

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, OCTOBER 18, 2021 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

<u>1. INTRODUCTORY ITEMS:</u>	<u>SUGGESTED COUNCIL ACTION</u>	
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the October 4, 2021 Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda</u>	Need Motion/Mayor	Memo
<u>2. PRIORITY ITEMS:</u>		
<u>Mayor's Presentations, Appointments & Re-Appointments</u>		
a. Proclamation – Honoring Donald D. Hahne for 70 Years of Service	Mayor	
b. Planning and Zoning Commission Appointment	Approve/Mayor	Memo
c. Police Department Reappointments	Approve/Mayor	Memo
<u>3. PUBLIC HEARINGS:</u>		
a. Special Use Permit – 501 West Second Street	Accept Into Minutes	Memo
b. An ordinance granting a Special Use Permit to utilize 501 West Second Street as a Vacation Rental in the City of Washington, Franklin County, Missouri.	Read &Int/Read/Vote/Mayor	
<u>4. CITIZENS COMMENTS:</u>		
<u>5. UNFINISHED BUSINESS:</u>		
<u>6. REPORT OF DEPARTMENT HEADS:</u>		
a. Electric for City Auditorium and Old Bathhouse	Accept Into Minutes	Memo
b. Speaking at Public Meetings	Discussion	
<u>7. ORDINANCES/RESOLUTIONS:</u>		
a. An ordinance authorizing and directing the execution of an agreement by and between the City of Washington, Missouri and Sikich LLP to conduct the annual audit.	Read &Int/Read/Vote/Mayor	Memo
b. An ordinance accepting the bid from Byrne & Jones Construction and to approve the purchase of a Turf Infield at Ronsick Field by the City of Washington, Missouri.	Read &Int/Read/Vote/Mayor	Memo
c. An ordinance approving Amendment No. 26 to the development plan for acquisition of an industrial tract commonly known as the Elmer C. Heidmann Industrial Park providing for the sale of Lot 18 to JB Capital Investments, LLC.	Read &Int/Read/Vote/Mayor	Memo

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| d. An ordinance authorizing and approving a loan to the Washington Missouri Redevelopment Corporation as evidenced by a Promissory Note and secured by a Deed of Trust on real property located in the County of Franklin, Missouri. | Read &Int/Read/Vote/Mayor | Memos |
| e. An ordinance approving the development plan for acquisition of an industrial park to be known as the Richard Oldenburg Industrial Park and the purchase of land from Waterman Farms, Inc. | Read &Int/Read/Vote/Mayor | Memo |
| f. An ordinance approving a boundary adjustment for Kossmann’s Southside Subdivision, Plat 3, in the City of Washington, Franklin County, Missouri. | Read &Int/Read/Vote/Mayor | |
| g. An ordinance approving a boundary adjustment for part of Lot 1 and all of Lot 2 of Industrial Park No. 2 and part of U.S. Survey 1925, all in U.S. Survey 1925, Township 44 North, Range 1 West, in the City of Washington, Franklin County, Missouri. | Read &Int/Read/Vote/Mayor | |
| h. An ordinance authorizing and directing the execution of a Quit Claim Deed by and between the City of Washington, Missouri and 801 Terry Lane, LLC. | Read &Int/Read/Vote/Mayor | |
| i. An ordinance vacating a portion of Terry Lane in the City of Washington, Missouri. | Read &Int/Read/Vote/Mayor | |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR’S REPORT:

10. CITY ADMINISTRATOR’S REPORT:

- | | |
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| a. City Newsletter | Discussion |
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11. COUNCIL COMMENTS:

12. CITY ATTORNEY’S REPORT:

- | | |
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| Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000). | Roll Call Vote |
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13. INFORMATION:

- a. Washington City-Wide Bulk Pick-Up – October 25-October 29, 2021
- b. Leaf Pick Up

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION
PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.
POSTED BY SHERRI KLEKAMP, CITY CLERK, OCTOBER 14, 2021
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 4, 2021**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 4, 2021, at 7:00 p.m. in the Council Chamber. Mayor Sandy Lucy opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Sandy Lucy	Present	
Council Members: Ward I	Steve Sullentrup	Present	
	Duane Reed	Present	
	Ward II	Mark Wessels	Present
	Mark Hidritch	Present	
Ward III	Jeff Patke	Present	
Ward IV	Greg Skornia	Present	
	Gretchen Pettet	Present	
	Joe Holtmeier	Present	

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Emergency Management Director	Mark Skornia
	Economic Development Director	Sal Maniaci
	Parks Director	Wayne Dunker
	Police Chief	Ed Menefee
	Public Works Director	John Nilges
	Finance Director	Mary Sprung

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

- * Approval of the Minutes from the September 20, 2021 Council Meeting
A motion to accept the minutes as presented made by Councilmember Hidritch, seconded by Councilmember Patke, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's Report Summary – June 2021
- * Investment Report Summary – June 2021
- * Change Order No. 1 – 2021 Fourth Street & Fair Street Overlay Project
- * Final Payment Request – Heritage Park Sidewalk Project
- * Final Payment Request – Public Works Facility Roof Project

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Hidritch, seconded by Councilmember Holtmeier, passed without dissent.

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Re-Appointments:

* None

PUBLIC HEARINGS

* Rezoning of 86 properties into the C-3 Downtown Commercial District

September 14, 2021

Mayor & City Council

City of Washington

Washington, MO 63090

Re: Rezoning of 86 properties into the C-3 Downtown Commercial District

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on May 13, 2021 the above mentioned rezoning was approved with an unanimous 9-0 vote in favor.

Sincerely,

Samantha Cerutti Wacker

Co-Chairman

Planning & Zoning Commission

September 27, 2021

Mr. Sal Maniaci

450 Jefferson Street

Washington, MO 63090

Re: C-3 Downtown District

Dear Mr. Maniaci:

Please be advised that I represent Mr. Anthony Bequette and the various entities which he owns. Two of the entities that he owns own real property situated within the proposed "C-3 Downtown District", namely the Tibbe Building and the property where Front Street Cellars is located.

At present, the Tibbe Building is zoned M-1 and the Front Street Cellars building is zoned C-1. My client is totally opposed to the rezoning of either of his properties because of the limitations on uses which would result. My client has been working on plans to utilize these properties in ways which would currently be permissible but would not under C-3. It is our position that rezoning the properties would jeopardize my client's vested rights and would result in a taking by inverse condemnation.

My client will be in attendance at the Council Meeting on October 4, 2021 and I would also request that this letter in opposition be made part of the record. My client and I are more than willing to meet with you and other representatives of the City to explore other possible resolutions and options if the City is interested.

Very truly yours,

Mark S. Vincent

PC: Anthony Bequette

Mayor Sandy Lucy

Mark Piontek, City Attorney

Mayor: Okay, Sal.

Maniaci: All right, Good Evening again. So, this is a little bit of a different request tonight. This is a rezoning that is actually been proposed by City staff and the Planning and Zoning Commission. This is something that has actually been reviewed for four months now. It has been on the past four Planning and Zoning Commission agendas to review, revise, look at different options of how we could achieve this.

Just a little bit of a background here. This is something that has kind of been on our mind for a number of years that in reality for our C-3, and just to refresh our C-3 District as our Central Business District that is designed, written and the intended purpose of that is for our downtown zoning that allows for zero lot line, mixed use of residential and commercial and then no parking regulations. The main reason for that parking regulation is that in an historic district, if you require someone to have off-street parking for their business, and they're at a zero lot line, they're really only option is to buy a property, which is probably another historic structure, tear it down to put it more park, surface parking. So, in our downtown district, we primarily rely on street and public parking anyway so that has been the main reason for requiring that or allowing for no parking requirements.

In reviewing our downtown district, for a long time it has not really been compact and contiguous, has not been orderly with actually having a boundary. We had a core area that was allowed that was zoned C-3 back in 89, think it was 89 when we had our original zoning code and then over the years there has been a couple of requests, either approved or denied for C-3 outside of that, but then they're not contiguous with the existing boundaries.

So, Planning and Zoning Commission, in one of our meetings months ago, asked me to come up with a possible solution to creating an actual growth boundary in downtown district for this. We looked at possibility doing an overlay district on top of that, on top of our existing C-3 or just doing a rezoning. We came down to the conclusion that the easiest way and the cleanest way to do this was to actually define a growth boundary in an area that we consider to be downtown, then rezone any property in that boundary that is not currently C-3 to C-3.

So, why the district revision expansion? I'll kind of go through a checklist here of why we did this and how this came about at the Planning and Zoning Commission like I said about four months ago.

The first main reason was to create an organized and orderly downtown district. Like I said, it was not defined by any boundaries in our code. It was just whatever was existing C-3 that was considered downtown, but didn't actually have a real definition, an orderly district of where downtown began and ended.

We wanted to encompass existing island or spot zoning cases to make them contingent with compatible zoning. Like I mentioned, we have a couple of circumstances where over a decade ago or longer someone requested C-3 zoning, it was approved, but it was kind of an island on its own. It's not contiguous to any other C-3 zoning. Then we would have someone request C-3, they're not contiguous with downtown zoning so we would say, well, that's not an

appropriate use. You're not, you're a block or two removed. Well, we didn't have any leg to stand on because we had done it in the past so this would clean up and say, nope, this is the defined growth boundary of what downtown is.

It would bring properties that are suitable for redevelopment into the correct zoning, removing development hurdles. As you'll see and as I'll show you on some maps here, we definitely have some areas that I think everyone in this room could agree is considered downtown. That was prime for the possibility of redevelopment for a type of zero lot line mixed use development that would fit there, but it's not currently zoned for that. If some were to come in and asked to do same thing that you would see on Lafayette or Jefferson Street or Main on one of these properties, we would tell them no that you'd have to go through rezoning and a variance, and then in that case, you may end up having a property that we think is suitable for redevelopment, but it's not contiguous to existing C-3, so we would be inclined to recommend denial of it just because it's not touching an existing district. That really isn't the best way to handle a redevelopment, especially when we think the proposed development is appropriate, but just because it's not touching a color on a map, we would have to recommend denial of it.

Remove the possibility of future industrial uses that are no longer compatible with our downtown. This is one, I mean, again, with our zoning was created for existing uses, our historic uses. You go up and down Front Street or even up on to Maine, there are some areas that, yeah, there was a concrete plant there at one time. There's some other factory uses that are no longer there, but that zoning still exists. And in reality, that zoning was put into place to make sure those industrial uses that needed to be on the river or in that area for, for that time allowed it, but now, as you've seen how downtown has evolved over the past 20, 30 years, those uses aren't really compatible. But for some reason there are some islands of those zoning that are still there. The uses that are there currently are either grandfathered in or have been vacant and those, if someone wanted to redevelop them and do a downtown type use, a mixed use, they would have to come for a rezoning or you have to ask yourself the question on the other side, some of these vacant properties are still industrial do we really think bringing industrial use back in is still appropriate for how downtown has evolved?

Then lastly, I've mentioned this a couple of times now, designate an actual growth boundary for downtown officially define it in our code. Again, this comes up, if it's not defined in our code, how are you going to stop someone or any property owners say out on the Highway 100 and 47 and saying I want to request C-3 zoning there so I could have apartments above of retail and say, oh, that's for our downtown district. Well, it doesn't actually say anywhere in our code that it needs to be part of our store downtown. It mentions historic nature, but it doesn't actually say anything of a physical area defined by streets of where this district is. So, we thought in discussion with the Planning and Zoning Commission, what would be a way to fix a lot of these address *inaudible* issues with the rezone properties that aren't currently in the downtown district and bring them in, and then actually have a code amendment to the definition of C-3 to define a base area of what we'll call growth boundary so if there's some areas in here that aren't necessarily developed yet, but we see naturally becoming developed over the coming years, decades, definitely defining that in our code book.

So, what does this mean for property owners? I think this is the most important thing to point out and to hone in on, because this, again is something that the Planning and Zoning

Commission is facilitating this rezoning. That is very rare. Typically, we don't rezone any property until it's requested by the property owners. In this case, it is us requesting to rezone property owners. So, we sent 89 letters out a couple of times to property owners, let them know about these meetings, so it's not like we're springing this on anyone, but we have had conversations with them at Planning and Zoning Commission, and these are the main topics that came up and we just wanted to make clear to all of them.

So, what does this mean for them? It does allow for the zero lot line development, so many lots in this area are unusually small. As the lots have developed or been created over the decades a lot of these historic lots are extremely small in nature and they wouldn't even be able to meet natural setbacks that we have in any of our own zoned districts. A lot of them are already non-conforming, they have zero lot lines, even though their current zone district wouldn't allow it. This would make those all conforming and make future development easier on these properties.

It removes requirement for off-street parking and all these properties. So again, because of the lot size, current zoning require them to purchase additional land, possibly tear down adjacent structures for parking. This allows them to not have any requirements for off-street parking and to utilize on street and public parking in the district in lieu of providing their own parking.

A big one here, we wanted to make clear to all these property owners that there is no action required. Because we are rezoning you, that does not require the property owner to change any current use. If they are doing anything that isn't currently used or permitted in C-3, it will automatically become grandfathered. I can only think of two right now, it's the Corncob Pipe Factory and the blacksmiths, the...

Lamb: Bleckman's.

Maniaci: Bleckman's, thank you, sorry. Those are the two industrial uses that would be in C-3, continued to be used there, there's not going to be any change required for that. All uses, current uses, are permitted in C-3 will be grandfathered in. That also goes for when they're wanting to actually sell and redevelop at one at some point that again, tears down some of those hurdles where these now mixed use zero lot line zoning requirements already in place that they can, they can easier to redevelop.

Lastly, it does not change the property taxes. I think that was the biggest question we got up. If it is used residentially right now and they see that C-3 that's central business district, they say, am I going to be assessed commercially now? The answer is a flat out, no. Property taxes are assessed by the county by use, not by zoning. So, just because you are in the C-3 zoning does not mean you are going to be commercially assessed, that happens all over our downtown district. The assessor comes in every other year and assesses property by use and not by the zoning so there's not a concern there either.

So, now to get into actually...

Patke: Hey Sal...

Maniaci: Yeah...

Patke: Can I ask a question? Is there any, is there any scenario where it would be detrimental to a previous land owner to switch to C-3? I mean, is it as far as limitations go or anything like that, like you said, they're going to be grandfathered in, but is there any situation, any scenario where

I'm operating a bed and breakfast or I'm operating my house is there, you know, what's the changes and would it be detrimental in any way?

Maniaci: I mean, not for those examples. No, because C-3 allows a bed and breakfast...

Patke: Right.

Maniaci: And allows additional retail, office, apartments all that mixed into one property. There are, and I'll show the zoning maps, a couple of properties that are zoned industrial, that there are more uses permitted currently in industrial than there are in C-3. But I think that's where you get down to the discussion is that is the, are the industrial uses still suitable for that? So, there are in some circumstances, some properties where you're taking away uses that are currently allowed in light industrial, but on 95% of 98% of these properties, they are already in C-2 Overlay. They're in R1-B, they're in multi-family and bringing them into C-3 actually allows more uses for them.

Lamb: And I think I can elaborate a little bit, Jeff. For example, Sal mentioned two uses that he knows of that would be grandfathered in, Bleckman's and the Corncob Pipe Factory. If Bleckman's wanted to, for example, I'm going to use them because there's not a lot of room down there for the Corncob Pipe Factory, but Bleckman's, we've got a little bit of room, if they were zoned C-3 and they wanted to do an expansion, I don't know if it would require a Special Use Permit or if it would be prohibited under C-3 zoning.

Maniaci: For an expansion of that use?

Lamb: If it was zoned C-3.

Maniaci: If it was zoned C-3, they would be required to get a...

Lamb: Is it allowed by Special Use Permit?

Maniaci: Yes, yes, it is.

Lamb: That's my question.

Maniaci: Yes.

Lamb: Just to answer his. Right now, if it's zoned industrial they could go ahead and do that expansion by, right? If it's under this plan, they would have to come to you for a Special Use Permit.

Maniaci: Correct.

Lamb: So there's your answer to the question. What detriment is it to anybody?

Patke: Right, that's kind of what I'm getting at and that's a good example. I mean, Bleckman's have been here for...

Lamb: Correct.

Maniaci: Right.

Patke: Well over a hundred years and now we're going to make them jump through the loops if they want to add onto their building. I guess that's kind of what I'm asking.

Lamb: If they wanted to do that, that would be correct. I don't know that would...

Maniaci: But it wouldn't be strictly prohibited that they couldn't do it. All right. So, here is the existing non-contiguous C-3 District that I mentioned. So, everything highlighted here is currently in the C-3 zoning is considered downtown. Then the one, I mentioned a couple spot zoning outliers. We have a property here that is on Fifth Street that is zoned C-3. That was actually one that is a good example. They wanted to do an industrial use that wasn't allowed in C-2, it was a tire disposal. They got rezoned to C-3 and then asked for a Special Use Permit so that is how that process happened. But that is what was approved again, an outlier from our

district, and it's not contiguous with an existing district. So, if someone were to come with that request today, staff would most likely recommend denial of that. Rhine River, a good example of a redevelopment that was a part of a redevelopment plan, 353 was a part of that and encouraged, but again, it's separated from the C-3 District, so it kind of creates this disorderly district here in our existing C-3 Downtown.

Again, here is our current zoning code across the board, so you have this starting on this western side. Here's Rhine River currently in the downtown district, but not contiguous with anything. You have this corner here which has C-1 Light Commercial allows for office and general retail, but not technically any residential uses.

This gray here rest the block, Bleckman's, Tibbe Power and the Corncob Pipe Factory are all still in this industrial zoning. This yellow you have here is single-family residential. This here, this dark blue is all considered C-2 Overlay which allows for single-family to family and then commercial uses, but doesn't allow for multi-family above two-family and still has parking requirements and setbacks. Then here, this teal color is all multi-family when in reality, you don't have a lot, you have some single-family to family, three-family, it's not all multi-family here, so a lot of these homes here that you see in this darker blue are actually grandfathered in because for some reason that whole area was considered multi-family when zoning was created.

Again, I couldn't tell you why we have an island here of C-1 Light commercial. When you have some residential, you have commercial already mixed in there. And so the proposed district boundaries that we're creating here would bring in all of those areas that are crossing into different zone districts that have similar uses, who would actually create a contiguous downtown zone district and all in that C-3.

So again, here's the proposed boundary of the new downtown district. See it does encompass Rhine River. It does go down behind there on Olive Street. This is down Olive to Fourth, I'm sorry, this is the Second Street...

Holtmeier: Cedar.

Maniaci: Down to Cedar, and then it cuts across Cedar and Fourth here and goes down Elm and encompasses properties on Elm. That was a large discussion at Planning and Zoning Commission to leave Cedar Street out of this. Cedar Street is completely built out. It is a historic, single-family homes, and there was no reason to include that for potential redevelopment and that's already zoned single-family as you can see here. Cedar Street is zoned single-family residential, but when you go one block over Elm Street is already zoned C-2 Overlay, which already allows for single-family to family and commercial and we're having it in multiple zoned districts in this area where in a lot of the uses are already permitted and so this would be just a way to clean it up a lot easier. So it comes...

Pettet: Sal, did you say you went over on Fourth, so you went up Cedar to Fourth, is that, did I hear that correctly?

Maniaci: Yes.

Pettet: So you have one block of Cedar that would be part of it? Is that...

Maniaci: Correct. Right in front of Borgia Grade School.

Menefee: That's Third Street.

Lamb: Third is what he meant.

Maniaci: I'm sorry, Third Street.

Mayor: Because Fourth is up.

Maniaci: This is Fourth Street, my apologies.

Patke: That's not on there.

Maniaci: Yeah, my apologies.

Pettet: Third to...

Maniaci: Once you hit Third and Cedar where it becomes residential, none of that is included.

Pettet: Okay, thank you.

Maniaci: And then it crosses Fifth Street here and does go down to Sixth for this block. This was a portion we discussed, went back and forth with Planning and Zoning for multiple months. The reason that is included, there was a discussion early on to include both sides of Fifth Street, and the reason being if you actually went back and looked at historic photos of Fifth Street in this area when it was first built, a lot of those structures were zero lot line right up to Fifth Street just like you see with the coffee shop here, that's an original structure. If someone were to come in and want to redevelop Fifth Street back to what it was historically, that is not something that we want to discourage with the current zoning code that wouldn't allow that, and so that was how Fifth Street originally got added. The reason you see it stretching down to Sixth is because St. Peter's and Immanuel Lutheran owned the whole block. When you have a zoning district that follows a property line or zoning districts do follow the property line, that is why it continues south down to Sixth Street in these areas.

So, it goes across Sixth Street here, over to Market and then stays clean along Market Street all the way back to the river, so any property that has access to Market Street is now included in this district meaning that Market Street would now be considered the eastern boundary of downtown.

So again, here, this is highlighting that area overlaying that zoning map. So you can see here are all the zonings that now all the properties and all the different zoning districts that now we'll be brought into that C-3. You have some single-family here, properties here, none of that is actually used single-family, that's Borgia Church. There's a parking lot and then their athletic field, this is the Jesuit hall. You have Bleckman's, Corncob Pipe Factory, Tibbe in this industrial area. Then you have the law firm and the wine bar here that is in C-1 Light Commercial. All those will be brought into C-3, all those uses would be allowed to continue. Then again, it goes down to the south side of Sixth Street here or Fifth Street here, encompasses Immanuel Lutheran and St. Peter's and then going north on Market Street. Again, it includes any property that has frontage on Market Street.

So, these are just highlighting the properties that would actually be rezoned. We have sent them letters letting them know of each Planning and Zoning Meeting and the meeting here tonight. Again, most of the comments we received were about the property taxes, any changes that are going to be required of them. We let them know that no that is not a requirement.

Lastly, here is the proposed downtown district. For the recommendation, staff has recommended approval of this rezoning for all of those properties to bring them into the C-3 business district, again, to make that orderly and compact as much as we can. It was unanimous vote at Planning and Zoning. It was reviewed and edited at four consecutive meetings.

Two points I want to bring up that it'll be at a future meeting. It has to go to P and Z one more time for the language and then at your next meeting, after that. They voted to have a Special Use Permit requirement downtown for any zero lot lines at four way intersections, so whenever a building is built right at a four way intersection, and they would like to have a zero lot line, they do have to request a Special Use Permit to be reviewed to make sure that sight distance, everything is still going to be suitable there. A great example of that was at Main and Market where all that construction was just completed. The current code does not require a Special Use Permit for that. Once all four sides of that corner of that intersection was built up, it didn't diminish the site distance. When you're turning that turn a little bit and required a four way intersection, but that was reactive of us to go in and put a stop sign after it was built. This would require if someone wanted to build that submit plans upfront, we could then determine if a stop sign or some type of traffic calming is required at that point, and they'll have to apply for that special use permit. So, that has a change that is going along with this to make this safer for these intersections and for future development.

Lastly, we will have in that code update definitely actually defining the growth boundary in the C-3 intent and purposes section.

In your packet tonight, there has been one letter submitted, an opposition that was the only opposition that we received. There was some comments on Elm Street, but once those property owners realized they're already in a commercial district, I think they realized that we weren't actually making any major changes to them. Tony Bequette has, and we have, did put that in your packet and he is here tonight. He has requested that the Tibbe Power Building be removed from this because of the reasoning that they have more industrial uses that are permitted in there. I will point out that there are parking requirements there right now. If they wanted to get an Occupancy Permit, they would be required to provide off-street parking. They wouldn't be given a credit for the public parking across the street because it is in an industrial district. If you rezoned it to C-3, what staff thinks is any feasible use that will go on there, it's compatible with downtown would not have to provide its own parking because it has the credit across the street. Right now that's not available to them in the current zoning. That request is in there tonight, and I'm sure he can speak on his behalf, Tony's here.

That is all I have. I'd be happy to answer any questions, and the ordinance does follow this Public Hearing.

Patke: Well, according to the letter, it says his properties because the limitations on usage, which would result, is how it states. So, what limitations would this lead to that Tibbe Building? Just like, as you said, I mean, you couldn't add on...

Maniaci: There are not...

Patke: A Special Use Permit?

Maniaci: There are not industrial, right now that is permitted for light industrial. So there's manufacturing uses that can go in there today. However, they would still have to provide parking...

Patke: Right.

Maniaci: To get occupants.

Lamb: If it's left M-1.

Maniaci: If it's left M-1. If we rezoned to C-3, any mixed use, any commercial use that is permitted in the downtown district, but not any manufacturing uses, not any, but very little manufacturing is permitted in C-3. So...

Wessels: Could that not be grandfathered to others with an industrial use?

Maniaci: There's not a current use their now.

Lamb: But there's not a current use.

Wessels: Oh.

Lamb: Is the building to, I mean, I checked, I don't know what information Tony can provide you, but I think I asked Sal today, I think there is, I don't think there's been an occupancy of any use that would be grandfathered at this time.

Wessels: But I assume, well, we'll wait to hear from him. I assume he's thinking there might be.

Lamb: I think if the building is for sale, and I think that's part of their argument is that they wanted to keep all of those options open.

Wessels: Okay, all right.

Maniaci: So, it is a possibility to remove that parcel from this list on the zoning. I wouldn't say that it would kind of defeat the purpose of keeping it packed and contiguous with the zoning, but that is a possibility to remove that. If they wanted to come in and request the C-3 zoning later, if they have a buyer who says, yep, I want to do a wine bar or a brewery, that's permitted in C-3, then they could get it rezoned to C-3 later, and then they wouldn't have to worry about parking right now. Anything that is not zoned C-3 is supposed to provide their own off-street parking.

Lamb: Off-street parking, depending upon use.

Wessels: Good. I'll wait until we hear.

Maniaci: Okay.

Mayor: Okay, are there any other questions by Councilmembers? Any concerns? Okay.

Maniaci: Okay, thank you.

Mayor: Thank you, Sal. Okay so, it's a Public Hearing. Would anyone like to address the Council on this item? Tony? Come on up.

Tony Bequette: Good evening, I guess...

Mayor: State your name and address.

Tony Bequette: Oh, I'm sorry, I'm Tony Bequette and the address of the property question would be 426 Front Street.

Mayor: Okay.

Tony Bequette: Better known as a Tibbe Power Company. Right now, I don't have a use for it, like Darren said, but I guess my concern is, if I have a tenant that comes to me next month and wants to do a use that's M-1 and if I go ahead and agree to the C-3, then I would have to come back to this Council and ask for a Special Use Permit. So, that would be my concern, something I can do now that I won't be able to do once it's C-3. I understand fully the City is trying to alleviate the parking requirements especially like Sal said and the historical downtown district. So, I do understand that I'm just, my concern would be, I just don't know what, where to go with it.

My thought would be, if I left it M-1, I have options that I have now. If I have a tenant or a use for it, that really C-3 works, well then at that point, I guess, would that be the proper time to come back and ask for C-3?

Lamb: Can I, if I could, Tony, what would you do though if you had a proposed use and without having the parking table and the uses that correspond to it, and it required 10 off-street parking spaces, what would you do at that point?

Tony Bequette: I have some off-street parking.

Lamb: Okay, how many spaces?

Tony Bequette: I'm not sure.

Lamb: Okay.

Tony Bequette: And again, I'm not, I don't know, I just don't have a plan yet.

Mayor: Is there some space next to your building, like between your, that building and then...

Tony Bequette: *Inaudible*

Mayor: Wine Cellar

Tony Bequette: *Inaudible*

Mayor: Is there some space in there?

Lamb: I know there's some in the back, right? Is that correct?

Tony Bequette: Yeah, you'd go to the west side of the building.

Mayor: It's on the west side of the building.

Tony Bequette: And it opens up in the back. So, those would be my concerns. I'm not necessarily completely opposed to it. I think that I'm just worried that if I get a tenant or I have a use that I can do now and I can't do it then, and I haven't researched all of it yet. I mean I like the fact that there's no parking requirement. I guess that's really where I'm at with it. I just don't know what to do.

Mayor: You don't know what to do.

Wessels: Tony, if I understand right though, you're saying that, okay, if you got someone, a renter come in and you were not included in this new overlay and someone came in, but their business would be helped by it, you could come back and ask for that.

Tony Bequette: Yeah, that would be my thought.

Wessels: Well, what is the difference between that and coming back and asking for a special use on light industrial?

Tony Bequette: Because I know I probably wouldn't be granted that.

Wessels: Oh.

Tony Bequette: Elijah's is the best argument. Okay. Every point the Sal just made about no parking requirements helps the downtown historical district, Elijah's fits everything Sal just mentioned, but Elijah's wasn't included in this. Elijah's is the only parcel on Front Street, commercial parcel, that's not included in this. Elijah's is the only downtown business that's not included in this so I don't know. Sal talked about spot zoning and islands, once you guys approve this, Elijah's will still be an island.

Sal talked about another property that was zoned C-2, you guys let it be C-3 and then he came back for a conditional use. You know, I'm only two blocks removed from this district. So again, I don't know why Elijah's wasn't included. Is there any questions from the Board? Again, I'm not opposed to the Tibbe I just don't, I just don't know yet. I guess if that's fair, I would think that maybe I could come back later and ask for C-3.

Wessels: You think you would get that more than you would get the other one?

Tony Bequette: I would think so because you guys are asking for it now, why wouldn't you grant it to me later?

Mayor: Okay, all right. Any questions by Councilmembers?

Tony Bequette: Nope.

Mayor: Anyone? Anyone else?

Patke: Thank you.

Mayor: Okay, thank you.

Tony Bequette: Thank you.

Mayor: Is there anyone else who would like to address the Council on this item? Okay, so at this point we'll accept the Public Hearing...

Holtmeier: I'll make a motion...

Patke: Did Sal say it's going back to Planning and Zoning?

Lamb: No.

Patke: For language?

Maniaci: No, so...

Lamb: You have an ordinance later.

Patke: I thought he said it was going back for language?

Lamb: It's an additional thing.

Maniaci: There is an additional change, not in zoning. So, this is actually a rezoning bringing properties into C-3. There's actual language change that we're proposing in C-3 that we'll be at Planning and Zoning next week. Then we'll bring it back to Council. That is the Special Use Permit for zero lot lines at four way intersections and then changing the definition.

Patke: All right, okay.

Mayor: Okay. So Joe, did you accept this into the minute?

Holtmeier: Yes.

Mayor: Somebody seconded it?

Reed: Well, I mean, to get back to what Tony's saying, if he wants out, so he doesn't want C-3 correct? At this moment?

Maniaci: Tibbe, correct.

Reed: Okay. Why can't we leave him out of it for right now?

Lamb: You can.

Mayor: You can.

Reed: That's what we're going to do?

Lamb: You can.

Mayor: You can't somebody has to make a motion to do that. I mean...

Lamb: That's up to you guys.

Mayor: *Inaudible*

Maniaci: The ordinance tonight is listed by parcel number. We could an address, we could remove any one of those on there. We were just trying to make it as compact as you can, but...

Reed: I understand.

Maniaci: *Inaudible*

Reed: *Inaudible*...he wants to do if he wants out of it, leave him out of it.

Maniaci: Yes, and then he is correct. He can come back for a request to bring it to C-3 later and my recommendation would be the same to bring it into C-3.

Reed: So we're going to vote on this tonight?

Lamb: It's the...

Mayor: It's the next item...

Lamb: Item on the agenda.

Mayor: It's the next item on the agenda.

Wessels: Another point of clarity. He mentioned Elijah's, did Elijah's not want C-3?

Lamb: No, they do.

Maniaci: They do. So, they...

Wessels: That's what they requested?

Maniaci: Yes.

Wessels: But they didn't get it?

Reed: And how come they can't have it?

Maniaci: So, they requested C-3 a year ago, maybe. The determination at that point, the recommendation from staff or even at P and Z too was that they were removed from the downtown district by a block and a half and by approving that to C-3 would be create there's two items. One, you would be creating an island. You'd be spot zoning it on its own when there's, it's not contiguous. Same way. There was one property on Market six months ago that asked for it and we recommend denial of that one as well because it wasn't contiguous with the existing district.

The second being, that has been at a property that has parking concerns with the surrounding properties and bringing into C-3 and allowing it to not have parking.

Reed: You've got parking concerns all over town.

Maniaci: No, and I understand and that was brought up. It could be, we could extend this past to Elijah's, Planning and Zoning Commission voted not to do that.

Reed: Yeah, well, I don't understand that.

Tony Bequette: *Inaudible*

Piontek: Hold on.

Mayor: Tony, you have to come up please.

Tony Bequette: I just want to make sure that we all understand. I did ask Planning and Zoning to include Elijah's in the C-3 overlay and they refused.

Reed: And I don't understand.

Tony Bequette: Siding, siding, parking.

Lamb: I think what Tony just said, I think that's the key issue is...

Tony Bequette: But we're trying to alleviate the parking restrictions requirements in the downtown, but yet we will burden Elijah's with it. That's the only property on Front Street gentlemen.

Holtmeier: Yeah, but do you...

Tony Bequette: And it's the only property downtown.

Holtmeier: Yeah, but your parking overflows into the citizens, every street...

Reed: Every event we have downtown overflows.

Holtmeier: But it doesn't flow in the resident...

Reed: All over.

Holtmeier: It doesn't flow into residential.

Reed: Sure it does, up and down Cedar Street.

Holtmeier: You don't understand.

Reed: Every time...

Holtmeier: You have to understand what's going on over there. I know what's going on over there.

Reed: I know, but I mean, you got a million dollar building now with a guy trying to do something and he can't get anything done. Every time Borgia has a festival we're parking in a residential area. Every time he has an event and an overflow, yeah you might get into parking in a residential area. But I mean, as far as the way it used to run, whenever it was a restaurant, they had adequate parking. Correct? When they were a restaurant, they had adequate parking, correct?

Mayor: Yes.

Reed: But now they don't?

Lamb: There's been uses that were proposed to change. For example, they have a tent that they put up for special occasions. I think it's up most of the time of the year, they approached staff and wanted to go ahead and put a permanent pavilion. Correct?

Nilges: Correct.

Lamb: And once it, I think our building code said basically, once you got over one day over six months...

Nilges: Correct.

Lamb: Then it became a permanent structure. Permanent structure then kicked in new parking requirements, and so that is probably the key. They have got, I think based upon the last use are the parking that was submitted to us on their plan. They meet that code by, I think by maybe one parking space. If I'm correct, Tony shaking his head, Sal's shaking his head.

Tony Bequette: *Inaudible*

Lamb: Okay, or something very close. They were right at it, and the issue is if that was something permanent, well, then it's going to more parking spaces. And if it does, then you're going to either meet it and build the parking spaces or you can request a variance and go to the Board of Adjustment.

Reed: Well, I just think it's strange that we can't squeeze him into downtown because it's been there forever. It's a beautiful building. Man spent a lot of money and is going to continue to spend a lot of money and we can't accommodate him at all.

Lamb: I think the question would be before the Board of Adjustment, for example, now that if he wanted to make that a permanent structure is, is there adequate room on the lot for additional parking?

Tony Bequette: But C-3 would solve that...*inaudible*

Lamb: *Inaudible*

Tony Bequette: And the same requirement that you're going to do from everybody downtown everybody, except for Elijah's.

Lamb: I think the question you got to ask is, do you want to require the developer to go ahead and put in additional parking on the front of that lot? Or do you want to rezone them to C-3 and let it go? That's the question.

Reed: Right.

Wessels: I also see a piece and I see the Elijah one is very different from this one. I thought also another piece was you have an apartment complex between there and downtown, so it's not contiguous. Okay.

Lamb: You have the senior housing.

Tony Bequette: But you could make a motion to include that so it is all contiguous. I would include that.

Mayor: Let's let me, let's let Mark finish.

Wessels: Well, okay. So it, their businesses, I mean, how far are you going to go? There'll be another fine business on Fifth Street somewhere say, Hey, I want that, you gave it to them and they weren't contiguous to your downtown area.

Reed: Well, it's downtown. I mean, it's been downtown. It's been on Front Street for over a hundred years. I mean, he's close. I mean...

Wessels: Not by definition.

Piontek: Duane, the concern I would have about adding the Elijah's at this point is, it's never been a part of the public hearing process related to this.

Lamb: Yeah.

Piontek: And the property owners who were adjacent to that, don't know anything about a proposal to add that to C-3. If you want to add that to C-3, in my view, you should act on this first or table the whole thing, send it all back to Planning and Zoning and then come back with the new map after the neighbors have been given an opportunity to speak about adding the Elijah's because based on what we have seen in the past, I think they're going to come out of the woodwork complaining about the parking problem.

Holtmeier: I know they will.

Piontek: Well, Joe...

Holtmeier: I know they will.

Piontek: They're Joe's neighbors so, but at this point, I don't think it's appropriate to add this because the neighbors have not had an opportunity to be heard. You're essentially sliding something in. It's easier in my opinion, to take something out because we know that that's always a possibility once it was originally included, but not to throw something in that's never been discussed at any of the public hearings.

Reed: I don't know all the ins and outs. I think it's a shame that he can't be included.

Piontek: Well, if that's something that you want to consider, my view is you take what's here tonight and vote it up or down, and then if you want to come back and add him then come back and do that as a separate proposal.

Mayor: Or table this.

Piontek: Or table the whole thing, send it all back to Planning and Zoning...

Mayor: And then go through your hearing process.

Piontek: The whole process again...*inaudible*

Lamb: Because it's basically the notification list is based upon whatever the area is and 185 feet beyond that so new notification would have to be sent out.

Mayor: Which we can do, but you don't have to start over.

Reed: Well, I'm one of eight. I don't know how anybody else feels, but...

Pettet: I'm not particularly opposed to it. I think for me though, there's no parking. You can park on Front Street until you get to that block, and you can park on Stafford Street except on that block, and there's no City parking lots convenient too. So that to me, is like the only difference I see is if we go zero parking requirements for that property, it has to go into residential neighborhoods were there's no other option as opposed to everything else that's covered there. There's at least street parking in front of them.

Reed: I agree.

Pettet: So, that's the only thing for me. I'm like, it feels like it only pushes them on to Main Street and...

Reed: Every time we have a downtown event, I don't care if you're at Borgia, you're at the Farmers' Market or whatever, it can, if it's a large crowd, it bleeds back into the community on Second Street, Third Street, Cedar, Elm, all of it.

Holtmeier: Yeah, but you don't have that every weekend and every night.

Reed: Well, I don't think he's there every weekend, every night either.

Holtmeier: Yes.

Pettet: It's a wedding venue, I mean...

Lamb: If it's a wedding event, I'm sure he'd like to have...

Tony Bequette: *Inaudible*

Lamb: I'm sure he wants his business that good, right Tony? I would think?

Tony Bequette: *Inaudible*

Holtmeier: I've had a lot of trouble. A lot of trouble.

Sullentrup: Tony, let me ask you a question.

Tony Bequette: Yes.

Sullentrup: If we did table this and brought it back, do you think, I know Joe is going to say hell yeah, but do you think that this place would be filled with residents, people living over there?

Tony Bequette: Oh sure. But I've been developing and building for a long time. It's the same tired old argument from all the neighbors, parking, traffic, it's the same tired argument. Somebody developed the piece that they live in. Elijah's when everybody's around their bought their house, I can promise Elijah's, most of them have not been there as long as Elijah's has been a commercial property.

Holtmeier: Yeah, but when Elijah's was a restaurant, the gate was closed off to the main street and Johnson Street.

Tony Bequette: The gate was there. The fire department required the gates.

Holtmeier: Yes, they put the gate there solely keep the parking.

Tony Bequette: Well, we can close...

Holtmeier: *Inaudible*

Tony Bequette: I don't think the Fire Department is going to...

Holtmeier: The Fire Department...

Tony Bequette: Right.

Holtmeier: Had access to that, so when it was a restaurant nobody came into the residential area and there was plenty of parking for a restaurant, not a wedding event.

Tony Bequette: I wouldn't be opposed to closing the gate if it solves the problem.

Holtmeier: Do it right now.

Wessels: You know...

Tony Bequette: I can't, I can't.

Patke: Sorry Mark, I was just going in the middle...

Tony Bequette: It's the Fire Department.

Patke: I was going to ask that question too. Is the gate still the issue? If they close the gate with zero parking requirements there, the parking overflows on to Front Street or wherever else...

Tony Bequette: They can go to Stafford, they can go to Front but...

Patke: *Inaudible*... Joe, my question to you is...

Tony Bequette: Again, I cannot close the gate.

Patke: *Inaudible*... does this solve the issue of the, it does right?

Holtmeier: Well, yeah.

Patke: But the Fire Department...*inaudible*

Tony Bequette: I'd be happy to close the gate if the Fire Department will let me close it.

Patke: But we've also had, we've also got lock boxes in other parts of town to fix that fire department gate.

Holtmeier: Yes.

Reed: Sure.

Patke: There's a no parking spot in front, a lockbox goes on it. I mean, that's...

Tony Bequette: That would be a simple solution.

Patke: An option.

Skornia: This also has a noise *inaudible* too.

Patke: I understand that, but there's also, and that goes back to what Tony is saying, it was commercial when they bought their house next to it, is part of that too. I don't know where we stood on the gate.

Wessels: To me, what Sal has brought before us and excuse me, but it doesn't even include Elijah's. What he has brought before us from what I think we need to act on is what Sal brought to us.

Patke: Right.

Wessels: If somebody wants to go back and bring up Elijah's and bring it back up again to it, that's fine. But I think right now we should look at this plan and yes or no, and yes or no with Mr. Bequette's request for exception. If there's an exception to be made, I think would be it but, I think we need to stay with this.

Reed: No, I agree with you.

Wessels: Elijah's is a separate issue.

Maniaci: If I could just add to that. I mean just from my recommendation, I would prefer not to tie the two together because if we are going to send out another letter, it could muddy the waters between this request for what we're trying to do and not what we're accomplishing here to tie in this entire district development tied to a parking conversation on one side of it. So, I would, I mean, if it's possible to maybe still vote on this yes or no tonight, and then have addition to later.

Wessels: For Elijah's you mean?

Maniaci: For Elijah's and the apartments because we want to keep it. And, I will just point out, I know there are property owners who are wanting to make investments in this new district

because there are uses that are now allowed that weren't allowed. They've been put off by Planning and Zoning tabling this twice already. I would like to at least move this portion forward, if possible.

Patke: Sal, what are your thoughts if we move this forward with an exemption of the Tibbe Building that address?

Maniaci: I mean...

Patke: As Tony requests...

Maniaci: It doesn't, it obviously still has an island in there, but it's still a step in the right direction. I mean, it's still cleaning it up 90%, 99% of it still accomplishing what we're wanting to do. Then if he has a user that needs to be C-3 later, I will stand up here and recommend approval of that all day long. Cause it does need to be...

Patke: My personal opinion, I think that's a very good, very good possibility.

Maniaci: Yeah.

Patke: It's just a matter of that without taking away an option.

Maniaci: Yeah.

Pettet: Can I clarify? It's not just the Tibbe Building you're asking for Front Street Cellars also?

Tony Bequette: No.

Pettet: Oh, okay. Sorry. I was looking at the letter and I thought it included that.

Tony Bequette: I think my attorney inadvertently included that.

Pettet: Okay, thank you.

Tony Bequette: Because I own both...*inaudible*

Wessels: Which one is that on your list Sal? Aren't they numbered or no? Well we could just say Tibbe.

Maniaci: Do it by address.

Patke: It's 426 Front Street, right?

Maniaci: Yes, because I don't know the parcel number by heart. If you make the motion by address, we can make that amendment in the ordinance.

Wessels: All right.

Tony Bequette: I guess I just like to add one more thing and then if it was already any more questions, but I still believe that Elijah's should have been included when this was originally done. Again, it's the only business on Front Street that was excluded. It's the only business downtown that was excluded. It should have been brought in when all this was done. So, that's all I have. Thank you.

Mayor: Thank you.

Sullentrup: Tony, where would you park the people, if you didn't put that gate in?

Tony Bequette: We'd park where we parked now. They'd probably go to Stafford Street. There's all kinds of parking there, I can use the lots that the City has in front of Sugarfire and 514, so there's parking all through there.

Holtmeier: You could shuttle them from the pool parking lot.

Tony Bequette: What's that?

Holtmeier: The pool parking lot.

Tony Bequette: We could even use that in shuttle people we've done that before too.

Holtmeier: That was suggested.

Tony Bequette: And again, I just think it's important that the whole point here and *inaudible* you mentioned about was to alleviate the parking *inaudible* downtown, but yet we have no problem hamstringing Elijah's with it when I have the largest parcel downtown with the most parking, it makes no sense.

Mayor: Okay, thank you.

Tony Bequette: All right, thank you.

Mayor: So, if I understand you correctly, we're going to vote on what's presented. Well, first we're going to accept this into the minutes.

Lamb: Inaudible...

Mayor: Well, is there anyone else who wants to address the Council on this item? Okay. All right.

With no further discussion, a motion to accept this item into the minutes made by Councilmember Holtmeier, seconded by Councilmember Patke, passed without dissent.

Bill No. 21-12450, Ordinance No. 21-13402, an ordinance rezoning the Certain Real Property to C-3, General Commercial Zoning District in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

A motion to amend the ordinance excluding 426 West Front Street made by Patke, seconded by Holtmeier, passed without dissent. With no further discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

After discussion, a motion to rezone the Washington Senior Citizens Housing Development Corporation and Elijah McLean's into the C-3 Downtown Commercial District and forward onto the Planning and Zoning Commission for the November Planning and Zoning Meeting made by Reed, seconded by Patke and passed 5-3 on the following roll call vote; Sullentrup-aye, Holtmeier-nay, Skornia-nay, Pettet-nay, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 21-12451, Ordinance No. 21-13403, an ordinance authorizing and directing the execution of a Service Agreement MOU – Mobility Device Sharing Services by and between the City of Washington, Missouri and Neutron Holdings, Inc.

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

A motion to have the Lime Scooters stay in the proposed new Downtown District made by Hidritch, died for lack of second motion.

Bill No. 21-12452, Ordinance No. 21-13404, an ordinance authorizing and directing the execution of an Easement (Electric Line Overhang) by and between the City of Washington, Missouri and Union Electric Company d/b/a Ameren Missouri.

The ordinance was introduced by Councilmember Sullentrup.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

Bill No. 21-12453, Ordinance No. 21-13405, an ordinance accepting the bid from Landscape Structures and to approve the purchase of a playground at Phoenix Park by the City of Washington, Missouri.

The ordinance was introduced by Councilmember Hidritch.

With no further discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

Bill No. 21-12454, Ordinance No. 21-13406, an ordinance amending the 2022 Budget for the period of October 1, 2021 through September 30, 2022, for the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

Bill No. 21-12455, Ordinance No. 21-13407, an ordinance approving a boundary adjustment for Hausmann's Subdivision, Plat 3, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

Bill No. 21-12456, Ordinance No. 21-13408, an ordinance establishing the salary for the City Administrator of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

COMMISSION, COMMITTEE AND BOARD REPORTS

Bill No. 21-12457, Ordinance No. 21-13409, an ordinance approving the final plat of The Overlook at Weber Farms, Plat 6, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After discussion, the ordinance was read a second time and approved on the following vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

MAYOR'S REPORT

- * Congratulations to Councilmember Wessels for receiving the WINGS Hall of Honor Educator Award.
- * Congratulations to Councilmember Holtmeier for receiving recognition from the Archdiocese of St. Louis. He received the Cardinal Rigali Service Award.
- * September 17, 2021 was National POW/MIA Recognition Day. The City of Washington received a Proclamation for being designated as a POW/MIA City.
- * Congratulations to the 2021-2022 St. Francis Borgia Regional High School Varsity Cheerleading Squad along with Head Coach Sandi Gildehaus for being inducted into the Missouri Sports Hall of Fame.

CITY ADMINISTRATOR'S REPORT

- * Discussion on Street Closure Policy for special events.

COUNCIL COMMENTS

- * Congratulations to *The Missourian* for receiving a record number of national awards.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 8:44 p.m. on the following roll call vote; Sullentrup-aye, Holtmeier-aye, Skornia-aye, Pettet-aye, Reed-aye, Hidritch-aye, Patke-aye, Wessels-aye.

The regular session reconvened at 9:24 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 9:24 p.m. by Councilmember Pettet, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Honoring 70 Years of Service Donald D. Hahne

Whereas, Donald D. Hahne joined the Washington Fire Department on September 28, 1951; served as Captain and Company Secretary from 1965 through 1967; Assistant Chief from 1967 to 1968; Chief from 1968 through 1981; and was voted Firefighter of the Year in 1984; and

Whereas, Donald D. Hahne served on the Fire Fighters Association of Missouri since 1955 and received the Phil Sayer Lifetime Achievement Award in 2012; and

Whereas, even though he has never been a member of the military, Donald D. Hahne is an honorary member of the American Legion as he has honored many veterans by playing taps at their funerals. He also plays taps for the City's Memorial Day Service, the Fire Fighters Association of Missouri Memorial Service in Kingdom City and Washington Fire Department's Memorial Service every year in October to honor fallen firefighters; and


Whereas, many people in and around Washington, Missouri know Donald D. Hahne as a Volunteer Firefighter and recognize his service with the Washington Fire Department; and

Whereas, the City of Washington desires to recognize and express its sincerest gratitude to one such individual who has so unselfishly given of his time and efforts in service to the public with his many years of involvement and who has done so with a caring heart and a thoughtful mind.

Now Therefore, I, Sandy Lucy, Mayor of Washington, Missouri do hereby extend my sincere congratulations to Donald D. Hahne for 70 years of service to the City of Washington Fire Department and speaking on behalf of the entire City Council and all our citizens, do hereby tender to him this Proclamation extending our deep appreciation and gratitude for his exemplary volunteer service in the City of Washington and the local community.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 18th day of October 2021.


Sandy Lucy
Mayor



October 8, 2021

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Planning and Zoning Commission:

Mike Wood – term expiring April 2025

Respectfully submitted,

A handwritten signature in blue ink that reads "Sandy Lucy".

Sandy Lucy
Mayor



October 11, 2021

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<u>NAME</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Nolan Crawford Police Officer	Oct. 28, 2021	Oct. 28, 2022
Greg Garrett Police Officer	Nov. 03, 2021	Nov. 03, 2022
Casey Hill Police Officer	Nov. 03, 2021	Nov. 03, 2022
Charles Scheer Police Officer	Nov. 06, 2021	Nov. 06, 2022
Paul Pfeiffer Police Officer	Nov. 07, 2021	Nov. 07, 2022

Respectfully submitted,

Sandy Lucy
Mayor



Washington Police Department

EDWARD MENEFEE, CHIEF OF POLICE
301 JEFFERSON STREET
WASHINGTON, MISSOURI 63090
(636) 390-1062 Fax: (636) 390-2455
emenefee@ci.washington.mo.us

DATE: October 11, 2021
TO: Mayor Sandy Lucy
SUBJECT: Police Officer Reappointments

Honorable Mayor:

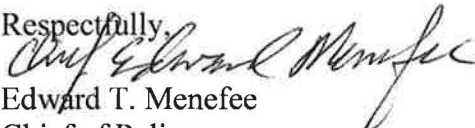
I respectfully request the following officers be reappointed for a one-year term as Police Officers:

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDING</u>
OFFICER NOLAN CRAWFORD	October 28, 2021	October 28, 2022
OFFICER GREG GARRETT	November 3, 2021	November 3, 2022
OFFICER CASEY HILL	November 3, 2021	November 3, 2022
OFFICER CHARLES SCHEER	November 6, 2021	November 6, 2022
OFFICER PAUL PFEIFFER	November 7, 2021	November 7, 2022

All officers have performed admirably and with distinction as police officers, display professionalism and work to maintain a safe community. They are a credit to the City and its citizens.

Thank you for your consideration.

Respectfully,


Edward T. Menefee
Chief of Police



October 11, 201

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 10-1001-Special Use Permit-501 W. Second

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday, October 11, 2021 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Holdmeier".

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 11, 2021

Re: File #1001 – Lisa Kimminau – Vacation Rental at 501 W Second

Synopsis: The applicant is requesting approval Special Use Permit for a Vacation Rental Dwelling located at 501 W Second Street

Adjacent Land Use / Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family Attached	R-1C
South	Single Family	R-2
East	Athletic Field	R-1B
West	Single Family Attached	R-2

Analysis:

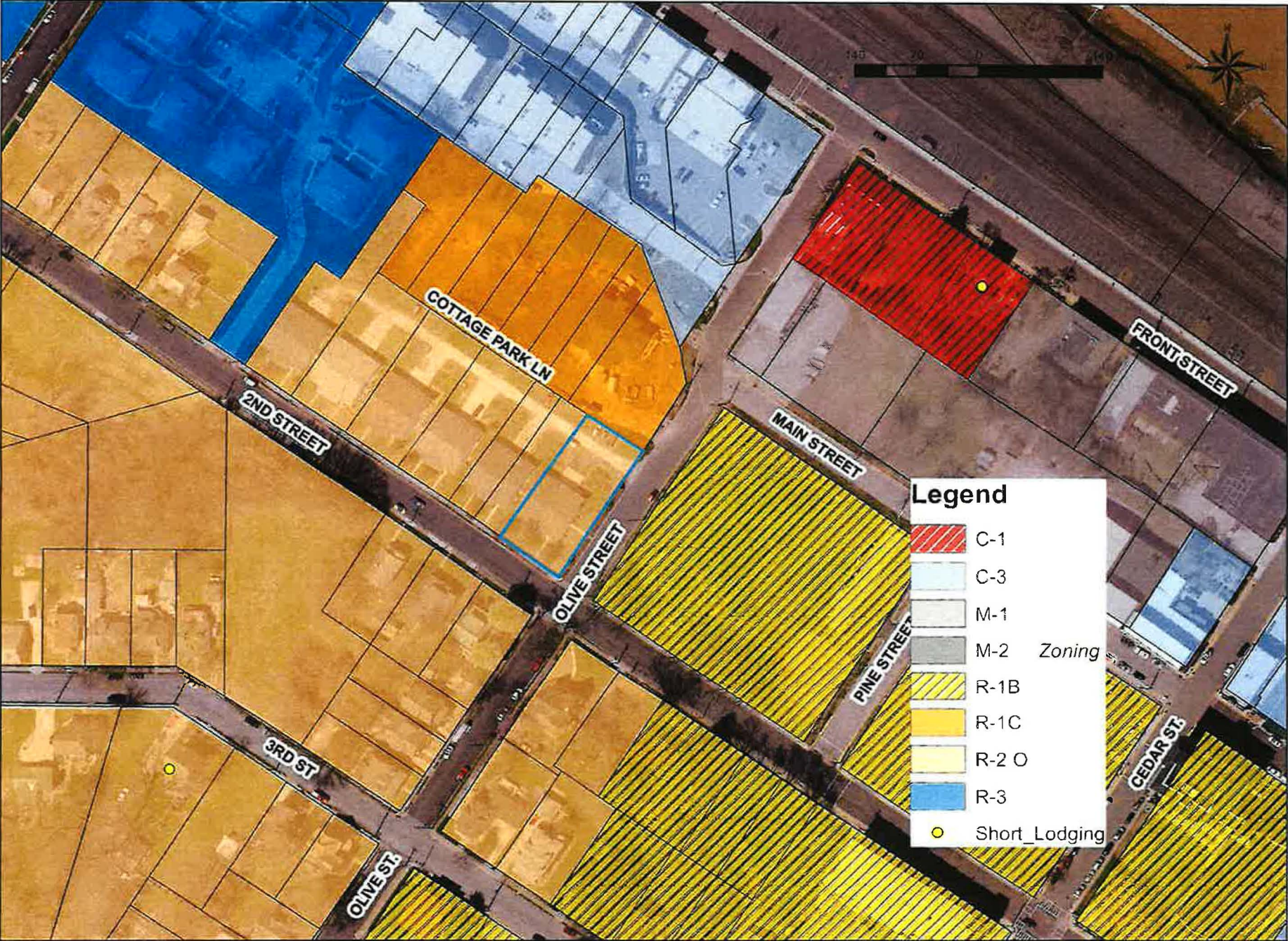
The applicant is requesting a special use permit to utilize 501 W Second Street for Vacation Rental Dwelling. The structure is currently a single-family attached home/ duplex in an R-2 Two Family zoning district. The special use permit would allow the applicant to accept lodgers for periods of 30 days and less. The home will be required to receive a new occupancy inspection to meet the requirements for short-term lodging.

The proposed use is insignificant to the surrounding area and should not detriment the neighborhood. There are two other short-term lodging properties in the area, one a block north and the other a block south. The property has access to an alley to the rear with a garage and has street parking available as well. The home does have a shared wall, but that is not uncommon for short-term lodging in downtown apartment units. All noise ordinances that would apply to standard residential units still apply.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a Vacation Rental Dwellings at 501 West Second Street

Existing Lodging and Zoning





CITY OF WASHINGTON, MISSOURI

Department of Planning and Engineering Services

405 Jefferson Street · Washington, MO 63090

636.390.1010 Phone · 636.239.4649 Fax

SPECIAL USE PERMIT APPLICATION

All applications for Special Use Permits must be submitted to the Engineering Department at least 15 working days prior to the second Monday of each month in order to be placed on the agenda for the Planning & Zoning Commission Meeting.

Please Print:

Street Address: 501 West 2nd St

Lot: 3 Subdivision: Cottage Park

PID# 10-5-150-3-025-099302

Applicant Name: 3G Stewardship Holdings (Lisa Kimminau) Phone: 636-208-6422

Address of Applicant: 523 Rhine River Lane Washington 63090

Owner: Her B & Mary Lee Kimminau Phone: ON AIR BNB

Owner's Address: 501 West 2nd street CONDOMINIUM SALE CONTINGENT APPROVAL BY CITY

Current Zoning: Residential A1 Proposed Zoning: Same

It is proposed that the property be put to the following use: Air b n B

Lot Size: Frontage 80' (feet) Depth 172' (feet) Number of Stories 1

Number of Units: 1 Number of Off-Street Parking Spaces: 6

Include with this Special Use Permit Application:

- 1. Application Fee of \$150.00 (make check payable to the 'City of Washington')
- 2. Completed Special Use Permit Application
- 3. Plot Plan
- 4. Legal Description of Property
- 5. Building Elevation Plan (for new construction only)

Lisa Kimminau (3G Stewardship Holdings) Partner 9-3-2021
Signature of Applicant Date

Lisa Kimminau
Applicant Name Printed

SPECIAL USE PERMIT EVALUATION CRITERIA

The following criteria are used in evaluating a Special Use Permit Application. It is recommended these criteria be addressed as to their applicability to the proposed Special Use Permit request:

- 1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.

NO change to current

- 2. The comparative size, floor area, and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.

NO change to current

- 3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area.

There should be NO impact

- 4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels.

NO Increase in traffic flow

- 5. The added noise level created by activities associated with the proposed use.

NO Added noise anticipated

- 6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use.

NO more required services needed

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel.

NO change in the general appearance
of property

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties, and in terms of presence in the neighborhood.

NO Extra lighting required

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscape versus the use of buffers and screens.

NO change in landscaping, I already
maintain the property grounds

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water run-off, and heat generation.

NO Additional hard-surfaced area
needed

EXHIBIT "A"

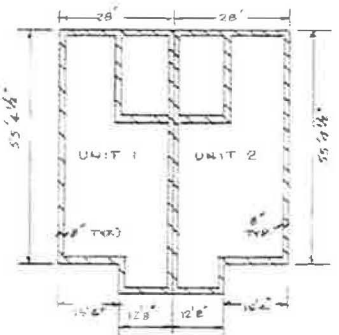
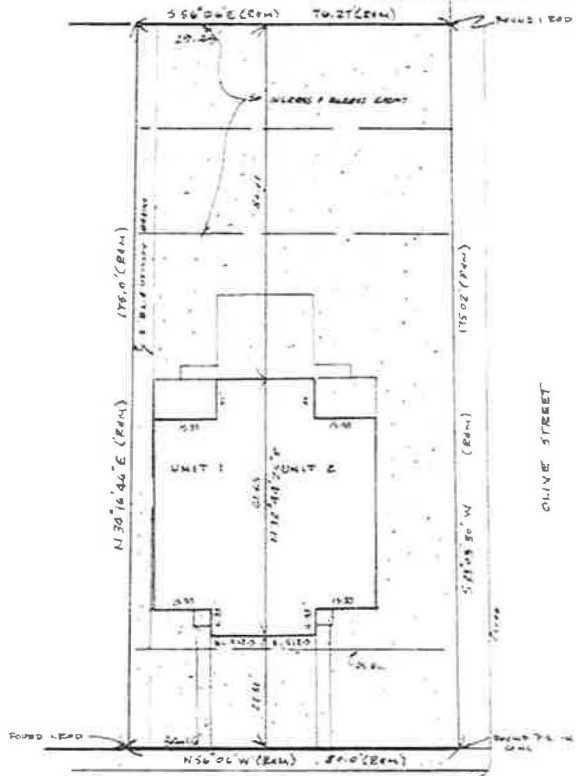
****Units 1 and 2 of Cottage Park Condominium Plat 3, a condominium of Lot 3 of Cottage Park Plat 1, being part of the Southwest fractional qt. of Section Fifteen (15), Township Forty-four (44) North, Range One (1) West of the 5th P.M., in the City of Washington, Missouri, as per plat of record in Plat Book P, Page 344, in the Office of the Recorder of Deeds.

COTTAGE PARK CONDOMINIUM PLAT 3

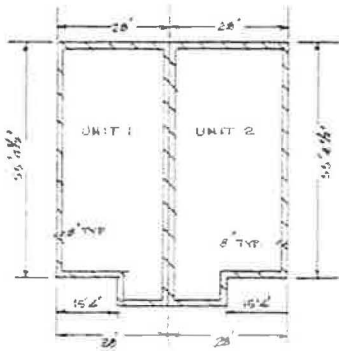
BEING A CONDOMINIUM OF LOT 3 OF COTTAGE PARK PLAT 1

PT. OF THE S.W. FRACTIONAL QUARTER OF SECTION 15, TOWNSHIP 44 NORTH RANGE 1 WEST OF THE 5TH. P.M.

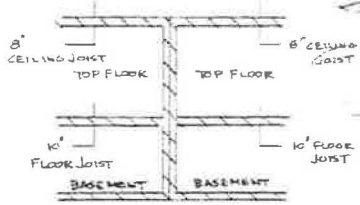
CITY OF WASHINGTON MISSOURI



BASEMENT FLOOR

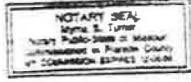


MAIN FLOOR



I, the undersigned owner of the tract of land platted hereon have caused the same to be surveyed and platted as Cottage Park Condominium Plat 3.
 All units are subject to the declaration of covenants and restrictions establishing a plat of condominium ownership and by-laws for Cottage Park Condominium Plat 3, recorded in the office of the Franklin County Recorder of Deeds in Book 290, Page 466.
 IN WITNESS WHEREOF, I have hereunto set our hands this 12th day of Feb. 1997.

Margaret V. Marquart
 Margaret V. Marquart
 State of Missouri)
 County of Franklin) SS



On this 12th day of Feb., 1997, before me personally appeared Margaret V. Marquart to be known to be the person described in and who executed the same as her own 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 term expires : 12-31-98
 Notary Public : Margaret V. Marquart

I, Mary Ann Henderson Collector of Revenue for Franklin County, Missouri first being duly sworn, depose and say that I am familiar with the land belonging to Margaret V. Marquart and subdivided as Cottage Park Condominium Plat 3 and further state that there are no delinquent tax assessments on the aforesaid land due Franklin County.
 Mary Ann Henderson
 Collector of Revenue Franklin County, Missouri

I, Carol Weber, City Clerk for and within the City of Washington, Missouri do hereby certify that the above plat of Cottage Park Condominium Plat 3 was approved by the City Council of Washington, Missouri by Ordinance No. 1997-01, passed and approved the 12th day of Feb., 1997.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Washington, Missouri this 12th day of Feb., 1997.

Carol Weber
 City Clerk, City of Washington, Missouri

OWNERSHIP
 Each owner of each unit shall own 50 percent undivided interest in the common elements.
 State of Missouri)
 County of Franklin) SS

I, Sharon Birckman, Recorder of Deeds, within and for County and State do hereby certify that the foregoing instrument was filed for record on the 12th day of Feb., 1997, at 1:55 o'clock P.M. and duly recorded in Book 290, Page 466 on said date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Union, Missouri the date aforesaid.
 Sharon Birckman, Recorder of Deeds

Carol Weber Deputy.



Description of Submitted Land
 All of Lot 3 of Cottage Park Plat 1, a subdivision located being part of the S.W. Fractional Quarter of Section 15, Township 44 North Range 1 West of the 5th. P.M. in the City of Washington, Missouri as recorded in Plat Book Page in the Office of the Franklin County Recorder of Deeds.

UNIT BOUNDARIES, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS
 For units 1 and 2 the unit boundaries are the walls, floors and ceilings of the units pursuant to Sec. 448.2-102. (2) R.S. Mo.

- Common elements allocated to all units.
- Limited common elements allocated exclusively to the unit which it serves.

I, hereby certify to Margaret V. Marquart that this survey was performed under my supervision and that all dimensions and elevations shown are a result of an actual survey, including those of each unit; that the plat contains all information required by section 448.2-109, R.S. Mo. and that the survey and plat are in accordance with the requirements of the Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors.

Kurt J. Muser L.S. 1852
 Registered Land Surveyor State of Missouri
 P.O. Box 343
 Washington, Missouri 63090
 314-239-1247



MUSER AND ASSOCIATES
 OWN BY: K.J.M DATE: 6-97

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
501 WEST SECOND STREET AS A VACATION RENTAL IN THE
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit has been filed with the City of Washington; and

WHEREAS, pursuant to the ordinances of the City of Washington, Missouri, a public hearing on such request will be held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, October 18, 2021, notice of said hearing having been duly published in the "Washington Missourian"; and

WHEREAS, the City Council has determined that allowance of said request would be proper and in the best interests of the City:

NOW, THEREFORE, be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: That a Special Use Permit be issued for 501 West Second for use as a Vacation Rental.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

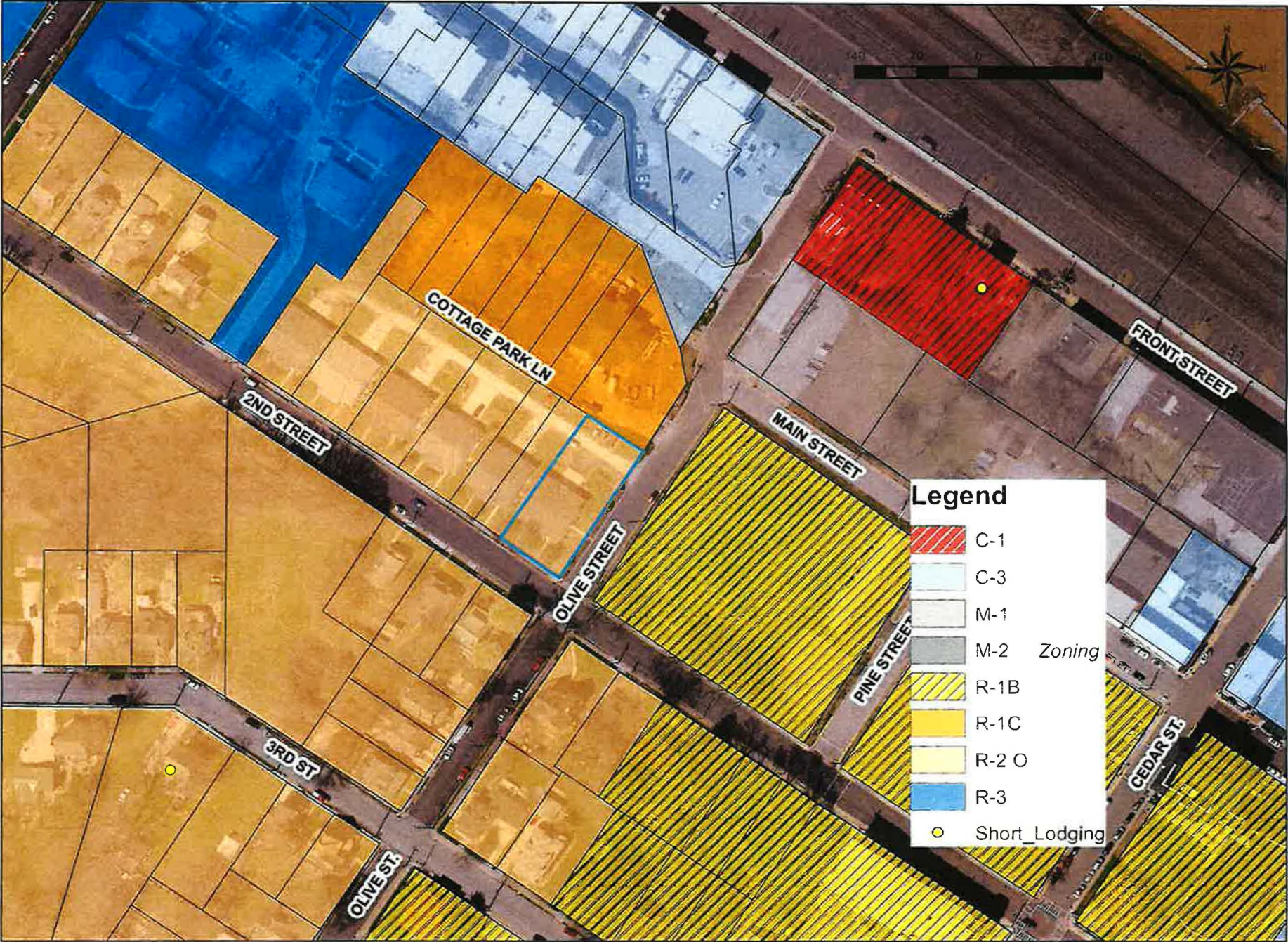
President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Existing Lodging and Zoning







October 18, 2021

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Bid Recommendation – Electric for City Auditorium and Old Bathhouse

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular item or piece of equipment should be replaced, staff will annually review and analyze it to determine the current condition and the need for replacement. As such, the Parks and Recreation Department identified the need to replace the electrical services at the City Auditorium and Old Pool Bathhouse in the Parks & Recreation Capital Improvement Fund in the 2021-2022 budget. Aluminum feeders, in lieu of copper, would be used to reduce costs. The \$55,850.00 for the project is over the \$45,000.00 budgeted. Staff is proposing to use a portion of the \$900,000.00 budgeted for the City Auditorium Improvements Project that is included in the 2025 Capital Improvement Sales Tax Fund to pay for the overage of \$10,850.00. If the overage amount were used, \$889,150.00 would be left in the City Auditorium Project.

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider American Electric & Data, Inc. bids for new electrical services at the City Auditorium and Old Bathhouse in the amount of \$55,850.00, which is over the budgeted amount of \$45,000.00. A budget amendment would be in order for the remaining \$10,850.00 to be used from the Capital Improvement Sales Tax Fund – Buildings (540200) – Parks (21) – Auditorium Improvements Project funds, leaving \$889,150.00 remaining in the fund.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker

Wayne Dunker, CPRP
Director of Parks & Recreation

ba

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SIKICH LLP TO CONDUCT THE ANNUAL AUDIT

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute and enter into an Agreement by and between the City of Washington, Missouri and Sikich LLP (which recently acquired Hochschild, Bloom & Company LLP) to conduct the annual audit, a copy of said Agreement being marked Exhibit I and attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

July 31, 2017

Honorable Mayor, Members of the City Council, City Administrator,
and Finance Director
City of Washington, Missouri

Thank you for the opportunity to present our qualifications and proposal to the City of Washington, Missouri (the City). As the current auditor, we are aware of your situation and have a good understanding of the scope of your needs.

As a Firm, we are committed to providing governmental services that will help our clients consistently maintain a high standard of recordkeeping, reporting, and operations. HB&Co. personnel have the experience and knowledge in providing various services to governmental organizations similar to the City. The following is a list demonstrating our commitment to our governmental organizations and specifically how we can meet your needs:

- ◇ The City wants its auditors to be able to efficiently provide services to help meet deadlines and provide knowledge to the City. Since our Firm maintains a concentration in governmental accounting, our audit staff understands your accounting issues.
- ◇ HB&Co. has over 60 references in the St. Louis and surrounding areas you may contact concerning our governmental services, including those with similar programs, funds, and special districts including community improvement districts.
- ◇ HB&Co. has the following Certificate of Achievement (Certificate) for Excellence in Financial Reporting experience:
 - Two members on the national GFOA Special Review Committee
 - Various presentations to the local and state GFOA chapters
 - Initial Certificate applications prepared for over ten municipalities
 - Audit services for over twenty municipalities that obtain the Certificate
- ◇ We are members of the GFOA, GFOA St. Louis Chapter, St. Louis Area City Clerks and Finance Officers Association, East Central Missouri City Clerks and Finance Officers Association, Missouri Municipal Attorney's Association, Missouri Society of CPA's Governmental Committee, Municipal League, and Missouri City/County Management Association.

□ 15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066, 636-532-9525, Fax 636-532-9055
□ 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

www.hbcpl.com

PrimeGlobal | An Association of Independent Accounting Firms

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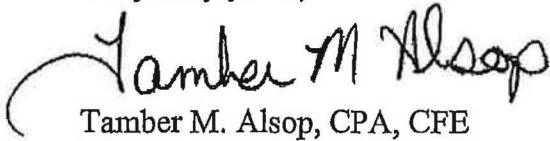
- ◇ Washington wants individuals who have the additional experience and training required to audit various governmental assistance programs under *Government Auditing Standards*, issued by the Comptroller General of the United States. All key team members have completed the experience and training required under *Government Auditing Standards* throughout the last three years. This training is required when Washington receives enough federal grant money to require an audit of its federal programs.
- ◇ Washington wants comprehensive, proactive services from its audit team. HB&Co.'s governmental service team has served many cities for a number of years. Our familiarity with these cities will be an advantage for the City by having auditors who will provide a knowledgeable perspective on a wide range of accounting practices.
- ◇ We are members of the Governmental Audit Quality Center which provides resources to maintain the highest level of quality governmental reporting.
- ◇ We have over 70 years of experience providing governmental services.
- ◇ HB&Co. communicates and shares information to improve our clients' business. We provide regular follow-up, internet website information, newsletters, and tips to clients.
- ◇ Washington wants a firm that will be able to provide the highest level of tax reporting to provide support for payroll, employee benefit programs, contributors, vendors, and customers. We have a tax department with research capabilities and tax planning experience needed to help you when necessary.
- ◇ We are members of PrimeGlobal, a worldwide association of independent accounting firms and business advisors that can provide additional national and international research capabilities and resources.
- ◇ Our Firm is a member of the AICPA and both the Center for Public Company Audit Firms Section and the Private Companies Practice Section of the AICPA. All members of these Sections must adhere to higher quality control audit and reporting standards other than CPA firms and the members are subject to regular peer review procedures established by the AICPA on which we have received unqualified opinions. Also, our most recent peer review resulted in no letter of comments issued, which is only achieved by the top quality firms. The fact that we have voluntarily taken on these responsibilities ensures that you receive the highest quality work available.
- ◇ Our Firm is one of the top 15 largest regional accounting firms based in the St. Louis area, according to the 2017 *St. Louis Business Journal*.

The audit services team for the City provides all services noted in the accompanying Governmental Services page. This team has the ability and capacity to complete the work timely. We have a flexible schedule and will work with the City in a cooperative manner. In addition, we will remain accessible and available throughout the year for consultation purposes and to answer questions from time to time.

Enclosed is a separately sealed envelope with our fee schedule. In accordance with your request, this is a firm and irrevocable offer for 90 days. If you agree with the terms of our engagement as described, please sign below and return one copy to us.

We appreciate the opportunity to be of service to you and believe this proposal and fee schedule accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



Tamber M. Alsop, CPA, CFE
Partner

Enclosures

RESPONSE:

This proposal correctly sets forth the understanding of the **CITY OF WASHINGTON, MISSOURI**. Either party may cancel this agreement or both parties may extend this agreement in subsequent years.


Signature

10-02-17
Date

EXHIBIT A



**PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES**

CITY OF WASHINGTON, MISSOURI

Submitted by:

**Tamber M. Alsop, CPA, CFE, Partner
Hochschild, Bloom & Company LLP
Certified Public Accountants
1000 Washington Square
P.O. Box 1457
Washington, MO 63090-8457
Phone: 636-239-4785
E-mail: tammy@hbclp.com
Date: July 31, 2017**



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

July 31, 2017

Honorable Mayor, Members of the City Council, City Administrator,
and Finance Director
City of Washington, Missouri

Attached is the fee schedule we used to determine our fee for the 2017 through 2021 basic audit engagement. This is certification that I am entitled to represent the Firm, empowered to submit the bid, and authorized to sign a contract with the City of Washington, Missouri.

The purpose of this letter and the attached fee schedule for each of the years ending September 30, 2017 through 2021 is to accompany the proposal for professional services submitted separately.

Sincerely,

A handwritten signature in black ink that reads 'Tamber M. Alsop'.

Tamber M. Alsop, CPA, CFE
Partner

TMA/krc

Attachment

- 15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066, 636-532-9525, Fax 636-532-9055
- 1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457, 636-239-4785, Fax 636-239-5448

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7a

CITY OF WASHINGTON, MISSOURI
FEE SCHEDULE

<u>For The</u> <u>Years Ended</u> <u>September 30</u>	<u>Standard</u> <u>Audit</u>	<u>Single</u> <u>Audit</u>	<u>Component</u> <u>Unit</u>
2017	\$19,500	\$3,500	\$3,100
2018	19,700	3,500	3,100
2019	19,900	3,600	3,200
2020	20,100	3,600	3,200
2021	20,300	3,600	3,200

Our fees noted above are inclusive of all out-of-pocket costs, all related meetings with the City officials, and periodic consulting concerning routine matters. Our fees for this engagement will be based on the actual time spent at our quoted hourly rates. Should this time at our standard hourly rates be less than our total fee noted above, we will bill you accordingly. We will be available for other consultations throughout the year at our standard hourly rates, or we may be engaged through a separate contract for other projects. Should out-of-pocket costs be necessary, the Firm will accept reimbursement for travel, lodging, and subsistence at the prevailing City rates for its employees.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. (Factors causing additional time include grossly inadequate schedules, excessive audit journal entries, improper internal control procedures, missing records, additional funds or accounts, and additional accounting pronouncements.) Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our Firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Ten percent will be withheld from each billing pending delivery of the final reports.

We may continue to provide accounting and auditing services to the City for fiscal periods beyond September 30, 2021 at a negotiated fee.

CITY OF WASHINGTON, MISSOURI
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2017 FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	<u>60</u>	<u>\$180</u>	<u>165</u>	<u>\$ 9,900</u>
Supervisory staff	<u>84</u>	<u>125</u>	<u>100</u>	<u>8,400</u>
Staff	<u>90</u>	<u>91</u>	<u>83</u>	<u>7,470</u>
Other (specify): <u>Clerical</u>	<u>15</u>	<u>68</u>	<u>61</u>	<u>915</u>
Total For Services				<u>26,685</u>
Out-of-pocket expenses:				
Meals and lodging				<u>-</u>
Transportation				<u>-</u>
Other (specify): <u>Rounding</u>				<u>(585)</u>
Total All-inclusive Maximum Price For 2017 Audit				<u>\$26,100</u>

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.



October 18, 2021

Honorable Mayor & City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Auditing Services

Honorable Mayor & City Council Members:

The City has a current annually renewable agreement for auditing services through fiscal year 2021 with Sikich LLP which recently acquired Hochschild, Bloom & Company LLP (HBC). The agreement is in effect for a period of one (1) year commencing with fiscal year ending September 30, 2017, with the agreement automatically renewing for four (4) successive one (1) year terms, unless terminated by either party in writing not less than sixty (60) days prior to the end of the current term. The cost for the FY2021 audit which is the final year of the contract is as follows:

Standard Audit:	\$20,300
Single Audit:	Additional \$3,600 annually, if required

This firm possess the qualifications, experience and adequate staffing to perform a quality audit. In addition, they have agreed to have the audit available by March 15th to insure the City is able to be in compliance with the City's debt covenants.

An ordinance to execute this agreement is being presented for your approval.

Respectfully,

Mary J. Sprung, CPA
Finance Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE BID FROM BYRNE & JONES CONSTRUCTION AND TO APPROVE THE PURCHASE OF A TURF INFIELD AT RONSICK FIELD BY THE CITY OF WASHINGTON, MISSOURI

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The City of Washington, Missouri, is hereby authorized to execute all necessary purchase orders and contracts with Byrne & Jones Construction in an amount totaling Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) for the purchase of a Turf Infield at Ronsick Field. A copy of said sales contract is attached hereto and marked as Exhibit A.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect and be in full force from and after it's passage and approval.

Passed: _____

ATTEST: _____

City Clerk

President of City Council

Approved: _____

ATTEST: _____

City Clerk

Mayor of Washington, Missouri

**Exhibit A
SALES CONTRACT**

This Sales Contract, made and entered into this _____ day of _____, 2021, by and between Byrne & Jones Construction herein referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best low bid received for furnishing a: Turf Infield at Ronsick Field equipped as stated in the bid document.

NOW THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

Seller agrees to provide to the City with a Turf Infield in the manner set forth in the contract documents, for payment in the total sum of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) for the purchase of a Turf Infield at Ronsick Field.

The contract documents shall consist of the following:

- A. This Contract
- B. Signed copy of Ordinance
- C. General Specification and Bid

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties.

These documents are as fully a part of the contract as if attached hereto or repeated herein.

This agreement shall be construed or determined according to the laws of the State of Missouri

IN TESTIMONY WHEREOF, Seller has hereunto set its hand, and the City of Washington executes this contract the day and year first written.

SELLER:

CITY:

BY: _____
Company Representative

BY: _____
Mayor – Washington, MO

ATTEST: _____
City Clerk



Byrne & Jones CONSTRUCTION

13940 St. Charles Rock Road

ST. LOUIS, MO 63044

PHONE: (314) 567-7997

FAX: (314) 567-1828

WWW.BYRNEANDJONESSPORTS.COM

SPORTS

PROJECT: Washington Baseball Infield	DATE: 5/4/2020 rev 10.12.2021
TO: Wayne Dunker, Parks Director	PLANS: Byrne & Jones Supplied
FROM: Michael Mainini, Territory Manager	ESTIMATE: Jameson Sheley, General Manager

As a Certified Synthetic Turf Field and Running Track Builder, Byrne & Jones Construction is pleased to provide a quotation for the project listed above to include the scope of work listed below:

Washington Park Baseball Infield (35,056 SF)

- o Mobilization of necessary material, labor, and equipment to complete the baseball field synthetic turf scope of work
- o Price includes surveying and layout of our work
- o Excavate to subgrade for the infield area
 - Spoils to remain on site
- o Install a 8" HDPE collection pipe that ties into an existing structure or day lights within 50' of the field
- o Install a perimeter turf tie down system for the turf area
- o Install 4 oz non-woven geotextile fabric over the subgrade and in the collection trench
- o Furnish, grade, and compact 4" of drainable base stone for the field area
- o Furnish, grade, and compact 2" of drainable surface stone for the field area
- o Install base pegs 2 sets included, and home plate
- o Install Perfect Portable Mound for game field
- o Furnish and install high end synthetic turf system specifically engineered for baseball
- o Install turf in existing dugouts
- o Install turf in (2) single bullpens, base and concrete work by city, turf to match game field turf and to be isolated at both the mounds and home plates only

TOTAL BASE INVESTMENT: \$ 350,000.00



ASPHALT | CONCRETE | STABILIZATION | MICROSURFACING | SPORTS



Byrne & Jones
SPORTS CONSTRUCTION

13940 St. Charles Rock Road
ST. LOUIS, MO 63044
PHONE: (314) 567-7997
FAX: (314) 567-1828

WWW.BYRNEANDJONES.COM/sports

WARRANTIES

- o 8 year turf manufacturers warranty

VALUE ADDED

- o Member of American Sports Builder Association
- o 8 Certified Field Builders on staff

GENERAL CONDITIONS/EXCLUSIONS:

1. Includes mobilization in (1) phase.
2. Price based on normal working hours and days with complete access to the job site.
3. **Price based on mutually agreeable proposal language, and purchasing will go through cooperative purchasing agency TIPS.**
4. Price based on tax exempt pricing.
5. Price based on complete access to the jobsite.
6. Any modification to rock, asphalt, and material type must be mutually agreed upon.
7. Price does not include any pavement repairs due to construction traffic.
8. Price does not include any work not specified in the above scope of work.
9. Price excludes any soil stabilization or soil modifications.
10. **TIPS Contract Numbers 20020502 & 200201**
11. Price does not include any utility locates, removals, or installation.
12. Price is good for 30 days from the date listed on the proposal.

If you have any questions, please feel free to contact me at (314) 913-6387 or mmainini@byrneandjones.com.

Best Regards,

Michael Mainini

Territory Manager
Byrne & Jones Construction- Sports Division
13940 St. Charles Rock Road.
St. Louis, MO 63044
Cell: (314) 913-6387

Signature if accepted



ASPHALT | CONCRETE | STABILIZATION | MICROSURFACING | SPORTS



October 18, 2021

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Bid Recommendation – Ronsick Turf Infield

Honorable Mayor and City Council,

As you may be aware, before making a determination that a particular piece of equipment is needed, staff will annually review the equipment/material and discuss why it is needed. As such, the Parks and Recreation Commission and staff identified the need to install a new turf infield at Ronsick Field. This project was approved in the Capital Improvement Sales Tax Fund in the 2021-2022 budget and will reduce infield maintenance time for City staff. Staff researched several interlocal contracts for cooperative purchases and found TIPS Cooperative Purchasing Program would give the City the best pricing.

Accordingly, the Parks and Recreation Commission and staff recommend that Council consider Byrne & Jones Construction's bid in the amount of \$350,000.00 for the purchase of new infield turf at Ronsick Field, which meets the budgeted amount of \$350,000.00. The purchase price includes non-woven geotextile turf fabric, home plate/base pegs, a portable pitching mound, and turf system in the dugouts and both bullpens.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me prior to the Council Meeting.

Respectfully,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENT NO. 26 TO THE DEVELOPMENT PLAN FOR ACQUISITION OF AN INDUSTRIAL TRACT COMMONLY KNOWN AS THE ELMER C. HEIDMANN INDUSTRIAL PARK PROVIDING FOR THE SALE OF LOT 18 TO JB CAPITAL INVESTMENTS, LLC

WHEREAS, the Planning and Zoning Commission has held a public hearing on October 11, 2021, concerning the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the sale of a lot in the Elmer C. Heidmann Industrial Park to JB Capital Investments, LLC; and

WHEREAS, the City Council has received the recommendation of the Planning and Zoning Commission to approve said amendment of the development plan; and

WHEREAS, the City Council of the City of Washington, Missouri, has found that the prerequisites to approval of such a plan have been met, and that approval of such plan is necessary for the economic development and the health, safety and welfare of the citizens of the City of Washington.

NOW, THEREFORE, Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Council hereby finds, determines and declares the following with respect to the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the sale of a lot in the Elmer C. Heidmann Industrial Park to JB Capital Investments, LLC:

(a) The area within which the redevelopment project is to occur is blighted, as that term is defined within the Urban Redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It is further found, by reason of the fact that the property is blighted in such fashion, that the clearance, redevelopment, replanning, rehabilitation or reconstruction of the property described in the development plan is necessary for the public convenience and necessity, to effectuate the public purposes of the Urban Redevelopment Ordinance of the City

of Washington, and in order to promote economic development and the health, safety and welfare of the citizens of the City of Washington.

(b) The Washington, Missouri Redevelopment Corporation does not seek to acquire any real property by exercise of the power of eminent domain pursuant to the plan.

(c) Approval of the development plan and construction of the redevelopment project are necessary for the preservation of the public peace, property, health, safety, morals and welfare.

SECTION 2: Upon approval of this ordinance, the City Council may approve such further ordinances as may be necessary and desirable to authorize contracts on behalf of the City with the Washington, Missouri Redevelopment Corporation, such contract(s) to contain the provisions as embodied in the plan. Such contract(s) shall also contain a provision that the applicable provisions of the Urban Redevelopment Ordinance of the City of Washington, being Ordinance No. 6517, shall be incorporated by reference into such contract, and shall also include a provision that the terms, conditions or provisions of the contract can be neither modified nor eliminated except by mutual agreement between the City and the Washington, Missouri Redevelopment Corporation.

SECTION 3: A copy of the development plan amendment hereby approved is attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____
Date

ATTEST: _____
City Clerk

President of City Council

Approved: _____
Date

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Exhibit A

WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION

AMENDMENT NO. 26 TO THE DEVELOPMENT PLAN FOR ACQUISITION OF AN INDUSTRIAL PARK COMMONLY KNOWN AS THE ELMER C. HEIDMANN INDUSTRIAL PARK, PROVIDING FOR THE SALE OF LOT 18 TO JB CAPITAL INVESTMENTS, LLC

WHEREAS, the Washington, Missouri Redevelopment Corporation has previously submitted a development plan for the acquisition of an industrial tract commonly known as the Elmer C. Heidmann Industrial Park; and

WHEREAS, said development plan has been approved by the City of Washington, Missouri, by its Ordinance Number 98-8404, dated June 15, 1998; and

WHEREAS, said development plan has also been amended by Amendment No. 1 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 99-8681, dated October 18, 1999, authorizing the sale of property to Collier Properties, Inc., which transaction has since fallen through; and

WHEREAS, said development plan has also been amended by Amendment No. 2 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 00-8793, dated April 17, 2000, authorizing the sale of property to Stork Fabricators, Inc.; and

WHEREAS, said development plan has also been amended by Amendment No. 3 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 00-8903 dated September 18, 2000, authorizing the sale of property to ACS Enterprise Solutions, Inc., d/b/a Enduro Binders; and

WHEREAS, said development plan has also been amended by Amendment No. 4 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 01-8990 dated March 19, 2001, authorizing the sale of property to the Washington Civic Industrial Corporation for subsequent lease to Bobbie and Loree Black; and

WHEREAS, said development plan has also been amended by Amendment No. 5 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 01-9056 dated September 4, 2001, authorizing the sale of property to the City of Washington, Missouri, for water tower and well sites and further authorizing the establishment of a line of credit loan; and

WHEREAS, said development plan has also been amended by Amendment No. 6 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 04-9511 dated January 20, 2004, authorizing the sale of property to the City of Washington, Missouri, for use as a fire department burn center and training facility; and

WHEREAS, said development plan has also been amended by Amendment No. 7 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 04-9595 dated May 17, 2004, authorizing the sale of lots in the Elmer C. Heidmann Industrial Park to the Washington Civic Industrial Corporation; and

WHEREAS, said development plan has also been amended by Amendment No. 8 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 05-9756 dated March 21, 2005, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to HBAS Manufacturing, Inc.; and

WHEREAS, said development plan has also been amended by Amendment No. 9 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 07-10181 dated February 20, 2007, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Creekside Land & Development, L.L.C. (Patients First transaction – now Riechers Truck Body & Equipment Co.); and

WHEREAS, said development plan has also been amended by Amendment No. 10 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 07-10182 dated February 20, 2007, providing for the sale of a lot in the Elmer C. Heidmann Industrial Park to PZ Industrial, L.L.C., and also involving the relocation of the Franklin County Recycling Center; and

WHEREAS, said development plan has also been amended by Amendment No. 11 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 07-10183 dated February 20, 2007, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to A & J Team, LLC; and

WHEREAS, said development plan has also been amended by Amendment No. 12 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 07-10323 dated October 15, 2007, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Foxcreek Properties, Inc. (Trilogy transaction); and

WHEREAS, said development plan has also been amended by Amendment No. 13 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 08-10400 dated April 21, 2008, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Sisters of Mercy Health System; and

WHEREAS, said development plan has also been amended by Amendment No. 14 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 08-10481 dated October 20, 2008, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Pauwels Transformers, Inc.; and

WHEREAS, said development plan has also been amended by Amendment No. 15 to the development plan approved by the City of Washington, Missouri, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to the Washington Volunteer Fire Company; and

WHEREAS, said development plan has also been amended by Amendment No. 16 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 10-10747, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to the Washington Volunteer Fire Company; and

WHEREAS, said development plan has also been amended by Amendment No. 17 to the development plan approved by the City of Washington, Missouri, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Vossbrink, L.L.C. (the Hodges Badge Company Transaction); and

WHEREAS, said development plan has also been amended by Amendment No. 18 to the development plan approved by the City of Washington, Missouri, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Clover M.R.E. Investments LLC (Riechers Truck Body & Equipment Co. Transaction); and

WHEREAS, said development plan has also been amended by Amendment No. 19 to the development plan approved by the City of Washington, Missouri, by its Ordinance No. 17-11783, authorizing the sale of a lot in the Elmer C. Heidmann Industrial Park to Magnet LLC; and

WHEREAS, said development plan has also been amended by Amendment No. 20 to the development plan approved by the City of Washington, Missouri by its Ordinance No. 18-11809, authorizing the sale of 41.20 acres in the Elmer C. Heidmann Industrial Park to Melton Machine & Control Company; and

WHEREAS, said development plan has also been amended by Amendment No. 22 to the development plan approved by the City of Washington, Missouri by its Ordinance No. 20-13058, providing for the sale of then currently unplatted Lots 21, 22 and 23 to WEG Transformers USA, Inc.

WHEREAS said development plan has also been admitted by Amendment No. 23 to the development plan approved by the city of Washington, Missouri by its ordinance number 20-13084, providing for the sale of a lot to Noah's Arc Foundation, LLC.

WHEREAS said development plan has also been admitted by Amendment No. 24 to the development plan approved by the city of Washington, Missouri by its ordinance number 21-13384, providing for the sale of a lot to JB Capital Investments, Inc.

WHEREAS said development plan has also been admitted by Amendment No. 25 to the development plan approved by the city of Washington, Missouri by its ordinance number 21-13385, providing for the sale of a lot to LMI Aerospace, Inc.

WHEREAS, the Washington, Missouri Redevelopment Corporation now desires to amend the development plan by adding certain provisions to allow for the sale of, or granting of options to purchase, certain lots or tracts.

NOW, THEREFORE, the initial development plan described above is hereby amended, as required by Chapter 10 of the Washington City Code, Urban Redevelopment, Section 6, with respect to those amended sections itemized as follows, to wit:

The Real Estate is described as the following property in Franklin County, Missouri:

- (a) Legal Description:
Lot 18 of Heidmann Industrial Park
- (b) Stages of project: (No change)
- (c) Property to be demolished: (No change)
- (d) Building renovation: (No change)
- (e) New construction: (No change)
- (f) Amenities: (No change)
- (g) Property for public agencies: (No change)
- (h) Zoning changes: (No change)
- (i) Street changes: (No change)
- (j) Dwelling accommodations: (No change)

- (k) Housing and business relocation: (No change)
- (l) Proposed housing: (No change)
- (m) Financing: Amend by adding the following provisions which will pertain to the described tract:

With respective transfer of the real estate to JB Capital Investments, LLC, the sales price is the sum of \$50,000.

The Washington, Missouri Redevelopment Corporation is authorized to make minor changes to the purchase prices for the tract to take into account minor adjustment to the survey of the tract described in preliminary fashion in Section (a) above, as well as to take into account other minor changes to the contractual arrangements with buyer, provided that any such changes are approved by the Washington, Missouri Redevelopment Corporation.

- (n) Management: Same except add thereto the following:

The Washington, Missouri Redevelopment Corporation's involvement in the sale of the described tract will be simply to convey said property to the named purchaser. In all other respects, management provisions of the prior plan remain unchanged.

- (o) Eminent domain: (No change)
- (p) Eminent domain on behalf of proponents of plan: (No change)
- (q) Assignment of plan: (No change)
- (r) Certificate of incorporation: (No change)
- (s) Other information:
 - (i) (No change)
 - (ii) Written notice of the filing of this plan is not applicable, since the property which is subject to the plan is now owned by the Washington, Missouri Redevelopment Corporation.
 - (iii) For informational purposes, the hearing to be conducted by the Planning and Zoning Commission of the City of Washington will occur at 7:30 p.m., or as soon thereafter as the matter can be reached on the agenda, on the 11th day of October, 2021, in the City Council meeting room located at City Hall, 405 Jefferson, Washington, Missouri 63090.



October 11, 2021

Honorable Mayor and City Council
Washington City Hall
405 Jefferson Street
Washington, Missouri 63090

Re: *Amendment No. 26 of the Elmer C. Heidmann Industrial Park Redevelopment Plan -- Sale of Lot 18 to JB Capital Investments, LLC*

Dear Honorable Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission of the City of Washington dated, October 11, 2021, a public hearing was held at 7:30 p.m., at which time Amendment No. 26 to the redevelopment plan for the Elmer C. Heidmann Industrial Park was discussed and considered by the Planning Commission.

At that time, the Commission found and determined as follows:

(a) The area within which the foregoing redevelopment project is to occur is blighted, as that term is defined within the Urban redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It was further found, by reason of the fact that the property is blighted in such fashion, that the development plan is necessary and advisable to effectuate the public purposes of the Urban Redevelopment Ordinance of the City of Washington, and in order to promote economic development and health, safety and welfare of the citizens of the City of Washington.

(b) The development plan is consistent with and in accord with the master plan of the City of Washington.

(c) The area of the tract is sufficient to allow its redevelopment in an efficient and economically satisfactory manner.

(d) The various stages of the plan, as set out in the plan itself, are practical and in the public interest.

(e) As there will be no persons displaced by the redevelopment project and, therefore, no undue hardship will inure to any persons.

(f) Adequate provision has been made for public facilities with respect to the redevelopment plan.

(g) There are no changes in the zoning of the tract and, therefore, there is no adverse impact created by the proposed use of said tract.

(h) No condemnation will occur by virtue of said plan.

As a result of the foregoing, motion was made, seconded, and duly passed that the Planning and Zoning Commission recommend to the City Council that the amendment to the redevelopment plan for the tract be approved by the City Council.

This report has been filed with the City Clerk, as required by the Urban Redevelopment Ordinance.

Respectfully submitted,



Thomas Holdmeier, Chairman
Planning and Zoning Commission

RAZ:TH:mmw

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A LOAN TO THE WASHINGTON MISSOURI REDEVELOPMENT CORPORATION AS EVIDENCED BY A PROMISSORY NOTE AND SECURED BY A DEED OF TRUST ON REAL PROPERTY LOCATED IN THE COUNTY OF FRANKLIN, MISSOURI

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: A loan in the principal amount of \$2,419,547.00 to the Washington Missouri Redevelopment Corporation, is hereby approved, with said loan evidenced by a Promissory Note dated October 27, 2021, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and secured by a Deed of Trust of the same date on real property located in the County of Franklin, Missouri, a copy of which is marked Exhibit II and is attached hereto and incorporated herein by reference.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT I

\$2,419,547.00

Washington, Missouri
October 27, 2021

Promissory Note

FOR VALUE RECEIVED, the undersigned, the Washington, Missouri Redevelopment Corporation, a Missouri corporation, Maker, hereby promises to pay to the order of the City of Washington, Missouri, a Municipal corporation, Payee herein, the initial principal amount of Two Million Four Hundred Nineteen Thousand Five Hundred Forty-Seven and 00/100 Dollars (\$2,419,547.00). All unpaid principal balances remaining owing hereunder from time to time shall bear interest, computed daily or at such longer intervals as shall be selected by Payee, at a rate the City of Washington earns on its depository banking contract or earned on excess funds whichever is higher. This rate fluctuates and may change as rates change but is currently at fifty-one one hundredths percent (.51%) per annum. Said principal and interest shall be payable at Washington, Missouri, or at such other place as the holder may designate in writing, on demand, as follows:

Maker shall pay Holder the entire outstanding principal balance within sixty (60) days of delivery of a written demand for payment sent by Holder to Maker at 405 Jefferson Street, Washington, Missouri, or at any other address as Maker shall direct Holder in writing.

Upon any default, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not litigation is commenced. Failure at times to exercise such option to accelerate the indebtedness evidenced hereby shall not constitute a waiver of the right to exercise it later.

Presentment, protest and notice are hereby waived. The undersigned also waives the benefit of any homestead or exemption right as against the debt evidenced hereby.

Privilege is reserved to pay the debt in whole, or in part, at any time.

The holder may rearrange, adjust, and extend the times and amounts of payments of interest or principal of this Note by agreement with the present or subsequent owner of the real estate securing the same, without notice to or consent of and without releasing any party liable hereon.

In the event title to the real estate described in the deed of trust securing this Note shall be sold, transferred, conveyed or encumbered, or should the undersigned or any successor contract to sell, transfer, convey or in any way alienate or encumber said title, without the prior approve in writing of the holder of this Note, the holder may, at its option, declare all unpaid indebtedness evidenced by this Note due and payable forthwith. It is acknowledged that should such approval be had, any increase in the rate of interest hereof which is a condition thereto be secured by the lien of the deed of trust securing this Note.

WASHINGTON, MISSOURI
REDEVELOPMENT CORPORATION

BY: _____
Robert M. Tobben, President

EXHIBIT II

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

DATE OF DOCUMENT: October 27, 2021

GRANTOR(S): WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION
c/o Robert A. Zick, Esq.

MAILING ADDRESS: Zick, Voss, Politte, Richardson & Brinker, P.C.
438 West Front Street
P.O. Box 2114
Washington, Missouri 63090

GRANTEE(S): CITY OF WASHINGTON, MISSOURI

MAILING ADDRESS: Attn: City Administrator
405 Jefferson Street
Washington, Missouri 63090

LEGAL DESCRIPTION: See Exhibit A attached

BOOK/PAGE REFERENCE:

**DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT SECURES THE PAYMENT OF PRINCIPAL, INTEREST AND OTHER OBLIGATIONS AS PROVIDED HEREIN. THE FACE AMOUNT OF THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS IS \$2,419,547.00.

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT (this "Deed of Trust") is made as of October 27, 2021, by WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION, a Missouri urban redevelopment corporation ("Grantor"), in favor of Mark C. Piontek, 1200 Jefferson Street, P.O. Box 1040, Washington, Missouri 63090 (the "Trustee"), for the benefit of CITY OF WASHINGTON, MISSOURI, a Missouri municipal corporation (together with its successors and assigns, "Lender").

ARTICLE 1

Definitions; Granting Clauses; Secured Indebtedness

Section 1.1. Principal Secured. This Deed of Trust secures the aggregate principal amount of Two Million Four Hundred Nineteen Thousand Five Hundred Forty-Seven and 00/100 Dollars (\$2,419,547.00), plus such additional amounts as Lender may from time to time advance pursuant to the terms and conditions of this Deed of Trust and not met by Grantor, with respect to an obligation secured by a lien or encumbrance prior to the lien of this Deed of Trust or for the protection of the lien of this Deed of Trust, together with interest thereon.

Section 1.2. Definitions. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

"Grantor": Washington, Missouri Redevelopment Corporation, a Missouri urban redevelopment corporation, whose address is c/o Robert A. Zick, Esq., Zick, Voss, Politte, Richardson & Brinker, P.C., 438 West Front Street, P.O. Box 2014, Washington, Missouri 63090, and its permitted successors and assigns.

"Lender": City of Washington, Missouri, a Missouri municipal corporation, whose address is c/o City Administrator, 405 Jefferson Street, Washington, Missouri 63090, its successors and assigns.

"Maximum Amount" shall have the meaning set forth in Section 6.8 of this Deed of Trust.

"Promissory Note" shall mean that certain Promissory Note dated of even date herewith made by Grantor and payable to the order of Lender in the principal face amount of \$2,419,547.00, bearing interest as therein provided, containing a provision for, among other things, the payment of attorneys' fees.

"Trustee" means Mark C. Piontek, Esq, whose address is c/o Sandberg Phoenix & Von Gontard P.C., 1200 Jefferson Street, P.O. Box 1040, Washington, Missouri 63090, or any successor or substitute appointed and designated as herein provided from time to time acting hereunder.

(b) Any term used or defined in the Missouri Uniform Commercial Code, as in effect from time to time, and not defined in this Deed of Trust has the meaning given to the term in the Missouri Uniform Commercial Code, as in effect from time to time, when used in this Deed of Trust; provided, however, if a term is defined in Article 9 of the Missouri Uniform Commercial Code differently than in another article of the Missouri Uniform Commercial Code, the term has the meaning specified in Article 9. Any capitalized term used and not defined in this Deed of Trust shall have the meaning given to such term in the Loan Agreement.

Section 1.3. Granting Clause. In consideration of the provisions of this Deed of Trust and the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Grantor, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, CONFIRM, TRANSFER, ASSIGN and SET OVER to Trustee, with GENERAL WARRANTY, the following: (a) the real property described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land") together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "Improvements"); and (ii) all right, title and interest of Grantor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises"); (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible, (including software embedded therein), now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land); (c) all (i) plans and specifications for the Improvements; (ii) Grantor's rights, but not liability for any breach by Grantor, under all commitments (including any commitments for financing to pay any of the secured indebtedness, as defined below), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or related to any transactions related to the Premises or the Accessories (including but not limited to Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (hereinafter defined) for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, (including deposit accounts) instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Grantor may from time to time authorize Holder to debit and/or credit payments due with respect to the Loan; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, issues, profits,

royalties, bonuses, revenues and other benefits of the Premises and the Accessories (without derogation of Article 3 hereof); (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Grantor or in which Grantor can otherwise grant a security interest; and (d) all (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this Section 1.3, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Grantor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.3; (iii) all commercial tort claims Grantor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section 1.3; and (iv) other interests of every kind and character which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.3 and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Grantor in any of the property referred to above in this Section 1.3 is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Grantor in or to the property demised under the lease creating the leasehold estate; TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Property"), unto Trustee, and its successors or substitutes in this trust, and to its successors and assigns, in trust forever, subject to the terms, provisions and conditions herein set forth, to secure the obligations of Grantor under the Note and Loan Documents (as hereinafter defined) and all other indebtedness and matters defined as "secured indebtedness" in Section 1.4 of this Deed of Trust upon this special trust: that should the indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should Grantor timely and fully discharge its obligations hereunder, then the Property shall be reconveyed to Grantor or the title thereto shall be revested according to the provisions of law.

Section 1.4. Note, Loan Documents, Other Obligations, Amount Secured. This Deed of Trust is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness, duties and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) the Promissory Note and all other promissory notes given in substitution therefor or in modification, supplement, increase, renewal or extension thereof, in whole or in part (such promissory note or promissory notes, whether one or more, as from time to time renewed, extended, supplemented, increased or modified and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, being hereinafter called the "Note", and Lender, or the subsequent holder at the time in question of the Note or any of the secured indebtedness, as hereinafter defined, being herein collectively called "Holder"); (b) all indebtedness, liabilities, duties, covenants, promises and other obligations whether joint or several, direct or indirect, fixed or contingent, liquidated or unliquidated, and the cost of collection of all such amounts, owed by Grantor to Holder now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, this Deed of Trust, or any other document now or hereafter evidencing, governing, guaranteeing, securing or otherwise executed in connection with the loan evidenced by the Note, including but not limited to any loan or credit agreement, letter of credit or reimbursement agreement, tri-party financing

agreement, or other agreement between Grantor and Holder, or among Grantor, Holder and any other party or parties, pertaining to the repayment or use of the proceeds of the loan evidenced by the Note (the Note, this Deed of Trust, and such other documents, as they or any of them may have been or may be from time to time renewed, extended, supplemented, increased or modified, being herein sometimes collectively called the "Loan Documents"); and (c) all other loans and future advances made by Holder to Grantor and all other debts, obligations and liabilities of Grantor of every kind and character now or hereafter existing in favor of Holder, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, secured or unsecured, and whether originally payable to Holder or to a third party and subsequently acquired by Holder, it being contemplated that Grantor may hereafter become indebted to Holder for such further debts, obligations and liabilities; provided, however, and notwithstanding the foregoing provisions of this clause (c), this Deed of Trust shall not secure any such other loan, advance, debt, obligation or liability with respect to which Holder is by applicable law prohibited from obtaining a lien on real estate nor shall this clause (c) operate or be effective to constitute or require any assumption or payment by any person, in any way, of any debt of any other person to the extent that the same would violate or exceed the limit provided in any applicable usury or other law. The indebtedness referred to in this Section 1.5 is hereinafter referred to as the "secured indebtedness" or the "indebtedness secured hereby."

This conveyance is made in trust, however, to secure all of the indebtedness secured hereby and it is contemplated that the balance outstanding under the Loan Documents may fluctuate and that this Deed of Trust shall secure the balance outstanding under the Loan Documents from time to time, advances made by Lender or obligations incurred by Grantor for the reasonable protection of the lien in the Premises (as hereinafter defined), including but not limited to, amounts for taxes, insurance, repair, maintenance and preservation of the Premises, completion of improvements on the Premises and expenses of collection, sale and foreclosure hereunder and that the same will have priority over any intervening or subsequent liens.

ARTICLE 2

Representations, Warranties and Covenants

Section 2.1. Grantor represents, warrants, and covenants as follows:

(a) Payment and Performance. Grantor will make due and punctual payment of the secured indebtedness. Grantor will timely and properly perform and comply with all of the covenants, agreements, and conditions imposed upon it by this Deed of Trust and the other Loan Documents and will not permit a default to occur hereunder or thereunder. Time shall be of the essence in this Deed of Trust.

(b) Title and Permitted Encumbrances. Grantor has, in Grantor's own right, and Grantor covenants to maintain, lawful, good and marketable title to the Property, is lawfully seized and possessed of the Property and every part thereof, and has the right to convey the same, free and clear of all liens, charges, claims, security interests, and encumbrances except for (i) the matters, if any, set forth under the heading "Permitted Encumbrances" in Exhibit B hereto, which are Permitted Encumbrances only to the extent the same are valid and subsisting and affect the Property, (ii) the liens and security interests evidenced by this Deed of Trust, (iii) statutory liens for real estate taxes and assessments on the Property which are not yet delinquent, and (iv) other liens and security interests (if any) in favor of Lender (the matters described in the foregoing clauses (i), (ii), (iii), (iv), and (v) being herein called the "Permitted Encumbrances"). Grantor, and Grantor's successors and assigns, will warrant generally and forever defend title to the Property, subject as aforesaid, to Trustee and its successors or substitutes and assigns, against the claims and demands of all persons claiming or to claim the same or any part thereof. Grantor will punctually pay, perform, observe and keep all covenants, obligations and conditions in or pursuant to any Permitted

Encumbrance and will not modify or permit modification of any Permitted Encumbrance without the prior written consent of Holder. Inclusion of any matter as a Permitted Encumbrance does not constitute approval or waiver by Holder of any existing or future violation or other breach thereof by Grantor, by the Property or otherwise. No part of the Property constitutes all or any part of the principal residence of Grantor if Grantor is an individual. If any right or interest of Holder in the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly, Trustee and Holder, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such steps as in their discretion may be proper for the defense of any such legal proceedings or the protection of such right or interest of Holder, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of adverse claims. All expenditures so made of every kind and character shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Holder or Trustee (as the case may be), and the party (Holder or Trustee, as the case may be) making such expenditures shall be subrogated to all rights of the person receiving such payment.

(c) Taxes and Other Impositions. Grantor will pay, or cause to be paid, all taxes, assessments and other charges or levies imposed upon or against or with respect to the Property or the ownership, use, occupancy or enjoyment of any portion thereof, or any utility service thereto, as the same become due and payable, including but not limited to all real estate taxes assessed against the Property or any part thereof, and shall deliver promptly to Holder such evidence of the payment thereof as Holder may require.

Grantor shall not be required to pay any of the property assessments, or to comply with any Law, so long as Grantor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such property assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) Holder is not subjected to any Claim as a result of such contest, and (d) Grantor provides assurances satisfactory to Holder (including the establishment of an appropriate reserve account with Holder) of its ability to pay such property assessments or comply with such Law in the event Grantor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Grantor shall indemnify and save Holder harmless against all claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Grantor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

(d) Compliance with Legal Requirements. The Property and the use, operation and maintenance thereof and all activities thereon do and shall at all times comply with all applicable Legal Requirements (hereinafter defined). The Property is not, and shall not be, dependent on any other property or premises or any interest therein other than the Property to fulfill any requirement of any Legal Requirement. Grantor shall not, by act or omission, permit any building or other improvement not subject to the lien of this Deed of Trust to rely on the Property or any interest therein to fulfill any requirement of any Legal Requirement. No part of the Property constitutes a nonconforming use under any zoning law or similar law or ordinance. Grantor has obtained and shall preserve in force all requisite zoning, utility, building, health, environmental and operating permits from the governmental authorities having jurisdiction over the Property.

If Grantor receives a notice or claim from any person that the Property, or any use, activity, operation or maintenance thereof or thereon, is not in compliance with any Legal Requirement, Grantor will promptly furnish a copy of such notice or claim to Holder. Grantor has received no notice and has no knowledge of any such noncompliance. As used in this Deed of Trust: (i) the term "Legal Requirement" means any

Law (hereinafter defined), agreement, covenant, restriction, easement or condition (including, without limitation of the foregoing, any condition or requirement imposed by any insurance or surety company), as any of the same now exists or may be changed or amended or come into effect in the future; and (ii) the term "Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, permit, authorization, decision, order, injunction or decree, domestic or foreign.

(e) Maintenance, Repair and Restoration. Grantor will keep the Property in first class order, repair, operating condition and appearance, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, and will not allow any of the Property to be misused, abused or wasted or to deteriorate. Notwithstanding the foregoing, Grantor will not, without the prior written consent of Holder, (i) remove from the Property any fixtures or personal property covered by this Deed of Trust except such as is replaced by Grantor by an article of equal suitability and value, owned by Grantor, free and clear of any lien or security interest (except that created by this Deed of Trust), or (ii) make any structural alteration to the Property or any other alteration thereto which impairs the value thereof. If any act or occurrence of any kind or nature (including any condemnation or any casualty for which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Property, Grantor shall give prompt notice thereof to Holder and Grantor shall promptly, at Grantor's sole cost and expense and regardless of whether insurance or condemnation proceeds (if any) shall be available or sufficient for the purpose, secure the Property as necessary and commence and continue diligently to completion to restore, repair, replace and rebuild the Property as nearly as possible to its value, condition and character immediately prior to the damage, loss or destruction.

(f) No Other Liens. Grantor will not, without the prior written consent of Holder, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Encumbrances, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Deed of Trust, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Holder, Grantor will cause the same to be promptly discharged and released. Grantor will own all parts of the Property and will not acquire any fixtures, equipment or other property (including software embedded therein) forming a part of the Property pursuant to a lease, license, security agreement or similar agreement, whereby any party has or may obtain the right to repossess or remove same, without the prior written consent of Holder. If Holder consents to the voluntary grant by Grantor of any deed of trust, lien, security interest, or other encumbrance (hereinafter called "Subordinate Lien") covering any of the Property or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable as to a Subordinate Lien, any such Subordinate Lien shall contain express covenants to the effect that: (1) the Subordinate Lien is unconditionally subordinate to this Deed of Trust and all Leases (hereinafter defined); (2) if any action (whether judicial or pursuant to a power of sale) shall be instituted to foreclose or otherwise enforce the Subordinate Lien, no tenant of any of the Leases (hereinafter defined) shall be named as a party defendant, and no action shall be taken that would terminate any occupancy or tenancy without the prior written consent of Holder; (3) Rents (hereinafter defined), if collected by or for the holder of the Subordinate Lien, shall be applied first to the payment of the secured indebtedness then due and expenses incurred in the ownership, operation and maintenance of the Property in such order as Holder may determine, prior to being applied to any indebtedness secured by the Subordinate Lien; (4) written notice of default under the Subordinate Lien and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Lien or to seek the appointment of a receiver for all or any part of the Property shall be given to Holder with or immediately after the occurrence of any such default or commencement; and (5) neither the holder of the Subordinate Lien, nor any purchaser at foreclosure thereunder, nor anyone claiming by, through or under

any of them shall succeed to any of Grantor's rights hereunder without the prior written consent of Holder.

(g) Operation of Property. Grantor will operate the Property in a good and workmanlike manner and in accordance with all Legal Requirements and will pay all fees or charges of any kind in connection therewith. Grantor will not use or occupy or conduct any activity on, or allow the use or occupancy of or the conduct of any activity on, the Property in any manner which violates any Legal Requirement or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Grantor will not initiate or permit any zoning reclassification of the Property or seek any variance under existing zoning ordinances applicable to the Property or use or permit the use of the Property in such a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances or other Legal Requirement. Grantor will not impose any easement, restrictive covenant or encumbrance upon the Property, execute or file any subdivision plat or condominium declaration affecting the Property or consent to the annexation of the Property to any municipality, without the prior written consent of Holder. Grantor will not do or suffer to be done any act whereby the value of any part of the Property may be lessened. Grantor will preserve, protect, renew, extend and retain all material rights and privileges granted for or applicable to the Property. Without the prior written consent of Holder, there shall be no drilling or exploration for or extraction, removal or production of any mineral, hydrocarbon, gas, natural element, compound or substance (including sand and gravel) from the surface or subsurface of the Land regardless of the depth thereof or the method of mining or extraction thereof. Grantor will cause all debts and liabilities of any character (including without limitation all debts and liabilities for labor, material and equipment (including software embedded therein) and all debts and charges for utilities servicing the Property) incurred in the construction, maintenance, operation and development of the Property to be promptly paid.

(h) Status of Grantor; Suits and Claims; Loan Documents. Grantor is and will continue to be (i) duly organized, validly existing and in good standing under the laws of its state of organization, (ii) authorized to do business in, and in good standing in, each state in which the Property is located, and (iii) possessed of all requisite power and authority to carry on its business and to own and operate the Property. Each Loan Document executed by Grantor has been duly authorized, executed and delivered by Grantor, and the obligations thereunder and the performance thereof by Grantor in accordance with their terms are and will continue to be within Grantor's power and authority (without the necessity of joinder or consent of any other person), are not and will not be in contravention of any Legal Requirement or any other document or agreement to which Grantor or the Property is subject, and do not and will not result in the creation of any encumbrance against any assets or properties of Grantor, or any other person liable, directly or indirectly, for any of the secured indebtedness, except as expressly contemplated by the Loan Documents. There is no suit, action, claim, investigation, inquiry, proceeding or demand pending (or, to Grantor's knowledge, threatened) against Grantor or against any other person liable directly or indirectly for the secured indebtedness or which affects the Property (including, without limitation, any which challenges or otherwise pertains to Grantor's title to the Property) or the validity, enforceability or priority of any of the Loan Documents. There is no judicial or administrative action, suit or proceeding pending (or, to Grantor's knowledge, threatened) against Grantor, or against any other person liable directly or indirectly for the secured indebtedness, except as has been disclosed in writing to Holder in connection with the loan evidenced by the Note. The Loan Documents constitute legal, valid and binding obligations of Grantor (and of each guarantor, if any) enforceable in accordance with their terms, except as the enforceability thereof may be limited by Debtor Relief Laws and except as the availability of certain remedies may be limited by general principles of equity. Grantor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined therein and in any regulations promulgated thereunder). The loan evidenced by the Note is

solely for business and/or investment purposes, and is not intended for personal, family, household or agricultural purposes. Grantor further warrants that the proceeds of the Note shall be used for commercial purposes and stipulates that the loan evidenced by the Note shall be construed for all purposes as a commercial loan. Grantor's exact legal name is correctly set forth at the end of this Deed of Trust. Grantor is an organization of the type and is incorporated in or organized under the laws of the state specified in the introductory paragraph of this Deed of Trust. Grantor will not cause or permit any change to be made in its name, identity (including its trade name or names), or corporate structure, unless Grantor shall have notified Holder in writing of such change at least 30 days prior to the effective date of such change, and shall have first taken all action required by Holder for the purpose of further perfecting or protecting the lien and security interest of Holder in the Property. In addition, Grantor shall not change its corporate structure without first obtaining the prior written consent of Holder. Grantor's principal place of business and chief executive office, and the place where Grantor keeps its books and records including recorded data of any kind or nature regardless of the medium of recording including, without limitation, software, writings, plans, specifications and schematics concerning the Property, has for the preceding four months been and will continue to be (unless Grantor notifies Holder of any change in writing at least 30 days prior to the date of such change) the address of Grantor set forth on the Document Cover Sheet of this Deed of Trust.

(i) Further Assurances. Grantor will, promptly on request of Holder, (i) correct any defect, error or omission which may be discovered in the contents, execution or acknowledgment of this Deed of Trust or any other Loan Document; (ii) execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, further deeds of trust, security agreements and assignments of rents or leases) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Deed of Trust and the other Loan Documents, to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby (including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property) or as deemed advisable by Holder to protect the lien or the security interest hereunder against the rights or interests of third persons; and (iii) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Holder to enable Holder to comply with the requirements or requests of any agency having jurisdiction over Holder or any examiners of such agencies with respect to the indebtedness secured hereby, Grantor or the Property. Grantor shall pay all costs connected with any of the foregoing, which shall be a demand obligation owing by Grantor (which Grantor hereby promises to pay) to Holder pursuant to this Deed of Trust.

(j) Fees and Expenses. Without limitation of any other provision of this Deed of Trust or of any other Loan Document and to the extent not prohibited by applicable law, Grantor will pay, and will reimburse to Holder and/or Trustee on demand to the extent paid by Holder and/or Trustee: (i) all appraisal fees, filing, registration and recording fees, recordation, transfer and other taxes, brokerage fees and commissions, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, uniform commercial code search fees, judgment and tax lien search fees, escrow fees, attorneys' fees, architect fees, engineer fees, construction consultant fees, environmental inspection fees, survey fees, and all other out-of-pocket costs and expenses of every character incurred by Grantor or Holder and/or Trustee in connection with the preparation of the Loan Documents, the evaluation, closing and funding of the loan evidenced by the Loan Documents, and any and all amendments and supplements to this Deed of Trust, the Note or any other Loan Documents or any approval, consent, waiver, release or other matter requested or required hereunder or thereunder, or otherwise attributable or chargeable to Grantor as owner of the Property; and (ii) all costs and expenses, including attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the defense of any right or remedy or the enforcement of any obligation of Grantor, hereunder or under any other Loan Document.

(k) Indemnification.

(i) Grantor will indemnify and hold harmless Holder and Trustee from and against, and reimburse them on demand for, any and all Indemnified Matters (hereinafter defined). For purposes of this paragraph (o), the terms "Holder" and "Trustee" shall include the directors, officers, partners, employees and agents of Trustee and Holder, respectively, and any persons owned or controlled by, owning or controlling, or under common control or affiliated with Holder or Trustee, respectively. Without limitation, the foregoing indemnities shall apply to each indemnified person with respect to matters which in whole or in part are caused by or arise out of the negligence of such (and/or any other) indemnified person. However, such indemnities shall not apply to a particular indemnified person to the extent that the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of that indemnified person. Any amount to be paid under this paragraph (o) by Grantor to Holder and/or Trustee shall be a demand obligation owing by Grantor (which Grantor hereby promises to pay) to Holder and/or Trustee pursuant to this Deed of Trust. Nothing in this paragraph, elsewhere in this Deed of Trust or in any other Loan Document shall limit or impair any rights or remedies of Holder and/or Trustee (including without limitation any rights of contribution or indemnification) against Grantor or any other person under any other provision of this Deed of Trust, any other Loan Document, any other agreement or any applicable Legal Requirement.

(ii) As used herein, the term "Indemnified Matters" means any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including without limitation, reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, whether or not such claim is ultimately defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be imposed upon, asserted against or incurred or paid by Holder and/or Trustee at any time and from time to time, whenever imposed, asserted or incurred, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with the Property or with this Deed of Trust or any other Loan Document, including but not limited to any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever at any time on or before the Release Date (hereinafter defined) any act performed or omitted to be performed hereunder or under any other Loan Document, any breach by Grantor of any representation, warranty, covenant, agreement or condition contained in this Deed of Trust or in any other Loan Document, any default as defined herein, any claim under or with respect to any Lease (hereinafter defined) or arising under the Environmental Agreement. The term "Release Date" as used herein means the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Deed of Trust has been released, or (ii) the date on which the lien of this Deed of Trust is fully and finally foreclosed or a conveyance by deed in lieu of such foreclosure is fully and finally effective, and possession of the Property has been given to the purchaser or grantee free of occupancy and claims to occupancy by Grantor and Grantor's heirs, devisees, representatives, successors and assigns; provided, that if such payment, performance, release, foreclosure or conveyance is challenged, in bankruptcy proceedings or otherwise, the Release Date shall be deemed not to have occurred until such challenge is rejected, dismissed or withdrawn with prejudice. The indemnities in this paragraph (o) shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Deed of Trust but will survive the Release Date, foreclosure of this Deed of Trust or conveyance in lieu of foreclosure, the repayment of the secured indebtedness, the discharge and release of this Deed of Trust and the other Loan Documents, any bankruptcy or other debtor relief proceeding, and any other event whatsoever.

(l) Taxes on Note or Deed of Trust. Grantor will promptly pay all income, franchise and other taxes owing by Grantor and any stamp, documentary, recordation and transfer taxes or other taxes (unless such

payment by Grantor is prohibited by law) which may be required to be paid with respect to the Note, this Deed of Trust or any other instrument evidencing or securing any of the secured indebtedness. In the event of the enactment after this date of any law of any governmental entity applicable to Holder, the Note, the Property or this Deed of Trust deducting from the value of property for the purpose of taxation any lien or security interest thereon, or imposing upon Holder the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of deeds of trust or mortgages or security agreements or debts secured by deeds of trust or mortgages or security agreements or the interest of the mortgagee or secured party in the property covered thereby, or the manner of collection of such taxes, so as to affect this Deed of Trust or the indebtedness secured hereby or Holder, then, and in any such event, Grantor, upon demand by Holder, shall pay such taxes, assessments, charges or liens, or reimburse Holder therefor; provided, however, that if in the opinion of counsel for Holder (i) it might be unlawful to require Grantor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Holder may elect, by notice in writing given to Grantor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

(m) Letter-of-Credit Rights. If Grantor is at any time a beneficiary under a letter of credit (whether or not the letter of credit is evidenced by a writing) relating to the properties, rights, titles and interests referred to in Section 1.3 of this Deed of Trust now or hereafter issued in favor of Grantor, Grantor shall promptly notify Holder thereof and, at the request and option of Holder, Grantor shall, pursuant to an agreement in form and substance satisfactory to Holder, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Holder of the proceeds of any drawing under the letter of credit or (ii) arrange for Holder to become the transferee beneficiary of the letter of credit, with Holder agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in Section 5.2 of this Deed of Trust.

Section 2.2. Performance by Holder on Grantor's Behalf. Grantor agrees that, if Grantor fails to perform any act or to take any action which under any Loan Document Grantor is required to perform or take, or to pay any money which under any Loan Document Grantor is required to pay, and whether or not the failure then constitutes a default hereunder or thereunder, and whether or not there has occurred any default or defaults hereunder or the secured indebtedness has been accelerated, Holder, in Grantor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Holder and any money so paid by Holder shall be a demand obligation owing by Grantor to Holder (which obligation Grantor hereby promises to pay), shall be a part of the indebtedness secured hereby, and Holder, upon making such payment, shall be subrogated to all of the rights of the person, entity or body politic receiving such payment. Holder and its designees shall have the right to enter upon the Property at any time and from time to time for any such purposes. No such payment or performance by Holder shall waive or cure any default or waive any right, remedy or recourse of Holder. Any such payment may be made by Holder in reliance on any statement, invoice or claim without inquiry into the validity or accuracy thereof. Each amount due and owing by Grantor to Holder pursuant to this Deed of Trust shall bear interest, from the date such amount becomes due until paid, at the rate per annum provided in the Note for interest on past due principal owed on the Note but never in excess of the maximum nonusurious amount permitted by applicable law, which interest shall be payable to Holder on demand; and all such amounts, together with such interest thereon, shall automatically and without notice be a part of the indebtedness secured hereby. The amount and nature of any expense by Holder hereunder and the time when paid shall be fully established by the certificate of Holder or any of Holder's officers or agents.

Section 2.3. Absence of Obligations of Holder with Respect to Property. Notwithstanding anything in this Deed of Trust to the contrary, including, without limitation, the definition of "Property"

and/or the provisions of Article 3 hereof, (i) to the extent permitted by applicable law, the Property is composed of Grantor's rights, title and interests therein but not Grantor's obligations, duties or liabilities pertaining thereto, (ii) Holder neither assumes nor shall have any obligations, duties or liabilities in connection with any portion of the items described in the definition of "Property" herein, either prior to or after obtaining title to such Property, whether by foreclosure sale, the granting of a deed in lieu of foreclosure or otherwise, and (iii) Holder may, at any time prior to or after the acquisition of title to any portion of the Property as above described, advise any party in writing as to the extent of Holder's interest therein and/or expressly disaffirm in writing any rights, interests, obligations, duties and/or liabilities with respect to such Property or matters related thereto. Without limiting the generality of the foregoing, it is understood and agreed that Holder shall have no obligations, duties or liabilities prior to or after acquisition of title to any portion of the Property, as lessee under any lease or purchaser or seller under any contract or option unless Holder elects otherwise by written notification.

ARTICLE 3

Assignment of Rents, Leases, Issues and Profits

Section 3.1. **Assignment.** Grantor hereby assigns to Holder all Rents (hereinafter defined), issues and profits and all of Grantor's rights in and under all Leases (hereinafter defined). So long as no Default (hereinafter defined) has occurred, Grantor shall have a license (which license shall terminate automatically and without further notice upon the occurrence of a Default) to collect, but not prior to accrual, the Rents under the Leases and, where applicable, subleases, such Rents to be held in trust for Holder and to otherwise deal with all Leases as permitted by this Deed of Trust. Each month, provided no Default has occurred, Grantor may retain such Rents as were collected that month and held in trust for Holder; provided, however, that all Rents collected by Grantor shall be applied solely to the ordinary and necessary expenses of owning and operating the Property or paid to Holder. Upon the revocation of such license, all Rents shall be paid directly to Holder and not through Grantor, all without the necessity of any further action by Holder, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Property or any action for the appointment of a receiver. Grantor hereby authorizes and directs the tenants under the Leases to pay Rents to Holder upon written demand by Holder, without further consent of Grantor, without any obligation of such tenants to determine whether a Default has in fact occurred and regardless of whether Holder has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by Holder to the tenants. Any such payments to Holder shall constitute payments to Grantor under the Leases, and Grantor hereby irrevocably appoints Holder as its attorney-in-fact to do all things, after a Default, which Grantor might otherwise do with respect to the Property and the Leases thereon, including, without limitation, (i) collecting Rents with or without suit and applying the same, less expenses of collection, to any of the obligations secured hereunder or to expenses of operating and maintaining the Property (including reasonable reserves for anticipated expenses), at the option of the Holder, all in such manner as may be determined by Holder, or at the option of Holder, holding the same as security for the payment of the secured indebtedness, (ii) leasing, in the name of Grantor, the whole or any part of the Property which may become vacant, and (iii) employing agents therefor and paying such agents reasonable compensation for their services. The curing of such Default, unless other Defaults also then exist, shall entitle Grantor to recover its aforesaid license to do any such things which Grantor might otherwise do with respect to the Property and the Leases thereon and to again collect such Rents. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence of a Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon Holder to exercise any power or right granted in this paragraph or to assume any liability under any Lease of any part of the Property and no liability shall attach to Holder for failure or inability to collect any Rents under any such Lease. The assignment

contained in this Section shall become null and void upon the release of this Deed of Trust. As used herein: (i) "Lease" means each existing or future lease, sublease (to the extent of Grantor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Property, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty; and (ii) "Rents" means all of the rents, issues and profits, and all revenue, income and proceeds derived and to be derived from the Property or arising from the use or enjoyment of any portion thereof or from any Lease, including but not limited to the proceeds from any negotiated Lease termination or buyout of such Lease, liquidated damages following default under any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all of Grantor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable Debtor Relief Law, together with any sums of money that may now or at any time hereafter be or become due and payable to Grantor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas, mineral and mining leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Grantor under or pursuant to any and all contracts and bonds relating to the construction or renovation of the Property.

Section 3.2. Covenants, Representations and Warranties Concerning Leases and Rents. Grantor covenants, represents and warrants that: (a) Grantor has good title to, and is the owner of the entire landlord's interest in, the Leases and Rents hereby assigned and authority to assign them; (b) all Leases are valid and enforceable, and in full force and effect, and are unmodified except as stated therein; (c) neither Grantor nor any tenant in the Property is in default under its Lease (and no event has occurred which with the passage of time or notice or both would result in a default under its Lease) or is the subject of any bankruptcy, insolvency or similar proceeding; (d) unless otherwise stated in a Permitted Encumbrance, no Rents or Leases have been or will be assigned, mortgaged, pledged or otherwise encumbered and no other person has or will acquire any right, title or interest in such Rents or Leases; (e) no Rents have been waived, released, discounted, set off or compromised; (f) except as stated in the Leases, Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents; (g) Grantor shall perform all of its obligations under the Leases and enforce the tenants' obligations under the Leases to the extent enforcement is prudent under the circumstances; (h) Grantor will not without the prior written consent of Holder, enter into any Lease after the date hereof, or waive, release, discount, set off, compromise, reduce or defer any Rent, receive or collect Rents more than one (1) month in advance, grant any rent-free period to any tenant, reduce any Lease term or waive, release or otherwise modify any other material obligation under any Lease, renew or extend any Lease except in accordance with a right of the tenant thereto in such Lease, approve or consent to an assignment of a Lease or a subletting of any part of the premises covered by a Lease, or settle or compromise any claim against a tenant under a Lease in bankruptcy or otherwise; (i) Grantor will not, without the prior written consent of Holder, terminate or consent to the cancellation or surrender of any Lease having an unexpired term of one (1) year or more; (j) Grantor will not execute any Lease except in accordance with the Loan Documents and for actual occupancy by the tenant thereunder; (k) Grantor shall give prompt notice to Holder, as soon as Grantor first obtains notice, of any claim, or the commencement of any action, by any tenant or subtenant under or with respect to a Lease regarding any claimed damage, default, diminution of or offset against Rent, cancellation of the Lease, or constructive eviction, excluding, however, notices of default under residential Leases, and Grantor shall defend, at Grantor's expense, any proceeding pertaining to any Lease, including, if Holder so requests, any such proceeding to which Holder is a party; (l) Grantor shall as often as requested by Holder, within ten (10) days of each request, deliver to Holder a complete rent roll of the Property in such detail as Holder may require and financial statements of the tenants, subtenants and guarantors under the Leases to the extent available to

Grantor, and deliver to such of the tenants and others obligated under the Leases specified by Holder written notice of the assignment in Section 3.1 hereof in form and content satisfactory to Holder; (m) promptly upon request by Holder, Grantor shall deliver to Holder executed originals of all Leases and copies of all records relating thereto; (n) there shall be no merger of the leasehold estates created by the Leases with the fee estate of the Land without the prior written consent of Holder; and (o) Holder may at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Deed of Trust to any Lease, without joinder or consent of, or notice to, Grantor, any tenant or any other person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any lien or other encumbrance, whenever arising, or improve the right of any junior lienholder; and nothing herein shall be construed as subordinating this Deed of Trust to any Lease.

Section 3.3. Estoppel Certificates. All Leases shall require the tenant to execute and deliver to Holder an estoppel certificate in form and substance acceptable to Holder within ten (10) days after notice from the Holder.

Section 3.4. No Liability of Holder. Holder's acceptance of this assignment shall not be deemed to constitute Holder a "mortgagee in possession," nor obligate Holder to appear in or defend any proceeding relating to any Lease or to the Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Grantor by any tenant and not as such delivered to and accepted by Holder. Holder shall not be liable for any injury or damage to person or property in or about the Property, or for Holder's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Holder's rights regarding Leases and Rents (including collection of Rents) nor possession of the Property by Holder nor Holder's consent to or approval of any Lease (nor all of the same), shall render Holder liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option.

If Holder seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Holder neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Holder under this Article 3 shall be cumulative of all other rights of Holder under the Loan Documents or otherwise.

ARTICLE 4

Default

Section 4.1. Events of Default. The occurrence of any one of the following shall be a default under this Deed of Trust ("default" or "Default"):

(a) Failure to Pay Indebtedness. Grantor fails to pay any regularly scheduled Obligation (as defined in the Loan Agreement) within five (5) days of the date when due, whether on the scheduled due date or upon maturity or otherwise; or, with respect to any unscheduled payment Obligation, Grantor fails to pay such Obligation within five (5) days following receipt of written notice from Holder that such amount is due.

(b) Nonperformance of Covenants. Any covenant, agreement or condition herein (other than covenants otherwise addressed in another paragraph of this Section, such as covenants to pay the

Obligations) is not fully and timely performed, observed or kept, and remains so for a period of thirty (30) days after written notice to Grantor.

(c) Default Under Other Loan Documents. The occurrence of a default under any other Loan Document which is not cured within the applicable grace period (if any) provided therein.

(d) Representations. Any statement, representation or warranty in any of the Loan Documents, or in any financial statement or any other writing heretofore or hereafter delivered to Holder in connection with the secured indebtedness is false, misleading or erroneous in any material respect on the date hereof or on the date as of which such statement, representation or warranty is made.

(e) Transfer of the Property. Any direct or indirect sale, assignment, conveyance or transfer, including any contract of sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration, of all or any part of the Property or any interest therein (each a "Transfer"), voluntarily or involuntarily, whether by operation of law or otherwise, except: (i) sales or transfers of items of the Accessories which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes, owned by Grantor, having a value equal to or greater than the replaced items when new; (ii) the grant, in the ordinary course of business, of a leasehold interest in a part of the Improvements to a tenant for occupancy, not containing a right or option to purchase and not in contravention of any provision of this Deed of Trust or of any other Loan Document. and (iii) the sale, assignment, conveyance or transfer of all or any part of the Property or any interest therein with the written consent of the Holder which consent may be conditioned on a modification of the term of the Note and a principal paydown of the Note.

Holder may, in its sole discretion, waive a default under this paragraph, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which Holder may require: the grantee's integrity, reputation, character, creditworthiness and management ability being satisfactory to Holder in its sole judgment and grantee executing, prior to such sale or transfer, a written assumption agreement containing such terms as Holder may require, a principal paydown on the Note, an increase in the rate of interest payable under the Note, a transfer fee, a modification of the term of the Note, and any other modification of the Loan Documents which Holder may require. NOTICE - THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

(f) Transfer of Assets. Any sale, lease, conveyance, assignment, pledge, encumbrance, or transfer of all or any part of the other assets of Grantor, excluding the Property, voluntarily or involuntarily, whether by operation of law or otherwise, except: (i) sales or transfers in the ordinary course of Grantor's business; and (ii) sales or transfers for which Grantor receives consideration substantially equivalent to the fair market value of the transferred asset.

(g) Transfer of Ownership of Grantor. The sale, pledge, encumbrance, assignment or transfer, voluntarily or involuntarily, whether by operation of law or otherwise, of any interest in Grantor (if Grantor is not a natural person but is a corporation, partnership, limited liability company, trust or other legal entity), without the prior written consent of Holder (including, without limitation, if Grantor is a partnership or joint venture, the withdrawal from or admission into it of any general partner or joint venturer); provided, however, any Permitted Transfer shall not be prohibited by, or constitute a default or Default under this Deed of Trust.

(h) Grant of Easement, Etc. Without the prior written consent of Holder, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers

the Property, or seeks or permits any zoning reclassification or variance, unless such action is expressly permitted by the Loan Documents or does not affect the Property.

(i) Abandonment. The owner of the Property abandons any of the Property.

(j) Default Under Other Lien. A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not Holder has consented, and without hereby implying Holder's consent, to any such lien, security interest or assignment not created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

(k) Default Under Leases. Grantor fails duly to perform any of its material obligations under any Lease, and such failure is not cured within the grace period, if any, provided in the Lease.

(l) Execution; Attachment. Any execution or attachment is levied against any of the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

(m) Liquidation, Etc. The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in the State of Missouri and/or the state of incorporation or organization, if different (or in the case of an individual, the death or legal incapacity) of the Grantor, any owner of the Property or any person obligated to pay any part of the secured indebtedness.

(n) Change in Zoning or Public Restriction. Grantor initiates or consents to any change in any zoning ordinance or regulation that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed, or any public restriction is enacted, adopted or implemented that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed, unless such present or intended use is considered legally nonconforming or Grantor has obtained an appropriate conditional use permit for such present or intended use pursuant to applicable Law.

Section 4.2 Notice and Cure. If any provision of this Deed of Trust or any other Loan Document provides for Holder to give to Grantor any notice regarding a default or incipient default, then if Holder shall fail to give such notice to Grantor as provided, the sole and exclusive remedy of Grantor for such failure shall be to seek appropriate equitable relief to enforce the agreement to give such notice and to have any acceleration of the maturity of the Note and the secured indebtedness postponed or revoked and foreclosure proceedings in connection therewith delayed or terminated pending or upon the curing of such default in the manner and during the period of time permitted by such agreement, if any, and Grantor shall have no right to damages or any other type of relief not herein specifically set out against Holder, all of which damages or other relief are hereby waived by Grantor. Nothing herein or in any other Loan Document shall operate or be construed to add on or make cumulative any cure or grace periods specified in any of the Loan Documents.

ARTICLE 5

Remedies

Section 5.1. Certain Remedies. If a Default shall occur, Holder may (but shall have no obligation to) exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Acceleration. Holder may at any time and from time to time declare any or all of the secured indebtedness immediately due and payable. Upon any such declaration, such secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, notice of acceleration or of intention to accelerate or any other notice or declaration of any kind, all of which are hereby expressly waived by Grantor. Without limitation of the foregoing, upon the occurrence of a default described in Section 4.1, hereof, all of the secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, or any other notice, declaration or act of any kind, all of which are hereby expressly waived by Grantor.

(b) Enforcement of Assignment of Rents. In addition to the rights of Holder under Article 3 hereof, prior or subsequent to taking possession of any portion of the Property or taking any action with respect to such possession, Holder may: (1) collect and/or sue for the Rents in Holder's own name, give receipts and releases therefor, and after deducting all expenses of collection, including attorneys' fees and expenses, apply the net proceeds thereof to the secured indebtedness in such manner and order as Holder may elect and/or to the operation and management of the Property, including the payment of management, brokerage and attorney's fees and expenses; and (2) require Grantor to transfer all security deposits and records thereof to Holder together with original counterparts of the Leases.

(c) Foreclosure. Upon the occurrence of a default, Grantor hereby assents to the passage of a decree for the sale of the Property by the equity court having jurisdiction and authorizes and empowers the Trustee, or its successor or substitute, who is authorized and empowered and it shall be its special duty at the request of Holder to take possession of and sell the Property or any part thereof at public auction at such time and place and upon such terms and conditions as Trustee may deem appropriate or as may be required or permitted by applicable law or rule of court, having first given such notice and conducted such hearing as may be required or permitted by applicable law or rule of court and thereafter, having first given such notice prior to the sale of such time, place and terms by publication in at least one newspaper published or having general circulation in the county or counties in which the Property is located or at such time or times as may be required by applicable law or rule of court, and at such other times and by such other methods, if any, as Trustee may deem appropriate. Any sale made by Trustee hereunder may be as an entirety or in such parcels as Holder may request. To the extent permitted by applicable law, any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property but Holder shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. Trustee may, after any request or direction by Holder, sell not only the real property but also the Collateral and other interests which are a part of the Property, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Property separately from the

remainder of the Property. It shall not be necessary for Trustee to have taken possession of any part of the Property or to have present or to exhibit at any sale any of the Collateral. After each sale, Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances, conveying the property so sold to the purchaser or purchasers in fee simple, subject to the Permitted Encumbrances (and to such leases and other matters, if any, as Trustee may elect upon request of Holder), and shall receive the proceeds of said sale or sales and apply the same as herein provided. Payment of the purchase price to the Trustee shall satisfy the obligation of purchaser at such sale therefor, and such purchaser shall not be responsible for the application thereof. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or its substitute or successor, and such power of sale may be exercised from time to time and as many times as Holder may deem necessary until all of the Property has been duly sold and all secured indebtedness has been fully paid. In the event any sale hereunder is not completed or is defective in the opinion of Holder, such sale shall not exhaust the power of sale hereunder and Holder shall have the right to cause a subsequent sale or sales to be made hereunder. Any and all statements of fact or other recitals made in any deed or deeds or other conveyances given by Trustee or any successor or substitute appointed hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Holder's having declared all of said indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of hearing and/or sale and the properties to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee or any substitute or successor trustee, or as to the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done by Holder or by such Trustee, substitute or successor, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited. The Trustee or its successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, its successor or substitute. If Trustee or its successor or substitute shall have given notice of hearing and/or sale hereunder, any successor or substitute Trustee thereafter appointed may complete the hearing and/or sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the hearing and/or sale.

(d) Lawsuits. Holder may proceed by a suit or suits in equity or at law, whether for collection of the indebtedness secured hereby, the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Property under the judgment or decree of any court or courts of competent jurisdiction.

(e) Entry on Property. Holder is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the fullest extent permitted by applicable law, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics relating thereto, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Property. Holder shall not be deemed to have taken possession of the Property or any part thereof except upon the exercise of its right to do so, and then only to the extent evidenced by its demand and overt act specifically for such purpose. All costs, expenses and liabilities of every character incurred by Holder in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation of Grantor (which obligation Grantor hereby promises to pay) to Holder pursuant to this Deed of Trust. If necessary to obtain the possession provided for above, Holder may invoke any and all legal remedies to dispossess Grantor. In connection with any action taken by Holder pursuant to this Section, Holder shall not be liable for any loss sustained by Grantor resulting from any failure to let the Property or any part thereof, or from any act or omission of Holder in managing the Property unless such loss is caused by the willful misconduct and bad faith of Holder, nor shall Holder be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any lease or

other agreement relating to the Property or arising under any Permitted Encumbrance or otherwise arising. Grantor hereby assents to, ratifies and confirms any and all actions of Holder with respect to the Property taken under this Section.

(f) Receiver. Holder shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives notice of such appointment, of any request therefor or hearing in connection therewith, and any and all defenses to such appointment, agrees not to oppose any application therefor by Holder, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Holder to application of Rents as provided in this Deed of Trust. Nothing herein is to be construed to deprive Holder of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Holder in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Holder pursuant to this Deed of Trust.

(g) Other Rights and Remedies. Holder may exercise any and all other rights and remedies which Holder may have under the Loan Documents, or at law or in equity or otherwise.

Section 5.2. Proceeds of Foreclosure. The proceeds of any sale held by Trustee or Holder or any receiver or public officer in foreclosure of the liens and security interests evidenced hereby shall be applied in accordance with the requirements of applicable laws and to the extent consistent therewith, FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all attorneys' fees and legal expenses, advertising costs, auctioneer's fees, costs of title rundowns and lien searches, inspection fees, appraisal costs, fees for professional services, environmental assessment and remediation fees, all court costs and charges of every character; provided, however, that if a foreclosure proceeding is commenced by Trustee but terminated prior to its completion, Trustee's fees shall be as defined by Missouri law, and to the payment of the other secured indebtedness, including specifically without limitation the principal, accrued interest and attorneys' fees due and unpaid on the Note and the amounts due and unpaid and owed to Holder under this Deed of Trust, the order and manner of application to the items in this clause FIRST to be in Holder's sole discretion; and SECOND, the remainder, if any there shall be, shall be paid to Grantor, or to Grantor's heirs, devisees, representatives, successors or assigns, or such other persons (including the holder or beneficiary of any inferior lien) as may be entitled thereto by law; provided, however, that if Holder is uncertain which person or persons are so entitled, Holder may interplead such remainder in any court of competent jurisdiction, and the amount of any attorneys' fees, court costs and expenses incurred in such action shall be a part of the secured indebtedness and shall be reimbursable (without limitation) from such remainder.

Section 5.3. Holder as Purchaser. Holder shall have the right to become the purchaser at any sale held by Trustee or substitute or successor or by any receiver or public officer or at any public sale, and Holder shall have the right to credit upon the amount of Holder's successful bid, to the extent necessary to satisfy such bid, all or any part of the secured indebtedness in such manner and order as Holder may elect.

Section 5.4. Foreclosure as to Matured Debt. Upon the occurrence of a default, Holder shall have the right to proceed with foreclosure (judicial or nonjudicial) of the liens and security interests hereunder without declaring the entire secured indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness; and any such sale shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 5.2 hereof except that the amount paid under clause FIRST thereof shall

be only the matured portion of the secured indebtedness and any proceeds of such sale in excess of those provided for in clause FIRST (modified as provided above) shall be applied to the prepayment (without penalty) of any other secured indebtedness in such manner and order and to such extent as Holder deems advisable, and the remainder, if any, shall be applied as provided in clause SECOND of Section 5.2 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 5.5. Remedies Cumulative. All rights and remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Trustee and Holder shall, in addition to the rights and remedies provided herein or in any other Loan Document, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Loan Document or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies.

Section 5.6. Discretion as to Security. Holder may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Holder in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

Section 5.7. Grantor's Waiver of Certain Rights. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling or forbearance, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Grantor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Holder under the terms of this Deed of Trust to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of Holder under the terms of this Deed of Trust to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatsoever. Grantor waives any right or remedy which Grantor may have or be able to assert pursuant to any provision of Missouri law pertaining to the rights and remedies of sureties. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

Section 5.8. Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Grantor or Grantor's heirs, devisees, representatives, or successors as owners of the Property are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of purchaser, at a reasonable rental per day based upon the value of the

property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. After such foreclosure, any Leases to tenants or subtenants that are subject to this Deed of Trust (either by their date, their express terms, or by agreement of the tenant or subtenant) shall, at the sole option of Holder or any purchaser at such sale, either (i) continue in full force and effect, and the tenant(s) or subtenant(s) thereunder will, upon request, attorn to and acknowledge in writing to the purchaser or purchasers at such sale or sales as landlord thereunder, or (ii) upon notice to such effect from Holder, the Trustee or any purchaser or purchasers, terminate within thirty (30) days from the date of sale. In the event the tenant fails to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Property (such as an action for forcible detainer) in any court having jurisdiction.

ARTICLE 6

Miscellaneous

Section 6.1. Scope of Deed of Trust. This Deed of Trust is a deed of trust and mortgage of both real and personal property, a security agreement, an assignment of rents and leases, a financing statement and fixture filing and a collateral assignment, and also covers proceeds and fixtures.

Section 6.2. Waiver by Holder. Holder may at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing; (b) consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Property or any interest therein from the lien and security interest of this Deed of Trust, without the joinder of Trustee; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Holder or Trustee hereunder except to the extent specifically agreed to by Holder in such writing.

Section 6.3. No Impairment of Security. The lien, security interest and other security rights of Holder hereunder or under any other Loan Document shall not be impaired by any indulgence, moratorium or release granted by Holder including, but not limited to, any renewal, extension or modification which Holder may grant with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Holder may grant in respect of the Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Holder shall not release or impair the lien, security interest or other security rights of Holder hereunder or affect the liability of Grantor or of any endorser, guarantor or surety, or improve the right of any junior lienholder in the Property (without implying hereby Holder's consent to any junior lien).

Section 6.4. Acts Not Constituting Waiver by Holder. Holder may waive any default without waiving any other prior or subsequent default. Holder may remedy any default without waiving the default remedied. Neither failure by Holder to exercise, nor delay by Holder in exercising, nor discontinuance of the exercise of any right, power or remedy (including but not limited to the right to accelerate the maturity of the secured indebtedness or any part thereof) upon or after any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Holder of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may

be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Holder and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the secured indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Holder in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Holder of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder notwithstanding any notation on or accompanying such partial payment to the contrary.

Section 6.5. Grantor's Successors. If the ownership of the Property or any part thereof becomes vested in a person other than Grantor, Holder may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness secured hereby in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance on the part of Holder, and no extension of the time for the payment of the indebtedness secured hereby given by Holder shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Each Grantor agrees that it shall be bound by any modification of this Deed of Trust or any of the other Loan Documents made by Holder and any subsequent owner of the Property, with or without notice to such Grantor, and no such modifications shall impair the obligations of such Grantor under this Deed of Trust or any other Loan Document. Nothing in this Section or elsewhere in this Deed of Trust shall be construed to imply Holder's consent to any transfer of the Property.

Section 6.6. Place of Payment; Forum; Waiver of Jury Trial. All secured indebtedness which may be owing hereunder at any time by Grantor shall be payable at the place designated in the Note (or if no such designation is made, at the address of Holder indicated at the end of this Deed of Trust). Grantor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any Missouri state court, or any United States federal court, sitting in the county in which the secured indebtedness is payable, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Property is located, over any suit, action or proceeding arising out of or relating to this Deed of Trust or the secured indebtedness. Grantor hereby irrevocably waives, to the fullest extent permitted by law, any objection that Grantor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Grantor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any Missouri state court, or any United States federal court, sitting in the state in which the secured indebtedness is payable may be made by certified or registered mail, return receipt requested, directed to Grantor at its address stated on the Document Cover Sheet of this Deed of Trust, or at a subsequent address of Grantor of which Holder received actual notice from Grantor in accordance with this Deed of Trust. Nothing herein shall affect the right of Lender to serve process in any manner permitted by law or limit the right of Lender to bring proceedings against Grantor in any other court or jurisdiction. **TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT.**

Section 6.7. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Deed of Trust.

Section 6.8. Nature of Loan; Compliance with Usury Laws. The loan evidenced by the Note is being made solely for the purpose of carrying on or acquiring a business or commercial enterprise. It is the intent of Grantor and Holder and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Holder and Grantor (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged, chargeable, or received under this Deed of Trust, the Note or any other Loan Document or otherwise, exceed the maximum nonusurious amount permitted by applicable law (the "Maximum Amount"). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Amount, any such construction shall be subject to the provisions of this Section and such document shall *ipso facto* be automatically reformed and the interest payable shall be automatically reduced to the Maximum Amount, without the necessity of execution of any amendment or new document. If Holder shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the secured indebtedness in the inverse order of its maturity and not to the payment of interest, or refunded to Grantor or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Note or any other secured indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Holder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Amount. As used in this Section, the term "applicable law" shall mean the laws of the State of Missouri or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

Section 6.9. Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Holder, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Holder in the manner required by law, if applicable. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Holder shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Holder shall have the right and is hereby authorized and empowered to appoint a successor trustee(s), or a substitute trustee(s), without other formality than appointment and designation in writing executed by Holder in the manner required by law, if applicable, and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Property is fully and finally sold hereunder. If Holder is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and

designation, all of the estate and title of Trustee in the Property shall vest in the named successor or substitute Trustee(s) and he shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to "Trustee" shall be deemed to refer to Trustee (including any successor(s) or substitute(s) appointed and designated as herein provided) from time to time acting hereunder.

Section 6.10. No Liability of Trustee. The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Grantor will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of its duties. The foregoing indemnity shall not terminate upon discharge of the secured indebtedness or foreclosure, or release or other termination, of this Deed of Trust.

Section 6.11. Release of Deed of Trust. If all of the secured indebtedness be paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements made in this Deed of Trust are kept and performed, and all other obligations, if any, of Holder for further advances have been terminated, then, and in that event only, all rights under this Deed of Trust shall terminate (except to the extent expressly provided herein with respect to indemnifications, representations and warranties and other rights which are to continue following the release hereof) and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Holder in due form at Grantor's cost. Without limitation, all provisions herein for indemnity of Holder or Trustee shall survive discharge of the secured indebtedness, and any foreclosure, release or termination of this Deed of Trust.

Section 6.12. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by registered or certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified in this Deed of Trust (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by telegram, telex or facsimile. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of nationally recognized overnight courier service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, telex or facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason.

Section 6.13. Invalidity of Certain Provisions. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or

circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 6.14. Gender; Titles; Construction. Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Deed of Trust and not to any particular Article, Section, paragraph or provision. The term "person" and words importing persons as used in this Deed of Trust shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

Section 6.15. Holder's Consent. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Holder is required or requested, (a) the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Holder, and Holder shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or Holder's judgment, and (b) no approval or consent of Holder shall be deemed to have been given except by a specific writing intended for the purpose and executed by an authorized representative of Holder.

Section 6.16. Grantor. Unless the context clearly indicates otherwise, as used in this Deed of Trust, "Grantor" means the grantors named in Section 1.1 hereof or any of them. The obligations of Grantor hereunder shall be joint and several. If any Grantor, or any signatory who signs on behalf of any Grantor, is a corporation, partnership or other legal entity, Grantor and any such signatory, and the person or persons signing for it, represent and warrant to Holder that this instrument is executed, acknowledged and delivered by Grantor's duly authorized representatives. If Grantor is an individual, no power of attorney granted by Grantor herein shall terminate on Grantor's disability.

Section 6.17. Execution; Recording. This Deed of Trust has been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Deed of Trust, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Deed of Trust shall be deemed to be the date reflected on the first page hereof. Grantor will cause this Deed of Trust and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Holder shall reasonably request and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

Section 6.18. Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the heirs, devisees, representatives, successors and assigns of Grantor, and shall inure to the benefit of Trustee and Holder and shall constitute covenants running with the Land. All references in this Deed of Trust to Grantor shall be deemed to include all such heirs, devisees, representatives, successors and assigns of Grantor.

Section 6.19. Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party

against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

Section 6.20. No Partnership, Etc. The relationship between Holder and Grantor is solely that of lender and borrower. Holder has no fiduciary or other special relationship with Grantor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Grantor and Holder or in any way make Holder a co-principal with Grantor with reference to the Property. All agreed contractual duties between or among Holder, Grantor and Trustee are set forth herein and in the other Loan Documents and any additional implied covenants or duties are hereby disclaimed. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

Section 6.21. Applicable Law. THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND PURSUANT TO THE LAWS OF THE STATE OF MISSOURI (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MISSOURI ARE GOVERNED BY THE LAWS OF SUCH OTHER JURISDICTION.

Section 6.22. Execution Under Seal. Grantor agrees that this instrument is executed under seal. If Grantor is a corporation, the designation ("SEAL") on this instrument shall be as effective as the affixing of Grantor's corporate seal physically to this instrument.

Section 6.23. Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Grantor and Holder with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Grantor and Holder with respect to the matters addressed in the Loan Documents. Grantor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Holder to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

Section 6.24. Missouri Trustee Lease. Trustee leases the Property to Grantor, until either this Deed of Trust is released or the Property is sold under the above provisions, on the following terms and conditions: Grantor and every person claiming or possessing the Property through or under it shall pay rent during the term at the rate of one cent (\$0.01) per month, payable monthly upon demand, and shall without demand surrender peaceable possession of the Property to Trustee, its successors, assignees, or purchasers of the Property under any foreclosure, sale, within ten days after the sale date.

Section 6.25 Statutory Notice – Oral Commitments.

The following is given pursuant to Section 432.047 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of the Loan Documents:

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO

PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal as of the date first written on page 1 hereof.

GRANTOR:

WASHINGTON MISSOURI REDEVELOPMENT CORPORATION
a Missouri urban redevelopment corporation

By: _____
Name: Robert M. Tobben
Title: President

STATE OF MISSOURI)
)
CITY/COUNTY OF FRANKLIN)

On this the ____ day of _____, 2021, before me appeared Robert M. Tobben, to me personally known, who, being by me duly to me personally known, who, being by me duly sworn, did say that he is the President of Washington, Missouri Redevelopment Corporation, a Missouri urban redevelopment corporation (the "Company"), and that said instrument was signed in behalf of the Company by authority of its manager or members, and said individual acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

7d

EXHIBIT A

LAND

PARCEL 1 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST, THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE OF SECTION 18, 952.36 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF THE PLAT OF HICKORY CREEK EAST AS RECORDED IN PLAT BOOK N, PAGE 654 OF SAID RECORDER OF DEEDS OFFICE AND THE NORTHWEST CORNER OF THE SAID WATERMAN FARMS, INC PARCEL AND THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE EAST-WEST CENTERLINE OF SECTION 18, N88°57'55"E 2915.58 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL CONVEYED TO UNNERSTALL LP BY DEED RECORDED AS DOCUMENT NO. 1904302 OF SAID RECORDER OF DEEDS OFFICE, SAID POINT ALSO BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100, FROM WHICH AN IRON ROD AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE BEARS N88°57'55"E 1354.60 FEET; THENCE ALONG SAID RIGHT OF WAY LINE, 152.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2128.07 FEET, AND A CHORD THAT BEARS S59°49'03"E 152.50 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND CROSSING SAID WATERMAN FARMS, INC. PARCEL, S30°03'53"W 1018.87 FEET; THENCE S59°56'07"E 950.95 FEET TO A POINT ON THE WESTERN LINE OF THAT PARCEL CONVEYED TO HILKE BY DEED RECORDED AS DOCUMENT NO. 20031804 OF SAID RECORDER OF DEEDS OFFICE; THENCE ALONG THE WESTERN LINE OF SAID HILKE PARCEL, S30°03'53"W 932.37 FEET TO A POINT IN THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK, N10°45'31"W 46.40 FEET; THENCE S84°08'28"W 113.86 FEET; THENCE N40°52'02"W 162.24 FEET; THENCE S73°37'42"W 85.57 FEET; THENCE N73°30'46"W 46.09 FEET; THENCE N50°57'18"W 43.59 FEET; THENCE N11°33'21"W 51.87 FEET; THENCE N86°07'45"W 68.74 FEET; THENCE N73°15'45"W 131.49 FEET; THENCE S69°08'44"W 136.32 FEET; THENCE N57°11'31"W 328.33 FEET; THENCE S78°00'03"W 228.22 FEET; THENCE N65°35'10"W 283.16 FEET; THENCE N38°58'59"W 181.92 FEET; THENCE N48°49'28"W 227.65 FEET; THENCE N54°02'50"W 174.04 FEET TO A 24" OAK TREE; THENCE N63°44'40"W 515.56 FEET; THENCE N74°05'21"W 364.82 FEET; THENCE S81°31'42"W 83.55 FEET; THENCE N79°08'10"W 54.52 FEET TO A POINT THAT BEARS S02°12'44"E 95.42 FEET FROM AN EXISTING 48" OAK TREE AT THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT OF HICKORY CREEK EAST; THENCE LEAVING SAID CREEK AND ALONG THE COMMON LINE WITH SAID LOTS 4 AND 5 OF HICKORY CREEK EAST AND WATERMAN FARMS, INC. PARCEL, N02°12'44"W 1005.01 FEET TO THE POINT OF BEGINNING, CONTAINING 4,782,996 SQUARE FEET, OR 109.81 ACRES, MORE OR LESS.

PARCEL 2 DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., FRANKLIN COUNTY, MISSOURI, SAID PARCEL BEING A PORTION OF THAT PARCEL CONVEYED TO WATERMAN FARMS, INC. BY DEED RECORDED IN BOOK 1232, PAGE 565 OF THE FRANKLIN COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF THE PLAT OF BAKER ESTATES PLAT 3 AS RECORDED IN PLAT BOOK N, PAGE 179 OF SAID RECORDER OF DEEDS OFFICE, FROM WHICH A FOUND STONE AT THE WEST QUARTER CORNER OF SECTION 18 BEARS S88°57'55"W 5222.54 FEET, AND STONE BEARS S11°58'45"W 1417.49 FEET, THENCE S11°58'45"W ALONG THE WEST LINE OF LOTS 1 AND 2 OF SAID PLAT OF BAKER ESTATES PLAT 3, 355.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTHERN RIGHT OF WAY LINE OF MISSOURI HIGHWAY 100; THENCE S78°07'27"E ALONG SAID RIGHT OF WAY LINE, 599.99 FEET; THENCE 581.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1935.93 FEET, AND A CHORD THAT BEARS N69°31'24"W 579.04 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF THE PLAT OF HEIDMANN INDUSTRIAL PARK PLAT 8 AS RECORDED AS DOCUMENT NO. 1004504 OF SAID RECORDER OF DEEDS OFFICE SAID POINT ALSO BEING ON THE EAST-WEST CENTERLINE OF SECTION 18; THENCE N88°57'55"E ALONG THE EAST-WEST CENTERLINE AND SOUTH LINE OF SAID PLAT, 1203.58 FEET TO THE POINT OF BEGINNING, CONTAINING 242,839 SQUARE FEET, OR 5.57 ACRES, MORE OR LESS.



October 18, 2021

Re: Industrial Park Purchase

Honorable Mayor & City Council
 405 Jefferson Street
 Washington, MO 63090

Dear Mayor & City Council Members,

On your agenda tonight are two ordinances pertaining to the development of the Richard Oldenburg Industrial Park. One approving the loan request to close on the Watermann Farm, and one to approve the development plan and acquisition of the property for the 353 Redevelopment Corporation.

The contract pertains to 115 acres to be purchased at \$29,750 / acre totaling a sale contract of **\$3,421,250**. The 353 Redevelopment Corporation is requesting a loan amount of **\$2,419,547**. The funding breakdown and total loan amount is as follows:

Item	Fund	Amount
Waterman Farm Contract	General Fund	\$3,421,250
Conservation Easement (14 Acres)	Stormwater Fund	-\$416,500
ROW/Detention (9.2 acres)	Capital Improvement Fund	-\$273,700
South Point Sale Transfer	Reserves	-\$311,503
Total Loan Request	General Fund	\$2,419,547

The current 2021-2022 has \$3,451,050 budgeted for this project, allowing us to move forward without a budget amendment.

Feel free to reach out with any questions,

Sal Maniaci
 Community and Economic Development Director

BILL NO. _____

INTRODUCED BY _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE DEVELOPMENT PLAN
FOR ACQUISITION OF AN INDUSTRIAL PARK TO BE KNOWN AS
THE RICHARD OLDENBURG INDUSTRIAL PARK AND THE
PURCHASE OF LAND FROM WATERMAN FARMS, INC.**

WHEREAS, the Planning and Zoning Commission has held a public hearing on October 11, 2021, concerning the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the acquisition of an industrial park to be known as Richard Oldenburg Industrial Park and the purchase of land from Waterman Farms, Inc.; and

WHEREAS, the City Council has received the recommendation of the Planning and Zoning Commission to approve said amendment of the development plan; and

WHEREAS, the City Council of the City of Washington, Missouri, has found that the prerequisites to approval of such a plan have been met, and that approval of such plan is necessary for the economic development and the health, safety and welfare of the citizens of the City of Washington.

NOW, THEREFORE, Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Council hereby finds, determines and declares the following with respect to the amendment to the development plan submitted by the Washington, Missouri Redevelopment Corporation, providing for the acquisition of an industrial park to be known as Richard Oldenburg Industrial Park and the purchase of land from Waterman Farms, Inc., Seller”); and

(a) The area within which the redevelopment project is to occur is blighted, as that term is defined within the Urban Redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It is further found, by reason of the fact that the property is blighted in such fashion, that the clearance, redevelopment, replanning, rehabilitation or reconstruction of the property described in the development plan is necessary for the public convenience and

necessity, to effectuate the public purposes of the Urban Redevelopment Ordinance of the City of Washington, and in order to promote economic development and the health, safety and welfare of the citizens of the City of Washington.

(b) The Washington, Missouri Redevelopment Corporation does not seek to acquire any real property by exercise of the power of eminent domain pursuant to the plan.

(c) Approval of the development plan and construction of the redevelopment project are necessary for the preservation of the public peace, property, health, safety, morals and welfare.

SECTION 2: Upon approval of this ordinance, the City Council may approve such further ordinances as may be necessary and desirable to authorize contracts on behalf of the City with the Washington, Missouri Redevelopment Corporation, such contract(s) to contain the provisions as embodied in the plan. Such contract(s) shall also contain a provision that the applicable provisions of the Urban Redevelopment Ordinance of the City of Washington, being Ordinance No. 6517, shall be incorporated by reference into such contract, and shall also include a provision that the terms, conditions or provisions of the contract can be neither modified nor eliminated except by mutual agreement between the City and the Washington, Missouri Redevelopment Corporation.

SECTION 3: A copy of the development plan amendment hereby approved is attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____
Date:

ATTEST: _____
City Clerk

President of City Council

Approved: _____
Date

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Exhibit A

WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION

**THE DEVELOPMENT PLAN FOR THE ACQUISITION OF AN INDUSTRIAL TRACT
TO BE KNOWN AS THE RICHARD OLDENBURG INDUSTRIAL PARK**

WHEREAS, the Washington, Missouri Redevelopment Corporation has acquired a contract for the acquisition of a property from Watermann Farms, Inc., to be known as the Richard Oldenburg Industrial Park; conditioned upon the approval of the City of Washington, Missouri, pursuant to its urban redevelopment code.

NOW, THEREFORE, the development plan described below, as required by the Washington City Code provisions relating to urban redevelopment, is hereby set out as follows:

- (a) **Legal description:** The Waterman Farm consisting of approximately 115 acres, and including Lot 1 (5.57 acres), Lot 3 (36.20 acres) and unplatted area (70.80 acres) [Lot 2 (25 acres) is to be retained by Seller, Watermann Farms, Inc.], all as described more particularly in the preliminary plat of Richard Oldenburg Industrial Park attached hereto as Exhibit A, and incorporated herein by this reference.
- (b) **Stages of the project:**
- (1) Planning, engineering in management. Estimated time frame approximately 8 months or more; rough cost estimate for survey, phase 1 and other engineering is approximately \$200,000.
 - (2) Grading and construction of infrastructure for development on site, and extension of utilities upon the site. Estimated cost for grading and infrastructure is approximately \$50,000 per acre. In addition, the approximate cost for acquisition of the Waterman farm is \$3,421,250, subject to a per acre adjustment, plus or minus, based on final acres including within the survey, as compared to the estimate of 115 acres, plus closing costs. All such costs are anticipated to be included within the selling price of the industrial lots. It is contemplated that application will be made for state and/or Federal grants which may cover approximately 75% of infrastructure costs. Estimated time frame for construction of infrastructure and grading is 60 to 120 months.
 - (3) Sale or lease of lots to industrial prospects. Estimated selling price of lots is currently \$60,000 per acre, subject to negotiations.
- (c) **Property to be demolished:** None.
- (d) **Building renovation:** None.
- (e) **New construction:** No specific buildings are proposed for construction at the present time. New construction will be limited to grading and installation of infrastructure.
- (f) **Amenities:** Buffer zones, stormwater detention areas, conservation easements and similar amenities and features will be considered in the development stages of the project, as appropriate given the character of the area.

(g) Property for public agencies: The real property in question is proposed to be deeded to the Washington, Missouri Redevelopment Corporation for potential sale or lease to industrial prospects are summarized in Item (m) below. Other than rights of way for roads, no specific portions of the property are proposed at this time to be permanently set aside to public agencies.

(h) Zoning changes: The property to be acquired will be annexed into the City of Washington and zoned as M-2 Industrial District. No zoning change is contemplated concerning the intended use for industrial purposes.

(i) Street changes: Secondary roads will be constructed within the development, to include an additional access to Missouri Highway 100. Financing for some of these improvements is expected to be as per Item (m) below, and/or by state and Federal grants.

(j) Dwelling accommodations: None.

(k) Housing and business relocation: None.

(l) Proposed Housing: None.

(m) Financing: The proposal is expected to be financed as follows:

i.	Estimated purchase price for the ground, subject to per acre adjustment:	3,421,250
ii.	Right of Way and Storm Water areas – 9.2 acres at \$29,750 per acre (Capital Improvement and Sales Tax Funds):	\$273,700
iii.	Purchase of Conservation Easement by City of Washington - \$29,750 times 14 acres:	<u>(\$415,500)</u>
iv.	Net short-fall to be financed by a note payable by the Washington, Missouri Redevelopment Corporation to the City of Washington, Missouri, interest to be assessed at the rate the City of Washington earns on its depository banking contract or earned on excess funds whichever is higher. This rate fluctuates and may change as rates change but is currently at .51 percent:	<u>\$2,731,050</u>

The Washington, Missouri Redevelopment Corporation will repay, over the life of the project, such funds upon subsequent sale of industrial tracts by the Corporation on a per sale basis, to include all out-of-pocket costs of development. Any sale proceeds received from the sale of

industrial lots over those sums necessary to secure partial deeds of release from the financing documents shall be retained by the Washington, Missouri Redevelopment Corporation to be utilized for such economic development projects and expenses as may be approved by the Board of Directors of the Washington, Missouri Redevelopment Corporation.

(n) Management: The Washington, Missouri Redevelopment Corporation will coordinate the project, including any and all efforts to sell or lease the property. The registered agent for the Washington, Missouri Redevelopment Corporation is Robert A. Zick, 438 West Front Street, P.O. Box 2114, Washington, Missouri 63090.

(o) Eminent domain: No use of the power of eminent domain is contemplated with respect to this proposal at this time.

(p) Eminent domain on behalf of proponents of plan: Not applicable.

(q) Assignment of plan: The City of Washington shall have full power to approve by ordinance all assignments of the development plan in order to insure proper management of the redevelopment project.

(r) Certificate of incorporation: A copy of the certification of incorporation of the Washington, Missouri Redevelopment Corporation is attached hereto as Exhibit B and is incorporated herein by reference.

(s) Other information:

(1) The property which is the subject of this development plan is blighted, as that term is defined within the Urban Redevelopment Ordinance of the City of Washington, because the property in its present state is unable to pay reasonable taxes, when compared to similarly situated tracts or real estate which have undergone adequate design, and have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes.

(2) Written notice of the filing of this development plan has been provided to the owners of the fee interests in the property subject to this development plan by depositing such notice in the regular United States Mail, postage prepaid, at the addresses stated in the Offices of the Recorder of Deeds of Franklin County, Missouri, or such other addresses as may constitute the current addresses of such parties, as set out more fully below:

(i) Watermann Farms, Inc.
% Larry Watermann
7066 Hwy 100 West
Washington, Missouri 63090

(3) For additional purposes, the public hearing to be conducted by the Planning and Zoning Commission of the City of Washington will occur at 7 p.m. on the 11th day of October, 2021 in the Council Chambers of Washington City Hall, 405 Jefferson Street, Washington, Missouri 63090.

PRELIMINARY PLAT RICHARD OLDENBURG INDUSTRIAL PARK

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 16,
TOWNSHIP 44 NORTH, RANGE 11 WEST OF THE 5TH PRINCIPAL MERIDIAN,
FRANKLIN COUNTY, MISSOURI



NO.	ACRES	FRONT FEET	DEPTH FEET	AREA SQ. FT.
1	1.25	100	100	10,000
2	1.25	100	100	10,000
3	1.25	100	100	10,000
4	1.25	100	100	10,000
5	1.25	100	100	10,000
6	1.25	100	100	10,000
7	1.25	100	100	10,000
8	1.25	100	100	10,000
9	1.25	100	100	10,000
10	1.25	100	100	10,000



FOR REVIEW

PRELIMINARY PLAT
RICHARD OLDENBURG INDUSTRIAL PARK
FRANKLIN COUNTY, MISSOURI

COCHRAN	LUCKRAN
Surveyors	Surveyors
1000 N. 1st St., St. Louis, Mo. 63102	1000 N. 1st St., St. Louis, Mo. 63102

EXHIBIT A

Exhibit B

STATE OF MISSOURI



ROY D. BLUNT
SECRETARY OF STATE

CORPORATION DIVISION
CERTIFICATE OF INCORPORATION

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
WASHINGTON, MISSOURI REDEVELOPMENT CORPORATION

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF THE GENERAL AND BUSINESS CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE
OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO
HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY
ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND
PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL AND
BUSINESS CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
25TH DAY OF AUGUST, 1986.

Roy D. Blunt
Secretary of State

ST-3-00





October 18, 2021

Re: Industrial Park Purchase

Honorable Mayor & City Council
405 Jefferson Street
Washington, MO 63090

Dear Mayor & City Council Members,

On your agenda tonight are two ordinances pertaining to the development of the Richard Oldenburg Industrial Park. One approving the loan request to close on the Watermann Farm, and one to approve the development plan and acquisition of the property for the 353 Redevelopment Corporation.

The contract pertains to 115 acres to be purchased at \$29,750 / acre totaling a sale contract of **\$3,421,250**. The 353 Redevelopment Corporation is requesting a loan amount of **\$2,419,547**. The funding breakdown and total loan amount is as follows:

Item	Fund	Amount
Waterman Farm Contract	General Fund	\$3,421,250
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ROW/Detention (9.2 acres)	Capital Improvement Fund	-\$273,700
South Point Sale Transfer	Reserves	-\$311.503
Total Loan Request	General Fund	\$2,419,547

The current 2021-2022 has \$3,451,050 budgeted for this project, allowing us to move forward without a budget amendment.

Feel free to reach out with any questions,

Sal Maniaci
Community and Economic Development Director



October 11, 2021

Honorable Mayor and City Council
Washington City Hall
405 Jefferson Street
Washington, Missouri 63090

Re: *Development Plan for the Acquisition of an Industrial Park to be known as the Richard Oldenburg Industrial Park and the Purchase of Land from Waterman Farms, Inc.*

Dear Honorable Mayor and Council Members:

At the regular meeting of the Planning and Zoning Commission of the City of Washington dated, October 11, 2021, a public hearing was held at 7:30 p.m., at which time the redevelopment plan for the Acquisition of an Industrial Park to be known as the Richard Oldenburg Industrial Park and the Purchase of Lane from Waterman Farms, Inc. was discussed and considered by the Planning Commission.

At that time, the Commission found and determined as follows:

(a) The area within which the foregoing redevelopment project is to occur is blighted, as that term is defined within the Urban redevelopment Ordinance of the City of Washington, because the property, in its present state, is unable to pay reasonable taxes, when compared to similarly situated tracts of real estate which have undergone adequate design, and which have undergone planning which takes into account the industrial potential and ability of such tracts to pay significant taxes. It was further found, by reason of the fact that the property is blighted in such fashion, that the development plan is necessary and advisable to effectuate the public purposes of the Urban Redevelopment Ordinance of the City of Washington, and in order to promote economic development and health, safety and welfare of the citizens of the City of Washington.

(b) The development plan is consistent with and in accord with the master plan of the City of Washington.

(c) The area of the tract is sufficient to allow its redevelopment in an efficient and economically satisfactory manner.

(d) The various stages of the plan, as set out in the plan itself, are practical and in the public interest.

(e) As there will be no persons displaced by the redevelopment project and, therefore, no undue hardship will inure to any persons.

(f) Adequate provision has been made for public facilities with respect to the redevelopment plan.

(g) There are no changes in the zoning of the tract and, therefore, there is no adverse impact created by the proposed use of said tract.

(h) No condemnation will occur by virtue of said plan.

As a result of the foregoing, motion was made, seconded, and duly passed that the Planning and Zoning Commission recommend to the City Council that the amendment to the redevelopment plan for the tract be approved by the City Council.

This report has been filed with the City Clerk, as required by the Urban Redevelopment Ordinance.

Respectfully submitted,



Thomas Holdmeier, Chairman
Planning and Zoning Commission

RAZ:mmw

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR KOSSMANN'S SOUTHSIDE SUBDIVISION, PLAT 3, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the City of Washington, Missouri; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in the City of Washington, Missouri is hereby approved.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

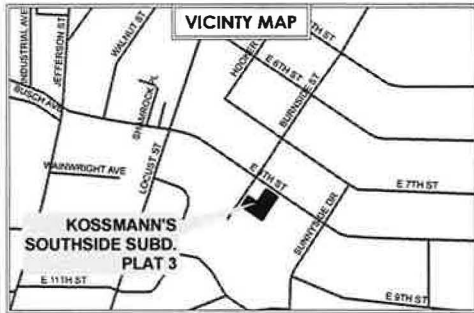
ATTEST: _____
City Clerk

Mayor of Washington, Missouri

"Exhibit A"

KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 3

A RESUBDIVISION OF LOT 14R OF KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 2, LOCATED IN THE SE 1/4 OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



Certificate of Ownership

We, the undersigned owners of the tract of land shown hereon have caused the same to be surveyed and subdivided in the manner shown and said subdivision shall henceforth be known as "KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 3".

LNE, LLC _____ DATE _____
 BY: _____

STATE OF MISSOURI
 COUNTY OF FRANKLIN

On this _____ day of _____ in the year _____ before me, the undersigned notary public, personally appeared _____ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.
 In witness whereof, I hereunto set my hand and official seal.

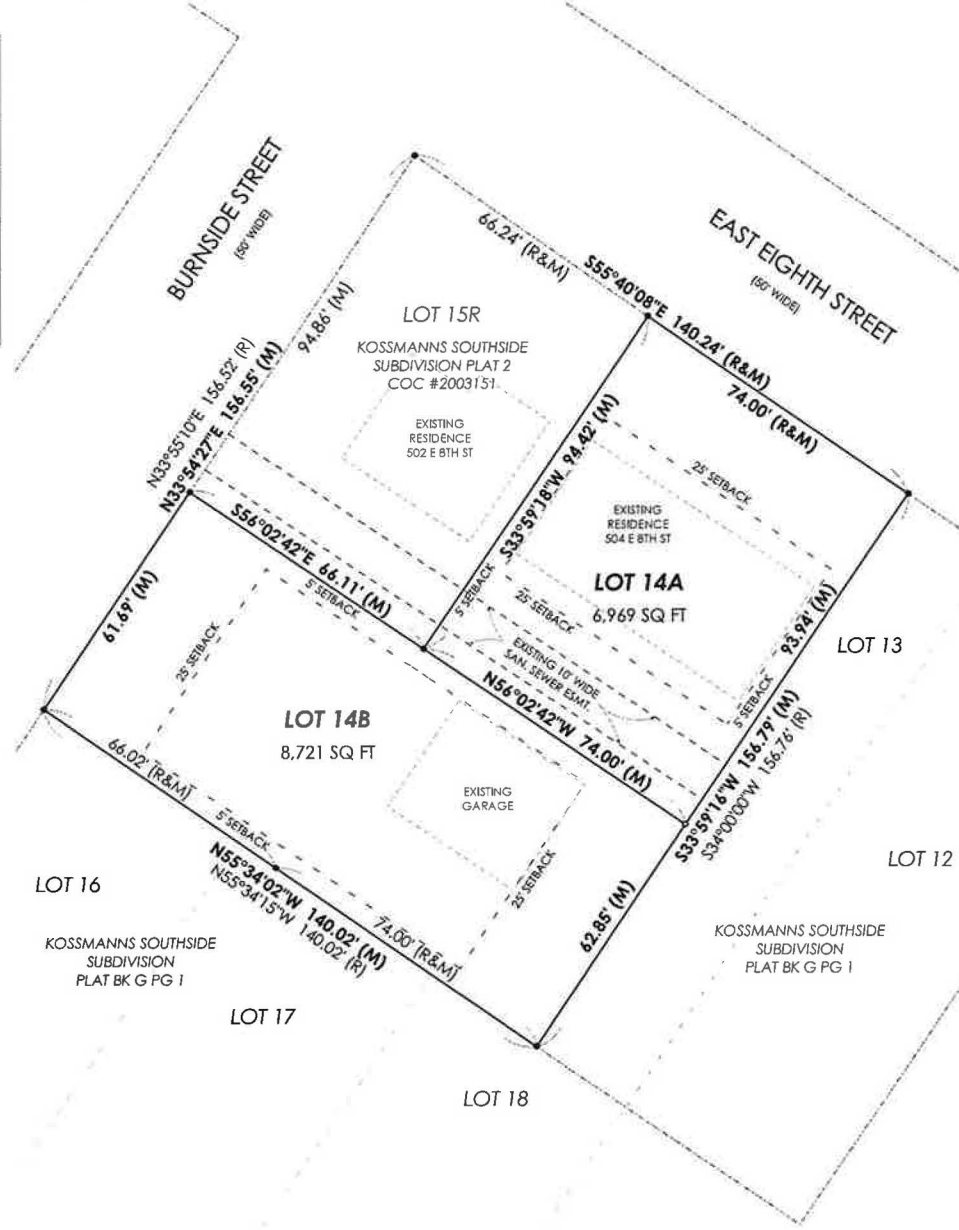
Notary Public
 Print Name: _____
 My commission expires: _____

I, Sheri Klekamp, City Clerk for and within the City of Washington, Missouri do certify that the above plat of KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 3, was approved by the City of Washington, Missouri by Ordinance No. _____ Passed and approved the _____ day of _____, 2021.

Sheri Klekamp
 City Clerk, City of Washington, MO

I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being sworn depose and say that I am familiar with the land belonging to LNE, LLC and subdivided as "Kossmann's Southside Subdivision Plat 3" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

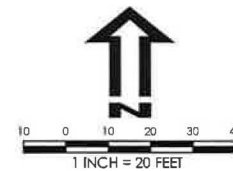
Doug Trentmann, Collector of Revenue
 Franklin County MO



Legal Description of Kossmann's Southside Subdivision Plat 3

A tract of land tract located in the SE 1/4 of Section 22, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri, being all of Lot 14R of Kossmann's Southside Subdivision Plat 3, a subdivision recorded in the Franklin County Recorder of Deeds Office as Document #2003151.

Subject to any and all easements, restrictions, conditions, etc. of record.



- FOUND IRON ROD/PIPE
- SET IRON ROD/CAP

NOTES:

1. North derived from the bearings of record of the plat of Resubdivision of Lots 15, 14 & the West 30' of Lot 13 of Kossmann's Southside Subdivision, a subdivision recorded in Plat Book P, Page 1679 in the Franklin County Recorder of Deeds office.
2. Deed of record for the subject property is Document #2003385 as recorded in the Franklin County Recorder's Office.
3. Property is zoned R-1B.
4. This survey meets the Accuracy standards for "Urban Property".
5. Subject to any and all easements, restrictions, conditions, etc. of record.

KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 3
A RESUBDIVISION OF LOT 14R OF KOSSMANN'S SOUTHSIDE SUBDIVISION PLAT 2, LOCATED IN THE SE 1/4 OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 1 WEST OF THE 5TH P.M., CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
SURVEY PREPARED FOR: LNE LLC SITE OF SURVEY: 504 E 8TH ST WASHINGTON MO 63090 DATE OF DRAWING: 09/23/2021
State of Missouri) County of Franklin) SS
This is to certify to LNE LLC, that we have during the month of September, 2021, executed a survey and subdivision of a tract of land being Lot 14R of Kossmann's Southside Subdivision Plat 2, located in the SE 1/4 of Section 22, Township 44 North, Range 1 West of the 5th P.M. in the City of Washington, Franklin County, Missouri, to the best of my knowledge and belief this plat represents a true and accurate record of said survey and was executed in accordance with the current "Minimum Standards" for Property Boundary Surveys of the Missouri Department of Insurance, Financial Institutions and Professional Registration, Division of Land Survey, Witness my original signature and seal this 23rd day of September, 2021.
 Kurt J. Muser, PLS #1852 Professional Land Surveyor State of Missouri PO Box 343 Washington MO 63090

MUSER AND ASSOCIATES LAND SURVEYING KURT MUSER REGISTERED LAND SURVEYOR 204 OAK ST WASHINGTON MO 63090 636-239-1247


BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BOUNDARY ADJUSTMENT FOR PART OF LOT 1 AND ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2 AND PART OF U.S. SURVEY 1925, ALL IN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the plat, attached as "Exhibit A" demonstrating the boundary adjustment in the City of Washington, Missouri has been submitted to the City for approval; and

WHEREAS, said plat meets the requirements of the applicable ordinances of the City of Washington, Missouri; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The boundary adjustment as shown in the attached "Exhibit A" in the City of Washington, Missouri is hereby approved.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

President of City Council

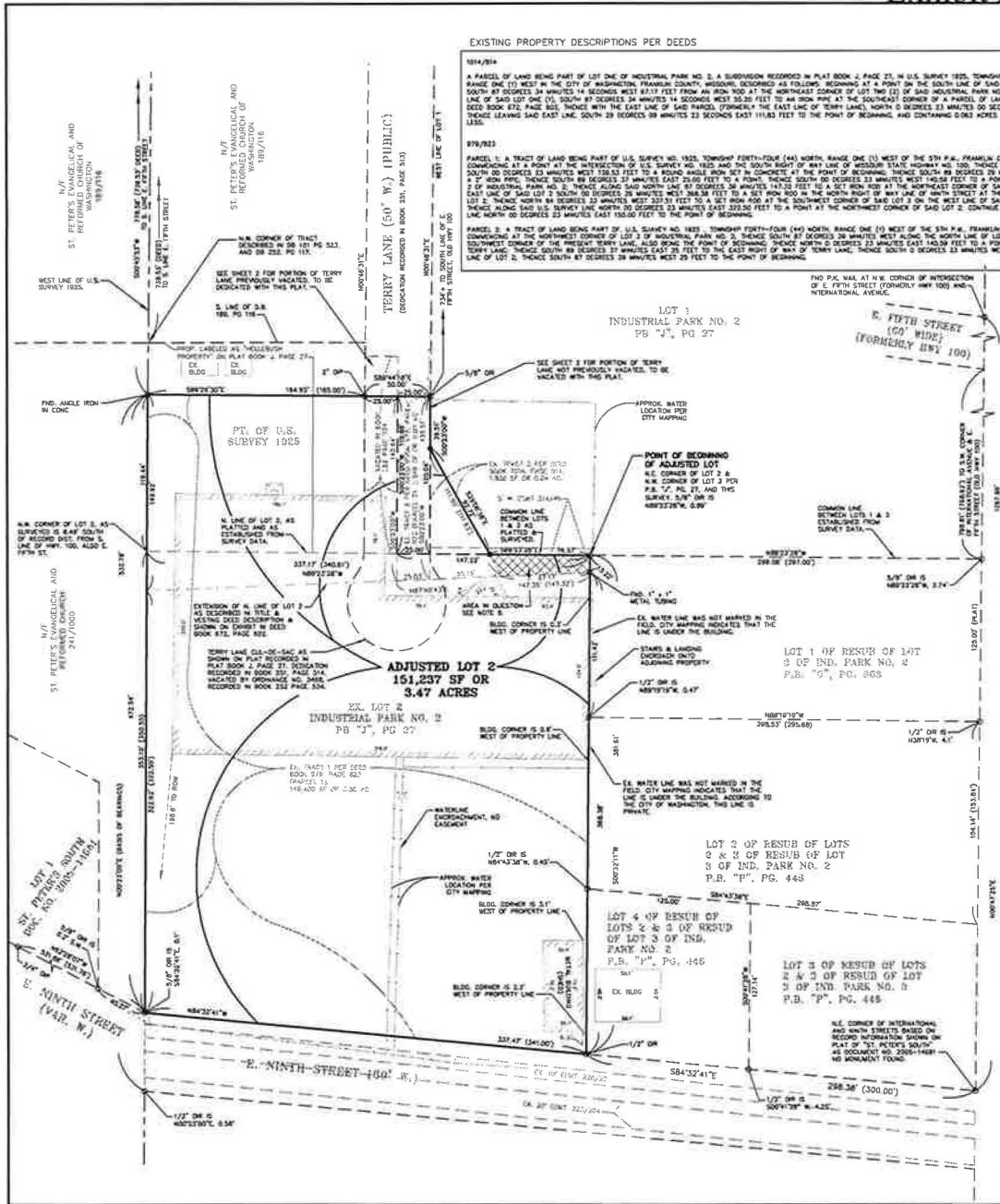
Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

"Exhibit A"

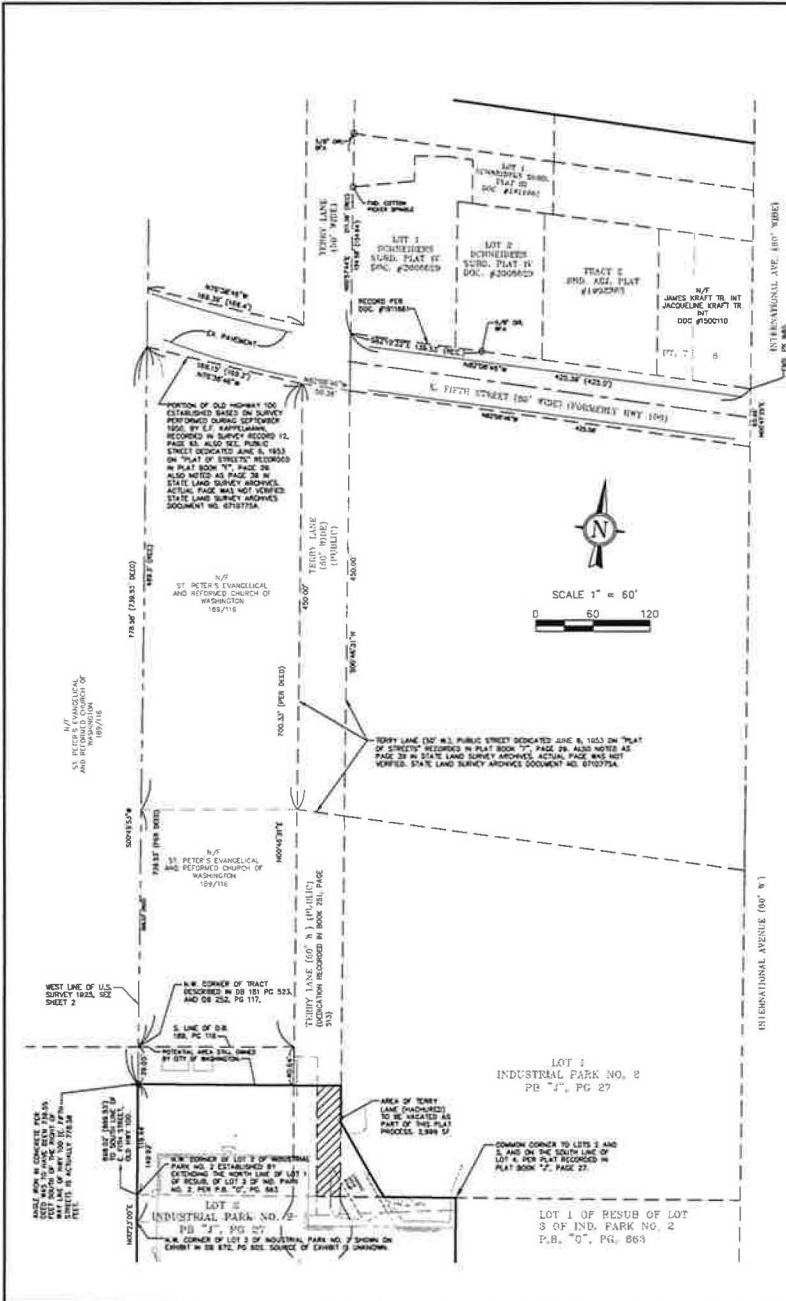
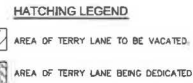
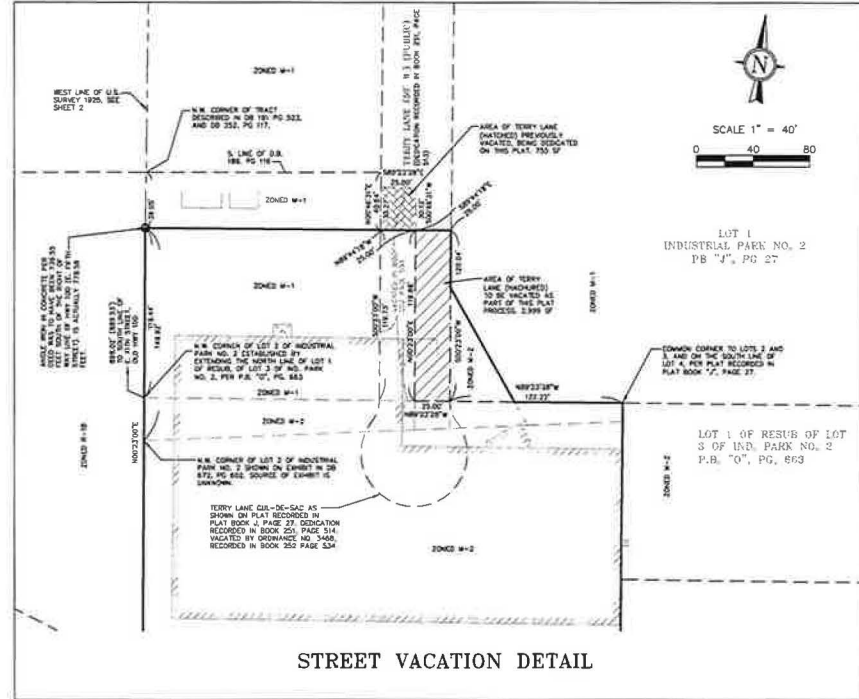
BOUNDARY ADJUSTMENT OF PART OF LOT 1 & ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2 AND PART OF U.S. SURVEY 1925, ALL IN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



EXISTING PROPERTY DESCRIPTIONS PER DEEDS
A PARCEL OF LAND BEING PART OF LOT ONE OF INDUSTRIAL PARK NO. 2...
A TRACT OF LAND BEING PART OF U.S. SURVEY NO. 1925...
A TRACT OF LAND BEING PART OF U.S. SURVEY NO. 1925...
ADJUSTED LOT 2 151,237 SF OR 3.47 ACRES
LOT 1 OF INDUSTRIAL PARK NO. 2
LOT 2 OF RESUB OF LOTS 1 & 2 OF INDUSTRIAL PARK NO. 2
LOT 4 OF RESUB OF LOTS 2 & 3 OF RESUB OF LOT 2 OF IND. PARK NO. 2
LOT 3 OF RESUB OF LOTS 2 & 3 OF RESUB OF LOT 2 OF IND. PARK NO. 2
LOT 3 OF IND. PARK NO. 2
LOT 3 OF IND. PARK NO. 2
LOT 3 OF IND. PARK NO. 2
NOTARY PUBLIC
STATE OF MISSOURI
COUNTY OF WASHINGTON
IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 10th DAY OF APRIL 2021.

BOUNDARY ADJUSTMENT OF

PART OF LOT 1 & ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2 AND PART OF U.S. SURVEY 1925, ALL IN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI



M. J. Smith
10/6/2021



BOUNDARY ADJUSTMENT PLAT
801 TERRY LANE
BUESCHER DITCH & ASSOC., INC.
 CIVIL ENGINEERING AND SURVEYING
 2 EAST FIFTH STREET, SUITE 200
 WASHINGTON, MISSOURI 63090
 PH. (314) 238-8535
 FAX (314) 238-7681

DATE	NO.	FOR	REVISIONS	DRAWN BY	CHECK BY	DATE	JOB NO.	SHEET NO.
8/9/21	1	PER	ATTORNEY					
10/6/21	2	CITY	SIGNATURE REVISION					

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE
EXECUTION OF A QUIT CLAIM DEED BY AND BETWEEN
THE CITY OF WASHINGTON, MISSOURI AND 801 TERRY
LANE, LLC

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Quit Claim Deed by and between the City of Washington, Missouri and 801 Terry Lane, LLC, a copy of which is marked Exhibit I and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Quit Claim Deed and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

EXHIBIT I

CORRECTIVE QUIT CLAIM DEED

THIS DEED, made and entered into as of the ___ day of _____, 2021, by and between the CITY OF WASHINGTON, MISSOURI, a Missouri municipal corporation ("**Grantor**"), and 801 TERRY LANE, LLC, a Missouri limited liability company ("**Grantee**"), having a mailing address of 825 Green Bay Road, Suite 100, Wilmette, IL 60091.

WITNESSETH:

WHEREAS, pursuant to a General Warranty Deed, dated August 1, 1988, recorded in Book 532 Page 583 of the Franklin County Records (the "**1988 Deed**"), Grantor conveyed certain real property to Wonder Maid, Inc., which real property is now owned by Grantee; and

WHEREAS, the legal description in the 1988 Deed contained errors and Grantor and Grantee desire to correct such errors by Grantor executing and delivering this Deed.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUIT CLAIM unto Grantee, the following described Real Estate in the County of Franklin, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD, the same, together with all rights and appurtenances to the same belonging unto Grantee, and to the successors and assigns of Grantee forever. So that neither the Grantor, nor its successors and assigns, nor any other person or persons for it or in its name or behalf, shall or will hereafter, claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

GRANTOR:

CITY OF WASHINGTON, MISSOURI,
a Missouri municipal corporation

By: _____
Sandy Lucy, Mayor

ATTEST:

Sherri Klekamp, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF FRANKLIN)

On this ____ day of _____, 2021, before me appeared Sandy Lucy, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the City of Washington, Missouri, a Missouri municipal corporation, and that said instrument was signed on behalf of said municipal corporation pursuant to Ordinance No. _____, and said Sandy Lucy acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

**ADJUSTED LOT 2
LAND DESCRIPTION**

A TRACT OF LAND BEING PART OF LOT 1 AND ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2, A SUBDIVISION RECORDED IN PLAT BOOK "J", PAGE 27 OF THE FRANKLIN COUNTY RECORDS, AND PART OF U.S. SURVEY 1925, ALL WITHIN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF ABOVE SAID LOT 2, FROM WHICH A 5/8" IRON ROD BEARS NORTH 89°23'28" WEST 0.89 FEET; THENCE SOUTH 00°32'11" WEST ALONG THE EASTERLY LINE OF SAID LOT 2 A DISTANCE OF 381.61 FEET TO A FOUND 1/2" IRON ROD SET ON THE NORTHERLY LINE OF EAST NINTH STREET, 60 FEET WIDE; THENCE NORTH 84°32'41" WEST ALONG THE NORTHERLY LINE OF SAID EAST NINTH STREET A DISTANCE OF 337.47 FEET TO THE EASTERLY LINE OF A TRACT OF LAND NOW OR FORMERLY OWNED BY ST. PETER'S EVANGELICAL AND REFORMED CHURCH BY DEED RECORDED IN BOOK 241, PAGE 1000 OF THE FRANKLIN COUNTY RECORDS; THENCE NORTH 00°23'00" EAST ALONG LAST SAID EASTERLY LINE A DISTANCE OF 472.54 FEET TO A FOUND ANGLE IRON IN CONCRETE, SAID POINT BEING ON THE NORTHERLY LINE OF A TRACT OF LAND DESCRIBED AS TRACT 1, IN DEED BOOK 979 PAGE 823; THENCE SOUTH 89°29'30" EAST ALONG LAST SAID NORTHERLY LINE A DISTANCE OF 164.95 FEET TO A FOUND 2" IRON PIPE SET ON THE WESTERLY LINE OF TERRY LANE, 50 FEET WIDE AS VACATED BY CITY OF WASHINGTON ORDINANCE NUMBER 3468 AND RECORDED IN BOOK 252, PAGE 534 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 89°44'18" EAST 25.00 FEET TO THE EASTERLY LINE OF SAID VACATION; THENCE CONTINUING SOUTH 89°44'18" EAST 25.00 FEET TO A FOUND 5/8" IRON ROD SET ON THE EASTERLY LINE OF TERRY LANE AS ESTABLISHED ON AFOREMENTIONED INDUSTRIAL PARK NO. 2 PLAT AND DEDICATED IN DEED BOOK 251, PAGE 513 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 00°23'00" WEST ALONG THE EASTERLY LINE OF SAID TERRY LANE A DISTANCE OF 39.51 FEET TO A SET 1/2" IRON ROD SET FOR THE NORTHERN MOST CORNER OF A TRACT OF LAND DESCRIBED AS TRACT 3 IN DEED BOOK 1014, PAGE 814 OF THE FRANKLIN COUNTY RECORDS; THENCE SOUTH 29°06'38" EAST ALONG THE NORTHEASTERLY LINE OF SAID TRACT 3 A DISTANCE OF 92.72 FEET TO A SET 1/2" IRON ROD SET FOR THE NORTHERLY LINE OF AFOREMENTIONED LOT 2; THENCE SOUTH 89°23'28" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 76.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.47 ACRES MORE OR LESS.

ALSO DESCRIBED AS:

ADJUSTED LOT 2 OF THE BOUNDARY ADJUSTMENT OF PART OF LOT 1 & ALL OF LOT 2 OF INDUSTRIAL PARK NO. 2 AND PART OF U.S. SURVEY 1925, ALL IN U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK ____ PAGE ____ OF THE FRANKLIN COUNTY, MISSOURI RECORDS.

EXHIBIT A

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF TERRY
LANE IN THE CITY OF WASHINGTON, MISSOURI

WHEREAS, it has been shown that it would not inconvenience the public or the citizens of the City of Washington, Missouri to discontinue as a right-of-way for a public street such street as described in Section 1 of this Ordinance, subject to a reservation in the City of an easement in that portion vacated for the maintenance, repair, location and relocation of all sanitary sewer, surface water sewer or public utility facilities now existing or hereafter to be constructed within said right-of-way.

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

Section 1. The City Council of the City of Washington, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way for a public street and forever vacate the following described street in said City, subject to the reservation in the City of the easement mentioned in Section 2 of this Ordinance:

A PORTION OF TERRY LANE DEDICATED BY DOCUMENT RECORDED IN DEED BOOK 251, PAGE 513 AND AS SHOWN ON INDUSTRIAL PARK NO. 2, A SUBDIVISION RECORDED IN PLAT BOOK "J", PAGE 27, BOTH IN THE FRANKLIN COUNTY RECORDS, AND BEING PART OF U.S. SURVEY 1925, TOWNSHIP 44 NORTH, RANGE 1 WEST, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF THE ABOVE SAID INDUSTRIAL PARK NO. 2; THENCE NORTH 89°23'28" WEST ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 122.22 FEET TO THE SOUTHEAST CORNER OF TERRY LANE, FORMERLY 50 FEET WIDE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF TERRY LANE TO BE VACATED; THENCE NORTH 89°23'28" WEST CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 2 A DISTANCE OF 25.00 FEET TO THE EASTERLY LINE OF A PORTION OF TERRY LANE VACATED BY CITY OF WASHINGTON ORDINANCE NO. 3468, RECORDED IN DEED BOOK 252, PAGE 534 OF THE FRANKLIN COUNTY RECORDS; THENCE NORTH 00°23'00" EAST ALONG THE EASTERLY LINE OF SAID VACATED TERRY LANE, A DISTANCE OF 119.88 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY MEINERS FAMILY L.P., BEING PARCEL 1 RECORDED IN DEED RECORDED IN BOOK 979, PAGE 823 OF

THE FRANKLIN COUNTY RECORDS; THENCE DEPARTING THE EASTERLY LINE OF SAID VACATED TERRY LANE SOUTH 89°44'18" EAST 25.00 FEET TO THE EASTERLY LINE OF TERRY LANE; THENCE SOUTH 00°23'00" WEST ALONG THE EASTERLY LINE OF SAID TERRY LANE A DISTANCE OF 120.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,999 SQUARE FEET MORE OR LESS.

Section 2. All of that portion of the above vacated property is hereby retained as a perpetual easement or right-of-way for the construction, maintenance, repair, relocation and operation of sanitary sewers, surface water drainage, and all public utility facilities, and no permanent buildings or structures shall be located within or upon said easement without the prior written consent of the City.

Section 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Section 2 of this Ordinance, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance in the right-of-way vacated.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____
City Clerk

President of City Council

Approved: _____

ATTEST: _____
City Clerk

Mayor of Washington, Missouri

Items that **CANNOT** be Placed in Bulk Trash:



Car Parts



Prescription Drugs



Light Bulbs



Fireworks



Sharps



Hazardous Material



Batteries



Construction Material



WASTE CONNECTIONS

Connect with the Future

WASHINGTON CITY-WIDE BULK PICK-UP

- ❖ Bulk items will be collected for **FREE** October 25th-29th on your usual pick-up day. Please set items to the curb by 6:00 am and in an orderly fashion. We do not pick up any move outs or evictions.
- ❖ Service is only available to **RESIDENTS** of Washington – **NOT BUSINESSES**
- ❖ Below are examples of common **BULKY ITEMS**:
 - Refrigerators
 - Stoves
 - Washers
 - Dryers
 - Couches
 - Tables
 - Televisions
 - Mattresses
 - Lawn Mowers (must have gas & oil removed)
- ❖ Thank you for promoting public health and preventing fires, sickness, and other hazards!



Waste Connections

12581 State Highway H
Richwoods, MO 63071

www.wasteconnectionsmo.com

Phone: 636-321-2100

E-mail:

wasteconnectionsmo@wasteconnections.com





City to Pick Up Leaves in Two Rounds

City of Washington Crews will conduct two rounds of leaf pickups for residents this year (2021).

-The first round is scheduled to Start **November 1st** and continue until each street has been picked up one time.

-The second round is scheduled to Start **November 29th** and continue until each street has been picked up one time.

In both rounds crews will start picking up leaves on the east side of town and proceed to the west. **If the leaves are not out on the day we are in your area, we will not come back to pick them up on the first round but will get them on the second round. If the leaves are not out on the day we are by on the second/last round, we will not be back!**

Residents are asked to rake their leaves to the curb, but not place them in the streets, gutters or on sidewalks.

Residents are also asked to not park vehicles near the piles of leaves to make it easier for crews to pick them up. **If vehicles are parked on or too close to the pile those leaves will be left and picked up on the second round as long as the vehicle is moved.**



REMINDER: You can also bring your leaves to the Recycle Center at 400 Recycle Dr., if you miss the curbside pickup. Below are the hours for the Recycle Center.

Monday – Closed

Tuesday – 10:00 am – 6:00 pm

Wednesday - 10:00 am – 6:00 pm

Thursday - 10:00 am – 6:00 pm

Friday – 8:00 am – 4:00 pm

Saturday – 8:00 am – 4:00 pm