REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
MONDAY, OCTOBER 19, 2026 - 7:00 P.M.
COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI

		SUGGESTED COUNCIL ACTION	
1.	**INTRODUCTORY ITEMS:**		
	Roll Call / Pledge of Allegiance		
	Approval of the Minutes from the October 5, 2026, Council Meeting	Need Motion/Mayor	Memo
	Approval and Adjustment of Agenda	Need Motion/Mayor	Memo
2.	**PRIORITY ITEMS:**		
	Mayor's Presentations, Appointments & Reappointments		
a.	Police Department Reappointment	Approve/Mayor	Memo
3.	**PUBLIC HEARINGS:**		
a.	Annexation – 5001 South Point Road	Accept Into Minutes	Memo
b.	Special Use Permit – Lot B9, Eisenberg's Addition Subdivision	Accept Into Minutes	Memo
c.	An ordinance granting a Special Use Permit for a Multi-Family Dwelling located at Lot B9, Eisenberg's Addition Subdivision, in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
d.	Special Use Permit – 901 East First Street Drive-Thru	Accept Into Minutes	Memo
e.	Special Use Permit – 8 West Second Street Roadside Stand	Accept Into Minutes	Memo
f.	An ordinance granting a Special Use Permit for a Roadside Stand at 8 West Second Street in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	
4.	**CITIZENS COMMENTS:**		
5.	**UNFINISHED BUSINESS:**		
6.	**REPORT OF DEPARTMENT HEADS:**		
7.	**ORDINANCES/RESOLUTIONS:**		
a.	An ordinance authorizing and directing the execution of a Five (5) Year Sales Contract by and between the City of Washington, Missouri and Axon Enterprise, Inc. for the purchase of Taser 10 Weapons and Training Equipment.	Read & Int/Read/Vote/Mayor	Memo
b.	An ordinance authorizing and directing the acceptance of an Estimate by and between the City of Washington, Missouri and Ziglin Signs for the purchase of Downtown Public Parking Lot Signs and amend the 2026-2027 Budget.	Read & Int/Read/Vote/Mayor	Memo

c.	An ordinance authorizing and directing the acceptance of a Proposal for Professional Engineering Services by and between the City of Washington, Missouri and SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Struckhoff Sanitary Landfill.	Read & Int/Read/Vote/Mayor	Memo
d.	An ordinance authorizing and directing the acceptance of a Proposal for Professional Engineering Services by and between the City of Washington, Missouri and SCS Engineers for Tier 2 NMOC Testing and Reporting at the Struckhoff Sanitary Landfill.	Read & Int/Read/Vote/Mayor	Memo
e.	An ordinance authorizing and directing the execution of an Easement by and between the City of Washington, Missouri and Union Electric Company d/b/a Ameren Missouri.	Read & Int/Read/Vote/Mayor	Memo
f.	An ordinance authorizing and directing the execution of a Sanitary Sewer Easement by and between the City of Washington, Missouri and Riverbend Estates III, L.P.	Read & Int/Read/Vote/Mayor	Memo
g.	An ordinance authorizing and directing the execution of a Sanitary Sewer Easement by and between the City of Washington, Missouri and Riverbend Villas Senior, L.P.	Read & Int/Read/Vote/Mayor	Memo

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

a.	Preliminary Plat Approval – Pinnacle Ridge Estates; 5001 South Point Road	Accept/Approve/Mayor	Memo
b.	Preliminary Plat Approval – Bieker Meadows; 1174 Bieker Road	Accept/Approve/Mayor	Memo
c.	An ordinance approving the Final Plat of Bieker Meadows in the City of Washington, Franklin County, Missouri.	Read & Int/Read/Vote/Mayor	

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

a.	Highway 47 Project Update	Discussion

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, OCTOBER 14, 2026
A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, OCTOBER 5, 2026

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on Monday, October 5, 2026, 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
		Steve Sullentrup	Present
	Ward II	Mark Hidritch	Present
		Tim Poepsel	Absent
	Ward III	Chad Briggs	Present
		Jeff Patke	Present
	Ward IV	Mike Coulter	Present
		Joe Holtmeier	Present

Also Present:	City Attorney	Mark Piontek
	City Administrator	Chad Pohlmann
	Assistant City Administrator/City Clerk	Sherri Klekamp
	City Planner	Aaron Beckman
	Economic Development Director	Aaron Griesheimer
	Water/Wastewater Superintendent	Kevin Quaethem
	Police Chief	Jim Armstrong
	Fire Chief	Tim Frankenberg
	Emergency Management Director	Justin Frankenberg
	Communications Director	Jennifer Brune
	City Engineer	Charles Stankovic
	Library Director	Nelson Appell

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

Approval of Minutes:

* Approval of the Minutes from the September 21, 2026, Council Meeting

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

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Approval and Adjustment of Agenda including Consent Agenda:

* Collector's/Treasurer's Report Summary – July 2026
* Monthly Investment Report Summary – July 2026

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

PRIORITY ITEMS:

* City of Washington Life-Saving Award

Mayor Doug Hagedorn presented the City of Washington Life-Saving Award to Washington Missouri, Citizen, Clint Schneider, for demonstrating extraordinary courage and compassion by risking his own safety to save his neighbor from a house fire.

Mayor's Presentations, Appointments & Reappointments:

* Library Board of Trustees Appointment

September 28, 2026
To the City Council
City of Washington
Washington, Missouri
Dear Council Members:
I herewith submit for your approval the following for appointment to the Library Board of Trustees:
Diane Lick – term ending October 2029
Respectfully submitted,
James D. Hagedorn
Mayor

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

PUBLIC HEARINGS

* Rezoning – 118 East Fourth Street

September 14, 2026
Mayor & City Council
City of Washington
Washington, MO 63090
RE: File No. 26-0908-Rezoning 118 E. Fourth Street-R-3- to R-2 Stephen Canton
Mayor & City Council,
At the regular meeting of the Planning & Zoning Commission held on September 14, 2026 the above mentioned Rezoning was approved with a unanimous vote in favor.
Sincerely,
John A. Borgmann
Chairman
Planning & Zoning Commission

Beckman: All right. Good evening, Council. Before we have a rezoning request from the R-3 Multi-Family District to the R-2 Two Family Overlay District here off Fourth Street between Market and Walnut, Locust one of those. Any whom, so the current zoning is R-3 the *inaudible*...overlay and this is being done to accommodate a new single-family home on the a vacant lot, and the reason why the applicant is requesting the zoning change is because there are a number of procedural hassles to build a single-family home in our Mult-Family District.

That being said, their preferred design would require an approved variance as their front entryway would be over the required setback, and then also in multi-family zoned areas, single-family homes require a Special Use Permit.

And so, one thing that you might notice from just the overall zoning map here is that there is no surrounding R-2 Overlay. But this is not spot zoning for a multitude of reasons here. First and foremost, our long-range plan recommends that this area be, you know, R-2 Overlay. This is the future land use map here. All of that orange that you see is recommended future R-2 Overlay despite most of the current zoning in that area being R-3. That's because this area was zoned R-3 many years ago when most of the properties in that area were multi-family structures. However, as time has gone on, a lot of those structures have been converted into single-family homes. So, you have a lot of nonconforming uses in this area between Market and Locust there where that stretch of teal is on your screen here.

So, that being said, our comprehensive plan supports this rezoning.

So, just some staff comments about the request. It, the rezoning meets all the lot requirements for the zoning district. There's no screening required for R-2 Overlay. As I mentioned, the future land use plan recommends this area be rezoned R-2 to better accommodate surrounding single-family uses, and the proposed use and zoning is consistent with the surrounding neighborhood.

So, staff recommends approval. Any questions?

Sullentrup: Public hearing.

Hagedorn: Yes, it is. You guys got any questions? Folks, this is a public hearing. So, if anyone would like to comment upon this proposal, now is your chance. Thank you.

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

Bill No. 26-13396, Ordinance No. 26-14378, an ordinance rezoning 118 East Fourth Street from R-3 Multi-Family Residential to R-2 Overlay Two-Family Residential in the City of Washington, Franklin County, Missouri.

The ordinance was introduced by Councilmember Sullentrup.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Patke-yes, Briggs-yes, Coulter-yes, Sullentrup-yes, Behr-yes, Poepsel-absent.

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* Rezoning – Lot 4 of the Terrace in Washington

September 14, 2026
Mayor & City Council
City of Washington
Washington, MO 63090
RE: File No. 26-0910-Rezoning-Lot 4 of the Terrace in Washington Subdivision-R-1C to R-2, Kurt Unnerstall
Mayor & City Council,
At the regular meeting of the Planning & Zoning Commission held on September 14, 2026 the above mentioned Rezoning was approved with a unanimous vote in favor.
Sincerely,
John A. Borgmann
Chairman
Planning & Zoning Commission

Beckman: Yes. Good evening. This is a rezoning request from the R-1C Single-Family Attached Zoning District to the R-2 Two-Family Zoning District just south of Dawn Avenue and the apartments there.

So, specifically we're talking about this piece of property on screen here, that it's just north of Meadowlake there, and yeah, just south of the apartments.

So, this piece of property was, this is the original Terrace in Washington Subdivision. The boundary lines and the road has kind of changed since then, but this property has been zoned R-1C since it has been, you know, subdivided like this and, you know, the apartment development kind of came to fruition there a number of years ago.

And this piece of property was set up as kind of a buffer between the multi-family to the north and the single-family to the south there. So, kind of a mid-density piece of property here to buffer those property owners.

Here's the more current version of what the road looks like here. So, you got Don Avenue right here and then KJ Unnerstall Drive which is a future road that will be constructed, and then eventually connect to Highway 100 here. But this piece of property, I mean, when you drive by it, you know, you can't really see the distinction between the city right-of-way and this piece of property because it's all dirt right now.

Talking about the future land, I guess let me, let me back up a little bit here. So, the reason why this rezoning is being requested is if you will, most of you will remember earlier this year staff initiated a series of changes to our Duplex Zoning District to deal with some of the changing financing situation, the changing financing situation around condominiums. And as part of that, a long-term initiative of staff is to phase out the R-1C District. Whenever we, you know, go through a major zoning overhaul, a major code rewrite, something like that, we don't have a set date for that. Frankly, it's a low priority item for staff, but the developer has taken upon, taken upon it to request a rezoning to kind of preemptively get on that to be able to utilize staff's preferred attached Single-Family Zoning District.

So, talking about, you know, what our future land use map recommends, it talks about, you know, Type 1 Residential Countryside, which is our homes in a suburban setting, and it talks about attached villas which is still the intention here is to do attached single-family.

So, talking about some staff comments. It meets all lot requirements for the R-2 Family Zoning District. Something of note here, the property will have to be further subdivided to actually do attached single-family or to do more than one duplex on the lot. So, that's something of note; No screening is required for R-2 properties. The road itself needs to be built before the homes are constructed; Future Land Use Plan is supportive of this type of use; And, as I've mentioned, R-2 is the Primary Attached Single-Family Zoning District after the code changes that we made earlier this year; And most importantly here, this rezoning preserves the density buffer between single-family to the south/west and multi-family to the north.

We did have a few citizens show up for this item at Planning and Zoning, and they had some questions regarding that and that is that is still the case. You could only do, you know, two family structures on this piece of property. So, any questions?

Hagedorn: Okay. Again, folks, this is a public hearing, so if anyone would like to come up to the microphone, Steve, please state your name and your address, Steve.

Steve Hoffmann: I live on Spring Valley Drive, just to the north of the property that we're talking about.

Piontek: South.

Steve Hoffmann: Is it south?

Hagedorn: It is.

Steve Hoffmann: Okay. I guess my question is what's the real difference between the, this current zoning and the new zoning, the R-2? I mean I've read through the numbers about six times here and I don't quite understand what the real, is it just smaller lot sizes?

Beckman: Yeah, they are smaller lot sizes in this the new zoning district. Correct.

Steve Hoffmann: Okay. So, is that it basically? I mean, is that the only difference?

Beckman: You could also do the R-1C Zoning District has a setback on only one side of the property. So, you could only do, you could, you can do townhomes with the R-2 zoning. There's no setback on either side. So, that would be another difference. Yeah.

Steve Hoffmann: Let's see. I don't really have any other questions. You explained it pretty well.

Beckman: Thank you.

Steve Hoffmann: That it's smaller lot sizes.

Beckman: Correct, yeah, that's by and large the major change.

Steve Hoffmann: Okay. Thank you.

Hagedorn: Thanks, Steve. Anyone else?

Kurt Unnerstall: For the record, my name is Kurt Unnterstall. I'm the developer owner of this property, and Aaron did a real good job. Basically, as I mentioned in the Planning and Zoning Meeting, the City has updated codes, and in the past we have developed and zoned some property, and then that code, Senior Housing District got eliminated, so we have property that zoned to Obsolete Zoning District. So, when the City prompted to do the R-2 change, we ended up deciding to just get the zoning correct with the current status of what the City of Washington's doing. So, again, they'll be either duplexes or villas, one story buting up to the between the apartments and Meadowlake. So, it's really what we're doing. Thank you.

Hagedorn: Thank you. Anyone else?

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

Bill No. 26-13397, Ordinance No. 26-14379, an ordinance rezoning Lot 4 of the Terrace in Washington from R-1C Single-Family Attached Residential to R-2 Two-Family Residential in the City of Washington, Franklin County, Missouri.
The ordinance was introduced by Councilmember Patke.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Patke-yes, Briggs-yes, Coulter-yes, Sullentrup-yes, Behr-yes, Poepsel-absent.

CITIZENS COMMENTS

* Donna Woolery 1007 Jefferson street addressed Council regarding a request for assistance with costs associated with a sidewalk and drainage issues caused by a neighboring property's gutter, including excavation, piping, and rock work.

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* South Point Water Storage Tank

Date: *08/24/26*
To: *Mayor and City Council*
From: *Keving Quaethem, Water/Wastewater Superintendent*
Subject: *Request for Funding from 2018-2026 Half Cent Sales Tax for South Point Water Storage Tank.*

Dear Mayor and City Council,

I am writing on behalf of the Board of Public Works to formally request funding support in the amount of $800,000 from the remaining balance of the City of Washington's 2018-2026 Half-Cent Sales tax to help cover the cost of constructing the South Point Water Storage Tank.

When the 2018-2026 Sales Tax Projects were approved, $800,000, was earmarked for construction of the tank. At that time, the estimated cost was one dollar per gallon, meaning the half-cent sales tax would contribute $800,000 and the Water Department would cover the additional $200,000.

However, by the time construction began in 2023, the cost had increased to two dollars per gallon, doubling the total project cost from $1,000,000 to $2,008,119.

The Water Department was fortunate to receive $973,000 from the Franklin County ARPA Fund, reducing the remaining project balance to $1,035,119. The Water Department covered this remaining balance.

This funding request will allow the Water Department to eliminate the deficit created by covering the overage and stabilize the department's financial position for the remainder of the year.

Thank you for your consideration of this request.
Sincerely,
Kevin Quaethem
Water/Wastewater Superintendent

After discussion, a motion to approve the request was made by Councilmember Holtmeier, seconded by Councilmember Coulter, passed without dissent.

ORDINANCES/RESOLUTIONS

Bill No. 26-13398, Ordinance No. 26-14380, an ordinance authorizing and directing the City of Washington, Missouri to accept a Proposal from Motorola Solutions, Inc for the upgrade of three (3) existing Dispatch Radio Consoles.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 26-13399, Ordinance No. 26-14381, an ordinance authorizing and directing the City of Washington, Missouri to accept a Quote from Motorola Solutions, Inc for the purchase of Motorola APX Next Portable Radios and Motorola APX8500 Mobile Radios for Police, Fire, Emergency Management, and Communications.

The ordinance was introduced by Councilmember Patke.

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

Bill No. 26-13400, Ordinance No. 26-14382, an ordinance authorizing and directing the execution of a Supplemental Agreement #1 by and between the City of Washington, Missouri and HDR Engineering, Inc. for Professional Services for the Highway 100/East Fifth Street Intersection Improvement Project, CMAQ-6400(631) and amend the 2027 Budget.

The ordinance was introduced by Councilmember Sullentrup.

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

Bill No. 26-13401, Ordinance No. 26-14383, an ordinance authorizing and directing the execution of a Supplemental Agreement #1 by and between the City of Washington, Missouri and HDR Engineering, Inc. for Professional Services for the High Street and Highway 100 Intersection Improvements Project CMAQ-6400(633).

The ordinance was introduced by Councilmember Patke.

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

Bill No. 26-13402, Ordinance No. 26-14384, an ordinance vacating a portion of Front Street Right-of-Way from 22.5 feet West of Oak Street Westward 11.8 feet, in the City of Washington, Franklin County, Missouri.
The ordinance was introduced by Councilmember Coulter.

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

COMMISSION, COMMITTEE AND BOARD REPORTS

Bill No. 26-13403, Ordinance No. 26-14385, an ordinance approving the Final Plat of Elijah McLean's Homestead Subdivision of the City of Washington, Franklin County, Missouri.
The ordinance was introduced by Councilmember Holtmeier.

With no further discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Holtmeier-aye, Patke-yes, Briggs-yes, Coulter-yes, Sullentrup-yes, Behr-yes, Poepsel-absent.

MAYOR'S REPORT

* Briefly discussed the *St. Louis Post Dispatch* article regarding Kirkwood's Performing Arts Center.

CITY ADMINISTRATOR'S REPORT

* Request for Proposals (RFP) for the Transfer Station are due October 9th. The existing RFP's for the utilization or another plan for the Transfer Station expire October 23rd, and the hope is to assess the new possibilities alongside the other bids.
* Upcoming events: Music at the Market on October 8th; Main Stage Concert Series featuring Savana on October 14th; Electronics Recycling Event on October 17th; Pumpkin Palooza and Candy Crawl on October 24th.
* The Parks Department is drafting an RFP for the July 4th fireworks and forming an informal planning group that will include Post 218 American Legion.
* Brief discussion on Landfill paving.

COUNCIL COMMENTS

* Brief discussion regarding milling at Rabbit Trail and the south side of Highway 100.

CITY ATTORNEY'S REPORT

Public vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000) passed at 7:48 p.m. on the following roll call vote; Hidritch-aye, Holtmeier-aye, Patke-yes, Briggs-yes, Coulter-yes, Sullentrup-yes, Behr-yes, Poepsel-absent.

The regular session reconvened at 8:59 p.m.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 8:59 p.m. by Councilmember Holtmeier, seconded by Councilmember Coulter passed without dissent.

Adopted: _____

Attest: _____ _____
City Clerk President of City Council

Passed: _____

Attest: _____ _____
City Clerk Mayor of Washington, Missouri

405 Jefferson Street, Washington, MO 63090 | 636-390-1000 | www.washmo.gov

October 13, 2026

City Council
City of Washington
Washington, Missouri

Dear Council Members:

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

NAME	DATE EFFECTIVE	DATE EXPIRES
Matthew Cooper Sergeant	October 21, 2026	October 21, 2027

Respectfully submitted,

James D. Hagedorn
Mayor

POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

Date: October 13, 2026

To: Mayor Doug Hagedorn

Subject: Reappointment of Police Officer

Honorable Mayor Hagedorn,

I respectfully request that the following officer be presented to the City Council for reappointment to the Washington Police Department. The officer continues to provide excellent service to the citizens, the City, and the Police Department.

NAME	DATE EFFECTIVE	DATE EXPIRES
Sgt. Matthew Cooper	**October 21, 2026**	**October 21, 2027**

Respectfully,

Chief James Armstrong

Jim Armstrong
Chief of Police

2a

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

September 14, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-0905-Annexation-5001 South Point Road-Andrea Straatmann**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on September 14, 2026 the above mentioned Annexation was approved with a unanimous vote in favor.

Sincerely,

John A. Borgmann

John A. Borgmann
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 14, 2026

Re: File #26-0905

Synopsis: The applicant is requesting to annex approximately 4 acres into the City of Washington. Exhibit attached for Pinnacle Ridge Estates.

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	City Well / Single-Family Homes	R-1A
South	Single-Family Homes	R-1A
East	Franklin County Farmland	N/A
West	Single-Family Homes	R-1A

Analysis:
The applicant is requesting to annex 4 acres as shown on the attached survey and legal description. The applicant requests that the newly annexed property be zoned R1-A Single Family Residential. The future land use map for this area recommends "Type I – Residential – Countryside", with lots 7,500 sq. ft. and larger, a mix of detached single-family homes and attached villas, a spacious suburban setting, curvilinear streets, cul-de-sacs, street lighting, and optional sidewalks. The development is consistent with the Comprehensive Plan's vision for this area. The surrounding neighborhood, Stone Crest, is zoned and was developed in accordance with the R-1A zoning district. Pinnacle Ridge Estates is a single-family, eight-lot subdivision with a minimum lot size of at least 10,000 square feet. The existing home on the property will be maintained with the annexation.

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

26-0905

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 R1-A Single-Family Residence District

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, 4-3-00)

Straatmann Heritage Acres, LLC — Andrea Straatmann
Applicant Name (print) — Applicant signature

Address & Phone 405 Steepleview Lane, Washington MO 63090. PH: 314-650-0148

STATE OF MISSOURI)
) SS
COUNTY OF FRANKLIN)

On this 28 day of August, 2026, before me appeared Andrea Straatmann, 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.

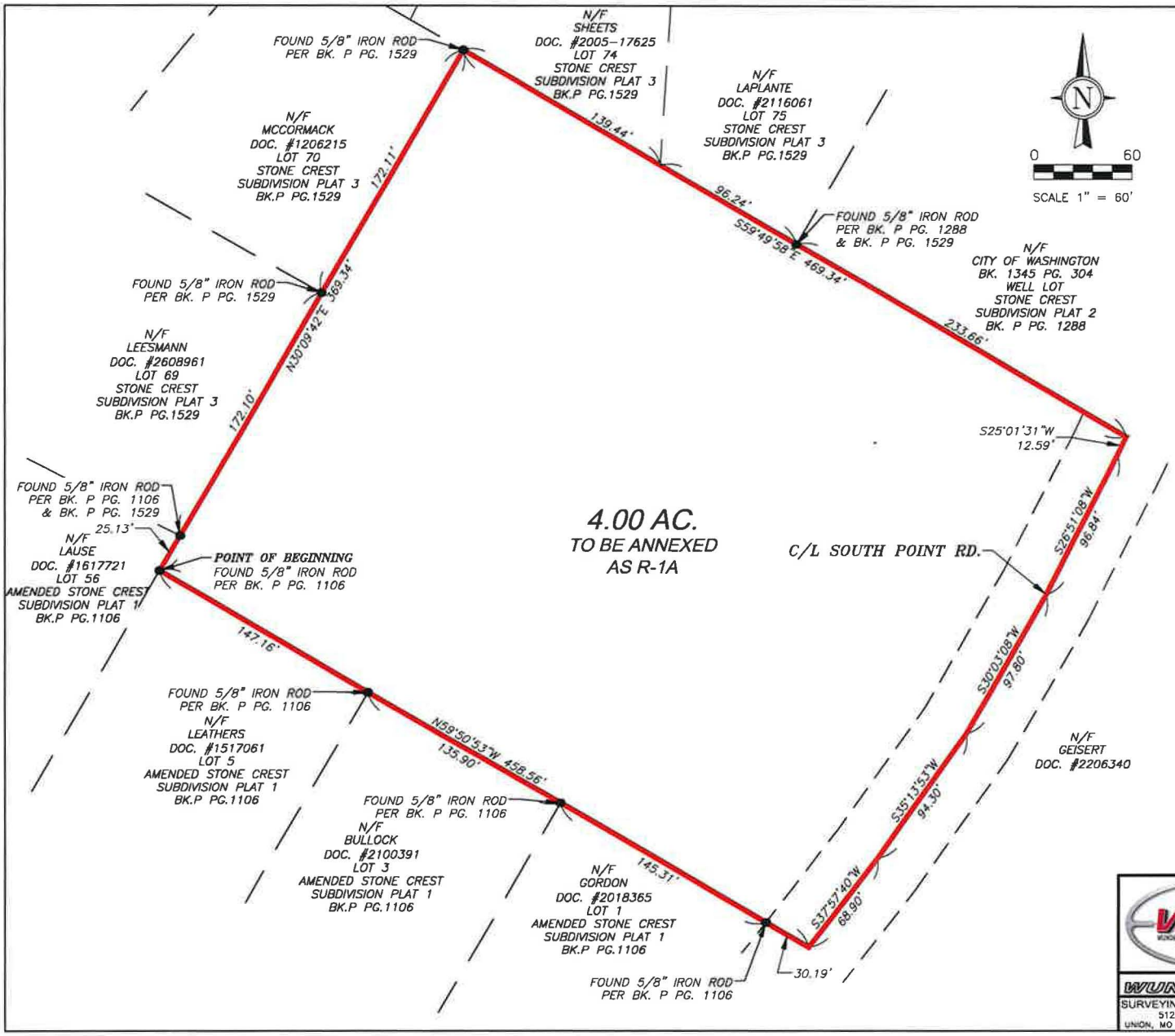
Kara Michelle Thies
Notary Public

KARA MICHELLE THIES
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires: April 23, 2028
Commission # 16954964

3a

EXHIBIT A – LEGAL DESCRIPTION

A tract of land being part of U.S. Survey No. 1912 and part of the Fractional Section 36, Township 44 North, Range 1 West of the 5th P.M., Franklin County, Missouri, also being part of a larger parent tract recorded in Book 936, page 3 of the Franklin County Recorder of Deeds office, and being more particularly described as follows: Beginning at a found iron rod at the Northwest corner of Lot 5 of Amended Stone Crest Subdivision Plat 1 as recorded in Book P. Page 1106; thence North 30° 08' 51" East 369.33 feet to a found iron rod; thence South 59° 51' 09" East 469.34 feet to the centerline of South Point Road (as traveled), from which bears a found iron rod North 59° 51' 09" West 30.12 feet; thence along said centerline the following courses: South 25° 00' 32" West 12.59 feet, South 26° 50' 09" West 96.84 feet, South 30° 02' 09" West 97.80 feet, South 35° 12' 54" West 94.30 feet, South 37° 56' 41" West 69.01 feet to a point, from which bears a found iron rod North 59° 51' 09" West 30.28 feet; thence leaving said centerline along the North line of said Amended Stone Crest subdivision Plat 1, North 59° 51' 09" West 458.56 feet to the point of beginning, containing 4.00 acre.



DESCRIPTION OF 4.00 ACRE TRACT TO BE ANNEXED AS R-1A:

A tract of land being part of the Northwest Quarter of Section 36, Township 44 North, Range 1 West of the 5th P.M., Franklin County, Missouri being more fully described as follows:

Beginning at an iron rod at the Northernmost Corner of Lot 5 of Amended Stone Crest Subdivision Plat 1 as recorded in Book P Page 1106 in the Office of the Franklin County Recorder of Deeds;
Thence along the Southeast line of Lot 56 of said Amended Stone Crest Subdivision Plat 1 and the extension thereof and the Southeast line of Lot 69 and Lot 70 of Stone Crest Subdivision Plat 3 as recorded in Book P Page 1529 in the Office of the Franklin County Recorder of Deeds N 30° 09' 42" E 369.34 feet to an iron rod at the Easternmost Corner of said Lot 70 same being a point on the Southwest line of Lot 74 of said Stone Crest Subdivision Plat 3;
Thence leaving said Southeast line of Lot 69 and Lot 70 along said Southwest line of Lot 74, Lot 75 of said Stone Crest Subdivision Plat 3, and the Southwest line of the Well Lot of Stone Crest Subdivision Plat 2 as recorded in Book P Page 1288 in the Office of the Franklin County Recorder of deeds S 59° 49' 58" E 469.34 feet to the Southernmost Corner of said Well Lot same being a point on the Centerline of South Point Road;
Thence leaving said Southwest line of the Well Lot along said Centerline of South Point Road the following courses and distances:
Thence S 25° 01' 31" W 12.59 feet;
Thence S 26° 51' 08" W 96.84 feet;
Thence S 30° 03' 08" W 97.80 feet;
Thence S 35° 13' 53" W 94.30 feet;
Thence S 37° 57' 40" W 68.90 feet to the intersection of said Centerline and the extension of the Northeast line of Lot 1 of said Amended Stone Crest Subdivision Plat 1;
Thence leaving said Centerline of South Point Road along said extension and said Northeast line of said Lot 1 and the Northeast line of Lot 3 and Lot 5 of said Amended Stone Crest Subdivision Plat 1 N 59° 50' 53" W 458.56 feet to the POINT OF BEGINNING;

Containing 4.00 Acres more or less.

SUBJECT TO easements, conditions, and restrictions of record.

WSE WUNDERLICH SURVEYING & ENGINEERING

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

ANNEXATION EXHIBIT

PART OF NW 1/4 OF SEC. 36, IN T44N, R1W OF THE 5TH P.M. IN FRANKLIN COUNTY, MISSOURI

SCALE: 1"=60'
JOB: 8548
DATE: 8-26-26
DWN: NM
S:/8548/DWG/S-E

SHEET 1 OF 1

3a

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 12, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-1002-Special Use Permit-Lot B9 of the Eisenberg's Addition Subdivision, Multi-Family Dwelling-Washington Charitable Foundation**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on October 12, 2026 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,

John A. Borgmann

John A. Borgmann
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 12, 2026

Re: File # 26-1002 – Lot B9, Eisenbergs Addition – Multi-Family Dwelling

Synopsis: The applicant is requesting approval of a Special Use Permit for a Multi-Family Dwelling at Lot B9 of the Eisenbergs Addition Subdivision.

	Existing Land Use	Existing Zoning
North	Commercial	C-2
South	Single-Family Homes	R-1A
East	Single-Family Homes	R-1A
West	Single-Family Homes / Commercial Lots	R-1A / C-2

Analysis:

The applicant has requested a Special Use Permit for Lot B9 of the Eisenberg's Addition Subdivision. The lot is located directly behind JCPenny and Goodwill. The applicant wishes to construct a 16-unit multi-family dwelling in the C-2 General Commercial District. Multi-family dwellings are only permitted by special use in this zoning district. At 8 acres, the lot meets the minimum size for multi-family dwellings in C-2. The private access way off Washington Heights Drive to the proposed development must be named and signed to ensure adequate fire, police, and EMS response. To ensure this occurs, staff recommend the developer pay for and install a street sign identifying the access way at the intersection with Washington Heights Drive as outlined in Section 410.065.D. Prior to construction, the applicant must connect the site to City water as there is no adjacent water line. The proposed apartment and associated parking lot are within the 100-year floodplain and require a floodplain development permit to be constructed. This means the building must be elevated two feet above the base flood elevation (499').

According to Section 400.205, City Council can approve, after review from Planning and Zoning Commission Special Uses.

According to this Section," Special uses are those types of uses which tend to be problematic because they: (1) have a tendency to generate significant traffic volumes and/or turning movements; (2) have operational characteristics that may have a detrimental impact on adjacent or nearby properties; or (3) have other characteristics which may impact public health, safety, or welfare; but can be approved if such uses meet the criteria established herein. Special uses also include public and quasi-public uses affected with the public interest. In order to ensure that detrimental impacts are avoided or mitigated to a satisfactory level, special uses must be reviewed and may be approved in accordance with the provisions of this Article."

"In considering whether or not such application for a special use permit should be granted, it shall be the duty of the Commission and the Council to give consideration to the effect of the requested use on the health, safety, morals and general welfare of the residents of the area in the vicinity of the property in question and the residents of the City generally. In considering the special use, the Commission and the Council may consider, among other factors, the following:

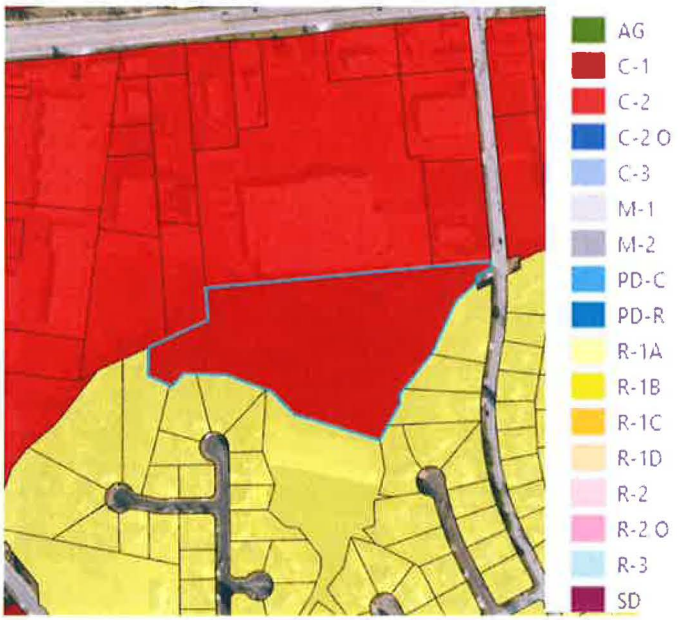
1. *The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.*
2. *The comparative size, floor area and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding properties and neighborhood.*
3. *The frequency 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 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.*
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 runoff and heat generation."*

Given the above criteria, staff has the following comments:

1. The proposed use is within a commercial district, C-2 General Commercial. The use is somewhat compatible with the surrounding neighborhood as it is situated between the single-family homes to the south and the commercial businesses to the north.
2. The proposed building is two stories tall and 17,000 sq. ft., shorter and smaller than the adjacent JCPenny building. The tree cover behind the apartments screens the building from the single-family homes on the other side of the creek. Therefore, the size and mass of the building does not severely impact the appearance of the neighborhood.
3. The frequency and duration of the proposed use may be more intensive compared to surrounding properties as people will be living onsite, residential uses do not close, whereas businesses do.
4. Staff believe the proposed use will generate additional traffic within the surrounding commercial development as the property can only be accessed from the rear of JCPenny or Goodwill.
5. The added noise level created by the proposed use is not believed to be more intensive compared to surrounding commercial properties. The applicant has indicated they will enforce stringent noise rules for future residents.
6. There is no reason to believe the proposed use will place stress on public services in the area and the police and fire protection can accommodate the use.
7. The applicant has indicated they plan on only clearing the trees required to construct the apartment building and associated parking lot. A tree buffer will screen the apartment building from the existing single-family homes to the south.
8. The applicant has indicated wall pack lights will be used to illuminate the parking lot. In addition, lighting will be installed on the exterior of the apartment building.
9. As mentioned, some of the existing trees shall be removed to accommodate the apartment building, but most of the tree cover will remain to provide a buffer to the adjacent single-family homes. The applicant has indicated grass will be planted directly around the building.
10. Part of the new building and parking lot are within the 100-year floodplain adjacent to the nearby creek. The building's base elevation must be raised above the base flood elevation to be built within the floodplain. In addition, the additional hard surface area directly adjacent to the floodplain may increase flooding downstream. The applicant has indicated all hard-surfaced areas will be designed by an engineer, and they plan on providing all required storm water retention.

Recommendation:
Staff recommend approval of the Special Use Permit to construct a multi-family dwelling located at Lot B9 of the Eisenberg's Addition Subdivision with the following condition.

1. The applicant shall pay for, install, and maintain a street sign identifying the access drive to the proposed multi-family building.





26-1011

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: _____

Lot: B-9 Subdivision: Washington Square PID# 10-7-26.0-0-006-026.000

Applicant Name: Washington Charitable Foundation Phone: 314-808-1225

Address of Applicant: 500 Braeburn Ct, Washington, MO 63090

Owner: Washington Charitable Foundation Phone: 314-808-1225

Owner's Address: 500 Braeburn Ct, Washington, MO 63090

Current Zoning: C-2 Proposed Zoning: C-2

It is proposed that the property be put to the following use: Multi-Family Dwelling

Lot Size: Frontage 985.05' (feet) Depth 565' (feet) Number of Stories 2

Number of Units: 1 Number of Off-Street Parking Spaces: 23

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)

_____ 7/8/26

Signature of Applicant Date

Gregory Hoberock

Applicant Name Printed

SPECIAL USE PERMIT EVALUATION CRITERIA

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

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

   We will only clear trees as needed for construction and leave the remainder as a buffer.
   Exterior of building will be vinyl siding and masonry. Roof will be shingles.

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.

   New multi-family building is aprox. 17,000 sq ft and 2 stories tall. Smaller and shorter than JC Penny building.

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 activities or special events. Residential use only.

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

   Existing streets were designed to handle Walmart traffic which has relocated.

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

   We do not expect any unusual noise to be created by residential use of the property. Strict noise rules will be enforced with residents.

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.

   We do not expect an increase in demands.

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

We will only clear trees needed for construction in order to leave a visual barrier to current residential properties. The lot is currently being used by the homeless population as an encampment. This will no longer be tolerated.

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.

Wall pack lights will be used to illuminate the parking lot. We will provide lighting around all sides of the building to ensure residents feel safe. Lighting choices will be made that are mindful of minimizing disturbance of adjoining residential properties.

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.

The existing trees and creek between the proposed mulit-family building and existing single family homes will act as a natural buffer. Grass will be planted around the building as an area for children to play.

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.

Parking lot, sidewalks, and drive areas will be designed by a civil engineer. If needed, we will provide storm water retention.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A MULTI-FAMILY DWELLING LOCATED AT LOT B9, EISENBERG'S ADDITION SUBDIVISION, IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit for a Multi-Family Dwelling, Lot 9B, Eisenberg's Addition Subdivision, was submitted to the City; 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, October 19, 2026, 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 Special Use Permit with conditions 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 for a Multi-Family Dwelling at Lot B9, Eisenberg's Addition Subdivision, with the following condition:

1. The applicant shall pay for, install, and maintain a street sign to the City of Washington's standards identifying the private drive used to reach the multi-family dwelling.

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

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

Passed:_____

ATTEST:_____ _____

President of City Council

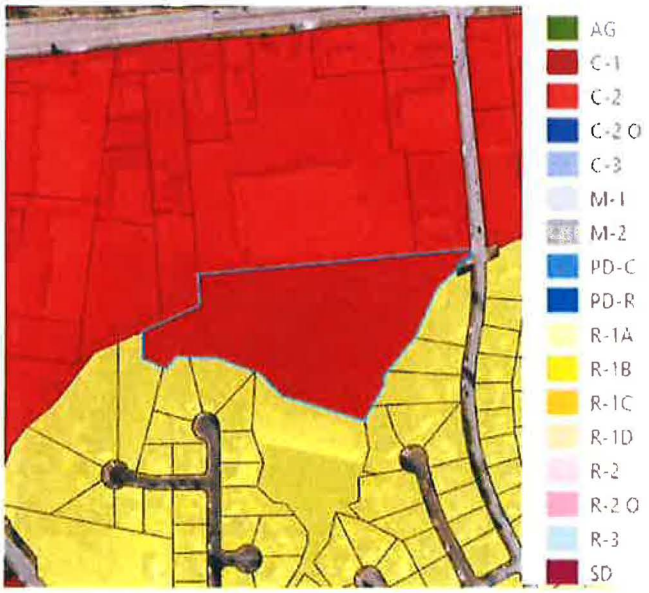
Approved:_____

ATTEST:_____ _____

Mayor of Washington, Missouri

Recommendation:
Staff recommend approval of the Special Use Permit to construct a multi-family dwelling located at Lot B9 of the Eisenberg's Addition Subdivision with the following condition.

1. The applicant shall pay for, install, and maintain a street sign identifying the access drive to the proposed multi-family building.





405 Jefferson Street, Washington, MO 63090 636-390-1010 | www.washmo.gov

October 12, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-1005-Special Use Permit-901 E. First Street-Drive-thru without a five car stack-Keely Duncan-Engineering Surveys & Services**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on October 12, 2026 the above mentioned Special Use Permit was tabled until next month.

Sincerely,

John A. Borgmann

John A. Borgmann
Chairman
Planning & Zoning Commission

3d

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 12, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-1007-Special Use Permit-8 West Second-Roadside Stand-Be Nice Jerky**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on October 12, 2026 the above mentioned Special Use Permit was approved with a unanimous vote in favor.

Sincerely,

John A. Borgmann
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 12, 2026

Re: File # 26-1007 – 8 W Second Street – Roadside Stand

Synopsis: The applicant is requesting approval of a Special Use Permit for a Roadside Stand at 8 W Second Street.

	Existing Land Use	Existing Zoning
North	Office / Parking Lot	C-3
South	Multi-Family Residential	C-3
East	Multi-Family Residential	C-3
West	Offices	C-3

Analysis:

The applicant has requested a Special Use Permit for 8 W Second Street. The applicant wishes to operate a roadside stand in the C-3 Central Commercial District. Section 400.100.D.2 states any food stand operated or maintained for longer than 10 days in any calendar year, requires a Special Use Permit. The permit was applied for under 8 W Second Street as this is the main address associated with the property, but the proposed roadside stand will face Jefferson Street.

The applicant is proposing to erect a 10 x 10 tent in an alleyway to serve product to the public. The tent itself will be located between 211 & 213 Jefferson Street. The applicant has indicated all food will be prepared off-site, and the tent is just for selling product. The tent is to be operated no later than 7pm. The tent must be inspected by the Building Department to obtain a Roadside Stand Permit.

According to Section 400.205, City Council can approve, after review from Planning and Zoning Commission Special Uses.

According to this Section," Special uses are those types of uses which tend to be problematic because they: (1) have a tendency to generate significant traffic volumes and/or turning movements; (2) have operational characteristics that may have a detrimental impact on adjacent or nearby properties; or (3) have other characteristics which may impact public health, safety, or welfare; but can be approved if such uses meet the criteria established herein. Special uses also include public and quasi-public uses affected with the public interest. In order to ensure that detrimental impacts are avoided or mitigated to a satisfactory level, special uses must be reviewed and may be approved in accordance with the provisions of this Article."

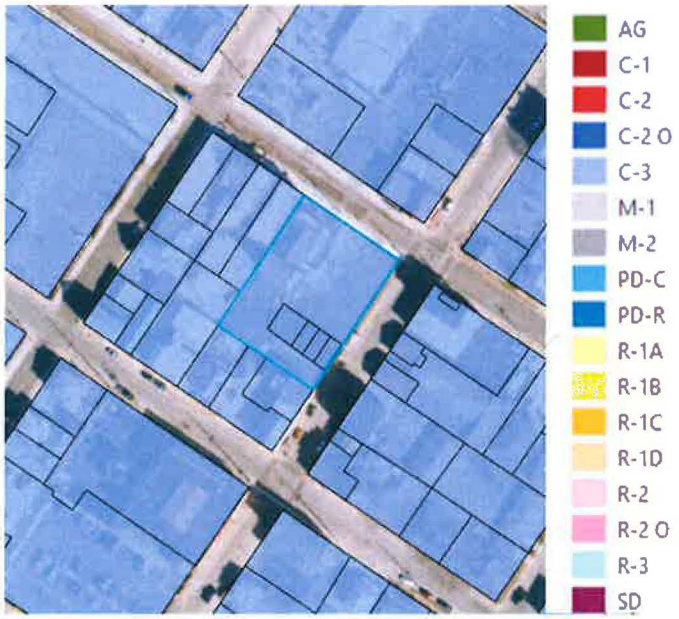
"In considering whether or not such application for a special use permit should be granted, it shall be the duty of the Commission and the Council to give consideration to the effect of the requested use on the health, safety, morals and general welfare of the residents of the area in the vicinity of the property in question and the residents of the City generally. In considering the special use, the Commission and the Council may consider, among other factors, the following:

1. *The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood.*
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.*
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 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.*
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 runoff and heat generation."*

Given the above criteria, staff has the following comments:

1. The proposed use is within a commercial district, C-3 Central Commercial. The use is compatible with the surrounding mixed-use neighborhood.
2. The roadside stand is a 10x10 EZ-up tent. Therefore, the size and mass of the proposal do not severely impact the appearance of the neighborhood.
3. The frequency and duration of the proposed use are not believed to be more intensive compared to surrounding properties and will have minimal impact on the surrounding area. The tent will be taken down when not in use.
4. Staff do not believe the proposed use will generate more traffic compared to the surrounding commercial properties.
5. The added noise level created by the proposed use is not believed to be more intensive compared to surrounding commercial properties.
6. There is no reason to believe the proposed use will place stress on public services in the area and the police and fire protection can accommodate the use.
7. With no new permanent structure, the general appearance of the neighborhood will not be adversely affected.
8. The applicant has indicated they only intend on providing external lighting for evening sales during the winter. This lighting is not believed to be more intensive compared to surrounding commercial properties or affect the neighborhood.
9. There is no additional landscaping proposed affecting the neighborhood.
10. With no new permanent structure there is not a significant impact in terms of noise, water runoff, and heat generation.

Recommendation:
Staff recommend approval of the Special Use Permit to operate a Roadside Stand located at 8 W Second Street.





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: 8 W 2nd Ave Washington, MO 63090

Lot: _____ Subdivision: _____ PID# _____

Applicant Name: Be Nice Jerky Phone: 614-400-3582

Address of Applicant: 5134 A Pickford Dr. Washington, MO 63090

Owner: Mitchell Sanders Phone: 614-400-3582

Owner's Address: 5134 A Pickford Dr. Washington, MO 63090

Current Zoning: None Proposed Zoning: Street Side Stand

It is proposed that the property be put to the following use: Selling of Beef Jerky

Lot Size: Frontage 10' (feet) Depth 10' (feet) Number of Stories 0

Number of Units: 0 Number of Off-Street Parking Spaces: 15

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)

Mitchell Sanders 09/24/26

Signature of Applicant Date

Mitchell Sanders

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.

   Its in an alleyway at the side of my commissary kitchen and will sit flush with the face of the adjacent building along the street and not impede on the sidewalk.

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.

   10' x 10' EZ-up tent

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

   None

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

   High capacity, have a public parking lot next door that can accommodate at least 15 cars and not including a street parking that is available as well

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

   Minimum, only noise will be people talking

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.

   There no additional hazards created with this proposal, since we are just selling finished product.

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

None

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.

Minimal,will only be selling after daylight during the winter but will not be later than 7pm.

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.

None, the EZ-up will be taking down after selling is compelted and will not be left up.

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.

None, will be using existing ally drive to set up EZ-up tent.

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A ROADSIDE STAND AT 8 WEST SECOND STREET IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, an application for a Special Use Permit for a Roadside Stand at 8 West Second Street, was submitted to the City; 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, October 19, 2026, 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 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 for a Roadside Stand at 8 West Second Street.

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

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

Passed:_____

ATTEST:_____ _____

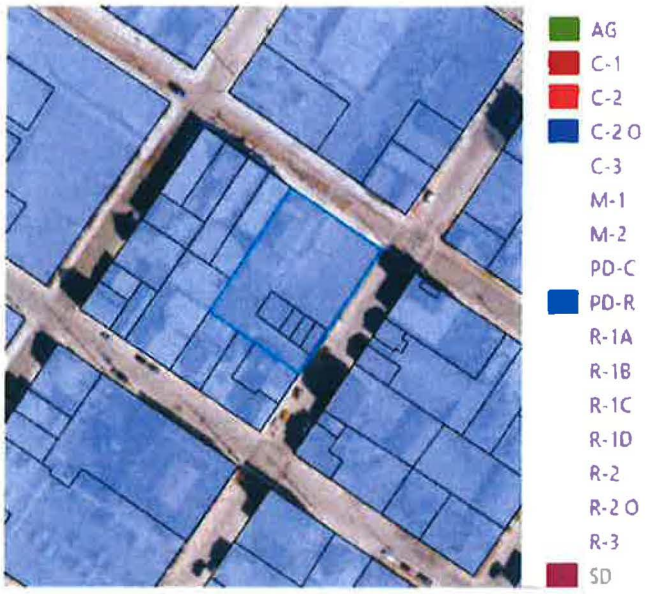
President of City Council

Approved:_____

ATTEST:_____ _____

Mayor of Washington, Missouri

Recommendation:
Staff recommend approval of the Special Use Permit to operate a Roadside Stand located at 8 W Second Street.





BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A FIVE (5) YEAR SALES CONTRACT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND AXON ENTERPRISE, INC. FOR THE PURCHASE OF TASER 10 WEAPONS AND TRAINING EQUIPMENT

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Five (5) Year Sales Contract by and between the City of Washington, Missouri and Axon Enterprise, Inc. for the purchase of Taser 10 Weapons and Training Equipment.

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

7a

EXHIBIT A

SALES CONTRACT

This Sales Contract, made and entered into this 19th day of October, 2026, by and between Axon Enterprise, Inc., Scottsdale, Arizona, hereinafter referred to as "Seller", and the City of Washington, MO., a municipal corporation hereinafter referred to as "City".

WITNESSETH: Whereas, Seller was the best bid received for furnishing a five (5) year contract for a Washington Police Department TASER program with options as stated in the bid.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Seller agrees to provide to the City a five (5) year contract for a TASER 10 Conducted Energy Weapon Program and options in the manner set forth in the contract documents, for payment in the total sum of one hundred fifteen thousand, four hundred twenty-eight dollars and 60 cents. ($115,428.60 or $23,085.72 payable per year).
2. The contract documents shall consist of the following:
   A. This Contract
   B. Signed copy of Ordinance
   C. General Specification and Bid

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

   These documents are as fully a part of the contract as if attached hereto or repeated herein.
3. This agreement shall be construed or determined according to the laws of the State of MO.

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

SELLER:

BY: _____
Company Representative

CITY:

BY: _____
Mayor - Washington, MO.

ATTEST: _____
City Clerk

Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-947403-001

Acct: 305591

Issued	**Oct 9, 2026**
Expires	**Oct 30, 2026**
Payment Terms	**N30**
Mode of Delivery	**AUTO-GND**

Washington Police Dept.- MO

Currency: USD

CUSTOMER DETAILS

SHIP TO
Washington Police Dept.- MO
301 Jefferson St
Washington, MO
63090-2633
USA

BILL TO
Washington Police Dept.- MO
301 Jefferson St
Washington, MO
63090-2633
USA

SALES REPRESENTATIVE
Kevin Pirehpour
Email: kpirehpour@axon.com

PRIMARY CONTACT
Joe Renkemeyer
Phone: (636) 231-4074
Email: jrenkemeyer@washmo.gov

QUOTE SUMMARY

Program Length	**60 Months**
Contract Start	**Dec 1, 2026**
Contract End	**Nov 30, 2031**
TOTAL CONTRACT	
Net Total	**$115,428.60**
Est. Tax	**$0.00**
Total Contract Value	**$115,428.60**

DISCOUNT SUMMARY

MSRP	**$162,115.17**
Net Price	**$115,428.60**
Total Savings	**$46,686.57**

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Nov 1, 2026	$23,085.72	$0.00	**$23,085.72**
Nov 1, 2027	$23,085.72	$0.00	**$23,085.72**
Nov 1, 2028	$23,085.72	$0.00	**$23,085.72**
Nov 1, 2029	$23,085.72	$0.00	**$23,085.72**
Nov 1, 2030	$23,085.72	$0.00	**$23,085.72**
Total	**$115,428.60**	**$0.00**	**$115,428.60**

Tax estimates are approximate and subject to change at time of invoicing.

7a

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
CEW									
C00032	TASER 10 Certification Standard Plan	14	60 (12/2026)	$124.13	$90.99	$90.99	$76,431.60	$0.00	$76,431.60
C00029	Bundle - TASER 10 Certification Standard Add-on	15	60 (12/2026)	$58.30	$43.33	$43.33	$38,997.00	$0.00	$38,997.00
100617	Axon TASER 10 - Holster - Blackhawk - LH	13	—	—	$86.00	$0.00	$0.00	$0.00	$0.00
100616	Axon TASER 10 - Holster - Blackhawk - RH	2	—	—	$88.58	$0.00	$0.00	$0.00	$0.00
100735	Axon TASER - Holster - Blackhawk S.T.R.I.K.E. Platform Amb	29	—	—	$19.78	$0.00	$0.00	$0.00	$0.00
						CEW Total	$115,428.60	$0.00	$115,428.60
VIRTUAL REALITY									
102605	VR Instructor Certification + Implementation (Inside Sales)	1	—	—	$3,500.00	$0.00	$0.00	$0.00	$0.00
						Virtual Reality Total	$0.00	$0.00	$0.00
							SUBTOTAL	EST. TAX	TOTAL
	Total						$115,428.60	$0.00	$115,428.60

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Nov 1, 2026

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	1
70033	Axon Body - Dock Wall Mount - Bracket Assembly	1
20018	Axon TASER - Battery Pack - Tactical	16
100591	Axon TASER - Cleaning Kit	1
74200	Axon TASER - Dock - Six-Bay Plus Core	1
100735	Axon TASER - Holster - Blackhawk S.T.R.I.K.E. Platform Amb	29
80087	Axon TASER - Target - Conductive Professional Ruggedized	1
80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1
100400	Axon TASER 10 - Cartridge - Halt	210
100401	Axon TASER 10 - Cartridge - Inert	150
100399	Axon TASER 10 - Cartridge - Live	440
102186	Axon TASER 10 - Command Box	2
100390	Axon TASER 10 - Handle - Yellow Class 3R	14
100617	Axon TASER 10 - Holster - Blackhawk - LH	27
100616	Axon TASER 10 - Holster - Blackhawk - RH	2
100394	Axon TASER 10 - Magazine - Halt Training Blue	4
100396	Axon TASER 10 - Magazine - Inert Red	14
101755	Axon TASER 10 - Magazine - Live Duty Black	14
101757	Axon TASER 10 - Magazine - Live Training Purple	14
101456	Axon TASER 10 - Replacement Interposer Bucket	1
101455	Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1
100748	Axon VR - Controller - TASER 10	2
100122	Axon VR - Headset - Battery	1
101751	Axon VR - Headset - HTC Focus Vision	2
101125	Axon VR - Holster - TASER 10 Blackhawk Gray - LH	1
101124	Axon VR - Holster - TASER 10 Blackhawk Gray - RH	1
101122	Axon VR - Holster - TASER 10 Safariland Gray - RH	1
100126	Axon VR - Tactical Bag	2
100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1
SOFTWARE		**QTY**
V00024	VR TASER Skills Plan	14
SERVICES		**QTY**
100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	29
102605	VR Instructor Certification + Implementation (Inside Sales)	1
WARRANTIES		**QTY**
80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	16

80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1
100704	Axon TASER 10 - Ext Warranty - Handle	14
100197	Axon VR - Ext Warranty - Headset	2
101007	Axon VR - Ext Warranty - TASER Controller	2

ESTIMATED SHIPPING DATE: Dec 1, 2026

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

SOFTWARE		QTY
101180	Axon TASER - Data Science Program	29
20248	Axon TASER - Evidence.Com License	30
101703	Axon VR - User Access - TASER Skills	29
SERVICES		**QTY**
101193	Axon TASER - On Demand Certification	29

ESTIMATED SHIPPING DATE: Nov 1, 2027

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
100400	Axon TASER 10 - Cartridge - Halt	150

ESTIMATED SHIPPING DATE: Nov 1, 2028

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
100400	Axon TASER 10 - Cartridge - Halt	140

ESTIMATED SHIPPING DATE: May 1, 2029

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
20373	Axon VR - TAP Refresh 1 - Headset	2
101012	Axon VR - TAP Refresh 1 - TASER Controller	2

ESTIMATED SHIPPING DATE: Nov 1, 2029

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
100400	Axon TASER 10 - Cartridge - Halt	150

ESTIMATED SHIPPING DATE: Nov 1, 2030

Shipping Location: **301 Jefferson St, Washington, MO, 63090-2633, USA**

HARDWARE		QTY
100400	Axon TASER 10 - Cartridge - Halt	140

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature
10/9/2026

Date Signed

POLICE
CITY OF WASHINGTON

Washington Police Department
Chief Jim Armstrong DSN 256

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

DATE: October 12, 2026

RE: Approval of Contract with Axon Enterprise, Inc.

Honorable Mayor and City Council Members,

I am writing to respectfully request your approval to enter into a contract agreement with Axon Enterprise, Inc. to upgrade our department's conducted energy weapons and training capabilities.

TASERs serve as a vital non-lethal use-of-force tool for our officers. Our department currently maintains sixteen X2 model TASERs, but only two remain within the manufacturer's recommended five-year lifespan. The remaining fourteen units are well beyond their life expectancy, with some in service for over ten years.

This proposed agreement will transition our department to the new TASER 10 platform while providing comprehensive training and support. Specifically, the contract includes:

- **Equipment & Gear:** TASER 10 energy weapons, holsters, and necessary accessories.
- **Immersive Training:** Virtual Reality (VR) simulator training to expose officers to complex, real-world scenarios in a safe environment.
- **Comprehensive Maintenance:** Training and duty cartridges, system licensing/integration, onboarding, and continuous technical support.

The five-year contract totals **$115,428**, payable in annual installments of **$23,085**. This expenditure is fully budgeted, and implementation will commence as soon as possible upon council approval.

The Axon proposal and proposed ordinance are attached for your review. Thank you for your time, consideration, and ongoing support of the police department.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police

7a

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF AN ESTIMATE BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND ZIGLIN SIGNS FOR THE PURCHASE OF DOWNTWON PUBLIC PARKING LOT SIGNS AND AMEND THE 2026-2027 BUDGET

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Estimate by and between the City of Washington, Missouri and Ziglin Signs for the purchase of Downtown Public Parking Lot Signs. A copy of said estimate is attached and marked as Exhibit I.

SECTION 2: This ordinance shall amend the 2026-2027 Budget as follows: Add increase of $11,000.00 for Downtown TIF (272-60-000-541105 Public/Parking Lot Improvements).

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

Ziglin Signs
540 Vossbrink Drive
Washington, MO 63090
Ph: (636) 390-8455
FAX: (636) 390-8456
Web: http://www.ziglinsigns.com

Estimate #: 47062

Created Date:	7/7/2026 9:44:21AM	**Prepared For:**	City of Washington
Salesperson:	Ben Ziglin	**Contact:**	Charles Stankovic, City engineer
Email:	sales@ziglinsigns.com	**Office Phone:**	(636) 390-1014
Direct Phone:	(636) 323-5055	**Office Fax:**	(636) 239-8945
Office Phone:	(636) 390-8455	**Email:**	cstankovic@washmo.gov
		Address:	405 Jefferson St. Washington, MO 63090

Description: New Public Parking signs for downtown. Wanting these signs to be similar to the Washington wayfinding signs as well as have the feel of examples in the design notes.

Dear Charles Stankovic,

We appreciate the opportunity to provide this estimate to you. We hope this meets your approval and look forward to serving you in the future.

Thank you!
Ben Ziglin

Layout Drawing will be provided after approval of estimate. Signed proof will be required before production begins. Production time is based on date of approval. A 50% deposit, along with your signed Estimate is required to begin this project. Remainder of payment is due upon completion of order.

All estimates are valid for 30 days from estimate date. Estimated cost is contingent on site survey compared to actual scope of work.
Due to market volatilities, Ziglin Signs cannot be held accountable for material cost and availability that is beyond our control. Material prices are recalculated on a weekly basis.
Ziglin Signs reserves the right to cancel an order due to availability or cost increase. Ziglin Signs will do everything possible to honor estimated price, but pricing is subject to change based on availability and market cost.

Production time will be approximately 6-8 weeks after approval of permit and drawings.

Due to the nature of the outside work and the materials that are used in the sign industry, weather conditions, materials, access to job site and other trades can result in delays with installation. We will make it our top priority to install your project in the timeliest manner we can, but access, inclement weather and material delays could create scheduling conflicts, which could result in a delay of your project. Cancellation/ Postponed fee of $1000.00 for date certain installs canceled or rescheduled less than 48 hours in advance.

		Quantity	Unit Price	Subtotal
1	**Product:** Rigid Sign Print	15	$707.17	$10,607.55
	Description: Public Parking Signs 48" x 30" with added P for lot locations around town. We will donate the main signs since we just did similar location that was canceled. Cost includes Signs, post , finial, and decorative base, Set up for direct bury or plate mount with anchors. Does not include instillaiton . If you need us to install we will price that sepratly.			
	• **15- 14 in x 14 in Single Sided** Print(s) made from **ACM-Composite 3mm, Blk 48 x 96** stock material			

Ziglin Signs
540 Vossbrink Drive
Washington, MO 63090
Ph: (636) 390-8455
FAX: (636) 390-8456
Web: http://www.ziglinsigns.com

Estimate #: 47062

Notes

THIS CONTRACT INCLUDES A 3 YEAR PARTS AND LABOR WARRANTY ON OUR LED LIGHTING COMPONENTS(if used in order), EXCLUSIVE OF DAMAGES CAUSED BY VANDALISM, ELECTRICAL SURGES OR ACTS OF GOD. LED Lighting System must have adequate electrical circuit provided and must only be serviced by Ziglin Signs.

If sign permits are required Ziglin Signs will secure and will bill accordingly; permit fee at cost and per hour acquisition time.
Electrical Permit is based on actual cost and time to acquire. Electrical power based on 120 volt, if required, shall be furnished to within 6' of sign location by customer, with designated circuit. Any additional electrical work to be done to complete job shall be customer's responsibility and customer will reimburse Ziglin Signs for time and materials supplied for that purpose. Customer to notify if electric is other then 120 volt prior to production.
Access- Estimate based on good access to sign location. If good access is not available cost will be added to scope of work.
Excavation-Customer shall be responsible for site preparation, allowing sufficient and easy access to the installation site(s) for Ziglin Signs installers and equipment. In the event that there is poor soil conditions such as rock or other obstructions are encountered or difficult access, there will be additional charges of additional labor and equipment needed to complete work. Ziglin Signs cannot be held responsible for damages to asphalt, concrete or grassy areas caused by any vehicles during installation.
Cancellation fee $1000.00 for date certain installs canceled less than 48 hours in advance
Risk or loss for all signage shall shift to customer upon delivery of signage to site(s). Therefore, customer shall maintain sufficient insurance, including, but not limited to, fire, windstorm, liability, and casualty, on the signage once it arrives at customer location. Ziglin Signs will insure that its workers are covered by workers compensation coverage.
Unless otherwise directed by customer, if this contract includes installation, it is a construction contract which is an agreement between this Contractor and the Owner/Customer, hereafter referred to as Customer, to alter, improve, repair, replace, or erect real property. It is expressly agreed that title to and ownership of the fixtures included in a construction contract pass to the Customer upon permanent and complete installation of the fixtures to real estate. Construction contracts will include a surcharge (S/C) to cover the non-itemized expenses incurred in the fulfillment of this construction contract.
If this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the fixtures pass upon delivery, prior to installation. All taxable sales of tangible personal property will have the appropriate sales tax (S/T) charged on the invoice.
If for any reason this contract is not paid in full within 90 days of completion of installation, it is agreed that in addition to collecting all balances due, the contractor shall have the right to remove the installed fixtures without written permission from or prior notice to the Purchaser/Owner and thereafter the fixtures shall become the personal property of Contractor and Contractor shall not be responsible for any damage to Purchaser/Owners property caused by such removal. It is expressly agreed that the Purchaser/Owner hereby authorizes the removal without further written permission or notice to the Purchaser/Owner. Contractor will only reinstall the fixtures after all past due balances and reinstallation charges are paid in full
The tax amount shown on this invoice has been calculated per a tax code as determined by the type of sale and location of the job being completed; the first and second paragraphs of this document control as to whether a sales tax or a surcharge is calculated while the location of the job determines the rate. Regardless of the rate and type calculated, due to program limitations all of these amounts are listed on the invoice as a single tax amount with varying rates. All of the appropriate sales and or use taxes are being remitted to the various states and counties by Ziglin Signs per the tax code assigned.
As a condition of this contract, you agree that should Ziglin Signs place this contract in the hands of an attorney and/or collection agency for the collection of any sums due hereinunder from you to Ziglin Signs, you shall pay the costs of said collection expenses, including all attorney fees/agency fees and costs of any legal or other action. Any payment due for work completed and not paid in full within terms, shall accrue interest at the rate of 1.5% per month.

NOTICE TO OWNER
FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN OF THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Subtotal:	$10,607.55
Total:	$10,607.55
Deposit Required:	$5,303.78

Payment Terms: Net 30; Balance due in 30 days. Remit to: Ziglin Signs, 540 Vossbrink Drive, Washington, MO 63090
Credit Card Payments over $1,000 add 3% Convenience Fee. Please ask about our free ACH Payment options.

Client Reply Request

☐ **Estimate Accepted "As Is". Please proceed with Order.** ☐ **Other:** _____

☐ **Changes required, please contact me.** **SIGN:** _____ **Date:** / /

Print Date: 10/5/2026 6:29:41PM
\\ziggy2\cyrious$\Control\Reports\ZiglinStandardEstimate01.rpt

7b

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 09, 2026

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

RE: Downtown Public Parking Lot signs

Dear Mayor and City Council Members:

Find attached for your review an ordinance to purchase 5 downtown public parking lot signs. Traffic Committee and Downtown Washington have been working together to create a way for residents and visitors to better understand and utilize the existing public parking. It was discovered many people are not aware of all the public parking lots in the downtown area. As a result, the committee created a new map to highlight the public parking lots the City owns or leases.

It was also decided to purchase new larger signs to place at the parking lots to better identify the parking and make it more visible. The lots will be named as well to help identify on the map. These signs will be decorative and look similar to the wayfinding signs currently in the downtown area.

This purchase will require a budget amendment to the 2026-27 Downtown TIF Budget of $11,000.

If you have any questions feel free to reach out.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

City of Washington

ZIGLIN SIGNS

SPECIFICATIONS

- Qty. 15
- Single sided parking signs
- 1/4" ACM
- Digitally printed
- Gloss laminated
- Circle "P" to be added as top layer
- 1/4" holes drilled for mounting
- Mounted to decorative poles with fasteners

Proposed fasteners to poles









Sign Color Specs:

- PMS 291C
- PMS 3590C (CMYK 100/89/32/21)
- White

636.390.8455
www.ziglinsigns.com

540 Vossbrink Dr.
Washington, MO 63090

Customer:	City of Washington
Job/Est.#:	47062
Contact:	Charles Stankovic
Salesperson:	Ben Ziglin
Project:	Public Parking Signs
Drawn By:	SMS
Date:	07-14-2026

Revisions

Rev 1:
Rev 2:
Rev 3:
Rev 4:

Signature/Date Approval

Signed approval of all drawings is required before production begins. This drawing and all reproductions thereof are the property of Ziglin Signs and may not be reproduced, published, changed, or used in any way without written consent from Ziglin Signs.

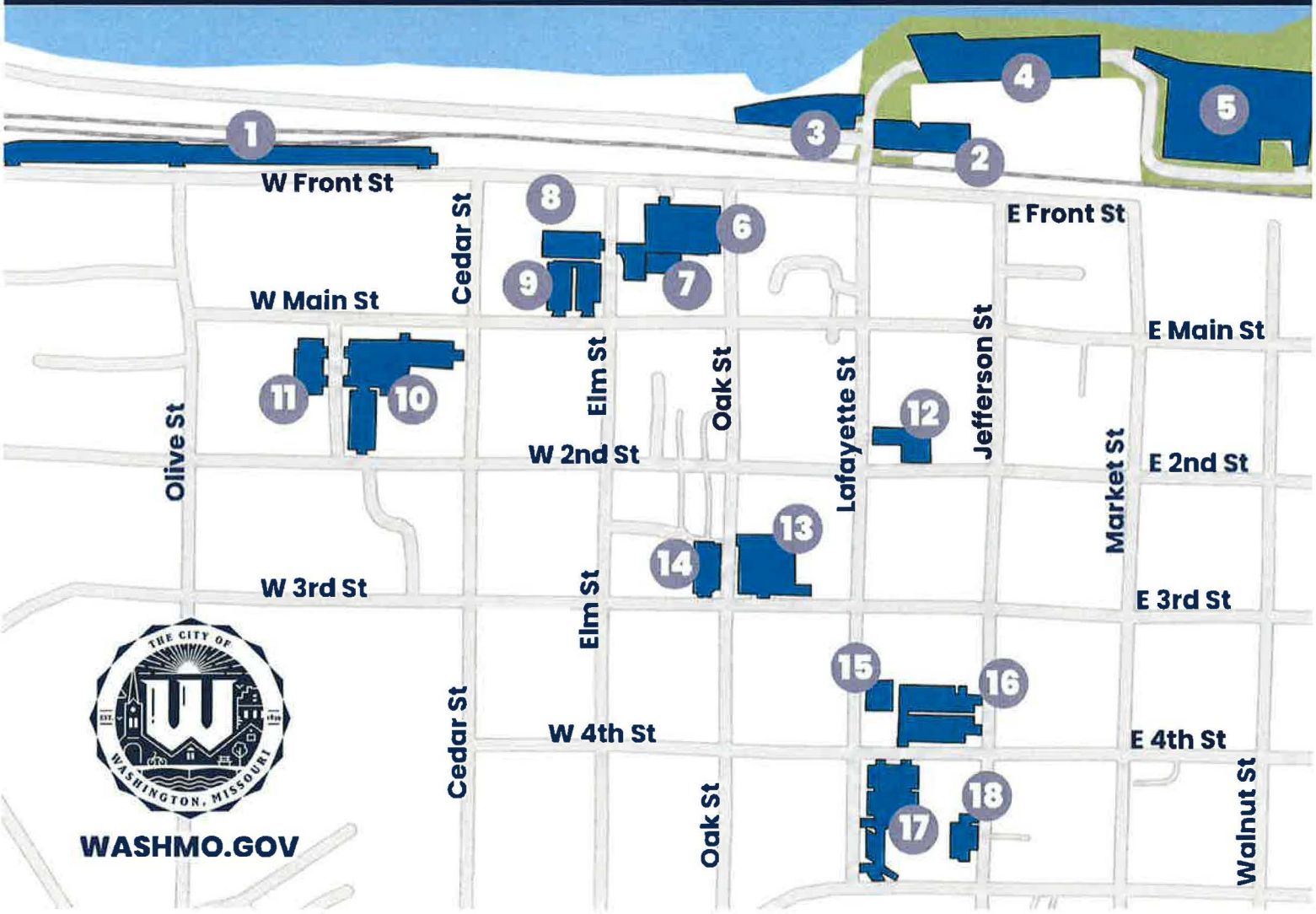
Disclaimers

NOTE: All dimensions shown are nominal and may vary on the finished product due to fabrication tolerances.
NOTE: Artwork proofs are best viewed using Adobe Acrobat. Other apps may produce unexpected color variations. Every attempt is made to match colors to specified branding and/or the PMS standardized color system, however no color matching scheme can guarantee an exact match due to environmental, printer, and online variables.
NOTE: Field verification survey required to determine actual sizes, conditions, materials, etc. before permitting, manufacturing and installation of new signs.

MSSA TRI-STATE

P

DOWNTOWN PUBLIC PARKING



1 Front and Olive
2 Riverfront - Upper
3 Riverfront - West
4 Riverfront - Lower
5 Riverfront - East
6 Front and Oak
7 Front and Oak - South
8 Landing
9 Farmer's Market
10 Borgia
11 Borgia - West
12 Lafayette Plaza
13 Oak and Third
14 Bank of Washington
15 Lafayette St
16 Safety Building
17 Library
18 City Hall

7b

WASHMO.GOV

BILL NO._____ INTRODUCED BY_____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SCS ENGINEERS FOR THE SEMI-ANNUAL GROUNDWATER MONITORING PROGRAM AT THE STRUCKHOFF SANITARY LANDFILL

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal for Professional Engineering Services by and between the City of Washington, Missouri and SCS Engineers for the Semi-Annual Groundwater Monitoring Program at the Struckhoff Sanitary Landfill. A copy of the proposal is attached and is marked as Exhibit A.

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

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

Passed:_____

ATTEST:_____ _____

President of City Council

Approved:_____

ATTEST:_____ _____

Mayor of Washington, Missouri

7c

SCS ENGINEERS

1992 Innerbelt Business Center Drive
Overland, MO 63114
(314) 377-3170
File No. OP270433.26

October 2, 2026

Andrea Lueken
Assistant City Engineer
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services
Fiscal Year 2027 Semiannual Groundwater Monitoring and Reporting
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken:

SCS Engineers (SCS) appreciates the opportunity to provide this proposal to the City of Washington, Missouri (City) to perform semiannual groundwater monitoring and reporting services at the City of Washington Struckhoff Sanitary Landfill (Landfill) located in Washington, Missouri.

Scope of Services

The Landfill is required to conduct semiannual groundwater monitoring and reporting events by the Missouri Department of Natural Resources (MDNR) as part of their landfill permit. This scope covers the November 2026 and May 2027 sampling events. SCS will complete the field activities associated with the semiannual monitoring and sampling of the eight groundwater monitoring wells and collection of water levels at six piezometers at the Landfill in accordance with the approved sampling and analysis plan.

The following groundwater monitoring wells and piezometers are currently part of the routine monitoring program at the Landfill:

Table 1. Piezometers

Site ID	Water Level Measured?	Sample Collected?
GMW-3	Yes	No
P-1	Yes	No
P-3	Yes	No
P-5	Yes	No
P-7	Yes	No
P-9	Yes	No

Table 2. Monitoring Wells

MDNR ID	Site ID	Water Level Measured?	Sample Collected?
1605	GMW-1B	Yes	Yes
1603	GMW-2B	Yes	Yes
1606	GMW-4B	Yes	Yes
A184412	GMW-4C	Yes	Yes
1601	GMW-5	Yes	Yes
1602	GMW-6	Yes	Yes
1607	P-6	Yes	Yes
1604	P-10	Yes	Yes

Prior to the initiation of the groundwater sampling activities, the static groundwater levels in each monitoring well and piezometer will be recorded using an electronic water level probe. Field activities will be documented on field data sheets in accordance with the approved sampling and analysis plan.

SCS will purge and sample the eight groundwater monitoring wells at the Landfill using the dedicated bladder pumps located in each of the groundwater monitoring wells. Field measurements of pH, specific conductance, temperature, dissolved oxygen, and turbidity will be collected using a multi-parameter water quality meter and recorded on the field data sheets. The groundwater samples will be collected using low-flow sampling procedures.

SCS anticipates the groundwater monitoring event can be completed during a one-day sampling event. SCS will collect samples from each monitoring well for analysis of the Missouri Appendix I parameters, as listed in the approved sampling and analysis plan. A duplicate sample will be collected from one monitoring well at random during each semiannual groundwater monitoring event. The groundwater samples and duplicate samples collected during each monitoring event will be packed on ice and delivered to a certified environmental laboratory in accordance with standard chain-of-custody procedures.

The groundwater monitoring data will be evaluated in accordance with applicable guidelines established by the United States Environmental Protection Agency (USEPA) and the approved sampling and analysis plan. SCS will utilize the September 2026 background groundwater data for statistical analysis. A report will be prepared summarizing the groundwater analytical data and field activities for the monitoring event. The report will include data validation and statistical analysis of the laboratory data using statistical analysis software and the updated background groundwater data, the preparation of a potentiometric surface map including the groundwater flow direction, and the summary and conclusions associated with the groundwater monitoring event. The groundwater monitoring report will be submitted to MDNR on behalf of the City.

This scope of services assumes the following:

- The City will provide and maintain clear access to the groundwater monitoring well and piezometer locations for SCS to complete sampling at the Landfill during a one-day sampling event.
- SCS will retain a certified environmental laboratory to complete the required environmental sample analytical services. Pace Analytical has been used in recent years and we intend to continue to use this laboratory for continuity.
- The groundwater sampling and analysis costs include one duplicate sample and one trip blank per sampling event.
- Verification resampling is not included.

Estimated Project Fee

SCS will complete the scope of work described on a time and materials basis for the estimated fee of $27,900.

Responsibility of The City of Washington

It is our understanding that the City will provide SCS with all available information pertinent to the assignment including, but not limited to, previous designs, reports, and data including the most recent electronic data files of historical groundwater information at the Landfill. SCS shall rely on information made available by the City as accurate without independent verification.

Acceptance of Work

SCS has attached Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

TC

SCS appreciates the opportunity to be of continued service to the City of Washington. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Renee Trenshaw at 913-749-0707, Lindsay James at 913-213-1452, or Floyd Cotter at 913-749-0726 with questions or comments. Thank you for your consideration.

Sincerely,

Renee Trenshaw
Project Manager
SCS Engineers
913-749-0707
rtrenshaw@scsengineers.com

Lindsay James
Project Director
SCS Engineers
913-213-1452
ljames@scsengineers.com

Attachments:

Fee Schedule
Terms and Conditions

7c

FEE SCHEDULE

7c

SCS ENGINEERS

2026 STANDARD FEE SCHEDULE

Labor Category	Rate (per hour)
Administrative Assistant	$85
Technician I	$95
Technician II	$100
Senior Technician	$110
Project Administrator	$110
Designer/Graphics	$125
Technical Associate	$120
Associate Professional	$130
Staff Professional I	$140
Staff Professional II	$145
Project Professional I	$155
Project Professional II	$165
Senior Project Professional	$180
Project Manager	$195
Senior Project Manager	$230
Project Advisor	$225
Project Director	$245
Senior Project Director	$270
Senior Project Advisor	$280
Principal	$295

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2026. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.

Support Services

Standard Design Software Packages (GIS, CAD)	$10.00 per hour, $2,500 per project
Specialty Software Packages (Geochemical, Stability)	$2,500 to $7,500
Large Drawing Plots	$25.00 each

Support Vehicles

Support Vehicle	$0.75 per mile
SCS Support Vehicle	$65 per day plus $0.75 per mile
SCS Support Truck with Trailer	$85 per day plus $0.90 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	$60 per day
Half-Day Meal Allowance (breakfast + lunch)	$30 per day
Half-Day Meal Allowance (lunch + dinner)	$42 per day

Field Equipment

Track-mounted Dirct Push/Drilling Geoprobe®	$1,250 per day
Utility Terrain Vehicle (UTV)	$150 per day
GPS Equipment (handheld)	$25 per day
GPS (Trimble Survey System)	$60/day; $225/wk; $850/month
GPS (R10 System)	$250/day; $750/wk; $2,500/month
Tablet computers (field use)	$10 per day
Drone	$3,000 per day
Drone Processing	$500 each
Nuclear Density Gauge/E-Gauge	$125/day; $500/wk; $1,300/month
Water Level Indicator (≤300 foot)	$40 per day
Oil/Water Interface Probe	$75 per day
pH/Temperature/Conductivity Meter	$25 per day
Peristaltic Pump	$60 per day
Low-Flow Pump	$75 per day
QED Pump Controller	$220 per day
Flow-Thru Multi-Parameter Meter	$180 per day
Turbidimeter	$50 per day
Composite Sampler (ISCO)	$150 per day
Composite Sampler (Global Water)	$105 per day
Photoionization Detector (PID)	$110 per day
SEM Unit	$230 per day
Gas Meter (GEM, etc.)	$160/day; $500/week; $1,500/month
Generator	$100 per day
Electro fusion Machine	$135 per day
Misc. Tools/Equipment	$25 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2026 and are subject to revision.

TERMS AND CONDITIONS

SCS ENGINEERS

TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES**: SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.

2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.

3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client

4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.

5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

   To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE**: SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.

7. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

8. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.

9. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.

10. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.

11. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

12. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

13. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

14. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

15. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

16. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

17. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

18. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

19. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

20. **GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

21. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers	City of Washington
By_____	By_____
Signature	Signature
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title
_____	_____
Date of Signature	Date of Signature

"EXHIBIT A"
INSURANCE

Without limiting its liability hereunder, (Architect, Engineer or Land Surveyor) shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

(1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of $100,000 for each occurrence.

(2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

General Aggregate	*$4,000,000*
Each Occurrence	*$1,000,000*

(3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- $1 million each occurrence, $4 million aggregate.

(4) Architect's, Engineer's and Land Surveyor's Professional Liability Insurance. $1 million each occurrence, $4 million aggregate.

The Commercial General Liability and Architect's, Engineer's and Land Surveyor's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by (Architect, Engineer or Land Surveyor).

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	Date (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
SAMPLE	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
		☐					$
		☐				PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				GENERAL AGGREGATE	$
						PRODUCTS-COMP/OP AGG	
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		☐ ----------					
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN EA ACC	$
		☐				AUTO ONLY: AGG	$
A		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/ OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐WC STATUTORY LIMITS ☐OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE-EA EMPLOYEE	$
						E.L. DISEASE-POLICY LIMIT	$

SAMPLE FORM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: PROJECT #
CITY OF WASHINGTON, MISSOURI, IS ADDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY COVERAGE .

CERTIFICATE HOLDER	CANCELLATION

7C

SAMPLE ENDORSEMENT PAGE

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Washington 405 Jefferson Street Washington, MO 63090

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury', "property damage" or "personal and advertising injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

7c

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 8, 2026

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

RE: Semi-Annual Groundwater Monitoring Contract for the Washington Sanitary Landfill
November 2026 and May 2027

Dear Mayor and City Council Members:

Find enclosed for your consideration an ordinance that will allow the City to enter into a contract with SCS Engineers for Groundwater Monitoring Services. The contract will provide these services for November 2026 and May 2027.

The proposal is a time and material fee, with a maximum of $27,900.00 and is recommended for approval.

Respectfully submitted,

Andrea F. Lueken

Andrea F. Lueken, P.E.
Assistant City Engineer

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BILL NO._____ INTRODUCED BY_____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE ACCEPTANCE OF A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND SCS ENGINEERS FOR TIER 2 NMOC TESTING AND REPORTING AT THE STRUCKHOFF SANITARY LANDFILL

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

SECTION 1: The Mayor is hereby authorized and directed to accept the Proposal for Professional Engineering Services by and between the City of Washington, Missouri and SCS Engineers for the Tier 2 NMOC Testing and Reporting at the Struckhoff Sanitary Landfill. A copy of the proposal is attached and is marked as Exhibit A.

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

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

Passed:_____

ATTEST:_____ _____

President of City Council

Approved:_____

ATTEST:_____ _____

Mayor of Washington, Missouri

7d

Exhibit A

SCS ENGINEERS

1992 Innerbelt Business Center Drive
Overland, MO 63114
(314) 377-3170
File No. OP270433.26

October 2, 2026

Andrea Lueken
Assistant City Engineer
City of Washington
405 Jefferson Street
Washington, Missouri 63090

Subject: Proposal for Professional Engineering Services
Fiscal Year 2027 Tier 2 NMOC Testing and Reporting
City of Washington Struckhoff Sanitary Landfill – Washington, Missouri
Missouri Solid Waste Permit No. 0107116

Dear Ms. Lueken:

SCS Engineers (SCS) is pleased to present this proposal to provide assistance to the City of Washington (City) for Tier 2 testing and reporting services at the Struckhoff Sanitary Landfill (Struckhoff Landfill). Struckhoff Landfill is an active municipal solid waste (MSW) landfill located in Franklin County, Missouri; therefore, the landfill is subject to 10 CSR 10.5-490, Air Quality Standards and Air Pollution Control Rules Specific to the St. Louis Metropolitan Area – Municipal Solid Waste Landfills (Rule). The Rule requires landfills with a design capacity greater than 1 million megagrams (Mg) or 1 million cubic meters to calculate the nonmethane organic compound (NMOC) emission rate for the landfill for comparison to the 25 Mg/year threshold for an active gas collection and control system.

In February 2022, Tier 2 NMOC testing was performed at Struckhoff Landfill, and the results were used to calculate the NMOC mass emission rate from the landfill. The results of testing indicated an NMOC concentration below 25 Mg/yr. In accordance with the Rule, Tier 2 testing is required every five years to update the mass emission rate. Therefore, subsequent Tier 2 testing must be completed prior to February 8, 2027.

Based on discussions with the City and our knowledge of the site, the following scope of services is proposed to update the site-specific NMOC emission rate for the Struckhoff Landfill.

Scope of Services

SCS will provide Tier 2 sampling, sample analysis, and reporting for the Struckhoff Landfill. Testing will consist of gathering gas samples from Geoprobe® boring locations on the landfill. The samples will be collected according to EPA methods, as appropriate, and shipped to a third-party laboratory for analyses. Analytical results will be submitted to SCS for review and subsequent use in determining the site-specific NMOC emission rate for the landfill. A summary report of the field sampling procedures, analytical results,

emission calculations, and conclusions will be prepared for submittal to the Missouri Department of Natural Resources (MDNR).

WORK PLAN

SCS will prepare a work plan describing the sampling, testing, and reporting procedures for submittal to MDNR. A draft of the work plan will be provided to the City for review prior to submittal to MDNR. SCS will interface as needed with MDNR and provide rapid turnaround to address MDNR comments and requests. Costs provided herein assume that no more than 2 hours will be required to respond to MDNR requests.

COLLECTION OF SAMPLES

The Struckhoff Landfill developed footprint is approximately 23.7 acres (9.6 hectares) of waste-in-place for 2 years or more. In accordance with the rule, a minimum of 2 sample probes per hectare of landfill surface with waste in place for more than two years is required, up to a maximum of 50 sample probes. Therefore, a total of 20 sample probes will be required for Struckhoff Landfill. The 23.7 acres will be sampled via installation of surface probes using a direct push rig. The sample probe locations will be pre-determined; however, SCS requires the flexibility to move the locations based on:

- Refusal of probe prior to reaching the desired depth;
- If field screening of the landfill gas indicates that quality control criteria for Method 25C cannot be met, is marginal, or insufficient gas; and
- The Geoprobe® operator and equipment cannot safely access the proposed location.

If the probe locations are moved, an attempt will be made to position the new probe location within the same area of the landfill.

The landfill gas will be sampled using a Geoprobe® System with steel probe rods pushed a minimum of three feet into the waste. The steel probes are a modification from the stainless steel probe specified in Method 25C, which has been approved by the EPA. The steel probe will be equipped with a sampling head and an expendable drive point to allow driving the probe into the waste. At the desired depth, the probe rod will be withdrawn approximately six inches leaving the expendable point at depth and allowing the end of the sampling head to be open. Polyethylene tubing will then be inserted through the rods and threaded onto the purge and sampling train via a 3-way purge/sample valve, which is connected to both a portable landfill gas analyzer and the constant rate flow controller equipped with a vacuum gauge. The use of a constant flow controller in lieu of the Method 25C specified rotameter has been approved by the EPA. The rotameter is not required when using a constant rate flow controller because the flow rate is pre-determined and cannot be changed in the field. Prior to sampling, the tubing and sampling train will be purged using a Landtec model GEM-5000 portable landfill gas analyzer or similar.

A minimum of two tubing and sampling train volumes will be purged prior to sampling. During purging, the GEM-5000 will be used to determine methane content, carbon dioxide content, oxygen content, and balance gas (primarily nitrogen). The parameters are used to determine if the gas being collected will meet the quality control/quality assurance (QA/QC) requirements of Method 25C. If the balance gas is above 20 percent but the oxygen content is below five percent, the gas is still considered as being representative of the landfill gas and a sample will be collected. Methane, oxygen, carbon dioxide and balance gas content will be recorded prior to sample collection and following sample collection.

Gas samples will be withdrawn into specially prepared and evacuated 6L Summa® canisters. In accordance with the regulations, samples from multiple probe locations can be composited into a single cylinder; therefore, up to three gas probe samples will be composited into each canister, for a total of 7 Summa® canisters required. At each probe location, 1-liter of landfill gas will be drawn through the flow controller into the Summa® canister at a constant rate set between 100 and 500 milliliters per minute. The sample will be collected over the minimum duration of time to collect at least one liter. The vacuum pressure readings on the canister will be recorded before and after sample collection. Following sample collection, the methane, carbon dioxide, oxygen, and balance gas contents will be recorded again to confirm that landfill gas was sampled throughout the duration of the sample collection. Additionally, time, ambient temperature, and atmospheric pressure will be recorded for each sampling location. A duplicate Summa® canister will also be collected from three random probe locations. The duplicate is a relatively inexpensive insurance recommended by SCS that will help to protect the City from an additional mobilization and sampling charge in the event that one of the Summa® canisters valves fail during shipment to the laboratory.

LABORATORY ANALYSIS

Upon completion of sample collection, the samples will be shipped under standard chain-of-custody procedures to a certified laboratory, tentatively identified as Air Technology Laboratories, Inc. in City of Industry, California, for analysis of NMOC by Method 25C and fixed gases analysis by EPA Method 3C. Method 3C determines nitrogen and oxygen content which are required to verify the samples meet the QA/QC requirements of Method 25C (i.e., atmospheric air infiltration did not occur).

CALCULATIONS AND REPORTING

Based on the laboratory data provided, SCS will calculate the site-specific NMOC emission rate using equations prescribed by the rule and the EPA's "Landfill Gas Emissions Model" (LANDGEM). The resulting emission rate will be compared to the regulatory threshold of 25 Mg/yr to determine the site's compliance with the regulations and potential requirement for an active collection system.

A Tier 2 report will be prepared for submission to the MDNR to present the results of the NMOC testing and the calculated NMOC emission rate for the landfill. A draft of the report will be provided to the City for one round of review. Comments will be incorporated into the report and a final will be prepared and submitted to the MDNR. SCS will interface as needed with MDNR and provide rapid turnaround to address MDNR

comments and requests. Costs provided herein assume no more than 2 hours will be required to respond to MDNR requests.

Project Fee

SCS will complete the scope of services described for the lump sum fee of $25,500.

Responsibility of the City of Washington

It is our understanding that the City will provide SCS with all available information pertinent to the assignment, including previous reports and data. SCS shall rely on information made available by the City as accurate without independent verification.

The costs for the services provided herein are based on the following assumptions:

- MDNR will approve the procedures specified in the work plan, and
- The City of Washington – Struckhoff Landfill will provide site access and all pertinent data for use by SCS.

Acceptance of Work

SCS has attached Terms and Conditions for completing the scope of services. If you are in agreement with the above scope, fees, and terms and conditions, please sign and date the last page of the Terms and Conditions and return one copy to SCS as authorization to proceed with the project. A scanned copy is acceptable.

SCS appreciates the opportunity to be of continued service to the City of Washington. We look forward to discussing any questions or comments you may have concerning this proposal. Please contact Stephanie Taylor or Renee Trenshaw with questions or comments. Thank you for your consideration.

Sincerely,

Stephanie Taylor

Stephanie Taylor
Project Manager
SCS Engineers
913-749-0733
staylor@scsengineers.com

Renee Trenshaw

Renee Trenshaw
Project Manager
SCS Engineers
913-749-0707
rtrenshaw@scsengineers.com

Attachments:

Fee Schedule
Terms and Conditions

FEE SCHEDULE

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SCS ENGINEERS

2026 STANDARD FEE SCHEDULE

Labor Category	Rate (per hour)
Administrative Assistant	$85
Technician I	$95
Technician II	$100
Senior Technician	$110
Project Administrator	$110
Designer/Graphics	$125
Technical Associate	$120
Associate Professional	$130
Staff Professional I	$140
Staff Professional II	$145
Project Professional I	$155
Project Professional II	$165
Senior Project Professional	$180
Project Manager	$195
Senior Project Manager	$230
Project Advisor	$225
Project Director	$245
Senior Project Director	$270
Senior Project Advisor	$280
Principal	$295

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2026. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.

Support Services

Standard Design Software Packages (GIS, CAD)	$10.00 per hour, $2,500 per project
Specialty Software Packages (Geochemical, Stability)	$2,500 to $7,500
Large Drawing Plots	$25.00 each

Support Vehicles

Support Vehicle	$0.75 per mile
SCS Support Vehicle	$65 per day plus $0.75 per mile
SCS Support Truck with Trailer	$85 per day plus $0.90 per mile
Rental Vehicle	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance	$60 per day
Half-Day Meal Allowance (breakfast + lunch)	$30 per day
Half-Day Meal Allowance (lunch + dinner)	$42 per day

Field Equipment

Track-mounted Dirct Push/Drilling Geoprobe®	$1,250 per day
Utility Terrain Vehicle (UTV)	$150 per day
GPS Equipment (handheld)	$25 per day
GPS (Trimble Survey System)	$60/day; $225/wk; $850/month
GPS (R10 System)	$250/day; $750/wk; $2,500/month
Tablet computers (field use)	$10 per day
Drone	$3,000 per day
Drone Processing	$500 each
Nuclear Density Gauge/E-Gauge	$125/day; $500/wk; $1,300/month
Water Level Indicator (≤300 foot)	$40 per day
Oil/Water Interface Probe	$75 per day
pH/Temperature/Conductivity Meter	$25 per day
Peristaltic Pump	$60 per day
Low-Flow Pump	$75 per day
QED Pump Controller	$220 per day
Flow-Thru Multi-Parameter Meter	$180 per day
Turbidimeter	$50 per day
Composite Sampler (ISCO)	$150 per day
Composite Sampler (Global Water)	$105 per day
Photoionization Detector (PID)	$110 per day
SEM Unit	$230 per day
Gas Meter (GEM, etc.)	$160/day; $500/week; $1,500/month
Generator	$100 per day
Electro fusion Machine	$135 per day
Misc. Tools/Equipment	$25 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2026 and are subject to revision.

TERMS AND CONDITIONS

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SCS ENGINEERS

TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES**: SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.

2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.

3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client

4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages in limits shown in Exhibit A. An insurance certificate will be provided upon request.

5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

   To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE**: SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.

7. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

8. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.

9. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.

10. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.

11. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

12. **DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

13. **TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

14. **SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

15. **ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

16. **TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

17. **CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

18. **SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

19. **GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

20. **GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Missouri will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

21. **ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

SCS Engineers	**City of Washington**
By_____	By_____
Signature	**Signature**
_____	_____
Typed Name	**Typed Name**
_____	_____
Title	**Title**
_____	_____
Date of Signature	**Date of Signature**

"EXHIBIT A"
INSURANCE

Without limiting its liability hereunder, (Architect, Engineer or Land Surveyor) shall maintain during the life of this Agreement the following insurance and furnish Owner, in duplicate, certificates of insurance listing the City as an additional co-insured as evidence thereof. Such certificates shall provide that cancellation of said insurance shall not be effected without thirty (30) days prior to written notice to Owner. The certificates shall plainly designate the name of the project for which the certificate is provided.

(1) Workers' Compensation Insurance, providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of $100,000 for each occurrence.

(2) Commercial General Liability Insurance written on an occurrence basis with the following limits of liability:

General Aggregate	*$4,000,000*
Each Occurrence	*$1,000,000*

(3) Automobile Liability Insurance. Bodily injury and property damage combined single limit -- $1 million each occurrence, $4 million aggregate.

(4) Architect's, Engineer's and Land Surveyor's Professional Liability Insurance. $1 million each occurrence, $4 million aggregate.

The Commercial General Liability and Architect's, Engineer's and Land Surveyor's Professional Liability Insurance shall include Contractual Liability Coverage for the liability assumed by (Architect, Engineer or Land Surveyor).

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	Date (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
SAMPLE	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	$
		□ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		□ CLAIMS MADE □ OCCUR				MED EXP (Any one person)	$
		□				PERSONAL & ADV INJURY	$
		□				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: □ POLICY □ PROJECT □ LOC				PRODUCTS-COMP/OP AGG	
A		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		□ ANY AUTO				BODILY INJURY (Per person)	$
		□ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		□ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		□ HIRED AUTOS					
		□ NON-OWNED AUTOS					
		□ ----------					
		GARAGE LIABILITY □ ANY AUTO □				AUTO ONLY-EA ACCIDENT	$
						OTHER THAN EA ACC	$
						AUTO ONLY: AGG	$
A		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		□ OCCUR □ CLAIMS MADE				AGGREGATE	$
							$
		□ DEDUCTIBLE					$
		□ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/ OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				□WC STATUTORY LIMITS □OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE-EA EMPLOYEE	$
						E.L. DISEASE-POLICY LIMIT	$

SAMPLE FORM

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: PROJECT #
CITY OF WASHINGTON, MISSOURI, IS ADDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY COVERAGE .

CERTIFICATE HOLDER	CANCELLATION

7d

SAMPLE ENDORSEMENT PAGE

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Washington 405 Jefferson Street Washington, MO 63090

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury', "property damage" or "personal and advertising injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

7d

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 12, 2026

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

RE: Tier 2 NMOC Testing and Reporting Contract for the Washington Sanitary Landfill

Dear Mayor and City Council Members:

Find enclosed, for your consideration, an ordinance that will allow the City to enter into a contract with SCS Engineers for Tier 2 NMOC Testing and Reporting. Once awarded, the consultant will prepare and submit to MDNR a Tier 2 report which includes the results of the testing and the calculated emission rate for the landfill. This proposal is for a lump sum fee of $25,500.

The City's landfill is subject to 10 CSR 10-5.490, *Air Quality Standards and Air Pollution Control Rules Specific to the St. Louis Metropolitan Area - Municipal Solid Waste Landfills* due to being located in the St. Louis ozone nonattainment area. This rule requires landfills with a design capacity greater than 1 million cubic meters to calculate the nonmethane organic compound (NMOC) emission rate for the landfill for comparison to the 25 Mg/yr threshold for an active gas collection and control system. Our landfill falls well below this threshold and therefore only has to re-test every 5 years and the next submittal is required in 2027. Due to the landfill's previous low test results and nearing landfill capacity, we have reached out to DNR and requested to be removed from these requirements. Whether or not that is possible will be determined.

We recommend approval of the attached ordinance to enter into a contract with SCS Engineers to test the emission rate.

Respectfully submitted,

Andrea F. Lueken

Andrea F. Lueken, P.E.
Assistant City Engineer

7d

BILL NO._____ INTRODUCED BY_____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN EASEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI

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 Easement by and between the City of Washington, Missouri and Union Electric Company d/b/a Ameren Missouri, 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 Easement 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

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Exhibit I

REMS INFORMATION
Agreement ID: UEC-202608-65094
Project ID: 86173

EASEMENT
(Underground Electric)

W Front Street
Washington
Franklin District/Meramec Valley Division
PID #10-5-15.0-4-003-010.000

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **CITY OF WASHINGTON, a Municipal Corporation**, their successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation, 1901 Chouteau Avenue, St. Louis, MO 63103, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove an electric and communication line or lines consisting of wires, cables, conduits, fixtures, appliances, and other appurtenances thereto, including above-ground transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 15, Township 44 North, Range 1 West, of the 5th Principal Meridian, in Franklin County, State of Missouri, to-wit:

> An 11.8 foot x 8.9 foot wide strip of land being part of all of Lot Six (6) bounded on the North by Front Street, on the East by Oak Street, on the South by an alley, and on the West by Lots Four (4) and Five (5), all in the subdivision of the ESTATE OF JOHN F. DIERKING, deceased being part of Block 32 of J. F. MENSE'S ADDITION to the City of Washington, Missouri in Section 15, Township 44 North, Range 1 West in Franklin County, Missouri, as per plat on file in the Probate Court in Franklin County, and evidenced by Deed Book 366, Page 00854 of the Franklin County, Missouri, Records.
>
> The strip of land where the Grantee's facilities shall be located (hereinafter "Easement Area") shall be 11.8 feet x 8.9 feet. Said locations shall be generally and as nearly

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practicable, as shown hachured on the drawing marked Exhibit "A" hereto attached and made a part hereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

By: _____
Signature

Name: _____

Company/Title: _____

7e

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF FRANKLIN } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

_____ _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	A Municipal Corporation		☐ General Partnership
☐ Administrator(s)			☐ Other (Specify Below):
☐ Attorney-In-Fact			
☐ Conservator(s)			
☐ Guardian(s)			

_____ _____
My Commission Expires Notary Public

Affix Notary Stamp Below

Prepared By: Tanya Ross-Hester
Senior Real Estate Representative

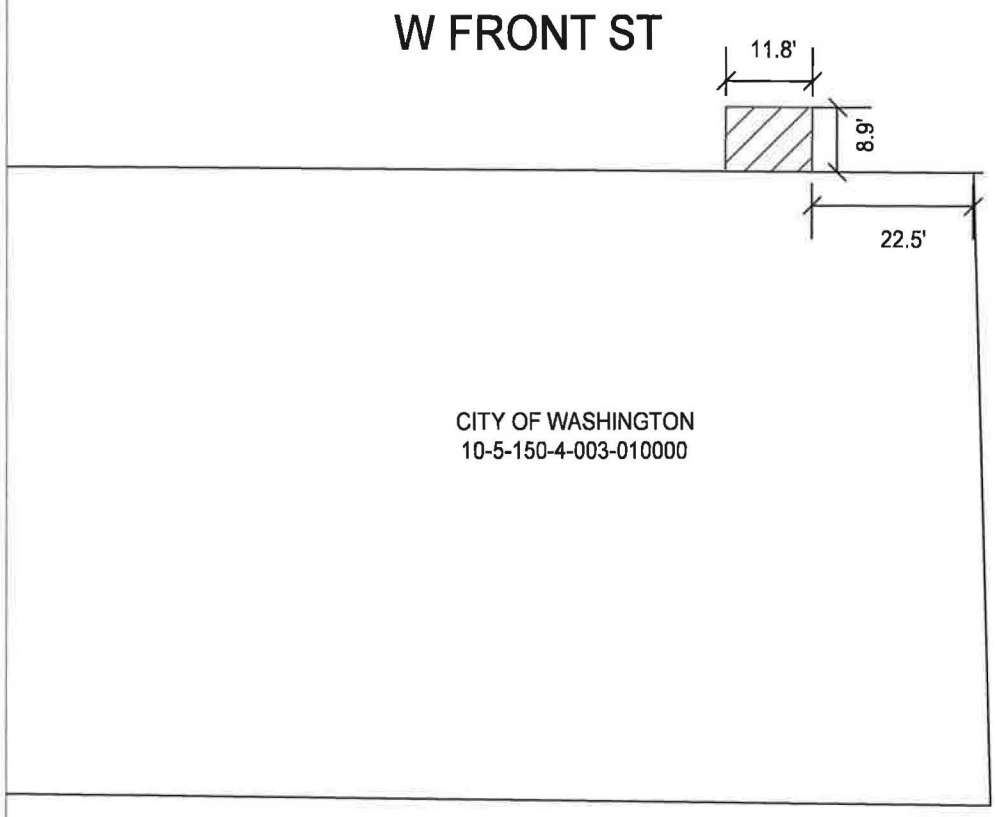
Return To: Ameren
Tanya Ross-Hester - MC 700
PO Box 66149
St. Louis MO 63166
tross-hester@ameren.com

TRH
WR#: KA66155
Facility Name:
trh-ease-city of washington - parking lot - easement 2
08/19/2026

7e

EXHIBIT A
W FRONT ST





W/R # KA66155

7e

405 Jefferson Street, Washington, MO 63090

636-390-1010 | www.washmo.gov

October 12, 2026

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

RE: Front Street Electric Service Conversion Project
Ameren Underground Electric Easement at Front and Oak

Dear Mayor and City Council Members:

At the October 5th City Council Meeting the City vacated a portion of City right of way at Front and Oak. This vacation enabled the City to execute an underground electric easement for Ameren's switchgear and underground utilities. Ameren has prepared said easement and we recommend approval of the attached ordinance.

Respectfully submitted,

Andrea F. Lueken

Andrea F. Lueken, P.E.
Assistant City Engineer

7e

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SANITARY SEWER EASEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND RIVERBEND ESTATES III, L.P.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Sanitary Sewer Easement by and between the City of Washington, Missouri and Riverbend Estates III, L.P., 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 Sanitary Sewer Line Easement 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

EASEMENT DEED

THIS DEED made and entered into this _____ day of _____, 2026, by and between **Riverbend Estates III, L.P.** a Missouri limited liability partnership, whose address is _____, Grantor, and the City of Washington, Missouri, a Missouri municipal corporation, whose address is 400 Jefferson Street, Washington, Missouri 63090, **Grantee.**

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar ($1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said Grantee, **A Perpetual Non-Exclusive Easement** for the following purposes:

> to transmit , distribute and collect sanitary sewage, operate, patrol, lay, construct, reconstruct, place, keep, renew, maintain, repair, replace, change the size of, remove, relocate at will, change the type of construction of and inspect sewer mains, valves, fittings and appurtenances thereto, all of a uniform width of five feet (1 O') in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:
>
> (See Exhibit A attached hereto and incorporated herein by reference)
>
> together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the Grantor adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the Grantee adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement are shall become the property of the Grantee and may be removed or destroyed by the Grantee except that the Grantor may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timer at any time prior to their removal or destructionby the Grantee or its contractors.

The **Grantee** agrees to pay the Grantor reasonable damages which may arise to crops, timber and fences of the Grantor from the exercise of the rights herein granted. Upon completion of construction of the improvements within the perpetual non-exclusive easement Grantee shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore Grantor's property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the Grantee's facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to and with the Grantee that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the Grantor will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said Easement, together with all rights and appurtenances to the same belonging, unto the said Grantee and to its heirs and assigns forever.

In Witness Whereof, the said Grantor and Grantee have executed these presents ___ day of _____, 2026.

Riverbend Estates III, L.P.
By: MOCAP Properties, L.L.C., a Missouri limited liability company, general partner

By: _____

Name: CURTIS NEUENSWANDER

Title: AUTHORIZED REPRESENTATIVE

GRANTEE

By: _____

Name: _____

Title: _____

7f

State of Missouri)
) ss
County of Cole)

On this 21st day of September, 2026, before me, a notary public in the county and state aforesaid, personally appeared Curtis Neuenswander, _____ of MOCAP Properties, L.L.C. a Missouri limited liability company, general partner to Riverbend Estates III, L.P., a Missouri limited partnership, and acknowledged to me that he has executed this easement on behalf of said partnership as the free act and deed of said partnership, and pursuant to the authority vested in him to execute this easement by the partnership agreement of said partnership.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

KIMBERLY MARIE QUIROUET
Notary Public, Notary Seal
State of Missouri
Cole County
Commission # 13398608
My Commission Expires 02-14-2029

Kimberly M. Quirouet
Kimberly M. Quirouet, Notary Public

My commission expires: 2/14/2029

State of Missouri)
) ss
County of Franklin)

On this _____ day of _____, 2026, before me, a notary public in the county and state aforesaid, personally appeared _____, _____ , of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said _____, acknowledges said instrument to be the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

_____

_____, Notary Public

My commission expires:

TF

Exhibit A

7f

SEPTEMBER 14, 2026

SEWER MAIN EASEMENT

OWNER: RIVERBEND ESTATES III, L.P.
DEED: DOCUMENT #2401235

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28 T44N R1W, BEING PART OF LOT A2 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, FURTHER DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWESTERLY CORNER OF LOT A2 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, THENCE ALONG THE WESTERLY LINE OF SAID LOT, S 0°00'10"E 47.82 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE LEAVING THE WESTERLY LINE OF LOT A2 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, N 90°00'00"E 46.82 FEET TO THE SOUTHWESTERLY LINE OF A VARIABLE WIDTH UTILITY EASEMENT AND STORM DRAINAGE EASEMENT RECORDED IN DOCUMENT #2206597; THENCE ALONG SAID LINE, S 48°40'40"E 22.72 FEET; THENCE LEAVING SAID LINE, N 90°00'00"W 63.88 FEET TO THE WESTERLY LINE OF SAID LOT A2; THENCE ALONG SAID LINE, N 0°00'10"W 15.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 830 SQUARE FEET.

BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

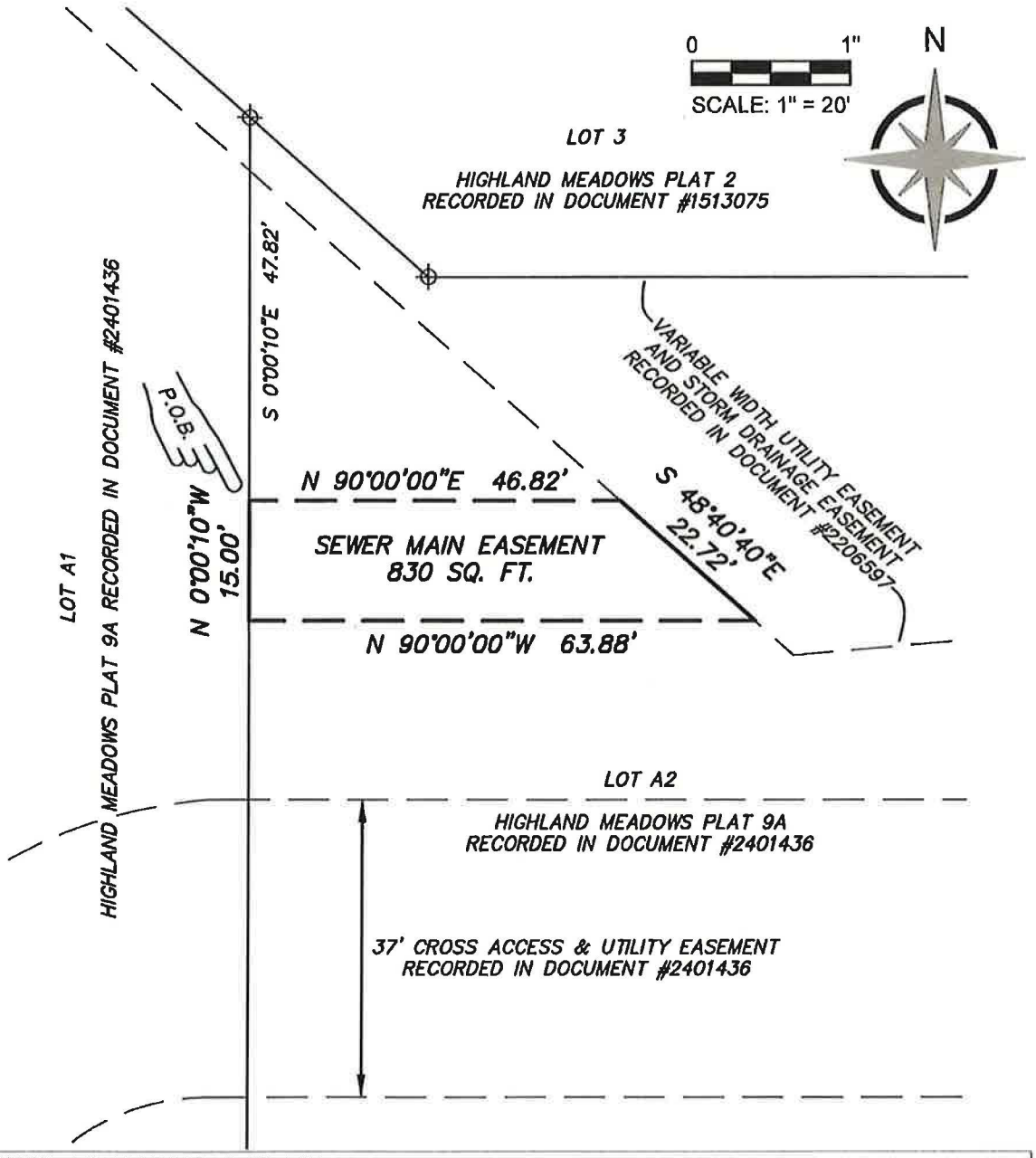
RIVERBEND ESTATES III, L.P.
1901 HIGH STREET
LOT A2 HIGHLAND MEADOWS PLAT 9A
NE 1/4 SECTION 28 T44N R1W
WASHINGTON, FRANKLIN COUNTY, MISSOURI

EXHIBIT "A"
SHEET 1 OF 2
ES&S PROJECT NO. 16833

ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
MISSOURI L.S. CORP. #2004004672
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS – 2008016655
EMAIL: FCARROZ@ESS-INC.COM

9/14/2026

STATE OF MISSOURI
FREDERICK EMIL CARROZ III
NUMBER PLS-2008016655
PROFESSIONAL LAND SURVEYOR



BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

RIVERBEND ESTATES III, L.P.
1901 HIGH STREET
LOT A2 HIGHLAND MEADOWS PLAT 9A
NE 1/4 SECTION 28 T44N R1W
WASHINGTON, FRANKLIN COUNTY,
MISSOURI

EXHIBIT "A"
SHEET 2 OF 2
ES&S PROJECT NO. 16833

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9/14/2026

STATE OF MISSOURI
FREDERICK EMIL CARROZ III
NUMBER PLS-2008016655
PROFESSIONAL LAND SURVEYOR

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 09, 2026

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

RE: Riverbend Phase 3
Permanent Sanitary Sewer Easement Ordinance and Deed

Dear Mayor and City Council Members:

Find attached for your review and approval, a permanent sanitary sewer easement ordinance and deed for sanitary sewer servicing Riverbend Phase 4. It was determined in planning for phase 4 of Riverbend that a small extension of the sanitary sewer main is necessary to service the future buildings. This new main will be inspected and upon completion and approval accepted by the City for maintenance. This portion of the easement will be on Riverbend Phase 3 property.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A SANITARY SEWER EASEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND RIVERBEND VILLAS SENIOR, L.P.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a Sanitary Sewer Easement by and between the City of Washington, Missouri and Riverbend Villas Senior, L.P., 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 Sanitary Sewer Line Easement 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

Exhibit I

EASEMENT DEED

THIS DEED made and entered into this 2nd day of October, 2026, by and between **Riverbend Villas Senior, L.P.**, a Missouri limited partnership, whose address is 1911 High St. Washington, MO, Grantor, and the City of Washington, Missouri, a Missouri municipal corporation, whose address is 400 Jefferson Street, Washington, Missouri 63090, **Grantee**.

Witnesseth, that the **Grantor**, for and in consideration of the sum of One Dollar ($1.00), paid by the said **Grantee**, the receipt of which is hereby acknowledged, does by these presents **Grant, Bargain, Sell and Convey** unto the said Grantee, **A Perpetual Non-Exclusive Easement** for the following purposes:

> to transmit , distribute and collect sanitary sewage, operate, patrol, lay, construct, reconstruct, place, keep, renew, maintain, repair, replace, change the size of, remove, relocate at will, change the type of construction of and inspect sewer mains, valves, fittings and appurtenances thereto, all of a uniform width of five feet (1 O') in, over, under, across and through the following described real property situate in the County of Franklin and State of Missouri, to-wit:
>
> (See Exhibit A attached hereto and incorporated herein by reference)
>
> together with the right of ingress to and egress from the perpetual non-exclusive easement or the premises of the Grantor adjoining the perpetual non-exclusive easement and the right of traveling over said perpetual non-exclusive easement for the purpose of gaining ingress to and egress from the rights of way or easements owned by the Grantee adjacent to the ends thereof for the purpose of doing anything necessary or convenient for the enjoyment of the perpetual non-exclusive easement.

All buildings, structures, improvements, hazards, obstructions, crops and timber removed from the easement are shall become the property of the Grantee and may be removed or destroyed by the Grantee except that the Grantor may, at their discretion, remove such buildings, structures, improvements, hazards, obstructions, crops and timer at any time prior to their removal or destructionby the Grantee or its contractors.

The **Grantee** agrees to pay the Grantor reasonable damages which may arise to crops, timber and fences of the Grantor from the exercise of the rights herein granted. Upon completion of construction of the improvements within the perpetual non-exclusive easement Grantee shall refill all cuts, ditches, trenches, ruts, or excavations made in connection with the construction and shall restore Grantor's property to the same condition it was in prior to construction as nearly as is reasonably possible.

The **Grantor** agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of the Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, repair, replacement, addition to and relocation of the Grantee's facilities. The words hazard or obstruction shall not be interpreted to include growing crops and fences, parking lots and driveways.

The **Grantor** covenants to and with the Grantee that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines and telegraph and telephone lines covering the land herein described, the Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all encumbrances, and that the Grantor will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

To Have and to Hold the said Easement, together with all rights and appurtenances to the same belonging, unto the said Grantee and to its heirs and assigns forever.

In Witness Whereof, the said Grantor and Grantee have executed these presents 7 day of October, 2026.

Riverbend Villas Senior, L.P., a Missouri limited partnership

By: _____

Name: Brian Kimes

Title: Manager

GRANTEE

By: _____

Name: _____

Title: _____

State of BeMissouri)
) ss
County of Boone)

On this 7 day of October, 2026, before me, a notary public in the county and state aforesaid, personally appeared Brian Kimes, Manager of **Riverbend Villas Senior, L.P.**, a Missouri limited partnership, and acknowledged to me that he has executed this easement on behalf of said partnership as the free act and deed of said partnership, and pursuant to the authority vested in him to execute this easement by the partnership agreement of said partnership.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

KELLY WILLIAMS
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: June 11, 2029
Commission #: 23185034

Kelly Williams, Notary Public

My commission expires: June 11, 2029

State of Missouri)
) ss
County of Franklin)

On this _____ day of _____, 2026, before me, a notary public in the county and state aforesaid, personally appeared _____, _____, of the City of Washington, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said _____, acknowledges said instrument to be the free act and deed of said City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Missouri, the day and year first above written.

_____

_____, Notary Public

My commission expires:

Exhibit A

SEPTEMBER 14, 2026

SEWER MAIN EASEMENT

OWNER: COUNTRY CLUB PROPERTIES, L.C.
DEED: DOCUMENT #2207730

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28 T44N R1W, BEING PART OF LOT A1 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, FURTHER DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEASTERLY CORNER OF LOT A1 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, THENCE ALONG THE EASTERLY LINE OF SAID LOT, S 0°00'10"E 47.82 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE EASTERLY LINE OF LOT A1 OF HIGHLAND MEADOWS PLAT 9A RECORDED IN DOCUMENT #2401436, S 0°00'10"E 15.00 FEET; THENCE LEAVING SAID LINE, N 90°00'00"W 32.68 FEET; THENCE N 0°00'10"W 15.00 FEET; THENCE N 90°00'00"E 32.68 FEET TO THE POINT OF BEGINNING, AND CONTAINING 490 SQUARE FEET.

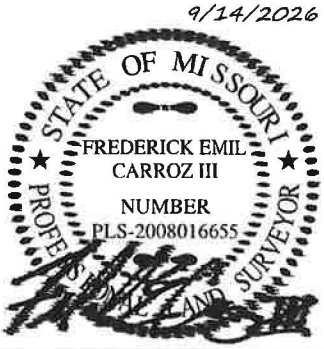
BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

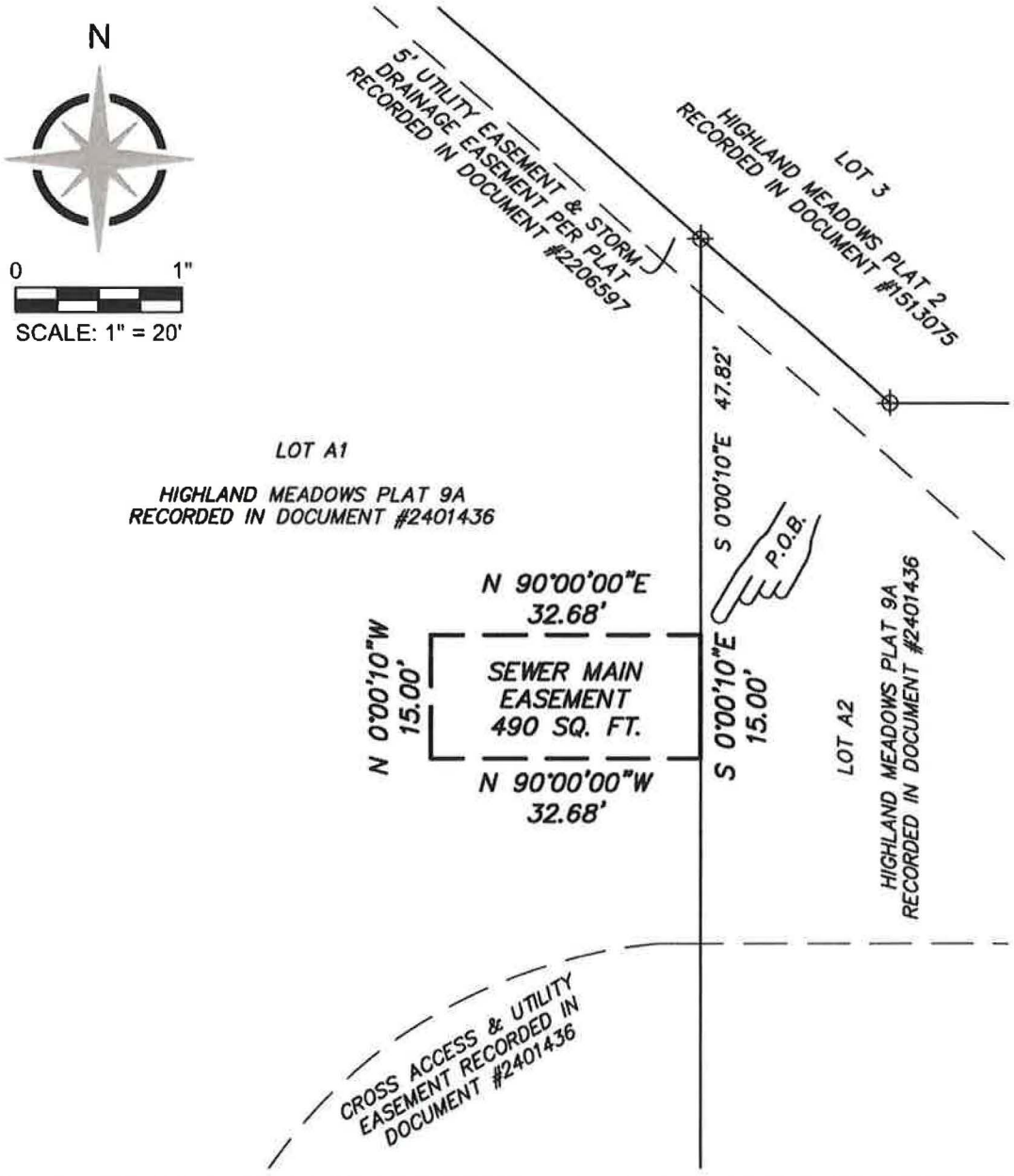
COUNTRY CLUB PROPERTIES, L.C.
LOT A1 HIGHLAND MEADOWS PLAT 9A
NE 1/4 SECTION 28 T44N R1W
WASHINGTON, FRANKLIN COUNTY,
MISSOURI

EXHIBIT "A"
SHEET 1 OF 2
ES&S PROJECT NO. 16833

ENGINEERING SURVEYS & SERVICES
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
MISSOURI L.S. CORP. #2004004672
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655
EMAIL: FCARROZ@ESS-INC.COM

9/14/2026





BEARINGS ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983.

COUNTRY CLUB PROPERTIES, L.C.
LOT A1 HIGHLAND MEADOWS PLAT 9A
NE 1/4 SECTION 28 T44N R1W
WASHINGTON, FRANKLIN COUNTY, MISSOURI

EXHIBIT "A"
SHEET 2 OF 2
ES&S PROJECT NO. 16833

ENGINEERING SURVEYS & SERVICES
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9/14/2026

STATE OF MISSOURI
FREDERICK EMIL CARROZ III
NUMBER PLS-2008016655
PROFESSIONAL LAND SURVEYOR

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 09, 2026

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

RE: Riverbend Phase 4
Permanent Sanitary Sewer Easement Ordinance and Deed

Dear Mayor and City Council Members:

Find attached for your review and approval, a permanent sanitary sewer easement ordinance and deed for sanitary sewer servicing Riverbend Phase 4. It was determined in planning for phase 4 of Riverbend that a small extension of the sanitary sewer main is necessary to service the future buildings. This new main will be inspected and upon completion and approval accepted by the City for maintenance. This portion of the easement will be on Riverbend Phase 4 property.

Respectfully submitted,

Charles Stankovic, P.E.
City Engineer

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

September 14, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-0906-Preliminary Plat-Pinnacle Ridge Estatates-5001 South Point Road, Andrea Straatmann**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on September 14, 2026 the above mentioned Preliminary Plat was approved with a unanimous vote in favor.

Sincerely,

John A. Borgmann
Chairman
Planning & Zoning Commission

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: September 14, 2026

Re: File # 26-0906

Synopsis: The applicant is requesting approval for Pinnacle Ridge Estates – a proposed 8-lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	City Well / Single-Family Homes	R-1A
South	Single-Family Homes	R-1A
East	Franklin County Farmland	N/A
West	Single-Family Homes	R-1A

Analysis:

The applicant is requesting to subdivide approximately 4 acres of newly annexed land at 5001 South Point Road. The plat consists of eight R-1A compliant single-family lots. The future land use map for this area recommends "Type I – Residential – Countryside", with lots 7,500 sq. ft. and larger, a mix of detached single-family homes and attached villas, a spacious suburban setting, curvilinear streets, cul-de-sacs, street lighting, and optional sidewalks. The development is consistent with the Comprehensive Plan's vision for this area.

Section 400.170.A states any parcel of land annexed into the City of Washington shall be zoned R-1A unless the annexing ordinance provides otherwise. A new 300 ft. cul-de-sac, Johanna Drive, will provide access to the eight lots. Johanna Drive will be a 30 ft. wide public street with 50 ft. right-of-way with parking restricted to one side of the street, in accordance with our subdivision regulations. All parcels meet the minimum lot size (10,000 sq. ft.) and lot width (70 ft.) for the R-1A district. A berm is proposed to run along the rear of the lot screening the development. Lot 1 of Pinnacle Ridge Estates will accommodate the existing home at 5001 South Point Road, which the applicant is proposing to keep as part of the subdivision.

The development will utilize the existing 8-inch water line along South Point Road by running water along the north side of the cul-de-sac. Sanitary sewer will be brought to the development by replacing an existing lamphole with a manhole off Cardinal Crest Ct, and extending the sewer line to the development in the utility easement between 2608 and 2612 Cardinal Crest Ct. The applicant has indicated detention for the development is accommodated by Stone Crest Lake, but they plan to provide onsite detention at the rear of Lot 5 within an access easement to maintain the basin.

Recommendation:

Staff recommend approval of preliminary plat for Pinnacle Ridge Estates 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.

PRELIMINARY PLAT
PINNACLE RIDGE ESTATES

CONSTRUCTION NOTES:

1.) UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES, AND UTILITIES MUST BE CONSIDERED APPROXIMATE AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEIR EXACT LOCATION AND THE EXISTENCE OF ANY UTILITY NOT SHOWN. (ALL UTILITIES SHALL BE LOCATED BOTH HORIZONTALLY AND VERTICALLY TO INSURE CLEARANCE/COVER OF ANY PROPOSED GRADING, SEWER, FOOTINGS, ETC. PRIOR TO CONSTRUCTION. UTILITY COMPANY REPRESENTATIVES SHALL BE ON SITE DURING SUCH TIMES THAT EXCAVATION IS TAKING PLACE IN THE VICINITY OF THEIR FACILITIES.) NO SUB-SURFACE EXPLORATION WAS UNDERTAKEN ON THIS SITE. ALL UNDERGROUND UTILITIES ARE CONSIDERED APPROXIMATE AND ARE NOT CERTIFIED HERETO.
2.) ALL ELEVATIONS ARE BASED ON MODOT VRS NETWORK NAVD 1988.
3.) BOUNDARY INFORMATION FROM DEED OF RECORD
4.) CONTOURS BASED ON POINT CLOUD DATA FROM THE NATIONAL MAP
5.) ALL EXCAVATIONS, WHETHER THEY BE UTILITY TRENCHES, BASEMENT EXCAVATIONS, OR FOOTING EXCAVATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS FOR EXCAVATIONS.
6.) PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE DEVELOPER FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
7.) ALL WORK MUST BE PERFORMED WITHIN EXISTING OR ACQUIRED EASEMENTS, AGENCY APPROVAL OF THESE PLANS DOES NOT AUTHORIZE OR CONDONE WORK OUTSIDE OF THE EASEMENTS.
8.) ALL CONSTRUCTION METHODS AND MATERIAL SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF WASHINGTON, MISSOURI. IN THE ABSENCE OF ANY APPLICABLE LOCAL STANDARDS, THE REQUIREMENTS SET FORTH HEREON SHALL GOVERN.
9.) SILTATION AND EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS AND SHALL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS UNTIL SUFFICIENT VEGETATION HAS BEEN ESTABLISHED ON THE SITE TO PREVENT EROSION.
10.) ADDITIONAL SILTATION CONTROL MAY BE REQUIRED AS DIRECTED BY LOCAL GOVERNING AUTHORITY OR THE STATE OF MISSOURI.
11.) SLOPES ON THIS PROJECT SHALL NOT BE GREATER THAN THREE UNITS HORIZONTAL TO ONE UNIT VERTICAL(3:1). IF CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR IMMEDIATE ESTABLISHMENT OF A PERMANENT GROUND COVER, A FAST GERMINATION ANNUAL SUCH AS RYE GRASSES SHALL BE UTILIZED TO PREVENT EROSION.
12.) THE CONTRACTOR SHALL KEEP EXISTING ROADWAY AND SIDEWALKS CLEAN OF MUD AND DEBRIS.
13.) CONTRACTOR TO PROVIDE ADEQUATE ON-SITE PARKING FOR CONSTRUCTION EMPLOYEES.
14.) SCHEDULE "B" OF A CURRENT TITLE REPORT HAS NOT BEEN FURNISHED TO THE LAND SURVEYOR BY THE CLIENT AND NO INVESTIGATION HAS BEEN CONDUCTED AS TO THE PRESENT STATUS OF EASEMENTS OR OTHER RESTRICTIVE CONDITIONS AFFECTING THE SUBJECT LAND.
15.) NO GEOTECHNICAL EVALUATION HAS BEEN COMPLETED BY THIS OFFICE FOR THE SITE. THIS PLAN DOES NOT CERTIFY THAT THE EXISTING SOIL ON SITE IS SUITABLE FOR CONSTRUCTION. THIS OFFICE RECOMMENDS A GEOTECHNICAL ENGINEER BE CONSULTED TO DETERMINE THE SUITABILITY OF THE EXISTING SUBGRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATIONS.
16.) ALL SITE GRADING AND EARTHWORK CONSTRUCTION SHALL COMPLY TO THE GEOTECHNICAL REPORT RECOMMENDATIONS.
17.) CONTRACTOR MUST RECEIVE ALL REQUIRED PERMITS FROM THE LOCAL GOVERNING OFFICIALS AND THE STATE OF MISSOURI PRIOR TO ANY EXCAVATION.
18.) NO PARKING ALLOWED OUTSIDE OF DESIGNATED PARKING AREAS.
19.) CONTRACTOR TO COORDINATE THE ELECTRICAL CONNECTION TO THE NEW BUILDING WITH THE OWNER.
20.) ALL WATER MAIN SHALL BE SDR 21 CLASS 200 PVC (OR CLASS 900 WITH A 200 PSI WORKING PRESSURE) TO MEET AWWA C900 STANDARDS.
21.) ALL ELECTRICAL, SANITARY SEWER, AND WATER SERVICE CONNECTIONS TO THE BUILDING SHALL BE COORDINATED WITH THE MEP DRAWINGS AND THE CITY OF WASHINGTON.
22.) THE APPLICANT USING THIS PLAN TO OBTAIN BUILDING PERMITS, IS SOLELY RESPONSIBLE FOR CONTACTING ALL UTILITIES TO ENSURE THERE ARE NO UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS AS SHOWN HEREON.
23.) 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, MO. THE MAINTENANCE COSTS SHALL BE SHARED EQUALLY WITH EACH OWNER OF ANY LOT SERVED BY THE STORM WATER MANAGEMENT SYSTEM.
24.) EACH LOT OWNER RETAINS THE RIGHT TO MAINTAIN AND REPAIR THE SEWER LATERAL SERVICING THEIR LOT TO THE SEWER MAIN. SAID MAINTENANCE AND REPAIR SHALL BE PERFORMED WITHIN ALL APPLICABLE EASEMENTS AS SHOWN ON THE FINAL PLAT.
25.) STORMWATER DETENTION REQUIREMENT WAS SATISFIED IN THE ORIGINAL STONE CREST SUBDIVISION LAKE DESIGN.

GENERAL NOTES

SITE ADDRESS: 5091 SOUTH POINT RD.,
WASHINGTON, MO 36090
DOC. NO. 1900753
EXISTING ZONING: "T"
(FRANKLIN COUNTY)
PROPOSED ZONING: R-1A
(CITY OF WASHINGTON)
AREA: 3.90 ACRES TOTAL

FRONT SETBACK: 25'
SIDE SETBACK: 6'
REAR SETBACK: 25'
MINIMUM LOT AREA: 10,000 SQ. FT.

EASEMENTS(UNLESS OTHERWISE NOTED):
FRONT U.E. & S.D.E. = 15'
REAR U.E. & S.D.E. = 10'
SIDE U.E. & S.D.E. = 5'

UTILITIES:
ELECTRIC: AMEREN MISSOURI ELECTRIC
CABLE: CHARTER COMMUNICATIONS
SEWER: CITY OF WASHINGTON
TELEPHONE: AT&T
WATER: CITY OF WASHINGTON
UTILITY LOCATE: 1-800-DIG-RITE (344-7483)

DEVELOPER:
STRAATMANN HERITAGE ACRES
405 STEEPLEVIEW LANE
WASHINGTON, MO 63090

ENGINEER/SURVEYOR:
WUNDERLICH SURVEYING & ENGINEERING, INC
512 EAST MAIN STREET
UNION, MISSOURI 63084

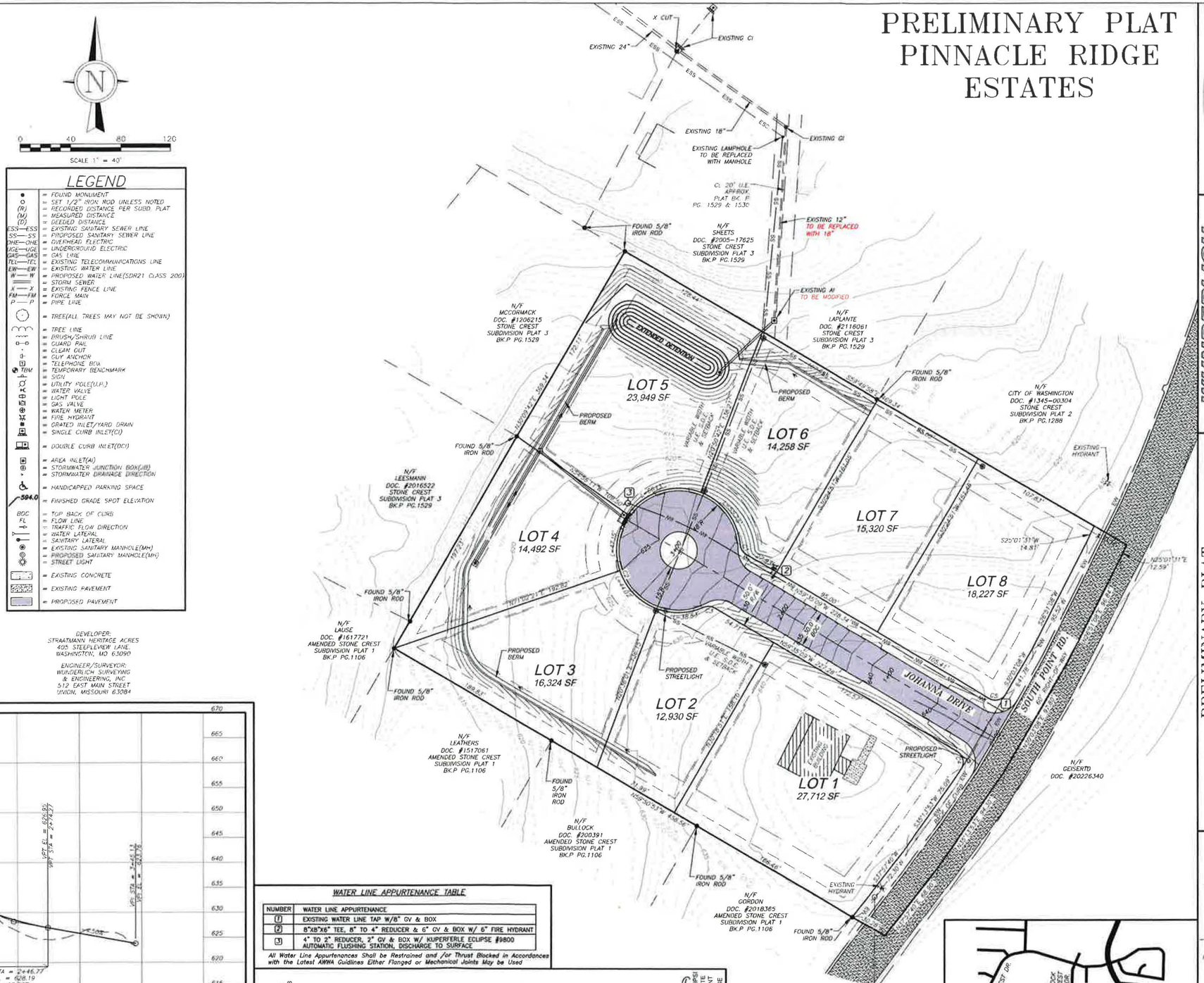
0 40 80 120
SCALE 1" = 40'

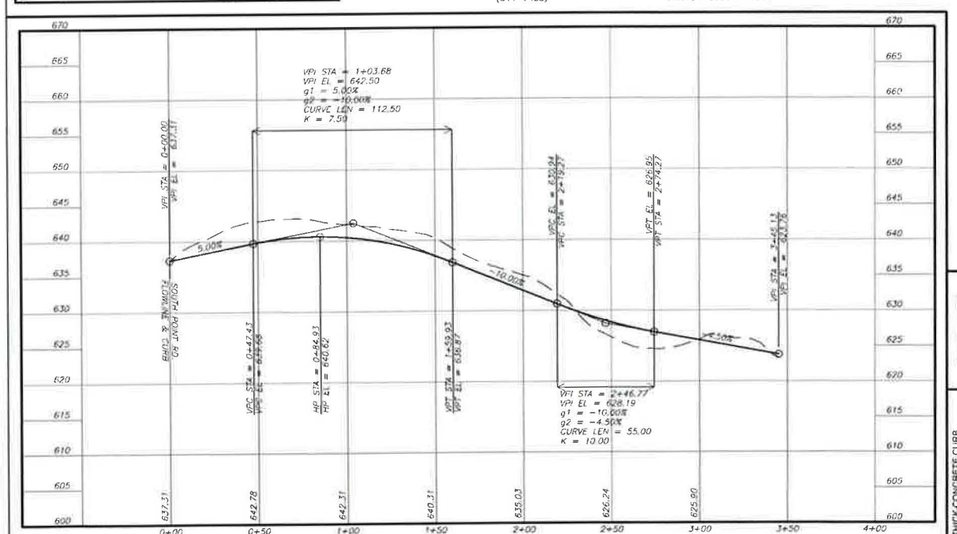
LEGEND

●	= FOUND MONUMENT
○	= SET 1/2" IRON ROD UNLESS NOTED
(R)	= RECORDED DISTANCE PER SUBD. PLAT
(M)	= MEASURED DISTANCE
(D)	= DEEDED DISTANCE
ESS—ESS	= EXISTING SANITARY SEWER LINE
SS—SS	= PROPOSED SANITARY SEWER LINE
OHE—OHE	= OVERHEAD ELECTRIC
UGE—UGE	= UNDERGROUND ELECTRIC
GAS—GAS	= GAS LINE
TEL—TEL	= EXISTING TELECOMMUNICATIONS LINE
EW—EW	= EXISTING WATER LINE
W—W	= PROPOSED WATER LINE(SDR21 CLASS 200)
	= STORM SEWER
X—X	= EXISTING FENCE LINE
FM—FM	= FORCE MAIN
P—P	= PIPE LINE
	= TREE(ALL TREES MAY NOT BE SHOWN)
	= TREE LINE
	= BRUSH/SHRUB LINE
	= GUARD RAIL
	= CLEAN OUT
	= GUY ANCHOR
	= TELEPHONE BOX
TBM	= TEMPORARY BENCHMARK
	= SIGN
	= UTILITY POLE(U.P.)
	= WATER VALVE
	= LIGHT POLE
	= GAS VALVE
	= WATER METER
	= FIRE HYDRANT
	= GRATED INLET/YARD DRAIN
	= SINGLE CURB INLET(CI)
	= DOUBLE CURB INLET(DCI)
	= AREA INLET(AI)
	= STORMWATER JUNCTION BOX(JB)
	= STORMWATER DRAINAGE DIRECTION
	= HANDICAPPED PARKING SPACE
504.0	= FINISHED GRADE SPOT ELEVATION
BOC	= TOP BACK OF CURB
FL	= FLOW LINE
	= TRAFFIC FLOW DIRECTION
	= WATER LATERAL
	= SANITARY LATERAL
	= EXISTING SANITARY MANHOLE(MH)
	= PROPOSED SANITARY MANHOLE(MH)
	= STREET LIGHT
	= EXISTING CONCRETE
	= EXISTING PAVEMENT
	= PROPOSED PAVEMENT

CURVE TABLE

NUMBER	CHORD DIRECTION	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 32°25'42" W	9.13	10.00	9.48
C2	S 30°24'51" W	58.33	50.00	251.88
C3	S 86°44'35" E	9.13	10.00	9.48
C4	S 12°10'38" E	14.72	10.00	16.55
C5	S 75°14'00" W	14.19	10.00	15.77



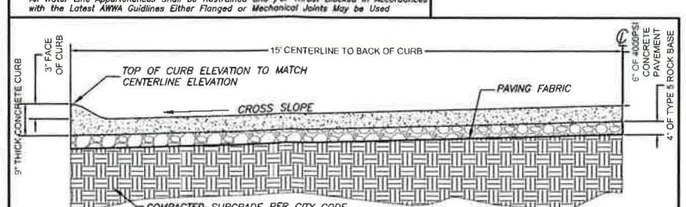


JOHANNA LANE PROFILE
1"=40.00' Horiz.
1"=10.00' Vert.

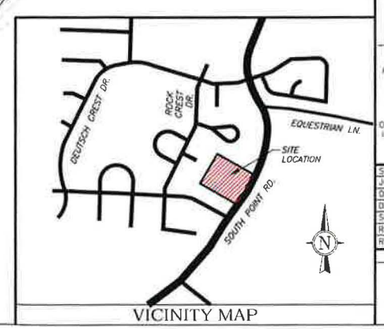
WATER LINE APPURTENANCE TABLE

NUMBER	WATER LINE APPURTENANCE
1	EXISTING WATER LINE TAP W/8" GV & BOX
2	8"X8"X6" TEE, 8" TO 4" REDUCER & 6" GV & BOX W/ 6" FIRE HYDRANT
3	4" TO 2" REDUCER, 2" GV & BOX W/ KUPERFERLE ECLIPSE #9800 AUTOMATIC FLUSHING STATION, DISCHARGE TO SURFACE

All Water Line Appurtenances Shall be Restrained and /or Thrust Blocked in Accordances with the Latest AWWA Guidlines Either Flanged or Mechanical Joints May be Used



STREET CROSS SECTION DETAIL (30' LOCAL ACCESS)
NO SCALE



VICINITY MAP

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

WUNDERLICH SURVEYING & ENGINEERING, INC.
MISSOURI STATE CERTIFICATE OF AUTHORITY:
CIVIL ENGINEERING: 001086
LAND SURVEYING: 000753

PRELIMINARY PLAT
PINNACLE RIDGE ESTATES

A TRACT OF LAND BEING PART OF SEC. 36
IN T44, R1W OF THE 5TH P.M. IN FRANKLIN
COUNTRY, MISSOURI

PRELIMINARY
NOT FOR CONSTRUCTION

Kristopher M. Wolfe,
P.E.-2008019619
P.E. for Wunderlich Surveying & Engineering Inc.

THIS SEAL IS FOR DESIGN ONLY AND NOT CONSTRUCTION INSPECTION OR STAKING OUT OF IMPROVEMENTS

SCALE: 1"=40'
JOB: 8548
DATE: 8/31/2026
DWN. BY: GS
CK:
REV:
REV:

SHEET
1 OF 1

8a

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: 9/2/26

Applicant Information:

Name: Straatmann Heritage Acres, LLC Phone: 314-650-0148

Address: 405 Steepleview Lane, Washington, MO 63090

Do you own the subject property? ☑ **Yes** ☐ **No**
If not, please provide ownership information here:

Name: _____ Phone: _____

Address: _____

Name of Proposed Subdivision: Pinnacle Ridge Estates

Number of Lots Proposed: 8 Zoning District(s): R1-A

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: [signature]

APPLICANT/COMPANY NAME (Printed): Andrea Straatmann/ Straatmann Heritage Acres

LANDOWNER SIGNATURE(s): [signature]

LANDOWNER NAME (Printed): Andrea Straatmann/ Straatmann Heritage Acres

$119

8a

405 Jefferson Street, Washington, MO 63090 636-390-1010 www.washmo.gov

October 12, 2026

Mayor & City Council
City of Washington
Washington, MO 63090

RE: **File No. 26-1003-Preliminary Plat-Bieker Meadows-1174 Bieker Road-Rick Kleinheider**

Mayor & City Council,

At the regular meeting of the Planning & Zoning Commission held on October 12, 2026 the above mentioned Preliminary Plat was approved with a unanimous vote in favor.

Sincerely,

John A. Borgmann

John A. Borgmann
Chairman
Planning & Zoning Commission

8b

To: Planning and Zoning Commission

From: Planning and Engineering Department Staff

Date: October 12, 2026

Re: File # 26-1003

Synopsis: The applicant is requesting approval for Bieker Meadows – a proposed 3-lot subdivision

Adjacent Land Use /Zoning Matrix		
	Existing Land Use	Existing Zoning
North	Single-Family Homes	R-1A
South	Franklin County Farmland	N/A
East	Single-Family Homes	R-1A
West	Duplexes	R-2

Analysis:

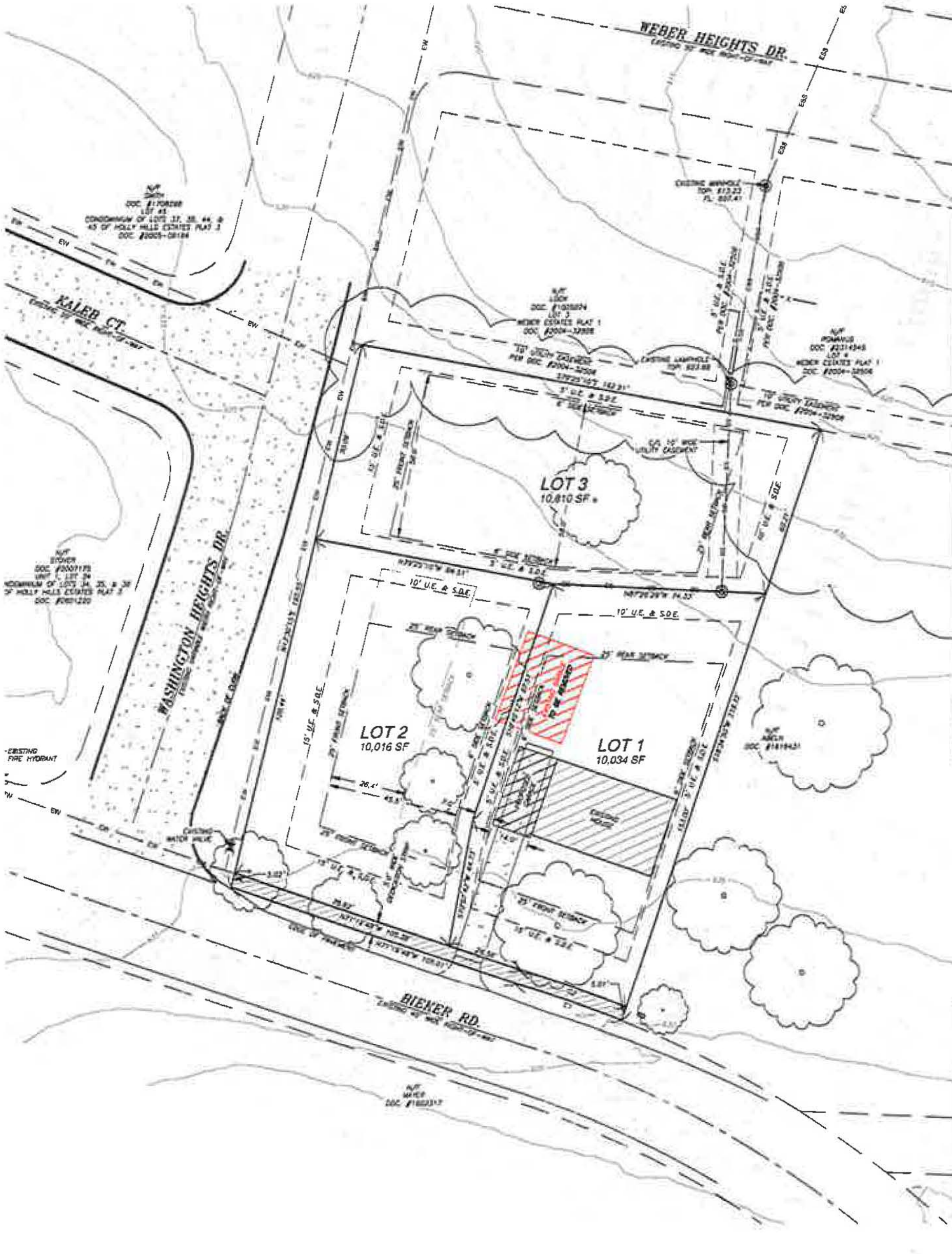
The applicant is requesting to subdivide approximately 0.7 acres of land at 1174 Bieker Road. The plat consists of three R-1A compliant single-family lots. The future land use map for this area recommends "Type I – Residential – Countryside", with lots 7,500 sq. ft. and larger, a mix of detached single-family homes and attached villas, a spacious suburban setting, curvilinear streets, cul-de-sacs, street lighting, and optional sidewalks. The development is consistent with the Comprehensive Plan's vision for this area.

Section 410.050.B.1.f requires development on proposed lots with driveways intersecting collector or major streets to provide on-site turnaround capability to eliminate having to back out onto streets. The current home is required to provide an approved turnaround to meet the subdivision regulations as Bieker Road is classified as a collector street. Any development on Lots 2 or 3 will also have to provide an approved turnaround as Washington Heights Drive is classified as a collector street. All parcels meet the minimum lot size (10,000 sq. ft.) and lot width (70 ft.) for the R-1A district. No screening is required for single-family lots. The plat indicates the applicant is replacing the existing garage with an attached garage on Lot 1.

The development will utilize the existing 8-inch water line along Washington Heights Drive. Sanitary sewer will be brought to the development by extending the existing sewer line between 2000 & 2004 Weber Heights Drive through Lot 3's backyard and east along the property line with Lot 1 to serve Lot 2. The development is under an acre and is therefore exempt from our stormwater regulations.

Recommendation:

Staff recommend approval of preliminary plat for Bieker Meadows.



PRELIMINARY PLAT

DEVELOPER:
RICHARD KLEINHEIDER CONSTRUCTION CO.
P.O. BOX 1606
WASHINGTON, MO 63090

ENGINEER/SURVEYOR:
WUNDERLICH SURVEYING & ENGINEERING, INC
512 EAST MAIN STREET
UNION, MISSOURI 63084

GENERAL NOTES

SITE ADDRESS: 1174 BIEKER RD., WASHINGTON, MO 38090

DOC. NO. 2022327

EXISTING ZONING: R-1A

AREA 0.73 ACRES TOTAL

FRONT SETBACK: 25'
SIDE SETBACK: 6'
REAR SETBACK: 25'
MINIMUM LOT AREA: 10,000 SQ FT.

EASEMENTS(UNLESS OTHERWISE NOTED):
FRONT U.E. & S.D.E. = 15'
REAR U.E. & S.D.E. = 10'
SIDE U.E. & S.D.E. = 5'

UTILITIES:
ELECTRIC: AMEREN MISSOURI ELECTRIC
CABLE: CHARTER COMMUNICATIONS
SEWER: CITY OF WASHINGTON
TELEPHONE: AT&T
WATER: CITY OF WASHINGTON
UTILITY LOCATE: 1-800-DIG-RITE (344-7483)

CONSTRUCTION NOTES:

1.) UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES, AND UTILITIES MUST BE CONSIDERED APPROXIMATE AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEIR EXACT LOCATION AND THE EXISTENCE OF ANY UTILITY NOT SHOWN. [illegible] UTILITIES SHALL BE LOCATED BOTH HORIZONTALLY AND VERTICALLY TO INSURE CLEARANCE/COVER OF ANY PROPOSED GRADING, SEWER, FOOTINGS, ETC. PRIOR TO CONSTRUCTION. UTILITY COMPANY REPRESENTATIVES SHALL BE ON SITE DURING SUCH TIMES THAT EXCAVATION IS TAKING PLACE IN THE VICINITY OF THEIR FACILITIES.) NO SUB-SURFACE EXPLORATION WAS UNDERTAKEN ON THIS SITE. ALL UNDERGROUND UTILITIES ARE CONSIDERED APPROXIMATE AND ARE NOT CERTIFIED HERETO.
2.) ALL ELEVATIONS ARE BASED ON MODOT VRS NETWORK NAVD 1988.
3.) BOUNDARY INFORMATION FROM DEED OF RECORD.
4.) CONTOURS BASED ON POINT CLOUD DATA FROM THE NATIONAL MAP.
5.) ALL EXCAVATIONS, WHETHER THEY BE UTILITY TRENCHES, BASEMENT EXCAVATIONS, OR FOOTING EXCAVATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION STANDARDS FOR EXCAVATIONS.
6.) PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OFFICE OF THE DEVELOPER FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
7.) ALL WORK MUST BE PERFORMED WITHIN EXISTING OR ACQUIRED EASEMENTS. AGENCY APPROVAL OF THESE PLANS DOES NOT AUTHORIZE OR CONDONE WORK OUTSIDE OF THE EASEMENTS.
8.) ALL CONSTRUCTION METHODS AND MATERIAL SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF WASHINGTON, MISSOURI. IN THE ABSENCE OF ANY APPLICABLE LOCAL STANDARDS, THE REQUIREMENTS SET FORTH HEREIN SHALL GOVERN.
9.) SILTATION AND EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS AND SHALL BE INSPECTED AND MAINTAINED ON A REGULAR BASIS UNTIL SUFFICIENT VEGETATION HAS BEEN ESTABLISHED ON THE SITE TO PREVENT EROSION.
10.) ADDITIONAL SILTATION CONTROL MAY BE REQUIRED AS DIRECTED BY LOCAL GOVERNING AUTHORITY OR THE STATE OF MISSOURI.
11.) SLOPES ON THIS PROJECT SHALL NOT BE GREATER THAN THREE UNITS HORIZONTAL TO ONE UNIT VERTICAL(3:1). IF CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR IMMEDIATE ESTABLISHMENT OF A PERMANENT GROUND COVER, A FAST GERMINATION ANNUAL SUCH AS RYE GRASSES SHALL BE UTILIZED TO PREVENT EROSION.
12.) THE CONTRACTOR SHALL KEEP EXISTING ROADWAY AND SIDEWALKS CLEAN OF MUD AND DEBRIS.
13.) CONTRACTOR TO PROVIDE ADEQUATE ON-SITE PARKING FOR CONSTRUCTION EMPLOYEES.
14.) SCHEDULE "B" OF A CURRENT TITLE REPORT HAS NOT BEEN FURNISHED TO THE LAND SURVEYOR BY THE CLIENT AND NO INVESTIGATION HAS BEEN CONDUCTED AS TO THE PRESENT STATUS OF EASEMENTS OR OTHER RESTRICTIVE CONDITIONS AFFECTING THE SUBJECT LAND.
15.) NO GEOTECHNICAL EVALUATION HAS BEEN COMPLETED BY THIS OFFICE FOR THE SITE. THIS PLAN DOES NOT CERTIFY THAT THE EXISTING SOIL ON SITE IS SUITABLE FOR CONSTRUCTION. THIS OFFICE RECOMMENDS A GEOTECHNICAL ENGINEER BE CONSULTED TO DETERMINE THE SUITABILITY OF THE EXISTING SUBGRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATIONS.
16.) ALL SITE GRADING AND EARTHWORK CONSTRUCTION SHALL COMPLY TO THE GEOTECHNICAL REPORT RECOMMENDATIONS.
17.) CONTRACTOR MUST RECEIVE ALL REQUIRED PERMITS FROM THE LOCAL GOVERNING OFFICIALS AND THE STATE OF MISSOURI PRIOR TO ANY EXCAVATION.
18.) NO PARKING ALLOWED OUTSIDE OF DESIGNATED PARKING AREAS.
19.) CONTRACTOR TO COORDINATE THE ELECTRICAL CONNECTION TO THE NEW BUILDING WITH THE OWNER.
20.) ALL WATER MAIN SHALL BE SDR 21 CLASS 200 PVC (OR CLASS 900 WITH A 200 PSI WORKING PRESSURE) TO MEET AWWA C900 STANDARDS.
21.) ALL ELECTRICAL, SANITARY SEWER, AND WATER SERVICE CONNECTIONS TO THE BUILDING SHALL BE COORDINATED WITH THE MEP DRAWINGS AND THE CITY OF WASHINGTON.
22.) THE APPLICANT USING THIS PLAN TO OBTAIN BUILDING PERMITS, IS SOLELY RESPONSIBLE FOR CONTACTING ALL UTILITIES TO ENSURE THERE ARE NO UTILITY CONFLICTS WITH THE PROPOSED IMPROVEMENTS AS SHOWN HEREON.
23.) 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, MO. THE MAINTENANCE COSTS SHALL BE SHARED EQUALLY WITH EACH OWNER OF ANY LOT SERVED BY THE STORM WATER MANAGEMENT SYSTEM.
24.) EACH LOT OWNER RETAINS THE RIGHT TO MAINTAIN AND REPAIR THE SEWER LATERAL SERVICING THEIR LOT TO THE SEWER MAIN. SAID MAINTENANCE AND REPAIR SHALL BE PERFORMED WITHIN ALL APPLICABLE EASEMENTS AS SHOWN ON THE FINAL PLAT.

LEGEND

- FOUND MONUMENT
- SET 1/2" IRON ROD UNLESS NOTED
- ESS—ESS EXISTING SANITARY SEWER LINE
- SS—SS PROPOSED SANITARY SEWER LINE
- OHE—OHE OVERHEAD ELECTRIC
- UGE—UGE UNDERGROUND ELECTRIC
- GAS—GAS GAS LINE
- TEL—TEL EXISTING TELECOMMUNICATIONS LINE
- EW—EW EXISTING WATER LINE
- W—W PROPOSED WATER LINE(DR14 CLASS 900)
- STORM SEWER
- X—X EXISTING FENCE LINE
- FM—FM FORCE MAIN
- P—P PIPE LINE
- (SMALL TREES MAY NOT BE SHOWN)
- TREE LINE
- BRUSH/SHRUB LINE
- GUARD RAIL
- CLEAN OUT
- GUY ANCHOR
- TELEPHONE BOX
- TBM TEMPORARY BENCHMARK
- SIGN
- UTILITY POLE(U.P.)
- WATER VALVE
- LIGHT POLE
- GAS VALVE
- WATER METER
- FIRE HYDRANT
- GRATED INLET/YARD DRAIN
- SINGLE CURB INLET(CI)
- DOUBLE CURB INLET(DCI)
- AREA INLET(AI)
- STORMWATER JUNCTION BOX(JB)
- STORMWATER DRAINAGE DIRECTION
- HANDICAPPED PARKING SPACE
- 894.0 FINISHED GRADE SPOT ELEVATION
- BOC TOP BACK OF CURB
- FL FLOW LINE
- TRAFFIC FLOW DIRECTION
- WATER LATERAL
- SANITARY LATERAL
- EXISTING SANITARY MANHOLE(MH)
- PROPOSED SANITARY MANHOLE(MH)
- STREET LIGHT
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE
- PROPOSED CONCRETE

CURVE TABLE

NUMBER	CHORD DIRECTION	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 70°32'00" W	38.02	385.64	38.03
C2	N 70°33'00" W	28.10	400.64	28.11



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

PRELIMINARY PLAT

A TRACT OF LAND BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SEC. 35, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

PRELIMINARY
NOT FOR CONSTRUCTION

Kristopher H. Wolfe, P.E.-2008019819
P.E. for Wunderlich Surveying & Engineering Inc

THIS SEAL IS FOR DESIGN ONLY AND NOT CONSTRUCTION INSPECTION OR STAKING OUT OF IMPROVEMENTS

SHEET
1 OF 1

8b

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: 9/23/26

Applicant Information:

Name: Richard Kleinheider Const Phone: 636-221-1456

Address: PO Box 1606 63090

Do you own the subject property? ☐ Yes ☐ No
If not, please provide ownership information here:

Name: Ruth Jacain Phone: 636-221-1456

Address: 1174 Bicker Rd 63080

Name of Proposed Subdivision: Bicker Meadows

Number of Lots Proposed: 3 Zoning District(s): _____

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: [signature]

APPLICANT/COMPANY NAME (Printed): Richard Kleinheider Const

LANDOWNER SIGNATURE(s): [signature]

LANDOWNER NAME (Printed): Richard Kleinheider Const

8b

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF BIEKER MEADOWS IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

WHEREAS, the Final Plat of Bieker Meadows, in the City of Washington, Missouri has been submitted to the City for approval; and

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

WHEREAS, the City Council granted Preliminary Plat approval of Bieker Meadows on October 19, 2026.

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

SECTION 1: The Final Plat of Bieker Meadows, in the City of Washington, Missouri, is hereby approved and the same is ordered recorded in the Office of the Recorder of Deeds of Franklin County, Missouri.

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval.

Passed:_____

ATTEST:_____ _____

President of City Council

Approved:_____

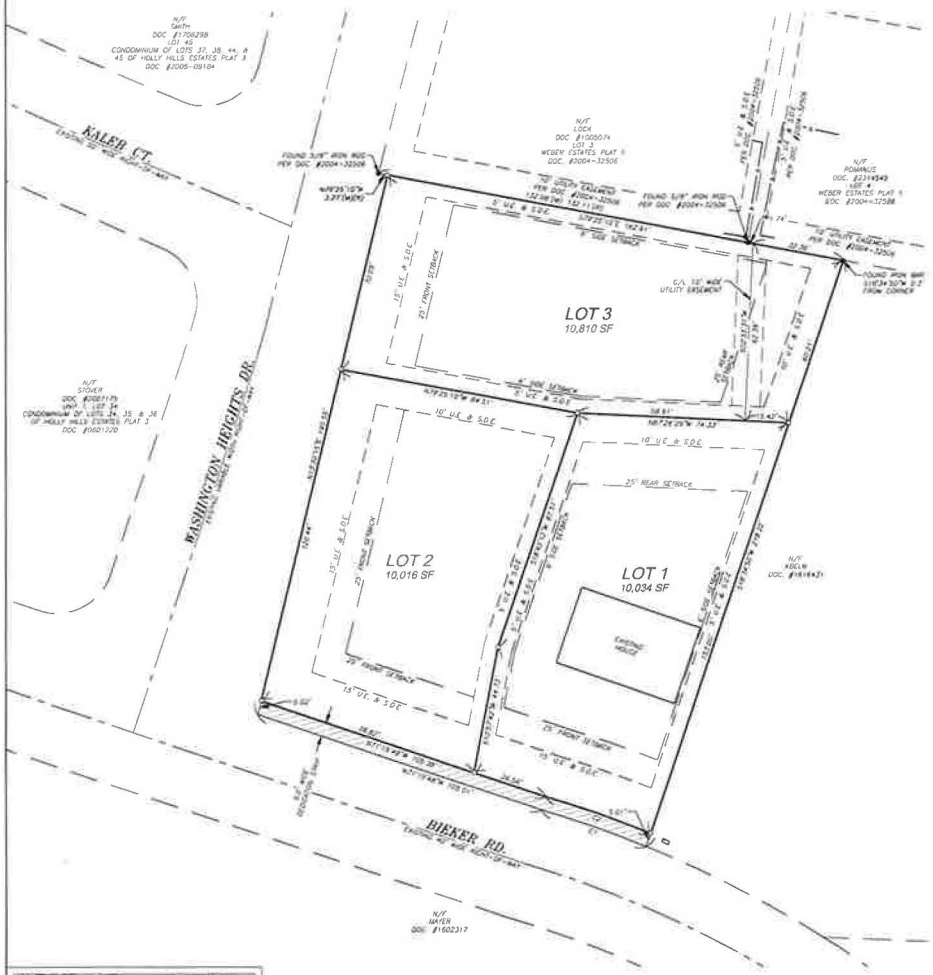
ATTEST:_____ _____

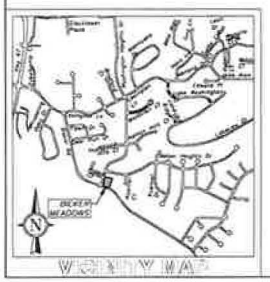
Mayor of Washington, Missouri

8c

BIEKER MEADOWS

A TRACT OF LAND BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SEC. 35, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI







SCALE 1" = 20'

● = FOUND IRON ROD
○ = SET 1/2" IRON ROD UNLESS NOTED OTHERWISE

U.E. = UTILITY EASEMENT
S.D.E. = STORM DRAINAGE EASEMENT
SF = SQUARE FEET

ACCURACY STANDARD = URBAN PROPERTY

DEED REFERENCE DOC. #2021237

BEARINGS BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE (GRID NORTH)

CURRENTLY ZONED "R-1A"

R-1A ZONING

SETBACKS:
FRONT YARD = 25'
SIDE YARD = 8'
REAR YARD = 25'

MINIMUM UTILITY EASEMENT WIDTHS:
(MAY NEED BE GRAPHICALLY DEPICTED HEREON)
FRONT = 15'
REAR = 15'
SIDE = 5'

NOTES:

Schedule B of a current title report has not been furnished to the Land Surveyor by the Client and no investigation has been conducted as to the present status of easements or other restrictive conditions affecting the subject land.

Fence line encroachments will not necessarily be shown.

Lot stakes will not be provided unless specifically requested.

Furthermore, without a current title report, the land surveyor makes no guarantee the owners as shown hereon are correct.

Anything not visible from the surface is not certified to.

Conveyance by deed shall follow recordation of plat to change ownership.

The land surveyor makes no guarantee that access to the lands as shown hereon has been granted, identified, or reserved.

CURVE TABLE				
NUMBER	CHORD DIRECTION	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 77°57'30" W	38.02	383.64	38.03
C2	N 78°33'30" W	38.16	400.64	38.11

CERTIFICATES:

I, the undersigned owner of the tracts of land shown hereon have caused the same to be surveyed and subdivided into lots in the manner shown hereon. Said subdivision shall be known as "BIEKER MEADOWS".

The setback lines are established as shown hereon.

The utility easements shown on the plat are hereby granted to the City of Washington, Southwestern Bell Telephone Company, Union Electric Company, Spire Energy and their successors and assigns for installation and maintenance of public utilities. The utility easements shown hereon are also hereby dedicated for the construction and maintenance of sewer laterals leading from the sanitary sewer main to the lot it which it serves.

The undersigned owners hereby dedicate all storm sewer easements and storm drainage easements identified hereon to the use of the public for stormwater drainage facilities.

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, Missouri. The maintenance costs shall be shared equally with each owner of any lot served by the storm water management system.

The undersigned owner hereby dedicates the 5 foot widening strip adjoining Bieker Road as shown hatched (▨) hereon to the City of Washington, Missouri for public use forever.

The data are subject to restrictions of record, as now exist, or may be subsequently recorded or amended.

IN WITNESS WHEREOF, I have hereunto set my hands this _____ day of _____, _____.

RICHARD KLEINHEIDER CONSTRUCTION CO.

_____
Richard Kleinheider, President

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared Richard Kleinheider, President of Richard Kleinheider Construction Co., known to me to be the person who executed the within subdivision in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated and acknowledged that he executed the same as his free act and deed

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

My term expires _____

_____
Notary Public

I, Doug Trentmann, Collector of Revenue for Franklin County, Missouri, first being duly sworn deposes and say that I am familiar with the land belonging to Richard Kleinheider Construction Co. and subdivided as "BIEKER MEADOWS" and further state that there are no delinquent tax assessments on the aforesaid land shown due Franklin County.

_____
Doug Trentmann
Collector of Revenue
Franklin County, MO

I, Sherri Klekamp, City Clerk for and within the City of Washington, Missouri, do hereby certify that the above plat of "BIEKER MEADOWS" was approved by the City Council of Washington, Missouri, by Ordinance No. _____, passed and approved the _____ of _____, _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Washington, Missouri, this _____ day of _____, _____.

_____
Sherri Klekamp
City Clerk, Washington, MO

I, Cameron Lueken, hereby certify to Richard Kleinheider and Richard Kleinheider Construction Co. that this survey was completed under my direct supervision, and to the best of my knowledge, information and professional judgment the results shown hereon are correct and are made in compliance with the current standards for property boundary surveys of the Missouri Dept. of Insurance, Financial Institutions and Professional Registration (20 CSR 2030-16.6) as set forth thereon.

Cameron Lueken
P.L.S. 2020018430
P.L.S. for Wunderlich Surveying & Engineering Inc.
Franklin County Surveyor

WUNDERLICH
SURVEYING & ENGINEERING INC
513 EAST MAIN STREET UNION, MO 63084
(636) 583-8400
MISSOURI STATE CERTIFICATE OF AUTHORITY:
CIVIL ENGINEERING: 2011084
LAND SURVEYING: 2003018

BIEKER MEADOWS

A TRACT OF LAND BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SEC. 35, T44N, R1W OF THE 5TH P.M. IN THE CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI

SCALE: 1"=20'		SHEET
JOB #: 2021		
DATE: 10-13-2021		1 OF 1
SEC. 35 T 44 R 1E	REV:	
DWN: NM	REV:	
X_CHECK:	REV:	

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