WILDWOOD

CITY COUNCIL AGENDA

COUNCIL CHAMBERS
7:30 PM
Monday, February 22, 2016

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES – February 8, 2016 Work Session & Regular Agenda

Documents: 2-8-16 DRAFT CITY COUNCIL MINUTES.PDF

V. MAYOR APPOINTMENTS/ANNOUNCEMENTS

V.I. Board Of Ethics Re-Appointment ~ Lezli Jones, Ward 5 – Five Year Term

Documents: BOARD OF ETHICS RE-APPPOINTMENT.PDF

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

VII.I. 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.

(Postponed at the January 11, 2016 City Council Meeting – to remain postponed)

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)

VII.II. H.R. 1-16 Robert H. Butler Trust, C/O John Butler, 16941 Manchester Road, Wildwood, Missouri

A request to place the building (c. 1929 per St. Louis County Tax Records), which is located at 16941 Manchester Road - Locator Number 24V530551 , onto the City of Wildwood's Historic Registry, all in accordance with Chapter 440 Historic Preservation and Restoration Code of the City of Wildwood Municipal Code. The current permitted use of

this site being general and professional office uses, as defined in the Town Center Plan (as amended March 1, 2010), with associated parking. This property is currently zoned C-8 Planned Commercial District (changed from NU Non-Urban Residence District, as approved in 2014, per Ordinance #2017). A condition of Ordinance #2017 stipulated the owner is required to complete an application to place the building onto the City's Historic Register. This registry request by the petitioner seeks certain zoning incentives relative to required open space and roadway improvements associated with the future use of the property. (Ward - Eight)

Documents: PUBLIC HEARING - HR 1-16 ROBERT H. BUTLER TRUST.PDF

VIII. LEGISLATION

VIII.I. UNFINISHED BUSINESS

VIII.I.A. BILL #2153

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH N. B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE MANCHESTER ROAD RESURFACING AND BIKE LANE IMPROVEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by the Administration/Public Works Committee* (Second Reading) (Ward - One)

Documents: 2153 MANCHESTER ROAD RESURFACING AND BIKE LANES.PDF

VIII.I.B. BILL #2154

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR CITY-WIDE CONCRETE STREET AND SIDEWALK REPLACEMENT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by the Administration/Public Works Committee* (Second Reading) (Wards - All)

Documents: 2154 2016 CONCRETE STREET AND SIDEWALK REPLACEMENT.PDF

VIII.I.C. BILL #2155

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH TWM, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR THE MANCHESTER ROAD STREETSCAPE PROJECT, PHASE 3 IMPROVEMENT PROJECT WITHIN THE CITY OF WILDWOOD. *Recommended by the Administration/Public Works Committee* (Second Reading) (Ward – Eight)

Documents: 2155 SUPPLEMENTAL DESIGN CONTRACT WITH TWM.PDF

VIII.II. NEW BUSINESS

VIII.II.A. BILL #2157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMEDNATION REPORT PREPARED BY THE PLANING AND ZONING COMMISSION DATED FEBRUARY 1, 2016. *Recommended by the Planning and Zoning Commission* (First Reading) (Ward - Eight)

Documents: 2157 PANERA DRIVE THROUGH-DIERBERGS-OUTLET G.PDF

VIII.II.B. BILL #2158

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH KRUPP CONSTRUCTION FOR THE DEVELOPMENT OF A CONNECTOR TRAIL BETWEEN BLUFF VIEW PARK AND THE ROCK HOLLOW VALLEY, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, ALL IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. *Recommended by the Planning/Economic Development/Parks Committee* (First Reading) (Ward – Six)

Documents: 2158 CONNECTOR TRAIL BLUFF VIEW-ROCK HOLLOW-KRUPP.PDF

VIII.II.C. BILL #2159

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN EASEMENT AGREEMENT WITH THE WINDSOR CREST HOMEOWNERS ASSOCIATION TO TRANSFER ITS EXISTING RETENTION FACILITY LOCATED WITHIN THE CITY'S COMMUNITY PARK PROPERTY TO THE CITY OF WILDWOOD, MISSOURI, FOR ITS LONG-TERM CONTROL, MAINTENANCE, AND EVENTUAL USE IN CONJUNCTION WITH THE APPROVED CONCEPT PLAN FOR THIS PUBLIC PARK SITE. *Recommended by the Planning/Economic Development/Parks Committee* (First Reading) (Wards – All)

Documents: 2159 EASEMENT AGREEMENT-WINDSOR CREST HOA.PDF

VIII.II.D. BILL #2160

AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, TRUST INDENTURE, A JOINT ROADWAY MAINTENANCE AGREEMENT FOR WAKEFIELD FARM ROAD, AND DEPOSIT AGREEMENT, TO BE SECURED BY ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A SEVEN (7) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED UPON A THIRTY-SIX (36) ACRE TRACT OF LAND, BEING PART OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, ACCORDING TO THE BOUNDARY ADJUSTMENT PLAT, RECORDED IN BOOK 347, PAGE 493 OF THE ST. LOUIS COUNTY RECORDS; AND CONTAINED IN THE SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST SIDE OF WAKEFIELD FARM ROAD, NORTH OF STATE ROUTE 100; HEREAFTER TO BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION." *Recommend by the Department of Planning* (First Reading) (Ward – One)

Documents: 2160 WAKEFIELD FARM ROAD - 7 LOTS.PDF

VIII.II.E. BILL #2161

AN ORDINANCE AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ESTABLISHING A 40 MPH SPEED LIMIT ON A PORTION OF MISWOURI ROUTE 109 WITHIN THE CITY OF WILDWOOD. *Recommended by the Board of Public Safety* (First Reading) (Wards One, Five, and Eight)

Documents: 2161 MISSOURI ROUTE 109 SPEED LIMIT.PDF

VIII.III. RESOLUTION(S)

VIII.III.A. RESOLUTION #2016-06

A RESOLUTION ADOPTING A POLICY ON E-NEWSLETTER AND SOCIAL MEDIA CONTENT FOR THE CITY OF WILDWOOD. (Wards – All)

Documents: RES 2016-06 E-NEWSLETTER AND SOCIAL MEDIA POLICY.PDF

VIII.III.B. RESOLUTION #2016-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD TO APPLY THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR FUNDING OF A CAPITAL PROJECT UNDER THE SURFACE TRANSPORTATION PROGRAM - SUBALLOCATED (STP-S) FEDERAL FUNDING PROGRAM FOR

THE ST. LOUIS REGION. (Wards – One and Eight)

Documents: RES 2016-07 TIP APPLICATION FOR FEDERAL FUNDING.PDF

IX. OTHER

IX.I. Receive & File - P.Z. 23-15 Pond Athletic Association, C/O Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038

A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot.** (Ward - One)

Documents: RECEIVE AND FILE - PZ 23-15 POND ATHLETIC BANNERS.PDF

IX.II. Receive & File

A recommendation report regarding the City of Wildwood's ***Manchester Road – Phase III – Streetscape Project*** (Eatherton Road to Taylor Road Roundabout); multiple zoning district designations, including NU Non-Urban Residence District and C-8 Planned Commercial District; public right-of-way area and existing and proposed public easements; thereby approving the design of this important length of City arterial roadway to comply with the Town Center Plan's Streetscape Requirements and Street Specifications. (Ward – Eight)

Documents: RECEIVE AND FILE - MANCHESTER RD. PHASE 3 STREETSCAPE.PDF

IX.III. APPROVAL OF EXPENDITURES (Wards – All)

Documents: APPROVAL OF EXPENDITURES.PDF

IX.IV. Construction Project Update

Documents: CONSTRUCTION PROJECT UPDATE 2-19-2016.PDF

X. ADJOURNMENT

If you would like to submit a comment regarding an item on this meeting agenda, please visit the Form Center.

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 Is Working to Comply with the Americans with Disabilities Act Mandates

WILDWOOD

CITY OF WILDWOOD

FEBRUARY 8, 2016 RECORD OF PROCEEDINGS

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

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 Tim Woerther Council Member Greg Stine Council Member Jeff Levitt Council Member Debra McCutchen Council Member Sue Cullinane Council Member Jim Baugus Council Member Larry McGowen Council Member Glen DeHart Council Member Larry Goodson Council Member Joe Garritano Council Member Jim Bowlin Council Member Marc Cox Council Member Katie Dodwell Council Member Ed Marshall Council Member Ray Manton
Absent:	Council Member Bertolino
A quorum was present	
Also present:	Mr. Ryan Thomas, City Administrator Mr. Rob Golterman, City Attorney Mr. Joe Vujnich, Director of Planning and Parks Mr. Rick Brown, Director of Public Works Ms. Liz Weiss, City Clerk

DRAFT

PLEDGE OF ALLEGIANCE

Mayor Woerther led the Pledge of Allegiance.

APPROVAL OF MINUTES

The minutes of the January 25, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Marshall, seconded by Council Member Manton, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

MAYOR APPOINTMENTS/ANNOUNCEMENTS - None

PUBLIC PARTICIPATION

Tammy Shea, 18132 Sunny Top Court, stated it was her belief that electronic message boards should not be permitted within the City of Wildwood and are not aesthetically pleasing. She added the City of Wildwood should differentiate itself from surrounding communities by not allowing these.

John Gragnani, 1510 Scofield Valley Lane, informed the City Council and public about the Founders' Day/Celebrate Wildwood Event - 2016. He noted it will be held on August 26, 27, and 28th and invited the City Council Members to participate in the parade. Additionally, he noted a Public Safety Lecture on Hazardous Household Chemicals will be held on Tuesday, February 23, 2016 at City Hall.

PUBLIC HEARING(S)

(Postponed at the January 11, 2016 City Council Meeting and Referred to the Planning/Economic Development/Parks Committee – Ready for Action)

P.Z. 14-15 City of Wildwood Planning and Zoning Commission, c/o Department of Planning, 16860 Main Street, Wildwood, Missouri 63040 - A request to amend Chapter 415.410 Sign Regulations for "FP," "PS," "NU," and all "R" Districts and Chapter 415.420 Sign Regulations for all "C" and "M" Districts of the City of Wildwood's Zoning Ordinance to consider the addition of new language to allow electronic message boards for certain institutional, not-for-profit, and commercial organizations. Currently, these types of displays are prohibited within the City of Wildwood. (Wards - All)

A motion was made by Council Member Cox, seconded by Council Member McGowen, to unpostpone the public hearing regarding **P.Z. 14-15 City of Wildwood Planning and Zoning Commission, c/o Department of Planning (electronic message boards)**. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member Cullinane voted Nay).

Mayor Woerther opened the public hearing. City Clerk Weiss read the public hearing into the record.

Director of Planning Vujnich noted at the January 11, 2016 meeting of the City Council, a public hearing was held on the matter of electronic message boards, after the Planning and Zoning Commission had completed its review, but failed to reach a consensus, and forwarded a recommendation that indicated the matter had failed for a lack of majority. He added, at this same meeting, after discussion, the City Council forwarded the request to the Planning/Economic Development/Parks Committee for its consideration, review, and recommendation. The Committee determined the following during their review: the character of Wildwood would not be enhanced by the addition of electronic message boards; the need is limited, while the risks (litigation) associated with electronic message boards is substantial, particularly when possible regulations would allow one (1) user the right and another not, i.e. institutional versus commercial; the precedence was determined to be too great, regardless of the review process associated with allowing such signs on a case-by-case basis; and the aesthetic impact determined to be a component of any allowance for electronic message boards in the City and, any application in Wildwood, is a negative. Thus, he stated, the Committee is now forwarding to City Council a

recommendation not supporting any changes to Wildwood's Sign Regulations to eliminate the current prohibition on electronic message boards. He added, the Committee's vote on this matter was 4 to 2.

Discussion was held among City Council Members regarding the following items: the belief institutions within the City, such as Lafayette High School, should be allowed an electronic message board and that the City should make special accommodations for such; if the Board of Adjustment could consider allowing this type of signage at Lafayette High School; if a Conditional Use Permit (CUP) could be considered at this location (Lafayette High School) only; the belief these types of signs are not necessary and the negative impacts of them have not yet been realized by other cities in the area; and the belief no action should be taken on this public hearing.

There being nothing further, Mayor Woerther closed the public hearing

No action was taken by the City Council.

(To Remain Postponed - Postponed at the January 11, 2016 City Council Meeting)

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 January 25, 2016 City Council Meeting – Ready for Action)

A response to a communication from Drew Bextermueller, Director of Real Estate for Dierbergs Markets, Inc., which is dated November 17, 2015, regarding P.Z. 14-98 Dierbergs Wildwood Town Center; Amended C-8 Planned Commercial District (Downtown District Designation under the Town Center Plan); south side of State Route 100, east of Taylor Road (Street Address: 2400 Taylor Road/Locator Number: 23V320195); that seeks modifications to the existing site-specific ordinance (Ordinance #1001) that governs the Dierbergs Wildwood Town Center development relative to the uses permitted on Outlots G and H, as well as the addition of a drive-thru facility, as part of Outlot G. (Ward Eight)

A motion was made by Council Member Stine, seconded by Council Member McCutchen to unpostpone the public hearing regarding **P.Z. 14-98 Dierbergs Wildwood Town Center.** A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Director of Planning Vujnich stated that the Planning and Zoning Commission reviewed the files and other materials available to it regarding this development and is recommending the requested drive-through facility be authorized, as part of the development of Outlot G, and it comply with the conditions set forth in the report and noted in the revised conditions of Attachment B. He added this favorable recommendation was based upon the allowance for a drive-through facility in the Town Center Plan's "Downtown" District designation of the property and the accommodation to place a tenant in this vacant space. Accordingly, as a result of this review process and, acting at the Planning and Zoning Commission's January 19, 2016 Executive Meeting, and, by a vote of 9 to 0, it submits its report and recommendation to the City Council for its review and consideration in this regard.

Discussion was held among City Council Members regarding the following items: the belief the approval of this request is good for economic development in the Town Center Area; the belief the proposal is a creative solution to the re-use of an existing building and infrastructure; if a new tenant is taking the place of the existing Bread Company at the Schnucks outlot location; if modifications are going to be made to the traffic patterns in the parking lot; if exterior changes are to be made to the building; if there will be an outside patio area; and the belief that bike racks are needed.

Drew Bextermueller, Director of Real Estate for Dierbergs Markets, Inc., petitioner, noted they are in the beginning stages of the design process regarding many of the details, which will be reviewed by the Planning and Zoning Commission during the Site Development Plan review. However, he noted they are planning an outdoor patio area.

A motion was made by Council Member Stine, seconded by Council Member Garritano, to authorize the preparation of legislation regarding P.Z. 14-98 Dierbergs Wildwood Town Center, as recommended by the Planning and Zoning Commission. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member Bowlin voted Nay and Council Member Levitt abstained).

UNFINISHED BUSINESS

AMENDED

BILL #2146 **AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A REAL ESTATE CONTRACT AND ADDENDUM THERETO FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4285 FOX CREEK ROAD WITHIN THE CITY OF WILDWOOD.** ***Recommended by the Department of Public Works*** **(Second Reading) (Ward - Six)**

A motion was made by Council Member Bowlin, seconded by Council Member Manton, for the second reading of Amended Bill #2146. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Amended Bill #2146 was read for the second time by title only.

A roll call vote was taken for passage and approval of Amended Bill #2146 with the following results:
Ayes – Stine, Levitt, McCutchen, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bertolino
Whereupon Mayor Woerther declared Amended Bill #2146 approved, passed and it became ORDINANCE #2146.

BILL #2149 **AN ORDINANCE DETERMINING THE COMPENSATION FOR THE OFFICE OF THE MAYOR AND AMENDING SECTION 110.040 OF THE MUNICIPAL CODE.** ***Recommended by the Administration/Public Works Committee*** **(Second Reading) (Wards - All)**

A motion was made by Council Member Levitt, seconded by Council Member Goodson, for the second reading of Bill #2149. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member Bowlin abstained). Bill #2149 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2149 with the following results:
Ayes – Stine, Levitt, McCutchen, McGowen, DeHart, Goodson, Garritano, and Marshall
Nays – Cullinane, Baugus, Cox, Dodwell, and Manton
Abstain – Bowlin
Absent – Bertolino
Whereupon Mayor Woerther declared Bill #2149 failed.

BILL #2150 **AN ORDINANCE DETERMINING THE COMPENSATION FOR CITY COUNCIL MEMBERS AND AMENDING SECTION 110.110 OF THE MUNICIPAL CODE.** ***Recommended by the Administration/Public Works Committee*** **(Second Reading) (Wards - All)**

A motion was made by Council Member Bowlin, seconded by Council Member Levitt, for the second reading of Bill #2150. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2150 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2150 with the following results:
Ayes – Stine, Levitt, McCutchen, McGowen, DeHart, Goodson, Garritano, and Bowlin
Nays – Cullinane, Baugus, Cox, Dodwell, Marshall, and Manton
Absent – Bertolino
Whereupon Mayor Woerther declared Bill #2150 failed.

BILL #2151 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH GERSHENSON CONSTRUCTION FOR THE DEVELOPMENT OF PHASE TWO OF THE COMMUNITY PARK PROJECT, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, WHICH INCLUDES THE BASE PROPOSAL AND THE SINGLE ADD ALTERNATE (#1), IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. *Recommended by the City Council and the Planning/Economic Development/Parks Committee* (Second Reading) (Ward - One)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, for the second reading of Bill #2151. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2151 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2151 with the following results:
Ayes – Stine, Levitt, McCutchen, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bertolino
Whereupon Mayor Woerther declared Bill #2151 approved, passed and it became ORDINANCE #2151.

BILL #2152 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES CHANGES IN AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1389 TO ACCOMMODATE THE REUSE OF THE EXISTING BUILDING, BEING LOCATED IN THE TOWN CENTER AREA, FOR RETAIL, OFFICE, AND THE CUSTOM FABRICATION OF FURNITURE, THEREBY FACILITATING ITS RE-OCCUPANCY IN THIS REGARD, ALL BEING CONSISTENT WITH THE LETTER OF RECOMMENDATION APPROVED BY THE PLANNING AND ZONING COMMISSION ON OCTOBER 12, 2015 AND FORWARDED TO CITY COUNCIL FOR CONSIDERATION AND ACTION. *Recommended by the Planning and Zoning Commission* (Second Reading) (Ward - Eight)**

A motion was made by Council Member Goodson, seconded by Council Member Dodwell, for the second reading of Bill #2152. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2152 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2152 with the following results:
Ayes – Stine, Levitt, McCutchen, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bertolino
Whereupon Mayor Woerther declared Bill #2152 approved, passed and it became ORDINANCE #2152.

NEW BUSINESS

BILL #2153 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH N. B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE MANCHESTER ROAD RESURFACING AND BIKE LANE IMPROVEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION**

DRAWINGS AND SPECIFICATIONS. ***Recommended by the Administration/Public Works Committee*** **(First Reading) (Ward - One)**

A motion was made by Council Member DeHart, seconded by Council Member McGowen, for the first reading of Bill #2153. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2153 was read for the first time by title only.

BILL #2154 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR CITY-WIDE CONCRETE STREET AND SIDEWALK REPLACEMENT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.** ***Recommended by the Administration/Public Works Committee*** **(First Reading) (Wards - All)**

A motion was made by Council Member Dodwell, seconded by Council Member Manton, for the first reading of Bill #2154. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2154 was read for the first time by title only.

BILL #2155 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH TWM, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR THE MANCHESTER ROAD STREETSCAPE PROJECT, PHASE 3 IMPROVEMENT PROJECT WITHIN THE CITY OF WILDWOOD.** ***Recommended by the Administration/Public Works Committee*** **(First Reading) (Ward - Eight)**

A motion was made by Council Member Garritano, seconded by Council Member Goodson, for the first reading of Bill #2155. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2155 was read for the first time by title only.

BILL #2156 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE AN AGREEMENT WITH AMEREN MISSOURI FOR THE INSTALLATION OF POWER POLES, ASSOCIATED LINES, AND EQUIPMENT TO PROVIDE ELECTRICAL SERVICE TO THE WILDWOOD COMMUNITY PARK – PHASE ONE.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(First and Second Reading) (Ward - One)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, for the first reading of Bill #2156. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2156 was read for the first time by title only.

A motion was made by Council Member Baugus, seconded by Council Member Cullinane, for the second reading of Bill #2156. A roll call vote was taken for the second reading of Bill #2156 with the following results:
Ayes – Stine, Levitt, McCutchen, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bertolino
Bill #2156 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2156 with the following results:
Ayes – Stine, Levitt, McCutchen, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bertolino
Whereupon Mayor Woerther declared Bill #2156 approved, passed and it became **ORDINANCE #2156**.

RESOLUTION(S) - NONE

OTHER

Receive & File - A response to a communication from Douglas B. Gilberg, owner of Gilberg Perennial Farms and Wildwood Green Arts, LLC., which is dated October 29, 2015, requesting amendments to an Amended Conditional Use Permit (CUP) in the NU Non-Urban Residence District (St. Louis County's P.C. 162-89 Douglas Gilberg), which governs the use of this 7.34 acre site that is located on the east side of Ossenfort Road, north of Melrose Road (Locator Number: 24Y420183/Street Address: 2906 Ossenfort Road.) Proposed Use: The addition of an education center, meeting space, and acoustic entertainment, all within the existing buildings that are located on the subject site, along with the previously authorized plant nursery, with sales room. (Ward - Six)

Director of Planning Vujnich stated after review and discussion, the Planning and Zoning Commission approved the amendments to the Amended Conditional Use Permit (CUP) for Gilberg Perennial Farms and Wildwood Green Arts, LLC.

Receive & File - A recommendation report of the Site Plan Subcommittee of the Planning and Zoning Commission regarding a Site Development Plan (SDP) Package for P.Z. 20-14 Happy Hounds Playground, L.L.C., c/o Clayton Engineering, Steve Quigley; Conditional Use Permit in the NU Non-Urban Residence District; east side of Pond Road, south of State Route 100; which authorizes the use of this recreational facility for a private dog park. (Ward - One)

Director of Planning Vujnich stated the Site Plan Subcommittee of the Planning and Zoning Commission had completed its review of the aforementioned Site Development Plan and related items and believed they meet the site-specific ordinance's requirements in this regard.

ADJOURNMENT

A motion was made by Council Member Baugus, seconded by Council Member Levitt, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 8:52 p.m.

Approved this _____ day of _____, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

DRAFT

COUNCIL WORK SESSION MINUTES
COUNCIL CHAMBERS

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

MONDAY, FEBRUARY 8, 2016
6:00 P.M.

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

MAYOR'S COMMENTS/ANNOUNCEMENTS APPOINTMENTS - None

CITY ADMINISTRATOR DISCUSSION ITEMS

Update on Wildwood Farms Community Garden and the Annual Meeting (Wards – All)

Director of Planning and Parks Vujnich provided an update on the annual meeting with the gardeners of the Wildwood Community Garden, which occurred on January 27, 2016.

COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)

Update on Rural Internet Access Project (Wards - All)

Director of Planning and Parks Vujnich noted a memorandum had been provided for the City Council's review and that he was available to answer any questions they may have regarding the Rural Internet Access Project. He reiterated, given the efforts of Bays ET in the south half of the City, the Department is seeking to gain momentum within the north half of the City as well,

since there are a number of residences not served at this time. Director Vujnich concluded that companies, residents, and the City continue to work very hard to find as many connection solutions for un-served households in Wildwood as possible.

Planning/Economic Development/Parks Committee

Report on Phase II of Community Park – Roadway Construction (Ward - One)

Director of Planning and Parks Vujnich noted bids for Community Park – Phase II were opened in December 2015 and the results were very favorable to this project. He noted this matter's discussion began at the January 11, 2016 meeting of City Council due to a timeframe issue relating to the tree clearing in association with any project located upon the park property and its potential impact on habitat of the Indiana Brown Bat. Director of Planning and Parks Vujnich also noted, the project's initial work must be completed by March 31, 2016 or wait until November 1, 2016. This matter was presented to the City Council at two (2) meetings and authorization was granted to introduce the legislation for the contract for the project, before its presentation to the Committee, but with the caveat that it is provided to those members before final passage of the Bill on February 8, 2016. The City Council agreed with this approach, given the circumstances, and the Committee supported it as well. This process allowed the Committee time to review the matter at its January 26, 2016 meeting and had no questions or changes. Therefore, he stated, the Committee endorses the final reading of the pending Bill for passage at tonight's meeting.

Connector Trail Proposal – Bluff View Park to Rock Hollow Valley (Ward - Six)

Director of Planning and Parks Vujnich stated the Committee, in conjunction with the Department of Planning and Parks, began almost five (5) years ago having conversations with the Missouri Department of Natural Resources (MDNR) and St. Louis County about creating a connector trail between then Packwood Park (now Bluff View Park) and Rock Hollow. He noted, with the development of these two (2) facilities completed and trail segments open and in use, the connector between these two (2) large public land holdings of the City, County, and State is crucial. Director Vujnich then noted, at the November 2015 meeting of the Committee, these bid plans were reviewed by the members for consideration and action. The recommendation to engage Krupp Construction (Base Bid - $168,937.00) was approved by a unanimous vote of 6 to 0 by the Committee.

Director of Planning and Parks Vujnich noted this matter is being presented at tonight's Work Session to the City Council for its review of the bids and, if acceptable, to provide a recommendation in this regard. If the City Council concurs with the Committee's recommendation, it would request the authorization for the Department of Planning and Parks to prepare the necessary legislation to engage Krupp Construction for this project, as defined in the bid documents and plans.

A motion was made by Council Member Cullinane, seconded by Council Member Dodwell, to approve the recommendation made by the Planning/Economic Development/Parks Committee and to authorize the Department of Planning and Parks to prepare legislation to engage Krupp Construction for this project. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Windsor Crest Retention Basin Easement Agreement and Transfer to City of Wildwood (Ward - One)

Director of Planning and Parks Vujnich noted the Planning/Economic Development/Parks Committee received the final agreement from the trustees of the Windsor Crest Homeowners Association relative to their retention facility that was constructed on the City's community park site, before Wildwood purchased it from the owner who had previously granted the easement for its development there. He added, this agreement transfers all the current responsibilities of the subdivision relative to this facility to the City, and allows it to assume its maintenance and upkeep. With the review and subsequent changes agreed upon by the parties, the document is now ready for review and action by the City Council, given the Committee has also endorsed this agreement and its content (vote of 6 to 0 for approval).

A motion was made by Council Member Baugus, seconded by Council Member Dodwell, to approve the recommendation made by the Planning/Economic Development/Parks Committee and to authorize the Department of Planning and Parks to prepare legislation regarding the easement agreement. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Historic Preservation Commission

Update on Historic Markers Program (Wards - All)

Director of Planning and Parks Vujnich provided an update on the Historic Community Markers Program. He noted the next three (3) communities that have been selected for installations are Centaur, Monarch, and Westland Acres, and that these markers are intended to be installed this month. He concluded by noting feedback has been positive regarding this project.

Administration/Public Works Committee

E-News/Social Media Policy (Wards - All)

City Administrator Thomas reviewed that at its September 15, 2015 Meeting, the Administration/Public Works Committee recommended adopting a Draft Policy for determining the type of content to include in the City's e-newsletter and social media pages. This Draft Policy was ready for consideration by the full City Council, until the Planning/Economic Development/Parks Committee recommended the addition of a new Instagram social media page, which led to further discussion regarding the need for additional policies regarding user content. Therefore, the previously recommended Draft Policy has been updated to include a section regarding user content as well. Thus, he noted the Committee (7-0) recommended that the City Council consider adopting the Policy on E-Newsletter/Social Media Content as presented.

A motion was made by Council Member Stine, seconded by Council Member Manton, to approve the recommendation made by the Administration/Public Works Committee and to authorize the preparation of a Resolution. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Construction Contract for Manchester Resurfacing and Road Bike Lanes (Ward - One)

Director of Public Works Brown stated the Department of Public Works is recommending awarding the contract to the low bidder, NB West Construction for the Manchester Road Resurfacing and Bike Lane project. He noted the project, which will improve Manchester Road from west of Route 109 to Route 100, is federally funded and has a construction budget of $1.2M. He also noted that 80% of the project's construction cost, up to $960,000, will be reimbursed by MoDOT. Director Brown noted this recommendation was approved at the February 2, 2016 meeting of the Administration/Public Works Committee and Bill #2153 has been placed on tonight's City Council agenda for authorization of the contract.

Construction Contract for 2016 Concrete Street and Sidewalk Replacement (Wards - All)

Director of Public Works Brown stated the Department of Public Works is recommending authorizing a contract with J.M. Marschuetz Construction for the 2016 Concrete Street and Sidewalk Replacement Contract, in the amount of $908,100, with a $75,000 contingency for additional work as identified by the Department. He added this recommendation was approved at the February 2, 2016 meeting of the Administration/Public Works Committee and Bill #2154 has been placed on tonight's City Council Agenda for authorization of the contract.

Supplemental Design Contract - Manchester Road Streetscape Phase 3 (Ward - Eight)

Director of Public Works Brown noted that the Department successfully obtained federal funding for the Manchester Road Streetscape Project, Phase 3. He noted that funding will allow the City to be reimbursed for 80% of eligible project costs up to a maximum amount of $1.3M, which is about 50% of the estimated construction cost. He noted a disadvantage to federal

funding is that it results in project oversight from MoDOT and the Federal Highway Administration (FHWA), which creates additional project requirements not associated with a City funded Capital Improvement Project. Thus, he added, the City's design consultant, Thouvenot, Wade & Moerchen, Inc. (TWM) has requested a supplement to their existing agreement with the City and the Department of Public Works is recommending approving this supplemental agreement with TWM for the amount of $10,869.05. Director of Public Works Brown concluded by noting this recommendation was approved at the February 2, 2016 meeting of the Administration/Public Works Committee and Bill #2155 has been placed on tonight's City Council Agenda for authorization of the supplemental agreement.

TIP (Transportation Improvement Program) Application for Route 109 Improvements (Wards - One and Eight)

Director of Public Works Brown noted the Department of Public Works is recommending the City provide a 20% local match, which would equate to about $1,180,000 for Route 109 improvements. He also noted that the Department was notified that the recent TAP application for federal funding to construct a new pedestrian tunnel under Route 109, just south of Route 100, was tentatively approved by the East-West Gateway Council of Governments. Therefore, the STP-S application will assume that the TAP funding is already approved and thus the pedestrian tunnel would be constructed as a separate project planned in conjunction with these improvements. Thus, he noted, the remaining cost of the improvements to Route 109 has been estimated to be about $5,900,000. Director of Public Works noted this recommendation was approved by the Administrative/Public Works Committee at the February 2, 2016 meeting and thus, to submit the TIP application, the Department of Public Works will be requesting approval of a Resolution in support of the application at the February 22, 2016 City Council meeting.

A motion was made by Council Member Stine, seconded by Council Member McGowen, to approve the recommendation made by the Administration/Public Works Committee and to authorize the preparation of a Resolution for the February 22, 2016 City Council Meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Other

Discussion was held among City Council Members regarding the following item: the belief that the Planning and Zoning Commission should not take any action on P.Z. 1 and 1a-99 Claymont Development (Strecker Forest) until the City receives and reviews the report from Dr. DeFur.

A motion was made by Council Member Stine, seconded by Council Member Manton, to request that the Planning and Zoning Commission postpone action on P.Z. 1 and 1a-99 Claymont Development (Strecker Forest) until the City receives and reviews the requested information and report from Dr. DeFur.

Work Session was adjourned at 7:12 p.m.

DRAFT

WILDWOOD

MEMORANDUM

To: City Council Members

From: Tim Woerther, Mayor

Date: February 19, 2016

Subject: **Appointments to Various Positions/Boards and Committees**

At the February 22, 2016 City Council meeting, I will be looking for support from the City Council to re-appoint Ms. Lezli Jones (Ward Five) to the Board of Ethics for a five (5) year term ending 2021.

Please do not hesitate to contact me at (314) 235-7600 or twoerther@cityofwildwood.com should you have any questions or comments with regard to this appointment scheduled for Monday's City Council meeting.

Again, I ask for your support of this nomination at Monday's City Council meeting.

Thank you.

Summary

Tracking ID	525512	**Submitted On**	09/23/2009
Date	09/23/2009	**Submitted By**	<lezli@geggdesign.com>
Status	OPEN	**Time Open**	12 days, 16 hours, and 17 minutes
Action	Submitted	**Last Update**	12 days, 16 hours, and 17 minutes
Notes	User submitted information.	**IP Address**	99.191.120.59
Contact	User, Default	**Referrer**	https://www.cityofwildwood.com/egov/apps/action/center.egov?action=form&item=12&fDD
Quoted Service Norm	We appreciate your community spirit and look forward to involving you in City government. If you have any questions or comments, please contact us at 636-458-0440 x113.		

Submitted Data

Name	Lezli Jean Jones
Address	2313 Hunters Crest Dr
City	Glencoe
State	MO
ZIP Code	63038
Home Phone Number	636-273-5225
Work Telephone Number	636-236-8955
Email	lezli@geggdesign.com
Ward	5
Occupation	Kitchen Designer
Education	Bachelors of Arts - Interior Design Mount Mary College in Menomonee Falls Wisconsin
Volunteer Experience	Very Little
Board or Commission	"Bd_Ethics"
Comments	I am very excited to get involved in my community and am open to any opportunities that are available.
Nominating City Official	Tim Woerther

WILDWOOD

January 28, 2016

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

Council Members:

The Historic Preservation Commission has completed its review of the requested register request that was submitted to it for the 'Second John E. Schnarr House' that is located on Manchester Road (in Grover) and prepared the following recommendation report in that regard. This recommendation report, which includes an associated action, reflects the Historic Preservation Commission's vote to recommend the building and property be placed on said register, which is now being forwarded to the City Council for its consideration. This recommendation and action were completed in accordance with the requirements of Chapter 89 of Missouri Revised Statutes, the City's Charter, and those regulations of the City relating to public notice and publications (Chapter 440 of the City of Wildwood's Historic Preservation and Restoration Code). This recommendation and action are as follows:

Petition No.:	H.R. 2-15
Petitioner:	Robert H. Butler Trust, C/O John Butler, 16941 Manchester Road, Wildwood, Missouri
Request:	A request to place the single-family dwelling known as the 'Second John E. Schnarr House', according to Esley Hamilton's 1989 Historic Inventory Survey, on the City of Wildwood's Historic Register. This tract of land is zoned C-8 Planned Commercial District Ordinance. This ordinance allows the reuse of this historic element for commercial activities, including offices. A condition of this ordinance stipulated the owner was required to submit an application to place the building (c. 1929 per St. Louis County Tax Records) onto the City's Historic Register.
Location:	16941 Manchester Road
Tract Size:	One (1) acre
Locator No.:	24V530551
Public Hearing Date:	December 1, 2015
1st Vote:	December 22, 2015 – Approval by a vote of 4 to 0 (Voting Aye – Jeter, Thompson, Rosener, and Barth)
Final Action:	January 28, 2016 - Approval by a vote of 5 to 0 (Voting Aye – Jeter, Thompson, Rosener, Wojochowski, and Barth)
Report:	Attachment A
Site Photographs:	Attachment B
Background Information:	Attachment C
School District:	Rockwood
Fire District:	Metro West

Ward: Eight

Copies of the City of Wildwood Master Plan, Parks and Recreation Plan, Action Plan for Parks and Recreation 2007, Zoning Ordinance, and Charter are all on file with the City Clerk's Office.

Respectfully submitted,
CITY OF WILDWOOD PLANNING AND ZONING COMMISSION

Greg Barth, Acting Chair

ATTEST:

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant of Director of Planning and Parks
Terri L. Gaston, Senior Planner
John Butler, Property Owner

ATTACHMENT A

AREA AND SITE HISTORY:

The history of this property is very much intertwined with its surroundings, which is the historic village of Grover. Grover has been the commercial center of this section of Manchester Road, since the mid-1850's. The community of Grover was originally called St. Friedling and Maple Grove. The first post office was established during the Grover Cleveland administration and John Brown, the first postmaster, named the village of Grover after the President. One of the most memorable structures is the large two story building, located at 16962 Manchester Road that served as the original Wildwood City Hall from 1995 through 2009. Fred Rettker probably built the original building about 1879. It was the only general store in the immediate vicinity. Louis Fick bought the store in 1890 for two thousand dollars. He then built a new building, which he still owned, when it became the communications hub of the area after the first switchboard was installed in 1911, known as the Grover Mutual Telephone Company. Elmer Funk took ownership in 1921. The store and the picnic area to the east became a favorite meeting place. Townspeople would often gather at the picnic area, known as Funks Grove, for parades, picnics and band concerts. The building now houses a tea shop and gift store.

Another notable structure located across Manchester Road from the original Wildwood City Hall, and is now the site of an interior design store was known as the Wetterer Smith Shop and later Wells and Company. This long building was constructed in 1865, with additional portions added later. Freidlien Wetterer came to St. Louis from Baden Baden, Germany in 1854 and worked as a wagon maker in St. Louis

before opening a wagon making shop in Ballwin. Following the Civil War, he moved to this location in Grover, had four sons, and also acquired a farm of 84 acres. The town also boasted of a blacksmith shop and a saloon owned by Christian Von Gruben. Additionally, Judge Frederick W. Steines, who was 'the best known man living in Meramec Township', lived in Grover. He was the son of Herman Steines, and both men served as justice of the peace (*Sources: Beck, Jo 2009 Wildwood, Reedy Press; Thomas, William L. 1911 History of St. Louis County – A Story That Attracts; and 1920 History of St. Louis County*).

Esley Hamilton, St. Louis County's past historian, noted the following about this dwelling and property in his 1989 survey of it: "*The typical bungalow style of this house is modified by the left side of the porch being enclosed, apparently as part of the original construction of the house (has been removed). A triple window fills this façade, with paired windows on the site and to the right of the door. All have four vertical panes over one. Above the door is broad fabled dormer with three (3) windows. A brick chimney stands on the west side of the house to the front of the rood ridge.*"

Additionally, Mr. Hamilton notes the following about the family that resided there: "*John Edward and Ida Schnarr, who had bought the lot to the west in 1916 (now 16942 Manchester Road, bought this addition acre from Gustave and Lulu Goedeke of Franklin County in 1920. They built this house in 1929 to accommodate a growing family and rented the older house for several years. Ida Schnarr died a widow in 1964 at the age of 73, leaving this property to her son J. Harold Schnarr and her grandson Ronald L. Pfeiffer. Pfeiffer sold his interest to Harold and his wife Audrey in 1965.*" Thereafter, Mr. Butler purchased the lot in 2010.

CURRENT REQUEST:

The petitioner, Robert H. Butler Trust, C/O John Butler, is requesting the Historic Preservation Commission's favorable consideration of his request to place this single-family dwelling and the property, where it is located (the Second John E. Schnarr House), on the City's Historic Registry. It is important to note the petitioner is seeking a land use incentive package from the City of Wildwood's Historic Preservation Commission, which is twofold in nature. Specifically, the petitioner is requesting the nominal requirement for public space be waived (1,162 square feet), while also seeking relief to the escrow requirement for the streetscape costs for Manchester Road along the property's respective frontage that would exceed thirty thousand dollars ($30,000.00). Additionally, the purpose of this request is to make the City aware of this historic element that is being restored for preservation purposes and ensure it is protected and maintained so future generations can enjoy its role in the history of this area.

ANALYSIS:

Age of Structure and/or Building >>> The Historic Preservation Commission would note the first test in the consideration if an element located in the City of Wildwood is historically significant is its overall age. The regulation in this regard, as noted in the Historic Preservation and Restoration Code, is no less than seventy-five (75) years of age. This dwelling, according to St. Louis County Department of Revenue records, indicates the building was built in 1929, which exceeds the seventy-five (75) year threshold for consideration as a historically significant element of the City.

Thirteen (13) Criteria of the Code >>> With this first test met, the next consideration involves the thirteen (13) criteria set forth by the United States Department of Interior – National Park Service for historically significant properties. These thirteen (13) criteria are part of the City's ordinance and serve the same

purpose in determinations relative to historical significance. However, in the case of the City's ordinance for historic preservation, only one (1) of these thirteen (13) criteria must be met for the element to be considered historic in nature. Accordingly, the thirteen (13) criteria are identified below and their applicability to this particular element:

Criteria for Use	Compliance Level
1. Its character, interest or value is part of the development, heritage, or cultural characteristics of the community, County, State, or country;	**Yes** – This dwelling remains one (1) of the last examples of the bungalow type of housing that was very prevalent in St. Louis County in the 1930's, but to a much more limited extent in this area of it. With the recent demolition of another bungalow, to the east of this location, but on Manchester Road, the number of these types of examples is decreasing, creating the need to protect what remains. With only a few tangible references remaining of this type of dwelling in far west St. Louis County, it has a value relating to the characteristics of Wildwood and St. Louis County.
2. Its overall setting is part of a collection of buildings, elements, or objects where the overall collection forms a unit;	**Yes**- as noted above, this dwelling remains an integral part of the Grover Community and is part of a collection that forms this unit.
3. It has the potential to be returned to an accurate historic appearance regardless of alterations or insensitive treatment that can be demonstrated to be reversible;	**Yes** – with the petitioner's intent, and already underway, to restore the bungalow to much of its previous appearance, this criterion is easily met.
4. Its location is the site of a significant local, County, State, or national event;	No – none has been recorded or discovered in the City's research upon it.
5. It is identified with a person or persons who significantly contributed to the development of the community, County, State, or country;	No – the City's search of records does not indicate that John E. Schnarr had a major role outside the construction of two (2) homes in this area of Wildwood.
6. It embodies distinguishing characteristics of an architectural type valuable for the study of period, type, method of construction or use of indigenous materials;	**Yes** – Dwelling, which is constructed of local materials, and limited examples of such are found in Wildwood at this time.
7. It is identified as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, State or country;	No – Information could not be determined.
8. It embodies design, detailing, materials or craftsmanship that renders it architecturally significant;	**Yes** – the simplicity of the original dwelling component reflects classic architecture that was prevalent across the United States in the 1920's and 1930's.

Criteria for Use	Compliance Level
9. It embodies design that makes it structurally or architecturally innovative;	No – none determined.
10. It has a unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community, or City;	**Yes** – as noted above, this dwelling is one (1) of a few remaining anchors of existing buildings that form the core of the Grover community, both now and throughout much of its history, along historic Manchester Road.
11. Its character is a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity, or architectural significance	**Yes** – bungalow structure.
12. It is suitable for preservation or restoration; and	**Yes** – given, with restoration work already underway, this element has already proven its suitability for such.
13. It has potential to yield information important to history or prehistory.	No – none determined.

In the Commission's analysis of these thirteen (13) criteria, at least eight (8) of them are met. Given only one (1) of these thirteen (13) must be met to be considered historically significant by the City's code on the same, this dwelling and property easily meets that standard and should be considered such by the members of the Commission.

Rationales for Support for this Registry Nomination >>> In considering this request, the Historic Preservation Commission would also state the dwelling and property is appropriate for nomination and inclusion on the City's Historic Registry for a number of reasons. These reasons included the following:

1. This asset and property is located in a historic community (Grover);
2. The requirements of the City's Historic Preservation Ordinance are met by this dwelling and property;
3. The preservation of the dwelling and property would guarantee its reuse and provide a mechanism for the City to create a partnership for their long-term protection;
4. The approval of this request for the dwelling and property's placement on the City's Historic Registry is further evidence of the growing support and importance these types of preservation activities hold in Wildwood; and
5. The inclusion of this property onto the registry benefits all parties.

Areas for Certificate of Appropriateness >>> The Historic Preservation Commission is recommending multiple levels of review according to the relative importance of this historic dwelling and the property within the community, when designs, plans, and construction of any new building/structures, along with improvements that are proposed (not including interior modifications). These levels of reviews include the following:

1. Plot plan submittals, including, but not limited to, the placement of new buildings and structures on the property, along with the location of pasture areas and associated fencing.
2. Any demolition, in whole or part, requiring a permit from the City.
3. Any additions or modifications to the site or its improvements altering its function and/or character.

Specific Items Initiating Review >>>

- ✓ Roof Repairs or Replacements
- ✓ Painting of Exteriors of the Buildings
- ✓ Repair or Replacement of Exterior Fascia Boards
- ✓ Installation or Removal of Windows
- ✓ Repair or Replacement of Doors
- ✓ Structural Modifications to Porches and Additions
- ✓ Additions or Modifications of a Non-Structural Nature, such as replacement or repair of gutters, downspouts, trim boards, or other key architectural elements of the exteriors
- ✓ Site Modifications governed by the C-8 Planned Commercial District, including, but not limited to, parking and drive aisles, fences, and other structures

Design Criteria to be applied to Certificate of Appropriateness Review Process >>> In considering an application for a Certificate of Appropriateness, the Historic Preservation Commission shall be guided in principal by the Secretary of the Interior's standards as follows:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and exterior spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding non-authentic or architectural features of other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
9. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Standards for Review Process >>> Design guidelines for applying the criteria for review of Certificate of Appropriateness shall, at minimum, consider the following architectural criteria:

1. *Height.* The height of any proposed alteration or construction should be compatible with the style and character of the historic property.

2. *Proportions of windows and doors.* The proportions and relationships between doors and windows should be compatible with the architectural style and character of the historic property.
3. *Relationship of building masses and spaces.* The setback and relationship of the historic property to the open space between it and adjoining structures should be compatible.
4. *Roof shape.* The design of the roof should be compatible with the architectural style and character of the historic property.
5. *Landscaping.* Landscaping should be compatible with the architectural character and appeal of the historic properties.
6. *Scale.* The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding historic properties.
7. *Directional expression.* Facades of historic properties should blend with other structures with regard to directional expression. Historic properties should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a historic property after alteration, construction or partial demolition should be compatible with its original architectural style and character.
8. *Architectural details.* Architectural details including materials, colors and textures should be treated so as to make a historic property compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a historic property.
9. *Signage.* The character of signs should be in keeping with the historic architectural character of a historic property. Character of a sign includes the number, size, area, location, type, (e.g., off-site advertising signs and on-site business signs), letter size or style, and intensity and type of illumination.
10. *Minimum maintenance.* Significant exterior architectural features should be kept in a condition of good repair and maintenance. All structural and mechanical systems should be maintained in a condition and state of repair that will prevent decay, deterioration or damage to significant architectural features or otherwise adversely affect the historic property.

Incentives and Related Matters >>> The Historic Preservation Commission has reviewed the requested incentives (waivers to the City's Public Space Requirements and escrow obligations for frontage improvements on Manchester Road (Phase III of its streetscape) and believes each of them to be a reasonable application of this allowance. The incentive would allow the owner of the building and lot to proceed forward with its restoration to completion and establish a reuse in the historic bungalow that will keep activity there for many years to come. By granting these incentives, the Commission believes it is necessary for the following conditions to be met:

1. The demolition of the building would require the owner, regardless if it is the current petitioner or not, to reimburse the City the amount of the forgiven escrow. This amount would be $30,755.74. The mechanism for this recovery would be a deed restriction placed on the property, before occupancy of the restored building is authorized by the City.
2. The alteration of the building by an amount of more than fifty (50) percent of its current total square footage, which is determined by the Historic Preservation Commission and the City Council not consistent with its historic character, would cause the owner of it, whether the current petitioner or not, to reimburse the City the amount of $30,755.74, the total of the escrow that was waived for the Manchester Road streetscape project.
3. The current petitioner agree to complete the historic registry process with the City of Wildwood and meet all of the conditions associated with such.

The Commission would note again the granting of these two (2) incentives is significant in terms of their costs to the City, but such has been granted in the past for a similar project on Manchester Road for another bungalow that was never restored and placed into reuse. In this first case, the petitioner wanted to open a nursery upon the property and use the historic bungalow as a showroom and office area. The request from the petitioner was to waive the Traffic Generation Assessment fees and the Manchester Road improvements, which totaled, in this case, almost eighty-two thousand dollars ($82,000.00). Although the City Council granted this wavier amount, it was never used, since the petitioner could not complete the purchase of the property from the owner. However, this example does assist in placing this request in past context.

The provision of incentives is always a difficult process, given the City's need to balance a fair application policy relating to its development requirements, with its stated desire in the Master Plan to promote the preservation of its history through the restoration, rehabilitation, and/or the reuse of historic properties, buildings, and/or structures. **More so, than in most locations in Wildwood, the Commission is recommending these incentives (relief to an escrow of $30,755.74 for roadway improvements on Manchester Road and public space credits), as part of its action in this regard, given such an approach is consistent with the City's new direction on economic development and promoting this area of Grover as a hub for business activities that accentuate its historic character, which includes The Porch, Imogene's Tea Room, Alder Dry Goods, The Black Sheep, and Three French Hens (see Houseal Lavigne Report – Action Item #5 – Pages 57 and 58).**

RECOMMENDATION AND SUMMARY:

The Historic Preservation Commission has determined the subject dwelling and property complies with the minimum level of items from the City's enabling legislation to be considered for its acceptance onto its Historic Registry and, with their addition, will allow for it to be retained. The items triggering the Certificate of Appropriateness review by the City's Historic Preservation Commission are reasonable and allow for the protection of the building, property, and area. In conclusion, the Commission appreciates and supports the inclusion of this dwelling and property in terms of an illustrative example of its history and the value of historic preservation, as a way to enrich a community's character.

A copy of the legal description for this property is on file in the City Clerk's Office.

Respectfully submitted,
CITY OF WILDWOOD HISTORIC PRESERVATION COMMISSION

Greg Barth, Acting Chair

ATTEST:

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
The Honorable City Council of the City of Wildwood
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Terri L. Gaston, Senior Planner
Jon Butler, Property Owner
Dennis Tacchi and John Guenther, Design Team Members

ATTACHMENT B
Site Photographs

Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

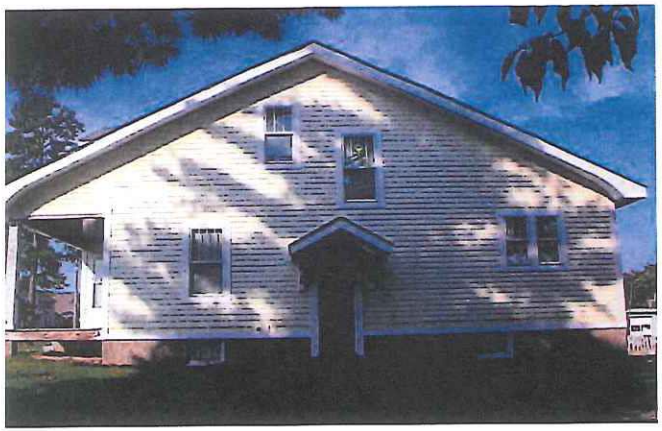
General Context Aerial Plan

October 31, 2014

Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040

view of south façade from Manchester Road

view of south façade from Manchester Road



view of east façade

view of west façade

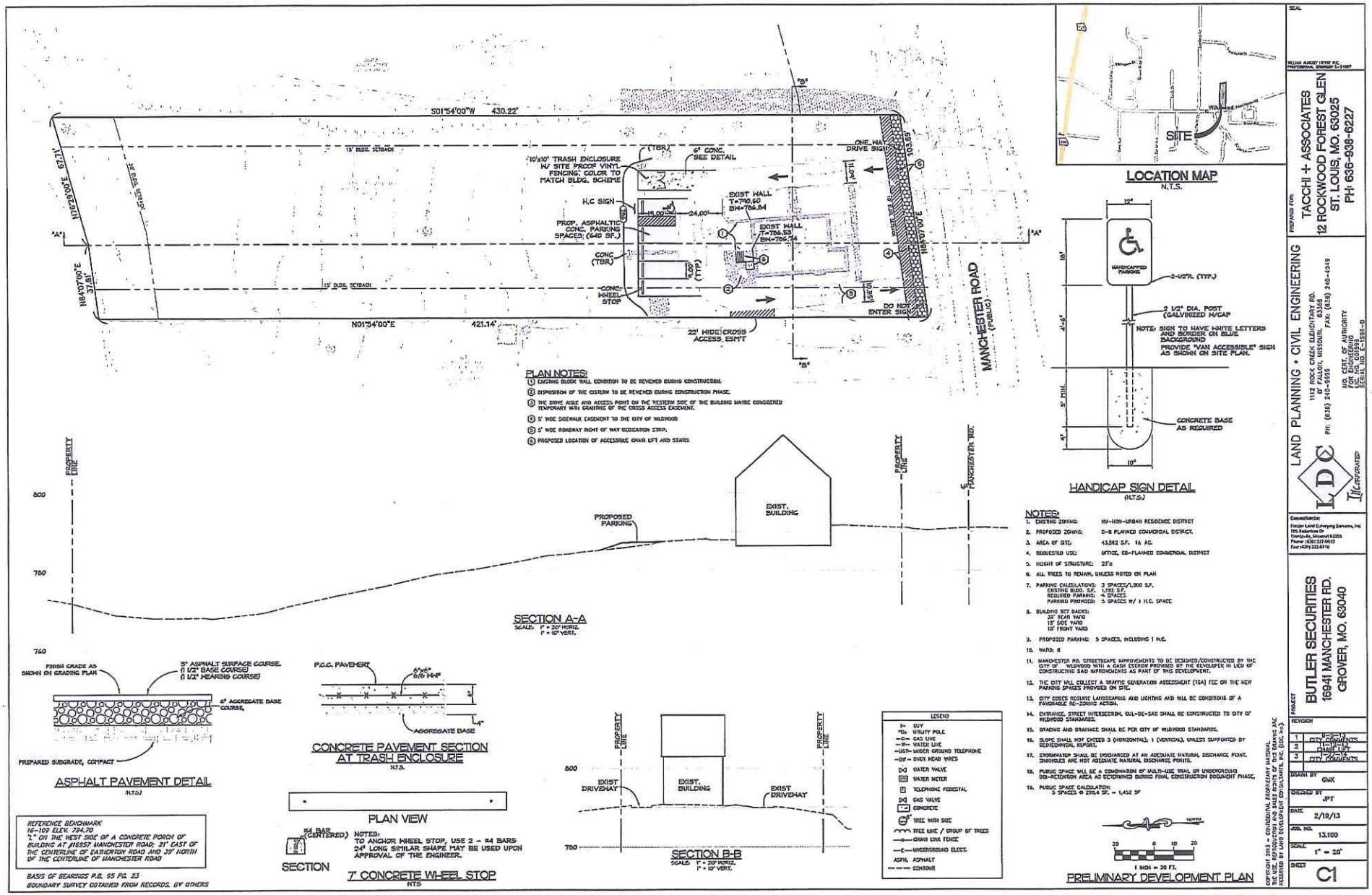
view of north façade

Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

Existing Conditions

October 31, 2014

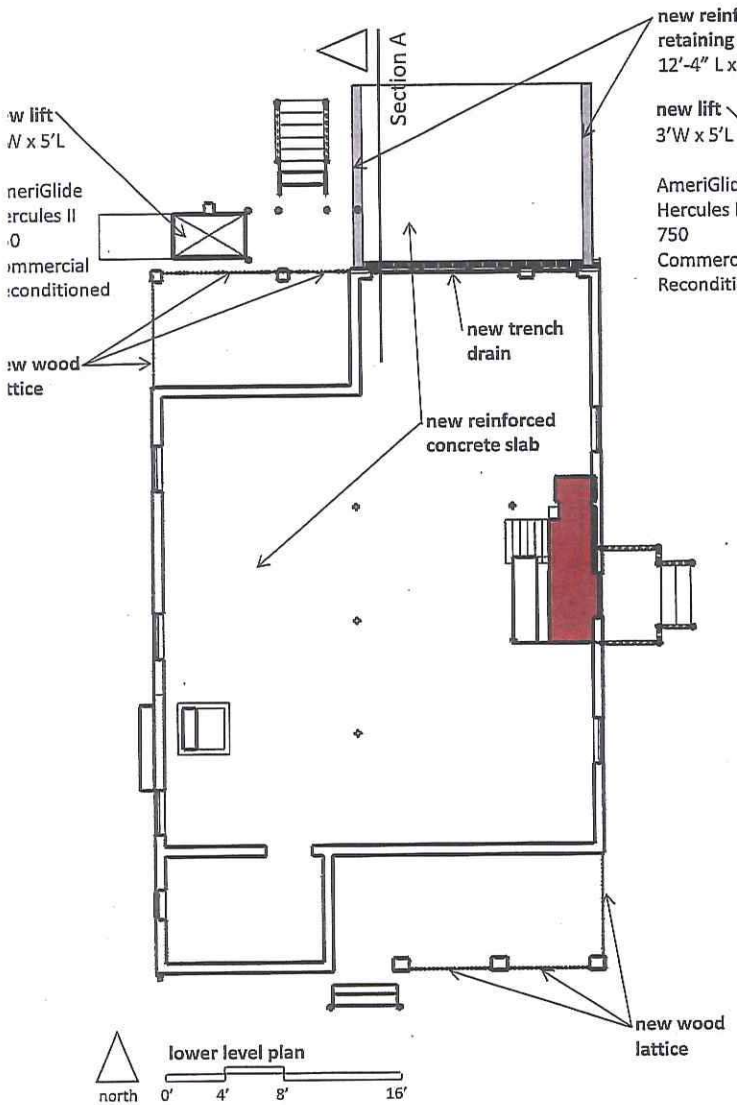
Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040

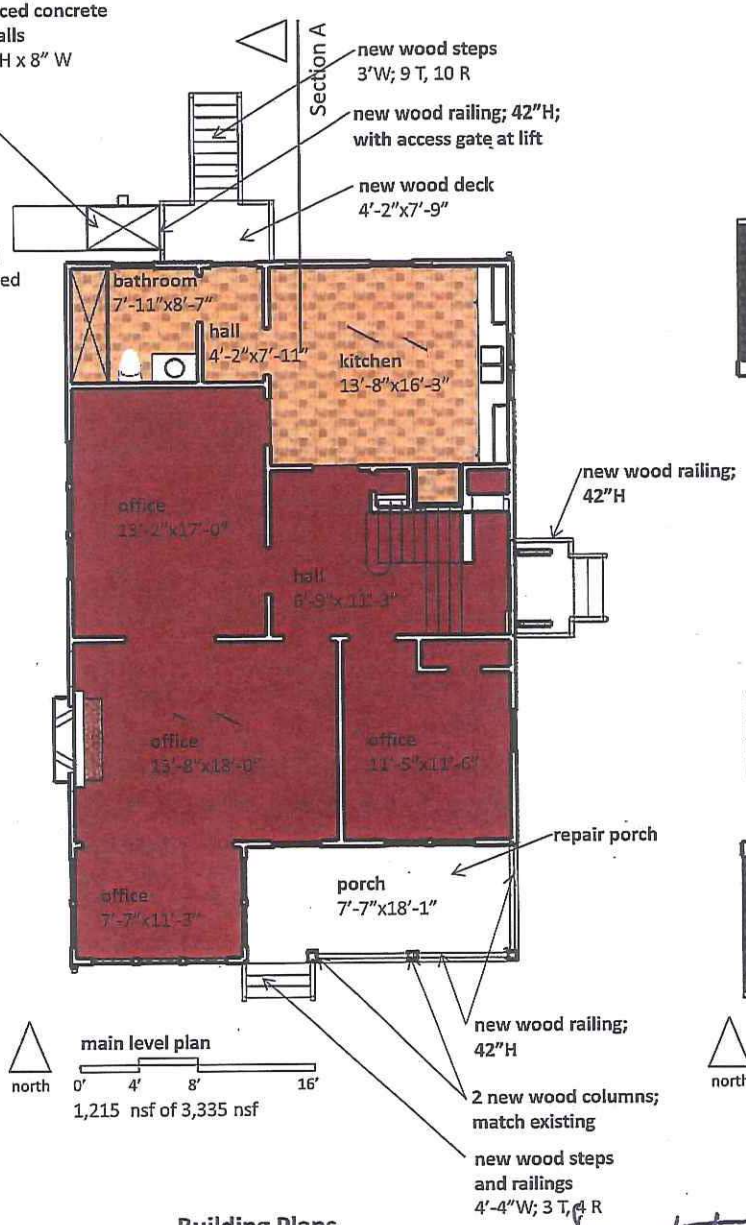


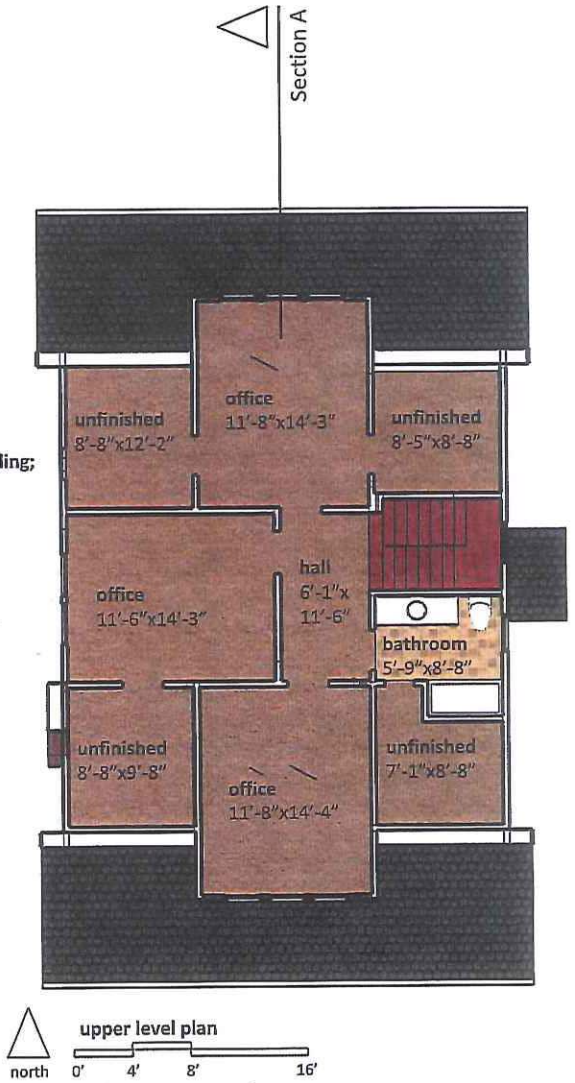
Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

Preliminary Development Plan

Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040







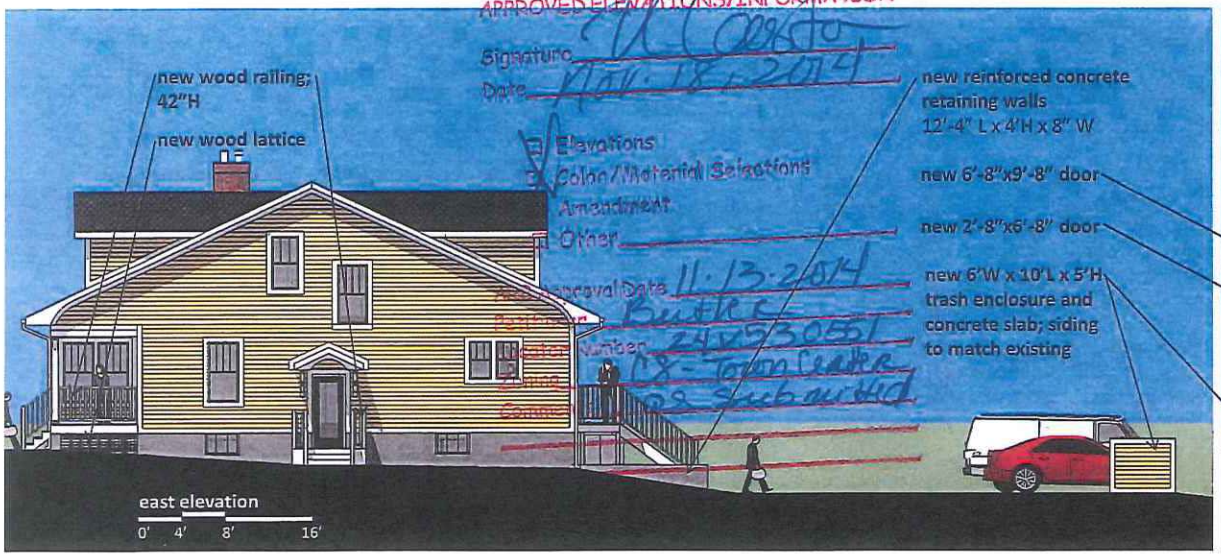
Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

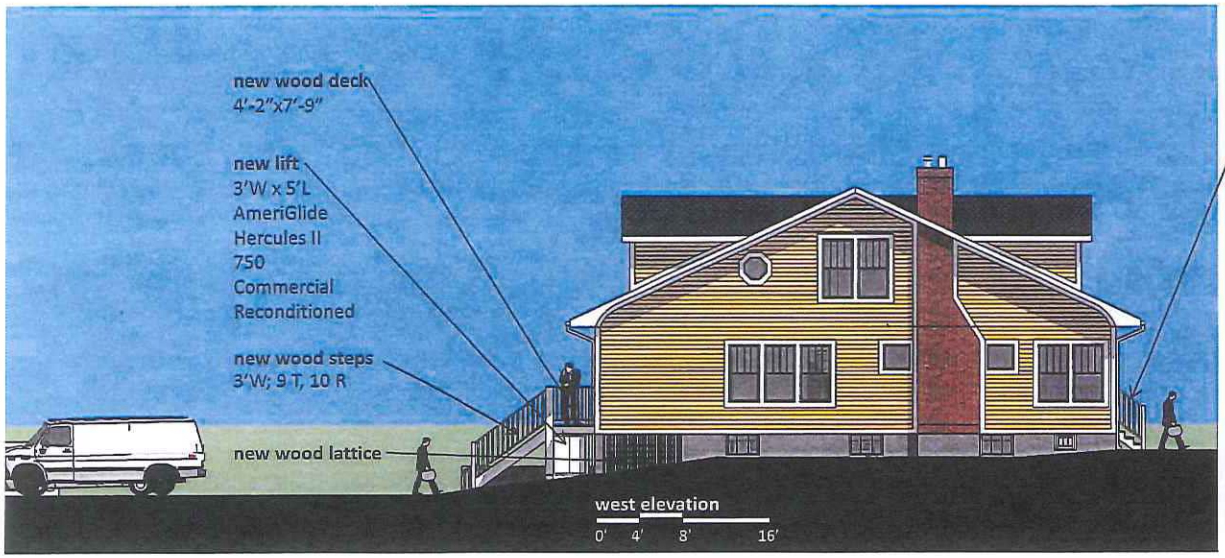
Building Plans

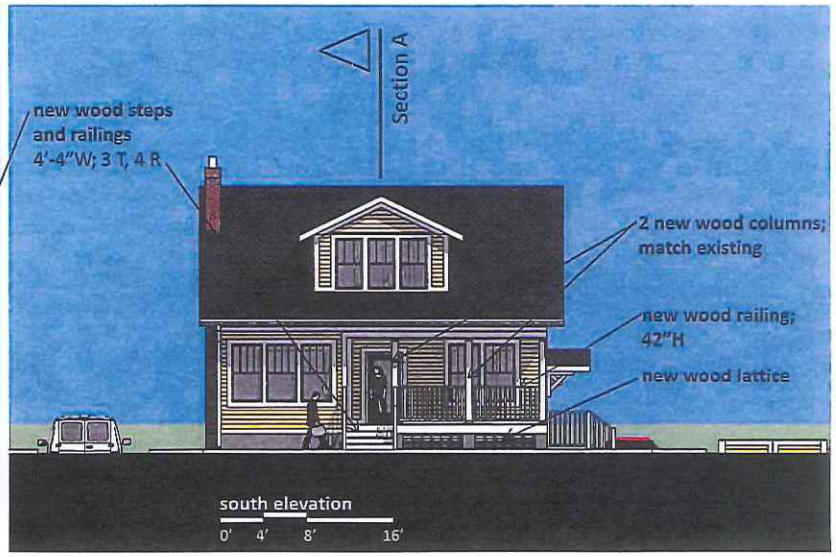
October 31, 2014

Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040

CITY OF WILDWOOD
ARCHITECTURAL REVIEW BOARD
APPROVED ELEVATIONS/INFORMATION
Signature
Date Nov. 18, 2014
Elevations
Color/Material Selections
Amendment
Other
Approval Date 11.13.2014
Position Butler
Number 24X530551
Zoning C8 - Town Center
Comment 08 Submitted







Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

Building Elevations

October 31, 2014

STATE OF MISSOURI
DENNIS GERARD TACCHI
NUMBER A-4234
REGISTERED ARCHITECT

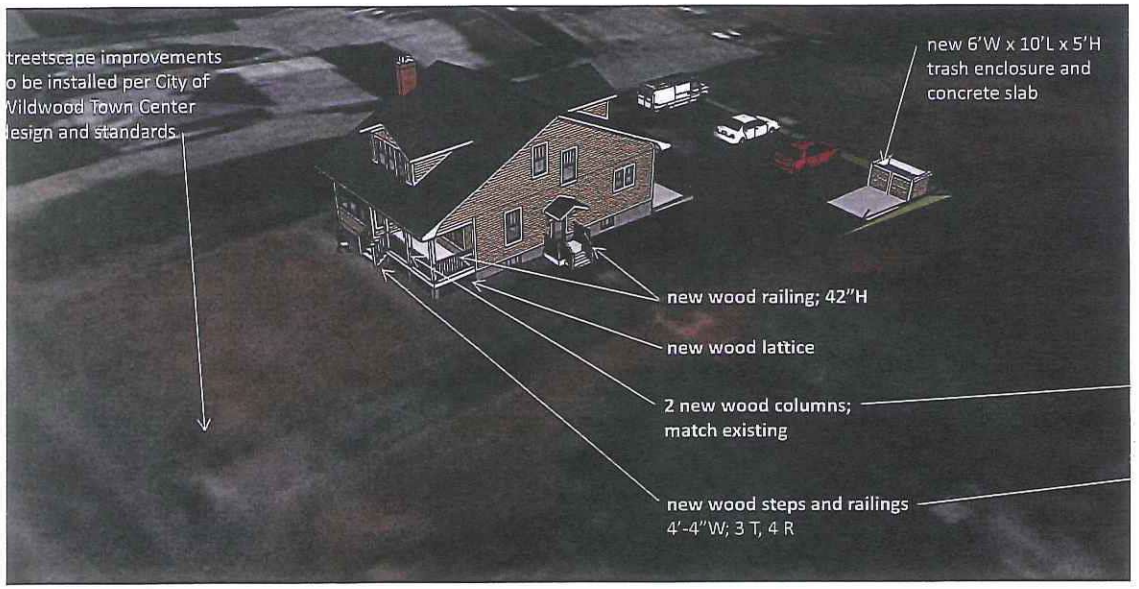
Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040

Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

Building Section

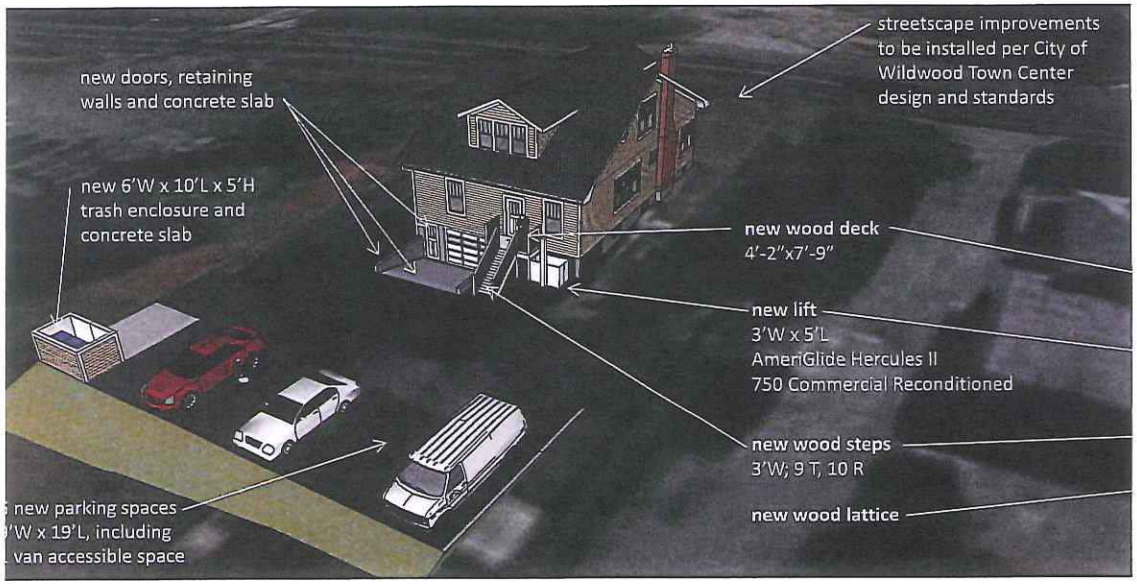
October 31, 2014

Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040



aerial view of south and east façades from above Manchester Road

view of south and east façades from Manchester Road



aerial view of north and west façades looking towards Manchester Road

view of north and west façades

Proposed Offices for Butler Durrell Security
Dennis Tacchi & Associates Architects + John C. Guenther Architect LLC
November 13, 2014

Perspective Views

October 31, 2014

STATE OF MISSOURI
DENNIS EDWARD TACCHI
NUMBER A-4234
REGISTERED ARCHITECT

Butler Durrell Security
16941 Manchester Road
Grover, Missouri 63040

ATTACHMENT C
Background Information

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

NOTICE OF PUBLIC HEARING
before the
CITY OF WILDWOOD
HISTORIC PRESERVAITON COMMISISON
December 1, 2015 (Tuesday), at 7:00 p.m.

The Historic Preservation Commission of the City of Wildwood will conduct a public hearing on **Tuesday, December 1, 2015, in the City Hall Community Room, 16860 Main Street, Wildwood, Missouri 63040** for the purposes of obtaining testimony regarding a proposal to place certain structures, buildings, and/or properties (historic elements) on the City's Historic Registry, which will then be considered for action. This hearing is open to all interested parties to comment upon this request, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding this request, no action is required on your part. Written comments are requested to be submitted prior to the hearing and addressed to the Historic Preservation Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040 or via the City's website at **www.cityofwildwood.com/comment**. The following request will be considered at this time:

H.R. 2-15 Robert H. Butler Trust, c/o John Butler, 16941 Manchester Road, Wildwood, Missouri - A request to place the single-family dwelling, which is located at 16941 Manchester Road (Locator Number 24V530551), known as the 'Second John E. Schnarr House', according to Esley Hamilton's 1989 Historic Inventory Survey, on the City of Wildwood's Historic Register. This tract of land is zoned C-8 Planned Commercial District Ordinance. This ordinance allows the property owner to reuse the historic element for office type activities. A condition of the ordinance stipulated the owner was required to submit an application to place the building (c. 1929 per St. Louis County Tax Records) onto the City's Historic Register. **(Ward Eight)**

By Order of the Historic Preservation Commission
On November 16, 2015
by Elizabeth Weiss
City Clerk

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

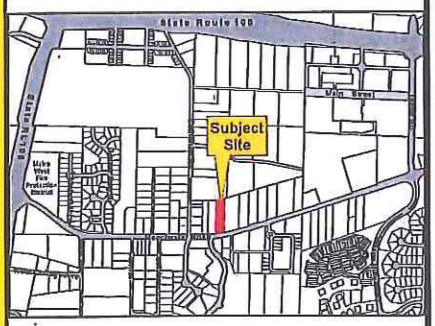
WILDWOOD

16860 Main Street
Wildwood, MO 63040

CITY OF WILDWOOD
NOTICE OF
PUBLIC HEARING
before the Historic Preservation Commission
Tuesday, December 1, 2015, at 7:00 p.m.

AS A RESIDENT OR PROPERTY OWNER NEAR THE SITE THAT IS IDENTIFIED ON THIS MAILER, THE CITY OF WILDWOOD WOULD LIKE TO ENSURE YOU ARE AWARE OF THIS REQUEST/PROPOSAL BECAUSE IT IS LOCATED WITHIN 1,500 FEET OF YOUR PROPERTY. YOUR COMMENTS ARE ENCOURAGED, ALONG WITH YOUR PARTICIPATION AT THE SCHEDULED HEARING OR MEETING. THIS ITEM IS SCHEDULED FOR DISCUSSION AND ITS OUTCOME MAY IMPACT YOUR HOME, NEIGHBORHOOD, OR AREA, SO PLEASE CAREFULLY READ THE DESCRIPTION AND PARTICIPATE AT YOUR DISCRETION. THE CITY OF WILDWOOD ENCOURAGES CITIZEN INPUT AT ALL OF ITS HEARINGS OR MEETINGS AND YOUR INVOLVEMENT WILL ASSIST IT IN REACHING THE BEST DECISION POSSIBLE FOR ALL PARTIES.

* PLEASE SEE YELLOW BOX ON OPPOSITE SIDE OF THIS MAILER FOR A LIST OF WAYS TO EITHER COMMENT ON AND/OR TRACK THIS ITEM.



Street Addresses of Subject Site:
16941 Manchester Road
Wildwood, MO 63040

THE CITY WELCOMES AND ENCOURAGES YOUR COMMENTS AND PARTICIPATION IN ITS PUBLIC PROCESSES.

The Historic Preservation Commission of the City of Wildwood will conduct a public hearing on **Tuesday, December 1, 2015, at 7:00 p.m.** **in the City Hall Community Room, 16860 Main Street, Wildwood, Missouri 63040** for the purposes of obtaining testimony regarding a proposal to place certain structures, buildings, and/or properties (historic elements) on the City's Historic Registry, which will then be considered for action. This hearing is open to all interested parties to comment upon this request, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding this request, no action is required on your part. Written comments are requested to be submitted prior to the hearing and addressed to the Historic Preservation Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040 or via the City's website at **www.cityofwildwood.com/comment**. The following request will be considered at this time:

H.R. 2-15 Robert H. Butler Trust, c/o John Butler, 16941 Manchester Road, Wildwood, Missouri - A request to place the single-family dwelling, which is located at 16941 Manchester Road (Locator Number 24V530551), known as the 'Second John E. Schnarr House', according to Esley Hamilton's 1989 Historic Inventory Survey, on the City of Wildwood's Historic Register. This tract of land is zoned C-8 Planned Commercial District Ordinance. This ordinance allows the property owner to reuse the historic element for office type activities. A condition of the ordinance stipulated the owner was required to submit an application to place the building (c. 1929 per St. Louis County Tax Records) onto the City's Historic Register. **(Ward Eight)**

***RESIDENT OR PROPERTY OWNER - PLEASE COMMENT ON AND/OR TRACK THIS REQUEST BY:**

1) Submitting a comment online by visiting: **http://www.cityofwildwood.com/comment.**
2) Submitting a written comment prior to the hearing and addressed to the Historic Preservation Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040.
3) Viewing the Historic Preservation Commission's agenda, which is available on the City's website at: **www.cityofwildwood.com**, the Friday before the aforementioned meeting date.

If you should have any questions regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. Thank you in advance for your interest in this matter.

WILDWOOD

September 24, 2015

MEMORANDUM

To: City of Wildwood Historic Preservation Commission Members

From: Department of Planning and Parks – Liz Weiss and Joe Vujnich

Re: Historic Register Application by the Robert H. Butler Trust – Second John E. Schnarr House

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Kathy Arnett, Senior Planner I
John Butler, Petitioner and Property Owner
Dennis Tacchi, Architect

On tonight's agenda, a pre-application conference is scheduled to discuss the placement of a historic bungalow onto the City's Historic Register. This bungalow is located on Manchester Road (the original Route 66) and was constructed in 1929. Additionally, the element is also located in the Grover Area, which has always been a major component of this area of west St. Louis County, since the middle 1850's. The Grover Area, from historical documents and reports, was the center of commerce and community and many of the historical elements still remain today. Over the decades, much of its history revolved around this area, where this bungalow is located.

For the majority of the bungalow's history, it has been used for residential purposes and been an anchor along this portion of Manchester Road, since its construction. More recently, the petitioner purchased it and wanted to convert it into an office facility to house his business. Since the City's Town Center Plan's Regulating Plan designated the property for future "Workplace" District activities, such a conversion is supported by such. Therefore, with the submittal of an application and action by the City upon it, the Town Center Plan would support a change in its use.

Given the Town Center Plan's support for the use of this property for commercial activities, the owner sought the change in its zoning from NU Non-Urban Residence District to the C-8 Planned Commercial District. The change in zoning was presented to the Planning and Zoning Commission and City Council. The Planning and Zoning Commission did consider the change in zoning and the new use of the bungalow and agreed it was suitable for the type of activity – an office. The City Council also agreed with the recommendation of the Planning and Zoning Commission and

approved the site-specific ordinance for the activity. One (1) of the key conditions of the site-specific ordinance, which allows for the reuse of this historic bungalow, was the owner was required to submit an application to the Historic Preservation Commission for its consideration of being placed on the Wildwood's Historic Registry. The specific condition in this regard is as follows:

> 4.(t). *The petitioner/owner, within one (1) year of the approval of this zoning district designation change upon the property, must submit an application to place the building onto the City's Historic Registry. If the building is determined to be suitable for said listing on the City's registry by the Historic Preservation Commission (HPC), the owner shall agree to its placement thereon. Removal from the registry of this building shall follow the requirements set forth in Chapter 440 Historic Preservation and Restoration Code of the City of Wildwood's Municipal Code thereafter.*

To comply with this requirement, the petitioner has submitted the information necessary for the registry request process to begin. The first step in this registry request process is the pre-application conference. The pre-application process allows the Commission and petitioner to discuss the information that has been provided and request any additional data/history that will assist in developing a final recommendation in this regard. A public hearing is usually then scheduled shortly thereafter.

If any of the Commission Members should have questions or comments regarding this property/element or the process, please feel free to contact the Department of Planning at (636) 458-0440. The Department will provide a brief overview of this element and process at the start of tonight's meeting. Thank you for your consideration of this information and input on the same.

HISTORIC REGISTER APPLICATION FORM

WILDWOOD

NAME OF ELEMENT/PROPERY

Historic Name: The Cottage (what we call it) The Butlers

Other Known Names: house belonging To Audrey M. Schnorr Previous owner. Always in her Family

CITY OF WILDWOOD

JUL 27 2015

DEPT OF PLANNING & PARKS

LOCATION

Street Address: 16941 Manchester Road

City: Wildwood

State: Mo County: St. Louis Zip Code: 63040

OWNERSHIP INFORMATION

Name of Owner: Robert H. Butler Trust

Owner's Address: 405 Steeple Lane

~~636~~

Telephone: 314 488 7278 E-mail: Johnbat butler@sbcglobal.net

bat

BASIS FOR HISTORICAL SIGNIFICANCE: ***(Select one or more of the following)***

- Property is seventy-five (75) years of age or older.
- Property is associated with a particular person, event, or historical period significant to this area.
- Property is of a particular architectural style or architect, builder, etc.
- Property exhibits historic or prehistoric archeological resources
- Other _____

PAST AND PRESENT USE OF PROPERTY

Past Use: Residence

Present Use: Being Converted To office of Butler Durrell Security Inc

ADDITIONAL INFORMATION RELEVANT TO APPLICATION (you many attach additional sheets, pictures, newspaper articles, etc., as you would like): _____

Please submit completed form to the City of Wildwood, Attn: HPC Register, 16860 Main Street, Wildwood, MO 63040

Locator Number: 24V53055

Township: _____ Range: _____

Section: _____

Element/Property Name: The Cottage

CITY OF WILDWOOD
HISTORIC ELEMENT/PROPERTY INVENTORY AND SURVEY

Name of Historic Element: The Cottage - Home of offices Butler Durrell Security Inc

Other Names: _____

Address of Element/Property: 16941 Manchester

Name of Element/Property Owner: Robert N. Butler Trust

Address of Element/Property Owner: 405 Steeple Lane

Age of Structure/Element(s): Born 10/14/28 - Age 87

Acreage of Property: 1 Acre Eligible for National Register? Yes ✓ No _____

Within established Historic District? Yes _____ No _____ Name of District: _____

Past use: Residential Home

Present use: Offices

Style or Design: Craftsman Home

Roof type/material: Shingle / _____

Number of bays: Front 0 Side 0

Wall treatment: Drywall interior

Floor Plan Shape: _____ No. of stories: 2

Wall Construction: Exterior California Redwood

Foundation Material: Concrete Basement? Yes ✓ No _____

Condition *(Scale of 1 to 10; higher number indicating better condition and upkeep)*: Interior _____ Exterior _____

Information pertaining to additions, alterations, etc.: We Replaced wood siding with pre primed California Redwood, Replaced doors & windows with new To Match period designs & Will drywall & All new plumbing, HVAC, Electric.

Element/Property Name: The Cottage

Description of Important Features: Nice ORIGINAL house, ORIGINAL FLOOR PLAN, We Removed ALL MATERIALS Covered with Lead

History and Significance: AN EARLY house ON 1 ACRE Now 80 years old ON old ORIGINAL highway 41 66

Description of Outbuildings and Environment: OUTbuildings were Removed as well ALL Lead covered siding, windows, doors plaster & Flooring MATERIALS

Element/Property Name: THE COTTAGE

Recorder of Deeds Search Information: LOCATOR 24 V 530 4/61

Probate Records Search:

Verbal History: TOLD TO HAVE BEEN IN PREVIOUS OWNER MARLENE DICKMANN'S FAMILY SINCE BUILT 10/16/1928. MRS DICKMANN DIED 2010 AT TIME OF SALE TO ROBERT H. BUTLER TRUST FBO R. JOHN BUTLER.

Element/Property Name: The Cottage

Text History:

Miscellaneous Documentation Information:

Other Information: See Recorder of Deeds Paperwork

Survey Prepared by: R. John Bullock ***Date:*** 7/16/2015

Book: 19044 - Page: 850

[redacted]

201008040050 3

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
WD	DICKMANN MARLENE TR ET AL		BUTLER ROBERT H TRUST FBO BUTLER JOHN R

PROPERTY DESCRIPTION: SEC: 1 TWP: 44 RNG: 3

Lien Number	Notation	Locator
		24V530461

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00503

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 4 day of August 2010 at 01:36PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MY
Deputy Recorder

Janice M. Hammonds
St. Louis County, Missouri

Mail to:

Destination code: 5 P

RECORDING FEE 30.00
(Paid at the time of Recording)

3

GENERAL WARRANTY DEED
(TRUST - COUNTY)

THIS DEED, Made and entered into this **29th day of July, 2010**, by and between

Marlene Dickmann and John H. Schnarr, co-trustees of the Audrey M. Schnarr 1991 Trust, dated March 1, 1991 (Grantor)

a trust, organized and existing under the laws of the State of **Missouri**, with its principal office in the county of **St. Louis**, State of **Missouri** party of the First Part, and

Robert H. Butler Trust FBO R. John Butler UAD 7/28/97 (Grantee)

Address: **405 Steeple Lane, Chesterfield, MO 63005**

WITNESSETH, that the said parties of the First Part, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the Second Part, the following described Real Estate, situated in the County of Wildwood, and State of Missouri, to-wit:

A tract of land in the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 44 North, Range 3 East in St. Louis County, Missouri and described as: Beginning at a point in the North line of Manchester Road, being the Southeast corner of a tract of land conveyed to John Edward Schnarr end wife, by deed recorded in Book 380 page 298, thence along the East line of property so conveyed to Schnarr, aforesaid, North 1 degree 54 minutes East 421.20 feet to the Northeast corner of said Schnarr tract, thence North 84 degrees 7 minutes East 37.81 feet to a point, thence North 76 degrees 29 minutes East 67.71 feet to a point, thence South and parallel to the East line of property conveyed to Schnarr by deed recorded in Book 380 page 298, South 1 degree 54 minutes East 430.22 feet to the North line of Manchester Road, and thence along the North line of Manchester Road, South 84 degrees 7 minutes West 103.68 feet to the place of beginning.

Property Address: **16941 Manchester Road**
Wildwood, MO 63040

Locator Number: **24V 530 461 Not Split**

#5 1005059 W

Subject to easements, conditions, restrictions, building lines and zoning regulations, if any.

Grantor hereby represents:

1. The Trustees are the duly acting and qualified Trustee under said Trust
2. The Trust has not been amended, revoked, or cancelled and is in full force and effect
3. The Trustees have the full and complete powers and authority to execute this deed

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the Second Part, and to the heirs and assigns of such party or parties forever.

The said party of the First Part hereby covenanting that it and its successors, shall and will **WARRANT AND DEFEND** the title to the premises unto said party or parties of the Second Part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year **2010** and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part have hereunto set their hands the day and year first above written.

Marlene Diekmann, Co-Trustee

Marlene Diekmann, Co-Trustee

STATE OF MISSOURI
County OF St. Louis

On this July 29, 2010, before me personally appeared Marlene Diekmann, co-trustee of the Audrey M. Schnarr 1991 Trust, dated March 1, 1991

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her their free act and deed, as the party or parties of the First Part.

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.

Annemarie C. Tubbe

Notary Public

My term expires:

Annemarie C. Tubbe

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

ANNEMARIE C. TUBBE
My Commission Expires
January 20, 2011
St. Charles County
Commission #07440844

John H. Schnarr, Co-Trustee

John H. Schnarr, Co-Trustee

STATE OF Illinois
County of Carroll

On this July 28, 2010, before me personally appeared John H. Schnarr, co-trustee of the Audrey M. Schnarr 1991 Trust, dated March 1, 1991

to me known to be the person or person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, as the party or parties of the First Part.

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.

OFFICIAL SEAL
MARLIS M. KAPFENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-22-2010

Notary Public Marlis M. Kapfenstein
11-22-10

OFFICIAL SEAL
MARLIS M. KAPFENSTEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-22-2010

Real Estate Information

Printable Version

16941 MANCHESTER RD, GROVER, MO 63040

Ownership and Legal Information: 24V530551 - 2015

Locator No.	Tax Year	Tax District	City Code	Site Code	Destination Code
24V530551	2015	110WE	107	1626	

Owner's Name:	Butler Robert H Trustee		
Taxing Address:	16941 Manchester Rd Grover, MO 63040		
Care-Of Name:			
Mailing Address:	405 Steeple Ln Chesterfield, MO 63005		
Subdivision Book - Page:			
Assessor's Book - Page:	10 - 0911		
City Name:	Wildwood		
Subdivision Name:			
Legal Description:	Section 1-44-3 Loc 312.94 Ft West Of Intersection Important: This is a brief legal description and is not meant for use in recorded legal documents.		
Lot Number:		Block Number:	
Lot Dimensions:	0104 / IRR -0430 / 0421	Total Acres:	1.00
Tax Code - Description:	A - Taxable	Land Use Code:	110
Deed Document Number:		Deed Type:	
Deed Book and Page:	Book: 19044 Page: 850	Trash District:	Not Applicable
Deed Index List:	View Deed Index Information Recorded With Locator Number 24V530551		
School District:	Rockwood	County Council District:	7

Assessment Information: 24V530551 - All Available Years

	Year	Property Class	Appraised Values Land	Improv.	Total	%	Assessed Values Land	Improv.	Total
-	2015	Residential:	60,000	83,900	143,900	19%	11,400	15,940	27,340
		Agriculture:				12%			
		Commercial:				32%			
		Total:	60,000	83,900	143,900		11,400	15,940	27,340
-	2014	Residential:	34,700	132,300	167,000	19%	6,590	25,140	31,730
		Agriculture:				12%			
		Commercial:				32%			
		Total:	34,700	132,300	167,000		6,590	25,140	31,730
+	2013	Total:	34,700	132,300	167,000		6,590	25,140	31,730
+	2012	Total:	34,700	113,300	148,000		6,590	21,530	28,120
+	2011	Total:	34,700	113,300	148,000		6,590	21,530	28,120
+	2010	Total:	21,200	112,700	133,900		4,030	21,410	25,440

Dwelling Information: 24V530551 - 2015 - Card 1

Locator Number	Tax Year	Card Number	Total Living Units
24V530551	2015	1	1

Stories:	1	External Wall Type:	Frame
Style:	Bungalow	Year Built:	1929
Effective Year:		Remodeled Year:	
Rooms (total):	6	Bedrooms (total):	3
Full / Half Baths (total):	1 / 0	Fixtures (total):	5
Remodeled Kitchen:		Remodeled Bath:	
Basement:	Full	Heat:	Central With AC
Basement Garage:	Yes - 1 Car Garage		
Fuel Type:	Gas	Heat System Type:	Warm Air
Attic:	Full Finished With Wall Height	Interior / Exterior Condition:	Same
Recreation Room Area:		Finished Basement Area	
Wood Fireplaces / Stacks:	1 / 1	Metal Fire Places (total)	
Ground Floor Area:	1,192 ft^2	Total Living Area:	1,848 ft^2
Grade:	C	C.D.U. Code - Name:	AV - Average

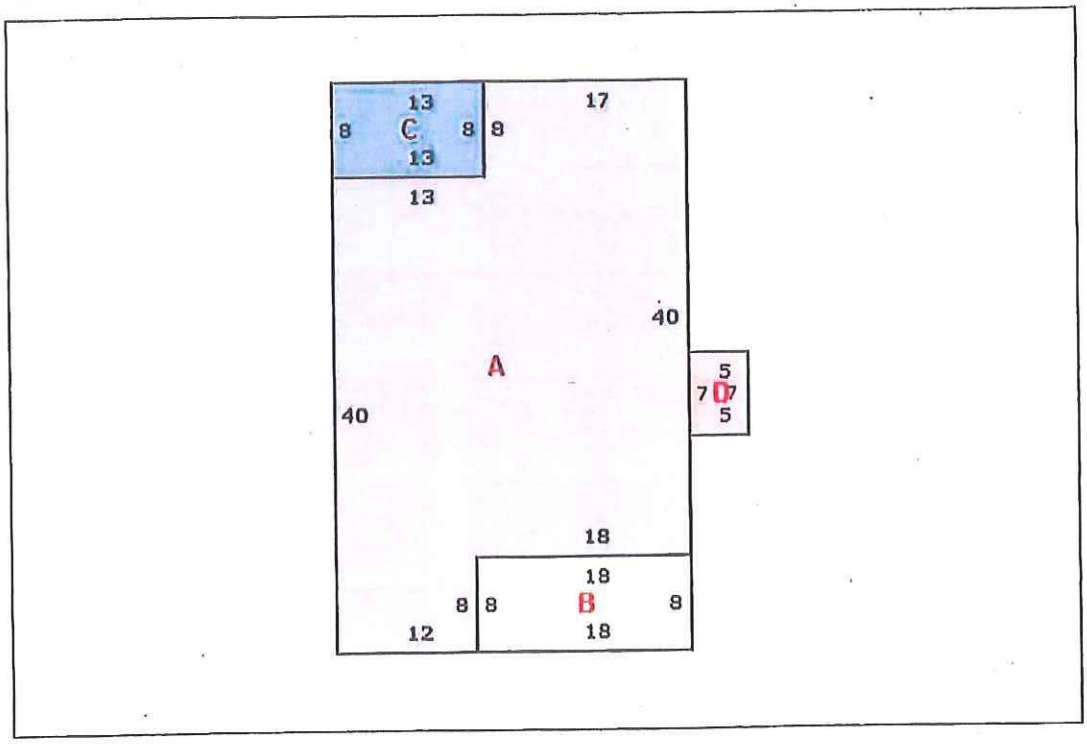
Sales Information: 24V530551 - All Available Years

Sale Date	Sale Price	Sale Type	Sale Validity Code - Name	Book - Page
08/04/2010	$170,000	Land And Building	X - Valid Sale	19044 - 850

Other Buildings and Yard Information: 24V530551 - 2015

Description	Year Built	Units	Total Area	Grade	Condition
Con Paving	1929	1	10 x 12 = 120 ft²	D	Fair
Frame Utility Shed	1929	1	10 x 10 = 100 ft²	D	Fair
Frame Utility Shed	1929	1	16 x 10 = 160 ft²	D	Fair

Property Sketch Image: 24V530551 - 2015 - Card 1



Property Sketch Information: 24V530551 - 2015 - Card 1

Key	Area	Description	Floor
A	1,192 ft²	**Main Dwelling -** Frame **Stories -** 1 **Basement -** Full	
B	144 ft²	Open Frame Porch	First
C	104 ft²	Enclosed Frame Porch	First
D	35 ft²	Open Frame Porch	First
		Total Living Area - 1,848 ft²	

Listed below are all the available online documents for this parcel.

Documents: 24V530551 - All Available Years

Tax Year	Document Title	Date	View
2015	Change Of Assessment Notice - Front	06/26/2015	View
2015	Change Of Assessment Notice - Back	06/26/2015	View

2015	Projected Tax Liability Notice - Back	06/26/2015	View
2015	Projected Tax Liability Notice - Front	06/26/2015	View
2013	Change Of Assessment Notice - Front	05/29/2013	View
2013	Change Of Assessment Notice - Back	05/29/2013	View
2013	Value Change Letter	05/21/2013	View
2013	Projected Tax Liability Notice - Back	05/29/2013	View
2013	Projected Tax Liability Notice - Front	05/29/2013	View
2011	Change Of Assessment Notice - Front	05/13/2011	View
2011	Change Of Assessment Notice - Back	05/13/2011	View
2011	Projected Tax Liability Notice - Back	05/13/2011	View
2011	Projected Tax Liability Notice - Front	05/13/2011	View

Information on this page is current as of Monday, August 17, 2015.

City of Wildwood Historic Building Survey 2014-15

16941 MANCHESTER RD

Locator# 24V530551

Town or village: Grover location:

Ownership Information (2014):
BUTLER ROBERT H TRUSTEE
405 STEEPLE LN
CHESTERFIEL MO 63005

Date: 1929

Historic Name: Schnarr, John and Ida, House (se
Other Name:

Architect: unknown
Builder: unknown

Style: Craftsman
Vernacular Type: Bungalow

Stories: 1.5
Structure: Frame
Wall material: vinyl or aluminum
Roof Shape: Side Gable
Roof Material: Composition Shingle
Foundation: Concrete

Historic Use: Residential: Single dwelling

Integrity: Good to Fair

Condition: Excellent

Ancillary Bldgs: 0

Environment/Outbuildings:
There are no outbuildings on this level town lot.

Description:
This bungaloid house has a side gabled roof with an inset front porch at the right two bays of the façade. At the left bay is a triple set of 4/1 windows; the front door appears new, and the right bay has a pair of 4/1 windows. The corner post supporting the roof at the right end of the façade is squared and tapered wood. The porch appears to have a wood deck supported on concrete piers. The gabled dormer facing the street has a triple set of 3/1 windows. There is an exterior chimney in the left elevation just forward of the roof ridge. A bracketed hood faces east covering a door at grade in the right (east) elevation.

History/Significance:
Per the attached survey, John and Ida Schnarr built this house in 1929 and moved here from their previous home immediately to the west. It is an excellent example of a vernacular bungalow and is one of the most intact in the survey.

Sources:

Previous Survey/Historic Designation:
Pond & Grover survey, 1989

Photo date: 4/29/2014

Surveyed by: Lynn Josse, Preservation Research Office

Office of Historic Preservation, P.O. Box 176, Jefferson City, Missouri 65101

HISTORIC INVENTORY

1 No. 530076

2 County St. Louis

3 Location of Negatives 32908-14

4 Present Name(s) Second John E. Schnarr House

5 Other Name(s) 16941 or 16853 Manchester Road

6 Specific Location 1 acre Section 1, Township 44, Range 3, 313.06 ft. east of Eatherton Road

7 City or Town / If Rural, Township & Vicinity: Meramec Township, Grover

8 Site Plan with North Arrow

9 Coordinates Lat / Long / UTM

Site [ ] Building [X] Structure [ ] Object [ ]

11. On National Register? Yes [ ] No [X]

12. Is it Eligible? Yes [ ] No [ ]

13 Part of Estab Hist Dist.? Yes [ ] No [X]

14. District Potent'l? Yes [X] No [ ]

15 Name of Established District

16. Thematic Category

17 Date(s) or Period: constructed 1929

18. Style or Design: bungalow

19. Architect or Engineer

20. Contractor or Builder

21. Original Use, if apparent: residence

22 Present Use: residence

23 Ownership: Public [ ] Private [X]

24. Owner's Name & Address, if known: Harold & Audrey Schnarr, P.O. Box 7, Grover, MO 63040

25. Open to Public? Yes [ ] No [X]

26. Local Contact Person or Organization

27. Other Surveys in Which Included

28. No of Stories 1½

29. Basement? Yes [X] No [ ]

30. Foundation Material: concrete

31. Wall Construction: frame

32. Roof Type & Material: gable, comp.

33. No. of Bays: Front 3 Side 3

34. Wall Treatment: aluminum siding

35. Plan Shape: rectangular

36. Changes (Explain in #42): Addition [ ] Altered [ ] Moved [ ]

37. Condition: Interior ____ Exterior excellent

38. Preservation Underway? Yes [ ] No [X]

39. Endangered? By What? Yes [ ] No [X]

40. Visible from Public Road? Yes [X] No [ ]

41. Distance from and Frontage on Road: /104'

42. Further Description of Important Features: The typical bungalow style of this house is modified by the left side of the porch being enclosed, apparently as part of the original construction of the house. A triple window fills this facade, with paired windows on the side and to the right of the door. All have four vertical panes over one. Above the door is a broad gabled dormer with three windows. A brick chimney stands on the west side of the house to the front of the roof ridge.

Photo

43 History and Significance: John Edward and Ida Schnarr, who had bought the lot to the west in 1916 (now 16943 Manchester Road), bought this additional acre from Gustave and Lulu Goedeke of Franklin County in 1920. They built this house in 1929 to accomodate a growing family and rented the older house for several years. Ida Schnarr died a widow in 1964 at the age of 73, leaving this property to her son J. Harold Schnarr and her grandson Ronald L. Pfeiffer. Pfeiffer sold his interest to Harold and his wife Audrey in 1965.

44 Description of Environment and Outbuildings

Sources of Information

St. Louis County Recorder of Deeds, Book 380, p. 298; 474, 144; 5643, 566.

St. Louis County Probate Court, #34622.

Interview with Audrey Schnarr

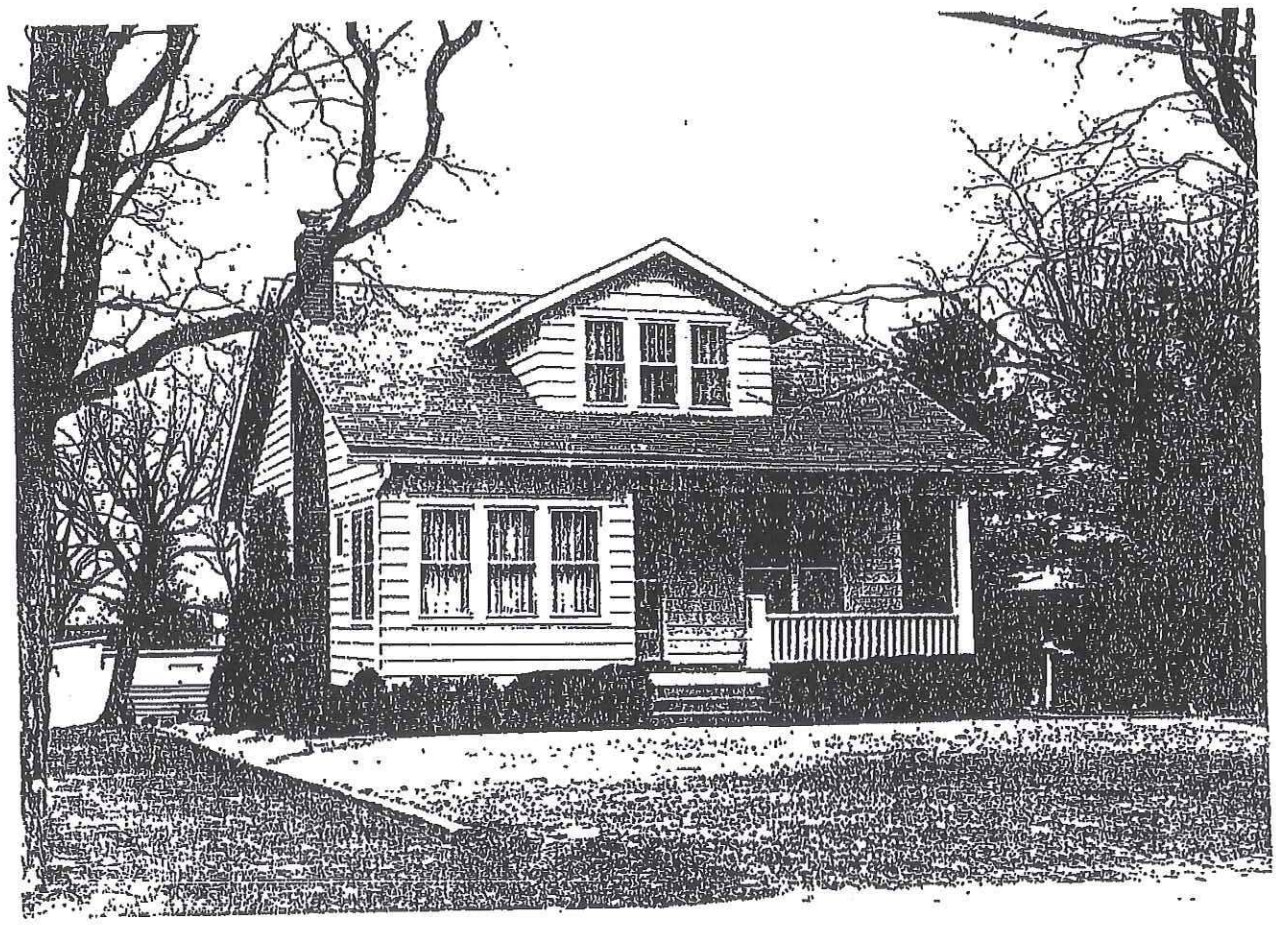
46. Prepared by: E. Hamilton

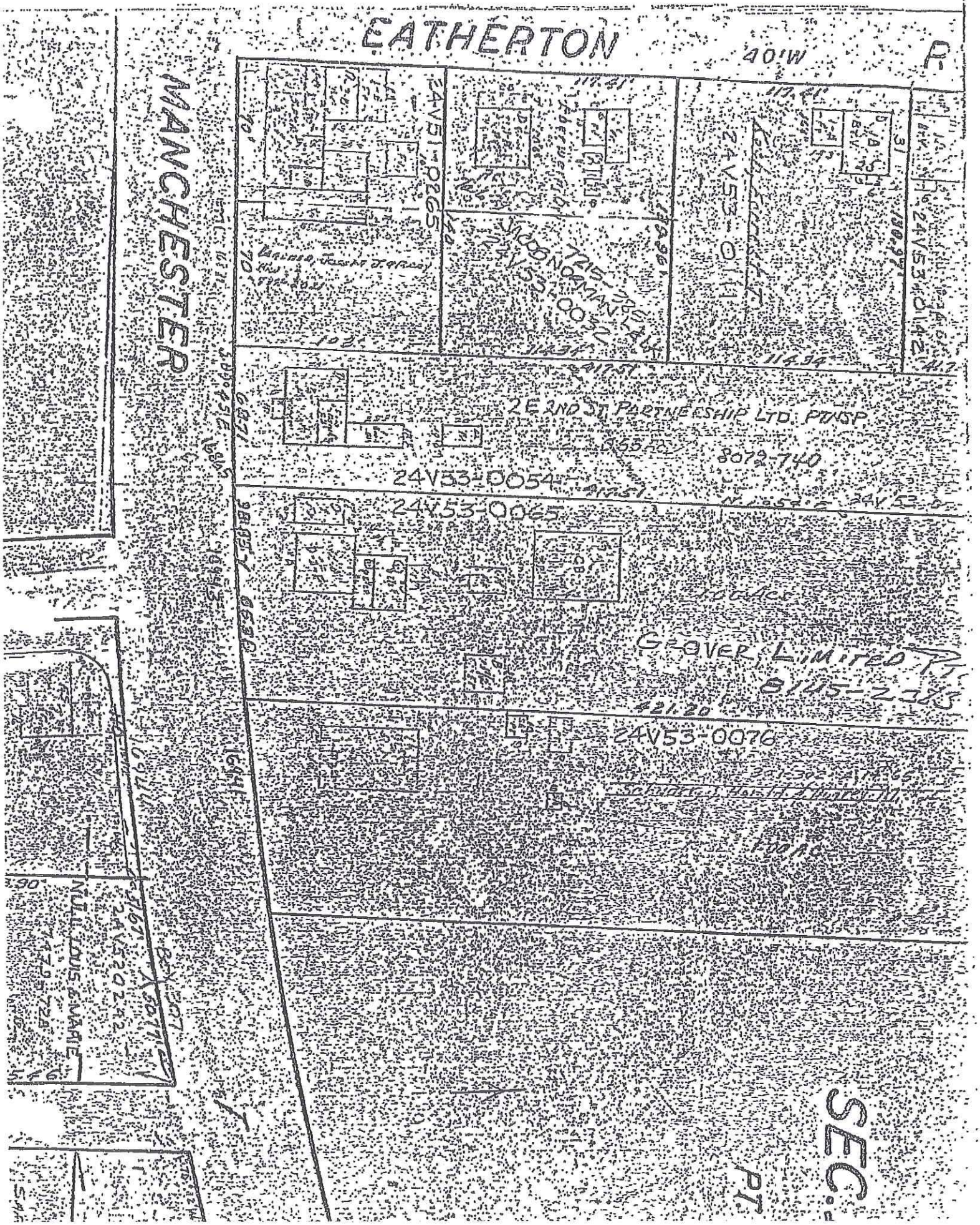
47. Organization: St. Louis County Parks

48. Date / 49 Revision Date(s)

4 Present Name(s): Second John E. Schnarr House

5 Other Name(s): 16941 or 16853 Manchester Road





EATHERTON
40'W
MANCHESTER
24V53-0265
24V53-0011
24V53-0032
7215-785
24V53-0054
24V53-0065
2E 2ND ST PARTNERSHIP LTD. PTNSP
8072-740
GROVER LIMITED PT
8145-2383
24V53-0076
NULL LOUIS & MARIE
SEC.
PT.

City of Wildwood Historic Building Survey 2014-15

16941 MANCHESTER RD

Locator#24V530551

Town or village: Grover

Ownership information (2014):
BUTLER ROBERT H TRUSTEE
405 STEEPLE LN
CHESTERFIEL MO 63005

Date: 1929
Historic Name: Schnarr, John and Ida, House (second)
Other Name:

Architect: unknown
Builder:

Style: Craftsman
Vernacular Type: Bungalow

Historic Use/sub-use: Residential / Single dwelling

Integrity: Good to Fair
Condition: Excellent

No. Stories: 1.5
Structural system: Frame
Wall material: vinyl or aluminum

Roof Shape: Side Gable
Roof Material: Composition Shingle
Foundation: Concrete

Ancil. Bigs: 0
Environment/Outbuildings:

Description:
This bungaloid house has a side gabled roof with an inset front porch at the right two bays of the façade. At the left bay is a triple set of 4/1 windows; the front door appears new, and the right bay has a pair of 4/1 windows. The corner post supporting the roof at the right end of the façade is squared and tapered wood. The porch appears to have a wood deck supported on concrete piers. The gabled dormer facing the street has a triple set of 3/1 windows. There is an exterior chimney in the left elevation just forward of the roof ridge. A bracketed hood faces east covering a door at grade in the right (east) elevation.

History/Significance
Per the attached survey, John and Ida Schnarr built this house in 1929 and moved here from their previous home immediately to the west. It is an excellent example of a vernacular bungalow and is one of the most intact in the survey.

Sources:

Previous Survey/Historic Designation:
Pond & Grover survey, 1989

Photo date: 4/29/2014

Surveyed by: Lynn Josse, Preservation Research Office

BILL #2117 **ORDINANCE #2117**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AN AMENDMENT TO EXISTING C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #2017, WHICH GOVERNS THE REUSE OF A HISTORIC BUILDING FOR FUTURE OFFICE ACTIVITIES AND RELATED USES, BY ALLOWING A TWELVE (12) MONTH EXTENSION OF TIME FOR THE SUBMITTAL AND ACTION UPON THE SITE DEVELOPMENT PLAN, ALL IN KEEPING WITH THE PLANNING AND ZONING COMMISSION'S LETTER OF RECOMMENDATION BEING DATED JUNE 15, 2015. (Ward Eight)

WHEREAS, the owner of this property sought a change in its zoning district designation to allow for it to be used for a business – Butler Security, which is currently housed in a nearby office building on Manchester Road, two (2) properties removed from the current petitioned site; and

WHEREAS, the past use of this building had been for a single family dwelling, but is located along Manchester Road, a major arterial roadway in Wildwood, and designated by the Town Center's Regulating Plan as 'Workplace' District, a commercial designation consistent with many of the other land uses in its vicinity; and

WHEREAS, the house, now requested to be an office building, had been determined to be historically significant and worthy of preservation, which was also a condition associated with its rezoning and one (1) of the main rationales for the City Council's support of the rezoning of the property from a residential category to the C-8 Planned Commercial District; and

WHEREAS, the property's zoning district classification was changed by the City, after the Planning and Zoning Commission had held a hearing on the matter, along with completing its Letter of Recommendation, which was received by the City Council on July 13, 2015 and supported by it as well; and

WHEREAS, with the adoption of the C-8 Planned Commercial District by the City Council, a number of conditions were placed on the property relative to its increased use and these included roadway improvements, parking area additions, and extension of certain utilities to serve the site; and

WHEREAS, one (1) additional condition that was developed and included in the site-specific ordinance for this Town Center site was the requirement for the submittal of Site Development Plan (SDP) to the Planning and Zoning Commission for its review and action within one (1) year of the City Council's approval of the project's legislation; and

WHEREAS, the submittal of the Site Development Plan (SDP) has occurred, but additional time was needed to complete the process, so the one (1) year timeframe could not be met, which led to the request for an extension of time in this regard; and

WHEREAS, the Planning and Zoning Commission considered this request at its June 15, 2015 meeting and agreed to allow for an additional one (1) year of time for this plan process to be completed, given the appropriateness of the project for this area; and

WHEREAS, the City Council held a public hearing on this matter at its meeting on July 13, 2015, where it accepted comments on the Planning and Zoning Commission's recommendation on this proposal and, with its conclusion, authorized the preparation of legislation to accommodate this change to the governing ordinance for this location; and

WHEREAS, with this legislation, the petitioner would have to June 23, 2016 to complete the Site Development Plan (SDP) process with the City's Planning and Zoning Commission; and

WHEREAS, the City of Wildwood, on September 1, 1995 and now thereafter, has adopted regulations, laws, and requirements relating to development and use of land located within its boundaries, which are intended to protect the public's health, safety, and general welfare.

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

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby amended by approving changes to existing C-8 Planned Commercial District Ordinance #2017 (Town Center Workplace District) regulations, which are set forth therein for the following described tract of land:

A tract of land in the Southeast ¼ of the Southwest ¼ of Section 1, Township 44 North, Range 3 East in St. Louis County, Missouri and described as: Beginning at a point in the North line of Manchester Road, being the Southeast corner of a tract of land conveyed to John Edward Schnarr and wife, by deed recorded in Book 380 page 298, thence along the East line of property so conveyed to Schnarr, aforesaid, North 1 degree 54 minutes East 421.20 feet to the Northeast corner of said Schnarr tract, thence North 84 degrees 7 minutes East 37.81 feet to a point, thence North 76 degrees 29 minutes East 67.71 feet to a point, thence South and parallel to the East line of property conveyed to Schnarr by deed recorded in Book 380 page 298, South 1 degree 54 minutes East 430.22 feet to the North line of Manchester Road, and thence along the North line of Manchester Road, South 84 degrees 7 minutes West 103.68 feet to the place of beginning.

Section Two: The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated June 15, 2015 which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. **PERMITTED USES**

The uses permitted in this C-8 Planned Commercial District (Town Center Workplace District) shall be limited to all general and professional office uses as defined in the Town Center Plan (as amended March 1, 2010), with associated parking. No medical or dental uses shall be authorized within the confines of this C-8 Planned Commercial District.

2. **FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS**

a. The uses permitted in this C-8 Planned Commercial District shall be contained in one (1) building and the useable space for the permitted use shall not exceed one thousand eight hundred fifty (1,850) square feet in gross floor area. Given the age of this building and its unique architecture for this area, it may not be demolished, unless the required permit for such action is supported by no less than a super-majority of the City Council members.

b. No new structure or building shall exceed two (2) stories in height, as measured from final finish grade and the adjoining street elevation.

c. The area of this C-8 Planned Commercial District shall be a minimum of 43,562 square feet in overall size, excepting any public land dedications, which might reduce its size.

d. The proposed architectural design, character, and style of all new buildings and any expansions constituting the addition of more than one-half (1/2) of the permitted useable space (925 square feet) shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan. Consideration and action relative to the required design shall be by the Architectural Review Board. Minimally, all

buildings shall maintain a consistent theme throughout the boundaries of this C-8 Planned Commercial District in terms of material, color, and style.

3. **SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

Within ~~twelve (12)~~ twenty-four (24) months of the date of approval of the preliminary development plan by the City Council and prior to any site disturbance, the developer shall submit to the Planning and Zoning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning and Zoning Commission. The Site Development Plan shall include, but not be limited to, the following:

a. Outboundary and legal description of the property.
b. Location map of generalized nature, north arrow, and plan scale.
c. Location and size of all proposed structures, including canopies, arcades, business signage, and any garden or retaining walls.
d. Location and size of all parking areas and corresponding parking calculations.
e. Existing and proposed contours at two (2) foot intervals.
f. Roadways and driveways on and adjacent to the property in question including required right-of-way dedication, pavement widening, and cross access easement areas.
g. The design, location, and size of all proposed lighting, fences, and trash areas.
h. A landscape plan including, but not limited to, the location, size, and general type of all plant and other materials to be used. (See Landscape Requirements Section of this Ordinance).
i. The approximate location of all stormwater and sanitary sewer facilities.
j. Parking and structure setbacks from adjacent property lines.
k. Location of all existing and proposed easements.
l. Location and method of protecting existing tree stands to be preserved.
m. A description of the area's (all surrounding properties within four hundred (400) feet of the subject site) infrastructure and site improvements of a general nature. Principally, building locations on individual properties, curb cuts, and driveway locations along the right-of-way, as well as other natural and man-made features must be shown.
n. All other information not mentioned above, but required on a preliminary plat in accord with Chapter 415.060 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

a. Any new building or structure, excluding boundary, garden and/or retaining walls, or fences, shall adhere to the setbacks therein established by the City of Wildwood's Town Center Neighborhood Design Standards for the 'Workplace' District. Any expansion of an existing structure or building shall comply with these build-to requirements as well.

Parking Setbacks

b. All parking stalls, loading spaces, internal drives or roadways, excluding points of ingress and egress, shall adhere to the City of Wildwood's Town Center Neighborhood Design Standards for the 'Workplace' District.

Minimum Parking Requirements

c. Minimum parking requirements shall be set forth in the City of Wildwood's Town Center Neighborhood Design Standards for the 'Workplace' District and Chapter 415.290 Parking Regulations of the City of Wildwood's Zoning Ordinance. All parking spaces and access drives shall be paved.

Access and Roadway Improvements, Including Sidewalks

d. Improvements to Manchester Road shall conform to the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and be as directed and approved by the Department of Public Works. These improvements shall only be required for one-half (1/2) of the right-of-way along petitioner's frontage. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Manchester Road and be approved by the Department of Public Works. In lieu of the installation of roadway improvements, as required by the Town Center Plan for Manchester Road, the owner may submit an escrow in the amount determined sufficient by the Department of Public Works to meet the costs associated with its future installation by others.

e. Access to this development from Manchester Road shall be limited to two (2) commercial entrances/exits designed in accordance with the City of Wildwood's Street Specifications of the Town Center and as directed by the Department of Public Works. The easternmost commercial entrance shall be the access point into the property, while the westernmost commercial entrance shall be the exit from the property, both of which being served by a one (1) way drive aisle.

f. Provide a sidewalk conforming to City of Wildwood ADA standards along Manchester Road as directed by the Department of Public Works. Said walk shall conform to the City of Wildwood's Street Specifications of the Town Center Plan. In lieu of the installation of the sidewalk, as required by the Town Center Plan for Manchester Road, the owner may submit an escrow in the amount determined sufficient by the Department of Public Works to meet the costs associated with its future installation by others.

Miscellaneous Roadway Requirements

g. Provide a cross access easement and temporary slope construction license, or other appropriate legal instrument or agreement guaranteeing permanent access between this site and the adjoining property to the west, as directed by the Departments of Planning and Public Works.

h. Installation of identification signage and landscaping shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to installation.

i. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements. All utilities within the district and on rights-of-way otherwise constructed pursuant to this authorization shall be installed and placed underground in locations as approved by the Director of Public Works.

Landscape Requirements – Specific

j. Building and parking setbacks shall be landscaped in accord with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual. The frontage area, where the parking spaces are shown, shall be landscaped and planted in accord with this same code.

k. All stormwater facilities, if installed, shall be appropriately landscaped and comply with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual. Wetlands plantings must be used at appropriate locations within the basins themselves as directed by the Department of Public Works.

l. All new landscaping materials shall meet the following criteria: Deciduous Trees – three (3) inch minimum caliper; Evergreen Trees – Eight (8) feet minimum height; and Shrubs- twenty-four (24) inch minimum height.

Lighting Requirements

m. Light standards shall not exceed sixteen (16) feet in height. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the provisions of the City of Wildwood's Zoning Code Chapter 415.450 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission on the Site Development Plan shall approve the location of all light standards and their design and appearance.

Sign Regulations

n. All signage shall be in accord with requirements of the City of Wildwood's Town Center Architectural Guidelines, subject to the following:

1. All wall signs shall comply with the Chapter 415.420 Sign Regulations for the C-1 Neighborhood Business District, except all signage shall be externally illuminated according to the Town Center Plan's Architectural Guidelines.
2. No advertising, temporary, or portable signs shall be authorized in this C-8 District development. No other signs shall be authorized, except as may comply with the C-1 Neighborhood Business District Regulations of the City of Wildwood Zoning Code and the Town Center Plan's Architectural Guidelines.

Miscellaneous Conditions

o. All trash areas shall be enclosed with a six (6) foot high sight-proof wall (with gate) and be appropriately landscaped around its perimeter, if applicable. The Planning and Zoning Commission on the Site Development Plan shall approve the location and design of the enclosure. The design of this enclosure shall reflect the appearance, character, and style, in terms of its color, material, and composition, of the approved architecture of the main building.

o. Handicap parking and access requirements shall comply with Section 512.4 of the City of Wildwood Building Code.

q. No rooftop mechanical equipment shall be allowed within this C-8 Planned Commercial District.

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

s. The owner or developer shall be required to obtain public sanitary sewer service from the Metropolitan St. Louis Sewer District (MSD) for the treatment of wastewater effluent from this site, prior to occupancy of the building and property.

t. The petitioner/owner, within one (1) year of the approval of this zoning district designation change upon the property, must submit an application to place the building onto the City's Historic Registry. If the building is determined to be suitable for said listing on the City's registry by the Historic Preservation Commission (HPC), the owner shall agree to its placement thereon. Removal from the registry of this building shall follow the requirements set forth in Chapter 440 Historic Preservation and Restoration Code of the City of Wildwood's Municipal Code thereafter.

5. TRAFFIC GENERATION ASSESSMENT

The developer shall contribute to the East Area Corridor Traffic Generation Assessment Road Trust Fund established by Chapter 140 of the City's Codified Ordinances. This contribution shall not exceed an amount established by multiplying the new parking spaces by the following rate schedule.

Type of Development	Required Contribution
General Office	$644.74/Parking Space
Professional Office	$644.74/Parking Space
Loading Space	$3,165.27/Loading Space

(Parking space as required by Chapter 415.280 of the City of Wildwood Zoning Ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Department of Planning.

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

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

5. **VERIFICATION PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN**

Prior to the approval of the Site Development Plan, the petitioner shall:

Stormwater

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

   1. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and Metropolitan St. Louis Sewer District Standards.
   2. All stormwater shall be discharged at an adequate natural discharge point.
   3. Detention or differential runoff of stormwater is at the discretion of Metropolitan St. Louis Sewer District. If required by Metropolitan St. Louis Sewer District and the Department of Public Works, it shall be provided in permanent detention facilities, such as: dry reservoirs, ponds, or another acceptable alternative. The detention facilities shall be completed and in operation prior to paving of any driveways or parking areas.

Geotechnical Report

b. Provide a Geotechnical Report covering development and grading required by improvements involved with this site, as directed by the Department of Public Works. Said report shall verify the adaptability of grading and improvements with soil and geologic conditions, which are susceptible to rapid erosion, landslide, and/or creep. A statement of compliance with this study, signed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. The development and construction plans shall be designed to conform to the requirements and conditions of the Geotechnical Report. This requirement will only be required, if a new building is constructed on the subject property.

6. **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.

7. **VERIFICATION PRIOR TO BUILDING PERMITS**

Subsequent to approval of a Site Development Plan, and prior to issuance of any building permit, the following requirements shall be met:

Landscape Bonds or Escrows

a. If the estimated cost of new landscaping required by the Planning and Zoning Commission on the Site Development Plan exceeds one thousand ($1,000) dollars, as determined by a plant nursery, the

petitioner shall furnish a two (2) year deposit bond or escrow sufficient in amount to guarantee the installation and maintenance of said landscaping in a form determined by the Director of Planning.

Notification of Public Works

b. Prior to issuance of foundation or building permits, all approvals from the Department of Public Works, the Missouri Department of Natural Resources, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

Traffic Generation Assessment Contribution

c. Traffic generation assessment contribution shall be deposited with the City of Wildwood in the form of a cash escrow prior to the issuance of building permits.

Certification of Plans

d. Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. This requirement will only be required if a new building is constructed on the subject property.

8. VERIFICATION PRIOR TO OCCUPANCY PERMITS

Subsequent to approval of a Site Development Plan, and prior to issuance of any occupancy permits, the following requirements shall be met:

Roadway Improvements

a. Road improvements shall be completed, or the appropriate escrow established, prior to the issuance of an occupancy permit, unless otherwise noted in this ordinance. As previously noted, delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

9. GENERAL DEVELOPMENT CONDITIONS

a. A grading permit is required prior to any grading on the site. No change in watersheds shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required.

b. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

c. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.

d. Failure to comply with any or all of the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

e. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the City of Wildwood Planning and Zoning Commission.

f. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this C-8 Planned Commercial District Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulations of the City whether by implication or reference.

g. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this C-8 Planned Commercial District ordinance, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

11. PUBLIC SPACE REQUIREMENTS

a. Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 and 415.270 of the City of Wildwood's Zoning Ordinance. The City Council accepts the findings of the Public Space Study adopted therein and determines the compliance with the Public Space Ordinance provisions will address the impact of this specific development on public space needs in a manner and amount that is equal to less than an amount that is roughly proportional to the actual or anticipated impact. The installation of required public space improvements shall be as required by the applicable ordinances, but shall be completed prior to issuance of any occupancy (temporary or final) permit for the main building 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 new parking spaces provided in conjunction with any permitted use, shall be at a rate of two hundred ninety point four (290.4) square feet per parking space.

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 10 day of August, 2015 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

Presiding Officer

Timothy Woerther, Mayor

ATTEST:

City Clerk

City Clerk

BILL #1693 **ORDINANCE #1693**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE PLACEMENT OF A ONE (1) ACRE PROPERTY AND THE BUNGALOW LOCATED UPON IT, WHICH IS KNOWN AS THE ANNE RICKARD HOUSE, ON THE WILDWOOD HISTORIC REGISTRY, THEREBY SETTING FORTH PARAMETERS FOR ITS PRESERVATION AND POTENTIAL REUSE. (Ward Eight)

WHEREAS, the petitioner, who is the owner under contract of the subject lot and two (2) other properties adjacent to it, is requesting the site and building be placed on the City's Historic Registry to facilitate their future use for a new business activity; and

WHEREAS, the building located on this lot is a traditional bungalow that was constructed in the early 1930's by Annie Rickard in an area of Grover that has traditionally been the hub of commerce, since the 1850's; and

WHEREAS, this property, which is approximately one (1) acre in size, is also located along Historic Route 66 – the Mother Road – which has been a major transportation corridor from the 1830's, when the Missouri Legislature authorized funding for its construction at that time; and

WHEREAS, this bungalow was first identified as having historic significance by the historian for the St. Louis County Department of Parks and Recreation in 1988, as part of the Pond-Grover Community Area Study; and

WHEREAS, the Historic Preservation Commission conducted a public hearing on this matter at its September 23, 2009 meeting, where it heard testimony on the request from the petitioner about the bungalow, the property, and her plans to convert this residential lot into a garden center similar to the facility she owns and operates in the City of Kirkwood, with plans to use the bungalow as part of this business; and

WHEREAS, with the property located in the City's Town Center Area, the use is currently permitted by the 'Neighborhood Center' designation, but the petitioner is seeking the placement of the one (1) acre site and building on the registry to obtain potential incentives relating to the Traffic Generation Assessment Fee and a waiver to the requirement to construct the streetscape on Manchester Road; and

WHEREAS, with the conclusion of the public hearing, the Department of Planning prepared a report, including its recommendation on the matter, and presented it to the Historic Preservation Commission for their consideration and action; and

WHEREAS, the Historic Preservation Commission reviewed the Department's favorable recommendation for the placement of the property and building on the City's Historic Registry, along with granting the requested incentives to the Traffic Generation Assessment Fee and the streetscape requirements of the Town Center, and supported it, given a number of reasons set forth therein; and

WHEREAS, these reasons include the following: the requirements of the City's Historic Preservation Ordinance are met by this dwelling and property; the preservation of the bungalow will guarantee its retention and improve the area where it is located; the approval of this request for this building and property's placement on the City's Historic Registry is further evidence of the growing support and importance these types of preservation activities hold in Wildwood; the inclusion of this asset onto the registry benefits all parties; the property has been identified by the City's Master Plan as having historic significance since 1996; and the offering of incentives allows the City to demand a higher standard for this development in terms of its design, architecture, and function; and

WHEREAS, with the Historic Preservation Commission's unanimous support, a Letter of Recommendation was prepared for forwarding to the City Council for its consideration, which was scheduled to occur at a public hearing before it on January 11, 2010; and

WHEREAS, the City Council did conduct a public hearing on this item and heard presentations from the Department of Planning and the petitioner on the matter and sought details relating to the proposed reuse of the bungalow and property and the costs associated with the incentives, which would exceed some eighty thousand dollars ($80,000.00) and, after deliberation, agreed to allow the preparation of legislation to place this property and building on the City's Historic Registry for the reasons noted in the Historic Preservation Commission's Letter of Recommendation issued on this request; and

WHEREAS, this action is consistent with the requirements of Chapter 440 -Historic Preservation Commission of the City of Wildwood Municipal Code – that relates to the consideration of requests for the registry and the offering of incentives and has also been determined by the City Council to be an appropriate exercise of its authority to benefit the public's health, safety, and welfare.

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

Section One. The City Council of the City of Wildwood, Missouri hereby determines that, based upon the information and recommendation provided to it by the Historic Preservation Commission, said property and bungalow identified as being located on 17011 Manchester Road (St. Louis County Locator Number 24V510715), is appropriate for placement on the City's Historic Registry, since this parcel of ground has been determined to be historically significant in nature due to the following considerations: (1.) its character, interest or value is part of the development, heritage, or cultural characteristics of the community, County, State or country; (2.) its overall setting is part of a collection of buildings, structures or objects where the overall collection forms a unit; (3.) it has the potential to be returned to an accurate historic appearance regardless of alterations or insensitive treatment that can be demonstrated to be reversible; (4.) it embodies distinguishing characteristics of an architectural type valuable for the study of period, type, method of construction or use of indigenous materials; and (5.) it is suitable for preservation or restoration.

Section Two. The City Council hereby adopts, for the purposes of this action, the Historic Preservation Commission's Letter of Recommendation on this matter, which establishes the parameters and rationales for the designating ordinance, under the requirements and regulations of Chapter 440.040 of the Wildwood Municipal Code – **Historic Preservation and Restoration Code**, *but hereby does not yet endorse the set of incentives also contained in this report that was acted upon by said body.*

Section Three. The City Council hereby directs the Department of Planning to complete the necessary steps to finalize the nomination process of this property onto the Historic Registry and make all notifications and modifications to the owners and City documents regarding the same.

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

This Bill was passed and approved this 8 day of February, 2010 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

Timothy Woerther, Mayor

ATTEST:

City Clerk

City Clerk

NEW BUSINESS AGENDA ITEM

CITY OF WILDWOOD

HISTORIC PRESERVATION COMMISSION

FINAL RECOMMENDATION REPORT for HISTORIC REGISTRY

October 28, 2009

"Planning Tomorrow Today"

Petition No.:	H.R. 3-09
Petitioners:	Ann Lapides, Sugar Creek Gardens
Request:	Add "Annie Rickard House" to the City's Historic Registry
Location:	17011 Manchester Road
Tract Size:	0.90 acres
Locator No.:	24V510715
Public Hearing Date:	September 23, 2009
Report:	Attachment A
Background Information, including photographs:	Attachment B
School District:	Rockwood
Fire District:	Metro West
Ward:	Eight
Date and Vote:	October 13, 2009 - 5 to 0 for approval
Date and Final Vote:	October 28, 2009 - 4 to 0 for approval

Background on the Annie Rickard House

The subject property is known as the "Annie Rickard House" and its name is reflective of Annie Rickard, who constructed the home around 1930. Ms. Rickard purchased the subject property from one (1) of her surviving parents, Caroline Paubel. The Paubel's purchased the subject lot and the surrounding 19.74 acres in 1912 from Louise Kemper and Isaac Fridley for $3,000. Caroline and Albert Paubel were married in 1877 and inhabited and farmed the land until their deaths. Albert Paubel died in 1923 and his wife, Caroline, died in 1942. At the time of Mrs. Caroline Paubel's death, all that was left of their 19.74 acres was a 4.6 acre tract of land, with a four (4) room, story-and-a-half house, a two-room outhouse, a chicken house, a wood shed, and an outdoor toilet, collectively valued at $1,500. This description does not match the present-day level of structures located on the property, which is now just the bungalow itself.

The Paubel's started selling off parcels of ground from their original 19.74 acres in 1919, mostly along Eatherton Road, then along Lindy Lane in 1927. In 1930, Mrs. Caroline Paubel sold the two-hundred (200) square foot lot at the northeast corner of Manchester Road and Lindy Lane to her daughter, Annie Rickard for $1,250. The present-day home was most likely built by Annie Rickard and is a typical bungalow associated with that era.

The approximately one (1) acre tract of land, where the single-family dwelling is situated, is a level site, with several mature trees located in the yard area to the west of the dwelling. The dwelling has a rectangular shape, with a concrete block foundation, and is approximately 1,060 square feet in overall area (per St. Louis County Records). The seventy-nine (79) year old home was originally made from clapboard material, but has since been replaced with vinyl siding. The dwelling also has an obelisk-like porch (with posts) on red brick pedestals that highlight the 3-over-1 windows. A brick chimney is also located on the eastern side of the dwelling. Along Manchester Road, the property is served by a single access point/driveway from this City-maintained roadway.

Manchester Road itself has a lengthy history as one (1) of the first State roadways commissioned by the Missouri Legislature for access from the City of St. Louis to the capital in Jefferson City. This roadway was first commissioned in approximately 1830 and has continuously been in use since that time. More recently, Manchester Road, during the 1930's, was designated as part of the original Route 66 corridor that stretches from Chicago, Illinois to Los Angeles, California, and the Pacific Ocean. During these glory years as part of the "Mother Road," many of the area's current buildings and structures were prominent landmarks along the route.

Current Request

The petitioner, Ann Lapides - Sugar Creek Gardens, is requesting the Commission's favorable consideration of her request to place this single-family dwelling and related property on the City's Historic Registry. The petitioner is proposing to utilize this property for a specialty garden center. The existing dwelling is proposed to be utilized as part of the operation and the petitioner plans on constructing additional buildings to complement the character of the existing historic structure. The petitioner is aware this property will need to be restored to accommodate the proposed use and is not seeking any type of land use change as an incentive, but is requesting waivers to the Traffic Generation Assessment Fee (approximately $36,230.00, based upon twenty-one (21) parking spaces shown on a Concept Plan submitted in support of this request) and the installation, or escrow of costs, for the Manchester Road streetscape improvements (the installation of vertical curb with a gutter, parallel parking lane, and sidewalk, including street trees, grates, lights, and pedestrian furniture). The cost of this level of public improvements along Manchester Road has been approximated at an amount of $45,504.00. The property has approximately two hundred (200) feet of frontage along Manchester Road, which is how the cost of Manchester Road Streetscape Requirements was calculated.

Thirteen (13) Criteria for Consideration of Building/Property

The City's Historic Preservation Ordinance establishes thirteen (13) items that are to be utilized in determining the appropriateness of a nomination under criteria created by the United States Department of Interior's National Park Service. Only one (1) of these thirteen (13) items must be met for favorable consideration of a requested nomination to the registry. In

the case of the Annie Rickard House, the Commission has determined that Items #1, #2, #3, #6, and #12 meet this required compliance.

1. **Its character, interest or value is part of the development, heritage, or cultural characteristics of the community, County, State or country;**
2. **Its overall setting is part of a collection of buildings, structures or objects where the overall collection forms a unit;**
3. **It has the potential to be returned to an accurate historic appearance regardless of alterations or insensitive treatment that can be demonstrated to be reversible;**
4. Its location is the site of a significant local, County, State or national event;
5. It is identified with a person or persons who significantly contributed to the development of the community, County, State or country;
6. **It embodies distinguishing characteristics of an architectural type valuable for the study of period, type, method of construction or use of indigenous materials;**
7. It is identified as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, State or country;
8. It embodies design, detailing, materials or craftsmanship that render it architecturally significant;
9. It embodies design that makes it structurally or architecturally innovative;
10. It has a unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community or City;
11. Its character is a particularly fine or unique example of a utilitarian structure including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;
12. **It is suitable for preservation or restoration;** and
13. It has potential to yield information important to history or prehistory.

Rationales for Support for this Registry Nomination:

In considering this action, the Historic Preservation Commission agrees the area is appropriate for consideration to the City's Historic Registry for a number of reasons. These reasons include the following:

1. The requirements of the City's Historic Preservation Ordinance are met by this dwelling and property;
2. The preservation of the bungalow will guarantee its retention and improve the area where it is located;
3. The approval of this request for this building and property's placement on the City's Historic Registry is further evidence of the growing support and importance these types of preservation activities hold in Wildwood;
4. The inclusion of this asset onto the registry benefits all parties;

5. The property has been identified by the City's Master Plan as having historic significance since 1996.
6. The offering of incentives allows the City to demand a higher standard for this development in terms of its design, architecture, and function.

Figure 1. - South Elevation

Figure 2. - North Elevation

Figure 3. - East Elevation

Figure 4. - West Elevation

Areas for Certificate of Appropriateness:

The Historic Preservation Commission is recommending multiple levels of review according to the relative importance of this historic building and property within the community, when designs, plans, and construction of new buildings/structures and improvements are proposed (not including any interior types). The levels of review include the following:

1. **Site Development Plan design and function, including but not limited to, placement of buildings, heights of buildings, location of parking, infrastructure levels and design, lighting, signage, and landscaping.**
2. **Architectural Elevations, including all materials, colors, massing, proportion, and character/design.**
3. **Construction Drawings (Improvement Plans).**
4. **Any and all alterations to approved plans and elevations.**

5. **Any and all modifications to constructed buildings, structures, infrastructure, and other improvements located within the boundaries of the designated historic area.**

With the asset's placement on the City's Historic Registry, and allowing the Commission's review authority to include all of the items referenced above, those activities requiring a Certificate of Appropriateness include:

1. Any construction, alteration or removal affecting the bungalow that requires a building permit from the City;
2. Any demolition, in whole or part, of the bungalow requiring a permit from the City;
3. Any construction, alteration, demolition or removal affecting a significant exterior architectural feature or appearance, as specified in the ordinance designating the historic asset; and
4. Any construction, alteration or removal involving earth-disturbing activities that might affect archeological resources; and
5. Any addition or modification to the site or its improvements altering its function and/or character.

Specific Items Initiating Review:

- ✓ Repairs or replacements to any improvement located upon the property, specifically any building, structure, parking lot, lighting, signage, etc.
- ✓ Painting of exterior of the buildings, structures, and other improvements
- ✓ Repair or replacement of exterior building materials
- ✓ Installation or removal of windows
- ✓ Installation, repair, or replacement of doors
- ✓ Structural modifications to building, structures, or other improvements
- ✓ Additions or modifications of a non-structural nature to any building, structure, or improvement
- ✓ Site modifications governed by the property's current zoning district designation, including, but not limited to, land disturbance, tree removal, erection of fences or other barriers, and landscaping.

Design Criteria to be applied to Certificate of Appropriateness Review Process:

In considering an application for a Certificate of Appropriateness under the requirements noted above, the Historic Preservation Commission shall be guided in principal by the Secretary of the Interior's standards as follows:

1. The use of the property shall be designed to require minimal change to the defining characteristics of structures, buildings, and environment.
2. The historic character of the building shall be retained and preserved. The use of inappropriate historic materials or alteration

of features and exterior spaces that have previously characterized the property shall be avoided.

3. Each building shall be recognized as a physical record of its time, place and use.
4. Most buildings change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize a historic period shall be applied to the new construction.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. Additions, exterior alterations, and new construction shall not destroy historic materials that characterize the area. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. Additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic area and its environment would be unimpaired. (Ordinance No. 547 §1, 8-9-99)

Standards for Review Process:

Design guidelines for applying the criteria for review of Certificate of Appropriateness shall, at minimum, consider the following architectural criteria:

1. *Height.* The height of any proposed alteration or construction should be compatible with the style and character of the historic building.
2. *Proportions of windows and doors.* The proportions and relationships between doors and windows should be compatible with the architectural style and character of the historic building.
3. *Relationship of building masses and spaces.* The setback and relationship of the historic building to the open space between it and adjoining structures should be compatible.
4. *Roof shape.* The design of roofs should be compatible with the architectural style and character of the historic building.
5. *Landscaping.* Landscaping should be compatible with the architectural character and appeal of the historic building.

6. *Scale.* The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding historic building.
7. *Directional expression.* Facades of historic buildings should blend with other structures with regard to directional expression. Historic properties should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a historic property after alteration, construction, or partial demolition should be compatible with its original architectural style and character.
8. *Architectural details.* Architectural details including materials, colors and textures should be treated so as to make a historic building compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a historic building.
9. *Signage.* The character of signs should be in keeping with the historic architectural character of a historic building. Character of a sign includes the number, size, area, location, type, (e.g., off-site advertising signs and on-site business signs), letter size or style, and intensity and type of illumination.
10. *Minimum maintenance.* Significant exterior architectural features should be kept in a condition of good repair and maintenance. All structural and mechanical systems should be maintained in a condition and state of repair that will prevent decay, deterioration or damage to significant architectural features or otherwise adversely affect the historic building. (Ordinance No. 547 §1, 8-9-99)

Incentive Proposal

The placement of this property and dwelling on the City's Historic Registry would be an appropriate action on the part of the community, given the information indicating the bungalow's relative significance from an architectural standpoint alone. This type of bungalow does not exist in many locations in west St. Louis County anymore, since they are often removed to obtain the land for more modern types of housing. Along with the value of the building, its retention would also provide a western anchor to the old development pattern centered in the Grover Area of Wildwood, at or near the intersection of Manchester Road and Eatherton Road. This building, along with the surrounding property, provides a very visible location to show its unique and simple architecture to travelers and others alike.

The Historic Preservation Commission is recommending a set of incentives for this project based upon the restoration opportunity that would preserve the bungalow located on the site. This restoration opportunity would add value to the area, maintain an accurate link to the past history of the Grover Area, and allow the bungalow to continue to serve a useful purpose to a larger community of users. The value of this project to the City is the petitioner is willing to provide a well-planned design that will add new buildings, structures, and plantings, all creating a unique and beautiful setting in the heart of Town Center. The intended result will allow for

Grover's revitalization, while again linking the design, materials, colors, improvements to the history of the area.

Based upon this information, the incentives the Historic Preservation Commission is recommending are as follows:

1. Endorse the waiver of the Traffic Generation Assessment Fees for the planned parking spaces to be constructed on the site to serve the new use.
2. Support the waiver of the streetscape improvements along Manchester Road (not, however, the Eatherton Road frontage, since those properties are vacant and not part of the Historic Registry request).

The Commission would note the property is already located in the City's Town Center and designated for this type of use under that planning document that has been established for it. As part of the Town Center Area, the applicant cannot use, nor needs, the Master Plan's 5th Land Use Category - Historic - for the purposes of this request. Although the property and building have been determined as being historically significant, the Town Center Plan's requirements retain precedence and would continue to apply here, which is the reason the streetscape waiver request has been filed by the petitioner. It is important to note, as part of the Commission's support of the waiver request, the petitioner's site is part of the City's planned Phase II Manchester Road Streetscape Improvement Project, and has already been programmed for completion by Wildwood, as part of its on-going Five (5) Year Capital Improvements Program, regardless of the timing associated with development proposals along its length.

These incentives are substantial, as mentioned earlier, but appropriate, if the project's design, layout, and details justify these allowances by maintaining this bungalow, as part of the past history of the area, providing educational opportunities for learning about it, and planning it by utilizing generally accepted principles for its future development, which, in this case, shall minimally include the following considerations and requirements:

1. All selected materials for existing and new buildings and structures shall complement the bungalow's previous clapboard siding, unless otherwise authorized by the Historic Preservation Commission and the Architectural Review Board.
2. All colors used on the bungalow or any new building or structure shall be appropriate for the historic period noted above (1930's).
3. All openings and glazing shall be of the period of time of the bungalow's original construction and meet the criteria to be considered as a restoration project, not a rehabilitation effort.
4. All building and structure alterations shall be approved by the Historic Preservation Commission and the City's Architectural Review Board for consistency with historic character of the area.
5. All buildings and structures shall maintain the current front building line currently established on the lot and be approved by the Historic Preservation Commission and the Planning and Zoning Commission, along with the placement of all parking to the rear or side of the

buildings, with adequate screening of these improvements, if visible from any street.

6. All public and private infrastructures shall provide a character that matches the design elements of the buildings and structures' planned architecture.
7. All lighting, landscaping, and signage shall be appropriate for the period of architecture, compliant to City codes, and consistent with the character of the area and surrounding residential homesites. For signage, all signs should be consistent with the types authorized in the City's Town Center Area in terms of sizes, lighting sources, and locations.
8. All utilities shall be placed underground and stormwater and sanitary sewer improvements must meet City of Wildwood, Metropolitan St. Louis Sewer District, and the Missouri Department of Natural Resources standards.
9. All applications submitted by the petitioner to the City shall meet all standards and requirements contained therein for reviews by the Planning and Zoning Commission and City Council.

With these considerations and requirements set forth, the Historic Preservation Commission is confident the project will meet the conditions of the Historic Preservation Ordinance and encourage the redevelopment of this property and the preservation of this historic bungalow. The Historic Preservation Commission is also confident the City's Master Plan and zoning processes will also deliver an appropriate and safe development to the Grover Area and the City of Wildwood.

Summary and Recommendation:

The Historic Preservation Commission has determined the subject building and property complies with the minimum level of items from the enabling legislation to be considered for its acceptance onto the City's Historic Registry and, with its addition, will allow for it to be developed and restored once again as an integral part of the Grover Community. The items triggering the Certificate of Appropriateness review by the Historic Preservation Commission are reasonable and allow for the protection of the building, property, and area. The petitioner, as part of the presentation seeking historic status, has noted they are requesting substantial incentives for placing this bungalow and property on the City's Registry. In conclusion, the Commission appreciates and supports the redevelopment of this property and the retention of the bungalow in the Grover Area in terms of an illustrative example of its history and the value of historic preservation as a way to enrich a community's character.

Respectfully submitted,
CITY OF WILDWOOD HISTORIC PRESERVATION COMMISSION

Lynne Martin, Chair

ATTEST:

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Daniel E. Dubruiel, City Administrator
Rob Golterman, City Attorney
Liz Montalbano, Planner

Figure 6. - Generalized Site Map

Editor's Note - Modifications to original report are indicated as follows: additions are shown as underlined, bolded and red type, with deletions by strike-through line.

BILL #2153 **ORDINANCE #2153**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH N. B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE MANCHESTER ROAD RESURFACING AND BIKE LANE IMPROVEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.

WHEREAS, the City of Wildwood has planned an improvement project for Manchester Road between Missouri Route 109 to Missouri Route 100 which will resurface the roadway as well as improve the shoulders for bikes, pedestrians, and vehicular traffic; and

WHEREAS, the City of Wildwood has entered into a federal funding agreement with the Missouri Highways and Transportation Commission which will reimburse the City for 80% of the project's construction cost, up to $960,000; and

WHEREAS, the Planning and Zoning Commission reviewed the project and approved the Site Development Plan; and

WHEREAS, the Department of Public Works, has completed engineering plans and specifications for the project, which led to a bidding process near the end of 2015; and

WHEREAS, the bidding process led to the submittal of four (4) bids by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

WHEREAS, one (1) of these bids was from N. B. West Contracting Company, whose bid amount of $1,341,147.27, was the lowest of the bids received; and

WHEREAS, the Administrative and Public Works Committee reviewed the bids, and recommended awarding a contract to N.B West to construct this project at a contract amount of $1,341,147.27; and

WHEREAS, because the bid amount for the project exceeded the project budget of $1,200,000 as approved by City Council for Fiscal Year 2016, the Department of Public Works will strive to reduce project costs and has identified potential savings in the amount of $50,000.

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

Section 1. The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a contract with N. B. West Contracting Company for construction of the Manchester Road Resurfacing and Bike Lane Improvement Project, including traffic control and

other incidental items as shown on the construction drawings and specifications. Copies of the contracts shall be substantially in the form attached hereto and incorporated herein.

Section 2.

The total expenses and liability of the City under the contract shall not exceed a contract sum of $1,341,147.27, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this ordinance of $1,408,204.63

Section 3.

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 _____, 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	Timothy Woerther, Mayor
ATTEST:	ATTEST:
_____	_____
City Clerk	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 _____, with offices located at _____ _____ (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 : ____

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 $_____ (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) 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 (20th) 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 $_____ 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

_____

_____,

including traffic control and other incidental items as 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_____ , Mayor	By:_____
Attest:	Printed Name: _____
_____ City Clerk	_____ Title

BILL #2154 **ORDINANCE #2154**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR CITY-WIDE CONCRETE STREET AND SIDEWALK REPLACEMENT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:

Section 1.

The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a contract with J. M. Marschuetz Construction Company for citywide concrete street and sidewalk replacement, including traffic control and other incidental items as shown on construction drawings and specifications. Copies of the contract shall be substantially in the form attached hereto and incorporated herein.

Section 2.

The total expenses and liability of the City under the contract shall not exceed a contract sum of $908,100.00, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this ordinance of $983,100.00.

Section 3.

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 _____, 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 Timothy Woerther, Mayor

ATTEST: ATTEST:

_____ _____

City Clerk City Clerk

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement “Agreement” is made and entered into this____day of_____ ,_____, by and between the City of Wildwood, Missouri (hereinafter called the "City") and J. M. Marschuetz Construction with offices located at 15 Truitt Drive, Eureka, MO 63025 (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 : 100

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 $908,100.00 dollars ("Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety five percent (95%) 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 (20th) 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 five percent (95%) 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 $ 250.00 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 removal and replacement and placement of concrete street pavement, sidewalk, and driveway aprons within the rights-of-way, including traffic control, flagmen where needed and each area to be signed the same as the Typical Application 11 in the MUTCD and other incidental items as identified in the construction documents.

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

CITY OF WILDWOOD (the "City")	(the "Contractor")
By_____ , Mayor	By:_____
Attest:	Printed Name: _____
_____ City Clerk	_____ Title

BILL #2155 **ORDINANCE #2155**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH TWM, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR THE MANCHESTER ROAD STREETSCAPE PROJECT, PHASE 3 IMPROVEMENT PROJECT WITHIN THE CITY OF WILDWOOD.

WHEREAS, the City of Wildwood has entered into a Consultant Services Agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) for design of the Manchester Road Streetscape Improvement Project, Phase 3; and

WHEREAS, the City of Wildwood, subsequent to execution of the Consultant Services Agreement with TWM, entered into a federal funding agreement with the Missouri Highways and Transportation Commission which will reimburse the City for 80% of the project's construction cost, up to $1,300,000; and

WHEREAS, the federal funding agreement requires Missouri Department of Transportation (MoDOT) and Federal Highway Administration (FHWA) oversight which results in additional work for our design consultant, TWM, specifically as follows:

- Submittal of project plans to MoDOT for review and approval
- Preparation of additional environmental review documentation and necessary coordination
- Inclusion of additional federal clauses, restrictions, job special provisions, and contract requirements within the project bid documents (i.e. the Bid Manual)
- Additional work to follow MoDOT's bidding process and associated requirements such as the preparation of MoDOT review checklists, development of project certifications, and request for bid concurrence; and

WHEREAS, the federal funding agreement establishes a definitive schedule for obligation of federal funds which is inconsistent with our existing Consultant Services Agreement with TWM.

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

Section 1.

The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a supplemental agreement with TWM, Inc. for the additional design services required by the MoDOT and FHWA oversight of the Manchester Road Streetscape Phase 3 Improvement Project within the City of Wildwood. A copy of the contract shall be substantially in the form attached hereto and incorporated herein.

Section 2.

These additional services shall be in the amount not to exceed Ten Thousand, Eight Hundred Sixty Nine dollars and Five Cents ($10,869.05) without further authorization. The total expenses and liability to the City shall not exceed the sum of Three Hundred Six Thousand, Five Hundred and Sixty Nine dollars and Five Cents ($306,569.05).

Section 3.

TWM's Schedule of Work will be extended to be consistent with the obligation of funds through the City's federal funding program agreement with the Missouri Highways and Transportation Commission.

Section 3.

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 _____, 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	Timothy Woerther, Mayor
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT

THIS SUPPLEMENTAL 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 Thouvenot, Wade & Moerchen, Inc., hereinafter referred to as "Consultant", with a business address of: 720 Olive St., Suite 200A, St. Louis, MO 63101.

The parties hereto entered into an agreement on June 18, 2014 in which the Consultant has agreed to provide professional services in connection with the design of the City's Streetscape Project along Manchester Road, which was to be completed by October 31, 2015.

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

I. SCOPE OF SERVICES

Additional services shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions of the original contract, 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. Services to be added to the original contract are listed in Attachment A.

II. COMPENSATION

These additional services shall be in the amount not to exceed Ten Thousand Eight Hundred Sixty Nine dollars and Five Cents ($10,869.05) without further authorization. The total design services shall be in an amount not to exceed Three Hundred Six Thousand, Five Hundred and Sixty Nine dollars and Five Cents ($306,569.05).

IV. SCHEDULE OF WORK

The parties hereto agree to supplement the agreement by amending the Schedule of Work by extending the completion date of the contract as follows:

PS&E: Shall be submitted to MODOT by a mutually agreeable date, but in no case later than June 1, 2017.
Construction Phase: Shall be completed in accordance with the contractors schedule for construction.

IN WITNESS WHEREOF, the parties hereto have signed Supplemental Agreement #1 as of the effective date of Contract first above written.

Consultant	City of Wildwood
BY: _____	BY: _____
TITLE: _____	TITLE: _____
	ATTEST: _____
	DATE: _____

ATTACHMENT A
SUPPLEMENTAL AGREEMENT #1 SCOPE OF SERVICES

TWM, Inc., hereinafter referred to as the CONSULTANT, will provide the City of Wildwood, hereinafter referred to as the CITY, with professional services detailed for the planning and design of desired improvements as follows:

XI. PERMITTING AND APPROVALS

The CONSULTANT will revise the Right-of-Way Plans and cost estimate to include a 10 foot wide sidewalk on both sides of Manchester Road, which is a modification to the typical section chosen by the CITY after two public meetings were held for the development of the Preliminary Plans and cost estimate. This task includes the following sub-tasks:

a. **Project Management** – The CONSULTANT will hold internal team meetings and prepare additional project invoices and reports.

b. **Permitting** - The CONSULTANT shall be responsible for corresponding directly with those agencies responsible for issuing any permits, approvals, or clearances, whether environmental or otherwise, that might be required for this project. Since this project is now federally funded, some of the full NEPA clearance requirements may be necessary.

   Once permits or clearances are received, the CONSULTANT shall send an official copy to the CITY for their records. These agencies may include, but are not limited to, the Missouri Department of Transportation, the U.S. Army Corps of Engineers, the Missouri Department of Natural Resources, and the U.S. Fish & Wildlife Service, U. S. NRCS office.

   The following permits and clearances must be investigated:

   i. Categorical Exclusion - A programmatic CE from MoDOT is anticipated.
   ii. Section 4(f)
   iii. Endangered Species - Level 1 Clearance is anticipated
   iv. Farmland Protection - A farmland impact rating may be required.
   v. Section 106 - A Section 106 clearance will be required before ROW Plan approval.
   vi. Nationwide or Regional General Permit under 404 permit process and Section 401

c. **City Review Meeting** – At the completion of Right of Way Plans, a review meeting shall be held between the CITY and the CONSULTANT. The meeting will be held at City Hall and the CONSULTANT will allocate one (1) employee to attend the meeting.

d. **MoDOT Submittals & Approvals** - The CONSULTANT shall submit project plans for MoDOT review at the following project milestones:

   i. Preliminary Design Phase
   ii. Right of Way Design Phase
      - A-Date Acquisition Request Form
      - Right of Way Acquisition Schedule Form
   iii. Pre-Final PS&E (Full Draft Package)
   iv. Final PS&E

   The CONSULTANT shall complete revisions to the project plans at each review phase shown above in accordance with MoDOT's comments. The CONSULTANT shall resubmit revised plans for the Right of Way, Pre-Final and Final phases to both MoDOT LPA Reviewer and the CITY.

BILL NO.: 2157 **ORDINANCE NO.: 2157**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMEDNATION REPORT PREPARED BY THE PLANING AND ZONING COMMISSION DATED FEBRUARY 1, 2016. (Ward Eight)

WHEREAS, one (1) of the first major projects in the newly-defined Town Center Area of Wildwood was Dierbergs Town Center, a development of over 150,000 square feet, anchored by a supermarket, four (4) liner buildings, and two (2) sections of in-line, multi-tenant spaces; and

WHEREAS, as part of this development, many new design components were employed to create the character sought by the tenants of New Urbanism, such as buildings fronting the street with little or no setback from it, engaging architecture, consistent and attractive streetscapes, and enjoyable public spaces, which all exist in this development; and

WHEREAS, the governing ordinance approved by the City Council contained a number of conditions to ensure that patrons of the businesses could park once and walk to multiple locations in a pedestrian friendly environment, leading to an allowance for only one (1) drive through facility, i.e. financial institution being authorized within the development's boundaries; and

WHEREAS, with the development of this site, after the ordinance's approval, a financial institution purchased an the outlot and installed the drive-through facility, which was authorized as part of the initial overall development; and

WHEREAS, the building located on Outlot G was also constructed about the same time as the development of the supermarket and its first tenant was an Applebee's Restaurant, which anchored this location at the major intersection of State Route 100 and the newly-constructed Taylor Road; and

WHEREAS, this tenant, one (1) of three (3) located in the building, was in place for less than three (3) years and closed the restaurant and, for the most part, the majority of this building has remained vacant for the last ten (10) plus years, which was a disappointment to all parties working to make the Town Center Area a viable location for all types of businesses; and

WHEREAS, a new party is interested in this space and has requested a drive-through facility in conjunction with its casual dining business, which requires a change to the governing ordinance for this purpose; and

WHEREAS, the Planning and Zoning Commission held a hearing on this matter at its February 1, 2016 meeting and heard the details relating to the relocation of the St. Louis Bread Company from Schnucks Wildwood Crossing to this location and the need for the drive-through facility, which its current location lacks, and has led the company to seek another site for this very popular Wildwood restaurant; and

WHEREAS, with supporting the design of the new drive-through facility and the current ordinance governing the overall development recommended for the needed changes, the Planning and Zoning Commission did add a number of modifications to the exiting legislation to ensure this new addition to the center functioned safely and addressed the tenants of the Town Center's walkability, as much as practically possible, leading to a list of conditions in this regard; and

WHEREAS, the vote on this matter was unanimous by the Planning and Zoning Commission and the recommendation was then forwarded to the City Council for its public hearing upon the changes to the governing ordinance, which was held on February 8, 2016, where a vote was taken in support of the preparation of legislation for these modifications, with the members noting the need to retain this use in the City and provide it the necessary components for it to be competitive and meet customers needs in today's world; and

WHEREAS, the City Council, through its Charter and under its vested authority in State Statute is empowered to consider such land use decisions and act accordingly to preserve and protect the public's health, safety, and general welfare.

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

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby amended by approving changes to existing Amended C-8 Planned Commercial District Ordinance #1001 (Town Center Downtown District) regulations, which are set forth therein for the following described tract of land:

A tract of land being part of Section 1, Township 44 North, Range 3 East, St. Louis County, Missouri, and being described as follows:

Beginning at a point in the Northern right-of-way line of Manchester Road, 60 feet wide, at its intersection with the East line of Taylor Road, 15 feet wide; thence leaving said Northern line of Manchester Road and running along the Eastern line of Taylor Road and the Eastern line of property conveyed to A.R. Harrell by deed recorded in Book 5168, Page 604 of St. Louis County records, North 1 degree 09 minutes 26 seconds East, 311.57 feet to the Northeast property and the Northern line of Taylor Road, North 86 degrees 52 minutes 37 seconds West, 325.61 feet to the Southeast corner of property conveyed to Roosevelt Motan by deed recorded in Book 2883, Page 367 of St. Louis County records; thence along the Eastern line of said Motan property and the Eastern line of property conveyed to Marshall Hinkle by deed recorded in Book 2909, Page 235 the Eastern line of property conveyed to Booker Holly by deed recorded in Book 3216, Page 355 and the Eastern line of property conveyed to K.R. and M.I. Berry by deed recorded in Book 6786, Page 1504, all of St. Louis County records, North 1 degree 20 minutes 23 seconds East 960.97 feet to a point in the Southern right-of-way line of Missouri State Route 100; thence along said right-of-way line, South 75 degrees 5 minutes 55 seconds East, 56.62 feet and South 85 degrees 02 minutes 20 seconds East, 679.67 feet to a point in the western line of Parcel #7of property conveyed to S. Lambeth by deed recorded in Book 6770, Page 218 of the St. Louis County records; thence along the Western line of said Lambeth property, South 1 degree 35 minutes 46 seconds West, 1090.28 feet to a point in the Northern right-of-way line of Manchester Road, as aforementioned; thence along right-of-way line South 72 degrees 31 minutes 40 seconds West, 424.92 feet to the point of beginning and containing 17.986 acres, and including the additional right-of-way area purchased from the State of Missouri along Route 100.

Section Two: The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated February 1, 2016, which is incorporated herein by reference as is fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. PERMITTED USES

The uses allowed in this Amended C-8 (Town Center Downtown) Planned Commercial District shall be limited to all permitted "Downtown" District uses as defined in the Town Center Plan (as amended March 2, 1998) with associated parking, excluding churches, recreational facilities (including indoor theaters and outdoor activities), hotels, sewage treatment plants, research laboratories and facilities, and office/warehouse units.

2. FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS

a. The uses permitted in this Amended C-8 Planned Commercial District shall be contained in a total of six (6) buildings (Buildings A through C (main building complex), as shown on petitioner's Preliminary Development Plan, and for the purposes of this ordinance, shall constitute a single building) not to exceed one hundred fifty-one thousand (151,000) square feet in gross floor area. Of these one hundred fifty-one thousand (151,000) square feet, maximum allowable building sizes shall be as follows:

Building Type**	Size (square feet)
Retail (Building A)	21,500
Supermarket (Building B)	73,000
Retail (Building C)	11,000
Retail (Building D)	6,600
Retail (Building E)	6,600
Restaurant (Building F)	6,600 or 150 seats
Restaurant (Building G)	13,000 or 300 seats
~~Filling Station and related~~ Retail ~~(authorized in lieu of Building H)~~	4,200
Financial Institution, with a Drive Through Facility ~~Retail/Restaurant/Other (Building H)~~	~~7,500 or 150 seats~~

** The designated use of "retail," "office," and "restaurant" may be interchanged for purposes of the permitted uses.

b. The maximum number of out-parcels located abutting the Taylor Road right-of-way shall be four (4) in total, with no more than five (5) out-parcel buildings within the boundaries of this Amended C-8 Planned Commercial District. The orientation of these buildings shall be as shown on the Site Development Plan submitted by the petitioner, as part of the rezoning request.

c. Out-parcel buildings abutting Taylor Road shall be designed to accommodate a liner footprint, with a depth no greater than eighty (80) feet.

d. Only one (1) fast-food restaurant, with a drive-through facility, ~~or a filling station for automobiles with related retail~~ shall be allowed within the boundaries of this Amended C-8 Planned Commercial District. ~~Whichever of the two (2) uses is selected, either~~ **The fast-food restaurant** ~~or the filling station for automobiles and related retail it~~ **must be located on Outlot G and comply with the following requirements:** ~~and H only~~

I. **No parking spaces shall be located in the center of the drive-through lane and that area must be used solely for a planter island and other landscaping treatments.**

II. **The reconstructed trash enclosure area's materials shall match the colors, characteristics, and design of the building that is located on Outlot G.**

III. **The approach to the trash enclosure shall be of concrete construction and its specifications and length to be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

IV. **The drive-through facility must be reviewed and acted upon by the Metropolitan St. Louis Sewer District (MSD) and the Metro West Fire Protection District.**

V. **The portion of the drive-through lane that faces onto the property's State Route 100 frontage shall be screened through the use of the current combination of fencing, stone piers, and landscaping, similar to that already in place to the east of this location on the same lot. This combination of fencing, stone piers, and landscaping shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

VI. **A pedestrian connection shall be made from the City's multiple-use trail to Outlot G, which complies with its specifications for width, materials, construction specifications, and design. This pedestrian connection shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission**

e. ~~The size of the canopy in association with the filling station for automobiles with related retail shall be a maximum of 6,050 square feet in overall area. The height of the canopy, as measured from finish pavement grade to its underside, shall not exceed fourteen point five (14.5) feet in size.~~

f. ~~No more than eight (8) pump islands shall be authorized in conjunction with the filling station for automobiles with related retail use.~~

e. No more than two (2) docking areas shall be constructed in conjunction with the proposed supermarket building that is part of this development. Docking area shall be located along the full distance of the north and south walls of the supermarket building only. Appropriate screen walls or landscaping shall be installed as part of these areas to minimize visual intrusions onto adjoining properties and State Route 100. If screen walls are used, these structures shall be of the same material, color, and style of the main building's composition and be reviewed and acted upon by the Architectural Review Board as part of the required renderings.

f. No structure or building shall exceed sixty (60) feet in overall height as measured from final finish grade. This height requirement shall apply to all rooftop architectural treatments as well. The height of the flagpole can be increased to a maximum of eighty (80) feet in size, if the developer authorizes its use for WIFI Internet access antenna in support of the City of Wildwood's wireless network for the Town Center Area.

g. The area of this Amended C-8 Planned Commercial District shall be a minimum of eighteen (18) acres in overall size.

h. The proposed architectural design, character, and style of all buildings shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan. Particular attention must be paid to the east facade of the main building complex and any building which fronts or has visibility from a roadway relative to building materials, openings, elements, and color to ensure their appearance is consistent with the other elevations. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries

of this Amended C-8 Planned Commercial District in terms of material, color, and style. Buildings D and E shall each include direct pedestrian entrances to and facing the Taylor Road right-of-way.

3. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the date of approval of the preliminary development plan by the City Council, the developer shall submit to the Planning and Zoning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning and Zoning Commission. The Site Development Plan shall include, but not be limited to, the following:

a. Outboundary and legal description of the property.
b. Location map of generalized nature, north arrow, and plan scale.
c. Location and size of all proposed structures, including canopies, arcades, business signage, and any garden or retaining walls.
d. Location and size of all parking areas and corresponding parking calculations.
e. Existing and proposed contours at two (2) foot intervals.
f. Roadways and driveways on and adjacent to the property in question including required right-of-way dedication, pavement widening, and cross access easement areas.
g. The design, location, and size of all proposed lighting, fences, and dock and trash areas.
h. A landscape plan including, but not limited to, the location, size, and general type of all plant and other materials to be used. (See Landscape Requirements Section of this Ordinance).
i. The approximate location of all stormwater and sanitary sewer facilities.
j. Parking and structure setbacks from adjacent property lines.
k. Location of all existing and proposed easements.
l. Location and method of protecting existing tree stands to be preserved.
m. A description of the area's (all surrounding properties within four hundred (400) feet of the subject site) infrastructure and site improvements of a general nature. Principally, building locations on individual properties, curb cuts and driveway locations along the right-of-way, as well as other natural and man-made features must be shown.
n. All other information not mentioned above, but required on a preliminary plat in accord with Section 1005.060 of the City of Wildwood Subdivision Ordinance.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Building Setbacks

a. All buildings or structures, excluding boundary, garden and/or retaining walls, fences or flagpoles/WIFI antenna, shall adhere to the setbacks therein established by the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

   i. The two (2) outlot buildings located adjacent to or abutting the proposed State Route 100 right-of-way shall not be located more than one hundred fifty (150) feet from this boundary line, nor closer than thirty (30) feet to the same.

ii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall be located a minimum of four hundred (400) feet from the proposed Taylor Road right-of-way.

iii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall not be located any closer than two hundred twenty (220) feet from the proposed State Route 100 right-of-way. Additionally, this building complex shall not be located any closer than two hundred (200) feet from the Manchester Road right-of-way.

Parking Setbacks

b. All parking stalls, loading spaces, internal drives or roadways, excluding points of ingress and egress, shall adhere to the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

i. Twenty (20) feet from the proposed State Route 100 right-of-way line.
ii. Ten (10) feet from the proposed Taylor Road right-of-way line.
iii. One hundred sixty (160) feet from the Manchester Road right-of-way line.

Minimum Parking Requirements

c. Minimum parking requirements shall be set forth in the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District and Section 1003.165 Parking Regulations of the City of Wildwood's Zoning Ordinance, except that four (4) spaces per one thousand (1000) square feet of gross floor area shall be allowed for all retail and supermarket uses contained in the main building complex.

Access and Roadway Improvements, including sidewalks

d. Improvements to Manchester Road shall conform to the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and be as directed and approved by the Department of Public Works. These improvements shall only be required for one-half (1/2) of the right-of-way along petitioner's frontage. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Manchester Road and be approved by the Department of Public Works. These requirements may be required to be escrowed with the City of Wildwood for future installation at the discretion of the Department of Planning and the Department of Public Works.

e. Access to this development from Manchester Road shall be limited to one (1) commercial entrance designed in accordance with the City of Wildwood's Street Specifications of the Town Center and as directed by the Department of Public Works. This access point shall be coordinated with the dedication of the ten (10) foot roadway easement along the east property line of this development, and shall not be installed until such time an additional ten (10) foot roadway easement is obtained from the adjoining property. Installation shall not be the responsibility of either property owner where the easement is located. The Planning and Zoning Commission shall complete the dedication of this roadway easement, as part of the Site Development Plan review process.

f. Provide a sidewalk conforming to City of Wildwood ADA standards along Manchester Road (right-of-way area only) as directed by the Department of Public Works. Said walk shall conform to the City of Wildwood's Street Specifications of the Town Center Plan. Said improvement may be escrowed at the discretion of the Department of Planning and the Department of Public Works.

g. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of State Route 100 and its intersection with the proposed Taylor Road as directed by the Missouri Department of Transportation. Verification of ownership of any excess right-of-way from the State of Missouri along State Route 100 must be provided in the form of a Purchase Agreement prior to approval of the Site Development Plan by the Planning and Zoning Commission.

h. Conform to all of the requirements of the Missouri Department of Transportation regarding the required State Route 100 roadway improvements. Improvements shall be as directed by the Missouri Department of Transportation.

i. Install traffic signals at the State Route 100/Taylor Road intersection and the Main Street/Taylor Road intersection and provide for underground interconnects, if required, as directed by the Missouri Department of Transportation and the Department of Public Works. The installation of the Taylor Road/Main Street signal will be required with the initial construction of the development. The installation of this signal will be based upon the City's traffic warrants indicating the need for it, but shall be operational at the time of the supermarket's opening.

j. Provide a twelve (12) foot wide easement outside the State Route 100 right-of-way, and complete finish grading thereof, for the installation of a multiple use trail which conforms with the City of Wildwood's ADA requirements as directed by the Department of Public Works. The installation of this trail will also be the responsibility of the developer and be reviewed and acted upon as part of the Site Development Plan process, unless an escrow is authorized for its future installation by the City Council. This improvement may be considered as one of the green space and public space requirements of the Town Center Plan Commercial District designation.

k. No vehicular access shall be allowed from this development to State Route 100, except as directed Missouri Department of Transportation and the Department of Public Works.

l. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of the proposed Taylor Road as directed by the Department of Public Works.

m. Within the dedicated right-of-way for Taylor Road, construct said roadway, sidewalks, and improvements in conformance with the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and as directed by the Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Taylor Road and be approved by the Department of Public Works, but not before a final design study is prepared and completed by a qualified consultant indicating the most appropriate design of these improvements is achieved with regards to the requirements of the Town Center Plan. Taylor Road access to Manchester Road shall align with Village Hills Parkway to the south.

n. Access to this development from Taylor Road shall be limited to two (2) commercial entrances designed in accordance with the City of Wildwood's Street Specifications of the Town Center and be located as per the Site Development Plan. The northernmost entrance along Taylor Road shall maintain a minimum distance of three hundred (300) feet from State Route 100 (as measured from edge of proposed pavement of State Route 100 to the centerline of the access point).

Miscellaneous Roadway Requirements

o. Provide cross access easement and temporary slope construction license, or other appropriate legal instrument or agreement guaranteeing permanent access between this site and adjacent properties, as directed by the Departments of Planning and Public Works.

p. Parking shall be prohibited along both sides of the main drive aisles serving this development. Parking lot aisles, where possible, should intersect the main and minor driveways at right angles and be logically located opposite minor driveways and other parking lot aisles. Minor driveways shall not intersect the two (2) main east/west drive aisles closer than one hundred fifty (150) feet of the centerline of the proposed Taylor Road right-of-way.

q. Installation of identification signage and landscaping shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to installation.

r. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements. All utilities within the district and on rights-of-way otherwise constructed on pursuant to this authorization shall be installed and placed underground in locations as approved by the Director of Public Works. The primary line may be elevated and located on the east property line, with it indicated on the Site Development Plan for review and consideration.

s. The developer shall extend the southernmost access point and internal drive to the easternmost property line (currently owned by the Wildwood Christian Church) for future access to this parcel of ground. The location of this internal drive shall be as directed by the Department of Public Works. This internal drive shall maintain a minimum twenty-two (22) foot width along its length. The intersection of this internal drive shall be coordinated with the dedication of the ten (10) foot roadway easement to the south.

t. The two (2) internal access drives, and the main drive aisle in front of the main building complex, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as sidewalks, street trees and lights, and pedestrian furniture.

Landscape Requirements - Specific

u. Building and parking setbacks shall be landscaped in accord with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

v. All stormwater facilities shall be appropriately landscaped and comply with the Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

w. All new landscaping materials shall meet the following criteria: Deciduous Trees - two and one-half (2 1/2) inch minimum caliper; Evergreen Trees - Six (6) feet minimum height; and Shrubs- twenty-four (24) inch minimum height.

x. Replanting of trees shall conform to the requirements of Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual to achieve a minimum amount of thirty (30) percent canopy area on this site. Tree selection and location shall be reviewed and acted upon by the Planning and Zoning Commission as part of the Site Development Plan process. Street tree planting patterns must be based and comply with the Town Center Streetscape Design.

y. A Registered Landscape Architect shall prepare and sign all Landscape Plans for this development.

Lighting Requirements

z. Light standards shall not exceed sixteen (16) feet in height, but not including a thirty (30) inch base painted to match the color of the respective pole. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the provisions of the City of Wildwood's Zoning Code proposed Section 1003.160 "Outdoor Lighting Requirements, which are on file with the City Clerk of the City of Wildwood." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The location of all light standards and their design and appearance shall be approved by as the Planning and Zoning Commission on the Site Development Plan.

Sign Regulations

aa. All signage shall be in accord with the requirements of the City of Wildwood's Town Center Architectural Guidelines, subject to the following:

i. A total of four (4) freestanding monument style signs shall be allowed within the boundaries of the Amended C-8 Planned Commercial District. One (1) sign shall be authorized at the Taylor Road/State Route 100 intersection, with the second situated at the southern access point into this development along its Taylor Road frontage. These two (2) signs cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height (as measured from adjoining roadway grade) and can only be externally illuminated or halo-lit by approved sources. A single sign shall be authorized along the property's State Route 100 frontage and it cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height and may be internally or externally illuminated or halo-lit by approved sources, as measured from adjoining roadway grade. The location of all signage shall be as approved by the Planning and Zoning Commission on the Site Development Plan. These signs must be integrated into the design of the garden walls proposed at these locations, except the State Route 100 location.

ii. A fourth monument sign shall be allowed along Manchester Road frontage. This sign shall not exceed fifty (50) square feet in overall size, or ten (10) feet in height, as measured from adjoining roadway grade. This sign shall be externally illuminated by approved sources.

iii. The four (4) authorized monument signs shall comply with the City of Wildwood Zoning Code, Section 1003.168 Sign Regulations for the C-2 Shopping District, where consistent and applicable to this type of signage.
iv. Wall signage and lighting shall comply with the City of Wildwood's Town Center Plan Architectural Guidelines (see Department memorandum for definitions of lighting sources and characteristics), and all other applicable requirements therein stated, and the regulations of the C-2 Shopping District, except as follows:
v. Building B (Supermarket) - A total of five (5) signs shall be authorized. These five (5) signs may be illuminated by either internal or external or halo-lit by approved designs.
vi. Buildings A and C (in-line tenant spaces) - A total of one (1) sign per tenant bay shall be authorized, and these signs may be internal or external illuminated or halo-lit by approved designs, while maintaining a consistent character of design relative to the overall appearance of the development.
vii. Outlot H (State Route 100 outlot building) - A total of three (3) signs shall be authorized for this building and they shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may be internally illuminated by approved designs.
viii. Buildings D, E, F, and G (Taylor Road frontage) – These signs shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may only incorporate external or backlit illumination sources of an approved design. Only two (2) signs shall be authorized per tenant.
ix. No advertising, temporary, or portable signs shall be authorized in this Amended C-8 District development. No other signs shall be authorized, except as may comply with the C-2 Shopping District Regulations of the City of Wildwood Zoning Code and the Town Center Plan's Architectural Guidelines.

Miscellaneous Conditions

bb. All trash areas shall be enclosed with a six (6) foot high sight-proof wall (with gate) and be appropriately landscaped around its perimeter, if applicable. The location and design of the enclosure shall be approved by the Planning and Zoning Commission on the Site Development Plan. The design of this enclosure shall reflect the appearance, character, and style, in terms of its color, material, and composition, of the approved architecture of the main building complex.

cc. Handicap parking and access requirements shall comply with Section 512.4 of the City of Wildwood Building Code.

dd. All rooftop mechanical equipment shall be screened from view on all sides of the building's facade in an architecturally consistent manner in terms of color and style with the main building complex. Screening shall be reviewed and considered by the Architectural Review Board at the time of the renderings submittal.

ee. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.

ff. All deliveries and trash pick-up vehicles must access Taylor Road from State Route 100 or Old Manchester Road only. No deliveries or trash pick-up can occur between the hours of 11:00 p.m. and 6:00 a.m., seven (7) days per week.

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

5. TRAFFIC GENERATION ASSESSMENT

The developer shall contribute to the East Area Corridor Traffic Generation Assessment Road Trust Fund established by Chapter 140 of the City's Codified Ordinances. This contribution shall not exceed an amount established by multiplying the proposed parking spaces by the following rate schedule.

Type of Development	Required Contribution
General Office	$448.27/Parking Space
Quality Restaurant	$448.27/Parking Space
General Retail	$1,344.88/Parking Space
Shopping Centers	$1,344.88/Parking Space
High-Turnover, Sit-Down Restaurants	$1,344.88/Parking Space
Bank	$2,689.85/Parking Space
Drive-In, Fast-food Restaurant	$2,689.85/Parking Space
Filling Station for Automobiles	$8,965.94/Parking Space
Medical Offices	$1,344.88/Parking Space
Loading Space	$2,200.73/Loading Space

(Parking space as required by Section 1003.165 of the City of Wildwood Zoning Ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Department of Planning.

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

The amount of this required contribution, if not submitted by January 1, 2003, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the City of Wildwood Department of Public Works.

6. VERIFICATION PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

Prior to the approval of the Site Development Plan, the petitioner shall:

Stormwater Management

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

   i. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and Metropolitan St. Louis Sewer District Standards.
   ii. All stormwater shall be discharged at an adequate natural discharge point.
   iii. Detention or differential runoff of stormwater is at the discretion of Metropolitan St. Louis Sewer District. If required by Metropolitan St. Louis Sewer District and the Department of Public Works, it shall be provided in permanent detention facilities, such as: dry reservoirs, ponds, or another acceptable alternative. The detention facilities shall be completed and in operation prior to paving of any driveways or parking areas.

b. The southernmost detention basin adjacent to Manchester Road shall be constructed with the use of a 1:1 slope along its northern face. In conjunction with this slope, a rock dam, of appropriate native stone or other material, shall be constructed to support this facility's design. A Geotechnical Engineer shall verify that said design is appropriate and the soil and rock combination will support the improvements. The location and design of this facility shall be shown on the Site Development Plan and be reviewed and as approved by the Planning and Zoning Commission.

c. The proposed wall along Manchester Road, which is part of this southernmost detention area, shall not exceed a height of fourteen (14) feet at final finish grade. The wall shall be constructed of an appropriate material, such as brick, stone, concrete, or other similar material, and complement the surrounding area. The color, design, material, and location will be shown and noted on the Site Development Plan and reviewed and considered by the Planning and Zoning Commission. However, no portion of this wall can encroach within forty (40) feet of the Manchester Road right-of-way. An eight (8) foot multiple use trail, benches, and related landscaping shall be placed adjacent to the detention area connecting to and or along Manchester Road from the main parking area. Said trail may not meet ADA requirements due to topography or other related construction requirements due to surrounding terrain.

Geotechnical Report

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

7. RECORDING

Within sixty (60) days of approval of the Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

8. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to approval of a Site Development Plan, and prior to issuance of any building permit, the following requirements shall be met:

Landscape Bonds or Escrows

a. If the estimated cost of new landscaping required by the Planning and Zoning Commission on the Site Development Plan exceeds one thousand ($1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year deposit or escrow sufficient in amount to guarantee the installation and maintenance of said landscaping in a form determined by the Director of Planning.

Notification of Public Works

b. Prior to issuance of foundation or building permits, all approvals from the Department of Public Works, the Missouri Department of Transportation, the Missouri Department of Natural Resources, the U.S. Army Corp. of Engineers, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

Certification of Plans

c. Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer shall be required to sign and seal all plans.

Traffic Generation Assessment Contribution

d. Traffic generation assessment contribution, minus the amount of money advanced by the developer for improvements of the right-of-way acquisition and construction improvements, including engineering incidental thereto, (already in place) shall be deposited with City of Wildwood in the form of cash prior to the issuance of building permits.

Roadway Improvements

e. Road improvements and right-of-way dedication shall be completed, or the appropriate escrow established, prior to the issuance of an occupancy permit. As previously noted, the delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

9. GENERAL DEVELOPMENT CONDITIONS

a. A grading permit is required prior to any grading on the site. No change in watersheds shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required.

b. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from

construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

c. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.

d. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City Departments or Commissions.

e. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the City of Wildwood Planning and Zoning Commission.

f. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Amended C-8 District Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

g. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Amended C-8 Planned

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

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

_____ _____

Presiding Officer The Honorable Timothy Woerther, Mayor

ATTEST:

_____ _____

City Clerk City Clerk

BILL #2158 **ORDINANCE #2158**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH KRUPP CONSTRUCTION FOR THE DEVELOPMENT OF A CONNECTOR TRAIL BETWEEN BLUFF VIEW PARK AND THE ROCK HOLLOW VALLEY, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, ALL IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. (Ward Six)

WHEREAS, the City has been planning for the connection of the Bluff View Park's natural surface trail to the Rock Hollow Valley for many years; and

WHEREAS, this connection would allow for direct access between these two (2) large public holdings and offer a range of users a system of natural surface trails that would accommodate over eleven (11) miles of use and enjoyment; and

WHEREAS, this connector trail was not needed until such time when the Rock Hollow Valley's Trail and Bluff View Park and Trail were completed and opened for public use, which was finally achieved in August 2015; and

WHEREAS, this connector trail was planned to be approximately two thousand (2,000) feet in distance, constructed with a natural surface, and have a width of four (4) feet; and

WHEREAS, *terraspec* was chosen to design and engineer the necessary plans and bidding specifications to begin the development of this connecting trail corridor, which led to a bidding process that concluded in December 2015; and

WHEREAS, the bidding process led to the submittal of three (3) bids by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

WHEREAS, one (1) of these bids was from **Krupp Construction**, whose base bid was the lowest of those submitted for this project at $168,937.00; and

WHEREAS, the Planning/Economic Development/Parks Committee reviewed the bids at its January 2016 meeting and noted the recommended contractor and cost of the project all appeared to be reasonable, supported such, and made a recommendation to present the matter to City Council for its consideration and action, which occurred at its February 8, 2016 meeting; and

WHEREAS, the City Council, upon receipt of the Committee's report, noted in its action, the general contracting component's cost was within the defined budget and would finally allow for the project to proceed to construction, thereby adding another amenity to this active use area of Wildwood; and

WHEREAS, it is the City's intent to open this trail improvement for public use in 2016, so all can enjoy the beauty and recreational features it has to offer in the already popular Meramec River Valley.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes and directs the Mayor of the City of Wildwood, Missouri to enter into a contract with **Krupp Construction** to construct the planned connector trail between the Bluff View Park and Trail and

the Rock Hollow Valley, per the components set forth in the attached description of the City's standard Professional Services Contract.

Section Two. This contract is authorized and approved on a not-to-exceed basis at a total amount of *one hundred sixty-eight thousand nine hundred thirty-seven dollars* ($168,937.00) and shall be completed no later than July 31, 2016.

Section Three. This ordinance shall be in full force and effect after its approval and passage by the City Council and signing by the Mayor of the City of Wildwood. Missouri.

THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2016 BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

_____	_____
Presiding Officer	**Timothy Woerther, Mayor**
ATTEST:	
_____	_____
City Clerk	**City Clerk**

WILDWOOD

Project Manual

Bluff View Park Connector Trail
To
Rock Hollow Valley

Bid Opening: December 3, 2015

10:30 AM CST

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INVITATION FOR BIDS

Sealed bids for **BLUFF VIEW TRAIL SITE IMPROVEMENTS** will be received by the City of Wildwood, Department of Planning and Parks, 16860 Main Street, Wildwood, Missouri, 63040, until **10:30 A.M. CST,** on **THURSDAY, DECEMBER 3, 2015,** in the Community Room at which time the bids will be publicly opened and read aloud. The 10:30 A.M. CST cutoff time for acceptance of sealed bid documents is determined by the Department of Planning and Parks, not that of the bidder.

The Scope of Work includes; **Crushed Aggregate Trail (2050 lf, 4' wide), associated Clearing, Earthwork, Grading, Storm Drainage Culverts, Boulder Retaining Walls Seeding/Mulching, and Misc. Site Furnishings.**

Bid packages are available, NOVEMBER 10, 2015 after 8:00 A.M. CST, from *terraspec*, located at 5030 Griffin Road, St. Louis, MO 63128, upon payment of a non-refundable fee of $40 per set. *Checks made payable to "terraspec"*

Not less than the prevailing hourly rate of wages shall be paid to all workmen performing under this contract in this area according to the rates determined by the Department of Labor and Industrial Relations of the State of Missouri.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

The City of Wildwood shall award any contract based on the proposal that, in its sole discretion, best meets the interests and requirements of the City. The City of Wildwood reserves the right in its sole discretion to reject any and all proposals, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all bidders or others for other or more favorable terms or prices, and/or to award the contract to other than the bidder submitting the lowest cost proposal, with or without negotiation.

This project is tax exempt. A tax exemption letter will be made available to the successful bidder upon request.

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Wildwood, Missouri, hereinafter called the "City," in the penal sum of _____Dollars ($ ___) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated , entered into a Contract with the City for the construction of the work designated as_____ located at _____in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 20____,

In the presence of : _____(SEAL)

_____ By:_____

_____(SEAL)

_____ By:_____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

ARTICLE I

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract documents consists of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contact. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice form the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project. At the conclusion of the job, the Contractor shall submit 1 set of mark ups for as builts.

ARTICLE II

CITY

2.1 DEFINITION

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE III

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative. The Contractor shall not subcontract except as defined by Sec. 108.1 of the Standard Specifications.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. §290.210 through 290.340 (1994), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing Work under the Contract.

2. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall forfeit as a penalty to the City ten dollars ($10.00) for each workman employed for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. §290.265 (1994), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work.

Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. §290.290 (1994), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filled in proper form and order.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project site at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise to the City's representative for resolution or interpretation. The name of the person selected as superintendent and his qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project engineer.

3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5, of the City of Wildwood Standard Specifications, the Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-Way without prior written consent of the Director of Public Works. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broomclean" or its equivalent, on a weekly basis except as otherwise specified. This includes "wash out" areas as approved.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE IV

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the Standard Specifications and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person on entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to

Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;

2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;

3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;

4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;

5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and

6. require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE V

SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves he right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the Superintendent of Streets if this condition occurs. The Superintendent of Streets and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area which undergoes additional excavation which is not indicated in the above scope of work and has not been approved by the Superintendent of Streets prior to the excavation. All additional excavation which becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The City will provide special inspection and testing services to verify the work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the City forty-eight hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

6.8 PAYMENT AND PERFORMANCE BOND

6.8.1 The Contractor shall furnish the payment and performance bond required in the Instructions to Bidders.

ARTICLE VII

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punchlist items deemed necessary by the City, exclusive of MSD-generated punchlist items. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE VIII

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By 12:00 P.M. on or before the tenth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if applicable, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as

amended by MO.Rev. Stat. 1994, and (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any liability relating to such Subcontractor. If any such claimed liability remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such claimed liability, including all costs and reasonable attorneys' fees.

8.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE IX

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;

2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE X

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the City.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the City.

10.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.2.5 The City and Contractor waiver all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE XI

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such

changes shall be binding on the City and the Contractor.

ARTICLE XII

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE XIII

SPECIAL PROVISIONS

13.1 OVERTIME

13.1.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of Wildwood of schedules overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

CITY HOLIDAYS

There are eleven (11) holidays. They are:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

13.2 PRECONSTRUCTION CONFERENCE

13.2.1 A preconstruction conference may be held prior to the issuance of a notice to proceed with the Work. This meeting will be attended by the Contractor, the City of Wildwood, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.3 SEQUENCE OF WORK

13.3.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.3.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary.

13.3.3 All pavement shall be placed back within 24 hours of removal.

13.4 CONSTRUCTION LIMITS

13.4.1 The construction limits consist of the public streets rights-of-way and acquired easement areas.

The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.5 TESTING

13.5.1 Materials Testing and Inspection Service: The City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations.

ARTICLE XIV

CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

14.1 TRAINING

14.1.1 CONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

14.1.2 Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection 14.1.1 shall be afforded 20 days to produce such documentation before being subject to removal from the project.

14.1.3 CONTRACTOR shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection 14.1.1.

14.1.4 Pursuant to Sec. 272.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY $2,500.00 plus $100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections 14.1.1 and 14.1.2 have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

ARTICLE 10

BID FORM PROPOSAL

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: L.F. Krupp Construction
dba Krupp Construction
413 Old State Rd
Ellisville, MO 63021

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by ***terraspec***, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

BASE PROPOSAL TOTAL 168,937.00

One Hundred ~~Sixty~~ Sixty-Eight Thousand Nine Hundred Thirty seven and 00/100 DOLLARS ($ ~~168,937.00~~ 168,937.00)

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

ITEM DESCRIPTION	PRICE PER UNIT
Over excavation and removal of unsuitable soil and replacement with suitable fill material.	$ 75.00 /CY.
Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures.	$ 45.00 /CY.
Rock Excavation and Disposal	$ 150.00 /CY.
Crushed Aggregate Pavement per Detail	$ 42.00 /SY.
Boulder Retaining Wall per Detail	$ 50.00 / FACE SF.
12" Dia. Corrugated, Plastic Culvert per Plan Notes	$ 35.00 /LF.
Plastic Flared End Section for Culvert	$ 400.00 /EA.
Rock Blanket per Detail	$ 145.00 /CY.
Seeded Lawns.	$ .50 /SF.
Railroad Crossing per Detail	$ 600.00 /EA.
Railroad/Pedestrian Crossing Sign per Detail	$ 300.00 /EA.

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

6. The undersigned agrees that he will complete said work by **June 30, 2016** or allow the Owner as **liquidated damages, the sum of Five Hundred Dollars ($500.00)** for each calendar day thereafter, that the Contract remains uncompleted. Computation of Contract time shall commence on the seventh (7th) day following the date of mailing by regular mail of the Notice to Proceed, and every calendar day following thereafter, except as provided herein, shall be counted as a working day.

7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.

8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.

9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.

10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified time period shall be replaced by the undersigned firm free of cost to the City.

11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.

13. The bid security attached in the sum of 5% ($7,446.85) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No.	N/A	Dated	
Addendum No.		Dated	
Addendum No.		Dated	

Respectfully submitted,

Mark Reizer

President

Name and Signature of Bidder

If an **INDIVIDUAL**

Name of Individual

Firm Name, if any

Residence Address

Address for Communications

If a **CORPORATION**

L.F. Krupp Construction
Name of Corporation

Mark Reizer
President
Name and Title of Officer

415 Old Stake Rd
Ellisville, MO 63021
Address for Communications

1 Incorporated under the laws of the State of Name of Corporation?

2. Licensed to do business in Missouri?

Yes ✓ No _____
(Check One)

If a **PARTNERSHIP**

Name of Partnership

Partner

Address for Communications

State names and residence addresses of all partners

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Krupp Construction

2. Address Bidder: 4150 Old State Rd Ellisville MO 636-3918844
City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	$ Value of Subcontractor
N/A		

A. Total of Above 0

B. Total Bid Amount 148937.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 0

MARK RIZER 12-4-15

The General Contractor shall perform 51% of the contract with his own company work force.

Mark Rizer
Name-Authorized Officer of Bidder

Signature-Office Bidder

12-3-2015
Date

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri,

COUNTY OF St. Louis,

Randy Brandt, being first duly sworn, deposes and says that he is Estimator *(sole owner, partner, president, secretary, etc.) of Krupp Construction, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

Randall Brandt

Subscribed and sworn to before me this 3 day of December, 2015.

Seal of Notary

Notary Public

SHARON M. DAVISON
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: July 21, 2016
Commission Number: 12380587

Bid Bond

CONTRACTOR:
(Name, legal status and address)
L.F. Krupp Construction, Inc. dba Krupp Construction
415 Old State Road
Ballwin, MO 63021

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
(860) 277-0111

OWNER:
(Name, legal status and address)
City of Wildwood
183 Plaza Drive
Wildwood, MO 63040
BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Bluff View Trail Site Improvements
(Name, location or address, and Project number, if any)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2015

Shari Downs
(Witness)

L.F. Krupp Construction, Inc. dba Krupp Construction
(Principal) *(Seal)*

(Title) Mark Reizer, President

Carolyn Sutton
(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

Barbara J. Lemm
(Title) **Barbara J. Lemm, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229546

Certificate No. 006404902

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, and Barbara J. Lemm

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 15th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

_____
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement "Agreement" is made and entered into this **14th** day of **March 2016**, by and between the **City of Wildwood, Missouri** (hereinafter called the "City") and **L.F. Krupp Construction**, with offices located at **415 Old State Road, Ellisville, Missouri 63021** (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: **One Hundred Thirty-Nine (139)**

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 **One Hundred Sixty-Eight Thousand Nine Hundred Thirty-Seven Dollars and No Cents ($168,937.00 - the "Contract Sum")** based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) 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 (20th) 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 **one hundred dollars ($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 installation of certain improvements that have been identified on the bid plans and specifications for a connector trail between Bluff View Park and Rock Hollow Valley to include, but not be limited to, the grade preparation, installation of the trail surfacing, placement of stormwater management infrastructure, and the necessary grading and other site preparation work, as needed and defined**, including traffic control and other incidental items as 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")

By_____
, Mayor

Attest:

_____
City Clerk

(the "Contractor")

By:_____

Printed Name: _____

_____
Title

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 100

ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$38.06	55	60	$20.71
Boilermaker	9/15		$32.76	126	7	$30.10
Bricklayer and Stone Mason	11/15		$32.50	72	5	$20.69
Carpenter	6/15		$36.34	77	41	$15.75
Cement Mason	6/15		$30.56	80	6	$17.30
Communication Technician			$30.35	44	47	$9.53 + 31.50%
Electrician (Inside Wireman)	8/15		$34.20	82	71	$10.78 + 39.5%
Electrician (Outside-Line Construction\Lineman)	9/15		$42.52	43	45	$5.00 + 36.5%
Lineman Operator	9/15		$36.70	43	45	$5.00 + 36.5%
Groundman	9/15		$28.38	43	45	$5.00 + 36.5%
Elevator Constructor	8/15	a	$45.09	26	54	$30.005
Glazier	6/15		$33.13	87	31	$19.58 + 10.53%
Ironworker	8/15		$32.88	11	8	$23.825
Laborer (Building):						
General			$30.57	97	26	$14.02
First Semi-Skilled			$30.31	114	27	$14.02
Second Semi-Skilled			$29.92	109	3	$13.72
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		$31.08	92	26	$15.45
Marble Mason	10/15		$31.43	76	51	$14.17
Marble Finisher	10/15		$26.18	76	51	$13.47
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		$32.16	3	66	$24.16
Group II	6/15		$32.16	3	66	$24.16
Group III	6/15		$30.26	3	66	$24.16
Group III-A	6/15		$32.16	3	66	$24.16
Group IV	6/15		$26.80	3	66	$24.16
Group V	6/15		$26.80	3	66	$24.16
Painter	10/15		$31.65	104	12	$13.76
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	7/15		$37.00	91	69	$26.68
Plasterer	7/15		$31.06	67	3	$17.63
Plumber	7/15		$37.00	91	69	$26.68
Roofer \ Waterproofer			$30.70	15	73	$16.67
Sheet Metal Worker	10/15		$39.63	32	26	$21.72
Sprinkler Fitter - Fire Protection	10/15		$41.96	66	18	$21.62
Terrazzo Worker	6/15		$32.11	116	5	$13.37
Terrazzo Finisher	10/15		$30.35	116	5	$11.84
Tile Setter	10/15		$31.43	76	51	$14.17
Tile Finisher	10/15		$26.18	76	51	$13.47
Traffic Control Service Driver			$27.35	83	17	$9.045
Truck Driver-Teamster			$30.41	35	36	$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts: Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 16: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars ($2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. and ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the staring time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the staring time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars ($2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus $3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

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NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $28.81 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

NO. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

NO. 18: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

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NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 71: All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	$36.34	11	7	$15.75
Cement Mason	6/15	$30.56	17	11	$17.30
Electrician (Outside-Line Construction\Lineman)	9/15	$42.52	9	12	$5.00 + 36.5%
Lineman Operator	9/15	$36.70	9	12	$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	$24.99	32	31	$9.95 + 3%
Groundman	9/15	$28.38	9	12	$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	$19.80	32	31	$8.10 + 3%
Laborer					
General Laborer		$30.57	16	10	$14.02
Millwright	6/15	$36.34	11	7	$15.75
Operating Engineer					
Group I	6/15	$32.16	10	9	$24.16
Group II	6/15	$32.16	10	9	$24.16
Group III	6/15	$30.86	10	9	$24.16
Group IV	6/15	$27.40	10	9	$24.16
Oiler-Driver	6/15	$27.86	10	9	$24.16
Pile Driver	6/15	$36.34	11	7	$15.75
Traffic Control Service Driver		$27.35	26	26	$9.045
Truck Driver-Teamster		$30.41	25	21	$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

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OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 10: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. **For all overtime hours worked during the week or on Saturday $14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.70 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 16: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

NO. 17: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather; Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 7: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 10: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

NO. 11: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 26: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

BILL NO.: 2159 **ORDINANCE NO.: 2159**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN EASEMENT AGREEMENT WITH THE WINDSOR CREST HOMEOWNERS ASSOCIATION TO TRANSFER ITS EXISTING RETENTION FACILITY LOCATED WITHIN THE CITY'S COMMUNITY PARK PROPERTY TO THE CITY OF WILDWOOD, MISSOURI, FOR ITS LONG-TERM CONTROL, MAINTENANCE, AND EVENTUAL USE IN CONJUNCTION WITH THE APPROVED CONCEPT PLAN FOR THIS PUBLIC PARK SITE. (Wards – All)

WHEREAS, the City of Wildwood purchased its future community park site in May 2009, at which time it already had an existing retention pond located upon it from the Windsor Crest Subdivision, which is located directly to the east of the park's boundary; and

WHEREAS, this facility was granted the rights-of-use by the previous owner of the property, before the City of Wildwood's purchase of it, through an easement agreement with the original developer of this residential subdivision, which was then transferred to the homeowners association shortly thereafter; and

WHEREAS, when the Concept Plan was being developed for this sixty-six (66) acre community park site, the citizens committee, the consultants, and City officials agreed the retention pond could serve as a starting point for a series of lakes that would become one (1) of the major focal points of this facility; and

WHEREAS, in cooperation with the trustees of the Windsor Crest Homeowners Association, the City of Wildwood has been working with them to create an easement agreement that would transfer the responsibility of this facility to the City of Wildwood forever, while maintaining the necessary stormwater function of it for the subdivision's purposes; and

WHEREAS, after the development of an agreement by the City Attorney of the City of Wildwood, it was forwarded to the trustees of the homeowners association for their review and comment, who then provided it to their legal counsel for consideration and direction; and

WHEREAS, this review resulted in a few changes to the agreement, which all of the parties agreed were acceptable, and was shortly thereafter finalized and presented to City Council at its Work Session on February 8, 2016, such occurring after being favorably reviewed and recommended by the Planning/Economic Development/ Parks Committee, as well; and

WHEREAS, with this action of the Committee and City Council, the legislation can now be prepared to allow this reasonable and appropriate transfer of the facility to the City of Wildwood, Missouri to proceed forward to its intended conclusion; and

WHEREAS, the City Council has determined this action is consistent with its responsibility to protect the public's health, safety, and general welfare in all of its actions, which it believes is met herein.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to enter into this Easement Agreement with the trustees of the Windsor Crest Subdivision for the transfer of its retention pond, and associated easement and rights thereto, to the City of Wildwood, Missouri for public use forever, which will include its maintenance, upkeep, future reconfiguration, and use, consistent with the terms of the attached agreement identified as Exhibit A hereafter.

Section Two. This Easement Agreement shall be signed by all required parties, including the Metropolitan St. Louis Sewer District (MSD), and this transfer shall not include any compensation to any of the parties involved, regardless of associated expenses.

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 _____, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

_____ _____

Presiding Officer The Honorable Timothy Woerther, Mayor

ATTEST:

_____ _____

City Clerk City Clerk

WILDWOOD

January 26, 2016

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

Re: Windsor Crest Easement Agreement for Stormwater Drainage and Retention Easement

The Planning/Economic Development/Parks Committee is in receipt of the final agreement from the trustees of the Windsor Crest Homeowners Association relative to their retention facility that was constructed on the City's community park site, before Wildwood purchased it from the owner who had previously granted the easement for its development there. This agreement transfers all the current responsibilities of the subdivision relative to this facility to the City and allows it to assume its maintenance and upkeep. The City sought this release from the Homeowners Association for the following reasons:

1. The retention facility is located on City-owned property, since Wildwood's purchase of the larger tract of land in 2009. With the easement transferred to the City, any liability issue is eliminated and Wildwood has control over its maintenance and upkeep as well, thereby ensuring its condition does not create a legal issue in the future.
2. The change in the facility's ownership is a plus for the homeowners of the Windsor Crest Subdivision in terms of their liability for this facility, now located on a popular park site.
3. The approved Concept Plan for Community Park indicates this facility being changed and becoming a part of a series of lakes, which will make it an amenity of the park, and for the overall area.
4. The release of the easement allows the City greater control over access in this area, particularly after-hours. This change improves security associated with this portion of the park.

The trustees of the Homeowners Association did consult with their legal counsel and two (2) changes were requested to the agreement, as part of its review. The Committee requested the subdivision's attorney contact the City Attorney to discuss the changes, which were characterized as minor, and the parties agreed upon amendments. These changes are as follows from the original agreement that had been submitted to the Committee in 2015.

1. A stipulation guaranteeing the City would not obstruct stormwater flow from the subdivision to this facility.

2. A limited indemnification to the subdivision relative to stormwater flow, if the facility is blocked or otherwise becomes non-functional.

With these changes agreed upon by the parties, the document is now ready for review and action by the City Council, given the Committee has also endorsed this agreement and its content (vote of 6 to 0 for approval). The Committee noted in its approval this retention facility is to be reshaped and reused in a future phase of the development of community park to create a chain of lakes that would be part of the active use area. Additionally, with the multiple-use trail's construction completed, as part of the City's Phase One project in community park, it is now in close proximity to this retention basin and is in the best interest of the City to oversee its use and maintenance. This oversight will protect the City and the Homeowners Association from any future liability issues that might arise. The Committee would also want to note its appreciation to the trustees of the subdivision for their cooperation in this regard.

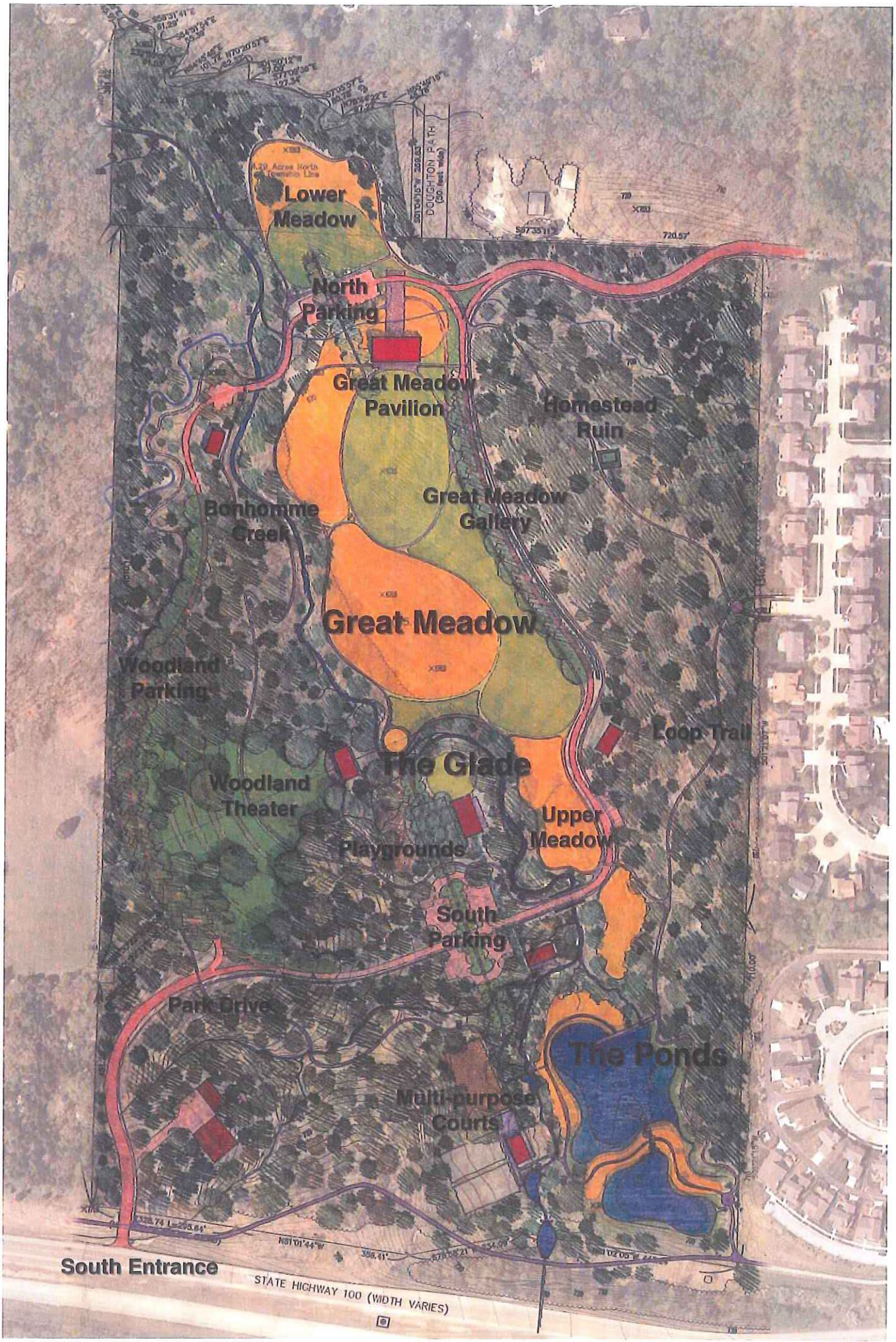
If any of the City Council Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Jim Van Nest, President, Windsor Crest Homeowners Association

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.


Lower Meadow
North Parking
Great Meadow Pavilion
Homestead Ruin
Great Meadow Gallery
Bonhomme Creek
Great Meadow
Woodland Parking
Loop Trail
The Glade
Woodland Theater
Upper Meadow
Playgrounds
South Parking
Park Drive
The Ponds
Multi-purpose Courts
South Entrance
STATE HIGHWAY 100 (WIDTH VARIES)
DOUGHTON PATH
720.57'

WILDWOOD

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT:	FIRST AMENDMENT TO STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT
DATE OF DOCUMENT:	December __, 2015
GRANTOR(S): **MAILING ADDRESS:**	**CITY OF WILDWOOD, MISSOURI** 16860 Main Street Wildwood, Missouri 63040
GRANTEE(S): **MAILING ADDRESS:**	**WINDSOR CREST HOMEOWNERS' ASSOCIATION** C/O Community Managers Associates, Inc. 14323 S. Outer Forty Road, Ste. 301N Chesterfield, Missouri 63017
LEGAL DESCRIPTION:	See **Exhibit B** attached hereto
REFERENCE BOOK AND PAGE:	Book 15078, Page 0513; Book 15078, page 0518

FIRST AMENDMENT
TO
STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT

This First Amendment to Storm Water Drainage and Retention Easement Agreement (this "Amendment"), is entered into as of this _____ day of December, 2015 (the "Effective Date"), by and between **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, having an address of 16860 Main Street, Wildwood, Missouri 63040 (the "City") and **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, having an address of c/o Community Managers Associates, Inc., 14323 S. Outer Forty Road, Ste. 301N, Chesterfield, MO 63017 (the "Association") (collectively, the foregoing may be referred to herein as the "Parties").

RECITALS:

A. Pursuant to that certain Storm Water Drainage and Retention Easement Agreement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0518 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Easement Agreement"), the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/01, has granted to the Association, as successor in interest to McBride & Son Homes, Inc., an easement for the construction and maintenance of a storm water retention and drainage system, which consists of a pond or lake, intake facilities and spillways (the "Retention Facilities") upon the certain real property located in the City of Wildwood, St. Louis County, Missouri, as more fully described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property").

B. The Parties desire for the City to maintain the Retention Facilities.

NOW, THEREFORE, in consideration of good and valuable consideration (the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties), the Parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not defined herein shall have the same meanings as set forth in the Easement Agreement.

2. Maintenance. The Parties hereby agree that, notwithstanding Section 1.1 of the Easement Agreement, the City shall have the sole right and responsibility to construct, repair, reconstruct, replace, alter, modify, improve and maintain the Improvements described or depicted on Exhibit B at the City's sole expense. The City may alter the size or location of the Improvements in its discretion after prior written notice to the Association, provided that the Improvements meet the reasonable storm water discharge, drainage and retention needs of the Association, and shall not prohibit, obstruct or otherwise decrease the speed or volume of intake flow of storm water.

2.1 Indemnification. Because the City agrees to control and be responsible for the Retention Facilities on its Property, the City shall indemnify, defend and hold harmless the Association for any potential claims, complaints, lawsuits or damages pursued against the Association relating to the Retention Facilities that arise after the execution of this Amendment.

3. Retention Easement Dated July 14, 2003. In addition to the Easement Agreement, the Parties acknowledge that they are parties to a certain Retention Easement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0513 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Retention Easement"), wherein the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/21, has granted to the Association a retention

easement for the exclusive right to build and maintain sewers on certain land identified therein. The Parties hereby acknowledge and agree that all rights, responsibilities and expense incurred to the City with regard to the Improvements described in Section 2 above shall also apply to the sewers described in the Retention Easement. Further, the City shall provide prior written notice to the Association of any additional sewers proposed to be installed.

4. St. Louis Metropolitan Sewer District. The Parties acknowledge and agree that the approval of the St. Louis Metropolitan Sewer District is required to amend the Easement Agreement and such approval has been duly given.

5. Ratification. As amended hereby, the Easement Agreement is ratified by the Parties and shall remain in full force and effect. Except as set forth in this Amendment, all terms of the Easement Agreement shall remain in full force and effect from and after full execution of this Amendment by the Parties, and the Easement Agreement shall thereafter include all provisions in this Amendment.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. This Amendment, or any counterparts thereof, may be executed and transmitted by facsimile or by electronic mail, which will have the same force and effect as an originally executed document.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Easement Agreement as of the Effective Date.

CITY OF WILDWOOD, MISSOURI,
a municipality organized under the laws of
the State of Missouri

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, and that said instrument was signed on behalf of said municipality, and said _____ acknowledged said instrument to be the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State set forth above on the date last written above.

_____
Notary Public

My term expires:

WINDSOR CREST HOMEOWNERS' ASSOCIATION,
a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said association, and said _____ acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State set forth above on the date last written above.

_____
Notary Public

My term expires:

EXHIBIT A

Order Number: 00-05-098
Date: June 16, 2003
Page 1 of 1 By: DLG

PROPERTY DESCRIPTION

Project: MANCHESTER @ 109 (BOWERS TRACT)
Description: SCHNEIDER PROPERTY (12633/631)

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 35 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

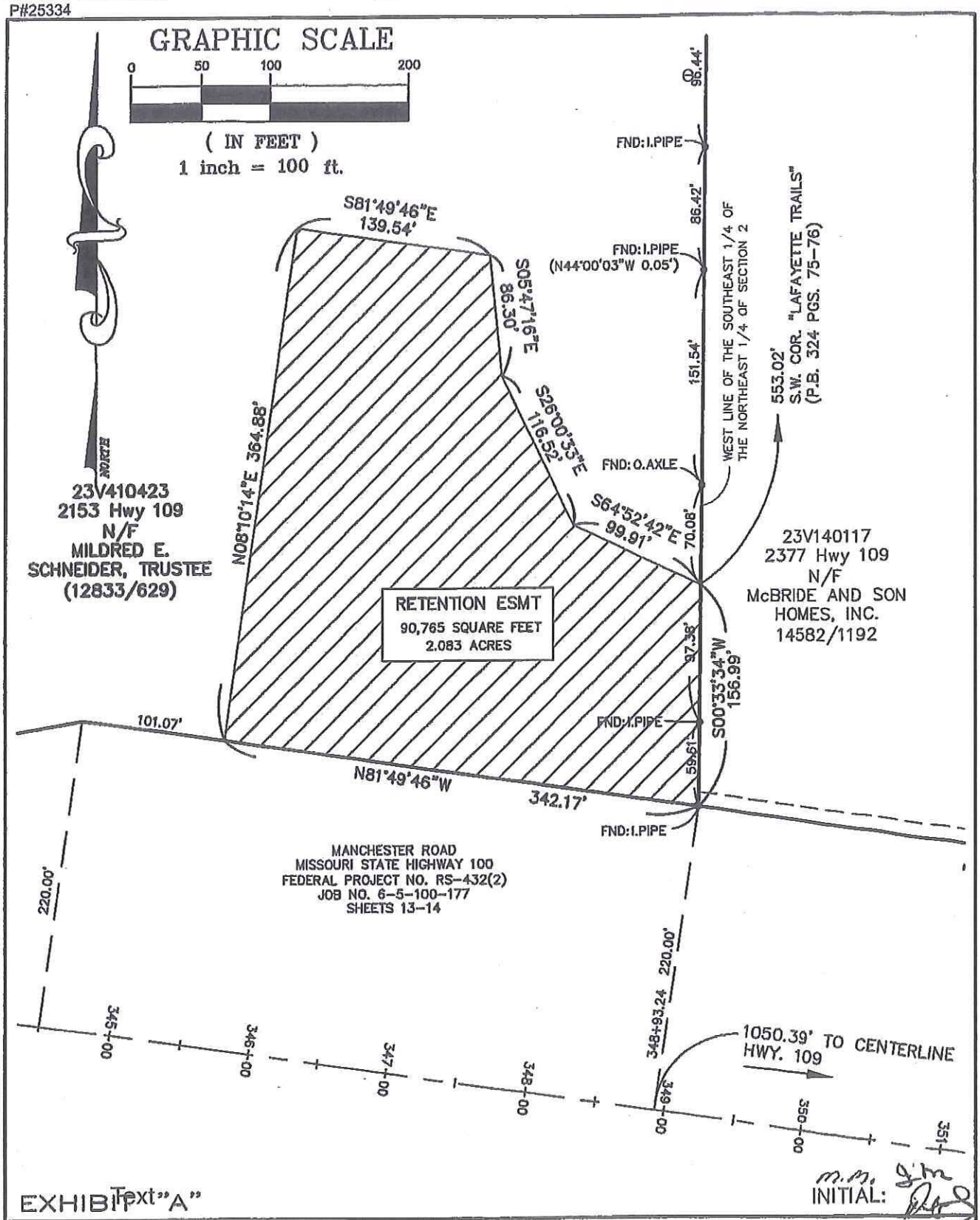
PARCEL 1:
A TRACT OF LAND IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 3 EAST, CONTAINING 4 ACRES, MORE OR LESS, AND DESCRIBED AS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 9.25 CHAINS TO A STONE; THENCE NORTH TO A BRANCH WHICH RUNS WEST; THENCE DOWN SAID BRANCH TO THE WEST LINE OF THE SOUTHEAST QUARTER AND THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 2:
ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, LYING NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS. EXCEPTING THEREFROM A GRAVEYARD 30.00 FEET SQUARE IN THE SOUTHWEST CORNER OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, RESERVED IN DEED RECORDED IN BOOK 12 PAGE 116 OF THE ST. LOUIS COUNTY RECORDS

EXHIBIT B

UNOFFICIAL COPY

WINDSORCREST
OFFSITE-RETENTION
P#25334



EASEMENT PLAT

A TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 44 NORTH. RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

G:\D\0005098 Wildwood Hwy 109\SCHNEIDER.dwg 05/14/2003 08:48:52 AM CDT

UNOFFICIAL COPY

THE STERLING CO
ENGINEERS & SURVEYORS
5055 New Baumgartner Rd
St. Louis, Missouri 63129
Tel 314.487.0440
Fax 314.487.8944

Order Number: 00-05-098
Date: June 16, 2003
Page 1 of 1 By: DLG

PROPERTY DESCRIPTION

Project: MANCHESTER @ 109 (SCHNEIDER TRACT)
Description: OFFSITE RETENTION EASEMENT - REVISED 07-02-03 TJH

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COMMON POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 AND THE NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MILDRED E. SCHNEIDER AS RECORDED IN DEED BOOK 12833 PAGE 629 OF THE ST. LOUIS COUNTY RECORDS; THENCE WITH THE NORTH LINE OF SAID HIGHWAY 100, NORTH 81°49'46" WEST A DISTANCE OF 342.17 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, NORTH 08°10'14" WEST A DISTANCE OF 364.88 FEET TO A POINT; THENCE SOUTH 81°49'46" EAST A DISTANCE OF 139.54 FEET TO A POINT; THENCE SOUTH 05°47'16" EAST A DISTANCE OF 86.30 FEET TO A POINT; THENCE SOUTH 26°00'33" EAST A DISTANCE OF 116.52 FEET TO A POINT; THENCE SOUTH 64°52'42" EAST A DISTANCE OF 99.91 FEET TO A POINT ON THE EAST LINE ON THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 00°33'34" WEST A DISTANCE OF 156.99 FEET TO THE POINT OF BEGINNG AND CONTAINING 90,765 SQUARE FEET (2.083 ACRES) MORE OR LESS.

BILL #2160 **ORDINANCE #2160**

AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, TRUST INDENTURE, A JOINT ROADWAY MAINTENANCE AGREEMENT FOR WAKEFIELD FARM ROAD, AND DEPOSIT AGREEMENT, TO BE SECURED BY ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A SEVEN (7) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED UPON A THIRTY-SIX (36) ACRE TRACT OF LAND, BEING PART OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, ACCORDING TO THE BOUNDARY ADJUSTMENT PLAT, RECORDED IN BOOK 347, PAGE 493 OF THE ST. LOUIS COUNTY RECORDS; AND CONTAINED IN THE SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST SIDE OF WAKEFIELD FARM ROAD, NORTH OF STATE ROUTE 100; HEREAFTER TO BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION." (WARD ONE)

WHEREAS, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the use and subdivision of land that were intended to promote the implementation of "best development practices" within this community; and

WHEREAS, the Planning and Zoning Commission and the City Council adopted a Master Plan that created four (4) conceptual land use classifications for the community, one (1) of which is the NU Non-Urban Residential Area; an area where single family residential land uses at a three (3) acre density are encouraged due to the lack of supporting infrastructure and utilities and the prevalence of steep topography and other environmental factors; and

WHEREAS, the Non-Urban Residential Areas of the City are intended to preserve the rural character of designated properties within its boundaries, while encouraging innovative designs, preservation of the natural characteristics of the site, and the efficient and cost-effective extension of services and utilities, where available; and

WHEREAS, the owner of this 36.31 acre tract of land submitted a Preliminary Plat to the City for the creation of seven (7) lots, ranging from 3.159 acres to 12.44 acres in size, which are served by a system of internal, private cul-de-sac streets, as well as addressing the Natural Resource Protection Standards and Public Space Requirements (off-site improvements to Wakefield Farm Road) for this Non-Urban Residence District zoned development; and

WHEREAS, the Planning and Zoning Commission considered this plan/plat request, which identified areas of the property for development and protection, and established parameters for the placement of all improvements, and approved it on March 3, 2014; and

WHEREAS, Improvement Plans, the detailed engineering drawings, were then reviewed by the City of Wildwood, and received approval of the design of public and private subdivision improvements for the internal roadway, stormwater management facilities, individual household treatment systems for wastewater, grading and related items, and other considerations necessary for the proper integration and design of this subdivision into the surrounding area; and

WHEREAS, the seven (7) lots that will be created by this subdivision appear to fully meet and comply with all the requirements of the *Subdivision and Development Regulations* of the City of Wildwood with regards to their lot size and width, setbacks, and tree preservation requirements, as well as meeting the Natural Resource Protection Standards relative to soil and slope characteristics of the property; and

WHEREAS, given Wakefield Farm Road provides sole access to these proposed seven (7) lots, the owner has submitted a Joint Roadway Maintenance Agreement for its shared maintenance responsibility among its collective users, including these owners; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted ordinances, codes, and regulations governing the development and use of land for the health, safety, and welfare of its residents.

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

Section One. The City Council of the City of Wildwood, Missouri hereby approves the Record Plat (attached hereto), Trust Indenture, a Joint Roadway Maintenance Agreement for Wakefield Farm Road, and Deposit Agreement, to be secured by associated Letters of Credit guaranteeing certain required improvements, for a seven (7) lot residential subdivision that is located upon a thirty-six (36) acre tract of land, being part of Adjusted Lot B Of Witbrodt/Wakefield Farm Road, according to the Boundary Adjustment Plat, recorded in Book 347, Page 493 of the St. Louis County Records; and contained in the Section 3, Township 44 North, Range 3 East, City Of Wildwood, St. Louis County, Missouri, and more specifically situated on the east side of Wakefield Farm Road, north of State Route 100; hereafter to be known as "Wakefield Forest Subdivision." These lots are graphically represented on the attached plat and accompanying legal descriptions and hereby adopted and made a part of this ordinance.

Section Two. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Record Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The Director of Planning and the City Attorney are hereby also authorized to attest to the approval of the Trust Indenture and Joint Roadway Maintenance Agreement, which are a part of this proposed residential subdivision, by authorizing their recording as well. The petitioner is required and directed to record the approved Record Plat (within sixty (60) days of its approval by the City Council of the City of Wildwood, Missouri), Trust Indenture, and Joint Roadway Maintenance Agreement in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Section Three. The Mayor, the City Attorney, and the Director of Planning are hereby authorized to sign the Deposit Agreement guaranteeing the installation of required subdivision improvements in this development indicating its compliance to the requirements of the City in this regard.

Section Four. This ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and a recorded copy of the Record Plat and Trust Indenture are returned to the City by the petitioner.

THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2016 BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

Presiding Officer	**Timothy Woerther, Mayor**
ATTEST:	
City Clerk	**City Clerk**

WAKEFIELD FOREST SUBDIVISION

ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD
SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST
CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI
ZONING: NU NON-URBAN RESIDENCE DISTRICT

OWNER'S CERTIFICATE

THE UNDERSIGNED, OWNER OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREINAFTER BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION".

THE PRIVATE STREETS TO BE KNOWN AS WAKEFIELD MEADOW COURT (40 FEET WIDE) AND WAKEFIELD BLUFF COURT (40 FEET WIDE) AS SHOWN HACHURED ON THIS PLAT, TOGETHER WITH ALL ROUNDINGS AND CUL-DE SACS LOCATED AT THE STREET INTERSECTIONS, ARE HEREBY DEDICATED TO THE LOT OWNERS OF WAKEFIELD FOREST SUBDIVISION, THEIR SUCCESSORS AND ASSIGNS FOR THE EXCLUSIVE USE OF INGRESS AND EGRESS FOREVER, AND ARE TO BE MAINTAINED BY THE TRUSTEES OF WAKEFIELD FOREST SUBDIVISION.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, THE TRUSTEES OF WAKEFIELD FOREST SUBDIVISION, MISSOURI-AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, AMEREN UNION ELECTRIC COMPANY, AND THE RELEVANT TELEPHONE AND CABLE TELEVISION COMPANIES, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, REPLACING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES AND FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID UTILITIES AND FACILITIES. ANY EXCAVATIONS MADE IN THE ABOVE-DESCRIBED PROPERTY BY ANY OF THE ABOVE PARTIES, SHALL BE RESTORED AS NEARLY AS PRACTICAL TO ITS FORMER CONDITION, INCLUDING RE-VEGETATION.

ALL COMMON GROUND EASEMENTS, SUCH AS CUL-DE-SAC ISLANDS, AND SIGHT TRIANGLE EASEMENTS ARE HEREBY DEDICATED TO THE TRUSTEES OF THE AFOREMENTIONED SUBDIVISION FOR LANDSCAPE MAINTENANCE. HOWEVER NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BY CONSTRUCTED OR INSTALLED WITHOUT AUTHORIZATION BY THE DEPARTMENT OF PUBLIC WORKS THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

PERMANENT DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TRUSTEES OF THE AFOREMENTIONED SUBDIVISION FOR SEWER AND DRAINAGE FACILITIES WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR, OR REPLACEMENT OF SAID FACILITIES. ANY EXCAVATIONS MADE IN THE ABOVE-DESCRIBED PROPERTY BY ANY OF THE ABOVE PARTIES, SHALL BE RESTORED AS NEARLY AS PRACTICAL TO ITS FORMER CONDITION, INCLUDING RE-VEGETATION.

RETAINING WALL EASEMENT IS HEREBY DEDICATED TO THE TRUSTEES OF THE AFOREMENTIONED SUBDIVISION FOR THE INSTALLATION, REPAIR, OR REPLACEMENT OF A RETAINING WALL.

ALL EASEMENTS HAVE BEEN LOCATED AND IDENTIFIED ON THIS PLAT PER PROVIDED TITLE COMMITMENT BY ARCH CITY TITLE LLC, FILE NO: 86arcV REVISION 2 WITH AN EFFECTIVE DATE OF DECEMBER 09, 2014.

BUILDING LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT.

THIS SUBDIVISION IS SUBJECT TO PRESCRIPTIVE RIGHTS GRANTED BY EASEMENT FOR ROADWAY AND UTILITY PURPOSES GRANTED BY THE ROADWAY AND UTILITY EASEMENT RECORDED IN BOOK 7000 PAGE 272 AND JOINT AGREEMENT RECORDED IN BOOK _____, PAGE _____, IN THE ST. LOUIS COUNTY RECORDS.

THIS SUBDIMSION IS SUBJECT TO CONDITIONS, RESTRICTIONS, AND ROADWAY MAINTENANCE OBLIGATIONS CONTAINED IN AN INSTRUMENT FILED IN DEED BOOK _____, PAGE _____, IN THE ST. LOUIS COUNTY RECORDS.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY ANY DELINQUENT TAXES.

IN WITNESS HEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016.

FISCHER & FRICHTEL CUSTOM HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY

BY:_____
JOHN W. FISCHER
DIRECTOR OF THE BOARD

STATE OF MISSOURI)SS
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED JOHN W. FISCHER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY TERM EXPIRES: _____

_____
NOTARY PUBLIC

MORTGAGEE CONSENT

WHEREAS, THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES BY DEED IN _____, PAGE _____, OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE, JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF WAKEFIELD FOREST SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL THIS _____ DAY OF _____.

_____
[AUTHORIZED AGENT & TITLE]

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

ON THIS _____ DAY OF _____, 2016, BEFORE ME APPEARED_____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE _____ OF _____ A CORPORATION OF THE STATE OF MISSOURI, THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND SAID OF _____, 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 COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY TERM EXPIRES: _____

_____
NOTARY PUBLIC

CITY CERTIFICATION

THIS ACKNOWLEDGMENT CERTIFIES THIS SUBDIVISION PLAT OF "WAKEFIELD FOREST SUBDIVISION" WAS APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THE _____ DAY OF _____, 20____.

CITY OF WILDWOOD PLANNING DEPARTMENT

_____
JOE VUJNICH-DIRECTOR OF PLANNING

I, ELIZABETH WEISS, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NO. _____ UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI 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, ST. LOUIS COUNTY, MISSOURI ON THIS _____ DAY OF 20____.

_____
ELIZABETH WEISS - CITY CLERK

TITLE COMMITMENT:

ARCH CITY TITLE, LLC
FILE NO: 86arcV REVISION 2
EFFECTIVE DATE: DECEMBER 09, 2014
SCHEDULE B - SECTION II

ITEMS 1-3 STANDARD EXCEPTIONS PER TITLE POLICY NOT PLOTTABLE OR WITH INFORMATION THAT CAN NOT BE SHOWN HEREON.

ITEM 3. 30 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF WITBRODT/WAKEFIELD FARM ROAD BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 347 PAGE 495. (AS SHOWN HEREON)

ITEM 4. RESERVATION OF A PRIVATE ROAD BY GEORGE L. FRAZIER, ADMINISTRATOR OF THE ESTATE OF JOEL R. FRAZIER, DECEASED BY THE ADMINISTRATOR'S DEED RECORDED FEBRUARY 18, 1895 IN BOOK 76 PAGE 596. (DOES NOT EFFECT SUBJECT TRACT)

ITEM 5. EASEMENT GRANTED TO UNION ELECTRIC COMPANY OF MISSOURI BY THE INSTRUMENT RECORDED IN BOOK 1630 PAGE 452. (OFFSITE, DOES NOT EFFECT SUBJECT TRACT)

ITEM 6. EASEMENT FOR ROADWAY AND UTILITY PURPOSES GRANTED BY THE ROADWAY AND UTILITY EASEMENT RECORDED IN BOOK 7000 PAGE 272, AFFECTS PARCEL 1. (AS SHOWN HEREON)

ITEM 7. RIGHT OF WAY OF WAKEFIELD FARM ROAD OVER THAT PART OF THE SUBJECT LAND EMBRACED THEREIN, AFFECTS PARCEL 1. (PAVEMENT LOCATED WITHIN ROADWAY AND UTILITY EASEMENT RECORDED IN BOOK 7000 PAGE 272)

PARENT TRACT LAND DESCRIPTION (PER TITLE COMMITMENT)

PARCEL 1:
ADJUSTED LOT B OF "WITBRODT/WAKEFIELD FARM ROAD" BOUNDARY ADJUSTMENT PLAT, ACCORDING TO THE BOUNDARY ADJUSTMENT PLAT THEREOF RECORDED IN PLAT BOOK 347 PAGE 493 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL 2 (EASEMENT):
THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY THE ROADWAY AND UTILITY EASEMENT EXECUTED BY AND AMONG EARL H. ROSS AND ROSE ANN ROSS, HIS WIFE; ROY C. ROSS AND JUANITA ROSS, HIS WIFE; CHARLES W. DEWITT, JR. AND SUSAN W. DEWITT, HIS WIFE, DATED OCTOBER 7, 1977 AND RECORDED OCTOBER 10, 1977 IN BOOK 7000 PAGE 272.

PARENT TRACT SURVEYOR'S DESCRIPTION:

ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, A BOUNDARY ADJUSTMENT PLAT ACCORDING TO PLAT BOOK 347 PAGE 493 OF THE ST. LOUIS COUNTY RECORDS, SITUATED IN SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID ADJUSTED LOT B WITH THE SOUTH LINE OF WAKEFIELD FARM, A SUBDIVISION ACCORDING TO PLAT BOOK 177 PAGE 100 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 01 MINUTES 32 SECONDS EAST, 1,400.00 FEET TO THE EAST LINE OF SAID ADJUSTED LOT B;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 33 MINUTES 37 SECONDS WEST, 1,262.42 FEET TO THE SOUTH LINE OF SAID ADJUSTED LOT B;

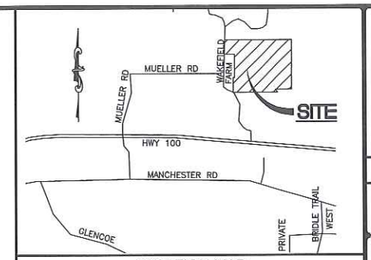
THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 59 MINUTES 48 SECONDS WEST, 415.68 FEET; SOUTH 19 DEGREES 17 MINUTES 36 SECONDS EAST, 52.93 FEET; NORTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, 763.16 FEET TO THE EAST LINE OF ADJUSTED LOT A OF SAID BOUNDARY ADJUSTMENT PLAT;

THENCE ALONG THE COMMON LINE OF SAID ADJUSTED LOTS A AND B THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 302.81 FEET; SOUTH 89 DEGREES 42 MINUTES 20 SECONDS EAST, 30.00 FEET; NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 726.34 FEET TO THE NORTH LINE OF SAID ADJUSTED LOT A;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 42 MINUTES 20 SECONDS WEST, 263.03 FEET TO THE WEST LINE OF ADJUSTED LOT B, AS AFOREMENTIONED;

THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 325.99 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 36.31 ACRES IS BASED ON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF DECEMBER, 2014 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.



LOCATION MAP
NOT TO SCALE

PERTINENT PROPERTY DATA

CURRENT OWNER	=	FISCHER & FRICHTEL CUSTOM HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY
DEVELOPER	=	FISCHER & FRICHTEL
SITE ADDRESS	=	2012 LYNDA JAYNE WILDWOOD, MO 63038
LOCATOR NUMBER	=	23W510098
SITE ACREAGE	=	36.31 ACRES ±
FIRM MAP:	=	29189C0235
FLOOD ZONE:	=	ZONE X
PARKING SPACES REQUIRED	=	2 PER HOUSE =14
PARKING SPACES PROVIDED	=	3 CAR GARAGES FOR ALL UNITS, 21 SPACES PROVIDED
COMMON GROUND	=	0.037 ACRES / 1,602 SQUARE FEET

SERVICE PROVIDERS

SCHOOL DISTRACT	=	ROCKWOOD
FIRE DIST.	=	METRO WEST FIRE PROTECTION DISTRICT
SEWER	=	EACH LOT WILL BE SERVED BY PRIVATE SEPTIC SYSTEMS
WATER	=	MISSOURI-AMERICAN WATER COMPANY
GAS	=	LACLEDE GAS COMPANY
PHONE	=	AT&T TELEPHONE
ELECTRIC	=	AMEREN UE
CABLE	=	CHARTER COMMUNICATIONS
ZIP CODE	=	63038 GLENCOE
POLICE	=	ST. LOUIS COUNTY - WILDWOOD PRECINCT
CITY COUNCIL	=	WARD 1
WATERSHED	=	BONHOMME CREEK

GENERAL NOTES:

1. ALL BEARINGS AND DISTANCES ARE RECORDED (R) AND SURVEYED (S), UNLESS OTHERWISE NOTED.
2. BASIS OF BEARING: GRID BEARINGS BASED ON NAD 83 (CORS), MISSOURI EAST ZONE STATE PLANE COORDINATES, DETERMINED USING A TRIMBLE R10 GNSS RECEIVER, TRIMBLE TSC3 CONTROLLER, TRIMBLE SOFTWARE, AND THE MODOT REAL TIME KINEMATIC VIRTUAL REFERENCE STATION NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS).
3. SOURCE AND CORNER OF RECORD: OLD STONE LOCATED AT THE MOST NORTHWESTERN CORNER OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, A BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 347, PAGE 493 OF THE ST LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
4. AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT FALLS IN UNSHADED ZONE "X"; AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ST LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, PANEL 260 OF 445, MAP NUMBER 29189C0260K, EFFECTIVE DATE OF FEBRUARY 4, 2015.
5. BENCHMARK INFORMATION: NAVD 88 ELEVATION OF 784.12 FEET. NOS PID AA8734, SL 93, STANDARD DNR GRS ALUMINUM DISK STAMPED "SL-93 1991" SET IN A 12 IN. DIAMETER CONCRETE POST, 23' SOUTH OF THE CENTERLINE OF MANCHESTER ROAD, 83' WEST OF THE CENTERLINE OF SCHOOL DRIVEWAY, AND APPROXIMATELY 0.6 MILES WEST OF THE INTERSECTION OF HIGHWAY 109 AND MANCHESTER ROAD.

   SITE BENCHMARKS:

   ELEVATION=759.40, OLD STONE WITH CROSS MARKING THE MOST NORTHWESTERN CORNER OF ADJUSTED LOT B BEING 9.6 FEET WEST OF THE EDGE OF PAVEMENT OF WAKEFIELD FARM DR. AND 24.2 FEET EAST OF A UTILITY POLE.

   ELEVATION=772.37, COTTON PICK SPINDLE ON WEST FACE OF UTILITY POLE 1' FOOT ABOVE BASE OF UTILITY POLE ON THE NORTH LINE OF ADJUSTED LOT A BEING 20.3 FEET EAST OF THE EDGE OF PAVEMENT OF WAKEFIELD FARM DR AND 62.3 WEST OF A 3'x16' PROPANE TANK.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY TO: FISCHER & FRICHTEL

THAT AT THEIR REQUEST DURING THE MONTH OF FEBRUARY, 2015, COLE & ASSOCIATES INC. HAS PREPARED A SUBDIVISION PLAT OF THE ABOVE DESCRIBED TRACT. THIS PLAT IS BASED ON A BOUNDARY SURVEY COMPLETED BY COLE & ASSOCIATES INC. THIS RECORD PLAT AND THE SURVEY ON WHICH IT IS BASED WERE EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR URBAN CLASS PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS.

COLE AND ASSOCIATES INC.
L.S. 266-D

PROJECT NO. 13-0073

STEVEN A. BORGMANN, PLS
MISSOURI CERT. NO. P.L.S. 2583
DATE OF PLAT OR MAP:_____

NO	REVISION DESCRIPTION	DATE
1	ADDED 15' ESMT	20150408
2	CITY COMMENTS	20150814
3	CITY COMMENTS	20151202
4	CLIENT COMMENTS	20160205

DEVELOPER/OWNER:
FISCHER AND FRICHTEL
695 TRADE CENTER BLVD SUITE 200
CHESTERFIELD, MO 63005
314-576-0500

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON WAS IN RESPONSIBLE CHARGE OF THE SURVEY AND PREPARATION OF THE PLAT AND DRAWINGS (PURSUANT TO SECTION 327.411 RSMo) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR WORKS ARE NOT ASSUMED BY THE PROFESSIONAL UNLESS OTHERWISE NOTED. THIS PLAT IS NOT VALID FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

WAKEFIELD FOREST SUBDIVISION

WILDWOOD, MISSOURI

SUBDIVISION PLAT

cole
+ ST. LOUIS
401 S. 18th Street
Suite 200
St. Louis, MO 63103
314.984.9887 tel
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

DRAWN BY: TDE
CHECKED BY: SAB
DRAWING SCALE:
DATE: 04/17/2014
Job Number: 13-0073
Sheet Number: 1 of 2

USER: Tom Eggers 7AB: PAGE 1
DATE: February 10, 2015 - 11:14:36 PM
DRAWING: S:\JOBS\Jobs2013\13-0073\CSD-DWG_V-Work\V_RECORD PLAT 13-0073.dwg

WAKEFIELD FOREST SUBDIVISION

ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD
SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST
CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI
ZONING: NU NON-URBAN RESIDENCE DISTRICT

N/F BONDURANT JOHN & DEBORAH L H/W 10577/0024 2055 WAKEFIELD LAKE DR 23W440083 LOT 14

N/F GERTRUDE A DALEY 17221/4000 2100 WAKEFIELD FARM RD 23W440115

N/F HEYDE BRUCE R & CHARLENE M H/W 15543/0599 1565 POND RD 23W530021

N/F FISCHER FRANK JOSEPH & MARTHA H/W 9493/2084 1648 HOHMANN CT 23W540084

OLD STONE WITH CROSS SITE BENCH MARK: ELEVATION=759.40'

PARENT TRACT SURVEYOR'S DESCRIPTION POINT OF BEGINNING

WAKEFIELD FARM (P.B. 177 PG. 100)

LOT 1

LOT 2

FOUND IRON PIPE SOUTH OF PROPERTY LINE 1.38'

S88°01'32"E 1400.00'(R/S)

FOUND RE-BAR W/CAP "BA LS2190"

NORTH LINE SECTION 3

T-POST SOUTH 1.86' OF PROPERTY LINE

VINYL FENCE CROSSES PROPERTY LINE SOUTH 2.83'

FOUND IRON PIPE SOUTH OF PROPERTY LINE 0.28'

WOVEN WIRE FENCE SOUTH OF PROPERTY LINE 1.4'±

WOVEN WIRE FENCE CROSSES PROPERTY LINE

N01°15'01"E 326.12'(R) 325.99'(S)

A.K.A. WAKEFIELD FARM ROAD 50'W. ROADWAY & UTILITY ESMT. NO. 2 7000/272 (TITLE PARCEL 2)

LOT 1 4.006 ACRES (17691) R=300.00' L=59.99' CB=N84°46'33"E CH=59.89'

LOT 2 4.297 ACRES (17685)

LOT 3 5.594 ACRES (17684)

LOT 4 3.647 ACRES (17690)

LOT 5 3.159 ACRES (2150)

LOT 6 3.162 ACRES (2156)

LOT 7 12.444 ACRES (2120)

WAKEFIELD MEADOW (40'W. PRIVATE) COURT

WAKEFIELD BLUFF (40'W. PRIVATE) COURT

COMMON GROUND EASEMENT R=16'

SIGHT TRIANGLE EASEMENTS

15'W. UTILITY EASEMENT

40'W. INGRESS EGRESS, DRAINAGE AND UTILITY EASEMENT

PROPANE TANK CROSSES PROPERTY LINE

S89°29'43"E 349.82'

R=498.00' L=229.41' CB=N87°45'22"W CH=227.38'

R=250.00'

S88°14'35"E 761.88'

538.96'

N89°42'20"W 263.09'(R) 263.03'(S)

25'W. ROADWAY & UTILITY ESMT. NO.2 7000/272

FENCE GUY WIRE CROSSES PROPERTY LINE

SITE BENCH MARK: COTTON PICKER SPINDLE IN UTILITY POLE ELEVATION=772.37'

4" DRAIN PIPE CROSSES PROPERTY LINE

N88°44'59"W 34.92'

CL 10'W. DRAINAGE EASEMENT N65°51'12"W 35.00'

S00°30'17"W 224.13'

N14°10'59"W 354.81'

170.95'

R=250.00' L=154.53' CB=S17°12'12"E CH=152.08'

R=35.00' L=63.60'

467.40'

N88°16'22"W 666.31'

306.68'

115.15'

626.62'

200.40'

S00°30'17"W 40.94'

N88°44'59"W 30.00'

S21°30'14"W 20.00'

R=70.00' L=41.03' CB=S51°42'14"E CH=40.45'

S07°26'45"E 445.08'

S01°33'37"W 1262.27'(R) 1282.42'(S)

341.00'

255.00'

698.29'

626.32'

419.53'

N/F SCHWARTZ ROGER & SANDRA M H/W 7426/0537 2060 WAKEFIELD FARM RD 23W440032

N/F WITBRODT KENNETH A JR & BARBARA J H/W 12268/2458 & 12268/2485 & 14688/2814 2130 WAKEFIELD FARM RD 23W420074 & 23W420063

ADJUSTED LOT A

N/F LYNDA JAYNE KELLER 10196/2158 2000 LYNDA JAYNE LN 23W520020

ADJUSTED LOT B
WITBRODT/WAKEFIELD FARM ROAD
(P.B. 347 PG. 493)

N01°15'01"E 726.10'(R) 726.34'(S)

WEST LINE OF 18094/1609 PARCEL 1

443.69'

262.58'

197.22'

708.50'

N53°22'42"E 1085.65'

S89°42'20"E 30.00'(R/S)

FOUND RE-BAR W/CAP "BA LS2190"

FOUND IRON PIPE WEST OF PROPERTY LINE 0.30'

WOOD FENCE WEST OF PROPERTY LINE

WOVEN WIRE FENCE CROSSES PROPERTY LINE

N01°15'01"E 302.84'(R) 302.81'(S)

229.17'

377.15'

S19°17'36"E 52.93'(R/S)

50' SETBACK

363.34'

FOUND RE-BAR W/CAP "200509214"

S89°59'48"W 415.55'(R) 415.68'(S)

FOUND RE-BAR W/CAP "BA LS2190" Ø 5' OFFSET WEST FOUND IRON PIPE S45°13'28"W 3.45'

50'W. U.E. EASEMENT 1630/452

FRONT (50'W) STREET A.K.A. LYNDA JAYNE LANE

73.64'

88.75'

173.23'

223.27'

N89°41'15"W 763.11'(R) 763.16'(S)

FOUND RE-BAR W/CAP "200509214"

FOUND RE-BAR W/CAP "BA LS2190"

WOVEN WIRE FENCE NORTH OF PROPERTY LINE

S00°21'43"W 312.08'

STATE HIGHWAY ROUTE 100

N/F JOHLER PHILIP L JR & RENA K H/W TRUSTEES 21117/825 2000 WAKEFIELD FARM RD 23W420052

N/F ARMSO FRANK R & SHERRY A H/W 10681/0249 2184 WAKEFIELD FARM RD 23W510032

N/F SCHNEIDER MILDRED E TRUSTEE 12833/0611 1971 POND RD 23W520053

N/F MVB REAL ESTATE INC 18094/1609 (PARCEL 3) 2003 LYNDA JAYNE LN. 23W510102

N/F LYNDA JANE SQUARE 12268/2481 2007 LYNDA JAYNE LN. 23W510076

30' REAR YARD
25' SETBACK TO APPROVED NRP LINE
30' SIDE YARD
3 ACRE MIN
ADDRESS
200' MIN. 50' FRONT YARD

40' PRIVATE ROAD, DRAINAGE AND UTILITY EASEMENT

TYPICAL LOT - 3 ACRE
SCALE: N.T.S

80' 0' 80' 160'
SCALE: 1" = 80'

MONUMENT SCRIPT

TWO PERMANENT MONUMENTS FOR EACH BLOCK CREATED AND SEMI PERMANENT MONUMENTS AT ALL LOT CORNERS WILL BE SET, WITH THE EXCEPTION THAT THE FRONT LOT CORNERS MAY BE MONUMENTED BY NOTCHES OR CROSSES CUT IN CONCRETE PAVING ON THE PROLONGATION OF THE LOT LINE, WITHIN TWELVE (12) MONTHS AFTER THE RECORDING OF THIS SUBDIVISION PLAT, IN ACCORDANCE WITH 10 CSR 30-2.080 OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND 4 CSR 30-16.090 OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT. IN ADDITION, OTHER SURVEY MONUMENTS INDICATED ON THIS SUBDIVISION PLAT, REQUIRED BY THE SUBDIVISION ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI 1005.250 WILL BE SET.

LEGEND

●	SET SEMI PERMANENT MONUMENT (13)
■	SET PERMANENT SURVEY MONUMENT
⊡	FOUND RE-BAR
✱	FOUND ANCHOR
✱	FOUND CROSS
○	FOUND IRON PIPE
Ⓥ	FOUND RAIL ROAD SPIKE
□	FOUND CONCRETE MONUMENT

NO	REVISION DESCRIPTION	DATE
1	ADDED 15' ESMT	20150408
2	CITY COMMENTS	20150514
3	CITY COMMENTS	20150812
4	CITY COMMENTS	20150905
5	CLIENT COMMENTS	20150210

DEVELOPER/OWNER:
FISCHER AND FRICHTEL
695 TRADE CENTER BLVD SUITE 200
CHESTERFIELD, MO 63005
314-576-0500

THE PROFESSIONAL SERVICE, SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND OTHER PAGES SPECIFICALLY REFERENCED HEREON. THE PROFESSIONAL SERVICE, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SPECIFICALLY REFERENCED HEREON ARE NOT TO BE USED OR RELIED UPON AS INSTRUMENTS OF SERVICE FOR, OR AS PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

WAKEFIELD FOREST SUBDIVISION
WILDWOOD, MISSOURI

SUBDIVISION PLAT

cole
+ ST. LOUIS
401 S. 18th Street
Suite 200
St. Louis, MO 63103
314.984.9887 tel
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

DRAWN BY: TDE
CHECKED BY: SAB
DRAWING SCALE: 1"=80'
DATE: 04/17/2014
Job Number: 13-0073
Sheet Number: 2 of 2

SURVEYOR'S CERTIFICATION

COLE AND ASSOCIATES INC.
L.S. 266-D

PROJECT NO. 13-0073

STEVEN A. BORGMANN, PLS
MISSOURI CERT. NO. P.L.S. 2583
DATE OF PLAT OR MAP:_____

USER: Tom Eggers TDE, PAGE 2
DATE: Thursday, April 17, 2014 8:14 PM
DRAWING: S:_JOBS\Jobs\2013\13-0073\CSD-DWG_V-Work\V_RECORD PLAT 13-0073.dwg

LETTER OF CREDIT DEPOSIT AGREEMENT
GUARANTEEING SUBDIVISION IMPROVEMENTS

THIS DEPOSIT AGREEMENT made and entered into by

FISCHER & FRICHTEL CUSTOM HOMES

695 TRADE CENTER BOULEVARD

CHESTERFIELD, MO 63005

herein called DEVELOPER and CITY OF WILDWOOD, MISSOURI, herein called CITY:

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the City of Wildwood Department of Planning for the creation and development of a subdivision to be known as: **WAKEFIELD FOREST** (the "Subdivision") and requesting approval of the same; and

WHEREAS, the subdivision plans have been approved and the City of Wildwood Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the subdivision improvements, all in accordance with the provisions of Chapter 420 Sections 420.010 - 420.410 of the Code of Ordinances of the City of Wildwood ("Code"); and

WHEREAS, the DEVELOPER is seeking the approval of the CITY of the record plat of the aforesaid subdivision as the same is provided in Chapter 420 of the Code; and

WHEREAS, Chapter 420, provides, inter alia, that the record plat of a subdivision may be approved by the City of Wildwood only after the DEVELOPER submits a satisfactory deposit agreement guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved improvement plans;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has deposited an irrevocable letter of credit and required fee with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **Eighty Three Thousand, Six Hundred Nine Dollars and Seventy-Seven Cents ($83,609.77)** payable in lawful money of the United States of America, herein called CONSTRUCTION DEPOSIT, with the CITY, as a deposit guaranteeing the construction, installation, completion of the required subdivision improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with Section 420.080 of Chapter 420 and other applicable ordinances of the City.

2. That the DEVELOPER has also deposited an irrevocable letter of credit with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of **Twenty-One Thousand, Nine Hundred Fifty-Seven Dollars and Thirty-Two Cents ($21,957.32),** payable in lawful money of the United States of America, herein called MAINTENANCE DEPOSIT with the CITY, as a deposit guaranteeing the maintenance obligations of the DEVELOPER for the subdivision pursuant to Section 420.080 of Chapter 420 of the Code.

3. That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT guarantee the construction, installation, completion, and maintenance of the subdivision improvements in the Subdivision in accordance with the report of the Director of Planning dated **February 19, 2016**, a copy of which is attached hereto and made a part hereof and as per improvement plans and specifications for the Subdivision which have been filed with and approved by the Director of Planning and Director of Public Works of the City of Wildwood, Missouri, all of which are incorporated herein. The CONSTRUCTION DEPOSIT shall consist of an amount equal to 110% of the estimated costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS"). The MAINTENANCE DEPOSIT shall consist of an additional amount equal to 10% of such ESTIMATED COSTS for maintenance guarantee obligations pursuant to Section 420.080 of Chapter 420.

4. That in the event the CONSTRUCTION DEPOSIT or MAINTENANCE DEPOSIT herein provided is determined by the Director of Planning to be insufficient to complete or maintain the Subdivision improvements as required by Section 420.080 of Chapter 420, the DEVELOPER shall deposit with the CITY that additional deposit sum of lawful money of the United States of America that will be required to complete or maintain the said improvements; such additional deposit sum to be subject to the terms of this Deposit Agreement.

5. That the DEVELOPER guarantees that all required utilities and Subdivision improvements will be installed, constructed and **completed within two (2) years of the date of City Council approval of this Agreement,** as shown on page 5, ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a period of up to two (2) years in his sole discretion as provided by Section 420.080 of Chapter 420.

6. CONSTRUCTION DEPOSIT Releases.

a. That the CITY shall only release or disburse the CONSTRUCTION DEPOSIT or portions thereof upon receipt and in the amount set forth in a written authorization from the said Director of Planning, which authorization shall be given when, and only when, the improvements, or some portion of them, have been constructed, completed and installed and the Director has received the written approval of the appropriate inspecting authority. Nothing in this Agreement shall be construed to permit releases contrary to any restriction set forth in Section 420.080 of Chapter 420.

b. In order to obtain such written approval, the DEVELOPER shall make written request to the appropriate inspecting authority to inspect, with a copy to the Director of Planning.

c. Thereafter, upon receipt and written approval of the appropriate inspecting agency for any specific component or line item of a category of improvements, and after written request by the DEVELOPER for a specific release, the Director may at the Director's discretion release not more than ninety five percent (95%) of the original sum deposited within the CONSTRUCTION DEPOSIT for the construction of such component or line item applicable to a specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held in the CONSTRUCTION DEPOSIT for a category of improvements shall be released within thirty days of completion of all of the improvements in such category of improvement, minus a retention of five percent which shall be released only upon completion of all improvements in the subdivision. The establishment of categories, components, and line items of required improvements for the subdivision, as attached hereto, shall in no way modify or reduce the developers guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire subdivision has been constructed and completed as required, (2) the developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection, (3) the developer is not in default or in breach of any obligation to the City under this section, including but not limited to, the Directors' demand for maintenance or for deposit of additional sums for the subdivision, (4) the inspection has been completed and the results of the inspection have been approved in writing by the Director.

d. Upon final approval of all required improvements, the Director of Planning shall release from the remaining amount of the CONSTRUCTION DEPOSIT.

7. That in the event that the DEVELOPER shall default, abandon the Subdivision or fail to satisfactorily complete the improvements by COMPLETION DATE, whichever shall occur first, the CITY may complete, or have completed, the required improvements and apply the remaining CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT therefor. The CITY, through its Directors of Planning or Public Works, may further apply such necessary amount of the MAINTENANCE DEPOSIT to remedy any failure of the DEVELOPER to perform its maintenance obligations set forth in Section 420.080 of Chapter 420. For the purpose of this Agreement and the CITY's rights hereunder, any and all of the CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT may be applied to completion or maintenance of any improvements in the event of default or of failure of the DEVELOPER to perform the obligations hereunder or as required by Section 420.080 of Chapter 420, and no limitation of any kind shall be implied from the line item calculations of separate improvements.

8. The MAINTENANCE DEPOSIT shall be further retained to guarantee the maintenance of the Subdivision improvements until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific improvement by the City, or

(2) expiration of eighteen (18) months after occupancy permits have been issued on 95% of all of the lots in the subdivision plat(s) subject to this deposit agreement. This remaining amount shall be subject to the immediate order of the Directors of Planning or Public Works to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Consistent with Section 420.080, the Director of Planning may release such amount, if any, of the remaining MAINTENANCE DEPOSIT in excess of that which he determines to be necessary to satisfy the requirements of Section 420.080 of Chapter 420. Maintenance shall include repair or replacement of all defects, deficiencies, and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot having a valid building permit or as otherwise permitted by siteplan), and street deicing and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the governing body of the governmental entity for dedication. Irrespective of other continuing obligations, the developer's street deicing and snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance.

9. The Developer shall further be subject to each and every provision and requirement of Chapter 420 of the Code, and as may be amended, as well as Section 89.410, Mo.Rev.Stat., as may be amended, and all such other terms that are incorporated herein as if fully set forth. This Agreement and the obligations and rights hereunder are not assignable or transferable by the DEVELOPER. Furthermore, in the event of a default, abandonment or failure of the DEVELOPER to complete the improvements, no other person, firm or entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to the remaining escrow funds as a DEVELOPER without entering into a separate Deposit Agreement with the City.

10. Exercise or waiver by CITY of any enforcement action under this agreement or Chapter 420 does not waive or foreclose any other or subsequent enforcement action whatsoever. The deposit placed under this agreement shall be governed by the provisions of Section 420.080 of Chapter 420, as amended, of the Code and the DEVELOPER agrees to the provisions thereof as if set forth herein.

11. The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory Deposit Agreement under the provisions and requirements of Chapter 420, as amended, of the Code.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8th day of FEBRUARY A.D. 2016

FISCHER & FRICHTEL CUSTOM HOMES

ATTEST (seal):

Signature above CARL F. HAUSMANN
Print Name/Title: AGENT

Signature above CHRISTOPHER DEGUENTZ
Print Name/Title: AUTHORIZED AGENT FISCHER & FRICHTEL CUSTOM HOMES, LLC

NOTE: The signatures of the DEVELOPER shall be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation secretary setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.

CITY OF WILDWOOD, MISSOURI

Joseph Vujnich
DIRECTOR OF PLANNING

Date

APPROVED:
CITY OF WILDWOOD COUNCIL

ATTEST (seal):

MAYOR

Date Approved:_____
[Completion date is 24 mo. from above]

APPROVED:

CITY ATTORNEY

Date

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 19th day of February, A.D., 2016, before me appeared CHRISTOPHER DEGUENTZ, to me personally known, who, being by me duly sworn, did say that (s)he is the President of FISCHER + FRICHTEL CUSTOM HOMES LLC a Missouri LLC and that (s)he executed the foregoing VICE agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him on behalf of the aforesaid corporation by authority of its Board of Directors and said CHRISTOPHER DEGUENTZ VICE, as President of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires MAY 18, 2018

MARIA C. MADDEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 18, 2018
Commission # 14434713

Maria C. Madden
Notary Public

CORPORATE SECRETARY'S ACKNOWLEDGEMENT

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

On this 19th day of February, A.D., 2016 before me appeared CARL F. HAUSMANN, to me personally known, who, being by me duly sworn, did say that (s)he is the ~~Secretary~~ AGENT of FISCHER + FRICHTEL CUSTOM HOMES, LLC, a Missouri LLC and that CHRISTOPHER DEGUENTZ who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed VICE by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

My commission expires MAY 18, 2018.

Maria C. Madden
Notary Public

MARIA C. MADDEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 18, 2018
Commission # 14434713

LETTER OF ESTIMATED COST OF IMPROVEMENTS

Wakefield Forest (Ward 1)

Zoning: NU

7 Lots w/Private Street Dedication
MO-AM Water; individual septic systems
CITY OF WILDWOOD, MISSOURI 63038

36.31 ac w/1,608 sq ft CG
Metro West Fire/Bonhomme Creek Watershed
SB=50/30/30 + NRPS

	units		description		cost/unit		total
Category 1	**Construction of Streets**						**$7,556.02**
		95 percent (subject to initial releases)			----------		*[inspd 2/[illegible]]*
		5 percent (final release)			**$7,556.02**		
	740.75	cu. yds.	Grading	@	$2.80	p/cu/yd	$2,074.10
	124	lin. ft.	Sawcutting	@	$5.75	p/lin/ft	$713.00
		Private R-O-W at 20' wide [1,000'L]					
	2,222.22	sq. yds.	Asphaltic Concrete (8" including base)	@	$54.55	p/sq/yd	$121,222.10
		Curb & gutter: n/a; v-ditch, grass swales - refer to 'Storm Sewers'					
	2	----------	Turnaround Residential (asphalt)	@	$13,555.55	each	$27,111.10
	Street Trees [per Approved Landscape Plan; 1 tree on center/30' frontage]						**$18,040.00**
	18	*Red Maple*	2.5" caliper shade/canopy	@	$220.00	each	$3,960.00
	15	*Red Oak*	2.5" caliper shade/canopy	@	$220.00	each	$3,300.00
	8	*White Oak*	2.5" caliper shade/canopy	@	$220.00	each	$1,760.00
	6	*Basswood*	2.5" caliper shade/canopy	@	$220.00	each	$1,320.00
	10	*Catalpa*	2.5" caliper shade/canopy	@	$220.00	each	$2,200.00
	11	*Dogwood*	2.5" caliper ornamental	@	$220.00	each	$2,420.00
	14	*Redbud*	2.5" caliper ornamental	@	$220.00	each	$3,080.00
	Street Lights						
	2	Street light	(16' typical height)	@	$770.00	each	**$1,540.00**
	Street Signs						**$1,476.00**
	2	----------	Street Signs	@	$246.00	each	$492.00
	2	----------	No Parking' Signs	@	$246.00	each	$492.00
	2	----------	Stop Signs	@	$246.00	each	$492.00
Category 2	**Storm Sewers** [per Improvement Plans]						**$11,011.62**
		95 percent (of 90%)			**$10,461.04**		
		5 percent (of 90%)			**$550.58**		
	34.67	sq. yds.	Riprap / Revet. - 12'x26' blanket	@	$47.00	p/sq/yd	$1,629.49
	819.33	sq. yds.	Sodded Swale [v-ditch 3'x2,458']	@	$8.30	p/sq/yd	$6,800.44
	80.00	lin. ft.	RCP under roadway	@	$34.00	p/lin/ft	$2,720.00
	28.00	lin. ft.	RCP - Lot 7 [off-site]	@	$34.00	p/lin/ft	$952.00
	36.00	cu. yds.	Granular Fill	@	$3.70	p/cu/yd	$133.20
	Detention/Retention [based per-lot **or** actual basin estimate]						**$4,750.00**
	7	lots	Base rate ($3,875.00)	+	$125.00	p/lot	$4,750.00
Category 3	**Grading/Siltation and Erosion Control**						**$12,106.00**
	7	lots	Grading ($2,175.00)	+	$344.00	p/lot	$4,583.00
	7	lots	Siltation Control ($2,030.00)	+	$130.00	p/lot	$2,940.00
	7	lots	Erosion Control ($2,175.00)	+	$344.00	p/lot	$4,583.00
	Common Ground Sod/Plantings						**$1,189.00**
	2	----------	Cul de sac sodding	@	$594.50	each	$1,189.00
Category 4	**Landscaping**						**$5,525.25**
		Cul-de-sac [x2]					
	28	Conifer - 4' minimum	*Chinese Juniper*	@	$98.00	each	$2,744.00
	72	18"-24" in height	*New Jersey Tea*	@	$35.00	each	$2,520.00
		Mulch					
	209.00	plants; mulch 2-4" deep, 6" beyond tree trunk to dripline		@	$33.75	p/cu/yd	$261.25

Category 5

Water Mains	*Per installation bid w/MO-Am*			**$0.00**
Monuments				**$5,575.00**
4 ----------	Survey Monuments - first 4	@	$910.00 each	$3,640.00
9 ----------	Survey Monuments - over 4	@	$215.00 each	$1,935.00
Public Space Amenities	*[cul-de-sac islands and entryway improvements; offset FILO entirely]*			**$7,240.00**
3 2" caliper	ornamental Japanese Lilac - *Ivory Silk*	@	$220.00 each	$660.00
4 *5-gal*	deciduous shrub - *Fragrant Sumac*	@	$220.00 each	$880.00
10 Conifer - 6' minimum	*Canaert Cedar*	@	$145.00 each	$1,450.00
10 Limestone boulder - *weathered 30"x36"x36"*		@	$375.00 each	$3,750.00
1 remove & grub existing tree		@	$500.00	$500.00

ESTIMATED TOTAL COST OF IMPROVEMENTS* $76,008.88

TEN (10%) PERCENT INFLATION FACTOR $ 7,600.89

ESTIMATED COST OF CONSTRUCTION LETTER OF CREDIT **$83,609.77**

ESTIMATED MAINTENANCE BOND REQUIREMENT ** **$ 21,957.32**
(2nd separate Letter of Credit required)

Prepared By: _____ Date: 2/19/2016
Terri Gaston, Planner - Subdivision

Approved By: _____ Date: 2-19-2016
Joseph Vujnich, Director of Planning

* Cost estimates within categories are estimates and not for release purposes.

** The Maintenance Deposit will be held for a total of eighteen (18) months from either the date of FINAL acceptance of ALL PUBLIC IMPROVEMENTS by the City or after 95% of ALL occupancy permits have been issued.

Category 1 = Street Improvements
Category 2 = Stormwater Improvements
Category 3 = Grading/Erosion Requirements
Category 4 = Landscaping Improvements
Category 5 = Miscellaneous Improvements

Accepted By: _____ Date: 2.19.2016
[signature]

print name: CHRIS DEGUENTZ
[developer]

representing: FISCHER & PRICHTEL CUSTOM HOMES LLC
[development company]

Space Above Line Reserved for Recorder's Use

1.	**Title of Document:**	**Indenture of Trust and Restrictions for Wakefield Forest**
2.	**Date of Document:**	FEBRUARY 17, **2016**
3.	**Grantor(s):**	**Fischer & Frichtel Custom Homes, LLC**
4.	**Grantee(s):**	**Wakefield Forest Homeowners Association**
5.	**Grantee's Mailing Address:**	**695 Trade Center Blvd., #200 Chesterfield, Missouri 63005**
6.	**Legal Description:**	**See Exhibit A annexed to the document**
7.	**Reference(s) to Book and Page(s):**	**N/A**

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself may refer to the parties by other designations.

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INDENTURE OF TRUST AND RESTRICTIONS FOR WAKEFIELD FOREST, CITY OF WILDWOOD, COUNTY OF ST. LOUIS, MISSOURI

THIS INDENTURE OF TRUST AND RESTRICTIONS FOR WAKEFIELD FOREST (the "Indenture"), made and entered into this 17th day of FEBRUARY, 2016, by and between FISCHER & FRICHTEL CUSTOM HOMES, LLC, a Missouri limited liability company, hereinafter referred to as "Grantor," and the WAKEFIELD FOREST HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation, hereinafter referred to as the "Association" or, for purposes of recording this Indenture in the St. Louis County Records, "Grantee." Grantor and the Association are herein sometimes collectively referred to as the "Parties" or individually as a "Party."

WITNESSETH THAT:

WHEREAS, Grantor is the owner of the real property located in the City of Wildwood, County of St. Louis, Missouri, described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor, being the owner of the entire tract, may desire, from time to time, to encumber and dispose of parts thereof; and

WHEREAS, it is the purpose and intention of this Indenture to protect the Property against certain uses; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained (all of which are sometimes hereafter termed "restrictions") are jointly and severally for the benefit of all persons who may purchase, hold or reside upon the Property.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements made by the Parties each to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties COVENANT and AGREE to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and upon behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors or assigns, any portion of the Property, all as hereinafter set forth:

ARTICLE I.
DEFINITION OF TERMS

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1. "Architectural Committee" is defined in ARTICLE IX of this Indenture.

2. "Association" shall mean and refer to the Wakefield Forest Homeowners Association, a Missouri nonprofit corporation, and its successors and assigns.

3. "Board" or "Directors" shall mean the Board of Directors of the Association.

4. "City" shall mean the City of Wildwood, Missouri.

5. "Common Ground" shall mean and refer to all real property and the improvements thereon owned by the Association and all easements, licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, cul-de-sac islands, streets, trails, retaining walls, subdivision entrance ways, monuments and gates, street lights, street signs and other such areas and facilities as may be shown on the Plat; provided, however, nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision or that any such facilities will be constructed upon Common Ground.

6. "County" shall mean and refer to St. Louis County, Missouri.

7. "Grantor" shall mean and refer to Fischer & Frichtel Custom Homes, LLC, a Missouri limited liability company, its successors and assigns, including, but not limited to, any builder or developer who purchases vacant Lots or parcels of land constituting a portion of the Property for the purpose of building residences thereon for sale to third persons and any lender who succeeds to Grantor's rights under this Indenture.

8. "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for Wakefield Forest, City of Wildwood, County of St. Louis, Missouri, as from time to time amended.

9. "Lots" shall mean and refer to Lots 1-7 as shown on the Plat, and "Lot" shall mean and refer to any one of them.

10. "Member" shall mean and refer to a member in the Association.

11. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt, or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those having such interests as security for the performance of an obligation and excluding Grantor.

13. "Person" shall mean and refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

14. "Plat" shall mean the Record Plat of the Subdivision as recorded in Plat Book _____ Page _____ of the St. Louis County Records.

15. "Prime Rate" shall mean for any day, the highest rate from time to time reported in the Money Rates column or any successor column of The Wall Street Journal (the "Journal"), currently defined as being the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks, even if such rate was never actually charged by such bank. In the event the Journal publishes more than one rate, the highest of such rates shall be the "Prime Rate," or if the Journal publishes a retraction or correction of the rate, the new rate

shall be the "Prime Rate." In the event the Journal ceases publishing the Prime Rate, the "Prime Rate" shall mean the from time-to-time publicly announced floating prime rate of interest charged by Bank of America, N.A., St. Louis, Missouri, or its successors.

16. "Property" shall mean and refer to the real property described on Exhibit A attached hereto and incorporated herein by reference.

17. "Subdivision" shall mean and refer to Wakefield Forest, a subdivision in the City of Wildwood, County of St. Louis, Missouri, as per the Plat.

ARTICLE II.
DURATION OF TRUST

The trust created under this Indenture shall continue until such time as the Plat may be vacated by the City or its successors, after which period of time fee simple title to the Common Ground shall vest in the then record Owners of the Lots, as tenants in common; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots in the Subdivision, and any conveyance or change of ownership of any Lot shall carry with it ownership in Common Ground so that none of the Owners of Lots and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot, and any sale of any Lot shall, without specifically mentioning it, carry with it all the incidents of ownership of the Common Ground.

ARTICLE III.
RESERVATION OF EXPENDITURES

Grantor reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided for sewers, gas pipes, water pipes, conduits, poles, wires, street lights, roads, streets, recording fees, subdivision fees, consultation fees or other fees, charges and expenses incurred with respect to the Property.

ARTICLE IV.
THE ASSOCIATION AND ITS MEMBERS

1. Function of Association. The Association is responsible for enforcement of this Indenture.

2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in ARTICLE IV, Section 3 of this Indenture, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3. Voting. The members shall have one equal vote for each Lot in which they hold the interest required for membership under ARTICLE IV, Section 2 of this Indenture, except that there shall be only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under ARTICLE X, Section 7 of this Indenture.

ARTICLE V.
DESIGNATION AND SELECTION OF DIRECTORS AND MEETINGS OF MEMBERS

1. Original Directors. Initially, the Board of Directors of the Association shall consist of three (3) members. The original Directors shall be Carl Hausmann, S. Matt Blois and Christopher T. DeGuentz, who shall serve in such capacity until their successors are elected or appointed as hereinafter provided. Should an original Director or a successor Director appointed by Grantor resign other than as required by Section 2 of this ARTICLE V, refuse to act, become disabled or die, Grantor shall have the power to appoint a successor Director who shall serve until his successor is elected or appointed.

2. Election of Successor Directors. The original Directors or their successors appointed pursuant to ARTICLE V, Section 1 of this Indenture shall serve until such time as their successors are elected as follows:

(i) Within thirty (30) days after Grantor has sold and conveyed to Owners title to four (4) of the Lots, or at such earlier time as Grantor may determine, Grantor may cause the resignation of one (1) of the original Directors, and a successor Director shall be elected by the Members; and

(ii) Within thirty (30) days after Grantor has sold and conveyed to Owners title to six (6) of the Lots, or at such earlier time as Grantor may determine, Grantor may cause the resignation of a second original Director, and a successor Director shall be elected by the then Members.

The two (2) Directors elected by the Members pursuant to the foregoing clauses (i) and (ii) shall serve until thirty (30) days after Grantor has sold and conveyed to Owners title to all Lots in the Subdivision, whereupon the term of such elected Directors shall expire, Grantor shall cause the resignation of the third original Director then serving hereunder, the number of Directors serving under this Indenture shall be increased to seven (7) and the Owner of each Lot shall become or, if there is more than one (1) Owner, appoint one (1) such Owner a Director hereunder to serve so long as qualified and until his/her successor is appointed. If an elected Director sells his or her Lot, becomes disabled or dies prior to expiration of his/her aforesaid terms, his/her successor shall be elected by the then Members.

3. Manner of Conducting Elections. The elections for the first two (2) successor Directors under clause (i) and (ii) of Article V, Section 2 of this Indenture shall be by mail. Notice of call for nominations shall be sent to all Members, and shall require all nominations be received within thirty (30) days thereafter. Upon receipt, all nominations shall be compiled on an election ballot and mailed to all Members, who shall have thirty (30) days thereafter to cast their votes and return their ballots to Grantor. The person receiving the most votes shall be elected the successor Director; provided, however, if the person elected declines to serve, the

person receiving the next highest number of votes shall be declared the Director. In the event of a tie, a runoff election shall be conducted by mail in the aforesaid manner. For purposes hereof, nominations and ballots shall be deemed timely received if postmarked by the United States Postal Authority no later than midnight on such thirtieth (30th) day.

4. Qualification of Directors.

(a) Any Director elected or appointed under the provisions of this Article shall be an Owner or an officer or agent of a corporate Owner, and, except as provided in Section 2 above, if such Owner sells his or her Lot, becomes disabled or dies, the remaining Owner, if any, and if none, such Owner's heirs or personal representatives, shall appoint one of themselves to act as the successor until such Lot is sold and its then Owner succeeds to such position. Where the provisions of this instrument cannot be fulfilled by reason of unfilled vacancies among the Directors, the Wildwood City Council shall, upon petition of any concerned Owner, appoint one or more Directors to fill the vacancies until otherwise filled in the manner provided in this Indenture. Any person so appointed who is not an Owner within the Subdivision shall be allowed a reasonable fee for his/her services by the order of appointment, which fee shall be levied as a special assessment against the Lots and shall not be subject to any limitations on special assessments contained in this Indenture or elsewhere.

(b) This Section shall not apply to Directors appointed by Grantor, and Grantor shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a Director appointed by Grantor.

5. Annual Meetings. The first meeting of the Members of the Association shall be held within one year after the date of expansion of the Board under Section 2 of this ARTICLE V. Subsequent regular annual meetings shall be set by the Board to occur during the same quarter of the Association's fiscal year as that in which the first such election occurred on a date and at a time set by the Board.

6. Special Meetings. Special meetings of the Members may be called by the President, and shall be called by the President or Secretary if so directed by resolution of the Board or upon written request by no less than two (2) Members.

7. Notice of Meetings.

(a) Written or printed notice stating the time and place of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting. In addition, in the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called; no business shall be transacted at a special meeting except as stated in the notice.

(b) If mailed, notice shall be deemed delivered when deposited with the United States Postal Service, postage prepaid, addressed to the Member at his or her address as it appears on the Association's records.

(c) Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting, and waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Attendance at a meeting by a Member shall be deemed a waiver of notice unless such Member attends for the limited and specific purpose of objecting to lack of proper notice.

8. Quorum.

(a) The presence of Members owning four (4) Lots shall constitute a quorum at all Association meetings.

(b) If any meeting of the Association or of the Members within a Village cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

(c) Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

9. Voting and Proxies.

(a) The voting rights of the Members shall be as set forth in this Indenture. When a quorum is present at any duly called meeting, a majority of the votes cast shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Nonprofit Corporation Act (the "Act") or this Indenture, requires a different vote, in which case such express provision shall govern and control the decision of such question.

(b) Members may vote in person or by proxy. On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of the Act relating to the use of general proxies and subject to any specific provision to the contrary in this Indenture.

(c) Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

(d) Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who

is a natural person; or (c) eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

10. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice summarizing the material features of the authorized action to all Members entitled to vote who did not give their written consent.

ARTICLE VI.
ASSOCIATION'S DUTIES AND POWERS

The Association, acting by and through the Directors, shall have the rights, powers, duties and authorities described throughout this Indenture, and, without limiting the generality of any thereof, the following rights, powers, duties and authorities:

1. Acquisition, Disposition, Etc. of Common Ground. To acquire, receive, hold, convey, dispose of and administer the Common Ground in trust and in accordance with and pursuant to the provisions of this Indenture, and to otherwise deal with the Common Ground as hereinafter set forth.

2. Maintenance and Control of Common Ground. To exercise control over the Common Ground as is necessary to maintain, repair, rebuild, supervise and assure the proper use thereof, for and by residents of the Subdivision, including, without limitation, the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the Common Ground, streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots; the right to establish rules and regulations for the usage of the Common Ground; pay real estate taxes and assessments on the Common Ground out of the general assessment hereinafter authorized; to maintain and improve the Common Ground with shrubbery, vegetation, decorations, structures, and any and all other types of facilities in the interest of the health, welfare, safety, morals, recreation, entertainment, education, and general use of the Owners, all in conformity with applicable laws and ordinances.

3. Maintenance of Entrance Monument and Retaining Wall Easements. There are or may hereafter be created and established on the Plat entrance monument and retaining wall easements, and without limiting the generality of Article VI, Section 2 of this Indenture, the Association shall have the power, authority and responsibility to maintain, improve and repair any entrance monuments and retaining walls installed within such easements, and shall include the cost thereof in the annual assessment levied pursuant to Article X, Section 3 of this Indenture.

4. Dedication. To dedicate to public use any private streets constructed or to be constructed in the Property whenever such dedication would be accepted by a public agency.

5. Enforcement. To prevent any infringement and to compel the performance of any restriction set out in this Indenture or established by law. The power and authority herein granted to the Association is intended to be discretionary and not mandatory, and shall not restrict the right of any Owner to proceed in his own behalf. Without limiting the generality of the foregoing, the Board may impose sanctions for violation of this Indenture including, without limitation, the following:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot;

(ii) suspending an Owner's right to vote;

(iii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(iv) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), or taking action to abate any violation of this Indenture in a non-emergency situation;

(v) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of this Indenture and to restore the Lot to its previous condition, and upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vi) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

All remedies set forth in this Indenture shall be cumulative of any remedies available at law or in equity. In any action to enforce this Indenture, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement in any particular case shall be left to the Board's discretion. A decision not to enforce shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may permit the City and/or the County to enforce ordinances within the Property for the benefit of the Association and its Members.

6. Vacant and Neglected Lots. To clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots or parcels of land in the Subdivision, and to charge the

Owners thereof with the expenses so incurred. In exercising their authority under this ARTICLE VI Section 7, neither the Association nor the Directors or their respective agents or employees shall be deemed guilty or liable for trespass or for any damage or injury occasioned by or in the course of any such abatement, removal or planting.

7. Plans and Specifications. As more specifically provided in ARTICLE IX hereof, to consider, approve or reject any and all plans and specifications for any and all buildings or structures and additions or exterior renovations thereto, satellite dishes and other improvements proposed for construction, erection or installation on any Lot. In acting hereunder, the Directors shall consider and apply the limitations and parameters established in this Indenture and shall otherwise use their discretion in determining what is best for the Subdivision as a whole, and in no event shall a decision to allow or disallow any item constitute precedent for any future request or a reversal of any past request.

8. Deposits. To require a reasonable deposit in connection with the erection of any building or other structure or improvement approved in accordance with the provisions of this Indenture to assure that, upon completion of the project, all debris is removed from the site and adjacent Lots and parcels and all damage to the streets and other subdivision improvements is repaired.

9. Insurance. To purchase and maintain in force such insurance as the Directors may deem appropriate, including, but not limited to, property insurance and liability insurance protecting the Directors and the Owners from any and all claims for personal injuries and property damage arising from use of the Common Area and the Common Property and facilities and worker's compensation insurance.

10. Employment. In exercising the rights, powers and privileges granted and in discharging the duties imposed upon the Association by the provisions of the Declaration and this Indenture, from time to time to enter into contracts, employ agents, servants and labor as they may deem necessary or advisable, and to defend suits brought against the Association or the Directors, individually or collectively, in their capacity as directors of the Association.

11. Condemnation. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Directors are hereby authorized to negotiate which such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Association need be made a party, and any proceeds received shall be held by the Association for the benefit of those entitled to the use of said Common Ground.

12. Variances. To grant variances from the provisions of this Indenture where, in the sole discretion of the Directors, due cause therefor is demonstrated by an Owner.

13. Indemnification of Officers, Directors and Others.

(a) Subject to the indemnification provisions in Chapter 355 of Mo. Rev. Stat., as may be amended, the Association shall indemnify every officer, director and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if

approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Missouri law.

(b) The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association.

(c) The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE VII.
EASEMENTS

1. Association's Easements.

(a) Without limiting the generality of any other provision of this Indenture, the Property shall be subject to a perpetual easement in gross in favor of the Association for ingress and egress to perform its obligations and duties as required by this Indenture.

(b) All easements and rights herein established for the benefit of the Association shall run with title to the Property and be binding on the from time to time Owners, purchasers, mortgagees and all other persons having an interest in any Lot, whether or not such easements are mentioned or described in any deed of conveyance.

2. Utility Easements. In addition to all other easements established in the Declaration, this Indenture or on the Plat, easements are hereby established in favor of the Association, the Owners and the applicable utility companies to construct, reconstruct, repair, replace and maintain any sanitary or storm sewers, water, electric, gas, cable television or telephone lines or connections, and to enter upon the Lots to repair, replace and generally maintain said connections. Notwithstanding any other provision of this Indenture, if the Directors deem the repair, replacement or maintenance of any such connection to be an emergency, the Directors shall have the right in their discretion to repair, replace or maintain such connection and assess the cost thereof against the Owners of the Lots served thereby, and each Owner covenants to pay any such assessment upon demand. If not paid when due, such assessment shall be and become a continuing lien on the benefitted Lot and the personal obligation of the Owner, and shall be subject to collection in the manner set forth in ARTICLE X hereof.

3. Easement to Inspect and Right to Correct. Grantor reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of the Property, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot or parcel of the Property shall be only after reasonable notice to the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

4. Natural Resource Protection Areas. The Natural Resource Protection Standard Areas that are indicated on individual lots are intended to protect the natural or existing designated environmental features of developments within the City of Wildwood. These areas are one hundred (100%) percent protected from any type of disturbance by any owner(s) of these properties, except as allowed by the City's regulations and prior authorization by the Department of Planning. Areas indicated as one hundred (100%) percent protected cannot be graded, nor may trees or other vegetation be removed. Additionally, the placement of buildings and/or structures, including playgrounds, fences, and irrigation system piping, is strictly prohibited. Said standards and requirements apply in perpetuity to each of the lots included on the plat, except as such exception may be specifically approved or granted by the City of Wildwood or its regulations.

ARTICLE VIII.
SEWERS AND DRAINAGE FACILITIES

No formal stormwater detention or retention facilities have been provided or are planned for the Subdivision, and each Owner shall be responsible for the maintenance of the swales and other drainage facilities located on his/her Lot. Further, the Lots will be served by individual household treatment systems for wastewater disposal, and each Owner shall be responsible for the maintenance, repair and replacement of the system appurtenant to and serving his/her Lot.

ARTICLE IX.
ARCHITECTURAL AND ENVIRONMENTAL CONTROL

From and after such time as a Lot becomes subject to assessment as provided in ARTICLE X of this Indenture, no building, deck, patio, outbuilding or other structure or improvement of any kind shall be commenced, erected or maintained on such Lot, nor shall any exterior addition, removal, change or alteration (structural or nonstructural) in any improvement on such Lot be made, nor shall any tree with a three inch (3") or greater caliper be removed, nor shall the grade or slope of any Lot be changed, nor shall any item, apparatus or device be attached to or the color or other exterior appearance of any structure upon any such Lot be changed until the plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location and configuration of the same shall have been submitted to and approved in writing by the Directors or, if appointed by the Directors in their sole discretion, an Architectural Committee composed of three (3) or more representatives [reference herein to "Architectural Committee," shall refer either to the aforesaid committee, if appointed and constituted, or to the Directors, whichever happens to be acting at the time]. Each application for review shall include plans and specifications showing site layout, structural

design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable, and such other information as the Architectural Committee may reasonably require. In reviewing each submission, the Architectural Committee may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment.

The Architectural Committee shall make a determination on each application within sixty (60) days after receipt of a completed application and all required information, and may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. In the event that the Architectural Committee fails to respond within the period specified above, approval shall be deemed given. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Architectural Committee grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Grantor or any aggrieved Owner.

The Architectural Committee may, by resolution, require all applications to be filed in a specified manner to a designated address, and unless observed, the application shall not be deemed to have been received. Further, the Architectural Committee may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Approval of applications or plans, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Village; they do not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Architectural Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners.

Neither Grantor, the Association, the Board, the Architectural Committee or any other committee or member of any of the foregoing shall be held liable for soil conditions, drainage or

other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. The Architectural Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

ARTICLE X.
ASSESSMENTS

1. General. Grantor, for each Lot within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay annual and special assessments, if any, from time to time fixed, levied and assessed in accordance with the provisions of this Indenture. The annual and special assessments levied hereunder together with interest thereon and costs of collection thereof shall be a charge on and continuing lien upon the Lot against which assessed. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

2. Purpose. The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, and in particular, for the rendering of services in the furtherance of such purposes including, but not limited to, the carrying out of all functions herein authorized. Additionally, it is expressly acknowledged that pursuant to the Access Easement and Agreement between the Trustees of Wakefield Farm, a subdivision in the City and County as per plat thereof recorded in Plat Book _____ Page _____ of the County Records, and Grantor (the "Road Agreement"), the Association has agreed to contribute to the maintenance and repair of Wakefield Farm Road (the "Road"), and the Owners shall be responsible for their respective share of the cost of maintaining the Road specified in the Road Agreement, which such shares will be paid by the Association and included in the Association's budgets and assessed against the Owners.

3. Annual Assessments.

(a) By November 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall estimate the total amount necessary to pay wages and for materials, insurance, water, sewer charges, services and supplies which they anticipate will be required in the performance of their duties under this Indenture during the ensuing calendar year together with an amount which they consider necessary as a reasonable reserve for any future needs and contingencies. On or about December 1st of each year, or as soon thereafter as reasonably practicable, the Directors shall notify the Owner of each Lot in writing as to the amount of such estimate, which shall then be uniformly assessed against the Owners of all Lots. Each annual assessment shall be levied prior to or during the year for which it is levied, and notice thereof shall be given as provided in Section 3(c) of this ARTICLE X. Each annual assessment shall be due on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days following such due date.

(b) In the event the Directors shall at any time during the year determine that their estimate under Paragraph (a) of this Section 3 is insufficient to meet current operating expenses, the Directors may revise the Association's budget for the balance of the calendar year to such an amount as is actually necessary to pay such maintenance expenses and to fund a reserve, and within fifteen (15) days thereafter, shall notify the Owner of each Lot in writing in the manner provided in Section 3(c) of this ARTICLE X as to the amount of the revised budget, which shall be uniformly assessed against the Owners of each Lot. The revised assessment shall be due on the date which is thirty (30) days after the date of such notice, and shall become delinquent if not paid within thirty (30) days following such due date.

(c) Notice of each levy under this ARTICLE X, Section 3, shall be given by first class mail addressed to the last known or usual post office address of each Owner and deposited with the United States Postal Service, postage prepaid, or by posting of a notice of the assessment upon the Lot against which it applies.

4. Special Assessments. If other than as provided in Section 3(b) of this ARTICLE X, the Directors at any time consider it necessary to make any expenditure requiring an assessment additional to the annual assessment, they shall submit a written outline of the contemplated project and the amount of the assessment required to the then Lot Owners. If such assessment is approved either by a majority of the votes cast in person and by proxy at a meeting of the Owners called by the Directors, or on written consent of a majority of the total votes entitled to vote thereon, the Directors shall notify all Owners of the additional assessment; PROVIDED, HOWEVER, that in determining such required majority, only those Owners who have paid all assessments theretofore made shall be entitled to vote. Notice of any special assessment hereunder shall be given in the same manner as notices of annual assessments are given, with such assessment becoming delinquent thirty (30) days after the date of such notice.

5. Prorations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment have been levied for that year, then such assessment shall be adjusted so that such Lot shall be charged with a portion of the assessment prorated for the balance of that year.

6. Interest and Liens. All assessments shall bear interest at the rate of one percent (1%) over the Prime Rate from the date of delinquency, and such assessment, together with interest and costs of collection, shall constitute a lien upon the Lot against which assessed until fully paid. As an assessment becomes delinquent, the Directors may execute and acknowledge and record an instrument in the County Records reciting the levy, and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after notice is recorded, the Directors shall execute and record (at the expense of the Owner) a release of such lien.

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional (bank, savings and loan association, pension or retirement fund, insurance company or federally insured mortgage) first Mortgage now or hereafter placed upon any Lot with respect to which assessments have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or transfer in lieu of foreclosure. Such sale or transfer shall not relieve

such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7. Exemptions. The following properties shall be exempt from the assessments, charges and liens created herein:

(a) All properties exempted from taxation under the laws of the State of Missouri; and

(b) All Lots owned by Grantor until occupied for residential purposes or until title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sales in bulk or at wholesale to others for development or resale). No Lot devoted to residential use shall be exempt from assessment hereunder.

8. Keeping of Funds. The Association shall deposit its funds in a bank protected by the Federal Deposit Insurance Corporation, the treasurer being bonded for the proper performance of his duties in an amount fixed by the Directors.

9. Ordinance Compliance. Notwithstanding any other conditions herein, the Association shall make suitable provisions for compliance with all subdivision and other ordinances, rules and regulations of the City including, but not limited to, maintenance and operation of street lights, easements and roadways (except for those easements and roadways as are dedicated to public bodies or agencies), and for such purposes shall not be limited to the maximum assessment provided for herein.

10. Change of Ownership. Upon the conveyance of any Lot other than a conveyance by Grantor, the conveying Owner or grantee of such Lot shall give the Association written notice of such conveyance and pay the Association a One Hundred and 00/100 Dollar ($100.00) transfer and administrative fee to cover the Association's expenses resulting from such change in ownership. Until paid, the transfer fee due hereunder shall constitute a lien on the transferred Lot, and shall bear interest and be subject to collection as provided in Section 6 of this ARTICLE X.

11. Capitalization. Upon acquisition of record title to a Lot by the first Owner thereof other than a Grantor, a contribution shall be made by or on behalf of such Owner to the working capital of the Association in an amount equal to twice the annual amount payable with respect to such Owner's Lot under Section 3 of this ARTICLE X. The amount to be contributed pursuant to this Section shall be in addition to, not in lieu of, the annual Assessment, and shall not be considered an advance payment of such assessment.

ARTICLE XI.
RESTRICTIONS

In addition to any limitations and restrictions imposed by the Declaration and by other provisions of this Indenture, the following restrictions are imposed upon and against the Property and each Lot now or hereafter existing therein:

1. Building Use. No building or structure shall, without the approval of the Directors, be used for a purpose other than that for which the building or structure was originally designed.

2. Building Location. No building or structure shall be located on any Lot nearer to the street(s) upon which such Lot fronts or by which such lot is bordered or the side or rear lot lines than the front building line or side or rear set-back lines shown on the Plat.

3. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold nor shall any Lots be consolidated without the consent of the Directors, which consent shall not be unreasonably withheld. In the event either of the foregoing is approved, the assessment attributable to the Lot so subdivided shall be pro-rated between the resulting Lots, and the Lots so consolidated shall remain subject to the assessments attributable thereto prior to such consolidation.

4. Commercial Use. Except for the promotional activities conducted by Grantor in connection with the development of the Property and the marketing and sale of residences therein and the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances, no commercial activities of any kind shall be conducted on any Lot.

5. Nuisances. No loud, noxious or offensive activity shall be carried on upon any Lot or the Common Ground in the Subdivision, nor shall anything be done thereon or therein that may be or become a nuisance or annoyance to the neighborhood.

6. Maintenance. Each Owner shall maintain and keep his Lot in good order and repair, and shall do nothing which would be in violation of law. Trash, rubbish, toys (including portable basketball goals), tools, cases, crates or any discarded items shall not be left in the front or back yard of any Lot overnight, and no exterior front yard appurtenances, sculptures or bird baths, free-standing basketball standards or similar personal property items shall be placed in the front yard of any Lot.

7. Obstructions. There shall be no obstruction of any portion of the Common Ground or any storage or construction or planting thereon by an Owner. No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on any portion of the Common Ground or on any Lot or on the exterior of any building.

8. Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except that no more than two dogs, cats, or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and are at all times leashed and no "runs" or other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Directors in their sole judgment) or annoyance to the neighborhood is prohibited.

9. Trucks, Boats, Etc. Except during periods of approved construction, no buses, trucks (other than vans and pick-up trucks not exceeding 3/4 ton) or commercial vehicles (as

hereinafter defined), boats, motorcycles, recreational vehicles, campers, house trailers, boat trailers or trailers of any other description, or motor vehicles of any kind whatsoever that are unable to move under their own power, shall be permitted to be parked or stored on any Lot unless parked or stored in an enclosed garage. Further, no motor vehicle or equipment shall be repaired or otherwise serviced in front of or adjacent to any residence in the Subdivision. As used herein, "commercial vehicle" shall mean a motor vehicle designed or regularly used for carrying freight and merchandise or more than eight (8) passengers.

10. Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the approval of the Directors.

11. Signs. Other than a "for sale" sign which is no larger than 18" by 24", no signs, advertisements, billboards or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that nothing herein shall prohibit signs erected or displayed by Grantor in connection with the development of the Subdivision and the marketing and sale of residences therein.

12. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are established in this Indenture and are or will be reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

13. Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of the Property. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of the Property.

14. Cul-De-Sac, Etc. No above-ground structure, other than street lights and fire hydrants, may be erected upon a cul-de-sac island, divided street entry island, or median strip.

15. Fences. No fencing or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee and unless in strict compliance with the following standards and requirements, to-wit:

(i) Other than as expressly permitted by the provisions of this Section 11, the maximum height for full perimeter fencing shall be forty-eight inches (48").

(ii) Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter, and no fencing shall be erected or maintained on any Lot between the rear corner of the residence constructed upon such Lot and the street upon which such Lot fronts. Except under extraordinary circumstances (as defined below), fencing must start at the rear corners of the residence and must be within four inches (4") of the lot lines and lot corners. With

respect to corner lots, fencing along the side or the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the Plat(s).

As used in this, paragraph (ii), the term "extraordinary circumstances" shall include the necessity to protect "green space," avoiding the destruction of a tree canopy, a severe or extreme rear yard slope, or in certain instances determined by the Architectural Control Committee, the interference by utility structures. When an extraordinary circumstance exists, with prior written consent of the Architectural Control Committee, fencing may be set beyond four inches (4") of the lot lines and lot corners; provided, however, prior to providing its consent, the Architectural Control Committee may, in its discretion, require the written approval of all adjoining Lot Owners for the fence variance. In those instances where written consent is given, the Lot Owner shall continue to maintain that portion of such Owner's Lot that is located outside the fence, and the Owner's failure to do so on more than three (3) occasions (as determined by the Board serving notice of such failure on the Owner) shall be considered revocation of the variance whereupon the fence shall be deemed in violation of this Indenture and removed or brought into strict compliance within sixty (60) days after receipt of notice from the Board.

(iii) All fencing shall be of either aluminum, steel, maintenance free vinyl or wrought iron materials. Under no circumstance will "chain link" fencing be considered acceptable, regardless of material composition or design.

(iv) All fence posts shall be anchored in a base of concrete at least one foot (1') six inches (6") deep into the soil.

(v) Within one (1) year following the erection of a fence, the Board may, in its sole discretion, require the Lot Owner to landscape along such fence, in which event landscaping may include vegetation such as rambling rose, multi-flora rose, evergreen shrubbery or such similar materials as may be approved by the Board.

16. Decks, Porches, Screen Porches. All decks, patios, patio enclosures, screened porches, wooden walks and/or stairways and other such improvements shall be constructed directly behind the residential structure to which they are appurtenant, and under no circumstances shall any such improvement extend beyond the sight line as viewed when looking straight down the side of the structure into the backyard.

17. Television Antennae. No exterior television or radio antenna, towers, direct broadcast satellite dishes or antennas used to receive multichannel multi-point distribution (wireless cable) signals may be installed in the Subdivision without the prior approval of the Architectural Control Committee under Article VII of this Indenture; provided, however, in reviewing a request for approval of any such device, the Architectural Control Committee shall comply with all Federal, State and local laws, ordinances and regulations, and shall not impose any restriction which will preclude an Owner's receipt of an acceptable quality signal.

18. Hazardous and/or Unsightly Materials. No above-ground gas, propane or gasoline, oil or other hazardous material storage tanks or devices shall be permitted upon or in any Lot or the Common Ground of the Subdivision.

19. Swimming Pools.

(a) No above ground swimming pools will be allowed on any Lot in the Subdivision.

(b) All in-ground pools must have at least four feet (4') of concrete or some other such decking material surrounding the entire pool.

(c) Any requirements set forth in this Section for approval of installation of pools that may conflict with any governmental codes or guidelines may be changed by the Directors to conform with such governmental guidelines.

20. Garbage. No trash, garbage, rubbish, refuse, debris, trash cans or trash receptacles of any type shall be stored in the open on any Lot; provided, however, after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; and, provided, further, that trash cans or receptacles shall be removed and secured within the improvements on each Lot prior to sundown of the same day.

ARTICLE XII.
GENERAL PROVISIONS

These general provisions shall apply to the foregoing Indenture:

1. Actions by Directors. The Directors are authorized to act through a representative, provided, however, that all acts of the Directors shall be agreed upon by at least a majority of said Directors. No Director shall be held personally responsible for his wrongful acts or for the wrongful acts of others, and no Director shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Directors, collectively or individually. The Directors from time to time serving hereunder, except Directors appointed pursuant to ARTICLE V, Section 5 hereof, shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

2. Adjoining Tracts. The Association is authorized and empowered to cooperate and contract with the homeowners association (or its equivalent) for adjoining or nearby tracts in the development and maintenance of facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

3. Amendments. Until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, the provisions of this Indenture may only be amended, modified or changed by Grantor, and thereafter, the provisions hereof may only be amended, modified or changed by the written consent of two-thirds (2/3) of all Owners; provided, however, any such amendment, modification or change to the terms of this Indenture shall be subject to review and approval by the Director of Planning for the City. To be effective, any amendment, modification or change to the provisions of this Indenture shall be recorded in the County Records.

4. Severability, etc. All covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of

title as to any part of the Property or any Lot in the Property shall be of any effect to modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Property, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

5. Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

6. Assignment by Grantor. The rights, powers and obligations granted to Grantor may be assigned or transferred by Grantor, in whole or in part, to any other person or entity or persons or entities to whom Grantor sells, transfers or assigns all or any of the Lots in the Property.

7. Rights During Construction and Sale. Notwithstanding any provision contained in this Indenture to the contrary, until all Lots authorized to be developed in the Subdivision have been sold and conveyed for residential use, Grantor and its successors and assigns shall have the right and privilege (i) to erect and maintain advertising signs, sales flags and other sales devices and banners for the purpose of aiding the sale of Lots and residences in the Subdivision; (ii) to maintain sales, business and construction offices in display homes or trailers in the Subdivision to facilitate the completion of development of the Subdivision and construction and sale of residences; and (iii) to park and to allow its subcontractors to park trucks and stockpile and store materials on any Lot(s). Grantor's construction activities shall not be considered a nuisance, and Grantor hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this Section until all Lots in the Subdivision have been sold and conveyed for residential purposes. The provisions of this ARTICLE XIII, Section 7 shall not be amended, modified or deleted without the prior written consent of Grantor.

8. Term. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Indenture shall run with and bind the Property for the duration of the trust under Article II of this Indenture, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Indenture as of the end of any such ten (10) year period. No such agreement of termination shall be effective unless made and recorded one (1) year in advance of the effective date of such termination, and unless written notice of the proposed agreement of termination is sent to every Owner at least ninety (90) days in advance of any action taken.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Indenture this 17th day of FEBRUARY, 2016.

GRANTOR:

FISCHER & FRICHTEL CUSTOM HOMES, LLC
a Missouri limited liability company

BY: _____
John W. Fischer, Manager

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

On this the 17th day of February, 2016, before me personally appeared John W. Fischer, to me personally known, who, being by me duly sworn, did say that he is the Manager of Fischer & Frichtel Custom Homes, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Maria C. Madden
Notary Public

My commission expires:

MARIA C. MADDEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 18, 2018
Commission # 14434713

[SIGNATURE PAGE TO INDENTURE OF TRUST AND RESTRICTIONS FOR WAKEFIELD FOREST]

ASSOCIATION: WAKEFIELD FOREST HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation

BY: Chris DeGuentz
Name: CHRISTOPHER T. DEGUENTZ
Title: DIRECTOR

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

On this the 17th day of February, 2015, before me personally appeared CHRISTOPHER T. DEGUENTZ, to me personally known, who, being by me duly sworn, did say that he/she is the DIRECTOR of Wakefield Forest Homeowners Association, a nonprofit corporation, and that said instrument was signed in behalf of said corporation, and said CHRISTOPHER T. DEGUENTZ 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 County and State aforesaid, the day and year first above written.

Maria C. Madden
Notary Public

My commission expires:

MARIA C. MADDEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 18, 2018
Commission # 14434713

EXHIBIT A

Property

PARENT TRACT SURVEYOR'S DESCRIPTION:

ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, A BOUNDARY ADJUSTMENT PLAT ACCORDING TO PLAT BOOK 347 PAGE 493 OF THE ST. LOUIS COUNTY RECORDS, SITUATED IN SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID ADJUSTED LOT B WITH THE SOUTH LINE OF WAKEFIELD FARM, A SUBDIVISION ACCORDING TO PLAT BOOK 177 PAGE 100 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 01 MINUTES 32 SECONDS EAST, 1,400.00 FEET TO THE EAST LINE OF SAID ADJUSTED LOT B;

THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREES 33 MINUTES 37 SECONDS WEST, 1,262.42 FEET TO THE SOUTH LINE OF SAID ADJUSTED LOT B;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 59 MINUTES 48 SECONDS WEST, 415.68 FEET; SOUTH 19 DEGREES 17 MINUTES 36 SECONDS EAST, 52.93 FEET; NORTH 89 DEGREES 41 MINUTES 15 SECONDS WEST, 763.16 FEET TO THE EAST LINE OF ADJUSTED LOT A OF SAID BOUNDARY ADJUSTMENT PLAT;

THENCE ALONG THE COMMON LINE OF SAID ADJUSTED LOTS A AND B THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 302.81 FEET; SOUTH 89 DEGREES 42 MINUTES 20 SECONDS EAST, 30.00 FEET; NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 726.34 FEET TO THE NORTH LINE OF SAID ADJUSTED LOT A;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 42 MINUTES 20 SECONDS WEST, 263.03 FEET TO THE WEST LINE OF ADJUSTED LOT B, AS AFOREMENTIONED;

THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 15 MINUTES 01 SECONDS EAST, 325.99 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 38.31 ACRES IS BASED ON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF DECEMBER, 2014 AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

[SPACE ABOVE LINE RESERVED FOR RECORDER'S USE]

GENERAL WARRANTY DEED

THIS DEED, made and entered into this ____ day of _____, 2016, by and between FISCHER & FRICHTEL CUSTOM HOMES, LLC, a Missouri limited liability company, Grantor, and WAKEFIELD FOREST HOMEOWNERS ASSOCIATION, a Missouri nonprofit corporation having a mailing address of 695 Trade Center Boulevard, Suite 200, Chesterfield, Missouri 63005, Grantee.

WITNESSETH, THAT the said Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM onto the said Grantee the following described real estate situated in the County of St. Louis, State of Missouri, to-wit:

> The streets and Common Ground of Wakefield Forest (the "Streets and Common Ground") as shown on the plat recorded in Plat Book _____ Page _____ of the St. Louis County Records.

TO HAVE AND TO HOLD the same, in trust, in accordance with and pursuant to the Indenture, together with all rights and appurtenances to the same belonging onto the said Grantee, and to its successors and assigns, for the sole benefit, use and enjoyment of the lot owners and residents, present and future, of Wakefield Forest (the "Subdivision"), a subdivision in the City of Wildwood, St. Louis County, Missouri, until such time as the plat(s) thereof may be vacated by the City, at which time fee simple title shall thereupon vest in the then lot owners of the Subdivision as tenants in common, but the rights of said co-tenants shall only be appurtenant to and in conjunction with their ownership of lots in the Subdivision, and any conveyance or change of ownership of any lot or lots in the Subdivision shall carry with it ownership in the Streets and Common Ground so that none of the owners of lots in the Subdivision and none of the owners of the Streets and Common Ground shall have such rights of ownership as to permit them to convey their interests in the Streets and Common Ground except as an incident to the ownership of a regularly platted lot, and any sale of any lot in the Subdivision shall carry with it, without specifically mentioning it, all the incidents of ownership of the Streets and Common Ground.

In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to Grantee for any public purpose, Grantee or its successors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only Grantee or its successors need be made a party, and in any event the proceeds received shall be held for the benefit of those entitled to the use of the Streets and Common Ground, roads or easements.

The said Grantor hereby covenants that it and its successors and assigns shall and will warrant and defend the title to the premises onto the said Grantee and to its successors forever against the claims of all persons whomsoever, excepting, however, the general taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

FISCHER & FRICHTEL CUSTOM HOMES, LLC,
a Missouri limited liability company

BY: Carl F. Hausmann
Name: CARL F. HAUSMANN
Title: AGENT

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 17th day of February, 2016, before me personally appeared CARL F. HAUSMANN to me known to be the person, who, being duly sworn by me, did say that he is the AGENT of Fischer & Frichtel Custom Homes, LLC, a Missouri limited liability company, and that said instrument was executed the same voluntarily for and on behalf of said limited liability company.

Given under my hand this the 17th day of February, 2016

Maria C. Madden
Notary Public

My commission expires: May 18, 2018

MARIA C. MADDEN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: May 18, 2018
Commission # 14434713

BILL #2161 **ORDINANCE #2161**

AN ORDINANCE AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ESTABLISHING A 40 MPH SPEED LIMIT ON A PORTION OF MISWOURI ROUTE 109 WITHIN THE CITY OF WILDWOOD

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:

Section One. Chapter 390 of the City Code, Traffic Schedules, Schedule II, Speed Limits, is hereby amended by adding to Schedule II the following:

Schedule II. SPEED LIMITS

	Part of Road or Street	***Regulation***
Add:	Missouri Route 109, from Shepard Road to New College Ave	40 mph

Section Two. The Director of Public Works is authorized to erect appropriate signage reflecting any regulation in the Traffic Schedules existing or as may be amended herein or from time to time.

Section Three. 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 _____, 2016, by the Council of the City of Wildwood after having been read by title or in full two times prior to passage.

_____ _____

Presiding Officer Timothy Woerther, Mayor

ATTEST: ATTEST:

_____ _____

City Clerk City Clerk

RESOLUTION #2016-06

A RESOLUTION ADOPTING A POLICY ON E-NEWSLETTER AND SOCIAL MEDIA CONTENT FOR THE CITY OF WILDWOOD

WHEREAS, the City's e-newsletter and social media pages are great tools for promoting the City and supporting local businesses and non-profits; and

WHEREAS, content parameters are important for maintaining professional City communications, which are not expanded so broadly that they become less focused on the community itself.

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

Section 1. The City Council hereby adopts a Policy on E-Newsletter and Social Media Content for the City of Wildwood. A copy of this Policy document is attached hereto and incorporated herein.

Section 2. This Resolution shall become effective upon its approval.

Passed and Approved this _____ day of _____, 2016**.**

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

Policy on E-Newsletter/Social Media Content

SECTION 1: City of Wildwood Content
The following content shall be permitted for placement in the City's Weekly E-Newsletter and/or on Social Media Pages by the City of Wildwood:

1. Any official City communications, including City website content
2. Any public service announcements impacting the City of Wildwood
3. Community events held within the City of Wildwood (must be open to the public, and compliant with the City's zoning regulations)
4. Announcement of a new Wildwood business opening
5. Announcement of a Wildwood business employment opportunity
6. Announcement of a special event for a Wildwood business

All other requests for content placement in the City's Weekly E-Newsletter and/or Social Media Pages may be proposed to the City Administrator for his/her review and consideration.

SECTION 2: External User Content
The following external user content is prohibited from being posted on the City's Social Media Pages, including the "Community Voice" and "Wildwood Listens" features on the City Website, and is subject to removal:

1. Profane language or content
2. Content that promotes, fosters or perpetuates discrimination of protected classes
3. Sexual harassment content
4. Solicitations of commerce or advertisements including promotion or endorsement, unless consistent with the City of Wildwood content, as described in Section 1
5. Promotion or endorsement of political issues, groups or individuals
6. Conduct or encouragement of illegal activity
7. Information that may tend to compromise the safety or security of the public or public systems
8. Content intended to defame any person, group or organization
9. Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement
10. Making or publishing of false, vicious or malicious statements, including but not limited to statements concerning the City, any City employee, and/or any elected or appointed City official.
11. Violent or threatening content
12. Disclosure of confidential, sensitive or proprietary information
13. Any other content deemed to be inappropriate by the City Administrator or Site Moderator

Prohibited external content shall be promptly documented (screenshot/printout), and then removed immediately by the City.

Individuals (e.g., friends, fans or followers) who continue to post prohibited content may be banned from posting on the City's Social Media Pages or Website.

Adopted February 22, 2016 (Resolution #2016-06)

RESOLUTION #2016-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD TO APPLY THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR FUNDING OF A CAPITAL PROJECT UNDER THE SURFACE TRANSPORTATION PROGRAM - SUBALLOCATED (STP-S) FEDERAL FUNDING PROGRAM FOR THE ST. LOUIS REGION.

WHEREAS, the Federal Surface Transportation Program - Suballocated (STP-S) funding program provides federal funding to municipalities through the Transportation Improvement Program; and

WHEREAS, recent improvements on Route 109, between Route 100 to Clayton Road, have slowed traffic, improved traffic flow and safety, as well as have provided improved bike and pedestrian facilities; and

WHEREAS, the City, working with MoDOT, has developed a Conceptual Plan for Route 109, which includes the following improvements:

- Widening of Route 109 to 4-lanes from Route 100 to (Old) Manchester Road with a raised median for access management.
- Re-decking and widening of the Route 109 Bridge over Route 100 to 4-lanes (This will be funded separately by MoDOT)
- A multi-lane roundabout at the Eastbound Route 100 ramps.
- A multi-lane roundabout at Main Street.
- Aesthetic enhancements to the Missouri Route 109 Bridge over Route 100 and to the existing concrete barrier walls immediately south of Pond-Grover Loop Road.
- Pedestrian and bike accommodations along Route 109.
- Continuous/aesthetic overhead lighting from Windsor Crest Blvd. to (Old) Manchester Road.
- Internally illuminated LED signs for the existing traffic signals on Route 109 at New College Avenue and at Route 109 at (Old) Manchester Road.
- Internally illuminated LED streetname signs to be mounted on decorative (aesthetic) “dusk to dawn” street light poles at all side roads on Route 109 between Clayton Road and (Old) Manchester Road. “
- Wayfinding signs along Route 109 at New College Avenue, (Old) Manchester Road, and Main Street and on Route 100 at Pond Road (if approved by MoDOT).
- Pedestrian Tunnel under Route 109 just south of Route 100 (Funded under separate TAP funds)

WHEREAS, the above proposed improvements to Missouri Route 109 will benefit the citizens of Wildwood and will promote and facilitate the development of the Town Center, as well as enhance the appearance of Missouri Route 109 through Town Center.

WHEREAS, by obtaining federal funds, the City can leverage its existing capital improvement funds as our local match would be 20% of the project's total cost.

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

1. The East/West Gateway Council of Governments and the Missouri Department of Transportation shall be notified as to the City's intentions.
2. The City of Wildwood shall apply for 80% federal funding for improvements to Route 109. Total estimated costs are $5,000,000. If funding is approved, the City will provide a local match of 20% ($1,000,000) of the project costs in the appropriate fiscal years. If funding is approved, the developer of the Main Street Crossing residential development project will be required to reimburse the City for 20% (about $286,000) of the actual project costs for the Main Street Roundabout.
3. The City Council hereby authorizes the Mayor to sign and execute the necessary documents for forwarding the project applications to the East-West Gateway Council of Governments and the Missouri Department of Transportation, including an Application Fee totaling $20,000, which shall be refunded if federal funding is not approved.
4. The Mayor is further authorized to sign subsequent amendments and other necessary documents between the City of Wildwood and the State of Missouri.

PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD THIS _____ DAY OF _____, 2016.

CITY OF WILDWOOD

BY: _____
TIMOTHY WOERTHER, MAYOR

ATTEST:

_____
CITY CLERK

MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: February 19, 2016

Re: STP-S Funding for Route 109

Background

As was discussed at the last City Council meeting, additional federal funding was recently announced under the Surface Transportation Program - Suballocated (STP-S) for the St. Louis region. STP-S federal funding can be utilized for a variety of transportation projects including pavement preservation, bridges, highway expansion, congestion mitigation, safety, and bicycle / pedestrian improvements. Sponsors must be able to provide a minimum of a twenty percent funding match. The deadline for submitting funding applications to the East-West Gateway Council of Governments is March 3rd, 2016.

Recommendation

For STP-S funding consideration, the Department is recommending the City submit a TIP application for federal funding of a project to improve Route 109. This project limits would be from Clayton Road to New College Avenue. The project scope would include the following and is shown graphically on the attached exhibit.

- Widen Route 109 to 4-lanes from Route 100 to (Old) Manchester Road and provide a raised median for access management.
- Construct a new multi-lane roundabout at the Eastbound Route 100 ramps.
- Construct a new multi-lane roundabout at Main Street.
- Aesthetic enhancements to the Missouri Route 109 Bridge over Route 100 and to the existing concrete barrier walls immediately south of Pond-Grover Loop Road. (Note we've recently been informed that MoDOT is also programming a new project to re-deck and widen this bridge to 4-lanes at a cost of $2.3M.)
- Provide pedestrian and bike accommodations along Route 109.
- Provide continuous/aesthetic overhead lighting from Windsor Crest Blvd to (Old) Manchester Road. (This lighting could be similar or the same as the lighting installed in the medians along Route 100 under the Great Streets project.)
- Provide internally illuminated LED streetname signs for the existing signals on Route 109 at New College Avenue and Route 109 at (Old) Manchester Road.
- Provide internally illuminated LED streetname signs to be mounted on decorative (aesthetic) "dusk to dawn" street light poles at all side roads on Route 109 between Clayton Road and (Old) Manchester Road.
- Provide Wayfinding signs along Route 109 at New College Avenue, (Old) Manchester Road, and Main Street and on Route 100 at Pond Road (if approved). Wayfinding signs would be identical to that installed on Route 100 as part of the Great Streets project.

We were also notified that our recent TAP application for federal funding to construct a new pedestrian tunnel under Route 109 just south of Route 100 was tentatively approved by the East-West Gateway Council of Governments. Therefore, our STP-S application will assume that the TAP funding is already approved and thus the pedestrian tunnel would be constructed as a separate project planned in conjunction with these improvements.

The remaining cost of the improvements to Route 109 has been estimated to be about $5,000,000. The Department is recommending the city provide a 20% local match, which would equate to about $1,000,000. If funding is approved, the

developer of the Main Street Crossing residential development project would be responsible for 20% (about $286,000) of the actual project costs for the Main Street Roundabout. Thus, the overall obligation for the City would be about $714,000.

Reasons for Recommendation

- This project will continue the recent improvements on Route 109 which have slowed traffic, improved traffic flow and safety, as well as provided improved bike and pedestrian facilities within the corridor.
- This project will promote and facilitate development of the Town Center, provide for a Main Street roundabout connection, and enhance the appearance of Route 109 through Town Center.
- By obtaining federal funds we can leverage our existing capital improvement funds (our local match would be 20%). We can also leverage the fact that MoDOT is also programming a $2.3M project to re-deck and widen the Route 109 overpass over Route 100 to 4-lanes.
- By sponsoring this project, the City has the opportunity to directly influence future improvements to Route 109 (recognizing that MoDOT will ultimately approve the project design).

Attached for your information is the Project Development Workbook for the STP-S funding program, which includes the scoring criteria, the concept plan for the corridor and the current estimated project costs.

This recommendation was approved by the Administrative/Public Works Committee at their February 2, 2016 meeting.

To submit the TIP application, the Department is requesting approval of Resolution 2016-07 in support of the application at the February 22, 2016 City Council meeting.

I will be available for any questions or comments at the February 22nd, 2016, City Council Work Session.

RCB

Estimate of Project Costs

Project Sponsor:	City of Wildwood, MO
Project Title:	Route 109 Improvements
Date:	19-Feb-16

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Pavement Removal	5,315	SY	$5.00	$26,575.00
Shoulder Removal	5,561	SY	$5.00	$27,805.00
Excavation and Grading, Unknown	1	LS	$154,398.00	$154,398.00
8" Concrete Base	11,671	SY	$55.00	$641,905.00
SP125 Asphaltic Concrete	1,882	TONS	$55.00	$103,510.00
4" Type 5 Aggregate Base	16,957	SY	$15.00	$254,355.00
Type A2 Shoulder	1,423	SY	$40.00	$56,920.00
7" Stamped Concrete Truck Apron	654	SY	$48.00	$31,392.00
Stamped Concrete Median	324	SY	$120.00	$38,880.00
5' x 3' Concrete Box Culvert	10	LF	$210.00	$2,100.00
8' x 6' Concrete Box Culvert	315	LF	$680.00	$214,200.00
Box Culvert - Extension	175	SF	$85.00	$14,875.00
Type A Curb	481	LF	$30.00	$14,430.00
Type A Curb and Gutter	625	LF	$30.00	$18,750.00
Type B Curb	3,465	LF	$25.00	$86,625.00
Type B Curb and Gutter	3,480	LF	$30.00	$104,400.00
Drainage, Unknown	1	LS	$77,199.00	$77,199.00
Bridge, Aesthetics (lighting, railing, form liners, coatings)	1	LS	$195,000.00	$195,000.00
Landscaping	21,629	SF	$3.50	$75,702.00
Erosion Control	1	LS	$15,439.80	$15,439.80
Water Quality Feature	1	LS	$90,000.00	$90,000.00
Streetlights for Median	15	EA	$6,000.00	$90,000.00
Metal Halide Streetlights for Roundabouts	8	EA	$4,500.00	$36,000.00
Replace existing HPS Luminaires with Metal Halide Luminaires	15	EA	$1,250.00	$18,750.00
Illuminated LED Street Name Sign for Signals	104	SF	$200.00	$20,800.00
Illuminated LED Street Name Sign and Streetlight for Side Roads	12	EA	$7,500.00	$90,000.00
Power Supply and Lighting Controller Station	2	EA	$7,000.00	$14,000.00
Metered Service Pedestal for LED Street Name Sign	2	EA	$1,300.00	$2,600.00
Guide Wayfinding Sign	6	EA	$5,700.00	$34,200.00
Pavement Marking and Roadway Signing	1	LS	$15,439.80	$15,439.80
Traffic Control	1	LS	$46,319.40	$46,319.40
			SUBTOTAL	**$2,612,570.00**

Specific Bicycle Items

Item	Quantity	Unit	Unit Price	Amount
Shared Use Path (Asphalt)	366	TONS	$68.00	$24,867.60
6" Type 1 Aggregate Base	2,209	SY	$15.00	$33,128.33
Steel Bollards on Shared Use Path	4	EA	$900.00	$3,600.00
			SUBTOTAL	**$61,595.93**

Specific Pedestrian Items

Item	Quantity	Unit	Unit Price	Amount
Concrete Sidewalk, 4"	1,295	SY	$34.00	$44,030.00
4" Type 1 Aggregate Base	1,295	SY	$4.50	$5,828.00
Tree Grate	63	EA	$1,250.00	$78,750.00
Streetlights for Sidewalk	13	EA	$6,000.00	$78,000.00
			SUBTOTAL	**$206,608.00**

Miscellaneous Other Items				
Item	**Quantity**	**Unit**	**Unit Price**	**Amount**
Typical Utilities	1	LS	$38,599.50	$38,599.50
Incidentals	1	LS	$154,398.00	$154,398.00
Mobilization	1	LS	$122,950.86	$122,950.86
			SUBTOTAL	**$315,948.36**

Construction Cost Total	**$3,196,722.29**
Contingency	**$479,508.34**
Inflation	**$399,671.98**
Preliminary Engineering	**$407,590.26**
Right-of-Way	**$11,400.00**
Construction Engineering/Inspection	**$489,108.31**
Project Total *	**$4,984,001.19**

Estimate of Project Costs

Project Sponsor:	City of Wildwood, MO
Project Title:	Route 109 Improvements - Main Street Roundabout
Date:	19-Feb-16

Specific Roadway Items

Item	Quantity	Unit	Unit Price	Amount
Pavement Removal	897	SY	$5.00	$4,484.67
Shoulder Removal	1,661	SY	$5.00	$8,306.83
Excavation and Grading, Unknown	1	LS	$56,455.13	$56,455.13
8" Concrete Base	4,138	SY	$55.00	$227,611.96
SP125 Asphaltic Concrete	912	TONS	$55.00	$50,179.02
4" Type 5 Aggregate Base	5,517	SY	$15.00	$82,759.55
Type A2 Shoulder	231	SY	$40.00	$9,255.71
7" Stamped Concrete Truck Apron	293	SY	$48.00	$14,086.90
5' x 3' Concrete Box Culvert	10	LF	$210.00	$2,100.00
8' x 6' Concrete Box Culvert	315	LF	$680.00	$214,200.00
Type A Curb	248	LF	$30.00	$7,440.00
Type A Curb and Gutter	313	LF	$30.00	$9,390.00
Type B Curb	1,624	LF	$25.00	$40,600.00
Type B Curb and Gutter	1,264	LF	$30.00	$37,920.00
Drainage, Unknown	1	LS	$28,227.56	$28,227.56
Landscaping	10,012	SF	$3.50	$35,042.00
Erosion Control	1	LS	$5,645.51	$5,645.51
Streetlights for Median	4	EA	$6,000.00	$24,000.00
Metal Halide Streetlights for Roundabouts	4	EA	$4,500.00	$18,000.00
Guide Wayfinding Sign	1	EA	$5,700.00	$5,700.00
Pavement Marking and Roadway Signing	1	LS	$5,645.51	$5,645.51
Traffic Control	1	LS	$16,936.54	$16,936.54
			SUBTOTAL	**$903,986.90**

Specific Bicycle Items

Item	Quantity	Unit	Unit Price	Amount
Shared Use Path (Asphalt)	121	TONS	$68.00	$8,243.91
6" Type 1 Aggregate Base	732	SY	$15.00	$10,982.45
Steel Bollards on Shared Use Path	2	EA	$900.00	$1,800.00
			SUBTOTAL	**$21,026.36**

Specific Pedestrian Items

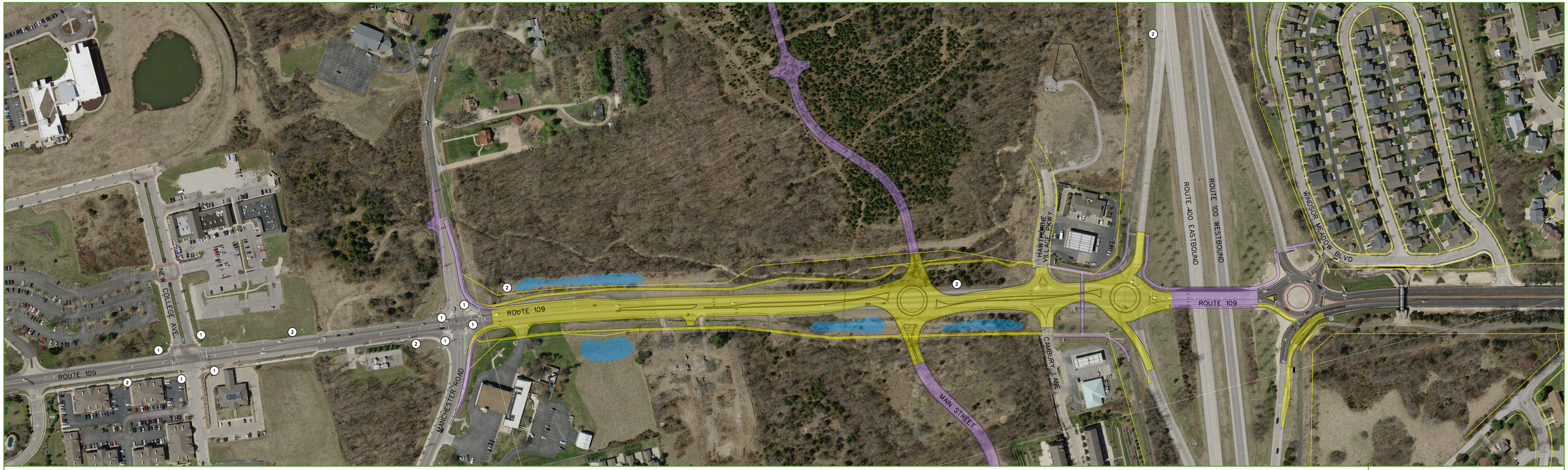
Item	Quantity	Unit	Unit Price	Amount
Concrete Sidewalk, 4"	563	SY	$34.00	$19,128.09
4" Type 1 Aggregate Base	563	SY	$4.50	$2,532.00
Tree Grate	25	EA	$1,250.00	$31,250.00
Streetlights for Sidewalk	5	EA	$6,000.00	$30,000.00
			SUBTOTAL	**$82,910.09**

Miscellaneous Other Items

Item	Quantity	Unit	Unit Price	Amount
Typical Utilities	1	LS	$14,113.78	$14,113.78
Incidentals	1	LS	$56,455.13	$56,455.13
Mobilization	1	LS	$43,139.69	$43,139.69
			SUBTOTAL	**$113,708.60**

Construction Cost Total	$1,121,631.95
Contingency	$168,244.79
Inflation	$140,232.66
Preliminary Engineering	$143,010.94
Right-of-Way	$0.00
Construction Engineering/Inspection	$171,613.13
Project Total *	$1,744,733.46

Total Cost for Payne Construction (20%)	$286,021.88



LEGEND

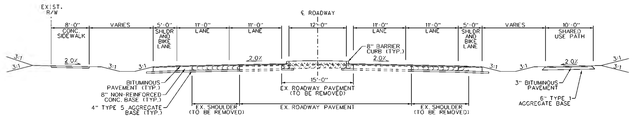
- ROUTE 109 CORRIDOR IMPROVEMENTS TIP FUNDING PENDING
- ROUTE 109 COMPREHENSIVE PLAN FUNDING BY OTHERS
- POTENTIAL AREA FOR WATER QUALITY FEATURE

SCALE

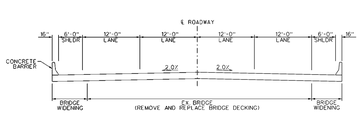
0 100 200 300

1 EXAMPLE LED STREET NAME SIGN

2 EXAMPLE WAYFINDING SIGN



TYPICAL SECTION - ROUTE 109
MANCHESTER ROAD TO MAIN STREET
(LOOKING SOUTH)



TYPICAL SECTION - ROUTE 109
BRIDGE ACROSS ROUTE 100
(LOOKING SOUTH)

WILDWOOD HRGreen

EXHIBIT 1

ROUTE 109 CORRIDOR FUTURE IMRPOVEMENTS

Project Development Workbook

FY 2017-2020 Local Program

Surface Transportation Program – Suballocated (STP-S)

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

December 2015

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I. New Project Application Process

Project sponsors interested in proposing projects for consideration under the Surface Transportation Program – Suballocated (STP-S) Program should do so by submitting an application by **Thursday, March 3, 2016, 4:00 p.m**. The STP-S New Project Online Application form can be accessed at: http://www.ewgateway.org/tiponlineapp/stp2016.pdf

The application is completed on the East-West Gateway (EWG) website. This file stores vital project information that is used to evaluate the projects. It's important that the data entered into our online application matches the completed project application delivered to EWG.

Project sponsors wanting feedback on applications may submit a preliminary copy by February 4, 2016. Simply mark preliminary on the application by that date if you desire comments. Due to volume of applications, each sponsor may receive no more than three preliminary application reviews (for all funding categories). East-West Gateway staff will review the applications submitted and comment by e-mail. Staff will return comments by February 18, 2016. If submitting a preliminary application for feedback, a final application must be submitted by March 3, 2016.

An application fee is required for each project that is submitted for consideration. The application fee is ½ of 1% of the federal funds being requested. For example, a sponsor requesting $800,000 in federal funding would be required to pay a $4,000 application fee. If the project is not recommended for funding, the application fee will be refunded. Counties (including the City of St. Louis) and states make annual contributions to East-West Gateway and as such a credit equal to their annual contribution is applied against their application fees.

Sponsors are encouraged to read the guidelines included in this workbook regarding project eligibility, the selection process, and the Policy on Reasonable Progress. Evaluation of individual projects, including air quality conformity, will utilize information provided in all areas of the application. Please provide all information as completely as possible. Additional relevant project data may be attached and is encouraged. If any of the information requested is unclear, incomplete, or missing, or if there are questions of applicability, contact Jason Lange in MO: (314) 421-4220 or IL: (618) 274-2750. Staff will provide assistance upon request.

A completed project application consists of one (1) printed original application, signatures, and supplemental information and one (1) electronic copy in Adobe Acrobat (.pdf) format containing the project application/signatures/supplemental information. Do not send or include multiple files, send one .pdf. Failure to provide supporting documentation for the evaluation areas will result in zero points for that area.

The printed original application must be postmarked by Thursday, March 3, 2016. Hand delivered originals and the electronic copy must be submitted by 4:00 p.m. on Thursday March 3, 2016. Electronic copies may be emailed, burned on a CD/DVD, or stored on a

removable disk drive in Adobe Acrobat file (.pdf). Applications received after the deadline will not be accepted. Early submissions are appreciated. Only use binder clips when submitting the printed project application/signatures/supplemental information. Sponsors may divide sections using tabs. **Please make sure applications are NOT bound or stapled.**

Project applications should be addressed to:

East-West Gateway Council of Governments
Attn: Transportation Planning Dept. - STP-S
Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102

Electronic submissions not included with final application should be emailed to: jason.lange@ewgateway.org. The subject should read: <Your City> - <Project Title> Application. For example: Subject: Big City - Main Street Intersection Application.

While sponsors are encouraged to provide as much additional relevant background information as they deem necessary, no project will be evaluated unless the application submitted by March 3, 2016 includes:

- Completed Project Application - Marked 'final'
  - Please note that the application form for new project submittals (STP-S New Project Application form) is available online only. http://www.ewgateway.org/tiponlineapp/stp2016.pdf
- Project application fee (½ percent of federal funds requested)
- Project application checklist (with signature)
- Supplemental materials including as necessary: pavement ratings, bridge ratings (from state DOT), accident data (summary of police reports), Level of Service Calculations). Failure to include required data will result in zero points in the associated category
- Location map
- Letter of permission from owner of facility (required if sponsor does not own roadway)
- Congestion Management Study, if required
- Estimate of Project cost* – download excel file from TIP application page
- Crash Summary Form* – download excel file from TIP application page (if necessary)
- ITS project consistency statement* (if necessary) – found on TIP application page
- Letter of project support from third party providing financial support (if necessary)
- Project Schedule
- Financial Certification of Matching Funds Signatures
- Person of Reasonable Charge Certification signatures
- Title VI Certification signatures

- Reasonable Progress and Right-of-Way Certification signatures (Missouri Projects Only)
- Typical section showing current and proposed improvements including bike/ped facility widths, lane widths, shoulder widths, # of lanes, etc. (One cross-sction should show current, the second should show proposed)

Other required information includes:

- Operations and Maintenance form

Only one Operations and Maintenance form is required per sponsor regardless of the total number of projects submitted.

*Changes to STP-S application/evaluation since last round. Details follow in workbook.

- Crash Summary Form (.xls) – Sponsor must complete this form to gain points in safety. No form = zero points. Form found on TIP application page
- ITS project consistency statement required if ITS elements in project.
- Estimate of project cost (formerly detailed cost estimate) is required to be submitted as an excel file as well as included in the application.

II. FY 2017-2020 TIP Development Guidelines

A. Introduction

The Fixing America's Surface Transportation (FAST) as enacted by Congress and signed by the President on December 4, 2015 includes regulations for categorical funding programs for highway projects and provides flexibility in the funding of all transportation projects. Opportunities are provided to fund roadway, transit, and other transportation projects from a number of funding categories.

Under FAST, a Metropolitan Planning Organization (MPO) is required to develop fiscally constrained long-range transportation plans and Transportation Improvement Programs (TIP). The East-West Gateway Council of Governments, as the MPO for the St. Louis region, selects projects in accordance with principles and framework identified in the long-range transportation plan for the region, *Connected2045*. These projects must be consistent with the region's goals, objectives, and priorities in consultation with the states. The development of the FY 2017-2020 TIP is guided by metropolitan transportation planning, FAST, Section 1201.

B. Geographic Scope

The entire eight-county metropolitan area will be included in the FY 2017-2020 TIP. The area includes Madison, Monroe, and St. Clair counties in Illinois; the City of St. Louis; and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri.

C. General Policies

General policies established in FAST are followed in the programming of local transportation projects submitted for the FY 2017-2020 TIP.

- Project funding in the FY 2017-2020 TIP shall not exceed the anticipated available funds.
- The TIP will be limited to a single four-year period and be fiscally constrained.
- Procedures for the evaluation, selection, and programming of new projects in the FY 2017-2020 TIP will be based on policies and criteria approved by the EWGCOG Board of Directors and will be consistent with the provisions, regulatory guidance, and intent of FAST
- Projects will be programmed in specific federal funding categories suballocated through the Surface Transportation Block Grant Program. The funding categories included in this workbook are the Surface Transportation Program (STP-S) for Missouri and Illinois.
- Illinois - STP-S funds are available only for construction (not construction engineering) in FY 2020. Sponsors will be asked to revise the financial plan page and schedule in the application if applicable.
- Missouri - STP-S Funds are available starting in FY 2018 (preliminary engineering only), FY 2019 (except construction), and FY 2020 for three phases of work: preliminary engineering, right of way acquisition, and construction (including construction engineering). Sponsors will be asked to revise the financial plan page and schedule in the application if the financial plan does not match the funding availability.

D. Project Sponsorship

Projects must have an appropriate government sponsor. Sponsors include but are not limited to states, counties, municipalities, and transit districts. Not-for-Profits must seek an appropriate government sponsor to act as sponsor for their project. Sponsors are encouraged to coordinate planning efforts and improvements with other governmental entities, agencies, and organizations. Missouri project sponsorship is defined in the Local Public Agency Manual (136.1.2.2)

E. Project Requirements

Responsibilities associated with project sponsorship through the project development and implementation process include:

- Providing an application fee of ½ of one percent of the total federal funds requested for each project, in compliance with a policy of the EWG Board of Directors. For example, if a sponsor is requesting federal funds in the amount of $800,000 for a particular project, then the application fee for that project would be $4,000. The application fee will be refunded if the project is not selected for inclusion in the FY 2017-2020 TIP. The refund occurs after approval of the FY 2017-2020 TIP.
- Ensuring the proper documentation is submitted with the formal application. See checklist at the end of the project application. This includes all relevant data to support measures of facility conditions as well as relevant supporting data from such sources as the US Census.

- Securing at least 20% local matching funds in Missouri and 25% local matching funds in Illinois and providing operations and maintenance information
- Reporting and maintaining all records and receipts as required by the procedures established by the Federal Highway Administration, Federal Transit Administration, and appropriate state transportation agency.
- Sponsor is compliant with laws and regulations including, but not limited to: FAST, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Sponsors must document a 'Person of Responsible Charge'. Missouri sponsors must have at least one staff person that has completed Local Public Agency Basic Training. Information on classes is available here: http://www.modot.org/business/lpa/cert_train.htm
- Sponsor of selected project required to attend one public open house meeting (Missouri local public agency sponsors)
- Sponsor commits to ongoing maintenance of facility following end of federal-aid work

Where applicable, projects must comply with the Regional ITS Standards as set forth in the document titled Bi-State St. Louis Regional ITS Architecture, July 2015 (found at: bit.ly/EWGITS) as well as the Congestion Management Process (CMP). The CMP (found at: bit.ly/EWGCMP) is an objectives-driven and performance based approach to defining and managing congestion that makes the transportation system performance and congestion management a core activity, as opposed to an isolated standalone process and function. The project application should identify what CMP goals/objectives the project addresses and how they will be achieved. Projects with ITS components are required to complete the ITS project consistency statement.

It is the policy of EWGCOG to encourage involvement by the public sector and citizens in the transportation decision making process for the St. Louis region.

The same project application is used for Missouri and Illinois projects.

III. Surface Transportation Program - Suballocated (STP-S)

A. Program Summary

FAST has authorized funding through the Surface Transportation Block Grant Program (STBGP). FAST prescribes minimum levels of STPBGP funds that must be spent in the metropolitan area, called Suballocated or STP-S funds. The Missouri portion of the region receives funds based on the state of Missouri's federal funding allocation. The Illinois portion of the region receives funds based on the state of Illinois's federal funding allocation.

Projects in the STP-S category will be selected by East-West Gateway in consultation with the states. This funding category has the widest array of eligible projects. Some of

the projects that can be funded in this category include road resurfacing and reconstruction, bridge improvements, traffic flow improvements, capital improvements to intelligent transportation systems (ITS), public transit projects, carpool projects, and bicycle and pedestrian projects. Utility relocations associated with a project may utilize federal funds as well. See **Appendix A** for a listing of eligible activities for STP-S funds.

B. Project Eligibility

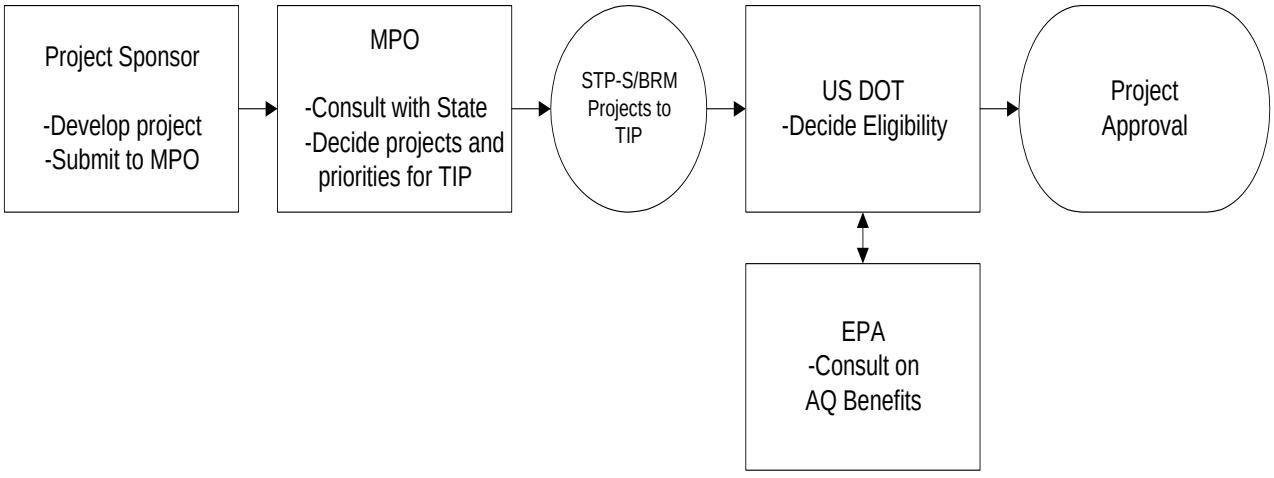
Two criteria determine project eligibility.

1. The improvement or service must be consistent with the regional priorities outlined in *Connected2045*, the long-range transportation plan for the St. Louis region.
2. Road improvements must be on a public road (existing or planned) that is federally functionally classified as an urban collector (minor or major), a rural major collector, an arterial, or an expressway. Funding for bridge replacements or rehabilitations is limited to deficient bridges. The list of bridges eligible for STP-S funding can be found at: bit.ly/STPbridge2015 or bit.ly/BRMbridge2015. Bridge projects using STP-S funds are not restricted to the roadway classification requirement and can be on any public road. Bridge projects on routes classified as local roads or rural minor collectors may include reasonable approach roadway necessary to connect to the existing road and to return the new grade to normal ground. Also projects listed in paragraphs (4) through (11) in **Appendix A** are exempt from functional class requirements. More information on roadway functional class is available at: www.ewgateway.org/trans/funcclass/funcclass.htm

IV. STP-S Project Development and Selection Process

A. Project Identification and Development

Figure 1



The development, selection, and implementation of STP-S projects is a process involving agencies at the local, state, and federal levels. Interaction, coordination, and consultation are required for a project to go from development to implementation. **Figure 1** illustrates the process projects must go through and the agencies involved in funding a project through the STP-S program.

Project sponsors are responsible for developing the potential STP-S projects and submitting the projects to the East-West Gateway Council of Governments for review and evaluation. Project submissions should be completed according to the guidelines described in this workbook.

Once EWGCOG staff, in consultation with the states and citizens of the region, has reviewed, evaluated, and ranked the STP-S candidate projects, projects recommended for funding are presented to the Board of Directors for approval. Approved projects are then included in the Transportation Improvement Program (TIP). The TIP is reviewed by the Federal Highway Administration and the Federal Transit Administration in consultation with the Environmental Protection Agency to determine project eligibility and compliance with air quality requirements. After the approval of the TIP by these federal agencies, projects included therein are eligible to receive federal funds. Project sponsors then work directly with the state department of transportation or federal agency to arrange for reimbursement of project expenses.

B. Project Evaluation

Working together through the MPO and in consultation with the states, committees of local government representatives are responsible for selecting projects in the local STP-S program.

For both the Illinois and Missouri portions of the region, EWGCOG staff evaluates local projects relative to how well they address the ten principles and strategies outlined in *Connected2045*. In addition, each project is evaluated based on utilization, cost effectiveness, and need, with consideration given to equity among the many jurisdictions within the region. Then projects are ranked based on these criteria.

Following is a detailed description of the evaluation and ranking process that EWGCOG staff uses to determine the best investment of federal transportation funds to locally sponsored projects:

(a) Projects undergo a screening process to determine project and sponsor eligibility, availability of local matching funds and a feasible financial plan, and financial need.

(b) Council staff evaluates local projects submitted for inclusion in the TIP with respect to how well they would meet each of the six project priority areas and be consistent with the ten principles that make up the framework of *Connected2045*. These six priority areas constitute an inclusive and strategic framework to ensure that the needs of transportation system users constitute the principle reference

points for regional decision-making. The six project priority areas (in order of regional significance) and the goals of each are:

i. **Preservation of the Existing Infrastructure** - Achieved by managing and maintaining current roadway, bridge, transit, and intermodal assets.
ii. **Safety and Security in Travel** - Achieved by decreasing the risk of personal injury and property damage on, in, and around transportation facilities.
iii. **Congestion Management** - Achieved by ensuring that congestion of the region's roadways does not reach levels that compromise economic competitiveness.
iv. **Access to Opportunity** - Achieved by addressing the complex mobility needs of persons living in low-income communities and persons with disabilities.
v. **Sustainable Development** - Achieved by accommodating all users and modes of travel
vi. **Efficient Movement of Goods** - Achieved by improving the movement of freight within and through the region by rail, water, air, and surface transportation modes

Only one priority area may be selected as a primary priority area and the primary priority cannot be changed. Council staff has refined these performance measures and incorporated them into the evaluation process for local transportation projects submitted for TIP consideration. The performance measures are intended to be indicators of the magnitude of need of a submitted improvement.

To receive points in each area, the sponsor is required to provide supporting documentation along with the project application submittal. This information includes:

Preservation

-Pavement – Pavement condition rating number must be listed in the system condition box on page 9 of the application. Documentation must be provided to show how the pavement condition was reached. LPAs with a pavement management system may include a printout of the pavement management database showing the rating of the facility and in. If a pavement management system is used, the LPA must reference the software used in the application. LPAs without a pavement management system must use a visual rating system (for example, PASER). If a visual rating system is used, this system must be referenced in the application. If a visual rating system is used then the pavement must be rated at locations at a uniform distance. Photographs of the pavement at the rating locations are required as well as a map showing the rating locations.

-Bridge – Bridge rating must be listed in the system condition box on page 9 of the application. A printout of the state's bridge inspection report is required. If a bridge inspection report is not available, contact EWG staff for assistance.

-Signal/Transit/Port/Freight – Provide supporting documentation to document the condition

-Bike/Ped – Average PSR rating must be listed in the system condition box on page 9 of the application. If project is on a local road or minor collector the maximum points a project can receive in preservation is one unless project is located within ½ mile of a PUI grid of 3. See appendix F of the workbook for information on evaluation of sidewalks.

Safety

-Road/Intersection – Crash Summary Form – Sponsor must complete this form to gain points in safety. No points will be awarded if the documentation is not provided. This form must be downloaded from TIP application page

-Bridge – LPA must include state inspection report

-Transit/Other – Provide supporting documentation to document the condition

-Bike/Ped – Proposed facility must meet criteria to gain points. Points gained based on minimum widths

Congestion

- Road/bridge/intersection - To gain points, the LPA must show calculations showing peak hour level of service and document that the parts of the project that would include the level of service (i.e center turn lane). ITS Project Consistency Statement must be completed if project impacts ITS. Statement can be downloaded from TIP application page.

- Transit/Education/etc. – Provide supporting documentation to document the condition

Access to Opportunity

- LPA must indicate on Page 12 of the application what transit route is within ½ mile of project. A map showing this route must be attached. EWG Staff determines what areas are within environmental justice area. This information is in Appendix F

Sustainable Development.

- To gain 3 or 5 points, the LPA must indicate the project is within ½ mile of a PUI of 3 or higher. The LPA must include a reference from an approved plan to the project or type of project. The LPA must not include the entire plan. If the reference in the plan is not readily found then the LPA will get zero points.

Goods Movement

-Improvement must be freight specific

(c) Facility utilization is part of the criteria for determining a project's benefits. To cut across modes (roads, transit, etc.), the unit of measure used for utilization is Person Miles of Travel (PMT). PMT is a function of vehicle occupancy, number of vehicles, and project length. Points are added to the project's score depending on where the PMT falls within a specified range.

(d) Cost effectiveness is determined for each project by dividing the annualized amount of total federal funds requested for project implementation by the total project score.

(e) Finally, all projects are ordered by cost effectiveness. Projects that are identically ranked are arranged by cost, from lowest to highest. If two projects have an identical cost effectiveness measure, the project requesting a lesser amount of federal funds will be determined to have higher priority.

In Illinois, locally sponsored projects receive significant review from committees of elected officials established in each of the three counties. These committees in turn make recommendations to the Illinois Transportation Planning Committee, which then ranks projects using the established project evaluation criteria as a tool. The Missouri Transportation Planning Committee follows a similar process in reviewing the project rankings developed by the EWGCOG staff.

The following set of principles assists EWGCOG staff and the planning committees in each state in reaching consensus on the program of local projects:

1. All projects must be consistent with clean air requirements and conform to the state's implementation plans for air quality.
2. All projects must have a financial plan that demonstrates how the sponsor will pay for the project.
3. Projects must have a reasonable, demonstrated degree of political and community support.
4. Provisions are made to encourage reasonable program equity among the counties.
5. Efforts are made to obtain maximum advantage of flexibility in the use of financial resources and ensure full use of federal, state, and local funds available to the region.
6. Each county (including the City of St. Louis) should have at least one project.

Funds anticipated for local projects are committed to the highest ranking projects. Adjustments are made to ensure each county has at least one project.

C. Project Selection

Project selection involves setting the priority list of eligible projects for funding through the STP-S program. These priorities are established locally and are based in large part on the project's consistency with *Connected2045*. Decisions regarding project selection are accomplished through the regional transportation planning process involving the East-West Gateway Council of Governments, Missouri Department of Transportation, Illinois Department of Transportation, local transit providers, and the citizens of the region.

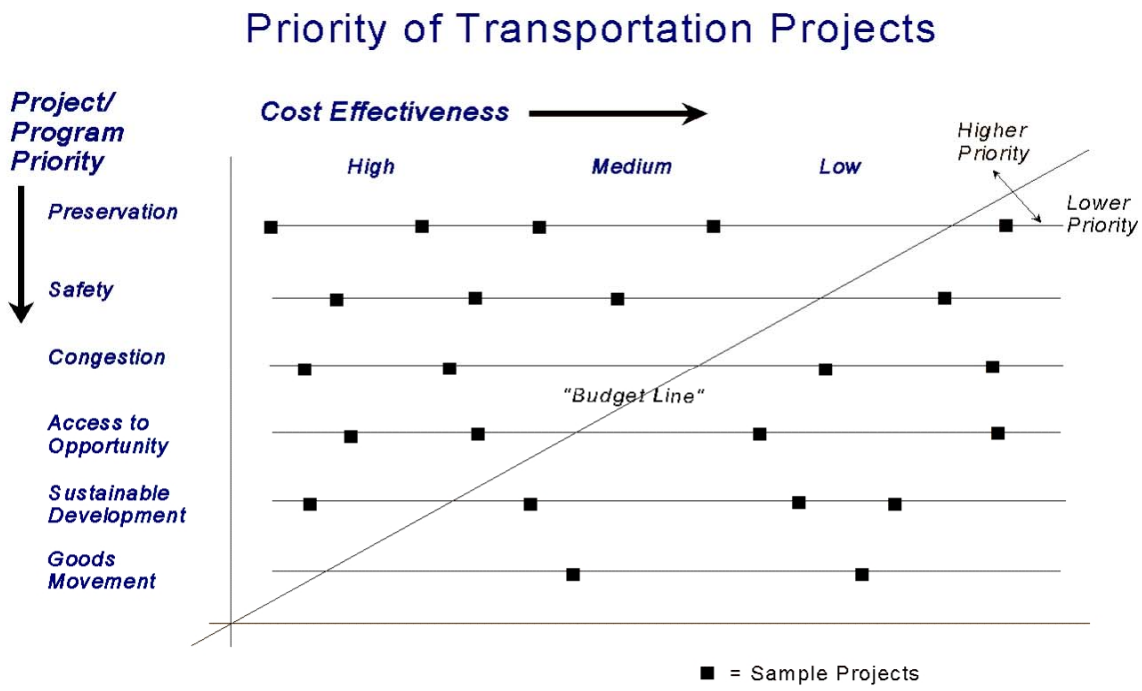
Two significant factors play a role in setting priorities for projects:

- Cost Effectiveness
- Project/Program Priority in the long range transportation plan

Cost effectiveness is used in the project selection process as a primary measure to establish priority. Projects that are highly cost effective have a higher priority than ones with a low cost effectiveness. This measure is used as a means of comparing various types of projects in a common way: cost per unit of benefit. Once projects are evaluated, they are ranked relative to cost effectiveness.

As illustrated in **Figure 2**, each of the evaluation areas are based on performance measures set in *Connected2045*. Projects above the "Budget Line" on the priority scale are considered "high priority" projects and will be included in the list of projects recommended for inclusion in the TIP. Projects recommended for inclusion in the TIP through the STP-S project selection process are presented to the Transportation Planning Committees (TPCs), the Interagency Consultation Group (IACG), the Executive Advisory Committee (EAC), and the Board of Directors of the EWGCOG. Additionally, public participation requirements will apply to the projects recommended for inclusion in the TIP.

Figure 2



D. Policy on Reasonable Progress

There has been increased concern in recent years regarding the implementation of projects programmed in the TIP. For various reasons, some projects have not progressed toward implementation several years after being programmed. The policy on Reasonable Progress has helped increase the number of programmed projects that are implemented in a timely manner. The implementation status of projects in this and previous TIPs is accounted for and reported through the Project Monitoring and Tracking Process.

For projects or programs included in the TIP, "reasonable progress" will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (i.e., Preliminary Engineering (PE), Right of Way Acquisition (ROW), or Plans Specifications and Estimates (PSE)/Construction). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding for that year will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the project sponsor in the project application.

Reasonable Progress Policy Enforcement

Projects that do not obligate all federal funds for use by the September 30 suspense date will be removed from the TIP, and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor would have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (i.e., not meet a September 30 deadline), the project sponsor will have the opportunity to ask for consideration of a "one-time extension" in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the sponsor has to demonstrate on all counts: a.) The delay is beyond their control and the sponsor has done diligence in progressing the project; b.) Federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; c.) There is a realistic strategy is in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by East-West Gateway staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis (subject to available funding) and are subject to the Board adopted rules for TIP modifications.

Reasonable Progress Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the East-West Gateway website, utilizing project information provided by the project sponsor, IDOT and MoDOT District offices. Additionally, project sponsors are contacted, at least every six months, by EWGCOG staff for project status interviews.

VI. Congestion Management Report and Regional ITS Architecture

Additional analysis is required by all project sponsors proposing a project to increase the carrying capacity for single occupant vehicles by adding through lanes or constructing a new road where the road is or will be classified on the Federal Roadway Functional Classification as an Arterial or above and extends for more than one mile or the whole distance between major route intersections. A major route intersection is where both of the intersecting roads are classified as an arterial or above.

This documentation must be submitted by the sponsoring agency and show that proper consideration of demand management strategies to address the congestion problems have been given.

To meet this requirement, an evaluation of the impact to SOV capacity of reasonable demand management strategies that fit in the corridor must be completed. The evaluation should estimate the ADT that can be reduced by the demand management strategies. If the remaining future ADT, after taking into account the reduction of SOVs as a result of reasonable demand management strategies, is sufficient to justify the increased capacity, the project is eligible to be added to the TIP.

The analysis must follow the framework of the *St. Louis Region Congestion Management Process Mitigation Handbook* and be included with the project application. The Congestion Mitigation Handbook provides a systematic approach and guidance for considering alternative strategies to address congestion. The handbook is available through EWGCOG and can be obtained by contacting Jason Lange in MO: (314) 421-4220 or IL: (618) 274-2750. The report should state whether or not the sponsor has considered all reasonable available strategies to manage the facility before choosing the proposed improvement. If the strategies are not being included, the report should state why. The strategies are included in **Appendix B**.

Projects with ITS elements must complete the ITS Project Consistency Statement. The statement is found on the TIP application web page.

APPENDIX A – Eligible Activities for STP-S program

(1) Construction of—

(A) highways, bridges, tunnels, including designated routes of the Appalachian development highway system and local access roads under section 14501 of title 40;

(B) ferry boats and terminal facilities eligible for funding under section 129(c);

(C) transit capital projects eligible for assistance under chapter 53 of title 49;

(D) infrastructure-based intelligent transportation systems capital improvements;

(E) truck parking facilities eligible for funding under section 1401 of MAP–21 (23 U.S.C. 137 note); and

(F) border infrastructure projects eligible for funding under section 1303 of SAFETEA–LU (23 U.S.C. 101 note).

(2) Operational improvements and capital and operating costs for traffic monitoring, management, and control facilities and programs.

(3) Environmental measures eligible under sections 119(g), 328, and 329 and transportation control measures listed in section 108(f)(1)(A) (other than clause (xvi) of that section) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).

(4) Highway and transit safety infrastructure improvements and programs, including railway-highway grade crossings.

(5) Fringe and corridor parking facilities and programs in accordance with section 137 and carpool projects in accordance with section 146.

(6) Recreational trails projects eligible for funding under section 206, pedestrian and bicycle projects in accordance with section 217 (including modifications to comply with accessibility requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)), and the safe routes to school program under section 1404 of SAFETEA–LU (23 U.S.C. 402 note).

(7) Planning, design, or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

(8) Development and implementation of a State asset management plan for the National Highway System and a performance-based management program for other public roads.

(9) Protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) for bridges (including approaches to bridges and other elevated structures)

and tunnels on public roads, and inspection and evaluation of bridges and tunnels and other highway assets.
(10) Surface transportation planning programs, highway and transit research and development and technology transfer programs, and workforce development, training, and education under chapter 5 of this title.
H. R. 22—29
(11) Surface transportation infrastructure modifications to facilitate direct intermodal interchange, transfer, and access into and out of a port terminal.
(12) Projects and strategies designed to support congestion pricing, including electronic toll collection and travel demand management strategies and programs.
(13) At the request of a State, and upon Secretarial approval of credit assistance under chapter 6, subsidy and administrative costs necessary to provide an eligible entity Federal credit assistance under chapter 6 with respect to a project eligible for assistance under this section.
(14) The creation and operation by a State of an office to assist in the design, implementation, and oversight of publicprivate partnerships eligible to receive funding under this title and chapter 53 of title 49, and the payment of a stipend to unsuccessful private bidders to offset their proposal development costs, if necessary to encourage robust competition in public-private partnership procurements.
(15) Any type of project eligible under this section as in effect on the day before the date of enactment of the FAST Act, including projects described under section 101(a)(29) as in effect on such day.

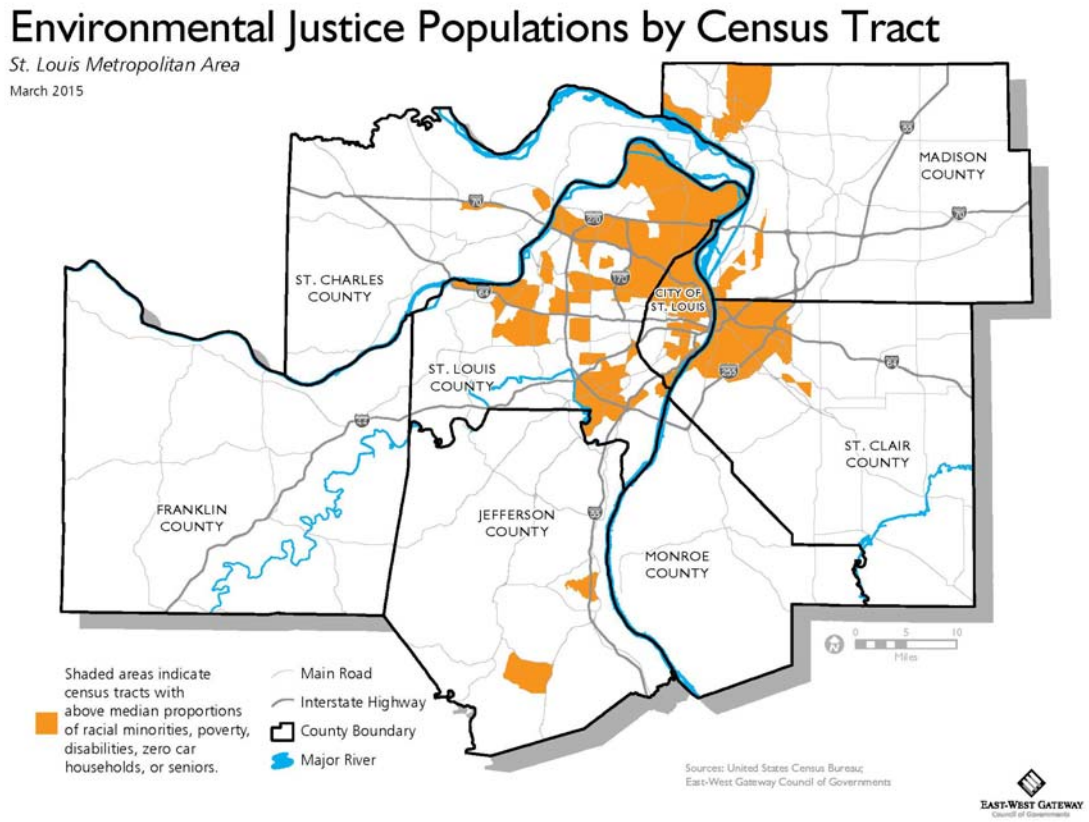
Appendix B - Congestion Management Strategies

Potential Congestion Management Strategies	
Strategy Class	**Representative Strategies/Measures**
Transportation Demand Management (TDM) Measures	Ridesharing (carpool/vanpool) Alternative Work Arrangements (telecommuting, flex-time, compressed work week) Transit and/or Shared Ride Subsidies Parking Management Guaranteed Ride Home Programs
Traffic Operational Improvements	Traffic Signal Improvements (timing improvements, demand-responsive signals, coordinated systems, computerized systems) Roadway geometric Improvements (turn lanes, acceleration/deceleration lanes, channelization) Time-of-Day Restrictions (turn restrictions, truck restrictions) Ramp Metering Commercial Vehicle Improvements Construction Management
High Occupancy Vehicle (HOV) Measures	HOV Lane Priority HOV Signal Priority HOV Access Priority (ramp by-pass) Support Facilities and Services (park-and-ride facilities)
Public Transit Capital Improvements	Exclusive Right-of-Way (rail, busways, bus lanes) Bus By-Pass Ramps Fleet Expansion Vehicle Replacement/Upgrades Transit Vehicle Management Systems Park-and-Ride Facilities Mode Change facilities (transit centers, transit rail stations)
Public Transit Operational Improvements	Transit Service Improvements (frequency, stop frequency, vehicle type, operating hours) Transit Routing Changes (modifications, expansion) Transit Coordination/Marketing Transit Information Systems Fare Reductions or Packages Traffic Operations (signal preemption, turnouts, rail crossing coordination)
Bicycle and Pedestrian Improvements	Infrastructure Improvements (bike lanes, paths, sidewalks) Support Services (bike racks and lockers, bike route maps)
Congestion Pricing	Road User Fees Parking Fees
Growth Management Strategies	Land Use Policies/Regulation Design Standards
Access Management	Driveway Control Median Control Frontage Roads
Incident Management	Detections Response Clearance Information/Routing
Intelligent Transportation Systems (ITS)	Advanced Traffic Management Systems (ATMS) Advanced Traveler Information Systems (ATIS) Advanced Public Transportation Systems (APTS) Commercial Vehicle Operations (CVO)
General Purpose Lanes	Freeway Lanes Arterial Lanes

APPENDIX C – Environmental Justice and Project Utilization Index

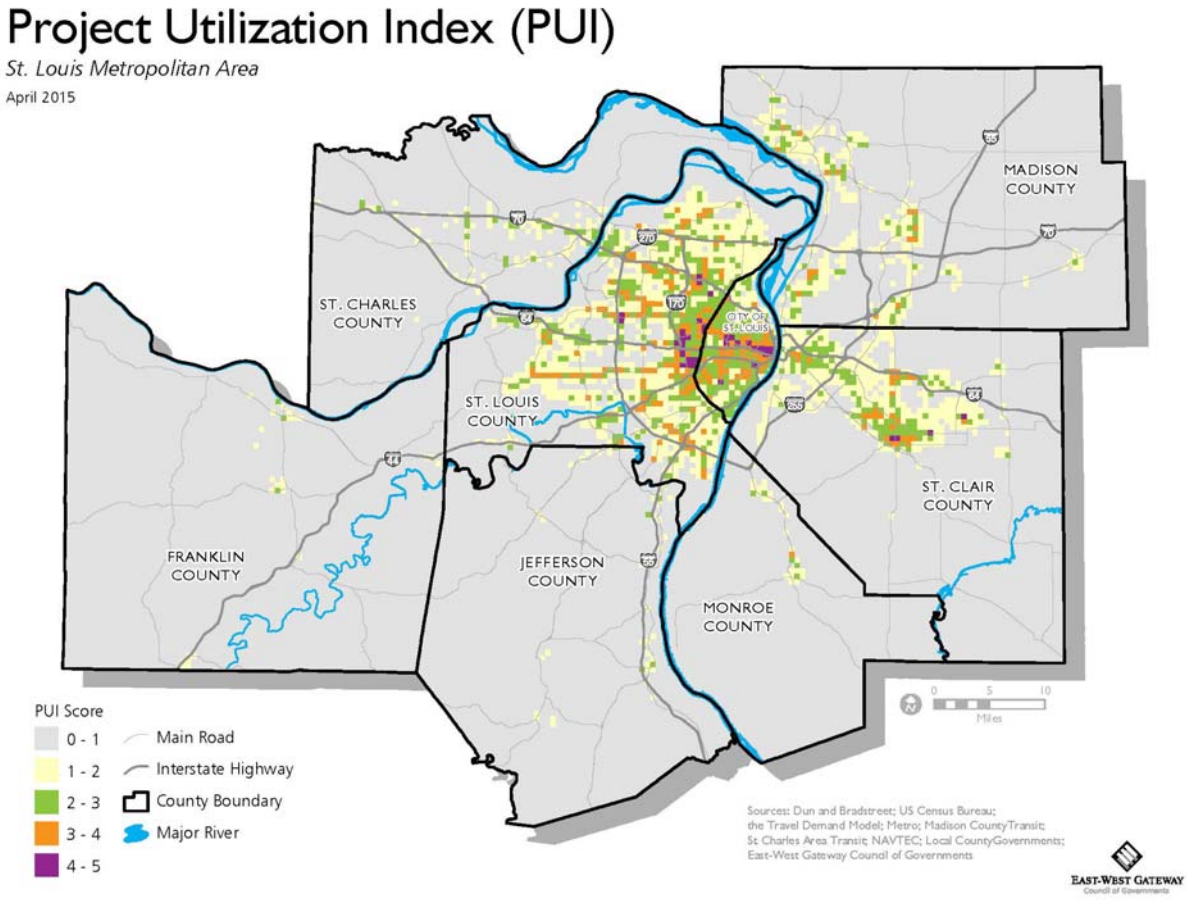
Environmental Justice (EJ)

To gain five points in the Access to Opportunity priority condition in the project application, the project must be located within a census tract or block group with above median proportions of racial minorities, poverty, disabilities, zero car households, or seniors. The map below shows EJ areas.



Project Utilization Index

Using current or forecast data, the GIS tool allows us to develop project utilization index (PUI) within EWG region that meet or exceed threshold levels of land use (i.e., population, employment, and retails) and transit (i.e., LRT stations, bus stops, METRO and MTC transit centers). All datasets and their output are classified by manual breaks based on the combination of our best knowledge and judgment. Then, each range is assigned to the scores (0-5).



APPENDIX D – Glossary of Terms

Average Daily Traffic (ADT): The average number of vehicles passing a fixed point in a 24-hour time frame.

Bridge Sufficiency Rating: A rating of the structural soundness of a bridge conducted by the state department of transportation.

Carbon Monoxide (CO): A gas without color and odor which is toxic because too much of it can dangerously reduce oxygen in the bloodstream.

Congestion Management Process (CMP): Replaced the Congestion Management System (CMS) concept. SAFETEA-LU requires that each Transportation Management Area (see definition of TMA) address congestion management through a *process* that provides for effective management and operation of new and existing transportation facilities through the use of travel demand reduction and operational management strategies. Unless they are part of a CMP, future highway projects that significantly increase capacity for single occupant vehicles (SOVs) generally are ineligible for federal funds.

East-West Gateway Council of Governments (EWGCOG): The council of governments, regional planning commission, and federally designated Metropolitan Planning Organization (MPO) for the St. Louis region. As MPO, East-West Gateway is responsible for the planning and coordination of federally-funded transportation programs in the region, and related short and long-range planning.

Environmental Protection Agency (EPA): EPA is the source agency of air quality control regulations affecting transportation.

Fixing America's Surface Transportation (FAST): Enacted by Congress and signed by the President in December 2015

Federal Highway Administration (FHWA): Division of the U.S. Department of Transportation which funds highway planning and programs.

Federal Transit Administration (FTA): Division of the U.S. Department of Transportation which funds transit planning and programs.

Fiscal Year (FY): Federal fiscal year that begins October 1 and ends September 30 of the next calendar year.

Functional Class: Functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. Examples include: interstate, expressway, principal arterial, minor

arterial, collector, rural minor collector, and local street. Usage of federal funds can be limited by the roadway functional class.

Highway: Term applies to roads, streets, and parkways, and also includes rights-of-way, bridges, railroad crossings, tunnels, drainage structures, signs, guard rails, and protective structures in connection with highways.

Highway Safety Improvement Program (HSIP): New SAFETEA-LU program structured and funded to make significant progress in reducing highway fatalities. Replaces the 10% set-aside for safety in the Surface Transportation Program (STP-F) under TEA-21. Increases funding for infrastructure safety and requires strategic highway safety planning.

Illinois Department of Transportation (IDOT): The department charged by Illinois state law with the responsibility of highway construction.

Illinois Environmental Protection Agency (IEPA): IEPA is the state environmental protection agency that monitors and enforces the regulations pertaining to air quality control and transportation.

Intelligent Transportation Systems (ITS): Uses state of the art technology to improve travel on a region's major roadways

Level of Service: Measure of the quality of flow of a transportation facility. Level of service definitions generally describe traffic conditions in terms of speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience. It is characterized by a letter from A to F, with LOS A being the best operating conditions and LOS F being the worst.

Madison County Transit (MCT): MCT is the transit service operating agency of the Madison County, Illinois Transit District. The District funds MCT as well as Metro bus services and ACT paratransit through a 1/4-cent sales tax.

Major Transportation Investment Analysis (MTIA): A study, required by ISTEA, to evaluate alternative transportation solutions to a corridor or subarea transportation problem.

Metro (formerly Bi-State Development Agency): The federally designated mass transit operator for the St. Louis region.

Metropolitan Planning Organization (MPO): The organizational designated by law with lead responsibility for developing transportation plans and programs in urbanized areas of 50,000 of more in population. The East-West Gateway Council of Governments was incorporated in 1965 as the metropolitan planning organization for the City of St. Louis; Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri; and Madison, Monroe, and St. Clair counties in Illinois.

Missouri Department of Transportation (MoDOT): The department charged by Missouri state law with the responsibility of highway construction.

Missouri Department of Natural Resources (MoDNR): MoDNR is the state agency with the responsibility to monitor and enforce the regulations pertaining to air quality control and transportation.

Moving Ahead for Progress in the 21st Century (MAP-21): By transforming the policy and programmatic framework for investments to guide the system's growth and development, MAP-21 creates a streamlined and performance-based surface transportation program and builds on many of the highway, transit, bike, and pedestrian programs and policies established in 1991.

Off-System Bridge Funds (BRO): An annual allocation of Bridge funds available to Missouri counties for bridge replacement or rehabilitation projects on off system roadways. These funds are distributed to counties by the state.

On-System Bridge Funds (BRM): A allocation of Bridge funds available to Missouri counties to replace or rehabilitate a bridge on a roadway functionally classified as a collector or above. These funds are programmed by the EWGCOG.

Project Utilization Index (PUI): A measure of landuse (i.e population, employment, and retail) and transit (i.e. MetroLink stations, bus stops, transit centers).

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU): Legislative initiative by the U.S. Congress reauthorizing and restructuring funding and planning for highway and transit programs. SAFETEA-LU authorizes increased levels of highway and transportation funding beyond ISTEA and TEA-21.

Single Occupant Vehicle (SOV): A SOV is a vehicle used to get just one person to a destination.

State Implementation Plan (SIP): A required planning document prepared by states and submitted to EPA for approval. SIPs identify state actions and programs to implement designated responsibilities under the Clean Air Act.

Surface Transportation Program (STP): A categorical funding program that can be used for a wide variety of purposes, including: roadway construction, reconstruction, resurfacing, restoration, and rehabilitation; roadway operational improvements; capital costs for transit projects; highway and transit safety improvements; bicycle and pedestrian facilities; scenic and historical transportation facilities; preservation of abandoned transportation corridors; advanced truck stop electrification systems; projects relating to intersections that have disproportionately high accident rates and have high congestion; environmental restoration and pollution abatement; and control of terrestrial and aquatic noxious weeds and establishment of native species. Funds are distributed to

states based on each state's lane miles of Federal-aid highways, total vehicle miles traveled on those highways, and estimated contributions to the Highway Trust Fund.

Surface Transportation Program - Enhancement (STP-E): A 10% set aside of the statewide STP apportionment that must be used for non-traditional transportation projects.

Surface Transportation Program - Suballocated (STP-S): A minimum amount of the statewide STP apportionment available to metropolitan areas over 200,000 population. These funds are programmed by the EWGCOG.

Transportation Improvement Program (TIP): The official list of projects that are programmed for implementation over the next four years.

Transportation Management Area (TMA): All urbanized areas over 200,000 in population. Within a TMA, all transportation plans and programs must be based on a continuing and comprehensive planning process carried out by the Metropolitan Planning Organization in cooperation with states and transit operators. The TMA boundary affects the responsibility for the selection of transportation projects that receive federal funds.

Vehicle Miles of Travel (VMT): A standard area-wide measure of travel activity. Most conventional VMT calculation is to multiply average length of trip by the total number of trips.

Vehicle Occupancy Rate (VOC): Persons per passenger vehicle. Average Daily Traffic (ADT): The average number of vehicles passing a fixed point in a 24-hour time frame.

APPENDIX E - Roadway Safety Audit

A Road Safety Audit (RSA) is the formal safety performance examination of an existing or future road or intersection by an independent, multidisciplinary team. It qualitatively estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users. The FHWA works with State and local jurisdictions to integrate RSAs into the project development process for new roads and intersections, and also encourages RSAs on existing roads and intersections.

The aim of an RSA is to answer the following questions:

- What elements of the road may present a safety concern: to what extent, to which road users, and under what circumstances?
- What opportunities exist to eliminate or mitigate identified safety concerns?

Public agencies with a desire to improve the overall safety performance of roadways under their jurisdiction should be excited about the concept of RSAs. Road safety audits can be used in any phase of project development from planning and preliminary engineering, design and construction. RSAs can also be used on any sized project from minor intersection and roadway retrofits to mega-projects.

Most State DOTs have established traditional safety review processes. However, a road safety audit and a traditional safety review are different processes. It is important to understand the difference between the road safety reviews that are commonly performed and newer road safety audits. The main differences between the two are shown below:

What is the difference between RSA and a Traditional Safety Review?

Road Safety Audit	Traditional Safety Review
Performed by a team independent of the project	The safety review team is usually not completely independent of the design team.
Performed by a multi-disciplinary team	Typically performed by a team with only design and/or safety expertise.
Considers all potential road users	Often concentrates on motorized traffic.
Accounting for road user capabilities and limitations is an essential element of an RSA	Safety Reviews do not normally consider human factor issues.
Always generates a formal RSA report	Often does not generate a formal report.
A formal response report is an essential element of an RSA	Often does not generate a formal response report.

Please refer to the Federal Highway Administration's RSA section at
http://safety.fhwa.dot.gov/rsa/

APPENDIX F – Present Serviceability Rating (PSR) for Sidewalk Evaluation -

Present Serviceability Rating (PSR) for Sidewalk Evaluation

For projects that are replacing existing sidewalks, the sponsor is required to evaluate the current sidewalk conditions. Replacement sidewalks would be evaluated with preservation as the main priority, while new sidewalks would be evaluated with safety as the main priority. If project is a hybrid (new sidewalk where none exist and sidewalk replacement) please contact Gateway staff for additional guidance.

The PSR provides a visual rating system for sidewalks. Due to the subjective nature of condition assessment, it is recommended that a team independently rates each sidewalk, and then reveals and explains their rating to each other. After negotiating a rating, the PSR rating is assigned and recorded. It is recommended that the team independently assigns a priority level to each block section. Each side of the block should be evaluated and then combined for a final score.

Condition, not related to curb and sidewalk distresses, should be surveyed for each block segment. An example of a PSR sidewalk evaluation is below:

Street	Cross Street 1	Cross Street 2	Side	Rating	Length	Notes
River St	Creek Rd	Brook Ave	North	2	200 feet	School
River St	Creek Rd	Brook Ave	South	n/a	n/a	
River St	Brook Ave	Culvert Way	North	1	200 feet	
River St	Brook Ave	Culvert Way	South	2	200 feet	
River St (all)	Creek Rd	Culvert Way	Both	1.7	600 feet	

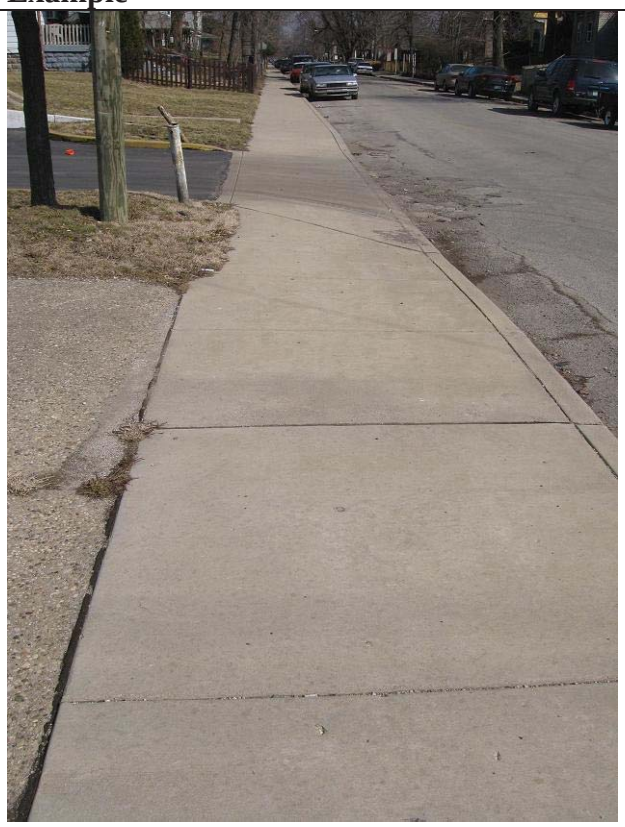
***Location Notes*.** Location notes should be made to provide insight into the surroundings of each block segment. These notes should include reference to residential, retail/business,churches, schools, and vacant buildings or properties. These notes will supplement the assessments given.
Pictures. Pictures should be taken to document each block's condition. The primary focus should be placed on blocks with one or more distresses present, or blocks with a priority level of one or two. These photographs will supplement the assessments by providing visual support for the recommendations.
Map. A map showing the evaluation locations shall be included with application. The evaluation locations must be made at a uniform distance.

The following pages may be used to guide in the sidewalk evaluation.

Table 7: Present Serviceability Rating (PSR) Description and Example

PSR Rating	Description	Example
0	Totally deteriorated	
1	Poor condition	

PSR Rating	Description	Example
2	Below average to average condition. 2.5 is considered average	
3	Good to above average condition	

PSR Rating	Description	Example
4	Very good condition	
5	Brand new or excellent condition	

WILDWOOD

February 16, 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 requested Conditional Use Permit (CUP) application that was submitted to it for the temporary installation of sponsorship banners at this athletic facility, having over two (2) active fields in operation, and prepared the following recommendation report in that regard. This recommendation report, which includes an associated action, reflects the Planning and Zoning Commission's vote to grant the permit, which is now being forwarded to the City Council for its consideration. This recommendation and action were completed in accordance with the requirements of Chapter 89 of Missouri Revised Statutes, the City's Charter, and those regulations of the City relating to public notice and publications (Chapter 415.560 of the City of Wildwood Zoning Ordinance). This recommendation and action are as follows:

Petition No.:	**P.Z. 23-15**
Petitioner:	**Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038**
Request:	A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot.**
Ward:	One
Location:	West side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road)
Public Hearing Date:	December 21, 2015
Date and Vote on Information Report:	February 1, 2016 – 8 to 0, with one (1) abstention, to grant the Conditional Use Permit (CUP) – Voting Aye – Renner, Peasley, Gragnani, Bauer, Liddy, Manton, Woerther, and Bopp/ Abstaining from the vote – Archeski

Date and Vote on Letter of Recommendation:	February 16, 2016 - 9 to 0, with one (1) abstention, to grant the Conditional Use Permit (CUP) – Voting Aye – Renner, Lee, Peasley, Gragnani, Bauer, Liddy, Manton, Woerther, and Bopp/ Abstaining from the vote – Archeski
Report:	Attachment A
Conditions:	Attachment B
Background Information:	Attachment C
School District:	Rockwood
Police:	St. Louis County Police Department – Wildwood Precinct
Fire:	Metro West Fire Protection District

Copies of the City of Wildwood Master Plan, Parks and Recreation Plan, Action Plan for Parks and Recreation 2007, Model Telecommunications Ordinance, Zoning Ordinance, and Charter 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 Timothy Woerther, Mayor
Ryan S. Thomas, P.E. City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Travis Newberry, Planner
Keith Ellis, President, Pond Athletic Association (PAA)

ATTACHMENT A – Report

INTRODUCTION - The Pond Athletic Association (PAA) has been located in west St. Louis County since 1963 and offering services to this area, and now Wildwood residents, for over fifty (50) years. The operation of this facility over this period of time has been accomplished through funds raised by the imposition of fees, gifts, donations, and sponsorships, which means each year presents a challenge to raise enough money to provide the sought after services offered at the facility and maintain the property and improvements as well. The funding operations and maintenance of any not-for-profit facility, including the Pond Athletic Association, is an on-going challenge.

Prior to the incorporation of the City of Wildwood, the association utilized sponsorship banners as a fund raising tool, which where placed on the outfield fences. These banners represented local businesses that paid fees to be located at the facility and be viewed by patrons of the games. The use of sponsorship banners raised thousands of dollars each year. In fact, for the association's fiftieth anniversary celebration in 2013, the City's Board of Adjustment granted a variance that allowed the temporary placement of sponsorship banners at the facility, which raised over thirty thousand dollars ($30,000.00) for support of its programming. Thereafter, in 2014 and 2015, banners were again prohibited, which meant that option for funding was not available.

The City is always working to implement one (1) of the goals of the *Action Plan for Parks and Recreation - 2007*, which was to partner with facilities that provided needed services to residents the City was not or could not at that time. Pond Athletic Association (PAA), which has playing fields, offers them to the area, where the City cannot. Therefore, from the perspective of the plan's goals and recommendations, the association is an excellent partner for the City. This partnership has led to the City allocating money to the association to be used by it to offset costs for Wildwood residents that participate in its training leagues. Along with this contribution, the City Council wanted to further assist the association, and this established partnership, and recommended the City's Sign Regulations be reviewed to determine if they could be changed to allow sponsorship banners for these types of facilities. This review was completed in 2015.

The review resulted in the City's regulations being changed to accommodate sponsorship banners, as a Conditional Use Permit (CUP) in the NU Non-Urban Residence District, under a set of specific conditions and read as follows:

> *Banners: sponsorship types for both public and not-for-profit uses, with a minimum of two (2) operational athletic fields on the same lot.*

The Planning and Zoning Commission agreed the appropriate approach to address the allowance for banners was to employ the Conditional Use Permit (CUP) process of the City and review each location's request of them on a case-by-case basis and recommend upon them accordingly, which allows for the analysis to include the location's individual characteristics. Additionally, with the permit process, conditions can be created to address all aspects of the facility and the placement of banners at them, including the number, size, and maintenance.

CURRENT REQUEST - The specific advertisement for this request was as follows: **P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038** - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward One)**

At the public hearing on this matter, the representative for the Pond Athletic Association (PAA) noted it would like to place banners on each of the existing fields. The banners would be placed on the outfield fences and face in toward the bleachers and stands, and are not intended to be seen from any surrounding roadway or property. This screening, so the banners would not be visible from roadways or properties, is partially achieved by their strategic placements, but also through the use of wind screen around the same fencing, which will assist in blocking their unintended view as well. The representative did not provide specific information about the size of the banners and number per field in his presentation.

ANALYSIS – The Planning and Zoning Commission has considered this request for sponsorship banners at the Pond Athletic Association (PAA) facility and believes it to be appropriate and thereby is granting the requested Conditional Use Permit (CUP). The request meets the standards set forth in the new regulations regarding this matter, i.e. a facility with a minimum of two (2) athletic fields, established and operating as a not-for-profit entity, and located in the NU Non-Urban Residence District. These three (3) requirements are set forth in the underlying regulations, as the minimum standards for allowing a consideration of banners at applicable facilities.

Consistent with Good Planning Practices - In considering this request, the Commission would note the request can be accommodated with little or no impact on the surrounding area, given certain protections the Commission is recommending in this regard, including managing the size, height, screening, color, and maintenance components associated with these banners. Additionally, the Commission is only recommending five (5) of the seven (7) fields be authorized for sponsorship banners, eliminating the two (2) training league fields, which are in closest proximity to the abutting single family residence and Pond Road. These protections, and others included in Attachment B of this report, are intended to limit impacts and be consistent with good planning practices.

Impacts on Permitted Uses in the Same Zoning District Designation - The addition of these banners will not have a negative impact on the allowable uses in the NU Non-Urban Residence District due to their limited application, the size of this facility and the nature of the surrounding properties, site topography, extent of landscaping, and the available existing screening. The facility, by its nature, has an impact on the immediate area, but not to extent that it prevented St. Louis County from granting two (2) Conditional Use Permits (CUP) to the property in 1964 and 1991. The addition of these sponsorship banners will not add, nor, in the opinion of the Commission, affect the principle land use in this area, which is single family residential.

Visual Degradation - The visual impact of these banners will vary by location, but the Commission believes the requirements of the permitting process and other limitations imposed, as part of the permit's authorization, would minimize them to the greatest extent possible. The Commission has recommended that any field, of the five (5) that are authorized for banner placement, be additionally treated by a wind screen on the opposite side of the fence, where they are to be placed, to offset casual viewing of them, while limiting the background color to white and, again, managing size and height components as well. Along with these considerations, the Commission

believes the restriction on the maximum number of banners per field will also limit the overall degradation of the area too.

Community Benefit - Overarching many of the considerations associated with banner placements at this facility is the positive impact additional revenue will have on the facility and the children that participate there. As noted in the Background Section of this report, this facility offers the greatest number of play fields in Wildwood, so its importance, and how this community benefits from its existence here cannot be understated. Given the City's park planning documents encourage partnerships to meet gaps in Wildwood's facilities, assisting to ensure a consistent revenue stream is available for the association's activities is positive for the entire community.

SUMMARY OF KEY POINTS AND RECOMMENDATION –

The Planning and Zoning Commission is supporting this requested Conditional Use Permit (CUP) for sponsorship banners at this location, under the recommended conditions set forth below in Section 9 of Attachment B. This support of the permit is premised on compliance to the four (4) criteria identified for granting a Conditional Use Permit (CUP) that are set forth in the City's Zoning Ordinance and the location meeting the underlying requirements set forth therein as well. Accordingly, the Commission has amended the existing Conditional Use Permit (CUP) for this facility to read as follows:

ATTACHMENT B - Conditions

1. **PERMITTED USES**

   a. The uses authorized by this Amended Conditional Use Permit shall be a total of seven (7) ball fields, two (2) permanent concession stands, with storage and restrooms, bleachers and dugouts, a meeting room, and associated parking. No temporary structures or buildings shall be allowed within the boundary of this Amended Conditional Use Permit area, except a single portable restroom facility that currently is located within the facility. This facility may be located within the boundaries of this Amended Conditional Use Permit for no more than three (3) years after its effective date.

   b. The following recreational uses shall be permitted on the property covered by this permit: softball, baseball, soccer, football, and similar type games.

   c. The lighting of five (5) of the existing athletic fields shall be authorized within the boundaries of this Amended Conditional Use Permit area, with all existing and proposed light standards, fixtures, and luminaries complying with Section 1003.160 Lighting Code of the City of Wildwood's Zoning Ordinance. No new light standards, fixtures, and luminaries shall be installed, until the existing facilities (standards, fixtures, and luminaries) are brought into compliance with the current Lighting Code of the City of Wildwood.

   d. The total number of allowed light standards within the boundaries of this Amended Conditional Use Permit area shall not exceed thirty-two (32) structures.

2. **DEVELOPMENT AREAS AND BUILDING REQUIREMENTS**

a. The total size of this Amended Conditional Use Permit area shall not be less than nineteen (19) acres in overall area.

b. The total size of all buildings and structures located within the boundaries of this Amended Conditional Use Permit area shall not exceed 5,000 square feet in area.

c. No building or structure, except the authorized light standards, shall exceed one (1) story in overall height.

d. Any new building shall be subject to consideration by the Architectural Review Board of the City of Wildwood in accordance with the standards contained within Section 1003.167 of the City of Wildwood's Zoning Ordinance. Said review board must consider and act on any new building, before the issuance of a Zoning Authorization for building permit(s).

e. The association shall provide a dust-suppression system upon/within the athletic fields to address nuisance problems associated with their grading and preparation for use.

3. **SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

Review and action on the Site Development Plan for this project by the Planning and Zoning Commission shall be accomplished in a manner, which will provide for the minimum disturbance with regards to all improvements on the property, consistent with technology and practically feasible subject to compliance by all applicable codes and safety standards. Within thirty-six (36) months of the Amended Conditional Use Permit being granted by the City of Wildwood, 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 1003.181 of the City of Wildwood Zoning Ordinance. Said Site Development Plan shall include, but not be limited to, the following information, unless as otherwise provided in this permit:

a. Outboundary plat and legal description of the property.
b. The location and size of all parking areas, pavement widths, and right-of-way dedications of all internal roadway improvements and drives.
c. A general plan indicating all structure and parking setback lines along the perimeter of the subject tract of land.
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 general location, size, right-of-way, and pavement width of all interior drives.
e. The location and size of all freestanding signs, lighting, fences, sidewalks, and other above ground structures, except retaining walls less than two (2) feet in height per section.
f. Existing and proposed contours at vertical intervals of not more than two (2) feet.
g. Parking calculations for the proposed use.
h. A Landscape Plan including 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.
i. An inventory indicating the percent of tree canopy to be retained on the site.

j. Location of all existing and proposed easements.
k. All other information not mentioned above, but required on a preliminary plat in accord with Section 1005.060 of the City of Wildwood's Subdivision and Development Regulations.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Building, Parking, Loading and Internal Drives Setbacks

a. No ballfields, parking areas, structure or internal drive, except points of ingress and egress, shall be located within the following setbacks:

(1) Fifty (50) feet from the right-of-way of Pond Road.
(2) Ten (10) feet from the west property line of this development.
(3) Fifty (50) feet from the east property line of this development.
(4) A minimum one hundred (100) foot distance shall be maintained for the authorized concession stand from the west property line of this Amended Conditional Use Permit area, with its exact location approved by the Planning and Zoning Commission on the Site Development Plan.

Minimum Requirements – Parking

b. Minimum parking requirements shall be as set forth in Section 1003.165 of the City of Wildwood Zoning Ordinance, except that all parking areas shall be paved and there shall be adequate off-street parking facilities for at least eighty (80) automobiles.

Access

c. A maximum of two (2) access points shall be authorized to serve this facility. These access points exist and no other curb cuts to Pond Road shall be permitted to serve this conditional use.

Road Improvements and Sidewalks

d. Dedicate the necessary right-of-way, easements and Temporary Slope Construction License along Pond Road to accommodate the proposed realignment of Pond Road, as directed by the Department of Public Works.

e. Provide a sidewalk adjacent to Pond Road, or provide the required cash escrow, as directed by the Department of Public Works.

Lighting Requirements

f. The location of these lighting standards or fixtures 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, except the athletic field light standards, which may be no greater than sixty (60) feet in height. Illumination levels for all lighting shall comply with

the provisions of the City of Wildwood's Zoning Code Section 1003.160 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission shall approve the location, design, and appearance of all light standards and fixtures as part of the Site Development Plan review process.

Signs

g. Signs for this Amended Conditional Use Permit shall be erected in accordance with Section 1003.168 Sign Regulations of the City of Wildwood's Zoning Ordinance for the NU Non-Urban Residence District (please see Section 9 of this permit for permitted sponsorship banners).

h. Sign illumination and other lighting arrangements shall be so arranged as to not cast light directly from any source of illumination on any public right of way or on adjoining property and comply with Section 1003.160 Outdoor Lighting Requirements of the City of Wildwood's Zoning Ordinance.

Landscaping Requirements

i. Landscaping shall adhere to all requirements of the City of Wildwood's Chapter 410 and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan. All new landscaping materials shall meet the following criteria: Deciduous Trees - two and one-half (2 ½) inch minimum caliper; Evergreen Trees - Six (6) feet minimum height; and Shrubs - twenty-four (24) inch minimum height.

j. The areas of existing vegetation within the Amended Conditional Use Permit 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.

k. All stormwater facilities shall be appropriately landscaped and comply with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual. Wetlands plantings may be used at appropriate locations within the basins themselves as directed by the Department of Public Works.

l. A Registered Landscape Architect shall prepare and sign all Landscape Plans for this development.

m. Pine trees a minimum five (5) feet in height shall be planted along the eastern property line, where ballfields align with the abutting single family home to the east, if existing vegetation does not adequately provide buffering as determined by the Planning and Zoning Commission on the Site Development Plan.

n. A ten (10) foot undisturbed buffer shall be provided along the west property line.

Miscellaneous Requirements

o. No events or activities shall be conducted on the property in question after the time of 10:30 p.m.

p. Trash shall be deposited only in dumpsters, which shall be screened with a six (6) foot high sight-proof fence.

q. No public address or loudspeaker system shall be authorized by this Amended Conditional Use Permit

r. A six (6) foot high wood sight-proof fence shall be provided along the entire east property line, where it abuts residentially developed property.

s. A six (6) foot high chain-link fence shall be required along the west property line, or along or within the western undisturbed buffer, as approved on the Site Development Plan.

t. Satisfactory sanitary facilities, including toilet facilities, as required by the St. Louis County Health Department, must be provided.

u. Refreshments sold in conjunction with the recreational use shall be limited to food and non-intoxicating beverages.

5. VERIFICATION PRIOR TO APPROVAL OF SITE DEVELOPMENT PLAN

Prior to the approval of the Site Development Plan the petitioner shall submit the following:

Stormwater Management

a. Submit to the Planning and Zoning Commission a preliminary engineering plan approved by the Department of Public Works showing that adequate handling of the stormwater drainage on the site is provided.

(1) The developer is required to provide adequate stormwater systems in accordance with City of Wildwood standards.

(2) All stormwater shall be discharged at an adequate natural discharge point.

Roadway Improvements and Curb Cuts

b. Provide verification of approval by the City of Wildwood Department of Public Works of areas of new dedication and roadway improvements.

Flood Plain Study

c. As a significant portion of this tract is located in Zone "A" of F.E.M.A.'s Flood Insurance Rate Map, an approved flood plain study will be required prior to approval of the Site Development Plan.

6. **RECORDING**

Prior to the issuance of any building permit or permit authorizing the use of the subject property, the approved Amended Conditional Use Permit, including conditions and any subsequent amendments thereto and the legal description of the tract shall be recorded with the St. Louis County Recorded of Deeds.

7. **VERIFICATION PRIOR TO BUILDING PERMITS**

Subsequent to approval of the Site Development Plan, and prior to the issuance of any building permit, the developer shall provide the following:

Landscape Bonds or Escrows

a. If the estimated cost of new landscaping indicated on the Site Development Plan as required by the Planning and Zoning Commission exceeds and estimated cost of one thousand ($1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.

Notification to the Department of Planning

b. Prior to the issuance of foundation or building permits, all approvals from the Department of Public Works must be received by the Department of Planning.

8. **GENERAL DEVELOPMENT CONDITIONS**

a. Adequate temporary off-street parking for construction employees shall be provided. Parking on non-surfaced areas should 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. No change in watersheds shall be permitted.

c. Interim stormwater drainage control in the form of siltation control measures, are required.

d. Right-of-way dedication shall be completed prior to the issuance of a grading permit.

e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual such as Rye or Sudan Grasses shall be utilized to retard erosion.

f. If any public roads are proposed within this development, they must be built above the 100-year flood elevation with proper freeboard, or protected from flood damage by an approved levee. Any roads and/or drives proposed below this elevation, not protected by an approved levee, are to be private and remain private forever.

g. If roadways in this petition are to be private roadways, these roadways shall remain private forever. Maintenance of private roadways shall be the responsibility of the property owner(s) or trustees forever.

h. The Zoning Enforcement Officer of the City of Wildwood, Missouri shall enforce the conditions of this ordinance in accord with the Site Development Plans approved by the Planning and Zoning Commission.

i. In addition to the conditions herein imposed, this permit shall be subject to all applicable provisions of the City of Wildwood Zoning Ordinance. The Zoning Enforcement Officer of City of Wildwood, Missouri, shall be charged with the duty of enforcing the conditions of this permit.

9. **SPONSORSHIP BANNERS**

a. A total of five (5) athletic fields may display sponsorship banners at this facility. These five (5) fields are identified on the approved Amended Site Development Plan, dated March 5, 2010, and noted as Fields One (1) through Five (5) upon it.

b. Any athletic field that displays sponsorship banners must also have a wind screen installed on the opposite side of the same fence to offset their color and potential viewing from locations other than at the facility. The inclusion of the wind screen materials must be indicated on the 2nd Amended Site Development Plan, be black or dark green in color, and reviewed and acted upon by the Planning and Zoning Commission before installation.

c. No sponsorship banner shall be placed upon a fence at this facility, so as it is **directly** visible from an adjoining roadway or property.

d. Sponsorship banners shall only be printed on one (1) side, that side facing into the playing fields themselves, and cannot exceed the height of the fence where it is attached.

e. No sponsorship banner shall exceed thirty (30) square feet in area. Any banner shall have a white background for its color and cannot be lighted, except from existing sources used for play or safety.

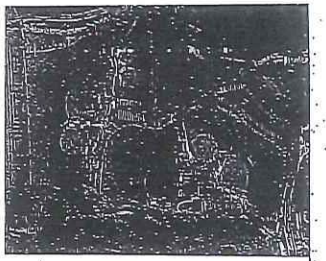
f. None of the athletic fields authorized for the placement of sponsorship banners shall have more than six (6) of these displays installed upon the fences. All sponsorship banners must be placed in conjunction with an active use athletic field.

g. Any sponsorship banner that is damaged, faded through use, or in disrepair shall be removed as soon as possible. All banners shall be regularly maintained in good condition.

h. All sponsorship banners herein authorized at this facility shall be removed from the allowable five (5) athletic fields at the end of each season, generally through November 1st to March 31st.

ATTACHMENT C
Background Information

TRACTS OF LAND IN THE NORTHWEST & SOUTHWEST FRACTIONAL 1/4 OF SECTION 35 TOWNSHIP 45 NORTH, RANGE 3 EAST CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI



POND ATHLETIC ASSOCIATION
1725 POND ROAD
WILDWOOD MISSOURI
CONTACT@ (314)-747-5733 CELL#(314)-691-0940

SITE PLAN

WEST WILDWOOD SURVEYING L.L.C.
36A CATHCART DRIVE - ELLISVILLE, MO 63011-4616
OFFICE & FAX: (636)-394-6099 CELL: 314-920-3445
SERVICES:
OUTBOUNDARYS, TOPOS, SEPTIC DESIGNS, TREE PRESERVATION, SITE PLANS, FOUNDATION STAKE-OUTS & SPOTS

QUDEN NO. 0447
DRAWN dmw
CHECKED EW
DATE 4-03-09
SHEET 1 OF 1

POND ROAD

- TYPICAL PARKING SPACE -
10' x 20'

PARKING TOTALS:
11
22
33
14
15
7
8
12
11
6
10
11
14
175 TOTAL
21 NEW SPACES
196 TOTAL

7 FIELDS@20 PER FIELD=140
(8 FUTURE FIELDS=160)

NOTE: ALL EXISTING TEMPORARY RESTROOM FACILITIES WILL BE REMOVED AFTER COMPLETION CONSTRUCTION OF THE PERMANENT FACILITY.

NOTE: EROSION-CONTROL PLAN & LOW WATER CROSSING PER ARMY CORP OF ENGINEERS FILE#200545114

21 NEW PARKING SPACES(10X20) 3" ASPHALT OVER 6" ROCK WITH SAW GRASS SEDIMENT PROTECTION BARRIER ----NO NEW LIGHTING----

NEW 28'8"X12'6"HD RESTROOM W/CLASS I AERATION TANK & HOLDING TANK W/GRINDER PUMP

CONCRETE FLARED END SECTION
FL NORTH 2-30"CMP=632.8
FL SOUTH 2-30"CMP=632.5

Scale 1" = 50'

CITY OF WILDWOOD
DEPARTMENT OF PLANNING
APPROVED SITE DEVELOPMENT PLAN
☐ Amended ☐ Lighting
☐ Landscaping ☐ Other
Signature Liz Mandle/mmd
Date 7-08-09
P25-09

NOTE: NO WETLANDS ON THIS PROPERTY
Map Number Map_Sheet0035M_8-2-95
Comments: Approved for additional parking and maintenance facility

(2) BALLFIELD #
STORM DRAIN
ELECTRIC LIGHT
MAILBOX
SURVEY MONUMENT FOUND
SIGN
UTILITY POLE
POST OR POLE
UTILITY VALVE
-CB- CONCRETE BUGOUT W/CONC PAD
-BL- BLEACHERS ON CONC PAD
OVERHEAD ELECTRIC
SURVEY CONTROL POINT/PROPERTY CORNER
(8) # OF PARKING SPACES

POND ATHLETIC ASSOCIATION 7503 - 618 7.59 ACRES±(GISS) 22W33 - 0931

POND ATHLETIC ASSOCIATION 5099 - 299 11.32 ACRES±(GISS) 22W33 - 0932

FORMERLY KRUEGER 2513 - 83

MERCANTILE TRUST CO.N.A. TRUSTEE 8968-1078 22W34 - 0926

BUCHMUELLER, ROLAND P. 5789-573 6986-1592 formerly SHEFFIELD 3198 - 168

YOUNG, MARILYN J.V.G. 8971-1182

SOUTHEASTERN LINE U.S. SURVEY 315

N 27°22'00" E 748.54'

S 27°22'00" W 497.73'

N 89°03'00" W 723.89'

N 89°03'00" W 694.37'

S 27°24'00" W 752.15'

S 89°19'00" E 218.54'

S 89°47'00" E 149.32'

S 58°03'00" E 314.10'

S 63°43'00" E 283.46'

S 54°40'00" E 176.72'

S 38°41'00" E 224.84'

S 51°40'00" E 188.98'

<<< CREEK >>>

EAST-WEST CENTERLINE SECTION 35

"PORTLAND COVE"

FL 12" CMP=644.87

FL 15" RCP=641.85

FL 12" CMP=646.97

FL 15" RCP=648.88

IRON PIPE SET

CONCRETE SAW BRIDGE (NEVER-POST FLOODING(HCS) 2010)

BRICK &UNIC W/ DBL GATE

ROCKED SWALE

GUARD-RAILS

SCALE'D 100YR FLOODPLAIN LINE PER FIRM MAP #29189C0235J 8-2-95

SCALE'D FLOODWAY LINE

3" IRON PIPE ADOPTED
POINT OF BEGINNING (7501-6618)

POINT OF BEGINNING (5099-0299)

WOOD POST (2" S) IRON PIPE SET

IRON PIPE SET

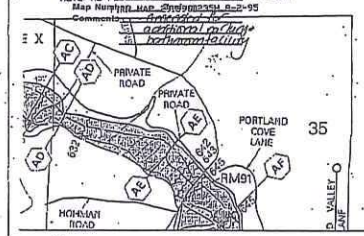
w/ NW COR SHEFFIELD

DUST-SUPPRESSION:
NEW SOIL AND HAVE ADDED SPRINKLERS TO BALLFIELDS #1,2,&3
"TURFFES" HAS BEEN ADDED TO BALLFIELDS #1,2,3,&4.7

BOARD OF ADJUSTMENT VARIANCE INFO:
PARKING LOT EXPANSION
CASE# 4-09
DATE: FEBRUARY 19, 2009

WILDWOOD
www.cityofwildwood.com.

STATE OF MISSOURI EDWARD CARL VEIKAN NUMBER LS-2471 PROFESSIONAL LAND SURVEYOR 6-23-09



P.Z. Number(s): 23-15
(as assigned by department)

CITY OF WILDWOOD

NOV 16 2015

DEPT OF PLANNING & PARKS

PETITION

before the

CITY OF WILDWOOD'S
PLANNING AND ZONING COMMISSION

FOR THE PURPOSE OF HEARING REQUESTS
FOR ONE OR A COMBINATION OF THE FOLLOWING:
(PLEASE CHECK THOSE ITEMS WHICH ARE APPLICABLE)

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

APPLICANT/OWNER INFORMATION

Applicant's Name: Pond Athletic Association c/o Keith Ellis
Mailing Address: P.O. Box 111
Wildwood, Missouri 63038
Telephone Number, with Area Code: 636-458-9627
Fax Number, with Area Code: N/A
E-Mail Address: ellisnd@charter.net
Interest in Property (Owner or Owner Under Contract):
Board President of the Association

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

Owner's Name (if different than applicant):
Pond Athletic Association
Address: P.O. Box 111
Wildwood, Missouri 63038
Telephone Number, with Area Code: (636) 458-9627

SITE INFORMATION

Postal Address of the Petitioned Property(ies):
1613 and 1725 Pond Road

Locator Number(s) of the petitioned Property(ies):
22W330042 and 22w330051

Total Acreage of the Site to the Nearest Tenth of an Acre:
19.32 acres (according to St. Louis County, Missouri records)

Current Zoning District Designation: NU and FPNU, with CUP

Proposed Zoning District Designation: NU and FPNU

Proposed Planned District or Special Procedure: NU and FPNU, with Amended CUP

USE INFORMATION

Current Use of Petitioned Site: Athletic Fields for League Play

Proposed Use of Site: Same as 'Current,' but allow sponsorship banners to be sold and displayed on the fences surrounding the playing fields to support the facility's operation.

Proposed Title of Project: Pond Athletic Association

Proposed Development Schedule (include approximate date of start and completion of the project):
Spring through Fall, 2016

CONSULTANT INFORMATION

Engineer's/Architect's Name: Not Applicable

Address:

Telephone Number, with area code:

Fax Number, with area code:

E-Mail Address:

Soil Scientist/Forester's Name: Not Applicable

Address:

Telephone Number, with area code:

Fax Number, with area code:

E-Mail Address:

ACKNOWLEDGEMENT INFORMATION

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

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

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

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

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

SIGNATURE: Keith Ellis

NAME (PRINTED): KEITH ELLIS

ADDRESS: 17131 LAFAYETTE TRAILS DR.
WILDWOOD, MO 63038

TELEPHONE NUMBER: 314-440-3333 (CELL) 636-458-6687 (HOME)

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

SUBSCRIBED AND SWORN BEFORE ME THIS 11th DAY OF Nov., 20 15.

SIGNED: Marta Anderson
(NOTARY PUBLIC)

SEAL
MARTA ANDERSON
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles
My Commission Expires: May 22, 2019
15052162

NOTARY PUBLIC Marta Anderson
STATE OF MISSOURI.

MY COMMISSION EXPIRES May 22, 2019

FOR OFFICE USE ONLY

1ST SUBMITTAL DATE: 11-23-15

FEE: —; RECEIVED BY: KA

PRELIMINARY DEVELOPMENT PLAN: YES NO

PACKET COMPLETE: YES NO

2ND SUBMITTAL DATE: _____

PACKET COMPLETE: YES NO

3RD SUBMITTAL DATE: _____

PACKET COMPLETE: YES NO

4TH SUBMITTAL DATE: _____

PACKET COMPLETE: YES NO

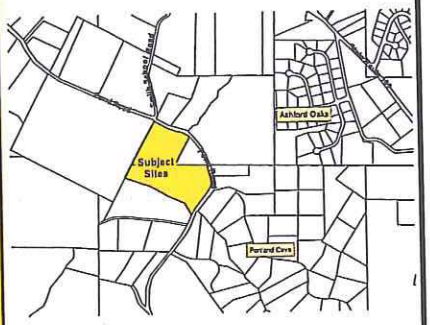
WILDWOOD

16860 Main Street
Wildwood, MO 63040

CITY OF WILDWOOD
NOTICE OF
PUBLIC MEETING
before the Planning and Zoning Commission
Monday, February 1, 2016, at 7:30 p.m.

AS A RESIDENT OR PROPERTY OWNER NEAR THE SITE THAT IS IDENTIFIED ON THIS MAILER, THE CITY OF WILDWOOD WOULD LIKE TO ENSURE YOU ARE AWARE OF THIS REQUEST/PROPOSAL BECAUSE IT IS LOCATED WITHIN 3,000 FEET OF YOUR PROPERTY. YOUR COMMENTS ARE ENCOURAGED, ALONG WITH YOUR PARTICIPATION AT THE SCHEDULED HEARING OR MEETING. THIS ITEM IS SCHEDULED FOR DISCUSSION AND ITS OUTCOME MAY IMPACT YOUR HOME, NEIGHBORHOOD, OR AREA, SO PLEASE CAREFULLY READ THE DESCRIPTION AND PARTICIPATE AT YOUR DISCRETION. THE CITY OF WILDWOOD ENCOURAGES CITIZEN INPUT AT ALL OF ITS HEARINGS OR MEETINGS AND YOUR INVOLVEMENT WILL ASSIST IT IN REACHING THE BEST DECISION POSSIBLE FOR ALL PARTIES.

* PLEASE SEE YELLOW BOX ON OPPOSITE SIDE OF THIS MAILER FOR A LIST OF WAYS TO EITHER COMMENT ON AND/OR TRACK THIS ITEM.



Street Address of Subject Sites:
1613 and 1725 Pond Road

THE CITY WELCOMES AND ENCOURAGES YOUR COMMENTS AND PARTICIPATION IN ITS PUBLIC PROCESSES.

Listed below is a request that was presented to the Planning and Zoning Commission at a public hearing held on December 21, 2015. You and many of your neighbors may have expressed interest in its outcome and the Commission is scheduled to take action upon this item at their upcoming meeting. If inclined, the Commission encourages you to attend this meeting and hear the Department of Planning's recommendation on this matter and participate in its discussion. The meeting will be held on **Monday, February 1, 2016, at 7:30 p.m.** in the City Hall Council Chambers, 16860 Main Street, Wildwood, Missouri 63040. The specific request under consideration is as follows:

P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038 - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward One)**

***RESIDENT OR PROPERTY OWNER - PLEASE COMMENT ON AND/OR TRACK THIS REQUEST BY:**

1) Submitting a comment online by visiting: **http://www.cityofwildwood.com/comment.**
2) Submitting a written comment prior to the hearing and addressed to the Planning and Zoning Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040.
3) Viewing the Planning and Zoning Commission's agenda, which is available on the City's website at: **www.cityofwildwood.com**, the Friday before the aforementioned meeting date.

...uld have any questions regarding this information, please feel free to contact the Department of Planning at

1-25-2016

City of Wildwood
Planning & Zoning commission:

I really would not want any type of banners, signs etc put on fencing fencing associated with Pond Athletic Association because it distracts from the rustic residential theme of our City.

Thank You

Merry Beth Adams
1449 Smith School Rd.

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Saturday, January 23, 2016 7:05 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Travis Newberry
Subject: Online Form Submittal: Public Hearing Comment Form

Public Hearing Comment Form

By utilizing this form, your comments will be considered by the Department of Planning in its development of a recommendation of this request. Additionally, the Planning and Zoning Commission, the City Council, and/or the applicable board or committee will also receive copies of your comments, as they consider the merits of these land use proposals being reviewed by the city. You must submit a separate form for each public hearing for which you have comments.

Request Being Considered	P.Z 23-15 Pond Athletic Association
Item Description	*Field not completed.*
Position on Request	Do Not Support
General Comments	This is basically a residential area with a large athletic complex as neighbors. while the athletic complex has been in existence for a long time it does not justify homeowners having to drive past commercial advertising in their neighborhood. The athletic complex was designed and built for a rural, minimal residential area and future growth should be moved to such an area.
Suggestions	Plan for growth in another location. There are large parcels of property along major thoroughfares in the area and that is a much mor appropriate area for such a complex.
	(Section Break)
Name	Tom McKeone
Address	1409 Prairie Rose Lane
City	Wildwood
State	MO
Zip	63038
Phone Number	636-458-3478

Email tmckeone@sbcglobal.net

Email not displaying correctly? View it in your browser.

WILDWOOD
16860 Main Street
Wildwood, MO 63040

CITY OF WILDWOOD
NOTICE OF
PUBLIC MEETING
before the Planning and Zoning Commission
Tuesday, January 19, 2016, at 7:30 p.m.

AS A RESIDENT OR PROPERTY OWNER NEAR THE SITE THAT IS IDENTIFIED ON THIS MAILER, THE CITY OF WILDWOOD WOULD LIKE TO ENSURE YOU ARE AWARE OF THIS REQUEST/PROPOSAL BECAUSE IT IS LOCATED WITHIN 3,000 FEET OF YOUR PROPERTY. YOUR COMMENTS ARE ENCOURAGED, ALONG WITH YOUR PARTICIPATION AT THE SCHEDULED HEARING OR MEETING. THIS ITEM IS SCHEDULED FOR DISCUSSION AND ITS OUTCOME MAY IMPACT YOUR HOME, NEIGHBORHOOD, OR AREA, SO PLEASE CAREFULLY READ THE DESCRIPTION AND PARTICIPATE AT YOUR DISCRETION. THE CITY OF WILDWOOD ENCOURAGES CITIZEN INPUT AT ALL OF ITS HEARINGS OR MEETINGS AND YOUR INVOLVEMENT WILL ASSIST IT IN REACHING THE BEST DECISION POSSIBLE FOR ALL PARTIES.

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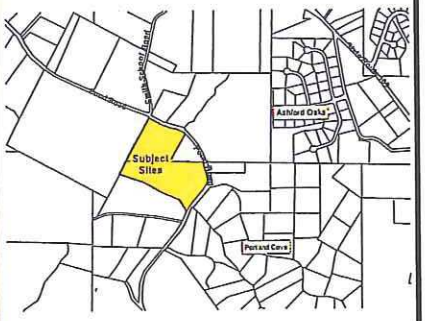

Street Address of Subject Sites:
1613 and 1725 Pond Road

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Listed below is a request that was presented to the Planning and Zoning Commission at a public hearing held on December 21, 2015. You and many of your neighbors may have expressed interest in its outcome and the Commission is scheduled to take action upon this item at their upcoming meeting. If inclined, the Commission encourages you to attend this meeting and hear the Department of Planning's recommendation on this matter and participate in its discussion. The meeting will be held on **Tuesday, January 19, 2016, at 7:30 p.m.** in the City Hall Council Chambers, 16860 Main Street, Wildwood, Missouri 63040. The specific request under consideration is as follows:

P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038 - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward One)**

***RESIDENT OR PROPERTY OWNER - PLEASE COMMENT ON AND/OR TRACK THIS REQUEST BY:**

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2) Submitting a written comment prior to the hearing and addressed to the Planning and Zoning Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040.
3) Viewing the Planning and Zoning Commission's agenda, which is available on the City's website at: **www.cityofwildwood.com**, the Friday before the aforementioned meeting date.

If you should have any questions regarding this information, please feel free to contact the Department of Planning at

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Wednesday, December 23, 2015 1:23 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Travis Newberry
Subject: Online Form Submittal: Public Hearing Comment Form

Public Hearing Comment Form

By utilizing this form, your comments will be considered by the Department of Planning in its development of a recommendation of this request. Additionally, the Planning and Zoning Commission, the City Council, and/or the applicable board or committee will also receive copies of your comments, as they consider the merits of these land use proposals being reviewed by the city. You must submit a separate form for each public hearing for which you have comments.

Request Being Considered	P.Z 23-15 Pond Athletic Association
Item Description	Allowing signs posted on the fence of the Pond Athletic Fields
Position on Request	Do Not Support
General Comments	I live across from Pond Ball Fields and am concerned about a "junky" appearance at the ball park. I am not opposed to the lights at Pond, but I know how expensive it is. Often I see lights on when no one is using the ball field. Maybe they could make money by conserving on the lighting bill.
Suggestions	Could we have it so that you do not see the signs as you drive along Pond Road? Also, is there a time frame for the signs so that they would not be left up after ball season.
	(Section Break)
Name	Diana Bissell
Address	1513 Whetstone Ct.
City	Wildwood
State	MO
Zip	63038
Phone Number	636-458-6008

Email dianabissell@sbcglobal.net

Email not displaying correctly? View it in your browser.

WILDWOOD

16860 Main Street
Wildwood, MO 63040

CITY OF WILDWOOD
NOTICE OF
PUBLIC HEARING
before the Planning and Zoning Commission
Monday, December 21, 2015, at 7:30 p.m.

AS A RESIDENT OR PROPERTY OWNER NEAR THE SITE THAT IS IDENTIFIED ON THIS MAILER, THE CITY OF WILDWOOD WOULD LIKE TO ENSURE YOU ARE AWARE OF THIS REQUEST/PROPOSAL BECAUSE IT IS LOCATED WITHIN 3,000 FEET OF YOUR PROPERTY. YOUR COMMENTS ARE ENCOURAGED, ALONG WITH YOUR PARTICIPATION AT THE SCHEDULED HEARING OR MEETING. THIS ITEM IS SCHEDULED FOR DISCUSSION AND ITS OUTCOME MAY IMPACT YOUR HOME, NEIGHBORHOOD, OR AREA, SO PLEASE CAREFULLY READ THE DESCRIPTION AND PARTICIPATE AT YOUR DISCRETION. THE CITY OF WILDWOOD ENCOURAGES CITIZEN INPUT AT ALL OF ITS HEARINGS OR MEETINGS AND YOUR INVOLVEMENT WILL ASSIST IT IN REACHING THE BEST DECISION POSSIBLE FOR ALL PARTIES.

* PLEASE SEE YELLOW BOX ON OPPOSITE SIDE OF THIS MAILER FOR A LIST OF WAYS TO EITHER COMMENT ON AND/OR TRACK THIS ITEM.

Street Address of Subject Site:
1725 and 1613 Pond Road

THE CITY WELCOMES AND ENCOURAGES YOUR COMMENTS AND PARTICIPATION IN ITS PUBLIC PROCESSES.

The Planning and Zoning Commission of the City of Wildwood will conduct a public hearing on **Monday, December 21, 2015, at 7:30 p.m., in the City Hall Council Chambers, 16860 Main Street, Wildwood, Missouri 63040** for the purposes of obtaining testimony regarding request(s) for either the modification of zoning district designations, application of special procedures, change in the underlying regulations of the Zoning Ordinance, action on Record Plats, update on zoning matters, or amendment of the Master Plan, which will then be considered for action. This hearing is open to all interested parties to comment upon this request, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding this request, no action is required on your part. Written comments are requested to be submitted prior to this hearing and should be addressed to the Planning and Zoning Commission, City of Wildwood, 16860 Main Street, Wildwood, Missouri 63040 or via the City's website at **www.cityofwildwood.com/comment.** The following request will be considered at this time:

P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038 - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward One)**

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3) Viewing the Planning and Zoning Commission's agenda, which is available on the City's website at: **www.cityofwildwood.com**, the Friday before the aforementioned meeting date.

If you should have any questions regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. Thank you in advance for your interest in this matter.

CITY OF WILDWOOD, MISSOURI
RECORD OF PROCEEDINGS

MEETING OF THE PLANNING AND ZONING COMMISSION
CITY HALL, 16860 MAIN STREET, WILDWOOD, MISSOURI
DECEMBER 21, 2015

The Planning and Zoning Commission meeting was called to order by Chair Bopp, at 7:30 p.m., on Monday, December 21, 2015, at Wildwood City Hall, 16860 Main Street, Wildwood, Missouri.

I. Welcome to Attendees and Roll Call of Commission Members

Chair Bopp requested a roll call be taken. The roll call was taken, with the following results:

PRESENT – (8)
Chair Bopp
Commissioner Archeski
Commissioner Peasley
Commissioner Lee
Commissioner Gragnani
Commissioner Liddy
Mayor Woerther

ABSENT- (2)
Commissioner Renner
Commissioner Bauer
Council Member Manton

Other City Officials present: Director of Planning Vujnich, City Attorney Golterman, Planner Newberry, and Assistant Director of Planning and Parks Arnett.

II. Review Tonight's Agenda / Questions or Comments

There were no questions or comments on the agenda.

III. Approval of Minutes from the December 7, 2015 Meeting

A motion was made by Commissioner Gragnani, seconded by Commissioner Lee, to approve the minutes from the December 7, 2015 meeting. A voice vote was taken regarding the motion for approval of the minutes. Hearing no objections, Chair Bopp declared the motion approved.

IV. Department of Planning Opening Remarks

The Department did not have any opening remarks.

V. Public Hearings – Two (2) Items for Consideration

(a.) **P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038** - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street

Address: 1725 and 1613 Pond Road). **Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward One)**

Chair Bopp gave an overview of the public hearing process for all in attendance and requested the advertisement be read into the record.

Assistant Director Arnett read the request into the record.

Director Vujnich entered a number of items into the record, including the following: the City's Zoning Code, the Master Plan, and the Charter. He then narrated a slide show of photographs describing the subject site and the surrounding roadways and adjacent properties.

Keith Ellis, 17131 Lafayette Trails Drive, speaking in representation of Pond Athletic Association, noted 2016 will be PAA's 53rd year and today there are six (6) ballfields on the site. The Association is requesting a CUP be granted to allow for banners to be hung inside the park and not visible from the road.

Discussion was held among the Commission Members regarding the following: the length of time the Conditional Use Permit would be authorized; and the past use of sponsorship banners, prior to the City's incorporation, and as part of the 50th Anniversary Celebration in 2013.

Gregg Maryniak, 1518 Scofield Valley Lane, noted he has been a resident of Portland Cove for sixteen (16) years and had two (2) children that played at PAA. He stated he is opposed to the use of banners, which would change the appearance of the ballpark and the fencing into an opaque visual barrier.

Discussion was then held among the Commission Members regarding the following: the number of signs that were installed, as part of the 50th Anniversary Celebration in 2013, which was sixty (60); the extent of evergreen trees planted along Pond Road and the potential for additional trees near the main entrance into the ballpark to block the view of the signs, when traveling north along it; the number of ballfields, four (4), which back to Pond Road or the neighboring property; the Athletic Association's agreement to adhere to suggestions to preserve the character of the ballpark; the location of the banners installed in 2013; the Board of Adjustment variance that was granted in 2013; the ability to limit the number and location of banners, as part of the CUP process; the use of windscreening currently on fencing, which prevents seeing through it; and the potential for making the backs of signs green, so the visual impact of the banners is minimized.

A motion was made by Commissioner Peasley, seconded by Commissioner Archeski, to close the public hearing. A voice vote was taken regarding the motion. Hearing no objections, Chair Bopp declared the motion approved and the public hearing closed.

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

Assistant Director Arnett read the request into the record.

Director Vujnich referenced items that were provided to the Commission, including the Preliminary Development Plan and Sight Distance Study. He then narrated a slide show of photographs describing the subject site and the surrounding roadways and adjacent properties.

Tom Cummings, 10407 Baur Boulevard, 63132, noted he is representing Payne Family Homes. He provided an overview of the proposed subdivision for twenty-six (26) homes on seventy-eight (78) acres. He then provided the petitioner's rationales for requesting the PRD, including the preservation of thirty-five (35) acres of contiguous open space, the proposed amount of tree removal, which is less than a traditional subdivision, and the use of low impact development practices. He also noted the petitioner is in agreement to conduct a traffic study, if required.

Discussion was then held among the Commission Members regarding the following: the location of the cemetery on the site; the rationales used in selecting the location of the access point to the property; and the ability for the City to direct the location of the curb cut, since Pond Road is a City-maintained roadway.

Gregg Maryniak, 1518 Scofield Valley Lane, noted his main concern with this development is the location of the access point, where historically there have been a significant number of accidents and traffic issues in this location.

Maureen Maryniak, 1518 Scofield Valley Lane, noted her concern with the location of the entrance. She supported the extent of open space preserved along Pond Road, but would like the entrance moved to a safer location. She also noted her concern with the smaller lot sizes, which she believes is in opposition to the Master Plan, and questioned the location for a construction entrance.

John Gragnani, 1510 Scofield Valley Lane, noted he has lived off Pond Road for over 25 years and he believes the PRD is the best way to deal with the topography of this land. He stated his concerns with Bonhomme Creek flooding along the front of the Portland Cove Subdivision and noted that, if this subdivision causes an increase in flow within the creek, it could damage the ballpark. He also noted his concern with the placement of the sewage treatment facility and with the access drive's proposed location.

Lynda Jayne Keller, 2000 Lynda Jayne Lane, noted two (2) sides of her property border this subdivision and she would like to see an alternative plan that shows lot sizes of a three (3) acre minimum, especially since the vast majority (twenty-two (22)) lots are only one (1) acre in size). She also noted her concerns the developer may request at a later date to add more homes in the common ground area, the proposed emergency access to Lynda Jayne Lane, which she opposes, and the lack of confirmation on who owns and maintains that road. She requested it be in writing the common ground area can't be developed.

Tom Smith, 17221 Portland Crest Court, noted he is concerned with the location of the access drive to this subdivision, given he believes it is at a dangerous location. He is also concerned with the size of the lots proposed on this subdivision and believes it is in contradiction to the Master Plan and will set a precedent.

Jan Sprunger, 1547 Pond View Drive, noted her property adjoins this project and her access from her home is to Pond Road. She is concerned that she has no way to walk to the Community Park, given there is no trail along Pond Road, and none proposed as part of this development. She added that Pond Road has a high amount of traffic and it is too dangerous to walk on the shoulder. She also noted that she values the three (3) acre minimum lot size, and is concerned with the loss of trees on this property, which will increase the level of noise from State Route 100. She questioned if the subdivision would be served by public water or wells. Finally, she noted her concern with the location of the access drive and she asked that a trail be installed along Pond Road.

Josh Sprunger, 1548 Pond View Drive, noted his opposition to this plan because of safety concerns with the access drive location and the increased traffic on Pond Road, environmental concerns with the percentage of tree removal and the additional water runoff from increased impervious surfaces, and the decrease in quality of life, with the reduction in lot sizes below three (3) acres, and the increased noise from construction.

Tom Finocchio, 1633 Pond Road, noted he is concerned with the safety along Pond Road and, specifically, the location of the access drive.

Tom Cummings noted the petitioner is listening attentively and they will evaluate the location of the access drive.

Discussion was then held among the Commission Members regarding the following: the access to the locking mechanism on the bollards at the fire access area; the purpose of the PRD and its history and creation, as part of the Master Plan; the other applications of the PRD in other NU Non-Urban Residence District zoned areas, such as Shepard Oaks, which will be included in the Department's report on this request at a future meeting; the lack of service by Metropolitan St. Louis Sewer District in this area, but the City's application of the Phase II stormwater requirements, which will treat the majority of runoff onsite; the possibility of improving Lynda Jayne Lane and using it for access to this development; the type and location of the sanitary sewage treatment facility; the limited access rights on State Route 100, but the City will contact MoDOT to inquire if they will consider an access point; the potential for trails, especially along State Route 100 and, at least, an easement for public trail use through the common ground area; the need for any traffic study to take into consideration the traffic from the ballfields; and the potential for existing traffic data completed on previous City road projects along Pond Road.

A motion was made by Commissioner Archeski, seconded by Commissioner Liddy, to close the public hearing. A voice vote was taken regarding the motion. Hearing no objections, Chair Bopp declared the motion approved and the public hearing closed.

VI. Old Business – One (1) Item for Consideration

Letter of Recommendations – One (1) Item for Consideration

(a.) **P.Z. 10-15 St. Charles Tower, c/o Kathryn Roderique, 4 West Drive, Suite 100, Chesterfield, Missouri, 63017** - A request for a Conditional Use Permit (CUP) within the NU Non-Urban Residence District for a 10.6 acre tract of land, of which two thousand (2,000) square feet of this total lot's area is to be utilized for a telecommunications tower facility and encumbered by a lease area established for this purpose. This tract of land is generally located northwest of the intersection of Babler Park Drive and Old Eatherton Road (Locator Number 21W310270/Street Addresses: 1400 Babler Park Drive – Lifepointe Church). **Proposed Use - A one hundred twenty (120) foot telecommunications tower and related equipment shelter area.** The tower is proposed to be a monopole type, with exterior antenna arrays. **(Ward Three)**

Assistant Director Arnett read the request into the record.

Director Vujnich provided an overview of the draft of the Commission's Letter of Recommendation, which reflected the vote approving a one hundred ten (110) foot monopole tower. He then reviewed an Addendum to the Letter of Recommendation provided to the Commission tonight, which addresses the type of platform for the mounting of the antennas to provide a greater level of service, which is in demand from smart phones and tablets.

A motion was made by Commissioner Archeski, seconded by Commissioner Peasley, to accept the Letter of Recommendation.

Discussion was then held among the Commission Members regarding the following: the telecommunication tower approvals on other properties in the City, which have not been installed; the timing for construction of the tower; the fact that two (2) carriers are interested in this tower; the sight line studies that were requested from the Garden Valley Farms Subdivision; and the coverage this tower will provide to the area.

Kathryn Roderique, representing the petitioner, noted their agreement with the conditions, as proposed.

Greg Yocum, RF Engineer for the petitioner, provided the following: an RF coverage map showing the expected coverage from this tower; the reasons for the decline the in use of flush-mounted antennas on monopole towers due to the need of the triangular arrays to meet the needs of today's smartphones and tablet demands; and a sight analysis from the Garden Valley Farms Subdivision.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Archeski, Commissioner Peasley, Commissioner Lee, Commissioner Gragnani, Commissioner Liddy, and Chair Bopp.
Nays: None
Absent: Commissioner Renner, Commissioner Bauer, and Council Member Manton.
Abstain: Mayor Woerther
Whereupon, Chair Bopp declared the motion approved by a vote of 6-0, with one (1) abstention.

VII. New Business – One (1) Item for Consideration

(a.) A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, that seeks a change to the Amended MXD Mixed-Use Development District Ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage - **St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc. (Ward – Seven)**

Assistant Director Arnett read the request into the record.

Director Vujnich reviewed the request for an additional sign at the Wildwood Crossing development. He provided the history of sign compliance on this property, since shortly after the City's incorporation, including the addition of two (2) monument signs in lieu of an advertising sign along State Route 100 and the addition of a sign, as part of the Mobil on the Run redevelopment project. He noted there are a total of four (4) freestanding signs along this frontage, including those displays for Jack in the Box and Electro Savings Credit Union. He stated the Department understands that signage is important and the City has modified regulations to assist in this regard over the years. He noted, however, the Department opposed this additional sign due to the existence of other options, in lieu of the addition of another freestanding sign.

Discussion was then held among the Commission Members regarding the following: the option of changing the existing signs to multi-tenant signs to achieve this same end; and the potential of adding signage to the existing retaining wall.

Jim Treis, Superior Building Group, noted that he is the general contractor who would be installing the sign and that the Desco Group, the property owner, has selected a sign that is similar in appearance to the other signs in this development. He also noted his wife owns Puppingham Palace and needs the additional signage for business visibility.

Director Vujnich requested a postponement, so the Department can discuss this situation with its sign consultant and continue with some research on other options.

A motion was made by Mayor Woerther, seconded by Commissioner Gragnani, to postpone the request. A voice vote was taken regarding the motion. Hearing no objections, Chair Bopp declared the motion approved and the item postponed.

VIII. Site Development Plans-Public Space Plans-Record Plats – One (1) Item for Consideration

(a.) A recommendation report on a Site Development Plan (SDP) package for **P.Z. 7-13 ButlerDurrel Security, c/o Dennis Tacchi and Associates - Architects;** C-8 Planned Commercial District; north side of Manchester Road, east of Woods Road; which supports the reuse of the historic bungalow located on this site for an office in association with the petitioner's business. **(Ward Eight)**

Assistant Director Arnett read the request into the record.

Director Vujnich reviewed the key elements of this property's reuse as a commercial business and noted the Site Plan Subcommittee found the submitted plan to be in compliance with the site-specific ordinance and other requirements and recommended approval of it. He then reviewed details regarding the reuse of the building, the location of parking, landscaping, lighting, the large amount of open space on the back portion of the property, and other site improvements associated with it. He also noted, as part of the listing on the historic registry, the petitioner is requesting zoning incentives, which include the waiver of public space dedication and Manchester Road escrow contribution.

A motion was made by Mayor Woerther, seconded by Commissioner Archeski, to approve the Site Development Plan.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Peasley, Commissioner Lee, Commissioner Archeski, Commissioner Gragnani, Commissioner Liddy, Mayor Woerther, and Chair Bopp.
Nays: None
Absent: Commissioner Renner, Commissioner Bauer, and Council Member Manton.
Abstain: None
Whereupon, Chair Bopp declared the motion approved by a vote of 7-0.

IX. Other – No Items for Consideration

Department staff and Mayor Woerther thanked all of the Commission Members for their service and wished everyone happy holidays.

Per Chair Bopp's request, Mayor Woerther outlined the City Council action on the Villages at Bright Leaf proposal from its meeting the previous week.

Commissioner Archeski questioned if signs within a business, which can be seen from the outside, are regulated. Director Vujnich noted the City can apply the Outdoor Lighting requirements, if these signs are illuminated, and also do count as part of the calculable sign square footage.

Director Vujnich then outlined the Master Plan Advisory Committee meeting schedule for January and the cancellation of the January 4th Planning and Zoning Commission meeting.

X. Closing Remarks and Adjournment

A motion was made by Commissioner Archeski, seconded by Commissioner Peasley, to adjourn the meeting. A voice vote was taken. Hearing no objections, Chair Bopp adjourned the meeting at 9:32 p.m.

Approved by: Ronald W Peasley
Secretary – City of Wildwood Planning and Zoning Commission

Note: Recordation of the opinions, statements, and/or other meeting participation in these minutes shall not be deemed to be an acknowledgement or endorsement by the Commission of the factual accuracy, relevance, or propriety thereof.

* If comment cards were submitted indicating they did not wish to speak at tonight's meeting, they have been attached and made part of the official record.

Chapter 415. Zoning Regulations

Section 415.090. "NU" Non-Urban Residence District Regulations.

[Ord. No. 1324 App. A §1003.107(K), 8-14-2006; Ord. No. 1874 §1, 6-25-2012; Ord. No. 1880 §1, 8-13-2012; Ord. No. 1934 §1, 5-13-2013]

A. *Scope Of Provisions.* This Section contains the district regulations of the "NU" Non-Urban Residence District. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in this Chapter which are incorporated as part of this Section by reference. The "NU" Non-Urban Residence District of the City of Wildwood encompasses areas within which rough natural topography, geological conditions or location in relation to urbanized areas creates practical difficulties in providing and maintaining public roads and public or private utility services and facilities. The "NU" Non-Urban Residence District, therefore, shall promote the protection and existence of a large-lot rural development pattern.

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

1. Churches.
2. Commercial vegetable and flower gardening, as well as plant nurseries and greenhouses, but not including any structure or building used as a retail or wholesale salesroom.
3. Dairy farming.
4. Dwelling, single-family.
5. (Reserved)
6. Farming, including the cultivation and sale of any plant crops and domestic animals.
7. Forests, wildlife reservations, as well as conservation projects.
8. (Reserved)
9. Home occupations.
10. Hunting and fishing as well as propagation of wildlife of any kind.
11. Libraries, public or private not-for-profit.
12. Mausoleums or crematoriums in an existing cemetery, any other provision of the law notwithstanding, but no such structure shall be situated closer than one hundred (100) feet to any cemetery property line.
13. Parks, parkways and playgrounds, public or private not-for-profit.
14. Schools, public or private kindergarten, elementary, secondary and collegiate.
15. Water features determined not to be high hazard or located in the main channel of a named watershed located in the City of Wildwood. Notwithstanding the foregoing, permitting of these features shall be governed by the regulations, requirements, and standards of the Chapter 425 Grading Code of the City of Wildwood Municipal Code and be reviewed and acted upon by the Department of Public Works. These water features, herein permitted by

right, shall require a Conditional Use Permit (CUP), under the regulations set forth in Chapter 415.500 Conditional Use Permit Procedures (CUP) of the City of Wildwood Zoning Ordinance, if the source of any of its water for developing or maintaining normal pool elevation is determined to be from a ground water source.

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", except the specified home occupations described below which must adhere to simplified process defined in Subsections **(H)** and **(I)** of this Section:

1. Administrative offices and educational facilities.
2. Banners: sponsorship types for both public and not-for-profit uses, with a minimum of two (2) operational athletic fields on the same lot.
   [Ord. No. 415.090 §1, 4-13-2015]
3. Bed and breakfast establishments.
4. Blacksmiths.
5. Cemeteries, including mortuaries operated in conjunction with the cemetery.
6. Child care centers, nursery schools and day nurseries.
7. Clubs, private not-for-profit.
8. (Reserved)
9. (Reserved)
10. Fairgrounds.
11. Feed or grain storage, commercial or cooperative.
12. Foster homes for handicapped children.
13. Golf courses, including practice driving tees on the same premises. Miniature golf courses and independent practice driving tees are excluded.
14. (Reserved)
15. Group homes for the elderly.
16. (Reserved)
17. Home occupations permitted by Section **415.090(H)**.
18. Large water features.
19. Local public utility facilities, provided that any installation, other than poles and equipment attached to the poles, shall be:
    a. Adequately screened with landscaping, fencing or walls or any combination thereof; or
    b. Placed underground; or
    c. Enclosed in a structure in such a manner so as to blend with and complement the character of the surrounding area.
    d. All plans for screening these facilities shall be submitted to the Department of Planning for review. No building permit or installation permit shall be issued until these plans have been approved by the Department of

20. Mortuaries.

21. Mulching plants for trees, wood or wood waste, but not including any assembly or manufacture of a product.

22. Nursing homes, including assisted care living facilities (overall density of assisted care units is a function of permitted beds).

23. Police and fire stations.

24. Post offices and other government buildings.

25. Public utility facilities, other than local public utility facilities.

26. Radio, television and communication transmitting, receiving or relay towers and facilities, subject to the provisions of the Model Telecommunications Code.

27. Recreational camps and camping facilities.

28. Recreational land uses, commercial or not-for-profit.

29. Residential substance abuse treatment facilities.

30. Retreats operated by educational or other not-for-profit entities.

31. Riding stables, kennels and veterinary clinics.

32. (Reserved)

33. Salesrooms (retail and wholesale), when established as an accessory use to commercial gardens, plant nurseries and greenhouses, for the sale of nursery products and related items for use in preserving the life and health of such products, hand tools and plant containers. The preceding items shall not include power-driven equipment, lawn and garden furniture nor decorative accessories and fencing; however, bulk sale of sand, gravel, mulch, railroad ties or similar materials may be permitted. The salesroom may occupy all or a portion of a building.

34. Satellite dishes (additional to provisions of Section **415.380(R)**).

35. Sewage treatment facilities, other than facilities permitted as an accessory use.

35a. Solar panels, all ground-mounted types. All roof-mounted types, if said installations are visible from an adjoining/adjacent street(s).
[Ord. No. 2028 §§1 — 2, 4, 8-25-2014]

36. Specialized private schools.

37. (Reserved)

D. *Accessory Land Uses And Developments.*

1. Subject to compliance with the procedures of this Section, accessory buildings, structures and uses are permitted in conjunction with a permitted land use or development or (unless restricted by applicable condition) a conditional land use or development when such accessory building, structure or use is customarily found in conjunction with the primary use, is a reasonably necessary incident to the primary use, is clearly subordinate to the primary use and serves only to further the successful utilization of the primary use. Accessory uses include the following:

   a. Devices for the generation of energy, such as solar panels (roof-mounted types on rear and/or side of dwellings and not visible from the adjoining/adjacent street(s) only), wind generators and similar devices.
   [Ord. No. 2028 §§1 — 2, 4, 8-25-2014]

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Monday, December 21, 2015 4:13 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Travis Newberry
Subject: Online Form Submittal: Public Hearing Comment Form

Public Hearing Comment Form

By utilizing this form, your comments will be considered by the Department of Planning in its development of a recommendation of this request. Additionally, the Planning and Zoning Commission, the City Council, and/or the applicable board or committee will also receive copies of your comments, as they consider the merits of these land use proposals being reviewed by the city. You must submit a separate form for each public hearing for which you have comments.

Request Being Considered	P.Z 23-15 Pond Athletic Association
Item Description	Banners on PAA fencing
Position on Request	Other
General Comments	I would support this on the condition that the banners are visible ONLY to those using the Pond Athletic Association and are not visible from Pond Road. Those of us who live in the area should not have to view advertising when driving on Pond Road.
Suggestions	Ensure banners are not visible from Pond Road.
	(Section Break)
Name	Sandra Curtiss
Address	17229 Portland Crest Ct
City	Wildwood
State	MO
Zip	63038
Phone Number	314-600-2691
Email	sandra.w.curtiss@gmail.com

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Monday, December 21, 2015 4:01 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Travis Newberry
Subject: Online Form Submittal: Public Hearing Comment Form

Public Hearing Comment Form

By utilizing this form, your comments will be considered by the Department of Planning in its development of a recommendation of this request. Additionally, the Planning and Zoning Commission, the City Council, and/or the applicable board or committee will also receive copies of your comments, as they consider the merits of these land use proposals being reviewed by the city. You must submit a separate form for each public hearing for which you have comments.

Request Being Considered	P.Z 23-15 Pond Athletic Association
Item Description	*Field not completed.*
Position on Request	Do Not Support
General Comments	How is the board going to protect the neighbor's from PAA becoming to commercial when presently their games that go past 10:00 they have their signs on the top of our streets. No one was asked if it was ok on smith school to have their name on our street, would it be reasonable to think the neighbor who live with this club don't count.
Suggestions	*Field not completed.*
	(Section Break)
Name	Betty
Address	1512 smith school
City	Wild wood
State	Mo
Zip	63038
Phone Number	N/A
Email	N/A

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Tuesday, December 22, 2015 12:42 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Travis Newberry
Subject: Online Form Submittal: Public Hearing Comment Form

Public Hearing Comment Form

By utilizing this form, your comments will be considered by the Department of Planning in its development of a recommendation of this request. Additionally, the Planning and Zoning Commission, the City Council, and/or the applicable board or committee will also receive copies of your comments, as they consider the merits of these land use proposals being reviewed by the city. You must submit a separate form for each public hearing for which you have comments.

Request Being Considered	P.Z 23-15 Pond Athletic Association
Item Description	*Field not completed.*
Position on Request	Do Not Support
General Comments	My husband has been living on the same property for over 30 years and remembers when the ball diamonds were nonexistent and just an open field and traffic concerns were not a problem. The small developing ball park has grown and grown so much that pond road cannot support all the traffic. Therefore, I do not believe more advertising is needed for success of the association. The association needs to realize this was, and the residents still want, it to be a quaint little country road and not a commercialized district. I was not in support of the banners when they were requested in 2013 and I still am not to date. The banners are seen from the road from all angles through the chain link fence and we drive by there multiple times a day. They are cheap looking plastic and unsightly. They do not go with the natural beauty of the wooded, hilly area we love to live in. Please consider the people who live by the park and are next door neighbors when deciding how our country road is perceived. It is a winding, country road, not a commercial district.
Suggestions	A suggestion to the ball park would be to raise the prices so that advertisement banners aren't needed. I drive down highway 40 close to the city and see ballfields on the north side of 40 and i do not see unsightly advertisement banners.

	Perhaps pond ballpark could ask them for suggestions on how generate more revenue. Or, when i was a young girl, our "tball" shirts had sponsors ads on the back of the shirt or shirt sleeve.
	(Section Break)
Name	Erica Sprunger
Address	1548 Pond View Drive
City	Wildwood
State	MO
Zip	63038
Phone Number	636-751-3581
Email	esprunger@gmail.com

Email not displaying correctly? View it in your browser.

WILDWOOD

SITE DEVELOPMENT PLAN RECOMMENDATION REPORT
Planning and Zoning Commission
February 16, 2016 Executive Session
"Planning Tomorrow Today"

Project:	Manchester Road Streetscape – Phase III
Petitioner:	City of Wildwood City Council and Department of Planning
Location:	Manchester Road, between Eatherton Road and Taylor Road
Zoning:	Multiple districts, including residential and commercial designations
Town Center Designation:	Workplace District
Ward:	Eight
Nature of Request:	A request to approve the Site Development Plan for Manchester Road Streetscape – Phase III, which includes the 0.60 mile section of Manchester Road, which begins at Eatherton Road and continues east to the Taylor Road Roundabout.

OVERVIEW - The Department of Public Works has been preparing plans for Phase III streetscape improvements along Manchester Road (Historic Route 66). These plans reflect the widening of existing shoulders to accommodate a bike lane, on-street parallel parking, and curbs and gutters, along with adding ten foot (10') wide sidewalks, street trees, grates, and decorative street lights. The plan also includes several stormwater management facilities. The extent of this project within the Manchester Road right-of-way is from Eatherton Road, on its west end, to Taylor Road, on its east end. The overall length of the project is approximately 0.60 miles. Federal monies, through a grant process, provide fifty percent (50%) of this project's funding for implementation. As a component of the grant application, the Project Development Schedule states the Site Development Plan for this project is scheduled to be considered by the Planning and Zoning Commission for approval in February, 2016.

BACKGROUND - In February 1998, the City of Wildwood adopted the City's Town Center Plan, which includes five (5) major components. These components are the Boundary Map, the Neighborhood Design Standards, the Architectural Guidelines, the Regulating Plan, and the Street Network Plan. Along with these components, the Town Center Plan also addresses a number of other considerations, such as the placement of parking, the inclusion of green space, the development of stormwater management facilities, the definition of permitted and non-permitted land use activities, and the creation of standards for walkable neighborhoods in terms of block lengths. Collectively, these considerations are intended to create a definable neighborhood with a mix of

uses, attractive architecture, functional and safe infrastructure, and common elements for public space and use.

The intent of the Street Network Plan, one (1) of five (5) components of the overall Town Center Plan, is to define the location of the major streets and roadways and their specifications for construction. One of the major arterial roadways within the City's Town Center Area is Manchester Road. The Town Center Plan creates a system of streets and roadways to provide access to properties, but also to promote an atmosphere where the pedestrian and residents living and working along them are encouraged to consider these environments as part of their "outdoor room". All streets and roadways have design specifications and construction criteria to meet the goals of the plan. The major characteristics of these streets and roadways are their narrower widths, larger sized sidewalks, and on-street parking features.

In 2015, the City Council adopted Resolution 2015-17 establishing five (5) strategic goals intended to serve as policy and program guides for City officials over a five (5) year timeframe (2015 - 2019). The first of those principal goals was to promote and facilitate the development of the Town Center Area. Currently, the objective toward meeting this goal is to improve the Town Center Area's infrastructure by completing Manchester Road Streetscape – Phase III.

LEGAL REQUIREMENTS - The City, for this capital improvement project, is seeking the action of the Planning and Zoning Commission due to the State Statue that requires such of a community that has adopted a Master Plan (**Chapter 89, Section 89.380**):

> "Whenever the commission adopts the (master) plan of the municipality or any part thereof, *no street or other public facilities, or no public utility, whether publicly or privately owned, and, the location, extent and character thereof having been included in the recommendations and proposals of the plan or portions thereof, shall be constructed or authorized in the municipality until the location, extent and character thereof has been submitted to and approved by the planning commission.* In case of disapproval the commission shall communicate its reasons to the council, and the council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the council or the appropriate board or officer may proceed, except that if the public facility or utility is one the authorization or financing of which does not fall within the province of the council, then the submission to the planning commission shall be by the board having jurisdiction, and the planning commission's disapproval may be overruled by that board by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land for, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled. The failure of the commission to act within sixty days after the date of official submission to it shall be deemed approval."

ANALYSIS -The Department would first note the importance the Manchester Road Streetscape Projects have had on the livability and vitality of the City's Town Center Area. The intent of the Town Center concept was to provide the community with a dynamic mixed-use environment, where people could live, work, and play. The Town Center Area is the focal point of the City. The completion of Phase III of this project will create a consistent streetscape along Manchester Road from State Route 109, east to State Route 100, which will enhance the sense of place in Town Center. The Department believes without the application of an approved streetscape design, the Town Center Area would suffer.

Manchester Road serves as an east-west urban arterial street through the entire length of the Town Center Area and, therefore, sees a large volume of bicycle and pedestrian traffic accessing businesses, restaurants, parks, and residential areas. Currently, with no sidewalks, poor lighting, and limited shoulders in place, the use of this section of busy roadway by pedestrians and cyclists is unsafe. The separation of the multiple modes of transportation will increase the safety of all users. This project is consistent with the Master Plan, Town Center Plan, and Mobility and Access Plan. From a regional perspective, the project is consistent with the Gateway Bike Plan and the Manchester Road Great Streets Master Plan. The pedestrian and bike facilities added as part of this project will be a great benefit to the community by connecting people into a well-planned transportation network that benefits multiple modes of transportation in terms of safety and access.

Site Development Plan>>> The Site Development Plan includes the following components:

1. Addition of ten foot (10') wide sidewalks constructed largely of concrete and, in some places, permeable surfaces.
2. Street trees, grates, and decorative street lighting consistent with Phases I and II of the Manchester Streetscape Project, as well as other streets in the Town Center Area
3. On-street parallel parking spaces.
4. Two (2), eleven foot (11') wide drive lanes, with five foot (5') wide bike lanes, curbs, and gutters.
5. Addition of stormwater management facilities, including permeable surfaces, planted medians, planted tree wells, and bioretention areas.
6. The necessary relocation of utilities and the reconstruction of the sanitary sewers by the City.

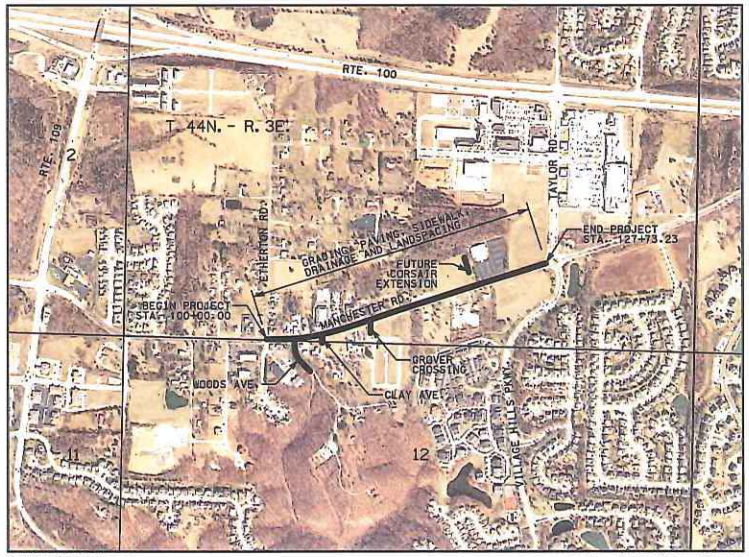
Other Factors>>> Given the historical context of this roadway, being one (1) of the first roadways commissioned by the State of Missouri (c. 1830), after entering the Union, the Department will be providing this plan to the Historical Preservation Commission for its consideration as well. The streetscape enhancements do not necessarily change the character of the roadway, from a historical basis, but must be respectful of such in its design and retention of existing signage that denotes it as the original location of Route 66 (1931-1937).

SUMMARY AND RECOMMENDATION - The Planning and Zoning Commission has considered this project and the efforts of the Department of Public Works and believes the attached Manchester

Road Streetscape – Phase III Site Development Plan is consistent with the City's Master Plan, Town Center Plan, and Mobility and Access Plan. Approval of this plan will continue a long history of this City in providing safe streetscapes that are accessible by multiple modes of transportation. Accordingly, the Planning and Zoning Commission, by a vote of 10 to 0, at its February 16, 2016 Executive Session, hereby approves the Site Development Plan for the Manchester Road Streetscape – Phase III.

RIGHT OF WAY PLANS
MANCHESTER ROAD, PHASE 3
RECONSTRUCTION PROJECT
CITY OF WILDWOOD
ST. LOUIS COUNTY, MISSOURI

FEDERAL PROJECT NO. STP-5536(610)



LOCATION MAP N.T.S.

M.S.D. BASE MAPS - XX. XX

DESIGN DESIGNATION

A.A.D.T. (2014) = 9165

A.A.D.T. (2034) = 11183

V = 35 M.P.H. (POSTED)

FUNCTIONAL CLASSIFICATION - URBAN COLLECTOR

UTILITIES

WATER:	MO AMERICAN WATER (314.996.2335)
SANITARY SEWER:	M.S.D. (314.768.6260)
STORM SEWER:	M.S.D. (314.768.6260)
ELECTRIC:	AMEREN MO (314.992.8919)
GAS:	LACLEDE GAS CO. (314.768.7767)
TELEPHONE:	AT&T (636.949.1312)
CABLE TV:	CHARTER COMMUNICATIONS (636.262.0395)
MO ONE CALL:	(800-DIG-RITE)

MISSOURI ONE CALL SYSTEM, INC. 1-800-DIG-RITE (1-800-344-7483) 811 - CALL BEFORE YOU DIG

CONVENTIONAL SYMBOLS
(USED IN PLANS)

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	-FO-	-FO-
OVERHEAD TELEPHONE		
UNDERGROUND TELEPHONE	-T-	-T-
OVERHEAD POWER		
UNDERGROUND POWER	-P-	-P-
GAS	-G-	-G-
WATER	-W-	-W-
MANHOLE	SAN	
FIRE HYDRANT	HYD	
WATER VALVE	WV	
WATER METER	WM	
DROP INLET		
DITCH BLOCK		
GROUND MOUNTED SIGN	SIGN	
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL	PED	
FENCE		
CHAIN LINK	-V-	
WOVEN WIRE	-X-	
GATE POST		
BENCHMARK	BM	

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

ABBREVIATIONS

REMOVED AND REPLACED	(RR)	PROFILE GRADE LINE	PGL	DRIVE	DR.
REMOVE	(R)	GATE POST	GP	RADIUS	R. OR RAD.
TO BE ABANDONED	(TBA)	POWER POLE	PP	PERMANENT	PERM.
USE IN PLACE	(UIP)	RIGHT OF WAY	R/W OR ROW	MODULAR BLOCK RETAINING WALL	MBRW
DO NOT DISTURB	(DND)	CONCRETE	CONC.	SHOULDER	SHLDR.
TO BE REM'D AND RELOCATED (BY CONTRACTOR)	(TBRR)	SIDEWALK	SDWK.	PAVEMENT	PVMT.
ADJUST TO GRADE	(ATG)	ASPHALT	ASPH.	MANHOLE	MH
TO BE REM'D AND REPLACED BY OTHERS	(TBRBO)	EACH	EA.	BITUMINOUS	BIT.
TO BE ABANDONED AND FILLED	(TBA&F)	TELEPHONE MANHOLE	TMH.	TYPICAL	TYP.
ADJUST TO GRADE BY OTHERS	(ATGBO)	GAS VALVE	GV	NOT TO SCALE	NTS
FACE TO FACE	(F-F)	WATER VALVE	WV	TEMPORARY	TEMP.
FACE TO BASELINE	(F-B)	WATER METER	WM	EASEMENT	ESMT.
FACE TO CENTERLINE	(F-C)	BEGINNING OF PROJECT	BOP	PAGE	PG.
CENTER TO CENTER	(C-C)	END OF PROJECT	EOP	VERTICAL POINT OF INTERSECTION	VPI
BUILDING	BLDG.	EDGE OF PAVEMENT	EOP	VERTICAL POINT OF CURVATURE	VPC
FACE OF CURB	FOC	EXISTING	EXST. OR EXIST.	VERTICAL POINT OF TANGENCY	VPT
MINIMUM	MIN.	PROPOSED	PRPS. OR PROP.	STATION	STA.
ENTRANCE	ENTR.	BACK	BK.	TEMPORARY CONSTRUCTION EASEMENT	T.C.E.
SUPERELEVATION RATE	SE	AHEAD	AHD.	PROPOSED SIDEWALK UTILITY EASEMENT	P.S.U.E.
MAX. SUPERELEVATION RATE	MSE	BACK OF CURB	BOC		
		ELEVATION	ELEV. OR EL.		
		ROAD	RD.		

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (TS)	2
PLAN (PN)	4-10
PROFILE (PR)	11-14
COORDINATE/REFERENCE POINTS (CP)	NOT INCL.
WARPING SHEETS (WP)	NOT INCL.
STORM WATER HANDLING (SW)	19-27
PAVEMENT MARKING & SIGNING (PM)	NOT INCL.
EROSION CONTROL (EC)	NOT INCL.
TRAFFIC CONTROL (TC)	NOT INCL.
CROSS SECTIONS (XS)	
MANCHESTER ROAD	50-76
WOODS AVENUE	77-78
CLAY AVENUE	79
GROVER CROSSING	80
STREETSCAPE DETAILS	
LANDSCAPE PLAN	NOT INCL.
LANDSCAPE SITE PLAN	NOT INCL.
LANDSCAPE DETAIL PLAN	NOT INCL.
LANDSCAPE DETAILS	NOT INCL.
RIGHT OF WAY PLANS (RP)	RP1-RP6
BMP DETAIL SHEETS (BMP)	BMP1-BMP10

DIRECTOR OF PUBLIC WORKS

DATE 20

LENGTH OF PROJECT

BEGINNING OF PROJECT	STA. 100+00.00
END OF PROJECT	STA. 127+73.23
APPARENT LENGTH	2773.23 FEET
EQUATIONS AND EXCEPTIONS:	
TOTAL CORRECTIONS	0.00 FEET
NET LENGTH OF PROJECT	2773.23 FEET
STATE LENGTH	0.53 MILES

STATE OF MISSOURI DANIEL SCOTT GOFORTH NUMBER 2010035543 PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2010035543

DATE PREPARED 11/2015

ROUTE - | STATE MO

DISTRICT - | SHEET NO. 1

COUNTY ST. LOUIS

JOB NO. STP-5536(610)

PROJECT NAME MANCHESTER

SHEET NAME TITLE SHEET

SHEET 1 OF 1

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DATE	DESCRIPTION
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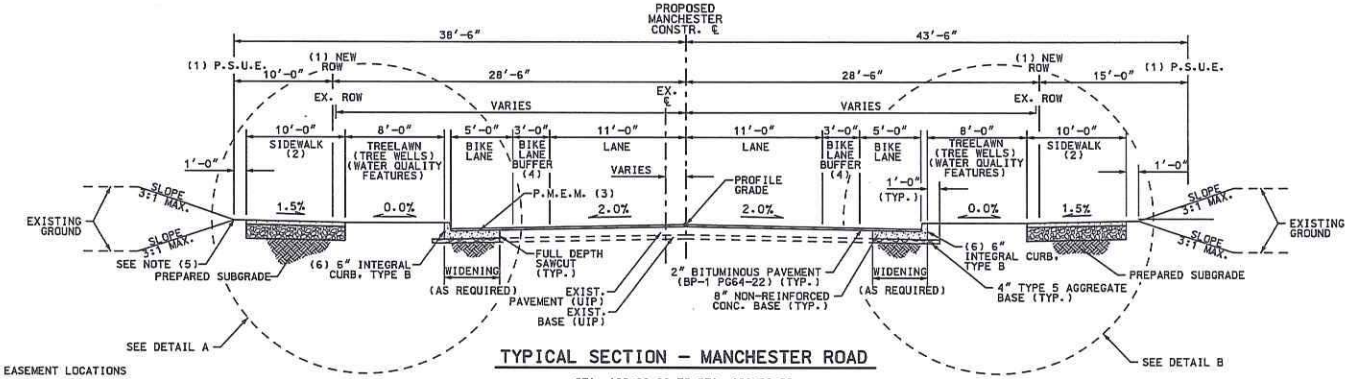
CITY OF WILDWOOD
PUBLIC SERVICES COMPLEX
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.5440

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS
ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
FAX (636) 241-2391
stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS LICENSES
MISSOURI PROFESSIONAL ENGR. CORP. NC 00138
MISSOURI LAND SURVEYING CORP. NC 00344

$DATE$



TYPICAL SECTION – MANCHESTER ROAD

STA. 100+00.00 TO STA. 100+28.29
STA. 100+86.22 TO STA. 105+76.94
STA. 106+59.06 TO STA. 108+93.62
STA. 109+37.57 TO STA. 112+59.67
STA. 113+53.55 TO STA. 117+33.43
STA. 118+25.09 TO STA. 121+05.11
STA. 123+38.91 TO STA. 124+67.68 (5' BIKE LANE ONLY)

(1) SEE PLAN SHEETS FOR ROW & EASEMENT LOCATIONS

(2) PERVIOUS CONCRETE PAVEMENT WITH STORAGE BED AND UNDERDRAIN.

SIDEWALK WIDTH & CROSS SLOPE VARIES FROM STA. 100+00.00 TO STA. 101+53.56 LT. & STA. 101+00.00 RT. (CROSS SLOPE NOT TO EXCEED 2.0%: SEE PLANS & CROSS SECTIONS FOR DETAILS.)

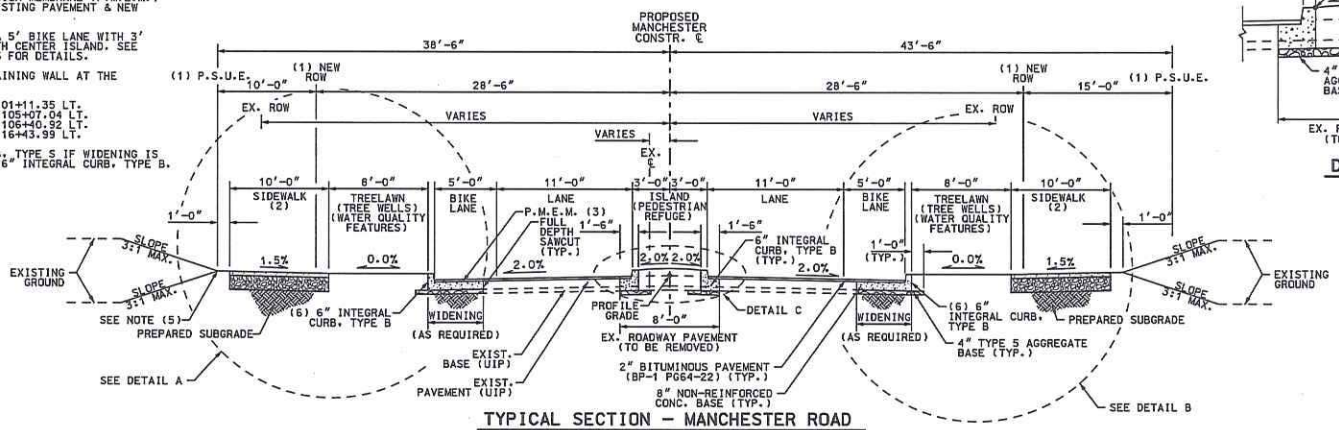
(3) APPLY POLYMER MODIFIED EMULSION MEMBRANE (P.M.E.M.) PRIOR TO 2" OVERLAY OVER EXISTING PAVEMENT & NEW CONCRETE PAVEMENT.

(4 PROVIDE FOR 60' TAPER FROM A 5' BIKE LANE WITH 3' BUFFER TO A 5' BIKE LANE WITH CENTER ISLAND. SEE PAVEMENT MARKING PLAN SHEETS FOR DETAILS.

(5) PROVIDE FOR SMALL BLOCK RETAINING WALL AT THE FOLLOWING LOCATIONS:

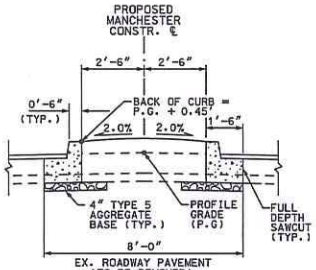
STA. 100+96.73 LT. TO STA. 101+11.35 LT.
STA. 104+42.05 LT. TO STA. 105+07.04 LT.
STA. 105+67.95 LT. TO STA. 106+40.92 LT.
STA. 114+66.87 LT. TO STA. 116+43.99 LT.

(6) PROVIDE FOR 6" CONCRETE CURB, TYPE S IF WIDENING IS NOT REQUIRED: OTHERWISE USE 6" INTEGRAL CURB, TYPE B.

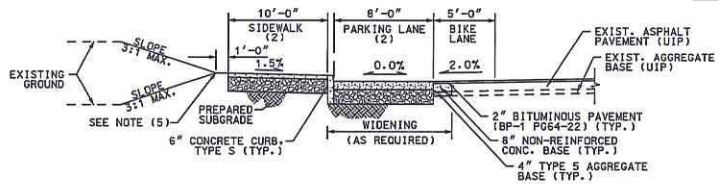


TYPICAL SECTION – MANCHESTER ROAD

STA. 100+00.00 TO STA. 100+86.22
(BEGIN ISLAND AT STA. 100+28.29)
STA. 105+76.94 TO STA. 106+59.06
STA. 108+93.62 TO STA. 109+37.57
STA. 112+59.67 TO STA. 113+53.55
STA. 117+33.43 TO STA. 118+25.09
STA. 121+05.11 TO STA. 123+38.91
STA. 124+67.68 TO STA. 127+73.23

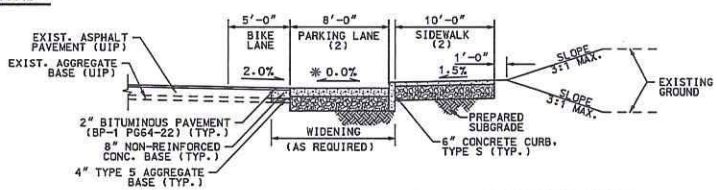


DETAIL C



DETAIL A

STA. 100+46.54 TO STA. 101+02.54
STA. 101+32.95 TO STA. 101+89.21
STA. 104+34.06 TO STA. 104+90.45
STA. 105+86.73 TO STA. 106+62.91
STA. 114+91.23 TO STA. 116+27.23
STA. 116+82.21 TO STA. 119+84.21
STA. 124+60.68 TO STA. 126+96.68



DETAIL B

* STA. 100+48.48 TO STA. 102+32.88
STA. 103+00.21 TO STA. 103+74.96
STA. 104+15.62 TO STA. 104+89.31
STA. 105+86.57 TO STA. 107+02.16
STA. 110+65.98 TO STA. 112+01.98
STA. 112+64.53 TO STA. 113+80.53
STA. 117+53.04 TO STA. 118+09.04
STA. 118+80.19 TO STA. 119+56.16

* PROVIDE FOR 4% CROSS SLOPE FOR PARKING LANE

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED
11/2015

ROUTE	STATE
-	MO
DISTRICT	SHEET NO.
-	2

COUNTY
ST. LOUIS

JOB NO.
140229

PROJECT NAME
MANCHESTER

SHEET NAME
TS

SHEET
1 OF 2

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636-458-0440

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 2000A
ST. LOUIS, MISSOURI 63101
TEL (636) 241-8300
FAX (636) 241-2391
thouvenot@thouvenot.com
PROFESSIONAL REGISTRATIONS (DESIGN)
MISSOURI PROFESSIONAL CORP. NO. E-2003.8
MISSOURI LAND SURVEYING CORP. NO. 2003.8
KANSAS NO. E-2003.8

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

REV.

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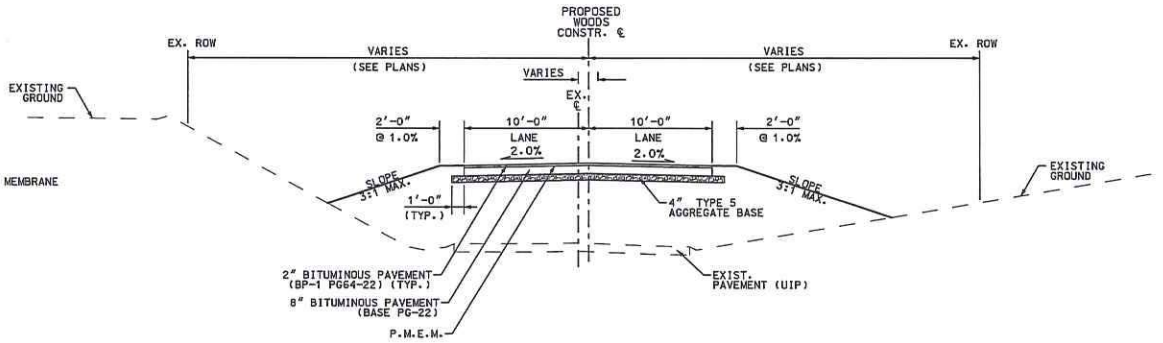
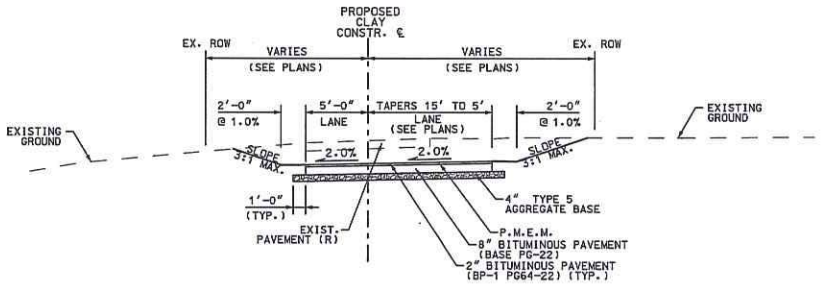


P.M.E.M. = POLYMER MODIFIED EMULSION MEMBRANE
(SEE NOTE (3) ON SHEET 1 OF 2)

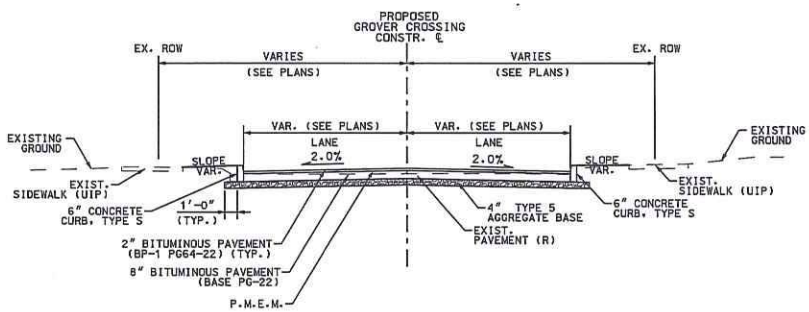
TYPICAL SECTION – WOODS AVENUE

STA. 15+50.00 TO STA. 18+17.50



TYPICAL SECTION – CLAY AVENUE

STA. 25+43.00 TO STA. 26+09.50



TYPICAL SECTION – GROVER CROSSING

STA. 35+50.00 TO STA. 36+05.00

DANIEL S. GOFORTH
CIVIL ENGINEER
2010015545

DATE PREPARED
11/2015

ROUTE	STATE
-	MO
DISTRICT	SHEET NO.
-	2

COUNTY
ST. LOUIS

JOB NO.
140229

PROJECT NAME
MANCHESTER

SHEET NAME
TS

SHEET
2 OF 2

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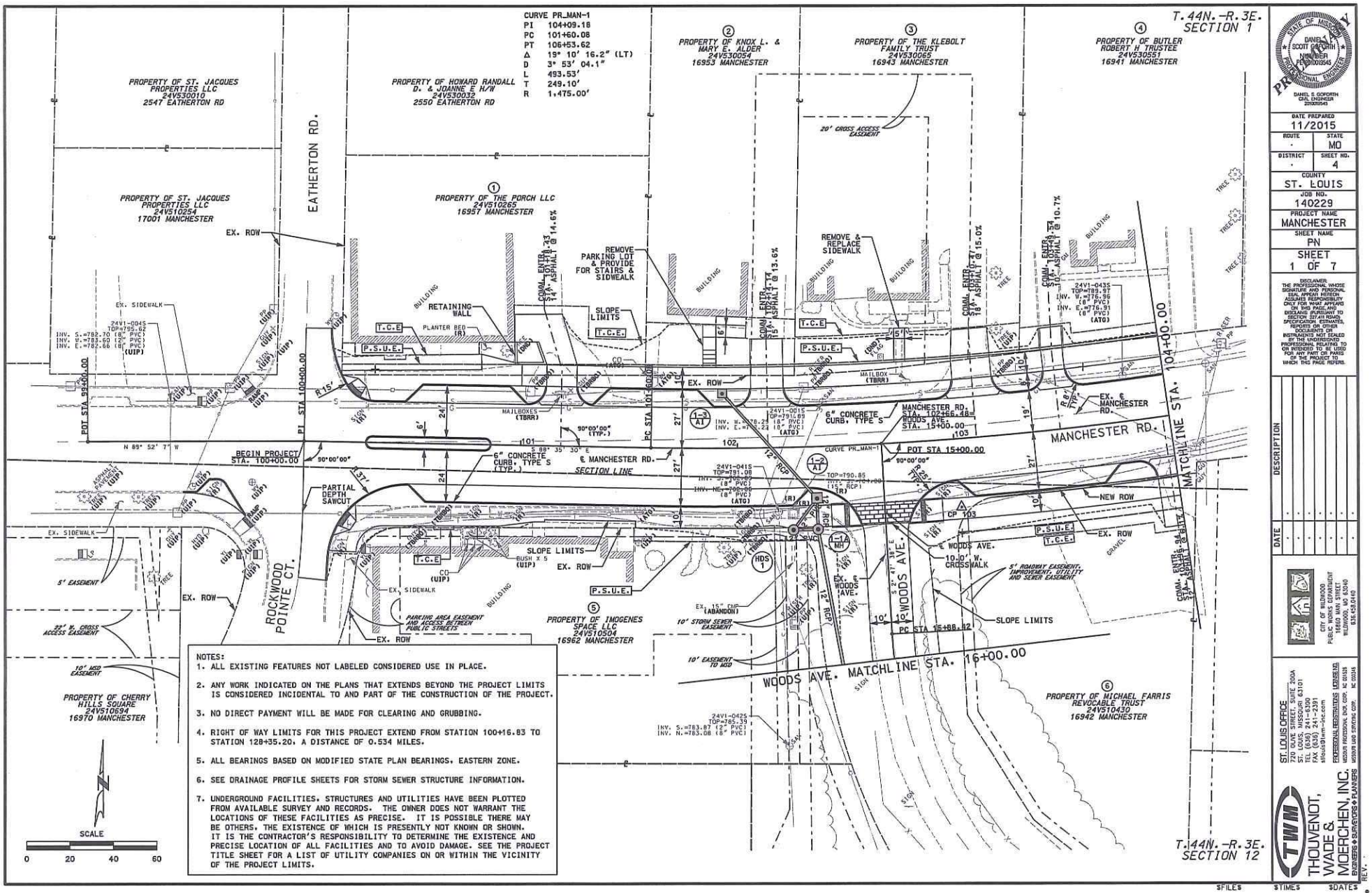
DATE	DESCRIPTION

CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS
ST. LOUIS OFFICE
2200 CLAYE STREET, SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
FAX (636) 241-2391
stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS (CERTIFICATES OF AUTHORITY)
MISSOURI PROFESSIONAL ENGR. CORP. NC 00038
MISSOURI LAND SURVEYING CORP. NC 00038

REV.

$FILES $TIMES $DATES



NOTES:

1. ALL EXISTING FEATURES NOT LABELED CONSIDERED USE IN PLACE.
2. ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND PART OF THE CONSTRUCTION OF THE PROJECT.
3. NO DIRECT PAYMENT WILL BE MADE FOR CLEARING AND GRUBBING.
4. RIGHT OF WAY LIMITS FOR THIS PROJECT EXTEND FROM STATION 100+16.83 TO STATION 128+35.20. A DISTANCE OF 0.534 MILES.
5. ALL BEARINGS BASED ON MODIFIED STATE PLAN BEARINGS. EASTERN ZONE.
6. SEE DRAINAGE PROFILE SHEETS FOR STORM SEWER STRUCTURE INFORMATION.
7. UNDERGROUND FACILITIES. STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY AND RECORDS. THE OWNER DOES NOT WARRANT THE LOCATIONS OF THESE FACILITIES AS PRECISE. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND PRECISE LOCATION OF ALL FACILITIES AND TO AVOID DAMAGE. SEE THE PROJECT TITLE SHEET FOR A LIST OF UTILITY COMPANIES ON OR WITHIN THE VICINITY OF THE PROJECT LIMITS.

STATE OF MISSOURI
DANIEL SCOTT GOFORTH
NUMBER PE-2001005545
PROFESSIONAL ENGINEER
DANIEL S. GOFORTH
CIVIL ENGINEER
2001005545

DATE PREPARED
11/2015

ROUTE	STATE
-	MO
DISTRICT	SHEET NO.
-	4

COUNTY
ST. LOUIS

JOB NO.
140229

PROJECT NAME
MANCHESTER

SHEET NAME
PN

SHEET
1 OF 7

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DATE	DESCRIPTION
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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.6410

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS • SURVEYORS • PLANNERS
ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 2004
ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
FAX (636) 241-2391
stlouis@thwm-inc.com
PROFESSIONAL REGISTRATIONS LICENSE NO
MISSOURI PROFESSIONAL ENGR. CORP. NC 00128
MISSOURI LAND SURVEYING CORP. NC 00048

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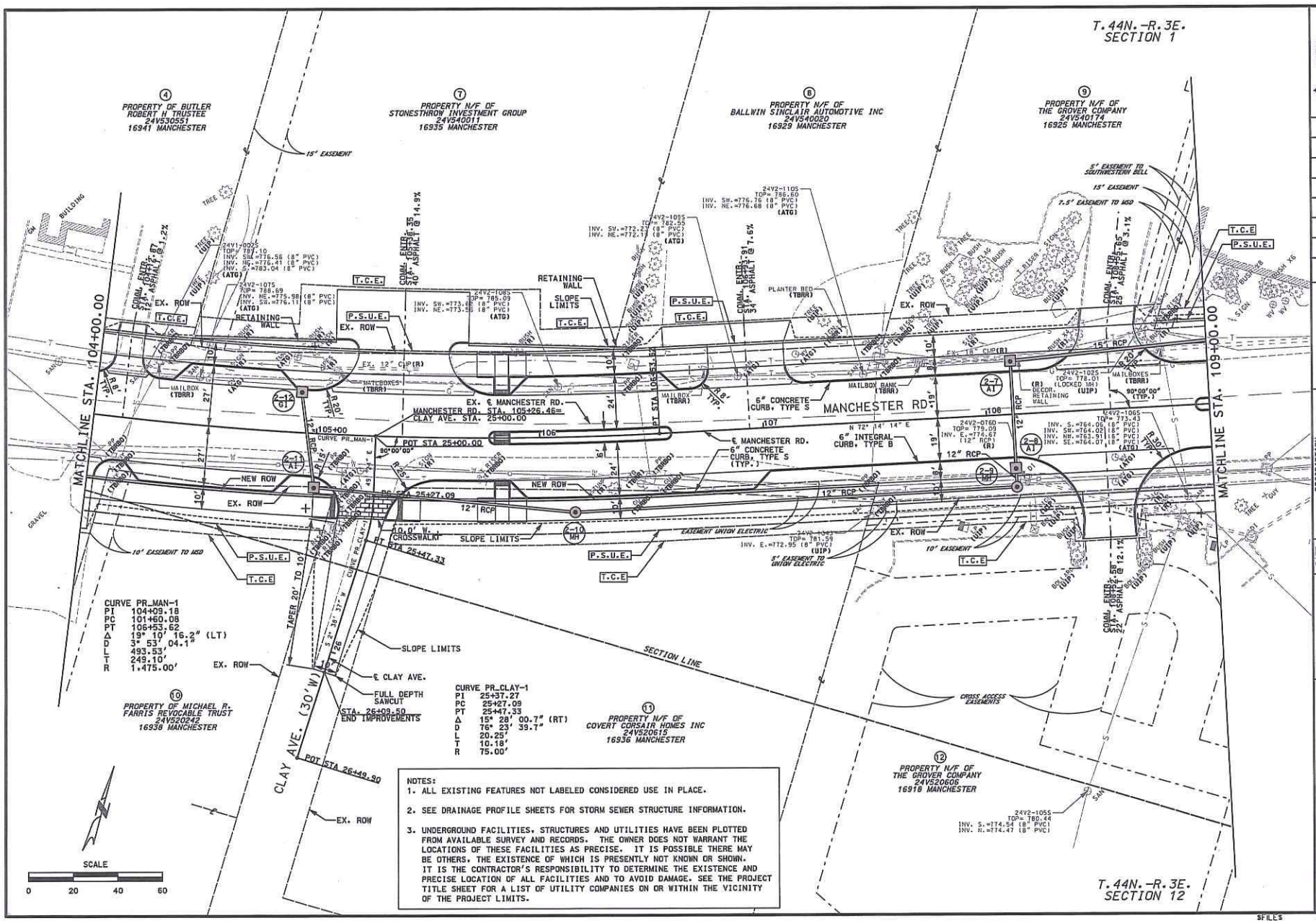

DANIEL S. GOFORTH
CIVIL ENGINEER
2010015543

DATE PREPARED
11/2015

ROUTE	STATE
-	MO
DISTRICT	SHEET NO.
-	5

COUNTY
ST. LOUIS

JOB NO.
140229

PROJECT NAME
MANCHESTER

SHEET NAME
PN

SHEET
2 OF 7

DISCLAIMER
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DATE	DESCRIPTION
-	-

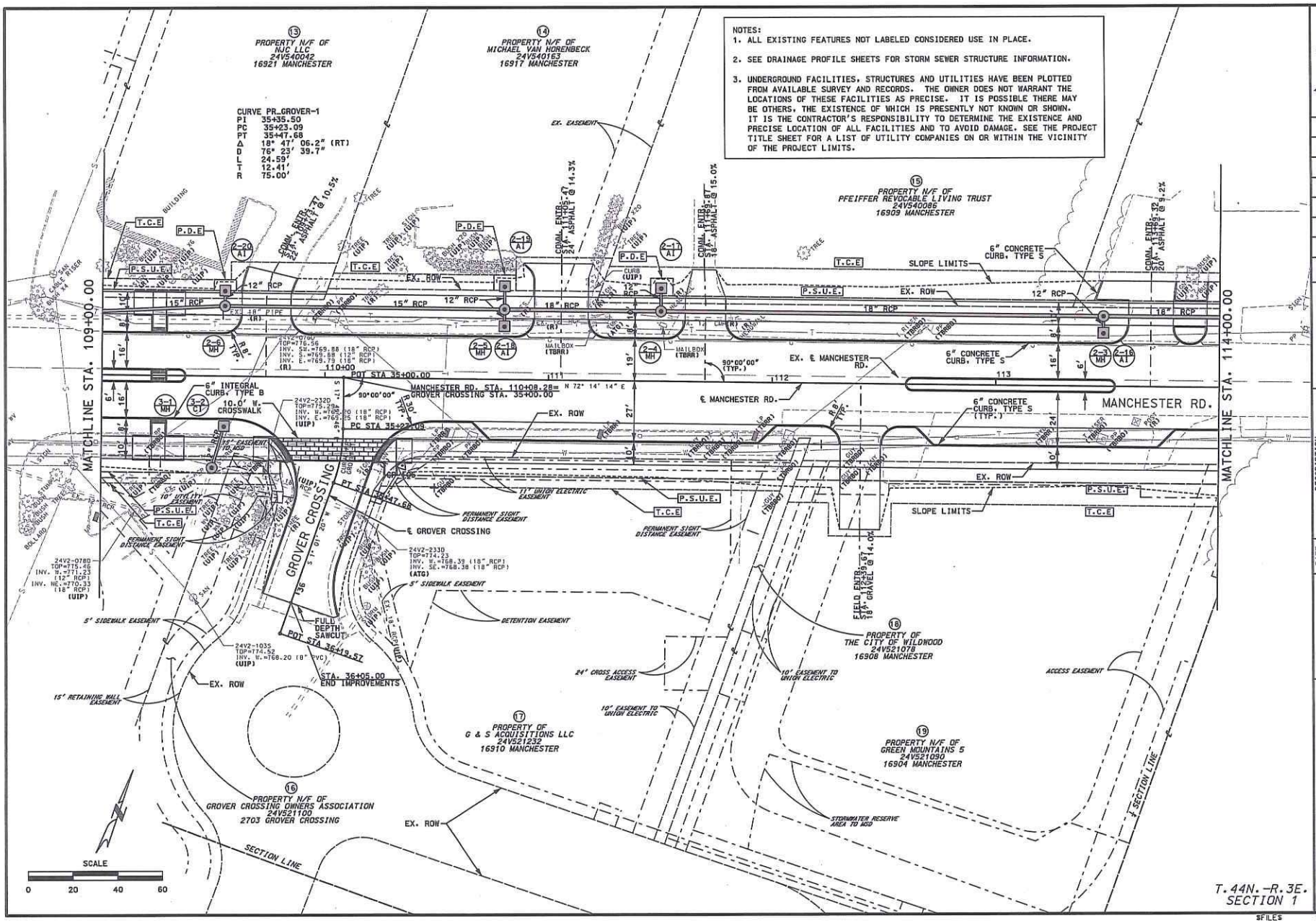
CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.5440

TWM
THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS ◆ SURVEYORS ◆ PLANNERS
ST. LOUIS OFFICE
730 OLIVE STREET, SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
FAX (636) 241-2391
stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS LICENSURE
MISSOURI PROFESSIONAL ENGR. CORP. NC 00139
MISSOURI LAND SURVEYING CORP. NC 00139

REV.

SFILES STIMES SDATES

NOTES:
1. ALL EXISTING FEATURES NOT LABELED CONSIDERED USE IN PLACE.
2. SEE DRAINAGE PROFILE SHEETS FOR STORM SEWER STRUCTURE INFORMATION.
3. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY AND RECORDS. THE OWNER DOES NOT WARRANT THE LOCATIONS OF THESE FACILITIES AS PRECISE. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND PRECISE LOCATION OF ALL FACILITIES AND TO AVOID DAMAGE. SEE THE PROJECT TITLE SHEET FOR A LIST OF UTILITY COMPANIES ON OR WITHIN THE VICINITY OF THE PROJECT LIMITS.



PRELIMINARY

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED	11/2015
ROUTE	STATE MO
DISTRICT	SHEET NO. 6
COUNTY	ST. LOUIS
JOB NO.	140229
PROJECT NAME	MANCHESTER
SHEET NAME	PN
SHEET	3 OF 7

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DATE	DESCRIPTION

CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16850 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 200A
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TEL (636) 241-6300
FAX (636) 241-2391
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PROFESSIONAL REGISTRATIONS LICENSE NO.
MISSOURI PROFESSIONAL ENGR. CORP. NC 001538
MISSOURI LAND SURVEYING CORP. NC 000316

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REV.

NOTES:
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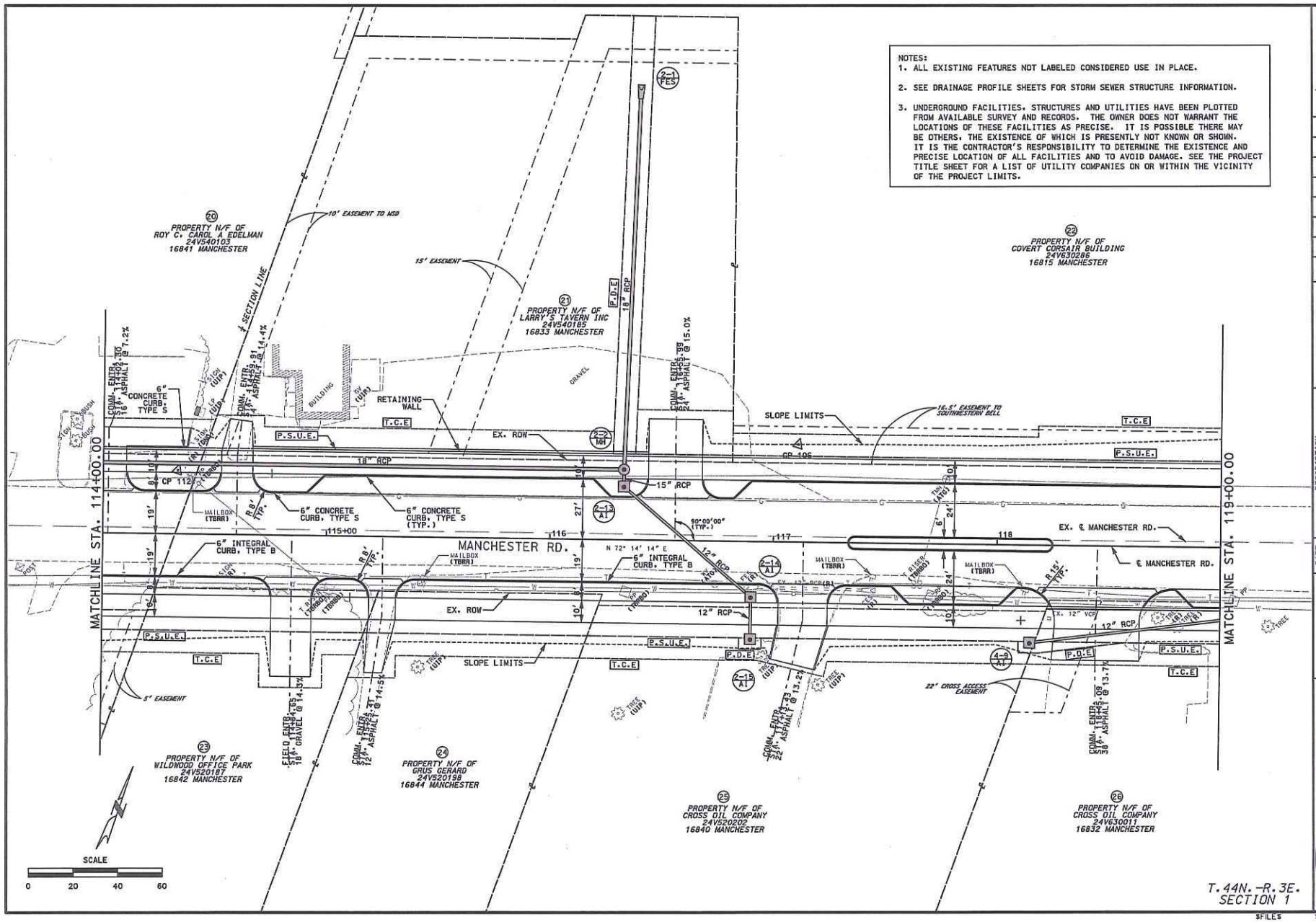

20 PROPERTY N/F OF ROY C. CAROL A EDELMAN 24V540103 16841 MANCHESTER

21 PROPERTY N/F OF LARRY'S TAVERN INC 24V540185 16833 MANCHESTER

22 PROPERTY N/F OF COVERT CORSAIR BUILDING 24V630286 16815 MANCHESTER

23 PROPERTY N/F OF WILDWOOD OFFICE PARK 24V520187 16842 MANCHESTER

24 PROPERTY N/F OF GRUS GERARD 24V520198 16844 MANCHESTER

25 PROPERTY N/F OF CROSS OIL COMPANY 24V520202 16840 MANCHESTER

26 PROPERTY N/F OF CROSS OIL COMPANY 24V630011 16832 MANCHESTER

T.44N.-R.3E.
SECTION 1

STATE OF MISSOURI
DANIEL S. GOFORTH
NUMBER PE2010019545
PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED	
11/2015	
ROUTE	STATE
.	MO
DISTRICT	SHEET NO.
.	7
COUNTY	
ST. LOUIS	
JOB NO.	
140229	
PROJECT NAME	
MANCHESTER	
SHEET NAME	
PN	
SHEET	
4 OF 7	

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DATE	DESCRIPTION
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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

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PROFESSIONAL REGISTRATIONS LICENSE NO.
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MISSOURI LAND SURVEYING CORP. MC 00034

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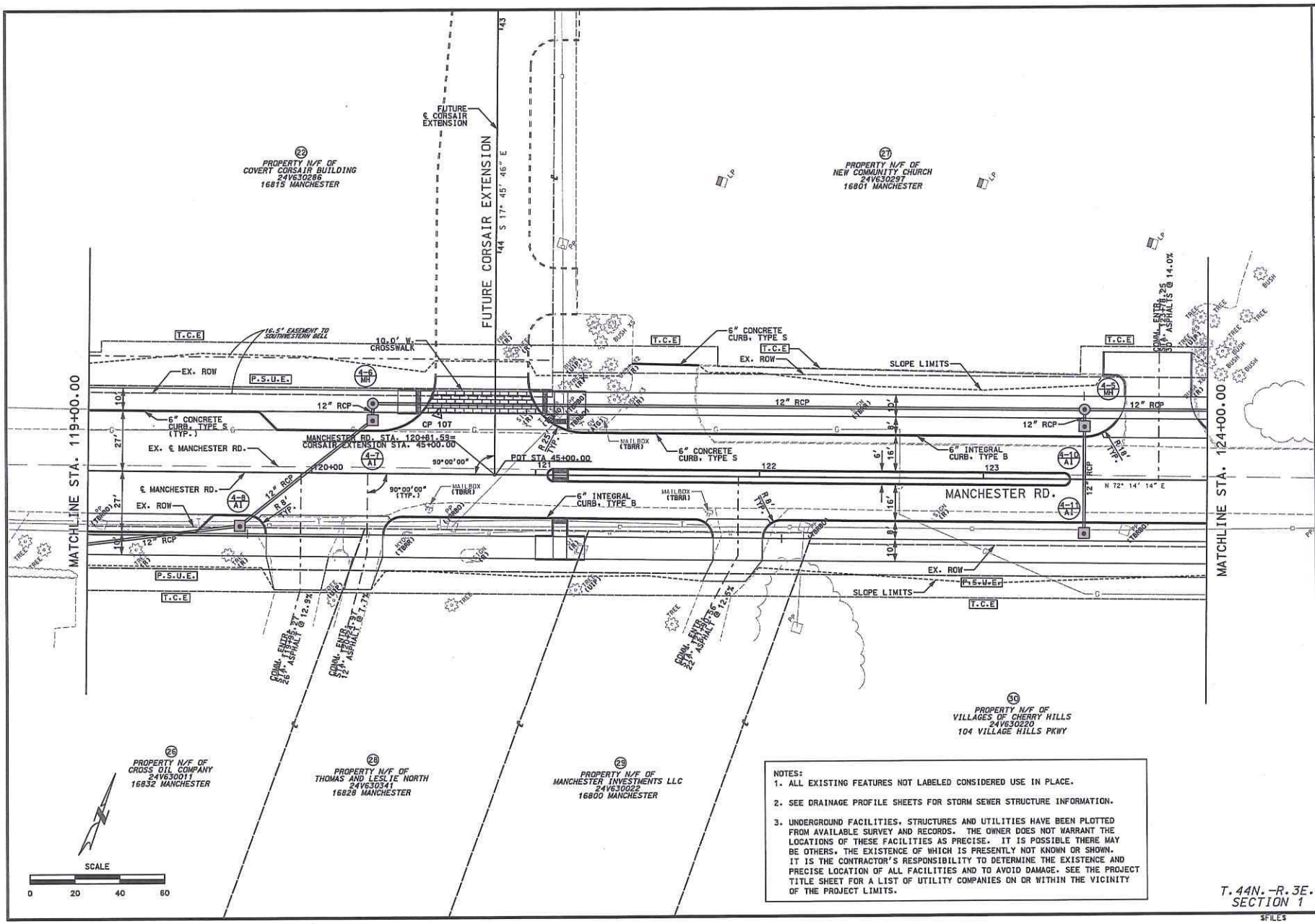
REV.
SFILES STIMES SDATES



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T.44N.-R.3E.
SECTION 1

STATE OF MISSOURI
DANIEL S. GOFORTH
NUMBER PE-2001001545
PROFESSIONAL ENGINEER
PRELIMINARY

DANIEL S. GOFORTH
CIVIL ENGINEER
2001001545

DATE PREPARED	11/2015
ROUTE	STATE MO
DISTRICT	SHEET NO. 8
COUNTY	ST. LOUIS
JOB NO.	140229
PROJECT NAME	MANCHESTER
SHEET NAME	PN
SHEET	5 OF 7

DISCLAIMER: 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, SPECIFICATION, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

DATE	DESCRIPTION

CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 200A
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PROFESSIONAL REGISTRATIONS LICENSE NO.
MISSOURI PROFESSIONAL ENGR. CORP. NC 00138
MISSOURI LAND SURVEYING CORP. NC 00346

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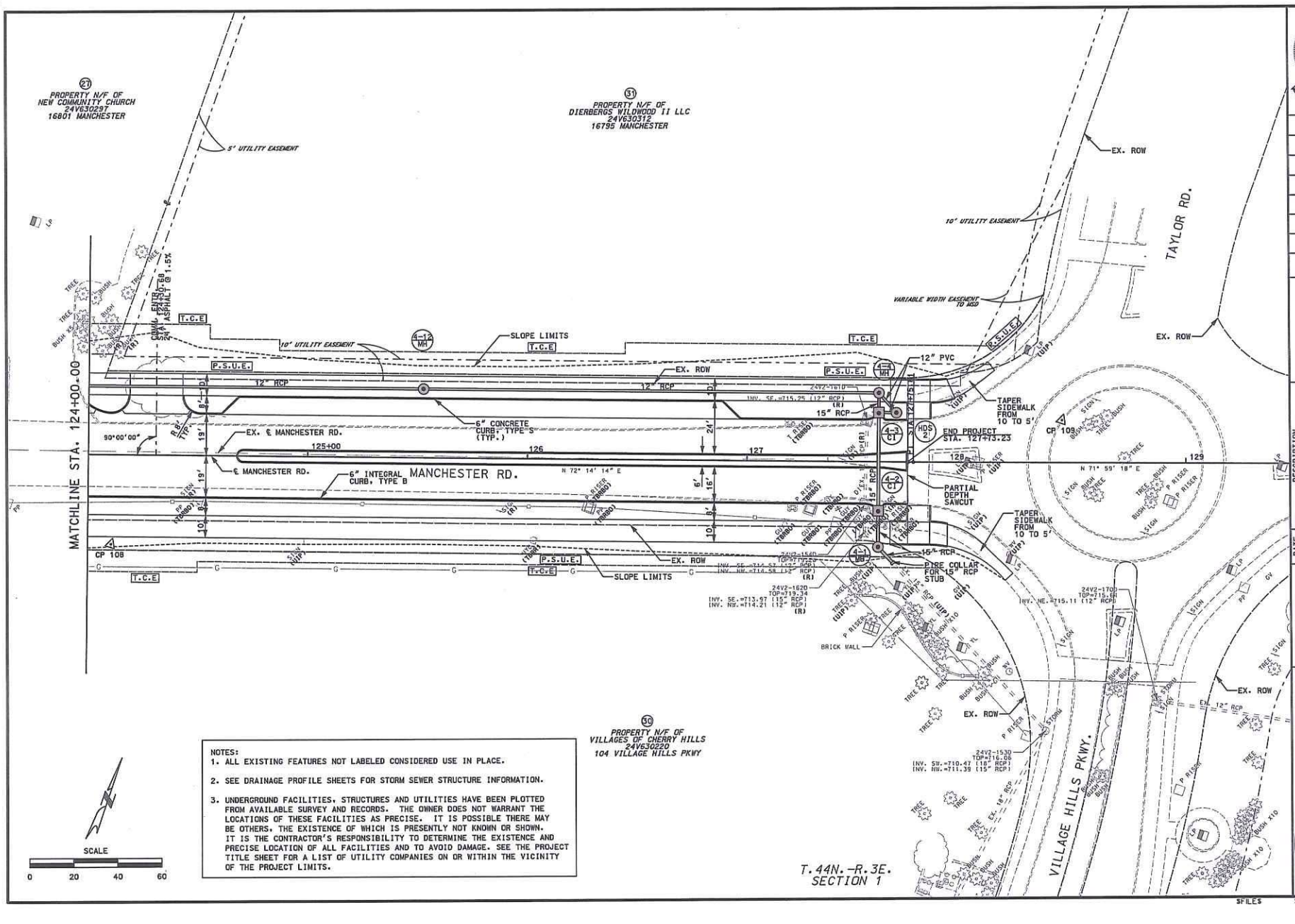
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

REV.
$FILES $TIMES $DATES



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PRELIMINARY

STATE OF MISSOURI DANIEL SCOTT GOFORTH NUMBER 2009009545 PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2009009545

DATE PREPARED 11/2015
ROUTE -
STATE MO
DISTRICT -
SHEET NO. 9
COUNTY ST. LOUIS
JOB NO. 140229
PROJECT NAME MANCHESTER
SHEET NAME PN
SHEET 6 OF 7

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
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stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS LICENSE NO
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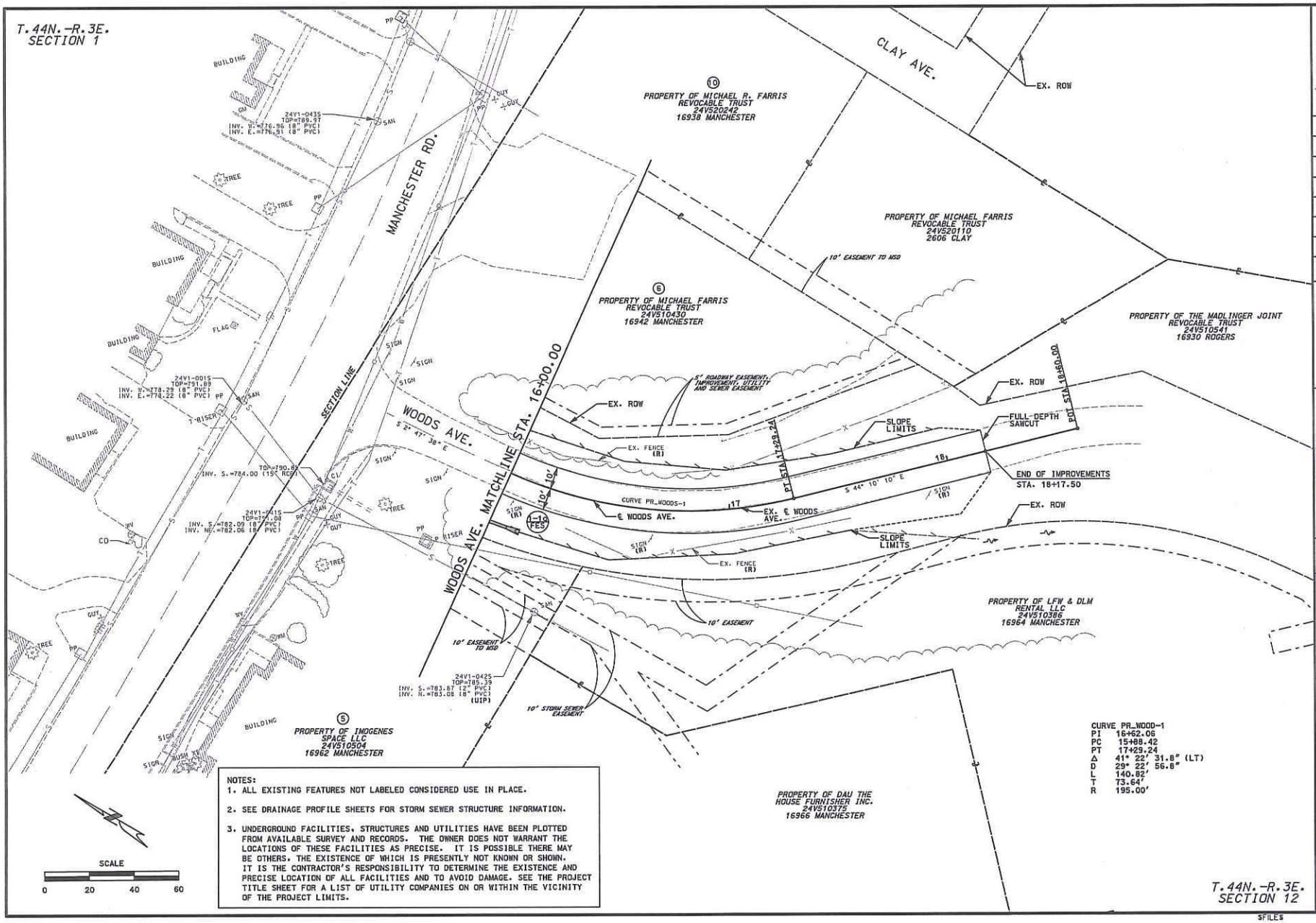
ENGINEERS ◆ SURVEYORS ◆ PLANNERS

REV. $FILES $TIMES $DATES



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STATE OF MISSOURI
DANIEL SCOTT GOFORTH
NUMBER PE-2009019545
PROFESSIONAL ENGINEER
DANIEL S. GOFORTH
CIVIL ENGINEER
2009019545

DATE PREPARED: 11/2015
ROUTE: -
STATE: MO
DISTRICT: -
SHEET NO.: 10
COUNTY: ST. LOUIS
JOB NO.: 140229
PROJECT NAME: MANCHESTER
SHEET NAME: PN
SHEET 7 OF 7

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 2004
ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
FAX (636) 241-2391
stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS LICENSE NO.
MISSOURI PROFESSIONAL ENGR. CORP. NE 00139
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THOUVENOT, WADE & MOERCHEN, INC.
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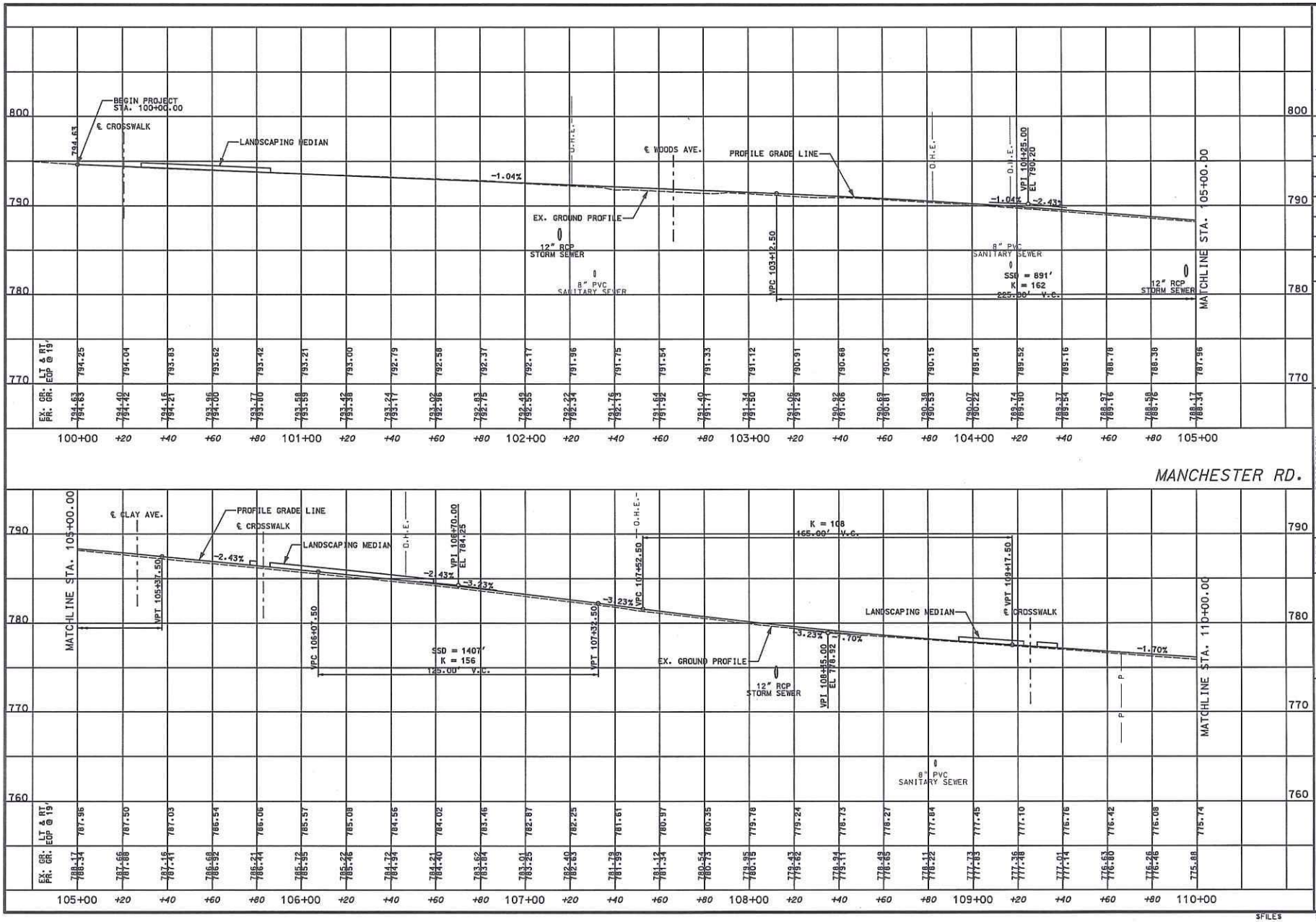
REV.
$FILES $TIMES $DATES



STATE OF MISSOURI
DANIEL SCOTT GOFORTH
NUMBER
PE-2010019545
PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED	11/2015
ROUTE	-
STATE	MO
DISTRICT	-
SHEET NO.	1-1
COUNTY	ST. LOUIS
JOB NO.	140229
PROJECT NAME	MANCHESTER
SHEET NAME	PR
SHEET	1 OF 4

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DATE	DESCRIPTION

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PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
720 OLIVE STREET, SUITE 200A
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FAX (636) 241-2391
stlouis@twm-inc.com

PROFESSIONAL REGISTRATIONS LICENSE NO.
MISSOURI PROFESSIONAL ENGR. CORP. NC 001318
MISSOURI LAND SURVEYING CORP. NC 003346

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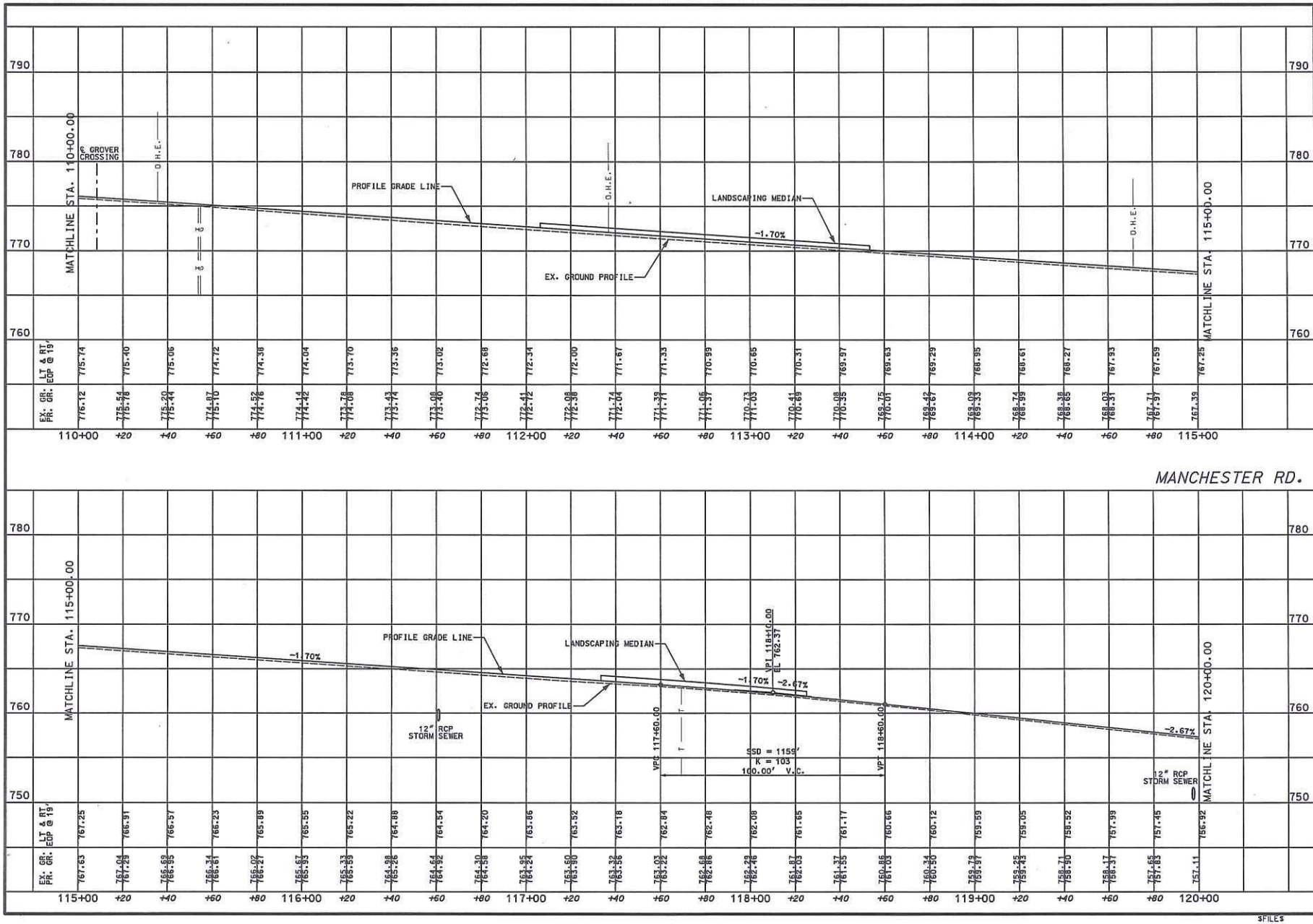
REV.

$FILE$ $TIME$ $DATE$



STATE OF MISSOURI
DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545
PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED	11/2015
ROUTE	-
STATE	MO
DISTRICT	-
SHEET NO.	12
COUNTY	ST. LOUIS
JOB NO.	140229
PROJECT NAME	MANCHESTER
SHEET NAME	PR
SHEET	2 OF 4

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63010
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stlouis@twm-inc.com
PROFESSIONAL REGISTRATIONS LICENSE NO.
MISSOURI PROFESSIONAL ENGR. CORP. NC 001326
MISSOURI LAND SURVEYING CORP. NC 000346

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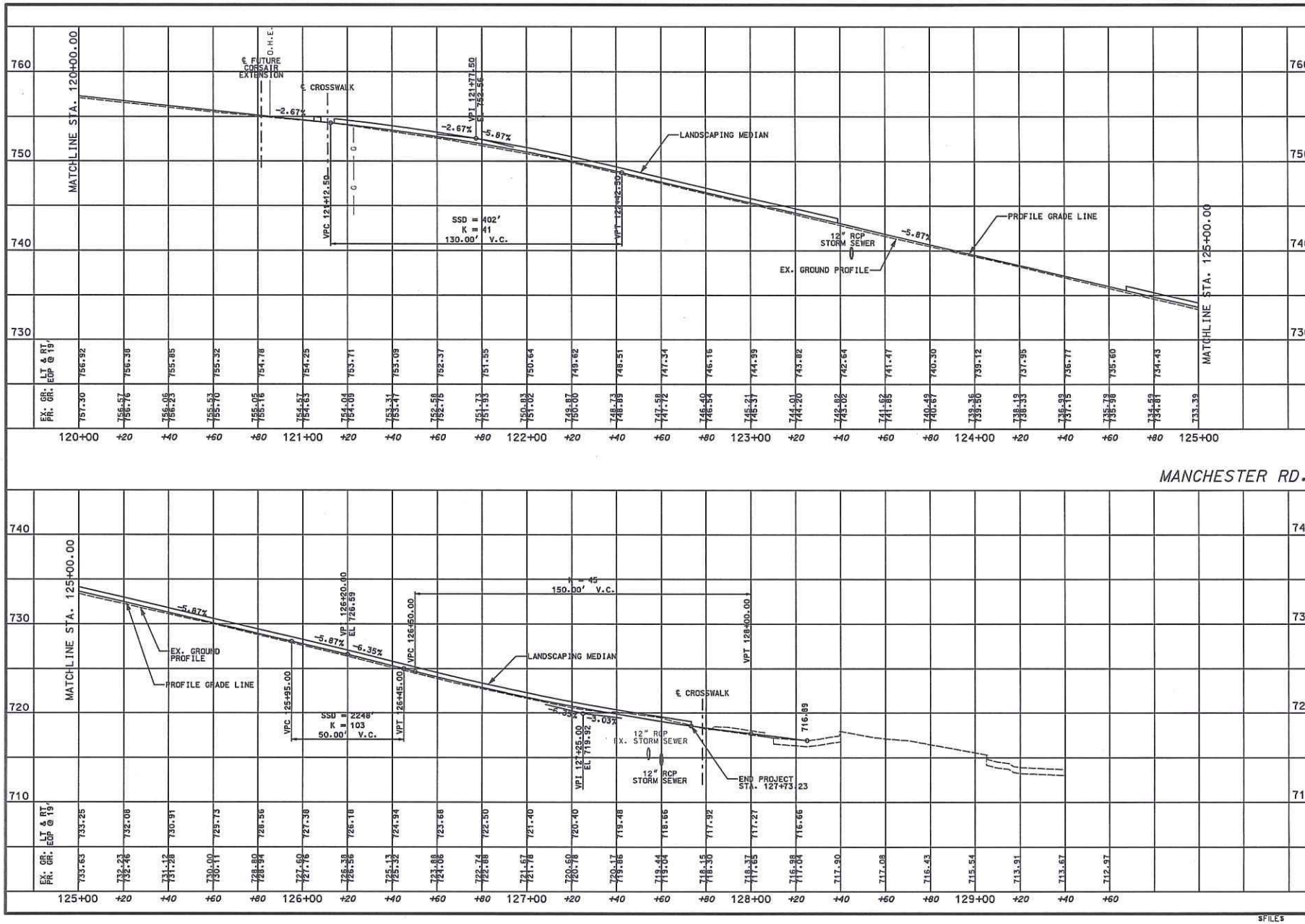
REV.

$FILES $TIMES $DATES



PRELIMINARY

STATE OF MISSOURI
DANIEL S. SCOTT GOFORTH
NUMBER PE-2010019545
PROFESSIONAL ENGINEER

DANIEL S. GOFORTH
CIVIL ENGINEER
2010019545

DATE PREPARED	11/2015
ROUTE	-
STATE	MO
DISTRICT	-
SHEET NO.	1-3
COUNTY	ST. LOUIS
JOB NO.	140229
PROJECT NAME	MANCHESTER
SHEET NAME	PR
SHEET	3 OF 4

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
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ST. LOUIS, MISSOURI 63101
TEL (636) 241-6300
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stlouis@twm-inc.com
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MISSOURI PROFESSIONAL ENGR. CORP. NC 00138
MISSOURI LAND SURVEYING CORP. NC 00316

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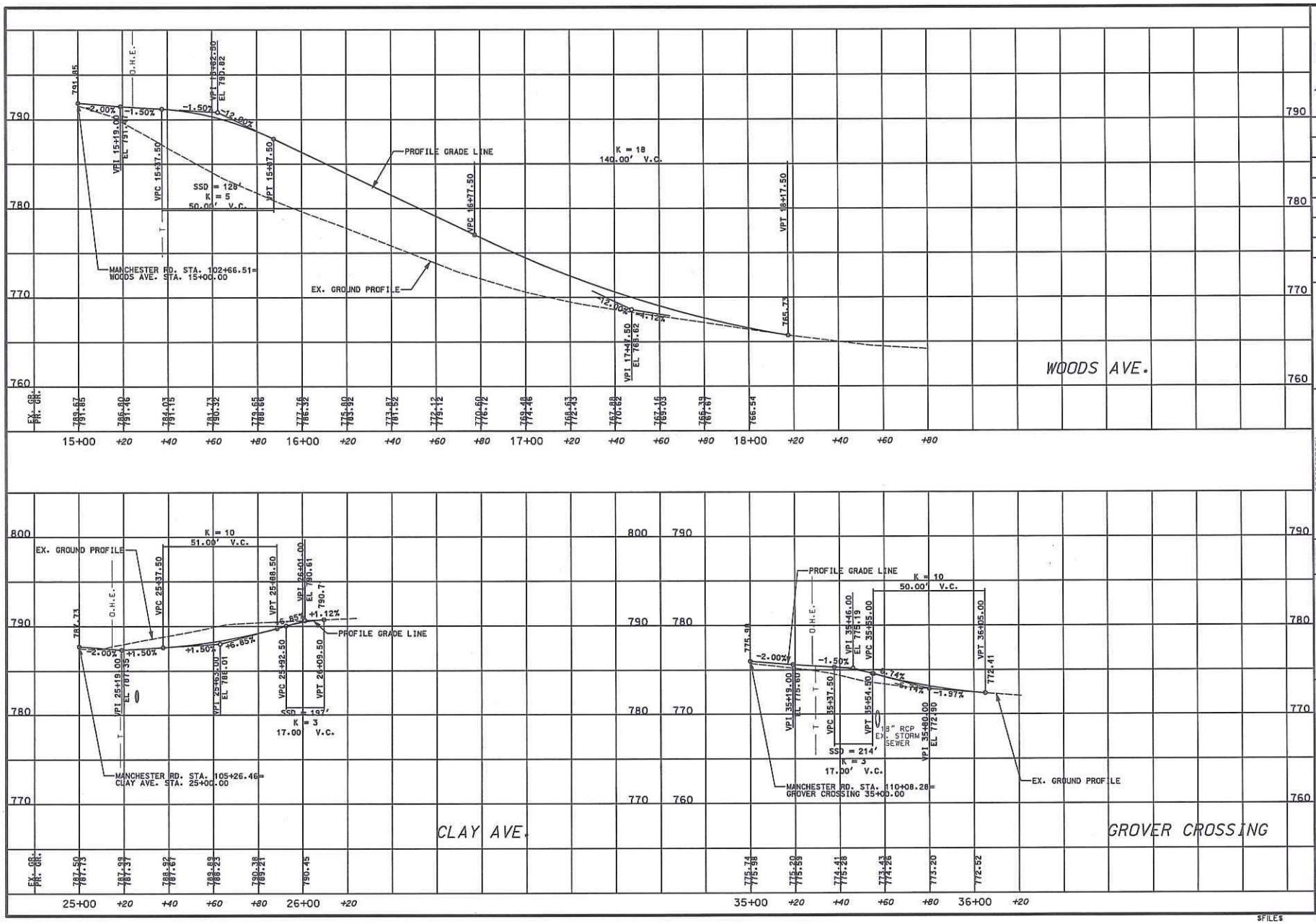
SFILES STIMES SDATES



DANIEL S. GOFORTH
STATE OF MISSOURI
NUMBER PE-2009035543
PROFESSIONAL ENGINEER

DANIEL S GOFORTH
CIVIL ENGINEER
2009035543

DATE PREPARED
11/2015

ROUTE	STATE
-	MO
DISTRICT	SHEET NO.
-	14

COUNTY
ST. LOUIS

JOB NO.
140229

PROJECT NAME
MANCHESTER

SHEET NAME
PR

SHEET
4 OF 4

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CITY OF WILDWOOD
PUBLIC WORKS DEPARTMENT
16860 MAIN STREET
WILDWOOD, MO 63040
636.458.0440

ST. LOUIS OFFICE
701 OLIVE STREET, SUITE 200A
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PROFESSIONAL REGISTRATIONS LICENSURE
MISSOURI PROFESSIONAL ENGR. CORP. NC 00138
MISSOURI LAND SURVEYING CORP. NC 00138

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERS • SURVEYORS • PLANNERS

REV.

$FILES $TIMES $DATES

WILDWOOD

February 22, 2016

Pursuant to Chapter 140, Section 140.050 of the Code of Ordinances of the City of Wildwood drafts and checks numbered 31513 through 31637 from the City of Wildwood Operating Account totaling $760,668.78 as listed on the attached pages have been approved by motion of the Council of the City of Wildwood.

_____
Mayor, City of Wildwood

ATTEST:

_____
City Clerk

VENDOR SET: 01 City of Wildwood
BANK: * ALL BANKS
DATE RANGE: 1/26/2016 THRU 2/22/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	2/09/2016			031541		
C-CHECK	VOID CHECK	V	2/22/2016			031612		
C-CHECK	VOID CHECK	V	2/22/2016			031613		
C-CHECK	VOID CHECK	V	2/22/2016			031614		
C-CHECK	VOID CHECK	V	2/22/2016			031615		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	5	VOID DEBITS 0.00			
		VOID CREDITS 0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	5	0.00	0.00	0.00
BANK: * TOTALS:	5	0.00	0.00	0.00

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE: 1/26/2016 THRU 2/22/2016

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001		ICMA							
	I-457201602030538	457 DEF COMP	D	2/05/2016			000000		
	10 2140	Plan 457 Withholding	457 DEF COMP		2,296.16				2,296.16
0001		ICMA							
	I-457201602170541	457 DEF COMP	D	2/19/2016			000000		
	10 2140	Plan 457 Withholding	457 DEF COMP		2,296.16				2,296.16
0946		EFTPS							
	I-T1 201602030538	FEDERAL WITHHOLDING	D	2/05/2016			000000		
	10 2120	Federal/FICA Withholding	FEDERAL WITHHOLDING		7,242.78				
	I-T3 201602030538	FICA CONTRIBUTIONS	D	2/05/2016			000000		
	10 2120	Federal/FICA Withholding	FICA CONTRIBUTIONS		4,087.00				
	10 5-10-120-00	FICA & Medicare	FICA CONTRIBUTIONS		898.40				
	10 5-20-120-00	FICA & Medicare	FICA CONTRIBUTIONS		439.25				
	10 5-30-120-00	FICA & Medicare	FICA CONTRIBUTIONS		429.35				
	10 5-40-120-00	FICA & Medicare	FICA CONTRIBUTIONS		352.59				
	10 5-50-120-00	FICA & Medicare	FICA CONTRIBUTIONS		1,152.93				
	10 5-70-120-00	FICA & Medicare	FICA CONTRIBUTIONS		814.48				
	I-T4 201602030538	MEDICARE CONTRIBUTIONS	D	2/05/2016			000000		
	10 2120	Federal/FICA Withholding	MEDICARE CONTRIBUTIO		955.83				
	10 5-10-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		210.10				
	10 5-20-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		102.73				
	10 5-30-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		100.41				
	10 5-40-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		82.46				
	10 5-50-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		269.64				
	10 5-70-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		190.49				17,328.44
0946		EFTPS							
	I-T1 201602170541	FEDERAL WITHHOLDING	D	2/19/2016			000000		
	10 2120	Federal/FICA Withholding	FEDERAL WITHHOLDING		6,987.04				
	I-T3 201602170541	FICA CONTRIBUTIONS	D	2/19/2016			000000		
	10 2120	Federal/FICA Withholding	FICA CONTRIBUTIONS		3,676.01				
	10 5-10-120-00	FICA & Medicare	FICA CONTRIBUTIONS		930.07				
	10 5-20-120-00	FICA & Medicare	FICA CONTRIBUTIONS		246.01				
	10 5-30-120-00	FICA & Medicare	FICA CONTRIBUTIONS		280.10				
	10 5-40-120-00	FICA & Medicare	FICA CONTRIBUTIONS		245.81				
	10 5-50-120-00	FICA & Medicare	FICA CONTRIBUTIONS		1,136.02				
	10 5-70-120-00	FICA & Medicare	FICA CONTRIBUTIONS		838.00				
	I-T4 201602170541	MEDICARE CONTRIBUTIONS	D	2/19/2016			000000		
	10 2120	Federal/FICA Withholding	MEDICARE CONTRIBUTIO		859.71				
	10 5-10-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		217.51				
	10 5-20-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		57.54				
	10 5-30-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		65.51				
	10 5-40-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		57.49				
	10 5-50-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		265.67				
	10 5-70-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		195.99				16,058.48

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2260		BAGSPOT							
	I-2125	Roll Bags	R	1/27/2016			031513		
	10 5-40-266-00	Supplies-General	Roll Bags		299.70				299.70
1788		BENEFLEX, INC.							
	I-94300	HRA & FSA Fees January 2016	R	1/27/2016			031514		
	10 5-10-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		34.50				
	10 5-20-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		15.00				
	10 5-30-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		15.00				
	10 5-40-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		4.50				
	10 5-50-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		60.00				
	10 5-70-140-00	Employee Benefits (125)	HRA & FSA Fees Janua		34.50				
	10 5-10-140-00	Employee Benefits (125)	HRA & FSA Renewal		550.00				713.50
2343		BIG RIVER RACE MANAGEMENT							
	I-1430	Frozen Feet Race Mgmt	R	1/27/2016			031515		
	10 5-40-350-00	Contractual Services	Frozen Feet Race Mgm		996.00				996.00
2389		JEFF & CATHY BRZEZINSKI							
	I-Garden A-13 Refund	Garden Refund A-13	R	1/27/2016			031516		
	20 2230	P & Z Escrow	Garden Refund A-13		25.00				25.00
1688		COLLECTOR OF REVENUE, GREGORY							
	I-T5 201509300516	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		54.76				
	I-T5 201510140518	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		54.76				
	I-T5 201510280522	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		54.76				
	I-T5 201511100523	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		56.04				
	I-T5 201511230524	COLLECTOR OF REVENUE, GREGORY	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	COLLECTOR OF REVENUE		62.08				
	I-T5 201512090526	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		66.60				
	I-T5 201512210528	CITY OF ST LOUIS EARNINGS TAX	R	1/27/2016			031517		
	10 2132	City of St. Louis Tax	CITY OF ST LOUIS EAR		61.20				410.20
0961		DELTA DENTAL OF MISSOURI							
	I-2016-2	February Dental Insurance	R	1/27/2016			031518		
	10 5-10-140-00	Employee Benefits (125)	February Dental Insu		556.75				
	10 5-20-140-00	Employee Benefits (125)	February Dental Insu		125.24				
	10 5-30-140-00	Employee Benefits (125)	February Dental Insu		187.86				
	10 5-40-140-00	Employee Benefits (125)	February Dental Insu		125.24				
	10 5-50-140-00	Employee Benefits (125)	February Dental Insu		888.37				
	10 5-70-140-00	Employee Benefits (125)	February Dental Insu		633.60				2,517.06

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2019		GENERAL CODE LLC							
	I-BILL00019909	Codification	R	1/27/2016			031519		
	10 5-20-330-00	Codification Costs	Codification		108.00				108.00
2382		KEYSTONE STAFFING RESOURCES							
	I-215148	Temp Week End 1/17/16	R	1/27/2016			031520		
	10 5-10-350-00	Contractual Services	Temp Week End 1/17/1		577.50				
	I-215225	Temp Week End 1/24/16	R	1/27/2016			031520		
	10 5-10-350-00	Contractual Services	Temp Week End 1/24/1		577.50				1,155.00
1521		MISSOURI DEPARTMENT OF REVENUE							
	I-48719	Sales Tax Report	R	1/27/2016			031521		
	10 5-10-246-00	Publications	Sales Tax Report		35.00				35.00
0875		MO DEPT OF REVENUE							
	C-T2 201512100527	STATE WITHHOLDING	R	1/27/2016			031522		
	10 2130	State Withholding	STATE WITHHOLDING		10.00CR				
	I-T2 201512090526	STATE WITHHOLDING	R	1/27/2016			031522		
	10 2130	State Withholding	STATE WITHHOLDING		2,331.85				
	I-T2 201512210528	STATE WITHHOLDING	R	1/27/2016			031522		
	10 2130	State Withholding	STATE WITHHOLDING		2,187.26				4,509.11
2387		ANN PHILIPH							
	I-Garden B-5	Garden Escrow Refund B-5	R	1/27/2016			031523		
	20 2230	P & Z Escrow	Garden Escrow Refund		25.00				25.00
0038		RICOH USA, INC.							
	I-96176325	Copier Rental	R	1/27/2016			031524		
	10 5-10-208-00	Equipment Leasing	Copier Rental		825.14				
	10 5-50-208-00	Equipment Leasing	Copier Rental		906.93				
	10 5-70-208-00	Equipment Leasing	Copier Rental		906.93				2,639.00
1864		SAM'S CLUB #6252-CHESTERFIELD							
	I-2016	Membership (2)	R	1/27/2016			031525		
	10 5-10-204-00	Dues/Memberships	Membership (2)		90.00				90.00
0869		STAPLES BUSINESS ADVANTAGE							
	I-8037655096	Office Supplies	R	1/27/2016			031526		
	10 5-10-268-00	Supplies-Office	Office Supplies		374.93				
	10 5-10-266-00	Supplies-General	Office Supplies		39.62				
	10 5-50-268-00	Supplies-Office	Office Supplies		119.77				534.32
2388		MELBA TALBOTT							
	I-Garden E-14	Garden Escrow Refund E-14	R	1/27/2016			031527		
	20 2230	P & Z Escrow	Garden Escrow Refund		25.00				25.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0704	UNITED HEALTHCARE INSURANCE CO							
I-C0039663977	February Health Insurance	R	1/27/2016			031528		
10 5-10-140-00	Employee Benefits (125)	February Health Insu		5,956.40				
10 5-20-140-00	Employee Benefits (125)	February Health Insu		855.59				
10 5-30-140-00	Employee Benefits (125)	February Health Insu		2,178.93				
10 5-40-140-00	Employee Benefits (125)	February Health Insu		2,001.20				
10 5-50-140-00	Employee Benefits (125)	February Health Insu		6,891.90				
10 5-70-140-00	Employee Benefits (125)	February Health Insu		7,341.58				
10 2050	Employee W/holding Payable	February Health Insu		71.99				25,297.59
0874	BLUE CHIP EXTERMINATING, INC.							
I-9118200	Pest Control at City Hall	R	1/27/2016			031529		
10 5-10-220-00	Maintenance-Building	Pest Control at City		86.00				86.00
0898	MISSOURI LAWYERS MEDIA							
I-742557923	Public Hearing Notice	R	1/27/2016			031530		
10 5-50-244-00	Public Notices	Public Hearing Notic		109.04				109.04
0334	AFLAC							
I-664552	Voluntary Insurance	R	2/09/2016			031531		
10 2050	Employee W/holding Payable	Voluntary Insurance		450.04				450.04
1435	ARAMARK REFRESHMENT SERVICES							
I-5768140	Coffee	R	2/09/2016			031532		
10 5-10-266-00	Supplies-General	Coffee		359.81				
I-9159528	Water Filter	R	2/09/2016			031532		
10 5-10-266-00	Supplies-General	Water Filter		75.98				
I-9159551	Water Filter	R	2/09/2016			031532		
10 5-10-266-00	Supplies-General	Water Filter		75.98				511.77
2106	ARAMARK UNIFORM SERVICES, INC.							
I-452-0703370	Mat Cleaning	R	2/09/2016			031533		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		131.91				
I-452-0728561	Mat Cleaning	R	2/09/2016			031533		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		165.82				297.73
1609	AT&T MOBILITY							
I-01282016	Parks Signs	R	2/09/2016			031534		
10 5-40-282-00	Utilities-Telephone	Parks Signs		131.52				131.52
1525	BABALOO MUSIC AND FUN							
I-2613	Performance by Babaloo	R	2/09/2016			031535		
10 5-40-350-00	Contractual Services	Performance by Babal		1,100.00				1,100.00

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2390		BELLON SALVAGE AND REHABBING C							
	I-SUP 15-110	Release SUP 15-110	R	2/09/2016			031536		
	20 2230	P & Z Escrow	Release SUP 15-110		500.00				500.00
0874		BLUE CHIP EXTERMINATING, INC.							
	I-9117355	Exterminating Service	R	2/09/2016			031537		
	10 5-40-350-01	Park Maintenance	Exterminating Servic		52.00				52.00
0592		BRANSON ELECTRIC							
	I-87827	Monument Serv Panel Board Rpl	R	2/09/2016			031538		
	20 2250	Infrastructure Escrow	Monument Serv Panel		1,151.00				1,151.00
0865		CHARTER COMMUNICATIONS							
	I-2/21/16	Internet/Business TV	R	2/09/2016			031539		
	10 5-60-285-00	Utilities - Cable TV	Business TV		66.98				
	10 5-10-250-00	Internet Connection	Business TV		180.47				247.45
0423		COMMERCE BANK							
	I-00012	ECRP Food	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	ECRP Food		382.69				
	I-128009	AbraKidAbra Deposit	R	2/09/2016			031540		
	10 5-40-350-00	Contractual Services	AbraKidAbra Deposit		350.00				
	I-180925	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		108.66				
	I-210770	Wireless Keyboard/Mouse	R	2/09/2016			031540		
	10 5-40-293-00	Computer System Under $5K	Wireless Keyboard/Mo		75.98				
	I-215786	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		46.53				
	I-220748	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		15.84				
	I-350478	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		31.68				
	I-400840	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		41.70				
	I-451306	Staff Meeting	R	2/09/2016			031540		
	10 5-10-264-00	Meetings & Special Events	Staff Meeting		117.00				
	I-451405	Dropbox Upgrade	R	2/09/2016			031540		
	10 5-20-230-00	Miscellaneous	Dropbox Upgrade		99.00				
	I-520113	Linked-In Monthly Fee	R	2/09/2016			031540		
	10 5-10-201-00	Community Relations	Linked-In Monthly Fe		59.99				
	I-700094	Frozen Feet Supplies	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Supplies		209.86				
	I-729368	Docking Station - Brown	R	2/09/2016			031540		
	10 5-70-293-00	Computer System Under $5K	Docking Station - Br		131.31				
	I-786055	Supplies	R	2/09/2016			031540		
	10 5-40-230-00	Miscellaneous	Supplies		29.96				
	I-800011	Frozen Feet Pizza	R	2/09/2016			031540		
	10 5-40-269-00	Supplies - Recreation	Frozen Feet Pizza		1,187.09				
	I-803968	Adobe Monthly Fee	R	2/09/2016			031540		

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0423		COMMERCE BANK CONT							
	I-803968	Adobe Monthly Fee	R	2/09/2016			031540		
	10 5-50-293-00	Computer System Under $5K	Adobe Monthly Fee		99.98				
	I-811079	Outdoor Industry Membership	R	2/09/2016			031540		
	10 5-10-204-00	Dues/Memberships	Outdoor Industry Mem		600.00				
	I-838037	Card Stock - Master Plan Mail	R	2/09/2016			031540		
	10 5-50-268-00	Supplies-Office	Card Stock - Master		251.86				
	I-838110	Card Stock - Master Plan Mail	R	2/09/2016			031540		
	10 5-50-268-00	Supplies-Office	Card Stock - Master		197.89				
	I-840661	Facebook Ads	R	2/09/2016			031540		
	10 5-10-201-00	Community Relations	Facebook Ads		50.01				
	I-849352	Marketing - City	R	2/09/2016			031540		
	10 5-10-201-00	Community Relations	Marketing - City		23.68				
	I-972626	Basecamp Monthly Fee	R	2/09/2016			031540		
	10 5-50-350-00	Contractual Services	Basecamp Monthly Fee		50.00				4,160.71
0743		DATAMAX OFFICE SYSTEMS							
	I-1084204	Copier Base Rate	R	2/09/2016			031542		
	10 5-10-262-00	Service Contracts/Rental	Copier Base Rate		104.00				104.00
1194		DOGWOOD PROMOTIONS, INC.							
	I-5971	Awards for Frozen Feet	R	2/09/2016			031543		
	10 5-40-269-00	Supplies - Recreation	Awards for Frozen Fe		2,385.60				2,385.60
1672		FIDLAR TECHNOLOGIES INC.							
	I-0446028-IN	Larado Usage - Jan	R	2/09/2016			031544		
	10 5-50-350-00	Contractual Services	Larado Usage - Jan		100.00				100.00
2382		KEYSTONE STAFFING RESOURCES							
	I-215309	Temp Receptionist	R	2/09/2016			031545		
	10 5-10-350-00	Contractual Services	Temp Receptionist		231.00				231.00
1793		LIBERTY OFFICE PRODUCTS							
	I-464564	Office Supplies	R	2/09/2016			031546		
	10 5-30-268-00	Supplies-Office	Office Supplies		23.08				
	10 5-10-268-00	Supplies-Office	Office Supplies		127.08				
	I-465680	Folders - Community Garden	R	2/09/2016			031546		
	10 5-40-739-00	Community Garden	Folders - Community		102.25				252.41
2391		RON MATTHEWS							
	I-2/2/16	Knoll Hollow Survey Mon by DES	R	2/09/2016			031547		
	20 2260	Subdivision Escrows	Knoll Hollow Survey		385.00				385.00

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1092		MERIDIAN WASTE SERVICES							
	I-61R67167	18538 Hardt Rd 20Y Rolloff	R	2/09/2016			031548		
	10 5-40-208-00	Equipment Leasing	18538 Hardt Rd 20Y R		321.20				321.20
0875		MO DEPT OF REVENUE							
	I-January 2016	Crime Victims Comp Fund	R	2/09/2016			031549		
	10 2212	Due to State of Missouri	Crime Victims Comp F		2,563.92				2,563.92
1315		MORRISON LAW FIRM							
	I-2010580	Strecker Forest	R	2/09/2016			031550		
	10 5-10-315-00	Litigation Contingencies	Strecker Forest		1,184.00				1,184.00
1536		MUTUAL OF OMAHA							
	I-000472260660	Life and Disability	R	2/09/2016			031551		
	10 5-10-142-00	Insurance (Life & Disability)	Life and Disability		227.59				
	10 5-20-142-00	Insurance (Life & Disability)	Life and Disability		92.62				
	10 5-30-142-00	Insurance (Life & Disability)	Life and Disability		88.88				
	10 5-40-142-00	Insurance (Life & Disability)	Life and Disability		58.44				
	10 5-50-142-00	Insurance (Life & Disability)	Life and Disability		451.97				
	10 5-70-142-00	Insurance (Life & Disability)	Life and Disability		220.08				
	10 2050	Employee W/holding Payable	Life and Disability		507.61				1,647.19
0578		PILLSBURY MARKETING							
	I-54985	300 Beanies	R	2/09/2016			031552		
	10 5-40-269-00	Supplies - Recreation	300 Beanies		1,715.68				
	I-54999	Sweat Shirts for Event	R	2/09/2016			031552		
	10 5-40-269-00	Supplies - Recreation	Sweat Shirts for Eve		11,715.72				13,431.40
1347		POE							
	I-74063	Beldner Work Station	R	2/09/2016			031553		
	10 5-10-292-00	Furniture/Fixtures Under $5K	Beldner Work Station		2,844.43				2,844.43
2181		PRECISION HEALTH GROUP							
	I-2/8/15	Reimb. Damaged Microphone	R	2/09/2016			031554		
	10 5-40-266-00	Supplies-General	Reimb. Damaged Micro		349.95				349.95
0049		REJIS COMMISSION							
	I-INV0046139	Land Database/Sub Escrow	R	2/09/2016			031555		
	10 5-50-250-00	Internet Connection	Land Database/Sub Es		22.50				
	10 5-50-350-00	Contractual Services	Land Database/Sub Es		750.00				772.50
1837		ROCKWOOD SCHOOL DISTRICT							
	I-7398	Tree Hugger 5K	R	2/09/2016			031556		
	10 5-40-350-00	Contractual Services	Tree Hugger 5K		190.00				190.00

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0090		SAM'S CLUB/GECRB							
	I-003507	Items for Frozen Feet Run	R	2/09/2016			031557		
	10 5-40-269-00	Supplies - Recreation	Items for Frozen Fee		299.12				299.12
0268		SLACMA							
	I-2016	Annual Dues-Thomas	R	2/09/2016			031558		
	10 5-10-204-00	Dues/Memberships	Annual Dues-Thomas		50.00				50.00
0468		ST LOUIS COUNTY TREASURER							
	I-81776	Water Testing	R	2/09/2016			031559		
	10 5-50-350-00	Contractual Services	Water Testing		60.00				60.00
0987		ST. LOUIS COUNTY TREASURER							
	I-January 2016-1	STL County PD	R	2/09/2016			031560		
	10 2216	Due to STL County - County PD	STL County PD		160.00				
	I-January 2016-2	STL County Justice Services	R	2/09/2016			031560		
	10 2215	Due to STL County DWI JS	STL County Justice S		140.00				300.00
0869		STAPLES BUSINESS ADVANTAGE							
	I-8037746357	Office Supplies	R	2/09/2016			031561		
	10 5-10-268-00	Supplies-Office	Office Supplies		273.51				
	10 5-50-268-00	Supplies-Office	Office Supplies		41.64				315.15
2251		COURTNEY TALLMAN, CSR, RPR							
	I-1/22/16	BOA Meeting Reporter	R	2/09/2016			031562		
	10 5-50-350-00	Contractual Services	BOA Meeting Reporter		133.75				133.75
1771		THROTTLENET INC.							
	I-51572	Network Mgmt/Cloud/Backup	R	2/09/2016			031563		
	10 5-10-350-00	Contractual Services	Network Mgmt/Cloud/B		5,254.00				5,254.00
0684		TREASURER- ST LOUIS COUNTY							
	I-January 2016	Domestic Violence Fund	R	2/09/2016			031564		
	10 2214	Due to St. Louis County	Domestic Violence Fu		719.19				719.19
0876		TREASURER- STATE OF MO							
	I-January 2016	Peace Officer Training Fund	R	2/09/2016			031565		
	10 2212	Due to State of Missouri	Peace Officer Traini		359.59				359.59
0658		VERIZON WIRELESS							
	I-9758660554	Cell Phones	R	2/09/2016			031566		
	10 5-10-282-00	Utilities-Telephone	Cell Phones		53.05				
	10 5-20-282-00	Utilities-Telephone	Cell Phones		106.10				
	10 5-30-282-00	Utilities-Telephone	Cell Phones		53.05				
	10 5-40-282-00	Utilities-Telephone	Cell Phones		214.84				
	10 5-50-282-00	Utilities-Telephone	Cell Phones		377.70				
	10 5-70-282-00	Utilities-Telephone	Cell Phones		204.42				1,009.16

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1322		VOICEPRO, INC.							
	I-11647	Extension Programming	R	2/09/2016			031567		
	10 5-10-282-00	Utilities-Telephone	Extension Programmin		173.25				
	I-11872	Phone Programming	R	2/09/2016			031567		
	10 5-10-282-00	Utilities-Telephone	Phone Programming		335.00				508.25
0539		WINDSTREAM							
	I-15110334	Phone Service	R	2/09/2016			031568		
	10 5-10-282-00	Utilities-Telephone	Phone Service		188.37				
	10 5-20-282-00	Utilities-Telephone	Phone Service		57.66				
	10 5-30-282-00	Utilities-Telephone	Phone Service		57.66				
	10 5-40-282-00	Utilities-Telephone	Phone Service		76.88				
	10 5-50-282-00	Utilities-Telephone	Phone Service		249.85				
	10 5-70-282-00	Utilities-Telephone	Phone Service		153.72				784.14
1999		A-B CONTRACTING							
	I-SUP 15-128	Release SUP 15-128	R	2/12/2016			031569		
	20 2230	P & Z Escrow	Release SUP 15-128		500.00				500.00
2106		ARAMARK UNIFORM SERVICES, INC.							
	I-452-0760369	Mat Cleaning	R	2/12/2016			031570		
	10 5-10-220-00	Maintenance-Building	Mat Cleaning		198.61				198.61
1196		ARBOR DAY FOUNDATION							
	I-2016	Annual Membership	R	2/12/2016			031571		
	10 5-50-204-00	Dues/Memberships	Annual Membership		15.00				15.00
0073		CHESTERFIELD MINUTEMAN							
	I-35677	Business Cards - Maher	R	2/12/2016			031572		
	10 5-70-242-00	Printing Expense	Business Cards - Mah		73.00				73.00
0064		THE CLOWNS LLC							
	I-8/27/16	Face Painters for Event	R	2/12/2016			031573		
	10 5-40-715-00	Founders Day	Face Painters Deposi		440.00				440.00
2382		KEYSTONE STAFFING RESOURCES							
	I-215405	Temp Receptionist	R	2/12/2016			031574		
	10 5-10-350-00	Contractual Services	Temp Receptionist		681.45				681.45
0077		KWIK COURIER SYSTEMS							
	I-January 2016	Courier Service	R	2/12/2016			031575		
	10 5-10-230-00	Miscellaneous	Courier Service		52.40				
	10 5-20-230-00	Miscellaneous	Courier Service		70.00				
	10 5-50-230-00	Miscellaneous	Courier Service		105.00				227.40

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2392		ALAN LADIS							
	I-SUP 15-129	Release SUP 15-129	R	2/12/2016			031576		
	20 2230	P & Z Escrow	Release SUP 15-129		500.00				500.00
1793		LIBERTY OFFICE PRODUCTS							
	I-467920	Office Supplies	R	2/12/2016			031577		
	10 5-10-268-00	Supplies-Office	Office Supplies		224.17				224.17
2393		LOCHMUELLER GROUP							
	I-903268	On-Call Traffic Eng Serv	R	2/12/2016			031578		
	10 5-50-350-00	Contractual Services	On-Call Traffic Eng		990.00				990.00
1092		MERIDIAN WASTE SERVICES							
	I-61Q00213	16511 Clayton 20Y Rolloff	R	2/12/2016			031579		
	10 5-50-263-00	Abatements	16511 Clayton 20Y Ro		177.12				
	I-61Q00214	Flood 101 Grand Rolloff	R	2/12/2016			031579		
	10 5-50-263-00	Abatements	101 Grand Rolloff		284.96				462.08
0875		MO DEPT OF REVENUE							
	I-T2 201601060529	STATE WITHHOLDING	R	2/12/2016			031580		
	10 2130	State Withholding	STATE WITHHOLDING		2,137.14				
	I-T2 201601200530	STATE WITHHOLDING	R	2/12/2016			031580		
	10 2130	State Withholding	STATE WITHHOLDING		2,297.53				
	I-T2 201601200532	STATE WITHHOLDING	R	2/12/2016			031580		
	10 2130	State Withholding	STATE WITHHOLDING		202.00				4,636.67
0578		PILLSBURY MARKETING							
	I-54995	WW Apparel	R	2/12/2016			031581		
	10 5-50-266-00	Supplies-General	WW Gear		758.45				758.45
2394		PORTLAND COVE SUBDIVISION							
	I-2/10/16	Refund Room Deposit	R	2/12/2016			031582		
	10 4-07-980-00	Other Income	Refund Room Deposit		50.00				50.00
0068		POSTMASTER							
	I-2/12/16	Postage for Gazette	R	2/12/2016			031583		
	10 5-10-345-00	City Newsletter	Postage for Gazette		5,401.54				5,401.54
0049		REJIS COMMISSION							
	I-INV0046140	Sub Fee/Access/Firewall	R	2/12/2016			031584		
	10 5-30-250-00	Internet Connection	Sub Fee/Access/Firew		247.01				247.01
1470		SESAC, INC.							
	I-2016	Music License	R	2/12/2016			031585		
	10 5-40-350-00	Contractual Services	Music License		755.00				755.00

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2220		SHRED-IT US JV LLC							
	I-062816007	Document Destruction	R	2/12/2016			031586		
	10 5-30-230-00	Miscellaneous	Document Destruction		65.00				65.00
0853		ST LOUIS COUNTY TREASURER							
	I-82178	Prisoner Holdover	R	2/12/2016			031587		
	10 5-30-243-00	Prisoner Expense	Prisoner Holdover		270.00				270.00
2395		ACCORD BUILDING SERVICES							
	I-11110	Floor Service	R	2/17/2016			031588		
	10 5-10-220-00	Maintenance-Building	Floor Service		1,825.00				1,825.00
2397		ASSOCIATION OF STATE DAM SAFET							
	I-2016	Membership Renewal - Brown	R	2/17/2016			031589		
	10 5-70-204-00	Dues/Memberships	Membership Renewal -		50.00				50.00
0445		THE DESIGNERY SHOP							
	I-15319	Signs	R	2/17/2016			031590		
	17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	Stop Sign Baffles		1,350.00				
	I-15439	Signs	R	2/17/2016			031590		
	17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	Bluff View Sign		3,890.00				5,240.00
0019		EXXONMOBIL BUSINESS							
	I-583602	Vehicle Fuel	R	2/17/2016			031591		
	10 5-40-224-00	Maintenance-Vehicles	Vehicle Fuel		20.74				
	10 5-50-224-00	Maintenance-Vehicles	Vehicle Fuel		227.94				
	10 5-70-224-00	Maintenance-Vehicles	Vehicle Fuel		249.48				498.16
2396		GEN DEL							
	I-156487	Schedules & Invitations	R	2/17/2016			031592		
	10 5-40-242-00	Printing	Schedules & Invitati		827.00				827.00
2382		KEYSTONE STAFFING RESOURCES							
	I-215497	Temp Receptionist	R	2/17/2016			031593		
	10 5-10-350-00	Contractual Services	Temp Receptionist		519.75				519.75
1793		LIBERTY OFFICE PRODUCTS							
	I-468519	Office Supplies	R	2/17/2016			031594		
	10 5-50-268-00	Supplies-Office	Office Supplies		2.41				
	10 5-10-268-00	Supplies-Office	Office Supplies		226.84				229.25
0898		MISSOURI LAWYERS MEDIA							
	I-742456464	Public Hearing Notice	R	2/17/2016			031595		
	10 5-50-244-00	Public Notices	Public Hearing Notic		264.48				
	I-742473016	Public Hearing Notice	R	2/17/2016			031595		
	10 5-50-244-00	Public Notices	Public Hearing Notic		78.88				
	I-742591438	Public Hearing Notice	R	2/17/2016			031595		
	10 5-20-244-00	Public Notices	Public Hearing Notic		85.84				429.20

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0578		PILLSBURY MARKETING							
	I-54997	Wildwood Wear	R	2/17/2016			031596		
	10 5-10-230-00	Miscellaneous	Wildwood Wear		532.49				532.49
0049		REJIS COMMISSION							
	I-INV0046342	Chargeable Support	R	2/17/2016			031597		
	10 5-30-250-00	Internet Connection	Chargeable Support		62.25				
	I-INV0046385	Chargeable Support	R	2/17/2016			031597		
	10 5-30-250-00	Internet Connection	Chargeable Support		83.00				145.25
2160		RICOH USA, INC.							
	I-5040397095	Add'l Images	R	2/17/2016			031598		
	10 5-10-262-00	Service Contracts/Rental	Add'l Images		2,408.00				2,408.00
1864		SAM'S CLUB #6252-CHESTERFIELD							
	I-2/17/15	Membership for New Hires	R	2/17/2016			031599		
	10 5-10-204-00	Dues/Memberships	Membership for New H		180.00				180.00
1886		ST. LOUIS POST-DISPATCH							
	I-2/15/16	Subscription	R	2/17/2016			031600		
	10 5-10-246-00	Publications	Subscription		52.80				52.80
2106		ARAMARK UNIFORM SERVICES, INC.							
	I-452-0785373	Mat Cleaning	R	2/22/2016			031601		
	10 5-10-220-00	Maintenance-Building	Mat Cleaning		198.61				198.61
1564		AUTHORIZED ELECTRIC CO.							
	I-9840	Labor/Material - Lights	R	2/22/2016			031602		
	10 5-70-276-00	Traffic Signals/Street Lights	Labor/Material - Lig		800.00				800.00
0410		BALLWIN SINCLAIR AUTO							
	I-028229	Oil Change	R	2/22/2016			031603		
	10 5-70-224-00	Maintenance-Vehicles	Oil Change		56.45				56.45
2286		BUESCHER FRANKENBERG ASSOCIATE							
	I-5500-678-8	Wild Horse Creek Rd. Brid	R	2/22/2016			031604		
	18 5-70-470-64	Wild Hrse Crk Brdg #392 Design	Wild Horse Creek Rd.		4,008.01				4,008.01
1591		CLEN INDUSTRIES, INC							
	I-20495	Signs	R	2/22/2016			031605		
	10 5-70-350-55	Traffic Control-Signs	Signs		1,239.50				
	I-20521	Signs	R	2/22/2016			031605		
	10 5-70-350-55	Traffic Control-Signs	Signs		983.05				2,222.55

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0759		COCHRAN							
	I-3513	Consultant Services	R	2/22/2016			031606		
	18 5-70-470-65	Bouquet Rd Brdg #353 Design	Consultant Services		15,545.88				15,545.88
0201		COLLINS & HERMANN INC.							
	I-67816	Guardrails	R	2/22/2016			031607		
	10 5-70-350-30	St Maint-Guardrails	Guardrails		679.00				
	10 5-70-350-30	St Maint-Guardrails	Replace Guardrail		10,643.00				
	I-67817	Guardrails	R	2/22/2016			031607		
	10 5-70-350-30	St Maint-Guardrails	Guardrails		9,321.00				20,643.00
0509		CONCRETE COUNCIL							
	I-26Jan16	Seminar Registration (2)	R	2/22/2016			031608		
	10 5-70-270-00	Training	Seminar Registration		100.00				100.00
0518		COUNTY FORM & SUPPLY							
	I-A9941	Paint and Wheel	R	2/22/2016			031609		
	10 5-70-272-00	Tools	Paint and Wheel		216.95				216.95
1863		PAUL R. ELLSWORTH							
	I-INV-28	Dead Animal Cleanup	R	2/22/2016			031610		
	10 5-70-350-01	ROW Animal Removal	Dead Animal Cleanup		1,400.00				1,400.00
0654		GAEHLE CONTRACTING INC.							
	I-9750	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Clear Al Foster		1,203.00				
	I-9751	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		12,665.00				
	I-9752	CH Building & Grounds	R	2/22/2016			031611		
	10 5-10-221-00	Maintenance - Grounds	Snow Removal		652.47				
	I-9753	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Plow Community Park		195.00				
	I-9754	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Clear Snow		2,372.39				
	I-9755	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Snow Removal		317.50				
	I-9756	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Signs for Run		97.50				
	I-9757	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		240.00				
	I-9758	Bridge Maintenance	R	2/22/2016			031611		
	10 5-70-350-64	Bridge Maintenance	Install Shot Rock		1,016.54				
	I-9759	Ditching	R	2/22/2016			031611		
	10 5-70-350-44	Storm Water-Ditching	Ditching		1,564.75				
	I-9760	Emergency ROW Repairs	R	2/22/2016			031611		
	10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		993.00				
	I-9761	Install Rock Bellview Prk	R	2/22/2016			031611		
	17 5-40-480-46	Belleview Farms	Install Rock Bellvie		1,404.54				
	I-9762	Traffic Control Signs	R	2/22/2016			031611		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0654	GAEHLE CONTRACTING INCCONT							
I-9762	Traffic Control Signs	R	2/22/2016			031611		
10 5-70-350-55	Traffic Control-Signs	Install Signs		205.50				
I-9763	CH Building & Grounds	R	2/22/2016			031611		
10 5-10-220-00	Maintenance-Building	Repair Door		78.00				
I-9764	Tree Removal	R	2/22/2016			031611		
10 5-70-350-06	ROW Tree Removal	Tree Removal		78.50				
I-9765	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Clean Trash		280.00				
I-9766	Asphalt Patching	R	2/22/2016			031611		
10 5-70-350-11	St Maint-Asphalt Patching	Asphalt Patching		676.53				
I-9767	Tree Removal	R	2/22/2016			031611		
10 5-70-350-06	ROW Tree Removal	Tree Removal		889.00				
I-9768	Traffic Control Signs	R	2/22/2016			031611		
10 5-70-350-55	Traffic Control-Signs	Install Signs		78.50				
I-9769	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Install Chains on Tr		175.50				
I-9770	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Install 2 Dog Statio		234.00				
I-9771	Tree Trimming	R	2/22/2016			031611		
10 5-70-350-08	ROW Tree Trimming	Tree Trimming		2,198.00				
I-9772	CH Building & Grounds	R	2/22/2016			031611		
10 5-10-221-00	Maintenance - Grounds	Cut Down Plants CH		852.50				
I-9773	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Clean Trash		100.00				
I-9774	Asphalt Patching	R	2/22/2016			031611		
10 5-70-350-11	St Maint-Asphalt Patching	Asphalt Patching		539.20				
I-9776	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Repair Gates		493.00				
I-9777	Bridge Maintenance	R	2/22/2016			031611		
10 5-70-350-64	Bridge Maintenance	Repair Hole		3,478.27				
I-9778	Tree Removal	R	2/22/2016			031611		
10 5-70-350-06	ROW Tree Removal	Tree Removal		70.00				
I-9779	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Chip Brush Piles		505.00				
I-9780	Emergency ROW Repairs	R	2/22/2016			031611		
10 5-70-350-65	Emergency Road/ROW Repairs	Install Rock in Sink		988.15				
I-9781	Ditching	R	2/22/2016			031611		
10 5-70-350-44	Storm Water-Ditching	Ditching		1,174.50				
I-9782	Grade Bluffview Prk Trail	R	2/22/2016			031611		
10 5-50-263-00	Abatements	Grade Bluffview Prk		1,365.00				
I-9783	Asphalt Patching	R	2/22/2016			031611		
10 5-70-350-11	St Maint-Asphalt Patching	Asphalt Patching		189.34				
I-9784	Grade Stones Throw	R	2/22/2016			031611		
17 5-70-480-34	Rural Internet Access	Grade Stones Throw		261.00				
I-9785	Parks & Trails Maint	R	2/22/2016			031611		
10 5-40-350-01	Park Maintenance	Clean Picnic Table P		591.50				
I-9786	Traffic Control Signs	R	2/22/2016			031611		

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0654		GAEHLE CONTRACTING INCCONT							
	I-9786	Traffic Control Signs	R	2/22/2016			031611		
	10 5-70-350-55	Traffic Control-Signs	Install Signs		646.50				
	I-9787	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Clean Trash		805.00				
	I-9788	Sidewalk Replacement	R	2/22/2016			031611		
	18 5-70-490-06	Sidewalk Replacement	Mill Sidewalks		1,214.64				
	I-9789	Asphalt Patching	R	2/22/2016			031611		
	10 5-70-350-11	St Maint-Asphalt Patching	Asphalt Patching		816.39				
	I-9790	CH Building & Grounds	R	2/22/2016			031611		
	10 5-10-221-00	Maintenance - Grounds	CH Snow Removal		165.00				
	I-9791	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		3,517.50				
	I-9792	CH Building & Grounds	R	2/22/2016			031611		
	10 5-10-221-00	Maintenance - Grounds	CH Snow Removal		226.00				
	I-9793	Salt Homestead Subd.	R	2/22/2016			031611		
	20 2261	Homestead Estates Escrow	Salt Homestead Subd.		175.00				
	I-9794	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		2,985.00				
	I-9795	Salt Homestead Subd.	R	2/22/2016			031611		
	20 2261	Homestead Estates Escrow	Salt Homestead Subd.		130.00				
	I-9796	CH Building & Grounds	R	2/22/2016			031611		
	10 5-10-221-00	Maintenance - Grounds	CH Snow Removal		226.00				
	I-9797	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		240.00				
	I-9798	Plow Salt Streets Homestead	R	2/22/2016			031611		
	20 2261	Homestead Estates Escrow	Plow Salt Streets Ho		305.00				
	I-9799	CH Building & Grounds	R	2/22/2016			031611		
	10 5-10-221-00	Maintenance - Grounds	CH Snow Removal		450.00				
	I-9800	Snow & Ice Removal	R	2/22/2016			031611		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		5,560.00				
	I-9801	Emergency ROW Repairs	R	2/22/2016			031611		
	10 5-70-350-65	Emergency Road/ROW Repairs	Hole in Melrose Road		20,819.43				
	I-9802	Parks & Trails Maint	R	2/22/2016			031611		
	10 5-40-350-01	Park Maintenance	Clean Trash		60.00				76,564.14
2362		GBA							
	I-47195	Bridge Insp Service	R	2/22/2016			031616		
	18 5-70-480-21	Other Engineering Services	Bridge Insp Service		14,000.00				14,000.00
0726		GERSHENSON CONSTR CO. INC							
	I-2015-15	Wildwood Community Park	R	2/22/2016			031617		
	17 5-40-480-25	Community Park Trail PH1 Const	Wildwood Community P		15,000.00				15,000.00

VENDOR SET: 01 City of Wildwood
BANK: 1010 Commerce Bank-Operating
DATE RANGE: 1/26/2016 THRU 2/22/2016

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1643		GO GREEN LAWN & LANDSCAPE							
	I-5512	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		1,562.50				
	I-5513	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		1,125.00				
	I-5514	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		4,562.50				
	I-5537	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		1,312.50				
	I-5538	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		1,000.00				
	I-5539	Snow & Ice Removal	R	2/22/2016			031618		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		3,500.00				13,062.50
1331		HRGREEN, INC.							
	I-102745	Rte 109 Roundabout EB Ram	R	2/22/2016			031619		
	18 5-70-460-16	Rt 109 Rndabt Eastbnd 100 Dsgn	Route 109 Roundabout		34,573.98				34,573.98
0537		INTUITION & LOGIC, INC.							
	I-160107	Professional Services	R	2/22/2016			031620		
	17 5-40-480-33	Ped Brg over 100 Eath. Des/Eng	Professional Service		1,470.00				1,470.00
0040		KELPE CONTRACTING, INC.							
	I-7929	Snow & Ice Removal	R	2/22/2016			031621		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		24,855.38				
	I-7969	Snow & Ice Removal	R	2/22/2016			031621		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		4,259.00				29,114.38
0043		L. KRUPP CONSTRUCTION INC							
	I-2016-1	Snow & Ice Removal	R	2/22/2016			031622		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		3,985.00				3,985.00
0588		METRO ELECTRIC SUPPLY							
	I-V26753-00	Univ M7O	R	2/22/2016			031623		
	10 5-70-276-00	Traffic Signals/Street Lights	Univ M7O		89.67				89.67
0898		MISSOURI LAWYERS MEDIA							
	I-742548015	Bid Invitation	R	2/22/2016			031624		
	10 5-70-246-00	Publications	Bid Invitation		67.20				67.20
1617		OATES ASSOCIATES ENGINEERING &							
	I-27545	Community Park	R	2/22/2016			031625		
	17 5-40-480-41	Community Park PH2 Const.	Community Park		2,190.00				2,190.00

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE: 1/26/2016 THRU 2/22/2016

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0998		OMNI TREE SERVICE, INC.							
	I-5343	Fungicide/Bacteria Spray	R	2/22/2016			031626		
	10 5-70-350-05	ROW Landscaping	Fungicide/Bacteria S		1,200.00				
	I-7776	Tree Removal	R	2/22/2016			031626		
	10 5-70-350-06	ROW Tree Removal	Tree Work		307.50				1,507.50
0578		PILLSBURY MARKETING							
	I-54996	Wildwood Wear	R	2/22/2016			031627		
	10 5-70-266-00	Supplies-General	Wildwood Wear		527.00				527.00
0197		RANDY BURKETT LIGHTING							
	I-1478914	Eatherton Rd Bridge Work	R	2/22/2016			031628		
	10 5-50-340-00	Consultant Costs	Eatherton Rd Bridge		2,200.00				
	I-1478915	Eatherton Bridge	R	2/22/2016			031628		
	10 5-50-340-00	Consultant Costs	Eatherton Bridge		250.00				2,450.00
0038		RICOH USA, INC.							
	I-96337595	Copier Lease	R	2/22/2016			031629		
	10 5-10-208-00	Equipment Leasing	Copier Lease		825.14				
	10 5-50-208-00	Equipment Leasing	Copier Lease		906.93				
	10 5-70-208-00	Equipment Leasing	Copier Lease		906.93				2,639.00
0058		ST LOUIS COUNTY TREASURER-							
	I-82297	Police Service Contract	R	2/22/2016			031630		
	10 5-60-350-00	Contractual Services	Police Service Contr		258,667.48				258,667.48
0869		STAPLES BUSINESS ADVANTAGE							
	I-8037963480	Office Supplies	R	2/22/2016			031631		
	10 5-10-268-00	Supplies-Office	Office Supplies		328.82				328.82
0419		T. HILL CONSTRUCTION INC							
	I-2839	Snow & Ice Removal	R	2/22/2016			031632		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		12,442.50				
	I-2861	Snow & Ice Removal	R	2/22/2016			031632		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		16,680.00				29,122.50
2153		THOUVENOT, WADE, & MOERCHEN IN							
	I-54572	Consulting Services	R	2/22/2016			031633		
	18 5-70-480-27	Manch Strscape PH III Design	Consulting Services		31,943.45				31,943.45
1771		THROTTLENET INC.							
	I-52062	Network Mgmt/Cloud/Backup	R	2/22/2016			031634		
	10 5-10-350-00	Contractual Services	Network Mgmt/Cloud/B		5,254.00				5,254.00

VENDOR SET: 01 City of Wildwood
BANK: 1010 Commerce Bank-Operating
DATE RANGE: 1/26/2016 THRU 2/22/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1700	TSI TECHNOLOGY SOLUTIONS							
I-717895	Locating Services	R	2/22/2016			031635		
10 5-70-276-00	Traffic Signals/Street Lights	Locating Services		315.00				
I-717993	Locating Services	R	2/22/2016			031635		
10 5-70-276-00	Traffic Signals/Street Lights	Locating Services		220.00				
I-718143	Locating Services	R	2/22/2016			031635		
10 5-70-276-00	Traffic Signals/Street Lights	Locating Services		220.00				755.00
0278	WESTFALL HAULING, INC.							
I-3137	Snow & Ice Removal	R	2/22/2016			031636		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		20,770.00				
I-3161	Snow & Ice Removal	R	2/22/2016			031636		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		16,435.00				37,205.00
1097	WINNER'S POINT LANDSCAPING, IN							
I-819	Snow & Ice Removal	R	2/22/2016			031637		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		2,817.50				2,817.50

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	120			722,689.54	0.00	722,689.54
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	4			37,979.24	0.00	37,979.24
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 2050	Employee W/holding Payable	1,029.64
10 2120	Federal/FICA Withholding	23,808.37
10 2130	State Withholding	9,145.78
10 2132	City of St. Louis Tax	410.20
10 2140	Plan 457 Withholding	4,592.32
10 2212	Due to State of Missouri	2,923.51
10 2214	Due to St. Louis County	719.19
10 2215	Due to STL County DWI JS	140.00
10 2216	Due to STL County - County PD	160.00
10 4-07-980-00	Other Income	50.00
10 5-10-120-00	FICA & Medicare	2,256.08

VENDOR SET: 01 City of Wildwood
BANK: 1010 Commerce Bank-Operating
DATE RANGE: 1/26/2016 THRU 2/22/2016

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5-10-140-00	Employee Benefits (125)	7,097.65
10 5-10-142-00	Insurance (Life & Disability)	227.59
10 5-10-201-00	Community Relations	133.68
10 5-10-204-00	Dues/Memberships	920.00
10 5-10-208-00	Equipment Leasing	1,650.28
10 5-10-220-00	Maintenance-Building	2,683.95
10 5-10-221-00	Maintenance - Grounds	2,571.97
10 5-10-230-00	Miscellaneous	584.89
10 5-10-246-00	Publications	87.80
10 5-10-250-00	Internet Connection	180.47
10 5-10-262-00	Service Contracts/Rental	2,512.00
10 5-10-264-00	Meetings & Special Events	117.00
10 5-10-266-00	Supplies-General	551.39
10 5-10-268-00	Supplies-Office	1,555.35
10 5-10-282-00	Utilities-Telephone	749.67
10 5-10-292-00	Furniture/Fixtures Under $5K	2,844.43
10 5-10-315-00	Litigation Contingencies	1,184.00
10 5-10-345-00	City Newsletter	5,401.54
10 5-10-350-00	Contractual Services	13,095.20
10 5-20-120-00	FICA & Medicare	845.53
10 5-20-140-00	Employee Benefits (125)	995.83
10 5-20-142-00	Insurance (Life & Disability)	92.62
10 5-20-230-00	Miscellaneous	169.00
10 5-20-244-00	Public Notices	85.84
10 5-20-282-00	Utilities-Telephone	163.76
10 5-20-330-00	Codification Costs	108.00
10 5-30-120-00	FICA & Medicare	875.37
10 5-30-140-00	Employee Benefits (125)	2,381.79
10 5-30-142-00	Insurance (Life & Disability)	88.88
10 5-30-230-00	Miscellaneous	65.00
10 5-30-243-00	Prisoner Expense	270.00
10 5-30-250-00	Internet Connection	392.26
10 5-30-268-00	Supplies-Office	23.08
10 5-30-282-00	Utilities-Telephone	110.71
10 5-40-120-00	FICA & Medicare	738.35
10 5-40-140-00	Employee Benefits (125)	2,130.94
10 5-40-142-00	Insurance (Life & Disability)	58.44
10 5-40-208-00	Equipment Leasing	321.20
10 5-40-224-00	Maintenance-Vehicles	20.74
10 5-40-230-00	Miscellaneous	29.96
10 5-40-242-00	Printing	827.00
10 5-40-266-00	Supplies-General	649.65
10 5-40-269-00	Supplies - Recreation	18,140.17
10 5-40-282-00	Utilities-Telephone	423.24
10 5-40-293-00	Computer System Under $5K	75.98
10 5-40-350-00	Contractual Services	3,391.00

VENDOR SET: 01 City of Wildwood
BANK: 1010 Commerce Bank-Operating
DATE RANGE: 1/26/2016 THRU 2/22/2016

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5-40-350-01	Park Maintenance	7,481.39
10 5-40-715-00	Founders Day	440.00
10 5-40-739-00	Community Garden	102.25
10 5-50-120-00	FICA & Medicare	2,824.26
10 5-50-140-00	Employee Benefits (125)	7,840.27
10 5-50-142-00	Insurance (Life & Disability)	451.97
10 5-50-204-00	Dues/Memberships	15.00
10 5-50-208-00	Equipment Leasing	1,813.86
10 5-50-224-00	Maintenance-Vehicles	227.94
10 5-50-230-00	Miscellaneous	105.00
10 5-50-244-00	Public Notices	452.40
10 5-50-250-00	Internet Connection	22.50
10 5-50-263-00	Abatements	1,827.08
10 5-50-266-00	Supplies-General	758.45
10 5-50-268-00	Supplies-Office	613.57
10 5-50-282-00	Utilities-Telephone	627.55
10 5-50-293-00	Computer System Under $5K	99.98
10 5-50-340-00	Consultant Costs	2,450.00
10 5-50-350-00	Contractual Services	2,083.75
10 5-60-285-00	Utilities - Cable TV	66.98
10 5-60-350-00	Contractual Services	258,667.48
10 5-70-120-00	FICA & Medicare	2,038.96
10 5-70-140-00	Employee Benefits (125)	8,009.68
10 5-70-142-00	Insurance (Life & Disability)	220.08
10 5-70-204-00	Dues/Memberships	50.00
10 5-70-208-00	Equipment Leasing	1,813.86
10 5-70-224-00	Maintenance-Vehicles	305.93
10 5-70-242-00	Printing Expense	73.00
10 5-70-246-00	Publications	67.20
10 5-70-266-00	Supplies-General	527.00
10 5-70-270-00	Training	100.00
10 5-70-272-00	Tools	216.95
10 5-70-276-00	Traffic Signals/Street Lights	1,644.67
10 5-70-282-00	Utilities-Telephone	358.14
10 5-70-293-00	Computer System Under $5K	131.31
10 5-70-350-01	ROW Animal Removal	1,400.00
10 5-70-350-05	ROW Landscaping	1,200.00
10 5-70-350-06	ROW Tree Removal	1,345.00
10 5-70-350-08	ROW Tree Trimming	2,198.00
10 5-70-350-11	St Maint-Asphalt Patching	2,221.46
10 5-70-350-30	St Maint-Guardrails	20,643.00
10 5-70-350-31	Snow and Salt Removal	140,514.38
10 5-70-350-44	Storm Water-Ditching	2,739.25
10 5-70-350-55	Traffic Control-Signs	3,153.05
10 5-70-350-64	Bridge Maintenance	4,494.81
10 5-70-350-65	Emergency Road/ROW Repairs	22,800.58
	*** FUND TOTAL ***	630,096.28

VENDOR SET: 01 City of Wildwood
BANK: 1010 Commerce Bank-Operating
DATE RANGE: 1/26/2016 THRU 2/22/2016

** G/L ACCOUNT TOTALS **

	G/L ACCOUNT	NAME	AMOUNT
17	5-40-480-25	Community Park Trail PH1 Const	15,000.00
17	5-40-480-33	Ped Brg over 100 Eath. Des/Eng	1,470.00
17	5-40-480-38	Cap Equip/Facilities - Pur/Rep	5,240.00
17	5-40-480-41	Community Park PH2 Const.	2,190.00
17	5-40-480-46	Belleview Farms	1,404.54
17	5-70-480-34	Rural Internet Access	261.00
		*** FUND TOTAL ***	25,565.54
18	5-70-460-16	Rt 109 Rndabt Eastbnd 100 Dsgn	34,573.98
18	5-70-470-64	Wild Hrse Crk Brdg #392 Design	4,008.01
18	5-70-470-65	Bouquet Rd Brdg #353 Design	15,545.88
18	5-70-480-21	Other Engineering Services	14,000.00
18	5-70-480-27	Manch Strscape PH III Design	31,943.45
18	5-70-490-06	Sidewalk Replacement	1,214.64
		*** FUND TOTAL ***	101,285.96
20	2230	P & Z Escrow	1,575.00
20	2250	Infrastructure Escrow	1,151.00
20	2260	Subdivision Escrows	385.00
20	2261	Homestead Estates Escrow	610.00
		*** FUND TOTAL ***	3,721.00

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 1010 TOTALS:	124	760,668.78	0.00	760,668.78
BANK: 1010 TOTALS:	124	760,668.78	0.00	760,668.78
REPORT TOTALS:	129	760,668.78	0.00	760,668.78

SELECTION CRITERIA

VENDOR SET: 01-City of Wildwood
VENDOR: ALL
BANK CODES: All
FUNDS: Exclude: 16

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 1/26/2016 THRU 2/22/2016
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: YES
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

WILDWOOD

Memo

To: Mayor Timothy Woerther
Wildwood City Council Members

From: Mike Hartwig, Assistant City Engineer
Joe Vujnich, Director of Planning & Parks

Date: February 19, 2016

Re: Construction Project Updates

Following is an update on all active City construction projects. The Departments of Public Works and Planning/Parks will be available for any questions at the February 22, 2016 City Council Meeting.

Sinkhole on Melrose Road: The contractor has completed the sealing and filling of the sinkhole. They also completed site grading and installation of a new culvert pipe under Melrose to keep additional surface water from draining into the area. That section of Melrose Road will be re-opened by the end of the day on Friday, February 19 and will remain a gravel surface over the next few weeks to allow any settlement that may occur to be monitored. If no significant settlement occurs, asphalt will be placed in the area in mid-March.

Caulks Creek Trunk Sewer Project by MSD: The contractor for MSD will begin work to replace the sanitary sewer lines along Strecker Road from near Church Road to Clayton Road. Work will begin in early March with tree clearing of the sewer line sections along Strecker Road from south of Church Road to McBride Pointe and from south of Woodcliff Heights Drive to Clayton Road. Clearing and work for the section along Strecker Road between McBride Pointe and south of Woodcliff Heights Drive will not begin until this fall. The contractor and MSD have been notifying affected property owners in the area and will be scheduling a public meeting in the next few weeks to discuss the construction of the project.

Forby Road and Alt Road Project in Eureka: The City of Eureka has started a project to reconstruct Alt and Forby Roads near the south border of the City of Wildwood. This project will widen Alt Road and Forby Road, re-align the Alt Road/Forby Road intersection, and construct a pedestrian trail along the east edge of Alt Road and the north edge of Forby Road between Wren Meadow Drive and Meramec Boulevard. Utility relocation work began in late January and will continue into March. Road construction work is expected to start in mid-March. Sections of Alt Road and Forby Road will be closed at times to complete the work, with the first closure of a section of Alt Road expected in April.

Signed detour routes will be in place during closures and the City of Wildwood will be notified in advance of the closures as the scheduled dates are made available. Forby Road west of the Alt Road intersection will remain open and accessible at all times to at least one lane of traffic. This project is expected to be completed by the end of 2016.

Manchester Road Great Streets Project: The contractor has completed the project and will complete the final planting work as weather allows.

MH and JV