THIS DEVELOPMENT FINANCE COOPERATION AGREEMENT (the “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF WILDWOOD, MISSOURI (the “City”), and PAYNE FAMILY HOMES, LLC (the “Developer”).

STATEMENT OF BACKGROUND AND PURPOSE

The following statements of background and purpose are an integral part of this Agreement:

A. Developer is the owner under contract of an approximately 28.03 acre tract of land, owned by \_\_\_\_\_ Trust dated \_\_\_\_\_, Mildred E. Schneider, Trustee (the “Owner”), and more particularly described on **Exhibit A**, attached hereto and incorporated by reference herein (the “Property”). Developer desires to develop the Property as a single-family residential subdivision consisting of one hundred four (104) detached single-family dwellings on individual lots with common ground and public space consistent with the Site Development Plan, prepared by The Sterling Co., dated 8-9-2016, referencing Job Number 14-04-126, revised as of 8-9-2016, a copy of which is on file in the office of the City Clerk and incorporated by reference herein (the “Site Development Plan”), such development of the Property to be known as “Main Street Crossing” (the “Development”).

B. The City Council of the City of Wildwood, Missouri (the “City Council”), on September 14, 2015, pursuant to Ordinance # 2116, approved the change of zoning of the Property from the NU Non-Urban Residence District to the R-4 7,500 Square Foot Residence District, Along with a Planned Residential Development Overlay District (PRD), and setting forth the terms and conditions of the change in zoning and the approval of the PRD. On August 22, 2016, pursuant to Ordinance # 2204, the City Council amended Ordinance # 2116 (Ordinance # 2116, as amended by Ordinance # 2204, hereinafter being collectively referred to as the “Site Specific Ordinance”). Pursuant to the Zoning Regulations of the City, the development of the Property must comply with the terms and conditions of the Site Specific Ordinance and must substantially comply with the Site Development Plan.

All references to the “Zoning Regulations” for the City of Wildwood, Missouri refer to Chapter 415 of the Municipal Code of the City of Wildwood, Missouri.

C. The Site Specific Ordinance sets forth certain terms and conditions for the development of the Property, including, but not limited to certain access and street improvements. Specifically, the Site Specific Ordinance requires that, as a condition of approval of the

Development, Developer must construct, at Developers sole expense, the following street and access improvements:

1. Construction of Main Street, including associated streetscape and other improvements, from State Route 109 to Eatherton Road as more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Four Hundred Seventy-one Thousand Five Hundred Seventeen Dollars (\$1,471,517) (the “Main Street Improvements”); and
2. Construction of a roundabout at the intersection of Missouri State Route 109 and Main Street, including associated right-of-way improvements within the State right-of-way, such improvements being more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Five Hundred Eighteen Thousand Two Hundred Twenty-five Dollars (\$1,518,225) (the “Route 109 Improvements”) (the “Main Street Improvements and the Route 109 Improvements hereinafter being collectively referred to as the “Street Improvements”).

D. Consistent with the requirements of the City’s Procedures for the Review and Processing of Requests for Development Finance Incentives, the Developer submitted to the City an Application for Development Finance Incentives (the “Application”), requesting development funding assistance for the construction of the Street Improvements. The Application was submitted to the City’s Development Finance Group, and the Development Finance Group submitted recommendation to the City Council on June 13, 2016, such recommendation being on file in the office of the City Clerk and incorporated by reference herein.

E. Pursuant to the Site Specific Ordinance, the Developer is required to contribute to the East Area Traffic Generation Assessment Trust Fund (the “East Area TGA”) established pursuant to Section 140.210 of the Municipal Code of the City of Wildwood, Missouri, (the “Municipal Code”) at a rate of One Thousand Fifty-five and 10/100 Dollars (\$1,055.10), or such other rate as may be established in subsequent years in accordance with the construction cost index as determined by the City’s Department of Public Works, per parking space for Single-family Dwellings. It is anticipated that the Development, if fully constructed in accordance with the Site Development Plan, will require the Developer to pay approximately Two Hundred Fifty Thousand (\$250,000) into the East Area TGA (the “Development TGA Funds”). In addition, it is anticipated that the development of the commercial outlots depicted as “Outlot A” and “Outlot B” on the Site Development Plan and located to the west of the Development (the “Commercial Outlots”) will generate approximately Two Hundred Thousand Dollars (\$200,000) from the East Area TGA (the “Commercial Outlot TGA Funds”).

F. The City submitted an application for federal transportation funding to the East-West Gateway Council of Governments, requesting eighty percent (80%) federal funding of the estimated cost of the Route 109 Improvements (the “Federal Funding”). The City’s 2016 application for Federal Funding was not recommended for approval, and the City intends, subject

to appropriation, to reapply for Federal Funding in 2017.

G. The City and the Developer recognize that the benefits to the City of the construction of the Street Improvements extend beyond the Development, including but not limited to: furthering the development of the City consistent with the Town Center Plan; and spurring additional commercial development within the City. In recognition of these benefits, the City and the Developer desire to enter into this Agreement for the use of development finance incentives for the construction of the Street Improvements and the completion of the Development.

H. Missouri Revised Statutes Sections 70.220 through 70.325, as amended from time to time, authorize political subdivisions to contract and cooperate with any corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service.

### TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

1. Zoning and Subdivision. The Developer contemplates developing a residential subdivision on the Property. Developer agrees that Development will be constructed in accordance with the Site Specific Ordinance and the Site Development Plan as approved, or as may be amended from time to time pursuant to the Zoning Regulations of the City, including the design, layout, calculations, and text notes.

2. Main Street Improvements. The City agrees to provide the following finance incentives in return for Developer's construction of the Main Street Improvements consistent with the design and configuration shown on the Site Development Plan, or as may be otherwise approved in writing by the City, as follows:

- a. Subject to the Developer compliance with the terms of this Agreement and the requirements of the Site Specific Ordinance, the City will credit to the benefit of the Developer an amount up to, but not to exceed, Two Hundred Fifty Thousand Dollars (\$250,000) towards payment required to be made into the East Area TGA pursuant to the Site Specific Ordinance. If the payments required to be made into the East Area TGA pursuant to the Site Specific Ordinance exceed the credit to which the Developer is entitled pursuant to this subparagraph, then Developer will pay the difference.
- b. The City will, subject to annual appropriation, pay to the Developer no later than December 31 of each year beginning in 2018, as reimbursement for actual and reasonable expenditures made by the Developer for the construction of the Main Street Improvements, an amount equal to the amount of funds actually collected by the City from the Commercial Outlot TGA Funds, but collectively not to exceed Two Hundred Thousand Dollars (\$200,000). Such payments shall be made by the City to the Developer, subject to the following:

- i. Promptly after completion of the Main Street Improvements, the Developer shall furnish to the City a Certificate of Substantial Completion, in the form attached hereto as **Exhibit B** and incorporated by reference herein, and shall allow the City to carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the City unless the City furnishes the Developer with specific written objections to the status of the Main Street Improvements, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, the Developer shall dedicate the Main Street Improvements to the City; and
  - ii. Prior to receipt of any payment under this subsection (b), Developer shall submit to the City a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** and incorporated by reference herein and other supporting documentation evidencing the actual and reasonable costs incurred by the Developer for the construction of the Main Street Improvements and compliance with Paragraph 4 of this Agreement; and
  - iii. Notwithstanding any other provision of this Agreement to the contrary, on and after January 1, 2023, the City may, upon providing Developer 90 days' written notice, discontinue any further payments to the Developer required pursuant to this subsection (b). Upon the City providing such notice, the City shall not be obligated, nor shall the Developer be entitled, to any further reimbursement for actual and reasonable expenditures made by the Developer for the construction of the Main Street Improvements.
3. **Route 109 Improvements.** The City agrees that, subject to annual appropriation, the City will submit applications for Federal Funding for the construction of the Route 109 Improvements, and, if such Federal Funding is approved, the City will complete the Route 109 Improvements.
4. **Conditions for Use of Public Funds.**
  - a. To the extent that prevailing wage, public bidding, employment of Missouri residents during times of excessive unemployment or other requirements of federal, State and local laws, codes and regulations apply to any portion of the Street Improvements, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements. The Developer shall indemnify and hold harmless the City from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of federal, State and local laws, codes and regulations that apply to any portion of the Street Improvements.
  - b. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri

prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the Street Improvements apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri. At the time of submission of the Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the CID Project.

5. Defaults and Remedies.

- a. *Events of Default.* If either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for sixty (60) days after a non-defaulting party has given written notice to the defaulting party specifying such default and an opportunity to cure, such event shall constitute an “Event of Default” under this Agreement.
- b. *Remedies on Default.* If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.
- c. *Rights and Remedies Cumulative.* The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.
- d. *Waiver of Breach.* No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party’s right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.
- e. *Excusable Delays.* No party shall be deemed to be in default of this Agreement due to delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods,

earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental delays, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, and material litigation by parties other than a party and not caused by any party's failure to perform; provided, an such delay shall not be excused as to (a) any matter initiated or unreasonably sustained by the party claiming such delay, and (b) unless the party claiming such delay provides written notice to the other party within thirty (30) days after such party has actual notice of the claimed event.

6. Miscellaneous.

- a. *Effective Date.* This Agreement shall become effective against the City and the Developer as of the date hereof following the passage of an ordinance by the City Council approving the same.
- b. *Binding Nature of Agreement.* The parties hereto acknowledge and agree that, as of the effective date all of the terms of this Agreement are legal, binding and enforceable obligations of the City and the Developer as of such date.
- c. *Release and Indemnification.* The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.
  - i. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise if all or any part of any resolution or ordinance adopted in connection with the Site Specific Ordinance, the Site Development Plan, the Street Improvements or this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, or for the failure of the parties hereto to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.
  - ii. The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to hold harmless and to indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees and expenses, resulting from, arising out of, or in any way connected with: (1) the negligence or willful misconduct of the Developer, its respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Street Improvements, (2) the Developer's

failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the Property, and (3) the approval of this Agreement or the implementation or consummation of any activities contemplated therein.

- iii. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.
  - iv. No official, employee or representative of the City shall be personally liable to the Developer (1) in an Event of a Default or breach by any party under this Agreement or (2) for any amount which may become due to any party under the terms of this Agreement.
  - v. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City, or of any successor thereto, as such, either directly or through the City, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.
- d. *Successors and Assigns.*
- i. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.
  - ii. Prior to approval of the Certificate of Substantial Completion by the City, this Agreement may not be assigned without the City's prior written consent, unless such assignment is (i) made for the purpose of a collateral assignment by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development, or (ii) made by the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developer named herein shall remain liable hereunder for Substantial Completion of the Main Street Improvements and shall be released from such liability hereunder only upon the City's determination that the proposed transferee has the ability to complete the Main Street Improvements in accordance with this Agreement. Such a determination shall be based on the financial ability and previous experience of the proposed transferee.

e. *Entire Agreement.* The headings contained in this Agreement are for purposes of convenience only and shall not be deemed to limit the contents of the provisions contained in this Agreement. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

f. *Notices.* Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) To the City:

City of Wildwood, Missouri  
Attention: City Administrator  
16860 Main Street  
Wildwood, MO 63040  
Telephone No.: 636-458-0440

With a copy to:

City of Wildwood, Missouri  
Attention: City Attorney  
200 North Third Street  
St. Charles, MO 63301  
Telephone No.: 636-947-4700  
Fax No. 636-947-1743  
E-mail Address: [jyoung@hamiltonweber.com](mailto:jyoung@hamiltonweber.com)

(b) To Developer:

Payne Family Homes, LLC  
Attention: Thomas Cummings  
10407 Baur Blvd., Suite B  
St. Louis, MO 63132  
Telephone No.: 314-996-0341  
Fax No. 314-996-0309  
E-mail Address: [tec@paynefamilyhomes.com](mailto:tec@paynefamilyhomes.com)

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

All notices given as aforesaid shall be deemed duly given as of the first business day following the date so mailed or sent. The City and the Developer may from time to time designate, by notice given hereunder to the other party, another address to which subsequent notices or other communications shall be sent.

- g. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri
- h. *Validity and Severability.* It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.
- i. *Execution of Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. *Attorney's Fees.* In the event any party hereto brings an action or proceeding for any alleged breach or default, or for any other acts arising out of this Agreement, the prevailing party(s) to such action shall be entitled to an award of all of its (their) costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether or not final judgment is entered in such action or proceeding.
- k. *Time of the Essence; Mutual Assistance and Cooperation.* Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this and which do not impair the rights of the parties as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, each agrees that they shall not unreasonably withhold or delay any action required to carry out the terms, provisions and intent of this Agreement, provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other

approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

**CITY:**

CITY OF WILDWOOD, MISSOURI

By: \_\_\_\_\_  
James Bowlin, Mayor

**DEVELOPER:**

PAYNE FAMILY HOMES, LLC

By: \_\_\_\_\_  
Thomas Cummings, Its Authorized  
Representative

**EXHIBIT A**

[Insert Legal Description]

## **EXHIBIT B**

### **Form of Certificate of Substantial Completion CERTIFICATE OF SUBSTANTIAL COMPLETION**

To: City Administrator, City of Wildwood, Missouri

Re: Certificate of Substantial Completion

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Finance Cooperation Agreement dated as of \_\_\_\_\_, 2016 (the "Agreement"), between the City of Wildwood, Missouri (the "City"), and Payne Family Homes, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of \_\_\_\_\_, 20\_\_\_\_, the Main Street Improvement (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. All work associated with the Main Street Improvement has been performed in a workmanlike manner and in accordance with construction plans approved by the City.

3. Lien waivers for applicable portions of the work associated with the Main Street Improvement have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that the Main Street Improvement has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Main Street Improvement.

6. This Certificate of Substantial Completion is further accompanied by a sworn affidavit and supporting documentation affirming the Developer's participation in a qualified work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

7. The City's acceptance (below) or the City's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the Main Street Improvement.

This Certificate may be recorded by the Developer in the office of the County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PAYNE FAMILY HOMES, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ACCEPTED:

[CITY]

By:

Name:

Title:

(Insert Notary Form(s) and Legal Description)

**EXHIBIT C**

**CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

To: City Administrator, City of Wildwood, Missouri  
Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Finance Cooperation Agreement dated as of \_\_\_\_\_, 2016 (the “Agreement”), between the City of Wildwood, Missouri (the “City”), and Payne Family Homes, LLC (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a reasonable and actual cost incurred in connection with the construction of the Main Street Improvement.
2. These costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed by the City and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.
8. All of the Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PAYNE FAMILY HOMES, LLC

By:

[Name], [Title]

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

CITY OF WILDWOOD, MISSOURI

By:

City Administrator

**AN ORDINANCE AUTHORIZING A LOT SPLIT PLAT OF A 9.14 ACRE TRACT OF LAND, KNOWN AS 'ADJUSTED LOT B OF THE BOYLE-HOLCOMB ESTATE,' WHICH WAS SUBJECT TO A BOUNDARY ADJUSTMENT PLAT APPROVED IN 2014, AND SAID TRACT OF LAND IS LOCATED IN SECTION 25, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; BEING MORE SPECIFICALLY SITUATED ON THE WEST SIDE OF SHEPARD RIDGE ROAD, TO THE NORTHEAST OF ITS INTERSECTION WITH SHEPARD ROAD, FOR THE PURPOSES OF SUBDIVIDING IT INTO TWO (2) PARCELS OF GROUND, HEREAFTER TO BE KNOWN AS LOTS 1 AND 2 OF THE BOYLE-HOLCOMB ESTATE; BEING THREE (3) ACRES AND SIX (6) ACRES IN SIZE, RESPECTIVELY. (Ward Three)**

**WHEREAS**, the owners of said property are seeking the division of this tract of land, which would allow for this 9.14 acre tract of land to be divided into two (2) legal lots of record, under the provisions of Section 420.110 of the *Subdivision and Development Regulations* of the City of Wildwood, Missouri; and

**WHEREAS**, the property considered for this division has been deemed a legal lot of record, as defined by the City's *Subdivision and Development Regulations* (Chapter 420) and per the prior Boundary Adjustment Plat recorded in Plat Book 363, Page 248 of St. Louis County Records, which was approved by the City Council in 2014 [Ord.#2053]; and

**WHEREAS**, the properties resulting from this land division appear to be in compliance with the minimum lot area prescribed by the established Zoning Code district designation [NU Non-Urban Residence District] and meet with the minimum boundary dimensions and frontages for access purposes, as stipulated within the City of Wildwood's *Subdivision and Development Regulations*; and

**WHEREAS**, this division of property, which is currently vacant, will now provide for two (2) future residences and accessory uses suitable to this zoning district designation; 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 the benefit of 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 hereby authorizes a Lot Split Plat of a 9.14 acre tract of land, known as 'Adjusted Lot B of the Boyle-Holcomb Estate,' which was subject to a Boundary Adjustment Plat approved in 2014, and said tract of land is located in Section 25, Township 45 North, Range 3 East, City of Wildwood, St. Louis County, Missouri; being more specifically situated on the west side of Shepard Ridge Road, to the northeast of its intersection with Shepard Road, for the purposes of subdividing it into two (2) parcels of ground, hereafter to be known as Lots 1 and 2 of the Boyle-Holcomb Estate; being three (3) acres and six (6) acres in size, respectively, as indicated graphically and by legal description upon the Lot Spit Plat that accompanies the property owners' request now hereto attached and made a part hereof.

**Section Two.** The Director of Planning and the City Clerk are authorized and directed to evidence the approval of the Lot Split Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval for this instrument. The petitioner is required and directed to

record this Lot Split Plat in the Office of the St. Louis County Recorder of Deeds within sixty (60) days of its approval by the City Council, or their action shall be voided.

**Section Four.** This ordinance shall be in full force and effect from and after its passage and approval providing all required fees are paid to the City, all other applicable requirements of the City's ordinances and codes are met, and a recorded copy of the plat is returned to the Department of Planning by the petitioner(s) or their representative.

**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:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk



**RESOLUTION #2016-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF LARRY MCGOWEN, LARRY GOODSON, RYAN THOMAS, JOSEPH W. VUJNICH, AND STEPHEN V. CROSS TO THE BOARD OF DIRECTORS OF THE CROSSINGS COMMUNITY IMPROVEMENT DISTRICT**

**WHEREAS**, on December 12, 2005, pursuant to Ordinance # 1244, the City Council of the City of Wildwood, Missouri, established the Crossings Improvement District (the "District") in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571, RSMo, (the "CID Act"); and

**WHEREAS**, the District is a political subdivision of the State of Missouri; and

**WHEREAS**, pursuant to the terms of the Petition to Establish Crossings Community Improvement District filed in the office of the City Clerk on September 14, 2005 (the "Petition"), the Board of Directors of the District is to be composed of five (5) persons meeting the qualifications of section 67.1451 of the CID Act and appointed by the Mayor of the City with the consent of the City Council in accordance with section 67.1451.5 of the CID Act and in the manner provided in the Development Agreement dated as of August 8, 2005, as amended by the that First Amended Development Agreement dated as of October 24, 2005 by and among the City, Wildwood Crossing, Inc., Wildwood Acquisitions, LLC, Wildwood Town Center Hotel, LLC, and Pioneer Bank & Trust Co. (collectively, the "Development Agreement") and further set forth in that certain Declaration of Covenants and Restrictions dated October 24, 2005, and recorded in Book 16866, Pages 0788/0805 of the records of the St. Louis County Recorder of Deeds (the "Declaration"); and

**WHEREAS**, consistent with the Development Agreement and the Declaration, the Slate of Directors, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein (the "Slate of Directors"), was presented to the owners of property within the District; and

**WHEREAS**, the Mayor submits to the City Council for its consent the appointment of Larry McGowen, Larry Goodson, Ryan Thomas, Joseph W. Vujnich, and Stephen V. Cross to the Board of Directors of the District for the terms set forth in the Slate of Directors.

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

**Section One.**

The Mayor hereby appoints and the City Council hereby consents to the appointment of Larry McGowen, Larry Goodson, Ryan Thomas, Joseph W. Vujnich, and Stephen V. Cross to the Board of Directors of the Crossings Community Improvement District for the respective terms shown on the Slate of Directors.

**Section 2.**

This Resolution shall be in full force and take effect from and after the date of its approval.

*PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.*

\_\_\_\_\_  
JAMES R. BOWLIN, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A

**CROSSINGS COMMUNITY IMPROVEMENT DISTRICT**  
**SLATE OF DIRECTORS (2016)**

*Capitalized terms used and not defined in this document shall have the meanings ascribed to them in that certain Declaration of Covenants and Restrictions dated October 24, 2005, by and among Wildwood Crossing, Inc. (“Crossing”), Wildwood Acquisitions, LLC (“Acquisitions”), Pioneer Bank & Trust Co. (“Pioneer”) and Wildwood Town Center Hotel, LLC, and recorded at Book 16866, Pages 0788/0805 of the records of the St. Louis County Recorder of Deeds (the “Declaration”).*

The following persons are hereby designated by the City as the slate of directors of the Crossings Community Improvement District in accordance with the CID Development Agreement, as amended, and the Declaration:

<u>Name</u>	<u>Representative/Status</u>	<u>Term/Expiration</u>
<u>Larry McGowen (as duly elected and serving Mayor Pro Tempore of the City)</u>	<u>City of Wildwood, MO;</u> as “Owner”	<u>4 Years/2019</u>
<u>Larry Goodson (as duly elected and serving senior Ward 8 Council Member of the City)</u>	<u>Wildwood Crossing, Inc.;</u> as “Owner”	<u>4 Years/2019</u>
<u>Ryan Thomas (or successor as duly appointed and serving City Administrator of the City)</u>	<u>Jupiter Realty, LLC;</u> as “Owner”	<u>4 Years/2017</u>
<u>Joseph W. Vujnich (or successor as duly appointed and serving Director of Planning of the City)</u>	<u>Professional Resource;</u> <u>Development, Inc.;</u> as “Owner”	<u>4 Years/2017</u>
<u>Stephen V. Cross (or successor as duly appointed and serving Treasurer of the City)</u>	<u>Realty Income Properties;</u> <u>7, LLC;</u> as “Owner”	<u>4 Years/2019</u>

By the signature affixed below, each of the persons hereby agrees and represents and warrants that: (i) each is an owner in fee of real property situated within the CID (“Owner”) or of a business legally operating within the CID (“Operator”); and (ii) with respect to such real property or business, the individuals designated on the above slate of directors are hereby named and designated as the legally authorized representative of such Owner, or as the individual legally authorized to represent such Operator in regard to the CID, as applicable, solely for the purpose and only to the extent necessary to meet the qualifications of a Director under Section 67.1451 of the CID Act. The signatories below, for themselves and their respective affiliates,

Exhibit A

successors, assigns, heirs and personal representatives, hereby (i) further disclaim and waive any and all rights, whether arising under the CID Act or otherwise, to any relation of agency, actual or implied (no such agency being contemplated or intended), respecting any individual designated on the above slate of directors; and (ii) further irrevocably waive any and all objections to the form, manner, validity and effectiveness of the designation and appointment or reappointment of any member of the board of directors of the CID as provided in this document, the Declaration and the CID Development Agreement including, without limitation, regarding appointee qualifications, requisite authority respecting such designation or appointment, joint representations and any conflicts of interest actual or potential.

City of Wildwood

By: \_\_\_\_\_

Title: \_\_\_\_\_

Wildwood Crossing, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Jupiter Realty, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Professional Resource Development, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Realty Income Properties 7, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION #2016-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OATES ASSOCIATES, INC., FOR THE DESIGN OF THE MISSOURI ROUTE 100 RAMP WIDENING IMPROVEMENTS AT THE WILDWOOD COMMUNITY PARK WITHIN THE CITY OF WILDWOOD.**

**WHEREAS**, the Administration/Public Works Committee recommended that the City of Wildwood proceed with the design of pavement widening improvements along Missouri Route 100 in advance of the Wildwood Community Park to complete a continuous lane from the westbound on-ramp from Missouri Route 109 to the entrance at the Wildwood Community Park for a dedicated right-turn lane into the Park; and

**WHEREAS**, said improvements would improve the safety and functionality of this segment of the State of Missouri Highway System.

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

**Section One**

That the form, terms, and provisions of the Agreement with Oates Associates, Inc. for the design of the Missouri Route 100 Ramp Widening Improvements at the Wildwood Community Park, attached hereto, marked as Exhibit A, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Resolution.

**Section Two**

The total aggregate costs, expenses and liability of the City under the Agreement authorized herein with Oates Associates, Inc. shall not exceed the sum of \$14,000.00.

**Section Three**

This Resolution shall be effective upon passage and approval.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS]

*PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.*

\_\_\_\_\_  
JAMES R. BOWLIN, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

City of Wildwood  
**CONSULTANT / SERVICES AGREEMENT**

DEPARTMENT: PUBLIC WORKS

DATE: September 12, 2016

THIS AGREEMENT, made and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as “City”, and **Oates Associates, Inc.**, hereinafter referred to as “Consultant”, with a business address of: 720 Olive, Suite 700, St. Louis, MO 63101.

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

### I. SCOPE OF SERVICES

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

Design services associated with the Missouri Route 100 Ramp Widening Improvements, as further described in Attachment B.

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

### II. COMPENSATION

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

a sum not to exceed fourteen thousand and 00/100 dollars (\$14,000.00), as set forth on an Attachment B attached hereto and incorporated herein.

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

**III. TIME AND MANNER OF PAYMENTS**

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

**IV. SCHEDULE OF WORK**

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before September 19, 2016, shall be completed on or before February 28, 2017, and shall be performed so as not to delay or hinder City’s schedule for the project, if applicable.

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

\_\_\_\_\_  
Consultant

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

DATE: \_\_\_\_\_

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

## Attachment A

### City of Wildwood CONSULTANT/SERVICES AGREEMENT GENERAL CONDITIONS

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be

deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

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

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

## Attachment B



100 Lanter Court, Suite 1 720 Olive, Suite 700 20 East Main Street 330 North Main, Suite 201  
Collinsville, IL 62234 St. Louis, MO 63101 Belleville, IL 62220 St. Charles, MO 63301  
tel 618.345.2200 tel 314.588.8381 tel 618.416.4688 tel 636.493.6277

[www.oatesassociates.com](http://www.oatesassociates.com)

August 17, 2016

Mr. Ryan S. Thomas, PE  
City Administrator  
City of Wildwood  
16860 Main Street  
Wildwood, MO 63040

Re: Wildwood Community Park – Westbound Right-Turn Lane on MO Route 100  
Wildwood, MO

Dear Mr. Thomas:

We propose to render professional engineering services in connection with adding a westbound right-turn lane on Missouri Route 100, just west of intersection with Missouri Route 109, which will extend the westbound on-ramp from Missouri Route 109 to the new Wildwood Community Park (hereinafter called the "Project"). Improvements will generally consist of widening Missouri Route 100 with new hot-mix asphalt pavement and associated grading and drainage improvements.

Our Basic Services will consist of surveying and preparing construction documents to current Missouri Department of Transportation policy, all as set forth in the attached Scope of Work. Billings for Basic Services are estimated at \$14,000. You agree to pay us for our Basic Services and any authorized Additional Services at the Hourly Rates set forth in Exhibit A. We will not provide any Additional Services that increases the contract amount without prior approval from the City.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until October 15, 2016, unless changed by us in writing.

Sincerely,

**OATES ASSOCIATES, INC.**

Thomas L. Cissell III, PE  
Project Manager

David M. Oates, PE  
Project Principal

Enclosure

**EXHIBIT A**  
**HOURLY RATE SCHEDULE**

Principal Engineer	210.00
Senior Professional II	175.00
Senior Professional I	160.00
Professional IV	150.00
Professional III	135.00
Professional II	120.00
Professional I	105.00
Junior Professional	85.00
Technician III	120.00
Technician II	105.00
Technician I	85.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2016 and are subject to adjustment annually.

## Scope of Work

### Task 1: Field Survey (about 1-week).

- Task 1.1: Call in utility locates and review the utility marks in the field
- Task 1.2: Supplement existing survey by tying in existing topography/ utilities
- Task 1.3: Process survey data in the office
- Task 1.4: Field review the survey drawing and edit accordingly

### Task 2: Preliminary Plans (about 2-weeks + 2 weeks for review time)

- Task 2.1: Preliminary coordination with MoDOT and City.
- Task 2.2: Prepare typical sections for pavement widening matching existing pavement structure.
- Task 2.3: Set roadway alignments – horizontal and vertical.
- Task 2.4: Prepare permit applications for MoDOT permit.
- Task 2.5: Develop preliminary plans and specifications.
- Task 2.6: Develop construction cost estimates
- Task 2.7: Submit the preliminary plans for City and MoDOT review and approval.

### Task 3: Construction Documents (about 2-weeks + 2 weeks for review time)

- Task 3.1: Address preliminary review comments
- Task 3.2: Develop construction documents including:
  - Cover sheet
  - Summary of Quantities
  - Typical Sections
  - An existing conditions and demo plan
  - Roadway plan and profile sheets.
  - Details
- Task 3.3: Evaluate need for guardrail and prepare design, if required.
- Task 3.4: Prepare front end related documents for bidding, including:
  - Notice to Contractors
  - Proposal
  - Schedule of Prices
- Task 3.5: Submit the final plans and specifications for City and MoDOT review and approval.

### Excluded from the Scope of Services:

- Geotechnical services.
- Bidding assistance (except as noted above).
- Permits and utility fees.
- Lighting design
- Utility locating services.
- Hazardous materials and remediation.
- Landscaping plans.
- Property plats.
- Park monument signage.
- Construction services and administrations.
- Drainage design and BMPs, including coordination with MSD.
- Storm Water Pollution Prevention Plan.
- Interchange design, including intersection design study and highway capacity manual analysis for weaving
- Pavement design (assumed MoDOT will provide existing pavement structure to be matched).

**Attachment C**

(Optional)

**Consultant/Services Agreement**

**Progress Payment Schedule**

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Consultant: Oats Associates, Inc.

Date: August 22, 2016

Project: Missouri Route 100 Ramp Widening Design

Basic Compensation: \$14,000

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Monthly progress payments

Total Basic Compensation: **\$14,000.00**

## Attachment D

### **Consultant Liability Insurance Requirements**

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000\*.
- (b) Comprehensive General Liability and Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*
- (c) Comprehensive Automobile Liability, Bodily Injury
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each accident\*
- (d) Professional Liability
  - Including Death: \$500,000 each person\*
  - \$3,000,000 each occurrence\*
  - Property Damage: \$3,000,000 each occurrence\*
  - \$3,000,000 aggregate\*

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

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

**RESOLUTION #2016-30**

**A RESOLUTION AMENDING SECTION TWO OF RESOLUTION # 2016-18, AND AUTHORIZING EXPENDITURES PERTAINING TO THE AGREEMENT WITH MUNDELL & ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES RELATIVE TO THE ELLISVILLE SUPERFUND SITE WITHIN THE CITY OF WILDWOOD**

**WHEREAS**, on June 29, 2016, the City Administrator authorized an Agreement with Mundell & Associates, Inc. to provide environmental consulting services and advice to the City in connection with the Ellisville Superfund Site within the City of Wildwood, paid on an hourly basis not to exceed \$5,000.00; and

**WHEREAS**, on July 11, 2016, pursuant to Resolution #2016-18, the City Council authorized expenditures under Agreement with Mundell & Associates, Inc., in an amount not to exceed \$11,000.00; and

**WHEREAS**, said Agreement is expected to require additional time and expense above the amounts authorized pursuant to Resolution #2016-18; and

**WHEREAS**, pursuant to Section 145.050.B of the Code of Ordinances of the City of Wildwood, “All purchases of goods and services costing in excess of five thousand dollars (\$5,000.00) shall be approved in advance by the City Council...”

**WHEREAS**, the City Council finds and determines that it is to the benefit of the general health, safety and welfare of the residents of the City to continue with said environmental consulting services, to assist the City in addressing the public health concerns associated with the Ellisville Superfund Site.

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

**Section One**

That Section Two of Resolution #2016-18 be and is hereby amended to read as follows:

**“Section Two**

The total aggregate expenses and liability of the City under the Agreement shall not exceed the amount of \$20,000.00.”

**Section Two**

This Resolution shall be effective upon passage and approval.

*PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.*

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JAMES R. BOWLIN, MAYOR

ATTEST:

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CITY CLERK



WILDWOOD®

## MEMORANDUM

To: Mayor James R. Bowlin and Wildwood City Council

From: Ryan S. Thomas, City Administrator

Date: September 9, 2016

Re: Consultant Agreement with Mundell & Associates

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In order to continue utilizing the services of Mundell & Associates for continuing reviews and meetings associated with the Ellisville Superfund Site, Resolution #2016-30 has been prepared to increase the maximum expense authorized under their consultant agreement from \$11,000.00 to \$20,000.00, an increase of \$9,000.00. This increase, in combination with the \$10,000 maximum expense authorized under the Environmental Stewardship Concepts agreement, will bring the total 2016 authorized expense for environmental consulting to the full \$30,000 budget allocation.

I will be available for any questions or comments at the September 12, 2016 City Council Meeting.

RST

*Planning Tomorrow Today®*



## WILDWOOD

September 6, 2016

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

**Re:** A response, with recommendation, to a request from the Wildwood City Council to the Planning and Zoning Commission for its reconsideration of its action relative to a correspondence from Greg Neichter (owner of the subject property), which was dated May 2, 2016, that sought a modification to the site-specific ordinance to allow for an extension of time for the commencement of construction to begin upon this tract of land, given the specified timeframe ended on May 27, 2016.

**Street Address:** 2136 Ossenfort Road

**Location:** East side of Ossenfort Road, north of Hardt Road

**Zoning District:** NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District, with a Planned Residential Development Overlay District (PRD)

**Ward:** One

Council Members:

**INTRODUCTION >>>** After receiving the Planning and Zoning Commission's report on the above-mentioned matter at its July 25, 2016 meeting, the City Council conducted its required hearing upon it that night. At this public hearing, the property owner attended and requested the City Council reconsider the action of the Planning and Zoning Commission, which was to deny the extension of time for commencement of construction to begin at the site, which was set for May 27, 2016. The property owner noted the substantial amount of investment he had made into the property and to obtain the zoning change and an approved Site Development Plan. According to the property owner, the action of the Commission would result in potential delays, if a developer/builder wanted to proceed with the platting process in the near future, if not overturned. The City Attorney noted, as part of this discussion, that, if the current decision of the Planning and Zoning Commission was not altered, it would not be the final arbitrator in this regard, given the wording of the underlying regulations of the Planned Residential Development Overlay District (PRD) does allow the City Council to undertake the final action in this regard.

The Planning and Zoning Commission is also aware the City Council discussed this request by the property owner and agreed that further review of the matter was needed. The City Council, in agreeing to refer the matter back to the Planning and Zoning Commission for its reconsideration,

asked the members to undertake further review, specifically toward preserving this zoning, rather than making a decision that would lead to a process to void it. This further review occurred at the Planning and Zoning Commission's meeting on September 6, 2016.

**OUTCOME AND DIRECTION >>>** Given the direction of City Council, the Planning and Zoning Commission did discuss this matter at the aforementioned meeting. The property owner was also in attendance and provided input into this discussion. The Planning and Zoning Commission also questioned the Department of Planning on this matter, specifically seeking an understanding of related timeframes associated with the zoning and plan review processes of this project, which began over ten (10) years ago.

After much discussion on the matter, the Planning and Zoning Commission agreed that its previous action of not allowing the requested extension of time for construction to commence to begin on the site was appropriate and should not be changed at this time. The members of the Commission understand the impact of this decision, but believed ample time has been provided to the owner of the project under the code requirements to allow for the property to develop under its current NU Non-Urban Residence District/FPNU Floodplain Non-Urban Residence District, with a Planned Residential development Overlay District (PRD). In the opinion of the Commission, it believed that granting another extension would not necessarily expedite the platting process, even if a developer/buyer were to express interest in the site. Additionally, the Planning and Zoning Commission did not want to extend this precedence any longer than it already had in regards to this matter.

**SUMMARY >>>** The Planning and Zoning Commission, by a vote of 8 to 0, at its September 6, 2016 Executive Meeting, hereby supports its previous action on this matter and is not extending the timeline for the commencement of construction to begin on this site. Therefore, the timeline, if not changed by the City Council, is now beyond its allowance and action to revert the property's current zoning district designation is the next step. If any of the City Council Members should have questions or comments in this regard, please feel free to contact the Department of Planning at (636) 458-0440. Thank you for your consideration of this information and direction on the same.

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  
Kathy Arnett, Assistant Director of Planning and Parks  
Travis Newberry, Planner  
Greg Neichter, Property Owner and Petitioner



# WILDWOOD®

July 5, 2016

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

Re: A request from Greg Neichter, the petitioner/developer, which is dated May 2, 2016, regarding **P.Z. 14-06 City of Wildwood Department of Planning and Neichter/Throckmorton Development**, which seeks an extension of time to commence construction on the subject site.

Zoning: NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District, with a Planned Residential Development Overlay District (PRD)

Location: East Side of Ossenfort Road, south of Wild Horse Creek Road

Ward: One

Council Members:

## >> INTRODUCTION <<

The Planning and Zoning Commission is in receipt of a correspondence from Greg Neichter, petitioner/developer, dated May 2, 2016, regarding **P.Z. 14-06 City of Wildwood Department of Planning and Neichter/Throckmorton Development**, which seeks an extension of time to commence construction upon this residential subdivision. The site-specific ordinance governing this development requires that commencement of construction begin on, or before, May 27, 2016. The Planning and Zoning Commission has reviewed the files relative to this request and believes another extension is reasonable and appropriate. Therefore, the Planning and Zoning Commission, acting at its July 5, 2016, Executive Meeting, and by a vote of -- to --, hereby recommends an eighteen (18) month extension of time for commencement of construction to begin upon the site. The new deadline for commencement of construction to begin on this site will be **November 27, 2016**. This recommendation is hereby forwarded to the City Council for its review and consideration.

## >> BACKGROUND <<

For the purposes of review, **P.Z. 14-06 City of Wildwood Department of Planning and Neichter/Throckmorton Development** was a request to reauthorize a previously approved Planned Residential Development Overlay District (PRD) within the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the purposes of allowing a future residential subdivision on the site. The subject site has a total size of 193.7 acres and is located on the east side of Ossenfort Road,

south of Wild Horse Creek Road. The property exists as a single lot of record, and has been designated 'Non-Urban Residential Category' by the City's Master Plan, since 1996. Prior to the 2006 application for the special procedure permit, this property had been granted a Planned Residential Development Overlay District (PRD) by the City Council in 2003, but was voided, since the required Site Development Plan (SDP) was never approved by the Planning and Zoning Commission and recorded with the St. Louis County Recorder of Deeds Office within the required timeframe.

The Planning and Zoning Commission did recommend approval reauthorizing the Planned Residential Development Overlay District (PRD) onto the property for the previously approved fifty (55) lots. This previously approved lot design guaranteed, through the application of the Natural Resource Protection Standards, a minimal impact on the surrounding physical environment, the protection of the perimeter vegetation, compliance to the standards of the City for installation of infrastructure improvements, and the provision of abundant public space. The City Council received the Planning and Zoning Commission's recommendation and acted favorably upon it and approved the Planned Residential Development Overlay District (PRD) on February 27, 2007.

With the reauthorization of the Planned Residential Development Overlay District (PRD), the petitioner was required to complete the Site Development Plan (SDP) review process and obtain approval from the Planning and Zoning Commission. The developer(s) of this site completed this step in April 2007. With the completion of the Site Development Plan (SDP) review process, the next step is to complete Improvement Plans (Construction Drawings) for submittal, review, and acceptance by the Departments of Public Works and Planning. Once the Improvement Plans are completed, the project, from a construction standpoint, can typically begin. The Improvement Plans for this site were approved by the Departments of Public Works and Planning on September 14, 2007. Within the site-specific governing ordinance for this project, construction was then to commence upon the project by February 27, 2008. This construction date left the developers of this project less than five (5) months to start and meet the requirements of this deadline.

In January 2008, the petitioner requested an extension to this deadline for commencement of construction, since the development was not at stage to proceed to the issuance of permits and related items. With the submittal of the request, the Planning and Zoning Commission noted concerns about the current condition of the residential housing market and whether requiring this project to begin construction would be premature and lead to greater issues, if it were to be stopped, after starting. Given the design of the project still met all requirements of the City, the Planning and Zoning Commission agreed that an eighteen (18) month extension of time was appropriate and should be granted under the provisions of the site-specific ordinance.

This action was forwarded to the City Council for its review and consideration as well. The City Council concurred with the Planning and Zoning Commission and clearly stated the project continued to represent one (1) of the City's best applications of its Planned Residential Development Overlay District (PRD) regulations and would be a loss, if not allowed to develop under the current conditions of the existing ordinance. The City Council also noted the residential housing market was difficult and certainly this project would suffer, if launched at this time. Additionally, the City Council, although not related to the commencement of construction, also amended the ordinance for this project to address a noise issue related to its use by off-road motorcycles and vehicles on certain days. This activity was creating a noise

nuisance for the surrounding property owners. The two (2) changes to the Ordinance #1381 were approved by the City Council on May 27, 2008, which included the eighteen (18) month extension of time for commencement of construction, now November 27, 2009, and restrictions on the use of property for off-road recreational activities.

With this action by the City Council, the development was to commence construction by late 2009. The Zoning Ordinance defines "commencement of construction" as follows: "shall mean final grading for and installation of roadways necessary for first (1st) approved plat or phase of construction and commencement of installation of sanitary and storm sewers." In November 2009, with the aforementioned extension date rapidly approaching, and the residential housing market suffering under the Great Recession, the petitioner sought another eighteen (18) month extension of time for this activity to begin on the site. Thus, the Planning and Zoning Commission recommended, and the City Council concurred, the requirement for the commencement of construction to begin on the site be extended for an additional eighteen (18) months, which amended the timeline for this activity to May 27, 2011.

Once again, with the deadline for the commencement of construction approaching in May 2011, the petitioner requested another extension to this deadline. The Planning and Zoning Commission was supportive of allowing an additional twenty-four (24) month extension for the commencement of construction to begin on the site due to the unforeseen circumstances and outside influences that continued to affect the viability of a project of this size and magnitude. In this case, the outside influences remained the condition of the stalled residential housing market recovery and the financing barriers for potential buyers. Thus, the Planning and Zoning Commission recommended, and the City Council concurred, the requirement for the commencement of construction to begin on the site be extended for an additional twenty-four (24) months, which amended the timeline for this activity to May 27, 2013.

When the May 27, 2013 deadline arrived, the Planning and Zoning Commission was again supportive of allowing an extension of time to the deadline for the commencement of construction. The Commission recognized the lingering effects of the recession on the residential market and how it continued to affect any project's viabilities. Although the Commission noted it appeared the residential market was beginning to show some signs of recovery, in part due to the pent-up demand for new housing and low mortgage rates for buyers. However, it appeared the market was just beginning to create confidence for homebuilders and lenders in these high-end residential communities and more time was needed to ensure such trends were true and could sustain a development of this size and magnitude. Therefore, the Planning and Zoning Commission recommended, and the City Council concurred, the requirement for the commencement of construction to begin on the site be extended for an additional eighteen months, which amended this timeline to November 27, 2014.

In 2014, the petitioner requested another eighteen (18) to twenty-four (24) month extension of time, given construction had not begun by the November 27, 2014 deadline. The Planning and Zoning Commission acted favorably on the request to extend the deadline eighteen (18) months, with a new deadline of May 27, 2016. The Planning and Zoning Commission approved the extension, noting it would be the last one granted for this project. This position did not reflect on the character of the project, but rather the length of time the site-specific governing ordinance had been in place, without commencement of construction.

### **>> CURRENT REQUEST <<**

As noted above in the background of this report, with the Planning and Zoning Commission's action, the commencement of construction was to begin by May 27, 2016 for this project. With that date surpassed and the platting process not yet underway at this time, the petitioner is now seeking another eighteen (18) month extension of time.

### **>> ANALYSIS AND RECOMMENDATION <<**

With the May 27, 2016 deadline now surpassed for this special procedures permit to remain in 'good standing' and no planned development of the site imminent, an extension of time to the commencement of construction has again been requested by the petitioner. This particular request for additional time associated with this Planned Residential Development Overlay District (PRD) has been considered in six (6) other separate instances. Therefore, this requested extension by the owner would be the seventh such associated with this project, since its initial approval in 2003. This number of extensions is unusual and not typical. When the Planning and Zoning Commission granted an extension in 2014, it went on record to note this action would be the last extension granted for this development to commence construction.

Previous extensions have been granted due to several appropriate reasons, which have included the following:

1. The City had not passed any new land use regulations that might change the design or requirements associated with this subdivision and it still met and, in some instances, exceeds the minimum requirements for Natural Resource Protection Standards, tree preservation requirements, public space requirements, and design standards of the City.
2. The project provides over twenty-five (25) acres of usable public space for residents, much of which is visible from Ossenfort Road, thereby preserving the view of this valley along this rural roadway.
3. The density is less than allowed under the regulations of the NU Non-Urban Residence District and had the community's support, when first approved for the allowable fifty-five (55) lots.
4. The impact of the project, given its size, has been offset by a number of the conditions in the site-specific ordinance, which include appropriate utility connections to the public systems that are available in the area and stormwater and roadway improvements commensurate with the demand.

Although the Planning and Zoning Commission is wary of an-going extensions to the ordinance-required deadlines, it must acknowledge these reasons remain applicable at this time. Having a planned development that satisfies all of the requirements for a Planned Residential Development Overlay District (PRD) regulations favors another extension of time for the commencement of construction, which the Planning and Zoning Commission is inclined to support and recommend favorably to the City Council. This recommendation by the Planning and Zoning Commission would be for another eighteen (18) month period of time, as requested by the petitioner/developers.

However, it is important to identify that some of the reasons cited in previous extensions of time are no longer as applicable, as they may once have been. For example, previous recommendations recognized the lingering effects on the residential market from the Great Recession and how it continued to affect the project's viability. Yet, over the past several years, the City has experienced an increase in the number of applications for proposed residential developments and would contend the residential market continues to show apparent and strong signs of recovery.

Denying the extension of time for the commencement of construction and allowing the Planned Residential Development Overlay District (PRD) to become void, would not necessarily result in a better project design in the future. Additionally, this development continues to be the best example of the application of the Planned Residential Development Overlay District (PRD) and associated environmental standards and public space requirements to date. Given these circumstances, the Planning and Zoning Commission recommends the requirement relating to the commencement of construction be extended for an additional eighteen (18) months, which modifies the current deadline to **November 27, 2017**.

### **>> SUMMARY AND CONCLUSION <<**

Given the above rationales for this support, the Planning and Zoning Commission is recommending an eighteen (18) month extension of time be granted to this project to proceed to the required level of commencement of construction. Accordingly, the Planning and Zoning Commission is recommending that Planned Residential Development Overlay District Ordinance **#1946** be amended to read as follows:

#### **1. PERMITTED USES**

This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of fifty-five (55), detached single family dwellings on individual lots, with common ground, and all permitted accessory structures. Common ground area shall include all property not within the Planned Residential Development Overlay District boundaries, but utilized for the purposes of density calculation within the same and access to the site (a minimum of sixty-six (66) acres shall be set aside for this purpose and not be used for future lots). The minimum area of this Planned Residential Development Overlay District shall be one hundred ninety-three (193) acres. A re-circulating sand filter type, centralized wastewater treatment facility shall be provided to serve this site.

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

- a. Each dwelling unit shall be located on an individual lot of record, which shall not be less than one (1) acre in overall size. The minimum width of any lot within this P.R.D. Overlay District shall be one hundred fifty (150) feet in distance at the front building line, except for parcels of ground located within any cul-de-sac. These lot frontages (within the cul-de-sacs) shall be as approved on the Site Development Plan by the Planning and Zoning Commission.
- b. The depth of all lots within this residential subdivision shall be a minimum two hundred (200) feet in size.
- 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 at street elevation.
- d. The maximum area of this 193.2 acre tract of land, which can be used for development and related land disturbance for the permitted and accessory uses, shall not exceed forty-six (46) acres, including the Director of Planning's five (5) percent variance.

- e. The minimum amount of this 193.2 acre tract of land, which must be preserved as part of this development, shall be one hundred forty-seven point two (147.2) acres in overall size, including the Director of Planning's five (5) percent variance.
- f. Lots sizes, configurations, and locations shall meet the design of the residential subdivision, as was approved by the Planning and Zoning Commission on the Side Development Plan that was acted upon on June 7, 2004 (made a part hereof and attached in Attachment C). Variations to this approved Site Development Plan referenced herein must be submitted and acted upon the Planning and Zoning Commission, as part of its standard review process. Any requested modifications to these lots shall be based upon locations that are most suitable for disturbance, consistent with the Natural Resource Protection Standards of the City's Subdivision and Development Regulations.

### 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, this time interval may be extended once by the Planning and Zoning Commission in accord with requirements of Chapter 415.510 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 configuration for a lot indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement, along with a minimum and maximum sizes.
- c. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within one hundred (100) feet of this site's boundaries, i.e. curb cut and access locations, stormwater facilities, and utility installations.
- d. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening, with existing and proposed improvements and sidewalks, and general location, size, right-of-way, and pavement width of all interior drives.
- e. The location and size of all freestanding signs, lighting, fences, and other above ground structures, except retaining walls less than two (2) feet in height per section.
- f. Existing and proposed contours at vertical intervals of not more than two (2) feet.
- g. General location of sanitary sewer and stormwater facilities.
- h. Parking and density calculations.
- i. Conceptual location and size of common ground areas, if provided.
- j. 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 Chapter 410 and accompanying Tree Manual.
- k. An inventory of the percent of tree canopy or individual trees to be retained on the site indicated on a Tree Preservation Plan completed in accordance with the City of Wildwood Chapter 410 Tree Preservation and Restoration Code and accompanying Tree Manual.
- l. Location of all existing and proposed easements.
- m. All other information not mentioned above, but required on a Preliminary Plat in accord with Section 1005.060 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:

#### Building Setbacks – 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 setbacks as specified in Chapter 415.110 R-1 One Acre Residence District of the City of Wildwood's Zoning Ordinance, except as noted below:

- 1.) Twenty (20) feet from any roadway right-of-way, whether public or private, except a fifty (50) foot distance from Ossenfort Road, shall be required. All other front yard setback area distances shall comply with Chapter 415.110 R-1 One Acre Residence District.
- 2.) Eight (8) feet from any side yard property line of any individual lot, but a minimum of thirty (30) feet shall be maintained between buildings on adjoining lots
- 3.) Thirty (30) feet from any rear yard property line of any individual lot.

#### **Parking Setbacks - Residential**

- b. All parking stalls or loading spaces, excluding points of ingress or egress and streets and roads, shall comply with the requirements of Chapter 415.110 R-1 One Acre Residence District of the City of Wildwood's Zoning Ordinance.

#### **Miscellaneous Setbacks - Right-of-Way and Other Locations**

- c. No portion of any residential building foundation shall encroach within twenty-five (25) feet of the 'Final Resource Protection Line.'

#### **Access and Roadway Improvements**

- d. Access to Ossenfort Road shall be limited to one (1) residential street approach located to provide required sight distance and flood-free access to all lots and constructed to conform to the requirements of the Department of Public Works in this regard. All work within the right-of-way shall be as directed by the Department of Public Works.
- e. Dedicate the necessary land area along Ossenfort Road to provide a seventy (70) foot right-of-way and construct two (2) feet of additional pavement width along it as well, including the installation of storm drainage facilities and related shoulders, as directed by the City of Wildwood Department of Public Works. Improvement requirements to Ossenfort Road may be escrowed in lieu of their construction by the developer to the City of Wildwood, if deemed appropriate by the Department of Public Works and the Department of Planning.
- f. Construct an internal private roadway system, within a forty (40) foot right-of-way easement, for vehicles and pedestrians to serve the residential lots within this development that complies with the requirements of the City of Wildwood's 'Rural Roadway Standards' and as approved by the Department of Public Works. Street widths shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Earthen swales along portions of the internal street may not be required, where stormwater volumes justify their elimination. Along with this forty (40) foot right-of-way area, provide eight (8) foot wide roadway maintenance, pedestrian, and utility easements on either side of the roadway dedication.
- g. Dedicate a minimum twenty (20) foot easement/dedication along Ossenfort Road to the City of Wildwood for the purposes of constructing a multiple-use trail that conforms to its standards, which shall be as directed by the Department of Public Works. This trail must minimally provide an adequate distance from edge of the Ossenfort Road pavement area to create separation between vehicles and pedestrians. This requirement shall also mean the easement might meander through the area of the subject site abutting the Ossenfort Road right-of-way edge to address public safety considerations.
- h. No direct residential access from any individual lot within this development to Ossenfort Road shall be authorized.

#### **Miscellaneous Roadway Requirements**

- i. 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.
- j. 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.

#### **Parking Requirements**

- k. Parking spaces shall be provided as required by Chapter 415.340 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Ordinance for the R-1 One Acre Residence District. Minimally, two (2) parking spaces for each single family dwelling shall be provided.

#### **Landscape Requirements - Specific**

- l. Landscaping shall adhere to all requirements of Chapter 410 of the City's Tree Preservation and Restoration Code and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.
- m. All streets and roads shall be appropriately landscaped as required by the Chapter 410 Tree Preservation and Restoration Code and be approved by the Planning and Zoning Commission on the Site Development Plan.
- n. 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 Chapter 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 Chapter 410 Tree Preservation and Restoration Code. Initial clearing and grubbing of the site shall be limited to the installation of the internal roadway system.
- o. Landscaping within the defined common ground areas shall comply with Chapter 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual. Those areas of common ground to be used for stormwater detention/retention shall comply with the City of Wildwood requirements in this regard. The Planning and Zoning Commission on the Site Development Plan shall approve the planting pattern.
- p. A registered Landscape Architect shall prepare, submit, and sign all plan(s).

#### **Signs**

- q. Signs for this P.R.D. Overlay District shall be erected in accordance with Chapter 415.410 Sign Regulations of the City of Wildwood Zoning Ordinance for the R-1 One Acre Residence District.
- r. 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**

- s. 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. Minimally, lighting levels and their design specifications shall be approved by the Planning and Zoning Commission, as part of a Lighting Plan submitted in conjunction with the Site Development Plan, and comply with City of Wildwood's Lighting

Code – Chapter 415.450 of the Zoning Ordinance.

#### Miscellaneous Conditions

- t. Parking, circulation, and other applicable site design features shall comply with Chapter 1101, Section 512.4 “Physically Handicapped and Aged” of the S.L.C.R.O. 1974, as amended.
- u. 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.
- v. 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 or boulders. Walls crossing property lines shall be located in a maintenance easement. The Planning and Zoning Commission, as part of the Site Development Plan review process, shall approve said materials and design.
- w. The generalized location of all utility easements for proposed service to this development shall be shown on a Typical Lot Diagram, as approved by the Planning and Zoning Commission on the Site Development Plan. Installation of utilities within the respective easements shall adhere to the requirements of the Natural Resource Protection Standards Analysis and, whenever practical, be placed in areas of existing or proposed disturbance relating to previous site activity, the construction of streets, or the layout of building lots.
- x. All utilities serving this site shall be installed underground in accord with the requirements of the City of Wildwood’s Subdivision and Development Regulations. Any existing easements located on the subject site, which are not being utilized, shall be vacated under the standard procedures of the City of Wildwood Subdivision and Development Regulations.
- y. A trail system shall be installed around the lake and within the common ground areas containing this water feature and the floodplain to provide access to them for recreational purposes. The design of the trail shall be as directed by the Departments of Public Works and Planning and be approved on the Site Development Plan by the Planning and Zoning Commission. Additionally, within the area of the site west of Wild Horse Creek, but not including the access roadway, development shall be limited to the installation of trails, picnic areas, and other similar low-impact activities for the purposes of future use.

#### Sewage Treatment Plant

- z. A minimum four (4) foot high, sight-proof, chain link fence shall be installed around the perimeter of the area where the centralized sewage treatment facility is to be located on the site. This fence shall be constructed with a black vinyl coating, including support structures as well. Wood slating may be incorporated in its design. The Planning and Zoning Commission shall approve the location of this fence on the Site Development Plan.
- aa. Mechanical equipment associated with the operation of this facility shall be adequately screened and soundproofed to reduce noise associated with its operation over any given hour at the boundaries of the Planned Residential Development Overlay District.
- bb. Mechanical systems shall be equipped with alarm systems, which will notify operators of any malfunctions or system failures and an emergency power source to provide for its operation in an event of a power failure. Minimally, the alarm shall be wired to directly notify the operator or maintenance contractor of the failure or shutdown. In the event of a system failure, operators shall meet all emergency procedures, as established by the Missouri Department of Natural Resources and the City of Wildwood.
- cc. The proposed access roadway and maneuvering area will be a maximum of twelve (12) feet in width and paved. The remaining area within the perimeter of the fence not paved shall be surfaced in an appropriate dust-proof material, as determined and approved by the City of Wildwood’s Department of Public Works.

- dd. The developer shall provide a copy of a signed "pump and haul" agreement, whereby failure of the plant would implement a discharge shutdown; waste would be transported to an approved Metropolitan St. Louis Sewer District facility for disposal.
- ee. The operator shall submit monthly inspection reports to the Missouri Department of Natural Resources and the City of Wildwood indicating adherence to all applicable standards established for the maintenance and operation of these types of facilities. This report must include a lab analysis of plant discharge samples (pH, BOD, TSS, fecal coliform) obtained and analyzed by a licensed, accredited laboratory.
- ff. Operators of this facility shall provide verification of licensing with the Missouri Department of Natural Resources in the form of an approved Operating License. Along with this licensing requirement, the developer or Homeowners Association shall provide to the City of Wildwood a bond or cash deposit in the amount of five thousand (\$5,000.00) to guarantee the upkeep of this facility, per Section 510.090 of the City of Wildwood's Municipal Code. This bond or cash deposit shall be in place during the operation of the wastewater treatment facility.
- gg. At any point in the future, the petitioner or the relevant Homeowners Association (or any entity of it), will be required to close this treatment plant when public sanitary sewer service is available to this site by the Metropolitan St. Louis Sewer District or other comparable public district/agency. De-commissioning of the plant shall be the responsibility of the owner/developer and completed according to Missouri Department of Natural Resources and Metropolitan St. Louis Sewer District standards.
- hh. The Homeowners Association shall be required to employ a maintenance contractor that has offices or facilities within a fifty (50) mile radius of the subject site. Verification shall be provided in the form of the signed contract with the location of the office/facility clearly noted.
- ii. The location of this centralized treatment facility shall not be closer to the south boundary of this Planned Residential Development Overlay District than the following: six hundred (600) feet from Ossenfort Road and three hundred (300) feet from the southern boundary of the property.
- jj. No portion of this Planned Residential Development Overlay District site shall be authorized for use by motocross motorcycles and all-terrain vehicles, until such time as occupancy of a single family dwelling is authorized by the City of Wildwood.

## 5. PUBLIC SPACE REQUIREMENTS

Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 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 ordinance, but shall be completed prior to issuance of any zoning authorizations for building permits in excess of fifty (50) percent of the total dwellings 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 permitted lots, shall be 2.2 acres or its equivalent. Qualifying public space shall be deemed to include, in this instance only, the public multiple use trail that is referenced in Section 4(g.) of this ordinance and designed in accordance with the recommendations contained therein. This trail shall be located within an easement, a width to be determined, so as to provide ample and safe separation from the edge of pavement along Ossenfort Road. The design and construction shall conform to the City of Wildwood requirements and be as directed by the Department of Public Works.

## 6. TRAFFIC GENERATION ASSESSMENT FEE

The developer shall contribute to the West Area Traffic Generation Assessment Trust Fund established by Section 140.210 of the City of Wildwood's Revised Codes. This assessment may be paid in full at the time of the first Zoning Authorization for any building or structure, or at the time of each Zoning Authorization for the individual dwellings. This contribution shall not exceed the amount established by multiplying the ordinance required number of parking spaces by the following rate:

<i>Type of Development</i>	<i>Required Contribution</i>
Single Family Dwelling	\$1,055.10 /Parking Space

(Parking space, as defined by Chapter 415.340 of the City of Wildwood Zoning Ordinance.)

If the type of proposed development differs from that listed, rates shall be provided by the Department of Public Works.

The amount of this required contribution, if not submitted by January 1, 2014, 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.

## **7. 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 Department of Public Works 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 standards.
  - 2) All stormwater shall be discharged at an adequate natural discharge point.
  - 3) Retention of differential runoff of stormwater shall be required. These features shall be provided in permanent retention facilities, such as ponds or other acceptable alternatives. These retention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
  - 4) The developer shall provide an engineering analysis of the existing dam to determine its structural stability and any possible upgrades necessary to it. These upgrades, if required, shall be the responsibility of the developer to implement them prior to the issuance of building permits for any dwelling unit, except for display lots.

### **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 that 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.

### **Natural Resource Protection Standard Plans**

- c. Provide a revised and final copy of the Natural Resource Protection Plan indicating all areas of the site, which are to be designated as protected and not developable. This revised and final copy of this map shall be reviewed and signed by a

qualified soil scientist, who completed the analysis, and a statement indicating compliance with all the requirements of Section 1005.200 of the City of Wildwood's Subdivision and Development Regulations.

#### **Floodplain Study**

- d. The developer shall provide a floodplain study to the Department of Public Works indicating compliance to the requirements of the City of Wildwood, the U.S. Army Corp of Engineers, and the Federal Emergency Management Agency regarding disturbance or development in the floodplain. This study shall minimally provide information relating to access across the floodplain area and be reviewed and acted upon by the Department of Public Works, as part of the Site Development Plan submittal process.

#### **Stormwater Pollution Prevention Plan**

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

### **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 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 American Water Company, and the Missouri Department of Natural Resources must be received by the Department of Planning.
- b. Prior to issuance of foundation or building permits for any lot adjoining a common area or detention facility, written certification from a professional engineer, which verifies these areas are graded in accordance with approved plans, must be received by the Department of Public Works.

#### **Land Subdivision**

- c. 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**

- d. 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 the provisions of Chapters 415.470 and 415.510 of the City of Wildwood Zoning Ordinance.

#### **Public Potable Water**

- e. The developer shall be required to provide public potable water from the Missouri American Water Company to the property, and related homesites. Since this area has been designated by the Missouri American Water Company as a "Low Pressure Area," the total number of permitted lots shall be premised on addressing these service issues with its resolution achieved before approval of the Site Development Plan. Verification of this service shall be in a form acceptable to the City of Wildwood. Additionally, the design and location of this water system shall be reviewed and acted upon by the Planning and Zoning Commission, as part of the Site Development Plan submittal process.

### **Escrow Requirements**

- f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

### **Traffic Generation Assessment**

- g. Traffic Generation Assessment contributions shall be deposited with the City of Wildwood in the form of a cash escrow prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment Contribution prior to the issuance of building permits for each phase of the development.

### **Roadway Improvements**

- h. Based upon the preliminary development plan, improvements to the Ossenfort Road right-of-way must be completed prior to issuance of the building permits in excess of fifty (50) percent of the total.

## **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 siltation control measures is required and must comply with the Stormwater Pollution Prevention Plan for this development (SWPPP). The developer shall be solely responsible for obtaining any temporary slope and construction licenses needed to address the installation of public and private improvements on this site that require the use of adjoining parcels of ground that are not under their ownership or control. A demolition permit is required for the removal of the existing dwelling and related structures.
- c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District subdivision shall be prominently displayed at all times in all sales offices of this project
- 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. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public right-of-way. 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 infrastructure improvements.
- f. 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. This restoration must occur within thirty (30) days of the conclusion of preliminary grading as determined by the Director of Public Works.
- g. 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.
- h. 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.
- i. 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.

- j. This zoning approval is conditioned on compliance with the Zoning Ordinance, Subdivision and Development Regulations, 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, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.
- k. Commencement of construction, as defined by the City of Wildwood's Zoning Ordinance (Chapter 415.520), is required of the petitioner/developer of this residential subdivision **on or before November 27, 2017.**

All other conditions remain unchanged and in full force.

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  
Council Members DeHart and McGowen, Ward One  
Ryan S. Thomas, City Administrator  
John A. Young, City Attorney  
Travis Newberry, Planner  
Greg Neichter, Property Owner  
R.J. Throckmorton, Petitioner/Developer

**Editor's Note:** Changes to Ordinance #1946 are shown as follows: additions or amendments **by bolded and underlined red type.**

***Background  
Information***

From: Neichter Greg gregjn@sbcglobal.net  
Subject: Extension of existing PRD Zoning  
Date: May 2, 2016 at 6:19 PM  
To: Joe Vujnich joe@cityofwildwood.com

Joe,  
The PRD Zoning for my 193+ acres on Ossenfort Road in the City Of Wildwood is set to expire on May 27, 2016. As we discussed, I would like to extend the existing zoning for an additional eighteen (18) months.

Thanks,  
Greg Neichter, Manager  
Neichter Farm LLC  
1412 South Mason Road  
Town and Country, Missouri 63131  
314-909-0442  
gregjn@sbcglobal.net

CITY OF WILDWOOD

MAY 02 2016

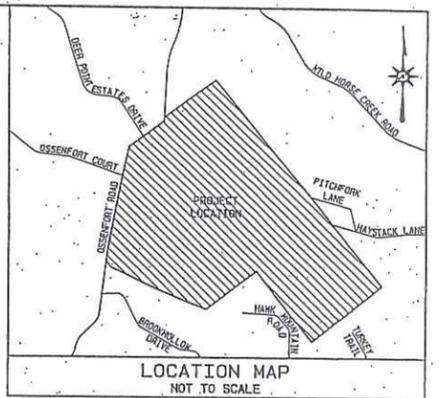
DEPT OF PLANNING & PARKS

***Site Development Plan***

# DEER VALLEY ESTATES

A TRACT OF LAND BEING PART OF U.S. SURVEY 957, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI.

"NU" NON-URBAN RESIDENCE DISTRICT AND "FPNU" FLOODPLAIN NON-URBAN RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT.



PRESENT OWNER:  
NEICHTER FARM L.L.C.  
1412 SOUTH MASON ROAD  
TOWN & COUNTRY, MO 63131  
D.B. 15780 PG. 1002  
LOC. # 22Y 24 0055

PREPARED FOR:  
NEICHTER FARM L.L.C.  
1412 SOUTH MASON ROAD  
TOWN & COUNTRY, MO 63131  
D.B. 15780 PG. 1002  
LOC. # 22Y 24 0055  
PHONE: 314-909-0442

LAND DESCRIPTION  
OSSEFORT ROAD  
193.190 ACRES  
MARCH 27, 2002

JOB NUMBER 01-156

A TRACT OF LAND BEING PART OF U.S. SURVEY 957, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF WILD HORSE FARM, A SUBDIVISION AS RECORDED IN PLAT BOOK 321 PAGE 49, OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE, WITH THE NORTHWEST LINE OF WILD HORSE CREEK HILLS PLAT 3, A SUBDIVISION RECORDED IN PLAT BOOK 273 PAGE, OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID NORTHWEST LINE, SOUTH 50 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 1315.46 FEET TO THE NORTHEAST LINE OF WILD HORSE CREEK HILLS PLAT 4, A SUBDIVISION AS RECORDED IN PLAT BOOK 268 PAGE 94 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID NORTHEAST LINE, NORTH 37 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 1341.93 FEET TO THE MOST NORTHERN CORNER THEREOF;

THENCE ALONG THE NORTHWEST LINE, THEREOF, SOUTH 52 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 932.14 FEET TO THE NORTH LINE OF BROOKHOLLOW, A SUBDIVISION AS RECORDED IN PLAT BOOK 273 PAGE 35, OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 68 DEGREES 42 MINUTES 12 SECONDS WEST A DISTANCE OF 774.29 FEET, NORTH 64 DEGREES 24 MINUTES 42 SECONDS WEST A DISTANCE OF 763.27 FEET, NORTH 37 DEGREES 44 MINUTES 27 SECONDS WEST A DISTANCE OF 117.26 FEET TO THE EAST RIGHT OF WAY LINE OF OSSEFORT (40 FOOT WIDE) ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 06 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 157.47 FEET, NORTH 09 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 156.42 FEET, NORTH 11 DEGREES 35 MINUTES 27 SECONDS EAST A DISTANCE OF 200.44 FEET, NORTH 10 DEGREES 54 MINUTES 01 SECOND EAST A DISTANCE OF 800.40 FEET, NORTH 11 DEGREES 53 MINUTES 16 SECONDS EAST A DISTANCE OF 470.50 FEET, NORTH 52 DEGREES 19 MINUTES 26 SECONDS EAST A DISTANCE OF 674.45 FEET, NORTH 02 DEGREES 19 MINUTES 26 SECONDS EAST A DISTANCE OF 52.22 FEET TO THE SOUTHEAST LINE OF U.S. SURVEY 1956, ALSO BEING THE NORTHWEST LINE OF U.S. SURVEY 957;

THENCE ALONG SAID NORTHWEST LINE, NORTH 52 DEGREES 19 MINUTES 26 SECONDS EAST A DISTANCE OF 930.96 FEET TO THE NORTHWEST CORNER, THEREOF;

THENCE ALONG THE NORTHEAST LINE OF SAID U.S. SURVEY 957, SOUTH 37 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 3964.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 193.190 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE & ASSOCIATES DURING THE MONTH OF MARCH, 2002 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD, IF ANY.

## PERTINENT DATA

SCHOOL DISTRICT: ROCKWOOD SCHOOL DISTRICT (938-2200)  
NEAREST HIGH STREET INTERSECTION: OSSEFORT RD. & WILDHORSE CREEK RD. APPROX. 1500' TO THE NORTH

FIRE DISTRICT: METRO WEST FIRE PROTECTION DISTRICT  
SEWER DISTRICT: PRIVATE SEWER TREATMENT PLANT  
WATERSHED: WILD HORSE CREEK  
WATER: MISSOURI AMERICAN WATER COMPANY  
GAS: LACLEDE GAS COMPANY  
ELECTRIC: AMGEN UTILITY  
TELEPHONE: SOUTHWESTERN BELL  
CABLE T.V. PROVIDER: CHARTER COMMUNICATIONS  
SOURCE OF TOPOGRAPHIC INFORMATION: SANBORN MAPPING  
ZIP CODE: 63036

## GENERAL NOTES

GROSS ACREAGE OF TRACT: 193.190 ACRES  
PRESENT ZONING OF TRACT: "NU" NON-URBAN RESIDENCE DISTRICT AND "FPNU" FLOODPLAIN NON-URBAN RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT  
PRESENT LAND USE: VACANT  
PROPOSED LAND USE: 55 SINGLE FAMILY RESIDENCES  
DENSITY CALCULATIONS:  
GROSS AREA OF TRACT: 193.190 ACRES

"NU" / "FPNU" W/P.R.D. DENSITY CALCS.  
("NU" / "FPNU") ("FPNU")  
193.20 - 27.81 = 165.39 AC.

165.39 AC. / 3.0 AC. = 55 LOTS

- LOTS PROPOSED: 55 SINGLE FAMILY RESIDENCES
- REQUIRED PARKING: 55 DWELLING UNITS @ 2/D.U. = 110 P.S.
- PROPOSED PARKING: 110 P.S. (MIN. 9' X 19')
- COMMON GROUND: 66.395 ACRES
- GRADING AND DRAINAGE PER CITY OF WILDWOOD AND M.S.D. STANDARDS. SLOPE SHALL NOT EXCEED 3 (HORIZONTAL) : 1 (VERTICAL), UNLESS SUPPORTED BY GEOTECHNICAL REPORT AND APPROVED BY THE CITY OF WILDWOOD.
- ALL PROPOSED STREETS TO BE DEDICATED AS PRIVATE.
- STORMWATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- LANDSCAPE STANDARDS PER CITY OF WILDWOOD STANDARDS.
- STREET LIGHTING TO BE PROVIDED PER CITY OF WILDWOOD STANDARDS.
- ENTRANCE, STREET INTERSECTION, AND ENTRANCE ISLAND SHALL BE CONSTRUCTED TO CITY OF WILDWOOD STANDARDS.
- SIGNAGE SHALL COMPLY WITH CITY OF WILDWOOD STANDARDS.
- MAXIMUM HEIGHT OF PROPOSED DWELLING UNITS IS 2-STORY OR MAX. 35 FEET.
- ENTRANCE MONUMENTS WILL BE ON BOTH SIDES OF THE DIVIDED ENTRANCE AND THE ENTRANCE ISLAND WITH A MAXIMUM OF TWO (2) SIGNS TO CONFORM TO THE CITY OF WILDWOOD ORDINANCE.
- THE INDENTURES FOR THIS PROPOSED SUBDIVISION WILL BE PROVIDED TO THE CITY PRIOR TO THE RECORDING OF THE RECORD PLAT.
- NO PLANTS, TREES, SIGNS, ETC. GREATER THAN THIRTY-SIX (36) INCHES IN HEIGHT SHALL BE PLACED IN THE SIGHT DISTANCE TRIANGLE.
- ALL EASEMENTS OF RECORD PER THE CLIENT SUPPLIED TITLE COMMITMENT HAVE BEEN INDICATED ON THE PLAN.
- THE EXISTING FENCE ALONG OSSEFORT ROAD AND ALONG THE COMMON LINE OF BROOKHOLLOW COMMON GROUND IS TO BE REMOVED AND REPLACED WITH 3-RAIL VINYL FENCE.
- AS PART OF THE CONSTRUCTION PLAN PROCESS, A SERVICE PROVIDER FOR THE MAINTENANCE OF THE TREATMENT PLANT WILL BE CHOSEN.
- NO PARKING ON EITHER SIDE OF THE 20 FOOT WIDE STREETS WILL BE ALLOWED PER THE METRO WEST FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY.
- INITIAL GRADING PHASE FOR THIS DEVELOPMENT WILL BE FOR THE PURPOSE OF ROADWAY INSTALLATION ONLY (APPROXIMATELY 4.5+ ACRES).
- IMPROVEMENTS TO OSSEFORT ROAD RIGHT-OF-WAY MUST BE COMPLETED PRIOR TO ISSUANCE OF BUILDING PERMITS IN EXCESS OF (50) PERCENT.
- THE 8' WIDE (PUBLIC) MULTI-USE TRAIL WILL BE INSTALLED BY THE DEVELOPER OR THE FINISH GRADE WILL BE PROVIDED ALONG WITH A CASH ESCROW TO THE CITY FOR ITS INSTALLATION.
- TOTAL LENGTH OF PRIVATE TRAIL = 8,300 L.F.

## SANITARY TREATMENT PLANT NOTES

EMERGENCY EQUIPMENT AND PROCEDURES:  
IN CASE OF WASTEWATER TREATMENT PLANT PROBLEMS, THE FOLLOWING PROCEDURES SHALL APPLY:

- PUMP FAILURE: 2 PUMPS ARE PROVIDED TO GIVE 100% BACKUP. IF ONE PUMP FAILS, THE PUMP CONTROLLER WILL SWITCH TO THE SECOND PUMP. IF BOTH PUMPS FAIL, A HIGH WATER ALARM WILL SOUND AND AN OUTSIDE LIGHT WILL COME ON. IF EITHER OF THESE CONDITIONS OCCUR, THE OPERATIONAL COMPANY OF KELPE CONTRACTING, INC. WILL BE CONTACTED TO CORRECT THE FAILURE CONDITION.

Kelpe Contracting, Inc.  
P.O. Box 100  
Wildwood, MO 63030  
636-498-1400  
Contact: David Fuzsner

- LIGHT AND SIREN: THESE SYSTEMS HAVE A BATTERY BACKUP IN CASE OF POWER FAILURE. THIS WILL ALSO BE MAINTAINED BY KELPE CONTRACTING, INC.

- POWER FAILURE: IN THE EVENT OF A POWER FAILURE, THE LIGHT AND SIREN WILL COME ON. KELPE CONTRACTING, INC. MAY THEN BE CONTACTED AND THEY WILL CONTACT THE PUMP AND HULL CONTRACTOR WHO WILL PUMP AND HULL SANITARY SEWAGE FROM THE FACILITY. THE PUMP AND HULL CONTRACTOR IS:

Acne Septic Tank Service  
P.O. Box 10  
Pacific, MO 63069  
636-498-3100  
Contact: Juanita Walke

- PLANT MAINTENANCE: KELPE CONTRACTING, INC. SHALL CONDUCT REGULAR, WEEKLY VISITS TO CHECK AND MAINTAIN PLANT OPERATION, MECHANICAL SYSTEMS AND ELECTRICAL SYSTEMS.

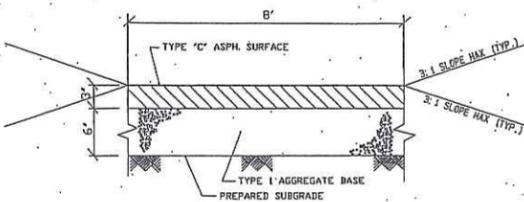
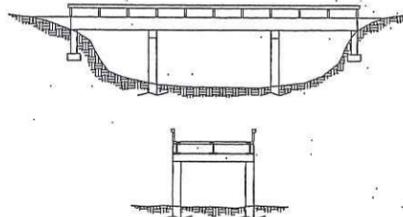
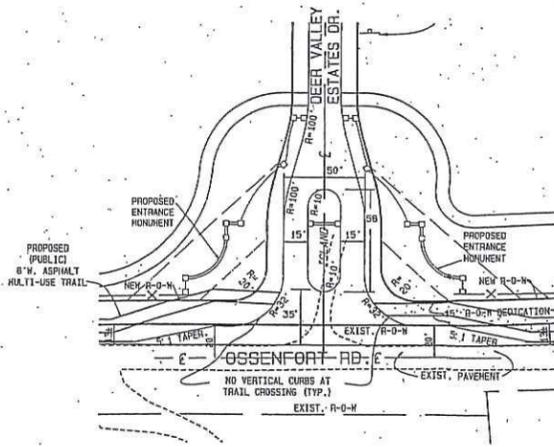
- PLANT EFFLUENT: KELPE CONTRACTING, INC. SHALL CONDUCT REGULAR VISITS TO MAXIMIZE PLANT OPERATION AND TEST PLANT EFFLUENT. KELPE CONTRACTING, INC. WILL ALSO SUBMIT REGULAR REQUIRED REPORTS TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND TO THE CITY OF WILDWOOD.

## LEGEND

- DENOTES 1/2" IRON PIPE WITH PLASTIC CAP STAMPED COLE LS 266D SET, UNLESS NOTED OTHERWISE.
- ▲ DENOTES MONUMENTATION FOUND AS NOTED ON PLAT

## BOUNDARY SURVEY NOTES:

- ALL BEARINGS AND DISTANCES ARE RECORDED (R) AND SURVEYED (S), UNLESS OTHERWISE NOTED.
- THIS SURVEY HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI (4CS930-16.010), AND MEETS THE REQUIREMENTS OF AN URBAN CLASS SURVEY, AS DEFINED THEREIN.
- MSD 16-134 ELEVATION 530.09 STANDARD ALUMINUM DISK STAMPED SL-97 1991, DISK IS AT THE NORTHWEST CORNER OF OSSEFORT ROAD AND DEER VALLEY ESTATES DRIVE, 45 FEET NORTH OF THE CENTERLINE OF OSSEFORT ROAD AND 51 FEET WEST OF THE CENTERLINE OF DEER VALLEY DRIVE.
- TOTAL AREA OF BOUNDARY = 193.190 ACRES.
- BASIS OF BEARING: THE BEARING ALONG THE NORTH LINE OF BROOKHOLLOW AS RECORDED IN PLAT BOOK 273, PAGE 35 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE AS ESTABLISHED BY GPS OBSERVATION; GAS MONUMENT SL-97 WAS OCCUPIED AND TIED TO THE AZIMUTH MARK, WHICH NORTH LINE BEARS NORTH 64 DEGREES 24 MINUTES 42 SECONDS WEST.
- CORNER OF RECORD: OLD CONCRETE MONUMENT FOUND AT AN ANGLE POINT ON THE NORTH LINE OF BROOKHOLLOW AS SHOWN ON PLAT BOOK 273, PAGE 35 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
- SOURCE OF RECORD TITLE:
  - GENERAL WARRANTY DEED GRANTED TO GREGORY J. NEICHTER AS RECORDED BY DEED IN BOOK 10844, PAGE 1312 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
- TITLE COMMITMENTS: STEWART TITLE COMMITMENT NUMBER: X69796 EFFECTIVE DATE: DECEMBER 6, 1988
- SCHEDULE B,
  - ITEM B EASEMENT TO YAKHOLA PIPE LINE CO. ACCORDING TO INSTRUMENT RECORDED IN BOOK 424 PAGE 111, SAID EASEMENT WAS ASSIGNED TO OZARK PIPE LINE CORPORATION RECORDED IN BOOK 472 PAGE 14. (BLANKET EASEMENT, MAY NOT EFFECT 193.19 ACRE TRACT).



LOT	Area (SQ FT)	Area (Ac.)
LOT 1	125787	2.868
LOT 2	163344	3.750
LOT 3	83394	1.914
LOT 4	80907	1.848
LOT 5	79777	1.831
LOT 6	92660	2.127
LOT 7	72246	1.659
LOT 8	44221	1.020
LOT 9	68723	1.578
LOT 10	146203	3.356
LOT 11	124509	2.858
LOT 12	86407	1.984
LOT 13	58577	1.344
LOT 14	71181	1.634
LOT 15	75363	1.730
LOT 16	99520	2.287
LOT 17	68526	1.527
LOT 18	51509	1.182
LOT 19	68056	1.562
LOT 20	75435	1.732
LOT 21	57123	1.311
LOT 22	109364	2.511
LOT 23	127389	2.920
LOT 24	155310	3.565
LOT 25	101155	2.322
LOT 26	89500	1.963
LOT 27	89500	1.963
LOT 28	154779	3.553
LOT 29	124835	2.868
LOT 30	91521	2.103
LOT 31	103730	2.391
LOT 32	113256	2.600
LOT 33	245629	5.639
LOT 34	251899	5.783
LOT 35	105893	2.431
LOT 36	78840	1.809
LOT 37	72155	1.656
LOT 38	62764	1.441
LOT 39	63532	1.459
LOT 40	90372	2.075
LOT 41	71293	1.637
LOT 42	71176	1.634
LOT 43	64890	1.489
LOT 44	74339	1.707
LOT 45	81889	1.880
LOT 46	72724	1.670
LOT 47	69066	1.586
LOT 48	89718	2.050
LOT 49	53701	1.233
LOT 50	62903	1.444
LOT 51	157629	3.619
LOT 52	73483	1.686
LOT 53	45736	1.050
LOT 54	48120	1.105
LOT 55	58776	1.349
COMMON GROUND A	1089190	25.004
COMMON GROUND B	1798357	41.239
COMMON GROUND ISLANDS	6610	0.152
DEDICATION	35521	0.833
	37900	0.870

## ENGINEERING DECLARATION

THE INFORMATION ON THIS PLAN IS FROM EXISTING AVAILABLE DATA. THE ENGINEERING IS PRELIMINARY AND CONCEPTUAL AND SHALL NOT BE CONSIDERED AS THE FINAL DESIGN FOR CONSTRUCTION, BUT FOR PRELIMINARY COSTS AND CONCEPT ONLY. THIS PRELIMINARY IS SUBJECT TO CHANGE BASED ON COMPLETE FIELD INFORMATION, ENGINEERING CALCULATIONS, AND FUTURE AVAILABLE DATA.

COLE & ASSOCIATES, INC.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY, TO NEICHTER-THROCKMORTON DEVELOPMENT THAT AT THEIR REQUEST DURING THE MONTH OF AUGUST, 2002, COLE & ASSOCIATES, INC. HAS PREPARED A SITE DEVELOPMENT PLAN OF A TRACT OF LAND BEING PART OF U.S. SURVEY 957, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI. THIS PLAN IS BASED ON A BOUNDARY SURVEY COMPLETED BY COLE & ASSOCIATES, INC. THIS PRELIMINARY PLAN AND THE SURVEY ON WHICH IT IS BASED WERE EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY AND THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

COLE & ASSOCIATES, INC. L.S. 266-D  
PROJECT NO. 01-156

BRIAN J. FISCHER, PLS  
MISSOURI CERT. NO. L.S. 266A  
DATED: \_\_\_\_\_

## DEER VALLEY ESTATES SITE DEVELOPMENT PLAN

**Cole & Associates Inc.**  
Planning - Civil Engineering - Land Surveying

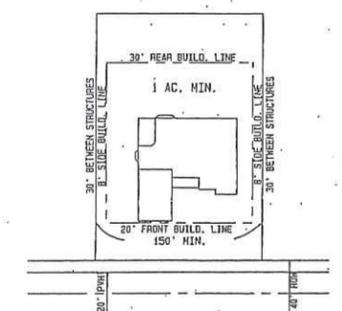
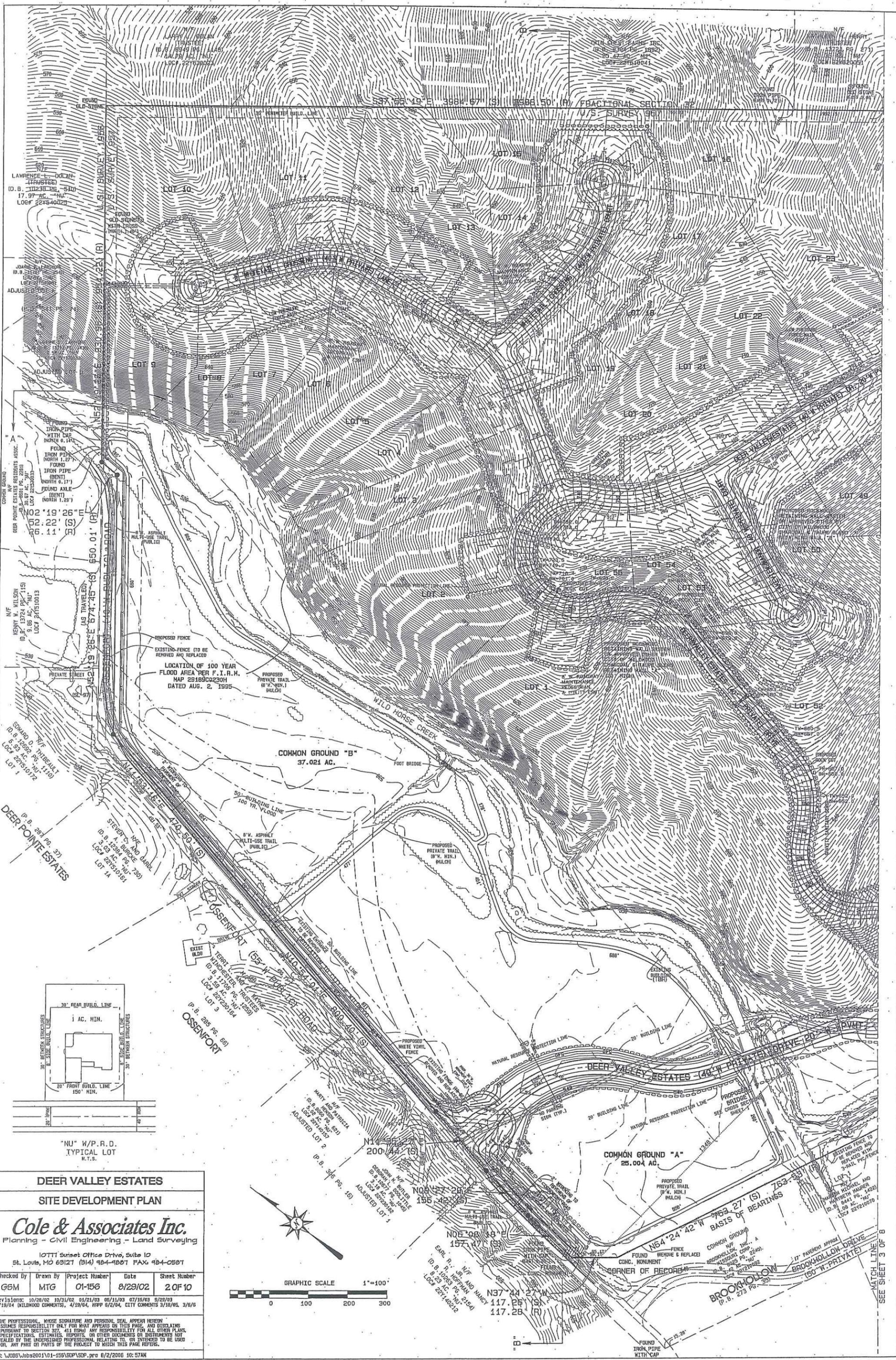
10777 Sunset Office Drive, Suite 10  
St. Louis, MO 63127 (314) 484-4887 FAX 484-0587

Checked By	Drawn By	Project Number	Date	Sheet Number
G&M/BJF	MTG	01-156	8/29/02	1 OF 10

Revisions: 10/23/02, 10/28/02, 10/31/02, 01/15/03, 01/21/03, 07/16/03, 07/23/03, 9/23/03, 3/15/04 (WILDWOOD COMMENTS), CITY COMMENTS 3/18/04, 3/19/04

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**DEER VALLEY ESTATES**  
**SITE DEVELOPMENT PLAN**

**Cole & Associates Inc.**  
 Planning - Civil Engineering - Land Surveying

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 St. Louis, MO 63127 (314) 984-4887 FAX: 984-0587

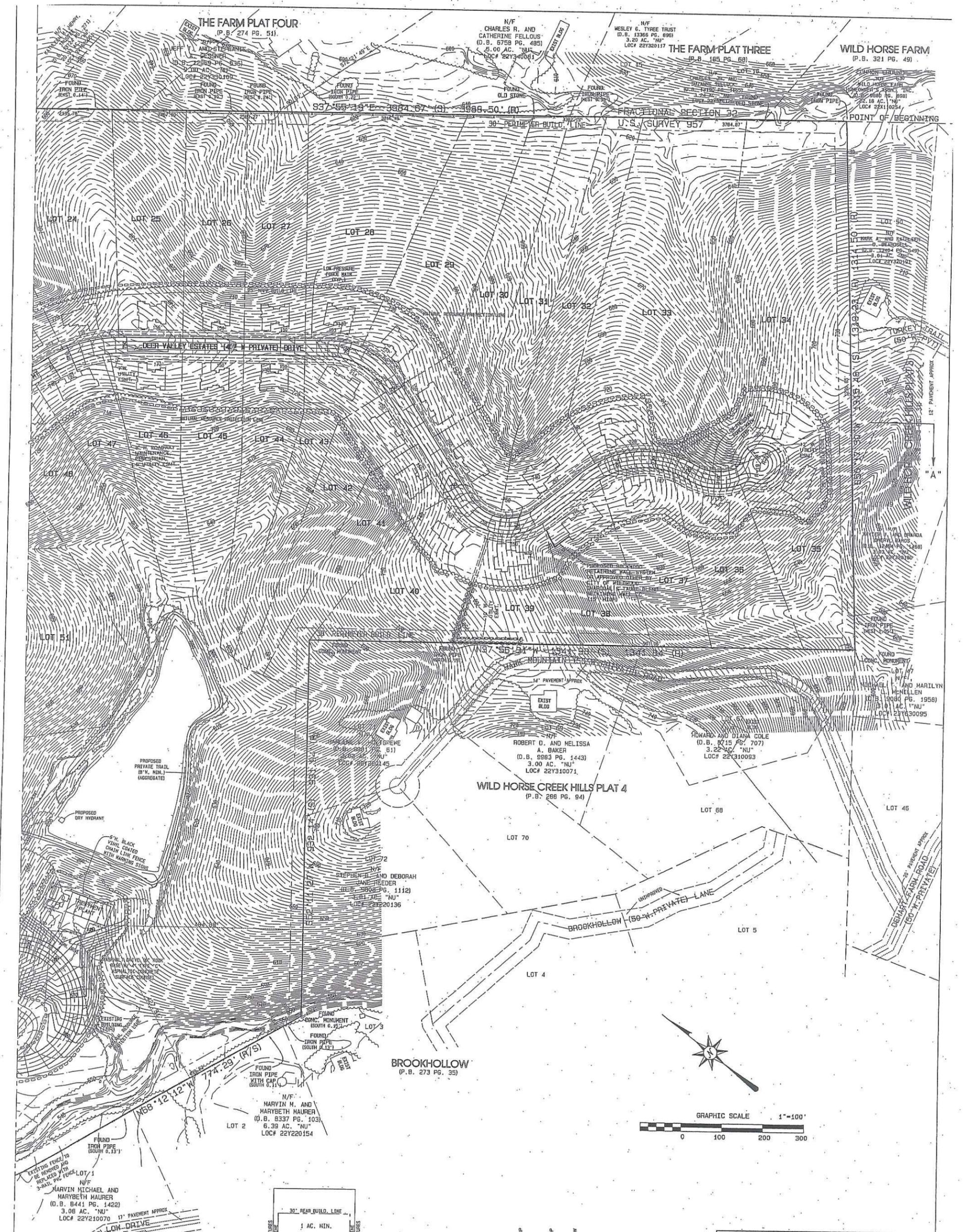
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G6M	MTG	01-156	8/29/02	2 OF 10

Revisions: 10/28/02 10/31/02 01/21/03 05/11/03 07/18/03 9/29/03  
 3/19/04 (WILDMOD COMMENTS), 4/19/04, HPP 6/2/04, CITY COMMENTS 3/18/05, 3/6/06

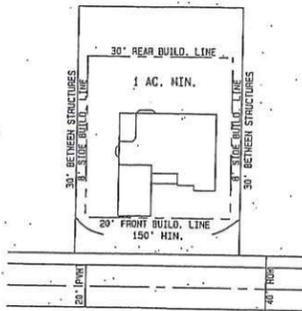
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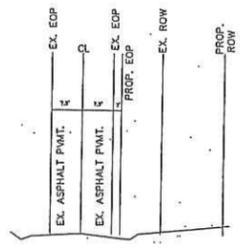
SEE SHEET 3 OF 8



MATCH LINE  
SEE SHEET 2 OF 8



"NU" W/P.R.D.  
TYPICAL LOT  
N.T.S.



TYPICAL DOSSENFORT RD.  
SECTION  
NO SCALE

<b>DEER VALLEY ESTATES</b>				
<b>SITE DEVELOPMENT PLAN</b>				
<i><b>Cole &amp; Associates Inc.</b></i>				
Planning - Civil Engineering - Land Surveying				
10771 Sunset Office Drive, Suite 10 St. Louis, MO 63121 (314) 484-4887 FAX: 484-0587				
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G&M	MTG	01-156	8/29/02	3 OF 10
Revisions: 10/28/02 10/31/02 01/21/03 05/11/03 07/18/03 9/29/03 3/19/04 (WILLOWOOD COMMENTS), 4/19/04, 5/2/04, CITY COMMENTS 3/19/05, 3/6/05				
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S37°55'19"E, 3984.67' (S) · 3988.50' (R) FRACTIONAL SECTION 32

U.S. SURVEY 957

U.S. SURVEY 1956  
U.S. SURVEY 958

N52°19'26"E, 930.96' (S) 954.22' (R)

N02°19'26"E  
52.22' (S)  
26.11' (R)

(AS TRAVELED)  
OSSENFORT (40'-W. PUBLIC) ROAD

N11°53'16"E, 470.50' (S)

OSSENFORT (55'-W. PUBLIC) ROAD

N10°54'01"E, 800.40' (S)

N11°35'27"E  
200.44' (S)

N09°27'20"E  
156.42' (S)

N06°06'18"E  
157.47' (S)

N37°44'27"W  
117.26' (S)  
117.28' (R)

N64°24'42"W, 763.53' (R)  
N64°24'42"W, 763.27' (S)  
BASIS OF BEARINGS

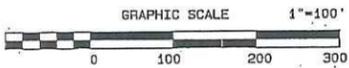
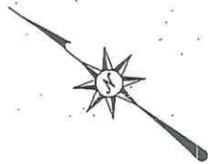
CORNER OF RECORD

LOCATION OF 100 YEAR  
FLOOD AREA PER F.I.R.M.  
MAP 29189C0230H  
DATED AUG. 2, 1995

NATURAL RESOURCE PROTECTION LINE

NATURAL RESOURCE PROTECTION LINE

NATURAL RESOURCE PROTECTION LINE



**DEER VALLEY ESTATES**

**NATURAL RESOURCE PROTECTION PLAN**

**Cole & Associates Inc.**  
Planning - Civil Engineering - Land Surveying

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St. Louis, MO 63121 (314) 484-4887 FAX: 484-0587

Checked By	Drawn By	Project Number	Date	Sheet Number
GSM	MTG	01-156	8/29/02	4 OF 10

Revisions: 10/28/02 10/31/02 01/21/03 05/11/03 07/16/03 9/25/03  
3/19/04 (MILWAUKEE COMMENTS), NRP 8/2/04 3/6/5

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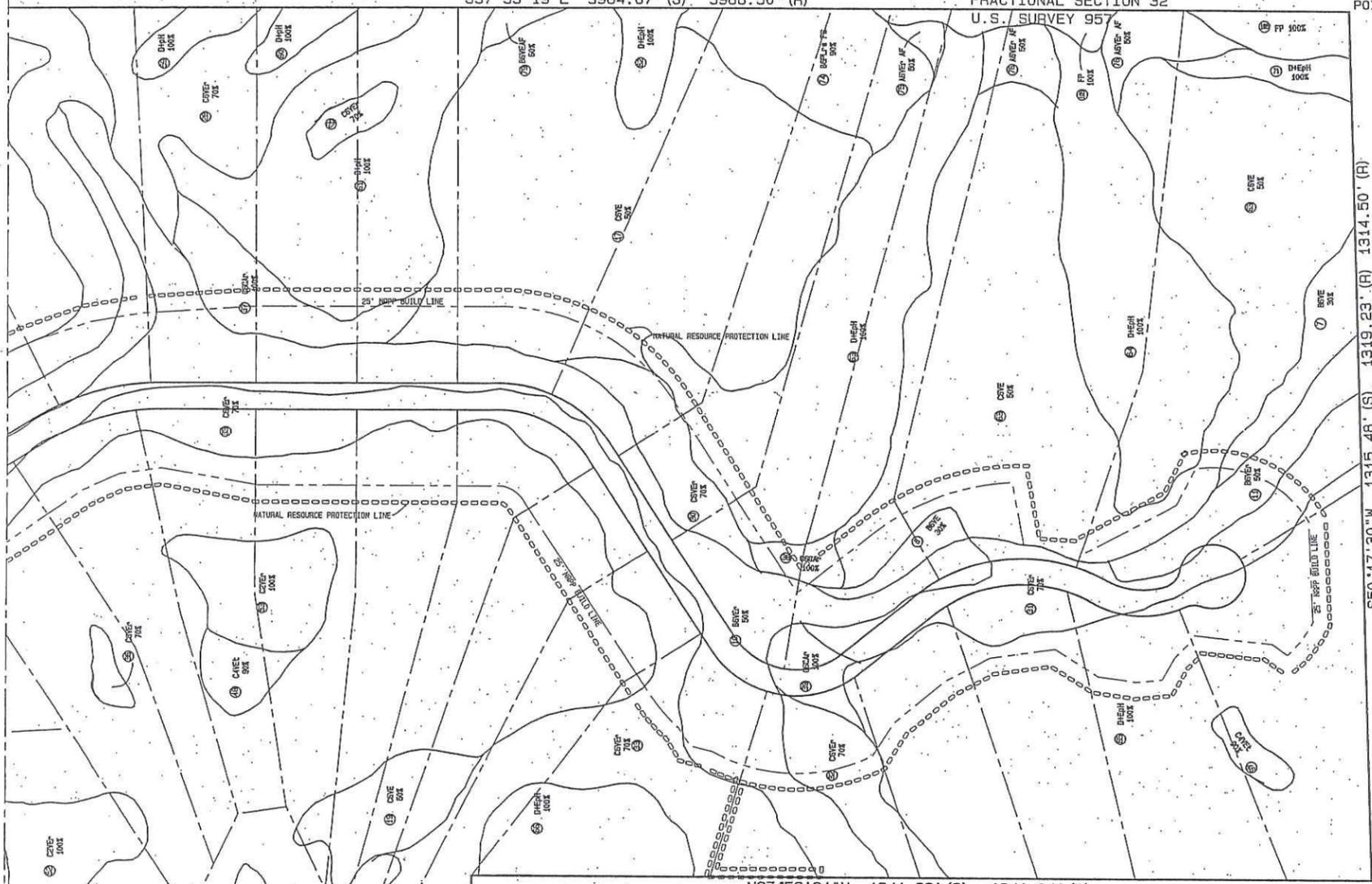
MATCH LINE  
SEE SHEET 5 OF 8

S37°55'19"E 3984.67' (S) 3988.50' (R)

FRACTIONAL SECTION 32

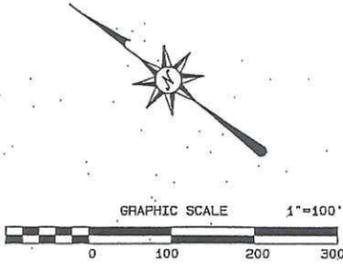
POINT OF BEGINNING

U.S. SURVEY 957



MAP SYMBOL	PRESERVATION PERCENTAGE	MAP UNL ACRES	ACRES REQUIRED TO BE PRESERVED	USABLE ACRES	ACRES PRESERVED	ACRES DISTURBED
ABPL	0%	0.34	0.0	0.34	0.00	0.34
ABPL (TE)	30%	8.52	2.55	5.97	8.16	0.36
ABPLr (TE)	50%	5.49	2.74	2.75	2.91	1.83
ABPLre (TE)	60%	3.73	2.24	1.49	3.69	0.04
ABVEr (AF)	50%	1.17	0.59	0.58	1.17	0.00
B6VE	30%	2.99	0.90	2.09	1.27	1.72
B6VEr	50%	9.71	4.85	4.86	1.22	8.49
B6PLre (FS)	90%	1.08	0.97	0.11	1.08	0.00
B6VE (AF)	60%	0.06	0.04	0.02	0.05	0.00
B6VEr (AF)	80%	0.62	0.49	0.13	0.40	0.22
B6PL (TE)	60%	0.15	0.09	0.05	0.07	0.08
B6CAR	80%	0.36	0.29	0.07	0.00	0.36
B4VEt	70%	0.74	0.52	0.22	0.38	0.36
C6VE	50%	21.99	10.99	11.00	17.41	4.58
C6CA	80%	0.36	0.29	0.07	0.23	0.13
C6VEr	70%	17.82	12.47	5.35	6.77	11.05
C6CAR	100%	1.79	1.79	0.00	1.00	0.79
C6VEr (FS)	100%	0.28	0.28	0.00	0.28	0.00
C6VEr (AF)	100%	1.06	1.06	0.00	1.06	0.00
C4VEt	90%	6.47	5.82	0.65	5.20	1.27
C2VEr	100%	8.41	8.41	0.00	6.48	1.93
D+EPH	100%	75.59	75.59	0.00	65.28	10.16
WETLAND	100%	5.54	5.54	0.00	3.34	1.05
FLOOD PLAIN	100%	14.02	14.02	0.00	15.19	0.83
CHANNEL	100%	2.57	2.57	0.00	2.46	0.11
DAM	100%	0.60	0.60	0.00	0.37	0.23
WATER	100%	2.21	2.21	0.00	2.21	0.00
TOTALS		193.67	157.91	35.76	147.74	45.93
OTHER	0%		(10.915)	0.000	0.000	
			147.001	132.195		

MATCH LINE  
SEE SHEET 4 OF 8



THIS NATURAL RESOURCE PROTECTION PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CONSULTING SOIL SCIENTIST REPORT DATED MARCH 25, 2002

DENNIS M. WEINERT - SOIL SCIENTIST

DATED

**DEER VALLEY ESTATES**  
**NATURAL RESOURCE PROTECTION PLAN**

***Cole & Associates Inc.***  
 Planning - Civil Engineering - Land Surveying

10771 Sunset Office Drive, Suite 10  
 St. Louis, MO 63121 (314) 984-9881 FAX: 984-0581

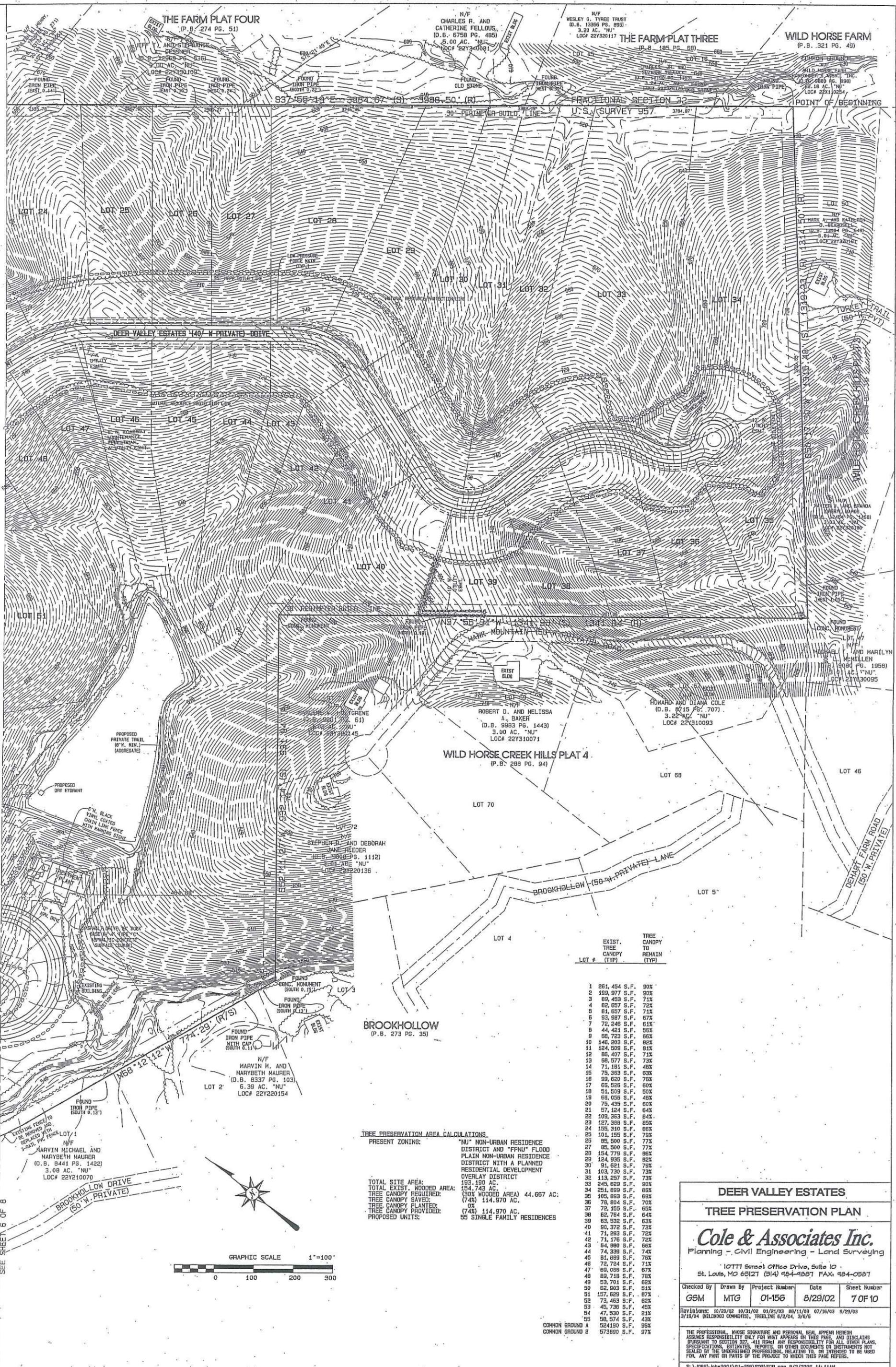
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GSM	MTG	01-156	8/29/02	5 OF 10

Revisions: 10/28/02, 10/31/02, 01/21/03, 05/11/03, 07/16/03, 9/29/03  
 3/19/04 (MILWAUKEE COMMENTS), 8/2/04, 3/8/06

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**TREE PRESERVATION AREA CALCULATIONS**

PRESENT ZONING: "U" NON-URBAN RESIDENCE DISTRICT AND "FPMU" FLOOD PLAIN NON-URBAN RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT

TOTAL SITE AREA: 193,490 AC.  
 TOTAL EXIST. WOODED AREA: 154,743 AC.  
 TREE CANOPY REQUIRED: (90% WOODED AREA) 44,667 AC.  
 TREE CANOPY SAVED: (74%) 114,970 AC.  
 TREE CANOPY PLANTED: 0%  
 TREE CANOPY PROVIDED: (74%) 114,970 AC.  
 PROPOSED UNITS: 55 SINGLE FAMILY RESIDENCES

LOT #	EXIST. TREE CANOPY (TYP)	TREE CANOPY TO REMAIN (TYP)
-------	--------------------------	-----------------------------

1	261,454 S.F.	90%
2	199,977 S.F.	90%
3	89,403 S.F.	71%
4	82,657 S.F.	72%
5	81,657 S.F.	71%
6	93,897 S.F.	67%
7	72,246 S.F.	61%
8	44,421 S.F.	56%
9	58,723 S.F.	66%
10	146,203 S.F.	82%
11	124,509 S.F.	81%
12	86,407 S.F.	71%
13	58,577 S.F.	73%
14	71,181 S.F.	46%
15	75,553 S.F.	63%
16	99,520 S.F.	75%
17	65,926 S.F.	60%
18	51,509 S.F.	50%
19	68,056 S.F.	48%
20	75,435 S.F.	60%
21	87,124 S.F.	64%
22	109,363 S.F.	64%
23	127,388 S.F.	65%
24	155,310 S.F.	75%
25	101,155 S.F.	66%
26	85,500 S.F.	77%
27	85,500 S.F.	77%
28	154,779 S.F.	86%
29	124,935 S.F.	82%
30	91,521 S.F.	75%
31	103,730 S.F.	73%
32	113,257 S.F.	73%
33	245,629 S.F.	90%
34	251,899 S.F.	86%
35	105,893 S.F.	65%
36	79,804 S.F.	70%
37	72,155 S.F.	65%
38	62,764 S.F.	64%
39	63,532 S.F.	63%
40	90,372 S.F.	75%
41	71,293 S.F.	72%
42	71,176 S.F.	72%
43	54,880 S.F.	66%
44	74,339 S.F.	74%
45	81,859 S.F.	76%
46	72,724 S.F.	71%
47	69,055 S.F.	67%
48	89,718 S.F.	78%
49	59,791 S.F.	62%
50	146,203 S.F.	82%
51	157,629 S.F.	87%
52	73,463 S.F.	62%
53	45,736 S.F.	45%
54	47,530 S.F.	21%
55	55,574 S.F.	43%
56	524,190 S.F.	95%
57	573,890 S.F.	97%

**DEER VALLEY ESTATES**

**TREE PRESERVATION PLAN**

*Cole & Associates Inc.*  
 Planning - Civil Engineering - Land Surveying

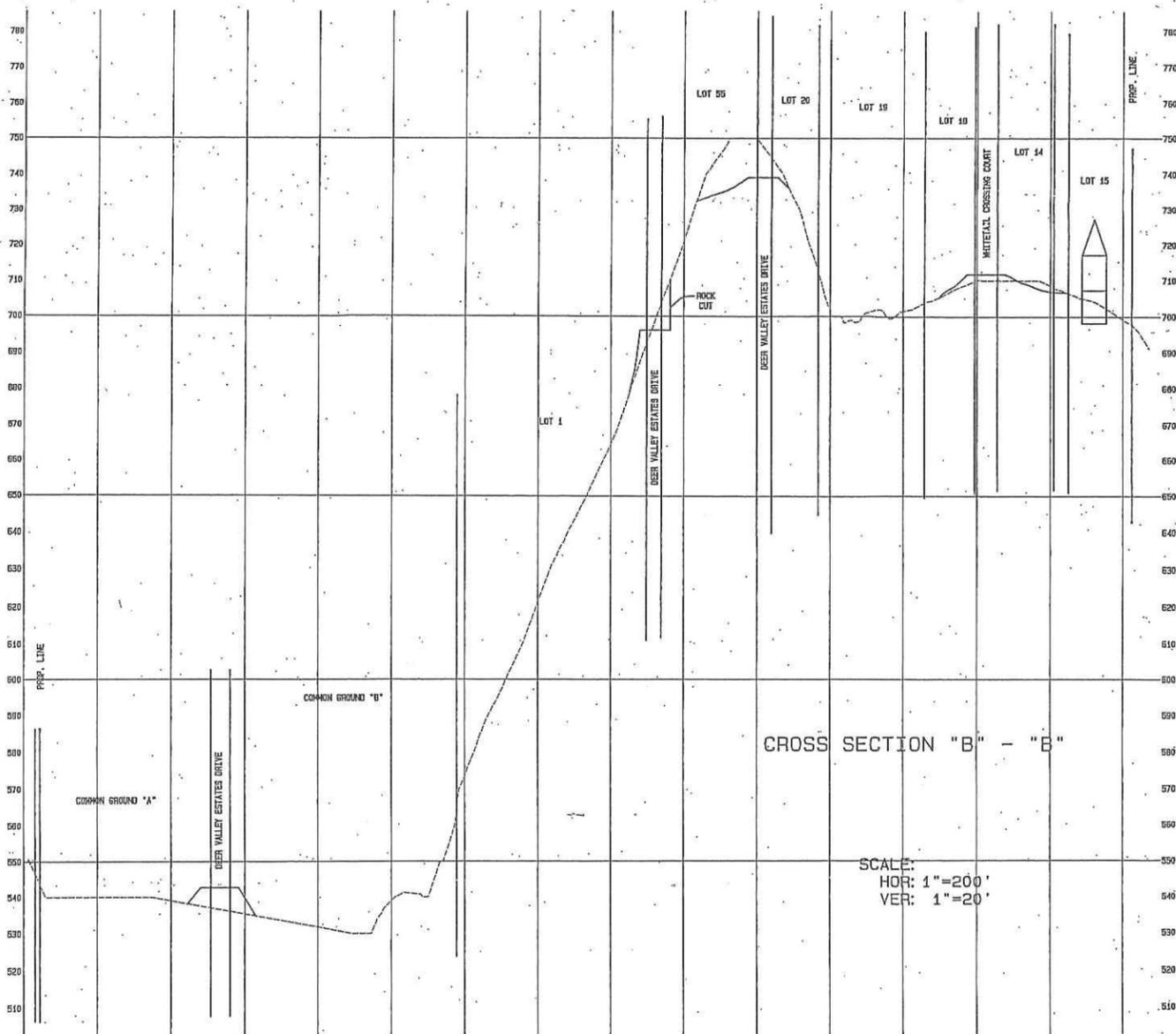
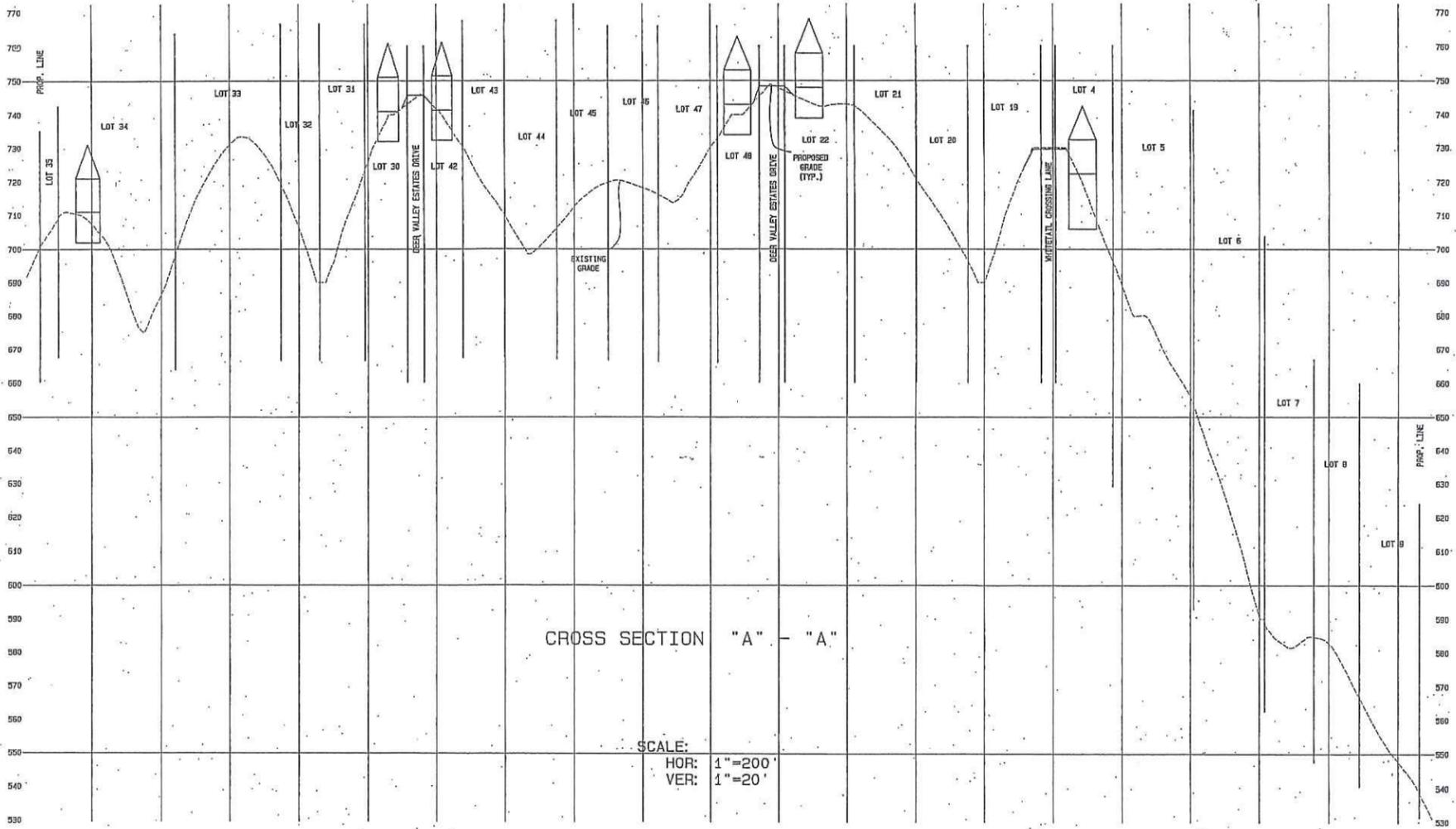
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GSM	MTG	01-156	5/29/02	7 OF 10

Revisions: 10/28/02 10/31/02 01/21/03 03/11/03 07/16/03 9/29/03  
 3/19/04 (WILWOOD COMMENTS), TREE LINE 6/2/04, 3/6/05

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<b>DEER VALLEY ESTATES</b>				
<b>SITE CROSS SECTIONS</b>				
<b><i>Cole &amp; Associates Inc.</i></b>				
Planning - Civil Engineering - Land Surveying				
10777 Sunset Office Drive, Suite 10				
St. Louis, MO 63127 (314) 984-1887 FAX: 984-0587				
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GSM	MTG	01-156	8/29/02	8 OF 10
Revisions: 10/28/02 10/31/02 01/21/03 08/05/03 3/19/04 (MILWOOD COMMENTS), 3/6/0				
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AN ORDINANCE AUTHORIZING THE APPROVAL OF A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT IN THE NON-URBAN RESIDENCE DISTRICT AND FPNV FLOODPLAIN NON-URBAN RESIDENCE DISTRICT UPON A 193.2 ACRE PARCEL OF GROUND TO AUTHORIZE ITS USE FOR A FIFTY-FIVE (55) LOT RESIDENTIAL SUBDIVISION UNDER A SET OF SPECIFIC CONDITIONS AND REQUIREMENTS SET FORTH HEREIN BY THIS ORDINANCE (P.Z. 25 and 25a-02 Deer Valley Estates)

WHEREAS, on February 26, 1996, the City of Wildwood, Missouri adopted its Master Plan, which identified portions of the City where low density residential development would be appropriate by designating these properties into a Conceptual Land Use Classification called the "Non-Urban Residential Area"; and

WHEREAS, those properties included in the Non-Urban Residential Area were selected because they lacked a full range of utility services, which were not readily accessible, infrastructure levels which were not commensurate with the increased use caused by the new development, topography that was not as favorable as other locations within the City, and a surrounding development pattern which was comparable in terms of density and type of use; and

WHEREAS, the designation of property within the "Non-Urban Residential Area" of the City allows for residential housing densities to be limited to one (1) dwelling per every three (3) acres, with a minimum size of one (1) acre, to allow for the clustering of homesites within these developments; and

WHEREAS, additionally, after the adoption of the Master Plan, the City Council began the process of creating complementary ordinances to implement the requirements of the Master Plan, including the City's revised Zoning Code; and

WHEREAS, one (1) of the major modifications to the Zoning Code was the creation of the Planned Residential Development Overlay District regulations, which assist in the application of the City's environmental ordinances, including the Natural Resource Protection Standards; and

WHEREAS, the Planning and Zoning Commission heard a series of requests from the petitioner for the approval of a maximum of sixty-three (63), detached single-family dwellings to be located on a 193.2 acre tract of land situated on the east side of Ossefort Road, north of Herdt Road, which would require the approval of a Planned Residential Development Overlay District to allow for the proposed lot sizes and their layout, while also granting a Major Variance to the Natural Resource Protection Standards of the Subdivision and Development Regulations (fifteen (15) percent amount); and

WHEREAS, the Planning and Zoning Commission reviewed and analyzed these requests for consistency with the Master Plan and its related standards and guidelines, and recommended approval of the application of the Planned Residential Development Overlay District for this tract of land in the Non-Urban Residence District and FPNV Floodplain Non-Urban Residence District to allow for the development of a fifty-seven (57) lot residential subdivision (fifty-one (51) lots on a 174.7 acre tract of land within the boundaries of the Planned Residential Development Overlay District and six (6) lots not included in the area) under certain design requirements and restrictions, including the preservation of the approximately fifty (50) acre area along Ossefort Road in its current condition, the relocation of the proposed sewage treatment plant to the interior of the site, and no Major Variance to the Natural Resource Protection Standards of the Subdivision and Development Regulations; and

WHEREAS, the Planning and Zoning Commission supported this application for a Special Procedures Permit due to its compliance with the Master Plan for development in the Non-Urban Residential Area and Comprehensive Zoning Plan and the eight (8) standards for approving a Planned Residential Development Overlay District Regulations defined by the Zoning Code; and

WHEREAS, the Planning and Zoning Commission prepared the attached Letter of Recommendation reflecting its review and action upon this request and forwarded it to the City Council for their consideration in conjunction with the public hearing scheduled for October 20, 2003, which was held and where comments were heard regarding its merits; and

WHEREAS, the City Council has reviewed the input from the Planning and Zoning Commission, and the comments received from the public hearing, and supports the recommendation for approval based upon the proposal's compliance with the Master Plan relative to density, lot size, character, and other development characteristics, such as the project's compliance to the overall construction practices proposed for the installation of both public and private improvements. The City Council also concurred with the minor level of variance to the Natural Resource Protection Standards of the Subdivision and Development Regulations due to the need to protect the site from excessive disturbance, along with a lesser number of overall lots and the entire area of the site included within the boundaries of the Planned Residential Development Overlay District.

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 a part thereof, are hereby amended by approving the application of the Planned Residential Development Overlay District to the subject 193.2 acre parcel of ground in the Non-Urban Residence District and FPNV Floodplain Non-Urban Residence District, as set forth in this ordinance for the following described land area:

A TRACT OF LAND BEING PART OF U.S. SURVEY 957, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF WILD HORSE FARM, A SUBDIVISION AS RECORDED IN PLAT BOOK 321 PAGE 49, OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE, WITH THE NORTHWEST LINE OF WILD HORSE CREEK HILLS PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 273 PAGE, OF SAID RECORDER'S OFFICE; THENCE ALONG SAID NORTHWEST LINE, SOUTH 50 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 1315.49 FEET TO THE NORTHEAST LINE OF WILD HORSE CREEK HILLS PLAT 4, A SUBDIVISION AS RECORDED IN PLAT BOOK 280 PAGE 94 OF SAID RECORDER'S OFFICE; THENCE ALONG SAID NORTHEAST LINE, NORTH 37 DEGREES 56 MINUTES 31 SECONDS WEST, A DISTANCE OF 1341.93 FEET TO THE MOST NORTHERN CORNER THEREOF; THENCE ALONG THE NORTHWEST LINE, THEREOF, SOUTH 52 DEGREES 11 MINUTES 27 SECONDS WEST, A DISTANCE OF 932.14 FEET TO THE NORTH LINE OF BROOKHOLLOW, A SUBDIVISION AS RECORDED IN PLAT BOOK 273 PAGE 36, OF SAID RECORDER'S OFFICE; THENCE ALONG SAID NORTH LINE 36 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 200.44 FEET, NORTH 10 DEGREES 54 MINUTES 01 SECOND EAST, A DISTANCE OF 800.40 FEET, NORTH 11 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 470.50 FEET, NORTH 52 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 674.45 FEET, NORTH 02 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 52.22 FEET TO THE SOUTHEAST LINE OF U.S. SURVEY 1956, ALSO BEING THE NORTHWEST LINE OF U.S. SURVEY 957; THENCE ALONG SAID NORTHWEST LINE, NORTH 52 DEGREES 19 MINUTES 26 SECONDS EAST, A DISTANCE OF 96 FEET TO THE NORTHWEST CORNER, THEREOF; THENCE ALONG THE NORTHEAST LINE OF SAID U.S. SURVEY 957, SOUTH 37 DEGREES 55 MINUTES 19 SECONDS EAST, A DISTANCE OF 3984.67 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 193.190 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE & ASSOCIATES DURING THE MONTH OF MARCH, 2002 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD, IF ANY.

Section Two. The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Code, and all other City of Wildwood ordinances, rules, and regulations, the conditions of this ordinance, and on the requirement the development and plan be carried out in part with the recommendation forwarded to the City Council by the Planning and Zoning Commission with a communication dated September 15, 2003, 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 for the 193.2 acre area referenced above in the legal description:

1. PERMITTED USES

This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of Fifty-five (55) detached single family dwellings on individual lots with common ground and all permitted accessory structures. Common ground area shall include all property not within the Planned Residential Development Overlay District boundaries, but utilized for the purposes of density calculation within the same and access to the site to a minimum of sixty-six (66) acres shall be used for this purpose and not be used for future lots). The minimum area of this Planned Residential Development Overlay District shall be one hundred ninety-three (193) acres. A re-circulating sand filter type, centralized wastewater treatment facility shall be provided to serve this site.

2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

- a. Each dwelling unit shall be located on an individual lot of record, which shall not be less than one (1) acre in overall size. The minimum width of any lot within this P.R.D. Overlay District shall be one hundred fifty (150) feet in distance at the front building line, except for parcels of ground located within any cul-de-sac. These lot frontages shall be as approved on the Site Development Plan by the Planning and Zoning Commission.
- b. The depth of all lots within this residential subdivision shall be a minimum two hundred (200) feet in size.
- 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 at street elevation.
- d. The maximum area of this 193.2 acre tract of land, which can be used for development and related land disturbance for the permitted and accessory uses, shall not exceed forty-six (46) acres in size, including the Director of Planning's five (5) percent variance.
- e. The minimum amount of this 193.2 acre tract of land, which must be preserved as part of this development, shall be one hundred forty-seven point two (147.2) acres in overall size, including the Director of Planning's five (5) percent variance.
- f. Lots 12, 15, 23, and 45, as shown on the Preliminary Development Plan dated July 16, 2003, shall be eliminated from this residential subdivision to create additional preserved area on the site. Modifications to the remaining lots shall be required to create locations upon them that are most suitable for disturbance, consistent with the Natural Resource Protection Standards of the City's Subdivision and Development Regulations. Lot sizes, widths, and configurations shall be as approved on the Site Development Plan by the Planning and Zoning Commission.

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, this time interval may be extended once by the Planning and Zoning Commission in accord with requirements of Section 1003.187 of the City of Wildwood Zoning Code. 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 configuration for a lot indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement, along with a minimum and maximum size.
- c. 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, i.e. curb cut and access locations, stormwater facilities, and utility installations.
- d. Location of all roadways adjacent to the property, including required roadway, right-of-way dedication and pavement widening, with existing and proposed improvements and sidewalks, and general location, size, right-of-way, and pavement width of all interior drives.
- e. The location and size of all freestanding signs, lighting, fences, and other above ground structures, except retaining walls less than two (2) feet in height per section.
- f. Existing and proposed contours at vertical intervals of not more than two (2) feet.
- g. General location of sanitary sewer and stormwater facilities.
- h. Parking and density calculations.
- i. Conceptual location and size of common ground areas, if provided.
- j. 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 Chapter 410 and accompanying Tree Manual.
- k. An inventory of the percent of tree canopy or individual trees to be retained on the site indicated on a Tree Preservation Plan completed in accordance with the City of Wildwood Chapter 410 Tree Preservation and Restoration Code and accompanying Tree Manual.
- l. Location of all existing and proposed easements.
- m. All other information not mentioned above, but required on a preliminary plat in accord with Section 1005.069 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:

Building Setbacks - 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 setbacks as specified in Section 1003.111 R-1 One Acre Residence District of the City of Wildwood's Zoning Code, except as noted below:
  - 1. Twenty (20) feet from any roadway right-of-way, whether public or private, except a fifty (50) foot distance from Ossefort Road, shall be required. All other front yard setback area distances shall comply with Section 1003.111 R-1 One Acre Residence District.
  - 2. Eight (8) feet from any side yard property line of any individual lot, but a minimum of thirty (30) feet shall be maintained between buildings on adjoining lots.
  - 3. Thirty (30) feet from any rear yard property line of any individual lot.

Parking Setbacks - Residential

- b. All parking stalls or loading spaces, excluding points of ingress or egress and streets and roads, shall comply with the requirements of Section 1003.111 R-1 One Acre Residence District of the City of Wildwood's Zoning Code.

Miscellaneous Setbacks - Right-of-Way and Other Locations

- c. No portion of any residential building foundation shall encroach within twenty-five (25) feet of the Final Resource Protection Line.

Access and Roadway Improvements

- d. Access to Ossefort Road shall be limited to one (1) residential street approach located to provide required sight distance and flood-free access to all lots and constructed to conform to the requirements of the Department of Public Works in this regard. All work within the right-of-way shall be as directed by the Department of Public Works.
- e. Dedicate the necessary land area along Ossefort Road to provide a seventy (70) foot right-of-way and construct two (2) feet of additional pavement width along it as well, including the construction of storm drainage facilities and related shoulders, as directed by the City of Wildwood Department of Public Works. Improvement requirements to Ossefort Road may be escrowed in lieu of their construction by the developer to the City of Wildwood, if deemed appropriate by the Department of Public Works and the Department of Planning.

- f. Construct an internal private roadway system, within a forty (40) foot right-of-way easement, for vehicles and pedestrians to serve the residential lots within this development that complies with the requirements of the City of Wildwood's Rural Roadway Standards and as approved by the Director of Public Works. Street widths shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Earthen swales along portions of the internal street may not be required, where stormwater volumes justify their elimination. Along with this forty (40) foot right-of-way area, provide eight (8) foot wide roadway maintenance, pedestrian, and utility easements on either side of the roadway dedication.

- g. Provide a trail or sidewalk within the required fifteen (15) foot dedication along Ossefort Road to the City of Wildwood that conforms to the City of Wildwood standards, or provide finish grading therefore and required cash escrow in lieu of said construction, as directed by the Department of Public Works.

- h. No direct residential access from any individual lot within this development to Ossefort Road shall be authorized.

Miscellaneous Roadway Requirements

- i. 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.
- j. 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.

Parking Requirements

- k. Parking spaces shall be provided as required by Section 1003.165 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Code for the R-1 One Acre Residence District. Minimally, two (2) parking spaces for each single family dwelling shall be provided.

Landscape Requirements - Specific

- l. Landscaping shall adhere to all requirements of Chapter 410 of the City's Tree Preservation and Restoration Code and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.
- m. All streets and roads shall be appropriately landscaped as required by the Chapter 410 Tree Preservation and Restoration Code and be approved by the Planning and Zoning Commission on the Site Development Plan.
- n. 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 Chapter 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 Chapter 410 Tree Preservation and Restoration Code. Initial clearing and grubbing of the site shall be limited to the installation of the internal roadway system.
- o. Landscaping within the defined common ground areas shall comply with Chapter 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual. Those areas of common ground to be used for stormwater detention/retention shall comply with the City of Wildwood requirements in this regard. The Planning and Zoning Commission on the Site Development Plan shall approve the planting pattern.
- p. A registered Landscape Architect shall prepare, submit, and sign all plan(s).

Signs

- q. Signs for this P.R.D. Overlay District shall be erected in accordance with Section 1003.168 Sign Regulations of the City of Wildwood Zoning Code for the R-1 One Acre Residence District.
- r. 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

- s. 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. Minimally, lighting levels and their design specifications shall be approved by the Director of Planning and subject to reasonable standards, which adhere to generally accepted principles and practices of this industry, as defined by the City of Wildwood's Lighting Code Section 1003.169 of the Zoning Code.

Miscellaneous Conditions

- t. Parking, circulation, and other applicable site design features shall comply with Chapter 1001, Section 512.4 Physically Handicapped and Aged of the S.L.C.R.O. 1974, as amended.
- u. 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 5:00 p.m. on Saturday. No development (grading and construction) activity shall be authorized on Sundays.
- v. All retaining walls exceeding two (2) feet in height, per section or crossing individual property lines shall be constructed of an appropriate interlocking concrete block system or boulders. Walls crossing property lines shall be located in a maintenance easement. The Planning and Zoning Commission, as part of the Site Development Plan review process, shall approve said materials and design.
- w. The generalized location of all utility easements for proposed service to this development shall be shown on a Typical Lot Diagram as approved by the Planning and Zoning Commission on the Site Development Plan. Installation of utilities within the respective easements shall adhere to the requirements of the Natural Resource Protection Standards. Analysis and, whenever practical, be placed in areas of existing or proposed disturbance relating to previous site activity, the construction of streets, or the layout of building lots.

DEER VALLEY ESTATES  
ORDINANCE  
**Cole & Associates Inc.**  
Planning - Civil Engineering - Land Surveying  
10771 Sunset Office Drive, Suite 10  
St. Louis, MO 63127 (314) 984-1087 FAX: 984-0587  
Checked By: GSM Drawn By: MTG Project Number: 01-156 Date: 8/29/02 Sheet Number: 9 OF 10  
Revisions: 10/28/02 10/31/02 01/21/03 08/05/03  
3/19/04 (WILDWOOD COMMENTS) 3/6/03  
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- x. All utilities serving this site shall be installed underground in accord with the requirements of the City of Wildwood's Subdivision and Development Regulations. Any existing easements located on the subject site, which are not being utilized, shall be vacated under the standard procedures of the City of Wildwood Subdivision and Development Regulations.
  - y. A trail system shall be installed around the lake and within the common ground areas containing this water feature and the floodplain to provide access to these areas for recreational purposes. The design of the trail shall be as directed by the Departments of Public Works and Planning and approved on the Site Development Plan by the Planning and Zoning Commission. Additionally, within the area of the site west of Wild Horse Creek, but not including the access roadway, development shall be limited to the installation of trails, picnic areas, and other similar low-impact activities for the purposes of recreation only.
- Sewage Treatment Plant**
- z. A minimum four (4) foot high, eight-foot, chain link fence shall be installed around the perimeter of the area where the centralized sewage treatment facility is to be located on the site. This fence shall be constructed with a black vinyl coating, including support structures as well. Wood slatting may be incorporated in its design. The Planning and Zoning Commission shall approve the location of this fence on the Site Development Plan.
  - aa. Mechanical equipment associated with the operation of this facility shall be adequately screened and soundproofed to reduce noise associated with its operation over any given hour at the boundaries of the Planned Residential Development Overlay District.
  - bb. Mechanical systems shall be equipped with alarm systems, which will notify operators of any malfunctions or system failures and an emergency power source to provide for its operation in an event of a power failure. Minimally, the alarm shall be wired to directly notify the operator or maintenance contractor of the failure or shutdown. In the event of a system failure, operators shall meet all emergency procedures as established by the Missouri Department of Natural Resources and the City of Wildwood.
  - cc. The proposed access roadway and maneuvering area will be a maximum of twelve (12) feet in width and paved. The remaining area within the perimeter of the fence not paved shall be surfaced in an appropriate dust-proof material as determined and approved by the City of Wildwood's Department of Public Works.
  - dd. The developer shall provide a copy of a signed pump and haul agreement, whereby failure of the plant would implement a discharge shutdown, waste would be transported to an approved Metropolitan St. Louis Sewer District facility for disposal.
  - ee. The operator shall submit monthly inspection reports to the Missouri Department of Natural Resources and the City of Wildwood indicating adherence to all applicable standards established for the maintenance and operation of these types of facilities. This report must include a lab analysis of plant discharge samples (pH, BOD, TSS, fecal coliform) obtained and analyzed by a licensed, accredited laboratory.
  - ff. Operators of this facility shall provide verification of licensing with the Missouri Department of Natural Resources in the form of an approved Operating License. Along with this licensing requirement, the developer or Homeowners Association shall provide to the City of Wildwood a bond or cash deposit in the amount of five thousand (\$5,000.00) to guarantee the upkeep of this facility per Section 103.090 of the City of Wildwood's Municipal Code. This bond or cash deposit shall be in place during the operation of the wastewater treatment facility.
  - gg. At any point in the future, the petitioner or the relevant Homeowners Association (or any entity of it), will be required to close this treatment plant when public sanitary sewer service is available to this site by the Metropolitan St. Louis Sewer District. De-commissioning of the plant shall be the responsibility of the owner/developer and completed according to Missouri Department of Natural Resources and Metropolitan St. Louis Sewer District standards.
  - hh. The Homeowners Association shall be required to employ a maintenance contractor that has offices or facilities within a fifty (50) mile radius of the subject site. Verification shall be provided in the form of the signed contract with the location of the office/facility clearly noted.
  - ii. The location of this centralized treatment facility shall not be closer to the south boundary of this Planned Residential Development Overlay District than the following: six hundred (600) feet from Ossefort Road and three hundred (300) feet from the southern boundary of the property.

**5. TRAFFIC GENERATION ASSESSMENT FEE**

The developer shall contribute to the West Area Traffic Generation Assessment Trust Fund established by Section 140.210 of the City of Wildwood's Revised Codes. This assessment may be paid in full at the time of the first Zoning Authorization for any building or structure, or at the time of each Zoning Authorization for the individual dwellings. This contribution shall not exceed the amount established by multiplying the ordinance required number of parking spaces by the following rate:

Type of Development Contribution	Required
Single Family Dwelling / Parking Space	\$748.99

(Parking space as defined by Section 1003.16B of the City of Wildwood Zoning Code.)  
If the type of proposed development differs from that listed, rates shall be provided by the Department of Public Works.

The amount of this required contribution, if not submitted by January 1, 2004, 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 Department of Public Works 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 standards.
  - 2) All stormwater shall be discharged at an adequate natural discharge point.
  - 3) Retention of differential runoff of stormwater shall be required. These features shall be provided in permanent retention facilities, such as ponds, dry reservoirs, or other acceptable alternatives. These retention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
  - 4) The developer shall provide an engineering analysis of the existing dam to determine its structural stability and any possible upgrades necessary to it. These upgrades, if required, shall be the responsibility of the developer to install.

**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 that 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 that the proposed construction will be completed in accordance with the grading and soils requirements and conditions contained in the report.

**Natural Resource Protection Standard Plans**

- c. Provide a revised and final copy of the Natural Resource Protection Plan indicating all areas of the site, which are to be designated as protected and not developable. This revised and final copy of this map shall be reviewed and signed by a qualified soil scientist, who completed the analysis, and a statement indicating compliance with all the requirements of Section 1005.200 of the City of Wildwood's Subdivision and Development Regulations.

**Floodplain Study**

- d. The developer shall provide a floodplain study to the Department of Public Works indicating compliance to the requirements of the City of Wildwood, the U.S. Army Corp. of Engineers, and the Federal Emergency Management Agency regarding disturbance or development in the floodplain. This study shall minimally provide information relating to access across the floodplain area and be reviewed and acted upon by the Department of Public Works, as part of the Site Development Plan submittal process.

**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 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 American Water Company, and the Missouri Department of Natural Resources must be received by the Department of Planning.
- b. Prior to issuance of foundation or building permits for any lot adjoining a common area or detention facility, written certification from a professional engineer, which verifies these areas are graded in accordance with approved plans, must be received by the Department of Public Works.

**Land Subdivision**

- c. 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**

- d. 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 the provisions of Section 1003.173 and 1003.187 of the City of Wildwood Zoning Code.

**Public Potable Water**

- e. The developer shall be required to provide public potable water from the Missouri American Water Company to the property and related homesites. Since this area has been designated by the Missouri American Water Company as a Low Pressure Area, the total number of permitted lots shall be premised on addressing these service issues with its resolution achieved before approval of the Site Development Plan. Verification of this service shall be in a form acceptable to the City of Wildwood. Additionally, the design and location of this water system shall be reviewed and acted upon by the Planning and Zoning Commission as part of the Site Development Plan submittal process.

**Escrow Requirements**

- f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

**Traffic Generation Assessment**

- g. Traffic Generation Assessment contributions shall be deposited with the City of Wildwood in the form of a cash escrow prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment Contribution prior to the issuance of building permits for each phase of the development.

**Roadway Improvements**

- h. Based upon the preliminary development plan, improvements to the Ossefort Road right-of-way must be completed prior to issuance of the building permits in excess of fifty (50) percent of the total.

**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. Intact stormwater drainage controls in the form of siltation control measures is required. A demolition permit is required for the removal of the existing dwelling and related structures.
- c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District subdivision shall be prominently displayed at all times in all sales offices of this project.
- 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. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public right-of-way. 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 infrastructure improvements.
- f. 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. This restoration must occur within thirty (30) days of the conclusion of preliminary grading as determined by the Director of Public Works.
- g. 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.
- h. 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.

- i. 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.
- j. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision and Development Regulations, 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, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

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 \_\_\_ day of \_\_\_\_\_, 2003 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to passage.

Presiding Officer: The Honorable John D. Wild, Mayor

ATTEST:

City Clerk: \_\_\_\_\_ City Clerk

IN CONNECTION WITH A CHANGE OF ZONING FOR THE FOLLOWING DESCRIBED PROPERTY FROM "N-U" TO "N-U" W/PRD  
(SEE LAND DESCRIPTION ON SHEET 1 OF 10)

THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN FOR AND IN CONSIDERATION OF BEING GRANTED A PERMIT TO DEVELOP SAID PROPERTY UNDER THE PROVISIONS OF SECTION 1003.142, 1003.187 OF THE CITY'S ZONING CODE AND THE N-U W/PRD, DO HEREBY AGREE, DECLARE AND COVENANT THAT FROM THE DATE OF RECORDING OF THIS PLAN THE PROPERTY SHALL BE DEVELOPED ONLY AS SHOWN HEREIN. THIS COVENANT SHALL RUN WITH THE LAND, AND SHALL BE ENFORCEABLE PURSUANT TO SECTIONS 67.870 THROUGH 67.900 R.S. MO., BY CITY OF WILDWOOD OR ITS SUCCESSOR AS A PLAN OF A DEVELOPMENT ADOPTED BY THE CITY OF WILDWOOD PLANNING AND ZONING COMMISSION TO PROMOTE ORDERLY DEVELOPMENT. THIS PLAN MAY BE AMENDED OR SUPERSEDED BY THE PLANNING COMMISSION OR MODIFIED BY THE DEPARTMENT OF PLANNING OR VOIDED BY ORDER OF THE CITY OF WILDWOOD COUNCIL, EACH AS MORE PARTICULARLY AUTHORIZED BY THE CITY OF WILDWOOD ZONING CODE NOW OR HEREAFTER IN EFFECT.

OWNER: GREGORY J. NEICHTER, MANAGING MEMBER  
NEICHTER FARM L.L.C.

STATE OF MISSOURI ) SS  
COUNTY OF ST. LOUIS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME PERSONALLY APPEARED GREGORY J. NEICHTER, TO ME KNOWN, WHO, BEING BY ME DULY SHOWN, DID SAY THAT HE IS THE MANAGING MEMBER OF NEICHTER FARM L.L.C., A LIMITED LIABILITY CORPORATION OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS MEMBERS AND GREGORY J. NEICHTER FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

THIS PLAN WAS APPROVED BY THE CITY OF WILDWOOD'S PLANNING AND ZONING COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF SECTION \_\_\_\_\_ OF THE ZONING CODE. THIS PLAN SHALL BE DEVELOPED UNDER THE CONDITIONS PRESCRIBED BY ORDINANCE \_\_\_\_\_ APPROVED BY THE CITY COUNTY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ON \_\_\_\_\_

JOE VUJNICH - DIRECTOR OF PLANNING

DATE \_\_\_\_\_

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

I, LYNNE GREENE, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE SITE DEVELOPMENT PLAN SUBMITTED FOR THIS RESIDENTIAL SUBDIVISION IS REQUIRED UNDER ORDINANCE \_\_\_\_\_ WHICH WAS APPROVED BY THE CITY COUNCIL ON \_\_\_\_\_ 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, MISSOURI, ST. LOUIS COUNTY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LYNNE BELDNER, CITY CLERK

**DEER VALLEY ESTATES**

**ORDINANCE**

**Cole & Associates Inc.**  
Planning - Civil Engineering - Land Surveying

10777 Sunset Office Drive, Suite 10  
St. Louis, MO 63127 (314) 984-4887 FAX: 984-0587

Checked By	Drawn By	Project Number	Date	Sheet Number
GSM	MTG	01-156	8/29/02	10 OF 10

Revisions: 10/28/02 10/31/02 01/21/03 08/05/03  
3/19/04 (WILDWOOD COMMENTS), 3/5/5

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, 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 THE UNDERSIGNED PROFESSIONAL, RELATIVE TO, OR REFERRED TO, BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

S:\0085\00852001\01-156\SDP\SDP.dwg 8/2/2006 10:59AM



## WILDWOOD

September 6, 2016

The Planning and Zoning Commission  
City of Wildwood, Missouri  
16860 Main Street  
Wildwood, Missouri 63040

**Re:** A response to a communication dated August 16, 2016 from Michael J. Doster, the representative for the Villages at Bright Leaf Project, which requests the withdrawal of the request that is currently under consideration by the Planning and Zoning Commission on its agenda.

**Zoning:** R-3 10,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD)

**Location:** Northwest corner of State Route 100 and Taylor Road

**Ward:** Five

### Planning and Zoning Commission Members:

Subsequent to the last discussion on this particular matter, which occurred at the Planning and Zoning Commission meeting held on August 15, 2016, the Department of Planning received a letter from Michael J. Doster, the representative of the Villages at Bright Leaf Project that requested its current proposal for modifications to the governing ordinance be withdrawn and no further action be considered by the City in this regard. The letter is dated August 16, 2016. The aforementioned letter is attached to this report.

In this letter, the petitioner's representative notes that, after further consideration, the developers, Consort Homes and Fischer and Frichtel, have revised the design of the development's lots, where their sizes were in conflict with the conditions of the site-specific ordinance, and changed them to meet those current thresholds. This reworking of the site design eliminates two (2) lots and places more grading into the rear yard areas some of the proposed properties.

The request from the developers' representative would formally end the consideration of this matter. Therefore, based upon the attached letter, the Department of Planning is seeking an action from the members regarding the withdrawal of this matter from the Commission's active agenda. This action should be undertaken in the form of a motion, with a second, and vote.

If any of the Planning and Zoning Commission members should have any questions or comments regarding this letter or the petitioners representative's request, please feel free to contact the

Department of Planning at (636) 458-0440. A presentation on this request is planned at tonight's meeting. Thank you for your review and anticipated action on the same.

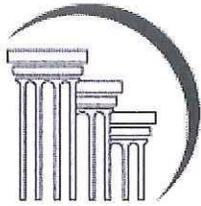
Respectfully submitted,  
CITY OF WILDWOOD



Joe Vujnich, Director  
Department of Planning

Cc: The Honorable City Council of the City of Wildwood, Missouri  
Ryan S. Thomas, P.E., City Administrator  
Rick Brown, P.E. and P.T.O.E., Director of Public Works  
John A. Young, City Attorney  
Travis Newberry, Planner – Zoning  
Michael J. Doster, Attorney for the Villages of Bright Leaf Project

**Note:** At its September 6, 2016 meeting, the Planning and Zoning Commission, by a vote of 8 to 0, removed this matter from its active agenda and will take no further action upon it hereafter.



**DOSTER ULLOM  
& BOYLE, LLC**  
ATTORNEYS AT LAW

St. Louis  
16090 Swingley Ridge Road  
Suite 620  
Chesterfield, MO 63017  
(636) 532-0042  
(636) 532.1082 Fax

Michael J. Doster  
mdoster@dubllc.com

August 16, 2016

Sent via E-mail & U.S. Mail

Mr. Joe Vujnich  
Director of Planning and Parks  
City of Wildwood  
16860 Main Street  
Wildwood, Missouri 63040

CITY OF WILDWOOD

AUG 17 2016

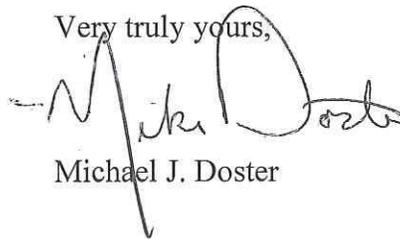
DEPT OF PLANNING & PARKS

**RE: P.Z. 12 and 13-15 The Villages at Bright Leaf – Communication from Mike Falkner, Sterling Engineers and Surveyors, dated March 25, 2016 (“Request for Amendment”)**

Dear Mr. Vujnich:

On behalf of the Petitioners, the Request for Amendment is hereby withdrawn. The Petitioners’ will submit a proposed Site Development Plan that complies with Ordinance No. 2145 as written. Consequently, there is no need for the amendments that are the subject of the Request for Amendment. Thank you, and please contact the undersigned if you have any questions about the withdrawal of the Request for Amendment.

Very truly yours,



Michael J. Doster

MJD/kml