



# CITY OF CAPE GIRARDEAU, MISSOURI

## City Council Agenda

Stacy Kinder, Mayor  
Dan Presson, Ward 1  
Tameka Randle, Ward 2  
Nate Thomas, Ward 3  
David J. Cantrell, Ward 4  
Rhett Pierce, Ward 5  
Mark Bliss, Ward 6

City Council Chambers  
City Hall  
44 N. Lorimier St

Agenda Documents, Videos  
Minutes, and Other Information:  
[www.cityofcape.org/citycouncil](http://www.cityofcape.org/citycouncil)

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**May 6, 2024**  
**5:00 PM**

- Individuals desiring to speak about items NOT on the agenda must register no later than 12:00 pm, on Monday, May 6, 2024, by using the form found at [cityofcape.org/council](http://cityofcape.org/council), by emailing [cityclerk@cityofcape.org](mailto:cityclerk@cityofcape.org), or by calling 573-339-6320.

### **Invocation**

Rev. Bruce Baxter of United Methodist- District Superintendent in Cape Girardeau

### **Pledge of Allegiance**

### **Study Session**

No action will be taken during the study session

### **Presentations**

### **Communications/Reports**

### **Items for Discussion**

- Appearances by Advisory Board Applicants
- Cape Girardeau Water System Presentation
- Consent Agenda Review

### **Regular Session**

### **Call to Order/Roll Call**

### **Adoption of the Agenda**

## Public Hearings

1. A public hearing to consider a request to rezone property located at 728 Good Hope Street from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District). (Item No. 9; BILL NO. 24-50)

## Consent Agenda

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Cape Girardeau City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. Staff recommends approval of the Consent Agenda. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

2. Approval of the April 15, 2024, City Council Regular Session Minutes.
3. BILL NO. 24-45, an Ordinance approving the record plat of Baldwin Farms Subdivision. Second and Third Readings.
4. BILL NO. 24-46, an Ordinance accepting Easements from various property owners for properties adjacent to Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 24-49, a Resolution Authorizing the City Manager to execute an Agreement with Fronabarger Concreters, Inc., for Minnesota Avenue - MO Route 74 Intersection Improvements, in the City of Cape Girardeau, Missouri. Reading and Passage.
6. Approval of the transfer of ownership of the special use permit for 3037 Lexington Avenue.

## Items Removed from Consent Agenda

7. BILL NO. 24-47, a Resolution authorizing the City Manager to execute a Lease Agreement with Partners for Good Hope, NP, for a Police Substation located at 629 Good Hope Street, in the City of Cape Girardeau, Missouri. Reading and Passage. DEV - Trevor Pulley
8. BILL NO. 24-48, a Resolution authorizing the City Manager to execute an Agreement with Chemco Systems, L.P., for the Procurement of a Lime System at the Cape Rock Water Treatment Plant, in the City of Cape Girardeau, Missouri. Reading and Passage. DEV - Trevor Pulley

## New Ordinances

### **Mayor will ask for appearances after each Ordinance is read.**

Individuals who wish to make comments regarding the item must be recognized by the Mayor/Mayor Pro Tempore. Each speaker is allowed 3 minutes and must stand at the public microphone and state his/her name and address for the record. The timer will buzz at the end of the speaker's time.

9. BILL NO. 24-50, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 728 Good Hope Street, in the City and County of Cape Girardeau, Missouri, from C-1 to R-3. First Reading. DEV - Ryan Shrimplin
10. BILL NO. 24-51, an Ordinance approving the record plat of Latham's First Subdivision. First Reading. DEV - Ryan Shrimplin
11. BILL NO. 24-52, an Ordinance approving the record plat of Seyer Enterprises Subdivision. First Reading. DEV - Ryan Shrimplin
12. BILL NO. 24-53, an Ordinance authorizing the issuance of Special Tax Bills for various properties for the demolition of dangerous buildings and for the abatement of nuisances, located in the City and

## **Appointments**

13. Appointments to the Downtown Cape Girardeau Community Improvement District Board of Directors.

## **Other Business**

### **Appearances regarding items not listed on the agenda.**

This is an opportunity for the City Council to listen to comments regarding items not listed on the agenda. The Mayor may refer any matter brought up to the City Council to the City Manager if action is needed. Individuals who wish to make comments must first be recognized by the Mayor or Mayor Pro Tempore. Each speaker is allowed 3 minutes. Please face and speak directly to the City Council as a whole. The Mayor and Council Members will not engage or answer questions during the speaker's time at the podium. The timer will sound at the end of the speaker's time.

## **Meeting Adjournment**

## **Closed Session**

The City Council of the City of Cape Girardeau, Missouri, may, as a part of a study session or regular or special City Council meeting, vote to hold a closed session to discuss issues listed in RSMo. Section 610.021, including but not limited to: legal actions, causes of legal action or litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, personnel issues, or confidential or privileged communications with its attorneys.

## **Future Appointments and Memos**

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-077**

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**SUBJECT**

A public hearing to consider a request to rezone property located at 728 Good Hope Street from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District).

**EXECUTIVE SUMMARY**

A public hearing has been scheduled for May 6, 2024 to consider a request to rezone property located at 728 Good Hope Street from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District). An ordinance rezoning the property to R-3 is on this agenda as a separate item.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 728 Good Hope Street. The applicant is requesting that the property be rezoned from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District).

The adjacent properties are zoned R-4 (Medium Density Multifamily Residential District) to the north, C-1 (General Commercial District) to the east and west, and CBD (Central Business District) to the south. This area is characterized by residential (single-family, two-family, and multifamily) and commercial uses. The Cape Vision 2040 Future Land Use Map shows the subject property as Urban Mixed Use.

A public hearing has been scheduled for May 6, 2024 to consider the rezoning request. An ordinance rezoning the property to R-3 is on this agenda as a separate item.

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property contains a vacant two-family dwelling (duplex). Residential uses are not permitted in the C-1 district. The two-family dwelling was a nonconforming use under the Zoning Code. However, the nonconforming status has expired due to the length of vacancy. The owner wishes to renovate the building and resume using it as a two-family dwelling. The R-3 district permits two-family dwellings by right. The building was constructed as a two-family dwelling, and it is located in an area containing a mix of residential and commercial uses. For these reasons, the proposed R-3 district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the rezoning request.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission held a public hearing at its April 10, 2024 meeting and recommended

approval of the rezoning request by a vote of 6 in favor, 0 in opposition, and 1 abstaining.

## PUBLIC OUTREACH

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The City Council's public hearing was advertised in the Southeast Missourian on April 20, 2024. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

<b>ATTACHMENTS:</b>	
Name:	Description:
<input type="checkbox"/> <a href="#">Staff_Review-Referral-Action_Form.pdf</a>	728 Good Hope Street - Staff RRA Form
<input type="checkbox"/> <a href="#">Map - 728 Good Hope Street - Zoning.pdf</a>	728 Good Hope Street - Zoning Map
<input type="checkbox"/> <a href="#">Map - 728 Good Hope Street - FLU.pdf</a>	728 Good Hope Street - FLU Map
<input type="checkbox"/> <a href="#">Application - 728 Good Hope Street Rezoning.pdf</a>	728 Good Hope Street - Application
<input type="checkbox"/> <a href="#">Sec. 30-66. - C-1 General Commercial District.pdf</a>	C-1 District Regulations
<input type="checkbox"/> <a href="#">Sec. 30-59. - R-3 High Density Single-Family Residential District.pdf</a>	R-3 District Regulations

**CITY OF CAPE GIRARDEAU, MISSOURI**

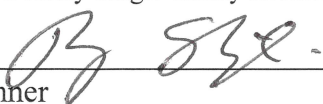
City Staff Review, Referral and Action on Rezoning/Special Use Permit Application

FILE NO. **1468**

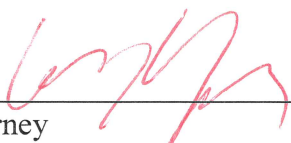
LOCATION: 728 Good Hope Street

**STAFF REVIEW & COMMENTS:**

SEMO Cardinal Group, LLC is requesting to rezone the above listed property from C-1 (General Commercial District) to R-3 (High Density Single-family Residential District). SEE STAFF REPORT FOR FURTHER INFORMATION

  
City Planner

3/19/24  
Date

  
City Attorney

3/22/24  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

  
City Manager

  
Date

***Planning & Zoning Commission***

Public Hearing Sign Posting Date: 4-3-24 Public Hearing Date: 4-10-24

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VOTE COUNT:** 6 Favor 0 Oppose 1 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**



Chris Martin  
Planning & Zoning Commission Secretary

***City Council Action***

Posting Dates: Sign \_\_\_\_\_ Newspaper \_\_\_\_\_ Public Hearing Date: \_\_\_\_\_  
Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

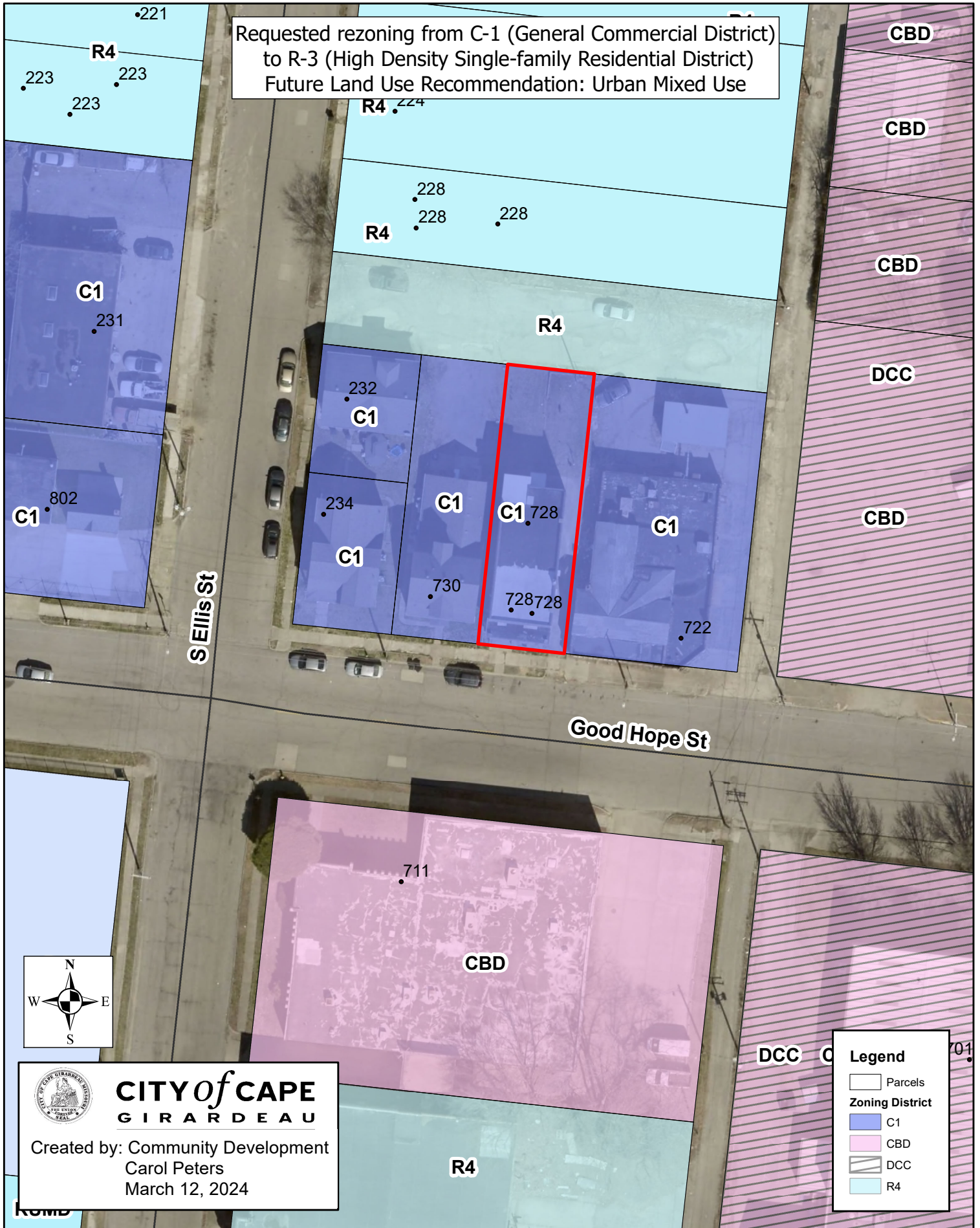
**VOTE COUNT:** \_\_\_\_\_ Favor \_\_\_\_\_ Oppose \_\_\_\_\_ Abstain

**ORDINANCE #** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

# Rezoning Request

## 728 Good Hope Street

Requested rezoning from C-1 (General Commercial District)  
to R-3 (High Density Single-family Residential District)  
Future Land Use Recommendation: Urban Mixed Use



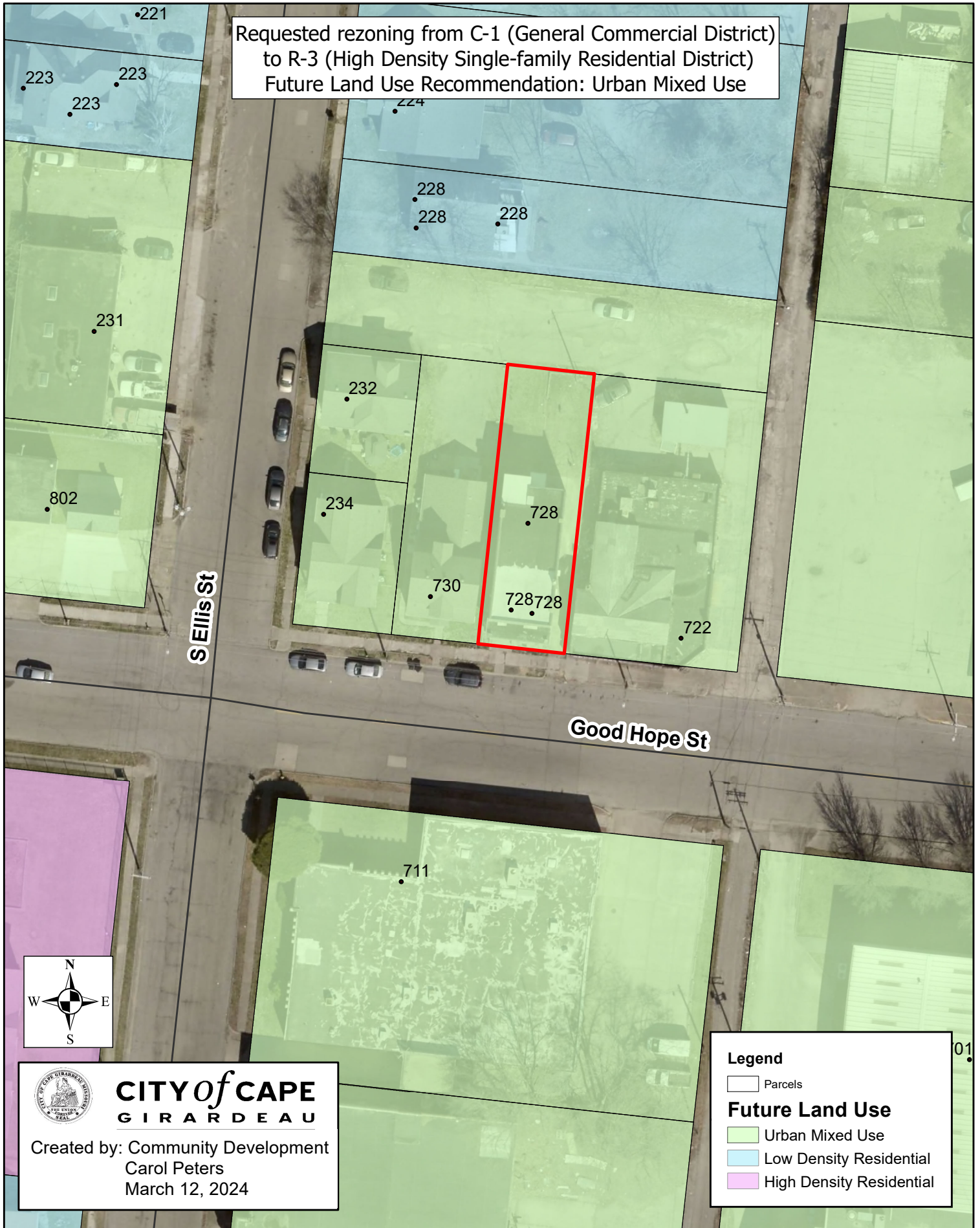
**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
March 12, 2024

# Rezoning Request

## 728 Good Hope Street

Requested rezoning from C-1 (General Commercial District)  
to R-3 (High Density Single-family Residential District)  
Future Land Use Recommendation: Urban Mixed Use



**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
March 12, 2024



REZONING / SPECIAL USE PERMIT APPLICATION  
**CITY of CAPE GIRARDEAU**

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Property Address/Location

728 GOOD HOPE

<b>Applicant</b> Semo Cardinal Group		<b>Property Owner of Record</b> Semo Cardinal Group/Brennon Todt		<input checked="" type="checkbox"/> Same as Applicant
Mailing Address 1439 Minnesota St.		City, State, Zip Cape Girardeau, MO 63701		Mailing Address 1439 Minnesota St.
Telephone 573-914-0030		Email projectmgmt@todtroofing.com		City, State, Zip Cape Girardeau, MO 63701
Contact Person Brandon Beninati		Telephone 573-803-1802		Email Office@semocardinalgroup.com
Type of Request <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		Proposed Special Use (Special Use Permit requests only)		
Existing Zoning District C-1		Proposed Zoning District (Rezoning requests only) R3		

Legal description of property to be rezoned and/or upon which the special use is to be conducted

Vacant residential duplex, 2 story building with basement. - SEE ATTACHED

Describe the proposed use of the property.

Full interior remodel of duplex unit. New interior walls, MEP's, windows and doors. No living use for b

Application continues on next page

OFFICE USE ONLY

Date Received & By 2/27/24 RH File # 1468 MUNIS Application # 15039 MUNIS Permit # \_\_\_\_\_  
Application Fee Received \$ 141.00 ☐ Check # \_\_\_\_\_ ☒ Credit Card ☐ Cash  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

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**Special Use Criteria (Special Use Permit requests only)**

Explain how the special use permit request meets the criteria below. Attach additional sheets, if necessary.

- 1) The proposed special use will not substantially increase traffic hazards or congestion.

No increase in traffic or congestion

- 2) The proposed special use will not substantially increase fire hazards.

No increase in fire hazards

- 3) The proposed special use will not adversely affect the character of the neighborhood.

Goal to increase property value

- 4) The proposed special use will not adversely affect the general welfare of the community.

Will not affect general welfare of the community

- 5) The proposed special use will not overtax public utilities.

Will not over tax public utilities

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**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.


In addition to this completed application form, the following items must be submitted:

- ☐ Base Application fee - \$141.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$84 payable to City of Cape Girardeau
  - ☐ List of adjacent property owners (*see Instructions for requirements*)
  - ☐ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.70 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc.  
(Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted; and
- 3) They acknowledge that they are responsible for ensuring that all required licenses and permits are obtained prior to commencing any use or work on the property.

  
Brennan Todt (Feb 5, 2024 16:08 EST)

Property Owner of Record Signature and Printed Name

(Provide additional owners signatures and printed names in the space below, if applicable)

2/5/23

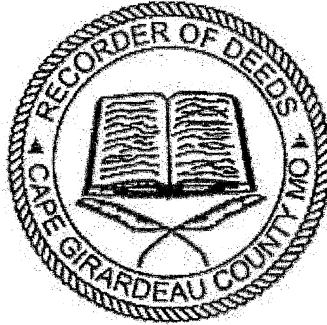
Date

The undersigned hereby certifies that they are an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf, and that the Property Owner(s) of Record hereby agree to the above certifications.

Applicant Signature and Printed Name

2/5/24

Date



eRecorded  
DOCUMENT #  
2023-06792

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
08/17/2023 08:31:09 AM  
REC FEE: 27.00  
PAGES: 2

013415

## GENERAL WARRANTY DEED (LIMITED LIABILITY COMPANY)

This Indenture is made this 14 day of August, 2023, by and between Cape Homes, LLC, a Missouri Limited Liability Company ("Grantor"), of the County of St. Louis, Missouri, and Semo Cardinal Group LLC, a Missouri Limited Liability Company ("Grantee"), of the County of Cape Girardeau, Missouri, whose address in said County is:

2905 Valley Creek Rd., Cape Girardeau, MO 63701

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to them by the Grantee, the receipt of which is hereby acknowledged, does by these present GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee and Grantee's heirs, successors and assigns, the following described Real Estate lying, being and situated in the County of Cape Girardeau, and State of Missouri, to wit:

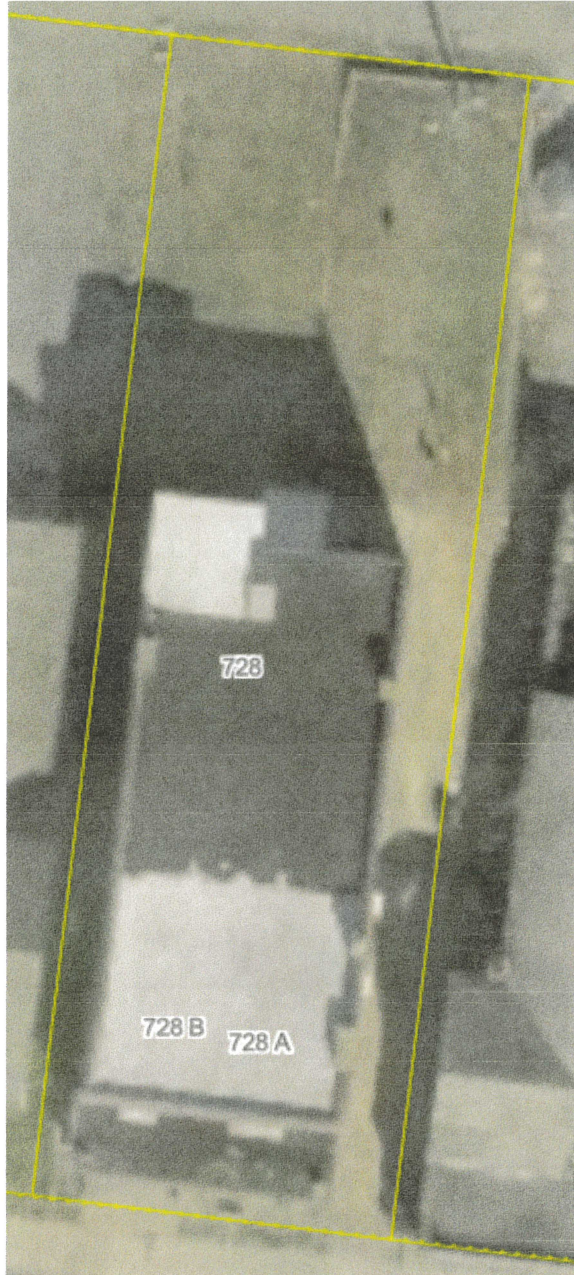
Part of Lot Sixty-one (61) in Range "G" in the City of Cape Girardeau, Missouri, described as follows: Beginning at a point on the North line of Good Hope Street, 70 feet West of the Southeast corner of said Lot 61 in Range "G" and run North, parallel with Ellis Street, 113 feet to the line of Lots 61 and 62 in Range "G"; thence West with said line 35 feet; thence South, parallel with Ellis Street, 113 feet to Good Hope Street; thence East, along Good Hope Street, 35 feet to the point of beginning.

Subject to terms, conditions, restrictions, reservations, and easements of record, if any.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the Grantee and unto Grantee's heirs, successors and assigns forever. Grantor hereby covenants that Grantor is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has good right to convey the same; that said premises are free and clear of any encumbrance done or suffered by Grantor or those under whom Grantor claims, and that Grantor will WARRANT AND DEFEND the title to the said premises unto the said Grantee and Grantee's heirs, successors and assigns forever against the lawful claims and demands of all persons whomsoever.



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Sec. 30-66. - C-1, General Commercial District.

- (a) *Purpose.* The C-1 district is primarily intended for areas of the city located along minor thoroughfares and adjacent to residential districts. Appropriate uses for this district include commercial developments not requiring long-term outdoor display of merchandise, as well as certain governmental, institutional, and community service facilities. Other uses having the potential to significantly affect adjacent residential districts may be allowed with approval of a special use permit.
- (b) *Permitted principal uses.*
- (1) Art galleries or museums.
  - (2) Banks or other financial institutions.
  - (3) Bed and breakfasts.
  - (4) Commercial day cares.
  - (5) Commercial recreation facilities, excluding driving ranges or outdoor shooting or racing.
  - (6) Funeral homes or mortuaries.
  - (7) Governmental facilities.
  - (8) Health or fitness centers.
  - (9) Institutions of higher education, including business, career or technology schools.
  - (10) Instructional schools for art, dance, music, martial arts or other disciplines.
  - (11) Libraries.
  - (12) Medical marijuana dispensary facilities, as permitted in section 30-118.
  - (13) Microbreweries.
  - (14) Middle schools, secondary schools, or development centers for people with physical, mental or developmental disabilities.
  - (15) Nurseries or greenhouses.
  - (16) Nursing homes.
  - (17) Offices.
  - (18) Parks or playgrounds.
  - (19) Personal service establishments.
  - (20) Pet grooming facilities, excluding kennels.
  - (21) Police or fire stations.
  - (22) Residential treatment facilities.
  - (23) Restaurants or bars.
  - (24) Retail or rental establishments, excluding the sale or rental of outbuildings, vehicles, or large

agricultural or construction equipment.

(25) Television or radio studios, including any transmitting facilities.

(26) Transit terminals.

(27) Veterinary clinics or animal hospitals, excluding livestock.

(28) Wineries.

(c) *Permitted accessory uses.*

(1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-106.

(2) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.

(3) Solar energy systems, as permitted in section 30-113.

(d) *Special uses.*

(1) Banquet facilities.

(2) Hotels or motels.

(3) Kennels.

(4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(5) Meeting halls.

(6) Mini warehouses or self-storage units.

(7) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.

(8) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.

(9) Telecommunication towers, as permitted in section 30-107.

(10) The allowance of additional height up to a total of 60 feet, not to exceed a total of five stories.

(11) Transitional housing.

(12) Uses involving the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.

(13) Vehicle fueling, service or repair facilities, excluding body or paint shops.

(14) Vehicle washing facilities, including automatic or hand wash.

(15) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

(1) All storage of merchandise, materials, products or equipment shall be within a fully enclosed building or in an open yard so screened that the items being stored are not visible from the

street or any adjacent property.

- (2) Outdoor display of merchandise is prohibited, except as follows: Merchandise may be displayed outdoors as part of a temporary use, as permitted in section 30-109. Nursery stock, accessory landscaping decorations, and seasonal and holiday decorations may also be displayed outdoors during the appropriate season. Such displays are permitted in accordance with the following provisions:
  - a. Displays shall not be located in a right-of-way.
  - b. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the city Code. Displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.
  - c. Displays shall not impede vehicular or pedestrian access.
  - d. Displays shall not alter the structure of any building.
  - e. Displays shall not create a health or safety hazard.
  - f. Displays shall be well kept and orderly.
  - g. Signs may be displayed as permitted elsewhere in the city Code.
  - h. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.
- (3) Outdoor service areas and equipment such as loading docks, mechanical equipment, storage areas or waste containers shall be located in the rear or side yard and screened as required elsewhere in the city Code.

(f) *Height, area, width, setback and open space requirements.*

- (1) Maximum height: 40 feet, not to exceed three stories.
- (2) Minimum lot area: None.
- (3) Minimum lot width: None.
- (4) Minimum setbacks:
  - a. Front yard: 25 feet.
  - b. Rear yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
  - c. Side yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
- (5) Minimum open space: 15 percent of the lot area.

(Code 1990, § 30-333; Ord. No. 5211, art. 4, 7-15-2019)

Sec. 30-59. - R-3, High Density Single-Family Residential District.

- (a) *Purpose.* The R-3 district is intended to accommodate single-family, two-family and townhouse residential developments at maximum densities of up to nine units per acre. This district will serve as a transition between lower density and higher density residential districts. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the residential character of this district.
- (b) *Permitted principal uses.*
- (1) Single-family detached dwellings, with only one dwelling per lot.
  - (2) Duplexes, two-family dwelling units.
  - (3) Townhouses.
  - (4) Cluster subdivisions, as permitted in chapter 25.
  - (5) Public parks, playgrounds, and recreational facilities.
  - (6) Police and fire stations.
  - (7) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five acres of land.
  - (8) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
  - (9) Home for eight or fewer unrelated mentally or physically handicapped persons, including no more than two additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:
    - a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and
    - b. Such home shall not be located closer than 370 feet to any other such home.
  - (10) A private residence licensed by the state division of family services or state department of mental health to provide foster care to one or more, but less than seven, children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met, and an occupancy permit issued therefor.
- (c) *Permitted accessory uses.*
- (1) Private garages, carports and accessory structures, as permitted in section 30-106.
  - (2) Home occupations, as permitted in section 30-108.
  - (3) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in section 30-111.
  - (4) In home elderly care, with a maximum of three persons as permitted in section 30-114.
  - (5) Solar energy systems, as permitted in section 30-113.
  - (6) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*

- (1) Home day cares, with five or more unrelated children, as permitted in section 30-111.
  - (2) Bed and breakfasts.
  - (3) Cemeteries, on a minimum of ten acres of land.
  - (4) Transitional housing.
  - (5) Wind energy conversion systems, as permitted in section 30-113.
  - (6) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
  - (7) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (e) *Height, area, bulk and setback requirements.*
- (1) Maximum height:
    - a. When side yards are less than 15 feet in width, 2½ stories not to exceed 35 feet.
    - b. When side yards are 15 feet in width or greater, three stories, not to exceed 45 feet.
  - (2) Minimum lot area:
    - a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.
    - b. Duplexes: 3,750 square feet per unit.
    - c. Single-family: 5,000 square feet.
  - (3) Maximum density: Nine units per one acre. Higher densities may be approved with a cluster subdivision as permitted in chapter 25.
  - (4) Minimum lot width:
    - a. Townhouses and duplexes: 20 feet.
    - b. All other uses: 30 feet.
  - (5) Minimum yard requirements:
    - a. Front yard:
      1. Each townhouse: Ten feet.
      2. All other uses: 20 feet.
    - b. Rear yard:
      1. Each townhouse: 20 feet.
      2. All other uses: 20 feet.
    - c. Side yard:
      1. Townhouses and duplexes: None.
      2. All other uses: Three feet.
- (f) *Open space, landscaping and bufferyard requirements.* For any nonresidential uses:
- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and buffer yards.
  - (2) Landscaping shall be provided as required in chapter 25.
  - (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, or R-2

zoning districts. This bufferyard shall comply with the requirements of chapter 25.

- (g) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-46. No parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of 24,000 pounds, except as provided in sections 26-147 and 26-298.

(Code 1990, § 30-324; Ord. No. 5012, art. 4, 10-2-2017)

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**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 5/6/2024

<b>AGENDA REPORT</b> Cape Girardeau City Council	
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**SUBJECT**

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Approval of the April 15, 2024, City Council Regular Session Minutes.

<b>ATTACHMENTS:</b>	
Name:	Description:
 <a href="#">DRAFT_Council.RegularSession_Minutes.04-15-2024.pdf</a>	Regular Session minutes 04-15-2024

**Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 15, 2024                      MM-39**

**STUDY SESSION – April 15, 2024**

**NO ACTION TAKEN DURING THE STUDY SESSION**

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, April 15, 2024, starting at 5:05 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Rhett Pierce, Dan Presson, Tameka Randle, and Nate Thomas present. Deputy City Clerk Bruce Taylor administered the Oath of Office to newly elected, Ward 3 Council Member Nate Thomas, Ward 4 Council Member David J. Cantrell, and Ward 5 Council Member Rhett Pierce.

**REGULAR SESSION –April 15, 2024**

**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, April 15, 2024, starting at 5:20 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Rhett Pierce, Dan Presson, Tameka Randle, and Nate Thomas present.

**ADOPTION OF THE AGENDA**

A Motion was made by Tameka Randle, Seconded by Nate Thomas, to approve and adopt the agenda.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**CONSENT AGENDA**

Approval of the April 1, 2024, City Council Regular Session Minutes and April 9, 2024, City Council Special Session Minutes.

BILL NO. 24-39 an Ordinance approving a First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. Second and Third Readings.

BILL NO. 24-40, a Resolution authorizing the City Manager to execute a Release of Lien for property located at 1134 South Pacific Street, under the Rental Rehabilitation Program, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 24-41, a Resolution acknowledging receipt of an annexation petition for property located at 212 Misty Hollow Lane and setting a public hearing regarding the proposed annexation. Reading and Passage.

BILL NO. 24-42, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with the Ryland R. Meyr Trust for certain improvements for Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri. Reading and Passage.

**Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 15, 2024                      MM-40**

BILL NO. 24-43, a Resolution authorizing the City Manager to execute Performance Guarantee Agreements with RiverWest Partners, L.C., for public sidewalk improvements for Walden Park, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 24-44, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Tenmile Holdings, LLC, to place certain improvements at 824 Broadway, in the City of Cape Girardeau, Missouri. Reading and Passage.

Accept improvements from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for the Ramsay's Run Retirement Community, off Bloomfield Road, in the City of Cape Girardeau, Missouri.

A Motion was made by Mark Bliss, Seconded by Dan Presson, to approve and adopt.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

BILL NO. 24-39 will be Ordinance NO. 5750; BILL NO. 24-40 will be Resolution NO. 3599;  
BILL NO. 24-41 will be Resolution NO. 3600; BILL NO. 24-42 will be Resolution NO. 3601;  
BILL NO. 24-43 will be Resolution NO. 3602; and BILL NO. 24-44 will be Resolution NO. 3603.

**NEW ORDINANCES**

BILL NO. 24-45, an Ordinance approving the record plat of Baldwin Farms Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

BILL NO. 24-46, an Ordinance accepting Easements from various property owners for properties adjacent to Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Mark Bliss, to approve.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**APPOINTMENTS**

**Appointments to the Airport Advisory Board**

A Motion was made by Dan Presson, Seconded by Nate Thomas, to appoint Mark Mehner, Nancy Kopp, and Bruce Loy to the Airport Advisory Board for terms expiring April 30, 2027.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**Appointment to the Board of Adjustment**

A Motion was made by Mark Bliss, Seconded by Dan Presson, to appoint Larry Dowdy to the Board of Adjustment for a term expiring March 6, 2029.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 15, 2024                      MM-41**

**Appointment to the Parks and Recreation Advisory Board**

A Motion was made by Tameka Randle, Seconded by Dan Presson, to appoint Alix Gasser to the Parks and Recreation Advisory Board for a term expiring October 29, 2025.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**Appointment to the Planning and Zoning Commission**

A Motion was made by Dan Presson, Seconded by Nate Thomas, to appoint Robbie Guard to the Planning and Zoning Commission for a term expiring November 1, 2024.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**Appointment to the Silver Springs Community Improvement District Board of Directors.**

A Motion was made by Mark Bliss, Seconded by Dan Presson, to approve Mayor Stacy Kinder's appointment of Marla Mills, Matt Hopkins, and Grayson Erlbacher to the Silver Springs Community Improvement District Board of Directors for terms expiring May 12, 2028.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**Appointments to the Tax Increment Financing Commission**

A Motion was made by Nate Thomas, Seconded by Dan Presson, to approve Mayor Stacy Kinder's appointment of Jay Knudtson to the Tax Increment Financing Commission for a term expiring April 1, 2028.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.

**MEETING ADJOURNMENT**

A Motion was made to adjourn by Tameka Randle, Seconded by Dan Presson.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Kinder, Pierce, Presson, Randle, Thomas.  
The regular session ended at 5:27 pm.

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Stacy Kinder, Mayor

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Bruce Taylor, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 15, 2024                      **MM-42**

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-069**

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**SUBJECT**

An Ordinance approving the record plat of Baldwin Farms Subdivision.

**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for a 39-lot single-family residential subdivision on the south side of LaSalle Avenue, west of Baldwin Drive.

**BACKGROUND/DISCUSSION**

A record plat has been submitted for Baldwin Farms Subdivision, located on the south side of LaSalle Avenue, west of Baldwin Drive, and zoned R-1 (Single-Family Suburban Residential). The plat creates 39 single-family residential lots and dedicates right-of-way for four public streets (Baldwin Farms Drive, Brahma Drive, Hereford Drive, and Summerfield Way). The plat shows a variance for a reduced rear yard setback on Lots 1, 7, and 24. In addition, the plat shows exceptions for the omission of the required 10-foot utility easement along the rear lot lines of Lots 1 and 7 and for a reduced utility easement width along the rear lot line of Lot 24.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its May 11, 2022 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">□ RP_Baldwin_Farms_Sub.doc</a>	Ordinance
<a href="#">□ Staff_Review-Referral-Action_Form.pdf</a>	Baldwin Farms Subdivision - Staff RRA Form
<a href="#">□ Map - Baldwin_Farms_Subd.jpg</a>	Baldwin Farms Subdivision - Map
<a href="#">□ Application - Baldwin_Farms_.pdf</a>	Baldwin Farms Subdivision - Application
<a href="#">□ 38310 - Baldwin_Farms_Record_Plat_02-21-2024 - Rev_3.pdf</a>	Baldwin Farms Subdivision - Record Plat

BILL NO. 24-45

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE RECORD  
PLAT OF BALDWIN FARMS SUBDIVISION

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE  
GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Baldwin Farms Subdivision, being that part of US Survey 790, Township 31 North, Range 13 East, in the City and County of Cape Girardeau, State of Missouri, submitted by The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, bearing the certification of Christopher L. Koehler, a Registered Land Surveyor, dated the 22nd day of February, 2024, including all exceptions and variances, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk




**CITY OF CAPE GIRARDEAU, MISSOURI**  
City Staff Review, Referral and Action - Subdivision Application

FILE: **Baldwin Farms Subdivision**

LOCATION: LaSalle Avenue

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted to create a new forty-two (42) lot subdivision along LaSalle Avenue. SEE STAFF REPORT FOR MORE DETAILS.

  
\_\_\_\_\_  
City Planner

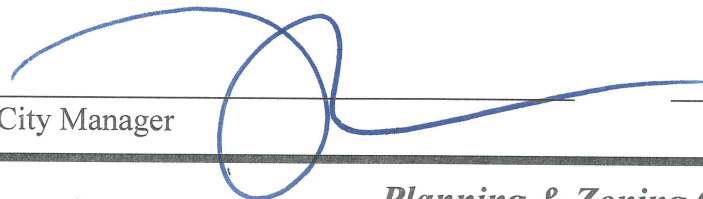
5/3/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney

5/3/22  
\_\_\_\_\_  
Date

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**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

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***Planning & Zoning Commission***

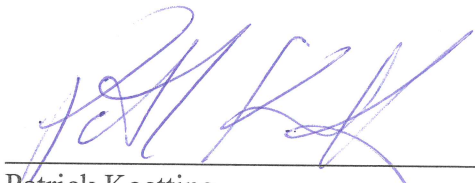
**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Melissa Stickel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sid Whittington	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deborah Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**VOTE COUNT:** 8 Favor      0 Oppose      0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

  
\_\_\_\_\_  
Patrick Koetting  
Planning & Zoning Commission Secretary

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***City Council Action***

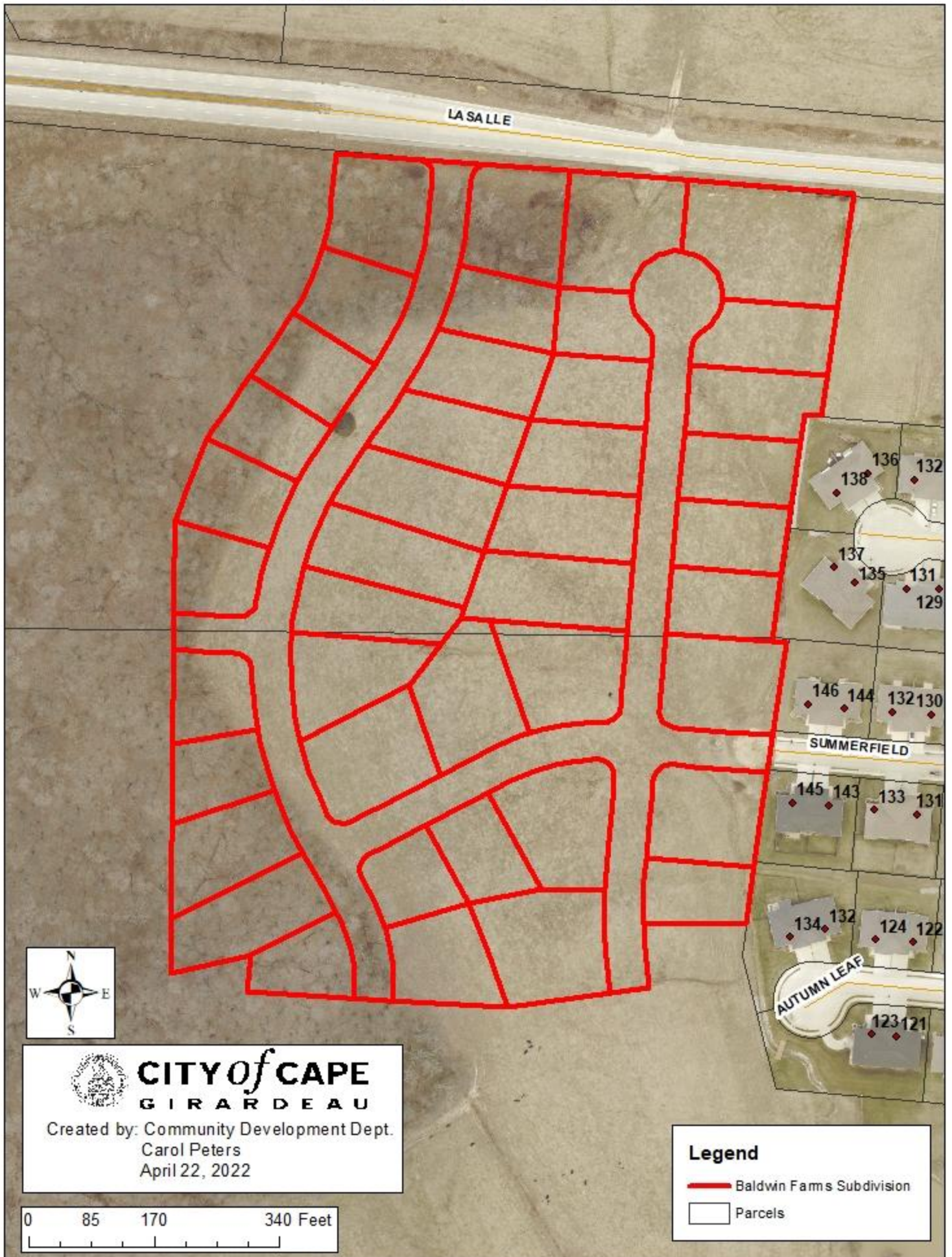
Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

ORDINANCE # \_\_\_\_\_

Effective Date: \_\_\_\_\_

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# Baldwin Farms Subdivision





# SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT, 44 N LORIMIER ST, CAPE GIRARDEAU, MO 63701 (573) 339-6327

<b>Name of Subdivision</b> Baldwin Farms		<b>Type of Plat</b> <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
<b>Applicant</b> Meyr Properties, LP		<b>Property Owner of Record (if other than Applicant)</b>	
Mailing Address 996 Co Rd 618	City, State, Zip Jackson, MO 63755	Mailing Address	City, State, Zip
Telephone 573-225-9901	Email	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Ryland Meyr		(Attach additional owners information, if necessary)	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> Koehler Engineering and Land Surveying, INC		<b>Developer (if other than Applicant)</b>	
Mailing Address 194 Coker Lane	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573 335 3028	Email arichbourg@koehlerengineering.co	Telephone	Email

## ADDITIONAL ITEMS REQUIRED

See Instructions for more  
information.

In addition to this completed application form, the following items must be submitted:

- ✓ Review Fee (payable to City of Cape Girardeau)
  - Single-Family or Two-Family Residential: \$20.00 per lot (\$100.00 minimum)
  - Multi-Family Residential: \$20.00 per dwelling unit (\$100.00 minimum)
  - Non-Residential: \$20.00 per acre (\$100.00 minimum)
- ✓ Recording Fee Deposit (payable to City of Cape Girardeau)
 

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$44.00	\$24.00
24" x 36"	\$69.00	\$29.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)
- ✓ Two (2) full size prints of the plat
- ✓ Digital file of the plat in .pdf format (can be emailed to [cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org))
- ✓ Completed minimum requirements checklist

## CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completely installed and ready for acceptance by the City and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

Alex Richman  
Applicant Signature and Printed Name

04/11/2022  
Date

### OFFICE USE ONLY

Date Received & By 4-13-22 File # \_\_\_\_\_ MUNIS Application # 12501 MUNIS Permit # \_\_\_\_\_

Review Fee Received \$ 840- Recording Fee Received \$ 69- ☐ Check # 71395 ☐ Credit Card ☐ Cash

Preliminary and Record Plats:  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

# **CITY OF CAPE GIRARDEAU SUBDIVISION PLAT APPLICATION INSTRUCTIONS**

Preliminary plats (required for phased subdivisions) and record plats are subject to the subdivision plat process, which consists of reviews by the City staff, the Planning and Zoning Commission, and the City Council. Boundary adjustment plats do not go through the subdivision plat process. Instead, they are reviewed by staff only and if approved, staff submits the plat prints to the Cape Girardeau County Recorder of Deeds Office for recording. A boundary adjustment plat cannot change the number of lots, reduce existing lots below the required minimum size, or change easement or utility lines. Applicants who are unsure of which type of plat they need to submit or have other questions should contact:

City of Cape Girardeau  
Planning Services Division  
44 N Lorimier Street  
Cape Girardeau, MO 63701  
(573) 339-6327  
[cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org)

For preliminary plats and record plats, the application deadline is four (4) weeks prior to the Planning and Zoning Commission meeting date. The Commission meets monthly on the second Wednesday. Applications must be delivered to the Planning Services Division using the above contact information.

City staff will review each application for completeness. If required information and/or items are missing, the applicant will be contacted. Incomplete applications will not be reviewed until the requested information and/or items are provided.

Once an application has been deemed complete, it will be placed on the next Planning and Zoning Commission agenda. Staff will review the plat for compliance with the subdivision plat requirements (see attached) as well as the City's zoning and subdivision regulations. If a resubmission is necessary, a staff review letter will be prepared and sent to the applicant. The resubmission and review process continues until all staff comments have been successfully addressed and the plat is in its final form.

A staff report will be prepared and delivered to the Planning and Zoning Commission one (1) week prior to the meeting. The staff report, along with the meeting agenda, will also be delivered to the applicant. The staff report will contain one of the following recommendations: a) approval of the plat; b) approval of the plat, subject to staff's comments being successfully addressed; c) denial of the plat; or d) action on the plat be tabled (postponed). If the plat is not in its final form by this time, the staff report will recommend b, c, or d.

At the meeting, the Planning and Zoning Commission will review the plat and make a recommendation to the City Council. The applicant or their representative must attend the meeting to answer any questions regarding the plat.

A plat must be in its final form in order to be reviewed by the City Council. It is the applicant's responsibility to be informed as to the status of the plat and to address any issues affecting the review schedule. Once staff has determined that a plat is in its final form, the applicant will be notified to submit a digital file of the plat in .dxf format and the requisite number of prints. Each print must be signed and sealed by the professional surveyor and, in the case of a record plat, contain the notarized signature of each Property Owner of Record. The deadline for submitting prints is one (1) week prior to the Council meeting.

If the subdivision created by the plat involves new public improvements (such as water or sanitary sewer mains, streets, street lights, or sidewalks), then those improvements must be completely installed and ready for acceptance by the City and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances before the City Council reviews the plat.

The City Council will vote on a motion to approve the plat. Preliminary plats are approved by motion and do not go on to the next Council meeting. Record plats are approved by ordinance and must receive approval of the first reading at one meeting and approval of the second and third readings at the next meeting. If approved, the plat prints will be signed by the City Clerk, who will also affix the City seal to them. For a preliminary plat, the developer may then proceed with the submission of the record plat for the first phase of the subdivision. For a record plat, the City Clerk will wait until the mandatory ten (10) day waiting period for ordinances has passed before signing and sealing the prints. Staff will then submit the plat prints to the Cape Girardeau County Recorder of Deeds Office for recording. Staff will notify the applicant when their copy of the recorded plat is ready for pick-up.

# City of Cape Girardeau

## Subdivision Plat Requirements

### (Record Plats)

#### MINIMUM REQUIREMENTS FOR RECORD PLATS – COMPLETE CHECKLIST AND SUBMIT WITH APPLICATION

(First column of check boxes is for professional engineer/surveyor; second column is for City staff)

NAME OF SUBDIVISION: Baldwin Farms

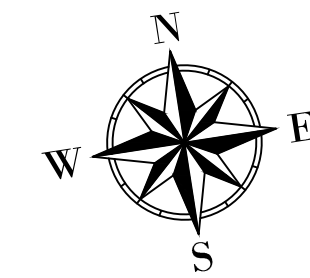
- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet size - 18" x 24", 24" x 24", or 24" x 36"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | White background with black text and graphics; greyscale allowed; no other colors   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Border - rectangular, solid line(s)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet number, if plat consists of more than one sheet   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or begin with "A RESUBDIVISION OF"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI"  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | North arrow with basis of bearings  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Graphic scale - 1:100 or less; must be a multiple of 10   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Curve table and/or line table, if necessary - include unit symbols for distances/lengths  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Section/township/range lines accurately drawn and labeled   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Adjacent parcel lines accurately drawn  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and internal lots checked for closure  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Each proposed lot labeled with lot number and area expressed in square feet and acres   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, access, etc.); include Book and Page or Document Number, if recorded   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All new easements within the subdivision boundary labeled as "NEW ___ ' UTILITY EASEMENT", "NEW ___ ' ACCESS EASEMENT", or other type of easement as applicable   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All building setback lines within the subdivision boundary labeled; include depth   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Notes:  |
|                                     |                          | <ul style="list-style-type: none"><li>• Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)</li><li>• Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)</li></ul> |

## MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)

- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT \_\_", "A REDUCED LOT WIDTH FOR LOT \_\_", or "A REDUCED \_\_\_\_ YARD SETBACK ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
- Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_" or "A REDUCED UTILITY EASEMENT WIDTH ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
- Floodplain - begin with "A PORTION OF THE PROPERTY FALLS WITHIN" or "NO PORTION OF THE PROPERTY FALLS WITHIN", as applicable; if referencing a zone designation, state what that designation means
- ☒ ☐ List each record owner name and Book and Page or Document Number for deed, name and address of party for whom the plat was prepared, name and address of consultant that performed the survey and prepared the plat
- ☒ ☐ Subdivision Dedication:
  - Begin with "THE UNDERSIGNED," followed by the owner name(s) as stated in the current deed(s); include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable; followed by "OWNER OF" or "OWNERS OF" and a description matching the description beneath the plat title, followed by "CONTAINING \_\_\_\_ SQUARE FEET (\_\_\_\_ ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:"; followed by a legal description of the total subdivision area; followed by "HEREBY SUBDIVIDE" or "HEREBY SUBDIVIDES"; followed by "SAID TRACT INTO \_\_\_\_ AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED \_\_\_\_."
  - New right-of-way and/or easements - use standard language
- ☒ ☐ Legal description checked against drawing for congruence
- ☒ ☐ Owner signature line(s) with notary block(s) - include title after signatory name if owner is not an individual; include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable
- ☒ ☐ If plat shows existing easement(s) to be released – use standard block for City Manager's release
- ☒ ☐ City Clerk's certificate - use standard block for record plats
- ☒ ☐ County Recorder of Deeds' certificate - use standard block
- ☒ ☐ Surveyor's certificate

RECORD PLAT OF  
**BALDWIN FARMS  
SUBDIVISION**

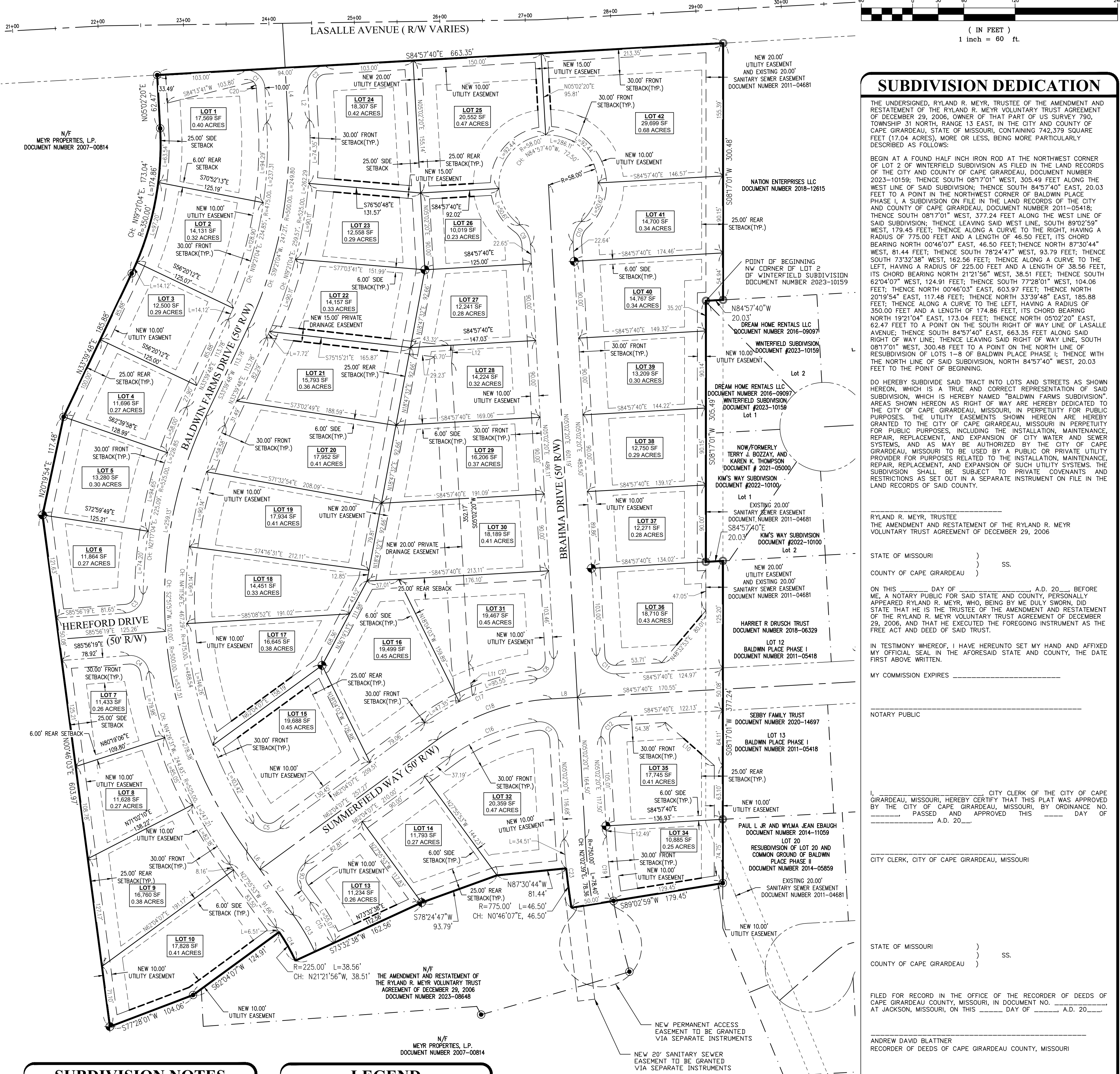
THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN  
THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



NORTH ORIENTATION FROM  
MISSOURI STATE PLANE COORDINATE  
SYSTEM DERIVED FROM THE NAD83  
VRS SYSTEM. CONVERGENCE AT  
POINT OF BEGINNING = 0°32'38.22"

GRAPHIC SCALE

( IN FEET )  
1 inch = 60 ft.



**SUBDIVISION DEDICATION**

THE UNDERSIGNED, RYLAND R. MEYR, TRUSTEE OF THE AMENDMENT AND  
RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT  
OF DECEMBER 29, 2006, OWNER OF THAT PART OF US SURVEY 790,  
TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF  
CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 742,379 SQUARE  
FEET (17.04 ACRES), MORE OR LESS, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND HALF INCH IRON ROD AT THE NORTHWEST CORNER  
OF LOT 2 OF WINTERFIELD SUBDIVISION AS FILED IN THE LAND RECORDS  
OF THE CITY AND COUNTY OF CAPE GIRARDEAU, DOCUMENT NUMBER  
2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET ALONG THE  
WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 84°57'40" EAST, 20.03  
FEET TO A POINT IN THE NORTHWEST CORNER OF BALDWIN PLACE  
PHASE I, A SUBDIVISION ON FILE IN THE LAND RECORDS OF THE CITY  
AND COUNTY OF CAPE GIRARDEAU, DOCUMENT NUMBER 2011-05418;  
THENCE SOUTH 08°17'01" WEST, 377.24 FEET ALONG THE WEST LINE OF  
SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE, SOUTH 89°02'59"  
WEST, 179.45 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A  
RADIUS OF 775.00 FEET AND A LENGTH OF 46.50 FEET, ITS CHORD  
BEARING NORTH 00°46'07" EAST, 46.50 FEET; THENCE NORTH 87°30'44"  
WEST, 81.44 FEET; THENCE SOUTH 78°24'47" WEST, 93.79 FEET; THENCE  
SOUTH 73°32'38" WEST, 162.56 FEET; THENCE ALONG A CURVE TO THE  
LEFT, HAVING A RADIUS OF 225.00 FEET AND A LENGTH OF 38.56 FEET,  
ITS CHORD BEARING NORTH 21°21'56" WEST, 38.51 FEET; THENCE SOUTH  
62°04'07" WEST, 124.91 FEET; THENCE SOUTH 77°28'01" WEST, 104.06  
FEET; THENCE NORTH 00°46'03" EAST, 603.97 FEET; THENCE NORTH  
20°19'54" EAST, 117.48 FEET; THENCE NORTH 33°39'48" EAST, 185.88  
FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF  
350.00 FEET AND A LENGTH OF 174.86 FEET, ITS CHORD BEARING  
NORTH 19°21'04" EAST, 173.04 FEET; THENCE NORTH 05°02'20" EAST,  
62.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LASALLE  
AVENUE; THENCE SOUTH 84°57'40" EAST, 663.35 FEET ALONG SAID  
RIGHT OF WAY LINE, THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH  
08°17'01" WEST, 300.48 FEET TO A POINT ON THE NORTH LINE OF  
RESUBDIVISION OF LOTS 1-8 OF BALDWIN PLACE PHASE I; THENCE WITH  
THE NORTH LINE OF SAID SUBDIVISION, NORTH 84°57'40" WEST, 20.03  
FEET TO THE POINT OF BEGINNING.

DO HEREBY SUBDIVIDE SAID TRACT INTO LOTS AND STREETS AS SHOWN  
HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID  
SUBDIVISION, WHICH IS HEREBY NAMED "BALDWIN FARMS SUBDIVISION".  
AREAS SHOWN HEREON AS RIGHT OF WAY ARE HEREBY DEDICATED TO  
THE CITY OF CAPE GIRARDEAU, MISSOURI, IN PERPETUITY FOR PUBLIC  
PURPOSES. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY  
GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY  
FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE,  
REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER  
SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE  
GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY  
PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE,  
REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS.  
THE SUBDIVISION SHALL BE SUBJECT TO PRIVATE COVENANTS AND  
RESTRICTIONS AS SET OUT IN A SEPARATE INSTRUMENT ON FILE IN THE  
LAND RECORDS OF SAID COUNTY.

RYLAND R. MEYR, TRUSTEE  
THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR  
VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) SS.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BEFORE  
ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY  
APPEARED RYLAND R. MEYR, WHO, BEING BY ME DULY SWORN, DID  
STATE THAT HE IS THE TRUSTEE OF THE AMENDMENT AND RESTATEMENT  
OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER  
29, 2006, AND THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE  
FREE ACT AND DEED OF SAID TRUST.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED  
MY OFFICIAL SEAL IN THE AFORESAID STATE AND COUNTY, THE DATE  
FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF CAPE  
GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED  
BY THE CITY OF CAPE GIRARDEAU, MISSOURI, BY ORDINANCE NO. \_\_\_\_\_  
PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_.

CITY CLERK, CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) SS.

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF  
CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT NO. \_\_\_\_\_  
AT JACKSON, MISSOURI, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

**SUBDIVISION NOTES**

**ZONING REGULATIONS**

**ZONING:** R-1, SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT  
**MINIMUM LOT AREA:** 10,000 SF  
**MINIMUM LOT WIDTH:** 80 FT  
**MAXIMUM DENSITY:** 4 UNITS PER 1 ACRE  
**SETBACKS:** FRONT: 30 FT  
REAR: 25 FT  
SIDE: 6 FT

UNLESS OTHERWISE NOTED.

**LOT SIZES**

**TOTAL NUMBER OF LOTS:** 39 LOTS  
(LOT NUMBERS 11, 12, & 33 NOT USED)  
**LARGEST LOT AREA:** 29,699 SF (0.68 ACRES) (LOT 42)  
**SMALLEST LOT AREA:** 10,019 SF (0.23 ACRES) (LOT 26)  
**TOTAL SUBDIVISION AREA:** 742,379 SF (17.04 ACRES)  
**PROPOSED DENSITY:** 2.29 UNITS PER ACRE

**VARIANCE NOTE**

A VARIANCE IS SHOWN FOR A REDUCED REAR YARD SETBACK  
ON LOTS 1, 7, AND 24

**EXCEPTION NOTE**

AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 10 FT  
UTILITY EASEMENT ALONG THE REAR LOT LINES OF LOTS 1 AND 7. AN  
EXCEPTION IS SHOWN FOR A REDUCED UTILITY EASEMENT WIDTH  
ALONG THE REAR LOT LINE OF LOT 24.

**DRIVEWAY ACCESS NOTE**

DRIVEWAY ACCESS TO LASALLE AVENUE SHALL BE PROHIBITED FOR ALL LOTS  
IN THE SUBDIVISION.

**STORMWATER MANAGEMENT NOTE**

THE OWNER OF EACH LOT WITHIN THE SUBDIVISION IS JOINTLY AND SEVERALLY  
RESPONSIBLE FOR THE MAINTENANCE OF ALL COMPONENTS OF THE  
STORMWATER MANAGEMENT SYSTEM NOT LOCATED IN A PUBLIC RIGHT OF  
WAY OR PUBLIC DRAINAGE EASEMENT AS REQUIRED BY CHAPTER 23 OF THE  
CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI. THIS  
PROVISION HEREBY CONSTITUTES A DEED RESTRICTION IN SATISFACTION OF  
CHAPTER 25 OF SAID CODE OF ORDINANCES. SAID DEED RESTRICTION IS  
PERPETUAL AND SHALL RUN WITH THE LAND.

**RECORD OWNER**

THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY  
TRUST AGREEMENT OF DECEMBER 29, 2006 - DOCUMENT NUMBER 2023-08648

**DEVELOPER OF SUBDIVISION  
AND PLAT PREPARED FOR:**

THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR  
VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006  
C/O RYLAND R. MEYR  
966 COUNTY ROAD 616  
JACKSON, MO 63755

**PLAT PREPARED BY AND LAND  
SURVEYING SERVICES PROVIDED BY:**

KOEHLER ENGINEERING AND LAND SURVEYING, INC.  
194 COKER LANE, CAPE GIRARDEAU, MO 63701  
(573) 335-3026

**LEGEND**

- = FOUND 1/2" IRON ROD
  - = SET 1/2" IRON ROD
  - ⦿ = SET 3/8" ROD WITH ALUMINUM CAP
  - = SUBDIVISION BOUNDARY LINE
  - - - = NEW LOT LINE
  - - - = EXISTING EASEMENT LINE
  - - - = NEW EASEMENT LINE
  - - - = BUILDING SETBACK LINE
  - - - = BUILDING SETBACK ADJUSTED TO EASEMENT LINE
  - - - = EXTERNAL PROPERTY LINE
  - - - = RIGHT OF WAY LINE
  - - - = CENTERLINE
- \* 1/2" IRON RODS TO BE SET AT ALL CORNERS UNLESS INDICATED OTHERWISE.

**REFERENCE DOCUMENTS**

DOCUMENT NUMBER 2014-09040  
DOCUMENT NUMBER 2014-05859  
DOCUMENT NUMBER 2011-05418  
DOCUMENT NUMBER 2007-00814  
DOCUMENT NUMBER 2018-12615  
DOCUMENT NUMBER 2016-09097  
DOCUMENT NUMBER 2021-05000  
DOCUMENT NUMBER 2018-06329  
DOCUMENT NUMBER 2020-14697  
DOCUMENT NUMBER 2014-11059  
DOCUMENT NUMBER 2023-08648

**FLOODPLAIN NOTE**

NO PORTION OF THE PROPERTY FALLS WITHIN THE  
SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION  
BY THE 1% ANNUAL CHANCE FLOOD, AS INDICATED ON  
THE FLOOD INSURANCE RATE MAP NUMBER 28031C0106E  
WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

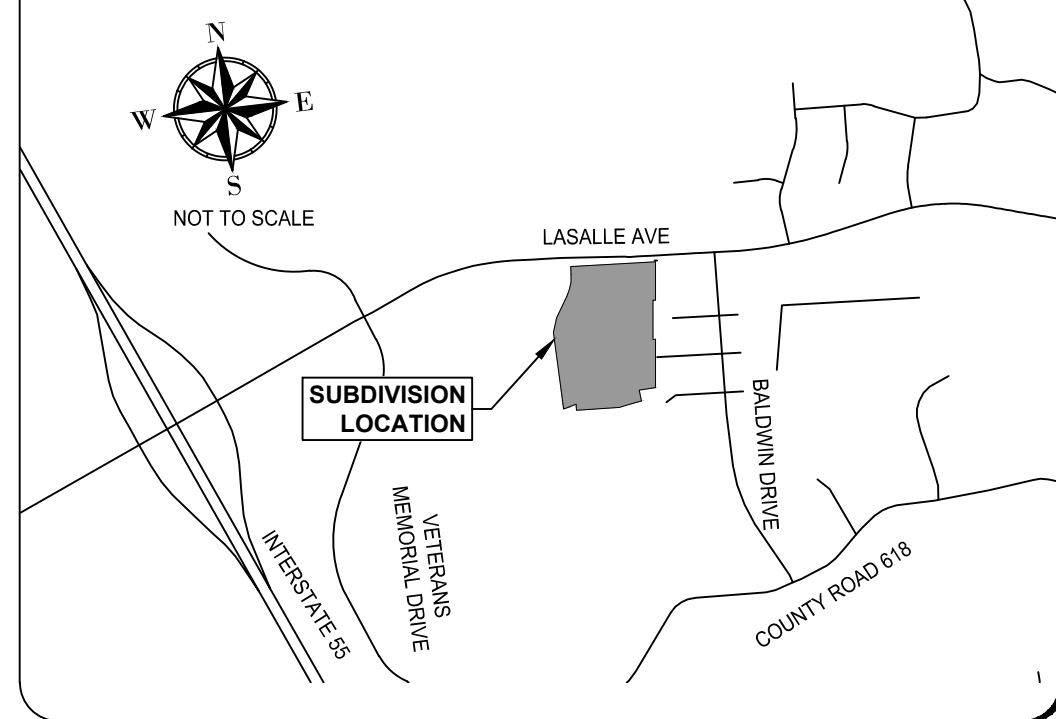
**EASEMENT NOTE**

ALL LABELED UTILITY EASEMENTS ARE  
PUBLIC UTILITY EASEMENTS AND  
PRIVATE STORMWATER EASEMENTS.

CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	34.56'	22.00'	N39°57'40"W	31.11'
C2	34.56'	22.00'	S50°02'20"W	31.11'
C3	32.70'	22.00'	N51°29'01"E	29.77'
C4	32.63'	22.00'	N43°26'44"W	29.72'
C5	35.58'	22.00'	S71°35'54"E	31.83'
C6	34.56'	22.00'	S17°04'07"W	31.11'
C7	36.35'	22.00'	N42°18'06"W	32.36'
C8	33.33'	22.00'	N48°26'24"E	30.23'
C9	26.87'	30.00'	N20°37'12"W	25.98'
C10	26.87'	30.00'	S30°41'52"W	25.98'
C11	34.56'	22.00'	S39°57'40"E	31.11'
C12	34.56'	22.00'	S50°02'20"W	31.11'
C13	50.07'	250.00'	S22°11'38"E	49.99'
C14	45.06'	225.00'	N22°11'38"W	44.99'
C15	55.08'	275.00'	N22°11'38"W	54.98'
C16	111.09'	225.00'	N76°12'47"E	109.97'
C17	142.90'	275.00'	N76°57'18"E	141.30'
C18	143.86'	250.00'	N78°33'13"E	141.88'
C19	75.78'	725.00'	N2°02'39"E	75.75'
C20	8.73'	12.00'	N15°48'24"W	8.54'
C21	78.61'	285.00'	S83°56'22"W	78.36'
C23	81.01'	775.00'	N2°02'39"E	80.97'

LINE #	DIRECTION	LENGTH
L1	S50°02'20"W	40.47'
L2	S50°02'20"W	40.47'
L3	N27°55'53"W	18.73'
L4	S50°02'20"W	62.47'
L5	S27°55'53"E	91.66'
L6	S27°55'53"E	25.93'
L7	S27°55'53"E	65.73'
L8	N84°57'40"W	30.21'
L10	N40°19'50"W	76.08'
L11	N1°23'41"E	38.32'
L12	N13°48'53"E	20.72'

**VICINITY MAP**



**KOEHLER**

Professional Engineers & Land Surveyors

194 Coker Lane  
Cape Girardeau, Missouri 63701  
Ph: (573) 335 - 3026  
PLS CORPORATE LICENSE NO. 000262

DRAWN BY	ALEX RICHBOURG, ASHTON GASKILL	REV/DATE	DESCRIPTION	INITIALS
CHECKED BY	CHRIS KOEHLER	11/27/23	REMOVED LOTS 11 & 12, REVISED OWNER INFO	AG
SURVEY DATE	APRIL 2022	02/02/24	REVISED PER CITY COMMENTS	AG
DRAWING DATE	APRIL 11, 2022	02/09/24	REVISED PER CITY COMMENTS	AG
DRAWING NO	38310	02/15/24	REVISED PER CITY COMMENTS	AG
		02/21/24	REVISED PER CITY COMMENTS	AG

THIS SURVEY OF A TRACT OF URBAN  
PROPERTY WAS PERFORMED IN  
ACCORDANCE WITH THE CURRENT  
STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS IN THE STATE OF MISSOURI AS  
MADE EFFECTIVE JUNE 30, 2017.

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-070**

## SUBJECT

An Ordinance accepting Permanent Access Easements and Sanitary Sewer Easements from various property owners, for property located south of and adjacent to Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri.

## EXECUTIVE SUMMARY

The attached ordinance accepts four easements from two property owners for a permanent street turnaround and a sanitary sewer main serving Baldwin Farms Subdivision.

## BACKGROUND/DISCUSSION

The developer of Baldwin Farms Subdivision is proposing to construct a permanent street turnaround adjacent to the subdivision boundary. The turnaround is located on two properties with separate owners. Each owner has executed a permanent access easement for the portion of the turnaround on their property. In addition, the developer is proposing to construct a sanitary sewer main extension extending beyond the subdivision boundary. The portion of the main extension outside the boundary is located on two properties with separate owners. Each owner has executed a sanitary sewer easement for the portion of the main on their property.

## STAFF RECOMMENDATION

Staff recommends approval of the ordinance accepting the easements.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">PAE SSE Baldwin Farms Sub.doc</a>	Ordinance
<a href="#">PAE - Meyr Properties L.P. to City (For Baldwin Farms Subdivision Turnaround) - Executed.pdf</a>	Permanent Access Easement - Meyr Properties, L.P. to City
<a href="#">38310 - Baldwin Farms Record Plat 02-21-2024 - Rev 3 Esmt Exhibit 1.pdf</a>	PAE Easement Exhibit - Meyr Properties, L.P. to City
<a href="#">PAE - Meyr Trust to City (For Baldwin Farms Subdivision Turnaround) - Executed.pdf</a>	Permanent Access Easement - Meyr Trust to City
<a href="#">38310 - Baldwin Farms Record Plat 02-21-2024 - Rev 3 Esmt Exhibit 2.pdf</a>	PAE Easement Exhibit - Meyr Trust to City
<a href="#">SSE - Meyr Properties L.P. to City (For Sewer Outside Baldwin Farms Subdivision Plat) - Executed.pdf</a>	Sanitary Sewer Easement - Meyr Properties, L.P. to City
<a href="#">38310 - Baldwin Farms Record Plat 02-21-2024 - Rev 3 Esmt Exhibit 3.pdf</a>	SSE Exhibit - Meyr Properties, L.P. to City
<a href="#">SSE - Meyr Trust to City (For Sewer Outside Baldwin Farms Subdivision Plat) - Executed.pdf</a>	Sanitary Sewer Easement - Meyr Trust to City
<a href="#">38310 - Baldwin Farms Record Plat 02-21-2024 - Rev 3 Esmt Exhibit 4.pdf</a>	SSE Exhibit - Meyr Trust to City

BILL NO. 24-46

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING EASEMENTS FROM  
VARIOUS PROPERTY OWNERS FOR PROPERTIES  
ADJACENT TO BALDWIN FARMS SUBDIVISION, IN  
THE CITY OF CAPE GIRARDEAU, MISSOURI

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE  
GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby  
accepts, and agrees to accept, two Permanent Access Easements  
from various property owners, in the City of Cape Girardeau,  
Missouri, described as follows:

Permanent Access Easement - Meyr Properties, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF  
MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD  
SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY  
IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST,  
305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET;  
THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH  
89°02'59" WEST, 129.45 FEET; THENCE ALONG AN ARC TO THE  
LEFT HAVING A RADIUS OF 725.00 FEET FOR 6.78 FEET (THE  
CHORD OF SAID ARC BEARS SOUTH 01°13'05" WEST, 6.78 FEET) TO  
THE POINT OF BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00  
FEET FOR 5.09 FEET (THE CHORD OF SAID ARC BEARS SOUTH  
51°40'58" EAST, 5.08 FEET); THENCE ALONG AN ARC TO THE  
RIGHT HAVING A RADIUS OF 48.00 FEET FOR 145.95 FEET (THE  
CHORD OF SAID ARC BEARS SOUTH 30°52'17" WEST, 95.88 FEET);  
THENCE NORTH 82°17'22" EAST, 1.99 FEET; THENCE NORTH  
81°43'30" EAST, 50.00 FEET; THENCE ALONG AN ARC TO THE  
RIGHT HAVING A RADIUS OF 725.00 FEET FOR 78.28 FEET (THE  
CHORD OF SAID ARC BEARS NORTH 04°34'44" WEST, 78.23 FEET)  
TO THE POINT OF BEGINNING AND CONTAINING 1,653 SQUARE FEET,  
MORE OR LESS.

Permanent Access Easement - The Amendment and Restatement  
of the Ryland R. Meyr Voluntary Trust Agreement of  
December 29, 2006

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 134.79 FEET; TO THE POINT OF BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 8.68 FEET (THE CHORD OF SAID ARC BEARS SOUTH 39°21'32" EAST, 8.65 FEET); THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 725.00 FEET FOR 78.27 FEET (THE CHORD OF SAID ARC BEARS SOUTH 04°34'44" EAST, 78.23 FEET); THENCE SOUTH 81°43'30" WEST, 50.00 FEET; THENCE SOUTH 82°17'22" WEST, 1.99 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 48.00 FEET FOR 95.29 FEET (THE CHORD OF SAID ARC BEARS NORTH 05°08'50" WEST, 80.40 FEET); THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 14.75 FEET (THE CHORD OF SAID ARC BEARS NORTH 38°31'23" EAST, 14.62 FEET); THENCE NORTH 89°02'59" EAST, 37.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,719 SQUARE FEET, MORE OR LESS.

ARTICLE 2. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, two Sanitary Sewer Easements from various property owners, in the City of Cape Girardeau, Missouri, described as follows:

Sanitary Sewer Easement - Meyr Properties, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 129.45 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 725.00 FEET FOR 85.05 FEET (THE

CHORD OF SAID ARC BEARS SOUTH 04°18'39" EAST, 85.00 FEET);  
THENCE SOUTH 81°43'30" WEST, 44.74 FEET TO THE POINT OF  
BEGINNING;  
THENCE SOUTH 01°24'43" WEST, 19.46 FEET; THENCE NORTH  
88°35'17" WEST, 20.00 FEET; THENCE NORTH 01°24'43" EAST,  
16.19 FEET; THENCE NORTH 82°17'22" EAST, 15.00 FEET; THENCE  
NORTH 81°43'30" EAST, 5.27 FEET TO THE POINT OF BEGINNING  
AND CONTAINING 356 SQUARE FEET, MORE OR LESS.

Sanitary Sewer Easement - The Amendment and Restatement of  
the Ryland R. Meyr Voluntary Trust Agreement of December  
29, 2006

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF  
MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD  
SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY  
IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST,  
305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET;  
THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH  
89°02'59" WEST, 165.10 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°24'43" WEST, 90.63 FEET; THENCE SOUTH  
81°43'30" WEST, 5.27 FEET; THENCE SOUTH 82°17'22" WEST,  
15.00 FEET; THENCE NORTH 01°24'43" EAST, 139.90 FEET;  
THENCE SOUTH 87°30'44" EAST, 5.14 FEET; THENCE ALONG AN ARC  
TO THE LEFT HAVING A RADIUS OF 775.00 FEET FOR 46.50 FEET  
(THE CHORD OF SAID ARC BEARS SOUTH 00°46'07" WEST, 46.50  
FEET); THENCE NORTH 89°02'59" EAST, 14.35 FEET TO THE POINT  
OF BEGINNING AND CONTAINING 2,079 SQUARE FEET, MORE OR  
LESS.

ARTICLE 3. If any section, subsection, sentence, clause,  
phrase or portion of this ordinance is for any reason held  
invalid or unconstitutional by any court of competent  
jurisdiction, such portion shall be deemed a separate, distinct  
and independent provision and such holding shall not affect the  
validity of the remaining portions hereof.

ARTICLE 4. This ordinance shall be in full force and  
effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



## PERMANENT ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **MEYR PROPERTIES, L.P.**, a Missouri Limited Partnership, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the State of Missouri, Grantee, a permanent access easement for public access purposes, on, over and across the following-described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 129.45 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 725.00 FEET FOR 6.78 FEET (THE CHORD OF SAID ARC BEARS SOUTH 01°13'05" WEST, 6.78 FEET) TO THE POINT OF BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 5.09 FEET (THE CHORD OF SAID ARC BEARS SOUTH 51°40'58" EAST, 5.08 FEET); THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 48.00 FEET FOR 145.95 FEET (THE CHORD OF SAID ARC BEARS SOUTH 30°52'17" WEST, 95.88 FEET); THENCE NORTH 82°17'22" EAST, 1.99 FEET; THENCE NORTH 81°43'30" EAST, 50.00 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 725.00 FEET FOR 78.28 FEET (THE CHORD OF SAID ARC BEARS NORTH 04°34'44" WEST, 78.23 FEET) TO THE POINT OF BEGINNING AND CONTAINING 1,653 SQUARE FEET, MORE OR LESS.

Said easement is granted for the purpose of allowing public access on, over and across the above-described property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said easement is perpetual and shall run with the land.

*(Continued on following page)*

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey the same.

IN WITNESS WHEREOF, the undersigned has executed this easement on this 23rd day of February, 2024.

MEYR PROPERTIES, L.P.

Ryland R. Meyr  
Ryland R. Meyr, President

STATE OF MISSOURI                     )  
   ) SS.  
COUNTY OF CAPE GIRARDEAU     )

On this 23rd day of February, 2024, before me personally appeared Ryland R. Meyr, President of Meyr Properties, L.P., a Missouri Limited Partnership, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Partnership for the purposes therein stated.

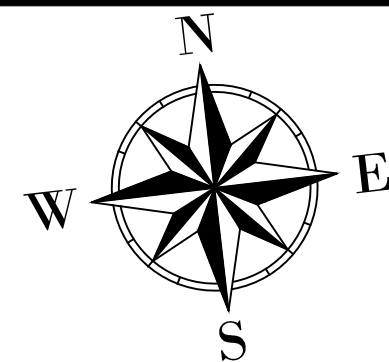
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

Angela Heuring  
Notary Public - Notary Seal  
Scott County, Missouri  
Commission # 12463382  
Commission Expires 07/26/2024

Angela Heuring  
Notary Public Signature

Angela Heuring  
Notary Public Printed Name

My Commission Expires:



NORTH ORIENTATION FROM  
MISSOURI STATE PLANE COORDINATE  
SYSTEM, DERIVED FROM THE MODOT  
VRS SYSTEM. CONVERGENCE AT  
POINT OF BEGINNING = 00°32'38.22"

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# PERMANENT ACCESS EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR PROPERTIES, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST,  
IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

POINT OF COMMENCEMENT  
NW CORNER OF LOT 2  
OF WINTERFIELD SUBDIVISION  
DOCUMENT NUMBER 2023-10159

## DESCRIPTION - PERMANENT ACCESS EASEMENT - MEYR PROPERTIES, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF  
MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF  
WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS  
OF THE CITY AND COUNTY OF CAPE GIRARDEAU IN DOCUMENT  
#2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET;  
THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH  
08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST,  
129.45 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A  
RADIUS OF 725.00 FEET FOR 6.78 FEET (THE CHORD OF SAID ARC  
BEARS SOUTH 01°13'05" WEST, 6.78 FEET) TO THE POINT OF  
BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00  
FEET FOR 5.09 FEET (THE CHORD OF SAID ARC BEARS SOUTH  
51°40'58" EAST, 5.08 FEET); THENCE ALONG AN ARC TO THE RIGHT  
HAVING A RADIUS OF 48.00 FEET FOR 145.95 FEET (THE CHORD OF  
SAID ARC BEARS SOUTH 30°52'17" WEST, 95.88 FEET); THENCE  
NORTH 82°17'22" EAST, 1.99 FEET; THENCE NORTH 81°43'30" EAST,  
50.00 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A  
RADIUS OF 725.00 FEET FOR 78.28 FEET (THE CHORD OF SAID ARC  
BEARS NORTH 04°34'44" WEST, 78.23 FEET) TO THE POINT OF  
BEGINNING AND CONTAINING 1,653 SQUARE FEET, MORE OR LESS.

### LEGEND

	= FOUND 1/2" IRON ROD
	= SET 1/2" IRON ROD
	= SET 3/8" ROD WITH ALUMINUM CAP
	= SUBDIVISION BOUNDARY LINE
	= NEW LOT LINE
	= EXISTING EASEMENT LINE
	= NEW EASEMENT LINE
	= BUILDING SETBACK LINE
	= BUILDING SETBACK ADJUSTED TO EASEMENT LINE.
	= EXTERNAL PROPERTY LINE
	= RIGHT OF WAY LINE
	= CENTERLINE
	= EASEMENT TO BE GRANTED

## KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane  
Cape Girardeau, Missouri 63701  
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049  
PLS CORPORATE LICENSE NO. 000262

DRAWN BY:	ASHTON GASKILL	REV/DATE:	DESCRIPTION:	INITIALS
CHECKED BY:	CHRIS KOEHLER	02/21/24	REVISED PER CITY COMMENTS	AG
SURVEY DATE:	APRIL 2022			
DRAWING DATE:	02-07-2024			
DRAWING NO:	38310			

BRADMA DRIVE  
(50' R/W)

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

R=725.00' L=6.78'  
CH: S1°13'05"E, 6.78'

R=32.00' L=5.09'  
CH: S51°40'58"E, 5.08'

POINT OF  
BEGINNING

R=725.00' L=78.27'  
CH: N4°34'44"W, 78.23'

R=48.00' L=145.95'  
CH: S30°52'17"W, 95.88'

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

N/F  
MEYR PROPERTIES, L.P.  
DOCUMENT NUMBER 2007-00814

N82°17'22"E  
1.99'

N81°43'30"E 50.00'

## PERMANENT ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the State of Missouri, Grantee, a permanent access easement for public access purposes, on, over and across the following-described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 134.79 FEET; TO THE POINT OF BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 8.68 FEET (THE CHORD OF SAID ARC BEARS SOUTH 39°21'32" EAST, 8.65 FEET); THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 725.00 FEET FOR 78.27 FEET (THE CHORD OF SAID ARC BEARS SOUTH 04°34'44" EAST, 78.23 FEET); THENCE SOUTH 81°43'30" WEST, 50.00 FEET; THENCE SOUTH 82°17'22" WEST, 1.99 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 48.00 FEET FOR 95.29 FEET (THE CHORD OF SAID ARC BEARS NORTH 05°08'50" WEST, 80.40 FEET); THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 14.75 FEET (THE CHORD OF SAID ARC BEARS NORTH 38°31'23" EAST, 14.62 FEET); THENCE NORTH 89°02'59" EAST, 37.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,719 SQUARE FEET, MORE OR LESS.

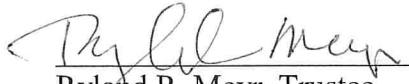
Said easement is granted for the purpose of allowing public access on, over and across the above-described property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said easement is perpetual and shall run with the land.

*(Continued on following page)*

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey the same.

IN WITNESS WHEREOF, the undersigned has executed this easement on this 23rd day of February, 2024.

THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006

  
Ryland R. Meyr, Trustee

STATE OF MISSOURI                     )  
   ) SS.  
COUNTY OF CAPE GIRARDEAU     )

On this 23rd day of February, 2024, before me personally appeared Ryland R. Meyr, Trustee of the Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Trust for the purposes therein stated.

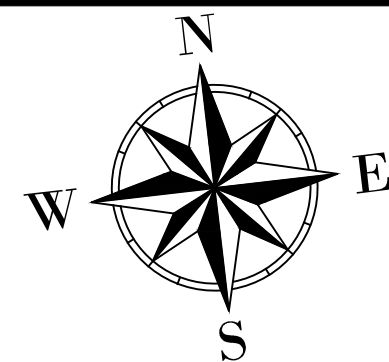
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

Angela Heuring  
Notary Public - Notary Seal  
Scott County, Missouri  
Commission # 12463382  
Commission Expires 07/26/2024

  
Notary Public Signature

Angela Heuring  
Notary Public Printed Name

My Commission Expires:



NORTH ORIENTATION FROM  
MISSOURI STATE PLANE COORDINATE  
SYSTEM, DERIVED FROM THE MODOT  
VRS SYSTEM. CONVERGENCE AT  
POINT OF BEGINNING = 00°32'38.22"

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# PERMANENT ACCESS EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR TRUST

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST,  
IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

POINT OF COMMENCEMENT  
NW CORNER OF LOT 2  
OF WINTERFIELD SUBDIVISION  
DOCUMENT NUMBER 2023-10159

## DESCRIPTION - PERMANENT ACCESS EASEMENT - MEYR TRUST

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF  
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COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF  
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#2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET;  
THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH  
08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST,  
134.79 FEET; TO THE POINT OF BEGINNING;

THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 32.00  
FEET FOR 8.68 FEET (THE CHORD OF SAID ARC BEARS SOUTH  
39°21'32" EAST, 8.65 FEET); THENCE ALONG AN ARC TO THE LEFT  
HAVING A RADIUS OF 725.00 FEET FOR 78.27 FEET (THE CHORD OF  
SAID ARC BEARS SOUTH 04°34'44" EAST, 78.23 FEET); THENCE  
SOUTH 81°43'30" WEST, 50.00 FEET; THENCE SOUTH 82°17'22"  
WEST, 1.99 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A  
RADIUS OF 48.00 FEET FOR 95.29 FEET (THE CHORD OF SAID ARC  
BEARS NORTH 05°08'50" WEST, 80.40 FEET); THENCE ALONG AN  
ARC TO THE LEFT HAVING A RADIUS OF 32.00 FEET FOR 14.75 FEET  
(THE CHORD OF SAID ARC BEARS NORTH 38°31'23" EAST, 14.62  
FEET); THENCE NORTH 89°02'59" EAST, 37.84 FEET TO THE POINT  
OF BEGINNING AND CONTAINING 5,719 SQUARE FEET, MORE OR  
LESS.

## LEGEND

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD
- ⊕ = SET 3/8" ROD WITH ALUMINUM CAP
- = SUBDIVISION BOUNDARY LINE
- = NEW LOT LINE
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- - - = BUILDING SETBACK LINE
- - - = BUILDING SETBACK ADJUSTED TO EASEMENT LINE.
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- ▨ = EASEMENT TO BE GRANTED

# KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane  
Cape Girardeau, Missouri 63701  
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049  
PLS CORPORATE LICENSE NO. 000262

DRAWN BY:	ASHTON GASKILL	REV/DATE:	DESCRIPTION:	INITIALS
CHECKED BY:	CHRIS KOEHLER	02/21/24	REVISED PER CITY COMMENTS	AG
SURVEY DATE:	APRIL 2022			
DRAWING DATE:	02-07-2024			
DRAWING NO:	38310			

## SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **MEYR PROPERTIES, L.P.**, a Missouri Limited Partnership, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the State of Missouri, Grantee, a sanitary sewer easement and the right, privilege, permission and authority to enter on and upon the following-described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 129.45 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 725.00 FEET FOR 85.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 04°18'39" EAST, 85.00 FEET); THENCE SOUTH 81°43'30" WEST, 44.74 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°24'43" WEST, 19.46 FEET; THENCE NORTH 88°35'17" WEST, 20.00 FEET; THENCE NORTH 01°24'43" EAST, 16.19 FEET; THENCE NORTH 82°17'22" EAST, 15.00 FEET; THENCE NORTH 81°43'30" EAST, 5.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 356 SQUARE FEET, MORE OR LESS.

Said easement and the right, privilege, permission and authority to enter on and upon the above-described property is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair sanitary sewer improvements from time to time, in, on, upon, or across the above-described property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said easement is perpetual and shall run with the land.

*(Continued on following page)*

The undersigned covenants that it is the owner in fee simple of the above-described property and has the legal right to convey the same.

IN WITNESS WHEREOF, the undersigned has executed this easement on this 23rd day of February, 2024.

MEYR PROPERTIES, L.P.

Ryland R. Meyr  
Ryland R. Meyr, President

STATE OF MISSOURI                     )  
   ) SS.  
COUNTY OF CAPE GIRARDEAU     )

On this 23rd day of February, 2024, before me personally appeared Ryland R. Meyr, President of Meyr Properties, L.P., a Missouri Limited Partnership, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Partnership for the purposes therein stated.

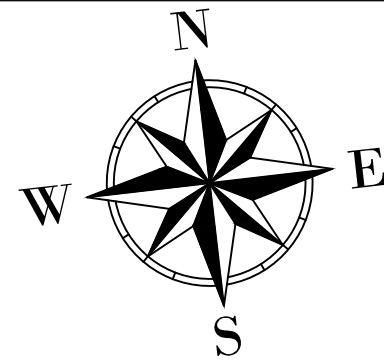
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

Angela Heuring  
Notary Public - Notary Seal  
Scott County, Missouri  
Commission # 12463382  
Commission Expires 07/26/2024

Angela Heuring  
Notary Public Signature

Angela Heuring  
Notary Public Printed Name

My Commission Expires:



NORTH ORIENTATION FROM  
MISSOURI STATE PLANE COORDINATE  
SYSTEM, DERIVED FROM THE MODOT  
VRS SYSTEM. CONVERGENCE AT  
POINT OF BEGINNING = 00°32'38.22"

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# SANITARY SEWER EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR PROPERTIES, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST,  
IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

POINT OF COMMENCEMENT  
NW CORNER OF LOT 2  
OF WINTERFIELD SUBDIVISION  
DOCUMENT NUMBER 2023-10159

## DESCRIPTION - SANITARY SEWER EASEMENT - MEYR PROPERTIES, L.P.

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
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CONTAINING 356 SQUARE FEET, MORE OR LESS.

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

BRAHMA DRIVE  
(50' R/W)

S89°02'59"W 129.45'

R=725.00'  
CH: S4°18'39"E, 85.00'  
L=85.05'

POINT OF  
BEGINNING

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

N/F  
MEYR PROPERTIES, L.P.  
DOCUMENT NUMBER 2007-00814

## LEGEND

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD
- ⊕ = SET 3/8" ROD WITH ALUMINUM CAP
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# KOEHLER

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DRAWN BY:	ASHTON GASKILL	REV/DATE	DESCRIPTION	INITIALS
CHECKED BY:	CHRIS KOEHLER	02/21/24	REVISED PER CITY COMMENTS	AG
SURVEY DATE:	APRIL 2022			
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DRAWING NO:	38310			

## SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the State of Missouri, Grantee, a sanitary sewer easement and the right, privilege, permission and authority to enter on and upon the following-described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

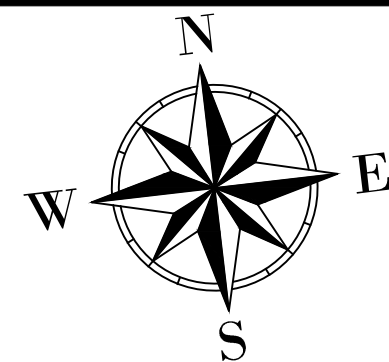
COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS OF SAID COUNTY IN DOCUMENT #2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET; THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH 08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST, 165.10 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°24'43" WEST, 90.63 FEET; THENCE SOUTH 81°43'30" WEST, 5.27 FEET; THENCE SOUTH 82°17'22" WEST, 15.00 FEET; THENCE NORTH 01°24'43" EAST, 139.90 FEET; THENCE SOUTH 87°30'44" EAST, 5.14 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 775.00 FEET FOR 46.50 FEET (THE CHORD OF SAID ARC BEARS SOUTH 00°46'07" WEST, 46.50 FEET); THENCE NORTH 89°02'59" EAST, 14.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,079 SQUARE FEET, MORE OR LESS.

Said easement and the right, privilege, permission and authority to enter on and upon the above-described property is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair sanitary sewer improvements from time to time, in, on, upon, or across the above-described property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said easement is perpetual and shall run with the land.

*(Continued on following page)*





NORTH ORIENTATION FROM  
MISSOURI STATE PLANE COORDINATE  
SYSTEM, DERIVED FROM THE MODOT  
VRS SYSTEM. CONVERGENCE AT  
POINT OF BEGINNING = 00°32'38.22"

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.

# SANITARY SEWER EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR TRUST

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13 EAST,  
IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

POINT OF COMMENCEMENT  
NW CORNER OF LOT 2  
OF WINTERFIELD SUBDIVISION  
DOCUMENT NUMBER 2023-10159

## DESCRIPTION - SANITARY SEWER EASEMENT - MEYR TRUST

THAT PART OF US SURVEY 790, TOWNSHIP 31 NORTH, RANGE 13  
EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF  
MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2 OF  
WINTERFIELD SUBDIVISION AS RECORDED IN THE LAND RECORDS  
OF THE CITY AND COUNTY OF CAPE GIRARDEAU IN DOCUMENT  
#2023-10159; THENCE SOUTH 08°17'01" WEST, 305.49 FEET;  
THENCE SOUTH 84°57'40" EAST, 20.03 FEET; THENCE SOUTH  
08°17'01" WEST, 377.24 FEET; THENCE SOUTH 89°02'59" WEST,  
165.10 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°24'43" WEST, 90.63 FEET; THENCE SOUTH  
81°43'30" WEST, 5.27 FEET; THENCE SOUTH 82°17'22" WEST, 15.00  
FEET; THENCE NORTH 01°24'43" EAST, 139.90 FEET; THENCE SOUTH  
87°30'44" EAST, 5.14 FEET; THENCE ALONG AN ARC TO THE LEFT  
HAVING A RADIUS OF 775.00 FEET FOR 46.50 FEET (THE CHORD OF  
SAID ARC BEARS SOUTH 00°46'07" WEST, 46.50 FEET); THENCE  
NORTH 89°02'59" EAST, 14.35 FEET TO THE POINT OF BEGINNING  
AND CONTAINING 2,079 SQUARE FEET, MORE OR LESS.

## LEGEND

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD
- ⊕ = SET 3/8" ROD WITH ALUMINUM CAP
- = SUBDIVISION BOUNDARY LINE
- = NEW LOT LINE
- - - = EXISTING EASEMENT LINE
- - - = NEW EASEMENT LINE
- - - = BUILDING SETBACK LINE
- - - = BUILDING SETBACK ADJUSTED TO  
EASEMENT LINE.
- . - . - = EXTERNAL PROPERTY LINE
- - - = RIGHT OF WAY LINE
- - - = CENTERLINE
- ▨ = EASEMENT TO BE GRANTED

# KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane  
Cape Girardeau, Missouri 63701  
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049  
PLS CORPORATE LICENSE NO. 000262

DRAWN BY:	ASHTON GASKILL	REV/DATE:	DESCRIPTION:	INITIALS
CHECKED BY:	CHRIS KOEHLER	02/21/24	REVISED PER CITY COMMENTS	AG
SURVEY DATE:	APRIL 2022			
DRAWING DATE:	02-07-2024			
DRAWING NO:	38310			

BRAHMA DRIVE  
(50' R/W)

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

N/F  
THE AMENDMENT AND RESTATEMENT OF  
THE RYLAND R. MEYR VOLUNTARY TRUST  
AGREEMENT OF DECEMBER 29, 2006  
DOCUMENT NUMBER 2023-08648

N/F  
MEYR PROPERTIES, L.P.  
DOCUMENT NUMBER 2007-00814

POINT OF  
BEGINNING

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**Staff:** Jake Garrard, City Engineer  
**Agenda:** 5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-078**

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**SUBJECT**

A Resolution Authorizing the City Manager to execute an Agreement with Fronabarger Concreters, Inc. for the Minnesota Avenue - MO Route 74 Intersection Improvements, FAF-74-1 (21)

**EXECUTIVE SUMMARY**

The intersection Improvements at Minnesota Avenue-MO Route 74, FAF-74-1 (21) consists of the Removal of existing curbs, sidewalk, and street pavement, clearing and grubbing as needed within the project limits, site preparation and grading, storm sewer construction, aggregate surfacing, concrete street and sidewalk paving, concrete traffic barrier, chain link fencing, light pole relocation, site restoration, and other related improvements as indicated on the Project Plans or within the Project Documents prepared by Koehler Engineering and Land Surveying, Inc. and dated March 15, 2024, for the construction of the new intersection of Minnesota Avenue with MO Route 74.

**BACKGROUND/DISCUSSION**

On December 30, 2023 the City Manager was authorized to execute a Maintenance Agreement with the Missouri Highways and Transportation Commission for intersection improvements at Route 74/Shawnee Parkway and Minnesota Avenue.

Koehler Engineering and Land Surveying, Inc. was chosen from a MoDOT approved list of consultant firms and executed an agreement with the City of Cape Girardeau on January 31, 2022 to design the project. The project was publicly advertised and four (4) bids were received on April 9, 2024. The bids ranged in price from \$563,919.51 to \$776,628.29. The low bid was submitted by Fronabarger Concreters, Inc.


**FINANCIAL IMPACT**

Funding for this project will come from a grant administered through the Missouri Department of Transportation. The federal share for this project will be 50% of the total project cost, not to exceed \$306,000. Any costs that exceed this amount will be paid by the City of Cape Girardeau using TTF 6 funds.

**STAFF RECOMMENDATION**

Staff recommends Council pass and a Resolution authorizing the City Manager to enter in a contract with Fronabarger Concreters, Inc., for the Minnesota Avenue-MO Route 74 Intersection Improvements, FAF-74-1

(21).

<b>ATTACHMENTS:</b>	
Name:	Description:
 <a href="#">Agreement_Fronabarger_Minnesota_Mo_Route_74_Improvements.doc</a>	Resolution
 <a href="#">Agreement_with_Fronabarger.pdf</a>	Agreement with Fronabarger Concreters

BILL NO. 24-49

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FRONABARGER CONCRETERS, INC., FOR MINNESOTA AVENUE - MO ROUTE 74 INTERSECTION IMPROVEMENTS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Fronabarger Concreters, Inc., for the Minnesota Avenue - MO Route 74 Intersection Improvements (FAF-74-1(21)). The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



# CITY of CAPE G I R A R D E A U

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and  
Fronabarger Concreters, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal of existing curbs, sidewalk, and street pavement, clearing and grubbing as needed within the project limits, site preparation and grading, storm sewer construction, aggregate surfacing, concrete street and sidewalk paving, concrete traffic barrier, chain link fencing, light pole relocation, site restoration, and other related improvements as indicated on the Project Plans or within the Project Documents prepared by Koehler Engineering and Land Surveying, Inc. and dated March 15, 2024, for the construction of the new intersection of Minnesota Avenue with MO Route 74.

### ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: FAF-74-1(21) Minnesota Avenue – MO Route 74 Intersection Improvements

### ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Koehler Engineering and Land Surveying, Inc. who is the Engineer of Record and shall be known as the Owner's Consultant, but will serve no role as the Owner's representative for this Project unless otherwise specified herein.
- 3.02 The City Engineer or the City Engineer's designee is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 Contract Times: Days

- A. The Work will be ~~substantially~~ completed within 250 calendar days after the date when the Contract Times commence to run or by June 30, 2025 whichever date occurs first as provided in the Job Special Provisions and Section 108 of 2023 Missouri Standard Specifications for Highway Construction Paragraph 4.01 of the General Conditions, and ~~completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within \_\_\_\_\_ days after the date when the Contract Times commence to run.~~

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. ~~Substantial~~ Completion: Contractor shall pay Owner \$ 2,800 for each day or partial day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. ~~Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ \_\_\_\_\_ for each day that expires after such time until the Work is completed and ready for final payment.~~
  3. ~~Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.~~

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Retainage may be initiated during contract performance in accordance with Section 109.9 of the 2023 Missouri Standard Specifications for Highway Construction.

- ~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract~~
  - ~~a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
  - ~~b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- ~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages A-1 to A-7, inclusive).
  - 2. Performance bond (pages \_\_\_ to \_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_ to \_\_\_, inclusive).
  - 4. General Conditions and Supplementary Conditions (pages \_\_\_ to \_\_\_, inclusive).
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings (not attached but incorporated by reference) consisting of \_\_\_ sheets with each sheet bearing the following general title: \_\_\_.
  - 7. Addenda (numbers 1 to 1, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages BF-1 to BF-4, inclusive). Labeled Exhibit A
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Affidavit of Compliance with Prevailing Wage
  - f. ~~Contractor's Warranty~~
  - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the 2023 Missouri Standard Specifications for Highway Construction Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. ~~Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid.~~ *(deleted item already addressed by contractor's signature on the "Notice to Contractors" bid form)* For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Fronabarger Concreters, Inc.

By: Kenneth Haskin

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Community Development, City Hall

Fronabarger Concreters, Inc.

44 N. Lorimier Street

3290 State Hwy E

Cape Girardeau, MO 63701

Oak Ridge, MO 63769

License No.: \_\_\_\_\_

*(where applicable)*

# CITY *of* CAPE GIRARDEAU

## BID FORM

### PROJECT IDENTIFICATION:

The improvements consist of removal of exiting curbs, sidewalk, and street pavement, clearing and grubbing as needed within the project limits, site preparation and grading, storm sewer construction, aggregate surfacing, concrete street and sidewalk paving, concrete traffic barrier, chain link fencing, light pole relocation, site restoration and other related improvements as indicated on the Project Plans or within the Project Documents prepared by Koehler Engineering and Land Surveying, Inc. and dated March 15, 2024, for the Construction of a new intersection of Minnesota Avenue with Missouri Route 74.

### CONTRACT IDENTIFICATION:

Project Name: THE INTERSECTION OF MINNESOTA AVENUE AND MISSOURI ROUTE 74  
City Project Number: PROJECT #2122  
Issue Date: MARCH 15, 2024

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient .....	1
ARTICLE 2 – Bidder’s Acknowledgements .....	1
ARTICLE 3 – Bidder’s Representations .....	1
ARTICLE 4 – Bidder’s Certification .....	2
ARTICLE 5 – Basis of Bid .....	3
ARTICLE 6 – Time of Completion .....	3
ARTICLE 7 – Attachments to this Bid .....	3
ARTICLE 8 – Defined Terms.....	4
ARTICLE 9 – Bid Submittal.....	4



- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) documented on the E-Procurement Bid Form.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION (SEE 'NOTICE TO CONTRACTORS' SECTION (4) "LIQUIDATED DAMAGES")**

~~6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.~~

~~6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.~~

**ARTICLE 7 – ATTACHMENTS TO THIS BID (SEE 'BIDDER CHECKLIST' REQUIREMENTS)**

~~7.01 The following documents are submitted with and made a condition of this Bid:~~

- ~~A. Required Bid security;~~
- ~~B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;~~
- ~~C. If applicable, Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- ~~D. Required Bidder Qualification Statement with supporting data;~~
- ~~E. Affidavit of Work Authorization;~~
- ~~F. Affidavit of OSHA Training;~~
- ~~G. Anti-Discrimination Against Israel Act Certification; and~~
- ~~H. Certification Regarding Debarment, Suspension and Other Responsibility Matters.~~

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

FRONABARGER CONCRETES, INC.

By:

*[Signature]*

David McMullen

*[Printed name]*

DAVID McMULLEN

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

[Signature]

Kelly Tucker

[Printed name]

KELLY TUCKER

Title:

SECRETARY

Submittal Date:

4/9/24

Address for giving notices:

3290 STATE Hwy E

OAK RIDGE, MO 63769

Telephone Number:

573-266-3212

Fax Number:

573-266-3235

Contact Name and e-mail address:

DAVID MIMOUN

david@frenebarger.com

Bidder's License No.:

1424

(where applicable)

Item Description	Quantity	Unit	Unit Price	Item Total
Clearing & Grubbing	0.28	AC	\$20,000.00	\$5,600.00
Removal of Existing Improvements	1.00	LS	\$19,200.00	\$19,200.00
Class "A" Excavation	3,077.00	CY	\$7.00	\$21,539.00
Compacting Embankment	743.00	CY	\$2.00	\$1,486.00
Type 5 Aggregate for Base - 4" Thick (Includes Base for all Pavement, Driveways, and Sidewalks)	3,743.00	SY	\$6.00	\$22,458.00
Gravel (Driveway Replacement)	15.00	SY	\$10.00	\$150.00
Concrete Pavement - 7" Thick (Includes Road and Driveway pavement off MODOT R/W)	2,088.00	SY	\$65.00	\$135,720.00
Concrete Pavement - 8" Thick (Pavement within MODOT R/W)	1,336.00	SY	\$86.00	\$114,896.00
Chain-Link Fence - 60"	146.00	LF	\$90.00	\$13,140.00
3 in. Concrete Median Strip (Low Profile Islands)	340.00	SY	\$116.00	\$39,440.00
Concrete Sidewalk - 4" Thick	230.00	SY	\$81.00	\$18,630.00
Curb and Gutter Type A - Integral	791.00	LF	\$8.00	\$6,328.00
Furnish Type 2 Rock Blanket, 12" Thick	11.00	SY	\$40.00	\$440.00
Place Type 2 Rock Blanket, 12" Thick	11.00	SY	\$65.00	\$715.00
Tie Bar (Drilling, Furnishing and Installation) for Full Depth Pavement Repair (Type L2 Joints)	357.00	EA	\$12.00	\$4,284.00
Curb Inlet (City of Cape Girardeau Standard)	2.00	EA	\$3,200.00	\$6,400.00
Construction Signs	514.93	SF	\$7.00	\$3,604.51
Channelizer (Trim Line)	84.00	EA	\$15.00	\$1,260.00
Type III Barricades	4.00	EA	\$165.00	\$660.00
Flashing Arrow Panel	2.00	EA	\$1,000.00	\$2,000.00
Temporary Long-Term Rumble Strips (Set of 5 Strips)	8.00	EA	\$1,200.00	\$9,600.00
Concrete Traffic Barrier, Type A	651.00	LF	\$84.00	\$54,684.00
General Contract Requirements, Including Mobilization and Demobilization	1.00	LS	\$40,000.00	\$40,000.00
6 in. White High Build Waterborne Pavement Marking Paint, Type L Beads	2,201.00	LF	\$2.00	\$4,402.00
6 in. Yellow High Build Waterborne Pavement Marking Paint, Type L Beads	703.00	LF	\$2.00	\$1,406.00
Pavement Marking - Helmeted Bicyclist Symbol per MUTCD Chapter 9C	2.00	EA	\$750.00	\$1,500.00
Reinforced Concrete Pipe, Class III, 15" dia.	148.00	LF	\$65.00	\$9,620.00
Concrete Flared End Section, 15" dia.	3.00	EA	\$1,100.00	\$3,300.00
Furnish and Install Fertilizing, Seeding & Mulching	0.99	AC	\$6,500.00	\$6,435.00
Furnish and Install Rock Ditch Checks	1.00	EA	\$150.00	\$150.00
Furnish and Install Curb Inlet Checks	4.00	EA	\$120.00	\$480.00
Furnish and Install Silt Fencing	773.00	LF	\$4.00	\$3,092.00
Relocated Pole (Light Poles along MO Route 74)	2.00	EA	\$5,650.00	\$11,300.00
				\$563,919.51

## DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 4.0% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

4 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

CONTACTED LOCAL DBE CONTRACTORS IN ORDER TO OBTAIN A BID.

# DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: FAF-74-1 (21)Route: 74 r MINNESOTACounty: CAPE GIRARDEAUPrime Contractor: FRANABARGER CONCRETE, INC.Contract Amount: \$563,919.51

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to \_\_\_\_\_ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is \_\_\_\_\_ and the e-mail address for submittal is \_\_\_\_\_. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: GERDAN SLIPFORMING Address: PO Box 715 CAPE GIRARDEAU, MO 63702

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
12	651' x \$82.00/LF = \$53,382.00	100%	\$53,382.00	9.47%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: <u>53,382.00</u>				Total % <u>9.47</u>		

\*\*Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

FRANABARGER CONCRETE, INC.  
 Company Name (Prime Contractor)

DANIEL McMAHON PRESIDENT  
 Name / Title

Daniel McMahon  
 Signed (Prime Contractor)

CONTRACTOR'S ACKNOWLEDGEMENT

1. *Form to be used if Contractor is an individual.* N/A

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

2. *Form to be used if Contractor is a partnership or unincorporated company.*

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

3. Form to be used if Contractor is a corporation

State of MISSOURI )  
County of CAPE GIRARDEAU ) ss.

On this 10<sup>th</sup> day of APRIL, 20 24, before me appeared  
DAVID M. MULLIN, to me personally known, who being  
by me duly sworn, did say that he/she is the PRESIDENT of  
FRONASARBER CONCRETES, INC. (the Contractor) and that the seal affixed to the foregoing  
agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal,  
contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority  
of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said  
corporation.

Witness my hand and seal at Oak Ridge, Missouri,  
the day and year first above written.

(SEAL)

Kara Whitledge Westrich  
Notary Public

My commission expires March 14, 20 25.

KARA WHITLEDGE WESTRICH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cape Girardeau County  
My Commission Expires: March 14, 2025  
Commission #17727981

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- ☒ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☒ 2. All bids shall be submitted using the City's E-Procurement system at [www.cityofcapegirardeau.org/departments/administrative/finance/bids](http://www.cityofcapegirardeau.org/departments/administrative/finance/bids). The City of Cape Girardeau does not accept paper bids. Any paper bids submitted will be rejected.
- ☒ 3. Please read all items in the bidding document carefully.
- ☒ 4. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation.
- ☒ 5. Submit the Bid, Bid Bond and associated Bid Documents by logging onto the City's E-procurement website and follow the instructions. Prompts for all necessary Bid Documents required to complete the Bid Submittal are located on the website. The Bidder's unit bid prices must be entered directly into the "Itemized Bid Form" an excel spreadsheet provided for download from the website
- ☒ 6. The apparent low bidder and second low bidder must submit the DBE Submittal Forms, E-Verify MOU and Affidavit of Work Authorization within 3 business days of the Bid Opening. The DBE Identification Submittal Form must be submitted for each DBE being utilized on the project.

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the City's E-Procurement website and the MoDOT Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not acknowledging addenda (See Section 3.01A of City of Cape Girardeau Bid Form)
- b) Not providing a bid bond
- c) Not checking junk email folder or spam filter to make sure all email updates were received

All questions concerning the bid document preparation can be directed to Mr. Jake Garrard, PE at (573) 339-6327.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Mr. Jake Garrard, PE at (573) 339-6327 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

## NOTICE TO CONTRACTORS

All bids for the proposed work must be submitted through the City of Cape Girardeau's E-Procurement system until 10:00 AM, Tuesday April the 9<sup>th</sup>, 2024, local time, and at that time will be publicly opened and read.

A pre-bid conference will be held at 10:00 AM, Wednesday, April 3<sup>rd</sup>, 2024, in the Port Conference Room, 2<sup>nd</sup> floor City Hall, 44 North Lorimier Street, Cape Girardeau, MO 63701. Representatives of the Owner and Engineer will be present to discuss the project. Bidders are required to attend and participate in the pre-bid conference. Addenda, as considered necessary will be transmitted to the prospective Bidders and plan holders in response to questions arising from the conference. Oral statements may not be relied upon and will not be binding or legally effective.

The City's Procurement system is located at the following URL:

<https://www.cityofcapegirardeau.org/departments/administrative/finance/bids>.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The improvements consist of removal of existing curbs, sidewalk, and street pavement, clearing and grubbing as needed within the project limits, site preparation and grading, storm sewer construction, aggregate surfacing, concrete street and sidewalk paving, concrete traffic barrier, chain link fencing, light pole relocation, site restoration and other related improvements as indicated on the Project Plans or within the Project Documents prepared by Koehler Engineering and Land Surveying, Inc. and dated March 15<sup>th</sup>, 2024 for the Construction of a new intersection of Minnesota Avenue with Missouri Route 74.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". **The effective date for the contract version of both the Standard Plans and Standard Specifications will be the January 1<sup>st</sup>, 2024.**

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Work for the project which is constructed off of the existing or proposed Missouri State Right of Way shall be constructed in accordance with the City of Cape Girardeau Standards and Standard Specifications. These documents are available at the following website: [https://www.cityofcapegirardeau.org/departments/development/engineering\\_division](https://www.cityofcapegirardeau.org/departments/development/engineering_division).

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, The City of Cape Girardeau, Missouri, and the term "Engineer" is a reference to the Engineer of Record from Koehler Engineering and Land Surveying, Inc.

The contracting authority for this contract is The City of Cape Girardeau, Missouri.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently

prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

**Calendar Days:** 250 calendar days  
**Completion Date:** June 30, 2025

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 2,800.00. (Includes both Administrative Costs and Road User Costs. See JSP S for further information).

(5) **BID GUARANTY:** The bidder shall follow instructions on the City's E-procurement website for the uploading of a scan of the Bid Guarantee. The Bid Bond Amount is to be 5% of the total bid amount.

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 29", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

FRONABARGER CONCRETERS, INC., which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of MISSOURI

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 9<sup>th</sup> day of APRIL 2024.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

David McMullen  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

DAVID MCMULLEN  
Please print or type name and title of person signing here

Attest: Kelly Tucker

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price.

Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** THE CITY OF CAPE GIRARDEAU, MISSOURI is a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) **DOCUMENT PRECEDENCE:** Project Work will be governed by the MoDOT Standard Specifications for Highway Construction / MoDOT Standard Plans for Highway Construction, as well as the July 21, 2021 version of the City of Cape Girardeau Standard Specifications, and the February 25, 2016 version of the City of Cape Girardeau Standard Drawings. Copies of the se documents may be obtained at the following web addresses:

<https://www.modot.org/missouri-standard-specifications-highway-construction>

<https://www.modot.org/missouri-standard-plans-highway-construction>

[https://www.cityofcapegirardeau.org/departments/development/engineering\\_division](https://www.cityofcapegirardeau.org/departments/development/engineering_division)

Work located on the MoDOT Right of Way shall be governed by the MoDOT Standards and Specifications. Work on the City of Cape Girardeau Property shall be governed by the City Standards and Specifications.

For General Conditions, where the standard specifications may be in conflict, the more stringent standard shall apply. The Contractor is required to be fully familiar with both sets of documents, and to ensure compliance with both sets as applicable, in addition to the full contents of the bound project book.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**EXHIBIT**  
**AFFIDAVIT OF OSHA TRAINING**

COMES NOW (Name) DAVID M. MULLIN as (Office Held) PRESIDENT  
of (Company Name/Contractor) FRONZBACHER CONCRETE, INC. and first being duly sworn, on  
my oath, affirm in connection with the contracted services related to MINNESOTA AVE MD Rte 74  
INTERSECTION (Project Name) for the duration of the contract, as follows:

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

2. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences, as required by Section 292.675, RSMo.

3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.

5. Contractor acknowledges that pursuant to Section 292.675, RSMo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such employee is employed without the training required in Section 292.675, RSMo.

6. Contractor acknowledges that violations of Section 292.675, RSMo, and imposition of the penalties described therein shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

7. Contractor acknowledges that in the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo., has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

OSHA - 1

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

FRONABARGER CONCRETE, Inc.  
(name of corporation)

By:

David M. Mullin PRESIDENT  
(name of officer of corporation and title)

ATTEST:

Kelly Tucker  
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF MISSOURI

)  
) ss.  
)

COUNTY OF CAPE GIRARDEAU

On this 10<sup>th</sup> day of April, 2024, before me appeared David M. Mullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronabarger Concrete, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Kara Whitlege Westrich  
Notary Public

My Commission Expires:

March 14, 2025



OSHA - 2

**EXHIBIT**  
**AFFIDAVIT OF WORK AUTHORIZATION**

COMES NOW (Name) DAVID McMINN as (Office Held) PRESIDENT  
of (Company Name/Contractor) FRONABARGER CONCRETE, INC. and first being duly sworn, on  
my oath, affirm as follows:

1. (Company Name/Contractor) FRONABARGER CONCRETE, INC.  
is enrolled and will continue to participate in a federal work authorization program in respect to  
employees that will work in connection with the contracted services related to (Project Name) MINNESOTA  
AVE + MO 74 INTERSECTION for the duration of the contract in accordance with RSMo  
Chapter 285.530(2).

2. I also affirm that (Company Name/Contractor) FRONABARGER CONCRETE, INC. does  
not and will not knowingly employ a person who is an unauthorized alien in connection with the  
contract services related to (Project Name) MINNESOTA AVE + MO 74 INTERSECTION for  
the duration of the contract.

3. Attached hereto is documentation affirming Contractor's enrollment and  
participation in a federal work authorization program with respect to the employees working in  
connection with the contracted services.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the  
undersigned understands that false statements made in this filing are subject to the  
penalties provided in Section 575.040, RSMo.)

FRONABARGER CONCRETE, INC.  
(Name of Corporation)

By:

DAVID McMINN PRESIDENT  
(Name of Officer of Corporation and Title)

ATTEST:

Kelly Tucker  
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF Missouri )  
COUNTY OF Cape Girardeau ) ss.

On this 10<sup>th</sup> day of April, 2024, before me appeared David McMullen, to me personally known, who, being by me duly sworn, did say that he/she is the President of Krombarger Concrete, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Kara Whitledge Westrich  
Notary Public

My Commission Expires:

March 14, 2025

KARA WHITLEDGE WESTRICH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cape Girardeau County  
My Commission Expires: March 14, 2025  
Commission #17727981

Company ID Number: 193478

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Fronabarger Concreters, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 193478

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Fronabarger Concreters, Inc.

David McMullin

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/25/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 193478

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Fronabarger Concreters, Inc.

Company Facility Address: 3290 State Hwy. E

Oak Ridge, MO 63769

Company Alternate  
Address:

County or Parish: CAPE GIRARDEAU

Employer Identification  
Number: 431396603

North American Industry  
Classification Systems  
Code: 237

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified  
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 193478

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: David McMullin  
Telephone Number: (573) 266 - 3212  
E-mail Address: david@fronabarger.com

Fax Number: (573) 266 - 3235

## ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000 or more, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel;

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

IN AFFIRMATION THEREOF, the undersigned states that the facts stated above are true and correct, and that he/she understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.

Fronabarger Concrete, Inc.  
(Name of Corporation)

By: D. M. Muller President  
(Name of Officer of Corporation and Title)

ATTEST:

[Signature]  
Secretary (or other officer)

(SEAL OF CORPORATION)



STATE OF Missouri )  
COUNTY OF Cape Girardeau ) ss.

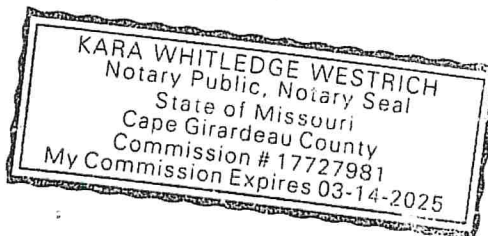
On this 15<sup>th</sup> day of December, 2020<sup>3</sup>, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronsbarger Concrete, Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, the day and year first above written.

Kara Whittedge Westrich  
Notary Public

My Commission Expires:

March 14, 2025





**UNITED FIRE & CASUALTY COMPANY**

118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700  
(A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we

FRONABARGER CONCRETERS INC

3290 STATE HWY E, OAK RIDGE, MO 637695100

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Cape Girardeau

401 Independence, Cape Girardeau, MO 63701

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount

Dollars (\$5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Intersection of Minnesota Ave & MO Route '74'  
FAI-74-1(21)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April, 2024.

*Kelly Tucker*

(WITNESS)

*Sarah Jane Smith*

(WITNESS)

FRONABARGER CONCRETERS INC

By *[Signature]* (Seal)

(PRINCIPAL)

*President*

(TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)

(SURETY)

By *[Signature]*  
Todd A Ward (ATTORNEY-IN-FACT)

## ACKNOWLEDGMENT OF SURETY

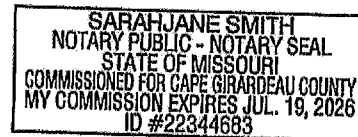
State of Missouri

County of Cape Girardeau

On this 2 day of April, 2024 Personally appeared before me Todd A. Ward who being duly sworn did depose and say that he/she is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Todd A. Ward acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Sarah Jane Smith

Notary Public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

Bond No.:

Obligee:

City of Cape Girardeau 401 Independence, Cape  
Girardeau, MO 63701

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CHARLES W. DECKER, BEULAH M. YOUNG-ROWDEN, PRISCILLA B. HUNTER, TODD A. WARD, REBECCA STEVENS, KRISTEN A. BATSON, JAMIE STEGER, MELINDA L. CLARY, SARAHJANE SMITH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire August 1st, 2024 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of April, 2024.



UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 2nd day of April, 2024 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell  
Iowa Notarial Seal  
Commission number 713274  
My Commission Expires 10/26/2025

*Patti Waddell*

Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.  
this 2nd day of April, 2024.



By: *Mary A. Bertsch*

Assistant Secretary,  
UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

**NOTICE TO MISSOURI SURETY BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first.

If you are unable to contact or obtain information from your agent, you may contact our company at

address and phone number below:

**UNITED FIRE & CASUALTY COMPANY**

**ATTENTION: BOND DEPARTMENT**

**P.O. BOX 73909**

**CEDAR RAPIDS, IOWA 52407**

**1-800-343-9130**

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-079**

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**SUBJECT**

Approval of the transfer of ownership of the special use permit for 3037 Lexington Avenue.

**EXECUTIVE SUMMARY**

Fonn Enterprises, LLC has submitted a letter requesting transfer of ownership of the special use permit for the purpose of maintaining and operating a building for office, service and retail uses at 3037 Lexington Avenue to Brickyard Properties & Development LLC. The letter and the special use permit are attached, along with a map. Staff recommends approval of the transfer, by motion.

**BACKGROUND/DISCUSSION**

In 2006, the City Council granted a special use permit for the purpose of maintaining and operating a building for office, service and retail uses at 3037 Lexington Avenue. The permit contains a condition prohibiting its transfer without the consent of the Council. The permit has been transferred several times by the Council over the years. The current owner of the permit, Fonn Enterprises, LLC, has submitted a letter requesting transfer of ownership of the permit to Brickyard Properties & Development LLC. The letter and the special use permit are attached, along with a map.

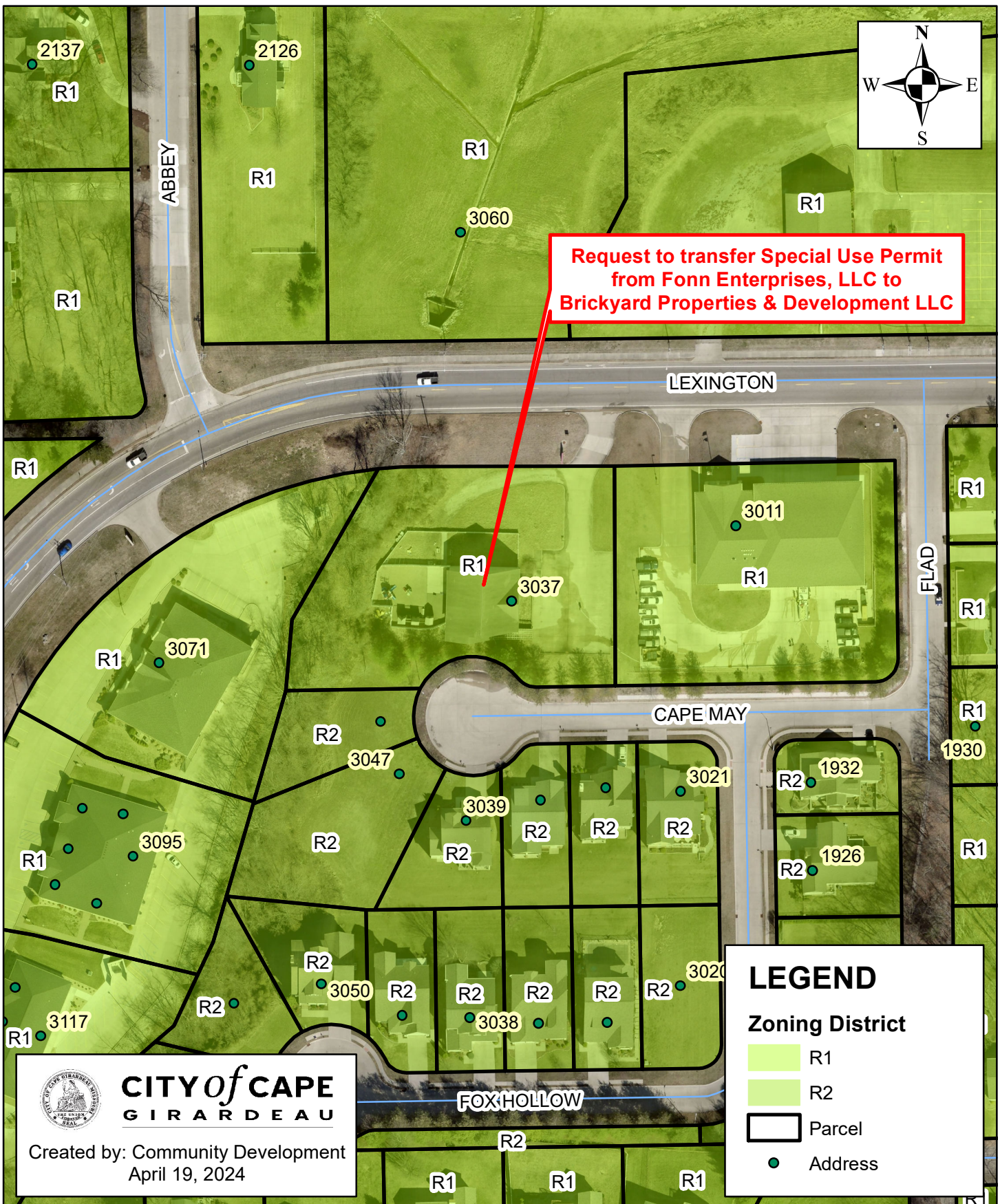
**STAFF RECOMMENDATION**

Staff recommends approval of the transfer, by motion.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Map - 3037 Lexington Avenue - Special Use Permit Transfer Request.pdf</a>	3037 Lexington Avenue - Map
<a href="#">Transfer_letter-signed.pdf</a>	3037 Lexington Avenue - Transfer Request Letter
<a href="#">Special Use Permit - 3037 Lexington Ave.pdf</a>	3037 Lexington Avenue - Special Use Permit

# 3037 Lexington Avenue Special Use Permit Transfer Request



April 15, 2024

Mr. Ryan Shrimplin, AICP  
City of Cape Girardeau  
44 North Lorimier  
Cape Girardeau, MO 63701

Re: REQUEST FOR TRANSFER OF SPECIAL USE PERMIT  
Fonn Enterprises, LLC to Brickyard Properties & Development LLC  
3037 Lexington, Cape Girardeau, MO 63701

Dear Mr. Shrimplin:

I represent Fonn Enterprises, LLC, a Missouri limited liability company, consisting of myself as managing member. I am writing on its behalf to request a transfer of the existing Special Use Permit for a building for office, service and retail use located at 3037 Lexington, to Brickyard Properties & Development LLC.

Fonn Enterprises, LLC has sold the property at 3037 Lexington to Brickyard Properties & Development LLC with the understanding that the City would transfer the existing SUP to Brickyard Properties & Development LLC.

Please include this request for transfer of SUP in the agenda for the next council meeting. If you need additional information from me, please contact me at your earliest convenience. Thank you.

Sincerely,

DocuSigned by:  
  
BD67EB957A2C4B5...

Sonjay J. Fonn, LLC Managing Member

2006-03117

REC FEE: \$36.00  
PAGES: 5

JANET ROBERT, Recorder of  
Deeds, Cape Girardeau  
County MO, certify that  
this document was filed  
for record at 09:51AM  
and official seal affixed  
at Jackson, MO. 03/10/2006

JANET ROBERT  
Recorder of Deeds

Denny Watkins Deputy

[The above 3 inch blank space is reserved for the Recorder of Deeds Office. Do not alter or use]

## RECORDER OF DEEDS COVER PAGE

Title of Document: Special Use Permit

Date of Document: February 22, 2006

Grantor(s) Name & Address: City of Cape Girardeau, Missouri  
401 Independence, P.O. Box 617  
Cape Girardeau, MO 63702-0617

Grantee(s) Name & Address: Trifecta Development, L.C.  
2851 Professional Court, Suite C  
Cape Girardeau, MO 63703

Kenneth R. Pincksten  
Catheryn E. Pincksten  
2628 Maria Louise Lane  
Cape Girardeau, MO 63703

**Legal Description:** THAT PART OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DESCRIBED AS FOLLOWS: Commence at the Northeast corner of said section 26; thence with the East line of said section 26 South 00°52'20" East, 30.00 feet, to a point on the South Right of Way line of Lexington Avenue; thence with said Right of Way line South 89°06'23" West, 251.24 feet, to the point of beginning; thence continuing South 89°06'23" West, 171.92 feet; thence along the arc of a curve to the Southwest being concave to the Southeast and having a radius of 41 0.75 feet and a distance of 36.30 feet, (the chord of said arc bears South 86°34'29" West, 36.29 feet), to a point on the East line of Rivendell Court Subdivision, a subdivision of file in the land records of Cape Girardeau County in Plat Book 22 at Page 98, said point also being on the centerline of an existing creek; thence with said line South 29°40'12" West, 151.11 feet; thence South 05°06'23" West, 62.29 feet; thence leaving said line North 89°06'23" East, 118.21 feet; thence along the arc of a curve to the Northeast being concave to the Southeast and having a radius of 52.00 feet and a distance of 101.93 feet, (the chord of said arc bears North 84° 17'20" East, 86.38 feet); thence along the arc of a curve to the Southeast being concave to the Northeast and having

a radius of 20.00 feet and a distance of 17.91 feet, (the chord of said arc bears South 65°12'48" East, 17.32 feet); thence North 89°07'40" East, 69.33 feet; thence North 00°12'57" West, 193.96 feet, to the point of beginning and containing 48,311 square feet (1.11 acres) more or less, subject to any easements of record.

**Reference Book & Page, if Required:**

## SPECIAL USE PERMIT

Trifecta Development, L.C., Kenneth Pincksten and Catheryn Pincksten are hereby granted a Special Use Permit for the purpose of maintaining and operating a building for office, service and retail uses at 3037 Lexington Avenue, located in the City and County of Cape Girardeau, Missouri, on the following described property for an indefinite period of time:

THAT PART OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of said section 26; thence with the East line of said section 26 South  $00^{\circ}52'20''$  East, 30.00 feet, to a point on the South Right of Way line of Lexington Avenue; thence with said Right of Way line South  $89^{\circ}06'23''$  West, 251.24 feet, to the point of beginning; thence continuing South  $89^{\circ}06'23''$  West, 171.92 feet; thence along the arc of a curve to the Southwest being concave to the Southeast and having a radius of 410.75 feet and a distance of 36.30 feet, (the chord of said arc bears South  $86^{\circ}34'29''$  West, 36.29 feet), to a point on the East line of Rivendell Court Subdivision, a subdivision of file in the land records of Cape Girardeau County in Plat Book 22 at Page 98, said point also being on the centerline of an existing creek; thence with said line South  $29^{\circ}40'12''$  West, 151.11 feet; thence South  $05^{\circ}06'23''$  West, 62.29 feet; thence leaving said line North  $89^{\circ}06'23''$  East, 118.21 feet; thence along the arc of a curve to the Northeast being concave to the Southeast and having a radius of 52.00 feet and a distance of 101.93 feet, (the chord of said arc bears North  $84^{\circ}17'20''$  East, 86.38 feet); thence along the arc of a curve to the Southeast being concave to the Northeast and having a radius of 20.00 feet and a distance of 17.91 feet, (the chord of said arc bears South  $65^{\circ}12'48''$  East, 17.32 feet); thence North  $89^{\circ}07'40''$  East, 69.33 feet; thence North  $00^{\circ}12'57''$  West, 193.96 feet, to the point of beginning and containing 48,311 square feet (1.11 acres) more or less, subject to any easements of record.

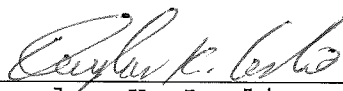
This Special Use Permit is granted upon the condition that the Applicant be bound by all City Ordinances which pertain to the Special Use Permit and that the Applicant be bound by the following conditions which are imposed as a condition of issuance of this

Special Use Permit. Upon the failure of the Applicant to comply with these special conditions, the Special Use Permit will automatically terminate and the City of Cape Girardeau shall have the right to enter upon the land to abate such special use.

**SPECIAL CONDITIONS:**

1. Additions or modifications from the original building permit must be approved by the City Council.
2. Special use shall meet all applicable zoning regulations.
3. This Special Use Permit shall automatically terminate in twelve (12) months upon the failure to develop the use of the land for which the Special Use Permit has been issued.
4. This Special Use Permit is not transferrable without consent of the City Council.
5. Uses permitted are limited to health care professionals, legal services, accounting and bookkeeping services, finance service industries, insurance provider and service industries, real estate sales, brokerage and property management companies, construction management companies, consulting and counseling companies, 501C3 and faith based organizations, spa and beauty salon operations, limited restaurant and food shops (i.e. sandwich shop, coffee shop, baked goods shop, etc. . . ) in which no more than eight (8) persons work in a single shift on the premises and whose hours of operation are normally no earlier than 5:00 a.m. and no later than 11:00 p.m. and retail operations that are limited to the same number of employees and hours as the above described restaurant and food shops.

IN WITNESS WHEREOF, the City Manager of the City of Cape Girardeau, Missouri, affixes his signature this 22nd day of February, 2006.

  
\_\_\_\_\_  
Douglas K. Leslie  
City Manager

ATTEST:

Gayle L. Conrad  
Gayle L. Conrad  
City Clerk



STATE OF MISSOURI

)

) ss.

COUNTY OF CAPE GIRARDEAU

)

On this 22nd day of February, 2006, before me appeared Douglas K. Leslie, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that the said instrument was signed and sealed in behalf of said City by authority of its City Council and acknowledged 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 Cape Girardeau, Missouri, the day and year first above written.

Ladonna Laub  
Ladonna Laub, Notary Public

My Commission Expires:  
August 4, 2007

**LADONNA LAUB**  
Notary Public-Notary Seal  
State of Missouri  
County of Scott  
My Commission Expires Aug. 4, 2007

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**Staff:** Trevor Pulley Assistant City  
Manager/Community Development  
**Agenda:** Director  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-068**

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**SUBJECT**

A Resolution authorizing the City Manager to execute a Lease Agreement with Partners for Good Hope, NP, for the Police Substation located at 629 Good Hope Street, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached resolution authorizing the City Manager to execute a Lease Agreement with Partners for Good Hope, NP, for the Police Substation located at 629 Good Hope Street, in the City of Cape Girardeau, Missouri.

**BACKGROUND/DISCUSSION**

The lease allows the city to operate and maintain a police sub-station on the Property under the terms of this Sub-Lease for the purposes of promoting the redevelopment of opportunities within the south side of Cape Girardeau, Missouri.

**FINANCIAL IMPACT**

Per the Lease Agreement, The City of Cape shall pay \$12.00 per year to Partners for Good Hope, NP, for 20 years.

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the execution of the Lease Agreement with Partners for Good Hope, NP, for the Police Substation located at 629 Good Hope Street,

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**ATTACHMENTS:**

Name:	Description:
<input type="checkbox"/> <a href="#">Lease Agreement Parters for Good Hope 629 Good Hope.doc</a>	Resolution
<input type="checkbox"/> <a href="#">PGH NP - City of Cape Commercial Sub-Lease CG 4.30.24-FINAL.pdf</a>	Agreement
<input type="checkbox"/> <a href="#">Willis A Martin Midtown Police Station - Scott Blank.pdf</a>	2021.10.04 Presentation
<input type="checkbox"/> <a href="#">Police Substation Design.pdf</a>	2023.03.20 Presentation

BILL NO. 24-47

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PARTNERS FOR GOOD HOPE, NP, FOR A POLICE SUBSTATION LOCATED AT 629 GOOD HOPE STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Lease Agreement with Partners for Good Hope, NP, for a Police Substation located at 629 Good Hope Street. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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Stacy Kinder, Mayor

ATTEST:

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Bruce Taylor, Deputy City Clerk



## COMMERCIAL SUB-LEASE

THIS SUB-LEASE ("Sub-Lease") is made and entered into on this \_\_\_\_ day of May, 2024, by and between **Partners for Good Hope, NP**, 601 N. Broadview St. Cape Girardeau, MO, hereinafter called "**SUB-LANDLORD**", and **City of Cape Girardeau, Missouri**, a home rule charter city and political subdivision of the State of Missouri, whose address is 44 N. Lorimier St., Cape Girardeau, MO, hereinafter called "**SUB-TENANT**".

### WITNESSETH:

**WHEREAS**, SUB-LANDLORD leases from Boomerang Holdings, LLC, that certain improved commercial real estate located at 629 Good Hope, Cape Girardeau, Missouri (hereinafter, the "Property") pursuant to that certain commercial lease agreement dated the 28<sup>th</sup> day of April, 2024 (the "Primary Lease"); and

**WHEREAS**, under the terms of the Primary Lease, SUB-LANDLORD may sub-lease all or any part of the Property for the purposes of promoting the redevelopment of opportunities within the south side of Cape Girardeau, Missouri; and

**WHEREAS**, SUB-TENANT desires to lease from SUB-LANDLORD the first (ground level) floor consisting of approximately 1,250 square feet of space of the Property (the "Premises"); and

**WHEREAS**, SUB-TENANT is willing to operate and maintain a police sub-station on the Premises under the terms of this Sub-Lease for the purposes of promoting the redevelopment of opportunities within the south side of Cape Girardeau, Missouri.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants contained in this Sub-Lease, SUB-LANDLORD hereby leases to SUB-TENANT, and SUB-TENANT hereby leases from SUB-LANDLORD, the Premises herein described, upon the following terms and conditions:

- 1. RENTAL PROPERTY.** SUB-LANDLORD leases to SUB-TENANT the Premises.
- 2. IMPROVEMENTS TO PROPERTY.** SUB-LANDLORD agrees to make certain improvements to the Premises, at the sole expense of **Sub-Landlord**, prior to the Commencement Date (defined herein) in accordance with the provisions described in Exhibit A, attached hereto and incorporated herein by reference ("Sub-Landlord's Work"). Exclusive possession of the Premises, substantially complete as to Sub-Landlord's Work, shall be delivered to Sub-Tenant on or before March 1, 2025. For purposes of this Sub-Lease, Sub-Landlord's Work shall be deemed to be "substantially completed" for all purposes under this Sub-Lease (i) if and when Sub-Landlord's Work has been completed in accordance with Exhibit A to the point that SUB-TENANT may commence the installation of its furniture, fixtures and equipment to commence its business operations ("Sub-Tenant's Work") without unreasonable interference from SUB-LANDLORD's contractor performing Sub-Landlord's Work, (ii) Sub-Landlord's Work is substantially complete in compliance with the plans and specifications therefor except for minor, finish-out and so-called punch list items, and (iii) Sub-Landlord's Work will comply with applicable codes such that Sub-Landlord's Work in the Premises will not be grounds for any municipality to refuse to issue to SUB-TENANT an occupancy permit.
- 3. TERM.** This Sub-Lease shall be for a term of twenty (20) years beginning on the date SUB-LANDLORD delivers the Premises to SUB-TENANT after completion of Sub-Landlord's Work such that SUB-TENANT may take possession and install its furniture, fixtures and equipment (the "Commencement Date") (the "Initial Term"). Possession shall be delivered to SUB-TENANT on the Commencement Date.

The SUB-TENANT shall have the right to terminate this Sub-Lease if the SUB-LANDLORD fails to complete the Sub-Landlord's Work to the satisfaction of the SUB-TENANT and deliver possession prior to March 1, 2025. Provided that SUB-TENANT shall not be in default in the keeping and performing of any of the covenants or provisions of this Sub-Lease, SUB-TENANT shall have the right to renew the term of this Sub-Lease for five (5) successive periods of five (5) years (the "**Renewal Terms**" or, individually, "**Renewal Term**"), upon the same terms and conditions provided herein. In the event SUB-TENANT is not in default, this Sub-Lease shall be automatically renewed unless SUB-TENANT, at least six (6) months prior to the expiration of the Initial Term or any Renewal Term, as the case may be, notifies SUB-LANDLORD, in writing, of its election not to renew the term of this Sub-Lease. If such notice is not given, this Sub-Lease shall be deemed to be renewed and the term thereof extended for a period of five (5) years from the date of expiration of the Initial Term or the previous Renewal Term, as the case may be. If the Commencement Date is other than the first day of the month, the Initial Term of the Sub-Lease shall be deemed to be extended to include such partial month so as to end on the last day of the month.

**NOTWITHSTANDING THE ABOVE, SUB-LANDLORD** agrees the SUB-TENANT shall have the option to terminate this Sub-Lease prior to the end of the Initial Term. If the SUB-TENANT elects to terminate this Sub-Lease prior to the end of the Initial Term, the SUB-TENANT shall provide the SUB-LANDLORD notice in writing of the election to terminate not less than one (1) year prior to such termination date.

**4. RENT.** SUB-TENANT agrees to pay, without demand, to SUB-LANDLORD as rent for the demised Premises, in advance on the 1<sup>st</sup> day of each twelve (12) month period during the Initial Term and any Renewal Term, the sum of \$12.00 per year.

**5. USE OF PROPERTY EXCLUSIVELY AS A POLICE SUBSTATION.** SUB-TENANT agrees to use the Premises only as a Police Substation and for no other purpose. SUB-TENANT covenants to allow the community room (as depicted on **Exhibit B**) located at the rear of the Premises to be used for community events, educational meetings and local community needs related to the safety and redevelopment of opportunities within the south side of Cape Girardeau, Missouri, at reasonable times and at the discretion of the SUB-TENANT.

**6. QUIET ENJOYMENT.** The SUB-LANDLORD covenants that it has lawful title to the Premises and the right to make this Sub-Lease for the term aforesaid and that SUB-TENANT shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term, provided that SUB-TENANT pays the rent and performs the covenants, terms and conditions contained in this Sub-Lease.

**7. SURRENDER OF PROPERTY.** SUB-TENANT agrees to surrender the Premises at the end of the Term in the same condition as when SUB-TENANT took possession, allowing for reasonable use and wear, and damage by acts of God.

**8. MAINTENANCE/REPAIRS/CLEANING.** SUB-TENANT shall, throughout the Initial Term and any subsequent Renewal Terms, unless this Sub-Lease has been terminated, at its sole cost and expense, be responsible for all maintenance, repairs and cleaning of the Premises and keeping the Premises in good repair and in a well-maintained, clean, safe, aesthetically pleasing manner and sanitary condition, free from waste or nuisance of any kind.

**9. UTILITIES.** SUB-TENANT shall be responsible for all utility charges for water, electric, gas, telephone and internet services furnished to the Premises. SUB-TENANT shall be responsible for regular trash and garbage removal.

**10. INSURANCE.**

- A. Sub-Landlord Insurance.** SUB-LANDLORD shall be responsible for maintaining fire and extended coverage insurance on the Premises. SUB-TENANT shall be responsible for procuring and maintaining at SUB-TENANT's sole expense during the Sub-Lease Term: (a) insurance to cover any personal property of SUB-TENANT located on the Premises; and (b) commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, for both bodily injury and property damage. The policy shall cover accident or damage in or about the Premises and shall name SUB-LANDLORD as an additional insured thereunder. The policy shall be with an insurance company with an A.M. Best rating of at least A-. A Certificate of Insurance shall be delivered to SUB-LANDLORD promptly after the Commencement Date, and copies of each renewal Certificate of Insurance shall also be promptly delivered to and maintained by SUB-LANDLORD.
- B. Sub-Tenant Insurance.** Sub-Tenant shall secure and maintain at its own cost and expense, throughout the duration of this Sub-Lease, insurance of such types and in such amounts as may be necessary to protect it and the interests of Sub-Landlord against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Sub-Lease. Such policies shall name Sub-Landlord as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). This provision shall not operate as a waiver of sovereign immunity.

**11. ENTRY ON PROPERTY BY SUB-LANDLORD.** SUB-LANDLORD and SUB-LANDLORD's agents shall have the right at scheduled and approved times in advance with the SUB-TENANT during the term of this Sub-Lease to enter the Premises for the purpose of inspecting the Premises, or to make repairs that SUB-TENANT may neglect or refuse to make in accordance with the provisions of this Sub-Lease, and to show the Premises to prospective buyers or to prospective SUB-TENANTS. Notwithstanding the forgoing, SUB-TENANT shall be in exclusive control and possession of the Premises, and SUB-LANDLORD shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of SUB-TENANT.

**12. SOVEREIGN IMMUNITY.** In no event shall the language of this Sub-Lease constitute or be construed as a waiver or limitation of the SUB-TENANT's rights or defenses with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law.

**13. DESTRUCTION OF PROPERTY.** The parties agree that if the Premises is totally destroyed or rendered wholly untenantable by fire or otherwise, without fault or negligence of the SUB-TENANT, this Sub-Lease shall terminate as of the date of destruction, and a pro-rata proportion of the prepaid rent shall be refunded to the SUB-TENANT. If the Premises is partially destroyed or rendered partially untenantable by fire or otherwise, without fault or negligence of the SUB-TENANT, SUB-LANDLORD shall proceed without undue delay to render the Premises wholly Tenantable, and if SUB-LANDLORD shall fail to render the Premises wholly Tenantable within ninety (90) days after such damage and notice thereof, the SUB-TENANT shall have the option to terminate this Sub-Lease by written notice.

**14. HOLDING OVER.** If SUB-TENANT fails to surrender the Premises at the expiration of the Term SUB-TENANT shall be liable for paying double the monthly Rent, pro-rated for each day SUB-

TENANT remains in possession, and subject to suit for unlawful detainer or any other appropriate action for eviction available to SUB-LANDLORD in equity or at law.

**15. TRADE FIXTURES AND SIGNS.** SUB-TENANT shall be allowed to install movable trade fixtures, including signs advertising for the Police Substation; and (ii) prior to installing any signs, SUB-TENANT must first submit the proposal for such signage to SUB-LANDLORD for approval, which shall not be unreasonably withheld or delayed. Additionally, SUB-TENANT shall have the right to install, at SUB-TENANT's expense, a sign on the entrance door to the Premises. SUB-TENANT shall remove any such property installed by it in or on the Premises and should such removal result in any damage to the Premises, SUB-TENANT shall be obligated, at its own cost and expense, to repair such damage and restore the Premises to their original condition, ordinary wear and tear excepted. Any trade fixtures (including signs) or other personal property not removed at the expiration or earlier termination of this Sub-Lease shall be deemed abandoned and shall become the property of SUB-LANDLORD unless otherwise prohibited by law.

**16. CONDEMNATION.** Any condemnation award shall belong exclusively to SUB-LANDLORD.

**17. ASSIGNMENT/SUBLEASE.** The SUB-TENANT shall not be permitted to assign or sublease the Premises, or any part thereof, without the express written consent of the SUB-LANDLORD, which may be withheld for any reason at SUB-LANDLORD's discretion. Any assignment or sublease shall not relieve the SUB-TENANT of its obligations for the rent, and SUB-TENANT shall continue to be liable for the rent for the term of this Sub-Lease. Any assignment or sublease in violation hereof shall be void. SUB-LANDLORD shall have the right to transfer and assign, in whole or part, all of its rights and obligations under this Sub-Lease and in the Premises, and this Sub-Lease shall by operation of law automatically be transferred to the purchaser in the event SUB-LANDLORD sells the property on which the Premises is located. The term "SUB-LANDLORD" as used in this Sub-Lease, so far as covenants or agreements on the part of SUB-LANDLORD are concerned, shall be limited to mean and include only the owner or owners of SUB-LANDLORD's interest in this Sub-Lease at the time in question, and in the event of any transfer or transfers of such interest, the SUB-LANDLORD herein named (and in case of any subsequent transfer, the transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability as respects the performance of any covenants or agreements on the part of SUB-LANDLORD contained in this Sub-Lease thereafter to be performed.

**18. SUBORDINATION.** This Sub-Lease and all rights of SUB-TENANT under this Sub-Lease shall be subject and subordinate to the lien of any and all deeds of trust that may now or hereafter affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such deeds of trust SUB-TENANT shall, on demand, execute, acknowledge and deliver to SUB-LANDLORD, without expense to SUB-LANDLORD, any and all instruments that may be necessary or proper to subordinate this Sub-Lease and all rights in this Sub-Lease to the lien of any such deed of trust.

**19. DEFAULT AND TERMINATION.** If the SUB-TENANT shall fail to pay any installment of Rent, or any part thereof, when the same shall become due and payable as herein provided, or shall fail to comply with any of the terms, covenants, or conditions of this Sub-Lease, and if either such default shall continue after sixty (60) days' notice in writing from the SUB-LANDLORD to the SUB-TENANT to cure such default, then in any such case or event, the SUB-LANDLORD may terminate this Sub-Lease upon further written notice to the SUB-TENANT that the Sub-Lease shall thereupon terminate no less than sixty (60) days from the date of said notice and after such notice period the mere retention or possession thereof by SUB-TENANT shall constitute an unlawful detainer. In the event this Sub-Lease is terminated by the SUB-LANDLORD as authorized herein, SUB-TENANT's obligation to pay Rent for the full term shall not be terminated; provided, however, that SUB-TENANT shall be entitled to a credit for any rentals thereafter

collected by SUB-LANDLORD for re-renting the Premises during part of the balance of the term hereof, less any expenses in connection with same. Upon termination of this Sub-Lease, SUB-TENANT shall quit and surrender to the SUB-LANDLORD peaceful possession of the Premises. If SUB-TENANT shall fail to deliver possession back to SUB-LANDLORD, SUB-LANDLORD may reenter the Premises and remove any and all persons and property therefrom and repossess and enjoy the Premises again.

**20. REMEDIES CUMULATIVE/WAIVER.** All remedies of SUB-LANDLORD under this Sub-Lease are cumulative and are given without impairing any other rights or remedies of SUB-LANDLORD as provided by law. A waiver by the SUB-LANDLORD of any breach by the SUB-TENANT of any of the covenants or conditions of this Sub-Lease shall not be deemed to waive or impair any right or remedy which the SUB-LANDLORD may have because of other or subsequent breach by the SUB-TENANT of any such or other covenant, term or condition.

**21. NOTICE.** All notices, demands, or other writings in this Sub-Lease provided to be given, made, or sent by either party to the other, shall be deemed to have been fully given, made or sent when made in writing and either (1) personally delivered to the SUB-LANDLORD or the City Manager; or (2) sent by registered or certified mail, postage prepaid, and addressed to the respective parties at the addresses contained on the first page of this Agreement. If such notice is mailed, it shall be deemed to have been served two (2) business days after being deposited in the U.S. mail. The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

**22. GOVERNING LAW.** This Sub-Lease shall be governed, construed and interpreted by, through and under the laws of the State of Missouri.

**23. BINDING ON SUCCESSORS AND PERMITTED ASSIGNS.** This Sub-Lease and each and every one of the terms and conditions hereof shall be for the benefit of and binding upon the parties hereto, their respective successors and permitted assigns.

**24. MISCELLANEOUS.** That this Sub-Lease constitutes the entire agreement and understanding between the parties hereto and supersedes any prior or oral agreement or understanding relating to the lease of the subject Premises. This Sub-Lease may be modified or amended only by written agreement by the parties hereto.

**25. ELECTRONIC SIGNATURES.** Signatures to this Sub-Lease transmitted by facsimile or by email shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Sub-Lease with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Sub-Lease, it being expressly agreed that each party to this Sub-Lease shall be bound by its own telecopied or scanned signature and shall accept the telecopied or scanned signature of the other party to this Sub-Lease.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties have executed this Sub-Lease to be effective the day and year first above written.

**SUB-LANDLORD**

**SUB-TENANT**

**PARTNERS FOR GOOD HOPE, NP**

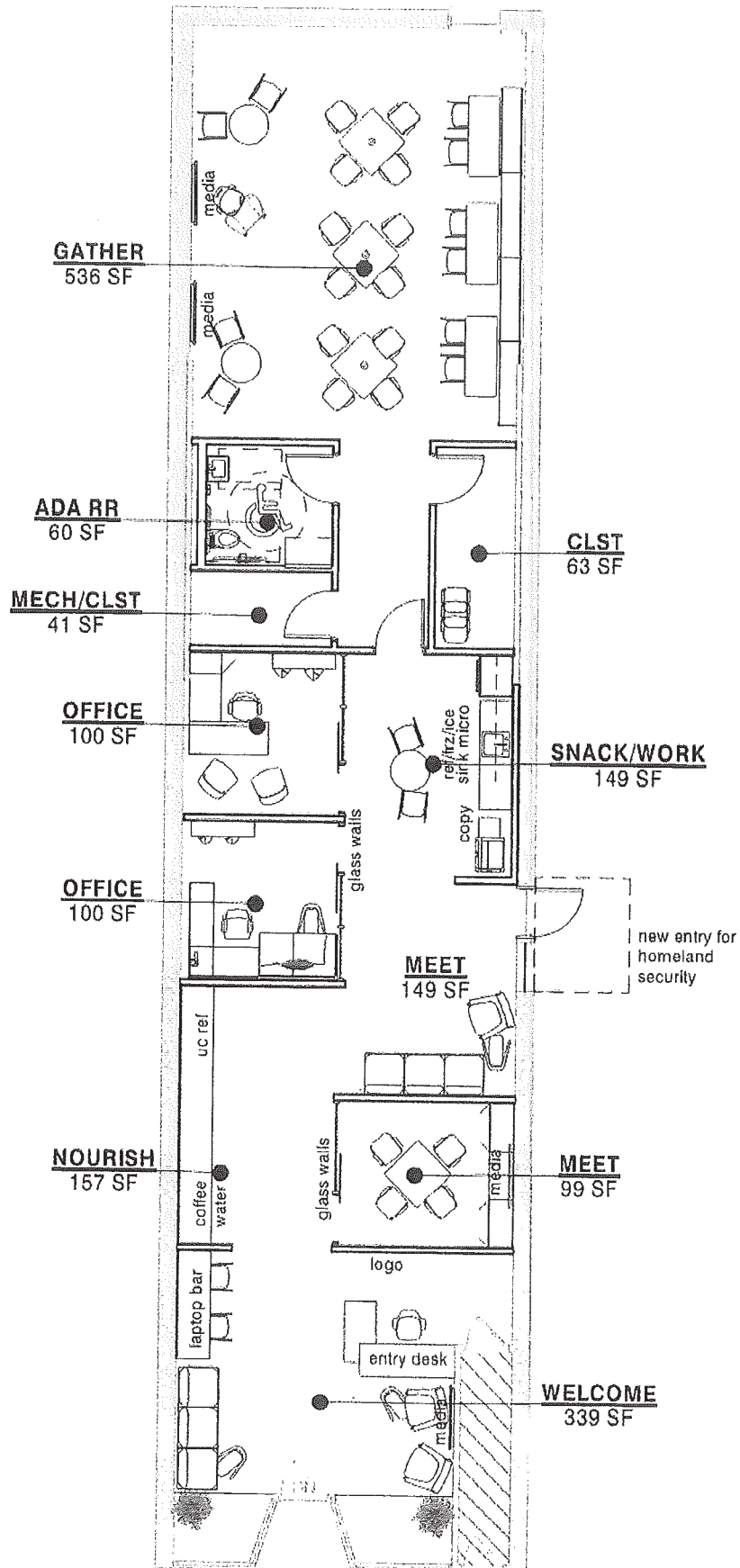
**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
Lisa J. Blank, President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Exhibit A

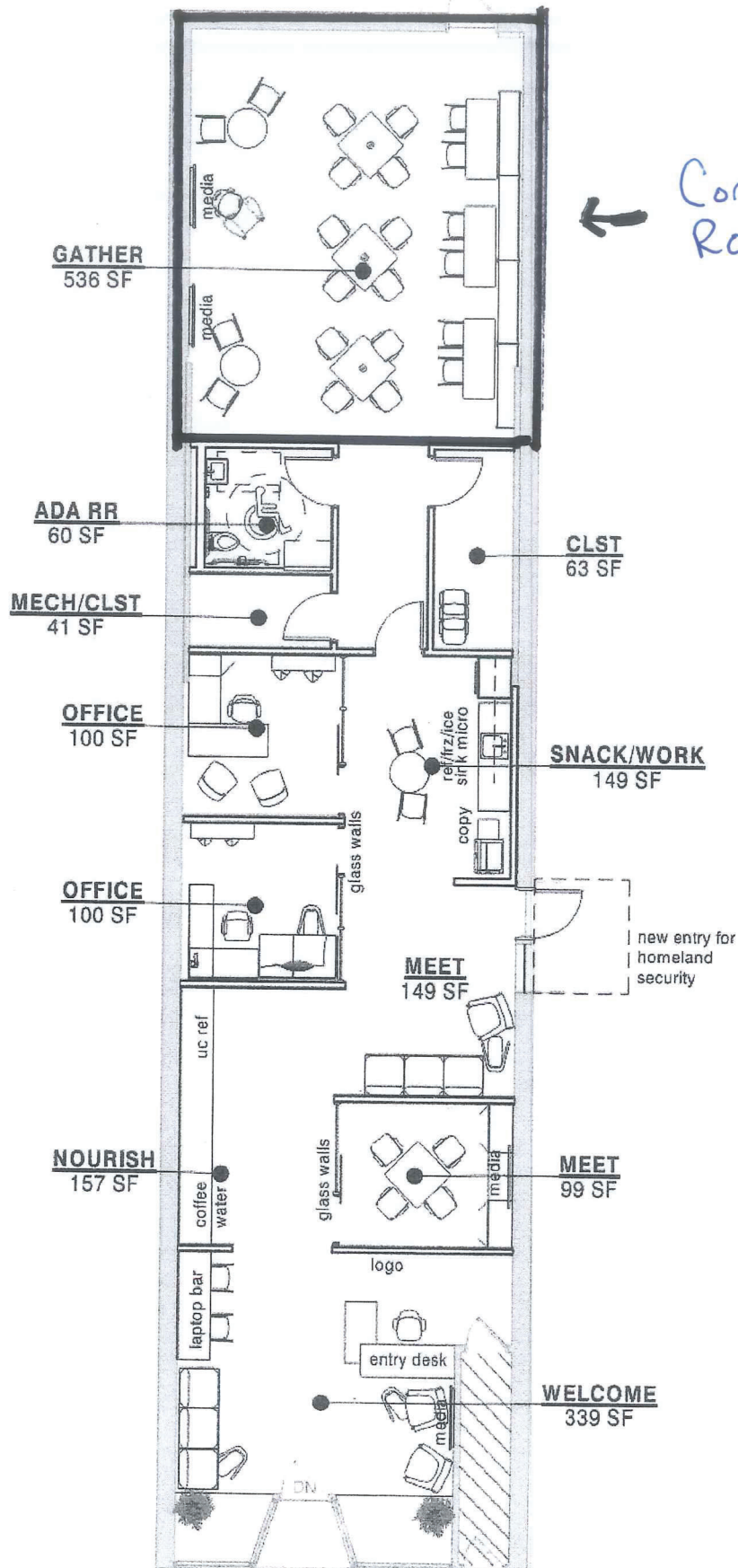
future community patio



NOTE: MECH SYSTEMS

# Exhibit B

future community patio



NOTE: MECH SYSTEMS

Oct. 4, 2021  
Council Meeting Study Session  
Scott Blank

## WILLIS A. MARTIN

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Midtown police station

629 Good Hope Street



## BACKGROUND OF MIDTOWN

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Family business started on Morgan Oak, a long history in the neighborhood.

Midtown/Haarig was developed over 150 years ago as an established area of commerce, as indicated by the wide streets, buildings.

Bakeries, barber shops, a tailor, clothing stores, banks, a hardware store, restaurants, bars, a theater, etc occupied the buildings along Good Hope, Fountain, Frederick, Morgan Oak, and Middle Streets.



# HISTORY OF 629 GOOD HOPE

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- Built in 1880s
- Site of Segal Shoe Store in 1921
- Patrolman Willis A Martin was found murdered in the rear of the building, February 27, 1921.
- Uses include a hotel, a feed store, and a bar
- Police Substation 1998 – 2005
- Endangered building



# VISION OF REDEVELOPMENT

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Southeast Missouri State University River Campus

Recent expansion to include painting and ceramics

Redevelopment of Midtown to include more restaurants, retail, artisans

Create a pedestrian-friendly district.

Safety is Paramount for redevelopment. Police presence is needed to serve residents and visitors.



# PROPOSAL

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- Willis A. Martin Police Substation, 629 Good Hope Street, honoring the fallen officer 100 years ago at this property.
- 629 Good Hope will be renovated, with a custom buildout.
  - Design approval by City of Cape Girardeau.
  - Opportunity to honor a fallen police officer.
  - Facility to include space for community meetings and outreach.
  - Neighborhood events to involve residents in the area
  - Reestablish a facility in the Midtown & South Cape Girardeau areas



**Willis A. Martin**, Good Hope night policeman, was slain in the line of duty Sunday, February 27, 1921. His body was found in the rear of the Segal Shoe Store, 629 Good Hope, the same day with two bullet holes through his body.

Just as to which hour Patrolman Martin was murdered is not known, but evidence brought out at the Coroner's inquest leads to the belief that he was killed between 3 and 4 a.m. Sunday with his body being discovered about 7:30 a.m. that morning. An autopsy revealed that Officer Martin was shot in the back and was not killed instantly. Patrolman Martin had died from loss of blood.

Different theories are advanced as to how Patrolman Martin died. One belief is that in making his rounds in the rear of the business on Good Hope, he found an

open door of the Segal store and discovered that it was being burglarized. Some believe that he walked inside and was attacked by a burglar, whom he disarmed, and that a second burglar in the building then fired the two shots that killed him. This theory is advanced for the reason that a new revolver, identified as one stolen from the Taylor, Masterson & Linson Store some time ago, was lying under his body and his own revolver, with hammer back, was lying at his feet.

Another theory is that when Patrolman Martin discovered the open door, he realized a burglary was being committed, armed himself and walked inside. It is suggested by some that when he stepped inside the door, probably making his way to an electric light to turn it on, he was fired on by a person who had concealed himself near the door. This theory is advanced because both bullets struck Patrolman Martin in the back, one of them passing through his body at an angle that leads investigators to believe the person who shot was crouching. The other bullet passed through the body almost horizontally.

Patrolman Martin's body was found by Anton Schaaf, his brother Lawrence Schaaf, and another man, Adolph Jerosik, after suspecting a burglary and peering inside the business.

Several suspects were arrested during the investigation, but later released.

Patrolman Willis Martin was 59 years old and had been a resident of Cape Girardeau 26 years. He moved to Cape Girardeau from Wisconsin where his parents had emigrated from England. He married Anna Vogelsang. She was survived along with five children: Mrs. Albert Bohnsack, Pearl, and Elmer, all of Cape Girardeau; Bertram, of Poplar Bluff; and Roy, of Tulsa, Oklahoma . He was also survived by three sisters and three brothers.

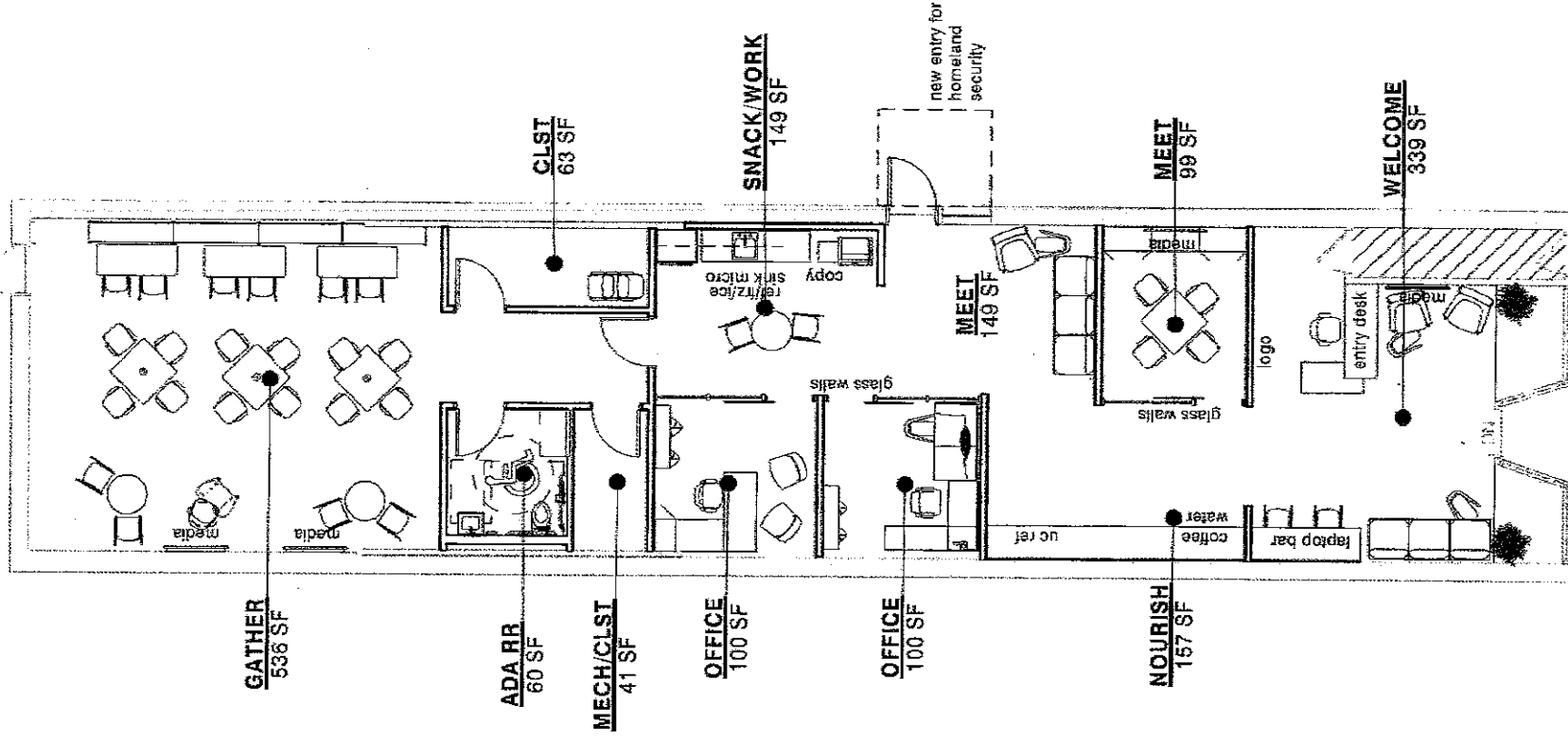
Burial was in Fairmont Cemetery.



# Willis A. Martin Midtown Police Station

PLAN RECAP

future community patio



NOTE: MECH SYSTEMS  
LOCATED IN BASEMENT

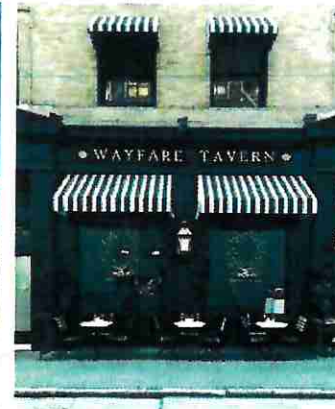


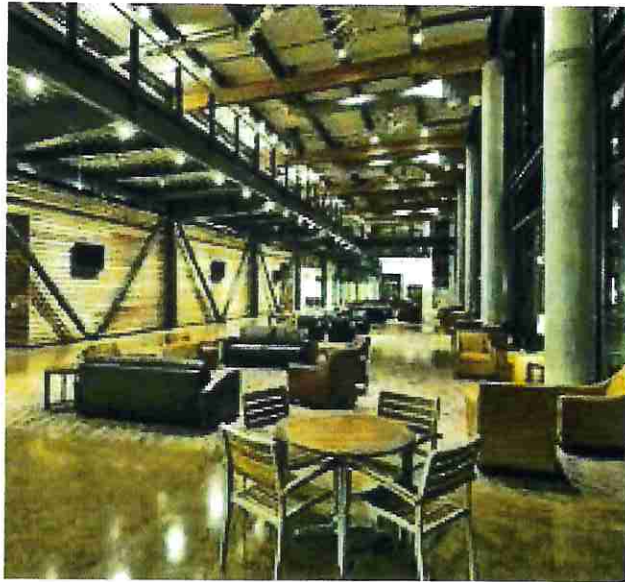
# Willis A. Martin Midtown Police Station

DESIGN INSPIRATION



historic  
exterior





historic interior





# Willis A. Martin Midtown Police Station

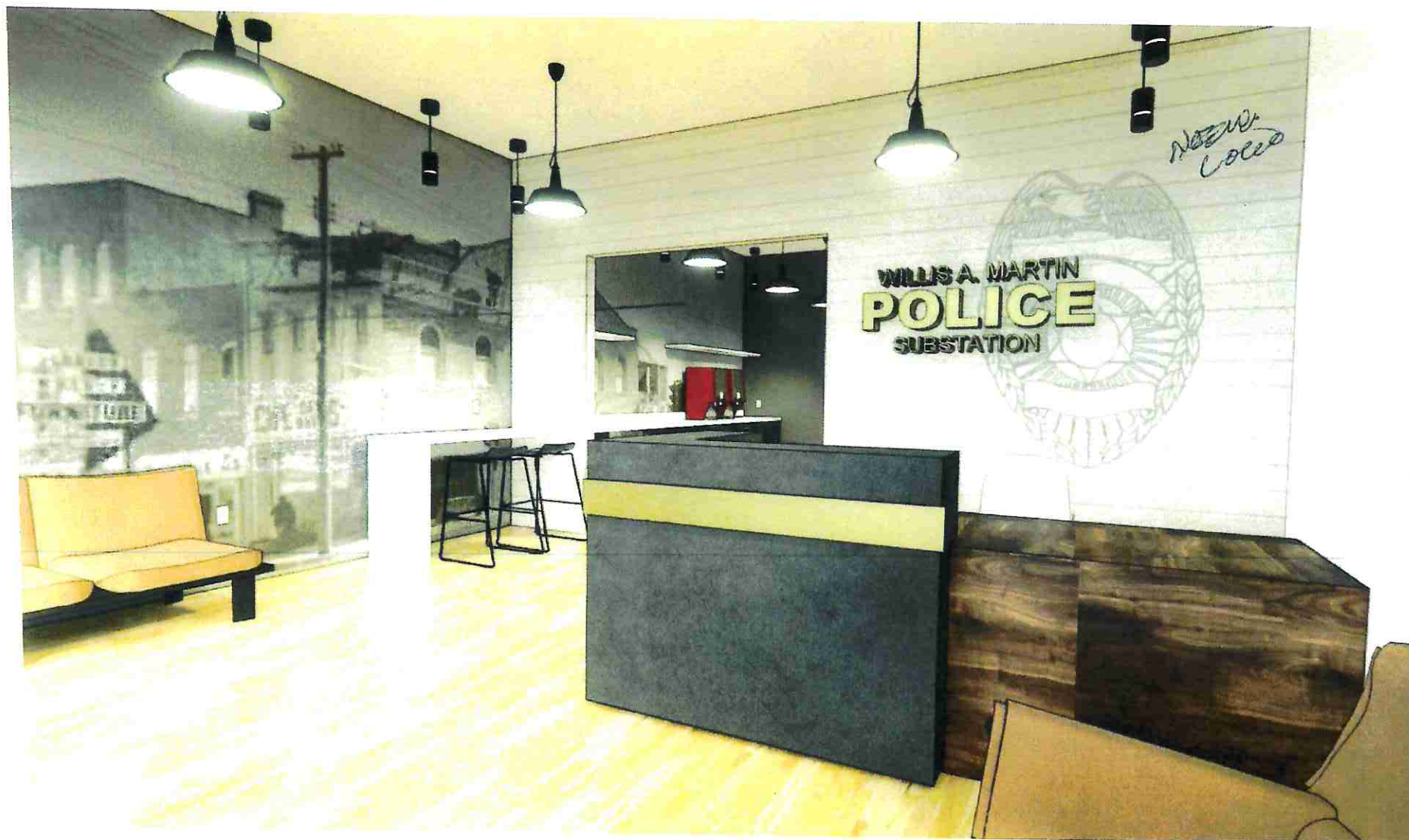
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RENDERINGS



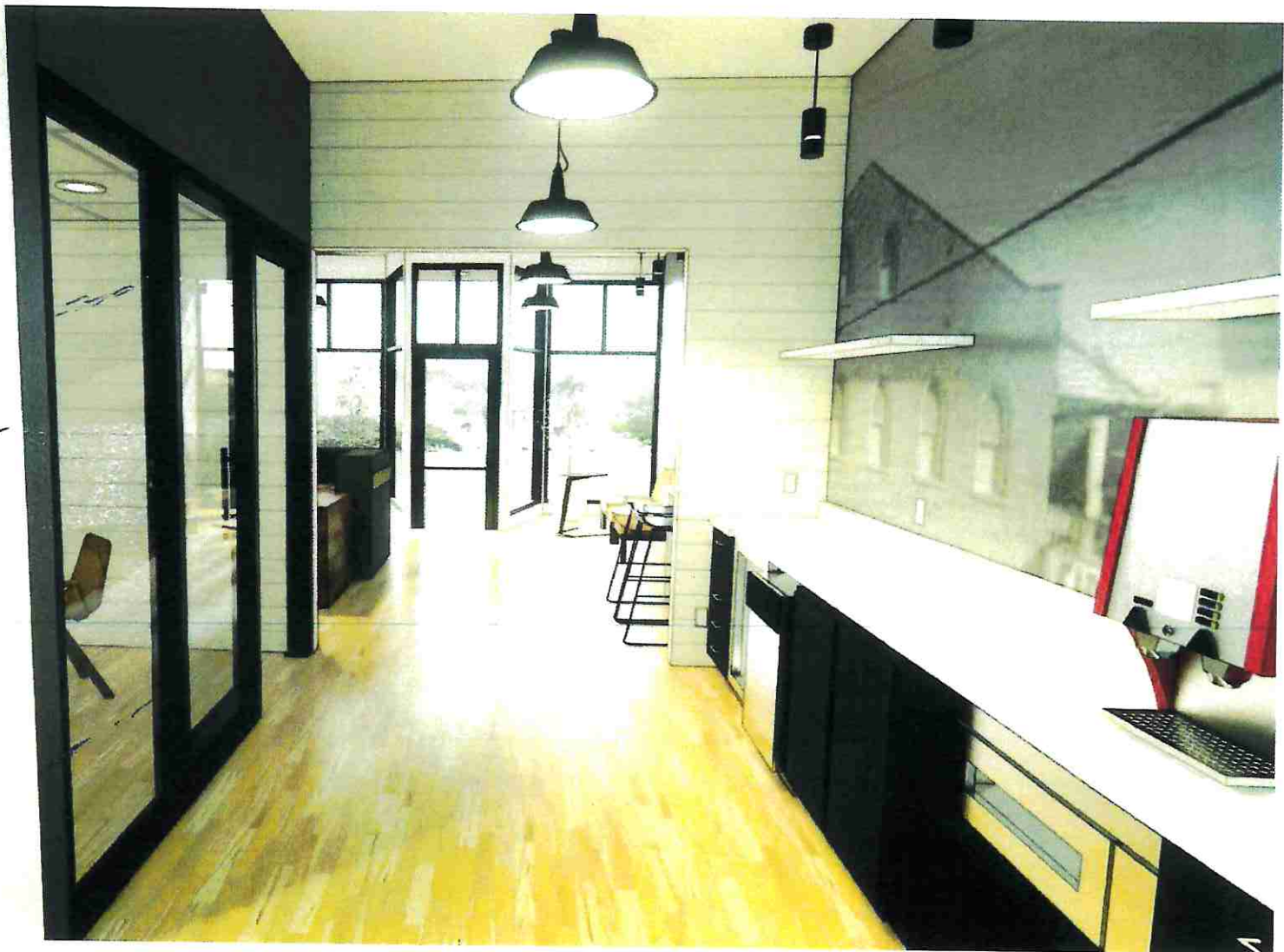








FROSTED —







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**Staff:** Jake Garrard, P.E. City Engineer  
**Agenda:** 5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-080**

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**SUBJECT**

A Resolution authorizing the City Manager to execute an Agreement with supplier, Chemco Systems, L.P. for the Procurement of a High-Density Lime System for the Cape Rock Water Treatment Plant #1.

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**EXECUTIVE SUMMARY**

The procurement of a new High-Density Lime System for the Cape Rock Water Treatment Plant #1 will provide replacement of the existing pebble lime feed system with a high-density lime system.

One (1) bid was received on April 4, 2024. The sole bid was submitted by Chemco Systems, L.P. in the amount of \$1,012,420.00. The Engineer's Estimate was \$1,189,416.00.

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**BACKGROUND/DISCUSSION**

The existing pebble lime (quicklime) system, used for softening and pH control of the City's water supply, was installed with the 1999 expansion at the Cape Rock Water Treatment Plant. The *Water Treatment Plant #1 Evaluation* prepared by the engineering firm Crawford Murphy & Tilley in 2021 found the existing lime system to have reached the end of its useful design life and recommended replacement with modern lime slurry technology to reduce maintenance and reduce lime slurry residuals discharged to the Mississippi River. Also, greater capacity is needed to modify the treatment process in response to recent changes in the source water quality and to meet future water demand. The *Lime Feed System - Preliminary Design Report* prepared by the engineering firm Donohue & Associates in 2023 identified the design parameters necessary for a new lower maintenance high-density hydrated lime system.

This bid is only for the procurement of the hydrated lime system as necessary to expedite the project so that the system can be fully operational prior to peak water usage in 2025. A separate construction contract for purpose of installing the new system will be bid in late 2024.

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**FINANCIAL IMPACT**

The cost of this project is being funded with Water System Improvements monies.

The new system will use high-density hydrated lime (calcium hydroxide) which is more expensive than the

quicklime (calcium oxide) used for existing system however the capital cost for replacement is approximately 9% less than a comparable new pebble lime system. Also the maintenance costs are anticipated to be significantly less for the new system.

## **SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**




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Reduced lime slurry discharge realized by the new system is consistent with MDNR’s water quality directives as the City continues efforts to seek MDNR approval of a new discharge permit for the Cape Rock Plant.

## **STAFF RECOMMENDATION**

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Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Chemco System to supply a new Lime System for the Cape Rock Water Treatment Plant.

<b><u>ATTACHMENTS:</u></b>	
Name:	Description:
 <a href="#">Agreement_Chemco_Water_Treatment_Plant_Lime_System.doc</a>	Resolution
 <a href="#">2024.04.23.Chemco.Lime.System.Agreement.pdf</a>	Agreement
 <a href="#">AGR_with_Chemco.pdf</a>	Proposal

BILL NO. 24-48

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHEMCO SYSTEMS, L.P., FOR THE PROCUREMENT OF A LIME SYSTEM AT THE CAPE ROCK WATER TREATMENT PLANT, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Chemco Systems, L.P., for the procurement of a high-density lime system for the Cape Rock Water Treatment Plant #1, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



## PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is by and between City of Cape Girardeau (hereinafter called Buyer) and Chemco Systems, L.P. (hereinafter called Seller).

Buyer and Seller, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents.

### ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Goods and Special Services to be furnished under the Procurement Contract Documents is generally described as procurement of Lime Feed System Equipment for the Cape Rock Water Treatment Plant. The title of the Project is:

**CAPE ROCK WTP #1  
LIME FEED SYSTEM IMPROVEMENTS  
EQUIPMENT PROCUREMENT  
Owner Project #6267**

### ARTICLE 3 – ENGINEER

- 3.01 The Proposal Contract Documents for the Goods and Special Services have been prepared by Donohue & Associates, Inc., who is hereinafter called Engineer and who is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services in accordance with the Procurement Contract Documents.

### ARTICLE 4 – POINT OF DESTINATION

- 4.01 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

Cape Rock - Water Treatment Plant #1  
20 E Cape Rock Dr.  
Cape Girardeau, MO 63701

### ARTICLE 5 – PROCUREMENT CONTRACT TIMES

- 5.01 Time of Essence
- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.
- B. All time limits for Milestones, if any, including the submittal of Shop Drawings, the delivery of Goods and the furnishing of Special Services is contingent upon Buyer issuing a Purchase Order within the time limits stated in the Instructions to Proposers.

## 5.02 Days for Submittal of Shop Drawings

- A. All Shop Drawings and Samples required by the Procurement Contract Documents will be submitted to Buyer for Engineer's review and approval within 56 days (8 weeks) after the date when the Procurement Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.

## 5.03 Days for Delivery of Goods

- A. The first delivery of goods (System 1 and Pump Skid) are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery not later than **238 days (34 weeks)** after the date when Seller receives approval of Shop Drawings and Samples noted above in 5.02. The seller shall act in good faith to improve the equipment delivery date. This will require coordination between Seller and Buyer to early release materials and parts for purchase to avoid third party lead time delays.

## 5.04 Final Inspection

- A. After all of the Goods have been incorporated by the construction contractor into the Lime Feed System Improvements Project, tested in accordance with such testing requirements as are specified, and are functioning, as intended, Buyer or Engineer will make final inspection.

## 5.05 Liquidated Damages

- A. Buyer and Seller recognize that time is of the essence of this Procurement Agreement and that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.03 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project are materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.03. Further, they recognize the delays, expense and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer the following amounts:

1. \$1000 for each day that expires after the time specified in Paragraph 5.03 for delivery of acceptable Goods;

## ARTICLE 6 – PROCUREMENT CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents as follows:

- A. A Lump Sum of \$1,067,220.00

## ARTICLE 7 – PAYMENT PROCEDURES

- 7.01 Submittal and Processing of Payments.

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Applications for Payment will be processed by Engineer and Buyer as provided in the General Conditions.

- 7.02 Progress Payments

- A. Buyer shall make progress payments on account of the Procurement Contract Price on the basis of Seller's Applications for Payment as follows:

1. Upon receipt of the Applications for Payment submitted in accordance with Article 13- Payment of the General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 13.02.A of the General Conditions, the amounts listed below, less such amounts as Engineer may determine in accordance with Paragraph 13.02.A.5 of the General Conditions.
  - a. 30% of the Procurement Contract Price upon issuance of purchase order and fully executed Agreement.
  - b. 20% of the Procurement Contract Price upon approval of Submittals, including shop drawings and product data, by Engineer.
  - c. 40% of the Procurement Contract Price upon delivery of the equipment to the destination.
  - d. 10% of the Procurement Contract Price upon successful completion of system demonstration.

#### 7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

### ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 13 of the General Conditions shall bear interest at the statutory rate.

### ARTICLE 9 – SELLER'S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  - A. Seller has examined and carefully studied the Procurement Contract Documents and the other related data identified in the Proposal Documents.
  - B. If required by the Procurement Contract Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
  - C. Seller is familiar with and is satisfied as to all local federal, state, and local Laws and Regulations that may affect cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Procurement Contract Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Procurement Contract Documents.

- E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution thereof by Engineer is acceptable to Seller.
- F. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.
- G. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

## **ARTICLE 10 – PROCUREMENT CONTRACT DOCUMENTS**

### **10.01 List of Procurement Contract Documents**

- A. The Procurement Contract Documents consist of the following which are herein incorporated by reference and made part of this Procurement Agreement:
  - 1. This Procurement Agreement (inclusive);
  - 2. Performance Bond (inclusive);
  - 3. Payment Bond (inclusive);
  - 4. General Conditions (inclusive);
  - 5. Supplementary Conditions (inclusive);
  - 6. Specifications as listed in the table of contents of the Project Manual;
  - 7. Drawings consisting of sheets numbered 100-M-0, 100-M-1, 100-M-2, and 100-M-3.
  - 8. Addenda (number 1 inclusive);
  - 9. Exhibits to this Procurement Agreement (enumerated as follows):
    - a. Seller's Proposal, solely as to the prices set forth therein (pages BF 00400-1 to BF 00400-5, inclusive);
    - b. Documentation submitted by Seller (pages 1 to 15, inclusive);
    - c. Purchase order from Buyer to Seller for furnishing of Shop Drawings.
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed;
  - b. Change Orders;
  - c. Field Orders;
  - d. Work Change Directives;
  - e. Engineer's written interpretations and clarifications.

- B. The documents listed in paragraph 10.01.A. are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above in this Article 10.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the General Conditions.

## **ARTICLE 11 – MISCELLANEOUS**

### **11.01 Defined Terms**

- A. Terms used in this Procurement Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

### **11.02 Successors and Assigns**

- A. Buyer and Seller each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Contract Documents.

### **11.03 Severability**

- A. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Procurement Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **11.04 Seller's Certifications**

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 11.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Procurement Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process or the execution of the Contract to the detriment of Buyer, (b) to establish Proposal or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

(Continued on Next Page)

#### 11.05 Choice of Law; Venue; Waiver of Objections

A. This Procurement Agreement and its performance shall be deemed to have been fully executed, made by both the Buyer and the Seller in, and governed by and construed in accordance with the laws of the State of Missouri and to be performed wholly within such state, without regard to choice or conflict of laws provisions. Both the Buyer and the Seller hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cape Girardeau County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise, and any such proceeding shall not be removed to any Federal Court.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement in triplicate. One counterpart each has been delivered to Buyer, Seller, and Engineer. All portions of the Procurement Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Procurement Agreement is dated \_\_\_\_\_

Buyer:

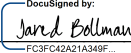
CITY OF CAPE GIRARDEAU

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Dr. Kenneth Haskin, City Manager  
(typed name and title)

Seller:

CHEMCO SYSTEMS, L.P.

By:  \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Jared Bollman, Vice President of Sales  
(typed name and title)

Address for giving notices:

\_\_\_\_\_  
CITY OF CAPE GIRARDEAU, DEVELOPMENT SERVICES  
\_\_\_\_\_  
44 N. LORIMIER STREET  
\_\_\_\_\_  
CAPE GIRARDEAU, MO 63701  
\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
CHEMCO SYSTEMS  
\_\_\_\_\_  
1500 INDUSTRIAL DRIVE  
\_\_\_\_\_  
MONONGAHELA, PA 15063  
\_\_\_\_\_

Designated Representative:

Name: Tim Richmond

Title: Civil Engineer II

Address: 44 N. Lorimier Street, Cape Girardeau, MO 63701

Phone: (573) 339-6327

Facsimile: (573) 339-6303

Designated Representative:

Name: Jared Bollman

Title: Vice President of Sales

Address: 1500 Industrial Dr., Monongahela, PA 15063

Phone: (724) 258-0114

Facsimile: \_\_\_\_\_



1500 Industrial Drive, Monongahela, PA 15063  
[sales@chemcosystems.net](mailto:sales@chemcosystems.net)  
724-258-7333

**Date:** April 4, 2024  
**No.:** 240311  
**To:** City of Cape Girardeau  
**Re:** Cape Rock WTP #1  
Lime Feed System Improvements  
Owner Project #6267

To Whom It May Concern,

Chemco Systems is pleased to provide the following proposal for the design, fabrication, and supply of the High-Density Hydrated Lime Feed System to replace the existing lime slaking equipment at the Cape Girardeau Water Treatment Facility. The hydrated lime system will include the associated equipment as detailed in this proposal, and will be assembled at our facility in Monongahela, PA where it will be piped, wired, and tested prior to shipment to greatest extent possible in accordance with the project specifications.

**Chemco is certain we can have the equipment onsite to be installed and running by May 2025 if we receive a notice to proceed / notice of award by May 10, 2024. Please reference the preliminary schedule included with our bid.**

Chemco Systems acknowledges we have received Addendum 1 dated April 1, 2024.

Equipment Description and Terms and Conditions sheets are enclosed for your review and reference.

Please call if we can assist you with the evaluation of our proposal.

Sincerely,

A handwritten signature in black ink that reads "J. Bollman". The signature is fluid and cursive, with the first name "J." and last name "Bollman" clearly visible.

Jared Bollman  
Vice President of Sales  
Chemco Systems, L.P.  
Office: (724) 258-0114  
Cell: (724) 255-3581  
Email: [jared.bollman@chemcosystems.net](mailto:jared.bollman@chemcosystems.net)

cc: Bobby Lyerla – Municipal Equipment Company  
Drew Hess – Municipal Equipment Company

## Terms and Conditions

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**A Price: \$1,012,420.00**

**Option 1 - Weigh Hopper Anti-Flood Rotary Feeder Configuration; Replaces Item 08**

Price: \$54,800.00 USD | Reference Item 09

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**B Freight:** Included in base price.

DAP: Cape Rock Water Treatment Plant #1  
20 E Cape Rock Dr.  
Cape Girardeau, MO 63701

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**C Delivery:**

Submittal Package: 8 to 12 weeks after receipt of executed purchase order.

Engineer Review: 2 weeks for engineer review

Equipment: 30 to 34 weeks after receipt of approved submittal package.

**Chemco is certain we can have the equipment onsite to be installed and running by May 2025 if we receive a notice to proceed / notice of award by May 10, 2024. Please reference the preliminary schedule included with our bid.**

The durations provided are approximate and based on present engineering, management, and fabrication loading. Chemco will re-evaluate the system lead time at the time of purchase order execution based upon the project scope, current loading, and customer's schedule. This proposal includes one resubmittal package for inconsequential design changes to the equipment scope outlined herein. Additional submittals required due to customer design changes and/or consequential scope changes will be evaluated by Chemco to determine cost and schedule impacts.

---

**D Payment Terms:** Chemco accepts the payment terms in the Procurement Agreement Section 7.02 and requests the delivery of the equipment is broken into two payment milestones (25% for System 1 and Pump Skid and 15% for System 2, which is 40% total) and the final completion is broken into two 5% payment milestones (10% total) to distinguish the delivery and start-up of system 1 and system 2 separately because they are anticipated to be installed in sequence.

1. 30% of the Procurement Contract Price upon issuance of purchase order and fully executed Agreement.
  2. 20% of the Procurement Contract Price upon approval of Submittals, including and product data, by Engineer.
  3. 40% of the Procurement Contract Price upon delivery of the equipment to the destination.
  4. 10% of the Procurement Contract Price upon successful completion of system demonstration.
- 

**E Cancellation Terms:**

10% - Up to 30 days after receipt of Purchase Order.

15% - 31 to 70 days after receipt of Purchase Order.

35% - After release for Purchasing.

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75% - up to 30 days after release for Purchasing.

100% - 31 days after release for Purchasing.

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**G Delays:**

Shipments delayed by the Purchaser for more than one year from purchase order date are subject to billing at the prevailing rate, unless specifically addressed elsewhere in this proposal.

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**I Commissioning:** Included in base price.

Labor: Fifteen (15) eight-hour days on site

Trips: Five (5) Round Trips to Site

Chemco Systems commissioning services include installation checkout, system commissioning, and operator instruction. Commissioning services will be performed after the equipment is installed, utilities are connected, and the chemicals are on site. Chemco's Project Manager and Service Department will coordinate with the Purchaser for start-up services.

If requested, additional start-up services may be provided at the per diem rate of \$1,775 plus living and travel expenses. Chemco's service engineers are based out of Pittsburgh, PA.

**To comply with Chemco's guarantees and warranties Chemco personnel must perform start-up.**

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**J Warranty:**

Time Period: 12 months from initial operation, NTE 18 months from delivery.

Chemco Systems will warrant the equipment for twelve (12) months from initial operation, not to exceed eighteen (18) months from delivery. This will be limited to the supply of parts and materials only. Parts removal and re-installation is the responsibility of the plant's operations staff. Defective parts must be returned to Chemco for inspection and evaluation. This is an equipment only warranty.

Parts that fail due to abnormal operating conditions, which were not known at the time of bid or system design, are not covered under this warranty. Consequential damages as a result of equipment failure are excluded from this warranty.

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**K Commercial Clarifications and Exclusions:**

1. The bid does not include sales, use, or transportation taxes. The purchaser has stated the project is exempt from Missouri State Sales Tax.
  2. Chemco must perform or supervise system commissioning to warrant the system.
  3. Warranty does not include labor for removal and installation of parts. That is the responsibility of the contractor and/or owner.
  4. Storage of Equipment - Due to limited storage space, Chemco is unable to store the proposed equipment beyond the scheduled shipping date. Under circumstances, not by the fault of Chemco, the equipment is prepared for shipment from Chemco's facility, but unable to be received by the Purchaser per the agreed shipment schedule, Chemco will invoice per the original delivery schedule and payment will be due per the terms of this contract. Subsequently, if the project site is not prepared to receive the equipment on the scheduled ship date, the Purchaser/General Contractor must designate an alternate delivery site. Chemco will then ship the equipment to the designated alternate site. Chemco is not responsible for the transportation of the equipment from the Purchaser's alternate storage site to the project site. Chemco is not responsible for any storage fees that may be incurred due to delay in the project site not being prepared to receive the equipment on the agreed upon delivery date.
  5. The Purchaser must notify Chemco of any damages or defects of the system within 96 hours of its arrival to the project site.
  6. All prices will be provided in US dollars.
  7. Chemco does not permit copying of any financial documents that may be reviewed during owner audit.
  8. Chemco does not permit removal of Chemco documentation from Chemco's site during owner audit.
  9. Chemco will provide a System Operation and Maintenance Manual in Chemco's standard format only and sees no conflict with the Project's proposed O&M specifications.
  10. Chemco will provide a complete engineering design submittal in Chemco's standard format only. An outline of Chemco's design submittal can be submitted at any time upon request. Chemco sees no significant conflict with the Project's proposed submittal specifications.
  11. Chemco accepts the stated Liquidated Damages of \$1,000 each day, but requests if a cap can be placed at 10% of the contract value. We are open to discussion.
-

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## Technical Clarifications and Exclusions:

1. Demolition and removal of any existing to be replaced equipment onsite is the responsibility of others
  2. Unloading of the system and equipment onsite is the responsibility of others.
  3. Erection, field assembly, and installation of the system onsite is the responsibility of others.
  4. Design and supply concrete foundations are the responsibility others.
  5. Design and supply of system anchor bolts are the responsibility of others. Chemco will identify quantity and location of anchor bolts on applicable equipment. Applicable grouting of anchored equipment by the installing contractor.
  6. Supply, design, and hook-up of utilities to the system are the responsibility of others
  7. Supply of feed chemicals is the responsibility of others.
  8. Chemco will supply PE stamps and calculations for the slurry tank loads and pump skid loads only. All other PE stamps and calculations are hereby excluded from our scope. Additional PE stamps and calculations that may be specified and/or requested can be provided at an additional cost.
  9. The preliminary O&M data will be submitted approximately 4 to 6 weeks prior to shipment to gather the applicable final as-built drawings. The final O&M manual will be delivered within 2 weeks after shipment.
  10. Chemco does not provide center of gravity for any equipment or systems.
  11. Chemco does not provide lifting plans for any equipment. The rigging and lifting plan are the responsibility of the installing contractor based on their means and methods. The detailed general arrangement drawings and shipping information will identify lifting points and weights of individual sections of equipment.
  12. Chemco's engineered drawings are supplied in 2D only. Chemco can offer 3D models at an additional cost and extended engineering lead time.
  13. All heat tracing and insulation of piping is the responsibility of others.
  14. The means and methods for installing the equipment onsite is the responsibility of the installing contractor. This includes installation of new equipment into existing facilities and maintaining facilities chemical production as required by the Owner.
  15. It is the responsibility of the Purchaser and Installing Contractor to verify that the site can receive and fit the equipment being supplied by Chemco Systems into any entranceways, elevators, lifts, or other openings. All costs associated with the installation coordination are the responsibility of the Purchaser.
  16. All field piping associated with the Chemco feed system is the responsibility of the engineer, installing contractor, and their subcontractors. It is imperative that the entity designing and performing the onsite slurry and solution piping is experienced in the piping of chemical slurries and solutions. The piping layout is critical to the correct operation of the equipment. The orientation, elevation, and location of valves and instrumentation will impact performance of the equipment and should be positioned accordingly to prevent dead ends, critical pressure drops, and clogging points. All pipe paths shall be designed and installed to maintain the necessary velocities and pressures within the parameters of the system.
  17. The provided Hydrated Lime System is custom designed for Cape Rock's Water Treatment Process and it would be excessive to develop a custom training guide apart from the Operation and Maintenance Manual. Chemco does not provide training manuals. Chemco can submit a training presentation that outlines the training to be performed onsite. The O&M Manual is a comprehensive document designed to cover all operations, maintenance, and troubleshooting for the entire lime system and shall act as the training guide for the Cape Rock WTP #1 Facility. The training will be both classroom and hands-on in the field. Chemco does not create tests for evaluating the maintenance and operations personnel.
-



**Chemco Systems**  
**High-Density Hydrated Lime Mixing and Feed System**

**System Overview Parameters**

Product:	Hydrated Lime
Bulk Density:	25-35 lbs./ft. <sup>3</sup>
Storage Capacity:	5,080 ft. <sup>3</sup> per existing silo
Feed Rate:	242 to 1,070 lbs./hr. (525 lbs./hr. avg) totalized for all 3 feed points
Concentration:	30% to 40% solids in slurry
Dose Rate:	0.67 to 2.01 GPM per pump
Max Water:	15 GPM at 60 PSIG for 30% slurry at maximum feed rate
System Power:	460-volt, 3 phase, 60 Hz

No.	Qty.	Description
01	2	<p>Truck Unloading Operator Panel</p> <ul style="list-style-type: none"> <li>• Truck unloading operator station</li> <li>• NEMA 4X 316 stainless steel enclosure</li> <li>• Indicating lights</li> <li>• Selector switches</li> <li>• Alarm siren</li> <li>• Push button</li> <li>• Terminal blocks</li> <li>• Factory assembled</li> </ul> <p>Note: Shipped loose for field installation and wire terminations by the installing contractor.</p>
02	2	<p>Silo Fill Line Assembly</p> <ul style="list-style-type: none"> <li>• 4" Schedule 40 carbon steel pipe</li> <li>• One (1) target box with clean-out port</li> <li>• Three (3) 4" long radius 90° elbow</li> <li>• Compression type couplings</li> <li>• Malleable iron truck fill adapter with dust cap</li> <li>• One (1) NEMA 4 limit switch</li> </ul> <p>Note: Shipped loose for field installation and wire terminations by the installing contractor.</p>
03	2	<p>Silo Continuous Level Sensor</p> <ul style="list-style-type: none"> <li>• Non-contact radar type transmitter</li> <li>• Digital readout</li> <li>• 2 wire, 4-20mA signal</li> <li>• 24 VDC</li> <li>• NEMA 4X housing</li> </ul> <p>Note: Shipped loose for field installation and wire terminations by the installing contractor.</p>
04	6	<p>Level Switch (High/Low)</p> <ul style="list-style-type: none"> <li>• Rotating paddle type</li> <li>• Stainless steel shaft and paddle</li> <li>• NEMA 4 housing</li> <li>• 120 V</li> </ul> <p>Note: Shipped loose for field installation and wire terminations by the installing contractor.</p>
05	-	<p>Silo Dust Collector</p> <ul style="list-style-type: none"> <li>• Existing to remain; Griffin Jet Vent Bag House Model JV-54-4X</li> <li>• Chemco to coordinate with the engineer and plant to confirm voltage and HP (power and controls) after contract award to account for the dust collector control in the control panel design.</li> </ul>

No.	Qty.	Description
06	-	Bin Activator <ul style="list-style-type: none"> <li>Existing to remain</li> <li>Chemco to coordinate with the engineer and plant to confirm unit voltage and HP after contract award to account for the bin activator in the control panel design.</li> </ul>
07	4	Flex Transition and Chute <ul style="list-style-type: none"> <li>Steel fabricated transitions</li> <li>One (1) flexible connection               <ul style="list-style-type: none"> <li>Pure gum rubber construction</li> <li>1-ply nylon reinforcement</li> </ul> </li> <li>Two (2) stainless steel band clamps</li> </ul> Note: Shipped loose for field installation.
08	4	Silo Discharge Knife Gate <ul style="list-style-type: none"> <li>10" diameter</li> <li>Pneumatic open/close actuation with limit switches</li> <li>Double acting</li> <li>316 cast stainless steel body</li> <li>316 stainless steel gate</li> <li>316 stainless steel metal seat</li> <li>Square braided PTFE impregnated synthetic fiber packing</li> <li>Factory installed and wired; may be removed for shipping and installation convenience</li> </ul>
09	4	<b>Option 1: Weigh Hopper Refill Feeder and Manual Knife Gate</b> <ul style="list-style-type: none"> <li><i>Designed feed rate of 20,000 lbs./hr. to refill the hopper in 60 to 120 seconds</i></li> <li><i>Capable of feeding hydrated lime with a bulk density of 25 to 35 lbs./ft.<sup>3</sup></i></li> <li><i>Cast iron housing and endplates</i></li> <li><i>Shaft seal assembly with air purge kit</i></li> <li><i>8 vane open end 304 stainless steel rotor tips, beveled</i></li> <li><i>Hard chrome interior bore and endplates</i></li> <li><i>Zero speed switch</i></li> <li><i>1.5 HP, 460-volt, 3 phase, 60 Hz motor</i></li> <li><i>Factory installed and wired; may be removed for shipping and installation convenience</i></li> <li><i>Silo isolation knife gate valve</i> <ul style="list-style-type: none"> <li>10" diameter</li> <li>Manual operation; designed to isolate the silo discharge for rotary feeder or downstream maintenance</li> <li>316 cast stainless steel body</li> <li>316 stainless steel gate</li> <li>316 stainless steel metal seat</li> <li>Square braided PTFE impregnated synthetic fiber packing</li> <li>Shipped loose for field installation on the silo discharge by the contractor</li> </ul> </li> </ul>

No.	Qty.	Description
10	4	Weigh Hopper <ul style="list-style-type: none"> <li>• 304 stainless steel construction</li> <li>• Approximately 14ft.<sup>3</sup> storage capacity</li> <li>• Fully seal welded</li> <li>• Vent connection</li> <li>• Factory installed and may be removed for shipping</li> </ul>
11	4	Chemco Volumetric Screw Feeder <ul style="list-style-type: none"> <li>• Capable of feeding 242 to 1070 lbs./hr. of hydrated lime with a density of 25 lbs./ft<sup>3</sup></li> <li>• 304 stainless steel housing, trough, and discharge spout</li> <li>• 3" 316 stainless-steel solid flight feed screw with material conditioning ribbon</li> <li>• 1.5 HP, 460 V, 3 Phase, 60 Hz, TEFC variable speed motor with Aegis ground ring</li> <li>• Digital speed sensor</li> <li>• VFD located in system control panel</li> <li>• Loss-in-weight scale system               <ul style="list-style-type: none"> <li>• Single point stainless steel load cell</li> <li>• Stainless steel load cell platform</li> <li>• Shim plates and calibration weights</li> <li>• Capable of achieving concentration accuracy within +/-0.5%</li> </ul> </li> <li>• Factory assembled, wired, and installed to mix tank. May be removed for shipment.</li> </ul>

No.	Qty.	Description
12	2	<p>Make-up Water Supply Panel</p> <ul style="list-style-type: none"> <li>• Inlet Water Branch <ul style="list-style-type: none"> <li>• One manually operated isolation ball valve</li> <li>• One pressure reducing valve with integral strainer</li> <li>• One pressure gauge/switch</li> <li>• One pressure instrument isolation ball valve</li> <li>• One wash down ball valve</li> <li>• One magnetic flowmeter</li> </ul> </li> <li>• Make-up Water Branch <ul style="list-style-type: none"> <li>• One isolation ball valve</li> <li>• One pneumatically actuated modulating flow control ball valve</li> <li>• One manual bypass ball valve</li> <li>• One pump flush branch piped to each pump suction</li> </ul> </li> <li>• Factory piped with schedule 80 PVC and installed on type 304 stainless steel support panel</li> </ul> <p>Inlet Air Assembly</p> <ul style="list-style-type: none"> <li>• One manual, isolation ball valve</li> <li>• One pressure regulator with filter</li> <li>• One pressure switch</li> <li>• One pressure gauge</li> <li>• One pressure instrument isolation ball valve</li> <li>• Schedule 40 galvanized threaded pipe</li> <li>• Factory installed, wired, and piped on water supply panel</li> </ul> <p>Note: Shipped loose for field installation, interconnecting piping, and wire terminations by installing contractor. Water panel intended to mount on the tank system, finalized during detailed engineering.</p>

No.	Qty.	Description
13	2	<p>Lime Slurry Mix Tank</p> <ul style="list-style-type: none"> <li>• 600-gallon capacity</li> <li>• 4'-6" Sq. x 6' OAH slurry tank</li> <li>• Type 304 stainless steel construction</li> <li>• Welded and sealed slurry tank lid <ul style="list-style-type: none"> <li>• Feeder supports</li> <li>• Two lime inlets</li> <li>• One mixer mounting flange</li> <li>• One water inlet connection</li> <li>• One breather filter vent connection</li> <li>• One inspection hatch</li> <li>• One level sensor mounting flange with stilling well</li> </ul> </li> <li>• Tank sidewall connections <ul style="list-style-type: none"> <li>• One 2" overflow connection</li> <li>• One 2" drain connection</li> <li>• One 2" pump suction header connection with cam-and-groove hose connection</li> </ul> </li> <li>• One (1) NEMA 4X 316SS junction box installed on the tank skid system with components factory installed and wired to the greatest practical extent. Some components will be factory wired, but removed for shipping to avoid damage during freight and installation.</li> </ul> <p>Note: Shipped loose for field installation.</p>
14	2	<p>Slurry Tank Continuous Level Sensor</p> <ul style="list-style-type: none"> <li>• Non-contact radar type</li> <li>• NEMA 4X housing</li> <li>• 4-20mA signal</li> <li>• Factory installed and wired on the tank skid system</li> </ul>
15	2	<p>Slurry Tank Mixer</p> <ul style="list-style-type: none"> <li>• Motor: 4 HP, 460 V, 3 phase, 60 Hz</li> <li>• Gear drive mechanical mixer</li> <li>• 316 stainless steel shaft and impeller</li> <li>• Center-mount design</li> <li>• Factory assembled, wired, and installed to mix tank.</li> </ul>
16	2	<p>Slurry Tank Overflow and Drain Assembly</p> <ul style="list-style-type: none"> <li>• One (1) manual drain valve</li> <li>• Schedule 80 PVC pipe</li> <li>• Factory installed – may be removed for shipment</li> </ul>

No.	Qty.	Description
17	2	<p>Lime System Control Panel</p> <ul style="list-style-type: none"> <li>• NEMA 4X type 316 stainless steel enclosure</li> <li>• Programmable logic control hardware</li> <li>• Motor control hardware</li> <li>• Color touchscreen HMI</li> <li>• Transformer</li> <li>• Main disconnect switch</li> <li>• Fuses</li> <li>• Terminal blocks</li> <li>• Alarm siren</li> <li>• Push button</li> <li>• Emergency stop button</li> <li>• UL-508A labeled</li> </ul> <p>Note: Shipped loose for field installation, and wire terminations by installing contractor.</p>

No.	Qty.	Description
18	4	<p>Slurry Feed Pump Assembly</p> <ul style="list-style-type: none"> <li>• Pump suction assembly <ul style="list-style-type: none"> <li>• Two 2" flexible hose assemblies to connect to either slurry tank</li> <li>• Four 2" isolation ball valves (one on each tank and one at each end of the skid header)</li> <li>• One manual, isolation ball valve</li> <li>• One manual, pump flush ball valve</li> </ul> </li> <li>• Hose Pump <ul style="list-style-type: none"> <li>• Peristaltic hose type pump</li> <li>• Capable of pumping lime slurry at a rate up to 2 GPM</li> <li>• Cast iron casing</li> <li>• Polycarbonate inspection window</li> <li>• 1.5 HP, 230/460 V, 3 phase, 60 Hz, TEFC inverter duty motor</li> <li>• VFD controlled</li> <li>• Natural rubber hose</li> <li>• Leak detection</li> <li>• Three (3) duty, One (1) standby; <i>*space for future fifth pump</i></li> </ul> </li> <li>• Pump discharge assembly <ul style="list-style-type: none"> <li>• Two manual isolation ball valves per project P&amp;ID</li> <li>• One manual drain valve</li> <li>• One pressure instrument assembly <ul style="list-style-type: none"> <li>• One manual isolation ball valve</li> <li>• One pressure isolation diaphragm sensor</li> <li>• One pressure transmitter</li> </ul> </li> <li>• One pressure relief valve</li> <li>• One pulsation dampener and manual isolation ball valve</li> </ul> </li> <li>• Pumps factory installed on a finish painted carbon steel skid</li> <li>• Factory piped with schedule 80 PVC</li> <li>• Factory wired to Pump Skid Control Panel</li> <li>• Designed to connect to either slurry tank by hoses</li> <li>• <b><i>*Designed with space for future fifth, identical pump</i></b></li> </ul> <p>Note: No additional hardware is included for future fifth pump (valves, piping, etc.).</p>

No.	Qty.	Description
19	1	<p>Pump Skid Control Panel</p> <ul style="list-style-type: none"> <li>• NEMA 4X type 316 stainless steel enclosure</li> <li>• Programmable logic control hardware</li> <li>• Motor control hardware</li> <li>• Color touchscreen HMI</li> <li>• Transformer</li> <li>• Main disconnect switch</li> <li>• Fuses</li> <li>• Terminal blocks</li> <li>• Alarm siren</li> <li>• Push button</li> <li>• Emergency stop button</li> <li>• UL-508A labeled</li> <li>• Factory installed on the pump skid</li> <li>• Future fifth pump considerations <ul style="list-style-type: none"> <li>• No VFD included, but allows space for future fifth VFD</li> <li>• 20% spare IO included for future fifth pump power and control</li> <li>• Includes programming for future fifth pump</li> </ul> </li> </ul>
20	Lot	<p>Spare Parts</p> <ul style="list-style-type: none"> <li>• (1) Spare feed auger assembly (auger, bearings, seals, packing)</li> <li>• (1) Spare load cell for loss-in-weight feeder (not spec required, but recommended)</li> <li>• (1) Spare hose for each pump (4 hoses total)</li> <li>• (1) Spare hose lubricant, enough to replace each hose once</li> </ul> <p>Note: Shipped loose to be received and logged into storage by the Purchaser.</p>

No.	Qty.	Description
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## Paint Schedule:

*Sandblast – SSPC SP6 surface profile (carbon steel); Glass bead blast (stainless-steel)*

*Prime Paint – 4 to 6 mils DFT of Carboguard 60 epoxy*

*Finish Paint – 3 to 5 mils DFT of Carboguard 8845 DTM Aliphatic Acrylic Urethane - white*

1. Silo Fill Line
  - a. Interior – unfinished
  - b. Exterior – sandblast, prime paint, finish paint
2. Screw Feeder (304 stainless steel)
  - a. Interior – unfinished
  - b. Exterior – glass bead blast
3. Lime Slurry Mix Tank (304 stainless-steel)
  - a. Interior – unfinished
  - b. Exterior – glass bead blast
4. Pump Skid
  - a. Surface – sandblast, prime paint, finish paint
5. Miscellaneous Equipment
  - a. Manufacturers' standard

## Pipe Schedule:

Silo Fill Line: Schedule 40 carbon steel

Water Service Line: Schedule 80 PVC pipe

Slurry Service Line: Schedule 80 PVC pipe

Instrument Quality Air Piping: Schedule 40 galvanized steel threaded pipe, unpainted

Conduit: ¾" PVC conduit and Liquid-tight flexible conduit to motor and instruments

## BID FORM

## **BID FORM**

### **PROJECT IDENTIFICATION:**

City of Cape Girardeau

**CAPE ROCK WTP #1**

**LIME FEED SYSTEM IMPROVEMENTS EQUIPMENT PROCUREMENT**

**Owner Project #6267**

Cape Rock - Water Treatment Plant #1

20 E Cape Rock Dr.

Cape Girardeau, MO 63701

### **ARTICLE 1 – PROPOSAL RECIPIENT**

1.01 This Proposal is submitted to:

City of Cape Girardeau

1.02 The undersigned Proposer agrees, if this Proposal is accepted, to enter into a Procurement Agreement with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Procurement Bidding Documents.

### **ARTICLE 2 – PROPOSER'S ACKNOWLEDGEMENTS**

- 2.01 Proposer accepts all of the terms and conditions of the Proposal Invitation and Instructions to Proposers. Proposer has not added any conditions or qualifying statements to the Proposal. Proposer will sign and deliver the required number of counterparts of the Procurement Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Request for Proposal Requirements.
- 2.02 Proposer accepts the provisions of the Procurement Agreement as to liquidated damages in the event of its failure to furnish the Goods and Special Services in accordance with the schedule set forth in the Agreement.

### **ARTICLE 3 – PROPOSER'S REPRESENTATIONS**

- 3.01 In submitting this Proposal, Proposer represents, as set forth in the Procurement Agreement, that:
- A. Proposer has examined and carefully studied the Procurement Bidding Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>04/01/2024</u>
<u>                    </u>	<u>                    </u>

- B. If specified, or if in Proposer's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Proposer has visited the Point of Destination and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services under the Procurement Contract.
- D. Proposer has carefully studied and correlated the information known to Proposer and information and observations obtained from Proposer's visits, if any, to the Point of Destination, and correlated it with the Seller's obligations under the Procurement Contract.
- E. Proposer has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- F. The Procurement Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services by and the performance of the Seller's obligations under the Procurement Contract.
- G. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Buyer.

#### ARTICLE 4 – BASIS OF PROPOSAL

- 4.01 Proposer will furnish the Goods and Special Services in accordance with the Proposal Procurement Documents for the following price(s):

<b>LUMP SUM PROPOSAL PRICE</b>	<div style="text-align: right;"> <b>\$ 1,012,420.00 USD</b>  <small>(figures)</small> </div>
<div style="text-align: right; margin-right: 50px;"> <b>One Million, Twelve Thousand, Four Hundred and Twenty</b>  <small>(words)</small> </div> <div style="text-align: right;"> <b>Dollars</b> </div>	

#### ARTICLE 5 – TIME OF COMPLETION

- 5.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

## ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Proposal:

- A. Required security in the form of Proposal Bid Bond  
(Certified Check or Proposal Bond)  
  
in the amount of 5% of Lump Sum Bid Price per Contract Requirements  
(Dollars or Percent of Lump Sum Bid Price)
- B. Anti-Discrimination Against Israel Act Certification
- C. General Arrangement Drawing, in accordance with Specification Section 46 36 43, paragraph 1.01.B.1.

## ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Proposal have the meanings indicated in the General Conditions and the Supplementary Conditions. The significance of terms with initial capital letters is described in the General Conditions.

**ARTICLE 8 – PROPOSAL SUBMITTAL**

8.01 This Proposal submitted by:

If Proposer is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

A Partnership

Partnership Name: Chemco Systems, L.P. (SEAL)

By: Jared Bollman  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): Jared Bollman

Business address: 1500 Industrial Drive, Monongahela, PA 15063

Phone No.: 724-258-7333 ext. 114 E-mail: jared.bollman@chemcosystems.net

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Business Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone, E-mail, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

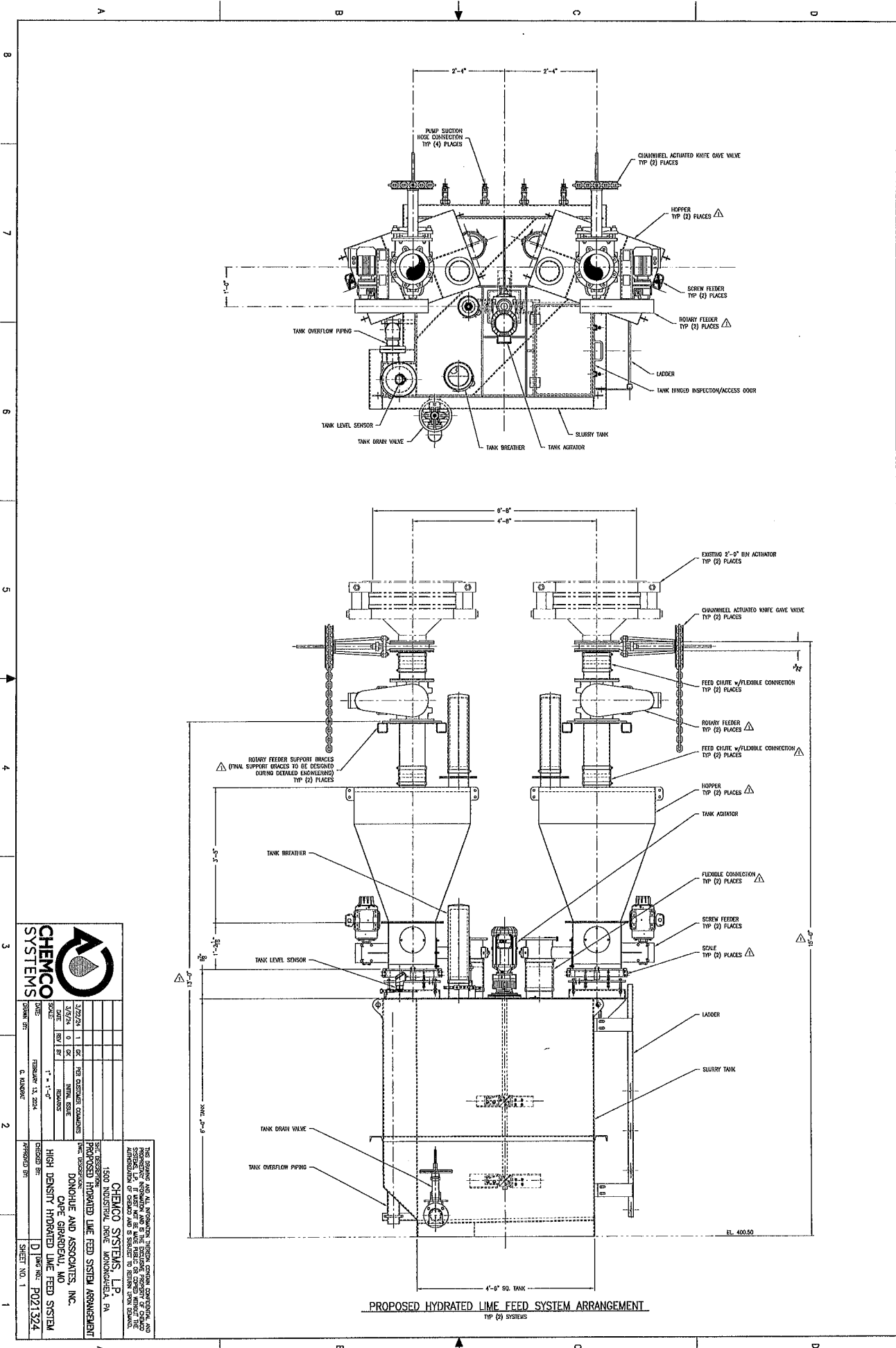
Sworn and subscribed to before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary or other officer authorized to administer oaths

My commission expires: \_\_\_\_\_

END OF BID FORM



PROPOSED HYDRATED LIME FEED SYSTEM ARRANGEMENT  
TYP (2) SYSTEMS

**CHEMCO SYSTEMS, L.P.**  
1500 INDUSTRIAL DRIVE, MONROVIA, CA

**PROPOSED HYDRATED LIME FEED SYSTEM ARRANGEMENT**

**DONOHUE AND ASSOCIATES, INC.**  
CAPE GIRARDEAU, MO

**HIGH DENSITY HYDRATED LIME FEED SYSTEM**

DATE: FEBRUARY 13, 2024  
DRAWN BY: C. KENDRICK  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

SHEET NO. 1

DATE	BY	REV	DESCRIPTION
3/2/24	1	OK	FEED SYSTEM COMMENTS
3/2/24	0	OK	INITIAL ISSUE
	REV	BT	REVISIONS

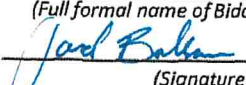
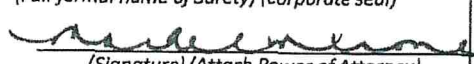

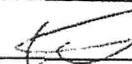
THIS DRAWING AND ALL INFORMATION HEREON ARE THE PROPERTY OF CHEMCO SYSTEMS, L.P. IT SHALL NOT BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CHEMCO SYSTEMS, L.P. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFIC TO WHICH IT IS ISSUED.





## BID BOND (PENAL SUM FORM)

"EXAMPLE"

<b>Bidder</b> Name: Chemco Systems, L.P. Address (principal place of business): 1500 Industrial Drive Monongahela, PA 15063	<b>Surety</b> Name: United Fire & Casualty Company Address (principal place of business): 118 Second Avenue SE Cedar Rapids. IA 52401
<b>Owner</b> Name: City of Cape Girardeau Address (principal place of business): <b>44 North Lorimier Street</b> <b>Cape Girardeau, MO 63701</b>	<b>Bid</b> Project (name and location): <b>Cape Rock WTP Lime System Improvements</b> <b>Equipment Procurement</b> 20 E. Cape Rock Drive, Cape Girardeau, MO 63701 Bid Due Date: April 3rd, 2024
<b>Bond</b> Penal Sum: Five Percent (5%) of Total Bid Date of Bond: April 3rd, 2024	
Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <div style="text-align: center;">Chemco Systems, L.P.</div> <div style="text-align: center;"><small>(Full formal name of Bidder)</small></div>	<b>Surety</b> <div style="text-align: center;">United Fire &amp; Casualty Company</div> <div style="text-align: center;"><small>(Full formal name of Surety) (corporate seal)</small></div>
By:  <div style="text-align: center;"><small>(Signature)</small></div>	By:  <div style="text-align: center;"><small>(Signature) (Attach Power of Attorney)</small></div>
Name: Jared Bollman <div style="text-align: center;"><small>(Printed or typed)</small></div>	Name: Rachel M. Cronen, Attorney-in-fact <div style="text-align: center;"><small>(Printed or typed)</small></div>
Title: Vice President	Title: Attorney-in-fact
Attest:  <div style="text-align: center;"><small>(Signature)</small></div>	Attest:  <div style="text-align: center;"><small>(Signature)</small></div>
Name: Marcus Bollman <div style="text-align: center;"><small>(Printed or typed)</small></div>	Name: David E. Rawlings <div style="text-align: center;"><small>(Printed or typed)</small></div>
Title: Vice President	Title: Witness
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

RACHEL M. CRONEN, CHERYL I. FICHTER, DAVID E. RAWLINGS, JENNA L. KOLB, KEVIN V. HEHER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of August, 2021

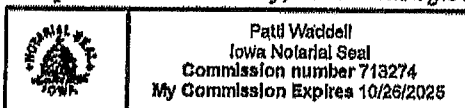


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 2nd day of August, 2021, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of April, 2024.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Chemco Systems, L.P.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>Limited Partnership</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1500 Industrial Drive</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Monongahela, PA 15063</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
1	1		-	3	6	5	5	0	4 1

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

1-3-24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-081**

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**SUBJECT**

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 728 Good Hope Street, in the City and County of Cape Girardeau, Missouri, from C-1 to R-3.

**EXECUTIVE SUMMARY**

The attached ordinance rezones the property at 728 Good Hope Street. The applicant is requesting that the property be rezoned from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District). The City Council's public hearing on the rezoning request was held on May 6, 2024.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 728 Good Hope Street. The applicant is requesting that the property be rezoned from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District).

The adjacent properties are zoned R-4 (Medium Density Multifamily Residential District) to the north, C-1 (General Commercial District) to the east and west, and CBD (Central Business District) to the south. This area is characterized by residential (single-family, two-family, and multifamily) and commercial uses. The Cape Vision 2040 Future Land Use Map shows the subject property as Urban Mixed Use.

The attached ordinance rezones the property to R-3. The City Council's public hearing on the rezoning request was held on May 6, 2024.

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property contains a vacant two-family dwelling (duplex). Residential uses are not permitted in the C-1 district. The two-family dwelling was a nonconforming use under the Zoning Code. However, the nonconforming status has expired due to the length of vacancy. The owner wishes to renovate the building and resume using it as a two-family dwelling. The R-3 district permits two-family dwellings by right. The building was constructed as a two-family dwelling, and it is located in an area containing a mix of residential and commercial uses. For these reasons, the proposed R-3 district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the rezoning request.

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission held a public hearing at its April 10, 2024 meeting and recommended approval of the rezoning request by a vote of 6 in favor, 0 in opposition, and 1 abstaining.

## PUBLIC OUTREACH

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The City Council's public hearing was advertised in the Southeast Missourian on April 20, 2024. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

### ATTACHMENTS:

Name:	Description:
<a href="#">728_Good_Hope_St_Rezone.doc</a>	Ordinance
<a href="#">Staff_Review-Referral-Action_Form.pdf</a>	728 Good Hope Street - Staff RRA Form
<a href="#">Map_-_728_Good_Hope_Street_-_Zoning.pdf</a>	728 Good Hope Street - Zoning Map
<a href="#">Map_-_728_Good_Hope_Street_-_FLU.pdf</a>	728 Good Hope Street - FLU Map
<a href="#">Application_-_728_Good_Hope_Street_Rezoning.pdf</a>	728 Good Hope Street - Application
<a href="#">Sec._30-66._-_C-1_General_Commercial_District.pdf</a>	C-1 District Regulations
<a href="#">Sec._30-59._-_R-3_High_Density_Single-Family_Residential_District.pdf</a>	R-3 District Regulations

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 728 GOOD HOPE STREET, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM C-1 TO R-3

---

WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from C-1, General Commercial District, to R-3, High Density Single-Family Residential District; and

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, May 6, 2024; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri, has elected to rezone the property described in Article 1 of this ordinance from C-1, General Commercial District, to R-3, High Density Single-Family Residential District.

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

ARTICLE 1. Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended to change the zoning from the present C-1, General Commercial District, to R-3, High Density Single-Family Residential District, for the following described property:

728 Good Hope Street

Part of Lot Sixty-one (61) in Range "G" in the City of Cape Girardeau, Missouri, described as follows: Beginning at a point on the North line of Good Hope Street, 70 feet West of the Southeast corner of said Lot 61 in Range "G" and run North, parallel with Ellis Street, 113 feet to the line of Lots 61 and 62 in Range "G"; thence West with said line 35 feet; thence South, parallel with Ellis Street 113 feet to Good Hope Street; thence East, along Good Hope Street, 35 feet to the point of beginning.

ARTICLE 2. The City Council hereby finds and declares that

the property described in Article 1 of this ordinance is at the present time particularly suitable for the purposes and uses of the R-3, High Density Single-Family Residential District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



**CITY OF CAPE GIRARDEAU, MISSOURI**

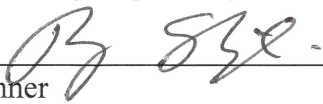
City Staff Review, Referral and Action on Rezoning/Special Use Permit Application

FILE NO. **1468**

LOCATION: 728 Good Hope Street

**STAFF REVIEW & COMMENTS:**

SEMO Cardinal Group, LLC is requesting to rezone the above listed property from C-1 (General Commercial District) to R-3 (High Density Single-family Residential District). SEE STAFF REPORT FOR FURTHER INFORMATION

  
City Planner

3/19/24  
Date

  
City Attorney

3/22/24  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

  
City Manager

  
Date

***Planning & Zoning Commission***

Public Hearing Sign Posting Date: 4-3-24 Public Hearing Date: 4-10-24

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VOTE COUNT:** 6 Favor 0 Oppose 1 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**



Chris Martin  
Planning & Zoning Commission Secretary

***City Council Action***

Posting Dates: Sign \_\_\_\_\_ Newspaper \_\_\_\_\_ Public Hearing Date: \_\_\_\_\_  
Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

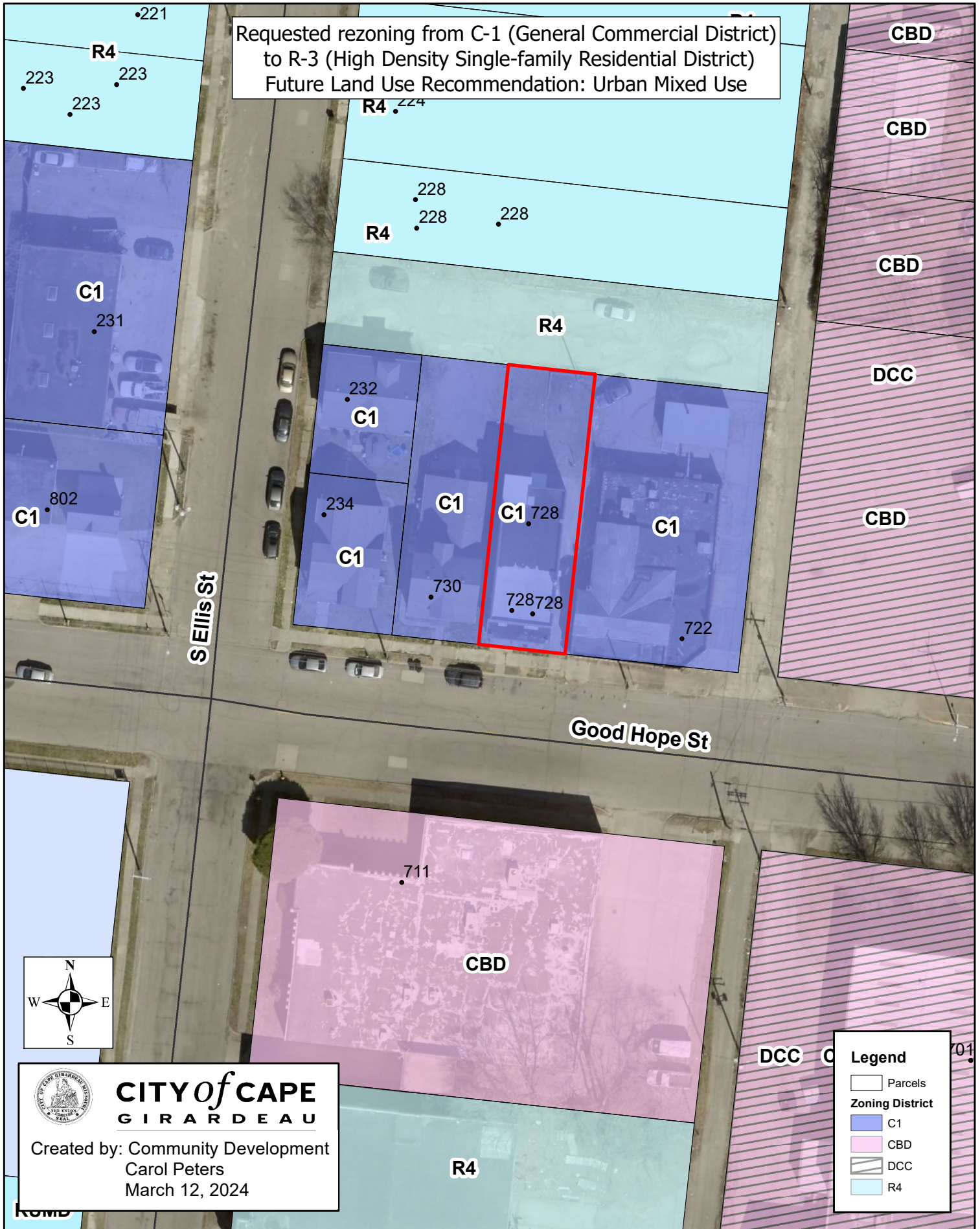
**VOTE COUNT:** \_\_\_\_\_ Favor \_\_\_\_\_ Oppose \_\_\_\_\_ Abstain

**ORDINANCE #** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

# Rezoning Request

## 728 Good Hope Street

Requested rezoning from C-1 (General Commercial District)  
to R-3 (High Density Single-family Residential District)  
Future Land Use Recommendation: Urban Mixed Use



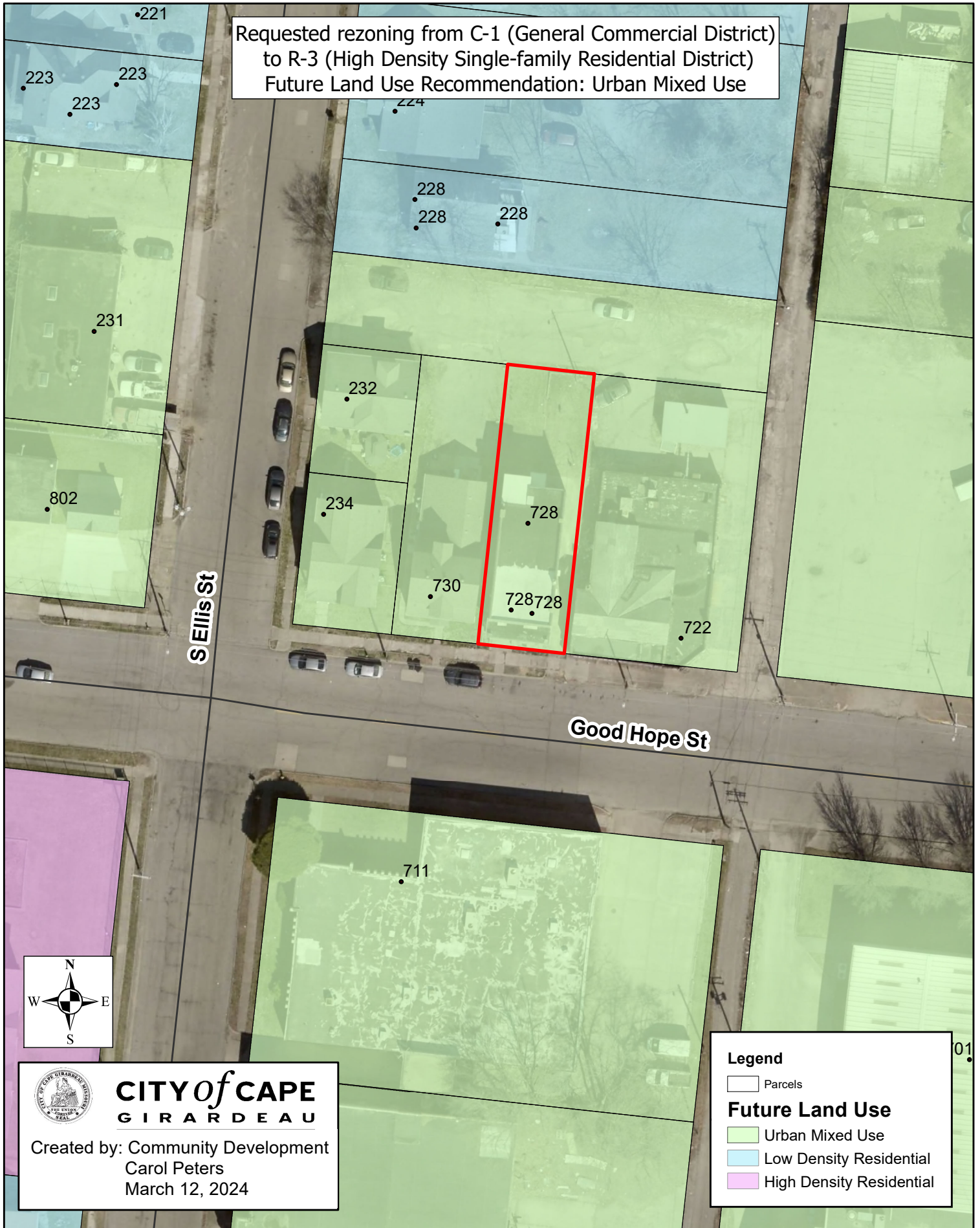
**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
March 12, 2024

# Rezoning Request

## 728 Good Hope Street

Requested rezoning from C-1 (General Commercial District)  
to R-3 (High Density Single-family Residential District)  
Future Land Use Recommendation: Urban Mixed Use



**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
March 12, 2024

### Legend

Parcels

### Future Land Use

Urban Mixed Use

Low Density Residential

High Density Residential



REZONING / SPECIAL USE PERMIT APPLICATION  
**CITY of CAPE GIRARDEAU**

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Property Address/Location

728 GOOD HOPE

<b>Applicant</b> Semo Cardinal Group		<b>Property Owner of Record</b> Semo Cardinal Group/Brennon Todt	
<input checked="" type="checkbox"/> Same as Applicant			
Mailing Address 1439 Minnesota St.	City, State, Zip Cape Girardeau, MO 63701	Mailing Address 1439 Minnesota St.	City, State, Zip Cape Girardeau, MO 63701
Telephone 573-914-0030	Email projectmgmt@todtroofing.com	Telephone 573-803-1802	Email Office@semocardinalgroup.com
Contact Person Brandon Beninati		(Attach additional owners information, if necessary)	
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		<b>Proposed Special Use (Special Use Permit requests only)</b>	
Existing Zoning District C-1		Proposed Zoning District (Rezoning requests only) R3	

Legal description of property to be rezoned and/or upon which the special use is to be conducted

Vacant residential duplex, 2 story building with basement. - SEE ATTACHED

Describe the proposed use of the property.

Full interior remodel of duplex unit. New interior walls, MEP's, windows and doors. No living use for b

Application continues on next page

OFFICE USE ONLY

Date Received & By 2/27/24 RH File # 1468 MUNIS Application # 15039 MUNIS Permit # \_\_\_\_\_

Application Fee Received \$ 141.00 ☐ Check # \_\_\_\_\_ ☒ Credit Card ☐ Cash

Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

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**Special Use Criteria (Special Use Permit requests only)**

Explain how the special use permit request meets the criteria below. Attach additional sheets, if necessary.

- 1) The proposed special use will not substantially increase traffic hazards or congestion.

No increase in traffic or congestion

- 2) The proposed special use will not substantially increase fire hazards.

No increase in fire hazards

- 3) The proposed special use will not adversely affect the character of the neighborhood.

Goal to increase property value

- 4) The proposed special use will not adversely affect the general welfare of the community.

Will not affect general welfare of the community

- 5) The proposed special use will not overtax public utilities.

Will not over tax public utilities

---

**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.


In addition to this completed application form, the following items must be submitted:

- ☐ Base Application fee - \$141.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$84 payable to City of Cape Girardeau
  - ☐ List of adjacent property owners (*see Instructions for requirements*)
  - ☐ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.70 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc.  
(Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted; and
- 3) They acknowledge that they are responsible for ensuring that all required licenses and permits are obtained prior to commencing any use or work on the property.

  
Brennan Todt (Feb 5, 2024 16:08 EST)

Property Owner of Record Signature and Printed Name

(Provide additional owners signatures and printed names in the space below, if applicable)

2/5/23

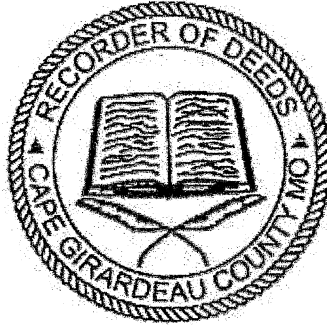
Date

The undersigned hereby certifies that they are an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf, and that the Property Owner(s) of Record hereby agree to the above certifications.

Applicant Signature and Printed Name

2/5/24

Date



eRecorded  
DOCUMENT #  
2023-06792

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
08/17/2023 08:31:09 AM  
REC FEE: 27.00  
PAGES: 2

013415

## GENERAL WARRANTY DEED (LIMITED LIABILITY COMPANY)

This Indenture is made this 14 day of August, 2023, by and between Cape Homes, LLC, a Missouri Limited Liability Company ("Grantor"), of the County of St. Louis, Missouri, and Semo Cardinal Group LLC, a Missouri Limited Liability Company ("Grantee"), of the County of Cape Girardeau, Missouri, whose address in said County is:

2905 Valley Creek Rd., Cape Girardeau, MO 63701

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to them by the Grantee, the receipt of which is hereby acknowledged, does by these present GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee and Grantee's heirs, successors and assigns, the following described Real Estate lying, being and situated in the County of Cape Girardeau, and State of Missouri, to wit:

Part of Lot Sixty-one (61) in Range "G" in the City of Cape Girardeau, Missouri, described as follows: Beginning at a point on the North line of Good Hope Street, 70 feet West of the Southeast corner of said Lot 61 in Range "G" and run North, parallel with Ellis Street, 113 feet to the line of Lots 61 and 62 in Range "G"; thence West with said line 35 feet; thence South, parallel with Ellis Street, 113 feet to Good Hope Street; thence East, along Good Hope Street, 35 feet to the point of beginning.

Subject to terms, conditions, restrictions, reservations, and easements of record, if any.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the Grantee and unto Grantee's heirs, successors and assigns forever. Grantor hereby covenants that Grantor is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has good right to convey the same; that said premises are free and clear of any encumbrance done or suffered by Grantor or those under whom Grantor claims, and that Grantor will WARRANT AND DEFEND the title to the said premises unto the said Grantee and Grantee's heirs, successors and assigns forever against the lawful claims and demands of all persons whomsoever.



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Sec. 30-66. - C-1, General Commercial District.

- (a) *Purpose.* The C-1 district is primarily intended for areas of the city located along minor thoroughfares and adjacent to residential districts. Appropriate uses for this district include commercial developments not requiring long-term outdoor display of merchandise, as well as certain governmental, institutional, and community service facilities. Other uses having the potential to significantly affect adjacent residential districts may be allowed with approval of a special use permit.
- (b) *Permitted principal uses.*
- (1) Art galleries or museums.
  - (2) Banks or other financial institutions.
  - (3) Bed and breakfasts.
  - (4) Commercial day cares.
  - (5) Commercial recreation facilities, excluding driving ranges or outdoor shooting or racing.
  - (6) Funeral homes or mortuaries.
  - (7) Governmental facilities.
  - (8) Health or fitness centers.
  - (9) Institutions of higher education, including business, career or technology schools.
  - (10) Instructional schools for art, dance, music, martial arts or other disciplines.
  - (11) Libraries.
  - (12) Medical marijuana dispensary facilities, as permitted in section 30-118.
  - (13) Microbreweries.
  - (14) Middle schools, secondary schools, or development centers for people with physical, mental or developmental disabilities.
  - (15) Nurseries or greenhouses.
  - (16) Nursing homes.
  - (17) Offices.
  - (18) Parks or playgrounds.
  - (19) Personal service establishments.
  - (20) Pet grooming facilities, excluding kennels.
  - (21) Police or fire stations.
  - (22) Residential treatment facilities.
  - (23) Restaurants or bars.
  - (24) Retail or rental establishments, excluding the sale or rental of outbuildings, vehicles, or large

agricultural or construction equipment.

(25) Television or radio studios, including any transmitting facilities.

(26) Transit terminals.

(27) Veterinary clinics or animal hospitals, excluding livestock.

(28) Wineries.

(c) *Permitted accessory uses.*

(1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-106.

(2) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.

(3) Solar energy systems, as permitted in section 30-113.

(d) *Special uses.*

(1) Banquet facilities.

(2) Hotels or motels.

(3) Kennels.

(4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(5) Meeting halls.

(6) Mini warehouses or self-storage units.

(7) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.

(8) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.

(9) Telecommunication towers, as permitted in section 30-107.

(10) The allowance of additional height up to a total of 60 feet, not to exceed a total of five stories.

(11) Transitional housing.

(12) Uses involving the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.

(13) Vehicle fueling, service or repair facilities, excluding body or paint shops.

(14) Vehicle washing facilities, including automatic or hand wash.

(15) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

(1) All storage of merchandise, materials, products or equipment shall be within a fully enclosed building or in an open yard so screened that the items being stored are not visible from the

street or any adjacent property.

- (2) Outdoor display of merchandise is prohibited, except as follows: Merchandise may be displayed outdoors as part of a temporary use, as permitted in section 30-109. Nursery stock, accessory landscaping decorations, and seasonal and holiday decorations may also be displayed outdoors during the appropriate season. Such displays are permitted in accordance with the following provisions:
  - a. Displays shall not be located in a right-of-way.
  - b. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the city Code. Displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.
  - c. Displays shall not impede vehicular or pedestrian access.
  - d. Displays shall not alter the structure of any building.
  - e. Displays shall not create a health or safety hazard.
  - f. Displays shall be well kept and orderly.
  - g. Signs may be displayed as permitted elsewhere in the city Code.
  - h. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.
- (3) Outdoor service areas and equipment such as loading docks, mechanical equipment, storage areas or waste containers shall be located in the rear or side yard and screened as required elsewhere in the city Code.

(f) *Height, area, width, setback and open space requirements.*

- (1) Maximum height: 40 feet, not to exceed three stories.
- (2) Minimum lot area: None.
- (3) Minimum lot width: None.
- (4) Minimum setbacks:
  - a. Front yard: 25 feet.
  - b. Rear yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
  - c. Side yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
- (5) Minimum open space: 15 percent of the lot area.

(Code 1990, § 30-333; Ord. No. 5211, art. 4, 7-15-2019)

Sec. 30-59. - R-3, High Density Single-Family Residential District.

(a) *Purpose.* The R-3 district is intended to accommodate single-family, two-family and townhouse residential developments at maximum densities of up to nine units per acre. This district will serve as a transition between lower density and higher density residential districts. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the residential character of this district.

(b) *Permitted principal uses.*

- (1) Single-family detached dwellings, with only one dwelling per lot.
- (2) Duplexes, two-family dwelling units.
- (3) Townhouses.
- (4) Cluster subdivisions, as permitted in chapter 25.
- (5) Public parks, playgrounds, and recreational facilities.
- (6) Police and fire stations.
- (7) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five acres of land.
- (8) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
- (9) Home for eight or fewer unrelated mentally or physically handicapped persons, including no more than two additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:
  - a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and
  - b. Such home shall not be located closer than 370 feet to any other such home.
- (10) A private residence licensed by the state division of family services or state department of mental health to provide foster care to one or more, but less than seven, children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met, and an occupancy permit issued therefor.

(c) *Permitted accessory uses.*

- (1) Private garages, carports and accessory structures, as permitted in section 30-106.
- (2) Home occupations, as permitted in section 30-108.
- (3) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in section 30-111.
- (4) In home elderly care, with a maximum of three persons as permitted in section 30-114.
- (5) Solar energy systems, as permitted in section 30-113.
- (6) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.

(d) *Special uses.*

- (1) Home day cares, with five or more unrelated children, as permitted in section 30-111.
- (2) Bed and breakfasts.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Transitional housing.
- (5) Wind energy conversion systems, as permitted in section 30-113.
- (6) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (7) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(e) *Height, area, bulk and setback requirements.*

- (1) Maximum height:
  - a. When side yards are less than 15 feet in width, 2½ stories not to exceed 35 feet.
  - b. When side yards are 15 feet in width or greater, three stories, not to exceed 45 feet.
- (2) Minimum lot area:
  - a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.
  - b. Duplexes: 3,750 square feet per unit.
  - c. Single-family: 5,000 square feet.
- (3) Maximum density: Nine units per one acre. Higher densities may be approved with a cluster subdivision as permitted in chapter 25.
- (4) Minimum lot width:
  - a. Townhouses and duplexes: 20 feet.
  - b. All other uses: 30 feet.
- (5) Minimum yard requirements:
  - a. Front yard:
    1. Each townhouse: Ten feet.
    2. All other uses: 20 feet.
  - b. Rear yard:
    1. Each townhouse: 20 feet.
    2. All other uses: 20 feet.
  - c. Side yard:
    1. Townhouses and duplexes: None.
    2. All other uses: Three feet.

(f) *Open space, landscaping and bufferyard requirements.* For any nonresidential uses:

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and buffer yards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, or R-2

zoning districts. This bufferyard shall comply with the requirements of chapter 25.

- (g) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-46. No parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of 24,000 pounds, except as provided in sections 26-147 and 26-298.

(Code 1990, § 30-324; Ord. No. 5012, art. 4, 10-2-2017)

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-082**

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**SUBJECT**

An Ordinance approving the record plat of Latham's First Subdivision.

**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for a one-lot single-family residential subdivision at 2120 Kent Drive and 2135 Rampart Street.

**BACKGROUND/DISCUSSION**

A record plat has been submitted for Latham's First Subdivision, located at 2120 Kent Drive and 2135 Rampart Street, which is zoned R-1 (Single-Family Suburban Residential). The plat combines two lots to create one new lot. The plat shows an exception to allow Lot #1 to have driveway access to both Rampart Street and Kent Drive. Staff supports the exception due to site constraints that preclude using the existing driveway on Rampart Street for the proposed accessory structure on the west side of the lot.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its April 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">❏ RP_Latham_s_First_Sub.doc</a>	Ordinance
<a href="#">❏ Staff_Review-Referral-Action_Form.pdf</a>	Latham's First Subdivision - Staff RRA Form
<a href="#">❏ Map - Latham_s_First_Subdivision.pdf</a>	Latham's First Subdivision - Map
<a href="#">❏ Application - Latham_s_First_Subdivision.pdf</a>	Latham's First Subdivision - Application
<a href="#">❏ LATHAMS_FIRST_SUB_REVISIONS_2ND.pdf</a>	Latham's First Subdivision - Record Plat

BILL NO. 24-51

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE RECORD PLAT OF  
LATHAM'S FIRST SUBDIVISION

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE  
GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Latham's First Subdivision, being all of Lots Numbered Four (4) and Five (5) of Woodland Place Subdivision Number 10 as recorded in Document #2013-02740 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Jason Latham and Michelle Latham, husband and wife, bearing the certification of Kelly K. Snell, a Registered Land Surveyor, dated the 15th day of April, 2024, including all exceptions and variances, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



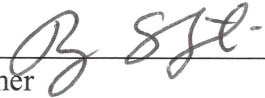
**CITY OF CAPE GIRARDEAU, MISSOURI**  
City Staff Review, Referral and Action - Subdivision Application

FILE: **Latham's First Subdivision**

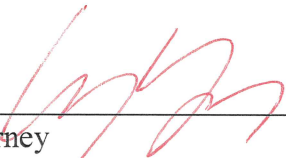
LOCATION: 2120 & 2135 Rampart Street

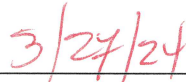
**STAFF REVIEW & COMMENTS:**

A record plat has been submitted to combine two (2) lots at 2120 & 2135 Rampart Street. SEE STAFF REPORT FOR MORE DETAILS.

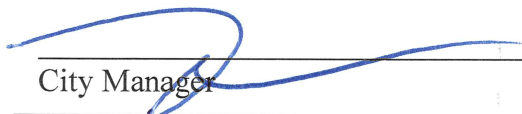
  
\_\_\_\_\_  
City Planner

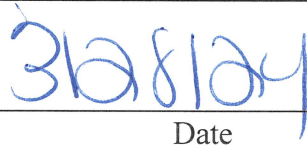
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Date

***Planning & Zoning Commission***

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VOTE COUNT:** 7 **Favor** 0 **Oppose** 0 **Abstain**

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

  
\_\_\_\_\_  
Chris Martin  
Planning & Zoning Commission Secretary

***City Council Action***

Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

ORDINANCE # \_\_\_\_\_ Effective Date: \_\_\_\_\_

# Latham's First Subdivision





# SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

<b>Name of Subdivision</b> LATHAM'S FIRST SUBDIVISION		<b>Type of Plat</b> <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
<b>Applicant</b> JASON & MICHELLE LATHAM		<b>Property Owner of Record</b> <input checked="" type="checkbox"/> Same as Applicant JASON & MICHELLE LATHAM	
<b>Mailing Address</b> 2135 RAMPART ST	<b>City, State, Zip</b> CAPE, MO 63701	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b> 573 270 1211	<b>Email</b> JLATHAM1970@GMAIL.COM	<b>Telephone</b>	<b>Email</b>
<b>Contact Person (if Applicant is a Business or Organization)</b>		<i>(Attach additional owners information, if necessary)</i>	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> RICHARD'S LAND SURVEYING		<b>Developer (if other than Applicant)</b>	
<b>Mailing Address</b>	<b>City, State, Zip</b>	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b>	<b>Email</b>	<b>Telephone</b>	<b>Email</b>

## ADDITIONAL ITEMS REQUIRED

See Instructions for more  
information.

In addition to this completed application form, the following items must be submitted:

- ☐ Review Fee (payable to City of Cape Girardeau)  
\$21.00 per lot (**\$210.00 minimum**)
- ☐ Recording Fee Deposit (payable to City of Cape Girardeau)
 

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

*(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)*
- ☐ One (1) full size print of the plat
- ☐ Digital file of the plat in .pdf format (can be emailed to [cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org))
- ☐ Completed minimum requirements checklist

## CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

Jason W Latham  
Applicant Signature and Printed Name

11 MAR 2024  
Date

### OFFICE USE ONLY

Date Received & By 3/12/24 File # \_\_\_\_\_ MUNIS Application # 15080 MUNIS Permit # \_\_\_\_\_

Review Fee Received \$ 210 Recording Fee Received \$ 46 ☐ Check # \_\_\_\_\_ ☒ Credit Card ☐ Cash

Preliminary and Record Plats:  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

**City of Cape Girardeau**  
**Subdivision Plat Requirements**  
**(Record Plats)**

**MINIMUM REQUIREMENTS FOR RECORD PLATS – COMPLETE CHECKLIST AND SUBMIT WITH APPLICATION**

*(First column of check boxes is for professional engineer/surveyor; second column is for City staff)*

NAME OF SUBDIVISION: **LATHAM'S FIRST SUBDIVISION**

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet size - 18" x 24", 24" x 24", or 24" x 36"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | White background with black text and graphics; greyscale allowed; no other colors   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Border - rectangular, solid line(s)   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet number, if plat consists of more than one sheet   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or include "RESUBDIVISION"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI"                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | North arrow with basis of bearings  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Graphic scale - 1:100 or less; must be a multiple of 10   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Curve table and/or line table, if necessary - include unit symbols for distances/lengths  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Section/township/range lines accurately drawn and labeled   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Adjacent parcel lines accurately drawn  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and each lot checked for closure   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Each proposed lot labeled with lot number and area expressed in square feet and acres   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, drainage, access, etc.); include Book and Page or Document Number, if recorded   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All building setback lines within the subdivision boundary labeled; include depth   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Notes:  |
|                                     | <input type="checkbox"/> | • Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)  |
|                                     | <input type="checkbox"/> | • Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)  |

**MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)**

- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT \_\_", "A REDUCED LOT WIDTH FOR LOT \_\_", or "A REDUCED \_\_\_\_ YARD SETBACK ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
  - Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_" or "A REDUCED UTILITY EASEMENT WIDTH ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
  - Floodplain - begin with "A PORTION OF THE PROPERTY FALLS WITHIN" or "NO PORTION OF THE PROPERTY FALLS WITHIN", as applicable; if referencing a zone designation, state what that designation means
- ☒ ☐ List each record owner name and Book and Page or Document Number for deed, name and address of party for whom the plat was prepared, name and address of consultant that performed the survey and prepared the plat
- ☒ ☐ Subdivision Dedication:
- Begin with "THE UNDERSIGNED," followed by the owner name(s) as stated in the current deed(s); include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable; followed by "OWNER OF" or "OWNERS OF" and a description matching the description beneath the plat title, followed by "CONTAINING \_\_\_\_ SQUARE FEET (\_\_\_\_ ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:"; followed by a legal description of the total subdivision area; followed by "HEREBY SUBDIVIDE" or "HEREBY SUBDIVIDES"; followed by "SAID TRACT INTO \_\_\_\_ AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED \_\_\_\_."
  - New right-of-way and/or easements - use standard language
- ☒ ☐ Legal description checked against drawing for congruence
- ☒ ☐ Owner signature line(s) with notary block(s) - include title after signatory name if owner is not an individual; include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable
- ☒ ☐ If plat shows existing public easement(s) to be released – use standard block for City Manager's release
- ☒ ☐ City Clerk's certificate - use standard block for record plats
- ☒ ☐ County Recorder of Deeds' certificate - use standard block
- ☒ ☐ Surveyor's certificate

RECORD PLAT
LATHAM'S FIRST SUBDIVISION

SUBDIVISION DEDICATION

WE, THE UNDERSIGNED, JASON LATHAM AND MICHELLE LATHAM, HUSBAND AND WIFE, THE OWNERS OF ALL OF LOTS NUMBERED FOUR (4) AND FIVE (5) OF WOODLAND PLACE SUBDIVISION NUMBER 10 AS RECORDED IN DOCUMENT #2013-02740 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, CONTAINING 37,518 SQUARE FEET (0.861 ACRES), MORE OR LESS, HEREBY DECLARE THAT WE HAVE CAUSED SAID LAND TO BE RESUBDIVIDED INTO A SINGLE LOT AS NUMBERED AND DESIGNATED ON THIS PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "LATHAM'S FIRST SUBDIVISION". IN WITNESS WHEREOF, SIGNED THIS DAY OF , 20 A.D.

JASON LATHAM MICHELLE LATHAM

STATE OF MISSOURI
COUNTY OF )

ON THIS DAY OF , 20 A.D., BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED JASON LATHAM AND MICHELLE LATHAM, HUSBAND AND WIFE, WHO, BY ME DULY SWORN, DID SAY THAT THEY ARE THE PERSONS DESCRIBED HEREIN, THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND THAT THEY EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

I, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF CAPE GIRARDEAU, MISSOURI BY ORDINANCE NO. PASSED AND APPROVED THIS DAY OF , 20 A.D.

CITY CLERK
CITY OF CAPE GIRARDEAU, MISSOURI

THE CITY OF CAPE GIRARDEAU, MISSOURI HEREBY RELEASES PORTIONS OF CERTAIN EXISTING EASEMENTS AS SHOWN HEREON.

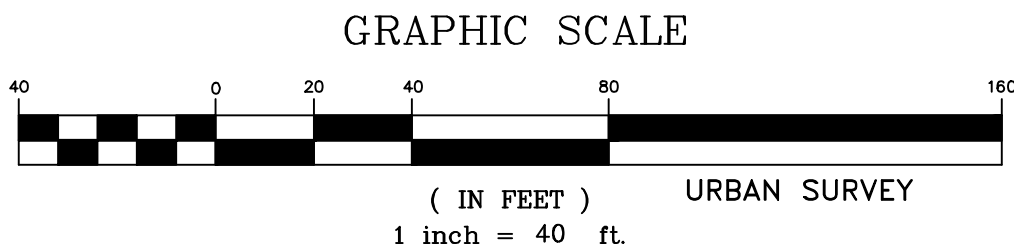
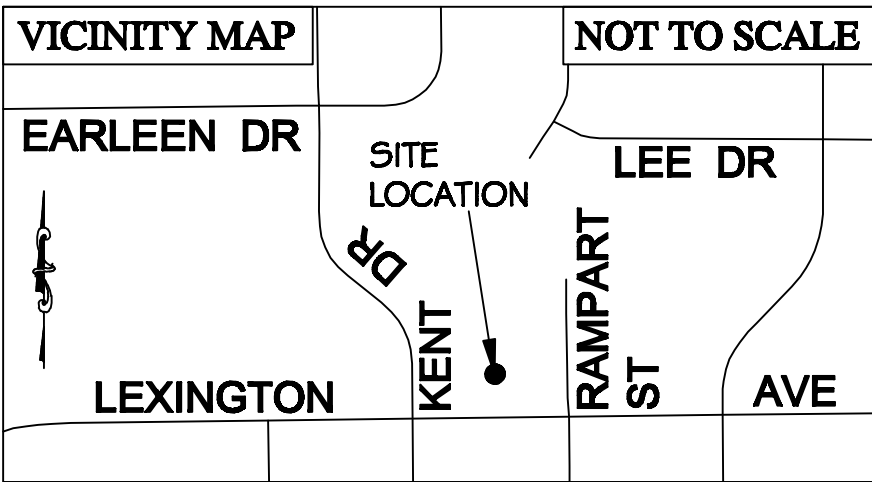
DR. KENNETH HASKIN, CITY MANAGER
CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU )

ON THIS DAY OF , 20 A.D., BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED DR. KENNETH HASKIN, CITY MANAGER OF THE CITY OF CAPE GIRARDEAU, MISSOURI, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, WHO, BY ME DULY SWORN, DID SAY THAT HE IS THE PERSON DESCRIBED HEREIN, THAT HE EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CITY, AND THAT THEY EXECUTED THE SAME FOR THE PURPOSES STATED THEREIN AS THE FREE ACT AND DEED OF SAID CITY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE STATE AND COUNTY AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES:



ALL OF LOTS NUMBERED FOUR (4) AND FIVE (5) OF WOODLAND PLACE SUBDIVISION NUMBER 10 AS RECORDED IN DOCUMENT #2013-02740 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI

LEGEND

- SET 1/2" ROD AND CAP
FOUND 1/2" IRON ROD
CALCULATED CORNER POSITION
FOUND CUT CROSS IN CONC.
SUBDIVISION BOUNDARY LINE
LOT LINE TO BE ELIMINATED
EXISTING EASEMENT LINE
BUILDING SETBACK LINE
EXTERNAL PROPERTY LINE
RIGHT-OF-WAY LINE
CENTERLINE
EASEMENT TO BE RELEASED

REFERENCES

DOC. #2022-05452 (MAIN REFERENCE)
DOC. #2022-05453 (MAIN REFERENCE)
DOC. #2023-06781 (ADJOINER)
BOOK #1031, PAGE #719 (ADJOINER)
DOC. #2013-02740
(WOODLAND PLACE SUBD. NUMBER 10)
PLAT BOOK #16, PAGE #12
(WOODLAND PLACE SUBD. NUMBER 2)
AERIAL PHOTOGRAPHS

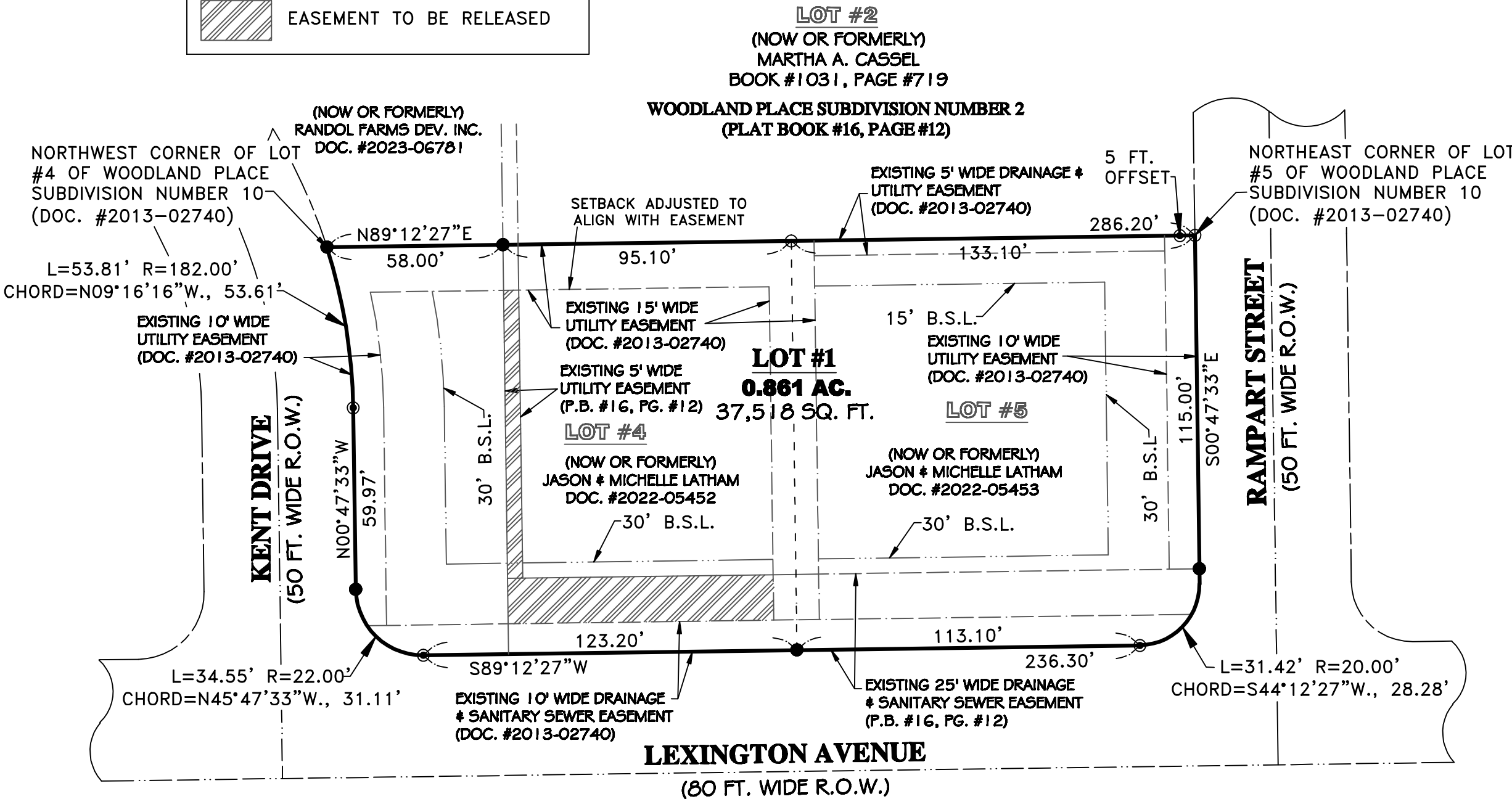
FOR: JASON LATHAM
CAPE GIRARDEAU, MISSOURI

MAIN REFERENCE SOURCES ARE: JASON AND MICHELLE LATHAM, LOCATED IN DOCUMENT #2022-05452, AND JASON AND MICHELLE LATHAM, LOCATED IN DOCUMENT #2022-05453, BOTH OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

PREPARED BY RICHARDS LAND SURVEYING, 1813 GREENBRIER DRIVE, CAPE GIRARDEAU, MISSOURI, 63701. PHONE: 573-339-7473

SUBJECT PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE OF THE 0.20% ANNUAL FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29031C0254E, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 29TH, 2011.

NOTE:
AN EXCEPTION IS HEREBY GRANTED AS PART OF THIS PLAT APPROVAL TO ALLOW LOT #1, A DOUBLE FRONTAGE LOT, TO HAVE DRIVEWAY ACCESS TO BOTH RAMPART STREET AND KENT DRIVE.



ZONING AND LOT INFORMATION

ZONING: R-1, SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

MAXIMUM HEIGHT = TWO AND ONE HALF (2 1/2) STORIES, NOT TO EXCEED THIRTY-FIVE (35) FEET
MINIMUM LOT AREA = TEN THOUSAND (10,000) SQUARE FEET
MAXIMUM DENSITY = FOUR (4) UNITS PER ONE (1) ACRE
MINIMUM LOT WIDTH = EIGHTY (80) FEET
MINIMUM BUILDING SETBACKS:
FRONT YARD = THIRTY (30) FEET
SIDE YARD = SIX (6) FEET (UNLESS OTHERWISE NOTED)
REAR YARD = TWENTY-FIVE (25) FEET

NUMBER OF LOTS: ONE (1)
TOTAL AREA: 37,518 SQ. FT. (0.861 AC.)

This is to certify that I, a Missouri Land Surveyor, have surveyed the property described in the above caption as shown by the annexed Plat, which Survey is true and correct and was executed to the best of my ability, in conformance with the current Minimum Standards for Property Boundary Surveys in the State of Missouri. Given under my hand and seal at Cape Girardeau, Missouri this 6th day of March, A.D. 2024.

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU )

KELLY K. SNELL, MO. P.L.S. #2017017647

FILED FOR RECORD THIS DAY OF , 2024, A.D. IN THE OFFICE OF THE RECORDER OF DEEDS IN CAPE GIRARDEAU COUNTY AT JACKSON, MISSOURI. DOCUMENT NO. .

ANDREW DAVID BLATTNER, RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MISSOURI

RICHARDS LAND SURVEYING
1813 GREENBRIER DR., CAPE GIRARDEAU, MISSOURI
PHONE & FAX: (573) 339-7473

Table with 4 columns: REV, DESCRIPTION, BY, DATE. Includes project information: JOB NAME: JASON LATHAM, LOCATION: CAPE GIRARDEAU, MISSOURI, PROJECT NUMBER, DATE: 3-06-2024, SHEET 1 OF 1, DRAWN BY: KKS, CHECKED BY: SNS, SCALE: 1" = 40', DESCRIPTION: RECORD PLAT LATHAM'S FIRST SUBDIVISION.

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-083**

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**SUBJECT**

An Ordinance approving the record plat of Seyer Enterprises Subdivision.

**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for a three-lot light manufacturing/industrial subdivision at 2020 and 2080 Rusmar Street.

**BACKGROUND/DISCUSSION**

A record plat has been submitted for Seyer Enterprises Subdivision, located at 2020 and 2080 Rusmar Street, which is zoned M-1 (Light Manufacturing/Industrial). The plat subdivides a lot to create three new lots.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the record plat.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its April 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">❏ RP_Seyer_Enterprises_Subdivision.doc</a>	Ordinance
<a href="#">❏ Staff_Review-Referral-Action_Form.pdf</a>	Seyer Enterprises Subdivision - Staff RRA Form
<a href="#">❏ Map_-_Seyer_Enterprises_Subdivision.pdf</a>	Seyer Enterprises Subdivision - Map
<a href="#">❏ Application_-_Seyer_Enterprises_Subdivision.pdf</a>	Seyer Enterprises Subdivision - Application
<a href="#">❏ s24027_record_plat_final.pdf</a>	Seyer Enterprises Subdivision - Record Plat

BILL NO. 24-52

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE APPROVING THE RECORD PLAT OF  
SEYER ENTERPRISES SUBDIVISION

---

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI, AS FOLLOWS:

ARTICLE 1. The record plat of Seyer Enterprises Subdivision, being a part of Outlot No. 54, United States Private Survey No. 2199, Township 30 North, Range 13 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, submitted by Seyer Enterprises, LLC, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 19th day of April, 2024, is hereby approved.

ARTICLE 2. The City Clerk is hereby directed to sign the record plat with the date of Council approval and affix thereto the seal of the City of Cape Girardeau, Missouri.

ARTICLE 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



**CITY OF CAPE GIRARDEAU, MISSOURI**  
City Staff Review, Referral and Action - Subdivision Application

FILE: **Seyer Enterprises Subdivision**

LOCATION: 2020 Rusmar Street

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted to subdivide a lot to create three (3) new lots. SEE STAFF REPORT FOR MORE DETAILS.

B. S. S.  
City Planner

3/28/24  
Date

C. M. P.  
City Attorney

3/28/24  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

[Signature]  
City Manager

3/29/24  
Date

***Planning & Zoning Commission***

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VOTE COUNT:** 7 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]

Chris Martin  
Planning & Zoning Commission Secretary

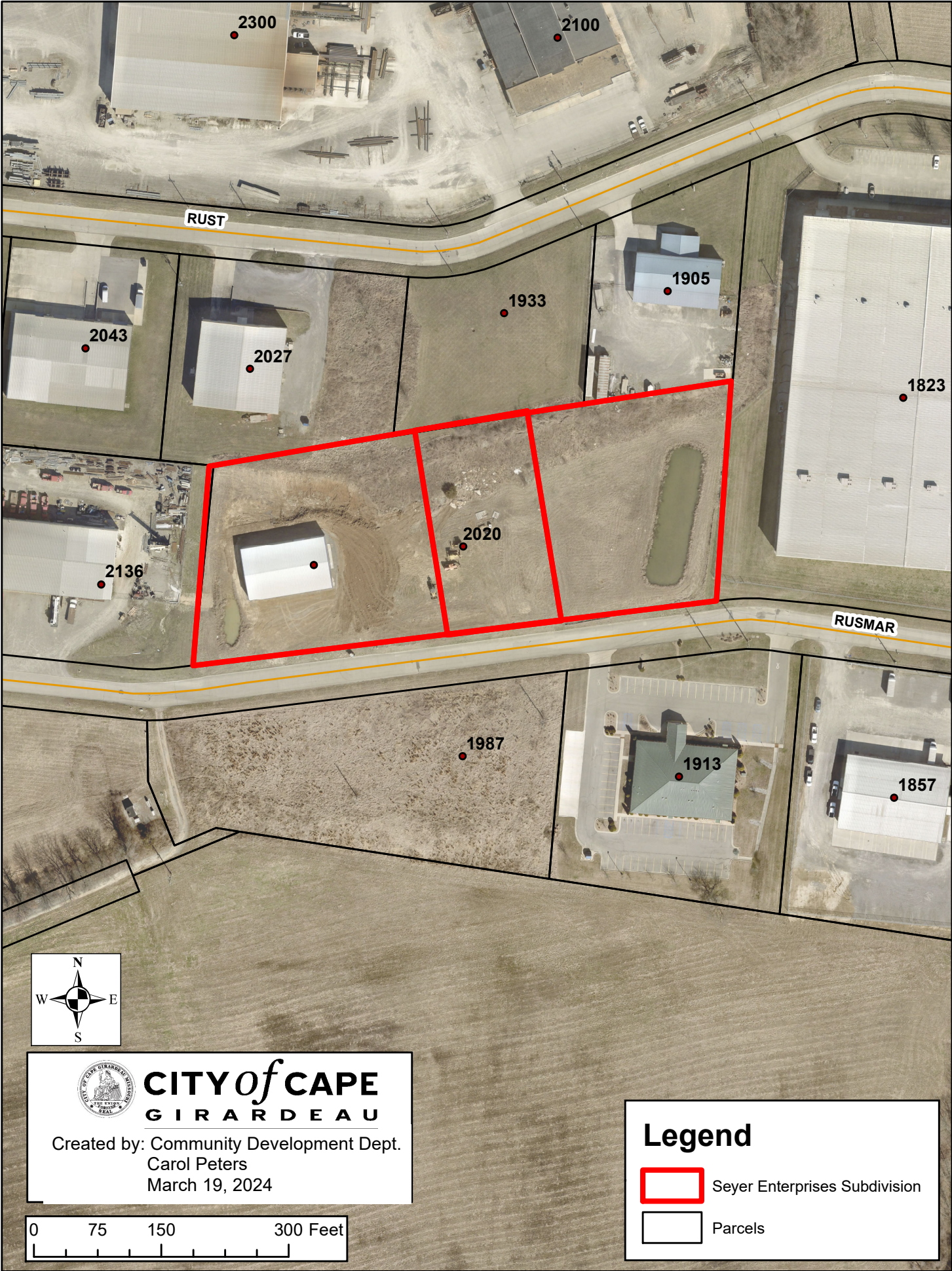
***City Council Action***

Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

ORDINANCE # \_\_\_\_\_

Effective Date: \_\_\_\_\_

# Seyer Enterprises Subdivision





SUBDIVISION PLAT APPLICATION  
**CITY of CAPE GIRARDEAU**

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

<b>Name of Subdivision</b> SEYER ENTERPRISES SUBDIVISION		<b>Type of Plat</b> <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
<b>Applicant</b> Matthew J. Seyer		<b>Property Owner of Record</b> <input type="checkbox"/> Same as Applicant	
<b>Mailing Address</b> 2334 Rusmar Street	<b>City, State, Zip</b> Cape Girardeau, MO 63703	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b>	<b>Email</b>	<b>Telephone</b>	<b>Email</b>
<b>Contact Person (if Applicant is a Business or Organization)</b> Matthew J. Seyer		<i>(Attach additional owners information, if necessary)</i>	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> Bowen Engineering & Surveying		<b>Developer (if other than Applicant)</b>	
<b>Mailing Address</b> 2121 Megan Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b> 573-339-5900	<b>Email</b> chrisbowen@bowenengsurv.com	<b>Telephone</b>	<b>Email</b>

**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.

In addition to this completed application form, the following items must be submitted:

- ☒ Review Fee (payable to City of Cape Girardeau)  
\$21.00 per lot (**\$210.00 minimum**)
- ☒ Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

*(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)*
- ☒ One (1) full size print of the plat
- ☒ Digital file of the plat in .pdf format (can be emailed to [cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org))
- ☐ Completed minimum requirements checklist

**CERTIFICATION**

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

 **CHRIS KELLEY**  
Applicant Signature and Printed Name

**March 13, 2024**

Date

**OFFICE USE ONLY**

Date Received & By 3-13-24 File # \_\_\_\_\_ MUNIS Application # 15089 MUNIS Permit # \_\_\_\_\_  
Review Fee Received \$ 210 Recording Fee Received \$ 71 ☒ Check # 31048 ☐ Credit Card ☐ Cash  
Preliminary and Record Plats:  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

# City of Cape Girardeau

## Subdivision Plat Requirements

### (Record Plats)

#### **MINIMUM REQUIREMENTS FOR RECORD PLATS – COMPLETE CHECKLIST AND SUBMIT WITH APPLICATION**

(First column of check boxes is for professional engineer/surveyor; second column is for City staff)

NAME OF SUBDIVISION: **SEYER ENTERPRISES SUBDIVISION**

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet size - 18" x 24", 24" x 24", or 24" x 36"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | White background with black text and graphics; greyscale allowed; no other colors   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Border - rectangular, solid line(s)   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheet number, if plat consists of more than one sheet   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or include "RESUBDIVISION"   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI"                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | North arrow with basis of bearings  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Graphic scale - 1:100 or less; must be a multiple of 10   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Curve table and/or line table, if necessary - include unit symbols for distances/lengths  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Section/township/range lines accurately drawn and labeled   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Adjacent parcel lines accurately drawn  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subdivision boundary and each lot checked for closure   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Each proposed lot labeled with lot number and area expressed in square feet and acres   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, drainage, access, etc.); include Book and Page or Document Number, if recorded   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All building setback lines within the subdivision boundary labeled; include depth   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Notes:  |
|                                     | <input type="checkbox"/> | • Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)  |
|                                     | <input type="checkbox"/> | • Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)  |

## **MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)**

- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT \_\_", "A REDUCED LOT WIDTH FOR LOT \_\_", or "A REDUCED \_\_\_\_ YARD SETBACK ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
  - Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_" or "A REDUCED UTILITY EASEMENT WIDTH ALONG THE \_\_\_\_ LOT LINE OF LOT \_\_", as applicable
  - Floodplain - begin with "A PORTION OF THE PROPERTY FALLS WITHIN" or "NO PORTION OF THE PROPERTY FALLS WITHIN", as applicable; if referencing a zone designation, state what that designation means
- ☒ ☐ List each record owner name and Book and Page or Document Number for deed, name and address of party for whom the plat was prepared, name and address of consultant that performed the survey and prepared the plat
- ☒ ☐ Subdivision Dedication:
- Begin with "THE UNDERSIGNED," followed by the owner name(s) as stated in the current deed(s); include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable; followed by "OWNER OF" or "OWNERS OF" and a description matching the description beneath the plat title, followed by "CONTAINING \_\_\_\_ SQUARE FEET (\_\_\_\_ ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:"; followed by a legal description of the total subdivision area; followed by "HEREBY SUBDIVIDE" or "HEREBY SUBDIVIDES"; followed by "SAID TRACT INTO \_\_\_\_ AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED \_\_\_\_."
  - New right-of-way and/or easements - use standard language
- ☒ ☐ Legal description checked against drawing for congruence
- ☒ ☐ Owner signature line(s) with notary block(s) - include title after signatory name if owner is not an individual; include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable
- ☒ ☐ If plat shows existing public easement(s) to be released – use standard block for City Manager's release
- ☒ ☐ City Clerk's certificate - use standard block for record plats
- ☒ ☐ County Recorder of Deeds' certificate - use standard block
- ☒ ☐ Surveyor's certificate

SURVEY NOTES:

This Survey Creates A New 3 Lot Subdivision From The Parent Tract Recorded In Document 2018 - 10858.

Measured Dimensions Shown Without Parentheses  
Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East  
CORS Station MOJK Of The MoDOT GPS RTK Network

Latitude	37° 24' 44.5840"	North
Longitude	89° 39' 00.22115"	West
Ellipsoid Height	384.012	U.S. Survey Feet
Northing	575,957.276	U.S. Survey Feet
Easting	1,067,059.319	U.S. Survey Feet
Elevation	476.96	U.S. Survey Feet

As Published On National Geodetic Data Sheets,  
Retrieval Date December 28, 2023 And Converted  
From Meters To U.S. Survey Feet.

Survey Class - Urban

ZONING AND LOT INFORMATION

Zoning: M-1, Light Manufacturing / Industrial  
Maximum Height: 40 feet excluding silos, smokestacks, and dust collection systems.  
Minimum Lot Area: None.  
Minimum Lot Width: None.  
Minimum Yard Requirements:  
Front Yard - Twenty Five (25) Feet  
Rear Yard - Twenty-Five (25) Feet  
Side Yard - None, except on a lot abutting a residential district there shall be a side yard of not less than ten feet on the side of the lot abutting the residential district.

Number Of Lots = 3  
Lot Sizes:  
Lot 1 - 1.44 Acres (62,881 sq. ft.)  
Lot 2 - 0.74 Acres (32,361 sq. ft.)  
Lot 3 - 1.21 Acres (52,600 sq. ft.)  
Total Area of Subdivision - 3.39 Acres (147,842 Sq. Ft.)

FLOOD ZONE NOTE

By Graphic Plotting Only, This Property Is in Zone X, An Area Outside The 100 Year Flood Zone as Delineated On The Flood Insurance Rate Map, Community Panel Number 29031C0266E, Which Bears an Effective Date Of September 29, 2011.

General Warranty Deed, Book No. 844 - Page No. 267  
General Warranty Deed, Document 2017 - 10229  
General Warranty Deed, Document 2022 - 09747  
General Warranty Deed, Document 2023 - 05929  
General Warranty Deed, Document 2013 - 15852  
General Warranty Deed, Document 2018 - 10858

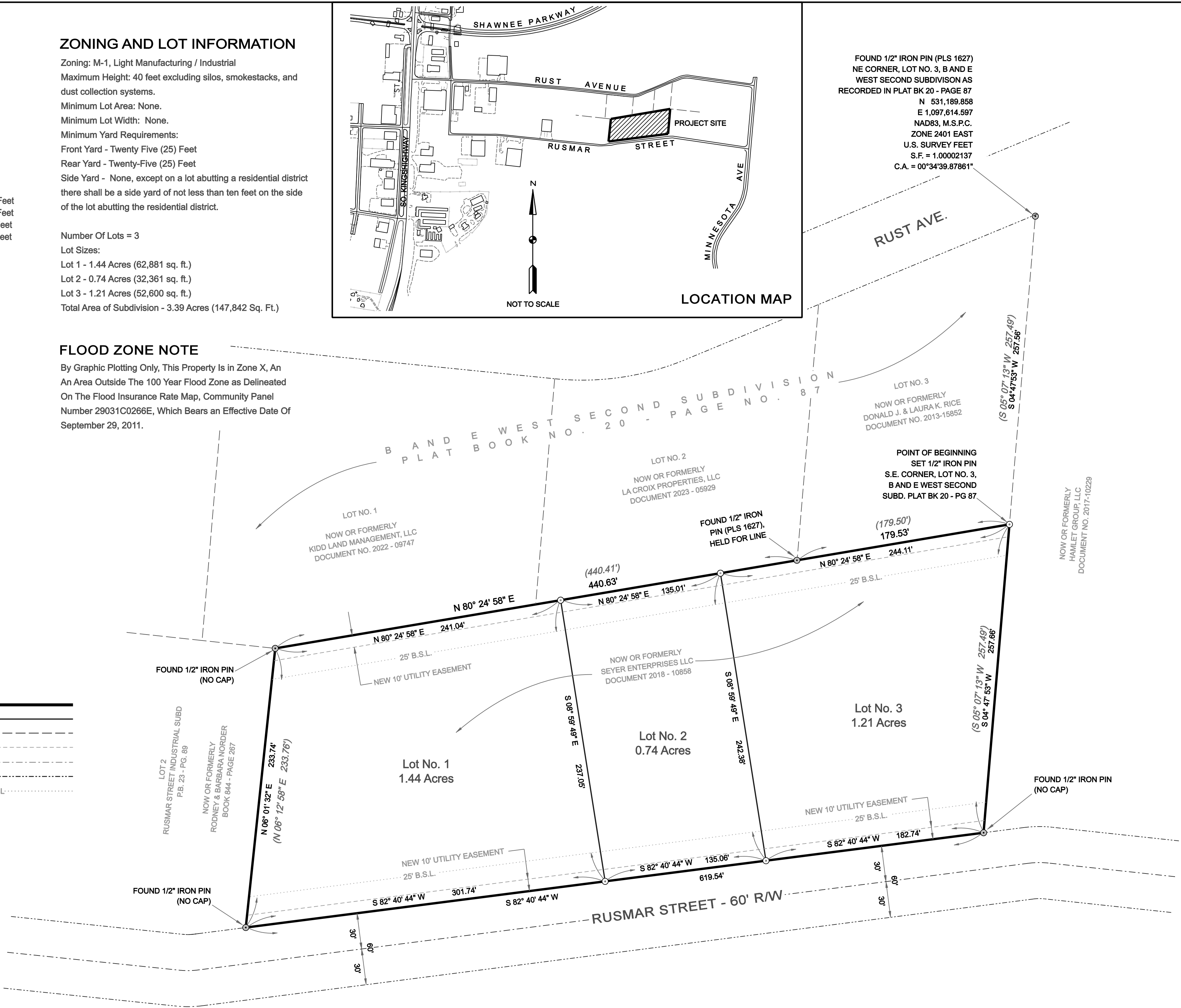
Online Mapping Records For Cape Girardeau, County,  
<https://maps.camavision.com/capegirardeaumo>

SURVEY MONUMENT NOTES:

- ⊙ - FOUND 1/2" IRON PIN (AS NOTED)
- ⊙ - SET 1/2" IRON PIN

LEGEND

SUBDIVISION BOUNDARY LINE	—————
NEW LOT LINE	=====
ADJOINER PROPERTY LINE	- - - - -
NEW UTILITY EASEMENT LINE	- . . . .
CENTERLINE	- - - - -
RIGHT OF WAY LINE	- - - - -
BUILDING SETBACK LINE	..... 25' B.S.L. ....



RECORD PLAT

SEYER ENTERPRISES SUBDIVISION

A Part of OutLot No. 54, United States Private Survey No. 2199, Township 30 North, Range 13  
East of The Fifth Principal Meridian, City and County of Cape Girardeau, State Of Missouri

SUBDIVISION DEDICATION

The Undersigned, Seyer Enterprises, LLC, a Missouri Limited Liability Company, Owner of a Part of OutLot No. 54, United States Private Survey No. 2199, Township 30 North, Range 13 East of The Fifth Principal Meridian, City and County of Cape Girardeau, State Of Missouri Being More Particularly Described as Follows:

Beginning at a 1/2" iron pin (set) at the Southeast corner of Lot No. 3, B and E West Second Subdivision as recorded in Plat Book No. 20 at Page No. 87 of the land records of the County Recorder's Office, said point also being on the west line of a tract of land recorded in Document No. 2017-10229; Thence S 04° 47' 53" W, 257.66 feet along said west line to a 1/2" Iron Pin (found) on the north right of way line of Rusmar Street; thence S 82° 40' 44" W, 619.54 feet along said North right of way line to a 1/2" Iron Pin (found) at the Southeast corner of a tract of land recorded in Book No. 844 at Page No. 267; thence N 06° 01' 32" E, 233.74 feet along the East line of said tract to a 1/2" Iron Pin (found) on the South line of the aforesaid B and E West Second Subdivision; thence N 80° 24' 58" E, 620.16 feet along the South line of said subdivision to the point of beginning, containing 3.39 acres, more or less.

Hereby declare that we have caused said land to be subdivided into lots as shown hereon, which is a true and correct representation of said subdivision, which is hereby named Seyer Enterprises Subdivision. The new utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri, in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and expansion of City water and sewer systems, and as may be authorized by said City to be used by a public or private utility provider for purposes related to the installation, maintenance, repair, replacement, and expansion of such utility systems.

Matthew J. Seyer, Member, Seyer Enterprises, LLC

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) ss

Before Me, a Notary Public for Said State and County, Personally Appeared Matthew J. Seyer, Member, Seyer Enterprises, LLC, a Missouri Limited Liability Company, Known to Me to Be the Person Described Herein, Who Acknowledged That He Executed the Foregoing Instrument as the Free Act and Deed of said Limited Liability Company.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official  
Seal This \_\_\_\_\_ Day Of \_\_\_\_\_, 2024, A.D.

Notary Public My Term Expires

I, \_\_\_\_\_, City Clerk of The City of Cape Girardeau, Missouri,  
Hereby Certify That This Plat Was Approved By The City Council of The City of Cape Girardeau, Missouri By Ordinance No. \_\_\_\_\_ Passed and Approved,  
This \_\_\_\_\_ Day Of \_\_\_\_\_, 2024, A.D.

City Clerk of the City of Cape Girardeau, Missouri

SURVEYOR'S CERTIFICATION

This Is to Certify That at The Request of Matt Seyer, The Tract Shown Hereon as Surveyed Under My Direct Supervision, And the Results of Said Survey Are Represented Correctly On This Plat. Said Survey Was Executed In Accordance With The Current Minimum Standards for Property Boundary Surveys Of The Missouri Department of Agriculture, Division of Weights And Measures. There May Exist Other Documents That Could Affect This Parcel, Of Which an Accurate and Current Title Search May Disclose. In Witness Whereof, I Hereunto Set My Seal and Signature

This \_\_\_\_\_ Day Of \_\_\_\_\_, 2024 A.D.

R. Christopher Bowen Mo. P.L.S. #2232

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) ss

Filed For Record This \_\_\_\_\_ Day Of \_\_\_\_\_, 2024 A.D.  
And Duly Recorded in Document No. \_\_\_\_\_

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

SEYER ENTERPRISES LLC  
2334 RUSMAR STREET  
CAPE GIRARDEAU, MO. 63701

DESCRIPTION	DATE

Copyright © 2023 by  
Bowen Engineering & Surveying, P.C.

JOB NO.	S24-027
DATE	APRIL 12, 2024
FILE	S24027.DGN
CAICE	S24027.ZIP
DWN BY	RCB
CKD BY	CCK
SCALE	1" = 50'

RECORD  
PLAT

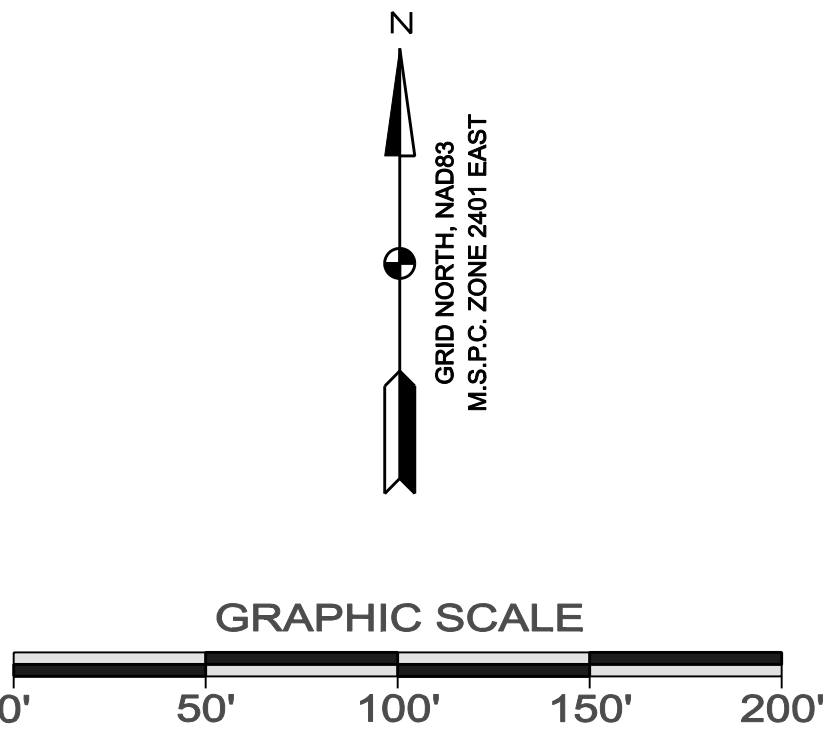
SHEET NO.

1 of 1

2121 Megan Drive  
Cape Girardeau, MO 63701  
Phone: 573.339.5200  
Fax: 573.339.1391  
www.boweneng.com

**Bowen**  
ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories  
Bowen Engineering & Surveying, P.C.  
Engineering Corporation - Missouri State Certificate of Authority #000383  
Land Surveying Corporation - Missouri State Certificate of Authority #000166



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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-084**

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**SUBJECT**

An Ordinance authorizing the issuance of Special Tax Bills for various properties for the demolition of dangerous buildings and for the abatement of nuisances, located in the City and County of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached ordinance authorizes the issuance of special tax bills to recover costs incurred by the City in demolishing condemned buildings and abating nuisances at 807 Maple Street, 423 South Frederick Street, and 1114 Bloomfield Street.

**BACKGROUND/DISCUSSION**

Certain buildings at 807 Maple Street, 423 South Frederick Street, and 1114 Bloomfield Street were condemned under Chapter 7 of the City's Code of Ordinances. The City mailed a notice to each owner, ordering them to repair or demolish their respective buildings within 30 days. In addition, a sign was posted on each building giving notice of the condemnation. After the owners of the buildings failed to respond by their respective deadlines, the City held hearings and the Building Supervisor issued orders to repair or demolish each of the buildings by a certain deadline. The owners again failed to respond by their respective deadlines. As provided for in Chapter 7, the City hired a contractor to demolish the buildings. Prior to hiring the contractor, the City procured asbestos survey/testing reports for each of the buildings. In addition, the City incurred costs in abating nuisances on these properties. Pursuant to orders issued by the Building Supervisor, special tax bills have been prepared to recover these costs and related administrative costs. The special tax bills, along with the orders and invoices, are attached.

**FINANCIAL IMPACT**

Each special tax bill will bear an interest rate of eight percent (8%) annually on the outstanding balance until it is paid.

**STAFF RECOMMENDATION**

Staff recommends approval of the ordinance authorizing the issuance of the special tax bills.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Ord_Special_Tax_Bills_S_Frederick_Maple_St_Bloomfield.doc</a>	Ordinance
<a href="#">Tax_Bill_Demolition_423_S_Frederick_St.doc</a>	Tax Bill - 423 South Frederick Street
<a href="#">Tax_Bill_Demolition_Nuisance_807_Maple_Street.doc</a>	Tax Bill - 807 Maple Street
<a href="#">Tax_Bill_Demolition_Nuisance_1114_Bloomfield.doc</a>	Tax Bill - 1114 Bloomfield Street
<a href="#">Order_Causing_Tax_Bills_to_be_Issued_-_Signed.pdf</a>	Special Tax Bill Order & Invoices - 807 Maple Street
<a href="#">Order_Causing_Tax_Bills_to_be_Issued_-_Signed.pdf</a>	Special Tax Bill Order & Invoices - 423 South Frederick Street



BILL NO. 24-53

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL TAX BILLS FOR VARIOUS PROPERTIES FOR THE DEMOLITION OF DANGEROUS BUILDINGS AND FOR THE ABATEMENT OF NUISANCES, LOCATED IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI

---

WHEREAS, the Building Supervisor of the City of Cape Girardeau, Missouri, issued Orders causing certain dangerous buildings to be demolished; and

WHEREAS, the City of Cape Girardeau did cause said buildings to be demolished in accordance with the Orders, thereby incurring certain expenses; and

WHEREAS, the City of Cape Girardeau also incurred certain expenses in abating nuisances on properties containing said dangerous buildings; and

WHEREAS, the Building Supervisor authorized the issuance of Special Tax Bills for said expenses; and

WHEREAS, Chapters 7 and 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri, authorize the issuance of Special Tax Bills to recover said expenses.

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

ARTICLE 1. There is hereby levied, and the City Clerk is hereby authorized and ordered to place on file, the following Special Tax Bills issued in accordance with the Order of the Building Supervisor which shall be liens against the following-described properties in accordance with law, in the following amounts, until paid or collected by the City of Cape Girardeau, Missouri:

423 South Frederick Street - \$12,863.95

All of the South 1/2 of Lot Forty-nine (49) in Range "I" in the City and County of Cape Girardeau, Missouri, fronting 45-3/4 feet on South Frederick Street and running back uniform width of 45-3/4 feet to an alley 180 feet.

807 Maple Street - \$20,335.34

The East one-third of Lots Twelve (12), Thirteen (13), and Fourteen (14), in Block Seven (7) of Giboney Houck's Third Subdivision, in the City and County of Cape Girardeau, as

recorded in Plat Book 2 at Page 51, Office of the Recorder of Deeds, Cape Girardeau County, Jackson, Missouri.

1114 Bloomfield Street - \$12,187.09

Lot Seven (7) Block Thirty (30) of West End Place Addition to the City of Cape Girardeau, Missouri as shown on plat filed for record in Plat Book 2 at Page 8 of the land records of said County.

ARTICLE 2. Said Special Tax Bills shall bear an interest rate of eight per cent (8%) per annum.

ARTICLE 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 4. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk



No. 318-0001

Amount \$12,863.95

**SPECIAL TAX BILL FOR  
DEMOLITION OF A DANGEROUS BUILDING**

To the City of Cape Girardeau, Missouri:

For work done and costs and expenses incurred in abating a nuisance by demolition of a dangerous building under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and chargeable against:

**Rose Campbell  
715 Ranney Avenue  
Cape Girardeau, MO 63703**

for the following property:

**423 South Frederick Street, Cape Girardeau, MO**

**All of the South 1/2 of Lot Forty-nine (49) in Range "I" in the City and County of Cape Girardeau, Missouri, fronting 45-3/4 feet on South Frederick Street and running back uniform width of 45-3/4 feet to an alley 180 feet.**

**Parcel No. 211110017007000000**

in the City of Cape Girardeau, Missouri; said building has been demolished in accordance with the Order of the Building Supervisor dated April 26, 2022, and the cost incurred for said demolition, including the procurement of an asbestos inspection report, was Twelve Thousand, Eight Hundred Sixty-three Dollars and Ninety-five Cents (\$12,863.95).

I, Gayle L. Conrad, City Clerk of the City of Cape Girardeau, Missouri, do hereby certify that said demolition work was done as reported to the City Building Supervisor under the provisions of Chapter 7-353(6), said report dated March 27, 2024.

I also certify that the costs and expenses incurred by the City for said demolition work were Twelve Thousand, Eight Hundred Sixty-three Dollars and Ninety-five Cents (\$12,863.95) which amount the City Council has ordered assessed as a special tax against the following described property, to-wit:

**423 South Frederick Street, Cape Girardeau, MO**

All of the South 1/2 of Lot Forty-nine (49) in Range "I" in the City and County of Cape Girardeau, Missouri, fronting 45-3/4 feet on South Frederick Street and running back uniform width of 45-3/4 feet to an alley 180 feet.

Parcel No. 211110017007000000

the same being the sum fixed as costs by the report of the Building Supervisor.

This Special Tax Bill bears interest at the rate of eight per cent (8%) per annum from sixty (60) days after its date and is a special lien against the land herein described. The lien hereof shall continue ten (10) years after the date of issue, unless sooner paid, and in the event suit is brought to enforce such lien, then until the expiration of such litigation.

Issued by authority of Ordinance No. \_\_\_\_\_ passed and approved May 20, 2024.

IN WITNESS WHEREOF, as City Clerk of the City of Cape Girardeau, Missouri, I have hereunto set my hand under the corporate seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Gayle L. Conrad, City Clerk

[S E A L]

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared Gayle L. Conrad, to me personally known, who, being by me duly sworn, did say that she is the City Clerk of the City of Cape Girardeau, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal,  
at my office in Cape Girardeau, Missouri, the day and year first  
above written.

Notary Public

My commission expires:

---

No. 318-0002

Amount \$20,335.34

**SPECIAL TAX BILL FOR  
DEMOLITION OF A DANGEROUS BUILDING  
AND ABATEMENT OF A NUISANCE**

To the City of Cape Girardeau, Missouri:

For work done and costs and expenses incurred in abating a nuisance by demolition of a dangerous building under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and chargeable against:

**Charles P. Ressler & McGraddier Robinson  
233 Omaka Springs  
Cape Girardeau, MO 63701**

for the following property:

**807 Maple Street, Cape Girardeau, MO**

**The East one-third of Lots Twelve (12), Thirteen (13), and Fourteen (14), in Block Seven (7) of Giboney Houck's Third Subdivision, in the City and County of Cape Girardeau, as recorded in Plat Book 2 at Page 51, Office of the Recorder of Deeds, Cape Girardeau County, Jackson, Missouri.**

**Parcel No. 211100036011000000**

in the City of Cape Girardeau, Missouri; said building has been demolished in accordance with the Order of the Building Supervisor dated March 15, 2022, and the cost incurred for said demolition, including the procurement of an asbestos inspection report, was Fifteen Thousand, Two Hundred Fifteen Dollars and Sixty-five Cents (\$15,215.65).

For work done and costs and expenses incurred in abating a nuisance under the provisions of Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri, said property has been cleared in accordance with the Order of the Nuisance Abatement Officer, and the cost incurred for said abatement was Four Thousand, Nine Hundred Sixty-nine Dollars and Sixty-nine Cents (\$4,969.69), plus administrative costs totaling One Hundred Fifty Dollars (\$150.00).

I, Gayle L. Conrad, City Clerk of the City of Cape Girardeau, Missouri, do hereby certify that said demolition work was done as reported to the City Building Supervisor under the provisions of Chapter 7-353(6), said report dated March 27, 2024, and that the nuisance under said Chapter 13 was abated in accordance with the Order of the Nuisance Abatement Officer.

I also certify that the costs and expenses incurred by the City for said demolition work and nuisance abatement were Twenty Thousand, Three Hundred Thirty-five Dollars and Thirty-four Cents (\$20,335.34) which amount the City Council has ordered assessed as a special tax against the following-described property, to-wit:

807 Maple Street, Cape Girardeau, MO

The East one-third of Lots Twelve (12), Thirteen (13), and Fourteen (14), in Block Seven (7) of Giboney Houck's Third Subdivision, in the City and County of Cape Girardeau, as recorded in Plat Book 2 at Page 51, Office of the Recorder of Deeds, Cape Girardeau County, Jackson, Missouri.

Parcel No. 211100036011000000

the same being the sum fixed as costs by the report of the Building Supervisor.

This Special Tax Bill bears interest at the rate of eight per cent (8%) per annum from sixty (60) days after its date and is a special lien against the land herein described. The lien hereof shall continue ten (10) years after the date of issue, unless sooner paid, and in the event suit is brought to enforce such lien, then until the expiration of such litigation.

Issued by authority of Ordinance No. \_\_\_\_\_ passed and approved May 20, 2024.

IN WITNESS WHEREOF, as City Clerk of the City of Cape Girardeau, Missouri, I have hereunto set my hand under the corporate seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Gayle L. Conrad, City Clerk

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal,  
at my office in Cape Girardeau, Missouri, the day and year first  
above written.

My commission expires:

No. 318-0003

Amount \$12,187.09

**SPECIAL TAX BILL FOR  
DEMOLITION OF A DANGEROUS BUILDING  
AND ABATEMENT OF A NUISANCE**

To the City of Cape Girardeau, Missouri:

For work done and costs and expenses incurred in abating a nuisance by demolition of a dangerous building under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and chargeable against:

**Scottie S. Thomas & Carolyn A. Thomas  
1501 Jane Drive  
Cape Girardeau, MO 63701**

for the following property:

**1114 Bloomfield Street, Cape Girardeau, MO**

**Lot Seven (7) Block Thirty (30) of West End Place Addition to the City of Cape Girardeau, Missouri as shown on plat filed for record in Plat Book 2 at Page 8 of the land records of said County.**

**Parcel No. 211100007013000000**

in the City of Cape Girardeau, Missouri; said building has been demolished in accordance with the Order of the Building Supervisor dated July 25, 2022, and the cost incurred for said demolition, including the procurement of an asbestos inspection report, was Eleven Thousand, Five Hundred Seventeen Dollars and Twenty-five Cents (\$11,517.25).

For work done and costs and expenses incurred in abating a nuisance under the provisions of Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri, said property has been cleared in accordance with the Order of the Nuisance Abatement Officer, and the cost incurred for said abatement was Five Hundred Nineteen Dollars and Eighty-four Cents (\$519.84), plus administrative costs totaling One Hundred Fifty Dollars (\$150.00).

I, Gayle L. Conrad, City Clerk of the City of Cape Girardeau, Missouri, do hereby certify that said demolition work was done as reported to the City Building Supervisor under the provisions of Chapter 7-353(6), said report dated March 27, 2024, and that the nuisance under said Chapter 13 was abated in accordance with the Order of the Nuisance Abatement Officer.

I also certify that the costs and expenses incurred by the City for said demolition work and nuisance abatement were Twelve Thousand, One Hundred Eighty-seven Dollars and Nine Cents (\$12,187.09) which amount the City Council has ordered assessed as a special tax against the following-described property, to-wit:

1114 Bloomfield Street, Cape Girardeau, MO

Lot Seven (7) Block Thirty (30) of West End Place Addition to the City of Cape Girardeau, Missouri as shown on plat filed for record in Plat Book 2 at Page 8 of the land records of said County.

Parcel No. 211100007013000000

the same being the sum fixed as costs by the report of the Building Supervisor.

This Special Tax Bill bears interest at the rate of eight per cent (8%) per annum from sixty (60) days after its date and is a special lien against the land herein described. The lien hereof shall continue ten (10) years after the date of issue, unless sooner paid, and in the event suit is brought to enforce such lien, then until the expiration of such litigation.

Issued by authority of Ordinance No. \_\_\_\_\_ passed and approved May 20, 2024.

IN WITNESS WHEREOF, as City Clerk of the City of Cape Girardeau, Missouri, I have hereunto set my hand under the corporate seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Gayle L. Conrad, City Clerk

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal,  
at my office in Cape Girardeau, Missouri, the day and year first  
above written.

My commission expires:

**ORDER OF BUILDING SUPERVISOR**  
**CAUSING TAX BILLS TO BE ISSUED AGAINST PROPERTY**

COMES now the Building Supervisor of the City of Cape Girardeau, Missouri, this 27<sup>th</sup> day of March, 2024, and hereby finds the following:

1. That the building on the property described as follows:

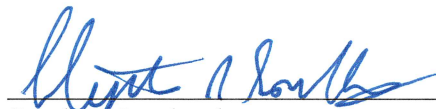
807 Maple Street, Cape Girardeau, MO

The East one-third of Lots Twelve (12), Thirteen (13), and Fourteen (14), in Block Seven (7) of Giboney Houck's Third Subdivision, in the City and County of Cape Girardeau, as recorded in Plat Book 2 at Page 51, Office of the Recorder of Deeds, Cape Girardeau County, Jackson, Missouri.

has been demolished in accordance with the Order of the Building Supervisor dated the 15<sup>th</sup> day of March, 2022.

2. That the costs incurred in the asbestos survey/testing and demolition of this building were fifteen thousand two hundred fifteen dollars and sixty-five cents (\$15,215.65), a true and accurate copy of which are attached hereto and marked "Exhibit A".

WHEREFORE, the Building Supervisor enters an order directing the City Clerk of the City of Cape Girardeau, Missouri, to issue tax bills against the property heretofore described for the cost of said asbestos survey/testing and demolition plus outstanding nuisance charges in the amount of four thousand nine hundred sixty-nine dollars and sixty-nine cents (\$4,969.69), and administrative costs in the amount of one hundred fifty dollars (\$150.00) for a total tax bill in the amount of twenty thousand three hundred thirty-five dollars and thirty-four cents (\$20,335.34).



Stephen Southard  
Building Supervisor



**EXHIBIT A**

*Steve's Hauling & Excavating*  
*789 County Road 416*  
*Oak Ridge , MO 63769*  
*573-579-6612*

<b>BILL TO:</b>
City of Cape Girardeau 44 north lorimier Cape Girardeau MO

<b>DATE</b>
3/27/24

PO# 241191

Date	DESCRIPTION	Tons	Total
	Demolition		
	807 Maple st		\$13,800.00
	1114 bloomfield st		\$8,600.00
	423 south frederick st		\$11,400.00
	Thank You for your business	<b>Total Due</b>	33,800.00



**Environmental  
Operations, Inc.**  
CLEARING THE WAY

**Exhibit A**

**MOBILE**  
42661

Client: The City of Cape Girardeau MO  
44 N. Lorimier St.  
Cape Girardeau, MO 63701

Job Name: IHS-Cape Girardeau  
Various – see below  
Cape Girardeau, MO 63703

ACCOUNT NO	PO NUMBER	REFERENCE	EOI JOB NUMBER	INVOICE DATE
------------	-----------	-----------	----------------	--------------

PAGE
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CAPEGIRA 7/8/2023 23514 6/30/2023

1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	804 S. Ellis Street, Cape Girardeau MO	\$1,463.95	\$1,463.95
1	423 S. Frederick Street, Cape Girardeau MO	\$1,463.95	\$1,463.95
1	807 Maple Street, Cape Girardeau MO	\$1,415.65	\$1,415.65

**Break down per structure:**

840 S. Ellis St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 39 samples @ \$8.05 / sample

423 S. Frederick St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 39 samples @ \$8.05 / sample

807 Maple St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 33 samples @ \$8.05 / sample

rshrimplin@cityofcapegirardeau.org

**TOTAL AMOUNT \$4,343.55**

**Remit to:**

Environmental Operations, Inc.  
7733 Forsyth Blvd  
Suite 1600, Clayton, MO 63105  
Phone: 314-241-0900 Fax 314-241-2451

**Wire/ACH Instructions:**

MRV Banks  
1319 N. Truman Blvd.  
Festus, MO 63028  
ABA Rtg # - 081919356  
Account # - 2016103

Please send an email when an ACH is being processed. [michele@environmentalops.com](mailto:michele@environmentalops.com)

**Thank You for Your Business!**

**ORDER OF BUILDING SUPERVISOR  
CAUSING TAX BILLS TO BE ISSUED AGAINST PROPERTY**

COMES now the Building Supervisor of the City of Cape Girardeau, Missouri, this 27<sup>th</sup> day of March, 2024, and hereby finds the following:

1. That the building on the property described as follows:

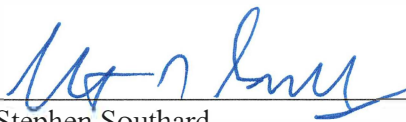
423 South Frederick Street, Cape Girardeau, MO

All of the South ½ of Lot Forty-nine (49) in Range "I" in the City and County of Cape Girardeau, Missouri, fronting 45-¾ feet on South Frederick Street and running back uniform width of 45-¾ feet to an ally 180 feet.

has been demolished in accordance with the Order of the Building Supervisor dated the 26<sup>th</sup> day of April, 2022.

2. That the costs incurred in the asbestos survey/testing and demolition of this building were twelve thousand eight hundred sixty-three dollars and ninety-five cents (\$12,863.95), a true and accurate copy of which are attached hereto and marked "Exhibit A".

WHEREFORE, the Building Supervisor enters an order directing the City Clerk of the City of Cape Girardeau, Missouri, to issue tax bills against the heretofore described property in the amount of twelve thousand eight hundred sixty-three dollars and ninety-five cents (\$12,863.95), for the costs incurred in said asbestos survey/testing and demolition.



Stephen Southard  
Building Supervisor



**EXHIBIT A**

*Steve's Hauling & Excavating*  
*789 County Road 416*  
*Oak Ridge , MO 63769*  
*573-579-6612*

<b>BILL TO:</b>
City of Cape Girardeau 44 north lorimier Cape Girardeau MO

<b>DATE</b>
3/27/24

PO# 241191

Date	DESCRIPTION	Tons	Total
	<b>Demolition</b>		
	807 Maple st		\$13,800.00
	1114 bloomfield st		\$8,600.00
	423 south frederick st		\$11,400.00
	Thank You for your business	<b>Total Due</b>	33,800.00



**Environmental  
Operations, Inc.**  
CLEARING THE WAY

**Exhibit A**

INVOICE NO.  
42661

Client: The City of Cape Girardeau MO  
44 N. Lorimier St.  
Cape Girardeau, MO 63701

Job Name: IHS-Cape Girardeau  
Various – see below  
Cape Girardeau, MO 63703

ACCOUNT NO	PO NUMBER	REFERENCE	EOI JOB NUMBER	INVOICE DATE
CAPEGIRA		7/8/2023	23514	6/30/2023

PAGE
1

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	804 S. Ellis Street, Cape Girardeau MO	\$1,463.95	\$1,463.95
1	423 S. Frederick Street, Cape Girardeau MO	\$1,463.95	\$1,463.95
1	807 Maple Street, Cape Girardeau MO	\$1,415.65	\$1,415.65

**Break down per structure:**

840 S. Ellis St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 39 samples @ \$8.05 / sample

423 S. Frederick St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 39 samples @ \$8.05 / sample

807 Maple St., Cape Girardeau, MO

Mobilization - \$300

Inspection & Report - \$850

PLM Sample Analysis – 33 samples @ \$8.05 / sample

rshrimplin@cityofcapegirardeau.org

**TOTAL AMOUNT      \$4,343.55**

**Remit to:**

Environmental Operations, Inc.  
7733 Forsyth Blvd  
Suite 1600, Clayton, MO 63105  
Phone: 314-241-0900 Fax 314-241-2451

**Wire/ACH Instructions:**

MRV Banks  
1319 N. Truman Blvd.  
Festus, MO 63028  
ABA Rtg # - 081919356  
Account # - 2016103

Please send an email when an ACH is being processed. [michele@environmentalops.com](mailto:michele@environmentalops.com)

**Thank You for Your Business!**

**ORDER OF BUILDING SUPERVISOR  
CAUSING TAX BILLS TO BE ISSUED AGAINST PROPERTY**

COMES now the Building Supervisor of the City of Cape Girardeau, Missouri, this 27<sup>th</sup> day of March, 2024, and hereby finds the following:

1. That the building on the property described as follows:

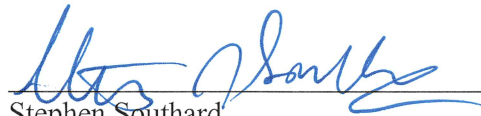
1114 Bloomfield Street, Cape Girardeau, MO

Lot Seven (7) Block thirty (30) of West End Place Addition to the City of Cape Girardeau, Missouri, as shown on plat filed for record in Plat Book 2 at Page 8 of the land records of said County.

has been demolished in accordance with the Order of the Building Supervisor dated the 25<sup>th</sup> day of July, 2022.

2. That the costs incurred in the asbestos survey/testing and demolition of this building were eleven thousand five hundred seventeen dollars and twenty-five cents (\$11,517.25), a true and accurate copy of which are attached hereto and marked "Exhibit A".

WHEREFORE, the Building Supervisor enters an order directing the City Clerk of the City of Cape Girardeau, Missouri, to issue tax bills against the property heretofore described for the cost of said asbestos survey/testing and demolition plus outstanding nuisance charges in the amount of five hundred nineteen dollars and eighty-four cents (\$519.84), and administrative costs in the amount of one hundred fifty dollars (\$150.00) for a total tax bill in the amount of twelve thousand one hundred eighty-seven dollars and nine cents (\$12,187.09).

  
\_\_\_\_\_  
Stephen Southard  
Building Supervisor



**EXHIBIT A**

*Steve's Hauling & Excavating*  
*789 County Road 416*  
*Oak Ridge , MO 63769*  
*573-579-6612*

<b>BILL TO:</b>
City of Cape Girardeau 44 north lorimier Cape Girardeau MO

<b>DATE</b>
3/27/24

PO# 241191

Date	DESCRIPTION	Tons	Total
	Demolition		
	807 Maple st		\$13,800.00
	1114 bloomfield st		\$8,600.00
	423 south frederick st		\$11,400.00
	Thank You for your business	<b>Total Due</b>	33,800.00



1631 Headland Drive - St. Louis, MO 63026

# INVOICE

Date	July 31, 2023
Invoice Number	C-23140-01
Authorization	Task Order No. 1

**Client:**

Mr. Ryan Shrimplin  
City of Cape Girardeau  
44 North Lorimier Street  
Cape Girardeau, MO 63701

**NPN Contract:** C-23140.A/B/C**Federal ID:** 43-1642323**Terms:** NET 20 Days**Late Charges:** 1 1/2% per month**Scope of Work:**

Asbestos Inspections - Pre-Demolition  
Vacant Houses and Building  
Cape Girardeau, MO

**Date of Services:**

June 14 - July 26, 2023

PO#240268

**Environmental Services:**

Qty	Unit	Rate	Extended	Total
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**C-23140.A - 631 South Benton Street***Professional Time*

Project Principal	0.5	hour	190.00	95.00
Asbestos Program Director	4.5	hour	125.00	562.50
Asbestos Inspector	7.0	hour	85.00	595.00
Administrative Assistant	4.5	hour	70.00	315.00
				1,567.50

*Equipment and Supplies*

Travel Expenses	1.0	total	105.00	105.00
Courier	1.0	total	4.75	4.75
				109.75

*Laboratory Analysis*

PLM - EPA 600 (5-Day)	63.0	each	20.00	1,260.00
				1,260.00

**Subtotal - 631 South Benton Street****\$2,937.25****C-23140.B - 114 Bloomfield Road***Professional Time*

Project Principal	1.0	hour	190.00	190.00
Asbestos Program Director	4.5	hour	125.00	562.50
Asbestos Inspector	7.0	hour	85.00	595.00
Administrative Assistant	4.0	hour	70.00	280.00
				1,627.50

*Equipment and Supplies*

Travel Expenses	1.0	total	105.00	105.00
Courier	1.0	total	4.75	4.75
				109.75

*Laboratory Analysis*

PLM - EPA 600 (5-Day)	59.0	each	20.00	1,180.00
				1,180.00

**Subtotal - 114 Bloomfield Road****\$2,917.25**

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**Staff:** Gayle L. Conrad, MPCC/CMC,  
Director of Citizen Services/City  
**Agenda:** Clerk  
5/6/2024

**AGENDA REPORT**  
Cape Girardeau City Council

**24-085**

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**SUBJECT**

Appointment of four members, for terms expiring May 16, 2028, to the Downtown Cape Girardeau Community Improvement District Board of Directors.

**EXECUTIVE SUMMARY**

Four terms to the Downtown Cape Girardeau CID Board of Directors are set to expire May 16, 2024. Laurie Everett, has been serving on the CID Board since 2018, Kent Zickfield has been serving since 2014, and Nate Saverino has been serving on the board since 2020 and Lee Schlitt has been serving since May 2024. Each have submitted a letter expressing their interest in reappointment.

**BACKGROUND/DISCUSSION**

On May 5, 2014, the City Council adopted Ordinance No. 4574 establishing the Downtown Cape Girardeau Community Improvement District and appointing seven members to the initial Board of Directors for staggering terms. Pursuant to the governing documents of the Community Improvement District, members of the Board of Directors of the District are appointed by the Mayor with the consent of the City Council. Members serve four year terms.

**BOARD OR COMMISSION RECOMMENDATION**

The Board recommends the appointment of Laurie Everett,

Kent Zickfield, Nate Saverino and Lee Schlitt for terms expiring May 16, 2028.

**ATTACHMENTS:**

Name:	Description:
<a href="#">CITY_OF_CAPE_GIRARDEAU.pdf</a>	Downtown CID Roster
<a href="#">2024_CID_Reappointment_Zickfield.docx</a>	Reappointment Letter, Zickfield
<a href="#">2024_Reappointment_Letter_Schlitt.docx</a>	Reappointment Letter, Schlitt
<a href="#">2024_CID_Reappointment_Everett.docx</a>	Reappointment Letter, Everett
<a href="#">2024_reappoint_request_Saverino.docx</a>	Reappointment Letter, Saverino
<a href="#">Chair_Letter_for_CID_board_reappointments_2024.docx</a>	Chair Letter of Support for Reappointments

# CITY OF CAPE GIRARDEAU, MISSOURI

## Roster of Advisory Boards and Committees

**April 1, 2024**

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted.

Members may serve for only two consecutive full terms on the same board or commission.

### *Downtown Cape Girardeau Community Improvement District Board of Directors*

	<u><i>Date Appointed/Oath</i></u>	<u><i>Date Reappointed</i></u>	<u><i>Term Expires</i></u>
Laurie Everett	(Nov. 12, 2018 retro)	May 4, 2020	05/16/24
Kent Zickfield	June 4, 2014	4/16/16;05/04/20	05/16/24
Nate Saverino	June 1, 2020	----	05/16/24
Lee Schlitt	May 16, 2016	4/16/16; 05/04/20	05/16/24
Cathy Thompson	June 6, 2022	----	05/16/26
Lindy Pridmore	June 4, 2014	5/7/18; 6/6/22	05/16/26
Dave Hutson	June 4, 2014	5/7/18; 6/6/22	05/16/26

On May 5, 2014, The City Council adopted Ordinance No. 4574 establishing the Downtown CID. Directors serve four year terms, appointed by Mayor with consent of Council. All directors must be owners of real property or the legal authorized representative of an individual owning property within the district. The Board is required to meet one time per year. Commission administers downtown special business district. Staff liaison –, Assistant City Manager, Development Services, 339-6300.

April 15, 2024

City of Cape Girardeau Mayor and Council  
44 N. Lorimier  
Cape Girardeau, MO 63701

Dear Mayor Kinder,

Please accept this as an expression of my interest in continuing to serve as a member on the Downtown Cape Girardeau Community Improvement District board. It has been a pleasure to help plan and witness all of the downtown improvements over the past four years. My current term expires in May, and the board supports my re-appointment for a full 4-year term and has encouraged me to send this letter of interest. I will appreciate your favorable consideration for my re-appointment.

If you would like any further materials or information from me for your consideration, please do not hesitate to ask. Thank you.

Respectfully yours,

Kent Zickfield

April 15, 2024

City of Cape Girardeau Mayor and Council  
44 N. Lorimier  
Cape Girardeau, MO 63701

Dear Mayor Kinder,

Please accept this as an expression of my interest in continuing to serve as a member on the Downtown Cape Girardeau Community Improvement District board. It has been a pleasure to help plan and witness all of the downtown improvements over the past four years. My current term expires in May, and the board supports my re-appointment for a full 4-year term and has encouraged me to send this letter of interest. I will appreciate your favorable consideration for my re-appointment.

If you would like any further materials or information from me for your consideration, please do not hesitate to ask. Thank you.

Respectfully yours,

Lee Schlitt

April 15, 2024

City of Cape Girardeau Mayor and Council  
44 N. Lorimier  
Cape Girardeau, MO 63701

Dear Mayor Kinder,

Please accept this as an expression of my interest in continuing to serve as a member on the Downtown Cape Girardeau Community Improvement District board. It has been a pleasure to help plan and witness all of the downtown improvements over the past four years. My current term expires in May, and the board supports my re-appointment for a full 4-year term and has encouraged me to send this letter of interest. I will appreciate your favorable consideration for my re-appointment.

If you would like any further materials or information from me for your consideration, please do not hesitate to ask. Thank you.

Respectfully yours,

Laurie Everett

April 15, 2024

City of Cape Girardeau Mayor and Council  
44 N. Lorimier  
Cape Girardeau, MO 63701

Dear Mayor Kinder,

Please accept this as an expression of my interest in continuing to serve as a member on the Downtown Cape Girardeau Community Improvement District board. It has been a pleasure to help plan and witness all of the downtown improvements over the past four years. My current term expires in May, and the board supports my re-appointment for a full 4-year term and has encouraged me to send this letter of interest. I will appreciate your favorable consideration for my re-appointment.

If you would like any further materials or information from me for your consideration, please do not hesitate to ask. Thank you.

Respectfully yours,

Nate Saverino



April 15, 2024

City of Cape Girardeau Mayor and Council  
44 N. Lorimier  
Cape Girardeau, MO 63701

Dear Honorable Mayor Kinder and City Council,

This letter is to express Board support for the re-appointment of four individuals to the Cape Girardeau Downtown Community Improvement District board: Laurie Everett, Nate Saverino, Lee Schlitt, and Kent Zickfield.

All of which are qualified to serve according to the bylaws and have been engaged members of the board. Ms. Everett and Mr. Zickfield have served as officers for at least 2 years, while Mr. Saverino has served as officer since 2023.

Your re-appointment to another 4-year term for the above individuals would be greatly appreciated. Expressions of interest are included in this packet.

Sincerely,

Robert Brooks  
Assistant Director, Old Town Cape