

**SPECIAL MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, APRIL 15, 2024
 (IMMEDIATELY FOLLOWING REGULAR COUNCIL MEETING)
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Oath of Office - Newly Elected Officials
 Roll Call / Pledge of Allegiance

Approval and Adjustment of Agenda including Consent Agenda

Need Motion/Mayor

Memo

a. Final Payment Request - Auditorium Tuckpointing & Masonry Work

2. PRIORITY ITEMS:

- a. Election of Mayor Pro Tem
- b. Election of Council Member to P&Z Commission
- c. Election of Council Member to 353 Redevelopment Corporation
- d. Election of Board of Health

Nomination by City Council/Vote
 Nomination by City Council/Vote
 Nomination by City Council/Vote
 Nomination by City Council/Vote

Mayor's Presentations, Appointments & Reappointments

- e. Proclamation - Arbor Day
- f. Proclamation - National Day of Prayer
- g. Proclamation - National Public Safety Telecommunicator Week
- h. Planning & Zoning Reappointment
- i. Police Department Reappointment
- j. Treasurer/Collector, Deputy Treasurer/Assessor Reappointments

Mayor
 Mayor
 Mayor
 Approve/Mayor Memo
 Approve/Mayor Memo
 Approve/Mayor Memo

3. PUBLIC HEARINGS:

- a. Special Use Permit – 331 Olive Street – Short Term Rental
- b. An ordinance granting a Special Use Permit to utilize 331 Olive Street as a Short-Term Rental in the City of Washington, Franklin County, Missouri.

Accept Into Minutes Memo
 Read & Int/Read/Vote/Mayor

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- a. An ordinance authorizing and directing the execution of a Residential Sale Contract and Amendment to Sale Contract by and between the City of Washington, Missouri and Myles Branch.
- b. An ordinance amending Section 400.080 of the Code of the City of Washington, Missouri.

Read & Int/Read/Vote/Mayor Memo
Read & Int/Read/Vote/Mayor Memo

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. 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).

Roll Call Vote

13. INFORMATION:

- a. Washington Regional Airport Flights per Day
- b. Washington Regional Airport Fuel Tracking

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, APRIL 11, 2024

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov



April 15, 2024

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

RE: Final Payment Request – Patke Restoration

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Auditorium tuckpointing and masonry work. The project is completed per the specifications and documents, and as such, I am asking that you consider granting Patke Restoration's request for final payment in the amount of \$48,515.00.

As always, if you have any questions, concerns or need additional information, please advise.

Respectfully submitted,

Wayne Dunker

Wayne Dunker MA, CPRP
Director of Parks & Recreation

Attachment - 1



FINAL PAYMENT REQUEST

TO: City Council

NAME OF PROJECT: Auditorium Tuckpointing & Masonry Work

OWNER: CITY OF WASHINGTON

CONTRACTOR: Patke Restoration

THE FOLLOWING FINAL PAYMENT IS HEREBY REQUESTED TO BE MADE TO THE CONTRACTOR:

Contract Price.....	\$44,905.00
Change Order.....	\$4,760.00
Unused Allowance.....	-\$1,150.00
Previous Payments.....	\$0.00
Final Payment.....	\$48,515.00

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

Patke RESTORATION

PO Box 250
Washington MO 63090

Invoice

Date	Invoice #
2/21/2024	569

Bill To
City of Washington 405 Jefferson Street Washington MO 63090

Project No.	Terms	Project
2023-991	Net 30	Auditorium Masonry

QTY.	Description	Rate	Amount
1	Base Bid Contract Sum	44,905.00	44,905.00
1	Change Order #1	4,760.00	4,760.00
1	Minus Unused Allowance	-1,150.00	-1,150.00
			0.00
		TOTAL	48,515.00

Balance Due	\$ 48,515.00
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CITY COUNCIL APPOINTMENTS

- 2a. Election of Mayor Pro Tem

- 2b. Election of Council Member to P&Z Commission

- 2c. Election of Council Member to 353 Redevelopment Corporation

- 2d. Election of Board of Health

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

Arbor Day

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, The Tree City USA program sponsored by The National Arbor Day Foundation provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities that more than 93 million Americans call home; and

WHEREAS, The City of Washington has been a "Tree City for the past 19 years; and

WHEREAS, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, Trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

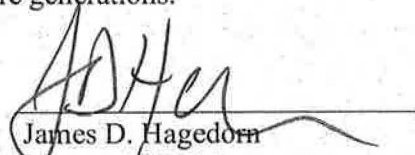
WHEREAS, Trees wherever they are planted are a source of joy and spiritual renewal.

NOW, THEREFORE, I James D. Hagedorn, Mayor of the City of Washington do hereby proclaim April 20, 2024, as

Arbor Day

in the City of Washington and urge all our citizens to support efforts to protect our trees and woodlands and to support our City's Urban Forestry Program by planting trees to gladden the heart and promote the wellbeing of present and future generations.




James D. Hagedorn
Mayor of Washington, Missouri

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

NATIONAL DAY OF PRAYER

WHEREAS, Throughout history, Americans have faced trials and triumphs, and have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling to the Light in times of darkness and spread light to those in need; and

WHEREAS, From the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, "the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world..." and carried on to present day in Presidential Proclamations such as last year's invitation to "join him in asking for God's continued guidance, mercy and protection."; and

WHEREAS, A National Day of Prayer has been a part of our heritage since it was declared by the First Continental Congress in 1775 and Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as the National Day of Prayer; and

WHEREAS, in our state and across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme "Lift Up the World, Light Up the World"; and

WHEREAS, every first Thursday on the National Day of Prayer neighbors come together to join their hearts and voices in reading sacred Scriptures and attending services to seek God for the city and country where we live, learn, work, worship, service, and desire all to thrive; and


Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington do hereby proclaim May 2, 2024, as a

NATIONAL DAY OF PRAYER

throughout the City of Washington and I commend this observance to all our citizens.



In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri, this 15th day of April 2024.


James D. Hagedorn
Mayor

Mayor's Proclamation

CITY OF WASHINGTON, MISSOURI

National Public Safety Telecommunicators Week

April 14-20, 2024

- Whereas*, emergencies can occur at any time that require police, fire or emergency medical services; and
- Whereas*, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- Whereas*, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Washington Communications Center; and
- Whereas*, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services and are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and
- Whereas*, Public Safety Telecommunicators of the City of Washington have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and
- Whereas*, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now Therefore, I, James D. Hagedorn, Mayor of the City of Washington, Missouri, do hereby proclaim April 14-20, 2024, as

Telecommunicators Week

in the City of Washington, Franklin County, Missouri in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Washington, Missouri this 15th day of April 2024.



James D. Hagedorn
Mayor



April 9, 2024

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

Chuck Watson – term ending April 2028

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "J. Hagedorn", is written over the typed name.

James D. Hagedorn
Mayor



April 11, 2024

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>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
Daniel Day Police Officer	April 23, 2024	April 23, 2025

Respectfully submitted,

James D. Hagedorn
James D. Hagedorn *sk*
Mayor



POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455

Date: April 11, 2024
To: Mayor Doug Hagedorn
Subject: Reappointment

Honorable Mayor,

I respectfully request that Police Officer Daniel Day be presented to the City Council for reappointment with the Washington Police Department for a one-year term. Officer Day has performed admirably and has proven to be an asset to the department and City of Washington.

NAME	DATE EFFECTIVE	DATE EXPIRES
Officer Daniel Day	April 23, 2024	April 23, 2025

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police



April 10, 2024

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following names for reappointment:

Sherri Klekamp – Treasurer/Collector – term ending April 2025
Darren Lamb – Deputy Treasurer/Assessor – term ending April 2025

Respectfully submitted,


James D. Hagedorn
Mayor

7j



April 9, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0401-Special Use Permit-331 Olive Street-Short Term Rental

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on Monday, April 8th, 2024 the above mentioned Special Use Permit was approved with a unanimous 9-0 vote in favor.

Sincerely,

A handwritten signature in blue 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: April 8, 2024

Re: File #24-0401–Kaitlyn Bueke Short Term Rental Dwelling

Synopsis: The applicant is requesting approval Special Use Permit for a Short-Term Rental Dwelling located at 331 Olive Street

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single Family	R-20
South	Single Family	R-20
East	Single Family	R-1B
West	Single Family	R-20

Analysis:

The applicant is requesting a special use permit to utilize 331 Olive Stret for Short Term Rental Dwelling. The structure is currently a single-family home in an R-2 Single- and Two-Family Overlay District. The special use permit would allow the applicant to accept lodgers for periods of 30 days or less. The rear boundary of the lot is 60 feet from the nearest buffer boundary. This buffer belongs to 516 West Third Street. The home has a one car garage and a 50-foot driveway that can accommodate three car tandem parking with an additional 60 feet of on-street parking without infringing on the parking for other residents.

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.

If approved, there will be a 150-foot buffer surrounding the lot in which no other properties may be allowed to operate as a short-term rental unless the owner of 331 Olive Street does not comply with the conditions of the permit.

Recommendation:

Staff recommend approval of the Special Use Permit to operate a Short-Term Rental Dwelling at 331 Olive Street.



#24-0401

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: 331 Olive Street, Washington MO 63090

Lot: N/A Subdivision: TRACTS PID# 10-5-22.0-2-099-134

Applicant Name: Kaitlyn Beuke Phone: 6366758559

Address of Applicant: 330 Olive Street, Washington MO 63090

Owner: Kaitlyn Beuke; Kaitlyn Randolph maiden name with County Phone: 6366758559

Owner's Address: 330 Olive Street, Washington MO 63090

Current Zoning: R-2 Overlay Proposed Zoning: Special Use STR

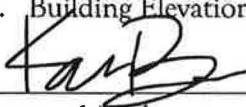
It is proposed that the property be put to the following use: Short term and vacation rental

Lot Size: Frontage 60/90 (feet) Depth 149/ 126 (feet) Number of Stories 1

Number of Units: 1 Number of Off-Street Parking Spaces: 2

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)



 Signature of Applicant

March 12th, 2024

 Date

Kaitlyn Beuke

 Applicant Name Printed

3a

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.

Olive street is located convenient to downtown and is an ideal locaiton for visitors to engage in local activities, events, and patron local businesses. This home is suitable for family visitors and would provide much in-demand short term rental space for

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.

According to the Airbnb website, there are no other full home vacaiton rentals in the general viscinity. There are single room rentals (American Bounty on Front Street) and an apartment style rental (Elbert house on 3rd), neither of which would

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 are no planned events to be hosted on the proposed proerty, rather we propose use of the property as a short term rental to support visitiors attending events hosted in the downtown area.

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

Olive Street intersects front street at the north end and Dubois on the south. Additional traffic volume is not expected as a result of property use as a short-term rental.

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

This is a single family home in a residential area close to downtown. There is not a expected increase in noise or activity related to the proposal.

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 additional hazards or excessive strain on public services or systems are expected.

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

The general appearance will not be impacted-- the property will be regularly maintained and tenants will park off street in the driveway or garage of the 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.

There will be no impact to lighting from the proposed use.

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 expected impact. The property will be regularly maintained and kept in clean and appealing condition.

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 expected impact to hard surface areas from the proposal.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO UTILIZE
331 OLIVE STREET AS A SHORT-TERM 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, Missouri; 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, April 15, 2024, 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 331 Olive Street for a use as a Short-Term 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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Recommendation:

Staff recommend approval of the Special Use Permit to operate a Short-Term Rental Dwelling at 331 Olive Street.



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A RESIDENTIAL SALE CONTRACT AND AMENDMENT TO SALE CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND MYLES BRANCH

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 Residential Sale Contract and Amendment to Sale Contract by and between the City of Washington, Missouri and Myles Branch, a copy of which is marked Exhibit A 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 Sale Contract and Amendment 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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

EXHIBIT

A

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

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Approved by Counsel for St. Louis REALTORS® and by the Bar
Association of Metropolitan St. Louis. To be used exclusively by
REALTOR® members of St. Louis REALTORS®, those issued a use
license by St. Louis REALTORS®, and members of the Bar Association
of Metropolitan St. Louis.

Form # 2090 07/23

21199002

RESIDENTIAL SALE CONTRACT

DATE: April 16, 2024

1. PARTIES AND PROPERTY.

Myles Branch, Buyer(s), agrees to purchase from the undersigned Seller, the following real property in the municipality of (if incorporated) Washington, County of Franklin, Missouri (legal description on Seller's title to govern) being all the real property Seller owns at said address: 302 Lafayette Street, Washington, Missouri 63090

2. INCLUSIONS AND EXCLUSIONS.

Note: This contract, not the Seller's Disclosure Statement, the MLS or other promotional material, provides for what is to be included in this sale. To avoid any misunderstanding, the parties are urged to list as "Included" or "excluded" any items which may be subject to question or unclear as to being considered a "fixture" such as electronic equipment. The purchase price includes all existing improvements on the property (if any) and appurtenances, fixtures and equipment (which Seller guarantees to own free and clear) including:

<u>Access to Property</u>	<u>Kitchen/Cooking Related</u>	<u>Window/Wall Related</u>
All Keys & Remote Entry Controls	Dishwashers & Trash Compactors	Curtain /Drapery Hardware only
Electric Garage Door Openers & Controls	Ovens/Ranges/Stoves and Attachments	Blinds, Shades, Shutters & Awnings
<u>Exterior</u>	Built-in Microwave Ovens	Attached Mirrors & All Bathroom Mirrors
Exterior Lighting, Landscaping & Mailbox	Attached Gas Fired Barbecue Grills	Attached Shelving/Closet Organizers
Invisible Pet Fence Systems & Collars	<u>Electrical, Lighting & TV Related</u>	Screens & Storm Windows
<u>System & Utilities</u>	All Lighting Fixtures & Ceiling Fans	
Built-in Heating, Ventilating & Cooling Systems	Attached TV Antennas	<u>Miscellaneous</u>
Security & Alarm Systems	Attached TV Mounts only	All Articles Now Provided For Tenant Use
Radiator Shields	Flush Mounted Speakers	Remotes for All Included Items
Built-in Plumbing Systems & Fixtures	<u>Fire/Fireplace Related</u>	
Water Softeners & Sump Pump	Artificial Fireplace Logs	
All Window Air Conditioning Units	Attached Fireplace Equipment & Doors	
Central Vacuum System & Attachments	<u>Flooring Related</u>	
	Attached Floor Coverings	

In addition, the following items are included: N/A

The following items are excluded: N/A

3. PURCHASE PRICE.

\$ 235,000 is the total purchase price to be paid as follows:
\$ 5,000 earnest money (\$0 if none stated) (check one) received for delivery to OR to be delivered to U.S. Title, 1381 High St., Ste. 207. Washington, MO 63090 escrow agent within 5 days (3 days if none stated) after "Acceptance Deadline" date. Selling broker to be escrow agent if none specified above.
\$ 0 additional earnest money (\$0 if none stated) to be delivered to escrow agent within N/A days after the "Acceptance Deadline" date (15 days if none stated) or N/A

The balance, including any adjustments set forth in this contract, less any amount of Seller financing or of Seller's loan being assumed as stipulated in this contract, if applicable, is to be paid at Closing by cashier's check, wire transfer or any form acceptable to Closing agent.

Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER SELLER SELLER

Page 1 of 9

43 4. METHOD OF FINANCING.

44 Note: If Buyer's lender or Closing agent cannot fulfill their obligations under the Dodd-Frank Wall Street Reform and
45 Consumer Protection Act and the regulations promulgated by the Consumer Financial Protection Bureau, it may be
46 necessary for the Buyer to request Seller to agree to an extension of the Closing Date.

47 Not Contingent Upon Financing. This contract is not contingent upon financing; however, Buyer reserves the right to finance
48 any portion of the purchase price.

49 Contingent Upon Financing. Buyer agrees to do all things necessary, including, but not limited to the execution of a loan
50 application and other instruments, the payment to the lender of the credit report, appraisal and any other required fees, and to
51 otherwise cooperate fully in order to obtain the financing described below. If Buyer does not deliver written notice, provided
52 by Buyer's lender, to Seller or listing broker, of Buyer's inability to obtain a loan approval on the terms described below on or
53 before _____ (or 30 days after the "Acceptance Deadline" date if none stated) (the Loan
54 Contingency Date) then this condition shall be deemed waived and Buyer's performance under this contract shall thereafter
55 not be conditioned upon Buyer's obtaining financing. If lender will not give Buyer such written notice then Buyer may directly
56 notify Seller or listing broker (on or before the Loan Contingency Date) by providing a notarized affidavit that Buyer has
57 complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such written notice from
58 lender. If Buyer has complied with the terms of this paragraph and has provided timely written notice to Seller or listing broker
59 of Buyer's inability to obtain the loan approval, then this contract shall be terminated with earnest money to be returned to
60 Buyer, subject to paragraph 12.

61 Note: If Loan Contingency Date passes without written notice as outlined above, Buyer remains obligated under this
62 contract. Therefore, Buyer should be certain that he will have the funds to close. If Buyer's performance under this
63 contract is to be independently conditioned upon the property appraising at a specified value, then Buyer should
64 complete and attach to this contract an appropriate appraisal rider.

65 Loan amount: _____ % of the purchase price OR \$ _____

66 Initial interest rate not to exceed: _____ % . Amortization term: _____ years.

67 Other terms (none if blank): _____

68 LOAN TYPE: (Check applicable) Conventional FHA VA Other: _____

69 RATE TYPE: (Check applicable) Fixed Rate Adjustable Rate Other: _____

70 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price OR \$ 0
71 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

72 5. CLOSING AND POSSESSION.

73 Note: All parties are encouraged to use the same title company to reduce risk. If Seller does not close at the same title
74 company as Buyer, or Seller's choice of title company does not have a common underwriter with Buyer's title company,
75 then Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are
76 not protected by the title insurance underwriter.

77 The "Closing" is the exchange of the Seller's deed for the total purchase price. Seller shall be deemed to have received funds when
78 funds are received by Seller or Seller's title company. The Closing of this sale shall take place on

79 August 2, 2024 or any other date that both parties agree in writing. Buyer will close at
80 U.S. Title, the title company which provides title insurance. Regardless of who closes

81 for Buyer, Seller may close at the title company of Seller's choice. Title will pass when the sale is closed. Seller to deliver
82 possession of the property and keys to Buyer no later than (check one only): Closing OR _____ m (time) of

83 _____ (date) but in no event prior to Closing as defined above. All parties agree to sign Closing documents
84 at a time that facilitates this possession. Note: If possession is to be delivered on a day other than Closing, as defined above,

85 parties should complete the appropriate rider. Deed as directed by Buyer. Except for tenants lawfully in possession, Seller
86 warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of

87 possession and delivered to Buyer in its same condition (together with any improvements or repairs required by this contract),
88 ordinary wear and tear excepted, as it was on the date of this contract. Buyers should change locks and codes following possession.

89 Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements.
90 Note: Parties are cautioned to always call to confirm instructions before sending any funds via wire transfer.

91 6. RIDERS. The following riders or supplements are attached hereto and incorporated herein as a part of this contract.

92 Appraisal Rider (Form #2046) Possession by Buyer Prior to Closing (Form #2094)

93 Back-Up Contract (Form #2120) Possession by Seller After Closing (Form #2095)

94 Contingency for Sale and Closing of Buyer's Property (Form #2092) Rental Property Rider (Form #2096)

95 Contingency for Closing of Buyer's Property (Form #2092a) Residential Lease (Form #2118)

96 Condominiums, Villas or Similar Lifestyle Communities (Form #2059) Review of Indentures/Restrictive Covenants (Form #2143)

97 FHA Loan Provision Rider (Form #2135fa) VA Loan Provision Rider (Form #2135va)

98 Other: _____ Other: _____

_____/_____/ Initials BUYER and SELLER acknowledge they have read this page _____/_____/
BUYER BUYER SELLER SELLER

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99 7. **FRANCHISE DISCLOSURE.**

100 Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said
101 Broker(s).

102 8. **TITLE AND SURVEY.**

103 Seller shall transfer title to Buyer by general warranty deed (or fiduciary deed, where applicable), subject to the following:
104 a) zoning regulations; b) leases and occupancy of tenants existing on the date contract is executed by Buyer and disclosed to Buyer
105 in writing before execution of contract by Buyer; c) general taxes payable in the current year and thereafter; d) any lien or
106 encumbrance created by or assumed by Buyer in writing or any easement accepted by Buyer in writing; e) subdivision, use and
107 other restrictions, rights of way and utility easements, all of record, which do not adversely affect the use of the property as it exists
108 for residential purposes at the time of the contract.

109 Check applicable box (whether "Seller to Order, Provide and Purchase Title" or "Buyer to Order, Provide and Purchase
110 Title").

111 **Seller to Order, Provide and Purchase Title.** Note: Any Seller paid title costs set forth below are in addition to any
112 Seller paid costs in Paragraph 4.

113 Not later than _____ days (5 days if none stated) after the "Acceptance Deadline" date, Seller will order a commitment for
114 title insurance to be provided to the Buyer for both an Owner's policy of title insurance and for a lender's policy of title insurance
115 (if required by lender) in the latest ALTA form including mechanics lien coverage from the title company selected in paragraph
116 5. Seller and Buyer authorize and direct the title company to furnish this commitment to the selling and listing broker. Seller
117 shall pay for the title insurance (including title premium and title service charges), at Closing, at a cost not to exceed
118 \$ _____, Buyer to pay title cost exceeding this amount.

119 **Buyer to Order, Provide and Purchase Title.**

120 Buyer may, at Buyer's option and expense, order a title examination and commitment to issue an Owner's and/or lender's policy
121 of title insurance in the latest ALTA form including mechanics lien coverage from the title company specified in paragraph 5.

122 Note: This should be ordered promptly after contract acceptance in order to allow sufficient time to obtain and review
123 documents, and, if necessary, object to defects that may be discovered.

124 Buyer may, at Buyer's option and expense, order a Boundary Survey and Improvement Location ("stake survey") or a Surveyor's Real
125 Property Report (SRPR) of the property to determine if there are any defects, encroachments, overlaps, boundary line or acreage
126 discrepancies, or other matters that would be disclosed on a survey.

127 Note: A "stake survey" is generally required in order to obtain full survey coverage in an Owner's policy of title insurance.
128 A SRPR may or may not disclose all of the defects involving such matters as encroachments, overlaps, boundary line or
129 acreage discrepancies.

130 If any defects are discovered as a result of the title examination, title commitment, or the survey, and if Buyer chooses to act on this
131 contingency, Buyer shall within _____ 20 _____ days (25 days if none stated) after the "Acceptance Deadline" date, furnish a
132 copy of the document evidencing the defect to Seller or listing broker stating, in writing, any title or survey defects that are 1)
133 unacceptable to Buyer; 2) not listed above; and 3) adversely affect the use of the property as it exists for residential purposes at the
134 time of the contract. Failure by Seller or listing broker to receive such objections to title or survey within such time will constitute
135 a waiver by Buyer of any objections to the title so long as Buyer is able to obtain at Closing, an Owner's title insurance policy in
136 the latest ALTA form including mechanics lien coverage. If Buyer does timely object to any title or survey defects, Seller has five
137 (5) days from receipt of Buyer's notice of objection by Seller or listing broker, to agree in writing to correct the defects prior to
138 Closing at Seller's expense. If Seller does not so agree, this contract is terminated unless Buyer, within two (2) additional days,
139 agrees in writing to accept the title and survey "as is". If the contract is terminated in accordance with the provisions of this paragraph,
140 Buyer's earnest money is to be returned, subject to paragraph 12 and Seller agrees to reimburse Buyer's cost to pay for title, survey,
141 inspection(s) and appraisal. Seller shall be responsible for clearing any defects that arise between the date of the contract acceptance
142 and Closing.

143 Note: Easements, subdivision indentures, and government regulations may affect Buyer's intended use of the property.
144 Construction of improvements (for example: a room addition, fence or swimming pool), non-residential use of the property
145 (for example: use of a room for a business), or the right to keep certain vehicles or animals on the property, all may be
146 affected. Buyer is advised to review all easements, government regulations, and subdivision indentures before making an
147 offer to purchase the property if he plans these or similar uses. If Buyer requires assistance in reviewing easements, surveys,
148 indentures, or other matters affecting title or use of the property. Buyer should consult an attorney.

149 9. **ADJUSTMENTS AND CLOSING COSTS.**

150 Adjustments, charges, and Closing costs are agreed to be paid by the parties (subject to Rider #2135tha and current
151 FHA and VA regulations) as follows:

152 **Buyer shall pay for (where applicable):**

- 153 • hazard insurance premium(s) and flood insurance premium, if required by lender;
- 154 • survey and title company charges (for example: Closing, recording, escrow, wire and closing protection letter fees) customarily paid by
155 Buyer, subject to paragraph 8;
- 156 • any charges imposed by lender (for example: appraisal and credit report fees, loan discount points, loan origination fees,
157 funding fees, and other loan expenses), unless specifically agreed to be paid by Seller;

_____/_____/ Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

- 158 • building, termite, and environmental inspections;
- 159 • the fair market value of any heating oil or propane gas in tank(s) on the property at Closing, based on supplier's current charges;
- 160 • real estate compensation to broker per separate written agreement;
- 161 • municipal occupancy permit; and
- 162 • agreed upon repairs.

163 **Seller shall pay for (where applicable):**

- 164 • existing loans on property (if not assumed by Buyer);
- 165 • any expenses of Buyer's loan agreed to in paragraph 4;
- 166 • title company charges (for example: Closing, release, escrow, wire and closing protection letter fees) customarily paid by
- 167 Seller, subject to paragraph 8;
- 168 • municipal, Conservation District and fire district inspection fees;
- 169 • special taxes and special assessments levied before Closing;
- 170 • real estate compensation to broker per separate written agreement; Seller authorizes selling portion of commission to be paid
- 171 directly to selling broker; and
- 172 • agreed upon repairs.

173 **Buyer and Seller shall have prorated and adjusted between them on the basis of thirty (30) days to the month as of the date**

174 **of Closing (Seller to pay for last day):**

- 175 • current rents whether collected or not by Seller (Seller to receive rent for day of Closing); rents which are delinquent over
- 176 thirty (30) days to be collected by Seller and not adjusted;
- 177 • general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
- 178 • district improvement assessments for current year; Buyer to pay thereafter;
- 179 • subdivision upkeep assessments and monthly condominium fee;
- 180 • interest (when Buyer assumes existing loan); and
- 181 • flat rate utility charges (including water, sewer, and trash).

182 **10. INSPECTIONS, DISCLAIMERS, AND WARRANTIES.**

183 Within 10 days (10 days if none stated) after the "Acceptance Deadline" date (the "Inspection Period"), Buyer

184 may purchase one or more written home inspection report(s) from any independent qualified inspector(s) of the property and

185 improvements as deemed necessary by Buyer, including, but not limited to, environmental hazards; termite and wood-destroying

186 insect infestation and damage; plumbing, including water, well, sewer, septic and waste-water treatment systems; roof and other

187 structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools

188 and equipment; chimneys, flues and gas lines/fuel runs; basement leaks and exterior drainage; and mechanical equipment, including

189 appliances. **Discovery of an unsafe condition(s) may result in immediate shut off of one or more appliances or utilities.**

190 Buyer's Inspection Period will end upon the delivery of the Inspection Notice described below or the time period stated above,

191 whichever occurs first. Failure by Buyer to purchase and perform an inspection within the time period stated above shall constitute

192 a waiver and acceptance of any conditions an inspection would have disclosed. **Buyer should contact law enforcement officials**

193 **for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.**

194 **Within the Inspection Period, Buyer shall furnish a written Inspection Notice to Seller or listing broker stating one of the**

195 **following:**

- 196 (1) Buyer is satisfied with the inspections. Delivery of inspection reports to Seller or listing broker is not required. If Seller or
- 197 listing broker has not received the written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be
- 198 satisfied with the results of any inspections.
- 199 (2) Buyer is terminating the contract, with earnest money to be returned to Buyer, subject to paragraph 12. In this case, Buyer shall
- 200 have purchased one or more home inspection report(s) from an independent qualified inspector(s), as provided for above, which
- 201 together cover the substantial structural elements and systems of the property. Buyer shall provide such report(s) to Seller or
- 202 listing broker, if requested by Seller.
- 203 (3) Buyer is willing to close upon satisfaction of the requirements set forth in the Inspection Notice which must be accompanied
- 204 by a complete copy of the written inspection report(s), purchased by Buyer. The parties have a total of 10 days (10 days
- 205 if none stated) after date of Seller or listing broker's receipt of the Inspection Notice (the "Resolution Period") to reach a written
- 206 agreement as to the requirements set forth in the Inspection Notice, or as to an agreed upon monetary adjustment, or the contract
- 207 is terminated, and earnest money deposit to be returned to Buyer, subject to paragraph 12. During the Resolution Period, either
- 208 a written commitment by Seller to meet the requirements originally submitted by Buyer in the Inspection Notice, or a written commitment
- 209 by Buyer to accept the property without such requirements, shall constitute an "agreement" for purposes of this paragraph even
- 210 after earlier negotiation failed to produce an agreement.

211 Buyer acknowledges: 1) that listing broker and selling broker do not have expertise in determining any defects that may be disclosed

212 for any inspections; 2) that Buyer will not rely upon listing broker or selling broker in any way as to the selection of a particular company

213 for any inspections, warranties, and services; 3) that any inspections, warranties, and services may be available from more than one

214 company and that the determination to select a particular company and the completeness and satisfaction of any said inspection,

215 warranty or service is the sole responsibility of Buyer; 4) that when choosing an inspector, warranty, service company, title

216 company, lender, repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of

217 errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations

218 and years of experience; 5) that there have been no warranties, express or implied, by Seller or real estate brokers.

_____ / _____ Initials BUYER and SELLER acknowledge they have read this page _____ / _____
 BUYER BUYER SELLER SELLER

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Home Warranty (Check one):

- Buyer acknowledges that Seller is not providing a limited warranty or service agreement product as a part of this sale. Buyer may purchase one separately, if desired.
- Seller agrees to purchase, on or before Closing, a limited warranty or service agreement at a cost not to exceed \$ _____ and further described _____.

10a. INSURABILITY.

This contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the property. If within 10 days (10 days if none stated) after the "Acceptance Deadline" date (the "Insurability Period"), Buyer does not deliver to Seller or Seller's broker a written notice from an insurance company of Buyer's inability to obtain homeowner/hazard insurance on the property, this condition shall be deemed waived and Buyer's performance under this contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this paragraph and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, then this contract shall be terminated with earnest money to be returned to Buyer, subject to paragraph 12. **Note: If an inspection by the Buyer's insurance company is required, it shall be completed prior to the expiration of the Insurability Period. If the Buyer is obtaining a loan as referenced in paragraph 4, Buyer should communicate insurance information to lender prior to Loan Contingency Date.**

11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS.

Seller agrees to immediately request any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority, at Seller's expense, when such inspection(s) are required. In the event the property and improvements do not meet such requirements or pass such inspection(s), Seller must notify Buyer in writing within 15 days (15 days if none stated) after the "Acceptance Deadline" date of any violations or requirements that Seller will not correct. **Failure of Seller to notify Buyer within this period shall constitute an elimination of Seller's ability to negotiate any violations or requirements of the inspections. In such event, Seller agrees to comply with all requirements of the inspections prior to Closing.** In the event Seller notifies Buyer of Seller's refusal to correct all violations, Buyer and Seller have ten (10) days after date of Buyer's receipt of notification from Seller, in which to reach an agreement in writing as to which party will complete and pay for the required corrections, or to an agreed monetary adjustment at Closing in lieu of the correction. **Note: A monetary adjustment may affect the terms of Buyer's loan, e.g. down payment, interest rate and private mortgage insurance, and may also affect Buyer's ability to obtain an occupancy permit.** If no written agreement is reached within said ten (10) days, this contract is terminated and earnest money to be returned to Buyer, subject to paragraph 12. A written commitment within said ten (10) day period by Seller to make the required corrections, at Seller's expense prior to Closing, or a written commitment within said ten (10) day period by Buyer to accept the property without correction by Seller of those violations contained in the original list provided to Buyer by Seller shall also constitute an "agreement" for the purposes of this paragraph, even after earlier negotiations failed to produce an agreement. In instances where the Buyer must make the occupancy permit request (application) to initiate the inspection process, Buyer agrees to do so within four (4) days after the "Acceptance Deadline" date. Nothing herein shall require Buyer to close this sale if he is unable to obtain an occupancy permit after making a bonafide effort to do so. Buyer is cautioned not to rely on government inspections but should satisfy himself as to the condition of the property (see paragraph 10). Governmental jurisdictions vary in their occupancy requirements, including the time for applying for the permit and the number of occupants permitted. Buyer intends to have no more than N/A persons occupy the property.

11a. LAWN IRRIGATION SYSTEM / BACK FLOW CERTIFICATION.

If the property has a lawn irrigation system attached to the public water system, Seller must provide to Buyer, documentation (dated within 12 months prior to Closing) from a certified back flow inspector indicating that the proper back flow prevention device is installed and functioning properly.

12. EARNEST MONEY.

Buyer and Seller agree that the earnest money received by the escrow agent in connection with this contract shall be deposited within ten (10) banking days after the "Acceptance Deadline" date. Additional earnest money, if applicable, is to be deposited by escrow agent within ten (10) banking days after receipt. Any earnest money received within ten (10) banking days prior to the scheduled Closing date, shall be in the form of a cashier's check or any other form acceptable to the escrow agent. If sale is closed, earnest money to apply to the purchase. If any earnest money is being returned to Buyer, Buyer agrees that any expenses for services requested by Buyer may be withheld by escrow agent and paid to the applicable service provider(s). In the event of a dispute over any earnest money held by the escrow agent, the escrow agent shall continue to hold said deposit in its escrow account until: 1) escrow agent has a written release from all parties consenting to its disposition; or 2) until a civil action is filed to determine its disposition (at which time payment may be made into court, and in such event, court costs and escrow agent's attorney fees will be paid from earnest money); or 3) until a final court judgment mandates its disposition; or 4) as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the earnest money or any other escrowed funds, received by a Missouri licensed real estate broker, is in dispute between the parties, said broker is required by Missouri Statute, Section 339.105.4 RSMo to report and deliver the monies to the State Treasurer within 365 days of the initial projected Closing date. Broker shall not report and deliver any such monies to the State Treasurer until at least sixty (60) days after the initial projected Closing date.

_____/_____/_____
Initials BUYER and SELLER acknowledge they have read this page
BUYER BUYER SELLER SELLER

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Note: An escrow agent who is not a licensed real estate broker is not bound by Missouri statutes and regulations which apply to earnest money deposits. If the escrow agent is not a licensed broker, the parties are urged to have the escrow agent agree in writing to be bound by the provisions of this contract before being named as the escrow agent.

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13. REMEDIES.

If either party defaults in the performance of any obligation of this contract, the party claiming a default shall notify the other party in writing of the nature of the default and his election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. If the default is by Buyer, Seller may either accept the earnest money as liquidated damages and release Buyer from the contract (in lieu of making any claim in court), or may pursue any remedy at law or in equity. If Seller accepts the earnest money, it shall be divided as follows: expenses of broker and Seller in this transaction will be reimbursed, and balance to go one-half to Seller, and one-half divided equally between listing broker and selling broker (if working as subagent of Seller) in lieu of commission on this contract. If the default is by Seller, Buyer may either release Seller from liability upon Seller's release of the earnest money and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making any claim in court), or may pursue any remedy at law and in equity, including enforcement of sale. Buyer's release of Seller does not relieve Seller of his liability to brokers under the listing contract. In the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fee. This provision shall survive Closing and delivery of Seller's deed to Buyer.

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14. LOSS.

Risk of loss to the improvements of the property shall be borne by the Seller until title is transferred. If any improvements covered by this contract are damaged or destroyed, Seller shall immediately notify Buyer or selling broker in writing of the damage or destruction, the amount of insurance proceeds payable, if any, and whether Seller intends to restore the property prior to Closing, to its condition at the time of the contract. In the event Seller restores the property to its prior condition before scheduled Closing, and provides Buyer with proof of the repairs, Buyer and Seller shall proceed with Closing. In the event the property is not to be restored to its prior condition by the Seller before Closing, Seller shall immediately provide Buyer or selling broker with a copy of any policies of insurance, the name and number of the agent for each of said policies, and written authorization (if needed) for Buyer to communicate with the insurer. Buyer may either a) proceed with Closing and be entitled to the amount of insurance proceeds relating to real property improvements, if any, payable to Seller under all policies insuring the improvements plus receive a credit from the Seller at Closing in an amount equal to the deductible not covered by insurance, or b) terminate the contract, thereby releasing all parties from liability hereunder. If all of the aforementioned insurance information is received by the Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer is to give written notification to Seller or listing broker as to his election of (a) or (b) above within ten (10) days after the Buyer or selling broker's receipt of such information; and if not received by Buyer or selling broker more than ten (10) days prior to the scheduled Closing date, Buyer may, at Buyer's option and by written notice to Seller or listing broker, extend the Closing date up to ten (10) days, during which time Buyer may make his election as to (a) or (b) above. Failure by Buyer to notify Seller shall constitute an election to terminate the contract. If the contract is terminated in accordance with the provisions of this paragraph, Buyer's earnest money is to be returned, subject to paragraph 12. Seller agrees to reimburse Buyer's cost to pay for title, survey, inspection(s) and appraisal.

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15. ASSIGNABILITY OF CONTRACT.

This contract is assignable by Buyer, but not without the written consent of Seller if: a) Seller is taking back a note and deed of trust as part of the purchase price, or b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under the contract.

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16. MISCELLANEOUS PROVISIONS.

Time is of the essence in the performance of the obligations of the parties. All references to a specified time shall mean Central Time. This contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators or assigns. This contract shall be considered a contract for the sale of real property and shall be construed in accordance with the laws of the State of Missouri. This contract constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

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17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA).

Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act [26 U.S.C §1445] and agrees to deliver a certificate at Closing to that effect which contains Seller's tax ID number or Green Card.

_____/_____
Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

326 **18. CONSTRUCTION.**
327 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or gender neutral, according
328 to the context. When the term "listing broker" is used, it refers to one of the following: a) a broker working for the Seller under an
329 agency listing contract; or b) a broker assisting the Seller as a transaction broker, whichever is appropriate. When the term "selling
330 broker" is used, it refers to one of the following: a) a broker working for the Buyer under a buyer's agency agreement; b) a broker
331 assisting the Buyer as a subagent of the Seller; or c) a broker assisting the Buyer as a transaction broker, whichever is appropriate.
332 The term "broker" shall include the broker's affiliated licensees (referred to as "salespeople"). **With the exception of the term**
333 **"banking days" as used in paragraph 12, a day is defined as a 24-hour calendar day, seven (7) days per week.**

334 **19. ACCESS, FINAL WALK-THROUGH AND UTILITIES.**
335 Seller agrees to permit inspections of the property by inspectors, contractors, termite inspectors, surveyors, engineers and appraisers
336 selected by Buyer as provided for in the contract, or inspections required by Buyer's lender or insurer, upon reasonable advance
337 notice to Seller. Buyer and selling broker may also be present during these inspections. Seller grants Buyer, selling broker, and any
338 inspector whose report prompted a request for repairs, the right to enter and walk-through the property, and the right to have the
339 utilities transferred to Buyer, within four (4) days prior to Closing. The purpose of the walk-through is only for the Buyer to confirm
340 that the property is in the same condition, ordinary wear and tear excepted, as it was on the date of this contract, and that repairs
341 are completed in a workmanlike manner. Seller will arrange, at Seller's expense, to have all utilities turned on during the period
342 specified for any inspection and the walk-through, unless utilities have been transferred to Buyer. Waiver of property and
343 improvement inspections does not waive the right to a walk-through prior to Closing. The Closing does not relieve Seller of Seller's
344 obligation to complete improvements and repairs required by this contract.

345 **20. FLOOD PLAIN.**
346 Buyer may terminate this contract if any portion of the property is located in a designated 100-year flood plain unless disclosed to
347 Buyer in writing prior to contract. If terminated, earnest money to be returned to Buyer, subject to paragraph 12. Failure by Buyer
348 to terminate within 10 days of actual knowledge of 100-year flood plain, or by Closing, whichever occurs first, shall be deemed a
349 waiver by Buyer of this contingency.

350 **21. SPECIAL AGREEMENTS.**
351 Special agreements between Buyer and Seller forming a part of this contract: _____
352 N/A
353 _____
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358 **22. SQUARE FOOTAGE AND LOT SIZE DISCLOSURE.**
359 Broker is not an expert in measuring and does not measure the total square footage or lot size of the property. To the extent that
360 Broker provides or shares information about the property, the information comes from one or more other sources, is only an
361 approximation and is not verified by Broker. There may be differing standards used in Missouri for measuring total square footage
362 of property, and the available information about total square footage can vary depending upon the source, the measurement standard
363 that was used and the date of measurement. One source for total square footage is public information from the county assessor's
364 office, but the county assessor's office does not warrant the accuracy of the information and neither does Broker. If you wish to
365 have verifiable and accurate information about the total square footage of the property, you should retain a qualified professional
366 appraiser to measure the property according to the measurement standard that the appraiser deems appropriate. The price per square
367 foot for any property is a calculation based upon, among other things, total square footage, so price per square foot also is only an
368 approximation and is subject to the same uncertainties and limitations described in this paragraph. If you wish to have verifiable
369 and accurate information on lot size you should retain a licensed surveyor.

_____/_____/_____
Initials BUYER and SELLER acknowledge they have read this page _____/_____
BUYER BUYER SELLER SELLER

370 23. SELLER'S DISCLOSURE STATEMENT. (Check one)

- 371 Buyer confirms that before signing this offer to purchase, Buyer has read a copy of the Seller's Disclosure Statement for this
- 372 property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is
- 373 advised to address any concerns Buyer may have about information in the statement by use of contingencies in the contract.
- 374 Seller agrees to provide Buyer with a Seller's Disclosure Statement within one (1) day after the "Acceptance Deadline" date.
- 375 Buyer shall have three (3) days after the "Acceptance Deadline" date to review said statements and to declare in writing that
- 376 the contract is terminated and the earnest money is to be returned to Buyer, subject to paragraph 12. Otherwise, this contingency
- 377 shall be deemed as waived by Buyer.
- 378 No Seller's Disclosure Statement will be provided by Seller.

379 By his signature, Seller confirms that the information in the Seller's Disclosure Statement is accurate as of the date of this contract.
380 Seller will fully and promptly disclose in writing any new material information pertaining to the property that is discovered at any
381 time prior to Closing. Seller states that if Seller knows or should have known that the property was a lab, production or storage
382 site for methamphetamine, or was the residence of a person convicted of crimes related to methamphetamine, Seller will attach a
383 written description.

384 Note: The Seller's Disclosure Statement is not in any way incorporated into the terms of this contract.

385 24. RELATIONSHIPS & COMMUNICATIONS DISCLOSURES.

386 Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the property,
387 upon first contact, or immediately upon the occurrence of a change to the relationship.

388 Note: Under MREC Rules and Regulations, one box must be checked in each of the following two sections by the Selling
389 Licensee.

390 Licensee assisting Seller is a: (Check appropriate box)

- 391 Seller's Agent: Licensee is acting on behalf of the Seller.
- 392 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 393 Dual Agent: Licensee is acting on behalf of both Seller and Buyer.
- 394 Designated Agent: Licensee has been designated to act on behalf of the Seller.
- 395 Transaction Broker Assisting Seller: Licensee is not acting on behalf of either Seller or Buyer.

396 Licensee Personal Interest Disclosure: (Complete only if applicable)

397 N/A (insert name of licensee) is a real
398 estate broker or salesperson licensed in the state of N/A and is (Check one or more, as applicable)
399 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
400 an immediate family member of Seller Buyer Other Specify: N/A

401 Licensee assisting Buyer is a: (Check appropriate box)

- 402 Buyer's Agent: Licensee is acting on behalf of the Buyer.
- 403 Seller's Agent: Licensee is acting on behalf of the Seller.
- 404 Dual Agent: Licensee is acting on behalf of both Buyer and Seller.
- 405 Designated Agent: Licensee has been designated to act on behalf of the Buyer.
- 406 Transaction Broker Assisting Buyer: Licensee is not acting on behalf of either Buyer or Seller.
- 407 Subagent of Seller: Licensee is acting on behalf of the Seller.

408 Licensee Personal Interest Disclosure: (Complete only if applicable)

409 N/A (insert name of licensee) is a real
410 estate broker or salesperson licensed in the state of N/A and is (Check one or more, as applicable)
411 a party to this transaction; a principal of and/or has a direct or indirect ownership interest with Seller Buyer; and/or
412 an immediate family member of Seller Buyer Other Specify: N/A

413 Sources of Compensation to Broker(s), including commissions and/or other fees: Seller Buyer

414 Buyer and Seller acknowledge that they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

415 By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.
416 All Parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform Electronic
417 Transaction Act as adopted by the state of Missouri.

 / Initials BUYER and SELLER acknowledge they have read this page /
BUYER BUYER SELLER SELLER

7a

21199002

418 _____ N/A _____ N/A _____
 419 Brokerage Firm Name Assisting Buyer Brokerage Firm Name Assisting Seller
 420 Broker's Firm State License ID#: _____ Broker's Firm State License ID#: _____
 421 By (Signature): _____ By (Signature): _____
 422 Printed Name: _____ Printed Name: _____
 423 Licensee State License ID#: _____ Licensee State License ID#: _____
 424 Date: _____ MLS ID: _____ Date: _____ MLS ID: _____
 425 OFFER to be accepted by Seller by: _____ m of _____

426 _____
 427 BUYER SIGNATURE DATE BUYER SIGNATURE DATE
 428 _____ Myles Branch _____
 429 Buyer Printed Name Buyer Printed Name

430 SELLER ACCEPTS THE TERMS SET FORTH IN THIS CONTRACT.

431 _____
 432 SELLER SIGNATURE TIME and DATE SELLER SIGNATURE TIME and DATE
 433 _____ James D. Hagedorn, Mayor _____
 434 Seller Printed Name Seller Printed Name

435 OR _____ (initials) WE REJECT THIS OFFER AND MAKE A COUNTEROFFER.
 436 (use Form #2164 Sale Contract Counteroffer Form).

437 OR _____ (initials) WE REJECT THIS OFFER.

438 Note: Unless otherwise agreed in writing, "Acceptance Deadline" is defined as the date for acceptance which was provided to
 439 the last party whose signature resulted in a contract (even if that signature was obtained before the deadline).

7a

This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner
without written acknowledgement of all parties.

©ST. LOUIS REALTORS*
Approved by Counsel for St. Louis REALTORS*
To be used exclusively by REALTORS*

Form # 2089 01/20

AMENDMENT TO SALE CONTRACT

1 SALE CONTRACT DATE: April 16, 2024

2 PROPERTY: 302 Lafayette Street, Washington, Missouri 63090

3 BY AND BETWEEN: Myles Branch, Buyer(s)
4 and the undersigned Seller(s).

5 Buyer and Seller agree to amend the Sale Contract only as to those matters checked below:

6 New Closing date: _____

7 New Possession date (check one): Closing or _____ m (time) of _____ (date)

8 New Loan Contingency date: _____

9 New Purchase price: \$ _____

10 New Loan Amount: _____ % of the purchase price, or \$ _____

11 New Interest Rate not to exceed: _____ %

12 New Amortization term: _____ years

13 New Loan type: _____ (If FHA/VA, attach form #21351ha or #2135va)

14 Seller agrees to pay, at Closing, a cost not to exceed _____ % of purchase price or \$ _____
15 (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender.

16 New contingency deadline date: _____ Describe contingency: _____
17 _____

18 Paragraph# 9, Line# 164 or Rider# _____ is changed as follows: Deleted
19 _____

20 Paragraph# 9, Line# 168 or Rider# _____ is changed as follows: Deleted
21 _____

22 Paragraph#9, Line# 168 is deleted.
23 _____
24 _____
25 _____

26 _____

27 BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
<u>Myles Branch</u>		<u>James D. Hagedorn, Mayor</u>	
28 Buyer Printed Name		28 Seller Printed Name	

30 _____

31 BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
32 Buyer Printed Name		32 Seller Printed Name	

33 _____

Printed Using formsRus.com On-Line Forms Software 1/20



March 25, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

Re: 302 Lafayette (Graces Place)

Mayor & City Council,

On your agenda for the April 1, 2024 agenda is an ordinance approving a contract of sale for 302 Lafayette with Myles Branch for \$235,000.

Feel free to reach out with any questions.

Sincerely,

A handwritten signature in black ink that reads "Sal Maniaci". The signature is written in a cursive style.

Sal Maniaci
Community and Economic Development Director

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.080 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

SECTION 1: Section 400.080 of the Code of the City of Washington, Missouri is hereby amended to read as follows:

Section 400.080. R-2 Two-Family Residence District.

A. Intent And Purpose. The purpose of the R-2 District is to protect and preserve areas of low, medium, and higher density single-family residential development in certain areas while allowing for development of two-family dwelling units as in-fill within other parts of areas of the City of Washington designated in this district on lots of not less than six thousand (6,000) square feet. The regulations set forth in this Section or set forth elsewhere in this Chapter, when referred to in this Chapter, are the regulations in the R-2 Two-Family Residence District.

B. Permitted Uses. The permitted uses in the R-2 Two-Family Residence District are those as provided for in Section 400.120 of this Article. In addition, the following use is permitted:

1. Single-family dwellings on property located in the R-2 Overlay District. The R-2 Overlay District only includes properties located north of Ninth Street excluding properties located on Hill Street, Alberta Street and West Seventh Street.
2. Temporary real estate offices or sales offices subject to the provisions of Article IV, Section 400.165.

C. Accessory Uses, Buildings, And Structures. A permitted accessory use is any use or structure which complies with the definition of "accessory use" contained in Article II, Definitions, and as further provided for in Article IV, Supplementary Regulations, Section 400.150. In addition, the following are permitted accessory uses:

1. Home occupations.

D. Special Uses. Certain additional uses may be permitted in the R-2 Two-Family Residence District as provided for in Section 400.120 of this Article and subject to the provisions of Article V of this Chapter. Additional provisions apply to certain uses as listed below:

1. Single-family dwellings not located within the boundaries as identified in Section 400.080(B)(1). A map illustrating the affected changes is on file in the City offices.
2. Mobile home parks are subject to the provisions of Article IV, Section 400.160.
3. Any use substantially similar to the special uses listed Section 400.120(D) in terms of the effect of the proposed use upon surrounding properties may be permitted, provided that in determining whether such proposed use is substantially similar to the expressed special uses, there shall be taken into consideration any objectionable characteristics of the proposed use, including, but not limited to, the emission of odor, dust, smoke, gas fumes, noise or vibration, as well as the criteria set out in Article IV, Section 400.195; provided further, however, that any such substantially similar special use shall be consistent in all other respects with the provisions of this Chapter.
4. Agricultural uses such as field crops, truck gardening; berry or bush crops; tree crops, flower gardening; orchards; aviaries and apiaries; grazing, breeding and raising of livestock; provided, that all buildings and enclosures for the feeding, breeding or milking, but not including pasturing and grazing of such animals are located not less than two hundred (200) feet from any lot line; including a greenhouse but not including a salesroom or roadside stand.

E. Parking Requirements.

1. Number Of Required Spaces. The regulations governing the number of required parking spaces with respect to various uses allowed within this zoning district are set out at Article VI of this Chapter.
2. Additional Parking Requirements.
 - a. Off-street parking for non-residential uses in residential districts must be approved by the special use procedure described in Article V of this Chapter.
 - b. The required parking spaces for residences shall be located in the side and rear yard and in the front yard on a driveway only.
 - c. All vehicles, except those defined in Subsection (C) of this Section, shall be permitted to park in this district. No vehicle may park in a front yard, except in a driveway providing access to a garage, carport or other permitted parking area for a dwelling. Vehicles may be parked anywhere in a side or rear

yard. Driveways and parking areas shall be an improved surface of either asphalt or concrete.

- d. The total number of vehicles, including allowed recreational vehicles on a premises, shall not exceed five (5) for any one (1) residential unit.
3. Parking of commercial vehicles are subject to the provisions of Article VI, Section 400.260 and parking for mobile homes are subject to the provisions as set forth in Article VI, Section 400.160.

F. Area Requirements.

1. Minimum depth of front yard: Ten (10) feet.
 - a. Front entry garages either attached or detached shall have a minimum front yard setback of 25 feet.
2. Minimum width of side yard: six (6) feet.
3. Minimum depth of rear yard: twenty-five (25) feet.
4. Minimum Lot Area:

Location	Proposed Occupancy	Square Footage
R-2 Overlay [as identified in Section 400.080(B)(1)]	Single-family dwelling and 2 – family dwelling	6,000
R-2	Single-family dwelling	10,000
R-2	2-family dwelling	12,000

5. Minimum width of lot: fifty (50) feet.
6. Yards, Generally.
 - a. Every part of a required yard shall be open to the sky, unobstructed except for accessory buildings in a rear yard, and except for the ordinary projections of sills, belt courses, cornices and ornamental features, roof overhangs, planter boxes and similar items, not to extend more than twelve (12) inches into any required yard.
 - b. There shall be no storage of household items, outdoor furniture or appliances, building materials, automotive or vehicle parts or of any material within a front yard or in front of the main building.
 - c. In the event that a lot is to be occupied by a group of two (2) or more related buildings to be used for nonresidential

purposes, there may be more than one (1) main building on the lot; provided, however, that open space between buildings that are parallel, or within forty-five degrees (45°) of being parallel, shall have a minimum distance between buildings of thirty (30) feet for one-story buildings, forty (40) feet for two-story buildings, and fifty (50) feet for three-story buildings.

7. Where a lot of record on the date of the passage of the ordinance (July 18, 1988) adopting these regulations has less area or width than required within this zoning classification, the lot may be utilized according to the provisions applicable to this district, provided that the requirements concerning minimum depth of front yard, minimum width of side yard and minimum depth of rear yard are met.
8. Lot Coverage. No maximum.

G. Height Requirements.

1. The maximum building height is thirty-five (35) feet or two and one-half (2 1/2) stories.
2. Single-family and two-family dwellings may be increased in height by not more than ten (10) feet when the side and rear yards are increased over the yard requirements of this district by not less than ten (10) feet, but they shall not exceed three (3) stories in height.

H. Location And Orientation Of Dwelling Requirements.

1. Prior to the issuance of a building permit for construction, plans shall be approved by the City of Washington.
2. In addition to all other requirements for plan approval, the site plan and elevation/construction plan shall show the following:
 - a. Location of existing dwelling(s) and other structures on the lot(s); and
 - b. Orientation of building to site, street and surroundings.
3. Where the dwellings and structures are proposed to be constructed on a corner lot, construction plans shall not be approved and no building permits shall be issued until the City designates the permitted orientation of all dwellings and structures on the lot; provided, however, that prior to issuing a building permit, the City shall inspect the lot site and view the dwellings and structures in the surrounding area.

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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 400.080 OF THE
CODE OF THE CITY OF WASHINGTON, MISSOURI

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

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A. Intent And Purpose. The purpose of the R-2 District is to protect and preserve areas of low, medium, and higher density single-family residential development in certain areas while allowing for development of two-family dwelling units as in-fill within other parts of areas of the City of Washington designated in this district on lots of not less than six thousand (6,000) ~~twelve thousand (12,000)~~ square feet. The regulations set forth in this Section or set forth elsewhere in this Chapter, when referred to in this Chapter, are the regulations in the R-2 Two-Family Residence District.

B. Permitted Uses. The permitted uses in the R-2 Two-Family Residence District are those as provided for in Section 400.120 of this Article. In addition, the following use is permitted:

1. Single-family dwellings on property located in the R-2 Overlay District. The R-2 Overlay District only includes properties located north of Ninth Street excluding properties located on Hill Street, Alberta Street and West Seventh Street.
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1. Home occupations.

D. Special Uses. Certain additional uses may be permitted in the R-2 Two-Family Residence District as provided for in Section 400.120 of this Article and subject to the provisions of Article V of this Chapter. Additional provisions apply to certain uses as listed below:

1. Single-family dwellings not located within the boundaries as identified in Section 400.080(B)(1). A map illustrating the affected changes is on file in the City offices.
2. Mobile home parks are subject to the provisions of Article IV, Section 400.160.
3. Any use substantially similar to the special uses listed Section 400.120(D) in terms of the effect of the proposed use upon surrounding properties may be permitted, provided that in determining whether such proposed use is substantially similar to the expressed special uses, there shall be taken into consideration any objectionable characteristics of the proposed use, including, but not limited to, the emission of odor, dust, smoke, gas fumes, noise or vibration, as well as the criteria set out in Article IV, Section 400.195; provided further, however, that any such substantially similar special use shall be consistent in all other respects with the provisions of this Chapter.
4. Agricultural uses such as field crops, truck gardening; berry or bush crops; tree crops, flower gardening; orchards; aviaries and apiaries; grazing, breeding and raising of livestock; provided, that all buildings and enclosures for the feeding, breeding or milking, but not including pasturing and grazing of such animals are located not less than two hundred (200) feet from any lot line; including a greenhouse but not including a salesroom or roadside stand.

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 - c. All vehicles, except those defined in Subsection (C) of this Section, shall be permitted to park in this district. No vehicle may park in a front yard, except in a driveway providing access to a garage, carport or other permitted parking area for a dwelling. Vehicles may be parked anywhere in a side or rear

yard. Driveways and parking areas shall be an improved surface of either asphalt or concrete.

- d. The total number of vehicles, including allowed recreational vehicles on a premises, shall not exceed five (5) for any one (1) residential unit.
- 3. Parking of commercial vehicles are subject to the provisions of Article VI, Section 400.260 and parking for mobile homes are subject to the provisions as set forth in Article VI, Section 400.160.

F. Area Requirements.

- 1. Minimum depth of front yard: ~~Ten (10) feet.~~ ~~twenty-five (25) feet.~~
 - a. Front entry garages either attached or detached shall have a minimum front yard setback of 25 feet.
- 2. Minimum width of side yard: six (6) feet.
- 3. Minimum depth of rear yard: twenty-five (25) feet.
- 4. Minimum Lot Area:

Location	Proposed Occupancy	Square Footage
R-2 Overlay [as identified in Section 400.080(B)(1)]	Single-family dwelling <u>and 2 – family dwelling</u>	6,000
R-2	Single-family dwelling	10,000
R-2	2-family dwelling	12,000

- 5. Minimum width of lot: fifty (50) feet.
- 6. Yards, Generally.
 - a. Every part of a required yard shall be open to the sky, unobstructed except for accessory buildings in a rear yard, and except for the ordinary projections of sills, belt courses, cornices and ornamental features, roof overhangs, planter boxes and similar items, not to extend more than twelve (12) inches into any required yard.
 - b. There shall be no storage of household items, outdoor furniture or appliances, building materials, automotive or vehicle parts or of any material within a front yard or in front of the main building.
 - c. In the event that a lot is to be occupied by a group of two (2) or more related buildings to be used for nonresidential

purposes, there may be more than one (1) main building on the lot; provided, however, that open space between buildings that are parallel, or within forty-five degrees (45°) of being parallel, shall have a minimum distance between buildings of thirty (30) feet for one-story buildings, forty (40) feet for two-story buildings, and fifty (50) feet for three-story buildings.

7. Where a lot of record on the date of the passage of the ordinance (July 18, 1988) adopting these regulations has less area or width than required within this zoning classification, the lot may be utilized according to the provisions applicable to this district, provided that the requirements concerning minimum depth of front yard, minimum width of side yard and minimum depth of rear yard are met.
8. Lot Coverage. ~~No maximum. The maximum lot coverage shall not exceed thirty-five percent (35%), including accessory structures.~~

G. Height Requirements.

1. The maximum building height is thirty-five (35) feet or two and one-half (2 1/2) stories.
2. Single-family and two-family dwellings may be increased in height by not more than ten (10) feet when the side and rear yards are increased over the yard requirements of this district by not less than ten (10) feet, but they shall not exceed three (3) stories in height.

H. Location And Orientation Of Dwelling Requirements.

1. Prior to the issuance of a building permit for construction, plans shall be approved by the City of Washington.
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 - a. Location of existing dwelling(s) and other structures on the lot(s); and
 - b. Orientation of building to site, street and surroundings.
3. Where the dwellings and structures are proposed to be constructed on a corner lot, construction plans shall not be approved and no building permits shall be issued until the City designates the permitted orientation of all dwellings and structures on the lot; provided, however, that prior to issuing a building permit, the City shall inspect the lot site and view the dwellings and structures in the surrounding area.

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: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



April 15, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **R-2 Overlay Zoning Code Amendment**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on April 8, 2024 the above mentioned was approved to allow for two family infill development on 6,000 sqft lots with no maximum lot coverage. In addition, we approved a reduced minimum front yard setback with the condition that dwellings with front entry garages maintain the current 25 foot set back requirement.

Sincerely,

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

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

	Flights per Day																							
	January		February		March		April		May		June		July		August		September		October		November		December	
	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures	Arrivals	Departures
1st	1	0	18	18	18	17	4	3																
2nd	6	5	5	4	14	14	3	3																
3rd	5	7	14	14	4	4	1	1																
4th	14	15	12	12	4	3	10	12																
5th	14	13	3	4	3	4	7	7																
6th	0	0	8	10	17	16	7	6																
7th	7	9	7	7	0	1	1	0																
8th	12	13	3	3	1	1	10	11																
9th	1	1	1	1	11	12	8	6																
10th	7	6	17	17	15	14																		
11th	11	9	4	5	10	12																		
12th	0	0	1	1	20	20																		
13th	2	2	17	17	10	10																		
14th	5	5	16	16	1	1																		
15th	1	0	6	8	1	1																		
16th	1	3	0	0	19	19																		
17th	10	10	13	12	12	12																		
18th	10	8	8	8	4	4																		
19th	3	3	16	15	17	17																		
20th	16	17	18	18	11	11																		
21st	4	4	11	10	16	16																		
22nd	0	0	19	17	14	14																		
23rd	1	1	13	12	8	10																		
24th	0	1	15	17	2	2																		
25th	0	0	10	8	1	1																		
26th	2	2	4	6	20	19																		
27th	2	2	1	0	7	9																		
28th	2	3	3	6	10	13																		
29th	4	5	12	9	11	11																		
30th	5	4			13	13																		
31st	13	14			6	6																		
TOTAL	159	162	275	275	300	307	51	49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Flights	321		550		607		100		0		0		0		0		0		0		0		0	

2023 Fuel Tracking

	Av Gas		Jet Fuel	
	Gallons Sold	Total Income	Gallons Sold	Total Income
January	1067		3355	
February	2126		1850	
March	2093		858	
April	2146		3278	
May	1937		5372	
June	2325		3728	
July	1904		5240	
August	1453		4026	
September	2290		3945	
October	1528		3962	
November	1874		2825	
December	923		1417	
Total	21666	0	39856	0