

Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.



**CITY OF WELDON SPRING
BOARD OF ALDERMEN REGULAR MEETING
ON TUESDAY, JANUARY 10, 2023, AT 7:30 P.M.
WELDON SPRING CITY HALL
5401 INDEPENDENCE ROAD
WELDON SPRING, MISSOURI 63304**

******TENTATIVE AGENDA******

A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will be in person at 5401 Independence Road Weldon Spring, Missouri, 63304. Also, the public can attend virtually by video-conference and/or audio-conference call, you may attend the meeting on a desktop, laptop, mobile device, or telephone by following the highlighted instructions below.

Link to join Zoom Video-Conference Meeting:

<https://us02web.zoom.us/j/85665879998?pwd=Uk5weFJ2cEhNM3ZsZUpLbStoSElzd09>

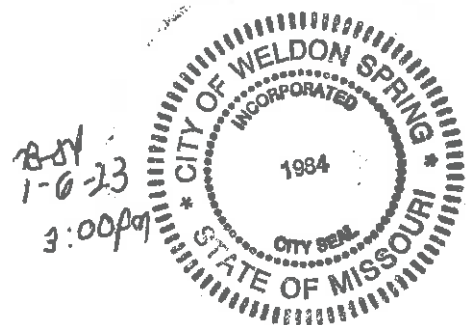
Meeting ID: 856 6587 9998

Password: WS.BOA

Or by telephone dial: 1-312-626-6799

Meeting ID: 856 6587 9998

Password: 225258



Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.

******BOARD OF ALDERMEN REGULAR AGENDA – 1/10/23 at 7:30 PM******

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
 - A. Ald. Baker _____ Ald. Kolb _____ Ald. Clutter _____
 - Ald. Martiszus _____ Ald. Conley _____ Ald. Yeager _____
- 4. CITIZENS COMMENTS** (Citizens that would like to address the Board should fill out a comment card and remit it to the City Clerk. Comments should be limited to three minutes.)
- 5. APPROVAL OF MINUTES**
 - A. December 13, 2022 – Regular Board Meeting Minutes
- 6. CITY TREASURER’S PACKET:**
 - A. Paid Bills (December 7, 2022 – January 3, 2023)
 - B. Credit Cards Bills (December 2022)
- 7. UNFINISHED BUSINESS**
 - A. Bill #1192 –
An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Amended Pre-Annexation Agreement with JSE 94 L.L.C & Matters Relating Thereto – **Alderman Yeager**
- 8. NEW BUSINESS**
 - A. Civil Engineering Service – Park Improvements – RFQ Results – **City Administrator**
 - B. Prosecuting Attorney Appointment – **Mayor Licklider**
- 9. REPORTS & COMMITTEES**
 - A. Public Safety Report – **SCCPD Representative**
 - B. Parks & Recreation Advisory Committee (PRAC) – **Alderman Martiszus**
 - C. City Administrator Report – **City Administrator**
 - D. City Attorney Report – **City Attorney**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**

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Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.

CITY OF WELDON SPRING
REGULAR MEETING OF THE BOARD OF ALDERMEN
DECEMBER 13, 2022

CALL TO ORDER: The regular meeting of the Board of Aldermen of the City of Weldon Spring was held on Tuesday, December 13, 2022, at approximately 7:30 PM. The meeting was held at the Weldon Spring City Hall, which is located at 5401 Independence Road. Mayor Donald Licklider called the meeting to order at 7:30 PM.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

ROLL CALL AND DETERMINATION OF QUORUM: On a roll call, the following members were present:

Ward 1:	Alderman Clutter	Alderman Yeager
Ward 2:	Alderman Conley	Alderman Kolb
Ward 3:		

Alderman Baker and Alderman Martiszus were absent. A quorum was declared.

PUBLIC COMMENTS

Jack House, 670 Willow Lake Court: He spoke in favor of the Wolfrum Road Trail Extension.

MINUTES

November 8, 2022, Board Meeting Minutes – Alderman Clutter moved to approve the minutes from November 8, 2022, regular meeting as written. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes.

TREASURER'S REPORT

Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from November 1, 2022, to December 6, 2022, and the November 2022 Credit Card Bills as submitted. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

City Hall Roof Replacement Project Bid Results: Alderman Clutter made a motion to accept the \$19,400 bid from Caseletto Contracting to replace the roof on City Hall and the large pavilion in Weldon Spring City Park. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes.

Wolfrum Road Trail Extension Bid Results: Alderman Clutter made a motion to accept the \$174,170.45 bid from E. Meier Contracting for the Wolfrum Road Trail Expansion. The motion was seconded by Alderman Yeager. **Motion carried** with 4 ayes.

2023 Reserve Fund Target: Alderman Clutter made a motion to adjust the reserve fund and increase the balance by \$101,728 to a total of \$1,017,778. The motion was seconded by Alderman Yeager. The **motion carried** with 4 ayes.

Bill #1192 - An Ordinance Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute an Amended Pre-Annexation Agreement with JSE 94 L.L.C & Matters Relating Thereto: Alderman Yeager moved to introduce Bill #1192 for its first reading by title only. Alderman Clutter seconded the motion and the **motion carried**.

Bill #1192 was tabled in accordance with City Code.

A Resolution of the City of Weldon Spring, Missouri, to Adopt a Plan that Assist Subdivisions with Private Streets in their Efforts to Dedicate Such Streets to the City (Discussion): This was only brought to the Board for discussion purposes. After a lengthy discussion, Alderman Yeager made a motion to direct City staff to research this topic and bring some options back to the Board on ways the City can assist homeowner associations in regards of turning their streets from private to public streets, seconded by Alderman Clutter. **Motion carried** with 4 ayes.

Municipal Judge Appointment: As required as part of the contract with the City of O'Fallon for Municipal Court services, Alderman Clutter made a motion to accept the appointment of Tim Engelmeyer by Mayor Hennessy, from the City of O'Fallon, as the Municipal Judge for the Weldon Spring Municipal Court, seconded by Alderman Yeager. **Motion carried** with 4 ayes.

1090 Whitmoor Drive Escrow Release: Alderman Clutter made a motion to release \$5,000.00 from escrow for construction of home at 1090 Whitmoor Drive, seconded by Alderman Yeager. **Motion carried** with 4 ayes.

REPORTS AND COMMITTEES:

Public Safety Report: The November Crime Statistic Report was submitted to the elected officials prior to the meeting.

Parks & Recreation Advisory Committee (PRAC): Michael Padella (City Administrator) stated that the committee has recently discussed a tentative schedule for all the events in 2023. Also, Mr. Padella summarized the next steps in the process for the park improvements.

Finance Committee: Alderman Clutter briefly discussed the new City's investment portfolio with Modular Open Source Identity Platform (MOSIP). A brief discussion took place.

City Administrator Report: The City Administrator Report was submitted to the Board prior to the meeting.

Alderman Clutter asked for a timeline to receive more information on the other 4 "short" walking facility extensions, which was identified by the Board earlier this year and voted on at the last Board meeting. A brief discussion took place.

RECEIPTS & COMMUNICATIONS:

Alderman Clutter asked about a status on scheduling a Work Session to discuss public safety camera systems. Mr. Padella said that it would be premature to schedule a Work Session in December, but the goal is to have a Work Session scheduled sometime in January.

ADJOURNMENT:

Alderman Kolb moved to adjourn the meeting at 8:42 PM and Alderman Clutter seconded the motion. **Motion carried** with 4 ayes.

Respectfully submitted,

William C. Hanks
City Clerk

**PAID BILLS TO BE APPROVED
DECEMBER 6, 2022 -- JANUARY 3, 2023**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
10TH DAY OF JANUARY 2023 _____, MAYOR

12/7/22 THRU 1/3/2023

ACCOUNTS PAYABLE CLAIMS REPORT

<u>VENDOR</u>	<u>REFERENCE</u>	<u>GL ACCT NO</u>	<u>AMOUNT</u>	<u>CHECK #</u>	<u>CHECK DATE</u>
AMERICAN SOLUTION FOR BUSINESS	NEWSLETTER	10-10-5243	\$ 131.00	10230057	12/20/2022
ANIMAL CARE SERVICE INC	DECEASED DEER REMOVAL	22-22-5440	\$ 125.00	9587	12/8/2022
CASALETTO CONTRACTING	DOWN PAYMENT/ROOF REPLACEMENT	20-20-5241	\$ 6,790.00	16662	12/21/2022
CLAUDE C KNIGHT	MUNI COURT JUDGE	10-10-5303	\$ 300.00	16658	12/6/2022
COCHRAN	WOLFRUM RD TRAIL EXTENSION	20-20-5314	\$ 1,172.08	9591	12/20/2022
COCHRAN	PEDESTRIAN CROSSING EVAL/DESIG	20-20-5314	\$ 1,432.50	9595	12/20/2022
COTTEVILLE/WELDON SPRING	CHAMBER MTG 12/13/22	10-10-5201	\$ 20.00	9586	12/8/2022
COTTEVILLE/WELDON SPRING	2023 GMM LUNCH PASS-M JORDAN	10-10-5201	\$ 275.00	9590	12/20/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-02-2110	\$ 51.70	9596	12/20/2022
DELTA DENTAL OF MISSOURI	EMPLOYEES DENTAL INSURANCE	10-10-5130	\$ 252.39	9596	12/20/2022
DON LICKLIDER	MILEAGE	10-10-5202	\$ 24.38	16664	1/3/2023
DON LICKLIDER	DISCRETIONARY EXPENSE	10-10-5205	\$ 5.00	16664	1/3/2023
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2119	\$ 157.36	9585	12/8/2022
GLOBE LIFE	SUPPLEMENTAL INS	10-02-2120	\$ 12.00	9585	12/8/2022
GWOKS	2023 ANNUAL FEE/SIMPLICITY	10-10-5324	\$ 5,550.00	9589	12/12/2022
HEAVY DUTY EQUIPMENT	MOWER REPAIR	20-20-5237	\$ 712.02	9593	12/20/2022
MISSOURI DEPT OF REVENUE	CRIME VICTIM NOV 22	10-02-2511	\$ 35.65	16660	12/20/2022
MISSOURI DEPT OF REVENUE	CRIME VICTIM DEC 22	10-02-2511	\$ 14.26	16665	1/3/2023
MISSOURI MUNICIPAL LEAGUE	MUNI MEMBERSHIP FEE 2023	10-10-5204	\$ 1,117.38	9592	12/20/2022
MO DEPT OF PUBLIC SAFETY	P.O.S.T. NOV 22	10-02-2521	\$ 5.00	16661	12/20/2022
MO DEPT OF PUBLIC SAFETY	P.O.S.T. DEC 22	10-02-2521	\$ 2.00	16666	1/3/2023
MOPERM	AUTO LIABILITY	10-10-5207	\$ 4,995.00	9584	12/6/2022
MOPERM	PROPERTY/FIDELITY & CRIME	10-10-5206	\$ 4,364.00	95841023	12/6/2022
MUNIWEB	WEBSITE HOSTING	10-10-5210	\$ 180.00	10230059	12/23/2022
MUNIWEB	SSL CERTIFICATE-2 YR	10-10-5243	\$ 120.00	10230059	12/23/2022
PURITAN SPRING WATER	BOTTLE WATER	20-20-5255	\$ 29.81	10230058	12/20/2022
SUE STEIGER	MILEAGE REIMB	10-10-5202	\$ 11.25	10230049	12/21/2022
SUE STEIGER	9 DESK CALENDARS/ 2 PLANNERS	10-10-5243	\$ 133.98	10230049	12/21/2022
TERRA ENGINEERING LTD	TRAFFIC ENGINEERING	22-22-5314	\$ 2,437.50	9588	12/8/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-02-2110	\$ 703.75	9594	12/20/2022
UNITED HEALTHCARE	EMPLOYEE HEALTH INS	10-10-5132	\$ 3,290.92	9594	12/20/2022
WEX BANK	FLEET GAS CARD	20-20-5237	\$ 185.97	9583	12/6/2022
Accounts Payable Total			\$ 34,636.90		

PAID CREDIT CARD BILLS TO BE APPROVED
Dec-22

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS
10TH DAY OF JANUARY 2023 _____, MAYOR

ENTERED
1/5/23

[illegible]

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF
WELDON SPRING, MISSOURI, TO EXECUTE AN AMENDED PRE-ANNEXATION
AGREEMENT WITH JSR 94 L.L.C, & MATTERS RELATING THERETO

WHEREAS, JSR 94 L.L.C is registered with the Missouri Secretary of State Office as a limited liability company, as well as the successor-in-interest to Triad Crossing, L.L.C; and

WHEREAS, Triad Crossing L.L.C, and the City of Weldon Spring entered into a Pre-Annexation Agreement on April 5, 2004, which covers a certain tract of real property in St. Charles County, Missouri, as legally described in "Exhibit A" of the agreement; and

WHEREAS, the said real property was annexed into the City of Weldon Spring with the passage of Ordinance 04-07 on April 5, 2004, which was recorded with the St. Charles Recorder of Deeds Office; and

WHEREAS, JSR 94, L.L.C, and the City of Weldon Spring has agreed to amend said Pre-Annexation Agreement from 2004.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:

SECTION 1: That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby agrees that the 2004 Agreement with JSR 94, LLC, is hereby amend the Pre-Annexation Agreement with the passage of this Ordinance, which is attached hereto as "First Amendment to Pre-Annexation Agreement"

SECTION 2: That this Ordinance shall be in full force and effect upon its enactment and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS _____ DAY OF _____ 2022.

Donald D. Licklider, Mayor

Attest:

William C. Hanks, City Clerk

To approve: Bill #

Motioned: _____

Seconded: _____

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Baker	_____	_____	_____
Clutter	_____	_____	_____
Conley	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Lickliden	_____	_____	_____

Absent: _____

FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT (this “**Amendment**”) is made effective as of November ____, 2022 by and between JSR 94 LLC, a Missouri limited liability company, and successor-in-interest to Triad Crossing L.L.C. (“**Owner**”) and **CITY OF WELDON SPRING**, a municipal corporation organized and existing under the virtue of the laws of the State of Missouri (“**City**”).

RECITALS:

A. Triad Crossing L.L.C. and the City entered into a certain Pre-Annexation Agreement as of April 5, 2004 (“**Pre-Annexation Agreement**”) covering the real property located in St. Charles County, Missouri as legally described on **Exhibit A** attached hereto and incorporated herein by reference (“**Annexed Property**”).

B. Owner is successor-in-interest to Triad Crossing L.L.C. under the Pre-Annexation Agreement with respect to certain parcels of the Annexed Property, including the parcel legally described on **Exhibit B** attached hereto (“**Subject Property**”).

C. Owner and the City desire to amend the Pre-Annexation Agreement so that the Pre-Annexation Agreement shall no longer apply to the Subject Property.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

1. **Property.** The Subject Property is hereby released from the terms and conditions of the Pre-Annexation Agreement and shall be fully subject to the laws, ordinances and codes of the City of Weldon Spring.
2. **Ratification; Unaltered Provisions.** Owner and the City hereby ratify and confirm all of their obligations under the Pre-Annexation Agreement. The remaining provisions of the Pre-Annexation Agreement not explicitly mentioned herein shall remain unaltered and in full force and effect.
3. **Definitions.** Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to such terms in the Pre-Annexation Agreement.
4. **Partial Invalidity.** If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law.
5. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
6. **Entire Agreement; No Other Modification.** This Amendment is the final expression of, and contains the entire agreement among, the parties hereto with respect to the subject matter set forth herein and may not be modified other than by an agreement in writing signed each party hereto. Except as expressly modified by this Amendment, all terms and conditions of the Pre-Annexation Agreement, together with any and all exhibits thereto, shall remain unmodified and are in full force and effect and enforceable in accordance with their terms. In the event of a conflict between the Pre-Annexation Agreement and this Amendment, the terms and provisions of this Amendment shall control.

7. Governing Law; Venue. The parties hereto expressly agree that this Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Missouri.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute a separate document but all of which together shall constitute one and the same agreement. Signature pages may be detached and reattached to physically form one document. A signature scanned and sent by facsimile and/or e-mail shall be binding as an original signature.

IN WITNESS WHEREOF, Owner and the City have executed this Amendment as of the date first set forth above.

[Signatures on Following Page]

Owner Signature Page

IN WITNESS WHEREOF, Owner has executed this Amendment as of the day and year first above written.

OWNER:

**JSR 94 LLC, a
Missouri limited liability company**

By: _____
Scott Ross, Manager

City Signature Page

IN WITNESS WHEREOF, the City has executed this Amendment as of the day and year first above written.

CITY:

**CITY OF WELDON SPRING
A MISSOURI MUNICIPAL CORPORATION**

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description of the Annexed Property

A tract of land being part of U.S. Surveys 1785 and 292, Township 46 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows:

BEGINNING at a point in the eastern right-of-way line of Wolfrum Road (variable width) and the southwest corner of a tract of land now or formerly of Kermit E., Vernon H., and Donald M. Kisker, et al. as recorded in Deed Book 1586, page 1854 of the St. Charles County, Missouri Recorder's Office; thence leaving the eastern line of Wolfrum Road (variable width) along the south line of said Kisker, et al. tract of land, North 74° 04' 14" East a distance of 708.69 feet to a point, said point being the southeast corner of a tract of land now or formerly of Frank and Donna Lee Casella, h/w, as recorded in Deed Book 881, Page 734 of said Recorder's Office; thence along the east line of said Casella tract of land, North 18° 08' 46" West a distance of 152.49 feet to a point in the south line of Old Highway 94 (60' wide) a.k.a. Westwood Drive; thence along said south line of Old Highway 94 North 70° 54' 50" East, a distance of 7.75 feet to a point; thence North 63° 14' 04" East a distance of 149.80 feet to a point; thence North 59° 51' 04" East a distance of 197.52 feet to a point, said point being the intersection of the south line of the aforementioned Old Highway 94 (60' wide) and the north line of State Highway Route 94; thence leaving said south line of Old Highway 94 (60' wide) South 56° 23' 56" East a distance of 58.60 feet to a point; thence continuing along the north line of said State Highway Route 94 South 33° 36' 04" West a distance of 720.45 feet to a point; thence South 32° 01' 09" West a distance of 543.32 feet to a point; thence South 33° 36' 04" West a distance of 66.67 feet to a point; thence along a curve to the right having a radius of 2,421.56 feet, a length of 126.79 feet, a chord which bears South 35° 06' 04" West a chord distance of 126.78 feet to a point of compound curve; thence continuing along a curve to the right having a radius of 1,784.86 feet, an arc length of 74.36 feet, a chord which bears South 37° 47' 41" West a chord distance of 74.35 feet to a point in the former centerline of Wolfrum Road (40' wide) (vacated by Ordinance #00-37 Amended Bill #1618, April 27, 2000); thence along said centerline North 12° 15' 52" West, 275.62 feet to a point; thence along a curve to the left having a radius of 327.00 feet, an arc length of 71.44 feet, a chord which bears North 04° 03' 36" East a chord distance of 71.30 feet to a point in the east line of the aforementioned Wolfrum Road (variable width); thence along said east line of Wolfrum Road North 12° 13' 52" West a distance of 97.11 feet to a point; thence North 12° 05' 04" West a distance of 375.50 feet to the POINT OF BEGINNING and containing 408,295 square feet or 9.373 acres more or less.

Exhibit B

Legal Description of the Subject Property

A TRACT OF LAND BEING PART OF LOT 1 OF "TRIAD CROSSING CENTER", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 46 PAGE 285 OF THE ST. CHARLES COUNTY RECORDS, IN U.S. SURVEY 1785, TOWNSHIP 46 NORTH, RANGE 3 EAST, CITY OF WELDON SPRING, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERN CORNER OF SAID LOT 1 OF "TRIAD CROSSING CENTER, SAID POINT ALSO BEING IN THE NORTHWEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 94; THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 09 DEGREES 53 MINUTES 25 SECONDS WEST 201.80 FEET TO THE ACTUAL POINT OF BEGINNING OF THE DESCRIPTION HEREIN; THENCE CONTINUING ALONG SAID WEST LINE OF LOT 1 THE FOLLOWING COURSES AND DISTANCES: NORTH 09 DEGREES 53 MINUTES 25 SECONDS WEST 73.82 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 77 DEGREES 20 MINUTES 26 SECONDS WEST 327.00 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 71.44 FEET; NORTH 09 DEGREES 53 MINUTES 25 SECONDS WEST 97.11 FEET; AND NORTH 09 DEGREES 44 MINUTES 37 SECONDS WEST 21.95 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF LOT 1, NORTH 76 DEGREES 39 MINUTES 35 SECONDS EAST 149.51 FEET TO A POINT; THENCE SOUTH 53 DEGREES 51 MINUTES 58 SECONDS EAST 65.11 FEET TO A POINT; THENCE SOUTH 13 DEGREES 32 MINUTES 45 SECONDS EAST 33.60 FEET TO A POINT; THENCE SOUTH 53 DEGREES 51 MINUTES 58 SECONDS EAST 134.36 FEET TO THE AFORESAID NORTHWEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 94, SAID POINT BEING 129.43 FEET PERPENDICULARLY DISTANT NORTHWEST OF MISSOURI STATE HIGHWAY 94 CENTERLINE STATION 163+46.81; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 94, SOUTH 34 DEGREES 21 MINUTES 36 SECONDS WEST 109.32 FEET TO A POINT BEING 126.41 FEET PERPENDICULARLY DISTANT NORTHWEST OF MISSOURI STATE HIGHWAY 94 CENTERLINE STATION 162+37.53; THENCE LEAVING SAID NORTHWEST RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 94, SOUTH 76 DEGREES 27 MINUTES 15 SECONDS WEST 234.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.393 ACRES, ACCORDING TO A SURVEY BY BAX ENGINEERING COMPANY DURING MAY, 2022.