

REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
MONDAY, JUNE 17, 2024 - 7:00 P.M.
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI

	<u>SUGGESTED</u>	
	<u>COUNCIL ACTION</u>	
1. <u>INTRODUCTORY ITEMS:</u>		
Roll Call / Pledge of Allegiance		
Approval of the Minutes from the June 3, 2024, Council Meeting	Need Motion/Mayor	Memo
<u>Approval and Adjustment of Agenda including Consent Agenda</u>		
a. Final Payment Request – Public Works Front Office Renovation	Need Motion/Mayor	Memo
b. Liquor License Renewals		
2. <u>PRIORITY ITEMS:</u>		
<u>Mayor’s Presentations, Appointments & Reappointments</u>		
a. Board of Public Works Reappointment	Approve/Mayor	Memo
b. Library Board of Trustees Reappointment	Approve/Mayor	Memo
3. <u>PUBLIC HEARINGS:</u>		
a. Special Use Permit – Roadside Stand – 813 Jefferson Street	Accept Into Minutes	Memo
b. An ordinance granting a Special Use Permit for a Roadside Stand at 813 Jefferson Street in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
c. Special Use Permit – Roadside Stand – 601 West Fifth Street	Accept Into Minutes	Memo
d. An ordinance amending a Special Use Permit for a Roadside Stand at 601 West Fifth Street in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
e. Special Use Permit – Construction of Cell Tower – 6350 WEG Drive	Accept Into Minutes	Memo
f. An ordinance granting a Special Use Permit to construct a 100-foot Monopole Wireless Telecommunication Tower at 6350 WEG Drive in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
g. Annexation – Stone Bridge Phase 3	Accept Into Minutes	Memo
h. An ordinance annexing 18.36 acres off Bieker Road into the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
4. <u>CITIZENS COMMENTS:</u>		
a. Brown Energy Solutions	Discussion	
5. <u>UNFINISHED BUSINESS:</u>		
6. <u>REPORT OF DEPARTMENT HEADS:</u>		
a. Waste Connections Update		
b. Renewal of City's Property/Casualty Insurance & Payment Authorization (handouts will be provided)	Approve/Mayor	Memo
c. Street Closure Request – Old Fashioned Ice Cream Social	Approve/Mayor	Memo

7. ORDINANCES/RESOLUTIONS:

- | | | |
|--|----------------------------|------|
| a. An ordinance vacating and discontinuing a portion of an Easement. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance authorizing and directing the execution of an Agreement to Sell and Purchase Real Estate by and between the City of Washington, Missouri and Northern Star Homes, LLC. | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance amending the provisions of Chapter 335 Schedule II, of the Code of the City of Washington, Missouri by adding provisions for a stop sign at the locations described below. | Read & Int/Read/Vote/Mayor | Memo |
| d. An ordinance amending Schedule IV No Parking At Anytime, of the Code of the City of Washington, Missouri. | Read & Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

- | | | |
|---|----------------------|------|
| a. Preliminary Plat Approval – Stone Bridge Phase 3 | Accept/Approve/Mayor | Memo |
|---|----------------------|------|

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:

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, JUNE 13, 2024
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, JUNE 3, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on June 3, 2024, at 7:00 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members: Ward I	Al Behr	Present
	Duane Reed	Present
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Present
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Police Chief	Jim Armstrong
	City Engineer	Charles Stankovic
	City Planner/GIS Specialist	Sarah Skeen

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 May 20, 2024, Council Meeting

A motion to accept the minutes as presented made by Councilmember Behr, seconded by Councilmember Hidritch, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

- * Collector's/Treasurer's Report Summary – October 2023
- * Investment Report – October 2023
- * Payment Request – South Point Sewer Repair
- * Liquor License Renewals; Wortman-Fortner DBA Jack Flash; Veterans of Foreign Wars; Los Cabos; Dollar General Store #10885; Murphy USA #7416; Walgreens #5717; Aldi Inc #05; Fas-Trip #102; Fas-Trip #104; Fas-Trip #107; Fas-Trip #108; Sushi King Washington Inc; Custard Pie LLC; Target Store T-2225; Walmart Supercenter #172; Imo's; La Joya AR LLC DBA Taco Loco; Hoffmann Hillermann Nursery & Florist DBA Hillermann Nursery &

Florist; Front Street Restaurant LLC DBA 514; The Tilted Skillet; American Legion Post #218

* Fireworks Display

May 24, 2024

Honorable Mayor & City Council

City of Washington

Washington, Missouri

Re: Fireworks Display Permit Request for July 4th, 2024

Dear Honorable Mayor and Members of City Council:

William (Kelly) Owens would like to request a permit for a public fireworks display on behalf of American Legion Post 218. The permit will be for the evening of Thursday, July 4, 2024 with a rain date of Friday, July 5, 2024 at the fairgrounds.

The issuance of this permit is contingent upon all paperwork and approvals being met by all departments and weather conditions being favorable.

Respectfully submitted,

Blake E. Marquart

Building Official

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

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

* Board of Appeals Reappointments

May 28, 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 Board of Appeals:

Mark Kluesner – term ending June 2029

Brian Gentges – term ending June 2029

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointments made by Councilmember Holtmeier, seconded by Councilmember Briggs, passed without dissent.

* Industrial Development Authority Reappointments

May 28, 2024

Washington City Council

Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Industrial Development Authority:

Bryan Bogue – term ending May 2030

Julie Scannell – term ending May 2030

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointments made by Councilmember Behr, seconded by Councilmember Hidritch, passed without dissent.

* Washington Tax Increment Financing Commission Appointment

May 28, 2024

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the Washington Tax Increment Financing Commission (TIF):

Tyler King – term expiring August 2024

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the appointment made by Councilmember Hidritch, seconded by Councilmember Coulter, passed without dissent.

PUBLIC HEARINGS

- * None

CITIZENS COMMENTS

- * Jesse Turner addressed Council regarding his request to enter into a three-year agreement with the City to provide E-Scooters under the similar conditions to the previous arrangement with Lime. After discussion, a motion to draft a contract to present to Council at the next meeting made by Councilmember Wessels, seconded by Councilmember Patke and failed on an 8-0 roll call vote; Wessels-nay, Hidritch-nay, Coulter-nay, Briggs-nay, Holtmeier-nay, Reed-nay, Behr-nay, Patke-nay.

UNFINISHED BUSINESS

- * None

REPORT OF DEPARTMENT HEADS

- * None

ORDINANCES/RESOLUTIONS

Bill No. 24-13000, Ordinance No. 24-13970, an ordinance authorizing and directing the execution of a Sanitary Sewer Easement Agreement by and between the City of Washington, Missouri and VMH, LLC.

The ordinance was introduced by Councilmember Holtmeier.

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

Bill No. 24-13001, Ordinance No. 24-13971, an ordinance approving a Boundary Adjustment for Fred W. Riechers' Subdivision Plat 2, in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Patke.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

* None

MAYOR'S REPORT

* Things are going well and there's a lot of exciting things happening.

CITY ADMINISTRATOR'S REPORT

* Parks Master Plan update.

COUNCIL COMMENTS

* None

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:23 p.m. by Councilmember Patke, seconded by Councilmember Briggs passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



June 17, 2024

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

RE: Final Payment Request – Sieve Contractors Inc.

Honorable Mayor and City Council:

The Parks and Recreation Department is asking for final payment for the Public Works Front Office Renovation Project. The project is completed per the specifications and documents, and as such, I am asking that you consider granting Sieve Contractor's request for final payment in the amount of \$6,408.00.

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: Public Works Front Office Renovation

OWNER: CITY OF WASHINGTON

CONTRACTOR: Sieve Contractors Inc.

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

Original Contract Price.....	\$80,500.00
Contingency.....	\$0
New Contract Amount.....	\$0
Previous Payments.....	\$74,092.00
Final Payment.....	\$6,408.00

Approval:

Date: _____

City of Washington, Missouri

By: _____

Title: _____

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Park Department
504 Jefferson Street
Washington, MO 63090

PROJECT: COW Public Works Building
Park Department
504 Jefferson Street
Washington, MO 63090

APPLICATION NO: 2
PERIOD TO: 6/5/2024

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Sieve Contractors Inc.
6 Chamber Drive
Washington, MO 63090

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	80,500.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	80,500.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	80,500.00
5. RETAINAGE:		
a. 0.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	80,500.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	74,092.00
8. CURRENT PAYMENT DUE	\$	6,408.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Sieve Contractors Inc.
6 Chamber Drive Washington, MO 63090

JUDITH J WALLS
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
Commission # 21523706
My Commission Expires: 09-06-2025

By: Susan Hellebush / Controller Date: 6/6/24

State of: MO

County of: Franklin

Subscribed and Sworn to before me this 6th Day of June 2024

Notary Public: J. J. Walls
My Commission Expires: 9.6.25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Park Department
504 Jefferson Street
Washington, MO 63090

PROJECT: COW Public Works Building
Park Department
504 Jefferson Street
Washington, MO 63090

APPLICATION NO: 2
PERIOD TO: 6/5/2024

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Sieve Contractors Inc.
6 Chamber Drive
Washington, MO 63090

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Demo	6,256.00	6,256.00	0.00	0.00	6,256.00	100.00	0.00	0.00
2	Painting	15,894.00	15,894.00	0.00	0.00	15,894.00	100.00	0.00	0.00
3	Storefront Door	4,868.00	0.00	4,868.00	0.00	4,868.00	100.00	0.00	0.00
4	Flooring	19,140.00	19,140.00	0.00	0.00	19,140.00	100.00	0.00	0.00
5	Bathroom Accessories	2,120.00	2,120.00	0.00	0.00	2,120.00	100.00	0.00	0.00
6	Replace Light Fixtures	7,800.00	7,800.00	0.00	0.00	7,800.00	100.00	0.00	0.00
7	Replace Supply Air Diffusers	2,304.00	2,304.00	0.00	0.00	2,304.00	100.00	0.00	0.00
8	Window Film	900.00	0.00	900.00	0.00	900.00	100.00	0.00	0.00
9	Replace Sprinkler Heads	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00	0.00	0.00
10	Alternate #1	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	0.00
11	Alternate #2	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	0.00
12	Cleaning	640.00	0.00	640.00	0.00	640.00	100.00	0.00	0.00
13	General Contracting	9,678.00	9,678.00	0.00	0.00	9,678.00	100.00	0.00	0.00
REPORT TOTALS		\$80,500.00	\$74,092.00	\$6,408.00	\$0.00	\$80,500.00	100.00	\$0.00	\$0.00



June 12, 2024

Re: Liquor License Renewals

Sherri Klekamp, City Clerk
City of Washington
405 Jefferson St
Washington, MO 63090

Dear Sherri,

Enclosed is a list of businesses that are applying for renewal of their City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the June 17, 2024, meeting.

Sincerely,

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

Heather Parker
Accounts Specialist I
City of Washington

1. N-Sports
Randy J Kleinheider
3101 Recreation Dr.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

2. Miller's Grill
Larry Miller
2227 Highway A
Mon – Sat Sale of Intoxication liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

3. Bapa Manhant LLC
DBA: Xpress Liquor and Smokes
Manishkumur Patel
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00
Tasting Permit
\$25.00

4. Midwest Petroleum Co. #78
James McNutt
1000 E 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00

5. Old Dutch Tavern LLC
Ben Wunderlich
227 Elm St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

6. Farm and Spirit
DBA: The Washington Distilling Company
Richard Anders
622 Jefferson St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package
\$100.00
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink at retail
\$300.00
Manufacturing of liquor of all kinds
\$150.00
Wholesale of liquor of all kinds
\$100.00

7. Streber Events LLC
DBA: Oak and Front LLC
Tonya Wade
120 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

8. 1422 Apothecary
DBA: Bootleggers Cigars & Apothecary
Robin Kramer
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package
\$100.00
Sunday Sales
\$200.00

9. Ernesto's Mexican Restaurant
Maurice Brinker
1607 Heritage Hills Dr.
Mon – Sat Sale of Intoxication liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00



June 10, 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 Board of Public Works:

Michael Radetic – term ending June 2028

Respectfully submitted,

James D. Hagedorn
Mayor



June 10, 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 Library Board of Trustees:

Doug Holdmeyer – term ending June 2027

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "JDH", is written over a light blue horizontal line.

James D. Hagedorn
Mayor



June 11, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0601-Special Use Permit-Roadside Stand-813 Jefferson Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier / for

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 10, 2024

Re: File #24—0601 – Just Hanks Coffee – Road Side Stand

Synopsis: The applicant is requesting approval of a Special Use Permit to operate a road side stand in the parking lot at 813 Jefferson Street

Adjacent Land Use / Zoning Matrix		
	Existing Land Use	Existing Zoning
North	John B Busch Brewery	C-2
South	Big Boys Subs and Wings	C-2
East	Multi-Tenant Commercial Offices	C-1
West	Creek	M-2

Analysis:

The applicant has requested to operate a mobile coffee trailer as a road side stand in the VFW parking lot at 813 Jefferson Street. In the past, the owner of the mobile coffee trailer had been operating at 1598 High Street under the Special Use Permit that was granted to the Iron Spike Museum property owner in June 2021. Due to an agreement with VFW property owner, the coffee trailer was moved to this more favorable location. The property is zoned C-2 General Commercial, which allows for this type of use with a Special Use Permit.

The trailer is 12'x7' in size and is not detrimental to the required parking for the venue. Per the agreement, the coffee trailer is taken off site during special events and does not hinder the flow of traffic. The proposed hours of the coffee trailer are 6am-2pm, seven (7) days a week. The noise level created by the generator is no more than 60 decibels. The trailer has been inspected by the Franklin County Health Department and has passed local fire and building inspections.

There is at least 150 feet of driveway between the location of the coffee trailer and the entrance to the parking lot which allows for a minimum of a seven (7) car stack with additional spaces for parking if needed.

There will be no added traffic, noise, or light production that will impact the adjacent properties. There will be no increased demand for public services, nor is there a potential for fire hazards created by the proposed use.

Recommendation:

Staff recommends approval of the Special Use Permit to operate a roadside stand at 813 Jefferson Street.





VETERANS OF FOREIGN WARS OF THE US
MAX W. MUELLER POST NO. 2661
813 S. Jefferson St.
Washington, MO 63090
636-239-6311

5 May 2024

Just Hank's
Attn: Henry Lina
221 High Street
Washington, MO 63090

Mr. Lina,

This letter serves as an official record that VFW Post 2661 has entered into a rental agreement with Henry Lina, owner of "Just Hank's" coffee trailer. Just Hank's has permission to operate and sell their products in the parking lot of VFW Post 2661 property located at 813 Jefferson St, Washington, MO 63090 until termination of said rental agreement. All insurance and liability information has been provided to VFW Post 2661.

We look forward to working with your locally owned small business and supporting the residents of Washington, MO. If there are any questions or concerns, please don't hesitate to contact me. I can be reached at 636-432-6644 or via email at VFWPost2661@gmail.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Stanfield". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jason Stanfield
Commander
Veterans of Foreign Wars, Post 2661
Washington, MO

24-0601

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: 813 Jefferson Street Washington

Lot: _____ Subdivision: _____ PID# _____

Applicant Name: Henry Ling Phone: _____

Address of Applicant: 221 High Street, Washington, 63090

Owner: V. F. W Phone: _____

Owner's Address: 813 Jefferson Street Washington

Current Zoning: _____ Proposed Zoning: _____

It is proposed that the property be put to the following use: Parking my coffee trailer

Lot Size: Frontage _____ (feet) Depth _____ (feet) Number of Stories ~~76~~

Number of Units: _____ Number of Off-Street Parking Spaces: 76

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)

601 Wawa

Signature of Applicant 

Date May 2, 2024

Applicant Name Printed Henry Ling

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.

It is a 1969 camper converted into a coffee trailer. It looks really cool and people are forever complimenting it

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.

The trailer is very little, the wee thing is 12ft long, 7ft wide and proudly stands almost 8ft tall from the ground

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

open 7 days. the hours vary but typically 6am - 2pm. Every day is special at Just Hank's

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

The trailer is parked at the VFW parking lot. This means there is a lot of room for lots of vehicles, obstructing the carriage way is not an issue.

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

It used to be noisy but now I have ultra quiet inverters that put out about 60 db's. Nice!

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.

The trailers main function is to make coffee - hot and iced, this is a safe procedure, no cooking and no cooking fat has passed fire inspection and building inspector inspection. Police & Fire are welcome, - all drinks half price.

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

Just Hank's adds charm to the parking lot and to all of Washington. It's quite iconic.

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.

Closed at night, but after open at dawn, the street lighting, makes the trailer nice and visible

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.

N/A

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.

I don't think there is any impact.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A
ROADSIDE STAND AT 813 JEFFERSON STREET 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, June 17, 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 interest 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 813 Jefferson Street for a
Roadside Stand.

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: _____

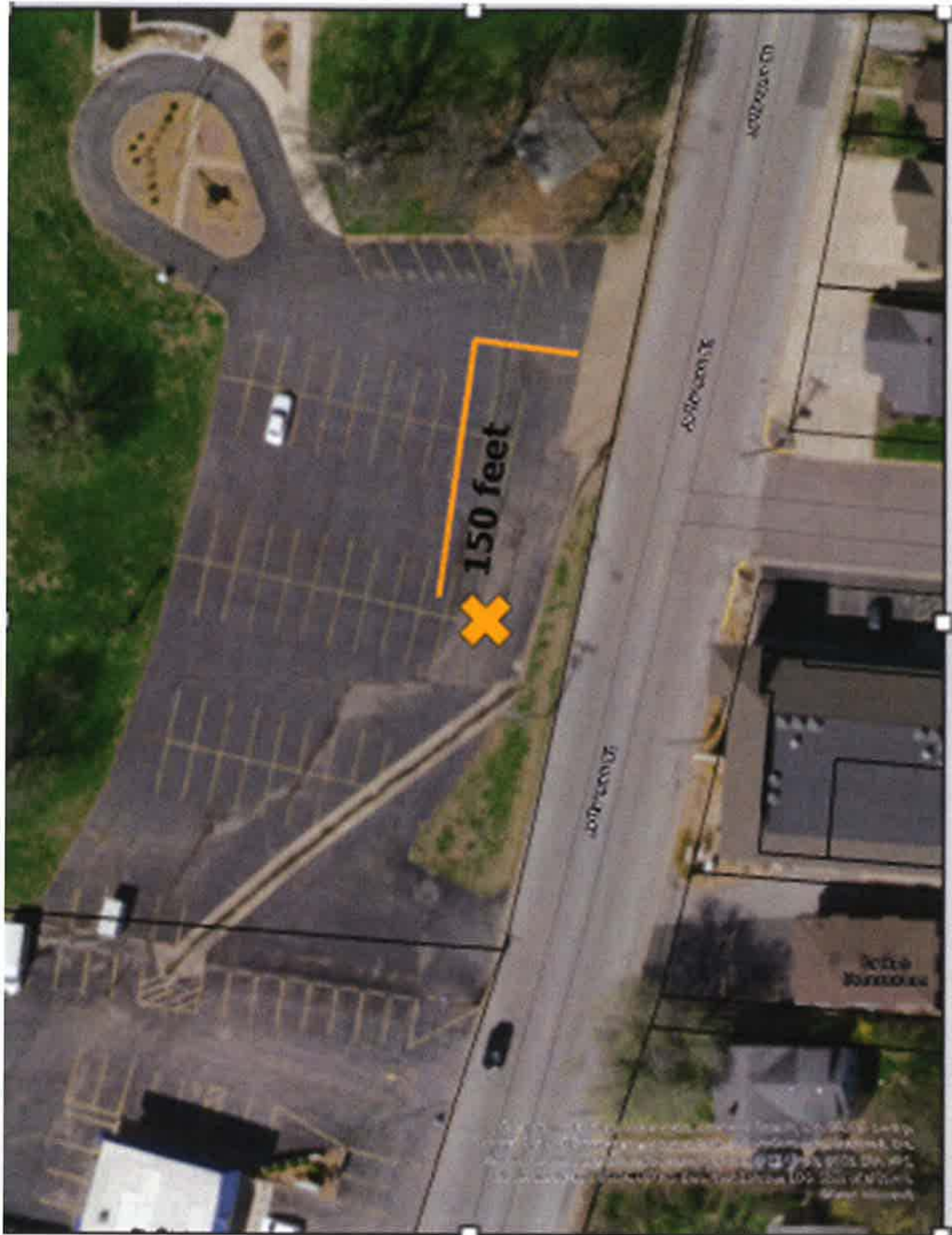
ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri





June 11, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0602-Special Use Permit-Food Stand Extension of Hours-601 W. Fifth Street

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Special Use Permit, extension of hours, was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier /br

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 10, 2024

Re: File #24—0602 – Jesse Turner - 601 W 5th Street – Roadside Stand

Synopsis: The applicant is requesting approval of an extension of operating hours on their Special Use Permit for a roadside stand at 601 W 5th Street.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Two Family	C-2 Overlay
South	Call Center	C-2 Overlay
East	Law Firm / Apartment	C-2 Overlay
West	Strip Center	C-2 Overlay

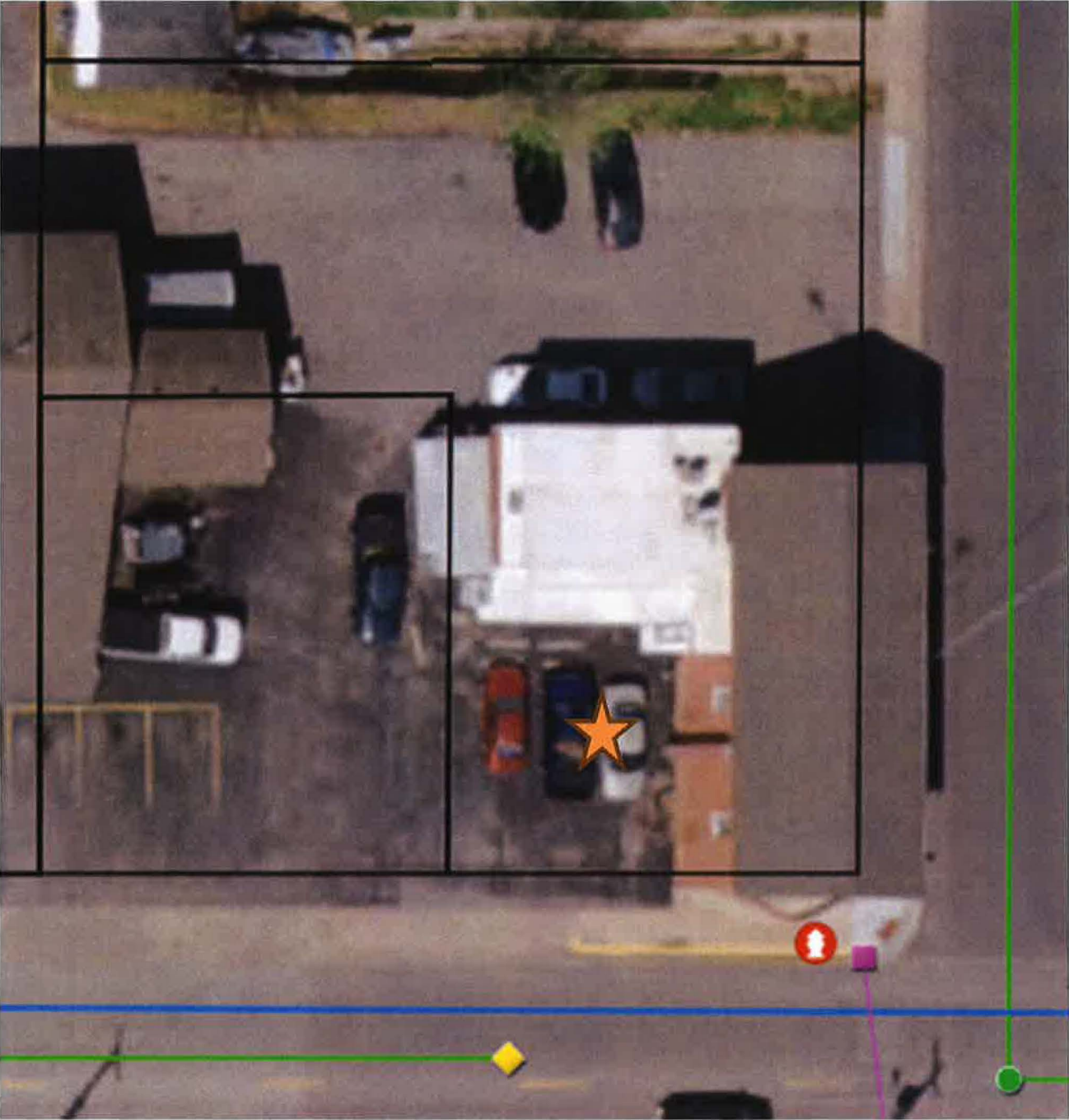
Analysis:

The applicant currently has a special use permit to operate a roadside stand at 601 W 5th Street. In October 2023, the Commission and the Council approved the use, however the Council required a limitation on operating hours to end at midnight. Since then, the applicant has been abiding by the stipulations and requirements laid out by the City Council without incident. The applicant would like consideration to extend the operating hours to 1:15am, shutting down 15 minutes prior to the bar closing at 1:30am, seven (7) days a week.

Staff feel there is no reason to believe that the addition of operating hours shall be an added detriment to the surrounding area.

Recommendation:

Staff recommends approval of the Special Use Permit with the extended hours.



Sarah Skeen

From: Michael Grissom
Sent: Thursday, May 23, 2024 11:41 AM
To: Sarah Skeen
Cc: Jim Armstrong
Subject: RE: 601 W 5th Street

Good Morning,

Here are the minutes from the traffic meeting:

5C 24-05-0025 Food Truck at Sand Bar: Mr. Turner also briefed the committee on his request for an updated special use permit to allow his food truck on the parking lot of the bar to change it's operating hours. Currently the food truck operates from 5:00pm to 12:00. Mr. Turner would like to open the food truck from 11:00am to 2:00am. The committee noted no traffic concerns as a result of opening the food truck earlier, however both Mike Grissom and Chief Armstrong cited concerns with allowing the truck to remain open until 2:00am. Mike Grissom noted that it is not uncommon for large crowds of people to congregate outside of the bar at closing time, sometimes even in the street. This causes the Police Department to have to stand by outside of the bar to keep people out of the streets. The concern was that leaving the truck open until 2:00am would make this problem worse and would also create much more potential for noise complaints and other disturbances. Both Grissom and Armstrong were more comfortable with the request provided that the truck did not remain open past 1:00am. This item was brought to the committee for discussion only since it is not the committee's authority to amend the special use permit. (CLOSED)

Chief and I were hesitantly ok with the concept of keeping the truck open until 1:00am, but nothing past that. If the truck "closes" at 1:15 and they have a line of customers, I find it hard to believe that they are going to cut it off in that case. Our concern was creating a reason for people to stay around after bar closing time, which is already an issue at that location.

Let me know if you have any questions.

Thanks,
Mike Grissom



Mike Grissom
Sergeant, D&N 299

Washington Police Department
301 Jefferson Street
Washington, MO 63090

Dispatch: 636-390-1050
Voicemail: 636-390-1088
Fax: 636-390-2455
E-mail: mgrissom@washmo.gov

From: Sarah Skeen <sskeen@washmo.gov>
Sent: Thursday, May 23, 2024 11:31 AM
To: Michael Grissom <mgrissom@washmo.gov>
Cc: Jim Armstrong <jarmstrong@washmo.gov>; Darryl Balleydier <dballeydier@washmo.gov>; Darren Lamb

<dlamb@washmo.gov>
Subject: 601 W 5th Street

Grissom,

If you recall, Jesse Turner came to Traffic Committee meeting this month concerning his proposal for the scooters in town.

In addition, he wanted to extend the operating hours of his food truck that is located outside the Sandbar. He has applied for a second Special Use Permit, as an amendment to his current Special Use Permit that was conditionalized with shutting down at midnight. He would like to change the operating hours to 11am to 1:15am, shutting down 15 minutes before the bar shuts down.

Please send me your comments, concerns, and considerations to take to the Commission June 10th.

Thank you,

Sarah Skeen

Strengths: Learner | Analytical | Futuristic | Relator | Input



City of Washington
Planning and Zoning Department
Planner | GIS Specialist
Phone 636-390-1015
Cell 636-392-8583
Web www.washmo.gov and www.washmoworks.gov
Email sskeen@washmo.gov
405 Jefferson Street, Washington MO, 63090

24-0602

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: 601 W. 5th Street

Lot: _____ Subdivision: _____ PID# 10-5-22-0-2-099-218-030

Applicant Name: Jesse Turner Phone: 636 283 4022

Address of Applicant: 601 W. 5th St Washington MO 63090

Owner: Williams Brothers Eng LLC Phone: _____

Owner's Address: 21 Oxford

Current Zoning: _____ Proposed Zoning: _____

It is proposed that the property be put to the following use: Food Truck

Lot Size: Frontage _____ (feet) Depth _____ (feet) Number of Stories _____

Number of Units: _____ Number of Off-Street Parking Spaces: _____

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)

Jesse Turner Signature of Applicant 05-10-2024 Date

Jesse Turner Applicant Name Printed

3C

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

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.

Face trailer

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

NO change

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

NO change

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

NONE

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 change up to code

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

NO Change

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.

NONE CHANGE REQUEST 11pm-1150am 7 days/week

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

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 CHANGE

Project here in town. I'm sure as everyone's aware as same with Council, in November of last year when we passed the Memorandum of Understanding agreeing to these terms, they still are the same terms although as I explained in my letter, the first three years are amended to have 100% abatement but that, there's a separate agreement for the company and 353 for them to be able to use those first three years of payments back towards a utilities to the park.

I'm happy to answer any questions and it is a Public Hearing.

Hagedorn: Would anyone in the audience like to say anything? Okay.

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

Bill No. 23-12886, Ordinance No. 23-13852, an ordinance authorizing the City of Washington, Missouri, to issue its Taxable Industrial Revenue Bonds (Precoat Metals Washington LLC Project) for the purpose of providing funds to pay the costs of acquiring, constructing and equipping a facility for an industrial development project in the City; Approving a plan for the project; and Authorizing the City to enter into certain agreements and take certain other actions in connection with the issuance of the bonds.

The ordinance was introduced by Councilmember Holtmeier.

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

* **Special Use Permit – 601 West Fifth Street – Roadside Stand**

October 10, 2023

Honorable Mayor and City Council

City of Washington

Washington, Missouri

RE: File #23-1002-Special Use Permit-Road Side Stand-601 W. Fifth Street

Dear Mayor and Council Members:

At the regular meeting of the Planning & Zoning Commission, held on Monday, October 9, 2023, the Commission reviewed and recommends approval of the above mentioned Special Use Permit.

Sincerely,

John Borgmann

Co-Chairman

Planning & Zoning Commission

Maniaci: Yes, Good Evening Council. So, your other Public Hearing tonight is for a Special Use Permit for a Roadside Stand at 601 West Fifth Street, which is at the corner of West Fifth and Stafford, obviously commonly known as The Sand Bar right now.

They are requesting to have, currently there is no kitchen in the facility for food and they're requesting to have a permanent roadside stand on the western side of the building here where you see these parking stalls.

In our code, you are permitted to have a Roadside Stand on private property 10 times in a calendar year without having a Special Use Permit. All you need is a business license and

approval from the property owner. Once you did it in the same spot for more than 10 times in a calendar year, you have to come forward with a Special Use Permit.

So, obviously it's a food trailer. It's not mobile so they plan to keep it there, I think pretty much full time, you know it could be hitched up. But so, obviously they would need a Special Use Permit.

So, the property again is at the corner of Stafford and West Fifth. This is a site plan just kind of showing the general location of it. It is a 8 x 20 trailer so it does fit into a parking stall. They do have some benches to the left that aren't shown here taking up another parking stall; however, for this use and in this zoning, they have plenty of parking. You're actually permitted, the code is specific about utilizing, bars and nightclubs can have joint parking if the neighboring property approves it and it's within 300'. Well, the neighboring property owner also owns this property, so obviously you can count all of these parking spaces and the 14 they have in the back. So, there is no concern with taking away two parking spaces for this and it did not impede any fire lane.

As for the zoning, you can see here it's C-2 Overlay and then to the rear it's the R-2 Overlay so, this is the kind of mixed use area of Fifth Street.

Last week at the Planning and Zoning Commission Meeting, we did not have any comments from the public and the Planning and Zoning Commission did recommend approval unanimously to issue the Special Use Permit, under one condition by recommendation of staff that the applicant have an inspection done and fill out the Mobile Food Stand Inspection Form, Safety Form, by the Washington Fire Department. We have had that form for a number of years now. It is specially for food trucks and asks questions like when the hood has last been inspected, if they're using fryers, you know to go through all of that and actually have an inspection by the Fire Department.

We were only using that whenever it was somehow applying to be a Registered Food Truck in a Vending District and not one of these Special Use Permits, and so now internally we have changed our internal policy to require that, those first 10 times as well and then conditionalize it on Special Use Permits.

With that condition, I think it made everyone at P&Z comfortable and the applicant has that application and that goes straight to the Fire Department. They may actually have already turned that in.

Holtmeier: The only problem that I have is lately there has been a lot of, you know it says 5 p.m. to 2 a.m. Is that correct? I think that's correct. We've had a lot of problems up there when closing and with crowds gathering outside and squealing tires and all of that stuff. I didn't know if this would be a, if we could shorten the hours.

Maniaci: We're requiring to close bars at 1:30 a.m. Correct? Yeah, so we can conditionalize the hours on here as well.

Holtmeier: I'd say that Midnight would be what I would prefer if we go through with this.

Wessels: Sal, the other thing, and I agree with Joe, it seems to be that we read a lot of incidents that occur right down there. I was wondering why they maybe didn't put it, especially being right down there on the street, maybe put it in the back parking lot? That's theirs also, isn't it?

Maniaci: Yes, that lot you can see there.

Wessels: Was there any discussion about that or...

Maniaci: No, the only discussion at P&Z was to make sure that it wasn't placed in between these two buildings so that there was still room for cars to get around. I don't think that it's technically a fire lane. The building doesn't need 360 access with this. So, there was discussion of that and then I won't speak on the behalf of Chief, but with that condition of approval, having it earlier than when the bars close, that may be tough to regulate because it's closing it at Midnight prior to than 1:30 when the bar is still open.

Holtmeier: Or even make it 1:30 instead of 2...*inaudible*

Maniaci: *Inaudible*...the restaurant is closed.

Armstrong: Sure.

Maniaci: That makes more, I mean it's your own prerogative, I just, having an Officer show up at Midnight and then at 1:30 to make sure the bar is actually closed, I don't want to speak on your behalf.

Armstrong: I agree with Sal. We could enforce either way, whatever you all decide. So, it's not that problematic. We're by there several times while they're open anyway so we can certainly stop by to make sure they're closed at *inaudible*...

Coulter: Are you more comfortable with 1:30 versus Midnight?

Armstrong: I really, well I guess it depends on what, so as Council eluded to, there has been increased problems recently with crowds gathering outside during business hours and at closing time. I'm not sure if this will impact it or not. I would imagine it would increase that. Just the fact that now there is a reason to be outside.

Unknown: A reason to stay past hours.

Armstrong: And stay past hours too.

Holtmeier: It just keeps the patrons around longer.

Armstrong: Yes.

Holtmeier: You get more problems when you got...

Reed: I'm not done with my hotdog.

Holtmeier: What?

Reed: I'm not done with my hotdog yet. I'll be leaving shortly.

Holtmeier: I'd say 1:00 when the bars close and the food close the same time. That would be my preference. But that's just...

Reed: Is the owner present or here?

Lamb: It is a Public Hearing so...*inaudible*

Maniaci: They are not.

Lamb: Open the floor for comments.

Maniaci: The applicant was at Planning and Zoning Commission, I'm not sure if they weren't able to make it.

Lamb: Okay.

Reed: My thing of it is 10 times is not a lot, I mean if you're doing it and it all got down now and 10 times in between now until the end of the year, maybe a lot. But I mean, 10 times is not much, I mean you've got a hell of an investment here just to do it 10 times a year. I see this, you know maybe snowballing and then continue to do more than this, his requirements are to what?

Maniaci: Well, this permit is to allow more than 10 times.

Reed: More than 10 times?

Maniaci: Yes.

Reed: Okay.

Maniaci: Anything less, we can improve in house. Administration...

Reed: So, he can be open every weekend?

Maniaci: Yes, and then for 10 weeks, you could.

Wessels: You could be open every night.

Maniaci: And now your, with a Special Use Permit, it could be open every day.

Reed: Okay.

Maniaci: The Special Use Permit allows you to go above and beyond 10 because it's considered permanent.

Wessels: Would you be able to pin down for, I don't know, would you be able to pin down the activities that we've read about, the occurrences up there at closing time and so forth, are they out in front or they in...

Armstrong: Yes, it would be along Fifth Street.

Wessels: Most of the time?

Armstrong: Yes, most of the time.

Wessels: See that again, I thought so when I was reading those. That's again my point was, maybe...*inaudible*. You have more traffic on Fifth Street and if you're going to draw more people on that side of the thing, I don't know.

Reed: Well, we may need a way out of this thing...*inaudible*

Hagedorn: Would anyone in the audience like to comment on this? Okay.

Maniaci: I would say, when you say a way out of it, the new rule you passed a few months ago, revocation of a Special Use Permit. I would say that you have to add some conditions then hold them to that. So, there has to be some...*inaudible*

Reed: I think we're silly if we don't add something to that.

Maniaci: Maybe ask Mark, I don't know what could constitute...

Piontek: I'm trying to pull it up here so, bear with me.

Maniaci: *Inaudible*

Lamb: While he's looking that up, you would have to go ahead at a minimum, if you want to put in the...

Piontek: The time.

Lamb: The time, you have to go ahead and add that to the ordinance. That would have to be added.

Piontek: Correct.

Patke: But is it simply adding a time or is it a matter of occurrences when law enforcement is called that we're going to put a time frame on that? I mean that's tough.

Wessels: Yes, we don't...

Patke: I agree with you, it's a bad situation but...

Reed: It could be a bad situation.

Patke: Right. So, back to Councilmember Coulter's question, the Chief is, what time is it the best? If we say close the restaurant, part of it at Midnight, I know, it's, you know not that you have to enforce it, but if we allow that to open until 1:30, we are waiting for your hotdog to get done and they are until after that.

Armstrong: Sure, I would prefer earlier.

Patke: Yes.

Armstrong: But that's my opinion.

Reed: After Midnight.

Patke: So, I'm back to what Councilmember Holtmeier proposed, and say the food truck closes at Midnight. That would be my suggestion.

Holtmeier: Yes.

Reed: I can buy that.

Patke: I mean...*inaudible*

Wessels: We can put that on as a condition for the Special Use Permit, Mark?

Piontek: Yes.

Lamb: Hours of operation.

Wessels: All right. Do we have that in a motion yet?

Behr: *Inaudible*

Patke: I will make that motion that we, upon approval of this Special Use Permit that the stand closes at Midnight.

Holtmeier: I'll second that.

Hagedorn: Okay, motion by Patke, seconded by Holtmeier. Further discussion? Do we need to accept this into the minutes first?

Patke: Are you okay with that, Mark?

Lamb: You need to accept the hearing into the minutes.

Piontek: The recommendation, right.

Holtmeier: Okay.

Wessels: I move to accept the hearing into the minutes.

Hidritch: Second.

Hagedorn: Motion by Wessels, seconded by Hidritch. Why don't we pass this just to get it into the minutes. Is that okay?

Lamb: That's all you have to do is get it into the minutes, and then the next one is where you can amend the ordinance.

Hagedorn: Okay.

Reed: Oh, okay.

Hagedorn: All right, on Mark's motion and Mark's second, all of those in favor say aye.

Hidritch, Holtmeier, Behr, Patke, Briggs, Coulter, Wessels, Reed: Aye.

Hagedorn: Motion passes. It's in the minutes.

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

(Remaining of page intentionally left blank)

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING A SPECIAL USE PERMIT FOR A
ROADSIDE STAND AT 601 WEST FIFTH STREET IN THE CITY OF
WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, on or about October 2, 2023, the City Council of the City of Washington, Missouri passed Ordinance No. 23-13853 granting a Special Use Permit for a Roadside Stand at 601 West Fifth Street in the City of Washington, Missouri; and

WHEREAS, Ordinance No 23-13853 conditioned the issuance of the Special Use Permit on the Roadside Stand closing at midnight; and

WHEREAS an application to amend Special Use Permit by amending the closing hours 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 was held in the City Council Chambers, 405 Jefferson Street, Washington, Missouri, on Monday, June 17, 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 interest of the City.

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

SECTION 1: That the Special Use Permit issued for 601 West Fifth Street for a Roadside Stand is hereby amended by amending the closing hours to 1:15 a.m. All other provisions of the Special Use Permit approved by Ordinance No. 23-13853 not expressly amended herein shall remain in full force and effect.

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

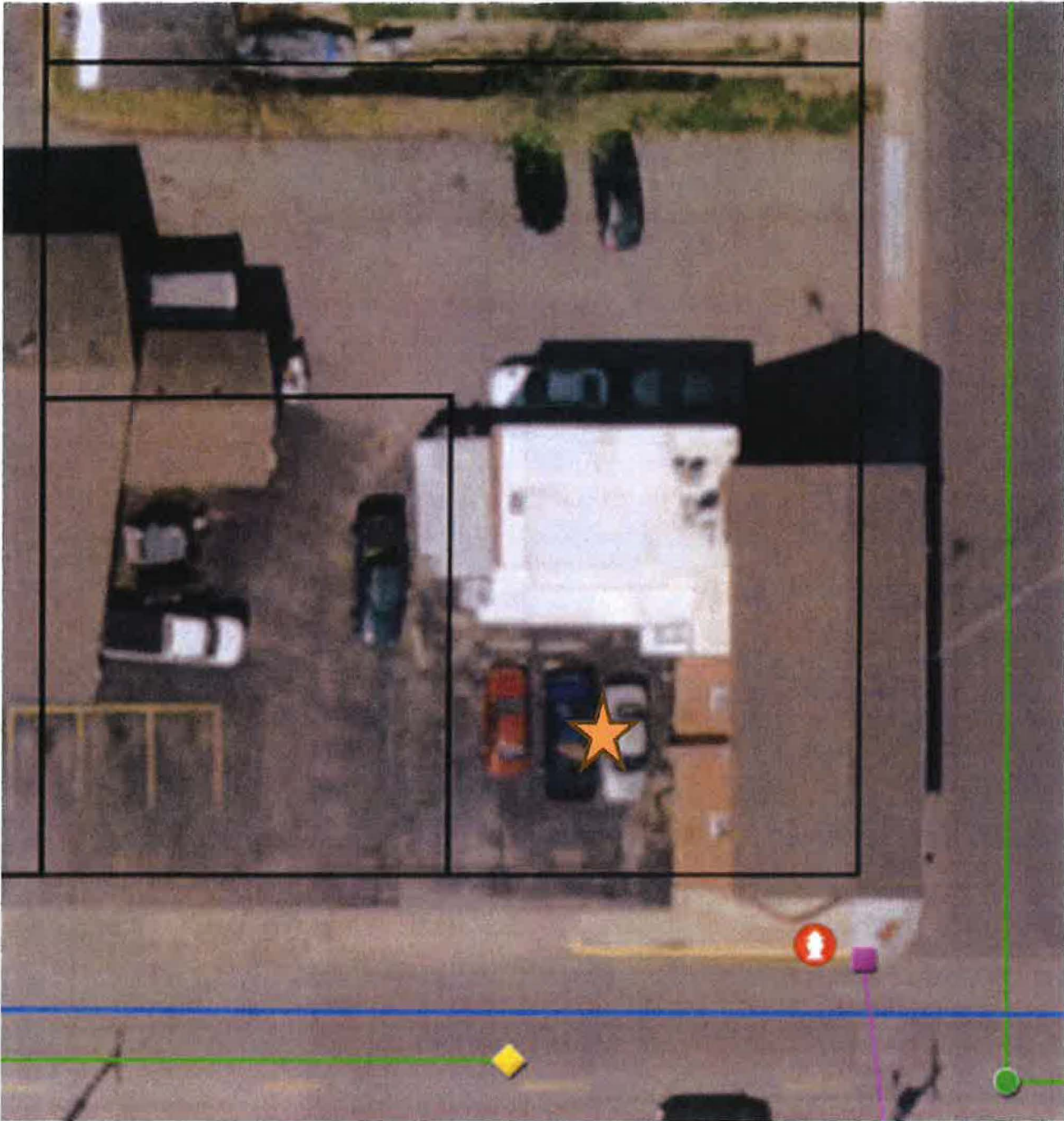
Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Recommendation:

Staff recommends approval of the Special Use Permit with the extended hours.





June 11, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0603-Special Use Permit-Construction of Cell Tower-6350 Weg Drive

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Special Use Permit was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 10, 2024

Re: File # 24-0603 – WEG Transformers USA - Telecommunications Tower

Synopsis: The applicant is requesting approval of a Special Use Permit to install a telecommunications tower at 6350 Weg Drive.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Parking Lot	M-2
South	Sahm Welding	M-2
East	Frick's Quality Meats	M-2
West	ArmeriGas Propane	M-2

Analysis:

According to Sections 400.335 and 400.340, proposed undisguised telecommunication towers must obtain a special use permit granted that it is at least 200 ft. away from any residential structure, not more than 200 ft. in height, and all support structures must meet regular setback requirements. The property is zoned M-2 and as such the maximum tower height set for this zoning districts is 150 feet.

The proposed tower is a 100-foot self-supporting radio tower that will be used to communicate via walkie talkies between WEG facilities, as well as used to enhance internet service to the facilities. The site of the location of the tower is on a 12.48 acre parcel no less than 160 feet from Bluff Road, adjacent to an existing industrial building. The base of the tower will be 8'9" and will taper to a 2'9" spread at the top of the tower.

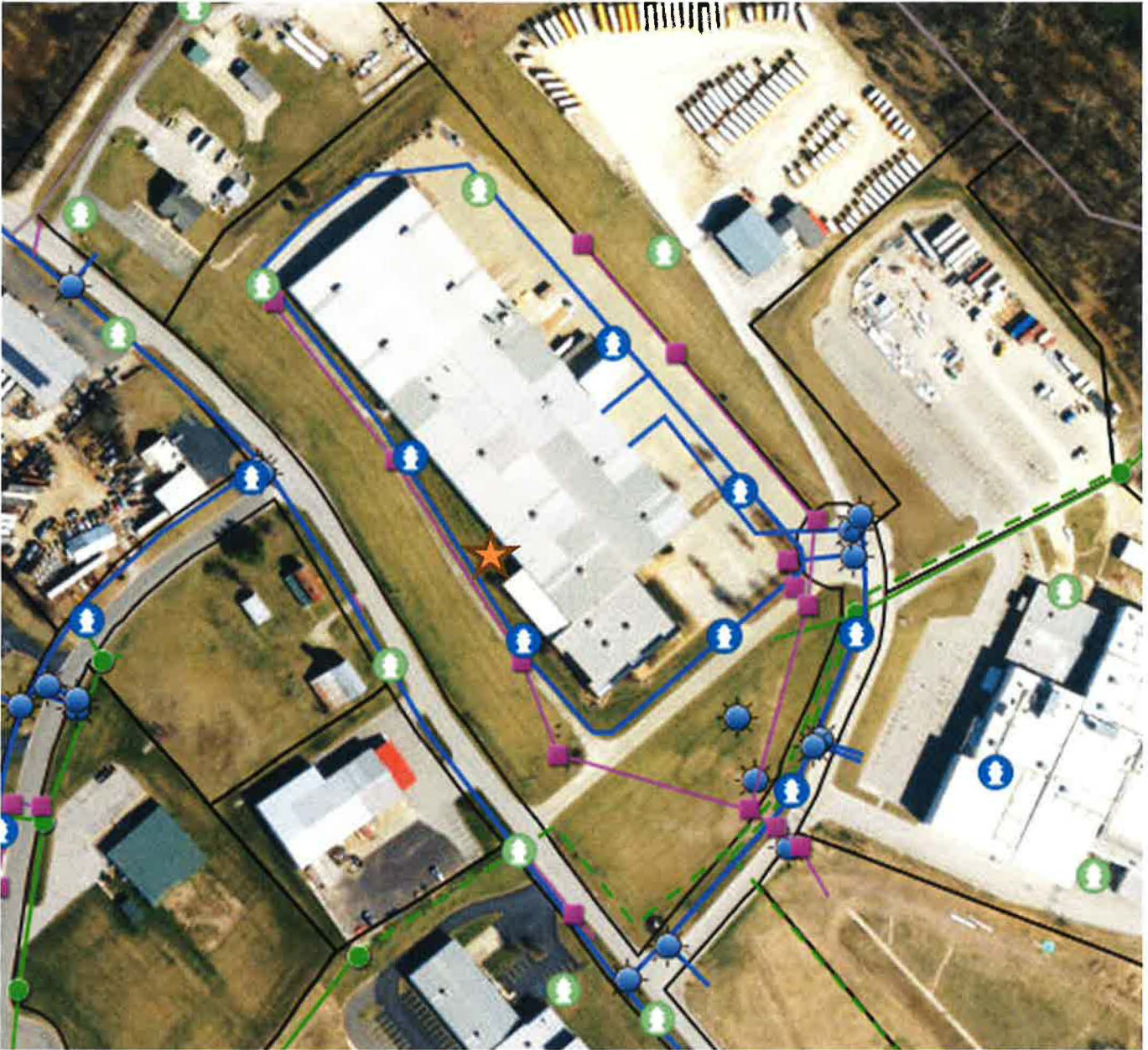
The design meets or exceeds the state and local building codes, National Electric Safety Codes, FAA, FCC, and any other federal or state agency standards and regulations.

There will be no added traffic, noise, or light production that will impact the adjacent properties. There will be no increased demand for public services, nor is there a potential for fire hazards created by the proposed use.

Due to the nature of the industrial location and the lack of electrical boxes at the base of the tower, staff is recommending a waiver of the minimum 6 foot high landscaping or fence buffer.

Recommendation:

Staff recommends approval of the Special Use Permit to install a telecommunications tower at 6350 Weg Drive.



24-0603

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: **6350 WEG Dr, Washington, MO 63090**
Street Address: _____

Lot: **4** Subdivision: _____ PID# _____

Applicant Name: **Paul Mezei** Phone: **(636) 667-2461**

Address of Applicant: **215 St Marys Rd.,**

Owner: **WEG Transformers USA** Phone: **(636) 239-9330**

Owner's Address: **6350 WEG Dr, Washington, MO 63090**

Current Zoning: **M-2** Proposed Zoning: **M-2**

It is proposed that the property be put to the following use: **ADD TOWER**

Lot Size: Frontage _____ (feet) Depth _____ (feet) Number of Stories _____

Number of Units: _____ Number of Off-Street Parking Spaces: _____

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 _____ Date _____
Larry Proemsey

Applicant Name Printed

3e

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.

100 FT SELF SUPPORT TOWER TO BE USED TO COMMUNICATE BETWEEN WEG FACILITIES.

- 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.

100 FT TALL SELF SUPPORT TOWER WITH 8 FT 9 INCH BASE WIDTH.

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

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

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

- 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.

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

100 FT SELF SUPPORT TOWER

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.
-
-

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.
-
-

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.
-
-

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO CONSTRUCT
A 100-FOOT MONOPOLE WIRELESS TELECOMMUNICATION TOWER
AT 6350 WEG DRIVE IN THE CITY OF WASHINGTON, FRANKLIN
COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit to construct a 100-foot
Monopole Wireless Telecommunication Tower at 6350 WEG Drive in a M-2, Industrial
Zoning District, has been filed by Paul Mezei; and

WHEREAS, the City Planning & Zoning Commission has recommended that
said application be approved; and

WHEREAS, a Public Hearing on said application was held on Monday, June 17,
2024, in the Council Chambers of City Hall, 405 Jefferson Street, in Washington,
Missouri, notice of said hearing having been duly published in the "Washington
Missourian"; and

WHEREAS, the City Council has determined the granting of such a Special Use
Permit would be in the best interest of the City and will not adversely affect the general
welfare of the community.

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 to construct a 100-foot
Monopole Wireless Telecommunication Tower at 6350 WEG Drive in a M-2, Industrial
Zoning District.

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

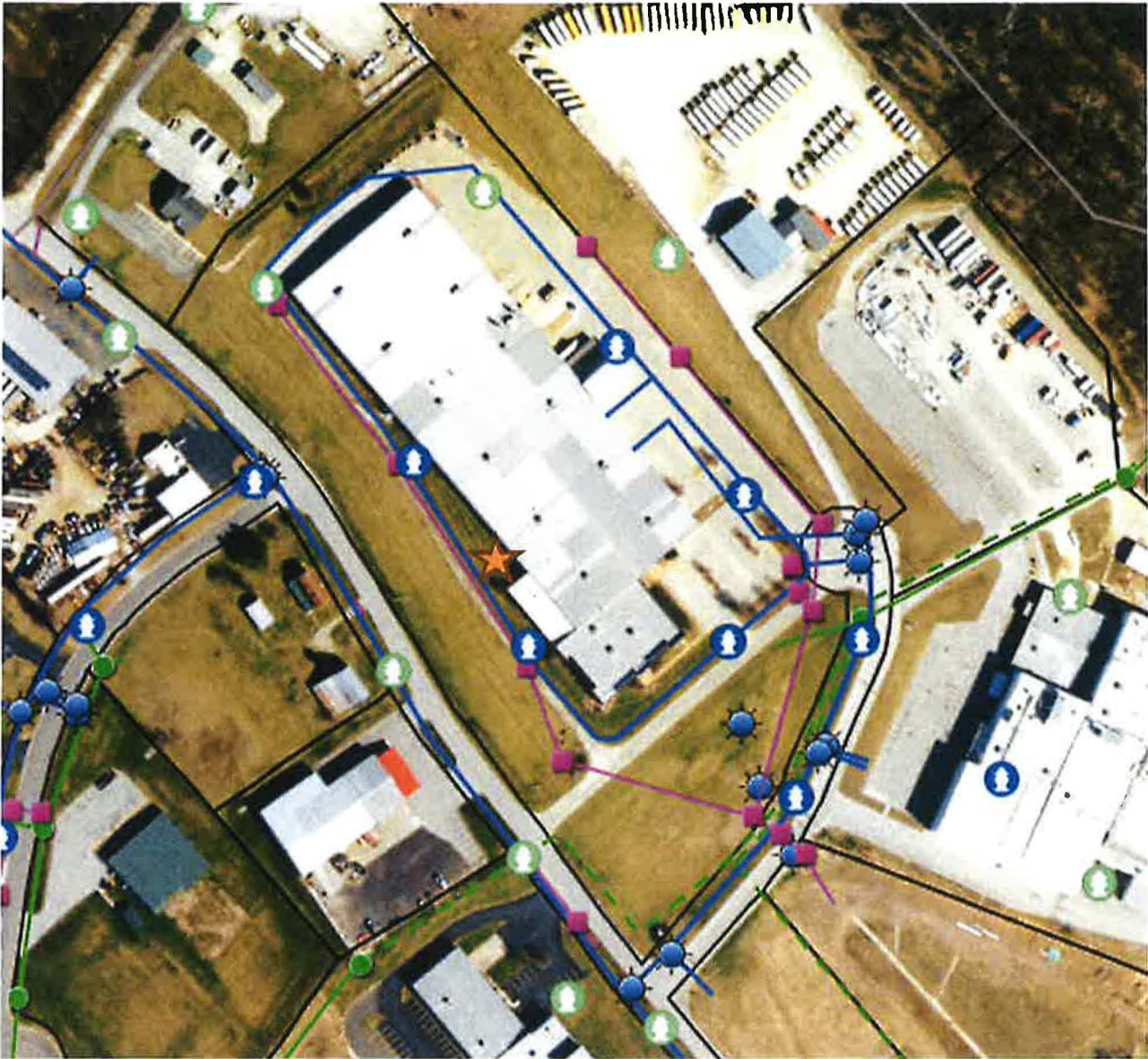
Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Recommendation:

Staff recommends approval of the Special Use Permit to install a telecommunications tower at 6350 Weg Drive.





June 11, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 24-0604-Annexation-Stone Bridge Phase 3**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Annexation was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 10, 2024

Re: File #24-0604 – Voluntary Annexation – Vic Hoerstkamp

Synopsis: The applicant is requesting to annex approximately 18.36 acres off Bieker Road. Exhibit attached for Stone Bridge Phase 3.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Farm Land	None
South	Farm Land	None
East	Single Family	R-1A
West	Single Family Under Construction	R-1D

Analysis:
 The applicant has submitted an application to annex 18.36 acres as shown with an attached survey and legal description. The application requests that the newly annexed property be zoned R1-D Single Family Residential. The future land use map of this specific area proposes residential uses as it develops. The proposed zoning of R1-D matches the vision of the comprehensive plan, and the density requirements of this district are compatible with the surrounding area. Stone Bridge Phase 2, the property to the west is currently being developed as single-family lots approximately 7,500 square feet in size under the R1-D zoning district. Stone Crest, the property to the east has been developed as single-family lots at least 10,000 square feet in size under the R1-A zoning district.

Recommendation:
 Staff recommends approval of the proposed annexation as well as the proposed zoning designation of R1-D Single Family Residential.

24-0604

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street • Washington, Missouri 63090
636.390.1010 phone • 636.239.4649 fax

VERIFIED PETITION FOR ANNEXATION

By completing this document, the undersigned is verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Washington, Missouri.
3. The undersigned hereby petitions the City Council of the City of Washington, Missouri, for voluntary annexation of the real property described in Exhibit "A".
4. The undersigned hereby requests the City Council of the City of Washington, Missouri, zone the real property described in Exhibit "A" as R1D

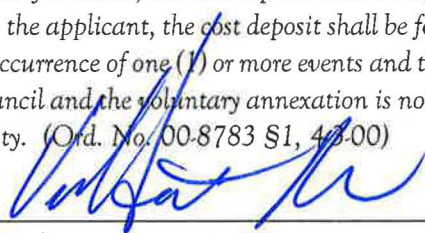
The following describes the fee involved with a voluntary annexation request, and the conditions of a refund, as called out in the City of Washington Codes:

SECTION 400.170: VOLUNTARY ANNEXATION PETITIONS FEES & PROCEDURES

A. Any request for voluntary annexation submitted to the City of Washington, Missouri, pursuant to Section 71.012 of the Revised Statutes of Missouri shall be accompanied by a cost deposit of two hundred dollars (\$200.00) for processing said request. Please make check payable to the City of Washington.

B. If the request for voluntary annexation is not approved by the City Council, the cost deposit shall be refunded to the applicant. If the request for voluntary annexation is withdrawn by the applicant, the cost deposit shall be forfeited to the City. If the request for voluntary annexation is contingent on the occurrence of one (1) or more events and these events do not transpire due to action or inaction by others than the City Council and the voluntary annexation is not approved by the City Council, then the cost deposit shall be forfeited to the City. (Ord. No. 00-8783 §1, 43-00)

NORTHERN STAR HOMES, L.L.C. &
VMH L.L.C., C/O VIC HOERSTKAMP, MEMBER



Applicant Name (print)

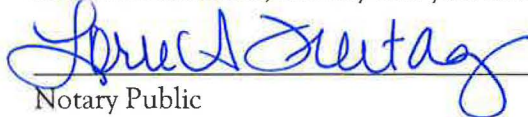
Applicant signature

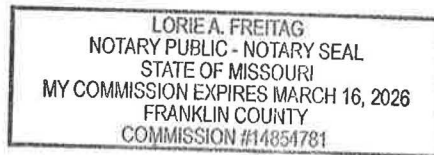
Address & Phone P.O BOX 1654, WASHINGTON, MO 63090 PHONE 636-390-2111 EXT. 23

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

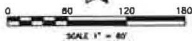
On this 24th day of May, 2024, before me appeared Vic Hoerstkamp, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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


Notary Public



ANNEXATION EXHIBIT "A"



= TO BE ANNEXED AS R-10

DESCRIPTION OF 18.36 AC. TRACT TO BE ANNEXED TO PROPOSED ZONING 7-10

A tract of land part of the U.S. Survey 1912 and the Northeast fractional Quarter of Section 35 and the West fractional half of Section 36, Township 44 North, Range 1 West of the 5th P.M., and being more fully described as follows:

Beginning at a Stone at the Southwest Corner of the Northeast Quarter of Section 35,

Thence N 89° 13' 12" W 231.05 feet;

Thence N 08° 15' 12" E 432.23 feet;

Thence S 89° 31' 28" E 268.84 feet;

Thence N 08° 28' 12" E 438.88 feet;

Thence N 88° 03' 01" E 386.50 feet;

Thence N 72° 44' 28" E 174.85 feet;

Thence N 78° 24' 02" E 353.83 feet;

Thence N 74° 24' 32" E 220.29 feet;

Thence S 81° 14' 31" W 382.02 feet;

Thence N 89° 13' 52" W 122.47 feet;

Thence S 89° 28' 52" E 528.19 feet;

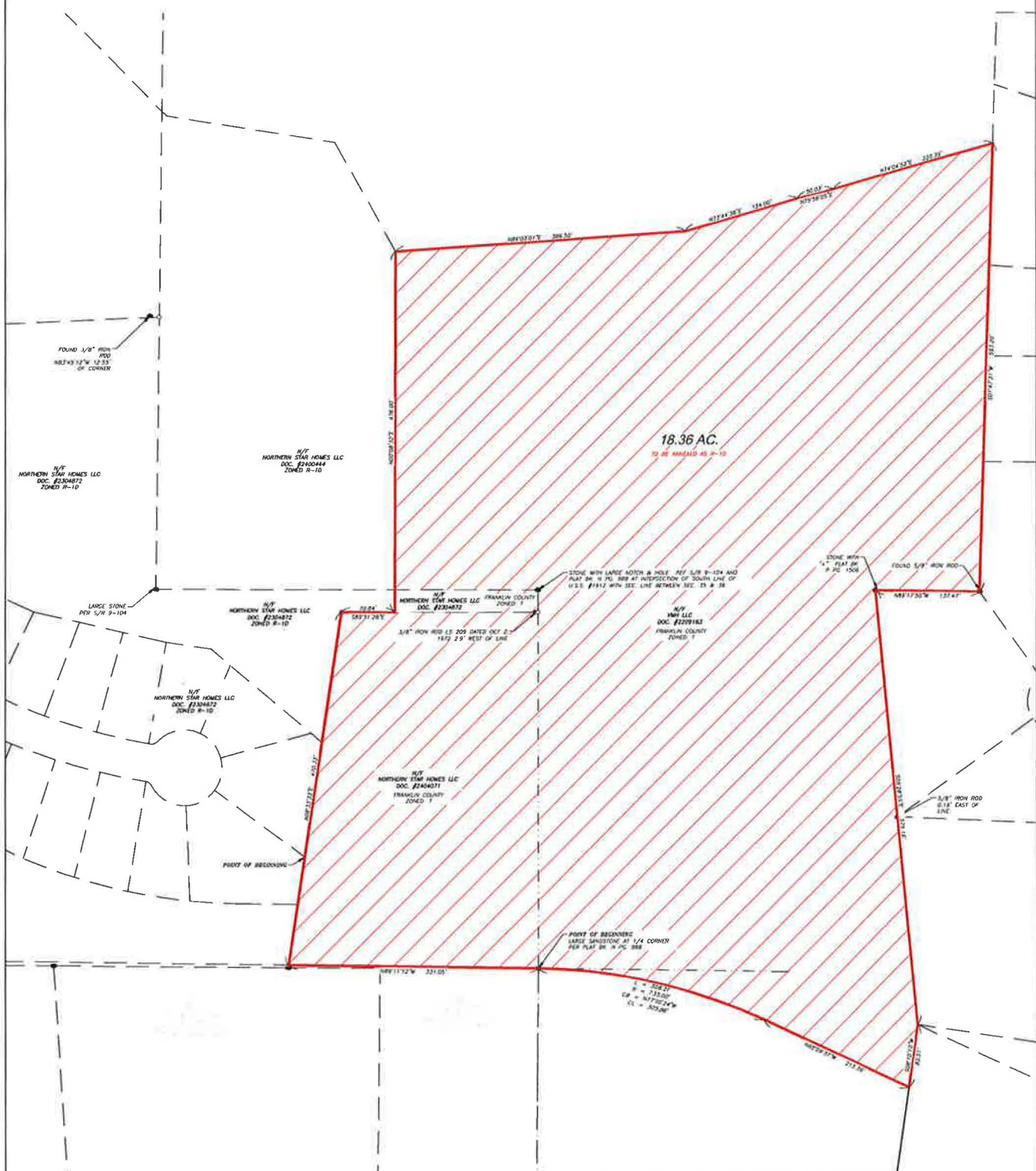
Thence S 08° 10' 12" W 83.51 feet;

Thence N 62° 08' 12" W 213.28 feet;

Thence on a curve to the left in a northeasterly direction having a radius of 733.00 feet and a central bearing and distance of N 27° 10' 24" W 303.86 feet to the POINT OF BEGINNING.

Containing 18.36 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.



1 OF 1

ANNEXATION EXHIBIT "A"

A TRACT OF LAND BEING PART OF SECTION 35 & 36, ALL IN T44N, R1W OF THE 5TH P.M., IN FRANKLIN COUNTY, MISSOURI

WUNDERLICH
 SURVEYING & ENGINEERING, INC.
 512 EAST MAIN STREET
 UNION, MO 63084 (636) 583-8400
 WSETEAM.COM



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE ANNEXING 18.36 ACRES OFF
BIEKER ROAD INTO THE CITY OF WASHINGTON,
FRANKLIN COUNTY, MISSOURI

WHEREAS, on May 24, 2024, a verified petition signed by Vic Hoerstkamp requesting annexation of certain territory into the City of Washington, Missouri, was filed with the City Clerk; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Washington, Missouri; and

WHEREAS, the Washington Planning & Zoning Commission has recommended that the subject property described in Exhibit A, attached hereto, should be annexed into the city limits of the City of Washington, and should be placed into the R-1D, Single-Family Residential as requested by the applicant; and

WHEREAS, the City Council held a Public Hearing concerning the matter of annexation of the land described in Exhibit A, at City Hall in Washington, Missouri, on Monday, June 17, 2024, at 7:00 p.m. during a regular meeting of the City Council; and

WHEREAS, notice of said public hearing was given by publication of notice thereof, on in the "Washington Missourian", a bi-weekly newspaper of general circulation in the County of Franklin, State of Missouri; and

WHEREAS, at said public hearing, all persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation of the land described this ordinance; and

WHEREAS, the City Council of the City of Washington, Missouri does find and determine that said annexation of the land described in this ordinance is reasonable and necessary to the proper development of the City; and

WHEREAS, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1: The boundaries of the City of Washington, Missouri, are hereby altered to encompass the tracts of land described in Exhibit A of this ordinance, lying adjacent and contiguous to the present corporate limits.

SECTION 2: Pursuant to the provisions of Section 71.012 RSMo, as amended, the land described and incorporated herein by reference, is hereby annexed into the City of Washington, Missouri, and zoned R-1D, Single-Family Residential District.

SECTION 3: The City Clerk of the City of Washington is hereby ordered to have three (3) certified copies of this ordinance filed with the Franklin County Clerk.

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

A tract of land part of the Northeast fractional Quarter of Section 35, Township 44 North, Range 1 West of the 5th P.M., being more fully described as follows:

Commencing at a stone at the Southeast corner of the Northeast Quarter of Section 35;

Thence N 89° 11' 12" W 331.05 feet to an iron rod;

Thence N 08° 33' 33" E 377.26 feet to the POINT OF BEGINNING;

Thence N 80° 12' 02" W 329.03 feet;

Thence N 65° 14' 57" W 336.56 feet;

Thence N 34° 27' 10" E 6.35 feet;

Thence N 55° 32' 50" W 200.00 feet;

Thence S 88° 13' 48" W 175.35 feet;

Thence N 01° 46' 12" W 140.72 feet;

Thence N 24° 15' 51" E 190.26 feet;

Thence N 33° 58' 26" W 153.99 feet;

Thence N 23° 16' 34" E 153.66 feet;

Thence N 10° 32' 09" W 110.58 feet;

Thence N 28° 15' 37" E 157.68 feet;

Thence S 89° 54' 43" E 260.70 feet;

Thence S 44° 31' 47" E 549.18 feet;

Thence S 81° 03' 31" E 226.15 feet;

Thence S 28° 59' 49" E 165.35 feet;

Thence S 00° 08' 32" W 476.90 feet;

Thence N 89° 51' 28" W 70.84 feet to an iron rod;

Thence S 08° 33' 33" W a distance of 93.07 feet to the POINT OF BEGINNING;

Containing 18.72 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.

ANNEXATION EXHIBIT "A"

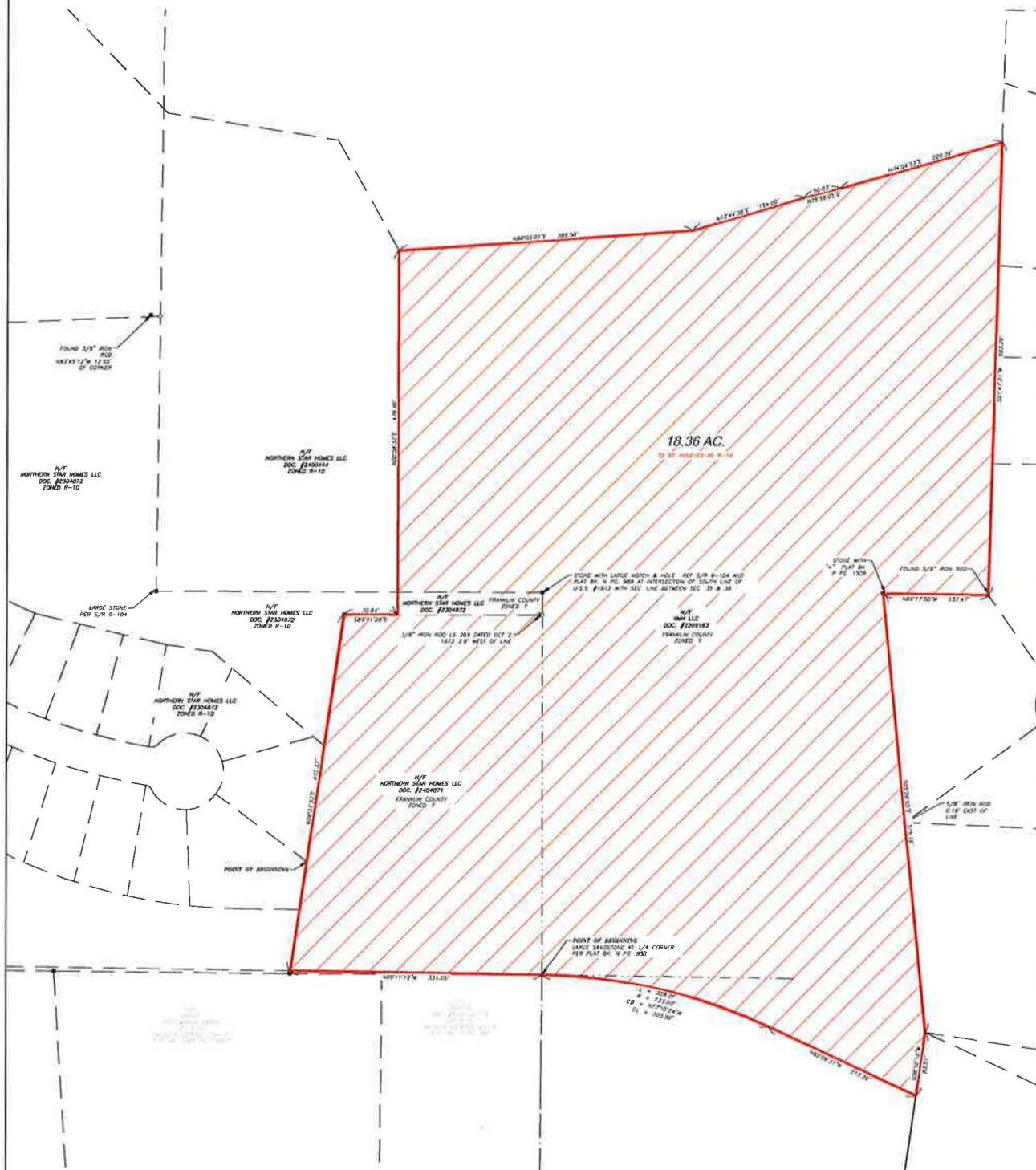


= TO BE ANNEXED AS R-1D

DESCRIPTION OF 18.36 AC. TRACT TO BE ANNEXED TO PROPOSED ZONING "R-1D"

A tract of land part of the U.S. Survey 1912 and the Northeast fractional Quarter of Section 35 and the West fractional part of Section 36, Township 44 North, Range 1 West of the 5th P.M., being more fully described as follows:

Beginning at a Stone at the Southeast Corner of the Northeast Quarter of Section 35;
 Thence N 89° 11' 12" W 331.05 feet;
 Thence N 09° 14' 32" E 479.83 feet;
 Thence S 89° 31' 28" E 79.84 feet;
 Thence N 09° 08' 32" E 478.00 feet;
 Thence N 89° 03' 51" E 388.50 feet;
 Thence N 72° 14' 38" E 154.00 feet;
 Thence N 70° 36' 03" E 59.63 feet;
 Thence N 74° 04' 52" E 295.39 feet;
 Thence S 01° 47' 31" W 583.20 feet;
 Thence S 89° 10' 10" W 123.47 feet;
 Thence S 89° 28' 55" E 375.16 feet;
 Thence S 89° 10' 10" W 83.51 feet;
 Thence N 85° 09' 27" W 213.39 feet;
 Thence as a curve to the left in a westerly direction having a radius of 725.00 feet and a chord bearing and distance of N 77° 10' 24" W 305.88 feet to the POINT OF BEGINNING.
 Containing 18.36 Acres more or less.
 SUBJECT TO easements, conditions, and restrictions of record.



1 OF 1	ANNEXATION EXHIBIT "A"		
	A TRACT OF LAND BEING PART OF SECTION 35 & 36, ALL IN T44N, R1W OF THE 5TH P.M., IN FRANKLIN COUNTY, MISSOURI	WUNDERLICH SURVEYING & ENGINEERING, INC. MISSOURI STATE REGISTERED PROFESSIONAL SURVEYOR 512 EAST MAIN STREET UNION, MO 63084 (616) 563-8400 WSETEAM.COM	

3h

15 May 2024

Mayor James "Doug" Hagedorn
City of Washington
405 Jefferson Street
Washington, MO 63090



Dear Mayor Hagedorn,

I hope this letter finds you well. Brown Energy Solutions extends its formal expression of intent to establish a collaborative partnership with the esteemed city of Washington, Missouri.

We admire the initiatives undertaken by Washington, Missouri under your leadership, reflecting a resolute commitment to sustainable development and energy independence. These efforts align closely with our own values and objectives.

The Lewis and Clark Expedition which set out from Camp Wood near present-day Washington, Missouri embodies the spirit of exploration and the quest for knowledge that is crucial to achieving energy independence. Just as Jefferson's vision led to the expansion of American frontiers and the discovery of new resources, today's pursuit of energy independence in Washington, Missouri and beyond mirrors this pioneering journey.

Brown Energy Solutions is eager to contribute its expertise in pioneering energy solutions to complement the initiatives of Washington, Missouri. Our portfolio encompasses a range of technologies, including the conversion of ethanol to hydrogen and the deployment of CO2 neutral solutions, poised to advance your municipality's sustainability goals.

Our proposed collaboration aims to cultivate economic vitality and job creation within the community, fostering socioeconomic resilience and sustained prosperity.

We believe that through our partnership Washington, Missouri can emerge as a regional leader in sustainable development and technological innovation, enhancing the quality of life for its residents.

We submit this formal letter of intent as a precursor to substantive discussions, and we look forward to the opportunity to explore this partnership further.

Thank you for your consideration.

Respectfully,

Ray Brown, President & CEO

Brown Energy Solutions, Inc. and the Brown Energy Solutions Team LLC
212 East Hillsboro Blvd, Suite 142 – Deerfield Beach, FL 33441 – P: (305) 330-5660

Brown is the new Green

The Brown Energy Solutions Team Presents:

The Lewis & Clark Expansion Project for Closed-Loop Carbon Negative Energy Independence along the Missouri River and Beyond

We turn Plants into Ethanol and then into Hydrogen and finally into Power
We are an On-Location & On-Demand H₂-Based Power Supplier to the Grid
We are Carbon Negative and 2.5X+ More Cost Effective to the Customer @ \$0.06/kWh

Dean Steiger

Brown Energy Solutions, Inc.
Director of Business Development
Dean@BrownEnergy.org
M: (314) 398-7552

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and the Brown Energy Solutions Team LLC
(hereinafter and collectively: “BEST”)**

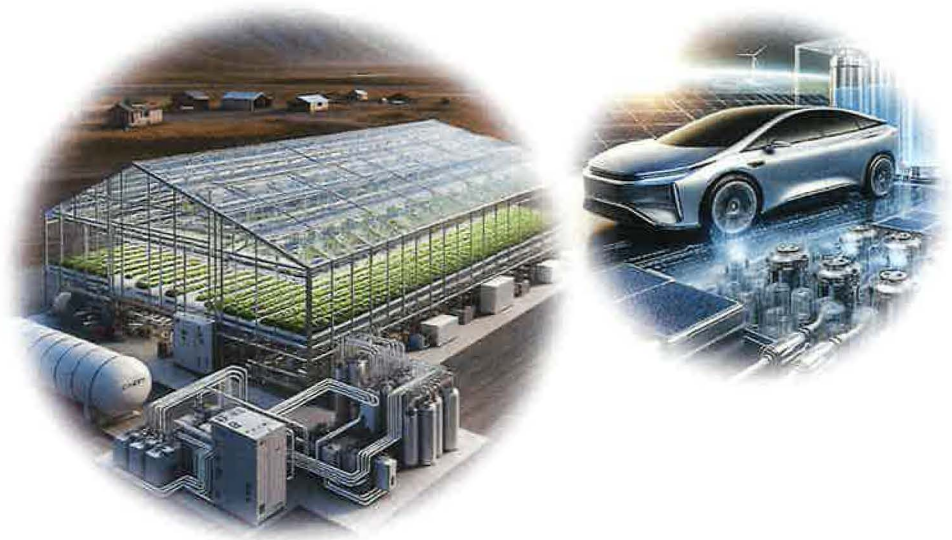
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**Brown Energy Solutions, Inc.
and the Brown Energy Solutions Team LLC**

212 East Hillsboro Blvd, Suite 142
Deerfield Beach, FL 33441
P: (305) 330-5660

www.BrownEnergy.org
www.BrownIsTheNewGreen.com



The Lewis & Clark Expansion – and the case for why America needs to build an **H2 Network for Energy** (1st) in order to further develop a H2 Network for Transportation (2nd)

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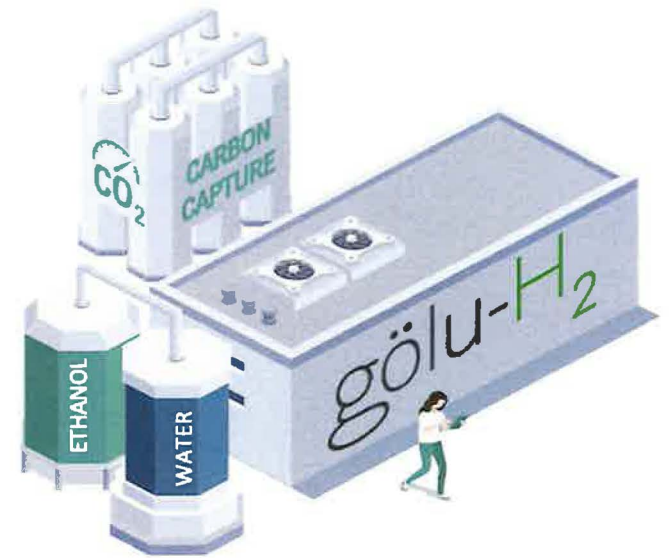
5 Key Points to the **BEST H2 Technology Solution**

- ★ **Local & On-Demand** – with the footprint of a couple shipping containers, a single (one standard unit) BEST H2 system installation creates the fuel (1,250 kg of hydrogen per day) or the energy (9.5MM kWh/yr) when & where you need it verses collect &/or transport
- ★ **Closed-Loop** – the BEST H2 system takes feed-stock from self contained agricultural facilities and uses it to produce ethanol on demand and then converts it into hydrogen on demand for fuel cell charging and/or direct energy creation – plants go in & energy comes out – Brown is the new Green – an environmentally positive energy solution that's simple & easy to understand or explain
- ★ **Carbon Negative** – the BEST H2 system has zero emissions and is recognised as having a negative carbon impact as verified by Argonne Laboratories and the GREET Model as used & relied upon by all U.S. agencies, including CARB as we reduce CI by -37gCO₂eq/MJ
- ★ **Energy Independant & Power Supplier to the Grid** – a single installation of BEST H2 technology solution can locally supply power to approximately 1,000 homes. Or it can directly feed energy back into the power grid for use by other homes, business & industry – reducing &/or removing the reliance upon old and outdated dirty power sources within the existing energy grid – allowing the regional power company to convert, update, innovate & expand
- ★ **2.5X+ More Cost Effective** – as of 2024, the average cost of electricity in the U.S. stands at approximately 15.95 cents per kilowatt-hour; and while no guarantees can be made with regard to regulations, taxes and potential tolls imposed by government agencies or local energy infrastructure, Brown Energy Solutions strive to get a customer – the end user – to the operational cost of \$0.06/kWh

Who are we? – We're the **BEST H2 & Energy Solution**

The Brown Energy Solutions Team, aka BEST is excited to introduce the future of sustainable energy production — the BEST H2 production system. This revolutionary system is not just an innovation; it's a paradigm shift in how we approach energy generation. Housed within the compact footprint of a 40'x8' shipping container, the **BEST H2 system brings energy production to your doorstep**, eliminating the need for extensive transport or collection. With its groundbreaking closed-loop process, it transforms agricultural feedstock into clean hydrogen fuel, producing 1,250 kg of hydrogen daily or 9.5 million kWh/year. This isn't just green; it's "Brown is the new Green," showcasing a carbon-negative impact verified by leading authorities, including Argonne Laboratories. We can also produce units that produce 250 or 500 kg of H2/day based on the application needs.

What truly sets the BEST H2 system apart is its remarkable energy independence and grid support capabilities, **powering up to 1,000 homes per installation** or remotely contributing directly back to the power grid. In an era where cost and sustainability are paramount, our system strives for a customer operational costs as low as \$0.06/kWh, drastically undercutting the national average by 2.5 times. The BEST H2 system is not just an energy solution; it's a commitment to a cleaner, more sustainable future, proving that innovative technology can lead us towards energy independence and environmental responsibility.



Why we're here – the **Global Climate Change** pushes Rapid Carbon Reduction Efforts by Responsible Nations



Global Climate Change exerts immense pressure on nations to take decisive actions toward emission reduction and achieving carbon neutrality. The ultimate objective is to achieve net-zero emissions, striking a balance between carbon released into the atmosphere and that removed from it

Reducing emissions is crucial for limiting global warming to no more than 1.5°C-2°C above pre-industrial levels. The AR6 Synthesis Report emphasizes the need for 43% emission reduction by 2030 compared to 2019 levels to stay within the 1.5°C limit

The urgency of climate change compels nations to embrace emission reduction strategies, adopt sustainable practices, and work collectively toward a carbon-neutral future. The stakes are high, and the time for action is now.

But, solar panels are not the answer . . .

One of BEST System's 1,250kg/d Gölu-H2 Unit is about the size of a standard 40-foot shipping container. **Similar power would require 57 acres of solar + 1.5 acres of electrolyzer equipment.**

Why the Globe is switching from EVs to FCEVs

Fuel Cell Electric Vehicles (FCEVs) and Battery Electric Vehicles (EVs) both contribute to a cleaner environment. So why are FCEVs considered more advantageous?

FCEVs generate electricity from on-board hydrogen fuel cells, while EVs rely on lithium-ion batteries that must be plugged in for recharging – plus they use material that are hazardous to mine in order to produce (and often employ child &/or slave labor in the process)

In our journey towards a cleaner, more sustainable future, the debate between Fuel Cell Electric Vehicles (FCEVs) and Battery Electric Vehicles (EVs) isn't just academic — it's the battleground for our environmental conscience. While EVs have been lauded for steering us away from fossil fuels, it's the FCEVs that stand on the cusp of revolutionizing our approach to clean mobility. Unlike EVs, which are marred by the environmental and ethical quandaries of lithium-ion battery production — **including hazardous mining practices and the exploitation of labor** — FCEVs offer a beacon of hope. They generate electricity directly from hydrogen, turning the very concept of vehicle emissions on its head. No plugs, no waiting, just pure, clean energy. This isn't merely an alternative; it's the future — a future where we no longer compromise between convenience and our planet's health.

FCEVs can be refueled in minutes, similar to a gas station stop (approximately 3 minutes) while **EVs take longer to charge**, even at high-speed public charging stations (30 minutes to an hour) that effectively **draws power from the equivalent of 100 homes** during that charge

FCEVs can be made lighter than EVs while offering comparable range; and they embody the principle of true zero emissions — water vapor is their only exhaust. The choice is clear. FCEVs are not just vehicles; they're our commitment to a cleaner, greener, and more ethical world.

It is important to note that while FCEVs themselves produce no emissions other than water vapor; you still need H₂ to refuel them & the Brown is the new Green H₂ Solution is produced entirely from renewable energy sources, resulting in no net emissions (carbon negative by reducing CI -37gCO₂eq/MJ) whereas EVs' lithium-ion batteries pose an environmental challenge for disposal when they reach the end of their useful lives

... more on why **FCEVs** are the Future

Fuel Cell Electric Vehicles stand out in the green vehicle landscape due to their efficiency and environmental benefits over Battery Electric Vehicles. FCEVs generate electricity using hydrogen fuel cells, offering quick refueling times of about three minutes and producing only water vapor as emissions. This contrasts with **EVs, which depend on lithium-ion batteries requiring lengthy charging periods and are linked to hazardous mining practices and environmental disposal challenges.** Moreover, FCEVs can be lighter and offer ranges comparable to EVs, while their hydrogen is derived from renewable sources, ensuring a carbon-negative footprint. This makes FCEVs not only a more sustainable option but also a more practical and environmentally friendly choice for the future of transportation.

In our journey towards a cleaner, more sustainable future, the debate between Fuel Cell Electric Vehicles (FCEVs) and Battery Electric Vehicles (EVs) isn't just academic — it's the battleground for our environmental conscience. While EVs have been lauded for steering us away from fossil fuels, it's the FCEVs that stand on the cusp of revolutionizing our approach to clean mobility. Unlike EVs, which are marred by the environmental and ethical quandaries of lithium-ion battery production — including hazardous mining practices and the exploitation of labor — **FCEVs offer a beacon of hope. They generate electricity directly from hydrogen**, turning the very concept of vehicle emissions on its head. **No plugs, no waiting, just pure, clean energy.**

FCEVs aren't just lighter and more efficient; they embody the principle of true zero emissions—water vapor is their only exhaust. When powered by revolutionary solutions like the "Brown is the new Green" H2 Solution, which harnesses renewable energy sources, FCEVs don't just aim for carbon neutrality; they achieve carbon negativity, slashing carbon intensity by $-37\text{gCO}_2\text{eq/MJ}$.



The Challenge of Building an **H2 Fueling Network**



The establishment of a comprehensive hydrogen fueling network is essential for the widespread adoption of hydrogen-powered vehicles and the transition to a cleaner energy future. However, this endeavor comes with several challenges:

- Infrastructure Development
- Technical Challenges
- Production & Supply Chain
- Market Viability and Demand
- Public Perception and Awareness
- Policy and Incentives
- Scaling Up Gradually

Building a hydrogen fueling network requires a multifaceted approach involving technology, policy, investment, and public engagement. Overcoming these challenges will pave the way for a sustainable and zero-emission transportation future.

California Sets the **National & Global Challenge** while no current H2 Network Exists

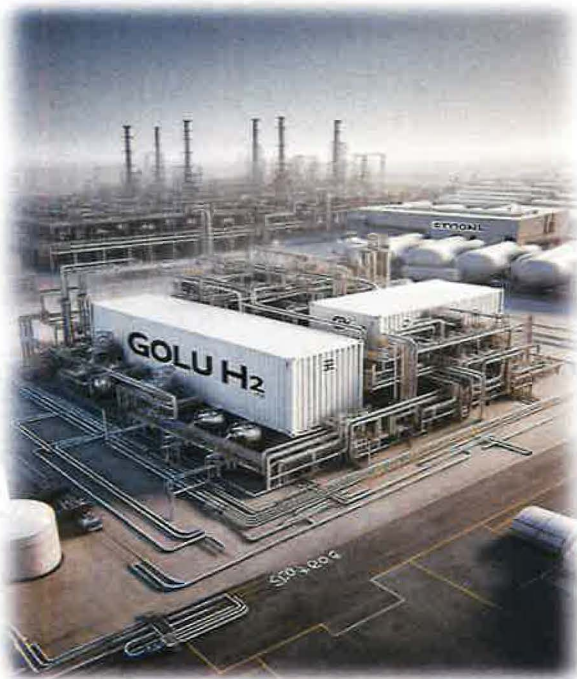
(Source: S&P Global – Community Insights – <https://tinyurl.com/26aemvbp>) By requiring all new car sales to meet the net zero-emission threshold by 2035, the California Air Resource Board's (CARB) Zero-Emission Vehicle (ZEV, hereinafter EV) legislation aims to reduce emissions and promote the widespread adoption of EVs. **Despite the progress made towards EV adoption, the hydrogen fueling system continues to face challenges across the supply chain.** EV sales have grown 118% from 2018-2023, with electric vehicle sales making up most of the volume while the adoption of hydrogen fuel cell electric vehicles (FCEV) has been sluggish, according to EV and infrastructure data from the California Energy Commission (CEC).

The CEC held a joint public workshop on Nov. 6, 2023, with CARB, the Governor Office of Business and Economic Development (GO-Biz) and several of the hydrogen fueling station providers to discuss the fuel cell driver experience and barriers to commercialization and deployment of FCEVs. **The state's hydrogen fueling network had "poor reliability" that has frustrated drivers and stifled the proliferation of FCEVs,** California's District 29 Senator Josh Newman said at the workshop.

Some key challenges affecting hydrogen supply and prices according to an analysis by S&P Global are: fuel reliability, starting with challenges associated with cost of feedstocks haven risen due to Russia's invasion of Ukraine; station deficiencies; unforeseen costs of operating and maintaining fueling stations, and the decline in Low-Carbon Fuel Standard (LCFS) credit values. **All of these challenges reflect the immature state of the FCEV fueling infrastructure** and slow the transition away from fossil fuel based internal combustion vehicles.



Why starting with an ethanol to **H2 Energy Network** makes more sense . . .



Starting with an **ethanol-to-hydrogen (H2) fuel cell energy production network** before building an extensive H2 vehicle fueling network offers several advantages as this business model **provides a practical and strategic approach to building a sustainable hydrogen economy**. It leverages existing infrastructure, reduces emissions, and paves the way for broader hydrogen adoption.

Ethanol Infrastructure: The United States already have established ethanol production and distribution infrastructure due to its use as a biofuel.

Hydrogen Infrastructure: Building a comprehensive H2 vehicle fueling network from scratch is costly and time-consuming. By using ethanol as an intermediate step, we can utilize existing pipelines, storage facilities, and transportation systems.

Lower Energy Intensity: Ethanol-to-hydrogen conversion is less energy-intensive than direct water electrolysis for hydrogen production. It provides a more efficient pathway to generate hydrogen - using 85% less water.

Hydrogen Storage: Ethanol is easier to store and transport than gaseous or liquid hydrogen. Existing ethanol infrastructure can handle storage and distribution.

Consumer Acceptance: Introducing hydrogen vehicles without a reliable refueling network can lead to skepticism and slow adoption. By first establishing hydrogen production from ethanol, we create a market for hydrogen.

The **BEST H2 System** – Inputs & Outputs

The BEST H2 System utilizes a unit called a Gölo-H2 that can be manufactured in **3 different sizes**. A small Gölo-H2 Unit has a yield of 250 kg/d, a medium at 500 kg/d and finally a standard sized one produces 1,250 kg of H2 per day. Larger ones are viable but smaller presents value and efficiency issues.

Inputs: The standard 1,250 kg/d uses the following inputs wherein the 250 kg/d unit uses (and produces) 1/5th of these values:

- Ethanol – 96g/h or 2,304g/d
- & Water – 500g/d (relative to energy output, this is 85% less than electrolysis and SMR)

Outputs: The standard 1,250 kg/d produces the following outputs when configured for Energy Production, wherein again the 250 kg/d is 1/5th these values:

- **26 MWh/d of electric power via hydrogen fuel cell** (9.5MM kWh/yr)
- 10T/d biogenic food grade CO2 used in farming, bottling and food production
- 2,976g/d of water – pure H2O via the chemical reaction in the fuel cell – minus the 500g/day as an input and you have a net production of 2,496g/day
- 10 MWh/d of heat that can be used for heating or cooling on-site

The Gölo-H2 Unit requires an external power source for initial start up, after that it is completely **self-contained and self-powered**.

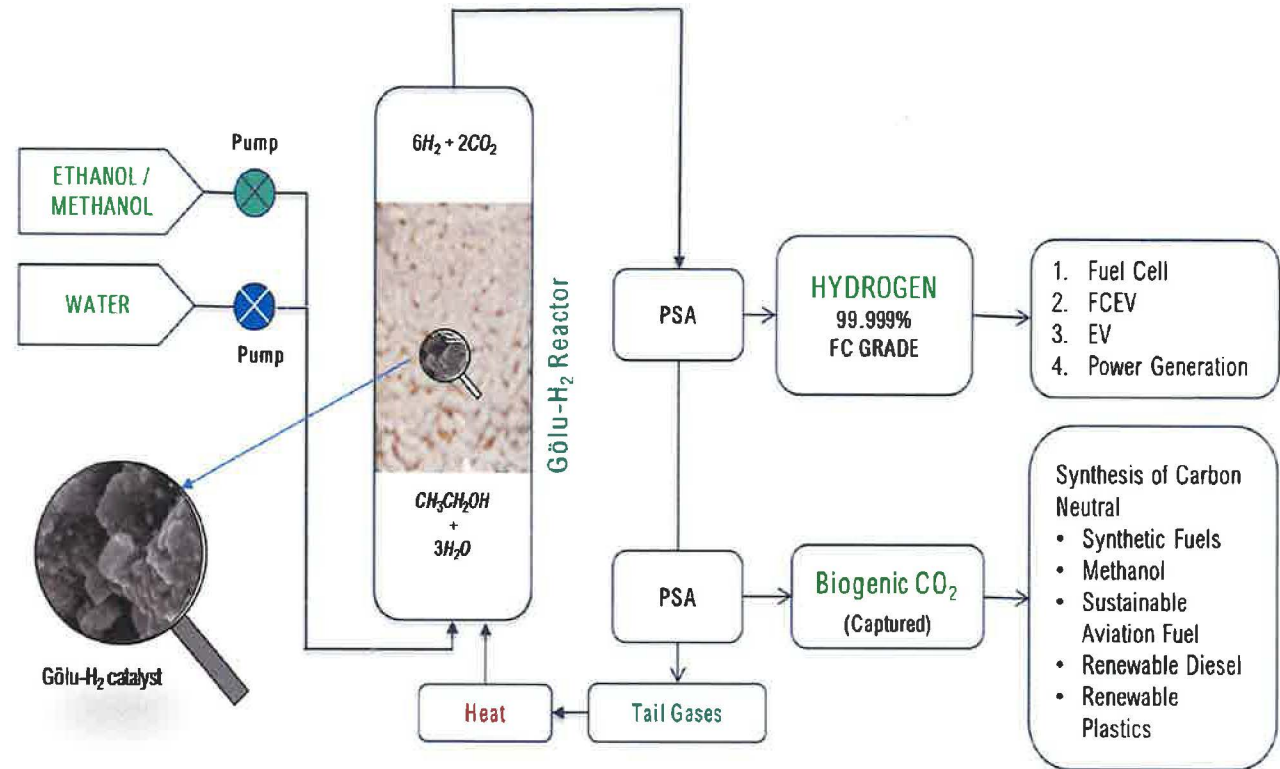
International awards the Gölo-H2 Unit has won:
The nrg: Excellence in Energy Awards – Sustainability – 2023
Egyes ClimTech Challenge – People's Choice Award – 2024



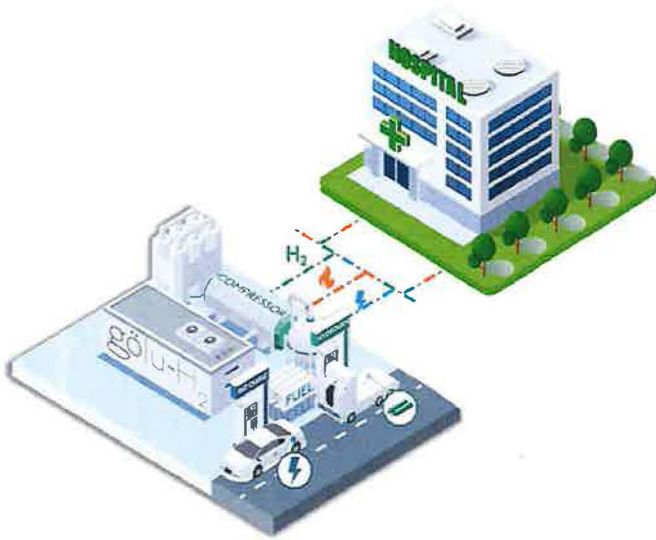
Gölu-H2 Technology – On Location H2 Production

The Gölu-H2 ethanol to hydrogen process is a **proprietary & protected** thermo-catalytic process using ethanol, water and a catalyst.

- Consumes up to 85% less water than electrolysis and SMR
- Takes wet ethanol
- No NOx or SOx
- No external heat or power required
- Zero-carbon intensity process



Phase 1 – The Pilot Program – Est. Cost ~\$35MM+



To take all of Washington, MO proper with it's 600 households plus the downtown section of commercial & industrial business "off-the-grid" (at its current power consumption levels of 26MM kWh/yr) it'll take two to three things: First you'll need **three (3) full sized (1,250 kg) BEST Units** (plus one more if you want to start fueling cars, so call it four) and you'll need the **cooperation & participation of Ameren** – the local power company.

Each 9.49MM kWh/yr (1,250 kg) Unit will cost approximately US\$20MM to produce and install. We further recommend developing **up to 120 acres of farming, greenhouse & tree nursery operations per unit** in either direct build or partnership in order to utilize 100% of the byproduct outputs – or it can be sold off to third parties for use in bottling and food production.

But all of this unlikely to happen overnight. So we start small with **three to four (250 kg) Units** and we deploy them at a local hospital, a school and a factory or two. This will achieve several objectives. First it will provide energy independence to that hospital, the school campus and those factories as they will no longer require energy from the power grid and they will be on **clean, carbon negative energy** derived from plants. Second, they will produce excess H2 that can be captured and delivered to secondary power consumption sites with fuel cell installations who will also enjoy the freedom of being "off-the-grid".

This can **all be done without infringing upon the local power company's rights or infrastructure** – but perhaps with their watchful and forward looking eye as they would still be providing backup power to the hospital, for example. **We're not changing the grid.** We're supplementing it; but ultimately as a (future) primary source of energy.

Why we start by building a **H2 Energy Network** by first focusing on a Hospital, a School and/or a Factory or two



Starting with **critical institutions** establishes a foundation for broader hydrogen adoption. Hospitals, schools, and factories demonstrate the **viability, safety, and benefits of hydrogen-based energy** networks, paving the way for a sustainable future. And by building a hydrogen (H₂) energy network with a focus on critical institutions, it offers several strategic advantages:

Resilience and Reliability – A hydrogen-based energy network ensures reliable power and/or backup power during grid outages.

Emergency Preparedness – In emergencies (storms, earthquakes), schools become community shelters. Hydrogen-powered power systems and/or backup systems support lighting, communication, and essential services.

Carbon Reduction and Environmental Impact – Transitioning to hydrogen reduces the carbon footprint of all critical institutions and industry, aligning with sustainability goals and educational institutions play a role in environmental education. Implementing hydrogen systems demonstrates commitment to clean energy – inspiring students, teachers, and the community.

Which leads to:

Scaling Up our Energy Network Naturally and Efficiently – Factories can gradually expand hydrogen infrastructure based on operational needs and feasibility while governments, energy companies, and private entities can collaborate to build hydrogen networks wherein focusing on specific sectors will allow for targeted research, technology refinement, and cost reduction.

Phase 2 – Expanding the H2 Energy Network Foundation while Developing a H2 Fueling Network – Est. ~\$50MM+

First: Now that we've started to build a little bit of an H2 Energy Network backbone in Washington, let's expand on that by adding a strip mall, and **maybe a block or so of downtown** office & retail space, plus a fueling station or two and maybe even a car dealership to our growing energy network while we start to lay the groundwork for our **future transportation network**. This will require several smaller (250 kg) units and/or maybe a couple of medium sized ones.

Second: Let's add some more **greenhouse infrastructure** to cooperate with our growing H2 Energy Network. We recommend developing up to 120 acres of farming, greenhouse & tree nursery operations per standard (1,250 kg) sized unit – an initiative that will serve 3 fold – jobs, inputs & output utilization as well as **food security** for Washington, MO & the surrounding areas.

Remember: This can all be done without infringing upon the local power company's rights or infrastructure. We're not changing the grid. We're supplementing it; but ultimately as a (future) primary source of energy – **allowing the regional power company to convert, update, innovate & expand.**



Why **Washington, MO**?

Washington, Missouri, located just outside of St. Louis, holds historical significance as the starting point for Lewis and Clark's famous expedition. Now, it has the opportunity to embark on a new journey — one that aims to transform our planet through sustainable energy by building a hydrogen-based energy network along with the **creation of opportunities, jobs, and a cleaner community** — one that will benefit generations to come.

It's the perfect place to prove to the world that America is ready to lead the way in the challenge to solve for climate change. We believe that **Washington, MO will become the blueprint for America and the rest of the world** as we work to find new solutions for our planet's ever expanding energy needs. As Washington, MO is the heartland of America, it's geographically located in a beneficial and supportive area with heavy concentrations of ethanol production as well as agricultural businesses available for utilizing output byproducts.

Washington, MO will become **a living laboratory for hydrogen technology** and will set an example for other towns, demonstrating how sustainable energy choices can positively impact both the community and the planet. Schools and colleges can educate students about clean energy, fuel cells, and their role in combating climate change, wherein students can witness firsthand the cutting-edge technology, including hydrogen fuel cell buses and trucks, fostering interest in science, technology, and sustainability.



Phase 3 – Realizing the full potential for an H2 Energy & H2 Transportation Grid – Est. ~\$50MM+

Looking Forward: We believe the Ameren power company along with other regional providers will **recognize the full potential** of the BEST H2 Energy platform and offer that the Brown Energy Solutions Team plug two more large (1,250 kg) units **directly into the electrical grid** and that we expand our greenhouse initiative in order to make Washington, MO completely **energy independent, self sustaining and carbon negative** – a roadmap for the world and our future.



Phase 4 – Going Beyond Washington, MO The Lewis & Clark Expansion

Imagine a **sustainable, energy independent ecosystem that's carbon negative and economically viable** while supporting jobs and addressing food security across the region.

See it all the way up the Missouri river supporting every town along the way.

Now you have a H2 Transportation Network powered by a closed-loop carbon negative H2 Energy Network.

That's the **BEST** Solution!

Brown is the new Green



The **Brown** Energy Solutions Team

Let the **BEST** Build a Solution for You

International awards the Gölu-H2 Unit has won:

The nrg: Excellence in Energy Awards – Sustainability – 2023

Egyes ClimTech Challenge – People's Choice Award – 2024



Dean Steiger

Brown Energy Solutions, Inc.
Director of Business Development
Dean@BrownEnergy.org
M: (314) 398-7552

Jagjit Singh

Chief Technology Officer

Dr. Mohyuddin Mirza

Science Officer

Raju Kalsi

Chief Financial Officer

Ray Brown

President & CEO



June 7, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Street Closure Request
Old Fashioned Ice Cream Social
Market Street

Dear Mayor and City Council Members:

For your consideration, this letter, with the attached documents, were reviewed and approved by staff as they related the subject street closure request.

The closure will take place on June 23, 2024 from 9:00 a.m. to 5:00 p.m.. Staff has reviewed the application from a safety perspective and the applicant has provided all the required documents to support their application.

An approval will allow this closure to proceed.

Thank you for your consideration.

Respectfully submitted,

Charles Stankovic
City Engineer



APPLICATION FOR STREET CLOSURE

Date Application Submitted: _____ Accepted by: _____

City Council preapproved events – no fee (circle one):

- | | |
|----------------------------------|-----------------------------------|
| BBQ & Blues Fest | Borgia Homecoming |
| Art and Wine Fest/Vintage Market | Washington Homecoming |
| Fair Parade / Fair | Band Festival |
| Fall Festival | WHS Senior Parade |
| Music at the Market | Borgia Grade School Field Day |
| Brewfest | Borgia Grade School Fall Festival |
| Farm to Table | Chili Cookoff |
| Food Stock | Pumpkin Palooza |
| Cajun Fest | Holiday Parade of Lights |
| Oxfest | Olde Fashioned Christmas |

Other Old Fashioned Ice Cream Social (requires city council approval and \$100 fee)

Applicant Information	Permit Requested By <u>Katie Dieckhaus</u>		Business/Organization Name <u>Washington Historical Society</u>		
	Title <u>Executive Director</u>		President/Chairperson <u>Chris Eckelkamp</u>		
	Address <u>113 E. 4th St</u>	City <u>Washington</u>	State <u>MO</u>	Zip <u>63090</u>	
	Cell Phone / Primary Phone # <u>636-234-4699</u>		Email Address <u>director@washmohistorical.org</u>		
Street Closure details	Date(s) Requested <u>06-23-24</u>	Day(s) of the week <u>Sunday</u>	Time(s) Requested <i>Only permitted from 8am-10pm</i> <u>9am - 5pm</u>		
	Street(s) being requested to be closed <u>Market St.</u>				
	Beginning address # inside closure <u>113 E 4th St.</u>		Ending address # inside closure <u>300 Market Street</u>		
	How many people will be attending the street closure? <u>≈ 250</u>				
	What type of entertainment are you providing? <u>Ice Cream Social - free ice cream, games, prizes/Firetrucks/contests</u>				

bc

Submittal Requirements and Application Checklist (MUST BE COMPLETED BY APPLICANT)

Requirement	Applicant Checklist	City Checklist	Description								
Insurance	✓		The applicant is a business, they shall provide the City of Washington a General Liability certificate with \$1,000,000 single limit occurrence and \$3,000,000 aggregate limits. The City of Washington must be listed as an additional insured and provide an endorsement page. <i>If the applicant is a homeowner, they must obtain and continuously maintain homeowners' coverage and provide a copy to the City.</i>								
Consent Form	✓		The applicant must have consent from all homeowners/businesses' in the street closure. This MUST be turned into for the Traffic Committee to review. Traffic committee meets the 1 st Friday of the month. <i>See the consent form on the last page.</i>								
Indemnification and Hold Harmless	✓		The applicant does hereby agree to indemnify the City of Washington, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the applicant's Special Activity. In case of any action, or actions, or other legal proceedings, shall be brought or instituted against the City or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, counsel fees and judgements resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions.								
Site Plan	✓		A Site plan is required before approval. Contact the Engineering Department at (636) 390-1010. Office is located at 405 Jefferson Street, Washington, MO 63090. See Example.								
Number of blocks requested	✓		No more than two city blocks will be closed in any given area.								
Access to surrounding properties	✓		There must be immediate access of the surrounding area for emergency personnel and apparatus at all times. Access must be provided to businesses and/or other residents using the street.								
City Staff Review	N/A	<table border="1"> <tr> <td>Engineering</td> <td></td> </tr> <tr> <td>Police</td> <td></td> </tr> <tr> <td>Public Safety</td> <td></td> </tr> <tr> <td>Traffic Committee</td> <td></td> </tr> </table>	Engineering		Police		Public Safety		Traffic Committee		The request shall be reviewed and approved by the Engineering Department, Police Department, Public Safety Department, and Traffic Committee. Comments / requirements will be placed on the permit.
Engineering											
Police											
Public Safety											
Traffic Committee											

Signature of applicant: *[Handwritten Signature]* Date 5-17-24

I hereby attest that to the best of my knowledge the information contained in this application is true and correct. I have read the hold harmless agreement. I have read the rules & guidelines.

City Review Comments

bc

Additional Information and Requirements

1. If the street closure needs to be rescheduled, contact the Engineering Department at (636) 390- 1010, Monday-Friday 8am-5pm. Please make notification prior to the date of event. If the street closure needs to be rescheduled after the Engineering Departments Business Hours, please contact (636) 390-1050.
2. Determining factors for approval of this request include, but are not limited to: time of event, duration, estimated attendance, location, disruption to the orderly flow of traffic, and response of emergency vehicles to the area.
3. Public Works will deliver barricades to the applicant's residence in time for the event. Barricades will be picked up at the applicant's residence on the following business day after the event.
4. Applicant is responsible for placing barricades/vehicles at the entrance and exit points of the street closure, and for removing barricades/vehicles upon the deadline of the event.
5. Applicant is responsible for having a vehicle with keys readily available at all times for emergency access for the duration of the street closure.
6. Applicant assumes the responsibility of cleaning up and removing all debris from the designated area upon the deadline of the event.
7. Businesses and neighbors in the surrounding area have the right to enjoy peace and quiet on their property. The applicant and those attending the street closure agree to comply with the City of Washington Ordinance #5984, Section 210.680 governing Peace Disturbance. For ordinance information visit: www.washmo.gov.
8. The applicant and those attending the street closure agree to comply with the City of Washington Ordinance#04-9607, Section 215.075 governing Noise Regulation. For ordinance information visit: www.washmo.gov.
9. The applicant and those attending the street closure agree to comply with the City of Washington ordinance #5281, Section 210.240 governing fireworks. For ordinance Information visit: www.washmo.gov.
10. The City of Washington is not responsible for any accidents or injuries. The applicant's insurance is to cover any accidents or injuries.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wiemann & Pues Insurance Agency 200 Jefferson Washington MO 63090	CONTACT NAME: PHONE (A/C, No, Ext): (636) 239-4741 E-MAIL ADDRESS: rick@wiemannpues.com	FAX (A/C, No): (636) 239-9090
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	BKS64266080	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	USO64266080	02/01/2024	02/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Washington, Parks & Recreation Department is named as Additional Insured as their interest may appear.

CERTIFICATE HOLDER City of Washington Parks & Recreations Department 405 Jefferson Street Washington, MO 63090	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Richard W. Hopp</i> <RAM>
---	--

6C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Washington
405 Jefferson Street
Washington, MO 63090

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

bc



I, Katie Dieckhaus, am seeking to have a street closure for the purpose of
Ice Cream Social Event on the date of June 23, 2024
between the hours of 9:00 am/pm and 5:00 am/pm.

The event will be held at Market Street between the streets of
Third and Fourth.

My neighboring property owners affected have signed below confirming their awareness of and granting consent to my request.

CHARLES DARLING	300 MARKET ST.	
Joseph DeLuca	309 Market St	
Jordan Dickerson	24 E 3rd St.	

HOLD HARMLESS AGREEMENT – REQUIRED SUBMITTAL

PROJECT: Event Name – Old Fashioned Ice Cream Social

LOCATION: Street Closure – Market between 3rd & 4th

The applicant will indemnify and hold harmless the City of Washington, their agents, employees and officials from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to cause injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the applicant and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Washington, or any of its agents or employees, by any employee of the applicant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

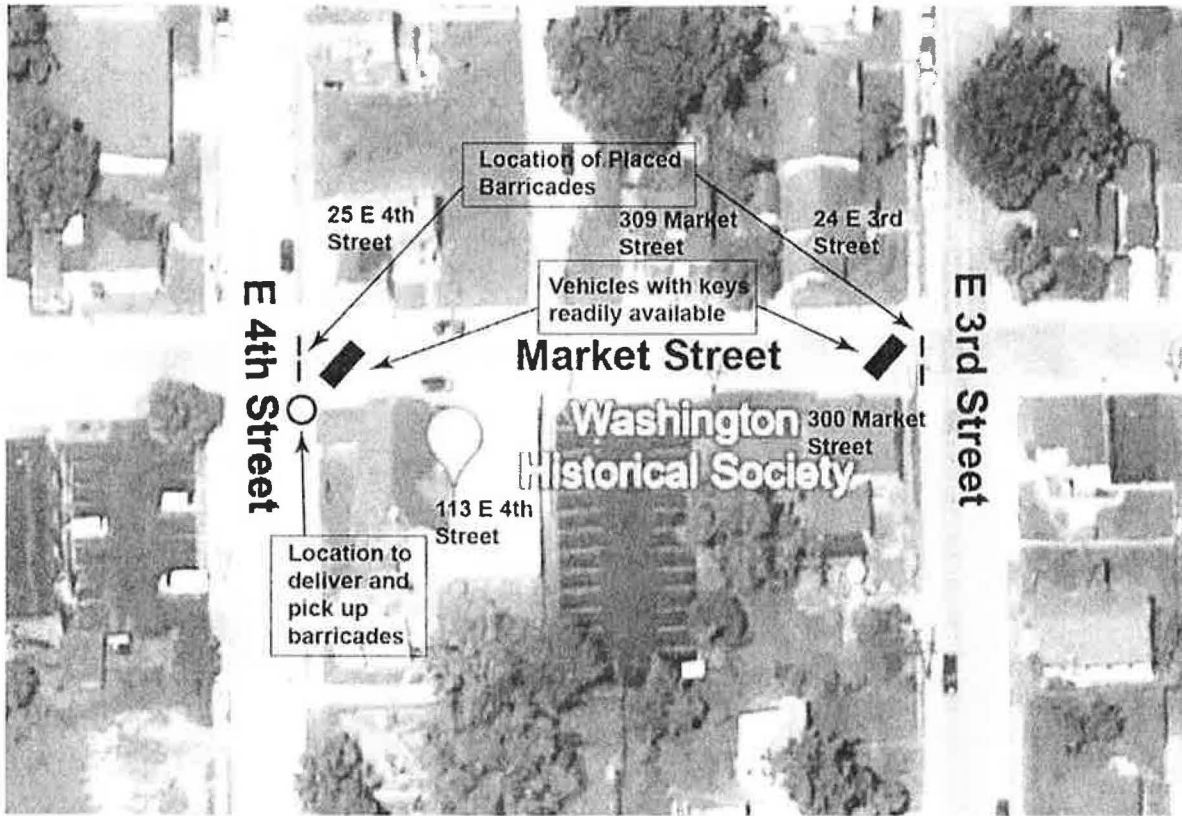
Applicant: Washington Historical Society

By: Latie Duckhaus

Title: Executive Director

Date: 5-17-21

Site Map



BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AND DISCONTINUING A
PORTION OF AN EASEMENT

WHEREAS, there was previously dedicated to the City of Washington, Missouri by easement deed a 400' corridor for the future extension of High Street south of Missouri Route 100; and

WHEREAS, the easement deed specified a corridor width of 400', with the actual location of the right-of-way of High Street to be determined as the property south of Missouri Route 100 was developed; and

WHEREAS, the property south of Missouri Route 100 encompassing the extension of High Street has been platted in several plats, thus dedicating the right-of-way for High Street as approved by the City Council of the City of Washington, Missouri; and

WHEREAS, the existence of the easement deed reserving the 400' corridor beyond what is necessary for the right-of-way of High Street as platted creates an unnecessary encumbrance upon the property south of Missouri Route 100 affected by the easement deed; and

WHEREAS, it has been shown that it would not inconvenience the public or the citizens of the City of Washington to vacate a portion of the easement as described in Section 1 of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the 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 a portion of an easement conveyed to the City of Washington and to forever vacate the following described easement:

LEGAL DESCRIPTION: PARTIAL RELEASE OF 400' CORRIDOR

A tract of land being part of the Northeast Quarter of Section 28, Township 44 North, Range 1 West of the 5th P.M., City of Washington, Franklin County, Missouri, to wit:

Commencing at the East Quarter Corner of Section 28, also being the Southeast Corner of Lot 13 of "Highland Meadows Plat 7" recorded on December 4, 2023 with Document Number 2314335 of the Franklin County Recorder of Deeds Office, thence leaving the east line along the south line N89°-38'-13"W 528.37 ft. to the point of beginning, continue thence N89°-38'-13"W 400.00 ft. to a point; thence leaving said south line N00°-21'-47"E 1155.34 ft. to a point; thence along a curve deflecting to the right having a radius of 1000.00 ft., an arc length of 362.21 ft., a chord bearing of N10°-44'-23"E, a chord distance of 360.24 ft. to a point; thence N21°-06'-59"E 677.25 ft. to a point; thence S68°-53'-01"E 170.00 ft. to a point; thence S75°-00'-00"E 231.32 ft. to a point; thence S21°-06'-59"W 701.90 ft. to a point; thence along a curve deflecting to the left having a radius of 600.00 ft., an arc length of 217.33 ft., a chord bearing of S10°-44'-23"W, a chord distance of 216.14 ft. to a point; thence S00°-21'-47"W 1155.34 ft. to the point of beginning, containing 19.55 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

**LESS AND EXCEPTING THE DEDICATED (per plats) 60' WIDE
RIGHT-OF-WAY:**

Commencing at the East Quarter Corner of Section 28, also being the Southeast Corner of Lot 13 of "Highland Meadows Plat 7" recorded on December 4, 2023 with Document Number 2314335 of the Franklin County Recorder of Deeds Office, thence leaving the east line along the south line N89°-38'-13"W 758.60 ft. to the west right-of-way line of a 60' wide road easement, now known as "High Street" at the point of beginning; thence leaving said south line along the west right-of-way line of said High Street N00°-11'-55"W 55.72 ft. to a point, thence along a curve deflecting to the left having a radius of 470.00 ft., an arc length of 138.26 ft., a chord bearing of N08°-13'-43"W, a chord distance of 137.76

ft. to a point, thence N16°-39'-22"W 127.84 ft. to a point, thence along a curve deflecting to the right having a radius of 530.00 ft., an arc length of 157.43 ft., a chord bearing of N08°-08'-47"E, a chord distance of 156.85 ft. to a point, thence N00°-21'-47"E 686.48 ft. to a point, thence along a curve deflecting to the right having a radius of 830.00 ft., an arc length of 300.63 ft., a chord bearing of N10°-44'-22"E, a chord distance of 298.99 ft. to a point, thence N21°-06'-59"E 229.79 ft. to a point, thence along a curve deflecting to the left having a radius of 270.00 ft., an arc length of 63.17 ft., a chord bearing of N14°-24'-50"W, a chord distance of 63.03 ft. to a point, thence N07°-42'-37"E 130.65 ft. to a point, thence along a curve deflecting to the right having a radius of 330.00 ft., an arc length of 77.21 ft., a chord bearing of N14°-24'-47"E, a chord distance of 77.03 ft. to a point, thence N21°-06'-59"E 160.02 ft. to a point; thence leaving the west right-of-way line S75°-00'-00"E 60.34 ft. to a point on the east right-of-way line of said 60' wide road easement, now known as "High Street"; thence along said east right-of-way line of said High Street S21°-06'-59"W 166.45 ft. to a point, thence along a curve deflecting to the left having a radius of 270.00 ft., an arc length of 63.17 ft., a chord bearing of S14°-24'-47"W, a chord distance of 63.03 ft. to a point, thence S07°-42'-37"W 130.65 ft. to a point; thence along a curve deflecting to the right having a radius of 330.00 ft., an arc length of 77.21 ft., a chord bearing of S14°-24'-50"W, a chord distance of 77.03 ft. to a point, thence S21°-06'-59"W 229.79 ft. to a point, thence along a curve deflecting to the left having a radius of 770.00 ft., an arc length of 278.90 ft., a chord bearing of S10°-44'-22"W, a chord distance of 277.38 ft. to a point, thence S00°-21'-47"W 686.48 ft. to a point, thence along a curve deflecting to the left having a radius of 470.00 ft., an arc length of 139.61 ft., a chord bearing of S08°-08'-47"E, a chord distance of 139.10 ft. to a point, thence S16°-39'-22"E 127.84 ft. to a point, thence along a curve deflecting to the right having a radius of 530.00 ft., an arc length of 155.91 ft., a chord bearing of S08°-13'-43"E, a chord distance of 155.35 ft. to a point, thence S00°-11'-55"W 55.89 ft. to a point at the Southwest Corner of Lot 7 of said "Highland Meadows Plat 7"; thence leaving the east right-of-way line along the south line N89°-38'-13"W 60.00 ft. to the point of beginning, containing 2.92 acres. Subject to any and all easements, conditions, restrictions, etc. of record.

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



June 6, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

Re: Vacation of High Street Corridor Easement

Dear Mayor and City Council Members:

City Staff received a request to vacate a Corridor Easement along High Street south of Don Avenue to the southern City Limits (See Attached Exhibit). This portion of High Street had a 400-foot easement dedicated for future development of High Street.

As this street has since been constructed and platted with 60 feet of Right of Way, staff is recommending approval of the requested Corridor vacation.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, P.E.
City Engineer



May 13, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Right-of-way easement corridor vacation south end of High Street

Dear Mayor and City Council Members:

At their regular meeting held on Monday, May 13th, 2024, the Planning & Zoning Commission recommended approving the request received from Engineering Surveys & Services to vacate a Right-of-way Easement along High Street from the southern City limits north to south line of Don Avenue as shown on the enclosed exhibits.

Sincerely,

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

Thomas R. Holdmeier

Chairman

Planning & Zoning Commission



**Engineering Surveys
& Services**

DELIVERING YOUR VISION™

1113 Fay St
Columbia, MO 65201
www.ess-inc.com
573-449-2646

April 17, 2024

Mr. Sal Maniaci
Community and Economic Development Director
City of Washington
405 Jefferson Street
Washington, MO 63090

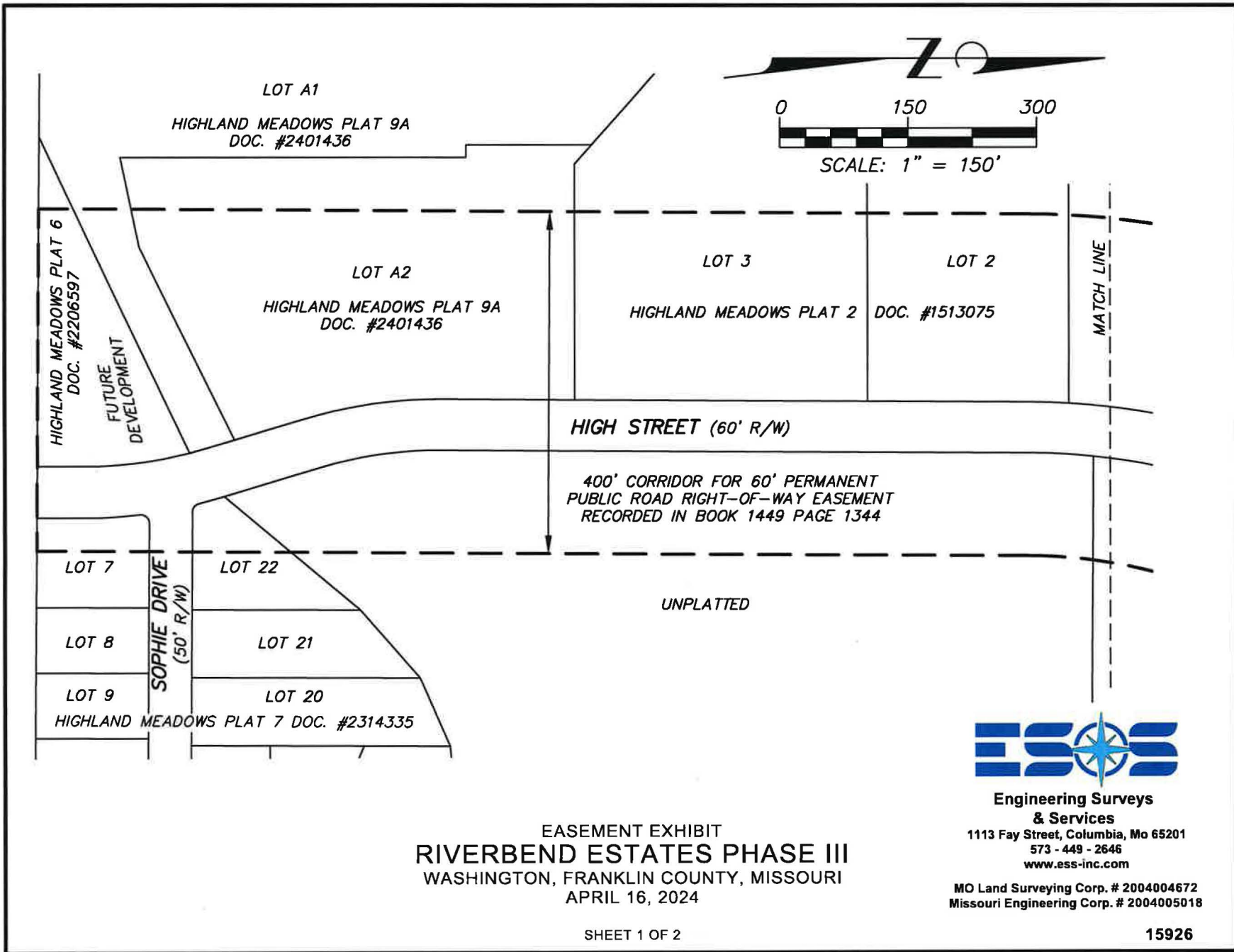
Dear Mr. Maniaci:

On behalf of Riverbend Estates, L.P., Riverbend Estates II, L.P., and Riverbend Estates III, L.P., we request the vacation of the Permanent Public Road Right-of-way Easement recorded in book 1449 page 1344. We believe this easement is no longer valid as permanent street right-of-way for High Street has been dedicated by platting actions along the entire length of the easement. Please consider this request at your earliest convenience. If this request is acceptable please let me know the schedule for vacation as I will attend the Council Meeting.

Please contact me if you have any questions.

Respectfully,

Frederick E. Carroz III, PLS.
Vice President - Surveying
O: 573-449-2646 | M: 573-881-3733
fcarroz@ess-inc.com

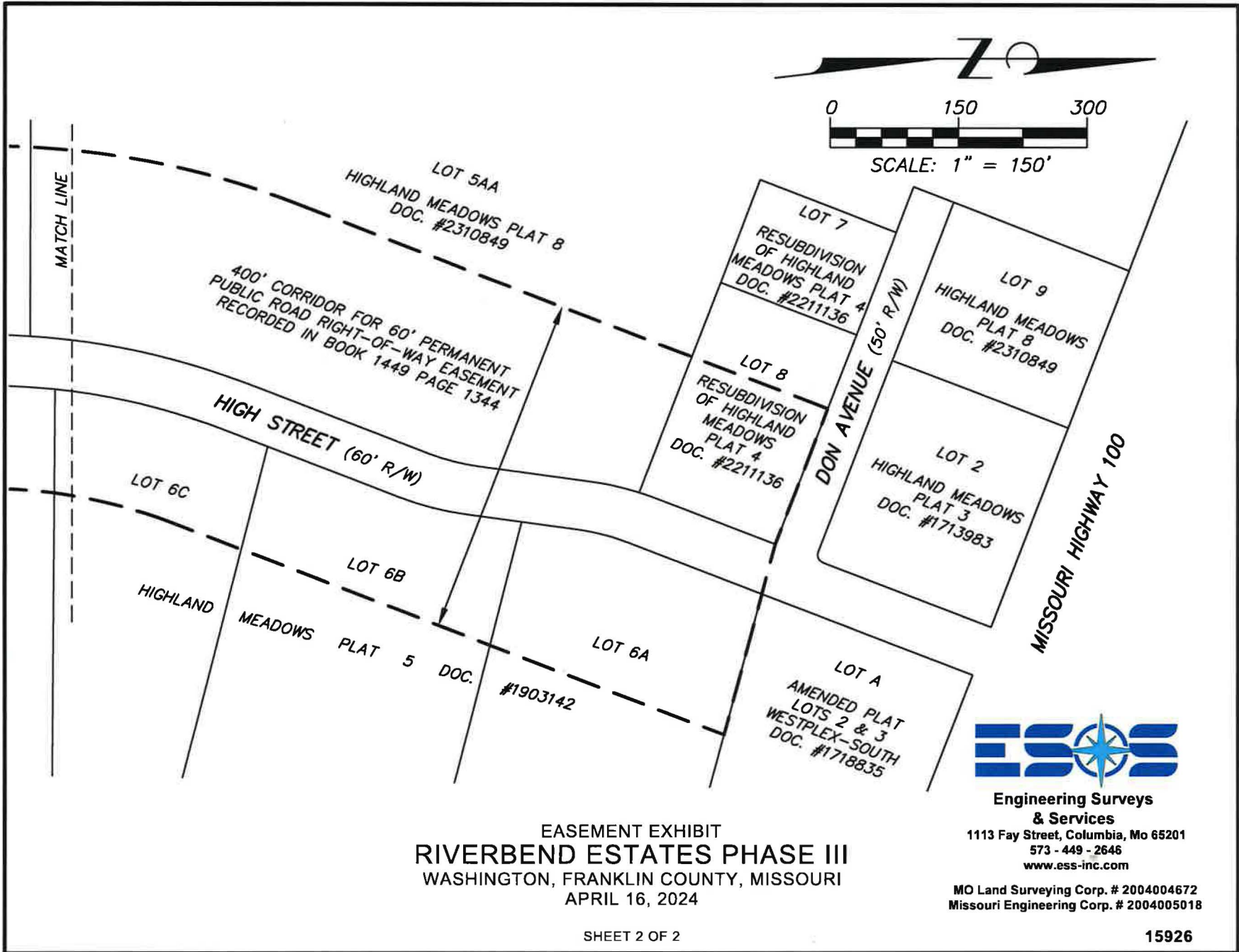
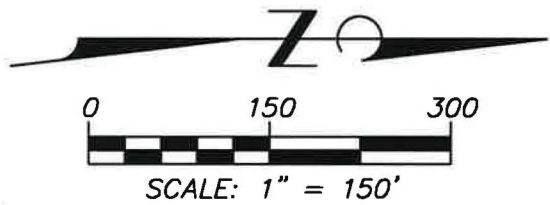


EASEMENT EXHIBIT
RIVERBEND ESTATES PHASE III
 WASHINGTON, FRANKLIN COUNTY, MISSOURI
 APRIL 16, 2024



**Engineering Surveys
 & Services**
 1113 Fay Street, Columbia, Mo 65201
 573 - 449 - 2646
 www.ess-inc.com
 MO Land Surveying Corp. # 2004004672
 Missouri Engineering Corp. # 2004005018

7a



EASEMENT EXHIBIT
RIVERBEND ESTATES PHASE III
WASHINGTON, FRANKLIN COUNTY, MISSOURI
APRIL 16, 2024



**Engineering Surveys
& Services**
1113 Fay Street, Columbia, Mo 65201
573 - 449 - 2646
www.ess-inc.com

MO Land Surveying Corp. # 2004004672
Missouri Engineering Corp. # 2004005018

7a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT TO SELL AND PURCHASE REAL ESTATE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND NORTHERN STAR HOMES, 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 an Agreement to Sell and Purchase Real Estate by and between the City of Washington, Missouri and Northern Star Homes, 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 Agreement 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 I

**AGREEMENT TO SELL AND PURCHASE
REAL ESTATE**

THIS AGREEMENT TO SELL AND PURCHASE REAL ESTATE (“AGREEMENT”), is made and entered into as of the date of the last execution hereof, which date is the ____ day of _____, 2024 (the “Effective Date”), by and between Northern Star Homes, LLC, a Missouri limited liability company, hereinafter referred to as "SELLER", and the City of Washington, Missouri, a Missouri municipal corporation, hereinafter referred to as "BUYER". Each of Seller and Buyer is a “Party” and collectively, they are the “Parties.”

W I T N E S S E T H:

1. Seller warrants to Buyer that Seller is the 100% owner of the premises described hereinafter; and
2. Seller has offered to sell, and Buyer has agreed to purchase the premises described hereinafter subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

- (1) **DESCRIPTION.** The premises which are to be purchased by Buyer are located in Franklin County, Missouri, and are more particularly described as follows:

That certain tract of land containing in the aggregate approximately 2.79 acres in Franklin County, Missouri as depicted on Exhibit A attached hereto and incorporated herein by reference (the “Premises”), together with any improvements currently located thereon and all and singular the rights, privileges, advantages, and appurtenances belonging or appertaining to such tracts of land, as well as all easements in or upon such tracts of land, and all roads, alleys, waters, streets, or rights-of-way bounding such tracts of land (to the centerline thereof), and rights of ingress and egress thereto, as well as any and all utility capacity, if any (and to the extent transferable), including, without limitation, water, drainage, and sanitary sewer, and other utility capacities and rights relating thereto, affecting or applicable to such tracts of land, as well as Seller’s right, title and interest in and to all zoning and utility capacity applications, if any (and to the extent transferable) made to any governmental authority and all other inchoate rights affecting or applicable to the Premises (including, without limitation, any fees relating

thereto and the benefits resulting therefrom) and one hundred percent (100%) of the use and control of the surface of the Premises free and clear of the rights of the owners of any mineral interests or the lessees of any surface lease relating to the Premises.

(2) **PURCHASE PRICE.** The purchase price for the Premises shall be One Hundred Eleven Thousand, Six Hundred and 00/100 Dollars (\$111,600.00) (the "Purchase Price"). Within five (5) business days after the Effective Date, Buyer shall deposit with U.S. Title Company, Washington, Missouri ("Title Company") as a partial payment of the Purchase Price, the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Deposit"). The Deposit shall be refunded to the Buyer in the event Buyer rightfully terminates this Agreement under the terms and conditions herein; otherwise, the Deposit shall be applied to the total Purchase Price at the Closing.

(3) **BUYER'S REQUIREMENTS.** Buyer shall be under no obligation to purchase the Premises or otherwise perform under this Agreement unless Buyer determines, during the Review Period (as defined below), the Premises to be suitable for Buyer's intended purposes and until each of the following requirements of Buyer is satisfied as to the Premises. The decision as to whether the Premises are suitable for Buyer's intended purposes and the requirements have been fulfilled shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have from the Effective Date until the end of business fifteen (15) days thereafter (the "Review Period") to notify Seller of Buyer's cancellation of this Agreement due to Buyer's determination that the Premises are unsuitable or to a failure of fulfillment of any one of the requirements. If Buyer has not completed its review and determinations under this Paragraph 3 within fifteen (15) days after the Effective Date, Buyer may, at its election, extend the Review Period for up to one (1) additional period of fifteen (15) days (an "Extension Period") by providing Seller with notice no later than the last day of the initial Review Period, that Buyer is extending such Review Period. The term "Review Period" includes both the initial fifteen (15) day period and the Extension Period, if any, exercised by Buyer.

REQUIREMENTS TO BE ACCOMPLISHED

(a) **Adaptability to Construction:** The Premises must be adaptable to construction of the improvements envisioned by Buyer, at costs satisfactory to Buyer. The Premises must not contain any harmful, toxic or polluting substance.

(b) **Soil Test:** Any and all soil tests conducted on the Premises, including any conducted by Buyer, must yield a result satisfactory to accomplish the site plan development and the construction of improvements planned by Buyer.

(c) **Title Insurance:** Buyer must be able to obtain at the Closing (as defined below) an ALTA owner's policy of title insurance for the Premises (the "Owner's Title Policy") from a title insurance company selected by Buyer ("Title

Company”), at Buyer’s cost and expense, based upon a satisfactory commitment for title insurance for the Premises (“Commitment”) to be furnished to Buyer by the Title Company following execution of this Agreement by both Parties. The Commitment shall identify the Premises and easements appurtenant thereto by the legal description set forth on the Survey (as defined below). The Commitment shall only contain exceptions for liens, encumbrances, claims, easements or other matters that have been approved by Buyer in writing (the “Permitted Encumbrances”). Seller shall cooperate fully with Buyer in helping Buyer to eliminate such exceptions from Buyer's title insurance binder as Buyer may desire eliminated, and further, Seller shall cooperate fully with Buyer in order for all requirements of closing outlined in the Commitment to be accomplished in all respects.

(d) Environmental Conditions: Buyer must be satisfied that the Premises is free of any pollutants, contaminants, chemical or industrial, toxic or Hazardous Substances as defined in Paragraph 14.

(e) Right of Entry and Hold Harmless. Seller hereby grants permission to Buyer to enter on the Premises to conduct such investigations, inspections, testing, including soil tests, and such other review as Buyer may deem necessary or desirable during the Review Period. Unless stated to be the responsibility of Seller under this Agreement, Buyer agrees to pay the costs and expenses associated with its investigation or testing, and Buyer will repair and restore any damage to the Premises caused by Buyer’s investigations or testing, at Buyer’s expense. Buyer also agrees to defend and hold Seller harmless from all costs, expenses and liabilities arising out of Buyer’s negligence or willful misconduct or that of its employees, agents, consultants or contractors in performing its evaluation of the Premises, except that Buyer shall have no responsibility to Seller and Seller hereby releases Buyer and agrees to defend and hold Buyer harmless from all costs, expenses and liabilities arising in connection with environmental conditions, Hazardous Materials Release (as defined herein) or underground structures or utilities that were not disclosed to Buyer.

(4) DELAY IN OBTAINING PERMITS OR APPROVALS. Except as provided herein, Buyer shall promptly commence efforts to obtain any permits and approvals, at its own expense, necessary for Buyer’s Intended Use. Seller shall cooperate with Buyer in this regard and shall, if requested to do so, execute such applications or requests as may be necessary and to provide any information from Seller which may be necessary or useful in completing applications or requests. If, while in compliance with the requirements of this Agreement, Buyer shall experience delay in obtaining necessary permits or approval for the Premises for the Intended Use, Buyer will so notify Seller, and Buyer may elect one of the following in Buyer’s sole discretion:

(i) To extend the Closing Date for a period not to exceed thirty (30) days to allow Buyer to obtain required permits or approvals as referred to above; or

(ii) To waive such permits and approvals and to close the transaction in accordance with the terms of this Agreement; or

(iii) To terminate this Agreement in which event neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement, except as expressly provided herein.

(5) **ENVIRONMENTAL DISCLOSURE AND INVESTIGATION.** No later than five (5) days after the Effective Date, Seller shall inform Buyer of any Hazardous Materials or Release (as defined herein), and of any underground structures or utilities which are or may be present on the Premises, and Seller shall deliver to Buyer any documentation (for example, any title evidence, surveys, reports, studies, test results, engineering drawings, permits or tank registrations) Seller has within its possession or control regarding such conditions, structures or utilities other than the Environmental Reports. Seller acknowledges that Buyer needs this information in order to properly evaluate the Premises, to avoid damaging underground structures and utilities and to avoid causing, contributing to or exacerbating the Release of a Hazardous Substance in the course of Buyer's investigations. Any and all soil, rock, water, asbestos, and other samples taken from the Premises shall remain the property of Seller. At Seller's request and expense, Buyer will assist in making arrangements for the lawful disposal of any contaminated samples and will pay any related transportation or disposal fees, but only if Seller signs the manifest and any other documents required in connection with the disposal of contaminated samples. If Seller is not willing to sign the required documentation, Buyer's only obligation shall be to return the contaminated samples to Seller.

(6) **CLOSINGS.**

(a) **Closing.** Provided all conditions and requirements of Buyer hereunder have been satisfied as set forth in this Agreement, Seller shall convey the Premises to Buyer after the expiration of the Review Period, on a date mutually acceptable to the Parties, but in any event prior to or by October 15, 2024 (the "Closing Date"), unless the Parties mutually agree to extend such date. The "Closing" shall mean the exchange of the Deed (as defined below) for the Premises and other documents required under this Agreement for the Purchase Price on the Closing Date.

(b) **Closing Date and Deeds.** Seller shall prepare, at its cost, the deed conveying the Premises to Buyer, which deed shall contain covenants of title satisfactory to Buyer, which covenants of title shall state that Seller is seized of the Premises in fee simple, and that Seller has granted, bargained, sold and conveyed unto Buyer and its successors and/or assigns in title the Premises in fee simple; and that Seller will warrant and defend title against the claims of all persons or entities whatsoever. Title to the Premises at Closing shall be marketable and good of record. The conveyance to Buyer under the deed shall be free and clear of any and all liens, mortgages, deeds of trust,

security interests, covenants, conditions, restrictions, easements, rights-of-way, licenses, encroachments, judgments or encumbrances of any kind, except:

(i) the lien of real estate taxes for the calendar year in which the Closing occurs, none of which are then due and payable; and

(ii) Permitted Encumbrances

(c) Brokers' Commissions. Seller shall pay all broker's fees or real estate sales commissions or any similar fees occasioned by the sale of the Premises arising from any broker engaged by Seller, and Buyer shall have no obligation or responsibility toward the payment of any such costs. Seller shall indemnify and hold Buyer harmless from any claims of brokers or real estate agents engaged by Seller for fees or commissions arising out of this sale of the Premises to Buyer. Buyer represents to Seller that Buyer has not employed nor engaged any real estate agents or brokers to be involved in this transaction.

(7) **POSSESSION.**

(a) Premises. Buyer shall be given sole and exclusive possession of the Premises at such time as a general warranty deed satisfactory to Buyer (the "Deed") is delivered by Seller to Buyer at the Closing, conveying the Premises in fee simple to Buyer, and Buyer pays the balance of the Purchase Price. On or prior to the Closing, Seller shall remove any and all trash and/or debris located on the Premises.

(8) **ASSIGNMENT BY BUYER.** This Agreement may not be assigned by Seller without the consent of Buyer. If such assignment is made, then the sale of the Premises contemplated by this Agreement will be consummated in the name of any such assignee, and, after any such assignment, Seller will look solely to such assignee for the performance and discharge of all the obligations and liabilities of Buyer hereunder, the Buyer, in such event, being relieved of any obligation and liability hereunder.

(9) **NO ASSUMPTION OF LIABILITIES.** Except as specifically set forth herein, Buyer and Seller agree that Buyer is not assuming any liability of Seller and Buyer hereby disclaims any debts, liabilities or obligations of Seller not so specifically assumed.

(10) **NOTICES.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand or (ii) a widely recognized national overnight courier service for next business day delivery or (iii) mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Seller: Northern Star Homes, LLC
Attn: Lorie Freitag

3423 Springcrest
Washington, Missouri 63090

and to Buyer: City of Washington, Missouri
Attn: City Administrator
405 Jefferson Street
Washington, Missouri 63090

with a copy to: Sandberg Phoenix & von Gontard, PC
Attn: Mark C. Piontek
1200 Jefferson Street
P.O. Box 1040
Washington, Missouri 63090

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any party may from time to time at any time change its mailing address hereunder.

(11) **DEFAULT.**

(a) **Seller's Default.** One of the purposes of this Agreement is to bind Seller to sell the Premises described in Paragraph (1). If the sale and purchase of the Premises contemplated by this Agreement are not consummated on account of Seller's default hereunder. Buyer shall be entitled to all other rights or remedies of Buyer, at law or in equity, which shall include that of specific performance.

(b) **Buyer's Default.** Seller shall be entitled, as its sole and exclusive remedy hereunder, to payment of the Deposit as full and complete liquidated damages for any default of Buyer, the Parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. Seller's receipt of the Deposit is intended not as a penalty, but as liquidated damages. The right to receive the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of such sums.

(12) **EASEMENTS AND RIGHT-OF-WAYS.** Seller covenants and agrees that during the term of this Agreement, it shall not grant or enter into any easements, rights-of-way, contracts for work, or other agreements affecting the Premises, or the title thereto, without first obtaining the prior written consent of Buyer.

(13) **WARRANTIES, REPRESENTATIONS AND COVENANTS TO SURVIVE CLOSING.** The warranties, representations and covenants, including but not limited to those contained in Paragraphs 14, 15 and 29, made by the Parties shall survive the Closing of this Agreement and the Closing Date and shall continue in full force and effect without termination. Wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or grant certain easements or other rights, where the context of the Agreement would require such performance to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

(14) **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** As an inducement to Buyer to enter into this Agreement and to purchase the Premises, Seller warrants, represents and covenants to Buyer as of the Effective Date and as of the Closing, the following:

(a) **Authority.** Seller (i) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (ii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.

(b) **Title of the Premises.** Seller owns 100% of the fee simple estate of the Premises.

(c) **The Premises.** All real property taxes and special assessments with respect to the Premises which were due and payable hereunder have been paid in full. There are no persons in possession of the Premises or any portion thereof other than Seller. No party to any reciprocal easement agreement affecting any of the Premises is in default thereunder and no event has occurred which, with the giving of notice, lapse of time or both, would constitute a default thereunder. No asset of any other person encroaches upon the Premises. All water, sewer, gas, electricity, telephone and other utilities serving the Premises are supplied directly to the Premises by facilities of public utilities. Seller has received all deeds, assignments, waivers, consents, non-disturbance and recognition or similar agreements, bills of sale and other documents, and duly effected all recordings, filings and other actions necessary to establish, protect and perfect its right, title and interest in and to the Premises

(d) **Maintenance of the Premises.** As of the Effective Date and through the Closing Date, Seller will: (i) not sell, lease or otherwise dispose of the Premises except to Buyer; (ii) maintain the Premises in as favorable a condition as the same is in on the Effective Date, except as otherwise set forth herein and except for normal wear and tear; and (iii) maintain insurance covering the Premises comparable to that in effect on the Effective Date.

(e) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by

Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Premises as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound.

(f) Condemnation. Seller has not received any notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof.

(g) Litigation. There is no action, suit or proceeding pending or, to Seller's knowledge threatened, by or against or affecting Seller or the Premises or any portion thereof which does or may affect any portion of the Premises or title thereto. Seller will defend, indemnify and otherwise hold Buyer harmless from any and all claims of any person due to, arising out of or relating to the Premises, including any and all costs, expenses, and attorneys' fees which Buyer may incur as a result of a breach of any representations hereunder. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

(h) Assessments and Taxes. No assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens; and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement.

(i) Boundaries. (i) There is no dispute involving or concerning the location of the lines and corners of the Premises, and such lines and corners are clearly marked; (ii) to Seller's knowledge, there are no encroachments on the Premises and no portion of the Premises is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Premises is located within a watershed area imposing restrictions upon use of the Premises or any part thereof.

(j) No Violations. To Seller's knowledge, there are no violations of state, federal or local laws, ordinances, or other legal requirements with respect to the Premises or any portion thereof. Seller has not received notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

(k) Foreign Ownership. Seller is not a “foreign person” as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the “amount realized” by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

(l) Prior Options. No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Premises, or any part thereof.

(m) Mechanics and Materialmen. On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Premises for which any person could claim a lien against the Premises and shall not have done any work on the Premises within one hundred eighty (180) days prior to such Closing Date.

(n) Hazardous-Materials. Seller has undertaken an appropriate inquiry into the previous ownership and uses of the Premises consistent with good commercial or customary practice in an effort to minimize liability with respect to Hazardous Materials and represents and warrants to Buyer that except as disclosed in the Environmental Reports:

(i) The Premises are now free from contamination by Hazardous Materials, and the Premises and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any Environmental Laws (as defined in this Paragraph 14 (n)(i)). There is no evidence of Release of Hazardous Materials at the Premises.

(ii) There has been no generation, treatment or storage of any Hazardous Materials at the Premises nor any activity at the Premises that could have produced Hazardous Materials.

(iii) There are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities at the Premises which may have accommodated Hazardous Materials at the Premises. Neither Seller, nor any third person, has stored, placed, buried or Released Hazardous Materials at the Premises, including the soil, surface water and ground water.

(iv) There has been no treatment, storage or Release of any Hazardous Materials on land adjacent or near to the Premises which may constitute a risk

of contamination of the Premises or surface water or, ground water flowing to the Premises.

(v) No inspection, audit, inquiry or other investigation has been or is being conducted by any Governmental Authority (as hereinafter defined) or other third person with respect to the presence or discharge of Hazardous Materials at the Premises or the quality of the air, or surface or subsurface conditions at the Premises. Seller has not received notice that any such inspection, audit, inquiry or investigation is pending or proposed. Neither Seller, nor to Seller's knowledge, any previous owner of the Premises has received any warning, notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice or request for information alleging that Hazardous Materials have been stored or Released at the Premises or that conditions at the Premises are in violation of any Environmental Laws or requesting information regarding the use, storage, release or potential Release of Hazardous Materials at the Premises.

(vi) Definitions. For purposes of this Paragraph 14 and this Agreement: "Environmental Laws" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

“Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

“Hazardous Substances” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

“Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

Materials as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

“Chemical Substance or Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

“Governmental Authorities” means the United States, the State of Missouri and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence, including, without limitation, the MDNR and the EPA.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

Seller further agrees to execute any documents as may be required by Buyer at Closing to evidence the continued effectiveness of the warranties, representations and covenants contained within this Paragraph 14.

(15) **SELLER’S ENVIRONMENTAL INDEMNIFICATION.** Seller shall indemnify, defend, and hold Buyer and its respective officers, directors, employees, and agents (collectively the “Buyer Indemnified Parties”), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses (“Damages”)

imposed upon or incurred by any Buyer Indemnified Party and that arise from claims asserted by third parties or by Seller concerning any Hazardous Materials except as placed on the Premises by Buyer or its agents.

(16) **WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either Party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the Party to be bound.

(17) **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

(18) **FURTHER ASSURANCES.** The Parties agree that they will each take such steps and execute such documents as may be reasonably required by the other Party to carry out the intent and purposes of this Agreement.

(19) **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(20) **AMENDMENT AND MODIFICATION.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

(21) **CUMULATIVE REMEDIES.** The rights, privileges and remedies granted by Seller to Buyer hereunder shall be deemed to be cumulative and may be exercised by Buyer at its discretion. In the event of any conflict or apparent conflict between any such rights, privileges or remedies, Seller expressly agrees that Buyer shall have the right to choose to enforce any or all such rights, privileges or remedies.

(22) **AUTHORITY.** The undersigned Seller and Buyer hereby represent, covenant and warrant that all actions necessary will have been obtained and that they will have been authorized to enter into this Agreement and that no additional action will be necessary by them in order to make this Agreement legally binding upon them in all

respects. Buyer and Seller covenant to provide written evidence of compliance with this Paragraph 22 prior to or at the Closing.

(23) **SUCCESSORS AND ASSIGNS.** The designation Seller and Buyer as used herein shall include said parties, their heirs, successors, representatives, and permitted assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

(24) **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

(25) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall become a binding and enforceable Agreement among the Parties hereto upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. No prior verbal or written agreement with respect to the sale and purchase of the Premises shall survive the execution of this Agreement.

(26) **CAPTIONS.** Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(27) **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri.

(28) **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

“SELLER”

Northern Star Homes, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

“BUYER”

City of Washington, Missouri

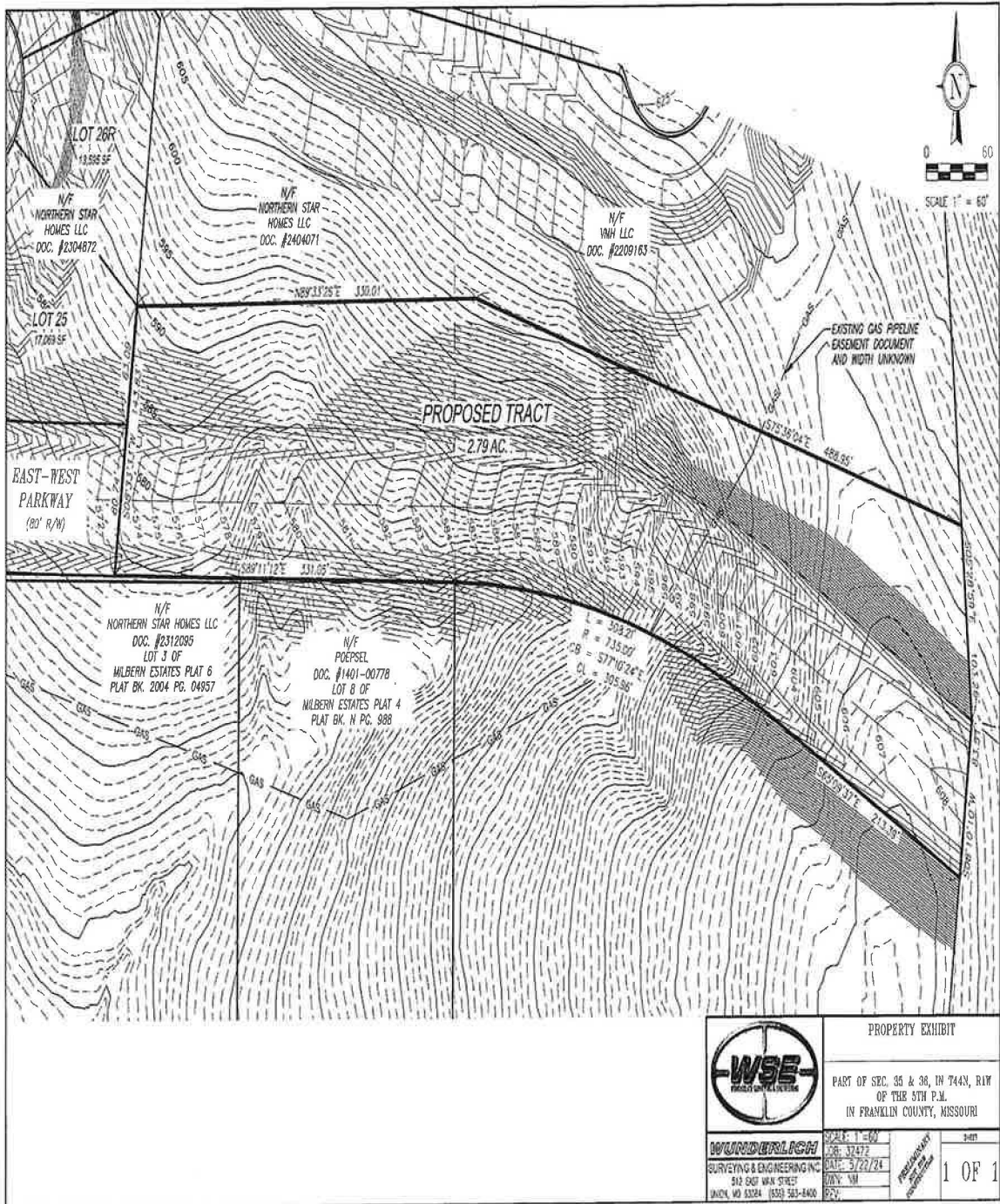
By: _____

Name: James D. Hagedorn

Title: Mayor

Date: _____

EXHIBIT A
DEPICTION OF PREMISES



PROPERTY EXHIBIT

PART OF SEC. 35 & 36, IN T44N, R14W
OF THE 5TH P.M.
IN FRANKLIN COUNTY, MISSOURI

WUNDERLICH
SURVEYING & ENGINEERING INC.
512 EAST MAIN STREET
UNION, MO 65054 (505) 583-8400

DATE: 1-1-20	SHEET
DATE: 5/22/24	
DATE: 5/22/24	1 OF 1
DATE: 5/22/24	



June 6, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

Re: Land Purchase for East-West Parkway

Dear Mayor and City Council Members:

This ordinance is a purchasing agreement between the City and Northern Star Homes for purchasing right-of-way now for future construction of the East-West Parkway. This land is east of the current East-West Parkway as constructed today. This agreement would allow the purchase of 2.79 acres which includes the 80 feet of right-of-way and additional land north of the parkway for grading. This provides the land for proper construction of the roadway without having to acquire construction easements from property owners. The actual construction of the East-West Parkway will be at a later date in the future.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 335 SCHEDULE II, OF THE CODE OF THE CITY OF WASHINGTON, MISSOURI BY ADDING PROVISIONS FOR A STOP SIGN AT THE LOCATIONS DESCRIBED BELOW

Be it ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: Chapter 335 Schedule II, of the Code of the City of Washington, Missouri, is hereby amended by adding provisions for a stop sign at the following locations, on the *first name street*:

Schedule II: Stop Signs

Location	Add	Delete
East West Parkway, approaching Bieker Road from the East	✓	
Stone Bridge Court, approaching East West Parkway from the North	✓	
Koch Cattle Drive, approaching East West Parkway from the North	✓	
Matthias Close, approaching Koch Cattle Drive from the East	✓	
Fox Crest Drive, approaching North Crest Drive from the West	✓	

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



June 10, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Propose Stop Signs
Stone Bridge Subdivision and Fox Crest Drive

Dear Mayor and City Council Members:

This ordinance includes adding stop signs for Stone Bridge Phase 1 as well as along the new Fox Crest Drive in Stone Crest. The following ordinance was reviewed by the Traffic Committee June 7, 2024 and is recommended for approval. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, PE
City Engineer

[Ord. No. 15-11428 § 1, 8-3-2015]

East West Parkway, approaching Bieker Road from the East

Eckelkamp Court, approaching Bieker Road from the north

Edith Street, approaching High Street from the east

Edith Street, approaching Rand Street from the east and west

Edward Place, approaching Mike Alan Drive from the southwest

Eighth Street, approaching Klingsick Lane from the east and west

Eighth Street, approaching Madison Avenue from the east and west

Eighth Street, East, approaching Clay Street from the east

Eighth Street, East, approaching Roosevelt Street from the west

Eighth Street, West, approaching High Street from the east and west

Eighth Street, West, approaching Hill Street from the east and west

Eighth Street, West, approaching Stafford Street from the east and west

Eighth Street, East, approaching Sunnyside Street from the east and west

Eisenberg's first addition parking lot, approaching Washington Heights Drive from the west at both the northern and center locations

[Ord. No. 15-11361 § 1, 1-20-2015]

Eleventh Street, East, approaching Jefferson Street from the east

Eleventh Street, East, approaching Sunnyside Street from the west

Elliott Hills Court, approaching Ashton Hills Court from the south

Elm Street, approaching Eighth Street from the north

Elm Street, approaching Eighth Street from the south

Elm Street, approaching Fifth Street from the north and south

Elm Street, approaching Front Street from the south

Elm Street, approaching Second Street, West from the north and south

Elm Street, approaching Third Street from the north and south

Elm Street, approaching Main Street, West from the north and south

Emerson Drive, approaching Main Street, West from the north

Enduro Drive, approaching Vossbrink Drive from the north

English Crest Drive, approaching Deutsch Crest Drive from the west

Esther Street, approaching High Street from the west

Ethan Drive, approaching Vernaci Drive from the west

Expedition Drive, approaching Highway A from the east

Fair Street, approaching Esther Avenue from the south

[Ord. No. 22-13619, 9-19-2022]

Fair Street, approaching James Street from the north and south

Fairview Drive, approaching Madison Avenue from the west

Fawn Drive, approaching Bieker Road from the east

Fieldcrest Drive, approaching Madison Avenue from the west

Fieldstone Court, approaching Madison Avenue from the west

Fifth Street, approaching MacArthur Avenue from the east and west

Fifth Street, West, approaching Cedar Street from the east and west

Fifth Street, West, approaching High Street from the east and west

Fifth Street, West, approaching Stafford Street from the east and west

Fifth Street, West, approaching Missouri Route 100 from the east

Fire Crest Court, approaching Earth Crest Drive from the west

[Ord. No. 20-13061, 2-18-2020]

First Parkway, approaching West Way Drive from the east

First Street, approaching Missouri Avenue from the west

First Street, East, approaching Boone Street from the east

First Street, East, approaching Franklin Avenue from the east and west

First Street, East, approaching West Way Drive from the west

Fourteenth Street, approaching High Street from the east and west

Fourth Street, approaching Jefferson Street from the east and west

Fourth Street, East, approaching Hooker Street from the west

Fourth Street, East, approaching Locust Street from the east and west

Fourth Street, East, approaching Market Street from the east and west

Fourth Street, West, approaching Cedar Street from the east

Fourth Street, West, approaching Elm Street from the east and west
Fourth Street, West, approaching Lafayette Street from the east and west
Fourth Street, West, approaching Oak Street from the east and west
Fox Crest Drive, approaching North Crest Drive from the West
Fox Trotter Lane, approaching Thoroughbred Drive from the south
Frank Street, approaching Horn Street from the north
Frank Street, approaching Third Street from the south
Fremont Street, approaching Cedar Street from the west
Fremont Street, approaching Stafford Street from the east and west
Front Street, West, approaching Lafayette Street from the east and west
Fulton Street, approaching Eighth Street from the north
Fulton Street, approaching Fifth Street from the north and south
Fulton Street, approaching Third Street from the north and south
Glenn Avenue, approaching Ninth Street from the south
Gold Crest Drive, approaching Deutsch Crest Drive from the west
Graham Road, approaching Weber Heights Drive from the south
[Ord. No. 20-13061, 2-18-2020]
Grand Avenue, approaching Fifth Street from the north
Grayson Ridge Drive, approaching Westridge Drive from the north
Halls Green Drive, approaching Statten Drive from the north
[Ord. No. 20-13061, 2-18-2020]
Halls Green Road, approaching Weber Heights Drive from the south
[Ord. No. 21-13240, 1-19-2021]
Hancock Street, approaching Eighth Street from the north
Hancock Street, approaching Fifth Street from the south
Hancock Street, approaching First Street from the north and south
Hancock Street, approaching Third Street from the north
Hanover Way, approaching West Ninth from the south
[Ord. No. 20-13061, 2-18-2020]

Hara Lane, approaching Mike Allen Drive from the south
Hara Lane, approaching Wenona Drive from the north
Henry Street, approaching Eighth Street from the north
Henry Street, approaching Fifth Street from the north and south
Henry Street, approaching Third Street from the south
Hickory Street, approaching Fifth Street from the south
High Street, approaching Fifth Street from the north and south
High Street, approaching Front Street from the south
High Street, approaching Ninth Street from the north and south
High Street, approaching Third Street from the north and south
Hill Street, approaching Fifth Street from the north and south
Hill Street, approaching Ninth Street from the north
Homestead at Hickory View parking lot, approaching Marbach Drive from the west
Hooker Street, approaching Fifth Street from the north and south
Hooker Street, approaching Third Street from the north and south
Horn Street, approaching Fair Street from the west
Horn Street, approaching High Street from the east
Horn Street, approaching Louis Street from the east
Horn Street, approaching Stafford Street from the east and west
Horse Crest Court, approaching Rock Crest Drive from the east
Huxel Drive, approaching Fourteenth Street from the north
Huxel Drive, approaching Fourteenth Street from the south
Huxel Drive, approaching Highway 100 from the north
Image Drive, approaching Stafford Street from the west
Industrial Avenue, approaching Eighth Street from the north
International Avenue, approaching Fifth Street from the north and south
James Street, approaching High Street from the east and west
Jasonridge Drive, approaching Westridge Drive from the north
Jasper Lane, approaching Westridge Drive from the south

Jefferson Street, approaching Front Street from the south

Jefferson Street, approaching Third Street from the north and south

Jessica Hills Court, approaching Washington Heights Drive from the west

Johnson Street, approaching Second Street from the north and south

Johnson Street, approaching Third Street, West from the north

Jubilee Lane, approaching Rabbit Trail Drive from the west

[Ord. No. 20-13061, 2-18-2020]

Kaleb Court, approaching Washington Heights Drive from the west

Karen Lane, approaching Madison Avenue from the east

Kelley Court, approaching Karen Lane from the north

King Crest Court, north entrance, approaching Rock Crest Drive from the west

King Crest Court, south entrance, approaching Rock Crest Drive from the west

Kingsland Drive, approaching Old Highway 100, from the north

Kingsland Drive, approaching the railroad crossing from the north and south

Klingsick Lane, approaching Fifth Street, from the south

Klingsick Lane, approaching Ninth Street, West from the north

Koch Cattle Drive, approaching East West Parkway from the North

Koerner Court, approaching Weber Heights Drive from the south

Kohl's Department Stores, Inc., east parking lot entrance, approaching South Point Road from the south

Kohl's Department Stores, Inc., west parking lot entrance, approaching Phoenix Center Drive from the south

Kuenzel Drive, approaching Shirley Close Road from the west

[Ord. No. 20-13061, 2-18-2020]

Kuenzel Drive, approaching Weber Heights Drive from the north

Kuenzel Drive, approaching Weber Heights Drive from the south

Lafayette Street, approaching Fifth Street from the north

Lafayette Street approaching Fourth Street from the north and south

[Ord. No. 18-11962, 12-17-2018]

Lafayette Street, approaching Front Street from the south

Lafayette Street, approaching Main Street from the north and south
Lafayette Street, approaching Second Street from the north and south
Lafayette Street, approaching Third Street from the north and south
Lake View Drive, approaching Rabbit Trail Drive from the west
Lake Washington Drive, approaching Lakeview Drive from the north
Lake Washington Drive, approaching Lexington Lane from the south
Lange Drive, approaching Bluff Road from the south
Lewis and Clark Drive, approaching Washington Crossing from the west
Lexington Lane, approaching Bieker Road from the east
Lexington Lane, approaching Washington Heights Drive from the east and west
Lincoln Street, approaching Ninth Street from the north
Locust Street, approaching Eighth Street, East from the north and south
Locust Street, approaching Eleventh Street from the north and south
Locust Street, approaching Fifth Street from the north and south
Locust Street, approaching Third Street from the north and south
Louis Street, approaching Fifth Street from the north and south
Louis Street, approaching Ninth Street from the north
Lyon Street, approaching Fourteenth Street from the north
MacArthur Avenue, approaching Eighth Street from the north and south
MacArthur Avenue, approaching Fifth Street from the north and south
MacArthur Avenue, approaching Third Street from the north and south
Madison Avenue, approaching Fifth Street from the north and south
Madison Avenue, approaching State Highway 47 from the east
Madison Avenue, approaching Third Street from the north and south
Madison Avenue, east side, ninety-five (95) feet north of the north line of Fifth Street, East
Madison Avenue, west side, one hundred twenty (120) feet south of the south line of Third Street, East
Main Street, approaching Jefferson Street from the east and west
Main Street, approaching Tiemann Drive from the east
Main Street, East, approaching Market Street from the east and west

Main Street, West, approaching Cedar Street from the east and west
Main Street, West, approaching Elm Street from the east and west
Main Street, West, approaching Lafayette Street from the east and west
Main Street, West, approaching Oak Street from the east and west
Main Street, West, approaching Olive Street from the east
Malinda Lane, approaching Fifth Street from the north
Maple Valley Court, approaching Locust Street
[Ord. No. 21-13240, 1-19-2021]
Maplecrest Court, approaching Stone Crest Drive from the south
Marbach Drive, approaching Fourteenth Street from the south
Market Street, approaching Fifth Street from the north and south
Market Street, approaching Jefferson Street from the north
Market Street, approaching Main Street from the north and south
[Ord. No. 20-13224, 12-21-2020]
Market Street, approaching Third Street from the north and south
Marquart Drive, approaching Highway A from the west
Martina Drive, approaching Steutermann Road from the south
Mason Close Road, approaching Statten Drive from the north
[Ord. No. 21-13468, 12-20-2021]
Mason Close Road, approaching Weber Heights Drive from the south
[Ord. No. 20-13061, 2-18-2020]
Matthias Close, approaching Koch Cattle Drive from the East
Maurice Unnerstall Drive, approaching Vossbrink Drive from the south
McLean Avenue, approaching Horn Street from the north
Meadow Drive, approaching Steutermann Road from the south
Meadowlark Drive, approaching High Street from the east
Meadowlark Drive, approaching Stafford Street from the west
Meadowood Drive, approaching Highway A from the west
Melanie Lane, approaching Karen Lane from the south

Mercy Doctor's Building parking lot, approaching Fifth Street from the north
Mercy Doctor's Building parking lot, approaching Third Street from the south
Meriwether Drive, approaching Expedition Drive from the north
Michelle Drive, approaching Streutermann Road from the south
Mike Alan Drive, approaching Rabbit Trail Drive from the west
Mike Alan Drive, approaching Wenona Drive from the north and south
Millicent Court, approaching Rabbit Trail Drive from the west
Mission Drive, approaching Old Highway 100 from the north
Missouri Avenue, approaching Missouri Route 47 from the east and west
Missouri State Highway 100, driveway north of, approaching Brookview Drive from the east
Monticello Drive, approaching Lexington Lane from the north
Monty View, approaching Martina Drive from the west
Monty View, approaching Steutermann Road from the south
Moon Crest Court, approaching Wind Crest Court from the north
[Ord. No. 20-13061, 2-18-2020]
Mountain Crest Drive, approaching Earth Crest Drive from the west
Nickridge Drive, approaching Westridge Drive from the north
Ninth Street, at its intersection with Southbend Drive, approaching Southbend Drive from the south
Ninth Street, East, approaching International Avenue from the east and west
Ninth Street, West, approaching Cedar Street from the west
Ninth Street, West, approaching Clay Street from the east
Ninth Street, West, approaching High Street from the east and west
Ninth Street, West, approaching Stafford Street from the east and west
Nora Street, approaching Eighth Street from the north and south
Nora Street, approaching Ninth Street, West from the north and south
Nora Street, approaching Seventh Street, West from the north and south
North Crest, approaching Wind Crest Court from the north
[Ord. No. 20-13061, 2-18-2020]
North Park Drive, approaching Tiemann Drive from the west

Norwood Trailer Park, approaching Missouri Route 47 from the east, both north and south entrances

Oak Street, approaching Fifth Street from the north

Oak Street, approaching Fourth Street from the north and south

Oak Street, approaching Front Street from the south

Oak Street, approaching Main Street from the north and south

Oak Street, approaching Second Street from the north and south

Oak Street, approaching Third Street from the north and south

Old Highway 100, approaching East Fifth Street from the east

Olive Street, approaching Front Street from the south

Olive Street, approaching Second Street from the north and south

Olive Street, approaching Third Street from the north and south

Oriole Lane, approaching Stafford Street from the east

Oxford Drive, approaching Buckingham Drive from the east

Palomino Court, approaching Fox Trotter Lane from the north

Paradise Lane, approaching Fifth Street from the north

Pauwels Drive, approaching Bluff Road from the south

Penn Street, approaching Eighth Street from the north

Penn Street, approaching Fifth Street from the north and south

Penn Street, approaching Third Street from the north and south

Phoenix Center Drive, approaching Vernaci Drive from the east and west

Phoenix Center II parking lot entrance of Lot 2, approaching Phoenix Center Drive from the north

Phoenix Drive, approaching Rabbit Trail Drive from the east

Phoenix Park Drive, approaching Vernaci Drive from the west

[Ord. No. 20-13061, 2-18-2020]

Pine Street, approaching Main Street from the south

Pine Street, approaching Second Street from the north

Pool Brook Way, approaching Weber Heights Drive from the north

[Ord. No. 20-13061, 2-18-2020]

Rainbow Drive, approaching Duncan Avenue from the east

Rainbow Drive, approaching Madison Avenue from the west
Rand Street, approaching Second Street from the north and south
Rand Street, approaching Third Street, West from the north and south
Rand Street, approaching West Main Street from the south
Rebecca Court, approaching Wenona Drive from the south
Recycle Drive, approaching Westlink Drive from the north
Red Bird Crest Lane, approaching Deutsch Crest Drive from the south
Regina Drive, approaching Westridge Drive from the south
Ridgeview Drive, approaching High Street from the east
Ridgeview Drive, approaching Stafford Street from the west
Riverbend Estates parking lot, approaching High Street from the west
[Ord. No. 20-13061, 2-18-2020]
Riverview Place, approaching Boone Street from the west
Roberts Street, approaching High Street from the east
Roberts Street, approaching Johnson Street from the east
Roberts Street, approaching Rand Street from the west
Roberts Street, approaching Stafford Street from the west
Rock Crest Drive, approaching Deutsch Crest Drive from the north
Rock Crest Drive, approaching Deutsch Crest Drive from the south
Rock Crest Drive, approaching Stone Crest Drive from the north
Ron Avenue, approaching High Street from the east
Roosevelt Street, approaching Fifth Street from the south
Roosevelt Street, approaching Ninth Street from the north
Rose Lane, approaching Madison Avenue from the east
Royal Crest Court, east entrance, approaching Stone Crest Drive from the north
Royal Crest Court, west entrance, approaching Stone Crest Drive from the north
Ruether Court, approaching Highway A from the west
Running Creek Court, approaching Fourteenth Street from the north
Scenic Drive, approaching Madison Avenue from the west

Schaper Avenue, approaching Eighth Street from the south

Schnucks Washington Crossing entrance, approaching Steutermann Road from the north

Schnucks Washington Crossing Shopping Center, approaching Washington Crossing from the east

Second Street, approaching Jefferson Street from the east and west

Second Street, East, approaching Locust Street from the east and west

Second Street, East, approaching Market Street from the east and west

Second Street, West, approaching Oak Street from the east and west

Second Street, West, approaching Cedar Street from the east and west

Second Street, West, approaching Elm Street from the east and west

Second Street, West, approaching High Street from the east

Second Street, West, approaching Lafayette Street from the east and west

Seventh Street, approaching Elm Street from the east

Seventh Street, East, approaching Burnside Street from the east and west

Seventh Street, East, approaching MacArthur Avenue from the west

Seventh Street, West, approaching Clay Street from the east

Seventh Street, West, approaching High Street from the east and west

Seventh Street, West, approaching Hill Street from the east and west

Seventh Street, West, approaching Klingsick Lane from the east

Seventh Street, West, approaching Stafford Street from the west

Shirley Close Road, approaching Weber Heights Drive from the south

[Ord. No. 20-13061, 2-18-2020]

Silver Crest Drive, approaching Deutsch Crest Drive from the west

Sixth Street, approaching Hancock Street from the east and west

Sixth Street, approaching Jefferson Street from the east and west

Sixth Street, approaching Roosevelt Street from the east and west

Sixth Street, East, approaching Burnside Street from the east and west

Sixth Street, East, approaching Franklin Avenue from the east and west

Sixth Street, East, approaching Fulton Street from the east and west

Sixth Street, East, approaching Henry Street from the east and west

Sixth Street, East, approaching Hooker Street from the east and west
Sixth Street, East, approaching Locust Street from the east and west
Sixth Street, East, approaching MacArthur Avenue from the east and west
Sixth Street, East, approaching Madison Street from the east and west
Sixth Street, East, approaching Market Street from the east and west
Sixth Street, East, approaching Penn Street from the east and west
Sixth Street, East, approaching Walnut Street from the east and west
Sixth Street, East, approaching Washington Avenue from the east and west
Sixth Street, West, approaching Cedar Street from the east and west
Sixth Street, West, approaching Elm Street from the east and west
Sixth Street, West, approaching Stafford Street from the east and west
South Lakeshore Drive, approaching Grand Avenue from the east
Southbend Drive, approaching Fifth Street from the west
Southlink Drive, approaching Westlink Drive from the south
Southwinds Circle, approaching Southwinds Drive from the west
Southwinds Drive, approaching Fourteenth Street from the south
Springcrest Court, approaching Stone Crest Drive from the south
Stafford Street, approaching Eighth Street from the north and south
Stafford Street, approaching Fifth Street from the north and south
Stafford Street, approaching Fourteenth Street from the north
Stafford Street, approaching Front Street from the south
Stafford Street, approaching Second Street from the south and north
Stafford Street, approaching Third Street from the north and south
State Street, approaching Horn Street from the north
State Street, approaching James Street from the north and south
Statten Drive, approaching Graham Road from the east
[Ord. No. 21-13468, 12-20-2021]
Statten Drive, approaching Rabbit Trail Drive from the west
[Ord. No. 20-13061, 2-18-2020]

Steriger Avenue, approaching Fifth Street, East from the north

Steutermann Road, approaching Missouri Route A from the east

Stone Bridge Court, approaching East West Parkway from the North

Stone Crest Drive, approaching Deutsch Crest Drive from the west

Stone Crest Drive, approaching South Point Road from the west

Struckhoff Lane, approaching Bluff Road from the north

St. John's Hospital parking lot exit, approaching Washington Avenue from the west

Suncrest Court, approaching Stone Crest Drive from the south

Sunnyside Street, approaching Blue Jay Drive from the north

Sunnyside Street, approaching Eighth Street, East from the north and south

Sunnyside Street, approaching Eleventh Street from the north and south

Sunnyside Street, approaching Seventh Street from the south

Target Corporation east parking lot entrance, approaching Phoenix Center Drive from the south

Target Corporation parking lot entrance, approaching Vernaci Drive from the west

Target Corporation west parking lot entrance, approaching Phoenix Center Drive from the south

Tayson Way, approaching Weber Heights Drive from the north

[Ord. No. 20-13061, 2-18-2020]

Tenth Street, approaching Jefferson Street from the east and west

Tenth Street, East, approaching Locust Street from the west

Terry Lane, approaching Fifth Street from the north and south

Third Parkway, approaching East Lane Drive from the west

Third Parkway, approaching West Way Drive from the east

Third Street, approaching Jefferson Street from the east and west

Third Street, East, approaching Alberta Lane from the east and west

Third Street, East, approaching East Lane Drive from the east

Third Street, East, approaching International Avenue from the east and west

Third Street, East, approaching Market Street from the east and west

Third Street, East, approaching Terry Lane from the east and west

Third Street, West, approaching Cedar Street from the east and west

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IV NO
PARKING AT ANY TIME, 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: Schedule IV No Parking At Any Time, of the Code of the City of
Washington, Missouri, is hereby amended as follows:

Schedule IV, No Parking at Any Time

Location	Add	Delete
Stone Bridge Court, at the following location:		
East side, from north line of East West Parkway to the first east cul-de-sac turning circle	✓	
North side, from west line of first east cul-de-sac turning circle to the west end cul-de-sac turning circle	✓	

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

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

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri



June 6, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

RE: Amend Ordinance for No Parking at Any Time On Stone Bridge Court

Dear Mayor and City Council Members:

Please find enclosed an ordinance proposing to amend a portion of the Traffic Code, specifically *Schedule IV, No Parking at Any Time*. The Traffic Committee reviewed this request and recommends that a no parking zone on the north side of Stone Bridge Court, this is because the street is only 30 feet wide. The Traffic Committee recommends that the no parking amendment in the attached ordinance be adopted. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles Stankovic".

Charles Stankovic, P.E.
City Engineer

Steutermann Road, at the following locations:

North and south sides, from the east line of Highway A eastward a distance of 300 feet

South side, from the west line of Michelle Drive westward a distance of 125 feet

Stone Bridge Court, at the following location:

East side, from north line of East West Parkway to the first east cul-de-sac turning circle

North side, from west line of first east cul-de-sac turning circle to the west end cul-de-sac turning circle

Sunnyside Street, at the following locations:

East side, from Ninth Street to Blue Jay Drive

West side, from the north line of Eleventh Street northward a distance of 150 feet

Tenth Street, at the following locations:

South side, from the east side of the A.B. Chance driveway extending eastwardly a distance of 280 feet

Terry Lane, at the following locations:

East side, from the south line of Fifth Street to a point 520 feet south of the south line of Fifth Street

East and west side, from a point 700 feet south of the south line of Fifth Street to street termination

West side of Terry Lane from the south line of Fifth Street south 30 feet to a point

Third Street, at the following locations:

[Ord. No. 15-11399 § 1, 5-18-2015; Ord. No. 18-11912, 10-1-2018]

North side, from the east line of Locust Street to the west line of Hooker Street

North and south sides, from the east line of Jefferson Street to a point 18 feet east of the east line of Jefferson Street and from the west line of Jefferson Street to a point 18 feet west of the west line of Jefferson Street

North side, from the east line of Elm Street extending 28 feet east

North side, beginning at a point 139 feet west of the Street west line of Washington Avenue thence west a distance of 40 feet

North side, from the east line of Highway 47 eastward 155 feet

North side, from the west line of Highway 47 westward 90 feet

South side, from the east line of Highway 47 eastward to the east line of Madison Avenue

South side, from the east side of the public safety building driveway eastward 20 feet, and from the west side of the public safety building driveway westward 45 feet

North side, from west line of Madison Avenue westward 75 feet



June 11, 2024

Mayor & City Council
City of Washington
Washington, MO 63090

RE: File No. 24-0605-Preliminary Plat-Stone Bridge Phase 3

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on June 10, 2024 the above mentioned Preliminary Plat was approved with a unanimous 8-0 vote in favor.

Sincerely,

Thomas R. Holdmeier Jr

Thomas R. Holdmeier
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: June 10, 2023

Re: File #24-0605 – Preliminary Plat – Stone Bridge Phase 3

Synopsis: The applicant is requesting approval of Stone Bridge Phase 3 – a 38 lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Farm Land	None
South	Farm Land	None
East	Single Family	R-1A
West	Single Family Under Construction	R-1D

Analysis:

The applicant has submitted a preliminary plat on newly annexed 18.36 acres that was previously known as the Kleekamp Farm. The plat consists of 38 single-family lots and the continuation of Lane Spring Court, previously platted in Stone Bridge Phase 2. The name of the street should be changed to Lane Spring Drive as the road will no longer be a cul-de-sac.

A corridor exhibit was submitted that shows the extension of Lane Spring Court north towards Rabbit Trail Drive where the construction of a bridge will connect Rabbit Trail Drive and Fox Crest Drive.

A property exhibit was submitted as well, that shows 2.79 acres of land that will be sold to the City for the extension of the East-West Parkway.

The plat meets all easement, lot size and access requirements set forth in the City Code. The property is zoned R-1D Single Family Residential allowing for lots as small as 7,500 sq. ft.

Recommendation:

Staff recommends approval of preliminary plat for Stone Bridge Plat 2 under the following conditions:

1. Improvements must be completed per approved construction plans prior to a final plat being approved or a performance guarantee must be approved accompanied by a letter of credit or escrow.

CITY OF WASHINGTON, MISSOURI
Department of Planning and Engineering Services
405 Jefferson Street • Washington, Missouri 63090
636.390.1010 phone • 636.239.4649 fax

PRELIMINARY PLAT APPLICATION

Date: 5-22-2024

Applicant Information:

Name: Northern Star Homes, LLC. Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Do you own the subject property? Yes No

If not, please provide ownership information here:

Name: Northern Star Homes, LLC. & VMH, LLC Phone: 314-544-6331

Address: P.O. Box 1654 Washington, MO 63090

Name of Proposed Subdivision: Stone Bridge Phase 3

Number of Lots Proposed: 38 Zoning District(s): R1D

Two copies of a detailed plat of the subject property must accompany this request.

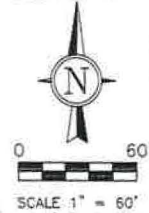
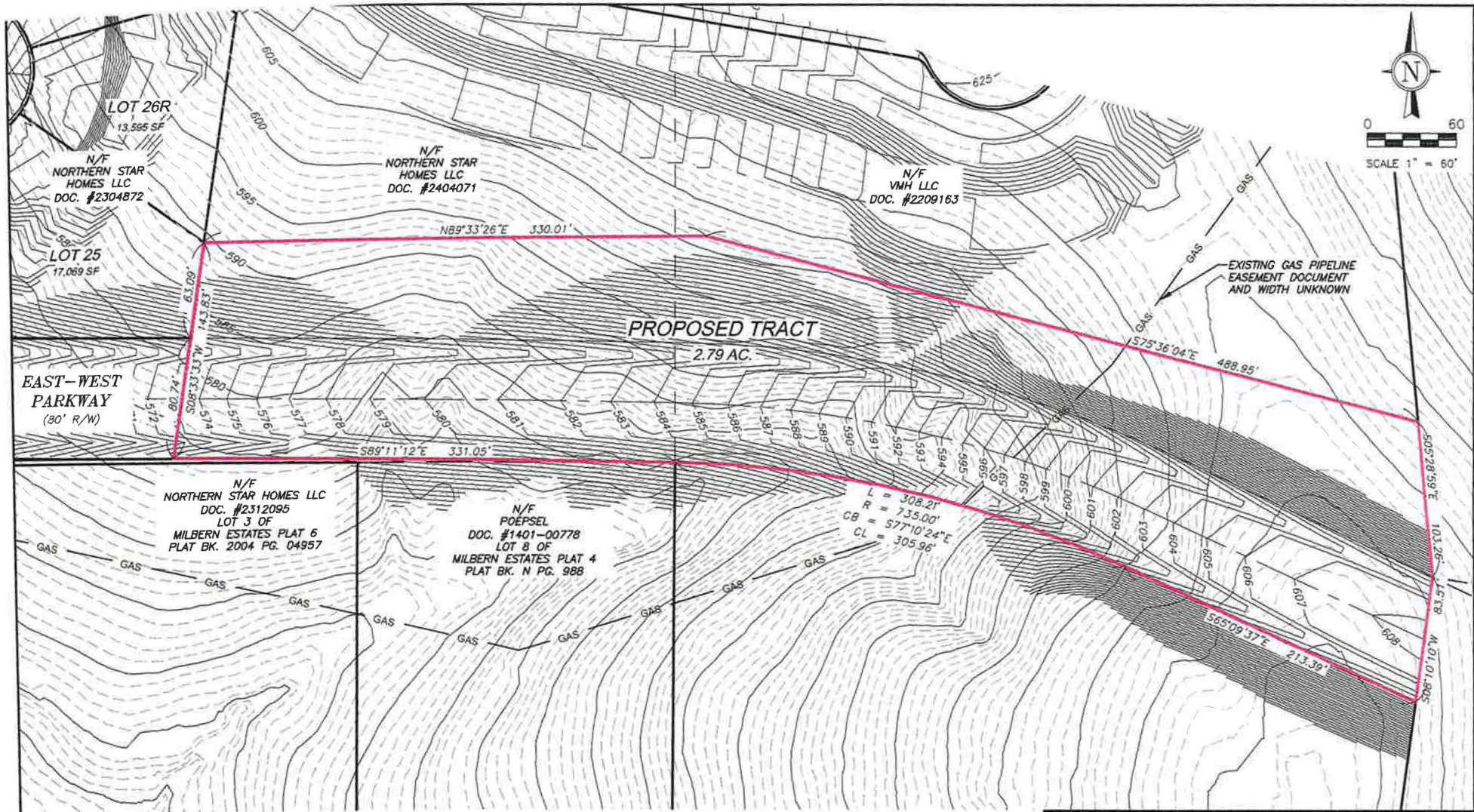
Fee: Seventy-five dollars (\$75.00) for the first two lots, plus seven dollars (\$7.00) for each lot in excess of two. This fee must be paid to the City of Washington at the time this application is filed.


APPLICANT'S SIGNATURE:


APPLICANT/COMPANY NAME (Printed):
Northern Star Homes, LLC

LANDOWNER SIGNATURE(S):

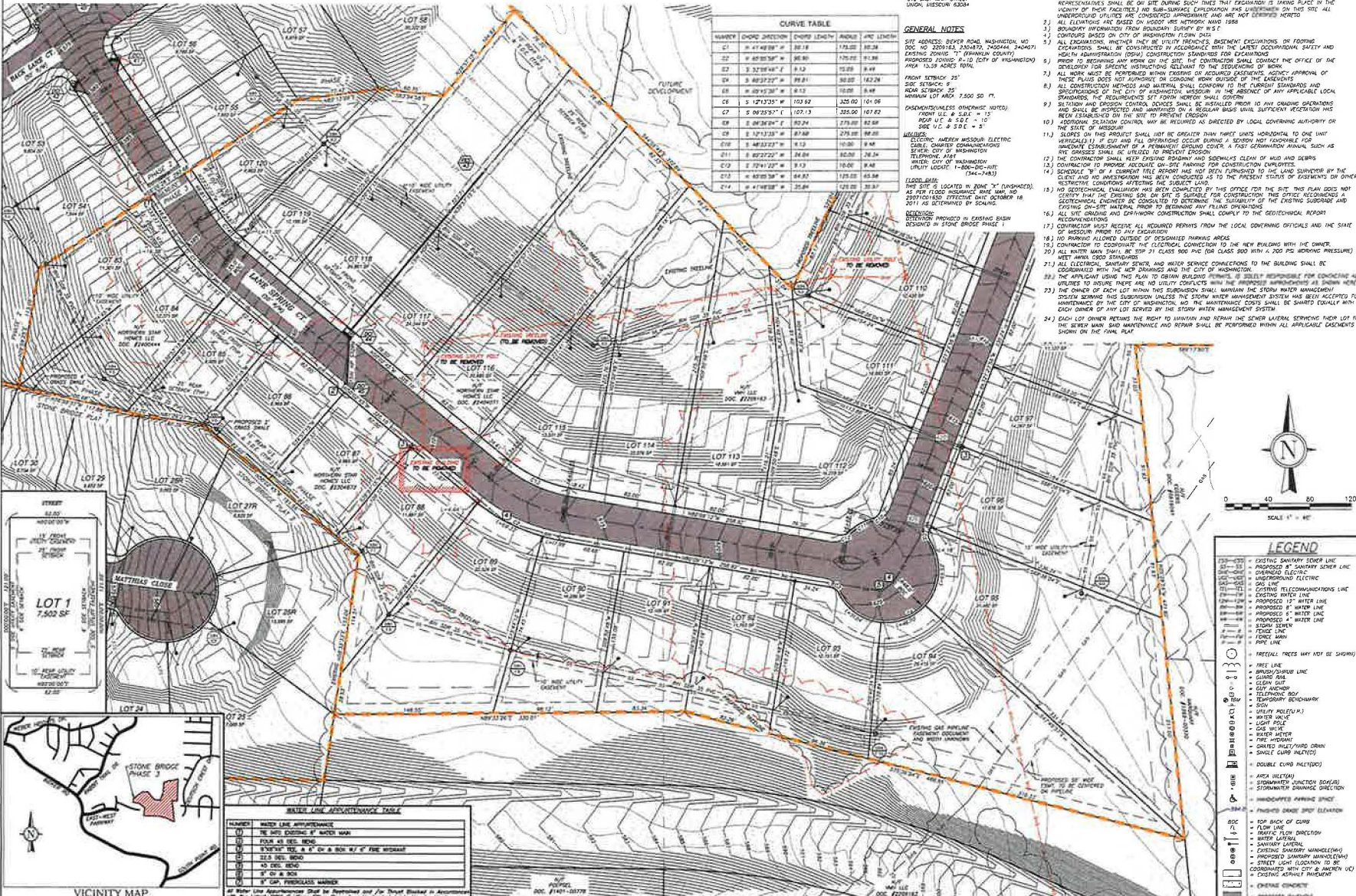

LANDOWNER NAME (Printed):
Northern Star Homes, LLC.
VMH LLC. (same ownership)



	PROPERTY EXHIBIT	
	PART OF SEC. 35 & 36, IN T44N, R1W OF THE 5TH P.M. IN FRANKLIN COUNTY, MISSOURI	
WUNDERLICH SURVEYING & ENGINEERING INC. 512 EAST MAIN STREET UNION, MO 63084 (636) 583-8400	SCALE: 1" = 60' JOB: 37472 DATE: 5/22/24 DWN: NM REV:	PRELIMINARY NOT FOR CONSTRUCTION
	SHEET 1 OF 1	

8a

STONE BRIDGE PHASE 3 PRELIMINARY PLAT



CURVE TABLE

NUMBER	CHORD BEARING	CHORD LENGTH	ANGLE	ARC LENGTH
C1	S 47°49'58" W	107.11	174.00	80.28
C2	N 45°20'58" W	86.80	170.95	71.86
C3	S 32°09'48" E	81.13	103.00	81.88
C4	S 80°27'21" E	89.81	80.00	182.28
C5	N 80°43'38" E	81.13	103.00	81.88
C6	S 12°13'35" W	103.62	326.00	101.06
C7	S 04°25'57" E	107.13	326.00	107.62
C8	N 04°26'34" E	107.91	327.00	108.50
C9	S 12°13'35" W	103.60	326.00	101.06
C10	S 48°23'23" W	81.13	103.00	81.88
C11	S 82°27'21" E	89.80	80.00	28.24
C12	N 79°41'33" W	81.13	103.00	81.88
C13	N 45°20'58" W	84.83	170.95	63.88
C14	N 47°49'58" W	107.89	174.00	80.28

GENERAL NOTES

1. SITE ADDRESS: BEVER ROAD, WASHINGTON, MO 65051. 200'x161' PARCELS, 200'x161' PARCELS, EXISTING ZONING "T" FRANKLIN COUNTY, PROPOSED ZONING R-10 (CITY OF WASHINGTON) AREA 13.5'x ADDRESS TOTAL.

2. FROM STRECK 25' SIDE STRECK 6' ROAD SC-26-25' WIDEWAY LOT AREA 7,500 SQ. FT. DIMENSIONLESS DIMENSION NOTE: FROM U.L. & S.L. = 15' ROAD U.L. & S.L. = 10' SIDE U.L. & S.L. = 5'

3. ELECTRIC: AMERICAN MISSOURI ELECTRIC CO. MEMBER CITY OF WASHINGTON TELEPHONE. AREA 13.5'x ADDRESS TOTAL. (344-7483)

4. THIS SITE IS LOCATED IN ZONE "Y" (UNPAVED) AS PER FLOOD INSURANCE RATE MAP NO. 260116000A EFFECTIVE DATE OCTOBER 18, 2011 AS DETERMINED BY SCALING.

5. DESIGNER: PREPARED IN EXISTING BASIN (DESIGNED IN STONE BRIDGE PHASE 1)

- ### CONSTRUCTION NOTES:
- UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PROVIDED FROM AVAILABLE RECORDS. THE RELIABILITY OF THESE RECORDS IS NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES NOT SHOWN. ALL UTILITIES SHALL BE LOCATED BOTH HORIZONTALLY AND VERTICALLY TO INSURE CLEARANCE. LOCATION OF ALL PROPOSED GRADING, SERVICE, DRAINAGE, ETC. PRIOR TO CONSTRUCTION. UTILITIES TO REMAIN SHALL BE PROTECTED BY SHIELDING AND SHALL BE REPAIRED OR REPLACED AS NECESSARY. REPRESENTATIVES SHALL BE ON SITE DURING SUCH TIMES THAT EXCAVATION IS TAKING PLACE IN THE VICINITY OF THESE FACILITIES. NO SUB-SURFACE EXCAVATION AND UNDERMINING SHALL TAKE PLACE. ALL UNDERGROUND UTILITIES ARE CONSIDERED APPROPRIATE AND ARE NOT COVERED HEREIN.
 - ALL UTILITIES ARE BASED ON HIGHEST REASONABLE ELEVATION.
 - BOUNDARY INFORMATION FROM BOUNDARY SURVEY BY S.E. CONRADSON BASED ON CITY OF WASHINGTON PLAT, DATE:
 - ALL EXCAVATIONS, WHETHER THEY BE UTILITY TRENCHES, BASEMENT EXCAVATIONS, OR FOUNDATION EXCAVATIONS, SHALL BE CONSIDERED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS FOR EXCAVATIONS. PRIOR TO BEGINNING ANY WORK ON THIS SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE DEVELOPER FOR SPECIAL INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
 - ALL WORK MUST BE PERFORMED WITHIN EXACTLY AS ACCURATE AS AVAILABLE RECORDS. ANY DEVIATION FROM THESE PLANS DOES NOT AUTHORIZE OR CONSTITUTE WORK OUTSIDE OF THE EXCAVATIONS.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE CITY OF WASHINGTON, MISSOURI, IN THE ABSENCE OF ANY APPLICABLE LOCAL ORDINANCES. THE REQUIREMENTS WILL BE ENFORCED BY THE CITY OF WASHINGTON.
 - SELECTION AND DESIGN CONTROL, DEVICES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS AND SHALL BE INSPECTED AND APPROVED BY A REGISTERED PROFESSIONAL ENGINEER (PE) WHO HAS BEEN ESTABLISHED ON THE SITE TO PERFORM INSPECTION.
 - ADDITIONAL DESIGN CONTROL MAY BE REQUIRED AS DIRECTED BY LOCAL GOVERNING AUTHORITY OF THE STATE OF MISSOURI.
 - SLOPES ON THIS PROJECT SHALL HAVE GRADIENTS THAT EXCEEDS THOSE INDICATED ON THE ONE (1) VERTICAL (1) IN CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR SOIL DEVELOPMENT OF A PERMANENT GRASS COVER. A FAST GERMINATION SEED AS PER GRASSES SHALL BE UTILIZED TO PREVENT EROSION.
 - CONSTRUCTION SHALL BE KEPT OPEN TO THE PUBLIC AND SCHEDULED TO BE CLEAN OF MUD AND DEBRIS. CONSTRUCTION TO PROVIDE ADEQUATE ON-SITE PARKING FOR CONSTRUCTION EMPLOYEES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES BY THE CLIENT AND NO INVESTIGATION HAS BEEN CONDUCTED AS TO THE PRESENT STATUS OF EXISTENTS OR OTHER UTILITIES EXISTING ON THE SUBJECT LAND.
 - NO GEOTECHNICAL CHALLENGER HAS BEEN CONDUCTED BY THIS OFFICE FOR THE SITE. THIS PLAN DOES NOT REPRESENT THAT THE EXISTING SOIL ON THE SITE IS SUITABLE FOR CONSTRUCTION. THE CONTRACTOR SHALL CONSULT A GEOTECHNICAL ENGINEER TO DETERMINE THE SUITABILITY OF THE EXISTING SUBGRADE AND EXISTING EXISTING MATERIAL FROM TO BE DETERMINED BY SCALING.
 - ALL SITE GRADING AND EXISTING CONSTRUCTION SHALL COMPLY TO THE GEOTECHNICAL REPORT RECOMMENDATIONS.
 - CONTRACTOR MUST RECEIVE ALL REQUIRED PERMITS FROM THE LOCAL GOVERNING OFFICIALS AND THE STATE OF MISSOURI PRIOR TO ANY EXCAVATION.
 - DO NOT REMOVE ANY OF THE DESIGNATED PARKING AREAS.
 - CONTRACTOR TO COORDINATE THE ELECTRICAL CONNECTION TO THE NEW BUILDING WITH THE OWNER.
 - ALL WASTE MATERIAL SHALL BE STIP 21 CLASS 900 PVE (OR CLASS 900 WITH A 200 PSI WORKING PRESSURE) TO MEET AREA 2000 STANDARDS.
 - ALL ELECTRICAL, SANITARY SEWER, AND WATER SERVICE CONNECTIONS TO THE BUILDING SHALL BE COORDINATED WITH THE NEW BUILDING AND THE CITY OF WASHINGTON.
 - THE APPLICANT USING THIS PLAN TO OBTAIN BUILDING PERMITS, IS SOLELY RESPONSIBLE FOR ENSURING ALL UTILITIES TO INSURE THERE ARE NO UTILITY CONFLICTS WITH ANY EXISTING UTILITIES AS SHOWN HEREON.
 - THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION SHALL MAINTAIN THE STORM WATER MANAGEMENT SYSTEM SERVING THIS SUBDIVISION UNLESS THE STORM WATER MANAGEMENT SYSTEM HAS BEEN ACCEPTED FOR MAINTENANCE BY THE CITY OF WASHINGTON. NO MAINTENANCE COSTS SHALL BE SHARED EQUALLY WITH EACH OWNER OF ANY LOT SERVED BY THE STORM WATER MANAGEMENT SYSTEM.
 - EACH LOT OWNER RETAINS THE RIGHT TO MAINTAIN AND REPAIR THE SEWER LATERAL SERVING HIS/HER LOT TO THE SEWER MAIN. SAID MAINTENANCE AND REPAIR SHALL BE PERFORMED WITHIN ALL APPLICABLE CASHEMENTS AS SHOWN ON THE FINAL PLAT.



WSE SURVEYING & ENGINEERING, INC.
512 EAST MAIN STREET
UNION, MO 65086 (636) 367-9400
UNION, MISSOURI
WASHINGTON, MISSOURI
ST. LOUIS, MISSOURI
ST. CHARLES, MISSOURI
ST. JOSEPH, MISSOURI
ST. LOUIS, MISSOURI

PRELIMINARY PLAT
STONE BRIDGE PHASE 3
A TRACT OF LAND BEING PART OF U.S. SURVEY 1912 AND PART OF SEC. 35 & 36 ALL IN T4N, R10W OF THE 5TH P.M.L. IN FRANKLIN COUNTY, MISSOURI



2-23-2024
Prepared by: Matthew Close
Checked by: Matthew Close
Date: 2-23-2024
Scale: AS SHOWN
THIS SEAL IS FOR BLOCK ONLY AND NOT FOR CONSTRUCTION



WATER LINE APPROPRIATION TABLE

NUMBER	WATER LINE APPROPRIATION
10	16" SDR 35 SDR 35" WATER MAIN
11	16" SDR 35 SDR 35" WATER MAIN
12	16" SDR 35 SDR 35" WATER MAIN
13	16" SDR 35 SDR 35" WATER MAIN
14	16" SDR 35 SDR 35" WATER MAIN
15	16" SDR 35 SDR 35" WATER MAIN
16	16" SDR 35 SDR 35" WATER MAIN
17	16" SDR 35 SDR 35" WATER MAIN
18	16" SDR 35 SDR 35" WATER MAIN
19	16" SDR 35 SDR 35" WATER MAIN
20	16" SDR 35 SDR 35" WATER MAIN
21	16" SDR 35 SDR 35" WATER MAIN
22	16" SDR 35 SDR 35" WATER MAIN
23	16" SDR 35 SDR 35" WATER MAIN
24	16" SDR 35 SDR 35" WATER MAIN
25	16" SDR 35 SDR 35" WATER MAIN
26	16" SDR 35 SDR 35" WATER MAIN
27	16" SDR 35 SDR 35" WATER MAIN
28	16" SDR 35 SDR 35" WATER MAIN
29	16" SDR 35 SDR 35" WATER MAIN
30	16" SDR 35 SDR 35" WATER MAIN
31	16" SDR 35 SDR 35" WATER MAIN
32	16" SDR 35 SDR 35" WATER MAIN
33	16" SDR 35 SDR 35" WATER MAIN
34	16" SDR 35 SDR 35" WATER MAIN
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41	16" SDR 35 SDR 35" WATER MAIN
42	16" SDR 35 SDR 35" WATER MAIN
43	16" SDR 35 SDR 35" WATER MAIN
44	16" SDR 35 SDR 35" WATER MAIN
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46	16" SDR 35 SDR 35" WATER MAIN
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83	16" SDR 35 SDR 35" WATER MAIN
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85	16" SDR 35 SDR 35" WATER MAIN
86	16" SDR 35 SDR 35" WATER MAIN
87	16" SDR 35 SDR 35" WATER MAIN
88	16" SDR 35 SDR 35" WATER MAIN
89	16" SDR 35 SDR 35" WATER MAIN
90	16" SDR 35 SDR 35" WATER MAIN
91	16" SDR 35 SDR 35" WATER MAIN
92	16" SDR 35 SDR 35" WATER MAIN
93	16" SDR 35 SDR 35" WATER MAIN
94	16" SDR 35 SDR 35" WATER MAIN
95	16" SDR 35 SDR 35" WATER MAIN
96	16" SDR 35 SDR 35" WATER MAIN
97	16" SDR 35 SDR 35" WATER MAIN
98	16" SDR 35 SDR 35" WATER MAIN
99	16" SDR 35 SDR 35" WATER MAIN
100	16" SDR 35 SDR 35" WATER MAIN

All Water Line Appropriations Shall be Reprinted and for Street Located in Accordance with the Latest 3000 Guidelines Either Platted or Mechanical Jobs Map to List

STONE BRIDGE PHASE 3 PRELIMINARY PLAT

DESIGNED BY:
HORNBY & ASSOCIATES LLC
P.O. BOX 1624
WASHINGTON, MO 63090
ENGINEER/SURVEYOR:
MUNDT/RECH SURVEYING
& CONSULTING, INC.
512 EAST MAIN STREET
UNDER WOODSON E208

GENERAL NOTES
SITE ADDRESS: BEVER ROAD, WASHINGTON, MO
E208 AND 2091141, 2092070, 2094914, 2490270
COUNTY ZONING: T-1 (FRANKLIN COUNTY)
PROPOSED ZONING: T-1 (CITY OF WASHINGTON)
AREA: 18.22 ACRES TOTAL

FRONT SETBACK: 25'
SIDE SETBACK: 5'
REAR SETBACK: 25'
MINIMUM LOT AREA: 7,500 SQ. FT.
(EXCEPT UNLESS OTHERWISE NOTED)
FRONT LOT AREA: 7,500 SQ. FT.
SIDE LOT AREA: 500 SQ. FT.

UTILITIES
ELECTRIC: AMERICAN MISSOURI ELECTRIC
GAS: CHRYSLER COMMERCIAL GAS
SEWER: CITY OF WASHINGTON
WATER: CITY OF WASHINGTON
TELEPHONE: SBC
CITY OF WASHINGTON
CITY OF WASHINGTON
(344-7442)

FLOOD DATA
THIS SITE IS LOCATED IN ZONE "X" (UNSHADED)
FLOOD CHARTER COMMUNITARIAN
SEWER CITY OF WASHINGTON
EFFECTIVE DATE: OCTOBER 18, 2011
AS DETERMINED BY SCIENCE

DEFINITIONS
DIMENSIONS SHOWN IN EXISTING DRAWN
DESIGNED IN STONE BRIDGE PHASE 1



MUNDT/RECH SURVEYING & ENGINEERING, INC.
512 EAST MAIN STREET
UNION, MO 64480
PHONE: 660-888-8888
WWW.MUNDTRECH.COM

PRELIMINARY PLAT
STONE BRIDGE PHASE 3
A TRACT OF LAND BEING PART OF U.S. SURVEY 1912
AND PART OF SEC. 35 & 36 ALL IN T44N. R17W. OF THE
5TH P.M., IN FRANKLIN COUNTY, MISSOURI



DATE: 10/20/2024
PROJECT NO.: 24-001
SHEET NO.: 2 OF 3
NOT FOR CONSTRUCTION



LEGEND

- EXISTING SURFACE WATER LINE
- PROPOSED 8" DRAINAGE SEWER LINE
- EXISTING ELECTRIC
- UNDEGROUND ELECTRIC
- EXISTING GAS
- EXISTING TELECOMMUNICATIONS LINE
- EXISTING ASPHALT
- PROPOSED 8" WATER LINE
- PROPOSED 4" WATER LINE
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CURVE TABLE

CURVE NO.	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	S 81°48'54" W	30.19	170.80
C2	S 81°58'54" W	80.80	110.80
C3	S 82°08'54" W	81.2	102.00
C4	S 82°18'54" W	86.81	202.00
C5	S 82°28'54" W	87.3	182.00
C6	S 82°38'54" W	100.82	220.80
C7	S 82°48'54" W	107.12	230.80
C8	S 82°58'54" W	82.24	170.80
C9	S 83°08'54" W	87.84	270.80
C10	S 83°18'54" W	87.3	182.00
C11	S 83°28'54" W	86.24	202.00
C12	S 83°38'54" W	81.2	182.00
C13	S 83°48'54" W	84.82	120.80
C14	S 83°58'54" W	23.84	120.80

WATER LINE APPROPRIATION TABLE

NUMBER	WATER LINE APPROPRIATION
1	12" W/45' C/S
2	12" W/45' C/S
3	12" W/45' C/S
4	12" W/45' C/S
5	12" W/45' C/S
6	12" W/45' C/S
7	12" W/45' C/S
8	12" W/45' C/S
9	12" W/45' C/S
10	12" W/45' C/S
11	12" W/45' C/S
12	12" W/45' C/S
13	12" W/45' C/S
14	12" W/45' C/S
15	12" W/45' C/S
16	12" W/45' C/S
17	12" W/45' C/S
18	12" W/45' C/S
19	12" W/45' C/S
20	12" W/45' C/S
21	12" W/45' C/S
22	12" W/45' C/S
23	12" W/45' C/S
24	12" W/45' C/S
25	12" W/45' C/S
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29	12" W/45' C/S
30	12" W/45' C/S
31	12" W/45' C/S
32	12" W/45' C/S
33	12" W/45' C/S
34	12" W/45' C/S
35	12" W/45' C/S
36	12" W/45' C/S
37	12" W/45' C/S
38	12" W/45' C/S
39	12" W/45' C/S
40	12" W/45' C/S
41	12" W/45' C/S
42	12" W/45' C/S
43	12" W/45' C/S
44	12" W/45' C/S
45	12" W/45' C/S
46	12" W/45' C/S
47	12" W/45' C/S
48	12" W/45' C/S
49	12" W/45' C/S
50	12" W/45' C/S
51	12" W/45' C/S
52	12" W/45' C/S
53	12" W/45' C/S
54	12" W/45' C/S
55	12" W/45' C/S
56	

STONE BRIDGE PHASE 3 PRELIMINARY PLAT



WASHINGTON SURVEYING & ENGINEERING INC.
 512 EAST MAIN STREET
 LINCOLN, MO 63501
 PHONE: (636) 361-8400

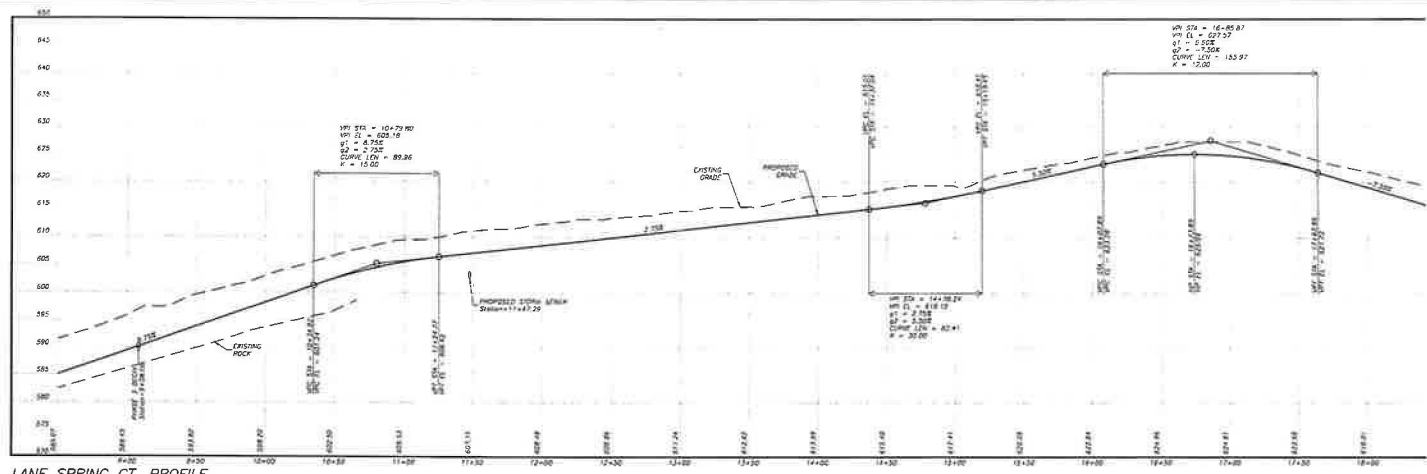
GENERAL NOTES
 SITE ADDRESS: SWEET ROAD, WASHINGTON, MO
 200' AND 230' (12), 304' (12), 340' (12), 370' (12)
 EXISTING ZONING: T1 (FRANKLIN COUNTY)
 PROPOSED ZONING: M-10 (CITY OF WASHINGTON)
 AREA: 13.95 ACRES TOTAL

FRONT SETBACK: 25'
 SIDE SETBACK: 45'
 REAR SETBACK: 25'
 MINIMUM LOT AREA: 1,500 SQ. FT.
 EXCEPT WHERE SHOWN OTHERWISE:
 FRONT Y.E. & S.O.C. = 15'
 REAR Y.E. & S.O.C. = 15'
 SIDE Y.E. & S.O.C. = 3'

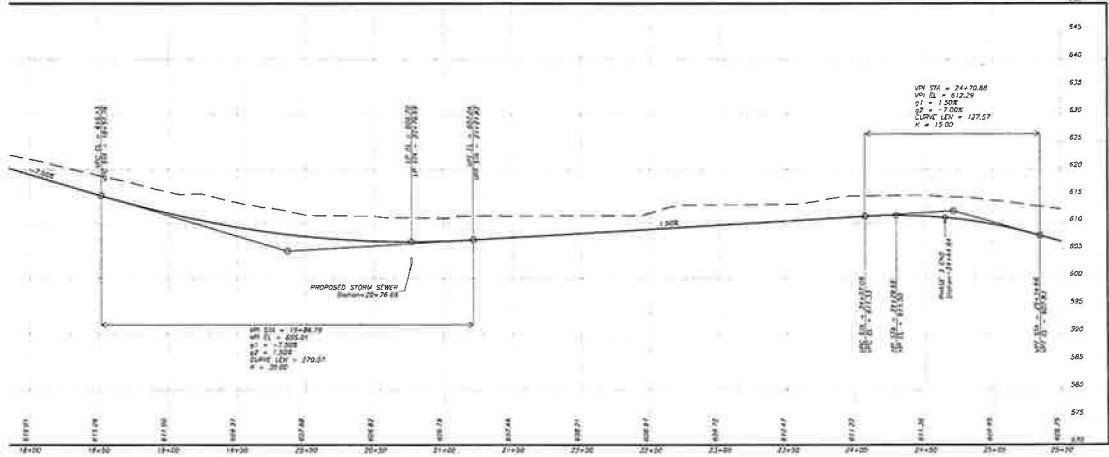
UTILITIES:
 GULCH: ANDREW MISSOURI ELECTRIC
 GULCH: CARTER OVERHEADS
 S.W.P.C.: CITY OF WASHINGTON
 TELEPHONE: AT&T
 WATER: CITY OF WASHINGTON
 UTILITY LOCUS: 1"=800'-0"=1" (544-7483)

FLOOD DATA:
 THIS SITE IS LOCATED IN ZONE "X" (UNSHADOWED)
 25 YEAR FLOOD INSURANCE RATE MAP, MO
 2007/10/20, EFFECTIVE DATE: OCTOBER 18,
 2014 AS DETERMINED BY SONANG

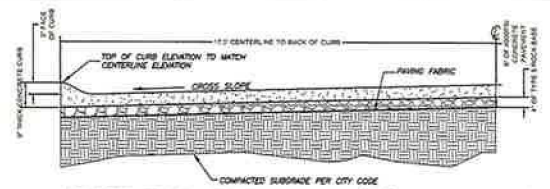
REVISION:
 CORRECTIONS MADE IN EXISTING PLOTTING
 DESIGNED IN STONE BRIDGE PHASE 1



LANE SPRING CT. PROFILE
 1"=40.00' Horiz.
 1"=10.00' Vert.



LANE SPRING CT. PROFILE (CONT.)
 1"=40.00' Horiz.
 1"=10.00' Vert.



STREET CROSS SECTION DETAIL (35' LOCAL ACCESS)
 NO SCALE

WASHINGTON SURVEYING & ENGINEERING INC.
 512 EAST MAIN STREET
 LINCOLN, MO 63501
 PHONE: (636) 361-8400

PRELIMINARY PLAT
 STONE BRIDGE PHASE 3
 A TRACT OF LAND BEING PART OF U.S. SURVEY 1912,
 AND PART OF SEC. 35 & 36 ALL IN T4-N-R11W OF THE
 5TH P.M., IN FRANKLIN COUNTY, MISSOURI



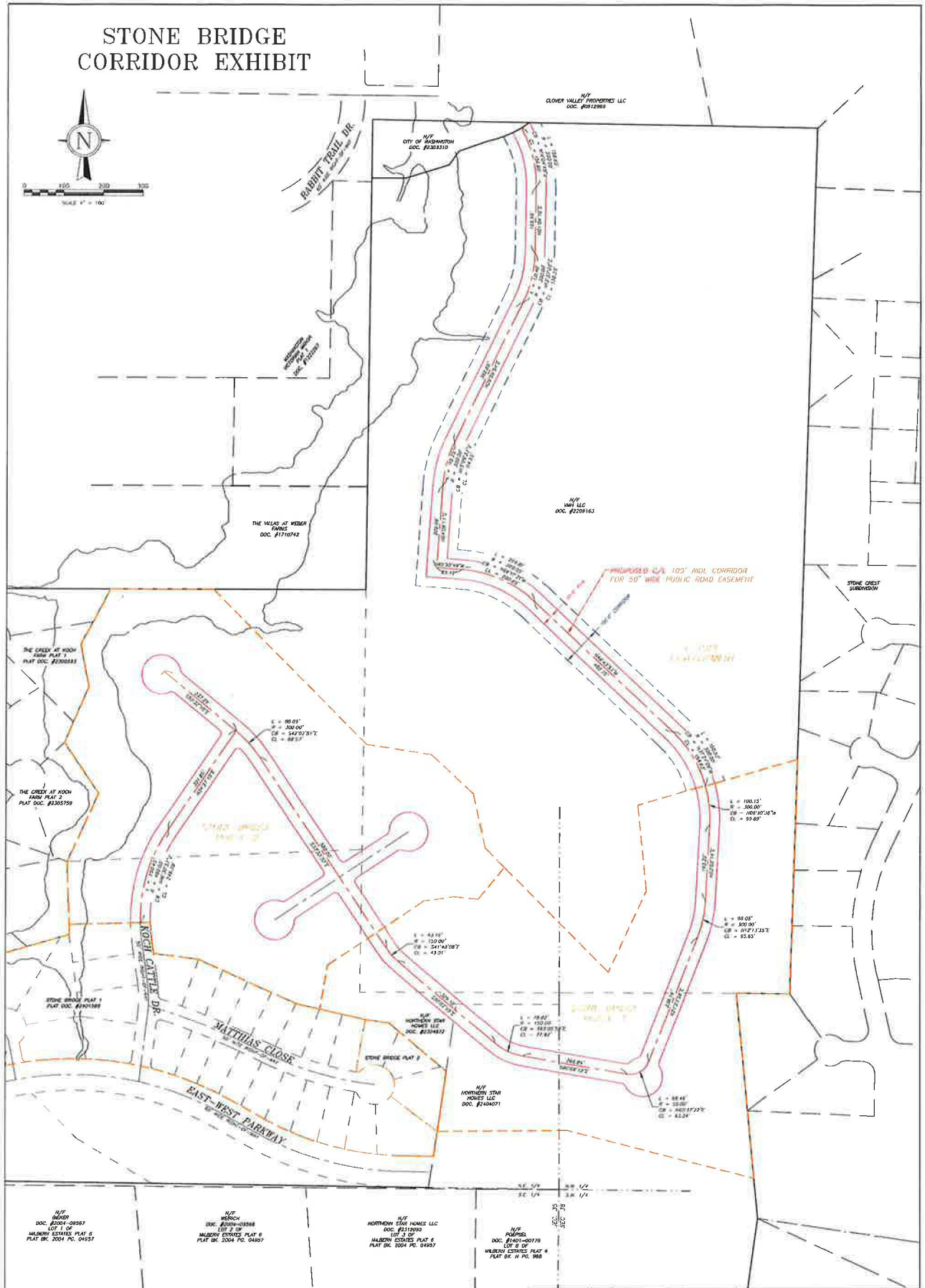
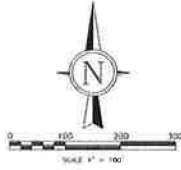
2-22-2024
 Prepared by: JAC
 Date: 2-22-2024
 P.E. Matthew J. Smith
 No. 127000
 State of Washington
 License No. 127000
 License Type: Professional Engineer
 License Category: Civil
 License Status: Active
 License Expiration: 12/31/2026

REV	DATE	BY	CHK	DESCRIPTION

3 OF 3
 NOT FOR CONSTRUCTION

8a

STONE BRIDGE CORRIDOR EXHIBIT



N/E
SEWER
DOC. #2014-0867
LOT 1 OF
MULBURN ESTATES PLAT 6
PLAT BK. 2004 PG. 04937

N/E
WENBACH
DOC. #2008-0288
LOT 2 OF
MULBURN ESTATES PLAT 6
PLAT BK. 2004 PG. 04937

N/E
NORTON STAN HOMES LLC
DOC. #212026
LOT 2
MULBURN ESTATES PLAT 6
PLAT BK. 2004 PG. 04937

N/E
PARKER
DOC. #1401-00718
LOT 6 OF
MULBURN ESTATES PLAT 6
PLAT BK. N.P. 968

**PRELIMINARY
NOT FOR
CONSTRUCTION**

CORRIDOR EXHIBIT STONE BRIDGE	
PART U.S. SECTION 1012 & PART OF SECTION 20, & 30, ALL IN T44N, R1W OF THE 3TH P.M., IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI	
SCALE: 1"=200'	DATE: 12/20/2024
DRAWN BY: J. W. BROWN	CHECKED BY: J. W. BROWN
DATE: 12/20/2024	DATE: 12/20/2024
PROJECT NO.: 24-001	DATE: 12/20/2024
DATE: 12/20/2024	DATE: 12/20/2024
DATE: 12/20/2024	DATE: 12/20/2024
DATE: 12/20/2024	DATE: 12/20/2024

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