



WILDWOOD®

CITY COUNCIL

COUNCIL CHAMBERS

MONDAY, September 12, 2016

7:30 P.M.

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. APPROVAL OF MINUTES – September 12, 2016 Work Session & Regular Agenda Minutes

Documents:

[DRAFT CITY COUNCIL MINUTES 9-12-16.PDF](#)

- V. MAYOR APPOINTMENTS AND ANNOUNCEMENTS
 - A. Introduction Of Bruce DeGroot, Candidate For District 101 Of The Missouri House Of Representatives (R)
 - B. Introduction Of Dennis Lavalley, Candidate For District 101 Of The Missouri House Of Representatives (D)
 - C. Introduction Of Rick Gans, President, Board Of Directors And Acting Chief Cary Spiegel, From The Monarch Fire Protection District
 - D. EPA (Environmental Protection Agency) Meeting Update
- VI. PUBLIC PARTICIPATION
- VII. PUBLIC HEARING(S)/HEARING(S)
 - A. (Postponed At The January 11, 2016 City Council Meeting – To Remain Postponed)

A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, regarding **St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.**; Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the

Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward – Seven)

- B. Liquor License Application For BP Gas Station, From Icell Enterprise, L.L.C., C/O Hassan Abdiannia, Which Is Located At 300 State Route 109. (Ward - One)

Documents:

[HEARING - LIQOUR LICENSE APPLICATION BP.PDF](#)

VIII. LEGISLATION

A. UNFINISHED BUSINESS

1. BILL #2211

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET AND IMPROVEMENTS TO STATE ROUTE 109. *Recommended by the Development Finance Group and City Council (Second Reading) (Wards - All)*

DIRECT BUDGETARY IMPLICATION: Revenue Neutral

Documents:

[BILL 2211.PDF](#)

2. PROPOSED AMENDED BILL #2211-A

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET AND IMPROVEMENTS TO STATE ROUTE 109. *Recommended by Council Member Cullinane and City Administrator Thomas (Second Reading) (Wards - All)*

DIRECT BUDGETARY IMPLICATION: Revenue Neutral

Documents:

[BILL 2211-A PROPOSED AMENDMENT TO BILL 2211.PDF](#)

3. BILL #2212

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

Documents:

[BILL 2212.PDF](#)

B. NEW BUSINESS

1. BILL #2213

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI AMENDING CERTAIN PROVISIONS OF CHAPTER 415; AND AMENDING REGULATIONS PERTAINING TO

GROUP HOMES – P.Z. 11-16 CITY OF WILDWOOD PLANNING AND ZONING COMMISSION, C/O DEPARTMENT OF PLANNING. *Recommended by the Planning and Zoning Commission (First Reading) (Wards – All)*

Documents:

[BILL 2213.PDF](#)

2. BILL #2214

AN ORDINANCE AUTHORIZING THE APPROVAL OF A MINOR SUBDIVISION PLAT, TO BE KNOWN AS “*SCHNEIDER SUBDIVISION*,” FOR A THIRTY-FOUR (34) ACRE TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF LOT 2 OF ‘DREINHOEFER ESTATE’ [PLAT BOOK 1, PAGE 63] IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, BOTH OF WHICH ARE LOCATED IN TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND, MORE SPECIFICALLY, SITUATED BETWEEN STATE ROUTE 109 TO THE WEST AND EATHERTON ROAD TO THE EAST, ALL BEING NORTH OF VIOLA GILL LANE, FOR THE PURPOSES OF CREATING THREE (3) LOTS FOR FUTURE DEVELOPMENT AND DEDICATION OF A PORTION OF PUBLIC RIGHT-OF-WAY FOR THE EXTENSION OF MAIN STREET. *Recommended by the Department of Planning (First Reading) (Ward Eight)*

Documents:

[BILL 2214.PDF](#)

3. BILL #2215

AN ORDINANCE AMENDING ORDINANCE #2206 AND AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH *KCI CONSTRUCTION COMPANY* FOR THE CONSTRUCTION OF THE 2nd STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by Mayor Bowlin and Director of Planning and Parks Vujnich (First Reading) (Wards – Five and Eight)*

**DIRECT BUDGETARY IMPLICATION: \$196,771.00 Cost
Reduction from Amount of Bill #2206**

Documents:

[BILL 2215.PDF](#)

IX. RESOLUTIONS - NONE

X. OTHER

A. Receive & File - A Site Development Plan (SDP) Report, With Recommendation, Regarding The Planning And Zoning Commission's Action On P.Z. 12 And 13-15 The Villages At Bright Leaf

An R-3 10,000 square foot Residence District (Town Center “Neighborhood General District” and “Neighborhood Edge District”), with a Planned Residential Development Overlay District (PRD); north side of State Route 100, east of State Route 109. (Ward - Five)

Documents:

[RECEIVE AND FILE - PZ 12 AND 13-15 VILLAGES AT BRIGHT LEAF.PDF](#)

B. Approval Of Expenditures (Wards – All)

Documents:

[9-26-16 EXPENDITURES.PDF](#)

XI. ADJOURNMENT

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

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

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



WILDWOOD®

CITY OF WILDWOOD

SEPTEMBER 12, 2016 RECORD OF PROCEEDINGS

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

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

A roll call was taken, with the following results:

Present at Roll Call:

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

Absent:

None

A quorum was present

Also present:

Mr. Ryan Thomas, City Administrator
Mr. John Young, City Attorney
Mr. Joe Vujnich, Director of Planning and
Parks
Mr. Rick Brown, Director of Public Works
Ms. Liz Weiss, City Clerk

PLEDGE OF ALLEGIANCE

Mayor Bowlin led the Pledge of Allegiance.

APPROVAL OF MINUTES

The minutes of the August 22, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Marshall, seconded by Council Member Stine, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

MAYOR APPOINTMENTS/ANNOUNCEMENTS

Introduction of Missouri State Senate District 15 Representative Candidate(s)

Andrew Koenig (R.) introduced himself to the City Council and those in attendance. Mayor Bowlin thanked him for taking the time to attend tonight's meeting. Mayor Bowlin also noted that the Democratic Candidate, Stephen Eagleton, was invited to attend the meeting as well and did not respond.

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

Mayor Bowlin asked the City Council to approve his recommendation to appoint Ms. Cheryl Jordan to the Rural Internet Access Committee (RIAC). A motion was made by Council Member Manton, seconded by Council Member Alexander, to approve the Mayor's recommendation to appoint Ms. Cheryl Jordan to the Rural Internet Access Committee (RIAC). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Economic Development Standing Committee Appointments

Mayor Bowlin asked the City Council to approve his recommendation to appoint the following City Council Members to the standing Economic Development Committee: Council Member McGowen; Council Member Manton; Council Member Cullinane; Council Member Dodwell; Council Member Bertolino; Council Member Porter; Council Member Levitt; and Council Member Goodson. A motion was made by Council Member Marshall, seconded by Council Member Goodson, to approve the Mayor's recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Proclamation – Daughters of the American Revolution (DAR) Members – Gail Young, Chapter Regent, and Selena Levitt, Recording Secretary

Mayor Bowlin read and presented a proclamation to Gail Young, Chapter Regent, and Selena Levitt, Recording Secretary honoring Constitution Week and the Daughters of the American Revolution (DAR).

PUBLIC PARTICIPATION - NONE

PUBLIC HEARING(S)

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

A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, regarding St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.; Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific

ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward - Seven)

(Postponed at the June 27, 2016 City Council Meeting – to be withdrawn)

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

Director of Planning and Parks Vujnich noted this item was requested to be withdrawn by the petitioner and acted upon by the Planning and Zoning Commission. He added a letter had been provided by the petitioner requesting this withdrawal to the City Council.

Amended Liquor License Application for Larry's Tavern, which is located at 16833 Manchester Road. (Ward - Eight)

Mayor Bowlin opened the public hearing. City Clerk Weiss read the public hearing into the record and entered into the record Chapter 600 of the Wildwood Code which sets forth the procedure, qualifications, and findings for Council to approve a liquor license application. City Clerk Weiss also stated the application had Department of Planning and Police approval.

A motion was made by Council Member Bertolino, seconded by Council Member Manton, to approve the amended liquor license as presented. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

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

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

Director of Planning and Parks Vujnich reviewed the history of the request and stated that the Planning and Zoning Commission supported this request for amendments to the City of Wildwood's Zoning Ordinance.

A motion was made by Council Member Baugus, seconded by Council Member McGowen, to authorize the preparation of necessary legislation regarding P.Z. 11-16 City of Wildwood Planning and Zoning Commission, c/o Department of Planning, as recommended by the Planning and Zoning Commission. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

UNFINISHED BUSINESS

(Postponed at the July 11, 2016 City Council meeting – to be un-postponed)

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

A motion was made by Council Member Alexander, seconded by Council Member Manton, for the second reading of Bill #2197. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2197 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2197 with the following results:

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

Nays – None

Absent – None

Abstain – None

Whereupon Mayor Bowlin declared Bill #2197 approved, passed and it became **ORDINANCE #2197**.

(Postponed at the August 22, 2016 City Council meeting – to be un-postponed)

BILL #2206 AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH KCI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE 2nd STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. Recommended by the Administration/Public Works Committee (Second Reading) (Wards - Five and Eight)
DIRECT BUDGETARY IMPLICATION: \$1,096,870.00 (Base Bid + Bid Alt. 1) Expense

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

After discussion, a motion was made by Council Member Levitt, seconded by Council Member Stine, to call the question.

A roll call vote was taken for the question to be called, with the following results:

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

Nays – Porter and DeHart

Absent – None

Abstain – None

Whereupon Mayor Bowlin declared the motion passed.

A roll call vote was taken for passage and approval of Bill #2206 with the following results:

Ayes – McGowen, Marshall, Manton, Baugus, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Alexander, Stine, Levitt,

Goodson, and Garritano
Nays – Porter and DeHart
Absent – None
Abstain – None

Whereupon Mayor Bowlin declared Bill #2206 approved, passed and it became **ORDINANCE #2206**.

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

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

A roll call vote was taken for passage and approval of Bill #2207 with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – None
Abstain – None

Whereupon Mayor Bowlin declared Bill #2207 approved, passed and it became **ORDINANCE #2207**.

BILL #2209 AN ORDINANCE REVISING THE BUDGET FOR THE CITY OF WILDWOOD, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2016 AND ENDING ON DECEMBER 31, 2016. Recommended by the Department of Administration (Second Reading) (Wards – All)
DIRECT BUDGETARY IMPLICATION: \$11,102.00 Expense

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

A roll call vote was taken for passage and approval of Bill #2209 with the following results:
Ayes – McGowen, DeHart, Marshall, Manton, Baugus, Cullinane, Dodwell, Cox, McCutchen, Bertolino, Porter, Alexander, Stine, Levitt, Goodson, and Garritano
Nays – None
Absent – None
Abstain – None

Whereupon Mayor Bowlin declared Bill #2209 approved, passed and it became **ORDINANCE #2209**.

NEW BUSINESS

BILL #2211 AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET AND IMPROVEMENTS TO STATE ROUTE 109. (First Reading) (Wards - All)
DIRECT BUDGETARY IMPLICATION: Revenue Neutral

A motion was made by Council Member Manton, seconded by Council Member Levitt, for the first reading of Bill #2211. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member Cullinane voted Nay). Bill #2211 was read for the first time by title only.

BILL #2212 AN ORDINANCE AUTHORIZING A LOT SPLIT PLAT OF A 9.14 ACRE TRACT OF LAND, KNOWN AS 'ADJUSTED LOT B OF THE BOYLE-HOLCOMB ESTATE,' WHICH WAS SUBJECT TO A BOUNDARY ADJUSTMENT PLAT APPROVED IN 2014, AND SAID TRACT OF LAND IS LOCATED IN SECTION 25, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; BEING MORE SPECIFICALLY SITUATED ON THE WEST SIDE OF SHEPARD RIDGE ROAD, TO THE NORTHEAST OF ITS INTERSECTION WITH SHEPARD ROAD, FOR THE PURPOSES OF SUBDIVIDING IT INTO TWO (2) PARCELS OF GROUND, HEREAFTER TO BE KNOWN AS LOTS 1 AND 2 OF THE BOYLE-HOLCOMB ESTATE; BEING THREE (3) ACRES AND SIX (6) ACRES IN SIZE, RESPECTIVELY. *Recommended by the Department of Planning (First Reading) (Ward - Three)*

A motion was made by Council Member Baugus, seconded by Council Member Cullinane, for the first reading of Bill #2212. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2212 was read for the first time by title only.

RESOLUTION(S)

RESOLUTION #2016-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF LARRY MCGOWEN, LARRY GOODSON, RYAN THOMAS, JOSEPH W. VUJNICH, AND STEPHEN V. CROSS TO THE BOARD OF DIRECTORS OF THE CROSSINGS COMMUNITY IMPROVEMENT DISTRICT. (Wards – All)

A motion was made by Council Member Baugus, for the adoption of Resolution #2016-28, which motion was seconded by Council Member Stine. Resolution #2016-28 was read into the record. A voice vote was taken for the approval of Resolution #2016-28 with a unanimous affirmative result.

RESOLUTION #2016-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OATES ASSOCIATES, INC., FOR THE DESIGN OF THE MISSOURI ROUTE 100 RAMP WIDENING IMPROVEMENTS AT THE WILDWOOD COMMUNITY PARK WITHIN THE CITY OF WILDWOOD. (Ward – One)
DIRECT BUDGETARY IMPLICATION: \$14,000.00 Expense

A motion was made by Council Member DeHart, for the adoption of Resolution #2016-29, which motion was seconded by Council Member McGowen. Resolution #2016-29 was read into the record. A voice vote was taken for the approval of Resolution #2016-29 with a unanimous affirmative result.

RESOLUTION #2016-30 A RESOLUTION AMENDING SECTION TWO OF RESOLUTION # 2016-18, AND AUTHORIZING EXPENDITURES PERTAINING TO THE AGREEMENT WITH MUNDELL & ASSOCIATES, INC. FOR ENVIRONMENTAL CONSULTING SERVICES RELATIVE TO THE ELLISVILLE SUPERFUND SITE WITHIN THE CITY OF WILDWOOD. (Wards – All)
DIRECT BUDGETARY IMPLICATION: \$9,000.00 Expense

A motion was made by Council Member Levitt, for the adoption of Resolution #2016-30, which motion was seconded by Council Member Manton. Resolution #2016-30 was read into the record. A voice vote was taken for the approval of Resolution #2016-30 with a unanimous affirmative result.

OTHER

Receive & File - P.Z. 14-06 City of Wildwood and Neichter/Throckmorton Development; NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District, with a Planned Residential Development Overlay District (PRD); east side of Ossenfort Road, north of Brook Hollow Drive; which denied a request for a modification to the site-specific ordinance that governs this fifty-five (55) lot residential subdivision, thereby would have allowed for an extension of time for the commencement of construction to begin upon this tract of land, under a specified and required timeframe. (Ward - One)

Director of Planning Vujnich noted the Planning and Zoning Commission supported its previous action on this matter of not extending the timeline for the commencement of construction to begin on this site.

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

Director of Planning and Parks Vujnich noted this item was requested to be withdrawn by the petitioner and acted upon by the Planning and Zoning Commission. He added a letter had been provided by the petitioner requesting this withdrawal to the City Council.

Council Member Garritano thanked City Team Members for their hard work and dedication to the Celebrate Wildwood Event honoring the 21st Anniversary of the City.

Council Member Levitt noted he had abstained from voting on items concerning Payne Family Homes due to a concern of a potential conflict of interest.

Discussion was held among City Council Members and the Mayor regarding the following item: the belief Council Member Levitt must decide if there is a conflict of interest, but there did not appear to be one.

ADJOURNMENT

A motion was made by Council Member Baugus, seconded by McCutchen, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 8:48 p.m.

Approved this _____ day of _____, 2016.

James R. Bowlin, Mayor

ATTEST:

Liz Weiss, City Clerk

**COUNCIL WORK SESSION MINUTES
COUNCIL CHAMBERS**

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

**MONDAY, SEPTEMBER 12, 2016
6:30 P.M.**

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

MAYOR'S COMMENTS/ANNOUNCEMENTS/APPOINTMENTS

Identification of 'Direct Budgetary Implications' on future City Council Agenda Items (Wards – All)

Mayor Bowlin stated that information relating to the direct budgetary implications of items will now be provided on City Council Agendas. He then added he hopes this information will be helpful to City Council Members.

FOR INFORMATION

Rural Internet Access Update (Wards – All)

Director of Planning and Parks Vujnich provided an update regarding the Rural Internet Access Committee (RIAC) and noted that Bill #2197 regarding the St. Louis County Emergency Towers is ready to be un-postponed at this evening's City Council Meeting.

ADMINISTRATION/PUBLIC WORKS COMMITTEE

Proposed Missouri State Route 100 Ramp Widening Design Contract (Ward - One)

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

Construction Project Update

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

FOR ACTION

ADMINISTRATION/PUBLIC WORKS COMMITTEE

Discussion on Missouri State Route 100 Pedestrian Bridge Project (Bill #2206) (Wards - Five and Eight)

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

Director of Public Works Rick Brown reviewed several factors and addressed questions that were raised by City Council Members concerning the State Route 100 Pedestrian Bridge Project (Bill #2206). Among these items for review were the following: the project's history and background; the existing pedestrian bridges and tunnels; the need for the project; past trail planning efforts; the City's Access and Mobility Plan; the bridge's potential usage; the strong support for trails within the city; public support for the Eatherton Road Pedestrian Bridge; the feasibility of crossing at State Route 109; the costs of the 2004 pedestrian bridge, versus the 2016 proposed pedestrian bridge; federal funding; funds expended to date; and the City Capital Improvement Funding. Director of Public Works stated based on these factors, the Department of Public Works recommends authorizing a contract with KCI Construction for the Eatherton Road Pedestrian Bridge Project, in the amount of \$1,461,870.00, which includes Bid Alternate 1, plus an \$85,000 contingency for additional work as identified by the Department. Accounting for the federal funds, the City's maximum cost for this project would be \$1,096,870.

Director of Public Works Brown also noted the following rationales for the recommendation: as six bids were submitted, the Department is satisfied that competitive bids were received; KCI Construction submitted the lowest bid; a failure to award this project would result in the loss of the federal funds; and this item was discussed at the September 7, 2016 Administration/Public Works Committee Meeting, where awarding the contract was recommended by a vote of 6-1.

Discussion was held among City Council Members regarding the following items: appreciation for the analysis and information provided; the belief the proposed bridge will not increase accessibility to the Town Center Area; conversely, the belief the bridge will increase accessibility to the Town Center Area; the belief it is too late in the process to decide not to construct the bridge; the belief some of the project's components could be removed, such as the plaza and lighting; and the belief the information relating to the use of the City's trails is not accurate.

A motion was made by Council Member Baugus, seconded by Council Member Manton, to adjourn the Work Session Meeting and reconvene following the City Council Meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The meeting was adjourned at 7:24 p.m.

The City Council Work Session Meeting reconvened at 8:49 p.m., following the City Council Meeting's adjournment.

Proposed Missouri State Route 100 Timber Guard Rail Staining (Wards - One, Five, Seven, and Eight)

DIRECT BUDGETARY IMPLICATION: \$5,253.50 Expense

Director of Public Works Rick Brown stated the Department of Public Works is recommending that the City award the timber staining work to the low bidder, T. Hill Construction, to power wash and stain the existing Steel-Backed Timber Guardrail along Route 100. He added this item was discussed and approved by the Administration/Public Works Committee at their September 7, 2016 meeting.

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

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]; and lease, purchase or sale of real estate [RSMO 610.021 (2) 1994].

A motion was made by Council Member Marshall, seconded by Council Member Manton, to go into Executive Session at 8:51 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]; and lease, purchase or sale of real estate [RSMO 610.021 (2) 1994].

A roll call vote was taken with the following results:

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

Nays – None

Absent – None

Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Baugus, seconded by Council Member Manton, to invite Director of Planning and Parks Vujnich into the Executive (Closed) Session.

A roll call vote was taken with the following results:

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

Nays – None

Absent – Garritano

Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Cox, seconded by Council Member Goodson, to go out of Executive Session at 9:00 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]; and lease, purchase or sale of real estate [RSMO 610.021 (2) 1994].

A roll call vote was taken with the following results:

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

Nays – None

Absent – Garritano

Whereupon Mayor Bowlin declared the motion passed.

A motion was made by Council Member Baugus, seconded by Council Member McCutchen, to adjourn the Work Session. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business; the meeting was adjourned at 9:03 p.m.

DRAFT



WILDWOOD

MEMORANDUM

To: Mayor James R. Bowlin
City Council Members

From: Liz Weiss, City Clerk

Subject: Liquor License Application from Icell Enterprise, L.L.C. (BP Gas Station)

Date: September 26, 2016

Attached please find a liquor license application submitted to the City of Wildwood from Icell Enterprise, L.L.C., c/o Hassan Abdiannia (BP Gas Station), located at 300 State Route 109, for a Package Liquor, and Sunday License.

The application has both Police and Zoning approval. The applicant has met all qualifications under the Wildwood City Code Chapter 600, Section 600.050. The City Clerk's office recommends approval.

If you have any questions relating to the above, please feel free to contact me prior to Monday's meeting.

Thank you.



WILDWOOD

16860 Main Street
Wildwood, MO 63040
636-458-0440

LIQUOR LICENSE APPLICATION

Check appropriate box

NEW

RENEWAL

Application Date: July 26, 2016

Exact name of business: Icell Enterprise, L.L.C.

Liquor License displayed at [address]: 300 Highway 109 Wildwood, MO zip code 63005

Phone number of business: 636-519-0608 Email of business Niaabdian@yahoo.com

SECTION ONE - Type of License Request:

The undersigned respectfully makes application for a license to sell:

PACKAGE

- 1. \$150.00/yr. Package Liquor, All Kinds

Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold

BY THE DRINK

- 1. \$450.00/yr. Liquor by the Drink, All Kinds

Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold, including package sales

- 2. \$450.00/yr. Common Eating and Drinking Areas

Sales of intoxicating liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area

- 3. \$ 52.50/yr. Liquor by the Drink, Malt Liquor/light Wine Only

Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold

SUNDAY

- 1. \$300.00/yr. Package Liquor, All Kinds

Sales of liquor of all kinds in the original package at retail, not for consumption on the premises where sold

- 2. \$300.00/yr. Liquor by the Drink, All Kinds

Sales of liquor of all kinds by the drink at retail for consumption on the premises

3. () \$300.00/yr. Liquor by the Drink, Common Eating and Drinking Area

Sales of liquor of all kinds by the drink at retail not for consumption on the premises where sold but for consumption in a common eating or drinking area

LIMITED PERMIT

1. () \$ 37.50 Temporary Permit for Sale by Drink

Sale of intoxicating liquor for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization at a picnic, bazaar, fair or similar gathering. [Permit issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days in any fiscal year]

To Be Filled Out for a Temporary Permit Only
Location of Event _____
Dates Of Event [Maximum Seven Days] _____

2. () \$ 37.50 Wine Tasting Permit

Any person licensed to sell intoxicating liquor in the original package at retail may apply for a special permit to conduct wine tasting on the licenses premises

SECTION TWO –Corporate/Partnership or Individual information:

Name of Owner of Business Hassan Abdiannia
[If a Corporation or Partnership attach a list of officers, addresses and phone numbers]

Address of Owner _____ zip code 63376

Cell Phone # _____ Mail Address Niaabedian@yahoo.com

Full name of Managing Officer* Hassan Abdiannia Social Security Number _____

Address of Managing Officer Same as above zip code _____ phone _____

Date & Birthplace of Managing Officer 1/14/60 Iran Driver's License # E 2095010

Has Manager ever been convicted of any crime?
NO YES If so, give details _____

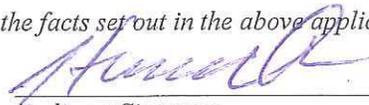
Has Owner or any employee every had a liquor license revoked, denied, or suspended?
NO YES If so, give details _____

Owner and/or Manager Citizen of USA NO YES If No, Naturalized NO YES
If so, Naturalized Number _____ District _____

The applicant hereby tenders \$ 450.00 in full payment of the fee required for the foregoing license/licenses and understands that if issued, the license/licenses will be subject to all of the ordinances of the City pertaining to the operation of his business and agrees that he will abide by all lawful ordinances, regulations and rules adopted by the City relating to the conduct of said business. Applicant represents that he is in all respect qualified in law to receive such license.

The application hereby authorizes the City to perform a Criminal Records Check to verify information provided.

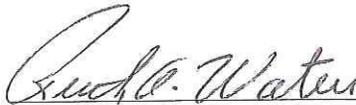
Being duly sworn, deposes and says that the facts set out in the above application are true.


Applicant Signature

RUTH A. WATERS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My commission Expires: Dec. 22, 2018
Commission # 14425435

Subscribed and Sworn to Before Me This 6th Day of September, 2016

My Commission Expires: 12/22/2018


Notary Signature

For Office Use Only	
Police Approval: 	Date: <u>9/16/16</u>
Zoning Approval:	Date:
Council Approval:	Date:

License Number:	Date Issued:
Check Number: <u>4107</u>	Cash Amount: <u>\$450.00</u>

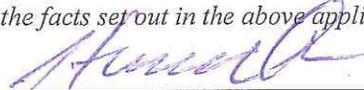
* SECTION 600.050 C.2.b. amended as follows:

“The applicant is a person of good moral character and a qualified legal voter and a taxpaying citizen of the county, town, city or village, nor shall any corporation be granted a license hereunder unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the county, town, city or village, except that the voter and taxpaying citizen requirements may be waived by the City Council at the time of approval.” *Approved by City Council on November 10, 2008*

The applicant hereby tenders \$ 450.00 in full payment of the fee required for the foregoing license/licenses and understands that if issued, the license/licenses will be subject to all of the ordinances of the City pertaining to the operation of his business and agrees that he will abide by all lawful ordinances, regulations and rules adopted by the City relating to the conduct of said business. Applicant represents that he is in all respect qualified in law to receive such license.

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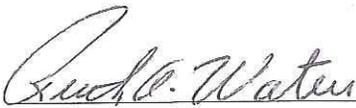
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RUTH A. WATERS
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STATE OF MISSOURI
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My commission Expires: Dec. 22, 2018
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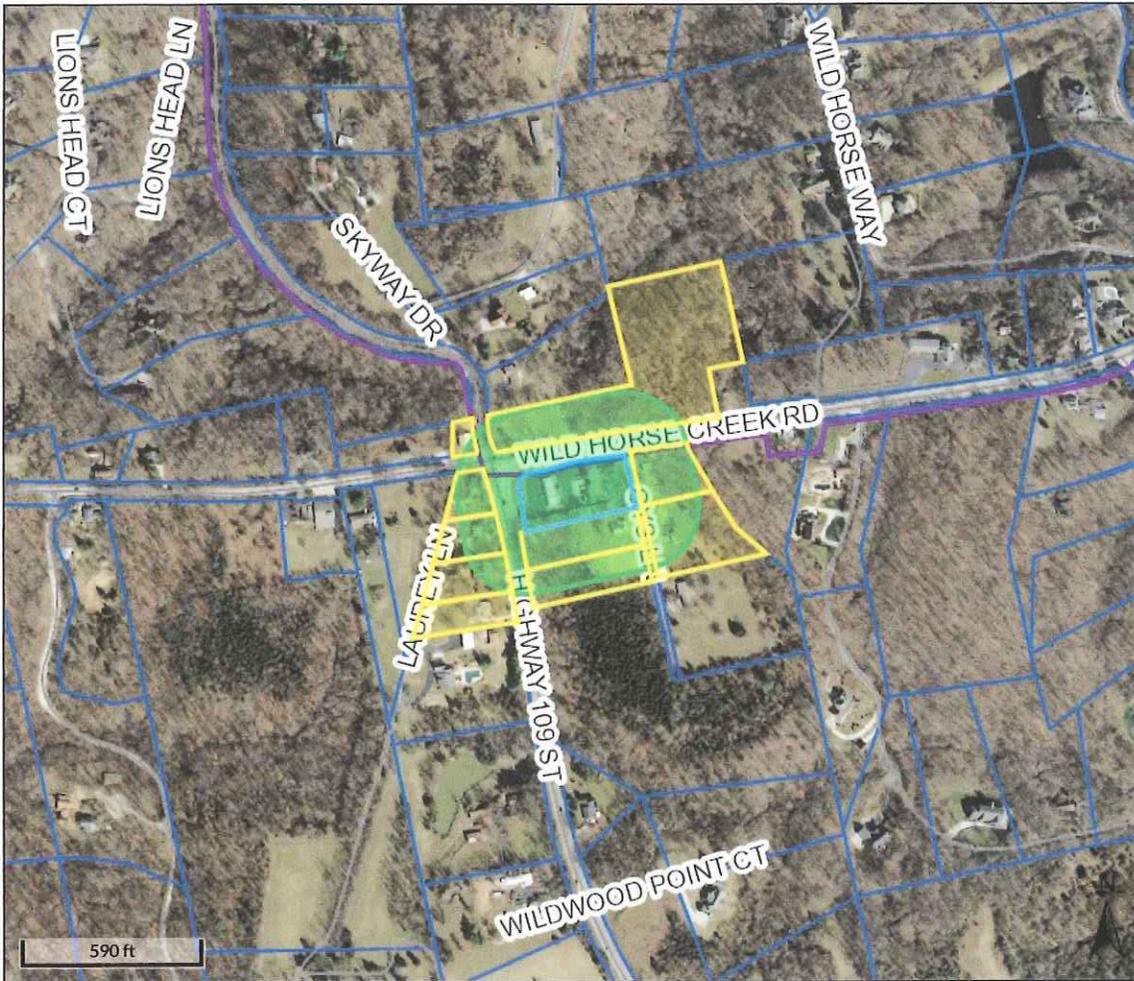
My Commission Expires: 12/22/2018


Notary Signature

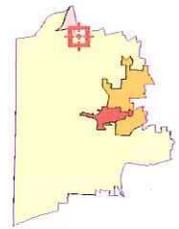
For Office Use Only	
Police Approval:	Date:
Zoning Approval: <u>Joe Dupon</u>	Date: <u>9-15-2016</u>
Council Approval:	Date:
License Number:	Date Issued:
Check Number: <u>4107</u>	Cash Amount: <u>\$450.00</u>

* SECTION 600.050 C.2.b. amended as follows:

“The applicant is a person of good moral character and a qualified legal voter and a taxpaying citizen of the county, town, city or village, nor shall any corporation be granted a license hereunder unless the managing officer of such corporation is of good moral character and a qualified legal voter and taxpaying citizen of the county, town, city or village, except that the voter and taxpaying citizen requirements may be waived by the City Council at the time of approval.” *Approved by City Council on November 10, 2008*



Overview



Legend

-  City Limits
-  Street Centerlines
-  Parcels

Parcel ID	19W420224	Class	C	Owner Name	WALLIS OIL CO INC
Property Address	300 HIGHWAY 109 ST CUBAMO 65453	Owner Address	106 E WASHINGTON ST	Year Built	1992
Legal	LOC ON SE CORNER OF WILD HORSE CREEK RD & HWY C				

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.

Date created: 9/15/2016

STINNETT JOHN W & HEATHER H
9413 SAYRE ST
RIVERVIEW FL 33569

OSWALD THOMAS G DEBORAH J H/W
364 TOWERWOOD DR
BALLWIN MO 63021

SEHNERT THOMAS P JANE C H/W TRUS
P O BOX 4
SAINT ALBANS MO 63073

BAX JAMES L & LISA A H/W TRUSTEES E
849 HWY AT ST
VILLA RIDGE MO 63089

SONTAG ELNORA H REV LIV TR
311 CYS LN
CHESTERFIELD MO 63005

PORZEINSKI RAYMOND EDWARD
305 HIGHWAY 109 ST
CHESTERFIELD MO 63005

WALLIS OIL CO INC
106 E WASHINGTON ST
CUBA MO 65453

DEEP WOODS L LC
1500 SUNDAY DR # 300
RALEIGH NC 27607

MCCARTHY PETER J & MARY P H/W
312 CYS LN
CHESTERFIELD MO 63005

ROLWES JOHN G & KARMEN L H/W
17911 PARADISE DR
GLENCOE MO 63038

DIERBERG FOUR LP A DE LTD PTNSP
39 GLEN EAGLES DR
SAINT LOUIS MO 63124



WILDWOOD®

September 16, 2016

The City Council of Wildwood will hold a hearing on **MONDAY, SEPTEMBER 26, 2016, at 7:30 p.m.** to hear a request with regard to a liquor license application. This applicant's property:

**Icell Enterprise, L.L.C. (BP Gas Station)
c/o Hassan Abdiannia
300 State Route 109
Wildwood, MO 63005**

is located on an adjoining or adjacent property to yours and the City Council wants to ensure every opportunity for comment is provided to residents of the City. The following is the notification describing the specific nature of the request, including the address of the property and the applicant's name:

**NOTICE OF A
HEARING
Before the Council
of Wildwood, MO**

The Council of the City of Wildwood will hold a hearing at Wildwood City Hall, 16860 Main Street, Wildwood, Missouri at the hour of 7:30 p.m., SEPTEMBER 26, 2016 to consider the following:

**A Liquor License Application of Icell Enterprise, L.L.C., (BP Gas Station)
c/o Hassan Abdiannia
To Include "Package Liquor, including Sunday Sales"
Located at 300 State Route 109
Wildwood, MO 63005**

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



WILDWOOD®

September 16, 2016

Icell Enterprise, L.L.C.
c/o Hassan Abdiannia
364 Rose Marie Court
St. Peters, MO 63376

The City Council of Wildwood will hold a hearing on **MONDAY, SEPTEMBER 26, 2016, at 7:30 p.m.** to hear a request with regard to your liquor license application at the following location:

**Icell Enterprise, L.L.C. (BP Gas Station)
c/o Hassan Abdiannia
300 State Route 109
Wildwood, MO 63005**

**NOTICE OF A
HEARING
Before the Council
of Wildwood, MO**

The Council of the City of Wildwood will hold a hearing at Wildwood City Hall, 16860 Main Street, Wildwood, Missouri at the hour of 7:30 p.m., SEPTEMBER 26, 2016 to consider the following:

**A Liquor License Application of Icell Enterprise, L.L.C., (BP Gas Station)
c/o Hassan Abdiannia
To Include "Package Liquor, including Sunday Sales"
Located at 300 State Route 109
Wildwood, MO 63005**

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

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

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

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

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

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

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

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

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

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

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

Section One. That the form, terms, and provisions of the Development Finance Cooperation Agreement, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

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

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

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

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

STATEMENT OF BACKGROUND AND PURPOSE

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

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

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

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

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

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

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

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

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

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

to appropriation, to reapply for Federal Funding in 2017.

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

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

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

5. Defaults and Remedies.

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

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

6. Miscellaneous.

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

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

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

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

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

(a) To the City:

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

With a copy to:

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

(b) To Developer:

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

With a copy to:

Telephone No.: _____
Fax No. _____
E-mail Address: _____

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

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

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

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

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

CITY:

CITY OF WILDWOOD, MISSOURI

By: _____
James Bowlin, Mayor

DEVELOPER:

PAYNE FAMILY HOMES, LLC

By: _____
Thomas Cummings, Its Authorized
Representative

EXHIBIT A

[Insert Legal Description]

EXHIBIT B

Form of Certificate of Substantial Completion CERTIFICATE OF SUBSTANTIAL COMPLETION

To: City Administrator, City of Wildwood, Missouri

Re: Certificate of Substantial Completion

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

PAYNE FAMILY HOMES, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

ACCEPTED:

[CITY]

By:

Name:

Title:

(Insert Notary Form(s) and Legal Description)

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

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

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

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

Dated this ____ day of _____, 20__.

PAYNE FAMILY HOMES, LLC

By:

[Name], [Title]

Approved for Payment this ____ day of _____, 20__:

CITY OF WILDWOOD, MISSOURI

By:

City Administrator



WILDWOOD®

MEMORANDUM

To: Mayor James R. Bowlin and Wildwood City Council Members

From: Ryan S. Thomas, City Administrator

Date: September 23, 2016

Re: Proposed Amendment to Bill #2211 - Development Finance Cooperation Agreement

At the September 12, 2016 City Council Meeting, a concern was raised regarding the provision in the Agreement that “the City agrees that, subject to annual appropriation, the City will submit applications for Federal Funding for the construction of the Route 109 Improvements, and, if such Federal Funding is approved, the City will complete the Route 109 Improvements.”

Since this provision is subject to annual appropriation and other future actions of the City Council, as may be required to consider moving forward with a project to make improvements to Route 109, it is a decision that would be made separately from this agreement and therefore does not need to be included. Therefore, a proposed amendment to the Bill and Agreement has been prepared, which eliminates any reference to improving Route 109, and is attached for your consideration.

Procedurally, because Bill #2211 was introduced at the last regular meeting, it may only be amended after second reading, and prior to final vote consistent with Section 110.210.A.12 of the City Code, which states, “any ordinance that shall have had its first (1st) reading (and not then read a second (2nd) time) when presented in the Council, shall, if not at the same meeting, be taken up by the Council at its next session and *shall be read the second (2nd) time, and thereupon shall be open for debate and amendment.*”

If the Council passes a motion to amend the Bill to the amended version attached hereto, it may then be voted on for final approval.

RST

Planning Tomorrow Today®

BILL #2211-A**ORDINANCE #2211****AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR OF THE CITY TO NEGOTIATE AND EXECUTE A DEVELOPMENT FINANCE COOPERATION AGREEMENT WITH PAYNE FAMILY HOMES, LLC, FOR DEVELOPMENT FINANCE INCENTIVES PERTAINING TO THE CONSTRUCTION OF MAIN STREET (Wards - All)**

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

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

WHEREAS, The Site Specific Ordinance sets forth certain terms and conditions for the development of the Property, including, but not limited to certain access and street improvements. Specifically, the Site Specific Ordinance requires that, as a condition of approval of the Development, Developer must construct, at Developers sole expense, Main Street, including associated streetscape and other improvements, from State Route 109 to Eatherton Road as more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Four Hundred Seventy-one Thousand Five Hundred Seventeen Dollars (\$1,471,517) (the “Main Street Improvements”); and

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

herein; and

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

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

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

Section One. That the form, terms, and provisions of the Development Finance Cooperation Agreement, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

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

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk

EXHIBIT A

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

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

STATEMENT OF BACKGROUND AND PURPOSE

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

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

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

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

C. The Site Specific Ordinance sets forth certain terms and conditions for the development of the Property, including, but not limited to certain access and street improvements.

Specifically, the Site Specific Ordinance requires that, as a condition of approval of the Development, Developer must construct, at Developers sole expense, Main Street, including associated streetscape and other improvements, from State Route 109 to Eatherton Road as more particularly described in the Site Specific Ordinance and depicted on the Site Development Plan, the cost of which is estimated to be One Million Four Hundred Seventy-one Thousand Five Hundred Seventeen Dollars (\$1,471,517) (the “Main Street Improvements”); and

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

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

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

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

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

1. Zoning and Subdivision. The Developer contemplates developing a residential subdivision on the Property. Developer agrees that Development will be constructed in accordance with the Site Specific Ordinance and the Site Development Plan as approved, or as may be amended from time to time pursuant to the Zoning Regulations of the City, including the design, layout, calculations, and text notes.
2. Main Street Improvements. The City agrees to provide the following finance incentives in return for Developer's construction of the Main Street Improvements consistent with the design and configuration shown on the Site Development Plan, or as may be otherwise approved in writing by the City, as follows:
 - a. Subject to the Developer compliance with the terms of this Agreement and the requirements of the Site Specific Ordinance, the City will credit to the benefit of the Developer an amount up to, but not to exceed, Two Hundred Fifty Thousand Dollars (\$250,000) towards payment required to be made into the East Area TGA pursuant to the Site Specific Ordinance. If the payments required to be made into the East Area TGA pursuant to the Site Specific Ordinance exceed the credit to which the Developer is entitled pursuant to this subparagraph, then Developer will pay the difference.
 - b. The City will, subject to annual appropriation, pay to the Developer no later than December 31 of each year beginning in 2018, as reimbursement for actual and reasonable expenditures made by the Developer for the construction of the Main Street Improvements, an amount equal to the amount of funds actually collected by the City from the Commercial Outlot TGA Funds, but collectively not to exceed Two Hundred Thousand Dollars (\$200,000). Such payments shall be made by the City to the Developer, subject to the following:
 - i. Promptly after completion of the Main Street Improvements, the Developer shall furnish to the City a Certificate of Substantial Completion, in the form attached hereto as **Exhibit B** and incorporated by reference herein, and shall allow the City to carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the City unless the City furnishes the Developer with specific written objections to the status of the Main Street Improvements, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion, the Developer shall dedicate the Main Street Improvements to the City; and
 - ii. Prior to receipt of any payment under this subsection (b), Developer shall submit to the City a Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit C** and incorporated by reference herein and other

supporting documentation evidencing the actual and reasonable costs incurred by the Developer for the construction of the Main Street Improvements and compliance with Paragraph 4 of this Agreement; and

- iii. Notwithstanding any other provision of this Agreement to the contrary, on and after January 1, 2023, the City may, upon providing Developer 90 days' written notice, discontinue any further payments to the Developer required pursuant to this subsection (b). Upon the City providing such notice, the City shall not be obligated, nor shall the Developer be entitled, to any further reimbursement for actual and reasonable expenditures made by the Developer for the construction of the Main Street Improvements.

3. Conditions for Use of Public Funds.

- a. To the extent that prevailing wage, public bidding, employment of Missouri residents during times of excessive unemployment or other requirements of federal, State and local laws, codes and regulations apply to any portion of the Main Street Improvements, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements. The Developer shall indemnify and hold harmless the City from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of federal, State and local laws, codes and regulations that apply to any portion of the Main Street Improvements.
- b. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the Main Street Improvements apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri. At the time of submission of the Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the CID Project.

4. Defaults and Remedies.

- a. *Events of Default.* If either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for sixty (60) days after a non-defaulting party has given written notice to the defaulting party specifying such default and an opportunity to cure, such event shall constitute an "Event of Default" under this Agreement.

- b. *Remedies on Default.* If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.
 - c. *Rights and Remedies Cumulative.* The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.
 - d. *Waiver of Breach.* No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.
 - e. *Excusable Delays.* No party shall be deemed to be in default of this Agreement due to delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental delays, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, and material litigation by parties other than a party and not caused by any party's failure to perform; provided, an such delay shall not be excused as to (a) any matter initiated or unreasonably sustained by the party claiming such delay, and (b) unless the party claiming such delay provides written notice to the other party within thirty (30) days after such party has actual notice of the claimed event.
5. Miscellaneous.
- a. *Effective Date.* This Agreement shall become effective against the City and the Developer as of the date hereof following the passage of an ordinance by the City Council approving the same.
 - b. *Binding Nature of Agreement.* The parties hereto acknowledge and agree that, as of the effective date all of the terms of this Agreement are legal, binding and enforceable obligations of the City and the Developer as of such date.

- c. *Release and Indemnification.* The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.
- i. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for damages or otherwise if all or any part of any resolution or ordinance adopted in connection with the Site Specific Ordinance, the Site Development Plan, the Main Street Improvements or this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, or for the failure of the parties hereto to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.
 - ii. The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to hold harmless and to indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees and expenses, resulting from, arising out of, or in any way connected with: (1) the negligence or willful misconduct of the Developer, its respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Main Street Improvements, (2) the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the Property, and (3) the approval of this Agreement or the implementation or consummation of any activities contemplated therein.
 - iii. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.
 - iv. No official, employee or representative of the City shall be personally liable to the Developer (1) in an Event of a Default or breach by any party under this Agreement or (2) for any amount which may become due to any party under the terms of this Agreement.
 - v. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City, or

of any successor thereto, as such, either directly or through the City, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

d. *Successors and Assigns.*

- i. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.
- ii. Prior to approval of the Certificate of Substantial Completion by the City, this Agreement may not be assigned without the City's prior written consent, unless such assignment is (i) made for the purpose of a collateral assignment by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development, or (ii) made by the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developer named herein shall remain liable hereunder for Substantial Completion of the Main Street Improvements and shall be released from such liability hereunder only upon the City's determination that the proposed transferee has the ability to complete the Main Street Improvements in accordance with this Agreement. Such a determination shall be based on the financial ability and previous experience of the proposed transferee.

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

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

(a) To the City:

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

With a copy to:

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

(b) To Developer:

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

With a copy to:

Telephone No.: _____
Fax No. _____
E-mail Address: _____

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

- g. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri
- h. *Validity and Severability.* It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this

Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

- i. *Execution of Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. *Attorney's Fees.* In the event any party hereto brings an action or proceeding for any alleged breach or default, or for any other acts arising out of this Agreement, the prevailing party(s) to such action shall be entitled to an award of all of its (their) costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether or not final judgment is entered in such action or proceeding.
- k. *Time of the Essence; Mutual Assistance and Cooperation.* Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this and which do not impair the rights of the parties as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, each agrees that they shall not unreasonably withhold or delay any action required to carry out the terms, provisions and intent of this Agreement, provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

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

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

CITY:

CITY OF WILDWOOD, MISSOURI

By: _____
James Bowlin, Mayor

DEVELOPER:

PAYNE FAMILY HOMES, LLC

By: _____
Thomas Cummings, Its Authorized
Representative

EXHIBIT A

[Insert Legal Description]

EXHIBIT B

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

To: City Administrator, City of Wildwood, Missouri

Re: Certificate of Substantial Completion

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

PAYNE FAMILY HOMES, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

ACCEPTED:

[CITY]

By:

Name:

Title:

(Insert Notary Form(s) and Legal Description)

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

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

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

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

Dated this ____ day of _____, 20__.

PAYNE FAMILY HOMES, LLC

By:

[Name], [Title]

Approved for Payment this ____ day of _____, 20__:

CITY OF WILDWOOD, MISSOURI

By:

City Administrator

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

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

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

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

WHEREAS, this division of property, which is currently vacant, will now provide for two (2) future residences and accessory uses suitable to this zoning district designation; and

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

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

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

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

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

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

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

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

City Clerk

City Clerk

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI AMENDING CERTAIN PROVISIONS OF CHAPTER 415; AND AMENDING REGULATIONS PERTAINING TO GROUP HOMES – P.Z. 11-16 CITY OF WILDWOOD PLANNING AND ZONING COMMISSION, C/O DEPARTMENT OF PLANNING. (Wards – All)

WHEREAS, consistent with the Federal and State goals of deinstitutionalization of Persons with Disabilities, the Missouri General Assembly, in 1985, amended § 89.020 of its Zoning Enabling Act to read, in pertinent part, as follows:

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

WHEREAS, after publishing notice, the City Council and the Planning and Zoning Commission each held Public Hearings on the proposed revisions to certain provisions of Chapter 415 of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission of the City of Wildwood, Missouri, considered and recommended revisions certain provisions of the Chapter 415 of the Municipal Code pertaining to group homes; and

WHEREAS, in order to preserve the public health, safety and welfare, it is the desire of the City to amend certain provisions of Chapter 415 of the Municipal Code pertaining to group homes.

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

Section One. That Section 415.080 of the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended as follows:

Amend the following defined terms:

DWELLING, SINGLE-FAMILY

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

GROUP HOME

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

PERSON WITH A DISABILITY or DISABLED PERSON

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

Section Two. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.090 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

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

Section Three. That the Municipal Code of the City of Wildwood, Missouri be and is hereby amended by deleting paragraph (10) of Subsection (C) of Section 415.110 in its entirety, and enacting, in lieu thereof, a new paragraph (10), to read as follows:

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

Section Four. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.110 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

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

Section Five. That the Municipal Code of the City of Wildwood, Missouri be and is hereby amended by deleting paragraph (5) of Subsection (C) of Section 415.120 in its entirety, and enacting, in lieu thereof, a new paragraph (5), to read as follows:

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

Section Six. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.120 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

USE	MINIMUM AREA
Child care center	30,000 square feet
Church	3 acres
Dwelling, single-family	22,000 square feet
Group homes for the developmentally disabled	22,000 square feet
Library	1 acre
Local public utility facilities	10,000 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Schools	
Nursery or day nursery	22,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres
Collegiate	10 acres

Section Seven. That the Municipal Code of the City of Wildwood, Missouri be and is hereby amended by deleting paragraph (5) of Subsection (C) of Section 415.130 in its entirety, and enacting, in lieu thereof, a new paragraph (5), to read as follows:

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

Section Eight. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.130 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

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

Section Nine. That the Municipal Code of the City of Wildwood, Missouri be and is hereby amended by deleting paragraph (5) of Subsection (C) of Section 415.140 in its entirety, and enacting, in lieu thereof, a new paragraph (5), to read as follows:

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

Section Ten. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.140 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

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

Section Eleven. That the Municipal Code of the City of Wildwood, Missouri be and is hereby amended by deleting paragraph (5) of Subsection (C) of Section 415.150 in its entirety, and enacting, in lieu thereof, a new paragraph (5), to read as follows:

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

Section Twelve. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting subparagraph (a) of paragraph (1) of Subsection (G) of Section 415.150 in its entirety, and enacting, in lieu thereof, a new subparagraph (a), to read as follows:

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

USE	MINIMUM AREA
Child care center	30,000 square feet
Church	½ acre
Dwelling, single-family	7,500 square feet
Fire station	½ acre
Group living facilities for religious purposes	7,500 square feet
Library	1 acre
Group homes for the developmentally disabled	7,500 square feet
Local public utility facilities	7,500 square feet
Mortuary	Minimum area 3 acres (minimum of 200 feet on a State (M.H.T.D.) roadway and adjacent to existing commercial zoning district)
Residential substance abuse treatment facilities	3 acres (except 5 acres for a facility of more than 8 resident patients)
Parking lot	7,500 square feet
Police station	10,000 square feet
Schools	
Nursery or day nursery	15,000 square feet
Kindergarten (separate)	1 acre
Primary	5 acres
Junior high	10 acres
Senior high	20 acres

Section Thirteen. That the Municipal Code of the City of Wildwood, Missouri, be and is hereby amended by deleting Section 415.340 in its entirety, and enacting, in lieu thereof, a new Section 415.340, to read as follows:

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

Use	Minimum Parking Requirement	Minimum Loading Re (Section 415.360)
Dormitories or group living facilities	1 space for every 2 dormitory units or 1 space for every 3 occupants	None
Dwellings, multiple-family, row houses or other group house arrangements	2 spaces for every living unit	None
Dwellings, single-family	1 space for every dwelling, except 2 spaces for every dwelling in the "NU" Non Urban Residence	None

Use	Minimum Parking Requirement	Minimum Loading Re (Section 415.360)
Dwellings, two-family	District 1 space for each living unit	None
Group homes for the developmentally disabled	2 spaces for each such use	None
Group homes for the elderly	2 spaces for each such use	None

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

Section Fifteen. This Ordinance shall be in full force and effect both 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 (2) times prior to its passage.

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

Elizabeth Weiss, City Clerk

Elizabeth Weiss, City Clerk

Editor's Note: Changes to the current language of these regulations are reflected by bolded type, while deletions are shown as a single strike-through line.

AN ORDINANCE AUTHORIZING THE APPROVAL OF A MINOR SUBDIVISION PLAT, TO BE KNOWN AS "SCHNEIDER SUBDIVISION," FOR A THIRTY-FOUR (34) ACRE TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 1 AND PART OF LOT 2 OF 'DREINHOEFER ESTATE' [PLAT BOOK 1, PAGE 63] IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, BOTH OF WHICH ARE LOCATED IN TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND, MORE SPECIFICALLY, SITUATED BETWEEN STATE ROUTE 109 TO THE WEST AND EATHERTON ROAD TO THE EAST, ALL BEING NORTH OF VIOLA GILL LANE, FOR THE PURPOSES OF CREATING THREE (3) LOTS FOR FUTURE DEVELOPMENT AND DEDICATION OF A PORTION OF PUBLIC RIGHT-OF-WAY FOR THE EXTENSION OF MAIN STREET. (Ward Eight)

WHEREAS, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the use and subdivision of land that were intended to promote the implementation of "best development practices" within this community; and

WHEREAS, the Planning and Zoning Commission and the City Council adopted a Master Plan that created four (4) conceptual land use classifications for the community, one (1) of which is the Town Center Area; an area where higher-density, single-family residential land uses are encouraged due to the availability of supporting infrastructure and utilities, favorable topography and other environmental factors, historical significance as the traditional center of commerce and community, and a comparable land use pattern; and

WHEREAS, the Town Center Area of the City is intended to allow for the potential development of residential densities at a level much higher than other areas of the City, while encouraging innovative designs, walkable neighborhoods, interesting architecture, and consistent streetscape elements providing character and aesthetics as part of the overall neighborhood fabric; and

WHEREAS, the owners of this 34-acre tract of land submitted a three (3) lot Minor Subdivision Plat, as an interim step towards finalizing the Site Development Plan (Preliminary Plat), the latter of which is slated for the future development of one-hundred-four (104) residential lots upon twenty-eight (28) acres; the remaining acreage will contain two (2) Outlots for future commercial development and the dedication of a portion of public right-of-way for the extension of Main Street; and

WHEREAS, proposed Lot 1, created by this Minor Subdivision Plat, appears to fully meet and comply with the requirements of the *Subdivision and Development Regulations* of the City of Wildwood in regard to its lot size and setbacks for the R-4 Residence District zoning designation, which will be conveyed in its entirety to the owner-under-contract [i.e. developer of record], in order to pursue the final platting requirements; and

WHEREAS, proposed Outlot B appears to fully meet and comply with the requirements of the *Subdivision and Development Regulations* of the City of Wildwood in regard to its lot size and setbacks based on its current NU Residence District zoning designation, while Outlot A does not; therefore, it is considered non-buildable, until such time it is rezoned, yet both Outlots will require future zoning compliance to meet their intended designated uses under the requirements of the Town Center's Regulating Plan; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted ordinances, codes, and regulations governing the development and use of land for the health, safety, and welfare of its residents.

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

Section One. The City Council of the City of Wildwood, Missouri hereby approves and authorizes the recording of a Minor Subdivision Plat (attached hereto), to be known as "**Schneider Subdivision**," for a thirty-four (34) acre tract of land that is part of the West Half of the Southwest Quarter of Section 1 and part of Lot 2 of 'Dreinhoefer Estate' [Plat Book 1, Page 63] in the East Half of the Southeast Quarter of Section 2, both of which are located in Township 44 North, Range 3 East, City of Wildwood, St. Louis County, Missouri and, more specifically, situated between State Route 109 to the west and Eatherton Road to the east, all being north of Viola Gill Lane, for the purposes of creating three (3) lots for future development and dedication of a portion of public-right-of-way for the extension of Main Street. These lots are graphically represented on the attached plat and accompanying legal descriptions and hereby adopted and made a part of this ordinance.

Section Two. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Minor Subdivision Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The petitioner is required and directed to record the approved Minor Subdivision Plat (within sixty (60) days of its approval by the City Council of the City of Wildwood, Missouri) in the Office of the Recorder of Deeds of St. Louis County, Missouri, or such action on these items is voided.

Section Three. This ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and recorded copies of all recorded instruments are returned to the City by the petitioner.

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

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

City Clerk

City Clerk

OWNER'S CERTIFICATE

THE UNDERSIGNED OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "SCHNEIDER SUBDIVISION". MAIN STREET (70 FEET WIDE), WHICH FOR BETTER IDENTIFICATION IS SHOWN "HATCHURED" (//////////) ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, FOR PUBLIC USE FOREVER.

THE TRAIL EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI FOR PUBLIC USE FOREVER.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, AMEREN MISSOURI, AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING, REPLACING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE 5-FEET WIDE PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE AND SIDEWALK EASEMENTS (P.R.I.M.S.E.) SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WILDWOOD FOR PUBLIC USE FOREVER.

THE SEWER EASEMENTS, WHICH FOR BETTER IDENTIFICATION ARE SHOWN "CROSS-HATCHURED" (XXXXXX) ON THIS PLAT 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 A SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN HEREON AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

MILDRED E. SCHNEIDER REVOCABLE LIVING TRUST

BY: _____ BY: _____ BY: _____

NAME: DAVID G. SCHNEIDER, CO-TRUSTEE NAME: MARLENE B. MANGOLD, CO-TRUSTEE NAME: JERRY L. MANGOLD, CO-TRUSTEE

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED DAVID G. SCHNEIDER, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS A CO-TRUSTEE OF THE MILDRED E. SCHNEIDER REVOCABLE LIVING TRUST, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND SAID DAVID G. SCHNEIDER ACKNOWLEDGED SAID INSTRUMENT TO BE HIS THE 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.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED MARLENE B. MANGOLD, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT SHE IS A CO-TRUSTEE OF THE MILDRED E. SCHNEIDER REVOCABLE LIVING TRUST, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND SAID MARLENE B. MANGOLD ACKNOWLEDGED SAID INSTRUMENT TO BE HER THE 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.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME PERSONALLY APPEARED JERRY L. MANGOLD, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS A CO-TRUSTEE OF THE MILDRED E. SCHNEIDER REVOCABLE LIVING TRUST, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND SAID JERRY L. MANGOLD ACKNOWLEDGED SAID INSTRUMENT TO BE HIS THE 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.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

LIENHOLDER (IF APPLICABLE):

WHEREAS, _____, BY A DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY RECORDS, COMEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES 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 STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS SHOWN ON THIS PLAT.

TO HAVE AND TO HOLD THE SAME, WITH ALL APPURTENANCES THERE TO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2016.

BY: _____

PRINT NAME AND TITLE

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 2016, BEFORE ME APPEARED _____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF _____ A _____ OF THE STATE OF _____ AND SAID THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID _____ BY AUTHORITY OF ITS _____ AND SAID _____ SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID _____

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: _____ NOTARY PUBLIC

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# - 0030959-00
CHECKED BY:	JAH	DATE: 9/23/2016
JOB NO.:	14-04-126	MINOR SUBD. MAIN ST. CROSSING

CITY APPROVAL:

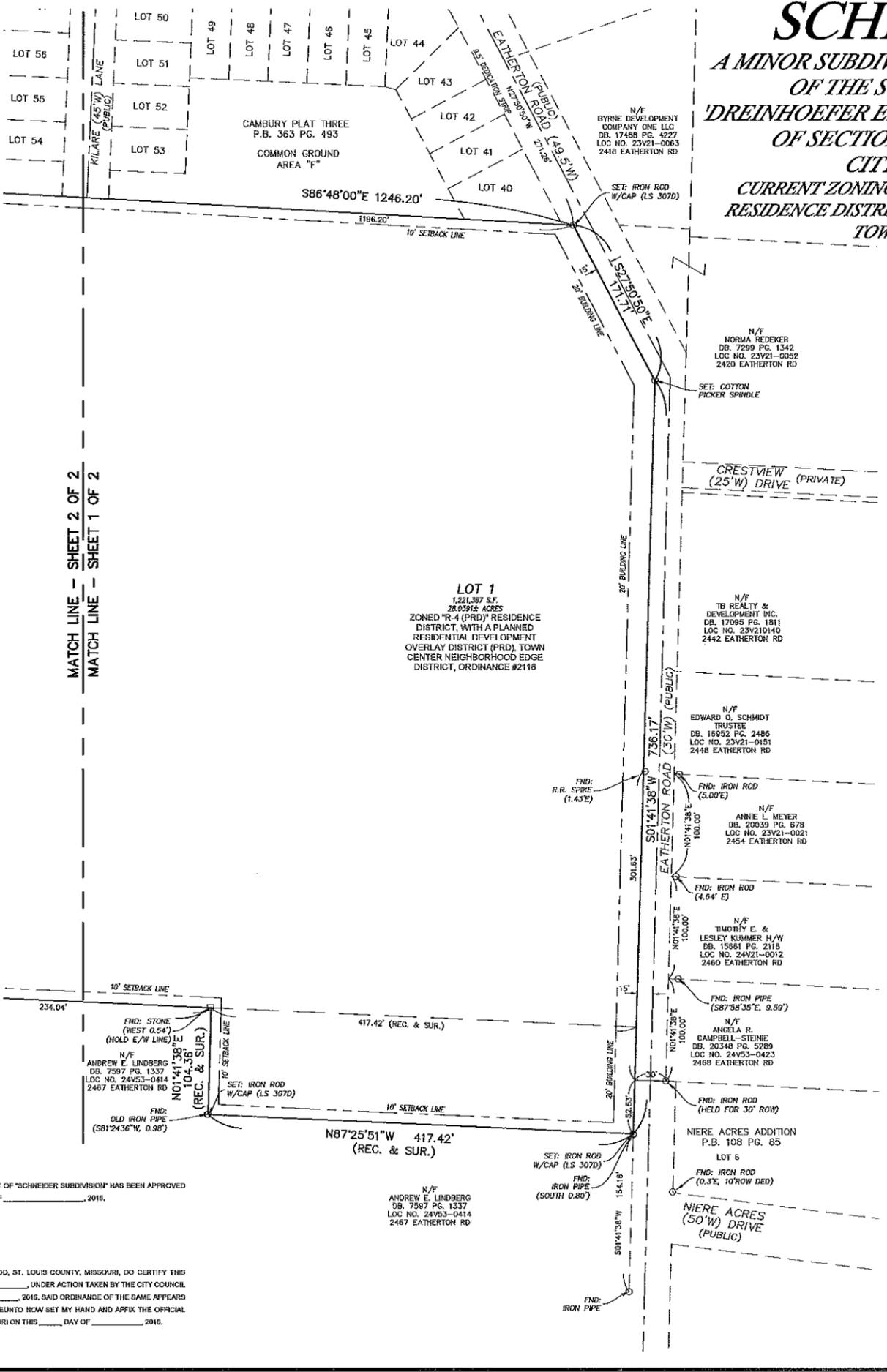
THIS ACKNOWLEDGEMENT CERTIFIES THIS SUBDIVISION PLAT HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS _____ DAY OF _____, 2016.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

JOE VAJNICH, DIRECTOR OF PLANNING

I, ELIZABETH WEISS, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO CERTIFY THIS SUBDIVISION PLAT WAS APPROVED BY ORDINANCE NUMBER _____ UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE _____ DAY OF _____, 2016. SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREBY NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI ON THIS _____ DAY OF _____, 2016.

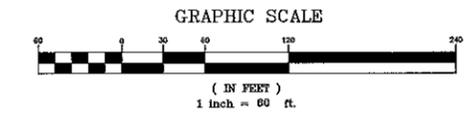
ELIZABETH WEISS, CITY CLERK



SCHNEIDER SUBDIVISION

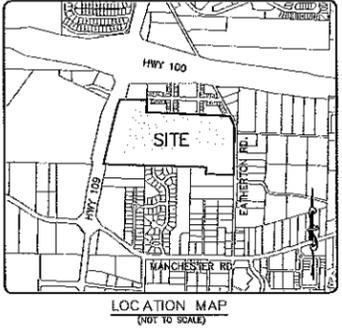
A MINOR SUBDIVISION OF A TRACT OF LAND BEING PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1 AND PART OF LOT 2 OF 'DREINHOEFER ESTATE' (P.B. 1 PG. 63) IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, LOCATED IN TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

CURRENT ZONING: "NU" NON-URBAN RESIDENCE DISTRICT AND "R-4" 7,500 SQUARE FOOT RESIDENCE DISTRICT W/ PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD) TOWN CENTER NEIGHBORHOOD EDGE DISTRICT (ORD. #2118)



- LEGEND**
- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS (122 L.S. 300) ALUMINUM "CAP") (4 PERMANENT MONUMENTS TO BE SET)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS (122 L.S. 300) W/ PLASTIC CAP) (4 SEMI-PERMANENT MONUMENTS TO BE SET)
 - PROPERTY TIE - OLD LOT LINE (SAME OWNER)

- ABBREVIATIONS:**
- N/F - NOW OR FORMERLY
 - P.B. - PLAT BOOK
 - D.B. - DEED BOOK
 - PG. - PAGE
 - SQ. FT. - SQUARE FEET
 - (REC.) - RECORD
 - (SUR.) - SURVEY
 - FND. - FOUND
 - ESMT. - EASEMENT



SERVICE PROVIDERS:

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

PREPARED FOR:
PAYNE FAMILY HOMES
10497 SAUR BLVD., SUITE B
ST. LOUIS, MO 63132
(314) 588-0341

GENERAL NOTES:

- THE PROFESSIONAL WHOSE SEAL AND SIGNATURE APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PAGE REFERS.
 - THIS PLAT CONTAINS 1,508,659 SQUARE FEET, OR 34.834 ACRES, MORE OR LESS.
 - 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.
 - SOURCE OF RECORD TITLE: QUIT CLAIM DEED TO MILDRED E. SCHNEIDER REVOCABLE LIVING TRUST, AS RECORDED IN DEED BOOK 12833, PAGE 8020 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
 - ALL BEARINGS AND DISTANCES ARE AS SURVEYED (S) UNLESS NOTED OTHERWISE. (R) DENOTES RECORD INFORMATION.
 - 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.
 - CURRENT ADDRESS OF PARENT PARCEL: 2461 EATHERTON ROAD, GROVER, MO 63040
 - PARCEL ID OF PARENT PARCEL: 23V211011
 - SUBJECT TRACT IS ZONED "NU" NON-URBAN RESIDENCE DISTRICT (TOWN CENTER) AND "R-4 (PRD)" RESIDENCE DISTRICT, WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TOWN CENTER NEIGHBORHOOD EDGE DISTRICT, ORDINANCE #2116 BY CITY OF WILDWOOD, MISSOURI.
- THE RESTRICTIONS FOR "NU" NON-URBAN RESIDENCE DISTRICT (TOWN CENTER) ZONING ARE AS FOLLOWS:
- MINIMUM LOT AREA: 3 ACRES FOR SINGLE FAMILY DWELLINGS.
 - FRONT YARD SETBACK: 50 FEET
 - SIDE AND REAR YARD SETBACKS: 30 FEET
- THE RESTRICTIONS FOR "R-4" RESIDENCE DISTRICT, WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TOWN CENTER NEIGHBORHOOD EDGE DISTRICT, ORDINANCE #2116 ZONING ARE AS FOLLOWS:
- MINIMUM LOT AREA: 4,000 SQUARE FEET
 - MINIMUM LOT WIDTH: 40 FEET
 - FRONT YARD SETBACK: 20 FEET FROM ANY RIGHT-OF-WAY LINE
 - SIDE YARD SETBACK: 10 FEET ABUTTING THE PERMETER OF THE PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT.
 - REAR YARD SETBACK: 30 FEET ABUTTING THE PERMETER OF THE PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT.
- 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. 28185026X EFFECTIVE FEBRUARY 4, 2015. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
 - FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY INTEGRITY TITLE SOLUTIONS, L.L.C. AGENT FOR AGENTS NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. STL-11125-14 WITH AN EFFECTIVE DATE OF FEBRUARY 11, 2014 AT 08:01 AM. THE NOTES REGARDING SCHEDULE B, SECTION II OF THE ABOVE COMMITMENT ARE OUTLINED IN THE TITLE NOTES SECTION ON SHEET 2 OF THIS PLAT.

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 MO51 AND A PID OF LD3550 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 LAWSONG DRIVE; 33 FEET SOUTHWEST OF A FIRE HYDRANT, 42 FEET NORTHWEST OF A LIGHT STANDARD AND 38 FEET SOUTHWEST OF A CURB BULLET. (SHOWN HEREON ON SHEET 2 OF 2)

SITE BENCHMARK #2: ELEVATION = 789.02 (NAVD 88)
"CROSS" CUT IN CONCRETE AT THE CENTER LINE OF CAMBURY LANE, 20 FEET WEST OF THE CENTERLINE OF EATHERTON ROAD, 47 FEET SOUTHWEST OF A POWER POLE, 47 FEET NORTHWEST OF A MAIL BOX AND 13 FEET NORTH OF A STOP SIGN WITH STREET SIGN.

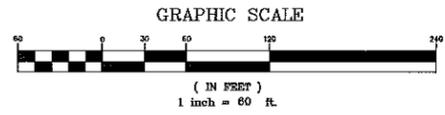
SURVEYOR'S CERTIFICATE:

ORDER NUMBER 14-04-126
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314) 487-0440

THIS IS TO CERTIFY THAT THE STERLING COMPANY HAS, BY ORDER OF PAYNE FAMILY HOMES, DURING THE MONTH OF NOVEMBER, 2015, MADE A SURVEY AND DURING THE MONTH OF SEPTEMBER, 2016, MADE A MINOR SUBDIVISION PLAT OF A TRACT OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, AND A PART OF LOT 2 OF DREINHOEFER ESTATE (P.B. 1, PG. 63) IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, LOCATED IN TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI. THE RESULTS OF SAID SURVEY MINOR SUBDIVISION ARE REPRESENTED ON THIS PLAT. THIS SURVEY MEETS THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS (16 CSR 302 AND 20 CSR 2003-16 EFFECTIVE AS OF THE DATE OF THIS SURVEY) AS AN "URBAN PROPERTY".

THE STERLING COMPANY
MO. REG. 307-D

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



PROPERTY DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, AND A PART OF LOT 2 OF DREINHOEFER ESTATE IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, RECORDED IN PLAT BOOK 1, PAGE 63 OF THE LOUIS COUNTY RECORDS, ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST CITY OF WILWOOD, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED TO MALDEN E. SCHNEIDER, TRUSTEE, RECORDED IN BOOK 628 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ANDREW E. LINDBERG BY DEED RECORDED IN BOOK 7997, PAGE 1337 OF SAID RECORDS, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF EATHERTON ROAD, 30 FEET WIDE, SAID POINT BEING 15 FEET PERPENDICULAR DISTANCE SOUTHWEST OF THE CENTERLINE OF SAID EATHERTON ROAD; THENCE ALONG THE NORTH LINE OF SAID LINDBERG TRACT, NORTH 87° 25' 51" WEST, 417.45 FEET, THENCE LEAVING SAID NORTH LINE, NORTH 01° 41' 38" EAST, 104.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF ABOVE SAID SECTION 1; SAID LINE ALSO BEING THE NORTH LINE OF OLD GROVER ESTATES; A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 337 PAGE 81 OF SAID RECORDS, NORTH 87° 25' 51" WEST, 914.54 FEET TO THE NORTHWEST CORNER OF LOT 28 OF SAID OLD GROVER ESTATES SUBDIVISION, SAID CORNER ALSO BEING THE INTERSECTION OF SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE WEST LINE OF SAID SECTION 1; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF ABOVE SAID SECTION 2, SAID LINE ALSO BEING THE NORTH LINE OF A TRACT OF LAND CONVEYED TO COLUMBIA SPORTS, LLC BY DEED RECORDED IN BOOK 16541, PAGE 1743 OF SAID RECORDS, NORTH 87° 52' 48" WEST, 508.85 FEET TO THE NORTHEAST CORNER OF SAID COLUMBIA SPORTS, LLC TRACT, SAID CORNER BEING THE INTERSECTION OF THE EAST LINE OF MISSOURI STATE HIGHWAY 109, WIDTH VARIES, AS WIDENED BY DOCUMENT RECORDED IN DEED BOOK 6558 PAGE 2183 OF SAID RECORDS, AND SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, SAID INTERSECTION BEING 75 FEET PERPENDICULAR DISTANCE EAST OF THE CENTERLINE OF SAID HIGHWAY 109; THENCE LEAVING LAST SAID SOUTH LINE AND ALONG SAID EAST LINE OF HIGHWAY 109 THE FOLLOWING COURSE, DISTANCES AND CURVES: NORTH 21° 48' 57" EAST, 325.13 FEET TO A POINT BEING 120 FEET PERPENDICULAR DISTANCE EAST OF SAID CENTERLINE OF HIGHWAY 109, NORTH 13° 51' 37" EAST, 334.82 FEET TO A POINT OF CURVATURE, AND ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 22,766.32 FEET, WHOSE CHORD BEARS NORTH 14° 17' 34" EAST, 344.18 FEET, AN ARC DISTANCE OF 344.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CAMBURY LANE, 64 FEET WIDE, SAID POINT BEING 27 FEET PERPENDICULAR DISTANCE SOUTH OF THE CENTERLINE OF SAID CAMBURY LANE; THENCE LEAVING LAST SAID EAST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CAMBURY LANE, SOUTH 87° 52' 48" WEST, 322.20 FEET TO A POINT ON THE WEST LINE OF "BOUNDARY ADJUSTMENT PLAT OF 'CAMBURY' AND 'CAMBURY PLAT TWO'", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 206, PAGE 206 OF SAID RECORDS; THENCE LEAVING LAST SAID SOUTH RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE OF "BOUNDARY ADJUSTMENT PLAT, SOUTH 01° 51' 30" WEST, 180.00 FEET TO THE SOUTHWEST CORNER OF SAID BOUNDARY ADJUSTMENT PLAT; THENCE LEAVING LAST SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID BOUNDARY ADJUSTMENT PLAT, SOUTH 89° 48' 00" EAST, 1246.20 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EATHERTON ROAD (30 FEET WIDE), SAID POINT BEING 15 FEET PERPENDICULAR WEST OF THE CENTERLINE OF SAID ROAD; THENCE ALONG THE WESTERN RIGHT-OF-WAY LINE OF EATHERTON ROAD (30 FEET WIDE) AND PARALLEL TO THE CENTERLINE OF SAID ROAD THE FOLLOWING COURSE AND DISTANCES: SOUTH 27° 50' 50" EAST, 171.71 FEET TO AN ANGLE POINT; THENCE SOUTH 01° 41' 38" WEST, 746.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1,596.85 SQUARE FEET OR 44.54 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF OCTOBER, 2015 UNDER ORDER NO. 14-04-128.

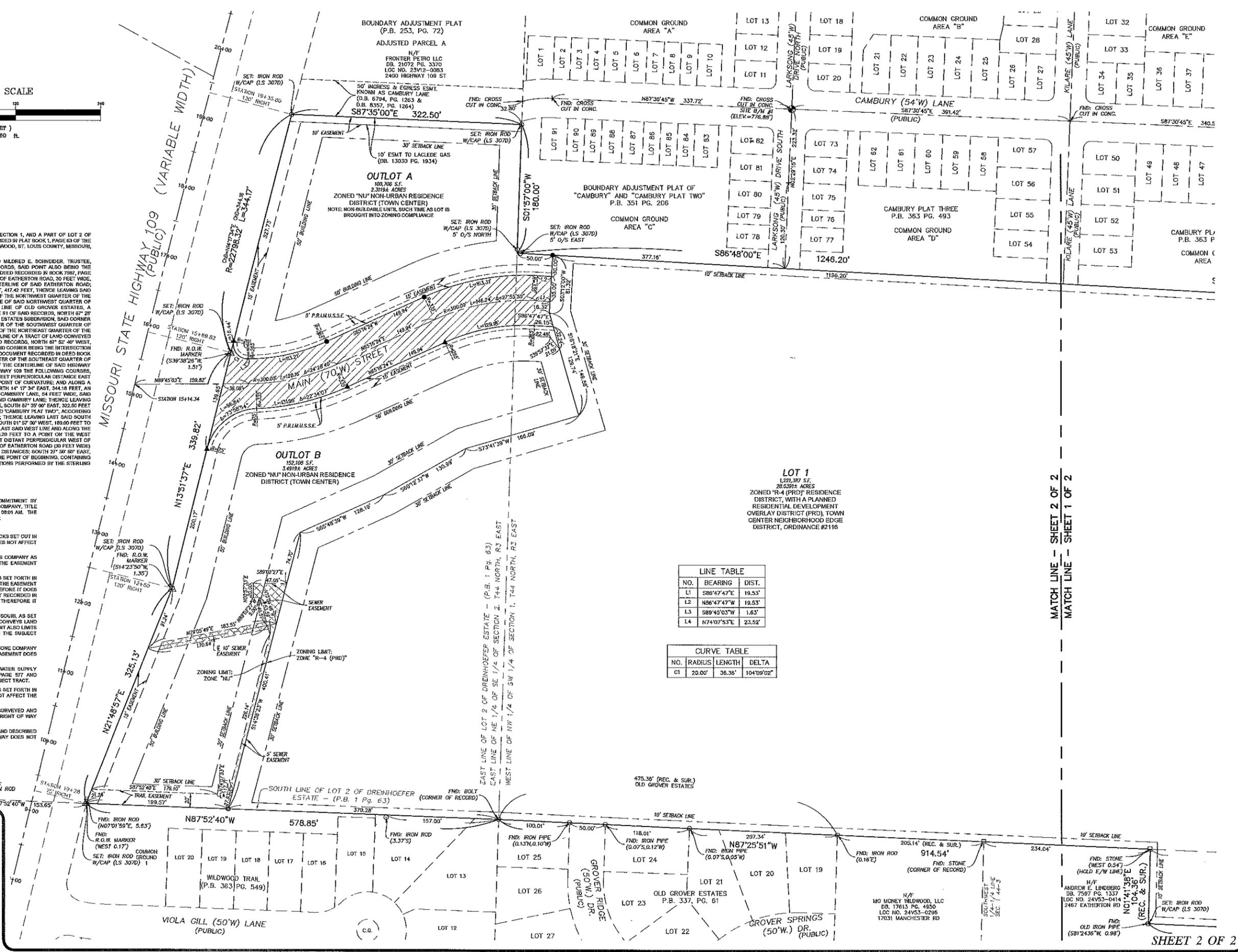
TITLE NOTES:

FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY INTEGRITY TITLE SOLUTIONS, LLC, AGENT FOR AGENTS NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 07L112514 WITH AN EFFECTIVE DATE OF FEBRUARY 11, 2014 AT 08:01 AM. THE NOTES REGARDING SCHEDULE B, SECTION 1 OF THE ABOVE COMMITMENT ARE BELOW.

- ITEMS 1-4 ARE GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.
- ITEM 9 - RESTRICTIONS, EASEMENTS, DEDICATIONS, BUILDING LINES AND SET BACKS SET OUT IN PLAT BOOK 1 AT PAGE 63 IN THE ST. LOUIS COUNTY RECORDS, "NOT SHOWN" DOES NOT AFFECT THE SUBJECT TRACT.
- ITEM 10 - SUBJECT TO AN EASEMENT FOR UTILITIES IN FAVOR OF LACLEDE GAS COMPANY AS SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 13000 AT PAGE 1934. THE EASEMENT AFFECTS THE SUBJECT TRACT AND IS SHOWN HEREON.
- ITEM 11 - EASEMENT FOR UTILITIES IN FAVOR OF UNION ELECTRIC COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 8875 AT PAGE 2174 AND BOOK 8438 PAGE 235. THE EASEMENT RECORDED IN BOOK 8875 AT PAGE 2174 PLOTS NORTH OF HIGHWAY 109, THEREFORE IT DOES NOT AFFECT THE SUBJECT TRACT AND IS NOT SHOWN HEREON. THE EASEMENT RECORDED IN BOOK 8438 PAGE 235 PLOTS WEST OF THE SUBJECT TRACT AT POND ROAD, THEREFORE IT DOES NOT AFFECT THE SUBJECT TRACT AND IS NOT SHOWN HEREON.
- ITEM 12 - SUBJECT TO AN AFFIDAVIT AND CONVEYANCE TO THE STATE OF MISSOURI, AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 6558 PAGE 2183. THE DOCUMENT CONVEYS LAND TO THE STATE OF MISSOURI FOR MISSOURI STATE HIGHWAY 109. THE DOCUMENT ALSO LIMITS THE RIGHT OF DIRECT ACCESS ONTO STATE HIGHWAY 109, WHICH AFFECTS THE SUBJECT TRACT.
- ITEM 13 - EASEMENT FOR UTILITIES IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 6584, AT PAGE 1522. THE EASEMENT DOES NOT AFFECT THE SUBJECT TRACT AS IT PLOTS WEST OF THE SUBJECT TRACT.
- ITEM 14 - SUBJECT PROPERTY IS LOCATED WITHIN THE ST. LOUIS PUBLIC WATER SUPPLY DISTRICT NO. 1, ACCORDING TO INSTRUMENT RECORDED IN BOOK 8888 PAGE 577 AND AMENDED IN BOOK 6168 PAGE 321. THE DOCUMENT DOES NOT AFFECT THE SUBJECT TRACT.
- ITEM 15 - EASEMENT FOR UTILITIES IN FAVOR OF UNION ELECTRIC COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 3144, AT PAGE 44. THE EASEMENT DOES NOT AFFECT THE SUBJECT TRACT AS IT PLOTS NORTH OF THE SUBJECT TRACT.
- ITEM 16 - RIGHT OF WAY OF EATHERTON ROAD. THE SUBJECT TRACT AS SURVEYED AND DESCRIBED HEREON IS TO THE RIGHT OF WAY OF SAID ROADWAY AND SAID RIGHT OF WAY DOES NOT AFFECT THE SUBJECT TRACT.
- ITEM 17 - RIGHT OF WAY OF HIGHWAY 109. THE SUBJECT TRACT AS SURVEYED AND DESCRIBED HEREON IS TO THE RIGHT OF WAY OF SAID ROADWAY AND SAID RIGHT OF WAY DOES NOT AFFECT THE SUBJECT TRACT.
- ITEM 18 - NO COMMENT BY THE SURVEYOR.

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/JAH	MSD P# -	0030959-00
CHECKED BY:	JAH	DATE:	9/23/2016
JOB NO.:	14-04-126	MINOR SUBD.	MAIN ST. CROSSING



LINE TABLE

NO.	BEARING	DIST.
L1	S86°47'47"E	19.53'
L2	N86°47'47"W	18.53'
L3	S89°45'03"W	1.63'
L4	N74°07'53"E	23.52'

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA
C1	20.00'	36.36'	104°09'02"

MATCH LINE - SHEET 2 OF 2
MATCH LINE - SHEET 1 OF 2

AN ORDINANCE AMENDING ORDINANCE #2206 AND AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD, MISSOURI WITH KCI CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE 2ND STATE ROUTE 100 PEDESTRIAN BRIDGE AND ASSOCIATED PLAZA AREAS, AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. (Wards – Five and Eight)

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

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

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

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

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

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

WHEREAS, pursuant to Ordinance 2206, the City Council authorized the Mayor to negotiate, execute, acknowledge, deliver and administer a Contract by and between the City of Wildwood and **KCI Construction Company**, in the form attached thereto; and

WHEREAS, the City Council wishes to remove certain work from the scope of the project identified in the Contract attached to Ordinance 2206; and

WHEREAS, after removing such work from the scope of the project, **KCI Construction Company's** bid was the lowest responsible bid with a bid of **\$1,265,099.00**; and

WHEREAS, the City Council finds and determines that the revised Contract, attached hereto as Exhibit 1, and incorporated by reference herein, meets the requirements of the request for bids and promotes the general welfare of the City by providing a pedestrian bridge over State Route 100.

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

Section One. That Ordinance # 2206 is hereby amended by deleting Exhibit A, attached thereto and incorporated by reference therein, in its entirety and replacing it, in lieu thereof, with a new Exhibit A, attached hereto as Exhibit 1 and incorporated by reference herein.

Section Two. That Section Two of Ordinance # 2206 be deleted in its entirety, and replaced, in lieu thereof, with the following:

Section Two. The total expenses and liability of the City under the contract shall not exceed the contract sum of **\$1,265,099.00**, except that the Director of Public Works may, by written change order, increase the scope of the work pursuant to the same contract rate and terms in an amount not to exceed a total authorization under this ordinance of **\$1,355,099.00 (an additional \$90,000)**.

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

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

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

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

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

ATTEST:

Liz Weiss, City Clerk

Liz Weiss, City Clerk

Exhibit 1
[attach Contract]

City of Wildwood

CITY-CONTRACTOR AGREEMENT

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

WITNESSETH:

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

ARTICLE I.

The Contract Documents

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

ARTICLE II.

Scope of Work

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

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

ARTICLE III.

Time of Completion

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

Calendar Days : **270**

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

ARTICLE IV.

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of **\$1,265,099.00** (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 **\$1,100.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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

ARTICLE VI.

Delays Beyond Contractor's Control

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

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

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

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

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

ARTICLE VII.

Changes in the Work or Cost of Work

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

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

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

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

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

ARTICLE VIII.

Termination by City or Contractor

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

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

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

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

ARTICLE IX.

Contractor's Liability Insurance

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

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

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

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

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

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

ARTICLE X.

The Work

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

ARTICLE XI.

Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

CITY OF WILDWOOD
(the "City")

(the "Contractor")

By _____
James R. Bowlin , Mayor

By: _____

Attest:

Printed Name: _____

City Clerk

Title



WILDWOOD

Recommendation Report

<<< Site Development Plan Package >>>

City of Wildwood Planning and Zoning Commission – Site Plan Subcommittee

September 19, 2016 Executive Session

Petition Numbers: *P.Z. 12 and 13-15 The Villages at Bright Leaf*

Petitioner: Fischer & Frichtel Custom Homes L.L.C. and Consort Homes L.L.C., 16640 Chesterfield Grove Road, Suite 130, Chesterfield, Missouri, 63005

Zoning District(s): R-3 10,000 Square Foot Residence District, with a Planned Residential Development Overlay District (PRD)

Location: North side of State Route 100, between Eatherton Road and Taylor Road

Locator Numbers: 23V230041, 23V230050, 23V240327, 23V310064, 23V330022, 23V330031, 23V330206, 23V330215, 23V330233, and 23V610917

Street Addresses: 2350 and 2344 Eatherton Road, 2531, 2555, and 2567 Taylor Road, 16721 Manchester Road, and 16615, 16602, and 16618 Overlook Hills Drive

Town Center Designation: Neighborhood General and Neighborhood Edge Districts

Ward: Five

Tract Size: 78.0 acres

Site Plan Subcommittee Meeting Dates: September 6 and 19, 2016

Action Date of the Plan Package: September 19, 2016 - **Approval, with conditions, by a vote of 8 to 0** (Voting Aye – Lee, Archeski, Gragnani, Bartoni, Kohn, Manton, Bowlin, and Bopp)

Petitioners'

Request on Plan: Approval of the Site Development Plan (SDP) to allow for the development of this one hundred ninety-two (192) lot, single-family residential subdivision, with common ground and public space areas.

Subcommittee

Recommendation: **Conditional approval** of a Site Development Plan (SDP), but not including the Landscaping and Lighting Plans, thereby allowing for the development of this one hundred ninety-two (192) lot, single-family residential subdivision, with common ground and public space areas, to proceed to the grading stage and the platting processes; however, this recommendation is based upon receiving required Landscaping and Lighting Plans referenced herein this report. Each of these plans would require reviews and actions by the Planning and Zoning Commission.

Background on

Proposal/Project: **September 6th Presentation** - The Department of Planning and the petitioner (Fischer and Frichtel and Consort Homes) participated in the initial presentation of this Site Development Plan to the Committee members at its September 6, 2016 Site Plan Subcommittee meeting. The Department of Planning began the presentation with a description of the zoning process that had been completed for this project by the Planning and Zoning Commission and City Council in January 2016. The highlights of this process were as follows:

1. The public hearing was held on this matter on July 20, 2015, where the concept of the project was presented to the community for the first time.
2. The Planning and Zoning Commission conducted a series of meetings between August 2015 and January 2016 that included the requests' failing for a lack of majority vote of the Planning and Zoning Commission to its referral to the City Council relative to allowing the development of the seventy-eight (78) acre site with one hundred ninety-four (194) homesites.
3. The City Council approved the project on January 25, 2016, with the passage of the site-specific ordinance for it.
4. The petitioner and the City, from February 2016 to September 2016, undertook the review of the Site Development Plan and related matters.
5. The City had also been working with a group of residents that were appointed to the Pond-Grover Loop Road Committee to study its need and if such a roadway should be extended from its current terminus at Green Pines Drive/Hickory Crest Drive to State Route 100. The Committee recommended the extension of the roadway. The City

Council did not support the roadway. This process began in March 2016 and concluded in July 2016.

6. The petitioner, thereafter this decision, requested the Site Plan Subcommittee meeting be scheduled for consideration of the plan package – September 6 and 19, 2016.

The Department also noted this project is the largest in terms of acreage and number of units to be considered and approved by the City in its Town Center Area. Over the years, this particular parcel of ground has been the focus of many discussions relating to its ultimate use, changing from a combination of “Workplace, Open Space, Neighborhood General, and Neighborhood Center” District designations to more recently, as part of the update process for this plan, to “Neighborhood General and Neighborhood Edge” District designations. The current owners of the tract of land had sought for many years to include a “Downtown” District component as part of the property’s future development, which was not supported as part of the aforementioned update of the Town Center Plan and its associated designation of properties. Accordingly, with the submittal of a zoning application package that requested single family detached dwellings units on individual lots, it led to the favorable consideration by the City.

Thereafter, the Department highlighted the major design components of the project, which included the following:

Site Characteristics >>>

1. The total number of lots has been decreased to 192 to address compliance issues with certain parcel sizes associated with three (3) of the six (6) villages forming the overall subdivision.
2. The design of all streets will include traffic calming measures, per the direction of the City, and specific safety measures within the right-of-way of an extended Eatherton Road along the entire southern boundary of the site. These features included speed tables, splitter islands, landscaped medians, and two (2) roundabouts.
3. The provision of roadway improvements is consistent with the Town Center Plan’s Street Network Plan and creates access into and out of the site at two (2) locations, along with a planned secondary emergency access between the Villages at Bright Leaf Subdivision and the Evergreen Subdivision.
4. The petitioner will design and construct all internal streets to the City’s streetscape standards, i.e. asphalt surfaces and concrete vertical curbs and gutters.

5. The design of the stormwater management system for the development, and overall site, will meet all of the latest standards and requirements of the Metropolitan St. Louis Sewer District (MSD).
6. The perimeter of the subject site, where it abuts existing residential units, is limited to ten (10) contiguous lots, which all are equal to, or greater, in size and width than the existing properties in adjoining subdivisions. The majority of the shared boundary lines between this project and existing homesites are designated as common ground that will be protected.
7. The provision of public space is integral to the design of the site and includes useable active use areas and trails for the whole community. The extent of public space is in excess of 7.5 acres and borders the City's existing Wildwood Greenway Corridor.
8. The development will also provide sidewalks and a multiple-use trail system that will interconnect to surrounding residential communities, and into the Town Center Area.
9. The design of the site does provide a level of protection to the jurisdictional waterway on the site, while creating a view feature by its non-disturbance to many of the new lots that are planned in its vicinity, and while protecting current homesites in its vicinity as well.

Unit Characteristics >>>

10. The petitioner will use architectural shingles on all homes of a 30-year type.
11. The petitioner will use carriage doors for the garages, with the inclusion of windows.
12. The petitioner will use fiber cement board siding on all residential units.
13. The petitioner will provide a nine (9) foot interior ceiling height within all residential units.
14. The petitioner will extend all materials used on the front of the homes' elevations to the respective sides a minimum of twenty-four (24) inches – only on corner lots.
15. The petitioner will provide front porch areas that are a minimum of eighteen (18) inches above the elevation of the adjoining sidewalks.
16. The petitioners will setback the garage doors from the front of the dwellings a minimum of six (6) to seven point five (7.5) feet.

The petitioner provided additional background on this project, after the Department completed its presentation of this information.

**Site Plan
Subcommittee's**

Recommendation: The Site Plan Subcommittee of the Planning and Zoning Commission would first note several items are still in process in regards to this project's design and reflect the changes that have been incorporated most recently due to the alterations in infrastructure levels, specifically the decision of City Council to not connect the proposed Pond-Grover Loop Road. These outstanding items can be summarized as follows:

1. The final conceptual approval from the Metropolitan St. Louis Sewer District (MSD) regarding the planned design of the system of improvements to manage runoff from storm events has not been finalized. The general location and size of the stormwater features is not expected to change, but the final considerations relating to the specifications for construction have yet to be completed.
2. The Missouri Department of Transportation (MoDOT) has requested the previous traffic study for this project be updated to reflect the removal of the extension of the Pond-Grover Loop Road and its potential impact on existing highways and intersections in the vicinity of it. The requested additional study is to determine if changes to the original design are needed at Taylor Road and State Route 100 and State Route 100 and State Route 109. The petitioner has begun this additional study, per the direction of the Missouri Department of Transportation (MoDOT).
3. The Landscape and Lighting Plans have just been finalized, based upon comments from the City in regards to the application of its *Tree Manual* and *Sustainable Plantings Guide* and *Outdoor Lighting Requirements*. These plans will be reviewed by the City's consultants in these regards and will be acted upon by the Planning and Zoning Commission separately from the Site Development Plan package that has been the subject of two (2) Site Plan Subcommittee meetings.
4. The selection of the best method to address the secondary emergency access, given the fire district's preference for a passive type of approach, while ensuring it does not become an issue for pedestrians and bicyclists to use.

Acknowledging these items, the Site Plan Subcommittee of the Planning and Zoning Commission has considered the submitted plans, which includes the Site Development Plan (SDP) and related sheets, and believes them to be in minimum compliance with the site-specific ordinance governing this property and the City's *Zoning Ordinance* and *Subdivision and Development Regulations*. This compliance leads the members of the Site Plan Subcommittee to support approval of this complement of plans, thereby allowing the Department of Planning to sign and release them.

Again, this authorization is **conditioned** upon all service provider approvals being submitted and determined acceptable by the Departments of Public Works and Planning, along with addressing the landscaping and lighting components and the design of the secondary emergency access between this site and Birch Forest Drive. These final reviews by the respective departments of any pertinent service provider comments will address the requirements set forth by City codes and ensure adequate stormwater management is in place, while access into and out of the site to the surrounding roadway systems meets all safety and function standards, now and at build-out of the project.

Additionally, the Site Plan Subcommittee would also note the proposal for this site reinforces the priority of the City to create communities that reflect reasonable densities of dwellings within the Town Center Area, while providing for a full range of amenities and infrastructure to meet the increased needs and demands created by additional residents in the area. Additionally, this proposal includes the extension of Eatherton Road through the entirety of the site, a critical roadway for the success of this site, while also protecting the jurisdictional waterway located thereon, providing useable public space and a safe trail-sidewalk network, and offering a mix of units (life-cycle housing), all with quality materials and design. Collectively, these components of the plan and associated units are indicative of the compliance the submittal has to standards, guidelines, and regulations of the City.

To date, this project will represent the largest Town Center Area residential development undertaken in the City to reach this point in the process, with its one hundred ninety-two (192) units. The project entails over seventy-eight (78) acres of land area, which under full development will alter the characteristics of the neighborhood from this point forward. Therefore, it is incumbent on the petitioner and the City staff to meet the required high levels of design, construction, and compliance to protect the neighborhood and the investment of current residents. Requirements have been set in place that are reflected on the attached plan sheets to ensure the proper framework is in place to achieve this desired end product.

**Summary and
Conditions
of Action:**

This recommendation is conditioned upon all other required codes, regulations, and standards of the City relating to this property and the development of land being met during the construction of the buildings and public space areas. The Site Plan Subcommittee is again recommending approval of the Site Development Plan and related items by the Planning and Zoning Commission at this time, with certain conditions that have been identified and noted above. This recommendation is based upon the

completion of all required improvements, in accordance with the plans approved for such by the City of Wildwood.

**Action of the
Planning
And Zoning
Commission:**

Conditional approval of a Site Development Plan (SDP), but not including the Landscaping and Lighting Plans, thereby allowing for the development of this one hundred ninety-two (192) lot, single-family residential subdivision, with common ground and public space areas, to proceed to the grading stage and the platting processes; however, this recommendation is based upon receiving required Landscaping and Lighting Plans referenced herein this report. Each of these plans would require reviews and actions by the Planning and Zoning Commission. Additionally, the Planning and Zoning Commission specified the following matters be returned to its members for review and action:

1. The final conceptual approval from the Metropolitan St. Louis Sewer District (MSD) regarding the planned design of the system of improvements to manage runoff from storm events.
2. The direction of the Missouri Department of Transportation (MoDOT) regarding the intersections of Taylor Road and State Route 100 and State Route 100 and State Route 109.
3. The selection of the best method to address the secondary emergency access, given the fire district's preference for a passive type of approach, while ensuring it does not become an issue for pedestrians and bicyclists to use. Other considerations of the fire district needing to be addressed as well include the following: roundabout, splitter island, and speed table designs.
4. The construction access component to begin the development of the site, specifically its location on the properties and the placement of improvements required by the Stormwater Pollution Prevention Plan (SWPPP).
5. The width of the trail easement and the hard-surface improvement itself.
6. The further study of the easternmost cul-de-sac that abuts the Evergreen Subdivision and potentially increasing the amount of separation between the existing and proposed homesites, modifying the height of the berm, and minimizing grading along the common boundary line.

Attachments

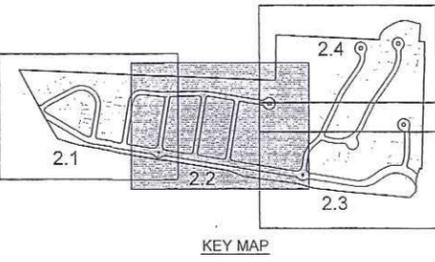
And Enclosures:

Attachment A - Site Development Plan (SDP) and Related Items

Attachment B – Site-Specific Ordinance

Attachment C – Background Information

Attachment A
Site Development Plan (SDP) and Related Items

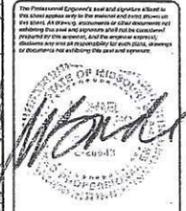


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Fischer & Fritchel Custom Homes, LLC
 and Consort Homes, LLC
 16640 CHESTERFIELD GROVE ROAD, SUITE 130
 CHESTERFIELD, MISSOURI 63005
 Ph. 636-770-7300

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5058 New Baumgartner Road
 St. Louis, Missouri 63112-4894
 Ph. 314-991-9999
 www.sterling-eng-survey.com
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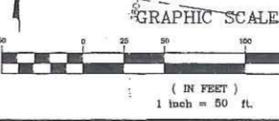
The Villages at Brightleaf
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 SITE DEVELOPMENT PLAN
 GRADING PLAN



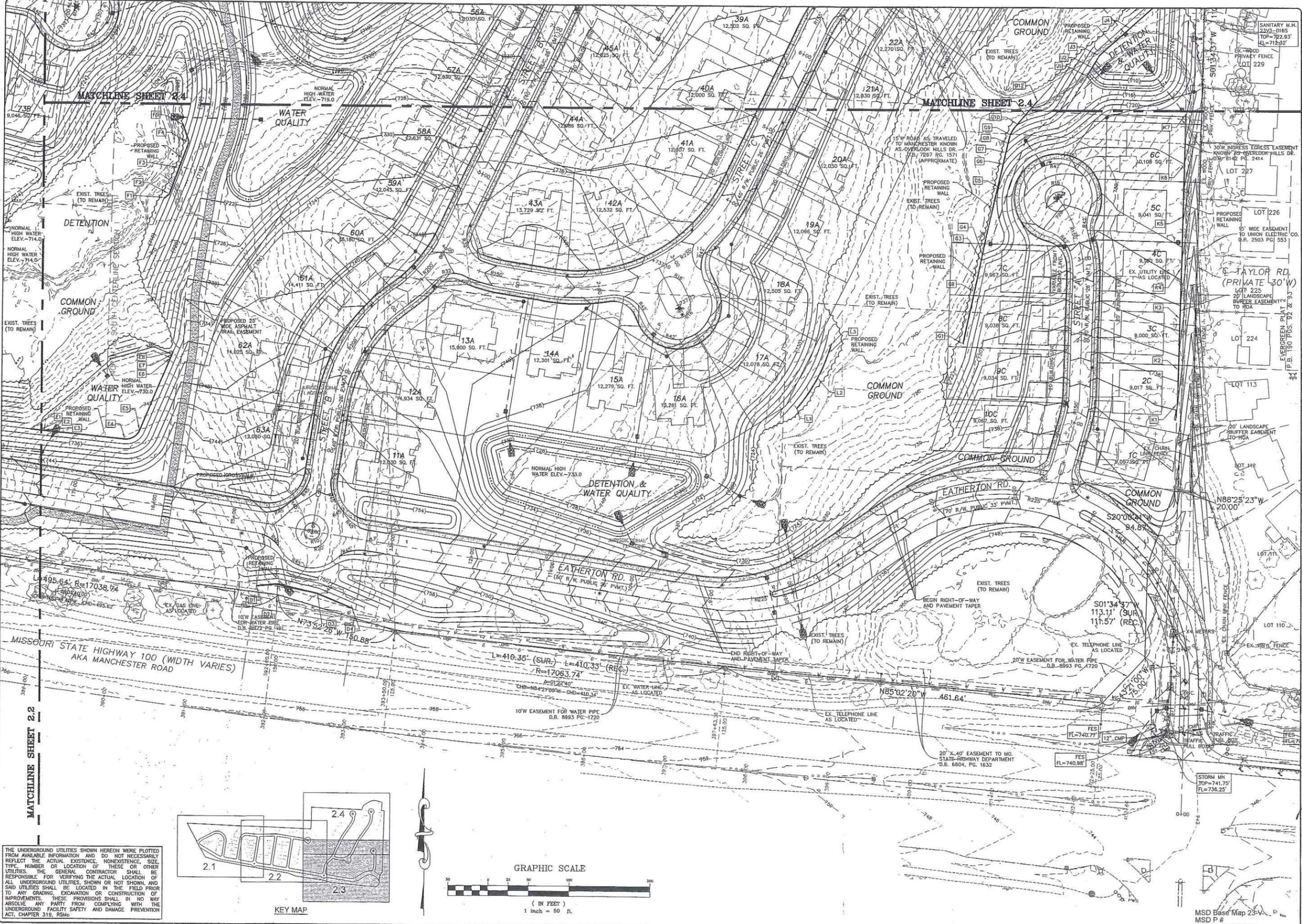
Date: 09/16/2016
 MICHAEL G. BOERDING
 License No. E-28643
 Civil Engineer

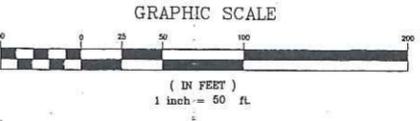
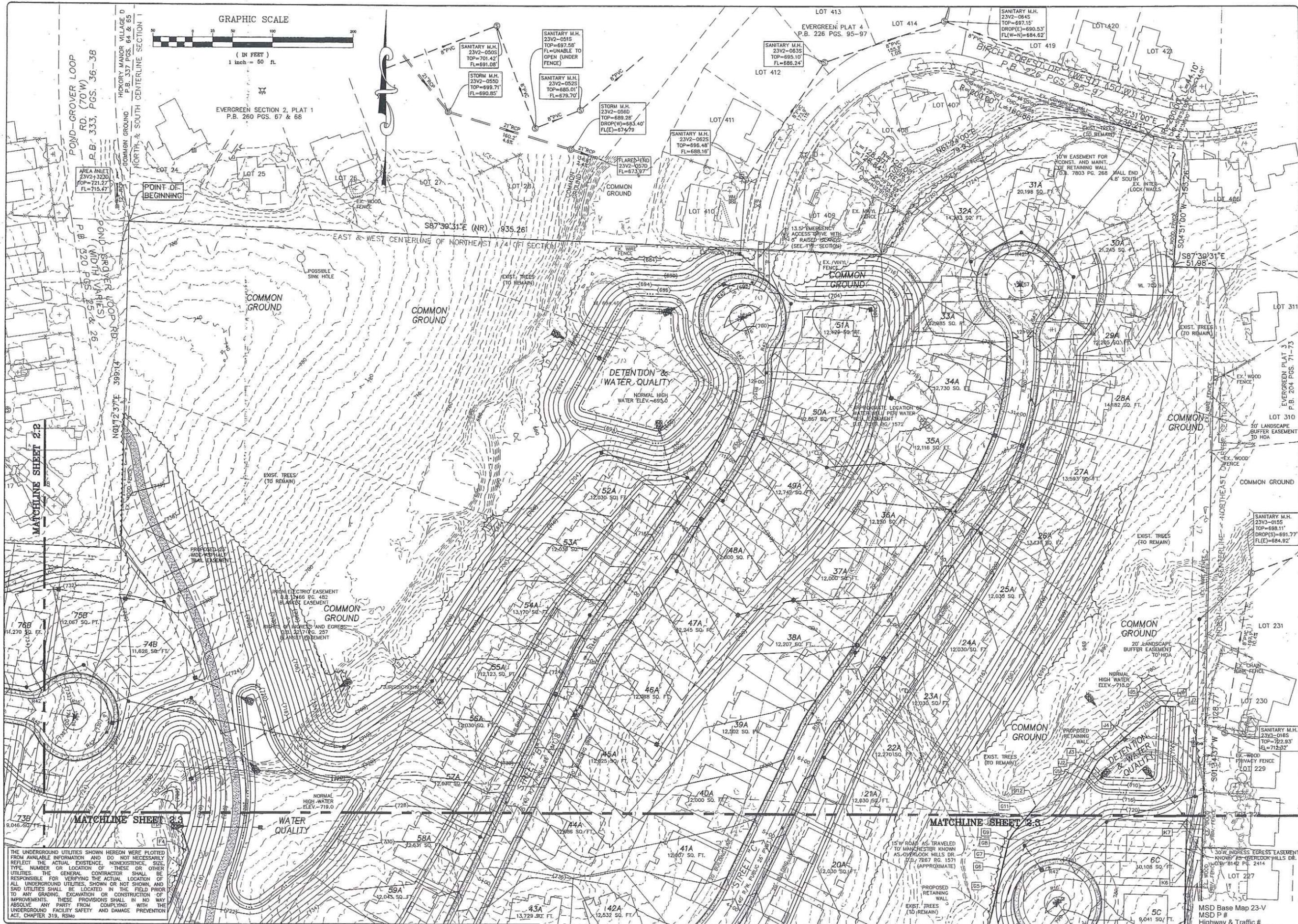
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14-04-138
 Date
Sept. 16, 2016
 Drawn: MF Sheet
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 Checked: SL SDP

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 Ph. 636-770-7300

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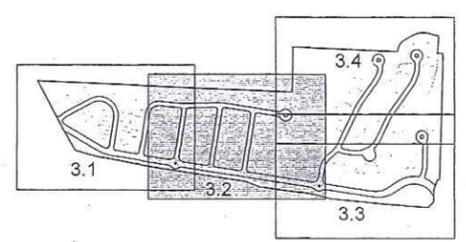
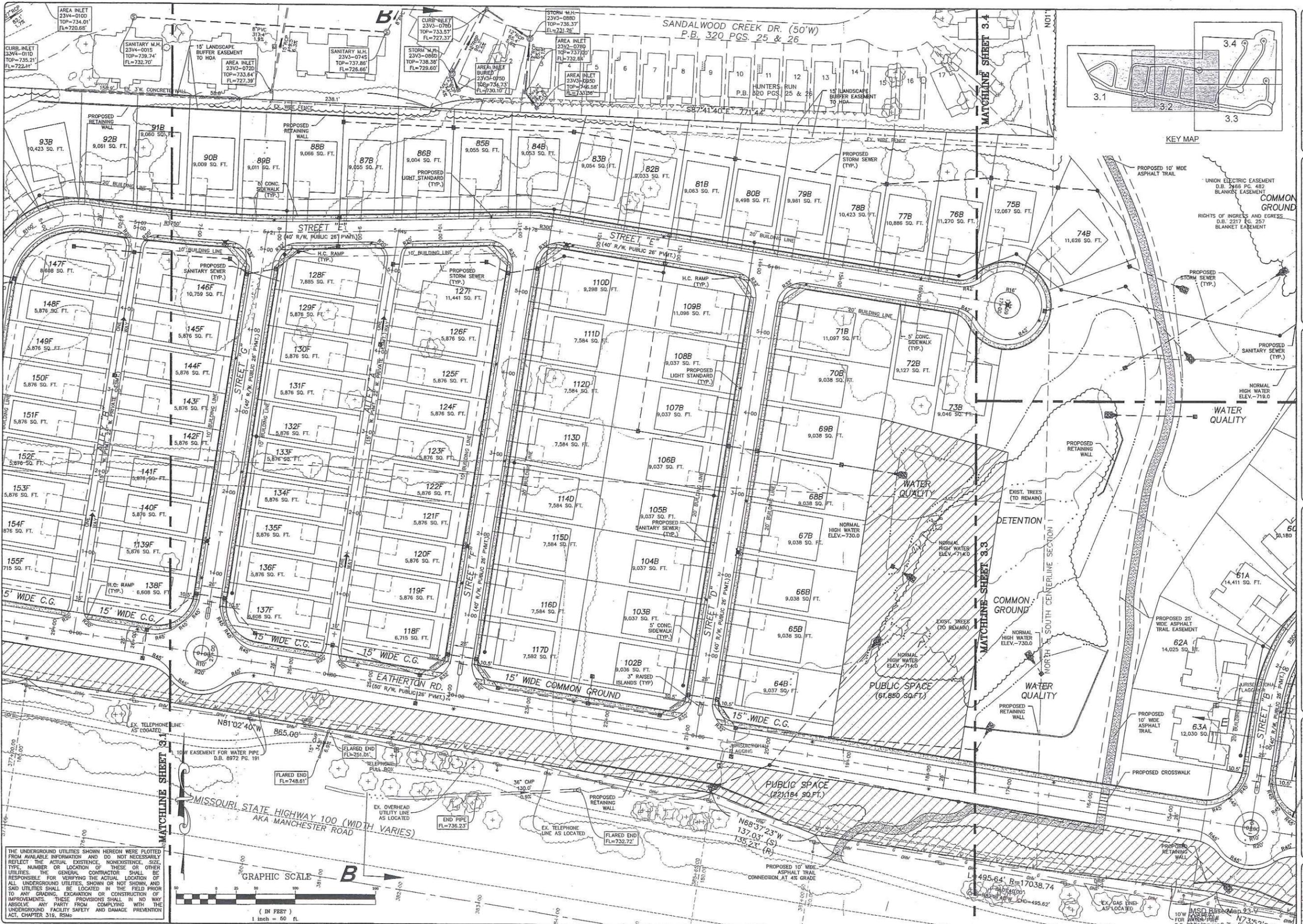
The Villages at Brightleaf
 Wildwood, Missouri
 SITE DEVELOPMENT PLAN
 GRADING PLAN

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 License No. E-28643
 Civil Engineer

Job Number: 14-04-138
 Date: Sept. 16, 2016
 Designed: MF Sheet
 Drawn: SL 2.4
 Checked: SL SDP

MSD Base Map 23-V
 MSD P#
 Highway & Traffic #



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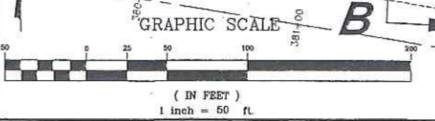
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 5055 New Baumgartner Road
 St. Louis, Missouri 63129
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The Villages at Brightleaf
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 SHEET 3.2

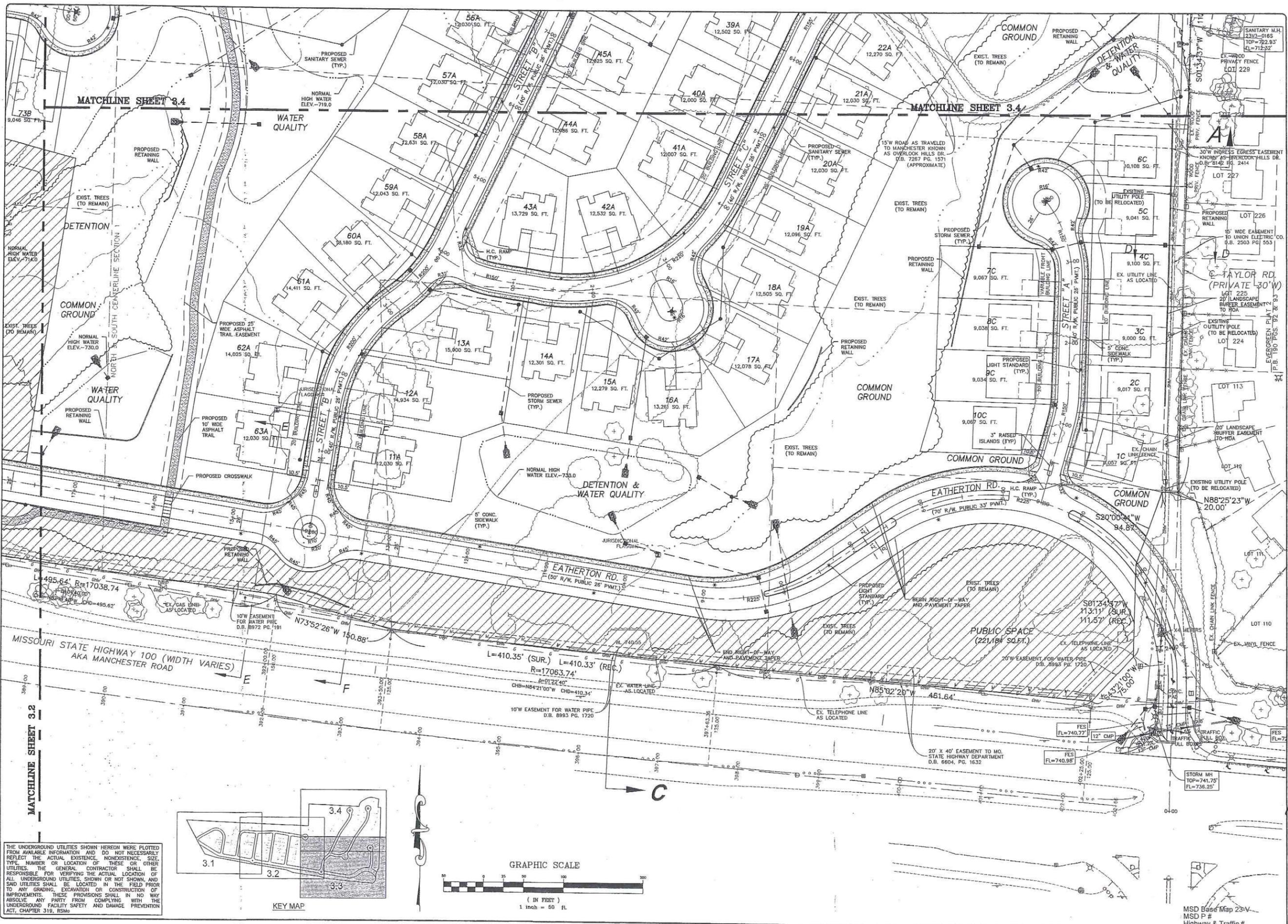
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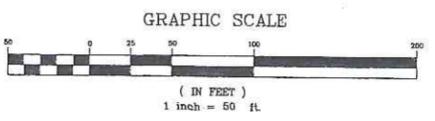
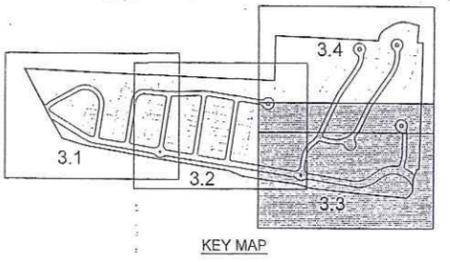
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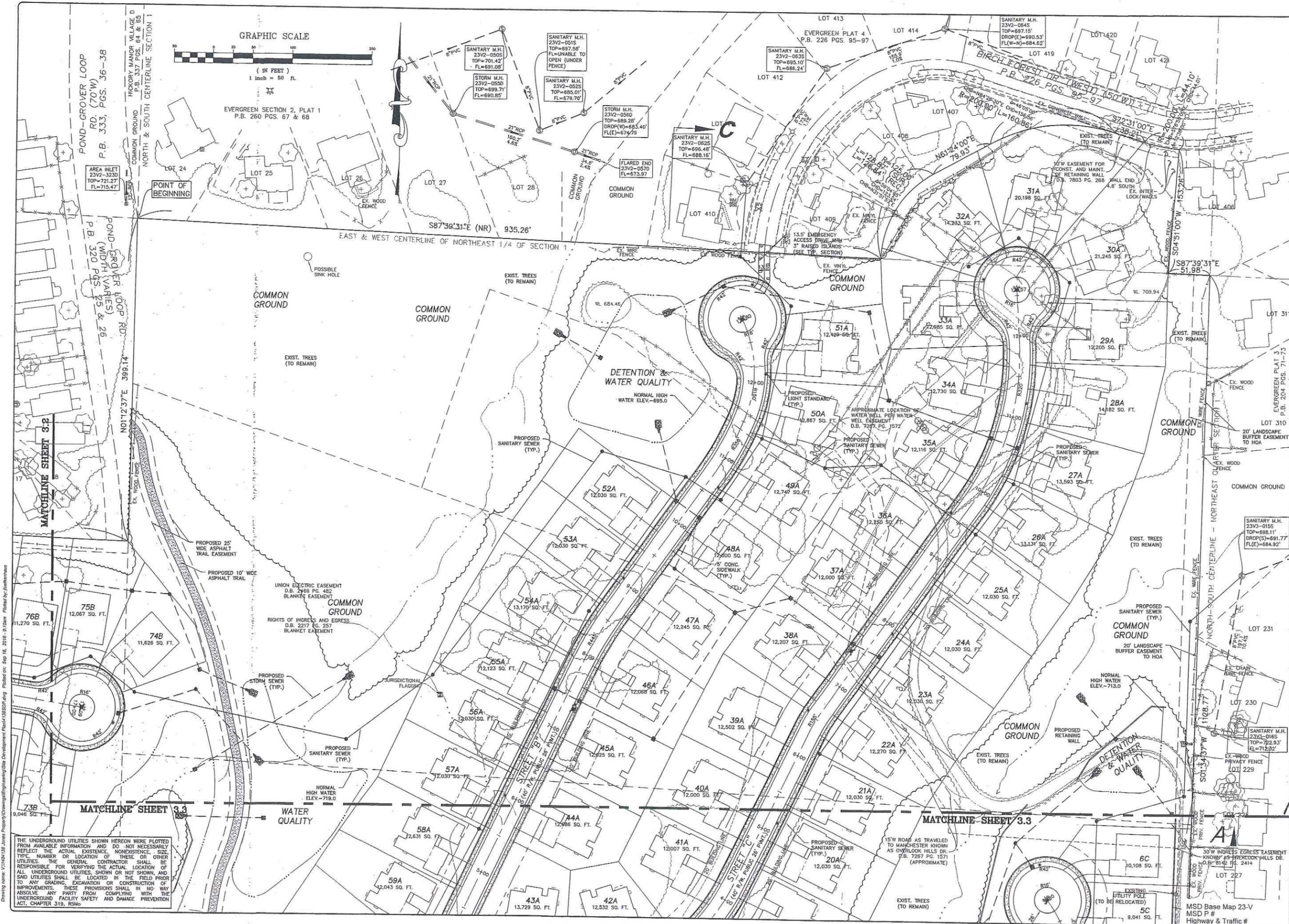
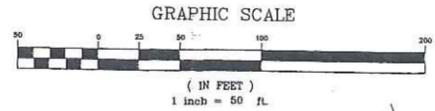
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The Villages at Brightleaf
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 SITE DEVELOPMENT PLAN

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Job Number
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 Date
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 Drawn: SL
 Checked: SL
 Sheet
3.3
 MSD Base Map 23-V
 Highway & Traffic #



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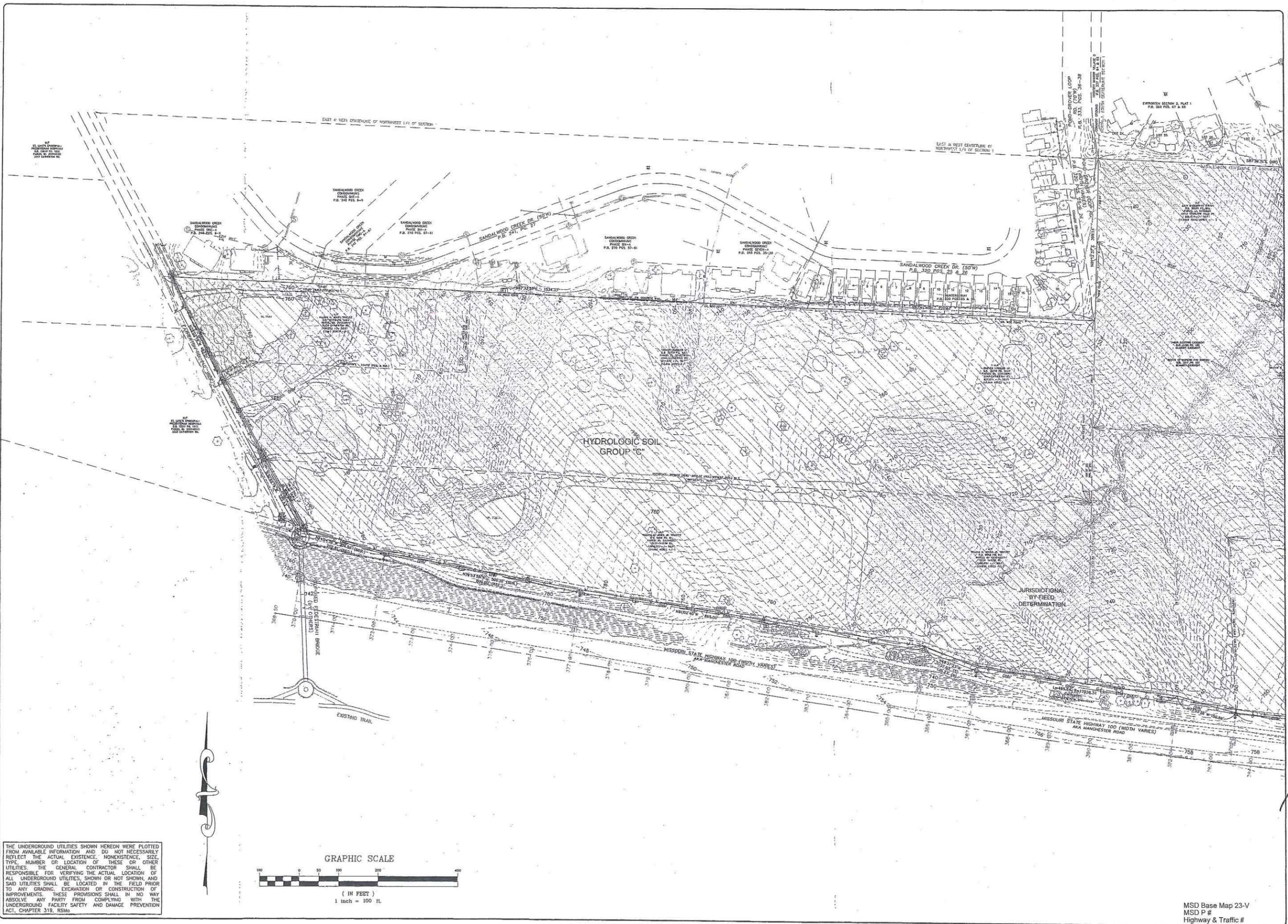
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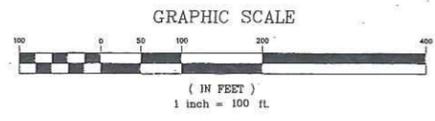


MSD Base Map 23-V
 Highway & Traffic #



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Fischer & Frichtel Custom Homes, LLC
and Consort Homes, LLC
 16640 CHESTERFIELD GROVE ROAD, SUITE 130
 CHESTERFIELD, MISSOURI 63005
 Ph. 636-770-7300

THE STERLING CO.
ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph 314-487-0440 Fax 314-487-8944
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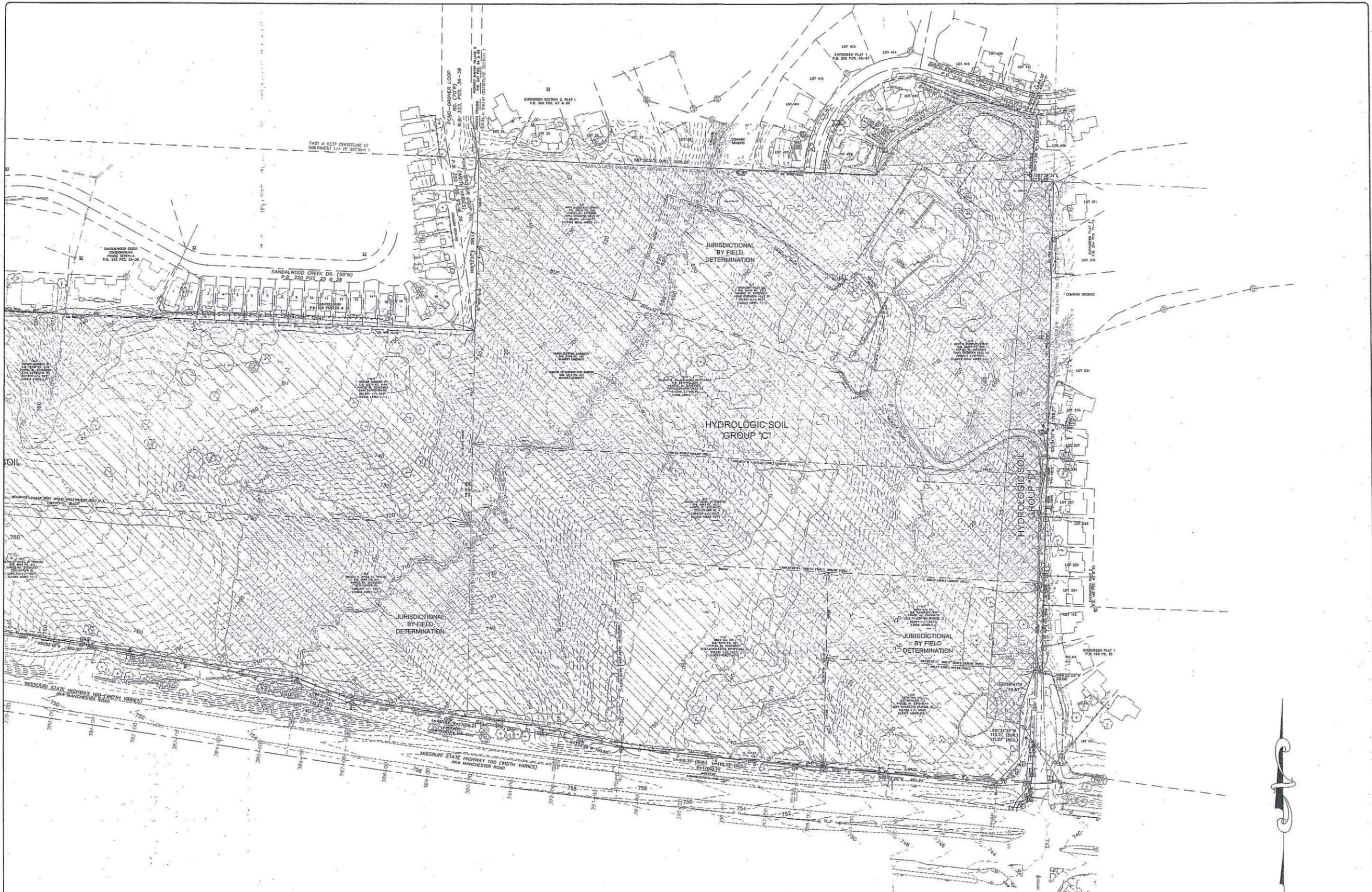
The Villages at Brightleaf
 Wilkwood, Missouri
 SITE DEVELOPMENT PLAN
 NATURAL RESOURCES MAP



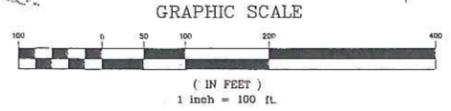
Date: 09/16/2016
 MICHAEL G. BOERDING
 License No. E-28643
 Civil Engineer

Job Number: 14-04-138
 Date: Sept. 16, 2016
 Designed: MF Sheet
 Drawn: SL 4.1
 Checked: SL SDP

MSD Base Map 23-V
 MSD P #
 Highway & Traffic #



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



MSD Base Map 23-V
 MSD P #
 Highway & Traffic #

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3	6-14-2016 DEVELOPER REVISIONS
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 and Consort Homes, LLC
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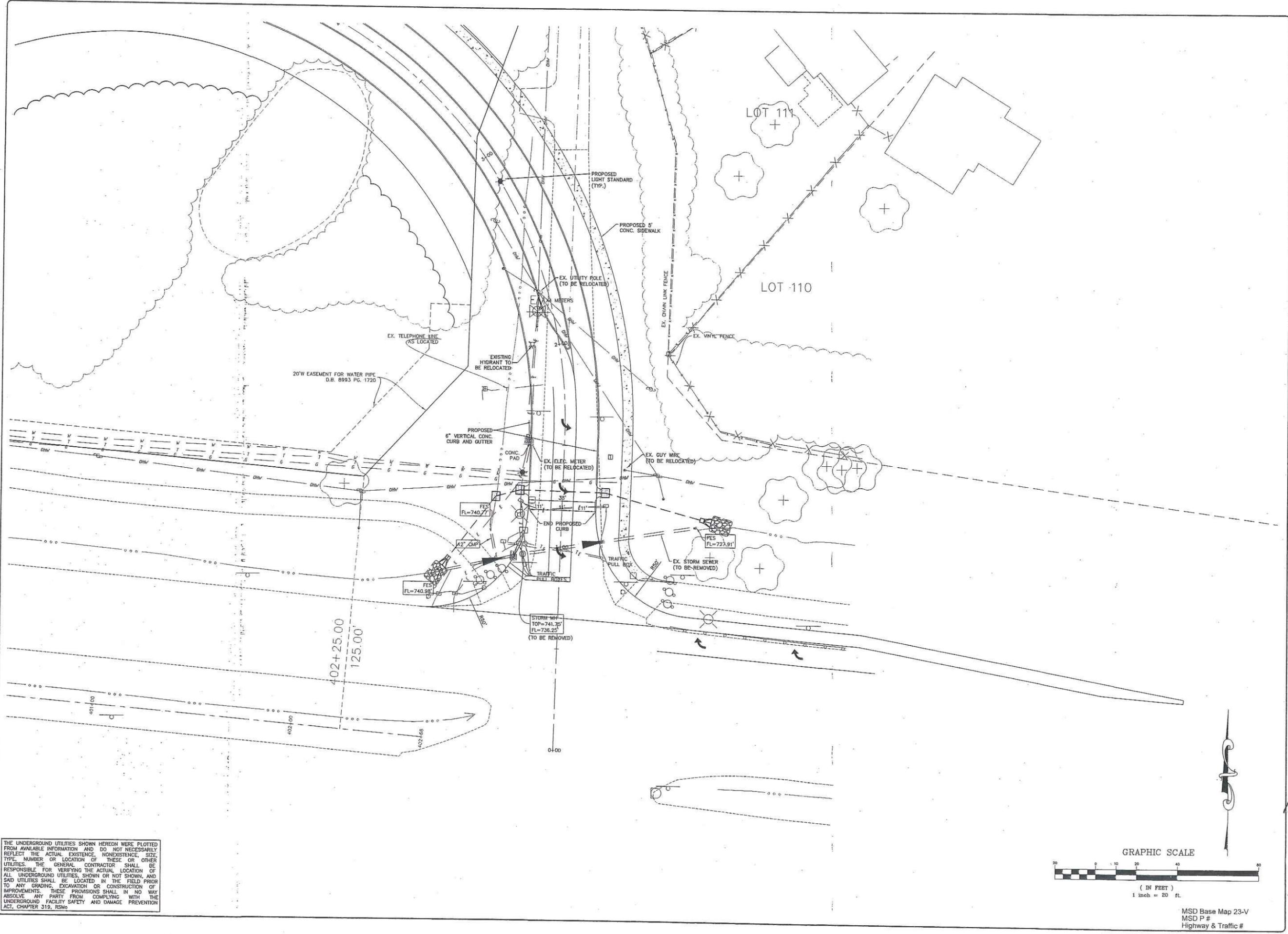
THE **STERLING** CO.
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 6065 New Baumgartner Road
 St. Louis, MO 63112
 Ph 314-487-8944
 www.sterling-eng-survey.com
 Corporate Certificate of Authority #001348

The Villages at Brightleaf
 Wildwood, Missouri
 SITE DEVELOPMENT PLAN
 NATURAL RESOURCES MAP

The Professional Engineer's seal and signature shall be the only seal and signature allowed on this plan. The seal and signature shall be placed on this plan. The seal and signature shall be placed on this plan. The seal and signature shall be placed on this plan.

Michael G. Boerding
 MICHAEL G. BOERDING
 License No. E-28643
 Civil Engineer

Date: 09/16/2016
 Job Number: 14-04-138
 Date: Sept. 16, 2016
 Designed: MF Sheet
 Drawn: SL 4.2
 Checked: SL SDP



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Drawing name: V11464138 Jones Property Drawings Engineering Site Development Plan 11850 DP.dwg Plotted on: Sep 16, 2016 9:05am Plotted by: jahrenhaus

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Ph. 636-770-7300

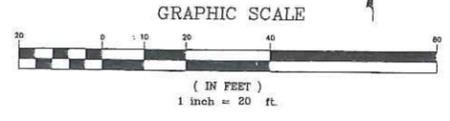
THE **STERLING** CO.
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5065 New Baumgartner Road
St. Louis, MO 63112-127-8944
Ph 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com
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The Villages at Brightleaf
Winwood, Missouri
SITE DEVELOPMENT PLAN
ENTRANCE DETAIL

The Professional Engineer's seal and signature shall be placed on this sheet and shall be the responsibility of the engineer. All other information shown on this sheet is the property of the engineer and shall not be reproduced or used in any way without the written consent of the engineer. The engineer shall be held responsible for the accuracy of the information shown on this sheet and shall be held liable for any errors or omissions.

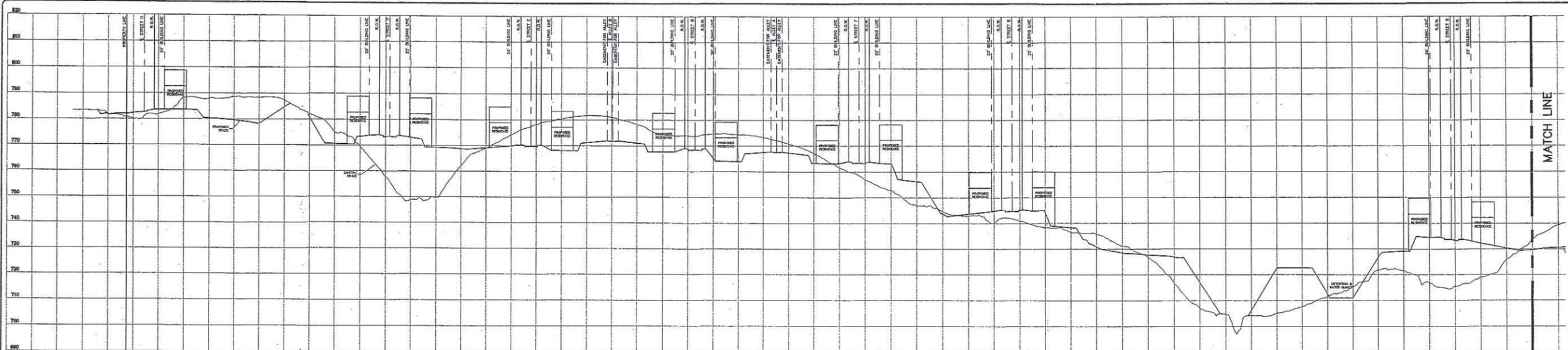
Michael S. Boerding
MICHAEL S. BOERDING
License No. E-28643
Civil Engineer

Job Number
14-04-138
Date
Sept. 16, 2016
Designed: MF Sheet
Drawn: SL 5.1
Checked: SL SDP

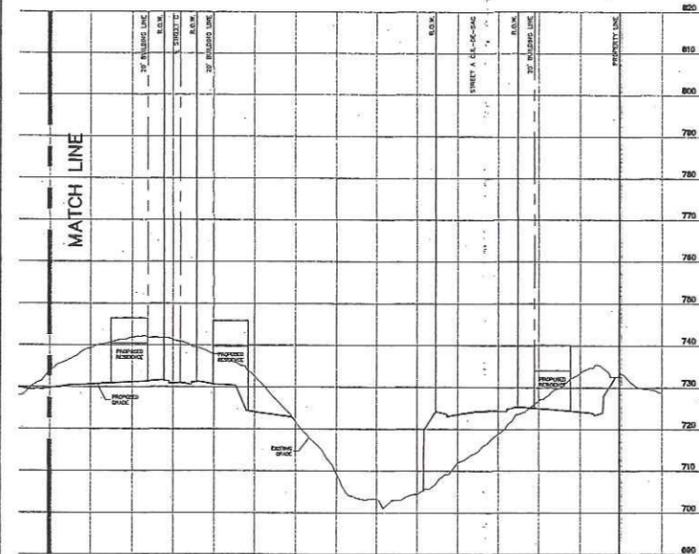


MSD Base Map 23-V
MSD P #
Highway & Traffic #

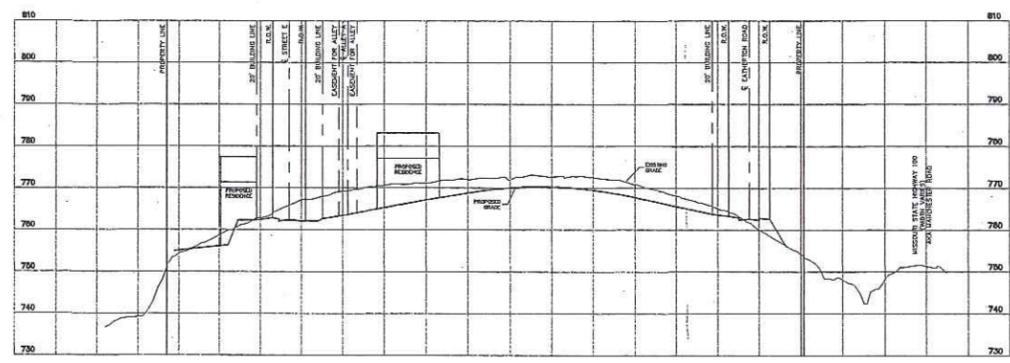
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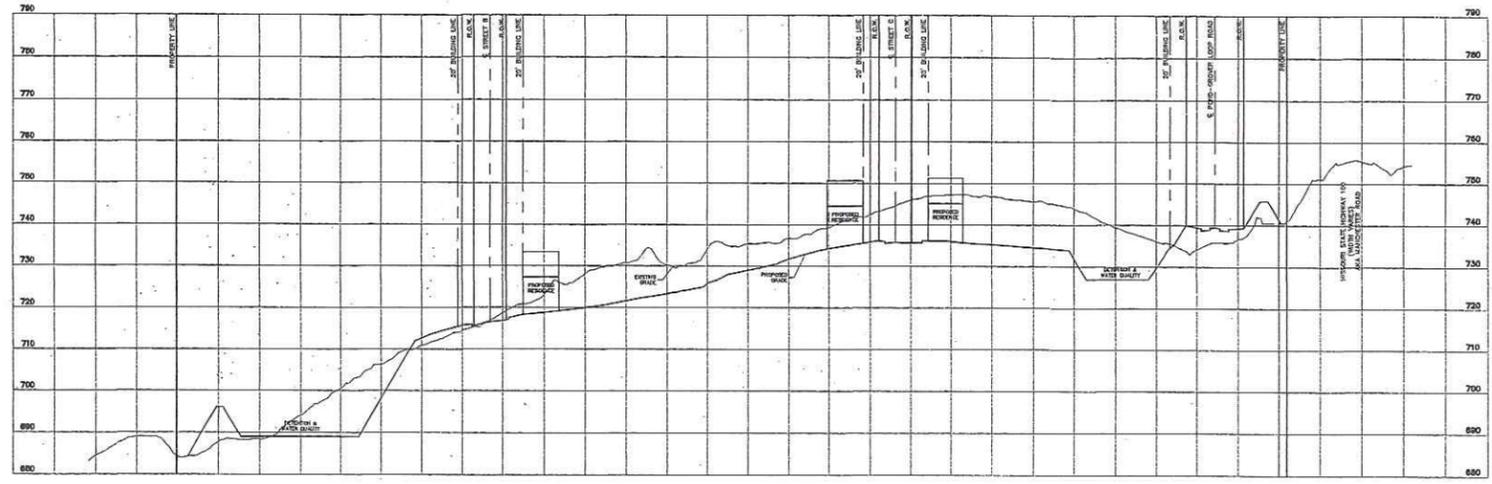
SECTION A-A



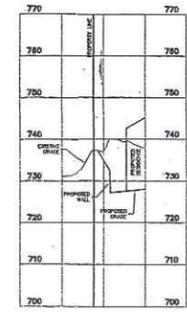
SECTION A-A
CONTINUED



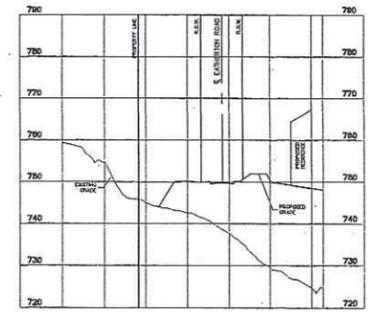
SECTION B-B



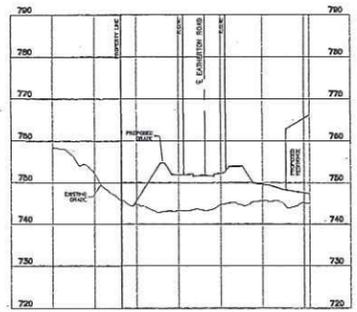
SECTION C-C



SECTION D-D



SECTION E-E



SECTION F-F

MSD Base Map 23-V
MSD P #
Highway & Traffic #

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The Villages at Brightleaf
Wildwood, Missouri
SITE DEVELOPMENT PLAN
SITE SECTIONS

The Professional Engineer's seal and signature are used to certify that the design complies with the applicable laws and regulations. The Engineer's seal and signature are required for all documents submitted to the City of St. Louis for review and approval. The Engineer's seal and signature are required for all documents submitted to the City of St. Louis for review and approval. The Engineer's seal and signature are required for all documents submitted to the City of St. Louis for review and approval.

Michael G. Boerding
Date: 09/16/2016
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

Job Number
14-04-138
Date
Sept. 16, 2016
Designed: MF
Drawn: SL
Checked: SL
Sheet
6.1
SDP

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
A1	734.0	734.0	0.0	2.0	43.6	87
A2	734.0	730.0	4.0	2.0	42.6	85
A3	734.0	734.0	0.0			
TOTALS					86	172

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
B1	749.6	749.0	0.6	1.3	48	60
B2	755.4	753.5	1.9	4.1	66.7	270
B3	761.0	754.8	6.2	5.8	62.2	361
B4	759.5	754.1	5.4	8.4	62.2	526
B5	758.1	746.6	11.5	16.6	62.2	1033
B6	756.8	735.1	21.7	16.6	62.2	1033
B7	755.6	744.1	11.5	7.1	62.2	439
B8	754.5	751.9	2.6	1.4	20.7	29
B9	754.1	753.9	0.2			
TOTALS					446	3749

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
C1	736.1	736.0	0.1	0.5	30.5	15
C2	734.0	733.1	0.9	3.1	90.3	284
C3	730.0	724.6	5.4	6.7	50.8	340
C4	729.2	721.2	8.0	7.2	15.4	111
C5	728.0	721.6	6.4	4.6	31	144
C6	726.0	723.1	2.9	1.4	18.8	27
C7	725.0	725.0	0.0			
TOTALS					237	922

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
D1	744.0	744.0	0.0	1.9	26.8	50
D2	744.0	740.3	3.7	3.9	50.8	196
D3	744.0	740.0	4.0	2.1	45.9	94
D4	744.0	743.9	0.1			
TOTALS					124	339

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
E1	732.0	732.0	0.0	1.0	13.2	13
E2	732.0	730.0	2.0	2.8	4.5	12
E3	732.0	728.5	3.5	3.5	74.1	259
E4	732.0	728.5	3.5	3.5	23.3	82
E5	732.0	728.5	3.5	3.5	96.2	337
E6	732.0	728.5	3.5	2.8	4.8	13
E7	732.0	730.0	2.0	1.0	3.2	3
E8	732.0	732.0	0.0			
TOTALS					219	720

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
F1	708.3	707.4	0.9	1.6	7.9	13
F2	709.7	707.4	2.3	3.7	33.2	121
F3	709.7	704.7	5.0	4.8	33.6	160
F4	709.7	705.2	4.5	2.3	22.7	51
F5	704.8	704.8	0.0			
TOTALS					97	344

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
G1	722.0	722.0	0.0	2.5	65	163
G2	722.0	717.0	5.0	7.0	39	273
G3	722.0	713.0	9.0	7.8	7.5	59
G4	720.0	713.4	6.6	9.6	84	802
G5	720.0	707.5	12.5	12.2	28	340
G6	718.0	706.2	11.8	11.3	14.5	164
G7	716.0	705.2	10.8	10.0	11.8	118
G8	714.0	704.8	9.2	8.6	11	95
G9	712.0	704.0	8.0	7.5	16	120
G10	710.0	703.0	7.0	5.8	14.4	83
G11	708.0	703.5	4.5	2.8	22.6	62
G12	704.0	703.0	1.0			
TOTALS					314	2278

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
J1	714.0	713.9	0.1	2.1	12.2	25
J2	714.0	710.0	4.0	5.5	17.4	96
J3	714.0	707.0	7.0	7.0	50.5	354
J4	714.0	707.0	7.0	6.3	51	319
J5	714.0	708.5	5.5	4.8	5.6	27
J6	714.0	710.0	4.0	2.0	11.9	24
J7	714.0	714.0	0.0			
TOTALS					149	843

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
K1	740.0	739.5	0.5	1.1	41.7	46
K2	738.8	737.1	1.7	2.7	62.2	171
K3	736.8	733.0	3.8	4.5	62.2	283
K4	734.5	729.2	5.3	5.3	62.2	333
K5	731.8	726.4	5.4	4.8	62.2	302
K6	728.3	724.0	4.3	2.2	62.2	137
K7	724.0	723.9	0.1			
TOTALS					353	1271

ID Point	Top Wall Elevation	Bottom Wall Elevation	Wall Height (ft)	Average Wall Height (ft)	Length (ft)	Area (sff)
L1	718.0	718.0	0.0	1.4	44.5	62
L2	718.0	715.2	2.8	1.5	44.7	67
L3	718.0	717.8	0.2			
TOTALS					89	129

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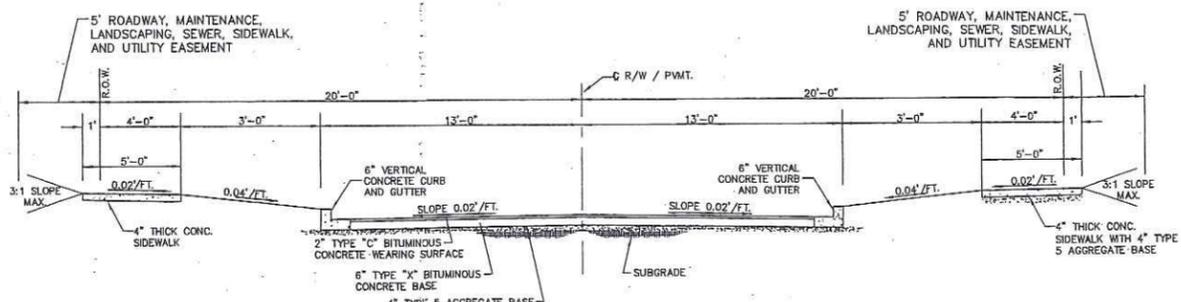
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The Villages at Brightleaf
 Wildwood, Missouri
 SITE DEVELOPMENT PLAN
 WALL SCHEDULE

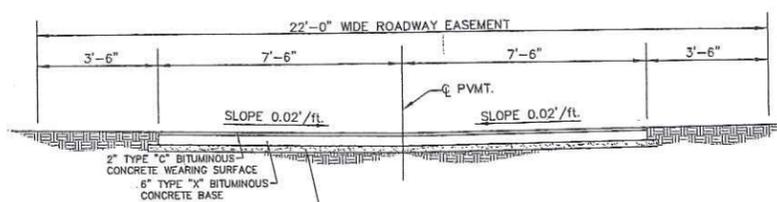
The Professional Engineer's seal and signature shall be placed on this plan only. The engineer shall not be responsible for the design of any other structures or utilities not shown on this plan. The engineer shall not be responsible for the design of any other structures or utilities not shown on this plan. The engineer shall not be responsible for the design of any other structures or utilities not shown on this plan.

Michael G. Boerding
 MICHAEL G. BOERDING
 License No. E-28643
 Civil Engineer

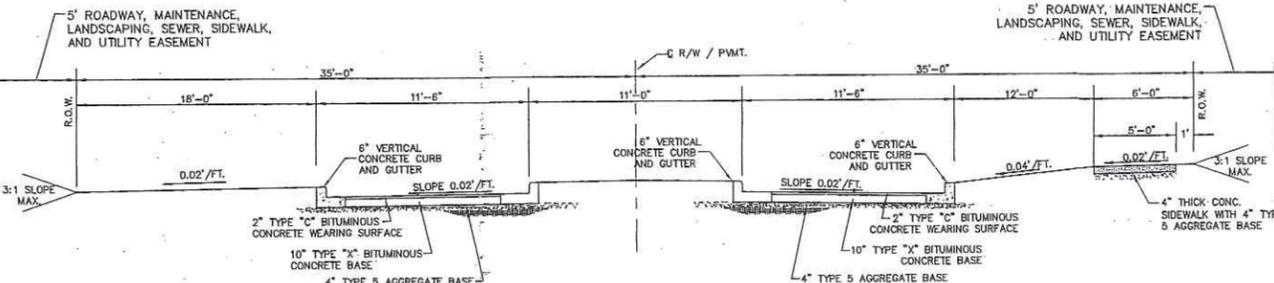
Date: 09/16/2016
 Job Number: 14-04-138
 Date: Sept. 16, 2016
 Designed: MF
 Drawn: SL
 Checked: SL
 Sheet: 7.1
 SDP



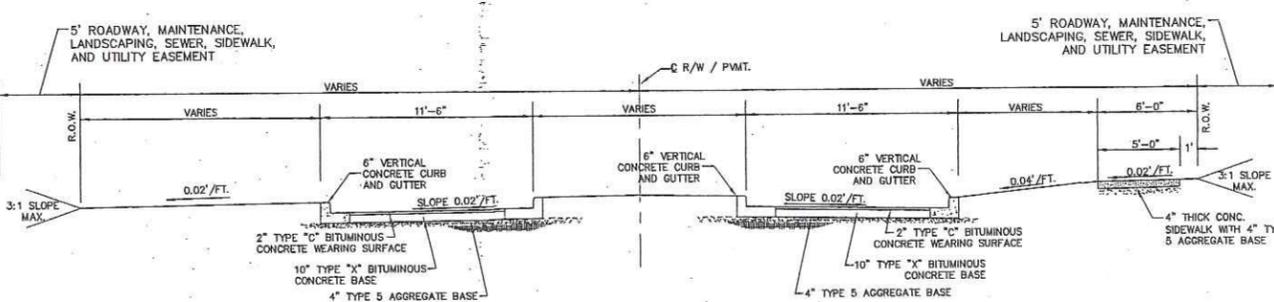
TYPICAL PVMT. SECTION
(26' PAVEMENT / 40' R.O.W.)
N.T.S.



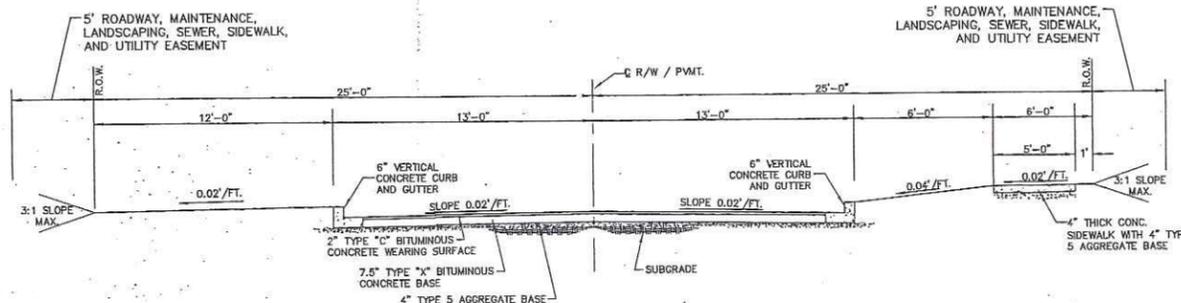
TYPICAL ALLEY PAVEMENT SECTION
(15' PAVEMENT / 22' ROADWAY EASEMENT)



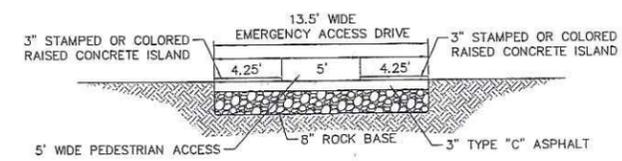
"EATHERTON ROAD"
STA. 0+00.00 TO STA. 7+48.75
TYPICAL PVMT. SECTION
(70' R.O.W.)
N.T.S.



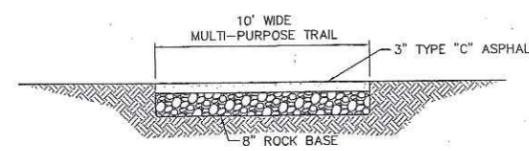
"EATHERTON ROAD"
STA. 7+48.75 TO STA. 9+16.42
TYPICAL PVMT. SECTION (TAPER)
(VARIABLE R.O.W.)
N.T.S.



"EATHERTON ROAD"
STA. 9+16.42 TO STA. 42+85.00
TYPICAL PVMT. SECTION
(26' PAVEMENT / 50' R.O.W.)
N.T.S.



12.5 ft. EMERGENCY ACCESS DRIVE
N.T.S.



MULTI-PURPOSE TRAIL
N.T.S.

Approval Drawing
Light Std: F144-L-P460-2-MCD-4PA-12

Diffuser Type: Clear
Diffuser Material: Acrylic U.V. stabilized
Optical System: Segmented reflector type III
Luminaire Housing: The whole luminaire is made of cast aluminum. Top is hinged for easy access to lamp and ballast.
Ballast: MH high power factor mounted on removable plate. A quick disconnect wiring system allows for fast easy ballast maintenance.
Voltage - 100V (M4)
Voltage - 120V
Socket - Medium (E17)
Outlets: Decorative Chimey
Pole: Extruded 4" OD aluminum with 0.125" wall thickness.
Base Cover: Two-piece Square cast Aluminum.
Anchor Bolts: 4 galvanized 19mm (3/4") x 609 mm (24") long. A bolt circle template is supplied by HCI.
Bolt Circle: 8-1/2"
Finish: Electrostatically applied, in-moment polyester powder-coat finish.
Colour: RAL 9011 (Black-Textured)

Lighting & Pole Supplier
Brian Brader
Sandy Bright Ideas, Inc.
office: (314) 718-1488
brian@sbri.com

Date: SEP 15 2015 Drawing No: 15003-V7
Model: F144-L-CAC-100V-4-120V-SR-3-CH
Pole: P430-2-4PA-11-121
Project: Wildwood Residential - 410
Type: SDI
Please Note: Fabrication and shop work shall be done in accordance with the approved specifications and returned to HCI.

HCI
1200 Fenelon Dr., Mississauga, Ontario, Canada L4W 1A4
www.hci.ca

LIGHT DETAIL TO BE USED ON LIGHTS SHOWN ON POND-GROVER LOOP ROAD ONLY. ALL OTHER LIGHTS SHOWN WILL BE DECORATIVE STREET LIGHTS FROM LIST PROVIDED BY AMEREN UE.

Approval Drawing
Pole Std: P430-2-4PA-11

Street Sign: The street sign frame shall be a one-piece aluminum casting with a solid backing and a 1" thick border. The sign frame shall clamp around the pole secured with four 3/8" hex head bolt.
Traffic Sign: The traffic sign frame shall be a one-piece aluminum casting with a solid backing and a 1" thick border. The traffic sign shall be octagonal and clamp around the pole secured with four 3/8" hex head bolt.
Pole: Extruded aluminum, thickness 0.125".
Base Cover: Two-piece cast aluminum attached to shaft by 4 S.S. set screws.
Anchor bolts: 4 galvanized 19mm (3/4") x 610 mm (24") long. A bolt circle template is supplied by HCI.
Anchor Circle: 17"
Finish: Electrostatically applied in-moment polyester powder coat finish.
Color: RAL 9011 (Black)

Lighting & Pole Supplier
Brian Brader
Sandy Bright Ideas, Inc.
office: (314) 718-1488
brian@sbri.com

Date: DEC 09 2013 Drawing No: 13703-V1
Model: P430-2-4PA-11-RAL9011-STREETSIGN
Project: WILDWOOD STREET
Pole: SDI, MO
Please Note: Fabrication and shop work shall be done in accordance with the approved specifications and returned to HCI.

HCI
1200 Fenelon Dr., Mississauga, Ontario, Canada L4W 1A4
www.hci.ca

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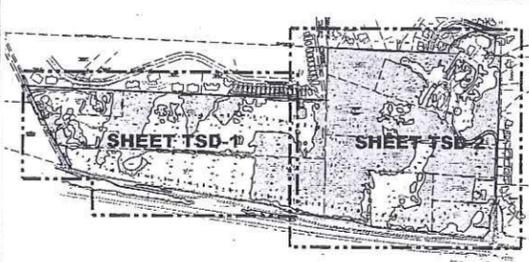
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The Villages at Brightleaf
Wildwood, Missouri
SITE DEVELOPMENT PLAN
DETAILS

Date: 09/16/2016
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

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Checked: SL	SDP

MSD Base Map 23-V
MSD P #
Highway & Traffic #



KEY PLAN
N.T.S.

- KEY
- Existing Grand Tree
 - Existing Individual Tree
 - Existing Woodland Canopy
 - BAF-10 Study Sample Plot



MATCHLINE:
SEE SHEET TSD-1

TREE STAND DELINEATION PLAN
SCALE 1" = 60'



Jerold Saunders - Landscape Architect
MO License # LA-007
Consultants:

The Villages at Bright Leaf

Wildwood, Missouri

Revisions:

Date	Description	No.

Drawn: JB
Checked: JAS

loomisAssociates

Landscape Architects/Planners
10000 N. Main Street, Suite 100
Wildwood, MO 64095
Phone: 417-335-1000
Fax: 417-335-1001
www.loomisassociates.com

Loomis Associates Inc.
Missouri State Chairman of Authority # LAC 000019

Sheet Title: Tree Stand Delineation Plan

Sheet No: TSD-2

Date: 05/11/16
Job #: 643.006

Trees Inventory
Prepared under direction of:
Brian Bage
Certified Arborist MW-5033A

ID	Tree Species	DBH	Canopy Diam.	Condition Rating	Comment
1	Elm	35	50	2	some trunk decay at 4'
2	Sycamore	26	50	2	UTIL. Immed
3	Cottonwood	34	50	2	
4	White Ash	27	50	3	
5	Red Oak	27	40	2	
6	White Pine	20	25	3	
7	White Pine	24	30	2	broken lower limbs
8	Red Oak	24	60	2	some deadwood
9	Shingle Oak	25	50	2	ivy
10	Red Oak	25	60	3	
11	Red Oak	24	60	3	
12	Hickory	24	60	4	
13	Elm	24	50	3	
14	Elm	24	50	3	
15	White Oak	30	60	2	fork at 5'
16	Red Oak	25	50	2	
17	White Oak	25	60	2	some deadwood
18	Hickory	30	60	2	dork at 6'
19	White Oak	26	70	2	some deadwood
20	White Oak	37	70	2	fork at 5'
21	Hickory	24	50	3	
22	Sassafras	28	40	3	
23	Silver Maple	46	60	2	some deadwood
24	Hickory	25	40	2	fence
25	Red Oak	28	50	3	
26	Red Oak	26	70	3	fork at 4'
27	Red Oak	24	60	2	fork at 4', fence
28	White Oak	28	60	3	vines
29	Shingle Oak	26	60	3	
30	Cedar	20	25	3	vines
31	Elm	43	80	3	vines
32	Elm	26	50	2	
33	Shingle Oak	24	50	2	fork at 4'
34	White Oak	36	70	3	
35	Elm	25	60	3	lower deadwood
36	Shingle Oak	39	70	2	
37	Elm	30	70	3	
38	Elm	24	60	3	some deadwood
39	Shingle Oak	30	60	3	deadwood
40	Shingle Oak	25	60	2	
41	Shingle Oak	28	50	3	
42	White Oak	25	50	3	
43	Red Oak	25	50	2	
44	White Oak	24	50	3	
45	White Oak	25	50	3	
46	White Oak	34	60	2	lower deadwood
47	White Oak	29	70	2	some deadwood
48	White Oak	28	60	3	
49	Shingle Oak	24	60	2	lower deadwood
50	White Pine	20	35	3	
51	Shingle Oak	24	60	2	
52	Shingle Oak	27	20	2	some deadwood
53	White Pine	26	50	3	
54	Shingle Oak	27	40	3	
55	White oak	20	50	2	vines
56	Shingle Oak	27	30	2	
57	Catalpa	27	50	2	
58	Pin Oak	29	60	3	
59	Cedar	20	30	3	
60	Red Oak	34	60	2	
61	Red Oak	24	50	2	
62	Red Oak	24	50	2	
63	Red Oak	28	50	2	

RATING: 1 = Poor
2 = Fair
3 = Good
4 = Excellent

Report	Value
A. Increase of Stand	4%
B. Foresty Type	Oak-Hickory Hardwood
C. Dominant species	Red and White Oaks, Shingle Oak, Hickory
D. Density per acre	172% of 2.5" DBH or greater
E. Avg. Canopy diameter	19.2'
F. Avg. overstory DBH	17.8"
G. % of dominant species	24% Red and White Oaks, 24% Hickory, 14% Shingle Oak
H. Unusual vegetation	Bush Honeysuckle, Gooseberry, Multiflora Rose, Trumpet Honeysuckle, Virginia Creeper, Wintercreeper, May Apple
I. Apparent health problems:	Deadwood

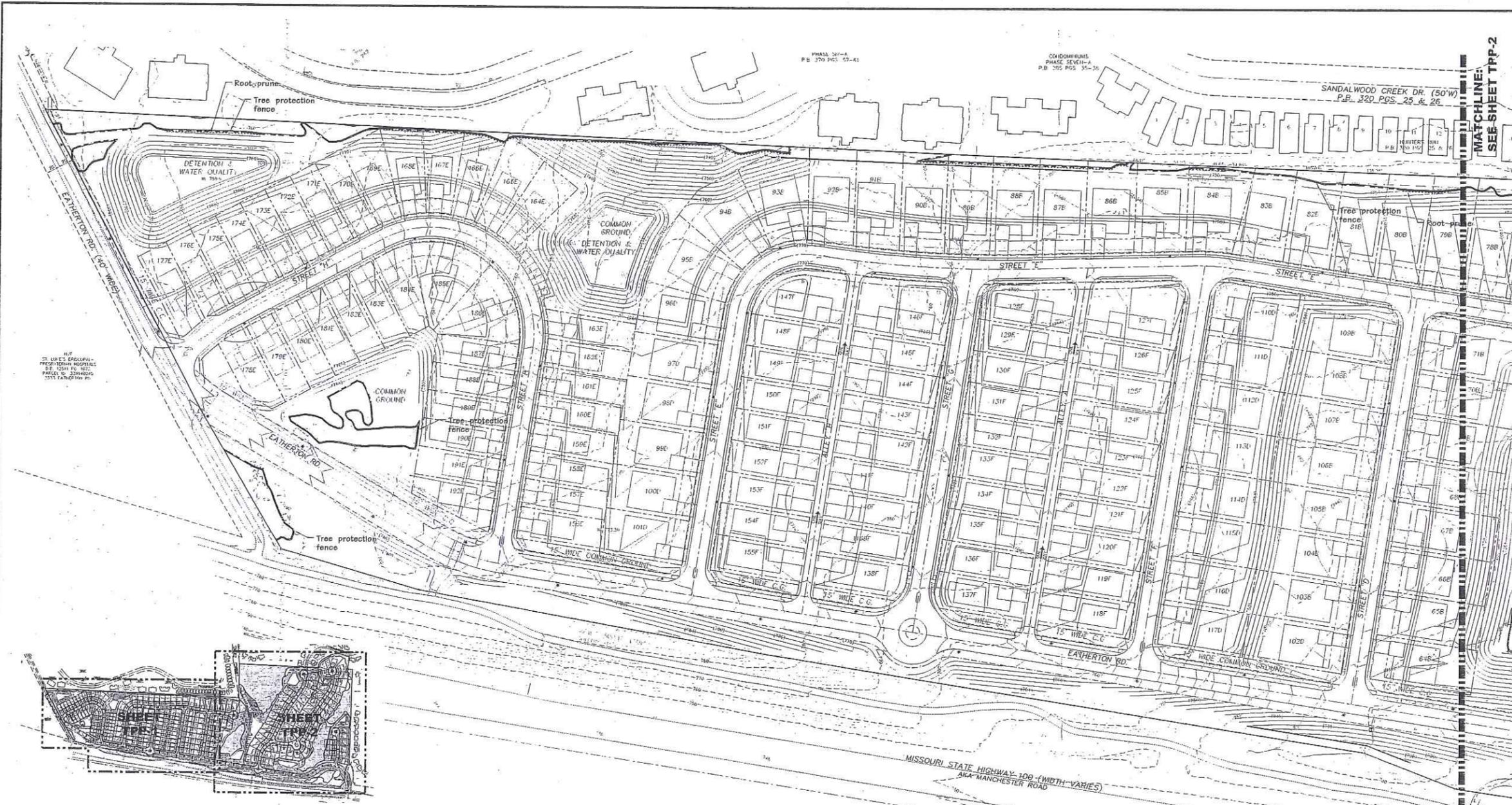
BAF-10 Data:
Average Tree Basal Area (Sq.Ft.) / Basal Area per Acre (Sq.Ft.)

SP1: 0.593 / 1718.69
SP2: 0.633 / 1835.00
SP3: 0.307 / 1260.89
SP4: 0.386 / 1159.11
SP5: 0.443 / 753.47
SP6: 0.514 / 1079.89
SP7: 0.542 / 1355.32
SP8: 0.466 / 1070.89
SP9: 0.320 / 959.90

Total: 0.467 / 1327.34

Plot #	ID	Tree Species	DBH	Canopy Diam.	Condition Rating	Comment
SP1	100	Hickory	14	35	3	
SP1	101	White Oak	14	35	2	
SP1	102	Red Oak	24	45	2	
SP1	103	White Oak	5	15	2	
SP1	104	Hickory	12	30	3	
SP1	105	Red Oak	14	30	2	
SP1	106	Sassafras	5	20	3	
SP1	107	Hickory	10	35	3	
SP1	108	Red Oak	7	15	2	
SP1	109	Sassafras	7	15	2	
SP1	110	Sassafras	10	20	2	
SP1	111	Dogwood	3	15	3	
SP1	112	Hickory	4	20	3	
SP1	113	White Oak	5	12	3	
SP1	114	Hickory	14	40	3	
SP1	115	White Oak	10	20	2	fork at 2'
SP1	116	White Oak	10	30	3	
SP1	117	Sugar Maple	2.5	12	4	
SP1	118	Hackberry	2.5	10	3	
SP1	119	Hackberry	6	20	2	
SP1	120	Hickory	2.5	15	3	
SP1	121	Cedar	2.5	8	4	
SP1	122	Dogwood	5	15	2	
SP1	123	Dogwood	4	12	2	
SP1	124	Elm	3	12	2	
SP1	125	Hickory	30	60	2	
SP1	126	Cedar	4	8	2	
SP1	127	Hickory	2.5	8	2	
SP1	128	Sassafras	4	15	3	
SP2	129	White Oak	8	25	2	
SP2	130	White Oak	7	15	2	
SP2	131	White Oak	12	25	2	
SP2	132	Hickory	6	20	4	
SP2	133	Hickory	6	15	4	
SP2	134	Hickory	3	8	3	
SP2	135	White Oak	10	25	3	
SP2	136	White Oak	14	35	2	
SP2	137	Shingle Oak	22	40	2	
SP2	138	Shingle Oak	7	20	2	
SP2	139	White Oak	6	20	2	
SP2	140	Hickory	7	20	3	
SP2	141	Hickory	6	25	3	
SP2	142	Red Oak	12	40	2	
SP2	143	Hickory	4	15	3	
SP2	144	Hickory	16	35	3	
SP2	145	Hickory	2.5	6	3	
SP2	146	White Oak	6	20	3	
SP2	147	White Oak	10	40	3	
SP2	148	Hickory	6	20	4	
SP2	149	White Oak	20	35	3	
SP2	150	Red Oak	18	35	1	
SP2	151	Hickory	2.5	6	3	
SP2	152	Shingle Oak	12	30	2	
SP2	153	White Oak	6	20	3	
SP2	154	Shingle Oak	14	20	2	
SP2	155	White Oak	12	40	2	
SP2	156	White Oak	14	35	3	
SP2	157	Cedar	6	12	3	
SP3	158	Shingle Oak	12	20	3	
SP3	159	Shingle Oak	20	35	2	
SP3	160	Dogwood	2.5	12	3	
SP3	161	Shingle Oak	14	30	3	
SP3	162	Shingle Oak	12	30	2	
SP3	163	Shingle Oak	8	15	3	
SP3	164	Sassafras	8	20	2	
SP3	165	Sassafras	3	6	2	
SP3	166	Persimmon	8	15	3	
SP3	167	Persimmon	8	15	3	ivy
SP3	168	Sassafras	3	6	2	
SP3	169	Hickory	5	12	3	
SP3	170	Hickory	4	12	3	
SP3	171	Sassafras	3	6	2	
SP3	172	Sassafras	4	8	2	
SP3	173	Persimmon	5	6	3	
SP3	174	Cedar	5	8	2	
SP3	175	Shingle Oak	5	8	2	
SP3	176	Shingle Oak	14	40	2	
SP3	177	Cedar	6	20	2	
SP3	178	Shingle Oak	12	40	2	
SP3	179	Persimmon	3	6	3	
SP3	180	Shingle Oak	6	15	2	
SP3	181	Sassafras	6	0	0	
SP3	182	Sassafras	8	0	0	
SP3	183	Sassafras	8	0	0	
SP3	184	Sassafras	3	0	0	
SP3	185	Sassafras	6	0	0	
SP3	186	Sassafras	4	0	0	
SP3	187	Sassafras	5	6	1	
SP3	188	Elm	6	10	3	
SP3	189	Sassafras	4	10	3	
SP3	190	Elm	6	10	3	
SP3	191	Sassafras	8	0	0	
SP3	192	Sassafras	8	0	0	
SP3	193	Shingle Oak	6	20	2	
SP3	194	Sassafras	3	6	1	
SP3	195	Sassafras	4	8	2	
SP3	196	Sassafras	4	8	2	
SP3	197	Elm	3	10	2	
SP3	198	Elm	6	20	3	
SP4	199	Shingle Oak	24	60	3	
SP4	200	Hickory	8	25	3	
SP4	201	Hickory	6	20	3	
SP4	202	Hickory	6	20	3	
SP4	203	Hickory	4	8	3	
SP4	204	Hickory	4	8	3	
SP4	205	White Oak	12	35	2	
SP4	206	Sassafras	8	15	2	
SP4	207	Hickory	10	30	4	
SP4	208	Hickory	8	25	4	
SP4	209	Hickory	5	15	3	
SP4	210	Hickory	7	25	4	
SP4	211	Hickory	6	15	4	
SP4	212	Hickory	4	10	4	
SP4	213	Elm	5	15	2	
SP4	214	Shingle Oak	12	35	2	
SP4	215	Hickory	5	12	4	
SP4	216	Hickory	8	25	4	
SP4	217	Hickory	10	25	4	
SP4	218	Hickory	7	20	4	
SP4	219	Hickory	6	20	3	
SP4	220	Hickory	6	20	4	
SP4	221	Hickory	7	20	4	
SP4	222	White Oak	10	35	3	
SP4	223	White Oak	12	35	2	
SP4	224	Elm	6	25	2	
SP4	225	Shingle Oak	4	20	3	
SP4	226	Hickory	3	15	4	
SP4	227	Hickory	3	15	4	
SP4	228	Sassafras	4	10	2	

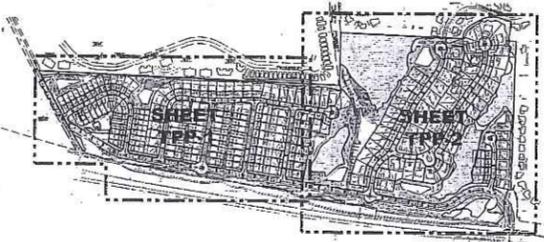
Plot #	ID	Tree Species	DBH	Canopy Diam.	Condition Rating	Comment
SP5	229	Hickory	6	20	3	
SP5	230	Hickory	14	35	2	
SP5	231	Hickory	4	8	3	
SP5	232	Shingle Oak	4	20	3	
SP5	233	Hickory	3	15	4	
SP5	234	Sassafras	4	10	2	
SP5	235	Elm	6	10	3	
SP5	236	Sassafras	6	12	2	
SP5	237	White Oak	12	35	2	
SP5	238	Sassafras	6	15	2	
SP5	239	Red Oak	18	35	1	
SP5	240	Hickory	2.5	8	3	
SP5	241	White Oak	14	35	2	
SP5	242	White Oak	10	30	3	
SP5	243	Sugar Maple	2.5	12	4	
SP5	244	Shingle Oak	14	20	2	
SP5	245	White Oak	12	40	2	
SP5	246	White Oak	10	25	3	
SP5	247	White Oak	14	35	2	
SP5	248	Shingle Oak	22	40	2	
SP5	249	Shingle Oak	7	20	2	
SP5	250	White Oak	6	20	2	
SP5	251	Cedar	5	8	3	
SP5	252	Cedar	7	8	4	
SP5	253	Cedar	8	8	3	
SP5	254	Cedar	4	8	4	
SP5	255	Hickory	4	8	3	
SP5	256	White Oak	12	35	2	
SP5	257	Cedar	6	20	2	
SP5	258	Sassafras	8	15	2	
SP5	259	Hickory	10	30	4	
SP5	260	White Oak	12	40	2	
SP5	261	White Oak	14	35	3	
SP5	262	Cedar	6	12	3	
SP5	263	Cedar	8	8	3	
SP5	264	Cedar	10	8	4	
SP5	265	Sassafras	5	6	2	
SP5	266	Elm	6	10	2	
SP7	267	Shingle Oak	14	30	3	
SP7	268	Shingle Oak	12	30	2	



9/16/16
 Jerad Saunders - Landscape Architect
 MO License # LA-007
 Consultants:

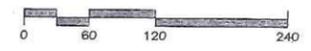
The Villages at Bright Leaf

Wildwood, Missouri



KEY PLAN
 N.T.S.

TREE PRESERVATION PLAN
 SCALE 1"=60'



- KEY
- Existing Grand Tree to remain
 - Existing Woodland Canopy to remain
 - Tree protection fence
 - Root pruning

Zone: Single-family residential

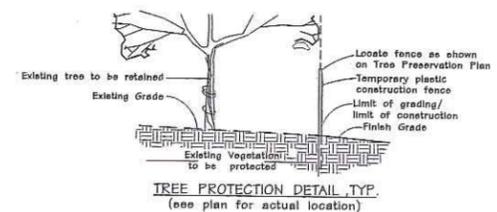
Site Area:	3,436,441 sq. ft.	or	78.88 Ac.
Existing Woodland Canopy:	2,090,744 sq. ft.	or	47.99 Ac.
Canopy Preservation Required:	30%	or	14.39 Ac.
Total Existing Canopy Preserved:	502,137 sq. ft.	or	11.52 Ac. (24.0%)
Tree Canopy Planted:	479,400 sq. ft.	or	11.00 Ac.
Total Tree Canopy Provided:	981,537 sq. ft.	or	22.52 Ac. (46.92%)
Proposed Units:	192		

TREE PROTECTION NOTES:

- 1) Preserved woodland canopy is delineated with shading. Grand Trees designated to be preserved shall be located by surveyor.
- 2) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators; construction supervisors; developer's representative; and city zoning inspector.
- 3) Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required. Where noted on plan, contractor to trench and root prune prior to any grading activity. Required siltation devices to be installed along limit of disturbance line.
- 4) No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed including the installation of tree protection fencing along all "Limit of Disturbance" lines shown on the plan.
- 5) Tree Protection Fencing shall be 4-foot high temporary plastic construction fence. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protected Woodland Area. Any proposed plantings shall be subject to the review and approval of the City Arborist. All ground plane shall be mulched with hardwood bark mulch. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the plan.
- 6) Tree protection measures to be maintained throughout construction sequence.

TREE PROTECTION ACTION KEY SEQUENCE:

- 1) Survey limit of disturbance.
- 2) Perform root pruning as shown on plan.
- 3) Install tree protection fencing.
- 4) Post tree protection signage on fence (No signs will be posted on trees).
- 5) Maintain tree protection area as an off-limits zone.



Revisions:

Date	Description	No.
9/16/16	Plan revisions	1

Drawn: BB
 Checked: JAS

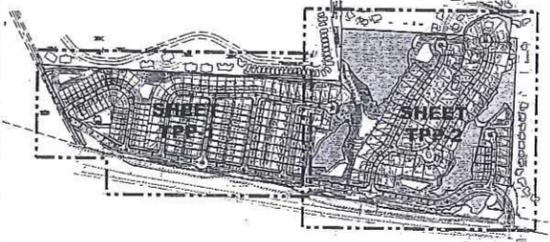
loomisAssociates

landscape architects/planners
 207 South 4th Street, Suite 105
 St. Louis, MO 63102
 Phone: 314.241.1111
 Fax: 314.241.1112
 www.loomisassociates.com

Loomis Associates Inc.
 Missouri State Certificate of Authority #: LAC #000018

Sheet Title: Tree Preservation Plan
 Sheet No: TPP-1

Date: 05/11/16
 Job #: 643.006



KEY PLAN
N.T.S.



- KEY
- Existing Grand Tree to remain
 - Existing Woodland Canopy to remain
 - Tree protection fence
 - Root pruning

TREE PRESERVATION PLAN
SCALE 1"=60'



Jenald Saunders - Landscape Architect
MO License # LA-007
Consultants:

The Villages at Bright Leaf

Wildwood, Missouri

Revisions:

Date	Description	No.
9/16/16	Plan revisions	1

Drawn: BB
Checked: JAS

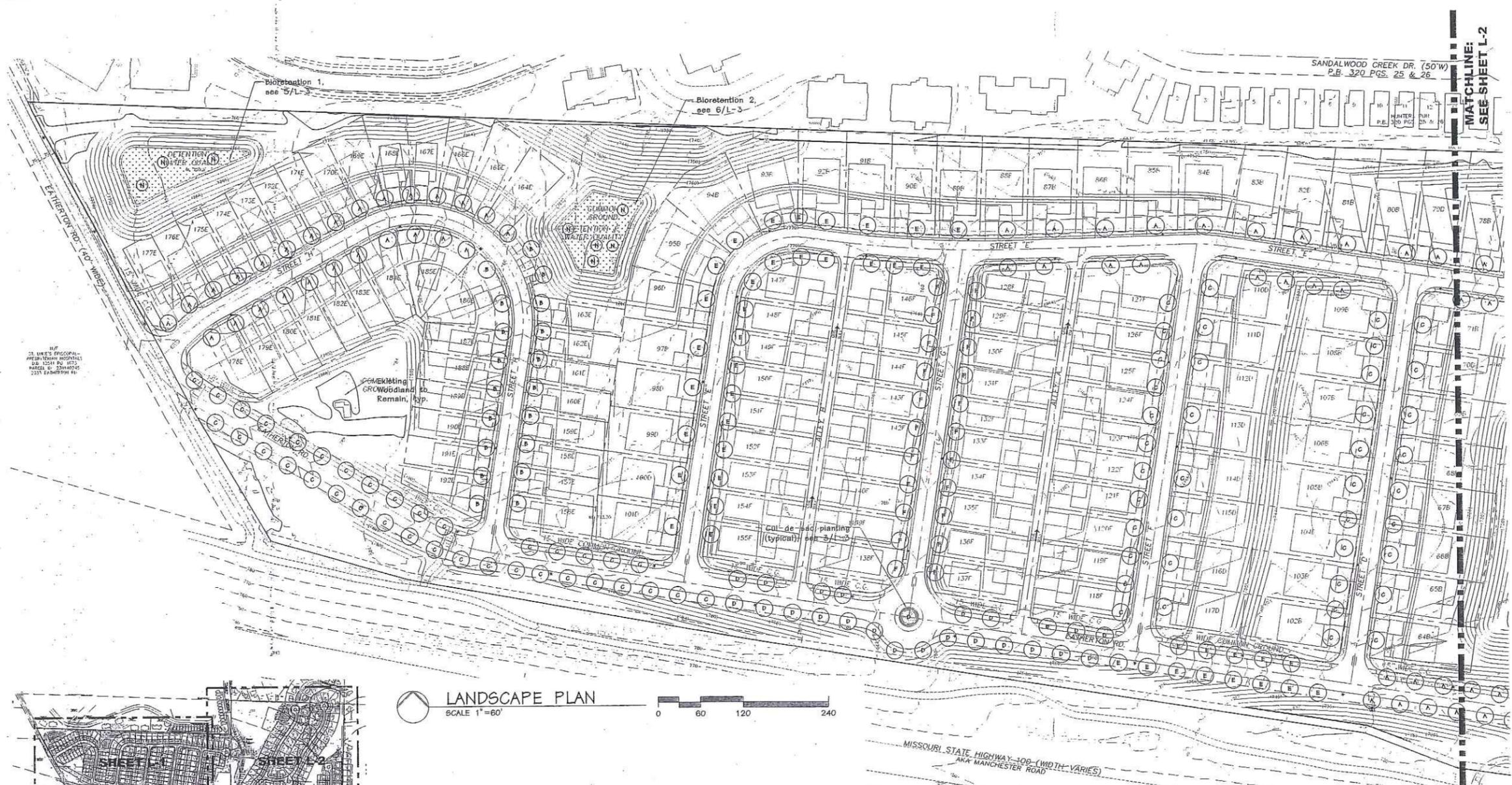
loomisAssociates

landscape architects/planners
20500 N. 10th Street
Suite 100
Overland Park, Kansas 66209-1009
www.loomisassociates.com

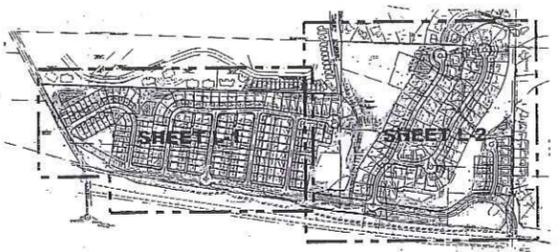
Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000019

Sheet Title: Tree Preservation Plan
Sheet No.: TPP-2

Date: 05/11/16
Job #: 643.006



MATCHLINE: SEE SHEET L-2



LANDSCAPE PLAN
 SCALE 1"=60'
 0 60 120 240

PLANTING SCHEDULE						
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	PERCENTAGE
STREET TREES						
A	110	Quercus rubra	Red Oak	2.5"	Deciduous	1000 sq.ft. 20.0%
B	67	Gleditsia triacanthos f. Inermis 'Skycole'	Skyline Honeylocust	2.5"	Deciduous	1000 sq.ft. 15.3%
C	114	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2.5"	Deciduous	1000 sq.ft. 20.0%
D	50	Acer rubrum 'Franseria'	Red Sumner Maple	2.5"	Deciduous	700 sq.ft. 10.7%
E	62	Quercus bicolor	Swamp White Oak	2.5"	Deciduous	1000 sq.ft. 20.0%
F	36	Taxodium distichum 'Mikelson'	Shawnee Brave Baldcypress	2.5"	Deciduous	700 sq.ft. 12.4%
448	TOTAL STREET TREES					=100%

PLANTING SCHEDULE				
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	COMMENTS
CUL-DE-SAC PLANTINGS				
M	6	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Deciduous, Understory
SHRUBS				
a	165	Buxus microphylla 'Winter Gem'	Winter Gem Boxwood	24-36" Evergreen shrub
b	66	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	24-36" Deciduous shrub
c	40	Physocarpus opulifolius 'Monlo'	Diablo Ninebark	24-36" Deciduous shrub
d	35	Rosa 'Radrazz'	Red Knockout Rose	24-36" Deciduous shrub

PLANTING SCHEDULE						
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	PERCENTAGE
BUFFERYARD TREES (EAST FL)						
E1	2	Quercus bicolor	Swamp White Oak	2"	Deciduous, Canopy	
E3	1	Quercus bicolor	Swamp White Oak	4"	Deciduous, Canopy	
G1	2	Tilia cordata	Littleleaf Linden	2"	Deciduous, Canopy	
G2	1	Tilia cordata	Littleleaf Linden	3"	Deciduous, Canopy	
H1	2	Pinus strobus	Eastern White Pine	6" HL	Evergreen	
H3	1	Pinus strobus	Eastern White Pine	10" HL	Evergreen	
J1	2	Pinus strobus	Norway Spruce	6" HL	Evergreen	
J2	1	Pinus strobus	Norway Spruce	6" HL	Evergreen	
K1	2	Cornus florida 'Cherokee Princess'	Cherokee Princess Flowering Dogwood	1.5"	Deciduous, Understory	
K2	1	Cornus florida 'Cherokee Princess'	Cherokee Princess Flowering Dogwood	2"	Deciduous, Understory	
L1	2	Cercis canadensis	Eastern Redbud	1.5"	Deciduous, Understory	
L3	1	Cercis canadensis	Eastern Redbud	2.5"	Deciduous, Understory	
BUFFERYARD SHRUBS (EAST FL)						
k	20	Viburnum x burkwoodii	Burkwood Viburnum	24"	Deciduous	
m	20	Ilex x meserveae 'Meedob/Mesog'	China Boy/Girl Holly	24"	Evergreen (1:3 ratio M/F)	
n	20	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	24"	Evergreen	

PLANTING SCHEDULE				
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	COMMENTS
BIORETENTION PLANTINGS				
N	15	Carpinus caroliniana 'JFS-KWG'	Native Flame Hornbeam	2" Deciduous, Understory
P	14	Chionanthus virginicus	Fringe Tree	2" Deciduous, Understory
SHRUBS				
r	263	Clethra alnifolia 'Ruby Spice'	Ruby Spice Summerweet	3 gal Deciduous shrub
s	365	Cornus erecta 'Ivanii'	Ivanii Red Twig Dogwood	3 gal Deciduous shrub
t	321	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	3 gal Deciduous shrub
u	44	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	3 gal Deciduous shrub
v	447	Itea virginiana 'Henry's Garnet'	Henry's Garnet Sweetgum	3 gal Deciduous shrub
PERENNIALS AND GRASSES				
aa	3753	Carex vulpinoidea	Fox Sedge	plug space 16" o.c.
bb	2320	Echinacea purpurea	Purple Coneflower	plug space 16" o.c.
cc	4975	Iris fulva	Copper Iris	plug space 16" o.c.
dd	2172	Liatris spicata 'Kolob'	Kolob Blazing Star	plug space 16" o.c.
ee	2558	Loebelia cardinalis	Cardinal Flower	plug space 16" o.c.
ff	2243	Monarda heterophylla	Deep Red Monarda	plug space 16" o.c.
gg	874	Festuca virgata 'Heavy Metal'	Heavy Metal Switchgrass	1 gal space as shown
hh	2867	Rudbeckia fulgida	Black-eyed Susan	plug space 16" o.c.

LANDSCAPE CALCULATIONS:
A) Street Trees
 1. Street trees shall be installed a minimum of every 40 LF of proposed lot frontage.
 17,241 LF ÷ 40 = 431 minimum street trees required

2. A maximum of forty percent (40%) of one (1) species may be utilized to meet planting requirements.

3. Street trees shall not be planted closer than three (3) feet to any curb.

B) Bufferyards
 1. Type "B" supplied along east property line as labeled on the plan
 (2 canopy trees, 2 evergreen trees, 2 understory trees, and 20 shrubs required per 150 LF)
 450 LF ÷ 150 LF bufferyard unit measurement = 3.0
 3 x 2 tree units = 6 = 6 canopy trees, 6 evergreen trees, and 6 understory trees
 3 x 20 shrub units = 60 = 60 shrubs

2. Required plant materials for bufferyards shall be planted in the following sizes and percentages:

Canopy Trees	Evergreen Trees	Understory Trees	Shrubs
10% 4" Caliper	10% 10' High	10% 2.5" Caliper	100% 2" High
20% 3" Caliper	20% 8' High	20% 2" Caliper	
70% 2" Caliper	70% 6' High	70% 1.5" Caliper	

- WILDWOOD GENERAL NOTES:**
- Individual homeowners must be notified at least one week prior to the installation of plants on lots that have an occupied dwelling.
 - Unless otherwise stipulated by specific requirements of the City of Wildwood Tree Manual, the landscaping shown on this plan must be planted in accordance with the latest edition of the Tree and Shrub Transplanting Manual published by the International Society of Arboriculture (P.O. Box GG, Savoy, IL 61874-9902)
 - All trees are to be located a minimum distance of 5' from all utility boxes, 5' from a storm drain inlet or manhole, 10' from a fire hydrant, 15' from public street lights, 5' from driveway aprons, 20' from any traffic control sign and at least 30' from any intersection.
 - Locations of street trees may be subject to change in order to avoid conflict with street lighting.
 - Any planting within a tree preservation area, as designated on the Tree Preservation Plan and shown on this plan, must be done to avoid any adverse impact to the roots of existing trees.
 - Plant substitutions are permitted with verbal or written approval from the City of Wildwood Planning Department.
 - All plant material will be reinspected for survival by the City of Wildwood Planning Department one year following installation and again two full growing seasons after planting.
 - All plants must meet standards of the latest edition of the American Standards for Nursery Stock sponsored by the Association of American Nurserymen.
 - No plant shall be located in areas of obvious poor drainage. If such conditions exist, contact the Landscape Architect immediately to relocate affected plant material.
 - Soil conditions must be tested, verified and adjusted by the landscape contractor to insure that appropriate soil composition and pH levels are suitable for plant material specified for that specific location.

Revisions:

Date	Description	No.

Drawn: LWH
 Checked: JAS

loomisAssociates
 Landscape Architects/Planners
 200 S. Main St., Suite 105
 Wildwood, Missouri 64497
 Phone: 660-337-1000
 Fax: 660-337-1001
 Email: info@loomisassociates.com

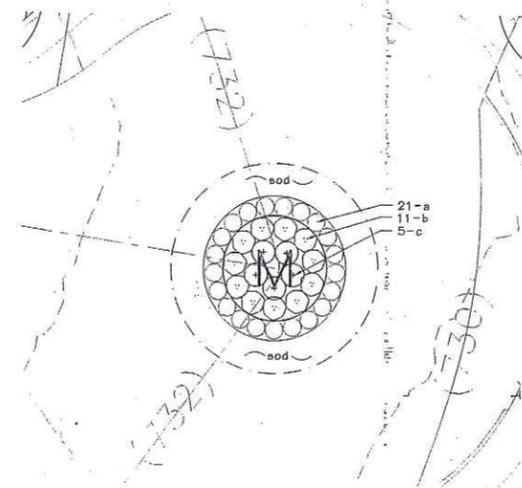
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 Sheet No: L-1
 Date: 9/16/16
 Job #: 043.006

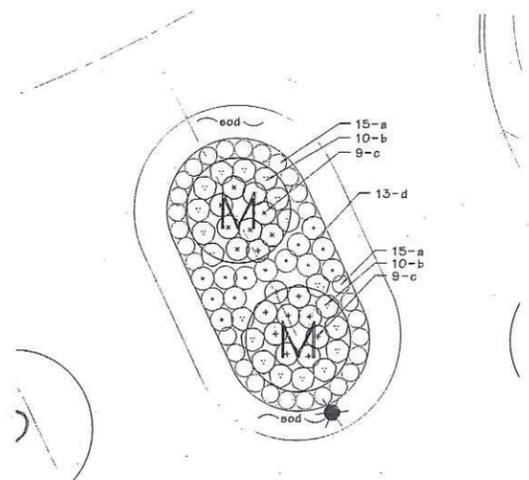


Jerold Saunders - Landscape Architect
MO License # LA-007

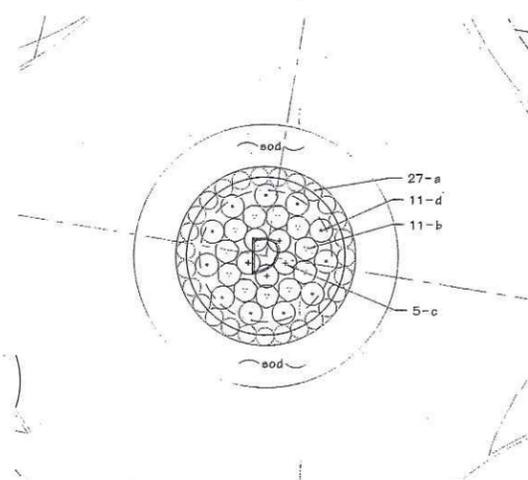
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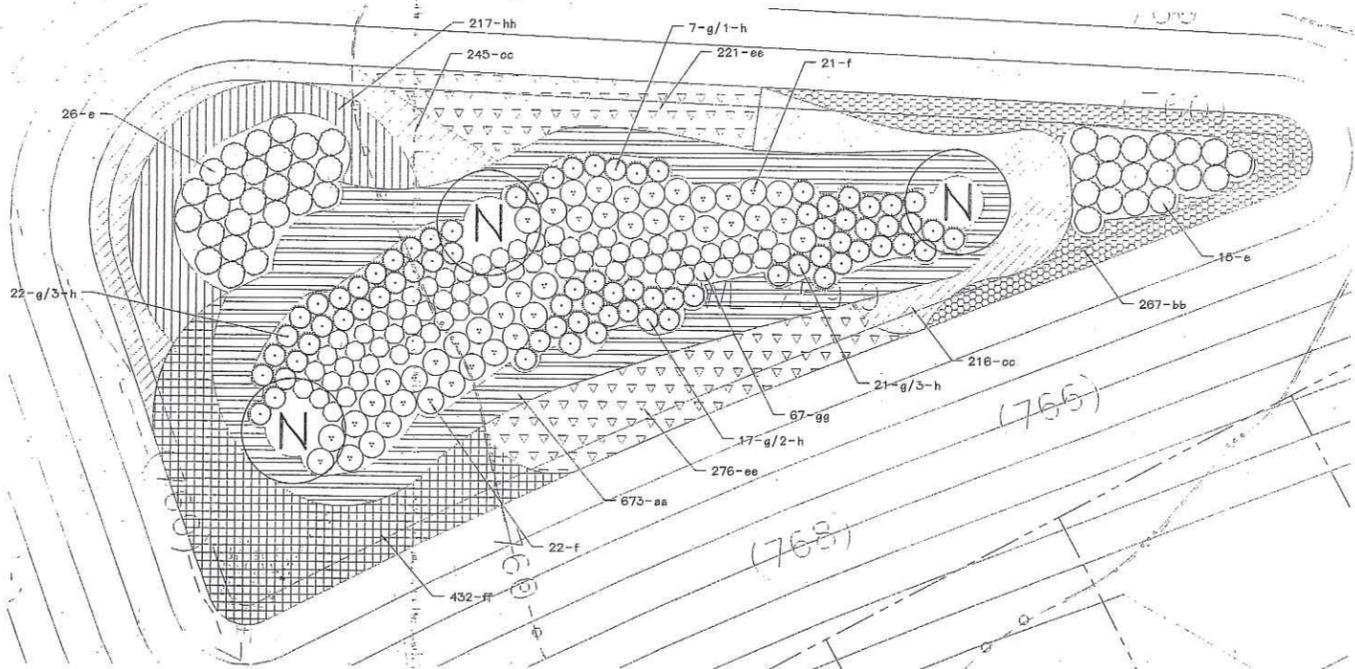
1 CUL-DE-SAC LANDSCAPE PLAN
L-3 SCALE 1"=10'



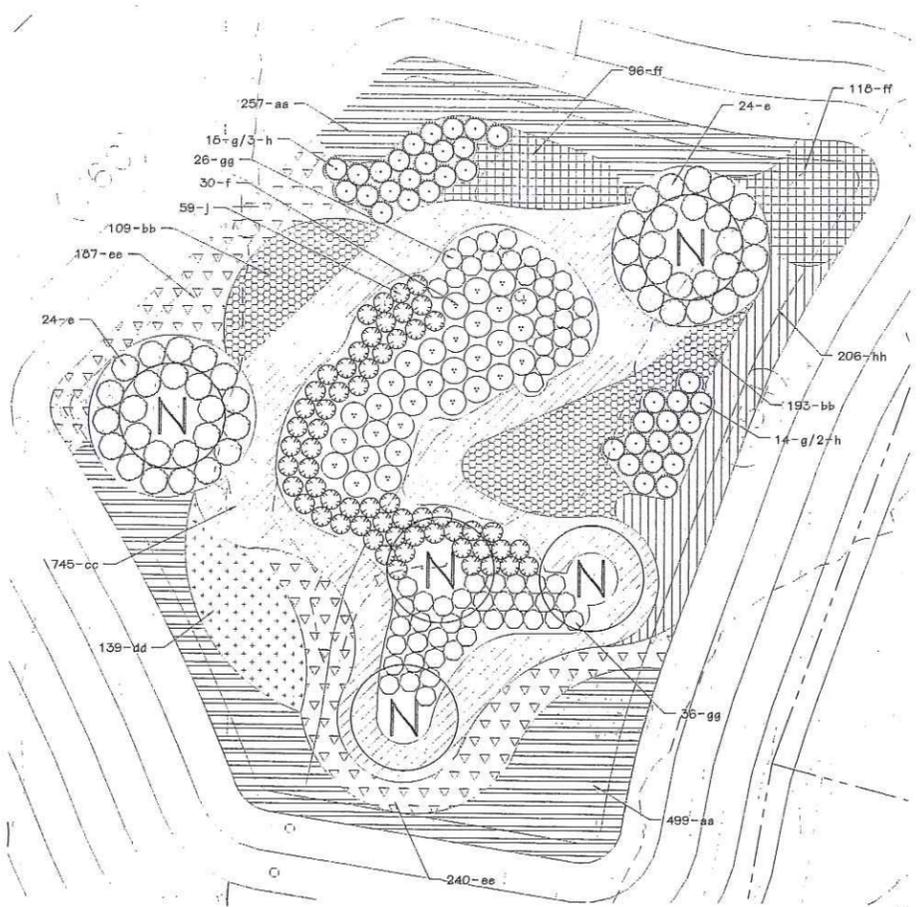
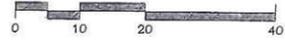
2 CUL-DE-SAC LANDSCAPE PLAN
L-3 SCALE 1"=10'



3 ROUNDABOUT LANDSCAPE PLAN
L-3 SCALE 1"=60'



5 BIORETENTION 1 LANDSCAPE PLAN
L-3 SCALE 1"=10'



6 BIORETENTION 2 LANDSCAPE PLAN
L-3 SCALE 1"=10'

The Villages at Bright Leaf

Wildwood, Missouri

Revisions:

Date	Description	No.

Drawn: LWF
Checked: JAG

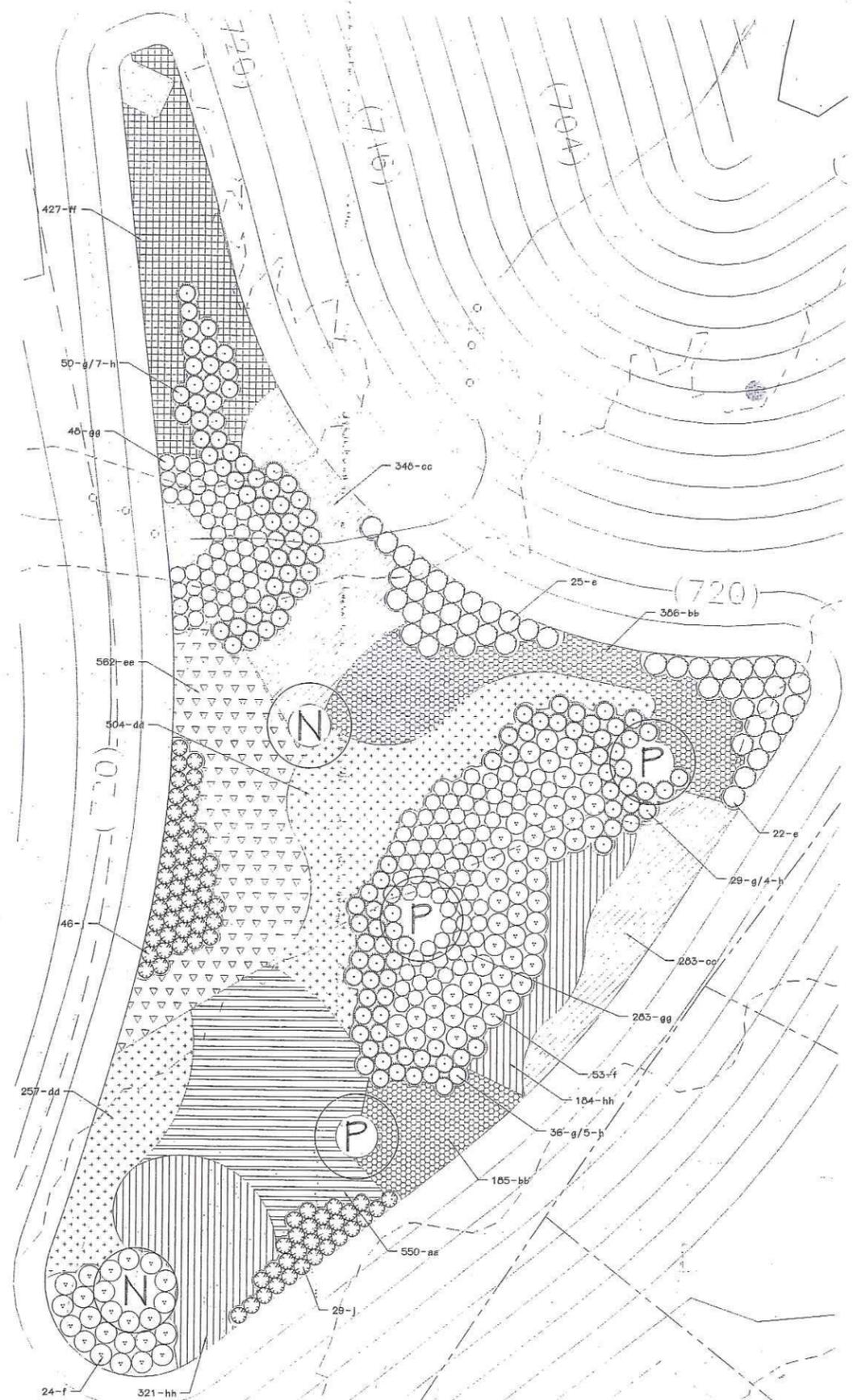
loomisAssociates

loomisAssociates.com
Landscape Architects/Planners
1000 North Main Street, Suite 100
St. Louis, Missouri 63102
Phone: 314.433.1100
Fax: 314.433.1101
Missouri State Commission of Architecture & LAC #000019

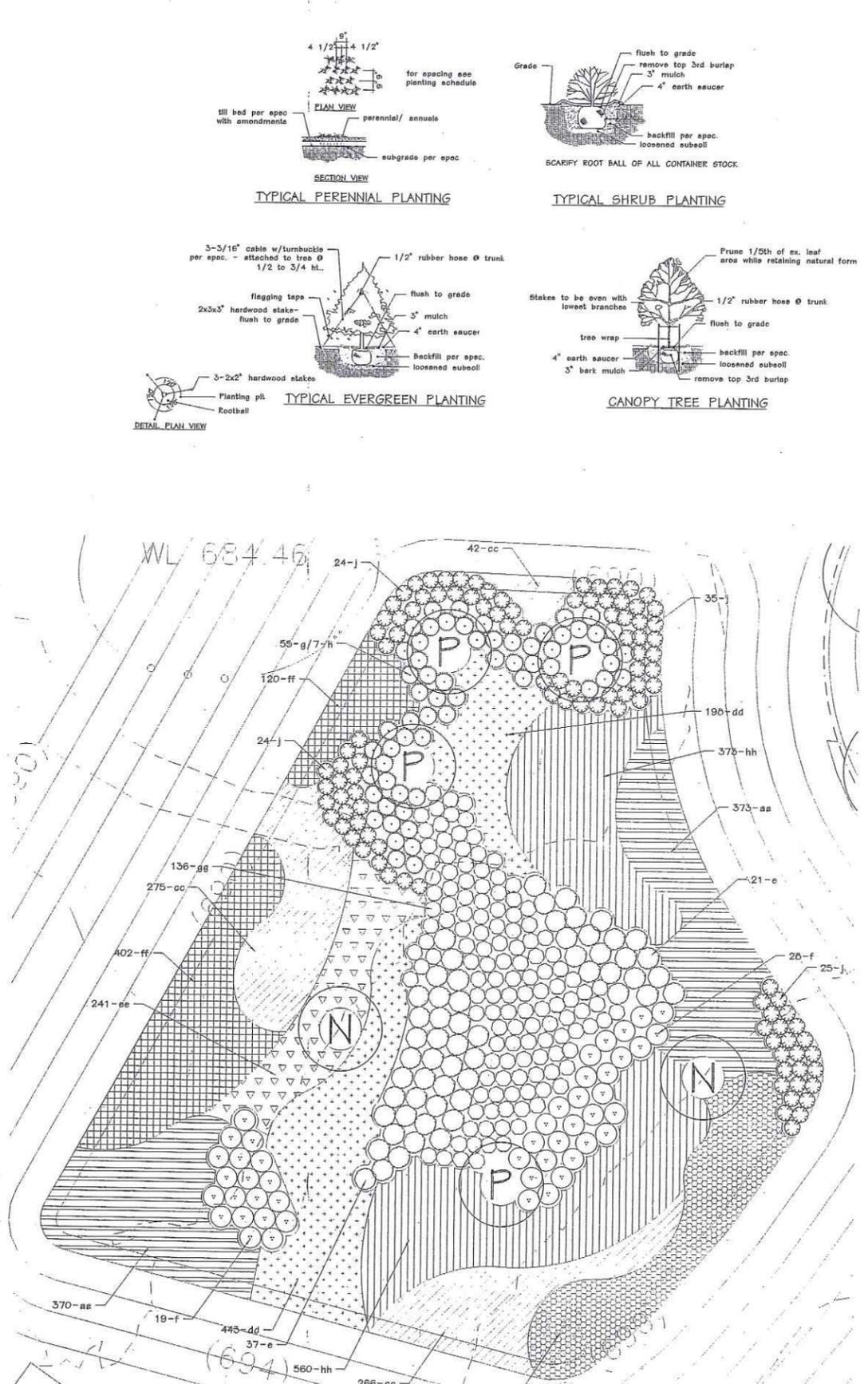
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Sheet No: L-3

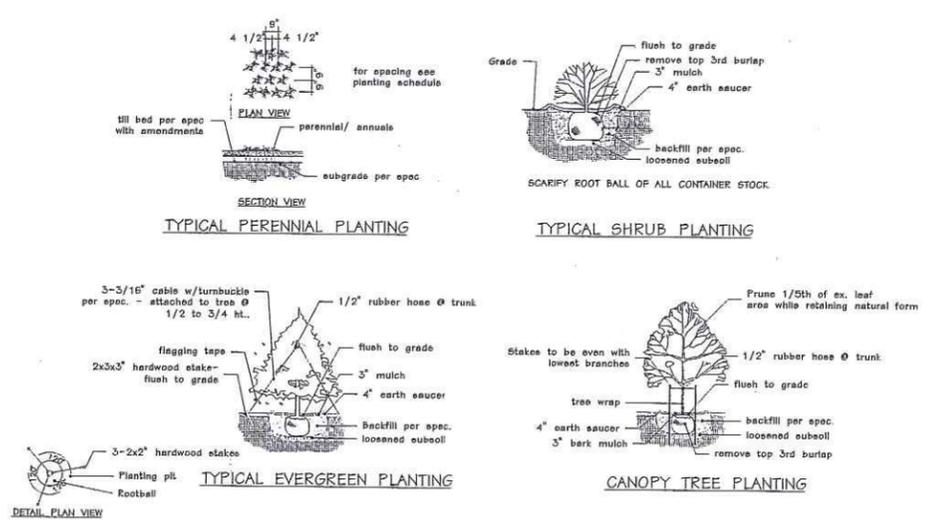
Date: 9/16/16
Job #: 643.006



1 BIORETENTION 3 LANDSCAPE PLAN
SCALE 1"=10'



2 BIORETENTION 4 LANDSCAPE PLAN
SCALE 1"=10'



Jerald Saunders - Landscape Architect
 MO License # LA-007
 Consultants:

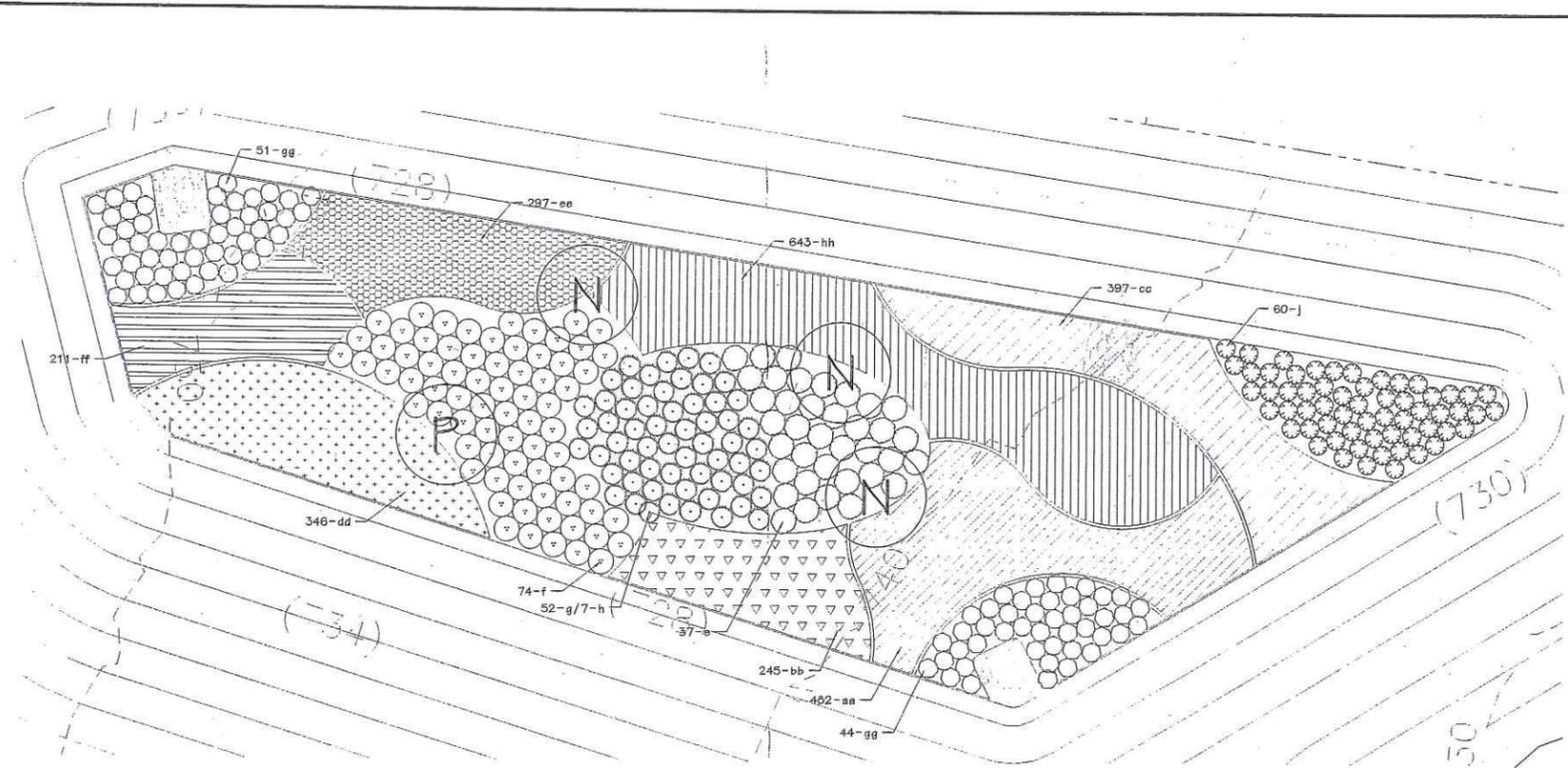
The Villages at Bright Leaf
 Wildwood, Missouri

Revisions:

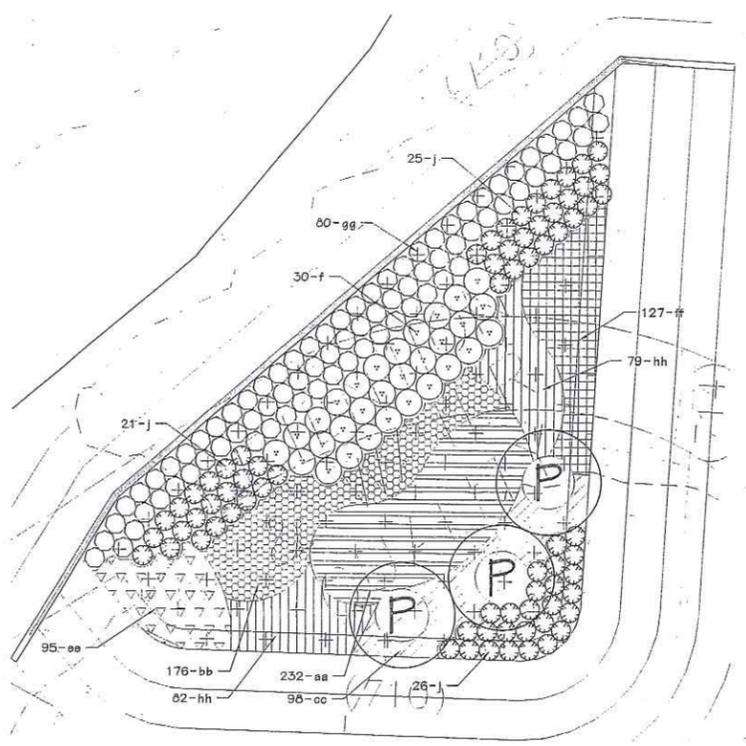
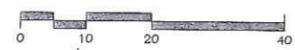
Date	Description	No.

Drawn: LWH
 Checked: JAS
loomisAssociates
 Landscape Architects/Planners
 2015 Locust Street, Suite 200
 Overland Park, KS 66204
 Phone: 913.241.1100
 Email: info@loomisassociates.com
 Loomis Associates Inc.
 Missouri State Certificate of Authority #: LAC #000019

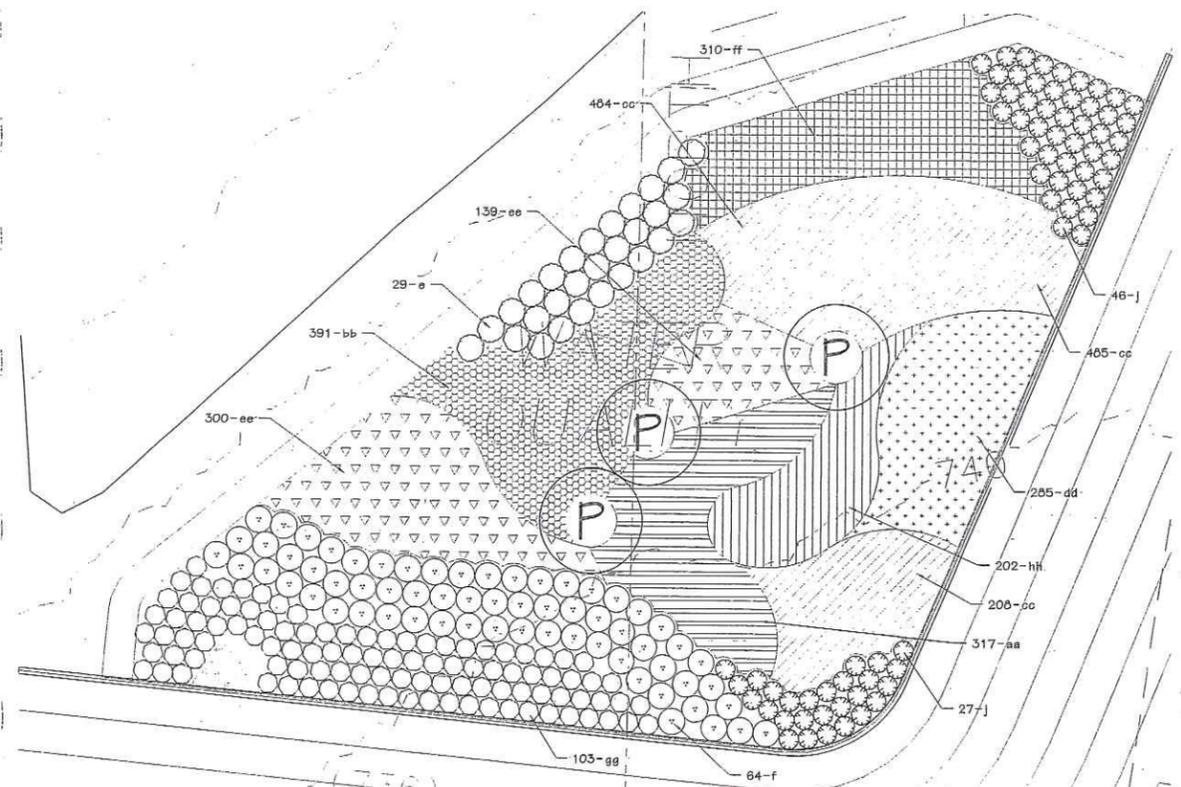
Sheet Title: Bioretention Landscape Plan
 Sheet No: L-4
 Date: 9/16/16
 Job #: 643.006



1 BIOMETENTION 5 LANDSCAPE PLAN
SCALE 1"=10'



2 BIOMETENTION 6 LANDSCAPE PLAN
SCALE 1"=10'



3 BIOMETENTION 7 LANDSCAPE PLAN
SCALE 1"=10'



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

The Villages at Bright Leaf

Wildwood, Missouri

Revisions:

Date	Description	No.

Drawn: LWH
Checked: JAS

loomis Associates

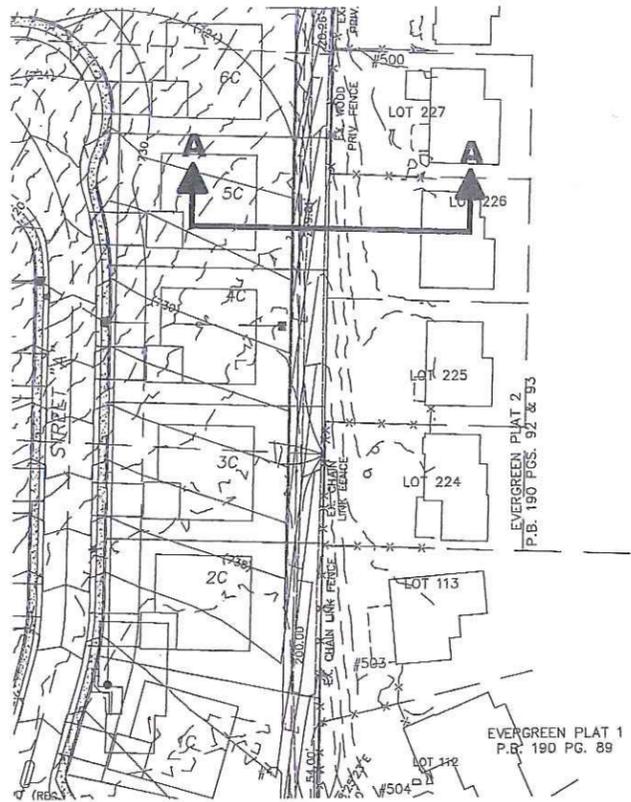
landscape architects/planners
20500 South Loop West, Suite 105
Houston, Texas 77058-1015
Phone: 281.486.8800
Email: info@loomisassociates.com
loomisassociates.com

Landscape Architect
Missouri State Certificate of Authority # LAC-000019

Sheet Title: Bioretention Landscape Plan

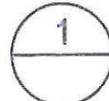
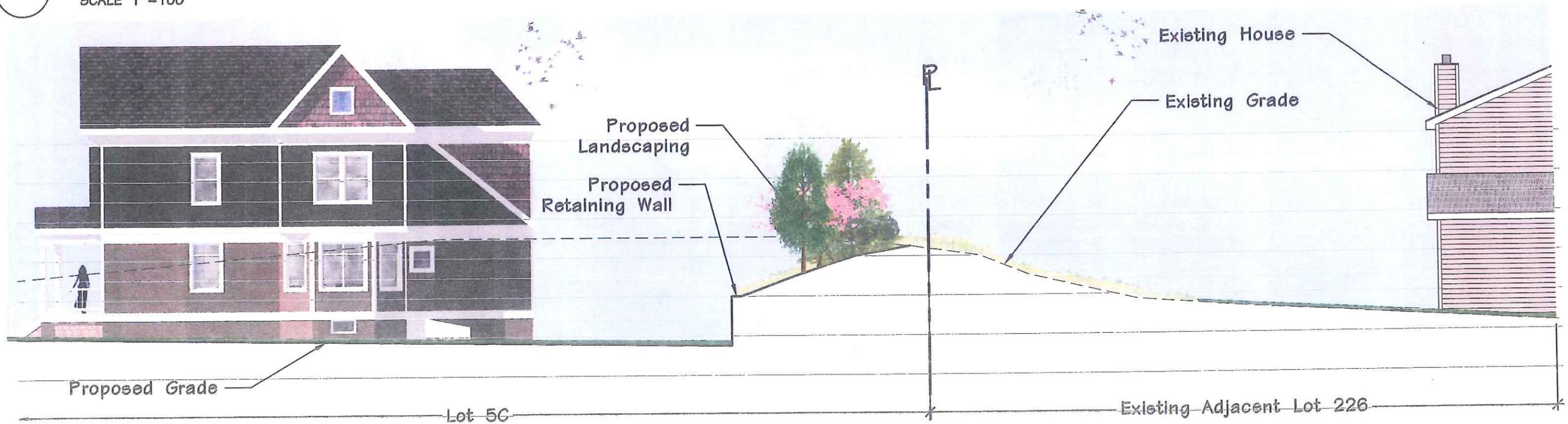
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Date: 9/16/16
Job #: 643.006



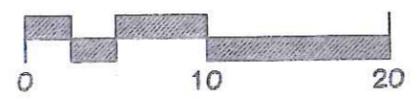
SECTION KEY PLAN

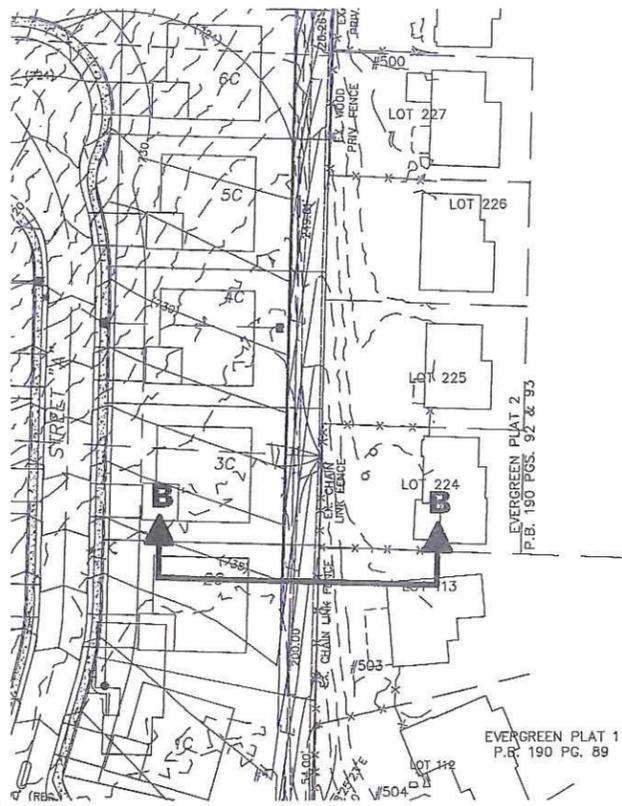
SCALE 1" = 100'



SECTION A-A

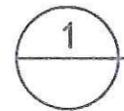
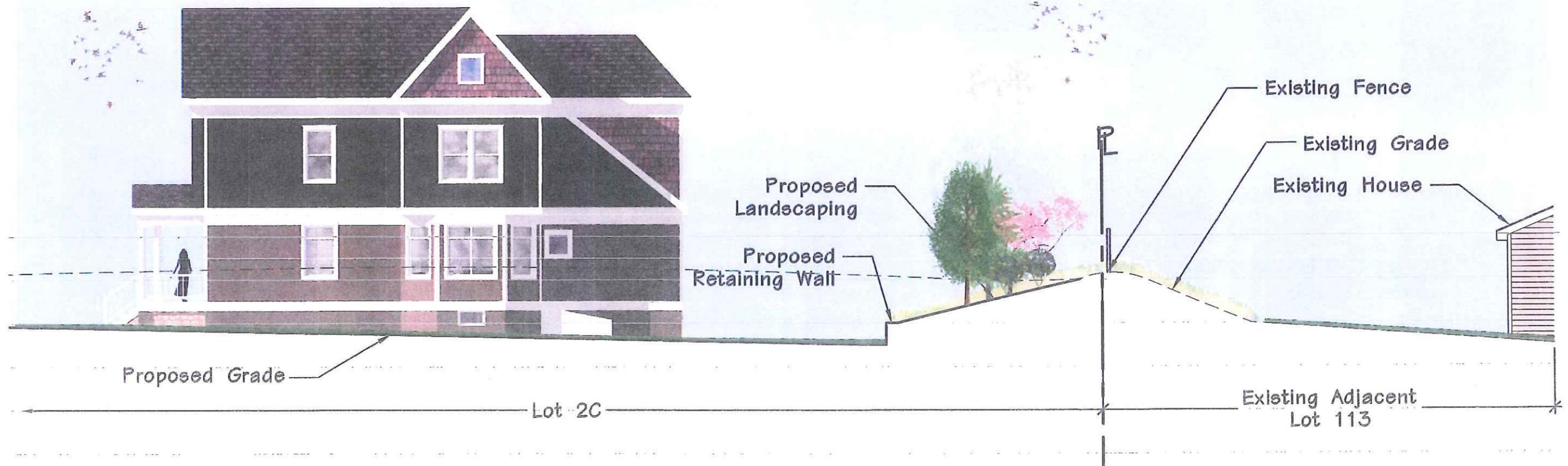
SCALE 1" = 10'-0"





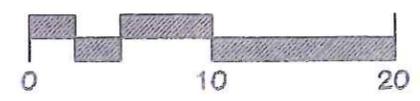
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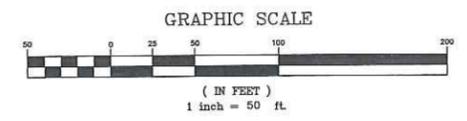
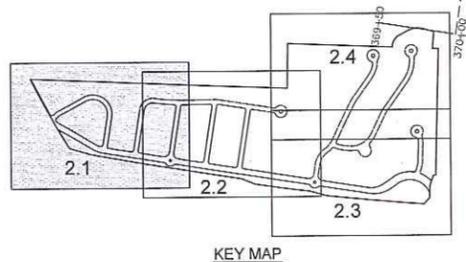
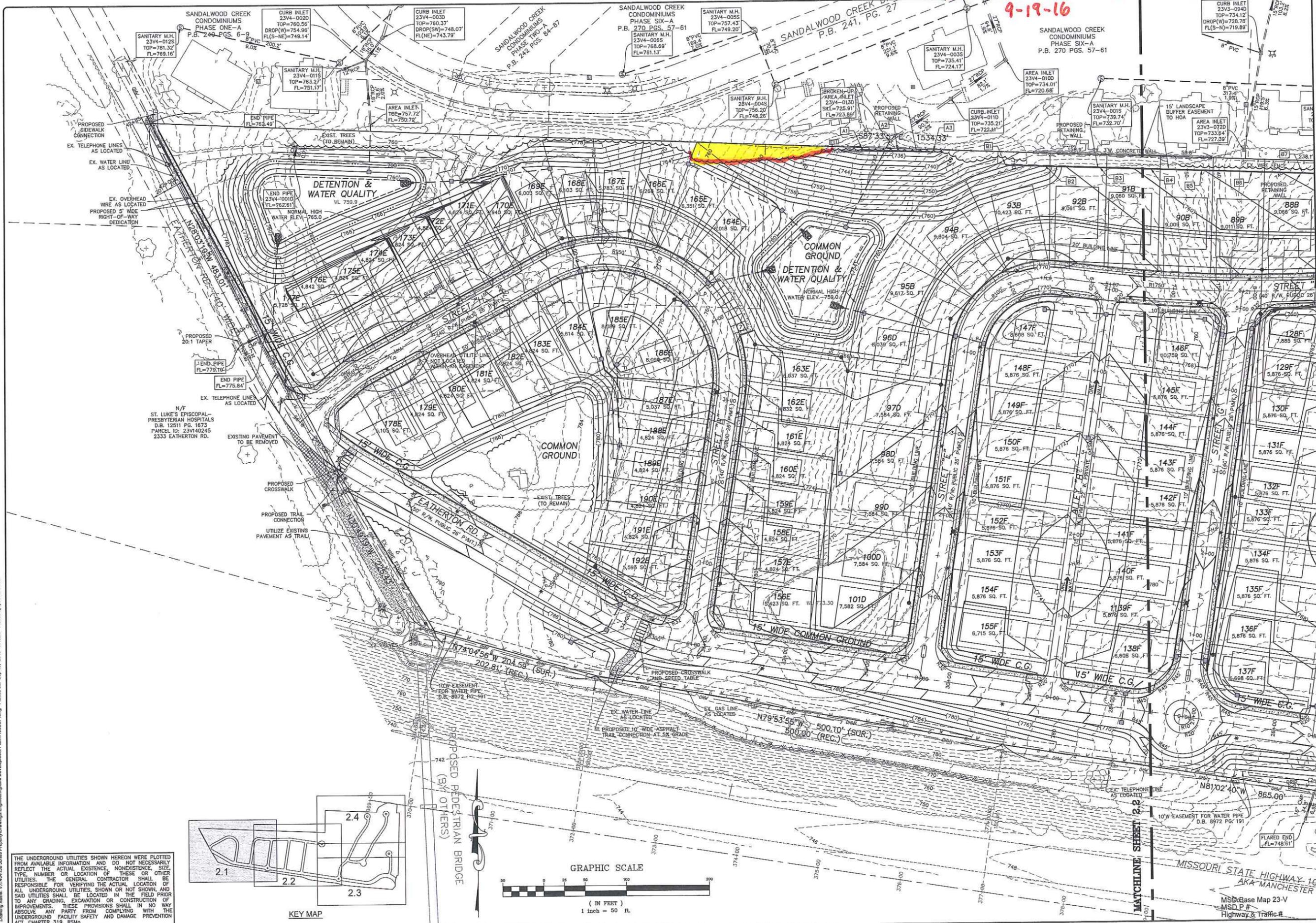
SCALE 1" = 100'



SECTION B-B

SCALE 1" = 10'-0"





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

ISSUE	REMARKS/DATE
1	9-22-2016, INITIAL SUBMITTAL
2	6-4-2016 REVISED PER CITY COMMENTS
3	6-14-2016 DEVELOPER REVISIONS
4	8-19-2016 DEVELOPER REVISIONS

Fischer & Frichtel Custom Homes, LLC
and Consort Homes, LLC
16640 CHESTERFIELD GROVE ROAD, SUITE 130
CHESTERFIELD, MISSOURI 63005
Ph. 636-770-7300

THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63112-9844
Ph. 314-467-4400 Fax: 314-467-9844
Corporate Certificate of Authority #001348

The Villages at Brightleaf
WILKWOOD, MISSOURI
SITE DEVELOPMENT PLAN
GRADING PLAN

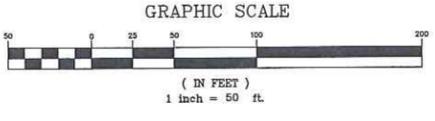
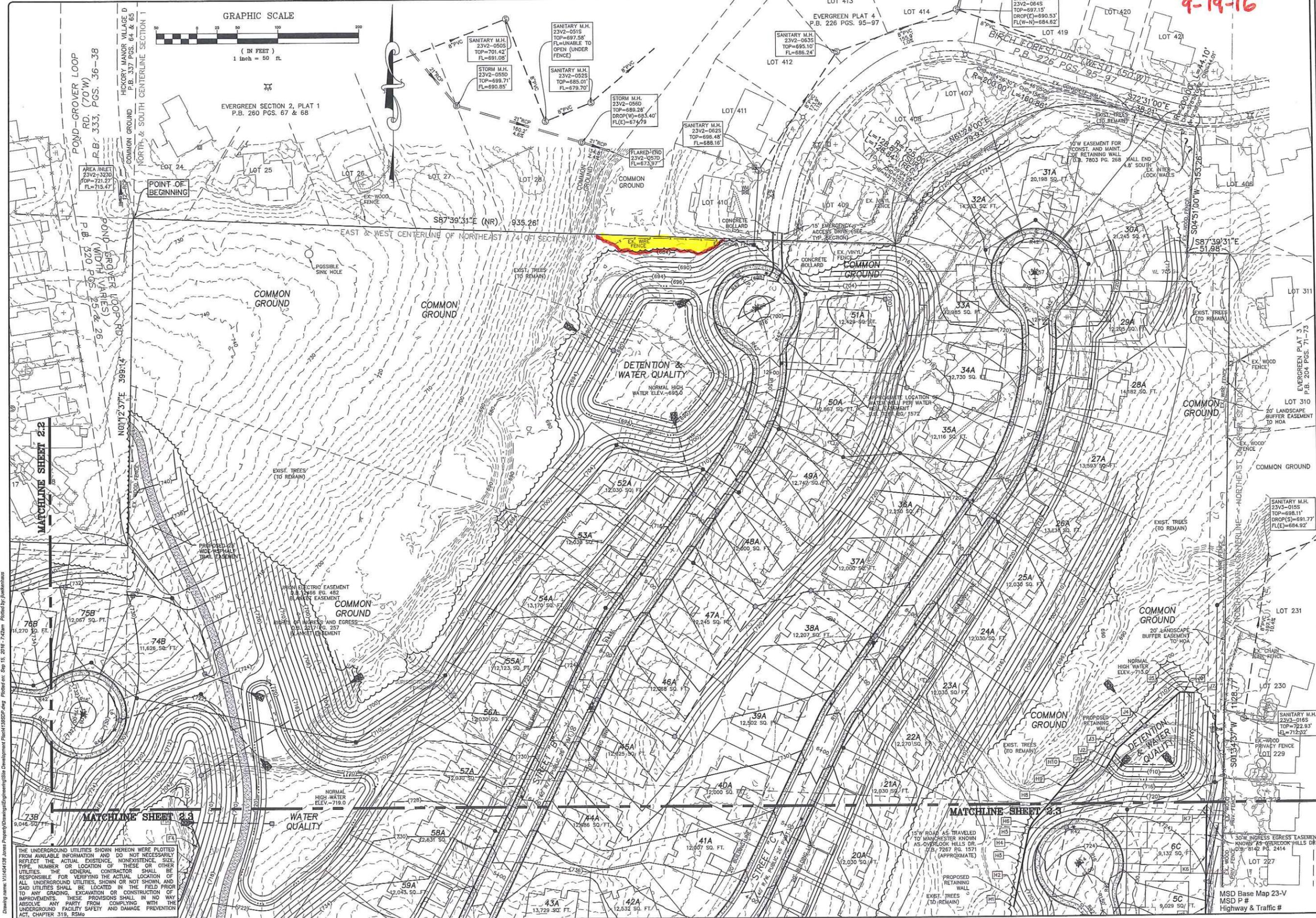
The Professional Engineer's seal and signature shall be placed on this drawing only by the seal and signature of the engineer. All drawings, instructions or other documents not showing the seal and signature shall be considered void. The engineer and the engineer's assistants shall be held responsible for any errors, omissions or statements not exhibiting the seal and signature.

Date: 08/19/2016
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

Job Number: 14-04-138
Date: Aug. 19, 2016
Designed: MF
Drawn: SL
Checked: SL
Sheet: 2.1
SDP

New EXHIBIT- ADDED MORE PRESERVATION

9-19-16



ISSUE	REMARKS/DATE
1	3-22-2016, INITIAL SUBMITTAL
2	6-6-2016 REVISED PER CITY COMMENTS
3	6-14-2016 DEVELOPER REVISIONS
4	8-19-2016 DEVELOPER REVISIONS

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5955 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-survey.com
Corporate Certificate of Authority #001348

The Villages at Brightleaf
Wilmington, Missouri
SITE DEVELOPMENT PLAN
GRADING PLAN

Date: 08/19/2016
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

Job Number
14-04-138
Date
Aug. 19, 2016
Designed: MF Sheet
Drawn: SL 2.4
Checked: SL SDP

Drawing name: V:\1404138 Jones Property\Drawings\Site Development\Plan\1404138SDP.dwg Plotted on: Sep 15, 2016 - 7:42am Plotted by: jhenrichs

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

MSD Base Map 23-V
MSD P #
Highway & Traffic #

Attachment B
Site-Specific Ordinance

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE CHANGE IN THE ZONING OF NINE (9) PROPERTIES THAT TOTAL 78.7 ACRES OF AREA FROM THE NU NON-URBAN RESIDENCE DISTRICT, THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT, THE R-4 7,500 SQUARE FOOT RESIDENCE DISTRICT, AND THE R-6 AND R-6A 4,500 SQUARE FOOT RESIDENCE DISTRICT, WITH A PLANNED ENVIRONMENT UNIT (PEU) AND A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TO THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT (TOWN CENTER "NEIGHBORHOOD GENERAL DISTRICT" AND "NEIGHBORHOOD EDGE DISTRICT"), WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), WHICH ARE ALL LOCATED ON THE NORTHWEST CORNER OF TAYLOR ROAD AND STATE ROUTE 100, WHICH WILL ALLOW THIS SITE'S USE FOR ONE HUNDRED NINETY-FOUR (194), SINGLE FAMILY DETACHED DWELLINGS ON INDIVIDUAL LOTS, WITH PUBLIC SPACE AND COMMON GROUND. (Ward Five)

WHEREAS, the Town Center Plan allows development proposals that are uniquely limited to this area, given their allowable densities, intensities, designs, and other characteristics that are consistent with the tenets of 'New Urbanism;' and

WHEREAS, over the years, many projects have been approved and developed in Town Center for commercial purposes, but only a limited number of residential developments have been completed, with many of the larger parcels of ground located within its boundaries not having that same level of interest; and

WHEREAS, this proposed site is the largest undeveloped property in the Town Center Area and designated for a mix of residential uses, including single family detached types on individual lots, which represents the current proposal that has been submitted and considered by the Planning and Zoning Commission and the City Council; and

WHEREAS, the proposal includes the development of a minimum of five (5) villages, with a varying number of lots and dwellings, which will total the one hundred ninety-four (194) authorized homesites and will be designed and developed consistent with many of the tenets of the Neighborhood Design Standards and Architectural Guidelines of the Town Center Plan; and

WHEREAS, the Planning and Zoning Commission was presented this proposal at a July 2015 public hearing, where many issues and other considerations were identified via the petitioners' presentation, its members' questions, and comments from nearby residents; and

WHEREAS, after this public hearing, the Planning and Zoning Commission considered those identified issues, considerations, questions, and comments, specifically relating to this proposal and particularly the construction of the Pond-Grover Loop Road, the extension of the Birch Forest Drive (a stub street), and the front-facing garages and suggested further review was warranted; and

WHEREAS, a Work Session was held by the Planning and Zoning Commission to further discuss these matters and seek resolutions to them, within the confines of the standards and requirements of the Town Center Plan; and

WHEREAS, after this Work Session, refinements were made to the design concept for this large Town Center Area site, which included revised designs of the some of the residential units relative to the proximity of the garage doors to the fronting streets, increases in public space areas, inclusion of sound mitigation efforts along State Route 100, alterations to the street network to improve safety, function, and calm traffic, and a modification to the design of a cul-de-sac and other lots to increase the bufferyard distance between them and abutting residential lots located in surrounding subdivisions; and

WHEREAS, with this direction from the Planning and Zoning Commission, the petitioner did revise the plan, but concerns lingered regarding the Pond-Grover Loop Road, Birch Forest Drive, and the front-facing garages, which led to another design that did not include the inclusion of any street extensions, i.e. Pond-Grover Loop Road and Birch Forest Drive; and

WHEREAS, this revised plan was reviewed by the Planning and Zoning Commission and it could not reach a majority vote on this project and the associated rezoning of the property and application of the special procedures permit (Planned Residential Development Overlay District); and

WHEREAS, the Planning and Zoning Commission deadlock, with a vote of 5 to 5, which meant the proposal failed for a lack of majority; and

WHEREAS, the Letter of Recommendation from the Planning and Zoning Commission was forwarded to City Council on December 14, 2015, where it conducted another public hearing on this matter, and heard from those individuals in attendance regarding this proposal; and

WHEREAS, at the conclusion of the public hearing, the City Council noted its concerns with the roadway issues and sought an appropriate solution, if possible, which was offered as the following: not connect Birch Forest Drive for all vehicular traffic, but rather design it to accommodate emergency access only, along with pedestrian and bicycle facilities, while requiring the dedication of the necessary and prescribed amount of right-of-way for the Pond-Grover Loop Road, along with requiring the developers to provide an escrow in the amount sufficient to accommodate its construction in the future, but not at this time, thereby allowing further consideration of it by the community; and

WHEREAS, with this direction for design changes to the roadway plan and other conditions, the City Council authorized the preparation of legislation in this regard for presentation on January 11, 2016, along with noting the project, notwithstanding the roadway components described above, was a positive for the Town Center Area and would address a difficult property that had been the subject of many discussions, since the update of the Town Center Plan during the years of 2008 to 2012; and

WHEREAS, the City Council, through its established authority under Chapter 89 of Missouri Revised Statutes and the Wildwood Charter, believes this action is consistent with good planning practice and will protect the public's health, safety, and general welfare by improving the conditions at this site with its redevelopment under a new owner.

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

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby, are hereby amended to reflect the change in zoning from the NU Non-Urban Residence District, the R-3 10,000 square foot Residence District, the R-4 7,500 square foot Residence District, and the R-6 and R-6A 4,500 square Residence District, with a Planned Environment Unit (PEU) and a Planned Residential Development Overlay District (PRD), to the R-3 10,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD), as set forth in this ordinance, for the following described land:

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH AND SOUTH CENTERLINE OF SECTION 1 AND BEING THE SOUTHWEST CORNER OF EVERGREEN SECTION 2, PLAT 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 260, PAGES 67 AND 68 OF THE ST. LOUIS COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE AND ALONG THE SOUTH LINE OF SAID EVERGREEN SECTION 2, SOUTH 87°39'31" EAST, 935.26 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 409 OF EVERGREEN PLAT 4, A SUBDIVISION AS RECORDED IN PLAT BOOK 226, PAGES 95-97 OF SAID COUNTY RECORDS; THENCE LEAVING SAID SOUTH LINE AND ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 59°04'05", AN ARC LENGTH OF 128.87 FEET, THE CHORD OF WHICH BEARS NORTH 31°51'57" EAST, 123.24 FEET TO A POINT; THENCE NORTH 61°24'00" EAST, 79.93 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 46°05'00", AN ARC LENGTH OF 160.86 FEET, THE CHORD OF WHICH BEARS NORTH 84°26'30" EAST, 156.56 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY OF BIRCH FOREST DRIVE (50' WIDE); THENCE ALONG THE SOUTHERN EDGE OF SAID RIGHT-OF-WAY SOUTH 72°31'00" EAST, 38.21 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°38'00", AN ARC

LENGTH OF 44.10 FEET, THE CHORD OF WHICH BEARS SOUTH 78°50'00" EAST, 44.01 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 406 OF SAID EVERGREEN PLAT 4; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID LOT 406, SOUTH 04°51'00" WEST, 153.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 406, SAID POINT BEING IN THE SOUTH LINE OF SAID EVERGREEN PLAT 4; THENCE ALONG SAID SOUTH LINE SOUTH 87°39'31" EAST, 51.98 FEET TO A FOUND AXLE, SAID POINT BEING THE NORTHWEST CORNER OF EVERGREEN PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 204, PAGES 71-73 OF SAID COUNTY RECORDS, FROM WHICH POINT A STONE BEARS SOUTH 01°34'37" WEST, 98.54 FEET SAID POINT ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1; THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, SOUTH 01°34'37" WEST, 1,128.77 FEET TO A POINT, SAID POINT BEING LOCATED ALONG THE WESTERN LINE OF LOT 112 OF EVERGREEN PLAT 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 190, PAGE 89 OF SAID COUNTY RECORDS, SAID POINT BEING LOCATED ON THE CENTERLINE OF TAYLOR ROAD (30 FEET WIDE), THENCE LEAVING SAID CENTERLINE AND PROCEEDING NORTH 88°25'23"W, 20.00 FEET TO A POINT; THENCE SOUTH 20°00'41" WEST, 94.87 FEET; SOUTH 01°34'37" WEST, 113.11 FEET; SOUTH 43°21'00" WEST, 75.00 FEET TO A POINT BEING ON THE NORTH LINE OF MISSOURI STATE HIGHWAY 100 (ALSO KNOWN AS MANCHESTER ROAD); THENCE WITH SAID NORTH LINE NORTH 85°02'20" WEST, 461.64 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 17,063.74 FEET, A CENTRAL ANGLE OF 01°22'40", AN ARC LENGTH OF 410.35 FEET, THE CHORD OF WHICH BEARS NORTH 84°21'00" WEST, 410.34 FEET TO A POINT; THENCE NORTH 73°52'26" WEST, 150.88 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 17,038.74 FEET, A CENTRAL ANGLE OF 01°40'00", AN ARC LENGTH OF 495.64 FEET, THE CHORD OF WHICH BEARS NORTH 82°19'40" WEST, 495.62 FEET TO A POINT; THENCE NORTH 68°37'23" WEST, 137.03 FEET; NORTH 81°02'40" WEST, 865.00 FEET; NORTH 79°53'55" WEST, 500.10 FEET; NORTH 73°28'36" WEST, 230.48 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF EATHERTON ROAD (40' WIDE); THENCE ALONG LAST SAID RIGHT-OF-WAY NORTH 27°33'18" WEST, 688.50 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A 15 FOOT DEDICATION STRIP AS PER EASEMENT PLAT FOR SANDALWOOD CREEK PHASE 1, AS RECORDED IN PLAT BOOK 234, PAGE 33, AND AMENDED IN PLAT BOOK 243, PAGE 3 OF SAID COUNTY RECORDS, FROM WHICH POINT A CONCRETE MONUMENT BEARS SOUTH 87°37'57" EAST, A DISTANCE OF 17.32 FEET; THENCE ALONG THE SOUTH LINE OF SANDALWOOD CREEK CONDOMINIUMS PHASE ONE-A, (PLAT BOOK 234, PAGE 6), SANDALWOOD CREEK CONDOMINIUMS PHASE TWO-A (PLAT BOOK 242, PAGES 84-87), SANDALWOOD CREEK CONDOMINIUMS PHASE SIX-A, (PLAT BOOK 270, PAGES 57-61), AND SANDALWOOD CREEK CONDOMINIUMS PHASE SEVEN-A, (PLAT BOOK 285, PAGES 35-38) OF ST. LOUIS COUNTY RECORDS, SOUTH 87°33'57" EAST, 1,534.38 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID SANDALWOOD CREEK CONDOMINIUMS PHASE SEVEN-A, AND ALSO BEING THE SOUTHWEST CORNER OF HUNTERS RUN, A SUBDIVISION AS RECORDED IN PLAT BOOK 320, PAGES 25-26 OF SAID COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID HUNTERS RUN SOUTH 87°41'40" EAST, 771.44 FEET TO A POINT IN THE AFOREMENTIONED NORTH AND SOUTH CENTERLINE OF SECTION 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID HUNTERS RUN; THENCE ALONG SAID CENTERLINE AND EAST LINE OF SAID HUNTERS RUN NORTH 01°12'37" EAST, 399.14 FEET TO THE NORTHEAST CORNER OF SAID HUNTERS RUN AND THE POINT OF BEGINNING AND CONTAINING 3,436,441 SQUARE FEET MORE OR LESS (78.8898 ACRES MORE OR LESS.)

Section Two. The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Code, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated December 7, 2015, which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. PERMITTED USES

- a. This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of one hundred ninety-four (194)¹ ~~eighty-seven (87)~~, detached single family dwellings on individual lots, with common ground and public space, and all permitted accessory structures normally found in conjunction with the primary use of each property. If the Homeowners Association should want to construct an in-ground swimming pool and related cabana, such is allowed within the boundaries of this Planned Residential Development Overlay District (PRD), but must be located in subdivision-owned common ground.

¹ These requests were advertised for 194 units; therefore, a greater number cannot be considered, unless a new public hearing is held.

2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

- a. Each detached dwelling unit shall be located on an individual lot of record that meets the following requirements, per its location within the six (6) defined villages:
 - i. Village A – Eighty (80) foot minimum lot width and lot size of 12,000 square feet.
 - ii. Village B – Sixty-three (63) foot minimum lot width and lot size of 9,000 square feet.
 - iii. Village C – Sixty-two (62) foot minimum lot width and lot size of 9,000 square feet. ~~excepting four (4) lots, which shall have direct frontage onto the Pond Grover Loop Road, with on site turnaround capabilities provided on each of them. These four (4) lots shall have a minimum width of seventy (70) feet, a front yard setback distance of thirty five (35) feet, and a depth no less than one hundred sixty (160) feet.~~
 - iv. Village D – Sixty (60) foot minimum lot width and lot size of 6,500 square feet.
 - v. Village E – Thirty-eight (38) foot minimum lot width and lot size of 4,000 square feet.
 - vi. Village F - Rear-Entry Garage Lots – Forty-five (45) foot minimum lot width and lots size of 5,400 square feet.
 - vii. Properties located within a cul-de-sac shall be as approved by the Planning and Zoning Commission on the Site Development Plan. These widths shall be measured at the front building line.
- b. All detached single family dwellings shall have a minimum finish floor elevation of their front porches of **eighteen (18) inches** in height above the adjoining sidewalk grade. All dwelling units shall have a front porch, which must extend across **at least thirty percent (30%)** of the façade's elevation facing the frontage line, at a minimum depth of no less than six (6) feet. No building facade shall show more than four (4) corners to the frontage line or as approved by the Architectural Review Board on the required elevations.
- c. No building and/or structure shall be more than two (2) stories above final grade, as measured from the front building line on any individual lot.
- d. Direct residential drive access shall be allowed for up to ~~one hundred fifty-seven (157) fifty three (153)~~ of the single family detached units within this development from the system of internal streets, but the garage door(s) on each unit must be a minimum of **seven point five (7.5)** feet behind an imaginary line formed by an extension of the front elevation of the dwelling (including the front porch) parallel to the lot's frontage, excepting those units in Villages A, C, and E. **Units in two (2) of these villages shall be as reviewed and acted upon by the Planning and Zoning Commission on the Site Development Plan (Villages A and C). Garage door(s) associated with any unit located within Village E shall be a minimum of six (6) feet behind an imaginary line formed by an extension of the front elevation of the dwelling (including the front porch) parallel to the lot's frontage.** Individual garage doors shall not be greater than ~~twenty (20) feet~~ in width and must be **carriage types**, including windows, and incorporate other architectural treatments, as determined by the City's Architectural Review Board to be appropriate, to lessen their prominence within the visual corridor formed by these interior streets within the development, unless a suitable alternative design is provided for these openings. **The developer shall provide a minimum of two (2) options that incorporate these requirements to the Planning and Zoning Commission for its consideration, as part of the Site Development Plan review and action process, regarding the front of the garages that further reduces their prominence from the abutting street view. Architectural type shingle selections shall be required on all residential units of a minimum thirty (30) year standard.**

- e. The New Urbanism lots that are part of this Planned Residential Development Overlay District boundary shall be accessed by service lanes (alleys) that comply in their construction with the Street Specifications of the Town Center Plan. These service drives shall provide access to rear loaded garages that must be provided, as part of any single-family detached dwelling, for a minimum of thirty-seven (37) ~~thirty three (33)~~ of the allowable one hundred ninety-four (194) ~~eighty seven (87)~~ lots. These lots do not need to incorporate the garage offset distance noted in Condition 2(d.) of this Ordinance.
- f. The first story, interior clear height for all single family dwellings shall be not less than nine (9) feet.
- g. Detached single family dwelling units, which face the frontage line, but also places the side of the building along another right-of-way, shall be designed to incorporate the elements of the front facade along that portion of the structure (in its entirety). The placement and design of these units shall be approved by the Planning and Zoning Commission on the Site Development Plan and the elevations of these units by the Architectural Review Board.
- h. The proposed architectural design, character, and style of all buildings and dwelling units shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan, excepting no vinyl siding shall be allowed on any dwelling unit within the boundaries of this Planned Residential Development Overlay District (PRD). All materials used on any facade of a residential unit shall be fiber cement siding and backer board. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries of this Planned Residential Development Overlay District in terms of material, color, and style.
- i. The overall area of this Planned Residential Development Overlay District (PRD) shall be no less than 78.7 acres in total.

3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the P.R.D. Overlay District approval by the City Council, and prior to any site disturbance, the developer shall submit to the Planning and Zoning Commission for their review and approval a Site Development Plan. Where due cause is shown by the developer, time intervals may be extended once by the Planning and Zoning Commission in accord with requirements of Section 420.060 of the City of Wildwood Zoning Ordinance. Said Site Development Plan shall include, but not be limited to, the following information:

- a. Outboundary plat and legal description of the property.
- b. A general numbered lot plan with setback lines from all streets and roadways on and adjacent to the property. A typical lot diagram, indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement.
- c. The location and size of all parking areas, pavement widths, and right-of-way dedications of all internal roadway improvements and drives.
- d. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within four hundred (400) feet of this site's boundaries.

- e. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening with existing and proposed improvements, and general location, size, right-of-way, and pavement width of all interior drives.
- f. The location and size of all freestanding signs, lighting, fences, sidewalks, and other above ground structures, except retaining walls less than two (2) feet in height per section.
- g. Existing and proposed contours at vertical intervals of not more than two (2) feet.
- h. General location of sanitary sewer facilities.
- i. Parking and density calculations.
- j. Conceptual location and size of common ground areas.
- k. A typical section of the proposed road indicating the placement and design of required streetscape improvements.
- l. A Landscape Plan including, but not limited to, the location, size, and general type of plant materials to be used in accord with the City of Wildwood's Ordinance 410 and accompanying Tree Manual.
- m. An inventory of the percent of tree canopy or individual trees to be retained on the site.
- n. Location of all existing and proposed easements.
- o. All other information not mentioned above, but required on a preliminary plat in accord with Section 420.060 of the City of Wildwood Subdivision and Development Regulations.

If the Planning and Zoning Commission determines, through its standard review processes, the Site Development Plan cannot be acted upon due to non-compliance to the site-specific ordinance, the Zoning Ordinance, or other land use regulations applicable to this type of subdivision, as interpreted by it, then the rezoning of the subject site and the application of the Planned Residential Development Overlay District shall not remain effective thereafter and the City must initiate the revocation process described in the Zoning Ordinance for this type of circumstance.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Build-To Lines - Residential

- a. Any building or structure, other than boundary and/or retaining walls, fences, detention facilities, and/or light standards, shall adhere to the following build-to lines, as specified in the Town Center Plan's Neighborhood Design Standards:
 - (1) **Twenty (20) feet** from any right-of-way line, except any unit served by a rear entry garage, which shall have a **build-to distance of ten (10) feet** (see Condition 2(a.)).
 - (2) **Five (5) feet** for any side yard property line and ten (10) feet for side yard areas that abut the perimeter of the Planned Residential Development Overlay District.
 - (3) **Fifteen (15) feet from any rear yard property line** and thirty (30) feet for rear yard areas that abut the perimeter of the Planned Residential Development Overlay District.
 - (4) **Five (5) feet from any rear yard property line** for any unit served by a rear entry garage.

Parking Setbacks - Residential

- b. All parking stalls or loading spaces, excluding points of ingress or egress for the detached dwelling units, shall be located behind the front elevation of the dwelling a minimum of **twenty-five (25)**

feet. Driveway widths serving these required parking spaces, specifically between the edge of the public right-of-way and the front building line, shall be as approved by the Planning and Zoning Commission on the Site Development Plan, but be minimized in their respective distances to the greatest extent possible.

Access and Roadway Improvements

- c. **State Route 100** - Dedicate the required amount of right-of-way and/or easements along this property's State Route 100 frontage to the Missouri Department of Transportation (MoDOT) for public roadway purposes and, **subject to Subsection 4(d.),** construct within this area the extension of the Pond-Grover Loop Road, all necessary intersection modifications and upgrades, and other improvements required therein. Improvements to State Route 100 shall conform to the requirements of the Missouri Department of Transportation (MoDOT) and the City of Wildwood's Street Specifications of the Town Center Plan, as directed and approved by the State of Missouri and the City of Wildwood's Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of State Route 100 and directed by the Department of Public Works.
- d. **Pond-Grover Loop Road** – **Subject to the conditions that follow in this Subsection [4 (d.)], petitioners/developer shall construct the Pond-Grover Loop Extension, as shown on the approved Preliminary Plan; deviations in modifications to the location and design of the extension from what is shown on the plan may be approved by the Directors of the Departments of Planning and Public Works, so long as the purpose of the extension, as contemplated by the Town Center Plan, is fulfilled satisfied; the final location, design and specifications of the plan extension shall be shown on the applicable plat of the subdivision, as approved by City Council.**
- i. **The extension shall be constructed pursuant to applicable City standards;**
 - ii. **The cost of constructing the extension shall be determined by petitioners/developer, subject to approval review and acceptance by the Directors of Planning and Public Works, prior to approval of the applicable plat;**
 - iii. **Upon acceptance approval of the cost by the Directors of Planning and Public Works, and prior to approval of the applicable plat, the petitioners/developer and the City shall execute an agreement that provides for the following:**
 1. **The dedication of right-of-way to the City for the extension, pursuant to the applicable plat, and such other instruments, as may be reasonably required by the City;**
 2. **A Letter of Credit, in the amount of the cost, issued to the City, as beneficiary, shall be obtained by petitioners/developer from a financial institution and with terms and conditions and an outside expiration date (including any renewal terms) that are acceptable to the Directors of Planning and Parks and the City Attorney and in accord with the terms and conditions of this Subsection [4(d.)] for the purpose of securing the performance of the construction of the extension; and the Letter of Credit shall be issued and delivered to the City, prior to approval of the applicable plat;**
 3. **Commencement of construction of the extension within ninety (90) days after a Notice to Proceed is issued by the Directors of Planning and Public Works to petitioners/developer and petitioners/developer shall proceed and complete the extension in accordance with a schedule approved by the Directors of Planning and Public Works;**

4. ~~If Notice to Proceed is not issued by the second first anniversary date of the approval of the applicable plat or if the City issues a notice to petitioners/developers stating the extension should not be constructed, petitioners/developer's obligation to construct the extension shall terminate, the Letter of Credit shall terminate, and the dedication shall be released/reconveyed to the petitioners/developers, or their successor(s), in title; the area on the plan set aside for the extension shall, in the event of such release and reconveyance, be converted to common ground, with trail(s) and associated public easements for them, as approved by the Director of Planning and Parks; and~~
5. ~~The City shall execute and record such instruments and documents, as may be reasonably necessary to effect the foregoing terminations and release/reconveyance.~~

~~e. Establish a minimum seventy (70) foot wide public right-of-way dedication to the City of Wildwood and construct the Pond Grover Loop Road Extension through the site that provides a total of two (2), eleven (11) foot wide lanes (not inclusive of the concrete vertical curb and gutter), a minimum ten (10) foot wide grass median, and a five (5) foot wide sidewalk on east side of this internal roadway, and a ten (10) foot wide multiple use trail on its west side, all of which adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan. Tree lawn areas and all stormwater management facilities shall be the developer's responsibility to provide and construct as well. Along with this dedication of seventy (70) feet of right-of-way, the developer shall provide a five (5) foot wide roadway, maintenance, landscaping, sewer, sidewalk, and utility easement along both sides of this public dedication area. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of Pond Grover Loop Road and directed by the Department of Public Works.~~

- ~~i. The developer is also responsible for the construction of a roundabout at a location approved by the Planning and Zoning Commission on the Site Development Plan. This roundabout shall be designed, engineered, and constructed in accordance with the Town Center Plans Street Specifications and Streetscape Requirements. The Departments of Public Works and Planning shall direct determinations in this regard, along with final action by the Planning and Zoning Commission.~~

e. **Internal Streets** - Complete the necessary dedication of land area within this subject site for public right-of-way purposes associated with the internal network of streets. These dedications for public rights-of-way shall be used for the construction by the developer of a network of internal residential streets for service to the authorized lots. These dedications shall be a minimum of forty (40) feet in width to accommodate the construction of two (2) lanes of asphalt roadway, with concrete curb and gutter, and five (5) foot wide sidewalks, including a three (3) foot tree lawn area, which all adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan. The construction of these improvements is the sole responsibility of the developer(s) of this project. Along with this dedication of these rights-of-way areas, the developer shall provide a five (5) foot wide roadway, maintenance, landscaping, sewer, sidewalk, and utility easement along both sides of this public dedication area. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be

installed by the developer, as specified by the City of Wildwood's Town Center Plan within the rights-of-way of these unnamed streets and directed by the Department of Public Works.

- f. **Eatherton Road Extension** - Dedicate the required amount of right-of-way and/or easements within the boundaries of this property to the City of Wildwood for the construction of the Eatherton Road Extension for public roadway purposes, which include a minimum driving surface of two (2) lanes that total twenty-six (26) feet in width, a five (5) foot wide sidewalk on both sides of this driving surface, and street trees and lights, including a minimum seven (7) foot wide tree lawn area for these improvements. A roundabout, and related channelization islands and other improvements as set forth therein, is required within the Eatherton Road Extension right-of-way area and the developer is responsible for its construction. Improvements to Eatherton Road shall conform to all of the requirements of the City of Wildwood's Street Specifications of the Town Center Plan, as directed and approved by the City of Wildwood's Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of Eatherton Road and directed by the Department of Public Works.
- g. **Birch Forest Drive – The trail/emergency extension of extend Birch Forest Drive, from its current terminus into the subject site, shall be limited to a design that accommodates only emergency and pedestrian/bicyclist access. The construction and of this trail/emergency extension shall adhere to established and accepted design, engineering, and material standards and specifications, which would allow for emergency vehicles only, pedestrians, and bicyclists to access across it, while blocking any other vehicle by a system of bollards (or acceptable alternative), to be selected in terms of their types and placements, as directed by the Town Center Plan's Street Specifications and the Streetscape Design Requirements Department of Public Works and the Metro West Fire Protection District, all needing final action by the Planning and Zoning Commission on the Site Development Plan. Safety Components determined necessary for the design and construction/reconstruction of this alternative, trail/emergency/pedestrian/bicyclist any stub street extension shall be indicated on the Site Development Plan and reviewed and acted upon thereafter by the Planning and Zoning Commission.**
- h. **Service Lanes (alleys)** - Complete the necessary dedication of land area within this subject site for private access purposes. These dedications for private purposes shall be used for the construction by the developer of a system of lanes/alleys for service to the authorized lots. These dedications shall be a minimum of twenty-two (22) feet in width to accommodate the construction of a lane/alley, which all adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan.
- i. Any planned traffic island/cul-de-sac shall be designed and constructed by the developer of this residential subdivision in accordance with City of Wildwood standards, and as directed by the Department of Public Works. The Planning and Zoning Commission, on the Site Development Plan, shall approve the final design of this traffic calming improvement.

Miscellaneous Roadway Requirements

- j. Installation of landscaping and ornamental entrance monument or identification signage, if proposed, shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to its installation or construction.
- k. If required sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to vertical alignment and other off-site improvements, may be required to provide the required sight distance as directed by the Department of Public Works.
- l. **Construction access shall be from State Route 100 during the development of this site, not via Birch Forest Drive and/or Eatherton Road.**
- m. Sidewalks shall be required on all public and private streets (parking lot aisles) and provide for a continuous and logical layout of this pedestrian network. Design and construction requirements for all sidewalks within the entire development shall be as established in the Street Specifications and Streetscape Elements of the Town Center Plan. Approval of their location, design, and material shall be by the Planning and Zoning Commission, as part of the Site Development Plan review process.
- n. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's Traffic Generation Assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of roadway improvements.
- o. All internal streets, access drives, or lanes, whether public or private, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as drive lane widths, sidewalks, stormwater drainage facilities, garden walls, street trees and lights, and pedestrian furniture. If certain streets, drives, or lanes are to be private, an easement shall be provided to the City granting public use of them for pedestrian and vehicular purposes. These easements shall be granted at the time of the Record Plat approval by the City Council.

Parking Requirements - Residential

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

Landscape Requirements - Specific

- q. Landscaping shall adhere to all requirements of Ordinance 410 and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.
- r. All streets, roads, and lanes shall be appropriately landscaped as required by the Streetscape Design Requirements of the Town Center Plan and approved by the Planning and Zoning Commission on the Site Development Plan.

- s. The areas of existing vegetation within the P.R.D. Overlay District boundaries identified as to be retained shall be marked on the site prior to the commencement of any disturbance in accord with the City of Wildwood's Ordinance 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and approval. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Ordinance 410 Tree Preservation and Restoration Code.
- t. Landscaping with the defined common ground areas shall comply with Ordinance 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual. The Planning and Zoning Commission, on the Site Development Plan, shall approve the planting pattern. Amenities, such as benches, lights, and walking paths shall be installed in the open space area of the residential development by the developer of these one hundred ninety-four (194) ~~eighty-seven (187)~~ dwelling units.
- u. The developer shall provide a minimum twenty (20) foot wide, landscape buffer strip, within a perpetual easement dedicated to the Homeowners Association for its maintenance and care, along the entire eastern boundary of the site, where existing woodlands are not preserved, for plantings, as reviewed and acted upon by the Planning and Zoning Commission.
- v. A Landscape Architect shall sign and submit all plans for review and approval for this mixed-use development.

Signs - Residential

- w. Signs for this P.R.D. Overlay District shall be erected in accordance with the Town Center Plan Architectural Guidelines and Section 415.410 Sign Regulations of the City of Wildwood Zoning Ordinance for the R-3 10,000 square foot Residence District.
- x. The location of all signage shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Signage not located on common ground must be erected within an easement.

Lighting Requirements

- y. The location of all lighting standards shall be as approved on the Site Development Plan. No on-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties. Illumination levels for all lighting shall comply with the provisions of the City of Wildwood's Zoning Code, Section 415.450 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission shall approve the location, design, and appearance of all light standards and fixtures as part of the Site Development Plan review process.

Miscellaneous Conditions

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

- aa. Improvements associated with public infrastructure, such as roadways, sidewalks, and access points, shall comply with general design principles that will provide for safe and efficient movement of traffic in and around these sites and improve overall circulation in the area. These improvements shall be reviewed and approved by the Department of Public Works.
- bb. Hours of construction and grading activity shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No development (grading and construction) activity shall be authorized on Sundays.
- cc. All retaining walls exceeding three (3) feet in height per section or crossing individual property lines shall be constructed of an appropriate inter-locking concrete block system. Walls crossing property lines shall be located in a maintenance easement. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.
- dd. The location of all utility easements for proposed service to this development shall be as approved by the Planning and Zoning Commission on the Site Development Plan. All utilities installed to serve this site shall be placed underground, including any existing overhead lines located on the subject property.
- ~~ee. No portion of any lot that is to be located within the proposed eight (8) lot cul-de-sac solely served by Pond Grover Loop Road shall extend closer than thirty (30) feet to the abutting Planned Residential Development Overlay District (PRD) boundary to their north. This buffer area shall be protected from all land disturbance activities. Additionally, the common boundary between this site and the Sandalwood Creek and Hunters Run Subdivisions shall be separated by a minimum ten (10) foot buffer area that is common ground. This area shall also be protected from all land disturbance activities.~~

5. TRAFFIC GENERATION ASSESSMENT FEE

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

<i>Type of Development</i>	<i>Required Contribution</i>
Single Family Dwelling (detached)	\$1,055.10/Parking Space

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

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

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

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

The Planning and Zoning Commission is recommending these fees be credited to the developer for the purposes of assisting with completion of required improvements within the right-of-way of the Pond-Grover Loop Road, **if constructed. Additionally, credits may also be considered toward the construction of the Eatherton Road extension through the subject site, but would be solely based upon the difference in cost of a residential type street, of the same dimensions, versus this arterial type roadway. Credits would only be considered for the Eatherton Road Extension, if Pond-Grover Loop Road were not to be constructed.** The granting of these credits is at the sole discretion of the City Council.

6. VERIFICATIONS PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

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

Stormwater Improvements

- a. Submit to the Planning and Zoning Commission an engineering plan approved by the City of Wildwood Department of Public Works and the Metropolitan St. Louis Sewer District showing that adequate handling of the stormwater drainage of the site is provided.
 1. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and the Metropolitan St. Louis Sewer District standards.
 2. All stormwater shall be discharged at an adequate natural discharge point. Sinkholes are not adequate points of natural discharge and may not be disturbed.
 3. Retention/detention of differential runoff of stormwater shall be required. Stormwater management shall be provided in permanent retention/detention facilities, such as ponds or other acceptable alternatives. These retention/detention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
 4. All proposed retention/detention facilities and related stormwater improvements shall be located in a common ground area and insure perpetual maintenance to the Homeowners Association to be created at the time of platting of this development, unless otherwise accepted by the Metropolitan St. Louis Sewer District.
 5. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the Site Development Plan/Improvement Plan process, to implement "best management practices" for stormwater management and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, vegetative swales, and other options to substantially reduce the amount of stormwater leaving the subject site.
 6. The developer shall provide adequate detention and/or hydrologic calculations for review and approval of all stormwater that will encroach on City of Wildwood/Missouri Department of Transportation (MoDOT) rights-of-way.
 7. A bond or letter of credit will be required by the City of Wildwood to cover any downstream damage to abutting or adjacent properties, common ground areas, or drainageways caused by the developers' use of this subject site (land/disturbance/grading/construction activities, etc.), which shall be used for the restoration of damaged areas to their pre-development condition, if the developers fail to meet their responsibilities in this regard. The amount of this bond and

the establishment of the process for creating an accurate baseline condition for the existing downstream facilities shall be at the discretion of the City of Wildwood Department of Public Works, in conjunction with input from the petitioner's engineer.

Geotechnical Report

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

Stormwater Pollution Prevention Plan

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

Natural Resource Protection Plan

- d. Provide a revised and final copy of the Natural Resource Protection Plan indicating all areas of the site, which are to be designated as protected and not developable. This revised and final copy of this map shall be reviewed and signed by a qualified soil scientist, who completed the analysis, and a statement indicating compliance with all the requirements of Section 1005.200 of the City of Wildwood's Subdivision and Development Regulations.

Environmental Assessment – Phase One

- e. The developer shall provide to the Planning and Zoning Commission, as part of the Site Development Plan submittal package, a Phase I Environmental Assessment Report of the property, which indicates its current condition relative to its past utilization by other owners. Determination regarding any required remediation shall be identified and completed, prior to the approval of the Record Plat and before the occupancy of any residential unit, all being in accordance with State and federal standards and guidelines, as set forth by the United States Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR), for any determined contaminant exceeding a residential cleanup standard/guideline, with the cost borne for such by the developer and not the City of Wildwood.

Floodplain Study and Plans/Wetlands Study

- f. The developer shall provide a floodplain/wetlands study to the Department of Public Works indicating compliance to the requirements of the City of Wildwood, the U.S. Army Corp of Engineers, and the Federal Emergency Management Agency (FEMA) regarding disturbance or development in

the protected waterways and floodplain areas. This study shall minimally provide information relating to disturbance of any protected area and be reviewed and acted upon by the Department of Public Works, as part of the Site Development Plan submittal process.

7. RECORDING

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

8. VERIFICATION PRIOR TO PERMITS

Notification to Department of Planning

- a. Subsequent to approval of the Site Development Plan and prior to issuance of any grading, foundation, or building permit, all approvals from the Department of Public Works (Wildwood), the Missouri Department of Transportation, the Metro West Fire Protection District, the Missouri Department of Natural Resources, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.
- b. Prior to the issuance of a foundation or building permit for any lot, which adjoins the common ground area and/or detention, basin, written certification from a Professional Engineer which verifies these areas are graded in accordance with the approved plans, must be received by the Department of Planning.

Roadway Improvements

- c. Improvements to State Route 100 and Eatherton Road must be completed prior to the issuance of building permits in excess of ten (10) percent of the units. Any delays in utility company relocation and adjustments will not constitute a cause to allow occupancy prior to completion of roadway improvements.

Land Subdivision

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

Indentures

- e. With the filing of the record plat establishing separate lots, the developer shall record an approved indenture, which defines the necessary assessments and specific trustee obligations in accord with provisions of Section 415.470 and 415.510 of the City of Wildwood Zoning Code.

Escrow Requirements

- f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

Improvement Plans

- g. The developer of this residential subdivision shall provide to the City Improvement Plans indicating construction details relative to public and private infrastructure associated with its development. Said plans will be used to calculate escrow requirements for these identified improvements.

Sanitary Sewage System

- h. The developer shall provide verification from the Metropolitan St. Louis Sewer District that public sewer service has been provided to this site. Verification shall be in a form acceptable to the City of Wildwood.

Potable Water Service

- i. The developer shall provide verification from the Missouri American Water Company that service to this subdivision can be provided at acceptable levels relative to the density of the project and not cause service issues to other households served by the same.

9. GENERAL DEVELOPMENT CONDITIONS

- a. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- b. A grading permit is required prior to any grading on the site. Interim stormwater drainage control in the form of siltation control measures is required.
- c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District development shall be prominently displayed at all times in all sales offices for this development.
- d. The petitioner shall be responsible for obtaining all necessary permits from the Department of Natural Resources Clean Water Commission as they relate to the development of this tract of land.
- e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.
- f. Failure to comply with any or all of the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City of Wildwood Departments or Commissions.
- g. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with Site Development Plans approved by the Planning and Zoning Commission and the Department of Planning.
- h. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Planned Residential Development Overlay District

Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

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

10. PUBLIC SPACE REQUIREMENTS

- a. Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 and 415.270 of the City of Wildwood's Zoning Ordinance. The City Council accepts the findings of the Public Space Study adopted therein and determines the compliance with the Public Space Ordinance provisions will address the impact of this specific development on public space needs in a manner and amount that is equal to less than an amount that is roughly proportional to the actual or anticipated impact. The installation of required public space improvements shall be as required by the applicable ordinances, but shall be completed prior to issuance of any occupancy (temporary or final) permit authorized by this ordinance. Unless otherwise approved pursuant to the procedures set forth in the Public Space Ordinance, the public space attributable to this development, **based upon the number of authorized dwelling units at a rate of 1,742.4 square feet per new single family dwelling**. The provision of public space shall substantially comply with the Preliminary Development Plan submitted in conjunction at the public meeting on November 2, 2015.

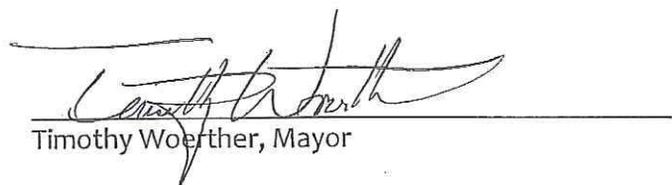
Editor's Note: Changes to the report from its October 5, 2015 version to the November 2, 2015 are with a single strike-through line. Previous changes considered by the members at their October 5, 2015 Planning and Zoning Commission meeting are indicated by blue-type. **No modifications have been made to the Letter of Recommendation, since the Planning and Zoning Commission took action upon it on November 16, 2015, excepting Condition 2(d). This condition was recommended for a change, as part of the motion and vote on the overall Letter of Recommendation, which, again, failed for a lack of majority. Changes to the Letter of Recommendation, which were supported by the City Council and authorize for inclusion in the proposed Bill, are indicated in brown, bolded type. Blue, bolded type reflects changes from the January 11, 2016 City Council meeting.**

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

This Bill was passed and approved this 25 day of January, 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.

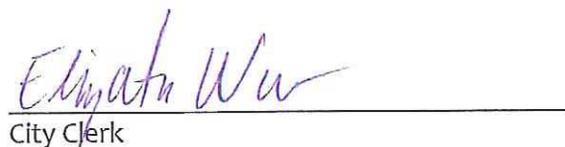


Presiding Officer

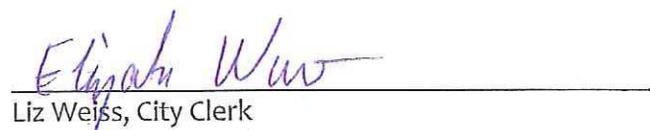


Timothy Woerther, Mayor

ATTEST:



City Clerk



Liz Weiss, City Clerk

Attachment C
Background Information

From: **Jason Peterein** JTPETE@stlmsd.com 
Subject: RE: Bright Leaf -SDP -MSD Review for Conceptual Approval
Date: September 16, 2016 at 9:23 AM
To: Mike Boerding MBoerding@sterling-eng-sur.com
Cc: Josh Foster jfoster@jhberra.com, Mike Falkner mfalkner@sterling-eng-sur.com,
Chris Deguentz (cdeguentz@fischerandfrichtel.com) cdeguentz@fischerandfrichtel.com, George Gower
GGower@sterling-eng-sur.com, John Luetkenhaus JLuetkenhaus@sterling-eng-sur.com, Joe Vujnich
JVujnich@cityofwildwood.com

Mike,

MSD takes no exception to the site development plan, subject to formal plan review of the detailed engineering. MSD's expectations are that the detailed engineering that support this plan will satisfy the District's Rules and Regulations and address the issues noted in the conceptual review MSD previously provided on 7/28/16 (attached).

I do not foresee issues that would adversely detract from the overall concept or intended use level of the property. With this being a preliminary plan, please be advised that review of the detailed engineering may require deviations from the site development plan, particularly within the water quality and detention areas as they relate to pretreatment features, biocell/detention basin configuration, outlet design, etc. These items are normally identified and addressed when the detailed engineering is presented to and reviewed by District staff under a P-job.

MSD will provide further review and comment on this project during the course of formal plan review (P-job) submittal.

Please let me know if you have any questions.

Thanks
Jason

Jason T. Peterein, PE
Principal Engineer
Engineering / Development Review
Metropolitan St. Louis Sewer District
2350 Market Street
St. Louis, MO 63103
T: 314.768.2773
F: 314.768.6342

From: Mike Boerding [mailto:MBoerding@sterling-eng-sur.com]
Sent: Thursday, September 15, 2016 3:18 PM
To: Jason Peterein
Cc: 'Josh Foster'; Mike Falkner; 'Chris Deguentz (cdeguentz@fischerandfrichtel.com)'; George Gower; John Luetkenhaus
Subject: Bright Leaf -SDP -MSD Review for Conceptual Approval

Jason,
We spoke about the Bright Leaf SDP late last week on the phone and sent down three copies Friday afternoon for your review. You said that you were busy this week but would try to look at the SDP by tomorrow. Joe Vujnich has scheduled Bright Leaf SDP for Monday night so the City will take action on the SDP approval. However, he requested that we get an approval from MSD on the SDP. Joe said he

was going to contact you on Wednesday but we do not have confirmation whether he was able to talk with you and if he has a comfort level to allow the SDP to move forward.

Joe would not accept the paid conceptual review of the SWPPP we received earlier this summer. Would you be able to send a reply to this email granting conceptual approval of our SDP? An email or phone call to Joe with a positive recommendation would be helpful at this point. Our SDP is the same as the SWPPP except the Pond-Grover loop road has been removed and a trail has been added in its place. The sewers connections, detention basins and BMPs are all shown where they are intended for final design. We understand that there are design contingencies that will have to be proved with the improvement plan calculations, submittals and review.

Your help in this matter is greatly appreciated.

Respectfully requested,

Mike

Mike Boerding, PE

Vice President

The STERLING Company

5055 New Baumgartner Rd

St. Louis, MO 63129

314-446-5781 direct

314-487-0440 office

314-393-3813 cell

www.sterling-eng-sur.com



Villages at Brightleaf
Subdivision D-371.pdf



**Metropolitan St. Louis
Sewer District**

2350 Market Street
St. Louis, MO 63103

July 28, 2016

The Sterling Company
Attn: Mr. Michael Boerding, P.E.
5055 New Baumgartner Road
St. Louis, MO 63129

RE: Eatherton 290'S of Sandlewood Creek
(The Villages at Brightleaf)
Basic Conceptual Review
MSD Ref. No. D-371-00

Dear Mr. Boerding:

MSD has completed a **basic conceptual review** of a SWPPP submitted by your office representing a basic concept for a proposed 194 lot single family residential subdivision located at 2350 Eatherton, 2344 Eatherton, 16721 Manchester, 2531 Taylor, 2567 Taylor, 2555 Taylor, 16602 Overlook Hills, 16618 Overlook Hills, and 16615 Overlook Hills in the City of Wildwood.

Project Overview

The project is located in the Caulks Creek watershed and Missouri River WWTP service area (Caulks Creek sanitary sub shed). Based on historic aerial photography, the approximately 78.82 ac development area consists of open meadow, woods, and existing residences. Access to the site is at its southeast corner off of Route 100 north of Taylor and along Eatherton Road to the west. Numerous tributaries feed four main channels that concentrate and convey runoff to the northern boundaries of the site.

Storm and sanitary sewers are located in the existing developments to the north and east adjacent to the site. Pond-Grover Loop Road ROW abuts the site at its north-central boundary.

Fischer and Fritchel Custom Homes LLC/Consort Homes LLC propose to construct 194 ~ single family lots, along with public streets, cul-de-sacs, sidewalks, utilities, sewers, and common ground areas on the property. Storm and sanitary sewers, along with their connection points to the existing systems were not depicted. Numerous sediment basins are depicted on the plans which also appear to be consistent with the likely location of detention basin and water quality features that will manage the site's post developed runoff.

Stormwater Management

Given the quantity of land disturbance and additional runoff proposed by this preliminary plan, post-construction storm water quality BMPs will be required. Runoff generated by all disturbed areas shall be treated. For an existing site impervious footprint of less than 20%, this site is designated as "new development" for the purpose of evaluating BMP performance and compliance with the Phase II permit. Water quality strategies and practices that provide for volume reduction shall be employed such that the site's post developed runoff condition mimics

its preconstruction runoff condition. The MSD MEP spreadsheet or site specific continuous simulation modeling may be used to demonstrate the design's compliance with this Phase II requirement.

An existing natural resource inventory map was not provided with this submittal, and should be prepared as an initial step in the site's design. The natural resource inventory should also assess the presence or absence of wetlands, streams, floodplains, and Karst; the nature of the existing topography (i.e. slopes exceeding 20%), the extents of vegetated cover and preservation, and the existing property use and surrounding property use. The extent of these features should be summarized in a table presented on the map. Please refer to MSD's Site Design Guidance document for preparation guidelines. Note that a project that affects wetlands or waters of the U.S. or State (jurisdictional waters) will likely be accompanied by an additional assessment of the feature as required by U.S. Army Corps of Engineers and/or Missouri Department of Natural Resources under the Clean Water Act section 401/404 permitting requirements. MSD will require documentation that the project has satisfied 401/404 permitting requirements necessary to begin construction prior to issuing formal plan approval, or, documentation from the appropriate agency confirming that the project's development activities are exempt.

Channel Protection (extended detention of the runoff originating from the 1yr 24 hour storm) is required. Detention is required such that the site's post developed flow rates resulting from the 2yr 24 hr and 100yr 24 hour storms are within the limits prescribed by MSD for the Caulks Creek Watershed (0.2 CFS/ac for the 2yr-24 hr storm and 1.4 cfs/ac for the 100yr-24 hour storm). These release rates shall be met at each of the site's natural outfalls.

Nested bioretention basins (to manage water quality, channel protection, and detention) may be utilized when the drainage area tributary to the biocell is less than five acres. Pretreatment in the form of forebays are necessary for point discharges for which the tributary acreage exceeds 2.5 acres. Alternatives to a forebay may be used for pretreatment for basins receiving point discharges and managing an area less than 2.5 acres. Typical details and guidance for nested bioretention, along with appropriate pretreatment features can be accessed from MSD's BMP Toolbox at the following link: <http://www.stlmsd.com/what-we-do/stormwater-management/bmp-toolbox/stormwater-quality/bioretention/nested-bioretention>

Fence placement shall not inhibit BMP/Detention basin maintenance equipment ingress/egress if access corridors will be provided between lots. Any basins that require retaining walls shall be supported by a design by a geotechnical engineer registered in Missouri, and shall be configured to allow sloped access to the basin on at least one accessible side. Walls supporting an embankment within the basin should be monolithic and watertight in order to prevent seepage.

The Sheet Flow to Buffer Credit (as outlined in Section 5.4 of the 2000 Maryland Stormwater Design Manual) may be implemented to manage runoff originating from the rear yards as depicted on the plans. Deep rooted, native vegetated buffers shall be established on the steep slopes behind lots that intend to claim this credit (for example, the 3:1 slopes separating lots 17A-29A from the existing preservation limits). Final plans will need to depict preservation limits and final grading for each lot that will benefit from the credit.

Proposed contours on grading plans shall provide overland flow paths such that proposed homes will not be subject to overland flooding. Where swales are proposed, cross sections and open channel calculations should be provided with the formal design submittal in order to demonstrate their adequacy. The grading plan shall also provide for a sufficient overland flow path for conditions in which the proposed storm sewer system becomes blocked or surcharged. If topography will not allow for an overland flow path, designated ponding areas shall be

provided based on the 100yr-24 hour storm and identified on the improvement plans. The finish floor/low sills of the proposed homes shall be positioned above the 100yr-24 hour high water ponding elevation and overland conveyance limits. As a general observation of this plan, lots that are adjacent to a low point within a public street or alleyway will need an identified ponding area and analysis of the finish floor/low sills with respect to the ponding limits. The proposed contours depicted on lot 53A imply a low area that may be problematic in this regard as well.

In order to avoid diverting additional runoff onto neighboring properties, drainage originating behind lots 32A-30A, and lots 88B – 83B should be captured onsite and conveyed via open channel or storm sewers to onsite storm water management facilities. Pond Grover Loop Road/Eatherton Road, from the entrance on Route 100 to Station 59+50, including the lots and minor streets that drain towards it, also require treatment for water quality, channel protection, and detention.

The concept of the large detention basin proposed west/adjacent to the proposed Pond Grover Loop Road extension was previously discussed. As noted in previous communication, MSD would take no exceptions to that subject to the following:

- Caulks Creek 2yr and 100yr release rates for the tributary area are satisfied, assuming a fully developed tributary area. Channel Protection for the development would need to be managed in a separate basin or nested within volume reduction based WQv BMPs. Offsite areas would receive the benefit of having flood detention provided for in this basin, however they would be expected to provide their own WQv and CPv on their own site.
- Hydraulic study required to demonstrate this configuration will not cause a rise upstream or hindrance to the hydraulic performance of upstream storm sewers. MSD does not have record of storm sewers located within Route 100 (likely MoDOT's). These systems will need to be verified and accounted for in your development plans and analysis. Approval from MoDOT will be required prior to MSD approvals if the development plans will affect their existing drainage system or require connection into it.
- Flowrate and velocity conditions downstream from the detention basin's outlet should mimic current conditions or be improved in terms of channel capacity or erosion potential.
- The detention basin's configuration would need to satisfy the City of Wildwood's requirements, including compliance with their Stream Buffer ordinance (or their indication of this requirement being not applicable or waived). Corps of Engineers/DNR approval will also be required.
- An arborist should be engaged to assess the existing trees and vegetation that will be preserved within the ponding limits of the basin. The arborist should evaluate the suitability of the existing species in light of the ponding depths and inundation conditions that would be expected to occur within the detention basin. Appropriate recommendations for species removal, new species selection, vegetation establishment, and long term maintenance should be provided by the arborist. These recommendations shall be implemented in the design, construction, long term maintenance, and operation of the basin.
- The embankment would need to be designed and supported by a geotechnical engineer's analysis. In addition, dams with a height of 35' or greater will also require DNR approval.

- Interim detention basins will be necessary to serve development within the site that may occur upstream from the basin prior to the final connection of Pond Grover Loop Road.

The diameter and condition of the receiving storm sewer system located within Sandalwood Creek that receives the outflow from the site located in the vicinity of sediment trap K is unknown. Prior to permitting a connection to it, the developer would need to do the following:

- The hydraulic capacity of the receiving system shall be analyzed from structure 23V4-005D to the development's point of tie-in. If in the existing configuration it lacks capacity, it will require upsizing.
- A review of P.B. 234 Pgs 33 and 34 indicates that sufficient easement rights exist.
- Provide MSD with a CCTV inspection of the existing sewer for review. Please contact Brian Dunn (314-335-2072) prior to doing so.
- MSD will review the findings of the inspection. Any deficiencies found in the line would need to be corrected by the developer under the permit for this project.

Sanitary

Modeled sanitary sewers are located downstream of the site as highlighted on the enclosed basemap. MSD staff evaluated the model assuming an additional peak sanitary flow of 0.44 CFS generated by the development and found that the sewers within the model have sufficient capacity for that flowrate. A hydraulic analysis of the receiving sanitary system located upstream from the limits of the model will need to be performed and submitted for formal review (either as its own P# or concurrent with the P# for the development plans). Reaches indicated by the analysis to lack the capacity to accommodate the additional peak flows generated by the development will need to be improved by the developer. Peak flows should be determined via tributary house count and criteria outlined in Chapter 3 of MSD's Rules and Regulations. Starting HGL for the analysis (per the model) are 636.66 at MH 23U4-004S and 662.65 at MH 23V2-045S. Please contact me if other HGL/locations are necessary.

Sewers and manholes shall be located out of the zone of influence of nearby buildings and retaining walls. Working room shall be provided, including a six foot diameter flat area centered at the manhole structures (Sanitary and Storm).

In accordance with the Local Plumbing Codes, proposed homes with fixture elevations lower than the rim elevation of the next upstream sanitary manhole shall have sanitary backwater valves. Note that facilities equipped with backwater valves will be inoperable until the conditions actuating the valve have been subsided.

Other Items

A Maintenance Agreement is required to ensure long term maintenance and operations of all storm water BMPs and detention basins.

A subdivision plat will be required showing the new property lines. Easements will be required for new public storm and sanitary sewers. The BMP reserve areas required for all storm water Best Management Practices should be shown on the improvement plans and established on the record plat and the Maintenance Agreement. BMP reserve areas shall not encroach upon MSD maintained sewers or easements.

Natural areas, if intended to be preserved as buffers for stormwater management credits shall be protected by a BMP Reserve Area, acceptable conservation easement, or other enforceable instrument that ensures perpetual protection of the proposed area.

Encroachments upon MSD easements and facilities, specifically by retaining walls and their tie back systems shall be avoided.

The connection fee for this project will be determined during the formal plan review. The current single family rate is \$1072/residence.

The project is located within the Caulks Creek Surcharge area, assessed at \$2750/acre.

The project will likely require offsite public sewer construction. Proof of a general liability certificate will be required of the contractor prior to pulling permits from the District. In addition to the offsite nature of both the storm and sanitary sewer construction, existing easements may be utilized if the easement language allows MSD temporary use of adjacent ground for working room. New easements allowing for working room will be necessary if the language for the existing easements considered for utilization do not provide for this.

Limitations of Conceptual Review

Formal MSD review, approval, and permits are required prior to construction.

Unless otherwise indicated, any requirements mentioned in the conceptual review should be addressed during the formal P-job plan review process. Conceptual review is normally done only once. Any new questions or other additional changes to the originally submitted plans should normally be resolved during formal plan review.

Conceptual review is subject to the requirements of detailed review of final design plans and is subordinate to the review and approval of said final design plans. This project is not currently under review of final project plans.

Sincerely,



Jason Peterein, P.E.
Principal Engineer
Engineering/Planning-Development Review

Enclosure: MSD System Map

John Luetkenhaus

From: JOHN "JAY JAY" BRADEN <John.Braden@modot.mo.gov>
Sent: Tuesday, September 13, 2016 8:08 AM
To: Mike Boerding
Cc: John Luetkenhaus; Mike Falkner; 'Chris Deguentz (cdeguentz@fischerandfrichtel.com)'; 'Al Hicks'; 'Josh Foster'; George Gower
Subject: RE: Bright Leaf -Site Development Plan -MoDOT Review
Importance: High

Mike,

I discussed this plan with our area engineer and at this time MoDOT cannot give conceptual approval until we have received & reviewed a traffic impact study that does not have the Pond Grover Loop connection. Any work off MoDOT right of way is up to the city to approve and if the developer wants to proceed with detailed plans for the intersection at route 100 prior to the TIS being approved they do so at their own risk.

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

-----Original Message-----

From: mboerding.sterling-eng-sur.com
Sent: Thursday, September 08, 2016 4:55 PM
To: JOHN "JAY JAY" BRADEN
Cc: John Luetkenhaus; Mike Falkner; 'Chris Deguentz (cdeguentz@fischerandfrichtel.com)'; 'Al Hicks'; 'Josh Foster'; George Gower
Subject: Bright Leaf -Site Development Plan -MoDOT Review

Jay Jay,

Attached is the current site development plan for Bright Leaf. Bright Leaf is a 192 lot development located in Wildwood Missouri near the intersection of Highway 100 and Highway 109. As part of this development, Eatherton Road will be extended parallel to Highway 100 and intersect at Taylor Road. The City directed the developer to remove the previously proposed Pond Grover Loop Road from the development. This project was studied by Crawford Bunte and Brammier (CBB) for traffic impacts during the zoning process. CBB will be presenting construction plans at Taylor Road to MoDOT for permit review at the appropriate time. Sterling is engineering all other site infrastructure.

At the present time, the site development plan is being processed through the City of Wildwood. The SDP solidifies the site specific zoning ordinance. The attached SDP is for your review and comment. The City of Wildwood is asking that MoDOT provide approval of the SDP. Please let us know whether you have any questions, comments or need additional information. If a meeting with you would help expedite an approval of the SDP, please let me know.

Thank you,
Mike Boerding

From: **Rick Brown** rbrown@cityofwildwood.com
Subject: Fwd: Brightleaf - Request for Conceptual Approval
Date: September 11, 2016 at 9:25 AM
To: Joe Vujnich JVujnich@cityofwildwood.com



Fyi

Begin forwarded message:

From: JEANETTE K RUGGERI <Jeanette.Ruggeri@modot.mo.gov>
Date: September 9, 2016 at 2:11:45 PM CDT
To: lcannon.CBBTRAFFIC.COM <lcannon@CBBTRAFFIC.COM>
Cc: Rick Brown <rbrown@cityofwildwood.com>, KAREN D YEOMANS <Karen.Yeomans@modot.mo.gov>
Subject: RE: Brightleaf - Request for Conceptual Approval

The traffic impact study will have to be revised to show that the connection is not being made. We will also require that the interchange at 100 @ 109 be evaluated as well. I will look and see if I have recent counts that you can use for this. One of the concerns here is that most of the school traffic for the new development will be utilizing the interchange now, so please be sure to look at school start and release.

Thank you,

Jeanette Ruggeri

Senior Traffic Studies Specialist
NEW Cell: 314-325-6719
Missouri Department of Transportation
South and West St. Louis County
jeanette.ruggeri@modot.mo.gov

From: lcannon.CBBTRAFFIC.COM
Sent: Thursday, September 01, 2016 5:08 PM
To: JEANETTE K RUGGERI
Cc: Rick Brown
Subject: Brightleaf - Request for Conceptual Approval

Jeanette,

It is my understanding that the City of Wildwood has made the decision not to pursue the Pond Grove Loop Road extension through the Brightleaf Residential development site. I copied Rick Brown on this email and ask that he confirm this for us both.

That said, what, if anything, do you need to provide a conceptual approval letter?

The developer wants to begin grading ASAP. They also want CBB to start the intersection design plans for a fourth leg on Route 100 opposite Taylor Road.

Thanks,

Sent from my Dell Ultrabook PC.

Lee Cannon, PE, PTOE

Principal – Traffic Engineer

CBB

12400 Olive Boulevard, Suite 430 | St. Louis, MO 63141

314-878-6644, Ext. 12 (Office) | 314-449-8242 (Direct) | **314-308-6547 (Mobile)**

Lcannon@cbbtraffic.com | www.cbbtraffic.com



CBB_HI_RES_COLOR(DKYEL)





MISSOURI
AMERICAN WATER

May 11, 2016

Sterling Co
Attn: Larry Green
5055 New Baumgartner Road
St. Louis MO 63129

Missouri American Water
727 Craig Road, Suite 201
St. Louis, MO 63141
amwater.com

MAY 16 2016

RE: **The Villages at Bright Leaf – St. Louis**

BY:

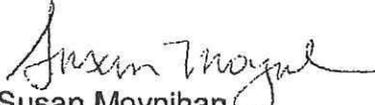
Dear Larry:

The proposed development known as The Villages at Bright Leaf will require a water main extension. However, before Missouri American Water Company can prepare a layout for the water main extension to serve this development, we will require the following information:

1. Two sets of site and grading plans showing sewer locations profiles and elevations, lot lines, streets with names and right of way information.
2. Fire flow requirements and fire hydrant locations from the appropriate fire department.
3. A CD with a site plan that shows the Subdivision lots, right-of-ways and street names with documentation stating private and or public. Also on this CD we need a separate site plan, grading plan with property and boundary lines.
4. Name and Address of the Developer.

Should you have any questions, please contact Sue Moynihan at (314) 996-2306.

Sincerely,


Susan Moynihan
New Business Supervisor

Missouri American Water
727 Craig Road
St. Louis, MO 63141
USA

T +1 314 996 2306
F +1 314 569 3972
E sue.moynihan@amwater.com
I www.amwater.com

From: **Rod Cook** rodco@metrowest-fire.org
Subject: Bright Leaf
Date: September 15, 2016 at 10:16 AM
To: Mike Falkner mfalkner@sterling-eng-sur.com
Cc: Joe Vujnich JVujnich@cityofwildwood.com



Mike,

Thank you for bringing your team out yesterday to review the Bright Leaf project. As we discussed in our meeting the Fire District is conceptually okay with the plans. Below are the items that will need further review/discussion.

- Roundabout design
- Intersection splitters design including signage
- No Parking posted on streets and recorded on plot
- Sidewalk crossing – speed tables
- Birch Forest – Fire department access – prefer passive access

We also requested preliminary hydrant layout, which we have received from John L. yesterday.

CC: Joe Vujnich – City of Wildwood

Regards,

J. Rodney Cook
Battalion Chief, Fire Marshal
Division of Community Risk Reduction
Metro West Fire Protection District
636.458.2100
636.821.5806 Direct
RodCo@MetroWest-Fire.org
MetroWest-Fire.org



"Your Life, Our Mission...."

Mike Falkner

From: Dave Phipps <daveph@metrowest-fire.org>
Sent: Wednesday, July 01, 2015 11:26 AM
To: Larry Green
Subject: RE: The Villages at Bright Leaf

Follow Up Flag: Follow up
Flag Status: Flagged

Larry,

The bureau of fire Prevention has reviewed The Villages at Bright Leaf. The following are our comments:

1. Fire flow is 1500 GPM at 20 PSI
2. Fire hydrant spacing is 600 feet apart
3. For Fire and EMS access Pond Grover Loop Rd. must be complete from HWY 109 to HWY 100
4. All streets that are less than 26 feet in width must restrict parking on one side
5. All turning radius must comply with the fire district requirements

David E. Phipps
Fire Marshal
Metro West Fire Protection District
(636) 821-5806

From: Larry Green [mailto:LGreen@sterling-eng-sur.com]
Sent: Wednesday, June 24, 2015 1:23 PM
To: Dave Phipps
Cc: Mike Falkner; Mike Boerding; George Gower; Chris DeGuentz (CDeGuentz@fandfhomes.com); Roger Cox (rcox@thejonesconashville.com)
Subject: The Villages at Bright Leaf

Dear Chief Phipps,

This letter is submitted to you on behalf of Fischer & Frichtel Custom Homes, LLC, and Consort Homes, LLC.

Attached please find a cover letter, Google Earth link, locator map, and a Site Development Plan for this project.

This site is located along Eatherton Road near Highway 100 and Highway 109 in the City of Wildwood, Mo.

The Site Development Plan is for your review and comment.

If you have any questions or comments, please do not hesitate to call.

Thank you,

Larry Green

Mike Falkner

From: Ward, Lisa M <Lisa.Ward@charter.com>
Sent: Saturday, June 11, 2016 2:39 PM
To: Larry Green
Subject: RE: Bright Leaf - Will Serve

Follow Up Flag: Follow up
Flag Status: Flagged

Per our Legal Department, Charter does not provide Will Serve letters. We will have a representative contact you if services are available in this area.



Lisa M. Ward
Technical Clerk Sr
Charter Construction
636-387-6633

From: Larry Green [mailto:LGreen@sterling-eng-sur.com]
Sent: Friday, May 13, 2016 9:19 AM
To: Ward, Lisa M <Lisa.Ward@charter.com>
Cc: Mike Falkner <mfalkner@sterling-eng-sur.com>; Mike Boerding <MBoerding@sterling-eng-sur.com>; George Gower <GGower@sterling-eng-sur.com>; 'Chris DeGuentz (CDeGuentz@fandfhomes.com)' <CDeGuentz@fandfhomes.com>; 'Roger Cox (coxforistell@gmail.com)' <coxforistell@gmail.com>
Subject: Bright Leaf - Will Serve

Dear Mrs. Ward,

This email is submitted to you on behalf of Fischer & Frichtel Custom Homes, LLC and Consort Homes, LLC.

Attached please find a cover letter, St. Louis County Locator Map, Google Earth link, and a Preliminary Development Plan for this project.

The Preliminary Development Plan is for your review and comment.

If you have any questions or comments, please do not hesitate to call.

Thank you,

Larry Green
Draftsman

The Sterling Company



AT&T
909 Chestnut St., Rm 9-T-06
St. Louis, MO. 63101

T: 636.479.0058
F: 314.242.8270
e. ja9341@att.com

Date: 9-13-2016

John M. Luetkenhaus
The Sterling Company
5055 New Baumartner Road
St. Louis, MO 63129

RE: The Villages at Bright Leaf

Dear Mr. Luetkenhaus,

In response to your request concerning the availability of **Telephone Service** to the above referenced location, please be advised that AT&T will be able to provide telephone service to you under our approved terms and conditions of service.

Should you need further information, feel free to contact me at any time.

Sincerely,

Kathy Smith
Manager-Engineering (Design)



Administrative Center

111 East North Street
Eureka, MO 63025-1229

(636) 733-2032

(636) 938-2251 Fax

sloanwilliam@rsdmo.org

William M. Sloan

Director of Purchasing and Transportation

September 15, 2016

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



To Whom It may Concern,

The project manager from the Sterling Company has requested Rockwood's response regarding the changes to the development plan for the Villages at Bright Leaf which has eliminated the Pond Grover Loop access. As stated in previous letters to the Planning and Zoning Commission, Rockwood's preference is to limit buses using highway 100 and 109 if at all possible. This is primarily due to traffic congestion on 109 and entering and exiting the development from a divided four lane highway. Winter weather creates other challenges on both of these roads that can be avoided if residential streets could be used to access Green Pines or Lafayette High.

We understand residential development is inevitable and other residents do not want increased traffic through their neighborhoods even though the Pond Grover Loop has been part of Wildwood's developmental plan for years. However, the Rockwood School District's position regarding the use of highways 109 and 100 has not changed.

We look forward to serving the families of The Villages at Bright Leaf and we appreciate the opportunity to provide input on the project.

Sincerely,

A handwritten signature in black ink, appearing to read "William Sloan".

William Sloan
Director of Purchasing and Transportation



WILDWOOD®

September 26, 2016

Pursuant to Chapter 140, Section 140.050 of the Code of Ordinances of the City of Wildwood drafts and checks numbered 32493 through 32662 from the City of Wildwood Operating Account totaling \$1,137,237.98 as listed on the attached pages have been approved by motion of the Council of the City of Wildwood. Note: Check #32492 was included in the last expenditure report however the check number was not reflected on the summary page.

Mayor, City of Wildwood

ATTEST:

City Clerk

VENDOR SET: 01 City of Wildwood

BANK: * ALL BANKS

DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK	AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
C-CHECK	VOID CHECK	V	9/02/2016			032520		
C-CHECK	VOID CHECK	V	9/26/2016			032631		
C-CHECK	VOID CHECK	V	9/26/2016			032632		
C-CHECK	VOID CHECK	V	9/26/2016			032633		
C-CHECK	VOID CHECK	V	9/26/2016			032634		
C-CHECK	VOID CHECK	V	9/26/2016			032635		
C-CHECK	VOID CHECK	V	9/26/2016			032636		
C-CHECK	VOID CHECK	V	9/26/2016			032637		
C-CHECK	VOID CHECK	V	9/26/2016			032638		
C-CHECK	VOID CHECK	V	9/26/2016			032639		
C-CHECK	VOID CHECK	V	9/26/2016			032640		

*** TOTALS ***

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	11	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	11	0.00	0.00	0.00
BANK: * TOTALS:	11	0.00	0.00	0.00

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			NO	DATE			NO	STATUS	AMOUNT
0559	METROPOLITAN SEWER DIST.								
	I-August 2016 August MSD Payment	D	8/31/2016				000000		
	10 5-10-284-00 Utilities-Water		16860 Main Street		55.95				
	10 5-40-284-00 Utilities-Water		16511 Clayton 056385		20.64				
	10 5-40-284-00 Utilities-Water		2153 Highway 109 109		23.05				
	10 5-40-284-00 Utilities-Water		2153 Highway 109 109		21.70				121.34
0946	EFTPS								
	I-T1 201608310557 FEDERAL WITHHOLDING	D	9/02/2016				000000		
	10 2120 Federal/FICA Withholding	FEDERAL WITHHOLDING			7,390.50				
	I-T3 201608310557 FICA CONTRIBUTIONS	D	9/02/2016				000000		
	10 2120 Federal/FICA Withholding	FICA CONTRIBUTIONS			4,459.06				
	10 5-10-120-00 FICA & Medicare	FICA CONTRIBUTIONS			884.05				
	10 5-20-120-00 FICA & Medicare	FICA CONTRIBUTIONS			597.89				
	10 5-30-120-00 FICA & Medicare	FICA CONTRIBUTIONS			453.44				
	10 5-40-120-00 FICA & Medicare	FICA CONTRIBUTIONS			496.14				
	10 5-50-120-00 FICA & Medicare	FICA CONTRIBUTIONS			1,171.75				
	10 5-70-120-00 FICA & Medicare	FICA CONTRIBUTIONS			855.79				
	I-T4 201608310557 MEDICARE CONTRIBUTIONS	D	9/02/2016				000000		
	10 2120 Federal/FICA Withholding	MEDICARE CONTRIBUTIO			1,042.83				
	10 5-10-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			206.76				
	10 5-20-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			139.83				
	10 5-30-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			106.04				
	10 5-40-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			116.04				
	10 5-50-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			274.02				
	10 5-70-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			200.14				18,394.28
0946	EFTPS								
	I-T1 201609140558 FEDERAL WITHHOLDING	D	9/16/2016				000000		
	10 2120 Federal/FICA Withholding	FEDERAL WITHHOLDING			6,639.61				
	I-T3 201609140558 FICA CONTRIBUTIONS	D	9/16/2016				000000		
	10 2120 Federal/FICA Withholding	FICA CONTRIBUTIONS			3,635.39				
	10 5-10-120-00 FICA & Medicare	FICA CONTRIBUTIONS			879.04				
	10 5-20-120-00 FICA & Medicare	FICA CONTRIBUTIONS			245.96				
	10 5-30-120-00 FICA & Medicare	FICA CONTRIBUTIONS			274.20				
	10 5-40-120-00 FICA & Medicare	FICA CONTRIBUTIONS			245.81				
	10 5-50-120-00 FICA & Medicare	FICA CONTRIBUTIONS			1,171.90				
	10 5-70-120-00 FICA & Medicare	FICA CONTRIBUTIONS			818.48				
	I-T4 201609140558 MEDICARE CONTRIBUTIONS	D	9/16/2016				000000		
	10 2120 Federal/FICA Withholding	MEDICARE CONTRIBUTIO			850.21				
	10 5-10-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			205.58				
	10 5-20-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			57.53				
	10 5-30-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			64.13				
	10 5-40-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			57.49				
	10 5-50-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			274.06				
	10 5-70-120-00 FICA & Medicare	MEDICARE CONTRIBUTIO			191.42				15,610.81

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			NO	DATE			NO	STATUS	AMOUNT
2460	ONE AMERICA								
I-457201608310557	457 DEF COMP	D	9/02/2016			000000			
10 2140	Plan 457 Withholding	457 DEF COMP			2,652.60				2,652.60
2460	ONE AMERICA								
I-457201609140558	457 DEF COMP	D	9/16/2016			000000			
10 2140	Plan 457 Withholding	457 DEF COMP			2,652.60				2,652.60
1015	LACLEDE GAS								
I-August 2016	August 2016 Laclede Gas Pmnt	D	8/31/2016			000000		<i>Draft</i>	
10 5-10-282-00	Utilities-Telephone	16860 Main St			279.77				279.77
2006	AMEREN MISSOURI								
I-August 2016	August Ameren UE Payments	R	8/31/2016			000000		<i>Draft</i>	
10 5-10-280-00	Utilities-Electric	16860 Main Street			4,369.74				
10 5-10-280-00	Utilities-Electric	4701 Fox Mountain Ut			15.08				
10 5-10-280-00	Utilities-Electric	1818 Wildhorse Cr Ut			15.08				
10 5-10-280-00	Utilities-Electric	18529 Hawks Hill Uti			15.08				
10 5-10-280-00	Utilities-Electric	18632 Windy HollowUt			15.08				
10 5-10-280-00	Utilities-Electric	1353 Homestead HeiUt			15.08				
10 5-10-280-00	Utilities-Electric	4 Grand Meridian Uti			15.08				
10 5-10-280-00	Utilities-Electric	4515 Hencken Utility			15.08				
10 5-10-280-00	Utilities-Electric	18518 Melrose Utilit			57.15				
10 5-10-280-00	Utilities-Electric	4522 Fox Creek Utili			35.65				
10 5-10-280-00	Utilities-Electric	3610 Hawks Rest Rd P			35.65				
10 5-10-280-00	Utilities-Electric	173 Stonestrow Util			15.08				
10 5-10-280-00	Utilities-Electric	18301 Eagles Rest Ut			15.08				
10 5-10-280-00	Utilities-Electric	3135 Shady Glenn Uti			15.08				
10 5-70-276-00	Traffic Signals/Street Lights	16506 Manchester Rd			22.78				
10 5-70-276-00	Traffic Signals/Street Lights	16555 Manchester Rd			145.83				
10 5-70-276-00	Traffic Signals/Street Lights	2425 Taylor Rd Traff			43.86				
10 5-70-276-00	Traffic Signals/Street Lights	2455 Taylor Rd Traff			216.89				
10 5-70-276-00	Traffic Signals/Street Lights	2640 Generations Dr			186.38				
10 5-70-276-00	Traffic Signals/Street Lights	227 Plaza Dr North			255.00				
10 5-70-276-00	Traffic Signals/Street Lights	2405 Taylor Rd Lite			120.31				
10 5-70-276-00	Traffic Signals/Street Lights	127 Plaza Dr			683.66				
10 5-70-276-00	Traffic Signals/Street Lights	2300 Windsor Meadow			2,167.37				
10 5-70-276-00	Traffic Signals/Street Lights	16740 Manchester Rd			10.78				
10 5-70-276-00	Traffic Signals/Street Lights	16740 Manchester Rd			285.52				
10 5-70-276-00	Traffic Signals/Street Lights	17039 Manchester Rd			113.19				
10 5-70-276-00	Traffic Signals/Street Lights	16730 Manchester Rd			24.74				
10 5-70-276-00	Traffic Signals/Street Lights	2449 Taylor Rd			48.31				
10 5-70-276-00	Traffic Signals/Street Lights	17082 Manchester Rd			283.20				
10 5-70-276-00	Traffic Signals/Street Lights	2409 Larksone Dr Lit			73.47				
10 5-70-276-00	Traffic Signals/Street Lights	2694 Grover Crossing			20.57				
10 5-70-276-00	Traffic Signals/Street Lights	2567 Taylor Rd LED S			15.44				
10 5-70-276-00	Traffic Signals/Street Lights	Highway 109 Tunnel L			16.72				
10 5-70-276-00	Traffic Signals/Street Lights	16302 Balsam Ridge S			16.72				

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			NO	DATE			NO	STATUS	AMOUNT
2006	AMEREN MISSOURI	CONT							
	I-August 2016	August Ameren UE Payments	R	8/31/2016			000000	Draft	
	10 5-70-276-00	Traffic Signals/Street Lights		16421 Manchester Rd	17.67				
	10 5-40-280-00	Utiliities-Electric		17123 Manchester Rd	132.65				
	10 5-40-280-00	Utiliities-Electric		16511 Clayton Rd	68.22				
	10 5-40-280-00	Utiliities-Electric		505 Washington Ave	41.06				
	10 5-40-280-00	Utiliities-Electric		2153 Hwy 109 (CP)	108.21				9,767.54
2119	MISSOURI AMERICAN WATER								
	I-7-7-16	Water Main Relocate CP	V	7/08/2016			032247		135,000.00
2119	MISSOURI AMERICAN WATER								
	M-CHECK	MISSOURI AMERICAN WATER UNPOST	V	8/31/2016			032247		135,000.00CR
1788	BENEFLEX, INC.								
	I-100107	HRA & FSA Fees	R	8/24/2016			032493		
	10 5-10-140-00	Employee Benefits (125)		HRA & FSA Fees	34.50				
	10 5-20-140-00	Employee Benefits (125)		HRA & FSA Fees	15.00				
	10 5-30-140-00	Employee Benefits (125)		HRA & FSA Fees	15.00				
	10 5-40-140-00	Employee Benefits (125)		HRA & FSA Fees	9.00				
	10 5-50-140-00	Employee Benefits (125)		HRA & FSA Fees	59.50				
	10 5-70-140-00	Employee Benefits (125)		HRA & FSA Fees	29.50				162.50
2232	COCA-COLA REFRESHMENTS								
	I-4626153	Drink order	R	8/24/2016			032494		
	10 5-40-269-00	Supplies - Recreation		Drink order	1,250.40				1,250.40
0961	DELTA DENTAL OF MISSOURI								
	I-2016-09	September Dental Insurance	R	8/24/2016			032495		
	10 5-10-140-00	Employee Benefits (125)		September Dental Ins	494.13				
	10 5-20-140-00	Employee Benefits (125)		September Dental Ins	125.24				
	10 5-30-140-00	Employee Benefits (125)		September Dental Ins	187.86				
	10 5-40-140-00	Employee Benefits (125)		September Dental Ins	187.86				
	10 5-50-140-00	Employee Benefits (125)		September Dental Ins	765.68				
	10 5-70-140-00	Employee Benefits (125)		September Dental Ins	633.60				2,394.37
1956	EVENT PARTNERS								
	I-4605	Tents for Founders Day	R	8/24/2016			032496		
	10 5-40-715-00	Founders Day		Tents for Founders D	3,690.00				3,690.00
1793	LIBERTY OFFICE PRODUCTS								
	I-490323	Office Supplies	R	8/24/2016			032497		
	10 5-10-268-00	Supplies-Office		Office Supplies	333.71				333.71

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
2132	MERA-VAL, INC.							
I-08/24/16	Prop Use for Fireworks	R	8/24/2016			032498		
10 5-40-715-00	Founders Day	Prop Use for Firewor		1,000.00				1,000.00
0588	METRO ELECTRIC SUPPLY							
I-V30263-00	Light Bulbs for CH	R	8/24/2016			032499		
10 5-10-220-00	Maintenance-Building	Light Bulbs for CH		479.33				479.33
2119	MISSOURI AMERICAN WATER							
I-08/24/16	Water Line Relocate rpl 32247	R	8/24/2016			032500		
17 5-40-480-41	Community Park PH2 Const.	Water Line Relocate		134,720.17				134,720.17
1773	MSLACA							
I-08/22/16	Training Seminar X 2	R	8/24/2016			032501		
10 5-30-270-00	Training	Training Seminar X 2		34.00				34.00
0049	REJIS COMMISSION							
I-INV0049809	Sub Fee/Access	R	8/24/2016			032502		
10 5-30-250-00	Internet Connection	Sub Fee/Access		226.24				226.24
0853	ST LOUIS COUNTY TREASURER							
I-87821	Prisoner Holdover Expense	R	8/24/2016			032503		
10 5-30-243-00	Prisoner Expense	Prisoner Holdover Ex		60.00				60.00
0869	STAPLES BUSINESS ADVANTAGE							
I-8040556477	Office Supplies	R	8/24/2016			032504		
10 5-10-268-00	Supplies-Office	Office Supplies		213.95				
10 5-10-266-00	Supplies-General	Office Supplies		243.71				
10 5-50-268-00	Supplies-Office	Office Supplies		167.14				624.80
0517	SWIFT PRINT COMMUNICATION							
I-71234	Aug-Dec Newsletter	R	8/24/2016			032505		
10 5-10-345-00	City Newsletter	Aug-Dec Newsletter		7,657.37				7,657.37
2251	COURTNEY TALLMAN, CSR, RPR							
I-8/18/16	Reporter	R	8/24/2016			032506		
10 5-50-350-00	Contractual Services	Reporter		377.75				377.75
0728	TRI-COUNTY POOLS							
I-SUP 15-055	SUP 15-055 Release	R	8/24/2016			032507		
20 2230	P & Z Escrow	SUP 15-055 Release		500.00				500.00
2414	ZIPP EXPRESS							
I-4929-37524	Courier Service	R	8/24/2016			032508		
10 5-50-230-00	Miscellaneous	Courier Service		35.00				35.00

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0593	5-STAR PUBLIC RELATIONS & MARK							
I-808085	Edit/Write Gazette	R	9/02/2016			032509		
10 5-10-345-00	City Newsletter	Edit/Write Gazette		880.00				880.00
2395	ACCORD BUILDING SERVICES, LLC							
I-11816	Janitorial Services	R	9/02/2016			032510		
10 5-10-220-00	Maintenance-Building	Janitorial Services		1,205.19				
10 5-40-220-00	Maintenance - Building	Janitorial Services		172.17				
10 5-60-350-02	Contractual Cleaning	Janitorial Services		447.64				1,825.00
2106	ARAMARK UNIFORM SERVICES, INC.							
I-311465212	Mat Cleaning	R	9/02/2016			032511		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		181.18				
I-311490313	Mat Cleaning	R	9/02/2016			032511		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		181.18				362.36
1609	AT&T MOBILITY							
I-287023534864	Electronic Signs	R	9/02/2016			032512		
10 5-40-282-00	Utilities-Telephone	Electronic Signs		27.03				27.03
2475	BAPTIST CHURCH OF CHESTERFIELD							
I-09/01/2016	Celebrate WW Food Voucher Reim	R	9/02/2016			032513		
10 5-40-715-00	Founders Day	Celebrate WW Food Vo		423.00				423.00
1513	BIG CHIEF ROADHOUSE							
I-09/01/2016	Celebrate WW Food Voucher Reim	R	9/02/2016			032514		
10 5-40-715-00	Founders Day	Celebrate WW Food Vo		12.00				12.00
2461	TONY BOLINAO							
I-08/31/2016	Celeb WW Food Voucher Reimb	R	9/02/2016			032515		
10 5-40-715-00	Founders Day	Celeb WW Food Vouche		477.00				477.00
2323	ALLISON NORFLEET BRUENGER							
I-08/28/2016	2nd Place Art Festival	R	9/02/2016			032516		
10 5-40-720-00	Art Festival	2nd Place Art Festiv		250.00				250.00
0449	CALLIER'S CATERING							
I-21501	Art Festival Hospitality	R	9/02/2016			032517		
10 5-40-720-00	Art Festival	Celebrate WW Hospita		2,328.22				2,328.22
2462	CENTRAL BANK OF ST. LOUIS							
I-08/28/2016	2nd Place Founders Day Parade	R	9/02/2016			032518		
10 5-40-715-00	Founders Day	2nd Place Founders D		100.00				100.00

VENDOR SET: 01 City of Wildwood
 BANK: 1010 Commerce Bank-Operating
 DATE RANGE: 8/23/2016 THRU 9/26/2016

VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0423	COMMERCE BANK							
	C-591467	Refundable Deposit	R	9/02/2016		032519		
	10 5-40-264-00	Meetings & Special Events	Refundable Deposit		10.00CR			
	I-200024	Sanitation Permit Celeb WW	R	9/02/2016		032519		
	10 5-40-715-00	Founders Day	Sanitation Permit Ce		50.00			
	I-255266	Facebook Marketing	R	9/02/2016		032519		
	10 5-10-201-00	Community Relations	Facebook Marketing		12.46			
	I-300012-1	Employee Meeing Lunch	R	9/02/2016		032519		
	10 5-10-264-00	Meetings & Special Events	Employee Meeing Lunc		501.86			
	I-37577	DJ Service Baseball Assoc	R	9/02/2016		032519		
	10 5-40-264-00	Meetings & Special Events	DJ Service Baseball		297.50			
	I-376038	5 Cases of Water	R	9/02/2016		032519		
	10 5-40-269-00	Supplies - Recreation	5 Cases of Water		19.95			
	I-397004	Chargers and Cables	R	9/02/2016		032519		
	10 5-50-293-00	Computer System Under \$5K	Chargers and Cables		89.96			
	I-400058	Paper Wristbands	R	9/02/2016		032519		
	10 5-40-720-00	Art Festival	Paper Wristbands		22.23			
	I-424859	Historic Preservation Dinner	R	9/02/2016		032519		
	10 5-50-740-00	Planning Commission	Historic Preservatio		175.35			
	I-481801	Linked In Marketing	R	9/02/2016		032519		
	10 5-10-201-00	Community Relations	Linked In Marketing		59.99			
	I-545146	Condiments	R	9/02/2016		032519		
	10 5-40-269-00	Supplies - Recreation	Condiments		19.90			
	I-590747	PA System Trails in Motion	R	9/02/2016		032519		
	10 5-40-264-00	Meetings & Special Events	PA System Trails in		85.00			
	I-651719	Ipad Bartoni P&Z	R	9/02/2016		032519		
	10 5-50-293-00	Computer System Under \$5K	Ipad Bartoni P&Z		398.73			
	I-678148	Basecamp Proj Mgmt Software	R	9/02/2016		032519		
	10 5-50-350-00	Contractual Services	Basecamp Proj Mgmt S		50.00			
	I-742458	Meeting Snacks	R	9/02/2016		032519		
	10 5-10-264-00	Meetings & Special Events	Meeting Snacks		18.70			
	I-760128	Meat Cooler Celeb WW	R	9/02/2016		032519		
	10 5-40-715-00	Founders Day	Meat Cooler Celeb WW		350.00			
	I-770748	Code Generator Celeb WW	R	9/02/2016		032519		
	10 5-40-715-00	Founders Day	Code Generator Celeb		173.24			
	I-889722	Adobe Monthly Fee	R	9/02/2016		032519		
	10 5-50-293-00	Computer System Under \$5K	Adobe Monthly Fee		139.98			
	I-912575	Ribbon & Basket	R	9/02/2016		032519		
	10 5-40-230-00	Miscellaneous	Ribbon & Basket		13.98			
	I-933912	Muni League Conf Registration	R	9/02/2016		032519		
	10 5-20-270-00	Training	Muni League Conf Reg		987.00			
	10 5-10-270-00	Training	Muni League Conf Reg		325.00			3,780.83

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VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
1577	COUNTY KONA								
I-82816	Konas	R	9/02/2016				032521		
10 5-40-715-00	Founders Day	Konas			64.60				64.60
2196	CUSTOM CABLE SERVICES INC								
I-SUP 15-122	SUP 15-122 Release	R	9/02/2016				032522		
20 2230	P & Z Escrow	SUP 15-122 Release			500.00				500.00
0743	DATAMAX OFFICE SYSTEMS								
I-1239846	Copier Base Charge and Overage	R	9/02/2016				032523		
10 5-10-262-00	Service Contracts/Rental	Copier Base Charge a			233.30				233.30
2464	DEPENDABLE SERVICES, INC.								
I-SUP 16-065	SUP 16-065 Release	R	9/02/2016				032524		
20 2230	P & Z Escrow	SUP 16-065 Release			500.00				500.00
0445	THE DESIGNERY SHOP								
I-15746	Trail Signs	R	9/02/2016				032525		
17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	Trail Signs			615.80				615.80
2463	KENT DURK								
I-08/28/2016	3rd Place Art Festival	R	9/02/2016				032526		
10 5-40-720-00	Art Festival	3rd Place Art Festiv			100.00				100.00
1596	ENGRAPHIX ARCHITECTURAL SIGNAG								
I-39615.01	Bench Plaque	R	9/02/2016				032527		
10 5-40-266-00	Supplies-General	Bench Plaque			250.00				250.00
2465	BENJAMIN PAVIER								
I-08/31/2016	Celebrate WW Food Voucher Reim	R	9/02/2016				032528		
10 5-40-715-00	Founders Day	Celebrate WW Food Vo			88.00				88.00
1672	FIDLAR TECHNOLOGIES INC.								
I-0447795-IN	Larado Usage	R	9/02/2016				032529		
10 5-50-350-00	Contractual Services	Larado Usage			100.00				100.00
2466	MARK HOGAN								
I-GP 15-029	Release GP 15-029	R	9/02/2016				032530		
20 2230	P & Z Escrow	Release GP 15-029			1,000.00				1,000.00
1781	HOME CITY ICE COMPANY								
I-3659165423	Ice	R	9/02/2016				032531		
10 5-40-269-00	Supplies - Recreation	Ice			96.20				
I-3659165438	Celebrate WW Ice	R	9/02/2016				032531		
10 5-40-720-00	Art Festival	Celebrate WW Ice			712.20				808.40

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0776	HOME DEPOT CREDIT SERVICE							
I-1074547	Threaded Bar & Nuts	R	9/02/2016			032532		
10 5-50-230-00	Miscellaneous	Threaded Bar & Nuts		1.22				
I-4069775	Cable Tie	R	9/02/2016			032532		
10 5-40-266-00	Supplies-General	Cable Tie		22.57				
I-7973042	Sand	R	9/02/2016			032532		
10 5-50-230-00	Miscellaneous	Sand		167.50				
I-8060452	Ground Stakes	R	9/02/2016			032532		
10 5-40-266-00	Supplies-General	Ground Stakes		31.95				223.24
2467	PAT HOWARD							
I-8/31/2016	Celebrate WW Food Voucher Reim	R	9/02/2016			032533		
10 5-40-715-00	Founders Day	Celebrate WW Food Vo		10.00				10.00
1787	JOLLY JUMPS OF ST. LOUIS							
I-8/27/16	Bounce Houses for Event	R	9/02/2016			032534		
10 5-40-715-00	Founders Day	Bounce Houses for Ev		7,607.00				7,607.00
1793	LIBERTY OFFICE PRODUCTS							
I-491276	Office Supplies	R	9/02/2016			032535		
10 5-10-268-00	Supplies-Office	Office Supplies		252.57				252.57
0367	STACEY MINCOFF							
I-2465	Design of Event Guide	R	9/02/2016			032536		
10 5-40-720-00	Art Festival	Design of Event Guid		4,810.00				
I-2466	Event Map Design	R	9/02/2016			032536		
10 5-40-720-00	Art Festival	Event Map Design		3,240.00				8,050.00
0875	MO DEPT OF REVENUE							
I-August 2016	Crime Victims Comp Fund	R	9/02/2016			032537		
10 2212	Due to State of Missouri	Crime Victims Comp F		3,451.66				3,451.66
1113	NEWSMAGAZINE NETWORK							
I-733-081716	Advertizing Celebrate WW	R	9/02/2016			032538		
10 5-40-720-00	Art Festival	Advertizing Celebrat		1,750.00				1,750.00
2468	NOTHING BUNDT CAKES							
I-08/31/2016	Celebrate WW Food Voucher Reim	R	9/02/2016			032539		
10 5-40-715-00	Founders Day	Celebrate WW Food Vo		45.00				45.00
0145	OFFICE ESSENTIALS INC.							
I-CIV0373297	Receptionist Workstation	R	9/02/2016			032540		
10 5-10-292-00	Furniture/Fixtures Under \$5K	Receptionist Worksta		2,196.00				2,196.00

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1124	OLD REPUBLIC TITLE COMPANY							
I-342212	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342213	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342214	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342216	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342217	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342218	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342220	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342221	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342222	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				
I-342223	Al Foster Trail Easements	R	9/02/2016			032541		
17 5-40-480-45	Future Trail Development DesgnAl Foster Trail Ease			200.00				2,000.00
2470	PET CLIPS							
I-08/28/2016	1st Place Founders Parade	R	9/02/2016			032542		
10 5-40-715-00	Founders Day	1st Place Founders P		150.00				150.00
0578	PILLSBURY MARKETING							
I-55549	Parade Car Magnets	R	9/02/2016			032543		
10 5-40-715-00	Founders Day	Parade Car Magnets		884.70				
I-555600	T-Shirts	R	9/02/2016			032543		
10 5-40-720-00	Art Festival	Shirts		1,308.32				2,193.02
1498	PM BBQ							
I-Wildwood.082116	Founders' BBQ	R	9/02/2016			032544		
10 5-40-715-00	Founders Day	Founders' BBQ		630.00				630.00
1880	NORMA POPE							
I-08/30/2016	Garden Deposit Refund E-9	R	9/02/2016			032545		
20 2230	P & Z Escrow	Garden Deposit Refun		25.00				25.00
2469	PUPPINGHAM PALACE							
I-08/28/2016	3rd Place Founders Day Parade	R	9/02/2016			032546		
10 5-40-715-00	Founders Day	3rd Place Founders D		75.00				75.00

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VENDOR I.D.	NAME	STATUS	CHECK		AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
0049	REJIS COMMISSION								
I-INV0049808	Land Database/Sub Escrow	R	9/02/2016				032547		
10 5-50-250-00	Internet Connection			Land Database	22.50				
10 5-50-350-00	Contractual Services			Subdivision Escrow	750.00				772.50
0038	RICOH USA, INC.								
I-97369944	Copier Lease	R	9/02/2016				032548		
10 5-10-208-00	Equipment Leasing			Copier Lease	825.14				
10 5-50-208-00	Equipment Leasing			Copier Lease	906.93				
10 5-70-208-00	Equipment Leasing			Copier Lease	906.93				2,639.00
1013	DIANA RIEGEL								
I-09/01/2016	Celebrate WW Food Voucher Reim	R	9/02/2016				032549		
10 5-40-715-00	Founders Day			Celebrate WW Food Vo	20.00				20.00
2477	CHRISSE SCHEPKER								
I-08/31/2016	Celebrate WW Food Voucher Reim	R	9/02/2016				032550		
10 5-40-715-00	Founders Day			Celebrate WW Food Vo	242.00				242.00
2473	VICKY SEAGRAVES								
I-08/31/2016	Celebrate WW Food Voucher Reim	R	9/02/2016				032551		
10 5-40-715-00	Founders Day			Celebrate WW Food Vo	149.75				149.75
2471	NICOLE SHULDE								
I-08/28/2016	1st Place Art Festival	R	9/02/2016				032552		
10 5-40-720-00	Art Festival			1st Place Art Festiv	500.00				500.00
2474	ST. LOUIS BBQ SOCIETY								
I-08/31/2016	Celebrate WW Voucher Reimb	R	9/02/2016				032553		
10 5-40-715-00	Founders Day			Celebrate WW Voucher	758.00				758.00
0987	ST. LOUIS COUNTY TREASURER								
I-August 2016	St Louis County Justice Serv	R	9/02/2016				032554		
10 2215	Due to STL County DWI JS			St Louis County Just	199.20				
I-August 2016-1	St. Louis PD	R	9/02/2016				032554		
10 2216	Due to STL County - County PD			St. Louis PD	174.30				373.50
2472	CHRISTOPHER SWALLOW								
I-SUP 16-077	SUP 16-077 Release	R	9/02/2016				032555		
20 2230	P & Z Escrow			SUP 16-077	500.00				500.00
0517	SWIFT PRINT COMMUNICATION								
I-71262	Veterans Banners	R	9/02/2016				032556		
10 5-40-715-00	Founders Day			Veterans Banners	131.00				
I-71267	Pole Banner	R	9/02/2016				032556		
10 5-40-715-00	Founders Day			Pole Banner	115.00				
I-71400	Yard Signs	R	9/02/2016				032556		
10 5-40-715-00	Founders Day			Yard Signs	176.17				
I-71401	Pole Banners	R	9/02/2016				032556		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
0517	SWIFT PRINT COMMUNICATCONT							
I-71401	Pole Banners	R	9/02/2016			032556		
10 5-40-720-00	Art Festival	Pole Banners		115.00				
I-71463	Celebrate Wildwood Map	R	9/02/2016			032556		
10 5-40-720-00	Art Festival	Celebrate Wildwood M		1,172.00				
I-71464	Printing Event Booklet	R	9/02/2016			032556		
10 5-40-715-00	Founders Day	Printing Event Bookl		7,677.00				9,386.17
1771	THROTTLENET INC.							
I-54186	Network Mgmt/Cloud/Backup	R	9/02/2016			032557		
10 5-10-350-00	Contractual Services	Network Mgmt/Cloud/B		5,287.00				5,287.00
0684	TREASURER- ST LOUIS COUNTY							
I-August 2016	Domestic Violence Fund	R	9/02/2016			032558		
10 2214	Due to St. Louis County	Domestic Violence Fu		968.20				968.20
0876	TREASURER- STATE OF MO							
I-August 2016	Peace Officers Training Fund	R	9/02/2016			032559		
10 2212	Due to State of Missouri	Peace Officers Train		484.11				484.11
0704	UNITED HEALTHCARE INSURANCE CO							
I-0041414474	Sept Health Insurance	R	9/02/2016			032560		
10 5-10-140-00	Employee Benefits (125)	Sept Health Insuranc		5,956.40				
10 5-20-140-00	Employee Benefits (125)	Sept Health Insuranc		1,074.31				
10 5-30-140-00	Employee Benefits (125)	Sept Health Insuranc		2,178.93				
10 5-40-140-00	Employee Benefits (125)	Sept Health Insuranc		2,362.17				
10 5-50-140-00	Employee Benefits (125)	Sept Health Insuranc		7,244.61				
10 5-70-140-00	Employee Benefits (125)	Sept Health Insuranc		6,300.84				
10 2050	Employee W/holding Payable	Sept Health Insuranc		71.99				25,189.25
1955	MARK WRIGHT							
I-08/30/2016	Reimb Garden Supplies	R	9/02/2016			032561		
10 5-40-739-00	Community Garden	Reimb Garden Supplie		49.78				49.78
2414	ZIPP EXPRESS							
I-4929-37640	Courier Service	R	9/02/2016			032562		
10 5-50-230-00	Miscellaneous	Courier Service		65.40				65.40
1999	A-B CONTRACTING							
I-SUP 16-081	Release SUP 16-081	R	9/14/2016			032563		
20 2230	P & Z Escrow	Release SUP 16-081		500.00				500.00
0334	AFLAC							
I-859935	Voluntary Insurance	R	9/14/2016			032564		
10 2050	Employee W/holding Payable	Voluntary Insurance		450.04				450.04

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			DATE				NO	STATUS	AMOUNT
1435	ARAMARK REFRESHMENT SERVICES								
I-5791552	Coffee	R	9/14/2016				032565		
10 5-10-266-00	Supplies-General	Coffee			357.57				357.57
2106	ARAMARK UNIFORM SERVICES, INC.								
I-311515319	Mat Cleaning	R	9/14/2016				032566		
10 5-10-220-00	Maintenance-Building	Mat Cleaning			181.18				181.18
1957	ARIES PARTY RENTAL CO., INC.								
I-M-79318	Table	R	9/14/2016				032567		
10 5-40-266-00	Supplies-General	Table			100.00				100.00
0865	CHARTER COMMUNICATIONS								
I-09/01/2016	Business TV & Internet	R	9/14/2016				032568		
10 5-60-285-00	Utilities - Cable TV	Business TV			66.98				
10 5-10-250-00	Internet Connection	Business TV			190.46				257.44
1365	CI SELECT, INC.								
I-96881	Audio/Vidual Enhancements	R	9/14/2016				032569		
19 5-10-500-10	Audio/Video Enhancements	Audio/Vidual Enhance			2,761.53				2,761.53
1125	CREATIVE PRODUCT SOURCING, INC								
I-96307	DARE Supplies	R	9/14/2016				032570		
10 5-60-230-00	Miscellaneous	DARE Supplies			1,960.77				1,960.77
0106	DANIEL AND HENRY CO.								
I-576826	Public Employee Bond	R	9/14/2016				032571		
10 5-10-212-00	Insurance	Public Employee Bond			591.00				591.00
1914	DODGE MOVING & STORAGE, INC.								
I-M2033P	August Records Storage	R	9/14/2016				032572		
10 5-10-211-00	Records Storage	August Records Stora			88.48				88.48
1672	FIDLAR TECHNOLOGIES INC.								
I-0449228-IN	August Larado Usage	R	9/14/2016				032573		
10 5-50-350-00	Contractual Services	August Larado Usage			100.00				100.00
0011	FISCHER & FRICHTEL CUSTOM HOME								
I-GP 16-004	GP 16-004 Release	R	9/14/2016				032574		
20 2230	P & Z Escrow	GP 16-004 Release			1,000.00				1,000.00
1781	HOME CITY ICE COMPANY								
I-3690162937	Ice	R	9/14/2016				032575		
10 5-40-269-00	Supplies - Recreation	Ice			16.40				16.40

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1571	KLANCE STAGING INC							
I-125013	Stage for City Event	R	9/14/2016			032576		
10 5-40-715-00	Founders Day		Stage for City Event	1,800.00				
I-125014	Power for City Event	R	9/14/2016			032576		
10 5-40-715-00	Founders Day		Power for City Event	15,100.00				
I-125015	Fans, Lights, Power	R	9/14/2016			032576		
10 5-40-720-00	Art Festival		Fans, Lights, Power	3,100.00				20,000.00
2313	TIM LEWIS							
I-09/08/2016	Celebrate Wildwood Food Reimb	R	9/14/2016			032577		
10 5-40-715-00	Founders Day		Celebrate Wildwood F	83.00				83.00
1793	LIBERTY OFFICE PRODUCTS							
I-492152	Office Products	R	9/14/2016			032578		
10 5-10-268-00	Supplies-Office		Office Products	244.96				
10 5-70-268-00	Supplies-Office		Office Products	15.48				
10 5-10-266-00	Supplies-General		Office Products	27.05				287.49
1092	MERIDIAN WASTE SERVICES							
I-68X11332	18538 Hardt Rd Rolloff	R	9/14/2016			032579		
10 5-50-263-00	Abatements		18538 Hardt Rd Rollo	457.60				
I-69600012	101 Grand 40Y Rolloff	R	9/14/2016			032579		
10 5-50-263-00	Abatements		101 Grand 40Y Rollof	178.40				636.00
0898	MISSOURI LAWYERS MEDIA							
I-11157370	Public Notice	R	9/14/2016			032580		
10 5-50-244-00	Public Notices		Public Notice	90.48				
I-742813519	Bid Invitation	R	9/14/2016			032580		
10 5-50-244-00	Public Notices		Bid Invitation	119.00				
I-742908567	Public Hearing Notice	R	9/14/2016			032580		
10 5-20-244-00	Public Notices		Public Hearing Notic	78.88				
I-742915005	Public Hearing Notice	R	9/14/2016			032580		
10 5-20-244-00	Public Notices		Public Hearing Notic	20.88				309.24
1315	MORRISON LAW FIRM							
I-2010623	Strecker Forest	R	9/14/2016			032581		
10 5-10-315-00	Litigation Contingencies		Strecker Forest	640.00				640.00
1113	NEWSMAGAZINE NETWORK							
I-733-090716	Rev-Exp Ad	R	9/14/2016			032582		
10 5-10-244-00	Public Notices		Rev-Exp Ad	760.00				760.00
2270	PLAYPOWER LT FARMINGTON, INC.							
I-1400203756	Washer, Bolt, Insert	R	9/14/2016			032583		
10 5-40-230-00	Miscellaneous		Washer, Bolt, Insert	15.61				15.61

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			DATE	AMOUNT		NO	STATUS	AMOUNT
2074	WILDWOOD HISTORICAL SOCIETY							
	I-09/12/16		Written History 1700-1776	R	9/14/2016	032593		
	10 5-50-350-00		Contractual Services		Written History 1700		1,425.00	1,425.00
0539	WINDSTREAM							
	I-15574194		Phone Service	R	9/14/2016	032594		
	10 5-10-282-00		Utilities-Telephone		Phone Service		173.01	
	10 5-20-282-00		Utilities-Telephone		Phone Service		57.67	
	10 5-30-282-00		Utilities-Telephone		Phone Service		57.67	
	10 5-40-282-00		Utilities-Telephone		Phone Service		76.89	
	10 5-50-282-00		Utilities-Telephone		Phone Service		269.12	
	10 5-70-282-00		Utilities-Telephone		Phone Service		153.78	788.14
2414	ZIPP EXPRESS							
	I-4929-37739		Courier Service	R	9/14/2016	032595		
	10 5-10-230-00		Miscellaneous		Courier Service		31.70	31.70
0875	MO DEPT OF REVENUE							
	I-T2 201608030555		STATE WITHHOLDING	R	9/14/2016	032596		
	10 2130		State Withholding		STATE WITHHOLDING		2,294.00	
	I-T2 201608170556		STATE WITHHOLDING	R	9/14/2016	032596		
	10 2130		State Withholding		STATE WITHHOLDING		2,251.00	4,545.00
2106	ARAMARK UNIFORM SERVICES, INC.							
	I-311540474		Mat Cleaning	R	9/21/2016	032597		
	10 5-10-220-00		Maintenance-Building		Mat Cleaning		150.13	150.13
1788	BENEFLEX, INC.							
	I-100893		FSA & HRA Fees	R	9/21/2016	032598		
	10 5-10-140-00		Employee Benefits (125)		FSA & HRA Fees		34.50	
	10 5-20-140-00		Employee Benefits (125)		FSA & HRA Fees		15.00	
	10 5-30-140-00		Employee Benefits (125)		FSA & HRA Fees		15.00	
	10 5-40-140-00		Employee Benefits (125)		FSA & HRA Fees		9.00	
	10 5-50-140-00		Employee Benefits (125)		FSA & HRA Fees		59.50	
	10 5-70-140-00		Employee Benefits (125)		FSA & HRA Fees		29.50	162.50
1577	COUNTY KONA							
	I-91416		Shaved Ice - ECRP	R	9/21/2016	032599		
	10 5-40-269-00		Supplies - Recreation		Shaved Ice - ECRP		214.40	214.40
2480	CROWN TROPHY							
	I-16-2308		250 Pins	R	9/21/2016	032600		
	10 5-40-269-00		Supplies - Recreation		250 Pins		547.50	547.50

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0961	DELTA DENTAL OF MISSOURI							
I-Oct 2016	October Dental Insurance	R	9/21/2016			032601		
10 5-10-140-00	Employee Benefits (125)		October Dental Insur	494.13				
10 5-20-140-00	Employee Benefits (125)		October Dental Insur	125.24				
10 5-30-140-00	Employee Benefits (125)		October Dental Insur	187.86				
10 5-40-140-00	Employee Benefits (125)		October Dental Insur	187.86				
10 5-50-140-00	Employee Benefits (125)		October Dental Insur	765.68				
10 5-70-140-00	Employee Benefits (125)		October Dental Insur	633.60				2,394.37
0019	EXXONMOBIL BUSINESS							
I-583609	Vehicle Fuel	R	9/21/2016			032602		
10 5-50-224-00	Maintenance-Vehicles		Vehicle Fuel	301.49				
10 5-70-224-00	Maintenance-Vehicles		Vehicle Fuel	266.64				568.13
1793	LIBERTY OFFICE PRODUCTS							
I-493671	Office Supplies	R	9/21/2016			032603		
10 5-10-268-00	Supplies-Office		Office Supplies	198.03				
10 5-50-268-00	Supplies-Office		Office Supplies	24.28				222.31
0783	MAGELLAN BEHAVIORAL HEALTH							
I-0031149631	4th Qtr EAP	R	9/21/2016			032604		
10 5-10-140-00	Employee Benefits (125)		4th Qtr EAP	33.72				
10 5-20-140-00	Employee Benefits (125)		4th Qtr EAP	12.65				
10 5-30-140-00	Employee Benefits (125)		4th Qtr EAP	12.65				
10 5-40-140-00	Employee Benefits (125)		4th Qtr EAP	16.86				
10 5-50-140-00	Employee Benefits (125)		4th Qtr EAP	63.23				
10 5-70-140-00	Employee Benefits (125)		4th Qtr EAP	29.49				168.60
2482	MARK MCCARTY							
I-13-090	Reimb 13-090 2626 East Ave	R	9/21/2016			032605		
10 5-10-230-00	Miscellaneous		Reimb 13-090 2626 Ea	285.00				285.00
2132	MERA-VAL, INC.							
I-9/2016	Property Use for Fireworks	R	9/21/2016			032606		
10 5-40-737-00	BBQ Bash		Property Use for Fir	500.00				500.00
1092	MERIDIAN WASTE SERVICES							
I-68U00017	Back to School Pickup/Sweep	R	9/21/2016			032607		
10 5-40-351-00	Concert Series		Back to School Picku	630.00				630.00
1536	MUTUAL OF OMAHA							
I-000564818265	Sept Life & Disabiliti	R	9/21/2016			032608		
10 5-10-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	229.88				
10 5-20-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	92.62				
10 5-30-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	90.20				
10 5-40-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	90.90				
10 5-50-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	363.18				
10 5-70-142-00	Insurance (Life & Disability)		Sept Life & Disabilt	220.93				

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			DATE				NO	STATUS	AMOUNT
1536	MUTUAL OF OMAHA	CONT							
I-000564818265	Sept Life & Disabilitiy	R	9/21/2016				032608		
10 2050	Employee W/holding Payable	Sept Life & Disabilt			507.61				1,595.32
2481	POELING CONSTRUCTION								
I-SUP 16-098	SUP 16-098 Release	R	9/21/2016				032609		
20 2230	P & Z Escrow	SUP 16-098 Release			500.00				500.00
2039	PORTABLE WATER CLOSET, LLC								
I-12062	Facility Rental/Cleaning	R	9/21/2016				032610		
10 5-40-262-00	Service Contracts	Facility Rental/Clea			430.00				
10 5-40-208-00	Equipment Leasing	Facility Rental/Clea			2,068.00				
I-12063	Celebrate WW Facility Rental	R	9/21/2016				032610		
10 5-40-715-00	Founders Day	Celebrate WW Facilit			3,090.00				
I-12064	Back to School Facility Rental	R	9/21/2016				032610		
10 5-40-208-00	Equipment Leasing	Back to School Facil			695.00				
I-12065	Facility Rental	R	9/21/2016				032610		
10 5-40-208-00	Equipment Leasing	Facility Rental			530.00				6,813.00
0049	REJIS COMMISSION								
I-INV0049998	Update DSN	R	9/21/2016				032611		
10 5-30-250-00	Internet Connection	Update DSN			41.50				41.50
0038	RICOH USA, INC.								
I-97530670	Copier Lease	R	9/21/2016				032612		
10 5-10-208-00	Equipment Leasing	Copier Lease			825.14				
10 5-50-208-00	Equipment Leasing	Copier Lease			906.93				
10 5-70-208-00	Equipment Leasing	Copier Lease			906.93				2,639.00
2113	ANGELA STAEHLING								
I-0032	Develop Banners	R	9/21/2016				032613		
10 5-40-340-00	Consultant Costs	Develop Banners			200.00				200.00
0658	VERIZON WIRELESS								
I-9771795165	Cell Phones	R	9/21/2016				032614		
10 5-10-282-00	Utilities-Telephone	Cell Phones			53.06				
10 5-20-282-00	Utilities-Telephone	Cell Phones			53.06				
10 5-30-282-00	Utilities-Telephone	Cell Phones			53.06				
10 5-40-282-00	Utilities-Telephone	Cell Phones			106.12				
10 5-50-282-00	Utilities-Telephone	Cell Phones			559.02				
10 5-70-282-00	Utilities-Telephone	Cell Phones			185.71				1,010.03
0822	WILDWOOD FAMILY YMCA								
I-May 2016	Monthly Dues	R	9/21/2016				032615		
10 5-10-204-00	Dues/Memberships	Monthly Dues			134.00				134.00

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			DATE				NO	STATUS	AMOUNT
2414	ZIPP EXPRESS								
I-4329-37846	Courier Service	R	9/21/2016				032616		
10 5-10-230-00	Miscellaneous		Courier Service		31.70				31.70
1133	TECH ELECTRONICS, INC.								
I-1160918058	TECH ELECTRONICS, INC.	R	9/23/2016				032617		
10 5-10-350-00	Contractual Services		TECH ELECTRONICS, IN		540.00				540.00
2484	KATIE DODWELL								
I-09/2016	Parking Reimb MML Conf	R	9/22/2016				032618		
10 5-20-274-00	Travel		Parking Reimb MML Co		21.00				21.00
2106	ARAMARK UNIFORM SERVICES, INC.								
I-311565531	Mat Cleaning	R	9/26/2016				032619		
10 5-10-220-00	Maintenance-Building		Mat Cleaning		181.18				181.18
1564	AUTHORIZED ELECTRIC CO.								
I-9983	Repair Street Lights	R	9/26/2016				032620		
10 5-70-276-00	Traffic Signals/Street Lights Replace Street Light				200.00				200.00
1549	BATTERIES PLUS								
I-270-405370	2 12 V Lead Radar	R	9/26/2016				032621		
10 5-70-350-55	Traffic Control-Signs		2 12 V Lead Radar		109.90				109.90
1902	BFA CONSULTANTS, INC.								
I-2969	Inspections	R	9/26/2016				032622		
18 5-70-480-21	Other Engineering Services		Inspections		1,367.50				1,367.50
1753	BOB OTTO STRIPING, INC.								
I-6615	Pavement Marking	R	9/26/2016				032623		
10 5-70-350-27	St Maint-Pavement Marking		Pavement Marking		2,904.00				2,904.00
1591	CLEN INDUSTRIES, INC								
I-20831	Signs	R	9/26/2016				032624		
10 5-70-350-55	Traffic Control-Signs		Signs		478.50				
I-20834	Signs	R	9/26/2016				032624		
10 5-70-350-55	Traffic Control-Signs		Signs		964.23				
I-20846	Signs	R	9/26/2016				032624		
10 5-70-350-55	Traffic Control-Signs		Signs		208.17				
I-20859	Signs	R	9/26/2016				032624		
18 5-70-490-01	Asphalt Pavement Resurfacing		Signs		4,155.75				
I-20869	Signs	R	9/26/2016				032624		
10 5-70-350-55	Traffic Control-Signs		Signs		1,827.64				7,634.29

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0759	COCHRAN							
I-3759	Salt Storage Facility Eng	R	9/26/2016			032625		
18 5-70-480-13	Salt Storage Facility Design	Salt Storage Facilit		2,650.00				
I-3766	Engineering Services	R	9/26/2016			032625		
18 5-70-480-21	Other Engineering Services	Engineering Services		2,997.50				5,647.50
0518	COUNTY FORM & SUPPLY							
I-A11420	Oil Dri, Glass Jackson Smoke	R	9/26/2016			032626		
10 5-70-350-65	Emergency Road/ROW Repairs	Oil Dri, Glass Jacks		64.39				64.39
0445	THE DESIGNERY SHOP							
I-15659	Boundary Signs	R	9/26/2016			032627		
10 5-70-350-55	Traffic Control-Signs	Boundary Signs		990.00				990.00
1734	DG2 DESIGN LANDSCAPE ARCHITECT							
I-1111	Belleview Farms	R	9/26/2016			032628		
17 5-40-480-46	Belleview Farms	Belleview Farms		11,382.00				11,382.00
1596	ENGRAPHIX ARCHITECTURAL SIGNAG							
I-60386.01	Historical Marker	R	9/26/2016			032629		
17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	Historical Marker		3,850.00				3,850.00
0654	GAEHLE CONTRACTING INC.							
I-10355	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Grass Cutting & Trim		635.00				
I-10356	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		1,110.00				
I-10358	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Grass Cutting & Trim		60.00				
I-10359	Abatements	R	9/26/2016			032630		
10 5-50-263-00	Abatements	1623 Vintage Oak		60.00				
I-10360	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Grass Cutting & Trim		80.00				
I-10362	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Trash Cut Gras		2,340.00				
I-10363	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		515.00				
I-10365	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Grass Cutting & Trim		330.00				
I-10366	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Trash Cut Gras		1,345.00				
I-10367	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		1,567.25				
I-10369	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Install Mulch		825.00				
I-10370	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Trash Cut Gras		2,735.00				
I-10371	Roadside Mowing	R	9/26/2016			032630		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
0654	GAEHLE CONTRACTING INCCONT							
I-10371	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		1,195.00				
I-10372	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Grass Cutting & Trim		60.00				
I-10374	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Grass Cutting/Trimmi		30.00				
I-10375	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Pull Weeds		80.00				
I-10376	Landscaping	R	9/26/2016			032630		
10 5-70-350-05	ROW Landscaping	Pull Weeds Spray		620.00				
I-10377	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Pull Weeds		260.00				
I-10379	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Pull Weeds		160.00				
I-10380	Pain Guardrail	R	9/26/2016			032630		
10 5-70-350-30	St Maint-Guardrails	Pain Guardrail		451.75				
I-10381	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Brush Hog		560.25				
I-10383	Landscaping	R	9/26/2016			032630		
10 5-70-350-05	ROW Landscaping	Mulch		2,076.00				
I-10384	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean CP		160.00				
I-10385	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Water Flowers		104.00				
I-10386	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Fix Sign		48.50				
I-10387	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Replace Signs		672.00				
I-10388	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Install Fence		175.50				
I-10390	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Parks		430.00				
I-10391	Asphalt Patching	R	9/26/2016			032630		
10 5-70-350-11	St Maint-Asphalt Patching	Mill & Patch		1,333.72				
I-10392	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Clear Sight Distance		117.00				
I-10393	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Take Down Fence		117.00				
I-10394	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Reset/Replace Signs		646.00				
I-10395	Asphalt Patching	R	9/26/2016			032630		
10 5-70-350-11	St Maint-Asphalt Patching	Mill & Patch		1,756.07				
I-10396	Sidewalk Replacement	R	9/26/2016			032630		
18 5-70-490-06	Sidewalk Replacement	Grind Sidewalks		1,611.44				
I-10397	Sidewalk Replacement	R	9/26/2016			032630		
18 5-70-490-06	Sidewalk Replacement	Grind Sidewalks		976.00				
I-10398	Asphalt Patching	R	9/26/2016			032630		

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			DATE				NO	STATUS	AMOUNT
0654	GAEHLE CONTRACTING INCCONT								
I-10398	Asphalt Patching	R	9/26/2016				032630		
10 5-70-350-11	St Maint-Asphalt Patching	Mill & Patch			1,725.07				
I-10399	Asphalt Patching	R	9/26/2016				032630		
10 5-70-350-11	St Maint-Asphalt Patching	Mill & Patch			1,725.07				
I-10400	Sidewalk Replacement	R	9/26/2016				032630		
18 5-70-490-06	Sidewalk Replacement	Grind Sidewalks			976.00				
18 5-70-490-06	Sidewalk Replacement	Grind Sidewalks			976.00				
I-10401	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Clean CP			160.00				
I-10402	Asphalt Patching	R	9/26/2016				032630		
10 5-70-350-11	St Maint-Asphalt Patching	Mill & Patch			1,663.72				
I-10404	Asphalt Patching	R	9/26/2016				032630		
10 5-70-350-11	St Maint-Asphalt Patching	Emergency Patch			152.50				
I-10405	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Install Bolts Dog Pa			80.00				
I-10406	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Clean Parks			455.00				
I-10407	CH Building & Grounds	R	9/26/2016				032630		
10 5-10-221-00	Maintenance - Grounds	Water Flowers			104.00				
I-10408	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Remove 2 Trees			645.00				
I-10409	Misc ROW	R	9/26/2016				032630		
10 5-70-350-09	Miscellaneous ROW	Street Creep			854.28				
I-10410	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Put 15 Tents Togethe			351.00				
I-10411	CH Building & Grounds	R	9/26/2016				032630		
10 5-10-221-00	Maintenance - Grounds	Mulch			643.75				
I-10412	Install Banner	R	9/26/2016				032630		
10 5-40-230-00	Miscellaneous	Install Banner			48.50				
I-10413	Abatements	R	9/26/2016				032630		
10 5-50-263-00	Abatements	1450 Ridge Road			533.75				
I-10414	Wildwood Celebration Work	R	9/26/2016				032630		
10 5-40-715-00	Founders Day	Brush Hog			324.00				
I-10415	Roadside Mowing	R	9/26/2016				032630		
10 5-70-350-02	ROW Roadside Mowing	Brush Hog			253.75				
I-10416	Parks & Trails Maint	R	9/26/2016				032630		
10 5-40-350-01	Park Maintenance	Fill Sand Bags			997.00				
I-10417	Shoulder Maintenance	R	9/26/2016				032630		
18 5-70-490-01	Asphalt Pavement Resurfacing	Fill Driveway Alt			522.00				
I-10418	Landscaping	R	9/26/2016				032630		
10 5-70-350-05	ROW Landscaping	Repair Roundabout			269.00				
I-10419	Wildwood Celebration Work	R	9/26/2016				032630		
10 5-40-715-00	Founders Day	Parade Cones Etc			260.00				
I-10420	Wildwood Celebration Work	R	9/26/2016				032630		
10 5-40-715-00	Founders Day	Brush Hog			435.00				
I-10421	Art Festival Work	R	9/26/2016				032630		
10 5-40-720-00	Art Festival	Install Tent			1,113.75				
I-10422	Parks & Trails Maint	R	9/26/2016				032630		

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0654	GAEHLE CONTRACTING INCCONT							
I-10422	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Fill Sand Bags	813.60			
I-10424	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds			Mulch	386.00			
I-10425	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds			Water Flowers	130.00			
I-10426	Art Festival Work	R	9/26/2016			032630		
10 5-40-720-00	Art Festival			Relocate Tent	273.00			
I-10427	Misc ROW	R	9/26/2016			032630		
10 5-70-350-09	Miscellaneous ROW			Water Trees	396.00			
I-10429	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing			Clear Brush	663.00			
I-10430	Wildwood Celebration Work	R	9/26/2016			032630		
10 5-40-715-00	Founders Day			Founders Day Work	630.50			
I-10431	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Clean Parks	455.00			
I-10432	Wildwood Celebration Work	R	9/26/2016			032630		
10 5-40-715-00	Founders Day			Founders Day Work	828.00			
I-10433	Clean Up Debris	R	9/26/2016			032630		
10 5-40-264-00	Meetings & Special Events			Clean Up Debris	391.00			
I-10434	Art Festival Work	R	9/26/2016			032630		
10 5-40-720-00	Art Festival			Take Down Tent	1,797.00			
I-10436	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing			Trim Brush	1,854.00			
I-10437	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Clean Up Around Gard	533.75			
I-10438	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Powerwash AP	406.18			
I-10439	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing			MOW ROW	3,485.00			
I-10440	Culvert Cleaning	R	9/26/2016			032630		
10 5-70-350-42	Storm Water-Culvert Cleaning			Install Rock	443.25			
I-10441	Misc ROW	R	9/26/2016			032630		
10 5-70-350-09	Miscellaneous ROW			Street Creep	1,233.72			
I-10442	Hencken & Guardrail Clean	R	9/26/2016			032630		
10 5-70-350-22	St Street Sweeping			Hencken & Guardrail	922.50			
I-10443	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs			Install Signs	314.00			
I-10444	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Clear Tree	673.00			
I-10445	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Work on Dog Park Loc	65.00			
I-10446	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance			Install Swing Parts	117.00			
I-10447	Tree Removal	R	9/26/2016			032630		
10 5-70-350-06	ROW Tree Removal			Remove Limb	117.00			
I-10448	Roadside Mowing	R	9/26/2016			032630		

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0654	GAEHLE CONTRACTING INCCONT							
I-10448	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Trim Brush		1,647.00				
I-10449	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Up Tree		997.50				
I-10450	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Parks		320.00				
I-10451	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Trim ROW		2,379.00				
I-10452	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Water Flowers		130.00				
I-10454	Tree Removal	R	9/26/2016			032630		
10 5-70-350-06	ROW Tree Removal	Remove Tree		150.00				
I-10455	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Install Dog Station		121.96				
I-10456	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Sign Work		1,674.00				
I-10457	Parks & Trails Maint	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Parks		480.00				
I-10458	Culvert Cleaning	R	9/26/2016			032630		
10 5-70-350-42	Storm Water-Culvert Cleaning	Clean Rocks		117.75				
I-10459	Repair Water @ Garden	R	9/26/2016			032630		
10 5-40-730-00	Park Improvements	Repair Water @ Garde		52.00				
I-10460	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Place Road Closed Si		135.00				
I-10461	Culvert Cleaning	R	9/26/2016			032630		
10 5-70-350-42	Storm Water-Culvert Cleaning	Clean Rocks		157.00				
I-10462	Abatements	R	9/26/2016			032630		
10 5-50-263-00	Abatements	555 Beacon Point		65.00				
I-10463	Parks Maintenance	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Trash/Cut Gras		962.50				
I-10464	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		510.00				
I-10467	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Sign Work		1,420.00				
I-10468	Street Signs	R	9/26/2016			032630		
10 5-70-350-55	Traffic Control-Signs	Sign Work		478.00				
I-10469	Landscaping	R	9/26/2016			032630		
10 5-70-350-05	ROW Landscaping	Repair Wash Out		683.98				
I-10470	Parks Maintenance	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clear Tree		366.00				
I-10471	Abatements	R	9/26/2016			032630		
10 5-50-263-00	Abatements	Signs by Garden		65.00				
I-10472	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Brush Hog		319.50				
I-10473	Parks Maintenance	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Brush Hog		532.50				
I-10474	Shoulder Maintenance	R	9/26/2016			032630		

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0654	GAEHLE CONTRACTING INCCONT							
I-10474	Shoulder Maintenance	R	9/26/2016			032630		
18 5-70-490-01	Asphalt Pavement Resurfacing	Sign Work		829.00				
I-10475	Install Rock on Strecker	R	9/26/2016			032630		
10 5-70-350-44	Storm Water-Ditching	Install Rock on Stre		606.25				
I-10476	Shoulder Maintenance	R	9/26/2016			032630		
18 5-70-490-01	Asphalt Pavement Resurfacing	Sign Work		1,378.50				
I-10477	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Water Flowers		104.00				
I-10478	Parks Maintenance	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Parks		985.00				
I-10479	Tree Removal	R	9/26/2016			032630		
10 5-70-350-06	ROW Tree Removal	Clear Tree		391.75				
I-10480	Parks Maintenance	R	9/26/2016			032630		
10 5-40-350-01	Park Maintenance	Clean Trash/Cut Gras		1,796.50				
I-10482	CH Building & Grounds	R	9/26/2016			032630		
10 5-10-221-00	Maintenance - Grounds	Grass Cutting & Trim		60.00				
I-10483	Roadside Mowing	R	9/26/2016			032630		
10 5-70-350-02	ROW Roadside Mowing	Grass Cutting & Trim		1,100.00				78,452.81
2444	GERARD MARKETING GROUP							
I-1190	Public Relations Services	R	9/26/2016			032641		
10 5-10-340-00	Consultant Costs	Public Relations Ser		800.00				
I-1191	Public Relations Services	R	9/26/2016			032641		
10 5-10-340-00	Consultant Costs	Public Relations Ser		1,800.00				
I-1192	Public Relations Services	R	9/26/2016			032641		
10 5-10-340-00	Consultant Costs	Public Relations Ser		1,125.00				3,725.00
0726	GERSHENSON CONSTR CO. INC							
I-15034.1	WW Creek Stablization	R	9/26/2016			032642		
17 5-40-480-45	Future Trail Development Desgn	WW Creek Stablizatio		22,229.00				
I-CP PHII - 2	Community Park Phase II	R	9/26/2016			032642		
17 5-40-480-41	Community Park PH2 Const.	Community Park Phase		104,689.75				126,918.75
2440	HAMILTON WEBER LLC							
I-82444	Claymont Development	R	9/26/2016			032643		
10 5-10-315-00	Litigation Contingencies	Claymont Development		889.40				
I-82444-1	General Matters	R	9/26/2016			032643		
10 5-10-310-00	Attorney Fees	General Matters		3,304.64				
I-82444-2	Legal Services	R	9/26/2016			032643		
10 5-10-310-00	Attorney Fees	Legal Services		13,712.55				
I-82444-3	Pool Tax Litigation	R	9/26/2016			032643		
10 5-10-310-00	Attorney Fees	Pool Tax Litigation		251.22				18,157.81

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
2483	IDEAL LANDSCAPE CONSTRUCTION I							
I-08/31/16	Al Foster Trailhead Imp	R	9/26/2016			032644		
17 5-40-480-11	Al Foster Trailhead Imp	Al Foster Trailhead		76,604.96				
I-7/31/16	Al Foster Trailhead Imp	R	9/26/2016			032644		
17 5-40-480-11	Al Foster Trailhead Imp	Al Foster Trailhead		54,517.46				131,122.42
0071	J.M. MARSCHUETZ CONSTRUCT INC.							
I-72	2016 Wildwood Slab	R	9/26/2016			032645		
18 5-70-490-02	Concrete Pavement Replacement	Concrete Streets		27,463.87				
18 5-70-490-06	Sidewalk Replacement	Sidewalk Replacement		7,987.00				35,450.87
0084	JUNEAU ASSOCIATES, INC.							
I-5500-679-10	Eatherton Brdg over Bonhm	R	9/26/2016			032646		
18 5-70-470-66	Eatherton Rd Bridge Design	Eatherton Brdg over		4,577.36				4,577.36
0040	KELPE CONTRACTING, INC.							
I-8347	Port of Nantucket	R	9/26/2016			032647		
10 5-50-263-00	Abatements	Port of Nantucket		1,419.65				1,419.65
1092	MERIDIAN WASTE SERVICES							
I-68N00019	Street Sweep	R	9/26/2016			032648		
10 5-70-350-22	St Street Sweeping	Street Sweep		280.00				280.00
0588	METRO ELECTRIC SUPPLY							
I-B63893-00	Bulbs/Lamps	R	9/26/2016			032649		
10 5-70-276-00	Traffic Signals/Street Lights	Bulbs/Lamps		868.46				868.46
0988	N. B. WEST CONTRACTING CO, INC							
I-15852	Manchester Rd. Resurface	R	9/26/2016			032650		
18 5-70-460-15	Manchester Rd Bike Lane Design	Manchester Rd Resurf		32,766.40				32,766.40
2190	OAKLEY SERVICES, INC.							
I-29674	Generator Maintenance	R	9/26/2016			032651		
10 5-10-220-00	Maintenance-Building	Generator Maintenanc		781.46				781.46
1928	RENE' SACKETT							
I-10/2016	Farmer's Market	R	9/26/2016			032652		
10 5-40-736-00	Farmers Market	Farmer's Market		1,875.00				1,875.00
1339	SCHMITTEL'S NURSERY							
I-128877	Oak, Linden, Locust	R	9/26/2016			032653		
10 5-70-350-05	ROW Landscaping	Oak, Linden, Locust		3,115.00				3,115.00

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VENDOR I.D.	NAME	STATUS	CHECK		DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
0058	ST LOUIS COUNTY TREASURER-							
I-88970	Police Service Contract	R	9/26/2016			032654		
10 5-60-350-00	Contractual Services	Police Service Contr		258,667.48				258,667.48
1886	ST. LOUIS POST-DISPATCH							
I-9/25/16	Subscription	R	9/26/2016			032655		
10 5-10-246-00	Publications	Subscription		60.00				60.00
2251	COURTNEY TALLMAN, CSR, RPR							
I-9/16/16	Court Reporter	R	9/26/2016			032656		
10 5-50-350-00	Contractual Services	Court Reporter		283.25				283.25
0689	TERRASPEC							
I-08/15/16-4	Center Ave Rd Widening	R	9/26/2016			032657		
10 5-50-350-00	Contractual Services	Center Ave Rd Wideni		4,180.00				
I-08/15/16-5	Enclaves Ped Bridge	R	9/26/2016			032657		
10 5-50-350-00	Contractual Services	Enclaves Ped Bridge		3,230.00				
I-08/15/16-6	Al Foster Trail Head Park	R	9/26/2016			032657		
17 5-40-480-11	Al Foster Trailhead Imp	Al Foster Trail Head		6,745.00				
I-08/15/16-7	Trail Const. & Walkway	R	9/26/2016			032657		
17 5-40-480-45	Future Trail Development Desgn	Trail Const. & Walkw		2,660.00				
I-08/15/16-8	Trail Const. & Walkway	R	9/26/2016			032657		
17 5-40-480-45	Future Trail Development Desgn	Trail Const. & Walkw		2,090.00				
I-08/15/16-9	Trail Const. & Walkway	R	9/26/2016			032657		
17 5-40-480-45	Future Trail Development Desgn	Trail Const. & Walkw		10,355.00				
I-8/15/16-1	Trail Signs	R	9/26/2016			032657		
10 5-40-350-01	Park Maintenance	Trail Signs		190.00				
I-8/15/16-2	Wakefield Farm Rd.	R	9/26/2016			032657		
10 5-50-263-00	Abatements	Wakefield Farm Rd.		2,488.00				
I-8/15/16-3	Wildwood Landscape Review	R	9/26/2016			032657		
10 5-50-340-00	Consultant Costs	Wildwood Landscape R		570.00				32,508.00
2153	THOUVENOT, WADE, & MOERCHEN IN							
I-55969	Consulting Services	R	9/26/2016			032658		
18 5-70-480-27	Manch Strscape PH III Design	Consulting Services		2,987.91				2,987.91
1771	THROTTLENET INC.							
I-55616	Billable IT Services	R	9/26/2016			032659		
10 5-10-350-00	Contractual Services	Billable IT Services		127.25				
I-55624	Network Mgmt/Cloud/Backup	R	9/26/2016			032659		
10 5-10-350-00	Contractual Services	Network Mgmt/Cloud/B		5,349.00				5,476.25
0126	TRAFFIC CONTROL CO.							
I-0001770-IN	Pavement Marking	R	9/26/2016			032660		
10 5-70-350-27	St Maint-Pavement Marking	Pavement Marking		2,979.28				2,979.28

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1700	TSI TECHNOLOGY SOLUTIONS							
I-720480	Locates	R	9/26/2016			032661		
10 5-70-276-00	Traffic Signals/Street Lights Locates			410.00				
I-720586	Locates	R	9/26/2016			032661		
10 5-70-276-00	Traffic Signals/Street Lights Locates			220.00				
I-720763	Locates	R	9/26/2016			032661		
10 5-70-276-00	Traffic Signals/Street Lights Locates			220.00				
I-720764	Locates	R	9/26/2016			032661		
10 5-70-276-00	Traffic Signals/Street Lights Locates			315.00				
I-720821	Locates	R	9/26/2016			032661		
10 5-70-276-00	Traffic Signals/Street Lights Locates			220.00				1,385.00
2485	WADDELL CONCRETE INC							
I-28841	Lafayette Trails	R	9/26/2016			032662		
20 2250	Infrastructure Escrow	Lafayette Trails		2,300.00				2,300.00

*** TOTALS ***	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	160	1,097,526.58	0.00	1,097,526.58
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	39,711.40	0.00	39,711.40
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	135,000.00CR	135,000.00CR	0.00

TOTAL ERRORS: 0

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	NAME	AMOUNT
10 2050	Employee W/holding Payable	1,029.64
10 2120	Federal/FICA Withholding	24,017.60
10 2130	State Withholding	4,545.00
10 2140	Plan 457 Withholding	5,305.20
10 2212	Due to State of Missouri	3,935.77
10 2214	Due to St. Louis County	968.20
10 2215	Due to STL County DWI JS	199.20
10 2216	Due to STL County - County PD	174.30
10 5-10-120-00	FICA & Medicare	2,175.43
10 5-10-140-00	Employee Benefits (125)	7,047.38
10 5-10-142-00	Insurance (Life & Disability)	229.88
10 5-10-201-00	Community Relations	72.45
10 5-10-204-00	Dues/Memberships	774.00

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5-10-208-00	Equipment Leasing	1,650.28
10 5-10-211-00	Records Storage	88.48
10 5-10-212-00	Insurance	591.00
10 5-10-220-00	Maintenance-Building	3,426.92
10 5-10-221-00	Maintenance - Grounds	3,016.75
10 5-10-230-00	Miscellaneous	348.40
10 5-10-244-00	Public Notices	760.00
10 5-10-246-00	Publications	60.00
10 5-10-250-00	Internet Connection	190.46
10 5-10-262-00	Service Contracts/Rental	1,855.97
10 5-10-264-00	Meetings & Special Events	520.56
10 5-10-266-00	Supplies-General	658.21
10 5-10-268-00	Supplies-Office	1,468.97
10 5-10-270-00	Training	325.00
10 5-10-280-00	Utilities-Electric	4,648.99
10 5-10-282-00	Utilities-Telephone	505.84
10 5-10-284-00	Utilities-Water	55.95
10 5-10-292-00	Furniture/Fixtures Under \$5K	2,196.00
10 5-10-310-00	Attorney Fees	17,268.41
10 5-10-315-00	Litigation Contingencies	1,529.40
10 5-10-340-00	Consultant Costs	3,725.00
10 5-10-345-00	City Newsletter	8,537.37
10 5-10-350-00	Contractual Services	11,303.25
10 5-20-120-00	FICA & Medicare	1,041.21
10 5-20-140-00	Employee Benefits (125)	1,367.44
10 5-20-142-00	Insurance (Life & Disability)	92.62
10 5-20-244-00	Public Notices	99.76
10 5-20-270-00	Training	987.00
10 5-20-274-00	Travel	21.00
10 5-20-282-00	Utilities-Telephone	110.73
10 5-30-120-00	FICA & Medicare	897.81
10 5-30-140-00	Employee Benefits (125)	2,597.30
10 5-30-142-00	Insurance (Life & Disability)	90.20
10 5-30-243-00	Prisoner Expense	450.00
10 5-30-250-00	Internet Connection	267.74
10 5-30-270-00	Training	34.00
10 5-30-282-00	Utilities-Telephone	110.73
10 5-40-120-00	FICA & Medicare	915.48
10 5-40-140-00	Employee Benefits (125)	2,772.75
10 5-40-142-00	Insurance (Life & Disability)	90.90
10 5-40-208-00	Equipment Leasing	3,293.00
10 5-40-220-00	Maintenance - Building	172.17
10 5-40-230-00	Miscellaneous	78.09
10 5-40-262-00	Service Contracts	430.00
10 5-40-264-00	Meetings & Special Events	1,035.50
10 5-40-266-00	Supplies-General	404.52

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5-40-269-00	Supplies - Recreation	2,319.05
10 5-40-280-00	Utilities-Electric	350.14
10 5-40-282-00	Utilities-Telephone	210.04
10 5-40-284-00	Utilities-Water	65.39
10 5-40-340-00	Consultant Costs	200.00
10 5-40-350-01	Park Maintenance	21,019.49
10 5-40-351-00	Concert Series	630.00
10 5-40-715-00	Founders Day	47,648.96
10 5-40-720-00	Art Festival	22,923.73
10 5-40-730-00	Park Improvements	52.00
10 5-40-736-00	Farmers Market	1,875.00
10 5-40-737-00	BBQ Bash	500.00
10 5-40-739-00	Community Garden	49.78
10 5-50-120-00	FICA & Medicare	2,891.73
10 5-50-140-00	Employee Benefits (125)	8,958.20
10 5-50-142-00	Insurance (Life & Disability)	363.18
10 5-50-208-00	Equipment Leasing	1,813.86
10 5-50-224-00	Maintenance-Vehicles	301.49
10 5-50-230-00	Miscellaneous	269.12
10 5-50-244-00	Public Notices	209.48
10 5-50-250-00	Internet Connection	22.50
10 5-50-263-00	Abatements	5,267.40
10 5-50-268-00	Supplies-Office	240.86
10 5-50-282-00	Utilities-Telephone	828.14
10 5-50-293-00	Computer System Under \$5K	628.67
10 5-50-340-00	Consultant Costs	570.00
10 5-50-350-00	Contractual Services	10,556.00
10 5-50-740-00	Planning Commission	175.35
10 5-60-230-00	Miscellaneous	1,960.77
10 5-60-285-00	Utilities - Cable TV	66.98
10 5-60-350-00	Contractual Services	258,667.48
10 5-60-350-02	Contractual Cleaning	447.64
10 5-70-120-00	FICA & Medicare	2,065.83
10 5-70-140-00	Employee Benefits (125)	7,656.53
10 5-70-142-00	Insurance (Life & Disability)	220.93
10 5-70-208-00	Equipment Leasing	1,813.86
10 5-70-224-00	Maintenance-Vehicles	266.64
10 5-70-268-00	Supplies-Office	88.05
10 5-70-276-00	Traffic Signals/Street Lights	7,221.87
10 5-70-282-00	Utilities-Telephone	339.49
10 5-70-350-02	ROW Roadside Mowing	17,275.75
10 5-70-350-05	ROW Landscaping	6,763.98
10 5-70-350-06	ROW Tree Removal	658.75
10 5-70-350-09	Miscellaneous ROW	2,484.00
10 5-70-350-11	St Maint-Asphalt Patching	8,356.15
10 5-70-350-22	St Street Sweeping	1,202.50

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 5-70-350-27	St Maint-Pavement Marking	5,883.28
10 5-70-350-30	St Maint-Guardrails	451.75
10 5-70-350-42	Storm Water-Culvert Cleaning	718.00
10 5-70-350-44	Storm Water-Ditching	606.25
10 5-70-350-55	Traffic Control-Signs	9,917.44
10 5-70-350-65	Emergency Road/ROW Repairs	64.39
	*** FUND TOTAL ***	598,703.08
17 5-40-480-11	Al Foster Trailhead Imp	137,867.42
17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	4,732.80
17 5-40-480-41	Community Park PH2 Const.	239,409.92
17 5-40-480-45	Future Trail Development Desgn	39,334.00
17 5-40-480-46	Belleview Farms	11,382.00
	*** FUND TOTAL ***	432,726.14
18 5-70-460-15	Manchester Rd Bike Lane Design	32,766.40
18 5-70-470-66	Eatherton Rd Bridge Design	4,577.36
18 5-70-480-13	Salt Storage Facility Design	2,650.00
18 5-70-480-21	Other Engineering Services	4,365.00
18 5-70-480-27	Manch Strscape PH III Design	2,987.91
18 5-70-490-01	Asphalt Pavement Resurfacing	6,885.25
18 5-70-490-02	Concrete Pavement Replacement	27,463.87
18 5-70-490-06	Sidewalk Replacement	12,526.44
	*** FUND TOTAL ***	94,222.23
19 5-10-500-10	Audio/Video Enhancements	2,761.53
	*** FUND TOTAL ***	2,761.53
20 2230	P & Z Escrow	6,525.00
20 2250	Infrastructure Escrow	2,300.00
	*** FUND TOTAL ***	8,825.00

VENDOR SET: 01	BANK: 1010	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			167	1,137,237.98	0.00	1,137,237.98
BANK: 1010	TOTALS:		167	1,137,237.98	0.00	1,137,237.98
REPORT TOTALS:			167	1,137,237.98	0.00	1,137,237.98

SELECTION CRITERIA

VENDOR SET: 01-City of Wildwood
VENDOR: ALL
BANK CODES: All
FUNDS: Exclude: 16

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/23/2016 THRU 9/26/2016
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: YES
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All
