



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

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

City Council Chambers
City Hall
44 N. Lorimier St

Agenda Documents, Videos
Minutes, and Other Information:
www.cityofcape.org/citycouncil

April 15, 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 15, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.

Invocation

Pastor Zack Strong of Christ 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 - Kelly Downes, Dir. Arts Council of Southeast Missouri
- Administer the Oath of Office

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Planning and Zoning Commission Report
- 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 April 1, 2024, City Council Regular Session Minutes and April 9, 2024, City Council Special Session Minutes.
2. BILL NO. 24-39 an Ordinance approving a First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. Second and Third Readings.
3. BILL NO. 24-40, a Resolution authorizing the City Manager to execute a Release of Lien for property located at 1134 South Pacific Street, under the Rental Rehabilitation Program, in the City of Cape Girardeau, Missouri. Reading and Passage.
4. BILL NO. 24-41, a Resolution acknowledging receipt of an annexation petition for property located at 212 Misty Hollow Lane and setting a public hearing regarding the proposed annexation. Reading and Passage.
5. BILL NO. 24-42, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with the Ryland R. Meyr Trust for certain improvements for Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri. Reading and Passage.
6. BILL NO. 24-43, a Resolution authorizing the City Manager to execute Performance Guarantee Agreements with RiverWest Partners, L.C., for public sidewalk improvements for Walden Park, in the City of Cape Girardeau, Missouri. Reading and Passage.
7. BILL NO. 24-44, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Tenmile Holdings, LLC, to place certain improvements at 824 Broadway, in the City of Cape Girardeau, Missouri. Reading and Passage.
8. A motion to accept improvements from Cape Retirement Community, Inc., d/b/a Chateau Girardeau, for the Ramsay's Run Retirement Community, off Bloomfield Road, in the City of Cape Girardeau, Missouri.

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.

9. BILL NO. 24-45, an Ordinance approving the record plat of Baldwin Farms Subdivision. First Reading. DEV - Ryan Shrimplin
10. BILL NO. 24-46, an Ordinance accepting Easements from various property owners for properties adjacent to Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri. First Reading. DEV - Ryan Shrimplin

Appointments

11. Appointments to the Airport Advisory Board
12. Appointment to the Board of Adjustment
13. Appointment to the Parks and Recreation Advisory Board
14. Appointment to the Planning and Zoning Commission
15. Appointment to the Silver Springs Community Improvement District Board of Directors.
16. Appointments to the Tax Increment Financing 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 Downtown Cape Girardeau Community Improvement District Board of Directors.

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 4/15/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

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

ATTACHMENTS:	
Name:	Description:
DRAFT_Council.RegularSession_Minutes.04-01-2024.pdf	Regular Session minutes 04-01-2024
DRAFT_Council.SpecialSession_Minutes.04-09-2024.pdf	Special Session minutes 04-09-2024

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session April 1, 2024 MM-33**

STUDY SESSION – April 1, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, April 1, 2024, starting at 5:05 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 –April 1, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, April 1, 2024, starting at 5:17 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 Tameka Randle, Seconded by Shannon Truxel, to approve and adopt the agenda.
Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel.

CONSENT AGENDA

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

BILL NO. 24-32, an Ordinance approving the record plat of Bailey Keller Subdivision. Second and Third Readings.

BILL NO. 24-33, an Ordinance approving the record plat of Midamerica Crossings Third Subdivision. Second and Third Readings.

BILL NO. 24-34, an Ordinance approving the record plat of Themis Street Subdivision. Second and Third Readings.

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.

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.

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session April 1, 2024 MM-34**

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.

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.

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

Accept water main improvements to serve the Tru Hotel located at 2520 Veterans Memorial Drive.

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

BILL NO. 24-32 will be Ordinance NO. 5744; BILL NO. 24-33 will be Ordinance NO. 5745; BILL NO. 24-34 will be Ordinance NO. 5746; BILL NO. 24-35 will be Ordinance NO. 5747; BILL NO. 24-36 will be Ordinance NO. 5748; BILL NO. 24-37 will be Ordinance NO. 5749; and BILL NO. 24-38 will be Resolution NO. 3598.

NEW ORDINANCES

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 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. 6-0. Ayes: Bliss, Kinder, Presson, Randle, Thomas, Truxel. Abstain: Guard. Council Member Robbie Guard abstained, for financial reasons, due to his employment with MRV Bank.

APPOINTMENTS

Appointments to the Historic Preservation Commission

A Motion was made by Robbie Guard, Seconded by Mark Bliss, to appoint Brian Balsman, Phyllis Sides and Kirstin Glaser to the Historic Preservation Commission for terms expiring April 16, 2027.

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

MEETING ADJOURNMENT

A Motion was made to adjourn by Robbie Guard, Seconded by Mark Bliss. Motion passed. 7-0. Ayes: Bliss, Guard, Kinder, Presson, Randle, Thomas, Truxel. The regular session ended at 5:27 pm.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session April 1, 2024 **MM-35**

Stacy Kinder, Mayor

Bruce Taylor, Deputy City Clerk



**Proceedings of the City Council, City of Cape Girardeau, Mo.
Special Session April 9, 2024 MM-37**

SPECIAL SESSION – April 9, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in special session on Tuesday, April 9, 2024, at 12:00 p.m. via internet videoconference pursuant to RSMo. Sections 610.010 and 610.015, with Mayor Stacy Kinder presiding and Council Members Mark Bliss, Dan Presson, Nate Thomas, and Shannon Truxel present. Robbie Guard and Tameka Randle were absent. The votes taken shall be regarded as if all members were physically present and in attendance at the meeting.

ADOPTION OF THE AGENDA

A Motion was made by Dan Presson, Seconded by Nate Thomas, to adopt the Agenda. Motion passed. 5-0. Ayes: Bliss, Kinder, Presson, Thomas, Truxel. Absent: Guard, Randle.

CANVASS THE RETURNS AND DECLARE THE RESULTS OF THE APRIL 2, 2024, MUNICIPAL ELECTION

Mayor Kinder stated that the April 2, 2024, election results had been received from County Clerk Kara Clark Summers. Pursuant to Section 7.09(a) of the City Charter, the City Council canvassed the returns and declared the results of the April 2, 2024, Election as follows:

CAPE GIRARDEAU CITY COUNCIL, WARD 3

Nathan Thomas – 224

Andrew Ostrowski (WI) – 21

CAPE GIRARDEAU CITY COUNCIL, WARD 4

David J. Cantrell – 876

CAPE GIRARDEAU CITY COUNCIL, WARD 5

Shannon Truxel – 378

Rhett Pierce – 463

CAPE GIRARDEAU CITY QUESTION (Increase Tax Levy)

Yes – 1,686

No – 1,824

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve. Motion passed. 5-0. Ayes: Bliss, Kinder, Presson, Thomas, Truxel. Absent: Guard, Randle.

MEETING ADJOURNMENT

There being no further business, the special session ended at 12:08 p.m.

A Motion was made by Mark Bliss, Seconded by Nate Thomas, to adjourn.

Motion passed. 5-0. Ayes: Bliss, Kinder, Presson, Thomas, Truxel. Absent: Guard, Randle.

Bruce Taylor, Deputy City Clerk



Stacy Kinder, Mayor

Staff: Trevor Pulley, Deputy City
Manager
Agenda: 4/15/2024

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: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-062

SUBJECT

A Resolution authorizing the City Manager to execute a Release of Lien for property located at 1134 South Pacific Street, under the Rental Rehabilitation Program, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes a Release of Lien pertaining to a housing grant for the property at 1134 South Pacific Street.

BACKGROUND/DISCUSSION

On May 24, 1995, the then-owners of the property at 1134 South Pacific Street executed a Promissory Note and a Trust Deed under the Rental Rehabilitation Program. The Promissory Note and the Trust Deed constitute a lien against the property in the event that the owners fail to comply with the terms of the program. The term of the Promissory Note is ten years from the date it was executed, after which the note is satisfied and released. The term expired on May 24, 2005. The current owner of the property has requested that the City execute a Release of Lien to formally release the Promissory Note and the Trust Deed. The Release of Lien is attached, along with the Promissory Note and the Trust Deed (for reference).

FINANCIAL IMPACT

There is no direct financial impact to the City.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the Release of Lien for 1134 South Pacific Street.

ATTACHMENTS:

Name:	Description:
Release_of_Lien_1134_South_Pacific_Street.doc	Resolution
Release_of_Lien_-_1134_South_Pacific_Street.pdf	Release of Lien - 1134 South Pacific Street
Promissary_Note_-_1134_South_Pacific_Street.pdf	Promissory Note - 1134 South Pacific Street
Trust_Deed_785-318.pdf	Trust Deed - 1134 South Pacific Street

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF LIEN FOR PROPERTY LOCATED AT 1134 SOUTH PACIFIC STREET, UNDER THE RENTAL REHABILITATION PROGRAM, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, Octavius O. Moore is the owner of a dwelling unit located on the following-described real estate in the City of Cape Girardeau, Missouri, more particularly described as follows, to-wit:

1134 South Pacific Street - A Parcel of Land Being all of Lot 13, Block 6, Giboney's Fourth Subdivision, in the City of Cape Girardeau, Missouri; and

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation, and improvement of said dwelling unit; and

WHEREAS, a Promissory Note and a Trust Deed for said grant of money were executed by Stafford Moore and Shelly Moore, husband and wife, on May 24, 1995, said Trust Deed being recorded in Book 785 at Page 318 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Promissory Note and Trust Deed constitute a lien against the above-described property; and

WHEREAS, the term of the obligation period for said lien expired on May 24, 2005; and

WHEREAS, it is the desire and intention of the City of Cape Girardeau, Missouri, to release said lien.

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

SECTION 1. The City Manager is authorized to execute a Release of Lien for the above-described lien and the City does hereby remise, release, and forever quit claim said lien against the above-described property on account of the above-described Promissory Note and Trust Deed. Furthermore, the City of Cape Girardeau, Missouri, and its successors and assigns, shall be forever excluded and barred from enforcing said lien.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



**RECORDER OF DEEDS
COVER PAGE**

Title of Document: Release of Lien

Date of Document: , 2024

Grantor(s) Name & Address: City of Cape Girardeau
44 North Lorimier Street
Cape Girardeau, MO 63701

Grantee(s) Name & Address: Octavius O. Moore
1134 South Pacific Street
Cape Girardeau, MO 63701

Legal Description: All of Lot 13, Block 6, Giboney's Fourth Subdivision, in the City of
Cape Girardeau, Missouri

Reference Book & Page, if Required: Book 785, Page 318

RELEASE OF LIEN

WHEREAS, Octavius O. Moore is the owner of a dwelling unit, formerly owned by Stafford Moore and Shelly Moore, husband and wife, located on the following-described real estate in the City and County of Cape Girardeau, Missouri, more particularly described as follows, to-wit:

1134 South Pacific Street – All of Lot 13, Block 6, Giboney’s Fourth Subdivision, in the City of Cape Girardeau, Missouri;

and

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation, and improvement of said dwelling unit; and

WHEREAS, a Promissory Note and a Trust Deed for said grant of money were executed by Stafford Moore and Shelly Moore, husband and wife, on May 24, 1995, said Trust Deed being recorded in Book 785 at Page 318 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Promissory Note and Trust Deed constitute a lien against the above-described property; and

WHEREAS, said lien was satisfied and released upon the expiration of the ten (10) year term as stated in said Promissory Note; and

WHEREAS, said term of the obligation period expired on May 24, 2005.

NOW, THEREFORE, comes the City Manager of the City of Cape Girardeau, Missouri, who, pursuant to Resolution Number _____, adopted by the City Council of the City of Cape Girardeau, Missouri on April 15, 2024, does hereby remise, release, and forever quit claim said lien against the above-described property on account of the above-described Promissory Note and Trust Deed. Furthermore, the City of Cape Girardeau, Missouri, and its successors and assigns, shall be forever excluded and barred from enforcing said lien.

IN WITNESS WHEREOF, this Release of Lien has been executed on this ____ day of _____, 2024.

(Continued on following page)

CITY OF CAPE GIRARDEAU, MISSOURI

RENTAL REHABILITATION PROGRAM

PROMISSORY NOTE

AMOUNT: \$ 7,500.00

DATE: May 24, 1995

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise(s) to pay to the order of the City of Cape Girardeau, Missouri, (hereinafter called the City) the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) at 1134 South Pacific Street, Cape Girardeau, Missouri, or to such other address as the City may hereafter designate by written notice to the undersigned. Payment of this obligation is deferred upon the following conditions:

1. The term of this obligation shall be for a period ending ten (10) years from May 24, 1995.

2. Unless accelerated by default, at each anniversary date of this note, the balance due hereunder shall be reduced by ten percent (10%) of the original amount of this loan.

3. Unless prepaid or foreclosed, this note shall be satisfied and be released by the City on the date of the end of the term of this note as provided above.

4. During the term of this note, the undersigned shall make no payments of principal interest, provided, however, that if the undersigned shall be in default of: (a) Any of the terms or conditions of this note, or (b) Shall fail to remain fee simple owner of the real estate which is the security of this note for a period of five (5) years from the date of this notice; or (c) If the project is converted to condominium or cooperative use, or any use other than residential rental property, any or all units, then the unpaid remaining balance as reduced by the anniversary reductions provided above, shall become immediately due and payable upon the demand by the City.

5. If the project described in the above-mentioned agreement between the undersigned and the City is a project of twenty-five (25) or more dwelling units, and if the instance of default be the conversion of any or all of said units as provided above to condominium use or to cooperative use.

6. If the instance of default be discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any Federal, State or local housing assistance program or on the basis that the tenants have a minor child who will be residing with them, then the full initial amount of this note shall be due and payable without benefit to the

undersigned of the ten percent (10%) anniversary date reductions otherwise to be made by the City. The owner shall comply with the nondiscrimination and equal opportunity requirements and with the affirmative marketing requirements and procedures adopted under 24 CFR Part 511.13 for the term of this note.

7. The property which is the subject of the deed of trust described below which secures this note may be assigned and this loan assumed provided that the terms and conditions of this obligation shall remain in full force and effect for any assignee or successor to the undersigned and such assignee or successor shall assume all duties and obligations of the undersigned as described herein.

8. The lien created by the deed of trust hereinafter mentioned may be subordinated to additional liens or encumbrances of the undersigned, his assignee or successors, but only upon the written consent of the City. Such additional liens and encumbrances shall extend to and include any contract for deed, land contract or to other agreement between the undersigned, his successors or assigns and others. Such consent to subordinate shall not be unreasonably withheld so long as the City has the assurance, reasonable to the City, that the provisions of this lien remain enforceable and are adequately secured by the project and any and all costs and expenses of such subordination including attorney's fees of the City shall be paid by the undersigned.

9. The undersigned jointly and severally waive(s) diligence, demand, presentment, notice of nonpayment and protest and assent and consent to extension of the time for repayment, surrender or substitution of security, or forbearance, or other indulgence, without notice. No failure or delay on the part of the City in exercising any rights or remedies of the City and no single or partial exercise of any rights or remedies hereunder shall operate as a waive of, or preclude the exercise of any other rights or remedies hereunder.

10. The entire unpaid balance of the principal on this promissory note shall be immediately due and payable at the option of the City upon the occurrence of any one of the following events: (1) Any element of default as described above; (2) Any attachment or levy of execution on the real estate securing repaying hereof remains unsatisfied or unpaid for more than ten (10) days; (3) The undersigned fail(s) to permit the City the right to inspect and examine the real estate serving as security for this promissory note; (4) The undersigned default(s), breach(es), or fail(s) to perform any provision of the deed of trust securing repayment hereof. The City's aforesaid option to accelerate the maturity of this promissory note shall be exercised by mailing, to the undersigned, a notice setting forth the exact nature of the default, the then unpaid balance of the principal hereunder, and a demand for payment of all of same. Such notice shall be

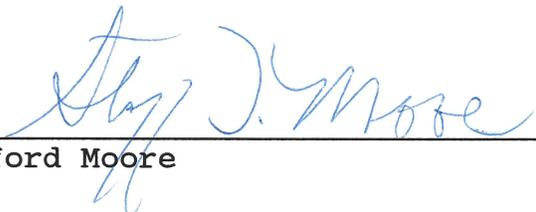
conclusively presumed received at 10:00 a.m. on the next business day following the date of mailing if such letter is sent certified mail, return receipt requested, postage prepaid and addressed to the undersigned at the following address, to-wit:

Stafford and Shelly Moore
414 South Hanover Street
Cape Girardeau, MO 63703

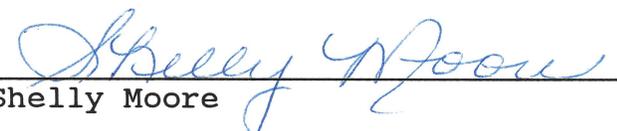
The specification of notice to the undersigned shall not preclude the City from giving notice of default and acceleration by any other commercially reasonable means.

11. In the event this promissory note is referred to an attorney for collection after maturity or for the protection of the City's rights herein stated prior to the maturity (including but not limited to representation of the City in conjunction with proceedings under the United States Bankruptcy Code or in conjunction with the establishment of this promissory note as a claim in any probate proceedings), the undersigned promise(s) to pay to the City its reasonable attorney's fees therein incurred.

12. Payment of the indebtedness evidenced by this promissory note is secured by a deed of trust executed on even date conveying real property in Cape Girardeau County, Missouri, and this promissory note shall be construed pursuant to the laws of said State.



Stafford Moore



Shelly Moore

TRUST DEED-STANDARD SHORT FORM

013954

BOOK

785 PAGE 318

THIS DEED, Made and entered into this 24th day of May, 1995, by and between Stafford Moore and Shelly Moore, husband and wife, 414 South Hanover Street, Cape Girardeau, MO 63703, of the County of Cape Girardeau and State of Missouri, Parties of the First Part and STEPHEN S. WILLIAMS and WARREN L. WELLS, of the County of Cape Girardeau and State of Missouri, Parties of the Second Part (with full power in any one of them to execute the provisions of this trust, and to foreclose, advertise and sell at public sale the following described property in the event of default in accordance with the laws of Missouri now in force and effect), and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Party of the Third Part. (Mailing address of Third Party is 401 Independence Street, Cape Girardeau, MO 63702-0617).

WITNESSETH: That the said Parties of the First Part, in consideration of the Debt and Trust hereinafter mentioned and created, and the sum of One Dollar (\$1.00), to them in hand paid by the said Parties of the Second Part, the receipt of which is hereby acknowledged, do, by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said Parties of the Second Part, the following described real estate, situate, lying and being in the County of Cape Girardeau and State of Missouri, to-wit:

1134 South Pacific Street - All of Lot 13, Block 6,
Giboney's Fourth Subdivision, in the City of Cape
Girardeau, Missouri.

TO HAVE AND TO HOLD the same with the appurtenances to the Parties of the Second Part, and to their successor or successors in this trust and to them and their grantees and assigns, FOREVER, in Trust, However, for the following purposes:

WHEREAS, Stafford Moore and Shelly Moore, the said Parties of the First Part, have this day made, executed and delivered to the said Party of the Third Part their promissory note of even date payable on demand in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) together with interest from date at the rate specified in the aforesaid not. This deed of trust shall secure all extensions and modifications thereof.

Parties of the First Part further agrees to keep the improvements on the premises insured against fire and extended coverage loss in an amount at least equal to the unpaid balance of the above note, and to deliver a copy of such policy to the Party of the Third Part with a loss mortgage clause inserted therein; Parties of the First Part also agrees to keep the taxes on the premises paid as they become due; and if Parties of the First Part fails to keep the improvements insured and pay the taxes as due then the Party of the Third Part may take out such insurance and

pay such taxes and add this amount to the indebtedness set out above to which shall draw interest at the same rate as the note referred to above. Parties of the First Part also agree to pay a reasonable attorney's fee in the event this not set out above is put out for collection.

NOW, THEREFORE, If the said Parties of the First Part or anyone for them shall well and truly pay off and discharge the debt and interest expressed in said note and every part thereof, when the same shall become due and payable according to the true tenor, date and effect of said note, then this deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said Parties of the First Part; but should the said First Parties fail or refuse to pay the said debt, or the said interest or any part thereof, when the same or any part thereof shall become due and payable according to the true tenor, date and effect of said note then the whole shall become due and payable, and this deed shall remain in force; and the said Parties of the Second Part, or in case of the death or disqualification, or failure, refusal, or inability to act, or absence from the state, of the Second Parties, original or substitute, when any advertisement and sale are to be made hereunder, the Third Party shall be empowered to appoint in the place and stead of such Second parties a successor or substitute trustee who shall succeed to all the rights, title, powers and duties herein conferred or imposed upon the Second Parties; and the Third Party shall have, in addition to the foregoing power of appointment, the power to disqualify at its pleasure, without cause and at any time each and every one of the Second Parties, original or substitute, and to appoint in their place and stead a successor or substitute trustee who shall succeed to all of the rights, title, powers and duties herein conferred or imposed upon the Second Parties. All powers herein conferred shall be exercised by written instrument. Any other holder of all or any part of the indebtedness hereby secured may also exercise such power. At the request of the legal holder of the said note Second Parties may proceed to sell the property hereinbefore described, or any part thereof, at public venue to the highest bidder at the Common Pleas Court House door in the City of Cape Girardeau, Cape Girardeau County, Missouri, for cash, first giving twenty-one (21) days' public notice of the time, terms and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in the County of Cape Girardeau and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof and receive the proceeds of said sale, and any statement of facts or recitals by said Trustee in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money and the execution of the deed to the purchaser, shall be received as prima facie evidence of such fact; and such Trustee shall out of the proceeds of such sale pay first, the costs and expenses of executing this trust, including legal compensation to the Trustees for their services, and next they shall apply the proceeds remaining over to the

BOOK
785
PAGE 319

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-063

SUBJECT

A Resolution acknowledging receipt of an annexation petition for property located at 212 Misty Hollow Lane and setting a public hearing regarding the proposed annexation.

EXECUTIVE SUMMARY

The City received a voluntary annexation petition for the property at 212 Misty Hollow Lane. The property is contiguous and compact to the existing corporate limits of the City and therefore can be annexed at this time. The attached resolution acknowledges receipt of the petition and sets a public hearing for May 20, 2024.

BACKGROUND/DISCUSSION

The City received a voluntary annexation petition for the property at 212 Misty Hollow Lane. The property is contiguous and compact to the existing corporate limits of the City and therefore can be annexed at this time. In order to move forward with annexation of the property, the City Council must pass a resolution acknowledging receipt of the annexation petition and setting a public hearing on the proposed annexation and zoning of the property. The attached resolution acknowledges receipt of the petition and sets a public hearing for May 20, 2024.

STAFF RECOMMENDATION

Staff recommends approval of the resolution acknowledging receipt of the annexation petition for 212 Misty Hollow Lane and setting a public hearing for May 20, 2024.

ATTACHMENTS:

Name:	Description:
Acknowledge Annexation Petition 212 Misty Hollow Lane.doc	Resolution
Annexation Petition - 212 Misty Hollow Lane - Recorded.pdf	212 Misty Hollow Lane - Annexation Petition
Map - 212 Misty Hollow Lane to be Annexed.pdf	212 Misty Hollow Lane - Map

A RESOLUTION ACKNOWLEDGING RECEIPT OF AN ANNEXATION PETITION FOR PROPERTY LOCATED AT 212 MISTY HOLLOW LANE AND SETTING A PUBLIC HEARING REGARDING THE PROPOSED ANNEXATION

WHEREAS, a Petition for voluntary annexation has been presented to the City Council of the City of Cape Girardeau, Missouri, requesting that certain property be annexed into the City of Cape Girardeau, Missouri; and

WHEREAS, said Petition has been presented in accordance with Chapter 71.012 Revised Statutes of Missouri, which statute provides for voluntary annexation upon request of the affected property owners; and

WHEREAS, it is the desire of the City Council of the City of Cape Girardeau, Missouri, to consider whether such property should be annexed into the City of Cape Girardeau, Missouri.

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

ARTICLE 1. The City Council of the City of Cape Girardeau, Missouri, hereby accepts and receives a Petition for voluntary annexation of certain real estate, described as follows:

212 Misty Hollow Lane

A part of the Northwest Quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows: Beginning at a ½ inch iron pin at the Northeast corner of Lot No. 1 of Cape LaCroix Farms Subdivision as filed in the land records of the County Recorder's Office in Plat Book No. 17 at Page No. 12, said point also being in the centerline of County Road No. 620 from which point a 1 inch iron pipe at the Northeast corner of the Northwest Quarter of said Section No. 23 bears North 88°44'23" East, 1396.11 feet; thence along the centerline of County Road No. 620 the following courses and distances: South 17°05'43" East, 160.60 feet; thence South 15°18'23" East, 271.80 feet; thence leaving said centerline,

South 76°07'11" West, 427.92 feet; thence North 01°28'51" West, 511.69 feet to a point on the North line of said Section 23; thence North 88°44'23" East, 309.76 feet along said North line to the point of beginning, containing 3.96 acres, more or less.

ALSO a part of the Northwest Quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows: Commencing at a ½ inch iron pin at the Northeast corner of Lot No. 1 of Cape LaCroix Farms Subdivision as filed in the land records of the County Recorder's Office in Plat Book No. 17 at Page No. 12, said point also being in the centerline of County Road No. 620 from which point a 1 inch iron pipe at the Northeast corner of the Northwest Quarter of said Section No. 23 bears North 88°44'23" East 1396.11 feet; thence South 88°44'23" West, 309.76 feet along the North line of Section 23 to the true point of beginning; thence leaving said North line, South 01°28'51" East, 486.72 feet; thence South 88°44'23" West, 245.33 feet to the Southeast corner of a tract of land recorded in the land records County Recorder's Office in Book No. 708 at Page No. 868; thence North 10°20'56" West, 492.90 feet along the East line to the Northeast corner of said tract, said point also being on the North line of said Section 23; thence North 88°44'23" East, 321.32 feet along said North line to the point of beginning, containing 3.17 acres, more or less.

Being and intended to be Tracts 2 and 3 in Quit Claim Deed recorded as Document No. 2005-03754 on March 21, 2005 of the Cape Girardeau County, Missouri land records.

ARTICLE 2. In accordance with Chapter 71.012 RSMo, it is now ordered that a public hearing be set for May 20, 2024, at which hearing any interested person, corporation, or political subdivision may present evidence regarding the proposed annexation.

ARTICLE 3. Notice of said public hearing shall be published in a newspaper of general circulation qualified to publish legal matters not less than seven (7) days prior to May 20, 2024.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

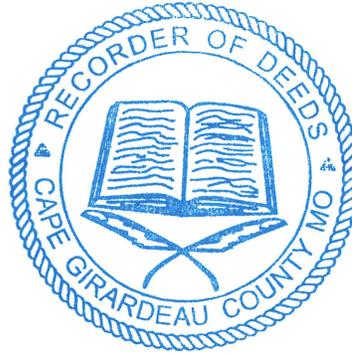
Bruce Taylor, Deputy City Clerk





DocId:8376084

Tx:4223027



DOCUMENT #
2024-02323

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
04/01/2024 12:51:43 PM
REC FEE: 30.00
PAGES: 3

RECORDER OF DEEDS COVER PAGE

Title of Document: Annexation Petition

Date of Document: March 20, 2024

Grantor(s) Name & Address: Zachary L. Hudson and Jami L. Hudson, Trustees
Hudson Qualified Spousal Trust Agreement dated
January 15, 2021
2939 Walden Boulevard
Cape Girardeau, MO 63701

Grantee(s) Name & Address: City of Cape Girardeau
44 North Lorimier Street
Cape Girardeau, MO 63701

Legal Description: See page 1 of Annexation Petition

Reference Book & Page, if Required:

IN RE: ANNEXATION

Zachary L. Hudson and Jami L. Hudson, Trustees of the Hudson Qualified Spousal Trust Agreement dated January 15, 2021, Petitioners

PETITION FOR ANNEXATION

1. Come now Zachary L. Hudson and Jami L. Hudson, Trustees of the Hudson Qualified Spousal Trust Agreement dated January 15, 2021, and state that said Trust is the owner of all fee interest of record of the following-described real property, being in Cape Girardeau County, Missouri:

A part of the Northwest Quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows: Beginning at a ½ inch iron pin at the Northeast corner of Lot No. 1 of Cape LaCroix Farms Subdivision as filed in the land records of the County Recorder's Office in Plat Book No. 17 at Page No. 12, said point also being in the centerline of County Road No. 620 from which point a 1 inch iron pipe at the Northeast corner of the Northwest Quarter of said Section No. 23 bears North 88°44'23" East, 1396.11 feet; thence along the centerline of County Road No. 620 the following courses and distances: South 17°05'43" East, 160.60 feet; thence South 15°18'23" East, 271.80 feet; thence leaving said centerline, South 76°07'11" West, 427.92 feet; thence North 01°28'51" West, 511.69 feet to a point on the North line of said Section 23; thence North 88°44'23" East, 309.76 feet along said North line to the point of beginning, containing 3.96 acres, more or less.

ALSO a part of the Northwest Quarter of Section No. 23, Township 31 North, Range 13 East of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri, being more particularly described as follows: Commencing at a ½ inch iron pin at the Northeast corner of Lot No. 1 of Cape LaCroix Farms Subdivision as filed in the land records of the County Recorder's Office in Plat Book No. 17 at Page No. 12, said point also being in the centerline of County Road No. 620 from which point a 1 inch iron pipe at the Northeast corner of the Northwest Quarter of said Section No. 23 bears North 88°44'23" East 1396.11 feet; thence South 88°44'23" West, 309.76 feet along the North line of Section 23 to the true point of beginning; thence leaving said North line, South 01°28'51" East, 486.72 feet; thence South 88°44'23" West, 245.33 feet to the Southeast corner of a tract of land recorded in the land records County Recorder's Office in Book No. 708 at Page No. 868; thence North 10°20'56" West, 492.90 feet along the East line to the Northeast corner of said tract, said point also being on the North line of said Section 23; thence North 88°44'23" East, 321.32 feet along said North line to the point of beginning, containing 3.17 acres, more or less.

Being and intended to be Tracts 2 and 3 in Quit Claim Deed recorded as Document No. 2005-03754 on March 21, 2005 of the Cape Girardeau County, Missouri land records.

2. Zachary L. Hudson and Jami L. Hudson do hereby petition to have the above-described real property annexed to and included within the city limits of the City of Cape Girardeau, Missouri.
3. This Petition shall be a continuing obligation running with the land, and shall bind the subsequent owners as well as any heirs, executors, administrators, successors, assigns, and legal representatives of the current or subsequent owners. Furthermore, this Petition shall be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be of record.

WHEREFORE, Zachary L. Hudson and Jami L. Hudson, Trustees of the Hudson Qualified Spousal Trust Agreement dated January 15, 2021, do hereby agree that the city limits of the City of Cape Girardeau, Missouri should be extended by ordinance to include the above-described real property, and that the City should take whatever action necessary to facilitate said annexation.

IN WITNESS WHEREOF, the undersigned have executed this Petition on this 20th day of March, 2024.

Hudson Qualified Spousal Trust Agreement dated January 15, 2021



Zachary L. Hudson, Trustee

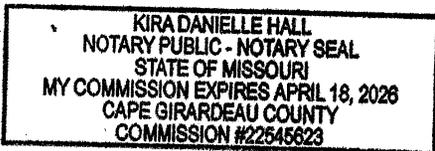


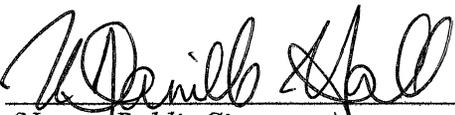
Jami L. Hudson, Trustee

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

BE IT REMEMBERED, that on this 20th day of March, 2024, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Zachary L. Hudson and Jami L. Hudson, Trustees of the Hudson Qualified Spousal Trust Agreement dated January 15, 2021, who, being by me duly sworn, did state that they executed the foregoing instrument as the free act and deed of said Trust.

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





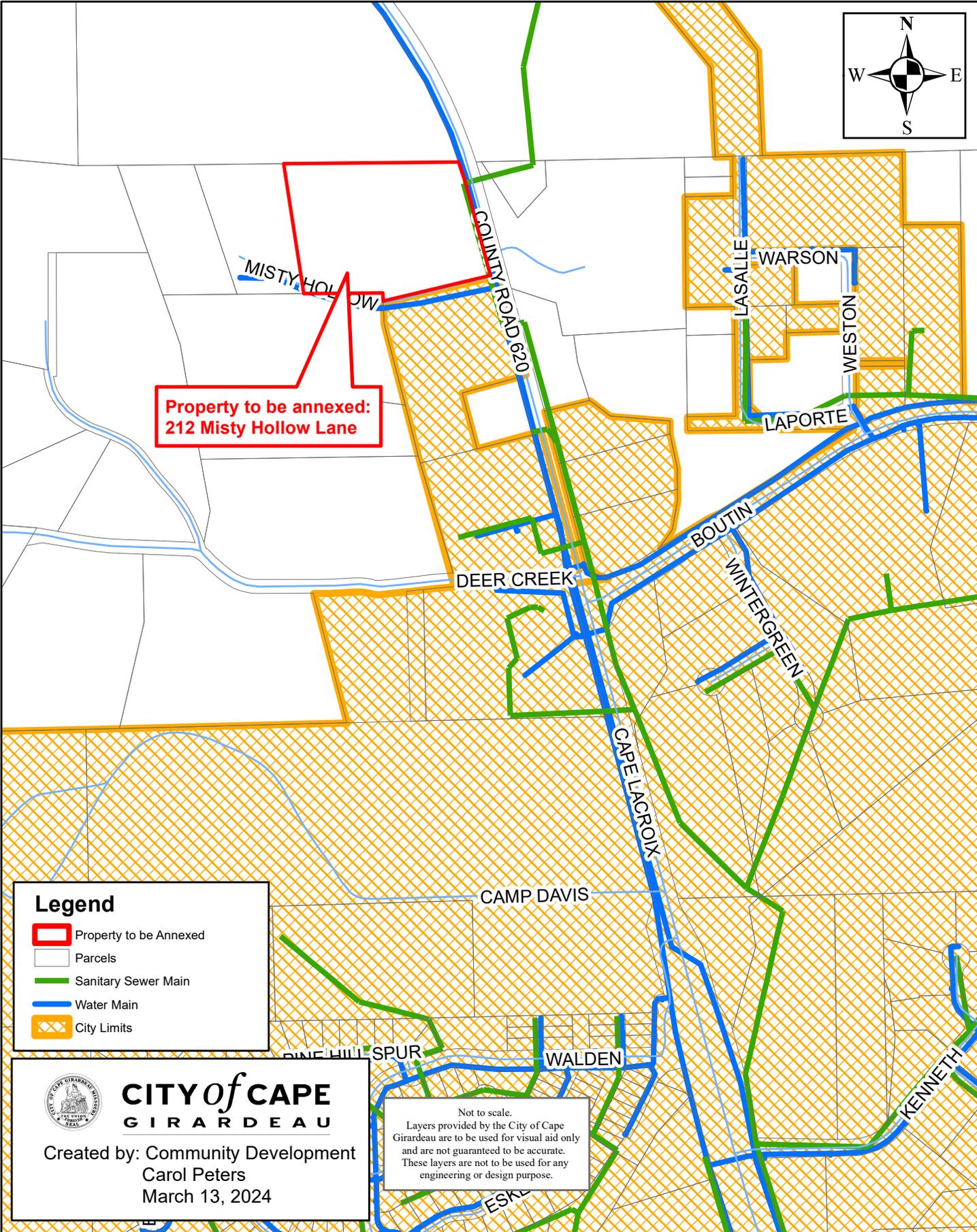
(Notary Public Signature)

Kira Danielle Hall

(Notary Public Printed Name)

My Commission Expires: April 18, 2026

212 Misty Hollow Lane Annexation Request



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-064

SUBJECT

A Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, for public sidewalk, street light, and permanent turnaround improvements for Baldwin Farms Subdivision, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute a performance guarantee agreement for public sidewalk, street light, and permanent turnaround improvements for Baldwin Farms Subdivision.

BACKGROUND/DISCUSSION

The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, developer of Baldwin Farms Subdivision, has submitted public improvement plans for the subdivision. The plans have been approved by the City's engineering staff. Per Section 25-360 of the City's Code of Ordinances, all of the public improvements for a subdivision must be completed and/or covered under a performance guarantee agreement in order for the City Council to review a record plat of that subdivision. The developer has elected to execute an agreement for the public sidewalk, street light, and permanent turnaround improvements. As part of the agreement, the developer has obtained a letter of credit in the amount of \$145,325.00 based on a cost estimate prepared by the City's engineering staff. The agreement, with the letter of credit, is attached. An ordinance approving the record plat is on this agenda as a separate item. The other public improvements are completed and will be on an upcoming agenda for acceptance.

FINANCIAL IMPACT

Per the agreement, if the developer does not complete the improvements in two years, then the City may complete them and request payment from the letter of credit to recover its costs.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute the performance guarantee agreement for Baldwin Farms Subdivision.

ATTACHMENTS:

Name:	Description:
Perf_Guar_Agreement_Meyr_Baldwin_Farms.doc	Resolution
PGA_Baldwin_Farms_Subdivision_(Sidewalks_Street_Lights_Permanent_Turnaround)_-Partially_Executed.pdf	Performance Guarantee Agreement - Baldwin Farms Subdivision (Sidewalks, Street Lights & Permanent Turnaround)

BILL NO. 24-42

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE GUARANTEE AGREEMENT WITH THE RYLAND R. MEYR TRUST FOR CERTAIN IMPROVEMENTS FOR BALDWIN FARMS SUBDIVISION, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Performance Guarantee Agreement with The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, for public sidewalk, street light, and permanent turnaround improvements for Baldwin Farms Subdivision. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



PERFORMANCE GUARANTEE AGREEMENT
BALDWIN FARMS SUBDIVISION
(SIDEWALKS, STREET LIGHTS & PERMANENT TURNAROUND)

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this ____ day of _____, 20____, by and between THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006, having its principal office and place of business at 966 County Road 616, Jackson, Missouri, 63755, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer is the owner of Baldwin Farms Subdivision, a proposed subdivision located within the City of Cape Girardeau, Missouri, and has submitted to the City improvement plans and specifications for said subdivision, which have been approved by the City, and has submitted a record plat for said subdivision with request that said plat be approved by the City; and

WHEREAS, the Developer proposes to meet the ordinance requirements of the City with respect to the posting of this Agreement prior to the approval by the City of the plat proposed for said subdivision.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City a record plat for Baldwin Farms Subdivision, hereinafter referred to as the "Proposed Subdivision", with request that said plat be approved by the City. The Developer has also submitted improvement plans for the Proposed Subdivision, which have been approved by the City.
2. An Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", has been issued for the costs of the sidewalk, street light, and permanent turnaround improvements in the Proposed Subdivision by Montgomery Bank, a Missouri Non-Fiduciary Trust Company, Formerly known as Montgomery Bank, N.A., hereinafter referred to as the "Financial Institution". The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the development of the Proposed Subdivision and commits itself for enough funds to complete said improvements in the Proposed Subdivision. Further, the Letter of Credit lists the City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.
4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.
5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, said improvements have not been completed, the City may request payment from the balance of the Letter of Credit as required in order to complete the improvements. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

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

(Continued on following pages)

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

Ryland R. Meyr
Ryland R. Meyr, Trustee

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

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

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

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

Angela Heuring
Notary Public Signature

Angela Heuring
Notary Public Printed Name

My Commission Expires:

CITY OF CAPE GIRARDEAU, MISSOURI

Dr. Kenneth Haskin, City Manager

ATTEST:

Printed Name and Title

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

On this _____ day of _____, 20____, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
(on following page)



PERFORMANCE GUARANTEE
IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. #644

March 21, 2024

FROM: Montgomery Bank, a Missouri Non-fiduciary Trust Company
2027 Broadway
Cape Girardeau, MO. 63701

TO: The Amendment and Restatement of The Ryland R. Meyr
Voluntary Trust Agreement of December 29, 2006
966 Co Rd 616
Jackson, Mo. 63755

And

City of Cape Girardeau, Missouri - Beneficiary
City Hall, 401 Independence Street
Cape Girardeau, Mo. 63701

We hereby establish our irrevocable letter of credit in your favor in the amount of \$145,325.00. This amount is available upon demand and upon the approval of the beneficiary – City of Cape Girardeau, Missouri for the construction of sidewalks, street lights, and permanent turnaround.

“Performance Guarantees”, this irrevocable letter of credit is being provided by the construction company, The Amendment and Restatement of The Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006., as a guarantee that the actual construction shall be completed on or before March 21, 2026. This irrevocable letter of credit being provided as a performance guarantee and represents the estimated total cost for the construction as estimated by the builders bid sheet, attached exhibit A, and approved by City of Cape Girardeau, Missouri.

MONTGOMERY BANK, a Missouri Non-fiduciary Trust Company

BY

A handwritten signature in black ink, appearing to read "J. Limbaugh", written over a horizontal line.

James Limbaugh, Community Bank President



Telephone: 1-800-455-2275 • E-mail: customerservice@montgomerybank.com



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-065

SUBJECT

A Resolution authorizing the City Manager to execute Performance Guarantee Agreements with RiverWest Partners, L.C., for public sidewalk improvements for Walden Park, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute performance guarantee agreements for public sidewalk improvements for Walden Park Phases 4 and 5.

BACKGROUND/DISCUSSION

The City previously entered into performance guarantee agreements with RiverWest Partners, L.C. for public sidewalk improvements for Walden Park Phases 4 and 5. The agreements are now expired, and some of the sidewalks have not been constructed. Two new agreements have been prepared. As part of each agreement, the developer has obtained a letter of credit (in the amount of \$1,485.00 for Phase 4 and \$6,323.00 for Phase 5) based on cost estimates prepared by the City's engineering staff. Each agreement, with its letter of credit, is attached.

FINANCIAL IMPACT

Per each agreement, if the developer does not complete the improvements in two years, then the City may complete them and request payment from the letter of credit to recover its costs.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute the performance guarantee agreements for Walden Park.

ATTACHMENTS:

Name:	Description:
Perf Guar Agreements RiverWest Partners Walden Park Phase 4 5.doc	Resolution
Performance Guarantee Agreement Walden Park Phase 4 (Sidewalks) - Partially Executed.pdf	Performance Guarantee Agreement - Walden Park Phase 4 (Sidewalks)
Performance Guarantee Agreement Walden Park Phase 5 (Sidewalks) - Partially Executed.pdf	Performance Guarantee Agreement - Walden Park Phase 5 (Sidewalks)

BILL NO. 24-43

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PERFORMANCE GUARANTEE AGREEMENTS WITH RIVERWEST PARTNERS, L.C., FOR PUBLIC SIDEWALK IMPROVEMENTS FOR WALDEN PARK, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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 Performance Guarantee Agreements with RiverWest Partners, L.C., for public sidewalk improvements for Walden Park Phases 4 and 5. The Agreements shall be in substantially the form attached hereto, which documents are hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



PERFORMANCE GUARANTEE AGREEMENT
WALDEN PARK PHASE 4
(SIDEWALKS)

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this ____ day of _____, 20____, by and between RIVERWEST PARTNERS, L.C., a Missouri Limited Liability Company, having its principal office and place of business at 2832 Walden Boulevard, Cape Girardeau, Missouri, 63701, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of Walden Park Phase 4, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, the Developer and the City previously entered into an agreement for establishing a performance guarantee in lieu of the Developer constructing the public sidewalks in said subdivision prior to the approval of said record plat by the City; and

WHEREAS, said agreement has expired; and

WHEREAS, the Parties wish to execute this Agreement to replace the expired agreement and to establish a new performance guarantee for constructing the public sidewalks in said subdivision.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks in said Walden Park Phase 4, hereinafter referred to as the "Subdivision".
2. First Missouri State Bank of Cape County, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalk improvements in the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks in the Subdivision and commits itself for enough funds to complete said sidewalks. Further, the Letter of Credit lists the City as the Beneficiary

and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.
4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.
5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the public sidewalks shown on the approved improvement plans have not been constructed, then the City may request payment from the balance of the Letter of Credit as required in order to construct the missing sidewalks. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

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

(Continued on following pages)

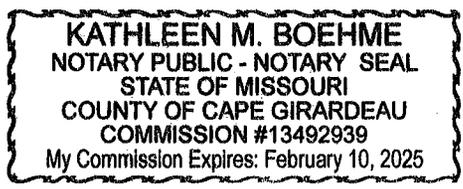
RIVERWEST PARTNERS, L.C.

Gerald W. Jones II
Gerald W. Jones II
Member

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

On this 15th day of March, 2024, before me personally appeared Gerald W. Jones II, Member of RiverWest Partners, L.C., a Missouri Limited Liability Company, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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



Kathleen M Boehme
Notary Public Signature

Kathleen M Boehme
Notary Public Printed Name

My Commission Expires:

CITY OF CAPE GIRARDEAU, MISSOURI

Dr. Kenneth Haskin, City Manager

ATTEST:

Signature

Printed Name and Title

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

On this _____ day of _____, 20____, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
(on following page)



DATE: March 15, 2024

FROM: First Missouri State Bank of Cape County
2 S Mt Auburn Rd
Cape Girardeau, MO 63703

TO: Riverwest Partners LC
2832 Walden Blvd
Cape Girardeau, Missouri 63701

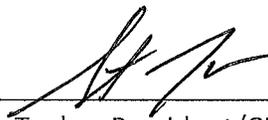
AND

City of Cape Girardeau, Missouri – Beneficiary
City Hall, 401 Independence Street
Cape Girardeau, MO 63701

IRREVOCABLE LETTER OF CREDIT #377

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of One Thousand Four Hundred Eighty-Five and 00/100 dollars (\$1,485.00) available upon your demand and upon the approval of Beneficiary – City of Cape Girardeau for the cost of developing Walden Park Phase 4 Subdivision (Sidewalks) according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, Beneficiary – City of Cape Girardeau may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

FINANCIAL INSTITUTION
First Missouri State Bank of Cape County



Steve Taylor, President/CEO

PERFORMANCE GUARANTEE AGREEMENT
WALDEN PARK PHASE 5
(SIDEWALKS)

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this ____ day of _____, 20____, by and between RIVERWEST PARTNERS, L.C., a Missouri Limited Liability Company, having its principal office and place of business at 2832 Walden Boulevard, Cape Girardeau, Missouri, 63701, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of Walden Park Phase 5, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, the Developer and the City previously entered into an agreement for establishing a performance guarantee in lieu of the Developer constructing the public sidewalks in said subdivision prior to the approval of said record plat by the City; and

WHEREAS, said agreement has expired; and

WHEREAS, the Parties wish to execute this Agreement to replace the expired agreement and to establish a new performance guarantee for constructing the public sidewalks in said subdivision.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks in said Walden Park Phase 5, hereinafter referred to as the "Subdivision".
2. First Missouri State Bank of Cape County, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalk improvements in the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks in the Subdivision and commits itself for enough funds to complete said sidewalks. Further, the Letter of Credit lists the City as the Beneficiary

and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.
4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.
5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the public sidewalks shown on the approved improvement plans have not been constructed, then the City may request payment from the balance of the Letter of Credit as required in order to construct the missing sidewalks. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

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

(Continued on following pages)

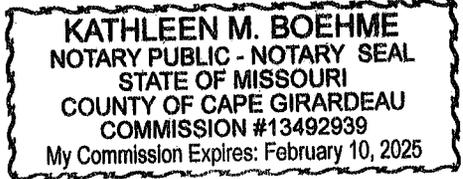
RIVERWEST PARTNERS, L.C.

Gerald W. Jones II
Gerald W. Jones II
Member

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

On this 15th day of March, 2024, before me personally appeared Gerald W. Jones II, Member of RiverWest Partners, L.C., a Missouri Limited Liability Company, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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



Kathleen M Boehme
Notary Public Signature

Kathleen M Boehme
Notary Public Printed Name

My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
(on following page)



DATE: March 15, 2024

FROM: First Missouri State Bank of Cape County
2 S Mt Auburn Rd
Cape Girardeau, MO 63703

TO: Riverwest Partners LC
2832 Walden Blvd
Cape Girardeau, Missouri 63701

AND

City of Cape Girardeau, Missouri – Beneficiary
City Hall, 401 Independence Street
Cape Girardeau, MO 63701

IRREVOCABLE LETTER OF CREDIT #382

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of Six Thousand Three Hundred Twenty-Three and 00/100 dollars (\$6,323.00) available upon your demand and upon the approval of Beneficiary – City of Cape Girardeau for the cost of developing Walden Park Phase 5 Subdivision (Sidewalks) according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, Beneficiary – City of Cape Girardeau may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

FINANCIAL INSTITUTION
First Missouri State Bank of Cape County



Steve Taylor, President/CEO

Staff: Jake Garrard, PE, City Engineer
Agenda: 4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-066

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Tenmile Holdings, LLC for installation of a marquee sign and awning with column posts at 824 Broadway in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Tenmile Holdings, LLC, owners of the property known as the Esquire Theater Building, for a projecting sign, marquee/balcony, and support columns over, on, and in the public sidewalk and right of way adjacent to the owner's property located at 824 Broadway. This property is further described as the East Part of Lot 50 in Range "E" in the City and County of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

Tenmile Holdings, LLC has begun renovations and improvements to 824 Broadway to offer commercial lease space. The improvements mentioned are along the front entrance of the building and project into the public right of way warranting the need for an L&I Agreement. The improvements include a marquee style sign and balcony with supporting columns coming down into the sidewalk in front of the Esquire Theater building. The sign is approximately 14 ½ ft tall. The marquee balcony protrudes into the right of way approximately 9 feet.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a License and Indemnity Agreement to place certain improvements in the Broadway right of way at 824 Broadway in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
License and Indemnity Tenmile 824 Broadway.doc	Resolution
L I Agreement Columns Sign Balcony Esquire Theater EXECUTED by owner.pdf	License and Indemnity Agreement
Exhibits for Council.pdf	Exhibit

BILL NO. 24-44

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH TENMILE HOLDINGS, LLC, TO PLACE CERTAIN IMPROVEMENTS AT 824 BROADWAY, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Tenmile Holdings, LLC, for installation of a marquee sign and awning with column posts at 824 Broadway, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement, hereinafter referred to as this “Agreement”, is entered into by and between TENMILE HOLDINGS, LLC, a Missouri Limited Liability Company, hereinafter referred to as the “Licensee”, and the CITY OF CAPE GIRARDEAU, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the “City”. The Licensee and the City collectively are hereinafter referred to as the “Parties”.

WHEREAS, the Licensee desires to place certain improvements and/or conduct certain activities in or on the public right-of-way or other property owned or controlled by the City, hereinafter referred to as the “City Property”; and

WHEREAS, the City has prepared this Agreement for the purposes of granting permission to the Licensee to place said improvements and/or conduct said activities in or on the City Property, subject to certain conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties do hereby state, acknowledge, and agree as follows:

1. The City hereby grants the Licensee permission for the following improvements and/or activities: to install, operate, and maintain a projecting sign, marquee/balcony, and support columns over, on, and in the public sidewalk adjacent to the Licensee’s property located at 824 Broadway, further described as the East Part of Lot 50 in Range “E” in the City and County of Cape Girardeau, Missouri, said improvements and/or activities being more particularly described and/or depicted in the attached Exhibit A, which is made a part hereof as though fully set out herein.
2. The Licensee hereby assumes all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses, or leaves the City Property, which may occur directly or indirectly as a result of the placement of said improvements and/or the conduct of such activities in or on the City Property.
3. The Licensee hereby releases the City, its officers, employees, agents, servants, and assigns from any liability resulting from the placement of said improvements and/or the conduct of such activities in or on the City Property.
4. The Licensee hereby indemnifies and holds harmless the City, its officers, employees, agents, servants, and assigns from all suits and actions of every name and description brought against the same, for or on account of any injuries or damages received or sustained by any party or parties or alleged to be received or sustained by any party or parties that may result directly or indirectly from the placement of said improvements and/or the conduct of such activities in or on the City Property.
5. The Licensee hereby agrees to keep said improvements in a state of good repair and to cooperate with the City by making necessary repairs as requested by the City so as to protect and preserve the public health and safety.

6. The Licensee hereby agrees that it will not maintain in or on the City Property any hazardous or toxic waste or substances, as defined under all applicable federal, state, and local environmental laws, including, but not limited to: hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, as amended (hereinafter referred to as “RCRA”), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (hereinafter referred to as “CERCLA”), and toxic substances as defined in the Toxic Substances Control Act, as amended (hereinafter referred to as “TSCA”). Any operations in or on the City Property shall not be in violation of any laws, regulations, ordinances, statutes, orders, or decrees of any governmental body, arbitration tribunal, or court, including, without limitation, RCRA, CERCLA, TSCA, and all regulations thereunder. There shall be no conduct of business in or on the City Property that constitutes a violation of environmental laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
7. Neither this Agreement, nor any portion thereof, nor any actions of the City in granting permission to place said improvements and/or conduct said activities in or on the City Property, shall be construed to give the Licensee any irrevocable rights with respect thereto. The City reserves the right to terminate this Agreement and to order the removal of said improvements and/or the cessation of said activities, at the Licensee’s cost, for any reason. In such event, the Licensee agrees to remove said improvements and/or cease said activities within a reasonable period of time as determined by the City. Should the Licensee fail to remove said improvements and/or cease said activities within said period of time, the City shall have the right to cause said improvements to be removed and/or said activities to be stopped, and any costs incurred by the City in doing so shall be paid by the Licensee. Should the Licensee fail to pay the City for said costs, the City shall have the right to issue a special tax bill, which shall be a lien against the Licensee’s property referenced herein.
8. This Agreement shall be a continuing obligation running with the land, and shall bind the Licensee and any heirs, executors, administrators, successors, assigns, and legal representatives of the Licensee. This Agreement shall be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be of record.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 28th day of MARCH, 2024.

TENMILE HOLDINGS, LLC

[Signature]
Signature

BENJAMIN F TRAXEL, PRESIDENT
Printed Name and Title

STATE OF Missouri)
COUNTY OF Cape Girardeau) SS.

On this 28 day of March, 2024, before me personally appeared Benjamin F. Traxel, who did state that they are the president of Tenmile Holdings, LLC, a Missouri Limited Liability Company, and that they executed the foregoing instrument as the free act and deed of said Limited Liability Company for the purposes therein stated.

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



[Signature]
Notary Public Signature
Susana Gutierrez
Notary Public Printed Name

My Commission Expires:

CITY OF CAPE GIRARDEAU

Dr. Kenneth Haskin, City Manager

ATTEST:

Signature

Printed Name and Title

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

On this _____ day of _____, 20____, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

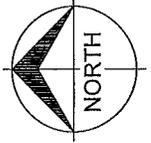
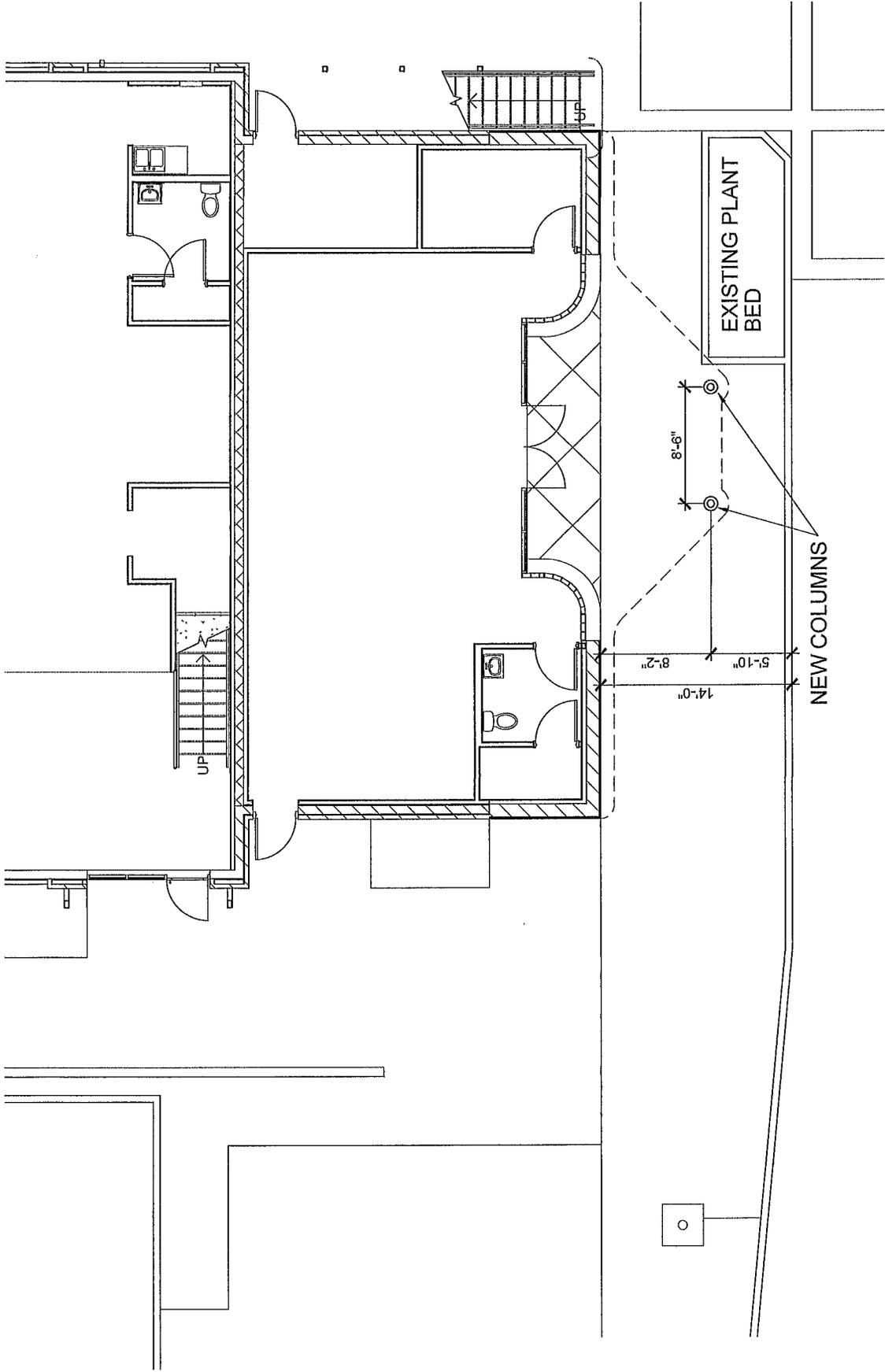
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

Notary Public Signature

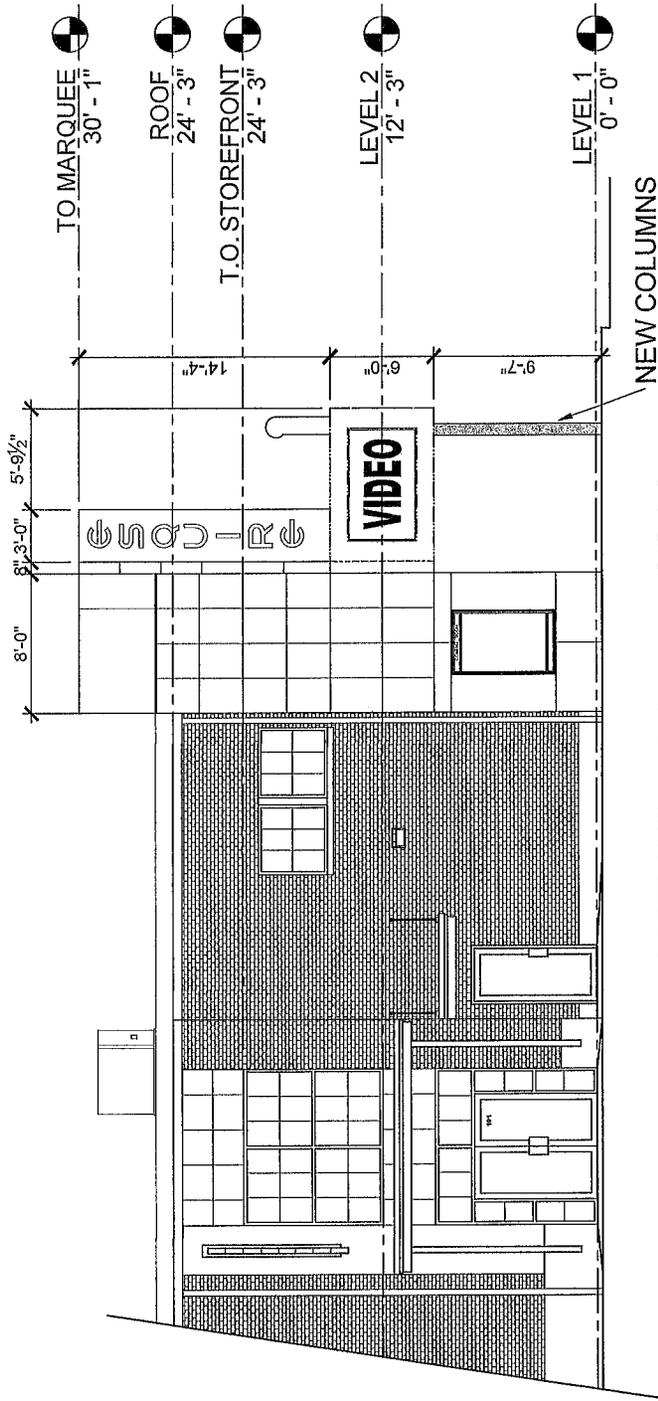
Notary Public Printed Name

My Commission Expires:

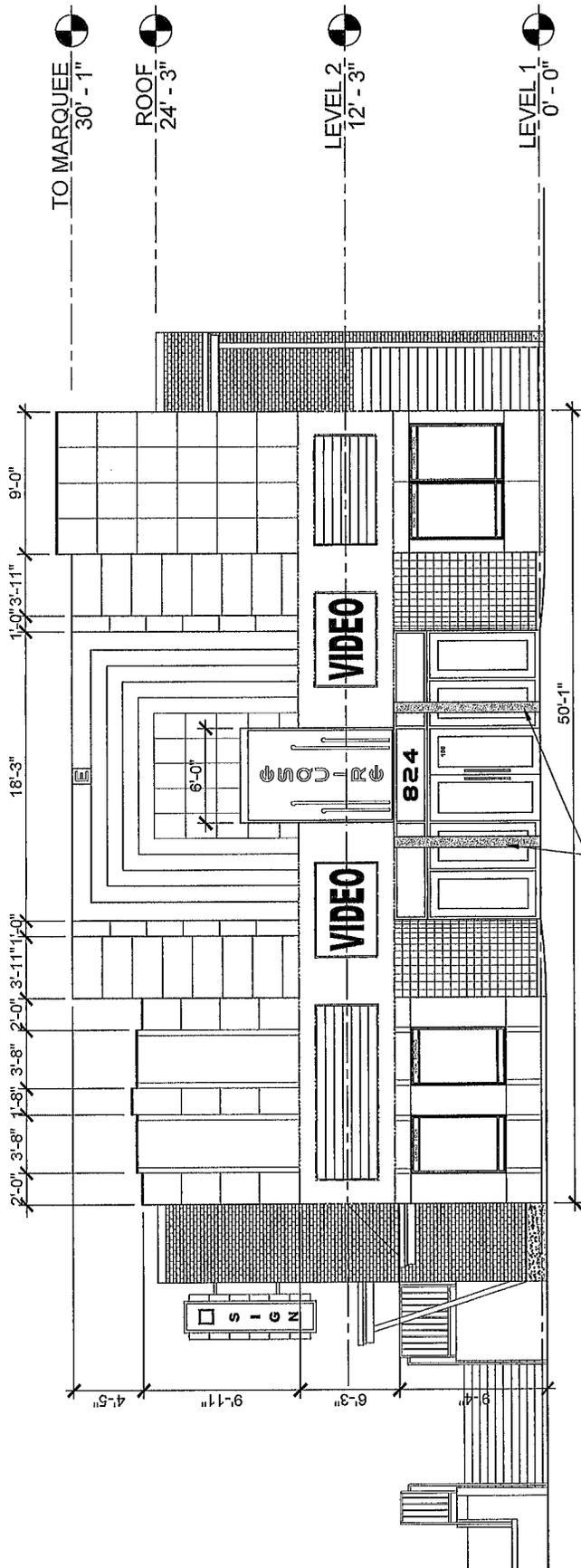
EXHIBIT A
AUTHORIZED IMPROVEMENTS AND/OR ACTIVITIES
(on following page(s))



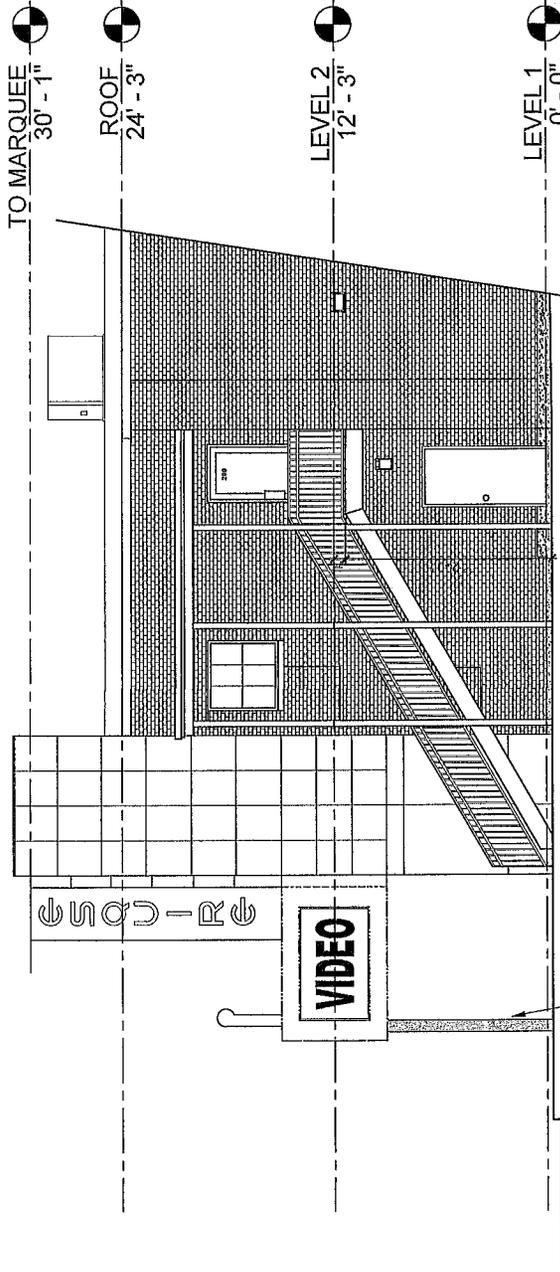
MAIN LEVEL FLOOR PLAN



WEST ELEVATION
 3/32" = 1'-0"



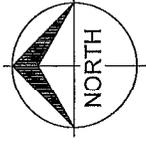
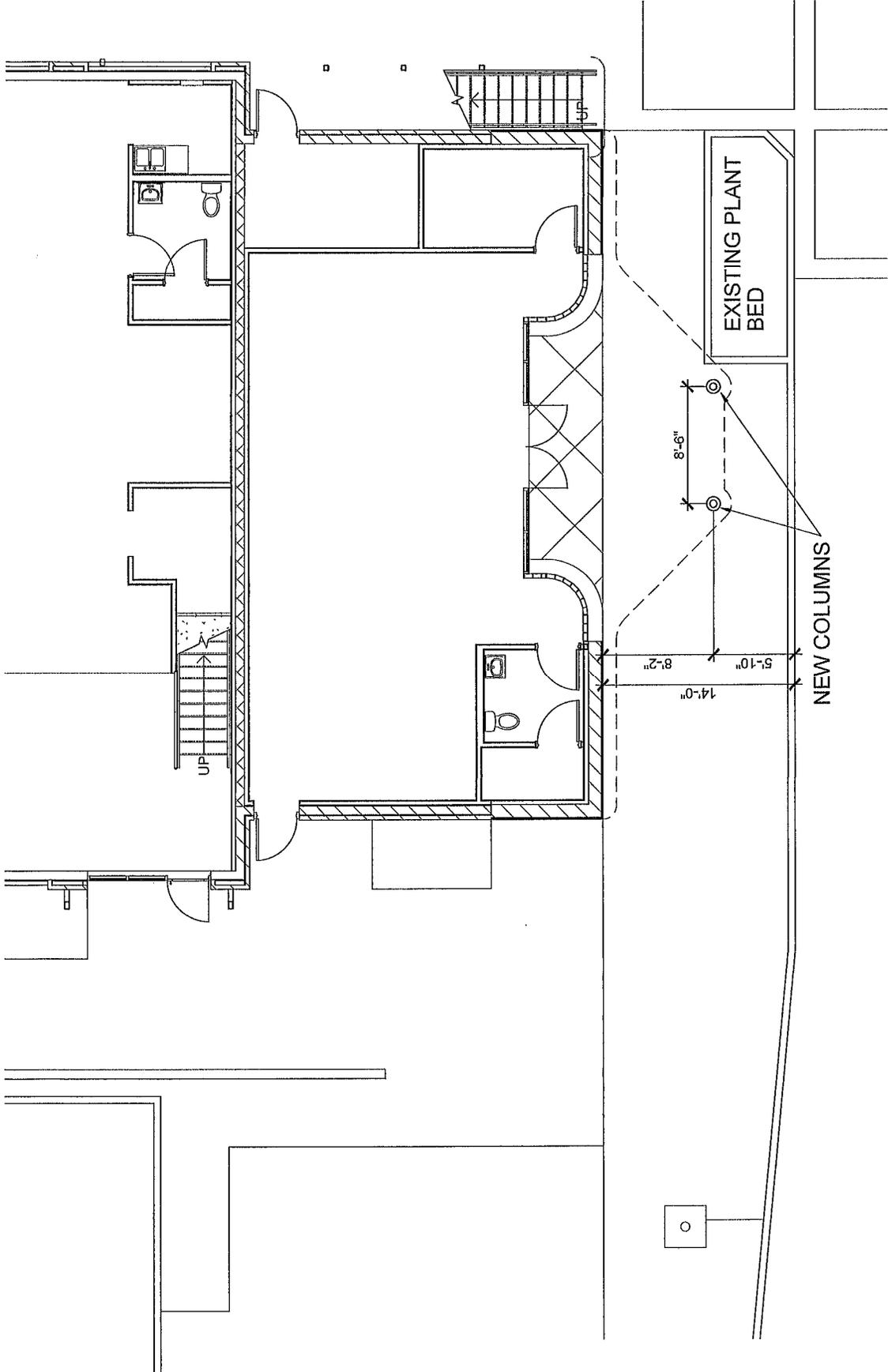
SOUTH ELEVATION
 3/32" = 1'-0"



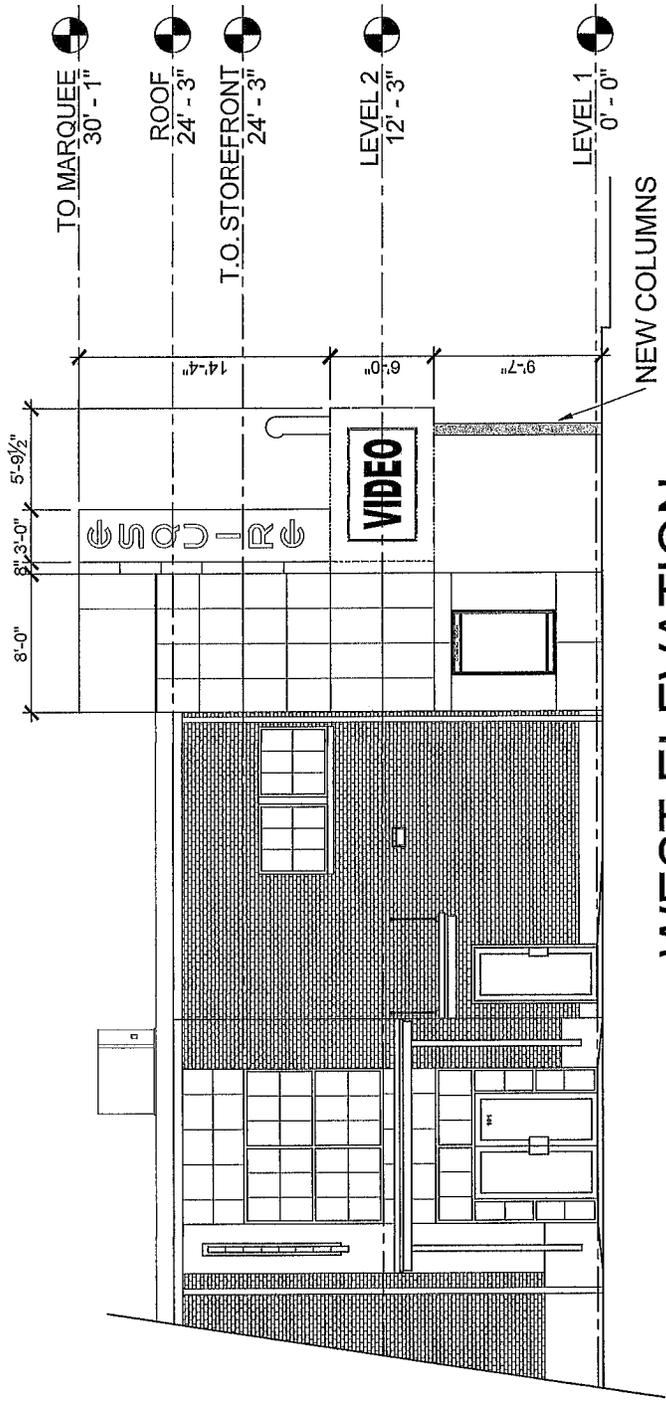
EAST ELEVATION

3/32" = 1'-0"

NEW COLUMNS



MAIN LEVEL FLOOR PLAN



WEST ELEVATION

3/32" = 1'-0"

Staff: Jake Garrard, PE, City Engineer
Agenda: 4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-067

SUBJECT

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

EXECUTIVE SUMMARY

A motion to accept improvements from Cape Retirement Community, Inc., d/b/a Chateau Girardeau for Ramsay's Run retirement community.

BACKGROUND/DISCUSSION

Public improvements constructed to serve the Ramsay's Run retirement community are as follows:

WATER MAIN

- 8" HDPE Water Main - 769 LF
- 6" HDPE Water Main - 1263 LF
- Fire Hydrant - 4 Each
- 6" Gate Valve - 5 Each
- 8" Gate Valve - 8 Each

SANITARY SEWER MAIN

- 8" SDR-35 PVC Sewer Main - 2610 LF
- Sewer Manhole - 12 Each

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

FINANCIAL IMPACT

The 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 improvements to serve the Ramsay's Run retirement community into the City System.

ATTACHMENTS:	
Name:	Description:
N-692 As Built Ramsays Run 03.27.24.pdf	As-Built Plan

RECORD PLANS FOR RAMSAY'S RUN BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63701

RECORD OWNER

CAPE RETIREMENT COMMUNITY, INC.
3120 INDEPENDENCE STREET
CAPE GIRARDEAU, MISSOURI 63703

DOC. NO. 2018-12543
DOC. NO. 2019-00785

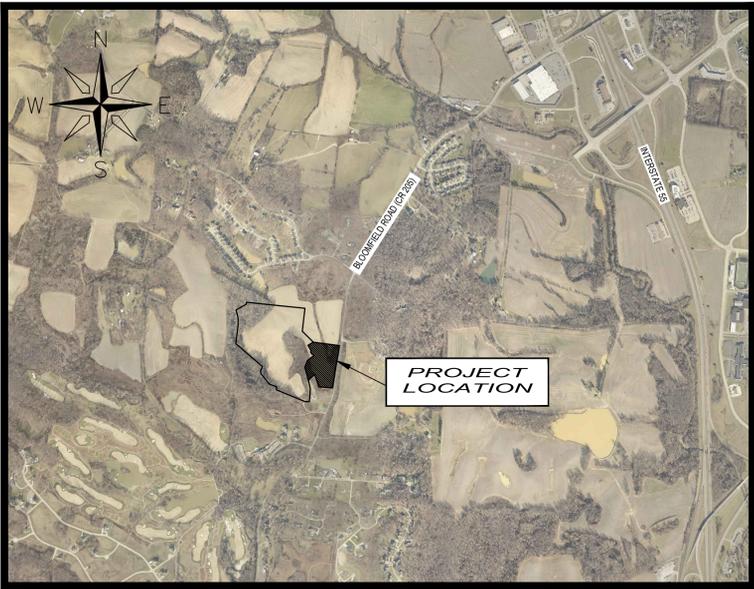
ZONING AND BUILDING SETBACKS

ZONING: PD, PLANNED DEVELOPMENT

FRONT YARD: 20'
REAR YARD: 20'
SIDE YARD: 5'

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN ZONE X, AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEMA FIRM MAP COMMUNITY PANEL NO. 29031C 0263E & 0264E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.



VICINITY MAP

PLAN SHEET INDEX

- R0.1 COVER SHEET
- R0.2 LEGEND, QUANTITIES, ABBREVIATIONS, GENERAL NOTES
- R1.1 INFRASTRUCTURE PLAN
- R1.2 SANITARY SEWER EXTENSION PLAN
- R1.6 SANITARY SEWER TABLES
- R3.1 SANITARY SEWER MAIN A PLAN & PROFILE
- R3.2 SANITARY SEWER MAIN A PLAN & PROFILE
- R3.3 SANITARY SEWER MAIN B PLAN & PROFILE
- R5.1 WATER MAIN A PLAN & PROFILE
- R5.2 WATER MAIN B PLAN & PROFILE
- R5.3 WATER MAIN B PLAN & PROFILE

KE KOEHLER
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RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD
CHATEAU GIRARDEAU
3120 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63701



SEAL

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REV	DATE	DESCRIPTION
1	02/29/24	ADDRESSED CITY COMMENTS
2	02/27/24	ADDRESSED CITY COMMENTS

COVER SHEET

KELS PJCT NO. 37328 OWNR PJCT NO.

DESIGNED BY CK / MG SHEET NO. R0.1

DRAWN BY CK / MG / AG

CHECKED BY CK

DATE 02/29/2024

GENERAL LEGEND

	BENCHMARK / CONTROL POINT		EXISTING SANITARY SEWER MANHOLE
	CONTROL POINT		AS-BUILT MANHOLE
	FOUND 1/2" IRON PIN		SANITARY SEWER CLEANOUT
	SET 1/2" IRON PIN		AS-BUILT SANITARY SEWER LINE
	FOUND STONE		EXISTING SANITARY SEWER LINE
	FOUND STATE DOT R/W MARKER		EXISTING SINGLE STORM SEWER INLET
	FOUND IRON PIPE		AS-BUILT CURB INLET AND/OR AREA INLET
	FOUND OTHER CORNER, DESCRIBED ON PLAT		AS-BUILT STORM SEWER LINE
	SET OTHER CORNER, DESCRIBED ON PLAT		EXISTING STORM SEWER LINE
	EXISTING MAJOR CONTOUR		FLARED END SECTION
	EXISTING MINOR CONTOUR		JUNCTION MANHOLE
	AS-BUILT GRADE MAJOR CONTOUR		RIPRAP BLANKET
	AS-BUILT GRADE MINOR CONTOUR		EROSION CONTROL BLANKET
	PROPERTY LINE		AS-BUILT RETAINING WALL
	RIGHT OF WAY LINE		EXISTING YARD LIGHT
	EXISTING EASEMENT LINE		UTILITY POLE
	CONSTRUCTION LIMITS		STREET LIGHT
	AS-BUILT STREET, ROAD OR DRIVE, WITH CURBS		UTILITY POLE WITH GUY ANCHOR
	AS-BUILT CONCRETE SIDEWALK		UTILITY POLE WITH ANCHOR POLE
	TRUNCATED DOMES		TELEPHONE PEDESTAL
	BUILDING OR STRUCTURES		ELECTRIC TRANSFORMER
	AREA WITH ASPHALT SURFACE		CABLE TELEVISION BOX
	AREA WITH GRAVEL SURFACE		EXISTING GAS VALVE
	AREA WITH CONCRETE SURFACE		PROPOSED GAS VALVE
	EVERGREEN TREE (DIA. OF TRUNK NOTED)		EXISTING BURIED TELEPHONE
	DECIDUOUS TREE (DIA. OF TRUNK NOTED)		EXISTING BURIED ELECTRIC
	HEDGE OR BUSH		EXISTING BURIED CABLE TELEVISION
	SMALL TREES AND BRUSH		EXISTING OVERHEAD TELEPHONE
	TREE LINE		EXISTING OVERHEAD UTILITIES
	STUMP (DIA. NOTED)		EXISTING OVERHEAD CABLE TELEVISION
	SIGN (AS NOTED)		EXISTING ANCHOR WIRE
	MAILBOX		EXISTING GAS LINE
	EXISTING FENCE LINE		EXISTING FIBER OPTIC
	GUARD RAIL		EXISTING WATER LINE
	SILT FENCING		AS-BUILT BURIED ELECTRIC
	ROCK DITCH CHECKS		AS-BUILT FIBER OPTIC
	FLOWLINE OF PROPOSED DITCH		EXISTING LIGHT POLE WITH FIXTURE
			AS-BUILT LIGHT POLE WITH FIXTURE
			EXISTING PULLBOX
			AS-BUILT PULLBOX
			EXISTING FIRE HYDRANT
			AS-BUILT FIRE HYDRANT
			EXISTING WATER VALVE
			AS-BUILT WATER VALVE
			EXISTING WATER METER
			AS-BUILT THRUST BLOCK
			AS-BUILT DEAD END FLUSH DEVICE
			AS-BUILT WATERLINE (SIZE INDICATED)

*** NOTE ***
ALL ITEMS IN THE GENERAL LEGEND OR ABBREVIATIONS MAY OR MAY NOT BE USED IN THIS PLAN SET

ABBREVIATIONS

AGG	AGGREGATE	AI	AREA INLET
APPROX	APPROXIMATE	ASPH	ASPHALT
BLK	BACK OF CURB	BLDG	BUILDING
BL	BASELINE	CI	CURB INLET
BLDG	BUILDING	CL	CENTER LINE
CI	CURB INLET	CL	CENTER LINE
Q	CORRUGATED METAL PIPE	CMP	CORRUGATED METAL PIPE
CL	CLEANOUT	CO	CLEANOUT
CMP	COMBINED	COMB	COMBINED
CO	CONCRETE	CONC	CONCRETE
COMB	DOUBLE CURB INLET	DCI	DOUBLE CURB INLET
CONC	DROP INLET	DI	DROP INLET
DCI	DIAMETER	DIA	DIAMETER
DI	DUCTILE IRON PIPE	DIP	DUCTILE IRON PIPE
DIA	DO NOT DISTURB	DND	DO NOT DISTURB
DIP	ELEVATION	EL	ELEVATION
DND	ELLIPTICAL	ELL	ELLIPTICAL
EL	EDGE OF PAVEMENT	EOP	EDGE OF PAVEMENT
ELL	END OF RADIUS	EOR	END OF RADIUS
EOP	EXISTING	EX	EXISTING
EOR	FLARED END SECTION	FES	FLARED END SECTION
EX	FLOW LINE	FL	FLOW LINE
FES	FEET	FT	FEET
FL	GAS	G	GAS
FT	GATE VALVE	GV	GATE VALVE
G	HIGH	H	HIGH
GV	HEADWALL	HDWL	HEADWALL
H	HIGH PRESSURE GAS	HG	HIGH PRESSURE GAS
HDWL	HYDRANT	HYD	HYDRANT
HG	INVERT	INV	INVERT
HYD	VERTICAL CONSTANT OF CHANGE IN GRADIENT	K	VERTICAL CONSTANT OF CHANGE IN GRADIENT
INV	LENGTH OF VERTICAL CURVE	LC	LENGTH OF VERTICAL CURVE
K	LINEAL	LIN	LINEAL
LC	LOCATION	LOC	LOCATION
LIN	LEFT	LT	LEFT
LOC	MAXIMUM	MAX	MAXIMUM
LT	MANHOLE	MH	MANHOLE
MAX	MINIMUM	MIN	MINIMUM
MH	MISCELLANEOUS	MISC	MISCELLANEOUS
MIN	MIDDLE ORDINATE	MO	MIDDLE ORDINATE
MISC	NOW OR FORMERLY	N/F	NOW OR FORMERLY
MO	NUMBER	NO	NUMBER
N/F	OVERHEAD	OH	OVERHEAD
NO	PAVEMENT	PAVMT	PAVEMENT
OH	PORTLAND CEMENT CONCRETE	PCC	PORTLAND CEMENT CONCRETE
PAVMT	PEDESTAL	PED	PEDESTAL
PCC	POINT OF INTERSECTION	PI	POINT OF INTERSECTION
PED	PROPERTY LINE	P/L	PROPERTY LINE
PI	PROPERTY LINE	PL	PROPERTY LINE
P/L	PROPOSED	PR	PROPOSED
PL	POWER POLE	PP	POWER POLE
PR	POINT OF VERTICAL CURVATURE	PVC	POINT OF VERTICAL CURVATURE
PP	POLYVINYL CHLORIDE PIPE	PVC	POLYVINYL CHLORIDE PIPE
PVC	POINT OF VERTICAL INTERSECTION	PVI	POINT OF VERTICAL INTERSECTION
PVC	POINT OF VERTICAL TANGENCY	PVT	POINT OF VERTICAL TANGENCY
PVI	RADIUS	R	RADIUS
PVT	REINFORCED CONCRETE BOX	RCB	REINFORCED CONCRETE BOX
R	REINFORCED CONCRETE PIPE	RCP	REINFORCED CONCRETE PIPE
RCB	RIGHT	RT	RIGHT
RCP	RIGHT OF WAY	R/W	RIGHT OF WAY
RT	SANITARY	SAN	SANITARY
R/W	SHEET	SH	SHEET
SAN	STOPPING SIGHT DISTANCE	SSD	STOPPING SIGHT DISTANCE
SH	STATION	STA	STATION
SSD	STORM	STM	STORM
STA	TELEPHONE	T	TELEPHONE
STM	TEMPORARY BENCH MARK	TBM	TEMPORARY BENCH MARK
T	TO BE REMOVED	TBR	TO BE REMOVED
TBM	TO BE REMOVED AND REPLACED	TBR&R	TO BE REMOVED AND REPLACED
TBR	TRANSFORMER	TRANS	TRANSFORMER
TBR&R	TOP SLAB	T.S.	TOP SLAB
TRANS	TYPICAL	TYP	TYPICAL
T.S.	VENED GRATED INLET	VGI	VENED GRATED INLET
TYP	WIDE	W	WIDE
VGI	WATER METER	WM	WATER METER
W	WITH	W/	WITH
WM	USE IN PLACE	W/P	USE IN PLACE
W/			
W/P			

QUANTITIES

PHASE 1			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
30	8" SDR-35 PVC Sewer Main	LF	2610
31	Sanitary Sewer Manhole	Each	12
32	4" Sanitary Sewer Service	LF	1068
33	4" Sanitary Sewer 45 bend	Each	3
34	8" HDPE Water Main	LF	769
35	6" HDPE Water Main	LF	1263
37	Fire Hydrant assembly (new, Tee to Hydrant)	Each	4
39	8" Gate Valve	Each	8
40	6" Gate Valve	Each	5
41	8"x6" M.J. Tee	Each	1
42	8"x6" M.J. Cross	Each	2
43	8" Water Main Cap & Block	Each	1
44	6" Water Main Cap & Block	Each	1

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RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 E. GARDEN STREET
CAPE GIRARDEAU, MO 63701



SEAL

STATE OF MISSOURI
L. KOEHLER
NUMBER 08727724
EXPIRES 08/27/24

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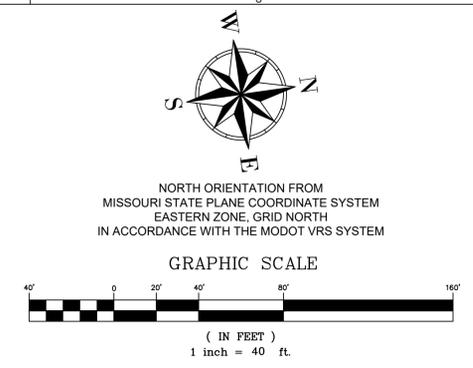
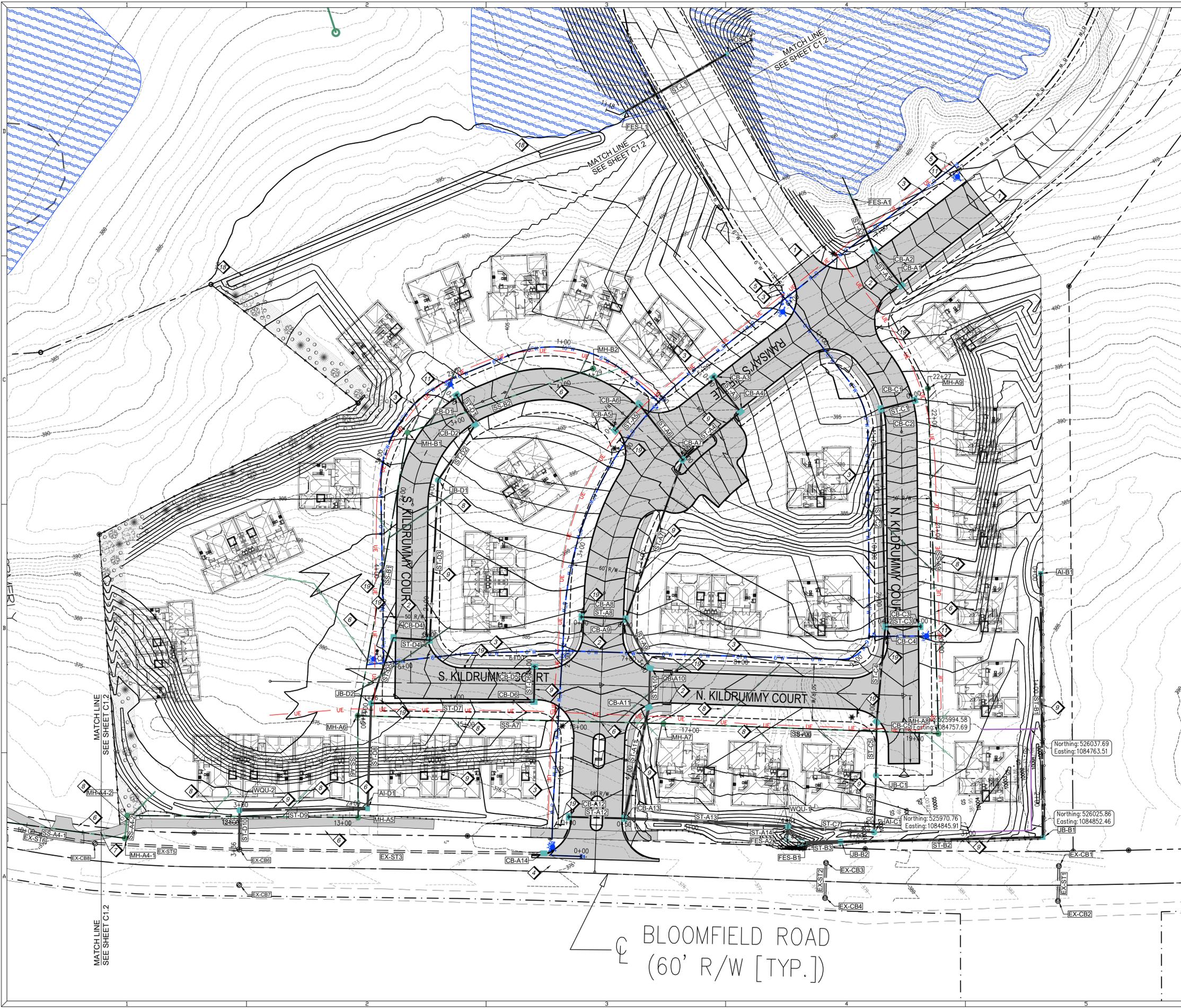
LEGEND, QUANTITIES, ABBREVIATIONS, GENERAL NOTES

KELS PUCT NO. 37328 OWN'R PUCT NO.

DESIGNED BY CK / MG
DRAWN BY CK / MG / AG
CHECKED BY CK

SHEET NO. **R0.2**

DATE 02.29.2024



Keyed Notes

- | ITEM | NOTE |
|------|---|
| 1 | END OF PHASE 1 STREET PAVING AND UTILITIES. |
| 2 | A.D.A. ACCESSIBLE RAMP WITH TRUNCATED DOMES AT ALL STREET CROSSINGS, TYPICAL. |
| 3 | AS-BUILT HDPE DR 11 WATER MAIN WITH TRACER WIRE, TYPICAL, 42 INCHES MINIMUM COVER. REFER TO SHEETS R5.1 - R5.3 FOR WATER MAIN PROFILES. |
| 4 | LIVE CONNECT (HOT TAP) TO EXISTING PUBLIC WATER MAIN WITH TAPPING SLEEVE AND SADDLE. 8" GATE VALVE ON NEW WATER MAIN. |
| 5 | GATE VALVE AND CAP AT END OF WATER MAIN, PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. |
| 6 | AS-BUILT 8" SDR-35 SANITARY SEWER MAIN, TYPICAL. REFER TO SHEETS R3.1 - R3.3 FOR SEWER MAIN PROFILES. |
| 7 | 6" THK. CONCRETE ENCASUREMENT AROUND SEWER MAIN. REFER TO PROFILES ON SHEET R3.1 FOR DIMENSIONS. |
| 8 | AS-BUILT 4" SEWER SERVICE LATERALS. REFER TO WYE CHART ON SHEET R1.6. |
| 9 | AS-BUILT STORM SEWER, TYPICAL. |
| 10 | AS-BUILT STREET LIGHT, AMEREN STANDARD, PER CITY OF CAPE GIRARDEAU STANDARDS & SPECIFICATIONS. |
| 11 | AS-BUILT FIRE HYDRANT LOCATION, TYPICAL, PER CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS. |
| 12 | NOT USED |
| 13 | NOT USED |
| 14 | NOT USED |
| 15 | NOT USED |
| 16 | NOT USED |
| 17 | NOT USED |
| 18 | INFILTRATION TRENCH, 365 LF. PER CITY OF CAPE GIRARDEAU STANDARDS & SPECIFICATIONS. REFER TO DETAIL, SHEET C1.6 |
| 19 | AS-BUILT STOP SIGN, R1-1 (M.U.T.C.D.), AND STREET SIGNS |
| 20 | AS-BUILT NO PARKING SIGN, R7-1 (M.U.T.C.D.) |

BLOOMFIELD ROAD
(60' R/W [TYP.])

KE KOEHLER
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194 Chateaufort Court
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RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD
CHATEAU GIRARDEAU
3190 E. BLOOMFIELD STREET
CAPE GIRARDEAU, MO 63701



SEAL

STATE OF MISSOURI
CHRISTOPHER L. KOEHLER
NUMBER 05727724
PE
DATE 08/27/24

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REV	DATE	DESCRIPTION
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INFRASTRUCTURE PLAN

KELS PJCT NO. 37328 OWNR PJCT NO. 37328

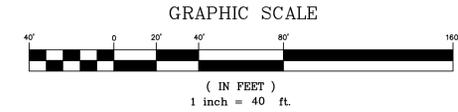
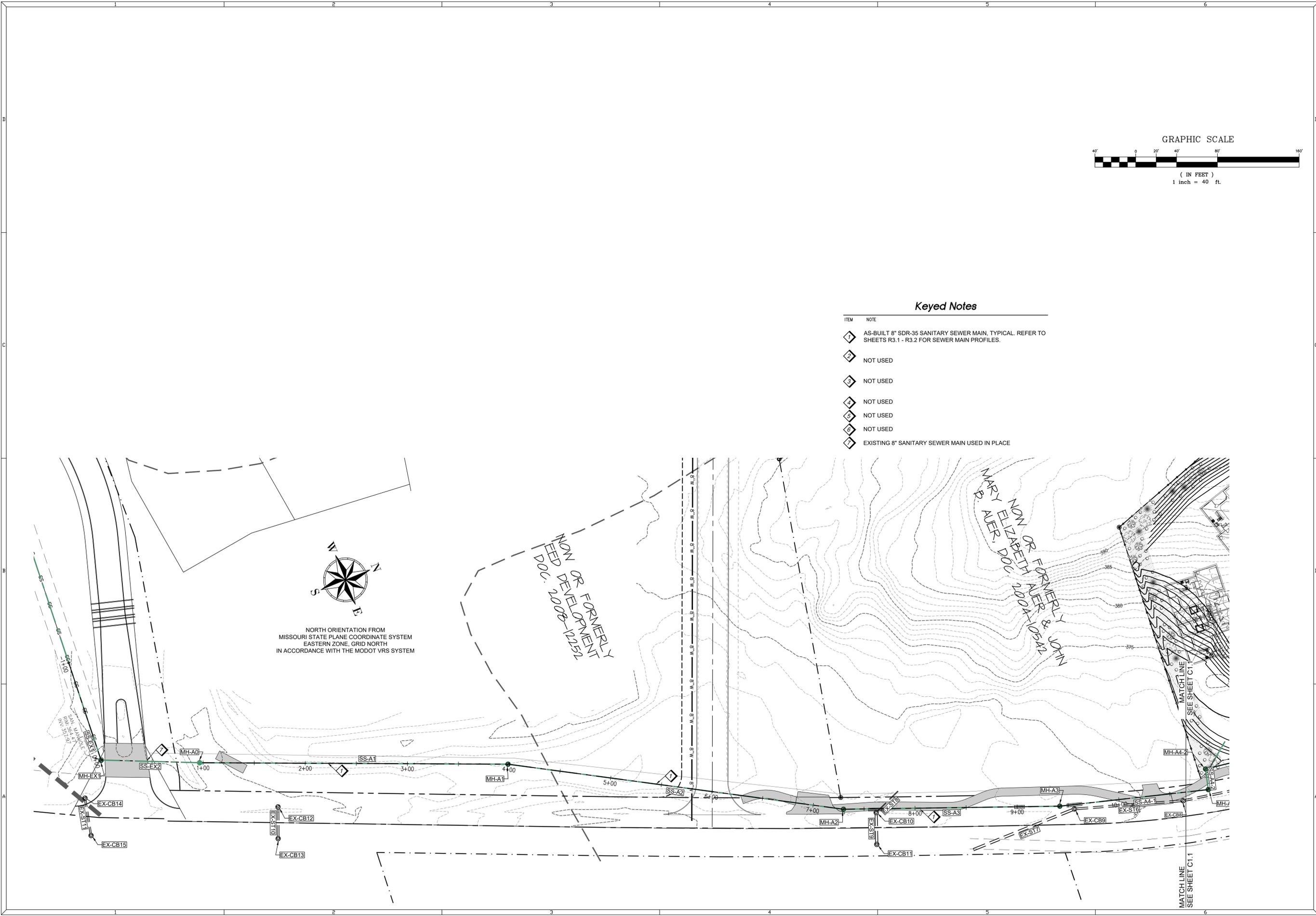
DESIGNED BY CK / MG

DRAWN BY CK / MG / AG

CHECKED BY CK

DATE 02.29.2024

SHEET NO. R1.1



Keyed Notes

ITEM	NOTE
1	AS-BUILT 8" SDR-35 SANITARY SEWER MAIN, TYPICAL. REFER TO SHEETS R3.1 - R3.2 FOR SEWER MAIN PROFILES.
2	NOT USED
3	NOT USED
4	NOT USED
5	NOT USED
6	NOT USED
7	EXISTING 8" SANITARY SEWER MAIN USED IN PLACE

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RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

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



SEAL

STATE OF MISSOURI
09/27/22
CHRISTOPHER L. KOEHLER
NUMBER 092772
PE
Professional Engineer

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SEWER MAIN EXTENSION PLAN

KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK / MG	SHEET NO. R1.2
DRAWN BY CK / MG / AG	
CHECKED BY CK	
DATE 02/29/2024	

SANITARY SEWER WYE TABLE

MH-A4-2 TO MH-A5

0+04	L	30'
0+72	L	30'
1+38	L	34'

MH-A5 TO MH-A6

0+05	R	18'
------	---	-----

MH-A6 TO MH-A7

0+83	R	18'
2+30	L	98'
2+56	R	16'

MH-A7 TO MH-A8

0+46	L	79'
0+82	R	19'
1+37	R	18'
2+32	R	34'

MH-A8 TO MH-A9

0+10	R	14'
0+72	R	14'
1+44	L	87'
1+47	R	14'
2+26	R	17'
2+97	R	10'

MH-A6 TO MH-B1

0+25	R	95'
0+50	L	83', 45"L, 45'
1+60	R	70'
1+65	L	25'

MH-B1 TO MH-B2

0+04	L	15', 45", 16'
0+21	L	56'
0+91	L	54'
1+62	L	21'
1+65	R	10', 45"L, 28'

SANITARY SEWER STRUCTURE SCHEDULE

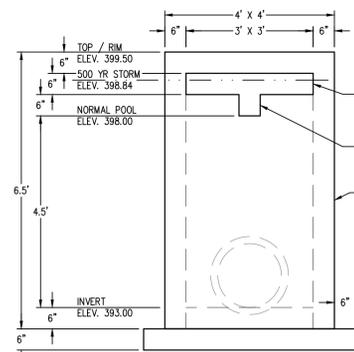
STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
MH-A0	CONCENTRIC CYLINDRICAL STRUCTURE	364.88	358.58 SS-A1	358.48 SS-EX
MH-A1	STANDARD MANHOLE	367.81	360.51 SS-A2	360.41 SS-A1
MH-A2	STANDARD MANHOLE	367.88	362.38 SS-A3	362.28 SS-A2
MH-A3	STANDARD MANHOLE	369.66	363.96 SS-A4-1	363.86 SS-A3
MH-A4-1	STANDARD MANHOLE	371.18	364.58 SS-A4-2	364.38 SS-A4-
MH-A4-2	CONCENTRIC CYLINDRICAL STRUCTURE	371.54	364.74 SS-A5	364.64 SS-A4-
MH-A5	STANDARD MANHOLE	373.65	365.95 SS-A6	365.85 SS-A5
MH-A6	INSIDE DROP MANHOLE	385.03	369.03 SS-A7 369.73 SS-B1	368.93 SS-A6
MH-A7	STANDARD MANHOLE	381.09	370.79 SS-A8	370.59 SS-A7
MH-A8	STANDARD MANHOLE	382.85	373.85 SS-A9	373.75 SS-A8
MH-A9	STANDARD MANHOLE	399.56		388.86 SS-A9
MH-B1	STANDARD MANHOLE	388.30	381.10 SS-B2	380.90 SS-B1
MH-B2	STANDARD MANHOLE	392.36		384.96 SS-B2
MH-EX1	EXISTING SWR. MANHOLE	364.47	358.17 SS-EX2	357.97 SS-EX

SANITARY SEWER PIPE SCHEDULE

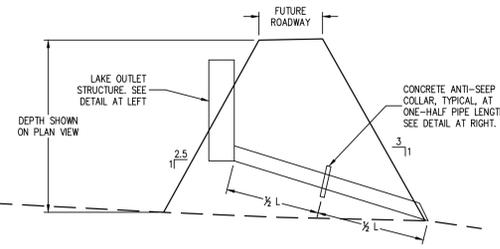
PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
SS-A1	8" PVC Pipe	297.9 LF	0.61%	360.41	358.58
SS-A2	8" PVC Pipe	327.4 LF	0.54%	362.28	360.51
SS-A3	8" PVC Pipe	207.8 LF	0.71%	363.86	362.38
SS-A4-1	8" PVC Pipe	142.2 LF	0.30%	364.38	363.96
SS-A4-2	8" PVC Pipe	16.2 LF	0.37%	364.64	364.58
SS-A5	8" PVC Pipe	201.4 LF	0.55%	365.85	364.74
SS-A6	8" PVC Pipe	86.0 LF	3.46%	368.93	365.95
SS-A7	8" PVC Pipe	268.1 LF	0.58%	370.59	369.03
SS-A8	8" PVC Pipe	241.0 LF	1.23%	373.75	370.79
SS-A9	8" PVC Pipe	302.1 LF	4.97%	388.86	373.85
SS-B1	8" PVC Pipe	250.9 LF	4.45%	380.90	369.73
SS-B2	8" PVC Pipe	170.6 LF	2.26%	384.96	381.10
SS-EX1	8" PVC Pipe	398.7 LF	1.01%	357.97	353.96
SS-EX2	8" PVC Pipe	92.6 LF	0.33%	358.48	358.17

SANITARY SEWER NOTES:

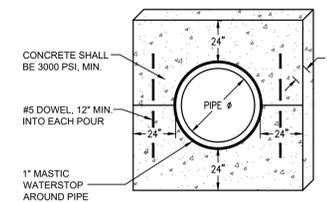
- STRUCTURES AND PIPES NAMED AS MH-EX# OR SS-EX# ARE EXISTING.
- ALL SANITARY STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARD DRAWINGS & SPECIFICATIONS, AS SHOWN ON DETAIL SHEET C1.7



LAKE OUTLET STRUCTURE DETAIL
NOT TO SCALE



LAKE OUTLET SCHEMATIC DETAIL
NOT TO SCALE



ANTI-SEEP COLLAR DETAIL
NOT TO SCALE

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RECORD PLANS FOR
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BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 E. GIBBERDIN STREET
CAPE GIRARDEAU, MO 63701



SEAL

STATE OF MISSOURI
03/27/22
CHRISTOPHER
L. KOEHLER
NUMBER
PE 0000000000
PE 0000000000
NATIONAL ENGINEERS

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SANITARY SEWER TABLES

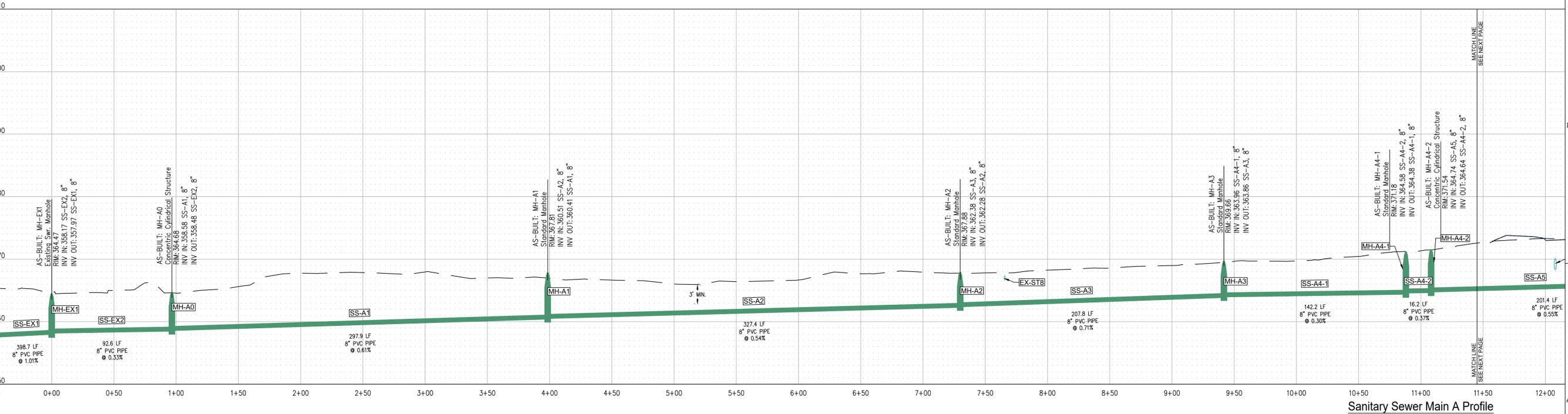
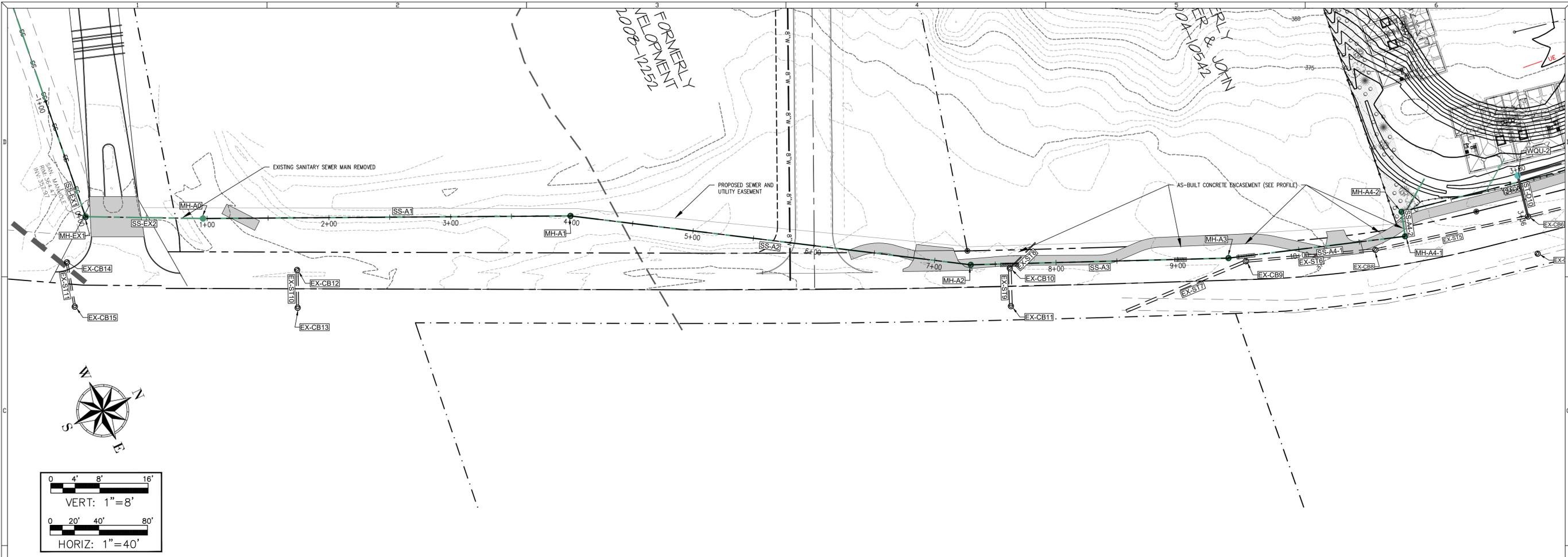
KELS PJCT NO. 37328 OWNR PJCT NO.

DESIGNED BY CK / MG SHEET NO. **R1.6**

DRAWN BY CK / MS / AG

CHECKED BY CK

DATE 02.29.2024



Sanitary Sewer Main A Profile



RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

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



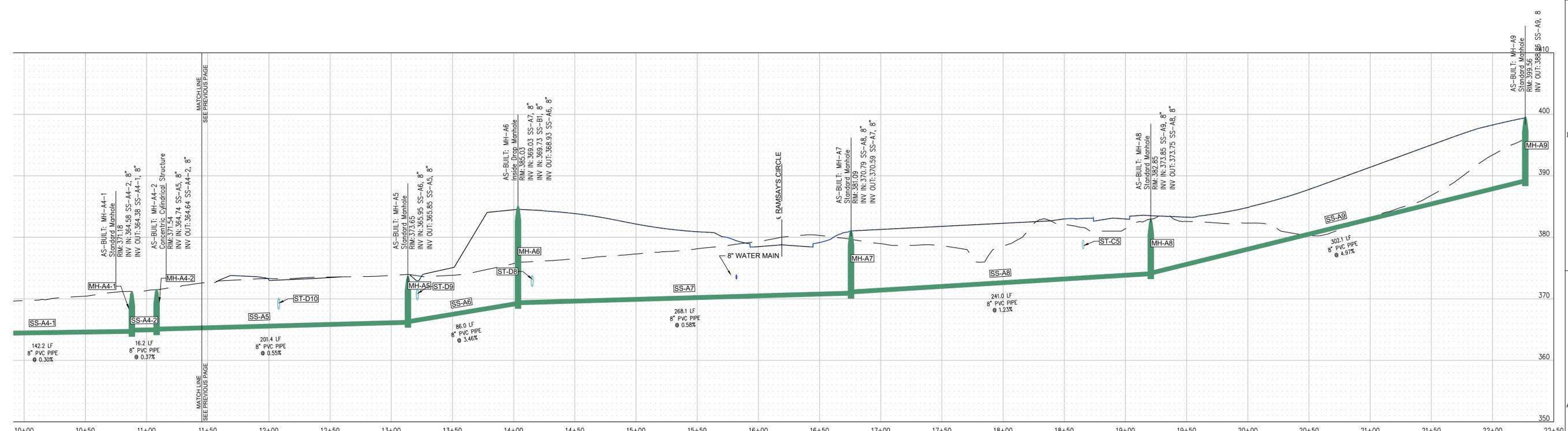
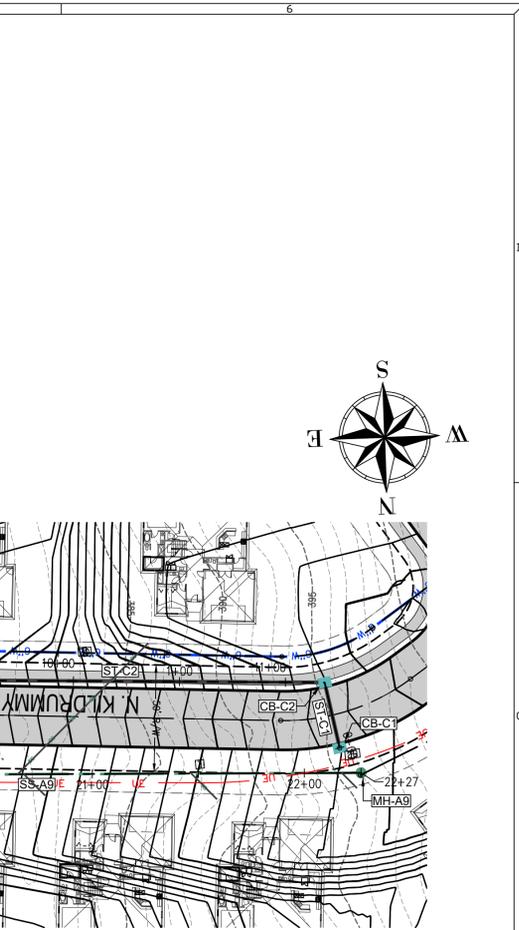
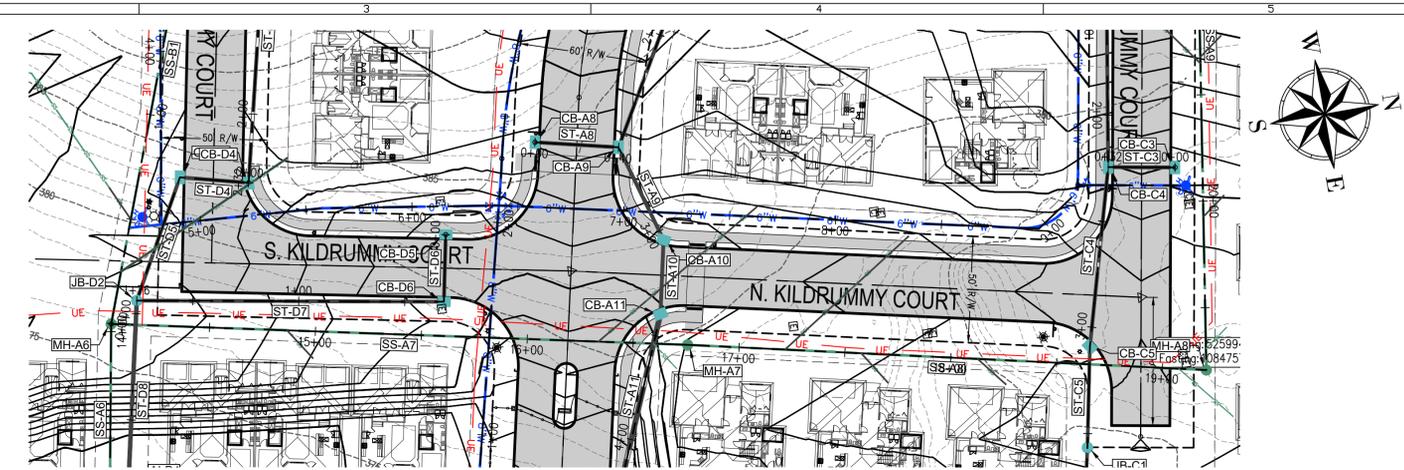
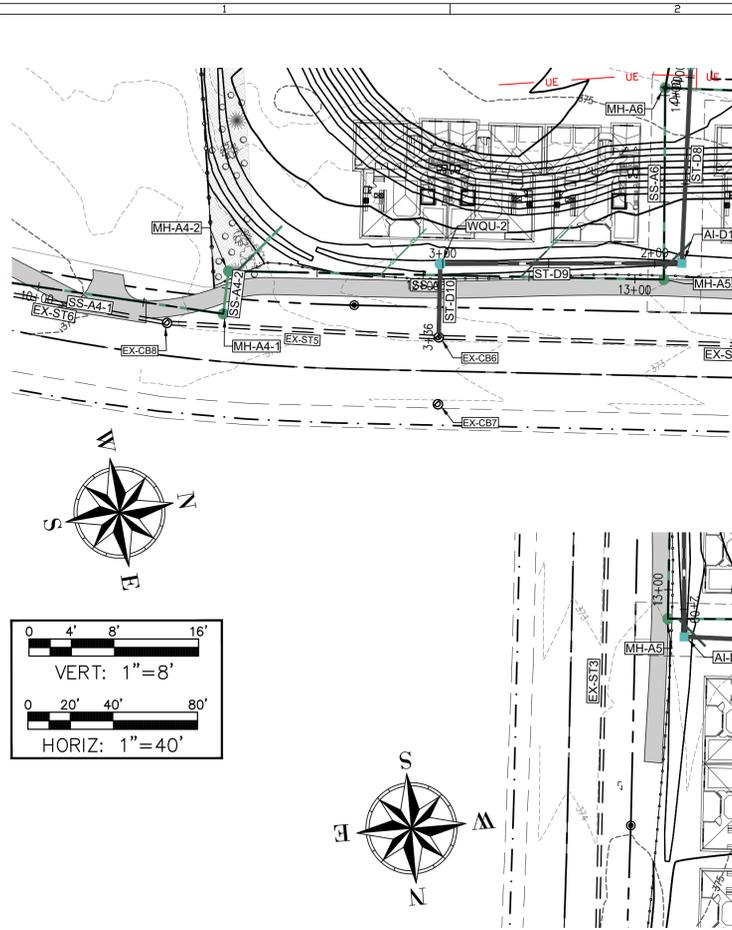
SEAL

STATE OF MISSOURI
05/27/22
CHRISTOPHER L. KOEHLER
NUMBER
PE 057272
EXPIRES
05/27/24

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REV	DATE	DESCRIPTION
1	02/29/24	ADDRESSED CITY COMMENTS
2	02/27/24	ADDRESSED CITY COMMENTS

SANITARY SEWER MAIN A PLAN AND PROFILE	
KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK / MG	SHEET NO.
DRAWN BY CK / MS / AG	
CHECKED BY CK	R3.1
DATE 02.29.2024	



Sanitary Sewer Main A Profile



RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 E. BLOOMFIELD STREET
CAPE GIRARDEAU, MO 63701



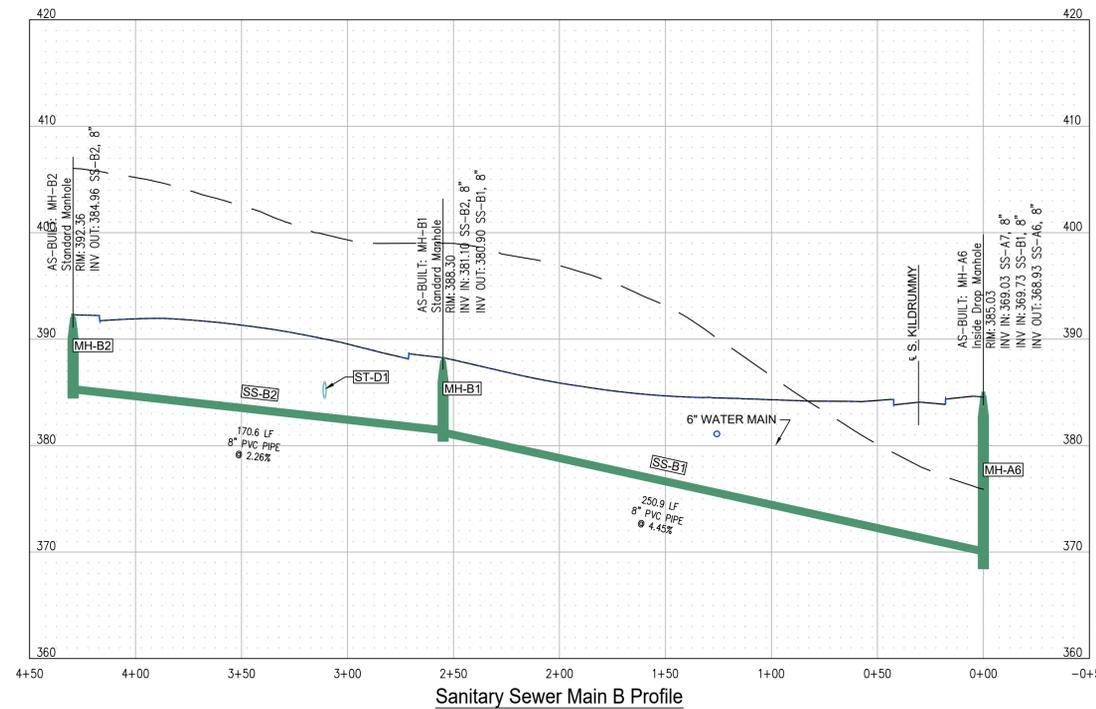
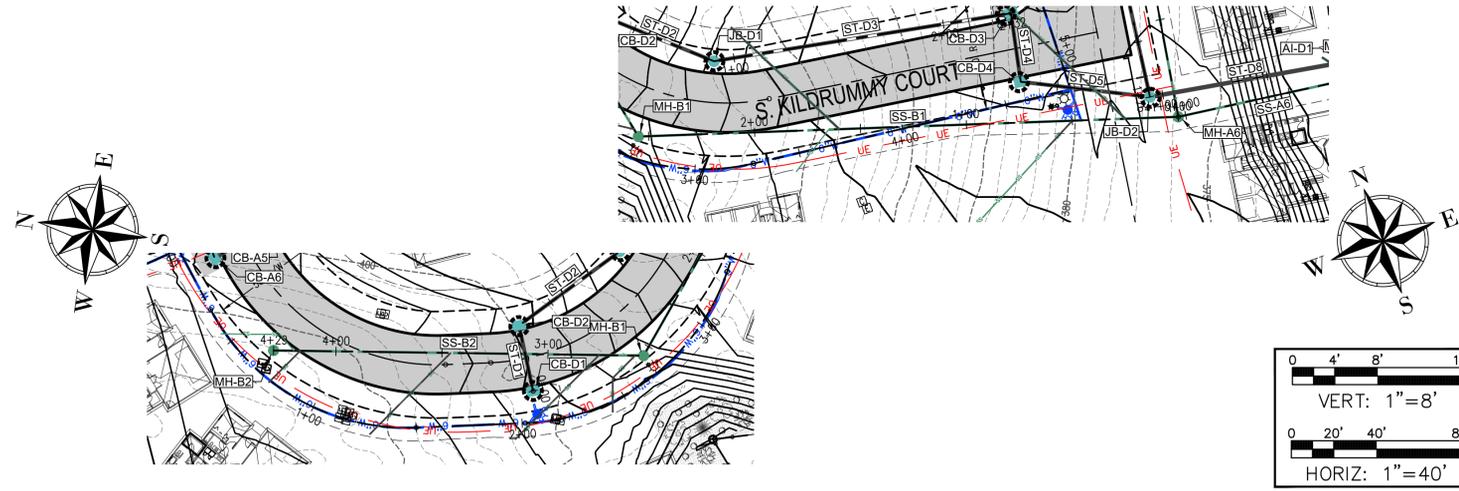
SEAL

STATE OF MISSOURI
05/27/22
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SANITARY SEWER MAIN A PLAN AND PROFILE	
KELS PUCT NO. 37328	OWNR PUCT NO.
DESIGNED BY CK / MG	SHEET NO.
DRAWN BY CK / MS / AG	
CHECKED BY CK	R3.2
DATE 02/29/24	



RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 E. BLOOMFIELD BLVD
CAPE GIRARDEAU, MO 63701



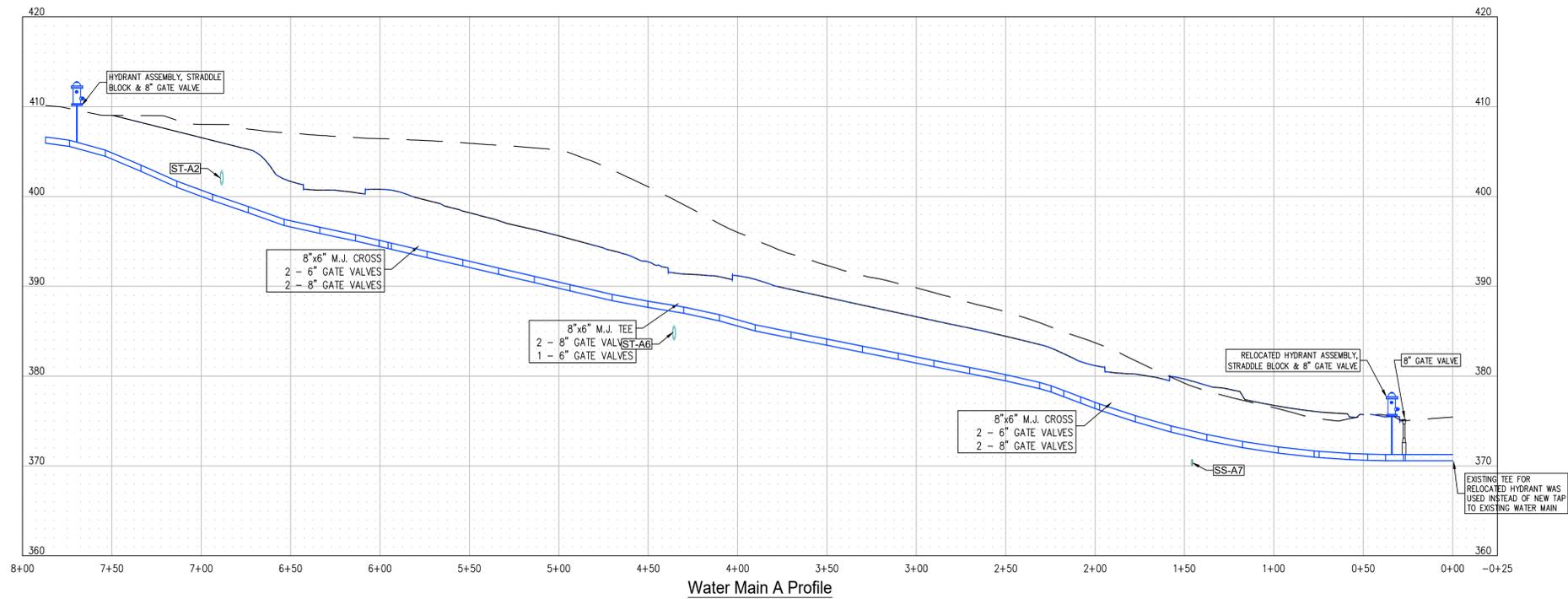
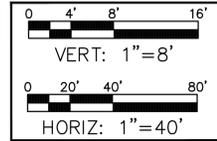
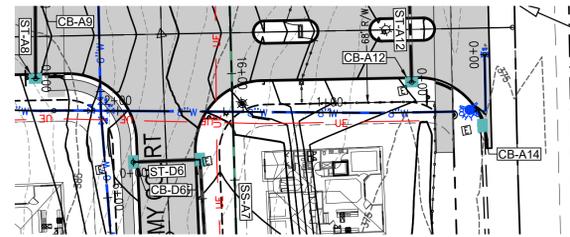
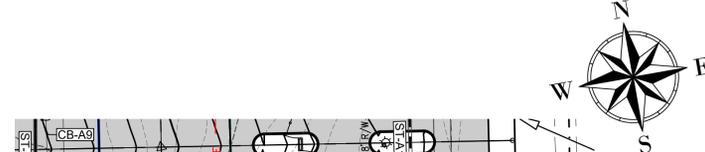
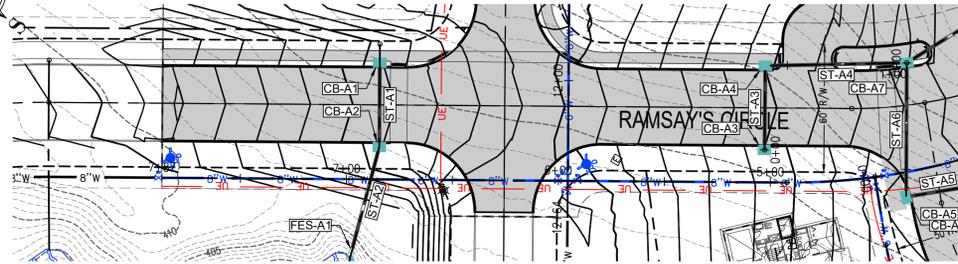
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STATE OF MISSOURI
03/27/22
CHRISTOPHER
L. KOEHLER
NUMBER
PE 037272
EXPIRES
03/27/24

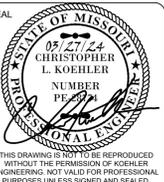
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REV	DATE	DESCRIPTION	ADDRESSED CITY COMMENTS
1	02/29/24		
2	02/27/24		

KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK / MG	SHEET NO. R3.3
DRAWN BY CK / MS / AG	
CHECKED BY CK	
DATE 02/29/2024	



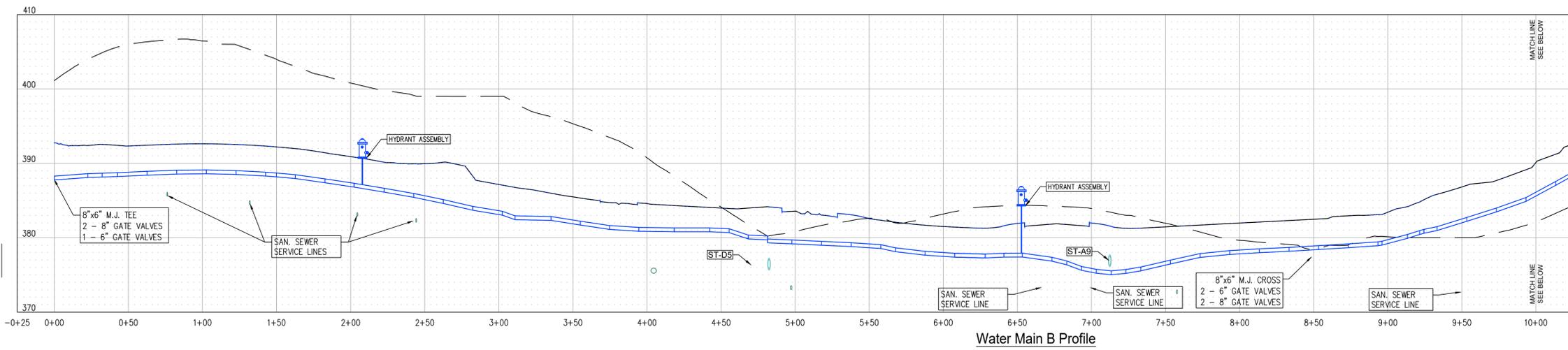
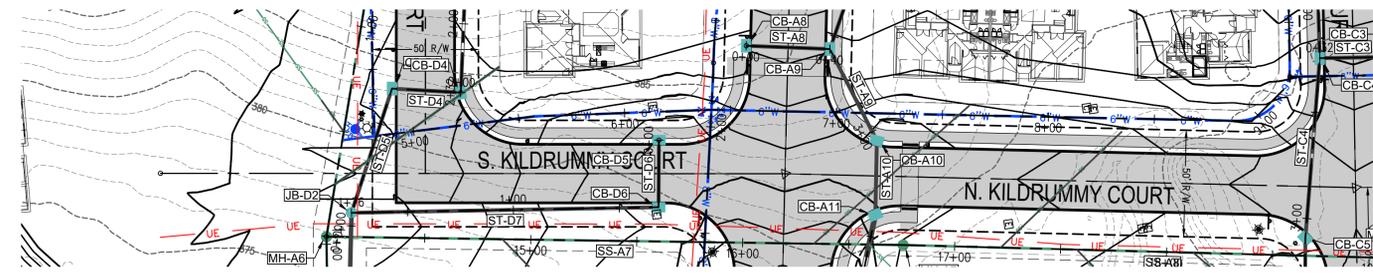
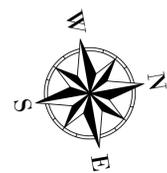
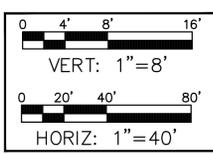
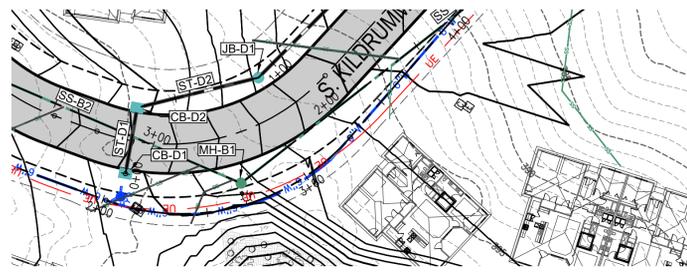
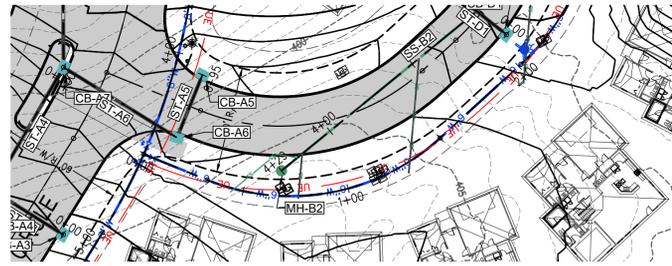
RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD
CHATEAU GIRARDEAU
3120 CHATEAU GIRARDEAU
CAPE GIRARDEAU, MO 63701



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REV	DATE	DESCRIPTION
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WATER MAIN A PLAN AND PROFILE	
KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK / MG	SHEET NO.
DRAWN BY CK / MS / AG	
CHECKED BY CK	R5.1
DATE 02.29.2024	



KE KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services
194 C. Co. Rd.
Cape Girardeau, MO 63701
Phone: 573.335.3026 • Fax: 573.335.3049
www.koehlerengineering.com



RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD
CHATEAU GIRARDEAU
3120 BLOOMFIELD STREET
CAPE GIRARDEAU, MO 63701



SEAL

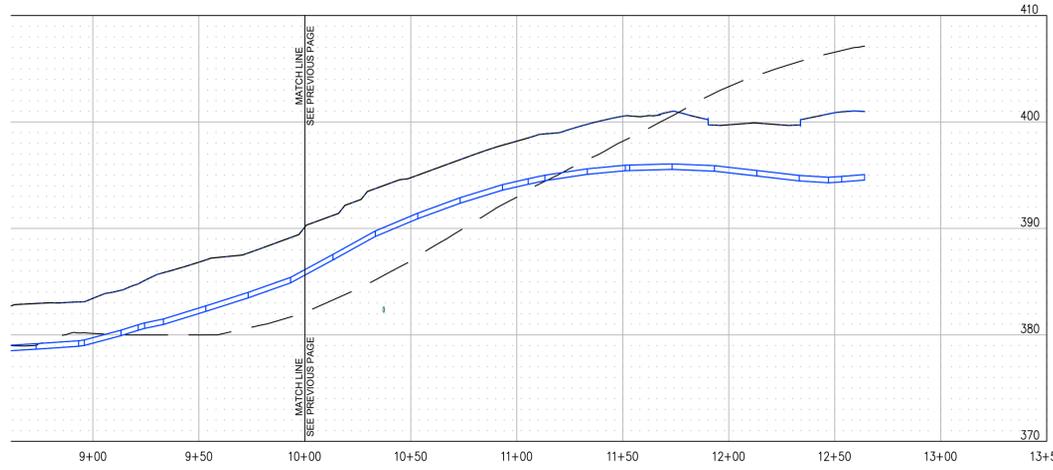
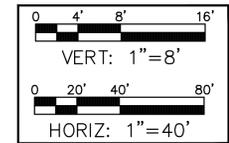
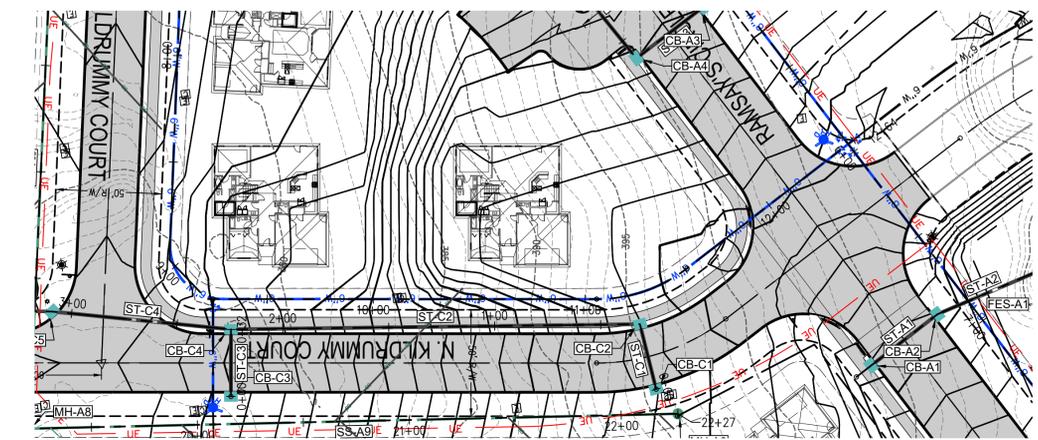
STATE OF MISSOURI
09/27/22
CHRISTOPHER
L. KOEHLER
NUMBER
PE 0972722
EXPIRES
09/27/24
PROFESSIONAL ENGINEER

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REV	DATE	DESCRIPTION
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2	02/27/24	ADDRESSED CITY COMMENTS

**WATER MAIN B
PLAN AND PROFILE**

KELS PJCT NO. 37328	OWNR PJCT NO.
DESIGNED BY CK / MG	SHEET NO.
DRAWN BY CK / MG / AG	
CHECKED BY CK	R5.2
DATE 02.29.2024	



KE KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

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



RECORD PLANS FOR
RAMSAY'S RUN
BLOOMFIELD ROAD

CHATEAU GIRARDEAU
3120 E. GIRARDEAU STREET
CAPE GIRARDEAU, MO 63701



SEAL

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**WATER MAIN B
PLAN AND PROFILE**

KELS PJCT NO. 37328 OWNR PJCT NO.

DESIGNED BY CK / MG SHEET NO. **R5.3**

DRAWN BY CK / MG / AG

CHECKED BY CK

DATE 02.29.2024

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-069

SUBJECT

An Ordinance approving the record plat of Baldwin Farms Subdivision.

EXECUTIVE SUMMARY

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

BACKGROUND/DISCUSSION

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

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

Name:	Description:
RP_Baldwin_Farms_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Baldwin Farms Subdivision - Staff RRA Form
Map - Baldwin_Farms_Subd.jpg	Baldwin Farms Subdivision - Map
Application - Baldwin_Farms_.pdf	Baldwin Farms Subdivision - Application
38310 - Baldwin_Farms_Record_Plat_02-21-2024 - Rev_3.pdf	Baldwin Farms Subdivision - Record Plat

BILL NO. 24-45

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD
PLAT OF BALDWIN FARMS SUBDIVISION

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



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

FILE: **Baldwin Farms Subdivision**

LOCATION: LaSalle Avenue

STAFF REVIEW & COMMENTS:

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



 City Planner

5/3/22

 Date

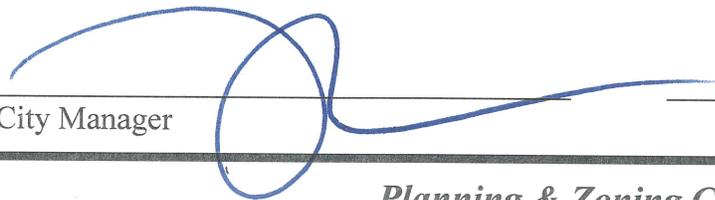


 City Attorney

5/3/22

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

_____ Date

Planning & Zoning Commission

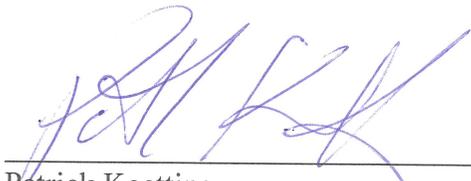
RECOMMENDED ACTION:

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

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



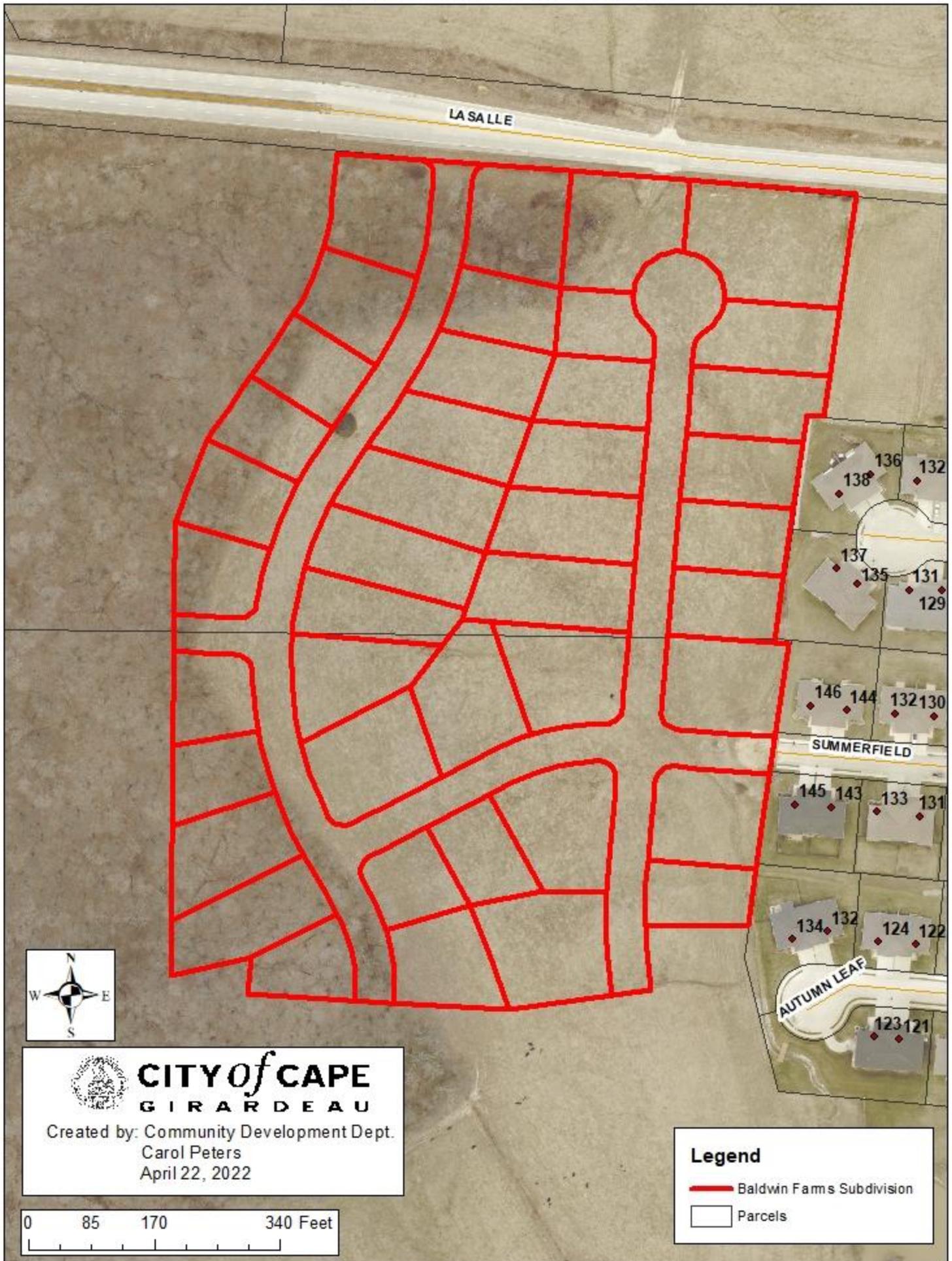
 Patrick Koetting
 Planning & Zoning Commission Secretary

City Council Action

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

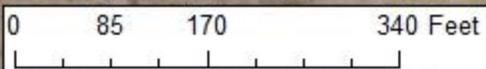
ORDINANCE # _____ Effective Date: _____

Baldwin Farms Subdivision



**CITY of CAPE
GIRARDEAU**

Created by: Community Development Dept.
Carol Peters
April 22, 2022



Legend

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

Alex Richbourg
 Applicant Signature and Printed Name

04/11/2022
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>4-13-22</u>		<u>12501</u>	
Review Fee Received \$	Recording Fee Received \$	Check #	Credit Card <input type="checkbox"/> Cash <input type="checkbox"/>
<u>840-</u>	<u>69-</u>	<u>71395</u>	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date

CITY OF CAPE GIRARDEAU SUBDIVISION PLAT APPLICATION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

City of Cape Girardeau
Subdivision Plat Requirements
(Record Plats)

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

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

NAME OF SUBDIVISION: Baldwin Farms

- 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)

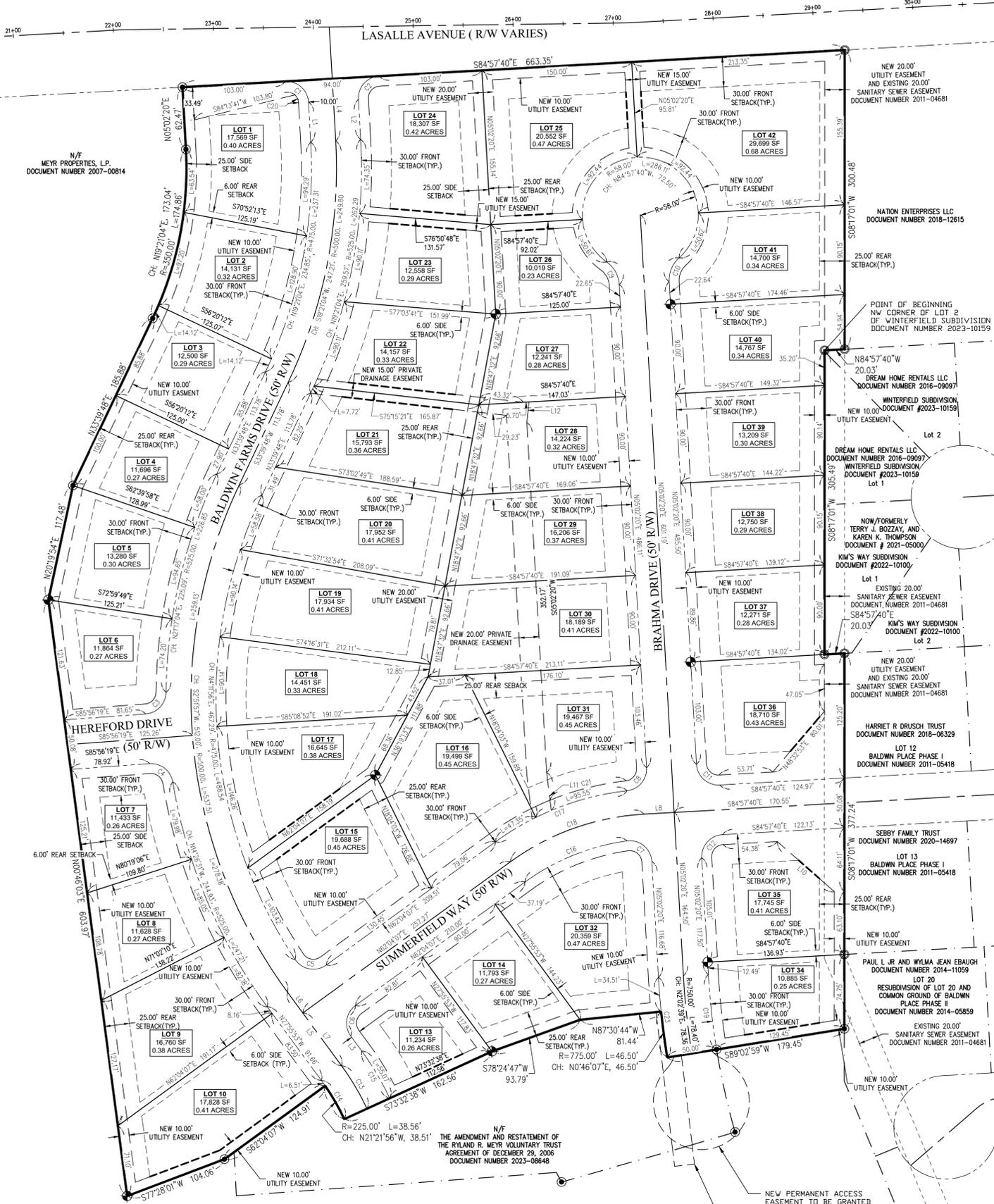
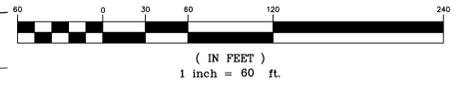
- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT _", "A REDUCED LOT WIDTH FOR LOT _", or "A REDUCED ____ YARD SETBACK ALONG THE ____ LOT LINE OF LOT _", as applicable
- Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "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 BALDWIN FARMS SUBDIVISION

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



NORTH ORIENTATION FROM
MISSOURI STATE PLANE COORDINATE
SYSTEM DERIVED FROM THE NAD83
VRS SYSTEM CONVERGENCE AT
POINT OF BEGINNING = 00°32'38.22"
GRAPHIC SCALE



SUBDIVISION DEDICATION

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

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

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

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

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS.

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

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

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

CITY CLERK, CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS.

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

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

SUBDIVISION NOTES

ZONING REGULATIONS

ZONING: R-1, SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

MINIMUM LOT AREA: 10,000 SF

MINIMUM LOT WIDTH: 80 FT

MAXIMUM DENSITY: 4 UNITS PER 1 ACRE

SETBACKS: FRONT: 30 FT
REAR: 25 FT
SIDE: 6 FT

UNLESS OTHERWISE NOTED.

LOT SIZES

TOTAL NUMBER OF LOTS: 39 LOTS (LOTS NUMBERS 11, 12, & 33 NOT USED)

LARGEST LOT AREA: 29,699 SF (0.68 ACRES)(LOT 42)

SMALLEST LOT AREA: 10,019 SF (0.23 ACRES)(LOT 26)

TOTAL SUBDIVISION AREA: 742,379 SF (17.04 ACRES)

PROPOSED DENSITY: 2.29 UNITS PER ACRE

VARIANCE NOTE

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

EXCEPTION NOTE

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

DRIVEWAY ACCESS NOTE

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

STORMWATER MANAGEMENT NOTE

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

RECORD OWNER

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

DEVELOPER OF SUBDIVISION AND PLAT PREPARED FOR:

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

PLAT PREPARED BY AND LAND SURVEYING SERVICES PROVIDED BY:

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

LEGEND

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

REFERENCE DOCUMENTS

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

FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 26031C0165E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

EASEMENT NOTE

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

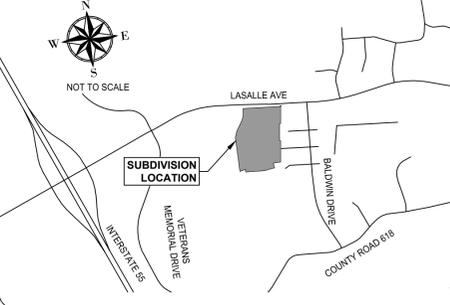
CURVE TABLE

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

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S50°02'20"W	40.47'
L2	S50°02'20"W	40.47'
L3	N27°55'53"W	18.73'
L4	S50°02'20"W	62.47'
L5	S27°55'53"E	91.66'
L6	S27°55'53"E	25.93'
L7	S27°55'53"E	65.73'
L8	N84°57'40"W	30.21'
L10	N40°19'50"W	76.08'
L11	N12°34'1"E	38.32'
L12	N13°48'53"E	20.72'

VICINITY MAP



KOEHLER

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

DRAWN BY	REV./DATE	DESCRIPTION	INITIALS
ALEX RICHBOURG, ASHTON GASKILL	11/27/23	REMOVED LOTS 11 & 12, REVISED OWNER INFO	AG
CHRIS KOEHLER	02/02/24	REVISED PER CITY COMMENTS	AG
APRIL 2022	02/09/24	REVISED PER CITY COMMENTS	AG
APRIL 11, 2022	02/15/24	REVISED PER CITY COMMENTS	AG
38310	02/21/24	REVISED PER CITY COMMENTS	AG

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

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-070

SUBJECT

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

EXECUTIVE SUMMARY

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

BACKGROUND/DISCUSSION

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

STAFF RECOMMENDATION

Staff recommends approval of the ordinance accepting the easements.

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

BILL NO. 24-46

ORDINANCE NO. _____

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

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

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

Permanent Access Easement - Meyr Properties, L.P.

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

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

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

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

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

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

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

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

Sanitary Sewer Easement - Meyr Properties, L.P.

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



PERMANENT ACCESS EASEMENT

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

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

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

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

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

(Continued on following page)

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

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

MEYR PROPERTIES, L.P.

Ryland R. Meyr
Ryland R. Meyr, President

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

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

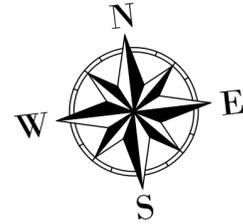
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

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

Angela Heuring
Notary Public Signature

Angela Heuring
Notary Public Printed Name

My Commission Expires:



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



(IN FEET)
1 inch = 20 ft.

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

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

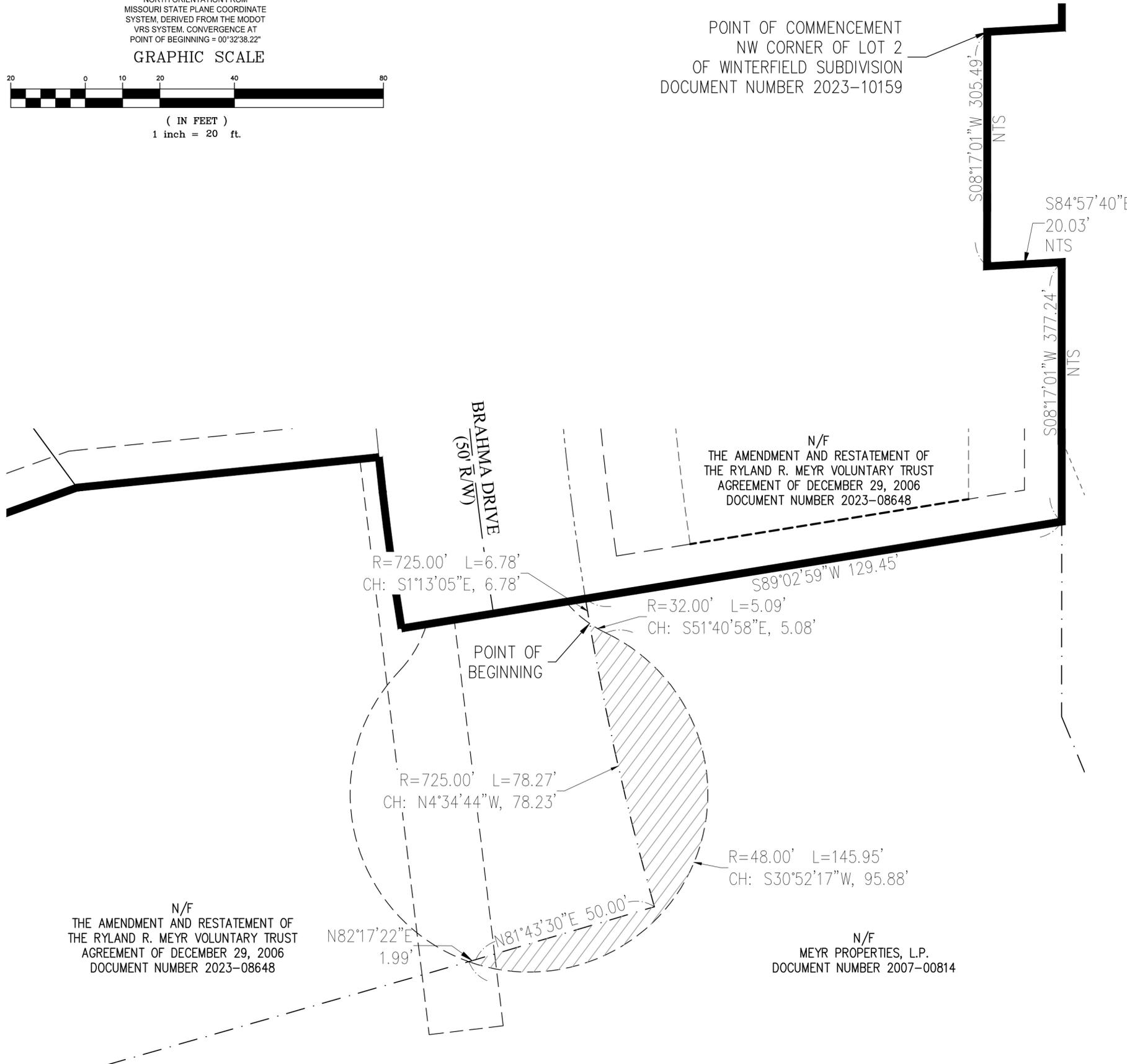
POINT OF COMMENCEMENT
NW CORNER OF LOT 2
OF WINTERFIELD SUBDIVISION
DOCUMENT NUMBER 2023-10159

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

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

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

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

KOEHLER
Professional Engineers & Land Surveyors

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

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

PERMANENT ACCESS EASEMENT

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

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

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

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

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

(Continued on following page)

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

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

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

Ryland R. Meyr
Ryland R. Meyr, Trustee

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

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

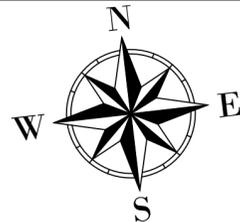
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

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

Angela Heuring
Notary Public Signature

Angela Heuring
Notary Public Printed Name

My Commission Expires:



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

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

PERMANENT ACCESS EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR TRUST

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

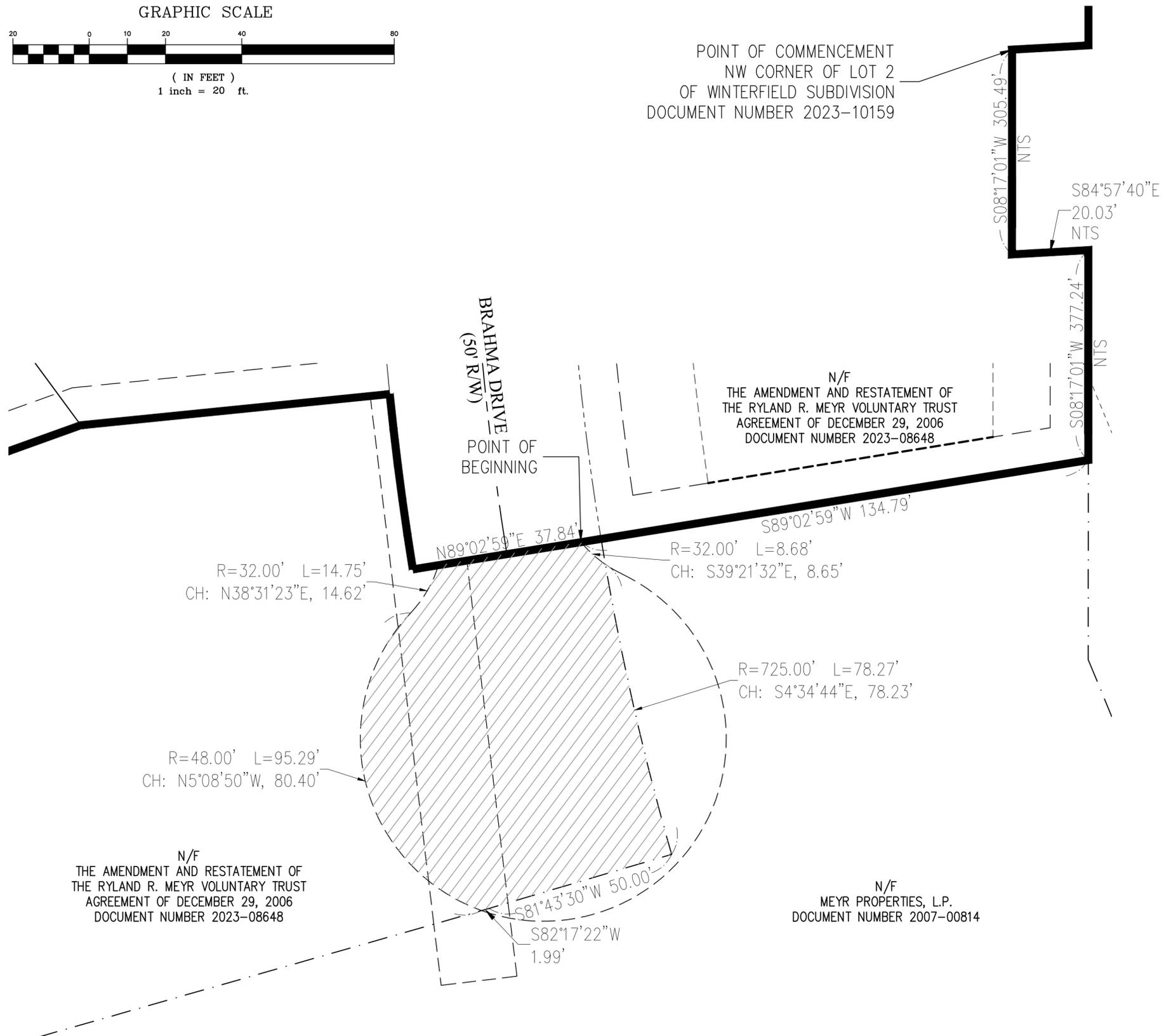
POINT OF COMMENCEMENT
NW CORNER OF LOT 2
OF WINTERFIELD SUBDIVISION
DOCUMENT NUMBER 2023-10159

DESCRIPTION - PERMANENT ACCESS EASEMENT - MEYR TRUST

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

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

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



LEGEND	
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	= EASEMENT TO BE GRANTED

KOEHLER
 Professional Engineers & Land Surveyors

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

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

SANITARY SEWER EASEMENT

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

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

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

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

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

(Continued on following page)

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

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

MEYR PROPERTIES, L.P.

Ryland R. Meyr
Ryland R. Meyr, President

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

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

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

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

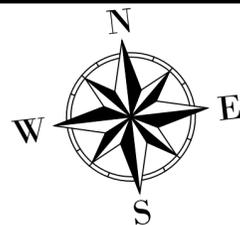
Angela Heuring
Notary Public Signature

Angela Heuring
Notary Public Printed Name

My Commission Expires:

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

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



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

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

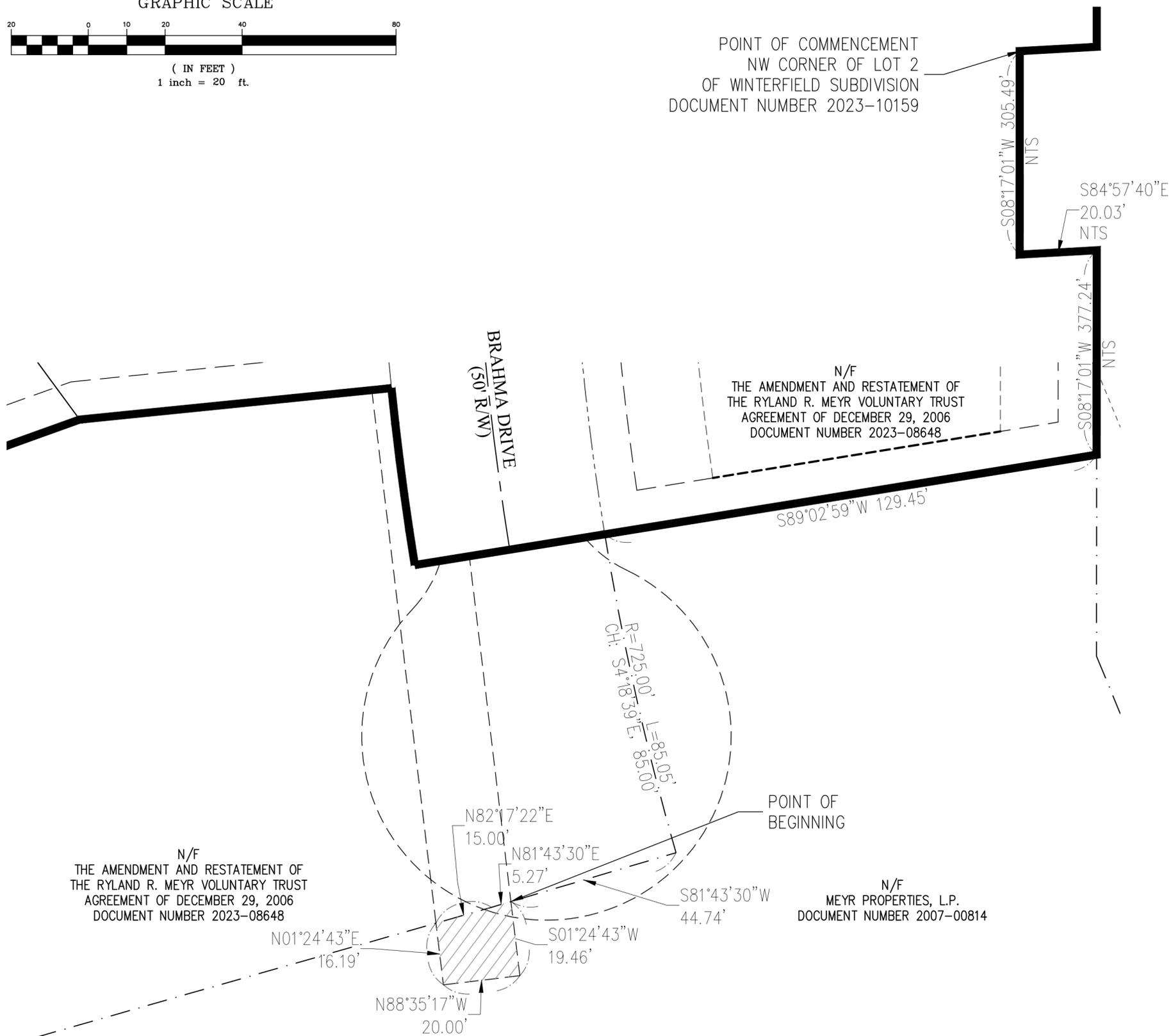
POINT OF COMMENCEMENT
NW CORNER OF LOT 2
OF WINTERFIELD SUBDIVISION
DOCUMENT NUMBER 2023-10159

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

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

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

THENCE SOUTH 01°24'43" WEST, 19.46 FEET; THENCE NORTH
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LEGEND	
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KOEHLER

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Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
PLS CORPORATE LICENSE NO. 000262

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

SANITARY SEWER EASEMENT

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

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

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

(Continued on following page)

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

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

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

Ryland R. Meyr
Ryland R. Meyr, Trustee

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

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

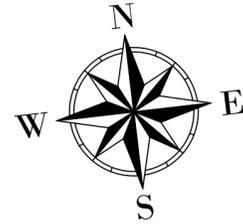
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in said State and County, the date first above written.

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

Angela Heuring
Notary Public Signature

Angela Heuring
Notary Public Printed Name

My Commission Expires:



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

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

SANITARY SEWER EASEMENT EXHIBIT FOR BALDWIN FARMS SUBDIVISION - MEYR TRUST

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

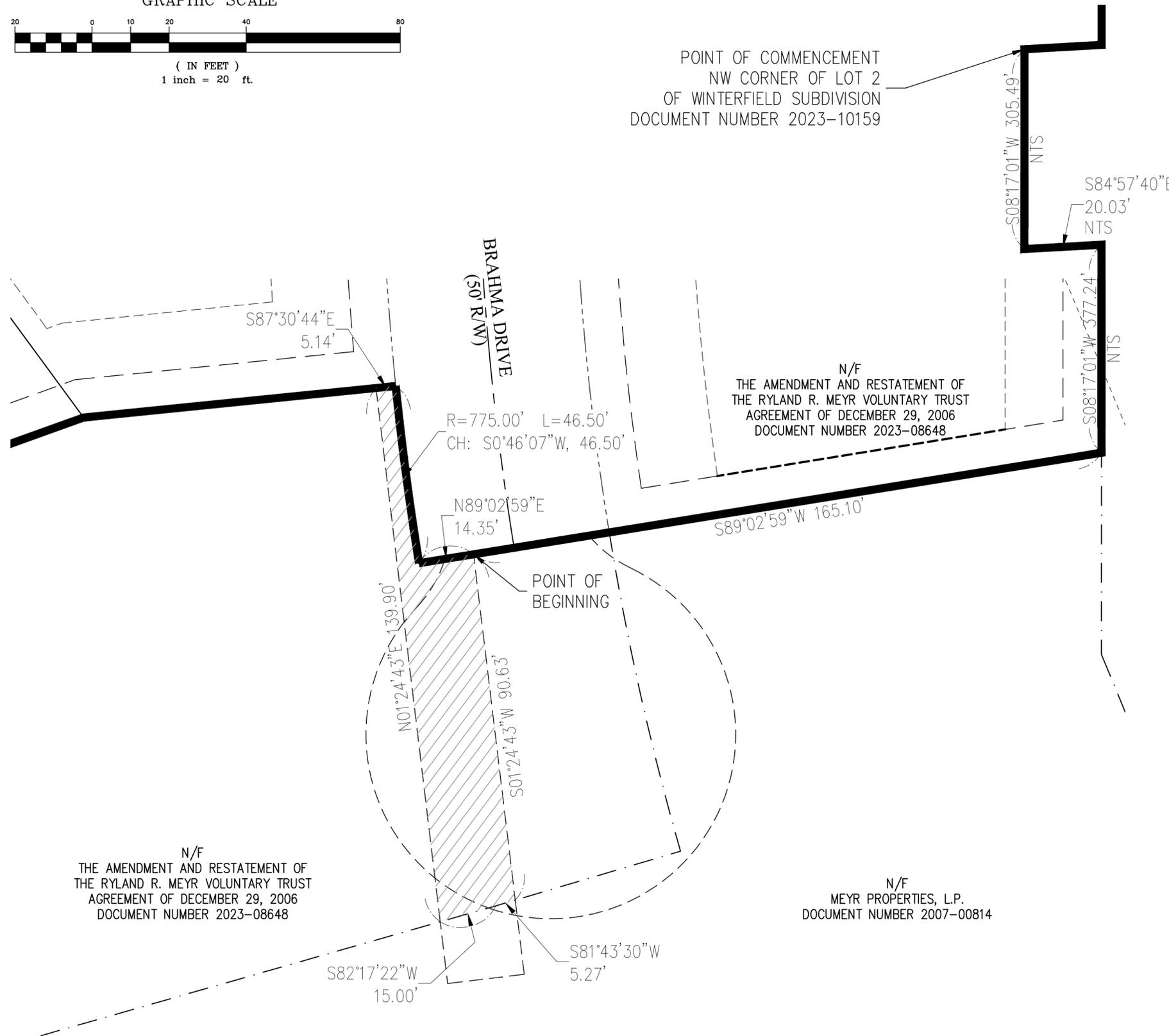
POINT OF COMMENCEMENT
NW CORNER OF LOT 2
OF WINTERFIELD SUBDIVISION
DOCUMENT NUMBER 2023-10159

DESCRIPTION - SANITARY SEWER EASEMENT - MEYR TRUST

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

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

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



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

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

LEGEND

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

KOEHLER

Professional Engineers & Land Surveyors

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

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

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-071

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 and has not expressed interest in reappointment; Mr. Mehner has been serving since May 2022 and has expressed interest in reappointment. Mr. Uzoaru has been serving since April 2018, but 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
Robbie Guard	4	No
Nancy Kopp	6	Yes
Bruce Loy*	n/a	No
Mark Mehner	4	No
Keith Sander	4	No

STAFF RECOMMENDATION

It is recommended that three appointments are made to the Airport Advisory Board for terms expiring April 30,

2027.

BOARD OR COMMISSION RECOMMENDATION

The Airport Board, at their April 11, 2024, meeting made a recommendation to appoint Mark Mehner, Nancy Kopp, and Bruce Loy.

<u>ATTACHMENTS:</u>	
Name:	Description:
<input type="checkbox"/> Airport_Roster.pdf	Airport Board Roster
<input type="checkbox"/> 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 6/30/23								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, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-072

SUBJECT

Appointment of one member to the Board of Adjustment for a term expiring March 6, 2029.

EXECUTIVE SUMMARY

Timothy Kelley's term expired March 6, 2024. Mr. Kelley has been serving as a full member on the Board of Adjustment since 2010. Due to term limits, Mr. Kelley is not eligible to serve another term.

BACKGROUND/DISCUSSION

According to Section 30-30 of the City Code, *“The Board shall consist of five members who shall be freeholders and residents of the city, appointed by the mayor and approved by the city council... Three alternate members may be appointed to serve in the absence of, or the disqualification of, the regular members.”* Board members serve a five year term. The following individuals have expressed an interest in serving on the board, and their board applications are attached.

Applicant	Ward	Citizens Academy Graduate
Larry Dowdy	4	No
C. Donald Harris	5	No

STAFF RECOMMENDATION

It is recommended that one appointment be made to the Board of Adjustment for a term expiring March 6, 2029.

BOARD OR COMMISSION RECOMMENDATION

The Board of Adjustment made a recommendation at their April 4, 2024, meeting to appoint Larry Dowdy for a term expiring March 6, 2029.

ATTACHMENTS:

Name:	Description:
Board_of_Adjustment_Roster.pdf	Board of Adjustment Roster
roster_attendance.adjustment.pdf	Attendance Roster

BOARD OF ADJUSTMENT Attendance Record

Ordinance effective 4/13/00

2024 1st Thursday	Jan 4	Feb 1	Mar 7	Apr 4	May 2	Jun 6	Jul 4	Aug 1	Sep 5	Oct 3	Nov 7	Dec 5	1st letter	2nd letter	3rd letter	termi- nated	appointed re-appted
Hill, Gary	OZ	OZ															05/01/23
Kelley, Tim	OZ	OZ															03/05/19
Robertson, Ronald	OZ	OZ															03/15/21
Smallwood, Skip	OZ	OZ															03/02/20
Swan, Reg	OZ	OZ															05/02/22
Alternates:																	
Hart, Edward	OZ	OZ															08/17/20
Hinton, David	OZ	OZ															08/17/20

2023 1st Thursday	Jan 6	Feb 2	Mar 3	Apr 6	May 4	Jun 1	Jul 6	Aug 3	Sep 7	Oct 5	Nov	Dec 7	1st letter	2nd letter	3rd letter	termi- nated	appointed re-appted				
Haubold, Charles	OZ	P	OZ	OZ	Termed out 3/6/23								OZ	OZ			03/05/18	01/30/19			03/05/18
Hill, Gary	OZ	P	OZ	OZ	P	P	P	OZ	OZ	P	OZ	OZ						05/01/23			
Kelley, Tim	OZ	P	OZ	OZ	P	P	P	OZ	OZ	P	OZ	OZ						03/05/19			
Robertson, Ronald	OZ	P	OZ	OZ	P	P	A	OZ	OZ	P	OZ	OZ						03/15/21			
Smallwood, Skip	OZ	P	OZ	OZ	P	P	P	OZ	OZ	P	OZ	OZ						03/02/20			
Swan, Reg	OZ	P	OZ	OZ	P	P	A	OZ	OZ	A	OZ	OZ	10/06/23					05/02/22			
Alternates:																					
Hart, Edward	OZ	A	OZ	OZ	A	A	P	OZ	OZ	P	OZ	OZ						08/17/20			
Hinton, David	OZ	P	OZ	OZ	P	P	A	OZ	OZ	P	OZ	OZ						08/17/20			

BOARD OF ADJUSTMENT Attendance Record

Ordinance effective 4/13/00

2024 1st Thursday	Jan 4	Feb 1	Mar 7	Apr 4	May 2	Jun 6	Jul 4	Aug 1	Sep 5	Oct 3	Nov 7	Dec 5	1st letter	2nd letter	3rd letter	termi- nated	appointed re-appted
Hill, Gary	0Z	0Z	0Z	P													05/01/23
Kelley, Tim	0Z	0Z	0Z	Termed out 3/6/24													03/05/19
Robertson, Ronald	0Z	0Z	0Z	P													03/15/21
Smallwood, Skip	0Z	0Z	0Z	P													03/02/20
Swan, Reg	0Z	0Z	0Z	P													05/02/22
Alternates:	0Z	0Z	0Z	P													
Hart, Edward	0Z	0Z	0Z	P													08/17/20
Hinton, David	0Z	0Z	0Z	P													08/17/20

2023 1st Thursday	Jan 6	Feb 2	Mar 3	Apr 6	May 4	Jun 1	Jul 6	Aug 3	Sep 7	Oct 5	Nov	Dec 7	1st letter	2nd letter	3rd letter	termi- nated	appointed re-appted	
Haubold, Charles	0Z	P	0Z	0Z	Termed out 3/6/23									03/05/18	01/30/19			03/05/18
Hill, Gary	Appointed 5/4/23			0Z	P	P	P	0Z	0Z	P	0Z	0Z					05/01/23	
Kelley, Tim	0Z	P	0Z	0Z	P	P	P	0Z	0Z	P	0Z	0Z					03/05/19	
Robertson, Ronald	0Z	P	0Z	0Z	P	P	A	0Z	0Z	P	0Z	0Z					03/15/21	
Smallwood, Skip	0Z	P	0Z	0Z	P	P	P	0Z	0Z	P	0Z	0Z					03/02/20	
Swan, Reg	0Z	P	0Z	0Z	P	P	A	0Z	0Z	A	0Z	0Z	10/06/23				05/02/22	
Alternates:	0Z	0Z	0Z	0Z				0Z	0Z		0Z	0Z						
Hart, Edward	0Z	A	0Z	0Z	A	A	P	0Z	0Z	P	0Z	0Z					08/17/20	
Hinton, David	0Z	P	0Z	0Z	P	P	A	0Z	0Z	P	0Z	0Z					08/17/20	

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-073

SUBJECT

Appointment of one member to the Parks and Recreation Advisory Board for a term expiring October 29, 2025.

EXECUTIVE SUMMARY

David Cantrell, who was serving a term on the Parks and Recreation Advisory Board set to expire October 29, 2025, submitted his resignation to the board February 6, 2024. A copy of the roster is attached for your review.

BACKGROUND/DISCUSSION

The Parks and Recreation Advisory Board acts in an advisory capacity to the City Council to review, promote and expedite development of existing and new public park and recreational facilities and activities. The City Council shall appoint eleven members to the Parks and Recreation Advisory Board. Members of the Board serve for three-year terms.

The following individuals have expressed an interest in serving on the board, and their board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Matt Britt	5	No
Thomas Drummond	4	No
Alix Gasser	4	Yes
Greg Griffith	2	Yes
Robbie Guard	4	No
C. Donald Harris	5	No
Michelle Latham	4	Yes
Jeremiah Nichols	6	No
Keith Sander	4	No
John Spear	4	No

STAFF RECOMMENDATION

Staff recommends the appointment of one member to the Parks and Recreation Advisory Board for a term expiring October 29, 2025.

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board, at their April 8, 2024, meeting, made a recommendation to appoint Thomas Drummond for a term expiring October 29, 2025.

ATTACHMENTS:	
Name:	Description:
Parks_and_Rec_Roster_(22).pdf	Park and Recreation Board Roster
roster_attendance.park.pdf	Park and Recreation Board Attendance Roster

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

February 20, 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.

Parks and Recreation Advisory Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Lewis Jackson Hill (Tree Board Liaison)	October 18, 2021	---	October 29, 2024
Darrin Bruenderman	January 24, 2022	---	October 29, 2024
Philip Moore	September 19, 2022	---	October 29, 2024
Anne Dohogne	September 4, 2018	10/15/18; 4/16/19; 10/18/21	October 29, 2024
Percy Huston	July 18, 2022	11/07/22	October 29, 2025
Tamera Buck	November 7, 2022	---	October 29, 2025
Mark Stone	September 20, 2021	11/07/22	October 29, 2025
vacant	March 15, 2017	10/16/19, 11/07/22	October 29, 2025
Beverly Evans	May 21, 2018	10/19/20 ; 10/16/23	October 29, 2026
Jerry Dement	October 16, 2023	---	October 29, 2026
MaryAnn Maloney	October 16, 2023	---	October 29, 2026
Council, Nate Thomas, ex-officio	May, 2022		

Serve three year terms, two full term limit, appointed by Council. Regular meetings held second Monday at 5:30 p.m. in Osage Centre. A Council member may serve as liaison. Staff contact –Parks & Recreation Director, Doug Gannon 339-6340.

PARKS AND RECREATION ADVISORY BOARD Attendance Record

Ordinance effective 4/13/00

P = present, A = absent

2024 2nd Monday	Jan 9	Feb 12	Mar 11	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1st letter	2nd letter	3rd letter	appt'ed	termi- nated	
Bruenderman, Darrin	P	P													09/15/23	01/24/22		
Buck, Tamera		P											10/13/23				11/07/22	
Cantrell, David		Resigned 2/6/24											09/15/20	02/22/23	#####	11/07/22		
Dohogne, Ann		P											09/19/22	05/09/23			09/04/18	02/22/19
Evans, Beverly		P															05/21/18	
Frazier, Pete		P											01/06/21	10/20/22	#####		03/21/16	
Huston, Percy		P											11/21/22				07/18/22	
Jackson Hill, Lewis		P															10/18/21	
Moore, Philip		P															09/19/22	
Noel, Kevin		P											12/28/17				09/15/15	
Stone, Mark		P											02/22/23	05/09/23			11/07/22	

2023 2nd Monday	Jan 9	Feb 13	Mar 13	Apr 10	May 9	Jun 12	Jul 10	Aug 14	Sep 12	Oct 11	Nov 14	Dec 12	1st letter	2nd letter	3rd letter	appt'ed	termi- nated	
Bruenderman, Darrin	P	P	P	P	P	P	P	A	A	P	P				09/15/23	01/24/22		
Buck, Tamera		P	P	P	P	P	P	A	P	A	P	P	10/13/23				11/07/22	
Cantrell, David	P	A	P	P	P	P	P	P	A	P	P	P	09/15/20	02/22/23	#####		11/07/22	
Dement, Jerry	appointed 10/16/23																	
Dohogne, Ann	P	P	A	P	A	P	P	P	P	P	P	P	09/19/22	05/09/23			09/04/18	02/22/19
Evans, Beverly	P	P	A	P	P	A	P	P	P	P	P	P					05/21/18	
Frazier, Pete	P	A	P	P	P	P	P	P	P	P	P	P	01/06/21	10/20/22	#####		03/21/16	
Huston, Percy	P	P	P	P	P	P	P	P	P	P	P	P	11/21/22				07/18/22	
Jackson Hill, Lewis	P	P	P	P	P	P	P	P	P	P	P	P					10/18/21	
Moore, Philip	A	P	P	P	P	P	P	P	P	P	P	P					09/19/22	
Noel, Kevin	A	P	P	P	P	P	P	P	P	P	P	P	12/28/17				09/15/15	
Stone, Mark	P	A	P	P	A	P	P	P	P	P	P	P	02/22/23	05/09/23			11/07/22	

Staff: Gayle L. Conrad, CMC/MRCC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-074

SUBJECT

Appointment of one member to the Planning and Zoning Commission for a term expiring November 1, 2024.

EXECUTIVE SUMMARY

Sid Whittington had a term on the Planning and Zoning Commission set to expire November 1, 2024. Mr. Whittington submitted his resignation to the board effective February 15, 2024.

The following have expressed interest in serving on the board, and their applications are attached for your review.

Applicant	Ward	Citizen Academy Graduate
Diane Bauman	1	No
Robbie Guard	4	No
Greg Griffith	2	Yes
Rick Groh	1	Yes
Michelle Latham	4	Yes
Jeremiah Nichols	6	No
Andrew Ostrowski	3	Yes
Shelly Ritter	1	No
Rhonda Weaks	1	No

BACKGROUND/DISCUSSION

The commission may make reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens. It may recommend to the executive or legislative officials of the municipality programs for public improvements and the financing thereof. All public officials shall, upon request, furnish to the commission within a reasonable time, all available information it requires for its work. The commission, its members and employees, in the performance of its functions, may enter upon any land to make examinations and surveys. In general, the commission shall have the power necessary to enable it to perform its functions and promote municipal planning. The commission shall consist of nine (9) citizen members appointed and approved by the city council. Members of the planning and zoning commission shall serve for terms of four years, beginning on the second

day of November.

A copy of the board roster and attendance roster are attached for your reference.

STAFF RECOMMENDATION

It is recommended that one appointment be made to the Planning and Zoning for a term expiring November 1, 2024.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission made a recommendation at their April 10th meeting to appoint Robbie Guard to the Commission for a term expiring November 1, 2024.

<u>ATTACHMENTS:</u>	
Name:	Description:
roster_attendance.p_z.pdf	Planning and Zoning Attendance Roster
Planning_and_Zoning_Roster.pdf	Planning and Zoning Roster

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
September 5, 2023

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.

Planning and Zoning Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Nick Martin	March 15, 2021	---	November 1, 2023
Deborah Young	September 21, 2020	---	November 1, 2023
Scott Blank	November 2, 2020	---	November 1, 2024
Sid Whittington	January 4, 2021	---	November 1, 2024
Gerald w. Jones II	August 21, 2023	---	November 1, 2025
Kevin Greaser	September 19, 2016	10/17/16;11/02/20;10/18/21	November 1, 2025
Derek Jackson	November 19, 2018	10/17/22	November 1, 2026
Chris Martin	October 17, 2022	---	November 1, 2026
Sommer McCauley-Perdue	October 17, 2022	---	November 1, 2026

Serve four-year terms, two full term limit, appointed by Council. Meetings held second Wednesday at 7:00 p.m. in Council Chambers. Commission reviews and recommends actions on zoning changes and land subdivision and plans for the city. Board considers requests for variances from the Development Code provisions. Staff contact – Ryan Shrimplin, City Planner, 339-6327.

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-075

SUBJECT

Appointment of three members to the Silver Springs Community Improvement District Board of Directors

EXECUTIVE SUMMARY

Three terms on the Silver Springs Community Improvement District are set to expire May 12, 2024. These positions are currently held by Grayson Erlbacher, Marla Mills and Matt Hopkins.

BACKGROUND/DISCUSSION

In May of 2022 the petition for the formation of the Silver Springs Community District was approved by Council Ordinance. The *Petition Authorizing the Formation of a Community Improvement District* called for the appointment of five directors appointed by the Mayor with the consent of the City Council. The appointees must each be an owner or legally authorized representative of owner of real property with the district, or a registered voter residing within the proposed district.

STAFF RECOMMENDATION

Staff recommends that the Mayor, with the Council's consent, appoint three members to the Silver Springs Community Improvement District for terms expiring May 12, 2028.

BOARD OR COMMISSION RECOMMENDATION

The City Clerk recieved a letter requesting the reappointment of Marla Mills, Matt Hopkins, and Grayson Erlbacher at the end of their 2024 terms to serve terms expiring May 12, 2028.

ATTACHMENTS:

Name:	Description:
letter_to_City_requesting_board_appointments_January_2024.pdf	Letter
CITY_OF_CAPE_GIRARDEAU.pdf	Roster



January 4, 2024

VIA EMAIL

Gayle Conrad
City Clerk
City of Cape Girardeau
44 North Lorimier
Cape Girardeau, MO 63701
gconrad@cityofcapegirardeau.org

Re: Appointment of Directors, Silver Springs Community Improvement District (the "District")

Dear Gayle:

As you are aware, our firm represents the Silver Springs Community Improvement District.

On its behalf, I respectfully ask that Mayor Stacy Kinder request, and the City Council approve at the earliest Council meeting possible, the appointment of Grayson Erlbacher to the District's board of directors as interim director to fill the term left vacant by the resignation of Kathy Bertrand, whose term on the board of directors expires May 12, 2024, and an appointment to an addition term expiring May 12, 2028, along with the appointment of Marla Mills and Matt Hopkins, each to additional terms expiring May 12, 2028.

Should you have any questions please call me at (314) 552-6634. Thank you for your help.

Sincerely,

Linda K. AuBuchon
Paralegal

LKA:

cc: City Clerk; via email cityclerk@cityofcape.org
Marla Mills; via email marla@klgengineering.com
Matt Hopkins via email mhopkins@gobroadtek.com
Angela Odlum; via email aodlum@atltp.com
Grayson Erlbacher; via email sales@erlbachergear.com

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

April 1, 2024

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted.
Members may serve for only two consecutive full terms on the same board or commission.

Silver Springs Community Improvement District

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Grayson Erlbacher	January 22, 2024	----	May 12, 2024
Marla Mills	May 2, 2022	----	May 12, 2024
Matt Hopkins	May 2, 2022	----	May 12, 2024
vacant	---	----	May 12, 2026
Janet Esicar	May 2, 2022	----	May 12, 2026

On May 2, 2022, the City Council adopted Ordinance No. 5535 establishing the Silver Springs Community Improvement District. The Petition Authorizing the Formation of a Community Improvement District called for the appointment of five directors appointed by the Mayor with the consent of the City Council. The appointees must each be an owner or legally authorized representative of owner of real property with the district, or a registered voter residing within the proposed district. Members serve four-year term.

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

AGENDA REPORT
Cape Girardeau City Council

24-076

SUBJECT

Appointment of two members to the Tax Increment Financing Commission for terms expiring April 1, 2028.

EXECUTIVE SUMMARY

The appointments to the TIF Commission are made by the Mayor with the consent of a majority of the City Council. The terms of Marla Mills and Jay Knudtson expired April 1, 2024. Marla Mills has been a member on the TIF Commission since 2020 and Jay Knudtson since 2012. Jay Knudtson has expressed interest in reappointment. Marla Mills is not interested in reappointment.

BACKGROUND/DISCUSSION

In April of 2002, the City Council appointed an 11 member TIF Commission to review and make recommendations with respect to proposed Tax Increment Financing Projects. Six members of the commission were appointed by the city, two by the school district, two by the county, and one by the outside taxing district that was within the project area. Commission members appointed by the City serve for a four year term. The City positions on the commission are dedicated positions, while the remaining positions are project specific and are appointed at the time of the creation of a TIF project.

STAFF RECOMMENDATION

It is recommended to make one appointment to the Tax Increment Financing Commission for a term expiring April 1, 2028 and review appointment for the vacant seat for a future meeting.

ATTACHMENTS:

Name:	Description:
TIF Commission (9).pdf	Tiff Commission Roster

OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
February 20, 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.

TIF Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Matt Welker (school district)	April 2020	April 2023	to end of project
Neil Glass (school district)	November 2018	April 2023	to end of project
Katie Earnhart (other districts)	April 2023		to end of project
Charles Herbst (county)	July 2015	April 2020, April 2023	to end of project
Roger Hudson (county)	July 2015	April 2020, April 2023	to end of project
Marla Mills (city)	April 20, 2020	---	April 1, 2024
Jay Knudtson (city)	April 2, 2012	4/4/16; 4/20/20	April 1, 2024
Danny Essner (city)	April 1, 2002	4/5/05; 4/6/09; 03/18/13; 4/3/17; 4/5/21	April 1, 2025
Albert M. Spradling III (city)	April 1, 2002	4/5/05; 4/6/09; 03/18/13; 4/3/17; 4/5/21	April 1, 2025
Rob Gilligan (city)	April 3, 2023	---	April 1, 2026
Adrienne Henry (city)	August 3, 2015	04/02/18; 4/4/22	April 1, 2026

Members appointed by city serve four year term, appointed by Mayor with consent of City Council. Two members appointed by school district, one member appointed by other taxing districts, two members appointed by County, term ending upon final approval of the redevelopment project. RSMo. 99.820. Meetings called by Chairman as needed. Staff contact – City Planner, 339-6326. Meetings called by Chairman as needed. Staff contact – Trevor Pulley, 573-339-6320.

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
4/15/2024

MEMORANDUM
Cape Girardeau City Council

24-016

SUBJECT

Appointment of three members, for terms expiring May 16, 2028, to the Downtown Cape Girardeau Community Improvement District Board of Directors.

EXECUTIVE SUMMARY

Three terms to the Downtown Cape Girardeau CID Board of Directors are set to expire May 16, 2024. Laurie Everett, has been serving on the CID Board since 2018, Kent Zickfield has been serving since 2014, and Nate Saverino has been serving on the board since 2020.

BACKGROUND/DISCUSSION

On May 5, 2014, the City Council adopted Ordinance No. 4574 establishing the Downtown Cape Girardeau Community Improvement District and appointing seven members to the initial Board of Directors for staggering terms. Pursuant to the governing documents of the Community Improvement District, members of the Board of Directors of the District are appointed by the Mayor with the consent of the City Council. Members serve four year terms.

GENERAL DIRECTION

ATTACHMENTS:

Name:	Description:
CITY_OF_CAPE_GIRARDEAU.pdf	Downtown CID Roster

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

April 1, 2024

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted.
Members may serve for only two consecutive full terms on the same board or commission.

Downtown Cape Girardeau Community Improvement District Board of Directors

	<u>Date Appointed/Oath</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Laurie Everett	(Nov. 12, 2018 retro)	May 4, 2020	05/16/24
Kent Zickfield	June 4, 2014	4/16/16;05/04/20	05/16/24
Nate Saverino	June 1, 2020	----	05/16/24
Lee Schlitt	May 16, 2016	4/16/16; 05/04/20	05/16/24
Cathy Thompson	June 6, 2022	----	05/16/26
Lindy Pridmore	June 4, 2014	5/7/18; 6/6/22	05/16/26
Dave Hutson	June 4, 2014	5/7/18; 6/6/22	05/16/26

On May 5, 2014, The City Council adopted Ordinance No. 4574 establishing the Downtown CID. Directors serve four year terms, appointed by Mayor with consent of Council. All directors must be owners of real property or the legal authorized representative of an individual owning property within the district. The Board is required to meet one time per year. Commission administers downtown special business district. Staff liaison –, Assistant City Manager, Development Services, 339-6300.