



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Stacy Kinder, Mayor
Dan Presson, Ward 1
Tameka Randle, Ward 2
Nate Thomas, Ward 3
Robbie Guard, Ward 4
Shannon Truxel, 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

April 1, 2024
5:00 PM

- Individuals desiring to speak about items NOT on the agenda must register no later than 12:00 pm, on Monday, April 1, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.

Invocation

Pastor Timothy Lee of The Apostolic Promise Church in Cape Girardeau

Pledge of Allegiance

Study Session

No action will be taken during the study session

Presentations

- Arts Council Children's Artwork Presentation
- Recognition of Service - Council Member Robbie Guard

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

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.

1. Approval of the March 18, 2024, City Council Regular Session Minutes and Closed Session Minutes.
2. BILL NO. 24-32, an Ordinance approving the record plat of Bailey Keller Subdivision. Second and Third Readings.
3. BILL NO. 24-33, an Ordinance approving the record plat of Midamerica Crossings Third Subdivision. Second and Third Readings.
4. BILL NO. 24-34, an Ordinance approving the record plat of Themis Street Subdivision. Second and Third Readings.
5. BILL NO. 24-35, an Ordinance accepting a Permanent Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for property located at Ramsay's Run, in the City of Cape Girardeau, Missouri. Second and Third Readings.
6. BILL NO. 24-36, an Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation for property located at 2520 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri. Second and Third Readings.
7. BILL NO. 24-37, an Ordinance accepting a Permanent Water Line Easement from SIMX Holdings, Inc., for property located at 4269 Nash Road in Scott County, Missouri. Second and Third Readings.
8. BILL NO. 24-38, a Resolution Authorizing the City Manager to Execute an Agreement with Lappe Cement Finishing, Inc., for the 2024 Asphalt Overlay Program, in the City of Cape Girardeau, Missouri. Reading and Passage.
9. Accept the Improvements and Authorize Final Payment to Nip Kelley Equipment Company, Inc. for the 2022-2023 CIST Street Repair.
10. Accept water main improvements to serve the Tru Hotel located at 2520 Veterans Memorial Drive.

Items Removed from Consent Agenda

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.

11. BILL NO. 24-39 an Ordinance approving a First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. First Reading - Trevor Pulley

Appointments

12. Appointments to the Historic Preservation Commission

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

- Appointments to the Airport Advisory Board
- Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2025.
- Cape Dogwood Community Improvement District Budget Ending June 30, 2025.
- RRC Community Improvement District Proposed Budget for FYE June 30, 2024 and FYE June 30, 2025.

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the March 18, 2024, City Council Regular Session Minutes and Closed Session Minutes.

ATTACHMENTS:

Name:	Description:
DRAFT_Council.RegularSession_Minutes.03-18-2024.pdf	Regular Session minutes 03-18-2024

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session March 18, 2024 **MM-27**

STUDY SESSION – March 18, 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, March 18, 2024, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, Robbie Guard, Dan Presson, Tameka Randle, Nate Thomas, and Shannon Truxel present

REGULAR SESSION –March 18, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, March 18, 2024, starting at 5:07 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, Robbie Guard, Dan Presson, Tameka Randle, Nate Thomas, and Shannon Truxel present.

ADOPTION OF THE AGENDA

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

Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

CONSENT AGENDA

Approval of the March 4, 2024, City Council Regular Session Minutes and the March 5, 2024 Closed Session Minutes.

BILL NO. 24-26, an Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Drainage Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-27, an Ordinance approving the record plat of The Meadows of Whispering Oaks - Fourth. Second and Third Readings.

BILL NO. 24-28, an Ordinance approving the record plat of Rhodes Town Plaza Subdivision. Second and Third Readings.

BILL NO. 24-29, 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 298 North West End Boulevard, in the City and County of Cape Girardeau, Missouri, from C-1 to NC. Second and Third Readings.

BILL NO. 24-30, an Ordinance granting a special use permit to Midamerica Hotels Corporation for the purposes of constructing, maintaining, and operating two billboards at 2567 and 2649

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session March 18, 2024 MM-28**

Veterans Memorial Drive, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-31, a Resolution adopting the 2024-2029 Capital Improvements Program, in the City of Cape Girardeau, Missouri. Reading and Passage.

Approval of the Release of Escrow Agreement for Williamsburg Phase 3.

A Motion was made by Mark Bliss, Seconded by Shannon Truxel, to approve and adopt. Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel. Council Member Robbie Guard abstained from voting on the release of escrow agreement for Williamsburg Phase 3, for financial reasons, due to his employment with MRV Bank.

BILL NO. 24-26 will be Ordinance NO. 5738; BILL NO. 24-27 will be Ordinance NO. 5739; BILL NO. 24-28 will be Ordinance NO. 5740; BILL NO. 24-29 will be Ordinance NO. 5741; BILL NO. 24-30 will be Ordinance NO. 5742; and BILL NO. 24-31 will be Resolution NO. 3597.

ITEMS REMOVED FROM CONSENT AGENDA

BILL NO. 24-25, an Ordinance approving a Cooperation Agreement among the City of Cape Girardeau, Missouri, the RCC Community Improvement District, the RCC Transportation Development District and River City Centre, LLC. Second and Third Readings.

A Motion was made by Dan Presson, Seconded by Shannon Truxel, to approve and adopt. Motion passed. 5-1. Ayes: Bliss, Kinder, Presson, Thomas, Truxel. Nays: Randle. Abstain: Guard. Council Member Robbie Guard abstained, for financial reasons, due to his employment with MRV Bank.

BILL NO. 24-25 will be Ordinance NO. 5743.

NEW ORDINANCES

BILL NO. 24-32, an Ordinance approving the record plat of Bailey Keller 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, Guard, Kinder, Presson, Randle, Thomas, Truxel.

BILL NO. 24-33, an Ordinance approving the record plat of Midamerica Crossings Third Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Robbie Guard, Seconded by Nate Thomas, to approve. Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

BILL NO. 24-34, an Ordinance approving the record plat of Themis Street Subdivision. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Nate Thomas, Seconded by Mark Bliss, to approve. Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session March 18, 2024 MM-29**

BILL NO. 24-35, an Ordinance accepting a Permanent Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for property located at Ramsay's Run, 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 Shannon Truxel, to approve.
Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

BILL NO. 24-36, an Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation for property located at 2520 Veterans Memorial Drive, 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 Mark Bliss, Seconded by Shannon Truxel, to approve.
Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

BILL NO. 24-37, an Ordinance accepting a Permanent Water Line Easement from SIMX Holdings, Inc., for property located at 4269 Nash Road in Scott County, Missouri. 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, Guard, Kinder, Presson, Randle, Thomas, Truxel.

OTHER BUSINESS

Motion to set a Special City Council Meeting to declare the results of the April 2, 2024, municipal election.

A Motion was made by Robbie Guard, Seconded by Shannon Truxel, to set a Special Meeting for April 9, 2024, at noon, via Zoom teleconference.
Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

MEETING ADJOURNMENT

A Motion was made to adjourn to closed session, pursuant to RSMo. 610.021 (1) and (3), by Robbie Guard, Seconded by Dan Presson.
Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.
The regular session ended at 5:17 pm.

Gayle L. Conrad City Clerk



Stacy Kinder, Mayor

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-049

SUBJECT

An Ordinance approving the record plat of Bailey Keller Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a one-lot subdivision at 600 and 608 West Highland Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for Bailey Keller Subdivision, located at 600 and 608 West Highland Drive and zoned R-1 (Single-Family Suburban Residential). The plat combines two lots to create one new 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 March 13, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
❏ RP_Bailey_Keller_Subdivision.doc	Ordinance
❏ Staff_Review-Referral-Action_Form.pdf	Bailey Keller Subdivision - Staff RRA Form
❏ Map - Bailey_Keller_Subdivision.pdf	Bailey Keller Subdivision - Map
❏ Application - Bailey_Keller_Subdivision_Record_Plat.pdf	Bailey Keller Subdivision - Application
❏ Bailey_Keller_20240306.pdf	Bailey Keller Subdivision - Record Plat

BILL NO. 24-32

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
BAILEY KELLER SUBDIVISION

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

ARTICLE 1. The record plat of Bailey Keller Subdivision, being all of Lots 1 and 2 of Robert Davis Subdivision as shown in Document Number 2018-05744 in Fractional Section 35, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, Missouri, submitted by Bailey R. Keller, a single person, bearing the certification of Matthew Darren DeJournett, a Registered Land Surveyor, dated the 6th day of February, 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: **Bailey Keller Subdivision**

LOCATION: 600 & 608 West Highland Drive

STAFF REVIEW & COMMENTS:

A record plat has been submitted to combine two (2) lots at 600 & 608 West Highland Drive. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

3/4/24

 Date

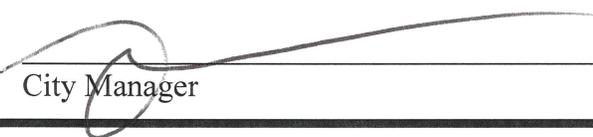


 City Attorney

3/5/24

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

3/5/24

 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 11 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



 Chris Martin
 Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____

Bailey Keller Subdivision





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision Bailey Keller		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant Bailey keller		Property Owner of Record <input checked="" type="checkbox"/> Same as Applicant Bailey Keller	
Mailing Address 608 w highland dr	City, State, Zip Cape girardeau MO	Mailing Address	City, State, Zip
Telephone 5738039970	Email baileykeller72@yahoo.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization)		(Attach additional owners information, if necessary)	
Professional Engineer/Surveyor (if other than Applicant) Matt DeJournett		Developer (if other than Applicant)	
Mailing Address 2401 St. Hwy PP	City, State, Zip Scott City, MO 63780	Mailing Address	City, State, Zip
Telephone 573-579-4524	Email mattdejournett@hotmail.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

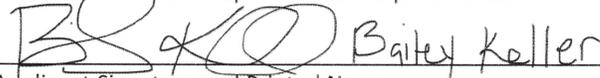
- In addition to this completed application form, the following items must be submitted:
- Review Fee (payable to City of Cape Girardeau)
 - \$21.00 per lot (**\$210.00 minimum**)
 - Recording Fee Deposit (payable to City of Cape Girardeau)

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)
 - 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.


 Applicant Signature and Printed Name

02-06-2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>2-12-24</u>		<u>15005</u>	
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
<u>210.00</u>	<u>71.</u>	<u>2624</u>	
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: Bailey keller

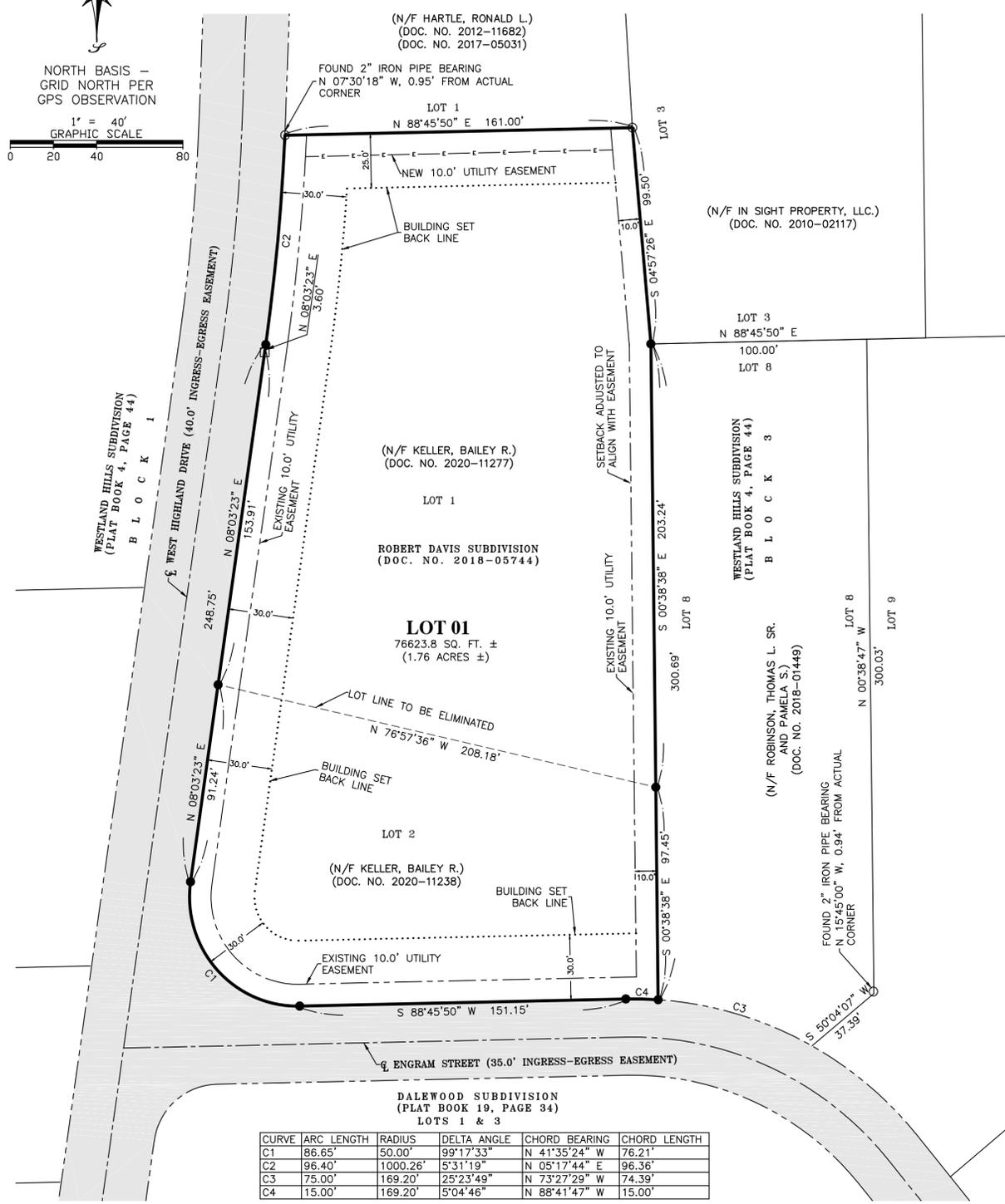
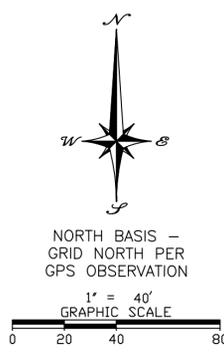
- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates
- Sheet number, if plat consists of more than one sheet
- 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"
- 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"
- 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
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- 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
- 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
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and each lot checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- 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
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- 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
- 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
- Notes:
 - 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)
 - 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 OF: BAILEY KELLER SUBDIVISION

ALL OF LOTS 1 AND 2 OF ROBERT DAVIS SUBDIVISION AS SHOWN IN DOCUMENT NUMBER 2018-05744
IN FRACTIONAL SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL
MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	86.65'	50.00'	99°17'33"	N 41°35'24" W	76.21'
C2	96.40'	1000.26'	5°31'19"	N 05°17'44" E	96.36'
C3	75.00'	169.20'	25°23'49"	N 73°27'29" W	74.39'
C4	15.00'	169.20'	5°04'46"	N 88°41'47" W	15.00'

SUBDIVISION DEDICATION

THE UNDERSIGNED, BAILEY R. KELLER, A SINGLE PERSON, OWNER IN FEE OF ALL OF LOTS 1 AND 2 OF ROBERT DAVIS SUBDIVISION AS SHOWN IN DOCUMENT NUMBER 2018-05744 IN FRACTIONAL SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CAPE GIRARDEAU IN CAPE GIRARDEAU COUNTY, MISSOURI CONTAINING 1.76 ACRES (MORE OR LESS), hereby declare that I have caused these presents to be subdivided into one (1) lot as numbered and designated on the annexed plat, which is a true and correct representation of said subdivision, and I have named said subdivision "Bailey Keller Subdivision", subject to all existing easements, rights of way, restrictions and licenses which may exist thereon, either written or implied. The new utility easement shown hereon is 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.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

BAILEY R. KELLER

STATE OF MISSOURI)
)SS
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 20____, before me, a notary public for the said State and County, personally appeared, BAILEY R. KELLER, a single person, to me personally known, who did state that he executed the foregoing instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the date first above written.

NOTARY PUBLIC

My commission expires _____

SUBDIVISION NOTES

ZONING
ZONING R-1, SINGLE FAMILY SUBURBAN RESIDENTIAL DISTRICT

MAXIMUM HEIGHT 2 1/2 STORIES NOT TO EXCEED 35 FEET.
MINIMUM LOT AREA: 10,000 SQ. FEET.
MINIMUM LOT WIDTH: 80 FEET.
MAXIMUM DENSITY: 4 UNITS PER 1 ACRE.

PROPOSED USE = SINGLE-FAMILY RESIDENTIAL

SETBACKS
FRONT = 30 FEET
REAR = 25 FEET
SIDE = 6 FEET (UNLESS OTHERWISE NOTED)

LOT SIZES
TOTAL SUBDIVISION AREA = 76,623.8 SQ. FEET (1.76 ACRES)
TOTAL NUMBER OF LOTS = 1

SUBDIVISION PLAT PREPARED FOR:
BAILEY R. KELLER
608 WEST HIGHLAND DR.
CAPE GIRARDEAU, MO 63701

SYMBOLS LEGEND

1. ● = 1/2" IRON ROD (FND).
2. ○ = 2" IRON PIPE (FND).
3. □ = FLAT IRON (FND).
4. ———— SUBDIVISION BOUNDARY LINE.
5. - - - - - LOT LINE TO BE ELIMINATED.
6. ———— NEW UTILITY EASEMENT LINE.
7. ———— EXISTING EASEMENT LINE.
8. ········ BUILDING SETBACK LINE.
9. ———— EXTERNAL PROPERTY LINE.
10. - - - - - CENTERLINE.

REFERENCES

1. NORTH BASIS = GRID NORTH PER GPS OBSERVATION.
2. WESTLAND HILLS SUBDIVISION RECORD PLAT BOOK 4, PAGE 44.
3. ROBERT DAVIS SUBDIVISION DOC. NO. 2018-05744
4. N/F = NOW OR FORMERLY.
5. (NTS) = NOT TO SCALE.

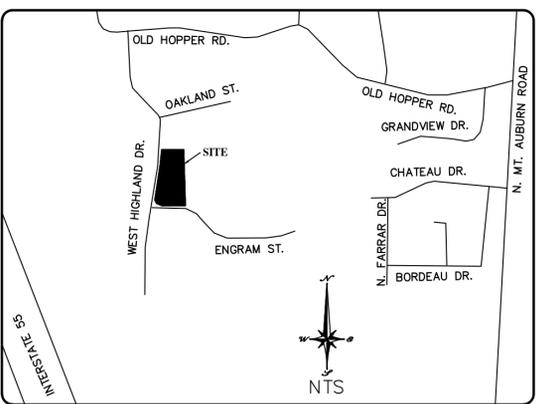
SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE FOREGOING DESCRIBED PARCEL OF LAND AND HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MISSOURI SURVEY STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

SURVEY LIMITATION: THIS SURVEY IS BASED ON CONVEYANCES SHOWN ON THIS PLAT (SEE TITLE REFERENCES) AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE HAS BEEN MADE. THE UNDERSIGNED LICENSED LAND SURVEYOR DOES NOT WARRANT THAT ALL RELEVANT CONVEYANCES OR DOCUMENTS HAVE BEEN DISCOVERED OR ARE KNOWN.

THIS LIMITATION MAY BE REMOVED UPON PRESENTATION OF A CERTIFIED RECORD SEARCH OF THE LAND DESCRIBED IN THIS SURVEY PRESENTATION.

VICINITY MAP



FLOOD PLAIN STATEMENT

THE ENTIRE TRACT OF THE PROPOSED SUBDIVISION IS SHOWN TO BE WITHIN ZONE "X" AS SET FORTH ON COMMUNITY PANEL NO. 29031C0254E WITH AN EFFECTIVE DATE OF 09/29/2011 AND PANEL NO. 29031C0254E WITH AN EFFECTIVE DATE OF 09/29/2011. ZONE "X" IS NOT WITHIN A FLOOD PRONE AREA.

TITLE REFERENCES

- DOC. NO. 2020-11277 (SUB)
- DOC. NO. 2020-11238 (SUB)
- DOC. NO. 2012-11682 (ADJ)
- DOC. NO. 2010-02117 (ADJ)
- DOC. NO. 2018-01449 (ADJ)
- DOC. NO. 2017-05031 (ADJ)

STATE OF MISSOURI)
)SS
COUNTY OF CAPE GIRARDEAU)

Filed for record in the office of the county Recorder of Deeds of Cape Girardeau County, Missouri duly recorded under document number _____ at Jackson, Missouri, on this _____ day of _____, 20____.

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

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____.

CITY CLERK,
CITY OF CAPE GIRARDEAU, MISSOURI

DOWDY AND DEJOURNETT SURVEYING

LARRY D. DOWDY, PLS 1518
MATT DEJOURNETT, PLS 2015000226

DEJOURNETT SURVEYING, LLC.

PROFESSIONAL LAND SURVEYORS
(LS-2015007724)
2401 STATE HIGHWAY PP
SCOTT CITY, MO 63780
Ph: (573) 579-4524
mattdejournett@hotmail.com

MATTHEW D. DEJOURNETT
PROFESSIONAL LAND SURVEYOR
#2015000226
2401 STATE HIGHWAY PP
SCOTT CITY, MO 63780

BAILEY KELLER

608 W. HIGHLAND DRIVE
CAPE GIRARDEAU, MO
CAPE GIRARDEAU COUNTY

DATE: 02/06/2024

REVISED:

JOB #: 2024-012

DRAWN BY: MDD

SURVEY CLASS: URBAN

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-050

SUBJECT

An Ordinance approving the record plat of Midamerica Crossings Third Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 2567 and 2649 Veterans Memorial Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for Midamerica Crossings Third Subdivision, located at 2567 and 2649 Veterans Memorial Drive and zoned C-2 (Highway Commercial). The plat subdivides a lot to create two 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 March 13, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
RP_MidAmerica_Crossings_Third_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Midamerica Crossings Third Subdivision - Staff RRA Form
Map_-_Midamerica_Crossings_Third_Subdivision.pdf	Midamerica Crossings Third Subdivision - Map
Application_-_Midamerica_Crossings_Third_Subdivision.pdf	Midamerica Crossings Third Subdivision - Application
39215_MidAmerica_Crossings_Third_Plat_(Reduced_File_Size).pdf	Midamerica Crossings Third Subdivision - Record Plat

BILL NO. 24-33

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
MIDAMERICA CROSSINGS THIRD SUBDIVISION

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

ARTICLE 1. The record plat of Midamerica Crossings Third Subdivision, being all of Lot Four C (4C) of Midamerica Crossings Second Subdivision as recorded in Document No. 2019-06481 in the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Victorian Inns Inc., NKA Midamerica Hotels Corporation, bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated the 11th day of March, 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: **Midamerica Crossings Third Subdivision**

LOCATION: Veterans Memorial Drive

STAFF REVIEW & COMMENTS:

A record plat has been submitted to subdivide a parcel into two (2) lots along Veterans Memorial Drive. SEE STAFF REPORT FOR MORE DETAILS.

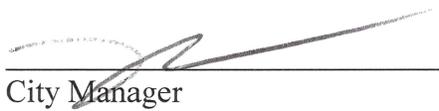
City Planner 

03/01/24
Date

City Attorney 

3/1/24
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager 

3/4/24
Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nick Martin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sommer McCauley-Perdue	<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"/>				

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

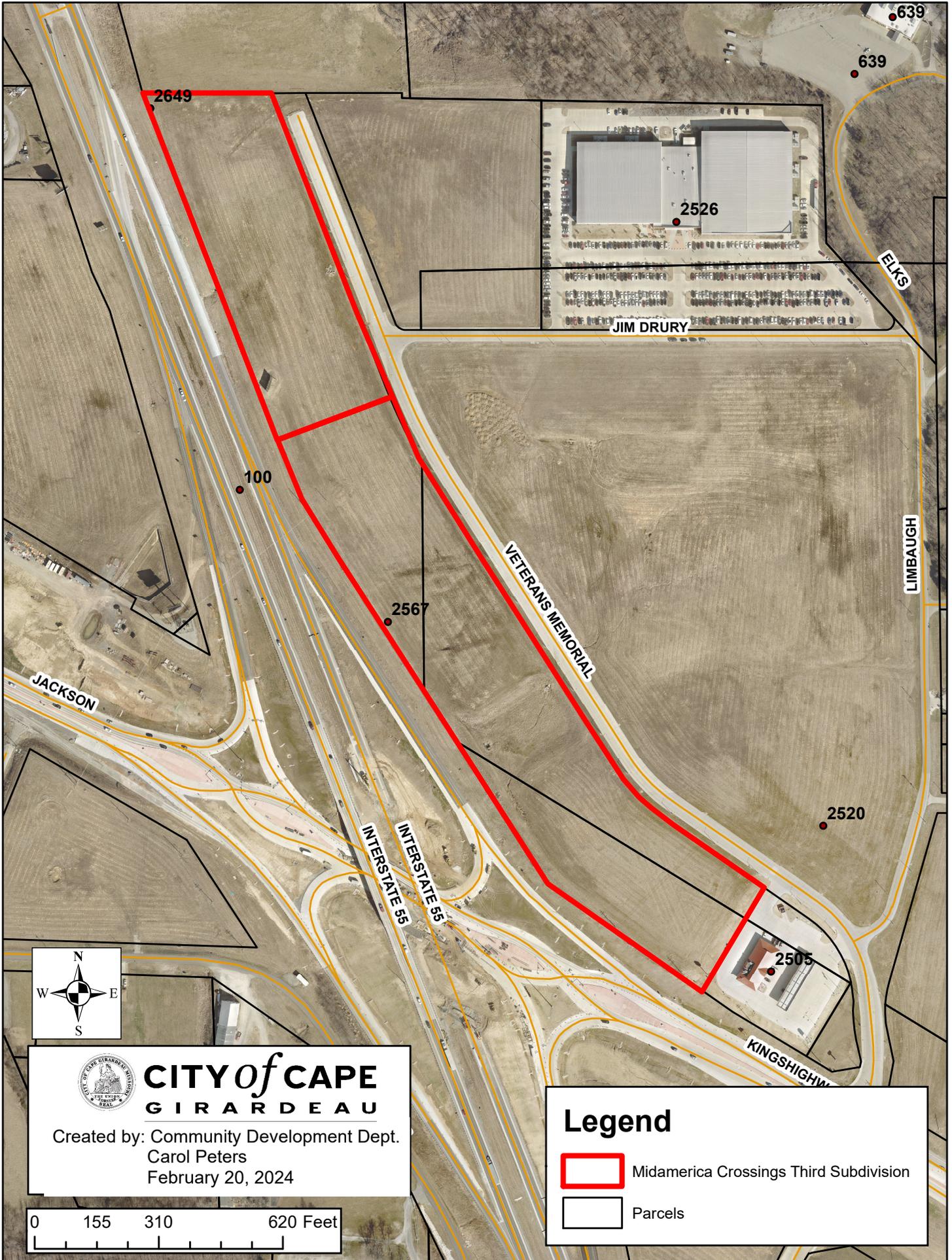

 Chris Martin
 Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

ORDINANCE # _____ Effective Date: _____

Midamerica Crossings Third Subdivision



CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
February 20, 2024



Legend

-  Midamerica Crossings Third Subdivision
-  Parcels



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision MidAmerica Crossings Third Subdivision		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant MidAmerica Hotels Corporation		Property Owner of Record <input type="checkbox"/> Same as Applicant	
Mailing Address 4072 State Hwy K	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.334.0546	Email mcantrell@midamcorp.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Melanie Cantrell		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Koehler Engineering and Land Surveying		Developer (if other than Applicant)	
Mailing Address 194 Coker Lane	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.335.3026	Email ckoehler@koehlerengineering.com	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)
\$21.00 per lot (**\$210.00 minimum**) \$ 210.00
 - Recording Fee Deposit (payable to City of Cape Girardeau)

<u>Sheet Size</u>	<u>Record Plat</u>	<u>Boundary Adjustment Plat</u>	
18" x 24"	\$46.00	\$26.00	\$ 71.00
24" x 36"	\$71.00	\$31.00	\$ 281.00
- (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)
 - 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.

Susan Dodds Susan Dodds
 Applicant Signature and Printed Name

2/6/2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
2-6-24		15012	
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
210-	71-	72727	
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: MidAmerica Crossings Third Subdivision

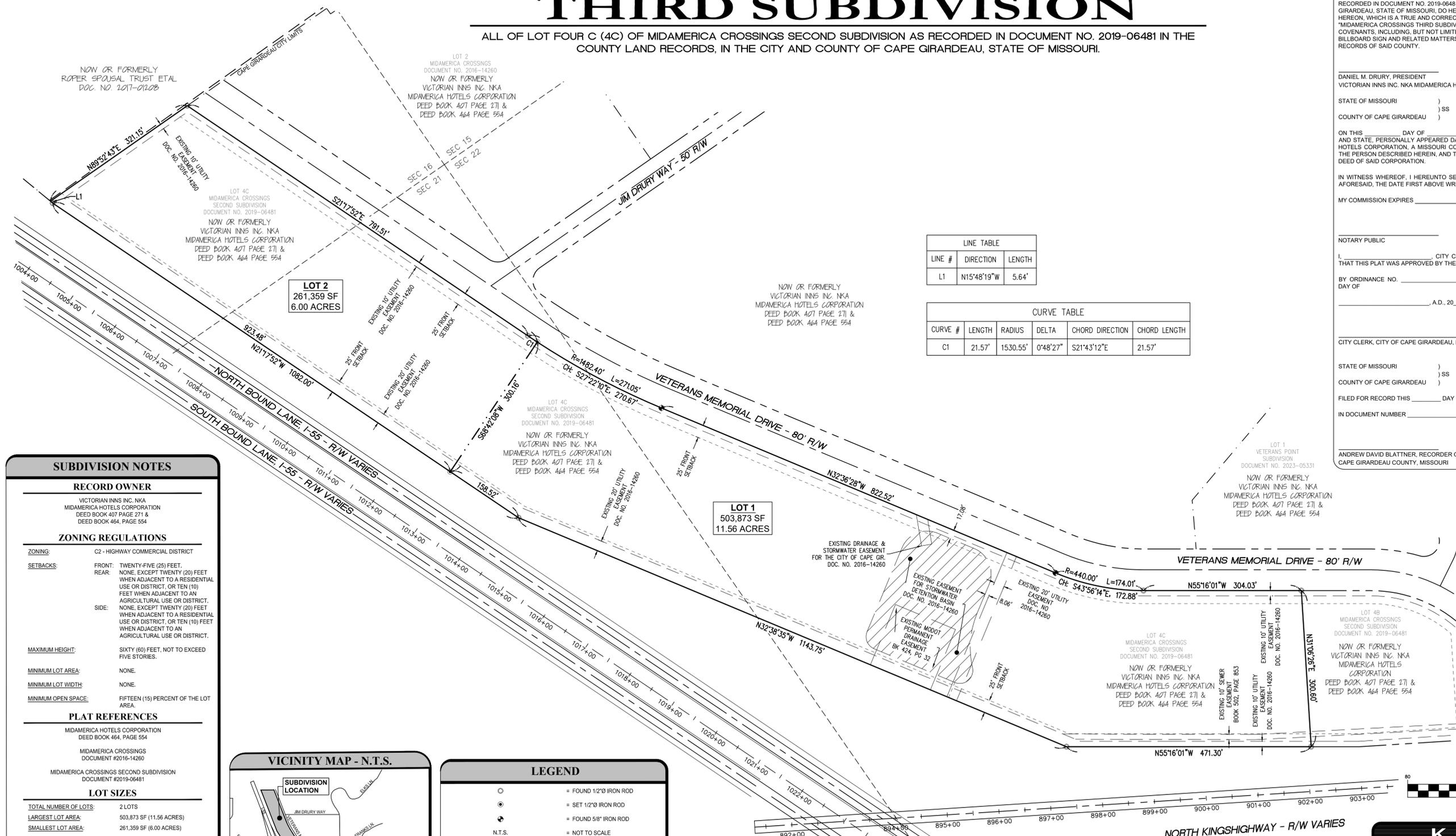
- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates
- Sheet number, if plat consists of more than one sheet
- 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"
- 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"
- 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
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- 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
- 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
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and each lot checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- 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
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- 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
- 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
- Notes:
 - 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)
 - 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 FOR MIDAMERICA CROSSINGS THIRD SUBDIVISION

ALL OF LOT FOUR C (4C) OF MIDAMERICA CROSSINGS SECOND SUBDIVISION AS RECORDED IN DOCUMENT NO. 2019-06481 IN THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N15°48'19"W	5.64'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	21.57'	1530.55'	0°48'27"	S21°43'12"E	21.57'

SUBDIVISION DEDICATION

I, DANIEL M. DRURY, PRESIDENT OF VICTORIAN INNS INC. NKA MIDAMERICA HOTELS CORPORATION, A MISSOURI CORPORATION, OWNER IN FEE OF ALL OF LOT FOUR C (4C) OF MIDAMERICA CROSSINGS SECOND SUBDIVISION AS RECORDED IN DOCUMENT NO. 2019-06481 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DO HEREBY CAUSE SAID LAND TO BE SUBDIVIDED INTO TWO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "MIDAMERICA CROSSINGS THIRD SUBDIVISION". SAID SUBDIVISION IS SUBJECT TO PRIVATE RESTRICTIONS AND COVENANTS, INCLUDING, BUT NOT LIMITED TO, A DECLARATION OF EASEMENTS AND AGREEMENTS FOR BILLBOARD SIGN AND RELATED MATTERS, AS SET OUT IN A SEPARATE INSTRUMENT(S) ON FILE IN THE LAND RECORDS OF SAID COUNTY.

DANIEL M. DRURY, PRESIDENT
VICTORIAN INNS INC. NKA MIDAMERICA HOTELS CORPORATION

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL M. DRURY, PRESIDENT OF VICTORIAN INNS INC. NKA MIDAMERICA HOTELS CORPORATION, A MISSOURI CORPORATION, WHO BEING BY ME DULY SWORN, DID STATE THAT HE IS THE PERSON DESCRIBED HEREIN, AND THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, 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 THIS _____ DAY OF _____, A.D., 20____.

IN DOCUMENT NUMBER _____

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

SUBDIVISION NOTES

RECORD OWNER
VICTORIAN INNS INC. NKA
MIDAMERICA HOTELS CORPORATION
DEED BOOK 407 PAGE 271 &
DEED BOOK 464, PAGE 554

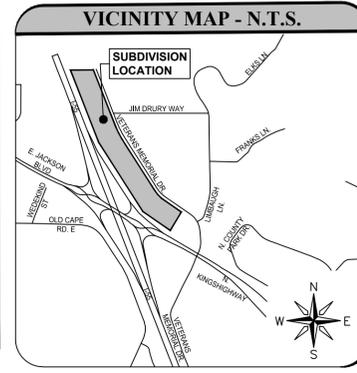
ZONING REGULATIONS
ZONING: C2 - HIGHWAY COMMERCIAL DISTRICT
SETBACKS: FRONT: TWENTY-FIVE (25) FEET.
REAR: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT.
SIDE: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT.
MAXIMUM HEIGHT: SIXTY (60) FEET, NOT TO EXCEED FIVE STORIES.
MINIMUM LOT AREA: NONE.
MINIMUM LOT WIDTH: NONE.
MINIMUM OPEN SPACE: FIFTEEN (15) PERCENT OF THE LOT AREA.

PLAT REFERENCES
MIDAMERICA HOTELS CORPORATION
DEED BOOK 464, PAGE 554
MIDAMERICA CROSSINGS
DOCUMENT #2016-14260
MIDAMERICA CROSSINGS SECOND SUBDIVISION
DOCUMENT #2019-06481

LOT SIZES
TOTAL NUMBER OF LOTS: 2 LOTS
LARGEST LOT AREA: 503,873 SF (11.56 ACRES)
SMALLEST LOT AREA: 261,359 SF (6.00 ACRES)
TOTAL SUBDIVISION AREA: 765,232 SF (17.56 ACRES)

FLOODPLAIN NOTE
NO PORTION OF THE SUBJECT PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0251E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

PLAT PREPARED BY & 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
	= FOUND 5/8" IRON ROD
	= NOT TO SCALE
	= SUBDIVISION BOUNDARY LINE
	= CENTERLINE
	= EXTERNAL PROPERTY LINE
	= BUILDING SETBACK LINE
	= NEW LOT LINE
	= EXISTING EASEMENT LINE
	= RIGHT-OF-WAY LINE
	= SECTION LINE

NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022

KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
MO PLS Corp. Certificate #000262

DRAWN BY:	SUSAN DODDS	REV DATE:	DESCRIPTION:	INITIALS
CHECKED BY:	TRAVIS STEFFENS	03/04/24	ADDRESS CITY REVIEW COMMENTS	SD
SURVEY DATE:	OCTOBER 2022	03/08/24	ADDRESS CITY REVIEW COMMENTS	SD
DRAWING DATE:	FEBRUARY 2, 2024	03/11/24	ADDRESS CITY REVIEW COMMENTS	SD
DRAWING NO.:	39215			

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-051

SUBJECT

An Ordinance approving the record plat of Themis Street Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 502 North Silver Springs Road.

BACKGROUND/DISCUSSION

A record plat has been submitted for Themis Street Subdivision, located at 502 North Silver Springs Road and zoned C-2 (Highway Commercial). The plat subdivides a lot to create two new lots. The plat shows an exception for the omission of the required 10-foot utility easement along the rear (east) lot line of Lot 1. Staff supports the exception because there are no existing or proposed utilities in the location where the easement is required.

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 March 13, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
RP_Themis_Street_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Themis Street Subdivision - Staff RRA Form
Map_-_Themis_Street_Subdivision.pdf	Themis Street Subdivision - Map
Application_-_Themis_Street_Subdivision_Record_Plat.pdf	Themis Street Subdivision - Application
Themis_Street_Subdivision-Review2.pdf	Themis Street Subdivision - Record Plat

BILL NO. 24-34

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
THEMIS STREET SUBDIVISION

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

ARTICLE 1. The record plat of Themis Street Subdivision, being that part of Out Lot No. 82 in U.S.P.S. No. 2199, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by G & RM Properties, LLC, a Missouri Limited Liability Company, bearing the certification of Rodney W. Amos, a Registered Land Surveyor, dated the 12th day of March, 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: **Themis Street Subdivision**

LOCATION: 502 North Silver Springs Road

STAFF REVIEW & COMMENTS:

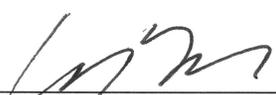
A record plat has been submitted to subdivide a parcel into two (2) lots at 502 North Silver Springs Road. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

3/5/24

Date



City Attorney

3/5/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

3/5/24

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sommer McCauley-Perdue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



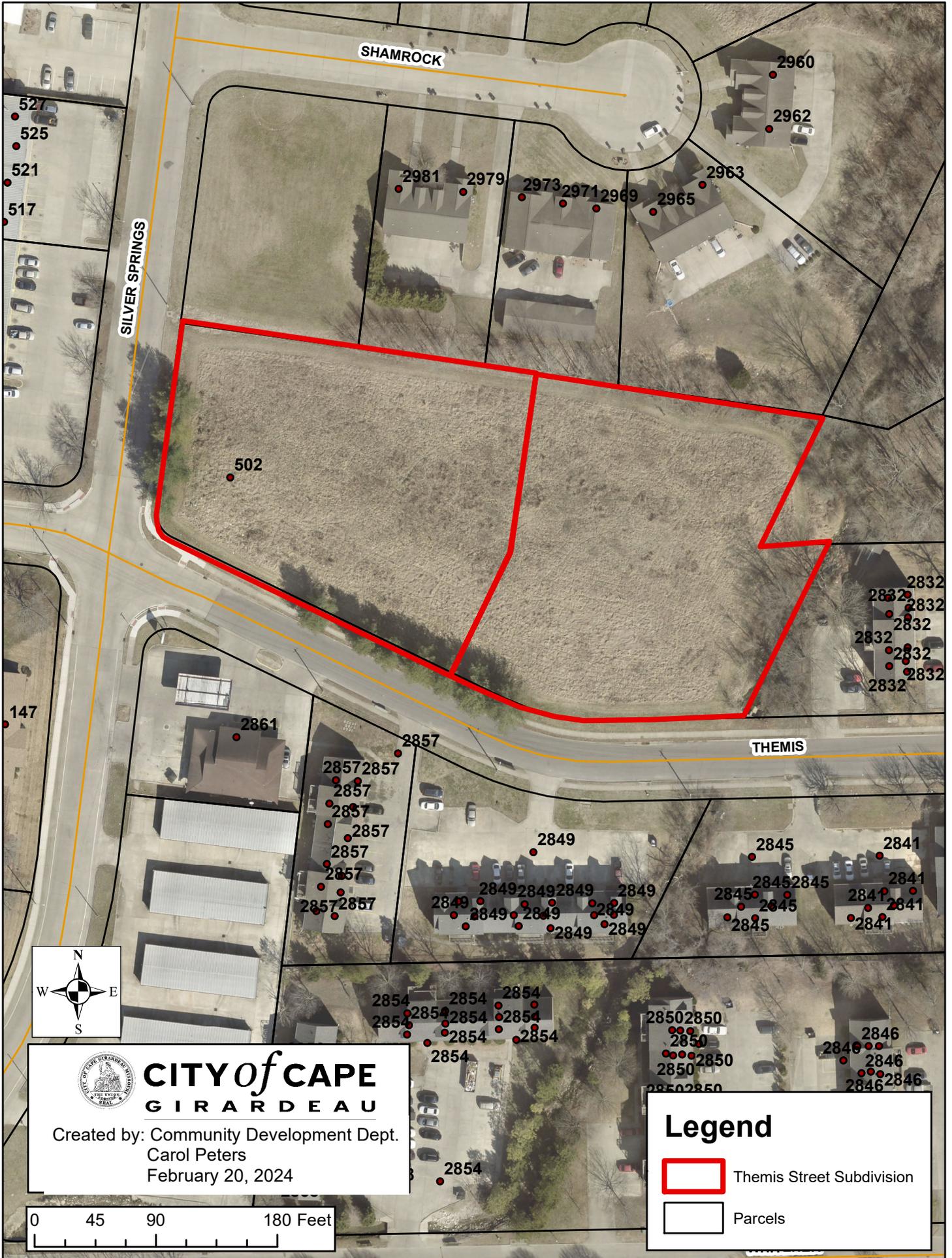
Chris Martin
Planning & Zoning Commission Secretary

City Council Action

Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

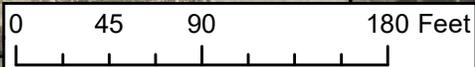
ORDINANCE # _____ Effective Date: _____

Themis Street Subdivision



CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
February 20, 2024



Legend

-  Themis Street Subdivision
-  Parcels



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision Themis Street Subdivision		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant G & RM Properties LLC		Property Owner of Record (if other than Applicant)	
Mailing Address 510 Phoenix Trail	City, State, Zip Jackson, MO 63755	Mailing Address	City, State, Zip
Telephone 573-382-1711	Email gene@capemoenterprises.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Gene Magnus		(Attach additional owners information, if necessary)	
Professional Engineer/Surveyor (if other than Applicant) Rodney Amos		Developer (if other than Applicant)	
Mailing Address 113 West Main Street, Suite 1	City, State, Zip Jackson, MO 63755	Mailing Address	City, State, Zip
Telephone 573-243-4080	Email ramos@stricklandengineering.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

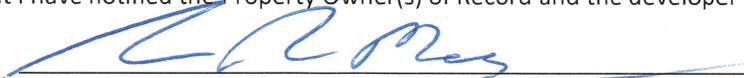
- In addition to this completed application form, the following items must be submitted:
- ✓ Review Fee (payable to City of Cape Girardeau)
 - Single-Family or Two-Family Residential: \$20.00 per lot (\$100.00 minimum)
 - Multi-Family Residential: \$20.00 per dwelling unit (\$100.00 minimum)
 - Non-Residential : \$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)
 - ✓ 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.


 Applicant Signature and Printed Name

2-14-2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>2-14-24</u>		<u>14991</u>	
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
<u>210-</u>	<u>71-</u>	<u>3511</u>	
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: THOMAS STREET SUBDIVISION

- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- 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
- Sheet number, if plat consists of more than one sheet
- 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"
- 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"
- 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
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- 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
- 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
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and internal lots checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- 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
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- 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
- 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
- Notes:
 - 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)
 - 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 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 THEMIS STREET SUBDIVISION

THAT PART OF OUT LOT NO. 82 IN U.S.P.S. NO. 2199, TOWNSHIP 31
NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE
CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

SUBDIVISION DEDICATION

THE UNDERSIGNED, EUGENE R. MAGNUS, MEMBER OF G & RM PROPERTIES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, THE OWNER OF THAT PART OF OUT LOT NO. 82 IN U.S.P.S. NO. 2199, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 2.36 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF CRITES 10TH ADDITION AS RECORDED IN PLAT BOOK 20, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID LOT 2 AND SOUTH LINE OF CRITES 11TH ADDITION, SOUTH 80°33'10" EAST 487.01 FEET TO THE MOST SOUTHEAST CORNER OF LOT 5 OF SAID CRITES 11TH ADDITION; THENCE LEAVING SAID SOUTH LINE, SOUTH 25°18'38" WEST 104.09 FEET; THENCE NORTH 88°26'51" EAST 51.73 FEET TO THE NORTHWEST CORNER OF LOT 3 OF CRITES 6TH ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 3, SOUTH 25°56'28" WEST 140.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF THEMIS STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES, SOUTH 88°27'04" WEST 96.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, CHORD BEARING NORTH 77°53'44" WEST 89.70 FEET, FOR AN ARC LENGTH OF 90.55 FEET; THENCE NORTH 64°14'33" WEST 275.58 FEET; THENCE LEAVING SAID NORTH LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, CHORD BEARING NORTH 28°39'15" WEST 23.28 FEET, FOR AN ARC LENGTH OF 24.85 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH SILVERSPRINGS ROAD; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 06°56'23" EAST 143.94 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

I HEREBY DECLARE THAT I HAVE CAUSED THE FOREGOING DESCRIBED TRACT OF LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED THEMIS STREET 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.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF _____ 20__.

EUGENE R. MAGNUS, MEMBER
G & RM PROPERTIES, LLC

STATE OF MISSOURI, COUNTY OF CAPE GIRARDEAU

ON THIS ____ DAY OF _____ 20__, BEFORE ME APPEARED EUGENE R. MAGNUS, MEMBER OF G & RM PROPERTIES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN, WHO DID ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE STATE AND COUNTY AFORESAID ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

_____, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI ON _____

THE _____
DAY OF _____, 20__ BY ORDINANCE NO. _____

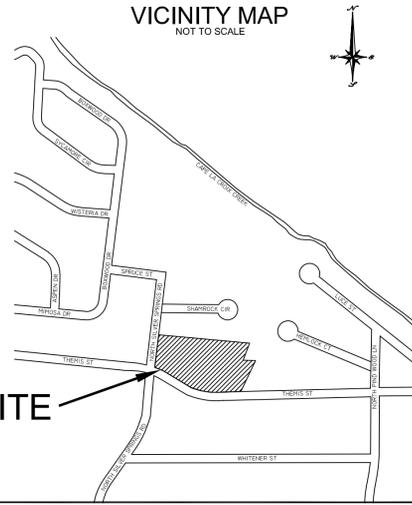
CITY CLERK, CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

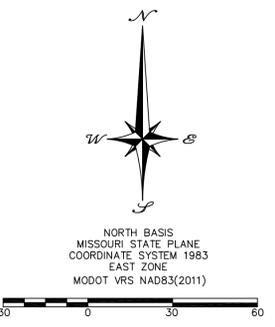
FILED FOR RECORD THIS ____ DAY OF _____ 20__, AND DULY

RECORDED IN DOCUMENT NUMBER _____

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



SITE



- REFERENCES**
1. DOCUMENT NO. 2010-04753 (SUBJECT)
 2. DOCUMENT NO. 2022-01906
 3. DOCUMENT NO. 2012-16513
 4. DOCUMENT NO. 2007-11191
 5. DOCUMENT NO. 2015-12230
 6. DOCUMENT NO. 2020-04880
 7. DOCUMENT NO. 2003-23489
 8. DOCUMENT NO. 2004-10453
 9. CRITES 10TH ADDITION PLAT BOOK 20, PAGE 94
 10. CRITES 11TH ADDITION AMENDED PLAT BOOK 21, PAGE 01
 11. PINDWOOD PLACE SUBDIVISION AMENDED PLAT BOOK 19, PAGE 23
 12. CRITES 6TH ADDITION PLAT BOOK 13, PAGE 42

ZONING CLASSIFICATION
"C-2" HIGHWAY COMMERCIAL DISTRICT
MINIMUM LOT AREA : NONE
MINIMUM LOT WIDTH : NONE
MAXIMUM DENSITY : NONE

THEMIS STREET SUBDIVISION
NO. OF LOTS = 2
TOTAL LOT AREA : 102,876 SQ. FT.
(2.36 ACRES)

FLOODPLAIN NOTE
A PORTION OF THE SUBDIVISION IS LOCATED WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 29031C0262E WITH AN EFFECTIVE DATE OF 9-29-11 FOR THE CITY OF CAPE GIRARDEAU, MISSOURI.

BUILDING SETBACKS (FOR C-2 ZONING)
25' FRONT SETBACKS

REAR SETBACKS: NONE, EXCEPT 20 FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT

SIDE SETBACKS: NONE, EXCEPT 20 FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	24.85	20.00	N28° 39' 15"W	23.28
C2	90.55	190.00	N77° 53' 44"W	89.70

AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 10-FOOT UTILITY EASEMENT ALONG THE REAR (EAST) LOT LINE OF LOT 1

- ACCURACY STANDARD: TYPE URBAN**
- LEGEND**
1. IRON ROD W/CAP (FOUND)
 2. IRON ROD W/CAP (SET)
 3. CHISELED CROSS (SET)
 4. SUBDIVISION BOUNDARY LINE
 5. NEW LOT LINE
 6. EXTERNAL PROPERTY LINE
 7. RIGHT-OF-WAY LINE
 8. CENTERLINE
 9. BUILDING SETBACK LINE
 10. EASEMENT LINE
 11. FLOODPLAIN LIMITS LINE

SURVEY CERTIFICATION
THIS IS TO CERTIFY THAT AT THE REQUEST OF GENE MAGNUS, MANAGER OF G & RM PROPERTIES, LLC, I HAVE SURVEYED PART OF OUT LOT 82 IN U.S.P.S. NO. 2199, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, AND HAVE SUBDIVIDED IT AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022.

IN WITNESS WHEREOF, I HAVE HERETO SET MY SEAL AND SIGNATURE THIS 11TH DAY OF MARCH, 2024.

RODNEY W. AMOS MO-PLS 2007000072
113 W. MAIN STREET
JACKSON, MISSOURI 63755

REV	DESCRIPTION	DATE
1	ADDRESSED CITY COMMENTS	3/5/24
2	ADDRESSED CITY COMMENTS	3/11/24

**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
P.O. Box 159
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

THEMIS STREET SUBDIVISION	SCALE: 1"=30'
THEMIS STREET CAPE GIRARDEAU, MO	DATE: 3-11-24
DRAWN BY: DR	CHECKED BY: RA
PROJECT #	24-007

Staff: Jake Garrard, PE, City Engineer
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-052

SUBJECT

An Ordinance accepting a Permanent Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for property located at Ramsay's Run Retirement Community, off Bloomfield Road, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau for Ramsay's Run retirement community.

BACKGROUND/DISCUSSION

As an extension of Chateau Girardeau, The Chateau at Ramsay's Run is a new retirement community built by Cape Retirement Community Inc. There is no subdivision plat; therefore, easements have to be granted per specific use and location. These easements must be granted along all private street right of ways for public utility infrastructure.

FINANCIAL IMPACT

The easement was donated. The property owners will pay for the cost of recording the new easement.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair Utility Infrastructure in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau for Ramsay's Run retirement community.

ATTACHMENTS:

Name:	Description:
☐ PUE_Chateau_Ramsays_Run_Bloomfield.doc	Ordinance
☐ GOOD_Ramsays_Run_Easement_EXHIBIT_03_07_2024.pdf	Exhibit
☐ GOOD_Legal_Description_Ramsays_Run_Easement_03_06_2024_.docx	Legal Description
☐ SIGNED_Permanent_Utility_Easement_Ramsay_s_Run.pdf	Easement Agreement

AN ORDINANCE ACCEPTING A PERMANENT UTILITY EASEMENT FROM CAPE RETIREMENT COMMUNITY, INC., D/B/A CHATEAU GIRARDEAU, FOR PROPERTY LOCATED AT RAMSAY'S RUN, 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, a Permanent Utility Easement from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for property located at Ramsay's Run, in the City of Cape Girardeau, Missouri, described as follows:

Ramsay's Run - Phase 1 Easement

THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 3.30 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ½" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 74°57'26" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A LENGTH OF 88.43 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 86.85 FEET); THENCE SOUTH 82°25'41" EAST, 314.09 FEET; THENCE SOUTH 07°34'19" WEST, 70.00 FEET; THENCE NORTH 82°25'41" WEST, 36.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET AND A LENGTH OF 9.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 73°31'44" WEST, 8.96 FEET); THENCE SOUTH 10°05'46" WEST, 183.04 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 11.51 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 52°32'17" EAST, 11.07 FEET); THENCE SOUTH 80°00'31" EAST, 77.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°59'29" EAST, 16.97 FEET); THENCE SOUTH 09°53'57" WEST, 111.86 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH 35°20'46" WEST, 16.87 FEET); THENCE NORTH 80°00'31" WEST, 76.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 12.15 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 70°58'31" WEST, 11.64 FEET); THENCE SOUTH 09°24'35" WEST, 146.98 FEET; THENCE SOUTH 81°21'33" EAST, 100.00 FEET; THENCE SOUTH 08°38'27" WEST, 25.00 FEET; THENCE NORTH 81°21'33" WEST, 110.00 FEET; THENCE NORTH 70°54'01" WEST, 98.16 FEET; THENCE NORTH 81°21'33" WEST, 86.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.03 FEET AND A LENGTH OF 161.66 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°44'02" WEST, 149.52 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.33 FEET AND A LENGTH OF 154.00 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 143.53 FEET); THENCE NORTH 50°07'10" EAST, 0.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 10°04'52" EAST, 15.44 FEET); THENCE NORTH 29°57'26" WEST, 113.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 74°57'26" WEST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 70.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TOWARDS THE NORTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 114.51 FEET; THENCE NORTH 60°02'34" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 1)

AND ALSO EXCEPTING THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE

GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND $\frac{1}{2}$ " DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH $84^{\circ}08'09''$ EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH $06^{\circ}38'11''$ WEST, 443.72 FEET; THENCE SOUTH $45^{\circ}17'56''$ EAST, 299.38 FEET; THENCE SOUTH $60^{\circ}02'34''$ WEST, 49.76 FEET; THENCE SOUTH $29^{\circ}57'26''$ EAST, 114.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $74^{\circ}57'26''$ EAST, 16.97 FEET); THENCE NORTH $60^{\circ}02'34''$ EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A LENGTH OF 88.43 FEET (THE CHORD OF SAID CURVE BEARS NORTH $78^{\circ}48'26''$ EAST, 86.85 FEET); THENCE SOUTH $82^{\circ}25'41''$ EAST, 314.09 FEET; THENCE SOUTH $07^{\circ}34'19''$ WEST, 70.00 FEET; THENCE NORTH $82^{\circ}25'41''$ WEST, 36.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET AND A LENGTH OF 9.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $73^{\circ}31'44''$ WEST, 8.96 FEET); THENCE SOUTH $10^{\circ}05'46''$ WEST, 183.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 11.51 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $52^{\circ}32'17''$ EAST, 11.07 FEET); THENCE SOUTH $80^{\circ}00'31''$ EAST, 77.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH $54^{\circ}59'29''$ EAST, 16.97 FEET); THENCE SOUTH $09^{\circ}53'57''$ WEST, 111.86 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH $35^{\circ}20'46''$ WEST, 16.87 FEET); THENCE NORTH $80^{\circ}00'31''$ WEST, 76.71 FEET; THENCE NORTH $77^{\circ}34'30''$ WEST, 94.21 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $35^{\circ}41'02''$ EAST, 16.77 FEET); THENCE SOUTH $08^{\circ}38'27''$ WEST, 71.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH $53^{\circ}38'27''$ WEST, 16.97 FEET); THENCE NORTH $81^{\circ}21'33''$ WEST, 110.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A

LENGTH OF 76.29 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°44'02" WEST, 71.99 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 72.86 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 69.11 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.60 FEET (THE CHORD OF SAID CURVE BEARS NORTH 89°44'41" EAST, 15.31 FEET); THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A LENGTH OF 123.06 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 65°19'09" EAST, 121.72 FEET); THENCE SOUTH 80°00'31" EAST, 35.81 FEET TO THE POINT OF BEGINNING

(EXCEPTION 2)

AND ALSO EXCEPTING THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ½" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET; THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE CONTINUING SOUTH 29°57'26" EAST, 94.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 42.58 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 41.82 FEET); THENCE SOUTH 82°25'41" EAST, 175.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.57 FEET AND A LENGTH OF 33.18 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 36°13'06" EAST, 29.70 FEET); THENCE SOUTH 09°59'29" WEST, 159.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET

(THE CHORD OF SAID CURVE BEARS SOUTH 54°59'29" WEST, 16.97 FEET); THENCE NORTH 80°00'31" WEST, 34.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET AND A LENGTH OF 139.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°58'58" WEST, 135.37 FEET); THENCE NORTH 29°57'26" WEST, 116.69 FEET TO THE POINT OF BEGINNING.

ARTICLE 2. This ordinance shall be in full force and effect ten days after its passage and approval.

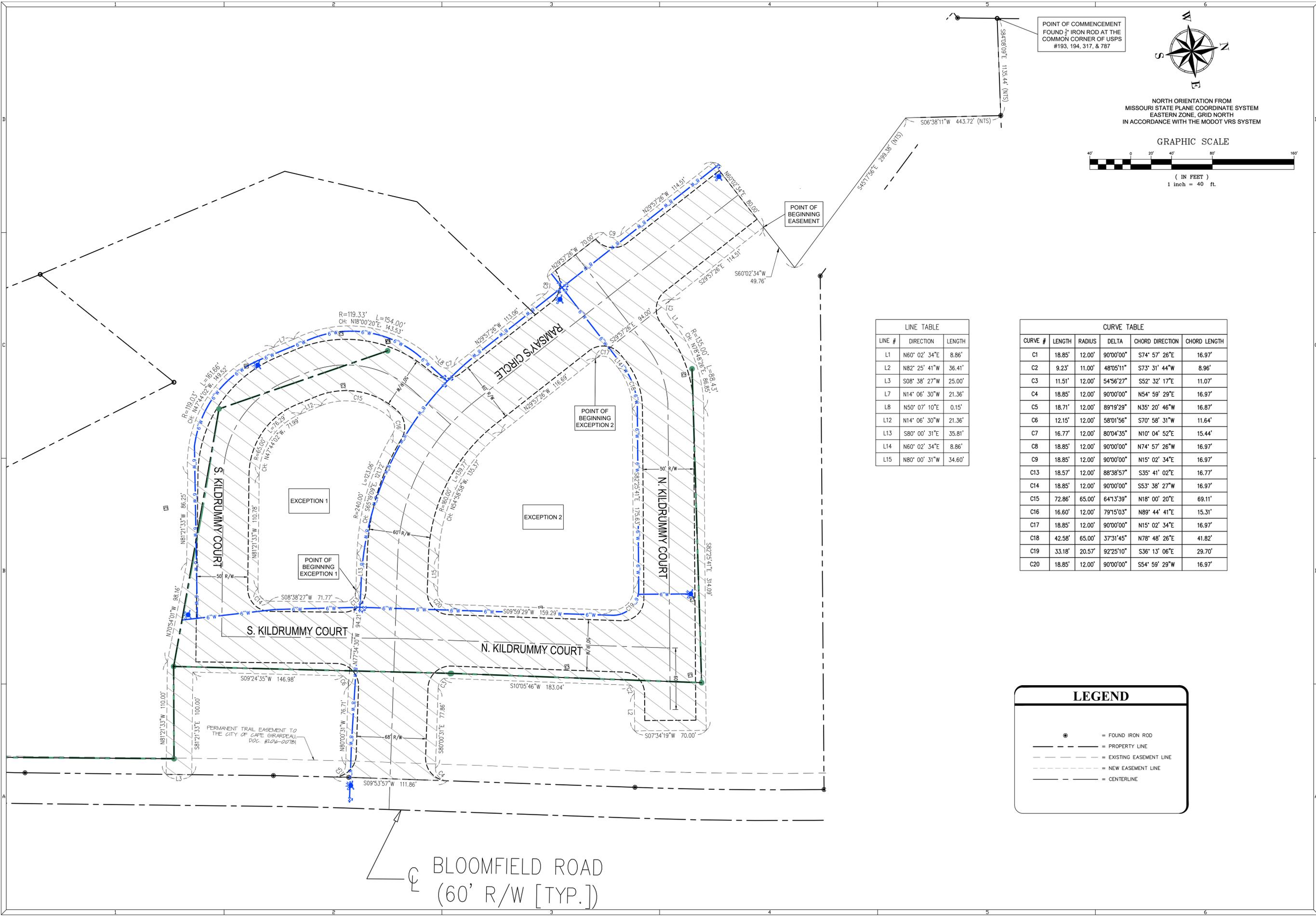
PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

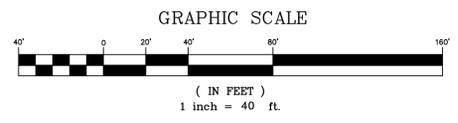




POINT OF COMMENCEMENT
 FOUND 3/4" IRON ROD AT THE
 COMMON CORNER OF USPS
 #193, 194, 317, & 787



NORTH ORIENTATION FROM
 MISSOURI STATE PLANE COORDINATE SYSTEM
 EASTERN ZONE, GRID NORTH
 IN ACCORDANCE WITH THE MODOT VRS SYSTEM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N60° 02' 34"E	8.86'
L2	N82° 25' 41"W	36.41'
L3	S08° 38' 27"W	25.00'
L7	N14° 06' 30"W	21.36'
L8	N50° 07' 10"E	0.15'
L12	N14° 06' 30"W	21.36'
L13	S80° 00' 31"E	35.81'
L14	N60° 02' 34"E	8.86'
L15	N80° 00' 31"W	34.60'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	18.85'	12.00'	90°00'00"	S74° 57' 26"E	16.97'
C2	9.23'	11.00'	48°05'11"	S73° 31' 44"W	8.96'
C3	11.51'	12.00'	54°56'27"	S52° 32' 17"E	11.07'
C4	18.85'	12.00'	90°00'00"	N54° 59' 29"E	16.97'
C5	18.71'	12.00'	89°19'29"	N35° 20' 46"W	16.87'
C6	12.15'	12.00'	58°01'56"	S70° 58' 31"W	11.64'
C7	16.77'	12.00'	80°04'35"	N10° 04' 52"E	15.44'
C8	18.85'	12.00'	90°00'00"	N74° 57' 26"W	16.97'
C9	18.85'	12.00'	90°00'00"	N15° 02' 34"E	16.97'
C13	18.57'	12.00'	88°38'57"	S35° 41' 02"E	16.77'
C14	18.85'	12.00'	90°00'00"	S53° 38' 27"W	16.97'
C15	72.86'	65.00'	64°13'39"	N18° 00' 20"E	69.11'
C16	16.60'	12.00'	79°15'03"	N89° 44' 41"E	15.31'
C17	18.85'	12.00'	90°00'00"	N15° 02' 34"E	16.97'
C18	42.58'	65.00'	37°31'45"	N78° 48' 26"E	41.82'
C19	33.18'	20.57'	92°25'10"	S36° 13' 06"E	29.70'
C20	18.85'	12.00'	90°00'00"	S54° 59' 29"W	16.97'

LEGEND

- = FOUND IRON ROD
- = PROPERTY LINE
- - - = EXISTING EASEMENT LINE
- - - = NEW EASEMENT LINE
- = CENTERLINE

KE KOEHLER
 ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services
 194 Oak-Creek Circle
 Cape Girardeau, MO 63701
 Phone: 573.335.3026 • Fax: 573.335.3049
 www.koehlerengineering.com



EASEMENT EXHIBIT FOR
RAMSAY'S RUN - PHASE 1
 BLOOMFIELD ROAD

CHRISTOPHER L. KOEHLER
 3120 E. BIRCH STREET
 CAPE GIRARDEAU, MO 63701



SEAL

STATE OF MISSOURI
 02/07/24
 CHRISTOPHER L. KOEHLER
 NUMBER 0270724
 PE - CIVIL

THIS DRAWING IS TO BE REPRODUCED WITHOUT THE PERMISSION OF KOEHLER ENGINEERING. NOT VALID FOR PROFESSIONAL PURPOSES UNLESS SIGNED AND SEALED.

REV	DATE	DESCRIPTION
1	10/22/22	ADDRESSED CITY COMMENTS
2	03/02/24	REVISED FOR AS-BUILT PLANS
3	03/07/24	ADDRESSED CITY COMMENTS

EASEMENT EXHIBIT

KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK	SHEET NO.
DRAWN BY AG	1 OF 2
CHECKED BY CK	
DATE 09/09/2022	

Ramsay's Run - Phase 1

EASEMENT DESCRIPTION:

THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 3.30 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 74°57'26" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A LENGTH OF 88.43 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 86.85 FEET); THENCE SOUTH 82°25'41" EAST, 314.09 FEET; THENCE SOUTH 07°34'19" WEST, 70.00 FEET; THENCE NORTH 82°25'41" WEST, 36.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET AND A LENGTH OF 9.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 73°31'44" WEST, 8.96 FEET); THENCE SOUTH 10°05'46" WEST, 183.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 11.51 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 52°32'17" EAST, 11.07 FEET); THENCE SOUTH 80°00'31" EAST, 77.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°59'29" EAST, 16.97 FEET); THENCE SOUTH 09°53'57" WEST, 111.86 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH 35°20'46" WEST, 16.87 FEET); THENCE NORTH 80°00'31" WEST, 76.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 12.15 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 70°58'31" WEST, 11.64 FEET); THENCE SOUTH 09°24'35" WEST, 146.98 FEET; THENCE SOUTH 81°21'33" EAST, 100.00 FEET; THENCE SOUTH 08°38'27" WEST, 25.00 FEET; THENCE NORTH 81°21'33" WEST, 110.00 FEET; THENCE NORTH 70°54'01" WEST, 98.16 FEET; THENCE NORTH 81°21'33" WEST, 86.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.03 FEET AND A LENGTH OF 161.66 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°44'02" WEST, 149.52 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.33 FEET AND A LENGTH OF 154.00 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 143.53 FEET); THENCE NORTH 50°07'10" EAST, 0.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 10°04'52" EAST, 15.44 FEET); THENCE NORTH 29°57'26" WEST, 113.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 74°57'26" WEST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 70.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TOWARDS THE NORTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 114.51 FEET; THENCE NORTH 60°02'34" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 1)

AND ALSO EXCEPTING THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 35°41'02" EAST, 16.77 FEET); THENCE SOUTH 08°38'27" WEST, 71.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 53°38'27" WEST, 16.97 FEET); THENCE NORTH 81°21'33" WEST, 110.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 76.29 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°44'02" WEST, 71.99 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 72.86 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 69.11 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.60 FEET (THE CHORD OF SAID CURVE BEARS NORTH 89°44'41" EAST, 15.31 FEET); THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A LENGTH OF 123.06 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 65°19'09" EAST, 121.72 FEET); THENCE SOUTH 80°00'31" EAST, 35.81 FEET TO THE POINT OF BEGINNING

(EXCEPTION 2)

AND ALSO EXCEPTING THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET; THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE CONTINUING SOUTH 29°57'26" EAST, 94.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 42.58 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 41.82 FEET); THENCE SOUTH 82°25'41" EAST, 175.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.57 FEET AND A LENGTH OF 33.18 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 36°13'06" EAST, 29.70 FEET); THENCE SOUTH 09°59'29" WEST, 159.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 54°59'29" WEST, 16.97 FEET); THENCE NORTH 80°00'31" WEST, 34.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET AND A LENGTH OF 139.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°58'58" WEST, 135.37 FEET); THENCE NORTH 29°57'26" WEST, 116.69 FEET TO THE POINT OF BEGINNING.



Civil Engineering and Surveying Services
194 Coker Lane - Cape Girardeau, MO 63701
Phone: 573.335.3026 - Fax: 573.335.3049
www.koehlerengineering.com



EASEMENT EXHIBIT FOR
RAMSAY'S RUN - PHASE 1
BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63701



THIS DRAWING IS NOT TO BE REPRODUCED WITHOUT THE PERMISSION OF KOEHLER ENGINEERING. NOT VALID FOR PROFESSIONAL PURPOSES UNLESS SIGNED AND SEALED.

REV	DATE	DESCRIPTION
1	10/27/22	ADDRESSED CITY COMMENTS
2	03/05/24	REVISED FOR AS-BUILT PLANS
3	03/01/24	ADDRESSED CITY COMMENTS

EASEMENT DESCRIPTION	
KELS PUCT NO.	OWNR PUCT NO.
37328	
DESIGNED BY	CK
DRAWN BY	AG
CHECKED BY	CK
DATE	09.09.2022

Ramsay's Run - Phase 1

EASEMENT DESCRIPTION:

THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 3.30 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ½" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 74°57'26" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET AND A LENGTH OF 88.43 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 86.85 FEET); THENCE SOUTH 82°25'41" EAST, 314.09 FEET; THENCE SOUTH 07°34'19" WEST, 70.00 FEET; THENCE NORTH 82°25'41" WEST, 36.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11.00 FEET AND A LENGTH OF 9.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 73°31'44" WEST, 8.96 FEET); THENCE SOUTH 10°05'46" WEST, 183.04 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 11.51 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 52°32'17" EAST, 11.07 FEET); THENCE SOUTH 80°00'31" EAST, 77.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°59'29" EAST, 16.97 FEET); THENCE SOUTH 09°53'57" WEST, 111.86 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH 35°20'46" WEST, 16.87 FEET); THENCE NORTH 80°00'31" WEST, 76.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 12.15 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 70°58'31" WEST, 11.64 FEET); THENCE SOUTH 09°24'35" WEST, 146.98 FEET; THENCE SOUTH 81°21'33" EAST, 100.00 FEET; THENCE SOUTH 08°38'27" WEST, 25.00 FEET; THENCE NORTH 81°21'33" WEST, 110.00 FEET; THENCE NORTH 70°54'01" WEST, 98.16 FEET; THENCE NORTH 81°21'33" WEST, 86.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.03 FEET AND A LENGTH OF 161.66 FEET (THE CHORD OF SAID CURVE BEARS NORTH

47°44'02" WEST, 149.52 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 119.33 FEET AND A LENGTH OF 154.00 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 143.53 FEET); THENCE NORTH 50°07'10" EAST, 0.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 10°04'52" EAST, 15.44 FEET); THENCE NORTH 29°57'26" WEST, 113.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 74°57'26" WEST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 70.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TOWARDS THE NORTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 29°57'26" WEST, 114.51 FEET; THENCE NORTH 60°02'34" EAST, 80.00 FEET TO THE POINT OF BEGINNING.

(EXCEPTION 1)

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SOUTH 09°53'57" WEST, 111.86 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.71 FEET (THE CHORD OF SAID CURVE BEARS NORTH 35°20'46" WEST, 16.87 FEET); THENCE NORTH 80°00'31" WEST, 76.71 FEET; THENCE NORTH 77°34'30" WEST, 94.21 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 35°41'02" EAST, 16.77 FEET); THENCE SOUTH 08°38'27" WEST, 71.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 53°38'27" WEST, 16.97 FEET); THENCE NORTH 81°21'33" WEST, 110.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 76.29 FEET (THE CHORD OF SAID CURVE BEARS NORTH 47°44'02" WEST, 71.99 FEET); THENCE NORTH 14°06'30" WEST, 21.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 72.86 FEET (THE CHORD OF SAID CURVE BEARS NORTH 18°00'20" EAST, 69.11 FEET); THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 16.60 FEET (THE CHORD OF SAID CURVE BEARS NORTH 89°44'41" EAST, 15.31 FEET); THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A LENGTH OF 123.06 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 65°19'09" EAST, 121.72 FEET); THENCE SOUTH 80°00'31" EAST, 35.81 FEET TO THE POINT OF BEGINNING

(EXCEPTION 2)

AND ALSO EXCEPTING THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **Cape Retirement Community, Inc., d/b/a Chateau Girardeau**, a Missouri corporation, of the County of Cape Girardeau, in the State of Missouri, **GRANTOR**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, organized and existing under the laws of the State of Missouri, of the County of Cape Girardeau in the State of Missouri, **GRANTEE** (hereinafter, the "**City**"), the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

EASEMENT DESCRIPTION:

THAT PART OF UNITED STATES PRIVATE SURVEY #317, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 3.30 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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(EXCEPTION AREA 1)

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PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND ½" DIA. IRON ROD MARKING THE COMMON CORNER OF UNITED STATES PRIVATE SURVEY NUMBERS 193, 194, 317, AND 787, THENCE SOUTH 84°08'09" EAST, WITH THE NORTH LINE OF SAID USPS #317, 1135.44 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 06°38'11" WEST, 443.72 FEET; THENCE SOUTH 45°17'56" EAST, 299.38 FEET; THENCE SOUTH 60°02'34" WEST, 49.76 FEET; THENCE SOUTH 29°57'26" EAST, 114.51 FEET; THENCE CONTINUING SOUTH 29°57'26" EAST, 94.00 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS NORTH 15°02'34" EAST, 16.97 FEET); THENCE NORTH 60°02'34" EAST, 8.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET AND A LENGTH OF 42.58 FEET (THE CHORD OF SAID CURVE BEARS NORTH 78°48'26" EAST, 41.82 FEET); THENCE SOUTH 82°25'41" EAST, 175.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.57 FEET AND A LENGTH OF 33.18 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 36°13'06" EAST, 29.70 FEET); THENCE SOUTH 09°59'29" WEST, 159.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET AND A LENGTH OF 18.85 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 54°59'29" WEST, 16.97 FEET); THENCE NORTH 80°00'31" WEST, 34.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET AND A LENGTH OF 139.77 FEET (THE CHORD OF SAID CURVE BEARS NORTH 54°58'58" WEST, 135.37 FEET); THENCE NORTH 29°57'26" WEST, 116.69 FEET TO THE POINT OF BEGINNING.

Said right, privilege, permission, and authority to enter on and upon the above described property is granted for the purpose of enabling the City as well as its agents, servants, and assigns to use said property to excavate, build, and construct certain utility improvements in, on, upon, or across said property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith.

This easement and the right, privilege, permission, and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand by its authorized representative on this 7th day of March, 2024.

Cape Retirement Community, Inc., d/b/a Chateau Girardeau

By: James R. Wilferth
James R. Wilferth,
President and CEO

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

BE IT REMEMBERED, that on this 7th day of March, 2024, before me, the undersigned a Notary Public in and for the County and State aforesaid, came **James R. Wilferth** to me personally known, who, being by me duly sworn, did state that he is the **President and CEO** of **Cape Retirement Community, Inc., d/b/a Chateau Girardeau**, a Missouri corporation, and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Cheryl L. Klueppel
Notary Public

My Commission expires:

09-07-2024



Staff: Jake Garrard, PE, City Engineer
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-053

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation for property located at 2520 Veterans Memorial Dr in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation for property located at 2520 Veterans Memorial Dr in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

Midamerica Hotels Corporation is building a new hotel near the intersection of N Kingshighway and Veterans Memorial Dr called TRU Hotel. They have constructed a water main extension through their property so that the fire hydrant can be nearer to the building. This water main will be turned over to the City as part of City infrastructure. For the City to maintain this line, we have come to an agreeance on a water line easement to allow the City access without issue.

FINANCIAL IMPACT

The Easement was donated.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

This easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate and repair a water line for the TRU Hotel property in, on, upon, under or across their property at 2520 Veterans Memorial Dr, together with all the useful necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Water Line Easement for property located at 2520 Veterans Memorial Dr in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
☐ PWE 2520_Veterans_Mem_Dr.doc	Ordinance
☐ GOOD_Water_Line_Esmt_EXHIBIT_TRU_Hotel.pdf	Exhibit
☐ GOOD_TRU_Hotel_Water_Main_Easement_Legal_Description.docx	Legal Description
☐ Water_Line_Easement_TRU_Hotel_EXECUTED.pdf	Agreement

BILL NO. 24-36

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FROM MIDAMERICA HOTELS CORPORATION FOR PROPERTY LOCATED AT 2520 VETERANS MEMORIAL DRIVE, 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, a Permanent Water Line Easement from Midamerica Hotels Corporation for property located at 2520 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri, described as follows:

ALL OF THAT PART OF LOT ONE (1) OF VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF THE VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, THENCE WITH THE SOUTHWEST LINE OF SAID LOT 1, SOUTH 55°16'01" EAST, 190.75 FEET; THENCE LEAVING SAID SW LINE NORTH 38°08'24" EAST, 9.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°23'58" WEST, 4.35 FEET; THENCE NORTH 30°07'29" EAST, 45.59 FEET; THENCE NORTH 14°57'06" WEST, 11.91 FEET; THENCE NORTH 75°02'54" EAST, 10.00 FEET; THENCE SOUTH 57°16'40" EAST, 21.40 FEET; THENCE SOUTH 30°10'59" WEST, 61.67 FEET; THENCE NORTH 55°23'58" WEST, 15.65 FEET TO THE POINT OF BEGINNING.

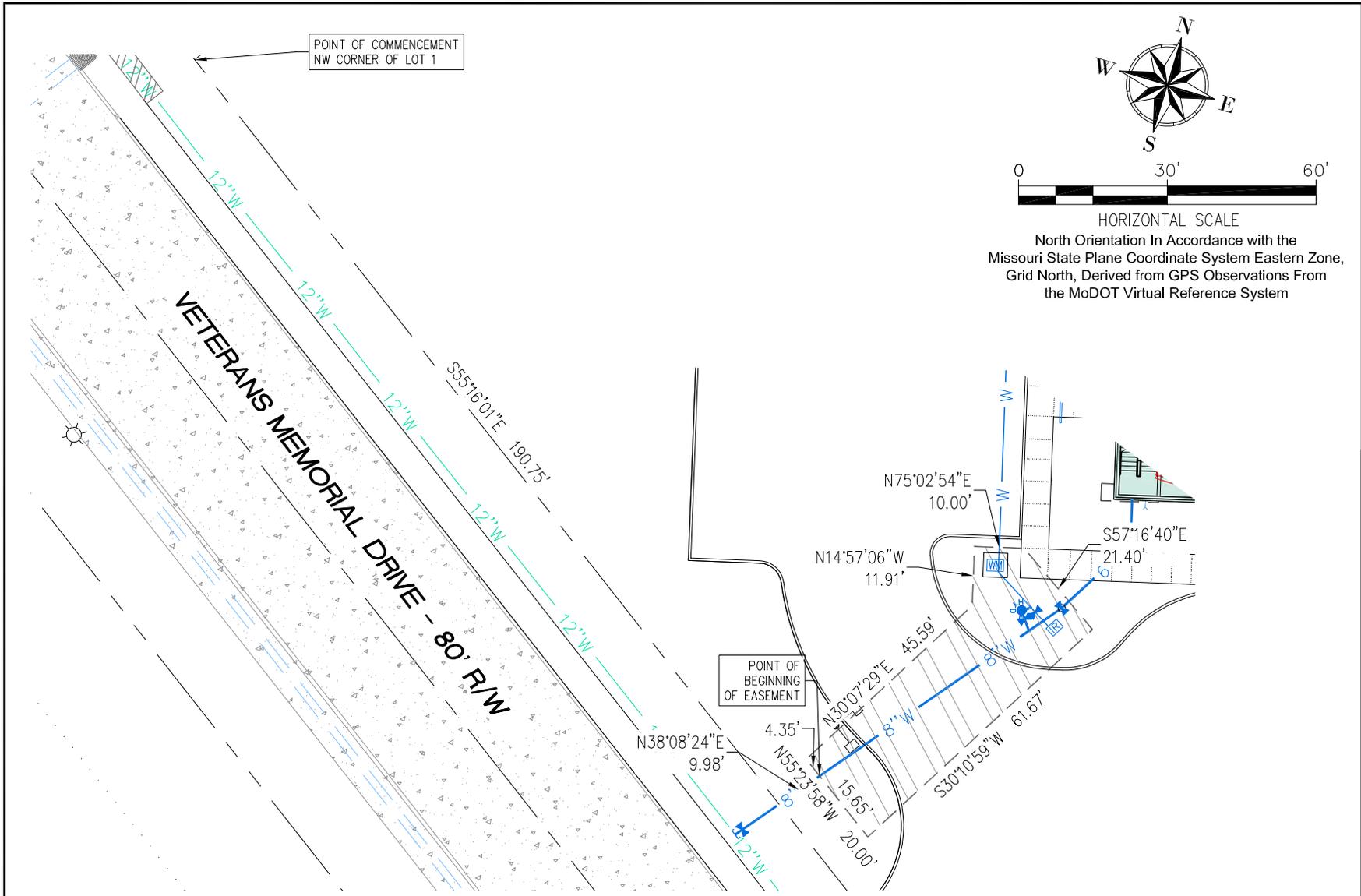
ARTICLE 2. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

ATTEST:

Bruce Taylor, Deputy City Clerk






 0 30' 60'
 HORIZONTAL SCALE
 North Orientation In Accordance with the
 Missouri State Plane Coordinate System Eastern Zone,
 Grid North, Derived from GPS Observations From
 the MoDOT Virtual Reference System

Description of Water Main Easement

LEGEND

	= BOUNDARY LINE
	= PROPOSED WATER MAIN EASEMENT

ALL OF THAT PART OF LOT ONE (1) OF VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF THE VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, THENCE WITH THE SOUTHWEST LINE OF SAID LOT 1, SOUTH 55°16'01" EAST, 190.75 FEET; THENCE LEAVING SAID SW LINE NORTH 38°08'24" EAST, 9.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°23'58" WEST, 4.35 FEET; THENCE NORTH 30°07'29" EAST, 45.59 FEET; THENCE NORTH 14°57'06" WEST, 11.91 FEET; THENCE NORTH 75°02'54" EAST, 10.00 FEET; THENCE SOUTH 57°16'40" EAST, 21.40 FEET; THENCE SOUTH 30°10'59" WEST, 61.67 FEET; THENCE NORTH 55°23'58" WEST, 15.65 FEET TO THE POINT OF BEGINNING.

DATE: 02/20/2024

DRAWING
1 of **1**

EASEMENT EXHIBIT FOR
TRU HOTEL

2520 VETERANS MEMORIAL DR.
CAPE GIRARDEAU, MO 63701

KE KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services
 194 Coker Lane - Cape Girardeau, MO 63701
 Phone: 572.335.3026
 www.koehlerengineering.com

ALL OF THAT PART OF LOT ONE (1) OF VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF THE VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, THENCE WITH THE SOUTHWEST LINE OF SAID LOT 1, SOUTH 55°16'01" EAST, 190.75 FEET; THENCE LEAVING SAID SW LINE NORTH 38°08'24" EAST, 9.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 55°23'58" WEST, 4.35 FEET; THENCE NORTH 30°07'29" EAST, 45.59 FEET; THENCE NORTH 14°57'06" WEST, 11.91 FEET; THENCE NORTH 75°02'54" EAST, 10.00 FEET; THENCE SOUTH 57°16'40" EAST, 21.40 FEET; THENCE SOUTH 30°10'59" WEST, 61.67 FEET; THENCE NORTH 55°23'58" WEST, 15.65 FEET TO THE POINT OF BEGINNING.

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **MIDAMERICA HOTELS CORPORATION**, hereinafter referred to as GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the "City", the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

ALL OF THAT PART OF LOT ONE (1) OF VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF THE VETERANS POINT SUBDIVISION AS RECORDED IN DOCUMENT NO. 2023-05331 IN THE COUNTY LAND RECORDS, THENCE WITH THE SOUTHWEST LINE OF SAID LOT 1, SOUTH 55°16'01" EAST, 190.75 FEET; THENCE LEAVING SAID SW LINE NORTH 38°08'24" EAST, 9.98 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 55°23'58" WEST, 4.35 FEET; THENCE NORTH 30°07'29" EAST, 45.59 FEET; THENCE NORTH 14°57'06" WEST, 11.91 FEET; THENCE NORTH 75°02'54" EAST, 10.00 FEET; THENCE SOUTH 57°16'40" EAST, 21.40 FEET; THENCE SOUTH 30°10'59" WEST, 61.67 FEET; THENCE NORTH 55°23'58" WEST, 15.65 FEET TO THE POINT OF BEGINNING.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property for the management of water infrastructure for the purpose of enabling the City of Cape Girardeau, Missouri, its agents, servants and assigns to excavate, build, maintain, construct, operate, and repair said water utilities from time to time, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

This easement and the right, privilege, permission and authority herein granted is perpetual and shall run with the land and be binding upon the successors, heirs and assigns of the respective parties.

The undersigned covenant that he/she is the owner in fee simple of the above described property and has the legal right to convey same.

IN WITNESS WHEREOF, the undersigned has executed this easement this 26th day of February, 2024.

MIDAMERICA HOTELS CORPORATION

[Handwritten Signature]

Signature

DANIEL M. DENEY PRESIDENT

Printed Name and Title

STATE OF MISSOURI)

) ss.

COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 26th day of February, 2024 before me, the undersigned notary public, personally appeared Daniel M. Denevy, who being by me duly sworn, did state that he/she is the authorized representative for MIDAMERICA HOTELS CORPORATION, and that the within instrument was executed on behalf of said Corporation, and acknowledged that he/she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Melanie R. Cantrell

Notary Public

Melanie R. Cantrell

Notary Printed Name

My Commission expires:

June 9, 2024



MELANIE R. CANTRELL
My Commission Expires
June 9, 2024
Cape Girardeau County
Commission #12573011

Staff: Jake Garrard, PE, City Engineer
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-054

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from SIMX Holdings, Inc. for property located at 4269 Nash Rd in Scott County, Missouri.

EXECUTIVE SUMMARY

For the construction of a new water main crossing from the north side to the south side of Nash Rd and for the installation of a new fire hydrant, a water line easement is required over the property at 4269 Nash Rd where the new water main and hydrant will be located.

BACKGROUND/DISCUSSION

Clark and Sons, original owners of this property on the south side of Nash Rd, began development of a building in this location in 2019. The Water System along Nash Road is owned by the City of Cape Girardeau. In order to be able to use the potable water supply, Clark and Sons signed the Annexation and Petition Agreements which means they must build to City Specs. This required a new Fire Hydrant to be installed on the south side of Nash Rd to serve the new building and future buildings. The new Fire Hydrant requires a water main extension. Even though it has been several years, they are now moving forward with constructing additional buildings in this area and therefore the new main extension and fire hydrant need to be installed. Clark and Sons sold one of their original lots to SIMX Holdings, Inc. It is the SIMX Holdings, Inc. lot where the new water main and hydrant are plan to be located. SIMX Holdings, Inc., in conjunction with Clark and Sons, has agreed to the water main & hydrant location on their property and are granting the City of Cape the needed Water Line Easement.

FINANCIAL IMPACT

The Easement was donated. The property owners will pay for the cost of recording the new easement.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair Water System Infrastructure in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting the Water Line Easement for property located at 4269 Nash Rd in Scott County, Missouri.

ATTACHMENTS:	
Name:	Description:
PWE_SIMX_4269_Nash_Rd.doc	Ordinance
Esmt_EXHIBIT_for_4269_Nash_Rd_color_copy_GOOD.pdf	Exhibit
Legal_Description_Water_Line_Esmt_GOOD.doc	Legal Description
Permanent_Water_Line_Easement_4269_Nash_Rd_EXECUTED.pdf	Agreement

BILL NO. 24-37

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FROM SIMX HOLDINGS, INC., FOR PROPERTY LOCATED AT 4269 NASH ROAD IN SCOTT COUNTY, 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, a Permanent Water Line Easement from SIMX HOLDINGS, INC., for property located at 4269 Nash Road in Scott County, Missouri, described as follows:

A PART OF THE NORTHWEST QUARTER, SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF SCOTT, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN (SET) AT THE NORTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NUMBER 20201214 IN THE LAND RECORDS OF SCOTT COUNTY; THENCE S 00° 45' 35" E, 60.00 FEET; THENCE N 89° 49' 42" E, 191.95 FEET; THENCE N 00° 45' 35" W, 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "AB"; THENCE S 89° 49' 42" W, 191.95 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS.

ARTICLE 2. 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

Water Line Easement 4269 Nash Rd

Nash Rd

POB

S 89° 49' 42" W 191.95 FT

**S 00° 45' 35" E
60.0 FT**

**N 00° 45' 35" W
60.0 FT**

N 89° 49' 42" E 191.95 FT

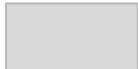
4339

4269

4239



New Easement



Existing Easements



Parcel



LEGEND



Date: 2/15/2024

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU

Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.



Bowen

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

ENGINEERING & SURVEYING

Incorporated

DESCRIPTION – 0.26 Acre Tract WATER LINE EASEMENT

A PART OF THE NORTHWEST QUARTER, SOUTHWEST QUARTER, SECTION 26,
TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL
MERIDIAN, COUNTY OF SCOTT, STATE OF MISSOURI, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN (SET) AT THE NORTHWEST CORNER OF
A TRACT OF LAND RECORDED IN DOCUMENT NUMBER 20201214 IN THE LAND
RECORDS OF SCOTT COUNTY; THENCE S 00° 45' 35" E,
60.00 FEET; THENCE N 89° 49' 42" E, 191.95 FEET; THENCE
N 00° 45' 35" W, 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF
MISSOURI STATE ROUTE "AB"; THENCE S 89° 49' 42" W, 191.95 FEET
ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING,
CONTAINING 0.26 ACRES, MORE OR LESS.

PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **SIMX HOLDINGS, INC., an Illinois Corporation**, hereinafter referred to as GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the "City", the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the County of Scott, State of Missouri, to-wit:

A PART OF THE NORTHWEST QUARTER, SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF SCOTT, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN (SET) AT THE NORTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NUMBER 20201214 IN THE LAND RECORDS OF SCOTT COUNTY; THENCE S 00° 45' 35" E, 60.00 FEET; THENCE N 89° 49' 42" E, 191.95 FEET; THENCE N 00° 45' 35" W, 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "AB"; THENCE S 89° 49' 42" W, 191.95 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property for the management of water infrastructure for the purpose of enabling the City of Cape Girardeau, Missouri, its agents, servants and assigns to excavate, build, maintain, construct, operate, and repair said water infrastructure from time to time, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

This easement and the right, privilege, permission and authority herein granted is perpetual and shall run with the land and be binding upon the successors, heirs and assigns of the respective parties.

Signature page to follow

The undersigned covenant that he/she is the owner in fee simple of the above described property and has the legal right to convey same.

IN WITNESS WHEREOF, the undersigned has executed this easement this 14 day of February, 2024.

SIMX HOLDINGS, INC.

[Signature]

Signature

President

Title

STATE OF Illinois)
) ss.
COUNTY OF Perry)

BE IT REMEMBERED, that on this 14 day of February, 2024 before me, the undersigned notary public, personally appeared MARK Arbeiter, who being by me duly sworn, did state that he/she is the authorized representative for SIMX HOLDINGS, INC, an Illinois Corporation, and that the within instrument was executed on behalf of said corporation, and acknowledged that he/she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

[Signature]
Notary Public

Terry D. Oetjen
Notary Printed Name

My Commission expires:

10-4-2027



Staff: Jake Garrard, PE, City Engineer
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-056

SUBJECT

A Resolution Authorizing the City Manager to Execute an Agreement with Lappe Cement Finishing, Inc. for the 2024 Asphalt Overlay Program.

EXECUTIVE SUMMARY

The improvements consist of milling and asphalt overlaying streets including sidewalk reconstruction, curb reconstruction, and tree removal where necessary on various streets within the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The 2024 Asphalt Overlay Program is funded through the Transportation Trust Fund Phase 6 (TTF6).

The Notice to Bid was advertised publicly, and two (2) bids were received on March 26, 2024. The low bid, submitted by Lappe Cement Finishing, Inc. was in the amount of \$650,000.00. The Engineer's Estimate of Cost was \$724,453.50.

FINANCIAL IMPACT

The cost of this project is being funded through TTF6.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City is responsible for the routine maintenance of existing City streets and public alleys. This requires funding to be allotted for the cost of this maintenance work in the City's annual budget. The five previous TTF programs have provided better street surfaces and paved alleys.

STAFF RECOMMENDATION

Staff recommends Council approve a Resolution authorizing the City Manager to enter into a contract with Lappe Cement Finishing, Inc., for the 2024 Asphalt Overlay.

ATTACHMENTS:	
Name:	Description:
☐ Agreement_Lappe Asphalt Overlay_2024.doc	Resolution
☐ Agreement_6283_unsigned.pdf	Contract with Lappe Cement
☐ Bid_Tabulation_-_Signed.pdf	Bid Tabulation

BILL NO. 24-38

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LAPPE CEMENT FINISHING, INC., FOR THE 2024 ASPHALT OVERLAY PROGRAM 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 Lappe Cement Finishing, Inc., for the 2024 Asphalt Overlay Program. 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 such 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
Lappe Cement Finishing, 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: *The project improvements consist of milling and asphalt overlaying streets including sidewalk reconstruction, curb reconstruction, and tree removal where necessary on various streets within the City of Cape Girardeau.*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *2024 Asphalt Overlay Program*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed in-house.

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 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions~~ by October 25th, 2024, within 210 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 **\$ 1000** for each 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~~ and ready for final payment.
 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 \$ 1100 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.
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 1 to 7, inclusive).
 - 2. Performance bond (pages [redacted] to [redacted], inclusive).
 - 3. Payment bond (pages [redacted] to [redacted], inclusive).
 - 4. General Conditions and Supplementary Conditions (pages [redacted] to [redacted], inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of [redacted] sheets with each sheet bearing the following general title: [redacted].
 - 7. Addenda (numbers 1 to 1, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
 - 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 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. 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: Lappe Cement Finishing, Inc.

By: Dr. 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:

Development Services Department, City Hall

Lappe Cement Finishing, Inc.

44 N. Lorimier Street

2710 County Road 413

Cape Girardeau, MO 63701

Friedheim, MO 63747

License No.: _____

(where applicable)

EXHIBIT A

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

BID FORM

PROJECT IDENTIFICATION:

The project improvements consist of milling and asphalt overlaying streets including sidewalk reconstruction, installation of ADA compliant ramps, and tree removal where necessary on various streets within the City of Cape Girardeau.

CONTRACT IDENTIFICATION:

Project Name: **2024 Asphalt Overlay Program**

City Project Number: **6283**

Issue Date: **March 2024**

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted through the City's E-Procurement system.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>3/22/24</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all, if any: (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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.

- 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 anything 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

- 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

- 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]*

_____ Lappe Cement Finishing, Inc. _____

By: _____
[Signature] _____ Randy Lappe _____

[Printed name] _____ Randy Lappe _____

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

Attest:
[Signature]

Melissa L. Hayden

[Printed name]

Melissa L. Hayden

Title:

Office Manager

Submittal Date:

March 26, 2024

Address for giving notices:

2710 County Road 413
Friedheim, MO 63747

Telephone Number:

573-547-5713

Fax Number:

None

Contact Name and e-mail address:

Randy Lappe

lappement@ccilink.net

Bidder's License No.:

N/A
(where applicable)

2024 Asphalt Overlay Program - Itemized Bid Form

Item #	Item Description	Unit	Quantity	Unit Price	Item Total
1	Street Milling	SY	10228.00	\$ 4.00	\$ 40,912.00
2	Liquid Asphalt (Tack Coat)	Gal	1035.00	\$ 3.00	\$ 3,105.00
3	Asphaltic Concrete (2" or 4" BP-2)	Ton	1521.00	\$ 100.00	\$ 152,100.00
4	Full Depth Repair	SY	35.00	\$ 60.00	\$ 2,100.00
5	R&R Concrete Curb and Gutter	LF	3173.00	\$ 47.40	\$ 150,400.20
6	R&R Concrete Sidewalk	SF	19415.00	\$ 9.30	\$ 180,559.50
7	Pavement Removal	SF	6470.00	\$ 2.65	\$ 17,145.50
8	R&R Concrete Driveway	SF	5985.00	\$ 9.44	\$ 56,498.40
9	ADA Ramp	Each	10.00	\$ 1,455.00	\$ 14,550.00
10	Adjust Manhole	Each	5.00	\$ 1,630.00	\$ 8,150.00
11	Adjust Valve	Each	6.00	\$ 100.00	\$ 600.00
12	Temporary Traffic Control	LS	1.00	\$ 7,900.00	\$ 7,900.00
13	Temporary Erosion Control	LS	1.00	\$ 2,000.00	\$ 2,000.00
14	Tree Removal	Each	5.00	\$ 1,245.00	\$ 6,225.00
15	Pop Up Drain	Each	2.00	\$ 127.20	\$ 254.40
16	Clearing and Grubbing	AC	0.02	\$ 175,000.00	\$ 3,500.00
17	Alley Preparation	EA	1.00	\$ 4,000.00	\$ 4,000.00
Total Bid:					\$ 650,000.00

John R. Ashcroft Secretary of State
 2023-2024 BIENNIAL REGISTRATION REPORT
 BUSINESS

00208985
Date Filed: 4/27/2023
John R. Ashcroft
Missouri Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 7/31/2023

00208985
 LAPPE CEMENT FINISHING, INC.
 RANDY J LAPPE
 2710 COUNTY ROAD 413
 FRIEHEIM MO 63747

RENEWAL MONTH: APRIL <input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: * 2710 County Road 413 (Required)
STREET Friedheim MO 63747-7468	CITY / STATE ZIP

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent
 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW																																														
<table style="width: 100%;"> <tr> <td style="width: 15%;"><u>PRESIDENT</u></td> <td>Lappe, Randy Joseph 2710 County Road 413</td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td>Friedheim MO 63747</td> </tr> <tr> <td><u>SECRETARY</u></td> <td>Lappe, Alexander Joseph 1286 PCR 630</td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td>Perryville MO 63775</td> </tr> <tr> <td><u>TREASURER</u></td> <td>Schuchart, Daniel R. Jr. 17912 County Road 527</td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td>Bloomfield MO 63825</td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td></td> </tr> </table>	<u>PRESIDENT</u>	Lappe, Randy Joseph 2710 County Road 413	STREET		CITY/STATE/ZIP	Friedheim MO 63747	<u>SECRETARY</u>	Lappe, Alexander Joseph 1286 PCR 630	STREET		CITY/STATE/ZIP	Perryville MO 63775	<u>TREASURER</u>	Schuchart, Daniel R. Jr. 17912 County Road 527	STREET		CITY/STATE/ZIP	Bloomfield MO 63825	STREET		CITY/STATE/ZIP		<table style="width: 100%;"> <tr> <td style="width: 15%;"><u>NAME</u></td> <td>Lappe, Randy Joseph</td> </tr> <tr> <td>STREET</td> <td>2710 County Road 413</td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td>Friedheim MO 63747</td> </tr> <tr> <td><u>NAME</u></td> <td></td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td></td> </tr> <tr> <td><u>NAME</u></td> <td></td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td></td> </tr> <tr> <td><u>NAME</u></td> <td></td> </tr> <tr> <td>STREET</td> <td></td> </tr> <tr> <td>CITY/STATE/ZIP</td> <td></td> </tr> </table>	<u>NAME</u>	Lappe, Randy Joseph	STREET	2710 County Road 413	CITY/STATE/ZIP	Friedheim MO 63747	<u>NAME</u>		STREET		CITY/STATE/ZIP		<u>NAME</u>		STREET		CITY/STATE/ZIP		<u>NAME</u>		STREET		CITY/STATE/ZIP	
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NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED																																															

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here: RANDY JOSEPH LAPPE (Required)

Please print name and title of signer: RANDY JOSEPH LAPPE / President

NAME TITLE

REGISTRATION REPORT FEE IS:

\$40.00 if filed on or before 7/31/2023 *pd.*

\$55.00 if filed on or before 8/31/2023

\$70.00 if filed on or before 9/30/2023

\$85.00 if filed on or before 10/31/2023

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): lappacement@cclink.net

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

* Good for 2 yrs *

BIDDER'S QUALIFICATION STATEMENT

Business Name: LAPPE CEMENT FINISHING, INC.
Address: 2710 County Road 413 * Friedheim, MO
63747
Phone Number: (573) 547-5713
Federal ID Number: 43-1168974
State of Incorporation: MISSOURI
Date of Qualification to do Business: MARCH 26TH, 1979

Projects Completed:

1. **Boxwood Drive Box Culvert - \$150,365.44**
City of Cape Girardeau
401 Independence St.
Cape Girardeau, MO 63703 (573) 339-6327 **Completed: 3/6/2018**
2. **Bloomfield Road Phase V, No. 6158 - \$2,697,491.33**
City of Cape Girardeau
401 Independence St.
Cape Girardeau, MO 63703 (573) 339-6327 **Completed: 3/20/2019**
3. **2018 Jackson Street Patches - \$332,139.05**
City of Jackson
101 Court Street
Jackson, MO 63755 (573) 243-2300 **Completed:**
10/10/2018
4. **Morehouse Water System Improvements - \$1,866,882.90**
City of Morehouse
506B E. Beech St
Morehouse, MO 63868 (573) 667-5251 **Completed:**
01/15/2020
5. **Sycamore Road Improvements - \$1,365,102.76**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 **Completed: 8/13/2020**
6. **MODOT – Contract ID: 190215-H01 – Hwy 25- Stoddard County - \$390,154.80**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 **Completed: 5/8/2020**
Subcontracted by: Emery Sapp * 2301 I-70 Drive NW * Columbia, MO 65202
7. **East Main & Shawnee Blvd. Roundabout - \$762,042.22**
City of Jackson
101 Court Street
Jackson, MO 63755 (573) 243-2300 **Completed: 6/30/2020**
8. **2020 Street Improvements - Perryville - \$785,474.49**

City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310

Completed: 11/26/2020

9. Fifth Street Improvements – TAP-2600(612) - \$685,639.50

City of Festus ~ c/o Cochran Engineering
711 West Main Street
Festus, MO 63028 (314) 842-4033

Completed: 7/8/2021

10. Desloge State Street Improvements - \$1,914,465.84

City of Desloge
300 North Lincoln
Desloge, MO 63601 (573) 431-3700

Completed: 11/18/2021

11. 2021 Street Improvements - Perryville - \$924,043.20

City of Perryville ~ c/o Baer Engineering
215 West Street
Perryville, MO 63775 (573) 547-2310

Completed: 3/21/2022

12. MODOT – Contract ID: 210219-H02 - Stoddard County - \$1,476,124.21

MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781

Completed: 01/31/2022

13. Northeast Outfall Sewer Replacement Project – Phase II - \$1,202,737.60

City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310

Completed: 11/23/2022

14. Ranken Technical School - \$500,739.00

City of Perryville
215 N. West Street
Perryville, MO 63775 (573) 547-2594

Completed: 4/28/2023

*Subcontracted by: RIHC * 2411 Walters Dr. * Perryville, MO 63775*

15. Reconstruction of Baker Lane - \$248,721.70

City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512

Completed: 5/31/2022

16. MODOT – Contract ID: 220415-H06 – Perry County - \$1,583,521.50

MO Dept. of Transportation
198 Hwy Y
Jackson, MO 63755 (573) 243-0899

Completed: 10/11/2022

17. Sprigg Street Improvements - \$1,053,715.85

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327

Completed: 09/22/2022

18. 2022 Asphalt Overlays - \$463,710.66

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327

Completed: 06/19/2023

Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702

19. 2022 Cape Street Patches - \$1,208,840.32
City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327 **Completed: 04/13/2023**

20. 2022 Street Improvements – N. Moulton Street - \$679,062.59
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 **Completed: 04/14/2023**

21. Perryville Fire Station - \$125,404.00
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 **Completed: 03/13/2023**
Subcontracted by: Zoellner Const. * 2015 S. Perryville Blvd. * Perryville, MO 63775

22. MODOT – Contract ID: 220819-H04 – Dunklin Co. - \$278,933.90
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 **Completed: 04/12/2023**
Subcontracted by: Pace Construction Co. * 1620 Woodson Road * St. Louis, MO 63368

23. MODOT – Contract ID: 221021-H01 – Butler Co. - \$448,281.40
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 **Completed: 05/16/2023**
Subcontracted by: Pace Construction Co. * 1620 Woodson Road * St. Louis, MO 63368

24. Chick-Fil-A Restaurant P. Lot – Cape Girardeau - \$595,024.51
Chick-Fil-A
3333 Gordonville Rd.
Cape Girardeau, MO (815) 568-1880 **Completed: 04/28/23**
Subcontracted by: Gallant Bldg. Solutions * 345 Memorial Dr. * Crystal Lake, IL 60014

25. Larcel Drive - \$484,484.00
City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512 **Completed: 9/7/2023**

26. Shared Use Path – Phase II - \$635,312.54
City of Perryville
215 N. West Street
Perryville, MO 63775 (573) 547-2594 **Completed: 10/27/2023**

27. 2023 Sikeston Street Improvements - \$278,078.00
City of Sikeston
105 East Center Street

Sikeston, MO 63801 (573) 471-2512 Completed: 6/19/2023
Subcontracted by: ASA Asphalt * PO Box 637 * Cape Girardeau, MO 63702

SCOPE OF WORK FOR ALL PROJECTS COMPLETED AS REFERENCES:
STREET RECONSTRUCTION, NEW CONSTRUCTION, WATER LINES &
STORM SEWER INSTALLATION AND/OR OTHER MISCELLANEOUS
CONCRETE REPAIRS.

**Financial Statement can be provided if Lappe Cement Finishing, Inc. is the
apparent low bidder.**

BIDDER'S QUALIFICATION STATEMENT

Business Name: LAPPE CEMENT FINISHING, INC.
Address: 2710 County Road 413 * Friedheim, MO
63747
Phone Number: (573) 547-5713
Federal ID Number: 43-1168974
State of Incorporation: MISSOURI
Date of Qualification to do Business: MARCH 26TH, 1979

Projects Currently Under Construction/Contract for 2023/2024

1. **Outer Road Improvements Program - \$1,489,218.75**
City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512
2. **TAP-1501(020) – Pedestrian Walkway & Kingshighway Intersection Improvements - \$535,079.88**
City of Cape Girardeau
44 N. Lorimier
Cape Girardeau, MO 63701 (573) 339-6327
3. **MODOT – Contract ID: 230317-H03 – Dunklin & New Madrid Co. - \$422,891.00**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781
Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702
4. **Perryville Joint Justice Center - \$558,755.00**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310
Subcontracted by: Zoellner Const. * 2015 S. Perryville Blvd. * Perryville, MO 63775
5. **2023 Concrete Street Repair - \$1,410,902.79**
City of Cape Girardeau
44 N. Lorimier
Cape Girardeau, MO 63701 (573) 339-6327
6. **2023 Fredericktown Waterline Replacement - \$492,112.00**
City of Fredericktown – c/o Baer Engineering – (573) 547-2310
124 W. Main St.
Fredericktown, MO 63645

7. 2023 Asphalt Overlay - \$161,029.11

City of Cape Girardeau

44 N. Lorimier

Cape Girardeau, MO 63701 (573) 339-6327

Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702

8. MODOT – Contract ID: 230616-H02 – Cape Girardeau Co. - \$204,203.82

MO Dept. of Transportation

105 W. Capitol

Jefferson City, MO 65102

Subcontracted by: Pace Construction Co. * 1620 Woodson Road * St. Louis, MO 63368

SCOPE OF WORK FOR ALL PROJECTS UNDER CONSTRUCTION:
STREET/INTERSECTION RECONSTRUCTION, SIDEWALK/TRAIL
CONSTRUCTION, CURB & GUTTER INSTALLATION, AND/OR OTHER
MISCELLANEOUS CONCRETE REPAIRS.

Equipment Available for Job Construction:

1. Excavators
2. Trailers
3. Concrete Saws & Other Small Tools
4. Bobcats
5. Dump Trucks

**FINANCIAL STATEMENT WILL BE PROVIDED IF LAPPE CEMENT
FINISHING, INC. IS THE APPARENT LOW BIDDER**

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) Randy Lappe as (Office Held) President of (Company Name/Contractor) Lappe Cement Finishing, Inc. and first being duly sworn, on my oath, affirm as follows:

1. (Company name/Contractor) Lappe Cement Finishing, Inc. is enrolled in and will continue to participate in a federal work authorization program in respect to the employees that will work in connection with the contracted services related to (Project Name) 2024 Asphalt Overlay Program for the duration of the contract in accordance with RSMo Chapter 258.530(2).
2. I also affirm that (Company Name/Contractor) Lappe Cement Finishing, Inc. does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to (Project Name) 2024 Asphalt Overlay Program 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.)

Lappe Cement Finishing, Inc.
(Name of Corporation)

BY: Randy Lappe President
(Name of Officer of Corporation and Title)

ATTEST:

Alex Lappe
Secretary



(SEAL OF CORPORATION)

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

On this 25th day of March, 2024, before me appeared Randy Lappe to me personally known, who, being by me duly sworn, did say that he/she is the President of Lappe Cement Finishing, 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 in Perryville, Missouri, the day and year first above written.

Melissa L. Hayden
Notary Public

My Commission Expires:

April 30, 2024

MELISSA L. HAYDEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES APR. 30, 2024
ID #12542641



Company ID Number: 189854

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Lappe Cement Finishing, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 189854

Approved by:

Employer Lappe Cement Finishing, Inc.	
Name (Please Type or Print) Randy J Lappe	Title
Signature Electronically Signed	Date 02/12/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2009

EXHIBIT
AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) Randy Lappe as (Office Held) President of (Company Name/Contractor) Lappe Cement Finishing, Inc. and first being duly sworn, on my oath, affirm in connection with the contracted services related to 2024 Asphalt Overlay Program (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.

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.)

Lappe Cement Finishing, Inc.
(name of corporation)

By: Randy Lappe, President
(name of officer of corporation and title)

ATTEST:

Alex Lappe
Secretary (or other officer)

(SEAL OF CORPORATION)

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

On this 25th day of March, 2024, before me appeared Randy Lappe, to me personally known, who, being by me duly sworn, did say that he is the President of Lappe Cement Finishing, 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 in Cape Girardeau, Missouri, the day and year first above written.

Melissa L. Hayden
Notary Public

My Commission Expires:

April 30, 2024

MELISSA L. HAYDEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES APR. 30, 2024
ID #12542641

EXHIBIT
AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) Randy Lappe as (Office Held) President of (Company Name/Contractor) Lappe Cement Finishing, Inc. and first being duly sworn, on my oath, affirm in connection with the contracted services related to 2024 Asphalt Overlay Program (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.

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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.)

Lappe Cement Finishing, Inc.
(name of corporation)

By: Randy Lappe, President
(name of officer of corporation and title)

ATTEST:

Alex Lappe
Secretary (or other officer)

(SEAL OF CORPORATION)

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

On this 25th day of March, 2024, before me appeared Randy Lappe, to me personally known, who, being by me duly sworn, did say that he is the President of Lappe Cement Finishing, 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 in Cape Girardeau, Missouri, the day and year first above written.

Melissa L. Hayden
Notary Public

My Commission Expires:

April 30, 2024

MELISSA L. HAYDEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES APR. 30, 2024
ID #12542641

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.

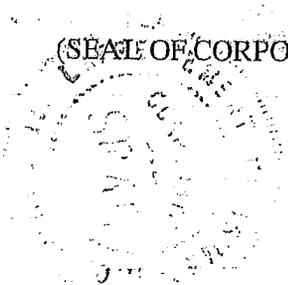
Lappe Cement Finishing, Inc.
(Name of Corporation)

By: *Randall*, President
(Name of Officer of Corporation and Title)

ATTEST:

Alex Payne
Secretary (or other officer)

(SEAL OF CORPORATION)



STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

On this 25th day of March, 2024, before me appeared Randy Lappe,
to me personally known, who, being by me duly sworn, did say that he is the President
of Lappe Cement Finishing, 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.

Melissa L. Hayden
Notary Public

My Commission Expires:

April 30, 2024

MELISSA L. HAYDEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES APR. 30, 2024
ID #12542641

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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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.

Lappe Cement Finishing, Inc.

(Name of Corporation)

By:

Raymond, President
(Name of Officer of Corporation and Title)

ATTEST:

Alex Rayne
Secretary (or other officer)

(SEAL OF CORPORATION)



STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

On this 25th day of March, 2024, before me appeared Randy Lappe,
to me personally known, who, being by me duly sworn, did say that he is the President
of Lappe Cement Finishing, 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.

Melissa L. Hayden
Notary Public

My Commission Expires:

April 30, 2024

MELISSA L. HAYDEN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES APR. 30, 2024
ID #12542641



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

LAPPE CEMENT FINISHING, INC.

2710 COUNTY ROAD 413, FRIEDHEIM, MO 637477468

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

44 N Lorimier Street, Cape Girardeau, MO 63701

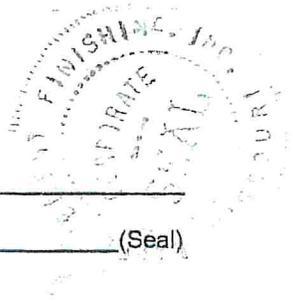
as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2024 Asphalt Overlay

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 18th day of March, 2024.



LAPPE CEMENT FINISHING, INC.

By Raul Lopez (Seal)

(PRINCIPAL)

President

(TITLE)

UNITED FIRE & CASUALTY COMPANY

(SURETY)



By Jerina McAllaha
(ATTORNEY-IN-FACT)

Melissa L. Hoyle
(WITNESS)

Jasa Munnix
(WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.:
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Obligees:
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

City of Cape Girardeau 44 N Lorimier Street, Cape Girardeau, MO 63701

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 NASH, JULIA NELSON, JOSHUA DAUME, TERINA DILLAHAY, 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 \$20,000,000.00 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 July 17th, 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 18th day of March, 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 18th day of March, 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

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 18th day of March, 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

CITY of CAPE GIRARDEAU

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The contractor hereby certifies to the best of its knowledge and belief and that it and its principals and its subcontractors and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this contractor or termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years or both.

Randy Lappe, President
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

3/25/24
Date

I am unable to certify to the above statement. My explanation is attached.

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-057

SUBJECT

A Motion to Accept the Improvements and Authorize Final Payment to Nip Kelley Equipment Company, Inc. for the 2022-2023 CIST Street Repair.

EXECUTIVE SUMMARY

The locations for the work performed were Lacey Street from Broadway to the Top of Hill, Lacey Street from Parking Lot to N. Sunset Boulevard, Beaver creek Drive from N. Mount Auburn Road to 3011 Beaver creek Drive, 3075 to 3107 Beaver creek Drive, Beaver creek Drive at Arrowhead Court, Beaver creek Drive Cul-de-Sac, 204 to 290 Rockport Drive; 1805 to 1841 Lakeshore Drive, Lakeshore Drive at Bernice Street; 2007 to 2034 Kenneth Drive; S. Broadview Street from Tanner Drive to Golden Street; Fitzgerald Drive from N. Main Street to Cape Meadows Circle; 516 to 1721 Cape Meadows Circle, Cape Meadows Circle from 524 Cape Meadows Drive to McKenna Drive, Cape Meadows Circle at Fitzgerald Drive intersection.

The improvements consisted of removing and replacing concrete streets as shown in the project plans, removal and replacement of portions of street, curb, gutter, adjustments to existing manholes, inlets, and utility castings as noted for each location, all as described in the contract documents. The streets are located in various areas within the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The City has designated a portion of the Capital Improvement Sales Tax revenues to street repair. The 2022-2023 CIST Street Repair project was funded with Capital Improvement Sales Tax - General Improvements. The work was designed by City staff and the call for bids was publicly advertised. On August 30, 2022, five (5) bids were received; the high was \$1,202,271.08 and \$913,594.53 was the low bid. One (1) bid was below the Engineer's Estimate.

FINANCIAL IMPACT

The construction contract was issued to the low bidder, Nip Kelley Equipment Company, Inc., for the bid amount of \$913,594..53 with funding from the Capital Improvement Sales Tax - General Improvements fund.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City is responsible for the routine maintenance of existing City streets and public alleys. This requires

funding to be allotted for the cost of this maintenance work in the City's annual budget. The contract used monies set aside in the Capital Improvement Sales Tax - General Improvements fund for these upgrades.

STAFF RECOMMENDATION

Staff recommends the Council Approve the Improvements as presented and Authorize Final Payment to Nip Kelley Equipment Company, Inc. for the 2022-2023 CIST Street Repair.

ATTACHMENTS:	
Name:	Description:
📎 <u>Engineers_Final_Report_on_the_2022_23_CIST_Street_Repair.pdf</u>	Engineer's Final Report 6269

March 21, 2024

Engineer's Final Report on the 2022-2023 CIST Street Repair

To the City Manager
Of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report that the improvements under the 2022-2023 CIST Street Repair, Project #6269, have been completed by Nip Kelley Equipment Co., Inc. The locations for the work included are on Lacey Street from Broadway to the Top of Hill, Lacey Street from Parking Lot to N. Sunset Boulevard, Beaver creek Drive from N. Mount Auburn Road to 3011 Beaver creek Drive, 3075 to 3107 Beaver creek Drive, Beaver creek Drive at Arrowhead Court, Beaver creek Drive Cul-de-Sac, 204 to 290 Rockport Drive; 1805 to 1841 Lakeshore Drive, Lakeshore Drive at Bernice Street; 2007 to 2034 Kenneth Drive; S. Broadview Street from Tanner Drive to Golden Street; Fitzgerald Drive from N. Main Street to Cape Meadows Circle; 516 to 1721 Cape Meadows Circle, Cape Meadows Circle from 524 Cape Meadows Drive to McKenna Drive, Cape Meadows Circle at Fitzgerald Drive intersection.

The improvements consisted of removing and replacing concrete streets as shown in the project plans, removal and replacement of portions of street, curb, and gutter, adjustments to existing manholes, inlets, and utility castings, all as described in the contract documents. The streets were located in various areas within the City of Cape Girardeau, Missouri.

The contractor, Nip Kelley Equipment Co., Inc., completed the work in accordance with the plans, specifications and agreement documents as modified by two (2) Change Orders. Change Order #1 added the removal and replacement of deteriorating concrete street at 2403 Brister Hill Drive. The extra work added \$21,270.00 to the contract amount, making the new contract total \$934,864.53. Change Order #2 was necessary due to the increased deterioration of the existing site locations. The increased quantities of this work added \$140,548.62 to the existing contract, created a new construction total of \$934,864.53.

The original contract completion date for the 2022-2023 CIST Street Repair project was October 31, 2023 for final completion. Change Order #1 established a new completion date of November 30, 2023. Change Order #2 established a new completion date of March 15, 2024. The contractor successfully met these deadlines.

I have computed the cost of said improvement as follows:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Remove and Replace Concrete Street	128,617	SF	\$7.09	\$911,894.53
2	Pop Up Drain	9	EACH	\$70.00	\$630.00
3	Temporary Traffic Control	1	LS	\$1,000.00	\$1,000.00



CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT

	Change Order 1				
4	Remove & Replace Concrete Street at 2403 Brister Hill	3,000.00	SF	\$7.09	\$21,270.00
	Change Order 2				
5	Remove and Replace Concrete Street	19,823.50	SF	\$7.09	\$140,548.62

Project Construction Cost \$1,075,343.15

LESS PREVIOUS PAYMENTS \$1,053,836.29

AMOUNT DUE THE CONTRACTOR \$21,506.87

CITY ENGINEERING / ADMINISTRATION COSTS \$3,902.85

CONSTRUCTION ENGINEERING / INSPECTION COSTS \$6,053.60

OTHER COSTS \$56.25

TOTAL CONSTRUCTION CONTRACT COSTS \$1,079,372.25

The call for bids was publicly advertised, and on August 30, 2022, five (5) bids were received for this work ranging from the high of \$1,202,271.08 to the low of \$913,594.53. On September 6, 2022 by Resolution No. 3505, the City Manager was authorized to enter into a contract with the low bidder, Nip Kelley Equipment Co., Inc. This 2022-2023 CIST Street Repair project was funded by the Capital Improvement Sales Tax.

Respectfully submitted,



Brock Davis
Assistant Public Works Director

BD/kj

Attachment-1

2022-2023 CIST Street Repair
Project Reference Code: 1837023-71160-6269
Project Reference Code: 0014010-6230 (2403 Brister Hill)
Purchase Order No. 230893 & 241007



Engineering Division Project Code No. 6269



Staff: Jake Garrard, PE, City Engineer
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-058

SUBJECT

Motion to accept the water main improvements to serve the Tru Hotel.

BACKGROUND/DISCUSSION

Public meter main improvements constructed to serve the Tru Hotel are as follows:

-

WATER MAIN

- 8" PVC C900 Water Main - 80 LF
- Fire Hydrant - 1 Each

- 3" Gate Valve - 1 Each

- 8" Gate Valve - 1 Each

These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

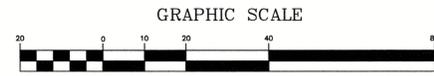
The water main improvements were installed by private contractor. Once accepted into the City system, the City will pay for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

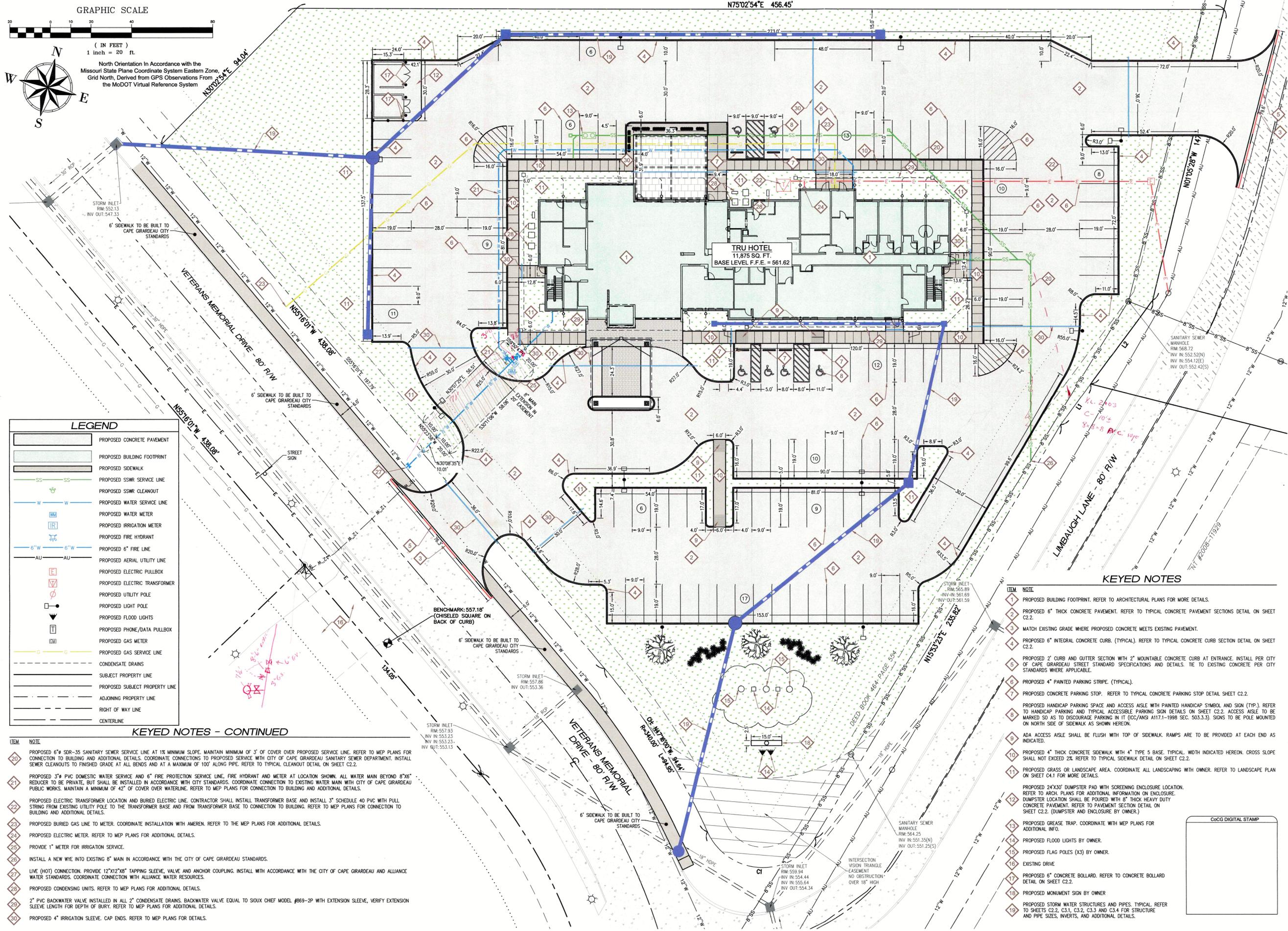
Staff recommends the Council accept, by motion, the water main improvements to serve the Tru Hotel into the City System.

ATTACHMENTS:

Name:	Description:
W_23002_TRU_Hotel_As-Builts_2520_Veterans_Memorial_Dr_for_City_Council.pdf	As-Built Plan



North Orientation In Accordance with the Missouri State Plane Coordinate System Eastern Zone, Grid North, Derived from GPS Observations From the MoDOT Virtual Reference System



LEGEND

[Symbol]	PROPOSED CONCRETE PAVEMENT
[Symbol]	PROPOSED BUILDING FOOTPRINT
[Symbol]	PROPOSED SIDEWALK
[Symbol]	PROPOSED SSWR SERVICE LINE
[Symbol]	PROPOSED SSWR CLEANOUT
[Symbol]	PROPOSED WATER SERVICE LINE
[Symbol]	PROPOSED WATER METER
[Symbol]	PROPOSED IRRIGATION METER
[Symbol]	PROPOSED FIRE HYDRANT
[Symbol]	PROPOSED 6" FIRE LINE
[Symbol]	PROPOSED AERIAL UTILITY LINE
[Symbol]	PROPOSED ELECTRIC PULLBOX
[Symbol]	PROPOSED ELECTRIC TRANSFORMER
[Symbol]	PROPOSED UTILITY POLE
[Symbol]	PROPOSED LIGHT POLE
[Symbol]	PROPOSED FLOOD LIGHTS
[Symbol]	PROPOSED PHONE/DATA PULLBOX
[Symbol]	PROPOSED GAS METER
[Symbol]	PROPOSED GAS SERVICE LINE
[Symbol]	CONDENSATE DRAINS
[Symbol]	SUBJECT PROPERTY LINE
[Symbol]	PROPOSED SUBJECT PROPERTY LINE
[Symbol]	ADJOINING PROPERTY LINE
[Symbol]	RIGHT OF WAY LINE
[Symbol]	CENTERLINE

KEYED NOTES - CONTINUED

- | ITEM | NOTE |
|------|---|
| 20 | PROPOSED 6" SDR-35 SANITARY SEWER SERVICE LINE AT 1% MINIMUM SLOPE. MAINTAIN MINIMUM OF 3' OF COVER OVER PROPOSED SERVICE LINE. REFER TO MEP PLANS FOR CONNECTION TO BUILDING AND ADDITIONAL DETAILS. COORDINATE CONNECTIONS TO PROPOSED SERVICE WITH CITY OF CAPE GIRARDEAU SANITARY SEWER DEPARTMENT. INSTALL SEWER CLEANOUTS TO FINISHED GRADE AT ALL BENDS AND AT A MAXIMUM OF 100' ALONG PIPE. REFER TO TYPICAL CLEANOUT DETAIL ON SHEET C2.2. |
| 21 | PROPOSED 3" PVC DOMESTIC WATER SERVICE AND 6" FIRE PROTECTION SERVICE LINE, FIRE HYDRANT AND METER AT LOCATION SHOWN. ALL WATER MAIN BEYOND 8"x6" REDUCER TO BE PRIVATE, BUT SHALL BE INSTALLED IN ACCORDANCE WITH CITY STANDARDS. COORDINATE CONNECTION TO EXISTING WATER MAIN WITH CITY OF CAPE GIRARDEAU PUBLIC WORKS. MAINTAIN A MINIMUM OF 42" OF COVER OVER WATERLINE. REFER TO MEP PLANS FOR CONNECTION TO BUILDING AND ADDITIONAL DETAILS. |
| 22 | PROPOSED ELECTRIC TRANSFORMER LOCATION AND BURIED ELECTRIC LINE. CONTRACTOR SHALL INSTALL TRANSFORMER BASE AND INSTALL 3" SCHEDULE 40 PVC WITH PULL STRING FROM EXISTING UTILITY POLE TO THE TRANSFORMER BASE AND FROM TRANSFORMER BASE TO CONNECTION TO BUILDING. REFER TO MEP PLANS FOR CONNECTION TO BUILDING AND ADDITIONAL DETAILS. |
| 23 | PROPOSED BURIED GAS LINE TO METER. COORDINATE INSTALLATION WITH AMEREN. REFER TO THE MEP PLANS FOR ADDITIONAL DETAILS. |
| 24 | PROPOSED ELECTRIC METER. REFER TO MEP PLANS FOR ADDITIONAL DETAILS. |
| 25 | PROVIDE 1" METER FOR IRRIGATION SERVICE. |
| 26 | INSTALL A NEW WYE INTO EXISTING 6" MAIN IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARDS. |
| 27 | LIVE (HOT) CONNECTION. PROVIDE 12"x12"x8" TAPPING SLEEVE, VALVE AND ANCHOR COUPLING. INSTALL WITH ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU AND ALLIANCE WATER STANDARDS. COORDINATE CONNECTION WITH ALLIANCE WATER RESOURCES. |
| 28 | PROPOSED CONDENSING UNITS. REFER TO MEP PLANS FOR ADDITIONAL DETAILS. |
| 29 | 2" PVC BACKWATER VALVE INSTALLED IN ALL 2" CONDENSATE DRAINS. BACKWATER VALVE EQUAL TO SIOUX CHIEF MODEL #869-2P WITH EXTENSION SLEEVE, VERIFY EXTENSION SLEEVE LENGTH FOR DEPTH OF BURY. REFER TO MEP PLANS FOR ADDITIONAL DETAILS. |
| 30 | PROPOSED 4" IRRIGATION SLEEVE. CAP ENDS. REFER TO MEP PLANS FOR DETAILS. |

KEYED NOTES

- | ITEM | NOTE |
|------|--|
| 1 | PROPOSED BUILDING FOOTPRINT. REFER TO ARCHITECTURAL PLANS FOR MORE DETAILS. |
| 2 | PROPOSED 6" THICK CONCRETE PAVEMENT. REFER TO TYPICAL CONCRETE PAVEMENT SECTIONS DETAIL ON SHEET C2.2. |
| 3 | MATCH EXISTING GRADE WHERE PROPOSED CONCRETE MEETS EXISTING PAVEMENT. |
| 4 | PROPOSED 6" INTEGRAL CONCRETE CURB (TYPICAL). REFER TO TYPICAL CONCRETE CURB SECTION DETAIL ON SHEET C2.2. |
| 5 | PROPOSED 2" CURB AND GUTTER SECTION WITH 2" MOUNTABLE CONCRETE CURB AT ENTRANCE. INSTALL PER CITY OF CAPE GIRARDEAU STREET STANDARD SPECIFICATIONS AND DETAILS. TIE TO EXISTING CONCRETE PER CITY STANDARDS WHERE APPLICABLE. |
| 6 | PROPOSED 4" PAINTED PARKING STRIPE (TYPICAL). |
| 7 | PROPOSED CONCRETE PARKING STOP. REFER TO TYPICAL CONCRETE PARKING STOP DETAIL SHEET C2.2. |
| 8 | PROPOSED HANDICAP PARKING SPACE AND ACCESS AISLE WITH PAINTED HANDICAP SYMBOL AND SIGN (TYP.). REFER TO HANDICAP PARKING AND TYPICAL ACCESSIBLE PARKING SIGN DETAILS ON SHEET C2.2. ACCESS AISLE TO BE MARKED SO AS TO DISCOURAGE PARKING IN IT (ICC/ANSI A117.1-1998 SEC. 503.3.3). SIGNS TO BE POLE MOUNTED ON NORTH SIDE OF SIDEWALK AS SHOWN HEREON. |
| 9 | ADA ACCESS AISLE SHALL BE FLUSH WITH TOP OF SIDEWALK. RAMPS ARE TO BE PROVIDED AT EACH END AS INDICATED. |
| 10 | PROPOSED 4" THICK CONCRETE SIDEWALK WITH 4" TYPE 5 BASE. TYPICAL WIDTH INDICATED HEREON. CROSS SLOPE SHALL NOT EXCEED 2%. REFER TO TYPICAL SIDEWALK DETAIL ON SHEET C2.2. |
| 11 | PROPOSED GRASS OR LANDSCAPE AREA. COORDINATE ALL LANDSCAPING WITH OWNER. REFER TO LANDSCAPE PLAN ON SHEET C4.1 FOR MORE DETAILS. |
| 12 | PROPOSED 24"x30" DUMPSTER PAD WITH SCREENING ENCLOSURE LOCATION. REFER TO ARCH. PLANS FOR ADDITIONAL INFORMATION ON ENCLOSURE. DUMPSTER LOCATION SHALL BE POURED WITH 8" THICK HEAVY DUTY CONCRETE PAVEMENT. REFER TO PAVEMENT SECTION DETAIL ON SHEET C2.2. (DUMPSTER AND ENCLOSURE BY OWNER.) |
| 13 | PROPOSED GREASE TRAP. COORDINATE WITH MEP PLANS FOR ADDITIONAL INFO. |
| 14 | PROPOSED FLOOD LIGHTS BY OWNER. |
| 15 | PROPOSED FLAG POLES (X3) BY OWNER. |
| 16 | EXISTING DRIVE |
| 17 | PROPOSED 6" CONCRETE BOLLARD. REFER TO CONCRETE BOLLARD DETAIL ON SHEET C2.2. |
| 18 | PROPOSED MONUMENT SIGN BY OWNER |
| 19 | PROPOSED STORM WATER STRUCTURES AND PIPES. TYPICAL. REFER TO SHEETS C2.2, C3.1, C3.2, C3.3 AND C3.4 FOR STRUCTURE AND PIPE SIZES, INVERTS, AND ADDITIONAL DETAILS. |



Phillip B. Smith ARCHITECT LLC
 423 Thomas Street
 Cape Girardeau, Missouri 63701
 Phone: 573.651.9001
 Phillip@PhillipSmithArchitect.com



New Development for:



2520 Veterans Memorial Dr.
 Cape Girardeau, Missouri

MidAmerica Hotels Corporation
 105 South Mount Auburn Road
 Cape Girardeau, Missouri

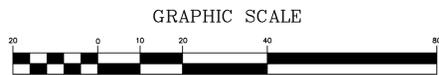
PROJECT NO.	38698
CAD DWG FILE:	
DRAWN BY:	SD
CHECKED BY:	CK
COPYRIGHT:	PHILLIP B. SMITH ARCHITECT LLC CORP. CERT. OF AUTH. 200902747 2022 MO. LIC. NO. A-820
SHEET TITLE	

MARK	DATE	DESCRIPTION
07.03.2022	CITY COMMENTS	
06.09.2023	CITY COMMENTS	
11.28.2022	PRELIMINARY	

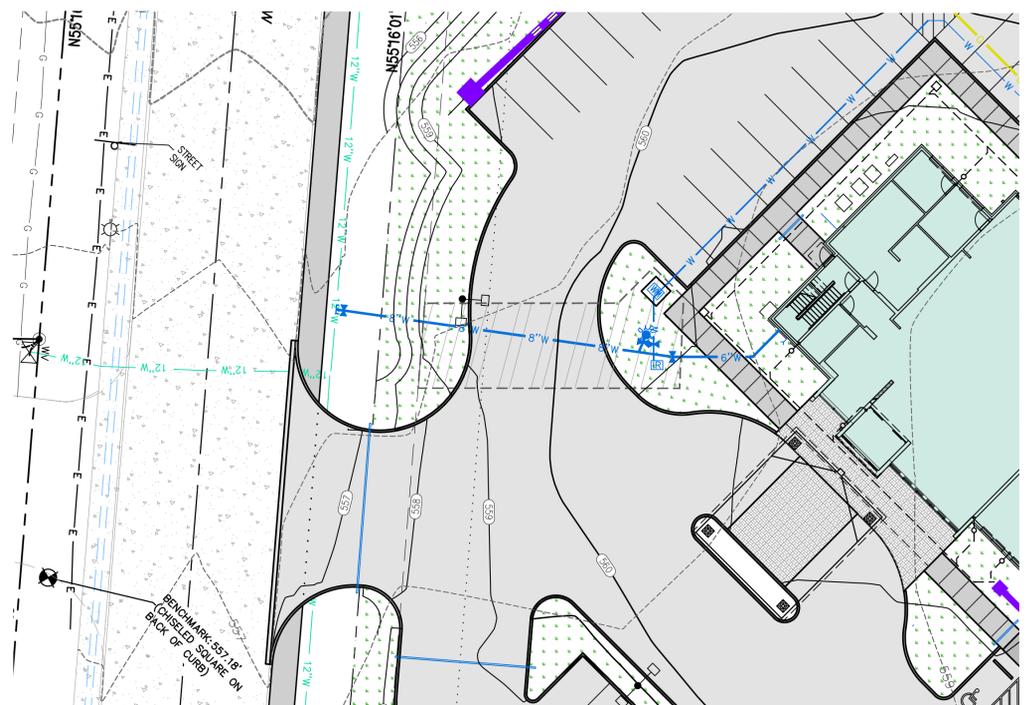
CIVIL SITE PLAN

SHEET NUMBER

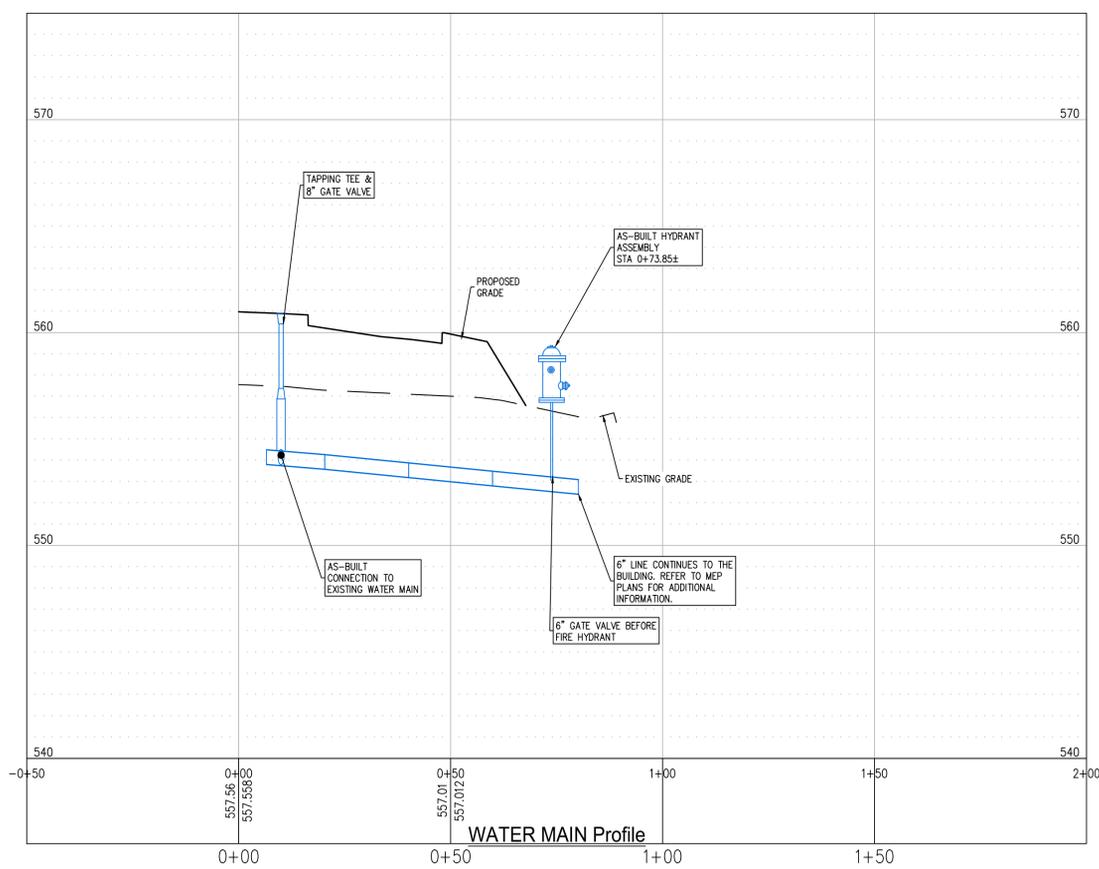
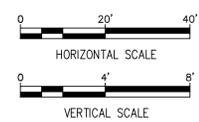
C2.1



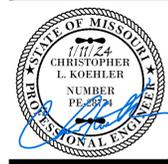
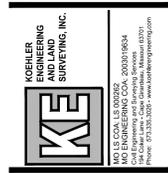
North Orientation In Accordance with the Missouri State Plane Coordinate System Eastern Zone, Grid North, Derived from GPS Observations From the MoDOT Virtual Reference System



RECORD DRAWING NOTE
 THE SANITARY SEWER AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYF INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES. SIDEWALKS SHOWN ARE TO BE CONSTRUCTED AT A FUTURE DATE.



Phillip B. Smith
ARCHITECT LLC
 423 Themis Street
 Cape Girardeau, Missouri 63701
 Phone: 573 . 651 . 9001
 Phillip@PhillipSmithArchitect.com



Record Plans for:



2520 Veterans Memorial Dr.
 Cape Girardeau, Missouri

MidAmerica
 Hotels Corporation
 105 South Mount Auburn Road
 Cape Girardeau, Missouri

MARK	DATE	DESCRIPTION
	01.11.2024	RECORD DRAWINGS
	11.28.2022	PRELIMINARY

PROJECT NO. : 38698
 CAD DWG FILE :

DRAWN BY: SD DUB
 CHECKED BY: CK

COPYRIGHT :
 PHILLIP B. SMITH ARCHITECT LLC
 CORP. CERT. OF AUTH: 200902747
 2022 MO. LIC. NO. A-820

SHEET TITLE

**WATER MAIN
 PROFILE**

SHEET NUMBER

C2.4

Staff: Trevor Pulley, Deputy City
Manager
Agenda: 4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-059

SUBJECT

An Ordinance approving a First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. The original Redevelopment Agreement expired on June 30, 2023. First Reading.

EXECUTIVE SUMMARY

City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space or café at the building’s Broadway entrance.

The Approved Redevelopment Agreement included a project completion date of June 30, 2023. Due to numerous factors such as, labor shortages and supply chain issues, the project was not completed by the deadline.

The applicant has requested amendments to the Redevelopment Agreement to address these delays, with a new completion date of January 1, 2025.

Additionally, upon the sale of substantially all of the Esquire Theater building before December 31, 2024, the Developer shall provide a leveraged rate of return calculation to the City. If the leveraged rate of return exceeds 12%, then the City and the Developer will equally divide the portion of sale proceeds that caused the leveraged rate of return to exceed 12%. The City will divide its share of any revenues among the taxing districts whose boundaries encompass the Redevelopment Area in proportion to their then-current real property tax levies.

BACKGROUND/DISCUSSION

The Original Agreement required completion of the Redevelopment Project by June 30, 2023, for the Developer to be reimbursed from tax increment financing revenues for a portion of its redevelopment costs. The Developer has requested that the Original Agreement be amended to provide additional time to complete the Redevelopment Project.

FINANCIAL IMPACT

This redevelopment project will result in increased property and sales tax that otherwise would not be generated.

In addition, this redevelopment project will prevent the area from deteriorating further.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

There is no financial impact from the proposed amendment to the Redevelopment Agreement. The maximum allowable TIF assistance remains the same; the amended Agreement simply extended the date to January 1, 2025.

STAFF RECOMMENDATION

Staff recommends the City Council approve the First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC.

BOARD OR COMMISSION RECOMMENDATION

At its meeting on March 9, 2022, the Tax Increment Financing Commission of the City of Cape Girardeau, Missouri, passed a resolution recommending approval of the redevelopment plan for the Esquire Theater Tax Increment Financing Redevelopment Plan; the designation of the redevelopment area described therein; approval of the redevelopment project described therein, and expressing other recommendations to the City Council of Cape Girardeau, Missouri.

City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space or café at the building’s Broadway entrance.

ATTACHMENTS:

Name:	Description:
Ord_Amended_Redevelopment_Agreement_Esquire_Theater.docx	Ordinance
First_Amendment_to_Redevelopment_Agreement_2024.docx	First amendment to redevelopment agreement 2024

BILL NO. 24-39

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF CAPE GIRARDEAU AND TENMILE HOLDINGS, LLC.

WHEREAS, the City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space or café at the building’s Broadway entrance; and

WHEREAS, the Original Agreement required completion of the Redevelopment Project by June 30, 2023, for the Developer to be reimbursed from tax increment financing revenues for a portion of its redevelopment costs; and

WHEREAS, the Developer has requested that the Original Agreement be amended to provide additional time to complete the Redevelopment Project;

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

Section 1. The City Council hereby approves the First Amendment to Redevelopment Agreement in substantially the form of **Exhibit A** attached hereto (the “First Amendment”). The City Manager is hereby authorized to execute the First Amendment on behalf of the City. The City Clerk or Deputy City Clerk is hereby authorized to attest to the First Amendment and to affix the seal of the City thereto.

Section 2. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 3. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. This Ordinance shall take effect and be in full force 10 days after its passage by the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

ATTEST:

Bruce Taylor, Deputy City Clerk



Stacy Kinder, Mayor

EXHIBIT A

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** (this “First Amendment”) is made and entered into as of _____, 2024, by and between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri (the “City”), and **TENMILE HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

RECITALS:

1. The City and the Developer entered into a Redevelopment Agreement dated as of May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building (the “Building”) into office suites with an additional retail space or café at the building’s Broadway entrance (the “Redevelopment Project”).

2. The Original Agreement required completion of the Redevelopment Project by June 30, 2023, for the Developer to be reimbursed from tax increment financing revenues for a portion of its redevelopment costs. The Developer has requested that the Original Agreement be amended to provide additional time to complete the Redevelopment Project.

3. Pursuant to Ordinance No. _____, adopted on _____, 2024, the City Council has authorized the City to enter into this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Development.** The first sentence of Section 1(a) of the Original Agreement is amended to read as follows: “The Developer hereby agrees to complete the Redevelopment Project at its own expense no later than January 1, 2025.”

2. **Public Participation.**

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Redevelopment Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Redevelopment Project, the parties agree that a reasonable level of return for the Redevelopment Project is a leveraged rate of return of 12.00% (the “*Maximum Rate of Return*”).

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the Building before December 31, 2034, the Developer shall provide a leveraged rate of return calculation (prepared in accordance with industry standards as reasonably determined by the City’s Finance Director) (the

“*Leveraged Rate of Return*”). If the Leveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would cause the Leveraged Rate of Return to exceed the Maximum Rate of Return. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to this paragraph among the taxing districts whose boundaries encompass the Redevelopment Area in proportion to their then-current real property tax levies. If the sale of substantially all of the Building occurs on or after December 31, 2034, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer’s calculation of the Leveraged Rate of Return shall include the Developer’s signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph (c) of this Section, to audit the Developer’s submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer’s submission of the Leveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Leveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, the costs of which shall be paid by the Developer. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Leveraged Rate of Return and any payments owed to the City.

3. City Fees. The Developer shall promptly pay any fees and expenses incurred by the City in connection with the preparation of this First Amendment.

4. Ratification and Approval. Except as amended hereby, the Original Agreement is and shall remain in full force and effect in accordance with the provisions thereof.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

6. Conflicting Provisions. In the event of any inconsistency between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Name: Kenneth Haskin
Title: City Manager

(SEAL)

ATTEST:

By: _____
Name: Gayle L. Conrad
Title: City Clerk

TENMILE HOLDINGS, LLC

By: _____
Name: Benjamin F. Traxel
Title: Managing Member

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-060

SUBJECT

Appointment of three members to the Historic Preservation Commission for terms expiring April 16, 2024.

EXECUTIVE SUMMARY

The terms of Brian Balsman, Phyllis Sides and Kirstin Glaser are set to expire April 16, 2024. Brian Balsman has been serving on the Historic Preservation Commission since 2022, Phyllis Sides since 2020 and Kirstin Glaser since 2022.

Mr. Balsman, Ms. Sides and Ms. Glaser have all expressed interest in reappointment.

BACKGROUND/DISCUSSION

Regarding membership on the Commission, Section 30-117 of the City Code states, “...the members to be residents of the city, all of whom shall be appointed by and approved by the city council. The council shall make every effort to appoint persons with a demonstrated interest in the historical preservation of the city. To the extent available, the preservation commission shall include professional members representing such disciplines as architecture, law, real estate, history and or any other field related to historic preservation.” Members on the commission serve three-year terms.

A copy of the roster is attached for your information. The following individuals have expressed interest in on the Historic Preservation Commission, and their board applications are attached for your review.

Applicant	Ward	Citizen Academy Graduate
Brian Balsmann	4	No
Kirstin Glaser	3	No
C. Donald Harris	5	No
Nancy Kopp	6	No
Jeremiah Nichols	6	No
Andrew Ostrowski	3	Yes
Shelly Ritter	1	No
Phyllis Sides	2	No
Rhonda Weeks	1	No

STAFF RECOMMENDATION

It is recommended that Council appoint three members to the Historic Preservation Commission for terms expiring April 16, 2027.

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> CITY_OF_CAPE_GIRARDEAU.pdf	Historic Preservation Commission Roster

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
March 4, 2024

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted.
Members may serve for only three consecutive full terms on the same board or commission effective with terms commencing May 8, 1996.

Historic Preservation Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Brian Balsman	November 7, 2022	---	April 16, 2024
Phyllis Sides	April 20, 2020	04/05/21	April 16, 2024
Kirstin Glaser	September 6, 2022	---	April 16, 2024
Denise Lincoln	April 3, 2023	---	April 16, 2025
Meghan Tyson	August 8, 2023	---	April 16, 2025
Ryan Lane	December 7, 2020	4/4/22	April 16, 2025
Felix Kinsley (honorary)	June 6, 2005		N/A
Carl Atkins	April 3, 2023	---	April 16, 2026
Mary Kay Smith	February 21, 2023	04/03/23	April 16, 2026
Aaron Modrow	June 5, 2023	---	April 16, 2026

Serve three year terms, appointed by Council. To the extent available members shall include professional members representing such disciplines as architecture, law, real estate, history, or any other field related to historic preservation. Meetings held third Wednesday at 7:00 p.m. in Council Chambers. Commission administers the Historic Preservation Ordinance and applications for landmarks and historical districts. Staff contact – Ryan Shrimplin, City Planner 339-6327 [Ord. 3841, 8/20/07, members reduced from 11 to 9].

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/1/2024

AGENDA REPORT
Cape Girardeau City Council

24-012

SUBJECT

Three appointments to the Airport Advisory Board for terms expiring April 30, 2027.

EXECUTIVE SUMMARY

Three terms on the Airport Advisory Board are set to expire April 30, 2024. These positions are currently held by Mike Marshall*, Mark Mehner and Joseph Uzoaru. Mr. Marshall has been serving since October 2019; Mr. Mehner has been serving since May 2022 and Mr. Uzoaru has been serving since April 2018. Due to term limits, Mr. Uzoaru is ineligible to serve another term.

A copy of the board roster is attached for your review.

BACKGROUND/DISCUSSION

According to Section 4-2 of the City Code, “two members of the airport board may be residents of Cape Girardeau, Scott, Bollinger or Perry County. The remaining members must be residents of the City of Cape Girardeau.” Board members serve a three-year term. The following individuals have expressed interest in being appointed to the board and their board applications are attached. *applicant is not a city resident.

Applicant	Ward	Citizen Academy Graduate
Curtis Baird	6	No
Krisinda Bowlin*	n/a	No
Mary Flieg*	n/a	No
C. Matthew Gadberry	5	No
Nancy Kopp	6	Yes
Bruce Loy*	n/a	No
Keith Sander	4	No
Tom Trotter	6	No

STAFF RECOMMENDATION

It is recommended that three appointments are made to the Airport Advisory Board for terms expiring April 30, 2027 at a future meeting.

ATTACHMENTS:

Name:	Description:
📎 Airport_Roster.pdf	Airport Board Roster
📎 roster_attendance.airport.pdf	Airport Board Roster Attendance

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
March 04, 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.

Airport Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Mike Marshall*	October 16, 2019	04/19/21	April 30, 2024
Mark Mehner	May 2, 2022	---	April 30, 2024
Joseph Uzoaru	April 16, 2018	04/19/21	April 30, 2024
Richard Knot	June 18, 2018	04/15/19;5/2/22	April 30, 2025
Justin Davidson	March 4, 2019	04/15/19; 5/2/22	April 30, 2025
Quantella Noto	May 2, 2022	---	April 30, 2025
Council Liaison, Mark Bliss	May 2022		
Shawn Wasson	August 20, 2021	04/17/23	April 30, 2026
Beverly Clear*	June 15, 2020	04/17/23	April 30, 2026
Keith Boeller	April 17, 2023	---	April 30, 2026

Serve three year terms, two full term limit, appointed by Council. *Two members may be residents of Cape Girardeau, Scott, Bollinger or Perry Counties. Meetings held second Tuesday at 5:00 p.m. at the Airport Restaurant at the Cape Girardeau Regional Airport. A council member may serve as liaison. Staff contact –Katrina Amos, Airport Manager, 334-6230.

AIRPORT ADVISORY BOARD Attendance Record

Ordinance effective April 13, 2000
P = present; A = absent

2024 2nd Tuesday	Jan 9	Feb 13	Mar 12	April 9	May 14	Jun 11	Jul 9	Aug 13	Sept 10	Oct 8	Nov 12	Dec 10	1st letter	2nd letter	3rd letter	termi- nated	appointed/ re-appted
Boeller, Keith	P	A	A														04/17/23
Cleair, Beverly	P	P	P														06/15/20
Davidson, Justin	P	P	P										8/19/19				05/02/22
Knote, Richard	A	P	P														05/02/22
Marshall, Mike	P	P	P										4/17/23				04/19/21
Mehner, Mark	P	P	P														05/02/22
Noto, Quantella	P	P	P														05/02/22
Uzoaru, Joseph	P	P	P	Termed out								6/23/23				04/19/21	
Wasson, Shawn	P	P	P														08/20/21

2023 2nd Tuesday	Jan 10	Feb 14	Mar 14	April 11	May 9	Jun 13	Jul 11	Aug 8	Sept 12	Oct	Nov	Dec	1st letter	2nd letter	3rd letter	termi- nated	appointed/ re-appted
Boeller, Keith	Appointed April 17, 2023				P	P	P	P	P	P	P	P					04/17/23
Brune, Jeff	P	P	P	P	Termed Out 4/30/23								5/23/22			4/30/23	06/15/20
Cleair, Beverly	A	P	P	P	P	P	P	P	P	P	P	P					06/15/20
Davidson, Justin	P	P	P	P	P	P	P	P	P	P	P	P	8/19/19				05/02/22
Knote, Richard	P	P	P	P	P	P	P	P	P	P	P	P					05/02/22
Marshall, Mike	A	P	P	A	P	P	P	P	P	P	P	A	4/17/23				04/19/21
Mehner, Mark	P	P	P	P	P	P	P	A	P	P	P	P					05/02/22
Noto, Quantella	P	P	A	P	P	P	P	P	P	A	P	P					05/02/22
Uzoaru, Joseph	A	A	P	P	P	A	P	P	P	P	P	P	6/23/23				04/19/21
Wasson, Shawn	P	P	P	P	P	P	P	P	P	P	P	P					08/20/21

Staff: Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Agenda: Clerk
4/1/2024

MEMORANDUM
Cape Girardeau City Council

24-013

SUBJECT

Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2025.

EXECUTIVE SUMMARY

Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2025.

BACKGROUND/DISCUSSION

The Bloomfield Crossing Community Improvement District submitted its proposed Budget Ending June 30, 2025, for City Council's comment. See attachment.

GENERAL DIRECTION

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office.

ATTACHMENTS:

Name:

[📎 Bloomfield_Crossing_CID - 2025_DRAFT_Budget_to_City.pdf](#)

Description:

Bloomfield CID Budget 2024-2025 draft



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 27, 2024

VIA ELECTRONIC MAIL

Ms. Gayle Conrad
City Clerk
City of Cape Girardeau
44 North Lorimier
Cape Girardeau, Missouri 63701

Re: Bloomfield Crossing Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the Bloomfield Crossing Community Improvement District (the "District") for the fiscal year ending June 30, 2025. Please forward any comments that the Mayor and City Council may have.

Please feel free to call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark A. Spykerman'.

Mark A. Spykerman

MAS:etm
Enclosure

**BLOOMFIELD CROSSING
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2024**

AND

**BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2025**

BOARD OF DIRECTORS AND OTHER OFFICIALS

*Jason Coalter, Chairman and Director
Brenda Kluesner, Vice Chairman and Director
Britnie Unterreiner, Treasurer and Director
Cynthia McCormick, Secretary and Director
Dalton Buehler, Director
John Grimm, Assistant Secretary*

BUDGET MESSAGE

BACKGROUND

On November 15, 2021, the Bloomfield Crossing Community Improvement District (the “District”) was created by the City of Cape Girardeau, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

PROJECT PURPOSE

The District was formed to assist in the funding of the District’s services and improvements including: (1) The rehabilitation and renovation of commercial buildings, (2) demolition of commercial buildings, and parking lot and (3) internal vehicular and pedestrian traffic improvements within the district.

REVENUE SOURCES

On January 21, 2022, the Board of Directors of the District authorized the imposition of one percent (1.0%) sales and use tax on all retail sales made within the District (the “District Sales and Use Tax”). The election for approval of the District Sales and Use Tax by the qualified voters was held on February 22, 2022. The District Sales and Use Tax will become effective on July 1, 2022, and will remain in place for up to twenty-seven (27) years.

BUDGET SUMMARY

For the fiscal year ending June 30, 2025, the District expects \$86,860 in revenues.

BUDGET PERIOD

This budget relates to the periods (1) beginning July 1, 2023 and ending June 30, 2024, and (2) beginning July 1, 2024 and ending June 30, 2025.

CID ADMINISTRATION

Gilmore & Bell, P.C.

Respectfully Submitted,

Treasurer
Bloomfield Crossing Community Improvement District

**Bloomfield Crossing
Community Improvement District**

	2023 (Actual)	2024 Budget (Original)	2024 Budget (Year to Date)¹	2024 Budget (Amended)	2025 Budget
Collections					
Sales Tax Revenue ¹	\$ 18,452.97	\$ -	\$ 22,766.08	\$ 30,354.77	\$ 32,000.00
Developer Contribution	-	15,225.00	-	-	-
Special Assessment	54,723.49	-	54,859.92	54,859.92	54,859.92
Interest	-	-	-	-	-
Total Collections	<u>73,176.46</u>	<u>74,723.49</u>	<u>77,626.00</u>	<u>85,214.69</u>	<u>86,859.92</u>
Disbursements					
Admin./Legal Fees	5,034.45	5,000.00	5,000.00	5,000.00	5,000.00
Audit Fees	-	-	-	-	-
Insurance	317.00	325.00	-	317.00	325.00
Bank Fees	-	20.00	-	20.00	20.00
Miscellaneous	-	-	-	-	-
Reimbursement Payments	-	120,000.00	68,182.72	138,110.31	90,000.00
Total Disbursements	<u>5,351.45</u>	<u>125,345.00</u>	<u>73,182.72</u>	<u>143,447.31</u>	<u>95,345.00</u>
Increase (decrease) in cash	<u>67,825.01</u>	<u>(50,621.51)</u>	<u>4,443.28</u>	<u>(58,232.62)</u>	<u>(8,485.08)</u>
Cash balance at beginning of period	<u>-</u>	<u>67,825.01</u>	<u>67,825.01</u>	<u>67,825.01</u>	<u>9,592.39</u>
Cash balance at end of period	<u><u>\$ 67,825.01</u></u>	<u><u>\$ 17,203.50</u></u>	<u><u>\$ 72,268.29</u></u>	<u><u>\$ 9,592.39</u></u>	<u><u>\$ 1,107.31</u></u>

Notes:

¹As of 3/22/2024

Staff: Gayle L. Conrad, Director of
Agenda: Citizen Services/City Clerk
4/1/2024

MEMORANDUM
Cape Girardeau City Council

24-014

SUBJECT

Cape Dogwood Community Improvement District Budget Ending June 30, 2025.

EXECUTIVE SUMMARY

The Cape Dogwood Community Improvement District submitted its proposed Budget Ending June 30, 2025 for City Council's comment. See attachment.

BACKGROUND/DISCUSSION

GENERAL DIRECTION

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> BudgetProposed.2024-2025.CapeDogwood.pdf	Cape Dogwood CID Budget 2024-2025 draft



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 27, 2024

VIA ELECTRONIC MAIL

Ms. Gayle Conrad
City Clerk
City of Cape Girardeau
44 North Lorimier
Cape Girardeau, Missouri 63701

Re: Cape Dogwood Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the Cape Dogwood Community Improvement District (the "District") for the fiscal year ending June 30, 2025. Please forward any comments that the Mayor and Council may have.

Please feel free to call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Mark A. Spykerman".

Mark A. Spykerman

MAS:etm

Enclosure

cc (w/enclosure): *Ms. Mina Patel*
Mr. John Schneider

**CAPE DOGWOOD
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2024**

AND

**BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2025**

BOARD OF DIRECTORS AND OTHER OFFICIALS

Anand Patel, Chairman and Director
Anand Patel, Jr., Vice Chairman and Director
Anissa Patel, Treasurer, Secretary and Director
Mark Hogan, Director
James Limbaugh, Director

CAPE DOGWOOD COMMUNITY IMPROVEMENT DISTRICT

BUDGET MESSAGE

BACKGROUND

On April 2, 2018, the Cape Dogwood Community Improvement District (the “District”) was created by the City of Cape Girardeau, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

PROJECT DESCRIPTION

The District was formed to fund or assist in funding the CID services and improvements (collectively, the “CID Project”), as well as the administrative, legal and other costs relating to the ongoing operation of the District. The CID Project includes improvements to a blighted area located in the central part of Cape Girardeau, Missouri. On June 20, 2018, a Development Agreement (the “Agreement”) was made and entered by and between the City of Cape Girardeau, Missouri (the “City”), the District, Cape Dogwood Redevelopment Corporation and Cape Dogwood 573, L.L.C. The Agreement is to document the process by which the District will reimburse the Developer for reimbursable CID Project costs, provides for the payment of operating costs of the District and provides assurances to the District and the City regarding the implementation of the CID Project. It is the intent of the District to use funds from sales tax revenues to reimburse the Developer.

REVENUE SOURCES

On June 27, 2018, the Board of Directors of the District authorized the imposition of a one percent (1.0%) sales and use tax on all retail sales made within the District (the “CID Sales Tax”). The election for approval of the CID Sales Tax by the qualified voters was held on September 4, 2018. The CID Sales Tax became effective January 1, 2019, and will remain in place for up to thirty-five (35) years.

BUDGET SUMMARY

For the fiscal year ending June 30, 2025, the District expects \$65,000 in revenues.

BUDGET PERIOD

This budget relates to the periods beginning July 1, 2023 and ending of June 30, 2024 and beginning July 1, 2024 and ending June 30, 2025.

Respectfully Submitted,

Treasurer

Cape Dogwood
Community Improvement District
Fund Statement
2023 Actual

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
Collections					
Sales Tax Revenue	\$ -	\$ 71,591.53	\$ -	\$ -	\$ 71,591.53
Development Contribution	-	-	-	-	-
Interest	5.00	-	2,103.94	221.86	2,330.80
Total Collections	<u>5.00</u>	<u>71,591.53</u>	<u>2,103.94</u>	<u>221.86</u>	<u>73,922.33</u>
Disbursements					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	734.00	734.00
Development Agrmt. Reimbursement Payments	-	-	-	-	-
District Administrative Fees	-	-	-	5,119.37	5,119.37
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
Total Disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,853.37</u>	<u>6,853.37</u>
Increase (decrease) in cash from operations	5.00	71,591.53	2,103.94	(6,631.51)	67,068.96
Fund Transfers					
Transfers in	-	-	71,609.44	981.84	72,591.28
Transfers out	-	(71,609.44)	(981.84)	-	(72,591.28)
Total fund transfers	<u>-</u>	<u>(71,609.44)</u>	<u>70,627.60</u>	<u>981.84</u>	<u>-</u>
Increase (decrease) in cash	5.00	(17.91)	72,731.54	(5,649.67)	67,068.96
Cash balance at beginning of period	2,941.90	17.91	39,589.49	12,735.86	55,285.16
Cash balance at end of period	<u>\$ 2,946.90</u>	<u>\$ -</u>	<u>\$ 112,321.03</u>	<u>\$ 7,086.19</u>	<u>\$ 122,354.12</u>

**Cape Dogwood
Community Improvement District**
Fund Statement
2024 Year-to-Date*

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
Collections					
Sales Tax Revenue	\$ -	\$ 42,746.30	\$ -	\$ -	\$ 42,746.30
Development Contribution	-	-	-	-	-
Interest	-	-	3,552.47	427.06	3,979.53
Total Collections	<u>-</u>	<u>42,746.30</u>	<u>3,552.47</u>	<u>427.06</u>	<u>46,725.83</u>
Disbursements					
Legal Fees	-	-	-	-	-
Bank Fees	20.00	-	-	-	20.00
Insurance	-	-	-	2,310.00	2,310.00
Development Agrmt. Reimbursement Payments	-	-	128,812.77	-	128,812.77
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
Total Disbursements	<u>20.00</u>	<u>-</u>	<u>128,812.77</u>	<u>8,310.00</u>	<u>137,142.77</u>
Increase (decrease) in cash from operations	(20.00)	42,746.30	(125,260.30)	(7,882.94)	(90,416.94)
Fund Transfers					
Transfers in	2,925.00	2,926.90	45,673.20	12,989.19	64,514.29
Transfers out	(5,851.90)	(45,673.20)	(12,989.19)	-	(64,514.29)
Total fund transfers	<u>(2,926.90)</u>	<u>(42,746.30)</u>	<u>32,684.01</u>	<u>12,989.19</u>	<u>-</u>
Increase (decrease) in cash	(2,946.90)	-	(92,576.29)	5,106.25	(90,416.94)
Cash balance at beginning of period	2,946.90	-	112,321.03	7,086.19	122,354.12
Cash balance at end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 19,744.74</u>	<u>\$ 12,192.44</u>	<u>\$ 31,937.18</u>

* As of 3/25/2024

Cape Dogwood
Community Improvement District
Fund Statement
2024 Original Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
Collections					
Sales Tax Revenue	\$ -	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
Development Contribution	-	-	-	-	-
Interest	-	-	2,103.94	221.86	2,325.80
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Collections	-	75,000.00	2,103.94	221.86	77,325.80
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Disbursements					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	2,310.00	2,310.00
Development Agrmt. Reimbursement Payments	-	-	100,000.00	-	100,000.00
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Disbursements	-	-	100,000.00	8,310.00	108,310.00
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash from operations	-	75,000.00	(97,896.06)	(8,088.14)	(30,984.20)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Fund Transfers					
Transfers in	-	-	75,000.00	6,162.78	81,162.78
Transfers out	-	(75,000.00)	(6,162.78)	-	(81,162.78)
Total fund transfers	-	(75,000.00)	68,837.22	6,162.78	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash	-	-	(29,058.84)	(1,925.36)	(30,984.20)
Cash balance at beginning of period	2,941.90	-	112,321.03	7,086.19	122,349.12
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Cash balance at end of period	<u>\$ 2,941.90</u>	<u>\$ -</u>	<u>\$ 83,262.19</u>	<u>\$ 5,160.83</u>	<u>\$ 91,364.92</u>

**Cape Dogwood
Community Improvement District**
Fund Statement
2024 Amended Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
Collections					
Sales Tax Revenue	\$ -	\$ 56,995.07	\$ -	\$ -	\$ 56,995.07
Development Contribution	-	-	-	-	-
Interest	-	-	4,736.63	569.41	5,306.04
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Collections	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	-	56,995.07	4,736.63	569.41	62,301.11
Disbursements					
Legal Fees	-	-	-	-	-
Bank Fees	20.00	-	-	-	20.00
Insurance	-	-	-	2,310.00	2,310.00
Development Agrmt. Reimbursement Payments	-	-	148,557.51	-	148,557.51
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Disbursements	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	20.00	-	148,557.51	8,310.00	156,887.51
Increase (decrease) in cash from operations	(20.00)	56,995.07	(143,820.88)	(7,740.59)	(94,586.40)
Fund Transfers					
Transfers in	2,925.00	2,926.90	59,921.97	13,249.00	79,022.87
Transfers out	(5,851.90)	(59,921.97)	(13,249.00)	-	(79,022.87)
Total fund transfers	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	(2,926.90)	(56,995.07)	46,672.97	13,249.00	-
Increase (decrease) in cash	(2,946.90)	-	(97,147.91)	5,508.41	(94,586.40)
Cash balance at beginning of period	2,946.90	-	112,321.03	7,086.19	122,354.12
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Cash balance at end of period	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	\$ -	\$ -	\$ 15,173.12	\$ 12,594.60	\$ 27,767.72

Cape Dogwood
Community Improvement District
Fund Statement
2025 Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
Collections					
Sales Tax Revenue	\$ -	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00
Development Contribution	-	-	-	-	-
Interest	-	-	4,736.63	569.41	5,306.04
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Collections	-	60,000.00	4,736.63	569.41	65,306.04
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Disbursements					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Development Agrmt. Reimbursement Payments	-	-	66,395.74	-	66,395.74
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Disbursements	-	-	66,395.74	6,000.00	72,395.74
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash from operations	-	60,000.00	(61,659.11)	(5,430.59)	(7,089.70)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Fund Transfers					
Transfers in	-	-	60,000.00	13,514.00	73,514.00
Transfers out	-	(60,000.00)	(13,514.00)	-	(73,514.00)
Total fund transfers	-	(60,000.00)	46,486.00	13,514.00	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash	-	-	(15,173.11)	8,083.41	(7,089.70)
Cash balance at beginning of period	-	-	15,173.12	12,594.60	27,767.72
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Cash balance at end of period	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,678.02</u>	<u>\$ 20,678.02</u>

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/1/2024

MEMORANDUM
Cape Girardeau City Council

24-015

SUBJECT

RRC Community Improvement District Proposed Budget for FYE June 30, 2024 and FYE June 30, 2025.

EXECUTIVE SUMMARY

RRC Community Improvement District Proposed Budget for FYE June 30, 2024 and FYE June 30, 2025.

BACKGROUND/DISCUSSION

The RRC Community Improvement District submitted its proposed Budget from its creation to FYE June 30, 2024 and proposed Budget FYE June 30, 2025, for City Council's comment. See attachment.

GENERAL DIRECTION

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office.

ATTACHMENTS:

Name:	Description:
RCC_CID - 2025_DRAFT_Budget_to_the_City.pdf	RRC CID Budget 2024-2025



One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 27, 2024

VIA ELECTRONIC MAIL

Ms. Gayle Conrad
City Clerk
City of Cape Girardeau
44 North Lorimier
Cape Girardeau, Missouri 63701

Re: RCC Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the RCC Community Improvement District for the fiscal year ending June 30, 2025. Please forward any comments that the Mayor and City Council may have.

Please feel free to call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark A. Spykerman'.

Mark A. Spykerman

MAS:etm
Enclosure

**RCC
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2024**

AND

**BUDGET FOR
FISCAL YEAR ENDING
JUNE 30, 2025**

BOARD OF DIRECTORS AND OTHER OFFICIALS

*John Nicholas Martin, Chairman and Director
Eric Williams, Vice Chairman, Treasurer and Director
Lucas Haley, Secretary and Director
Michael Williams, Assistant Treasurer and Director
Wyky Jean, Assistant Secretary and Director*

BUDGET MESSAGE

BACKGROUND

On October 2, 2023, the RCC Community Improvement District (the “District”) was created pursuant to Ordinance No. 5686 approved by the City Council of the City of Cape Girardeau, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

PROJECT PURPOSE

The stated purpose of the District pursuant to the Petition for Establishment of the RCC Community Improvement District dated July 21, 2023, is to provide Eligible Services, Eligible Improvements and exercise any authorized purpose of the District pursuant to the CID Act.

REVENUE SOURCES

On December 12, 2023, the Board of Directors of the District authorized the imposition of one percent (1.0%) sales and use tax on all retail sales made within the District (the “District Sales and Use Tax”). The election for approval of the District Sales and Use Tax by the qualified voters was held on February 27, 2024. The District Sales and Use Tax will become effective on July 1, 2024, and will remain in place for up to twenty-seven (27) years.

The District's source of revenue is anticipated to initially be the District Sales and Use Tax and special assessments.

BUDGET SUMMARY

For the fiscal year ending June 30, 2025, the District expects \$1,454,310 in revenues.

BUDGET PERIOD

This budget relates to the periods (1) beginning December 12, 2023 and ending June 30, 2024, and (2) beginning July 1, 2024 and ending June 30, 2025.

CID ADMINISTRATION

Gilmore & Bell, P.C.

Respectfully Submitted,

Treasurer
RCC Community Improvement District

RCC
Community Improvement District
2024 Year-to-Date Budget*

	CID Account	Operating Account	Fund Total
Collections			
Sales Tax Revenue	\$ -	\$ -	\$ -
Development Contribution	-	2,666.50	2,666.50
Special Assessment	-	-	-
Interest	-	-	-
	<hr/>	<hr/>	<hr/>
Total Collections	<hr/> - <hr/>	<hr/> 2,666.50 <hr/>	<hr/> 2,666.50 <hr/>
Disbursements			
Annual Operating Costs	-	-	-
Admin./Legal Fees	-	-	-
Audit Fees	-	-	-
Transfer to TIF	-	-	-
Transfer to Bond Trustee	-	-	-
Insurance	-	1,929.00	1,929.00
Bank Fees	-	-	-
Election Fees	-	737.50	737.50
	<hr/>	<hr/>	<hr/>
Total Disbursements	<hr/> - <hr/>	<hr/> 2,666.50 <hr/>	<hr/> 2,666.50 <hr/>
Increase (decrease) in cash from operations	-	-	-
Fund Transfers			
Transfers in	-	-	-
Transfers out	-	-	-
	<hr/>	<hr/>	<hr/>
Total fund transfers	<hr/> - <hr/>	<hr/> - <hr/>	<hr/> - <hr/>
Increase (decrease) in cash	-	-	-
Cash balance at beginning of period	-	-	-
	<hr/>	<hr/>	<hr/>
Cash balance at end of period	<hr/> \$ - <hr/>	<hr/> \$ - <hr/>	<hr/> \$ - <hr/>

* As of 3/25/2024

RCC
Community Improvement District
2024 Original Budget

	Operating Account
Collections	
Sales Tax Revenue	\$ -
Development Contribution	15,225.00
Special Assessment	-
Interest	-
	-
Total Collections	15,225.00
 Disbursements	
Annual Operating Costs	15,225.00
Admin./Legal Fees	-
Audit Fees	-
Transfer to TIF	-
Transfer to Bond Trustee	-
Insurance	-
Bank Fees	-
Election Fees	-
	-
Total Disbursements	15,225.00
Increase (decrease) in cash from operations	-
 Fund Transfers	
Transfers in	-
Transfers out	-
	-
Total fund transfers	-
Increase (decrease) in cash	-
Cash balance at beginning of period	-
	-
Cash balance at end of period	\$ -

RCC
Community Improvement District
2024 Amended Budget

	CID Account	Operating Account	Fund Total
Collections			
Sales Tax Revenue	\$ -	\$ -	\$ -
Development Contribution	-	2,666.50	2,666.50
Special Assessment	-	-	-
Interest	-	-	-
	<hr/>	<hr/>	<hr/>
Total Collections	<hr/> -	<hr/> 2,666.50	<hr/> 2,666.50
Disbursements			
Annual Operating Costs	-	-	-
Admin./Legal Fees	-	-	-
Audit Fees	-	-	-
Transfer to TIF	-	-	-
Transfer to Bond Trustee	-	-	-
Insurance	-	1,929.00	1,929.00
Bank Fees	-	-	-
Election Fees	-	737.50	737.50
	<hr/>	<hr/>	<hr/>
Total Disbursements	<hr/> -	<hr/> 2,666.50	<hr/> 2,666.50
Increase (decrease) in cash from operations	-	-	-
Fund Transfers			
Transfers in	-	-	-
Transfers out	-	-	-
	<hr/>	<hr/>	<hr/>
Total fund transfers	<hr/> -	<hr/> -	<hr/> -
Increase (decrease) in cash	-	-	-
Cash balance at beginning of period	-	-	-
	<hr/>	<hr/>	<hr/>
Cash balance at end of period	<hr/> \$ -	<hr/> \$ -	<hr/> \$ -

RCC
Community Improvement District
2025 Budget

	CID Account	Operating Account	Fund Total
Collections			
Sales Tax Revenue	\$ 641,752.00	\$ -	\$ 641,752.00
Development Contribution	-	-	-
Special Assessment	812,558.00	-	812,558.00
Interest	-	-	-
	<u>1,454,310.00</u>	<u>-</u>	<u>1,454,310.00</u>
Total Collections			
Disbursements			
Annual Operating Costs	-	-	-
Admin./Legal Fees	-	8,000.00	8,000.00
Audit Fees	-	-	-
Transfer to TIF	304,962.50	-	304,962.50
Transfer to Bond Trustee	-	-	-
Insurance	-	-	-
Bank Fees	-	-	-
Election Fees	-	-	-
	<u>304,962.50</u>	<u>8,000.00</u>	<u>312,962.50</u>
Total Disbursements	304,962.50	8,000.00	312,962.50
Increase (decrease) in cash from operations	1,149,347.50	(8,000.00)	1,141,347.50
Fund Transfers			
Transfers in	-	15,913.50	15,913.50
Transfers out	(15,913.50)	-	(15,913.50)
Total fund transfers	<u>(15,913.50)</u>	<u>15,913.50</u>	<u>-</u>
Increase (decrease) in cash	1,133,434.00	7,913.50	1,141,347.50
Cash balance at beginning of period	-	-	-
Cash balance at end of period	<u><u>\$ 1,133,434.00</u></u>	<u><u>\$ 7,913.50</u></u>	<u><u>\$ 1,141,347.50</u></u>