BILL #2861 ORDINANCE #2861

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, APPROVING A RECORD PLAT, DEPOSIT AGREEMENT, AND ASSOCIATED LETTERS OF CREDIT FOR A SIX LOT RESIDENTIAL SUBDIVISION THAT IS PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STATE HIGHWAY T AND MELROSE ROAD, AND TO BE HEREAFTER KNOWN AS "MELROSE HEIGHTS" SUBDIVISION.

WHEREAS, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the development and subdivision of land that were intended to promote a policy of responsible use of properties; and

WHEREAS, the Planning and Zoning Commission and the City Council, as part of their adoption of the Master Plan, created four (4) conceptual land use classifications for the community, one of which was the Non-Urban Residential Area, where the density of housing is limited due to the character of the land area, rural roadway patterns, limited utility network, and abundant woodlands to be protected; and

**WHEREAS,** this property is over 44.38 acres in area and is currently vacant, with a mix of open fields and woodland areas characterizing it; and

WHEREAS, the owner of this tract of land, St. Albans Properties, L.L.C., submitted a request to the City for it to consider a six (6) lot division of the property to accommodate an equal number of dwellings on site, with lots sizes beginning at no less than 4.2 acres of area; and

WHEREAS, St. Albans Properties, L.L.C. has completed the necessary aspects of the final platting process and is now submitting the Record Plat for this subdivision, which would authorize the contemplated six (6) lot division of the subject property, of which the owner has also agreed to future infrastructure improvements to it, per the attached Deposit Agreement, with two (2), Letters of Credit; and

WHEREAS, the Record Plat for this subdivision substantially complies with the approved Preliminary Plat/Improvement Plans acted upon by the City's Planning and Zoning Commission on February 5, 2024, while the Deposit Agreement reflects the requirements and specifications of the City's *Subdivision and Development Regulations*, all in the appropriate form for action by the City Council; and

WHEREAS, the Deposit Agreement, referenced herein, is guaranteed by Letters of Credit in the respective amounts for construction and maintenance of overall lot improvements, for a period of two (2) years, with the option for additional extensions of time, to complete the development of these six (6) lots; and

WHEREAS, the properties resulting from this proposed division appear to meet the regulations prescribed by the Zoning Ordinance of the City of Wildwood for the aforementioned zoning district designation established upon this tract of land (NU Non-Urban Residence District; and

WHEREAS, these proposed lots comply with the parking and boundary line setback requirements and minimum dimensions mandated by the City of Wildwood's *Subdivision and Development Regulations*; and

WHEREAS, the developer is dedicating additional right-of-way for Melrose Road, as part of this proposed subdivision, meeting the City's Public Space Requirements (will provide a fee inlieu of), and complying with the regulations relating to the Natural Resource Protection Standards (NRPS); and

WHEREAS, the approval of this Record Plat complies with the standards and guidelines of the Master Plan and meets the requirements relating to it, given its location in the 'Non-Urban Residential Area'; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted specific ordinances, codes, and regulations enabling it to exercise and administer its zoning and subdivision authorities to promote the health, safety, and general welfare of its residents, which this action is in keeping with such intent.

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

<u>Section One.</u> The City Council of the City of Wildwood, Missouri hereby approves an Ordinance authorizing a Record Plat and Deposit Agreement, with two (2), Letters of Credit, which guarantees required improvements, for a six (6) lot residential subdivision that is northwest quarter of Section 7, Township 44 North, Range 3 East, of the 5<sup>th</sup> Principal Meridian, City of Wildwood, St. Louis County, Missouri, and more specifically situated on the southwest corner of the intersection of Melrose Road and State Highway T; hereafter to be known as "Melrose Heights Subdivision." These lots are graphically represented on the attached plat and accompanying legal description, more specifically, now hereto adopted and made a part of this ordinance.

<u>Section Two.</u> The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Record Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The petitioner is required and directed to record the approved Record Plat (within one hundred twenty (120) 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.

<u>Section Three.</u> The Mayor, the City Attorney, and the Director of Planning are hereby authorized to approve the Deposit Agreement, secured by two (2), Letters of Credit, which guarantees subdivision improvements for this development, by placing their signatures on this document indicating compliance to the requirements of the City in this regard.

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

This Bill was passed and approved this \( \) \(

Presiding Officer

ATTEST:

James R. Bowlin, Mayor

ATTEST:

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## LETTER OF CREDIT DEPOSIT AGREEMENT GUARANTEEING SUBDIVISION IMPROVEMENTS

THIS DEPOSIT AGREEMENT made and entered into by

St. Albans Properties, 3191 St. Albans Road - P.O. Box 49 St. Albans, Missouri 63073

herein called DEVELOPER and CITY OF WILDWOOD, MISSOURI, herein called CITY:

#### WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the City of Wildwood Department of Planning for the creation and development of a subdivision to be known as: <u>Melrose Heights</u> (the "Subdivision") and requesting approval of the same; and

WHEREAS, the subdivision plans have been approved and the City of Wildwood Director of Planning ("Director") has reasonably estimated and determined that the cost of construction, installation and completion of the subdivision improvements, all in accordance with the provisions of Chapter 420 Sections 420.010 - 420.410 of the Code of Ordinances of the City of Wildwood ("Code"); and

WHEREAS, the DEVELOPER is seeking the approval of the CITY of the record plat of the aforesaid subdivision as the same is provided in Chapter 420 of the Code; and

**WHEREAS**, Chapter 420, provides, inter alia, that the record plat of a subdivision may be approved by the City of Wildwood only after the DEVELOPER submits a satisfactory deposit agreement guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved improvement plans;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

### IT IS HEREBY MUTUALLY AGREED:

That the DEVELOPER has deposited an irrevocable letter of credit and required fee with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of <u>Four Hundred Twenty-Four Thousand Six Hundred Ninety Dollars and Twenty-Five Cents (\$424,690.25)</u> payable in lawful money of the United States of America, herein called CONSTRUCTION DEPOSIT, with the CITY, as a deposit guaranteeing the construction, installation, completion of the required subdivision improvements in the Subdivision, all in accordance with the approved plans therefore and in accordance with Section 420.080 of Chapter 420 and other applicable ordinances of the City.

That the DEVELOPER has also deposited an irrevocable letter of credit with such other terms as approved by the Director and City Attorney in favor of CITY for the sum of <u>Forty-Two Thousand Four Hundred Sixty-Nine Dollars and Three Cents (\$42,469.03</u>) payable in lawful money of the United States of America, herein called MAINTENANCE DEPOSIT with the CITY, as a deposit guaranteeing the maintenance obligations of the DEVELOPER for the subdivision pursuant to Section 420.080 of Chapter 420 of the Code.

That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT guarantee the construction, installation, completion, and maintenance of the subdivision improvements in the Subdivision in accordance with the report of the Director of Planning dated March 4, 2024, a copy of which is attached hereto and made a part hereof and as per improvement plans and specifications for the Subdivision which have been filed with and approved by the Director of Planning and Director of Public Works of the City of Wildwood, Missouri, all of which are incorporated herein. The CONSTRUCTION DEPOSIT shall consist of an amount equal to 110% of the estimated costs of the construction, completion, and installation of the Subdivision required improvements ("ESTIMATED COSTS"). The MAINTENANCE DEPOSIT shall consist of an additional amount equal to 10% of such ESTIMATED COSTS for maintenance guarantee obligations pursuant to Section 420.080 of Chapter 420.

That in the event the CONSTRUCTION DEPOSIT or MAINTENANCE DEPOSIT herein provided is determined by the Director of Planning to be insufficient to complete or maintain the Subdivision improvements as required by Section 420.080 of Chapter 420, the DEVELOPER shall deposit with the CITY that additional deposit sum of lawful money of the United States of America that will be required to complete or maintain the said improvements; such additional deposit sum to be subject to the terms of this Deposit Agreement.

That the DEVELOPER guarantees that all required utilities and Subdivision improvements will be installed, constructed and **completed within two (2) years of the date of City Council approval of this Agreement**, as shown on page 5, ("COMPLETION DATE"). The COMPLETION DATE may be extended unilaterally by the Director for a period of up to two (2) years in his sole discretion as provided by Section 420.080 of Chapter 420.

#### CONSTRUCTION DEPOSIT Releases.

That the CITY shall only release or disburse the CONSTRUCTION DEPOSIT or portions thereof upon receipt and in the amount set forth in a written authorization from the said Director of Planning, which authorization shall be given when, and only when, the improvements, or some portion of them, have been constructed, completed and installed and the Director has received the written approval of the appropriate inspecting authority. Nothing in this Agreement shall be construed to permit releases contrary to any restriction set forth in Section 420.080 of Chapter 420.

In order to obtain such written approval, the DEVELOPER shall make written request to the appropriate inspecting authority to inspect, with a copy to the Director of Planning.

Thereafter, upon receipt and written approval of the appropriate inspecting agency for any specific component or line item of a category of improvements, and after written request by the DEVELOPER for a specific release, the Director may at the Director's discretion release not more than ninety five percent (95%) of the original sum deposited within the CONSTRUCTION DEPOSIT for the construction of such component or line item applicable to a specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held in the CONSTRUCTION DEPOSIT for a category of improvements shall be released within thirty days of completion of all of the improvements in such category of improvement, minus a retention of five percent which shall be released only upon completion of all improvements in the subdivision. The establishment of categories, components, and line items of required improvements for the subdivision, as attached hereto, shall in no way modify or reduce the developers guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when (1) each and every component and line item within a category for the entire subdivision has been constructed and completed as required, (2) the developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection, (3) the developer is not in default or in breach of any obligation to the City under this section, including but not limited to, the Directors' demand for maintenance or for deposit of additional sums for the subdivision, (4) the inspection has been completed and the results of the inspection have been approved in writing by the Director.

Upon final approval of all required improvements, the Director of Planning shall release from the remaining amount of the CONSTRUCTION DEPOSIT.

That in the event that the DEVELOPER shall default, abandon the Subdivision or fail to satisfactorily complete the improvements by COMPLETION DATE, whichever shall occur first, the CITY may complete, or have completed, the required improvements and apply the remaining CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT therefor. The CITY, through its Directors of Planning or Public Works, may further apply such necessary amount of the MAINTENANCE DEPOSIT to remedy any failure of the DEVELOPER to perform its maintenance obligations set forth in Section 420.080 of Chapter 420. For the purpose of this Agreement and the CITY'S rights hereunder, any and all of the CONSTRUCTION DEPOSIT and MAINTENANCE DEPOSIT may be applied to completion or maintenance of any improvements in the event of default or of failure of the DEVELOPER to perform the obligations hereunder or as required by Section 420.080 of Chapter 420, and no limitation of any kind shall be implied from the line item calculations of separate improvements.

The MAINTENANCE DEPOSIT shall be further retained to guarantee the maintenance of the Subdivision improvements until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific improvement by the City, or (2) expiration of eighteen (18) months after occupancy permits have been issued on 95% of all of the lots in the subdivision plat(s) subject to this deposit agreement. This remaining amount shall be subject to the immediate order of the Directors of Planning or Public Works to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Consistent with Section 420.080, the Director of Planning may release such amount, if

any, of the remaining MAINTENANCE DEPOSIT in excess of that which he determines to be necessary to satisfy the requirements of Section 420.080 of Chapter 420. Maintenance shall include repair or replacement of all defects, deficiencies, and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot having a valid building permit or as otherwise permitted by site plan), and street deicing and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Public Works. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the governing body of the governmental entity for dedication. Irrespective of other continuing obligations, the developer's street deicing and snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance.

The Developer shall further be subject to each and every provision and requirement of Chapter 420 of the Code, and as may be amended, as well as Section 89.410, Mo.Rev.Stat., as may be amended, and all such other terms that are incorporated herein as if fully set forth. This Agreement and the obligations and rights hereunder are not assignable or transferable by the DEVELOPER. Furthermore, in the event of a default, abandonment or failure of the DEVELOPER to complete the improvements, no other person, firm or entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to the remaining escrow funds as a DEVELOPER without entering into a separate Deposit Agreement with the City.

Exercise or waiver by CITY of any enforcement action under this agreement or Chapter 420 does not waive or foreclose any other or subsequent enforcement action whatsoever. The deposit placed under this agreement shall be governed by the provisions of Section 420.080 of Chapter 420, as amended, of the Code and the DEVELOPER agrees to the provisions thereof as if set forth herein.

The CITY and DEVELOPER hereby accept this agreement as a lawful and satisfactory Deposit Agreement under the provisions and requirements of Chapter 420, as amended, of the Code.

IN WITNESS WHERE day of	OF, the parties hereto have hereunto set their hands and seals this A.D. 20
	e
	[DEVELOPER/COMPANY/CORPORATION]
ATTEST (seal):	
Title: President Type name:	Title: Secretary Type name:
	CITY OF WILDWOOD, MISSOURI
	Joe Vujnich DIRECTOR OF PLANNING
ATTEST (seal):	APPROVED: CITY OF WILDWOOD COUNCIL
	MAYOR
	Date Approved: [Completion date is 24 mo. from above]
	acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a y setting forth the authority of the signing officer and the acknowledgement of the corporation act must be attached.
	APPROVED:
	CITY ATTORNEY

### CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI ) ) SS
COUNTY OF ST. LOUIS )
On this day of, A.D., 20, before me appeared, to me personally known, who, being by me duly sworn, did say that (s)he is the President of, a Missouri and that (s)he executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him on behalf of the aforesaid corporation by authority of its Board of Directors and said, as President of the said corporation, acknowledged said agreement to be a lawful, free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.
My commission expires
Notary Public  CORPORATE SECRETARY'S ACKNOWLEDGEMENT
STATE OF MISSOURI ) ) SS COUNTY OF ST. LOUIS )
On this day of, A.D., 20, before me appeared, to me personally known, who, being by me duly sworn, did say that (s)he is the Secretary of, a Missouri and that who executed the foregoing agreement as President of the aforesaid corporation is in fact the President of that Corporation and was authorized and directed by the Board of Directors of the aforesaid corporation to execute the foregoing agreement.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.
My commission expires
Notary Public

# REPORT OF ESTIMATED COST OF IMPROVEMENTS Melrose Heights (Ward 6)

[6 Lots - Zoning: NU Non-Urban Residence District]

Total Acreage: 44 acres

Common Ground: 0.0 acres

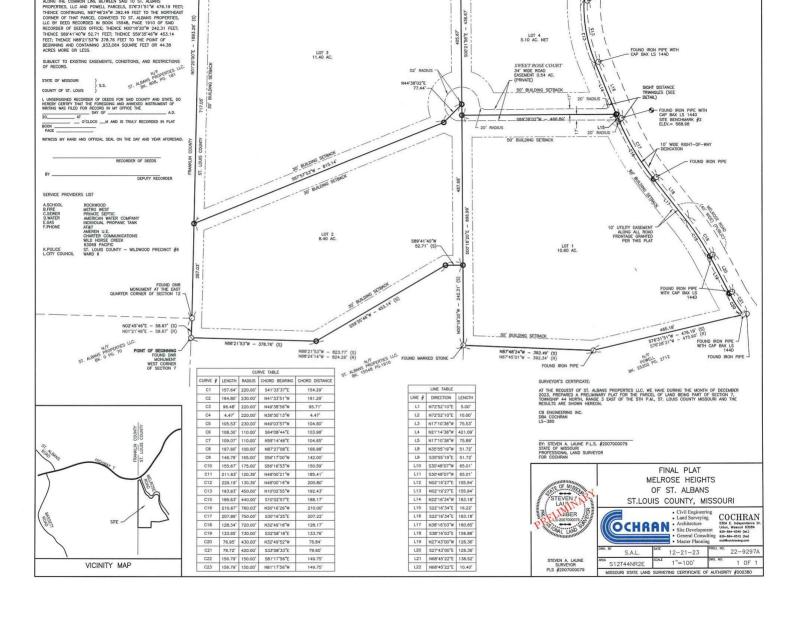
[West side Melrose Road, south of State Highway T]

CITY OF WILDWOOD, MISSOURI

Setbacks (feet): 50/30/30

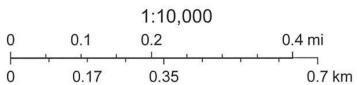
	units	description		cost/unit		total
_	Construction of Streets					\$171,566.75
	880.00 cu. yds.	Grading	@	\$15.00 p	/cu/yd	\$13,200.00
	370 lin. ft.	Sawcutting	@	\$5.75 p		\$2,127.50
		W @ 24' wide [989'L x 24'W] - Asphalt	@	\$54.55 p		\$143,739.25
	0.00 lin. ft.	Vertical concrete curb/gutter (6")	@	\$25.00 p		\$0.00
	0.00 sq. yds.	Concrete (8" including base)	@	\$75.00 p		\$0.00
		Residential (asphalt)	@	\$12,500.00 e		\$12,500.00
		* April • 2000 - 100 -				74500 Pers
	Sidewalks	0:1	0	EF 00 -	1154	<b>\$0.00</b> \$0.00
_	0.00 sq. ft.	Sidewalk 4" thick; 5'Wx400'L	@	\$5.00 p	rsqrit	\$0.00
	Street Trees [per Approved Lands [two (2) private streets]	scape Plan]				\$23,400.00
	36	2" caliper - Mix - Natives	@	\$650.00 e	ach	\$23,400.00
	Oter et Hebre					\$16,000,00
	Street Lights	401	0	£0,000,00 -		\$16,000.00
	2 Street lights	(16' typical height)	@	\$8,000.00 e	acn	\$16,000.00
	Street Signs					\$1,400.00
	2	Street Signs	@	\$350.00 e	ach	\$700.00
_	. 2	Stop Signs	@	\$350.00 e	ach	\$700.00
_	Storm Sewers (escrowed at 9	20% of line-item total)				\$61,078.50
	and the contract of the contra	of 90%) storm in right of way		\$58,024.58		70.,000
		f 90%) storm in right of way		\$3,053.93		\$82,865.00
1			0	\$30.00 p	/lin/ft	\$6,450.00
	215.00 lin.ft.	12" RCP	@	\$2,000.00 p		\$0.00
		Storm Manhole	@	The second secon		
		Curb Inlet, single	@	\$3,000.00 e		\$9,000.00
		Area Inlet, single	@	\$2,500.00 e		\$0.00
-		Flared End Section (12")	@	\$1,500.00 e		\$6,000.00
	2	Junction Box	@	\$6,210.00 e		\$12,420.00
			@	\$15,000.00 e		\$30,000.00
	85.00 sq. yds.	Riprap / Revet Heavy Stone	@	\$47.00 p		\$3,995.00
	6	Dry Wells	@	\$2,500.00 p	er lot	\$15,000.00
	Detention/Retention - two (	(2) storm basins required annd other E	MP's			\$0.00
L	0 sq. ft.	Amended Soil Mixture+Groundcover	@	\$2.30 p	/sq/ft	\$0.00
	Grading/Siltation and Eros	ion Control				\$12,030.00
	6 lots	Grading	@	\$1,000.00 p	/lot	\$6,000.00
_	6 lots	Siltation Control	@	\$400.00 p		\$2,400.00
	6 lots	Erosion Control	@	\$400.00 p		\$2,400.00
	6 lots	Granular Fill	@	\$205.00 p		\$1,230.00
1		Grandial 1 III	@	\$2.80 p		\$0.00
	0 p/cu/yd 0 p/cu/yd		@	\$2.80 p		\$0.00
						405 000 00
Г	Landscaping - Mitigation (G		0	6700.00		\$25,200.00
	36 trees - [stree	et trees also required in NU District]	@	\$700.00 e	acn	\$25,200.00
	Mulch					\$150.00
_	20.00 cu. yds.	bark mulch-at the base of all trees/shrubs	@	\$7.50 p	/cu/yd	\$150.00
_	Water Mains					
	0	Private, per MDNR - St. Louis County	001444			\$0.00

Monuments					\$1,000.00
<del></del>	- Survey Monuments - first 4	@	\$910.00		\$0.00
	Survey Monuments - over 4	@	\$215.00	eacn	\$0.00
Retaining Walls - none					
0 sq.ft	VersaLok Wall (H'xL')	@	\$55.00	p/sq/ft	\$0.00
Sanitary Sewers					
6	Individual Household Treatment Sys	stem @	\$5,000.00	per lot	\$30,000.00
Multi-Use Trail - none					
0 sq.ft	Asphaltic Conc. (@ WxL)	@	\$5.00	p/sq/ft	\$0.00
Public Space Amenities -	- none				\$0.00
Fencing - none					
0 lin.ft.	Black Aluminum Picket - 4' high	@	\$75.00	p/lin/ft	\$0.00
ESTIMATED TOTAL COST	OF IMPROVEMENTS*				\$424,690.25
TEN (10%) PERCENT INFL	LATION FACTOR			\$	42,469.03
ESTIMATED COST OF CO	NSTRUCTION LETTER OF CREDIT				\$467,159.28
ESTIMATED MAINTENANC	CE BOND REQUIREMENT **			\$	42,469.03
(2nd separate Letter of Cr	edit required)			,	,
Prepared By: Jac V4	inich	Date:	3-04	1-2024	
	h - with review by Department of Public				
Approved By:	Vun	Date:	2-08-	2024	
/	n, Director of Planning	Date		2021	
* Cost estimate	es within categories are estimates and not for rele	ease purposes			
** The Maintena	nce Deposit will be held for a total of eighteen (18	3) months from	n either the date of		
FINAL accept have been iss	ance of ALL PUBLIC IMPROVEMENTS by the Cued.	City or after 95	% of ALL occupan	cy permits	
Category 1 = Stree	t Improvements nwater Improvements				
	ng/Erosion Requirements				
	scaping Improvements				
	ellaneous Improvements				
Accepted By:		Date:			
	[signature]				
print name:					
	[developer]				
representing:					
	[development company]				



# ounty Map





St. Louis County GIS Service Center