WILDWOOD

CITY COUNCIL
AGENDA
COUNCIL CHAMBERS
7:30 P.M.
Monday, May 9, 2016

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES – April 25, 2016 Work Session & Regular Agenda Minutes

Documents: DRAFT MINUTES APRIL 25, 2016 CITY COUNCIL MEETING.PDF

V. MAYOR APPOINTMENTS/ANNOUNCEMENTS

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

VIII. LEGISLATION

VIII.I. UNFINISHED BUSINESS

VIII.I.A. BILL #2176

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ADOPTING AMENDMENTS TO THE COMPREHENSIVE ZONING PLAN OF THE CITY OF WILDWOOD'S CHARTER, WHICH REFLECTS THE PLANNING AND ZONING COMMISSION'S ACTION OF APRIL 4, 2016, WHEN IT ADOPTED CHANGES TO THE CONCEPTUAL LAND USE CATEGORIES DESCRIPTIONS AND ACCOMPANYING MAP TO ADDRESS TWO (2) TEXT CHANGES TO THIS ELEMENT OF THE 2016 MASTER PLAN UPDATE, ENCOMPASSING AND EFFECTING A TOTAL OF THREE (3) PROPERTIES. Recommended by the Planning and Zoning Commission (Second Reading) (Wards – All)

Documents: BILL 2176.PDF

VIII.I.B. BILL #2177

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI REVOKING A LANDMARK AND PRESERVATION AREA (LPA) THAT WAS GRANTED UPON A THREE (3) ACRE PROPERTY THAT IS LOCATED ON THE WEST SIDE OF CENTAUR ROAD, NORTH OF WILD HORSE CREEK ROAD, THEREBY ELIMINATING THE POTENTIAL ALLOWANCES FOR ITS EXPANDED REUSE FOR COMMERCIAL ACTIVITIES; ALL BEING CONSISTENT WITH THE REPORT ON THIS MATTER THAT WAS PREPARED BY THE PLANNING AND ZONING COMMISSION AND DATED APRIL 4, 2016 – PZ. 24-14

Centaur Station, c/o Michael Phelan. Recommended by the Planning and Zoning Commission (Second Reading) (Ward – One)

Documents: BILL 2177.PDF

VIII.I.C. BILL #2178

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH L. KRUPP CONSTRUCTION FOR THE RESURFACING OF ALT ROAD, ALLENTON ROAD, HARDT ROAD, AND EATHERTON ROAD (FROM ROUTE 109 TO WILD HORSE CREEK ROAD), INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS. Recommended by the Administration/Public Works Committee (Second Reading) (Wards – One, Three, and Six)

Documents: BILL 2178.PDF

VIII.I.D. BILL #2179

AN ORDINANCE AMENDING CHAPTER 210 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE BY REPEALING AND RE-ENACTING SECTION 210.040 PERTAINING TO THE OFFENSE OF PARENTAL NEGLECT. Recommended by the Board of Public Safety (Second Reading) (Wards – All)

Documents: BILL 2179.PDF

VIII.I.E. BILL #2180

AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PLAN FOR THE CITY OF WILDWOOD. Recommended by the Planning/Economic Development/Parks Committee (Second Reading) (Wards – All)

Documents: BILL 2180.PDF

VIII.I.F. BILL #2181

AN ORDINANCE APPROVING THE ADJUSTMENT OF CERTAIN COMMON BOUNDARY LINES BETWEEN TWO (2) EXISTING PARCELS OF GROUND, KNOWN AS TRACTS 1 AND 2 [ST. LOUIS COUNTY LOCATOR NUMBERS: 25X430041 AND 25Y640052, RESPECTIVELY]; BOTH BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE SOUTHWEST SIDE OF MELROSE ROAD, NORTHWEST OF STATE ROUTE 100, FOR THE PURPOSES OF TRANSFERRING APPROXIMATELY THREE (3) ACRES BETWEEN THE TWO (2) PROPERTIES. Recommended by the Department of Planning (Second Reading) (Ward – Six)

Documents: BILL 2181.PDF

VIII.I.G. BILL #2182

AN ORDINANCE AUTHORIZING THE VACATION OF CERTAIN EXISTING EASEMENTS, ESTABLISHED FOR UTILITY, ACCESS, AND INGRESS/EGRESS PURPOSES UPON PROPERTY KNOWN AS THE BOUNDARY ADJUSTMENT PLAT OF CAMBURY AND CAMBURY PLAT TWO, RECORDED IN PLAT BOOK 351, PAGE 206, OF THE ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND SAID PROPERTY BEING MORE SPECIFICALLY SITUATED ON THE SOUTH SIDE OF STATE ROUTE 100, EAST OF STATE ROUTE 109, THEREBY ELIMINATING RIGHTS TO SAID EASEMENTS, GIVEN NEWLY-ESTABLISHED EASEMENTS WERE GRANTED BY THE CAMBURY HOMEOWNERS ASSOCIATION TO THE CITY, PER CAMBURY PLAT THREE,

AS RECORDED IN PLAT BOOK 363, PAGES 493-495, FOR THE PURPOSES OF ALLOWING BETTER PLACEMENT OF THEM RELATIVE TO THE NEWLY-PLATTED BOUNDARY LINES FOR THIS RESIDENTIAL REDEVELOPMENT PROJECT, ALL BEING APPROVED BY THE CITY COUNCIL VIA AMENDED PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2127 ON SEPTEMBER 28, 2015. Recommended by the Department of Planning (Second Reading) (Ward – Eight)

Documents: BILL 2182.PDF

VIII.II. NEW BUSINESS

VIII.II.A. BILL #2183

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

Documents: BILL 2183.PDF

VIII.II.B. BILL #2184

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

Documents: BILL 2184.PDF

VIII.II.C. BILL #2185

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

Documents: BILL 2185.PDF

VIII.III. RESOLUTIONS

VIII.III.A. RESOLUTION #2016-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ENDORSING, AND THEREBY RATIFYING, THE MASTER PLAN 2016, AS THE AMENDED MASTER PLAN OF THE CITY OF WILDWOOD, MISSOURI. Recommended by the Planning and Zoning Commission (Wards – All)

Documents: RESOLUTION 2016-11.PDF

VIII.III.B. RESOLUTION #2016-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT WITH *GERSHENSON CONSTRUCTION INC.* FOR EROSION CONTROL WORK WITHIN BONHOMME CREEK, ABUTTING PHASE ONE OF THE CITY'S COMMUNITY PARK. *Recommended by the Planning/Economic Development/Parks Committee* (Ward – One)

Documents: RESOLUTION 2016-12.PDF

VIII.III.C. RESOLUTION #2016-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT WITH DG2 DESIGN IN THE AMOUNT OF SIXTEEN THOUSAND TWO HUNDRED SIXTY DOLLARS ($16,260.00) FOR THE COMPLETION OF A SITE ANALYSIS AND MASTER PLAN DESIGN FOR BELLEVIEW FARM PARK. Recommended by the Planning/Economic

Development/Parks Committee (Wards – All)

Documents: RESOLUTION 2016-13.PDF

IX. OTHER

IX.I. Receive And File

A recommendation regarding **P.Z. 25-15 Laurie Taylor, 17715 Manchester Road, Wildwood, Missouri, 63038, c/o Volz, Inc., Mark Kilgore, 10849 Indian Head Industrial Boulevard, St. Louis, Missouri 63132** – A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a thirty-two point one (32.1) acre tract of land that is located on the west side of Mueller Road, south of State Route 100, and north of Manchester Road (Locator Number 23X340061/Street Address: 17715 Manchester Road). Proposed Use: A large water feature – lake – (as defined by §415.030 of the City of Wildwood's Zoning Regulations), which exceeds one (1) acre in overall size – one point seven four (1.74) acres. (Ward – One)

Documents: RECEIVE AND FILE P.Z. 25-15 LAURIE TAYLOR.PDF

IX.II. Construction Project Update

Documents: CONSTRUCTION PROJECT UPDATE 5-6-2016.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. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall (636)

WILDWOOD

CITY OF WILDWOOD

APRIL 25, 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 7:50 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 Dave Bertolino Council Member Sue Cullinane Council Member Jim Baugus Council Member Larry McGowen Council Member Glen DeHart Council Member Larry Goodson Council Member Jim Bowlin Council Member Jerry Porter Council Member Marc Cox Council Member Katie Dodwell Council Member Ray Manton
Absent:	Council Member Joe Garritano Council Member Ed Marshall

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. Laura Rechtin, Deputy City Clerk

DRAFT

PLEDGE OF ALLEGIANCE

Mayor Woerther led the Pledge of Allegiance.

APPROVAL OF MINUTES

The minutes of the April 11, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Manton, seconded by Council Member McGowen, to approve the minutes. A voice vote was taken with an affirmative result and the motion was declared passed (Levitt Abstained).

PUBLIC PARTICIPATION

Mr. Mark Patterson, 18746 Bonhomme Creek Rd, spoke in favor of Bill #2173.

Mr. Dan and Mrs. Nancy Fischer, 2066 Wild Horse Creek Rd., stated there has been no change with the noise from the Lisk fish business and they were anxiously waiting to see the noise ordinance be revised.

Ms. Margo Begley, 18322 Shiloh Woods Ct., spoke regarding the noise at the Lisk farm. Ms. Begley stated she felt Mr. Lisk did not plan on doing anything to alleviate the noise.

Ms. Gil Smith, 2054 Wild Horse Creek Rd., spoke regarding his concern with the noise from the Lisk fish farm.

Dr. John Gragnani, 1510 Scofield Valley, thanked Mayor Woerther for his years of service to the City of Wildwood and wished him luck in his future endeavors.

Mayor Woerther acknowledged Mr. David Sewell and thanked him for his years on City Council and service to the City of Wildwood.

Mr. David Sewell stated he agreed with Dr. Gragnani thoughts regarding Mayor Woerther and wished him luck.

UNFINISHED BUSINESS

BILL #2170 AN ORDINANCE AMENDING CHAPTER 210, ARTICLE VI, OF THE WILDWOOD MUNICIPAL CODE RELATING TO HUNTING AND FIREARMS REGULATIONS. *Recommended by the Board of Public Safety* (Second Reading) (Wards – All)

A motion was made by Council Member Levitt, seconded by Council Member Manton, for the second reading of Bill #2170. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2170 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2170 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – None
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2170 approved, passed and it became ORDINANCE #2170.

DRAFT

BILL #2171 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN AGREEMENT WITH GEORGE AND RENE' SACKETT FOR THE MANAGEMENT AND OVERSIGHT OF A CITY-SPONSORED FARMERS MARKET FACILITY, OF WHICH SAID ENTITIES SHALL ACT AS ITS MANAGERS IN ALL ASPECTS OF ITS OPERATION AND RECORD-KEEPING, SO AS ENABLING THIS COMMUNITY TO OFFER ANOTHER SERVICE THAT HAS BEEN IDENTIFIED BY RESIDENTS AS A PRIORITY. *Recommended by the Department of Planning and Parks* (Second Reading) (Wards – All)**

A motion was made by Council Member Baugus, seconded by Council Member Dodwell, for the second reading of Bill #2171. A voice vote was taken with an affirmative result and the motion was declared passed (McCutchen voted Nay). Bill #2171 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2171 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – McCutchen
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2171 approved, passed and it became ORDINANCE #2171.

BILL #2172 **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 IDEAL LANDSCAPING FOR THE INSTALLATION OF APPROVED UPGRADES AT THE AL FOSTER MEMORIAL TRAILHEAD, 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, AND THE RECOMMENDATION OF THE PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE OF CITY COUNCIL REGARDING THIS PROJECT'S COMPONENTS. *Recommended by the Planning/Economic Development/Parks Committee* (Second Reading) (Ward – Six)**

A motion was made by Council Member Bowlin, seconded by Council Member Porter, for the second reading of Bill #2172. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2172 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2172 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – None
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2172 approved, passed and it became ORDINANCE #2172.

BILL #2173 **AN ORDINANCE APPROVING THE ADJUSTMENT OF CERTAIN COMMON BOUNDARY LINES BETWEEN TWO (2) EXISTING PARCELS OF GROUND, ALL WITHIN THE "CHRISTMAS VALLEY SUBDIVISION", KNOWN AS PARCELS 1 AND 2 [ST. LOUIS COUNTY LOCATOR NUMBERS: 20V210071 AND 20V210107, RESPECTIVELY]; EACH BEING LOCATED IN PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED WEST OF CHRISTMAS VALLEY ROAD AND NORTH OF YULETIDE TRAIL, FOR THE PURPOSES OF TRANSFERRING APPROXIMATELY 1.4 ACRES BETWEEN THE TWO (2) PROPERTIES. *Recommended by the Department of Planning and Parks* (Second Reading) (Ward – Three)**

A motion was made by Council Member Cullinane, seconded by Council Member Baugus, for the second reading of Bill #2173. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2173 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2173 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – None
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2173 approved, passed and it became ORDINANCE #2173.

BILL #2174 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD TO EXECUTE A SUCCESSOR DEVELOPER AGREEMENT WITH *THE OAKS AT WILDWOOD OWNERS ASSOCIATION* FOR COMPLETION OF REQUIRED IMPROVEMENTS FOR WILDWOOD FOREST DRIVE, A PRIVATE ROADWAY, IN ACCORDANCE WITH APPROVED PLANS, AND ALLOW FOR THE RELEASE OF FUNDS FROM DEFAULTED ESCROW, NOW HELD BY THE CITY, PER TWO (2) LETTERS OF CREDIT, WHICH WERE CALLED, AFTER THE ORIGINAL DEVELOPER COULD NO LONGER MEET SAID OBLIGATIONS CONTAINED THEREIN. *Recommended by the Department of Planning and Parks* (Second Reading) (Ward – One)**

A motion was made by Council Member DeHart, seconded by Council Member McGowen, for the second reading of Bill #2174. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2174 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2174 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – None
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2174 approved, passed and it became ORDINANCE #2174.

BILL #2175 **AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, REQUESTING MONTHLY SUCCESSOR CONNECTION REPORTS FROM AMEREN MISSOURI. *Recommended by the Department of Administration* (Second Reading) (Wards – All)**

A motion was made by Council Member Dodwell, seconded by Council Member Bowlin, for the second reading of Bill #2175. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2175 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2175 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Bowlin, Porter, Cox, Dodwell, and Manton
Nays – None
Absent – Garritano and Marshall
Abstain – None
Whereupon Mayor Woerther declared Bill #2175 approved, passed and it became ORDINANCE #2175.

DRAFT

NEW BUSINESS

Certification of April 5, 2016 Municipal Election
RESOLUTION #2016-10 CERTIFICATION OF APRIL 5, 2016 MUNICIPAL ELECTION (Wards – All)

A motion was made by Council Member Dodwell, for the reading of Resolution #2016-10, which motion was seconded by Council Member Goodson. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Resolution #2016-10 was read into the record. A voice vote was taken for the approval of Resolution #2016-10 with a unanimous affirmative result. A motion was made by Council Member Levitt, seconded by Council Member McGowen, for the adoption of the Resolution. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. A voice vote was taken for the adoption of Resolution #2016-10 with a unanimous affirmative result.

Swearing-in Ceremony
Deputy City Clerk Rechtin led the swearing-in ceremony of the newly elected Mayor and City Council Members.

ADJOURNMENT

Mayor Woerther adjourned the first session of the meeting at 8:10 p.m.

SECOND SESSION

The meeting was called to order at 8:25 P.M.

A roll call was taken, with the following results:

Present at Roll Call:	Mayor Jim Bowlin Council Member Larry McGowen Council Member Glen DeHart Council Member Ray Manton Council Member Jim Baugus Council Member Sue Cullinane Council Member Katie Dodwell Council Member Marc Cox Council Member Debra McCutchen Council Member Dave Bertolino Council Member Jerry Porter Council Member Greg Stine Council Member Jeff Levitt Council Member Larry Goodson
Absent:	Council Member Joe Garritano Council Member Ed Marshall
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. Laura Rechtin, Deputy City Clerk

DRAFT

MAYOR ANNOUNCEMENTS/APPOINTMENTS

Proclamation and Presentation to Mayor Timothy D. Woerther

Mayor Bowlin presented a Proclamation and gift from the City and City Council to Mayor Tim Woerther. Mayor Bowlin thanked Mayor Woerther for his years of service and dedication to the City.

Appointments

Greg Alexander – Ward Six City Council Member – Filling Unexpired Term to April 2017

Mayor Bowlin asked the City Council to approve his recommendation to appoint Mr. Greg Alexander to the City Council to represent Ward Six to fill the unexpired term. A motion was made by Council Member Manton, seconded by Council Member McGowen, to approve the Mayor's recommendation to appoint Mr. Greg Alexander to the City Council.

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

Mayor Pro Tempore

A motion was made by Council Member Goodson, seconded by Council Member Bertolino, to nominate Council Member McGowen for Mayor Pro-Tempore.

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

City Council Liaison - Planning and Zoning Commission

A motion was made by Council Member Cullinane, seconded by Council Member McGowen, to nominate Council Member Manton as the City Council Liaison for the Planning and Zoning Commission.

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

Mayor Membership - Planning and Zoning Commission

Mayor Bowlin agreed to serve on the Planning and Zoning Commission as a voting member per Mo Statute Chapter 89 Zoning and Planning Section 89.320.

Council Committee Assignments - Administration/Public Works, Planning/Economic Development/Parks, and Economic Development Task Force

Mayor Bowlin stated the City Council had received the new Committee assignments.

DRAFT

Council Liaisons to Citizen Committees - Architectural Review Board (1), Historic Preservation Commission (2), and Rural Internet Access Committee (2)
Mayor Bowlin stated the City Council had received the new Committee Liaison assignments.

Council Liaisons to Board of Public Safety (1)
A motion was made by Council Member Baugus, seconded by Council Member Manton, to nominate Council Member Bertolino as the Board of Public Safety City Council Liaison.
A roll call vote was taken with the following results:
Ayes – McGowen, DeHart, Manton, Baugus, Cullinane, Dodwell, Cox, McCutchen, Porter, Alexander, Stine, Levitt, and Goodson
Nays – None
Abstain – Bertolino
Absent – Marshall and Garritano
Whereupon Mayor Bowlin declared Council Member Bertolino the Board of Public Safety City Council Liaison.

Proclamation – Arbor Day
Mayor Bowlin read the Proclamation into the record as required by the National Arbor Day Foundation.

PUBLIC PARTICIPATION

Ms. Fran Gragnani, 1510 Scofield Valley, spoke regarding Bill #2180 and the Economic Development Plan. Ms. Gragnani stated It was her impression that the City wasn't just going to take the Houseal Lavigne report and make it the Plan. Ms. Gragnani stated it was something that would be reviewed by Staff and City Council and they would decide what will go in the plan.

PUBLIC HEARING(S)

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

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

A motion was made by Council Member Goodson, seconded by Council Member Cullinane, to postpone the public hearing until the May 9, 2016 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

A response to a correspondence from Tara L.C., c/o Julie Lafata, which is dated March 16, 2016, regarding P.C. 219-85, Alfred L. Hicks and the J.L. Mason of Missouri, Inc.; PC 69-93 The Jones Company Custom Homes, Inc.; and P.C. 105-93 J.H.B. Properties; Amended Mixed Use Development; south side of State Route 100, east of Manchester Road (Locator Number: 23U140703/Street Address: 16375 Pierside Lane); which seeks modifications to the site-specific governing ordinance (Ordinance #2061) of this property relative to permitted uses, specifically the addition of a drive-through facility in association with a financial institution. (Ward – Four)

Mayor Bowlin opened the public hearing. Deputy City Clerk Rechtin read the public hearing into the record.

Director of Planning and Parks Vujnich stated the Planning and Zoning Commission received a letter from the daughter of the owner of this 1.22 acre tract of land that is located on the southeast corner of State Route 100 and Pierside Lane. Director of Planning and Parks Vujnich stated the petitioner was seeking the Planning and Zoning Commission's review of the site-specific ordinance that governs this location, with the intent for its amendment to allow for a drive-through facility to be authorized in conjunction with a requested financial institution. Director of Planning and Parks Vujnich stated the Planning and Zoning Commission has determined the addition of the requested use would be difficult to accommodate on the site and create impacts on surrounding properties that are not suitable. Director of Planning and Parks Vujnich stated the Commission was not recommending the Amended Mixed Use Development District Ordinance be modified at this time for the requested additional use on the site and drive-through facilities in association with it.

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

NEW BUSINESS

BILL #2176 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ADOPTING AMENDMENTS TO THE COMPREHENSIVE ZONING PLAN OF THE CITY OF WILDWOOD'S CHARTER, WHICH REFLECTS THE PLANNING AND ZONING COMMISSION'S ACTION OF APRIL 4, 2016, WHEN IT ADOPTED CHANGES TO THE CONCEPTUAL LAND USE CATEGORIES DESCRIPTIONS AND ACCOMPANYING MAP TO ADDRESS TWO (2) TEXT CHANGES TO THIS ELEMENT OF THE 2016 MASTER PLAN UPDATE, ENCOMPASSING AND EFFECTING A TOTAL OF THREE (3) PROPERTIES. *Recommended by the Planning and Zoning Commission* (First Reading) (Wards – All)**

A motion was made by Council Member Manton, seconded by Council Member McCutchen, for the first reading of Bill #2176. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2176 was read for the first time by title only.

BILL #2177 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI REVOKING A LANDMARK AND PRESERVATION AREA (LPA) THAT WAS GRANTED UPON A THREE (3) ACRE PROPERTY THAT IS LOCATED ON THE WEST SIDE OF CENTAUR ROAD, NORTH OF WILD HORSE CREEK ROAD, THEREBY ELIMINATING THE POTENTIAL ALLOWANCES FOR ITS EXPANDED REUSE FOR COMMERCIAL ACTIVITIES; ALL BEING CONSISTENT WITH THE REPORT ON THIS MATTER THAT WAS PREPARED BY THE PLANNING AND ZONING COMMISSION AND DATED APRIL 4, 2016 – PZ. 24-14 Centaur Station, c/o Michael Phelan. *Recommended by the Planning and Zoning Commission* (First Reading) (Ward – One)**

A motion was made by Council Member Cullinane, seconded by Council Member McGowen, for the first reading of Bill #2177. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2177 was read for the first time by title only.

BILL #2178 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH L. KRUPP CONSTRUCTION FOR THE RESURFACING OF ALT ROAD, ALLENTON ROAD, HARDT ROAD, AND EATHERTON ROAD (FROM ROUTE 109 TO WILD HORSE CREEK ROAD), INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by the Administration/Public Works Committee* (First Reading) (Wards – One, Three, and Six)**

A motion was made by Council Member Porter, seconded by Council Member DeHart, for the first reading of Bill #2178. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2178 was read for the first time by title only.

BILL #2179 **AN ORDINANCE AMENDING CHAPTER 210 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE BY REPEALING AND RE-ENACTING SECTION 210.040 PERTAINING TO THE OFFENSE OF PARENTAL NEGLECT.** ***Recommended by the Board of Public Safety*** **(First Reading) (Wards – All)**

A motion was made by Council Member Levitt, seconded by Council Member Bertolino, for the first reading of Bill #2179. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2179 was read for the first time by title only.

BILL #2180 **AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PLAN FOR THE CITY OF WILDWOOD.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(First Reading) (Wards – All)**

A motion was made by Council Member Manton, seconded by Council Member Cox, for the first reading of Bill #2180. A voice vote was taken with an affirmative result and the motion was declared passed (McCutchen voted Nay). Bill #2180 was read for the first time by title only.

A motion was made by Council Member McCutchen, seconded by Council Member Stine, to table Bill #2180 for approximately six weeks until a public hearing is held and after further discussion.

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

A motion was made by Council Member Cullinane, seconded by Council Member Dodwell, to have the proposed Economic Development Plan be placed on the May 9, 2016 work session agenda for discussion. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

BILL #2181 **AN ORDINANCE APPROVING THE ADJUSTMENT OF CERTAIN COMMON BOUNDARY LINES BETWEEN TWO (2) EXISTING PARCELS OF GROUND, KNOWN AS TRACTS 1 AND 2 [ST. LOUIS COUNTY LOCATOR NUMBERS: 25X430041 AND 25Y640052, RESPECTIVELY]; BOTH BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE SOUTHWEST SIDE OF MELROSE ROAD, NORTHWEST OF STATE ROUTE 100, FOR THE PURPOSES OF TRANSFERRING APPROXIMATELY THREE (3) ACRES BETWEEN THE TWO (2) PROPERTIES.** ***Recommended by the Department of Planning*** **(First Reading) (Ward – Six)**

A motion was made by Council Member Manton, seconded by Council Member Porter, for the first reading of Bill #2181. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2181 was read for the first time by title only.

DRAFT

BILL #2182 AN ORDINANCE AUTHORIZING THE VACATION OF CERTAIN EXISTING EASEMENTS, ESTABLISHED FOR UTILITY, ACCESS, AND INGRESS/EGRESS PURPOSES UPON PROPERTY KNOWN AS THE *BOUNDARY ADJUSTMENT PLAT OF CAMBURY AND CAMBURY PLAT TWO*, RECORDED IN PLAT BOOK 351, PAGE 206, OF THE ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND SAID PROPERTY BEING MORE SPECIFICALLY SITUATED ON THE SOUTH SIDE OF STATE ROUTE 100, EAST OF STATE ROUTE 109, THEREBY ELIMINATING RIGHTS TO SAID EASEMENTS, GIVEN NEWLY-ESTABLISHED EASEMENTS WERE GRANTED BY THE CAMBURY HOMEOWNERS ASSOCIATION TO THE CITY, PER *CAMBURY PLAT THREE*, AS RECORDED IN PLAT BOOK 363, PAGES 493-495, FOR THE PURPOSES OF ALLOWING BETTER PLACEMENT OF THEM RELATIVE TO THE NEWLY-PLATTED BOUNDARY LINES FOR THIS RESIDENTIAL REDEVELOPMENT PROJECT, ALL BEING APPROVED BY THE CITY COUNCIL VIA AMENDED PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2127 ON SEPTEMBER 28, 2015. *Recommended by the Department of Planning* (First Reading) (Ward – Eight)

A motion was made by Council Member Goodson, seconded by Council Member Levitt, for the first reading of Bill #2182. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2182 was read for the first time by title only.

RESOLUTIONS – None

OTHER

Approval of Expenditures (Wards – All)
A motion was made by Council Member Cullinane, seconded by Council Member Manton, to approve the expenditures. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Pond-Grover Loop Road Committee Composition (Ward – Five)
Mayor Bowlin stated he would not serve as Chair of the Pond-Grover Loop Road Committee but he would participate as a non-voting Member. Mayor Bowlin stated he would place a vote in the event of a tie.

Event Partnership Agreement Request (Ward – Eight)

Director of Planning and Parks Vujnich stated a resident, whose son is graduating from Lafayette High School in May, contacted the Department of Planning and Parks last week about an event he would like to hold in Town Center. Director of Planning and Parks Vujnich stated instead of having a traditional graduation party for his son, the new graduate has asked to have an event that would provide its proceeds to a charitable cause. Director of Planning and Parks Vujnich stated the organizer of the event was asked to complete the required Event Partnership Agreement. Director of Planning and Parks Vujnich stated the Department is recommending the Event Partnership Agreement be supported by the City Council and that it authorize staff to advise the applicant of this favorable action.

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

Other
A motion was made by Council Member Stine, seconded by Council Member McCutchen, to direct the Department of Planning to hold a public hearing on the Economic Development Plan.

Discussion was held regarding the following: think public should be allowed to weigh-in on this; the document is available to the public; let's get public input on this issue; there is public participation at the Economic Development Task Force meetings; we did have people give their input; no one is saying that there was no public input; need to be transparent and allow those that weren't there to come to City Council.

Council Member Baugus called the question.
A roll call vote was taken with the following results:
Ayes – McGowen, DeHart, Manton, Baugus, Cullinane, Dodwell, Cox, Bertolino, Porter, Stine, Levitt, and Goodson
Nays – None
Abstain – McCutchen and Alexander
Absent – Marshall and Garritano

A voice vote was taken on the original motion to direct the Department of Planning to hold a public hearing on the Economic Development Plan with an negative result and the motion failed (McCutchen and Stine voted Aye).

ADJOURNMENT

A motion was made by Council Member Dodwell, seconded by Council Member Cullinane, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 9:40 p.m.

Approved this _____ day of _____, 2016.

_____
James R. Bowlin, Mayor

ATTEST:

_____
City Clerk

DRAFT

COUNCIL WORK SESSION MINUTES
COUNCIL CHAMBERS

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

MONDAY, APRIL 25, 2016
6:00 P.M.

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

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

A motion was made by Council Member Stine, seconded by Council Member Baugus, to go into Executive Session at 6:00 p.m. with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021(1) 1994].

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

A motion was made by Council Member Manton, seconded by Council Member Cullinane, to go out of Executive Session at 6:50 p.m. with regard to legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys [RSMO 610.021 (1) 1994].

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

MAYOR'S COMMENTS/ANNOUNCEMENTS/APPOINTMENTS - None

CITY ADMINISTRATOR DISCUSSION ITEMS

Final Report of the Development Finance Group Regarding a Public Financing Proposal from Payne Family Homes (Main Street Crossing Project) (Ward – Eight)

City Administrator Thomas stated the Development Finance Group has held meetings with Payne Family Homes over the course of the past few weeks to discuss project costs, proposed allocation of funding and other considerations to improve the financial viability of the development. City Administrator Thomas stated the Development Finance Group has reached a final recommendation to the City Council for its consideration. City Administrator Thomas stated the recommendation was organized in two separate parts for costs associated with MO Route 109 Improvements and Main Street Improvements. City Administrator Thomas stated if the City Council wanted to support the recommendation, the next step would be to hold a public hearing to consider the request further.

Discussion was held regarding the following: what does the City typically do with TGA funds; typically they are for traffic related projects; usually road improvement projects; scope of Route 109 project would remain the same, City would pay 20%; think group has come up with what is the best solution; so Payne would receive a refund; what about the waiver of TGA funds; waive their payment of the TGA that would normally be a requirement with their permits; that money would help support their cost for Main Street; concerned about the $250,000 waiver/credit; only plus I see is that no taxpayer dollars are being used; if federal funding does not come through, then all bets are off; we are bending over backgrounds and my concern is that down the road other developers are going to use this as a precedent; Payne has an option on the Slavik property right across from this roundabout; still over $600,000 unfunded; they plan to pursue that through other avenues like approaching the Planning Department about design modifications to reduce cost; zero from taxpayer dollars; Wildwood is not anti-development, encourage developers to come talk to us; support the recommendation.

A motion was made by Council Member Dodwell, seconded by Council Member Manton, to hold a public hearing supporting the recommendation from the Development Finance Group. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)

Update on Rural Internet Access Project

Draft Letter to St. Louis County Emergency Communications Commission (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. Director of Planning and Parks Vujnich stated the Department of Planning completed the draft letter to the St. Louis County Emergency Communications Commission regarding this tower matter for the City Council to review before it is sent to the respective parties in this regard.

Discussion was held regarding the following: there is a meeting scheduled for April 29 with the ECC; should we hold off on sending the letter until we know the outcome of meeting; agree, wait until after the meeting.

Administration/Public Works Committee

2016 Asphalt Resurfacing Bids (Wards – One, Three, and Six)

Director of Public Works Brown reviewed the memorandum regarding the asphalt resurfacing bids. Director of Public Works Brown stated there was a Bill on the agenda awarding the project to L. Krupp construction. Director of Public Works Brown stated the Committee was not in favor of moving forward with the bid alternate.

Board of Public Safety

Parental Neglect Ordinance (Wards – All)

Director of Public Works Brown reviewed the memorandum regarding amending the Parental Neglect Ordinance. Director of Public Works Brown stated our current City of Wildwood Parental Neglect Ordinance (210.040) does not conform with current St. Louis County Code or State Law, and thus in its current form may not withstand legal review. Director of Public Works Brown stated the Board was recommending that Section 210.040 of the Wildwood Municipal Code relating to the offense of parental neglect be amended in order to conform to the St. Louis County Code (716.176) and State law on the subject.

Planning/Economic Development/Parks Committee

City of Wildwood Economic Development Plan – Final Adoption (Wards – All)

City Administrator Thomas stated there was a Bill on the agenda to adopt the final Economic Development Plan.

Discussion was held regarding the following: of the four recommendations, the first is the recommendation to adopt the plan, 2-4 are just to review and consider; the Houseal Lavigne report was a recommendation report, it is not the economic development plan; I suggest we hold off and designate an economic development plan where we have taken our plan as well as comments from the public; we need to come up with something with our own name on it, not Houseal Lavigne; during the Master Plan process, I had 3 concerns; appreciate the work of the Economic Development Task Force.

Community Park – Phase One Additions – Swings (Ward – One)

Director of Planning and Parks Vujnich stated the Committee was recommending an expenditure for two (2) additional swings at Community Park be authorized. Director of Planning and Parks Vujnich stated the Committee members noted the desire for these additional swings, since the park's opening last summer, and the relatively low cost of this addition.

Community Park – Erosion Control Project in Bonhomme Creek (Ward – One)

Director of Planning and Parks Vujnich stated to address the Committee's concern, the Department met with the general contractor and project engineer from Phase One of Community Park, so their opinions and recommendations on this matter could be provided. Director of Planning and Parks Vujnich stated the consensus on this matter was the western side of the creek bank should be armored to preserve the remaining area between the centerline of the creek and the pavilion. Director of Planning and Parks Vujnich stated the Committee was recommending Gershenson Construction be selected for this project.

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

Belleview Farms Concept/Design Contract (Wards – All)

Director of Planning and Parks Vujnich stated the City has an on-going lease agreement with St. Louis County for property abutting its far southeast corner, which was approved by the City Council on December 8, 2014. Director of Planning and Parks Vujnich stated the property, known as Belleview Farm, consists of two (2) parcels of ground totaling nearly one hundred (100) acres and is accessed from St. Paul Road. Director of Planning and Parks Vujnich stated as part of the lease agreement, certain improvements must be installed on the property by the City. Director of Planning and Parks Vujnich stated the Committee was recommending DG2 Design, be selected for this project.

A motion was made by Council Member Cullinane, seconded by Council Member Manton, to authorize the Department of Planning to prepare the necessary legislation supporting the recommendation of the Planning/Economic Development/Parks Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

On-Going and Long-Term Maintenance Costs for Parks and Trail Facilities (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 On-Going and Long-Term Maintenance Costs for Parks and Trail Facilities.

Work Session was adjourned at 7:40 p.m.

DRAFT

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ADOPTING AMENDMENTS TO THE COMPREHENSIVE ZONING PLAN OF THE CITY OF WILDWOOD'S CHARTER, WHICH REFLECTS THE PLANNING AND ZONING COMMISSION'S ACTION OF APRIL 4, 2016, WHEN IT ADOPTED CHANGES TO THE CONCEPTUAL LAND USE CATEGORIES DESCRIPTIONS AND ACCOMPANYING MAP TO ADDRESS TWO (2) TEXT CHANGES TO THIS ELEMENT OF THE 2016 MASTER PLAN UPDATE, ENCOMPASSING AND EFFECTING A TOTAL OF THREE (3) PROPERTIES. (Wards - All)

WHEREAS, the Planning and Zoning Commission of the City of Wildwood adopted the original Master Plan on February 26, 1996, after months of study, public hearings and forums, data collection efforts, and consultations with outside experts in the area of land use planning, urban design, transportation planning, and environmental protection; and

WHEREAS, with the adoption of the Charter by voters of Wildwood approximately two (2) years later in 1998, a component of the Master Plan became law relative to future land use decisions, since the Conceptual Land Use Categories, as reflected on its accompanying map, now became the City's Comprehensive Zoning Plan; and

WHEREAS, with the Master Plan and Charter now concurrent in terms of land use policies, no zoning change could ever be considered or authorized that would be inconsistent between the Master Plan's Conceptual Land Use Categories Map and the Charter's Comprehensive Zoning Plan; and

WHEREAS, since 2002, the Master Plan has contained five (5) Conceptual Land Use Categories for all properties that are within the boundaries of the City of Wildwood and they are intended to provide the basis for all future land use decisions herein relative to type, density, and intensity of proposed activities; and

WHEREAS, in 2006, the City's original Master Plan was updated, per the requirements of State Statute and the Wildwood Charter, which met the required timeframe of ten (10) years between these considerations; and

WHEREAS, the application of the updated Master Plan over the last ten (10) years has been achieved through concerted efforts of the Planning and Zoning Commission and the City Council, which led to a strong planning environment and preservation of Wildwood's unique and scenic character; and

WHEREAS, in 2014, in advance of the Master Plan's ten (10) year update, the City Council appointed a twenty-three (23) member volunteer group to lead this process, which was anticipated to take over a year long timeframe; and

WHEREAS, this process began in January 2015 and incorporated over one thousand (1,000) hours of collective meeting time, three (3) public input sessions held throughout the community, and numerous City-wide mailings to every household to solicit input on all aspects of the plan, both from the perspectives of its past application and future considerations of its use in determining goals, objectives, and policies of environment, planning, community services, transportation, open space and recreation, and economic development; and

WHEREAS, the Planning and Zoning Commission also conducted a public hearing regarding this matter on March 7, 2016 and heard testimony in support of updated Master Plan 2016 that had been

completed and recommended by the Master Plan Advisory Committee (MPAC), which contained a number of changes, and included, but was not limited to, the following:

1. Addition of a Goal Statement in the Environmental Element regarding legacy sites in the City and the protection of public health, safety, and welfare (**ENVIRONMENTAL – GOAL #5**).
2. Implementation of the Phase II requirements of the Clean Water Act for stormwater management in the City of Wildwood (**ENVIRONMENTAL – POLICY #1**).
3. Protection of the City's groundwater resources from depletion or misuse (**ENVIRONMENTAL – POLICY #18**).
4. Maintenance of the Town Center Area as the focal point of the community for commercial activities and higher density residential uses (**PLANNING – OBJECTIVE #7**).
5. Requirement that all land use matters be reviewed first by the Planning and Zoning Commission (**PLANNING - POLICY #9**).
6. Continuation of private contracts for public services (**COMMUNITY SERVICES – OBJECTIVE #4**).
7. Addition of a new goal and associated policy to first ensure the City's housing stock is preserved and maintained, while creating a working group of residents to consider the development of a re-occupancy permit inspection program for Wildwood associated with the sale of existing dwellings. (**COMMUNITY SERVICES – GOAL #5 AND POLICY #11**)
8. Provision of increased options for senior citizens in terms of all types of programs and activities (**COMMUNITY SERVICES – POLICY #10**).
9. Addition of a new goal that restates the City's position of "Save the Greenbelt, Stop the Outerbelt" (**TRANSPORTATION – GOAL #4**).
10. Employment of new approaches to transportation and infrastructure design to ensure it is multi-modal in nature (**TRANSPORTATION – OBJECTIVE #4**).
11. Reaffirmation of the City's support for the State Route 109 Corridor Study completed by the Missouri Department of Transportation in 1999 (**TRANSPORTATION – POLICY #2**).
12. Maintenance of the City's arterial roadway systems and identification of those streets and roadways (**TRANSPORTATION – POLICY #9**).
13. Study and development of a funding source for parks, trails, facilities, and their maintenance and upkeep (**OPEN SPACE AND RECREATION – POLICY #3**).
14. Development of a new Economic Development Element for the plan, along with four (4) goals, eight (8) objectives, and seven (7) policies (**ECONOMIC DEVELOPMENT - MULTIPLE**).
15. Modification of the current Conceptual Land Use Classifications for two (2) requests effecting three (3) tracts of land by amending the text descriptions of the Non-Urban Residential Area and the Sub-Urban Residential Area. These properties are the BP Amoco Service Station at Wild Horse Creek Road and State Route 109 and the Brown Properties at the terminus of West Avenue.

WHEREAS, with the adoption of the 2016 updated version of the Master Plan by the Planning and Zoning Commission on April 4, 2016, its members noted the following benefits were derived to the City from it and included these considerations:

1. Memorializes the history and successes of the last twenty (20) years as a community and recognizes the support of residents and property owners in this effort.
2. Reinforces the concept of the Town Center Area and the planning process associated with it.
3. Places greater responsibilities on developers of properties to protect groundwater resources for potable water purposes.
4. Requires the City to improve communication efforts with residents, property owners, and businesses about its regulations and laws, while improving current enforcement procedures associated with them.
5. Recognizes the need to provide a mix of housing types in the City for all age groups and income levels.
6. Encourages the more harmonic development of property with the surrounding natural and built environments.
7. Summarizes major challenges facing the City in the upcoming ten (10) year period.
8. Imports priority to providing Internet service to the whole community at a serviceable standard.
9. Supports the continued use of private contractors to provide public services.
10. Reinforces the current policies of the City in terms of addressing unsafe streets, roadways, and bridges by repair and replacement.
11. Demands more effort and resources be provided to improve open space and recreational opportunities in the City.
12. Reflects the desire of Wildwood residents to promote the area as a great place to have, expand, or open a business.

13. Maintains land use categories for the overwhelming majority of the City, thereby meeting the expectations of the community participating in this process.

WHEREAS, the City Council held a public hearing on this matter at its April 11, 2016 meeting and considered the information provided to it by the Planning and Zoning Commission, in the form of its Letter of Recommendation, and the testimony provided to it by others; and

WHEREAS, after duly published notices of the public hearings, the Planning and Zoning Commission has adopted amendments to the Master Plan reflecting these changes and the City Council also desires to address these amendments as the Conceptual Land Use Categories text and accompany map, while authorizing identical modifications to the Comprehensive Zoning Plan of the City; and

WHEREAS, the Planning and Zoning Commission's amendments to the City Master Plan (2016) and all of its related exhibits, appendices, maps, materials, text, and attachments, being included therein and referenced herein, and more specifically also incorporating the Town Center Plan, dated March 1, 2010, and on file with the City Clerk, along with its Regulating Plan component, as amended, and the Action Plan for Parks and Recreation - 2007 (dated November 13, 2007), are hereby acknowledged as the revised Master Plan of the City of Wildwood (hereinafter "Master Plan 2016"), Missouri.

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

Section One. The Master Plan 2016, which has been adopted by the action of the Planning and Zoning Commission, on April 4, 2016, and is attached to and incorporated herein, was received by the City on April 11, 2016 and will be formally endorsed and ratified by Resolution of this City Council on May 9, 2016.

Section Two. The portion of the Master Plan 2016 entitled "Conclusions and Conceptual Land Use Classifications" and its accompanying "Conceptual Land Use Classification Map" are further hereby adopted by the City Council, as the revised and amended Comprehensive Zoning Plan of the City of Wildwood, being pursuant to Section 3.9(b) of the City of Wildwood Charter.

Section Three. This ordinance shall be in full force and effect on and after its passage and approval by not less than two-thirds of the members of the City Council.

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 James R. Bowlin, Mayor

ATTEST:

_____
City Clerk

_____
City Clerk

Conclusions and Conceptual Land Use Classifications

The residents, business owners, and service providers who live and work in the City of Wildwood, Missouri, have participated in the development of this updated Master Plan through a series of meetings, public hearings, and written comments received by the Department of Planning and Parks. These meetings, hearings, and comments were intended to obtain all possible information and opinions from the community to begin defining its vision for the future. As one of St. Louis County's ninety-two (92) municipalities, and the largest in terms of geographic size, the City of Wildwood has always had a unique, but difficult task ahead of it, due to the amount of undeveloped land area located here. These circumstances create development pressures in an area, which has long been known for its rugged terrain and natural beauty and has drawn many of its residents here for these reasons. While responsible, sustainable development is acceptable, and encouraged within the Town Center and Industrial Areas of Wildwood, it must be noted the existing density of development in many of its watersheds ~~Caulks Creek Watershed~~ has produced environmental and fiscal situations that should not be repeated in the remaining quadrants' watershed areas located in the northwest, southwest and southern section of the southeast quadrant of the City.

This shared vision of the community began on February 7, 1995 at the polls and will be furthered through the adoption and implementation of this updated plan. The Master Plan addresses a number of areas relating to the City's policies on environmental protection, service provision, resource allocation, transportation analysis, public space, economic development, and land use development and control. The plan contains twenty-three (23) goal statements, thirty-five (35) statements of objectives, and an additional sixty-three (63) policy statements designed to achieve these objectives. The major highlights of these one hundred twenty-one (121) statements include the following:

ENVIRONMENTAL – ~~Of the five (5)~~ The goals and objectives in this element~~, the primary policy for the area is to~~ minimize environmental disturbance and damage within the existing developed areas, restore watersheds where erosion has negatively impacted the natural equilibrium, and prevent future disturbance or damage to both non-impacted and impacted areas. This protection and restoration is to be encouraged through the implementation of appropriate zoning densities and the clustering of lots to limit disturbance.

~~Of the twenty (20)~~ The policy statements in the Master Plan~~, the emphasis is on~~ emphasize improving standards and development practices to address the sensitive nature of the City's environment. The overall direction of these policies is to better manage the development process through the continued implementation of the City's environmental regulations, including the tree preservation and restoration and grading and excavation codes, while exerting greater control over activities, which could potentially degrade the environment, such as, unmaintained stormwater control and sewage facilities.

PLANNING – ~~Of the six (6)~~ The focus of the goals and objectives in this element ~~the primary consensus in this area~~ is to continue to consolidate more traditional urban densities in certain areas of the City where environmental characteristics,

access, existing development patterns, and availability of services are more favorable to this type of density. Additionally, the City should maintain its current five (5) land use categories called Non-Urban Residential, Sub-Urban Residential, Town Center, Industrial, and Historic.

~~Of the ten (10)~~ The policy statements in the Master Plan ~~the emphasis is on~~ emphasize limiting suburban development densities to the two (2) areas of the community, where this pattern already exists, while concentrating commercial and innovative higher density residential development to the Town Center. Furthermore, the Non-Urban District zoned areas of the City should continue to be considered a legitimate and permanent land use category. This designation will also further the effort to protect expectations of existing homeowners in those areas, promote the protection and linkage of the parks, ~~create a species/vegetation corridor between them,~~ and thus establish the concept of the greenbelt that the residents of this area have long supported.

COMMUNITY SERVICES – ~~Of the seven (7)~~ The goals and objectives in this element~~, the primary consensus is to~~ promote a level of development commensurate with the availability of support services. Where services are not available or severely hampered, development densities and intensities must be limited.

~~Of the eleven (11)~~ The policy statements ~~in the plan, the emphasis is on promoting~~ promote the concept of concurrency and managing the City's growth and expenditures based upon its longstanding rural character.

TRANSPORTATION – ~~Of the five (5)~~ The goals and objectives in this element~~, the primary consensus is to~~ promote a network of safe and efficient roads in the community, which are designed to serve the needs of the City. The construction or improvement of the area's roadway system should be based upon the unique characteristics of its environment and level of development, while also cognizant of increasing traffic volumes in certain areas necessitating certain changes for safety of users and travelers.

~~Of the eleven (11)~~ The policy statements in the Master Plan~~, the emphasis is on~~ emphasize limiting the improvement of the area's roadway network to primarily two (2) lane arterial roads, including State Route 109. Additionally, the level of topical safety improvements should be based on specific plans developed for each of the roadways located in the City's eight (8) wards, including Town Center. Roads serving the Non-Urban Residential area should be built to City standards, but remain private, while those streets in the Sub-Urban Residential areas and the Town Center should be publicly maintained, except where specific circumstances dictate to the contrary.

OPEN SPACE AND RECREATION – ~~Of the seven (7)~~ The goals and objectives in this element~~, the primary consensus is to~~ protect the regional park system and encourage the eventual development of the greenbelt linkage between these publicly-held properties as noted in St. Louis County's first Parks Plan in 1965.

~~Of the ten (10)~~ The policy statements in the Master Plan ~~the emphasis is on creating policies~~ emphasize the creation of strategies and programs to encourage the dedication of land between these parks for inclusion in the greenbelt, thereby protecting these facilities from inappropriate development, and fostering the establishment of active park and trail facilities in Wildwood for the overall health of the community and region. ~~of the wildlife species/vegetation corridor.~~

-

ECONOMIC DEVELOPMENT – The goals and objectives in this element emphasize an environment that is conducive to retaining businesses already located in the City, through regular communication with them, strategic updates of regulations applicable to them, and better promotion of City programs for assistance in this regard. Along with business retention, this element's goals and objectives promote a targeted approach to economic development, which includes engaging an individual, who is responsible for this initiative, on a full to part-time basis, depending on need.

The policy statements in the Master Plan emphasize the creation of new approaches to promote Wildwood and its Town Center to area residents, and the overall region. Additionally, several of these policy statements seek for the City to provide certain benchmark activities to improve the business environment of Wildwood, including completing Phase Three of the Manchester Road Streetscape Project.

Conceptual Land Use Categories

This Master Plan is unique and one which is used on a daily basis in making the City of Wildwood a better place to live, work and play indicative of the level of concern its residents hold regarding preservation of the City's natural attributes and rural character for future generations to enjoy. In attempting to accomplish this goal, the implementation of land use policies is paramount. As discussed in the preceding summary, the community has reached a consensus on this policy and it is as follows: there should be five (5) major land use designations in the City --- Non-Urban Residential, Sub-Urban Residential, Industrial, Town Center, and Historic [Fifth Land Use Category - Historic was added to Master Plan with Ordinance #883 on October 14, 2002]. Each of these designations are described in greater detail below:

NON-URBAN RESIDENTIAL - This category contains the areas of the City currently zoned NU Non-Urban Residence District, **including one (1) commercially zoned property (Amended C-8 Planned Commercial District).** Principally located west of the State Route 109 corridor, but additional properties of similar zoning and nature are found in all quadrants of the City.

The Non-Urban Residential Area is generally not served by public sewer or water and is dependent upon individual systems for these services. Characteristically, the land area is steeply sloping, heavily vegetated, and relatively undeveloped in terms of traditional urban densities. The adjoining land use pattern is principally low density residential or parkland and access is limited to a network of rural roadways characterized by narrow widths, one-lane bridges, no shoulders, steep hills, and poor alignments. These characteristics are aesthetically desirable, but also at the same time dictate a low-density residential pattern (generally three (3) acre lots or greater in size) for the future. Additionally, existing developments on lots of three (3) acres or more in these areas strongly weigh against any new development of higher densities in this land use designation. **Regarding the one (1) commercially zoned property located at the southeast corner of State Route 109/Wild Horse Creek Road, its designation should be retained, as part of an Amended C-8 Planned Commercial District classification within this land use area, but for the sale of beer and wine only. However, no further commercial designations of properties located beyond this site should be considered, thereby acknowledging this previous zoning was part of St. Louis County's rejected land use policy and not the City of Wildwood.**

~~This category contains the areas of the City currently zoned NU Non-Urban District. Principally, this area is located west of the State Route 109 corridor, but additional properties of similar zoning and nature are found in all quadrants of the City. The Non-Urban Residential area is generally not served by public sewer or water and is dependent upon individual systems and/or package systems for these services. Characteristically, the land area is steeply sloping, heavily vegetated, and relatively undeveloped in terms of traditional urban densities. The adjoining land use pattern is principally low density residential or parkland and access is limited to a network of rural roadways characterized by narrow widths, one-lane bridges, no shoulders, steep hills, and poor alignments. These characteristics are aesthetically desirable, but also at the same time dictate a low-density residential pattern (generally three (3) acre lots or greater in size) for the future. Additionally, existing developments on lots of three (3) acres or more in these areas strongly weigh against any new development of higher densities in this land use designation.~~

SUB-URBAN RESIDENTIAL - This category contains the areas of the City currently zoned for more intensive urban designations, such as the R-1 One Acre Residence District to the R-6A 4,000 square foot Residence District, including eight (8) commercially zoned properties (Amended C-8 Planned Commercial District). These two (2) areas are located east of the State Route 109 corridor and within the northeast and southeast quadrants of the City. Public sewer and water systems, along with a number of other services from additional utilities, generally serve these areas. The land's characteristics in these designations are

more varied than the Non-Urban Residential areas of the City. Primarily, the land varies between steeply-sloping to rolling topography, forested to pasture, and to some extent has been disturbed by previous development, particularly in the Caulks Creek Watershed. Surrounding land use patterns are low to medium density residential, with limited commercial and institutional development as well. Access into these areas is principally from the State Route 100 or 109 corridors onto a system of formerly rural roads somewhat improved as development progressed into these areas. Given their proximity to existing development, a low-medium density residential development pattern would be compatible in this area, subject to the environmental limitations of any given site that may require lower densities or alternative designs. With the variability of site characteristics in these areas, the appropriate zoning designations in the range of the NU Non-Urban District to the R-1 One Acre Residence District, with a minimum lot size of 15,000 square feet as part of a Planned Residential Development (PRD), are appropriate, **excepting three (3) properties located at the terminuses of Center and West Avenues. These three (3) properties can be considered suitable for a greater residential land use density of one point seven five (1.75) units per acre, where appropriate, given their relative placements between high density land uses associated with St. Louis County's past actions and proximity to the Town Center Area's Boundary.** Regarding the eight (8) commercially-zoned properties located in and around the Clayton Road/Strecker Road intersection, their designation should be retained as part of an Amended C-8 Planned Commercial District classification within this land use area limiting the intensity of the commercial uses to C-1 authorized uses and requiring the neighborhood compatibility of the development. However, no future commercial designations of properties located in either of these areas should be considered, thereby acknowledging all such previous zonings were part of St. Louis County's rejected land use policy and not the City of Wildwood's. The relative level of appropriateness for individual lot sizes within these zoning designations is premised on a number of variables, not withstanding surrounding development patterns and the extent of natural resource attribute restrictions exhibited by the individual sites. Therefore, the smallest minimum lot size of 15,000 square feet may not be appropriate on all sites and shall be viewed on a case-by-case basis to ensure its sensitivity to the objectives and policies of this Master Plan.

INDUSTRIAL - This category contains the areas of the City currently zoned M-3 Planned Industrial District and are primarily located in the Chesterfield Valley in the northwest quadrant of the City, which borders the Missouri River. This designation also includes one (1) isolated site along Ruck Road in the southeast quadrant of the City. This property is utilized for the St. Louis County Department of Highways and Traffic District garage/storage yard. Access to this property is by a County-maintained local road, not designated for heavy truck traffic. Given the isolated nature of this site and the predominant land use

pattern around it, the expansion of the industrial activities would be inappropriate. Whereas, in the Chesterfield Valley, the development of these properties for the uses permitted under the site specific ordinance created at the time of the M-3 Planned Industrial District's adoption would be reasonable and supportable by the City.

TOWN CENTER - This category contains the areas of the City currently zoned either NU Non-Urban District or C-8 Planned Commercial District and include the historic communities of Grover and Pond. This area is primarily centered in the wedge of properties bordered by State Route 100, State Route 109, and Manchester Road, with a small extension to the west along Manchester Road to Pond. A majority of this area is located inside public sewer and water service areas, but also relies upon individual systems for the provision of these services. The characteristics of the land are less restrictive than the remainder of the City and can be described as rolling to gently-sloping, forested to pasture, or developed. Many of these properties have been disturbed by previous development, given the long history of settlement associated with the two (2) communities. There are a mix of uses ranging from single family residences on very small lots and three acre developments, commercial businesses, and institutional uses to agricultural lands. Access to this area is good due to its proximity to the two (2) State roadways and Manchester Road. With their traditional heritage as the commercial centers of the area, Pond, Grover, and the surrounding properties offer an excellent location for the Town Center, which would include a mix of high density residential developments and commercial uses of a neighborhood orientation. The density of residential development should not exceed the R-6A 4,000 square foot Residence District (unless authorized by City Council as part of a site-specific ordinance) and would only be considered in this Town Center Area as part of a Planned Residential Development (PRD).

The intent of the Town Center is to create a center where a sense of community is established through the use of creative and innovative development features. These features will include: active and passive green space; interconnecting pedestrian pathways; family-owned and operated businesses; architecturally harmonious designs; integration and preservation of historical sites and local history; blending of local commercial development with appropriately buffered and situated residential development; an integrated system for sanitary and storm sewers; and protection of environmentally sensitive tracts. The Town Center should have a centralized area of park space that can be used as a gathering place for area residents to interact and truly develop a sense of place in their community, with plazas and mini-parks intermingled amongst future residential and commercial developments.

HISTORIC - This category contains properties or areas, which are listed on the

City of Wildwood's Historic Register and can be located throughout the community, but only upon land zoned NU Non-Urban Residence District or the FPNU Floodplain Non-Urban Residence District, and not within the boundaries of the Town Center. The Historic Category is intended to provide property owners the opportunity to utilize their buildings, structures, or areas to a greater extent possible than normally allowed under their current Master Plan land use category or zoning district designation as an incentive for their preservation, protection, or adaptive reuse. Designation of properties or areas must meet the criteria listed in the Historic Preservation Ordinance for their nomination and consideration. The designation of properties or areas to this land use category must be approved by the Historic Preservation Commission, the Planning and Zoning Commission, and the City Council and only becomes effective when the owner agrees to have the property or area placed on the City's Historic Register and this designation is finalized. Future use of a historic property or an area will be premised on the surrounding land use pattern, access, utility service, and the sites' natural features and must provide a true community benefit for its consideration.

Conceptual Land Use Categories Map

The City's Charter is unique in that, when the voters of Wildwood approved it, it included a provision, which linked it to the Master Plan. This link was accomplished by adopting the Master Plan's Conceptual Land Use Category Plan as the Charter's Comprehensive Zoning Plan. Both of these plans, show as maps within each such document, create a legal requirement for land use decisions to correspond between these two (2) components. Therefore, the City Council cannot approve any zoning change that is inconsistent with the Conceptual Land Use Category Plan of the Master Plan, which is set forth in the Charter. Zoning amendments contrary to these maps are prohibited and may only be made by first amending the Comprehensive Zoning Plan itself, so that these types of decisions are always supported by an established document. The City has, therefore, created a system of checks and balances that elevates land use decisions to a status of significance that few other cities have chosen to incorporate into these development processes.

As the Master Plan Advisory Committee considered changes to the Conceptual Land Use Categories Map of this document, it recognized the significance of potential changes to property designations and chose to consider them carefully and based upon clear and rational criteria. This Master Plan represents the single most important representation of future land use over the next ten (10) year period. The protection offered by this Master Plan is expressed by the very limited number of changes that occurred to it in its first twenty (20) years of application (1996 – 2016). Providing property owners expectation on how parcels of ground may be utilized is one of the principal benefits of the City's planning processes. As a result of this process, and the importance of this Master Plan, the Master Plan Advisory Committee ultimately made very few changes to the existing Conceptual Land Use Categories Map. These changes are described in detail in Appendix I of the Master Plan.

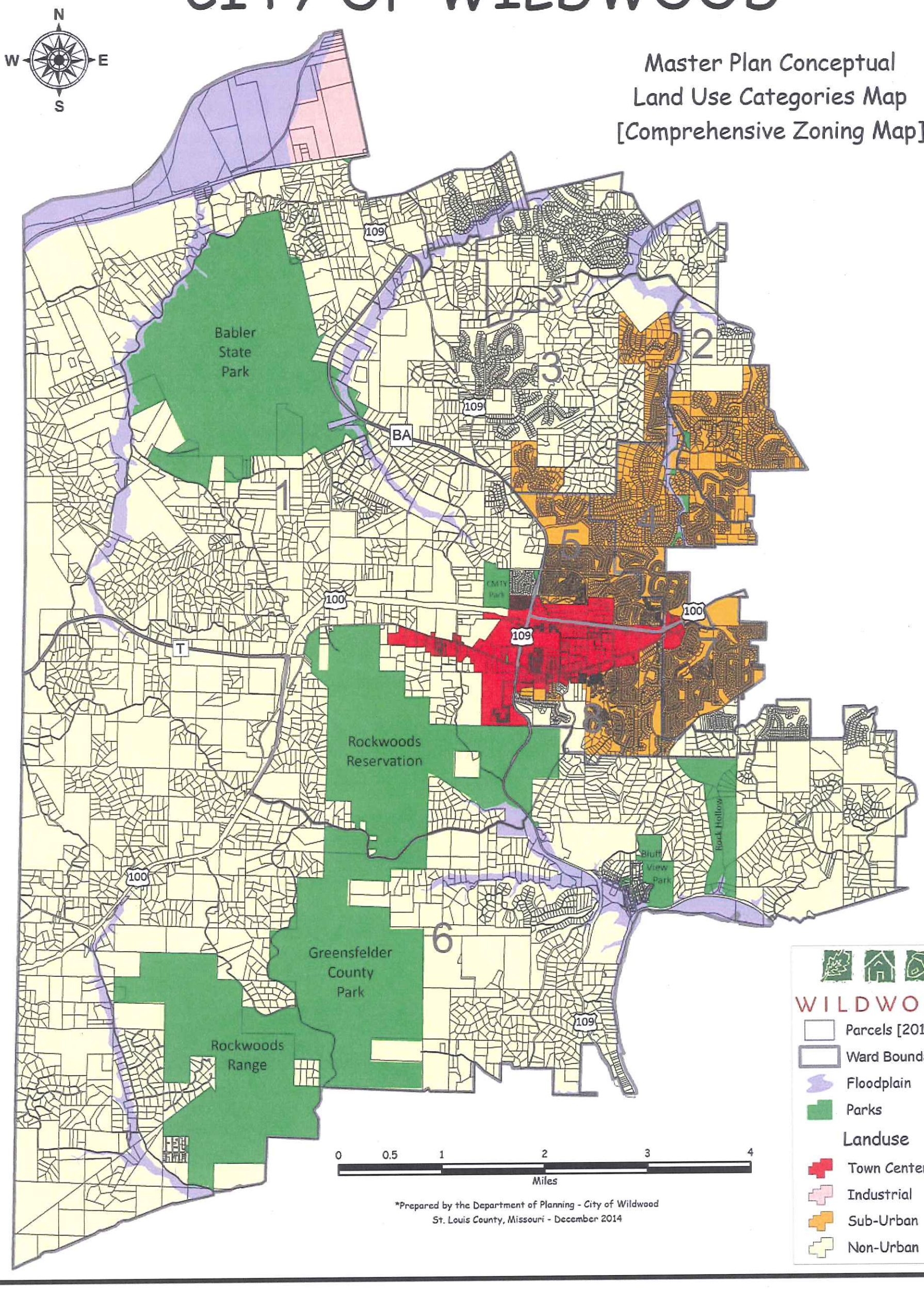
Although some changes were made, based upon the data and comments compiled through the update process, future modifications to properties were also discussed in the context of a specific set of criteria premised on unique circumstances or specific conditions not anticipated at this time. In no instance did the Master Plan Advisory Committee agree the previous policies of St. Louis County should be used to justify a future change to the Master Plan's Conceptual Land Use Categories Map. The Master Plan Advisory Committee noted that certain higher density residential developments and isolated commercial projects do exist in locations designated Non-Urban Residential Area in the original Master Plan, as legal non-conforming uses, and creating these non-conformities at that time was an appropriate policy that should be continued. This policy protects the character of Wildwood from previous land use decisions that were made with little regard to the overall impact upon the larger landscape and enforces the City's direction to not continue this application. ~~Equally, the advisory committee did agree that surrounding land use, on one (1) properties (Property #9 in Appendix VI), could ultimately be considered as part of a land use change proposal, but only where its benefit to the community is clearly definable public safety considerations are substantial.~~

In all, this group of volunteers responded to the input it received from the public input sessions and respected the system of checks and balances in place, as part of the Master Plan and Charter of the City to protect the character of Wildwood and limit the number of overall changes relating to land use. This action is reflected in the revised Conceptual Land Use Categories Map that is part of this Master Plan.

Conceptual Land Use Categories Map on next page.

CITY OF WILDWOOD

Master Plan Conceptual
Land Use Categories Map
[Comprehensive Zoning Map]



*Prepared by the Department of Planning - City of Wildwood
St. Louis County, Missouri - December 2014

BILL #2177

ORDINANCE #2177

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI REVOKING A LANDMARK AND PRESERVATION AREA (LPA) THAT WAS GRANTED UPON A THREE (3) ACRE PROPERTY THAT IS LOCATED ON THE WEST SIDE OF CENTAUR ROAD, NORTH OF WILD HORSE CREEK ROAD, THEREBY ELIMINATING THE POTENTIAL ALLOWANCES FOR ITS EXPANDED REUSE FOR COMMERCIAL ACTIVITIES; ALL BEING CONSISTENT WITH THE REPORT ON THIS MATTER THAT WAS PREPARED BY THE PLANNING AND ZONING COMMISSION AND DATED APRIL 4, 2016 – PZ. 24-14 Centaur Station, c/o Michael Phelan. (Ward One)

WHEREAS, the protection and, whenever possible, the reuse of historic elements of the City of Wildwood is a high priority and requires special attention of its officials in this regard; and

WHEREAS, the owner of a major historical element in the community of Centaur had restored a two (2) story brick dwelling that had been a general store and many other uses over its long existence; and

WHEREAS, with restoration of this historical element completed, the owner of it approached the City to determine if some type of commercial activity could be considered at this location, given the character of the building, its past history, and the number of bicyclists that pass through the area on any given weekend day; and

WHEREAS, the Department of Planning recommended the use of the Landmark and Preservation Area (LPA) for this opportunity, given, if approved, would allow some limited commercial activities in this floodplain residence district zoned site (FPNU - Floodplain Non-Urban Residence District), which the owner of the historical element supported, began the process, and completed it in October 2014; and

WHEREAS, with the granting of the Landmark and Preservation Area (LPA), the Historic Preservation Commission, the Planning and Zoning Commission, and City Council all believed for this property to receive this incentive in terms of land use options in a residential area located in the floodplain of the Missouri River, it should be placed on the City of Wildwood's Historic Registry; and

WHEREAS, the property owner began this registry process, but abruptly stopped, and then advised the Department of Planning it was now his intent not to proceed with the registry request; and

WHEREAS, additionally, while this matter was being discussed, a major timeline for the submittal of a Site Development Plan for the project passed as well; and

WHEREAS, given the property owner's decision, the matter was presented to the City's Historic Preservation Commission, which agreed the Landmark and Preservation Area (LPA) was premised on this property becoming part of the City's registry and, without such, should not be able to avail itself to such use; and

WHEREAS, the Planning and Zoning Commission received this recommendation from the Historic Preservation Commission and, with the Department of Planning's assistance, began the process to revoke the Landmark and Preservation Area (LPA) that had been granted to this historical element; and

WHEREAS, the Planning and Zoning Commission completed its review of this matter on April 4, 2016 and forwarded a recommendation report supporting the removal of the overlay district from the tract of land, which the City Council received on April 11, 2016 and held a public hearing in this regard; and

WHEREAS, after the public hearing, the City Council, agreeing with the rationales in the Planning and Zoning Commission's Letter of Recommendation, authorized the Department of Planning to prepare the necessary legislation for the revocation of the Landmark and Preservation Area (LPA) due to the failure of the property owner to complete the registry process, the lapsed timeline for the required plan submittal, and concerns about future precedence; and

WHEREAS, the bill that would authorize the revocation of the application of the Landmark and Preservation Area (LPA) has been prepared in accordance with City codes and regulations in this regard and

is within the legislative authority of the City Council, under State Statute and City Charter to proceed forward in its consideration.

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

Section One. The City of Wildwood Zoning Ordinance, and Official Zoning District Maps, which are made a part hereof, are hereby amended by the revocation of the Landmark and Preservation Area (LPA) upon the subject three (3) acre tract of land, as set forth in this ordinance for the following described lot(s): Lot 1 of the Fehrenbach Subdivision (107 Centaur Road) - St. Louis County Locator Number 19X410082 and Lot 9 of the Fehrenbach Subdivision (109 Centaur Road) - St. Louis County Locator Number 19Y620026.

Section Two. 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 James R. Bowlin, Mayor

ATTEST:

_____ _____

City Clerk City Clerk

BILL #2178 **ORDINANCE #2178**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH L. KRUPP CONSTRUCTION FOR THE RESURFACING OF ALT ROAD, ALLENTON ROAD, HARDT ROAD, AND EATHERTON ROAD (FROM ROUTE 109 TO WILD HORSE CREEK ROAD), INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON THE 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 a contract with L. Krupp Construction for the resurfacing of Alt Road, Allenton Road, Hardt Road and Eatherton Road (from Route 109 to Wild Horse Creek Road), including traffic control and other incidental items as shown on construction drawings and specifications. 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 $831,142.16, 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 $875,000.00.

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 James R. Bowlin, 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 May , 2016, by and between the City of Wildwood, Missouri (hereinafter called the "City") and L. Krupp Construction Inc. with offices located at 415 Old State Road Elliville, MO 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 : 90

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 $ 831,142.16 (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-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 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 established by RSMo. 537.610 et.seq.

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 Rotomilling existing asphalt roads, and placing new asphalt and installing new pavement markings 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.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY 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 #2179 **ORDINANCE #2179**

AN ORDINANCE AMENDING CHAPTER 210 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE BY REPEALING AND RE-ENACTING SECTION 210.040 PERTAINING TO THE OFFENSE OF PARENTAL NEGLECT.

WHEREAS, the Board of Public Safety is recommending that Section 210.040 of the Wildwood Municipal Code relating to the offense of parental neglect be amended in order to conform to the St. Louis County Code and State law on the subject; and

WHEREAS, the City Council concurs with this recommendation and desires to amend Section 210.040 as set forth herein.

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

Section One. Chapter 210 of the Code of Ordinances entitled "Offenses" is hereby amended by deleting the existing Section 210.040 (Parental Neglect - Prohibited) in its entirety and enacting in its place a new Section 210.040, including a new title, to read as follows:

210.040. Child Endangerment - Prohibited.

A. A person commits the offense of endangering the welfare of a child if:

1. He or she knowingly acts in a manner that creates a substantial risk to the life, body or health of a child less than seventeen (17) years old; or

2. He or she knowingly permits, encourages, aids or causes a child less than seventeen (17) years old to commit an act which violates the statutes of the United States, the statutes of the State of Missouri or the ordinances of the City of Wildwood, Missouri; or

3. He or she operates a vehicle in violation of Subdivision (2) or (3) of Subsection 1 of Section 565.024 RSMo, Subdivision (4) of Subsection 1 of Section 565.060 RSMo, Section 577.010 RSMo, Section 577.012 RSMo, or Section 342.010 or 342.020 of this Code, while knowing that a child less than seventeen (17) years old is present in the vehicle.

4. He or she unlawfully possesses, sells, manufactures or uses any controlled substance or drug paraphernalia as each is defined by chapter 195 RSMo, in violation of the statutes of the United States, the statutes of the State of Missouri or Section 210.350 or 210.360 of this Code, while knowing that a child less than seventeen (17) years old is present;

B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he or she is being provided nonmedical remedial treatment recognized and permitted under the laws of this State.

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

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

_____
Presiding Officer

_____
JAMES R. BOWLIN, MAYOR

ATTEST:

ATTEST:

_____
City Clerk

_____
City Clerk

BILL #2180 **ORDINANCE #2180**

AN ORDINANCE ADOPTING AN ECONOMIC DEVELOPMENT PLAN FOR THE CITY OF WILDWOOD.

WHEREAS, over the course of the past year, the Economic Development Task Force has been developing a plan for identifying opportunities to complete the vision for the Town Center and promote economic growth throughout the City; and

WHEREAS, at its April 12, 2016 Meeting, the Economic Development Task Force endorsed an Economic Development Plan for the City of Wildwood and recommended that the Planning/Economic Development/Parks Committee review and endorse said plan as well; and

WHEREAS, at its April 19, 2016 Meeting, the Planning/Economic Development/Parks Committee endorsed the recommended Economic Development Plan for the City of Wildwood, and is now forwarding its recommendation for the final adoption of the Plan to the City Council for final consideration.

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

Section One. That the City of Wildwood Economic Development Plan is hereby adopted as attached hereto and incorporated herein.

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

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

_____ _____

Presiding Officer James R. Bowlin, Mayor

ATTEST: ATTEST:

_____ _____

City Clerk City Clerk

City of Wildwood, MO

Economic Development Plan

April 2016

HOUSEAL LAVIGNE ASSOCIATES

Table of Contents

1 Introduction 1

2 Community Outreach 5

3 Market & Demographics 13

4 Town Center Districts 41

5 Economic Development Vision 45

6 Implementation 61

prepared by

HOUSEAL LAVIGNE ASSOCIATES

1 INTRODUCTION

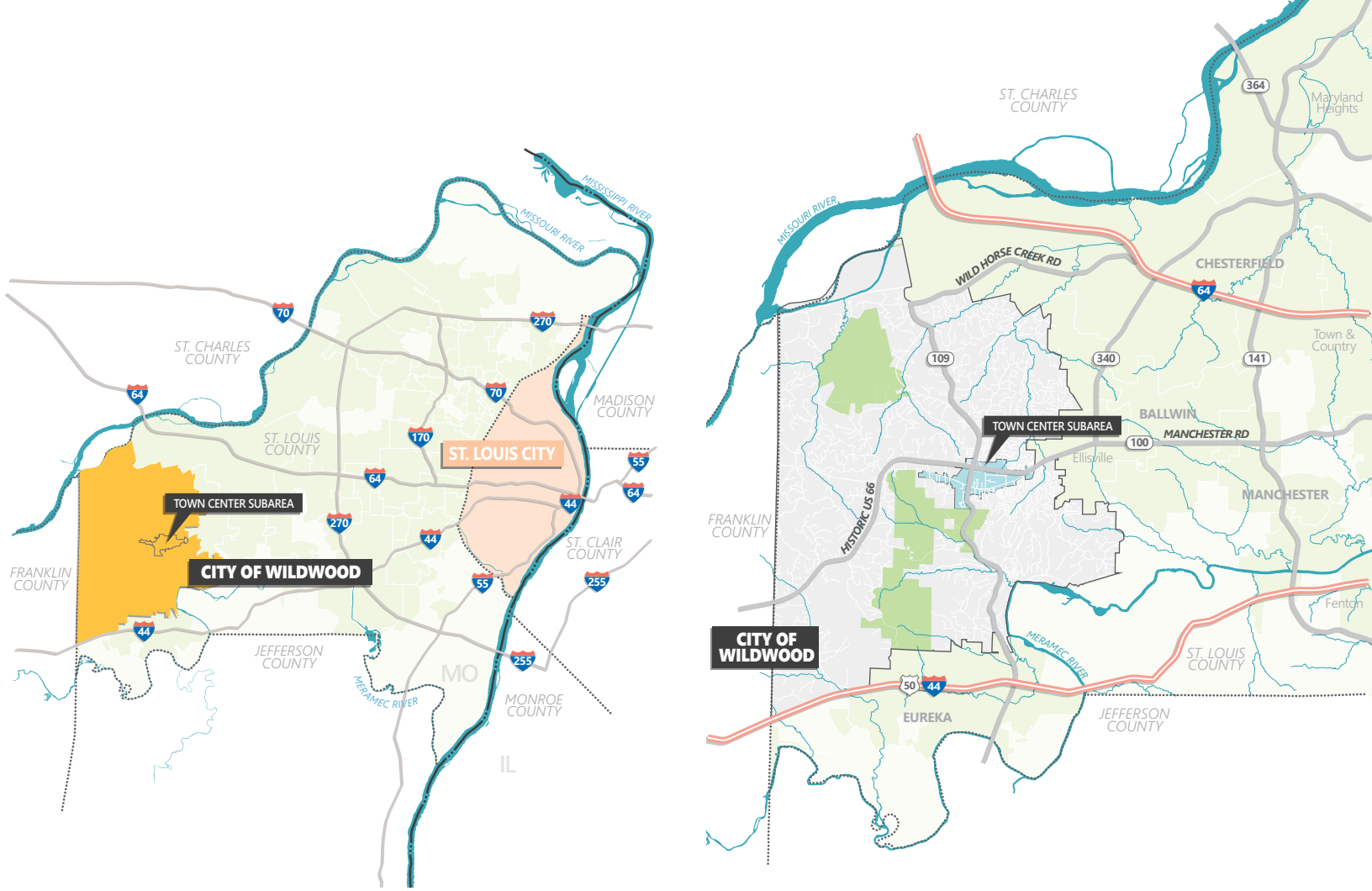
The Wildwood community was founded with a very clear and shared vision that achieved broad support across the city in the 1990s. The community was established through a commitment to preserving and conserving the area's natural beauty while developing aligned with New Urbanist design principles. Wildwood is unique, not only among other St. Louis County suburbs, but is distinctive in a manner that separates it from most American suburbs.

It is clear that Wildwood still values its vision and prides itself on what has been accomplished thus far. To that end, there is not a call for wholesale shifts in strategy or vision. Wildwood's place within the St. Louis region is competitive and strong, and there are many local assets and strengths. The community's economic development vision is about achieving Wildwood's full potential, not changing who it is today.

Throughout the outreach process participants cited that at its core, Wildwood has great residential areas, schools, institutions, open spaces, outdoor recreation, and community events. To a degree, the sentiment appears that over the past twenty years Wildwood has achieved its original vision and stands as one of the most desirable communities in the greater St. Louis metropolitan area. However, the City's commercial areas still present some persistent challenges and have not fully developed to their potential. The general sentiment is that additional focus on economic development is needed to complete the total fulfillment of the City's original vision.

Understanding that context, Wildwood's economic development mission should be a targeted, or "surgical," approach to identifying opportunities to complete the vision for the Town Center and promote economic growth throughout the city. A key aspect of this is maintaining the intended character of the community while also recognizing the new housing development under consideration within the Town Center and identifying the types of business and uses that will best serve Wildwood residents and visitors.

DRAFT
FOR ADOPTION



Community Context

Wildwood is a primarily residential community of approximately 35,000 residents located in far "West County" in the suburban St. Louis County region. The City is generally located in-between I-64, I-270, and I-44, and while none of these major interstate corridors travel through Wildwood, they still play a critical role in shaping its character and potential. Unlike much of the St. Louis region, Wildwood is distinctively defined by its considerable terrain and changes in elevation, presenting a very attractive rolling, wooded community character that reflects its place as a gateway to the Ozark foothills.

The City itself is largely defined by an east-and-west boundary along Missouri Highway 109, with areas to the west being more natural, low-density, and heavily wooded, and areas to the east more reflective of suburban densities and development patterns. Further, Manchester Road and Highway 100 (a historic U.S. Route 66 corridor) also primarily shapes Wildwood's urban design, transportation functionality, and land development patterns. This corridor largely links Wildwood to the rest of the St. Louis region, providing access to Chesterfield, while also traveling through nearby Ellisville, Ballwin, and Manchester, stretching all the way to the Chouteau Avenue district in Downtown St. Louis on the Mississippi River.

The City contains a considerable amount of parks, open space, and high-quality outdoor recreation, highlighted by a series of heavily wooded county and state parks, a number of equestrian facilities, and a ski resort. The community features its own schools, many of which are clustered on Highway 109 near Passiglia's Nursery & Garden.

Further, Wildwood features significant community facilities, such as the YMCA and a St. Louis Community College campus. Manchester Road represents much of the community's heritage and historic buildings, including the Pond Historic District. Wildwood is unique in having one of the few New Urbanist town centers in the St. Louis region, which is anchored by a contemporarily designed, walkable, and pedestrian-oriented "downtown" that features a range of mixed land uses.

Wildwood presents an appealing blend of residential, commercial, religious, educational, and employment land uses set against a backdrop of beautiful open spaces that has positioned the City as one of the most desirable communities in the St. Louis region.

DRAFT
FOR ADOPTION

Recent Planning Efforts

The City of Wildwood regularly conducts strategic planning and through the Economic Development Task Force has established some short-term goals. Further, the City is currently in the process of updating the community master plan, guiding land use policy and public investment for years into the future. Future economic development efforts should align with these goals and reinforce those ongoing efforts. Important recent accomplishments, goals, and initiatives from these efforts include:

- Updating the Town Center Plan
- Identifying the City's Assets
- Developing a branding campaign
- Stimulating non-retail job growth
- Adding an economic development component to the City's website
- Develop a pool of advisors on economic development policies and practices
- Assign staff time and resources to the Economic Development Task Force
- Better leverage social networking
- Continue the City's CIP program and strategic long-term planning

Prevailing Trends

A study of Wildwood's current and forecasted demographic trends, as well as its housing, retail, office, and industrial markets was conducted to form an economic baseline for planning. A presentation of its full detail, including a series of maps, charts, tables, and graphics is contained within Chapter 3: Market Study. A selection of the most relevant and impactful data and analysis is summarized here:

- **Population has been stagnant in recent decades.** Wildwood has 35,618 residents according to 2015 population estimates, and is forecasted to remain relatively unchanged into 2020, based on historical data.
- **Population is Aging.** Wildwood's current median age is 42.9, which is nearly four years higher than the St. Louis region average, or more than 10% higher; further, the population is forecasted to continue to age to nearly 45 years by 2020, representing an increase of approximately 8% since 2010. Generally, Wildwood's population reflects older "Baby Boomer" populations with an increasing number of retirees. This trend is also reflected in a decrease in household size over the last decade.
- **Wildwood is a High-Income Community.** The City's current median household income is approximately $120,000 and projected to increase to more than $140,000 by the 2020s. Generally, Wildwood is one of the highest household income communities in the St. Louis region and will continue to be in the future.
- **Wildwood is a Bedroom Community.** Typical of most suburban communities, very few residents both live and work in Wildwood. Further, while more than 15,000 residents commute outside of the City for employment, only approximately 5,000 non-residents travel to Wildwood for work. Wildwood only contains 17 jobs per 100 residents, which is generally considered a low ratio, although on par with low-density suburban communities.

DRAFT
FOR ADOPTION

- **Employment Growth is Slowly Building.** Despite a small, local employment base, Wildwood has been adding jobs and rebounding from the recession more quickly than other parts of the St. Louis region. A forecast based on State of Missouri Department of Economic Development data indicates that Wildwood could capture approximately 580 new jobs by the early 2020s; further, far Southwest County along the I-64 and I-44 corridors is anticipated to experience an increasing amount of job growth, in comparison to older parts of St. Louis County.
- **Housing Unit Construction is Growing.** The City of Wildwood currently contains 11,086 housing units, of which 97% are occupied; in general, the community contains very little residential vacancy and resale rates are strong. New housing construction forecasts are modest, predicting an increase of just over 100 units, or about a 1% increase in the City's total stock of units.
- **Wildwood Housing is Desirable.** The typical "Wildwood home" is an owner-occupied, four-bedroom, single-family detached unit. Only 8.7% of occupied housing units are rental and less than 10% of total units are of any other housing type than single-family detached. Wildwood's housing stock is very new, with nearly 60% constructed since 1990, and its home values are forecasted to rise at a faster rate than the St. Louis metropolitan area. Wildwood's housing is competitive with neighboring communities and reflects the West County market, particularly in comparison to Chesterfield and the Manchester Road communities of Ellisville, Ballwin, and Manchester.
- **There is Retail Development Potential, Albeit Competitive.** Using a drivetime analysis of the three major commercial intersections in Wildwood, it appears the 10, 15, and 20 minute drivetime markets are undersupplied in general, and specifically in trade area segments such as furniture and home goods stores, food and beverage stores, food service and drinking places, general merchandise stores, and gasoline and convenience market stations. There are important differences in the City's business districts and within the drivetime trade areas; these market differences are detailed in the full market study.
- **The Regional St. Louis Office Market is Slowly Recovering.** The St. Louis Metropolitan Area saw positive trends in the regional office market in 2014, highlighted by almost a million square feet of positive absorption as the regional market continues to return to pre-recession figures. Vacancy in the market is down to 15.1%, and most of the submarkets are now below pre-recession vacancy rates. The West County submarket is highlighted by decreasing vacancies and some small-scale new construction, although most of that activity is found in the I-270 and I-64 corridors and focused on new Class A space.
- **Industrial Opportunities Appear Selective.** Regionally, St. Louis is a strong industrial development market, taken from a broader Midwestern market perspective. The 2014 cycle built on positive trends experiencing increases in net absorption and a vacancy rate of 6.2%. The market saw over 3.8 million square feet of net absorption in 2014, more than doubling the absorption rate for the prior year. However, most of the new construction is occurring in interstate corridors and the far West County submarket has experienced few large-scale industrial projects. Wildwood's position in the existing industrial market appears to be secondary to the interstate corridors, and local demand has not been demonstrated as a submarket strength to-date.

2 COMMUNITY OUTREACH

Community outreach is an integral part of the planning process. Outreach activities included meeting with City staff, appointed and elected officials through the Economic Development Task Force, as well as conducting stakeholder interviews with approximately twenty-five individuals. These confidential interviews discussed a wide range of topics with individuals representing local, small businesses and restaurants, large developers, the realty and commercial listing community, homebuilders, community organizations and institutions, Wildwood residents, and business association members. Their insights and analysis is presented in the following list of issue-based categories.

It should be noted, the following is a summary of the thoughts, comments, and opinions received in response to interview questions. Items identified in this summary are not recommendations or observations of the consultant, but rather feedback and comments received from workshop, interview, and focus group participants. This feedback is presented at face-value and captures the viewpoints as we received them. Their validity and application will be further evaluated as part of the planning process and in establishing goals and objectives.

Defining Wildwood's Future

Many participants stressed that Wildwood had a clear vision 20 years ago when the community was founded, but expressed concern that after two decades that original vision was not materializing. Specifically, comments included that the Town Center, as envisioned, is "way too big, way too ambitious," that local codes and development regulations no longer match post-recession economic realities, that the City is not acknowledging meaningful shifts in national retail trends since the 1990s (including online commerce), and that Wildwood is missing opportunities that neighboring communities are seizing because it is holding onto unrealistic expectations. One participant described the vision for the Town Center as "old fashioned neighborhoods where you walked to Main Street to get ice from the general store," and expressed concern that ideal was not supported by today's market in Wildwood, primarily because it lacks the residential density of older 19th Century cities and traditional neighborhoods.

DRAFT
FOR ADOPTION

Generally, participants stated that they felt Wildwood's elected and appointed officials need to be more clear on their intent or desires for the City's economic development and that this process needs to clearly articulate that vision as well as community goals. One participant summarized this sentiment as, "Wildwood has always known who it was as a residential community, and it's fantastic – but the City never has seemed to have a clear vision for its commercial areas and they've been slow to develop an identity." Another participant captured it as, "many people want to live in Wildwood, it is seen as a great place to live, but I'm not sure people think about it as anything else – as a place to visit or shop like other suburbs."

Recognizing the Whole City's Potential

Many participants stressed that the City's emphasis on the Town Center has perhaps resulted in a lack of attention to developing citywide strategies. Although the City serves as a destination for a variety of reasons, tn general, participants feel Wildwood could particularly serve as a destination "ecotourism" hub for the St. Louis region, building on the area's numerous equestrian facilities, open space, trails, large parks and forest preserves, and the Hidden Valley Ski area. Some participants were disappointed Hidden Valley's golf course closed and felt Wildwood lent itself to golf facilities alongside its other outdoor recreation opportunities. One participant dubbed this market as "yuppie rural," where another felt Wildwood was not tapping into youth and family recreation opportunities, including athletic facilities, as much as it could.

However, participants noted that most outdoor recreation tourists are accessing the area via I-44 and the lack of restaurant, lodging, and conference, banquet, or meeting space in Wildwood meant that this foot traffic is leaving the City. In general, participants expressed they felt part of the vision for Wildwood's development needs to include strategies to leverage Wildwood's natural assets to attract visitors to the community, and then keep them in the area to better create a "day tourism" or weekend trip destination.

Closing Businesses & Residential Quality-of-Life

Generally, many participants were concerned about recent business closings and felt that Wildwood may be trending in the wrong direction. Various participants cited the loss of Applebee's, Indigo Joe's, the Mexican restaurant, and the conversion of retail into lower-quality service businesses as both major frustrations to their quality-of-life as well as a concern about Wildwood's long-term competitiveness. One participant stated that while he loved Wildwood as a residential community he had always been disappointed in the Town Center's slow growth, and that his wife and kids' favorite local businesses, the wine shop and ice cream shop, had both recently closed. Generally, this lessened the appeal of living in the community.

There was concern that other local Wildwood draws, such as the St. Louis Bread Co., the Wildwood Hotel, and the movie theatre were all at risk to close. Participants stated that not having a local business community lowered their quality-of-life and driving 20-30 minutes to Chesterfield was not always desirable. Some participants stated they moved to Wildwood anticipating that the development would occur one day, but they are growing impatient. One participant stated "normally if you live far off the interstate you save money on your house, but we don't – we pay the same prices and taxes as Chesterfield or West County suburbs on 270, but we don't have any of the other things they do."

A Lack of Interest from Past Developers & Employers

Participants expressed a concern that major developers and employers who have done business with Wildwood in the past, such as Koman Properties, National Medical Billing Service, and Desco's proposed Target development site, are increasingly leaving the City. Related, there is concern that no other major, regional commercial or industrial developers appear to be engaging the City. Further, Wildwood has never garnered interest from national developers who build large master planned commercial developments in other parts of the St. Louis region.

Although there is interest in local, small business development and attracting entrepreneurs, there was concern that larger, major developers and employers at least appear to be pulling away from Wildwood. Further, some developers indicated that Wildwood-based rental rates have declined in recent years and that the local market is so competitive that smaller tenants are essentially recycling through the local real estate marketplace every few years. It was reported that Wildwood's retail shopping centers have higher vacancy rates than a typical center found in other suburbs. One developer reported that this frequently high turnover and chronic vacancy is starting to scare away other potential leases because business owners are unsure of the long-term stability of the Wildwood market.

A Lack of Development Tools

There was both some concern and some frustration expressed by various participants that the City of Wildwood has not historically been active in using a wide variety of development tools, including Tax Increment Finance (TIF) Districts, Community Improvement Districts (CIDs), Transportation Improvement Districts (TDDs), Business Improvement Districts (BIDs), or Neighborhood Improvement Districts (NIDs), or even the local option economic development sales tax. Some participants stated that if the City relaxed some of its regulations, shortened some of its review periods, and provided the public infrastructure needed to make a development site "pad ready," then these incentives and financing tools were not as important, because Wildwood features a strong local market.

DRAFT
FOR ADOPTION

A Lack of a Destination Anchor & Daytime Use

Many participants expressed Wildwood, particularly the Main Street core, lacks a signature draw or destination anchor to activate the district. Some participants noted that the vision of a "nights and weekends restaurant and bar" district is unrealistic because Wildwood does not feature the residential density needed to make that model successful. Participants noted that one of the biggest deterrents to restaurant recruitment in Wildwood is the lack of virtually any lunch crowd, which requires establishments generate a significant amount of their revenue in just a few days per week. This lack of daytime use is additionally challenging for local businesses that rely on steady foot traffic because there is no regional destination to anchor the area.

In fact, many participants noted that many Wildwood residents leave for Chesterfield and St. Charles County for youth sports and other activities, and as a result eat, shop, and spend disposable income in those communities on the weekends. This dynamic just further erodes Wildwood's potential and participants stated that the Town Center needs key destinations to retain Wildwood residents while attracting visitors from elsewhere; employers were offered as the easiest solution to the daytime problem, but a range of ideas from a Town Center "family park" to a kid's museum to an indoor youth sports complex were offered as nights and weekends solutions.

The Role of Residential Development

One of the fundamental rules of retail, restaurant, and service development is that rooftops drive business growth. One of the main points expressed during outreach was because Wildwood is very low-density and located on the edge of the St. Louis metropolitan region, it struggles to compete with adjacent communities for most retail and restaurant uses. This challenge is furthered by the lack of interstate access. Many of the outreach participants stressed that the most effective long-term strategy for business growth in Wildwood is encouraging more housing development, including greater density and a diversity of new housing types and products, and adding to the local population base.

Specifically, there was a sentiment that the Town Center could support denser single-family homes, townhomes, and even certain types of multi-family developments, including those targeted toward young professionals and recent retirees. Some participants felt strongly that Wildwood's near-term priority needs to be an emphasis on residential development to stabilize the existing commercial market and strengthen its trade area.

Diversifying Wildwood's Population Base

Some participants also expressed that Wildwood is increasingly an older, high-income community and young professionals and their families cannot afford to live in the City. Some participants stated that older, smaller, and more affordable housing closer to I-270 is increasingly appealing to this demographic and experiencing an uptick in sales, while others stated that a lot of the "starter home" and young family market is fueling recent housing construction in Eureka. Although Eureka has used development incentives to promote this housing development, the ultimate factor is it is impacting where young families decide to purchase a home and reside.

There was concern that Wildwood was not recognizing the meaningful shifts in the housing market since 2008 and that as new residential construction comes in cycles, the City could be missing out on its opportunity while young families put down roots in communities encircling the area. Regardless, many participants felt a housing strategy was a key part of economic development in Wildwood and that approach needs to include diversifying the local housing market and City's demographics.

Wildwood's Business-Friendliness

Many participants stated that Wildwood has a negative reputation in the region, among business owners, developers, and contractors, as being difficult to work with, expensive to develop and operate, and generally a challenging environment for economic development. One specific comment shared multiple times was that the City's review is inconsistent and slow; participants reported receiving faster permit review from St. Louis County or other municipalities and also expressed frustration that initial review and comments often change later in the process – this dynamic adds time as well as uncertainty to the development process. However, participants also cited improvement in recent years and generally positive reviews for current City personnel.

One participant stated that Wildwood "is somewhat of a weak market and for a lot of developers because it includes too many decision-makers for too few dollars… it's unpredictable, long, and ultimately too risky;" another participant stated, "people think there's all this money in Wildwood, but they don't understand it's not dense at all – the trade area out here isn't actually all that great." Another participant expressed this dynamic using an example of a professional service business that had two locations before closing the Wildwood store because they had four times the foot traffic with half the rent in a suburban community further down Manchester Road. In general, participants stressed that the City needs to evaluate its regulatory and operating environment against market and economic realities and try to create an environment that is more conducive to business investment.

City Hall's Role in Economic Development

Some participants stated that the City has historically been passive and reactionary in regards to business development. Participants stated that they feel the City needs to become pro-active and directly engaged in the recruitment of new businesses and developers to Wildwood. Further, some participants want the City to regularly meet with the business community and engage them in addressing community challenges and barriers to reinvesting and expanding in Wildwood. Participants stated that the City is not active in the International Council of Shopping Centers (ICSC) and do not actively attend economic development events, including with St. Louis County entities or metropolitan efforts, such as the St. Louis Regional Chamber. Participants stressed that the City leading more public-private partnerships would carry weight in the development community and could be a key catalyst for locating new commercial investment in Wildwood.

DRAFT
FOR ADOPTION

Challenging Competition from Neighbors

Most participants stated they understand there are a lot of retail and office developments throughout St. Louis County, including some robust competition from Wildwood's neighbors, such as Chesterfield at I-64, Eureka at I-44, the Clarkson Road corridor, the Manchester Road corridor, and relatively quick access to I-270 in general. Participants cited the lack of direct interstate access, limited arterial highways, and minimal visibility of the City's commercial frontage corridors as key barriers to Wildwood's growth and development. Further, some participants stated some of these other communities feature less taxes, cheaper permits and fees, and less regulation on development. Additionally, Wildwood's western edge contributes little to its trade area, whereas the intersection of Manchester and Clarkson Road essentially optimizes consumers in the local far Southwest County submarket.

Despite these factors, one participant stated that Chesterfield is a heavily-developed and high-traffic "rat race," and that Wildwood has the potential to offer more local alternatives that keep residents in Wildwood. Most participants still identified their vision for Wildwood's potential, but expressed that the City must be targeted and strategic alongside continued population growth.

Leveraging Unique Community Partners

Many participants stressed that two of the best community assets in Wildwood are the YMCA and St. Louis Community College campus. Participants feel that these two campuses and facilities are isolated from the Main Street Town Center area and wish they were more accessible from throughout Wildwood by bicycle and sidewalk. Further, participants noted both campuses' direct access to Rockwoods Reservation and the potential to use both areas as trailheads for outdoor recreation. Participants also felt both facilities are potential economic development partners and opportunities for improving the community's quality-of-life; participants expressed they would like the City to more actively engage these two large institutional stakeholders and identify partnership opportunities.

Employment Growth & Entrepreneurship

Some participants feel that part of Wildwood's economic development strategy must be an emphasis on establishing the City as a destination for entrepreneurs and small business growth. Most participants expressed that employment, particularly office jobs that appeal to Wildwood's residential population, need to be a part of the City's long-term growth and development. Some participants expressed that the area needs Class A office and incubator space that targets companies with less than 10 employees; some participants felt the City should be active in developing such space and providing free rent and other subsidy incentives. Finally, some participants felt this type of activity was a natural fit for the Main Street area, which could be complemented by new, denser housing products that would be walkable to an office or mixed-use development in the Town Center core.

Other specific comments included:

- **Pool Sales Tax.** There is concern about the impact of St. Louis County's "pool tax" ever being eliminated or significantly modified, as it would hurt Wildwood's budget considerably and impact how it approaches economic development.
- **Internet Service.** There is concern about poor internet service, particularly west of State Route 109, and its long-term impact on Wildwood's residential housing market. Specifically, some participants reported this deters home-based employees, particularly those in the technology sector, from locating in Wildwood.
- **Establishing Community.** There were multiple comments that Wildwood is increasingly effective at establishing community through a series of well-attended special events and a growing arts segment. In general, participants expressed they would like to see more events, and more opportunities for community gatherings outside of just the core Main Street area.
- **Traffic Congestion.** State Route 109 was specifically mentioned by multiple participants as a problem, although some expressed doubt that any substantial road work was possible. Some expressed that north-south travel needs to be a regional issue, and that Wildwood should be partnering with Chesterfield and Eureka to address traffic congestion at the County level and with East-West Gateway.
- **Sign Code.** Some participants expressed that the sign code is overly restrictive and not aligned with other West County suburban municipalities. Specific areas, such as along State Routes 100 and 109, were shared as areas where more flexible sign regulations would benefit economic growth.
- **Engaging the Business Leaders**. Some participants stated that the City needs to include local business owners and commercial/industrial property owners in their economic development efforts, including requiring private sector representation on the Economic Development Task Force.
- **Public Officials attending Chamber Events.** Some participants stated that if the City is serious about engaging the business community and leading economic development efforts that City officials need to more actively attend Chamber of Commerce and other business-led events. Participants stated that there needs to be open dialogue and more regular interactions between public officials and business leaders in Wildwood.
- **The Balance of Commercial Development and Open Space.** Some participants feel that the City has overly emphasized and prioritized open space preservation and parks planning, and as a result, commercial development has probably occurred more slowly than if it was actively pursued and encouraged. Some participants want a strategic balance between open space areas to the west and a focus on greater densities and mixed-uses in the Town Center.
- **Blending Land Uses.** Some participants expressed concern that City leaders may see an either/or proposition in promoting a high-quality residential community with plenty of open space, and a major suburb with a lot of regional-destination commercial activity. Certain participants cited a range of other communities they felt Wildwood could use as a model, ranging from Kirkwood, Ladue, Frontenac, and Creve Coeur, to examples from Chicago, Colorado, and Maryland area communities.
- **Medical Services Need.** Some participants expressed that Wildwood lacks adequate medical services and want the City to pursue a small hospital or at least an urgent care facility, as well as more local medical offices.

DRAFT
FOR ADOPTION

- **Political Leadership & Processes.** Some participants expressed they feel Wildwood has too many elected officials and too many committees. Participants expressed doubt that additional individuals and/or governing bodies improved local processes and cited examples of other successful communities in the St. Louis region that feature less of both.
- **West of 109.** There was some concern expressed by a few participants that the portion of Wildwood west of State Route 109 needed additional infrastructure investment, which may be achieved by permitting greater residential densities. In general the viewpoint was the very low-density and aging housing stock, which in some cases lacks modern public infrastructure, would ultimately be a land use problem for the City to address. However, many others expressed that Wildwood's vision was to develop and maintain 3 to 5 acre residential lots west of 109 and are not open to reexamining that land use approach.
- **Shop Local.** Some participants stressed they do not feel local Wildwood residents are aware of all of the independent, small businesses in their own community and there is a lack of "shopping local." Some participants would like to see the City lead more "shop local" marketing and branding campaigns as well as investment in establishing the various business districts within the Town Center.

Additionally, other recent planning efforts in the City of Wildwood have captured a list of the types of businesses and other uses desired by the community for the Town Center (in no particular order):

- In general, Wildwood should "shop local" and support small, local businesses
- Food trucks (and special events based around food truck nights)
- Ice cream and/or frozen yogurt shops
- Pizza restaurant (particularly family friendly, not fast food pizza)
- Craft beer/brewery/winery/wine shop
- A "nice" Italian restaurant
- Bookstore (or library that sells used books, etc.)
- A small, niche, or "boutique" grocery, like a Trader Joe's
- Community theatre
- Healthy fast(er) food choices, i.e. Crazy Bowls & Wraps
- Ted Drewe's custard stand
- More family-oriented sit-down restaurants with amenities for children
- Smoothie shop
- Ethnic food restaurants, particularly Asian and Indian
- A "nice" deli and/or sandwich shop
- An old-fashioned styled, classic diner
- Unique local retail shops (few were specifically identified, just generally)
- Day spa
- Offices
- Loft apartments and condos
- More festivals and community events, particularly involving music
- A variety of community facilities, including:
- Outdoor plazas
- Library branch
- Swimming pool and aquatics center
- Splash pads and a water park
- Skatepark
- Sand volleyball
- Bowling alleys
- Playgrounds
- Ice rink
- Community center
- A park, "Village green," or just generally open space

3 MARKET & DEMOGRAPHIC ANALYSIS

Wildwood's demographic and market conditions were analyzed to guide the planning process and provide the necessary background information for developing market-viable policy recommendations. The chapter focuses on six topics: (1) population demographics, (2) employment, (3) housing, (4) retail, (5) commercial real estate, and (6) industrial real estate. Each section presents and assesses current trends, notes important market implications, and to the extent possible, makes projections for future growth and development opportunities. Collectively, this information provides a snapshot of Wildwood's current and projected competitive position within the St. Louis region.

Data for this study were acquired from a variety of sources, including the 2009-2013 American Community Survey (ACS), the 2010 U.S. Census, and ESRI Business Analyst, a nationally recognized provider of business and market data.

Demographics

Population

The population has been stagnant, but local data suggests it could increase. The 2015 population in Wildwood is estimated at 35,618 people. Between 2010 and 2020, the city is projected to grow at a modest rate, adding 351 residents, based on historical data. It is important to note that Wildwood has the potential to grow more considerably due to a number of current housing proposals.

The number of Wildwood households is increasing at double the rate, with average household size expected to decrease over the next five years. Local data suggests housing growth could increase the population. The St. Louis MSA (referred to as MSA) is also experiencing population growth, but at a slightly faster pace. Between 2010 and 2020, the MSA is projected to experience a population increase of 1.3%, roughly 0.3% greater than Wildwood. The increase in household roughly mirrors the trend in Wildwood, with a larger number of households but smaller household sizes.

Demographic Summary (2010, 2015, 2020)
Wildwood, MO

	2010	2015	2020	Projected Change (2010-2020)	
Wildwood					
Population	35,517	35,618	35,868	+351	+1.0%
Households	12,112	12,260	12,380	+268	+2.2%
Average Household Size	2.93	2.9	2.89	-0.04	-1.4%
Median Age	41.4	42.4	44.8	+3.4	+8.2%
Median Household Income	--	$119,894	$134,421	+$14,527*	+12.1%*
St. Louis MSA					
Population	2,787,701	2,798,304	2,823,128	+35,427	+1.3%
Households	1,109,665	1,123,077	1,136,241	+26,576	+2.4%
Average Household Size	2.46	2.44	2.44	-0.02	-0.8%
Median Age	38	39	39.7	+1.7	+4.5%
Median Household Income	--	$54,317	$62,728	+$8,411*	+15.4%*

Source: ESRI Business Analyst; Houseal Lavigne Associates
** Denotes change from 2015-2020 as 2010 data was unavailable*

DRAFT
FOR ADOPTION

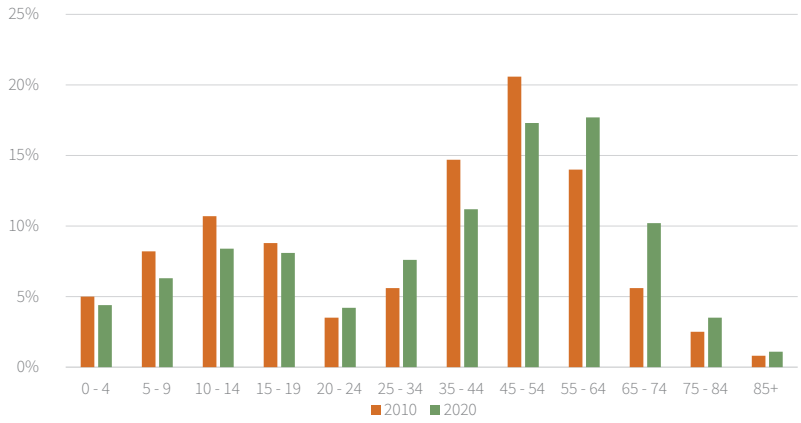
Age

The population is aging. Wildwood's current (2015) median age is estimated at 42.9 years. The City's median age is projected to rise further to 44.8 years by 2020, an increase of roughly 8% from 2010. Age cohorts gaining in share of the population are mostly on the older end of the spectrum (55-64 years and 65-74 years), although there is a slight uptick in the share of population that is between 25 and 34 years of age. Age cohorts losing in share of the population are mostly younger and middle-aged cohorts.

The MSA is aging at a slightly slower pace, and is projected to see a median age of 39.7 years by 2020.

Age Distribution (2010, 2020)

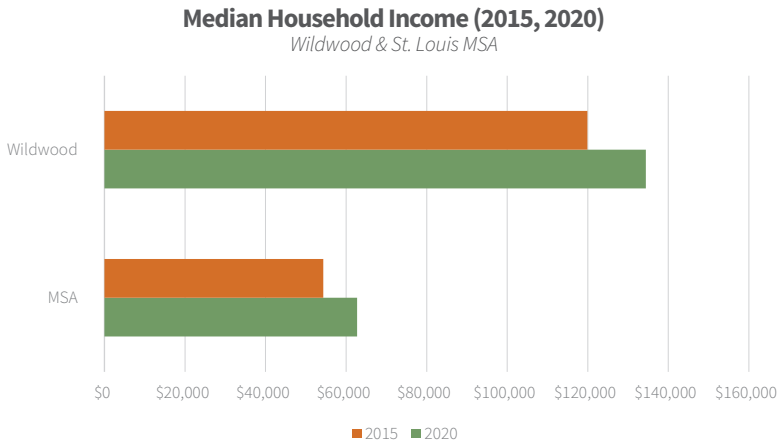
Wildwood, MO



Source: ESRI Business Analyst; Houseal Lavigne Associates

Income

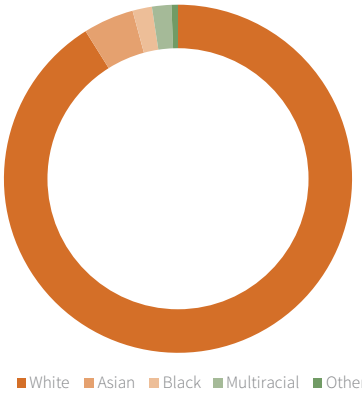
Incomes are rising. Wildwood's current (2015) median household income is estimated at $119,894. By 2020, it is projected to increase by more than $14,000 to $134,421. While incomes in Wildwood are projected to increase by a smaller amount over the next 5 years than the MSA (12.1% vs. 15.5%), Wildwood is currently and is expected to remain wealthier than the overall MSA. In fact, between 2015 and 2020, the percentage of households in Wildwood earning greater than $150,000 is projected to rise from 38.9% to 44.6%.



Source: ESRI Business Analyst; Houseal Lavigne Associates

DRAFT
FOR ADOPTION

Racial Composition (2015)
Wildwood, MO



Source: ESRI Business Analyst; Houseal Lavigne Associates

Race & Ethnicity

The racial and ethnic composition remains relatively unchanged. As defined by the U.S. Census, white residents currently (2015) comprise the overwhelming majority of the city's population (91%). The remainder of the population includes those identifying as Asian (4.7%), Black (1.8%), and Multiracial (1.8%). Between 2010 and 2020, the composition is projected to remain relatively unchanged, with a slight decrease in the white population (-2.7 percentage points) and an equal increase in minority populations. Wildwood is less diverse than the entire MSA, which in 2015 is 75.8% white.

The City's Hispanic population is currently estimated at 2.6%. Between 2010 and 2020, the Hispanic population's share of the population is projected make a modest increase from 2.3% to 3.1%. For purposes of clarification, the U.S. Census considers Hispanic an ethnicity and not mutually exclusive with racial categories. For example, a resident may identify as both Black AND Hispanic.

Market Implications for Demographics

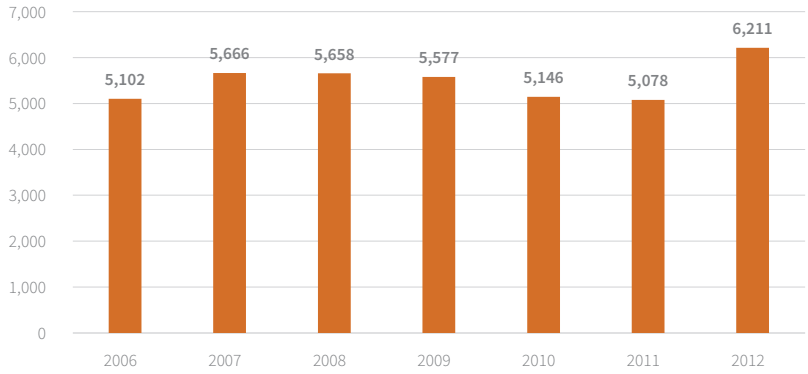
- A decrease in average household size sometimes increases the demand for housing, despite modest shifts in population overall.
- The aging of the population and growth in older age cohorts may require a more senior-friendly housing stock of multi-family, townhome, and senior living options, as well as accessible health and medical services and new senior services and programming.
- Rising incomes may lead to higher demand for retail goods and services, facilitating small business growth. Additionally, higher income levels increase the ability to market Wildwood to national retailers and developers, who often base the siting of new stores, restaurants, and housing units on income levels.

Employment

Total Employment

The number of jobs has risen. In 2012 (the most recent year with data available), the City contained 6,211 jobs, which is the highest level of employment in the past six years. This is an increase of roughly 1,100 jobs from the previous year. The majority of the City's jobs are clustered along the Highway 100 and Highway 109 corridors. Additionally, the State of Missouri Department of Economic Development estimates that the St. Louis Region, which includes Franklin, Jefferson, St. Charles, and St. Louis Counties (including St. Louis City), will collectively gain 102,303 jobs between 2012 and 2022. Applying Wildwood's local share of the region's jobs (0.57% in 2012, according to the U.S. Census) to the anticipated expansion, it can be estimated that the City could gain roughly 580 jobs by 2022.

Total Primary Jobs (2006-2012)
Wildwood, MO



Source: ESRI Business Analyst; Houseal Lavigne Associates

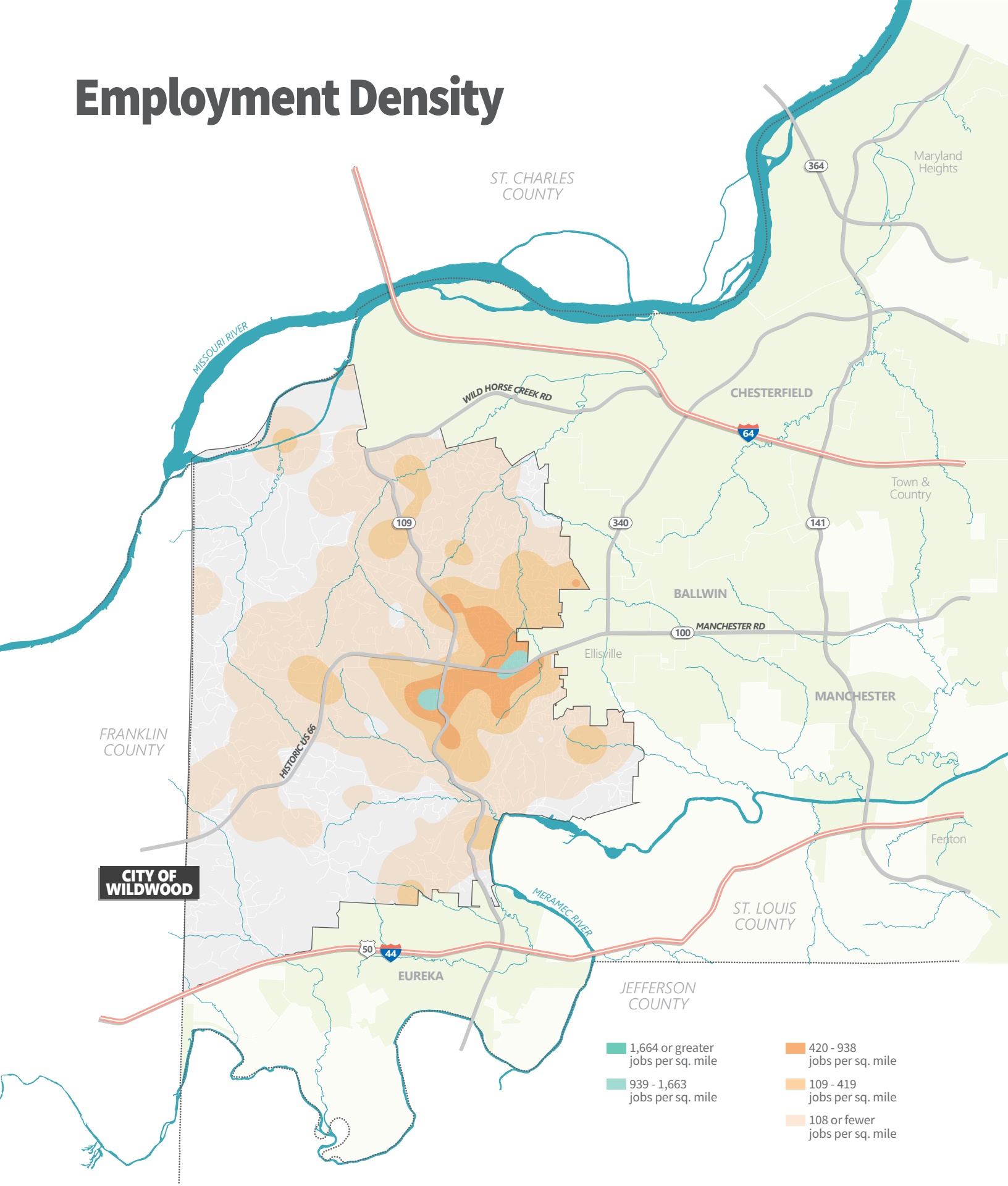
Total Employment (2006-2012)
Wildwood, MO

	2006		2007		2008		2009		2010		2011		2012	
	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share
Total Primary Jobs	**5,102**	**100.0%**	**5,666**	**100.0%**	**5,658**	**100.0%**	**5,577**	**100.0%**	**5,146**	**100.0%**	**5,078**	**100.0%**	**6,211**	**100.0%**
Agriculture, Forestry, Fishing, and Hunting	43	0.8%	46	0.8%	60	1.1%	39	0.7%	41	0.8%	36	0.7%	39	0.6%
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Utilities	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Construction	960	18.8%	1,150	20.3%	993	17.6%	735	13.2%	510	9.9%	529	10.4%	565	9.1%
Manufacturing	171	3.4%	230	4.1%	242	4.3%	199	3.6%	80	1.6%	94	1.9%	84	1.4%
Wholesale Trade	264	5.2%	327	5.8%	331	5.9%	378	6.8%	304	5.9%	320	6.3%	511	8.2%
Retail Trade	308	6.0%	383	6.8%	332	5.9%	332	6.0%	280	5.4%	286	5.6%	303	4.9%
Transportation and Warehousing	512	10.0%	422	7.4%	420	7.4%	334	6.0%	328	6.4%	359	7.1%	349	5.6%
Information	65	1.3%	74	1.3%	36	0.6%	25	0.4%	36	0.7%	34	0.7%	43	0.7%
Finance and Insurance	96	1.9%	95	1.7%	98	1.7%	102	1.8%	89	1.7%	85	1.7%	107	1.7%
Real Estate and Rental and Leasing	47	0.9%	48	0.8%	42	0.7%	42	0.8%	30	0.6%	45	0.9%	94	1.5%
Professional, Scientific, and Technical Services	239	4.7%	260	4.6%	364	6.4%	404	7.2%	364	7.1%	293	5.8%	370	6.0%
Management of Companies and Enterprises	42	0.8%	46	0.8%	34	0.6%	37	0.7%	19	0.4%	17	0.3%	12	0.2%
Administration & Support, Waste Management and Remediation	227	4.4%	217	3.8%	174	3.1%	179	3.2%	201	3.9%	214	4.2%	278	4.5%
Educational Services	1,141	22.4%	1,239	21.9%	1,294	22.9%	1,352	24.2%	1,408	27.4%	1,353	26.6%	1,158	18.6%
Health Care and Social Assistance	417	8.2%	445	7.9%	466	8.2%	482	8.6%	569	11.1%	524	10.3%	515	8.3%
Arts, Entertainment, and Recreation	53	1.0%	59	1.0%	50	0.9%	30	0.5%	32	0.6%	24	0.5%	947	15.2%
Accommodation and Food Services	304	6.0%	352	6.2%	437	7.7%	621	11.1%	573	11.1%	598	11.8%	585	9.4%
Other Services (excluding Public Administration)	81	1.6%	112	2.0%	105	1.9%	97	1.7%	90	1.7%	83	1.6%	98	1.6%
Public Administration	132	2.6%	161	2.8%	180	3.2%	189	3.4%	192	3.7%	184	3.6%	153	2.5%

Source: U.S. Census "On the Map"; Houseal Lavigne Associates

DRAFT
FOR ADOPTION

Employment Density



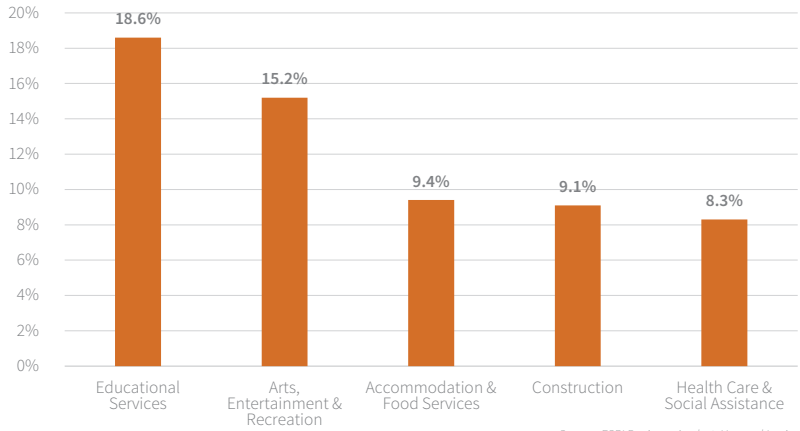
Employment by Industry

Education and the arts are the City's most dominant industries. Roughly a third of the Wildwood's jobs are either in the Education Services or Arts, Entertainment, and Recreation industries, with the remainder including Accommodation and Food Services (9.4%), Construction (9.1%), and Health Care and Social Assistance (8.3%).

Major Employers

The region's largest employers are located outside of Wildwood. Major employers in the greater St. Louis region include many prominent national companies, including Mastercard, Nestle Purina, and Edward Jones. Please refer to the accompanying table for more information.

Top Five Industries (2012)
Wildwood, MO



Source: ESRI Business Analyst; Houseal Lavigne Associates

Major Employers (2014)
Greater St. Louis Region

Name	Location	Headquarters
Anheuser-Busch	St. Louis	N
Ameren Corporation	St. Louis	Y
Boeing Defense, Space & Security Unit	Hazelwood	N
Centene	St. Louis	Y
Edward Jones	St. Louis	Y
Emerson Electric Co.	St. Louis	Y
Energizer Holdings	St. Louis	Y
Enterprise Rent-a-Car	St. Louis	Y
Express Scripts, Inc.	St. Louis	Y
General Motors	Wentzville	N
GKN Aerospace North America	Hazelwood	Y
Graybar Electric	St. Louis	Y
Mallinckrodt	Hazelwood	N
Mastercard International	O'Fallon	Y
Monsanto	St. Louis	Y
Nestle Purina PetCare	St. Louis	Y
Olin Corp.	Clayton	Y
Peabody Energy	St. Louis	Y
Reinsurance Group of America	Chesterfield	Y
Scottrade	St. Louis	Y
Sigma-Aldrich	St. Louis	Y
SunEdison	St. Petere	Y
Wells Fargo Advisors	St. Louis	N
UniGroup Inc.	Fenton	Y

Source: Missouri Partnership; Houseal Lavigne Associates

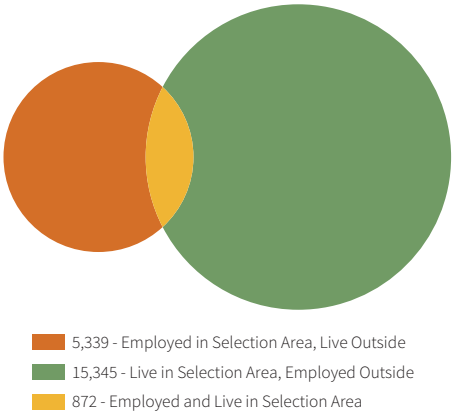
DRAFT
FOR ADOPTION

Inflow/Outflow

Wildwood is a bedroom community. Based on 2012 data, on any given day, more than 15,345 city residents commute to jobs elsewhere in the region. At the same time, more than 5,000 non-residents commute into Wildwood for work. Only 872 people live and work in Wildwood.

Inflow / Outflow Job Counts (2012)

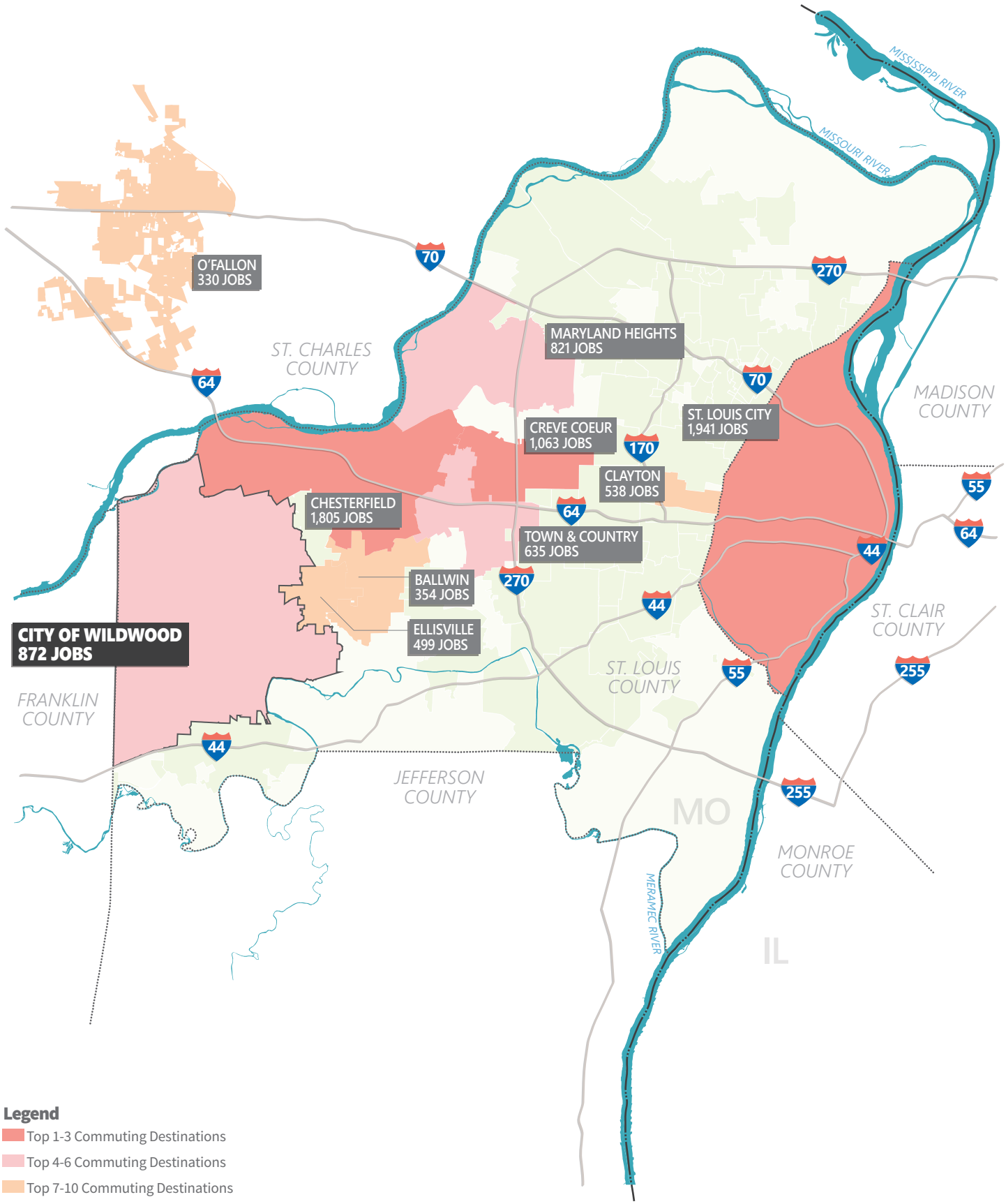
Wildwood, MO



Market Implications for Employment

Wildwood only contains 17 jobs per 100 residents, a relatively low ratio, but on par with many suburban communities and reflective of a bedroom community. Available land, favorable business climate and proximity to both St. Louis and major thoroughfares are significant assets. With the St. Louis region poised for further economic growth, Wildwood is well positioned for attracting a variety of employers that can diversify the tax base and provide goods and services to its residents.

Commute Shed

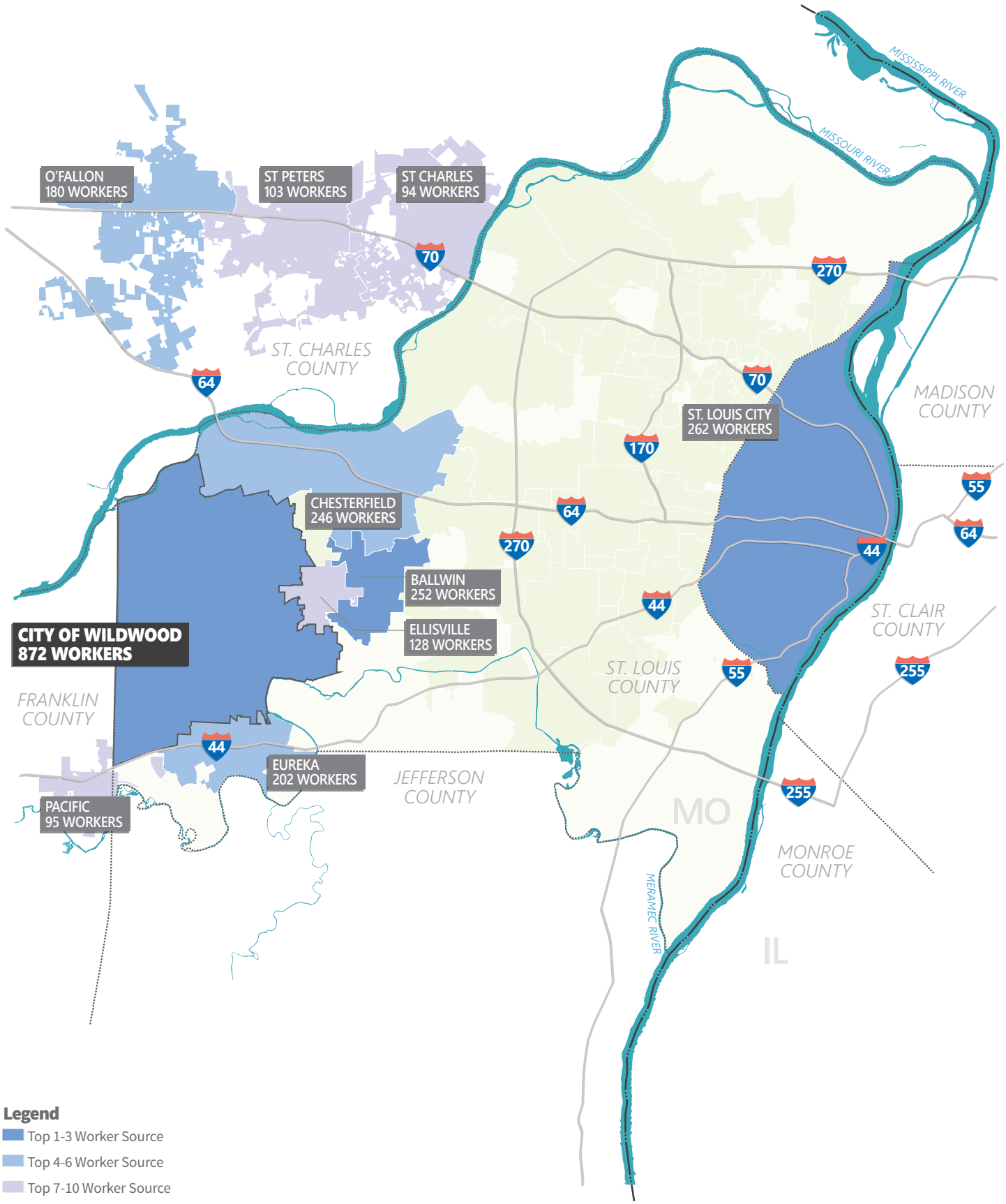


Legend

- Top 1-3 Commuting Destinations
- Top 4-6 Commuting Destinations
- Top 7-10 Commuting Destinations

DRAFT
FOR ADOPTION

Labor Shed



Legend

- Top 1-3 Worker Source
- Top 4-6 Worker Source
- Top 7-10 Worker Source

Housing

Housing Units

The total number of housing units is growing at a modest rate. The City currently contains 11,086 housing units (2105) of which 97% are occupied. Between 2015 and 2020 the City is projected to add just over 100 new housing units, or an increase of 1% over the next five years.

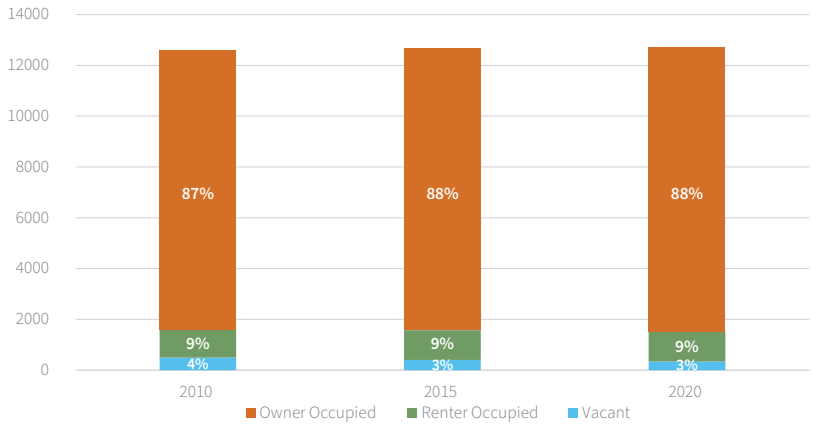
The vacancy rate is low. The 2015 vacancy rate for housing units in Wildwood is reported at approximately 3.1% of total units while the MSA is 10%.

The local housing market has rebounded. While Wildwood housing values were impacted by the downturn in the market, similar to other areas of the region and country, the market has rebounded. Home values have steadily increased since 2012 and have returned to pre-recession levels.

Type & Tenure

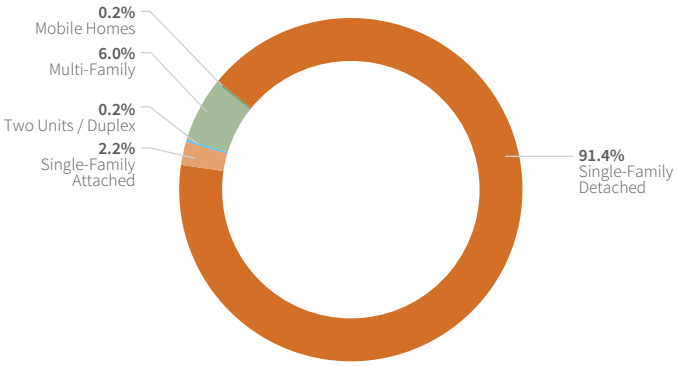
The average Wildwood home is an owner-occupied, four-bedroom, single-family detached home. The majority of units in the City are single family detached homes (91%). A smaller number of owner occupied units consist of townhomes and condominiums for a total owner occupied percentage of 91.3%, with 8.7% of occupied housing units being rented. This includes all housing types.

Total Housing Units (2010, 2015, 2020)
Wildwood, MO



Source: ESRI Business Analyst; Houseal Lavigne Associates

Housing by Type (2009-2013 Average)
Wildwood, MO



Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey; Houseal Lavigne Associates

DRAFT
FOR ADOPTION

Values

Home values are rising. The City's reported average home sales price in 2015 is approximately $362,000, up $80,000 from the 2012 estimate of $282,000. Similar to neighborhood communities, average home sales prices have fluctuated in recent years; however, Wildwood consistently outperforms neighboring municipalities.

Age

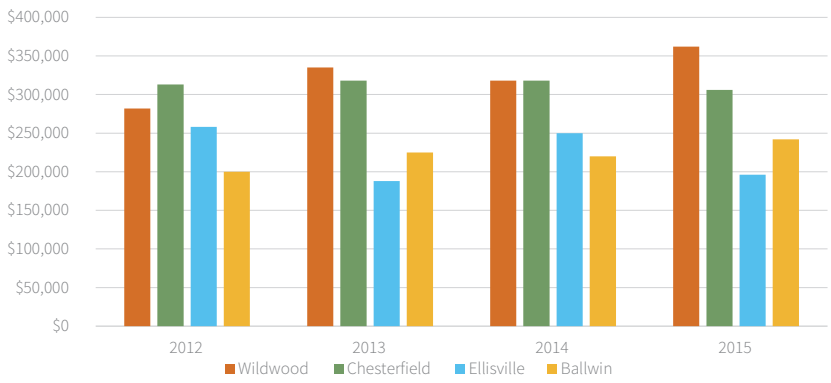
The city's housing stock is relatively new. Nearly 60% of the city's housing stock was constructed after 1990 with the highest percentage (43%) constructed between 1990 and 1999.

Market Implications for Housing

Overall, the City has a high quality and stable housing market. Key housing market implications include:

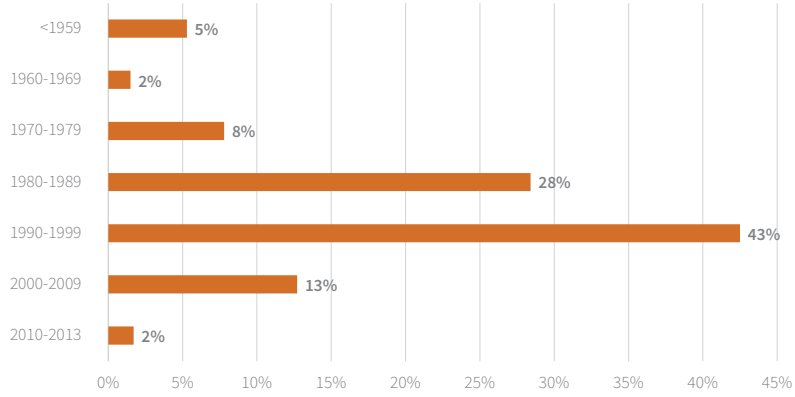
- The majority of housing in the City is owner occupied single-family homes, with fewer options for rental and/or multi-family product.
- Wildwood continues to be a destination for high-end, large, single-family homes.
- The City continues to be more of a "bedroom" community.
- The Rockwood School District has a significant impact on the marketability of Wildwood homes.

Average Home Sales Price (2012, 2013, 2014, 2015)
Wildwood, Chesterfield, Ellisville & Ballwin



Source: Zillow (Average sales price is taken from May of each year)

Housing Age (<1950-2013)
Wildwood, MO



Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey; Houseal Lavigne Associates

Retail Market

This section provides an overview of Wildwood's retail market, highlights other commercial areas competing with Wildwood for consumer spending; and evaluates Wildwood's retail market potential through a "gap analysis." All data is from 2013-2014 and was obtained from ESRI Business Analyst, a national provider of market data.

Retail Gap

Wildwood's retail market potential is assessed through two different lens: a local market and a regional market. As consumers shop based on convenience and proximity, a drivetime best models consumer shopping behavior as opposed to using jurisdictional boundaries or mileage. Consumers will generally travel short distances for groceries and day-to-day needs, but travel longer to purchase more durable items such as refrigerators, cars, or high-end clothing.

For this analysis, three different points within the Wildwood retail market were analyzed: (1) the intersection of Main Street and Taylor Road, (2) the intersection of Manchester Road and Highway 100, and (3) the intersection of Manchester Road and Highway 109. All three drivetime maps are presented here, but the narrative analysis is derived from analyzing the core Town Center's location (Main & Taylor). The regional market is defined as a 15 minute drive from an intersection analyzed, however a 20 minute drivetime was also included to more accurately capture the market as it appears to function. While a 5 minute drivetime is often typical for a local market, the low-density nature of Wildwood and the few retail areas west of Highway 109 require that a 10 minute drivetime be utilized to better reflect local market realities.

Understanding Retail Gap Analysis

A retail gap analysis is a comparison of retail supply and demand within a defined market area. Its findings help establish what types of new retail could or could not be supported. The gap analysis compares the availability of goods and services ("supply") with consumer expenditures ("demand") within respective drivetimes. When consumers spend more than existing businesses can accommodate (demand > supply), this means that consumers are spending dollars outside of the market area. This is referred to as "leakage," and is displayed in green on the accompanying table. Typically, market areas with leakage represent potential opportunities for growth, as local demand for these goods and services already exists but is unmet by existing supply.

DRAFT
FOR ADOPTION

Conversely, when there is a larger amount of supply within a particular retail category or more than consumers spend (supply > demand) in a market area, there is market saturation. This is referred to as a "surplus," and is depicted in red on the accompanying table. A retail category with surplus is challenging for new retail development because it is already oversupplied.

It is important to note, however, the difference between market potential ("leakage") and the tangible development of a particular site or location. While leakage may exist, the success of recapturing that lost revenue depends on a variety of factors beyond spending habits, including the availability of developable land, construction costs, rents, road conditions, competition from nearby municipalities, and/or the business climate. Equally, indications of market saturation should not immediately preclude opportunities for development. While supply may exist in a particular category it may not be adequately serving the market in terms of product offerings, quality, accessibility and other issues.

Retail Potential in Square Footage

In addition to surplus and leakage figures, the accompanying charts also include supported retail potential in square footage. Converting leakage figures into square footage allows a visualization of what size and scale of retail **could** be supported. While sales-per-square-foot revenues vary by individual retailer and industry sources, general assumptions of supportable square footage can be made by using a benchmark average. A generally accepted range for national retailers is $200 to $400 per-square-foot. The use of a per-square-foot amount on the higher end of this range allows for a more conservative approach so as not to overstate retail potential. As shown in the Gap Analysis tables, when a per-square-foot amount of $400 is applied, demand is effectively translated to a potential number of square feet that could be supported within a five, ten, or fifteen minute drivetime. It is important to note, however, that calculations cannot be effectively applied to uses such as car dealerships or gas stations. This same methodology is applied to each of the three market areas analyzed.

To help envision development potential in square footage, the following provides the average size of an assortment of retail stores, based off of data obtained by industry sources. Supported square footage from the Retail Gap Analysis can be compared to this list for context. It is important to note that these stores are listed merely for contextual purposes and not to support development of any particular brand over another.

- Dunkin Donuts – 2,250 ft2
- Chipotle – 2,650 ft2
- CVS – 19,856 ft2
- Buffalo Wild Wings – 5,600 ft2
- Olive Garden – 7,336 ft2
- The Gap – 12,503 ft2
- Barnes & Noble – 25,525 ft2
- Whole Foods – 33,739 ft2
- Best Buy – 38,631 ft2
- Kohl's – 75,230 ft2
- Walmart – 102,683 ft2
- Home Depot – 105,192 ft2
- Cabela's – 148,148 ft2
- Macy's – 181,946 ft2

Local Market Area: Undersupplied by $153.9M (10 Minute Drivetime)

The local market (10 minute drivetime) is undersupplied by $153.9M. It contains 46,096 people in 17,209 households ("rooftops"), with a median disposable income of nearly $80,000. The drivetime spans from roughly from the heart of the City of Wildwood north to the border with Chesterfield, south to nearly the I-44 interchange in Eureka, and east as far as the Olde Towne Plaza shopping center in Ballwin (the location of Lowe's and Marshall's). This trade area covers most of Wildwood, although primarily east of Highway 109, as well as parts of Chesterfield, Ellisville, Ballwin, and the general Clarkson Valley area. This trade area, anchored by Wildwood's Town Center, really serves the core, local Wildwood market. The portions of adjacent communities included within the 10 minute drivetime area are also served by retail and restaurant locations closer to their residential neighborhoods and the market is markedly competitive. However, there is a meaningful density of rooftops combined with a very high median disposable income in the area. While it represents one of the more competitive retail areas in the St. Louis region, it also represents one of the most affluent areas too.

Overall, this analysis represents a clear opportunity for Wildwood. The area is growing and this unmet demand will also increase. The City should look to address this undersupplied market.

Many retail categories are undersupplied, but several categories appear to be the priority targets for retail business growth. This includes General Merchandise Stores; Gasoline Stations; Food & Beverage Stores; and Food Services & Drinking Places. Although this potential requires targeted strategies tailored to the local market, there are clear opportunities to better meet existing demand – for example this data reflects demand for potentially as much as 130,000 square feet of new food-related businesses in the Town Center market area. This data resonates with the information collected throughout outreach that many Wildwood residents are traveling as much as 30 to even 45 minutes to dine in restaurants, well outside of the community. Further, there are a limited number of gas stations in Wildwood as well as local, general retail stores; outreach participants also reported frequently leaving Wildwood to meet these consumer needs.

Key business categories that appear oversupplied, or saturated, in the 10 minute drivetime trade area include Motor Vehicle & Parts Dealers; Health & Personal Care Stores; Building Materials, Garden Equipment & Supply Stores; and Electronics & Appliance Stores. Many of the specific national and/or regional chain retailers that fit in these categories do currently serve this market, including a number of direct competitors located in close proximity, and they are primarily located in Chesterfield near I-64, on Clarkson Road, or on Manchester Road, and mostly located outside of the City of Wildwood. Although local context, travel patterns, and location-specific details factor into retail investment and site selection decisions, there may be limited opportunities to pursue business growth in these categories, for at least the near-term future.

DRAFT
FOR ADOPTION

Regional Market Area: Undersupplied by $324.9M (20 Minute Drivetime)

The regional market (20 minute drivetime) is undersupplied by $324.9M. It contains 205,144 people in 78,702 households, with a median disposable income of $72,441. This trade area covers the entirety of the City of Wildwood, as well as most of Chesterfield, Eureka, Ellisville, Ballwin, Manchester, Town & Country, Creve Coeur, and stretches into both Franklin and Jefferson Counties, and at its absolute maximum extent spans from Gray Summit to Kirkwood, and from Maryland Heights to south of the Meramec River near Byrnes Mill. This trade area is most easily envisioned as serving the Southwestern St. Louis sub-regional market, which is generally located in-between I-64, I-270, and I-44, with the of the St. Louis County-Franklin County border forming its approximate western edge.

The total retail gap in this market area is $324.9M, which is divided by approximately 2/3 retail trade businesses and 1/3 food and drink establishments. Within this retail gap data there are a couple clear business categories that capture the majority of this figure. Food & Beverage Stores and Food Services & Drinking Places account for 56% of this entire regional market retail gap. Therefore there is a clear opportunity for new businesses in these categories, which resonates with information collected during outreach activities. Wildwood residents frequently travel outside of the community to meet these consumer needs, but further, many residents of this 20 minute drivetime area (bound by the three interstates), also often travel to the I-270 corridor and beyond to communities such as Kirkwood, Frontneac, Creve Coeur, and Clayton to dine and generally socialize at these food-related businesses. In general, there appears to be a meaningful amount of food-related leakage from the greater Southwestern St. Louis County area to other parts of the St. Louis region and it represents a clear opportunity for Wildwood's Town Center.

The data yields a few select opportunities for other retail categories, but those are often envisioned in square footages that only represent a single store, or despite the potential untapped demand, do not appear to meet the typical minimum square footage for a conventional retail store in those categories. One such category would be Electronics & Appliance Stores, where the demand is forecasted at only an approximately 15,000 square foot presence in the market, which for example, is smaller than half the size of a typical Best Buy. Ultimately this untapped demand, and any new market demand in the 20 minute drivetime trade area, may be most efficiently captured by existing retailers.

It is worth noting that two retail categories have a sizable oversupply or market-saturation within the 20 minute drivetime area. Both Sporting Goods, Hobby, Book, & Music Stores, as well as Clothing & Clothing Accessories Stores, appear to be oversupplying this market anchored within 20 minutes of Wildwood's Town Center, which is likely captured primarily by the two malls in Chesterfield and Des Peres, as well as the "big box" regional retail located in these business districts. Although opportunities may always exist within the right local context, it generally appears these are highly competitive retail segments and will be served by the existing market for the near-term future.

Market Implications for Retail Market

Generally speaking, both the local and regional retail markets are presently serving the Wildwood community. Each community is unique and consumers' willingness to drive to certain stores and/or certain locations can impact how a retail trade area functions – that local context is critical and complements the market data and statistics. Some stores, some restaurants, and even some neighborhoods become destinations for a wide variety of reasons that can include cost competitiveness, service quality, brand loyalty, or even just the distinctive experience provided by a unique place. Throughout outreach participants expressed that Wildwood residents moved to the community understanding one of the tradeoffs associated with the City's appealing residential quality-of-life and premiere open space is that they would have to drive farther to certain retail stores than they would if they lived in the heart of suburban St. Louis County. That recognition is central to the original vision for Wildwood and its Town Center. That is important context.

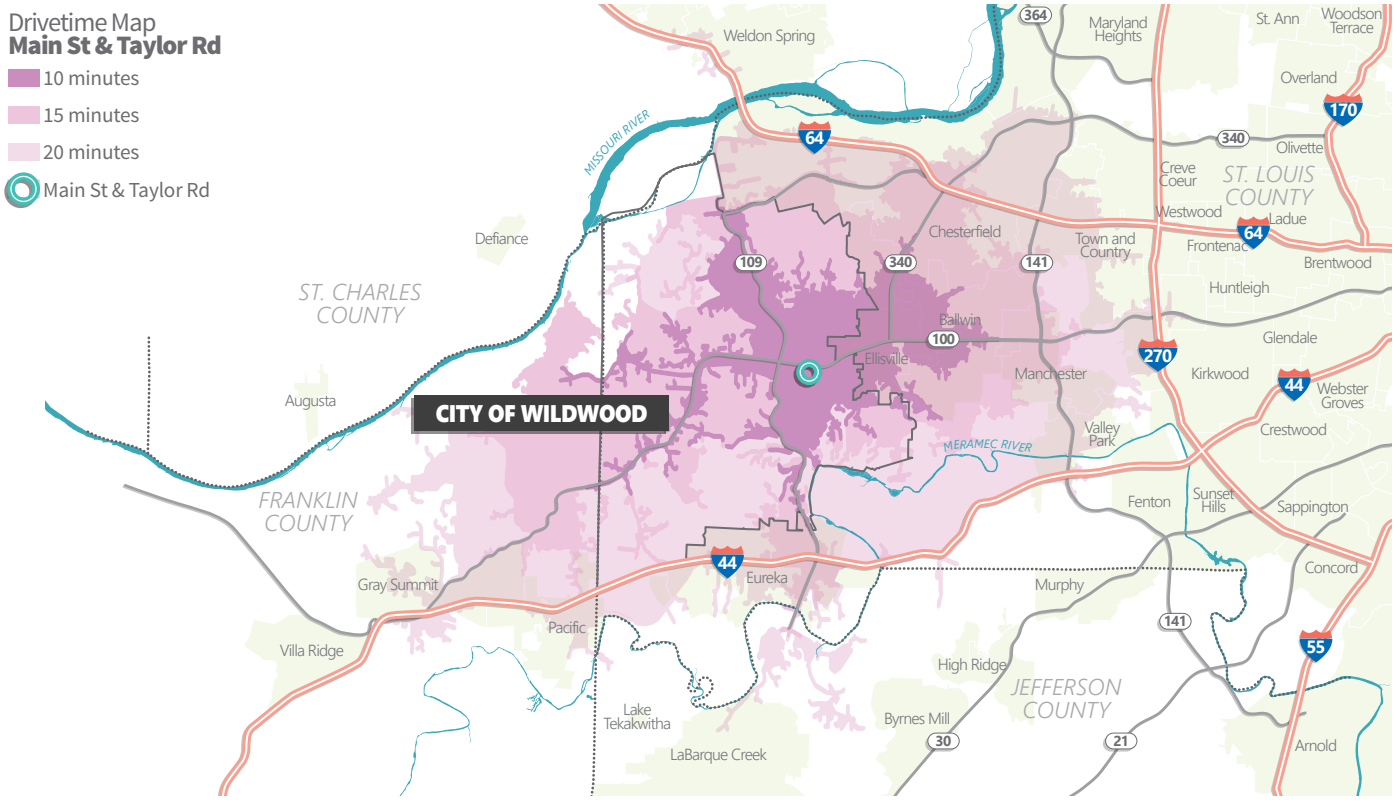
And to a degree, that local culture, regional development pattern, and established "travel loops" have likely contributed to the development of the major retail corridors found in Chesterfield, Clarkson Valley, and along Manchester Road. It is not that the City of Wildwood's residents are not shopping at, for instance, Walmart, Target, Macy's, Best Buy, Home Depot, or Barnes & Noble, but rather that they are likely shopping somewhere within this 20 minute drivetime, if not even beyond it, for example The St. Louis Galleria in Richmond Heights or Eager Road and Brentwood Boulevard in Brentwood. Based on this market assessment, there appears to be a competitive market within many existing retail categories within both the local and regional markets, as defined by these drivetimes.

However, restaurants and other food and beverage stores, which could include microbreweries, wineries or wine bars, gastropubs, and other similar business models, represent two of the clear opportunities found within this retail gap analysis. Further, outreach participants across a number of public engagement opportunities throughout 2015 have expressed a desire for a wide range of local food service establishments, including ice cream shops, ethnic food restaurants, lunch options like a premium deli or café, sit-down breakfast options like a diner, and a wide range of sit-down restaurants that generally aim to provide more local choices within Wildwood itself.

Wildwood's daytime population and lack of a predictable, growing "lunch crowd" has been reported as a contributing factor to the recent closing of past restaurants, as well as a deterrent to potential new establishments opening. Therefore, what a successful restaurant business model looks like in Wildwood may be distinct from profitable restaurant concepts in other communities – but it appears that there are clear opportunities to better leverage Wildwood's local market. More detailed business development strategies within these retail segments will be structured in the final plan.

An important factor in forecasting the next 5-10 years of the Wildwood retail and restaurant market is anticipating the impact of new housing units, or "rooftops." There are currently 300-500 new housing units in concept development or formally proposed in Wildwood's Town Center right now – that is significant. Based on the current median disposable income, those new households will yield tens of millions of dollars of new disposable income to the local market. This is ultimately based on a wide variety of factors which will ultimately influence that final disposable income figure, but it illustrates the impact and relationship between increasing the total number of households in Wildwood and growing local market demand. As the axiom states, "rooftops drive retail." Further, any additional new housing beyond this near-term window will similarly have a continued positive impact on market demand.

DRAFT
FOR ADOPTION



Retail Gap Analysis Summary (2014)

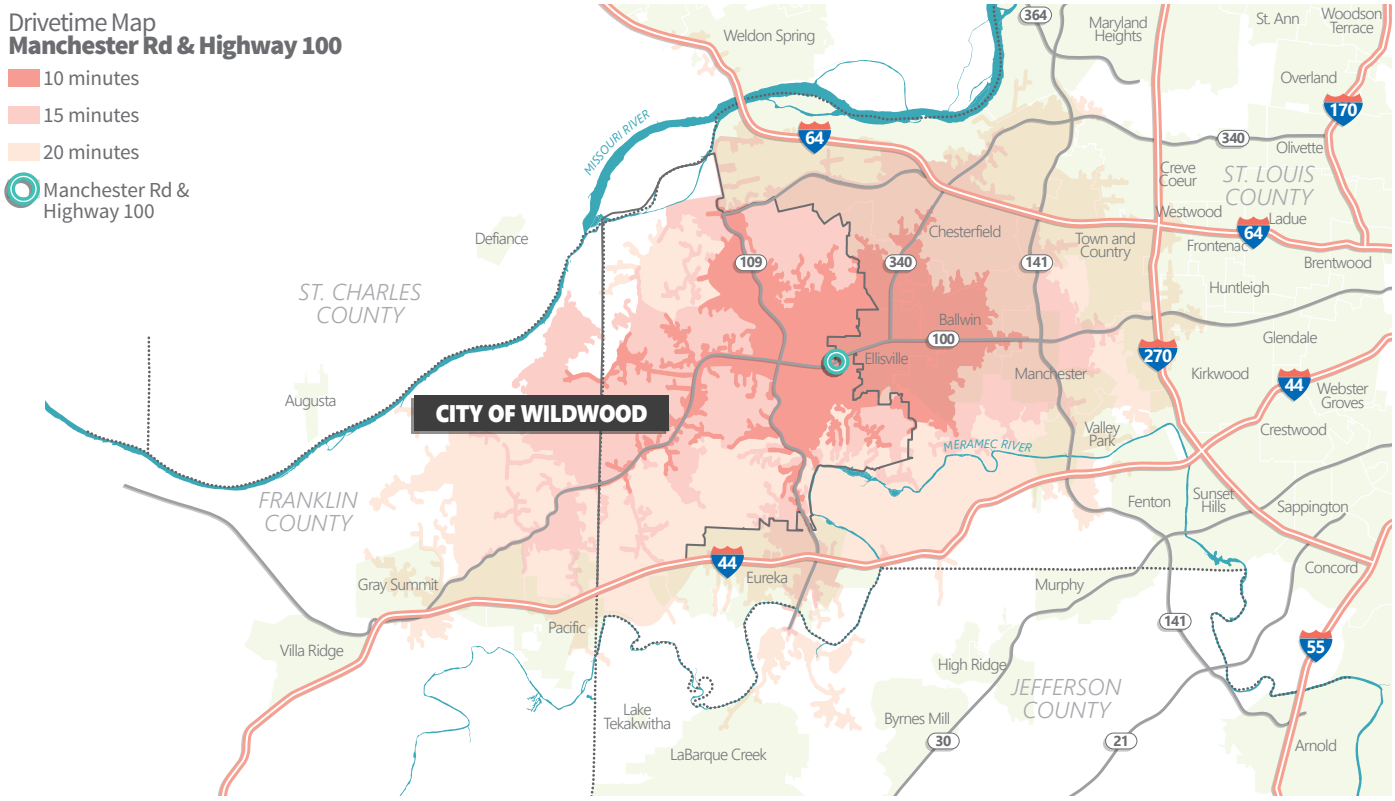
Wildwood: Intersection of Main Street and Taylor Road

Summary Demographics	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Population	46,096	120,433	205,144
Households	17,209	45,681	78,702
Median Disposable Income	$79,091	$76,814	$72,441
Per Capita Income	$48,464	$48,890	$48,221

Overview	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Total Retail Gap	$153.9	$398.6	$324.9
Total Retail Trade	$125.7	$325.1	$220.7
Total Food & Drink	$28.2	$73.5	$104.2

Retail Gap by Industry Group	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*
Motor Vehicle & Parts Dealers	-$143.5	--	-$56.2	--	-$25.3	--
Furniture & Home Furnishings Stores	$10.6	26,481	$16.0	39,877	-$4.7	-11,776
Electronics & Appliance Stores	-$9.2	-22,887	$4.8	11,896	$5.8	14,479
Bldg Materials, Garden Equip. & Supply Stores	-$9.6	-23,916	$15.1	37,687	$21.1	52,762
Food & Beverage Stores	$23.7	59,353	$19.0	47,469	$79.5	198,761
Health & Personal Care Stores	-$13.8	-34,591	-$34.7	-86,875	-$14.1	-35,298
Gasoline Stations	$52.2	--	$83.6	--	$101.3	--
Clothing & Clothing Accessories Stores	$35.3	88,127	-$17.0	-42,589	-$64.7	-161,861
Sporting Goods, Hobby, Book, & Music Stores	-$2.8	-7,024	-$19.6	-48,976	-$33.2	-83,056
General Merchandise Stores	$127.8	319,615	$179.5	448,696	$19.8	49,620
Miscellaneous Store Retailers	$8.0	20,089	$24.5	61,153	$32.5	81,326
Nonstore Retailers	$46.9	--	$110.4	--	$102.8	--
Food Services & Drinking Places	$28.2	70,378	$73.5	183,710	$104.2	260,379

**Potential is based on an average sales of $400/sq. ft. Motor Vehicles & Parts Dealers, Gas Stations, and Nonstore Retailers are not included in this calculation.*
Source: ESRI Business Analyst; Houseal Lavigne Associates



Retail Gap Analysis Summary (2014)

Wildwood: Intersection of Manchester Road & Highway 100

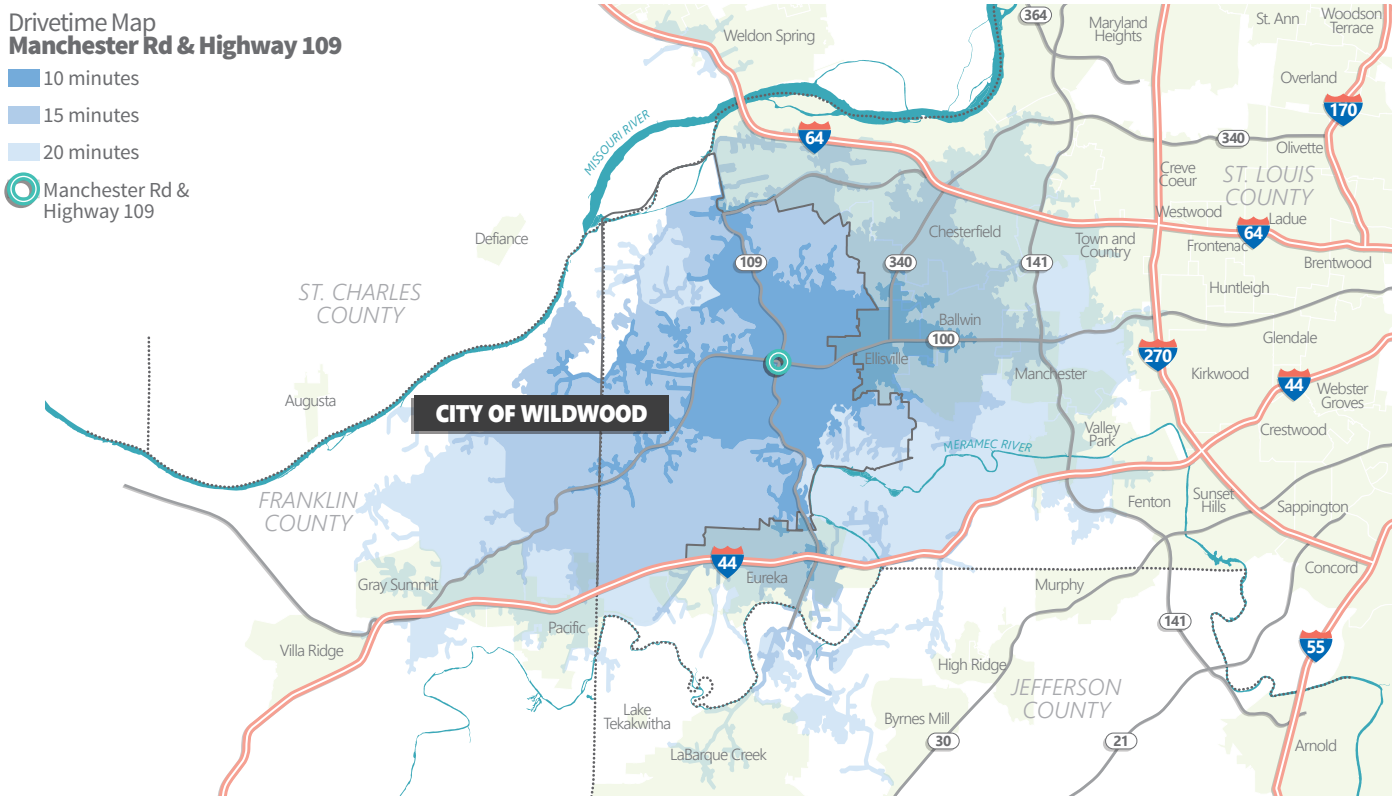
Summary Demographics	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Population	57,803	145,977	216,832
Households	21,408	55,600	83,421
Median Disposable Income	$78,923	$75,772	$72,639
Per Capita Income	$48,728	$49,019	$48,862

Overview	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Total Retail Gap	$218.4	$321.6	$354.4
Total Retail Trade	$183.8	$225.4	$248.6
Total Food & Drink	$34.6	$96.2	$105.8

Retail Gap by Industry Group	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*
Motor Vehicle & Parts Dealers	-$135.2	--	-$28.5	--	$13.5	--
Furniture & Home Furnishings Stores	$14.0	34,919	$1.6	3,984	-$4.7	-11,788
Electronics & Appliance Stores	-$5.5	-13,835	-$7.5	-18,645	$11.0	27,483
Bldg Materials, Garden Equip. & Supply Stores	-$10.0	-25,117	$19.7	49,279	$27.9	69,627
Food & Beverage Stores	$16.5	41,178	$25.1	62,672	$79.0	197,464
Health & Personal Care Stores	-$10.9	-27,303	-$46.8	-116,968	-$3.5	-8,675
Gasoline Stations	$54.1	--	$69.3	--	$102.6	--
Clothing & Clothing Accessories Stores	$40.0	100,034	-$10.1	-25,323	-$99.9	-249,685
Sporting Goods, Hobby, Book, & Music Stores	-$15.1	-37,831	-$19.7	-49,168	-$32.6	-81,511
General Merchandise Stores	$168.0	420,016	$73.4	183,556	$14.6	36,623
Miscellaneous Store Retailers	$11.3	28,152	$27.7	69,185	$36.3	90,791
Nonstore Retailers	$56.7	--	$121.2	--	$104.4	--
Food Services & Drinking Places	$34.6	86,482	$96.2	240,574	$105.8	264,485

**Potential is based on an average sales of $400/sq. ft. Motor Vehicles & Parts Dealers, Gas Stations, and Nonstore Retailers are not included in this calculation.*
Source: ESRI Business Analyst; Houseal Lavigne Associates

DRAFT
FOR ADOPTION



Retail Gap Analysis Summary (2014)

Wildwood: Intersection of Manchester Road & Highway 109

Summary Demographics	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Population	38,214	109,277	206,216
Households	14,153	40,725	79,265
Median Disposable Income	$81,853	$78,220	$71,436
Per Capita Income	$48,652	$49,084	$47,112

Overview	10 Minute Drivetime	15 Minute Drivetime	20 Minute Drivetime
Total Retail Gap	$89.6	$332.8	$1,065.4
Total Retail Trade	$67.3	$282.1	$973.9
Total Food & Drink	$22.4	$50.7	$91.4

Retail Gap by Industry Group	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*	Retail Gap ($M)	Potential (Sq. Ft.)*
Motor Vehicle & Parts Dealers	-$140.1	--	-$95.7	--	-$31.2	--
Furniture & Home Furnishings Stores	$8.1	20,170	$21.4	53,532	-$3.8	-9,583
Electronics & Appliance Stores	-$9.8	-24,459	$6.8	16,980	$6.1	15,371
Bldg Materials, Garden Equip. & Supply Stores	-$7.8	-19,594	$5.6	14,049	$19.3	48,147
Food & Beverage Stores	$7.5	18,795	$62.1	155,240	$92.1	230,309
Health & Personal Care Stores	-$18.5	-46,312	$4.3	10,696	-$36.0	-89,886
Gasoline Stations	$43.6	--	$89.1	--	$47.4	--
Clothing & Clothing Accessories Stores	$29.4	73,574	$2.8	6,885	-$31.8	-79,469
Sporting Goods, Hobby, Book, & Music Stores	-$3.6	-9,122	-$24.9	-62,335	-$32.8	-82,084
General Merchandise Stores	$112.1	280,254	$216.9	542,321	$70.8	176,902
Miscellaneous Store Retailers	$6.1	15,182	$19.7	49,235	$29.3	73,243
Nonstore Retailers	$40.4	--	$92.7	--	$111.5	--
Food Services & Drinking Places	$22.4	55,897	$64.6	161,564	$102.9	257,267

*Potential is based on an average sales of $400/sq. ft. Motor Vehicles & Parts Dealers, Gas Stations, and Nonstore Retailers are not included in this calculation.
Source: ESRI Business Analyst; Houseal Lavigne Associates

Office Market

An interest has been expressed in attracting more office development to the community and recruiting more employers and daytime population to the community. The office market sector is key in evaluating these goals. This section summarizes conditions and trends in both the regional and local office markets. Data was obtained from NAI Desco (Q2 2015) and Colliers International (Q2 2015).

St. Louis Regional Market

The St. Louis regional market has an unemployment rate at 5.7%, and despite some recent stagnation in job growth, the office market continues to absorb existing development square footage. Since 2013 the St. Louis regional market has absorbed over 1 million square feet of space, which includes nearly 200,000 square feet in the second quarter of 2015 alone. From the regional perspective, Clayton and Downtown St. Louis continue to be the main drivers of Class A space and capture much of that demand throughout the greater region, while the St. Charles and West County B Class submarkets perform at the second tier of main regional activity. Average quoted rental rates in the St. Louis region, within the Class A sector were $21.68, and $16.56 in the Class B sector.

Vacancy rates are at 11.1% for the entire region, which is down more than a full percentage point since 2014. Unfortunately the average per square foot rental rate is at approximately $17.40, which is below the historical regional average of $18/sq. ft., and the St. Louis office market has not performed above that $18/sq. ft. market since prior to 2010. As a result, the office market in the greater St. Louis region remains stable, but sluggish. Developers are not building any speculative office space and are being very conservative even when they are working directly with known tenants.

The office market has been challenging everywhere nationally since the Great Recession. Although a very complex analysis, one of the central drivers has been that many employers have survived the recession and remained in business. Many of them laid off workers but kept their existing square footage and did not or were not in a position to downsize their office spaces. As hiring came back nationally and new employees were added, in effect, these new people just took the vacant desks sitting in already-leased, existing office space capacity. As a result, office absorption rates performed pretty weakly in recent years, even as the economy and hiring rebounded.

This had been particularly true in the St. Louis region until 2013. However, with recent activity, NAI Chief Global Economist, Dr. Peter Linneman, has recently stated, “As full job recovery has occurred and the empty desks have been filled, incremental unleased space has been absorbed, much to the surprise of those who declared office absorption dead.” As existing space fills up, it drives higher rents and demand for new office construction. All of this is positive trends for the St. Louis region and for Wildwood’s position within the office marketplace. It presents a regional market with opportunities, however, very targeted and moving at a very deliberative pace.

DRAFT
FOR ADOPTION

West County Submarket & Market Implications

Wildwood competes in the West County office submarket, against communities like Chesterfield, Ellisville, Ballwin, Manchester, and Town & Country. It is important to note, that versus local cultural references to "West County," the office submarket is divided more specifically, which segments out Clayton, the I-270 Creve Coeur/Westport area, and the West County area bound by I-64, I-270, and I-44, which is where Wildwood is located.

The West County submarket has the second-least amount of existing Class A and Class B office space, only above St. Charles in terms of the greater St. Louis region. There are 77 Class A buildings and 61 Class B buildings. Vacancy rates are higher than the regional average, at 8.1% for Class A space and 9.6% for Class B space. Another factor for the West County submarket's competition in the region is it features some of the higher rental rates, with $22.78 per square foot for Class A space and $20.15 per square foot for Class B space – this is in contract, for example, with only approximately $18/ sq. ft. in Downtown St. Louis for Class A space and only $19/ sq. ft. for Class B space in Clayton. Although these rental rates may price out certain smaller office users and smaller employers, it also helps produce potential revenue for any new construction projects. Finally, although the West County market has experienced a lot of market absorption in the Class B office product, there has been some increased vacancy recently in Class A space.

Market Implications for Office Market

Ultimately there is a market for new office development in Wildwood; however, one of the main questions is how far into the future. Without direct access to the interstate, there will be certain limitations on which types of companies want to locate in Wildwood, versus cities like Chesterfield and Manchester, both direct competitors in the West County submarket. Further, certain office users and businesses will prefer to locate in the City of St. Louis, Clayton, and North County near Lambert St. Louis International Airport. Future office construction in Wildwood will likely produce some Class A space, but there will also be demand for Class B and office park or employment park styled developments. The demand for space will likely be in smaller square footage increments than most other parts of the St. Louis region and even in comparison to adjacent cities, such as Chesterfield.

Therefore, Wildwood's economic development strategy must be targeted to a range of office uses and then further targeted to specific locations within the City. Further, in light of a flurry of recent residential proposals, the City of Wildwood may need to evaluate locations for future office development and preserve that available real estate for commercial and office use, since that demand may not materialize until later in the mid-term future. Strategies and potential tenant businesses can be further explored in the final economic development plan.

Office Submarket Snapshot

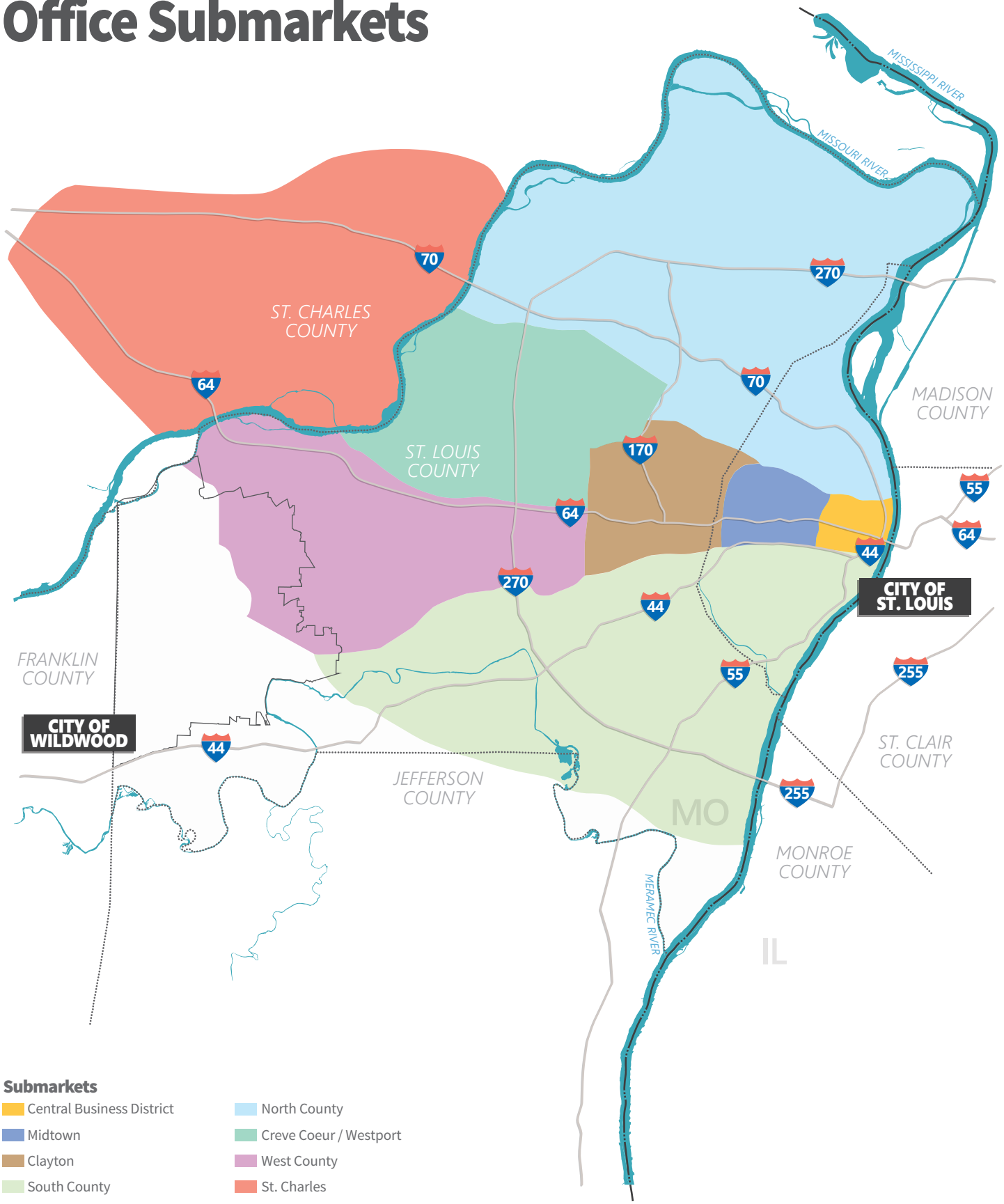
Greater St. Louis Region

Market	Existing Inventory (sq. ft.)	Number of Buildings	New Deliveries (YTD)	Vacant Space (sq. ft.)	Vacancy Rate	Average Rent (sq. ft.)	Absorption (Quarterly)	Absorption (YTD)
Class A								
CBD	9,639,250	27	0	160,110	12.0%	$17.97	154,198	-108,652
Midtown	848,817	7	0	66,721	7.9%	$23.46	-8,709	-13,361
Clayton	5,272,761	31	0	461,306	8.7%	$26.03	65,034	35,961
South County	1,466,398	21	0	87,262	6.0%	$21.27	-7,755	-7,269
North County	3,788,709	23	0	244,529	6.5%	$18.35	56,723	84,850
Creve Coeur / Westport	5,801,857	43	0	705,771	12.2%	$21.71	-46,482	-171,425
West County	7,422,841	77	0	598,908	8.1%	$22.78	-1,477	-206,166
St. Charles	2,533,486	22	0	250,467	9.9%	$20.18	1,404	-164,940
Class A Totals	**36,774,119**	**251**	**0**	**3,575,074**	**9.7%**	**$21.47**	**212,936**	**-551,002**
Class B								
CBD	9,132,579	68	0	1,700,062	18.6%	$13.33	-2,375	5,572
Midtown	1,030,598	21	0	75,534	7.3%	$12.13	9,600	11,634
Clayton	2,487,145	45	0	110,901	4.5%	$19.33	-4,250	14,087
South County	4,190,461	52	0	420,292	10.0%	$20.44	16,560	23,624
North County	5,166,271	41	0	429,908	8.3%	$15.25	6,367	6,327
Creve Coeur / Westport	5,617,679	117	0	662,645	11.8%	$17.19	2,774	66,182
West County	2,772,199	61	0	266,328	9.6%	$20.15	19,104	783
St. Charles	1,655,529	46	0	162,096	9.8%	$16.12	24,274	36,211
Class B Total	**32,052,461**	**451**	**0**	**3,827,766**	**11.9%**	**$16.74**	**72,054**	**164,420**
Class C								
CBD	3,508,818	40	0	845,471	24.1%	$13.05	-$96,227	-110,914
Midtown	896,212	27	0	26,091	2.9%	$12.12	$3,376	9,477
Clayton	1,249,788	31	0	114,653	9.2%	$17.48	-$2,252	1,188
South County	970,812	36	0	66,974	6.9%	$12.66	-$12,685	-6,345
North County	1,483,426	34	0	95,373	6.4%	$12.90	-$2,855	18,088
Creve Coeur / Westport	938,070	33	0	154,377	16.5%	$15.97	$1,431	3,978
West County	422,905	11	0	16,957	4.0%	$16.56	$2,582	-3,912
St. Charles	250,313	8	0	28,086	11.2%	$12.66	$2,685	2,341
Class C Total	**9,720,344**	**220**	**0**	**1,347,982**	**13.9%**	**$14.18**	**-$103,945**	**-86,099**
TOTAL	**78,546,924**	**922**	**0**	**8,750,822**	**11.14%**	**$17.46**	**$181,045**	**-472,681**

Source: Colliers International

DRAFT
FOR ADOPTION

St. Louis Regional Office Submarkets



Industrial Market

Although a small segment of the Wildwood community in 2015, part of the community's interest in local employment growth could be filled by certain industrial land uses. This section details industrial market trends within both the regional and local industrial markets. Data was obtained from NAI Desco (Q2 2015) and Colliers International (Q2 2015).

St. Louis Regional Market

The St. Louis regional industrial market contains roughly 265 million square feet of industrial space and has experienced strong growth trends recently. Colliers International states "average rental rates in the region are now at their highest level since 2010," and "that by the end of second quarter 2015, average rental rates in the region increased to $4.11 per square foot. They predict that rental rates will continue to rise as existing square footage is further reduced by increased occupancy and the pursuit of limited available space becomes more competitive.

The lack of Class A space is driving the regional market's demand and growth which has yielded more than 2 million square feet of new construction in the greater St. Louis area. The industrial vacancy rate is 7.3%, which is down from 8% exactly a year ago. In general the market forecast is strong for the St. Louis region and it is anticipated that vacancy rates will continue to decline, rental rates will continue to increase, and additional new construction projects will be proposed in 2016 and 2017.

One important note is many of the "big moves" in the regional industrial market have been in the Illinois submarket. Illinois is leading all St. Louis area submarkets with the best absorption rate, with 1.4 million square feet of space filled in 2015. Further, the region's largest new construction projects are found in Illinois, including the Gateway RT Distribution Center, as 673,000 square foot facility built for the Saddle Creek Corporation, and a 410,000 square foot facility built for World Wide Technologies.

DRAFT
FOR ADOPTION

Industrial Submarket Snapshot
Greater St. Louis Region

Submarket	Number of Buildings	Existing Inventory (sq. ft.)	Direct Vacant Space (sq. ft.)	Sublease Vacant Space (sq. ft.)	Total Vacancy Rate	YTD Net Absorption (sq. ft.)	Under Construction (sq. ft.)	Quoted Rates
Illinois	702	40,129,263	1,402,225	25,626	3.6%	1,110,602	0	$3.62
St. Louis City	1,802	77,372,098	8,980,208	120,000	11.8%	266,532	0	$2.95
Central St. Louis County	888	27,511,701	1,396,309	6,488	5.1%	-104,907	79,000	$4.31
North St. Louis County	700	47,094,780	3,795,483	64,177	8.2%	-439,713	749,775	$4.33
South St. Louis County	498	17,789,531	925,691	31,530	5.4%	-110,957	0	$6.23
West St. Louis County	720	26,515,332	1,669,690	47,613	6.5%	179,677	12,802	$5.90
St. Charles County	806	27,866,571	714,560	2,500	2.6%	14,558	0	$5.23
MARKET TOTALS	**6,116**	**264,279,276**	**18,884,166**	**297,934**	**7.3%**	**915,792**	**841,577**	**$4.11**

Source: Colliers International

West St. Louis County Submarket & Market Implications

The St. Louis region industrial market is divided into 7 submarkets. Wildwood is located in the West St. Louis County submarket, which is not one of the region's weaker markets, but has also not experienced some of the major new construction and growth that Illinois, St. Charles County, and areas near Lambert St. Louis International Airport have seen. West County's submarket features 720 existing buildings with more than 26 million square feet of available space. The vacancy rate stands at 6.5% and the most recent absorption rate only took 179,677 square feet of space off of the market. Because of the approximately 1.7 million square feet of vacant industrial space in West County there is only one facility currently under construction, a smaller building at about 12,000 square feet.

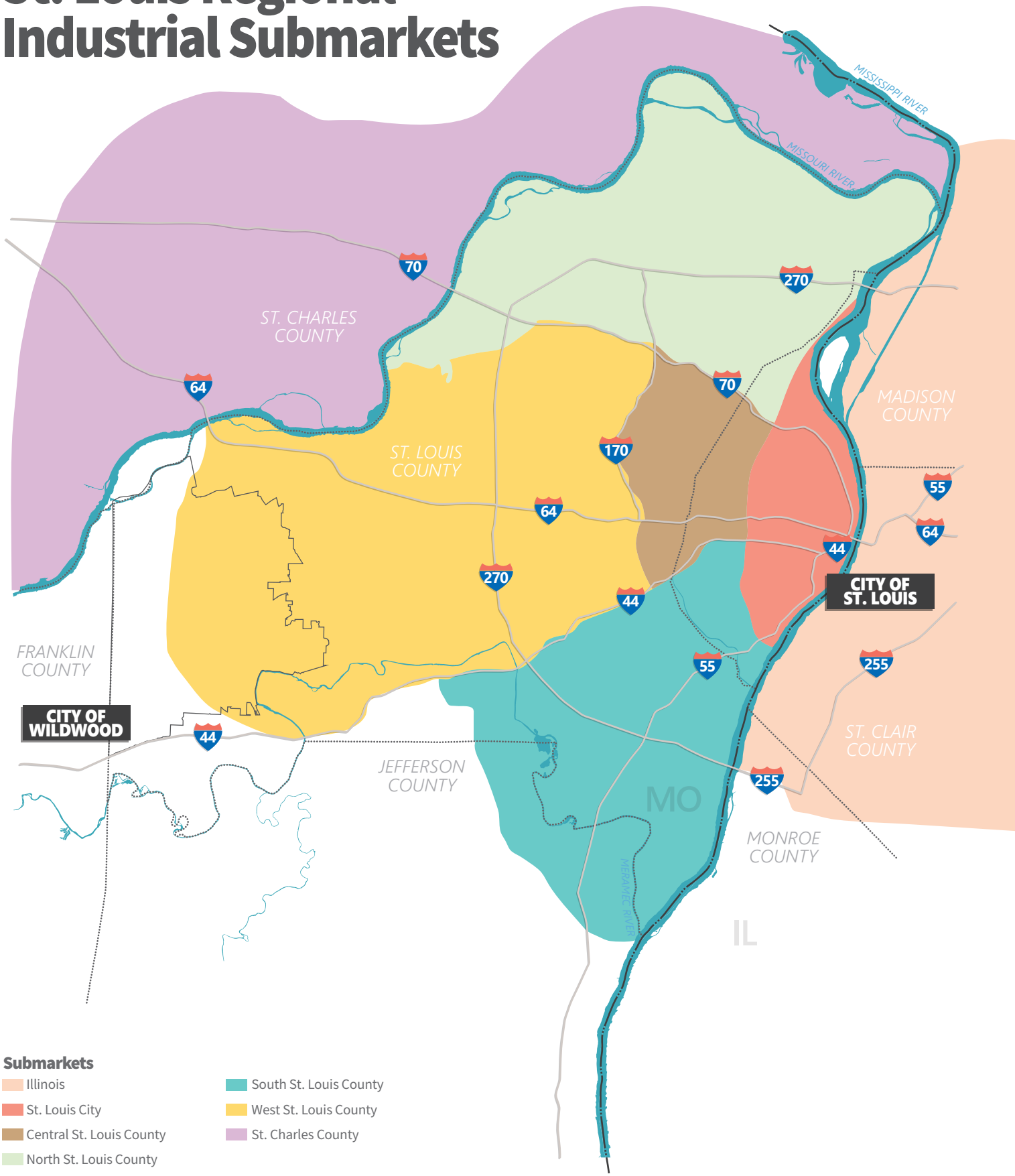
Most of the major, recent leases in the St. Louis region have been more medium-sized Class A and Class B facilities between 30,000 square feet and 65,000 square feet, primarily for distribution and warehousing tenants – again, primarily in Illinois, North County, and further west into St. Charles County. Currently Wildwood and its immediate neighbors lack such facilities or an industrial or business park property in this type of submarket segment and there are no known proposed construction projects.

Market Implications for Industrial Market

Historically, industrial land uses have not been a part of the vision for the City of Wildwood. Recent interest in attracting more local employers may be a cause for an evaluation on how certain "back office" and other low-impact, light industrial businesses, which typically locate in business parks and employment centers, fit into the future of Wildwood. However, there will be certain challenges to pursuing this type of development in Wildwood. There appears to be an adequate supply of vacant space for the near-term future and new construction projects will be limited.

As the St. Louis region's industrial growth continues it will drive demand for existing space, which may increase interest in West County, while also pushing demand for new construction. Wildwood could likely target certain industrial and business park uses but it will probably appeal to be a very specific submarket that requires approximately 10,000 to 50,000 square feet of space in flexible facilities, and businesses that do not need immediate interstate access. Strategies and potential tenant businesses can be further explored in the final economic development plan.

St. Louis Regional Industrial Submarkets



Submarkets

- Illinois
- St. Louis City
- Central St. Louis County
- North St. Louis County
- South St. Louis County
- West St. Louis County
- St. Charles County

DRAFT
FOR ADOPTION

4 TOWN CENTER DISTRICTS

The Town Center is a large expansive area that presents a variety of different physical or urban design conditions that will help determine what types of businesses are most likely to locate in a specific development or district, as well as where certain types of businesses may be most successful. These conditions include the variety of land uses, architectural styles, densities, roadway configurations, pedestrian and cyclist connectivity, visibility, and other site-specific factors that impact how the larger Town Center area functions.

These "districts" may or may not influence other official City policies, however, they can be thought of as "development character areas" that help define what type of specific business uses are most appropriate for certain parts of the Town Center, and what types of development would likely be most compatible with existing structures and roadway infrastructure. Used in this manner, these districts can better inform and direct business recruitment, retention, and expansion programs. Economic development actions should be tailored to the unique conditions found in each district within the Town Center. Each district is described and its physical and economic conditions catalogued, as well as currently undeveloped sites, in the following sections.

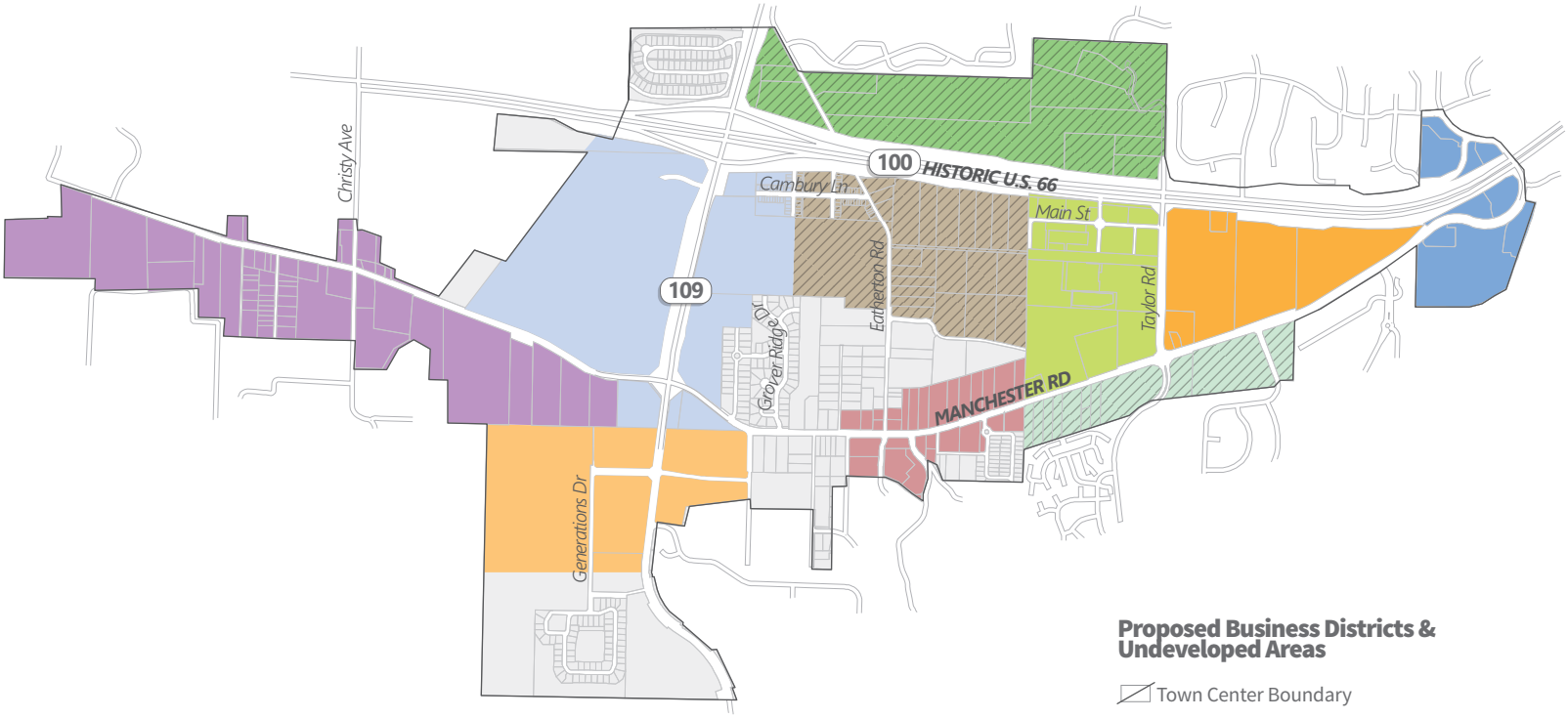
Eastern Gateway

The City of Wildwood's boundaries begin slightly east of the intersection of Manchester Road, Westglen Farms Drive, and State Route 100, but that signalized intersection acts as the community's eastern gateway. This commercial node acts as a neighborhood retail and service district, anchored by the Village Plaza and Wildwood Crossing shopping centers. There are a number of bank and restaurant out lots along with strip center retail and service. There are also a number of medical, dentistry, and related uses as well. The Manchester Road corridor was recently selected by East-West Gateway as a Great Street project, in coordination with a number of community along the roadway.

Dierbergs Town Center

The Dierbergs grocery store location in Wildwood is considered part of the Town Center but most of its urban design is typical of a suburban shopping center. However, it includes more pedestrian and cyclist amenities as well as connectivity to adjacent sites than is commonly found in other suburban shopping centers of a similar size and scale. The site is fed by a sidewalk network and bicycle trail and is accessed via a pedestrian-scale street network that features attractive streetscaping. Further, the center's out lots are designed more as a part of the Taylor Road streetwall and contribute to an urban character for the "Downtown" portion of the Town Center. The well-marked, landscaped, and designed crosswalk at Main and Taylor also reinforces connectivity between the Dierbergs site and the Main Street portion of Town Center to the west.

DRAFT
FOR ADOPTION



Proposed Business Districts & Undeveloped Areas

- Town Center Boundary
- Eastern Gateway
- Dierbergs Town Center
- Main Street Town Center
- Historic Manchester Road District
- College District
- Pond Historic District
- Interchange District
- North of 100 Area
- Main Street Extension Area
- Town Center South Area
- Business Districts on Undeveloped Land

Main Street Town Center

The core walkable, traditional "Downtown" area within Wildwood is defined by the six blocks along Main Street and Plaza Drive. The district includes buildings that are built-to the sidewalk and "hold the corners," such as the structure that includes Starbucks or the buildings located on the Fountain Plaza traffic circle; there is a traditional multi-story streetwall present that includes the Wildwood Hotel and the building between Fountain and Eastgate Lane. These features reinforce the vision of a traditional "central business district" designed around a walkable, human-scale block pattern and multi-story, mixed-use buildings.

However, the district also includes urban design more typical of an auto-oriented suburban environment, such as the Walgreen's, as well as a major parking garage and a lot of surface parking. The district is home to a number of special events and festivals and serves as the "community meeting place" or cultural heart of the Wildwood community. There is undeveloped land between Main Street and Manchester Road that is envisioned in the Town Center Regulating Plan as both "Neighborhood Edge" and "Workplace" land uses.

Historic Manchester Road District

On Manchester Road, west of Larry's Tavern, the corridor transitions into a more 19th and early 20th Century historic character that features houses converted to commercial uses and infill, small-scale commercial strip centers. The district features a number of destination retailers, such as Three French Hens, Porch, Imogene's, as well as Grover Post Office branch. Although the district features overhead utility lines, on-site parking lots, and sidewalks that directly abut the curb, the area is still conducive to pedestrians and cyclists and presents an "old town" charm. Unlike other parts of Wildwood which feature leased shopping center space, many of the commercial structures in this district are owner-occupied and represent substantial investments by local, small business owners.

DRAFT
FOR ADOPTION

College District

Located along State Route 109, south of Manchester Road, there is a cluster of commercial uses adjacent to the YMCA and St. Louis Community College campus. This district includes a mix of office uses located in the Westridge Centre and retail, service, and restaurant businesses located in Wildwood Square. Located at the intersection of a five-lane highway (State Route 109) and a four-land, landscaped median divided boulevard (New College Avenue), the district is primarily auto-oriented and pedestrian mobility is generally limited. The business district is adjacent to Rockwoods Reservation, which is located directly to the west, south, and southeast, and is operated by the Missouri Department of Conservation. The district acts as a gateway into the Town Center for motorists traveling State Route 109 through the rolling, wooded terrain.

Pond Historic District

Located along Manchester Road, west of State Route 109, is another mixed-use district with 19th Century roots. The Old Pond School is listed on the National Register of Historic Places, is located at 17123 Manchester Road, and presents an important site to plan in harmony with future economic development, growth, and new construction. The site is heavily wooded, slightly elevated from the roadway, and features a stone retaining wall with a wrought iron fence; all of these elements present a historic character and clear transition from the interchange and College district areas as motorists travel west on Manchester Road.

The remainder of the district features a number of churches, Pond Elementary, Wildwood Middle School, auto repair businesses, light industrial uses, and Big Chief Roadhouse. Along with this eclectic mix of land uses, most of these sites are significantly less dense than other commercial properties in Wildwood, typically being set further back from the roadway and featuring more greenspace and trees. In general, the district presents an urban design character that reflects Wildwood's more rural heritage and early development patterns.

Interchange District

The intersection of State Route 100 and State Route 109 is designed as a major four-ramp interchange that manages heavy traffic volumes and motorists traveling at high speeds. The quadrants surrounding the interchange have been developed by the Crest Windsor subdivision to the northwest, the Phillips 66 to the southwest, and the BP gas station to the southeast. The northeast quadrant remains undeveloped, but is directly adjacent to Sandalwood Creek Drive. Cambury Lane, a multi-family development, is accessed from the interchange area near BP, and is the only existing residential development in the district.

The remainder of the district is largely undeveloped, traveling south to the intersection with Manchester Road, near the Metro West Fire Protection District facility. Bonhomme Creek flows throughout this undeveloped area and there are significant changes in grade on potential development sites. The Town Center Regulating Plan envisions this area as "Workplace" uses along the State Route 109 frontage, buffered from residential areas outside the Town Center with "Neighborhood General" and "Neighborhood Edge" transitional uses.

DRAFT
FOR ADOPTION

Undeveloped Areas

We have also analyzed the three remaining, major tracts of land available for development that carry significant impact for the final build-out of the Town Center. They include:

- **North of 100 Area:** There is undeveloped land adjacent to residential neighborhoods north of State Route 100 with access from Taylor Road and State Route 109. The property abuts Sandalwood Creek residences only and is envisioned as a blend of "Neighborhood General" and "Neighborhood Edge" uses as part of the Town Center Regulating Plan. The area traverses from the State Route 100 and State Route 109 interchange to the entrance to the core walkable Town Center area off Taylor Road. As a result, the area has the potentially to directly contribute to Wildwood's "Downtown" while it may also be attractive to more auto-oriented developers leveraging State Route 100 frontage. Finally, residential development and a transition in land uses to buffer the single-family uses the north must be addressed. There is currently a proposal for 194 housing units on a portion of the site.
- **Main Street Extension Area:** Main Street currently terminates at City Hall, but is aligned with Crestview Drive. The Town Center Regulating Plan envisions the undeveloped area to the west of "Downtown" as an extension of this walkable, mixed-use district. Beyond Eatherton Road the Plan calls for a transition to "Neighborhood General" as a buffer, with "Workplace" uses along the State Route 109 frontage. There are currently multiple proposals for residential development within this area. The extension of Main Street, envisioned to cross State Route 109 and curve south to Manchester Road, would provide enhanced connectivity between "Downtown" and other business districts and neighborhoods to the west. The area will also ultimately abut residential areas tucked within the business districts, such as on Grover Ridge Drive. The area could be developed in a variety of ways and carries considerable potential to support "Downtown" and Town Center activities.
- **Town Center South Area:** There is a series of undeveloped parcels on the south side of Manchester Road, immediately adjacent to where the Town Center transitions into the "Downtown" district. The Town Center Regulating Plan envisions this area as "Neighborhood General" to the east of Taylor Road, and there is currently a proposal for 38 housing units on that site. The Plan calls for "Workplace" uses west of Taylor Road, ultimately blending into the historic Manchester corridor at the Eatherton Road intersection. This area has the potential to support "Downtown" business activities, as well as perform a transition between the Manchester Road corridor. Regardless, this area must also effectively transition from the residential uses to the south, such as the Villages of Cherry Hills.

DRAFT
FOR ADOPTION

5 ECONOMIC DEVELOPMENT VISION

This chapter presents the final recommendations that construct the economic development vision, goals, objectives, and five priority action items for the City of Wildwood. While other plan chapters support and substantiate the final recommendations, this chapter represents the strategic action plan for strengthening the City of Wildwood's economic development planning efforts. The City's Vision for Economic Development establishes the general framework for the five detailed **Priority Actions**, which drilldown into a series of key **Initiation Steps**.

This chapter helps serve as the "ways, ends, and means" of the Economic Development Strategic Plan. The *vision and goals* establish the "ends," or the broad, long-range desired outcomes. The *Priority Actions* provide the "ways," which are more precise and measurable guidelines for planning action aimed at achieving one or many goals. Finally, the *Initiation Steps* within the Plan provide the "means," identifying specific techniques and resources to carry out the objectives in clearly tangible, actionable detail.

Vision & Opportunity

Twenty years after its founding as one of the most distinctive communities in the Midwest, the City of Wildwood presents itself as one of the most desirable communities in the St. Louis region. Founded on a blend of environmental conservation and New Urbanism, the City of Wildwood has stayed true to its founding principles and successfully achieved much of its original aspirations. Looking forward, the community is satisfied with its accomplishments and quality-of-life across its housing stock and neighborhoods, parks and open space, transportation amenities including a robust trail network, its local schools and colleges, its local government services and programs, and its community facilities. The one priority need is ensuring that the mixed-use Town Center achieves its full potential.

The City of Wildwood was just over a decade old when the Great Recession hit, which appears to have stalled out some of the commercial and mixed-use growth in the area. In 2015 the community appears to still be recovering and absorbing some of the vacancy and economic impact from the recession. This plan will act to stimulate a new wave of growth and development for Wildwood, leveraging its competitive position at a time when office, retail, restaurant, and other commercial development projects are building momentum across the St. Louis region. There is clear potential and growing opportunity for Wildwood to capture.

The City has indicated a willingness to shift its stance to more pro-active economic development efforts, including dedicating resources, staff time, and investments to targeted objectives. The primary emphasis over the next 2-3 years will be (1) working with the business and development community to identify strategies to stabilize the existing building stock and fill vacancy, while (2) beginning to align resources and plant the seeds for new construction approximately 5 to 10 years into the future. Evaluating new housing construction in the Town Center is also another critical decision point, which will add new rooftops and more disposable income to the area, while the City takes other strategic actions to grow and expand Wildwood's competitive market position.

DRAFT
FOR ADOPTION

The Wildwood Town Center can serve two important functions for the community, and that approach captures the high-level vision for the community. For local residents, the area can act as the center of life in Wildwood. This center can provide for a variety of needs and services, including serving as the cultural "heart and soul" and a central gathering place for town. But the vision should also include acting as that classic "downtown" for the greater area generally defined by I-64, I-270, and I-44. The established communities in this area, such as Chesterfield, Ellisville, Ballwin, Manchester, and Eureka lack a traditional, walkable, mixed-use neighborhood that can serve a wide range of functions for residents in this part of greater St. Louis. This could range from a Friday & Saturday night dining and entertainment destination, to a center of employment, to a hub to launch into outdoor recreation activities, to a distinctive backdrop for parades, festivals, and special events.

Wildwood's Town Center must serve as the local community's downtown, but it could realize its full potential by being positioned as this part of the St. Louis region's go-to district much in the way the University City's Delmar Loop, Maplewood, Kirkwood, Webster Groves, St. Charles and other similar districts function for their sub-markets. Through this vision Wildwood can increase its total market potential and achieve a number of important community goals.

Primary Economic Development Goals

Although the intention and construction of this document is to identify (1) strategic action items and (2) prioritize clear implementation steps, Wildwood has a series of overarching economic development policy and community goals:

a. Create more local jobs

b. Add more daytime population and increase the residential population

c. Diversify and expand the tax base

d. Add local retail, restaurant, service, and better meet residents' consumer needs within Wildwood and add to overall quality-of-life, based on market demand

e. Identify growth and development opportunities to build-out the Main Street portion of Town Center and fully achieve Wildwood's original vision for its "downtown"

f. Develop as a center for entrepreneurship and new startups in the St. Louis region

g. Achieve these goals in a manner that is consistent and respectful of Wildwood's unique history and distinctive vision, as set forth in its Master Plan.

These general economic goals have helped informed the near-term strategy and implementation detail.

General Economic Development Strategic Approaches

Programming for Citywide Economic Growth

Wildwood should not be viewed in only terms of the Town Center. Development is an outcome or result of a complex set of economic, physical, and political conditions. The City's infrastructure, housing, residential quality-of-life, and public facilities all contribute to Wildwood's overall competitiveness. There are opportunities for the cross-promotion of certain businesses in Wildwood, and any Town Center strategies should be placed in a context of the larger community. And ultimately businesses view markets or trade areas, not municipalities when making investment decisions. As Wildwood initiates proactive economic development planning it must do so in a context that acknowledges the interconnectedness of the Town Center to the City as a whole, as well as how the local market functions beyond the municipal boundary.

Residential Density & Development

The classic development maxim is "rooftops drive retail." Although site selection has become more complex over the last 10 to 15 years, the two main drivers of such business investment remain the concentration of population in a trade area and those households' disposable income. Wildwood presents both high incomes and a critical mass of population, but when combined with its transportation network and the drop off in density west of Highway 109, it does not present itself as a conventional commercial or retail destination district.

Much of the existing trade area and its residents are served by developments in Chesterfield and the Manchester Road corridor traveling east to I-270. Wildwood's current retail, restaurant, and service business local economy appears to be still navigating a series of vacancies, declining or stagnant rents, and underperforming tenants. Generally, there is a "softness" in the local market that is still being absorbed slowly and incrementally since the recession. Therefore, strengthening the local market and existing commercial properties is outlined in the beginning of this chapter as a critical strategic priority for Wildwood.

One of the most impactful approaches to achieving that goal is adding new housing units to the City of Wildwood. During the course of this planning effort a variety of residential developments at varying stages of review and approval have been proposed, virtually all of them would be located in the Town Center, and they would increase the total net density of the neighborhood in a meaningful way.

Ultimately this new housing construction will benefit existing businesses and likely positively contribute to filling persistent vacancies while helping increase commercial rents. The City should not simply approve any new housing development only to benefit the local commercial market, and new construction should complement Wildwood's existing residential character. However, the City should carefully and strategically evaluate any new residential development and factor the positive impact it can have on driving new demand in the market. Once new housing is constructed and occupied, the City should incorporate those updated population and income statistics into their economic development efforts and promote the growing market to potential business investors and developers.

Leveraging Areas outside Town Center

Certain destination businesses, like Hidden Valley Ski Resort and Wildwood's many equestrian facilities, bring visitors to the community. Further, the City is a regional destination in the St. Louis metropolitan area for outdoor recreation and it features a number of high-quality public holdings, such as the Rockwoods Reservation. Further, a number of Purina Farms visitors stay at the Wildwood Hotel.

These are great examples of how the City of Wildwood can leverage its economic development potential as a "weekend recreation destination" within St. Louis, which can supply new disposable income to local shops, restaurants, and retailers. The potential exists to develop a series of community festivals and cross-promotional events that tie these destination areas throughout the City of Wildwood to the Town Center. The Wildwood Hotel is another important venue and traffic generator for this activity. This strategy can be employed through a blend of economic development and tourism programming.

Further, the opportunity likely exists to target niche retailers and themed restaurant concepts that draw from Wildwood's community character as a destination for outdoor recreation. Potential examples include running apparel stores, bicycle shops, canoe/kayak dealers, and sporting good retailers; any of these types of boutique, niche retailers would contribute to Wildwood's identity and brand as a destination for such activities while capturing existing visitor foot traffic in new ways.

DRAFT
FOR ADOPTION

Partnering with the Business Community

The City could easily pursue a host of economic development actions and programs without any collaboration with the business community but ultimately that is an ineffective approach. Ultimately, for the City and the community to achieve its goals, Wildwood businesses, commercial property owners, and the development community must be engaged as partners in achieving new investment. However, successful economic development programs, at their core, are public-private partnerships.

The Wildwood Business Association is a clear partner and City officials and staff should regularly attend their meetings and participate in their activities; further, the West St. Louis County Chamber of Commerce should be engaged to identify similar shared goals. These types of organizations will likely be some of the most effective means to communicate and plan with the business community and such approaches should be institutionalized as standard operating protocol for the City. This model can be replicated through a series of locally-focused business district associations, sometimes called "merchant associations," and the City should promote and encourage their creation. Finally, the City should welcome potential collaboration and partnerships with individual businesses and commercial property owners as well, and contact information and economic development programming material should be easily located on the City's website and regularly communicated through public information methods.

Further, business leaders will be an important part of establishing business recruitment, retention, and expansion programming, providing private sector perspectives as part of "city sales pitches" to potential new businesses as well as staffing regular site visitation meetings. Existing businesses and commercial associations and networks will also serve as the foundation of entrepreneurship development. Ultimately the business community will be integral to the City of Wildwood launching proactive economic development efforts and representing and promoting the community to businesses more broadly.

PRIORITY ACTIONS

DRAFT
FOR ADOPTION

The City of Wildwood wanted to examine the entire community's economic development potential and evaluate citywide and high-level strategies on a long-range timeline – but ultimately the project's final intention was to develop 3-5 clear, actionable, measurable priorities to begin the City's pro-active efforts.

Based on the breadth of analysis conducted, particularly balancing (1) the community's goals and desires, (2) the economic realities demonstrated through market assessments, and (3) the physical limitations and opportunities of specific development sites in Wildwood, these five action items have been developed. While the larger strategy envisions Wildwood 5 to 10 years into the future, these action items are squarely focused on the next 12 to 24 months. They were selected and are designed to produce near-term, tangible results and build sustainable, manageable momentum.

These five action items reflect the most immediate economic development programming steps the City could take to stimulate initial momentum for business growth in Wildwood. These efforts represent near-term strategies and have been constructed in tangible, direct action items that can begin immediately. Their approach limits the need for intensive resource investments, particularly financially, at this time and will begin to determine whether potential opportunities may materialize over the next 2 years.

As a result, this economic development programming approach needs to be *iterative*. The City will test strategies in the field through active implementation and ultimately the strategies must be *managed and modified* by City leaders based on project specifics and changing conditions. Each **Action Item** is further detailed in precise **Initiation Steps** that provide clear, immediate "out of the gate" moves for City staff, elected and appointed officials, and business leaders. Ultimately more complex public policy decisions may become part of project discussions, such as capital infrastructure investments and/or public financing incentives, and those steps must be rigorously evaluated at that time. But regardless, this five-point action agenda serves as the strategic catalyst for the City's emerging economic development programming.

Producing Results

These programs and initiatives will be implemented and administered through a performance management system that will provide City staff, elected, and appointed officials clear, measureable ways to track, monitor, and evaluate progress. Further, these "success metrics" will be easily leveraged to demonstrate progress to the public and the business community. Roles, responsibilities, management timelines, benchmarks and metrics, success definitions, and ongoing performance management systems are structured in *Chapter 6: Implementation*.

A Note on Lettering of Bullets

The following bullets throughout the document are lettered for organizational purposes only and do not indicate a hierarchy or prioritization at all. They are simply provided for reference purposes.

Action Item #1

Establish & Institutionalize a formal Business Recruitment, Retention, & Expansion Program

The fundamental message of this economic development strategic plan to the business community must be that the City of Wildwood is committing resources to being proactive in terms of business recruitment, retention, and expansion going forward. This approach will require roles and responsibilities from City staff, elected and appointed officials, and business groups like the Wildwood Business Association. Further, the City's economic development programming should ultimately include St. Louis County and State of Missouri agency coordination as well as partnerships with local colleges and universities. This new model will function, in effect, as a "community sales force," and will be most effective through iterative collaborations that leverage the strengths each sector brings to the table.

The most effective foundational approach to establishing municipal economic development activities is creating and managing an ongoing business recruitment, retention, and expansion program. Recruitment activities can vary based on a variety of factors, but retention and expansion programs (B|R+E) tend to be more consistent.

B|R+E Programs

Business retention and expansion programs begin with the recognition that as high as 86% of new jobs and capital investment is generated from existing employers, and likewise much and in many cases, new retail and restaurant activity directly stems from local business expansion. The importance of ongoing, institutionalized retention and expansion programs cannot be understated, and in many cases they are staffed and led by municipalities in their respective community.

Business retention and expansion programs generally aim to manage seven core goals:

a. Build strong relationships between public officials and business leaders

b. To demonstrate the support and commitment of public agencies towards the local business community and establish active collaboration

c. Identify communitywide or districtwide problems impacting the business community

d. Identify specific problems impacting an individual business or commercial/industrial property

e. Identify business sectors and specific companies at risk of downsizing or closing entirely

f. Identify businesses sectors and specific companies with the need or potential to grow and expand in the existing municipality

g. To help facilitate ongoing land use, development, and growth management planning

DRAFT
FOR ADOPTION

These goals are achieved through what is known as a "data-to-action" approach anchored by three key functions; these functions must be institutionalized, resourced, and managed as part of regular, ongoing municipal operations. Those functions are (1) regular business site visitation meetings, (2) the collection and examination of standardized data and analysis that is fed into an institutionalized business monitoring and tracking system, and (3) the use of these efforts to make strategic decisions, overseen by an Economic Development Task Force and executed by municipal staff. These efforts can also directly inform business recruitment activities as well as City policy, land use planning, and capital infrastructure programming more broadly as part of general municipal strategic planning. These efforts represent the "heart and soul" of municipal-led economic development programming.

Initiation Steps

a. The City should actively participate in the International Economic Development Council (IEDC) and at least one member of municipal staff should be a Certified Economic Developer (CEcD). The City should encourage private partner organizations to pursue training, education, and certification as well, to the extent to contributions to achieving the community's economic development goals.

b. The City should identify quarterly business recruitment objectives based on IEDC best practices and local community planning and pursue such investment through strategic partnerships with the development community.

c. The City should establish a formal business retention and expansion program that is provided adequate municipal resources and staffed by City personnel, in partnership with elected and appointed officials and business leaders through the Economic Development Task Force.

d. The City's business retention and expansion program should directly include the Economic Development Task Force, which should be responsible for coordinating with staff on tracking, monitoring, and evaluating the information collected as part of activities. Teams of community representatives, including staff, elected and appointed officials, and Chamber of Commerce individuals, should develop a routinely structured series of business visitation meetings that utilize a standardized survey tool.

e. The City should work with the business community to create a dedicated business and development website (i.e. Advantage Spokane, Washington: www.advantagespokane.com)

Action Item #2

Begin to Build a Community of Entrepreneurs and New Business Startups

A key community goal is developing more local employment but directly intertwined with that aspiration is establishing Wildwood as one of the centers of entrepreneurship and new business starts in the St. Louis region. Ultimately, due to a variety of physical and economic conditions, Wildwood's most strategic and competitive approach to office and major employment development will be through nurturing and cultivating small firms that grow and expand in Wildwood.

Wildwood's greatest strengths as a community can be leveraged as economic development assets too, including its beautiful landscape, high-quality residential of life, and the strength of its schools, parks, recreation opportunities, churches, and existing business districts. Further, some of Wildwood's existing local telecommuting professionals and home-based businesses may present an opportunity to mine talent that is already present in the community.

Entrepreneurial communities flourish because of a delicate mix of conditions, sometimes called an "entrepreneurial ecosystem." Incremental progress – *trial-and-error* – is central to the entrepreneurial and startup sector of the economy. Local governments working to partner with business startups also need to embrace incremental progress. Not all initial efforts will produce easily measureable returns, and the ultimate success of these efforts are measured over the long-term.

Wildwood should lead initial efforts to begin to establish a local culture and community that supports entrepreneurs and small, new business startups. Many of the critical actors, such as entrepreneurs, committed government agencies, colleges and universities, potential investors, and experienced business mentors, are already present in Wildwood. But they may not be networking and strategically planning for a local business climate that encourages and supports new ventures. Further, Wildwood benefits from its location in the St. Louis region and its entrepreneurial programming efforts should leverage the large employers, major research universities, regional economic development entities, and capital networks in the larger economy.

DRAFT
FOR ADOPTION

Initiation Steps

a. The City should establish a standing economic development sub-committee that focuses its programming energies on developing a local entrepreneurship community, while coordinating those efforts with Wildwood's larger economic development activities.

b. The City should partner with the Wildwood Business Association and the West St. Louis County Chamber of Commerce to develop a local Young Entrepreneurs Organization. Such a group should organize regularly "open coffee clubs" for entrepreneurs to meet and troubleshoot shared challenges as well as exchange leads and best practices.

c. The City and its university and business partners in the community should work to organize "entrepreneur office hours" where experienced business and startup mentors host open-forum events and one-on-one advising opportunities.

d. The City should work with the local colleges, universities, and even high schools, as well as the business community, to develop a Wildwood New Venture Challenge program.

e. The City should facilitate the creation of a local chapter of the StartUp America model, tailored to local interests, strengths, and resources, such as Startup Peoria (www.startuppeoria.com).

f. The City should organize a strategic planning meeting with the St. Louis Economic Development Partnership to identify shared goals and areas where Wildwood's local entrepreneurship and economic development goals coincide with existing regional efforts.

g. The City should evaluate opportunities to develop an IGNITE! Wildwood or partner with other communities to create an IGNITE! West County initiative, similar to other successful efforts nationally, including IGNITE! Fond du Lac (www.ignitefonddulaccounty.com).

h. The City should work with local entrepreneurs and businesses to participate in regional events, such as Startup Weekend St. Louis, Startup Connection, Global Entrepreneurship Week, and through more ongoing monthly trainings and events through groups such as Accelerate St. Louis. When reasonable and appropriate based on a critical mass of interest, the Wildwood community should launch local versions of such regional events in partnership with St. Louis entities.

i. As a long-term strategy, as part of Town Center economic development projects more broadly, the City should partner with local colleges, universities, land owners, and developers to evaluate the potential for the construction of incubator and/or accelerator space in Wildwood. Although a long-term outcome, early discussions and relationships can be considered in the near-term.

Action Item #3

Strengthen Wildwood's Town Center as a restaurant destination

A clear community desire is to have more restaurants and a wider range of varieties in the Town Center, particularly near Main Street. Further, consumer demand studies appear to demonstrate untapped demand in Wildwood's local and regional market for new restaurants. Community members have reported driving as far as 30-45 minutes for the types of sit-down restaurants they seek.

Although there has been recent restaurants closings and reports of challenges, such as the lack of daytime population, to operating a restaurant in Wildwood, it appears there is a clear opportunity. In fact, since this economic planning process has begun, new restaurants have located and opened in Town Center. A wide variety of restaurant concepts in Wildwood can work, the key is connecting entrepreneurs, investors, and building/property owners to make it happen.

The City should begin to work towards leveraging a new, distinctive restaurant in the core Town Center that could act as a destination anchor for Wildwood more broadly. Most vibrant, successful downtowns in similar suburban contexts are anchored by signature, landmark businesses and developing one or two such anchors in the near-term; sometimes those are museums, colleges, large parks, or other non-commercial uses, but they are often beloved local restaurants. Such a vision appears appropriate for Wildwood.

An important strategy is understanding what makes a successful restaurant business model in Wildwood's unique local market. Based on the success of other establishments, it appears restaurants can be viable and profitable, but the business models that may work in other St. Louis suburban communities may need to be modified. Ultimately the City will need to partner with subject matter experts that can help assess the market and development potential for a restaurant in Wildwood to help guide economic development strategies and decision-making.

DRAFT
FOR ADOPTION

Initiation Steps

a. The City of Wildwood should form a local restaurant association to facilitate coordinated research, discussion, and policy decisions as a part of the community's restaurant development strategy. The association should be public-private in nature, but could function as a standing subcommittee of either the Chamber of Commerce or the City's economic development committee.

b. The City should work with existing restaurants as well as groups like the Saint Louis Independent Restaurant Association ("The Saint Louis Originals"), the Greater St. Louis Restaurant Association, and the Missouri Restaurant Association to identify approaches that would place a restaurateur in the best position to succeed in Wildwood. Wildwood should be actively promoted as a St. Louis area dining destination through these networks.

c. The City should evaluate a formal recruitment and marketing campaign working with educational partners, such as St. Louis Community College, the Culinary Institute of St. Louis at Hickey College, and L'École Culinaire to network with emerging chefs and potential restauranteurs.

d. Working this with potential network of educational institutions, the City should consider developing a "kitchen incubator" space in one of the buildings in the Town Center.

e. The City should consider partnering with the St. Louis Food Truck Association (STLFTA) to organize food truck related events, regular food truck locations, and outdoor food events as a near-term strategy to develop Wildwood as a restaurant market. The City could sponsor, coordinate, and promote such events.

f. As part of more long-range efforts, the City should identify existing commercial property owners interested in restaurant tenants as well as outline its potential approach to using public investment and/or development incentives to recruit a preferred restaurant concept to Wildwood.

Action Item #4

Begin to Evaluate Partnerships for Long-Term Retail Development

Although the West County retail market is currently very competitive, and many consumers who live in Wildwood have established behavioral habits and a willingness to drive 20 to 30 minutes to shop at certain established retailers, there are targeted opportunities for Wildwood to pursue at this time. The most immediate opportunity appears to be pursuing a destination restaurant in the core Town Center, which was addressed earlier in this chapter. However, the City should also be preparing for a larger scale retail shopping center.

Projects totaling more than 100,000 square feet and multiple tenants, for example, can often take years to materialize and open to the public because of the intricate steps of purchasing the real estate, identifying and pre-leasing tenants, addressing site design, receiving zoning and building permit approvals, developing the site, and preparing individual stores to build-out and finally open. Project financing, leasing cycles, and internal corporate long-range plans all play a factor in how projects at this scale materialize. Wildwood would benefit from being proactive at this time and beginning to work with the development community to evaluate project opportunities.

Wildwood's most competitive location for a retail development is at the intersection of Highway 100 and 109 in the Interchange district. This area allows for retailers to capitalize on high traffic volumes and effective visibility as well as easy accessibility from throughout the trade area. Ultimately Wildwood does not, and arguably should not, pursue conventional suburban "big box" retail development because it does not match the community's vision and would not contribute to the City more broadly.

However, certain national chain retailers, such as Walmart, Target, Lowe's, Home Depot, and others have begun to shift to smaller footprint stores and have located in site designs known as "lifestyle centers." These types of developments do not feature one "wall" of building facades facing a massive surface parking lot, but rather are oriented in a "village" or "retail campus" layout, which often face towards the site's interior, anchored by a public plaza. Further, such developments are increasingly built with very high-quality materials and are heavily landscaped and buffered from surrounding residential uses. An example would be the Willow Festival Shopping Center in Northbrook, Illinois. Ultimately, this type of approach could complement Wildwood as a community while providing local retail and neighborhood services to residents.

DRAFT
FOR ADOPTION

Initiation Steps

a. The City should approach the owners of the approximately ten parcels in the area and evaluate their long-term plans and interests in their property. The City should evaluate any opportunity to help coordinate between property owners and issue a public Request for Proposal (RFP) for non-binding concepts from the development community.

b. The City should develop a one-page "tear-sheet" to market the site directly to potential developers, which could proactively include the community's position on infrastructure investment and the use of public financing tools.

c. The City should both approach St. Louis area retailer developers individually as well as host a "sales pitch" presentation at City Hall and invite a diverse range of potential developers, including but not limited to, The Desco Group, Kimco, Pace Properties, Sansone Group, and THF Realty, for example. The City should be able to garner industry perspective analysis about the site, the regional retail economy, and potential project concepts to better inform an iterative process about any potential opportunities for the site.

d. The City should conduct public meetings, surveys, and other community engagement activities to garner residents' interest in recruiting such retailers to the community (including potential business tenants), as well as conduct visual preference, urban design, and architectural character charrettes (which can be online) to determine site design approaches that the community would support and see as a benefit to Wildwood.

Action Item #5

Invest in and Leverage the "Historic Manchester Road" District as a Catalyst

Wildwood is home to a unique district that is drawing consumers from throughout the St. Louis metropolitan region, establishing itself as a type of "regional day tourism" destination, and this market-driven retail growth should be fully leveraged as a catalyst for the Town Center. Many of the historic structures and older residential buildings in the Historic Manchester Road District now feature distinctive, boutique retailers, many of which that focus on home goods, interior decoration, furniture, and other similar products. The district is anchored by destination retailers like Three French Hens, Porch, and Imogene's Tea Room, Botanicals & Home Décor and its steadily growing foot traffic should be leveraged to benefit Main Street as well as other business districts in Wildwood.

The Historic Manchester Road District is distinctive from Main Street and other business nodes in the Town Center and its identifiable, semi-rural, small-town character should be preserved and emphasized as part of both public and private investment in the corridor. The corridor would benefit from further branding itself as a signature Wildwood destination and an easily identifiable business district in the Town Center, which complements Main Street and other areas instead of directly competing.

Ultimately these types of businesses are well-suited for such a district and they may not be as competitive in a shopping center or even a multi-story, mixed-use building on Main Street. The City should work to develop strategies that reinforce the Historic Manchester Road district's unique market competitiveness and sense of place, leveraging it as an early catalyst

DRAFT
FOR ADOPTION

Initiation Steps

a. The City should partner with business and property owners in the district to organize a business association to help organize regular communication and collaboration between the various public and private stakeholders in the area.

b. Such a business association should conduct a needs assessment, develop, and implement a 5 year strategic plan to elevate, enhance, and improve the district as one of the premiere destinations in West County, with the assistance and support of the City.

c. The City should participate in such business-led planning and evaluate potential strategic public investments to achieve community and business goals in the district. Such investments could include a dedicated City park or public plaza, special events space, gateways and additional streetscaping, public art, infill redevelopment projects, and be financed through a variety of development district tools.

d. The City should collaborate and partner with local businesses to develop and program new special events, promotional days, and community festivals that occur within the district and reinforce its identity and brand.

e. The City should conduct public meetings, surveys, and other community engagement activities with the other businesses located through Wildwood to draft a 24-month action agenda to identify strategies to better leverage the foot traffic generated by this district as a benefit to the City more broadly. One such approach would be a “hackathon” session where recurring, monthly meetings would generate actionable ideas that could be tested and revisited through an ongoing, iterative collaboration with and within the business community.

f. Despite recently conducting such a review, the City could further evaluate its zoning code and other regulatory tools to determine if overlay districts or other approaches should be applied to recognize the different built-form, character, and economic conditions of this district in comparison to other parts of the Town Center. The goal would be to position the regulatory environment to best achieve the City’s economic development goals. This review should ensure that no further changes are recommended at this time.

6 IMPLEMENTATION

Putting the Plan to work.

The City of Wildwood's economic development strategic plan is organized around five core *Action Items*:

- Establish & Institutionalize a formal Business Recruitment, Retention, & Expansion Program
- Begin to Build a Community of Entrepreneurs and New Business Startups
- Strengthen Wildwood's Town Center as a restaurant destination
- Begin to Evaluate Partnerships for Long-Term Retail Development
- Invest in and Leverage the "Historic Manchester Road" District as a Catalyst

Each of these strategies contain near-term considerations as well as long-term goals. Collectively, they work towards a future vision for Wildwood's Town Center and commercial areas that is consistent with its heritage and the legacy of its original founding. The critical step is translating these plans, goals, and idea into measurable results. This chapter provides a manual on how to operationalize the plan into an implementation structure.

The strategy is structured through a series of action items that incrementally work towards achieving these goals, with a general long view ten years into the future. But implementation begins immediately. A big vision is achieved through small steps.

Implementation

The Wildwood Economic Development Strategic Plan serves as the foundation for decision making and a reference for City officials, residents, and stakeholders as they consider development proposals, capital improvements, infrastructure investments, policy changes, and other actions in the decades to come. For the vision of Wildwood to be realized, the City must be proactive, serving in a leadership capacity to spearhead, implement, and coordinate recommendations within the Plan. This will require the support, participation, cooperation, and collaboration of local leaders, other public agencies, various neighborhood groups and organizations, the local business community, property owners, developers, and residents.

This chapter presents an implementation framework that the City can use to initiate and undertake key recommendations included in the Economic Development Strategic Plan. The actions and strategies identified in this section establish the "next steps" to be taken in continuing the process of community planning and investment.

DRAFT
FOR ADOPTION

1. Use the Plan Daily

As the official policy guide for the City's economic development efforts, the City of Wildwood Economic Development Strategic Plan should be used and referenced on daily basis to inform everyday decision making. Once adopted, both hard copies and digital formats should be made available and accessible to City officials, staff, and the public. It should be referenced by City staff, boards, and commissions as part of deliberations.

2. Update the Plan on a Regular Basis

This is a plan designed to pick priorities and then execute them. The action items and priorities selected by the Economic Development Task Force should be continuously evaluated and updated based on results on the ground. As such, the Economic Development Strategic Plan should be formally reviewed on an annual basis to reflect the changing needs of the community. Yearly updates should coincide with the preparation of the Capital Improvement Plan (CIP) to ensure recommendations or changes relating to capital improvements or other programs can be considered as part of the commitments for the upcoming fiscal year. In addition to annual updates, this plan is produced with a 5 year structure and it should be thoroughly evaluated after 3 years with an anticipation of a total update in 2021.

3. Capital Improvement Plan

While the City of Wildwood has a current five year Capital Improvement Plan (CIP), the City should review and update it as needed to reflect Plan recommendations where infrastructure investment could have an impact on the City's economic development goals. The City could add a formal criteria measure in the evaluation and scoring of CIP projects based on their potential economic development impact.

4. Maintain Open Communication

The Wildwood planning process utilized robust public engagement, which was supplemented by recent surveys and online brainstorming charrettes facilitated by social media. Consistent dialogue with residents, business owners, and local stakeholders is essential for the successful implementation of the Plan. These outreach efforts could continue, particularly in terms of monthly coordination with the business community and the chambers of commerce. The community should continue to be kept informed of economic development activities through the City's website, a newsletter, and communication through civic and community leaders.

5. Promote Cooperation

For the Economic Development Strategic Plan to be successful, there must be strong leadership from the City of Wildwood and firm partnerships between other public agencies, community groups and organizations, the local business community, and the private sector. The City should assume a leadership role to cooperate and coordinate with the various partners outlined in this plan, specific to an individual action item.

6. Review & Update Development Controls

The Economic Development Strategic Plan sets forth policies regarding real estate development and the quality, character, and intensity of new development in the years ahead. As such, the City's zoning, subdivision regulations, property maintenance, and other related development codes and ordinances, should be reviewed and updated to ensure that all regulations are consistent with and complementary to the Economic Development Strategic Plan. There may not be any needed modifications, but the Economic Development Task Force should coordinate with the City's Planning & Zoning Commission to ensure current regulations align with the City's development goals.

DRAFT
FOR ADOPTION

Potential Funding Sources

A description of potential funding sources currently available to the City and its partners for implementation is summarized below. As the following funding sources and streams are subject to change over time, it is important to continue to research and monitor grants, funding agencies, and programs to identify new opportunities as they become available.

General Economic Development

Tax Increment Finance (TIF)

It is noted that the City of Wildwood has an active policy against using TIF districts as a tool. This information is presented only as a public service to describe the tool and there is no recommendation to further evaluate the use of this tool in the City.

The purpose of TIF funding is to assist funding the redevelopment of areas within a community which qualify as blighted, in need of conservation, or an area of economic development. TIF dollars can typically be used for infrastructure, streetscaping, public improvements, land assemblage, and offsetting the cost of development.

TIF utilizes future property tax revenues generated within a designated area or district, to pay for improvements and further incentivize continued reinvestment. As the Equalized Assessed Value (EAV) of properties within a TIF district increases, the incremental growth in property tax over the base year that the TIF was established is reinvested in that area. Local officials may then issue bonds to undertake other financial obligations based on the growth in new revenue.

Over the life of a TIF district, existing taxing bodies receive the same level of tax revenue as in the base year. Provisions exist for schools to receive additional revenue. The maximum life of a TIF district in the State of Missouri is 23 years.

Special Assessments

Special assessments are taxes levied on properties to provide funding for improvement projects that will directly benefit that property. Unlike districts, special assessments are applied only to those properties which will benefit from a project, rather than an established area. Assessments can be initiated by property owners, legislative bodies, or local administrations, at which point the cost of the project and the potential benefit to adjacent properties is assessed. Total costs of the project are apportioned to all properties within the assessment and paid through special tax bills.

Community Improvement District (CID)

Community Improvement Districts allow a City to collect sales taxes, real property taxes, special assessments, and issues bonds to fund a range of improvements and projects within an area. CIDs must be created at the petition of property owners within the district. CID funding can be used for a variety of projects such as utility and transportation infrastructure improvements, maintenance and expansion of landscaping and public spaces, creation and support of community facilities and amenities, and providing public services such as promotion, maintenance, and economic development for the district.

Special Business Districts (SBD)

Special Business Districts allow a City to collect real property taxes, business license taxes, and special assessments, and issue bonds to fund projects within an area, with a focus on improvements that will benefit businesses within the established district. SBDs must be created by the petition of property owners within the district. SBD funding can be used for a variety of projects similar to those permitted for CIDs; however, a greater focus is placed on infrastructure improvements and public services which will benefit business activity and economic development.

Neighborhood Improvement District (NID)

Neighborhood Improvement Districts allow a City to make improvements within a district by issuing bonds to pay for improvement projects. Unlike other funding methods which create districts or corporations which are separate entities, NIDs are not separate from the City. NIDs are not limited to blighted areas of a City. Using NIDs, the City will issue bonds to pay for public improvements and pay these bonds by levying assessments on property within the district. As these districts are not separate from the City, bonds are backed by general revenue of the City and thus more secure than other market investments. NID funding is limited to projects for public facilities and services, such as public infrastructure, utilities, transportation systems, parks and open spaces, and public amenities.

Local Option Economic Development Sales Tax

Local Option Economic Development Sales Tax is a tool by which a City may levy a tax of up to 0.5% to support planning, projects, and improvements related to economic development. To administer the tax, the City must receive voter approval, allowing the creation of an Economic Development Tax Board. The board operates in an advisory role, creating plans and identifying projects for economic development which are then recommended to the City for funding. The program requires that 20% of the revenue be used for long-term economic development preparation and no more than 25% be used annually for administrative purposes.

Incentives

Utilizing other funding mechanisms, such as TIF districts, CIDs, or SBDs, the City can provide a variety of incentive programs to help with implementation of the Plan. These incentives can be used to attract new development, improve existing development, and encourage business owners to remain in the community. This list identifies potential incentive programs that establish a starting point for the City in creation of a comprehensive range of incentive programs that help the City complete its objectives.

Façade & Site Improvements Programs

Façade and site improvement programs can be used to beautify and improve the appearance of existing businesses. These programs provide low interest loans or grants to business owners to improve the exterior appearance of designated structures or properties. These programs are most commonly supported by funding made available through TIFs.

Sales Tax Rebate

A sales tax rebate is a tool typically used by municipalities to incentivize business to locate to a site or area while making cost effective physical improvements. For developments that require public infrastructure extensions, the City can enter into a sales tax rebate agreement, by which the developer agrees to pay for the cost of improvements. The City will then reimburse the developer over a specified period of time utilizing the incremental sales taxes which are generated by the improvement. Sales tax rebates have proven effective in attracting new businesses and encouraging redevelopment and renovation.

DRAFT
FOR ADOPTION

Property Tax Abatement under Chapter 353

Property Tax Abatement under Chapter 353 of the Revised Statues of Missouri allows a community to address blighted areas by offering property tax abatements. A municipality may provide abatements upon establishment of an Urban Redevelopment Corporation and approval of a development plan. Tax abatements can be offered for up to 25 years with the goal of encouraging redevelopment within the area. During the first 10 years, real property taxes on land and all improvements are abated and the owner pays the cost of real property taxes from of the year before establishment of the abatement. For the following 15 years, the City can offer a 50% to 100% abatement on the incremental change in real property taxes that would naturally occur.

Payment in Lieu of Taxes (PILOT)

Payment in Lieu of Taxes (PILOT) is a tool similar to tax abatement and may be used in coordination with abatements. The City can use PILOT to reduce the property tax burden of a desired business for a predetermined period. In this instance, the City and property owners will agree to the annual payment of a set fee in place of property taxes. Payments are generally made in the form of a fixed sum, but they may also be paid as a percentage of the income generated by a property.

In addition, PILOT can be a means of reducing the fiscal impact on the City of a nonprofit, institutional use, or other non-taxpaying entity. While such uses can be desirable as activity generators, they can also negatively impact municipal services because they do not pay taxes. Provisions can be made to offset that negative impact by allowing the City to be compensated for at least a portion of the revenue that would otherwise be collected in the form of property tax.

Revolving Loan Fund

A revolving loan fund is administered to provide financial support and assistance to new or expanding businesses, funded through the Missouri State Revolving Loan Fund, called the SRF Leveraged Loan Program. The program is managed by the Department of Natural Resources Water Protection Program. The borrower may use the low-interest loan for construction, property rehabilitation/ improvements, and land acquisition, among other things.

Transportation & Infrastructure

Fixing America's Surface Transportation (FAST) Act

In December 2015 FAST Act, a five-year transportation reauthorization bill, was established. The FAST Act replaces the Moving Ahead for Progress in the 21st Century (MAP-21) Act, which expired in October 2015 and was extended three times. The FAST Act aims to improve infrastructure, provide long-term certainty and increased flexibility for states and local governments, streamline project approval processes, and encourage innovation to make the surface transportation system safer and more efficient. The City should monitor the FAST Act as application occurs to determine the full extent of funding changes and implementation. The City should remain an active participant in regional transportation funding discussions through East-West Gateway as the region's Transportation Improvement Program (TIP) is developed.

Transportation Development District (TDD)

Transportation Development Districts allow a municipality to collect sales taxes, special assessments, property taxes, tolls, and issues bonds within a specific area to be used for transportation improvements. The establishment of a TDD must be approved by a majority of voters within the new district boundaries. TDD funds can be used for improvements and expansions of transportation infrastructure, including roadways, highways, signage, intersections, parking lots, and transit stops and stations.

Surface Transportation Program (STP)

The Surface Transportation Program provides federal funding through the Federal Highway Administration (FHWA) for transportation projects and improvements. Wildwood is eligible for STP funds through the Large Urban program, which provides funding for the metropolitan areas of Kansas City, Springfield, and St. Louis. STP funds can be used for multimodal and roadway projects related to highways, alternative transportation, transportation safety and control, natural habitat and wetlands mitigation, infrastructure improvements, and environmental restoration and pollution prevention.

Transportation Enhancements (TE)

Transportation Enhancements are funded as part of the STP program with the aim of expanding travel choices and improving the transportation experience. This can include projects related to pedestrian and bicycle facilities, historic preservation, landscaping and scenic beautification, and control of outdoor advertising, amongst others.

Congestion Mitigation and Air Quality (CMAQ)

The Congestion Mitigation and Air Quality program was established through federal funding to provide assisting in meeting federal air quality guidelines. As part of the St. Louis metropolitan area, Wildwood is eligible for funding through the CMAQ program. Funds are available for a variety of transportation projects with the requirement that the project have a demonstrated effect on reducing emissions.

DRAFT
FOR ADOPTION

Missouri Byways Program

The Missouri Byways Program was established to encourage the creation of routes that demonstrate examples of the state's culture, history, archeology, natural beauty, scenic views, and recreational amenities. The program provides funding for the designation, protection, promotion, and necessary infrastructure development to benefit important routes. Within Wildwood, routes along the Meramec River or through the community, such as the historic Manchester Road corridor, could potentially be eligible for improvement through the program. There would likely be benefit to partnering with other Manchester Road corridor communities in pursuit of establishing a byway, which could highlight Route 66 heritage.

Great Streets Initiative

The East-West Gateway's Great Streets Initiative was launched in 2006 to identify and make improvements to key roadways within the St. Louis Region. The concept was to alter the way in which communities understand roadways, creating streets which not only serve a variety of transportation methods but also act as diverse spaces for activity and interaction. The initiative started with four demonstration projects funded through the American Recovery and Reinvestment (ARRA) act in 2009, and was expanded to include additional projects in 2012. This expansion includes the City of Wildwood as part of examining the Manchester Road corridor.

Parks, Trails & Open Spaces

The Missouri Department of Natural Resources offers two grant programs for outdoor recreation through the Division of State Parks. This includes the Land and Water Conservation Fund (LWCF) and the Recreational Trails Program (RTP), which are federally-funded through the U.S. Department of the Interior, National Park Service.

Land and Water Conservation Fund (LWCF)

Land and Water Conservation Fund grants are available to municipalities, counties, and school districts to be used for outdoor recreation projects. Grants require a 55% match and funding varies by year, most recently having a $75,000 maximum amount per project. All funded projects are taken under perpetuity by the National park Service and must be used only for outdoor recreational purposes. Examples of common projects funded by LWCF grants include:

- Playgrounds
- Ball fields
- Pools and water parks
- Archery and shooting ranges
- Camping facilities
- Picnic areas
- Golf courses
- Boating and fishing facilities

Recreational Trails Program (RTP)

The Recreational Trails Program is federally-funded through the Federal Highway Administration (FHWA), with the aim of promoting motorized and non-motorized recreational trails. Grants are available to local and state governments, schools districts, for-profit and non-profit organizations, and businesses. Projects require a minimum match of 20% of the total cost and have a grant maximum of $150,000 per project. Eligible projects much be open to the public and can include:

- Constructing new recreational trails
- Maintaining or renovating existing trails
- Developing or renovating trailheads or trail amenities
- Acquiring land of recreational trails
- Purchasing or leasing trail maintenance equipment

BILL #2181

ORDINANCE #2181

AN ORDINANCE APPROVING THE ADJUSTMENT OF CERTAIN COMMON BOUNDARY LINES BETWEEN TWO (2) EXISTING PARCELS OF GROUND, KNOWN AS TRACTS 1 AND 2 [ST. LOUIS COUNTY LOCATOR NUMBERS: 25X430041 AND 25Y640052, RESPECTIVELY]; BOTH BEING LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE SOUTHWEST SIDE OF MELROSE ROAD, NORTHWEST OF STATE ROUTE 100, FOR THE PURPOSES OF TRANSFERRING APPROXIMATELY THREE (3) ACRES BETWEEN THE TWO (2) PROPERTIES. (Ward Six)

WHEREAS, the owners of said properties are seeking the adjustment of these two (2) legal lots of record, which would allow for their modifications, as set forth by the *Subdivision and Development Regulations* adopted by the City of Wildwood; and

WHEREAS, the adjustment of these parcels of ground will transfer approximately three (3) acres from Tract 2 to Tract 1, thereby resulting in more equally sized and similarly configured properties, with both adjusted lots now being in excess of five (5) acres, thus allowing the addition of farming as permitted rights-of-use; and

WHEREAS, post-adjustment, these subject properties continue to meet the minimum three (3) acre requirement and minimum yard areas [i.e. building setback distances], as defined by Chapter 415.090 NU Non-Urban Residence District of the City's Zoning Ordinance; and

WHEREAS, the resulting parcels of ground comply with all the provisions of Chapter 420.360 of the *Subdivision and Development Regulations* (Boundary Adjustment - Exceptions) of the City of Wildwood with regard to lot widths, dimensions, and access requirements as well; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted specific ordinances, codes, and regulations enabling it to administer its zoning and subdivision authorities to benefit the health, safety, and general welfare of its residents and property owners.

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

Section One. The City Council of the City of Wildwood hereby approves and authorizes the adjustment of certain common boundary lines between two (2) existing parcels of ground, known as Tracts 1 and 2 [St. Louis County Locator Numbers: 25x430041 and 25y640052, respectively]; both being located in part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 44 North, Range 3 East, City of Wildwood, St. Louis County, Missouri, and more specifically situated on the southwest side of Melrose Road, northwest of State Route 100, for the purposes of transferring approximately three (3) acres between the two (2) properties. These lots are indicated graphically and by legal description upon the Boundary Adjustment Plat accompanying the property owners' request, which is attached hereto and made a part hereof.

Section Two. The Director of Planning and the Deputy City Clerk are authorized and directed to evidence the approval of the Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval for this instrument. The petitioner is required and directed to record this Boundary Adjustment Plat in the Office of the St. Louis

County Recorder of Deeds within sixty (60) days of its approval by the City Council, or their action shall be null and void.

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

THIS BILL WAS PASSED AND APPROVED THIS ___DAY OF _____2016 BY THE COUNCIL OF THE CITY OF WILDWOOD AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

_____ _____

Presiding Officer The Honorable James R. Bowlin, Mayor

ATTEST:

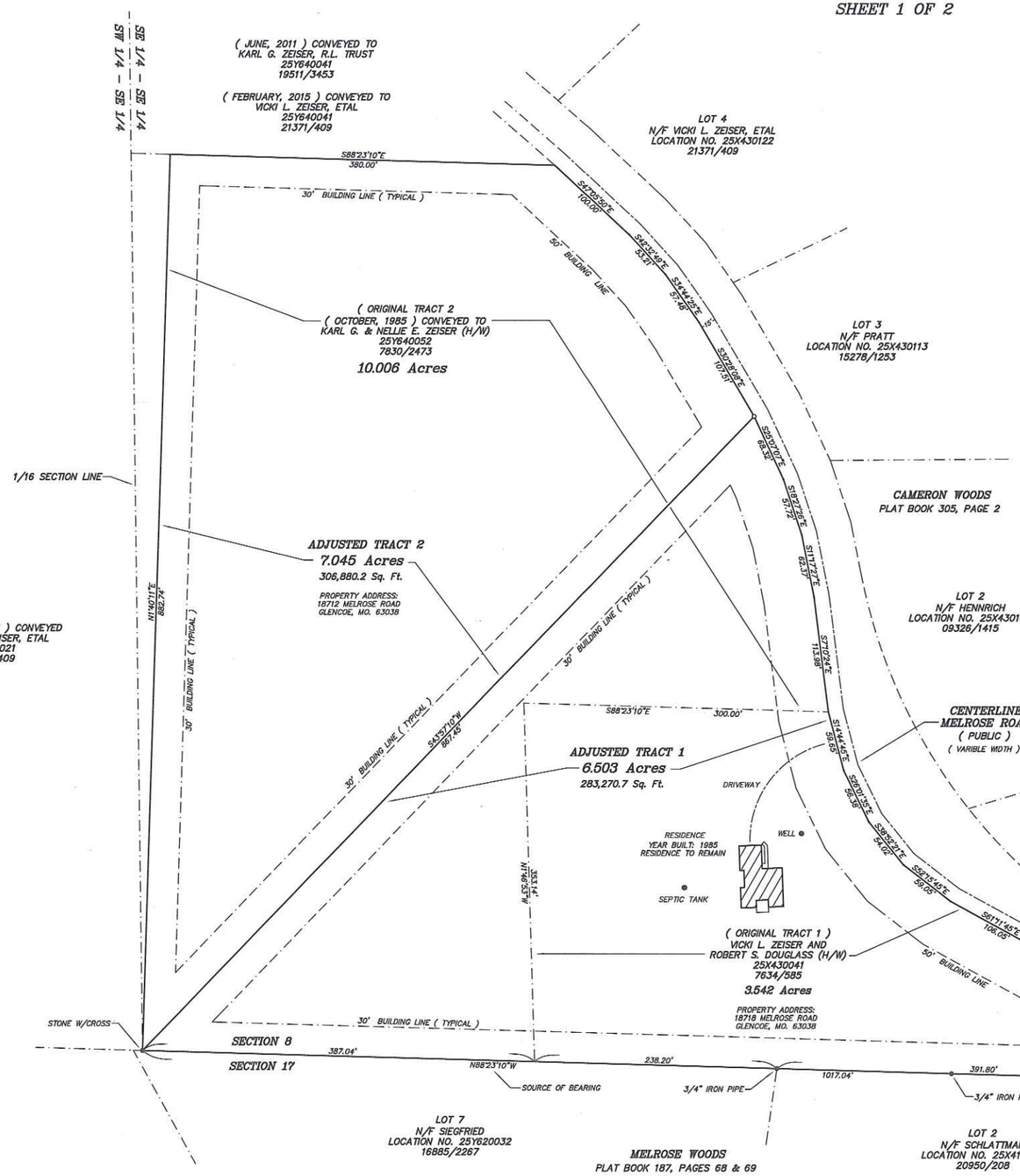
_____ _____

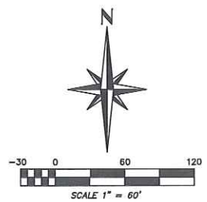
Deputy City Clerk Deputy City Clerk

BOUNDARY ADJUSTMENT PLAT

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 5TH P.M.
CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI
ZONED: "NU" NON-URBAN RESIDENCE DISTRICT

SHEET 1 OF 2





GENERAL NOTES

NOVEMBER, 2015

● = FOUND MONUMENT

○ = SET 5/8" IRON ROD W/CAP P.L.S. 1615

ACCURACY STANDARD
URBAN PROPERTY

SOURCE OF RECORD INFORMATION

BOOK 7634, PAGE 585
BOOK 7830, PAGE 2473
BOOK 19511, PAGE 3453
BOOK 21371, PAGE 409

BASIS OF BEARING:
NORTH LINE OF MELROSE WOODS
PLAT BOOK 187, PAGE 68 & 69

MONUMENTATION SCRIPT

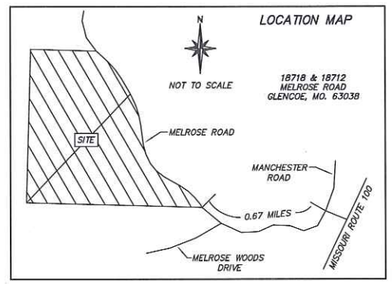
Two permanent monuments for each block created (indicated as ○) and semi permanent monuments at all lot corners (indicated as ○) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-16.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Wildwood, Missouri 1005.250 will be set.

FEMA FLOOD MAP NO. 29189C0255K – DATED 02/04/2015

SITE BENCH MARK: St. Louis County Benchmark No. 16133

Standard DNR aluminum disk stamped SL-96 1992 at the Northeast corner of Highway 100 (aka Manchester Road) and Melrose Road; roughly 79 feet Southwest of a nail and shiner in a utility pole, 63 feet West of a punch hole in the top of the Northern end of a corrugated metal culvert under Melrose Road, 3 feet from a street sign post and 7 feet from stop sign.

Elevation: NAVD88 – 766.59 – NGVD29 – 766.75



FEMA FLOOD MAP NO. 29189C0255K – DATED 02/04/2015

SERVICE PROVIDERS

COUNCIL WARD:	SIX
SCHOOL:	ROCKWOOD
FIRE:	METRO WEST
SEWER:	PRIVATE SEPTIC
WATER:	PRIVATE WELL
GAS:	LACLEDE/PROPANE
TELEPHONE:	AT&T
ELECTRIC:	AMEREN MISSOURI
CABLE TV:	CHARTER
WATERSHED:	AUGUST TAVERN CREEK
ZIP CODE:	63038
POLICE:	ST. LOUIS COUNTY WILDWOOD PRECINCT SIX

Surveyors Notes:

The Professional Land Surveyor has made no investigation or search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any facts that an accurate and current title search may disclose. There may be documents recorded or unrecorded that may affect this surveyed tract.

The property owners names and recorded deed information were obtained from the St. Louis County Assessor's web site and are assumed to be correct. The Professional Land Surveyor makes no guarantees as to the accuracy of the deeds or the current ownership as shown.

SURVEYOR'S CERTIFICATE

I, Michael Ray Burke, hereby certify to Mr. and Mrs. Robert Douglass, that this survey was performed by me in November of 2015, and said survey is in accordance with the standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects.

Michael Ray Burke, P.L.S. 1615

FILE NO. 9282015

BURKE AND ASSOCIATES, INC.
LAND SURVEYORS
1874 HIGHWAY A – SUITE 104
WASHINGTON, MISSOURI 63090
636-239-0172

SHEET 1 OF 2

BOUNDARY ADJUSTMENT PLAT

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
SECTION 8, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE 5TH P.M.
CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI
ZONED: "NU" NON-URBAN RESIDENCE DISTRICT

SHEET 2 OF 2

ORIGINAL TRACT 1

A tract of land being part of the South 1/2 of the Southeast 1/4 of Section 8, Township 44 North, Range 3 East of the 5th P.M. in St. Louis County, Missouri, being more fully described as follows:

Beginning at the intersection of the South line of Section 8 with the Southwest line of Melrose Road (a county road), same being located S 88°23'10" E 391.80 feet from the Northwest corner of Lot 2 of Melrose Woods, a subdivision recorded in Plat Book 187, Pages 68 and 69 of the St. Louis County records, thence with the Southwest line of said roadway the following courses:

N 29°12'52" W 21.67 feet,
N 40°07'15" W 50.85 feet,
N 46°48'53" W 53.03 feet,
N 56°04'16" W 54.69 feet,
N 61°11'45" W 106.05 feet,
N 52°15'45" W 59.05 feet,
N 38°52'21" W 54.02 feet,
N 26°01'35" W 56.38 feet,
N 14°44'45" W 59.65 feet,
N 7°10'24" W 113.99 feet,
N 11°17'27" W 62.37 feet,
N 18°27'26" W 57.72 feet,
N 25°07'07" W 68.32 feet,
N 30°28'08" W 107.51 feet,
N 34°44'27" W 57.48 feet,
N 42°32'47" W 53.21 feet, and N 47°05'50" W 100.00 feet to a point, thence leaving said roadway N 88°23'10" W 380.00 feet to a point, thence S 1°40'11" W 882.74 feet to a point on the South line of said Section 8, thence with said line, S 88°23'10" E 1,017.04 feet to the point of beginning, and containing 13.548 acres more or less.

REFERENCE DEED BOOK 7634, PAGE 585

EXCEPTING THEREFROM: the following described tract

Beginning at a stone on the South line of Section 8, same being located N 88°23'10" W 625.24 feet from the Northwest corner of Lot 2 of Melrose Woods, a subdivision recorded in Plat Book 187, Pages 68 and 69 of the St. Louis County records, thence N 1°40'11" E 882.74 feet, thence S 88°23'10" E 380.00 feet to a point on the Southwest line of Melrose Road (a county road), thence with said line the following courses:

S 47°05'50" E 100.00 feet,
S 42°32'47" E 53.21 feet,
S 34°44'27" E 57.48 feet,
S 30°28'08" E 107.51 feet,
S 25°07'07" E 68.32 feet,
S 18°27'26" E 57.72 feet,
S 11°17'27" E 62.37 feet, and S 7°10'24" E 113.99 feet, thence leaving said roadway N 88°23'10" W 300.00 feet to a point, thence S 1°46'53" E 353.14 feet to a point on the South line of said Section 8, thence with the section line, N 88°23'10" W 387.04 feet to the point of beginning, and containing 10.008 acres more or less.

LEAVING IN AGGREGATE 3.542 acres more or less.

Subject to easements and restrictions of record, if any.

ORIGINAL TRACT 2

A tract of land being part of the South 1/2 of the Southeast 1/4 of Section 8, Township 44 North, Range 3 East of the 5th P.M. in St. Louis County, Missouri, being more fully described as follows:

Beginning at a stone on the South line of Section 8, same being located N 88°23'10" W 625.24 feet from the Northwest corner of Lot 2 of Melrose Woods, a subdivision recorded in Plat Book 187, Pages 68 and 69 of the St. Louis County records, thence N 1°40'11" E 882.74 feet, thence S 88°23'10" E 380.00 feet to a point on the Southwest line of Melrose Road (a county road), thence with said line the following courses:

S 47°05'50" E 100.00 feet,
S 42°32'47" E 53.21 feet,
S 34°44'27" E 57.48 feet,
S 30°28'08" E 107.51 feet,
S 25°07'07" E 68.32 feet,
S 18°27'26" E 57.72 feet,
S 11°17'27" E 62.37 feet, and S 7°10'24" E 113.99 feet, thence leaving said roadway N 88°23'10" W 300.00 feet to a point, thence S 1°46'53" E 353.14 feet to a point on the South line of said Section 8, thence with the section line, N 88°23'10" W 387.04 feet to the point of beginning, and containing 10.008 acres more or less.

REFERENCE DEED BOOK 7830, PAGE 2473

Subject to easement and restrictions of record, if any.

ADJUSTED TRACT 1

A tract of land in the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 44 North, Range 3 East in the City of Wildwood, St. Louis County, Missouri, and described as follows:

Beginning at a stone on the South line of Section 8, and located North 88°23'10" West 625.24 feet from a pipe at the Northwest corner of Lot 2 of Melrose Woods, as recorded in Plat Book 187, Pages 68 and 69, thence North 43°57'10" East 867.45 feet to a point on the West right of way line of Melrose Road (a public road), thence with said right of way line, South 25°07'07" East 68.32 feet, South 18°27'26" East 57.72 feet, South 11°17'27" East 62.37, South 7°10'24" East 113.98 feet, South 14°44'45" East 59.65 feet, South 26°01'35" East 56.38 feet, South 38°52'21" East 54.02 feet, South 52°15'45" East 59.05 feet, South 61°11'45" East 106.05 feet, South 56°04'16" East 54.69 feet, South 46°48'53" East 53.03 feet, South 40°07'15" East 50.86 feet, and South 29°12'52" East 21.67 feet to a point on the South line of said Section 8, thence leaving Melrose Road, with the Section line, North 88°23'10" West 1,017.04 feet to the Point of Beginning, and containing 6.503 acres more or less

ADJUSTED TRACT 2

A tract of land in the Southeast 1/4 of the Southeast 1/4 of Section 8, Township 44 North, Range 3 East in the City of Wildwood, St. Louis County, Missouri, and described as follows:

Beginning at a stone on the South line of Section 8, and located North 88°23'10" West 625.24 feet from a pipe at the Northwest corner of Lot 2 of Melrose Woods, as recorded in Plat Book 187, Pages 68 and 69, thence North 1°40'11" East 882.74 feet, thence South 88°23'10" East 380.00 feet to a point on the West right of way line of Melrose Road (a public road), thence with said right of way line, South 47°05'50" East 100.00 feet, South 42°32'49" East 53.21 feet, South 34°44'25" East 57.48 feet, and South 30°28'08" East 107.51 feet, thence leaving Melrose Road, South 43°57'10" West 867.45 feet to the Point of Beginning, and containing 7.045 acres more or less.

This acknowledgement certifies that this Boundary Adjustment Plat has been approved by the City of Wildwood, Missouri on this

_____ day of _____, 2016.

City of Wildwood – Department of Planning – Joe Vujnich Director of Planning

I, Laura Rechtin, Deputy City Clerk of the city of Wildwood, St. Louis County, Missouri, do hereby certify that this Boundary Adjustment Plat

has been approved by Ordinance Number _____, under action taken by

the City Council of Wildwood, Missouri on the _____ day of _____, 2016. Said Ordinance of the same appears on record in my office as official seal

of the City of Wildwood, Missouri, St. Louis County, Missouri on this _____ day

of _____, 2016.

Laura Rechtin, Deputy City Clerk

Surveyors Notes:

The Professional Land Surveyor has made no investigation or search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any facts that an accurate and current title search may disclose. There may be documents recorded or unrecorded that may affect this surveyed tract.

The property owners names and recorded deed information were obtained from the St. Louis County Assessor's web site and are assumed to be correct. The Professional Land Surveyor makes no guarantees as to the accuracy of the deeds or the current ownership as shown.

SURVEYOR'S CERTIFICATE

I, Michael Ray Burke, hereby certify to Mr. and Mrs. Robert Douglass, that this survey was performed by me in November of 2015, and said survey is in accordance with the standards for property boundary surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Professional Landscape Architects.

Michael Ray Burke, P.L.S. 1615

OWNER'S SCRIPT

The Undersigned, being the owners of the property shown and platted hereon, have caused the same to be surveyed and subdivided in the manner shown on this plat, and that We freely adopt this Boundary Adjustment Plat.

No easements are being established or vacated by this plat.

The undersigned states that said property is not encumbered by delinquent taxes or liens.

No title commitment was obtained as part of this Boundary Adjustment; therefore, these properties are subject to any and all easements of record, whether or not shown on this plat.

IN TESTIMONY WHEREOF: We, hereunto set our hands this _____ day of _____, 2016.

Vicki L. Zelser *Robert S. Douglass*

Karl David Zelser

State of Missouri)
SS
County of St. Louis)

On this _____ day of _____, 2016, before me _____, a Notary Public in and for said state, personally appeared Robert S. Douglass and Vicki L. Zelser, husband and wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF: I, hereunto set my hand and seal the day and year last above written.

My Commission Expires: _____ *Notary Public*

State of Florida)
SS
County of _____)

On this _____ day of _____, 2016, before me _____, a Notary Public in and for said state, personally appeared Karl David Zelser, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF: I, hereunto set my hand and seal the day and year last above written.

My Commission Expires: _____ *Notary Public*

FILE NO. 9282015

BURKE AND ASSOCIATES, INC.
LAND SURVEYORS
1874 HIGHWAY A – SUITE 104
WASHINGTON, MISSOURI 63090
636-239-0172

SHEET 2 OF 2

Bill #2182

Ordinance #2182

AN ORDINANCE AUTHORIZING THE VACATION OF CERTAIN EXISTING EASEMENTS, ESTABLISHED FOR UTILITY, ACCESS, AND INGRESS/EGRESS PURPOSES UPON PROPERTY KNOWN AS THE *BOUNDARY ADJUSTMENT PLAT OF CAMBURY AND CAMBURY PLAT TWO*, RECORDED IN PLAT BOOK 351, PAGE 206, OF THE ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND SAID PROPERTY BEING MORE SPECIFICALLY SITUATED ON THE SOUTH SIDE OF STATE ROUTE 100, EAST OF STATE ROUTE 109, THEREBY ELIMINATING RIGHTS TO SAID EASEMENTS, GIVEN NEWLY-ESTABLISHED EASEMENTS WERE GRANTED BY THE CAMBURY HOMEOWNERS ASSOCIATION TO THE CITY, PER *CAMBURY PLAT THREE*, AS RECORDED IN PLAT BOOK 363, PAGES 493-495, FOR THE PURPOSES OF ALLOWING BETTER PLACEMENT OF THEM RELATIVE TO THE NEWLY-PLATTED BOUNDARY LINES FOR THIS RESIDENTIAL REDEVELOPMENT PROJECT, ALL BEING APPROVED BY THE CITY COUNCIL VIA AMENDED PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT ORDINANCE #2127 ON SEPTEMBER 28, 2015. (Ward Eight)

WHEREAS, the City, being the holder of right to original general utility easements upon the subject property, is being asked to vacate them, per a re-platting process undertaken in 2015, which was governed by the City of Wildwood's *Subdivision and Development Regulations*; and

WHEREAS, the areas of these general utility easements, established by an approved, prior plat [PB 351, Page 206], were vacated by Ordinance 2127, while new easements were established by this same action with a recently-approved and recorded plat [PB 363, Pages 493-495]; and

WHEREAS, the Departments of Planning and Public Works offered no objection to the vacation of these general utility easements, given the newly-established easements will provide the same benefits for such purposes that were originally requested for by the servicing entities; and

WHEREAS, the utility companies have already released their rights to the former easements, as stipulated per the associated deed releases recently recorded with St. Louis County Recorder of Deeds Office; and

WHEREAS, the City of Wildwood, Missouri, on September 1, 1995, adopted regulations, codes, and ordinances authorizing it to administer these subdivision authorities for the benefit and protection of its residents.

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

Section One. The City Council of the City of Wildwood, Missouri hereby approves and authorizes the vacation of certain existing easements, established for specific utility, access, and ingress/egress purposes upon property known as the *Boundary Adjustment Plat of Cambury and Cambury Plat Two*, recorded in Plat Book 351, Page 206, of the St. Louis County Recorder of Deeds Office, all being located in the Southwest Quarter of Section 1, Township 44 North, Range 3 East, City of Wildwood, St. Louis County, Missouri, and said property being more specifically situated on the south side of State Route 100, east of State Route 109, thereby eliminating all rights to said easements, given newly-established easements were granted by the Cambury Homeowners Association to the City of Wildwood, per *Cambury Plat Three*, as recorded in Plat Book 363, Pages 493-495, for the purposes of allowing better placement of them relative to the newly-platted boundary lines for this residential redevelopment

project, all being approved via the City Council, as Amended Planned Residential Development Overlay District Ordinance #2127, on September 28, 2015. This Easement Vacation Deed is in accordance with the *Subdivision and Development Regulations* of the City of Wildwood, agreed to by the respective parties, and more specifically described within the accompanying deed, hereto attached and made a part hereof.

Section Two. The City Council of the City of Wildwood, Missouri hereby authorizes and directs the City Administrator to evidence approval of this Easement Vacation Deed by affixing his signature and official seal of the City of Wildwood upon this instrument.

Section Three. This ordinance shall be in full force and effect from and after its passage and approval provided that all required signatures, seals, notarizations, and acknowledgements have been placed upon the appropriate document(s) and this enabling ordinance is filed with the Recorder of Deeds of St. Louis County. A copy of all instruments, upon which is displayed the Book and Page Number from the Office of the Recorder of Deeds of St. Louis County, verifying its recordation shall be filed with the City Clerk.

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

_____	_____
Presiding Officer	The Honorable James R. Bowlin, Mayor

ATTEST:

_____	_____
Deputy City Clerk	Deputy City Clerk

DOCUMENT TYPE	Release and Vacation of Easements
DATE OF DOCUMENT	_____, 2016
GRANTOR	City of Wildwood, Missouri, a municipality _____ _____
GRANTEE	GMB-FB, LLC Cambury Homeowners Association _____ _____
COUNTY LOCATOR NO.:	
CITY/MUNICIPALITY	St. Louis, Missouri
LEGAL DESCRIPTION	See Exhibits A and B attached hereto

RELEASE AND VACATION OF EASEMENTS

THIS RELEASE AND VACATION OF EASEMENTS (this "Release"), is made as of the ____ day of _____ 2016, by the City of Wildwood, Missouri, a municipality("Grantor").

WHEREAS, there was granted to Grantor certain utility and access, ingress/egress easements (collectively the "Easements") in portions of the property described in **Exhibit B** attached hereto (the "Property"), as such Easements were set forth in Plat Book 351 Page 206, recorded in the Recorder of Deeds Office for St. Louis County, Missouri. The areas of the Property over which such Easements were granted are depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "Easement Areas"). The Easements are further depicted in page 3 of Cambury Plat Three, recorded in Plat Book 363, Page 493-495 ("Plat 3") in the Recorder of Deeds for St. Louis County, Missouri.

WHEREAS, the owner of the Property and the Cambury Homeowners Association a/k/a Cambury Owners Association (collectively, the "Grantee") vacated the Easements pursuant to Plat 3.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby **RELEASE AND QUITCLAIM** to Grantee all of Grantor's right, title and interest in and to the Easements and Easement Areas and does hereby **RELEASE** any and all rights to the Easements to the extent of the Easement Areas.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its authorized representative as of the day and year first above written.

CITY OF WILDWOOD, MISSOURI,
a municipality

By:_____

Printed Name:_____

Title:_____

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

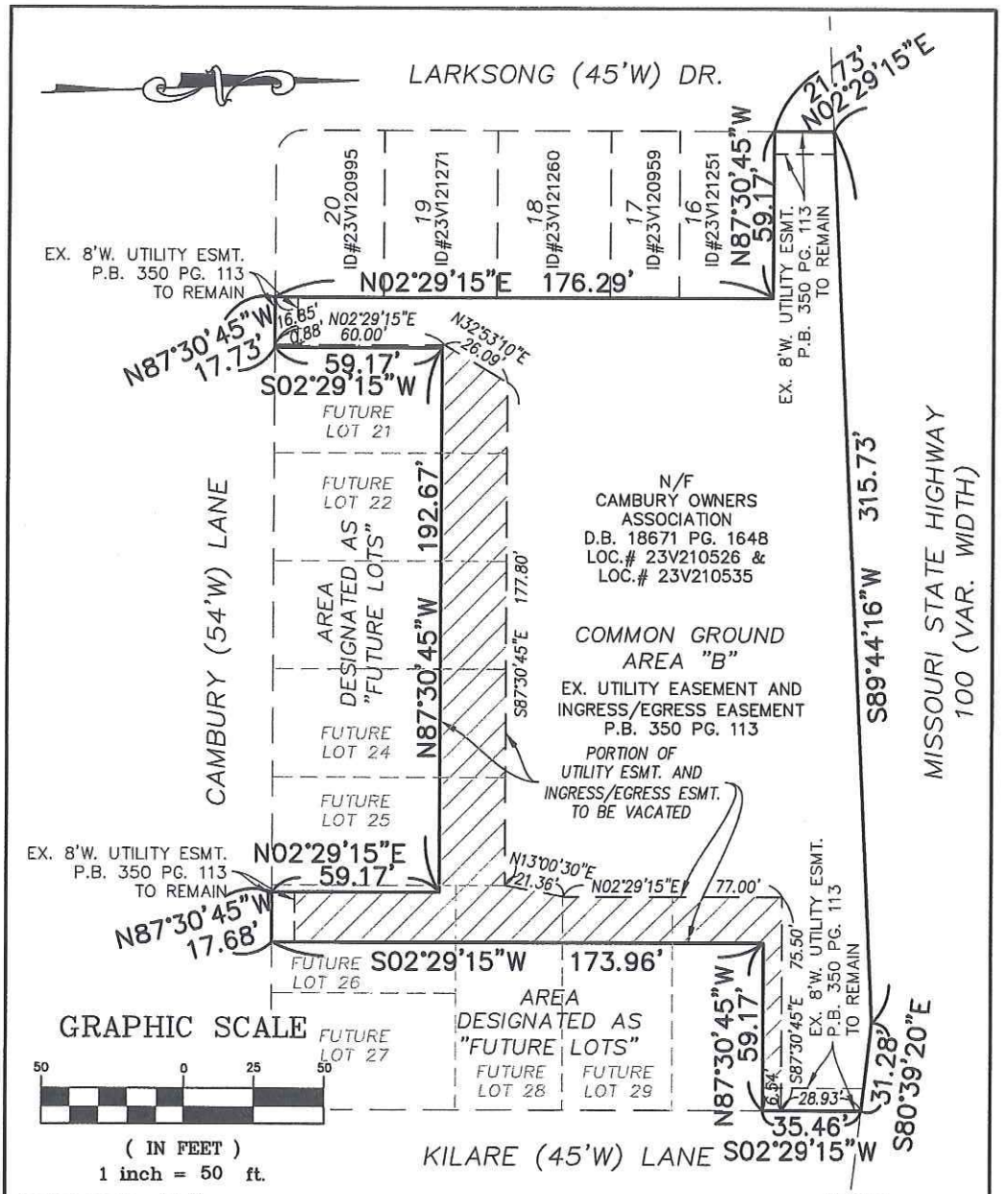
On the ____ day of _____, 2016, before me, _____, a notary public in and for said state, appeared _____, to me personally known, who being by me duly sworn, did say that s/he is the _____ of the City of Wildwood Missouri and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said City.

My Commission expires: _____

_____
Notary Public

Exhibit A

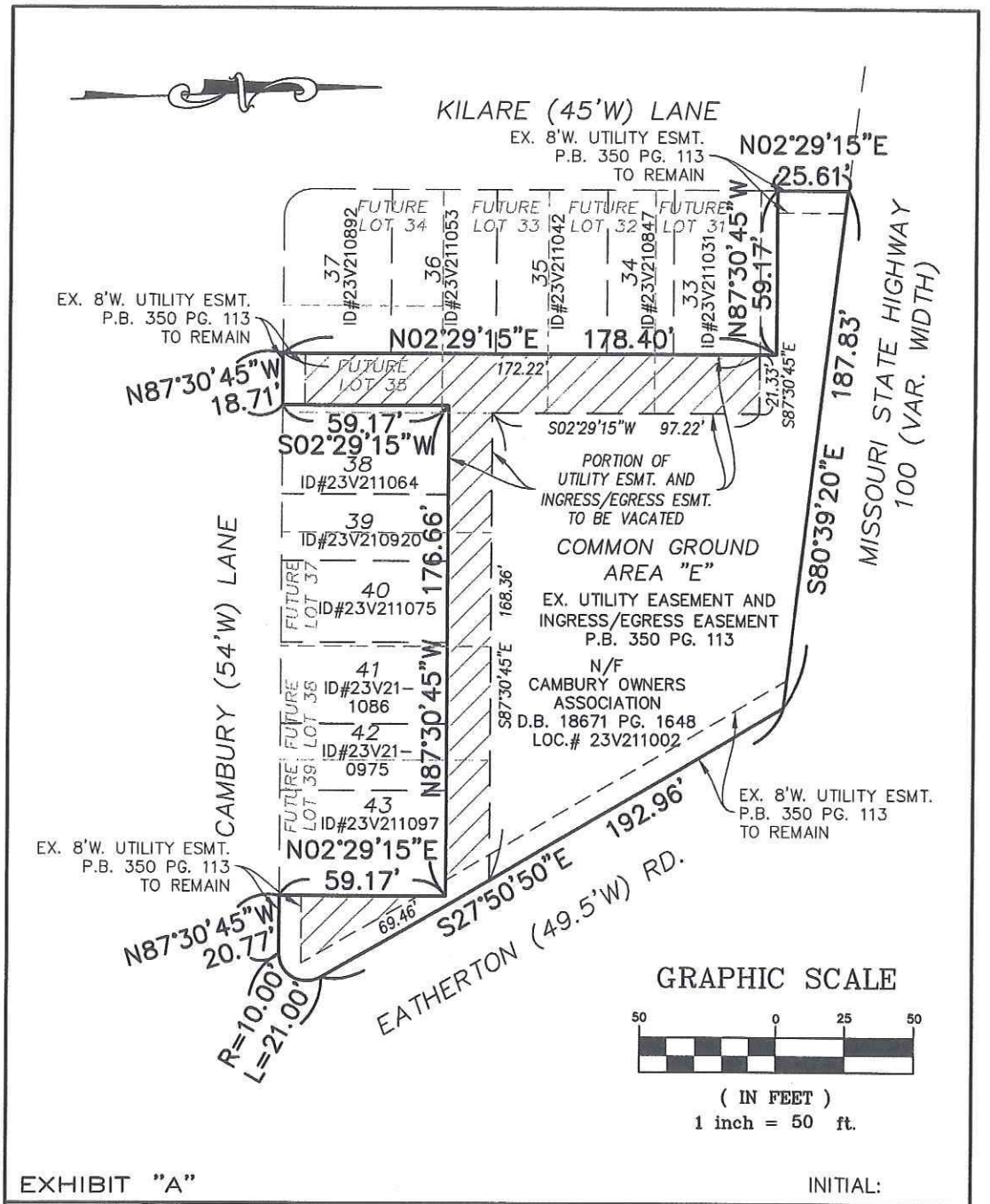
Depiction of Vacated and Released Easement Areas



EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF COMMON GROUND AREA "B" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206) LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac CG B.dwg Plotted on: Aug 25, 2015 - 8:08am Plotted by: VWinters



EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF COMMON GROUND AREA "E" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206) LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac CG E.dwg Plotted on: Aug 25, 2015 - 8:17am Plotted by: VWinters

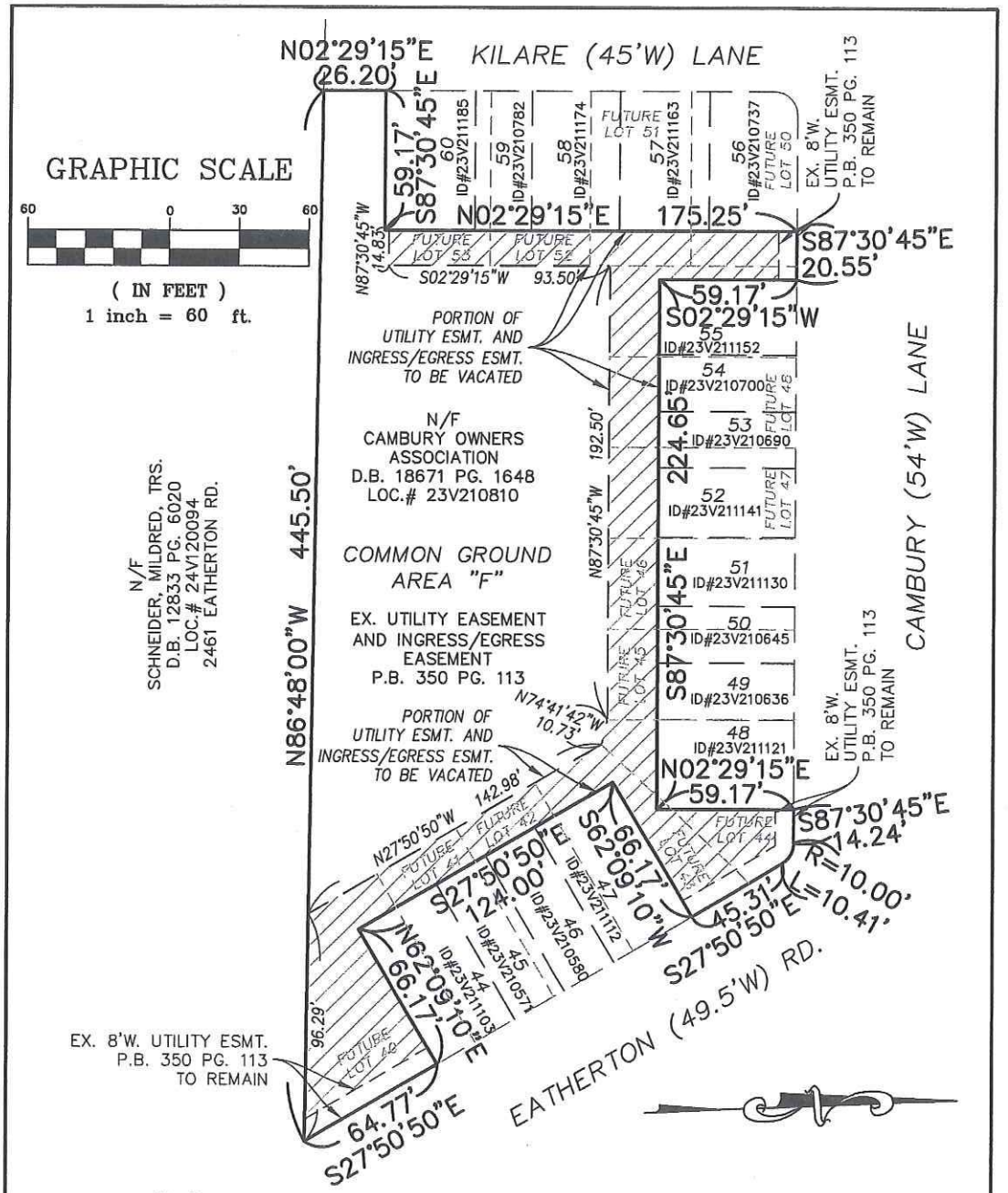


EXHIBIT "A" INITIAL:

EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF COMMON GROUND AREA "F" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206) LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac CG F.dwg Plotted on: Aug 25, 2015 - 8:19am Plotted by: VWinters

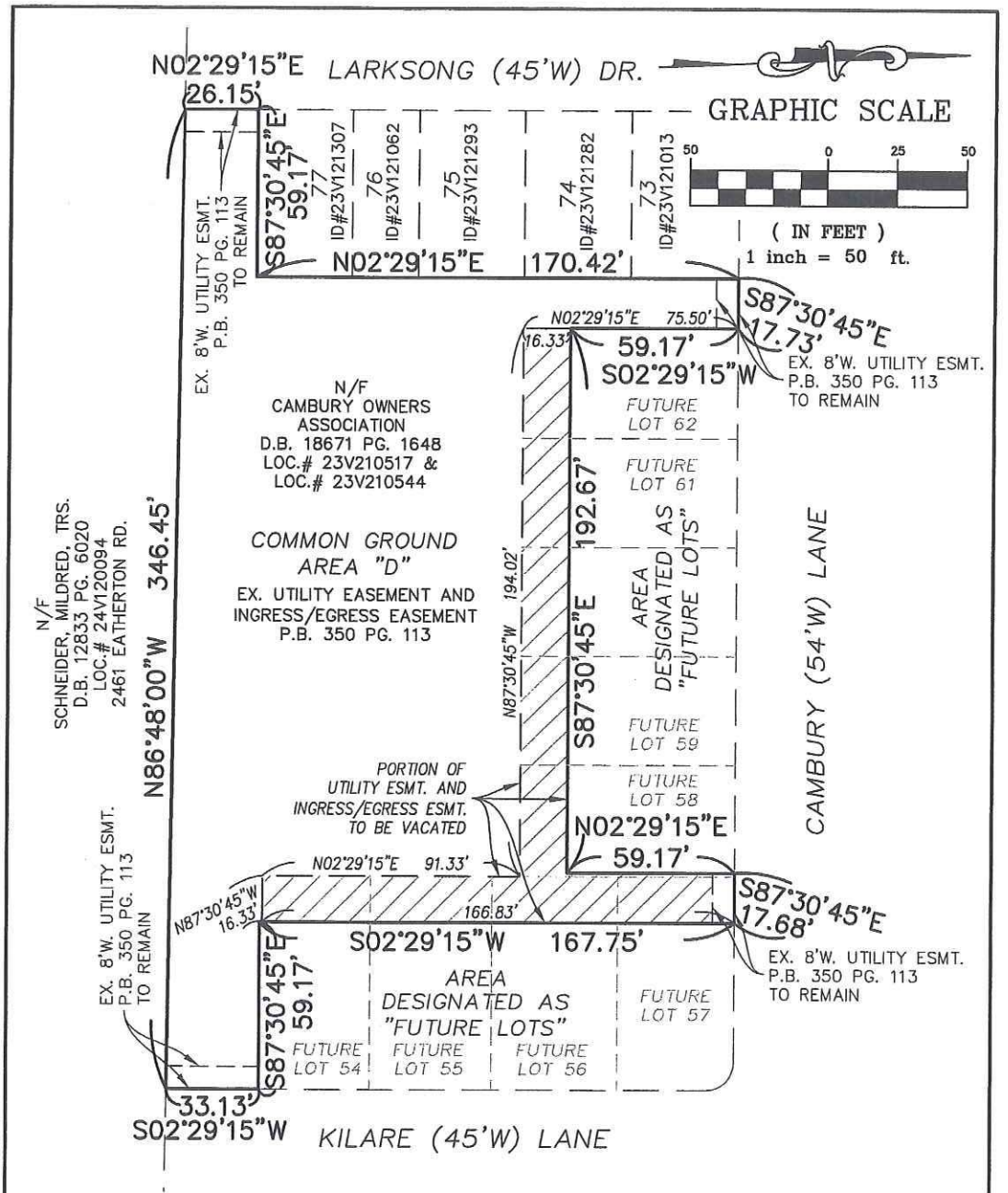


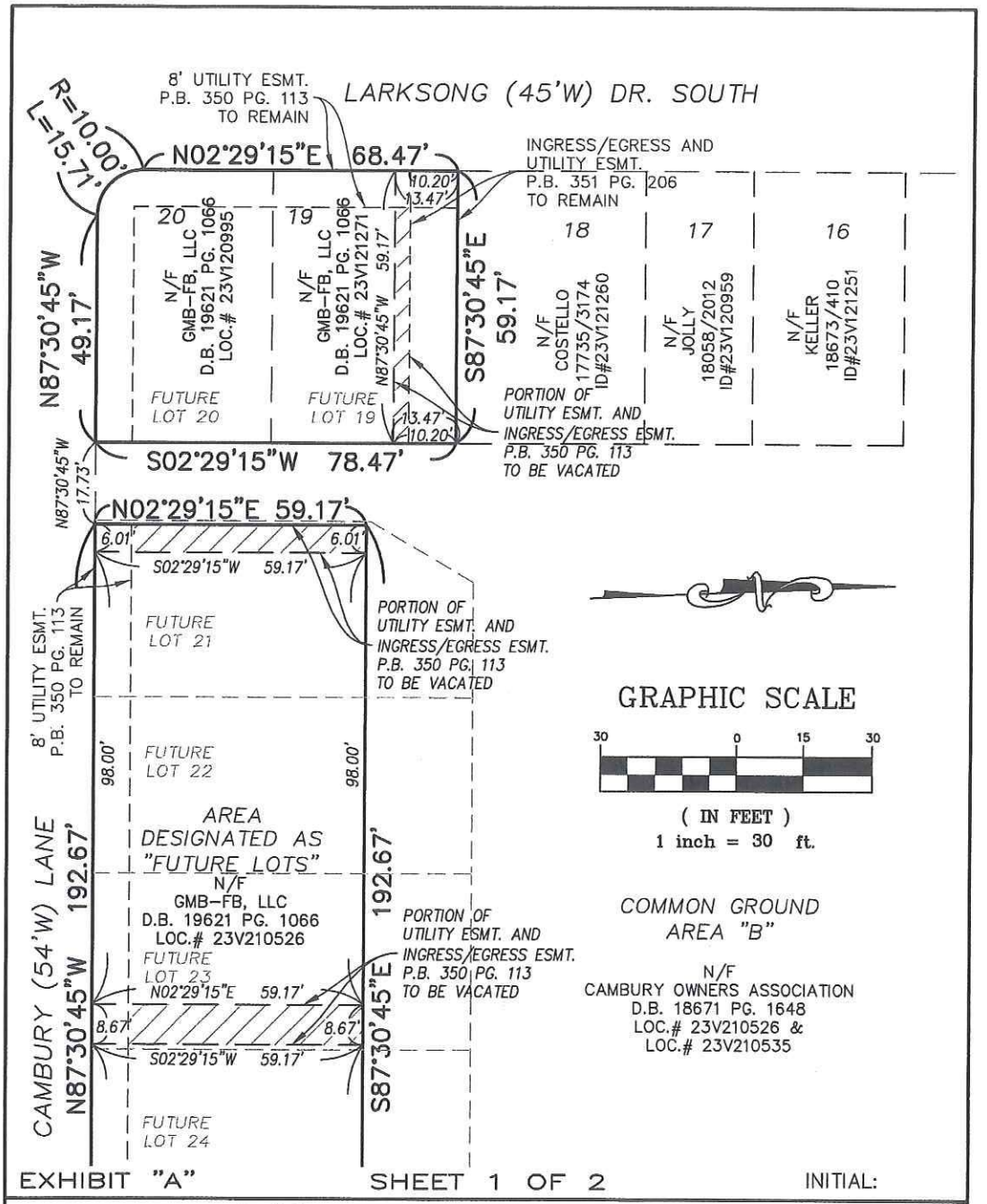
EXHIBIT "A"

INITIAL:

EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF COMMON GROUND AREA "D" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206) LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac CG D.dwg Plotted on: Aug 25, 2015 - 8:15am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOT 19 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), AND BEING PART OF TWO TRACTS OF LAND LOCATED IN SECTION 1 SHOWN AS 'FUTURE LOTS' ON SAID PLAT ALL LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac B Adj.dwg Plotted on: Aug 25, 2015 - 8:24am Plotted by: VWinters

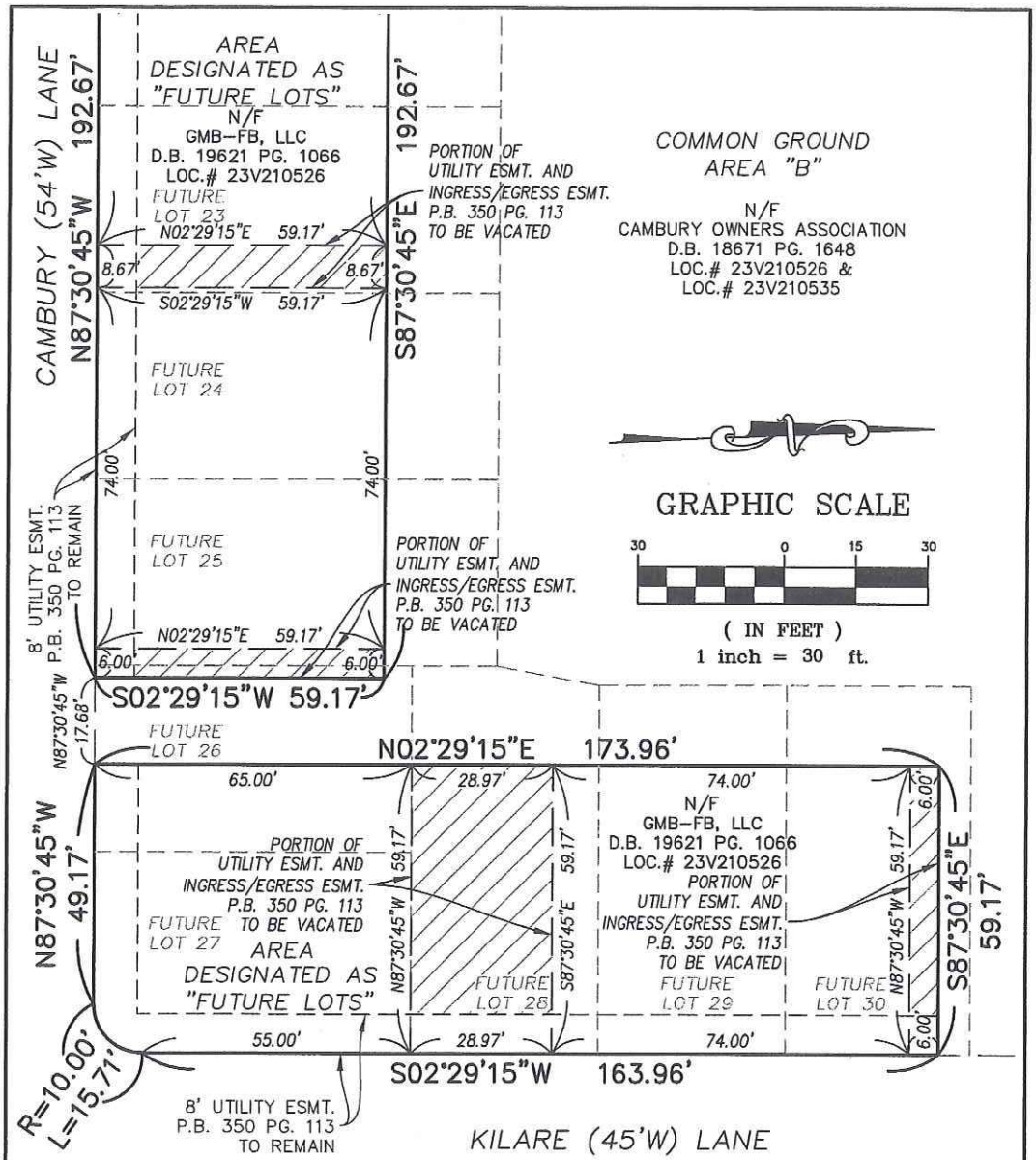
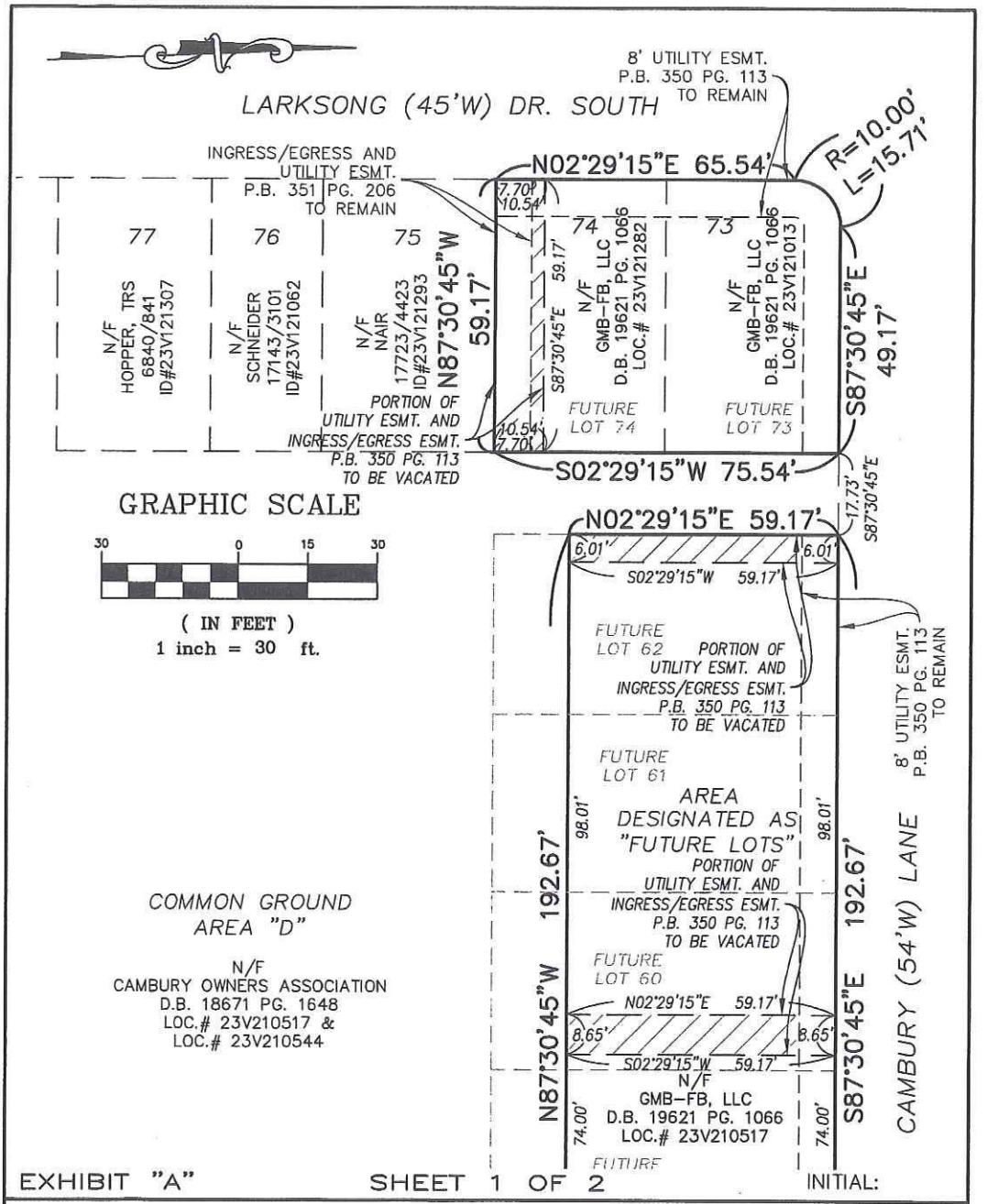


EXHIBIT "A" SHEET 2 OF 2 INITIAL:

EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOT 19 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), AND BEING PART OF TWO TRACTS OF LAND LOCATED IN SECTION 1 SHOWN AS 'FUTURE LOTS' ON SAID PLAT ALL LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac B Adj.dwg Plotted on: Aug 25, 2015 - 8:24am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOT 74 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), AND BEING PART OF TWO TRACTS OF LAND LOCATED IN SECTION 1 SHOWN AS 'FUTURE LOTS' ON SAID PLAT ALL LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac D Adj.dwg Plotted on: Aug 25, 2015 - 8:28am Plotted by: VWinters

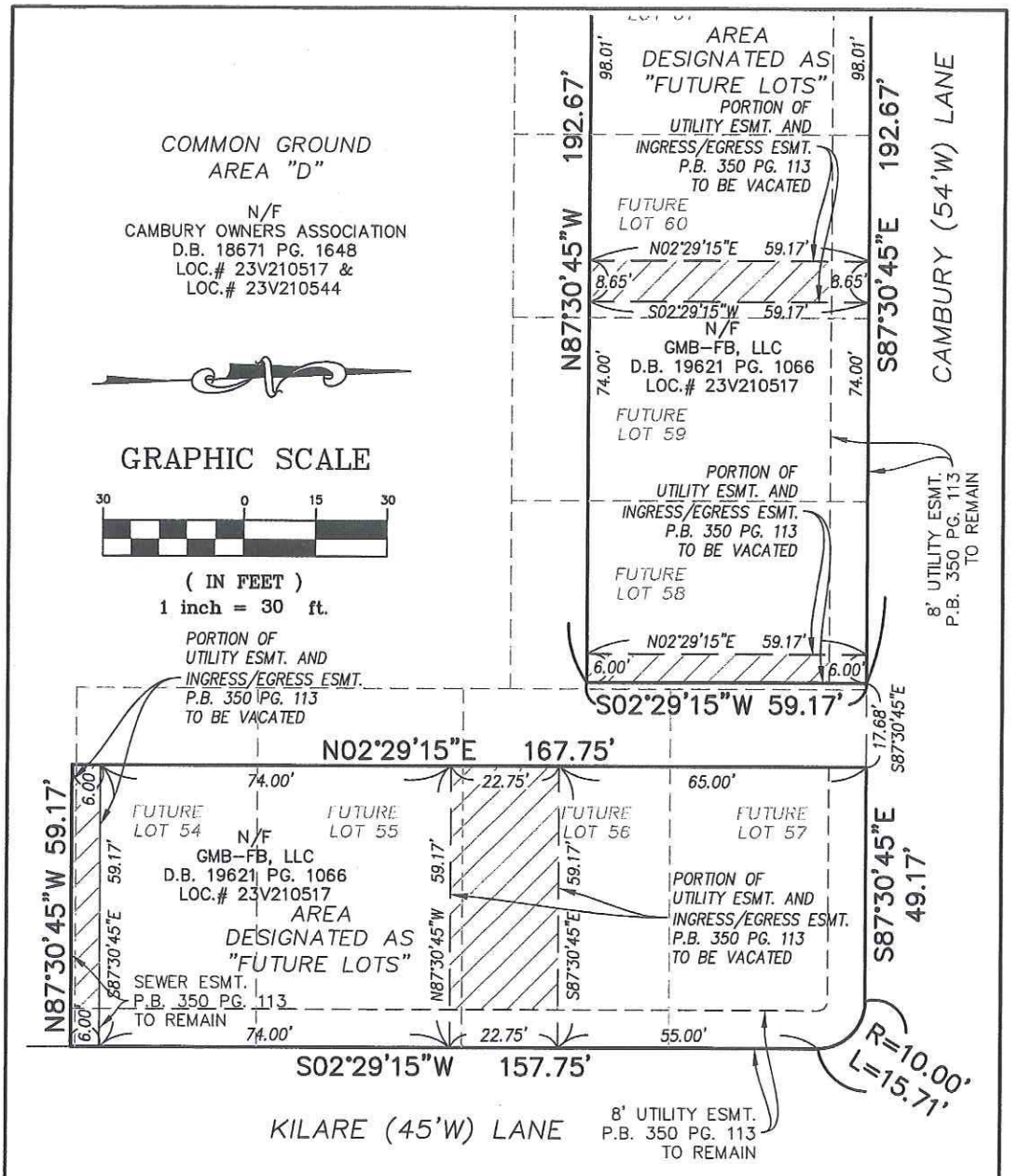
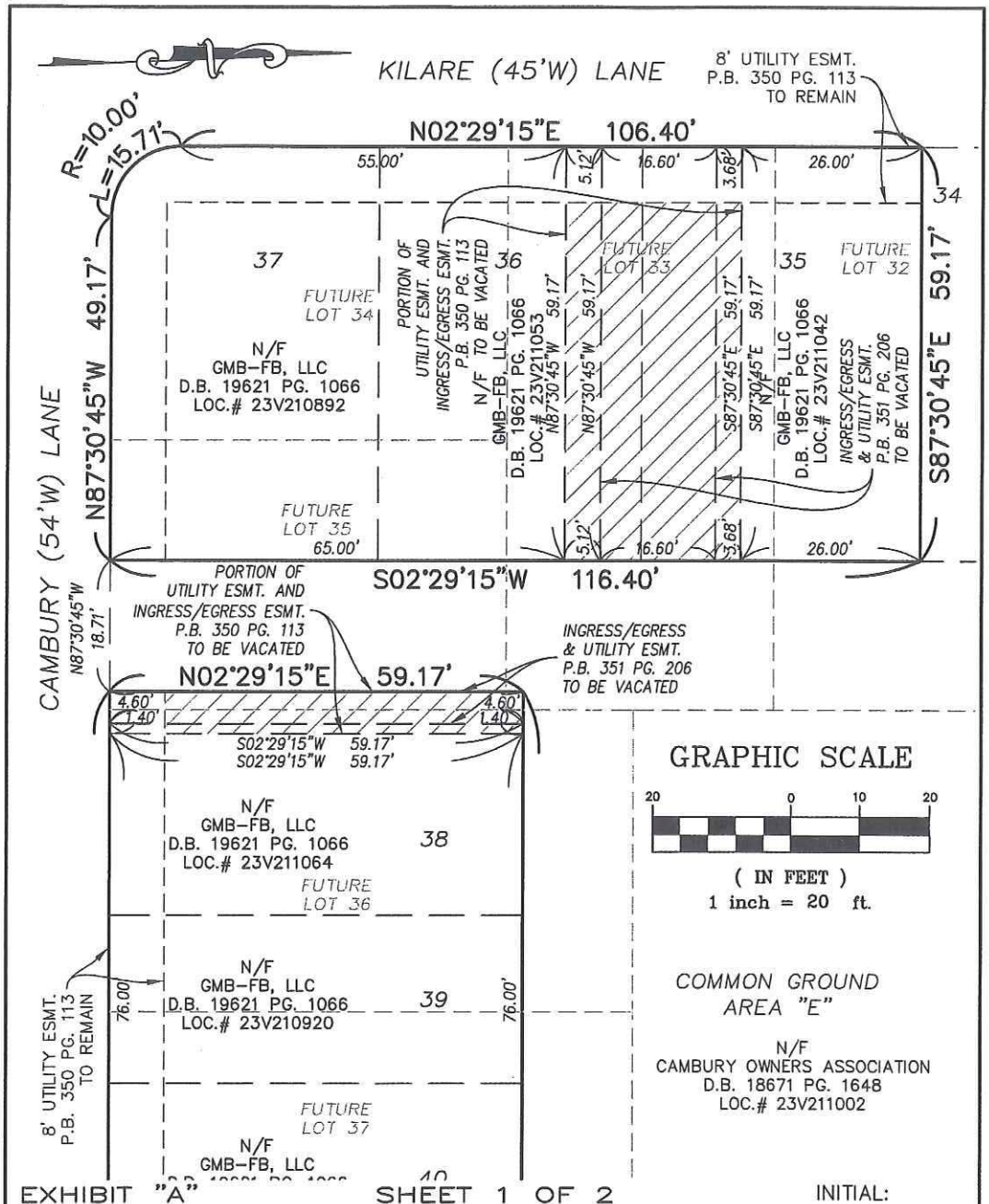


EXHIBIT "A" SHEET 2 OF 2 INITIAL:

EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOT 74 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), AND BEING PART OF TWO TRACTS OF LAND LOCATED IN SECTION 1 SHOWN AS 'FUTURE LOTS' ON SAID PLAT ALL LOCATED IN SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

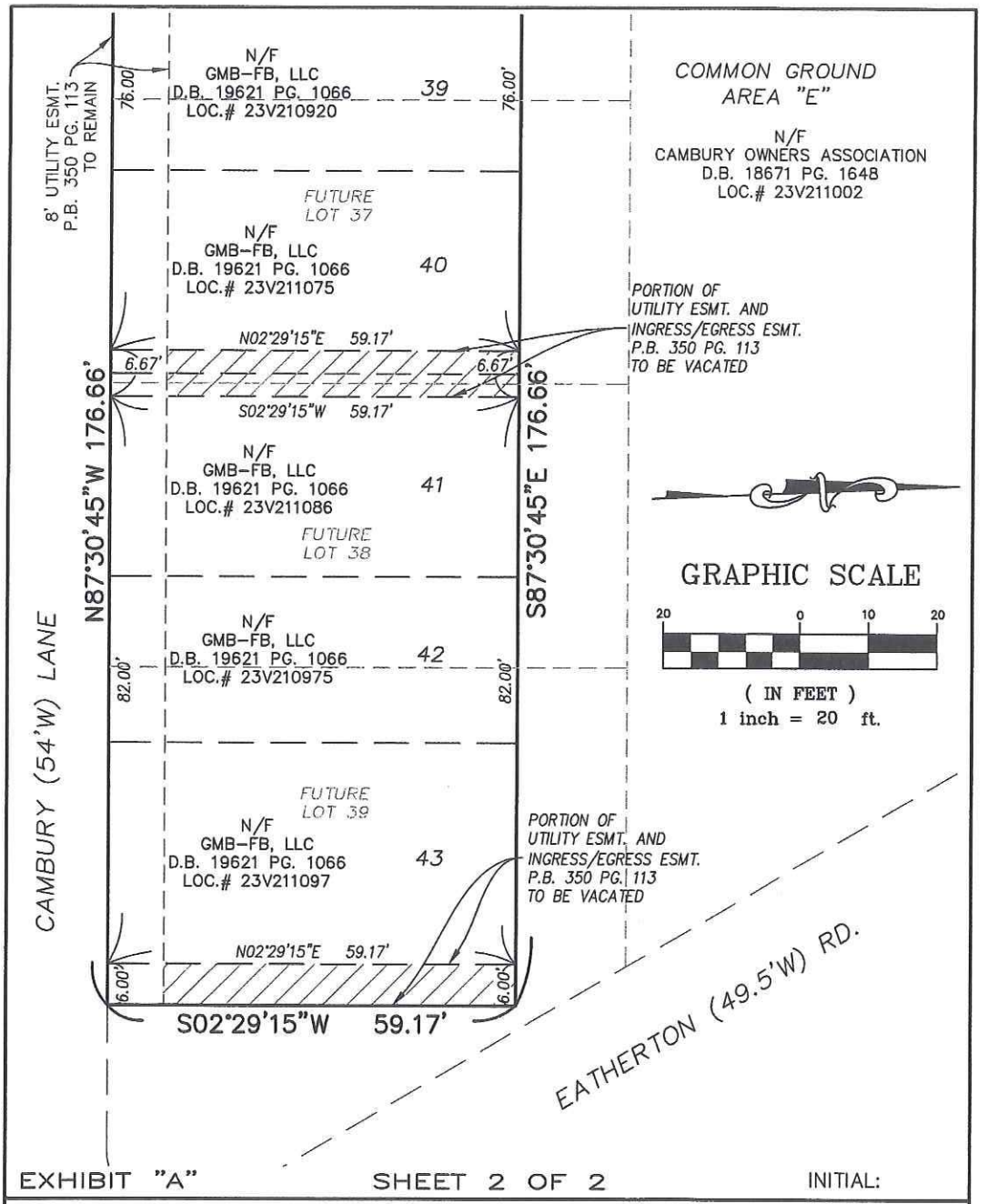
Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac D Adj.dwg Plotted on: Aug 25, 2015 - 8:28am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOTS 35, 36, 38, 40,41 AND 43 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), ALL LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

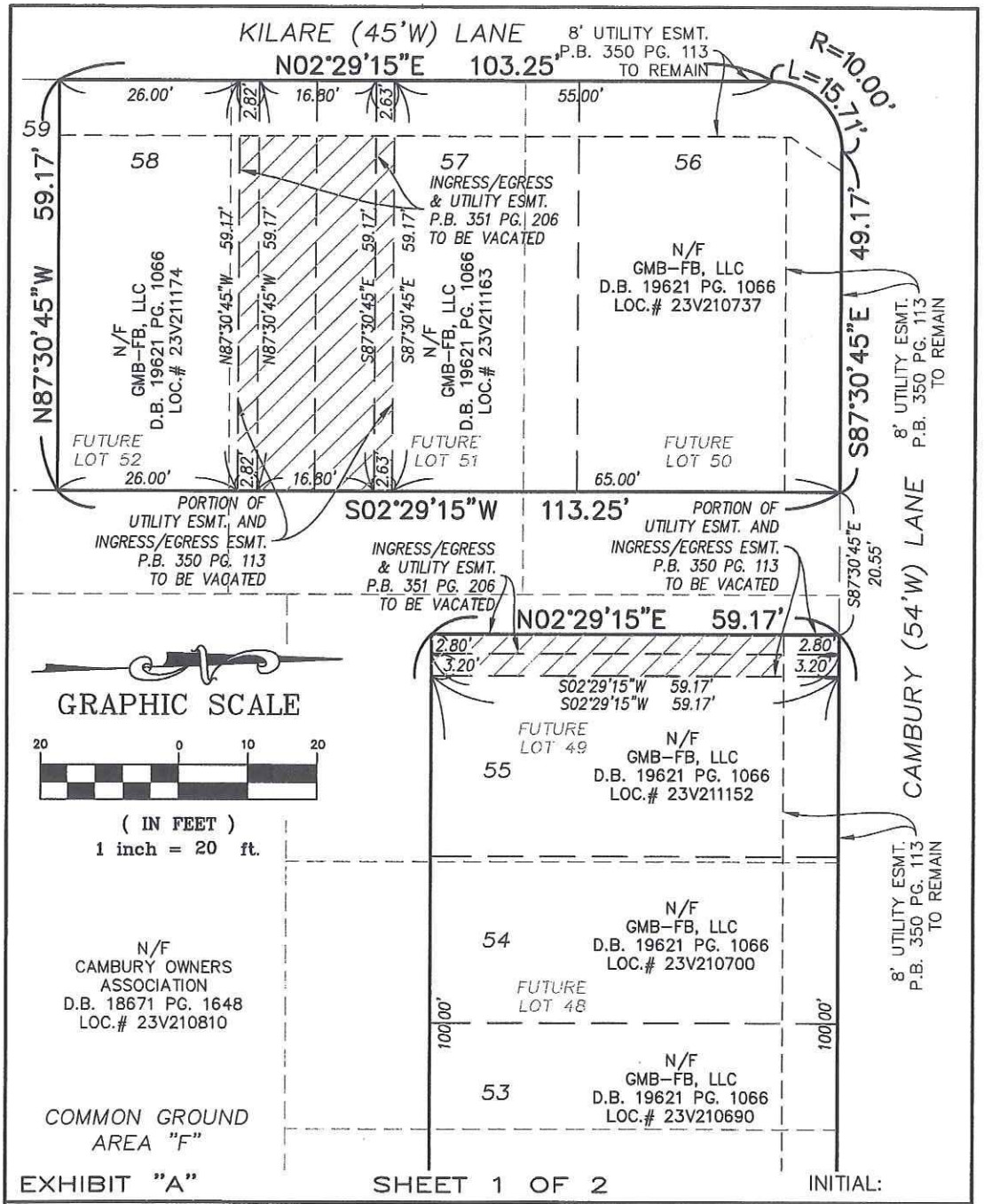
Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac E Adj.dwg Plotted on: Aug 25, 2015 - 8:33am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOTS 35, 36, 38, 40,41 AND 43 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), ALL LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

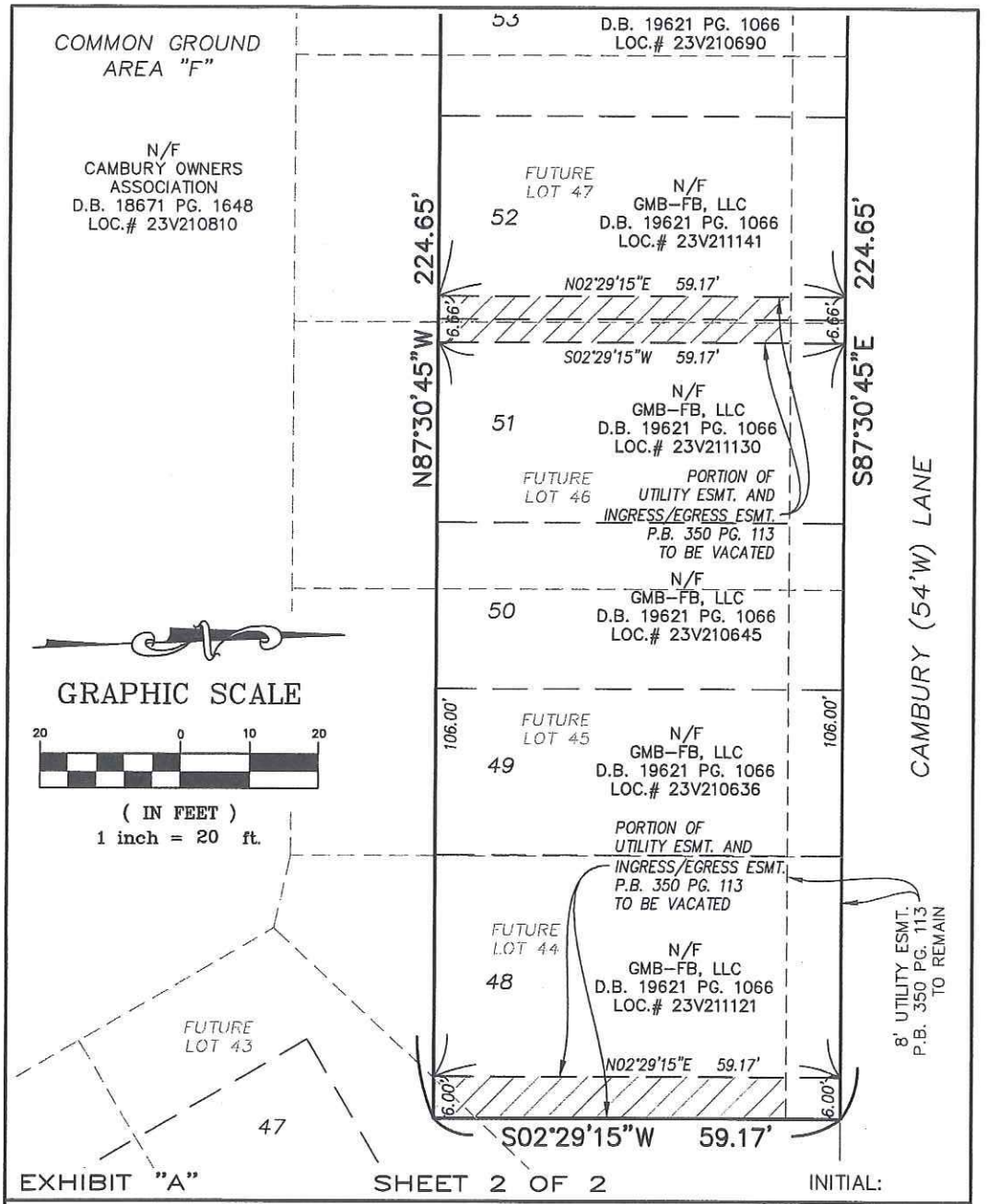
Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac E Adj.dwg Plotted on: Aug 25, 2015 - 8:33am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOTS 48, 51, 52, 55, 57 AND 58 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), ALL LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

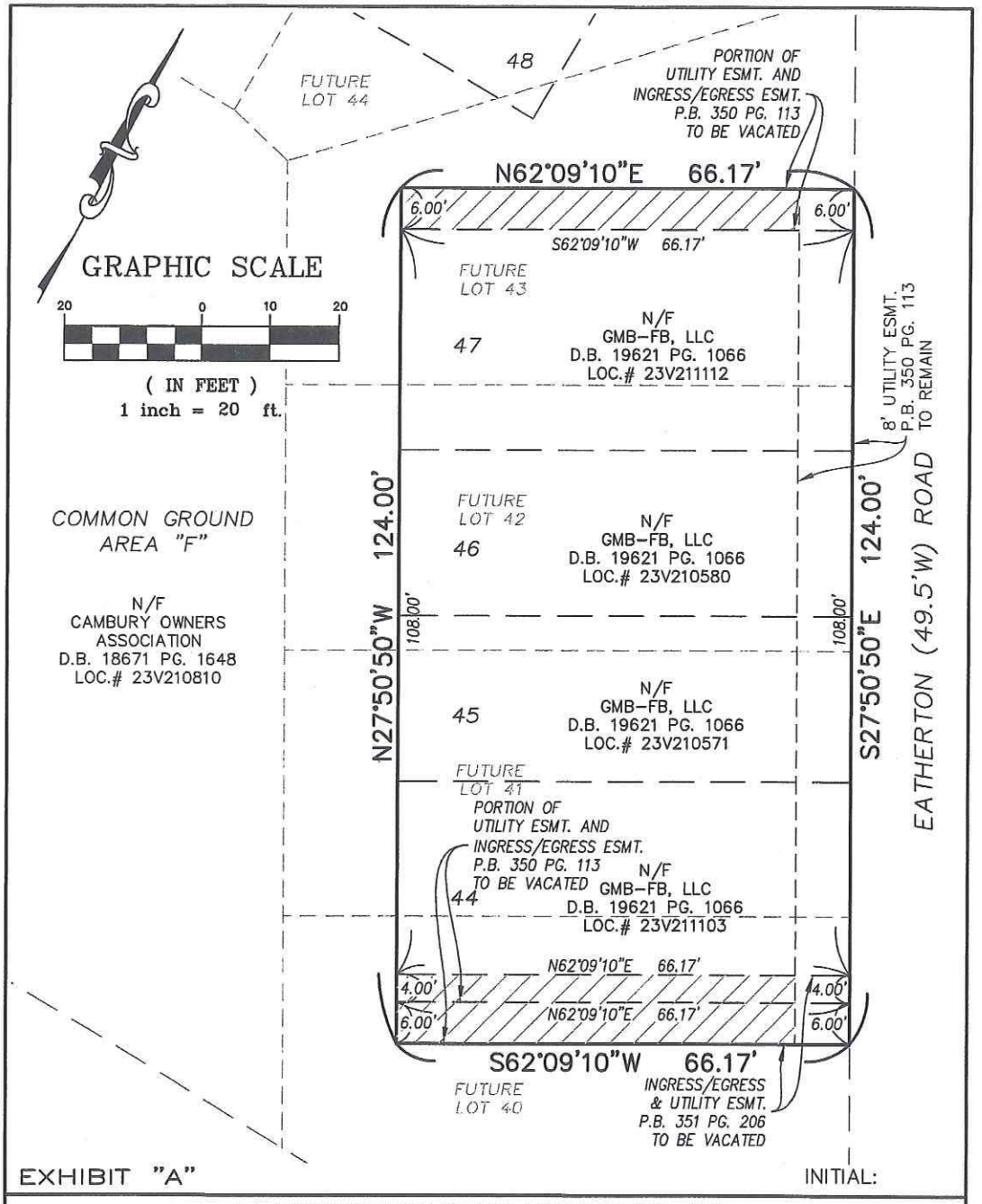
Drawing name: V:\1409317 Cambury\Drawings\Surveying\Easements\9317 Vac F Adj1.dwg Plotted on: Aug 25, 2015 - 8:49am Plotted by: VWinters



EASEMENT VACATION PLAT

SIX TRACTS LAND BEING PART OF LOTS 48, 51, 52, 55, 57 AND 58 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), ALL LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac F Adj1.dwg Plotted on: Aug 25, 2015 - 8:49am Plotted by: VWinters



EASEMENT VACATION PLAT

THREE TRACTS LAND BEING PART OF LOTS 44 AND 47 OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206), ALL LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

Drawing name: V:\11409317 Cambury\Drawings\Surveying\Easements\9317 Vac F Adj2.dwg Plotted on: Aug 25, 2015 - 8:52am Plotted by: VWinters

Exhibit B

Description of Property

Lots 19, 20, 33 through 60, inclusive, 73, 74, Common Ground Areas B, D, E and F and those areas depicted as "Future Lots" of the Boundary Adjustment Plat of Cambury an Cambury Plat Two, a Subdivision in the County of St. Louis, State of Missouri, according to the Plat thereof recorded in Plat Book 351, Pages 206-208 of the Recorder of Deeds for St. Louis County.

CAMBURY PLAT THREE

A RESUBDIVISION OF LOTS 19, 20, 33-60 (INCLUSIVE), 73, 74, COMMON GROUND AREAS "B", "D", "E" AND "F" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'" (P.B. 351 PG. 206) AND PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 1 DEPICTED AS 'FUTURE LOTS' ON SAID BOUNDARY ADJUSTMENT PLAT, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

ZONING: R-6A WITH PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (ORD. #2112)

493

APPROVED 1 of 3
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: Joe Vujnich
DATE: 10-27-15

2015102800184
PLAT: BK: 363, PG: 493-495
FILED FOR RECORD
Oct 28, 2015 10:20 AM
RECORDER OF DEEDS
ST. LOUIS COUNTY.MO.
Witness my hand and official seal on the day and year aforesaid.
Gerald E. Smith
Deputy Recorder: OB2

184

LOCATION MAP

OWNER'S CERTIFICATE (GMB-FB LLC):

WE, THE UNDERSIGNED OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "CAMBURY PLAT THREE".

ALL SEWER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED AND ARE HEREBY DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING, REPLACING AND REPAIRING OF PUBLIC SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE RETAINING WALL AND MAINTENANCE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CAMBURY HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING RETAINING WALLS, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID RETAINING WALLS.

THE 15-FEET WIDE TEMPORARY SLOPE CONSTRUCTION LICENSES (T.S.C.L) SHOWN HEREON ARE FOR THE PURPOSE OF MAKING CUTS, FILLS, SLOPING EMBANKMENT, CONSTRUCTING DRIVES, PROVIDING WORK ROOM AND IMPLEMENTING ANY AND ALL OTHER RELATED CONSTRUCTION ITEMS FOR FUTURE ROADWAYS CONNECTING TO KILARE LANE SOUTH AND LARKSONG DRIVE SOUTH UNTIL SUCH TIME AS CONSTRUCTION MAY BE COMPLETED AND ACCEPTED BY THE CITY OF WILDWOOD, MISSOURI. UPON GRANTING ACCEPTANCE BY THE CITY OF WILDWOOD OR ITS ASSIGNS, OR BY DECEMBER 31, 2018, WHICHEVER COMES FIRST, THIS LICENSE SHALL TERMINATE.

THE "MULTIPLE-USE TRAIL EASEMENT" SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF WILDWOOD, MISSOURI FOR PUBLIC USE, INCLUDING WALKING AND JOGGING.

THE DRIVEWAY EASEMENTS SHOWN ON LOTS 19 AND 74 OF THIS PLAT ARE HEREBY DEDICATED TO THE OWNERS OF LOTS 20 AND 73, RESPECTIVELY, OF THIS PLAT AND TO THE CAMBURY HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS, FOR PRIVATE USE AS A DRIVEWAY FOR INGRESS AND EGRESS FOREVER. IT SHALL BECOME THE RESPONSIBILITY OF THE CAMBURY HOMEOWNERS ASSOCIATION TO MAINTAIN THE IMPROVEMENTS LOCATED WITHIN SAID EASEMENTS.

THE EXISTING UTILITY AND INGRESS/EGRESS EASEMENTS ESTABLISHED BY PLAT RECORDED IN PLAT BOOK 351 PAGE 206 OVER THE NORTH 10.2 FEET OF LOT 19, AND THE SOUTH 7.7 FEET OF LOT 74, WHICH FOR BETTER IDENTIFICATION ARE SHOWN "CROSS-HATCHURED" HEREON, ARE HEREBY DEDICATED TO ALL LOT OWNERS OF THIS PLAT, AND TO THE CAMBURY HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF INGRESS AND EGRESS. IT SHALL BECOME THE RESPONSIBILITY OF THE CAMBURY HOMEOWNERS ASSOCIATION TO MAINTAIN THE IMPROVEMENTS LOCATED WITHIN SAID EASEMENTS.

THE ENTRANCE MONUMENT EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE CAMBURY HOMEOWNERS ASSOCIATION FOR THE INSTALLATION AND MAINTENANCE OF SUBDIVISION SIGNS, SUBDIVISION MONUMENTS AND LANDSCAPING, WHICH SIGNS, MONUMENTS AND LANDSCAPING SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE CAMBURY HOMEOWNERS ASSOCIATION, WITH AUTHORIZATION AND APPROVAL BY THE CITY OF WILDWOOD, MISSOURI, THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THE UNDERSIGNED CERTIFIES THAT ALL EASEMENTS OR OTHER RIGHTS WHATSOEVER AFFECTING THE PROPERTY SHOWN AND DESCRIBED HEREON, WHETHER PRESCRIPTIVE, OF RECORD OR OTHERWISE, ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF THE RECORDING OF THIS PLAT. OWNER HEREBY VACATES, RELEASES, RELINQUISHES AND TERMINATES THE UTILITY AND INGRESS/EGRESS EASEMENTS SHOWN TO BE VACATED ON PAGE THREE OF THIS PLAT AND ALL EASEMENTS OR OTHER RIGHTS WHATSOEVER, WHETHER PRESCRIPTIVE, OF RECORD OR OTHERWISE, GRANTED BY PRIOR RECORDED PLATS AND PURPORTING TO AFFECT THE PROPERTY SHOWN AND DESCRIBED HEREON, INCLUDING BUT NOT LIMITED TO THOSE CERTAIN PLATS RECORDED IN PLAT BOOK 350 PAGE 113, PLAT BOOK 350 PAGE 553 AND PLAT BOOK 351 PAGE 206, PROVIDED, HOWEVER, THAT ANY EASEMENT OR FRANCHISE GRANTED TO THE CITY OF WILDWOOD, THE METROPOLITAN ST. LOUIS SEWER DISTRICT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, MISSOURI-AMERICAN WATER COMPANY, AMEREN UE D/B/A AMEREN MISSOURI, LACLEDE GAS, CHARTER COMMUNICATIONS OR ANY OTHER UTILITY COMPANY OR FRANCHISE HOLDER, IF ANY, OVER ACROSS, UPON, UNDER OR THROUGH SAID PORTIONS OF THE VARIOUS RIGHTS-OF-WAY AND EASEMENTS SHOWN ON SAID PLATS SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL VACATED, ABANDONED OR RELEASED BY MUTUAL CONSENT OF THE INTERESTED PARTIES.

THE COMMON GROUND SHOWN ON THIS PLAT WAS PREVIOUSLY CONVEYED TO THE TRUSTEES AND/OR CAMBURY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY THE DEEDS RECORDED IN DEED BOOK 13689 PAGE 1968, IN DEED BOOK 14108 PAGE 2138, IN DEED BOOK 18671 PAGE 1645 AND IN DEED BOOK 18671 PAGE 1648 OF THE ST. LOUIS COUNTY RECORDS.

THE COMMON GROUND AS SHOWN ON THIS PLAT HAS BEEN CONVEYED, OR RE-CONVEYED, TO THE CAMBURY HOMEOWNERS ASSOCIATION BY INSTRUMENTS RECORDED ON THE 28th DAY OF OCTOBER, 2015, AS DAILY NUMBERS ~~185~~ 164, 165, AND 166 OF THE ST. LOUIS COUNTY RECORDS.

THE COMMON GROUND AREAS ACCORDING TO PLAT BOOK 350 PAGE 113 WHICH ARE SHOWN HEREON AS BEING PART OF NEW RESIDENTIAL LOTS HAS BEEN CONVEYED TO GMB-~~FB, LLC~~ BY INSTRUMENT RECORDED THE 28th DAY OF OCT, 2015, AS DAILY NUMBER 167 OF THE ST. LOUIS COUNTY RECORDS.

THE COMMON GROUND AS SHOWN HEREON HAS BEEN CONVEYED BY ~~QUIT-CLAIM~~ DEED TO THE CAMBURY HOMEOWNERS ASSOCIATION RECORDED THE 28th DAY OF OCT, 2015, AS DAILY NUMBER 185 OF THE ST. LOUIS COUNTY RECORDS.

THIS PLAT SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF "CAMBURY HOMEOWNERS ASSOCIATION" AS SET FORTH IN INSTRUMENT DATED MARCH 12, 2002 AND FILED FOR RECORD MARCH 14, 2002 AS DAILY NUMBER 1056 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES OR LIENS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 22ND DAY OF OCTOBER, 2015.

GMB-FB, LLC
Daniel J. Barnard
DANIEL J. BARNARD, PRESIDENT

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

ON THIS 22ND DAY OF OCTOBER, 2015, BEFORE ME PERSONALLY APPEARED DANIEL J. BARNARD, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF GMB-FB, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY BY AUTHORITY OF ITS MEMBERS AND AS AUTHORIZED UNDER ITS OPERATING AGREEMENT; AND SAID DANIEL J. BARNARD ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID 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.

MY COMMISSION EXPIRES: May 6, 2018
Sharon L. Sommer
NOTARY PUBLIC

OWNER'S CERTIFICATE (CAMBURY HOMEOWNERS ASSOCIATION):

THE CAMBURY HOMEOWNERS ASSOCIATION BY AND THROUGH THEIR DIRECTORS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF "CAMBURY PLAT THREE".

THE CAMBURY HOMEOWNERS ASSOCIATION, AS OWNERS OF COMMON GROUND AREAS B, D, E AND F AS SHOWN HEREON, HEREBY GRANT EASEMENTS TO THE OWNERS OF LOTS HEREIN PLATTED, THEIR SUCCESSORS AND ASSIGNS FOR PRIVATE SANITARY LATERALS. MAINTENANCE OF SAID SANITARY LATERALS IS THE SOLE RESPONSIBILITY OF EACH RESPECTIVE LOT OWNER FOR WHICH THE LATERAL SERVES.

THE 15-FEET WIDE TEMPORARY SLOPE CONSTRUCTION LICENSES (T.S.C.L.) SHOWN HEREON ARE FOR THE PURPOSE OF MAKING CUTS, FILLS, SLOPING EMBANKMENT, CONSTRUCTING DRIVES, PROVIDING WORK ROOM AND IMPLEMENTING ANY AND ALL OTHER RELATED CONSTRUCTION ITEMS FOR FUTURE ROADWAYS CONNECTING TO KILARE LANE SOUTH AND LARKSONG DRIVE SOUTH UNTIL SUCH TIME AS CONSTRUCTION MAY BE COMPLETED AND ACCEPTED BY THE CITY OF WILDWOOD, MISSOURI. UPON GRANTING ACCEPTANCE BY THE CITY OF WILDWOOD OR ITS ASSIGNS, OR BY DECEMBER 31, 2018, WHICHEVER COMES FIRST, THIS LICENSE SHALL TERMINATE.

THE UNDERSIGNED CERTIFIES THAT ALL EASEMENTS OR OTHER RIGHTS WHATSOEVER AFFECTING THE PROPERTY SHOWN AND DESCRIBED HEREON, WHETHER PRESCRIPTIVE, OF RECORD OR OTHERWISE, ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF THE RECORDING OF THIS PLAT. OWNER HEREBY VACATES, RELEASES, RELINQUISHES AND TERMINATES THE UTILITY AND INGRESS/EGRESS EASEMENTS SHOWN TO BE VACATED ON PAGE THREE OF THIS PLAT AND ALL EASEMENTS OR OTHER RIGHTS WHATSOEVER, WHETHER PRESCRIPTIVE, OF RECORD OR OTHERWISE, GRANTED BY PRIOR RECORDED PLATS AND PURPORTING TO AFFECT THE PROPERTY SHOWN AND DESCRIBED HEREON, INCLUDING BUT NOT LIMITED TO THOSE CERTAIN PLATS RECORDED IN PLAT BOOK 350 PAGE 113, PLAT BOOK 350 PAGE 553 AND PLAT BOOK 351 PAGE 206, PROVIDED, HOWEVER, THAT ANY EASEMENT OR FRANCHISE GRANTED TO THE CITY OF WILDWOOD, THE METROPOLITAN ST. LOUIS SEWER DISTRICT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI, MISSOURI-AMERICAN WATER COMPANY, AMEREN UE D/B/A AMEREN MISSOURI, LACLEDE GAS, CHARTER COMMUNICATIONS OR ANY OTHER UTILITY COMPANY OR FRANCHISE HOLDER, IF ANY, OVER ACROSS, UPON, UNDER OR THROUGH SAID PORTIONS OF THE VARIOUS RIGHTS-OF-WAY AND EASEMENTS SHOWN ON SAID PLATS SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL VACATED, ABANDONED OR RELEASED BY MUTUAL CONSENT OF THE INTERESTED PARTIES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 22ND DAY OF OCTOBER, 2015.

CAMBURY HOMEOWNERS ASSOCIATION
A.K.A. CAMBURY OWNERS ASSOCIATION
DIRECTORS:

Daniel J. Barnard — DANIEL J. BARNARD
Sharon Sommer — SHARON SOMMER
Paul B Campbell — PAUL B. CAMPBELL

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

ON THIS 22ND DAY OF OCTOBER, 2015, BEFORE ME PERSONALLY APPEARED DANIEL J. BARNARD TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DIRECTOR OF THE CAMBURY HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID DIRECTOR 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.

MY COMMISSION EXPIRES: May 6, 2018
Sharon L. Sommer
NOTARY PUBLIC

ON THIS 22ND DAY OF OCTOBER, 2015, BEFORE ME PERSONALLY APPEARED SHARON SOMMER TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE DIRECTOR OF THE CAMBURY HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID DIRECTOR 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.

MY COMMISSION EXPIRES: April 12, 2018
Victoria A. Kluver
NOTARY PUBLIC

VICTORIA A. KLUVER
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
My Commission Expires: April 12, 2018
Commission Number 10437089

ON THIS 22ND DAY OF OCTOBER, 2015, BEFORE ME PERSONALLY APPEARED PAUL B. CAMPBELL TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DIRECTOR OF THE CAMBURY HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID DIRECTOR 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.

MY COMMISSION EXPIRES: May 6, 2018
Sharon L. Sommer
NOTARY PUBLIC

LIENHOLDER (BRENTWOOD CLAYTON TRADE CENTER):

WHEREAS, BRENTWOOD-CLAYTON TRADE CENTER, LLC, BY A DEED OF TRUST RECORDED IN BOOK 19468 PAGE 135 OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AN NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED. NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT. BRENTWOOD-CLAYTON TRADE CENTER HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF "CAMBURY PLAT THREE".

TO HAVE AN TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 22nd DAY OF OCTOBER, 2015.

BRENTWOOD-CLAYTON TRADE CENTER, LLC
(FORMERLY BRENTWOOD-CLAYTON TRADE CENTER, LLP)

Paul B Campbell
SIGNATURE
PAUL B. CAMPBELL - Partner
PRINT NAME AND TITLE

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

ON THIS 22nd DAY OF October 2015, BEFORE ME PERSONALLY APPEARED ______, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS A ______ OF BRENTWOOD-CLAYTON TRADE CENTER, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY BY AUTHORITY OF ITS OPERATING AGREEMENT; AND SAID ______ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID 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.

MY COMMISSION EXPIRES: May 6, 2018
Sharon L. Sommer
NOTARY PUBLIC

LIENHOLDER (SCHARF ENTERPRISES):

WHEREAS, SCHARF ENTERPRISES, A DEED OF TRUST RECORDED IN BOOK 21135 PAGE 219 OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AN NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED. NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT. SCHARF ENTERPRISES HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS PLAT OF "CAMBURY PLAT THREE".

TO HAVE AN TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 22 DAY OF OCTOBER, 2015.

SCHARF ENTERPRISES LTD.
Ron Scharf
RON SCHARF, PRESIDENT

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

ON THIS 22 DAY OF October, 2015, BEFORE ME PERSONALLY APPEARED RON SCHARF, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF SCHARF ENTERPRISES LTD., A CORPORATION OF THE STATE OF ILLINOIS, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND SAID RON SCHARF 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.

MY COMMISSION EXPIRES: 03-20-17
Dawn Covili
NOTARY PUBLIC

DAWN COVILI
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: March 20, 2017
Commission Number: 13462089

GENERAL NOTES:

1. THE PROFESSIONAL WHOSE ORIGINAL SIGNATURE AND PERSONAL SEAL APPEARS ON THIS DRAWING, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS DRAWING AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO.) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY SAID PROFESSIONAL RELATING TO, OR INTENDED TO BE USED FOR, ANY PART OR PARTS OF THE PROJECT TO WHICH THIS DRAWING REFERS.
2. THIS TRACT CONTAINS 252,675 SQUARE FEET, OR 5.801 ACRES, MORE OR LESS AND 46 LOTS. TOTAL COMMON GROUND AREA IS 2.570 ACRES, MORE OR LESS.
3. BASIS OF BEARINGS ADOPTED FROM PLAT OF "BOUNDARY ADJUSTMENT PLAT OF CAMBURY AND CAMBURY PLAT TWO" AS RECORDED IN PLAT BOOK 351 PAGE 206 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
4. SOURCE OF RECORD TITLE: SPECIAL WARRANTY DEED TO GMB-FB LLC RECORDED IN DEED BOOK 19621 PAGE 1066 OF THE ST.LOUSI COUNTY, MISSOURI RECORDS (ORIGINAL LOTS 19, 20, 33-60, 73, 74 AND FUTURE LOTS) AND WARRANTY DEED TO CAMBURY HOMEOWNERS ASSOCIATION RECORDED IN DEED BOOK 14108 PAGE 2138 AND RE-RECORDED IN DEED BOOK 18671 PAGE 1645 OF SAID RECORDS (COMMON GROUND AREAS B, D, E AND F).
5. PERMANENT MONUMENTS WILL BE SET WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS FOR LOT CORNERS WILL BE SET IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS WITHIN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
6. ALL BEARINGS AND DISTANCES ARE BOTH RECORD AND SURVEYED UNLESS NOTED OTHERWISE. ( ) DENOTES RECORD INFORMATION.
7. THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP OF ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS COMMUNITY PANEL NO. 29189C0260K EFFECTIVE FEBRUARY 4, 2015. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
8. THIS PARCEL IS ZONED "R-6A" RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT (PRD) OVERLAY MODIFIED BY CITY OF WILDWOOD ORDINANCE NO. 2112.
9. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC TITLE NATIONAL TITLE INSURANCE COMPANY, INC., WITH FILE NO. KEE-14-157831 AND WITH AN EFFECTIVE DATE OF OCTOBER 17, 2014 AND A TITLE COMMITMENT BY OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, INC., WITH FILE NO. 1502255 AND WITH AN EFFECTIVE DATE OF APRIL 6, 2015.

THE NOTES REGARDING SCHEDULE B, SECTION 2 OF TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, INC., WITH FILE NO. KEE-14-157831 WITH AN EFFECTIVE DATE OF OCTOBER 17, 2014 ARE AS FOLLOWS:

ITEM NOS. 1-5: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

ITEM NO. 6: SUBJECT TO BUILDING LINE(S), EASEMENTS, RESTRICTIONS, RIGHTS AND POWERS OF TRUSTEE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 350 PAGE 113 AND PLAT BOOK 350 PAGE 553 AND PLAT BOOK 351 PAGE 206 AND INSTRUMENT RECORDED IN BOOK 13689 PAGE 1902. BUILDING LINES AND EASEMENTS NOTED AND SHOWN HEREON.

ITEM NOS. 7 THROUGH 10: INTENTIONALLY DELETED.

ITEM NO. 11: SUBJECT TO TERMS AND PROVISIONS OF ORDINANCE NO. 7664 AS RECORDED IN BOOK 8446 PAGE 872 OF THE ST. LOUIS COUNTY RECORDS.

ITEM NO. 12: INTENTIONALLY DELETED.

ITEM NO. 13: SUBJECT TO TERMS AND PROVISIONS OF DEVELOPMENT PLAT RECORDED IN PLAT BOOK 348 PAGE 40.

ITEM NO. 14: INTENTIONALLY DELETED.

ITEM NO. 15: SUBJECT TO AGREEMENT FOR SANITARY SEWER MAINTENANCE WITH ASSESSMENTS THEREOF RECORDED IN BOOK 12632 PAGE 2485 AND BOOK 12720 PAGE 2543.

THE NOTES REGARDING SCHEDULE B, SECTION 2 OF TITLE COMMITMENT BY OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, INC., WITH FILE NO. 1502255 AND WITH AN EFFECTIVE DATE OF APRIL 6, 2015 ARE AS FOLLOWS:

ITEM NOS. 1-4: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

ITEM NO. 5: SUBJECT TO TERMS AND PROVISIONS OF ST. LOUIS COUNTY ORDINANCE NO. 7664, A COPY OF WHICH IS RECORDED IN BOOK 8446 PAGE 872.

ITEM NO. 6: SUBJECT TO BUILDING LINE(S), EASEMENTS, RESTRICTIONS, RIGHTS AND POWERS OF TRUSTEE ACCORDING TO PLAT RECORDED IN PLAT BOOK 350 PAGE 113, PLAT BOOK 350 PAGE 553 AND PLAT BOOK 351 PAGE 206 AND INSTRUMENT RECORDED IN BOOK 13689 PAGE 1902. BUILDING LINES AND EASEMENTS NOTED AND SHOWN HEREON.

ITEM NO. 7: SUBJECT TO TERMS AND PROVISIONS OF DEVELOPMENT PLAN RECORDED IN PLAT BOOK 348 PAGE 40.

ITEM NO. 8: SUBJECT TO AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF THE SUBDIVISION RETENTION BASIN, DRAINAGE FACILITIES AND SEWER LINES RECORDED IN BOOK 12720 PAGE 2543.

ITEM NOS. 9-10: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

SHEET INDEX:

1. COVER TEXT AND SCRIPT
2. RESUBDIVISION PLAT
3. EASEMENTS TO BE VACATED AND EASEMENT DETAILS

LEGEND

- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(5/8" I.ROD W/ ALUMINUM CAP) (8 MONUMENTS)
- ● SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(1/2" I.ROD W/ PLASTIC CAP) (19 MONUMENTS)
- (dotted) UTILITY AND INGRESS/EGRESS EASEMENT (U.&I/E. ESMT.) TO BE VACATED BY THIS PLAT AND BY SEPARATE DOCUMENT
- (hatched) SEWER EASEMENT TO BE VACATED BY SEPARATE DOCUMENT
- (cross-hatched) UTILITY AND INGRESS/EGRESS EASEMENT (U.&I/E. ESMT.) TO BE DEDICATED TO ALL LOT OWNERS OF THIS PLAT

ABBREVIATIONS:

A.K.A. -	ALSO KNOWN AS
BLDG. -	BUILDING
D.B. -	DEED BOOK
ESMT. -	EASEMENT
FND. -	FOUND
L.W. -	LOT WIDTH
N/F -	NOW OR FORMERLY
ORIG. -	ORIGINAL
P.B. -	PLAT BOOK
PG. -	PAGE
SF -	SQUARE FEET
U.&I.E. -	UTILITY AND INGRESS/EGRESS EASEMENT

PROPERTY DESCRIPTION:

LOTS 19, 20, 33 THROUGH 60 INCLUSIVE, 73, 74, COMMON GROUND AREAS B, D, E AND F, AND THOSE AREAS DEPICTED AS "FUTURE LOTS" OF THE BOUNDARY ADJUSTMENT PLAT OF CAMBURY AND CAMBURY PLAT TWO, A SUBDIVISION IN THE COUNTY OF ST. LOUIS, STATE OF MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 351 PAGES 206, 207 AND 208 OF THE ST. LOUIS COUNTY RECORDS.

BENCHMARKS:

THE STERLING COMPANY HAS ESTABLISHED TWO SITE BENCHMARKS AS DESCRIBED BELOW. THE SITE DATUM WAS ESTABLISHED USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE THREE POINTS (INCLUDING THE TWO SITE BENCHMARKS) ON THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOSI AND A PID OF LD3650 VIA THE MISSOURI DEPARTMENT OF TRANSPORTATION REAL TIME KINEMATIC NETWORK.

SITE BENCHMARK #1: ELEVATION = 776.88' (NAVD 88)
"CROSS" CUT IN CONCRETE AT THE INTERSECTION OF THE CENTER LINE OF CAMBURY LANE AND THE CENTER LINE OF LARKSONG DRIVE; 33 FEET SOUTHWEST OF A FIRE HYDRANT, 42 FEET NORTHWEST OF A LIGHT STANDARD AND 38 FEET SOUTHEAST OF A CURB INLET. (SHOWN HEREON)

SITE BENCHMARK #2: ELEVATION = 789.06' (NAVD 88)
"CROSS" CUT IN CONCRETE AT THE CENTER LINE OF CAMBURY LANE, 20 FEET WEST OF THE CENTERLINE OF EATHERTON ROAD; 47 FEET SOUTHEAST OF A POWER POLE, 47 FEET NORTHWEST OF A MAIL BOX AND 13 FEET NORTH OF A STOP SIGN WITH STREET SIGN. (SHOWN HEREON)

SURVEYOR'S CERTIFICATE:

ORDER NUMBER: 14-09-317
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 487-0440

THIS IS TO CERTIFY THAT WE HAVE, BY ORDER OF McBRIDE CAMBURY, LLC, GMB-FB LLC AND CAMBURY HOMEOWNERS ASSOCIATION, DURING THE MONTH OF APRIL, 2015 MADE A SURVEY AND DURING THE MONTH OF JUNE 2015, MADE A SUBDIVISION PLAT OF "A TRACT OF LAND BEING LOTS 19, 20, 33-60 (INCLUSIVE), 73, 74, COMMON GROUND AREAS "B", "D", "E" AND "F" OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY AND CAMBURY PLAT TWO'" (P.B. 350 PG. 206) AND PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 1 DEPICTED AS 'FUTURE LOTS' ON SAID BOUNDARY ADJUSTMENT PLAT, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI" AND THAT RESULTS OF SAID SURVEY AND SUBDIVISION ARE REPRESENTED ON THIS PLAT. THIS SURVEY MEETS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16, EFFECTIVE AUGUST 28, 2013) AS AN "URBAN PROPERTY".

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS 22ND DAY OF OCTOBER, 2015.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963

STATE OF MISSOURI — JAMEY A. HENSON — NUMBER PLS-2007017963 — PROFESSIONAL LAND SURVEYOR

CITY APPROVAL:

THIS ACKNOWLEDGEMENT CERTIFIES THIS SUBDIVISION PLAT OF CAMBURY PLAT THREE HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS 27th DAY OF October, 2015.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

JOE VUJNICH,
DIRECTOR OF PLANNING

I, ~~LYNNE GREENE-BELDNER~~ LAURA RECHTIN DEPUTY, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NUMBER 2127 UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE 28th DAY OF September 2015. 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 27th DAY OF October, 2015.

~~LYNNE GREENE-BELDNER~~, CITY CLERK
LAURA RECHTIN DEPUTY

CITY OF WILDWOOD SEAL MISSOURI

SERVICE PROVIDERS:

CITY COUNCIL:	WARD 8
SCHOOL:	ROCKWOOD
FIRE:	METRO WEST
GAS:	LACLEDE GAS
PHONE:	AT&T
ELECTRIC:	AMEREN U.E.
SEWER:	METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER:	MISSOURI AMERICAN WATER COMPANY
CABLE:	CHARTER COMMUNICATIONS
WATERSHEDS:	BONHOMME CREEK AND CAULKS CREEK
ZIP CODE:	63040 (GROVER)
POLICE:	ST. LOUIS COUNTY - WILDWOOD PRECINCT #6

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

DRAWN BY:	VLW	MSD P# - P-0023421-01	
CHECKED BY:	JAH	DATE:	10/22/2015
JOB NO.:	14-09-317	CAMBURY PLAT THREE	

CAMBURY PLAT THREE

RESUBDIVISION DETAIL SHEET

494

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

DRAWN BY:	VLW	MSD P# - P-0023421-01
CHECKED BY:	JAH	DATE: 10/22/2015
JOB NO.:	14-09-317	CAMBURY PLAT THREE

LEGEND

▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(5/8" I.ROD W/ ALUMINUM CAP) (8 MONUMENTS)

● SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS)-(1/2" I.ROD W/ PLASTIC CAP) (19 MONUMENTS)

UTILITY AND INGRESS/EGRESS EASEMENT (U.&I./E. ESMT.) TO BE DEDICATED TO ALL LOT OWNERS OF THIS PLAT

TYPICAL LOT

NOT TO SCALE

CITY OF WILDWOOD SEAL MISSOURI

APPROVED 2 of 3
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: Joe Vujnich
DATE: 10-27-15

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 3 FOR CERTIFICATION
THE STERLING COMPANY
MO REG. 307-D
JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963
10/22/15

STATE OF MISSOURI JAMEY A. HENSON NUMBER PLS-2007017963 PROFESSIONAL LAND SURVEYOR

CAMBURY PLAT THREE

EASEMENT VACATION DETAIL SHEET

495

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

MISSOURI STATE HIGHWAY
100 (VARIABLE WIDTH)

LARKSONG (45'W) DRIVE NORTH (PUBLIC)
LARKSONG (45'W) DRIVE SOUTH (PUBLIC)
KILARE (45'W) LANE NORTH (PUBLIC)
KILARE (45'W) LANE SOUTH (PUBLIC)
EATHERTON (49.5'W) ROAD (PUBLIC)
CAMBURY (54'W) LANE (PUBLIC)

COMMON GROUND AREA "B"
COMMON GROUND AREA "C"
COMMON GROUND AREA "D"
COMMON GROUND AREA "E"
COMMON GROUND AREA "F"

N89°44'16"E 315.73'
S80°39'20"E 264.43'
N87°30'45"W 59.17'
S87°30'45"E 59.17'
N02°29'15"E 97.82'
N02°29'15"E 94.88'
N02°29'15"E 208.01'
N02°29'15"E 26.15'
S27°50'50"E 512.78'
N86°48'00"W 836.95'

EX. 10'W. WATER ESMT. 8141/1122 & 8742/1377
EX. 8'W. UTILITY ESMT. P.B. 350 PG. 113
EX. 10'W. SEWER ESMT. P.B. 350 PG. 113
EX. 35' MULTIPLE USE TRAIL ESMT. P.B. 350 PG. 113
EX. 24'W. MULTIPLE USE TRAIL ESMT. P.B. 350 PG. 113
MULTIPLE-USE TRAIL EASEMENT
EX. U.&I./E. ESMT. P.B. 350 PG. 113
EX. U.&I./E. ESMT. P.B. 351 PG. 206
EX. U.&I./E. ESMT. P.B. 351 PG. 206 (TO REMAIN)
EX. U.&I./E. ESMT. P.B. 351 PG. 206 (TO BE VACATED)
EX. SEWER ESMTS. P.B. 350 PG. 113
EX. UTILITY ESMT. AND INGRESS/EGRESS ESMT. PER P.B. 350 PG. 113
EX. SEWER ESMT. P.B. 350 PG. 113
EX. SEWER ESMTS. P.B. 350 PG. 113
EX. 10' WIDE SEWER ESMT.
5' SEWER EASEMENTS
10' SEWER EASEMENT
DRIVEWAY ESMT.
24'W RETAINING WALL & MAINTENANCE ESMT.
18'W RETAINING WALL & MAINTENANCE ESMT.
15' T.S.C.L. FOR FUTURE ROADWAY EXTENSION
10' ENTRANCE MONUMENT EASEMENT
7' ENTRANCE MONUMENT EASEMENT
MULTIPLE-USE TRAIL EASEMENT

N/F KELLER 18673/410
N/F JOLLY 18058/2012
N/F COSTELLO 17735/3174
N/F NAIR 17723/4423
N/F SCHNEIDER 17143/3101
N/F HOPPER, TRS. 16840/841
N/F CITY OF WILDWOOD
N/F DALE & JUDITH FRIEDHOFF D.B 20523 PG. 1033 LOC.# 23V211011 2400 EATHERTON RD.
N/F CHRISTINE LAMPE & KEVIN ROGERS D.B 20768 PG. 570 LOC.# 23V210085 2406 EATHERTON RD.
N/F BYRNE DEVELOPMENT CO. ONE, LLC D.B 17486 PG. 4227 LOC.# 23V210063 2418 EATHERTON RD.
N/F MILDRED SCHNEIDER, TRS. D.B 12833 PG. 6020 LOC.# 24V120094 2461 EATHERTON RD.

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

DRAWN BY:	VLW	MSD P# - P-0023421-01
CHECKED BY:	JAH	DATE: 10/22/2015
JOB NO.:	14-09-317	CAMBURY PLAT THREE

LEGEND

UTILITY AND INGRESS/EGRESS EASEMENT (U.&I./E. ESMT.) TO BE VACATED BY THIS PLAT AND SEPARATE DOCUMENT

SEWER EASEMENT TO BE VACATED BY SEPARATE DOCUMENT

APPROVED 3 of 3
CITY OF WILDWOOD
DEPARTMENT OF PLANNING
SIGNED: Joe Vujnovic
DATE: 10-27-15

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 3 FOR CERTIFICATION
THE STERLING COMPANY
MO REG. 397-D

JAMEY A. HENSON, PLS
MO REG. L.S. #2007017963
10/22/15

STATE OF MISSOURI
JAMEY A. HENSON
NUMBER PLS-2007017963
PROFESSIONAL LAND SURVEYOR

BILL #2183 **ORDINANCE #2183**

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

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

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

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

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

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

110.120. Mayor Pro Tempore.
At the first (1st) regular meeting of the Council after the election in each year, which meeting shall occur at the time fixed by ordinance, the Council shall elect from its members a Mayor Pro Tempore who shall hold office for the term of one (1) year and who shall preside at Council meetings not attended by the Mayor. The Mayor Pro Tempore acting as Mayor by authority of this Section shall have no power of veto, nor power to break a tie vote, and shall retain the office and duties of Council Member. In the absence of the Mayor and the Mayor Pro Tempore, the Council may select one (1) of its members present to preside at such meetings, who shall be styled "Acting Mayor Pro Tempore".

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

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

_____ _____
Presiding Officer JAMES R. BOWLIN, MAYOR

ATTEST: ATTEST:

_____ _____
City Clerk City Clerk

BILL #2184 **ORDINANCE #2184**

AN ORDINANCE AMENDING SECTION 110.250 OF THE CITY OF WILDWOOD, MISSOURI MUNICIPAL CODE

WHEREAS, Section 110.250 of the City of Wildwood, Missouri Municipal Code currently contains a provision to appoint two (2) co-chairpersons for each Standing Committee of the City Council; and

WHEREAS, the Standing Committees of the City Council have traditionally had only one (1) chairperson appointed; and

WHEREAS, the Council of the City of Wildwood, Missouri, desires to amend said section of the Municipal Code to provide for only one (1) chairperson.

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

Section One. Chapter 110 of the Code of Ordinances entitled "Mayor and City Council" is hereby amended by deleting Section 110.250 (Standing Committees) in its entirety and enacting in its place a new Section 110.250 to read as follows:

110.250. Standing Committees.

A. *Establishment.* There are hereby established as standing committees of the City Council the following:

1. Administration and Public Works.
2. Planning, Economic Development, and Parks.

B. *Membership—Appointment.* Each of the two (2) Council standing committees shall have **one (1) chairperson**, appointed by the committees; shall consist of no less than eight (8) members of City Council and shall meet no less than once per month. The Mayor and Council Members not on the Administration and Public Works Committee will be considered ad hoc, non-voting members of the committee and are welcome to attend and comment. The Mayor and Council Members not on the Planning, Economic Development and Parks Committee will be considered ad hoc, non-voting members of the committee and are welcome to attend and comment.

C. *Functions.* The functions of the various committees shall include, but shall not be limited to:

1. Making recommendations to the Council or to the City Administrator, or both, concerning any of the matters within its purview, when requested and also at other times when it appears that the best interest of the City and its residents will be served thereby;
2. Formulating, with the assistance of the staff, long-range plans and evaluation and revision if necessary of such plans as adopted; and
3. Reviewing and recommending legislation concerning any of the matters within its purview.

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

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

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

BILL #2185 **ORDINANCE #2185**

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH GOLTERMAN AND SABO ARCHITECTURAL PRODUCTS FOR PHASE TWO OF THE CITY OF WILDWOOD MUNICIPAL BUILDING ACOUSTICAL TREATMENT PROJECT

WHEREAS, the City of Wildwood has developed a new Municipal Building for which it wishes to reduce noise within certain areas with acoustical treatments; and

WHEREAS, Phase 1 of the Municipal Building Acoustical Treatment Project was completed in 2015; and

WHEREAS, Phase 2 of said project has been planned to occur in 2016, with funding allocated in the 2016 City Hall Fund Budget.

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 an agreement with Golterman and Sabo Architectural Products for Phase Two of the City of Wildwood Municipal Building Acoustical Treatment Project. The contract shall be substantially in the form attached hereto and incorporated herein.

Section 2.
The total expenses and liability of the City of Wildwood under the agreement shall not exceed $39,784.00.

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	JAMES R. BOWLIN, 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 _____ , 2016, by and between the City of Wildwood, Missouri (hereinafter called the "City") and Golterman & Sabo Architectural Products, with offices located at 3555 Scarlet Oak Blvd., St. Louis, MO 63122 (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 : 45

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 $39,784.00 (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 $250 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 acoustical wall and ceiling panels, as described on attached Exhibit A, including 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

EXHIBIT A

Acoustical Products: Section

Proposal Contract

ARCHITECTURAL PRODUCTS
Golterman & Sabo

City of Wildwood
Attn: Ryan Thomas
16860 Main Street
Wildwood, MO63040

Ph: 636-405-2041
Fax: 363-458-6969

Date: October 15, 2015
Project:
Location:

Bid Type:

Product: AP1.5 Wall & Ceiling Panels
Core: 1-1/2", Fiberglass
Finish: Standard Fabric, Guilford 2100
Qty & Sizes: West Area: 30- 4' x 4' Panels mounted direct to ceiling, 10 -4' x 4' panels mounted to walls

East Area: 43- 4' x 4' Panels mounted direct to ceiling, 16- 4' x 4' , 2- 2' x 4' panels mounted to walls

****N.R.C.:** .95 **Edges:** Square
Mounting: Snap-On Rotofast & Impaling Clips/Adhesive

Product: AP1 Wall Panel
Core: 1", Fiberglass
Finish: Guilford Anchorage
Qty & Sizes: Council Corridor- Panels running down both sides of corridor, mounted 6" above handrail to ceiling
Custom printed image panels on both sides of corridor

Lower Lobby/ Balcony Face – Panels for one wall in Lower Lobby 20' w x 10'h running floor to ceiling
Plus 36" h panels on face of balcony, all four sides

****N.R.C.:** .85 **Edges:** Square
Mounting: Impaling Clip, Adhesive

Total Price : $39,784.00 Material and Installation

Terms: Net Thirty Days
Freight: Allowed to Jobsite
Rubbish: Placed at one Jobsite Location, Removal by Others

Taxes: Not Included - Tax Exempt Certificate on File
Unloading: By GS

G&S Standard Insurance Limits and Coverage Applies. New wall, primed by others. G&S reserves the right to approve fabric prior to manufacturing. Price based on standard Guilford 2100 fabric unless otherwise noted. To select from manufactures full range of upgrade fabrics and colors please call for revised price. Please call for revised pricing if fabric has a pattern that must match panel to panel. Added cost will apply. **NRC test results based on our standard acoustically transparent fabric. Results may vary with other fabrics. Selection of White and Light colored fabrics may require a white scrim base covering. Added cost will apply.
Pricing valid thirty (30) days from date of Proposal.

By: _____
Dennis Voss dennisv@golterman.com

Accepted By: _____ **Date:** _____

2010, 2011 & 2013 ASA "Outstanding Specialty Subcontractor"
2013 ASA Safety Award

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.

6.9 DISPUTE RESOLUTION

6.9.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall mutually agree upon a mediator and agree upon such rules and procedures as they deem appropriate. In the event the parties cannot agree upon a mediator, or the rules and procedures, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the St. Louis Metropolitan area, unless another location is mutually agreed upon.

6.9.2 If mediation is not successful, the parties may by written mutual agreement (and not otherwise) submit such claim, dispute or other matter in controversy to binding arbitration. Any such arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date of the Contract. In the event arbitration is elected by the parties with respect to a claim, dispute or other matter in controversy, the award rendered by the arbitrator shall be final and specifically enforceable under the prevailing arbitration law in any court having jurisdiction thereof.

6.9.3 If the parties do not mutually agree to arbitration, then any claim, dispute or other matter in controversy arising out or related to the Contract shall be brought in the St. Louis County Circuit Court, State of Missouri. Each party hereby irrevocably submits to the exclusive jurisdiction of such court relating to any such claim, dispute or other matter in controversy.

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

the dispute resolution process set forth in Article VI, Section 6.9. 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.

Resolution #2016-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ENDORSING, AND THEREBY RATIFYING, THE MASTER PLAN 2016, AS THE AMENDED MASTER PLAN OF THE CITY OF WILDWOOD, MISSOURI. (Wards – All)

WHEREAS, the City of Wildwood, Missouri adopted its formal Master Plan on February 5, 1996, approximately six (6) months after its incorporation date on September 1, 1995; and

WHEREAS, after Planning and Zoning Commission adoption on February 5, 1996, the City Council received the Master Plan for consideration and ratification by ordinance, which occurred on February 26, 1996; and

WHEREAS, after this action, the City Council, the Planning and Zoning Commission, and City staff began the Master Plan's application in making decisions regarding a host of areas, including the environment, planning, urban services, transportation, and open space and recreation; and

WHEREAS, the original Master Plan was updated at its required ten (10) year interval in February 2006, after a lengthy and thorough process to ensure the document remained the focus of decision-making in this community by City officials, staff, and others; and

WHEREAS, with another ten (10) year timeframe passing since 2006, a group of volunteers was appointed by the Mayor in January 2015, and began working on updating this document, while seeking community input from all residents, property owners, and businesses, by holding a series of public input sessions and conducting two (2) internet surveys; and

WHEREAS, over the course of fourteen (14) months, this group of volunteers considered all aspects of the 2006 version of the plan and recommended a number of changes to reflect the input received from the community, changes in technology, and the successes and failures of its previous application over the last nineteen (19) years; and

WHEREAS, at the conclusion of this fourteen (14) month process, the Master Plan Advisory Committee voted 17 to 0 to recommend to the City's Planning and Zoning Commission the adoption of the Master Plan 2016 version; and

WHEREAS, the Planning and Zoning Commission on April 4, 2016 adopted the updated Master Plan 2016, by a vote of **10 to 0,** and all of its related exhibits, appendices, maps, materials, text, and attachments, included and referred to therein, and also specifically the Town Center Plan Phase II Report (dated March 1, 2010), which is on file with the City Clerk, including its Regulating Plan as amended, the Town Center Development Manual (dated October 22, 2012), and the Action Plan for Parks and Recreation Plan 2007 (September 20, 2007) – *collectively "Master Plan 2016;"* while also recommending the portion of the Master Plan 2016 document entitled "Conclusions and Conceptual Land Use Classifications," and accompanying Map and narrative section entitled "Conceptual Land Use Categories Map," be adopted by the City Council as the Comprehensive Zoning Plan of the City of Wildwood, Missouri, pursuant to Section 3.9(b) of the City Charter; and

WHEREAS, these actions of the Planning and Zoning Commission were undertaken through their statutory authority granted by the Revised Statutes of the State of Missouri, Section 89, et seq.; and

WHEREAS, the Master Plan 2016 is in keeping with the spirit of the 'Plan of Intent' of the City in that said document continues to recognize the community's unique physical characteristics and rural character and sets standards for their protection and preservation to the benefit of future

generations. Additionally, the Master Plan 2016 sets goals, objectives, and policies to continue the current successful efforts of the City in transportation improvements, community services, parks, trails, and recreation efforts, and business retention and growth, while providing the framework to encourage the evolution of its residents into a community by providing the necessary components to create an environment conducive to their health, safety, and general welfare.

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

Section One. The Master Plan 2016, as defined above, is hereby received, filed, and endorsed, along with being ratified, by the City Council of the City of Wildwood, Missouri as the revised Master Plan of the City of Wildwood, which shall replace and repeal all prior versions of the City's Master Plan.

Section Two. This Resolution, in the form of the City of Wildwood's City Council Resolution 2016-##, was adopted by a majority vote of the full membership of the City Council, after duly noticed and published public hearing, on the 11th day of April, 2016 and hereby is attested to by the signatures of the Mayor and Deputy City Clerk of this body.

Section Three. Hereafter, this Resolution shall be effective and in full force upon its passage and approval.

Passed and Approved on this 9th day of May 2016.

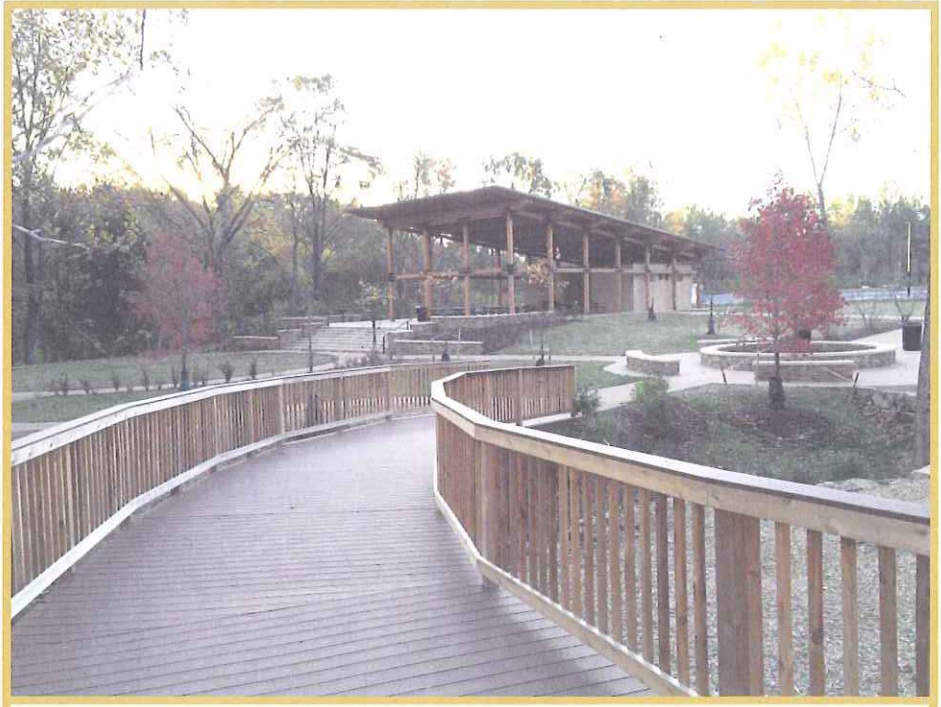
_____
The Honorable James R. Bowlin, MAYOR

ATTEST:

_____
Deputy City Clerk

CITY OF WILDWOOD

Master Plan



Wildwood Community Park

Original Master Plan approved: February 26, 1996
1st Revision: February 21, 2006
2nd Revision: April 4, 2016

WILDWOOD

Planning Tomorrow Today

Acknowledgments

The City of Wildwood began 2015 with a major effort in updating its Master Plan. It is a major effort, in that, this document, more so than in any other created and/or adopted by the City, guides the decision making process of Wildwood officials and staff in a range of areas. These areas include the environment, planning, community services, transportation, open space and recreation, and economic development. This Master Plan contains goals, objectives, and policies in each of these areas or elements. Accordingly, updating these important goals, objectives, and policies is essential for the City to maintain the values, character, and direction its original founders defined in 1995.

State Statute and the City's Charter mandate this ten (10) year update process for all of its long-range planning documents. This ten (10) year cycle began with the incorporation of the City in 1995, continued with the first of these updates in 2005 to 2006, and now 2015 to 2016. As a part of each update effort, the City's leaders sought public input and participation. Public participation came in many forms, but the consistent element has been the formation and use of a group of citizen volunteers that mange this process of updating the Master Plan. This year's process included a committee of twenty-three (23) residents, business owners, and others to oversee, address, and recommend changes, updates, and/or additions/deletions to the current Master Plan adopted by the Planning and Commission in 2006.

This committee began the update process in January 2015, conducted public input sessions in March and April (over two hundred (200) participants), reviewed all of the existing five (5) elements, created a new element (Economic Development), and held the necessary land use meetings, where over twenty (20) plus property owners presented requests for possible changes to their current land use designations. Collectively, this process took over one (1) year to complete and create the final document for consideration by the Planning and Zoning Commission and the City Council.

During the Master Plan update process, three (3) Citywide mailings were sent to all residents, information on the process was made available on the City's website (www.cityofwildwood.com), and all of its social media was integrated into this effort to promote and invite any interested party to comment, assist, and participate in all meetings. The committee of volunteers wanted to ensure that no interested party would be excluded from this process, or any component of it, could add input, comment, suggestion, and review. Therefore, via direction from the City Council and Planning and Zoning Commission, the committee worked to create an environment of participation in this process.

With the conclusion of the update process, the committee provided a document, which has been updated on this collective input of its participants. The Planning and Zoning Commission and City Council want to recognize the thoroughness of the committee's work and the process it employed to create this updated Master Plan 2016 and its related components. Additionally, the committee understood that changing conditions, not only here in Wildwood, but also across the St. Louis Region, State, and country, play a role in this update process. These changing conditions presented challenges and opportunities to the committee, but City officials are confident they have been addressed in an appropriate manner for the purposes of keeping Wildwood a great place to live, work, and play.

The individuals that formed this committee are listed on the next page.

Master Plan Advisory Committee Members

Timothy Woerther	Mayor
Fran Gragnani, Ward One	Planning & Zoning Commission
Kevin Liddy, Ward Two	Planning & Zoning Commission
Ron Peasley, Ward Three	Planning & Zoning Commission
Michael Lee, Ward Four	Planning & Zoning Commission
Alan Renner, Ward Five	Planning & Zoning Commission
R. Jon Bopp, Ward Six	Planning & Zoning Commission
Rick Archeski, Ward Seven	Planning & Zoning Commission
Michele Bauer, Ward Eight	Planning & Zoning Commission
David Geile, Ward One	Resident Member
Joe Frazzetta, Ward Two	Resident Member
Samuel Visintine, Ward Three	Resident Member
Gary Bohn, Ward Four	Resident Member
Harry LeMay, Ward Five	Resident Member
Jane Wright, Ward Six	Resident Member
Kristy Hull, Ward Seven	Resident Member
David Beattie, Ward Eight	Resident Member
Larry Feuerstein, At-Large	Resident Member
Dennis Welker, At-Large	Resident Member
Ed Kohn	Business/Development Entity
April Porter	Business/Development Entity
Debra Smith McCutchen, Ward Five	City Council Liaison
Greg Stine, Ward Seven	City Council Liaison

Along with these individuals, city staff members, specifically Kathy Arnett, Joe Vujnich, and Liz Weiss, were instrumental to this successful update process. Finally, providing needed and valuable input, was a group of service providers and utility companies that were asked to provide comments and other input on their service needs and changes that might have an impact, either positive or negative, on the City. To this group of participants, the City Council and Planning and Zoning Commission would like to extend its appreciation in this regard and acknowledge the integral and important role each played in this update process of the Master Plan.

Although the City of Wildwood is just twenty (20) years of age, much has happened in that period to further memorialize its commitment to "Planning Tomorrow Today." These happenings included the further development of refined plans to address a host of needs, priorities, and improvements to the community of Wildwood, which all originated from the desire to provide the best place in all of the country for its residents. These plans have led to wide community support for efforts and projects, none of which could have been accomplished without the work of many volunteers, like those individuals who spent the last year working on this update of the Master Plan. To them, the City and its residents owe a debt of gratitude and acknowledgement. Job well done.

Respectfully submitted,
CITY OF WILDWOOD, MISSOURI

The Honorable Timothy Woerther, Mayor

Table of Contents

Introduction 7
Synopsis of Planning History 11
A Brief History of Planning and Development Practices 15
Population Description..... 23
Environmental Element 26
- Goals 34
- Objectives 34
- Policies 35

Planning Element 40
- Goals 42
- Objectives 43
- Policies 44

Community Services Element 47
- Goals 51
- Objectives 52
- Policies 53

Transportation Element 56
- Goals 58
- Objectives 58
- Policies 59

Open Space and Recreation Element 66
- Goals 68
- Objectives 68
- Policies 69

Economic Development Element 72
Goals 75
Objectives 75
Policies 76
Conclusions and Conceptual Land Use Classifications 79
Conceptual Land Use Map 93
Policy Advisors 94

Appendices

Appendix I: Explanation of Conceptual Land Use Changes..... 96
Appendix II: Resident & Business Surveys..... 101
Appendix III: Parks and Recreation Action Plan (2007)..... 119
Appendix IV: Town Center Plan (2013)..... 145
Appendix V: 5-Year Capital Improvement Program..... 162
Appendix VI: Service Provider Comments..... 172
Appendix VII: Zoning and Access & Mobility Plan Maps..... 175

Introduction

The City of Wildwood was incorporated on September 1, 1995. This City occupies a 68 square-mile area in western St. Louis County that is generally bounded on the west by the Franklin County line; on the south by Interstate 44, the City of Eureka, and the Meramec River; and on the east and north by the Cities of Ellisville, Clarkson Valley, and Chesterfield, and the Missouri River. The major focal point of the City is its Town Center Area, which includes many of the City's commercial land uses, institutional uses, and unique architecture and streetscapes. An integral part of the Town Center Area is the intersection of State Route 109 and State Route 100, the center of its four (4) recognized quadrants: northeast, northwest, southwest, and southeast, which includes the Town Center Area. These quadrants extend from this intersection outward to the corresponding City boundaries.

The Purpose of the Master Plan

This Master Plan is part of a continuous, on-going process to implement the *Plan of Intent for Wildwood* by outlining policies that conserve, preserve, and protect the natural environment; assure the integrity of the greenbelt created by the four (4) regional public parks in the western part of the City; provide safe and functional roads and bridges, and establish a framework for residential, institutional, and commercial development that is consistent with community-based, long-range planning goals and prudent land utilization practices.

The Master Plan addresses issues of environmental protection, planning, transportation, community services, public space and recreation, and, now, economic development. These elements form the core of the Master Plan, which is applied in all circumstances by City officials, when decisions must be made, funds allocated, and actions taken in these specific regards. As the community's vision is implemented and new conditions arise, the Master Plan may be reviewed and, if necessary, modified to reflect the City of Wildwood's response to new circumstances. The City of Wildwood's land use decision-making process and other public actions shall include careful consideration of the extent to which proposed actions are consistent with the Master Plan's goals, objectives, and policies.

Public Participation Process

The need to engage residents, property owners, and businesses in the activities of the City is important and always an on-going goal and challenge for elected officials and staff. One (1) of the forums to obtain this input has been the City's three (3) Master Plan efforts; the first being its initial

adoption, the second, the 2006 update, and the third in 2016. In these instances, City staff, the Planning and Zoning Commission, and the City Council employed a number of different techniques to obtain participation in establishing the direction of Wildwood for the next decade. Without public participation, the Master Plan would suffer, as well as lack the community's support for it, particularly those components of the document that affect each household on a day-to-day basis.

To achieve participation, as part of the Master Plan 2016 Update Process, the City employed a number of different approaches to obtain the comments and input from stakeholders within and around the community. These options included two (2) series of public input sessions totaling three (3) different meetings within Wildwood, which were attended by over three hundred (300) residents. Additionally, a mailing was sent to each home in Wildwood seeking input regarding future land use considerations. Along with those efforts, the City utilized its website significantly to allow for review and comments of work products and the efforts of the Committee relating to the Master Plan 2016 Update Process.

The culmination of this approach was the design and implementation of two (2) internet surveys that were posted on the City's website for review and comment by any resident and then any local business. These surveys were prepared by an outside consultant to the City who focused a number of questions and requested responses on the level and appropriateness of services, allocations of funds, attentiveness to residents' needs, and improvements necessary for the next ten (10) years of the City. These surveys, and the collated results, are contained in an appendix of this Master Plan for review and on-going reference in the future.

~~As part of the Public Input Sessions for the Master Plan 2006 Update, many residents noted the need for better communication with the City. Numerous responses indicated that residents and others were not up-to-date on the issues facing the City and how decisions on these items were being made. The Master Plan 2006 Update Process has made it clear that more needs to be done to help residents, property owners, and businesses access information and participate in the City's decision-making processes, as well as understand their role in keeping the City of Wildwood a great place to live, work, and play.~~

Interpretation and Revisions

The Planning and Zoning Commission and the City Council of Wildwood, in accordance with State Statute and local Charter, shall make interpretations and revisions regarding the Master Plan's goals, objectives, and policies, as well as undertake their implementation.

Relationship of the Master Plan to Other City Planning Documents and Development Regulations

Given the comprehensiveness and applicability of the City's Master Plan to all aspects of Wildwood's governance, it sets the direction that all other plans and processes that exist in the City of Wildwood must follow. As part of the work program for updating the Master Plan, other major City planning initiatives and documents were utilized in this process, including the Town Center Plan, the Town Center Development Manual, the Parks and Recreation Plan, the Action Plan for Parks and Recreation 2007, and the Five Year Capital Improvement Program. These major planning initiatives that occurred in the City's last twenty (20) years were often in direct response to objectives and policies contained in the 1996 and 2006 versions of the Master Plan and reflected in their implementations.

Additionally, the 2016 Master Plan update process considered amendments to the Zoning Code, the Subdivision and Development Regulations, the Grading Code, Tree Preservation and Restoration Code, Historic Preservation and Restoration Code, and Model Telecommunications Code that had been adopted and applied, either for the entirety of the last twenty (20) years or a portion thereof. Along with legislative considerations, the City completed a 5-Year Annexation Plan for the St. Louis County Boundary Commission, which did not anticipate any modifications to Wildwood's boundaries in that period and none were completed relative to any nearby-unincorporated area of St. Louis County.

All of these data resources were included in this update process for the Master Plan to guarantee its timeliness and prepare it for the upcoming decade, which will offer new challenges and opportunities. As a leader in implementing new initiatives, the City of Wildwood must always be cognizant of the need to review and update these plans, codes, and other documents to meet new demands or changing conditions, which may arise from all types of sources, i.e. the courts, the State legislature, resident organizations, and others. "Planning Tomorrow Today" demands staying ahead of circumstances that affect the overall quality of life in this City and meeting them with ideas, not delays.

Synopsis of Planning History

History of Planning in Wildwood

1. From its earliest settlers to today's newest residents, the area of Wildwood has been admired and valued for its unique natural beauty and character.

2. The first major planning initiative in the area, which would become the City of Wildwood, began in 1938 with the reservation of regional public parks to form a greenbelt.

3. All St. Louis County planning documents, from the first *County Plan* in 1962 to the incorporation of the City of Wildwood, described the area as primarily rural in character.

4. St. Louis County's first comprehensive zoning ordinance in 1965 designated much of what is now the City of Wildwood as *NU* - Non Urban District.

5. *The 1973 Land Element* of *St. Louis County's General Plan* showed that only a small portion of the land in the City of Wildwood would be suitable for urbanization. This finding was affirmed in subsequent *St. Louis County Plan Updates* in 1985 and 1993.

6. St. Louis County's first stated policies for the urbanization of the Wildwood area date from the *St. Louis County Plan Update of 1985*. In that plan, most of what is now the City of Wildwood continued to be shown as rural, but its northeast quadrant was designated as the western edge of an urbanizing area centered on the intersection of Highway 40/Interstate 64 and Clarkson/Olive Street Road.

7. St. Louis County planning documents acknowledged the potential conflict between urbanization policies and the ecology of the City of Wildwood, where the vast majority of the land area is not suitable for traditional development densities. County planning documents enumerated the necessary safeguards that should be used, as urbanization in the northeast quadrant took place.

8. These environmental safeguards were not incorporated sufficiently into developments approved in the area of the region that would become the City of Wildwood, with the result being increased erosion and incidences of localized flooding within the area's watersheds. These same St. Louis County planning documents predicted these impacts.

9. Dissatisfaction with State and County roadway plans and the latter's continuing disregard for citizen concerns regarding new development led to the incorporation of Wildwood on September 1, 1995. The *Plan of Intent for Wildwood* included the following five (5) objectives, which are also the basis for this Master Plan:

   - Preservation and conservation of the natural environment.
   - Accountability to the people of the area.
   - Residential and commercial development consistent with long-range planning and prudent land utilization.
   - Protection of the greenbelt formed by Babler, Rockwoods Reservation and Range, and Greensfelder Parks.
   - The creation of a model community that serves its constituents but minimizes bureaucracy.

10. After the approval of the City's incorporation in 1995, the voters of Wildwood approved two (2) taxes – readoption of an existing Gross Receipts Tax on utility consumption and a new Capital Improvements Pooled Sales Tax for road, bridge, and other public improvement projects.

11. To increase the standing of local governance, the voters of the City of Wildwood approved a Charter in 1997. The Charter was particularly significant to the Master Plan, since it created the needed mechanism to elevate its land use component to the standing of law.

12. With the approval of the Master Plan by the Planning and Zoning Commission in 1996, and subsequent ratification by the City Council one (1) month later, the Town Center concept was created. The Town Center concept, based on the principles of 'New Urbanism,' led to a plan for an area of the City where higher density residential and commercial development would be encouraged, which was approved in final form in 1998. Some seven (7) years later, the Town Center Development Manual was adopted by the Planning and Zoning Commission defining specific standards and guidelines for this area.

13. In response to growing demand from residents, a Parks and Recreation Plan was adopted in 2001, which identified the existing and future need to acquire property in the City for future active recreational facilities and endorsed the concept of requiring new residential and commercial developments to accommodate dedications as part of any future project(s).

14. Based upon its 5-Year Annexation Plan, the City of Wildwood annexed a four hundred seventy-five (475) acre area of unincorporated St. Louis County in 2006, after successful votes in the annexation area and within the City. This area is bounded by the City of Ellisville to the north, City of Wildwood to the west, the community of Sherman to the south, and generally by St. Paul Road to the east.

15. After the adoption of the *Parks and Recreation Plan* in 2001, a subset process was established by the City Council. This led to the *Action Plan for Parks and Recreation 2007*, which set four (4) major goals, along with 57 recommendations, for immediate action. Each of these four (4) goals has

been implemented to some level, including the action to purchase a large parcel of ground for the City's Community Park.

16. After ten (10) years of application, the Town Center Plan began an update process in 2008, with the creation of a citizen volunteer committee, which led an eighteen (18) month process, culminating in a recommendation by these volunteers for major changes to the plan. The Planning and Zoning Commission adopted this recommendation and accompanying updated plan in March 2010. The two (2) major changes were a simplification of the plan and the decrease in workplace/commercial designated properties and a corresponding increase in residential land use designations.

17. The City Council received the updated Town Center Plan in March 2010 and spent the next two (2) years debating the merits of four (4) proposed land use designation changes to four (4) properties, two (2) of these sites constituting over one hundred thirty (130) acres of the overall eight hundred (800) acre boundary. In 2012, the majority of the updated plan was endorsed and ratified by the City Council, with the four (4) properties remaining undecided.

18. The City's Historic Preservation Commission spent all of 2014 and the majority of 2015 updating its enabling ordinance to improve its function. During the same period it completed the survey of 350 historic properties located in Wildwood, and developed the histories of the original eleven (11) historic communities that predated the City's incorporation and are now a part of it.

19. In 2015, the City began its second major update of its Master Plan, led again by a group of twenty-three (23) resident and business volunteers from the community. New focuses of the Master Plan that were identified by community input are economic development and developing internet-based telecommunication options for residences and businesses.

A Brief History of Planning and Development Policies and Practices in Wildwood

Historic Character of Wildwood

St. Louis County was formed in 1812, while the area was still part of the Louisiana Territory. Missouri became a State in 1821. The western portions of St. Louis County, then called the Meramec Township, later divided into the Meramec and Chesterfield Townships, remained rural in character until the late 1970's, when the first of new residential subdivisions were approved and began construction. The area that was to become Wildwood contained a few small villages organized along roads, many of which were trails that had been used by Shawnee, Delaware, Osage, and other Native American tribes and then adopted by the early settlers.

Of these early trails, three (3) retain a relative level of significance today. These three trails are now the following roads:

> Old State Road follows one of these early trails from the days before the Spanish and the French came to the area. It runs southward from Manchester Road, just west of Ellisville, "past the Ninian Hamilton Place, now the Catholic Orphan Protectorate [and today the LaSalle Institute], north of Eureka, Allenton, and Dozier's, to Mary and Mac's...a very early and rare house of entertainment near the site of the present

town of Pacific and near the St. Louis County Line." (William Muir, 1893, quoted in *History of St. Louis City and County*, 1919).

Manchester Road, in the middle of the City, was designed in 1835 as part of the main link between St. Louis and Jefferson City. It runs westward from Ellisville through Grover and Pond, then dips south to Fox Creek, and continues westward across the Franklin County line. In general, this road follows the ridge line that separates the area's drainage networks into the Meramec River to the south and the Missouri River to the north. From about 1926 through 1932, a portion of this road was designated Route 66, while the permanent right-of-way for it was still under construction. The Big Chief Hotel in Pond dates from the days when this stretch of highway was part of the main route westward from the City of St. Louis.

Wild Horse Creek Road, near Wildwood's northern boundary, runs westward from what was originally the small village of Chesterfield past Westland Acres, an early black community, through Orrville, and then south towards Melrose; an area planned as a resort, which failed and was sold at a Sheriff's sale in 1879.

Two (2) major railroad rights-of-way follow the City's northern and southern boundaries. The St. Louis Southwestern Railroad (adjacent to the Chicago Pacific-Rock Island Railroad) right-of-way runs along the northern edge of Wildwood, just south of Howell Island and Steamboat Island, past the historic town of Centaur, once the center of limestone and stave manufacturing. The Missouri Pacific Railroad follows the gradient of the Meramec River through the western part of the County, going through St. Paul, Glencoe, Eureka, Allenton and on to Pacific, just over the Franklin County Line.

Most of these old place names are still used today, and many of the surviving historic buildings still exist in these early settlements.

First Initiatives to Protect Wildwood's Environment

The first major planning initiative in what is now the City of Wildwood, other than the building of roads and railroads and the platting of small towns, was the creation of the permanent park reservations. Rockwoods Reservation, originally part of an 1800 Spanish land grant to Ninian Hamilton, was purchased by the State of Missouri in 1938 from the bankrupt Cobb-Wright-Case Mining Company. The Reservation is currently managed by the Missouri Department of Conservation. The Dr. Edmund A. Babler Memorial State Park was dedicated on October 1, 1939. It was financed, developed, and donated to the State of Missouri by a private non-profit trust established by Jacob Babler in memory of his brother. The trust continues to manage the park. The Greensfelder family gave 1700 acres to St. Louis County to establish Greensfelder Park in 1963.

In 1946, St. Louis County adopted its first zoning ordinance, although accompanying maps were not prepared until 1955. Property was not zoned based upon its particular use at that time, but was either designated "A" small farm or "B" one-acre residential in this area.

Guide for Growth-The Land Use Plan, the first official County General Plan, was published in 1962. The plan showed two districts in the western part of St. Louis County, with District 11 essentially north of Manchester Road and District 12 to the south. In District 11, the area immediately around Chesterfield, was seen as appropriate for development; the rest of the district was designated an open-space reserve. In District 12, the area between Eureka and Allenton was designated for

urbanization, while the policy for the remaining part stated development should be discouraged in flood plains or areas of rugged topography.

St. Louis County's 1965 publication *The Challenge of Growth - A Study of Major County and Regional Park Needs* suggested extending the Rockwoods Reservation and Range, Babler, and Greensfelder Park properties to create a greenbelt that would link the Meramec and Missouri Rivers. In addition, the study suggested the greenbelt could be extended to Steamboat Island, Howell Island, and ultimately toward the northwest to the Busch Wildlife Preserve in St. Charles County. This concept has drawn strong support from ecologists, preservationists, and area residents but has never been actively implemented, except for the 34.4 acres St. Louis County added to Greensfelder Park between 1971 and 1980.

Historical Zoning Initiatives and Planning Policies to Protect Wildwood's Environment

In 1965, a new comprehensive zoning ordinance, reflecting for the first time land use designations based upon a planning document, was adopted by St. Louis County. In this 1965 report, much of what is now the City of Wildwood was zoned *NU* Non-Urban District; a new classification originally meant to be a conservation zone. St. Louis County planning officials suggested the NU District designation permit only one (1) residence for every twenty (20) acres, but the final version, which was approved, permitted one (1) residence for every three (3) acres. As a result, the NU District turned out not to be a conservation zone, but, in effect, a low-density residential development zone.

As growth pressures from the westward movement of development from the inner-ring communities of St. Louis County intensified, the *Land Element of the 1973 St. Louis County General Plan* was devised to create land suitability classifications based on soil type, topography, forest cover, hydrology, and geology. After subtracting out land that had already been urbanized or protected by park or other institutional controls, the 1973 Plan set the following categories of property in order of suitability for development:

Prime, Secondary, Marginal, Restrictive, Protection, and *Production* (vacant class 1 agricultural land located in flood plains). Only land in two (2) of the six (6) categories (*Prime and Secondary*) was considered suitable for urban or suburban type development densities. It further suggested that land in the *Secondary* category should generally be reserved for agricultural uses only. In addition, only a small proportion of the area that was to become the City of Wildwood was shown in the 1973 map as having *Prime and Secondary* land; these areas occurring mostly in the hilly uplands of the northeastern quadrant of the City or immediately adjacent to Manchester Road in the unincorporated communities of Grover and Pond. As the categories were derived from the ecosystem, the boundaries of the categories followed the natural systems and did not conform to the lot lines of individual pieces of property. Although the 1973 Plan was published and distributed to the public, these maps were never officially adopted by St. Louis County, but their existence shows that planning officials were very much aware that a high proportion of the land in the Wildwood area was not suitable for development at traditional urban densities.

The *1985 St. Louis County General Plan Update* intensified this theme of growth by stating that land within the County was becoming an increasingly scarce resource.

> *"This presents a particular problem in areas where environmentally sensitive land is now being considered for urban uses. Although factors such as flood plains and steep slopes do not completely rule out urban uses in these areas, they do require special considerations and*

construction techniques." (*1985 General Plan Update*, Pg. 19, Italics added)

Urbanization Policies of St. Louis County within the Wildwood Area

St. Louis County's *1985 General Plan Update* was the first official planning document that showed substantial development anticipated for the area now known as the City of Wildwood. The southern and western areas of the City were shown as *Rural*, while an area slightly larger than the existing parkland was shown as *Preservation*. However, the northeast quadrant of the City of Wildwood was shown as *Urbanizing*. *Urbanizing* was defined by this plan as having a minimum population density of one thousand (1,000) persons per square mile.

An area around the intersection of State Routes 100 and 109 was also identified at this time as a future *activity center* - an *activity center* being defined in the 1985 Plan Update as having a scale of employment or daily trip attractions comparable to a regional shopping center (over 500,000 square feet in size). However, the principal activity center shown in this plan for the western part of St. Louis County is now the location of Chesterfield Mall and its surrounding office buildings, hotels, and high density housing. The activity center in Wildwood was shown as a satellite to this much larger counterpart. Urbanized development west of Chesterfield, according to the 1985 County Plan, was to stop within the northeast quadrant of what is now known as Wildwood, thereby forming the western edge of a larger urbanized region centered on the intersection of Highway 40/61 and Clarkson/Olive Street Road.

This change in St Louis County planning policies reflected changes already happening on the ground. Interstate 44 was connected to State Route 109 in 1971, thereby making the Wildwood area far more accessible from St. Louis and the eastern part of the County. Development was also moving westward from the area of Chesterfield with its direct access to Interstate 64/40 and the City of Ellisville on the State Route 100 corridor.

In 1977 alone, according to information assembled by the City of Wildwood, St. Louis County approved 1,521 suburban lots (one acre and denser lots), as distinguished from non-urban (three acre minimum lot) subdivisions, in Wildwood. Traditional suburban lots totaled 373 lots in 1978, 679 lots in 1979, and 159 lots in 1980. In 1981, 1982, and 1983, however, no suburban subdivisions were approved.

County policy makers expressed concern in their 1985 plan document that the boom development conditions which had prevailed in St. Louis County since World War II were coming to an end. The population growth in St. Louis County had leveled off and was now taking place elsewhere in the St. Louis Metropolitan Area, notably St. Charles and Jefferson Counties. St. Louis County's share of new housing construction in the metropolitan area had dropped from sixty percent (60%) in 1970 to twenty-nine percent (29%) in 1980. The reason for concern over these statistics is made clear in the *1985 Plan Update*:

> "A 1983 study of revenue and services revealed that while the unincorporated areas generated 37 percent of County Government revenues, they received slightly more than 27 percent of the service expenditures." (*1985 General Plan Update*, Pg. 15)

Revenue from new development taking place in unincorporated areas helped finance the delivery of services in older parts of St. Louis County. The County brought its regional share of new housing construction up to thirty-five percent (35%) in the mid 1980s. After the three-year lull in the

Wildwood area, the County approved 664 new suburban lots in 1984 and 710 lots in 1985.

Impact of County Urbanization Policies in Area of Wildwood

One set of special environmental considerations outlined in the *1985 General Plan Update* was the list of 10 planning principles for stormwater drainage that should be followed in the design and construction of new development described in detail in the next chapter of this Master Plan.

While these provisions are meant to apply to all of St. Louis County and do not take into account all of the special environmental conditions prevailing in the Wildwood area, an analysis completed in the preparation of this Master Plan indicates that, had the St. Louis County Planning Commission and County Council required the kinds of precautions outlined in their own planning document, much of the serious, irreversible environmental damage in the City of Wildwood that is described in the next chapter of this Master Plan could have been avoided. Instead, the St. Louis County Government continued to approve developments in the area of Wildwood that were re-graded and designed in ways that have proven inappropriate to the steep terrain and soils sensitive to erosion.

From 1965, when St. Louis County first adopted its current zoning categories, to September 1, 1995, it approved subdivisions totaling 5,565 residential lots in the City's northeast quadrant alone, and a total of 11,437 lots in residential subdivisions in the whole community. Of these lots, 4,878 were in urban residential subdivisions approved after 1985. From 1989 to September 1, 1995, the County issued 3,778 building permits in the City of Wildwood.

Following a surge in new development in the western reaches of the County, the connection of an improved State Route 100 to State Route 109 was completed in 1989. Subsequently, an improved State Highway 40 was connected to Clarkson Road in 1992 and the widening of Clarkson Road to Manchester Road was completed in 1994. These road improvements coincided with the increased pace in new development.

The 1993 St. Louis County Plan Update repeated the general statement that development in areas of flood plains and steep slopes required special considerations and construction techniques; it did not repeat the more detailed statements about stormwater drainage and other issues from the previous 1985 Plan. However, the 1993 Plan Update did include a map showing all of the area of what is now Wildwood as having different categories of environmentally sensitive land. (*The 1993 St. Louis County Plan Update,* Pg. 24)

The St. Louis County Department of Planning prepared two detailed Community Area Studies for districts within the area that became Wildwood: The Pond-Grover Study, published in December 1990, and the Wild Horse Valley Study, published in June 1993. These studies cover the areas within the City of Wildwood identified as urbanizing in the 1985 Plan Update. The process of producing these documents involved numerous meetings with residents of these areas to gain their input, although the St. Louis County Planning Commission and Council were given the authority for making the final decisions regarding land use policies as they applied to individual petitions for rezoning. These two studies went beyond the level of traditional master plan research and principles to suggest land use policies for individual subareas within each plan area.

By September 1995, a high proportion of the development anticipated in the 1985 General Plan Update had already been approved, including a large commercial site in the eastern end of the proposed Town Center Area. The pace of development was extraordinarily rapid. As will be

discussed in more detail later in this document, the population of the City of Wildwood virtually doubled between the 1990 and 2000 census.

The Incorporation of Wildwood

Wildwood was officially incorporated on September 1, 1995. The incorporation was the culmination of a large grassroots effort on the part of residents and a four (4) year legal battle to stop plans for a north-south, multiple-lane divided highway along a corridor that paralleled the existing State Route 109. The groups included the Babler/Rockwoods Preservation Association, the West Chesterfield Citizens for Responsible Development, the South Wild Horse Creek Homeowners Association, the Northwest Jefferson County Association, and the Wild Horse Creek Valley Association. The Wild Horse Valley and Pond-Grover Community Area Studies undertaken by St. Louis County were also a catalyst for incorporation as they provided a forum for discussing planning issues. Much of the continued support for incorporation came from the general dissatisfaction with fragmentary urbanization and degradation of the natural environment as a consequence of the way that the St. Louis County Government had been administering the rapid development of the Wildwood area.

The Plan of Intent for Wildwood was filed on December 18, 1992 with the St. Louis County Boundary Commission. The *Plan of Intent for Wildwood* listed five essential reasons for incorporation:

1. Preservation and conservation of the natural environment;
2. Accountability to the people of the area;
3. Residential and commercial development consistent with long-range planning and prudent land utilization;
4. Protection of the greenbelt formed by Babler, Rockwood and Greensfelder parks;
5. The creation of a model community that serves its constituents but minimizes bureaucracy.

The St. Louis County Boundary Commission voted 6 to 2 in 1993 not to place the issue of Wildwood's incorporation on the ballot. However, in May of 1994, the Missouri Supreme Court declared the Boundary Commission statute unconstitutional, thereby negating their previous actions. During the following summer, attempts to get the St. Louis County Council to put Wildwood's incorporation to a vote in the community were unsuccessful. However, by the beginning November 1994, Circuit Court Judge Kenneth Romines had ordered the issue of Wildwood's incorporation placed on the February 7, 1995 ballot.

On February 7, 1995, sixty-one percent (61%) of the registered voters of Wildwood voted yes to form the new City. On June 29, 1995, the St. Louis County Council dropped its efforts to continue opposing the issue of the incorporation in the courts. Under Missouri State statutes, the St. Louis County Council had the authority to appoint the City's first Council to act as its interim government until the April 1996 municipal election.

Population Description

At the time of the City's incorporation, information was provided from several competent resources estimating its population. Due to the City's size (it encompassed all or a portion of seven (7) postal zip codes and numerous census blocks and tracts), making an accurate population count was difficult to complete. Based upon the 1990 census tract information, and best available records from building permits issued by St. Louis County, the population at the time of the City's incorporation

was estimated at 24,000 residents. This area was in the middle of a housing boom that would continue unabated for several years after the incorporation.

Upon the City's incorporation, it gained a multitude of lots that had been recently approved by St. Louis County. The estimate completed at that time reflected approximately 2,650 vacant lots. Through 1998, the number of building permits issued each year maintained a steady pace. That year also reflected the first accurate population estimate provided by the U.S. Bureau of the Census. Following a population estimate of 18,123 being provided by the U.S. Bureau of the Census, the City challenged this figure based upon building permit information and was successful in convincing the federal government to revise their numbers. Their estimation, in support of City records, established Wildwood's population at 30,967 as of July 1, 1998 (accurate population information is critical to the City, given sales tax distribution is based on such).

Between July 1, 1998 and April 1, 2000, estimates of the City's population were again based upon the number of building permits issued. Department of Planning staff estimated the City's population at the time of the decennial census in 2000 to be approximately 32,700. This estimate was verified by the census, which revealed the 2000 population of the City to be 32,884. In 2010, however, growth in population slowed substantially, as reflected on the official census count that was provided by the federal government to the City. This ten (10) year period included the Great Recession, which virtually stopped all new residential projects abruptly. Despite the recession, the City of Wildwood was one (1) of a handful that did have an increase in population growth from 2000 to 2010, which was 2,186 people. Therefore, the U.S. Census Bureau estimated the population of the City of Wildwood in 2010 as 35,661.

This U.S. Census Bureau figure has been the baseline for subsequent projections in each year following 2010. These estimates use the census' calculation of 2.95 people per household (reduced from 2000, when the figure was 3.02 people per household) and are as follows:

Year	# of New Households Authorized	Estimated Population at Years' End
2010	49	35,661
2011	38	35,773
2012	38	35,885
2013	63	36,070
2014	60	36,247
2015	52	36,400

The growth in the area has slowed based upon a number of factors, including the City of Wildwood's land use policies, the aforementioned Great Recession, and banking trends. The area's population doubled in just ten (10) years, from 1990 to 2000, while over the next ten (10) years, grew a total of ten (10) percent, a one (1) percent growth each year. Not surprisingly, the number of vacant lots

available for new homes decreased since the incorporation of the City. However, more recently, in the last two (2) years (2014-2015), residential activity has accelerated, with the potential of over six hundred (600) new homesites being considered by the City. This number of new homesites does not take into account new multiple family units that are now also being considered in Wildwood's Town Center Area, which could increase the number of new households in the City by four hundred (400) units. ~~This estimate, as of December 2005, identifies 1,682 parcels as vacant, approximately one thousand (1,000) less than at the time of incorporation. Additionally, a significant area was annexed into the City on January 1, 2006 including about 75 residences. This area increased the City's population by approximately 226 people.~~

To calculate future population projections, the Department of Planning has considered a number of factors, including the amount of available land, the City's land use policies, and the number of new lots approved each year, to determine a conservative annual growth rate estimate of one-half of one percent (1/2%). Additionally, a large number of new residential homesites are proposed at this time (Early 2016), so a second projected population, utilizing a growth rate estimate of one percent (1%) has also been calculated, to consider a population including this anticipated growth. Eventually growth rates in the City may slow further, if land use policies remain unchanged. Currently, the projections for the next five (5) years are:

Year	Projected Population (Conservative)	Projected Population (With Anticipated Growth)
2016	36,582	36,582
2017	36,765	36,948
2018	36,949	37,317
2019	37,134	37,690
2020	37,320	38,067

The population projections provided in the above table indicate the City of Wildwood will continue its managed growth and will approach a total of almost forty thousand (40,000) residents near 2025, which, under the City's Charter, will require the establishment of a ninth ward, with two (2) additional ward representatives added to the current City Council. At that time, the City Council would be a total of eighteen (18) City Council members.

Environmental Element

Preservation and conservation of the natural environment is the first of the five (5) policies highlighted in the Plan of Intent as the reason for the incorporation of Wildwood.

The Ecology of Wildwood

The long steep hillsides, narrow convex summits, erodible soil surfaces, slowly permeable and restrictive subsoil layers, existing young and mature woodlands with abundant native

vegetation, and numerous creek beds of the City form an ecology substantially different from the more gentle and rolling topography and permeable soils of other nearby areas of the County. Compounding these sensitive physical attributes of the land, the St. Louis Metropolitan Area receives a substantial amount of its rainfall in the form of high-intensity thunderstorms, with large amounts of rain within a relatively short period of time. These kind of rainfall events lead to serious erosion problems given the aforementioned terrain and soils found in the City of Wildwood. Vigilance is needed in all aspects of the land use decision-making process to protect Wildwood's environment.

The Need for Watershed Management Practices in the City of Wildwood

Areas of the City that are still in their natural state do not suffer significant erosion even after unusually heavy and sudden rainstorms. The ecosystem, although fragile, has reached a state of equilibrium and protects itself. Downstream from more dense residential and commercial developments in other areas of the City, the landscape tells a different story: hundreds of tons of soil and rock have shifted, streams and hillsides have eroded severely, and the damage continues, despite the efforts of the City to curtail it.

There are two (2) very dramatic examples of these differences in the City: Wild Horse Creek and Caulks Creek. Wild Horse Creek currently exists in a state of natural equilibrium as a properly functioning streambed. Caulks Creek has sustained severe damage from stormwater runoff and is an unhealthy streambed due to this degradation. The first of these two (2) watersheds to be discussed is Wild Horse Creek.

The upper reaches of Wild Horse Creek Watershed, whose source-area remains largely forested, is an example of a properly functioning forest stream ecosystem. Even after the relatively long dry spell from the end of the summer of 2005 through the fall, this stream had flowing water. Banks were stable, the streambed was a mixture of rounded gravels and sands - indicating they had remained in place long enough to be smoothed by the action of the water - and the width-to-depth ratio was small. After a rain, the upper Wild Horse Creek ecosystem retains much of the water, thereby allowing it to filter slowly and gradually to the stream while maintaining an even, continuous flow.

In direct contrast, the second watershed to be discussed is Caulks Creek. Within Caulks Creek from Clayton and Prospector Ridge Roads to Kehrs' Mill Road, this stream has seriously deteriorated from its natural state. It has an extremely wide channel-to-depth ratio. Active erosion is taking place along all of its banks. The bottom of the streambed has an enormous load of angular chert fragments that exceed fifteen (15) feet in depth. When rain falls in the badly damaged Caulks Creek ecosystem, stormwater turns into a series of concentrated, high-energy flows, moving great quantities of soil into the creek and then pouring quickly down its bed, causing rapid, violent erosion as it goes. In many places, roads and bridges are being undermined. Underground power cables and sewer lines have also been exposed by erosion.

The Caulks Creek Watershed has had extensive clearing of vegetation and topsoil due to the re-grading practices of the many subdivisions previously constructed in its drainage area. This previous pattern of development practices have been curtailed in Wildwood, but damage persists from them due to the inadequate standards that were in place when many of these projects were constructed. In direct contrast, the Wild Horse Creek Watershed, which has not sustained the same level and type of development as the Caulks Creek Watershed, remains a properly functioning streambed.

After the adoption of the Master Plan, the City Council continued to prioritize the need to address the Caulks Creek situation. For a period of approximately seven (7) years, a scientific study was funded by the City to better understand how to arrest the on-going erosion problem. This study, yet completed, indicates the need to retrofit older detention/retention facilities upstream to hold the stormwater runoff in place for longer periods of time and capture smaller storm events as well. Until these retrofits are completed, on-going degradation of the Caulks Creek will continue, despite the City limiting the density of development on remaining infill properties located in this watershed.

~~As witness to the on-going need to be diligent in addressing the City's top priority relating to the environment, a recent problem experienced in a new development within the Caulks Creek Watershed provides an excellent example. With the development of the former Cherry Hills Golf Course site, the City, the Missouri Department of Natural Resources, and the Metropolitan St. Louis Sewer District imposed all of the required regulations onto this residential subdivision. The goal was to manage stormwater from this site in a manner that would limit on site and downstream impacts. With a large sized site like this property, the need was clear to control runoff to protect the environment.~~

-

~~Since the initial grading began on this property, problems have been experienced both on the site and downstream. These problems, based upon weather, poor application of siltation control techniques, and ineffective standards, have created unwanted and negative impacts in the watershed. Therefore, the Master Plan 2006 Update recognizes the on-going need to maintain vigilance in protecting the environment of Wildwood through thoughtful regulations and improved land use policies.~~

The Treatment of Sewage Effluent in This Environmentally Sensitive Area

Developments in the Non-Urban Residence District zoned areas of the City, where the lot sizes are three acres or larger, have far fewer erosion problems, particularly where the access road and building sites are confined to the ridge lines. However, despite this fact, Non-Urban Residence District zoned properties and other development outside Metropolitan St. Louis Sewer District boundaries raise another serious environmental problem regarding sewage treatment.

> The soils in much of the City are unsuitable for individual septic systems, and lots in urban residential zones [R-1 District (43,560 square foot lots) to R-6A District (4,500 square foot lots)] are, in any case, too small for these systems. While a percolation test has been required, it is not clear these tests have been administered correctly, as their results can vary significantly depending upon the saturation of the soil and where on the property the test was made. Improper placement in the landscape, lack of required inspections, and sporadic maintenance of individual septic systems can adversely affect the quality of both the aquifer and the streams in the western part of the City. Newer State legislation allows for a soil morphology test to substitute for the previous percolation analysis, which would appear to be a better means to ascertain the suitability of locations on properties for wastewater treatment, given the soils conditions in the City of Wildwood.

The alternative to individual septic systems the City has employed in these unserved areas are small sewage treatment plants. These "package plants" can serve an entire residential subdivision. Several residential subdivisions in the City of Wildwood already have package plants. Package plants are also necessary for commercial development outside the Metropolitan St. Louis Sewer District boundaries. Package plants are required to be periodically inspected (monthly) by the Department of Natural

Resources (DNR). Therefore, the maintenance of the plant and evaluation of the effluent are more regulated than individual systems.

Although package plants are a better alternative than individual septic systems, they are not an effective substitute for a regional public sewer system. Their maintenance is variable and, at best, usually provides only secondary treatment, meaning the effluent can still pollute the local aquifer or stream where they are located. However, with certain permitting requirements by the State, the potential for discovering and correcting a plant that is not functioning well is greater than an individual septic system on a privately-owned property.

It is also important to note that many property owners west of State Route 109, and some to the east, are on well water. If an improperly functioning septic system exists on the property with a well, the potential exists for contamination. This contamination can also extend to other well sites downstream. One (1) alternative to protect the public's health and safety is to promote the extension of public water lines.

Given the Metropolitan St. Louis Sewer District's limitations, and the constraints of individual septic systems and package plants in this environment, there are difficulties in approving suburban densities for residential development or major commercial uses outside the Metropolitan St. Louis Sewer District's boundaries for the foreseeable future.

Application of Wildwood Codes and Policies (1995-2015)

On the first day of Wildwood's incorporation, and over the next seven (7) months, its City Council worked to create two (2) new codes and modify others to address the problems noted above relating to grading and tree removal in the City's nine (9) different watersheds. These two (2) new codes, the Grading and Excavation Code and Tree Preservation and Restoration Code, and the revised Zoning Code and Subdivision and Development Regulations were intended to stop the past practices of mass grading, tree removal, and poor land use decisions that led to increased stormwater runoff, erosion, and siltation of the natural drainage areas of the City. Each of these codes, whether new or revised, took into account the problems facing the City and focused on identifying steps to lessen grading on development sites, preserve more trees, reduce densities in sensitive environmental areas, and promote higher stormwater management standards.

Additionally, along with these actions, the City also took the bold step of creating a one-of-a-kind regulation called the Natural Resource Protection Standards. These standards were developed by Dr. David Hammer, a Professor of Soil Science at the University of Missouri-Columbia, to assist in understanding the relationship between the soil and the climate of Wildwood. Utilizing five (5) different variables of the soil, areas of development and non-development were to be determined on a site-specific basis. All of this work was to be completed on the property by a qualified Professional Soil Scientist. The City has been applying these standards for over nine (9) years and saved hundreds and hundreds of environmentally sensitive acres of land from disturbance.

The City also took into account that density is a major determinant on the extent of impact on the environment. In creating the three (3) residential land use categories for the City, the community noted that only one (1) should accommodate higher densities: the Town Center. The other two (2) categories, the Sub-Urban and Non-Urban Residential Areas, would have densities ranging from one (1) unit per every three (3) acres to no more than one (1) ~~two (2)~~ unit per acre. It was hoped these limited densities would further lessen impacts in the City's watersheds. Although partially successful,

the City discovered in its review of development data, as part of the 2006 update of the Master Plan, that Sub-Urban Residential Area density was still too substantial. As part of this revised Master Plan, the Advisory Group changed it, which led to the establishment of the aforementioned one (1) unit per acre density. This step was intended to provide further protections to Wildwood's unique and fragile environment.

ENVIRONMENTAL GOALS

1. Wildwood's unique environment is one of its greatest assets and needs to be preserved and protected. (2006)

2. Wildwood's topography and soils, part of nine different watersheds, make it unusually vulnerable to erosion, siltation, and flooding caused by storm events, which necessitates regulations to safeguard it. (2006)

3. Wildwood should promote, through its regulations and day-to-day activities, the prudent use of its natural resources looking to the needs of the community. (2006; Modified in 2016)

4. Connections to public sanitary sewer systems should be a priority of the City of Wildwood, whether for new development, redevelopment, or any other land use activities, to advance improved public health and environmental benefits of such service. (2016)

5. Environmental legacy sites, whether identified or discovered at some later date, should only be considered for future use, after health risks to users have been eliminated. (2016)

ENVIRONMENTAL OBJECTIVES

1. The environmental damage resulting from future development should be controlled to the greatest extent possible. (1996; Modified in 2016)

2. The wastewater effluent from systems, both individual and community, not managed by the Metropolitan St. Louis Sewer District, should be prevented from polluting streams and aquifers in the City.
3. The natural systems of the environment, particularly its soil layers and tree and vegetative covers, should be utilized to retain and absorb stormwater runoff.

4. The primacy of the watershed as a planning unit should be acknowledged in this community and a coordinated approach for stormwater and wastewater management should be fostered between the Metropolitan St. Louis Sewer District and neighboring municipalities in each of them.

ENVIRONMENTAL POLICIES

1. Adopt and apply all applicable standards and regulations [Phase II Stormwater Rule and Municipal Separate Storm Sewer Systems (MS4)] for the management of stormwater within the City of Wildwood, as promulgated by those responsible federal, state, or local jurisdictions (Metropolitan St. Louis Sewer District), with such being consistent with the Master Plan's goals,

objectives, and policies for protecting public and private properties from damage. (1996; Modified in 2016)

2. Recognize that terrain in the City of Wildwood varies from relatively flat land, with soils suitable for development, to landforms and soils highly unsuitable for development. These variations in terrain generally do not correspond to property boundaries and, while more environmentally sensitive land is located in the western and southern quadrants of the City, they exist throughout the community.

3. Require that natural drainageways remain undisturbed and the system of existing detention/retention basins and associated improvements within the boundaries of the Metropolitan St. Louis Sewer District (MSD) be accepted by MSD for their maintenance and eventually upgraded to reduce current deficiencies in terms of design and function, when funding resources are available.

4. Require that areas of steep slopes and highly erodible soils remain in their natural undisturbed state.

5. Continue to employ the current procedure that is part of the City's development regulations for mapping the landforms and soil conditions on individual pieces of property and then evaluating their suitability for development.

6. Maintain the current flexible procedure within the development regulations that allows an owner of a property to better utilize a site's natural characteristics through the application of innovative design and construction practices and the clustering of units, while offering community amenities and useable open space. The application of this procedure should be consistent with the environmental parameters of the site.

7. Require all developments to submit a site plan that includes the delineation of the property's natural drainageways and the location of all proposed retention and detention basins necessary to meet new stormwater standards to minimize runoff and control its downstream impacts.

8. Develop appropriate grading and soil reconstruction techniques to minimize site disturbance by the promulgation of new regulations that better reflect a greater level of stewardship and respect for the land.

9. Maintain and improve current grading and tree preservation ordinances that require the retention of natural vegetation and topsoil and an approved site plan or preliminary plat before land disturbance or grading can commence on a property. Coordinate regulations promulgated by State and federal agencies to better implement these laws and ensure compliance by the City and developers to such requirements and practices. (Modified 2006)

10. Stabilize Caulks Creek, either through remediation measures, or its rehabilitation to a more stable ecosystem by damming the creek at intervals and creating ponds and wetlands or other equally environmentally sound methods, on its periphery to reduce the volume and velocity of runoff entering the waterway. Avenues of federal, state, and local funding should be explored to assist the City of Wildwood in this project.

11. Require the installation of individual household wastewater treatment systems to meet environmental standards based upon the area's physical characteristics as defined by soil scientists and adopted by the City of Wildwood, as a means to protect the public's health, safety, and welfare.

12. Inspect individual septic systems periodically to ensure their operations meet minimum health standards and through a program of mandatory inspections upon any re-occupancy or sale of a single-family residence.

13. Establish an effective inspection system for package wastewater treatment plants. (1996; Modified in 2016)

14. Require the treatment of wastewater effluent from individual systems or packaged plants to meet current governmental standards, when changes are considered, adopted, and implemented via the City's applicable codes and regulations. (1996; Modified in 2016)

15. Where feasible, extend public potable water to all areas of the City currently without this service to reduce future health and safety problems relating to wastewater effluent from non-public systems, while providing fire hydrants for public safety purposes. (1996; Modified in 2016)

16. Enact new legislation that creates incentives for the recycling of surplus construction materials from commercial, residential, and institutional development projects, while expanding bulk pick-up services within all residential neighborhoods located in the City. (2006)

17. Complete the extension of the public sanitary sewer, public potable water, and stormwater management systems to the Town Center Area, particularly into the Pond Historic District, including the development of any studies necessary for support of these utilities extensions. (2006; Modified in 2016)

18. Protect groundwater resources, and the aquifer, which is its source, from contamination, waste, or overuse through the consistent application of federal, state and city laws, regulations, and standards that preserve the soil and vegetation layers, while ensuring new development does not exceed the carrying capacity of the land. (2016)

Environmental Element Cross-References

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Obj. 1	X	X	X	X	X
Obj. 2	X		X	X	
Obj. 3	X	X	X		

Obj. 4	X	X		X	
Pol. 1	X	X	X	X	
Pol. 2	X	X	X		
Pol. 3	X	X	X		
Pol. 4	X	X	X		
Pol. 5	X	X	X		
Pol. 6	X		X		
Pol. 7	X	X	X		
Pol. 8	X		X		
Pol. 9	X		X		
Pol. 10	X	X			
Pol. 11	X		X		
Pol. 12	X		X		
Pol. 13	X		X		
Pol. 14	X		X		
Pol. 15	X		X		
Pol. 16	X		X		
Pol. 17	X			X	
Pol. 18	X		X		X

Planning Element

Three (3) of the five (5) objectives noted in the Wildwood's *Plan of Intent* were specific to land use policy:

Residential and commercial development consistent with long-range planning and prudent land utilization;

Protection of the greenbelt formed by Babler, Rockwood Reservation and Range, and Greensfelder Parks; and

Preservation and conservation of the natural environment.

Protection of the natural environment was one (1) of the five (5) objectives outlined in the *Plan of Intent* and has already been discussed in the Environmental Element of this Master Plan.

Benefit (and Need) of the Non-Urban Residence District to the Larger St. Louis Metropolitan Area

The Non-Urban Residence District zoned land in the City serves an important regional function by preserving open space in some of the most complex ecology of the region and enhancing, by contrast, the character of more densely settled areas of the community and surrounding municipalities. By promoting a diverse character of development in St. Louis County, the rural areas of the City of Wildwood permit other parts of the region to "borrow" open space that has been preserved through its planning policies.

Major Initiatives in the City of Wildwood (1995-2015)

Over the last twenty (20) ~~ten (10)~~ years, the City has engaged in a number of major planning initiatives to achieve the adopted objectives and policies of the Master Plan. The efforts can be summarized as follows:

1. Completed Model Telecommunication Code in December, 1997.
2. Completed Town Center Process and Plan in February, 1998.
3. Completed Historic Preservation and Restoration Code in August, 1999.
4. Completed Outdoor Lighting Requirements in August, 1999.
5. Completed Architectural Review Board Ordinance and Standards in May, 1999 and June, 2001.
6. Completed Parks and Recreation Plan in June, 2001.
7. Completed Town Center Development Manual in June, 2004.
8. Completed Public Space Ordinance in January, 2006.
9. Completed the Action Plan for Parks and Recreation in 2007.
10. Completed the update of the Town Center Plan in March 2010 and October 2012 (City Council).

Along with these plans and associated efforts overseen by the Department of Planning, the Departments of Administration and Public Works have also undertaken extensive planning activities. These efforts have focused on the creation of transportation priorities in its Annual Capital Improvement Budget and its 5-Year Capital Improvements Program. In the past twenty (20) years, several of these planned major initiatives have improved the safety of the City's streets, rural roadways, and bridges. Additionally, the major upgrades have established appropriate stormwater management criteria and standards for areas located outside the Metropolitan St. Louis Sewer District's boundaries.

Since the incorporation of the City, and the passage of the City's Charter, planning efforts have led to improved developments in terms of their character, respect for the environment, and functionality. Development continues to be a major influence in the City, particularly as the Town Center Area continues to grow in popularity and interest. Although the relative number of single family dwelling permit issuances may have declined from their peak levels prior to the City's incorporation, the number of permits still being issued is significant, increasing in total, particularly over the last two (2) years (2014-2015), and continue to reflect the desirability of Wildwood as a place to locate a home or business.

Master Plan Processes and Updates

Under the City's Charter, the Comprehensive Zoning Plan must be updated every ten (10) years. The update process is intended to keep this important planning document germane to changing conditions and reflect residents' vision of their community. Additionally, the update of the entire Master Plan is also an excellent time to consider the progress and challenges that occurred within the City in the previous ten (10) year period. Along with these considerations, the Master Plan process is always necessary to keep pace with new technologies and other conditions that occur, which were not anticipated in the previous ten (10) year period.

Updates, however, must be respectful of maintaining a common consistency, so residents, property owners, and businesses have some level of expectation regarding future actions or changes within the community. This expectation, which is derived from a Master Plan that is supported by the elected and appointed officials, is critical to achieving support for new initiatives to meet the goals, objectives, and policies of the document. *Accordingly, changes to the Conceptual Land Use Classifications Map after its adoption, should only be considered in the most unique or pressing circumstances or when such provides a clearly definable community benefit meeting the goals, objectives, and policies of this document.*

PLANNING GOALS

1. Improve the quality of life in the City of Wildwood by implementing, updating, and maintaining land use regulations. (2006; Modified in 2016)

2. Planning efforts in Wildwood must be coordinated with other jurisdictions, service providers, and utilities. (2006; Modified in 2016)

3. Land use and planning decisions need to be related closely to environmental quality, community services, transportation systems, and open space/parks considerations. (2006)

PLANNING OBJECTIVES

1. The overall rural character and fragile ecology of the City of Wildwood should be preserved.

2. The greenbelt of regional parks should be protected by preserving existing zoning and land use patterns on their periphery, thereby ensuring a protective transitional landscape around each one. (1996; Modified in 2016)

3. The expansion of suburban-type densities within this community should be limited to those locations, and associated parcels of ground, identified as "Sub-Urban Residential Area" on the Conceptual Land Use Categories Map of the Master Plan. (1996; Modified in 2016)

4. Commercial and industrial development should be promoted within the City as a means to provide an adequate tax and service base for its citizens, but they should be strictly defined and limited to very specific locations in the community, i.e. the Town Center for commercial activities and the Chesterfield Valley Area of the City for industrial uses.

5. Programs to improve communication about, and enforcement of, planning and zoning regulations, should be implemented by the City. (2006; Modified in 2016)

6. The City of Wildwood should continue to encourage life-cycle housing opportunities to all age groups. (2006; Modified in 2016)

7. Within The Town Center Area of Wildwood, application of its required Neighborhood Design Standards and Architectural Guidelines, from the *Town Center Plan*, shall be met or exceeded by development interests. (2016)

PLANNING POLICIES

1. Consolidate future commercial development within the boundaries of the City of Wildwood's Town Center.

2. Relate changes in the mapped zoning density within the two suburban residential areas to the pattern on adjacent properties, but the densities of new developments should not be in excess of one (1) unit per acre. Higher residential densities may be appropriate within the Town Center Area, if part of that overall plan (see Conceptual Land Use Map). (Modified 2006)

3. Continue Non-Urban Residence District zoning designation as the major land use category in the City of Wildwood. The Non-Urban Residence District designation of land performs an important regional function for the more developed communities in St. Louis County. Through the preservation of this zoning designation around the regional parks, the protection of the regional greenbelt is furthered. In addition, maintaining an existing Non-Urban Residence District designation is especially appropriate in areas of steep topography and highly erodible soil profiles. (1996; Modified in 2016)

4. **Incorporate the Land Use Categories of the Regulating Plan in the Town Center Development Manual, as part of the City's Zoning Code, in accordance with the map contained therein.**

5. Maintain the policy of preserving historic buildings/sites and archaeological areas through their designation on the City's Historic Registry. (1996; Modified in 2016)

6. Maintain land use and environmental policies to protect the regional park system from erosion and pollution. (2006; Modified in 2016)

7. Promote the development of consistent regulations between other service providers (fire and school districts) and utilities and the City's land use standards and requirements, particularly for the Town Center and Non-Urban Areas of Wildwood. (2006)

8. Maintain design criteria and standards for the use of land and for the architecture of buildings and structures, so that new construction complements the surrounding natural and built environments and minimizes harm or damage to them. (2006; Modified in 2016)

9. Any land use related matter must be reviewed and acted upon by the Planning and Zoning Commission, before City Council Committee or City Council can take an action upon it. (2016)

Planning Element Cross-References

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3
Obj. 1			X
Obj. 2			X
Obj. 3	X		X
Obj. 4	X		
Obj. 5		X	X
Obj. 6	X		
Obj. 7	X		
Pol. 1	X		
Pol. 2	X		
Pol. 3	X		X
Pol. 4	X		
Pol. 5	X		
Pol. 6	X		X
Pol. 7	X	X	
Pol. 8	X		
Pol. 9	X		

Community Services Element

The City of Wildwood began on a premise of providing needed services in a different manner than other communities located within St. Louis County. This approach was to employ a small group of staff, which would be offset by utilizing the private sector to deliver all other services through a series of managed contracts. The quality of the services delivered to Wildwood residents and

businesses could then be annually reviewed to ensure on-going high quality and competitive low costs. City staff would manage these contracts for the community and make the necessary determinations of efficiency, cost, and need on an annual basis. Over the last twenty (20) years, community services have always been offered to residents and businesses utilizing this model, which has resulted in all necessary services being provided to them with assurances on quality, cost, and experience of the providers annually guaranteed. ~~In the original Master Plan adopted in 1996 by the Planning and Zoning Commission and ratified by the City Council, this element was named "Urban Services." In the Master Plan 2006 Update Process, the name of this element was changed to "Community Services" to better reflect the character of Wildwood. With the City of Wildwood maintaining its unique character and creating opportunities for residents to better identify with this area through a number of different initiatives and efforts, the term "community" is much more suitable, since creating ownership in this City is critical to its success well into the future.~~

Major Initiatives in the City of Wildwood (1995-2015)

This element represents the administration of government and the provision of important services to residents, property owners, and businesses living, working, or otherwise located in the City of Wildwood. These services add to the quality of life, maintain property values, and provide a safe and secure environment for everyone. Many of these services that are essential to a vibrant and safe City environment are provided by other entities or utilities not affiliated with Wildwood. These partnerships are key to the success of the City and its residents, property owners, and businesses benefit from the expertise of these other entities and providers.

Over the past twenty (20) years, the City has made many upgrades and improvements to the service levels residents, property owners, and businesses receive relative to the previous jurisdiction - St. Louis County. These upgrades and improvements were promised as part of the incorporation effort and integral to the *Plan of Intent's* stated direction. A summary of upgrades and improvements is as follows:

1. Resurfaced over 246 miles of rural roadways in the City.
2. Replaced over 22,000 slabs of concrete street sections.
3. Replaced over twenty-seven (27) deficient or deteriorating bridges.
4. Promoted household recycling efforts in the City, while managing a sole-source single-family residential solid waste collection contract with a single provider.
5. Participated, and partially funded, three (3) ~~two (2)~~ major safety improvements on State Route 109; the last of which added two (2) roundabouts at major street intersections to facilitate safer and more efficient travel along one (1) of the more congested lengths of roadway located in the City.
6. Established and upgraded the City's website, in addition to publishing the Wildwood Gazette and weekly e-newsletter.
7. Installed over sixteen (16) ~~fourteen (14)~~ linear miles of multiple-use trails.
8. Restored Old Pond School and created a neighborhood-sized park in association with it.
9. Constructed Anniversary Park.
10. Established recreational programs, including nineteen (19) ~~nine (9)~~ major events.
11. Directed annexation of additional Town Center Area into the Metropolitan St. Louis Sewer District's boundaries, via a Neighborhood Improvement District (NID).
12. Adopted codes, ordinances, and regulations to improve efficiency of City's financial management.
13. Established sound investment policies.
14. Created and updated policies and procedures to comply with Missouri Sunshine Laws and requirements and allow residents to have open access to all government activities.
15. Partnered with other local governments to provide services and programs to all residents.
16. Established the Board of Ethics, Board of Public Safety, Architectural Review Board, Historic

Preservation Commission, Administrative Review Board, and ad-hoc committees to assist in major initiatives, since the incorporation of the City in 1995.

17. Added twenty-three (23) police officers to the City's force, thereby allowing for a minimum of four (4) beats to be offered at all times within Wildwood by the St. Louis County Police Department.
18. Designed and constructed Community Park - phase one - project, which included the City's first dog park component and an all-inclusive playground for children of all abilities.
19. Partnered with St. Louis County's Department of Parks and Recreation to open Bluff View Park, with its 2.3 mile long trail system, while beginning a long-term lease for a Belleview Farms site - a historically significant one hundred (100) acre open space located in the Meramec River Valley.
20. Assisted in the provision of high-speed internet service to over four hundred (400) households in the rural areas of the community, which still have no other options than the two (2) providers engaged by Wildwood through its eight (8) year effort in this regard.
21. Completed two (2) segments of the Manchester Road Streetscape Project, while finishing the design and engineering for the third, and final, segment of this Town Center improvement effort slated for construction in 2017.

Meeting the needs of the City's constituents has been the primary goal of four (4) Mayors, numerous City Council Members, and staff over the past twenty (20) years. In the public input sessions, many of the participants noted the level and quality ~~improved~~ of services offered by the City, since it incorporated, and wanted them to continue into the future. Additionally, many of the service providers and utilities responding to the request for information from the Department of Planning for this update of the Master Plan noted improved service levels and expanded networks of utilities had been achieved in the area of Wildwood over the past twenty (20) years, with other improvements planned in the next decade (see Appendix V).

Major Challenges Facing the City of Wildwood (2005-2015)

The ability of the City to undertake and complete those major initiatives over the last twenty (20) years has been premised on the availability of funding from a number of dedicated and predictable sources. The primary source of funding has been the City's share of the sales tax received from its participation in St. Louis County's pooled distribution formula. The City receives this pooled sales tax revenue based upon a per capita formula of total residents in the community. Since the City of Wildwood experienced substantial growth between 1995 (its incorporation) to 2010, a marked increase occurred in revenues from the sales tax. The City has continued to grow since the 2010 Census was completed and is anticipating adding approximately two thousand (2,000) more residents by the end of this decade. Under the current sales and other formulas, the City would receive an increase in revenues from this growth in population.

Over the past several years, an on-going discussion has been held at the State Legislature among municipal and State leaders about the distribution of pooled sales tax revenues and how it might be changed to address what certain cities have claimed are inequities in its structure. These discussions have led to numerous bills and other legislative initiatives to be proposed and debated for possible consideration, introduction, and passage. The City of Wildwood has and must continue to address attempts to change this tax structure, since it is the major source of operating and capital improvement revenues. Any changes to this tax structure could impact the City in a negative manner, which might lead to reductions in community services. Therefore, the City needs to be prepared to participate in any discussions on this matter, while maintaining vigilance in monitoring any legislative initiatives on possible changes to the taxing formulas and encouraging equity to all parties, (if changed).

During the last ten (10) years, the City Council adopted a specific policy and associated procedures for the consideration of requests for development incentives. Development incentives, such as Neighborhood Improvement Districts (NID), Transportation Development Districts (TDD), Community Improvement Districts (CID), and Tax Increment Financing (TIF), may be appropriate planning strategies, when applied as a means to achieve community goals, objectives, and policies set forth in the Master Plan and policies established by the City Council consistent with the same. However, in evaluating such mechanisms, the inherent costs to federal and state taxpayers from tax-exempt financing or other public costs should be fully weighed against the private and public benefits sought in order to ensure that the City uses, such tools only to promote the overall public good for its residents, while adhering to the City's twenty (20) year commitment to regionalism.

As the City of Wildwood matures, challenges will also mount on maintaining the current level of services it provides to its residents, property owners, and businesses. These challenges could lead to the Mayor and City Council members having to make difficult decisions about the level of services, the providers of these services, and the character of these services. Since the City contracts with private providers for many of its services, costs are competitive due to the bidding processes associated with them. In the next ten (10) years, overarching all decisions must be the need to protect the public's health, safety, and general welfare, while maintaining the high level of services and their delivery.

COMMUNITY SERVICES GOALS

1. Appropriate police, fire, EMS, sanitation, and other municipal services need to be maintained. (2006)

2. Development levels, and accompanying service responsibilities, should not exceed available municipal service capabilities. (2006; Modified in 2016)

3. Internet-based communication services should be improved, as an essential part of daily living and working throughout Wildwood. (2006; Modified in 2016)

4. Residents and businesses need to be well informed about Wildwood's government activities and its fiscal condition. (2006)

5. Promote the preservation of City's housing stock by its careful monitoring through the application of appropriate, Wildwood-based codes. (2006; Modified in 2016)

COMMUNITY SERVICES OBJECTIVES

1. The allocation of future capital investments by the City should be planned and managed in such a way the established character of the community is maintained and improved.

2. The constraints on development imposed by the fiscal and geographic limitations of all service providers, i.e. utilities and other jurisdictions, must be accepted by the City and related parties. (1996; Modified in 2016)

3. The concept of concurrency for new developments in the City of Wildwood should always be considered, so the capacity of existing infrastructure or government services is not exceeded,

thereby ensuring they are commensurate with the level of population and physical growth.

4. The use of private contractors for services in the City should be continued, but premised on cost-effectiveness, performance and quality evaluations in terms of citizen satisfaction. (2006; Modified in 2016)

5. The City should preserve and enhance property values by implementing plans, regulations, and standards for maintenance of its housing stock and land areas. (2006)

6. The network of existing and future utilities should be constructed underground and coordinated with other providers and public infrastructure to the extent feasible by technology, type of service, and proximity to buildings, trees, or denser development. (2006)

COMMUNITY SERVICES POLICIES

1. Maintain a long-range capital improvements program for the City of Wildwood based upon its own fiscal resources, grants from the federal and state government, and other sources of outside funding. (Modified in 2016)

2. Follow a policy of fiscal prudence in considering major new development initiatives, while creating specific procedures governing the review and processing of development incentive requests submitted to the City.

3. Continue contractual arrangement for police services, while seeking improvements and better efficiencies whenever possible. (2006)

4. Infrastructure for new or upgraded telecommunication services should be consistent with the rural appearance of the community and combine the use of pre-existing structures and rights-of-way, as the preferred methods of providing these facilities. (2006; Modified in 2016)

5. Develop opportunities, foster partnerships with providers, and create incentives for the provision of internet-based communication services to all households and businesses in the City of Wildwood. (2006; Modified in 2016)

6. Seek a library facility in the Town Center Area of the City. (2006)

7. Submit all publicly-funded projects to the City's review processes to guarantee compliance with its regulations and requirements. (2006)

8. Residents and business owners need to be well informed about Wildwood's government and its activities and the City should utilize all available media forums in this effort, including, but not limited to, direct mail, internet-based communication opportunities, and local newspapers. (2006; Modified in 2016)

9. Complete 5-Year Annexation Plans that are required by the St. Louis County Boundary Commission in keeping with State Statute and their procedures, as adopted, for potential additions of land area to the City's current boundaries. Decisions relating to annexation proposals should consider a number of factors, including fiscal, service, and community of

interest benefits and/or costs. (2006)

10. Establish programs for senior citizens in the community, including partnerships with other local entities, with the resources to help support said efforts. (2016)

11. Establish a working group of residents, City officials, and building professionals to consider appropriate life/safety considerations associated with the City of Wildwood implementing a reoccupancy permit system for its housing stock, while acknowledging the need to avoid any duplication of services and additional costs. (2016)

Community Services Element Cross-Reference

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
Obj. 1		X			
Obj. 2	X	X			
Obj. 3	X	X			
Obj. 4	X	X			
Obj. 5		X			X
Obj. 6		X			
Pol. 1		X			
Pol. 2		X			
Pol. 3	X				
Pol. 4			X		
Pol. 5			X		
Pol. 6					
Pol. 7				X	
Pol. 8				X	
Pol. 9		X			

Pol. 10				X	
Pol. 11					X

Transportation Element

Major Transportation Issues – Then and Now

Proposals to create a major north-south highway paralleling State Route 109 helped convince area residents of the need to take control of their own future in the late 1980's and early 1990's. The current regional transportation plan of the East-West Council of Governments (the St. Louis Metropolitan Area's official coordinating body for transportation improvements) does not include a new north-south highway on or near State Route 109. It does, however, identify State Route 109 as part of a Major Transportation Investment Corridor requiring short-term safety improvements. Concerns remain in the community regarding the extension of State Route 109 into the Chesterfield Valley Area, along with the addition of traffic lanes and proposed interchanges, under the guise of a safety-improvement program, which could ultimately lead it to becoming a part of a third metropolitan by-pass with links south to Interstate 44, Highways 30 and 21, and Interstate 55, and a link north to Interstates 64 and 70.

State Route 109 is already connected to Interstate 44, but its northern end currently terminates at Wild Horse Creek Road; a two-lane, east-west arterial. There are no official plans for improving Wild Horse Creek Road. However, State Route 109 could become a regional highway if it were connected to a widened Eatherton Road in the City of Chesterfield and then extended northward to a new interchange with Interstate 64. This route appears to be part of the traffic improvement corridor shown in the East-West Gateway Council of Government's short-term plan. This major regional planning initiative should not be created in the guise of short-term traffic improvements. If a third-ring bypass is built, its regional planning consequences on the entire metropolitan area should be fully assessed and its route determined based on these considerations.

The effect of making this link would be to open up Jefferson, Franklin and St. Charles Counties to more intensive development, most of which is likely to be drawn from the inner areas of St. Louis County and the City of St. Louis. The benefits of taking this initiative are debatable. Spending money on this new infrastructure could well encourage people to stop using existing facilities. The third-ring bypass is likely to accelerate the process of drawing development out of the older parts of the region, in complete contradiction to policies of regional integration and of preserving the Cities of St. Louis and Clayton as the centers of the metropolitan area.

Even if a third-ring bypass is ultimately to be constructed, there are strong arguments against using the State Route 109 corridor for this purpose. The unusual soil conditions in the City, detailed in the Environmental Element of this Master Plan, make it an inappropriate area in which to create major new highways. The enemy of ecological stability in the City is rapid runoff. The more impervious surfaces, particularly continuous highway lanes in hilly areas, the more rapid runoff is generated. State Route 109 adjoins the regional parks and actually goes through one (1) of them. The City of Wildwood has an obligation to protect the regional parks located within it; building a major highway through part of these parks and subjecting them to accelerated surges of rainwater polluted by motor oil and petroleum combustion products is counter to all other efforts to protect the regional

park system.

Major Initiatives in the City of Wildwood (1995-2015)

In the past two (2) decades, the City's Departments of Administration, Public Works, and Planning have established a Capital Improvement Program for Wildwood. Along with an annual budget, a five (5) year program has also been established to guide the development of infrastructure in the City. These improvements are funded by a 1/2¢ Capital Improvement Sales Tax approved by the voters of Wildwood in 1998, federal and state grants, and general revenue funds. Overall goals of the Capital Improvement Program are to provide safe streets and bridges and reduce commuting time between local locations by offering logical connections of existing and proposed streets. Management of traffic by limiting curb cuts on major arterial streets has also been a policy of the City of Wildwood.

Since the update of the Master Plan in 2006, the City has created many opportunities for multi-modal transportation options to serve users other than vehicles. This approach includes making existing streets and roadways more accommodating to users other than vehicles, along with designing and constructing new infrastructure that promotes the same. Additionally, the availability of public transit to the Town Center, including the St. Louis Community College - Wildwood Campus, has been a priority and recently realized. Along with these efforts and programs, the City has continued in the last ten (10) years to construct trails and make connections to Town Center Area, public space areas, and residential communities located throughout Wildwood. More so, at any other point in the history of Wildwood, this community is interconnected, linked, and poised to be a recreational center for the entire metropolitan region and beyond.

TRANSPORTATION GOALS

1. Safe streets, sidewalks/trails, and bridges need to be maintained throughout Wildwood. (2006)

2. Roadway projects need to be appropriate to the character of Wildwood. (2006; Modified in 2016)

3. Wildwood should encourage multi-modal options for transportation for residents, visitors, and guests, and businesses. (2006; Modified in 2016)

4. Support the founding vision of 'Save the Greenbelt, Stop the Outerbelt.' (2016)

TRANSPORTATION OBJECTIVES

1. The existing and proposed roadway network in the City of Wildwood should be designed and maintained so that it is safe and efficient, but also consistent with the community's long-standing, historic rural character. Roadway modifications shall be commensurate with expected traffic volumes and City standards established for these specific land use categories. (1996; Modified in 2016)

2. Changes to the regional roadway network, if proposed, should proceed only after the land use and economic costs and benefits (including the effects on the St. Louis Region) are fully understood and evaluated. (1996; Modified in 2016)

3. The City's topography, its associated fragile and rocky soils, and the linked group of outstanding

regional parks located here, should be protected from the erosion and pollution caused by the construction and use of major roadway corridors.

4. The development of future alternatives to automobile transportation in the City of Wildwood should be explored. (1996; Modified in 2016)

5. The natural vegetation and scenic views located along the City's network of roadways should be preserved and enhanced for the benefit of both residents and visitors. (1996; Modified in 2016)

TRANSPORTATION POLICIES

1. Promote a policy for the City of Wildwood's traffic needs, which supports the primary creation of a network of safe and ecologically responsible, two-lane, local arterial roadways. Make only improvements required for traffic safety, such as adding shoulders, improving the configuration of intersections, replacing substandard bridges, installing traffic signals, and other topical measures.

2. The City of Wildwood should promote the State Route 109 Corridor Study (Missouri Department of Transportation – July 1999) as a guide for future modifications to this roadway, while prioritizing topical improvements to facilitate the safe movement of local traffic within the community. This policy is premised on the negative impacts an outerbelt would have upon this community, particularly with respect to the environmental degradation associated with its construction and increased traffic, the loss of parkland through direct acquisition for roadway right-of-ways, the promotion of greater inter-County traffic movements, and the division of this community into two parts. (1996; Modified in 2016)

3. Oppose construction of major new highways within the City of Wildwood.

4. Support the City's existing highway and street network by adopting and implementing land use policies that will promote a compact concentration of development in the Town Center and the two suburban residential areas. These policies should enable more people to walk to their destinations, while also encouraging the Town Center to be served by other forms of access besides the automobile.

5. Require local access streets within individual subdivisions to be built to City standards, but consider having such roadways remain private and maintained by the homeowners to further encourage greater control over their ultimate use and appearance, except in the two suburban residential areas and Town Center, where local access streets should be publicly maintained.

6. Identify safety improvements necessary to all City-maintained roadways, as part of Wildwood's Capital Improvement Program. Such improvements may include the following: replacing antiquated bridges that are too narrow and subject to flooding; improving road alignments in places where there have been repeated crashes; widening roads where necessary and feasible to provide shoulders; correcting unsafe intersections; and providing a network of multiple links, so there is always more than a single way of going from one destination to another. (1996; Modified in 2016)

7. Protect existing bridges by implementing such measures as the posting of weight limits to

protect them from excessive loads, identify potentially dangerous approaches with appropriate warning signs, and prohibit truck traffic on roadways where weight-restricted crossings are located.

8. Preserve and enhance the scenic environmental qualities, which exist along many of the City's roadways and their intersections, through the application of appropriate design standards reflecting a sensitivity toward the area's unique environmental characteristics. These standards should be applied in the planning, construction, and maintenance of all roadways.

9. Designate certain roadways (listed in the Transportation Element and shown on the Transportation Plan) for the City of Wildwood's arterial system and provide an improvement policy for each of them. Roadways necessary to support the City of Wildwood's Town Center will be identified in conjunction with its own detailed plan. (1996; Modified in 2016)

10. **Continue to promote safe roadways for pedestrians, bicyclists, and motorists (Safe Streets Initiative). (2006)**

Roads

East-West Arterials[1]

Clayton Road (County). **A two to three-lane arterial road.** Improvements to Clayton Road have been completed from the eastern boundary of the City to Strecker Road. This roadway now accommodates three (3) lanes of traffic, with vertical curbs, stormwater management facilities, and sidewalks. Clayton Road, west of Strecker Road, remains a two-lane roadway.

Wild Horse Creek Road (State). **A two-lane arterial road.** There are no official plans for adding lanes. Topical safety improvements should be planned.

Manchester Road (Wildwood). City plans are for **a two-lane arterial,** with widenings for turn-lanes or other safety improvements, as required. The design of this road within the Wildwood Town Center has been studied in detail and these levels of improvement are included as part of that plan. West of the Town Center, this road should remain **two-lanes in width.**

State Route 100 (State). **A limited-access four-lane road** from the Westglen Farms Drive/Manchester Road intersection to State Highway T. There are long-term safety improvements proposed for the section west of State Highway T to Interstate 44 in the current East-West Gateway Council of Governments' plan.

State Highway T/St. Albans Road (State). This road should remain **a two-lane arterial,** with topical safety improvements, as needed.

Main Street (Wildwood). City plans are for a two-lane boulevard, with adjacent on-street parking, bicycle lanes, sidewalks, and streetscape enhancements in accordance with the Town Center Plan.

Melrose Road (from Allenton Road to State Route 100) (Wildwood). A two-lane arterial that should remain substantially unchanged, except for topical safety improvements.

North-South Arterials[1]

Allenton Road (Wildwood). **A two-lane arterial** that should remain substantially unchanged, except for topical safety improvements.

Fox Creek Road (Wildwood). **A two-lane arterial** that should remain substantially unchanged, except for topical safety improvements.

Old State Road (County). Built on a narrow ridge, this road should remain **a two-lane arterial.** Shoulders should be added, where possible, and other topical safety improvements made. A section of this roadway, located in the City of Wildwood, is to be improved to a three (3) lane arterial level, as part of a St. Louis County project (from Ridge Road on the north end to Old Fairway Drive on the south end).

Ossenfort/Wild Horse Creek Road (Wildwood). The north-south portion of Wild Horse Creek Road, west of State Route 109, is part of the City's roadway network. It should remain substantially unchanged as **a two-lane arterial** road, except for topical safety improvements.

State Route 109 (State)/*North Eatherton Road* (County). Currently, a two-lane arterial. Safety improvements should be made, but the **two-lane configuration should be retained.** No new connections should be made north to Interstate 64.

Strecker Road (Wildwood). **A two-lane arterial.** A portion of this roadway was rebuilt during the last ten (10) year period of time and now contains sidewalks, improved stormwater management facilities, planting and landscape islands, and improved lane surfaces. Limit any new improvements to topical safety enhancements.

Shepard Road (Wildwood). A two-lane arterial that should remain substantially unchanged, except for topical safety improvements.

Thunderhead Canyon Road and West Glen Farms Road (Wildwood). These roads are necessary traffic links, but their speed limits should be strictly enforced.

Valley Road (Wildwood). **A two-lane arterial** that should remain substantially unchanged, except for topical safety improvements.

Taylor Road (Wildwood). A two to four-lane boulevard, with adjacent on-street parking, sidewalks, and streetscape enhancements in accordance with the Town Center Plan.

[1]Arterial - For the purposes of this plan, an arterial designation does not infer the street or roadway is part of a regional system serving the larger metropolitan population, but more the immediate West County Area and Wildwood. This designation is intended to define these roadways as major transportation corridors within the City that provide logical connections from the hierarchy of collector and local streets, require access management practices, and receive priority in terms of revenue resources for maintenance, repair, and upkeep.

Transportation Element Cross-Reference

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3	Goal 4
Obj. 1	X	X		X
Obj. 2	X	X		X
Obj. 3	X	X		
Obj. 4			X	
Obj. 5	X	X		
Pol. 1	X	X		X
Pol. 2		X		X
Pol. 3				X
Pol. 4	X		X	
Pol. 5	X			
Pol. 6	X			
Pol. 7	X			
Pol. 8	X			
Pol. 9	X	X		
Pol. 10	X		X	

Open Space and Recreation Element

Major Initiatives in the City of Wildwood (1995-2005)

In 2001, the City Council approved a *Parks and Recreation Plan* for Wildwood. This plan was the beginning of a major effort on the part of the City to begin providing comprehensive recreational programming to its residents and visitors, while undertaking the development of park properties with facilities. Since that time, the growth in programs and facilities has been substantial. These programs include over sixty (60) annual events for the community, two (2) neighborhood style parks with facilities, and several other passive areas serving as open space, which have been acquired and

improved. Along with programs and park facilities, the City has installed over fourteen (14) miles of multiple use trails, while partnering with the Missouri Department of Natural Resources and St. Louis County in opening the *Al Foster Memorial Trail* along the Meramec River. Many other activities, facilities, and programs are planned in the years to come.

Along with these City efforts in the more traditional areas of parks and recreation planning and implementation, Wildwood has been applying the Master Plan land use categories and environmental regulations to protect existing parkland from degradation and harm. These types of policies and applications were key components of the incorporation effort and, from the standpoint of the City, have been achieved when the condition of the major public park holdings are reviewed. Similarly, the City has been receiving dedications of land area to further the connection of Babler State Park to Rockwoods Reservation through development proposals in the Non-Urban Residential Areas. New developments, beyond these dedications of land area, are also required to buffer and protect park properties from stormwater runoff, grading, and tree removal/damage. These buffers normally exceed one hundred fifty (150) feet in size.

Just before the adoption of the Master Plan 2006 Update, the City Council approved a new Public Space Ordinance, which formalizes the dedication processes of obtaining land area, fees, and improvements as part of the development or the division of land. This ordinance will create a fair and concise mechanism to gauge the impact of the new development on the need for public space and offer options to the developer to comply. When great communities are recognized or discussed, often heard is the abundance of public space, with improvements for residents to enjoy and use. The adoption of this ordinance begins the process of fulfilling many of the goals, objectives, and policies of the Master Plan and will ultimately lead to the need to create perpetual funding mechanisms within the community for the maintenance and upkeep of park properties and related facilities.

In 2006, the City Council, along with City staff, agreed to undertake a new approach to implement the goals of the 2001 plan, which led to the formation of a citizen committee to achieve this end. The approach was to identify a limited number of goals from the 2001 plan and implement them in an abbreviated time to achieve the intended outcome. This process led to the development of an Action Plan that had four (4) goals and fifty-seven (57) recommendations. These goals and recommendations were then implemented thereafter and led to the following actions:

1. **Programming** - Partner with the other providers to create the greatest range of programming opportunities possible for residents, beginning with the Wildwood Family YMCA, the Pond Athletic Association, the Rockwood School District, and the St. Louis Community College - Wildwood Campus.
2. **Facilities** - Expand current commitments to development of all types of trail systems (pedestrian, bicycle, equestrian) in the City of Wildwood, which are intended to link all public park spaces and population centers together, along with implementing the recently adopted "Access and Mobility Plan."
3. **Acquisition** - Identify and prioritize locations for future parkland acquisitions, with the first action to be the acquisition of a parcel of ground, of a size to accommodate a community park, within the central area of the City (proximity to State Route 100 and State Route 109 and environs).
4. **Funding** - Implement the necessary steps to promote the presentation of a park sales tax to the voters of Wildwood... for use in the development of parks facilities and recreation programs, to include staffing, maintenance, and other expenses.

OPEN SPACE AND RECREATION GOALS

1. **Wildwood's parks and recreation facilities should improve the quality of life within the City, enhance property values, promote a sense of community, and welcome and engage residents and the visiting public. (2006)**

2. **Wildwood facilities and park and recreation programs should meet residents' needs and preferences within prudent fiscal constraints. (2006; Modified in 2016)**

3. **Wildwood should have permanent funding sources for its park and recreation facilities/programs and their maintenance. (2006)**

OPEN SPACE AND RECREATION OBJECTIVES

1. The regional parks located within the City of Wildwood should be protected from adverse environmental consequences created by roadways, highways, and new developments located adjacent to or upstream from these publicly-held properties.

2. The connection of Babler, Rockwood Reservation and Range, and Greensfelder Parks should be encouraged, as part of a larger regional park system.

3. Protection of the diversity and health of vegetative and wildlife species within the City of Wildwood should be supported and adopted for application. (1996; Modified in 2016)

4. **Funding mechanisms, along with conservation easements, development incentives, and donation opportunities, for the active acquisition of properties and facilities to address the park and recreation needs of the City of Wildwood should be defined, established, created, and maintained. (2006)**

5. **Partnerships with federal, state, and local park and recreation agencies, other municipalities and public and private not-for-profit groups to implement the goals and objectives of this effort and regional actions of the greater community should be promoted and established. (2006)**

OPEN SPACE AND RECREATION POLICIES

1. Encourage the purchase or donation of additional land for the regional parks through a variety of traditional and innovative programs. (1996; Modified in 2016)

2. Create community/neighborhood parks throughout the more developed areas of Wildwood, with appropriate facilities to serve the surrounding areas, designed to accommodate residents, visitors, and guests to the City. (2006; Modified in 2016)

3. Pursue funding and financing options and mechanisms for the acquisition of park and recreational facilities for Wildwood residents, visitors, and guests. (2006; Modified in 2016)

4. Encourage diversity in the type of facilities to be funded and built, so that they complement other facilities in the City and within surrounding communities. The design of these facilities should allow for expansion, as growth occurs or user demands change. (2006)

5. Define, prioritize, and select potential locations for the acquisition, or protection by other means, of scenic vistas, pristine woodlands, diverse water features, prime agricultural lands, and properties whose acquisition will further such preservation within the City of Wildwood. (2006)

6. Ensure all efforts relating to parks and recreation planning in the City of Wildwood complement and adhere to the goals and objectives of the Master Plan, standards and guidelines of the Town Center Plan, requirements of the City Charter, and related municipal codes. (2006)

7. Initiate and implement partnerships with other entities to provide educational, and community outreach programs to residents, visitors, and guests of the City of Wildwood. (2006; Modified in 2016)

8. Develop opportunities for arts and cultural events for residents, visitors, and guests, as part of the City's public facilities and programs, and complement those provided by the public and private schools and regional institutions serving the St. Louis Metropolitan Area. (2006; Modified in 2016)

Open Space and Recreation Element Cross-Reference

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3
Obj. 1	X		
Obj. 2	X		
Obj. 3	X		
Obj. 4		X	X
Obj. 5	X	X	
Pol. 1	X		
Pol. 2	X	X	
Pol. 3			X
Pol. 4	X		
Pol. 5	X		
Pol. 6	X	X	

Pol. 7	X		
Pol. 8	X		

Economic Development Element

A New Element for the Plan (2016)

In the past twenty (20) years, the City has created a number of opportunities for development in Wildwood, whether in residential settings or commercial locations. The commercial locations have been focused in the Town Center Area, given the allowable types, densities, and intensities of land use activities allowed in this special part of the City. The intent of the Town Center was to create a unique environment that provided engaging building architecture, walkable, pedestrian-friendly areas, park once and shop designs for convenience and building placements, and public spaces for gathering and outdoor enjoyment. All types of residential development have continued to occur throughout the community, from three (3) acre lots rural in nature, to the higher density projects in the Town Center Area. Collectively, this growth, whether residential or commercial in nature, was viewed for many years as the City's economic development efforts and sufficient in this regard.

More recently, however, in the last few years, (2013-2015) concerns have been raised, particularly after the Great Recession, that more was needed from the City to spur commercial growth, which would be facilitated by the development of more rooftops. Accordingly, the City Council appointed a task force of its members to develop an approach to this matter. This task force, a group of five (5) City Council members and the Mayor, spent its first year defining the City's long and short-term goals, which are defined on the next page:

Economic Development Task Force - Long Term Goals (2013)
1. Commitment to sustainable and on-going implementation of all goals.
2. Assign staff coordinator/contact for outreach and information.
3. Develop marketing brochure.
4. Update City's website.
5. Coordinate effort with public relations or economic development consultant(s).
6. Use social networking to advance message of City.
7. Continue long-term strategic goals of the City (capital improvements projects).

Economic Development Task Force - Short Term Goals (2013)
1. Resolve the Town Center Plan Update.
2. Identify City's assets.
3. Develop and implement a branding message campaign.
4. Upgrade existing website to include economic development component.
5. Invite outside advisors (speakers, representatives of various entities or other communities), both local and nationally recognized experts.

The task force engaged an outside consultant to create an Economic Development Plan for the City and identify a group of tasks for implementation and action. With the consultant's work on-going during the development of the 2016 Master Plan update, the committee was able to review its products and also discuss whether or not a new element related to economic development should be included in the Master Plan. The committee agreed that, at this stage in the City's history, this new element would be beneficial and appropriate for inclusion into the Master Plan, given the need to foster new interest in Town Center, maintain the current successes within this area, and grow the overall community by expanding its population, developing necessary and desired services, and forming new utility networks and infrastructure connections. Collectively, the committee sought to ensure Wildwood, regardless of existing or future revenue sources, would be self-sustaining in terms of its budgetary needs for the immediate ten (10) year period covered by this updated Master Plan.

Balancing Development Needs and Wildwood's Character

Many pressures face communities in the new economy and competition for new development and retaining existing businesses increases each year. Communities have offered and provided public finance incentives, constructed infrastructure and utilities at no cost to the identified development interests, and competed against each other across the region to bring businesses to their respective locations, at the loss to the other governments in the region. This approach to economic development has been studied and criticized and, conversely, praised by different parties, depending on their perspectives and/or perceived benefits. Regardless of the perspective, economic development in this fashion has limited merits, risky and short-term benefits, and high impacts associated with the incumbent negative consequences on other service providers and neighboring communities.

The City of Wildwood has never placed its principles at stake for the short-term benefits of a possible outcome. Of late, certain parties within the City have stated that Wildwood does not have a favorable business environment and changes to its long time regulations and policies in this regard need to be considered and acted upon, so as to change this circumstance and grow the local economy. This growth in the economy is partially based upon the uncertainty that is now associated with the future of the pooled sales tax and the funds it generates for the City. The committee recognizes that it is important to have stable funding sources for the City and a business

environment that is positive and vibrant, but is clear in its belief that such must be respective of the goals, objectives, and policies of the City's other elements of its Master Plan.

With each State legislative session, this pooled sales tax issue continues to be debated and it is important for the City to be attentive in this regard, concurrently it must also work to implement the items adopted by the City Council from the consultant's report on economic development. Implementation of these action items identified in the consultant's report has been characterized as being a mix of short and long-term implementation timeframes. Therefore, progress in terms of their implementation should be measured in this regard, but always from the perspective of facilitating business retention and growth, consistent with the established direction of this community, since its incorporation, which has always been by measured and managed growth and quality, resident-based processes to verify successes.

ECONOMIC DEVELOPMENT GOALS

1. Continue to designate and promote the Town Center as the City's core commercial and business area for development (see Planning Element – Objective #4). (2016)

2. Retention of current businesses and the development of new enterprises should be a priority to all staff, boards, commissions, and elected officials of the City. (2016)

3. Allocate funding for capital improvement projects in Town Center Area, focusing on expansions or upgrades to the current street and utility networks, along with open space, park, and trail development there as well. (2016)

4. Develop strategies for the City, so tourists, recreational enthusiasts, and residents of the St. Louis Area will recognize it as a regional destination point. (2016)

ECONOMIC DEVELOPMENT OBJECTIVES

1. Undertake promotional efforts for the Town Center and Chesterfield Valley Industrial Areas. (2016)

2. Organize and participate in outreach efforts among applicable business groups to foster interest in the Town Center and Chesterfield Valley Industrial Areas. (2016)

3. Inventory and report on Town Center Area's and Chesterfield Valley Industrial Area's growth, investment, and business patterns on an annual basis to the City Council, business community, and public. (2016)

4. Use the City's 5-Year Capital Improvement Plan to identify and support projects in Town Center and Chesterfield Valley Industrial Areas to encourage new development within them. (2016)

5. Review on three (3) year cycles and modify, when needed, City land use regulations, permitting processes, and compliance efforts to determine and ensure effectiveness in their respective applications. (2016)

6. Establish a business development-retention coordinator for the City. (2016)

7. Make a recommendation to the City Council the Economic Development Task Force be made a standing committee of City Council. (2016)

8. Create and maintain a business development plan focused on the Town Center and Chesterfield Valley Industrial Areas. (2016)

ECONOMIC DEVELOPMENT POLICIES

1. Conduct research to determine what attracts people to Wildwood and develop a promotional campaign highlighting these features. (2016)

2. Identify key strategies for promoting and marketing Wildwood and then implement them. (2016)

3. Establish relationships with organizations/businesses that hold unique community assets, which helps in creating Wildwood's unique character. (2016)

4. Optimize the utilization of the City website, e-newsletter, and social media, including the possible development of new mobile applications. (2016)

5. Develop promotional materials, in conjunction with community representatives, which can be disseminated to desired businesses, restaurants, employers, development interests, and others to market Wildwood as a great place to live, work, and play. (2016)

6. Implement the City of Wildwood's Economic Development Plan. (2016)

7. Complete the third phase of the Manchester Road Streetscape Project and facilitate the development of Main Street from its current terminus, at Market Avenue, to State Route 109. (2016)

Economic Development Element Cross-Reference

Each of the cross-reference tables have been included to assist users in understanding the interrelationships of the adopted goals, objectives, and policies of the Master Plan's six (6) elements and the role each plays in achieving the desired outcomes set forth in them.

	Goal 1	Goal 2	Goal 3	Goal 4
Obj. 1	X		X	X
Obj. 2	X		X	X
Obj. 3		X		
Obj. 4			X	
Obj. 5	X			X

Obj. 6		X		X
Obj. 7	X	X		
Obj. 8	X			X
Pol. 1		X		X
Pol. 2	X			X
Pol. 3	X	X		X
Pol. 4	X			X
Pol. 5	X			X
Pol. 6	X	X	X	X
Pol. 7			X	

Conclusions and Conceptual Land Use Classifications

The residents, business owners, and service providers who live and work in the City of Wildwood, Missouri, have participated in the development of this updated Master Plan through a series of meetings, public hearings, and written comments received by the Department of Planning and Parks. These meetings, hearings, and comments were intended to obtain all possible information and opinions from the community to begin defining its vision for the future. As one of St. Louis County's ninety-two (92) municipalities, and the largest in terms of geographic size, the City of Wildwood has always had a unique, but difficult task ahead of it, due to the amount of undeveloped land area located here. These circumstances create development pressures in an area, which has long been known for its rugged terrain and natural beauty and has drawn many of its residents here for these reasons. While responsible, sustainable development is acceptable, and encouraged within the Town Center and Industrial Areas of Wildwood, it must be noted the existing density of development in many of its watersheds ~~Caulks Creek Watershed~~ has produced environmental and fiscal situations that should not be repeated in the remaining quadrants' watershed areas located in the northwest, southwest and southern section of the southeast quadrant of the City.

This shared vision of the community began on February 7, 1995 at the polls and will be furthered through the adoption and implementation of this updated plan. The Master Plan addresses a number of areas relating to the City's policies on environmental protection, service provision, resource allocation, transportation analysis, public space, economic development, and land use development and control. The plan contains twenty-three (23) goal statements, thirty-five (35) statements of objectives, and an additional sixty-three (63) policy statements designed to achieve these objectives. The major highlights of these one hundred twenty-one (121) statements include the following:

ENVIRONMENTAL – ~~Of the five (5)~~ The goals and objectives in this element~~, the primary policy for the area is to~~ minimize environmental disturbance and damage within the existing developed areas, restore watersheds where erosion has negatively impacted the natural equilibrium, and prevent future disturbance or damage to both non-impacted and impacted areas. This protection and restoration is to be encouraged through the implementation of appropriate zoning densities and the clustering of lots to limit disturbance.

~~Of the twenty (20)~~ The policy statements in the Master Plan~~, the emphasis is on~~ emphasize improving standards and development practices to address the sensitive nature of the City's environment. The overall direction of these policies is to better manage the development process through the continued implementation of the City's environmental regulations, including the tree preservation and restoration and grading and excavation codes, while exerting greater control over activities, which could potentially degrade the environment, such as, unmaintained stormwater control and sewage facilities.

PLANNING – ~~Of the six (6)~~ The focus of the goals and objectives in this element ~~the primary consensus in this area~~ is to continue to consolidate more traditional urban densities in certain areas of the City where environmental characteristics, access, existing development patterns, and availability of services are more favorable to this type of density. Additionally, the City should maintain its current five (5) land use categories called Non-Urban Residential, Sub-Urban Residential, Town Center, Industrial, and Historic.

~~Of the ten (10)~~ The policy statements in the Master Plan ~~the emphasis is on~~ emphasize limiting suburban development densities to the two (2) areas of the community, where this pattern already exists, while concentrating commercial and innovative higher density residential development to the Town Center. Furthermore, the Non-Urban District zoned areas of the City should continue to be considered a legitimate and permanent land use category. This designation will also further the effort to protect expectations of existing homeowners in those areas, promote the protection and linkage of the parks, ~~create a species/vegetation corridor between them,~~ and thus establish the concept of the greenbelt that the residents of this area have long supported.

COMMUNITY SERVICES – ~~Of the seven (7)~~ The goals and objectives in this element~~, the primary consensus is to~~ promote a level of development commensurate with the availability of support services. Where services are not available or severely hampered, development densities and intensities must be limited.

~~Of the eleven (11)~~ The policy statements ~~in the plan, the emphasis is on promoting~~ promote the concept of concurrency and managing the City's

growth and expenditures based upon its longstanding rural character.

TRANSPORTATION – ~~Of the five (5)~~ The goals and objectives in this element~~, the primary consensus is to~~ promote a network of safe and efficient roads in the community, which are designed to serve the needs of the City. The construction or improvement of the area's roadway system should be based upon the unique characteristics of its environment and level of development, while also cognizant of increasing traffic volumes in certain areas necessitating certain changes for safety of users and travelers.

~~Of the eleven (11)~~ The policy statements in the Master Plan~~, the emphasis is on~~ emphasize limiting the improvement of the area's roadway network to primarily two (2) lane arterial roads, including State Route 109. Additionally, the level of topical safety improvements should be based on specific plans developed for each of the roadways located in the City's eight (8) wards, including Town Center. Roads serving the Non-Urban Residential area should be built to City standards, but remain private, while those streets in the Sub-Urban Residential areas and the Town Center should be publicly maintained, except where specific circumstances dictate to the contrary.

OPEN SPACE AND RECREATION – ~~Of the seven (7)~~ The goals and objectives in this element~~, the primary consensus is to~~ protect the regional park system and encourage the eventual development of the greenbelt linkage between these publicly-held properties as noted in St. Louis County's first Parks Plan in 1965.

~~Of the ten (10)~~ The policy statements in the Master Plan ~~the emphasis is on creating policies~~ emphasize the creation of strategies and programs to encourage the dedication of land between these parks for inclusion in the greenbelt, thereby protecting these facilities from inappropriate development, and fostering the establishment of active park and trail facilities in Wildwood for the overall health of the community and region. ~~of the wildlife species/vegetation corridor.~~

ECONOMIC DEVELOPMENT – The goals and objectives in this element emphasize an environment that is conducive to retaining businesses already located in the City, through regular communication with them, strategic updates of regulations applicable to them, and better promotion of City programs for assistance in this regard. Along with business retention, this element's goals and objectives promote a targeted approach to economic development, which includes engaging an individual, who is responsible for this initiative, on a full to part-time basis, depending on need.

The policy statements in the Master Plan emphasize the creation of new approaches to promote Wildwood and its Town Center to area residents, and the overall region. Additionally, several of these policy statements seek for the City to provide certain benchmark activities to improve the business environment of Wildwood, including

completing Phase Three of the Manchester Road Streetscape Project.

Conceptual Land Use Categories

This Master Plan is unique and one which is used on a daily basis in making the City of Wildwood a better place to live, work and play indicative of the level of concern its residents hold regarding preservation of the City's natural attributes and rural character for future generations to enjoy. In attempting to accomplish this goal, the implementation of land use policies is paramount. As discussed in the preceding summary, the community has reached a consensus on this policy and it is as follows: there should be five (5) major land use designations in the City --- Non-Urban Residential, Sub-Urban Residential, Industrial, Town Center, and Historic [Fifth Land Use Category - Historic was added to Master Plan with Ordinance #883 on October 14, 2002]. Each of these designations are described in greater detail below:

NON-URBAN RESIDENTIAL - This category contains the areas of the City currently zoned NU Non-Urban Residence District, **including one (1) commercially zoned property (Amended C-8 Planned Commercial District).** Principally located west of the State Route 109 corridor, but additional properties of similar zoning and nature are found in all quadrants of the City. The Non-Urban Residential Area is generally not served by public sewer or water and is dependent upon individual systems for these services. Characteristically, the land area is steeply sloping, heavily vegetated, and relatively undeveloped in terms of traditional urban densities. The adjoining land use pattern is principally low density residential or parkland and access is limited to a network of rural roadways characterized by narrow widths, one-lane bridges, no shoulders, steep hills, and poor alignments. These characteristics are aesthetically desirable, but also at the same time dictate a low-density residential pattern (generally three (3) acre lots or greater in size) for the future. Additionally, existing developments on lots of three (3) acres or more in these areas strongly weigh against any new development of higher densities in this land use designation. **Regarding the one (1) commercially zoned property located at the southeast corner of State Route 109/Wild Horse Creek Road, its designation should be retained, as part of an Amended C-8 Planned Commercial District classification within this land use area, but for the sale of beer and wine only. However, no further commercial designations of properties located beyond this site should be considered, thereby acknowledging this previous zoning was part of St. Louis County's rejected land use policy and not the City of Wildwood.**

~~This category contains the areas of the City currently zoned NU Non-Urban District. Principally, this area is located west of the State Route 109 corridor, but additional properties of similar zoning and nature are found in all quadrants of the City. The Non-Urban Residential area is generally not served by public sewer or water and is dependent upon individual systems and/or package systems for~~

~~these services. Characteristically, the land area is steeply sloping, heavily vegetated, and relatively undeveloped in terms of traditional urban densities. The adjoining land use pattern is principally low density residential or parkland and access is limited to a network of rural roadways characterized by narrow widths, one-lane bridges, no shoulders, steep hills, and poor alignments. These characteristics are aesthetically desirable, but also at the same time dictate a low density residential pattern (generally three (3) acre lots or greater in size) for the future. Additionally, existing developments on lots of three (3) acres or more in these areas strongly weigh against any new development of higher densities in this land use designation.~~

SUB-URBAN RESIDENTIAL - This category contains the areas of the City currently zoned for more intensive urban designations, such as the R-1 One Acre Residence District to the R-6A 4,000 square foot Residence District, including eight (8) commercially zoned properties (Amended C-8 Planned Commercial District). These two (2) areas are located east of the State Route 109 corridor and within the northeast and southeast quadrants of the City. Public sewer and water systems, along with a number of other services from additional utilities, generally serve these areas. The land's characteristics in these designations are more varied than the Non-Urban Residential areas of the City. Primarily, the land varies between steeply-sloping to rolling topography, forested to pasture, and to some extent has been disturbed by previous development, particularly in the Caulks Creek Watershed. Surrounding land use patterns are low to medium density residential, with limited commercial and institutional development as well. Access into these areas is principally from the State Route 100 or 109 corridors onto a system of formerly rural roads somewhat improved as development progressed into these areas. Given their proximity to existing development, a low-medium density residential development pattern would be compatible in this area, subject to the environmental limitations of any given site that may require lower densities or alternative designs. With the variability of site characteristics in these areas, the appropriate zoning designations in the range of the NU Non-Urban District to the R-1 One Acre Residence District, with a minimum lot size of 15,000 square feet as part of a Planned Residential Development (PRD), are appropriate, **excepting three (3) properties located at the terminuses of Center and West Avenues. These three (3) properties can be considered suitable for a greater residential land use density of one point seven five (1.75) units per acre, where appropriate, given their relative placements between high density land uses associated with St. Louis County's past actions and proximity to the Town Center Area's Boundary.** Regarding the eight (8) commercially-zoned properties located in and around the Clayton Road/Strecker Road intersection, their designation should be retained as part of an Amended C-8 Planned Commercial District classification within this land use area limiting the intensity of the commercial uses to C-1 authorized uses and requiring the neighborhood compatibility of the development. However, no

future commercial designations of properties located in either of these areas should be considered, thereby acknowledging all such previous zonings were part of St. Louis County's rejected land use policy and not the City of Wildwood's. The relative level of appropriateness for individual lot sizes within these zoning designations is premised on a number of variables, not withstanding surrounding development patterns and the extent of natural resource attribute restrictions exhibited by the individual sites. Therefore, the smallest minimum lot size of 15,000 square feet may not be appropriate on all sites and shall be viewed on a case-by-case basis to ensure its sensitivity to the objectives and policies of this Master Plan.

INDUSTRIAL - This category contains the areas of the City currently zoned M-3 Planned Industrial District and are primarily located in the Chesterfield Valley in the northwest quadrant of the City, which borders the Missouri River. This designation also includes one (1) isolated site along Ruck Road in the southeast quadrant of the City. This property is utilized for the St. Louis County Department of Highways and Traffic District garage/storage yard. Access to this property is by a County-maintained local road, not designated for heavy truck traffic. Given the isolated nature of this site and the predominant land use pattern around it, the expansion of the industrial activities would be inappropriate. Whereas, in the Chesterfield Valley, the development of these properties for the uses permitted under the site specific ordinance created at the time of the M-3 Planned Industrial District's adoption would be reasonable and supportable by the City.

TOWN CENTER - This category contains the areas of the City currently zoned either NU Non-Urban District or C-8 Planned Commercial District and include the historic communities of Grover and Pond. This area is primarily centered in the wedge of properties bordered by State Route 100, State Route 109, and Manchester Road, with a small extension to the west along Manchester Road to Pond. A majority of this area is located inside public sewer and water service areas, but also relies upon individual systems for the provision of these services. The characteristics of the land are less restrictive than the remainder of the City and can be described as rolling to gently-sloping, forested to pasture, or developed. Many of these properties have been disturbed by previous development, given the long history of settlement associated with the two (2) communities. There are a mix of uses ranging from single family residences on very small lots and three acre developments, commercial businesses, and institutional uses to agricultural lands. Access to this area is good due to its proximity to the two (2) State roadways and Manchester Road. With their traditional heritage as the commercial centers of the area, Pond, Grover, and the surrounding properties offer an excellent location for the Town Center, which would include a mix of high density residential developments and commercial uses of a neighborhood orientation. The density of residential

development should not exceed the R-6A 4,000 square foot Residence District (unless authorized by City Council as part of a site-specific ordinance) and would only be considered in this Town Center Area as part of a Planned Residential Development (PRD).

The intent of the Town Center is to create a center where a sense of community is established through the use of creative and innovative development features. These features will include: active and passive green space; interconnecting pedestrian pathways; family-owned and operated businesses; architecturally harmonious designs; integration and preservation of historical sites and local history; blending of local commercial development with appropriately buffered and situated residential development; an integrated system for sanitary and storm sewers; and protection of environmentally sensitive tracts. The Town Center should have a centralized area of park space that can be used as a gathering place for area residents to interact and truly develop a sense of place in their community, with plazas and mini-parks intermingled amongst future residential and commercial developments.

HISTORIC - This category contains properties or areas, which are listed on the City of Wildwood's Historic Register and can be located throughout the community, but only upon land zoned NU Non-Urban Residence District or the FPNU Floodplain Non-Urban Residence District, and not within the boundaries of the Town Center. The Historic Category is intended to provide property owners the opportunity to utilize their buildings, structures, or areas to a greater extent possible than normally allowed under their current Master Plan land use category or zoning district designation as an incentive for their preservation, protection, or adaptive reuse. Designation of properties or areas must meet the criteria listed in the Historic Preservation Ordinance for their nomination and consideration. The designation of properties or areas to this land use category must be approved by the Historic Preservation Commission, the Planning and Zoning Commission, and the City Council and only becomes effective when the owner agrees to have the property or area placed on the City's Historic Register and this designation is finalized. Future use of a historic property or an area will be premised on the surrounding land use pattern, access, utility service, and the sites' natural features and must provide a true community benefit for its consideration.

Conceptual Land Use Categories Map

The City's Charter is unique in that, when the voters of Wildwood approved it, it included a provision, which linked it to the Master Plan. This link was accomplished by adopting the Master Plan's Conceptual Land Use Category Plan as the Charter's Comprehensive Zoning Plan. Both of these plans, show as maps within each such document, create a legal requirement for land use decisions to correspond between these two (2) components. Therefore, the City Council cannot approve any zoning change that is inconsistent with the

Conceptual Land Use Category Plan of the Master Plan, which is set forth in the Charter. Zoning amendments contrary to these maps are prohibited and may only be made by first amending the Comprehensive Zoning Plan itself, so that these types of decisions are always supported by an established document. The City has, therefore, created a system of checks and balances that elevates land use decisions to a status of significance that few other cities have chosen to incorporate into these development processes.

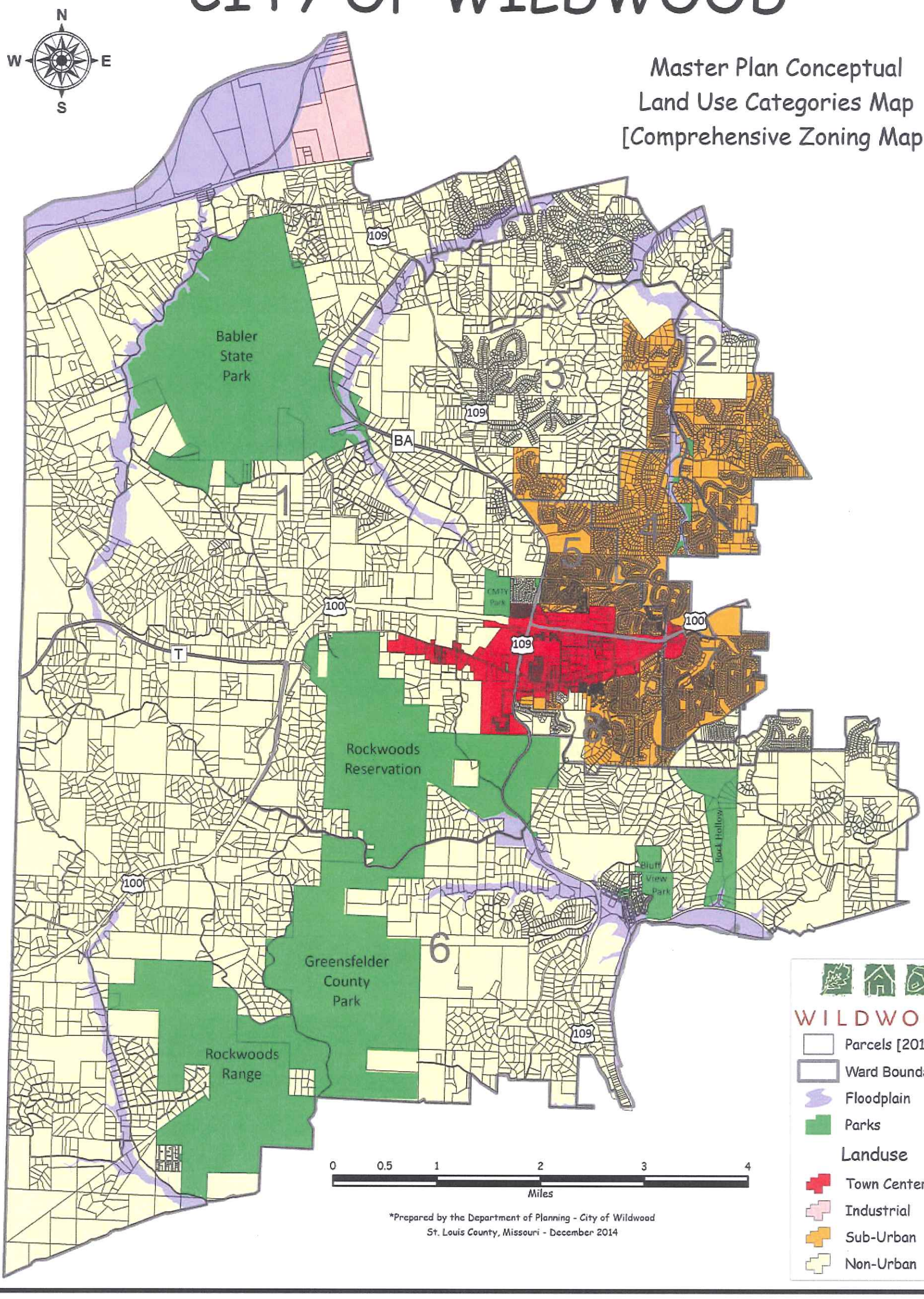
As the Master Plan Advisory Committee considered changes to the Conceptual Land Use Categories Map of this document, it recognized the significance of potential changes to property designations and chose to consider them carefully and based upon clear and rational criteria. This Master Plan represents the single most important representation of future land use over the next ten (10) year period. The protection offered by this Master Plan is expressed by the very limited number of changes that occurred to it in its first twenty (20) years of application (1996 – 2016). Providing property owners expectation on how parcels of ground may be utilized is one of the principal benefits of the City's planning processes. As a result of this process, and the importance of this Master Plan, the Master Plan Advisory Committee ultimately made very few changes to the existing Conceptual Land Use Categories Map. These changes are described in detail in Appendix I of the Master Plan.

Although some changes were made, based upon the data and comments compiled through the update process, future modifications to properties were also discussed in the context of a specific set of criteria premised on unique circumstances or specific conditions not anticipated at this time. In no instance did the Master Plan Advisory Committee agree the previous policies of St. Louis County should be used to justify a future change to the Master Plan's Conceptual Land Use Categories Map. The Master Plan Advisory Committee noted that certain higher density residential developments and isolated commercial projects do exist in locations designated Non-Urban Residential Area in the original Master Plan, as legal non-conforming uses, and creating these non-conformities at that time was an appropriate policy that should be continued. This policy protects the character of Wildwood from previous land use decisions that were made with little regard to the overall impact upon the larger landscape and enforces the City's direction to not continue this application. ~~Equally, the advisory committee did agree that surrounding land use, on one (1) properties (Property #9 in Appendix VI), could ultimately be considered as part of a land use change proposal, but only where its benefit to the community is clearly definable public safety considerations are substantial.~~

In all, this group of volunteers responded to the input it received from the public input sessions and respected the system of checks and balances in place, as part of the Master Plan and Charter of the City to protect the character of Wildwood and limit the number of overall changes relating to land use. This action is reflected in the revised Conceptual Land Use Categories Map that is part of this Master Plan.
Conceptual Land Use Categories Map on next page.

CITY OF WILDWOOD

Master Plan Conceptual
Land Use Categories Map
[Comprehensive Zoning Map]



*Prepared by the Department of Planning - City of Wildwood
St. Louis County, Missouri - December 2014

Policy Advisors

Assisting the volunteers in updating the Master Plan were a number of professionals from a broad range of backgrounds. These professionals provided valuable input, guidance, comments, and critiques of the recommended changes now contained in the Master Plan Update. These professionals are as follows:

Dr. Terry Jones, PhD.
Moderator of Update Process

Ryan S. Thomas, P.E., City Administrator
Community Services and Administration

Rob Golterman, Esq., City Attorney
Legal Consultant

Tim Tanner, Captain, St. Louis County Police - Wildwood Precinct
Police Services

Rick Brown, P.E. and P.T.O.E., Director of Public Works/City Engineer
Transportation Policies and Infrastructure Programming

Kathy Arnett, Assistant Director of Planning and Parks
Plan Coordinator and Web and Format Manager

Liz Weiss, City Clerk
Initial Plan Coordinator (now City Clerk)

Terri L. Gaston, Senior Planner
Mapping Services

Joe Vujnich, Director of Planning and Parks

Index of Appendices

APPENDIX I - Explanation of Conceptual Land Use Changes - Pg. 96

APPENDIX II – Resident and Business Surveys (2015) - Pg. 101

APPENDIX III – Parks and Recreation Action Plan (2007) - Pg. 119

APPENDIX IV – Town Center Plan (2013) - Pg. 145

APPENDIX V – City of Wildwood 5-Year Capital Improvement Program - Pg. 162

APPENDIX VI – Service Provider Comments - Pg. 172

APPENDIX VII - Zoning and Access and Mobility Plan Maps - Pg. 175

APPENDIX I

Explanation of Conceptual Land Use Changes

As part of the update of the Master Plan, the volunteer group assisting City officials and staff in considering changes to it studied the land use designations of all parcels of ground located within the boundaries of Wildwood. To accomplish this process, the Master Plan Advisory Committee considered a number of options to accurately understand the extent of changes and how the community might feel about any proposed modifications based on this input. The Master Plan Advisory Committee ~~developed tentative recommendations, but, after lengthy discussion and multiple public meetings within the various wards, it~~ decided to send to each household in the City a letter requesting ~~any additional~~ input on whether they would like to have their property reviewed in terms of its current land use designation or to offer opinions on whether or not land use changes should be considered and, if so, to what extent. This mailing involved over 13,000 households and was intended to bring the decision-making about the City's future to each property owner in Wildwood.

After providing approximately two (2) weeks for residents to respond to this letter and related request, the City received approximately fifty-three (53) responses. Of those fifty-three (53) responses, sixteen (16) letters specifically sought changes to their current land use designations under the existing Master Plan. These sixteen (16) properties are summarized on the next pages. During ~~September,~~ October, and November, the Master Plan Advisory Committee considered the input it had received from these sixteen (16) property owners and representatives and held meetings where these individuals presented rationales and supporting evidence on their individual requests. Ultimately, two (2) of these requests were determined to meet the high standard necessary for a modification of their respective "Conceptual Land Use Categories." ~~Additionally, this other parcel of ground was added due to its proximity to others being recommended for change (Missouri Department of Transportation garage).~~ With the desire of participating parties to maintain a high standard of expectation in terms of future land use in this City, changes to these designations were not taken lightly.

Sixteen (16) Properties Considered for Land Use Changes

Property Id. and Number	Location	Requested Master Plan Category Change	Action (N=no)
McCann- #1	Wild Horse Creek Road	Non-Urban to Sub-Urban	N
Abdiannia - #2	State Route 109	Text Change in Non-Urban	See Page 99
McCarthy/Dierberg - #3	Wild Horse Creek Road and State Route 109	Non-Urban to Town Center	N
Callahan - #4	Strecker Road	Text Change in Sub-Urban	N
Burtelow - #5	Clayton Road and State Route 109	Sub-Urban to Town Center	N
Passiglia - #6	Clayton Road and State Route 109	Non-Urban to Town Center	N
Virant - #7	Christmas Valley	Non-Urban to Sub-Urban	N
Payne Family Homes/Von Gruben- #8	State Route 109	Non-Urban to Sub-Urban	N
Blechle - #9	State Route 109	Non-Urban to Sub-Urban	N
Eckman - #10	State Route 109	Non-Urban to Sub-Urban	N
Payne Family Homes - #11	Manchester Road	Non-Urban to Sub-Urban	N
St. Albans Properties - #12	State Route 100 and State Route T	Non-Urban to Town Center	N
Brown - #13	West Avenue	Text Change in Sub-Urban	See Page 100

Manlin Development - #14	East Avenue	Town Center to Sub-Urban	Withdrawn by Petitioner
Bethesda Health Group - #15	State Route 109	Non-Urban to Sub-Urban	N
PWM Properties - #16	Valley Road	Non-Urban to Sub-Urban	N

The Master Plan Advisory Committee used the rationales highlighted within the tables on the subsequent pages for supporting changes to two (2) total properties (requests):

Property Receiving Favorable Land Use Recommendation

Property Id.	Abdiannia - #2
Location	Southeast intersection of State Route 109 and Wild Horse Creek Road
Current Designation	Non-Urban
Proposed Designation	Non-Urban, with a Text Modification
Comments	1otential precedence associated with this change is limited to one (1) additional property in the City of Wildwood, the Glencoe Post Office. 2. The alteration would allow for the future growth of the facility, ensuring its viability and avoiding a vacant, limited–use building type from creating other issues in the future. 3. The previous land use jurisdiction, St. Louis County, established the prohibition on alcohol sales at this location in 1987, while the types and numbers of businesses providing alcohol for sale have changed radically since then. Therefore, accommodating this change at this location for the sale of alcohol has a limited geographic impact.

Property Receiving Favorable
Land Use Recommendation

Property Id.	Brown - #13
Location	West Avenue, south of Manchester Road
Current Designation	Sub-Urban
Proposed Designation	Sub-Urban, with a Text Modification
Comments	1ed this requested change in the past. 2. The property abuts the Town Center Area on two (2) of its four (4) sides, a recently approved residential subdivision at the requested density of 1.75 units per acre, and an existing subdivision that mix of R-3 10,000 square foot Residence District and R-1 One Acre Residence District zoning designations. This allowance on the subject property would be consistent with such. 3. The site has access to an improved street and all utility services are available.

APPENDIX II

Resident and Business Surveys (2015)

Resident Survey

In March 2015, the Master Plan Advisory Committee commissioned a survey of all residents within the City of Wildwood to seek feedback on a number of topics relative to the Master Plan update. A postcard was mailed to each household in the City informing them of the survey and how they could access it. At the conclusion, seven hundred and one (701) responses were received.

Listed below are the forty-seven (47) questions posed in this survey and the responses by percentage. Due to rounding, not all percentages add up to 100%. Open-ended questions were also posed, and received two hundred thirty-two (232) responses. These responses are not part of this Appendix, but are available from the City Clerk.

Q1. How would you rate the City of Wildwood as a place to live?

Excellent	63.6%
Good	34.4%
Only fair	1.9%
Poor	0.1%
Don't know	0.0%

Q2. How would you rate the police services supplied by the City of Wildwood's contract with the St. Louis County Police Department?

Excellent	51.6%
Good	35.4%
Only fair	4.6%
Poor	1.1%
Don't know	7.3%

Q3. How would you rate the trail system within the City of Wildwood?

Excellent	48.2%
Good	37.9%
Only fair	7.0%
Poor	0.7%
Don't know	6.1%

Q4. How would you rate the residential trash collection services supplied by the City of Wildwood's contract with Meridian Waste Services?

Excellent	47.2%
Good	43.1%
Only fair	6.1%

Poor	1.9%
Don't know	1.7%

Q5. How would you rate snow removal on residential streets?

Excellent	33.8%
Good	44.1%
Only fair	10.1%
Poor	2.3%
Don't know	9.7%

Q6. How would you rate the City's maintenance of the streets and rural roadways it is responsible for?

Excellent	24.5%
Good	56.2%
Only fair	12.4%
Poor	3.1%
Don't know	3.7%

Q7. How would you rate the City's effectiveness in managing your tax dollars?

Excellent	17.8%
Good	50.8%
Only fair	12.1%
Poor	4.6%
Don't know	14.7%

Q8. How would you rate the City of Wildwood's government in getting advice and input from residents?

Excellent	30.4%
Good	41.1%
Only fair	14.3%
Poor	5.0%
Don't know	9.3%

Q9. How would you rate the management of stormwater runoff in Wildwood?

Excellent	13.3%
Good	45.2%
Only fair	10.1%
Poor	2.1%
Don't know	29.2%

Q10. How would you rate internet access at your residence?

Excellent	33.4%
Good	33.9%
Only fair	11.3%
Poor	14.0%
Don't know	1.4%

Q11. How would you rate the City of Wildwood's performance in preserving and conserving the natural environment?

Excellent	37.7%
Good	51.4%
Only fair	6.6%

Poor	1.4%
Don't know	3.0%

Q12. How would you rate how the City of Wildwood plans for your future?

Excellent	15.5%
Good	43.1%
Only fair	12.7%
Poor	3.1%
Don't know	25.5%

Q13. How would you rate the economic success of the City of Wildwood Town Center?

Excellent	9.8%
Good	44.2%
Only fair	24.8%
Poor	8.3%
Don't know	12.8%

Q14. How would you rate the City's recycling program?

Excellent	34.8%
Good	50.4%
Only fair	8.4%
Poor	1.7%
Don't know	4.7%

Q15. How would you rate the City's historic preservation efforts?

Excellent	22.4%
Good	46.1%

Only fair	7.4%
Poor	1.0%
Don't know	23.1%

Q16. How would you rate the bridges in the City of Wildwood?

Excellent	26.2%
Good	55.1%
Only fair	6.7%
Poor	1.9%
Don't know	10.1%

Q17. Future commercial and business development in the City of Wildwood should be restricted to the Town Center?

Strongly agree	27.2%
Somewhat agree	26.1%
Neither agree nor disagree	12.1%
Somewhat disagree	22.0%
Strongly disagree	12.6%

Q18. For properties located outside the Town Center Area, there should be no more than one unit per acre?

Strongly agree	28.4%
Somewhat agree	26.2%
Neither agree nor disagree	21.0%
Somewhat disagree	14.0%
Strongly disagree	10.4%

Q19. Wherever possible, existing and future utilities should be constructed underground.

Strongly agree	83.2%
Somewhat agree	13.4%
Neither agree nor disagree	2.4%
Somewhat disagree	0.7%
Strongly disagree	0.3%

Q20. Having a Metrolink Line should be one of the City of Wildwood's long-range goals.

Strongly agree	19.8%
Somewhat agree	18.4%
Neither agree nor disagree	14.7%
Somewhat disagree	16.1%
Strongly disagree	31.0%

Q21. Projects that connect existing trails should be given the highest priority in planning improvements in the existing system.

Strongly agree	26.3%
Somewhat agree	40.1%
Neither agree nor disagree	19.5%
Somewhat disagree	9.2%
Strongly disagree	5.0%

Q22. The City of Wildwood should build a recreation complex.

Strongly agree	25.0%
Somewhat agree	25.9%
Neither agree nor disagree	19.5%
Somewhat disagree	13.6%

Strongly disagree	16.0%

Q23. The City of Wildwood Master Plan needs a focused business development plan for the Town Center.

Strongly agree	36.5%
Somewhat agree	44.2%
Neither agree nor disagree	15.0%
Somewhat disagree	2.6%
Strongly disagree	1.7%

Q24. The City of Wildwood needs more housing that young families can afford.

Strongly agree	11.9%
Somewhat agree	23.0%
Neither agree nor disagree	31.9%
Somewhat disagree	20.2%
Strongly disagree	13.0%

Q25. The City of Wildwood sponsors community events like BBQ Bash, Founders Day, and a concert series. Does the City sponsor too many events, too few, or about the right amount?

Too many events	3.7%
Too few	11.3%
About the right amount	80.7%
Don't know	4.3%

Q26. How important is it the City of Wildwood government place more emphasis on environmental sustainability?

Extremely important	22.8%
Very important	35.5%

Somewhat important	31.1%
Not very important	7.9%
Not at all important	2.7%

Q27. Do you think the City of Wildwood's enforcement of codes for residential property is too strict, about right, or not strict enough?

Too strict	13.2%
About right	59.4%
Not strict enough	11.9%
Don't know	15.5%

Q28. Do you think the City of Wildwood's enforcement of codes for commercial property is too strict, about right, or not strict enough?

Too strict	12.8%
About right	45.2%
Not strict enough	10.0%
Don't know	32.0%

Q29. Do you think the City of Wildwood needs more neighborhood parks, fewer neighborhood parks, or does it have about the right amount?

Needs more neighborhood parks	45.2%
Fewer neighborhood parks	4.5%
It has about the right amount	45.1%
Don't know	5.2%

Q30. In general, do you think the City of Wildwood's land use policies are too strict, about right, or not strict enough?

Too strict	18.7%
About right	48.7%

Not strict enough	9.8%
Don't know	22.8%

Q31. What's your opinion about having higher density residential development in the Town Center?

Strongly favor	9.1%
Somewhat favor	26.4%
Neither favor or oppose	24.1%
Somewhat oppose	22.1%
Strongly oppose	18.2%

Q32. How important is it that the City of Wildwood seek to have the St. Louis County Public Library build a facility in the Town Center?

Extremely important	16.5%
Very important	17.2%
Somewhat important	30.2%
Not very important	24.9%
Not at all important	11.2%

Q33. The City of Wildwood receives most of its general revenues from two sources: its share of the County-wide sales tax pool and gross receipts taxes on utilities, like electricity and telephones. It does not have a property tax—those dollars go to other jurisdictions like school districts and fire protection districts.

Knowing that and considering the services you receive from the City of Wildwood compared to the taxes you pay to the City, does your household receive more than its money's worth, somewhat more than it's money's worth, somewhat less than its money's worth, or less than its money's worth?

More than its money's worth	8.1%
Somewhat more than its money's worth	35.3%
Somewhat less than its money's worth	21.3%
Less than its money's worth	12.4%

Don't know	23.0%

Q34. How much do you think the roundabouts on Highway 109 have helped traffic?

A great deal	29.5%
Somewhat	35.6%
Not very much	12.8%
Not at all	13.3%
Don't know	15.5%

Q35. How familiar are you with the City of Wildwood Master Plan?

Very familiar	9.2%
Somewhat familiar	45.8%
Not very familiar	32.4%
Not at all familiar	12.5%

Q36. About how many times have you visited the City of Wildwood website during the past twelve months?

20 times or more	9.8%
10 to 19 times	15.9%
5 to 9 times	24.9%
3 to 4 times	27.2%
1 to 2 times	17.3%
Not at all	4.9%

Q37. How would you rate the City of Wildwood's website?

Excellent	10.8%
Good	70.7%

Only fair	11.4%
Poor	2.3%
Have not visited the City's website	4.8%

Q38. The City of Wildwood sends a newsletter the "Gazette" to each resident three times a year. Over the past twenty-four (24) months, have you rad all of them, most of them, one or two of them, or none of them?

Read all of them	55.6%
Read most of them	27.2%
Read one or two of them	11.5%
Read none of them	5.6%

Q39. How would you rate the City of Wildwood's newsletter, the Gazette?

Excellent	25.6%
Good	63.0%
Only fair	6.1%
Poor	0.6%
Have not read the Gazette	4.8%

Q40. How often do you get news about the City of Wildwood through Facebook, Twitter, or other social networking sites?

Regularly	12.1%
Sometimes	14.1%
Hardly ever	20.2%
Never	53.6%

Q41. What is the best way for the City of Wildwood to get information to you?

The City's website	19.9%
The Gazette	22.6%

Mailings from the City	26.2%
Reader boards along roadways	3.7%
Social Media (like Facebook or Twitter)	12.4%
Other	15.1%

Q42. Here is a map of the City of Wildwood's eight wards. Which ward do you live in?

Ward 1	18.3%
Ward 2	4.2%
Ward 3	10.7%
Ward 4	5.8%
Ward 5	7.7%
Ward 6	11.6%
Ward 7	4.2%
Ward 8	14.8%
Can't tell from the map	22.8%

Q43. How long have you lived in the City of Wildwood?

5 years or less	22.5%
6 to 10 years	19.2%
11 to 19 years	27.9%
20 or more years	30.4%

Q44. Do you have any children eighteen or younger living at home?

Yes	44.2%
No	55.8%

Q45. How did you find out about this survey? Check all that apply.

Postcard mailed to my residence	53.4%
Noticed on the City of Wildwood website	18.5%
A friend or neighbor mentioned it	11.0%
Other	28.4%

Q46. If you would like to continue to receive information about the Master Plan Update and other City of Wildwood activities, please provide your e-mail address in the box below.

Provided email address	44.1%
Did not provide email address	55.9%

Q47. The Master Plan Advisory Committee thanks you for taking the time to express your views. If there is anything else you would like to add, just type your response in the box below. *Note: these transcribed comments are not part of this appendix, but are available by request through the City Clerk's office.*

Provided comment	33.1%
Did not respond	66.9%

Business Survey

The business survey was available from May 19, 2015 to June 10, 2015 and notifications were sent to two hundred thirty-seven (237) Wildwood businesses and not-for-profit entities. At the conclusion of the survey, sixty-five (65) responses were received. This represented a 27.6% response rate.

The surveys sought a 3:1 standard. The three-to-one ratio is based on the proposition that having at least three favorable/positive responses for every one unfavorable/negative reply is an ambitious, but achievable standard for municipal service/facility performance. Although higher ratios are of course possible, it would not be reasonable to consider an organization subpar for failure to accomplish them.

The following ratings met the 3:1 standard:

- Bridges
- City publications
- City website
- Historic preservation
- Parking, street lighting
- Physical attractiveness
- Police services
- Preservation/conservation
- Providing information
- Snow removal
- Staff contact quality
- Stormwater control
- Street/roadway maintenance
- Trail/sidewalk access

The three (3) highest ratings for 3:1 ratios:

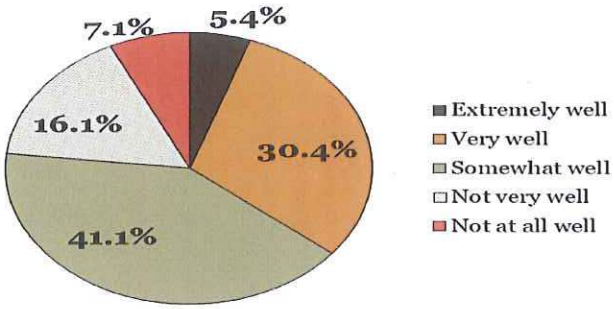
1. Police Services supplied by St. Louis County (Ratio: 54.87/1.00) with 92.3% responding that service is 'Excellent' or 'Good.'
2. Physical Attractiveness of Business Area (Ratio: 19.39/1.00) with 89.2% responding that the attractiveness is either 'Excellent' or 'Good.'
3. Preserving/Conserving Natural Environment (Ratio: 18.41/1.00) with 84.7% responding that this effort is either 'Excellent' or 'Good.'

The following ratings did not meet the 3:1 standard:

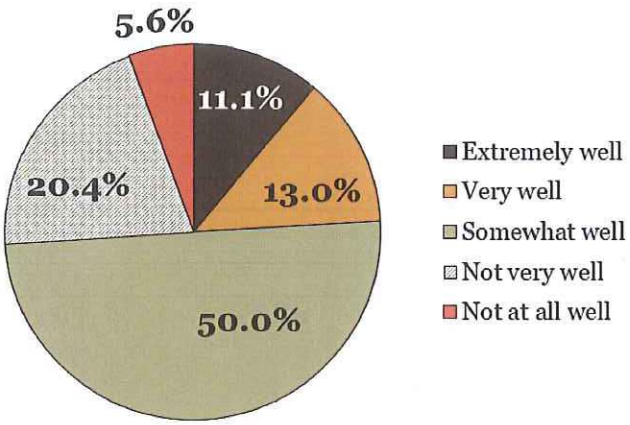
Service	Excellent/Good	Only Fair/Poor	Ratio
Internet Access	72.3%	24.6%	2.94/1.00
Event Promotion	71.9%	28.0%	2.56/1.00
Managing Tax Dollars	55.4%	27.7%	2.01/1.00
Planning for the Future	47.7%	33.8%	1.41/1.00
Town Center Success	53.8%	46.1%	1.17/1.00
Getting Advice and Input from Business	44.9%	47.0%	0.96/1.00

The following two (2) graphs identify the responses relative to **Support for the Environment.**

1. Balance between protecting the environment and helping business develop:



2. Emphasis on environmental sustainability:



Business and not-for-profit responders also noted the following:

- A strong majority (68%) say City taxes and fees on business are about right and less than one-third (30%) think they are too high.
- More businesses report "Getting a permit or license to open, operate, or expand a business" is easy (48%) than say it is difficult (30%).
- A narrow majority (52%) say the City's code enforcement for commercial properties is about right and 48% find it too strict.
- A clear majority (60%) think the City's regulation of business (such as signs, hours of operation, and outdoor patios) is too strict with less than a third (32%) saying it is about right.

Relative to their location, businesses noted the following:

- Their current business location does not meet their business needs very well or not at all well - 7%
- They are not very likely to relocate their business outside the City during the next few years - 71%
- The City will be the same or an even better place to do business five years from now - 92%

Four (4) factors were identified citing what businesses like best about Wildwood:

1. Physical setting
2. Small town ambience
3. Location
4. People

The survey results identified four (4) areas where businesses and residents disagreed in their responses:

1. Future commercial and business development in the City of Wildwood should be restricted to the Town Center. 35% of residents disagreed with this statement, while 68% of business responders disagreed.
2. For properties outside the Town Center Area, there should be no more than one unit per acre. 24% of resident responders disagreed with this statement, while 61% of businesses disagreed.
3. The City of Wildwood needs more housing that young families can afford. 35% of residents agreed with this statement, while 59% of business responders agreed.
4. Businesses are more likely to consider the City's land use policies to be too strict. 19% of residents agreed with this statement, while 48% of business responders agreed.

Those businesses and not-for-profit agencies that were surveyed, provided the following responses:

Proposal/Question	Agree	Disagree	Neutral
Whenever possible, existing and future utilities should be constructed underground.	79.6%	7.5%	13.0%
The City of Wildwood should build a Recreation Complex.	48.1%	29.7%	22.2%
The City of Wildwood Master Plan needs a focused business development plan for the Town Center.	75.9%	7.4%	16.7%
Having a Metrolink line should be one of the City of Wildwood's long-range plans.	25.9%	61.1%	13.0%
Opinion on having higher density residential development in the Town Center.	46.3% in favor	22.3% oppose	31.5% neutral
Should most community events (i.e. BBQ Bash, Founders Day, and concerts) be held in the Town Center or at many different locations.	59.30% in Town Center	40.70% in many locations	

Finally, businesses and not-for-profit responders collectively noted their primary concern as the existence of an adequate customer base. They also noted the City can increase its promotion efforts and simplify its regulations as ways to assist its businesses.

APPENDIX III

Parks and Recreation Action Plan (2007)

Foreword

Citizens Committee for Park Progress

City of Wildwood, Missouri

September 20, 2007

On February 7, 1995, after several years of the St. Louis County Council's approval of every developer's request for zoning changes to eliminate the Non-Urban District (minimum three (3) acre lot size), the citizens of West County got the chance to vote on the formation of a new city. The measure passed with a 61% majority and the City of Wildwood was born. This successful vote would not have been possible without the dedicated effort of the citizens, who gathered signatures on petitions, and researched the legal requirements of incorporation to make the dream a reality.

These were heady, euphoric days, when various citizens' committees drafted the Master Plan, and studied various ways to manage development, while keeping the beauty of Wildwood intact. These concepts are expressed in two (2) of the five (5) objectives in both the Original and Revised Master Plans as follows:

* "Preservation and conservation of the natural environment."
* "Residential and commercial development consistent with long-range planning and prudent land utilization."

Most Wildwood residents have chosen to live in this area because of its unique natural beauty, offering a rural country lifestyle well within commuting distance of jobs, schools, shopping, entertainment, and their friends in urban areas. Now that the ground work has been established, it is time to consider the needs of an expanding population, especially those families with children. Over half of the households in Wildwood have at least one (1) child under the age of eighteen (18).

The results of the 2007 survey of randomly-sampled households and the public input forums indicate there is strong support for additional local parks and recreational facilities in Wildwood. With the rising cost of land and increasing demands from residents, now is the time to address additional parks and recreational amenities within Wildwood, in keeping with the desires of the community and its motto..."Planning Tomorrow Today."

Executive Summary

The Citizens Committee for Park Progress has worked for approximately one (1) year defining the future of park and recreation efforts in the City of Wildwood. This group undertook a lengthy public comment process, culminated by a professionally designed and administered random survey to approximately three thousand (3,000) households in the City. The outgrowth of this public comment effort was significant input from residents of the City of Wildwood regarding their opinions about park facilities, recreation programs, acquisition efforts, and financing. Collectively, the Committee recognized the need for a citizen-based plan that would create support within all sectors of the community and ultimately be viewed by its users as a fair and representative document that reflected the unique circumstances that define the City of Wildwood, i.e. its land, interests, and

current conditions.

The Citizens Committee for Park Progress developed an Action Plan that contains four (4) points this group believed were essential for the City Council to implement over a total of two (2), five (5) year renewals. The four (4) Action Point areas are as follows:

Programming - Partner with the other providers to create the greatest range of programming opportunities possible for residents, beginning with the Wildwood Family YMCA, the Pond Athletic Association, the Rockwood School District, and the St. Louis Community College.

Facilities - Expand current commitments to development of all types of trail systems (pedestrian, bicycle, equestrian) in the City of Wildwood, which are intended to link all public park spaces and population centers together, along with implementing the recently adopted "Access and Mobility Plan."

Acquisition - Identify and prioritize locations for future park land acquisitions, with the first action to be the acquisition of a parcel of ground, of a size to accommodate a community park, within the central area of the City (proximity to State Route 100 and State Route 109 and environs).

Funding - Implement the necessary steps to promote the presentation of a park sales tax to the voters of Wildwood, no later than the November 2008 General Election, for use in the development of parks facilities and recreation programs, to include staffing, maintenance, and other expenses.

Each of the Action Points contain information relating to how the recommendations were developed, identifies the supporting information used in creating these points, and establishes timeframes for their implementation. In completing this plan, the Committee entertained any and all opinions, comments, and input from all participants to create a community-based planning process that was intended to generate interest by users and support from the community.

The other desire of the Committee was to create a reasonable set of recommendations under the four (4) Action Points that recognized certain controlling parameters that exist relative to specific facilities and programs for this City. The members of the Committee recognized the need to have adequate funding sources in place for current and future facilities and programming, thereby guaranteeing a quality environment for users and neighbors and superior maintenance and upkeep of them over time. The Committee believes that, with the current assets that are identified in the plan and the proposed recommendations, Wildwood's goal of a world-class system of park facilities and recreational opportunities will become reality.

Introduction

Wildwood is a unique community, which benefits from the rolling and hilly woodlands of the Ozark Foothills. The City was founded to provide for development that will preserve the natural environment. The City recognized that parks and recreational facilities are necessary to maintain a healthy and viable community, and that residents need and want such amenities. Therefore, two (2) volunteers from each ward were selected by the Mayor and approved by City Council to form the independent Citizens Committee for Park Progress ("CCPP"). Building a parks and recreation program commensurate with these unique attributes of Wildwood's government and area were the goals of the volunteers that formed the CCPP. With these goals identified and supported, this group

began the formation of the Action Plan with the acknowledgment that Wildwood is a unique community of environments, people, and opportunities and its parks and recreation offerings would be an extension of them.

The CCPP does not believe the City's park improvements and recreation programming should attempt to replicate existing facilities available elsewhere, but provide opportunities that would address gaps or shortfalls, while maximizing current assets, such as the eleven (11) square miles of public space, and also address the defined priorities of the respective wards and their residents, which can reasonably be met. This acknowledgement is based upon a reasonable analysis of future needs and capabilities of Wildwood, since it currently has no property tax to support governmental programs, including recreational types, and facilities.

Key decisions have been discussed by the CCPP to create this Action Plan, which is premised on a number of resources that were collected over the course of an approximately one (1) year timeframe. These resources included a professionally administered, statistically valid survey that was sent to approximately three thousand (3,000), randomly-sampled households in the City (the "survey"); two (2) public input forums held in the community; a Service Providers Open House and letter; comment forms on the City's website; and regularly scheduled meetings of the CCPP, which were open to the public. These resources were intended to provide all who had any interest in parks and recreation activities an opportunity to participate in providing input into the development of the Action Plan. At the end of this process, the CCPP had received input from all of these resources, along with responses that followed accepted guidelines in terms of design, administration, and analysis to create a ninety-five (95) percent confidence level in its results for the entire population of the City of Wildwood (survey instrument, Executive Summary, Survey Analysis, and Market Segmentation Sections are contained in this plan's appendices).

Furthermore, the CCPP also challenged all participants not to limit themselves to previously accepted patterns of park development and recreational programming and disregard conventional wisdom on funding, financing, and partnerships, so as to explore all avenues that may be available to the City to create a diverse, safe, and acceptable set of facilities, amenities, and programs for residents and non-residents of Wildwood. To address these challenges, the CCPP met with experts in the fields of open space, partnering, facility development and management, and finance to better understand current trends in the development and implementation of park facilities and recreation programming, along with future changes that might influence the Action Plan in the next five (5) to ten (10) years. These experts, along with the aforementioned resources, allowed the CCPP to have a thorough understanding of the opportunities and challenges facing the City of Wildwood in providing for greater facilities and programs for residents and visitors to the community. Therefore, this Action Plan reflects the respective input, experience, and projections of the community of experts and participants, including residents of the City of Wildwood, for the purposes of creating a world-class system of facilities and programs for the defined and targeted populations.

Opportunities for Residents

In creating this Action Plan, the CCPP would note the City of Wildwood is not without many of the components of creating this world-class system of park facilities and recreation programs already. This situation allows the City a level of flexibility and creativity in finding new opportunities to address the desires of residents for facilities and programs. In considering the components that currently exist in the City, the CCPP identified the following assets:

1. Over eleven (11) square miles of publicly-held open space, which includes Babler State Park (2,441 acres); Rockwoods Reservation (1,881 acres); Rockwoods Range (1,388 acres); and Greensfelder County Park (1,583 acres). Additionally, the State of Missouri and St. Louis County have other facilities in the City, including Packwood Park (undeveloped) and Howell Island (Missouri Department of Conservation Area).
2. Two (2), neighborhood-sized City parks, which includes Anniversary Park (Clayton and Strecker Roads) and Old Pond School Park (Manchester Road).
3. Al Foster Memorial Trail and Trailhead, including over twenty (20) acres of additional land in the Glencoe Area of the City.
4. Additional land area banked in the areas of Strecker Road and Clayton Road (Woodcliff Heights Park Property), Chesterfield Valley (Kohn Memorial Park), and Bridge Park (north entry of pedestrian bridge across State Route 100).
5. Future park properties in Wildwood Square Commercial Area, near planned Farmers Market Facility, and Homestead Estates Subdivision.
6. Over ten (10) miles of multiple use trails in Town Center Area and environs, including the pedestrian bridge.
7. Wildwood Family YMCA facility located on State Route 109 in the City's Town Center Area.
8. Over eight (8) Rockwood School District sites, which include athletic fields, swimming pools, outdoor running tracks, and many other amenities.
9. St. Louis Community College's Wildwood Campus, with public space and meeting rooms.
10. Over sixty (60) current recreational programs offered by the City of Wildwood to residents and non-residents alike, highlighted by the annual Wildwood Celebration.
11. Over seventeen (17) places of worship offering recreational programming and facilities for Wildwood residents.
12. Monarch-Chesterfield Levee and planned trail system.
13. St. Louis Southwestern Railroad right-of-way, providing an opportunity for future trail system between Labadie, Missouri and Creve Coeur County Park.
14. Meramec and Missouri Rivers and related floodplain.
15. Hidden Valley Golf and Ski Resort on Alt Road within the City of Wildwood.
16. Rock Hollow Trail and Park Property (Great Rivers Greenway and St. Louis County) – also known as Zombie Road.
17. Over one hundred fifty (150) centerline miles of public rights-of-way for multi-modal use.
18. Wabash-Frisco and Pacific Mini-Gauge Railroad Facility in the Glencoe Area.
19. Pond Athletic Association and its lighted playing fields.
20. Camp Wyman

All of these facilities have amenities located within them as well. These amenities range from swimming pools to equestrian trails and related facilities. With these existing amenities already located in the City of Wildwood, residents and non-residents already have a comprehensive array of facilities and programs available to them for use and enjoyment. Building on these facilities, programs, and amenities is a major goal of the CCPP and allows for unique opportunities for partnering and providing other facilities and programs not readily or currently available in the City or local region.

Not identified in this list of opportunities are surrounding cities, which also have excellent systems of parks and recreation facilities and programs. Many of these facilities are located within close proximity of the City of Wildwood and a short drive from residents' homes and nearby businesses. Many of the City's residents already take advantage of these facilities, particularly the major

swimming pool complexes, and related programs. Other cities graciously provide excellent opportunities to Wildwood residents.

Regionally, the City is also fortunate to be located in a metropolitan area that is rich in recreational opportunities, as well. The St. Louis Metropolitan Region has an extensive system of public park holdings, which range from areas like Forest Park to the Katy Trail. The region also provides a diverse and comprehensive offering of recreational programs and opportunities for all age groups, while also being nationally recognized for its high school and college sport programs, club programs, and age appropriate programs for seniors. Along with these facilities and programs, the St. Louis Metropolitan Region has three (3) of the larger river systems in the United States within it, i.e. Mississippi River, Missouri River, and the Meramec River. These river systems provide ample boating, fishing, and wildlife viewing opportunities unrivaled elsewhere in the country. The CCPP believes the local and regional opportunities provide an exceptional foundation for the future of Wildwood's expanded system of parks and recreation facilities and programs.

Challenges for the Future

The CCPP also chose to define the challenges that exist for Wildwood and the impacts they may create in implementing this Action Plan. These challenges do not necessarily present impediments to the implementation of this Action Plan, but are addressed or recognized, since their influence was considered significant enough to justify their identification. These challenges were discussed and collectively identified for the purposes of this plan and include the following:

1. The reluctance of voters to endorse certain types of taxes to support parks and recreation efforts in the City of Wildwood.
2. The diversity of the population failing to gain consensus on certain issues relating to facilities and programs and losing opportunities for development and growth.
3. The competition for available sites with private developers and institutional users.
4. The lack of cooperation between other governmental units and service providers on exploring and establishing partnering opportunities for Wildwood residents.
5. The conflict of providing facilities for convenience sake, when other providers offer them within a short commute of Wildwood.
6. The nature of competitive grants and the challenges presented by these processes, particularly in terms of timing.

As reflected in the survey conducted in March 2007 through April 2007, the residents of Wildwood have a strong support for park and recreation opportunities in the City, but show a reluctance to support them by any other means than grants and fees to users. Along with this major consideration, the residents have also indicated in this survey, and by other available forums, that certain facilities are preferred, but often are the most costly to construct, operate, and maintain. These challenges and the others listed above were discussed at length by the CCPP and addressed in the Action Points outlined below. In addressing these challenges, the CCPP also believed, if duly recognized, they could be changed into positive attributes and further the City's desire to host a world-class park system.

Timelines for Implementation and Use

In the course of creating this Action Plan, the CCPP worked to ensure its Action Points could be achievable in a reasonable timeframe. The first step in this effort was to recognize the need to review and update the Action Plan on a five (5) year basis to gauge successes and failures in implementing and completing the Action Points. In considering this five (5) year review cycle, the

CCPP believed it was a long enough timeframe to allow progress to be made on the plan's relative Action Points. This timeframe is still short enough to integrate new ideas and trends into them; alter direction on items or considerations associated with them, particularly if these items are not realizing success or lack support among residents or elected officials; gauge successes and build upon the key ingredients associated with them; and create interest in the Action Plan by keeping it a part of the City's active planning programs. With a five (5) year review window, the CCPP remains assured that Action Points will be addressed appropriately for the future in terms of implementation and application.

Another major point in this effort was to establish reasonable expectations and timelines for implementation of the plan's Action Points, based upon available resources. The CCPP's determination was that each of these recommendations should be analyzed and categorized based upon immediate, intermediate, and long-term priorities. The members of CCPP believed this hierarchy would allow for the development of a two (2) tiered approach to acquiring property for future facilities, building new venues for all ages, and creating recreational programs over the next five (5) and ten (10) year periods of time. This two (2) tiered approach also offered the CCPP a manner to address one (1) of the major challenges it faced, which was creating a financing plan that anticipates current levels of revenues and resources, with no change. The plan also addresses the situation if new types are established, and a program for implementation, if these sources are created for use within the community. The CCPP took this approach, given the results of the survey of households in Wildwood, which indicated some supported new taxes for the purposes of parks and recreation efforts. Therefore, under each Action Point, the implementation strategy is based upon current funding sources, if no new funding options are created for parks and recreation efforts and, another, if new avenues of revenues are established. Each implementation strategy in the respective tier of an Action Point is then identified from a standpoint of immediate, intermediate, or long-term timeframe[1].

Much of the CCPP's work was premised on understanding the relationship of availability of funding to the extent of facilities, programs, operations, and maintenance that could be expected. The survey indicated a significant level of support for park facilities and recreational programs, but funded through grants, gifts, fees, and other charges, with limited interest for future tax increases, particularly on real property. Regardless of the sources, the CCPP remained committed to providing a park and recreation system that would meet the desires of residents, while acknowledging that partnering with other providers and not replicating existing facilities and programs could not meet all of Wildwood's needs in terms of park facilities and recreation programs.

[1] Immediate timeframe = Years 1 to 2; Intermediate timeframe = Years 3 to 5; and Long-Term timeframe = Years 6 to 10.

Concurrence and Overall Direction

The CCPP worked to create an Action Plan that accounted for all of the respective input it had received from a number of sources and a deliberative process of discussion at its meetings. All of the Action Points that are included in the Action Plan reflect a consensus on the item by the members of the CCPP. If an Action Point is included in the plan, the CCPP believed it met a high level of support in the community and would address a missing component of facility, program, or service sought by the residents of Wildwood. Collectively, the Action Plan was created through a process of study, discussion, and acceptance among the sixteen (16) volunteers representing each of the City's eight (8) wards (two (2) from each ward appointed by the Mayor and approved by the City Council).

The CCPP submitted this Action Plan to the City Council for consideration and action, with the expectation that each of the Action Points, whether accomplished under current requirements of funding or through a future source, as well as in an established timeframe, would be equally supported by elected officials. The CCPP developed this expectation from the knowledge that parks and recreation opportunities are expected by Wildwood residents and they are an integral part of building a community that is diverse in its interests and fun for all. Overall, the outcome of this planning process was the development of a document that offers a mix of facilities, activities, and opportunities, based upon the input of the community. A key issue in the development of Action Points is the assumption that the principles of the incorporation of Wildwood would be exercised by the City officials and staff in implementing them, so as to provide the greatest number of resources at the least cost.

Action Plan Components

Action Point Number #1 - Recreational Programs and Target Populations

Goal: To offer a broad range of programs to all residents of Wildwood that may be added or eliminated, as new interests are defined among targeted populations over time.

Recommendations: Partner with the other providers to create the greatest range of programming opportunities possible for residents, beginning with the Wildwood Family YMCA, the Pond Athletic Association, the Rockwood School District, and the St. Louis Community College; Establish, as part of these partnerships, opportunities for residents to obtain these services and programs from these other providers at reduced or subsidized levels by creating financial agreements with said entities; Increase programming emphasizing fitness and wellness for children, teens, and families (as funding is provided), which would include fitness walking, aquatics, hiking, biking, and equestrian rides; Construct facilities that are commensurate and appropriate for the programming efforts that are in place and planned for the future by the City of Wildwood; Create new recreation programs that foster opportunities for community gatherings and encourage a sense of place for residents, old and new; and Promote new recreation programs that provide opportunities that are not currently available within the City and surrounding area, so as to complement, not compete, with other providers.

Timeline Tier Level(s): Current

Priority: Immediate Term

Support Information: The Parks and Recreation Survey indicated that over seventy (70) percent of respondents supported providing programs for six (6) to twelve (12) year olds, teenagers, and families (in order of priority). Additionally, the overwhelming majority of these same respondents supported creating programs for residents first and others after. Along with these two (2) considerations, the households that were surveyed felt that a broad diversity of programs providing experience levels from beginners to advanced, versus just introductory, should be the focus of the City in this regard. Public input forum participants expressed strong support for the programs that are currently provided by the City of Wildwood, but noted lack of equestrian activities at this time.

Supplemental Factors:

⇒ Residents (primary service group)

1. With limited resources at this time, the City should focus on a qualitative versus quantitative approach in current programming efforts.
2. Current programs continue to grow and receive positive feedback from participants.
3. Other opportunities to provide more and broader recreation program offerings should always be explored through a systematic review, on a yearly basis, similar to the Capital Improvement Program of the City of Wildwood.

⇒ Younger age groups and families

1. Demographic characteristics indicate a high percentage of households within the City have children.
2. These populations will need a diversity of programs to meet their anticipated needs.

⇒ Partnerships

1. Partnerships extend through all aspects of the City's programming efforts in its recreation activities.
2. Establish partnerships with service providers already located in the City, such as the Rockwood School District, the Pond Athletic Association, the Wildwood Family YMCA, the Missouri Department of Conservation, and the Missouri Department of Natural Resources, and others.
3. Other service providers have expressed interest in partnering with the City of Wildwood in this area.

Assumptions:

1. The allowance for growth in programs will primarily be based upon availability of funding to support them.
2. The current programs should be continued and improved, based upon year-end evaluations in terms of attendance and related feedback from participants.
3. Engaging residents in enjoyable, safe programs builds support for parks and recreation facilities and activities within the community.
4. The provision of recreation programs provides a medium to grow community spirit and recognition of Wildwood.

Action Point Number #2 – Type and Extent of Facilities

Goal: To provide a range of facilities at locations throughout the City that offer ample space for recreational buildings, and programs, while creating passive areas as well, particularly in environmentally sensitive portions of the publicly-owned properties.

Recommendations: Expand current commitments to the development of all types of trail systems (pedestrian, bicycle, equestrian) in the City of Wildwood, which should eventually link all public park spaces and population centers together, and follow the recommendations of the recently adopted "Access and Mobility Plan;" Develop a Facilities Plan that is coordinated with the acquisition policies and actions of the City; Provide facilities that are accessible, adaptable, and flexible, so as to maximize their use regardless of the season of the year, such as, but not limited to, playgrounds, trails (all types), picnic areas, outdoor ball fields/soccer fields, outdoor/indoor swimming pools, tennis courts, equestrian facilities, fishing lake, and barbeque pits; Actively explore a partnership with the Wildwood Family YMCA in their planned expansion of their current facility; Establish a minimum of three (3), new neighborhood-sized parks in the City of Wildwood within the next five (5) years, with their locations based upon projected population densities; Require the provision of playgrounds, pavilions, and barbeque pits in all public space areas located within new residential subdivisions, as well as in all planned City facilities; Create a plan and working committee of interested parties to develop a major outdoor swimming pool/water park facility within the next ten (10) years in the City of Wildwood through a partnership with the Wildwood Family YMCA, the Rockwood School District, and the St. Louis Community College; and set aside a proportion of future park properties for passive activities and limited use, particularly on land areas where topography or other physical characteristics are environmentally sensitive.

Timeline Tier Level(s): Future

Priority: Intermediate to Long Term

Support Information: The Parks and Recreation Survey indicated a broad range of interests in the City of Wildwood, with a very active population in terms of their use of current facilities, both here in this community and the surrounding area. The Service Providers' Open House, as well as comments from these other entities, indicates a willingness on the part of them to partner with the City of Wildwood in a number of different venues, facilities, and improvements. At the two (2) public forums held by the CCPP, the majority of participants spoke in favor of equestrian trails and facilities, along with multiple-use trails and an outdoor swimming pool. Comments received from other sources, such as the City's website, indicate certain respondents prefer facilities that are not currently readily available, such as dog and skate parks, golf courses, river access points, ice rinks, and community event rooms.

Supplemental Factors:

⇒ Park Types

1. The respondents to the survey noted the need for a large, community-sized park for the City of Wildwood.
2. Input received from the community indicated a desire for additional neighborhood and pocket type parks for the future, in close proximity to their neighborhoods.

⇒ Passive and active types

1. The diversity of environments on properties in Wildwood will almost always dictate a portion of any property will have a mix of favorable and unfavorable topography and other physical features.
2. The development of a single, larger park property should accommodate the type of facilities identified by the CCPP for inclusion, while preserving an ample area for passive purposes (described by respondents of the survey as "essential to very important").
3. The respondents of the survey noted that "acquiring additional greenways, open space, and parks should be prioritized over developing recreation centers for indoor activities."

⇒ Playgrounds

1. The provision of playgrounds garnered the highest level of support in the survey (69% viewed it as "essential to very important").
2. The location of neighborhood parks appear to be best suited in higher density areas of the City, where the population is the greatest and the largest number of residents can be served.
3. The application of the City's new Public Space Requirements of the Zoning Ordinance will continue to provide an appropriate vehicle to obtain these types of facilities in new residential and mixed use projects.

⇒ Pavilions/Barbeque Pits

1. The success of Anniversary Park and the Old Pond School are indicative of the need that has been identified in the community, as a function of the survey.

⇒ Athletic fields

1. Over fifty (50%) percent of respondents to the Parks and Recreation Survey identified outdoor ballfields as "essential or very important."
2. Approximately forty (40%) percent of respondents to the Parks and Recreation Survey identified outdoor soccer fields as "very important."
3. The Pond Athletic Association, Babler State Park, the Rockwood School District, and the Wildwood Family YMCA (at LaSalle Institute) provide a limited number of these types of fields in the City of Wildwood.
4. The City often has received comments from residents about the need for athletic fields for many years.

⇒ Trails

1. The level of support for additional trails was high by respondents to the Parks and Recreation Survey at approximately fifty-six (56%) percent.
2. The most popular activity identified in the survey of households in the City is using trails (73%).
3. The City of Wildwood has over ten (10) miles of multiple-use trails, with many more miles located in the four (4), major public holdings in this community (Babler State Park, Rockwoods Reservation, Rockwoods Range, and Greensfelder County Park).

⇒ Other facilities

1. The survey of households indicated that three (3) in ten (10) residents felt a multiple use recreation or community center was "essential."
2. The information provided by invited speakers and members of the CCPP indicated larger facilities seldom operate without subsidies from general revenue funds of the cities that have constructed them.
3. Those households that responded to the Parks and Recreation Survey identified skate parks (16%), dog parks (just over 25%), boat launches (20%), equestrian trails (10%), and an equestrian facility (9%) were given the lowest importance ratings of all facilities identified (over sixteen (16) were listed in the survey).

Assumptions:

1. The development of facilities will require the greatest amount of expenditures, immediate and long-term, for construction, operation, and maintenance than all other costs associated with its parks and recreation efforts. Therefore, a revenue source must be in place not only to address capital improvements, but the on-going operation and maintenance of these facilities, buildings, and structures.
2. The availability of other facilities within Wildwood, and surrounding cities, offers opportunities for an immediate impact to residents, if specific arrangements can be developed with other providers on use accommodations by City officials. However, when partnering with other providers, the missions of the different entities can sometimes compete or cause problems and should be considered in the development of these relationships.
3. The inclination of the CCPP members was to provide parks and park amenities first, with facilities to follow thereafter. The overarching desire of the CCPP members was to provide a facility large enough to allow for flexibility and adaptability in its use.
4. The City of Wildwood has an aging population that favors certain facilities over others.

Action Point Number #3 – Acquisition Policies and Programs

Goal: To provide land area for future park properties to support facilities and programs.

Recommendations: Identify and prioritize locations for future park land acquisitions, with the first action to be the acquisition of a parcel of ground, of a size to accommodate a community park, within the central area of the City (proximity to State Route 100 and State Route 109 and environs) or the acceptance of land-banked property from another governmental entity, i.e. St. Louis County's Packwood Park; Set aside revenues in each fiscal year, as part of the capital improvements budget, to expand current efforts in terms of its property acquisition programs, particularly in the Glencoe Area of Wildwood; Partner with the Open Space Council of Greater St. Louis to pursue landbanking of environmentally sensitive sites for passive recreational areas; Continue the application of the Public Space Requirements of the City's Zoning Ordinance; and Pursue gifts and donations from landowners in the City by offering tax benefits, naming opportunities, life estates, conservation easements, or other incentives for their consideration.

Timeline Tier Level(s): Current and Future

Priority: Immediate, Intermediate, and Long Term
Support Information: Survey results indicated residents want acquisition of properties that are substantial in size, as well as others for the creation of more neighborhood sized park areas (one (1) to five (5) acres); larger park properties should be diverse in character to provide active and passive spaces; and participants at the two (2) public forums wanted immediate action.
Supplemental Factors:
⇒ Location(s) in Town Center, a Central Site, and/or Elsewhere in Wildwood

1. The development of a single central site along the State Route 100 corridor, near its intersection of State Route 109.
2. The development of several, neighborhood park sites, particularly in the area of major subdivision developments in the vicinities of Manchester Road, Clayton Road, and Valley Road.

⇒ Affordability

1. The cost per acre/square foot for land area must balance against accessibility, physical features, availability, and adaptability for future use category, i.e. mini-park, neighborhood, and/or community.

⇒ Types of Facilities and Programs (dictate size requirements)

1. The respondents to the survey indicated general support for the following facilities: trails, all types; playgrounds, including pavilions, picnic tables, and barbecue pits; outdoor swimming pool and water park; athletic fields; and a recreational complex.

Assumptions:

1. The cost of land in the City of Wildwood continues to increase and dictates the need for the City to act promptly on property acquisitions.
2. The City of Wildwood does have land area of all sizes that is currently available for any of its future acquisition efforts.
3. The investment of the City into property can only be viewed as positive from all perspectives.

Action Point Number #4 – Funding Sources and Application Policies
Goal: To develop and maintain funding sources, along with programs for grants, gifts, and donations, to meet the recreational and fitness needs of residents through a system of park facilities and recreation programs.
Recommendations: Implement the necessary steps to promote the presentation of a park sales tax[2] to the voters of Wildwood, no later than the November 2008 General Election, for use in the development of parks facilities and recreation programs, along with staffing, maintenance, and other expenses; Continue to fund current programs and efforts through a combination of the general revenue and capital improvement budgets of the City; Establish a line item in the Department of Planning and Parks budget for advertisement and promotion of opportunities to participate in a gifts/donations program for public lands; Accept gifts and donations from all sources for non-acquisition types of efforts, along with creating programs to administer such activities, including defining incentives to encourage them; Provide programs for landbanking, conservation easements, life trusts, and others as a means to acquire property in a collaborative atmosphere with their respective owners; Plan and establish reliable revenue sources, including user fees, for the funding of operational and maintenance costs associated with recreation programs and related facilities; and Pursue all grants that are available from the myriad of resources at all levels, including local, State, and federal.
Timeline Tier Level(s): Current
Priority: Immediate term
Support Information: The Parks and Recreation Survey indicated limited to just over a majority of

support for new taxes of any kind. The Service Providers' Open House, as well as comments from these other entities, suggests that partnering and sharing of facilities may be the most advantageous manner to address major facilities in the future. At the two (2) public forums held by the CCPP, the majority of participants spoke in favor of parks and stormwater tax, and against any type of property tax. Comments received from other sources, such as the City's website, indicate residents support parks and recreation efforts, more so than other governmental buildings or similar capital outlays.

Supplemental Factors:

⇒ Grants, gifts, and donations

1. The City of Wildwood has received millions of dollars in grants for its current system of multiple-use trails and parks from a variety of sources.
2. The locations of Anniversary Park and Old Pond School were gifts to the City by their respective owners.
3. The existence of Great Rivers Greenway and the Municipal Park Grant Commission offer ample opportunities to continue to construct a world-class trail system in the City of Wildwood.

⇒ General revenue funds

1. The City currently budgets approximately $260,000 for its parks and recreation efforts. This amount is approximately 3.4% of the overall General Fund for Fiscal Year 2007.
2. This amount of money for Fiscal Year 2007 is the greatest, since the incorporation of the City.
3. The respondents to the survey indicated that nearly two-thirds of them were in favor of using the City's general revenue funds, despite potential reductions in funding for other services.

⇒ Parks and stormwater sales tax

1. The anticipated revenue from this source for the City of Wildwood was estimated at approximately $750,000 [based upon 2007 revenues] and does require the action of registered voters via an election (simple majority required for passage).
2. This tax is authorized by State Statute and utilized by a number of communities in the area, including the Cities of Ballwin, Chesterfield, and Ellisville.
3. The parks and stormwater sales tax is dedicated to these activities only and can be used to leverage greater borrowing in the future.

⇒ Other sources, i.e. bond issue for land purchase and major facilities

1. The use of bonds for construction of major facilities has been used by many communities over the years, but requires voter approval.
2. The City of Wildwood has an excellent credit rating and low bond encumbrance, which would allow it to use this method of financing.
3. The market for municipal bonds is generally good.
4. The available resources to fund acquisition and the construction of facilities are diverse, but the costs associated with these activities continue to rise.

Assumptions:

1. The use of grants and gifts to further the parks and recreation efforts of the City must always be an integral part of any planning effort.
2. The CCPP recognized the difficulty of seeking support for a property tax increase for the purpose of expanding its park facilities and programming offerings.
3. The amount of user fees will not cover the operation and maintenance of larger park properties or facilities.
4. The design of any future comprehensive program for park facilities and lands must take into account their immediate and long-term maintenance and operation.

2 This sales tax, if approved, should be structured to be solely dedicated to parks funding and contain no sunset clause, thereby ensuring monies for on-going maintenance of properties and related improvements.

Implementation and Plan Updates

The CCPP has spent approximately one (1) year reviewing the data relating to the City of Wildwood, the surrounding area, St. Louis County, and the St. Louis Metropolitan Region to understand park and recreation trends, facilities, programs, and efforts currently underway or planned for the future. In addition to this data collection effort, the CCPP held public forums with the residents and other park and recreation providers, which also involved conducting a City-wide survey of households, to better understand what opportunities exist and what residents want now and in the future. Furthermore, the CCPP held numerous meetings to understand how best to serve Wildwood, while maintaining the key tenants of its Master Plan, Parks and Recreation Plan, and Access and Mobility Plan. All told, the group of volunteers serving on this CCPP undertook a painstaking effort to define all the options, issues, and opportunities for the City of Wildwood, as it embarks on upgrades and expansions of its parks and recreation offerings over the next five (5) to ten (10) years.

As a result of this effort, the CCPP created this Action Plan, which is reflective of the collective thinking of this group. The members of the CCPP believed the best approach to achieving success in implementing the recommendations of the Action Points were to categorize them first as "current and future" endeavors and then establish within these broad timelines priorities therein, specifically, immediate, intermediate, and long-term types. Therefore, if an Action Point is identified as "Immediate/Short," the CCPP believed this item should be acted upon by the City Council and Department of Planning and Parks staff as quickly as possible and be the focus of its efforts now, and until completed or implemented. Those Action Points, with ranges of times and priorities, would then follow. This prioritization was done with the intent to assist the City Council in its efforts, but certainly not to challenge its authority in this regard. The CCPP believes this type of prioritization was part of the charge given to its members when the City Council formed it in June 2006. ***However, in no case, did the CCPP specifically bind the City Council to appropriate funds beyond its advisory authority.***

The implementation of this Action Plan should begin immediately, once adopted by the City Council. The CCPP designed this document to provide direction for an immediate five (5) year time window, while also creating a ten (10) year sunset. At the end of five (5) years, it is the opinion of the CCPP members that all of the "Intermediate/Short-term" priorities should be completed, with Future/Medium and Long-Term priorities begun, with an anticipated completion sometime thereafter. Although with regards to some recommendations within the four (4) Action Points, these timelines are aggressive, the CCPP believed it was best to encourage action rather than delay.

Additionally, the CCPP has made recommendations regarding updates and reviews of this plan, both annually and at the end of the first five (5) year period of time. The CCPP believes it is critical to the success of this document to have these regular reports to the City Council on the status of the Action Points and their recommendations, thereby allowing unexpected circumstances to be addressed, current programs improved, and new trends incorporated into them as well. At the first five (5) year anniversary, the CCPP fully expects, like at each of the annual reports to City Council by Department of Planning and Parks staff, certain recommendations will be enacted or implemented, and others underway, while all planned for the future. The five (5) year update will also allow for a thorough review of the Action Points and any major alterations to be made. Keeping the Action Plan germane, fresh, and a part of the community's collective memory, is the stated desire of the members of this CCPP.

Summary and Conclusions

The members of this CCPP were asked by the City Council at the start of this process to provide to it a plan for the expansion, improvement, and sustainability of a parks and recreation effort that meets the residents' needs in almost all ways. Recognizing the unique nature of the City of Wildwood, from its founding to the manner in which it provides services, the CCPP recognized this Action Plan would not create a typical parks and recreation profile in terms of the types of facilities, parks, and programs that would be offered. Respective of Wildwood's natural beauty, environmentally sensitive lands, small staff, and privatization goals, the CCPP relied heavily on resident input in making its recommendations and chose those considerations best suited to the aforementioned characteristics of this City. Similarly, the CCPP believed that partnering opportunities with a host of other governments, private, not-for-profit organizations, and other service providers was the best, and quickest, way to meet current and future residents' needs.

In considering the components of the four (4) Action Points of this plan, and the numerous recommendations contained in each, the CCPP did reach a consensus on this document, as well as what it believed should be the City of Wildwood's first steps in its implementation. In creating these first steps, the CCPP again referenced the survey results from the randomly-sampled households in the City, the input from the public forums, and Service Provider's Open House, along with comments provided throughout the process, to draw these final conclusions. Accordingly, the CCPP supports the following priority steps:

Programming - Partner with the other providers to create the greatest range of programming opportunities possible for residents, beginning with the Wildwood Family YMCA, the Pond Athletic Association, the Rockwood School District, and the St. Louis Community College.

Facilities - Expand current commitments to development of all types of trail systems (pedestrian, bicycle, equestrian) in the City of Wildwood, which are intended to link all public park spaces and population centers together, along with implementing the recently adopted "Access and Mobility Plan."

Acquisition - Identify and prioritize locations for future park land acquisitions, with the first action to be the acquisition of a parcel of ground, of a size to accommodate a community park, within the central area of the City (proximity to State Route 100 and State Route 109 and environs).

Funding - Implement the necessary steps to promote the presentation of a park sales tax to the voters of Wildwood, no later than the November 2008 General Election, for use in the development of parks facilities and recreation programs, along with staffing, maintenance, and other expenses.

The CCPP believes these components of the Action Points are where the City of Wildwood needs to begin its new efforts in providing parks and recreation opportunities commensurate with all of its other current services in this community.

The CCPP would like to thank the City Council, and its members, for the opportunity to provide this Action Plan to it for consideration, and the latitude given to it in completing this task. The members appreciated the flexibility they were allowed in creating this plan, the Action Points, and recommendations associated therein by the City Council. No preconceived notions or requirements

were placed upon the CCPP by the City Council, nor was influence exerted in this process to add, subtract, or otherwise alter the plan's outcome. To the members of this CCPP, the City Council's desire for their opinions, shown by allowing this freedom in developing this plan, was greatly appreciated and recognized. With the conclusion of this planning effort, the CCPP believes the City, and its leaders, are now in a position to create a world-class park and recreation system in Wildwood by utilizing existing park lands and facilities, partnering with other providers, and building/adding new lands, facilities, and programs attune to the unique character of the City and this area of west St. Louis County.

APPENDIX IV

Town Center Plan (2013)

The Town Center Plan will establish a long-term development philosophy that promotes the establishment of mixed-use communities consistent with the concepts of "Town Center Planning." Incumbent to the selection of the "Town Center Planning" concepts for use in the City's proposed Town Center was the belief that current suburban development practices predominant in the region and elsewhere were not appropriate for this new community. These existing practices favor the strict segregation of land uses, which assumes all travel to and from destinations will be accomplished by the automobile. Therefore, all design criteria for their development reflects an insensitivity toward the pedestrian and other modes of transportation and creates a streetscape that is less than pleasing to the eye. Accordingly, the City of Wildwood has attempted to redress this conventional wisdom by employing a different set of criteria for future development in the Town Center.

In applying the concepts of "Town Center Planning," several principle tenets were formulated to guide development. These tenets include the following:

1. Neighborhood Design - all neighborhoods should be pedestrian-friendly, with the use of multiple access points for vehicles. The use of cul-de-sacs should be discouraged.
   - ♦ Parking should be located to the side or rear of buildings. On-street parking is encouraged in these areas as well.
   - ♦ Building locations should be as close to the right-of-way as possible and at a scale and size consistent with the concepts of "Town Center Planning."

   Variations to these building requirements along State Route 100 and State Route 109 may be considered on a case-by-case basis by the Planning and Zoning Commission.

2. Green Space - all neighborhoods should have abundant public/open space and it should be incorporated into all designs. Development designs permitted by the Town Center densities will require a greater need for public/open space. The dedication of areas for use as public/open space must be incorporated as focal points in the overall development scheme of each individual project, which is part of the larger neighborhood fabric. Additionally, these areas shall be capable of providing a varied use in terms of active recreational opportunities, and not all be property significantly restricted by environmental features.

   Existing vegetation shall be preserved whenever possible. Credits for preserving existing vegetation shall be given to developers to offset City imposed requirements from the Tree

Manual.

Developments adjoining State Route 100 and State Route 109 shall comply with the City's stated intent to plant and improve these corridors into greenscape areas which are consistent with the concept put forth by the community in its grant application to the Missouri Department of Transportation.

Dedication of land or impact fees may be required for the purchase of off-site properties.

3. Architecture - all neighborhoods should adhere to the specific architectural guidelines of the Town Center Plan in terms of signage, lighting, fencing, and building styles and designs. Lighting design shall reflect the nature of use in the area and promote visibility in commercial areas and safety in residential locations, reduce night glow, and spillage of light onto adjacent properties.

4 Land Use - all activities allowed by the Town Center zoning designations should be compatible with the existing land use pattern on adjoining properties. Certain uses are permitted by right within each of the respective land use designations proposed as part of the Town Center Plan. Other more intensive uses which require special consideration and review will only be authorized as part of a Conditional Use Permit. These uses which require a permit include certain commercial uses with large building footprints, drive- through facilities in conjunction with any authorized commercial use, and other higher intensity or problematic use characteristics. Intense commercial uses should be limited to a small number of districts located toward the perimeter of the Town Center (Manchester Road, State Route 100, State Route 109, and Taylor Road), while other business activities should be fully cohesive with the remaining land uses to form a traditional Town Center.

Incumbent to creating this traditional Town Center, a true mix of uses must be provided by limiting a percentage of housing types and commercial uses allowed in any one given area. Therefore, all properties will either be designated Commercial, Workplace, Neighborhood Center, Neighborhood General, Neighborhood Edge, Public/Open Space or Cultural/Institutional. Regardless of designation, existing neighborhoods should be preserved. The attached Land Use Designation Parcel Map (Attachment Three) shall establish permitted uses for all properties within The Town Center.

5. Streets and Sidewalks - all public improvements shall comply with the Town Center specifications in their construction.

Street trees, lighting, furniture, and other items shall adhere to the Streetscape Design Standards of the City. The layout of streets will adhere to a grid pattern, but not necessarily rectangular in shape. The existing network of streets, including Taylor Road, will form the basis of the future layout of all new roadways. New streets shall be linked to this existing network.

Curb cuts shall be minimized along the main thoroughfares, such as Taylor Road, as well as State Routes 100 and 109, wherever possible, by promoting shared access between properties or the use of lanes serving the rear of properties.

Traffic Generation Impact fees may be imposed to address the impact of any new development in the Town Center.

6. Infrastructure - all storm water management improvements shall comply with the Town Center specifications in their construction.

   Regional facilities are preferred over individual site improvements. In-stream detention will only be considered when regional benefits to the storm water collection and management system clearly outweigh the impact to the natural environment of that location. The system of natural streams and creeks shall be preserved, whenever possible. Setbacks from these features will be reviewed on a case-by-case basis relative to the goals of regional detention/retention. Impact fees may be imposed as a part of any development in the Town Center to address off-site impacts to fund construction of regional detention.

   The installation of new or the improvement of old utility systems and lines shall be placed underground in conduits within City-owned rights-of-way.

   The development of public sewer systems to serve growth in the Town Center area are encouraged and preferred within the Metropolitan St. Louis Sewer District's boundary.

7. Historic District - all developments located within the Historic District shall be consistent with the overall period of architecture chosen for this area. The reuse and restoration of historic structures and buildings is encouraged.

Town Center Regulations

With the adoption of the Town Center Plan Boundary Map, Neighborhood Design Standards and Architectural Guidelines, Street Network Map, and Land Use Designation Map, any new zoning of parcels of land after this action and any development within the Town Center shall comply with this Town Center Plan. The Town Center District Zoning Ordinance is anticipated to formalize many of these policies into detailed regulations. In those instances where regulations may not be appropriate for adoption as part of the Zoning Code, such as design specifications for streets, utilities, and other public improvements, they will be incorporated into the appropriate manual for use.

The policies in the Town Center Plan are intended to cover all aspects of the development of properties within the Town Center Boundary and create the appropriate setting to achieve the stated goals of this plan and promote and apply the principles of "Town Center Planning" in this area, while protecting the community from previous land use policies established in this City by the former jurisdiction.

· The Historic District shall permit zoning under the Historic Neighborhood Center, Historic Neighborhood Edge, Cultural/Institutional, and Open Space categories.

Boundaries of the Town Center

The boundaries of the area within the City of Wildwood designated as The Town Center and subject to Town Center Zoning and Regulations shall be the area and parcels of ground designated on the Town Center Boundary Map.

Neighborhood Design Standards and Architectural Guidelines

The Town Center the Neighborhood Design Standards and the Architectural Guidelines are adopted in principle by the Town Center Plan. These standards and guidelines will be formalized with the passage of the Town Center Zoning Ordinance. These standards and guidelines will address all aspects of development within the Town Center Boundaries, but modifications consistent with the Town Center Plan principles will be considered on a case-by-case basis relative to the site's size, location, physical characteristics, surrounding land use pattern, and access, infrastructure, and utility options. Individual merit of the request will only be considered.

Land Use Activities within the Identified Categories

The following categories are hereby established for the area of the City designated as the Town Center, with corresponding permitted land use activities identified for each as well. These categories and activities are applicable only to properties within the Town Center Boundaries. Lot sizes, widths, and depths and other similar criteria shall be as established in the Neighborhood Design Standards of the Town Center Plan.

Town Center Categories	***Land Use Activities***
Downtown	**********

(Downtown District allows a larger building footprint for certain uses)

Commercial Land Use Activities	*Animal Hospitals & Veterinary Clinics*
	Art or Photo Studios or Galleries
	Bakeries
	Barber & Beauty Shops
	Cleaning, Pick-up Stations
	Coffee Shops
	Department or Discount Stores
	Filling Stations for Automobiles
	Financial Institutions w/ Drive-thru Facilities
	Flower or Plant Stores
	Hotels

[2] Certain activities have been determined to be appropriate only under a set of specific and special conditions which are needed because of the type of use, the location of the use, the characteristics of the use, and the development pattern around the use dictate a greater need of control. These activities shall be permitted only by Conditional Use Permit (including planned zoning expressly authorizing the activity) for their development or establishment in the applicable Land Use Designation where they may exist. The criteria for approving a Conditional Use Permit shall be described in 1003.181 of the City of Wildwood's Zoning Code and may be granted only where consistent with the principles established by this Master Plan.

Town Center Categories	***Land Use Activities***
Downtown District (continued)	**********
Commercial Land Use Activities (continued)	*Music or Dancing Academies* *Office/Warehouse Facilities* *Parking Areas* *Parking Garages* *Professional Offices including medical and dental* *Professional Offices, not medical or dental* *Recreational Facilities, including indoor theaters and outdoor activities* *Research Laboratories & Facilities* *Restaurants, including fast food, w/ Drive-thru Facilities* *Restaurants, including fast food, but w/o Drive-thru Facilities* *Restaurants, no fast food* *Sewage Treatment Facilities* *Stores and Shops for Retail Purposes* *Stores, Shops, and Open-Air Markets for Retail Purposes* *Taverns, Cocktail Lounges, Night Clubs, or Microbreweries* *Vehicle Service Centers*
Cultural/Institutional Land Use Activities	**********
	Child Care Centers *Churches* *Civic Buildings (government)* *Park & Open Spaces; Public and Private areas* *Post Offices* *Public and Other Utility Facilities* *Scenic Areas*

Town Center Categories	***Land Use Activities***
**********	**********
Workplace District **Commercial Land Use Activities**	*Animal Hospitals & Veterinary Clinics* *Art or Photo Studios or Galleries* *Bakeries* *Barber & Beauty Shops* *Cleaning, Pick-up Stations* *Coffee Shops* *Filling Stations for Automobiles*[1] *Financial Institutions w/ Drive-thru Facilities* *Financial Institutions w/o Drive-thru Facilities* *Flower or Plant Stores* *Music or Dancing Academies* *Office/Warehouse Facilities* *Parking Areas* *Parking Garages* *Professional Offices including medical and dental* *Professional Offices, not medical or dental* *Recreational Facilities (no indoor theater or outdoor activities)* *Restaurants, including fast food, but w/o Drive-thru Facilities* *Restaurants, no fast food* *Sewage Treatment Facilities* *Shops for Artists and Similar Specialties* *Stores and Shops for Retail Purposes* *Stores, Shops, and Open-Air Markets for Retail Purposes* *Taverns, Cocktail Lounges, Night Clubs, or Microbreweries* *Vehicle Service Centers*[1]

Town Center Categories	*Land Use Activities*
Workplace District (continued)	**********
Cultural/Institutional Land Use Activities	*Child Care Centers* *Churches* *Civic Buildings (government)* *Park & Open Spaces; Public and Private areas* *Post Offices* *Public and Other Utility Facilities* *Scenic Areas*
**********	**********
Neighborhood General District	
Commercial Land Use Activities	*Art or Photo Studios or Galleries* *Bakeries* *Barber & Beauty Shops* *Cleaning, Pick-up Stations* *Coffee Shops* *Financial Institutions w/o Drive-thru Facilities* *Flower or Plant Stores* *Office/Warehouse Facilities* *Parking Garages* *Professional Offices, not medical or dental* *Restaurants, no fast food* *Sewage Treatment Facilities* *Shops for Artists and Similar Specialties* *Stores, Shops, and Open-Air Markets for Retail Purposes*
Cultural/Institutional Land Use Activities	**********
	Child Care Centers *Churches* *Civic Buildings (government)* *Libraries* *Nursing Homes* *Park & Open Spaces; Public and Private Areas* *Scenic Areas* *Schools*

Town Center Categories	*Land Use Activities*
Neighborhood General District (continued)	**********
Housing Land Use Activities	*Multi-Family Residential (live/work, rowhouses, and apartments)* *Single-Family Attached* *Single-Family Detached* *Accessory Dwelling Units* *Bed and Breakfasts* *Group Shelters* *Home for the Aged* *Home Occupations*
**********	**********
Neighborhood Edge District	
Commercial Land Use Activities	*Sewage Treatment Facilities*
Cultural/Institutional Land Use Activities	**********
	Cemeteries, Mausoleums *Child Care Centers* *Churches* *Civic Buildings (government)* *Libraries* *Park & Open Spaces; Public and Private Areas* *Scenic Areas* *Schools*
Housing Land Use Activities	**********
	Single-Family Detached *Accessory Dwelling Units* *Bed and Breakfasts* *Group Shelters* *Home for the Aged* *Home Occupations*

Town Center Categories	***Land Use Activities***
**********	**********
Cultural/Institutional District	
Commercial Land Use Activities	*Art or Photo Studios or Galleries*[1]
	Bakeries[1]
	Barber & Beauty Shops[1]
	Cleaning, Pick-up Stations[1]
	Coffee Shops[1]
	Filling Stations for Automobiles[1]
	Financial Institutions w/ Drive-thru Facilities[1]
	Financial Institutions w/o Drive-thru Facilities[1]
	Flower or Plant Stores[1]
	Hotels[1]
	Music or Dancing Academies[1]
	Professional Offices, including medical or dental[1]
	Professional Offices, not medical or dental[1]
	Recreational Facilities, including indoor theaters and outdoor activities[1]
	Recreational Facilities (no indoor theater or outdoor activities)[1]
	Research Laboratories & Facilities[1]
	Restaurants, including fast food, w/ Drive-thru Facilities[1]
	Restaurants, including fast food, but w/o Drive-thru Facilities[1]
	Restaurants, no fast food[1]
	Shops for Artists and Similar Specialties[1]
	Stores and Shops for Retail Purposes[1]
	Taverns, Cocktail Lounges, Night Clubs, or Microbreweries[1]

Town Center Categories	*Land Use Activities*
Cultural/Institutional District (continued)	**********
Cultural/Institutional Land Use Activities	*Cemeteries, Mausoleums*[1] *Child Care Centers*[1] *Churches* *Civic Buildings (government)* *Colleges, Universities* *Libraries* *Museums* *Nursing Homes* *Park & Open Spaces; Public and Private Areas* *Philanthropic Institutions*[1] *Post Offices* *Public and Other Utility Facilities1* *Recreational Fields* *Scenic Areas* *Schools*
Housing Land Use Activities	**********
	Multi-Family Residential (live/work, rowhouses, and apartments) *Single-Family Attached*[1] *Single-Family Detached*[1] *Home for the Aged*[1]
**********	**********
Pond Historic District **Commercial Land Use Activities**	*Art or Photo Studios or Galleries* *Bakeries* *Barber & Beauty Shops* *Cleaning, Pick-up Stations* *Coffee Shops* *Parking Areas* *Professional Offices, not medical or dental* *Restaurants, no fast food* *Sewage Treatment Facilities* *Shops for Artists and Similar Specialties*

Town Center Categories	*Land Use Activities*
Pond Historic District (continued)	**********
Cultural/Institutional Land Use Activities	*Cemeteries, Mausoleums* *Child Care Centers* *Churches* *Civic Buildings (government)* *Libraries* *Park & Open Spaces; Public and Private areas* *Scenic Areas*
Housing Land Use Activities	********** *Multi-Family Residential (live/work, rowhouses, and apartments)* *Single-Family Detached* *Accessory Dwelling Units* *Bed and Breakfasts* *Group Shelters* *Home Occupations*

NOTE: All Land Use Categories other than "Downtown" shall permit building footprints in excess of 10,000 square feet only by Conditional Use Permit.[1] Uses in the "Downtown" District shall permit building footprints in excess of 40,000 square feet only by Conditional Use Permit.[1]

[1] Certain activities have been determined to be appropriate only under a set of specific and special conditions which are needed because of the type of use, the location of the use, the characteristics of the use, and the development pattern around the use dictate a greater need of control. These activities shall be permitted only by Conditional Use Permit (including planned zoning expressly authorizing the activity) for their development or establishment in the applicable Land Use Designation where they may exist. The criteria for approving a Conditional Use Permit shall be described in 1003.181 of the City of Wildwood's Zoning Code and may be granted only where consistent with the principles established by this Master Plan.

Designation of Land Use for Specific Properties Within Town Center

The land use designations described in this Appendix are established for all properties located in the Town Center boundary. These land use designations correspond to the identified Town Center Categories and Land Use Activities noted above ~~and are identified by a specific parcel number as indicated in the text set forth in the town Center Plan Phase II Report dated February 3, 1998 and on file with the City Clerk~~. Minor boundary adjustments of each Town Center Category may be necessary on a case-by-case basis, where appropriate, and shall not be deemed a violation of this plan and may be accommodated without a map amendment.

Street Network Plan

The avenues, streets, roads, and lanes set forth on the Town Center Street Network Map are established as the planned street layout of the Town Center, subject to the qualifications and modifications noted below. New and modified streets constructed as part of any development should be expected to meet the general guidelines of the Town Center Plan in terms of location, purpose, and design, unless better alternatives are available. The exception to the adoption of this roadway network is the deletion of the system of grid streets in the area served by the Niere Acres Drive. This area will be served by the existing private roadway only and individual residential driveways, where needed. Additionally, the roadway network was not intended to extend the

existing stub street in Old Grover Estates from its terminus at the northern property line to the proposed Main Street. Concerns relative to traffic volumes and safety were the reasons for this modification. All other stub streets in this development would be connected as part of the Town Center's network of roadways.

Other roadways were also proposed as part of the engineering study completed by the City's consultant in this matter, which are shown on the Street Network Map and hereby adopted in principle. However, these roadways are to be reviewed on a case-by-case basis relative to the development of the individual properties where interest is centered. The development of these roadways, along with the desired open space areas and pocket parks indicated as a part of each, will be premised on their need or utility to achieve the goals of the Town Center planning concept and compliance with engineering standards proposed as part of this process.

The following additional street considerations are incorporated in the Street Network Map:

Crestview Lane - extension of this existing private roadway to the east and west to intersect with the proposed Taylor Road and State Route 109. This roadway will be the Main Street/Neighborhood Boulevard as described in the Street Specifications of the Town Center Plan.

Pond-Grover Loop Road - extend existing street to the south and east to connect with Taylor Road.

New Unnamed Roadways (as described by property location) -

- Schneider Property - two (2) new additional north-south roadways, which intersect the Main Street.
- RDR Property - new roadway from Amoco Oil Company facility to Eatherton Road.
- Properties along the north side of Crestview Lane - parallel roadway along State Route 100. This roadway will be located between Eatherton Road and the proposed Taylor Road.
- Properties owned by Greenberg Development Company and Covert-Corsair - three (3) north-south roadways and two (2) east-west roadways. Two (2) of the north-south roadways intersect Manchester Road, west of Village Hills Parkway.
- Greenberg Development Company Property (east side of Taylor Road) - two east-west roadways and one (1) north-south roadway. The two (2) east-west roadways intersect the proposed north-south roadway which ends at Manchester Road.
- Jones Family Properties - one (1) east-west roadway which extends across State Route 109 into the Bower tract of land. This roadway will extend from Taylor Road to State Route 109 then onward to the western end of the Town Center.
- Properties around Old Grover Estates - extension of existing stub streets to surrounding roadway system. The western stub street will turn to the south and intersect Manchester Road.
- St. Onge Property at the southwest corner of State Route 100 and State Route 109 - one (1) east-west roadway and one (1) stub to the south.
- Slavik Property - two (2) north-south roadways and one (1) east-west roadway. One (1) of the north-south roadways connects to Manchester Road.
- Properties located in the Northwest Quadrant of Manchester Road and State Route 109 - one (1) east-west roadway. Starts at Manchester Road and connects to the north-south roadway on the Slavik tract of land.

Development Policies for Established Neighborhoods in the Town Center

Special additional development policies shall apply when development is planned near or affecting existing residential neighborhoods. These policies are intended to promote the concepts of "traditional town planning," while protecting existing neighborhoods and the overall character of the area. Most important of these development policies which must be considered when applying the concepts of Town Center planning to properties within its boundaries is the appropriate transitioning of lot sizes around established neighborhoods, such as Old Grover Estates, Meadows at Cherry Hills, Lindy Lane, Niere Acres Drive, and Crestview Lane. The intent of transitioning lot sizes is to preserve the character of existing neighborhoods which have limited or no redevelopment potential or represent exactly the type of areas the Town Center planning process is trying to achieve, such as Niere Acres and Lindy Lane in particular. Where these circumstances exist, developing properties must reflect an appropriate lot size and density as not to impact the existing character of the area.

Additionally, the development of property near existing residential neighborhoods shall particularly require the dedication of appropriate areas of open space to serve the Town Center community. The areas intended for public use have been partially identified as part of future land use designations for all properties in the Town Center. Additionally, the provision of other open space areas on individual development sites, where applicable and functional, must also be considered. These smaller areas may include portions of developed properties where improvements permit, such as parking areas, pedestrian walkways, and others.

Two (2) other policies to be used in the development of properties in the Town Center include the following:

- the definable portions of any walkable neighborhood must have an appropriate mix of land uses. Therefore, the development of one type of housing unit to the point of shifting this balance should not be considered.

- the layout of streets to serve uses in the Town Center area must be respectful of and take into account appropriate block sizes (length and width) to accommodate proposed Neighborhood Design Standards for different lot types and always promote connectivity of them throughout its boundary.

APPENDIX V

City of Wildwood 5-Year Capital Improvement Program

Planned Project Expenditures

Roadway Improvements

Project Name	Source Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Manchester Road Bike Lanes—Construction	Local/Grant	1,200,000				
Manchester Road Streetscape Phase 3—Right-of-Way	Local	90,000				
Manchester Road Streetscape Phase 3—Construction	Local/Grant		2,600,000			
State Route 109 Roundabouts and Bridge–Design	Local	550,000				
State Route 109 Roundabouts and Bridge—Construction	Local/TBD					
Eatherton Road Reconstruction—Preliminary Design	Local	125,000				

Pond-Grover Loop Road Extension and Traffic Calming	Local	125,000				
Waterfront Way Extension—Construction	Local/Escrow				125,000	
Other Roadway Improvement Projects	Local	25,000	25,000	25,000	25,000	25,000
Traffic Safety Improvements	Local	65,000	25,000	25,000	25,000	25,000
Subtotal		**2,180,000**	**2,650,000**	**50,000**	**175,000**	**50,000**

Bridge Reconstruction

Project Name	Source Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Wild Horse Creek Bridge #386—Construction	Local				525,000	
Ossenfort Bridge #385—Construction	Local				325,000	
Woods Road Bridge #348 Replacement—Construction	Local/Grant	700,000				
Fox Creek Road Bridge #336 Replacement—Construction	Local/Grant	610,000				

Wild Horse Creek Bridge #392—Right-of-way	Local/Grant	20,000				
Wild Horse Creek Bridge #392—Construction	Local/Grant		880,000			
Bouquet Road Bridge #353—Construction	Local/Grant		720,000			
Strecker Road Bridge #3-102—Construction	Local/Grant		1,200,000			

Eatherton Road Bridge #3-110—Right-of-Way	Local/Grant		10,000			
Eatherton Road Bridge #3-110—Construction	Local/Grant			1,000,000		
Subtotal		**1,330,000**	**2,810,000**	**1,000,000**	**850,000**	

Other Capital Investment

Project Name	Source Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Salt Storage Facility	Local	450,000				
Salt Storage Facility—Design	Local	27,000				

Other Engineering Services	Local	75,000	75,000	25,000	25,000	25,000
Great Streets Project(s)	Local	50,000	50,000	50,000	50,000	50,000
Vehicle Replacement/Purchase	Local	25,000		25,000		25,000

Rural Internet Access Project	Local	50,000				
Subtotal		**677,000**	**125,000**	**100,000**	**75,000**	**100,000**

Capital Maintenance

Project Name	Source Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Asphalt Pavement Resurfacing	Local	950,000	500,000	500,000	500,000	500,000
Concrete Pavement Replacement	Local	910,000	900,000	900,000	900,000	900,000
Storm Drainage Structure Replacement	Local	50,000	50,000	50,000	50,000	50,000
Sidewalk Replacement	Local	100,000	100,000	100,000	100,000	100,000
Subtotal		**2,010,000**	**1,550,000**	**1,550,000**	**1,550,000**	**1,550,000**

Park and Trail Development

Project Name	Source Funds	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Property Acquisitions	Local	900,000	500,000	500,000	500,000	500,000
Al Foster Trailhead Improvements—Construction	Local	450,000				
Woodcliff Heights Park—Construction	Local		400,000			
Homestead Trail Design/Engineering and Improvements	Local	50,000	600,000			
Wildwood Greenway Phase 6 Construction—Trail + Bridge	Local/Grant	350,000				
Pedestrian Bridge Over Route 100 at Eatherton Road—Construction	Local/Grant	1,200,000				
Kohn Park Repairs	Local	50,000				
Old Pond School Repairs	Local	10,000	5,000	50,000		

Capital Equipment/Facilities Purchase/Replacement	Local	50,000	50,000	50,000	50,000	50,000
Monarch Levee Trailhead	Local/Grant	200,000				
Community Park Phase II—Construction	Local/Grant	700,000				
Community Park Phase III—Design and Engineering	Local	150,000				
Community Park Phase III—Construction	Local		1,000,000			
Boardwalk Trail Between Mobil-on-the-Run and Pedestrian Bridge	Local	330,000				
Future Trail Development—Design	Local	150,000	150,000		150,000	
Future Trail Development—Construction	Local	1,000,000		1,000,000		1,000,000

Trail Resurfacing	Local	100,000		100,000		100,000
Restroom Facilities—Old Pond School	Local	120,000	100,000			
Athletic Field Planning and Development	Local	50,000	50,000			

Anniversary and Glencoe City Parks—Renovations	Local		100,000			
Town Center Park Development (Neighborhood Type)	Local					
Belleview Farms	Grant	25,000				
Community Park—Phase IV—Design and Engineering	Local			300,000		
Community Park Phase IV—Construction	Local				2,000,000	
Subtotal		**5,885,000**	**2,955,000**	**2,000,000**	**2,700,000**	**1,650,000**

Total Capital Improvement Expenditures

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Total	**12,082,000**	**10,090,000**	**4,700,000**	**5,350,000**	**3,350,000**

APPENDIX VI

Service Provider Comments

As part of the development of information for the Master Plan Update, the Master Plan Advisory Committee requested the Department of Planning contact all of the service providers, utility companies, and the Rockwood School District to ascertain future plans within the City of Wildwood. A letter was sent to each of the providers/agencies listed below requesting responses to five (5) questions relating to their role in providing services to residents and businesses located within the City of Wildwood. These five (5) questions included the following:

1. Any new facilities, buildings, or structures, which *may* be constructed or expanded in the next ten (10) year period (beginning in January 2015).
2. Any reductions, expansions, or other alterations in the network of improvements or infrastructure, which currently provides service to the City of Wildwood (beginning in January 2015).
3. Any new design standards or requirements that *may* be modified, altered, or adopted which are currently being discussed that may be applied in the City of Wildwood within the next decade (beginning in January 2015).
4. Any information which *may* effect the land use policies, the transportation network of streets, roads, and bridges, the development of parks and related facilities that involves your agency or organization and would be helpful to City officials as part of this update process.
5. Any trends in your service areas that *may* be influential in the upcoming ten (10) year period that your agency or organization is reviewing with the anticipation of addressing in meeting your required responsibilities.

The individuals' responses relating to these five (5) questions have been reviewed and discussed by the advisory committee members, but are not included in this Master Plan. The specific information that was received in response to the City's requests is on file with the City Clerk and incorporated as part of this Master Plan by reference herein.

List of Service Providers/Agencies

Ameren UE
Army Corp of Engineers
AT&T Wireless & U-verse (formerly Southwestern Bell)
Bays ET
Charter Communications
Chesterfield Valley Coalition
City of Chesterfield
City of Clarkson Valley
City of Ellisville
City of Eureka
City of Pacific
Crown Castle
Eureka Fire Protection District
Franklin County
Great Rivers Greenway
Laclede Gas
Lindenwood University
Metro (Bi-State Development Agency)
Metro West Fire Protection District
Metropolitan St. Louis Sewer District
Missouri American Water Company
Missouri Department of Conservation
Missouri Department of Natural Resources

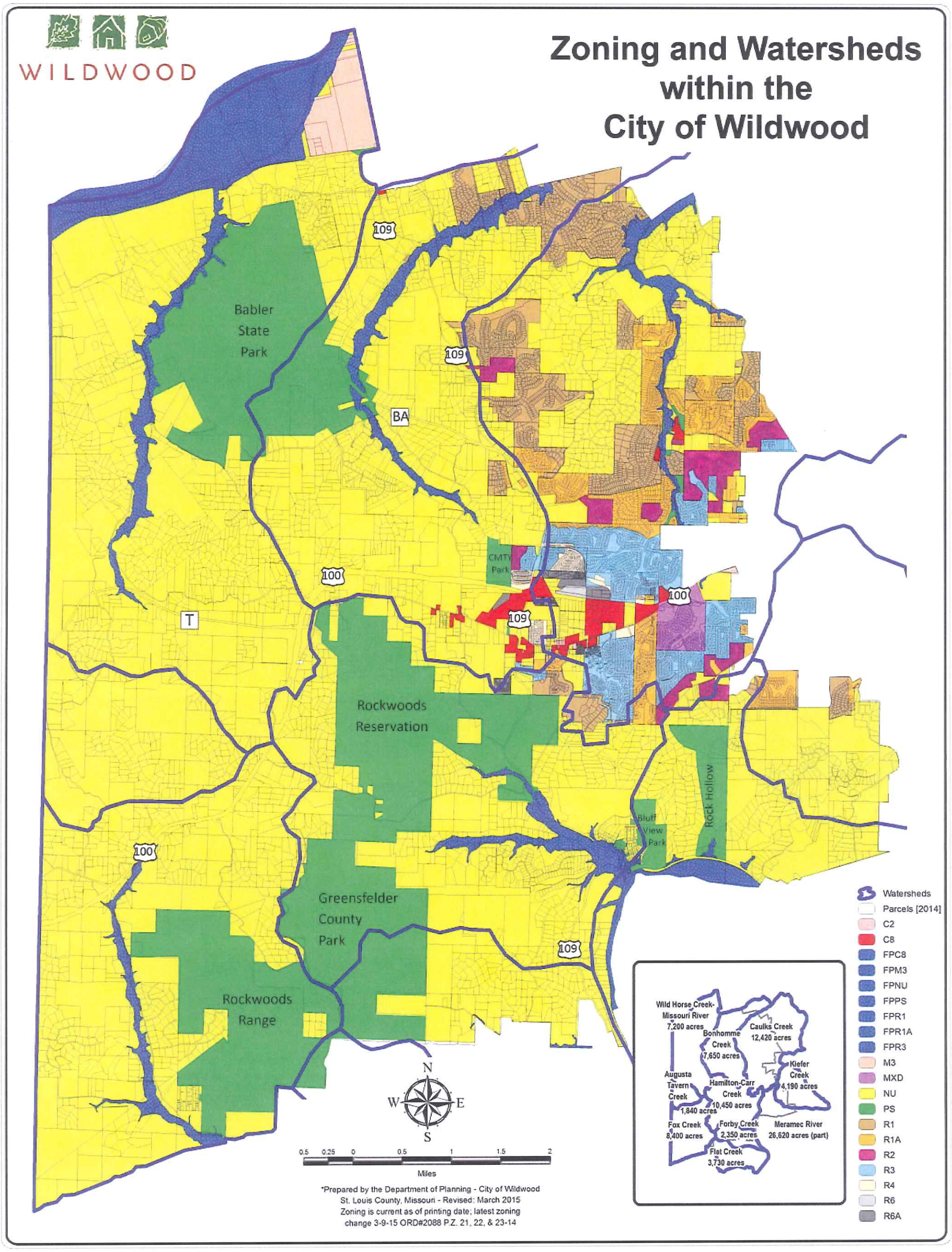
Missouri Department of Transportation
Monarch Fire Protection District
Monarch-Chesterfield Levee District
Open Space Council
Rockwood School District
Spirit of St. Louis Airport
Sprint Wireless
St. Louis Community College
St. Louis County Department of Highways and Traffic
St. Louis County Department of Parks and Recreation
St. Louis County Department of Planning
T-Mobile
United States Environmental Protection Agency
Verizon Wireless
Wildwood Family YMCA
Wisper ISP

APPENDIX VII

Zoning and Access and Mobility Plan Maps

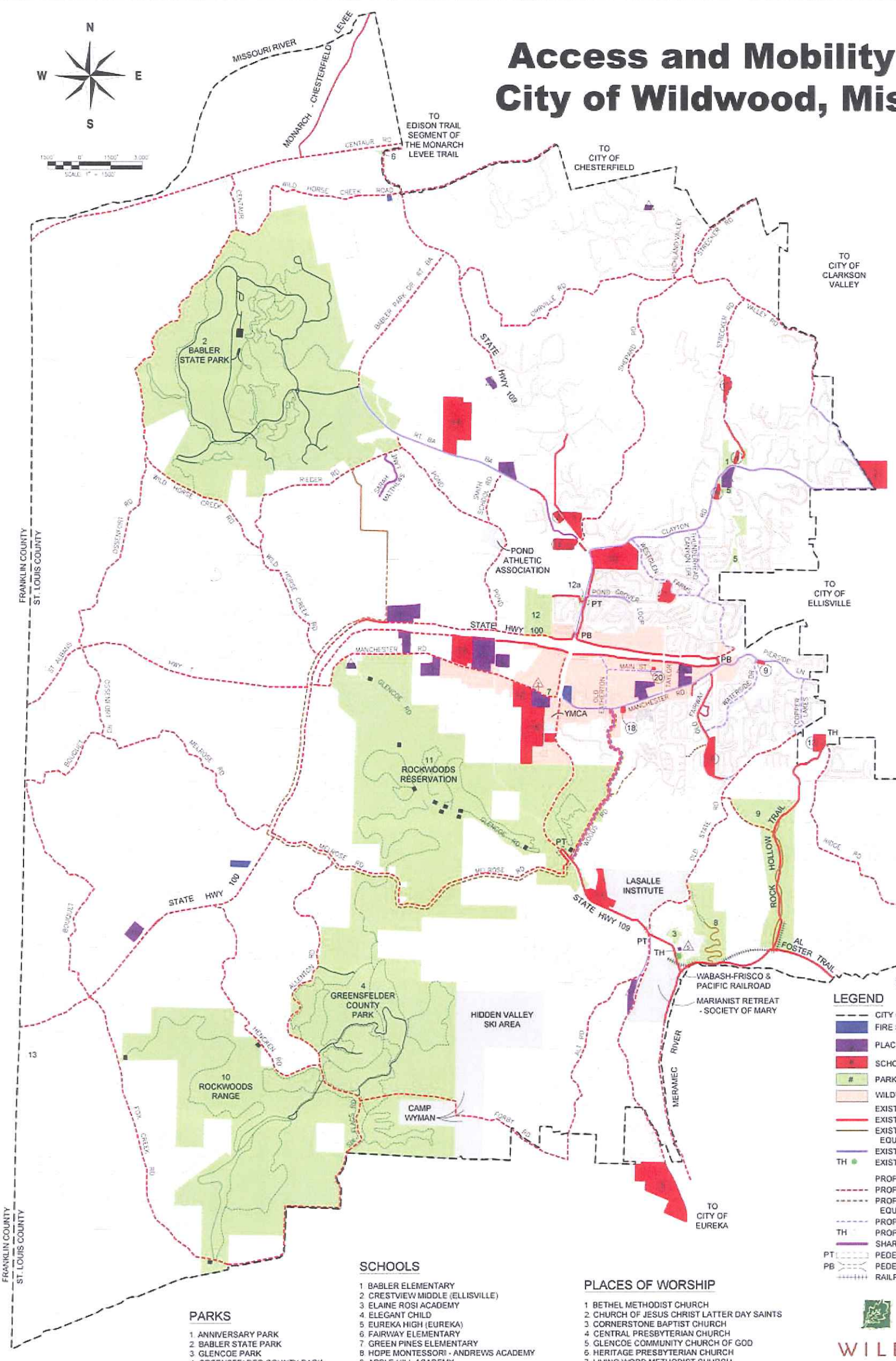
WILDWOOD

Zoning and Watersheds within the City of Wildwood



*Prepared by the Department of Planning - City of Wildwood
St. Louis County, Missouri - Revised: March 2015
Zoning is current as of printing date; latest zoning change 3-9-15 ORD#2088 P.Z. 21, 22, & 23-14

Access and Mobility Plan
City of Wildwood, Missouri



PARK LEGEND

- ROADS
- PARKING / BUILDING
- BIKING TRAILS
- HIKING / EQUESTRIAN TRAILS (SOFT TRAILS)

PARKS

1. ANNIVERSARY PARK
2. BABLER STATE PARK
3. GLENCOE PARK
4. GREENSFELDER COUNTY PARK
5. GREEN PINES - WINDING TRAILS
6. KOHN PARK
7. OLD POND SCHOOL
8. PACKWOOD PARK
9. QUAIL HOLLOW
10. ROCKWOODS RANGE
11. ROCKWOODS RESERVATION
12. COMMUNITY PARK
12a. FUTURE TRAILHEAD & PARK MONUMENT
13. MEADOW FOREST MANORS

SCHOOLS

1. BABLER ELEMENTARY
2. CRESTVIEW MIDDLE (ELLISVILLE)
3. ELAINE ROSI ACADEMY
4. ELEGANT CHILD
5. EUREKA HIGH (EUREKA)
6. FAIRWAY ELEMENTARY
7. GREEN PINES ELEMENTARY
8. HOPE MONTESSORI - ANDREWS ACADEMY
9. APPLE HILL ACADEMY
10. LAFAYETTE HIGH
11. LASALLE SPRINGS MIDDLE
12. POND ELEMENTARY
13. RIDGE MEADOWS ELEMENTARY (ELLISVILLE)
14. ROCKWOOD VALLEY MIDDLE
15. ST. ALBAN ROE CATHOLIC
16. ST LOUIS COMMUNITY COLLEGE
17. SHIA ISLAMIC EDUCATION CENTER & MOSQUE
18. TODAY'S CHILDREN
19. WILDWOOD MIDDLE
20. LINDENWOOD UNIVERSITY

PLACES OF WORSHIP

1. BETHEL METHODIST CHURCH
2. CHURCH OF JESUS CHRIST LATTER DAY SAINTS
3. CORNERSTONE BAPTIST CHURCH
4. CENTRAL PRESBYTERIAN CHURCH
5. GLENCOE COMMUNITY CHURCH OF GOD
6. HERITAGE PRESBYTERIAN CHURCH
7. LIVING WORD METHODIST CHURCH
8. NEW COMMUNITY CHURCH
9. FIRST BAPTIST CHURCH
10. LIFEPOINTE CHURCH
11. LAFAYETTE BIBLE BAPTIST CHURCH
12. ST. ALBAN ROE CATHOLIC CHURCH
13. ST. PAUL EVANGELICAL LUTHERAN CHURCH
14. UNION BAPTIST CHURCH OF CHESTERFIELD
15. WEST COUNTY COMMUNITY CHURCH
16. WILDWOOD CHRISTIAN CHURCH
17. WOODLAWN PRESBYTERIAN CHURCH
18. ROCKWOOD BIBLE CHURCH

LEGEND

- CITY OF WILDWOOD BOUNDARY
- FIRE STATION
- PLACES OF WORSHIP
- SCHOOLS (PUBLIC & PRIVATE)
- PARKS
- WILDWOOD TOWN CENTER
- EXISTING SIDEWALK
- EXISTING BIKE / PEDESTRIAN TRAILS
- EXISTING BIKE / PEDESTRIAN / EQUESTRIAN TRAILS (SOFT TRAIL)
- EXISTING BIKE LANES
- TH EXISTING TRAILHEAD
- PROPOSED SIDEWALK
- PROPOSED BIKE / PEDESTRIAN TRAILS
- PROPOSED BIKE / PEDESTRIAN / EQUESTRIAN TRAILS (SOFT TRAIL)
- PROPOSED BIKE LANES
- TH PROPOSED TRAILHEAD
- SHARE THE ROAD
- PT PEDESTRIAN TUNNEL
- PB PEDESTRIAN BRIDGE
- RAILROAD

WILDWOOD

TRAILNET
Promoting Active Living

terraspec

RESOLUTION #2016 - 12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT WITH *GERSHENSON CONSTRUCTION INC.* FOR EROSION CONTROL WORK WITHIN BONHOMME CREEK, ABUTTING PHASE ONE OF THE CITY'S COMMUNITY PARK. (Ward – One)

WHEREAS, the City of Wildwood opened its Community Park in August 2015, which included an all-inclusive playground, dog park, and pavilion area for resident gatherings and special events; and

WHEREAS, the siting of these improvements was undertaken with great care to provide a setting that blended the users and nature as one and allowed for them to feel attached to their collective surroundings; and

WHEREAS, the siting process led to the Phase One improvements being placed near Bonhomme Creek, which has its headwaters a short distance to the south of the Community Park property; and

WHEREAS, with the proximity of improvements to the creek, consideration was given to the potential concerns with erosion, so an inspection program was developed to watch any potential changes to the creek and be prepared to address them; and

WHEREAS, the record rains of December 2015 have created an issue along a portion of the creek, near the Community Park's pavilion, which must be addressed, so as the bank can be stabilized near the City's structure, which is an approach Wildwood has used in its bridge replacement programs on rural roadways and determined to be reasonable; and

WHEREAS, with this discovery, the Department asked the general contractor working on Phase Two of the Community Park to provide a bid for this stabilization work in the creek (the general contractor is the same as for Phase One improvements in Community Park); and

WHEREAS, this bid was presented to the Planning/Economic Development/Parks Committee at its April 19, 2016 meeting for its consideration and action; and

WHEREAS, after the Committee reviewed this information, the members recommended the bid be accepted for this work, given the general contractor would not be assessing mobilization charges to the City, as part of the project, since the company is already on-site for Phase Two work, while also providing the rock for the anchoring of this creek bank free of charge; and

WHEREAS, the cost of this stabilization effort would be $22,229.00 and includes the necessary steps to minimize impact on the natural environment, while protecting City assets in the park; and

WHEREAS, the Committee agreed to forward a favorable recommendation to the City Council for its consideration, which heard the report on this recommendation at its meeting on April 25, 2016, and, thereafter, authorized the preparation of the needed legislation to proceed with this agreement; and

WHEREAS, this project will be in accordance with all federal, State, local requirements for work in the Bonhomme Creek Watershed; and

WHEREAS, funding for this bank stabilization project is available in the Department's Capital Improvements Programs for 2016, as an addition to the Phase Two Community Park Project.

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

Section 1: The Mayor of the City of Wildwood, Missouri is hereby authorized by the City Council of the City of Wildwood, Missouri to execute an agreement, on behalf of the City of Wildwood, Missouri, with ***Gershenson Construction, Inc.***, to undertake the agreed upon work to complete a bank stabilization effort

within Bonhomme Creek in the City's Community Park. A copy of the accepted bid is attached hereto and incorporated herein.

Section 2: The total expenses and liability of this City under this contract shall not exceed a sum of **twenty thousand two hundred twenty-nine dollars ($22,229.00).**

Section 3: This Resolution shall be effective and in full force upon its passage and approval.

Passed and Approved on this 9th day of May 2016.

_____
The Honorable James R. Bowlin, MAYOR

ATTEST:

_____
Laura Rechtin, Deputy City Clerk

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.

6.9 DISPUTE RESOLUTION

6.9.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall mutually agree upon a mediator and agree upon such rules and procedures as they deem appropriate. In the event the parties cannot agree upon a mediator, or the rules and procedures, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the St. Louis Metropolitan area, unless another location is mutually agreed upon.

6.9.2 If mediation is not successful, the parties may by written mutual agreement (and not otherwise) submit such claim, dispute or other matter in controversy to binding arbitration. Any such arbitration will be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date of the Contract. In the event arbitration is elected by the parties with respect to a claim, dispute or other matter in controversy, the award rendered by the arbitrator shall be final and specifically enforceable under the prevailing arbitration law in any court having jurisdiction thereof.

6.9.3 If the parties do not mutually agree to arbitration, then any claim, dispute or other matter in controversy arising out or related to the Contract shall be brought in the St. Louis County Circuit Court, State of Missouri. Each party hereby irrevocably submits to the exclusive jurisdiction of such court relating to any such claim, dispute or other matter in controversy.

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

the dispute resolution process set forth in Article VI, Section 6.9. 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.

GERSHENSON
CONSTRUCTION CO., INC.
2 Truitt Drive Eureka, MO 63025 (636) 938-9595 FAX: (636) 938-9501

May 5, 2016

Mr. Joe Vujnich
Parks & Planning Director
City of Wildwood MO
10330 Old Olive Street Rd
St Louis, MO 63141

Re: Wildwood Community Park Emergency Creek Bank Repair

Dear Mr. Vujnich,

The following is a scope letter for the proposal that you requested last week on-site for Gershenson to import material from an off-site location, to the Community Park, and place it along the creek bank that runs through the Park.

Per the attached map that sketches out the area, we expect to need 2 access points to work on this creek bank. The Northernmost stretch near the pavilion already has a readymade access point that we can achieve with minimal disturbance to the surrounding trees. However, the Southern portion near the Flared End Section is much more difficult to access. We would spend considerable more time if we attempted to trek the Rip Rap through the creek to reach that point and inevitably tear up the creek much more than we already will.

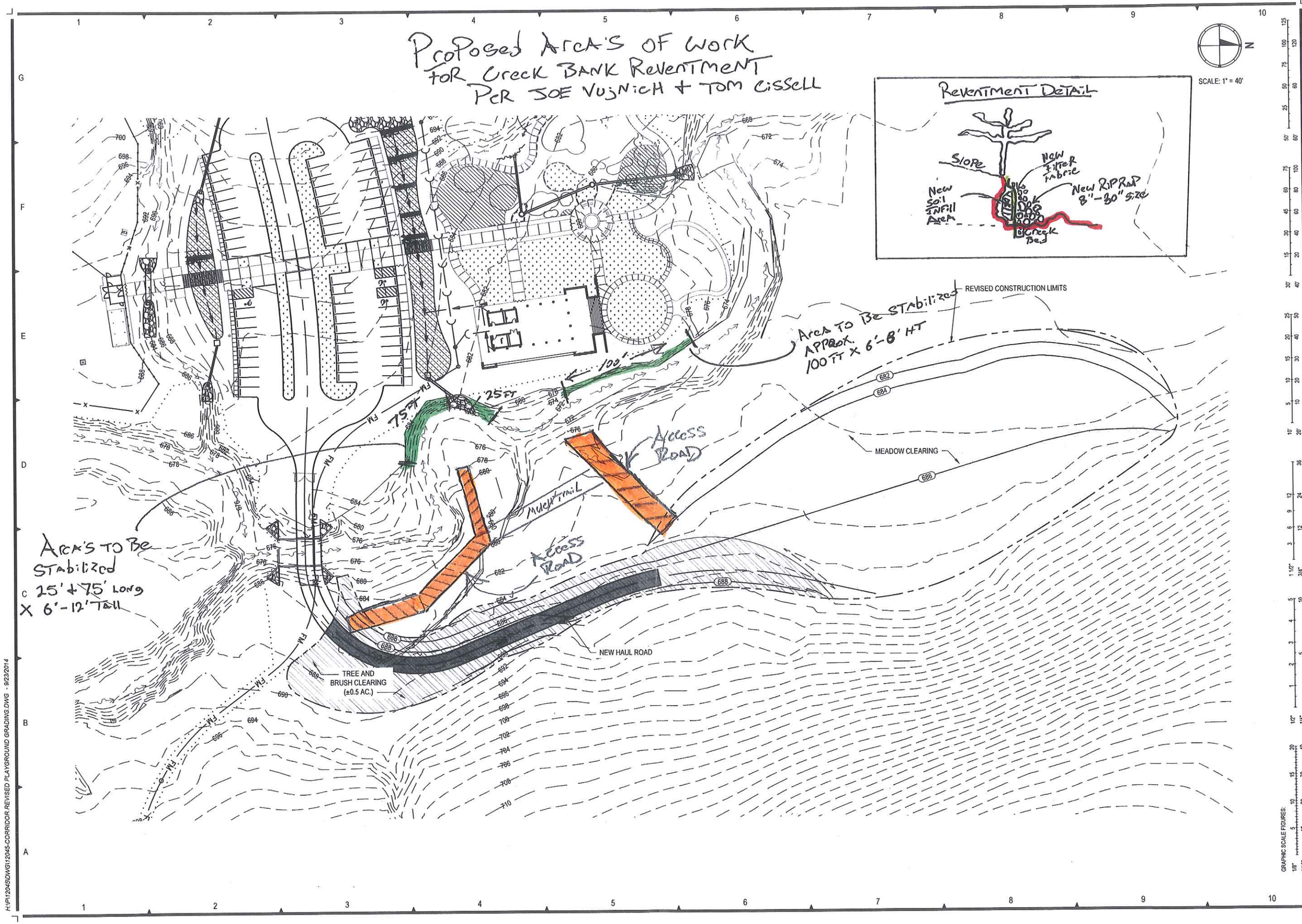
Therefore we propose to clear a path straight to the creek bend through the trees from the existing mulch trail and work off the natural sand bar opposite the bank that needs attention. We believe this is the best method because it will allow us to construct the project more efficiently and only require the removal of an area 50'x10' that only contains a few 6" trees and mostly honeysuckle. We have included the necessary cost to re-grade the area upon completion including the mulch trail and stabilize everything with straw whattle and blanket.

For your consideration, Gershenson Construction proposes to perform this work for the Lump Sum price of **$22,229.00**. If a written change order is presented to Gershenson, we will promptly schedule to meet with Tom Cissell on-site and walk the areas of impact for his approval prior to beginning work.

Thank you for the opportunity.

Sincerely,

Michael E. Gershenson, E.I.T.
Project Manager
Gershenson Construction Company, Inc.



H:\P\12045\DWG\12045-CORRIDOR.REVISED PLAYGROUND GRADING.DWG - 9/23/2014

REVISIONS:

NO.:	DATE:	REMARKS:

ILLINOIS
Eastport Business Center 1
100 Lanter Court, Suite 1
Collinsville, IL 62234
tel 618.345.2200
fax 618.345.7233

MISSOURI
Laclede Gas Building
720 Olive, Suite 1660
St. Louis, MO 63101
tel 314.588.8381
fax 314.588.9805

www.oatesassociates.com

OATES ASSOCIATES
Engineering + Architecture

WILDWOOD COMMUNITY PARK PHASE 1
EARTH EXCAVATION WASTE EXHIBIT

EXP. 00/00/00

PROJECT NO.: 12045

DATE: 09/23/14

EXHIBIT:

RFP1

COPYRIGHT 2012 BY OATES ASSOCIATES

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement "Agreement" is made and entered into this **9th** day of **May, 2016**, by and between the **City of Wildwood, Missouri** (hereinafter called the "City") and **Gershenson Construction Company**, with offices located at **2 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 : **90**

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 **$ 22,229.00** (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 **$100** 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 **stabilization of Bonhomme Creek, within Community Park, near the pavilion. Contractor will provide and install necessary rip-rap and ground cover/plantings to stabilize erosion of creek bank**, 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_____
James R. Bowlin, 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		$32.60	72	5	$20.69
Carpenter	6/15		$36.34	77	41	$15.75
Cement Mason	6/15		$30.56	80	8	$17.30
Communication Technician			$30.35	44	47	$9.53 + 31.50%
Electrician (Inside Wireman)	6/15		$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	6/15	a	$45.09	26	54	$30.005
Glazier	6/15		$33.13	87	31	$19.69 + 10.53%
Ironworker	6/15		$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		$31.05	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	6	$13.37
Terrazzo Finisher	10/15		$30.36	116	6	$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	36	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 - 6%, 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.

REPLACEMENT PAGE
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 6:30 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.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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.

ST. LOUIS COUNTY
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.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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.

ST. LOUIS COUNTY
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	$42.62	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	$27.66	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.

REPLACEMENT PAGE
ST. LOUIS COUNTY
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 6:30 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 6:00 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. 25: 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.

RESOLUTION #2016-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT WITH DG2 DESIGN IN THE AMOUNT OF SIXTEEN THOUSAND TWO HUNDRED SIXTY DOLLARS ($16,260.00) FOR THE COMPLETION OF A SITE ANALYSIS AND MASTER PLAN DESIGN FOR BELLEVIEW FARM PARK. (Wards – All)

WHEREAS, the City of Wildwood's City Council has endorsed the development of a plan for an active use area within the Belleview Farm Park property, as part of the development of its 2016 Fiscal Year Budget, which established an amount of twenty-five thousand dollars ($25,000.00) for these tasks; and

WHEREAS, this plan is intended to provide for a final design of park improvements within this approximately one hundred (100) acre area; and

WHEREAS, this property is being leased from St. Louis County for twenty-five (25) years; and

WHEREAS, part of the lease conditions require certain improvements to be installed by the City; and

WHEREAS, **DG2 Design** has significant experience in creating natural park designs throughout the St. Louis Area, which accentuate and feature the subject properties' existing terrain and assets; and

WHEREAS, with the approval of this contract, **DG2 Design** can begin the development of a design for Belleview Farm Park that will provide a unique facility, while complementing and accentuating the site's history and existing vista due to its location within the Meramec River Valley.

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

Section One. The City of Wildwood's City Council hereby authorizes the Mayor of the City of Wildwood, Missouri to execute a contract with **DG2 Design**, in an amount not to exceed sixteen thousand two hundred sixty dollars ($16,260.00), for the completion of the City of Wildwood's Master Plan for Belleview Farm Park, as described in detail in Attachment A of this ordinance. This contract amount is approved on a not-to-exceed basis.

Section Two. This Resolution shall be effective upon passage and approval.

Passed and Approved on this 9th day of May 2016.

_____

The Honorable James R. Bowlin, Mayor

ATTEST:

_____

Laura Rechtin, Deputy City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Planning and Parks DATE: May 10, 2016

THIS AGREEMENT, made and effective this **10th day of May, 2016**, by and between the **City of Wildwood, Missouri**, a municipal corporation hereinafter referred to as "City", and **DG2 Design**, hereinafter referred to as "Consultant", with a business address of: **4835 Highway 109, Suite 102, Eureka, Missouri, 63025.**

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

I. SCOPE OF SERVICES

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

Complete a site analysis to develop a Master Plan for the future public use of the one hundred (100) acres known as Belleview Farm Park.

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

II. COMPENSATION

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

a sum not to exceed **sixteen thousand two hundred sixty dollars ($16,260.00),** as set forth on an Attachment B attached hereto and incorporated herein.

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

III. TIME AND MANNER OF PAYMENTS

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

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before **May 10, 2016**, shall be completed on or before **June 29, 2016**, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

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

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
~~ATTACHMENT C – Progress Payment Schedule (Optional)~~
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be

deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination**. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

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

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

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

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

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

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

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

Attachment D

Consultant Liability Insurance Requirements

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

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

(d) Professional Liability

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

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

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

"Attachment B"

DG2 Design, LLC
4835 MO 109, Suite 102
Eureka, MO 63025
636-549-9007

DG2 Design
Landscape Architecture

Proposal and Agreement for Landscape Architectural Services

Project Name: Belleview Farms Master Plan
Project Number: TBD

Client: City of Wildwood
Client Contact: Joe Vujnich and Kathy Arnett
Client Address: joe@cityofwildwood.com

Principal: Kristy DeGuire
Project Leader: Brad Priest

This Agreement is made and entered into as of this _____day of _____ 20_____, between DG2 Design, LLC ("DG2"), a Missouri limited liability company, 4835 MO 109 Suite 102 Eureka, MO 63025 and City of Wildwood (Owner/ Client) for the following project: Belleview Farms Master Plan, including potential park improvements such as, new exterior and interior entry road, parking lot, trails, overlook deck, pavilion, reuse options of buildings and barns on site, portable restroom enclosure and other passive uses of the park. The master plan will take into account the integral viewsheds, borrowed views and potential landscape restoration projects. ("Project").

Scope of Services: DG2 Design will work with the Client to finalize the project scope and schedule and compile an understanding of the park site and opportunities for the park development.

Task 1: Site Analysis Provide a clear understanding of the project scope and schedule, and a deliverable package summarizing the existing conditions, opportunities, and challenges associated with the park site. This bound submittal will include, but is not limited to, a park site plan identifying existing conditions (AutoCad/ Adobe), photo inventory of the park site, graphic and narrative summarization of opportunities and challenges identified with the park property, and summary of input and feedback from the Client. The analysis will also include a broad identification and preservation of important trees, combined with recommended areas for reduction of second-growth and invasive vegetation. (This does not include a full tree inventory).

Task 1.1 - Participate in preliminary meeting with Client to review project parameters, gather necessary materials, identify additional information required and establish project timetable.
Task 1.2 - Conduct site visit with Client and others.
Task 1.3 - Prepare a base map identifying and locating natural and man-made features, including topography, wetlands, streams, vegetation, utilities, structures, boundaries and other features as necessary. (Based on Client provided site survey)

Task 1.4 - Prepare a graphic summarizing site opportunities and constraints at an appropriate scale, using both existing and prepared maps, surveys, available GIS data and other available information.
Task 1.5 - Prepare a final report that summarizes identified opportunities and challenges.
Task 1.6 – Attend one meeting with Client to discuss the results of the inventory and analysis.

Meetings for Task 1
1 Client Staff and Team "Kick-Off' Meeting
1 Client Staff and Team Inventory and Analysis Review and Coordination Meeting

Task 2: Conceptual Master Plan
Design Team will create two (2) concept design alternatives for the Belleview Farm Park. These concepts will be reviewed and discussed with the Client. A preferred conceptual alternative will be developed based on input received. A preliminary cost estimate and implementation phasing plan will be developed for the selected alternative. DG2 will meet with the Client prior to final revisions and development of the Final Master Plan. A final master plan document will be provided to the Client.

Task 2.1 - Coordinate design goals with the Client, Historic Preservation Office and Gateway Off Road Cyclist.
Task 2.2 - Preparing two conceptual design alternatives based upon the approved design program.
Task 2.3 - Preparing a narrative which summarizes the existing conditions, design alternatives, broad range cost implications and identifies issues which require further study at the next stage of project development.
Task 2.4 - Meeting with Client staff to review the design alternatives.
Task 2.5 - Provide briefing(s) to City Council.
Task 2.6 - Create preferred alternative (draft Master Plan) based upon the preferred elements from the alternative designs and consistent with the approved design program
Task 2.7 - Create a draft implementation strategy/phasing program for development of the park improvements.
Task 2.8 - Identify potential scope and schedule of phase 1.
Task 2.9 - Attend meeting(s) with Client staff to review draft Master Plan and phasing program.
Task 2.10 - Refine the draft Master Plan phasing and preliminary cost estimate, incorporating gathered input from Client.
Task 2.11 - Meet with Client staff to review the refined Master Plan
Task 2.12 - Present the Final Master Plan to Client.

Task 2 Deliverables:
A complete master plan document with narrative, graphics, mapping (AutoCad/ Adobe) and estimated costing (1 color print copy and one digital copy).

Meetings for Task 2:
4 Client Staff and Team Meetings
2 City Council /Commissions Presentation

Not included in this proposal:
Surveying
Tree Preservation/Identification Plan
Soils/ Geotechnical Investigation
Engineering
Public Meetings
Construction Documentation
Construction Administration
Coordinate with City Permitting

If extra services are performed by DG2, Owner shall compensate DG2 for same at DG2's standard hourly rates and for its reimbursables as set forth herein, unless otherwise specifically agreed to in writing.

Compensation: *(Place "X" in appropriate box.)*

☒ The above listed Scope of Work, exclusive of extras, if any, shall be provided for a lump sum fee of $16,260.00, sixteen thousand two hundred sixty dollars, (including reimbursable expenses, as set forth below).

☐ The above listed Scope of Work, including extras, if any, shall be provided on an hourly basis at the following hourly rates:

Principal/ Landscape Architect III / PM	$150
Landscape Architect II	$110
Landscape Architect I	**$90**
Landscape Designer	$ 60
Administrative	$50

Rates are subject to review at the end of each DG2 fiscal year.
Included in the compensation set forth above, DG2 shall be entitled to receive and Owner shall pay for DG2's reimbursable expenses as set forth herein and other out-of-pocket direct project expenses at their actual cost.

The compensation due to DG2 from Owner shall be billed by DG2 on a monthly basis and payment for same shall be made to DG2 within ten (10) days of Owner's receipt of DG2's invoice.

If the Owner fails to make payment when due, DG2 may upon seven (7) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by DG2 within seven (7) days of the date of the notice, the

suspension shall take effect without further notice. In the event of a suspension of services, DG2 shall have no liability to the Owner for delay or damage caused to Owner because of such suspension of services. Failure of Owner to make any payment to DG2 in accordance with this Agreement shall be considered substantial nonperformance and a material breach of this Agreement and cause for termination.

Reimbursable Expenses:
Reimbursable Expenses are included in the Compensation set forth above and include expenses incurred by DG2 and DG2's employees and consultants in the interest of the Project, as identified in the following Clauses (unless additional items are requested):

- Expense of transportation in connection with the Project; expenses in connection with authorized out of town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- Expense of reproductions, printing for Owner's use, delivery service, postage and handling of Drawings, Specification and other documents.

Use of DG2's Drawings, Specifications and Other Documents:
The Drawings, Specifications and other documents prepared by DG2 for the Project are instruments of DG2's service for use solely with respect to this Project and, unless otherwise provided, DG2 shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of DG2's Drawings, Specifications and other documents for information and reference in connection with DG2's use and occupancy of the Project. DG2's Drawings, Specifications or other documents shall not be used by Owners or others on other projects, for additions to this Project or for completion of this Project by others, unless DG2 is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to DG2.

This Proposal/Agreement shall serve as a binding contract between the Parties when executed by the Parties below. "This proposal is good through May 5, 2016 11:59 pm".

DG2 DESIGN, LLC

By:_____
(Signature)
Print Name:_____

Title:_____

OWNER

By:_____
(Signature)
Print Name:_____

Title:_____

WILDWOOD

April 19, 2016

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

Re: **Belleview Farm Project – Design Contract**

Council Members:

INTRODUCTION >>>

The City has an on-going lease agreement with St. Louis County for property abutting its far southeast corner, which was approved by the City Council on December 8, 2014. This property, known as Belleview Farm, consists of two (2) parcels of ground totaling nearly one hundred (100) acres and is accessed from St. Paul Road. The property has a rich history, including several historic structures, and an incredible view of the Meramec River Valley.

As part of the lease agreement, certain improvements must be installed on the property by the City.

The site development improvements that must be constructed include the following:

1. The installation of an improved asphalt access road from the front entrance into the site. This access road must be open for public use by December 31, 2016;
2. The development of a trail within the site to be constructed between June 30, 2016 and January 1, 2017; and
3. The construction of a parking area, with picnic tables, trash cans, and a bike rack.

The timeframes for this work to be underway, or completed, are quickly approaching and the Department of Planning and Parks has spent a great deal of time getting the preparatory work started. This work has included preliminary site investigations to determine best approaches to the planned work. Additionally, the Department completed the hiring of an expert in historical research to conduct an analysis of the buildings on site, several of which appear to be over a century old. Evaluation work has begun by an expert on staff with St. Louis County Department of Parks and Recreation for the layout of the trail. Most importantly, however, will be the ultimate design of new improvements and how they integrate into this unique property's features.

ACTION ITEMS >>>

It is the Committee's hope that a cohesive and creative design can be drafted for all of the development work needed in this park. To this end, a design company, DG2 Design, was contacted and toured the property with staff members to get a first-hand look at it and begin to evaluate its possibilities.

Subsequently, a proposal has been provided for a site analysis and completion of a master plan of the property from DG2 Design. This proposal, which is attached to this letter, provides for the full design work to be completed at the cost of sixteen thousand two hundred sixty dollars ($16,260.00).

DG2 Design has completed an extensive number of projects in the St. Louis Area, many of which were contracted by Great Rivers Greenway (GRG). The Committee had Department staff check references, and reviewed several of their design projects, and found the work to excel at being a site-sensitive blend with the surrounding environment. Based upon this research, the Committee supports proceeding forward with a contract to engage DG2 Design to create a master plan document for Belleview Farm. This design work would be funded from the Capital Improvement Program Budget, which includes a line item for Belleview Farm within its Park and Trail Development Section.

SUGGESTED ACTION/RECOMMENDATION >>>

The Committee, acting at its April 19, 2016 meeting, and by a vote of 7 to 0, is recommending this designer, DG2 Design, be selected for this project. In making this recommendation, the Committee members would again note the timelines that must be met according to the lease; the designer's previous work with GRG and ability to blend park elements into a natural setting; and the available funding in 2016 for this work. This matter is being presented at tonight's Work Session to the City Council for its review and, if acceptable, to recommend legislation be drafted in this regard. With City Council's endorsement, the contract for this project could be established by mid-May, with analysis work starting in late spring/early summer.

INFORMATION >>>

If any of the City Council Members should have questions or comments before tonight's meeting about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation is planned on this matter at tonight's Work Session. Thank you for your review of this information and participation in tonight's discussion.

Respectfully submitted,
CITY OF WILDWOOD

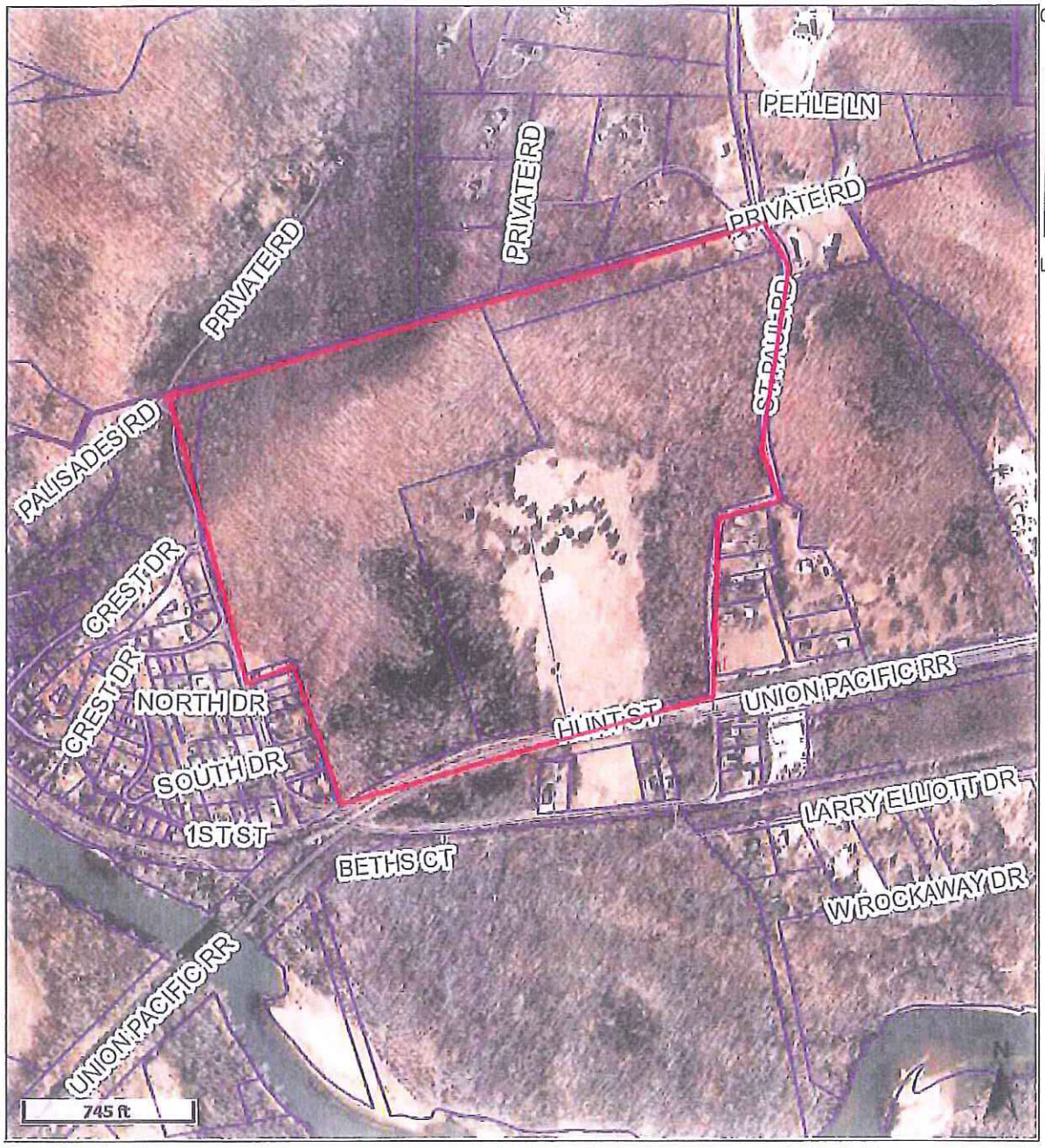
Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

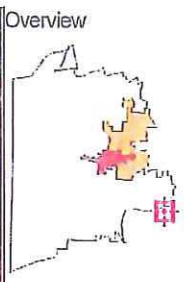
Cc: The Honorable Timothy Woerther, Mayor
The Honorable James R. Bowlin, Mayor-elect
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

* 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.

The City of WILDWOOD MISSOURI
PLANNING TOMORROW TODAY

Date Created: 8/15/2014



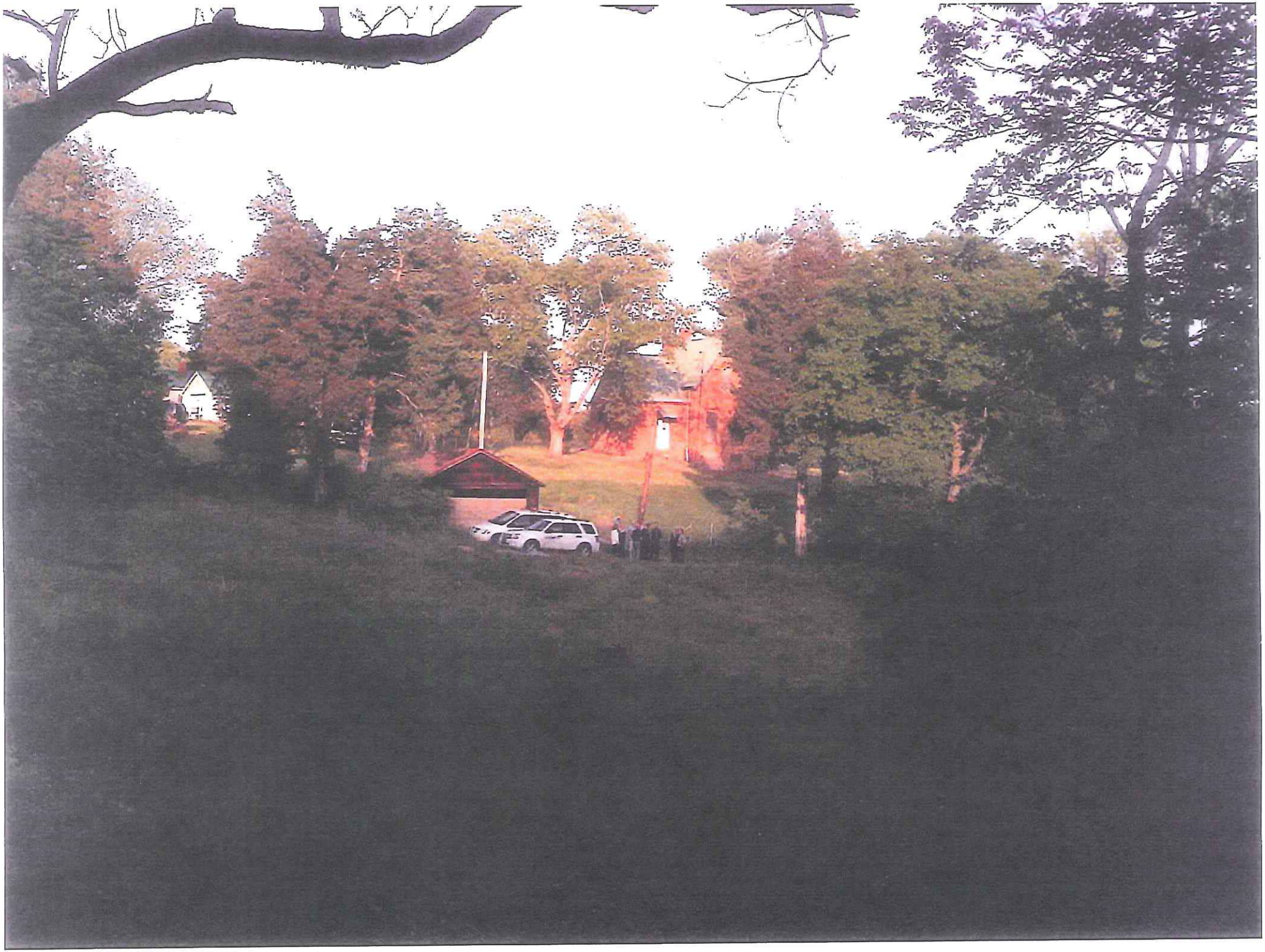


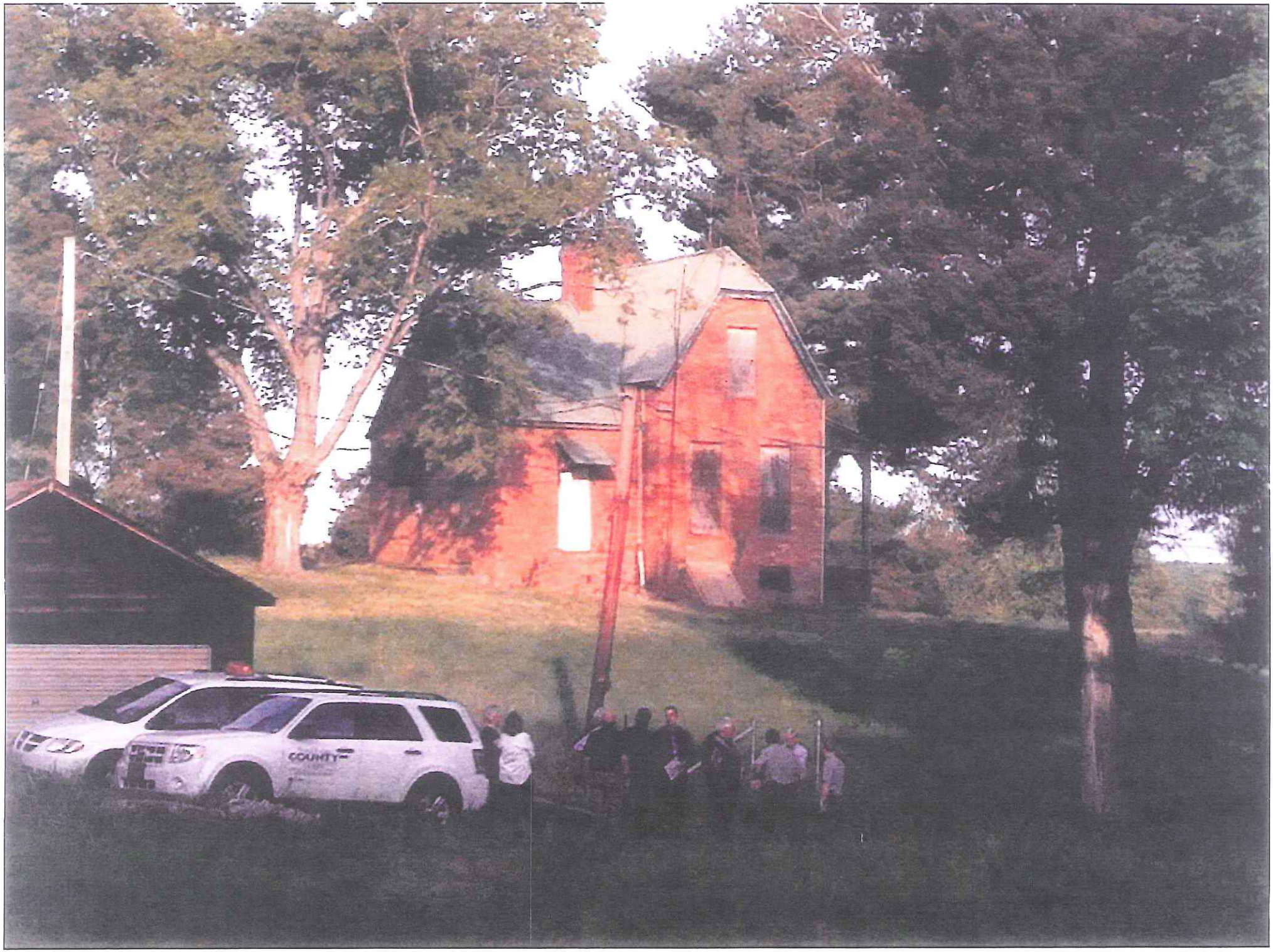
Legend
- City Limits
- Street Centerlines
- Parcels

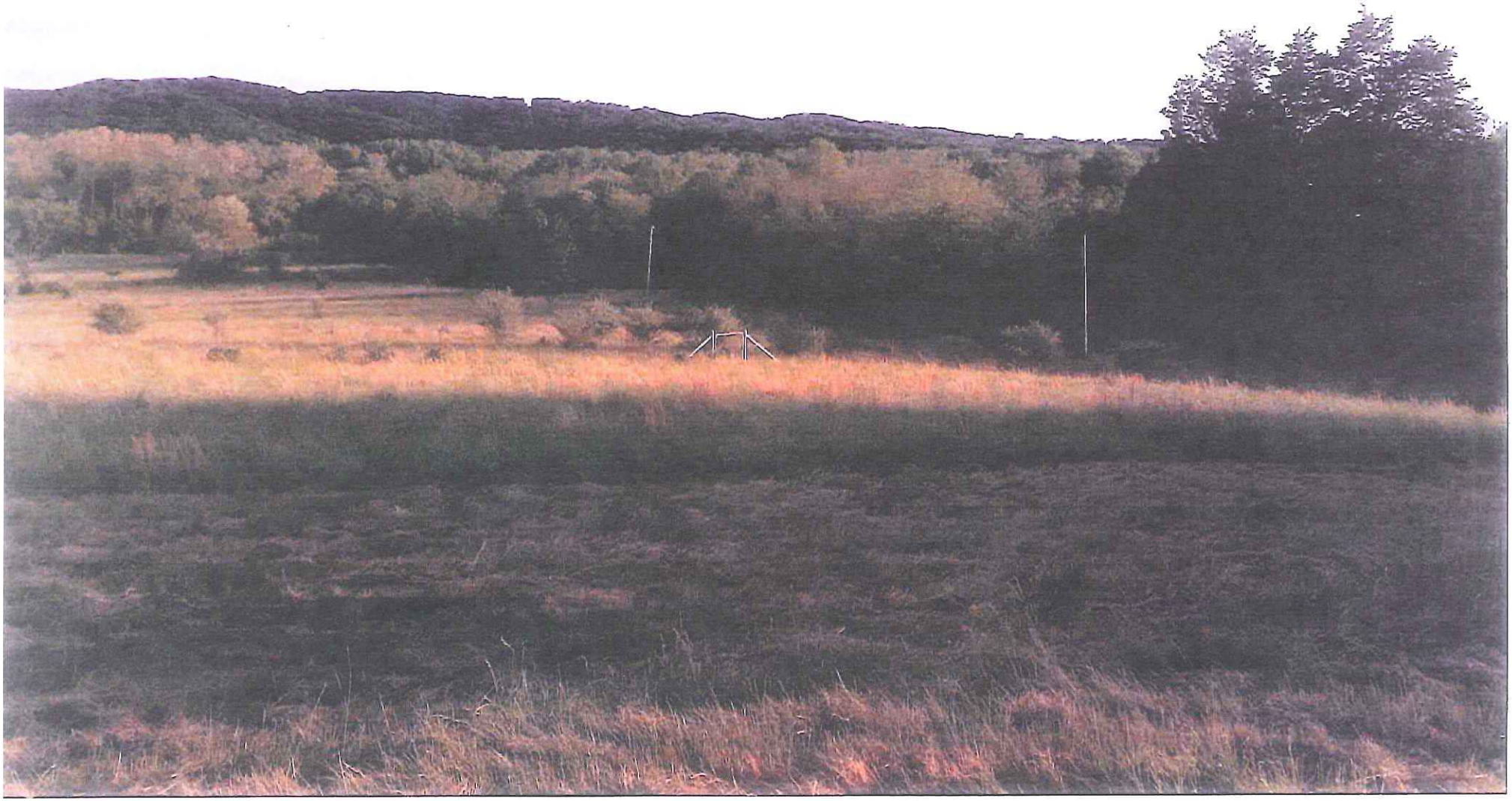
Last Data Upload: 8/14/2014 11:23:26 PM

Please obtain an officially signed/sealed survey from a registered/licensed land surveyor prior to commencing new construction &/or property improvements. Parcel data, when viewed with the aerial photography layer, will not overlay precisely as platted and should not be used for any surveying purposes.

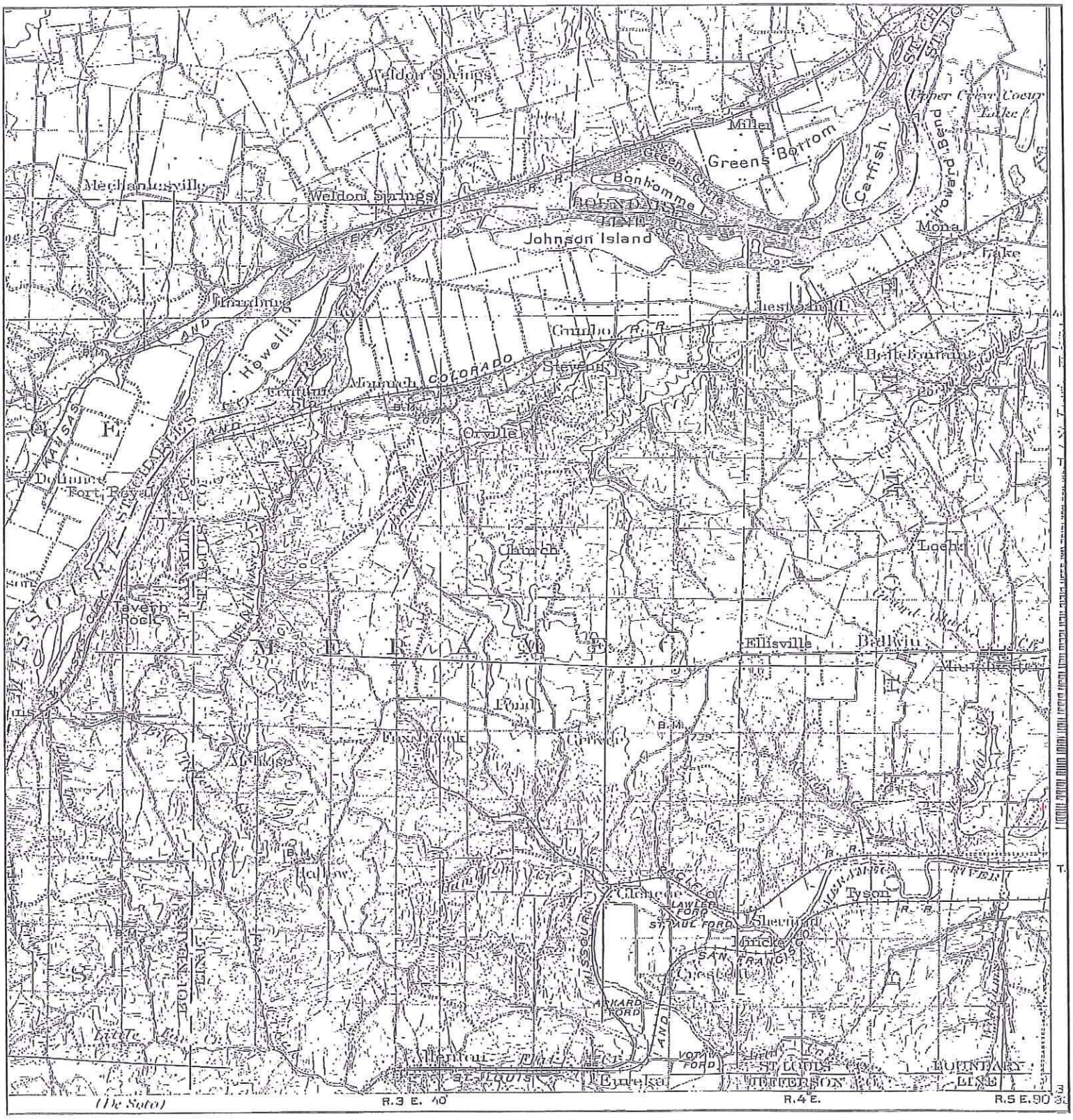
Schneider developed by The Schneider Corporation www.schneidercorp.com




COUNTY

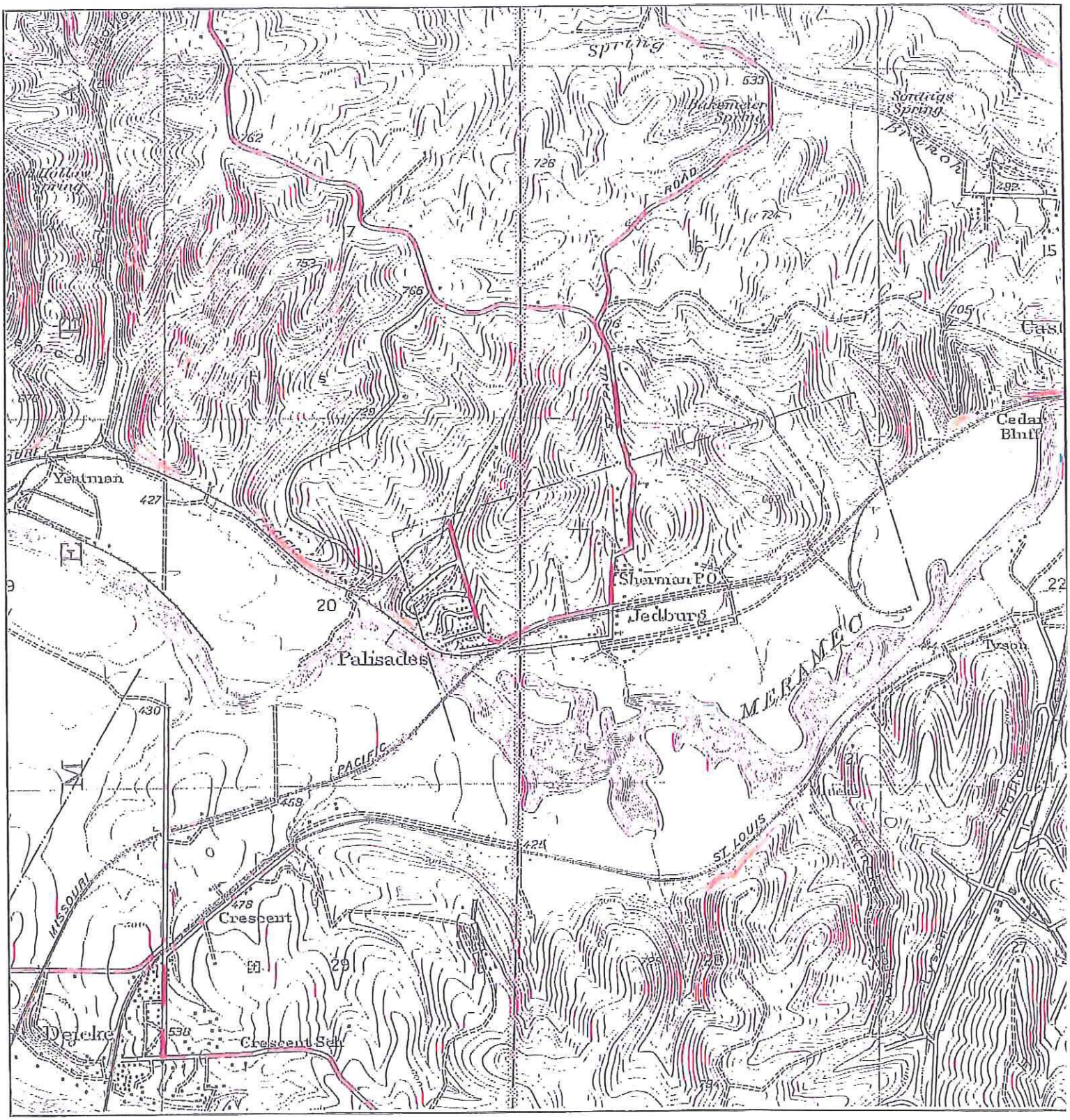


Historical Topographic Map



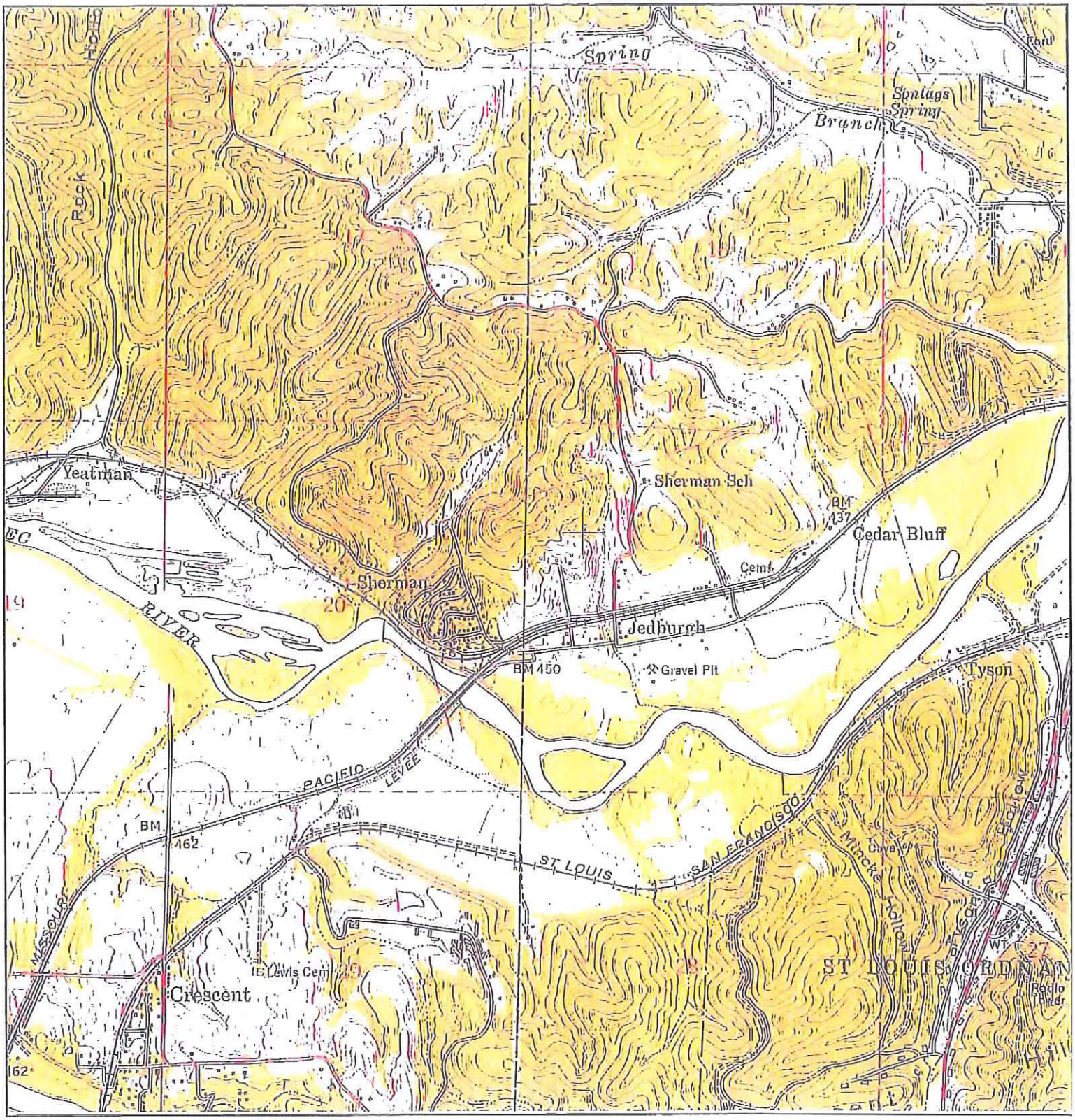
N	TARGET QUAD NAME: O FALLON MAP YEAR: 1903 SERIES: 30 SCALE: 1:125000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map



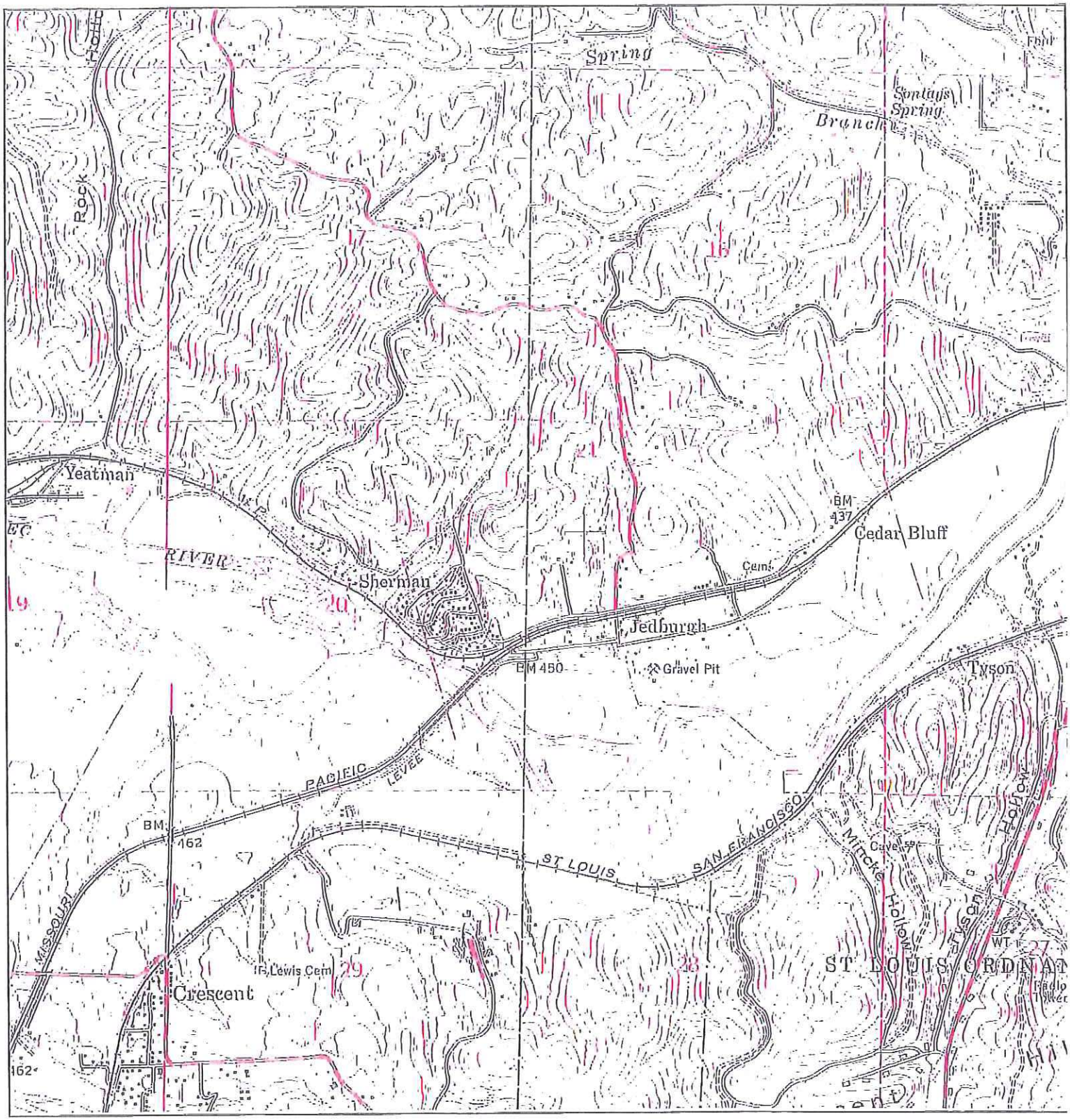
N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1947 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map



N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map



N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1968 PHOTOREVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map

N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1974 PHOTOREVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map

N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1982 PHOTOREVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

Historical Topographic Map

N	TARGET QUAD NAME: MANCHESTER MAP YEAR: 1993 REVISED FROM :1954 SERIES: 7.5 SCALE: 1:24000	SITE NAME: Sherman Properties ADDRESS: 1333 Belleview Farm Rd. Ballwin, MO 63021 LAT/LONG: 38.5406 / -90.5855	CLIENT: Herlacher Angleton Assoicates CONTACT: Jim Foley INQUIRY#: 3842498.4 RESEARCH DATE: 01/29/2014

BILL #2073 **ORDINANCE #2073**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A LEASE AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI FOR THE BELLEVIEW FARMS' TRACT OF LAND, WHICH IS APPROXIMATELY NINETY-NINE (99) ACRES IN SIZE AND LOCATED WITHIN THE MERAMEC RIVER GREENWAY. (Wards - All)

WHEREAS, the City of Wildwood recognizes the desirability of working cooperatively with other providers of parks and recreation services in this area of west St. Louis County to increase the amount of recreational opportunities for its residents and all visitors to this area; and

WHEREAS, St. Louis County, Missouri contacted the City of Wildwood, Missouri about the potential of it accepting a tract of land known as Belleview Farms to develop, use, and maintain, along with constructing the certain and limited improvements, thereby allowing public access to this tract of land for the first time, since being donated by the previous private property owner (Harold Donnelly); and

WHEREAS, the Belleview Farms, within the Meramec Greenway, would open for public use an additional ninety-nine (99) acres within the Meramec River Greenway and offer a new facility for trail users of all types and outdoor enthusiasts alike; and

WHEREAS, this lease agreement and related requirements were considered by the Honorable County Council of St. Louis County, Missouri and it authorized the necessary legislation for the lease agreement on September 30, 2014; and

WHEREAS, the City of Wildwood, Missouri reviewed the lease agreement and its City Attorney has determined it to be acceptable for the purposes of its conditions and related requirements; and

WHEREAS, this lease agreement shall be in effect from the passage of this ordinance by the City Council of the City of Wildwood, Missouri until September 30, 2039; and

WHEREAS, the City of Wildwood, Missouri appreciates the opportunity to work cooperatively with St. Louis County, Missouri on this lease agreement and the exciting Belleview Farms Site.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to execute a lease agreement with St. Louis County, Missouri for the acceptance of an area of property known as Belleview Farms for the purposes of its development, use, and maintenance. Said lease agreement and related materials are hereby attached and made a part of this ordinance herein.

Section Two. As part of this lease agreement, the City of Wildwood, Missouri agrees to construct and maintain the Belleview Farms for the benefit of residents of this City and all others who visit this community for the purposes of recreation, fitness, and fun.

Section Three. This lease agreement will terminate no sooner than September 30, 2039 by and between St. Louis County, Missouri and the City of Wildwood, Missouri.

Section Four. Said ordinance shall be in full force and effect on and after its passage and approval by the City Council of the City of Wildwood, Missouri.

This Bill was passed and approved this 8 day of DECEMBER, 2014 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

CITY OF WILDWOOD
JAN 05 2015
DEPT. OF PLANNING & PARKS

LEASE

THIS LEASE ("Lease") is made and entered into this 15th day of DEC., 2014, by and between ST. LOUIS COUNTY, MISSOURI ("County"), a charter county of the State of Missouri and the CITY OF WILDWOOD, MISSOURI ("City"), a municipal corporation of the State of Missouri.

WITNESS:

WHEREAS, County possesses a tract of land known as a part of Sherman Beach Park, the Belleview Farm tract, of approximately 99 acres, in St. Louis County, Missouri, such parcel shown in Exhibit A and more particularly described in Exhibit A-1 thereof (the "Premises"); and

WHEREAS, the parties hereto desire to lease the Premises as part of a plan to protect historic and archaeological features and to develop the Premises for recreational, natural and historical purposes including access roads and trails; and

WHEREAS, County is authorized to enter into this Lease by Ordinance No. 25884; and

WHEREAS, City is authorized to enter into this Lease by Ordinance No. 2073;

NOW THEREFORE, County, in consideration of the amount of One Dollar ($1.00) to be paid annually, upon demand, and of the agreements herein contained with City, leases to City the Premises, situated in Sherman Beach Park in St. Louis County, Missouri, as more particularly described in Exhibit A and A-1 hereof.

TO HAVE AND TO HOLD the Premises, with rights and privileges thereunto attaching and belonging unto City subject to and in accordance with the terms and conditions of this Lease.

ARTICLE I – TERM OF LEASE

1.1. Original Term. The term of this Lease shall be a period of twenty-five (25) years commencing on December 15, 2014 and terminating on December 14, 2039.

50-417

1.2. Extension Option. City and County shall have the option to extend this Lease for an additional twenty-five (25) years upon written mutual agreement not less than two (2) years prior to the expiration of a then current Lease term.

ARTICLE II – USE OF PREMISES

2.1. Site Development. The improvements to be made by City include an access road into the site, rehabbing and opening for public visitation the developed portions of the Premises for historic purposes and trails throughout the developed areas to connect to nature trails into the undeveloped portions of the Premises. Specific improvements are as follows:

2.1.1 An improved asphalt access road from the front entrance into the site. This access road will be open for public access to the site by December 31, 2016.

2.1.2 Future trail development within the site to be started by June 30, 2016 and completed by January 1, 2017.

2.1.3 A parking area, shade structure, picnic tables, trash cans, a bike rack and a restroom facility.

2.1.4 Renovation and maintenance of existing buildings, as determined by City and County.

2.1.5 Co-sponsored recreational events with St. Louis County Parks, as mutually agreed upon.

The Sherman Beach/Belleview Farm site will be open to the public (in part) by January 1, 2017.

2.2 Historical Significant Features. The Historic Buildings Commission has designated the caretaker's house within the Premises to be of historical significance. The Trust agreement for

this feature, attached herein as Exhibit B, stipulates that this feature must be maintained as a historical landmark.

2.3 Natural Areas. The undeveloped portions of the Premises must be maintained as a wildlife and natural preserve.

2.4 Programming. The County and City will coordinate and conduct recreational programs on the Premises. The City and County agree to meet in February of each year of the Lease to determine the recreational programs to be conducted on-site which may include, but are not limited to hayrides, Ranger hikes, historical tours and special events.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1 Peaceful Possession. County shall put City in possession of the Premises and City shall peacefully hold and enjoy the same during the term of this Lease and any extension thereof, without interruption by County or any other person lawfully claiming the tract; however, subject to City's compliance with the terms of this Lease.

3.2 Project Administration. City shall be responsible for the design, engineering and construction administration of the trail. City shall submit plans to County sixty (60) days prior to construction contract award. County shall have review and approval authority concerning the plans and construction which approval shall not be unreasonably withheld or delayed.

3.3 Trail Operation. City shall be solely responsible for operation of the trail, for its maintenance (both routine, day-to-day and in special circumstances), and for security on the trail and its environs.

3.4 Right to Inspect. County shall have the right to enter the Premises to make regular inspections of the trail and its operation at County's convenience.

3.5 Taxes, Fees and Assessments. City shall pay, discharge, or cause to be paid or discharged, all taxes, assessments, fees and other impositions on the leased property that may be assessed or charged by a properly authorized entity during the term of the Lease

3.6 Notices. Any notices or communications made in regard to this Lease shall be made, if to County, to:

Director of Parks and Recreation
41 S. Central Ave.
Clayton, MO 63105

And if City, to:

Director of Planning and Parks
16860 Main St.
Wildwood, MO 63040

3.7 Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the forces and effect of an original violation. No provision of this Lease shall be deemed to have been waived by either party, unless such waiver is in writing signed by such party.

3.8 Acts of God. Neither County nor the City shall be liable for delays or defaults in the performance of this Lease due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond the control and without the fault or negligence of the County or City.

3.9 Entire Agreement. The performance of this Lease shall be governed solely by the terms set forth herein notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by County at any time, and acceptance by City of any

premises, fixture or other item accompanied by such documents shall not be an acceptance by City of such language which is inconsistent with those set forth in this Lease.

3.10 Insurance. City shall obtain premises liability insurance in the amount of coverage no less than $2,000,000 per occurrence.

3.11 Assumption of Liability. By the execution of this Lease, City assumes full and complete liability for all damages to persons and property resulting from negligent acts of its employees creating a dangerous condition of property or permitting one to exist on the Premises, subject to operation of Sec.537.600 and 537.610 R.S.Mo.

ARTICLE IV - TERMINATION

4.1 For Insolvency of City. County may terminate this Lease, on the occurrence of any of the following events:

4.1.1 City becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy law;

4.1.2 City files a voluntary petition for reorganization or bankruptcy, or involuntary bankruptcy proceedings are commenced against City, and relief from the automatic stay in bankruptcy is obtained by County;

4.1.3 A Receiver or Director is appointed for the City, provided that the Receiver or Director shall not have been dismissed within thirty (30) days of appointment; or

4.1.4 City excuses an assignment for the benefit of creditors.

Upon termination of this Lease, County shall not require City to remove or cover the cost for demolition of any structures or facilities constructed by City.

4.2 For Violation of Lease Terms. In the event of non-compliance by either party of any of the terms of this Lease, the other party may notify said party of such non-compliance, and said party may have up to six (6) months to cure the non-compliance. Provided, however, that non-compliance with health and safety-related requirements shall be cured immediately. Failure to cure any such non-compliance as required will be grounds for termination of the Lease without further notice.

CITY OF WILDWOOD, MISSOURI

By: _____ 12/15/2014
Mayor Date

Attest: _____
City Clerk

Approved as to legal form:

Robert J. Malbon 12-15-14
City Attorney Date

ST. LOUIS COUNTY, MISSOURI

By: _____
County Executive

Attest: _____
Administrative Director

Approved: _____
Director of Parks and Recreation

Approved as to legal form:

_____
Deputy County Counselor

Approved:

_____
Accounting Officer

Exhibit A Sherman Beach Lease Area	
Locator	Area (Acres)
26T120431	45.9013
26T210057	52.4084
27T440134	0.4753
TOTAL	98.7850

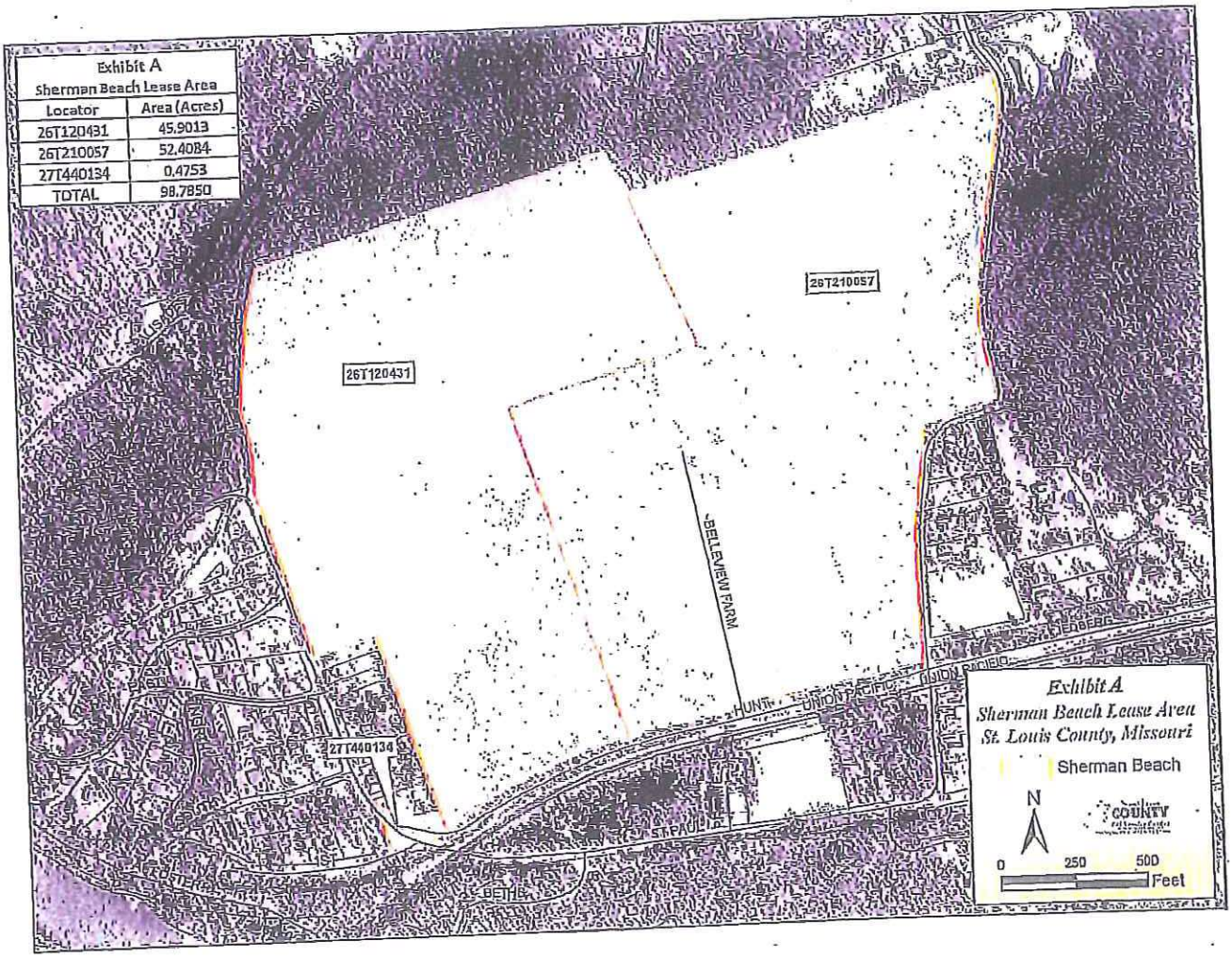


Exhibit A-1
Sherman Beach/Belleview Park
Legal Description

Parcel No. 1
A tract of land being part of U.S. Survey 1975, Township 44 North, Range 4 East and being all of blocks 1, and 14 and part of Block 2, 12 and 15 of St. Paul Subdivision, according to the plat thereof recorded in Plat Book 3 Page 115 of the St. Louis City (formerly County) Records, and being more particularly described as follows: Beginning at the Northeast corner of block 13 of said subdivision, thence along the Eastern line of said Block, South 27 degrees 45 minutes East 23 chains, thence South 11 degrees 35 minutes East along a line established by Deeds recorded in Book 145 page 93 and 94, 15.509 chains to a point and South 43 degrees 20 minutes East 0.105 chains to the center line of Missouri Pacific Railroad Company right of way, thence along said right of way along a curve to the right, the chords of which bear South 82 degrees 11 minutes West 3.748 chains and South 84 degrees 24 minutes West 4 chains, thence continuing along the center line of said railroad right-of-way along a tangent South 85 degrees 31 minutes West 14.90 chains more or less to a point in the direct prolongation Southwardly of the line dividing Lots 4 and 30 in Block 2 of said Subdivision, thence Northwardly along said prolongation and the East line of said Lot 30 and the center line of an alley laid out in said Block 2, to a point in the prolongation Eastwardly of the South line of Lot 54 of said Block 2, thence Westwardly along said prolongation and the South line of said Lot 54 and the prolongation thereof, Westwardly to the center line of Hunt Avenue, as originally laid out in said Subdivision; thence Northwardly along the Eastern line of Tract conveyed to I.W. Schantz and wife of deed recorded in book 525 Page 600 to the Northern line of Block 12 of said Subdivision; thence Eastwardly along the Northern line of Block 12 and the Northern line of Block 13 of said Subdivision to the Northeast corner of said Block 13 and being the place of beginning, EXCEPTING THEREFROM that part conveyed to the Missouri Pacific Railroad Company by Deeds recorded in Book A6 page 476 and Book 1048 page 204 and EXCEPTING THEREFROM that part conveyed to A.S. McNeese by deed recorded in Book 1027 page 37 and EXCEPTING THEREFROM that part conveyed to Missouri Improvement Co., by deed recorded in Book 1078 page 517.

PARCEL NO. 2
All that portion of the vacated street and alleys, as shown on the plat of St. Paul Subdivision recorded in Plat Book 3 page 115 of the St. Louis City (formerly County) Records, which accrued to the herein described property, when vacated by instrument recorded in Book 478 Page 429.

PARCEL NO. 3
A tract of land in U.S. Survey 1975, Township 44 North, Range 4 East and described as follows: Beginning at an old stone in the West line of a tract of land described in deed recorded in Book 130 page 109 of Recorder's Office of St. Louis County, being the Southwest corner of a 5 acre tract, now or formerly, owned by Kerber, thence North 73 degrees 25 minutes East 19.861 chains to the center line of St. Paul Road, 30 feet wide, thence along the center line of St. Paul Road, South 18 degrees 16 minutes East 1.15 chains, South 8 degrees 33 minutes West 10.895 chains, South 11 degrees 6 minutes East 5.30 chains, South 75 degrees 33 minutes West 3.842 chains, South 10 degrees 20 minutes West 5.025 chains, South 2 degrees 17 minutes East to the center line of the right-of-way of Missouri Pacific Railroad thence along said center line South 80 degrees 10 minutes West along the chord of a curve to the Southwest corner of tract of land conveyed by Missouri Portland Cement Co., to Emma L. Prevallet by deed recorded in Book 484 Page 92, St. Louis County, Missouri Records, thence along the West line of said tract North 11 degrees 35 minutes West 15.511 chains to an old stone, thence North 27 degrees 45 minutes West 20.416 chains to the beginning. EXCEPTING THERE FROM that part conveyed to Missouri Improvement

Co., by deed recorded in Book 1078 page 518 and EXCEPTING THEREFROM that part conveyed to Missouri Pacific Railroad Company by Deeds recorded in Book A6 page 476.

LOCATOR #27T440134
402 HUNT STREET
0100 X 0190
ST. PAUL SUBD
BLOCK 2, LOT PTS 27-28-29-30, S PTS
PLAT BOOK 11, PAGE 1057
*DEED BOOK PAGE 1797

LOCATOR #32M220849
6781 EAST DRIVE
0050 X 0010
HOLZER PARK
BLOCK 2, LOT 4
PLAT BOOK 4, PAGE 434
*DEED BOOK PAGE 1803

Sturm Bk

TRUSTEE'S DEED

THIS DEED, is made and entered into this _____ day of May, 1997 by and between MARK TWAIN BANK of ST. LOUIS COUNTY, MISSOURI, 8820 Ladue Road, St. Louis, Missouri 63124 in its capacity as Trustee under the Revocable Living Trust Agreement of Harold K. Donnelly, dated March 30, 1993, hereinafter "Party of the First Part" or "First Party", and ST. LOUIS COUNTY, MISSOURI, a subdivision of the State of Missouri existing under the laws of Missouri and the St. Louis County Charter, hereinafter "Party of the Second Part" or "Second Party".

WITNESSETH THAT:

WHEREAS, Harold K. Donnelly, a single person, did by Quit-Claim Deed executed March 30, 1993, convey certain real property in St. Louis County, described hereinbelow, to Party of the First Part as Trustee under his Revocable Living Trust Agreement of even date, said Quit-Claim Deed being recorded in the St. Louis County Records at Book 9656, Page 344; and

WHEREAS, said Harold K. Donnelly did not thereafter amend or revoke said Revocable Living Trust Agreement prior to his death on November 5, 1996, in St. Louis County, Missouri; and

WHEREAS, said Trust Agreement provides that the Grantor's property known as Bellevue Farm at Sherman, Missouri, consisting of approximately 105 acres and 8 buildings and certain personal property thereon shall be transferred and delivered to the St. Louis County Department of Parks and Recreation and shall be maintained perpetually for the following purposes and the buildings shall be maintained perpetually as

historic landmarks, the developed part of the property shall be maintained perpetually as a park, and the remaining undeveloped portion shall be maintained perpetually as a wildlife and nature preserve (hereinafter "the Donnelly Gift"; and

WHEREAS, St. Louis County did by Ordinance No. 18,359 enacted on January 16, 1997, for the purpose of accepting the Donnelly Gift, signed by the County Executive on January 17, 1997, authorize the acquisition of the land by St. Louis County for the establishment of a public park and recreation facilities site and authorized the County Executive to execute on behalf of St. Louis County any contract, agreement or other document necessary to carry out the intent and purpose of the ordinance.

NOW, THEREFORE, in consideration of the premises, the said First Party as Trustee does hereby GRANT, BARGAIN, CONVEY AND DEDICATE to the Second Party the following described property situated in St. Louis County, Missouri, for the purposes and trust and subject to the restrictions hereinafter set forth:

PARCEL NO. 1
A tract of land being part of U.S. Survey 1975, Township 44 North, Range 4 East and being all of Blocks 1, 13 and 14 and part of Block 2, 12 and 15 of St. Paul Subdivision, according to the plat thereof recorded in Plat Book 3 Page 115 of the St. Louis City (formerly County) Records, and being more particularly described as follows: Beginning at the Northeast corner of Block 13 of said Subdivision, thence along the Eastern line of said Block, South 27 degrees 45 minutes East 23 chains, thence South 11 degrees 35 minutes East along a line established by Deeds recorded in Book 145 page 93 and 94, 15.509 chains to a point and South 43 degrees 20 minutes East 0.105 chains to the center line of Missouri Pacific Railroad Company right of way, thence along said right of way along a curve to the right, the chords of which bear South 82 degrees 11 minutes West 3.748 chains and South 84 degrees 24 minutes West 4 chains, thence continuing along the center line of said railroad right-of-way along a tangent South 85 degrees 31 minutes West 14.90 chains more or less to a point in the direct prolongation Southwardly of

the line dividing Lots 4 and 30 in Block 2 of said Subdivision, thence Northwardly along said prolongation and the East line of said Lot 30 and the center line of an alley laid out in said Block 2, to a point in the prolongation Eastwardly of the South line of said Lot 54 of said Block 2, thence Westwardly along said prolongation and the South line of said Lot 54 and the prolongation thereof, Westwardly to the center line of Hunt Avenue, as originally laid out in said Subdivision; thence Northwardly along the Eastern line of tract conveyed to I.W. Schantz and wife by deed recorded in Book 525 Page 600 to the Northern line of Block 12 of said Subdivision; thence Eastwardly along the Northern line of Block 12 and the Northern line of Block 13 of said Subdivision to the Northeast corner of said Block 13 and being the place of beginning, EXCEPTING THEREFROM that part conveyed to the Missouri Pacific Railroad Company by Deeds recorded in Book A6 page 476 and Book 1048 page 204 and EXCEPTING THEREFROM that part conveyed to A. S. McNeese by deed recorded in Book 1027 page 37 and EXCEPTING THEREFROM that part conveyed to Missouri Improvement Co., by deed recorded in Book 1078 page 517.

PARCEL NO. 2
All that portion of the vacated street and alleys, as shown on the plat of St. Paul Subdivision recorded in Plat Book 3 page 115 of the St. Louis City (Formerly County) Records, which accured to the herein described property, when vacated by instrument recorded in Book 478 Page 429.

PARCEL NO. 3
A tract of land in U. S. Survey 1975, Township 44 North, Range 4 East and described as follows: Beginning at an old stone in the West line of a tract of land described in deed recorded in Book 130 page 109 of Recorder's Office of St. Louis County, being the Southwest corner of a 5 acre tract, now or formerly, owned by Kerber, thence North 73 degrees 25 minutes East 19.861 chains to the center line of St. Paul Road, 30 feet wide, thence along the center line of St. Paul Road, South 18 degrees 16 minutes East 1.15 chains, South 8 degrees 33 minutes West 10.895 chains, South 11 degrees 6 minutes East 5.30 chains, South 75 degrees 33 minutes West 3.842 chains, South 10 degrees 20 minutes West 5.025 chains, South 2 degrees 17 minutes East to the center line of the right-of-way of Missouri Pacific Railroad thence along said center line South 89 degrees 10 minutes West along the chord of a curve to the Southwest corner of tract of land conveyed by Missouri Portland Cement Co., to Emma L. Prevallet by deed recorded in Book 484 Page 92, St. Louis County, Missouri Records, thence along the West line of said tract North 11 degrees 35 minutes West 15.511 chains to an old stone, thence North 27 degrees 45 minutes West 20.416 chains to the beginning. EXCEPTING THEREFROM that part conveyed to Missouri Improvement Co., by deed recorded in Book 1078 page 518 and EXCEPTING THEREFROM that part conveyed to Missouri

Pacific Railroad Company by Deeds recorded in Book A6 page 476.

TO HAVE AND TO HOLD, the said described property unto the said Second Party and its Successors and Assigns, forever, for the express purpose and upon the express trust and restriction of the Donnelly Gift that the developed part of the property shall be maintained perpetually as a public park, that the buildings shall be maintained perpetually as historic landmarks, and that the remaining undeveloped portion of the property shall be maintained perpetually as a wildlife and nature preserve; and furthermore that the County Executive by executing this Deed does agree on behalf of St. Louis County to the aforesaid terms, trust and restrictions pursuant to the authority given to him in the aforesaid Ordinance No. 18,359.

IN WITNESS WHEREOF, the First Party, as Trustee, and the Second Party, by and through the St. Louis County Executive, have hereunto set their hands as of the day and year first above written.

Party of the First Part (Grantor):
MARK TWAIN BANK OF ST. LOUIS COUNTY, MISSOURI, Trustee

By: _____
Christina K. Whitmer, Assistant Vice President
8820 Ladue Road
St. Louis, Missouri 63124

Party of the Second Part (Grantee):
ST. LOUIS COUNTY, MISSOURI

_____
George (Buzz) Westfall,

County Executive
41 South Central Avenue
Clayton, Missouri 63105

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

On this _____ day of May, 1997 before personally appeared Christina K. Whitmer, personally known to me, who did state upon her oath that she is the Assistant Vice President of Mark Twain Bank of St. Louis County, Missouri and that she is duly authorized on behalf of said bank in its capacity as Trustee to execute this Deed on behalf of said Mark Twain Bank as Trustee under the Revocable Living Trust of Harold K. Donnelly, deceased, and she did further acknowledge that she executed this instrument, on behalf of said Trustee, as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

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

On this _____ day of May, 1997 before personally appeared George (Buzz) Westfall, personally known to me, who did state upon his oath that he is the County Executive of St. Louis County, Missouri and he did further acknowledge that he executed this instrument, on behalf of said County, as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:

Charlie A. Dooley
County Executive

Saint Louis COUNTY PARKS

Thomas M. Ott
Acting Director Parks & Recreation

CITY OF WILDWOOD
JAN 05 2015
DEPT. OF PLANNING & PARKS

December 26, 2014

City of Wildwood
Attn: Joe Vujnich
16860 Main St.
Wildwood, MO 63040

Re: Lease of the Belleview Farm Tract

Dear Mr. Vujnich:

Enclosed please find a fully executed copy of the lease between St. Louis County and the City of Wildwood for the Belleview Farm tract.

Sincerely,

Bonnie J. Diaz
Contract Manager

WILDWOOD

May 2, 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 a large water feature (1.7 acre lake), 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. 25-15
Petitioner:	Laurie Taylor, 17715 Manchester Road, Wildwood, Missouri, 63038, c/o Volz, Inc., Mark Kilgore, 10849 Indian Head Industrial Boulevard, St. Louis, Missouri 63132
Request:	A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a thirty-two point one (32.1) acre tract of land. **Proposed Use: A large water feature – a lake – (as defined by §415.030 of the City of Wildwood's Zoning Regulations), which exceeds one (1) acre in overall size – one point seven four (1.74) acres.**
Location:	West side of Mueller Road, south of State Route 100, and north of Manchester Road (Locator Number 23X340061/Street Address: 17715 Manchester Road).
Public Hearing Date:	April 4, 2016
Date and Vote On Information Report:	April 18, 2016 - Approval to Grant the Permit by a vote of 10 to 0 (Voting Aye - Renner, Lee, Archeski, Kohn, Gragnani, Bauer, Liddy, Manton, Woerther, and Bopp)
Date and Vote On Letter of Recommendation:	May 2, 2016 - April 18, 2016 - Approval to Grant the Permit by a vote of 10 to 0 (Voting Aye - Renner, Lee, Archeski, Kohn, Gragnani, Bauer, Liddy, Manton, Bowlin, and Bopp)
Report:	Attachment A
Conditions:	Attachment B
Plan Sheets:	Attachment C
Background Information:	Attachment D
Ward:	One

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 James R. Bowlin, 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
Laurie Taylor, Property Owner
Tom Kelpe, Contractor
Dave Volz, Volz Engineering

ATTACHMENT A - REPORT

BACKGROUND AND ZONING HISTORY >>> The site of this request is a 32.05 acre site that is located on the north side of Manchester Road, east of its intersection with Glencoe Road. This lot has frontage on State Route 100 and Mueller Road as well. Given the size of this lot, the frontages have significant lengths, which are as follows:

1. State Route 100 (public) - 1,350 feet
2. Manchester Road (public) - 882 feet
3. Mueller Road (private) - 1,080 feet

These right-of-ways define the three (3) sides of the subject site. The site forms a rectangle and is a single lot of record.

Descriptions of these roadways are as follows:

1. *State Route 100 (public)* - State Route 100 is an arterial roadway maintained by the Missouri Department of Transportation (MoDOT). The width of this roadway is four (4) lanes, with additional turn bays at the intersection with Mueller Road. The design of this roadway provides for limited access to it, with traffic volumes being high, and speeds substantial. The alignment of the roadway is east/west, bisecting the City in two (2) unequal halves, and it serves a diverse land use pattern of residential, commercial, recreational, and institutional activities along its entire length through the City of Wildwood. This roadway has an interstate design along petitioners' frontage. This roadway provides for inter-county traffic movements.

2. *Manchester Road (public)* - Manchester Road is a City-maintained roadway, which includes two (2) driving lanes and limited improvements along this site's frontage. These improvements include stabilized shoulders, earthen ditches, and signage, with striping. The roadway lacks sidewalks and other turn lanes for service to the current use of this property (residence). Manchester Road is the City's main east-west arterial roadway, which extends from its eastern boundary to Route 100 several miles to the west. The roadway serves a mix of land uses, including commercial, residential, institutional, and recreational activities. Traffic volumes along the roadway range from a high of approximately 7,000 vehicles per day on the east end of Manchester Road to less than 2,000 vehicles per day on the westernmost end.

   Beyond Manchester Road's integral role as a major transportation corridor in Wildwood, it is also a major historic asset to the community. Manchester Road was part of the original Historic Route 66 between the years 1926 to 1932. Route 66 provided a continuous link between Chicago, Illinois and Los Angeles, California. Manchester Road remains an important part of this community and is one of the historic assets the City's Historic Preservation Commission is attempting to protect as part of its overall mission. Additionally, other local, State, and national organizations are making concerted efforts to maintain the roadway within its historical context. Markers are located along Manchester

Road throughout the City reflecting this designation. One (1) is located to the west of the subject site.

3. *Mueller Road (private)* - this private roadway is forty (40) feet in width, with a narrow gravel roadway located within it. The roadway provides a connection between State Route 100 on the north and Manchester Road on the south. The roadway provides access to no more than four (4) properties, but currently two (2) of them, including the petitioner's site, utilize Manchester Road for ingress/egress into them. The roadway has a north/south orientation and traffic volumes are very low. The surrounding land use pattern along its 1,080 feet of length is low-density residential.

The physical characteristics of the site are varied. The site is rolling, with the slope of it toward the northwest corner of property. Overall relief is approximately sixty (60) feet. Approximately one-half of the site is wooded and, for the most part, these woodlands are located in the north half of the property, while the remainder is grass, some of which has been planted in the last calendar year. The current owner of the property has been active in addressing the condition of it, since it has been vacant for many years. These actions have led to a number of issues that caused a Stop Work Order to be issued. The Stop Work Order was due to extensive clearing in the area of the requested lake.

The property, as noted, has been vacant for a number of years and received very limited maintenance and its appearance was poor. The current owner recently removed the original residence. Additionally, the current owner also removed a small outbuilding as well. At this time, the property does not have any existing buildings and structures located upon it.

The property is currently zoned NU Non-Urban Residence District and has been since the incorporation of the City in 1995. This zoning district designation allows a limited range of uses, of which single family dwellings on lots of three (3) acres or greater in size are most prevalent. The surrounding land use pattern in the vicinity of the subject site is rural, but consistent with the allowable uses of the NU Non-Urban Residence District. This land use pattern can be described as follows:

To the North: Abutting in this direction is State Route 100, an arterial roadway. Beyond the roadway is a seven (7) lot residential subdivision named the Oaks at Wildwood. These seven (7) lots are zoned NU Non-Urban Residence District and six (6) of them have single family dwellings located upon them at this time. To the northeast of the subject site, and across State Route 100, is the West County Community Church. This place of worship is zoned NU Non-Urban Residence District, with a Planned Residential Development Overlay District (PRD). This property has the sanctuary building, a youth center, athletic fields, a lake, a centralized wastewater treatment system, and parking.

To the South: Adjoining in this direction is Manchester Road. Across this City roadway is Rockwoods Reservation, a Missouri Department of Conservation property. This site is zoned PS Park and Scenic District.

To the West: Adjacent in this direction is a small parcel of ground, with a dwelling located upon it. This lot is zoned NU Non-Urban Residence District and forms a notch out of the

subject site in its southwest corner. Abutting the subject site's western boundary is a group of lots, all zoned NU Non-Urban Residence District, that have single family dwellings located on four (4) of the five (5) properties.

To the East: Located in this direction are several large parcels of ground that are used for single family dwellings. These lots are zoned NU Non-Urban Residence District and were part of a four (4) lot subdivision approved by the City of Wildwood. One (1) of these four (4) lots is vacant and it occupies the intersection of State Route 100 and Mueller Road

CURRENT REQUEST >>> The petitioner, Laurie Taylor, is requesting to construct a 1.75 acre lake on a portion of the 32.05 acre subject site. The lake will have the following characteristics:

1. The lake will have a dam height of thirty point five (30.5) feet.
2. The lake's depth will be fourteen (14) feet.
3. The back slope of the dam in association with the constructed lake will be 3.5:1.
4. The overflow of water from the lake will be piped to the downstream drainage feature and includes a number of structures and pipes for this purpose.
5. The design of the dam includes a thirty (30) foot access path on its top.
6. The height of the dam does not require this construction to meet Missouri Department of Natural Resource dam requirements.
7. The location of the dam in the relative watershed provides approximately five (5) acres of runoff to it.
8. The property has a natural spring located upon it, which drains to the north, and will be directed into the lake for use to fill and maintain its normal pool elevation of 797 feet above mean sea level.
9. The design of the lake and dam provide a minimum of four (4) feet of freeboard to protect overtopping in high volume storm events.
10. The lake's location on this property provides an ample supply of clay materials for use in its construction.
11. The dam will be planted in ground cover to protect its slopes from erosion.

The area of the proposed lake has already been partially disturbed without a permit, so some of the planned tree removal has taken place in the subject area of the water feature.

ANALYSIS >>> The Planning and Zoning Commission has reviewed the request, along with receiving support from the City's Department of Public Works. In reviewing this request, the Planning and Zoning Commission would note that it is the first large water feature to be subject to the new regulations governing an installation in the City of Wildwood. These regulations were created to protect the natural environment of Wildwood and properties that would be located downstream from large water impoundments in a karsted area of this State. Specifically, placement of large water features in the main channel of named watersheds and using groundwater sources to fill and maintain them appeared to be contrary to the goals, objectives, and policies of the City's Master Plan. Accordingly, large water features were then to be designated as a conditional type of use in the NU Non-Urban Residence District, thereby providing a greater level of control over their placement, design, use, and maintenance.

In the case of this request, the Commission would note the following items in this regard:

1. The height of the dam is below the thirty-five (35) foot standard set by the State of Missouri for its permitting requirements, but, through the City's permit process, all pertinent requirements of Department of Natural Resources can be included for integration into the dam and lake's design, engineering, and maintenance.
2. The highest point on the dam, at a mean sea level, is at a greater elevation than the roadway surface of State Route 100 (see attached detail). However, given intervening terrain between the two (2) aforementioned features, the dam's water on release would be trapped between it and existing grade abutting the roadway.
3. The design of the lake and dam provides for water storage capacity beyond that of the current natural system, which will provide some relief to the State's current system of stormwater management along the edge of its right-of-way and the subject site.
4. The materials to be used for the dam's construction appear to provide satisfactory characteristics for this purpose, based upon the attached Geotechnical Report.
5. The use of the existing spring on the site will supplement the five (5) acre drainage area to be used for filling and maintaining the proposed lake.
6. The planning/engineering of this water feature includes a spillway from the top of the dam, which parallels along its western side. At the top of the dam, an outfall structure, with associated piping, are to be installed to divert water as well, in the event of a major storm event or catastrophe.

These items indicate to the Commission that a dam constructed on this property for a lake can be accomplished with a minimum level of risk to surrounding properties.

However, the Commission does believe this large water feature must be subject to the highest standards that exist in current law and meet them in all aspects of its design, operation, and on-going maintenance. If these standards are applied to a lake of this size, the Commission has the opinion the impact from it and any emergency associated with it can be minimized and have a limited impact on properties. Accordingly, the Planning and Zoning Commission believes that granting the requested Conditional Use Permit (CUP) for this large water feature meets the requirements of the Zoning Ordinance, but is including the certain conditions along with this action to achieve a safe and functional outcome for its existence in the City.

Specifically, this support is premised on the following reasons:

1. The dam is relatively small in size and depth.
2. The placement of the lake in the center of the property allows for any emergency issue or problem to occur first upon it, and not downstream properties.
3. The design of the lake and the characteristics of the site can accommodate a major catastrophic failure and not threaten immediate downstream properties.
4. The installation of lakes reflects a longstanding history in Wildwood of building such water features and many of them exist from past actions by other property owners. Therefore, this request is not unusual in that regard.

5. The petitioner has provided engineered plans, a Geotechnical Report, and other items in support of this request, which is indicative of the level of planning and engineering being used in the consideration of this large water feature.

Incumbent to the Commission's support is the property owner agreeing to the conditions of the recommended permit and meeting a regular, thorough maintenance and inspection program for the dam and lake to ensure its long-term stability and integrity. With this condition included in the proposed permit, the Commission does believe the large water feature can be constructed on this site with minimal impacts and threats to the area.

SUMMARY AND RECOMMENDATION >>> The Commission has provided in its Letter of Recommendation upon this request the reasons for its support for the granting of this Conditional Use Permit (CUP). These reasons focus on the large water feature being engineered to the highest available standards, compliance to recommendations from all participating review agencies and other authorities during its construction, and on-going, long-term maintenance of it to ensure its integrity and safety. Accordingly, the Planning and Zoning Commission hereby grants the requested permit for this large water feature, based upon its adherence to the conditions contained in Attachment B of this Information Report.

ATTACHMENT B - CONDITIONS

1. PERMITTED USES

This Conditional Use Permit (CUP) shall authorize a large water feature, as defined by Chapter 415.030 Definitions of the City of Wildwood's Zoning Ordinance.

2. LOT, SIZE, AND USE REQUIREMENTS

a. The authorized large water feature shall not exceed 1.75 acres in overall size.

b. The height of the dam shall not exceed thirty-one (31) feet, as measured from final finish grade at the base of it, outside the water impoundment area.

c. The depth of the lake, at normal pool elevation, shall not exceed fourteen (14) feet.

d. The extent of land disturbance in association with the construction of this large water feature shall be as authorized by the Planning and Zoning Commission on the Site Development Plan.

e. The large water feature authorized by this permit, although created by the construction of a dam that is less than thirty-five (35) feet in height, shall meet all Missouri Department of Natural Resources (MDNR) requirements for design, engineering, and on-going maintenance, including inspection frequencies and criteria. These requirements will be reviewed and acted upon by the Planning and Zoning Commission, as part of the Site Development Plan process, and as directed by the Department of Public Works.

3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the Conditional Use Permit (CUP) being granted by the Planning and Zoning Commission, and prior to any further site disturbance, the operator shall submit to the Planning and Zoning Commission for their review and approval a Site Development Plan. Where due cause is shown by the operator, this time interval may be extended once by the Planning and Zoning Commission in accord with requirements of Chapter 415.510 of the City of Wildwood Zoning Ordinance. Said Site Development Plan shall include, but not be limited to, the following information:

a. Outboundary plat and legal description of the property.
b. Location and extent of all existing improvements, including all buildings and accessory structures, along with the planned large water feature and all improvements in association with it.
c. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within two hundred (200) feet of this site's boundaries, i.e. curb cut and access locations, stormwater facilities, and utility installations and easements.
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 trails, and general location, size, right-of-way, and pavement width of all interior drives.
e. Existing and proposed contours at vertical intervals of not more than two (2) feet.
f. General location of sanitary sewer and stormwater facilities.
g. A Landscape Plan including, but not limited to, the location, size, and general type of plant materials to be used in accord with the City of Wildwood's Chapter 410 and accompanying Tree Manual.
h. An inventory of the percent of tree canopy or individual trees to be retained on the site indicated on a Tree Preservation Plan completed in accordance with the City of Wildwood Chapter 410 Tree Preservation and Restoration Code and accompanying Tree Manual.
i. Location of all existing and proposed easements.
j. All other information not mentioned above, but required on a preliminary plat in accord with Chapter 420.060 of the City of Wildwood Subdivision and Development Regulations.
k. A Stormwater Pollution Prevention Plan (SWPPP) for the site, which shall include the developer's signature and acknowledgment of its requirements.
l. A maintenance plan for this large water feature that is based on annual inspections and reports to be submitted to the City of Wildwood's Department of Planning. This plan shall indicate all steps and procedures that will be used to maintain the large water feature and ensure its stability and safety.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Large Water Feature Setbacks

a. No large water feature and related improvements shall be located within the following setbacks:

   i. One hundred eighty (180) feet from the State Route 100 right-of-way.
   ii. Four hundred (400) feet from any side yard property line of the site.
   iii. Five hundred fifty (550) feet from the right -of-way of Manchester Road.

Landscape Requirements

b. Landscaping shall adhere to all requirements of Chapter 410 of the City's Tree Preservation and Restoration Code and its accompanying Sustainable Plantings Guide and Tree Manual, including the submittal of a Tree Preservation Plan, in conjunction with the Site Development Plan. All roadway frontages shall be appropriately landscaped, as required by Chapter 410 Tree Preservation and Restoration Code, and be approved by the Planning and Zoning Commission on the Site Development Plan.

c. The areas of existing vegetation within the Conditional Use Permit (CUP) boundaries identified as to be retained shall be marked on the site prior to the commencement of any disturbance in accord with the City of Wildwood's Chapter 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and approval. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Chapter 410 Tree Preservation and Restoration Code. Initial clearing and grubbing of the site shall be limited to the installation of any new building and structure.

d. All disturbed areas of the site shall be restored in compliance to the City's Sustainable Plantings Guide and Tree Manual by a combination of ground cover, landscaping, berms, natural stones, and other means to address stormwater runoff and erosion, as well as improve overall site aesthetics. The restoration of disturbed areas shall be indicated on the required Landscape Plan and acted upon by the Planning and Zoning Commission.

e. A registered Landscape Architect shall prepare, submit, and sign all plan(s).

Miscellaneous Conditions

f. The hours of construction and grading activity in association with this large water feature shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No development (grading and construction) activity shall be authorized on Sundays.

g. All retaining walls exceeding three (3) feet in height per section or crossing individual property lines shall be constructed of an appropriate inter-locking concrete block system or boulders. The Planning and Zoning Commission, as part of the Site Development Plan review process, shall review and act upon said materials and design.

h. The generalized location of all utility easements for proposed service to this development shall be as approved by the Planning and Zoning Commission on the Site Development Plan.

i. All utilities serving this site shall be installed underground in accord with the requirements of the City of Wildwood's Subdivision and Development Regulations. Any existing easements located on the subject site, which are not being utilized, shall be vacated under the standard procedures of the City of Wildwood Subdivision and Development Regulations.

j. The property owner, or any assignee or successor, shall provide annual maintenance of this authorized large water feature on the subject property, with such being in accordance with State regulations for the same. A plan for this maintenance and upkeep shall be provided to the Planning and Zoning Commission, as part of the required Site Development Plan. Preventative maintenance shall be authorized on an as-need basis, along with any repairs, but does require an engineered plan be submitted to the City of Wildwood's Department of Public Works for review and action. This plan will then be submitted to the Planning and Zoning Commission for receipt and filing.

5. VERIFICATIONS PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

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

Stormwater Improvements

a. Submit to the Planning and Zoning Commission an engineering plan approved by the City of Wildwood Department of Public Works 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 standards.
   ii. All stormwater shall be discharged at an adequate natural discharge point.
   iii. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the Site Development Plan/Improvement Plan process, to implement "best management practices" for stormwater management/water quality and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, vegetated swales, and other options to substantially reduce the amount of stormwater discharging from the subject site.
   iv. The developer shall provide adequate detention and/or hydrologic calculations for review and approval of all stormwater that will encroach on City of Wildwood rights-of-way.

Stormwater Pollution Prevention Plan

b. Prior to any land disturbance on this subject site, submit a Stormwater Pollution Prevention Plan, as part of the Site Development Plan review process, indicating compliance to Federal, State, and local requirements regarding the management of stormwater runoff to prevent siltation and erosion, both on-site and upon downstream properties.

6. RECORDING

Within sixty (60) days of granting of the Conditional Use Permit (CUP) by the Planning and Zoning Commission, the approved permit language and legal description of the property shall be recorded with the St. Louis County Recorder of Deeds.

7. VERIFICATION PRIOR TO PERMITS

Notification to Department of Planning

a. Subsequent to approval of the Site Development Plan, and prior to issuance of any grading or permit, all approvals from the Missouri Department of Transportation (MoDOT), the Department of Public Works, the U.S. Army Corp of Engineers, the Missouri Department of Natural Resources (MDNR), and the Metro West Fire Protection District must be received by the Department of Planning.

Nuisance Bond

b. Provide to the City of Wildwood a bond, letter of credit, or cash deposit in the amount of three thousand dollars ($3,000.00) for use to undertake any inspections or maintenance of the large water feature and dam, if the property and improvements are not maintained in accordance with said conditions of this permit. The City shall hold this deposit and it will be pre-authorized by the owner/operator, in writing, to exercise its use, if violations are noted and not abated in a timely manner.

8. GENERAL DEVELOPMENT CONDITIONS

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

b. A grading permit is required prior to any grading on the site. Interim stormwater drainage controls in the form of siltation control measures are required and must comply with the Stormwater Pollution Prevention Plan for this development (SWPPP). The developer shall be solely responsible for obtaining any temporary slope and construction licenses needed to address the installation of public and private improvements on this site that require the use of adjoining parcels of ground that are not under their ownership or control.

c. The petitioner shall be responsible for obtaining all necessary permits from the Department of Natural Resources Clean Water Commission as they relate to the development of this tract of land.

d. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public right-of-way. The developer should also be aware of extensive delays in

utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of infrastructure improvements.

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 prevent erosion. This restoration must occur within thirty (30) days of the conclusion of preliminary grading as determined by the Director of Public Works.

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

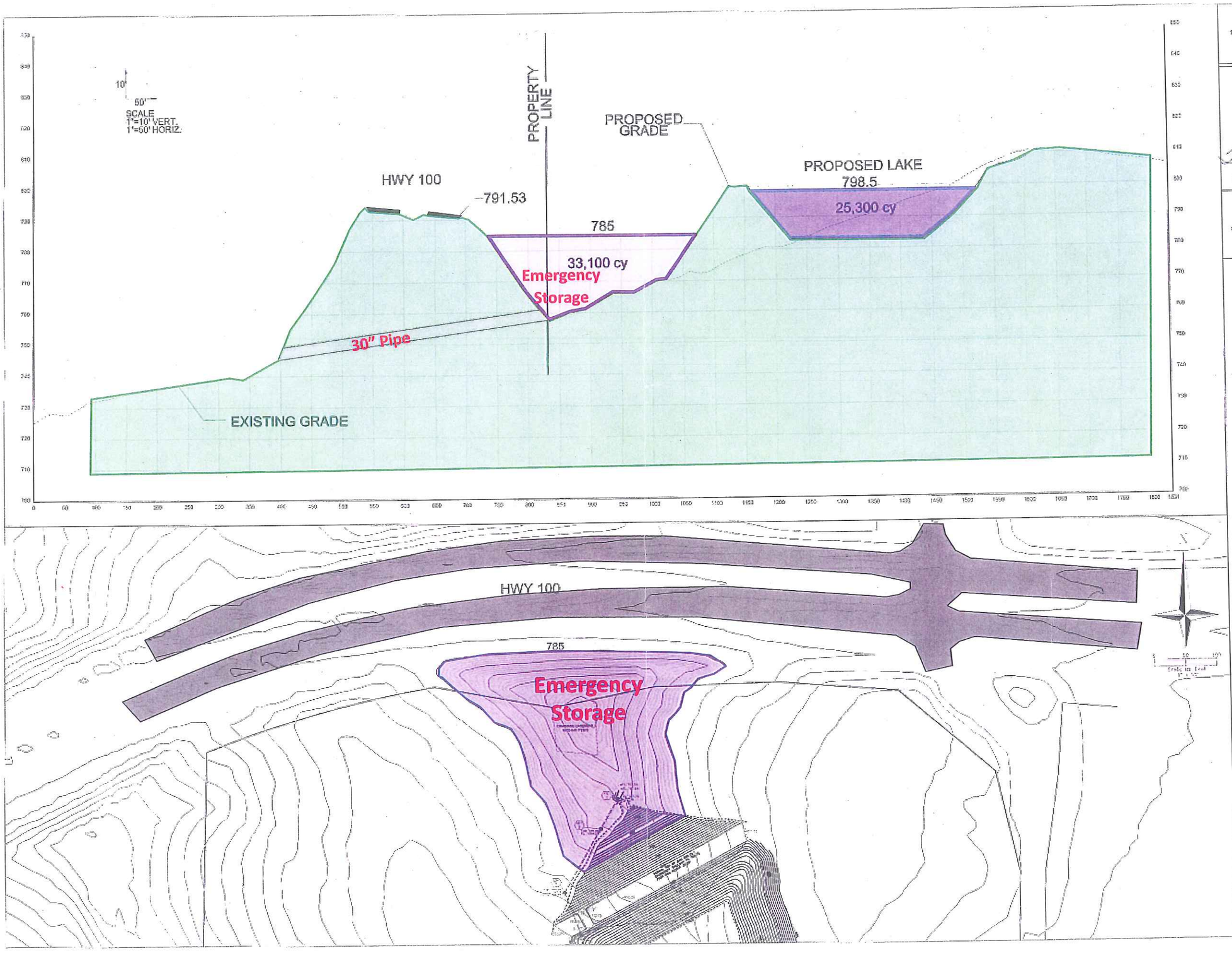
g. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the Planning and Zoning Commission and the Department of Planning. The owner/operator must acknowledge in writing that access to this site for inspection purposes by personnel of the City of Wildwood shall be authorized and, if refused, such action is grounds for revocation of said permit by the City.

h. Any other applicable zoning, subdivision, or other regulations or requirements of the City shall further apply to the development of this property, as authorized by this Conditional Use Permit (CUP), except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning, or other development regulation of the City whether by implication or reference.

i. This zoning approval is conditioned on compliance with the Zoning Ordinance, Subdivision and Development Regulations, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Conditional Use Permit (CUP), except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

j. This Conditional Use Permit (CUP) shall be authorized for a period of seven (7) years, with renewals based upon compliance to the requirements of the same. Renewal requests shall be the responsibility of the owner/operator to submit to the City and must be provided a minimum two (2) months in advance of each renewal for consideration and action by the Planning and Zoning Commission following this initial period of time. Renewals shall be on a seven (7) year basis as well.

ATTACHMENT C
Preliminary Development Plan



Timothy J. Meyer
Professional Engineer
E-24585

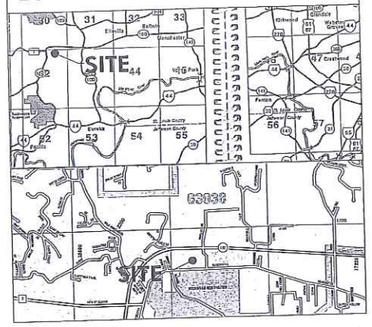
VOLZ Incorporated

17715 MANCHESTER ROAD
WILDWOOD, MO 63038

DAM EXHIBIT
APRIL 14, 2016
SHEET 1

PRELIMINARY DEVELOPMENT PLAN
17715 MANCHESTER ROAD

LOCATION MAP N NTS



LEGEND

CO	CLEAN OUT
CMP	CORRUGATED METAL PIPE
E.M.	ELECTRIC METER
F.F.	FINISHED FLOOR
	FIRE HYDRANT
	GRATE INLET
G	GAS METER
GV	GAS VALVE
G.W.	GUY WIRE
	LIGHT STANDARD
M.H.	MANHOLE
T.P.	TELEPHONE PEDESTAL
U.M.H.	UTILITY MANHOLE
	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
W	WATER METER
W.V.	WATER VALVE
	YARD LIGHT
-G-	GAS LINE
-OU-	OVERHEAD UTILITIES
-SS-	SANITARY SEWER
-T-	TELEPHONE LINE
-W-	WATER LINE
-X-	FENCE
TBR	TO BE REMOVED
TBR&R	TO BE REMOVED AND REPLACED
UIP	USE IN PLACE

BENCHMARKS:

SITE BENCHMARK #1 LARGE NAIL EL 814.60

TIE #1: 84' FROM 24" TREE
TIE #2: 113' FROM 30" TREE

BOTH TREES ARE IMMEDIATELY WEST OF PROPOSED HOUSE

SHEET INDEX

C1 COVER
C2 SITE GRADING PLAN
C3 EXISTING DRAINAGE AREA MAP
C4 DRAINAGE AREA MAP
C5 STORM SEWER PROFILES & DETAILS
C6 SWPPP
C7 SWPPP DETAILS & NOTES
C8 TREE PRESERVATION PLAN

NOTE: THIS VIEW IS AN OVERALL VIEW. FOR MORE DETAIL SEE OTHER SHEETS.

N

100 0 100 200
Scale in Feet
1" = 100'

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.

MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

STORM WATER MANAGEMENT AND LAND DISTURBANCE NOTE:

PROPOSED AREA OF LAND DISTURBANCE = 4.2 ACRES.
A LAND DISTURBANCE PERMIT FROM MODNR SHALL BE OBTAINED.

ANY FUTURE LAND DISTURBANCE OR IMPERVIOUS AREA INCREASE ON THIS SITE, BEYOND THESE ACTIVITIES, MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER CITY OF WILDWOOD REGULATIONS. SAID IMPOSITION OF THESE ADDITIONAL MANAGEMENT REQUIREMENTS SHALL BE AT THE DISCRETION OF THE CITY OF WILDWOOD DEPARTMENT OF PUBLIC WORKS.

UTILITY DISCLAIMER

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

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER R
ST. LOUIS, MO 63038
314-805-1321

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
10849 Indian Head Ind. Blvd.
St. Louis, MO 63132
314.426.6212 Main
314.890.0223 Fax
314.890.0213 Direct
www.volzinc.com
Authority #203

MARRIE E. KILGORE
Professional Engineer
E-2000150026
F-2000150028
3-31-2016

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

CITY OF WILDWOOD
MAR 31 2016
DEPT OF PLANNING & PARKS

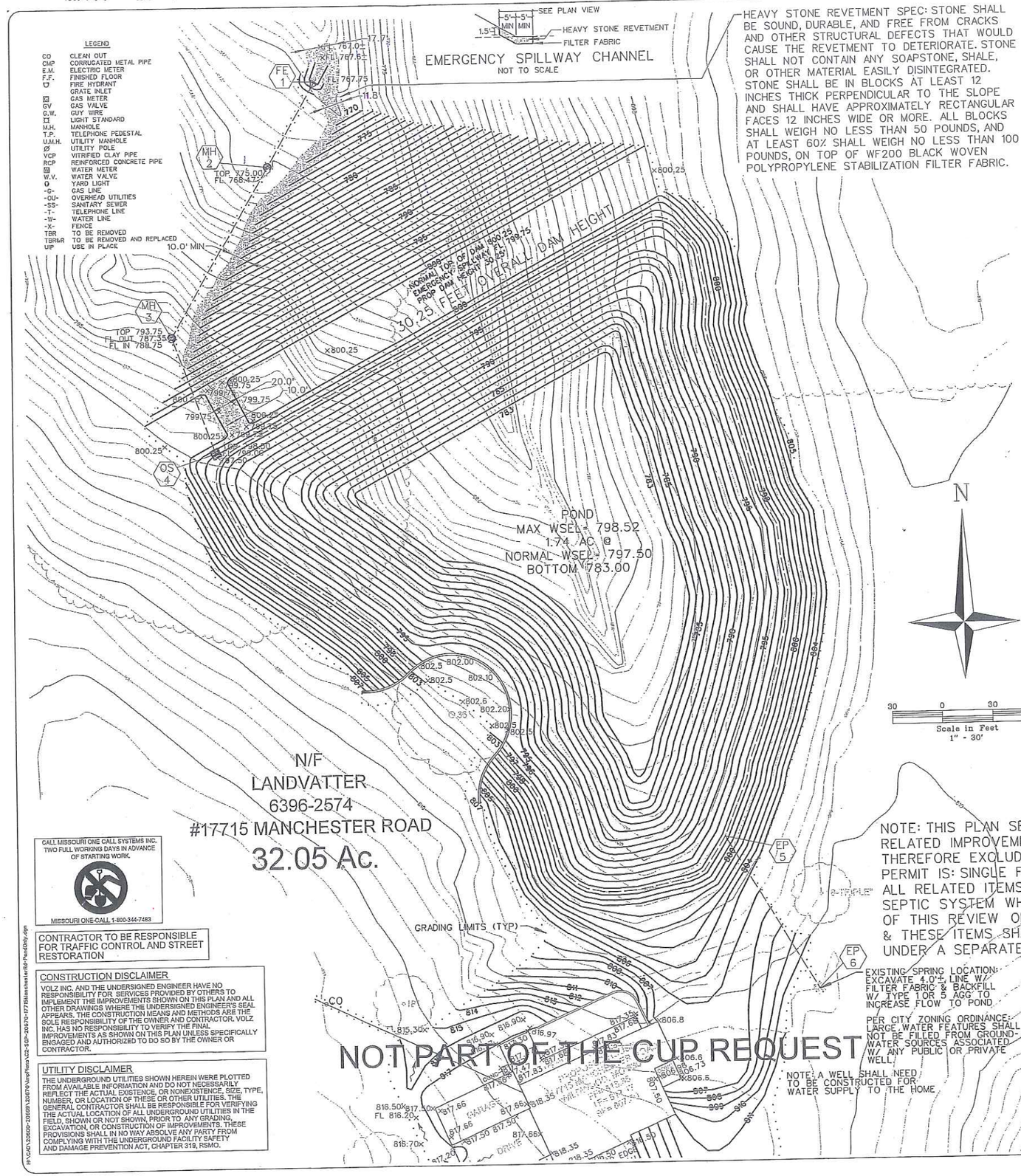
REVISED
02-04-2016
02-16-2016
3-30-2016

COVER

Design By: MK
Drawn By: MK
Checked By: MK
Project # 20870

11-03-2015
C1

H:\CAD\20500-20999\20870\Dwg\Plans\C1-Cover-20870-17715landmarkr40.dgn



REVISED
02-04-2016
3-30-2016

CITY OF WILDWOOD
MAR 31 2016
DEPT OF PLANNING & PARKS

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-605-1321

VOLZ incorporated
ENGINEERS
SURVEYING & PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
10848 Indian Head Industrial Blvd.
St. Louis, Missouri 63132
314.426.0212 Main
314.426.0215 Fax
www.volzinc.com
Missouri Authority #203

MARK I. KILGORE
NUMBER
E-2000150026
3-30-2016
MARK I. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

SITE GRADING PLAN

Design By: MK
Drawn By: MK
Checked By: MK
Project # 20070

11-03-2015

C2

I:\VOLZ\2006\20-20070\Map\Plans\C2-SGP-20070-17715Manchester Rd.dgn Pen\Ashly.dgn

LEGEND

CO	CLEAN OUT
CMP	CORRUGATED METAL PIPE
E.M.	ELECTRIC METER
F.F.	FINISHED FLOOR
	FIRE HYDRANT
	GRATE INLET
GM	GAS METER
GV	GAS VALVE
G.W.	GUY WIRE
	LIGHT STANDARD
M.H.	MANHOLE
T.P.	TELEPHONE PEDESTAL
U.M.H.	UTILITY MANHOLE
	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
WM	WATER METER
W.V.	WATER VALVE
	YARD LIGHT
-G-	GAS LINE
-OU-	OVERHEAD UTILITIES
-SS-	SANITARY SEWER
-T-	TELEPHONE LINE
-W-	WATER LINE
-X-	FENCE
TBR	TO BE REMOVED
TBR&R	TO BE REMOVED AND REPLACED
UIP	USE IN PLACE

MISSOURI STATE HIGHWAY (ROUTE 100)
WIDTH VARIES
(AKA NEW MANCHESTER ROAD)
PER DEED BOOK 6768 PAGE 649

S79°57'48"E 191.05'
N78°36'35"E 166.71'
N87°55'14"E 193.27'
S85°53'18"E 75.61'
S85°44'54"E 119.95'
S19°45'09"E 209.75'
S13°01'15"E 165.84'
L=380.52'
R=1781.23'
75'-40'
N01°03'52"E
4.64 AC
@ 1.70+
Q15+
7.89 CFS
1.75 AC
@ 1.70+
Q15+
2.98 CFS
5.92 AC
@ 1.70+
Q15+
10.06 CFS
N/F
LANDVATTER
6396-2574
#17715 MANCHESTER ROAD
32.05 Ac.
Q15+
4.25 CFS
2.48 AC
@ 1.70+
0.01 AC
@ 3.54+
Q15+
4.25 CFS
S88°27'59"W 399.64'
N01°13'16"E 102.00'
20.50'
N88°46'44"W
288.97'
N01°13'16"E
5.13 AC
@ 1.70+
0.01 AC
@ 3.54+
Q15+
8.76 CFS
2.26 AC
@ 1.70+
Q15+
3.84 CFS
Q15+
8.76 CFS
S01°04'12"W 591.07'
S01°08'49"W 322.81'
MUELLER (40' WIDE) PRIVATE ROAD
LOT 2
S88°34'24"W 882.20'
MANCHESTER (60' WIDE) ROAD
N/F WELLS 11653-1766 (FORMERLY PROPERTY OF CRANE (FEB'D B. 522 PG. 710)
IPF TURNER 1937-1410
IPF FUNK 12576-1344

N

60 0 60 120
Scale in Feet
1" = 60'

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.
MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS, THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

H:\CAD\20600-20699\20670\Mep\Plans\C3-ExDA-20670-17715MonchesterRd.dgn

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONSTRUCTION MANAGEMENT
1034B Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
(314) 890-1255 Main
314.890.1256 Fax
www.volzinc.com
Authority #203

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-805-1321

MARK T. KILGORE
NUMBER E-2000150026
12-16-2015
MARK T. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

CITY OF WILDWOOD
MAR 31 2016
DEPT OF PLANNING & PARKS

REVISED

EXISTING DRAINAGE AREA MAP

Design By: MK
Drawn By: MK
Checked By: MK
Project # 20670

11-03-2015

C3

MISSOURI STATE HIGHWAY (ROUTE 100)
WIDTH VARIES
(AKA NEW MANCHESTER ROAD)
PER DEED BOOK 6703 PAGE 649

S85°53'18"E 75.61'
S85°44'54"E 119.95'
S49°45'09"E 202.75'
S13°01'15"E 185.84'
S01°04'12"W 591.07'
S01°08'49"W 322.81'
MUELLER (40' WIDE) PRIVATE ROAD
S88°34'24"W 882.20'
MANCHESTER (60' WIDE) ROAD
S88°27'59"W 399.64'
N01°03'52"E 751.40'
N01°13'16"E 102.90'
N01°13'16"E 288.97'
20.50'
N88°46'44"W
S79°57'48"E 191.05'
N78°36'35"E 166.71'
N87°55'14"E 193.27'
R=360.52'
R=1781.23'
DRAINAGE EASEMENT 6703-649 ITEM 9

3.64 AC
@ 1.70•
Q15•
6.19 CFS

2.39 AC
@ 1.70•
Q15•
4.06 CFS

5.11 AC
@ 1.70•
0.17 AC
@ 3.54•
Q15•
9.29 CFS

Q15•
4.40 CFS
(•0.15 CFS)

2.40 AC
@ 1.70•
0.09 AC
@ 3.54•
Q15•
4.40 CFS

5.04 AC
@ 1.70•
0.15 AC
@ 3.54•
Q15•
9.10 CFS

2.21 AC
@ 1.70•
Q15•
3.76 CFS

Q15• 3.76 CFS
(•0.08 CFS)

Q15•
9.10 CFS
(•0.34 CFS)

POND
MAX WSEL: 798.52
NORMAL WSEL: 797.50
BOTTOM 783.00

N/F
LANDVATTER
6396-2574
#17715 MANCHESTER ROAD
32.05 Ac.

SITE BM
SPIKE TREE
814.60

N/F
WELLS
11853-1268
(FORMERLY PROPERTY OF DEAN)
(PER D.B. 222 PG. 249)

N/F
TURNER
19371459
LOT 2

N/F
FUNK
17879-1344

20' EASEMENT FOR WATER PIPE
ITEM 8 9953-1856

EASEMENT FOR A ROAD EXTENDING FROM MANCHESTER ROAD, NOW KNOWN AS MUELLER ROAD, AS CONVEYED BY INSTRUMENT IDENTIFIED IN DEED BOOK 6703 PAGE 484.

LEGEND

CO	CLEAN OUT
CMP	CORRUGATED METAL PIPE
E.M.	ELECTRIC METER
F.F.	FINISHED FLOOR
	FIRE HYDRANT
	GRATE INLET
GM	GAS METER
GV	GAS VALVE
G.W.	GUY WIRE
	LIGHT STANDARD
M.H.	MANHOLE
T.P.	TELEPHONE PEDESTAL
U.M.H.	UTILITY MANHOLE
	UTILITY POLE
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
WM	WATER METER
W.V.	WATER VALVE
	YARD LIGHT
-G-	GAS LINE
-OU-	OVERHEAD UTILITIES
-SS-	SANITARY SEWER
-T-	TELEPHONE LINE
-W-	WATER LINE
-X-	FENCE
TBR	TO BE REMOVED
TBR&R	TO BE REMOVED AND REPLACED
UIP	USE IN PLACE

NOTE: FLOWS SHOWN ARE RATIONAL METHOD CALCULATIONS & DO NOT TAKE INTO ACCOUNT THE FLOW REDUCTION DUE TO RETENTION / DETENTION

N

60 0 60 120
Scale in Feet
1" = 60'

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.
MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

CITY OF WILDWOOD
MAR 31 2016
DEPT. OF PLANNING & PARKS

REVISED
02-29-2016
3-30-2016

VOLZ Incorporated
CONSULTING ENGINEERS
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONSTRUCTION MANAGEMENT
1456 Indian Head Indl. Blvd.
St. Louis, Missouri 63132
314.890.6250 Fax
314.432.6611
www.volzinc.com
Missouri Certificate of Authority #203

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-805-1321

MARK L. KILGORE
NUMBER E-2000150026
331206
MARK L. KILGORE
Professional Engineer
E-2000150026

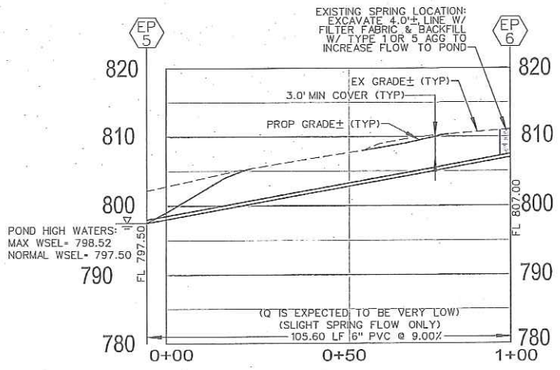
PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

PROPOSED DRAINAGE AREA MAP

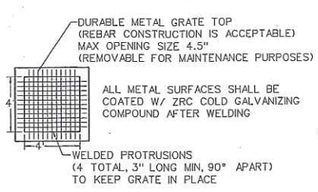
Design By: MK
Drawn By: MK
Checked By: MK
Project # 20670
11-03-2015
C4

H:\CAD\20600-20699\20670\mp\Final\C4-Da-20670-17715Manchester Rd.dgn

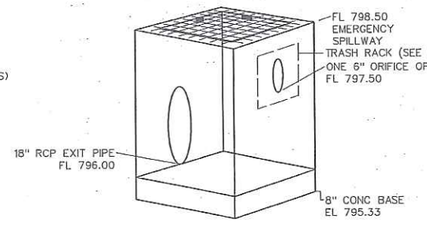
REFERENCE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD)
STANDARD CONSTRUCTION SPECIFICATIONS FOR
SEWERS AND DRAINAGE FACILITIES
FOR ALL STORM SEWER CONSTRUCTION



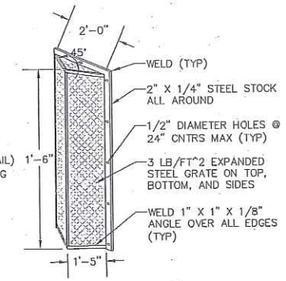
STORM SEWER PROFILE
SCALE: 1"= 20' HOR, 1"= 10' VERT



GRATED TOP PLAN
SCALE: 1"= 5' HOR & VERT



OPENINGS & EXIT
NO SCALE



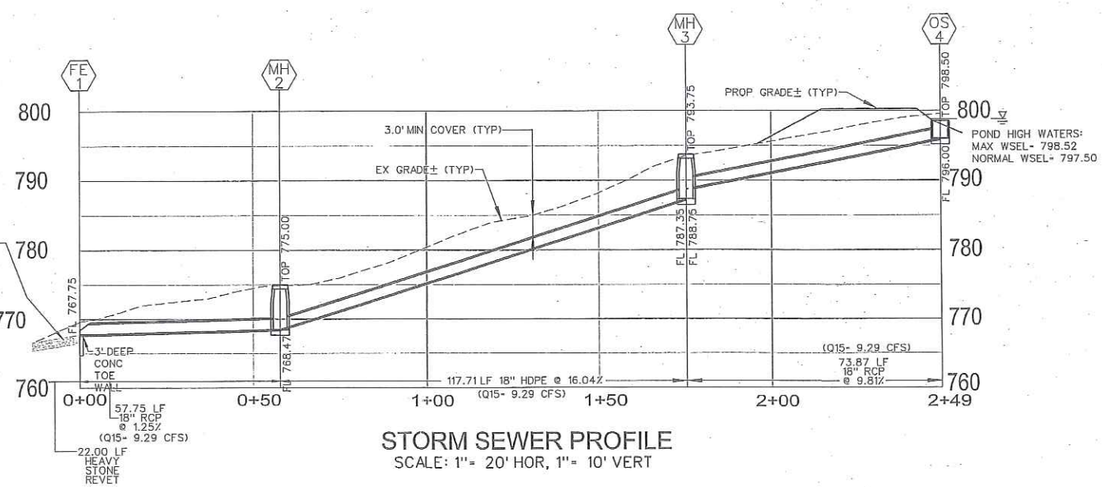
NOTES FOR TRASH RACK

1. TRASH RACK SHALL BE CENTERED OVER OPENING.
2. STEEL TO CONFORM TO ASTM A-36.
3. ALL SURFACES SHALL BE COATED WITH ZRC COLD GALVANIZING COMPOUND AFTER WELDING.
4. TRASH RACK SHALL BE FASTENED TO THE WALL WITH 1/2" MASONRY ANCHORS. TRASH RACK SHALL BE REMOVABLE.

TRASH RACK DETAIL
NO SCALE

OUTLET STRUCTURE

REINFORCEMENT NOT SHOWN FOR CLARITY
BASE, WALLS & REINFORCEMENT SHALL BE
PER TYPICAL MSD AREA INLET



HEAVY STONE REVETMENT SPEC: STONE SHALL BE SOUND, DURABLE, AND FREE FROM CRACKS AND OTHER STRUCTURAL DEFECTS THAT WOULD CAUSE THE REVETMENT TO DETERIORATE. STONE SHALL NOT CONTAIN ANY SOAPSTONE, SHALE, OR OTHER MATERIAL EASILY DISINTEGRATED. STONE SHALL BE IN BLOCKS AT LEAST 12 INCHES THICK PERPENDICULAR TO THE SLOPE AND SHALL HAVE APPROXIMATELY RECTANGULAR FACES 12 INCHES WIDE OR MORE. ALL BLOCKS SHALL WEIGH NO LESS THAN 50 POUNDS, AND AT LEAST 60% SHALL WEIGH NO LESS THAN 100 POUNDS, ON TOP OF WF200 BLACK WOVEN POLYPROPYLENE STABILIZATION FILTER FABRIC.

STORM SEWER PROFILE
SCALE: 1"= 20' HOR, 1"= 10' VERT

St Charles County Government — H:\CAD\20500-20699\20670\SWM\20670-17715ManchesterRd-Q15Hyd-11-10-2015.txt
Hydraulic Review Output Data — 11/10/2015 — Calculations Under Full Flow

Upp Str	Low Str	PL	S	Upp FL LN	Low FL LN	PS	Upp ST EL	Depth HY GR	Upp HY EL	Low HY EL	Hydr Grade	FR Head	VEL	VEL Head	Junc Loss	Turn Loss	Curve STR Loss	STR Grade	Inl Cap	DR Area	PL	Q	TQ	Pipe Cap	Remarks
1 OS 4	MH 3	74	18	796.00	788.75	9.81	798.50	1.96	796.54*	790.25	0.00780	0.58	5.26	0.43	0.43	0.00	0.00			5.28	1.76	9.29	9.29	32.80	Q15
2 MH 3	MH 2	118	18	787.35	768.47	16.04	793.75	5.92	787.83*	769.97	0.00780	0.92	5.26	0.43	0.00	0.00	0.00					0.00	9.29	42.07	Q15
3 MH 2	FE 1	58	18	768.47	767.75	1.25	775.00	5.06	769.94	769.25	0.00780	0.45	5.26	0.43	0.00	0.24	0.00					0.00	9.29	11.74	Q15

St Charles County Government — H:\CAD\20500-20699\20670\SWM\20670-17715ManchesterRd-Q100Hyd-11-10-2015.txt
Hydraulic Review Output Data — 11/10/2015 — Calculations Under Full Flow

Upp Str	Low Str	PL	S	Upp FL LN	Low FL LN	PS	Upp ST EL	Depth HY GR	Upp HY EL	Low HY EL	Hydr Grade	FR Head	VEL	VEL Head	Junc Loss	Turn Loss	Curve STR Loss	STR Grade	Inl Cap	DR Area	PL	Q	TQ	Pipe Cap	Remarks
1 OS 4	MH 3	74	18	796.00	788.75	9.81	798.50	1.88	796.64*	790.25	0.01420	1.05	7.08	0.78	0.78	0.00	0.00			5.28	2.37	12.52	12.52	32.80	Q100
2 MH 3	MH 2	118	18	787.35	768.47	16.04	793.75	5.84	787.91*	770.50	0.01420	1.67	7.08	0.78	0.00	0.00	0.00					0.00	12.52	42.07	Q100
3 MH 2	FE 1	58	18	768.47	767.75	1.25	775.00	4.50	770.50	769.25	0.01420	0.62	7.08	0.78	0.00	0.43	0.00					0.00	12.52	11.74	Q100

CALL MISSOURI ONE CALL SYSTEMS INC.
TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.
MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

H:\CAD\20500-20699\20670\SwpPlans\C5-StormProfs&Dets-20670-17715ManchesterRd.dgn

CLIENT:
MS. LAUREN TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-805-1321

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
1070 Paradise Valley Blvd.
St. Louis, Missouri 63132
314.426.6212 Main
314.426.1755 Fax
www.volzinc.com
Authority #203

STATE OF MISSOURI — MARK L. KILGORE — NUMBER E-2000150026 — 12-7-2015
MARK L. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

CITY OF WILDWOOD
MAR 31 2016
DEPT OF PLANNING & PARKS

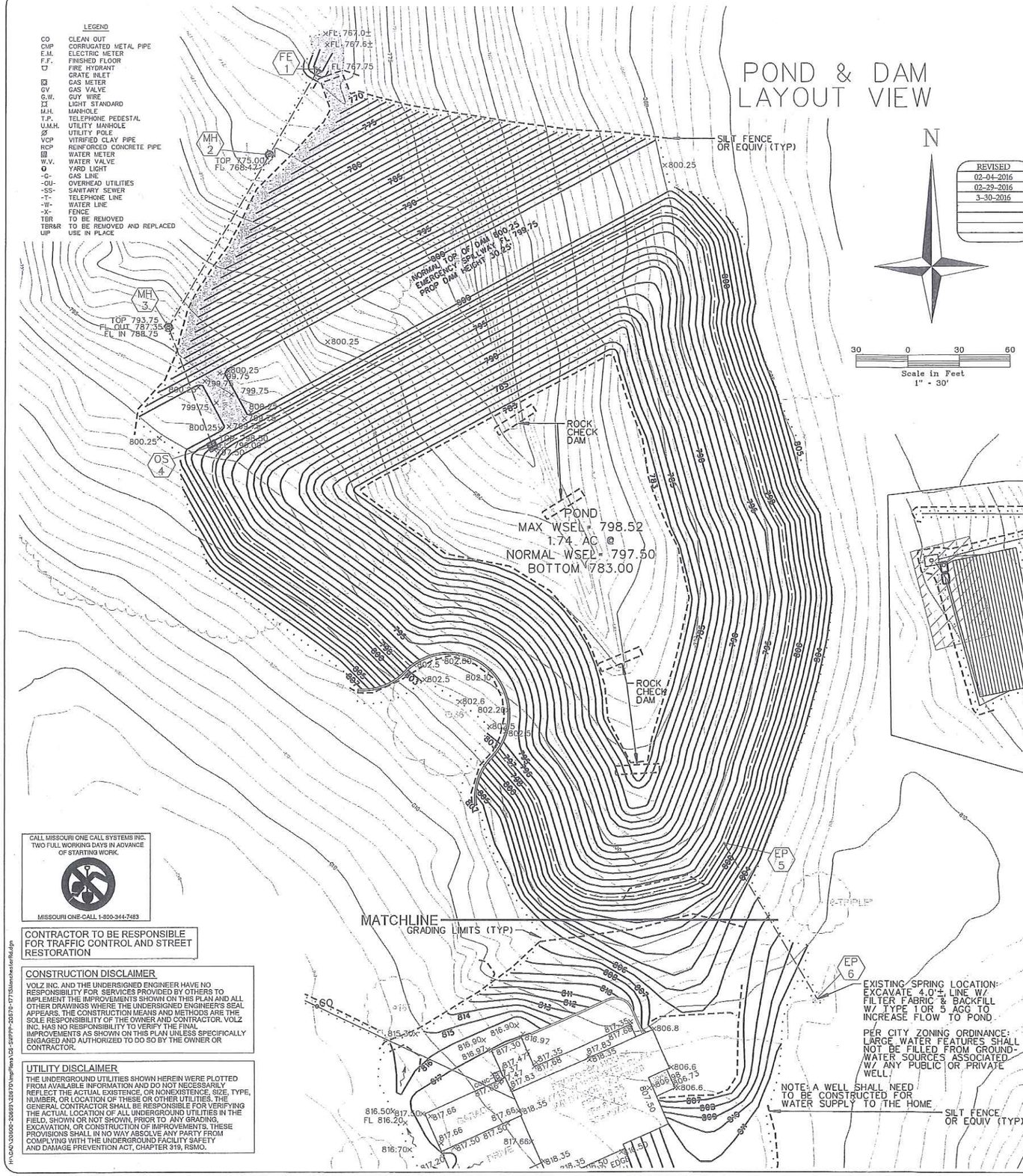
REVISED

STORM SEWER PROFILES & DETAILS

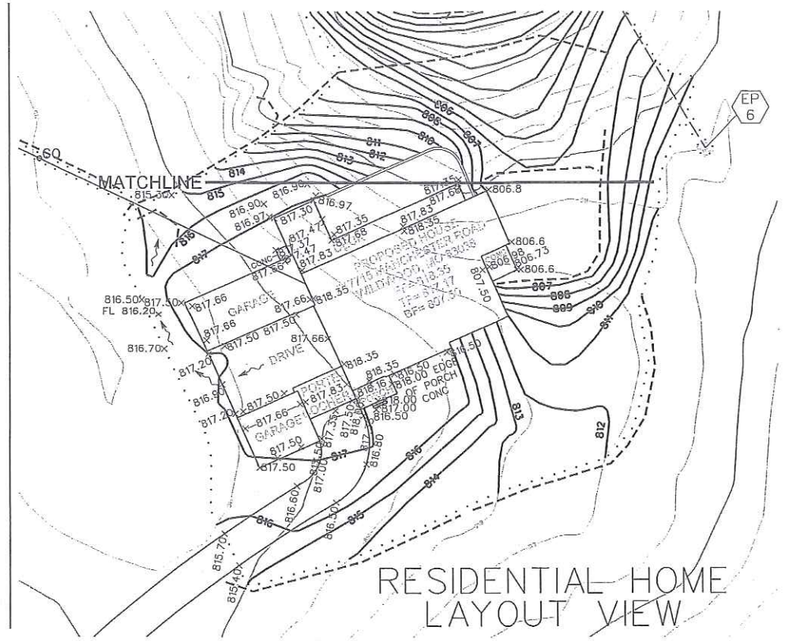
Design By: MK
Drawn By: MK
Checked By: MK
Project # 20670

11-03-2015
C5

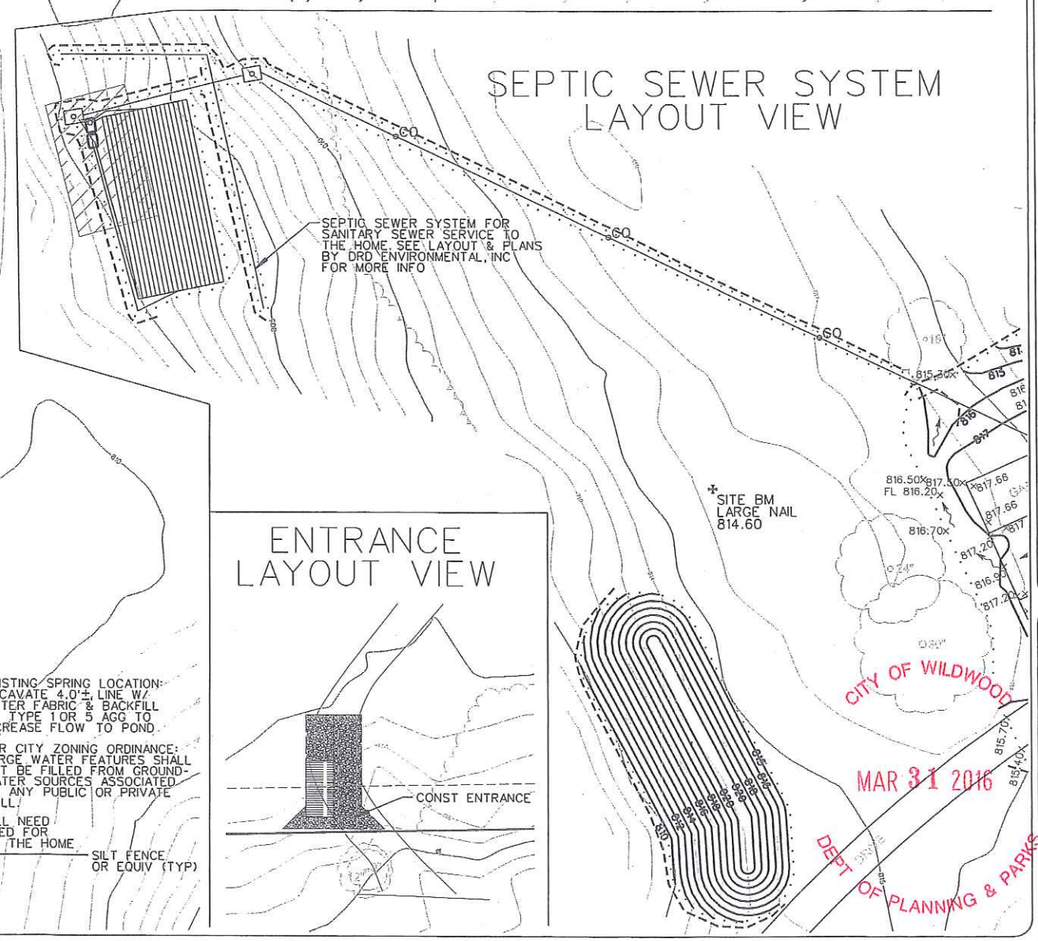
POND & DAM LAYOUT VIEW



RESIDENTIAL HOME LAYOUT VIEW



SEPTIC SEWER SYSTEM LAYOUT VIEW



ENTRANCE LAYOUT VIEW

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.

MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

H:\CAD\20600-20699\20670\Dwg\Plans\C6-SWPPP-20670-17715ManchesterRdLdp

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-605-1321

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
LANDSCAPE ARCHITECTS
CONST. MANAGEMENT
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.890.1250 Fax
www.volzinc.com
AUTHORITY #2003

MARK L. KILGORE
NUMBER E-2000150026
3/30/16
MARK L. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

SWPPP

Design By: MK
Drawn By: MK
Checked By: MK
Project # 20670

11-03-2015

C6

SEEDING

PHYSICAL DESCRIPTION - Establishment of vegetation by spreading grass seed designed to protect exposed soil from erosion by eliminating direct impact of precipitation and slowing overland flow rates. Once established, the vegetative cover will also filter pollutants from the runoff. Use only perennial vegetation for final stabilization.

WHERE BMP IS TO BE INSTALLED - To exposed soil after a phase of rough or finish grading has been completed, or areas where no activity will occur for 30 days.

CONDITIONS FOR EFFECTIVE USE OF BMPs

Type of Flow:	Sheet flow
Contributing Slope Length:	30 foot maximum for 3:1 slopes 50 foot maximum for slope between 3:1 and 10:1 100 foot maximum for slopes under 10%
Minimum Rates:	See attached chart(s)
Acceptable Dates:	See attached chart

WHEN BMP IS TO BE INSTALLED - Immediately after rough or finished grading is completed.

INSTALLATION / CONSTRUCTION PROCEDURES

- ✓ Install upstream BMPs to protect area to be seeded.
- ✓ Rough grade area and remove all debris larger than 1-inch in diameter and concentrated areas of smaller debris.
- ✓ Install stabilization grids, if needed.
- ✓ Mix soil amendments (lime, fertilizer, etc.) into top 3 to 6 inches of soil as needed.
- ✓ Plant seed ½ to ½ inch deep.
- ✓ Roll lightly to firm surface.
- ✓ Cover seeded area with mulch unless seeding completed during optimum spring and summer dates.
- ✓ Install additional stabilization (netting, bonded fiber matrix, etc.) as required.
- ✓ Water immediately - enough to soak 4 inches into soil without causing runoff.
- ✓ If contract / permit allows seeding to be used for final stabilization, only perennial vegetation seeds shall be used.
- ✓ For additional information see Sections 805 and 806.50 of St. Louis County's Standard Specification for Road and Bridge Construction.

O&M PROCEDURES:

- ✓ Inspect every week and after every storm
- ✓ Protect area from vehicular and foot traffic
- ✓ Reseed areas that have not sprouted within 21 days of planting.
- ✓ Repair damaged or eroded areas and reseed and stabilize as needed
- ✓ Do not mow until 4 inches of growth occurs
- ✓ During the first 4 months, mow no more than ½ the grass height
- ✓ Re-fertilize during 2nd growing season

SITE CONDITIONS FOR REMOVAL - Does not require removal, but temporary seeding can be removed immediately prior to work returning to an area

SEEDING REQUIREMENTS

Dates for Seeding

Permanent Seeding	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
Tall Fescue			O	O	O				O	O		
Smooth Brome				O	O	O				O		
Fescue & Brome				O	O	O	O			O	O	
Fescue, Rye & Lespedeza	A	A	O	O	O	P	P	O	O	P	P	A
Temporary Seeding	**Jan**	**Feb**	**March**	**April**	**May**	**June**	**July**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Rye or Sudan	A	A	O	O	O	O	O	O	O	O	A	A
Oats		A	O	O	O	O	O	O	O			

O = Optimum seeding dates
A = Acceptable seeding dates
P = Permitted seeding dates with increasing 2 months later - Mid-July use 50% of seed and 75% of fertilizer. Reseed with additional 75% seed and remaining fertilizer.

Minimum Fertilizer and Seeding Rates

Permanent Seeding*	Pounds per acre	Pounds Per 1000 sq. ft.
Tall Fescue	300	7.0
Smooth Brome	200	4.6
Mixture # 1	250	5.7
Mixture # 2	210	4.8

Mixture # 1 = Tall Fescue @ 150 pounds per acre and Brome @ 100 pounds per acre.
Mixture # 2 = Tall Fescue @ 100 pounds per acre; Perennial Rye grass @ 100 pounds per acre; and Kentucky Blue grass @ 10 pounds per acre.
* = Seeding rate for slopes in excess of 20% (5:1), shall be 10 pounds per 1000 sq. ft.

Temporary Seeding	Pounds per acre	Pounds Per 1000 sq. ft.
Rye or Sudan	150	3.5
Oats	200	5.0

Fertilizer	Permanent Seeding (pounds per acre)	Temporary Seeding (pounds per acre)
Nitrogen	45	20
Phosphate	95	20
Potassium	85	20
Lime - ENM	600	600

ENM = Effective neutralizing material per State evaluation of quarried rock.

CHECK DAM

PHYSICAL DESCRIPTION - A small dam built within a drainage swale or temporary diversion channel designed to pond water and cause sediment to settle out. Dams can be constructed of rock, sand bags, filter rolls / wattles, triangular dikes, or gravel bags. Silt fence shall not be used to construct check dams.

WHERE BMP IS TO BE INSTALLED - At intervals along drainage swales or channels. The top of the downstream check dam should be level with the base of the upstream check dam.

CONDITIONS FOR EFFECTIVE USE OF BMPs

Type of Flow:	Moderate concentrated flow
Contributing Area:	Maximum of 2 acres
Channel Slope:	Maximum of 2%

WHEN BMP IS TO BE INSTALLED - Prior to disturbance of natural vegetation in contributing drainage area; immediately after construction of drainage way.

For additional information see Section 806.30 of St. Louis County's Standard Specification for Road and Bridge Construction.

INSTALLATION / CONSTRUCTION PROCEDURES

- ✓ Grade drainage way and compact area of check dam.
- ✓ Place rock, sand bags, filter rolls / wattles or gravel bags to required configuration perpendicular to flow.

O&M PROCEDURES

- ✓ Inspect every week and after every storm.
- ✓ Remove trash and leaf accumulation.
- ✓ Remove sediment buildup once it reaches ½ depth of check dam or 12" depth, whichever is less.
- ✓ Restore dam structure to original configuration to protect banks.
- ✓ Replace rock on upstream face of dam if ponding does not drain in reasonable timeframe.

SITE CONDITIONS FOR REMOVAL - Remove after contributing drainage areas have been adequately stabilized and vegetation is adequately established in drainage way. Re-grade and vegetate area of check dam.

TYPICAL DETAIL - 806-35.00

WASHDOWN STATION

PHYSICAL DESCRIPTION - An area located at construction entrances designed to wash sediment from the tires and undercarriage of exiting vehicles and prevent sediment from being tracked onto existing roadways.

WHERE BMP IS TO BE INSTALLED - Across or immediately adjacent to exit paths from unpaved construction sites.

CONDITIONS FOR EFFECTIVE USE OF BMPs

Drainage:	Downstream BMPs sized to treat dirty runoff from washdown station

WHEN BMP IS TO BE INSTALLED - First order of work, along with construction entrance, prior to vehicles or equipment accessing unpaved areas.

INSTALLATION/CONSTRUCTION PROCEDURES

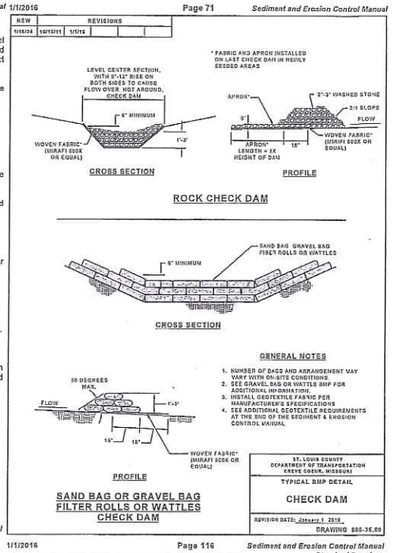
- ✓ Grade and compact area for drainage under washdown pad.
- ✓ Install steel-ribbed plate on frame or other support to allow a 2" drain space.
- ✓ Grade and vegetate downstream BMPs (V-ditch shown on detail).
- ✓ Install water supply and hose.
- ✓ Post sign in advance of station indicating that all exiting vehicles and equipment must use station prior to exiting site.

O&M PROCEDURES:

- ✓ Remove sediment daily.
- ✓ Repair settled areas.
- ✓ Replace rock if necessary to maintain clean surface.

SITE CONDITIONS FOR REMOVAL - Remove when vehicles and equipment will no longer access unpaved areas.

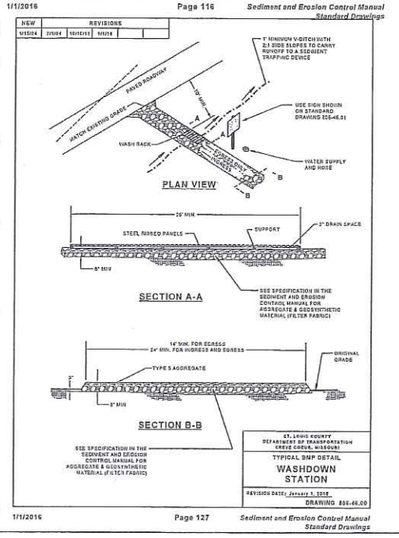
TYPICAL DETAIL - 806-46.00



ROCK CHECK DAM

ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION CREVE COEUR, MISSOURI	
TYPICAL BMP DETAIL	CHECK DAM
REVISION DATE: January 1, 2016	DRAWING 806-35.00

SAND BAG OR GRAVEL BAG FILTER ROLLS OR WATTLES CHECK DAM



ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION CREVE COEUR, MISSOURI	
TYPICAL BMP DETAIL	WASHDOWN STATION
REVISION DATE: January 1, 2016	DRAWING 806-46.00

TYPICAL DETAILS - Minimum seeding rates and acceptable dates for work attached.

INSTALLATION / CONSTRUCTION PROCEDURES

- ✓ Excavate diversion area except for area of upstream connection.
- ✓ Compact as required to place diversion properly.
- ✓ Install pipe bedding or channel lining as required.

SILT FENCE

PHYSICAL DESCRIPTION - Silt fences are used as temporary perimeter controls, appropriate to the BMP, at sites where construction activities will disturb the soil. They can also be used on the interior of the site. A silt fence consists of a length of filter fabric stretched between anchoring posts spaced at regular intervals along the site at low and down slope areas. The filter fabric should be entrenched in the ground. When installed correctly and inspected frequently, silt fence can be an effective barrier to silt leaving the site in storm water runoff.

WHERE BMP IS TO BE INSTALLED - Silt fences apply to construction sites with relatively small drainage areas. They are appropriate in areas where runoff will occur as low-level flow, not exceeding 0.5 c.f.s. The drainage area for silt fences should not exceed 0.25 acre per 100-foot fence length (100 square feet per foot of fence). The slope length above the fence should not exceed 100 feet (NAHB, 1995). The fence should be designed to withstand the runoff from a 10-year peak storm event.

CONDITIONS FOR EFFECTIVE USE OF BMPs - Spacing of parallel lengths of silt fence along slopes is relative to slope steepness as follows:

Type of Flow:	Sheet flow only.
Contributing Slope Length:	30-foot maximum for 3:1 slopes. 50 foot maximum for slopes between 3:1 and 10:1. 100 foot maximum for slopes under 10%.

For additional information see Section 806.70 of St. Louis County's Standard Specification for Road and Bridge Construction.

WHEN BMP IS TO BE INSTALLED - Prior to disturbance of natural vegetation and at intervals during construction of fill slopes. Install on the perimeter of the site (where storm water exits the site) prior to disturbance of natural vegetation, around material stockpiles and interior to the site along slopes, at the base of slopes and at intervals during construction of slopes.

INSTALLATION / CONSTRUCTION PROCEDURES

- ✓ Drive post for fence line.
- ✓ Dig trench to required dimensions in front of posts for fabric burial.
- ✓ Attach wire mesh to posts.
- ✓ Attach fabric to posts, allowing required length below ground level to run fabric along bottom of trench
- ✓ Backfill and compact soil in trench to protect and anchor fabric.

If a standard-strength fabric is used, it can be reinforced with wire mesh behind the filter fabric. This increases the effective life of the fence. The maximum life expectancy for synthetic fabric silt fences is about 6 months, depending on the amount of rainfall and runoff.

The stakes used to anchor the filter fabric should be wood or metal. Wooden stakes should have minimum dimensions of 2 by 2 inches if a hardwood like oak is used. Stakes from soft woods like No. 2 Southern Pine, should have minimum dimensions of 4 by 4 inches. When using steel (standard U, T, L or C shape sections) posts in place of wooden stakes, they should weigh no less than 1.0 lb/linear foot. If metal posts are used, attachment points are needed for fastening the filter fabric with wire ties. Posts should be least 5 feet long and driven or placed at a slight upstream angle into the ground to a

CONSTRUCTION ENTRANCE

PHYSICAL DESCRIPTION - A stabilized entrance to a construction site designed to minimize the amount of sediment tracked from the site on vehicles and equipment. Stabilization generally consists of aggregate over geogrid and geosynthetic material. Mud and sediment fall off of tires as they travel along the stabilized entrance; however, additional measures in the form of a washdown area should also be included on site. The stabilized entrance also distributes the axle load of vehicles over a larger area; thereby mitigating the rutting impact vehicles normally have on unpaved areas. See additional information in the "Construction Site Access Requirements" section of this manual.

WHERE BMP IS TO BE INSTALLED - At locations where it is safe for construction vehicles and equipment to access existing streets – preferably at location of future streets or drives.

CONDITIONS FOR EFFECTIVE USE OF BMPs

Drainage:	Ditches or pipes, if needed, sized for 15 year, 20 minute storm; HGL 6" below surface of entrance

WHEN BMP IS TO BE INSTALLED - First order of work, along with washdown area, prior to vehicles or equipment accessing unpaved areas.

INSTALLATION / CONSTRUCTION PROCEDURES

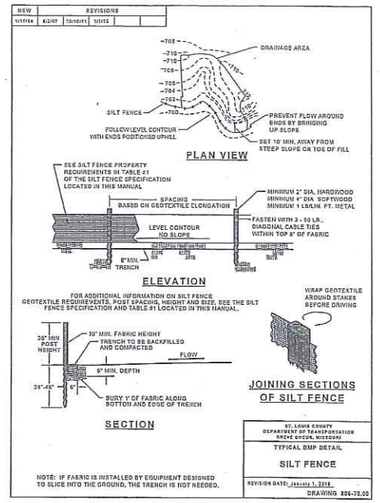
- ✓ Grade and compact area of construction entrance.
- ✓ Install culvert under entrance if needed to maintain positive drainage.
- ✓ Place geosynthetic material next to compacted soil, lay geogrid on top of this, and cover with aggregate, forming diversion across entrance if needed to direct runoff away from roadway.
- ✓ See Washdown Station BMP for additional steps.

O&M PROCEDURES:

- ✓ Immediately remove any mud or debris tracked onto paved surfaces.
- ✓ Remove sediment and clods of dirt from construction entrance continuously.
- ✓ Replace rock if necessary to maintain clean surface.
- ✓ Repair settled areas.

SITE CONDITIONS FOR REMOVAL - Remove when vehicles and equipment will no longer access unpaved areas.

TYPICAL DETAIL - 806-46.01



minimum depth of 18 inches. Depth shall be increased to a minimum of 22 inches if fence is placed on a slope of 3:1 or greater. When the post embedment depth is impossible to obtain, the posts shall be adequately secured to prevent overturning of the fence due to sediment loading.

Erect silt fence in a continuous fashion from a single roll of fabric to eliminate gaps in the fence. If a continuous roll of fabric is not available, overlap the fabric from both directions only at stakes or posts. Overlap at least 6 inches.

The Geosynthetic filter fabric and wire mesh (when applicable) shall be no less than 30 inches above ground and are stapled or wired to the upslope side of the post. Staples should be a 17-gauge wire and ½ inch long. Excavate a trench to bury the bottom of the fabric fence in a "J" configuration at least 6 inches below the ground surface. The trench shall be backfilled with native soil and the soil compacted over the geotextile. This helps to prevent gaps from forming near the ground surface. Gaps would make the fencing useless as a sediment barrier.

The height of the fence posts should be 38 inches (22-inch embedment) to 42 inches (18-inch embedment) above the original ground surface. If standard-strength fabric is used with 14-gauge steel wire with a mesh spacing of 6 inches by 6 inches (or a prefabricated polymeric mesh of equivalent strength), space the posts no more than 4 feet apart. If extra-strength fabric is used without wire mesh reinforcement, space the posts no more than 4 feet apart with woven or 6 feet apart with non-woven geosynthetic.

Alternate Construction:	Install fence by slicing it into ground with specialized equipment. Install posts at reduced spacing indicated on detail.

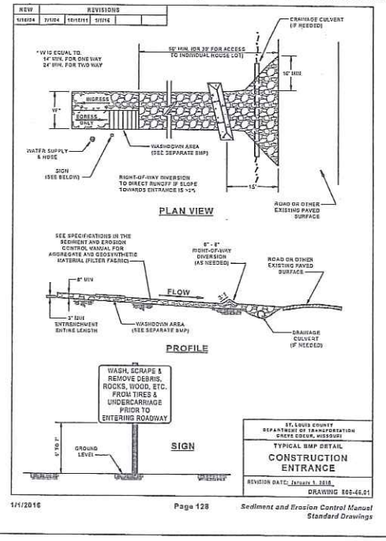
LIMITATIONS - Do not install silt fences along areas where rocks or other hard surfaces will prevent you from uniformly anchoring the fence posts and entrenching the filter fabric. Installing fences in such an area greatly reduces their effectiveness and can create runoff channels leading offsite. Silt fences are not suitable for areas where large amounts of concentrated runoff are likely. Fence shall not be used when slope is 1:1 or greater and water flow rates exceed 2 cubic feet per minute. Open, windy areas present a maintenance challenge, too, because high winds can make the filter fabric deteriorate faster. Do not install silt fences across streams, ditches, or waterways (Smolen et al., 1988).

When the pores of the fence fabric become clogged with sediment, pools of water are likely to form on the uphill side of the fence. Setting and design of the silt fence should account for this. Take care to avoid unnecessarily diverting stormwater from these pools, causing further erosion damage.

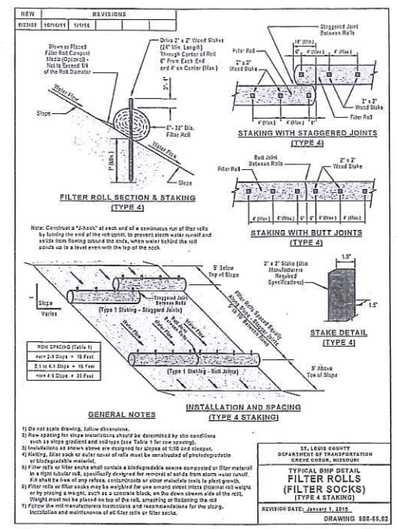
MAINTENANCE CONSIDERATIONS - Inspect silt fences regularly and frequently, as well as after each rainfall event, to make sure that they are intact and that there are no gaps where the fence meets the ground or tears along the length of the fence. If you find gaps or tears, repair or replace the fabric immediately. Remove accumulated sediments from the fence base when the sediment reaches one-third to one-half the fence height. Remove sediment more frequently if accumulated sediment is creating noticeable strain on the fabric and the fence might fail from a sudden storm event. When you remove the silt fence, remove the accumulated sediment, dress the area disturbed to give it a pleasing appearance and vegetate all bare areas as well.

O&M PROCEDURES

- ✓ Inspect every week and after every storm.
- ✓ Remove sediment buildup deeper than ½ the fence height or 12", whichever is less.
- ✓ Replace torn of clogged fabric; repair loose fabric.



ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION CREVE COEUR, MISSOURI	
TYPICAL BMP DETAIL	CONSTRUCTION ENTRANCE
REVISION DATE: January 1, 2016	DRAWING 806-46.01



ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION CREVE COEUR, MISSOURI	
TYPICAL BMP DETAIL	FILTER ROLLS (FILTER SOCK) (TYPE 4 STAKING)
REVISION DATE: January 1, 2016	DRAWING 806-65.02

- ✓ Repair unstable or broken posts.
- ✓ Stabilize any areas susceptible to undermining.
- ✓ Extend fence or add additional row(s) of fence if necessary to provide adequate protection.

SILTING AND DESIGN CONSIDERATIONS - The material for silt fences should be a pervious sheet of synthetic fabric such as polypropylene, nylon, and polyester or polyethylene yarn. Choose the material based on the minimum synthetic fabric requirements shown in Table 1 below.

Table 1- Temporary Silt Fence Property Requirements

Physical Property	Test Method	Units	MARV Geotextile Requirements		
			Supported Silt Fence [2]	Unsupported Silt Fence	
				Woven	Non-Woven
				Elongation ≥ 50% [1]	Elongation ≥ 50% [1]
Post Spacing (Maximum)		feet	4	4	6
Height of Wire / Polymer Fence (Minimum)		inches	30	---	---
Grab Strength (Minimum): Machine Direction Cross Machine Direction	ASTM D 4632	pounds	90 90	125 100	125 100
Permittivity (Minimum)	ASTM D 4491	sec^{-1}	0.05	0.05	0.05
Apparent Opening Size (AOS) [3]	ASTM D 4751	Sieve Number	30	30	30
Ultraviolet Stability (Minimum) (retained strength)	ASTM D 4355	70% after 500 h of exposure			

Notes:

MARV Minimum Average Roll Value

[1] Elongation measured in accordance with ASTM D 4632

[2] Silt Fence Support - 14-gauge steel wire with a mesh spacing of 6 inches by 6 inches (or a prefabricated polymeric mesh of equivalent strength)

[3] Maximum Average Roll Value

SITE CONDITIONS FOR REMOVAL - After permanent vegetation of slope is established. Remove fence and post, re-grade trench area and vegetate.

TYPICAL DETAIL - 806-70.0

REVISED
02-04-2016

CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.

MISSOURI ONE-CALL 1-800-344-7483

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-850-1521

VOLZ Incorporated
ENGINEERS
LAND PLANNING
SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.6212 Main
314.890.1250 Fax
www.volzinc.com
Authority #203

MARK L. KILGORE
NUMBER E-2000150026
12-31-2016
MARK L. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER RD
WILDWOOD, MO 63038

CITY OF WILDWOOD
MAR 31 2016
DEPT OF PLANNING & PARKS

SWPPP DETAILS & NOTES

Design By:	MK
Drawn By:	MK
Checked By:	MK
Project # 20670	

11-03-2015
C7

H:\CAD\20600-20699\20670\dwg\Plans\C7-SWPPPdets-20670-17715ManchesterRd.dgn

GENERAL NOTES:

ZONING DISTRICT:	NU NON-URBAN
SITE AREA:	32.05 AC
WOODED AREA:	20.70 AC
TREE CANOPY REQ'D:	30% OF 20.70= 6.21 AC
CLEARING LIMITS:	4.14 AC TOTAL FOR 2016
TREE CANOPY SAVED:	16.56 AC= 80.0%
TREE CANOPY PLANTED:	0
TREE CANOPY PROVIDED:	16.56 AC= 80.0%
PROPOSED UNITS:	ONE (1) SINGLE FAMILY RESIDENCE

TREE PROTECTION NOTES:

1. PRE-CONSTRUCTION MEETING, HELD ON-SITE TO INCLUDE A PRESENTATION OF TREE PROTECTION MEASURES TO OPERATORS, CONSTRUCTION SUPERVISORS, DEVELOPER'S REPRESENTATIVE, AND CITY ZONING INSPECTORS.

2. CLEARING LIMITS SHALL BE ROUGH STAKED BY DEVELOPER IN ORDER TO FACILITATE LOCATION FOR TRENCHING & FENCING INSTALLATION.

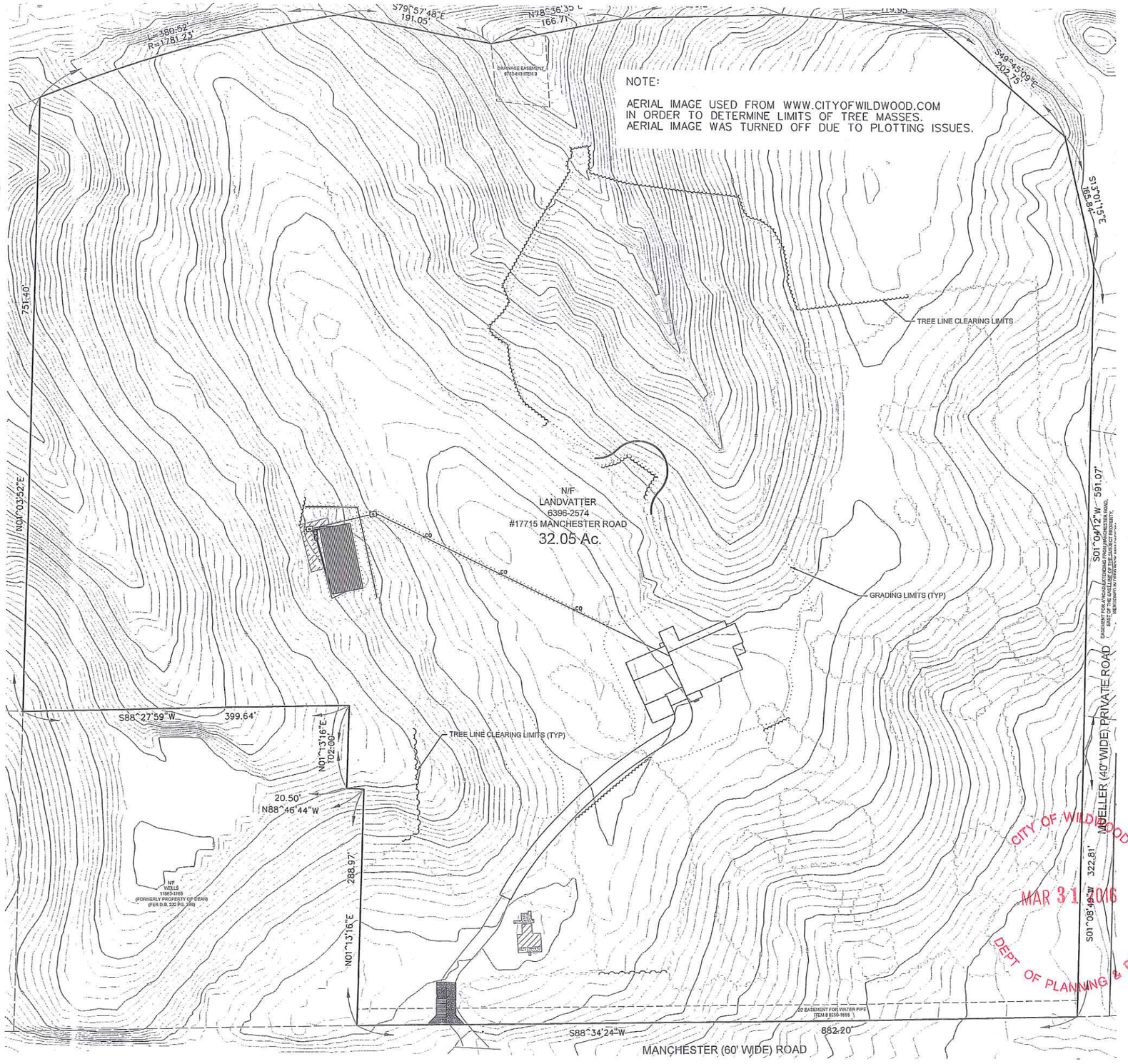
3. NO CLEARING OR GRADING SHALL BEGIN IN AREAS WHERE TREE TREATMENT & PRESERVATION MEASURES HAVE NOT BEEN COMPLETED.

4. THE SEQUENCE OF TREE TREATMENT & PRESERVATION MEASURES SHALL BE:
   A. ROOT PRUNING TRENCHING
   B. TREE PROTECTION FENCING
   C. TREE PRUNING & CHEMICAL TREATMENT
   D. AERATION SYSTEMS INSTALLED
   E. SIGN INSTALLATION

*NRP FENCING MUST BE INSTALLED BEFORE A ZONING AUTHORIZATION WILL BE RELEASED.

DATE OF CALCULATION OF LAND DISTURBANCE AS REQUESTED BY CITY OF WILDWOOD: CALCULATED ON NOV 23±, 2015. CALCULATION IS FOR ULTIMATE MAX DISTURBANCE IN EXPECTED 2016 CONSTRUCTION

60 0 60 120 180
Scale in Feet
1" = 60'



CALL MISSOURI ONE CALL SYSTEMS INC. TWO FULL WORKING DAYS IN ADVANCE OF STARTING WORK.
MISSOURI ONE-CALL 1-800-344-7483

REVISED
02-04-2016
02-29-2016
3-30-2016

CONTRACTOR TO BE RESPONSIBLE FOR TRAFFIC CONTROL AND STREET RESTORATION

CONSTRUCTION DISCLAIMER

VOLZ INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS, THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. VOLZ INC. HAS NO RESPONSIBILITY TO VERIFY THE FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY DISCLAIMER

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

I:\VOLZ\20500-20699\20570\Dwg\Plans\C8-TreePreservation-20570-17715ManchesterRd.dgn

CLIENT:
MS. LAURIE TAYLOR
17715 MANCHESTER RD
ST. LOUIS, MO 63038
314-805-1321

VOLZ Incorporated
ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT
130 S. Bemiston, Suite 1000
St. Louis, Missouri 63105
314.726.6212 Main
314.862.6156 Fax
www.volzinc.com
Authority #203

STATE OF MISSOURI
MARK L. KILGORE
NUMBER E-2000150026
3-31-2016
MARK L. KILGORE
Professional Engineer
E-2000150026

PROJECT ADDRESS:
17715 MANCHESTER ROAD
WILDWOOD, MO 63038

TREE PRESERVATION PLAN

Design By: MK
Drawn By: MK
Checked By: MK
Project # 20570
11-23-2015

C8

ATTACHMENT D
Background Information

P.Z. Number(s): 25-15
(as assigned by department)

PETITION

CITY OF WILDWOOD
NOV 30 2015
DEPT OF PLANNING & PARKS

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: Volz, Inc. - Mark Kilgore, P.E. c/o Owner
Mailing Address: 10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
Telephone Number, with Area Code: 314-426-6212
Fax Number, with Area Code: 314-890-1250
E-Mail Address: mkilgore@volzinc.com
Interest in Property (Owner or Owner Under Contract):
Owner's Engineer / Consultant / Representative

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

Owner's Name (if different than applicant):
Ms. Laurie Taylor
Address: P.O. Box 4064
Chesterfield, MO 63006-4064
Telephone Number, with Area Code: 314-805-1321
email: ltaylor@compuspace-usa.com

SITE INFORMATION

Postal Address of the Petitioned Property(ies):
17715 Manchester Road
Wildwood, MO 63038

Locator Number(s) of the petitioned Property(ies):
23X340061

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

Current Zoning District Designation: NU Non Urban

Proposed Zoning District Designation: NU Non Urban with a C.U.P.

Proposed Planned District or Special Procedure:

USE INFORMATION

Current Use of Petitioned Site: Single Family Residential

Proposed Use of Site: Single Family Residential with 1.74 Acre pond

Proposed Title of Project: 17715 Manchester Road

Proposed Development Schedule (include approximate date of start and completion of the project):
2016 start and end

CONSULTANT INFORMATION

Engineer's/Architect's Name: Volz, Inc

Address: 10849 Indian Head Industrial Blvd

Telephone Number, with area code: 314-426-6212

Fax Number, with area code: 314-890-1250

E-Mail Address: mkilgore@volzinc.com

Soil Scientist/Forester's Name:

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: Mark Kilgore

NAME (PRINTED): Mark Kilgore

ADDRESS: Volz Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132

TELEPHONE NUMBER: 314-426-6212

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

SEAL:

ROBERT VOLZ
MY COMMISSION EXPIRES August 8, 2016
NOTARY SEAL
#12551983
ST. CHARLES COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

SUBSCRIBED AND SWORN BEFORE ME THIS 23rd DAY OF Nov, 2015.

SIGNED: _____
(NOTARY PUBLIC)

NOTARY PUBLIC Robert Volz,
STATE OF MISSOURI.

MY COMMISSION EXPIRES 8-8-16.

FOR OFFICE USE ONLY

1ST SUBMITTAL DATE: 11-30-15

FEE: $250; 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

Travis Newberry

From: mkilgore <mkilgore@volzinc.com>
Sent: Thursday, March 31, 2016 4:33 PM
To: Travis Newberry
Subject: Approval for 17715 Manchester from Fire Department

------ Forwarded Message ------
From: "Dave Phipps" <daveph@metrowest-fire.org>
To: "mkilgore" <mkilgore@volzinc.com>
Cc: "terri@cityofwildwood.com" <terri@cityofwildwood.com>
Sent: 3/31/2016 1:18:16 PM
Subject: RE: 17715 Manchester: submittal for approval from Fire Department

Mark,

The Bureau of Fire Prevention has review the delopment plan for 17715 Manchester Rd. there are no additional fire district requirements.

David E. Phipps
Fire Marshal
Metro West Fire Protection District
(636) 821-5806

From: mkilgore [mailto:mkilgore@volzinc.com]
Sent: Wednesday, March 30, 2016 4:48 PM
To: Dave Phipps <daveph@metrowest-fire.org>
Subject: 17715 Manchester: submittal for approval from Fire Department

Mr. Phipps,

It seems a no-brainer to me, but the City of Wildwood wants your Department's approval on this plan. It is an existing residence to be removed and replaced. No new entrances. Thank you.

Sincerely,

Mark Kilgore, P.E.
Volz Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
mkilgore@volzinc.com
Phone: (314) 890-1223 direct
Cell: (314) 345-0531
Fax: (314) 890-1250

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

REPLY TO
ATTENTION OF:

RECEIVED
FEB 03 2016
20670
By

February 1, 2016

Regulatory Branch
File Number: MVS-2015-889

Ms. Laurie Taylor
PO Box 4064
Chesterfield, Missouri 63006

Dear Ms. Taylor:

We have reviewed your project plans, dated December 7, 2016, submitted on your behalf by Volz Inc., for the project known as *17715 Manchester Road*. The project exists within a 32.05-acre tract that is proposed to have clearing and grading activities for construction of a private residence and water feature. According to the project plans, a 1.75-acre pond will be built onsite, which includes construction of a 30 foot high dam. The pond is expected to be a maximum of 14 feet deep.

The proposed project is located north of Manchester Road and south of Hwy 100, in the City of Wildwood. More specifically, the project is located in Section 3, Township 44 North, Range 3 East, St. Louis County, Missouri. The approximate geographic coordinates of the site are 38.5849297296676° north, -90.6760398682621° east.

The property was visited by the Corps on January 27, 2016. During the site visit, the Corps determined that clearing and grading activities have already been conducted within the footprint of the proposed lake. Immediately to the south of the lake footprint, on the top of the slope is a small pond/seep feature (less than .02-acre). Although the small area is saturated in the general direction of the proposed lake, there is no confined channel flow or tributary features associated with the pond/seep feature. The area may be a remnant farm pond or livestock wallowing hole that was excavated down to the relatively shallow water table. The drainage within the lake impact site is completely graded and no longer has natural features. Several rock grade control structures have been placed in the drainage at this location to stabilize the highly erodible onsite soils. The natural drainage downstream of the impact site is an approximate 4-foot wide channel with cobble and rock substrate and appears to be a jurisdictional water of the United States.

Due to the amount of disturbance that has occurred and the position of the drainage in the watershed, a survey of the natural site conditions was deemed impractical. The impacts that have already occurred to the upper portion of the drainage within the lake footprint are not being regulated by this office at this time.

Based upon a review of the U.S. Geological Survey 7.5-minute topographical map, historic Google Maps imagery, soil survey, National Wetland Inventory maps and the submittal on December 7, 2016, we have determined that the drainage feature did not contain bed, bank, and an ordinary high water mark (OHWM) in this location and the channel is not considered a waters of the United States. As a result of this determination, **a Department of the Army, Section 404 permit is not required** for this project. This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work.

You are reminded that although your proposal does not need a Section 404 permit, based on your submitted plans, any revisions to your proposal, or impacts to the downstream drainage, may be subject to Section 404. **Any expansion of the footprint of the existing clearing and grading or any future impacts proposed to previously undisturbed areas would require permit review prior to the commencement of work.** Any impacts to waters of the United States are to be avoided and would require subsequent authorization from this office.

If you have any questions please contact me at (314) 331-8579. Please refer to file number **MVS-2015-889**. I am forwarding a copy of this letter, without enclosures, to Mr. Mark Kilgore, Volz. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to go to our Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

Jennifer L. Skiles

Jennifer L. Skiles
Missouri Project Manager
Regulatory Branch

Subject: RE: Q to MODOT: MODOT approval being sought.. or is it not needed? Re: Laurie Taylor property 17715 Manchester Road
From: "JOHN \\\"JAY JAY\\\" BRADEN" <John.Braden@modot.mo.gov>
Sent: 1/27/2016 9:33:23 AM
To: "mkilgore" <mkilgore@volzinc.com>

Mark,

Sorry for not getting back to you sooner. As long as there is no need to do any work in MoDOT right of way MoDOT has no concerns with this request. No construction access to the sight will be allowed from MO 100, and if there is a need to do any work within MoDOT right of way a permit will be required. If you have any questions feel free to contact me.

Jay-Jay Braden
Missouri Department of Transportation
Sr. Traffic Specialist - SW St. Louis County
601 Salt Mill Road, Chesterfield, MO 63017
Fax: 573.522.6491 **Mobile:** 314.380.0074
www.modot.mo.gov/stlouis/news_and_information/Permits.htm

From: mkilgore [mailto:mkilgore@volzinc.com]
Sent: Wednesday, January 27, 2016 9:17 AM
To: JOHN "JAY JAY" BRADEN
Cc: 'Laurie Taylor'
Subject: Q to MODOT: MODOT approval being sought.. or is it not needed? Re: Laurie Taylor property 17715 Manchester Road

Jay-Jay,

Are we approved or do we need approval? We are not touching any MODOT ROW or pavement. You said you were going to have somebody at MODOT look at our drainage calcs. That is the last I heard from you which was a month ago.

Thank you.

Sincerely,

Mark Kilgore, P.E.
Volz Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
mkilgore@volzinc.com
Phone: (314) 890-1223 direct
Cell: (314) 345-0531
Fax: (314) 890-1250

------ Original Message ------
From: "JOHN \\\"JAY JAY\\\" BRADEN" <John.Braden@modot.mo.gov>
To: "mkilgore" <mkilgore@volzinc.com>
Sent: 12/30/2015 11:08:27 AM
Subject: RE: 12-30-15 - C1toC8-17715ManchesterRd-20670-12-28-2015

No Manchester is not ours, just 100.

Jay-Jay Braden
Missouri Department of Transportation
Sr. Traffic Specialist - SW St. Louis County
601 Salt Mill Road, Chesterfield, MO 63017
Fax: 573.522.6491 **Mobile:** 314.380.0074
www.modot.mo.gov/stlouis/news_and_information/Permits.htm

From: mkilgore [mailto:mkilgore@volzinc.com]
Sent: Wednesday, December 30, 2015 11:08 AM
To: JOHN "JAY JAY" BRADEN
Subject: Re: 12-30-15 - C1toC8-17715ManchesterRd-20670-12-28-2015

Jay-Jay,

Thank you. Is Manchester Road belonging to MODOT? We plan to have a construction entrance there.

Sincerely,

Mark Kilgore, P.E.
Volz Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
mkilgore@volzinc.com
Phone: (314) 890-1223 direct
Cell: (314) 345-0531
Fax: (314) 890-1250

------ Original Message ------
From: "JOHN \\\"JAY JAY\\\" BRADEN" <John.Braden@modot.mo.gov>
To: "mkilgore" <mkilgore@volzinc.com>
Sent: 12/30/2015 10:02:16 AM
Subject: 12-30-15 - C1toC8-17715ManchesterRd-20670-12-28-2015

Mark,

This is my area, I am going to have our design department look at the drainage calcs, pending their review everything else looks OK. You will need to get a permit from MODOT if there is

any need to work within MoDOT right of way (I have attached a request for permit form just in case). If You have any further question feel free to contact me via email.

Jay-Jay Braden
Missouri Department of Transportation
Sr. Traffic Specialist - SW St. Louis County
601 Salt Mill Road, Chesterfield, MO 63017
Fax: 573.522.6491 **Mobile:** 314.380.0074
www.modot.mo.gov/stlouis/news_and_information/Permits.htm

From: mkilgore [mailto:mkilgore@volzinc.com]
Sent: Monday, December 28, 2015 4:46 PM
To: JOHN "JAY JAY" BRADEN
Subject: C1toC8-17715ManchesterRd-20670-12-28-2015

Jay-Jay,

Attached are electronic plans for a project in Wildwood, MO. Is that your jurisdiction?

The City of Wildwood insists that you take a look at these plans. I'm not sure why: we are going to be lessening runoff due to retention.

At any rate, please let me know if you would like hard copies and how many, to get approval or a statement that no review is necessary.

Thank you.

Sincerely,

Mark Kilgore, P.E.
Volz Inc.
10849 Indian Head Industrial Blvd.
St. Louis, MO 63132
mkilgore@volzinc.com
Phone: (314) 890-1223 direct
Cell: (314) 345-0531
Fax: (314) 890-1250

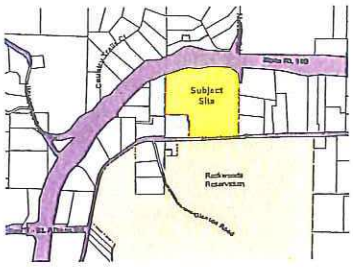
WILDWOOD

16860 Main Street
Wildwood, MO 63040

CITY OF WILDWOOD
NOTICE OF
PUBLIC HEARING
before the Planning and Zoning Commission
Monday, April 4, 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 Addresses of Subject Sites:
17715 Manchester Road, Wildwood, Missouri 63038

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, April 4, 2016, at 7:30 p.m., in the City Hall Council Chambers, 16860 Main Street, Wildwood, Missouri 63040** for the purposes of obtaining testimony regarding request(s) for either the modification of zoning district designations, application of special procedures, change in the underlying regulations of the Zoning Ordinance, action on Record Plats, update on zoning matters, or amendment of the Master Plan, which will then be considered for action. This hearing is open to all interested parties to comment upon this request, whether in favor or opposition, or provide additional input for consideration. If you do not have comments regarding this request, no action is required on your part. Written comments are requested to be submitted prior to 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. 25-15 Laurie Taylor, 17715 Manchester Road, Wildwood, Missouri, 63038, c/o Volz, Inc., Mark Kilgore, 10849 Indian Head Industrial Boulevard, St. Louis, Missouri 63132 – A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a thirty-two point one (32.1) acre tract of land that is located on the west side of Mueller Road, south of State Route 100, and north of Manchester Road (Locator Number 23X340061/Street Address: 17715 Manchester Road). **Proposed Use: A large water feature – lake – (as defined by §415.030 of the City of Wildwood's Zoning Regulations), which exceeds one (1) acre in overall size – one point seven four (1.74) acres. (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.

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
April 4, 2016

The Planning and Zoning Commission meeting was called to order by Chair Bopp, at 7:30 p.m., on Monday, April 4, 2016, 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 Lee
Commissioner Archeski
Commissioner Bauer
Commissioner Gragnani
Commissioner Liddy
Council Member Manton
Mayor Woerther

ABSENT – (1)
Commissioner Renner

Other City Officials Present: Director of Planning Vujnich, Planner Newberry, and City Attorney Golterman.

II. Review Tonight's Agenda / Questions or Comments

There were no questions or comments on the agenda.

III. Approval of Minutes from the March 21, 2016 Meeting

A motion was made by Commissioner Lee, seconded by Mayor Woerther, to approve the minutes from the March 21, 2016 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

No opening remarks were provided.

V. Public Hearings – One (1) Item for Consideration

a) **P.Z. 25-15 Laurie Taylor, 17715 Manchester Road, Wildwood, Missouri, 63038, c/o Volz, Inc., Mark Kilgore, 10849 Indian Head Industrial Boulevard, St. Louis, Missouri 63132** – A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a thirty-two point one (32.1) acre tract of land that is located on the west side of Mueller Road, south of State Route 100, and north of Manchester Road (Locator Number 23X340061/Street Address: 17715 Manchester

Road). **Proposed Use: A large water feature – lake – (as defined by §415.030 of the City of Wildwood's Zoning Regulations), which exceeds one (1) acre in overall size – one point seven four (1.74) acres. (Ward One)**

Chair Bopp read the public hearing guidelines into the record and requested the item be read by the Department.

Planner Newberry read the request into the record.

Director Vujnich provided a brief summary of the request and shared a slideshow of photographs taken on the site, as well as historical aerial photographs showing the extent of tree removal and grading that has already occurred on the site.

Chair Bopp invited members of the public to comment on the item.

David Volz, 10849 Indian Head Industrial Boulevard, St. Louis, Missouri, Volz Inc., described the components of the request, including the size and location of the lake; the height of the dam; and the history and current status of the existing natural spring.

Harold Burrough, 211 North Broadway, St. Louis, Missouri, Bryan Cave LLP, cited the Conditional Use Permit (CUP) Application Packet review letter from the Departments of Planning and Public Works, which was dated March 30, 2016, and stated he did not think the request for a twenty foot (20') wide trail easement was relevant in the context of the current request.

Butch Oberkramer, 180 Haas Road, Eureka, Missouri, Kelpe Contracting, described his experience constructing dams similar to the type proposed in this request and explained components of its proposed design, in relation to the soil analysis provided.

Laurie Taylor, 2000 Sundowner Ridge Drive, Wildwood, Missouri, stated she is the property owner and briefly described her plans for the property. She discussed the location of the proposed lake in relation to State Route 100 and explained the history and current status of the existing natural spring.

Glen DeHart, 2347 Ossenfort Road, Wildwood, Missouri, Council Member Ward One, stated he does not think there are any concerns regarding the request and asked the Planning and Zoning Commission to act favorably on it.

Nathan Muenks, 17824 Mueller Road, Wildwood, Missouri, stated he is in favor of the request. He stated his knowledge of the existing natural spring and the preexisting structure on the site. He stated his concern for allowing construction access on Mueller Road, and asked that construction access be restricted from the private road.

Discussion was held among Commission Members about the design of the proposed overflow; the status of the existing natural spring; the tree clearing that had already occurred on the site; the possible existence of sinkholes on the site; the proposed size of the lake; and the potential of the dam failing and the consequences of such a failure, particularly in relation to the proposed lake's proximity to State Route 100.

Dave Volz, Volz Inc., representative of the petitioner, said his firm would investigate issues regarding the potential failure of the dam and provide a report to the Planning and Zoning Commission.

Commissioner Archeski requested the Department of Planning include a condition that outlines maintenance requirements for the proposed dam.

Motion by Mayor Woerther, seconded by Council Member Manton, to close the public hearing. A voice vote was taken regarding the motion. Hearing no objections, Chair Bopp declared the motion approved.

VI. Old Business – Three (3) Items for Consideration

Letters of Recommendation – Two (2) Items for Consideration

a) **P.Z. 3-16 City of Wildwood Planning and Zoning Commission c/o Department of Planning, 16860 Main Street, Wildwood, Missouri** – A request for the Planning and Zoning Commission's review and action on the 2016 update of the City of Wildwood's Master Plan. The updated Master Plan has been under review by the Master Plan Advisory Committee (MPAC) since January 2015 and its members have acted favorably on this draft and are submitting it for consideration herein. The Master Plan establishes goals, objectives, and policies for the protection of the environment, application of planning techniques for land use and development purposes, allocation of resources and services, prioritization of transportation and infrastructure improvements, provision of public space and recreational amenities within the community, and economic development. Along with these goals, objectives, and policies, the Master Plan establishes types and densities/intensities of land use for every parcel of ground within the boundaries of the City of Wildwood. The City's Charter requires this plan to be updated every ten (10) years, and was last updated in 2006. **(Wards – All)**

Planner Newberry read the request into the record.

Director Vujnich explained the current version of the 2016 update of the Master Plan was presented to the Planning and Zoning Commission at its March 21, 2016 meeting and the Commission acted favorably on it. Director Vujnich stated the Department of Planning is recommending the Commission act favorably to approve the draft Letter of Recommendation, thereby adopting the 2016 update of the Master Plan.

Chair Bopp invited members of the public to comment on the request.

Greg Stine, 16209 Trade Winds Court, Wildwood Missouri, Council Member Ward Seven, made himself available to any questions from Commission Members regarding the Master Plan, given his role on the volunteer committee overseeing the update as a City Council liaison.

A motion by Mayor Woerther, seconded by Commissioner Archeski, to adopt this version of the Master Plan – 2016 Update, as presented.

No discussion was held among Commission Members.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Gragnani, Commissioner Lee, Commissioner Archeski, Commissioner Liddy, Commissioner Bauer, Council Member Manton, Mayor Woerther, and Chair Bopp.
Nays: None

Absent: Commissioner Renner
Abstain: None
Whereupon, Chair Bopp declared the motion approved by a vote of 8-0.

b) **P.Z. 24-14 Centaur Station, (Michael Phelan), 18833 Cliffview Lane, Wildwood, Missouri, 63005 c/o Department of Planning, City of Wildwood, Missouri, 16860 Main Street, Wildwood, Missouri 63040–** A request, in response to a communication from Michael Phelan, which is dated October 16, 2015, regarding **P.Z. 24-14 Centaur Station,** noting his intent to not proceed with the placement of the historic building on the City's registry, thereby seeking the revocation of the Landmark and Preservation Area (LPA) that was approved by the City Council on December 8, 2014 and governs these two (2) tracts of land; west side of Centaur Road, north of Wild Horse Creek Road (Locator Numbers: 19X410082 and 19Y620026/Street Addresses: 107 and 109 Centaur Road); Landmark and Preservation Area (LPA) in the Floodplain Non-Urban Residence District. **(Ward One)**

Director Vujnich explained the Information Report for this revocation request was presented to the Commission at its March 21, 2016 meeting and the Commission acted favorably on it. Director Vujnich presented the draft Letter of Recommendation and stated the Department is recommending the Commission act favorably on this request.

Motion by Mayor Woerther, seconded by Council Member Manton, to revoke the Landmark and Preservation Area.

No discussion was held among Commission Members.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Gragnani, Commissioner Lee, Commissioner Archeski, Commissioner Liddy, Commissioner Bauer, Council Member Manton, Mayor Woerther, and Chair Bopp.
Nays: None
Absent: Commissioner Renner
Whereupon, Chair Bopp declared the motion approved by a vote of 8-0.

Information Reports – One (1) Item for Consideration

c) **P.Z. 18-15 Villas of Wildwood Senior Residences, c/o Scott Puffer, Gardner Capital Development, Inc., 8000 Maryland Avenue, Suite 910, Clayton, Missouri 63105** – A request for the modification of the Town Center Plan's Regulating Plan for two (2) lots that are a 3.7 acre area of Phase II of the Wildwood Town Center Project, thereby altering their current designation from "Downtown" District to "Neighborhood General" District to accommodate a change in zoning from the C-8 Planned Commercial District to the Amended C-8 Planned Commercial District for this same area of the site, being located on the south side of State Route 100, north of Plaza Drive, and west of Fountain Place (Locator Numbers 23V220242 and 23V220233/Street Addresses 251 and 261 Plaza Derive). **Proposed Use: A three (3), story senior housing facility, which would allow a maximum of forty-eight (48) units. (Ward Eight)**

Planner Newberry read the request into the record.

Director Vujnich referenced the letter from Joel Oliver, dated March 10, 2016, requesting to withdraw

this proposal. Director Vujnich asked the Commission to accept this request.

Motion by Commissioner Gragnani, seconded by Commissioner Archeski, to accept the request to withdraw the proposal.

No discussion was held among Commission Members.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Gragnani, Commissioner Lee, Commissioner Archeski, Commissioner Liddy, Commissioner Bauer, Council Member Manton, Mayor Woerther, and Chair Bopp.
Nays: None
Absent: Commissioner Renner
Whereupon, Chair Bopp declared the motion approved by a vote of 8-0.

VII. New Business – One (1) Item for Consideration

Correspondence Items – One (1) Item for Consideration

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

Planner Newberry read the request into the record.

Director Vujnich described the long zoning history of the site. Director Vujnich explained the one (1) acre property has been part of the Town Center Area since its beginning, in 1998. He explained the site's Town Center designation has changed twice over the past several years, the most recent modification occurring in 2014, at the request of the current petitioner. In 2014, the City adopted a site-specific ordinance to allow the construction of three (3) single family residences on individual lots, on the condition that certain Town Center neighborhood design standards and architectural guidelines be applied, including side-entry garages, thirty (30) year architectural shingles, fiber cement siding, and street specifications. Director Vujnich explained the current request from Mr. Manlin is for relief from these conditions of the governing ordinance for the site. Director Vujnich stated the Department of Planning is not recommending support of this request, based on the analysis provided in the Department's report.

Motion by Commissioner Gragnani, seconded by Mayor Woerther, to accept the Department's recommendation not to approve the request.

Chair Bopp invited members of the public to comment on the request.

Gabe DuBois, 148 Chesterfield Industrial Boulevard, Suite G, Chesterfield, Missouri, representative of the Petitioner, shared the site plan for the proposed three (3) lots and photographs of homes in the existing Bordeaux Estates Subdivision. He explained Mr. Manlin was approached by the Bordeaux Estates Subdivision Homeowners Association and was asked to request the change. He explained Bordeaux Estates Subdivision residents would like the homes to be built on this site to be similar to the existing homes in their development.

Victor Grabowski, 16905 Bordeaux Estates Court, Wildwood, Missouri, Trustee of Bordeaux Estates Subdivision Homeowners Association, stated his concern with having three (3) homes at the entrance of Bordeaux Estates Subdivision that have a different design than the existing residences in Bordeaux Estates Subdivision. He also expressed his concern about the placement of a monument sign for Bordeaux Estates Subdivision.

Mike Kresko, 2648 East Avenue, Wildwood, Missouri, Trustee of Bordeaux Estates Subdivision Homeowners Association, stated he would like the three (3) new homes to have a similar design as the existing residences in Bordeaux Estates Subdivision, particularly having front-entry garages. He also expressed his concern about the placement of a monument sign for Bordeaux Estates Subdivision. He asked the Commission to support the residents' request.

Steve Peterson, 2641 East Avenue, Wildwood, Missouri, stated the design standards for the three (3) homes will take away from the attractiveness of the neighborhood and the requested exceptions should be made.

Roger Fischer, 2647 East Avenue, Wildwood, Missouri, expressed his support for the request.

Paul Reinisch, 2644 East Avenue, Wildwood, Missouri, stated the required design standards are too high and would discourage people from building homes on the site. He stated front-entry garages should be allowed. He stated the three (3) homes would be out of context with the existing neighborhood.

Karen Calcaterra, 16913 Bordeaux Estates Court, Wildwood, Missouri, stated front-entry garages should be allowed, as they were in the Cambury Subdivision. She asked the Commission to support the request.

Nick Ritter, 1617 Vintage Ridge Court, Wildwood, Missouri, stated front entry-garages should be allowed, as they were in the Cambury Subdivision.

The following citizens did not wish to speak, but would like their comments included in the official record *(see the attachment for copies of their comment cards)*:

John Schalda, 2629 East Avenue, Wildwood, Missouri, "I support the development's request to allow construction on the three lots in question to match the current homes in Bordeaux Estates. The lots are a natural extension of the subdivision and share more common aspects with it than with old Town Center."

Lisa Iovino, 2629 East Avenue, Wildwood, Missouri, "I support the request made by the residents of Bordeaux Estates to allow the additional three (3) lots to conform to the same zoning as the rest of the subdivision. This will maintain the look of our small neighborhood, creating a consistent look. If the three (3) lots remain in Town Center, it will detract from our subdivision and our city, creating a "patchwork" or "infill" look."

Denise Fischer, 2647 East Avenue, Wildwood, Missouri, "I wish to keep the new houses in the same respect as the current homes. Eliminate the side-entry garage for front entrance. Also allow the exterior of the house to include vinyl siding, as opposed to Hardie Siding."

Julie Matthews, 16909 Bordeaux Estate Court, Wildwood, Missouri, "I would like to seek modification to allow front entry garages and keep style of homes already existing in Bordeaux Estates area."

Discussion was held among Commission Members about current Town Center requirements for the site; the location of future monument sign; requirements of the existing site-specific ordinance; history of the Site Development Plan approval; examples of front-entry garages in the Town Center Area; and more clarification on the history of zoning changes for this site.

Director Vujnich restated the Department's recommendation and outlined the options the Commission has at this time.

Commissioner Lee asked if the Site Development Plan could be changed to consider alternate placement of the garages. Mr. Gabe DuBois, representative of the petitioner, stated he could consider changes to the Site Development Plan.

Motion by Commissioner Liddy, seconded by Commissioner Lee, to postpone a decision to allow the Department of Planning to meet with Mr. Manlin and his engineer to consider alternate placement of the garages.

Chair Bopp called the question.

A voice vote was taken regarding the motion to postpone a decision. The voice vote lacked a majority, with the Chair requesting a roll call.

Chair Bopp called the question.

A roll call vote was taken, with the following results:
Ayes: Commissioner Lee, Commissioner Archeski, Commissioner Liddy.
Nays: Commissioner Bauer, Commissioner Gragnani, Council Member Manton, Mayor Woerther, Chair Bopp.
Absent: Commissioner Renner
Abstain: None
Whereupon, Chair Bopp declared the motion failed by a vote of 3-5

Chair Bopp called the previous question to approve the Department's report (motion by Commissioner Gragnani, seconded by Mayor Woerther).

A roll call vote was taken, with the following results:
Ayes: Commissioner Gragnani, Commissioner Lee, Commissioner Archeski, Commissioner Liddy, Commissioner Bauer, Council Member Manton, Mayor Woerther, and Chair Bopp.
Nays: None
Absent: Commissioner Renner
Whereupon, Chair Bopp declared the motion approved by a vote of 8-0.

VIII. Site Development Plans-Public Space Plans-Record Plats – No Items for Consideration

IX. Other – One (1) Item for Consideration – No Action Required

a) **An update by the Department of Planning on the sewage treatment issue identified as part of the consideration of 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)**

Planner Newberry read the request into the record.

Director Vujnich updated the Commission on the Department's progress investigating the sewage treatment issue identified as part of the consideration of P.Z. 19-15 1971 Pond Road and presented a potential alternative system that had been provided by the petitioner (Payne Family Homes).

Discussion was held among Commission Members regarding examples of where this potential alternative system is already in use within the region.

No action was required on this request.

X. Closing Remarks and Adjournment

Motion by Mayor Woerther, seconded by Commissioner Archeski, to adjourn the meeting. A voice vote was taken. Hearing no objections, Chair Bopp adjourned the meeting at 9:45 p.m.

Approved by: R. Jon Bopp CHAIR

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.

Exploration of Subsurface Conditions
and
Lake and Dam Design Recommendations

LAURIE TAYLOR LAKE AND DAM DESIGN
WILDWOOD, MISSOURI

March 2016

Laurie Taylor
Owner

Volz, Inc.
Civil Engineer/Surveyor

JGE #16010.1

JACOBI GEOTECHNICAL ENGINEERING, INC.
798 Hoff Road
O'Fallon, Missouri 63366-1920
636-978-7112

JACOBI GEOTECHNICAL ENGINEERING, INC.
www.JacobiEngineer.com
798 Hoff Road O'Fallon, Missouri 63366-1920 (636) 978-7112 (636) 978-7113

March 31, 2016

Ms. Laurie Taylor
PO Box 4064
Chesterfield MO 63006-4064

RE: Geotechnical Evaluation
Laurie Taylor Lake and Dam Design
Wildwood, Missouri
JGE #16010.1

Dear Ms. Taylor:

Enclosed is our report, **Exploration of Subsurface Conditions and Lake and Dam Design Recommendations – Laurie Taylor Lake and Dam Design - Wildwood, Missouri**, dated March 2016.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments concerning this report, please call.

Very truly yours,

Jacobi Geotechnical Engineering, Inc.

Carl L. Jacobi, P.E.
Principal

Distribution: Ms. Laurie Taylor – Original and 1 copy (email)
Mr. Tim Meyer, Volz, Inc. – 1 copy (email)

Table of Contents

1.0 INTRODUCTION 1

2.0 PROJECT AND SITE DESCRIPTION 1

3.0 FIELD EXPLORATION 1

4.0 LABORATORY TESTING 2

5.0 SUBSURFACE CONDITIONS 2

6.0 EMBANKMENT AND RESERVOIR CONSIDERATIONS AND RECOMMENDATIONS 3

6.1 Stability Analysis 3
6.2 Settlement 3
6.3 Seepage 4
6.4 Embankment Compaction 4

7.0 CONCLUSIONS AND LIMITATIONS 4

List of Figures and Appendices

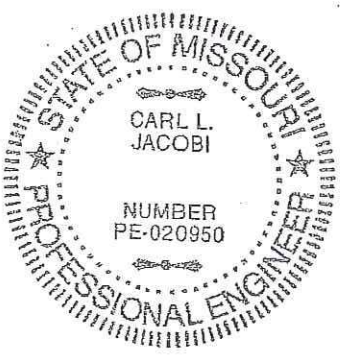
Figure 1 - Location Plan
Figure 2 - Site Plan

Appendix A – Boring Log Legend and Nomenclature
Boring Logs – B-1 through B-4

Appendix B – Test Pit Log Legend and Nomenclature
Test Pit Logs – TP-1 through TP-5

Appendix C – Standard Proctor Tests
Triaxial Tests

Appendix D – PCSTABLE Analyses



Exploration of Subsurface Conditions
and
Lake and Dam Design Recommendations

LAURIE TAYLOR LAKE AND DAM DESIGN
WILDWOOD, MISSOURI

1.0 INTRODUCTION

We are pleased to submit this report containing our geotechnical evaluation of your proposed earth dam. Our report and work prepared by Volz, Inc. should be submitted to the City of Wildwood to obtain the necessary permits to construct the dam. Our work was provided in general accordance with our proposal dated January 21, 2016.

2.0 PROJECT AND SITE DESCRIPTION

The project site is 17715 Manchester Road in Wildwood, Missouri. The parcel is between Old Manchester Road on the south and Highway 100 on the north. The Location Plan, Figure 1, depicts the project location with respect to the surrounding roads.

A 1.75-acre lake will be built in a draw near the center of the 32-acre tract. Manchester Road is immediately downstream of the lake. According to Improvement Plans by Volz, Inc. dated November 3, 2015, the dam will be about 31 feet in height (measured from top of dam to toe of the downstream embankment fill) and will be about 340 feet long. The dam will have about 3.5 horizontal to 1 vertical (3.5h:1v) slopes for the downstream face. The upstream dam face and the cuts around the basin will have 3h:1v slopes above the normal pool elevation and 4h:1v slopes below. Cuts up to about 12 feet will be made into the sides of the draw for borrow for the dam. A portion of the Volz plan is reproduced as the Site Plan, Figure 2.

The dam crest is at El. 800.25 and the primary drop-inlet spillway will have a top at El. 797.50 (the normal pool) and an open channel emergency overflow spillway is at about El. 799.75. Both spillways are on the right side of the dam (when standing below the dam and reservoir).

Our scope of services includes a field exploration, laboratory testing, and engineering analysis to evaluate the borrow material and stability of the dam slopes under normal pool and maximum pool conditions. Settlement and seepage concerns will also be addressed, if appropriate.

The surveying, civil engineering, hydrologic and hydraulic issues and any permit applications will be addressed by Volz.

Dams higher than 35 feet must be permitted by Missouri DNR, but since this dam is only 31 feet, no state permits are required. However, we analyzed the dam's slope for stability under the same conditions as would be needed for a state dam. We also addressed settlement and seepage concerns with the embankment and foundation soils.

3.0 FIELD EXPLORATION

We explored the dam and foundation soils and borrow by drilling four borings (B-1 through B-4) and excavating five test pits (TP-1 though TP-5). We established the boring and test

pit locations in the field at the approximate locations shown on the Site Plan. Elevations were estimated from the Improvement Plans.

Continuous-flight augers powered by a CME-550X drill rig were used to advance the borings to auger refusal at depths of 37 and 33.5 feet or depths of 12.5 to 17.5 feet after penetrating 5 feet of hard weathered rock. Standard penetration tests (SPT) were performed at 2.5- and 5-foot intervals throughout the soil overburden. The standard penetration test provides a guide to soil strength and a disturbed sample for laboratory testing. Four thin-walled Shelby tube samples were obtained in place of the SPT intervals. The borings were backfilled with bentonite chips at the conclusion of drilling.

A Case 590 backhoe was used for the test pits. The test pits were extended to refusal or a maximum depth of about 15 feet. An engineer from JGE guided the excavators, prepared logs of the test pits, and collected disturbed samples. Pocket penetrometer tests were made on the test pit soil samples at selected locations. The test pits were backfilled before leaving.

4.0 LABORATORY TESTING

The samples from the field exploration program were transported to our laboratory for classification and testing. We determined the moisture content of each cohesive sample. We determined the dry density of intact Shelby tube samples. Atterberg limits tests were performed on selected samples to quantify the plasticity characteristics of the soil.

Two standard Proctor (ASTM D 698) moisture-density relationships were performed on the borrow materials. Two multi-stage consolidated-undrained triaxial tests (with pore pressure measurement) were conducted on borrow samples compacted to approximately 95 percent of the standard Proctor maximum dry density.

The nature and thickness of the soils encountered and the results of the field sampling and testing, and most laboratory testing are shown on the enclosed Borings Logs in Appendix A or Test Pit Logs in Appendix B. Our Boring or Test Pit Log Legend and Nomenclature sheets, in front of the appropriate appendix, can be used to interpret the logs. The standard Proctor test and triaxial test results are presented in Appendix C.

5.0 SUBSURFACE CONDITIONS

Presented herein is the general description of the soils encountered. Detailed information regarding the soil types and interpretive soil stratigraphy is presented on the Boring and Test Pit Logs.

Four to six inches of topsoil was present at most of the exploration locations that were not previously cleared. The soils at the dam, B-1 through B-4, consisted of one to six feet of relatively rock-free low to medium plastic, silty clay. This material is underlain by medium to high plastic, silty clay or clay with various amounts of gravel. Weathered rock began between about 7 to 12 feet below the surface. TP-5 excavated in the bottom of the draw near the toe of the dam, revealed similar soil as the borings and had refusal at 10.5 feet.

The test pits along the reservoir edges, TP-1 through TP-4, encountered 4 to 9 feet of primarily rock-free high plastic clay over high plastic clay with various amounts of gravel, which were found to the termination depths of 15 or 16 feet.

The moisture contents of the rock-free soils varied from 15 to 32 percent but were usually in the mid to upper twenties. These soils are medium-stiff in consistency. The moisture

contents of the rocky soils varied considerably based on their rock content and were generally very stiff to hard.

Auger refusal was encountered in B-2 at 37.0 feet and B-4 at 33.5 feet after penetrating 23 to 26 feet of hard weathered rock. B-1 and B-3 were terminated at depths of 17.5 and 12.5 feet, respectively, after penetrating about 5 feet of hard weathered rock. The weathered rock, while not causing refusal of the auger, was very hard, drilled very slowly, and the carbide teeth on the bit had to be replaced often. Refusal is a designation applied to any material that cannot be further penetrated by the drilling auger without extensive effort and is usually indicative of a very hard or very dense material, such as boulders or bedrock. Published information shows the bedrock is likely the Mississippian age cherty limestone at the lower elevations and Pennsylvanian age shale at the upper elevations.

Groundwater was not encountered by the driller at the time of drilling. Groundwater levels may not establish themselves in a drilled boring even after several days. Groundwater is subject to seasonal and climatic variations and may be present at different depths at a future date. We do not expect that groundwater will impact the project.

6.0 EMBANKMENT AND RESERVOIR CONSIDERATIONS AND RECOMMENDATIONS

6.1 Stability Analysis

A stability analysis was performed on the downstream slope of the dam using the computer program PCSTABL. We modeled the dam cross-section at the maximum height based on the topography provided by Volz. Soil parameters for the fill materials and natural soils were conservatively based on field data and laboratory tests.

Four conditions were assessed for the stability analysis, as shown in the following table. The minimum factors of safety required by MDNR for the four conditions are also provided in the table. Our stability analysis of the four conditions resulted in factors of safety were greater than the minimums established by MDNR. Output files of the stability analysis, which depict the 10 critical failure surfaces, are included in Appendix D.

For the earthquake condition, our analysis was performed using a seismic load of 10% of gravity.

Case	Water Elevation	Computed Factor of Safety	MDNR Minimum Factor of Safety
Steady Seepage – Full Reservoir	797.50	1.70	1.5
Steady Seepage – Maximum Reservoir	798.52	1.67	1.3
Steady Seepage – Full Reservoir/Earthquake	797.50	1.15	1.0
End of Construction – Full Reservoir	797.50	2.44	1.4

6.2 Settlement

Our exploration indicates that thick deposits of soft, compressible soils are not present beneath the dam, and in general the soils in this area are relatively stiff. As such, it is our opinion that settlement of the dam due to compression of the underlying soils should be very small. We expect that the maximum settlement of the embankment fill, including the foundation and internal compression, will be less than about 6 inches.

6.3 Seepage

The embankment borrow will largely consist of plastic, silty clay or clay with some gravel. We expect either material will have a permeability of 1×10^{-7} centimeters per second or lower when properly compacted. As such, we do not expect excessive seepage to occur through the dam section.

We recommend removing the organic materials from the dam area. An anti-seepage trench 10 feet wide and 5 feet deep should be cut under the crest of the dam and for the full length of the dam prior to placing any fill. The side slope of the trench should be no steeper than 1.5h:1v.

Based on our observations of the lake basin, it appears that suitable materials are in place for impounding water. However, since weathered rock may be present in the deeper cuts of the basin slopes, we recommend at least two feet of primarily gravel-free soil be placed as a cap where the weathered rock is less than three feet below the surface. The entire basin area should be scarified to a depth of 12 inches and compacted with a sheepsfoot roller after grading.

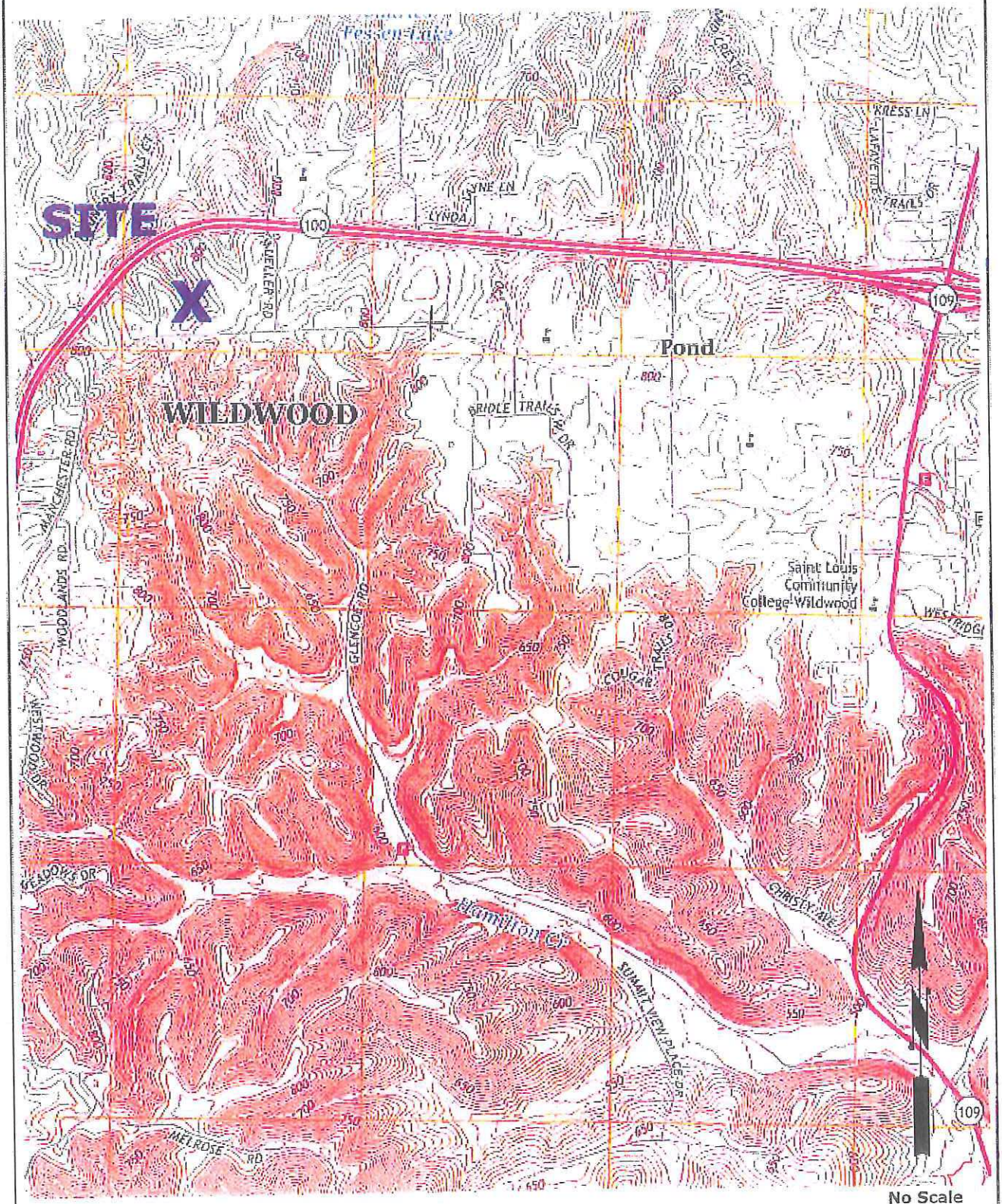
6.4 Embankment Compaction

Fill should be placed in 8-inch loose lifts and compacted with a sheepsfoot roller to a minimum dry density of 95 percent of the material's standard Proctor maximum dry density (ASTM D698). Field density tests should be performed on each lift of fill to check that proper compaction is being achieved.

7.0 CONCLUSIONS AND LIMITATIONS

Our analyses indicate that the dam slopes as proposed have acceptable factors of safety for slope stability. The dam embankment materials must be properly compacted and we do not expect that excessive seepage will occur through the dam section. We also expect that sufficient natural clay soils are present throughout the lake basin to inhibit excessive seepage loss through the underlying more permeable weathered bedrock materials.

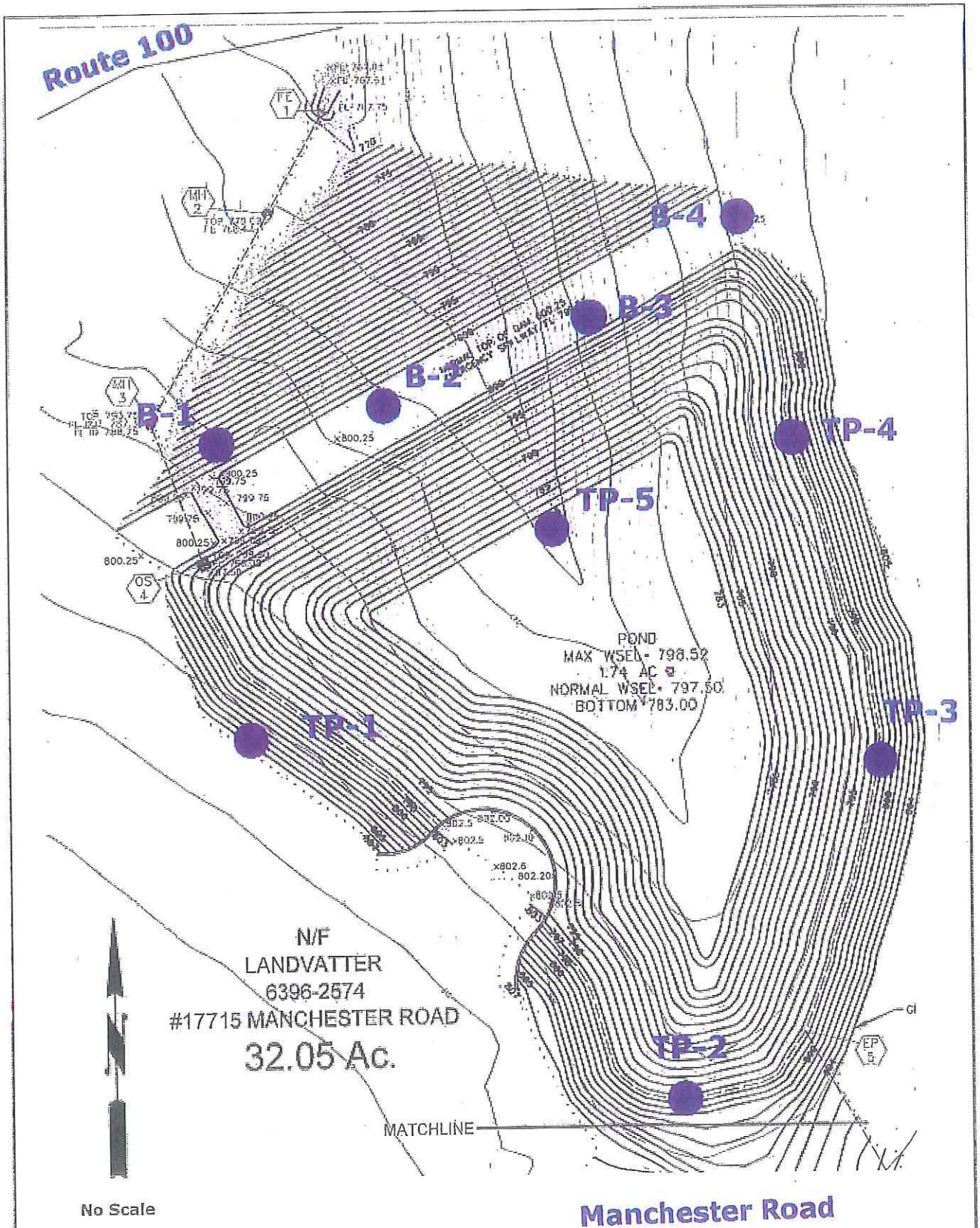
The opinions and conclusions contained herein are based on four test borings, five test pits, review of available plans, our observations and analyses, and regionally accepted practice. We should be notified if any of the information contained herein is incorrect or incomplete.



Location Plan based on USGS Eureka 2015 Topographic Map

JACOBI GEOTECHNICAL ENGINEERING, INC.
LOCATION PLAN
Laurie Taylor Lake and Dam Design
Wildwood, Missouri
16010 March 2016

Figure 1



Site Plan based on plan by Volz Incorporated

JACOBI GEOTECHNICAL ENGINEERING, INC.
SITE PLAN
Laurie Taylor Lake and Dam Design
Wildwood, Missouri
16010 March 2016

Figure 2

APPENDIX A

JACOBI GEOTECHNICAL ENGINEERING, INC.

BORING LOG
LEGEND AND NOMENCLATURE

Depth - Depth below ground surface, in feet.

Elevation - Referenced to msl, city, or site datum, in feet.

Type No. - Sample type and number designated by the following:

SS - Split spoon; disturbed sample from standard penetration test. Obtained by driving 2-inch O. D. split-spoon sampler. Blow counts for three 6-inch increments reported (ASTM D 1586). N-value is the sum of the second and third blow counts.

ST - Shelby tube sampler; undisturbed, obtained by pushing 3-inch-diameter, thin walled tube sampler (ASTM D 1587).

CS - Continuous sampler; undisturbed, obtained by split barrel sampler during auger advancement.

AS - Auger samples; disturbed, obtained from auger cuttings or wash water return.

NX - Nx rock core sample; nominal 2-inch-diameter, obtained by diamond core bit sampler, percent recovery and RQD reported (ASTM D 2113). **Note:** RQD indicates the ratio of the total length of segments greater than 4 inches to the total length drilled.

SV - Shear vane test; obtained by pushing a 2-inch-diameter vane then torquing, shear strength in existing and remolded states reported (ASTM D 2573).

Recovery - Reported in inches as a ratio of the length of sample recovered to the total length pushed, driven, or cored.

Blows per 6 inches - The number of blows per 6 inches of sampler penetration when driven by a 140-pound hammer 30 inches (ASTM D 1586). **Note:** To avoid damaging the equipment driving is limited to 50 blows per 6-inch increment.

USCS - Unified Soil Classification System; designates letter symbols for soil types (ASTM D 2487 & D 2488).

Soil Description - Describes soil according to the Unified Soil Classification System (ASTM D 2488 & D 2488), indicates constituents and characteristics. Solid lines between descriptions indicate approximate change between soil types and the transition may be gradual.

Water level – Ground water detected by drillers at the time of drilling.

Laboratory Test Results

Moisture % - Moisture content expressed as a percentage of the dry unit weight (ASTM D 2216).

Liquid Limit and Plastic Limit - Index tests performed for classifying fine-grained components of soils (ASTM D 4318).

Dry Density - Obtained from Shelby tube or continuous samplers, reported in pounds per cubic foot (pcf).

Shear Strength - Results reported in kips per square foot (ksf) determined by Unconfined Compression Test unless preceded by PP or TV.

Unconfined Compression Test - Shear strength obtained from Shelby tube or continuous samplers (ASTM D 2166).

PP - Penetrometer - Approximates shear strength of unconfined compressive test.

TV - Torvane – Miniature vane used in determining approximate shear strength.

JACOBI GEOTECHNICAL ENGINEERING, INC
BORING LOG NO. B-1

PROJECT NAME: Laurie Taylor Lake and Dam Design			**PROJECT NO. 16010**
LOCATION: Wildwood, Missouri			**GROUND EL.: 790+/-**
DRILLER: Midwest Drilling Inc.	**DRILL: 550X**	**METHOD: 4 inch CFA**	**HOLE DEPTH (ft): 17.5**
DRILL DATE: 3-4-16			

Depth	Elevation	Type No.	Recovery (in./in.)	Blows Per 6"	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Density (pcf)	Shear Strength (ksf)	Depth
0	790					4 in. Topsoil					0
		ST 1	20/24		CL	Brown, lean, SILTY CLAY	27		95		
		ST 2	6/14				15		95		
5	785										5
		SS 3		24-50/5	CL	Brown, lean, SILTY CLAY, with trace gravel and rock fragments	6				
					CL	Brown, lean, SILTY CLAY, with gravel and rock fragments					
		SS 4		18-19-50/4		WEATHERED ROCK and CHERT fragments	2				
10	780										10
		SS 5		38-50/3			3				
		SS 6		50/2			3				
15	775										15
		SS 7		50/2			3				
						Boring terminated at 17.5 feet					
20	770										20
25	765										25
30	760										30
35	755										35

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
BORING LOG NO. B-2

PROJECT NAME: Laurie Taylor Lake and Dam Design | **PROJECT NO. 16010**

LOCATION: Wildwood, Missouri | **GROUND EL.: 781+/-**

DRILLER: Midwest Drilling Inc. | **DRILL: 550X** | **METHOD: 4 inch CFA** | **HOLE DEPTH (ft): 37.0**

DRILL DATE: 3-2-16

Depth	Elevation	Type No.	Recovery (in./in.)	Blows Per 6"	USCS	Soil Description	Moisture (%)	Liquid Limit	Plastic Limit	Dry Density (pcf)	Shear Strength (ksf)	Depth
0	781				CL	1 in. Topsoil Brown, lean, SILTY CLAY						0
		SS 1		3-4-6			29					
		ST 2	6/6									
					CL	Brown, lean, SILTY CLAY, with gravel						
5	776				CH	Brown and gray, fat, CLAY, with trace sand and gravel						5
		SS 3		6-6-11			17					
					CH	Reddish brown, fat, CLAY, with gravel and weathered rock						
		SS 4		8-11-16			12					
10	771											10
		SS 5		50/6		WEATHERED ROCK, with rock fragments and some shaley clay	14					
		SS 6		50/4			10					
15	766											15
		SS 7		50/5			7					
20	761											20
		SS 8		50/3			8					
25	756					1 in. to 7 in thick ROCK layers or cobbles below 26.5 feet						25
		SS 9		50/1.5			8					
30	751											30
		SS 10		50/2			16					
35	746											35

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
BORING LOG NO. B-2

PROJECT NAME: Laurie Taylor Lake and Dam Design			**PROJECT NO. 16010**
LOCATION: Wildwood, Missouri			**GROUND EL.: 781+/-**
DRILLER: Midwest Drilling Inc.	**DRILL: 550X**	**METHOD: 4 inch CFA**	**HOLE DEPTH (ft): 37.0**
DRILL DATE: 3-2-16			

Depth	Elevation	Type No.	Recovery (in./in.)	Blows Per 6"	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Density (pcf)	Shear Strength (ksf)	Depth
35	746					WEATHERED ROCK					35
						Auger refusal at 37.0 feet					
40	741										40
45	736										45
50	731										50
55	726										55
60	721										60
65	716										65
70	711										70

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
BORING LOG NO. B-3

PROJECT NAME: Laurie Taylor Lake and Dam Design			PROJECT NO: 16010
LOCATION: Wildwood, Missouri			GROUND EL.: 787+/-
DRILLER: Midwest Drilling Inc.	DRILL: 550X	METHOD: 4 inch CFA	HOLE DEPTH (ft): 12.5
DRILL DATE: 3-3-16			

Depth	Elevation	Type No.	Recovery (in./in.)	Blows Per 6"	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Density (pcf)	Shear Strength (ksf)	Depth
0	787					Brown, lean, SILTY CLAY					0
		SS 1		14-21-33	CL	Brown, lean, SILTY CLAY, with sand and weathered rock and gravel	7				
		SS 2		13-15-50/3	CH	Light gray and tan, fat, SHALEY CLAY, with rock fragments and weathered rock	13				
5	782	SS 3		31-50/3			5				5
						9 in. ROCK layer					
		SS 4		50/3		WEATHERED ROCK and rock fragments	6				
10	777	SS 5		50/3			6				10
						Boring terminated at 12.5 feet					
15	772										15
20	767										20
25	762										25
30	757										30
35	752										35

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
BORING LOG NO. B-4

PROJECT NAME: Laurie Taylor Lake and Dam Design			**PROJECT NO. 16010**
LOCATION: Wildwood, Missouri			**GROUND EL.: 801+/-**
DRILLER: Midwest Drilling Inc.	**DRILL: 550X**	**METHOD: 4 inch CFA**	**HOLE DEPTH (ft): 33.5**
DRILL DATE: 3-4-16			

Depth	Elevation	Type No.	Recovery (in./in.)	Blows Per 6"	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Density (pcf)	Shear Strength (ksf)	Depth
0	801										0
		SS 1		3-3-3	CH	4 in. Topsoil Brown, fat, CLAY	26				
		ST 2	20/20				13		93		
5	796				CL	Brown, lean, SILTY CLAY, with trace gravel					5
		SS 3		8-11-6			11				
					CL	Brown, lean, SILTY CLAY, with weathered rock, sand and gravel					
		SS 4		32-21-17			4				
10	791										10
		SS 5		28-50/2		WEATHERED ROCK, with rock fragments and shaley clay	3				
		SS 6		50/3			6				
15	786										15
		SS 7		50/3			6				
		SS 8		50/2			6				
20	781										20
		SS 9		50/2			6				
25	776										25
						1 in to 4 in. thick ROCK layers or cobbles below 26.5 feet					
		SS 10		50/1.5			7				
30	771										30
						Auger refusal at 33.5 feet					
35	766										35

Remarks:

APPENDIX B

JACOBI GEOTECHNICAL ENGINEERING, INC.

TEST PIT LOG
LEGEND AND NOMENCLATURE

Depth - Depth below ground surface, in feet.

Elevation - Referenced to msl, city, or site datum, in feet.

Type No. - Sample type and number designated by the following:

DT – Drive tube sampler; relatively undisturbed, obtained by driving 2-inch-diameter, thin walled tube sampler

BS - Bag samples; disturbed, obtained from cuttings

USCS - Unified Soil Classification System; designates letter symbols for soil types (ASTM D 2487 & D 2488)

Soil Description - Describes soil according to the Unified Soil Classification System (ASTM D 2488 & D 2488), indicates constituents and characteristics. Solid lines between descriptions indicate approximate change between soil types and the transition may be gradual.

Water level – Ground water detected at the time of excavating

Shear Strength Test Results

Shear Strength - Results reported from either field or laboratory tests in kips per square foot (ksf), determined by Pocket Penetrometer Test unless preceded by CP or TV

PP – Pocket Penetrometer - Approximates shear strength of unconfined compressive test

CP – Static Cone Penetrometer - Approximates shear strength of unconfined compressive test

TV - Torvane – Miniature vane used in determining approximate shear strength

Laboratory Test Results

Moisture % - Moisture content expressed as a percentage of the dry unit weight (ASTM D 2216)

Liquid Limit and Plastic Limit - Index tests performed for classifying fine-grained components of soils (ASTM D 4318)

Dry Density - Obtained from Shelby tube or continuous samplers, reported in pounds per cubic foot (pcf)

JACOBI GEOTECHNICAL ENGINEERING, INC
TEST PIT NO. TP-1

PROJECT NAME: Laurie Taylor Lake and Dam Design | **PROJECT NO. 16010**

LOCATION: Wildwood, Missouri | **GROUND EL.: 806+/-**

EQUIPMENT: CASE 590 Backhoe | **HOLE DEPTH (ft): 15.0**

DATE: 2-12-2016 | **LOGGER: M. Schultz**

Depth	Elevation	Type No.	Recovery (in./in.)	Pocket Penetrometer (tsf)	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Denisty (pcf)	Qu - Shear Strength (ksf)
0	806					5 in. Topsoil				
		BS 1			CL	Brown, lean, SILTY CLAY	32			
5	801	BS 2			CL	Brown, lean, SILTY CLAY, with heavy gravel	16			
10	796	BS 3		2.5	CH	Red and gray, fat, CLAY, with heavy gravel and heavy sand	11			
		BS 4			SC	Red, fat, CLAYEY SAND, with gravel	7			
15	791					Test pit terminated at 15.0 feet				
20	786									
25	781									
30	776									
35	771									

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
TEST PIT NO. TP-2

PROJECT NAME: Laurie Taylor Lake and Dam Design	**PROJECT NO. 16010**
LOCATION: Wildwood, Missouri	**GROUND EL.: 803+/-**
EQUIPMENT: CASE 590 Backhoe	**HOLE DEPTH (ft): 15.0**
DATE: 2-12-2016	**LOGGER: M. Schultz**

Depth	Elevation	Type No.	Recovery (in./in.)	Pocket Penetrometer (tsf)	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Denisty (pcf)	Qu - Shear Strength (ksf)
0	803					8 in. Topsoil				
					CL	Brown, lean, SILTY CLAY				
		BS 1					25			
5	798				CL/CH	Brown with gray, lean to fat, SILTY CLAY				
		BS 2		1.5	CH	Red and gray, fat, CLAY, with gravel and sand	20			
10	793				CH	Tan and gray, fat, CLAY, with heavy gravel and sand				
				2.0						
15	788					Test pit terminated at 15.0 feet				
20	783									
25	778									
30	773									
35	768									

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
TEST PIT NO. TP-3

PROJECT NAME: Laurie Taylor Lake and Dam Design | **PROJECT NO. 16010**

LOCATION: Wildwood, Missouri | **GROUND EL.: 803+/-**

EQUIPMENT: CASE 590 Backhoe | **HOLE DEPTH (ft): 15.0**

DATE: 2-12-2016 | **LOGGER: M. Schultz**

Depth	Elevation	Type No.	Recovery (in./in.)	Pocket Penetrometer (tsf)	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Denisty (pcf)	Qu - Shear Strength (ksf)
0	803	BS 1			CH	Brown, fat, CLAY	25			
5	798				CH	Brown, fat, CLAY, with gravel				
					CH	Brown, fat, CLAY, with heavy gravel				
10	793	BS 2		2.0	CH	Red and gray, fat, CLAY, with gravel and sand	9			
15	788					Test pit terminated at 15.0 feet				
20	783									
25	778									
30	773									
35	768									

Depth: 0, 5, 10, 15, 20, 25, 30, 35

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
TEST PIT NO. TP-4

PROJECT NAME: Laurie Taylor Lake and Dam Design | PROJECT NO. 16010

LOCATION: Wildwood, Missouri | GROUND EL.: 804+/-

EQUIPMENT: CASE 590 Backhoe | HOLE DEPTH (ft): 16.0

DATE: 2-12-2016 | LOGGER: M. Schultz

Depth	Elevation	Type No.	Recovery (in./in.)	Pocket Penetrometer (tsf)	USCS	Soil Description	Moisture (%)	Liquid Limit / Plastic Limit	Dry Denisty (pcf)	Qu - Shear Strength (ksf)
0	804					6 in. Topsoil				
		BS 1			CH	Brown, fat, CLAY	24	50 / 23		
5	799	BS 2			CH	Brown, fat, CLAY, with rock	24			
					CH	Brown, fat, CLAY, with heavy rock and sand				
10	794	BS 3			CH	Red and gray, fat, CLAY, with sand and heavy gravel	9	47 / 19		
15	789									
						Test pit terminated at 16.0 feet				
20	784									
25	779									
30	774									
35	769									

Depth: 0, 5, 10, 15, 20, 25, 30, 35

Remarks:

JACOBI GEOTECHNICAL ENGINEERING, INC
TEST PIT NO. TP-5

PROJECT NAME: Laurie Taylor Lake and Dam Design	**PROJECT NO. 16010**
LOCATION: Wildwood, Missouri	**GROUND EL.: 779+/-**
EQUIPMENT: CASE 590 Backhoe	**HOLE DEPTH (ft): 10.5**
DATE: 2-12-2016	**LOGGER: M. Schultz**

Depth	Elevation	Type No.	Recovery (in./in.)	Pocket Penetrometer (tsf)	USCS	Soil Description	Moisture (%)	Liquid Limit	Plastic Limit	Dry Denisty (pcf)	Qu - Shear Strength (ksf)	Depth
0	779				ML/CL	Dark brown and gray, lean, CLAYEY SILT to SILTY CLAY						0
		BS 1		1.0			26	30	21			
5	774	BS 2		3.0	CH	Gray and tan, fat, CLAY, with rock, gravel, and trace sand	11					5
		BS 3		3.0	CH	with rock, gravel, and sand Gray with tan, fat, SHALEY CLAY, with chert fragments and trace organics	11					
10	769	BS 4				CHERT with LIMESTONE	8					10
						Refusal at 10.5 feet						
15	764											15
20	759											20
25	754											25
30	749											30
35	744											35

Remarks:

APPENDIX C

JACOBI GEOTECHNICAL ENGINEERING, INC.

PROCTOR ANALYSIS DATA SHEET

GENERAL INFORMATION

PROJECT NAME:	Laurie Taylor Dam	TESTED BY:	PD
JGE JOB NUMBER:	16010	CALCULATED BY:	ND
TEST DATE:	03/01/16	CHECKED BY:	MJS 3-11

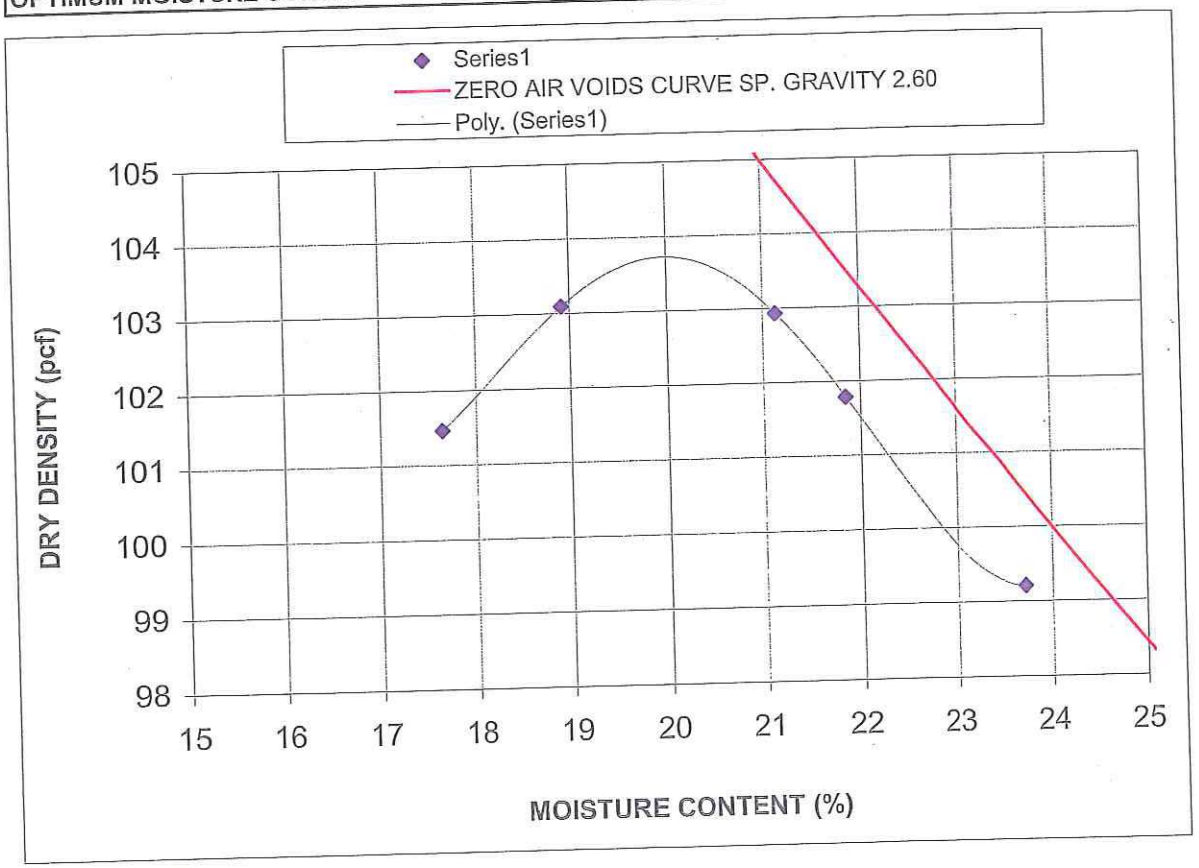
SOIL/AGGREGATE INFORMATION

BORROW AREA:	TP-4			LIQUID LIMIT:	50
NATURAL MOISTURE:				PLASTIC LIMIT:	23
SPECIFIC GRAVITY:	2.60	Assumed:	Yes	PLASTICITY INDEX:	27
PROCTOR NUMBER:	P#1			USCS:	CH
SAMPLE DESCRIPTION:	Brown Clay				

TESTING INFORMATION

ASTM STANDARD USED:	STANDARD PROCTOR (ASTM D 698)	RAMMER:	PM-2
PROCTOR MOLD SIZE:	4 Inch Diameter Mold	MOLD NUMBER:	M-1
METHOD USED:	A	STRAIGHTEDGE:	SE-1
		PREPARATION METHOD:	Wet

MAXIMUM DRY DENSITY:	103.5 pcf
OPTIMUM MOISTURE CONTENT:	20.0 %



Remarks: #353A

798 HOFF RD OFALLON, MO 63366-1920 PHONE: (636) 978-7112 FAX: (636) 978-7113 www.jacobiengineer.com

JACOBI GEOTECHNICAL ENGINEERING, INC.

PROCTOR ANALYSIS DATA SHEET

GENERAL INFORMATION

PROJECT NAME:	Laurie Taylor Dam	TESTED BY:	PD
JGE JOB NUMBER:	16010	CALCULATED BY:	ND
TEST DATE:	02/29/16	CHECKED BY:	MJS

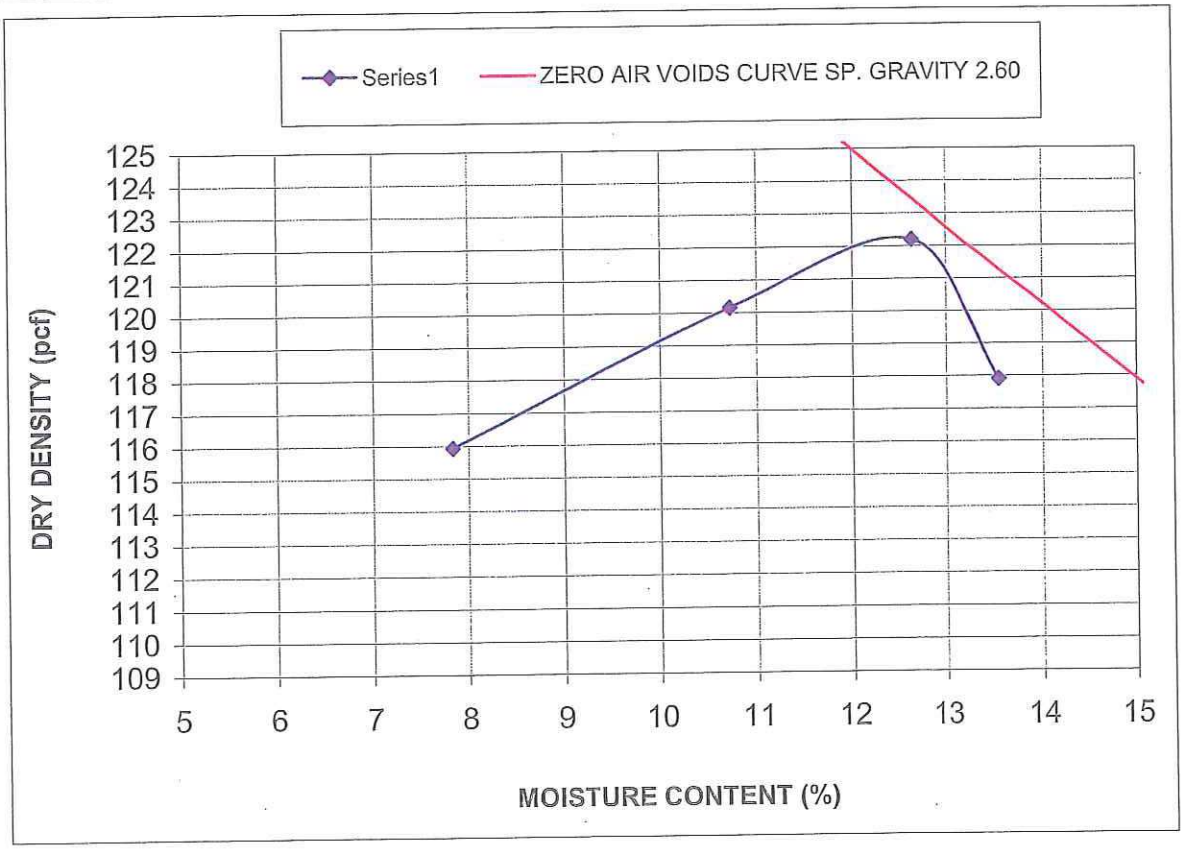
SOIL/AGGREGATE INFORMATION

BORROW AREA:	TP-4 BS-3			LIQUID LIMIT:	47
NATURAL MOISTURE:				PLASTIC LIMIT:	19
SPECIFIC GRAVITY:	2.60	Assumed:	Yes	PLASTICITY INDEX:	27
PROCTOR NUMBER:	P#2			USCS:	CL/CH
SAMPLE DESCRIPTION:	Red Clay with sand and Rocks				

TESTING INFORMATION

ASTM STANDARD USED:	STANDARD PROCTOR (ASTM D 698)	RAMMER:	PM-2
PROCTOR MOLD SIZE:	4 Inch Diameter Mold	MOLD NUMBER:	M-1
METHOD USED:	A	STRAIGHTEDGE:	SE-1
		PREPARATION METHOD:	Wet

MAXIMUM DRY DENSITY:	122.0 pcf
OPTIMUM MOISTURE CONTENT:	12.5 %



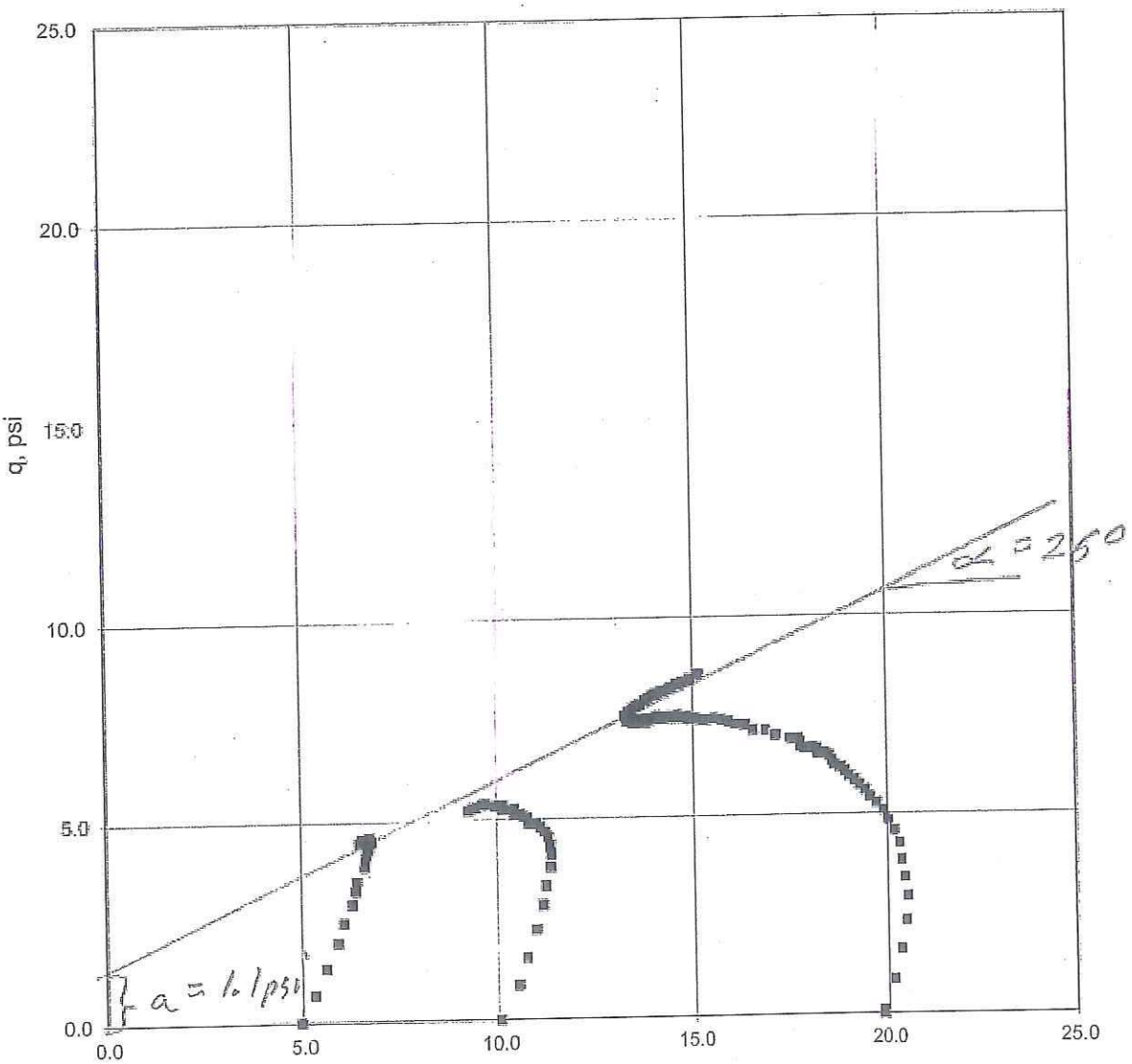
Remarks: #353B

798 HOFF RD OFALLON, MO 63366-1920 PHONE: (636) 978-7112 FAX: (636) 978-7113 www.jacobiengineer.com

Consolidated-Undrained Triaxial Compression Test

Taylor Dam
Wildwood, Missouri

Borrow Area: TP-4, Sample P-1
Dry Unit Weight 97.6 pcf; Moisture Content 21.3%
Confining Pressures: 5, 10 and 20 psi



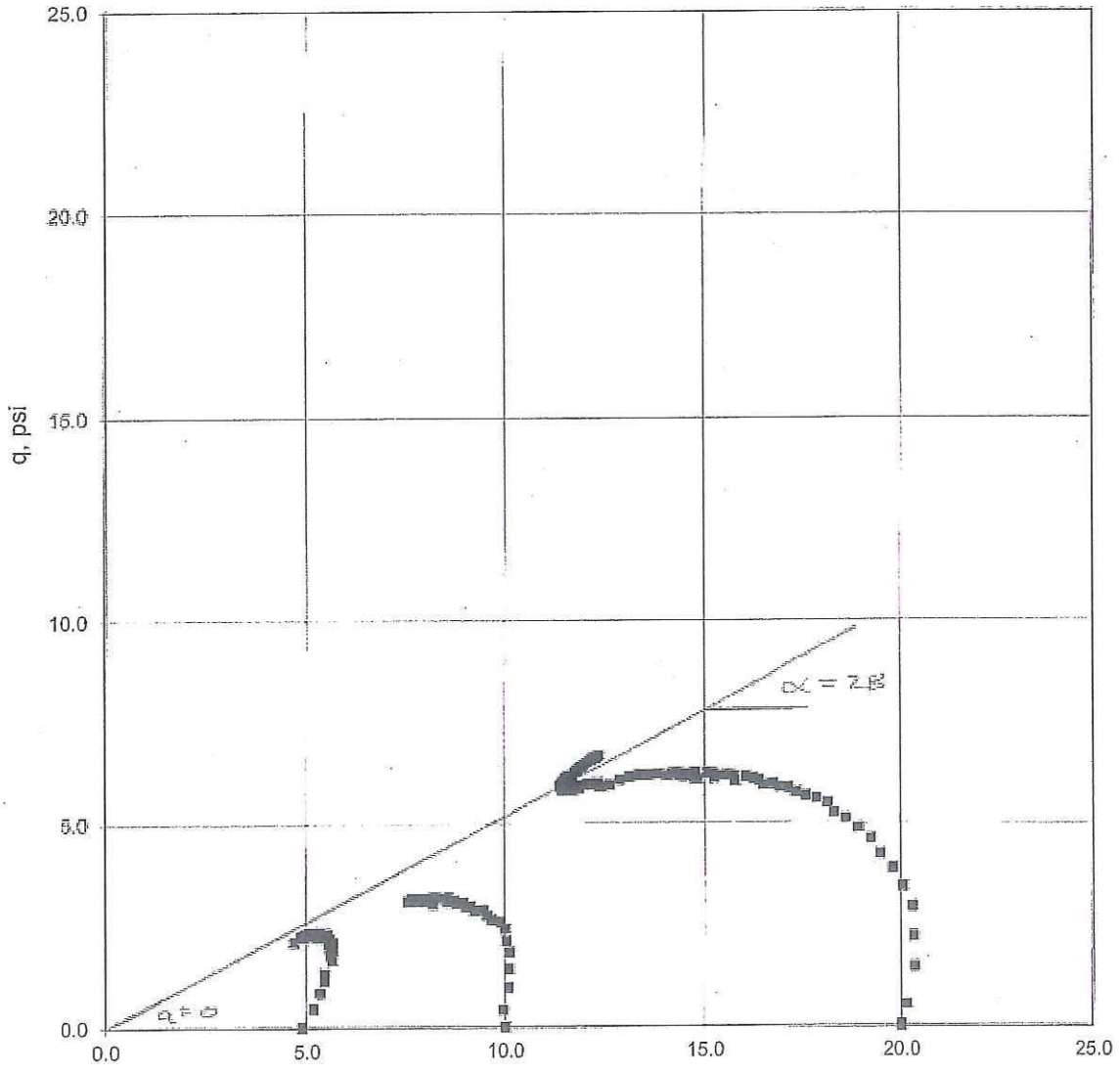
$\sin\bar{\phi} = \tan\alpha \Rightarrow \bar{\phi} = 29.3°$

$\bar{c} = \frac{a}{\cos\bar{\phi}} \Rightarrow \bar{c} = 1.26\ psi = 182\ psf$

Consolidated-Undrained Triaxial Compression Test

Taylor Dam
Wildwood, Missouri

Borrow Area: TP-4, Sample P-2
Dry Unit Weight ≈115.5 pcf; Moisture Content ≈11.1%
Confining Pressures: 5, 10 and 20 psi

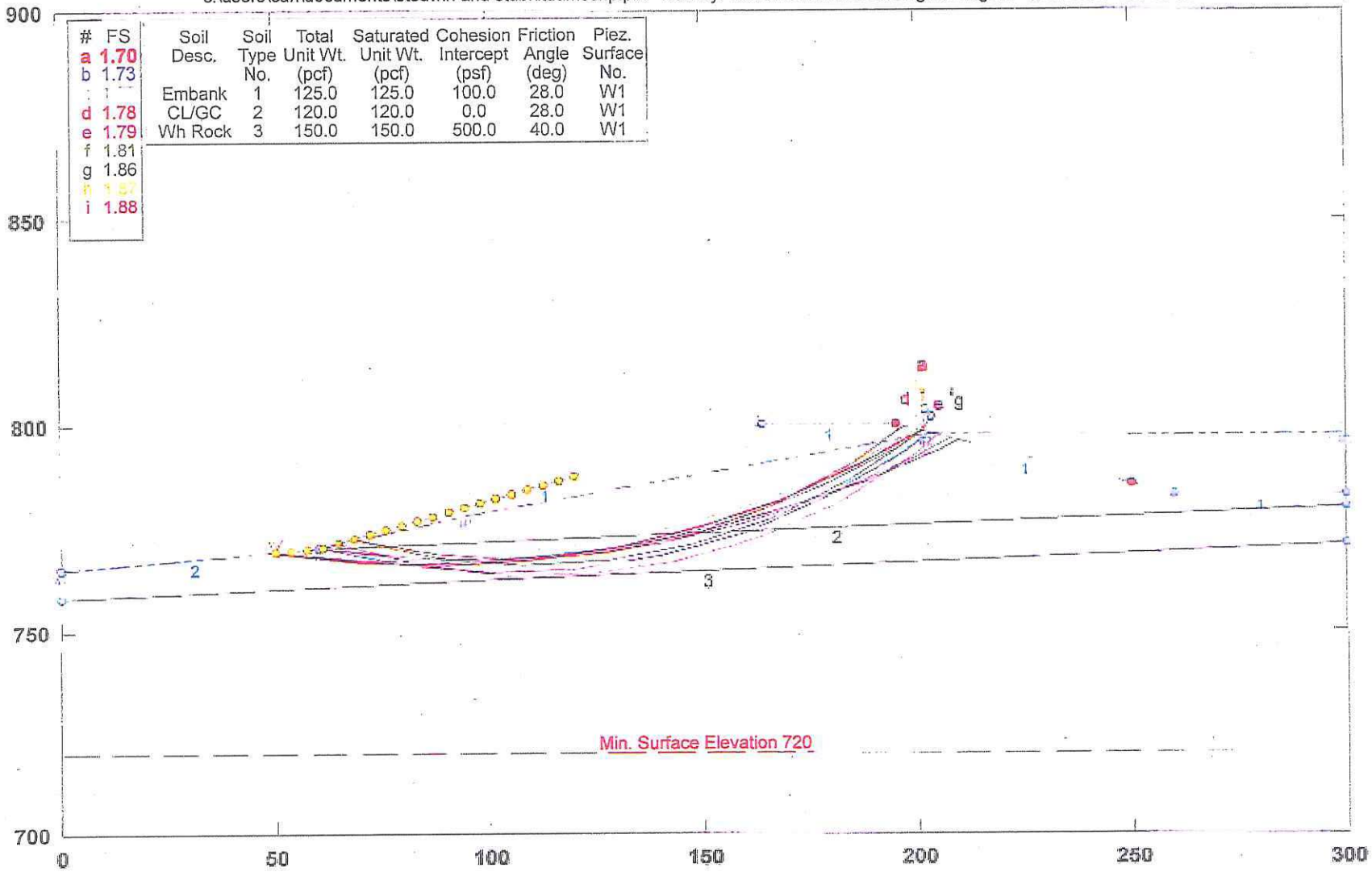


$\sin\bar{\phi} = \tan\alpha \Rightarrow \bar{\phi} = 32.1$

APPENDIX D

Laurie Taylor Dam #16010 Steady Seepage - Normal Pool

c:\users\carl\documents\stedwin and stabl\ltdamssnp.pl2 Run By: Jacobi Geotechnical Engineering. In 3/29/2016 05:14PM

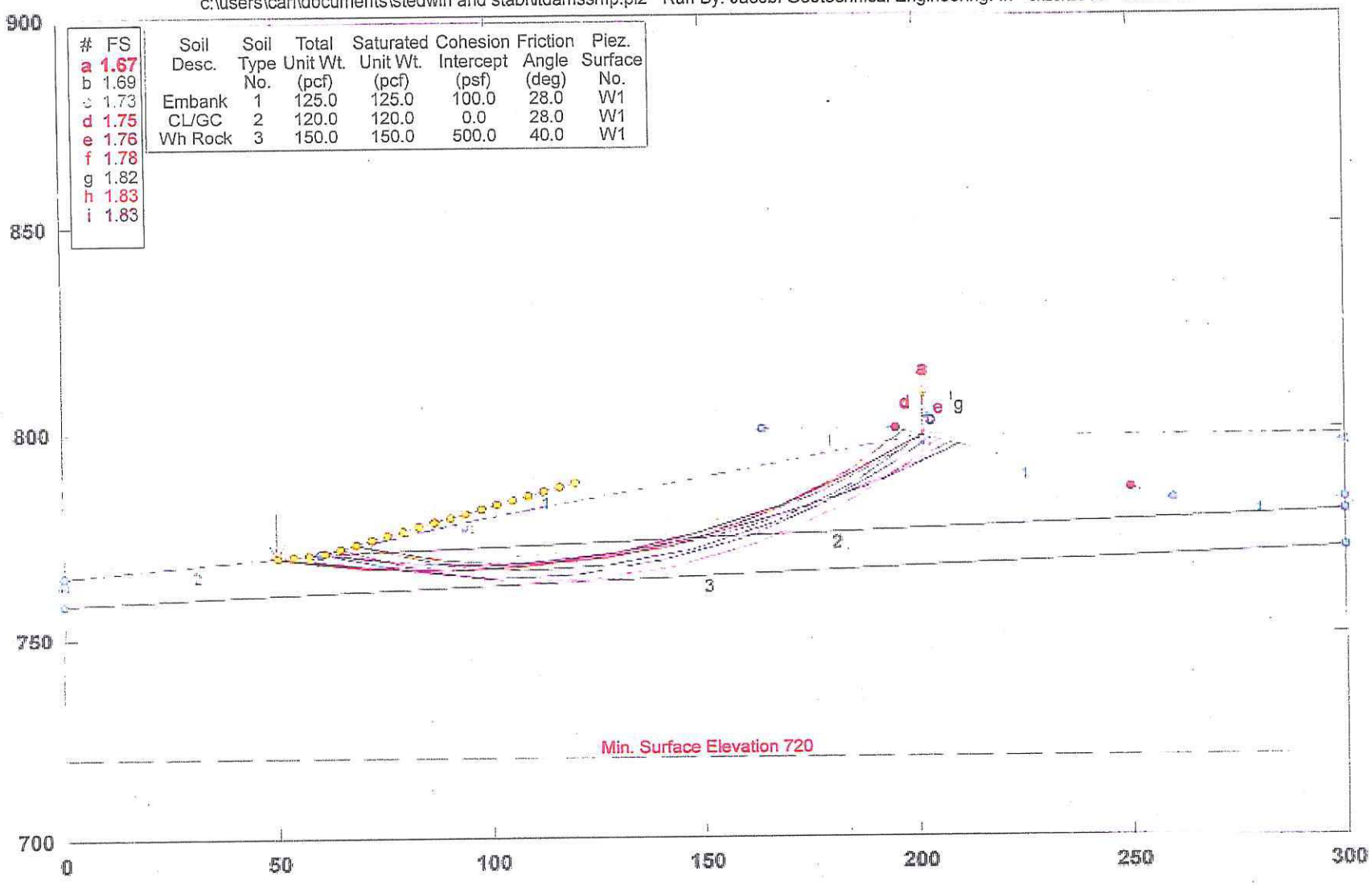


STABL6H FSmin=1.70

Safety Factors Are Calculated By The Modified Bishop Method

Laurie Taylor Dam #16010 Steady Seepage - Maximum Pool

c:\users\carl\documents\stedwin and stabl\ltdamssmp.pl2 Run By: Jacobi Geotechnical Engineering. In 3/29/2016 05:15PM



#	FS
a	1.67
b	1.69
c	1.73
d	1.75
e	1.76
f	1.78
g	1.82
h	1.83
i	1.83

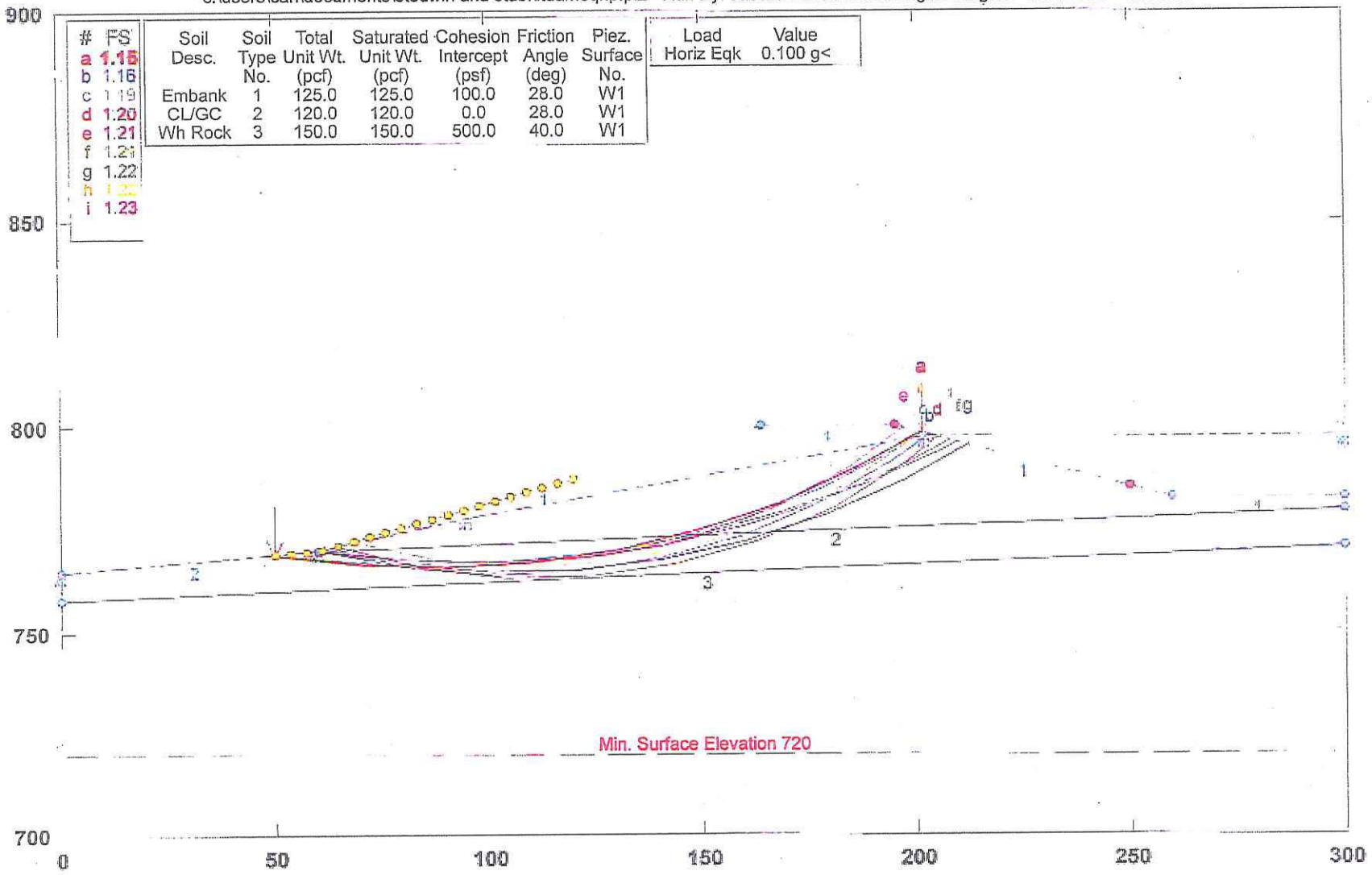
Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion Intercept (psf)	Friction Angle (deg)	Piez. Surface No.
Embank	1	125.0	125.0	100.0	28.0	W1
CL/GC	2	120.0	120.0	0.0	28.0	W1
Wh Rock	3	150.0	150.0	500.0	40.0	W1

STABL6H FSmin=1.67

Safety Factors Are Calculated By The Modified Bishop Method

Laurie Taylor Dam #16010 Steady Seepage Normal Pool - Earthquake

c:\users\carl\documents\stedwin and stabl\ltdameqnp.pl2 Run By: Jacobi Geotechnical Engineering. In 3/30/2016 11:01AM



STABL6H FSmin=1.15

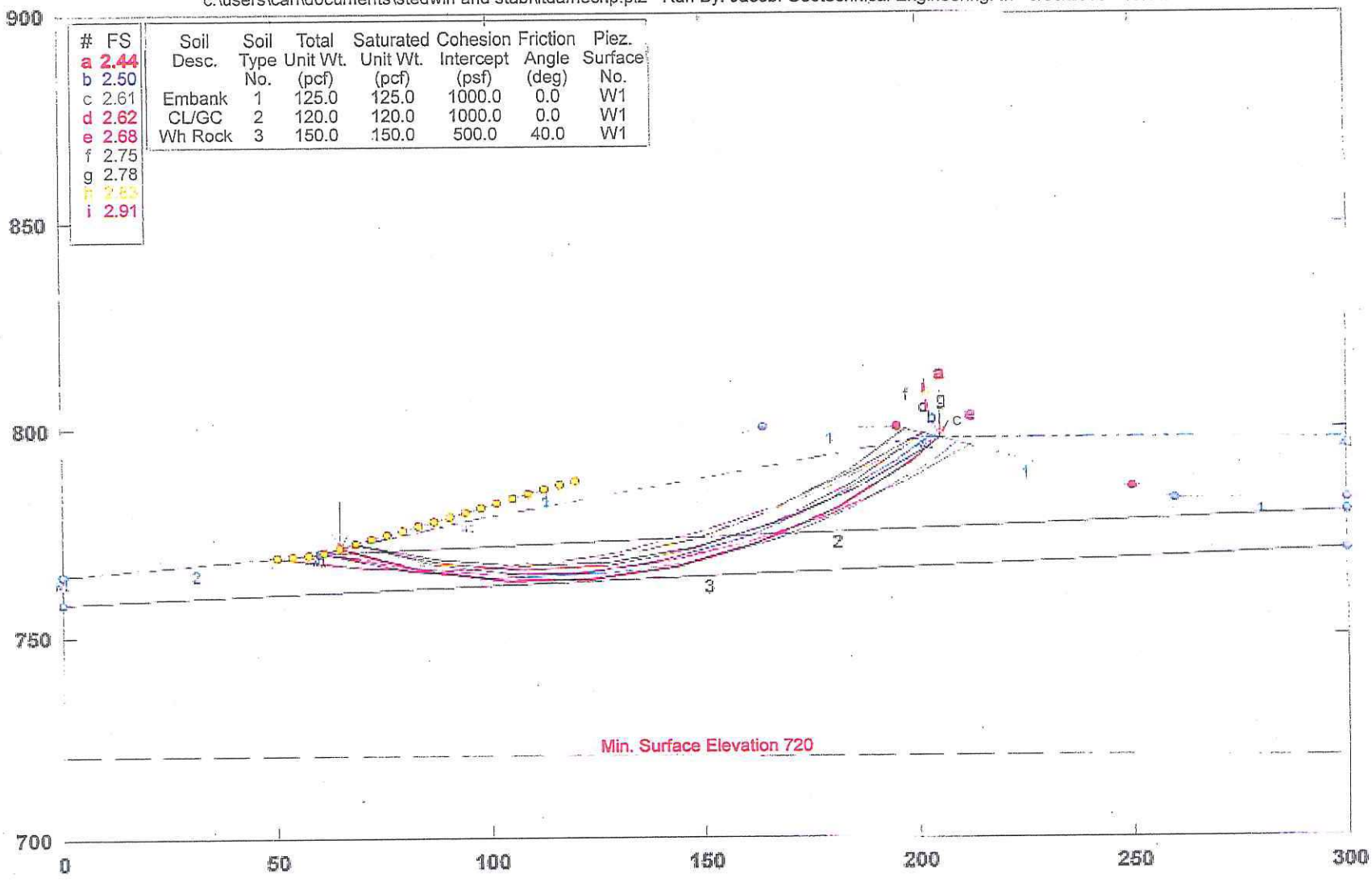
Safety Factors Are Calculated By The Modified Bishop Method

Laurie Taylor Dam #16010 End of Construction - Normal Pool

c:\users\carl\documents\stedwin and stabl\ltdamecnp.pl2 Run By: Jacobi Geotechnical Engineering. In 3/30/2016 10:59AM

#	FS
a	2.44
b	2.50
c	2.61
d	2.62
e	2.68
f	2.75
g	2.78
h	2.83
i	2.91

Soil Desc.	Soil Type No.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion Intercept (psf)	Friction Angle (deg)	Piez. Surface No.
Embank	1	125.0	125.0	1000.0	0.0	W1
CL/GC	2	120.0	120.0	1000.0	0.0	W1
Wh Rock	3	150.0	150.0	500.0	40.0	W1



STABL6H FSmin=2.44

Safety Factors Are Calculated By The Modified Bishop Method

WILDWOOD

March 30, 2016

Volz, Inc.
ATTN: Mark Kilgore, P.E.
10849 Indian Head Industrial Boulevard
St. Louis, MO 63132

Re: P.Z. 25-15 Laurie Taylor; a request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a large water feature, which has a surface area in excess of one (1) acre, and is located at the northwest corner of Manchester Road and Mueller Road.

Dear Mr. Kilgore:

The Departments of Planning and Public Works have completed their second review of your application for the consideration of a Conditional Use Permit (CUP) in the NU Non-Urban Residence District, at the above-referenced location. This review centered on the plan's compliance with the applicable sections of the City's Zoning Ordinance, and its related requirements, and design criteria of the City of Wildwood. In this comparison, a number of items were identified that must be addressed. These items are as follows:

1. Please edit the title block to read, "Preliminary Development Plan", instead of "Improvement Plans".
2. Please edit the "Stormwater Management and Land Disturbance Note" to read as follows:

   "Proposed area of land disturbance = 4.2 acres. A Land Disturbance Permit from MODNR shall be obtained. Any future land disturbance or impervious area increase on this site, beyond these activities, may require additional stormwater management per City of Wildwood regulations. Said imposition of these additional management requirements shall be at the discretion of the City of Wildwood Department of Public Works."

3. On Sheet C2, please add a note, "Not Part of CUP Request", in emboldened text superimposed on the single family residence – appearing twice on Sheet C2 – and the septic sewer system.
4. Please move the proposed construction entrance and wash down area out of the City of Wildwood's right-of-way.
5. Please note if the clearing work has already been completed for the 4.14 acres of total clearing limits for 2016, referred to in the General Notes on Sheet C8.
6. Given the extent of previous land disturbance, please verify the accuracy of the aerial image used to determine the limits of tree masses.
7. Please provide comments from Metro West Fire Protection District.
8. Please provide a landscaping plan, prepared by a certified landscape architect.
9. Please indicate a minimum twenty foot (20') wide trail easement on the eastern property line, to be dedicated to the City of Wildwood for public use.
10. Please provide a geotechnical report.

Once the revisions are completed, please resubmit three (3) full-size sets, as well as a digital copy, of the revised Preliminary Development Plan and other requested items for further review. This item is scheduled for a public hearing before the Planning and Zoning Commission on April 4, 2016.

If you should have any questions or comments in this regard, please feel free to contact the Departments of Public Works and/or Planning at (636) 458-0440.

Sincerely,
CITY OF WILDWOOD

Joe Vujnich, Director
Department of Planning and Parks

Sincerely,
CITY OF WILDWOOD

Rick Brown, P.E., P.T.O.E., Director
Department of Public Works

CC: The Honorable Timothy Woerther, Mayor
Council Members Glen DeHart and Larry McGowen, Ward One
Ryan Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Mike Hartwig, Assistant City Engineer
Kathy Arnett, Assistant Director of Planning
Travis Newberry, Planner

WILDWOOD

December 23, 2015

Volz, Inc.
ATTN: Mark Kilgore, P.E.
10849 Indian Head Industrial Boulevard
St. Louis, MO 63132

Re: P.Z. 25-15 Laurie Taylor; a request for the application of a Conditional Use Permit (CUP) in the NU Non-Urban Residence District for a water feature, which has a surface area in excess of one (1) acre, and is located at the northwest corner of Manchester Road and Mueller Road.

Dear Mr. Kilgore:

The Departments of Planning and Public Works have completed their initial review of your application for the consideration of a Conditional Use Permit (CUP) in the NU Non-Urban Residence District, at the above-referenced location. This review centered on the plan's compliance with the applicable sections of the City's Zoning Ordinance and its related requirements and design criteria of the City of Wildwood. In this comparison, a number of preliminary items were discovered that must be addressed before the item can be scheduled for public hearing before the City's Planning and Zoning Commission. These items are as follows:

Sheet C1:

1. Please add a note in the 'Stormwater Management and Land Disturbance Note' Section that states a disturbance permit from Missouri Department of Natural Resources will be obtained.

Sheet C2:

2. Please add a note stating the Single Family Residence, and all accessory items, including a well and septic system, are not part of this review and authorization for these items will be sought under a separate permit.
3. Please note that, in the City's Zoning Ordinance large water features, such as the one proposed, may not be filled from ground water resources associated with any public or private well. This water feature will need to be filled by other means and the note referencing such on the plans needs to be amended to reflect this change.
4. Please provide details on the rock type, size, depth, etc. proposed along the north and west areas of the grading for the dam.
5. Please provide the overall height of the dam.

Sheet C8:

6. Please provide the date of calculation for land disturbance used in the General Notes, given the past activity on this site.

General:

7. Please advise if any geotechnical review has been completed on the proposed area of the pond, as well as the dam composition.
8. Please provide a copy of the structural analysis completed of the proposed dam and ensure it is signed and sealed by an appropriate engineer.
9. Please submit a set of these plans to the Missouri Department of Transportation, whose right-of-way is immediately downstream from the proposed dam and water feature, for review and comment.
10. Please provide comments from the Missouri Department of Natural Resources relative to the dam design.

Once the revisions are completed, please resubmit three (3) full-size sets, as well as a digital copy, of the revised Preliminary Development Plan and other requested items for further review. Please be advised that additional comments may follow after this resubmittal, given the extent of information that is being requested, as part of the Conditional Use Permit process. If you should have any questions or comments in this regard, please feel free to contact the Departments of Public Works and/or Planning at (636) 458-0440.

Sincerely,
CITY OF WILDWOOD

Joe Vujnich, Director
Department of Planning and Parks

Sincerely,
CITY OF WILDWOOD

Rick Brown, P.E., P.T.O.E., Director
Department of Public Works

CC: The Honorable Timothy Woerther, Mayor
Council Members Glen DeHart and Larry McGowen, Ward One
Ryan Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Mike Hartwig, Assistant City Engineer
Kathy Arnett, Assistant Director of Planning
Travis Newberry, Planner

Travis Newberry

From: noreply@cityofwildwood.com
Sent: Friday, March 18, 2016 12:26 PM
To: Lynne Greene-Beldner; Ryan Thomas; Elizabeth Weiss; Kathy Arnett; Travis Newberry; Steve Vogel; 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. 25-15 Laurie Taylor 17715 Manchester Road
Item Description	*Field not completed.*
Position on Request	Support
General Comments	We are neighbors (2433 Glencoe Road, Wildwood) and would like to register our full support and approval of this plan for a variance for a 1.74 acre lake on the Taylor property at 17715 Manchester Road.
Suggestions	*Field not completed.*
	(Section Break)
Name	Martha Grace Reese and Cyrus N. White
Address	2433 Glencoe Road
City	Wildwood
State	MO
Zip	63038
Phone Number	636.273.1070
Email	MarthaGraceReese@gmail.com

Email not displaying correctly? View it in your browser.

ATTACHMENT A

Preliminary Development Plan

Rules of
Department of Natural Resources
Division 22—Dam and Reservoir Safety Council
Chapter 1—Organization, Definitions and Immunity

Title		Page
10 CSR 22-1.010	General Organization	3
10 CSR 22-1.020	Definitions	3
10 CSR 22-1.030	Immunity of Officers	5

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 22—Dam and Reservoir Safety Council
Chapter 1—Organization, Definitions and Immunity

10 CSR 22-1.010 General Organization

PURPOSE: This rule complies with section 536.023, RSMo which requires each agency to adopt as a rule a description of its operation and the methods where the public may obtain information or make submissions or requests.

(1) Section 236.410, RSMo established a Dam and Reservoir Safety Council of Missouri. The council consists of seven (7) members appointed by the governor with the advice and consent of the senate. The council holds a minimum of four (4) regular meetings each year and special meetings and hearings as the council chairman may deem necessary.

(2) The Missouri dam and reservoir safety law, rules, regulations, guidelines and standards provide for the construction management and operation of dams and reservoirs in a manner which will provide adequate protection of public safety, life or property. To achieve this purpose the council has statutory powers as listed in sections 236.405 and 236.415, RSMo for policy making, adopting rules, standards and guidelines and issuing of permits.

(3) The Department of Natural Resources is authorized under section 236.405, RSMo to administer and enforce all rules, standards and guidelines adopted by the council and to assist the council in achieving its statutory duties. The department has designated the dam and reservoir safety program as the agency within the department responsible for administering the dam and reservoir safety law. The director of the Department of Natural Resources appoints a chief engineer who is the dam and reservoir safety program director and a staff, as provided in section 236.405, RSMo. The chief engineer and staff provide day-to-day operation of the dam and reservoir safety program.

(4) The dam and reservoir safety program performs administrative and technical functions including: review permit applications and recommend approval or denial of applications; inspect dams and reservoirs; enforce the law and all rules, standards and guidelines adopted pursuant to Chapter 236, RSMo; employ necessary staff; develop facts as may be required by the council; recommend rules, standards and guidelines required by Chapter 236, RSMo; mitigate or eliminate unsafe dam or reservoir conditions; and other functions as described in sections 236.420 to 236.500, RSMo.

(5) Requests for permit applications, requirements or other permit information, copies of these rules and the dam and reservoir safety law, dam inspections and technical information and assistance, requests for public hearings and any other submissions are to be made to the Department of Natural Resources, Dam and Reservoir Safety Program, P.O. Box 250, Rolla, MO 65401.

AUTHORITY: Chapter 236, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981.

Original authority: 236.405, RSMo 1979 and 236.415, RSMo 1979.

10 CSR 22-1.020 Definitions

PURPOSE: The following terms when used in rules, standards and guidelines adopted by the Dam and Reservoir Safety Council pursuant to the dam safety law shall have the meaning respectively ascribed to them by this section.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. Therefore, the material which is so incorporated is on file with the agency who filed this rule, and with the Office of the Secretary of State. Any interested person may view this material at either agency's headquarters or the same will be made available at the Office of the Secretary of State at a cost not to exceed actual cost of copy reproduction. The entire text of the rule is printed here. This note refers only to the incorporated by reference material.

(1) Agency engineer means an experienced engineer, not necessarily registered as a professional engineer in Missouri, who works for an engineering division of a state or federal agency regularly engaged in dam and reservoir design and construction for soil and water conservation or irrigation or relating to wildlife conservation.

(2) Agricultural dam means any dam, the primary use of which is to impound water for use in irrigation, livestock watering or commercial fish rearing and sale.

(3) Alterations, repairs, or either means alterations or repairs as affect the safety of a dam or reservoir, or public safety, life or property.

(4) Appurtenant works means the structures or materials incident to or annexed to dams which are built or maintained in connection with dams and which are used primarily in connection with their proper operation, maintenance or functioning. This includes, without limitation, structures as spillways, either in the dam or separate therefrom; the reservoir rim; low level outlet works; and water conduits such as tunnels, pipelines or penstocks, either through a dam or its abutments.

(5) Area capacity curves means graphic curves which show the relationship between reservoir surface area and the storage capacity of the reservoir at given elevations.

(6) Chief engineer means the head of the dam and reservoir safety program of the Department of Natural Resources or his/her representative.

(7) Commercial fish rearing reservoir means a reservoir which was designed specifically for fish rearing purposes and the primary use is to provide water for commercial fish rearing and sale to other parties in a for profit venture. This does not include activities such as sport fishing.

(8) Construction permit means a written authorization issued by the council giving the owner the right to construct, alter, enlarge, reduce, repair or remove a dam or reservoir or appurtenances thereto, with conditions that are necessary to adequately protect the public safety, life, property, the dam or reservoir.

(9) Conventional dam means any dam other than an industrial water retention dam.

(10) Council delegate or authorized representative means an individual, usually the chief engineer, authorized by the council to act in its behalf.

(11) Crest or dam crest means the top surface of the dam.

(12) Crest elevation or dam crest elevation means the lowest elevation of the crest exclusive of the spillway(s).

(13) Dam means any artificial or man-made barrier which does or may impound water and which impoundment has or may have a surface area of fifteen (15) or more acres of water at the water storage elevation or which is thirty-five feet (35') or more in height from the natural bed of the stream or watercourse or lowest point on the toe of the dam (whichever is lower) up to the crest elevation, together with appurtenant works. Sections 236.400 to 236.500 shall not apply to any dam which is not or will not be in excess of thirty-five feet (35') in height or to any dam or reservoir licensed and operated under the Federal Power Act.

(14) Dam and Reservoir Safety Council referred to as the council means seven (7) members appointed by the governor for purposes of implementing the dam safety law.

(15) Dangerous dam or reservoir is a dam or reservoir which is in an advanced state of deterioration so that if deterioration continues, the threat of dam failure and flooding would be substantial.

(16) Department means the Department of Natural Resources.

(17) Downstream environment zone means the area downstream from a dam that would be affected by inundation in the event the dam failed when filled to the emergency spillway crest elevation or to the dam crest elevation, in the absence of an emergency spillway.

(18) Earthquake intensity means Modified Mercalli intensity which is used to describe the degree of shaking a dam will experience.

(19) Enforcement order means a written directive issued by the council or the chief engineer to the owner of a dam for correction of defects in the dam or reservoir which have been determined to make the structure a threat to public safety, life or property. The order will contain specific actions with which the owner must comply to remove the threat the dam or reservoir poses to public safety, life or property.

(20) Enlargement means any change in or addition to an existing dam or reservoir, which raises the height of the dam, increases the watershed for the reservoir or raises the water storage elevation of the water impounded by the dam or reservoir.

(21) Environmental class means a classification of the downstream environment zone based on the contents of that zone (see 10 CSR 22-2.040(1)). Class I represents the most severe threat to public safety, life or property and Class III represents the least threat.

(22) Factor of safety means the resultant of the summation of the forces resisting failure divided by the summation of the driving forces tending to cause failure.

(23) Freeboard means the difference in elevation between the dam crest elevation and the water storage elevation in the reservoir.

(24) Height or height of dam means the difference in the elevation of either the natural bed of the stream or watercourse or the lowest point on the toe of the dam (whichever is lower) and the dam crest elevation.

(25) Industrial building means a permanent, enclosed structure used by groups of workers usually involved in some type of manufacturing, processing or industrial related process.

(26) Industrial water retention dam means a dam used to retain the solids transported as water-borne industrial byproducts and the associated water. This includes, but is not limited to, tailings dams, slime impoundments and settling ponds.

(27) Inundation means water, two feet (2') or more deep, over the general level of the submerged ground affected outside the stream channel.

(28) Inspection means scheduled and unscheduled examinations of a dam and reservoir with the primary objective of making safety observations and recording them in a written description.

(29) Irrigation reservoir means a reservoir whose primary use is to provide water for the irrigation of agricultural lands for the production of grains, hay, pasture, fruits, vegetables and animal feeds which are for sale or to be used by the owner.

(30) Law means the dam and reservoir safety law, as contained in Chapter 236, RSMo and all rules, standards and guidelines adopted thereto.

(31) Liquefaction is a condition where a soil will undergo continued deformation at a constant low residual stress or with low residual resistance, due to the build-up and maintenance of high pore water pressures, which reduce the effective confining pressure to a very low value.

(32) Livestock watering reservoir means a reservoir whose primary use is to provide water for livestock which are raised for breeding or marketing purposes.

(33) Maintenance means the proper keeping of all aspects of a dam or reservoir and appurtenances thereto, that pertain to safety, in a state of repair and working order as necessary to comply with the law and any permit issued thereunder and to protect public safety, life or property.

(34) Modification(s) means changes or revisions to the design, construction, maintenance, operation or repair or the alteration, enlargement, reduction, removal or natural physical changes that may occur to a dam or reservoir that were not included in the approved plans for the construction permit, or changes or revisions to a dam or reservoir where a registration or safety permit is in effect or required hereunder, if the changes or revisions would endanger public safety, life or property as a result of creating a potential failure in the dam or reservoir; except that modification(s) do not mean or include approved anticipated enlargements, outlined by design plans and specifications submitted and approved with the original application for a construction, safety or registration permit for industrial water retention dams and reservoirs.

(35) Observable defects are those defects which would be detectable by an experienced professional engineer making an on-site visual inspection of the dam in accordance with current engineering, geologic and construction practices.

(36) Owner or dam owner means a person who owns, controls, operates, maintains, manages or proposes to construct a dam or reservoir including: the state and its departments, institutions, agencies and political subdivisions, but not the United States government; a municipal or quasi-municipal corporation; a district; a public utility; a natural person, firm, partnership, association, corporation, political subdivision or legal entity; the duly authorized agents or leasees, or trustees of any of the foregoing; or receivers or trustees appointed by any court for any of the foregoing.

(37) Permanent dwelling means a dwelling occupied at least ninety (90) days a year.

(38) Permit means construction, safety or registration permit.

(39) Permit applicant or applicant means an owner who applies for a construction, safety or registration permit.

(40) Probable maximum acceleration means the horizontal acceleration developed at a dam as a result of an earthquake with a probability of occurrence similar to the probable maximum precipitation. The probable maximum acceleration is readily available from a Corps of Engineers Report entitled Earthquake Potential of the St. Louis District—Ground Motion Supplement which is on file with the chief engineer of the Dam and Reservoir Safety Program.

(41) Probable maximum precipitation or PMP means the precipitation that may be expected from the most severe combination of critical meteorologic conditions that are reasonably possible in an area. The PMP is readily available from the National Weather Service in Hydrometeorological Report 51, Probable Maximum Precipitation Estimates, United States East of the 105th Meridian.

(42) Public building means a permanent, enclosed structure used by groups of the general public but not necessarily owned by the public.

(43) Registration permit means a permit issued for a period not to exceed five (5) years by the council to the owner of a dam or reservoir in existence or in the progress of construction on August 13, 1981 or which becomes subject to the law for the dams and reservoirs by a change in factors or circumstances subsequent to that date. Permits shall only be issued for dams which are in a properly maintained condition or which have made and complied with recommendation for corrections of observed defects of the dam or reservoir and have been examined and approved in accordance with the law.

(44) Reservoir means any basin, including the water, which contains or will contain the maximum amount of water impounded by a dam.

(45) Safety permit means a permit issued to the owner of a dam for a period of five (5) years, or less if safety considerations so require, by the council indicating that the dam meets the requirements of the law, and containing conditions as to operations, maintenance and repair as are necessary to adequately protect public safety, life and the dam or reservoir.

(46) Seepage means the migration of water through a dam or foundation.

(47) Significant modification means changes, alteration or modifications to an existing dam or changes to the construction documents for a new dam. Those include, but are not limited to: changes in the location of the dam or reservoir, changes in the storage capacity or drainage area, changes in the capacity of the spillway system, modification of the embankment slopes, changes in the height of the dam or structure, or the use of different construction methods or procedures than those submitted with the permit application.

(48) Spillway means any passageway, channel or structure, open or closed or both, designated expressly or primarily to discharge excess water from a reservoir after the water storage elevation has been reached.

(49) Spillway design flood or SDF means the specified flood discharge that may be expected from the most severe combination of critical meteorologic and hydrologic conditions that are reasonably possible in an area and for which the dam and reservoir are designed. The SDF is derived from the rainfall values given in Table 5.

(Editor's Note: For Table 5 see 10 CSR 22-3.020)

(50) Stability means the properties of a dam or reservoir that cause it when disturbed from a condition of equilibrium to develop forces or moments that restore the original condition.

(51) Starter dam means a pervious or impervious dam constructed as the first phase in the building of an industrial water retention dam and reservoir.

(52) Storage means the volumetric capacity of the reservoir below the water storage elevation or other selected reference on the dam.

(53) Stream means any river, creek or channel, having well-defined banks, in which water flows for substantial periods of the year to drain a given area.

(54) Tailings means the material generated by a mining/milling operation which is deposited in slurry form in an impoundment for storage, disposal, or both.

(55) Tailings dam means an existing dam or reservoir used for the impoundment or retention of tailings or a proposed, existing or newly constructed dam and reservoir for which the anticipated or contemplated use is the impoundment or retention of tailings.

(56) Toe or toe of slope means the line of the fill (dam embankment) slope where it intersects the natural ground.

(57) Water means water, other liquids or tailings.

(58) Watercourse means a valley, swale, depression or other low place in the topography occupied by flowing water during conditions of runoff.

(59) Water storage elevation means that elevation of water surface at the principal spillway which could be obtained by the dam or reservoir were there no outflow and were the reservoir full of water.

(60) Watershed means the area that contributes or may contribute surface water to a reservoir.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985. Amended: Filed Sept. 1, 1993, effective May 9, 1994.*

**Original authority: 236.405, RSMo 1979, amended 1933 and 236.415, RSMo 1979.*

10 CSR 22-1.030 Immunity of Officers

PURPOSE: The purpose of this rule is to restate the immunity from damages provided in section 236.475, RSMo (1986).

(1) In the absence of willful and wanton misconduct, no action shall be brought against the council, the chief engineer or his/her agents, department employees or private individuals employed as consultants by the department for the recovery of damages caused by the partial or total failure of any dam or reservoir or through the use or operation of any dam or reservoir upon the ground that the person is liable by virtue of any of the following: the approval of a dam or reservoir or permits therefore; the issuance or enforcement of orders relating to maintenance, operation or repair of a dam or reservoir; control or regulation of a dam or reservoir; measures taken to protect against failure during an emergency; or denial of a permit.

AUTHORITY: section 236.475, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981.*

**Original authority: 236.475, RSMo 1979.*

Rules of
Department of Natural Resources
Division 22—Dam and Reservoir Safety Council
Chapter 2—Permits

Title		Page
10 CSR 22-2.010	Who Needs a Permit	3
10 CSR 22-2.020	Types of Permits	3
10 CSR 22-2.030	Types of Dams and Reservoirs	4
10 CSR 22-2.040	Classes of Downstream Environment	4
10 CSR 22-2.050	Issuing First Permit	4
10 CSR 22-2.060	Issuing Permit Renewals	5
10 CSR 22-2.070	Modifications not Requiring Permit Changes (Rescinded January 1, 1985)	5
10 CSR 22-2.080	Revoking Permit	5
10 CSR 22-2.090	Transferring Permit	5
10 CSR 22-2.100	Appeal of Action on Permits	6

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 22—Dam and Reservoir Safety Council
Chapter 2—Permits

10 CSR 22-2.010 Who Needs a Permit

PURPOSE: This rule identifies those persons who need to obtain a permit for their dam and reservoir and to identify those persons who do not need to obtain a permit for their dam and reservoir.

(1) The owner of a proposed new dam thirty-five feet (35') or more in height is required to obtain a construction permit and a safety permit for his/her dam and reservoir. The owner of an existing dam thirty-five feet (35') or more in height is required to obtain a registration permit within the time set forth in 10 CSR 22-2.020(2).

(2) By definition, the United States government is not considered an owner. Therefore, no federal dam and reservoir is regulated by sections 236.400—236.500, RSMo and no permits are required.

(3) Agricultural dams are exempted from all permit requirements as long as the agricultural dam and reservoir continue to be used primarily for agricultural purposes (see 10 CSR 22-1.020(2)). The owners of agricultural dams and reservoirs over thirty-five feet (35') in height must notify the council of their reliance on this exemption and their basis for application of this exemption to their dams. If an agricultural dam and reservoir is constructed after the effective date of the law, but subsequently becomes subject to the provisions of the law, the owner shall provide, prior to obtaining a registration permit, evidence that the dam meets the construction permit criteria in effect at the time the dam was constructed.

(4) Dams and reservoirs licensed and operated under the Federal Power Act are exempted from all permit requirements.

(5) Dams and reservoirs that were designed by and the construction monitored by an agency engineer (see 10 CSR 22-1.020(1)) do not need a construction permit but a set of plans shall be filed with the chief engineer prior to the initiation of any construction activity. These dams and reservoirs are required to have a registration or safety permit subsequent to construction.

(6) Industrial water retention dams (see 10 CSR 22-1.020(27)) and reservoirs regulated by another state agency or federal agency are exempted from all permit requirements. For the exemption to apply, the industrial water retention dam and reservoir must be subject to safety inspections by the other state agency or federal agency and standards used must be at least as stringent as those required by the law. In addition, the owner must notify the council that another agency is regulating his/her dam and reservoir and explain the basis for the exemption to apply.

AUTHORITY: sections 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1986 and 236.405, RSMo Supp. 1993. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985. Amended: Filed Sept. 1, 1993, effective May 9, 1994.*

**Original authority: 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1979 and 236.405, RSMo 1979, amended 1993.*

10 CSR 22-2.020 Types of Permits

PURPOSE: This rule describes the three types of permits and their uses that the Dam and Reservoir Safety Council will issue.

(1) There are three (3) types of permits—registration permits, construction permits and safety permits and each one is intended to regulate a separate and distinct type of activity. A dam and reservoir will have only one (1) type of permit in effect at any given time although they may have more than one (1) type of permit during their existence.

(2) Registration permits (see 10 CSR 22-1.020(44)) apply to and are required for the continued operation of a dam and reservoir that was in existence or in the process of being constructed on the effective date of this section, August 13, 1981. A registration permit also applies to and is required for structures which become subject to the provisions of the dam and reservoir safety law that were in existence prior to the date that they became subject to the law. Registration permits may be issued for a time period up to five (5) years. The owner of a dam and reservoir on the effective date of the law shall obtain his/her first registration permit in accordance with the height of his/her dam. For dam heights of thirty-five feet (35') to less than fifty feet (50'), fifty feet to seventy feet (50'–70') and over seventy feet (70+'), the maximum time to obtain the first registration permit is respectively within nine (9) years, four (4) years and two (2) years from the effective date of this section, August 13, 1981.

(3) Construction permits (see 10 CSR 22-1.020(8)) apply to the construction of a new dam and reservoir, the alteration, enlargement, reduction, repair or removal of a new or existing dam, reservoir or appurtenances. New dams are dams for which construction commences after the effective date of this section, August 13, 1981. For dams which were under construction on August 13, 1981, construction must be completed by August 13, 1987 or the owner will be required to obtain a construction permit. If completed prior to August 13, 1987, the owner will be required to obtain a registration permit as outlined in 10 CSR 22-2.020(2). A construction permit may be issued for any reasonable length time period required to complete construction and it may contain appropriate restrictions placed on the owner for construction and operation of the dam and reservoir during that period. At the conclusion of construction, a safety or registration permit shall be obtained by the owner.

(4) Safety permits (see 10 CSR 22-1.020(48)) apply to the operation of a dam and reservoir constructed pursuant to a construction permit. The safety permit is not a guarantee of the dam and reservoir's safety and does not alter the owner's liability; it is simply an operating permit. If a dam and reservoir were not subject to the provisions of the law when they were constructed but subsequently become subject to the provisions of the law, the owner shall obtain a registration permit, not a safety permit. Safety permits may be issued for a time period up to five (5) years, and they may contain appropriate conditions for the operation and safety of the dam and reservoir.

AUTHORITY: sections 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1986 and 236.405, RSMo Supp. 1993. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985. Amended: Filed May 15, 1987, effective Sept. 15, 1987.*

**Original authority: 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1979 and 236.405, RSMo 1979, amended 1993.*

10 CSR 22-2.030 Types of Dams and Reservoirs

PURPOSE: This rule describes the two fundamentally different types of dams and reservoirs that will be required to obtain permits from the Dam and Reservoir Safety Council.

(1) There are two (2) types of dams and reservoirs, conventional dams and reservoirs and industrial water retention dams and reservoirs. The two (2) types of dams and reservoirs are distinguished on the basis of their reservoir contents and the length of the time period during which active dam building occurs.

(2) Conventional dams and reservoirs (see 10 CSR 22-1.020(9)) are dams and reservoirs used for purposes other than tailings, slime, settling or other similar industrial water retention purposes. A conventional dam is constructed in one (1) relatively continuous operation over a short time span (compared to the design life of the reservoir). Filling and use of the reservoir occurs after construction is completed.

(3) Industrial water retention dams and reservoirs (see 10 CSR 22-1.020(27)) are dams and reservoirs used for the purpose of storing solids and the water associated with the particular industrial process such as tailings, slime and other similar industrial materials. An industrial water retention dam may be constructed in phases and steps or continuously, over a long period of time (compared to the design life of the reservoir). Filling and use of the reservoir may occur during most phases of construction. An industrial water retention dam and reservoir in existence or under construction on the effective date of 10 CSR 22-2.020(2), August 13, 1981, shall obtain a registration permit which may include approval to make enlargements. The owner of any such dam and reservoir shall apply for and obtain new construction and/or registration permits for any modifications to that dam and reservoir other than enlargements covered by an existing permit. A construction permit is required and shall be obtained by the owner, for the initial construction phase of any new industrial water retention dam and reservoir built after the effective date of 10 CSR 22-2.020(3), August 13, 1981. Upon completion of the initial construction phase, the owner shall apply for a safety permit for the operation and enlargement of the new dam and reservoir.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, 236.435, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.405, RSMo (1979), amended 1993 and 236.415, 236.435, 236.440 and 236.465, RSMo (1979).*

10 CSR 22-2.040 Classes of Downstream Environment

PURPOSE: This rule describes the three environmental classes for the downstream environmental zone that will be used by the Dam and Reservoir Safety Council when considering permits.

(1) The downstream environment zone is the area downstream from a dam that would be affected by inundation in the event the dam failed. Inundation is defined as water, two feet (2') or more deep over the general level of the submerged ground affected outside the stream channel. Based on the content of the downstream environment zone, three (3) environmental classes are defined. They are: class I, which contains ten (10) or more permanent dwellings or any public building; class II, which contains one to nine (1–9) permanent dwellings, or one (1) or more campgrounds with permanent water, sewer and electrical services or one (1) or more industrial buildings; and class III, which is everything else.

(2) Spillway design standards are based on the environmental class of the downstream environment zone of a dam and reservoir. The standards become more stringent for lower environmental class numbers. If conditions change in the downstream environment zone and it becomes necessary to change the environmental class of the dam and reservoir, the owner must then meet the standards and criteria for the new environmental class of the dam and reservoir. A dam and reservoir may be in only one (1) environmental class at a given time.

(3) Inundation, the downstream environmental zone and the associated environmental class are analyzed, assuming the dam fails with the reservoir at the emergency spillway crest elevation or the dam crest elevation in the absence of an emergency spillway. If the spillway standards for class I are used, the failure analysis does not have to be performed. If a failure analysis is made, the contents of the downstream environment zone used to determine the environmental class are only the features that would be inundated by the flooding resulting from the dam failure.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, 236.435, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.405, RSMo 1979, amended 1993 and 236.415, 236.435, 236.440 and 236.465, RSMo 1979.*

10 CSR 22-2.050 Issuing First Permit

PURPOSE: This rule describes the procedure for issuing the first permit to a dam and reservoir owner for a particular dam and reservoir.

(1) A permit will be issued or a letter will be sent to the owner with comments within forty-five (45) days after the receipt of a properly prepared application or after the completion of any hearings or record period conducted by the council in connection with the application, whichever is later. The council, upon hearing the recommendations of the chief engineer, shall approve or deny the permit application.

(2) A permit will be issued if a complete and proper application has been submitted and the dam and reservoir comply with the law.

(A) A registration permit may be denied if it is determined that the owner has not complied with the experienced professional engineer's or agency engineer's inspection recommendations.

(B) A construction permit may be denied if there is insufficient information to determine that the proposed construction, alteration, enlargement, reduction or removal of a dam or reservoir would not endanger public safety, life or property or otherwise would comply with the law.

(C) A safety permit may be denied if it is determined that there are violations of the construction permit or the law.

(D) If revisions have been made which vary substantially from the provisions of the construction permit, the owner must show that the revisions do not endanger public safety, life or property before a safety permit will be issued.

(3) Conditions contained in a construction permit shall include that the construction work must be under the responsible charge of an experienced professional engineer and the records be kept and made available as

required by the chief engineer including, without limitation, for the foundation excavation and inspection and placement of backfill in the core trench. It is not necessary for the engineer in responsible charge to be on-site continuously. During construction, the council or its delegate, the chief engineer, may make periodic site inspections the purpose of inspecting and securing conformity of construction with the approved plans and specifications and the owner shall permit, upon reasonable notice, the person entry upon its property to make such inspections. The owner may be required to perform, at its own expense, reasonable work or tests as are necessary to provide sufficient information to enable the council to determine that there is conformity. Usually, testing will be limited to verification of embankment compaction, concrete strengths and other similar requirements. It is expected that the tests will be required where the owner's inspection records are lacking.

(4) Any significant modifications from a construction permit or approved plans makes the permit void and requires the owner to obtain a new permit. Significant modification to the plans and specifications must be prepared by an experienced professional engineer. The council or its delegate will follow the same evaluation procedures for the modifications as used with issuance of the original construction permit. Special attention will be given to these modification requests to provide a quick decision.

(5) The owner of a dam and reservoir that is removed under a construction permit must notify the council or its delegate when this work is completed and in conformity with the provisions of the construction permit. The council or its delegate will then issue a final approval to relieve the owner of the requirement to have a permit upon a showing that the requirements of the law for removal have been satisfied.

(6) Approval by the council for a construction permit becomes invalid within one (1) year, unless work on the construction has begun within that period, except that the owner may be excused from beginning work for a period of time that the work is prevented by flood, shortage of materials or regulation of government which cannot be met for reasons over which the owner has no control or other causes beyond the owner's control. The same applies to construction of approved modifications contained in the conditions of a registration or safety permit for industrial water retention dams unless the conditions specify a different time schedule.

AUTHORITY: sections 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1986 and 236.405, RSMo Supp. 1993. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, 236.415, 236.435, 236.440 and 236.465, RSMo 1979 and 236.405, RSMo 1979, amended 1993.*

10 CSR 22-2.060 Issuing Permit Renewals

PURPOSE: This rule describes the procedure for renewing a permit.

(1) The owner of a permitted dam and reservoir must apply for the renewal of the permit not less than sixty (60) days prior to expiration of that permit. Before any permit may be renewed, the chief engineer must determine that the dam and reservoir are essentially as described in the latest permit and approved plans; they satisfy the law; and that no inspection conducted in connection with the permit renewal reveals any defect which would threaten public safety, life or property. The council, or its delegate will issue another permit within forty-five (45) days of the receipt of a complete and proper application unless it is determined that the dam and reservoir are not as described in the latest permit and approved plans; not properly maintained; do not satisfy the law; or that the defects are not corrected.

(2) The council may require the owner to furnish a certification by an experienced professional engineer or an agency engineer that the dam and reservoir are as described in the latest permit and approved plans; are properly maintained; satisfy the law; and have all defects corrected.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.405, RSMo 1979, amended 1993 and 236.415, 236.440 and 236.465, RSMo 1979.*

10 CSR 22-2.070 Modifications not Requiring Permit Changes
(Rescinded January 1, 1985)

AUTHORITY: sections 236.405, 236.415, 236.435, 236.440, and 236.465, RSMo Supp. 1980. Original rule filed April 14, 1981, effective Aug. 13, 1981. Rescinded: Filed June 14, 1984, effective Jan. 1, 1985.

10 CSR 22-2.080 Revoking Permit

PURPOSE: This rule describes the reasons for revoking a permit.

(1) Approval of the council or its delegate, the chief engineer, shall be obtained for modifications that substantially alter or adversely affect the safety or stability of the dam or reservoir. Modifications, without the approval of the council or its delegate, the chief engineer, are cause for suspension or revocation of any permit. If the chief engineer finds that the condition of the dam and reservoir has deteriorated substantially from those conditions present when the permit was issued, or that has defects which adversely affect the safety or stability of the dam and reservoir or threatens public safety, life or property, s/he shall revoke the permit. If a permit is suspended or revoked, the dam owner will be in violation of the law and may be subject to prosecution for a misdemeanor.

(2) If the chief engineer determines that a dam or reservoir constitutes a threat to public safety, life or property, s/he may order its removal or take any other actions necessary to reduce or eliminate the threat. Failure of a dam owner to alter or remove his/her dam and reservoir as directed, when it is found to be a threat to public safety, life or property, will result in revocation of the permit and, if necessary, removal of the dam or any other action necessary to reduce or eliminate the threat to public safety, life or property by the state at the owner's expense.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, 236.445, 236.495 and 236.500, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.405, RSMo 1979, amended 1993 and 236.415, 236.445, 236.495 and 236.500, RSMo 1979.*

10 CSR 22-2.090 Transferring Permit

PURPOSE: This rule describes the procedure for transferring a permit when ownership changes.

(1) Permits issued pursuant to 10 CSR 22-2.050 and 10 CSR 22-2.060 are transferable only as provided in section 236.460, RSMo.

If ownership or other transfer of interest in the dam and reservoir changes, the former owner must notify the chief engineer of the sale or transfer and the permit will be transferred to the new owner after determination that the transfer will not endanger the public safety, life, property, the dam or reservoir. The permit holder of record will be held responsible for maintaining compliance with these rules and standards. If the former owner does not have the permit transferred, the new owner may submit the appropriate application and documents necessary to obtain a new permit. The new owner, in this case, must also show proof of ownership. The old owner's responsibilities of ownership under the law will not be extinguished until the permit is transferred to an eligible owner. Nothing in these regulations shall be construed to eliminate the liability of the previous owner for damages or injuries caused by a dam failure, nor a new operator who has not obtained a permit nor had an existing permit transferred to his/her name.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, and 236.460, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective, Jan. 1, 1985.*

**Original authority: 236.405, RSMo 1979, amended 1993 and 236.415 and 236.460, RSMo 1979.*

10 CSR 22-2.100 Appeal of Action on Permits

PURPOSE: This rule describes the procedure for appealing the results of any action taken with regard to a permit.

(1) Permits revoked or denied are subject to council appeal. All parties shall be afforded an opportunity for hearing before the council for review of denial or revocation decisions, if request is made within thirty (30) days after notice is served personally or by certified or registered mail upon the parties or their agents. Except for emergency action, further legal action shall not be taken until after the hearing and council decision.

(2) The record of hearing shall include all written testimony, data, records, etc., as well as all oral proceedings recorded stenographically or by other means that will preserve the testimony. Rules of discovery, evidence and privilege as applied in civil cases in the circuit courts shall be followed.

(3) A final decision will be in writing, and the party or its agents will be notified personally or by registered or certified mail of the final decision. A copy of any opinion in support of this decision will be furnished upon request. Decisions are subject to judicial review pursuant to provisions of section 236.480, RSMo.

AUTHORITY: sections 236.405, RSMo Supp. 1993 and 236.415, 236.425, 236.440, 236.445, 236.470 and 236.480, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.405, RSMo 1979 amended 1993 and 236.415, 236.425, 236.440, 236.445, 236.470 and 236.480, RSMo 1979.*

Rules of
Department of Natural Resources
Division 22—Dam and Reservoir Safety Council
Chapter 3—Permit Requirements

Title		Page
10 CSR 22-3.010	General Information	3
10 CSR 22-3.020	General Requirements	3
10 CSR 22-3.030	Registration Permit Requirements	7
10 CSR 22-3.040	Construction Permit Requirements	8
10 CSR 22-3.050	Safety Permit Requirements	11

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 22—Dam and Reservoir Safety Council
Chapter 3—Permit Requirements

10 CSR 22-3.010 General Information

PURPOSE: The purpose of this rule is to provide general information about permit requirements.

(1) Requirements for existing or proposed dams and reservoirs must allow for variations in conditions and materials from site-to-site. Therefore, this rule and 10 CSR 22-3.020—10 CSR 22-3.050 describe the minimum general requirements which are consistent with current engineering, geologic, construction, operation and maintenance practices, necessary to obtain permits from the Dam and Reservoir Safety Council.

(2) These rules are not intended to define the only requirements for a dam and reservoir to comply with the law or sound engineering, geologic and construction practices, to be used in detailed site investigation or in the specific design and construction of individual dams. The detailed and specific information that outlines current and prudent engineering, geologic and construction practices is available in technical literature. Determinations by the Dam and Reservoir Safety Council, after hearing the recommendations of the chief engineer of the acceptability of a design and adequacy of plans, specifications and construction must be made, by necessity, on a case-by-case basis. Therefore, it is recommended that applicants unfamiliar with the way these rules are applied contact the council or the chief engineer prior to commencing extensive work or plan development.

(3) Adherence to the law does not guarantee the safety of any dam or reservoir or relieve the owner of any liability in the event of dam failure.

(4) A permit application form along with a copy of the laws, rules, standards and guidelines relating to dam and reservoir safety can be obtained free from the Department of Natural Resources, Division of Geology and Land Survey, Dam Safety Program, P.O. Box 250, Rolla, MO 65401. Persons seeking this and/or other information on dams in Missouri should address their inquiry to the chief engineer.

AUTHORITY: sections 236.400, 236.405, 236.415, 236.435, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981.*

**Original authority: 246.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.415, RSMo 1979, amended 1995; 236.435, RSMo 1979; 236.440, RSMo 1979; and 236.465, RSMo 1979.*

10 CSR 22-3.020 General Requirements

PURPOSE: The purpose of this rule is to itemize the basic requirements and standards that apply to all permits.

(1) The permit application must contain information required by the council and the chief engineer including, but not limited to, the following information: type of permit being applied for; name of owners; mailing address of owners; telephone number(s) of owners; name of dam; name of reservoir; coordinate location of the dam centerline at the maximum section; purpose or use of dam and reservoir; name, address and telephone number of the experienced professional engineer or agency engineer who has provided or will provide required technical assistance; and the downstream environment zone environmental class for the dam and reservoir. The owners must complete all applicable investigations required in 10 CSR 22-3.0202–10 CSR 22-3.050 before filing a permit application. All permit applications must be filed with the chief engineer at the address listed in 10 CSR 22-3.010(4).

(2) The owner must provide a determination of an environmental class for each dam and reservoir. The method, data and assumptions used by the owner to determine environmental class shall conform to practices reputable and in current use in the engineering, geologic and construction professions or the chief engineer may reject the owner's classification. If an owner chooses not to have this done by an experienced professional engineer or an agency engineer, the chief engineer will assign the dam and reservoir to environmental class I or s/he may assign the dam and reservoir to another environmental class if s/he has justification to do so.

(3) The anticipated consequences of a dam failure with respect to public safety, life and property damage are important considerations in establishing acceptable methods for specific investigations and sites. Methods used in exploration design, construction and maintenance must be in accordance with good engineering practices reputable and in current use in the engineering, geologic and construction professions.

(4) When the owner is applying for a construction permit, the required design factors of safety for slope stability for earth and rock conventional dams which are given in Table 1 shall be met. The required design factors of safety for concrete conventional dams are given in Table 2. The required design factors of safety for slope stability for industrial water retention dams are given in Table 3. Owners shall meet these requirements in the design of new dams prior to the issuance of the permit. Owners shall also meet these requirements when substantial changes are proposed to the height or slope of an existing conventional dam or structure prior to the issuance of the construction permit (see the following tables).

(5) For new dams constructed wholly or partially of cohesionless materials (such as sands and silts) or having a foundation of cohesionless materials, earthquake loading may result in the build-up of pore water pressures and a loss of strength. Engineers shall take this pore pressure increase and loss of strength into account when performing their stability analysis, but the degree to which liquefaction may affect the factor of safety for slope stability shall be left up to the engineer's best judgment. Bedrock accelerations and earthquake intensities are listed in Table 4.

(6) New dams constructed wholly of cohesive materials (such as clays) and having a foundation of cohesive materials or rock, can be expected to withstand significant earthquake shaking if it can be shown that other required design factors of safety for slope stability are met. Therefore, only new dams located in Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Ripley, Scott, Stoddard and Wayne Counties must meet the requirements for slope stability during earthquake loading while dams located in other counties do not unless 10 CSR 22-3.030(5) applies to them. Bedrock accelerations and earthquake intensities are listed in Table 4.

Table 1—Required Design Factors of Safety for Slope Stability Earth and Rock Conventional Dams

Loading Condition	Factor of Safety
End of construction, full reservoir*	1.4
Steady seepage, full reservoir*	1.5
Steady seepage, maximum reservoir**	1.3
Sudden draw down, from full to empty reservoir (if applicable)	1.2
Earthquake***, steady seepage, full reservoir*	1.0

*Full reservoir means water level is at the water storage elevation.
**Maximum reservoir means water level is at maximum water level attained during the spillway design flood or at the dam crest elevation, whichever is lower.
***Earthquake loading will vary according to dam location in relation to seismic source zones and downstream environmental zones. (See Table 4).

Table 2—Required Design Factors of Safety Concrete Conventional Dams

Failure Mode	Loading Condition	Factor of Safety
Overturning	full reservoir*	1.5
	maximum reservoir**	1.3
Sliding	full reservoir*	1.5
	maximum reservoir**	1.3
Structural integrity	full reservoir*	1.5
	maximum reservoir**	1.3
Earthquake*** any mode	full or maximum reservoir* & **	1.0

*Full reservoir means water level is at the water storage elevation.
**Maximum reservoir means water level is at maximum level attained during the spillway design flood.
***Earthquake loading will vary according to dam location in relation to seismic source zones and downstream environmental zones. (See Table 4).

Table 3—Required Design Factors of Safety for Slope Stability Industrial Water Retention Dams

Loading Condition	Factor of Safety
Starter dam, end of construction, full reservoir*	1.4
Any other stage of construction, full reservoir*, steady seepage	1.3
Any other stage of construction, maximum reservoir*, steady seepage	1.0
Completed dam, full reservoir*, steady seepage	1.5
Completed dam, maximum reservoir**, steady seepage	1.3
Earthquake***, steady seepage, full reservoir*	1.0

*Full reservoir means water level is at the water storage elevation.
**Maximum reservoir means water level is at the maximum level attained during the spillway design flood or at the dam crest elevation, whichever is lower.

***Earthquake loading will vary according to dam location in relation to seismic source zones and downstream environmental zones. (See Table 4).

(7) The required spillway design flood, which shall allow for flood storage in the reservoir, is to be derived by using the precipitation values given in Table 5 and shall apply to both new and existing dams.

Table 4—Required Design Acceleration For Earthquake Design

Dam Type	Stage of Construction	Special Descriptions	Environmental Class I	II	III
Conventional or Industrial	Completed	New dams less than 50 feet in height	.75PMA*	.5PMA*	.25PMA*
		New dams greater than 50 feet in height**	.75PMA*	.5PMA*	.4PMA*
Industrial	Starter dam	New dams**	.5PMA*	.2PMA*	.1PMA*
	dam is completed	After starter dam is finished and before final New dams**	.75PMA*	.5PMA*	.2PMA*

Zone	PMA*	Intensity**
A	0.31 g	IX—X
B	0.28 g	IX
C	0.26 g	VIII—IX
D	0.23 g	VIII
E	0.20 g	VII—VIII
F	0.17 g	VII

ZONE A	ZONE B	ZONE C	ZONE D	ZONE E	ZONE E (cont.)	ZONE F
Dunklin	Bollinger	Carter	Crawford	Audrain	Lewis	Adair
Mississippi	Butler	Howell	Dent	Barry	Lincoln	Andrew
New Madrid	Cape Girardeau	Iron	Douglas	Barton	Linn	Atchison
Pemiscot	Ripley	Madison	Franklin	Bates	Livingston	Buchanan
	Scott	Oregon	Jefferson	Benton	McDonald	Clay
	Stoddard	Perry	Ozark	Boone	Macon	Clinton
	Wayne	Reynolds	Phelps	Caldwell	Maries	Davis
		St. Francois	Pulaski	Callaway	Marion	Dekalb
		Ste. Genevieve	St. Louis	Camden	Miller	Gentry
		Shannon	St. Louis City	Carroll	Moniteau	Grundy
			Taney	Cass	Monroe	Harrison
			Texas	Cedar	Montgomery	Holt
			Washington	Chariton	Morgan	Mercer
			Wright	Christian	Newton	Nodaway
				Clark	Osage	Platte
				Cole	Pettis	Putnam
				Cooper	Pike	Schuyler
				Dade	Polk	Sullivan
				Dallas	Ralls	Worth
				Gasconade	Randolph	
				Greene	Ray	
				Henry	St. Charles	
				Hickory	St. Clair	
				Howard	Saline	
				Jackson	Scotland	
				Jasper	Shelby	
				Johnson	Stone	
				Knox	Vernon	
				Laclede	Warren	
				Lafayette	Webster	
				Lawrence		

* PMA is Probable Maximum Acceleration of bedrock which is determined as a fraction of the acceleration of gravity (g = 32.2 fps2) for the six zones in Missouri (see 10 CSR 22-1.020(41)).

** See 10 CSR 22-2.020(3) for clarification.

*** Modified Mercalli Intensity.

Table 5—Required Spillway Design Flood Precipitation Values

Dam Type	Stage of Construction	Special Descriptions	Environmental Class I	II	III
Conventional or Industrial	Completed	Any existing dam**	.75PMP*	.5PMP*	100 Yr.****
	New dam less than 50 feet in height***		.75PMP*	.5PMP*	100 Yr.****
	New dam greater than 50 feet in height		.75PMP*	.5PMP*	100 Yr.*****
Industrial	Starter dam	Any	.5PMP*	.2PMP*	.1PMP*
	After starter dam is finished and before final dam is completed	Any	.75PMP*	.5PMP*	.2PMP*

*PMP is Probable Maximum Precipitation.
**Existing dam means a dam which was completed by August 13, 1981 or which was started prior to August 13, 1981 and completed by August 13, 1987.
***See 10 CSR 22-2.020(3) for clarification.
****100 Yr. is the 100 year frequency rainfall event.

AUTHORITY: sections 236.400, 236.405, 236.415, 236.435, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985. Amended: Filed Aug. 15, 1988, effective Jan. 1, 1989. Amended: Filed May 15, 1990, effective Nov. 30, 1990.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.415 RSMo 1979, amended 1995; 236.435, RSMo 1979; 236.440, RSMo 1979; and 236.465, RSMo 1979.*

10 CSR 22-3.030 Registration Permit Requirements

PURPOSE: The purpose of this rule is to itemize the requirements for a registration permit.

(1) In addition to the basic requirements for all permits listed in 10 CSR 22-3.020(1), (2), (3) and (7), the registration permit application for a conventional dam and reservoir must include certification by an experienced professional engineer or an agency engineer that the dam and reservoir have been inspected in accordance with the law and that the owner has compiled engineer's recommendations to correct the observed defects and an inspection report, as required by the law. The engineer must further show that the spillway can safely pass the spillway design flood derived from Table 5 and submit a report describing the correction of all observed defects and the description of an operation and maintenance program to be followed while the registration permit is in effect.

(A) The inspection of a dam and reservoir for a registration permit is intended to detect observable defects. The procedure to determine observable defects normally will be a surface examination by an experienced professional engineer or an agency engineer. The inspection must include all surface examinations necessary to determine if observable defects exist that affect the stability of the dam and reservoir or the adequacy of the spillway. Judgment of the structural stability and an evaluation of the spillway capacity must be made. Judgment shall be based upon the engineer's experience, training and knowledge of similar dams and in accordance with practices reputable and in current use in the engineering, geologic and construction professions.

1. Observed defects which may require correction, evaluated on the basis of current engineering, geologic and construction practices, include but are not limited to: slides; slopes as steep as or steeper than those on similar types of dams and constructed of similar materials which have experienced slope stability problems; piping of fines; seepage that exits in an uncontrolled fashion on the downstream slope of or from the downstream foundation of the dam; unusual zones of softness and irregular settlement; erosion on the upstream or downstream slope of the dam; spillways that are calculated to be inadequate for the design flood; spillways that are eroded or otherwise in poor condition and cracks in the embankment or structure.

2. Observed defects that are in an advanced state of deterioration must be immediately reported by the inspecting engineer to the owner and to the chief engineer.

(B) Proper maintenance and operation of a dam and reservoir are critical to the continuing safety of a dam and reservoir and to public safety, life and property. A maintenance program shall be required and shall include the following items: erosion control on the embankment; monitoring emergency spillway flow rates; vegetation control; spillway maintenance; emergency action plans; maintenance and monitoring of seepage observation devices, if any; and maintenance and monitoring of instruments used, if any, to observe the stability of the dam.

(C) Visits for the purpose of observation of maintenance and operation may be made by the council, the chief engineer or a member of the chief engineer's staff. Visits will be at any reasonable time following reasonable notice, except that in the case of an emergency threatening public safety, life or property, no notice shall be required and inspection may be at any time. Owners shall permit entry to its property for persons to perform the inspections.

(D) The application need not state, nor is it necessary to show, that the dam is a safe dam. The intent of the registration permit is to show that the dam is performing adequately and that there are no observable indications that the dam is unsafe.

(2) In addition to the basic requirements for all permits listed in 10 CSR 22-3.020(1), (2), (3) and (7), the registration permit application for an industrial water retention dam and reservoir shall include certification by an experienced professional engineer or an agency engineer that the dam and reservoir have been inspected in accordance with the law and that the owner has complied with the engineer's recommendations to correct observed defects and an inspection report, as required by the law. The engineer must further show that the spillway can safely pass the spillway design flood derived from Table 5 and submit a report describing the correction of any observed defects, the operation and maintenance program to be made a part of the registration permit and the phased, stepped and/or continuous construction of the dam.

(A) The inspection of an industrial water retention dam and reservoir for a registration permit is intended to detect observable defects. The procedure to determine observable defects normally will be a surface examination by an experienced professional engineer or an agency engineer. The inspection must include all surface examinations necessary to determine if observable defects exist that affect the stability of the dam and reservoir or the adequacy of the spillway. Judgment of the structural stability and an evaluation of the spillway capacity must be made. Judgment shall be based upon the engineer's experience, training and knowledge of similar dams and in accordance with practices reputable and in current use in the engineering, geologic and construction professions.

1. Observed defects which may require correction, evaluated on the basis of current engineering, geologic and construction practices, include but are not limited to slides; slopes as steep as or steeper than those on similar types of dams and constructed of similar materials which have experienced slope stability problems; piping of fines; seepage that exits in an uncontrolled fashion on the downstream slope of or from the downstream foundation of the dam; unusual zones of softness and irregular settlement; erosion on upstream or downstream slope of the dam; spillways that are calculated to be inadequate for the design flood; spillways that are eroded or otherwise in poor condition and cracks in the embankment or structure.

2. Observed defects that are in an advanced state of deterioration must be immediately reported by the inspecting engineer to the owner and to the chief engineer.

(B) Proper maintenance and operation of a dam and reservoir are critical to the continuing safety of a dam and reservoir and the protection of public safety, life and property. A maintenance program shall be required and shall include the following items: erosion control on the embankment; monitoring of storm runoff; vegetation control; spillway maintenance; emergency action plans; maintenance and monitoring of seepage observation devices, if any; and maintenance and monitoring of instruments used, if any, to observe the stability of the dam.

(C) The council or chief engineer may require the owner to submit a report describing the phased, stepped and/or continuous construction of an industrial water retention dam and reservoir, containing information on

the materials used, method of transport and placement of materials, the sequence and placement location of materials, spillway changes to be made, the anticipated final dimensions and configuration of the dam and the name, address and telephone number of the person(s) in responsible charge of this work.

(D) Visits for the purpose of inspecting during construction or enlargement or observation of maintenance and operation may be made by the council, the chief engineer or a member of the chief engineer's staff. Visits will be at any reasonable time following reasonable notice, except that in the case of an emergency threatening public safety, life or property, no such notice shall be required and inspection may be made at any time. Owners shall permit entry to its property for persons to perform inspection.

(E) It shall not be necessary for the owner to retain an experienced professional engineer or an agency engineer continuously during the entire permit period unless there is modification(s) in the construction method described in the permit application. However, personnel with adequate supervision and training in methods of safe construction, maintenance and operation of dams must be provided to insure that the construction maintenance and operation of the dam and reservoir are carried out as described.

(F) The registration permit will be the only permit required for an industrial water retention dam and reservoir that was in existence prior to the effective date listed in 10 CSR 22-2.020(2) unless it is to be reduced or removed. If the dam or reservoir is to be reduced or removed, a construction permit will be required. Other changes will require the owner to obtain a new registration permit.

(G) The applicant need not state, nor is it necessary to show, that the dam is a safe dam. The intent of the registration permit is to show that the dam is performing adequately and that there are no readily observable indications that the dam is unsafe and that phased, stepped and/or continuous construction of the dam will meet the requirements of the law.

AUTHORITY: sections 236.400, 236.405, 236.415, 236.420, 236.425, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.415, RSMo 1979, amended 1995; 236.420, RSMo 1979; 236.425, RSMo 1979; 236.440, RSMo 1979; and 236.465, RSMo 1979.*

10 CSR 22-3.040 Construction Permit Requirements

PURPOSE: The purpose of this rule is to itemize the requirements for a construction permit.

(1) In addition to the basic requirements for all permits listed in 10 CSR 22-3.030, the construction permit application for a conventional dam and reservoir shall be prepared under the direction of and certified by an experienced professional engineer and shall be in accordance with practices reputable and appropriate in the engineering, geologic and construction professions.

(A) The following requirements shall apply to and the following information shall be provided by the owner:

1. Up-to-date topographic map(s) showing the location of the proposed or existing dam, the upstream watershed, the reservoir and the downstream environment zone. The topographic map(s) of the project area must be at a scale appropriate to the size of the project area. An up-to-date United States Geological Survey topographic map is considered a minimum;

2. Exploration records and results including the location of all exploration, especially in the area of the core trench, the method(s) used to explore the site, a record of what was found, the method(s) used to obtain samples and the number of samples taken;

3. Testing records and results including information on the care and treatment of samples, types of tests performed on samples or in situ, reference(s) to or the procedures used in testing and the test results. Physical and mechanical properties of foundation and construction materials must include the information source for these values especially if they are not the results of testing;

4. The geotechnical design procedure(s) or method(s) shall be identified and referenced or described so that they may be reviewed and the applicability verified. This shall include all assumptions made. The geotechnical procedure(s) or design results shall include the minimum computed factors of safety and they must meet or exceed the required design factors of safety (see 10 CSR 22-3.020(4)). The geotechnical design information shall be presented for the foundation, core trench and dam embankment. Earthquake loading must be analyzed as outlined in 10 CSR 22-3.020(5) and (6);

5. The structural design procedure(s) or method(s) shall be identified and referenced or described so that they may be reviewed and their applicability verified. Design results for concreted dams and concrete structures appurtenant to embankment dams shall provide for and show an adequate factor of safety for normal and maximum loading conditions of compression, tension, shear, torsion, buckling, sliding and overturning;

6. Hydrologic information used to evaluate the watershed, reservoir, spillway and downstream environment zone including the watershed area, rainfall rate and duration, antecedent moisture conditions, time of concentration, area capacity curves, description of spillway elevation(s), type(s), dimensions, locations, cross section and profiles, dam crest elevation and the downstream valley cross sections;

7. The hydrologic/hydraulic design procedure(s) or method(s) used shall be identified and referenced or described so that they may be reviewed and their applicability verified. This shall include all assumptions made. The hydrologic/hydraulic procedure(s) or design results shall include the reservoir inflow hydrograph, the reservoir outflow hydrograph, the spillway discharge capacity, the freeboard at the maximum water storage elevation and the environmental class of the dam. The dam shall be capable of safely containing or discharging the required design flood (see 10 CSR 22-3.020(5));

8. Location and design of diversion channels or other structures to control stream flow during or after construction shall be provided if failure of these channels or other structures would affect hydrologic conditions of the dam. Stream diversion systems used during construction shall be designed to provide protection to the dam and the safety of the public;

9. Construction control and inspection procedures shall be used during the construction of a new dam and reservoir or modification of an existing dam and reservoir. Construction control and inspection procedures should include compaction testing and density testing;

10. Procedures shall be used for record-keeping and monitoring throughout the construction or modification process to provide information about any construction progress and conditions that may cause difficulties during construction;

11. The location of and protective measures used in conjunction with all drain lines, sewer lines, utilities or other structures that pass through or under the dam;

12. Topographic surveys showing the location of baselines, centerlines and other horizontal and vertical control points sufficiently accurate to locate the proposed construction and to define the volume of storage in the reservoir;

13. Two (2) sets of plans and specifications including—

A. Graphic scales shall be provided for all scaled drawings;

B. The title, which shall be identical on the plans and the specifications, shall include: the name of the dam; the name of the owner; whether the work shows an existing dam, a proposed dam or an enlargement, repair or alteration of the dam or reservoir; the county(ies) the dam and reservoir are in; the location of the dam by quarter section, section, township and range or by geodetic coordinates; and each sheet shall have in an appropriate title block the name of the dam as well as the sheet number in relation to the total, for example, sheet one (1) of twelve (12); and

C. Certifications by the experienced professional engineer and the owner shall be placed near the lower right-hand corner of the title sheet (first sheet) of the drawings. The certifications shall be similar to those presented in figures 1 and 2 (see figures 1 and 2); and

Figure 1

Certification by Experienced Professional Engineer

I hereby certify that these plans for the (insert the correct word or words choosing from: existing; construction of the; repair of the; enlargement of the; or alteration of the

_____ Dam were prepared by me (or under my
Name of Dam

direct supervision) for the owners thereof.

_____
Firm Name

_____
Registered Engineer

(Seal)

Figure 2

Certification by Owner

I,_____, owner, whose Post Office Address is
Name of Owner

_____ , Zip _____ , do
Owner's Address

hereby accept and approve these plans.

_____
Owner

14. If a construction permit is requested to convert a dam to a retaining or retarding structure, the procedure to be followed in making the conversion shall be described by the owner; and

15. The procedures set up for regular inspection by the owner. The owner shall develop an emergency action plan, inspect his/her dam regularly and as necessary to protect public safety, life and property. A list of items to be inspected, a time schedule for these inspections and a form for reporting the results shall be established.

(B) The council or chief engineer may require the following action and information from the owner:

1. Procedures set up to provide regular maintenance and minor repairs to the dam and reservoir after construction and to continue or start recordkeeping and monitoring work so that the dam and reservoir are maintained in a safe condition and a complete history of its performance is available;

2. Location and types of instrumentation, drainage and/or seepage control facilities. Monitoring equipment and drainage and seepage control facilities are recommended for all dams and reservoirs, however, depending on conditions, they may be mandatory items if necessary to accomplish the purposes of the law;

3. The downstream environment zone warning procedure to be used if dam failure is a threat. A downstream environment zone warning system is recommended for all dams and reservoirs, however, depending on conditions, it may be necessary to accomplish the purposes of the law. This would consist of the current name(s) of the dam and reservoir owners representative(s) responsible for giving notification of a threat of failure and the current phone numbers of appropriate local police and other persons having emergency assistance authority;

4. Upstream slope protection from wave action; and

5. Additional actions or information as required to protect public safety, life and property and to accomplish the purposes of the law.

(C) Visits for the purpose of inspecting during or after construction or observation of operation and maintenance may be made by the council, the chief engineer or a member of the chief engineer's staff. Visits will be at any reasonable time following reasonable notice, except that in the case of an emergency threatening public safety, life or property, no notice shall be required and inspection may be made at any time. Owners shall permit entry to their property for persons to perform inspections.

(2) In addition to the basic requirements for all permits listed in 10 CSR 22-3.020, the construction permit application for an industrial water retention dam and reservoir shall be prepared under the direction of and certified by an experienced professional engineer and shall be in accordance with practices reputable and appropriate in the engineering, geologic and construction professions.

(A) The engineer who plans and designs an industrial water retention dam and reservoir or its modification shall assess the sequence, timing, method of placement and stability control program during construction from the beginning of the starter dam or modification through the life of the structure and after operation ceases or until the dam and reservoir no longer need a permit.

(B) Adequate records, as required by best practices in the geologic and engineering professions, shall be kept and made available to the council or chief engineer for the construction, maintenance and operation procedures. Adequate instrumentation and monitoring of seepage water shall be provided where necessary. Any significant settling or movement in the foundation of the dam should be measured if possible. Trained personnel and adequate supervision shall be provided to insure the construction and operation of the dam and reservoir are carried out to specifications.

(C) The following requirements shall apply to and the following information shall be provided by the owner:

1. A description of the system used to deposit tailings on the dam;

2. Up-to-date topographic map(s) showing the location of the proposed dam, the upstream watershed, the reservoir and the downstream environment zone. The topographic map(s) of the project area must be at a scale appropriate to the size of the project area. An up-to-date United States Geological Survey topographic map is considered minimum;

3. The location(s) of surface and underground mine workings if these workings would cause, would contribute to the cause or would be affected in the event of failure;

4. Exploration records and results including the location of all exploration, especially in the area of the core trench, the method(s) used to explore the site, a record of what was found, the method(s) used to obtain samples and the number of samples taken;

5. Testing records and results including information on the care and treatment of samples, types of tests performed on samples or in situ, reference(s) to or the procedures used in testing and the test results. Physical and mechanical properties of foundation and construction materials must include the information source for these values especially if they are not the results of testing;

6. The geotechnical design procedure(s) or method(s) shall be identified and referenced or described so that they may be reviewed and their applicability verified. This shall include all assumptions made. The geotechnical procedure(s) or design results shall include the minimum computed factors of safety and they must meet or exceed the required design factors of safety (see 10 CSR 22-3.020(4)). The geotechnical design information shall be presented for the foundation core trench and dam embankment. Earthquake loading must be analyzed as outlined in 10 CSR 22-3.020(5) and (6).

7. Type and physical properties of the liquid and solid materials to be used in construction of the dam and contained in the reservoir;

8. The changes created in the downstream environment zone as the dam and reservoir become incrementally larger;

9. The embankment changes and new factors of safety for stability as the dam and reservoir become incrementally larger;

10. If a starter dam is used, whether it will be pervious or impervious;

11. The expected crest elevation, dam configuration, spillway elevation and the size and configuration of each successive stage of the dam shall be included;

12. Anticipated storage volume of solid or semisolid materials and of liquids at the completion of the dam;

13. The structural design procedure(s) or method(s) shall be identified and referenced or described so that they may be reviewed and their applicability verified. Design results for concrete dams and concrete structures appurtenant to embankment dams shall provide for and show an adequate factor of safety for normal and maximum loading conditions of compression, tension, shear, torsion, buckling, sliding and overturning;

14. Hydrologic information used to evaluate the watershed, reservoir, spillway and downstream environment zone including the watershed area, rainfall rate and duration, antecedent moisture conditions, time of concentration, area capacity curves, description of spillway elevation(s), type(s), dimensions, locations, cross sections and profiles, dam crest elevation and the downstream valley cross sections;

15. Hydrologic/hydraulic design procedure(s) or method(s) used shall be identified and referenced or described so that they may be reviewed and their applicability verified. This shall include all assumptions made. The

hydrologic/hydraulic procedure(s) or design results shall include the reservoir inflow hydrograph, the reservoir outflow hydrograph, the spillway discharge capacity, the freeboard at the maximum water storage elevation and the environmental class of the dam. The dam shall be capable of safely containing or discharging the required design flood (see 10 CSR 22-3.020(5));

16. The hydrologic changes, the spillway alterations proposed and the freeboard changes as the dam becomes incrementally larger;

17. Location and design of diversion channels or other structures to control stream flow during or after construction shall be provided if failure of these channels or other structures would affect the stability or hydrologic conditions of the dam. Stream diversion systems used during construction shall be designed to provide protection to the dam and to protect public safety, life and property;

18. Location and design of any diversion channels or other structures to control runoff or reclaimed water;

19. Construction control and inspection procedures shall be determined by the engineer and used during the construction of a new dam and reservoir or modification of an existing dam and reservoir. Construction control and inspection procedures shall include compaction testing and density testing and any other quality control measures used to insure compliance with the construction specifications;

20. Procedures shall be used for recordkeeping and monitoring throughout the construction, enlargement or modification process to provide information about any construction progress and conditions that may cause difficulties during construction;

21. The location of and protective measures used in conjunction with all drain lines, sewer lines, utilities or other structures that pass through or under the dam;

22. Topographic surveys showing the location of baselines, centerlines and other horizontal and vertical control points sufficiently accurate to locate the proposed construction and to define the volume of storage in the reservoir at each planned stage of construction;

23. Two (2) sets of plans and specifications including:

A. Graphic scales shall be provided for all scaled drawings;

B. The title, which shall be identical on the plans and the specifications, shall include: the name of the dam; the name of the owner; whether the work shows an existing dam, a proposed dam or an enlargement, repair or alteration of the dam and reservoir; the county(ies) the dam and reservoir are in; the location of the dam by quarter section, section, township and range or by geodetic coordinates; and each sheet shall have in an appropriate title block the name of the dam as well as the sheet number in relation to the total, for example, sheet one (1) of twelve (12); and

C. Certification by the experienced professional engineer and the owner shall be placed near the lower right-hand corner of the title sheet (first sheet) of the drawing. The certifications shall be as presented in figures 1 and 2 (see figures 1 and 2 preceding);

24. If a construction permit is requested to convert a dam to a retaining or retarding structure, the procedure to be followed in making the conversion shall be described by the owner; and

25. The procedure set up for regular inspection by the owner. The owner shall develop an emergency action plan, inspect his/her dam and reservoir regularly and as necessary to protect public safety, life and property. A list of items to be inspected, a time schedule for these inspections and a form for reporting the results shall be established by the council or chief engineer. Items that shall receive maintenance to and/or inspections on a daily basis during periods of active dam enlargement include: the spigots or cyclones; the decant lines; the position of the water pool in relation to the spillway, decant intake and crest of the tailings dam; drain lines checked for quantity of water and sediment; the embankment observed for visual defects such as slides or significant seepage changes; the spillway shall be checked to verify that it has not become blocked.

(D) The council or chief engineer may require the following action and information from the owner:

1. Procedures set up to provide regular maintenance and minor repairs to the dam and reservoir during construction and enlargement so that the dam and reservoir are maintained in a safe condition and a complete history of its performance is available;

2. Location and types of instrumentation, drainage and/or seepage control facilities. Monitoring equipment and drainage and seepage control facilities are recommended for all dams and reservoirs, however, depending on conditions they may be mandatory items if necessary to accomplish the purposes of the law; a list of items to be inspected, a time schedule for these inspections and a form for reporting the results shall be established by the council or chief engineer;

3. The downstream environment zone warning procedure to be used if dam failure is a threat. A downstream environment zone warning system is recommended for all dams and reservoirs, however, depending on conditions, it may be necessary to accomplish the purposes of the law. This would consist of the current name(s) of the dam and reservoir owners representative(s) responsible for giving notification of a threat of failure and the current phone numbers of appropriate local police and other persons having emergency assistance authority;

4. Upstream slope protection from wave action; and

5. Additional actions or information as required to protect public safety, life and property and to accomplish the purposes of the law.

(E) Visits for the purpose of inspecting during or after construction or observation of operation and maintenance may be made by the council, the chief engineer or member of the chief engineer's staff. Visits will be at any reasonable time following reasonable notice, except that in the case of an emergency threatening public safety, life or property, no notice shall be required and inspection may be made at any time. Owners shall permit entry to their property for the persons to perform inspections.

(F) Drawings to show changes shall be submitted when changes are made to the original plans including, without limitation, changes in incremental dam crest heights, spillway locations and cross sections.

AUTHORITY: sections 236.400, 236.405, 236.415, 236.420, 236.425, 236.435, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.415, RSMo 1979, amended 1995; 236.420, RSMo 1979; 236.425, RSMo 1979; 236.435, RSMo 1979; 236.440, RSMo 1979; and 236.465, RSMo 1979.*

10 CSR 22-3.050 Safety Permit Requirements

PURPOSE: The purpose of this rule is to itemize the requirements for a safety permit.

(1) In addition to the basic requirements for all permits listed in 10 CSR 22-3.020, the safety permit application for a conventional dam and reservoir shall include:

(A) Notification of the completion of construction and application for the first safety permit for the dam and reservoir shall be provided by the owner. The experienced professional engineer or agency engineer who was

in responsible charge of the construction work shall certify that the construction was substantially in accordance with the approved plans and specifications. If revisions have been made which vary considerably from the provisions of the construction permit, it must be shown that the revisions do not endanger public safety, life or property. This subsection shall not be construed to excuse any person from the requirement to notify the council or chief engineer of modifications or revisions prior to commencing the actions and to obtain the required permits or authorization thereof;

(B) Notification of completion shall be within two (2)-months' time after completion of construction; and

(C) As-built drawings shall be submitted.

(2) In addition to the basic requirements for all permits listed in 10 CSR 22-3.020, the application for a safety permit for an industrial water retention dam and reservoir shall include:

(A) Notification of completion of the starter dam or the initial phase of construction shall be prepared by or under the supervision of an experienced professional engineer and shall indicate that construction was performed in accordance with the provisions of the construction permit.

(B) Notification of the completion of construction and application for the first safety permit for the dam and reservoir shall be provided by the owner. The experienced professional engineer who was in responsible charge of the construction work shall certify that the construction was substantially in accordance with the approved plans and specifications. If revisions have been made which vary considerably from the provisions of the construction permit, it must be shown that the revisions do not endanger public safety, life or property. This subsection shall not be construed to excuse any person from the requirement to notify the council or chief engineer or modifications or revisions prior to commencing the actions and to obtain the required permits or authorization therefore;

(C) Notification of completion shall be within two (2)-months time after completion of construction; and

(D) As-built drawings shall be submitted.

(3) Visits for the purpose of observation of operation and maintenance procedures may be made by the council, the chief engineer or a member of their staff. Visits will be at any reasonable time following reasonable notice, except that in the case of an emergency threatening public safety, life or property, no notice shall be required and inspection may be made at any time. Owners shall permit entry to their property for such persons to perform the inspections.

AUTHORITY: sections 236.400, 236.405, 236.415, 236.420, 236.425, 236.440 and 236.465, RSMo 1986. Original rule filed April 14, 1981, effective Aug. 13, 1981. Amended: Filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.415, RSMo 1979, amended 1995; 236.420, RSMo 1979; 236.425, RSMo 1979; 236.440, RSMo 1979; and 236.465,RSMo 1979.*

Rules of
Department of Natural Resources
Division 22—Dam and Reservoir Safety Council
Chapter 4—Action Taken by Council and Chief Engineer

Title		Page
10 CSR 22-4.010	Emergency Action	3
10 CSR 22-4.020	Enforcement Orders and Enforcement Procedures	3

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 22—Dam and Reservoir Safety Council
Chapter 4—Action Taken by Council and Chief Engineer

10 CSR 22-4.010 Emergency Action

PURPOSE: The purpose of the rule is to define the way emergency action is taken.

(1) In performing his/her duties, the chief engineer shall determine by inspection whether a dam or reservoir constitutes a threat to public safety, life or property. If it is determined that a dam is in an advanced state of deterioration and in such condition that continued deterioration could cause failure of the dam, the chief engineer may classify the dam as dangerous to public safety, life or property. If the chief engineer or council further determines that there is not sufficient time to issue an enforcement order to the owner to correct the hazard, or to take other legal action, the chief engineer may take any appropriate action necessary for emergency protection of public safety, life or property. The type of action depends upon the state of progression of the deterioration, the physical layout of the dam, reservoir and inundation zone below the dam, and the resources available to the chief engineer or council at the time of the emergency.

(2) The chief engineer or council, upon determining that a dam or reservoir is dangerous and constitutes a substantial threat of failure and flooding, may request the attorney general or a prosecuting attorney to take any legal steps necessary for the protection of public safety, life or property. Action may be brought in any county where the defendant or defendant's principal place of business is located or where the dam or reservoir is located. Nothing in this section shall preclude the chief engineer or council from taking immediate action under 10 CSR 22-4.010(1) with respect to any dam or reservoir that has been classified as dangerous to public safety, life or property.

AUTHORITY: sections 236.400, 236.405, 236.420, 236.425 and 236.455, RSMo 1986. Original rule filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.420, RSMo 1979; 236.425, RSMo 1979; and 236.455, RSMo 1979.*

10 CSR 22-4.020 Enforcement Orders and Enforcement Procedures

PURPOSE: The purpose of this rule is to identify the procedure to be taken for the issuance of enforcement orders.

(1) Enforcement orders shall be prepared by the chief engineer or council in cases where a dam or reservoir contains serious defects which pose a threat to public safety, life or property. Enforcement orders shall be sent to a dam owner by certified mail or served personally.

(2) If an owner does not initiate corrective actions to his/her dam and reservoir within thirty (30) days of the issuance of an enforcement order by the chief engineer or council, the council may request the attorney general or a prosecuting attorney to apply to the circuit court having jurisdiction to enforce compliance. Nothing in this section shall preclude the chief engineer from taking immediate action under 10 CSR 22-4.010(1) with respect to any dam or reservoir s/he has classified as dangerous to public safety, life or property.

AUTHORITY: sections 236.400, 236.405, 236.410, 236.415, 236.445 and 236.450, RSMo 1986. Original rule filed June 14, 1984, effective Jan. 1, 1985.*

**Original authority: 236.400, RSMo 1979; 236.405, RSMo 1979, amended 1993, 1995; 236.410, RSMo 1979, amended 1992; 236.415, RSMo 1979, amended 1995; 236.445, RSMo 1979; and 236.450, RSMo 1979.*

WILDWOOD

Memo

To: Mayor Jim Bowlin
Wildwood City Council Members

From: Mike Hartwig, Assistant City Engineer
Joe Vujnich, Director of Planning & Parks

Date: May 6, 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 May 9, 2016 City Council Meeting.

Manchester Road Resurfacing & Bike Lanes: This project will resurface Manchester Road from the Route 109 intersection to the western intersection with Route 100. The project will include some shoulder widening to provide two 11' driving lanes and two adjacent 5' shoulder/bike lanes. The contractor is scheduled to begin clearing and placing fill material in the widening areas in May, and will be placing asphalt base and surface mix during the months of June and July, when school is not in session and bus traffic is greatly reduced in the area. There will be no road closures or nighttime work on the project. The City's Contractor, N.B. West Contracting Company, will contact residents and businesses adjacent to Manchester Road prior to impacting their driveways and will arrange for continuous access to their property.

Sinkhole on Melrose Road: The contractor completed the repair work in the area and Melrose Road was re-opened on Friday, February 19. That section of Melrose Road will remain a gravel surface to allow any settlement that may occur to be monitored. Asphalt will be placed after the area is observed to be stable with no settlement.

Community Park Access Road Extension: The contractor has begun work to extend the Community Park Access Road to connect to the Pond-Grover Loop Road Extension west of Route 109. The contractor will continue grading of the new extension roadway over the next few months. The extension roadway is scheduled to be completed later this year.

2016 Street Slab Replacements: The contractor has almost completed slab replacement work in Westridge Oaks, Lake Chesterfield, and Timber Ridge Subdivisions and has begun work in Westglen Farms, Winding Trails, Winding Woods, and Highland Summit Subdivisions. They plan to continue

working in these subdivisions over the next few weeks and also plan to begin work in Westhampton Woods Subdivision in the next few weeks.

Caulks Creek Trunk Sewer Project by MSD: The contractor for MSD has completed clearing of the sewer line sections along Strecker Road from south of Church Road to McBride Pointe and from south of Woodcliff Heights Drive to Clayton Road and will begin installing the sewer mains in the next few weeks. 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 are planning a Neighborhood Construction Meeting on May 12, 2016 at City Hall.

Forby Road and Alt Road Project in Eureka: Utility relocation work began for this City of Eureka project in late January and will continue through May. Road construction work is expected to start after utility work is complete. 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 later this summer. 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 will continue completion of the final planting work as weather allows.

MH and JV