



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
Ryan Essex, 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

January 21, 2025
5:00 PM

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Tuesday, January 21, 2025, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Reverend Linda Gastreich of Grace United Methodist Church in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

- Recognition of Michael Halter for retirement from the Parks and Recreation Department
- Gun Violence Task Force Presentation

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Consent Agenda

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

1. Approval of the January 6, 2025, City Council Regular Session Minutes.
2. BILL NO 25-02, an Ordinance authorizing the City Manager to execute the Second Amendment to the Settlement Agreement and Release of All Claims between the City of Cape Girardeau, and James L. Drury, deceased, by and through Diane Drury-Janet and Midamerica Hotels Corporation. Second and Third Readings.
3. BILL NO 25-03, an Ordinance authorizing the City Manager to execute an agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex. Second and Third Readings.
4. BILL NO. 25-04, an Ordinance accepting Permanent Drainage Easements and Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 25-05, an Ordinance approving the record plat of Weston Subdivision. Second and Third Readings.
6. BILL NO. 25-06, an Ordinance approving the record plat of Midamerica Crossings Fourth Subdivision. Second and Third Readings.
7. BILL NO. 25-07, an Ordinance amending Schedule F of Section 26-289 of the City Code related to No Parking Zones at various locations, in the City of Cape Girardeau, Missouri. Second and Third Readings.
8. BILL NO. 25-12, a Resolution authorizing the City Manager to Execute a Supplemental Agreement with Burns & McDonnell Engineering Company, Inc., for the New Terminal Building Project at the Cape Girardeau Regional Airport. Reading and Passage.
9. Accept the fire main extension improvements to serve 4339-4141 Nash Road.

Items Removed from Consent Agenda

10. BILL NO. 25-08, a Resolution Adopting a Community Development Block Grant Program Citizen Participation Plan, in the City of Cape Girardeau, Missouri. Reading and Passage.

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

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

11. BILL NO. 25-09, an Ordinance authorizing the City Manager to execute a Grant Agreement with the Missouri Highways and Transportation Commission to fund Vehicle Parking Expansion - New Terminal at the Cape Girardeau Regional Airport. First Reading. AIRPORT -JoJo Stuart
12. BILL NO. 25-10, an Ordinance accepting a Permanent Water Line Easement from properties located at 151 – 159 South Mount Auburn Road, in the City of Cape Girardeau, Missouri. First Reading. DEV - Trevor Pulley

13. BILL NO. 25-11, an Ordinance accepting a Permanent Water Line Easement from Community Counseling Center for property located at 1987 Rusmar Street, in the City of Cape Girardeau, Missouri. First Reading. DEV - Trevor Pulley

Appointments

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

Advisory Board Minutes

- Advisory Board Minutes

Staff: Traci Weissmueller, Deputy City
Agenda: Clerk
1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the January 6, 2025, City Council Regular Session Minutes.

ATTACHMENTS:	
Name:	Description:
2025.01.06_Council_Minutes_DRAFT.pdf	2025.01.06 Draft Council Minutes

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session January 6, 2025 MM-123

STUDY SESSION – January 6, 2025

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session via internet videoconference (Zoom) pursuant to RSMo. Sections 610.010 and 610.015 on Monday, January 6, 2025, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

REGULAR SESSION –January 6, 2025

CALL TO ORDER

The Cape Girardeau City Council convened in regular session via internet videoconference (Zoom) pursuant to RSMo. Sections 610.010 and 610.015 on Monday, January 6, 2025, starting at 5:14 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present. 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 Mark Bliss, to approve and adopt the agenda. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

CONSENT AGENDA

Approval of the December 13, 2024, City Council Closed Session Minutes and the December 16, 2024, City Council Regular and Closed Session Minutes.

BILL NO. 24-140, an Ordinance approving the record plat of Ponder's Subdivision. Second and Third Readings.

BILL NO. 24-141, an Ordinance calling an election in the City of Cape Girardeau, Missouri, to elect a Council Member in Ward 5, designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election. Second and Third Readings.

BILL NO. 24-142, an Ordinance amending Chapter 15 of the City Code by extending the one-half of one percent Transportation Sales Tax and reestablishing the City Transportation Trust Fund, and calling an election in the City of Cape Girardeau, Missouri, on the question whether to approve the sales tax extension; designating the time of holding the election; authorizing and directing the City Clerk to give Notice of the Election. Second and Third Readings.

BILL NO. 25-01, a Resolution authorizing the City Manager to execute an Agreement with Acme Constructors, Inc. for the Cape Rock Water Treatment Plant Lime System and Chemical Feed Improvements. Reading and Passage.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session January 6, 2025 MM-124

Accept the Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the 2024 Asphalt Overlay Program.

Accept Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc. for the Concrete Street Repair 2023.

Accept the Improvements and Authorize Final Payment to Insituform Technologies USA, LLC for the Cured-In Place Pipe project.

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

BILL NO. 24-140 will be Ordinance NO. 5808; BILL NO. 24-141 will be Ordinance NO. 5809; BILL NO. 24-142 will be Ordinance NO. 5810; and BILL NO. 25-01 will be Resolution NO. 3641.

NEW ORDINANCES

BILL NO 25-02, an Ordinance authorizing the City Manager to execute the Second Amendment to Settlement Agreement and Release of All Claims between the City of Cape Girardeau, and James L. Drury, deceased, by and through Diane Drury-Janet and Midamerica Hotels Corporation. First Reading.

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

BILL NO 25-03, an Ordinance authorizing the City Manager to execute an agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex. First Reading.

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

BILL NO. 25-04, an Ordinance accepting Permanent Drainage Easements and Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri. First Reading.

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

BILL NO. 25-05, an Ordinance approving the record plat of Weston Subdivision. First Reading.

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

BILL NO. 25-06, an Ordinance approving the record plat of Midamerica Crossings Fourth Subdivision. First Reading.

A Motion was made by Mark Bliss, Seconded by Dan Presson, to approve.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session January 6, 2025 **MM-125**

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

BILL NO. 25-07, an Ordinance amending Schedule F of Section 26-289 of the City Code related to No Parking Zones at various locations, in the City of Cape Girardeau, Missouri. First Reading.

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

Mayor Kinder called for public appearances for all new ordinances.

Danny Essner spoke in support of Bill 25-03.

MEETING ADJOURNMENT

A Motion was made to adjourn by Dan Presson, Seconded by Ryan Essex.
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

The regular session ended at 5:43 pm.

Stacy Kinder, Mayor

Traci Weissmueller, Deputy City Clerk



DRAFT

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session January 6, 2025 **MM-126**

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Staff: Doug Gannon, Parks and
Recreation Director
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting the Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation in the City of Cape Girardeau, Missouri which allows for the addition of a parking lot to benefit the Cape Girardeau Sportsplex and authorizes use of Restaurant Tax proceeds to support the construction of improvements at Shawnee Park.

EXECUTIVE SUMMARY

The popularity of the Cape Girardeau Sportsplex and the large number of sports teams and events that utilize the facility has created a shortage of suitable parking. The Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation allows for development of a parking lot to benefit visitors of the Sportsplex facility. In addition, the Second Amendment to the Settlement Agreement allows the City of Cape Girardeau to use proceeds of the Restaurant Tax towards the construction of improvements at Shawnee Park.

BACKGROUND/DISCUSSION

The Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation was originally executed in December 2003. The Settlement Agreement was amended in February 2014 and has not been negotiated or amended since that date.

The popularity and large amount of usage the Cape Girardeau Sportsplex receives has created a situation in which there is not adequate suitable parking for visitors of the facility. The City of Cape Girardeau and Midamerica Hotels Corporation have negotiated a Second Amendment to the 2003 Settlement Agreement in which Midamerica Hotels will allow the City use of 2.4 +/- acres to develop an additional parking lot at the Sportsplex facility. The parking lot will create approximately 295 additional parking spaces for Sportsplex visitors. In addition, as part of the Second Amendment to the Settlement Agreement, the City may use proceeds from the Restaurant License Tax to assist with construction of improvements at Shawnee Park.

FINANCIAL IMPACT

The lease of the land for the parking lot will be conveyed to the City of Cape Girardeau at no additional charge. The City budgeted funds to develop the parking lot as part of the FY '25 Operating Budget.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Events and tournaments at the Cape Girardeau Sportsplex bring a large amount of visitors to the City. The absence of adequate parking at the facility has created unrest among users of the facility. In order to continue to recruit and retain large events and tournaments at the Sportsplex ,the parking needs to be expanded and

improved. The approval of the Second Amendment to the Settlement Agreement will allow alleviation of parking shortages and continued growth of Sportsplex events contributing to the economic viability of Cape Girardeau. Likewise, the continued development of Shawnee Park athletic fields continue to attract large softball/baseball tournaments to Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends accepting the Ordinance accepting the Second Amendment to the Settlement Agreement between the City of Cape Girardeau and Midamerica Hotels Corporation.

ATTACHMENTS:	
Name:	Description:
25-02-Drury-Midamerica_Settlement_Agreement_Admen_2.doc	Ordinance
2024.DRURY.2nd.Amendment.Settlement.Agreement.Final.docx	Second Amendment to Settlement Agreement
Sportsplex_Parking_Lot_Revised_12-17-24.pdf	Exhibit A

BILL NO. 25-02

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN THE CITY OF CAPE GIRARDEAU, AND JAMES L. DRURY, DECEASED, BY AND THROUGH DIANE DRURY-JANET AND MIDAMERICA HOTELS CORPORATION

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

ARTICLE 1. The City Manager is hereby authorized and directed to execute, on behalf of the City of Cape Girardeau, Missouri, the Second Amendment to the Settlement Agreement and Release of All Claims between the City of Cape Girardeau, and James L. Drury, deceased, by and through Diane Drury-Janet and Midamerica Hotels Corporation. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. A copy of said Second Amendment to Settlement Agreement and Release of All Claims is attached hereto and incorporated herein by reference, and 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 Ordinance.

ARTICLE 2. To the extent that any provision in any other ordinance or agreement is contrary to the terms of this Amendment to Settlement Agreement and Release of All Claims, those contrary provisions are hereby modified and amended in order to effectuate the terms of this Amendment to Settlement Agreement and Release of All Claims.

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

PASSED AND APPROVED THIS _____ day of _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Second Amendment to Settlement Agreement and Release of All Claims (this “Second Amendment”) is made this ____ day of December, 2024, among MIDAMERICA HOTELS CORPORATION, a Missouri corporation and JAMES L. DRURY, DECEASED, BY AND THROUGH DIANE DRURY-JANET, AS PERSONAL REPRESENTATIVE (collectively referred to as “Midamerica”), and the CITY OF CAPE GIRARDEAU, MISSOURI, a home rule city and political subdivision of the State of Missouri (the “City”).

RECITALS

A. On December 18, 2003, Midamerica Hotels Corporation, James L. Drury and the City entered into a Settlement Agreement and Release of All Claims (the “Original Settlement Agreement”) for the purposes therein stated.

B. On March 17, 2008, James L. Drury died intestate.

C. Daniel M. Drury, John A. Drury, Diane Drury-Janet and Kenneth J. Drury are the sole surviving children and heirs of James L. Drury.

D. On February 28, 2014, Midamerica and the City entered into an Amendment to Settlement Agreement and Release of All Claims (the “First Amendment”) for the purposes stated therein. The Original Settlement Agreement and the First Amendment are collectively referred to as the “Settlement Agreement.”

E. The parties hereby agree to further amend the Settlement Agreement as herein provided, in accordance with Section 18 of the Original Settlement Agreement.

AGREEMENT

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

1. The City has budgeted necessary funding to carry out the following improvements for the benefit of the Cape Girardeau SportsPlex (“CSP”) located at 2526 Jim Drury Way in the City. Proceeds from the Restaurant or Hotel/Motel Tax will not be used to fund the improvements.

a. Create a gravel parking lot on the area illustrated on **Exhibit A** (the “Parking Lot”).

b. Create curb cuts to line up with the two eastern-most entrances to CSP, as illustrated on **Exhibit A**.

c. Create no parking zones along both sides of Veteran’s Memorial Drive and along the South side of Jim Drury Way for the entire length of each such street.

d. Install “no parking” signs and “no parking on grass” signs as illustrated on **Exhibit A.**

e. Provide structure to denote drive lanes and parking as illustrated on **Exhibit A.**

Concurrently herewith, the City (as tenant) and Midamerica Hotels Corporation (as landlord) shall enter into a Lease for the Parking Lot, which Lease shall have a scheduled expiration date of December 31, 2028. The Lease more particularly sets forth and delineates the precise terms and conditions upon which the City leases the Parking Lot, upon which the City shall improve the Parking Lot, and upon which the City may use the Parking Lot for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex. In the event of any conflict between the terms of this Agreement and the terms of the Lease, then in all such events the terms of the Lease shall govern, control and prevail.

2. The City shall, before commencing construction of the improvements described in **Section 1** and continuing so long as the Parking Lot is available for parking as described in **Section 3**, maintain comprehensive general liability insurance under which the City and Midamerica Hotels Corporation are named as insureds until the final expiration or termination of the Lease, and continuing thereafter during any period in which the City remains in possession of the Leased Premises under the Lease, providing for coverage of the injuries and damages for which the City, as a political subdivision, is legally obligated under Missouri law to pay, and naming Midamerica Hotels Corporation as an additional insured party, with limits of coverage of not less than \$4,000,000. The City shall provide certificates of insurance to Midamerica Hotels Corporation evidencing such insurance annually.

3. Upon compliance with **Sections 1** and **2**, and thereafter through the final expiration or termination of the Lease, the City may make the Parking Lot available for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex, in accordance with the terms and conditions of the Lease. If the City does make the Parking Lot available for vehicular parking use thereof by the guests of the Cape Girardeau Sportsplex, then the City shall make such Parking Lot available to such persons at no charge to such persons. If Midamerica Hotels Corporation receives and accepts an offer for the land on which the Parking Lot is located, the City shall vacate the Parking Lot upon 180 days’ written notice.

4. The City shall, throughout the entire Term of the Lease, maintain the Parking Lot and adjacent grass areas, including but not limited to picking up trash, mowing a width of no more than 10 ft. on all sides, replenishing gravel as needed to eliminate potholes and mud and snow and ice removal. The City may, upon appropriation by the City Council, use proceeds of the Restaurant Tax for such purpose.

5. Following (a) completion of the improvements described in **Section 1** and (b) the expenditure of not less than a total of \$4,500,000 from the Parks & Recreation Stormwater Tax

Fund and the Cape Girardeau Parks & Recreation Foundation Trust Fund toward the construction of improvements at Shawnee Park, the City may, upon appropriation by the City Council, use up to \$4,000,000 of proceeds of the Restaurant Tax for the construction of improvements at Shawnee Park.

6. The City may, upon appropriation by the City Council, use proceeds of the hotel and motel license tax imposed pursuant to Section 15-461 et seq. of the Code of Ordinances of the City for the Convention and Visitors Bureau marketing, event incentives and recruitment budget.

7. Except to the extent that they are otherwise herein modified or repealed, all other provisions of the Settlement Agreement shall remain in full force and effect.

8. All of the signers of this Second Amendment represent and warrant that they have full authority to execute this document on behalf of the parties to the original Settlement Agreement, or their successors in interest, and to bind those parties as fully and completely as in the original Settlement Agreement.

9. The parties agree that this Agreement may be executed in counterparts.

10. If any portion of this Second Amendment is found to be unenforceable and/or invalid, the offending provision shall be severed and the remainder of this Second Amendment shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this document on the day affixed next to his or her signature.

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

CITY OF CAPE GIRARDEAU, MISSOURI

Date: _____

By: _____
Kenneth L. Haskin, City Manager

ATTEST:

Gayle L. Conrad, City Clerk

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

MIDAMERICA HOTELS CORPORATION

Date: _____

By: _____
Daniel M. Drury, President

**SECOND AMENDMENT TO SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

Date: _____

Diane Drury-Janet, As Personal Representative
Of The Estate Of James L. Drury, Deceased

Staff: Doug Gannon, Parks and
Recreation Director
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance authorizing the City Manager to execute an agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex.

EXECUTIVE SUMMARY

As part of the Parks, Recreation and Stormwater Tax passed in 2018, voters approved the construction of a 5-8 field Youth Outdoor Outdoor Sports Complex in the City of Cape Girardeau. The Youth Outdoor Sports Complex will replace the aging athletic fields at Arena Park which are no longer conducive for high level league and tournament play.

The Youth Outdoor Sports Complex will be located at 1157 South West End Blvd to the west of the current Shawnee Park Sports Complex. The addition of the complex will allow Cape Girardeau to remain on the cutting edge of facilities that will continue to attract large tournaments that contribute significantly to the local economy and tourism. As part of the Scope of Work for the project will be the relocation/addition of two (2) football / soccer fields to the North of HWY 74 at the intersection of Minnesota Avenue and College Street.

BACKGROUND/DISCUSSION

In May 2024, the City issued a Request for Proposal (RFP) seeking interested design-build teams to construct a Youth Outdoor Sports Complex at 1157 South West End Blvd. Six (6) design-build proposals were received. A review team consisting of representatives from the Parks and Recreation Department staff, Development Services, the Parks and Recreation Advisory Board and the Parks and Recreation Foundation Board reviewed the proposals and created a short-list of four (4) firms to give presentations on their proposals. The review team selected the top-qualified design-build entity, Penzel Construction Company, Inc., and proceeded with negotiating the design-build agreement.

FINANCIAL IMPACT

The low bid on the project was submitted at \$5,571,969. This figure does not include a contingency amount. City staff have allotted for a 10% contingency on the final cost of the project. The project is funded by the Parks, Recreation and Stormwater (PRS2) Tax.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The addition of the Youth Outdoor Sports Complex will allow Cape Girardeau to continue to stay very competitive in the Sports Tourism Industry as well as providing quality recreation and competitive facilities for the community. Cape Girardeau has become very well known as a Sports Tourism destination. Most weekends throughout the year draw large amounts of sports teams to the community increasing hotel occupancy, restaurant business and general commerce in the City.

The location of the facility will be to the South of HWY 74 adjacent to the existing Shawnee Park Sports Complex Athletic Fields. The facility will be very visible from the HWY 74 corridor as visitors enter Cape Girardeau via the Bill Emerson Memorial Bridge. The addition of this facility will continue to enhance the southern part of the community and give visitors a first-class impression of Cape Girardeau as they enter the City from the southern access point. The addition of the facility and it's proximity to the Shawnee Park Center, Jefferson Elementary School and the Shawnee Park Sports Complex will continue to add recreation and leisure opportunities for all citizens of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Ordinance authorizing the City Manager to execute a design-build agreement with Penzel Construction Company, Inc., for the purpose of constructing a Youth Outdoor Sports Complex located at 1157 South West End Blvd, and all related documents for the project.

ATTACHMENTS:	
Name:	Description:
□ 25-03_ORD_Agreement_Penzel_Youth_Sports_Complex.doc	Ordinance
□ Youth_Outdoor_Sports_Complex_RFP.pdf	Request for Proposal Document
□ 2024.12.11.YouthSportsComplexAgreement.docx.pdf	Youth Outdoor Sports Complex Construction Agreement
□ Proposed_Schedule_of_Values.pdf	Project Budget

BILL NO. 25-03

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES WITH PENZEL CONSTRUCTION COMPANY, INC., FOR THE YOUTH OUTDOOR SPORTS COMPLEX

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the Youth Outdoor Sports Complex, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk





Request for Proposal

Youth Outdoor Sports Complex

Design-Build Services City of Cape Girardeau, MO

Project Proposals Due: June 28, 2024, 4:00 pm

The City of Cape Girardeau Missouri seeks proposals from companies/contractors with expertise in design-build services for construction of a Youth Outdoor Sports Complex. Respondents must be capable of providing design/build services which comply with all applicable local, state, and federal regulations governing construction of said Youth Sports Complex including all associated agency or agencies permitting such projects.

Project Description

The project includes construction of a five (5) field Youth Baseball/Softball Complex and two (2) Youth Soccer/Football Fields. The baseball/softball fields will be 250' in length and be constructed to tournament regulation dimensions and quality.

The site address of the future Youth Baseball/Softball Complex is 1157 South West End Boulevard in the City of Cape Girardeau Missouri. The site address for the future soccer/football fields is 1620 College Street in the City of Cape Girardeau Missouri.

Project Scope

The project scope will include construction of a five (5) field Youth Baseball/Softball Complex and two (2) Youth Soccer/Football Fields as approved by applicable local, state, and federal agencies and includes all permits for construction, operation, etc. Proposed components of the project will be as follows. The scope of the project may be scaled back as the project budget dictates.

The Youth Baseball/Softball Complex will include:

- Five (5) baseball/softball fields 250 feet in length with tournament regulation dimensions.
- Two (2) ancillary paved or gravel parking lots
- Ancillary amenities to support high level tournament play.
- Engineered soil infields.
- Bleacher pads on all fields.
- Vinyl coated chain link fencing.

- Warning tracks on infields.
- HGT Bluegrass Sod on outfields.
- Top quality irrigation (Rain Bird or equivalent).
- Quality standard backstops and covered player dugouts with concrete floors.
- 40X60 centrally located concession/restroom building with storage area and HVAC system, water heater, fires suppression, fixtures, grill and hood.
- All necessary concrete work to incorporate an integrated sidewalk system within the complex and from parking areas.
- All utility and infrastructure work for the site.
- All necessary engineering work.
- Working with outside agencies in the mitigation of an existing waterway that will be affected by Youth Baseball/Softball Complex.

The Youth Soccer/Football Fields will include:

- Construction of two (2) regulation size soccer/football fields.
- (3) ancillary paved or gravel parking lots
- HGT Bluegrass Sod on playing areas.
- Top quality irrigation (Rain Bird or equivalent).
- All necessary site preparation and dirt work.
- All utility and infrastructure work for the site.
- Required engineering work for the project.

Additional consideration will be given for proposals that incorporate artificial turf

- Add alternate (1) will include artificial turf on the infields and outfields of the baseball/softball complex as well as on the two (2) soccer/football fields
- Add alternate (2) will include artificial turf on the baseball/softball complex infields and outfields.
- Add alternate (3) will include artificial turf on the baseball/softball complex infields only.
- Add alternate (4) will include artificial turf on the soccer/football complex fields only

Project Budget

A proposed budget has been set at \$4,500,000. Proposal submissions should include examples of similar projects completed with the price range of \$2,000,000 to \$8,500,000.

Anticipated Schedule

Activity	Date
Issue/Advertise RFP	May 10, 2024
Questions/Response deadline 4:00 pm	June 7, 2024
Proposals due to City 4:00 pm	June 28, 2024
Project teams short listed and notified by	July 10, 2024
Interview short listed firms, if necessary, week of	July 29, 2024
Project Team Selected	August 5, 2024
Recommendation to City Council	August 19, 2024
Begin Construction	November 2024

Submittal Requirements

Companies/Contractors interested in providing service to the City of Cape Girardeau Missouri shall submit a Project Proposal that shall include the following:

- 1) The name of the company/contractor, corporate office address, closest office address, and brief history.
- 2) A statement that the company/contractor is able to provide all the services in the scope listed in this document with current staff or, if not in-house, those services proposed to be provided through a sub-consultant/contractor.
- 3) Brief narratives of key personnel who may be involved the project.
- 4) A list of other municipalities/organizations for which the company/contractor has completed for or is presently completing similar work along with a brief description of each.
- 5) Related project experience within the last five years.
- 6) A summary of current and anticipated work load capacity to complete the project.
- 7) Additional information not listed above which is believed to be useful and helpful in determining the qualifications of your company.

The total submittal shall not exceed twenty five (25) single sided pages.

The Project Proposal should clearly demonstrate a thorough understanding of the project specifics, challenges, and detail the proposed approach to successfully completing the project.

Any inquiries or requests for clarification should be submitted through the City's online eProcurement system (www.cityofcape.org/bids) no later than 4:00 pm on June 7, 2024. **Submissions are due at 4:00 pm on June 28, 2024.**

Evaluation Criteria

The selection committee will consist of City Staff and a member of the City of Cape Girardeau Parks and Recreation Advisory and Foundation Boards. The three highest ranking teams shall be asked to participate in an interview, if necessary. The City of Cape Girardeau reserves the right to base the selection solely on the submitted qualifications.

The following criteria will be the basis for selection:

Project Team Experience	30 Max Points
Description and Creativity of project proposal	30 Max Points
Demonstrated ability to complete the project within the budget	25 Max Points
Quality and Responsiveness of Project Proposal	<u>15 Max Points</u>
	Total 100 Max Points

All submissions shall be submitted through the City's online eProcurement system (www.cityofcape.org/bids) no later than **4:00 pm, local time, on Friday, June 28, 2024.** No public opening will be held. For project questions, please contact Doug Gannon at dgannon@cityofcape.org or 573-339-6726.

Terms and Conditions

The City of Cape Girardeau reserves the right to seek clarification or information submitted in response to this RFP and/or request additional information during the evaluation process.

The City of Cape Girardeau will not be liable in any way for any costs incurred by respondents to this RFP or any part of the procurement process. The selected team will be required to conform to the Missouri Prevailing Wage Law.

Thank you for your interest in this project.

AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES (the "Contract") is made this **6th day of January, 2025** (the "Contract Date"), between **The City of Cape Girardeau** (hereinafter the "Owner") and **Penzel Construction Company, Inc.** (hereinafter "Contractor").

WHEREAS, Contractor is prepared and able to perform the professional design, engineering and construction services required by the Owner for construction of a **Youth Outdoor Sports Complex at 1157 South West End Blvd** in Cape Girardeau, Missouri (the "Project");

THEREFORE, in consideration of the mutual promises hereinafter set out, the Owner, and Contractor agree as follows:

1. GENERAL PROVISIONS

- 1.1 **The Contract Documents.** The Contract Documents consist of this Contract, Exhibits, drawings, specifications, other documents listed in this Contract, and modifications issued after execution of this Contract, all of which form the Contract and are as fully a part of the Contract as if attached hereto or repeated herein. Upon the Owner's acceptance of the Contractor's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.4.3.1 and identified in the Executed Guaranteed Maximum Price Proposal. The Contract represents the entire and integrated agreement between the parties hereto with respect to the Project and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.2 **Scope of Work.** Contractor shall, in accordance with the requirements of this Contract, perform and provide the design, engineering and construction services described in the Scope of Work attached as **Exhibit A** hereto (the "Work"), as modified by the parties from time to time with respect to the scoping, design and construction phases. Contractor shall complete the performance and provision of the Work as specified in Section 2 herein.
- 1.3 The Contractor accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to furnish the design, engineering and construction services set forth herein; to provide efficient administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information or other requests required by the Contractor and to make payments to the Contractor in accordance with the requirements of this Contract.

2. CONTRACTOR'S SERVICES

2.1 Scoping Phase Services

- 2.1.1 The Contractor shall provide a preliminary evaluation of the Owner's Program, schedule, space and site requirements, and budgetary requirements, each in terms of the other, as set forth in the Scope of Work.
- 2.1.2 The Contractor shall conduct an initial site visit and inspection, and such additional visits as needed by the Contractor, to assess the suitability of its use for the Project and provide the Owner a presentation of its findings as and to the extent set forth in the Scope of Work. The Contractor shall conduct preliminary meetings with City Development Review Group for project review to determine initial feedback and analysis of opportunities and constraints regarding overall site, access, stormwater, building codes, permits, etc.
- 2.1.3 The Contractor shall schedule and conduct meetings with the Owner, in person or via telephone conference or online meetings as reasonably determined by Contractor, to discuss such matters as procedures, progress, coordination and scheduling as and to the extent set forth in the Scope of Work. The Contractor shall advise on proposed site use and improvements, including, without limitation, access, traffic, drainage, building placement and parking, selection of special equipment and systems, and building systems and equipment.
- 2.1.4 Contractor shall research and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the Owner's Program requirements. In the performance of this obligation, Contractor shall meet with governmental authorities having or potentially having jurisdiction over the Project and make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, and any and all fire safety laws, codes, regulations, or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements. Contractor will notify Owner and at all times keep Owner advised of any potential challenge or obstacle to full and complete legal approval and compliance, including obtaining all applicable licenses and permits.

- 2.1.5 The Contractor shall investigate and determine the nature and identity of all permits, licenses and inspections as are necessary to commence and complete the Work. Contractor shall prepare a list of same, including associated costs and fees, and furnish it to the Owner. All fees charged by the City will be waived for this project.
- 2.1.6 Based upon the Contractor's review and analysis of the Owner's Program, the Contractor shall prepare a preliminary design, a preliminary project cost estimate, including cost estimates for any equipment systems, and a preliminary project schedule for the Owner's review and comment. If the cost estimate exceeds the Owner's budget, the Contractor shall make recommendations to the Owner on ways to reduce the preliminary cost estimate. The preliminary project schedule shall show the activities needed to satisfy the Owner's requirements for completing the Project.
- 2.1.7 For the Contractor's Scoping Phase Services described in Sections 2.1.1 through 2.1.6, the Owner shall compensate the Contractor as provided in **Exhibit B**. If Exhibit B is blank, Scoping Phase Services are not part of this Agreement.

2.2 Design Phase Services: Development of Documents

- 2.2.1 Design Documents. The Contractor shall prepare and submit to the Owner for review and written approval Design Documents based on the approved adjustments in the Program, budget and completion requirements authorized by the Owner. See **Exhibit C**. The Design Documents, as modified by the parties from time to time, shall consist of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems and elements, and such other elements as may be appropriate. The Contractor shall update the preliminary schedule and estimate based on the Design Documents and shall submit such update to the Owner for review and approval. The preliminary schedule and estimates shall be provided to the Owner in the formats set out in section 2.2.4. Upon submission to the Owner, the Contractor shall certify that, to the extent required of Contractor as set forth in the Scope of Work, the Design Documents: (i) are consistent with the Contract Documents; (ii) comply with applicable industry and professional practice standards; (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (iv) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications. Design documents shall be uploaded into the City's plan review system for the plan review and permitting process.
- 2.2.2 Construction Documents. After the Owner's written approval of the Design Documents as specified in Exhibit C, the Contractor shall submit to the Owner for review and approval Construction Documents based on the approved Design Documents and any adjustments in the program, budget and completion requirements authorized by the Owner. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for construction of the Project (the "Drawings and Specifications"). If the Guaranteed Maximum Price has not been established, the Contractor shall prepare further updates of the preliminary schedule and estimate and shall submit such updates to the Owner for review and approval. Sets of plans shall be provided to the Owner in the formats set out in section 2.2.4.
- 2.2.3 For the Contractor's Design Phase Services described in Section 2.2, the Owner shall compensate the Contractor as provided in **Exhibit D**. If **Exhibit D** is blank, Design Phase Services are not part of this Agreement.
- 2.2.4 Digital (PDF and CADD) and hardcopy Drawings and Specifications shall be provided of Design Documents and Construction Documents, and any revisions thereof. All drawings available on CADD shall be provided to the Owner on diskette or other electronic format accepted by Owner. As-builts shall be provided to the Owner at the completion of the Work. All CADD drawings provided shall be compatible with AutoCAD 2011.

2.3 Construction Phase Services

- 2.3.1 The Construction Phase will commence upon the issuance by the Owner of a written Notice to Proceed. See **Exhibit E**.
- 2.3.2 Those portions of the Work the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts with Contractor or, as applicable, by other appropriate agreements with the Owner. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

- 2.3.3 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner.
- 2.3.4 Upon the execution of the Executed Guaranteed Maximum Price Proposal as provided in 2.4.1.6, the Contractor shall prepare and submit to the Owner a construction schedule for the Work and submittal schedule.
- 2.3.5 The Contractor shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall hold regular progress meetings and shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. See Exhibit F.
- 2.3.6 The Contractor shall develop a system of cost control for the Work, to include a forecast of anticipated costs and regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and shall provide this information in its monthly reports to the Owner.
- 2.3.7 If Owner abandons the project prior to construction, the fees incurred by Contractor, including but not limited to those specified on Exhibits B and D are payable by Owner to Contractor.

2.4 Compensation for Construction Phase Services

2.4.1 Guaranteed Maximum Price Proposal

- 2.4.1.1 The Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Contractor's estimate of the Cost of the Work, including all costs and contingencies described in Section 2.4.1.4 and the Contractor's Fee, but shall not include any fees, costs or expenses incurred during the Scoping Phase or Design Phase.
- 2.4.1.2 To the extent that the Drawings and Specifications are anticipated to require further development, the Contractor shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 2.4.1.3 The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - 2.4.1.3.1 A list of the Drawings and Specifications, including all Addenda thereto;
 - 2.4.1.3.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.4.1.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 - 2.4.1.3.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Contractor's Fee;
 - 2.4.1.3.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 - 2.4.1.3.5 A date by which the Owner must accept the Guaranteed Maximum Price.
- 2.4.1.4 In preparing the Contractor's Guaranteed Maximum Price proposal, the Contractor shall include its contingency for the Contractor's exclusive use to cover various miscellaneous expenses, unknown

minor costs, and various design and project omissions, and gaps in the bid scopes, as well as those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

- 2.4.1.5 The Contractor shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- 2.4.1.6 If the Owner notifies the Contractor the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective. Promptly thereafter, Owner and Contractor shall both sign the Guaranteed Maximum Price proposal (hereinafter, the “Executed Guaranteed Maximum Price Proposal”). The Executed Guaranteed Maximum Price Proposal shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 2.4.1.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs or except as provided in Exhibit B and D. See Exhibit G.
- 2.4.1.8 The Owner shall authorize the Contractor at Owner’s expense to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Executed Guaranteed Maximum Price Proposal. The Contractor shall notify the Owner of any inconsistencies between the Executed Guaranteed Maximum Price Proposal and the revised Drawings and Specifications.
- 2.4.1.9 The Contractor shall not be required to include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Contractor. All such taxes shall be paid as provided in Section 7.4, and the City will provide a tax exempt certificate to the Contractor covering all such taxes for this project promptly upon the execution of this Contract.
- 2.4.2 Contract Sum. For the Contractor’s performance of the Work as described in Section 2.3, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract, at such times as further provided in this Contract. The Contract Sum is the Cost of the Work as defined in Section 2.4.4.1 plus the Contractor’s Fee. See Exhibit U.
- 2.4.3 Guaranteed Maximum Price
 - 2.4.3.1 The Contractor guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Executed Guaranteed Maximum Price Proposal, as it is amended from time to time. Excluding any payment for taxes pursuant to Section 7.4, to the extent the Cost of the Work exceeds the Guaranteed Maximum Price; the Contractor shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the Owner and the Contractor shall share in such savings and Owner shall pay Contractor fifty-cents for every dollar saved below the Guaranteed Maximum Price.
 - 2.4.3.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.4.4 Costs to Be Reimbursed
 - 2.4.4.1 The term “Cost of the Work” shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner, which shall not be unreasonably delayed or withheld. The Cost of the Work shall include only the items set forth in Sections 2.4.5 through 2.4.10 .See Exhibit U.

- 2.4.4.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. See Exhibit G. The parties shall endeavor to identify any such costs prior to executing the Executed Guaranteed Maximum Price Proposal.
- 2.4.5 Labor Costs
- 2.4.5.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- 2.4.5.2 Wages or salaries of the Contractor's supervisory and administrative personnel when engaged in the Scope of Work.
- 2.4.5.3 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 2.4.4.1 through 2.4.4.
- 2.4.5.4 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.
- 2.4.6 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.
- 2.4.7 Costs of Materials and Equipment Incorporated in the Completed Construction
- 2.4.7.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.
- 2.4.7.2 Costs of materials described in the preceding Section 2.4.7.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work, less reasonable expenses of Contractor in completing such sales.
- 2.4.8 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
- 2.4.8.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.
- 2.4.8.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval, which shall not be unreasonably withheld.
- 2.4.8.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- 2.4.8.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 2.4.8.5 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

- 2.4.8.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, which shall not be unreasonably withheld.

2.4.9 Miscellaneous Costs

- 2.4.9.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverage's required by the Contract Documents, with the Owner's prior approval.
- 2.4.9.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
- 2.4.9.3 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.
- 2.4.9.4 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent, which shall not be unreasonably withheld. However, such costs of legal defenses, judgments and settlements shall not initially be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.
- 2.4.9.5 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval, which shall not be unreasonably withheld.
- 2.4.9.6 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- 2.4.9.7 Subject to the Owner's prior approval, which shall not be unreasonably withheld, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

2.4.10 Other Costs and Emergencies

- 2.4.10.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- 2.4.10.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 2.4.10.3 Costs as provided in Section 2.4.1.4 and of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, to the extent that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

2.4.11 Costs Not To Be Reimbursed

- 2.4.11.1 The Cost of the Work shall not include the items listed below:
 - 2.4.11.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, but subject to the provisions of Section 2.4.5.2;
 - 2.4.11.1.2 Expenses of the Contractor's principal office and offices other than the site office;
 - 2.4.11.1.3 Overhead and general expenses, except as may be expressly included in Sections 2.4.5 to 2.4.10;

2.4.11.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

2.4.11.1.5 Costs due to labor strikes and/or the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

2.4.11.1.6 Any cost not specifically and expressly described in Sections 2.4.5 to 2.4.10 unless such costs are actual costs required to complete the Work and approved in writing by Owner or are otherwise stated in this Contract;

2.4.11.1.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

2.4.11.1.8 Costs for services incurred during the Scoping and Design Phases other than those approved in writing in advance by Owner, which shall be paid by Owner as otherwise provided in this Contract.

2.4.12 Accounting Records. The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner in the Owner's reasonable discretion. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit, at the Owner's expense, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Due to the sensitive nature of the information that may be disclosed by Owner's audit, including financial, trade secret and work product information of the Contractor and subcontractors which may be beneficial to Contractor and subcontractor's competitors, Owner agrees that copies of the foregoing records and information shall only be provided to Owner upon Contractor's consent unless otherwise required by law.

2.4.13 Summary of Definitions regarding financial components.

2.4.13.1 Budget Items: Construction element or task that was bid out and subsequently contracted with a sub-trade supplier.

2.4.13.2 Allowance Items: Construction element or task that is anticipated, but not contracted with a sub-trade supplier. Amount of the allowance can be designated by (a) estimation, or (b) as a result of a RFP.

2.4.13.3 Contingency Items:

- a Construction element or task that is unintentionally omitted from the RFP process, but still required as part of the Scope.
- b Modification to an originally budgeted or anticipated construction element or task, as a result of local permitting, or code enforcement modifications.
- c Modification to an originally budgeted construction element or task, as a result of commodity pricing or component availability.
- d Contingency dollars could be used to cover "net overages" of Allowance Items.
- e Construction element or task that results in an immaterial deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications AND (e) deemed to be "in scope".

2.4.13.4 Change Order Items: Construction item or element that is a material deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications, AND (e) deemed to be "in scope" or "out of scope".

3. OWNER'S RESPONSIBILITIES

3.1 Owner's Responsibilities During Scoping Phase

3.1.1 The Owner shall provide the following to the Contractor:

- 3.1.1.1 Information regarding legal limitations, together with all information in the possession of the Owner regarding environmental, soil and subsurface conditions at the Site. The Contractor shall take all reasonable and prudent steps necessary to locate utility facilities as required for the Project.
 - 3.1.1.2 A program and other relevant information describing the Owner's Project objectives, constraints and requirements, including the Project budget and completion requirements.
 - 3.1.1.3 To the extent it is not within the Contractor's Scope of Work or the responsibility of the Contractor in Sections 4.6 and 4.7, Owner shall secure and pay for necessary easements and governmental approvals for the construction, use or occupancy of the Project, including legal services required therefor.
 - 3.1.1.4 Promptly respond to Contractors' inquiries and requested approvals as necessitated during the Scoping, Design and Construction Phase.
- 3.1.2 The information and services required by Paragraph 3.1.1 shall be furnished with reasonable promptness at the Owner's expense, and the Contractor shall be entitled to rely on their completeness and accuracy.
- 3.2 Owner's Responsibilities During Design Phase
- 3.2.1 The Owner shall review (i) the Design Documents and other information furnished by the Contractor during the Design Phase as set forth under Section 2.2, and (ii) the Guaranteed Maximum Price Proposal as set forth in Section 2.4.1, each within 20 business days of receipt by Owner.
- 3.3 Owner's Responsibilities During Construction Phase
- 3.3.1 The Owner shall at once report to the Contractor any errors, inconsistencies or omissions the Owner discovers in the Construction Documents. Failure by the Owner to report to the Contractor any such errors, inconsistencies or omissions shall not relieve the Contractor of any of its responsibilities with respect to such errors, inconsistencies or omissions, unless Contractor cannot reasonable infer such items from the Owner's Program.
- 3.4 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 3.5 Owner's Representative: Notwithstanding anything in this Contract to the contrary, Contractor acknowledges and agrees that (i) **Doug Gannon, Parks and Recreation Director**, shall be Owner's representative for the administration of the Work (the "Owner's Representative"), (ii) no Change Order shall be deemed approved by Owner nor may Contractor have a claim for additional services unless a written change order has been executed and delivered by Owner's Representative, (iii) any work outside the scope of the Work set forth in this Contract and any properly executed Change Orders cannot be authorized by other representatives, agents, employees, officers, members or consultants, contractors of Owner (whether requested in writing or verbally by such other representative, agents, employees, officers, members, consultants or contractors). Owner's Representative shall be allowed (but not required to be) on the Site at all times, however, such shall not relieve or release Contractor from any of its obligations or responsibilities under this Contract.

4. CONTRACTOR'S RESPONSIBILITIES

4.1 Conduct of Services

- 4.1.1 Contractor represents and warrants to the Owner that Contractor is competent to perform and provide the services required by this Contract, and the Contractor has the necessary permits, licenses and qualifications to perform such services. When applicable law requires that services be performed by licensed professionals, the Contractor shall have those services provided through the performance of qualified persons or entities duly licensed to practice their professions, including but not limited to, lawfully licensed architects, engineers or other design professionals. Contractor shall exercise skill, care and diligence in the performance and provision of the Work required by this Contract. Contractor shall perform the services promptly and in conformity with the requirements of this Contract, and in this regard shall carry out its obligations under this Contract in accordance with customarily accepted practices. In the event that Contractor should fail to comply with any of the foregoing requirements or standards, Contractor shall perform at its own costs and without reimbursement from the Owner, the services necessary to correct deficiencies in the services or work which are so caused. Contractor's representations and warranties in this Section shall terminate at the times provided in Section 11.1.

- 4.1.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, architects, contractors, subcontractors, engineers, design professionals, and their agents and employees, and other persons or entities performing any portion of the obligations required to be completed by Contractor under the Contract Documents.
- 4.1.3 When requested, the Contractor shall obtain from each of the Contractor's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Contract Documents and the Design Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

4.2 Project and Payment Schedule

4.2.1 The Construction Schedule

4.2.1.1 Contractor shall prepare and maintain a schedule (the "Construction Schedule") to meet the "Milestones" identified in the attached **Exhibit H**, as modified from time to time by the parties. The Construction Schedule shall accurately represent and reflect, to the best of Contractor's knowledge, experience and ability, the total time and monies required to complete each task and the progress of the Work relative to the Substantial Completion Date (as hereinafter defined). The Contractor shall promptly revise the Construction Schedule as the scope of the Project changes and report any revisions in the Construction Schedule to "Owner's Representative".

4.2.1.2 Time is of the essence of this Contract. In the event that the Contractor does not meet the Milestones for reasons other than Excusable Delay, Contractor shall, at its sole cost and expense, implement remedial actions reasonably necessary to achieve Contract compliance. In addition, in the event the Owner determines the Work to achieve the Milestones has not progressed or reached the level of completion required by this Contract for reasons other than Excusable Delay, the Owner shall have the right at Owner's cost [through the use of Contractor's Contractual Contingency Fund] to order the Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (collectively, the "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the Construction Schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum or Construction Schedule (for reasons other than Excusable Delay) in connection with Extraordinary Measures required by the Owner under or pursuant to this paragraph unless this Contract otherwise expressly permits the same and Owner may exercise the rights furnished the Owner under or pursuant to this paragraph as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone date or completion date set forth in the Construction Schedule.

4.2.2 Substantial Completion

4.2.2.1 As used in this Contract, the term "Substantial Completion" or "Substantially Completed" shall mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use.

4.2.2.2 The Work to be performed under this Contract shall be Substantially Completed as soon as reasonably practical but in no event later than June 30, 2026 (the "Substantial Completion Date"). The Substantial Completion Date may be modified by the parties as provided in Section 6.2 or 12.1. The period between the date of this Contract and the Substantial Completion Date shall be the "Contract Period".

4.2.3 Certificate of Substantial Completion

- 4.2.3.1 When the Contractor considers the Work to be substantially complete, the Contractor shall provide written notice to Owner. See Exhibit I. Promptly following Owner's receipt of such notice, Contractor and Owner's Representative shall meet at the Site, inspect the Work and review test results if any, in order for the Owner to determine whether the Work is substantially complete. Substantial completion shall not be considered by the Owner unless all required inspections have been performed and passed. Contractor and Owner's Representative shall also complete a comprehensive list of all items to be completed or corrected (the "Punchlist") by the Contractor. Failure to include an item on the Punchlist shall not alter the Contractor's responsibility to complete all Work in accordance with this Contract. Contractor shall commence with the correction and/or completion of any item on the Punchlist immediately thereafter. If the items set forth on the Punchlist are not corrected within the agreed upon timeframe as agreed to in writing by Owner and Contractor, Owner shall have the right to hire an independent contractor to complete the work on Contractor's behalf and shall have the right to deduct the direct costs of such work, including the cost of any supervision, from the Contractors Contractual Contingency Fund, Final Payment, or bill Contractor for such costs. If an item cannot reasonably be corrected within a fourteen (14) day timeframe, the reasons therefore shall be explained in writing on the Punchlist to Owner's reasonable satisfaction. The Punchlist shall in no way waive or alter any other rights of Owner under this Contract pertaining to warranties, latent defects, or otherwise.
- 4.2.3.2 When the Owner approves the Work as substantially complete, the Owner shall prepare a Certificate of Substantial Completion to be executed by Contractor and Owner establishing the date of Substantial Completion, and the time within which Contractor shall finish the Punchlist items accompanying the Certificate. See Exhibit J. The Punchlist shall be attached to the Certificate of Substantial Completion. Warranties required by this Contract shall commence on the earlier of: (i) the date that the City of Cape Girardeau City Council accepts warrantied items; or (ii) 30 days after the work or items under warranty are placed in service by Owner, unless otherwise provided in the Certificate of Substantial Completion or in Section 11.1.

4.2.4 Certificate of Substantial Completion

- 4.2.4.1 Promptly following issuance of the Certificate of Substantial Completion, Contractor shall commence and complete all remaining Punchlist items as provided in the Certificate of Substantial Completion.
- 4.2.4.2 Upon completion of the Punchlist, the Contractor shall provide written notice to Owner and request an inspection by the Owner to determine whether the Project is "Commercially Operational." See Exhibit K. When the Owner determines that all Punchlist items are complete, it shall deem the Project "Commercially Operational." See Exhibit L. When the Project is Commercially Operational, Owner shall release the Retainage to Contractor as provided in Paragraph 7.3.

4.2.5 Delay Damages

- 4.2.5.1 Any delay by Contractor in performing its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor and which could not have been avoided by the Contractor without incurring additional cost through the use of work around plans including alternative sources or other means, constitutes an Excusable Delay. Events may include, but are not restricted to, riots, labor disputes, materials transport, materials fabrication, civil disturbances, actions or inactions of governmental authorities, provided Contractor has followed the provisions and timelines outlined by the authorities, delays in the granting of governmental and utility permits and approvals, provided Contractor has followed the provisions and timelines outlined by the authorities, epidemic, war, embargoes, severe weather, fire, earthquake, acts of God, or defaults by the other party. Excusable Delay shall also include such reasonable time following an event, including the time required to correct any damages and the time when Work cannot be completed due to unsuitable site conditions. Contractor shall give written notice to the Owner within seven (7) business days after the occurrence of the event that causes the Excusable Delay. See Exhibit M. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. Unless Contractor materially complies with the notice requirements set forth above, any delay that would otherwise constitute an Excusable Delay shall be deemed not to be an Excusable Delay. In the event of any such default, delay or failure to perform, any dates or times by which the Contractor otherwise is scheduled to perform shall be extended for a period of time equal in duration to the additional time required because of the excused default, delay or failure to perform and the parties

shall increase the Cost of the Work and Guaranteed Maximum Price for any additional Work directly relating to the Excusable Delay as provided herein.

- 4.2.5.2 Except for Excusable Delays where the Contractor has given timely written notice to the Owner, Contractor shall pay to Owner the amount of \$500 for each day after the date of Substantial Completion it takes Contractor to complete the Work. Substantial Completion shall not be met until all required inspections have been performed and passed. The maximum delay amount will be no greater than \$60,000. This amount represents a reasonable estimate of the damages to be suffered by Owner as a result of such delay and is not a penalty. Owner may deduct the above amount and withhold the same as liquidated damages from payments due or owing to Contractor. Such liquidated damages shall only relate to delay damages attributable to the acts or omissions of Contractor and its subcontractors, sub-subcontractors and suppliers and shall not affect any other rights, remedies or damages that the Owner may be entitled to at law or in equity for Contractor's default under this Contract. Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

4.3 Project Meetings

- 4.3.1 Contractor shall schedule and conduct periodic meetings in person or via telephone conference or online meetings as reasonably determined by Contractor that can be attended by the Owner's Representative and appropriate staff/project team, the "Contractor's Representative" (hereinafter defined), relevant subcontractors, relevant material suppliers, and other relevant parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of the Construction Schedule, and may include verification that any Milestones have been met and that payment for achievement of the Milestone(s) is or may be due. Contractor shall prepare and distribute in advance an agenda for each meeting and shall record, transcribe and distribute minutes to all attendees for such meetings.

4.4 Materials and Engineering, etc.

- 4.4.1 Contractor warrants to Owner that materials and equipment that Contractor furnishes under this Contract are to Contractor's knowledge, information and belief, of good quality and new, except as otherwise expressly required or permitted by this Contract or approved by Owner, that the Work will be free from material defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, shall be considered defective. Cure of such defect shall be by correction or replacement of the Work, at the Contractor's cost. If required by Owner, Contractor shall supply satisfactory evidence as to the kind and quality of materials and equipment.
- 4.4.2 The Contractor agrees: (i) that all materials incorporated by it during the Work and all materials delivered by it for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, security interests, and conditional sales agreements of third parties (ii) that any monies it shall receive in payment for Work performed under this Contract shall be received in trust and used to discharge its financial obligations with respect to the Work; (iii) that it will not file or cause to be filed any mechanic's lien for materials furnished or to be furnished and/or for labor performed or to be performed unless default shall first have been made by Owner in making a payment under this Contract and ten (10) business days prior written notice of such default shall have been given to Owner; (iv) that if any subcontractor or any materialman or anyone claiming by or through such subcontractor or materialman shall file or cause to be filed any lien, Contractor will upon notice from Owner, cause such lien to be canceled and discharged (by payment, bonding or otherwise) within ten (10) business days from such notice; (v) and in the event of Contractor's failure to observe any of the foregoing, Owner shall have the right to cause such lien to be canceled and the cost thereof, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys fees and disbursements, shall be paid by Contractor or at the option of Owner shall be deducted from any payment then due or thereafter becoming due from Owner to Contractor. Nothing contained in the preceding sentence or otherwise in this Contract shall be deemed to create a relationship between Owner and Contractor other than that of Owner and independent contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to Owner. Upon receipt of evidence of Contractor's default hereunder with respect to its obligations to make payments to its subcontractors and suppliers after Owner has made payment to Contractor with respect to same, Owner reserves the right (but not the obligation) to, after three (3) business days prior written notice, retain any money due Contractor and pay directly for labor, materials, equipment, tools, plant, facilities, services and all other obligations of Contractor and to deduct the

amount of any such direct payments from any payments or amounts then due or thereafter to become due to Contractor.

4.5 Supervision of the Work

4.5.1 Contractor's Representative: Owner acknowledges and agrees that Phil Penzel shall be Contractor's representative for the Project (the "Contractor's Representative"). Prior to the commencement of the Work, Contractor shall provide to Owner the Contractor's address, office and mobile telephone numbers, and other contact information for Contractor's Representative. Any changes to such information shall be provided in advance to Owner. Contractor's Representative (or Contractor's site manager) shall be in attendance at the Project site during the performance of the Work, accessible to the Owner at all times, and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, materialmen, and laborers. Contractor's Representative shall not be replaced or reassigned to any other project prior to the Substantial Completion Date without Owner's prior written consent. Contractor shall supplement its staff with whatever additional supervisory personnel are reasonably required to assure that the Work shall be finished by the Substantial Completion Date.

4.5.2 Changes to Supervisory Authority: Neither Contractor's Representative nor Owner's Representative shall be changed without five (5) business days' written notice to the other party.

4.6 Compliance with Laws

4.6.1 Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authority as bearing on the performance of the Work. The Contractor shall confirm that any information in the drawings and specifications portion of the Contract Documents provided by Contractor complies with applicable laws, regulations and codes and the Contractor shall immediately notify Owner in writing if said drawings and specifications are observed to be at variance with such laws, ordinances, rules, regulations and lawful orders of any public authority. In the event that a specific requirement of the Contract Documents conflicts with applicable laws, regulations and codes, the Contractor shall furnish Work which complies with such laws, regulations and codes.

4.7 Permits and Licenses

4.7.1 Upon the Owner's approval of the Design Documents, the Contractor shall make application for such permits and licenses as have been identified by Contractor as necessary for the design and/or construction of the Project. Owner and Contractor shall agree on which party has responsibility for obtaining the licenses and permits. See Exhibit N. The responsible party shall work diligently and continuously to obtain same. The cost for all such permits and licenses shall be paid as provided on Exhibit N. In the event all necessary permits and licenses are not obtained within a time to be agreed to by the parties, Owner shall have the right to terminate this Contract upon written notice to Contractor, whereupon this Contract shall be terminated and the parties released of all further obligations each to the other, except as otherwise expressly set forth herein, and with Owner paying Contractor such prorated fees and other costs which have occurred or accrued up to the date of termination. Immediately upon receipt of valid permits, Contractor shall provide copies to Owner.

4.8 Job Site Safety/Hazardous Materials

4.8.1 Job-Site Safety/Control of Work: Contractor shall use best efforts to maintain and protect the Work from damage and the elements and shall protect and take all reasonable precautions to protect Owner, the Project, any third party and the property of any third party from injury or loss during the course of the Work.

4.8.2 Contractor shall comply with all applicable rules and regulations of any public authority having jurisdiction for the safety of persons or property. Contractor shall erect and maintain as required by existing conditions and progress of the Work all reasonable safeguards for safety and protection, including posting danger signs, promoting safety regulations and notifying Owner and users of adjacent utilities and properties. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner's Representative.

4.8.3 If the severity of the elements makes it impossible to continue operations in a safe manner in spite of all reasonable precautions, Contractor shall cease work and immediately notify Owner. Anything damaged due to

Contractor's negligence shall be promptly removed and replaced with new work at Contractor's cost and expense.

- 4.8.4 Contractor shall keep the Project and surrounding area free from accumulation of debris or rubbish. At the completion of the Work, Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery and surplus materials not sold at the request of the Owner from the Project.
- 4.8.5 Disposal of Hazardous Samples/Materials and Contaminated Equipment: All samples and materials produced in the course of Contractor's work pursuant to this Contract containing or potentially containing hazardous materials or constituents are the property and responsibility of Owner and shall be returned to Owner for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall be the property and responsibility of Owner. All such equipment shall be charged and turned over to Owner for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at Owner's direction and expense. The parties acknowledge and agree that Contractor is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. Owner shall accept responsibility for the removal and offsite disposal of any such hazardous materials. This provision does not apply if such hazardous materials, samples, or contaminated equipment is transported to the site by the Contractor or that is a result of the Contractor's negligent or unauthorized actions.
- 4.8.6 Notification of Hazardous Materials: Owner hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Contractor. Owner shall furnish to Contractor all documents and information known to Owner that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.
- 4.8.7 Differing Site Conditions. If the Contractor encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Contractor shall promptly provide written notice to the Owner before conditions are further disturbed. Contractor shall not be required to perform any work relating to the condition after providing written notice to Owner without the written mutual agreement of the parties. The Owner will promptly investigate such conditions and, if the Owner reasonably determines that the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will issue a Change Order adjusting the Contract Sum and/or the Contract Period. If the Owner determines that the conditions at the site are not materially different and that no change in the terms of the Contract is justified, the Owner will notify the Contractor in writing; provided, however, that the Contract Period will be extended for a period of time equal to the time from when Owner receives Contractor's written notice as provided in this Subsection and to the time Owner makes its determination as provided herein. If Contractor disputes the Owner's determination, it may proceed as provided in Section 12.1.

5. SUBCONTRACTORS

- 5.1 Definitions. A subcontractor is a person or entity who has a direct contract with the Contractor, to perform a portion of the Work at the Site. A sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site.
- 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
- 5.2.1 The Contractor has listed the names of subcontractors (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work on Exhibit V. The Owner hereby accepts such list and agrees that it has no objection to any subcontractor stated on such list.
- 5.2.2 In the event it becomes necessary to replace any subcontractor on Exhibit V or to add additional subcontractors, the Contractor shall propose a subcontractor in writing to Owner. Owner shall have 5 days after receiving such written notice to either accept or reject Contractor's proposal. Failure to reply within the 5 day period shall constitute acceptance by the Owner of the subcontractor(s). The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection.

- 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Project Construction Schedule shall be adjusted to the extent of any delay by Owner in objecting to a person or entity proposed by the Contractor and, in this regard, any such Owner delay will also be an Excusable Delay.
- 5.2.4 The Contractor shall not substitute a person or entity previously selected if the Owner makes reasonable objection to such substitution.
- 5.2.5 If the proposed but rejected subcontractor was reasonably capable of performing the Work, the Contract Sum may be increased or decreased by the difference, if any, occasioned by such change with an appropriate Change Order to be issued before commencement of work by the subcontractor.
- 5.3 Subcontractual Relations. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract, and to assume toward the Contractor all the obligations and responsibilities, subject to Section 10.4, including the responsibility for safety of the subcontractor's Work, which the Contractor, by this Contract, assumes toward the Owner and, as applicable, the Owner, by this Contract, assumes toward the Contractor. Each subcontract agreement shall preserve and protect the rights of the Owner and Contractor under this Contract with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. The Owner and Contractor shall require each of their respective subcontractors to enter into similar agreements with sub-subcontractors. The Contractor, shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with this Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.
- 5.4 Contingent Assignment of Subcontracts
- 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:
- 5.4.1.1 Assignment is effective only after termination of this Contract by the Owner for cause pursuant to Section 3.3 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 5.4.1.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.
- When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
- 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.
- 5.5 Owner's Right to Perform Construction and to Award Separate Contracts
- 5.5.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own employees and to award separate contracts in connection with other portions of the Project or other construction or operations on the site, if such portions are not included in the Work to be completed by Contractor. The term "separate contractor" shall mean any contractor retained by the Owner pursuant to this Section. The Contractor shall cooperate with the Owner and separate contractors whose work might interfere with the Contractor's Work. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 12.1.
- 5.5.2 The Contractor shall provide for coordination of the activities of the Owner's own employees and of each separate contractor with the Work of the Contractor. The Owner shall ensure that its own forces and its separate contractors cooperate with the Contractor in such coordination. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules as is necessary for coordination of the Project. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6. CHANGES

- 6.1 Changes to Work by Owner. Owner shall have the right to make changes to the Work, without invalidating this Contract. All such changes shall be performed under the conditions of this Contract, except that no extra work or modification shall be done without prior written authorization from Owner's Representative, and shall not be paid for without a written Change Order from Owner's Representative in accordance with this Section 6 ("Change Order"). A form for the issuance of a Change Order is attached as Exhibit O. In order for the Owner to manage and track Change Orders and their impact on the total cost of the Work, Contractor must provide to the Owner prior to the issuance of a Change Order a cost breakdown for the item of extra work and a reference to the corresponding Milestone for which the work will be done as referenced in the Construction Schedule. Any Change Order which decreases the Work shall inure to the benefit of Owner and the Contract Sum shall be reduced by the actual cost savings to Contractor. If a Change Order increases the cost of the Work then the Contract Sum and Guaranteed Maximum Price shall be increased accordingly. Notwithstanding anything to the contrary in this Contract, if the Owner decides to increase or decrease the Work or otherwise alter the Work by deductions or additions, including without limitation the elimination of any one or more of the items as provided in the Contract, Contractor shall perform the Work as so altered and the Contract Sum and Guaranteed Maximum Price shall be reasonably increased or decreased accordingly. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule. In this regard, on any Change Order which increases the Work, Contractor shall include all direct costs for subcontractors and materials, plus a markup [to be negotiated]. In addition, if the Change Order would reasonably add time to the Project timeline, Contractor shall include all reasonable costs of Contractor for the additional days of field supervision and all ancillary expenses required due to the extended Project timeline.
- 6.2 Change Order Required. Any extension of time for the completion of the Work as a result of a Change Order shall be agreed to by the parties and set forth within such Change Order. If the Work required under a Change Order would reasonably require an extension of time, then a reasonable time extension shall be given as a part of such Change Order. No order, statement or conduct of Owner or its representatives shall be treated as a Change Order, or entitle Contractor to an equitable adjustment in the Contract Sum or extension of the Contract Period, unless pre-approved in writing by Owner or Owner's Representative. Change Orders are intended to be all inclusive and exhaustive as to primary and foreseeable collateral conditions, situations and effect. Unless documented by a Change Order or written authorizations of Owner or Owner's Representative, any claims for additional work (other than Claims of Contractor as otherwise herein provided) performed by Contractor shall be deemed waived. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, shall be the basis of any claim to an increase in any amounts due under this Contract or a change in any time period provided for in this Contract.
- 6.3 Minor Changes. Owner shall have the authority to order (in writing) minor changes in the Work consistent with the intent of this Contract and not involving an adjustment in the Contract Sum or the Construction Schedule, but shall be paid by Owner from its contingency fund. See Exhibit P. In the event Contractor is unable to accommodate the change without initiating a Change Order, then Contractor shall notify Owner's Representative immediately and require direction.

7. METHOD OF PAYMENT

7.1 Invoicing

- 7.1.1 Throughout the course of this Contract, Contractor shall invoice Owner monthly pursuant to a format agreed to by Owner, including without limitation the requirements set forth in Exhibit Q attached hereto (an "Invoice"). All fees, costs and expenses for the Scoping Phase and Design Phase shall be paid with 30 days after the start of the Construction Phase.
- 7.1.2 Invoicing will take place in the third week of the month and will be based on progress and completion percentage. Invoices received by the Owner by the 20th of the month will be paid by the 10th of the immediate following month.

7.2 Monthly Progress Payments

- 7.2.1 Upon satisfactory progress of the Work and receipt by Owner, Owner's Representative and Owner's lender, if any, or its representative, if any, of an approved Invoice as defined in Section 7.1.1 including all supporting documentation described below, Owner will make monthly progress payments on this Contract as set forth in

Section 7.2.7, except when in Owner's reasonable opinion it is necessary to withhold an amount to protect Owner from loss due to:

- 7.2.1.1 defective work of Contractor not remedied;
- 7.2.1.2 claims or liens filed on the Project as a result of Contractor's acts or omissions;
- 7.2.1.3 failure of Contractor to make payment promptly to subcontractors or material suppliers for labor, materials or equipment;
- 7.2.1.4 damage to Owner or another contractor as a result of Contractor's acts or omissions;
- 7.2.1.5 reasonable evidence that the Work will not be completed in accordance with the Construction Schedule as a result of Contractor's acts or omissions; or
- 7.2.1.6 a persistent failure by the Contractor to carry out the Work in accordance with this Contract.

7.2.3 Supporting Documentation. In addition to other required items, each Invoice shall be accompanied by the following, all in form and substance reasonably satisfactory to Owner:

- 7.2.3.1 Documentation that the relevant portion of the Work performed by the Contractor or its subcontractors is complete and has been inspected for compliance with the Contract.
- 7.2.3.2 A duly executed and acknowledged Contractor's sworn statement (an "Affidavit of Payment"), See Exhibit R, showing all subcontractors with whom Contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Invoice and the amount to be paid to Contractor from such progress payment, together with similar statements from all subcontractors and, where appropriate, from sub-subcontractors and suppliers of materials;
- 7.2.3.3 When reasonably available, duly executed waivers and releases of mechanics' and materialmen's liens from Contractor and such relevant subcontractors, suppliers or sub-subcontractors or suppliers who may have or claim to have valid lien rights in accordance with applicable law (and sub-subcontractors and suppliers of materials, to each tier), establishing payment or claim to have or satisfaction of the payment requested by Contractor in the Invoice, which at a minimum, shall comply with the requirements of the law. See Exhibit S.

7.2.4 Right to Full Compliance. If Owner elects to make any payment without receipt of all required supporting documentation, any such payment shall not be deemed a waiver of Owner's right to demand the required documentation and Owner shall have the right to insist upon full compliance with the requirements hereof as a condition to any and all future payments.

7.2.5 Inspection of Work in Place. Upon 24 hours written notice, Owner may from time to time inspect the progress and sufficiency of the Work in place at Contractor's place of business or such other locations where the Work is being manufactured or assembled.

7.2.6 Retainage. The Owner may withhold from each payment a sum representing 5% of the payment amount to the Contractor for the Contractor's work to be held as Retainage and payable as provided herein; provided that any such Retainages shall be reduced from said 5% to 2% when 95% or more of Contractor's or any subcontractor's work is complete and both Owner and Contractor are reasonably satisfied with such work, and provided further that no Retainage amounts from any subcontractor shall be withheld by Owner for longer than sixty (60) days following the date in which any such subcontractor's work is fully completed.

7.2.7 Timing of Monthly Progress Payments. Contractor shall submit monthly Invoices to Owner for payment of Work achieved for such month, including any Change Order. Owner shall pay the amount due within thirty (30) days after receipt of an original Invoice that complies with Section 7.1 and the satisfaction of all other requirements set forth in Section 7.2. Submission of an Invoice that complies with Section 7.1 and the reasonable satisfaction of all requirements set forth in Section 7.2 are conditions precedent to payment from the Owner to the Contractor. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Invoice and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other

agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor or its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default as provided in Section 12.2.

7.3 Final Payment

7.3.1 Timing of Final Payment

7.3.1.1 Owner shall make the final payment (the "Final Payment") to the Contractor, including all Retainage, after the final acceptance of the project by the City of Cape Girardeau City Council. The City staff will submit the request for final payment, within thirty (30) days after: 1) the Owner deems the Project Commercially Operational as set forth in Section 4.2.4.2; 2) receipt of a final Invoice that complies with Sections 7.1 and 7.2; and 3) the satisfaction of all other requirements set forth in Section 7.3.4. Each of these three requirements are conditions precedent to Final Payment. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Final Payment and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor and its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default under Section 12.2 of this Contract.

7.3.1.2 In the event Contractor does not timely comply with any of the requirements set forth above for the Final Payment, Contractor agrees that Owner shall retain such relevant portion of the Final Payment directly related to the failed material requirement to protect Owner against any lien rights or claims, until such requirements for the Final Payment have been satisfied.

7.3.2 The acceptance of the Final Payment by Contractor shall constitute a waiver of all claims by Contractor relating to the Work, but shall in no way relieve Contractor of liability for the obligations assumed under this Contract or for any faulty or defective work or services discovered after the Final Payment. Contractor shall include the terms of this Paragraph 7.3.2 in its agreement with all of its subcontractors and suppliers.

7.3.3 Payment by Owner to Contractor of any sums due pursuant to this Contract does not constitute or imply acceptance of any portion of the Work.

7.3.4 Prior to Final Payment, and as a condition precedent thereto, Contractor shall furnish Owner with the following:

7.3.4.1 All operating, safety and maintenance manuals;

7.3.4.2 Marked sets of the construction documents reflecting "as built" conditions; including the location of any concealed utilities, mechanical or electrical systems and components;

7.3.4.3 An assignment and/or transfer of all guaranties and warranties from subcontractors, vendors, suppliers and manufacturers;

7.3.4.4 A list of the names, addresses and phone numbers of all subcontractors and other persons providing guaranties or warranties;

7.3.4.5 An Affidavit of Payment and a duly executed Final Payment Certification, Release and Lien Waiver (see **Exhibit T**) from all of Contractor's subcontractors, suppliers or sub-tier subcontractors or suppliers who may have or claim to have valid lien rights in accordance with the law;

7.3.4.6 All permits, including, but not limited to, municipality controlled inspections, certificates of occupancy, certificates of completion or similar certification, all licenses and permits necessary for use, occupancy or maintenance of the Project; and

7.3.4.7 Certification of any other item or material and any other document reasonably requested by Owner.

7.4 Taxes

7.4.1 The rates or prices stated in this Contract, including the Guaranteed Maximum Price proposal have been prepared by Contractor and make no provision for any amounts relating to sales, consumer, use and similar taxes or duties payable with respect to this Contract. Any taxes, duties or other similar amounts eligible shall be paid by Contractor when due, but shall be reimbursed by Owner when invoiced by Contractor, in addition to any amounts due under the Guaranteed Maximum Price and in the Contract Sum pursuant to Section 2.4, with no deductions or penalties to be assessed against amounts otherwise due to Contractor under this Contract. The City will issue a tax exempt certificate for the Contractor covering all such taxes for this Project promptly after the execution of this Contract.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 Indemnity from the Contractor. To the maximum extent permitted by law, Contractor agrees to save, indemnify, and hold harmless Owner and its affiliates, employees, officers, agents, successors and assigns (collectively, the "Owner Indemnified Parties") from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys' fees, or demands arising (i) from injuries or death of persons (Contractor's employees included) or damages to property related to this Contract, the Project or the Work, (ii) directly or indirectly out of an default of Contractor of the obligations herein undertaken, or (iii) directly or indirectly from the negligent performance of, or willful misconduct in performing, the Work by Contractor, including without limitation those arising in whole or in part by reason of any negligent act or omission of Contractor or any of its agents, employees, subcontractors or suppliers related to this Contract, the Project or the Work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Owner Indemnified Parties, and will reimburse Owner Indemnified Parties for any loss, damages, costs and expenses, including reasonable attorneys' fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Owner Indemnified Parties in responding to all such claims, actions or demands. If requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.
- 8.2 Indemnity from the Owner. To the maximum extent permitted by law, Owner agrees to save, indemnify, and hold harmless Contractor and its affiliates, employees, officers, agents, successors and assigns (collectively, the "Contractor Indemnified Parties") from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys' fees, or demands arising (i) from injuries or death of persons (Owner's employees included) or damages to property related to this Contract, the Project or related work, (ii) directly or indirectly out of default by Owner of the obligations herein undertaken, or (iii) directly or indirectly from negligent performance of, or willful misconduct in performing, any work performed by the Owner or its agents or contractors (excluding Contractor), including without limitation those arising in whole or in part by reason of any negligent act or omission of Owner or any of its agents, employees, subcontractors or suppliers (excluding Contractor) related to this Contract, the Project or related work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Contractor, and will reimburse Contractor for any loss, damages, costs and expenses, including reasonable attorneys' fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Contractor in responding to all such claims, actions or demands. If requested by Contractor, Owner shall defend any such suits at the sole cost and expense of Owner. Any owner liability shall be subject to the liability limits for political subdivisions set forth in Section 537.610 of the Revised Statutes of Missouri (the "Statutes"), and shall be paid solely from the proceeds of the City's liability insurance covering that occurrence.
- 8.3 In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the rights or defenses of the Owner with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law.
- 8.4 **Limitation of Contractor's Liability.** CONTRACTOR'S LIABILITY TO OWNER FOR ANY CLAIM, ACTION, OR DEMAND, ARISING FROM OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF, UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE LIMITS OF INSURANCE COVERAGE WHICH ARE SET FORTH IN SECTION 10.1. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR WILLFUL, FRAUDULENT OR GROSSLY NEGLIGENT ACTS OF CONTRACTOR OR ITS AGENTS. THIS LIMITATION OF LIABILITY ESTABLISHES ONLY THE MAXIMUM AMOUNT OF CONTRACTOR'S LIABILITY PER CLAIM, ACTION OR DEMAND, IS NOT AN AGGREGATE LIMIT OF CONTRACTOR'S TOTAL LIABILITY TO OWNER UNDER THIS CONTRACT, AND IS NOT DEPENDENT UPON WHETHER COVERAGE EXISTS IN WHOLE OR IN PART FOR ANY LOSS OR LIABILITY UNDER ANY POLICY.

9. **RECORDS**

9.1 **Retention.** Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. Contractor shall also keep all documents associated with the Work and the performance of this Contract. Contractor shall preserve these records for a period of three years after Final Payment, or for such longer period as may be required by law. In the event that any portion of the compensation to be paid to Contractor is to be paid on a time and materials basis or a cost reimbursement basis, Owner may audit Contractor's records to determine whether Contractor has properly invoiced Owner for the Work performed. Access to Contractor's records relating to the Project shall be as provided in Section 2.4.12.

9.2 **Ownership of Intellectual Property.** Owner and Contractor each shall be deemed the owner of the design and engineering for the Project and each shall retain all common law, statutory and other reserved rights, including copyrights. Owner and Contractor may each use the design and engineering developed pursuant to this Contract on other projects without the consent of the other. Owner and Contractor shall not divulge or use such technical information, inventions, or confidential information received from the other except as necessary to perform, maintain or repair the Work.

10. **INSURANCE AND BONDS**

10.1 Contractor agrees at all times during this Contract to maintain in full-force and effect at least the following insurance coverages as provided by Section 537.610 RSMo:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,448,710
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles

Commercial General Liability

Bodily Injury/Property Damage	\$3,448,710 each occurrence \$3,448,710 general aggregate
Combined - Single Limit	\$3,448,710 products/completed operations aggregate

Excess/Umbrella Liability

Bodily Injury/Property Damage	\$10,000,000 each occurrence and general aggregate
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Professional Liability/Errors & Omissions

Insurance

"claims made" coverage	\$3,000,000 per occurrence more specifically as follows: \$2,000,000 for fire \$1,000,000 for mechanical \$5,000,000 for architectural \$1,000,000 for electrical \$2,000,000 for general contractor
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Builder's Risk

	\$5,572,769 or for the full value of the construction contract
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10.2 All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Owner. Owner shall be shown as additional insureds on all policies except the Workers' Compensation policies. The fact that insurance is obtained by Contractor shall not release or diminish the liability of Contractor, including liability under the indemnity provisions of this Contract. Contractor agrees to waive any and all rights of subrogation it may have against Owner by virtue of any claims that may arise as a result of the Work, and Contractor also agrees to obtain a waiver of subrogation in favor of Owner from its insurance carrier(s).

10.3 All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Contractor to Owner before commencing the Work and provide for not less than 30 days prior notice to Owner of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

- 10.3.1 The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Owner.
- 10.3.2 Any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- 10.4 Contractor will ensure that each Subcontractor obtains and maintains during the course of the Project insurance coverage which, in the reasonable judgment of Contractor, is sufficient to cover each Subcontractor's operations on the Project.
- 10.5 Performance, Payment, Other Bonds
- 10.5.1 Payment or Performance Bonds. If requested by Owner, Contractor will provide Owner with payment and performance bonds, and such other bonds as Owner may request, in an amount equal to the Contract Sum naming Contractor as Obligor and Owner as Oblige and containing requirements in accordance with the terms of this Contract. Such bonds shall be on a form and with a surety company approved by Owner. The cost of the premium shall be paid by Contractor.

11. WARRANTIES

- 11.1 Contractor Warranty. Notwithstanding anything to the contrary in this Contract, Contractor warrants that all of the Work shall be done in a first class, workmanlike manner and in accordance with the Contract with new, quality materials and further warrants all work and materials against defects in the material or the workmanship for a period of one (1) year from the date of final acceptance of the City of Cape Girardeau City Council, unless stated otherwise in this Contract (the "Warranty Period"). With respect to the Design Documents and any portion of the Work performed by Licensed Professionals, the Contractor and Licensed Professionals warrant that they shall perform their services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under similar circumstances. The Contractor and Licensed Professionals shall perform their services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Within the Warranty Period, and within a reasonable time after written notice of the discovery of a defect or deviation, Contractor shall remedy and repair same and any damage to other work resulting therefrom in a manner that does not substantially interfere with Owner's operations. Notwithstanding anything to the contrary in this Contract, the Warranty Period for any and all materials warranties are limited to the terms of the warranty as provided by the manufacturer.
- 11.2 Warranty Deficiencies. Contractor agrees to meet with Owner at least fifteen (15), but not more than thirty (30), days prior to the expiration of one (1) year from the start date of the commencement of the Warranty Period for a warranty inspection of the Work. All warranty deficiencies not caused by Owner shall be noted and the list of deficiencies shall be given to Contractor. Contractor agrees to correct all such deficiencies to which Contractor reasonably accepts and agrees within thirty (30) days after the date of the meeting. If the deficiencies that Contractor accepts and agrees are not timely corrected, Owner may hire an independent contractor to do the work and shall be reimbursed promptly by Contractor for all costs thereof. If any deficiency that Contractor accepts and agrees cannot, with reasonable diligence, be corrected within thirty (30) days, Contractor agrees to set forth in writing a reasonable schedule for completion of the work. If the schedule is not met, Owner may immediately upon notice to Contractor, complete the work and be entitled to prompt reimbursement from Contractor for all costs thereof.
- 11.3 Subcontractor Warranties. Contractor shall cause all of the subcontractors and sub-subcontractors to execute and deliver to Owner upon completion of the Work a written warranty covering all work performed by such subcontractors and sub-subcontractors. Such warranty shall be for at least the same period of time as Contractor's warranty to the Owner and begin at the date of Substantial Completion or the date the warranted item was placed into service, whichever is earlier, unless the warranty is a materials warranty and, in such event, all materials warranties are limited to the terms of the warranty as provided by the manufacturer. All warranties included in or as part of the Project and supplied to Contractor shall be assigned to Owner. Those subcontractors required to supply warranties to Owner include, but are not limited to: electricians, welders, roofers, HVAC suppliers and installers.

12. CLAIMS, DEFAULT AND TERMINATION

12.1 Claims

- 12.1.1 A claim is a demand or assertion by Contractor seeking, as a matter of right, the payment of money, or an extension of time or other relief with respect to the terms of this Contract (hereinafter "Claim"). Written notice of a Claim for an increase in the Contract Sum or for an extension of time must be given to Owner's

Representative by Contractor within twenty (20) calendar days after occurrence of the event giving rise to such Claim. Claims must be made by written notice which shall describe the Claim with reasonable specificity. Failure to give notice in the manner and within the time specified in this paragraph shall constitute a waiver of the Claim by the Contractor. Contractor shall bear the burden and responsibility of substantiating Claims. Pending final resolution of a Claim, unless otherwise agreed to in writing by Owner, Contractor shall proceed diligently with performance of this Contract and Owner shall continue to make payments in accordance with this Contract. Claims not resolved between the parties shall be resolved by litigation as provided in Section 14.

12.2 Default

12.2.1 Default by Contractor. Should the Contractor (a) become insolvent or make an assignment for the benefit of creditors; (b) refuse or fail to supply enough properly skilled workers or proper materials to complete the Project; (c) refuse to diligently prosecute the Work; (d) fail to make payments to subcontractors for material or labor in accordance with the respective agreements between the Contractor and subcontractors through no act or omission of Owner, unless a valid dispute exists between Contractor and a subcontractor over the amounts due to the subcontractor; (e) disregard the law; and/or (f) breach or violate the terms, conditions, provisions or obligations of this Contract, Contractor shall be deemed in Default of this Contract.

12.2.2 Remedies. If Contractor fails within ten (10) days after written notification of Default from Owner to commence and continue satisfactory correction of the Default with diligence and promptness until completion (which may reasonably require greater than said ten (10) days to cure the Default), then Owner, without prejudice, shall in its reasonable discretion have the right to exercise any and all legal and equitable remedies available including but not limited to:

12.2.2.1 supply workers, materials, equipment and facilities as Owner deems necessary for the completion of the Work or any part which Contractor has failed to complete or perform, and charge the reasonable cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to Contractor;

12.2.2.2 contract with one or more additional contractors to perform such part of the Work as Owner determines will provide the most expeditious completion of the Work, and charge the reasonable cost to Contractor;

12.2.2.3 withhold any payments due or to become due Contractor pending corrective action in amounts reasonably sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Owner; and/or

12.2.2.4 terminate this Contract.

12.2.3 Upon termination of this Contract, all Work in progress, including all design and engineering associated with the Work, shall become the property of Owner; provided, however, that this section shall be subject to the provisions of Section 9.2. Contractor shall immediately release all such Work in progress to Owner. Owner may also take possession of the Project site and of all materials and equipment (but specifically excluding all tools, materials, construction equipment and machinery thereon owned by Contractor) and may finish the Work by whatever reasonable method Owner deems expedient. Contractor shall not be entitled to receive further payment until the Work is Substantially Complete. If the unpaid balance of the Contract Sum exceeds the cost of fully completing the Work, such excess shall be paid to Contractor, less ten percent (10%) which shall be retained by Owner. If after Owner exercises commercially acceptable efforts to ensure that the cost will not exceed the Contract Sum, the Contractor shall pay the difference to the Owner within fifteen (15) days of receipt of a written demand for payment from the Owner.

12.3 Termination or Suspension

12.3.1 Without Cause. Owner may, without cause, order the Contractor, in writing, to suspend, delay, interrupt or terminate the Work in whole or in part for such period as the Owner may determine. In the event Owner suspends or terminates the Work under this Paragraph, Contractor shall be entitled to recover from the Owner, as its sole remedy, payment for the cost of the Work properly performed in connection with the suspended or terminated portion of the Work and related Contractor's Fee prior to the effective date of suspension or termination and for items properly and timely fabricated or partially fabricated off the Site including finished goods and work in progress of subcontractors and suppliers, delivered and stored in accordance with the

Owner's instructions, as well as actual costs for demobilization. The Contractor hereby waives and forfeits all other claims for payment and damages for the uncompleted portion of the Work, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to Contractor for the terminated portion of the Work, (ii) reasonable claims that the Owner has against the Contractor under the Contract, and (iii) the disposition value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

12.3.2 Equipment and Subcontracts. Owner shall also pay Contractor fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by Contractor that Contractor and Owner agree that Owner may retain. To the extent that Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), as provided in Section 5.4, Contractor shall, as a condition of receiving the payments referred to in this Contract, execute and deliver all such papers and take all such steps as Owner may require for the purpose of fully vesting in the Owner the rights and benefits of Contractor under such subcontracts or purchase orders.

12.3.3 Owner Inspections and Right to Stop the Work. Owner's Representative or his/her delegate shall have the right to inspect the Work, whether at the Site or at the Contractor's or a subcontractor's facility, at any time during the course of the Work. Owner may reasonably reject any aspect of the Work which does not conform to the Contract. If Contractor fails to correct defective work or fails to supply materials or equipment in accordance with this Contract, Owner may order Contractor to stop the Work until it is corrected and Contractor shall not be entitled to an extension for time. Owner also has the authority to stop the Work for the purpose of performing special inspections or testing of the Work. Should any work be found faulty as a result of special inspections or tests, Contractor shall repair the Work immediately and pay the fees for said inspections or tests and Owner and shall grant an appropriate extension of time to Contractor. Should the Work be satisfactory, Owner will bear such costs and will grant the appropriate extension of time to Contractor.

13. NOTICES

13.1 All notices to be delivered under this Contract shall be in writing, signed by the parties serving same and delivered personally or by registered or certified U.S. Mail postage prepaid, or by reputable private delivery service postage prepaid and providing a receipt to sender. Each such notice shall be deemed delivered upon actual delivery or refusal or forty-eight (48) hours after mailing whichever is earlier to the pertinent address as set forth below.

Notices shall be addressed as follows:

To Owner: City of Cape Girardeau
410 Kiwanis Drive
Cape Girardeau, MO 63701
Attention: Doug Gannon, Parks and Recreation Director

To Contractor: Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755
Attention: Phil Penzel, CEO

14. MISCELLANEOUS PROVISIONS

14.1 This Contract is not assignable by Contractor without the prior written consent of Owner which consent shall not be unreasonably withheld, in its sole and absolute discretion, and Contractor shall not factor or pledge this Contract. Owner may assign this Contract, without the consent of Contractor, to its parent, affiliates, subsidiaries, and the affiliates or subsidiaries of Owner's parent or secured lenders, or to any party who succeeds to the Owner's interest in the Project, provided that the assignee is sufficiently capitalized.

14.2 No right or remedy conferred upon or reserved to a party in this Contract is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.

- 14.3 In the event of any inconsistencies within or between parts of the Contract, including the Contract Documents, or between the Contract and applicable laws, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirement; either or both in accordance with Owner's reasonable interpretation.
- 14.4 In the event any provision of this Contract is found to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.
- 14.5 This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The parties irrevocably consent to the jurisdiction of the federal and state courts situated in the state where the Project is located and agree that any lawsuit arising out of or related to this Contract shall be brought only in such courts. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.
- 14.6 Owner and Contractor hereby irrevocably waive any right to a trial by jury in any legal proceedings or to have a jury participate in resolving any disputes or claims, whether any such disputes or claims relate to or arise in contract, tort or otherwise, whether in respect to the Contract or any other documents or instruments delivered in connection with the Contract.
- 14.7 Contractor hereby warrants, and covenants that (i) Contractor does not and will not during the course of the Work discriminate against any employee or applicant for employment based on race, color, sex, national origin, religion, age handicap, or other unlawful basis, and (ii) Contractor and all of its subcontractors, consultants and suppliers are and will be properly licensed and permitted with all governmental authorities having jurisdiction.
- 14.8 The parties expressly agree that this Contract was jointly drafted, and they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed in a neutral manner.
- 14.9 Independent Contractors. The relationship of the parties shall be that of independent contractors. Nothing herein shall be construed as to creating a partnership or joint venture between the Owner and the Contractor or creating liability on the part of one party for any act or omission of the other. Contractor shall have entire charge, control, and supervision of the Work as set forth in this Contract, and Owner shall not in any manner be answerable or accountable for any violation of law, or for any injury or damage occasioned by Contractor's negligence, or of any in its employ, to any person or their properties.
- 14.10 Owner shall have the right to let other contracts in connection with the Work pursuant to the provisions of this Contract to the extent such contracts do not conflict with or include Work to be completed by Contractor, and Contractor shall properly cooperate with any such other contractors in furtherance of the Work; however Contractor shall not be relieved hereunder by any subcontract or similar agreement for the Work which Contractor remains responsible, and provided further that Contractor shall not be responsible for the negligence, willful misconduct, or other acts or omissions of the third parties to which Owner lets other contracts in connection with the Work and shall be indemnified and held harmless therefrom.
- 14.11 Payments due and unpaid to Owner or Contractor under this Contract for a period of thirty (30) days after written demand shall bear interest from the date payment was due at the rate of one percent (1%) per annum in excess of the Prime Rate.
- 14.12 The Owner represents and warrants to Contractor that Owner is financially solvent, able to pay its debts as they mature and is possessed of sufficient capital to perform its obligations hereunder.
- 14.13 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications with regard to the Project. This Contract may be amended or modified only by an instrument in writing signed by a duly authorized representative of both Owner and Contractor. This Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor. Notwithstanding any other provision herein, all subcontracts shall be in writing and shall specifically provide that the Owner is an intended third party beneficiary of such subcontract.
- 14.14 Attorney's Fees. In the event of any controversy arising hereunder or relating to the interpretation or implementation of this Contract or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and attorney's fees (both trial and appellate) incurred in connection therewith.
- 14.15 Severability. The invalidity, in whole or in part, of any provision of this Contract will not affect the validity of any other provision of this Contract.

- 14.16 Captions. The captions contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Contract or the intent of any provision contained in this Contract.
- 14.17 Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same agreement.
- 14.18 Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto. Except as otherwise expressly provided herein, no waiver of any right shall be implied by any delay by a party in enforcing or acting under such right. Waivers shall be effective only if specifically set forth in writing signed by the party to be charged with such waiver.
- 14.19 This Contract is binding upon the parties, their heirs, successors and approved assignees.
- 14.20 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF the parties hereto have, by and through their duly authorized officers in that regard, made and executed this Contract as of the date first written above.

SIGNED and DELIVERED

By: _____ Owner	By: _____ Contractor
Its: _____	Its: _____
Date: _____	Date: _____

[End of Signature Page]

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

COMPENSATION FOR SCOPING PHASE SERVICES

EXHIBIT C

OWNER’S APPROVAL OF DESIGN DOCUMENTS

OWNER:. (the “Owner”)

CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)

CONTRACT: Agreement for Professional and Construction Services (the “Contract”)

DATE OF CONTRACT:

CONTRACT NO.:

PROJECT: (the “Project”)

DATE OF DESIGN DOCUMENTS: (the “Design Documents”)

The Contractor hereby verifies that it has submitted a complete set of Design Documents, stamped with the date listed above, for the Owner’s review and approval pursuant to Section 2.2.1 of the Contract. The Contractor represents that to the best of its knowledge, information and belief the Design Documents: (i) are consistent with the Contract Documents, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and acknowledges (b) that the Owner and their consultants shall be entitled to rely upon the accuracy of the representations contained herein.

The Owner, by signing below, hereby verify that they have reviewed and approved the Design Documents submitted by the Contractor pursuant to Section 2.2.1 of the Contract and that the Design Documents comport with the Owner’s Program, the intended scope of Work, and the parameters of the Project. By executing this approval, the Owner is *not* verifying that the Design Documents comply with the Contract Documents, industry and professional practice standards or applicable laws, ordinances, codes rules and regulations governing the Project.

CONTRACTOR:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

OWNER:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

EXHIBIT D

COMPENSATION FOR DESIGN PHASE SERVICES

EXHIBIT F
DAILY LOG

EXHIBIT G

**AUTHORIZATION FOR REIMBURSEMENT
OF COSTS OF THE WORK**

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.
PROJECT: (the "Project")

Dear _____:

Pursuant to Section 2.4.17 or 2.4.4.2 of the Contract, whichever is applicable, the Owner hereby authorizes Contractor to incur and to seek reimbursement from Owner as a Cost of the Work the reasonable costs of _____.

Sincerely,

OWNER'S REPRESENTATIVE

RECEIVED:

_____ **Date:** _____
CONTRACTOR
PRINT NAME: _____
PRINT TITLE: _____

EXHIBIT H

CONSTRUCTION SCHEDULE

EXHIBIT I

CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: **City of Cape Girardeau** **(the “Owner”)**
CONTRACTOR: **Penzel Construction Company, Inc.** **(the “Contractor”)**
CONTRACT: **Agreement for Professional and Construction Services (the “Contract”)**
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: **(the “Project”)**

Dear _____:

Pursuant to Section 4.2.3.1 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Work of the Contract is Substantially Complete as provided in Section 4.2.2 of the Contract, and requests the Owner’s Representative to meet Contractor at the Site, inspect the Work and review test results, if any, and develop a Punchlist.

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

The Contractor hereby affirms that to the best of the Contractor's knowledge, information and belief, the Work performed under the Contract is substantially complete. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use. The date of Substantial Completion of the Project is the date of issuance established by this Certificate.

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that it is substantially complete in accordance with the Contract Documents such that the Owner can occupy or utilize the Project for its intended use. By executing this certificate, the Owner is *not* accepting the Work. The Owner has not inspected or tested the Work and the Owner makes no decisions or representations herein that the Work has been performed in a good or workmanlike manner or in accordance with the Contract Documents.

DATE OF SUBSTANTIAL COMPLETION: _____

DATE BY WHICH PUNCHLIST (ATTACHED) SHALL BE COMPLETED: _____

CONTRACTOR:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT K

CONTRACTOR’S NOTICE OF COMPLETION OF PUNCHLIST

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)

Dear _____:

Pursuant to Section 4.2.4.2 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Punchlist has been completed, and requests that the Owner determine the Project to be “Commercially Operational.”

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT L

CERTIFICATE OF COMMERCIAL OPERATIONS

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that the Punchlist dated _____ is complete in accordance with the Contract Documents. The Owner declares the Project to be Commercially Operational. The issuance of this Certificate shall not relieve the Contractor of liability for obligations under the Contract or for any faulty or defective work or services discovered after the issuance of this Certificate or the making of Final Payment as provided in the Contract.

DATE: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT M

NOTICE OF EXCUSABLE DELAY

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.2.5.1 of the Contract, the Contractor hereby provides notice of excusable delay as follows:

- (a) Event/circumstances causing delay:
- (b) Date of occurrence of event/circumstances:
- (c) Portion of work affected by delay:
- (d) Estimated period of delay: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT N

PERMITS AND LICENSES

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.7.1 of the Contract, the Contractor shall obtain the following licenses and permits necessary for designing and/or constructing the Project and shall include the cost of same in invoicing as a Cost of the Work:

Owner shall obtain the following licenses and permits for the Project at its own expense:

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT O

CHANGE ORDER FORM

CHANGE ORDER # _____

Project No: _____ Agreement No: _____ Agreement Date: _____

CONTRACTOR: _____

TRADES AFFECTED: _____

The following **CHANGES** are hereby made to the Contract (attach separate explanation sheet if necessary):

JUSTIFICATION for Change to Contract:

CHANGE TO CONTRACT PRICE (Attach Detailed Calculation Sheets)

Original Contract Sum:	\$ _____
Current Contract Sum (as adjusted by previous change orders):	\$ _____
Increase or Decrease in Contract Sum by this Change Order:	\$ _____
New Contract Sum due to this Change Order:	\$ _____

CHANGE TO CONTRACT PERIOD (Attach Revised Schedule): _____

Increase or Decrease in Contract Period (calendar days): _____

New Substantial Completion Date will be: _____

APPROVALS REQUIRED - To be effective, this Change Order must be approved by the OWNER and CONTRACTOR.

Accepted by: _____ Dated: _____
(FIELD)

Accepted by: _____ Dated: _____
(Owner Project Manager)

Accepted by: _____ Dated: _____
(City Manager)

Accepted by: _____ Dated: _____
(CONTRACTOR)

EXHIBIT P

**OWNER'S AUTHORIZATION OF
MINOR CHANGE IN THE WORK**

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")
DATE OF DESIGN DOCUMENTS: (the "Design Documents")

Pursuant to Sec. 6.3 of the Contract, the Owner hereby authorizes the following minor change in the Work:

This change shall not result in any adjustment to the Contract Sum or the Contract Schedule. Contractor acknowledges and agrees to this minor change.

CONTRACTOR:

_____ Date: _____
PRINT NAME: _____
PRINT TITLE: _____

OWNER:

_____ Date: _____
PRINT NAME: _____
PRINT TITLE: _____

EXHIBIT Q

INVOICING SCHEDULE

EXHIBIT R

AFFIDAVIT OF PAYMENT

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")
DATE OF DESIGN DOCUMENTS: (the "Design Documents")

Pursuant to Section 7.2.3.2 of the Contract, Contractor affirms the following for Invoice No. _____:

	<u>Subcontractor</u>	<u>Amount of Subcontract</u>	<u>Amount Requested</u>
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

Amount to be paid Contractor for Invoice No. _____.

CONTRACTOR:

Date: _____
PRINT NAME: _____
PRINT TITLE: _____

OWNER:

Date: _____
PRINT NAME: _____
PRINT TITLE: _____

EXHIBIT S

Partial Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$ _____, the undersigned hereby acknowledges receipt and payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project as stated on Invoice No. _____

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract, for all Invoice Numbers stated above. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid under the Invoices stated above and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from such sum.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____

Print Name: _____

Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT T

Final Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$_____, the undersigned hereby acknowledges receipt and final payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project.

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may ever have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid to date and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from the final payment referenced herein.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____

Print Name: _____

Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT U

Cost of Construction

EXHIBIT V

Subcontractor List

Youth Outdoor Sports Complex Schedule of Values

This project will include development of a five (5) field softball/baseball complex adjacent to the Shawnee Park Sports Complex and two (2) soccer/football fields at the intersection of Minnesota Avenue and College Street. The recommended General Contractor for the project is Penzel Construction Company, Inc.

As follows is an overview of the bid submitted for the project:

- Base bid - includes five (5) softball/baseball fields with natural sod outfields and Engineered Soil infields and two (2) football/soccer fields with natural sod.
\$5,001,386
- Concrete Work – sidewalks, bleacher and dugout pads. \$191,779
- Turf Infields on five (5) softball/baseball fields. \$379,604

Total Value - \$5,572,769

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting thirteen (13) Permanent Drainage Easements and eighteen (18) Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The project is funded via the Parks and Recreation and Stormwater Phase 2 (PRS2) tax initiative that was passed by the citizens of Cape Girardeau in April 2018 and an American Rescue Plan Act (ARPA) grant. The project consists of replacing/upgrading street crossings at the following locations:

Westwood Drive, between Glenridge Drive and Sherwood Drive;

Glenridge Drive, west of Westwood Drive;

Melrose Avenue, between Margaret Street and Randol Drive;

Lisa Drive, west of Randol Drive; and

Perryville Road, between Sherwood Drive and Rotary Drive.

The project has been designed and was bid out earlier this year. The project was awarded to Fronabarger Concreters, Inc. on October 7, 2024. Construction is expected to begin in February 2025.

FINANCIAL IMPACT

Funding for the PRS2/ARPA Stormwater Projects is from the Parks and Recreation and Stormwater Phase 2 (PRS2) fund and American Rescue Plan Act (ARPA) funds. City staff applied for and received an ARPA grant under the Stormwater Category for this project. The grant pays 79%, the City pays 21%.

All Easements for this project were donated by the property owners.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The improvements will aid with stormwater drainage in the Lisa Branch and Scivally Branch watersheds. The easements are necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair utilities in, on, upon, under or across said property, together with all the

useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, said property located in the City and County of Cape Girardeau, Missouri.

STAFF RECOMMENDATION

Staff recommends Council accept the thirteen (13) Permanent Drainage Easements and eighteen (18) Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects.

ATTACHMENTS:	
Name:	Description:
25-04-Easements PRS2 Stormwater Projects.doc	Ordinance
PDE 2414 Glenridge Drive EXECUTED.pdf	2414 Glenridge PDE
TCE 2414 Glenridge Drive EXECUTED.pdf	2414 Glenridge TCE
PDE 2415 Glenridge EXECUTED.pdf	2415 Glenridge PDE
TCE 2415 Glenridge EXECUTED.pdf	2415 Glenridge TCE
PDE 2418 Glenridge Dr EXECUTED.pdf	2418 Glenridge PDE
TCE 2418 Glenridge Dr EXECUTED.pdf	2418 Glenridge TCE
PDE 2419 Glenridge Dr EXECUTED.pdf	2419 Glenridge PDE
TCE 2419 Glenridge Dr EXECUTED .pdf	2419 Glenridge TCE
PDE 2555 Lisa Drive EXECUTED.pdf	2555 Lisa PDE
TCE 2555 Lisa Drive EXECUTED.pdf	2555 Lisa TCE
EXECUTED PDE 2560 Lisa Drive.pdf	2560 Lisa PDE
EXECUTED TCE 2560 Lisa Drive.pdf	2560 Lisa TCE
EXECUTED TCE 1832 Margaret Street.pdf	1832 Margaret TCE
TCE EXECUTED 2437 Melrose Ave.pdf	2437 Melrose TCE
TCE EXECUTED 2440 Melrose Avenue.pdf	2440 Melrose TCE
PDE 1852 Perryville RD EXECUTED.pdf	1852 Perryville PDE
TCE 1852 Perryville Road EXECUTED.pdf	1852 Perryville TCE
PDE EXECUTED 1855 Perryville.pdf	1855 Perryville PDE
TCE EXECEUTED 1855 Perryville.pdf	1855 Perryville TCE
EXECUTED PDE 1712 Randol Ave.pdf	1712 Randol PDE
EXECUTED TCE 1712 Randol Ave.pdf	1712 Randol TCE
PDE EXECUTED 1804 Westwood Drive.pdf	1804 Westwood PDE
TCE EXECUTED 1804 Westwood Drive.pdf	1804 Westwood TCE
PDE EXECUTED 1809 Westwood Drive.pdf	1809 Westwood PDE
TCE EXECUTED 1809 Westwood Drive.pdf	1809 Westwood TCE
PDE EXECUTED 1823 Westwood.pdf	1823 Westwood PDE
TCE EXECUTED 1823 Westwood.pdf	1823 Westwood TCE
EXECUTED PDE 1824 Westwood Drive.pdf	1824 Westwood PDE
EXECUTED TCE 1824 Westwood Drive.pdf	1824 Westwood TCE
EXHIBITS All Locations for the 2024 PSR2 Drainage Improvements.pdf	Exhibits

BILL NO. 25-04

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING PERMANENT DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FROM VARIOUS PROPERTY OWNERS FOR THE PRS2 STORMWATER PROJECTS, 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, Permanent Drainage Easements and Temporary Construction Easements from various property owners for the PRS2 Stormwater Projects, from the property owners outlined below, described as follows:

2414 Glenridge Drive from CHERYL L. ELLIS

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the west 12.00 feet of a tract of land described in Document 2016-05522 containing 204 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the west 20.00 feet of a tract of land described in Document 2016-05522 containing 1,040 square feet more or less.

2415 Glenridge Drive from DANIEL MACKE

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lots 8 & 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652 for the Point of Beginning; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence S 89°43'34" W, 19.10 feet; Thence N 00°41'12" W, 54.46 feet; Thence N 00°16'43" W, 26.74 feet; Thence N 00°15'00" W, 33.53 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 7.29 feet to the Point of Beginning, containing 1,124 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet to the Point of Beginning; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence N 89°43'34" E, 35.00 feet; Thence S 01°28'22" E, 16.05 feet to the South line of Lot 9; Thence along said South line, S 89°46'25" W, 35.00 feet to the Point of Beginning, containing 561 square feet more or less.

2418 Glenridge Drive from SANDRA K. MILLER, F/K/A SANDRA K. UHRHAN

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the east 12.00 feet of a tract of land described in Book 540, Page 607 containing 204 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the east 20.00 feet of a tract of land described in Book 540, Page 607 containing 1,040 square feet more or less.

2419 Glenridge Drive from IRINA P. USTINOVA

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South line S 89°45'00" W, 7.50 feet to the West line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10653; Thence along said West line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 3.00 feet; Thence N 01°17'47" W, 66.27 feet; Thence N 89°25'05" E, 1.46 feet; Thence N

00°18'17" W, 36.71 feet; Thence S 89°25'00" W, 2.09 feet; Thence N 01°18'10" W, 27.76 feet to the South right of way line of Glenridge Drive; Thence along said South line, N 89°45'00" E, 3.00 feet to the Point of Beginning, containing 327 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #1

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00' W, 10.50 feet to the Point of Beginning; Thence leaving said South right of way line, S 01°18'10" E, 27.76 feet; Thence S 89°25'05" W, 7.96 feet; Thence N 01°29'32" W, 27.81 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, N 89°45'00" E, 8.05 feet to the Point of Beginning, containing 222 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of Document 2007-15660 said point being on the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 10.50 feet to the Point of beginning; Thence continue along said South line, S 89°46'25" W, 7.46 feet; Thence departing said South line, N 00°01'04" W, 66.22 feet; Thence N 89°25'05" E, 5.98 Feet; Thence S 01°17'47" E, 66.27 feet to the Point of Beginning, containing 445 square feet more or less.

2555 Lisa Drive from SIMMONS PROPERTIES, LLC

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet to the Point of Beginning said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13, Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 feet; Thence leaving said West line, S 88°31'19" W, 6.38 feet; Thence N 00°55'29" W, 25.98 feet to the South right of way line of Lisa Drive; Thence along said South right of way line, N 89°52'33" E 6.14 feet to the Point of Beginning, containing 162 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet, said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13 at Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 Feet to the Point of Beginning; Thence continue along said West line, S 01°27'47" E, 35.01 feet; Thence leaving said West line, S 89°52'33" W, 10.47 feet; Thence N 01°27'47" W, 60.84 feet to the South right of way line of Lisa Drive; Thence along said right of way line, N 89°52'33" E, 4.33 feet; Thence leaving said South right of way line, S 00°55'29" E, 25.98 feet; Thence N 88°31'19" E, 6.38 feet to the Point of Beginning, containing 475 square feet more or less.

2560 Lisa Drive from HALL RENTAL PROPERTIES, LLC

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 20.01 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 5.41 feet; Thence Leaving said South line, N 07°29'40" E, 34.08 feet to the West line of a 20.00 feet wide drainage easement as recorded in Plat 13, at Page 21; Thence along the West line of said drainage easement, S 01°38'12" E, 33.79 feet to the Point of Beginning, containing 91 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 25.42 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 9.23 feet; Thence Leaving said South line, N 07°31'37" E, 91.90 feet to the West line of a 20.00 feet wide drainage easement recorded in Book 13 at Page 21; Thence along the said West line, S 01°38'12" E, 57.32 feet; Thence leaving said West line, S 07°29'40" W, 34.08 feet to the Point of Beginning, containing 575 square feet more or less.

1832 Margaret Street from JENNIFER LAURENTIUS

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 2, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 2, Block 5, Thence along the East line of said Lot 2, S 01°03'01" E,

20.00 feet to the Southeast corner of a 20.00 feet wide grading and drainage easement, recorded in Book 474, Page 678 and being the Point of Beginning; Thence continue along said East line, S 01°03'01" E, 28.98 feet; Thence leaving said East line, N 33°40'48" W, 34.67 feet to the South line of said existing grading and drainage easement recorded in Book 474 at page 678; Thence along the South line thereof, N 89°37'39" E, 18.70 feet to the Point of Beginning, containing 271 square feet more or less.

2437 Melrose Avenue from HABITAT FOR HUMANITY - CAPE AREA

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 3, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 3, Block 5 said point being on the South right of way line of Melrose Avenue; Thence N 89°37'39" E, 19.08 feet; Thence leaving said South right of way line, S 30°27'01" E, 26.59 feet; Thence S 50°24'51" W, 41.08 feet to the West line of said Lot 3; Thence along the West line of said Lot 3, N 01°03'02 W, 48.98 feet to the Point of Beginning, containing 1,006 square feet more or less.

2440 Melrose Avenue from THE ABBOTT FAMILY REVOCABLE TRUST

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 1, of Melrose Place as recorded in Plat Book 17 at Page 68 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1, Thence along the west line of said Lot 1, N 01°27'46" W, 20.00 feet to the Northwest corner of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along the North line thereof, N 89°36'55" E, 15.00 feet to the East line of an existing drainage easement recorded in

Plat Book 17, Page 68 for the Point of Beginning; Thence along the East line thereof, N 01°27'46" W, 21.27 feet; Thence leaving said East line, S 32°20'05" E, 25.06 feet to the North line of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along said North line, S 89°36'55" W, 12.86 feet to the Point of Beginning, containing 137 square feet more or less.

1852 Perryville Road from WARREN L. MASTERS

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 60.54 to the Point of Beginning; Thence continue along said north right of way line, N 45°19'39" W, 13.34 feet; Thence leaving said north right of way line, N 46°57'55" E, 14.40 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the Point of Beginning containing 188 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 32.89 feet to the Point of Beginning; Thence leaving said north right of way line, N 40°21'26" E, 22.80 feet; Thence N 00°52'47" W, 35.27 feet; Thence S 87°45'15" W, 18.65 feet; Thence S 46°57'55" W, 19.45 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the North right of way line of Perryville Road; Thence along said right of way line S 45°19'39" E, 27.65 feet to

the Point of Beginning, containing 1,256 square feet more or less.

1855 Perryville Road from BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.

PERMANENT DRAINAGE EASEMENT

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the South right of way line of Perryville Road; Thence along said South right of way line, S 45°19'39" E, 33.00 feet; Thence leaving said right of way line, S 42°40'30" W, 15.00 feet; Thence N 45°19'39" W, 33.00 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 495 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the south right of way line of Perryville Road; Thence along said south right of way line, S 45°19'39" E, 33.00 feet to the Point of Beginning; Thence continue along said right of way line, S 45°19'39" E, 32.72 feet; Thence leaving said right of way line, S 37°58'19" W, 21.58 feet; Thence S 60°19'49" W, 30.94 feet; Thence N 45°41'40" W, 58.09 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 36.62 feet; Thence leaving said Southeasterly line, S 45°19'39" E, 33.00 feet; Thence N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 2,814 square feet more or less.

1712 Randol Avenue from BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU,
MISSOURI

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lots 16 & 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 117.84 feet to the Point of Beginning; Thence leaving said North line, S 01°28'30" E, 20.94 feet; Thence S 88°32'27" W, 34.37 feet; Thence N 46°27'33" W, 11.74 feet; Thence N 01°50'26" W, 13.56 feet to the North line of said Lot 17; Thence along the North lines of Lots 17 & 16, N 89°46'25" E, 42.77 feet to the Point of Beginning, containing 879 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #1

All the grantor's land lying in a part of Lot 16, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 82.84 feet to the Point of Beginning; Thence leaving said North line, S 01°29'56" E, 20.19 feet; Thence S 88°32'27" W, 35.00 feet; Thence N 01°28'30" W, 20.94 feet to the North line of Lot 16; Thence along said North line, N 89°46'25" E, 35.00 feet to the Point of Beginning, containing 720 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2

All the grantor's land lying in a part of Lot 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15, 16 & 17, S 89°46'25" W, 160.61 feet to the Point of Beginning; Thence continue along the North line of Lot 17, S 89°46'25" W, 7.46 feet; Thence leaving said North line, S 00°01'05" E, 6.02 feet; Thence S 46°27'32" E, 10.88 feet; Thence N 01°50'26" W, 13.56 feet to the Point of Beginning, containing 74 square feet more or less.

1804 Westwood Drive from CECIL AND BRANDI RAY

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 13.00 feet of the west 16.00 feet of a tract of land described in Document 2020-01481 containing 208 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 17.00 feet of the west 51.00 feet of a tract of land described in Document 2020-01481 containing 867 square feet more or less.

1809 Westwood Drive from FRED R. (DECEASED) AND CHRISTINE KELLER

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 8.00 feet of the east 17.00 feet of a tract of land described in Document 2018-07725 containing 136 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 16.00 feet of the east 52.00 feet of a tract of land described in Document 2018-07725 containing 832 square feet more or less.

1823 Westwood Drive from PALIZA SHRESTHA & NELISH PRADHAN

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 16.00 feet of the east 17.00 feet of a tract of land described in Document 2022-10572 containing 272 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 25.00 feet of the east 52.00 feet of a tract of land described in Document 2022-10572 containing 1,300 square feet more or less.

1824 Westwood Drive from TIMOTHY G. AND LAURIE S. WELTER

PERMANENT DRAINAGE EASEMENT

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 20.00 feet of the west 16.00 feet of a tract of land described in Book 612, Page 227 containing 320 square feet more or less

TEMPORARY CONSTRUCTION EASEMENT

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 24.00 feet of the west 51.00 feet of a tract of land described in Book 612, Page 227 containing 1,224 square feet more or less.

ARTICLE 2. 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 3. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2414 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CHERYL L. ELLIS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the west 12.00 feet of a tract of land described in Document 2016-05522 containing 204 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 22 day of March, 2024.

Cheryl L. Ellis
CHERYL L. ELLIS

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

BE IT REMEMBERED, that on this 22 day of March, 2024, before me, the undersigned notary public, personally appeared **CHERYL L. ELLIS**, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as the owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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

Jeannie Underwood
Notary Public

My Commission Expires:

May 17, 2027

JEANNIE UNDERWOOD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 17, 2027
SCOTT COUNTY
COMMISSION #23366803

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2414 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CHERYL L. ELLIS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the west 20.00 feet of a tract of land described in Document 2016-05522 containing 1,040 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 22 day of March, 2024.

Cheryl L. Ellis
CHERYL L. ELLIS

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

BE IT REMEMBERED, that on this 22 day of March, 2024, before me, the undersigned notary public, personally appeared **CHERYL L. ELLIS**, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as the owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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

Jeannie Underwood
Notary Public

My Commission Expires:

MAY 17, 2027

JEANNIE UNDERWOOD
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 17, 2027
SCOTT COUNTY
COMMISSION #23366803

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2415 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **DANIEL MACKE**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lots 8 & 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652 for the Point of Beginning; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence S 89°43'34" W, 19.10 feet; Thence N 00°41'12" W, 54.46 feet; Thence N 00°16'43" W, 26.74 feet; Thence N 00°15'00" W, 33.53 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 7.29 feet to the Point of Beginning, containing 1,124 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 13 day
of March, 2024.

Daniel Macke
DANIEL MACKE

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

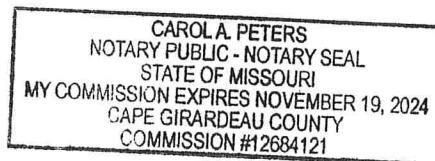
BE IT REMEMBERED, that on this 13th day of March, 2024,
before me, the undersigned notary public, personally appeared DANIEL MACKE, a single person,
who being by me duly sworn, did state that he is the owner in fee of the above said property, has
executed the within instrument as a free act and deed as owner of said property and acknowledge
that he has executed the same for the purposes therein contained.

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

Carol A. Peters
Notary Public

My Commission Expires:

11-19-24



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2415 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **DANIEL MACKE**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 9, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northwest corner of Document 2020-09528 said point being on the South right of way line of Glenridge Drive; Thence along said South line N 89°45'00" E, 7.50 feet to the East line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10652; Thence along said East line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line of Lot 8 and South line of Lot 9, N 89°46'25" E, 24.77 feet to the Point of Beginning; Thence leaving said South line, N 01°28'30"W, 16.03 feet; Thence N 89°43'34" E, 35.00 feet; Thence S 01°28'22" E, 16.05 feet to the South line of Lot 9; Thence along said South line, S 89°46'25" W, 35.00 feet to the Point of Beginning, containing 561 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 13 day of March, 2024.

Daniel Macke
DANIEL MACKE

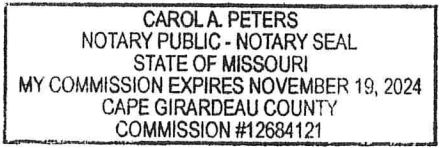
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 13th day of March, 2024, before me, the undersigned notary public, personally appeared DANIEL MACKE, a single person, who being by me duly sworn, did state that he is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that he has executed the same for the purposes therein contained.

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

Carol A. Peters
Notary Public

My Commission Expires:
11-19-24



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2418 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 17.00 feet of the east 12.00 feet of a tract of land described in Book 540, Page 607 containing 204 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 18th day of April, 2024.

Sandra K Miller
SANDRA K. MILLER,
F/K/A SANDRA K. UHRHAN

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

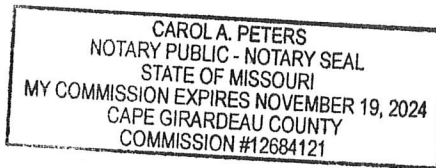
BE IT REMEMBERED, that on this 18th day of April, 2024, before me, the undersigned notary public, personally appeared **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as the owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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

Carol A. Peters
Notary Public

My Commission Expires:

11-19-24



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
2418 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 17, Block 7, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 52.00 feet of the east 20.00 feet of a tract of land described in Book 540, Page 607 containing 1,040 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 18th day of April, 2024.

Sandra K Miller
SANDRA K. MILLER,
F/K/A SANDRA K. UHRHAN

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

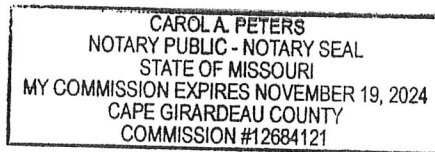
BE IT REMEMBERED, that on this 18th day of April, 2024, before me, the undersigned notary public, personally appeared **SANDRA K. MILLER**, a married person, **F/K/A SANDRA K. UHRHAN**, sole owner, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as the owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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

Carol A Peters
Notary Public

My Commission Expires:

11-19-24



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2419 Glenridge Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **IRINA P. USTINOVA**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

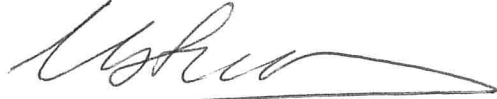
Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South line S 89°45'00" W, 7.50 feet to the West line of a 7.50 feet wide stormwater easement recorded in the land records of the Cape Girardeau County Recorder's Office in Document 2004-10653; Thence along said West line, S 01°17'47" E, 130.75 feet to the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 3.00 feet; Thence N 01°17'47" W, 66.27 feet; Thence N 89°25'05" E, 1.46 feet; Thence N 00°18'17" W, 36.71 feet; Thence S 89°25'00" W, 2.09 feet; Thence N 01°18'10" W, 27.76 feet to the South right of way line of Glenridge Drive; Thence along said South line, N 89°45'00" E, 3.00 feet to the Point of Beginning, containing 327 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of March, 2024.



IRINA P. USTINOVA

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

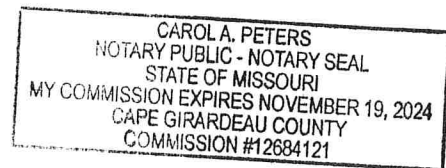
BE IT REMEMBERED, that on this 11th day of March, 2024, before me, the undersigned notary public, personally appeared IRINA P. USTINOVA, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:

11-19-24



TEMPORARY CONSTRUCTION EASEMENTS

PRS2 Drainage Improvements Project
2419 Glenridge Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **IRINA P. USTINOVA**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENTS** on the property described as follows:

Temporary Construction Easement # 1

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Document 2007-15660 said point being on the South right of way line of Glenridge Drive; Thence along said South right of way line, S 89°45'00" W, 10.50 feet to the Point of Beginning; Thence leaving said South right of way line, S 01°18'10" E, 27.76 feet; Thence S 89°25'05" W, 7.96 feet; Thence N 01°29'32" W, 27.81 feet to the South right of way line of Glenridge Drive; Thence along said South right of way line, N 89°45'00" E, 8.05 feet to the Point of Beginning, containing 222 square feet more or less.

Temporary Construction Easement # 2

All the grantor's land lying in a part of Lot 8, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of Document 2007-15660 said point being on the South line of said Lot 8; Thence along said South line, S 89°46'25" W, 10.50 feet to the Point of beginning; Thence continue along said South line, S 89°46'25" W, 7.46 feet; Thence departing said South line,

N 00°01'04" W, 66.22 feet; Thence N 89°25'05" E, 5.98 Feet; Thence S 01°17'47" E, 66.27 feet to the Point of Beginning, containing 445 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of March, 2024.



IRINA P. USTINOVA

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

BE IT REMEMBERED, that on this 11th day of March, 2024, before me, the undersigned notary public, personally appeared IRINA P. USTINOVA, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, have executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:
11-19-24

CAROL A. PETERS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 19, 2024
CAPE GIRARDEAU COUNTY
COMMISSION #12684121

PERMANENT DRAINAGE EASEMENT
PRS2 Drainage Improvements Project
2555 Lisa Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SIMMONS PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet to the Point of Beginning said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13, Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 feet; Thence leaving said West line, S 88°31'19" W, 6.38 feet; Thence N 00°55'29" W, 25.98 feet to the South right of way line of Lisa Drive; Thence along said South right of way line, N 89°52'33" E 6.14 feet to the Point of Beginning, containing 162 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2555 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **SIMMONS PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 61, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 61, Thence along the North line thereof, S 89°52'33" W, 20.00 feet, said point being on the west line of a 20.00 feet wide drainage easement recorded in Plat Book 13 at Page 21; Thence along the West line thereof, S 01°27'47" E, 25.83 Feet to the Point of Beginning; Thence continue along said West line, S 01°27'47" E, 35.01 feet; Thence leaving said West line, S 89°52'33" W, 10.47 feet; Thence N 01°27'47" W, 60.84 feet to the South right of way line of Lisa Drive; Thence along said right of way line, N 89°52'33" E, 4.33 feet; Thence leaving said South right of way line, S 00°55'29" E, 25.98 feet; Thence N 88°31'19" E, 6.38 feet to the Point of Beginning, containing 475 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

2560 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HALL RENTAL PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 20.01 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 5.41 feet; Thence Leaving said South line, N 07°29'40" E, 34.08 feet to the West line of a 20.00 feet wide drainage easement as recorded in Plat 13, at Page 21; Thence along the West line of said drainage easement, S 01°38'12" E, 33.79 feet to the Point of Beginning, containing 91 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Signature Page to Follow

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

HALL RENTAL PROPERTIES, LLC

Jesse C Hall
Signature

Jesse Hall Owner
Printed Name & Title

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

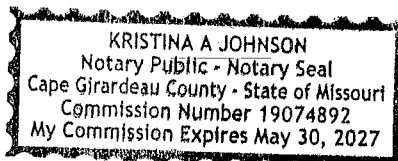
BE IT REMEMBERED, that on this 14th day of June, 2024, before me, the undersigned notary public, personally appeared Jesse Hall, who being by me duly sworn, did state that he/she is an authorized representative of HALL RENTAL PROPERTIES, LLC, a Missouri limited liability company, and that HALL RENTAL PROPERTIES, LLC, is the owner in fee of the above said property, and that he/she has the authority to sign for said company and has executed the within instrument as a free act and deed of said limited liability company and acknowledge that he/she have executed the same for the purposes therein contained.

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

Kristina A Johnson
Notary Public

My Commission Expires:

May 30, 2027



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2560 Lisa Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HALL RENTAL PROPERTIES, LLC**, a Missouri limited liability company, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 62, of Greenwood Second Subdivision as recorded in Plat Book 13 at Page 21 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 62, Thence along the South line thereof, S 89°52'33" W, 25.42 feet to the Point of Beginning; Thence continue along said South line, S 89°52'33" W, 9.23 feet; Thence Leaving said South line, N 07°31'37" E, 91.90 feet to the West line of a 20.00 feet wide drainage easement recorded in Book 13 at Page 21; Thence along the said West line, S 01°38'12" E, 57.32 feet; Thence leaving said West line, S 07°29'40" W, 34.08 feet to the Point of Beginning, containing 575 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature Page to Follow

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

HALL RENTAL PROPERTIES, LLC

Jesse C Hall
Signature

Jesse C Hall owner
Printed Name & Title

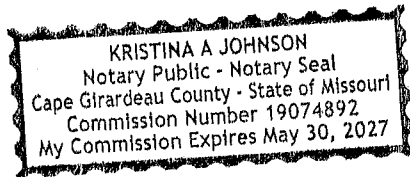
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 14th day of June, 2024, before me, the undersigned notary public, personally appeared Jesse Hall, who being by me duly sworn, did state that he/she is an authorized representative of HALL RENTAL PROPERTIES, LLC, a Missouri limited liability company, and that HALL RENTAL PROPERTIES, LLC, is the owner in fee of the above said property, and that he/she has the authority to sign for said company and has executed the within instrument as a free act and deed of said limited liability company and acknowledge that he/she have executed the same for the purposes therein contained.

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

Kristina A Johnson
Notary Public

My Commission Expires:
May 30, 2027



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

1832 Margaret Street

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **JENNIFER LAURENTIUS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 2, Block 5 of Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 2, Block 5, Thence along the East line of said Lot 2, S 01°03'01" E, 20.00 feet to the Southeast corner of a 20.00 feet wide grading and drainage easement, recorded in Book 474, Page 678 and being the Point of Beginning; Thence continue along said East line, S 01°03'01" E, 28.98 feet; Thence leaving said East line, N 33°40'48" W, 34.67 feet to the South line of said existing grading and drainage easement recorded in Book 474 at page 678; Thence along the South line thereof, N 89°37'39" E, 18.70 feet to the Point of Beginning, containing 271 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature Page To Follow.

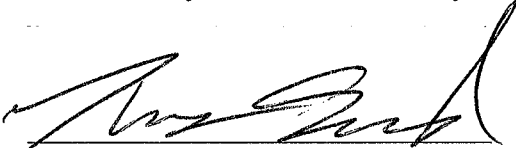
IN WITNESS WHEREOF, the undersigned has executed this easement this 18 day of JULY, 2024.


JENNIFER LAURENTIUS

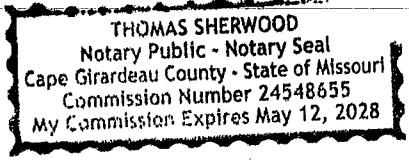
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 18 day of JULY, 2024, before me, the undersigned notary public, personally appeared JENNIFER LAURENTIUS, a single person, who being by me duly sworn, did state that she is the owner in fee of the above said property, has executed the within instrument as a free act and deed as owner of said property and acknowledge that she has executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2437 Melrose Ave

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **HABITAT FOR HUMANITY - CAPE AREA**, a Missouri non-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

ALL THE GRANTOR'S LAND LYING IN A PART OF LOT 3, BLOCK 5 OF ALMA SCHRADER SUBDIVISION AS RECORDED IN PLAT BOOK 6 AT PAGE 56 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 5 SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MELROSE AVENUE; THENCE N 89°37'39" E, 19.08 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 30°27'01" E, 26.59 FEET; THENCE S 50°24'51" W, 41.08 FEET TO THE WEST LINE OF SAID LOT 3; THENCE ALONG THE WEST LINE OF SAID LOT 3, N 01°03'02 W, 48.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1,006 SQUARE FEET MORE OR LESS.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature page to follow

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project

2440 Melrose Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **REBA ABBOTT, TRUSTEE OF THE ABBOTT FAMILY REVOCABLE TRUST**, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 1, of Melrose Place as recorded in Plat Book 17 at Page 68 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 1, Thence along the west line of said Lot 1, N 01°27'46" W, 20.00 feet to the Northwest corner of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along the North line thereof, N 89°36'55" E, 15.00 feet to the East line of an existing drainage easement recorded in Plat Book 17, Page 68 for the Point of Beginning; Thence along the East line thereof, N01°27'46" W, 21.27 feet; Thence leaving said East line, S 32°20'05" E, 25.06 feet to the North line of an existing grading and drainage easement recorded in Book 474, Page 672; Thence along said North line, S 89°36'55" W, 12.86 feet to the Point of Beginning, containing 137 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature Page to Follow

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1852 Perryville Road

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **WARREN L. MASTERS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 60.54 to the Point of Beginning; Thence continue along said north right of way line, N 45°19'39" W, 13.34 feet; Thence leaving said north right of way line, N 46°57'55" E. 14.40 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the Point of Beginning containing 188 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1852 Perryville Road
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **WARREN L. MASTERS**, a single person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 20, Block 3, Second Sherwood Hills as recorded in Plat Book 6 at Page 40 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said Lot 20, said point being on the north right of way line of Perryville Road; Thence along said north right of way line, N 45°19'39" W, 32.89 feet to the Point of Beginning; Thence leaving said north right of way line, N 40°21'26" E, 22.80 feet; Thence N 00°52'47" W, 35.27 feet; Thence S 87°45'15" W, 18.65 feet; Thence S 46°57'55" W, 19.45 feet; Thence S 45°59'59" E, 12.62 feet; Thence S 44°04'01" W, 14.53 feet to the North right of way line of Perryville Road; Thence along said right of way line S 45°19'39" E, 27.65 feet to the Point of Beginning, containing 1,256 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

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Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1855 Perryville Road
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.**, a not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the South right of way line of Perryville Road; Thence along said South right of way line, S 45°19'39" E, 33.00 feet; Thence leaving said right of way line, S 42°40'30" W, 15.00 feet; Thence N 45°19'39" W, 33.00 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 495 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1855 Perryville Road
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHEL ASSEMBLY OF GOD, CAPE GIRARDEAU, MISSOURI, INC.**, a not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land as described in Book 482, Page 504 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing Southeast corner of Lot 1, Block 5 of Weissinger's Subdivision as recorded in Plat Book 6, Page 31 said point being on the south right of way line of Perryville Road; Thence along said south right of way line, S 45°19'39" E, 33.00 feet to the Point of Beginning; Thence continue along said right of way line, S 45°19'39" E, 32.72 feet; Thence leaving said right of way line, S 37°58'19" W, 21.58 feet; Thence S 60°19'49" W, 30.94 feet; Thence N 45°41'40" W, 58.09 feet to the southeasterly line of Lot 1, Block 5 of Weissinger's Subdivision; Thence along said southeasterly line, N 42°40'30" E, 36.62 feet; Thence leaving said Southeasterly line, S 45°19'39" E, 33.00 feet; Thence N 42°40'30" E, 15.00 feet to the Point of Beginning, containing 2,814 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1712 Randol Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI**, a Missouri not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lots 16 & 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 117.84 feet to the Point of Beginning; Thence leaving said North line, S 01°28'30" E, 20.94 feet; Thence S 88°32'27" W, 34.37 feet; Thence N 46°27'33" W, 11.74 feet; Thence N 01°50'26" W, 13.56 feet to the North line of said Lot 17; Thence along the North lines of Lots 17 & 16, N 89°46'25" E, 42.77 feet to the Point of Beginning, containing 879 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENTS

PRS2 Drainage Improvements Project

1712 Randol Avenue

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **BETHANY BAPTIST CHURCH OF CAPE GIRARDEAU, MISSOURI**, a Missouri not-for-profit corporation, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENTS** on the property described as follows:

Temporary Construction Easement # 1

All the grantor's land lying in a part of Lot 16, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15 & 16, S 89°46'25" W, 82.84 feet to the Point of Beginning; Thence leaving said North line, S 01°29'56" E, 20.19 feet; Thence S 88°32'27" W, 35.00 feet; Thence N 01°28'30" W, 20.94 feet to the North line of Lot 16; Thence along said North line, N 89°46'25" E, 35.00 feet to the Point of Beginning, containing 720 square feet more or less.

Temporary Construction Easement # 2

All the grantor's land lying in a part of Lot 17, Block 6 of Alma Schrader Subdivision as recorded in Plat Book 6, Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

Commencing at the Northeast corner of Lot 15, Block 6 of Alma Schrader Subdivision; Thence along the North lines of lots 15, 16 & 17, S 89°46'25" W, 160.61 feet to the Point of Beginning; Thence continue along the North line of Lot 17, S 89°46'25" W, 7.46 feet; Thence leaving said North line, S 00°01'05" E, 6.02 feet; Thence S 46°27'32" E, 10.88 feet; Thence North 01°50'26" W, 13.56 feet to the Point of Beginning, containing 74 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

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Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1804 Westwood Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CECIL & BRANDI RAY**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 13.00 feet of the west 16.00 feet of a tract of land described in Document 2020-01481 containing 208 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

TEMPORARY CONSTRUCTION EASEMENT
PRS2 Drainage Improvements Project
1804 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **CECIL & BRANDI RAY**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 17.00 feet of the west 51.00 feet of a tract of land described in Document 2020-01481 containing 867 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

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Signature Page To Follow.

PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1809 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **FRED R. (NOW DECEASED) & CHRISTINE KELLER**, Widow of Fred R. Keller and now a Single Person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 8.00 feet of the east 17.00 feet of a tract of land described in Document 2018-07725 containing 136 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of June, 2024.

Christine S. Keller
Christine Keller

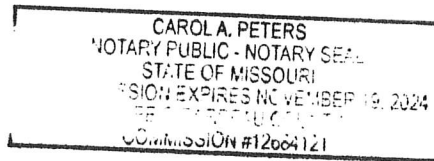
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 11th day of June, 2024, before me, the undersigned notary public, personally appeared **Christine Keller, who did state that she is the Widow of Fred R. Keller (Now Deceased) and that she is the sole surviving owner of 1809 Westwood Drive**, who being by me duly sworn that she has executed the foregoing instrument as a free act and deed for the said purposes therein stated.

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

Carola A. Peters
Notary Public

My Commission Expires:
11-19-24



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1809 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **FRED R. (NOW DECEASED) & CHRISTINE KELLER**, Widow of Fred R. Keller and now a Single Person, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land-lying in a part of Lot 13, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The north 16.00 feet of the east 52.00 feet of a tract of land described in Document 2018-07725 containing 832 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11th day of June, 2024.

Christine S. Keller
Christine Keller

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

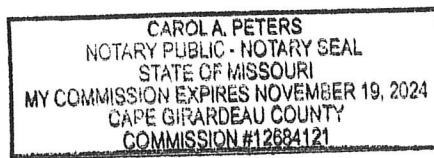
BE IT REMEMBERED, that on this 11th day of June, 2024, before me, the undersigned notary public, personally appeared **Christine Keller, who did state that she is the Widow of Fred R. Keller (Now Deceased) and that she is the sole surviving owner of 1809 Westwood Drive**, who being by me duly sworn that she has executed the foregoing instrument as a free act and deed for the said purposes therein stated.

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

Carol A. Peters
Notary Public

My Commission Expires:

11-19-24



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project

1823 Westwood Drive

Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **PALIZA SHRESTHA & NELISH PRADHAN**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 16.00 feet of the east 17.00 feet of a tract of land described in Document 2022-10572 containing 272 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

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Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 11 day of April, 2024.

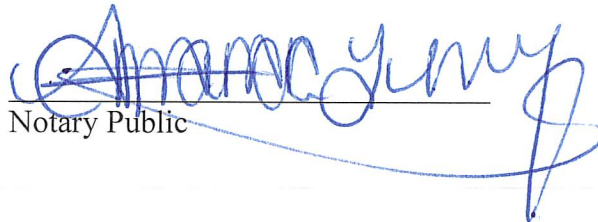
Nelish Pradhan

Nelish Pradhan

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

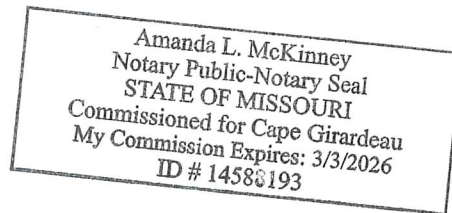
BE IT REMEMBERED, that on this 11th day of April, 2024, before me, the undersigned notary public, personally appeared **Nelish Pradhan**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:

3/3/2026



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1823 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **PALIZA SHRESTHA & NELISH PRADHAN**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 12, Block 6, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 25.00 feet of the east 52.00 feet of a tract of land described in Document 2022-10572 containing 1,300 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.


IN WITNESS WHEREOF, the undersigned has executed this easement this 12th day of April, 2024.

Nelish Pradhan
Nelish Pradhan

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

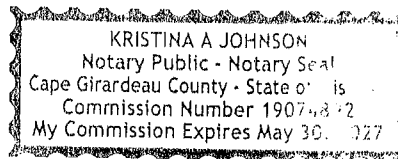
BE IT REMEMBERED, that on this 12th day of April, 2024, before me, the undersigned notary public, personally appeared **Nelish Pradhan**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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



Notary Public

My Commission Expires:
May 30, 2027



PERMANENT DRAINAGE EASEMENT

PRS2 Drainage Improvements Project
1824 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **TIMOTHY G. & LAURIE S. WELTER**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **PERMANENT DRAINAGE EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 20.00 feet of the west 16.00 feet of a tract of land described in Book 612, Page 227 containing 320 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. This easement and the right, privilege, permission and authority herein granted are perpetual and shall run with the land.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 9 day of April, 2024.

Timothy G. Welter
Timothy G. Welter

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

BE IT REMEMBERED, that on this 9th day of April, 2024, before me, the undersigned notary public, personally appeared **Timothy G. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Amanda L. McKinney
Notary Public

My Commission Expires:

3/3/2026

Amanda L. McKinney
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau
My Commission Expires: 3/3/2026
ID # 14588193

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

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

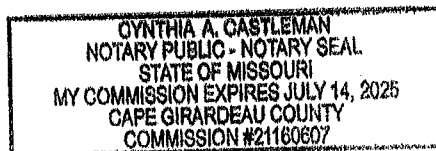
BE IT REMEMBERED, that on this 8 day of April, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

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

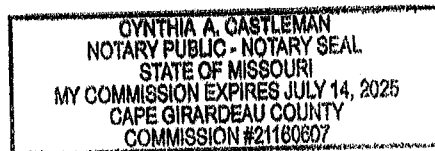
BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



TEMPORARY CONSTRUCTION EASEMENT

PRS2 Drainage Improvements Project
1824 Westwood Drive
Cape Girardeau, Missouri 63701

KNOW ALL MEN BY THESE PRESENTS: **TIMOTHY G. & LAURIE S. WELTER**, husband and wife, hereinafter referred to as "GRANTOR", and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as GRANTEE:

WITNESSETH, that Grantors, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, to be paid by Grantee, the receipt of which is hereby acknowledged, do by these presents, remise and convey unto Grantee the following **TEMPORARY CONSTRUCTION EASEMENT** on the property described as follows:

All the grantor's land lying in a part of Lot 7, Block 8, and a part of Lot 8, Block 8, Alma Schrader Subdivision as recorded in Plat Book 6 at Page 56 of the land records of the County Recorder's Office, City and County of Cape Girardeau, State of Missouri, being more particularly described as follows:

The south 24.00 feet of the west 51.00 feet of a tract of land described in Book 612, Page 227 containing 1,224 square feet more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain Drainage improvements, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specifications on file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date the improvements are accepted by the City Council or until December 31, 2027, whichever occurs first.

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

Remainder of Page Intentionally Left Blank.

Signature Page To Follow.

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

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

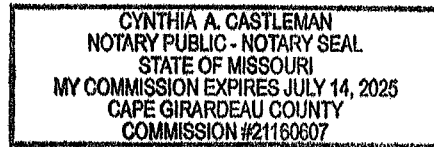
BE IT REMEMBERED, that on this 8 day of April, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025



IN WITNESS WHEREOF, the undersigned has executed this easement this 9 day of April, 2024.

Timothy G. Welter
Timothy G. Welter

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

BE IT REMEMBERED, that on this 9th day of April, 2024, before me, the undersigned notary public, personally appeared **Timothy G. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Amanda L. McKinney
Notary Public

My Commission Expires:

3/3/2026

Amanda L. McKinney
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau
My Commission Expires: 3/3/2026
ID # 14582193

IN WITNESS WHEREOF, the undersigned has executed this easement this 8 day of April, 2024.

Laurie S. Welter
Laurie S. Welter

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

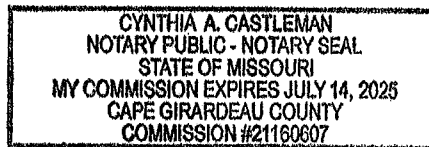
BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared **Laurie S. Welter**, a married person, who being by me duly sworn, did state that they are owners in fee of the above said property, have executed the within instrument as a free act and deed as owners of said property and acknowledge that they have executed the same for the purposes therein contained.

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

Cynthia A. Castleman
Notary Public

My Commission Expires:

07/14/2025





GRAPHIC SCALE

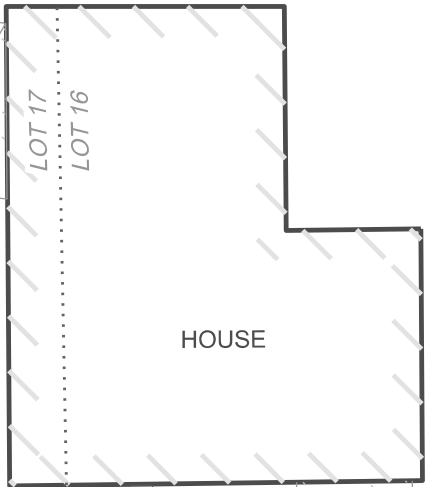


BLOCK 7
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
CHERYL L ELLIS
DOC # 2016-05522
2414 GLENRIDGE DR



AC



LOT 17
LOT 16

HOUSE

CHAIN LINK FENCE

CHAIN LINK FENCE

LOT 18
LOT 17

TEMPORARY
CONSTRUCTION
EASEMENT
(1,040 S.F.)

PERMANENT
DRAINAGE
EASEMENT
(204 S.F.)

20'

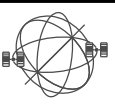
52'

12'

17'

R/W

GLENRIDGE DRIVE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR
2414 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

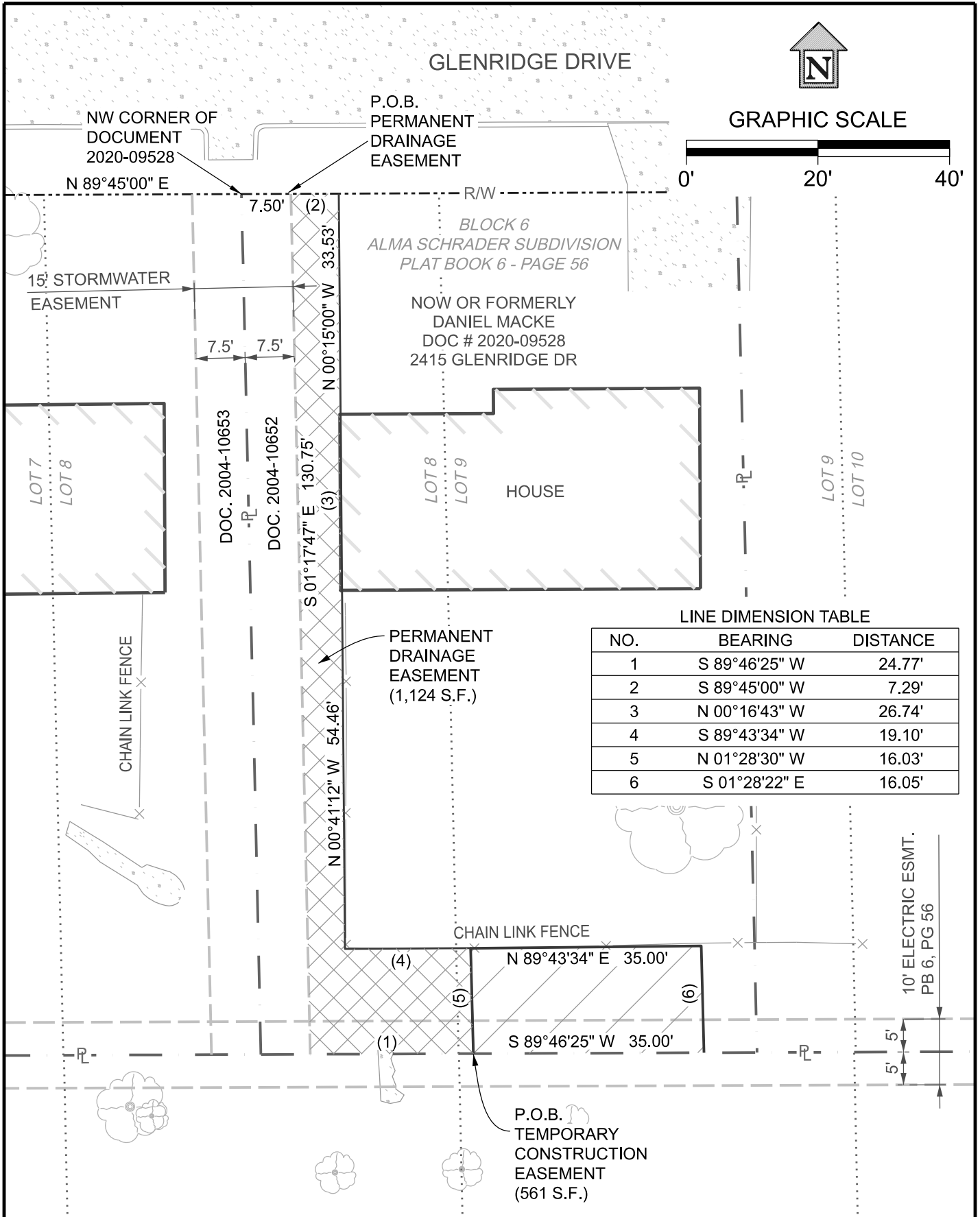
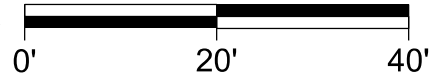
DATE: 02/15/2024

SHEET: 1 OF 1

GLENRIDGE DRIVE



GRAPHIC SCALE



LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 89°46'25" W	24.77'
2	S 89°45'00" W	7.29'
3	N 00°16'43" W	26.74'
4	S 89°43'34" W	19.10'
5	N 01°28'30" W	16.03'
6	S 01°28'22" E	16.05'

Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

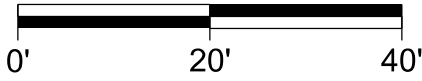
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

**EASEMENT SKETCH FOR
2415 GLENRIDGE DR.**
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037 DATE: 02/15/2024 SHEET: 1 OF 1



GRAPHIC SCALE



BLOCK 7
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
SANDRA K UHRHAN
BOOK 540 - PAGE 607
2418 GLENRIDGE DR

LOT 19
LOT 18

-R-

CHAIN LINK FENCE

CHAIN LINK FENCE

10' ELECTRIC ESMT.
PB 6, PG 56

SHED

AC

LOT 18
LOT 17

HOUSE

LOT 17
LOT 16

TEMPORARY
CONSTRUCTION
EASEMENT
(1,040 S.F.)

PERMANENT
DRAINAGE
EASEMENT
(204 S.F.)

20'

52'

12'

17'

R/W

GLENRIDGE DRIVE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation
MO State Cert. of Authority #000383

Land Surveying Corporation
MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR
2418 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

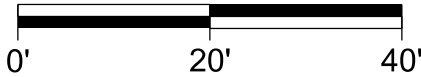
JOB NO: S23-037

DATE: 02/15/2024

SHEET: 1 OF 1



GRAPHIC SCALE



GLENRIDGE DRIVE

P.O.B.
PERMANENT
DRAINAGE EASEMENT

P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT #1
(222 S.F.)

NE CORNER OF
DOCUMENT
2007-15660

BLOCK 6
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
IRINA P USTINOVA
DOC # 2007-15660
2419 GLENRIDGE DR

15' STORMWATER
EASEMENT

LOT 6
LOT 7

HOUSE

LOT 7
LOT 8

LOT 8
LOT 9

TEMPORARY
CONSTRUCTION
EASEMENT #2
(445 S.F.)

CONCRETE CHANNEL

CHAIN LINK FENCE

PERMANENT
DRAINAGE
EASEMENT
(327 S.F.)

10' ELECTRIC ESMT.
PB 6, PG 56

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°25'05" E	5.98'
2	S 89°46'25" W	7.46'
3	S 89°46'25" W	3.00'
4	N 89°25'05" E	1.46'
5	S 89°25'00" W	2.09'
6	N 89°45'00" E	3.00'
7	S 89°25'05" W	7.96'
8	N 89°45'00" E	8.05'

S 89°46'25" W

P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT #2
(445 S.F.)

SE CORNER OF
DOCUMENT
2007-15660



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation
MO State Cert. of Authority #000383

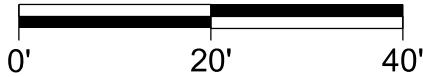
Land Surveying Corporation
MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR
2419 GLENRIDGE DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS



GRAPHIC SCALE



LISA DRIVE

NE COR LOT 61
GREENWOOD
SECOND
PB 13, PG 21

POB
PERMANENT
DRAINAGE
EASEMENT
(162 S.F.)

S 89°52'33" W
20.00'

R/W

(4) (6)

(1) (5)

(2)

(3)

POB
TEMPORARY
CONSTRUCTION
EASEMENT
(475 S.F.)

DUPLEX

N 01°27'47" W 60.84'

S 01°27'47" E 35.01'

BARBED WIRE FENCE

LOT 61
GREENWOOD SECOND SUBDIVISION
PLAT BOOK 13 - PAGE 21

NOW OR FORMERLY
SIMMONS PROPERTIES LLC
DOC. # 2017-00430
2555 LISA DR.

20'
DRAINAGE
EASEMENT
PLAT BOOK 13
PAGE 21

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 00°55'29" E	25.98'
2	N 88°31'19" E	6.38'
3	S 89°52'33" W	10.47'
4	N 89°52'33" E	4.33'
5	S 01°27'47" E	25.83'
6	N 89°52'33" E	6.14'



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR 2555 LISA DR.

CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

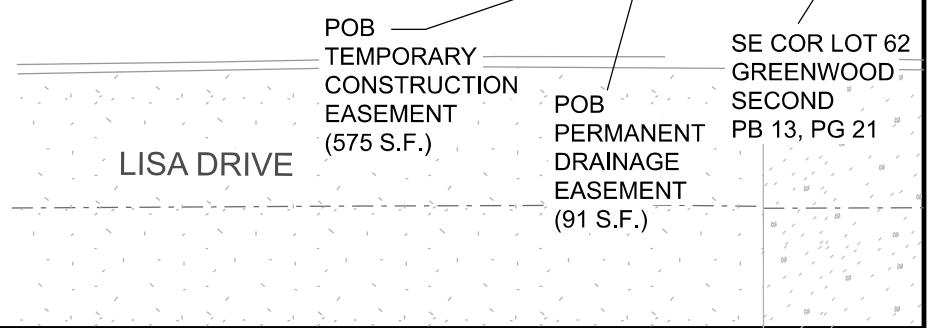
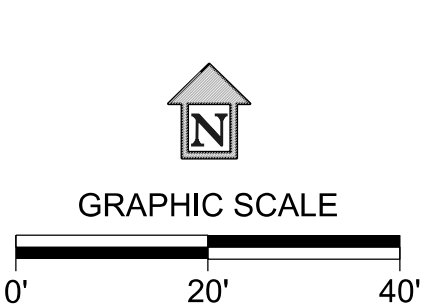
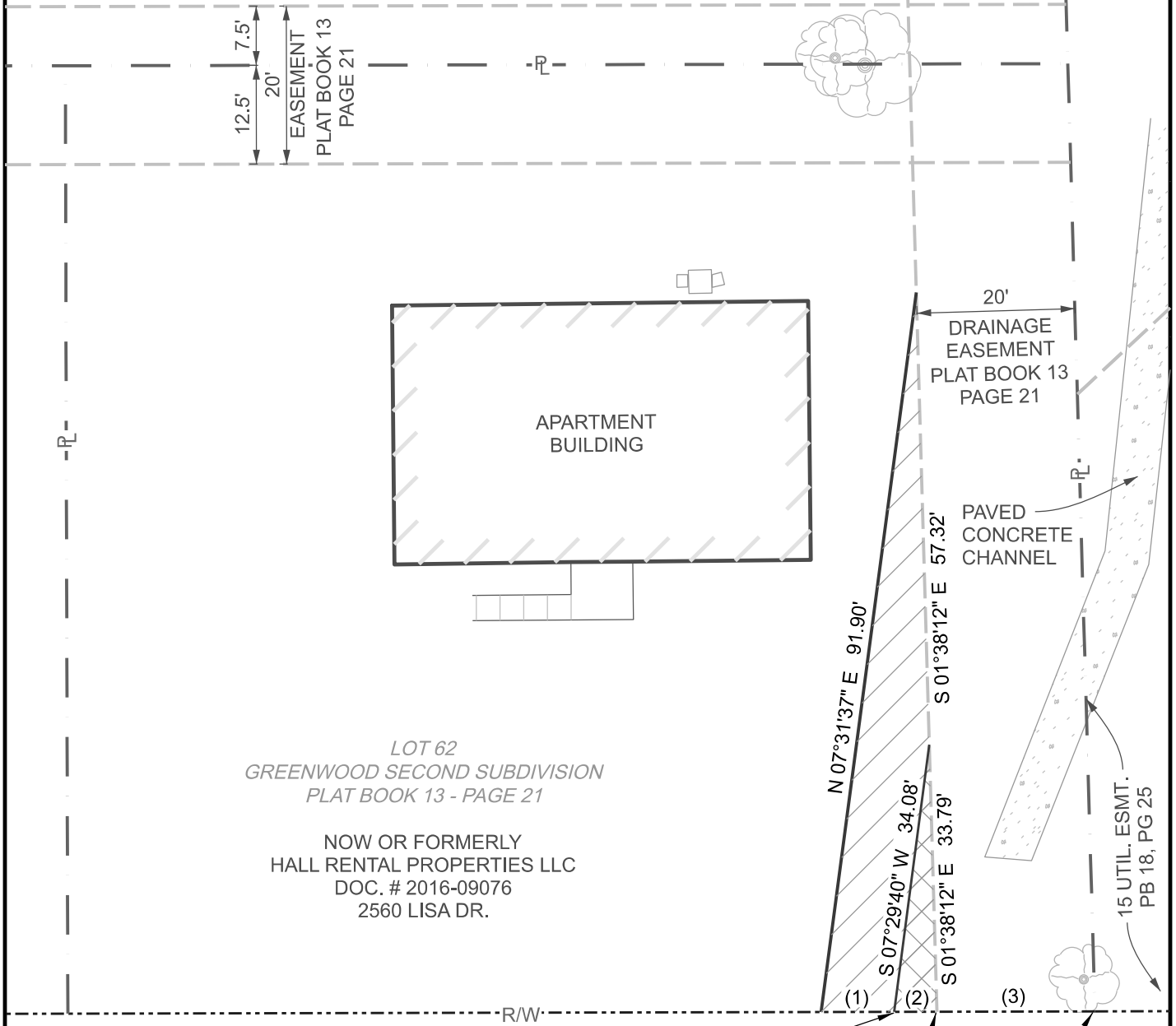
JOB NO: S23-037

DATE: 02/08/2024

SHEET: 1 OF 1

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 89°52'33" W	9.23'
2	S 89°52'33" W	5.41'
3	S 89°52'33" W	20.01'



Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

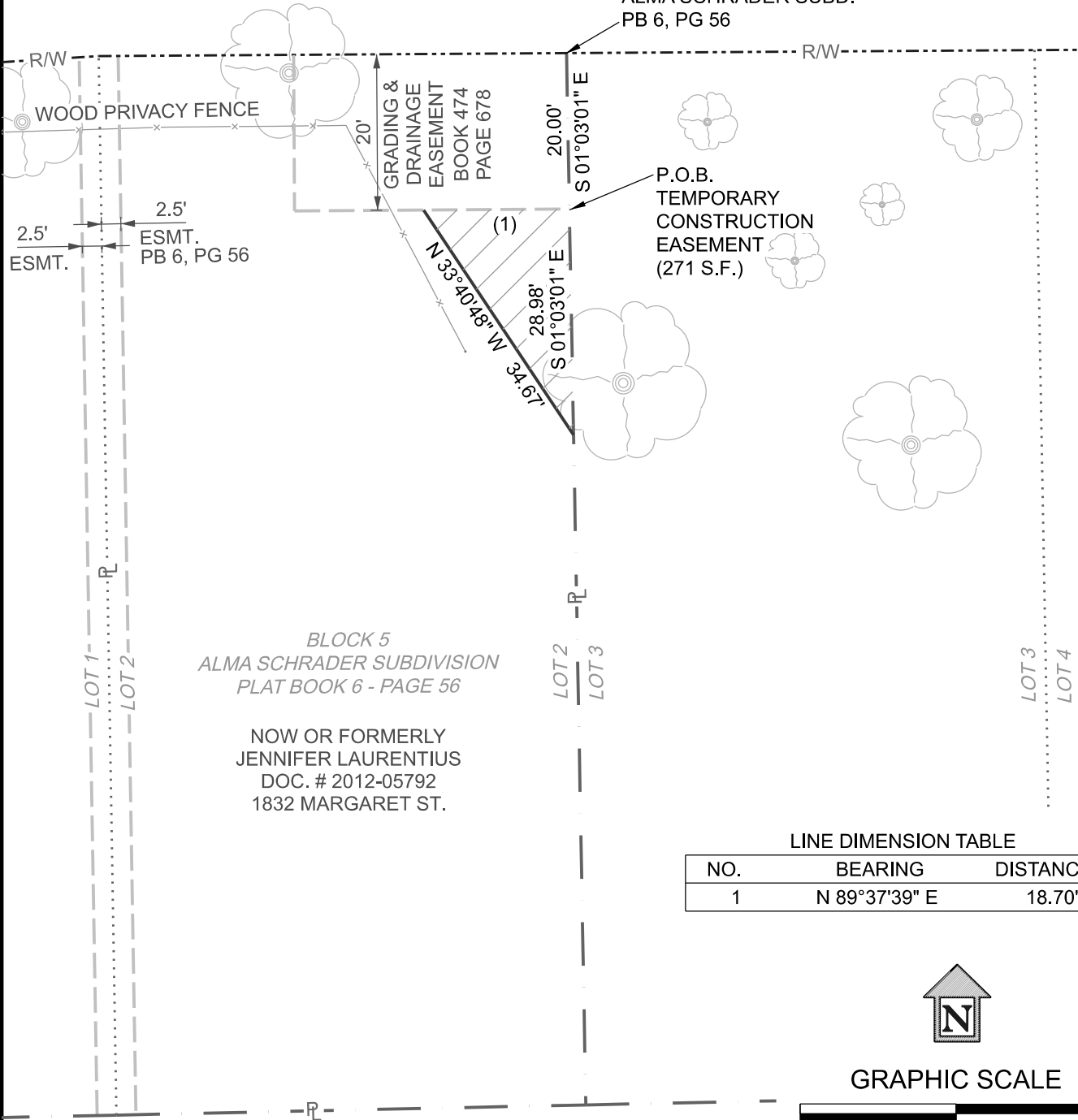
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

**EASEMENT SKETCH FOR
2560 LISA DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS**

JOB NO: S23-037	DATE: 02/23/2024	SHEET: 1 OF 1
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MELROSE AVENUE

NE COR LOT 2 BLOCK 5
ALMA SCHRADER SUBD.
PB 6, PG 56

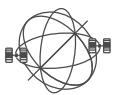
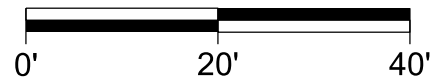


LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°37'39" E	18.70'



GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR
1832 MARGARET ST.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

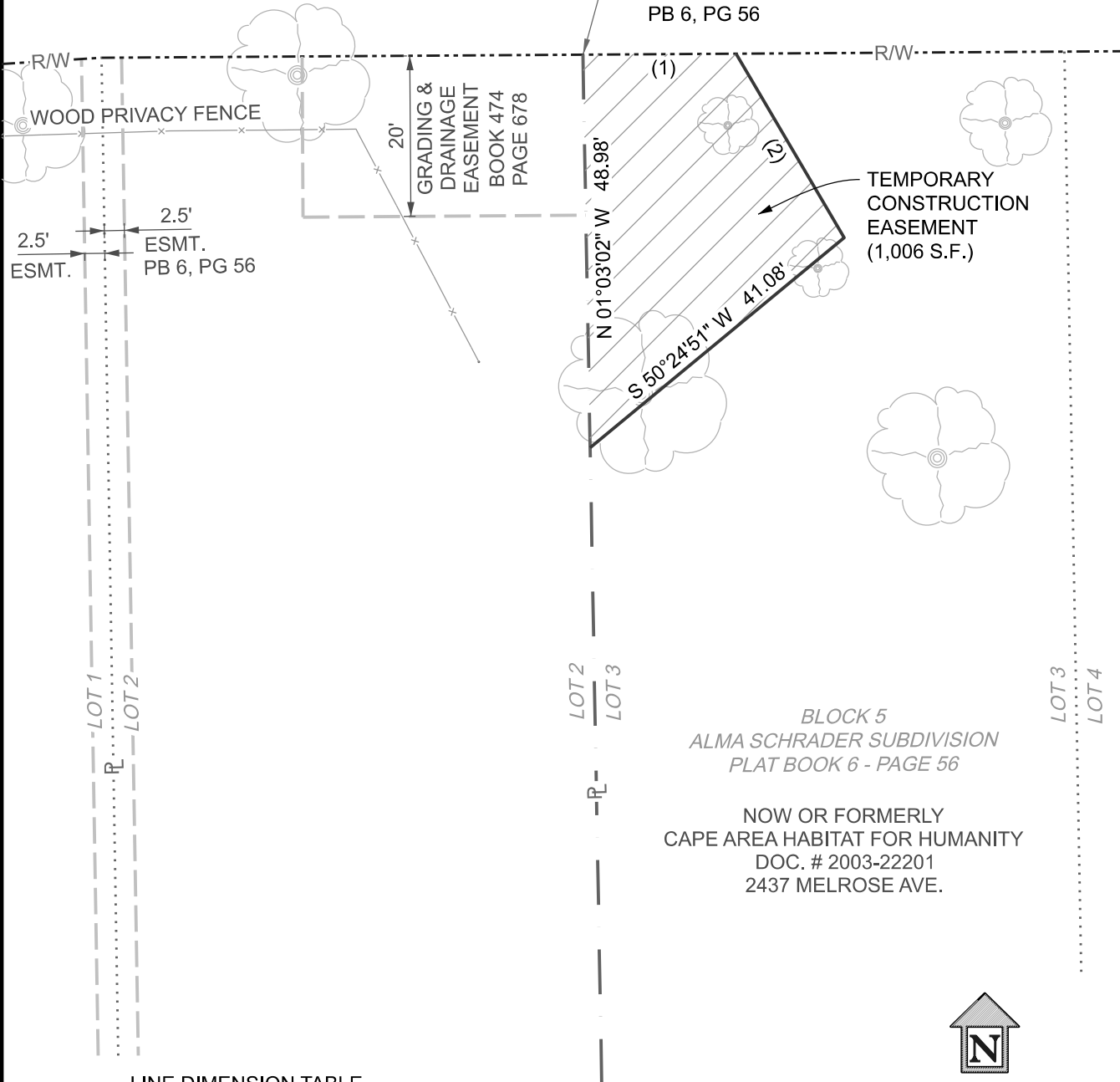
JOB NO: S23-037

DATE: 02/15/2024

SHEET: 1 OF 1

MELROSE AVENUE

P.O.B.
NW COR LOT3 BLOCK 5
ALMA SCHRADER SUBD
PB 6, PG 56



TEMPORARY
CONSTRUCTION
EASEMENT
(1,006 S.F.)

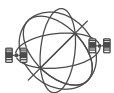
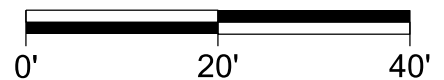
BLOCK 5
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
CAPE AREA HABITAT FOR HUMANITY
DOC. # 2003-22201
2437 MELROSE AVE.

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 89°37'39" E	19.08'
2	S 30°27'01" E	26.59'

GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR
2437 MELROSE AVE.

CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS



GRAPHIC SCALE

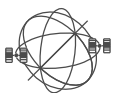
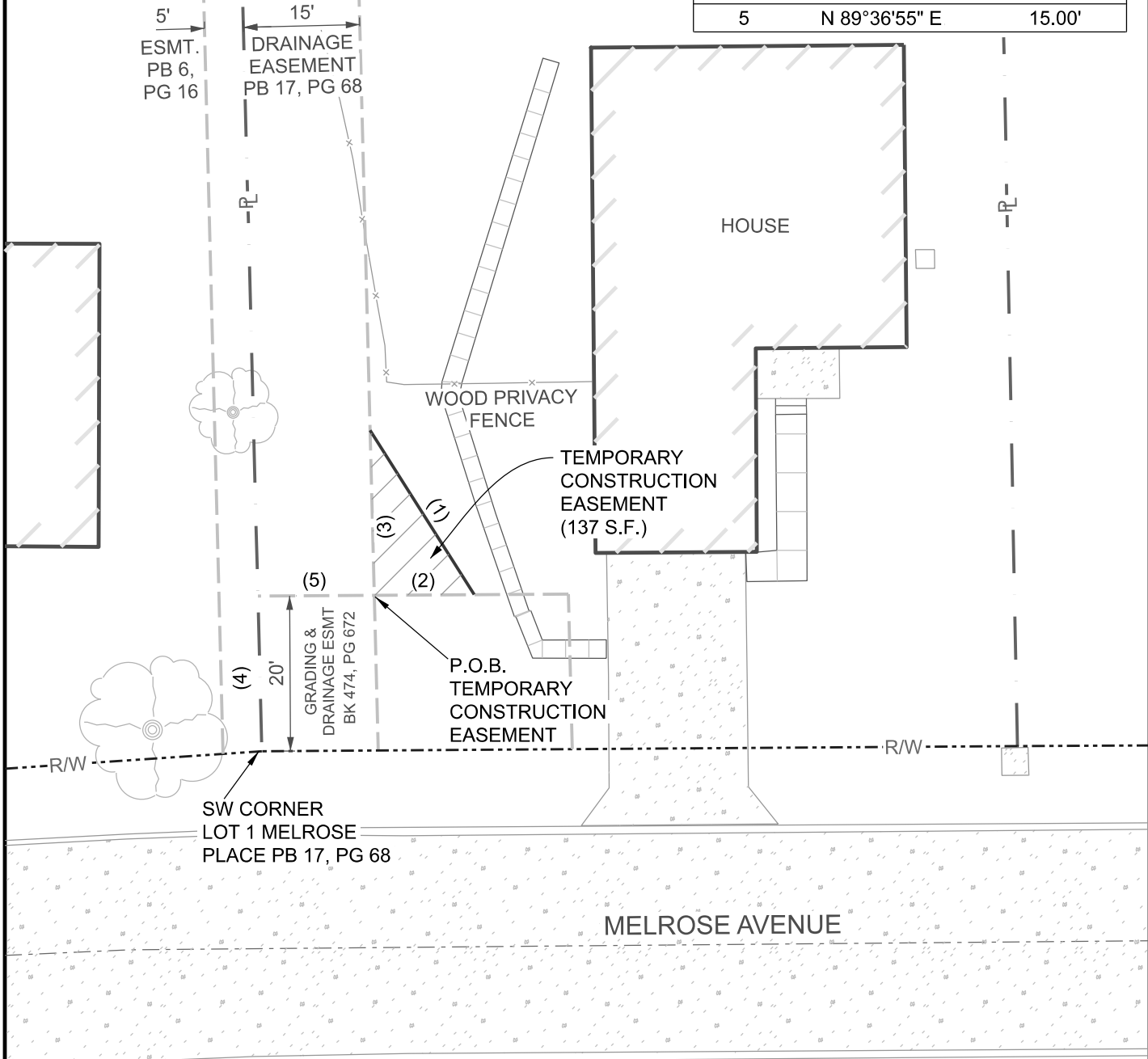


LOT 1
MELROSE PLACE
PLAT BOOK 17 - PAGE 68

NOW OR FORMERLY
ABBOTT FAMILY TRUST
DOC. # 2018-08568
2440 MELROSE AVE.

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 32°20'05" E	25.06'
2	S 89°36'55" W	12.86'
3	N 01°27'46" W	21.27'
4	N 01°27'46" W	20.00'
5	N 89°36'55" E	15.00'



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

EASEMENT SKETCH FOR 2440 MELROSE AVE.

CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

DATE: 02/23/2024

SHEET: 1 OF 1

LOT 20, BLOCK 3
SECOND SHERWOOD HILLS
PLAT BOOK 6 - PAGE 40

NOW OR FORMERLY
WARREN L MASTERS
BOOK 1158 - PAGE 25
1852 PERRYVILLE RD.

HOUSE

PERRYVILLE ROAD

15' EASEMENT
PB 6, PG 40

PERMANENT
DRAINAGE
EASEMENT
(188 S.F.)

EASEMENT
PB 6, PG 40

P.O.B.
PERMANENT
DRAINAGE
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT
(1,256 S.F.)

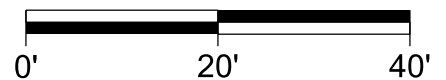
P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT

SE COR. LOT 20
SECOND SHERWOOD
HILLS PB 6, PG 40

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 40°21'26" E	22.80'
2	S 87°45'15" W	18.65'
3	S 46°57'55" W	19.45'
4	S 45°59'59" E	12.62'
5	S 44°04'01" W	14.53'
6	N 46°57'55" E	14.40'
7	N 45°19'39" W	13.34'

GRAPHIC SCALE



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

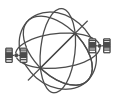
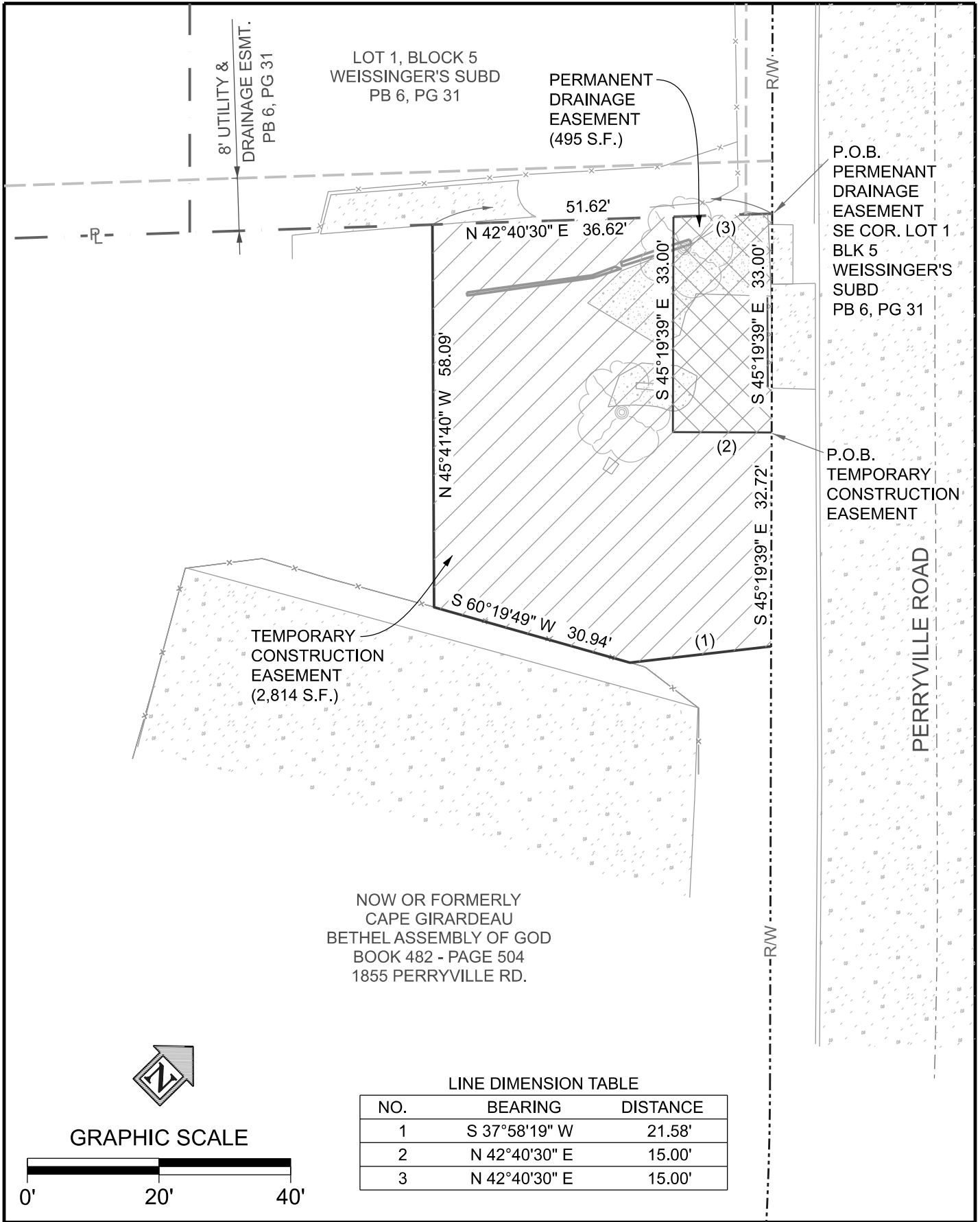
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1852 PERRYVILLE RD.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

DATE: 02/23/2024

SHEET: 1 OF 1



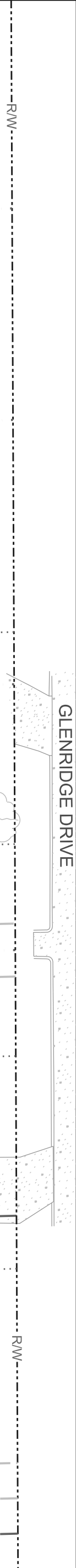
Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
 MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

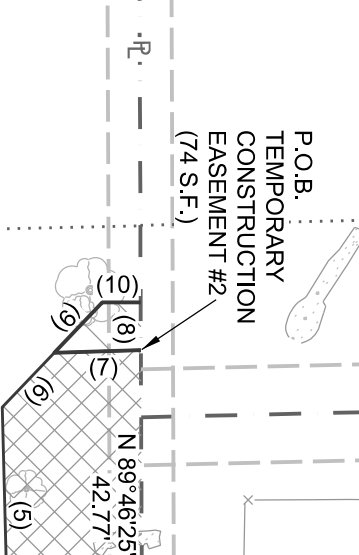
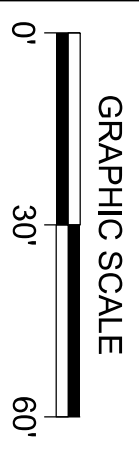
2121 Megan Drive
 Cape Girardeau, MO 63701
 Ph 573 339 5900
 Fax 573 339 1391
 www.bowenengsurv.com

EASEMENT SKETCH FOR
1855 PERRYVILLE RD.
 CAPE GIRARDEAU, MO
 PRS2 STORMWATER PROJECTS



LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 01°29'56" E	20.19'
2	S 88°32'27" W	35.00'
3	N 01°28'30" W	20.94'
4	N 89°46'25" E	35.00'
5	S 88°32'27" W	34.37'
6	N 46°27'33" W	11.74'
7	N 01°50'26" W	13.56'
8	S 89°46'25" W	7.46'
9	S 46°27'32" E	10.88'
10	S 00°01'05" E	6.02'



JOB NO.	S23-037
DATE	02/23/2024
FILE	...EASEMENTS.DGN
DWN BY	CMB
CKD BY	CCK
SCALE	1" = 30' (ANSI B)

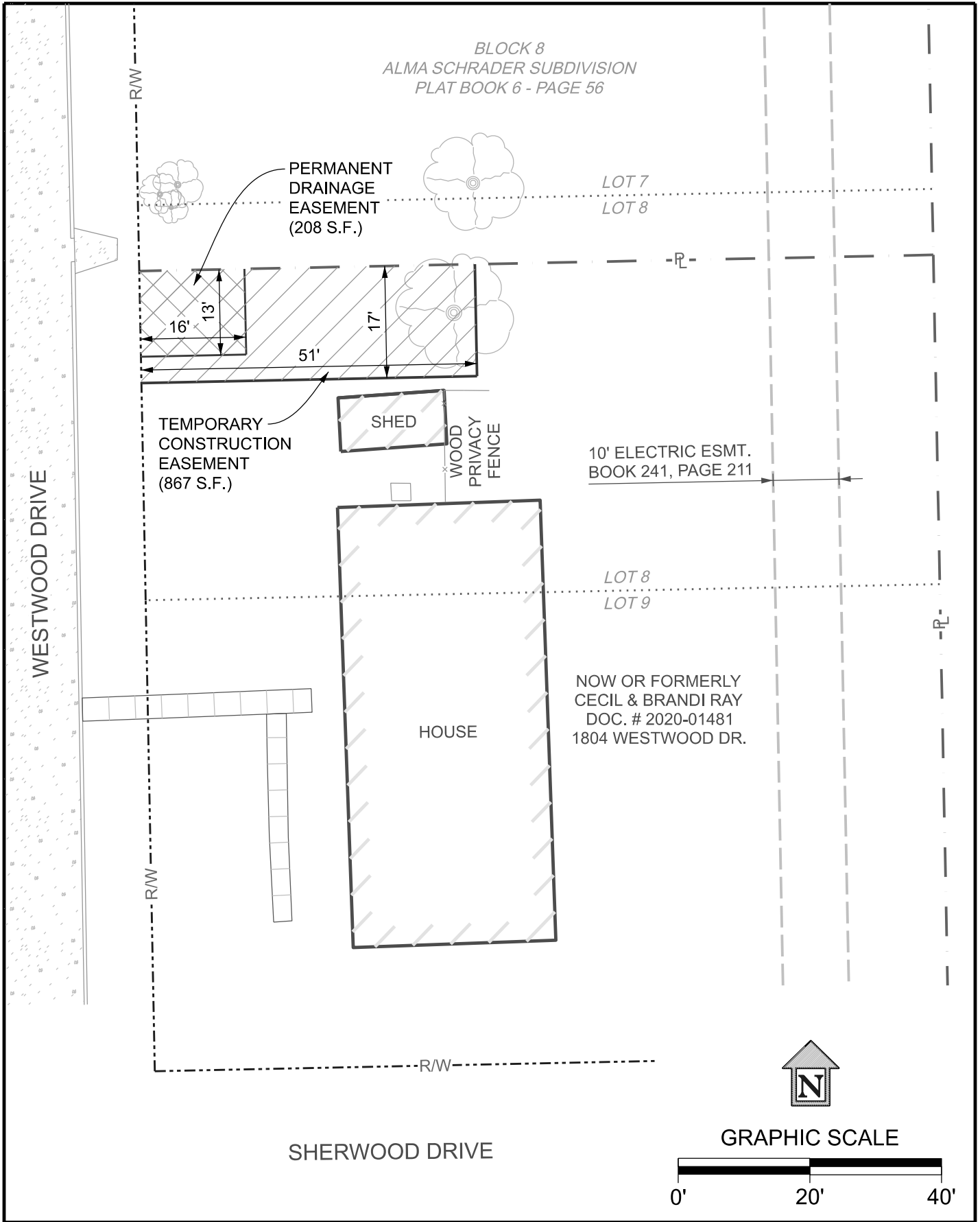
EASEMENT SKETCH FOR
BETHANY BAPTIST CHURCH PROPERTY
 CAPE GIRARDEAU, MO
 PRS2 STORMWATER PROJECTS

Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
 MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

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

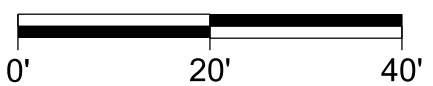
BLOCK 8
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56



NOW OR FORMERLY
CECIL & BRANDI RAY
DOC. # 2020-01481
1804 WESTWOOD DR.



GRAPHIC SCALE



Bowen
ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

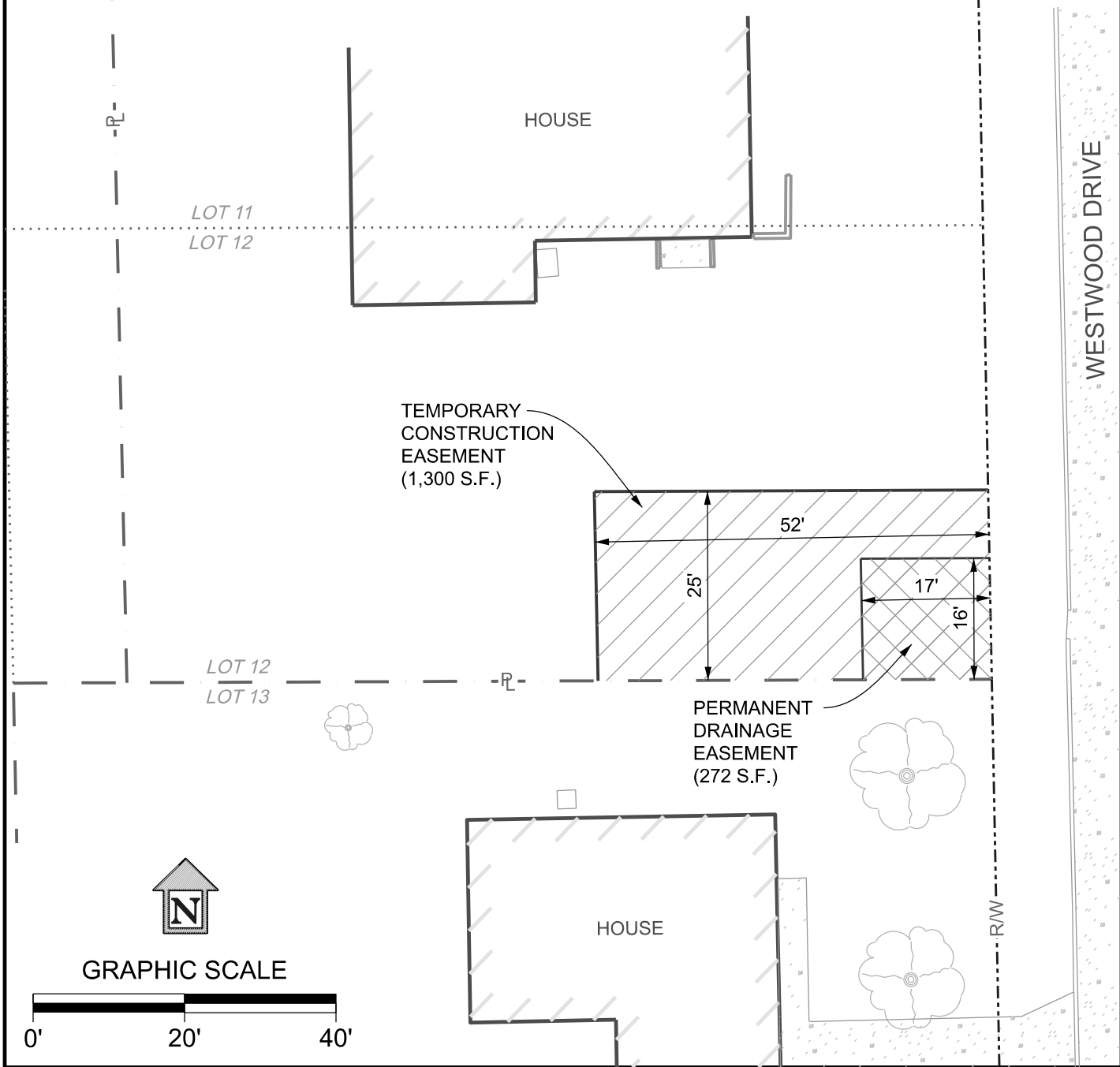
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1804 WESTWOOD DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037	DATE: 02/15/2024	SHEET: 1 OF 1
-----------------	------------------	---------------

BLOCK 6
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
PALIZA SHRESTHA & NELISH PRADHAN
DOC. # 2022-10572
1823 WESTWOOD DR.



 **Bowen**
ENGINEERING & SURVEYING, P.C.
Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #000166

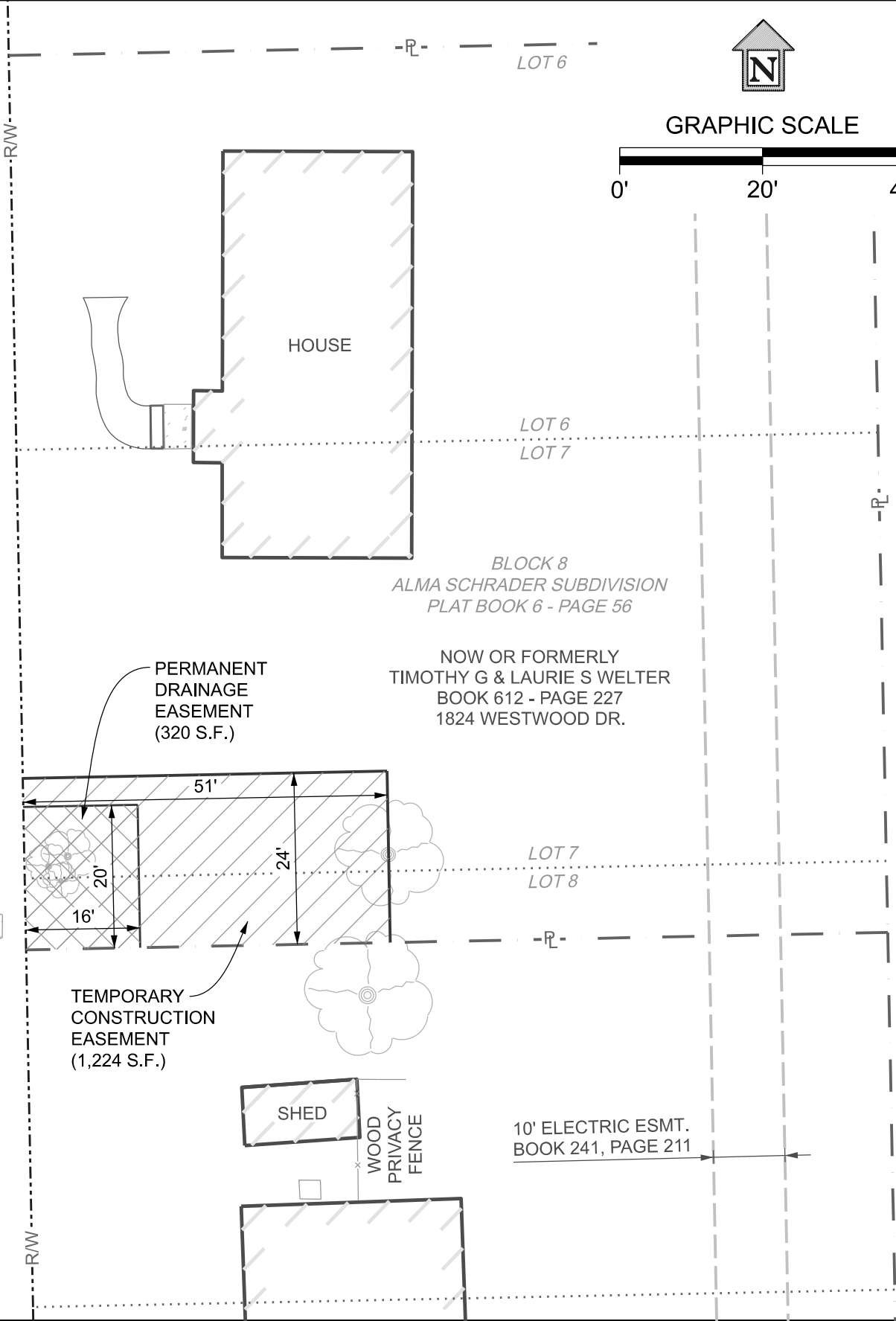
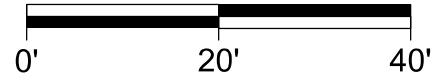
2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

EASEMENT SKETCH FOR
1823 WESTWOOD DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037	DATE: 01/18/2024	SHEET: 1 OF 1
-----------------	------------------	---------------



GRAPHIC SCALE



WESTWOOD DRIVE

R/W

R/W

LOT 6

LOT 6
LOT 7

BLOCK 8
ALMA SCHRADER SUBDIVISION
PLAT BOOK 6 - PAGE 56

NOW OR FORMERLY
TIMOTHY G & LAURIE S WELTER
BOOK 612 - PAGE 227
1824 WESTWOOD DR.

LOT 7
LOT 8

PERMANENT
DRAINAGE
EASEMENT
(320 S.F.)

TEMPORARY
CONSTRUCTION
EASEMENT
(1,224 S.F.)

SHED

WOOD
PRIVACY
FENCE

10' ELECTRIC ESMT.
BOOK 241, PAGE 211



Bowen

ENGINEERING & SURVEYING, P.C.

Engineering Corporation Land Surveying Corporation
MO State Cert. of Authority #000383 MO State Cert. of Authority #HOUSE

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

EASEMENT SKETCH FOR
1824 WESTWOOD DR.
CAPE GIRARDEAU, MO
PRS2 STORMWATER PROJECTS

JOB NO: S23-037

DATE: 02/15/2024

SHEET: 1 OF 1

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance approving the record plat of Weston Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a one-lot commercial subdivision at 1217 and 1225 William Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Weston Subdivision, located at 1217 and 1225 William Street and zoned C-1 (General Commercial). The plat combines two lots. The plat shows an exception for the omission of the required 10-foot utility easement along the front and rear lot lines. Staff supports the exception because there are no existing or proposed utilities in the areas where the easement is required.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
25-05-RP_Weston_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Weston Subdivision - Staff RRA Form
Map_-_Weston_Subdivision.pdf	Weston Subdivision - Map
Application_-_Weston_Subd..pdf	Weston Subdivision - Application
S24096.pdf	Weston Subdivision - Record Plat

BILL NO. 25-05

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE
RECORD PLAT OF WESTON SUBDIVISION

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

ARTICLE 1. The record plat of Weston Subdivision, being a Resubdivision of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of The Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, submitted by Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 23rd day of October, 2024, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk




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

FILE: **Weston Subdivision**

LOCATION: 1225 & 1217 William Street

STAFF REVIEW & COMMENTS:

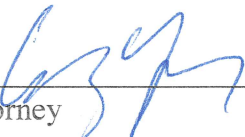
A record plat has been submitted to combine two (2) lots at 1225 & 1217 William Street. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

9/26/24

Date

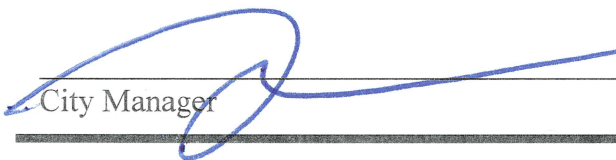


City Attorney

9/30/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

10/2/24

Date

Planning & Zoning Commission

RECOMMENDED ACTION:

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

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



Chris Martin
Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ Effective Date: _____

Weston Subdivision



256733



SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

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

Name of Subdivision WESTON SUBDIVISION		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant Weston Burnett		Property Owner of Record <input type="checkbox"/> Same as Applicant SPEED WASH AMERICA LLC	
Mailing Address 243 Co. Rd 1023	City, State, Zip Bardwell, KY 42023	Mailing Address	City, State, Zip
Telephone 270-705-9011	Email wes.speedwash@gmail.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Weston Burnett		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Bowen Engineering & Surveying		Developer (if other than Applicant)	
Mailing Address 2121 Megan Drive	City, State, Zip Cape Girardeau, MO	Mailing Address	City, State, Zip
Telephone 573-339-5900	Email chriskelley@bowenengsurv.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

- Review Fee (payable to City of Cape Girardeau) \$22.00 per lot (**\$220.00 minimum**)
- Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

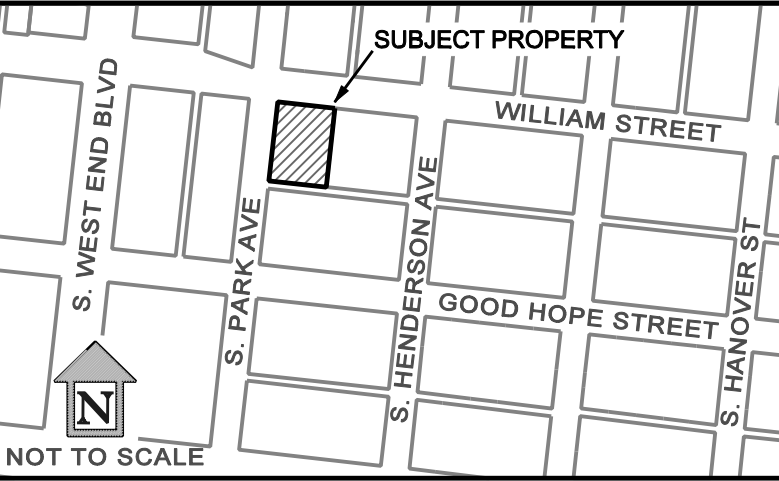
CERTIFICATION

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

 **CHRIS KELLEY**
Applicant Signature and Printed Name

9/9/2024
Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
9-10-24		15716	
Review Fee Received \$	Recording Fee Received \$	<input checked="" type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
220	46	031547	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date



SURVEY NOTES:

This Survey Creates A New 1 Lot Subdivision From The Parent Tract Recorded In Document No. 2023-02398

Measured Dimensions Shown Without Parentheses Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East CORS Station MOJK Of The MoDOT GPS RTK Network

Latitude	37° 24' 44.45840"	North
Longitude	89° 39' 00.22115"	West
Ellipsoid Height	384.012	U.S. Survey Feet
Northing	575,957.276	U.S. Survey Feet
Easting	1,067,059.319	U.S. Survey Feet
Elevation	476.96	U.S. Survey Feet

As Published On National Geodetic Data Sheets, Retrieval Date December 28, 2023 And Converted From Meters To U.S. Survey Feet.

Survey Class - Urban

An Exception is shown for the omission of the required 10-foot utility easement along the front and rear lot lines.

REFERENCES:

West End Place Second Addition, Plat Book No. 2, Page No. 13

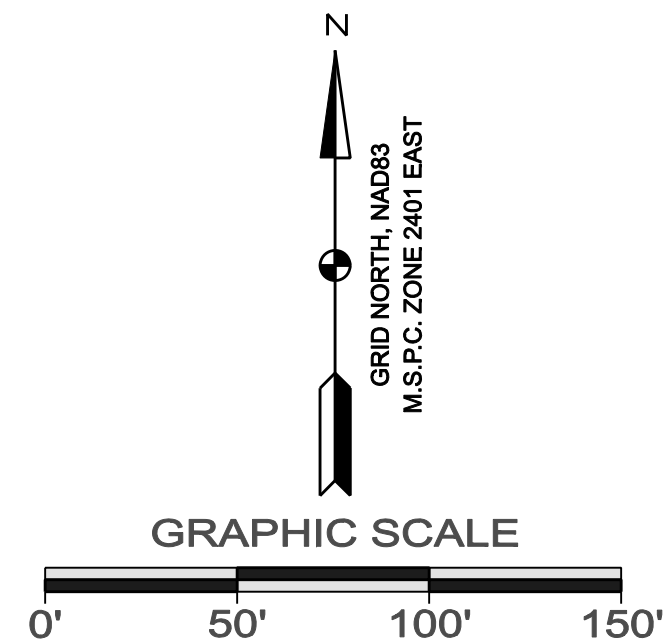
General Warranty Deed, Doc. No. 2023-02398 (Subject)
General Warranty Deed, Doc. No. 2021-14885 (Adjoiner)

Online Mapping Records For Cape Girardeau, County
<https://maps.camavision.com/capegirardeaumo>

ZONING AND LOT INFORMATION:

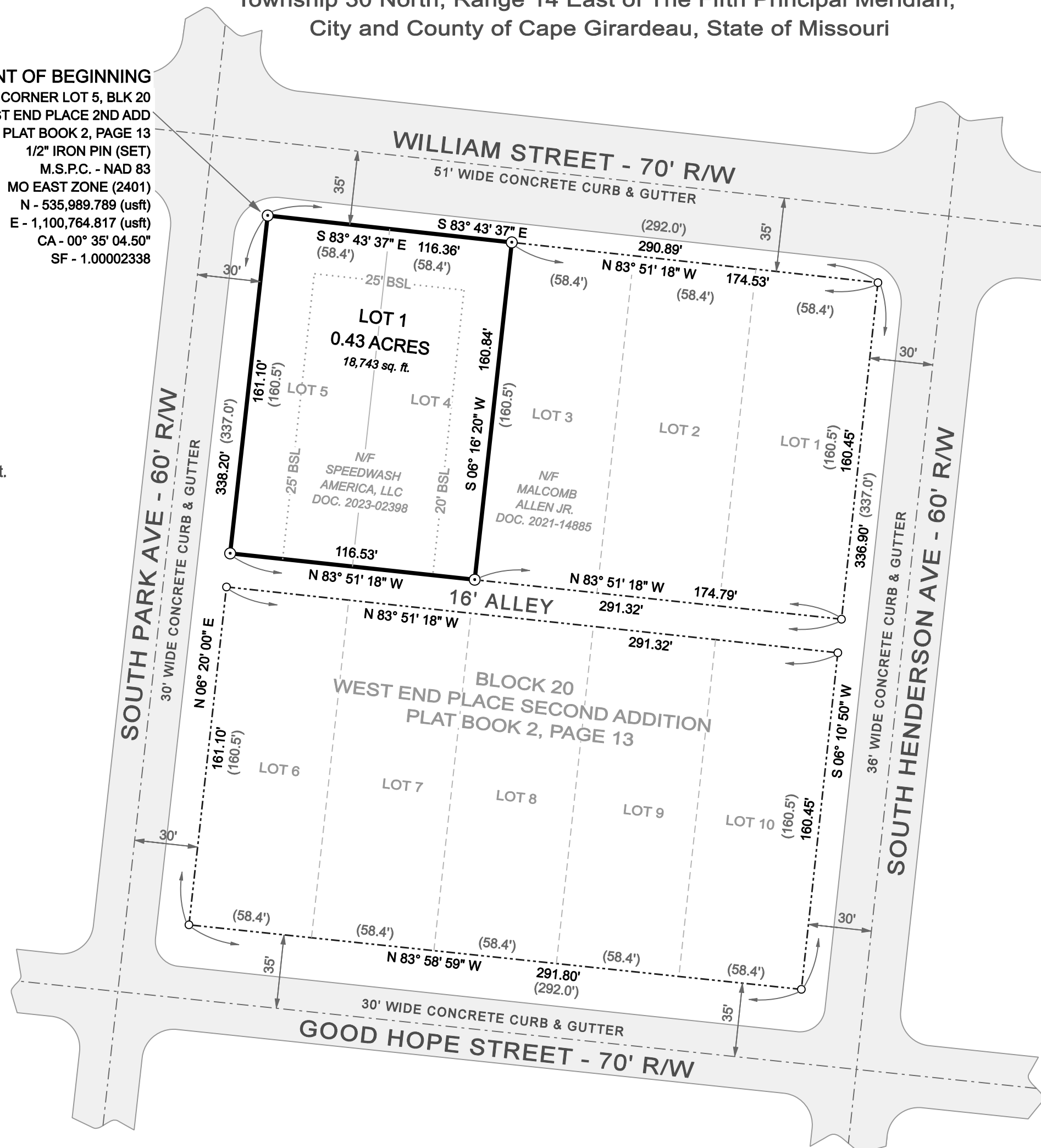
Zoning: C-1, General Commercial District
Maximum Height: 40 Feet, Not to Exceed Three Stories
Minimum Lot Area: None
Minimum Lot Width: None
Minimum Setbacks:
Front Yard - Twenty-five (25) Feet
Rear Yard - None, Except Twenty (20) Feet when Adjacent to a Residential use or District, or Ten (10) Feet when Adjacent to an Agricultural use or District.
Side Yard - None, Except Twenty (20) Feet when Adjacent to a Residential use or District, or Ten (10) Feet when Adjacent to an Agricultural use or District.
Minimum Open Space: Fifteen (15) Percent of the Lot Area.

Number of Lots - 1
Lot 1 - 0.43 Acres (18,743 sq. ft.)
Total Area of Subdivision - 0.43 Acres (18,743 sq. ft.)



POINT OF BEGINNING

NW CORNER LOT 5, BLK 20
WEST END PLACE 2ND ADD
PLAT BOOK 2, PAGE 13
1/2" IRON PIN (SET)
M.S.P.C. - NAD 83
MO EAST ZONE (2401)
N - 535,989.789 (usft)
E - 1,100,764.817 (usft)
CA - 00° 35' 04.50"
SF - 1.00002338



SURVEY MONUMENT NOTES:

- ⊙ - SET 1/2" IRON PIN WITH 1-1/2" ALUMINUM CAP
- - ANGLE POINT (NO CORNER SET)

LEGEND:

SUBDIVISION BOUNDARY LINE	—————
CENTERLINE	-----
RIGHT OF WAY LINE	-----
BUILDING SETBACK LINE 20' BSL
LOT LINE TO BE ELIMINATED	-----
ORIGINAL LOT LINE	-----

FLOOD ZONE NOTE:

This Property Is in Zone X, An Area Outside The 100 Year Flood Zone as Delineated On The Flood Insurance Rate Map, Community Panel Number 29031C0266E, Which Bears an Effective Date Of September 29, 2011.

FILED FOR RECORD

State of Missouri)
County of Cape Girardeau) ss

Filed For Record This _____ Day of _____, 2024 A.D.
and Duly Recorded in Document No. _____

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

RECORD PLAT
WESTON SUBDIVISION

A Resubdivision of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of The Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri

SUBDIVISION DEDICATION

The Undersigned, Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, the Owner of Lots 4 and 5, Block 20 of West End Place Second Addition, as Recorded in Plat Book 2, at Page 13 in the Land Records of the County Recorder's Office and Being a Part of Outlots 25 and 26, United States Private Survey No. 2199, Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, Being More Particularly Described as Follows:

Beginning at a 1/2" Iron Pin (set) at the Northwest corner of Lot 5, Block 20 of said West End Place Second Addition, said point being on the East Right of Way line of South Park Avenue and the South Right of Way line of William Street; Thence S 83° 43' 37" E, 116.36 feet along said South Right of Way line and the North line of said Lots 4 and 5 to a 1/2" Iron Pin (set) at the Northeast corner of said Lot 4; Thence leaving said South Right of Way line, S 06° 16' 20" W, 160.84 feet, along the East line of said lot 4 to a 1/2" Iron Pin (set) at the Southeast corner said Lot 4; Thence N 83° 51' 18" W, 116.53 feet along the South line of said Lots 4 and 5 to a 1/2" Iron Pin (set) at the Southwest corner of said Lot 5, said point also being on the East Right of Way line of South Park Avenue; Thence N 06° 20' 00" E, 161.10 feet, along said East Right of Way to the Point of Beginning, containing 0.43 Acres (18,743 sq. ft.), more or less.

Hereby declare that I have caused said land to be combined into one lot as shown hereon, which is a true and correct representation of said subdivision, which is hereby named Weston Subdivision.

Daniel Burnett Date
Member

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

Before Me, a Notary Public for Said State and County, Personally Appeared Daniel Burnett, Member of Speedwash America, LLC, a Kentucky Limited Liability Company, Known to Me to Be the Person Described Herein, Who Acknowledged That He Executed the Foregoing Instrument as the Free Act and Deed of Said Limited Liability Company.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

I, _____, City Clerk of The City of Cape Girardeau, Missouri, Hereby Certify That This Plat Was Approved By The City Council of The City of Cape Girardeau, Missouri By Ordinance No. _____ Passed and Approved, This _____ Day Of _____, 2024 A.D.

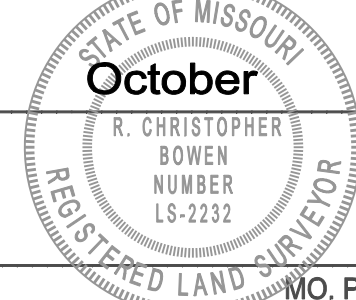
City Clerk of the City of Cape Girardeau, Missouri

SURVEYOR'S CERTIFICATION

This is to certify that at the request of Weston Burnett, the tract shown hereon was surveyed under my direct supervision, and the results of said survey are represented correctly on this plat. Said survey was executed in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Division of Weights and Measures. There may exist other documents that could affect this parcel, of which an accurate and current title search may disclose. In witness whereof, I hereunto set my seal and signature;

This **23rd** Day of **October**, 2024 A.D.

R. Christopher Bowen



MO. PLS #2232

2121 Mesa Pike
Cape Girardeau, MO 63703
Ph 573 339 5900
Fax 573 339 1391
www.boweneng.com

Bowen
ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories

Bowen Engineering & Surveying, P.C.
Engineering Corporation - Missouri State Certificate of Authority #000383
Land Surveying Corporation - Missouri State Certificate of Authority #000166

SPEEDWASH AMERICA, LLC
243 COUNTY ROAD 1023
BARDWELL, KY 42023

DESCRIPTION	DATE

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JOB NO.	S24-096
DATE	OCT. 23, 2024
FILE	S24096.DGN
CAICE	S24096.ZIP
DWN BY	RWB
CKD BY	CCK
SCALE	1" = 50'

ORIGINAL SURVEY

SHEET NO.
1 of 1

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

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

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot commercial subdivision at 2502 and 2510 Veterans Memorial Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for Midamerica Crossings Fourth Subdivision, located at 2502 and 2510 Veterans Memorial Drive and zoned C-2 (Highway Commercial). The plat subdivides a lot and a former right-of-way tract to create two new lots. The plat shows an exception for the omission of the required 10-foot utility easement along the rear (south) lot line of Lot 2. Staff supports the exception because there are no existing or proposed utilities in the area where the easement is required.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 13, 2024 meeting, recommended approval of the record plat with a vote of 8 in favor, 1 in opposition, and 0 abstaining.

ATTACHMENTS:	
Name:	Description:
25-06-RP_MidAmerica_Crossings_Fourth_Sub.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Midamerica Crossings Fourth Subdivision - Staff RRA Form
Map - Midamerica_Crossings_Fourth_Subdivision_(Revised).pdf	Midamerica Crossings Fourth Subdivision - Map
Application - Midamerica_Crossings_Fourth.pdf	Midamerica Crossings Fourth Subdivision - Application
39333_Mid_America_Crossings_Fourth_Subdivision_Plat.pdf	Midamerica Crossings Fourth Subdivision - Record Plat

BILL NO. 25-06

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
MIDAMERICA CROSSINGS FOURTH SUBDIVISION

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

ARTICLE 1. The record plat of Midamerica Crossings Fourth Subdivision, being All of Lot Five (5) of Midamerica Crossings as Recorded in Document No. 2016-14260 in the County land records, and the former Eastern Right-of-Way of Limbaugh Lane as recorded in Document No. 2017-09909 and Document No. 2017-10860 in the County land records, all in Section 22, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by Midamerica Hotels Corporation, bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated the 17th day of December, 2024, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk




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

FILE: **Midamerica Crossings Fourth Subdivision**

LOCATION: Veterans Memorial Drive &
 Limbaugh Lane

STAFF REVIEW & COMMENTS:

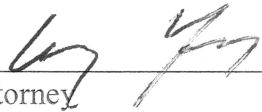
A record plat has been submitted to subdivide a parcel into two (2) lots along Veterans Memorial Drive & Limbaugh Lane. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

11/5/24

 Date

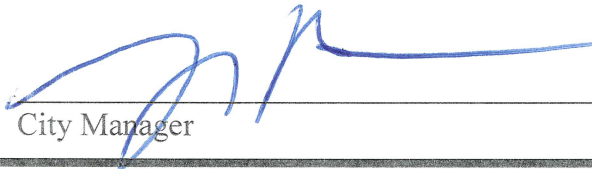


 City Attorney

11/6/24

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

11-4-24

 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Martin	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emily McElreath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 1 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



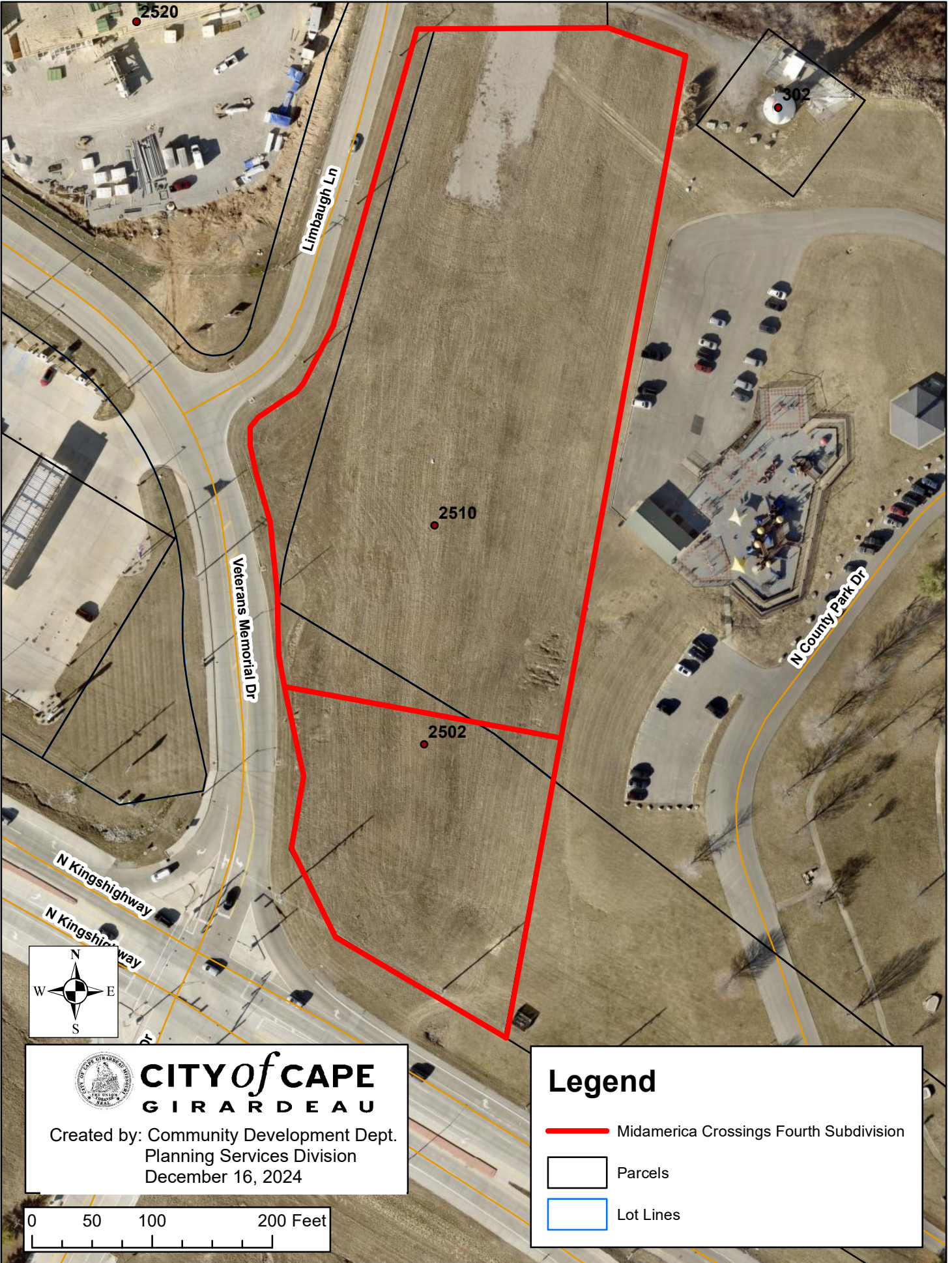
 Chris Martin
 Planning & Zoning Commission Secretary

City Council Action

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

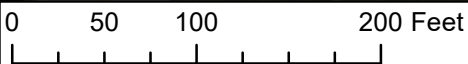
ORDINANCE # _____ Effective Date: _____

Midamerica Crossings Fourth Subdivision






CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Planning Services Division
December 16, 2024



Legend

-  Midamerica Crossings Fourth Subdivision
-  Parcels
-  Lot Lines



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

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

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

In addition to this completed application form, the following items must be submitted:
 Review Fee (payable to City of Cape Girardeau) \$22.00 per lot (**\$220.00 minimum**)
 Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

CERTIFICATION

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

Susan Dodds Susan Dodds
Applicant Signature and Printed Name

10/10/2024
Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>10/11/24</u>		<u>15829</u>	
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date

City of Cape Girardeau Subdivision Plat Requirements (Record Plats)

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

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

NAME OF SUBDIVISION: Mid-America Crossings Fourth Subdivision

- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates
- Sheet number, if plat consists of more than one sheet
- Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or include "RESUBDIVISION"
- Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI"
- References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels
- Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and each lot checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, drainage, access, etc.); include Book and Page or Document Number, if recorded
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width
- All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement
- Notes:
 - Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)
 - Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)

MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)

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

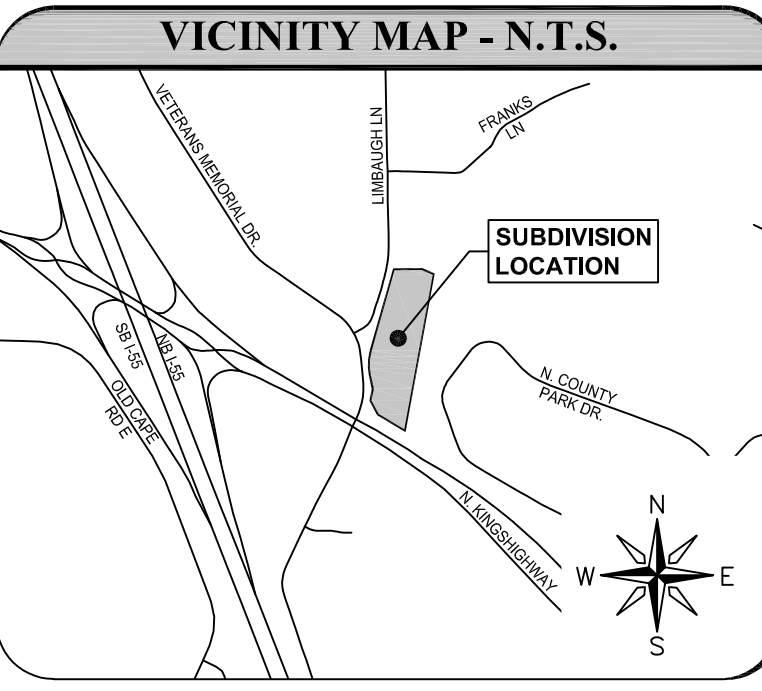
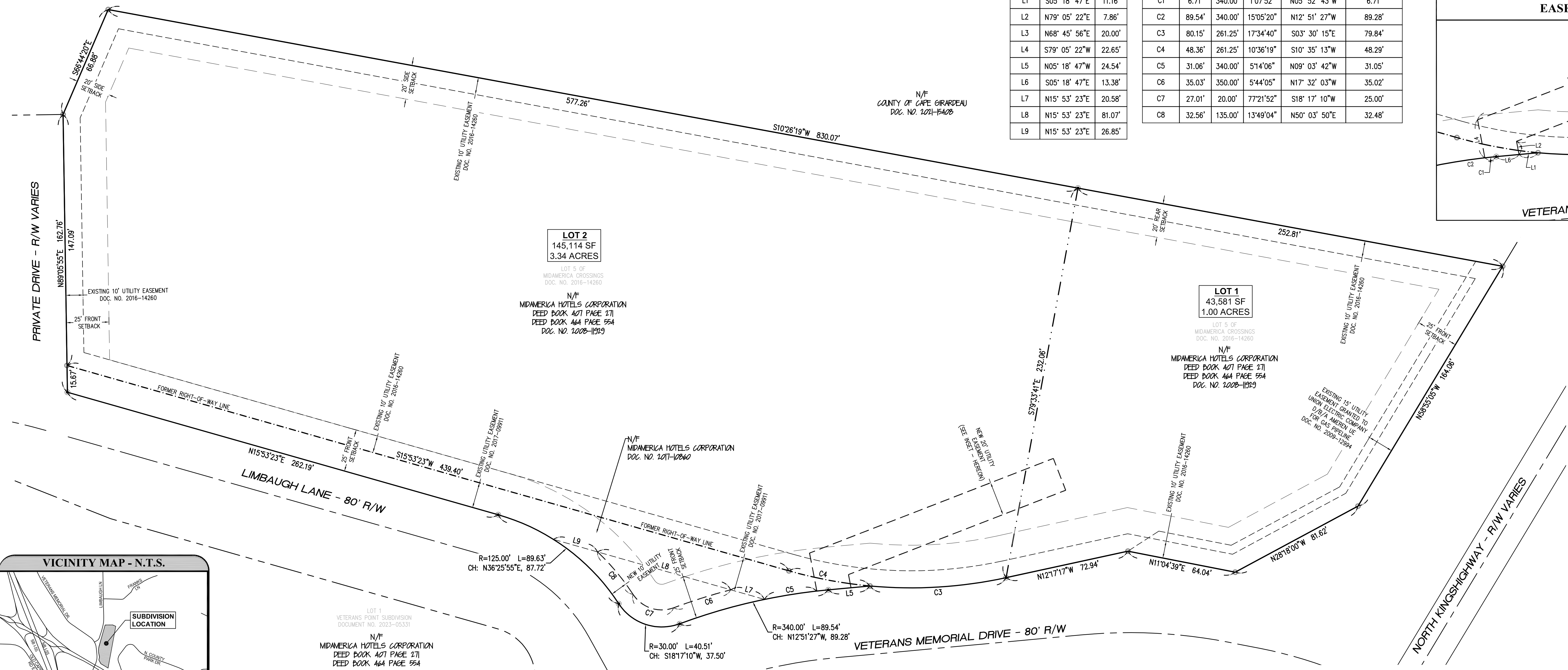
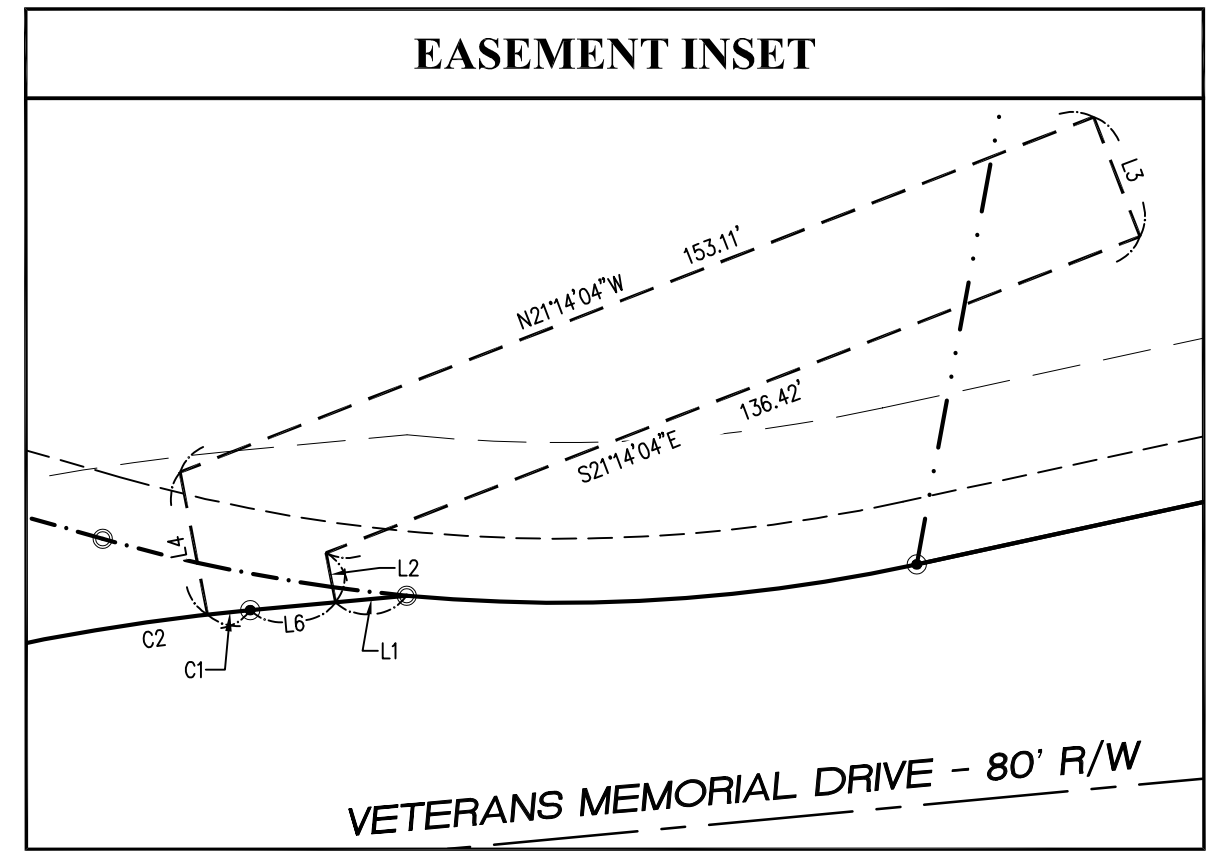
RECORD PLAT FOR MIDAMERICA CROSSINGS FOURTH SUBDIVISION

ALL OF LOT FIVE (5) OF MIDAMERICA CROSSINGS AS RECORDED IN DOCUMENT NO. 2016-14260 IN THE COUNTY LAND RECORDS, AND THE FORMER EASTERN RIGHT-OF-WAY OF LIMBAUGH LANE AS RECORDED IN DOCUMENT NO. 2017-09909 AND DOCUMENT NO. 2017-10860 IN THE COUNTY LAND RECORDS, ALL IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S05° 18' 47"E	11.16'
L2	N79° 05' 22"E	7.86'
L3	N68° 45' 56"E	20.00'
L4	S79° 05' 22"W	22.65'
L5	N05° 18' 47"W	24.54'
L6	S05° 18' 47"E	13.38'
L7	N15° 53' 23"E	20.58'
L8	N15° 53' 23"E	81.07'
L9	N15° 53' 23"E	26.85'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	6.71'	340.00'	1'07"52"	N05° 52' 43"W	6.71'
C2	89.54'	340.00'	15'05"20"	N12° 51' 27"W	89.28'
C3	80.15'	261.25'	17'34"40"	S03° 30' 15"E	79.84'
C4	48.36'	261.25'	10'36"19"	S10° 35' 13"W	48.29'
C5	31.06'	340.00'	5'14"06"	N09° 03' 42"W	31.05'
C6	35.03'	350.00'	5'44"05"	N17° 32' 03"W	35.02'
C7	27.01'	20.00'	77'21"52"	S18° 17' 10"W	25.00'
C8	32.56'	135.00'	13'49"04"	N50° 03' 50"E	32.48'



SUBDIVISION NOTES	
RECORD OWNER MIDAMERICA HOTELS CORPORATION DOCUMENT NO. 2008-11929 DOCUMENT NO. 2017-10860	ZONING REGULATIONS ZONING: C2 - HIGHWAY COMMERCIAL DISTRICT FRONT: TWENTY-FIVE (25) FEET. REAR: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT. SIDE: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT. MAXIMUM HEIGHT: SIXTY (60) FEET, NOT TO EXCEED FIVE STORIES. MINIMUM LOT AREA: NONE. MINIMUM LOT WIDTH: NONE. MINIMUM OPEN SPACE: FIFTEEN (15) PERCENT OF THE LOT AREA.
REFERENCES MIDAMERICA HOTELS CORPORATION DEED BOOK 407 PAGE 271 DOCUMENT NO. 2008-11929 DOCUMENT NO. 2017-10860 DOCUMENT NO. 2017-09909 MIDAMERICA CROSSINGS DOCUMENT NO. 2016-14260 VETERANS POINT SUBDIVISION DOCUMENT NO. 2023-05331	LOT SIZES TOTAL NUMBER OF LOTS: 2 LOTS LARGEST LOT AREA: 145,114 SF (3.34 ACRES) SMALLEST LOT AREA: 43,581 SF (1.00 ACRES) TOTAL SUBDIVISION AREA: 188,695 SF (4.34 ACRES)
FLOODPLAIN NOTE NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0251E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.	

SUBDIVISION DEDICATION

THE UNDERSIGNED, MIDAMERICA HOTELS CORPORATION, A MISSOURI CORPORATION, OWNER IN FEE OF ALL OF LOT FIVE (5) OF MIDAMERICA CROSSINGS AS RECORDED IN DOCUMENT NO. 2016-14260 IN THE COUNTY LAND RECORDS, AND THE FORMER EASTERN RIGHT-OF-WAY OF LIMBAUGH LANE AS RECORDED IN DOCUMENT NO. 2017-09909 AND DOCUMENT NO. 2017-10860 IN THE COUNTY LAND RECORDS, ALL IN SECTION 22, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 4.34 ACRES, MORE OR LESS, DOES HEREBY CAUSE SAID LAND TO BE SUBDIVIDED INTO TWO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "MIDAMERICA CROSSINGS FOURTH SUBDIVISION". THE NEW UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI, IN PERPETUITY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY SAID CITY TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH SYSTEMS. SAID SUBDIVISION IS SUBJECT TO PRIVATE RESTRICTIONS AND COVENANTS AS SET OUT IN A SEPARATE INSTRUMENT ON FILE IN THE LAND RECORDS OF SAID COUNTY.

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL M. DRURY, PRESIDENT OF MIDAMERICA HOTELS CORPORATION, A MISSOURI CORPORATION, WHO, BEING BY ME DULY SWORN, DID STATE THAT HE IS THE PERSON DESCRIBED HEREIN, AND THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID CORPORATION, IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____

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

CITY CLERK, CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

FILED FOR RECORD THIS _____ DAY OF _____, A.D., 20____ IN DOCUMENT NUMBER _____.

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

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE, CAPE GIRARDEAU, MO 63701
(573) 335-3026

NOTE

AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 10-FOOT UTILITY EASEMENT ALONG THE REAR (SOUTH) LOT LINE OF LOT 2.

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

KOEHLER

Professional Engineers & Land Surveyors

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

DRAWN BY:	REV DATE:	DESCRIPTION:	INITIALS:
SUSAN DODDS	11/11/24	ADDRESS CITY REVIEW COMMENTS	SD
TRAVIS STEFFENS	12/5/24	ADDING ROW	SD
CHECKED BY:	OCTOBER 2022		
SURVEY DATE:	OCTOBER 10, 2024	ADDRESS CITY REVIEW COMMENTS	SD
DRAWING DATE:	12/11/24	ADDRESS CITY REVIEW COMMENTS	SD
DRAWING NO:	39333	ADDRESS CITY REVIEW COMMENTS	SD

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance to establish No Parking Zones at the following locations:

- Veterans Memorial Drive - East and West sides, Scenic Drive to Hopper Road.
- Veterans Memorial Drive - East and West sides, LaSalle Avenue to County Road 306.
- Veterans Memorial Drive - East and West sides, Kingshighway to Jim Drury Way.
- Veterans Memorial Drive - East and West sides, starting at the intersection of Jim Drury Way and continuing north to the end of pavement.
- Jim Drury Way - South side, from Veterans Memorial Drive to Limbaugh Lane.

And to repeal a No Parking Zone at the following location:

- Jim Drury Way - North side, from Veterans Memorial Drive to Limbaugh Lane.

by amending Traffic Schedule F of the City Code.

BACKGROUND/DISCUSSION

The attached ordinance establishes No Parking Zones at the above mentioned locations and repeals Ordinance 5217 which previously established no parking at Jim Drury Way - North side, from Veterans Memorial Drive to Limbaugh Lane.

FINANCIAL IMPACT

The No Parking signs will be installed by Public Works staff.

STAFF RECOMMENDATION

Staff recommends the City Council amend Schedule F of the Traffic Ordinance as stated in the summary attachment.

ATTACHMENTS:	
Name:	Description:
25-07-Amending_Schedule_F_No_Parking_Zones_2025.doc	Ordinance
No_Park_-_VMD_-_LaSalle_Ave_to_Cty_Rd_306.pdf	No Parking - LaSalle Ave to Cty Rd 306
No_Park_-_VMD_-_N_Kingshighway_to_City_Limits.pdf	No Parking - N Kingshighway to City Limits
No_Park_-_VMD_-_Hopper_to_Scenic.pdf	No Parking - Hopper Rd to Scenic Dr
No_Park_-_Jim_Drury_Way_-_south_side_of_St.pdf	No Parking - Jim Drury Way South Side - VMD to Limbaugh Ln.

AN ORDINANCE AMENDING SCHEDULE F OF SECTION 26-289 OF THE CITY CODE RELATED TO NO PARKING ZONES AT VARIOUS LOCATIONS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Schedule F of Section 26-289 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing no parking zones at the following locations:

- Veterans Memorial Drive - East and West sides, Scenic Drive to Hopper Road.
- Veterans Memorial Drive - East and West sides, LaSalle Avenue to County Road 306.
- Veterans Memorial Drive - East and West sides, Kingshighway to Jim Drury Way.
- Veterans Memorial Drive - East and West sides, starting at the intersection of Jim Drury Way and continuing north to the end of pavement.
- Jim Drury Way - South side, from Veterans Memorial Drive to Limbaugh Lane.

ARTICLE 2. Ordinance Number 5217, passed and approved August 19th, 2024, entitled, "An ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime on north side of Jim Drury Way, in the City of Cape Girardeau, Missouri", is hereby repealed in its entirety.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk








CITY of CAPE GIRARDEAU

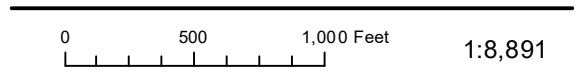
No Parking Anytime
Veterans Memorial Drive:
County Road 306 to
LaSalle Avenue



-  No Parking: VMD - both sides - County Rd 306 to LaSalle Ave
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024
Created by: Development Services
Teresa Helfner, Alliance Water Resources
Data Source(s):
City of Cape Girardeau Government, MO

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






CITY of CAPE GIRARDEAU

No Parking Anytime

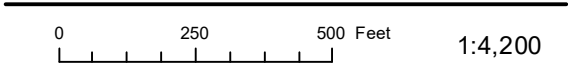
Veterans Memorial Drive:
N Kingshighway to
Jim Drury Way & then
Jim Drury Way to City Limits
(approx. 635 ft to the north)



-  No Parking: VMD - both sides - North of N Kingshighway
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024
Created by: Development Services
Teresa Hefner, Alliance Water Resources
Data Source(s):
City of Cape Girardeau Government, MO




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



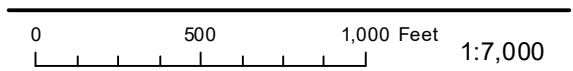
CITY of CAPE GIRARDEAU

No Parking Anytime Veterans Memorial Drive: Hopper Road to Scenic Drive



-  No Parking: VMD - both sides - Hopper to Scenic
-  Street Edges
-  Parcel

LEGEND



Date: 12/17/2024

Created by: Development Services
Teresa Hefner, Alliance Water Resources

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

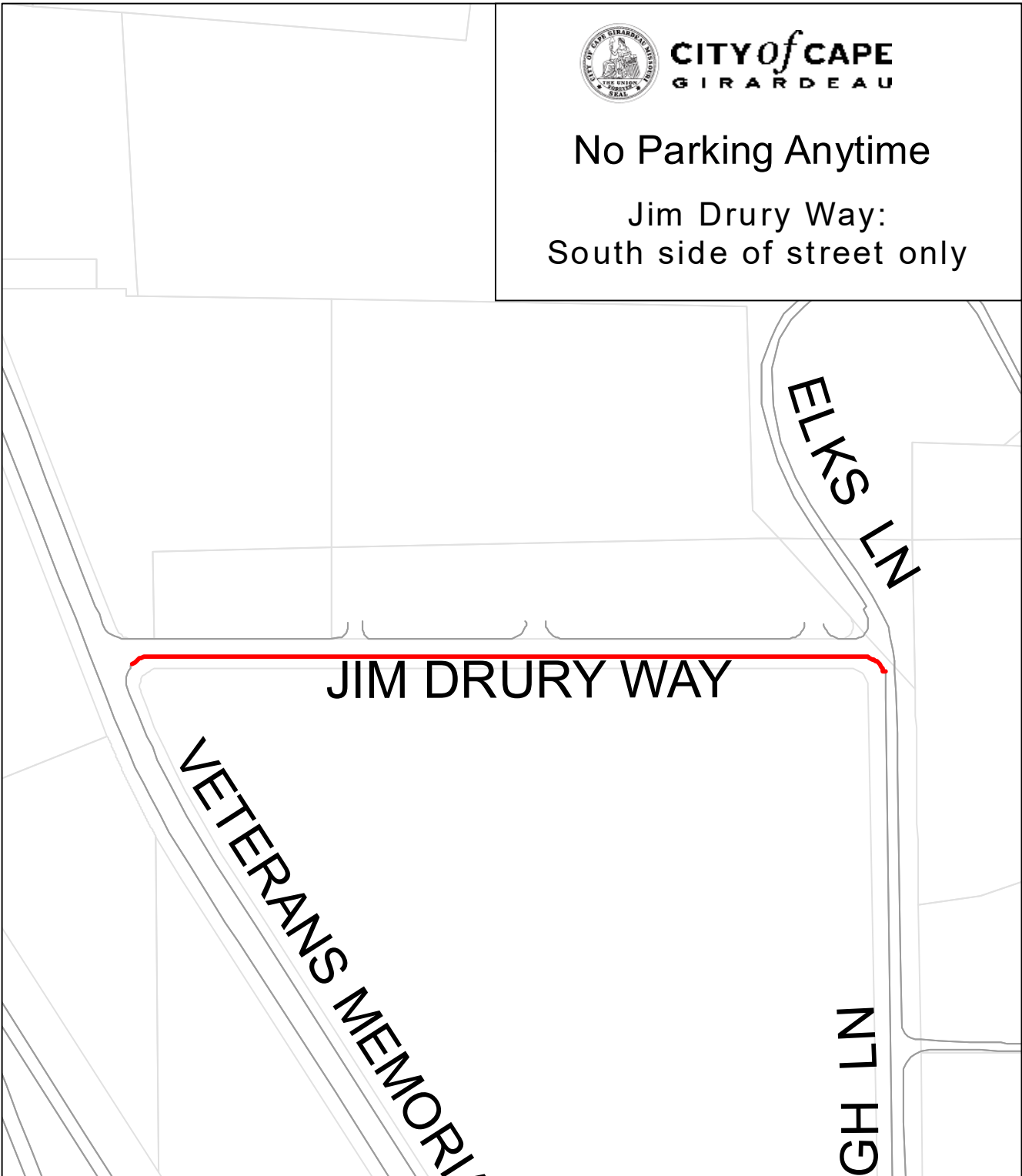
CITY of CAPE GIRARDEAU




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CITY of CAPE GIRARDEAU

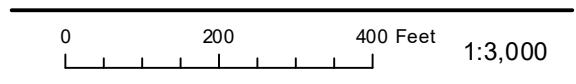
No Parking Anytime
Jim Drury Way:
South side of street only



-  No Parking: Jim Drury Way - South side only
-  Street Edges
-  Parcel



LEGEND



Date: 12/17/2024

Created by: Development Services
Teresa Helfner, Alliance Water Resources

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

CITY of CAPE GIRARDEAU

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

Staff: JoJo Stuart, Airport Manager
Agenda: 1/21/2025

SUBJECT

A Resolution authorizing the City Manager to Execute a Supplemental Agreement with Burns & McDonnell Engineering Company, Inc., for the New Terminal Building Project at the Cape Girardeau Regional Airport.

EXECUTIVE SUMMARY

The City selected Burns and McDonnell in May 2021 to serve as Owner's Representative to assist with several projects including the construction of a new terminal, construction of 26 new t-hangars with associated taxilanes, and demolition of existing hangars at the Cape Girardeau Regional Airport (CGI) in Cape Girardeau, Missouri.

The services to be provided by Burns and McDonnell under Supplemental Agreement No. 4 are additional services which are beyond the scope of services provided in the Original Agreement. This will allow Burns and McDonnell to be present for the final closeout and oversee the warranties and change orders.

FINANCIAL IMPACT

The attached Supplemental Agreement No. 4 with Burns and McDonnell, in the amount of \$65,058.00, will provide professional services as needed for the final phase of the new terminal building at the Cape Girardeau Regional Airport.

Supplemental Agreement No.4 will be funded through transferring funds from Liquidated Damages.

STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the City Manager to enter into the attached Supplemental Agreement No. 4 with Burns and McDonnell in the amount of \$65,058.00, at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
25-12_Supp_Agreement_4_Burns_and_McDonnell.doc	Resolution
CGI - New Passenger Terminal Building Supplemental Agreement No 4.pdf	Agreement

BILL NO. 25-12

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR THE NEW TERMINAL BUILDING PROJECT AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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 Supplemental Agreement with Burns & McDonnell Engineering Company, Inc., for additional construction phase services for closeout of the New Terminal Building Project at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



Airport Name: Cape Girardeau Regional Airport
Project No.: _____
County: Cape Girardeau / Scott

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 4
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 4 for Continued Construction Services is entered into by the City of Cape Girardeau, Missouri (hereinafter, "Sponsor") and BURNS & MCDONNELL ENGINEERING COMPANY, INC. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on September 3, 2021, to accomplish a project at the Cape Girardeau Regional Airport related to engineering and architectural services for the procurement of a design-builder for the airport terminal, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 4 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 4 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section 17 of the Original Agreement and Exhibit I – SA4, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9 of the Original Agreement.

(B) The costs of Supplemental Agreement No. 4 shall be in addition to the cost of the Original Agreement.

(C) The maximum amount payable included in Section 9 of the Original Agreement are hereby modified not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	SUPPLEMENTAL AGREEMENT NO. 2	SUPPLEMENTAL AGREEMENT NO. 3	SUPPLEMENTAL AGREEMENT NO. 4	TOTAL
<i>MAX. FEE PAYABLE</i>	\$592,357.00	\$189,380.00	\$216,919.00	\$131,212.00	\$65,058.00	\$1,194,926.00

(D) Estimated costs for the services in Supplemental Agreement No. 4 are defined in Exhibit II – SA4 and Exhibit III – SA4, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be ninety (90) calendar days. The projected completion date shown on Exhibit VI is now revised to November 27, 2025, which includes time for performance of all remaining services in the Original Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, and the services in Supplemental Agreement No. 4 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Participation Obtained by Consultant: The Consultant shall not be obligated to obtain DBE participation under this Supplemental Agreement No. 4.

(5) SUBCONSULTANTS:

(A) The Consultant agrees that there shall be no transfer of engineering services performed under this Supplemental Agreement No. 4 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 4.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 4, the Original Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2, and Supplemental Agreement No. 3 between the parties shall remain in full force and effect and the terms of the Original Agreement, Supplemental Agreement No. 1, Supplemental Agreement No. 2, and Supplemental Agreement No. 3 shall extend and apply to this Supplemental Agreement No. 4.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 4 on the date last written below.

Executed by the Consultant this _____ day of _____, 20 ____.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT
Burns & McDonnell Engineering Company,
Inc.

SPONSOR
City of Cape Girardeau, Missouri

By _____
Breck Washam
Senior Vice President

By _____
Dr. Kenneth Haskin
City Manager

ATTEST:

ATTEST:

By _____
Jodi Cooper
Program Manager

By _____
Gayle Conrad
City Clerk

Approved as to Form:

By _____
Greg Young
City Attorney

EXHIBIT I - SA4

SCOPE OF SERVICES

EXHIBIT I – SA4
NOVEMBER 15, 2024
SCOPE OF SERVICES
FOR PROFESSIONAL ENGINEERING SERVICES
FOR
OWNER’S REPRESENTATIVE: DESIGN & CONSTRUCTION OF A NEW AIRPORT TERMINAL
ADDITIONAL CONSTRUCTION PHASE SERVICES FOR CLOSEOUT OF PROJECT
AT CAPE GIRARDEAU REGIONAL AIRPORT

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS

1. Project Name.

New Passenger Terminal Building project at the Cape Girardeau Regional Airport (CGI).

2. Description of Improvements.

The Consultant will serve as the Owner’s Representative (OR) for the additional professional services required during closeout of the Contractor’s design and construction of a new terminal building.

3. Clarifications

- a. The Consultant is not the Contractor.
- b. The Consultant is not the Designer of Record.

B. DESCRIPTION OF SERVICES TO BE PERFORMED

Consultant has developed the following additional Scope of Services to perform Owner’s Representative services for the aforementioned project. The Scope of Services is defined as follows:

1. Project Assumptions.

The following assumptions have been established for construction phase services:

- a. The additional services are to be completed within one year following the Contractor’s Final Acceptance.
- b. Final Acceptance may occur after the Final Completion date (November 19, 2024).

2. Construction Administration Services – Office Staff.

- a. General project management.
- b. Provide support for the following project milestone:
 - Warranty Review – July 21, 2025 (11th month of DOR’s twelve-month warranty period), completed by the Consultant and accompanied by the Sponsor. Consultant to complete a total of 12 trips, 1 trip/month during the warranty period.
- c. Change Orders: Support analysis and closure of six change orders that have occurred throughout the project. The Consultant assumes this effort will require an average of three hours per each change order for a total of 18 hours.

- d. Pay Applications: Review outstanding pay applications and respond with corrective actions. Coordinate with Sponsor and Contractor through completion of Sponsor payment. A total of 3 events are estimated remaining with a duration of 4 hours each for a total not to exceed 12 hours.

3. Construction Closeout: This includes activities for providing a final project walk through, project closeout documentation and obtaining a record set of drawings conforming to construction records drawings from the Contractor. The specific elements of work include:

- a. Perform Pre-final Punch List Observations: The Consultant will prepare the pre-final project punch list. A pre-final walk through will be performed by the Sponsor, FAA (if available) and members of the Consultant's Team.
- b. Perform Final Punch List Observations: The Consultant will prepare the final project punch list. A final walk through will be performed by the Sponsor, FAA (if available) and members of the Consultant's Team.
- c. Confirm receipt of all required record-keeping documents from the Contractor.
- d. Confirm receipt of all required Operations and Maintenance Manuals from the Contractor.
- e. Final Construction Report: The Consultant will prepare and submit to the Sponsor and FAA (as requested) a final construction report. The report will be a composite of all recorded documentation received from the RPR, Contractor and testing performed as part of the quality assurance efforts. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials. These documents will be provided to Sponsor and FAA (as requested) within 90 calendar days after project final acceptance.

Coordinate with Sponsor's Resident Project Representative (RPR) during composition of the final closeout report as analysis is conducted for the following:

- Review quality assurance material testing results and quality control testing results as provided by the Contractor's quality control team for a total of 16 hours.
 - Review and compile weekly reports and photo log provided by the RPR for a total of 24 hours.
- f. Consultant to prepare and submit an as built Airport Layout Drawing including only those drawings directly affected by the project work area.

C. ESTIMATED TIME OF COMPLETION

1. Final Key Milestones.

- a. Project Substantial Completion – August 21, 2024
- b. Warranty Period Start – August 21, 2024
- c. Project Final Completion – November 19, 2024
- d. Warranty Period End – August 21, 2025
- e. Consultant's Scope End – August 21, 2025

END OF SOW

EXHIBIT II - SA4

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

SUMMARY EXHIBIT II

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS

AE Services: Owner's Representative for Design & Construction of a New Airport Terminal
Cape Girardeau Regional Airport
BASIC & SPECIAL SERVICES
November 15, 2024

1 DIRECT SALARY COSTS

	<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>		
				<u>Office</u>	<u>Field</u>	<u>Contract</u>
	Principal in Charge	4.00	\$ 71.25	\$ 285.00	\$ -	\$ -
	Program Manager	160.00	\$ 63.50	\$ 10,160.00	\$ -	\$ -
	Staff Civil Engineer	64.00	\$ 56.15	\$ 3,593.60	\$ -	\$ -
	Billing Clerk	24.00	\$ 38.25	\$ 918.00	\$ -	\$ -
	Total Hours	252.00				
	Total Direct Salary Costs			\$ 14,956.60	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a.	Percentage of Direct Salary Cost: (Office Rate)	246.17%	\$ 36,818.66			
3	<u>SUBTOTAL</u>					
	Summary of Items No. 1 and No. 2 (a,b,c):		\$ 51,775.26	\$ -	\$ -	

4 PROFIT/FIXED FEE:

	Percentage:	15.00%	\$ 7,766.29	\$ -	\$ -	
5	<u>SUBTOTAL</u>					
	Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee)		\$ 59,541.55	\$ -	\$ -	

6 OUT OF POCKET EXPENSES

	<u>OFFICE</u>	No. of Units	Units	Cost/Unit			
	Travel: Mileage	4,428.00	Miles	\$ 0.655	\$ 2,900.34		
	Food: Per Diem	32.00	Per Day	\$ 68.00	\$ 2,176.00		
	Lodging: Per Diem (incl. taxes)	4.00	Per Day	\$ 110.00	\$ 440.00		
	Subtotal				\$ 5,516.34	\$ -	\$ -
	Summary of Out of Pocket Expenses: (Not to Exceed)				\$ 5,516.34	\$ -	\$ -

8 MAXIMUM TOTAL FEE

	Subtotal		\$ 65,057.89	\$ -	\$ -	
--	-----------------	--	--------------	------	------	--

TOTAL (Lump Sum)				\$	65,058.00
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SUMMARY EXHIBIT II

EXHIBIT III - SA4

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

SUMMARY EXHIBIT III

DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS

AE Services: Owner's Representative for Design & Construction of a New Airport Terminal
Cape Girardeau Regional Airport
BASIC & SPECIAL SERVICES
November 15, 2024

		Principal in Charge	Program Manager	Staff Civil Engineer	Billing Clerk	Other Costs
Gross Hourly Rates		\$ 283.64	\$ 252.79	\$ 223.53	\$ 152.27	
BASIC SERVICES						
1	Construction Administration Services - Office Staff	4.0	70.0	32.0	24.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 33,422.97	\$ 1,134.57	\$ 17,695.34	\$ 7,152.98	\$ 3,654.52	\$ 3,785.56
2	Construction Closeout	0.0	90.0	32.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ 31,634.92	\$ -	\$ 22,751.16	\$ 7,152.98	\$ -	\$ 1,730.78
PART A SUBTOTAL		\$ 65,057.89				
SPECIAL SERVICES						
3	-	0.0	0.0	0.0	0.0	Sum: (1, 2, 3, 4, & 5)
Total =	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PART B SUBTOTAL		\$ -				
PART A & PART B TOTAL		\$ 65,058.00				

(1) Mileage, Motel & Meals
(2) Equipment, Materials & Supplies

(3) Computer Services (5) Miscellaneous Items
(4) Vendor Services

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

25-xxx

SUBJECT

Motion to accept the fire main extension improvements to serve 4339-4141 Nash Road.

BACKGROUND/DISCUSSION

Public fire main extension improvements constructed to serve 4339-4141 Nash Road are as follows:

WATER MAIN

- 6" PVC C900 Fire Main Extension - 305 LF
- Fire Hydrant - 1 Each
- 6" Gate Valve - 1 Each

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

FINANCIAL IMPACT

The fire main extension 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 fire main extension improvements to serve 4339-4141 Nash Road into the City System.

ATTACHMENTS:

Name:	Description:
W_19002_4339_Nash_Road_Fire_Main_Extension.pdf	As-Built Plan

RECORD DRAWINGS FOR

FIRE HYDRANT ALONG NASH ROAD

PREPARED FOR:

R. CLARK & SONS
STEEL BUILDINGS
EXCAVATING & CONSTRUCTION
(573) 335-3547

3046 NASH ROAD
 SCOTT CITY, MO 63780

SHEET INDEX

SHEET NO. C3.1
 WATER LINE PLAN & PROFILE



LOCATION MAP

PREPARED BY

Bowen
ENGINEERING & SURVEYING

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

Consulting Engineers • Land Surveyors • Testing Laboratories

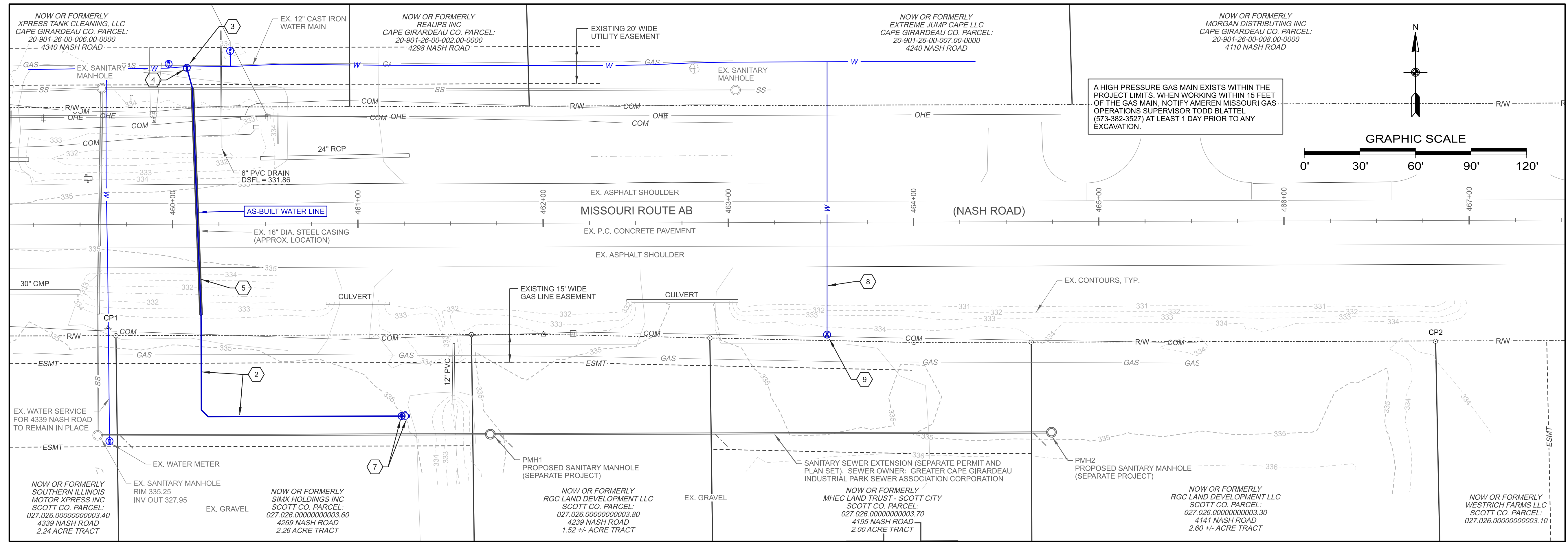
Bowen Engineering & Surveying, P.C.
 Engineering Corporation - Missouri State Certificate of Authority #000383
 Land Surveying Corporation - Missouri State Certificate of Authority #000166

RECORD DRAWING AS-BUILT
 FIELD SURVEYS WERE CONDUCTED ON NOVEMBER 4 & 6, 2024 TO IDENTIFY THE "AS- BUILT" LOCATIONS OF WATER MAIN IMPROVEMENTS. ALL OTHER FEATURES SHOWN ARE FROM THE ORIGINAL DESIGN PLANS AND ARE FOR INFORMATION ONLY.

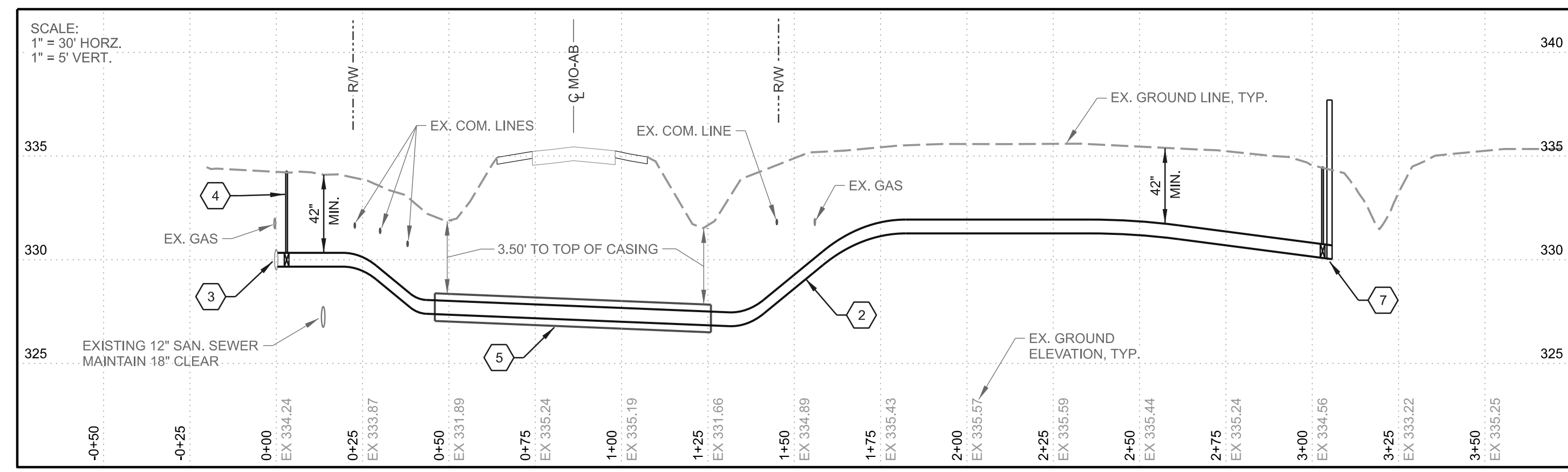
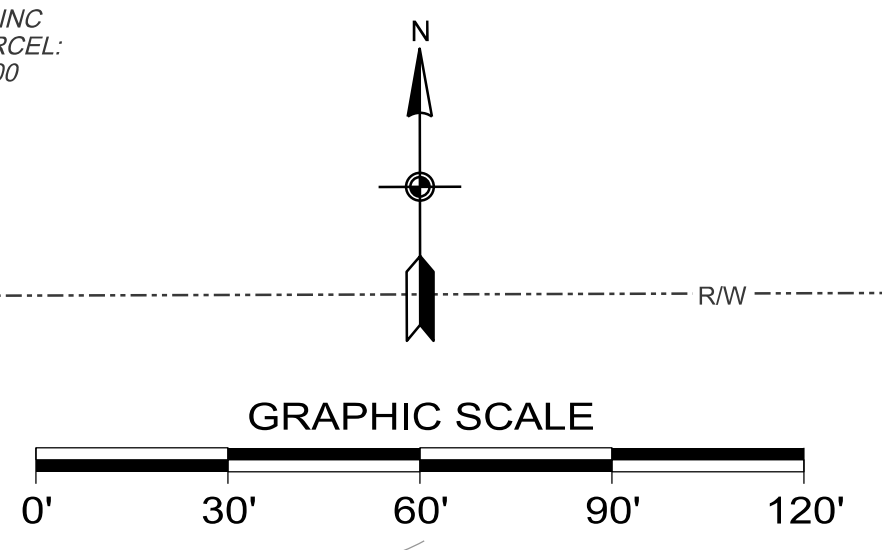
NOVEMBER 6, 2024

RECORD
 PROJECT #19002
 WATER: W 19002

JOB NO.	E23-026
DATE	11/6/2024
FILE	E23026 Water - Record Drawings.dgn
DWN BY	MGH



A HIGH PRESSURE GAS MAIN EXISTS WITHIN THE PROJECT LIMITS. WHEN WORKING WITHIN 15 FEET OF THE GAS MAIN, NOTIFY AMEREN MISSOURI GAS OPERATIONS SUPERVISOR TODD BLATTEL (573-382-3527) AT LEAST 1 DAY PRIOR TO ANY EXCAVATION.



WATER LINE PROFILE

CONSTRUCTION KEY NOTES

- 1. ~~APPROXIMATE CONSTRUCTION LIMITS, TYP.~~
- 2. **INSTALL NEW 6" DIA. AWWA C900 PVC WATER MAIN. (PRESSURE CLASS 235, DR 18). MAINTAIN A MINIMUM OF 42" OF COVER. INSTALL BENDS AS REQUIRED.**
- 3. **STA-0+00.0- MAKE HOT TAP CONNECTION TO EXISTING 12" DIA. CAST IRON WATER MAIN WITH 12" X 12" X 6" TAPPING SLEEVE. COORDINATE WITH ALLIANCE WATER RESOURCES.**
- 4. **STA-0+03.0- INSTALL RESTRAINED 6" GATE VALVE. VALVE COVER TO BE FLUSH WITH GROUND LINE.**
- 5. **USE PREVIOUSLY INSTALLED 16" DIA. STEEL CASING PIPE. INSTALL CASING INSULATORS ON PROPOSED 6" DIA. AWWA C900 PVC CARRIER PIPE. INSTALL SYNTHETIC RUBBER END SEAL AT EACH END OF CASING PIPE. CARRIER PIPE WITHIN CASING SHALL BE RESTRAINED JOINT (CERTA-LOK OR EQUIVALENT). SEE INSTALLATION DETAILS AND PIPE DATA ON SHEET C4.2.**
- 6. ~~STA-1+01.73 & STA-1+06.73- INSTALL 45° BENDS WITH THRUST BLOCKS.~~
- 7. ~~STA-3+05.00- INSTALL VALVE AND FIRE HYDRANT ASSEMBLY.~~
- 8. ~~APPROXIMATE LOCATION OF PROPOSED WATER SERVICE LINE FOR 4195 NASH ROAD PROPERTY. CONTRACTOR TO COORDINATE PIPE TYPE, SIZE AND INSTALLATION WITH ALLIANCE WATER RESOURCES.~~
- 9. ~~APPROXIMATE LOCATION OF PROPOSED WATER METER IN VAULT FOR 4195 NASH ROAD PROPERTY. CONTRACTOR TO COORDINATE SIZE AND INSTALLATION WITH ALLIANCE WATER RESOURCES.~~

GENERAL NOTES

- 1.) SEE WATER LINE NOTES & DETAILS ON SHEETS C4.1 & C4.2.
- 2.) THE LOCATIONS AND DEPTHS OF ALL BURIED UTILITIES ARE SHOWN APPROXIMATELY. CONTRACTOR SHALL FIELD VERIFY PRIOR TO CONSTRUCTION.
- 3.) A HIGH PRESSURE GAS MAIN EXISTS WITHIN THE PROJECT LIMITS. WHEN WORKING WITHIN 15 FEET OF THE GAS MAIN, NOTIFY AMEREN MISSOURI GAS OPERATIONS SUPERVISOR TODD BLATTEL (573-382-3527) AT LEAST 1 DAY PRIOR TO ANY EXCAVATION.
- 4.) MAINTAIN 10' HORIZONTAL AND 18" VERTICAL MINIMUM SEPARATION BETWEEN WATER AND SEWER LINES.

RECORD DRAWING AS-BUILT
 FIELD SURVEYS WERE CONDUCTED ON NOVEMBER 4 & 6, 2024 TO IDENTIFY THE "AS-BUILT" LOCATIONS OF WATER MAIN IMPROVEMENTS. ALL OTHER FEATURES SHOWN ARE FROM THE ORIGINAL DESIGN PLANS AND ARE FOR INFORMATION ONLY.

2121 Megan Drive
 Cape Girardeau, MO 63703
 Phone: 573.339.5900
 Fax: 573.339.1391
 www.boweneng.com

Bowen
ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories
 Bowen Engineering & Surveying, P.C.
 Engineering Corporation - Missouri State Certificate # 000033
 Land Surveying Corporation - Missouri State Certificate of Authority # 000166

FIRE HYDRANT
ALONG NASH ROAD

PREPARED FOR:
CLARK & SONS
STEEL FABRICATORS
 ENGINEERING & CONSTRUCTION

R. CLARK & SONS CONSTRUCTION, LLC
 3046 NASH ROAD
 SCOTT CITY, MO 63780

DESCRIPTION	DATE

This drawing and the details on it are the sole property of the Engineer and may be used for the specific project only. It shall not be loaned, copied or reproduced, in whole or in part, or for any other purpose or project without the written consent of the Engineer.

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JOB NO.	E23-026
DATE	11/6/2024
FILE	E23026_WATER...
TBC	E23026
DWN BY	MGH
CKD BY	CMB
SCALE	AS SHOWN

WATER LINE
 PLAN &
 PROFILE

SHEET NO.
C3.1

Staff: Alexander S. McElroy, MPA -
SEMPO Executive Director & City
Agenda: Grant Coordinator
1/21/2025

AGENDA REPORT
Cape Girardeau City Council

25-XX

SUBJECT

A Resolution Adopting a Community Development Block Grant Program Citizen Participation Plan for the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The City of Cape Girardeau has developed a Citizen Participation Plan (CPP) in compliance with the U.S. Department of Housing and Urban Development (HUD) regulations governing the Community Development Block Grant (CDBG) Program. The CPP outlines the City's procedures for engaging residents, community organizations, and other stakeholders in the development, implementation, and evaluation of the CDBG program.

The purpose of this agenda item is to seek approval of the draft CPP by City Council through a Resolution. The CPP establishes guidelines for how the City will ensure transparency, inclusivity, and accountability in its CDBG planning and execution processes. It outlines the process for public notices, public hearings, review periods, and citizen feedback, especially in the context of low-to moderate-income neighborhoods, as well as requirements for addressing substantial amendments and fair housing considerations.

Public input on the draft CPP was solicited through a 30-day public comment period, December 15, 2024 – January 15, 2025. All feedback received, including written and oral comments, has been reviewed and incorporated into the final plan as appropriate. The CPP also specifies the City's commitment to providing information to public housing authorities and ensuring that all relevant program information is accessible to persons with disabilities and non-English-speaking residents.

City Council approval of this resolution will formally adopt the CPP, allowing the City to move forward with engaging the community in the development of its Consolidated Plan and Annual Action Plans, which will guide the City's use of CDBG funds over the next five years.

BACKGROUND/DISCUSSION

The following resolution adopts the Citizen Participation Plan. The plan is required as outlined in 24 CFR 91.105 to set forth the jurisdiction's policies and procedures for citizen participation for all programs funded by the U.S. Department of Housing and Urban Development (HUD) for the City of Cape Girardeau's Community Development Block Grant (CDBG) Program.

FINANCIAL IMPACT

The adoption of the Citizen Participation Plan (CPP) has no direct financial impact on the City of Cape Girardeau's budget. However, the CPP is a required component for the City to receive federal funding through the Community Development Block Grant (CDBG) program. Failure to adopt the plan could result in delays or the potential loss of CDBG funds, which are intended to provide essential resources for low-to moderate-income individuals.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution adopting the Community Development Block Grant Program Citizen Participation Plan.

PUBLIC OUTREACH

A public notice was published in the Southeast Missourian on December 14, 2024, informing residents of a 30-day public comment period for the Draft Citizen Participation Plan. The notice indicated that the public could submit comments from December 15, 2024, through January 15, 2025. Copies of the Draft Plan were made available for review at City Hall, the Cape Girardeau Public Library, and on the City's website: www.cityofcape.org/cdbg.

ATTACHMENTS:	
Name:	Description:
25-08_CDBG-CPP.doc	Resolution
City of Cape Girardeau CPP DRAFT.pdf	Citizen Participation Plan
Porch - Letter of Support.pdf	PORCH Endorsement Letter

BILL NO. 25-08

RESOLUTION NO. _____

A RESOLUTION ADOPTING A COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM CITIZEN
PARTICIPATION PLAN, 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 Council of the City of Cape Girardeau, Missouri hereby adopts a Community Development Block Grant Program Citizen Participation Plan, a copy of which is attached hereto and is incorporated herein by reference.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



Citizen Participation Plan

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

Citizen Participation Plan (CPP)

For HUD-Funded Programs and Activities

Community Development Block Grant Program (CDBG)

Adopted:



The City of Cape Girardeau is committed to fostering an inclusive, transparent, and collaborative process for engaging all residents in the planning, development, and implementation of the Community Development Block Grant (CDBG) Program. Through meaningful public participation, we seek to ensure that CDBG-funded projects address the needs and priorities of our community, particularly low- and moderate-income individuals, minorities, and underserved populations. By empowering residents to actively contribute their voices, we aim to create a stronger, more equitable, and vibrant city for all.



44 North Lorimier Street
Cape Girardeau, MO 63701
Tel: 573-339-6320



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DRAFT

Introduction

The City of Cape Girardeau is committed to fostering an inclusive and transparent decision-making process, particularly when it comes to the allocation and use of federal funding through the Community Development Block Grant (CDBG) program. The CDBG program, administered by the U.S. Department of Housing and Urban Development (HUD), is a critical tool for addressing the housing, economic development, and community service needs of low- and moderate-income residents within our community.

To ensure the effective use of CDBG funds, citizen input is essential. This Citizen Participation Plan (CPP) is designed to encourage residents to participate actively in the development and implementation of the City's CDBG program. The plan provides a framework for public engagement, ensuring that all citizens, especially those most affected by CDBG-funded activities, have an opportunity to share their views, contribute ideas, and influence how these federal resources are allocated.

The CPP outlines the processes and strategies for public participation during the development of key documents, including the City's Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). The plan also details how residents can engage in the planning process, attend public hearings, submit comments, and offer suggestions on any proposed amendments to CDBG-funded programs.

The City recognizes that effective public participation involves more than simply offering opportunities to comment. It requires proactive outreach, especially to those historically underserved, including low- and moderate-income individuals, persons with disabilities, racial and ethnic minorities, non-English speaking residents, and others who might face barriers to participation. This plan reflects the City's commitment to removing those barriers and providing every resident with an equitable opportunity to influence community development decisions.

By involving citizens at every stage of the CDBG planning and implementation process, we can ensure that the priorities set forth truly reflect the needs of the community. This Citizen Participation Plan is an essential component of the City's efforts to build a stronger, more inclusive Cape Girardeau.

The City invites all residents to take an active role in shaping the future of our community through the CDBG program. Your participation is vital to ensuring that these programs successfully address the needs and priorities of our most vulnerable residents.

Goals of the Citizen Participation Plan

1. **Inclusion:** Engage all community members, with special emphasis on low- and moderate-income residents, in the planning process.
2. **Transparency:** Ensure open access to information about the City's CDBG program, funding decisions, and the impacts of funded projects.
3. **Accessibility:** Remove barriers to participation for marginalized or underserved groups and make public hearings, meetings, and information accessible to all.
4. **Responsiveness:** Provide a clear process for receiving, addressing, and responding to public comments, concerns, and complaints.
5. **Accountability:** Encourage residents to actively monitor the implementation of CDBG-funded activities and their outcomes.

Through this Citizen Participation Plan, the City of Cape Girardeau reaffirms its commitment to inclusive, transparent, and effective governance in collaboration with its citizens.

Predominantly Low- and Moderate-Income Neighborhoods

Predominantly Low- and Moderate-Income Neighborhoods are areas where a significant proportion of the residents are classified as low- or moderate-income, based on criteria established by the U.S. Department of Housing and Urban Development (HUD). Specifically, these neighborhoods are defined as:

- Low-Income Households: Families or individuals whose annual incomes do not exceed 50% of the area median income (AMI) for the region, adjusted for family size.
- Moderate-Income Households: Families or individuals whose annual incomes are between 51% and 80% of the AMI, adjusted for family size.

A neighborhood is typically considered predominantly low- and moderate-income if at least 51% of the residents fall within these income brackets. HUD uses this threshold to determine eligibility for Community Development Block Grant (CDBG) funding, which prioritizes projects and programs that benefit these populations to improve housing, infrastructure, and access to services in economically disadvantaged areas.

Plan Components

The City of Cape Girardeau's Citizen Participation Plan (CPP) establishes a structured approach for involving the public in the key stages of the Community Development Block Grant (CDBG) process, including the development of the Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). This section details the specific components and procedural requirements designed to ensure transparency and community input at each phase. By clearly outlining processes for public notices, comment periods, hearings, and the handling of substantial amendments, the City aims to provide residents with multiple opportunities to shape and review the projects and priorities funded by CDBG allocations, supporting a collaborative and responsive planning framework.

1. **Consolidated Plan and Annual Action Plan**
 - The City will develop a Consolidated Plan every five years to outline long-term housing and community development goals, including addressing affordable housing shortages, improving public infrastructure, and supporting economic development in underserved areas. Additionally, an Annual Action Plan will be created each year to specify how federal and local funds will be used to meet these housing and community development needs, ensuring resources are allocated effectively to benefit low- and moderate-income residents and improve overall community well-being.
 - Public Notice and Review Period: The draft Consolidated Plan and Annual Action Plan will be made available to the public for a minimum of 30 calendar days. Notices will be posted at City Hall, the public library, and the City's website, and through local media channels.
 - Public Hearings: The City will hold at least two public hearings:

- Pre-Draft Hearing: Before the plans are drafted to gather input on housing and community development needs.
- Post-Draft Hearing: After the draft plans are available for review to collect feedback on the proposed strategies.
- Establishing Convenient Times and Locations: Public hearings will be scheduled at times and locations that maximize the opportunity for participation, particularly from low- and moderate-income residents, working families, and persons with disabilities. The City will select locations that are centrally located and accessible by public transportation, such as community centers, schools, and public libraries. Evening and weekend meetings will be considered to accommodate citizens who may not be able to attend during regular business hours. Additionally, hybrid (virtual and in-person) meeting options may be provided to further increase accessibility.
- Citizen Requests for Accommodations: Citizens may request reasonable accommodations, such as accessible formats for persons with disabilities or language interpretation services, by contacting the City Administrative Services Office via phone, email, or in person at City Hall. The City will publicize contact details for such requests in all notices about the Consolidated Plan process. Requests should ideally be made at least 48 hours prior to the public hearing to ensure that necessary arrangements can be made.
 - Administrative Services Office: 573-339-6320
 - Email: cdbg@cityofcapegirardeau.org
 - City Hall: 44 North Lorimier Street, Cape Girardeau, MO 63701
- Plan Availability: Drafts of the Consolidated Plan and Annual Action Plan will be available at City Hall, the public library, and on the City's website. Upon request, a reasonable number of free printed copies will also be provided upon request to ensure accessibility for all interested individuals.
- Consideration of Public Comments: The City will consider any comments or views received from citizens in writing or orally at public hearings during the preparation of the final Consolidated Plan and Annual Action Plan. All comments will be reviewed, and a summary of those comments, including the City's responses or actions taken in response to significant comments, will be included in the final versions of the plans. The response/review time will typically allow public comments to be addressed prior to finalizing the documents, ensuring that community input is reflected in the planning process.
- Availability of Information Before Plan Adoption: Before the City adopts the Consolidated Plan, it will ensure that citizens, public agencies, and other interested parties have access to important information regarding the use of Community Development Block Grant (CDBG) funds. This information will include:
 - Expected Funding: The City will provide details on the amount of assistance it expects to receive, including any grant funds and program income. This will give the public a clear understanding of the available resources for community development activities.
 - Range of Activities: Information about the range of activities that may be undertaken with the CDBG funds will be shared. This may include housing programs, public infrastructure improvements, economic development efforts, and other eligible activities aimed at benefiting the community.

- Benefit to Low- and Moderate-Income Persons: The City will estimate the amount of funding that will benefit low- and moderate-income persons. This ensures that the primary focus of the CDBG program—improving conditions for low- and moderate-income residents—is highlighted and clearly communicated.
- Minimizing Displacement and Assisting Displaced Persons: The City will also outline its plans to minimize the displacement of residents due to activities funded by the Consolidated Plan. If displacement does occur, the City will specify the types and levels of assistance it will make available (or require others to make available) to assist displaced persons. This could include moving assistance, relocation benefits, and other support services to ensure minimal disruption to affected residents.
- Timing and Availability of Information: This information will be made available to the public at least 30 days prior to the adoption of the Consolidated Plan. The City will post the information at City Hall, the public library, and on the City’s website. Notices will also be shared through local media outlets to reach a broad audience.

2. Consolidated Annual Performance and Evaluation Report (CAPER)

- The CAPER will be prepared annually to report on the City’s progress in implementing the goals of the Consolidated Plan and Annual Action Plan.
- Public Notice and Review Period: The public will be notified when the draft CAPER is available for review and comment. The document will be made available for a minimum of 15-calendar days for public comment. Notices will be posted at the same locations as the Consolidated Plan and Annual Action Plan.
- Consideration of Public Comment: The City will consider any comments or views of citizens received in writing or orally at public hearings in preparing the final CAPER. All public input will be reviewed, and a summary of the comments received—along with the City’s responses or actions taken—will be included in the final CAPER. This ensures transparency and accountability in reporting progress toward the City’s housing and community development goals, while also demonstrating how public feedback is incorporated into the evaluation process.

3. Amendments to the Plan

- Substantial Amendments: Per 24 CFR 91.505, an amendment to a plan is required:
 - To make a change in its allocation priorities or a change in the method of distribution of funds;
 - To carry out an activity, using funds from any program covered by the consolidated plan (including program income, reimbursements, repayments, recaptures, or reallocations from HUD), not previously described in the action plan; or
 - To change the purpose, scope, location, or beneficiaries of an activity.
 Any substantial changes to the use of CDBG funds or the City’s goals will require public input. Substantial changes are defined as:
 - A change in the use of more than 20% of the total annual grant allocation.
 - A change in the priorities established in the Consolidated Plan.

- Public Notice and Review Period: Proposed Substantial Amendments will be made available for public comment for a minimum of 30 calendar days before final approval. Notices regarding the proposed amendment and its availability for review will be:
 - Posted at City Hall, the public library, and on the City’s website.
 - Published through local media channels, including newspapers and radio, and on social media platforms to reach a wider audience.
- During the review period, public hearings will be held to gather feedback. The public hearings will be conducted at accessible and centrally located venues such as community centers or the public library. To ensure accessibility and convenience:
 - Hearings will be scheduled during evening hours or weekends to accommodate residents with daytime commitments.
 - Locations will be accessible by public transportation, with accommodations for persons with disabilities, including wheelchair access and sign language interpretation services if requested.
 - The City will also explore options for hybrid (virtual and in-person) hearings to further increase participation from citizens unable to attend in-person.
- All public notices will include clear instructions on how citizens can request special accommodations or submit comments, whether in person, by mail, or electronically. Comments will be considered in the final decision-making process, with responses summarized in the final amendment documentation.
- In preparing substantial amendments to the Consolidated Plan, the City will actively consider any comments or views received from residents of the community. These comments may be submitted in writing or presented orally at public hearings. The City will ensure that community feedback is carefully reviewed and incorporated as appropriate during the amendment process. Public hearings will be held in accessible locations, and residents will be given clear instructions on how to provide written feedback during the public comment period.
- Furthermore, the City will provide responses to any significant comments or concerns raised by the public and will make these responses available as part of the amendment process, ensuring that the community’s input is transparent and valued in decision-making.
- When preparing a substantial amendment to the Consolidated Plan, the City will attach a summary of any comments or views received from residents, whether submitted in writing or presented orally at public hearings. This summary will also include any comments or views that were not accepted by the City, along with an explanation of the reasons why these comments were not incorporated into the amendment.
- Non-Substantial Amendments: Minor changes to the Consolidated Plan or Annual Action Plan that do not meet the criteria for Substantial Amendments can be made without formal public hearings. However, Non-Substantial Amendments will still be disclosed to the public through public notices posted at City Hall, on the City’s website, and in local media. These notices will outline the nature of the changes and invite public review.

4. [Anti-Displacement and Relocation](#)

- The City will take all necessary steps to minimize the displacement of persons due to CDBG-funded activities. If displacement is unavoidable, the City will comply with the Uniform Relocation Act (URA) and will ensure that displaced individuals are provided with assistance to find suitable housing.

Declared Disasters or Emergency Events

In the event of a federally, state, or locally declared disaster or emergency that impacts the City of Cape Girardeau, the City may need to expedite the use of CDBG funds to respond quickly to urgent community needs. Declared disasters or emergencies may include, but are not limited to, natural disasters, public health crises, and significant economic disruptions.

To address these needs in a timely manner, the following provisions will apply to the Citizen Participation Plan:

1. **Expedited Substantial Amendment Process**
 - During a declared disaster or emergency, the City may need to make significant changes to the allocation of CDBG funds or adjust priorities within the Consolidated Plan or Annual Action Plan.
 - Waiver of Standard Public Comment Period: In line with HUD guidance, the City may reduce the public comment period for substantial amendments from 30-calendar days to no less than 5-days to facilitate quicker action. HUD may also provide additional flexibility, which the City will utilize as permitted.
 - Public Notification: Public notice of the proposed substantial amendment will be made through the City's website, social media channels, local newspapers, and email lists to ensure that residents are informed. Where possible, the City will prioritize outreach to low- and moderate-income residents and those most affected by the disaster or emergency.
2. **Virtual Public Hearings**
 - If in-person gatherings are not feasible or safe due to the disaster or emergency, the City will hold virtual public hearings to gather community input on substantial amendments. The City will ensure these hearings are accessible by providing accommodations for persons with disabilities, non-English speakers, and other individuals who may face barriers to participation.
 - Virtual hearings will be held via accessible platforms, with instructions for participation made available in advance through the City's website and other public communication channels.
3. **Temporary Reallocation of CDBG Funds**
 - During an emergency, the City may reallocate CDBG funds to prioritize activities that address urgent needs, such as public health, housing stability, economic relief, and infrastructure repairs. Any such reallocation that meets the City's threshold for a substantial amendment will follow the expedited process outlined above.
4. **Notification to HUD**
 - The City will notify HUD of any substantial amendments made in response to a declared disaster or emergency. Documentation will include the nature of the disaster or emergency, the amendments made, and any adjustments to the public participation process.

5. Ongoing Community Engagement and Transparency

- Throughout the response to a declared disaster or emergency, the City will continue to engage residents and stakeholders through regular updates on the City’s website, social media, and public notices. After the immediate response, the City will resume standard procedures for public comment periods, hearings, and community engagement as outlined in this CPP.

These provisions ensure that the City of Cape Girardeau can quickly and effectively respond to community needs during emergencies while maintaining transparency and accountability in the substantial amendment process.

Encouraging Public Participation

Public participation is essential to the City of Cape Girardeau’s Community Development Block Grant (CDBG) program, as it ensures that the planning and implementation of projects reflect the priorities and needs of all community members. This section outlines the City’s commitment to fostering an inclusive environment where all residents—especially low- and moderate-income individuals, minorities, non-English speaking persons, and persons with disabilities—can participate meaningfully in the decision-making process. By creating accessible opportunities for engagement and addressing potential barriers, the City aims to empower residents to share insights, ask questions, and provide feedback, ensuring that CDBG-funded activities benefit the entire community equitably.

1. Outreach to Low- and Moderate-Income Populations

- The City will ensure that low- and moderate-income individuals, residents of public and assisted housing, and those living in targeted revitalization areas have access to information and opportunities to participate in the Community Development Block Grant (CDBG) process. This includes focused outreach to neighborhoods predominantly composed of low- and moderate-income residents, areas experiencing slum and blight, and communities identified for revitalization efforts.

Targeted Outreach Strategies:

- Low- and Moderate-Income Populations: The City will conduct direct outreach to low- and moderate-income neighborhoods through public meetings, flyers, social media, and partnerships with local service providers. These efforts will ensure that residents are informed about public hearings, the availability of CDBG-related documents, and opportunities to participate in the planning process.
- Residents of Public and Assisted Housing: The City will work with housing authorities, property managers, and tenant associations to engage residents of public housing and assisted housing developments. This will include distributing information through property management offices, posting notices in common areas, and holding meetings at housing developments to make it easier for residents to provide input on housing and community development needs.
- Slum and Blight Areas: The City will target outreach to neighborhoods affected by slum and blight to ensure residents have opportunities to participate in identifying needs and shaping the City's revitalization plans. Meetings will be held in accessible community locations, and additional services like

transportation or childcare will be considered to increase participation in these areas.

- Residents of Targeted Revitalization Areas: In areas undergoing or designated for revitalization, the City will prioritize engagement with local residents to ensure their needs and concerns are addressed. This will involve coordination with revitalization committees, neighborhood associations, and local non-profits to gather input and ensure residents' voices are central in planning and decision-making processes.
- Coordinated Efforts: The City will partner with community-based organizations that serve low-income populations, residents in slum and blight areas, and public housing tenants to distribute information and encourage active participation. Information will be provided in formats and languages that are accessible to diverse populations and accommodations will be made for persons with disabilities, ensuring that all residents have the opportunity to be involved in shaping the City's housing and community development goals. Public hearings and meetings will be held at times and locations that are convenient and accessible to these populations, including evening meetings or virtual options, to maximize attendance.

Through this inclusive approach, the City aims to ensure that all residents, particularly those in disadvantaged and underserved communities, have a meaningful role in the CDBG planning and implementation processes.

2. Inclusion of Minorities, Non-English Speaking Persons, and Persons with Disabilities

- The City is committed to ensuring that all community members, including minority groups, non-English speaking residents, and persons with disabilities, have the opportunity to fully participate in the CDBG planning process. To achieve this, the City will take the following actions:
 - Translation Services - To engage non-English speaking persons, the City upon request, will translate public notices, informational materials, and key documents into the predominant non-English languages spoken in the community. Upon request, translation services will be provided at public hearings and meetings, and interpretation services (including sign language) will be made available. Citizens needing these services can:
 - Contact the City Administrative Services Office via phone, email, or in person to request translation or interpretation services at least 48 hours before a public meeting or hearing. Contact information will be provided on all notices and announcements.
 - The City will work closely with community organizations and advocacy groups to identify residents who may require assistance and proactively offer support.
 - Accessible Meeting Venues and Materials - To ensure accessibility for persons with disabilities, the City will hold public meetings and hearings at ADA-compliant venues that are physically accessible. Additionally, accessible formats of meeting materials (e.g., large print, Braille, or electronic formats) will be provided upon request. To request these accommodations, citizens can:

- Call or email the City Administrative Services Office, specifying the assistance needed. Requests for accommodations should be made at least 48 hours before the event to ensure arrangements can be made.
 - Public Notice and Communication - All public notices regarding the Consolidated Plan, Annual Action Plan, and related amendments will be distributed widely across the community. Notices will be translated into other languages as needed and will include instructions on how to request accommodations or services. They will be posted:
 - At City Hall, the public library, and other high-traffic community locations.
 - On the City's website and through social media channels to reach a wider audience.
 - Outreach to Minority Communities - The City will conduct outreach to minority populations by partnering with local organizations that serve these groups, ensuring that information about public participation opportunities reaches all segments of the community. Information will be shared through targeted communication channels, such as community centers, ethnic media outlets, and places of worship frequented by minority residents.

By offering a range of translation services, accessible venues, and accommodations upon request, the City aims to remove any barriers to participation, ensuring that all community members, regardless of language or ability, can take part in the CDBG planning and implementation process.

3. Public Hearings

- Public hearings will be held at locations that are accessible to all citizens, including those with disabilities. The City will work to ensure that the times and locations of the hearings are convenient for working individuals and families.

4. Availability of Information

- The City will ensure that all relevant program documents are available to the public, including the Consolidated Plan, Annual Action Plan, CAPER, and any Substantial Amendments to these plans. These documents will be provided in accessible formats upon request to ensure inclusivity for all citizens, including those with disabilities or limited English proficiency. To facilitate broad public access, the documents will be available:
 - At City Hall for in-person review.
 - At the public library, where copies will be available for residents who may not have access to the internet.
 - On the City's website, where digital copies can be downloaded.
- Public notices regarding the availability of these documents will be posted in advance of any public comment periods, ensuring residents are aware of opportunities to review and provide feedback. Additionally, citizens can request a reasonable number of free printed copies by contacting the Administrative Services Office, and they can request

accessible formats, including large print or Braille, or translated versions for non-English speakers.

Fair Housing Requirements

The City of Cape Girardeau is committed to ensuring compliance with federal, state, and local fair housing laws as part of its administration of the Community Development Block Grant (CDBG) program. The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended) mandates that the City affirmatively further fair housing by eliminating discrimination and promoting equal housing opportunities for all individuals, regardless of race, color, national origin, religion, sex, familial status, or disability.

This section outlines how the City will address fair housing within the Citizen Participation Plan and through its CDBG-funded activities:

1. **Affirmatively Furthering Fair Housing (AFFH)**
 - As a CDBG eligible community, the City of Cape Girardeau is obligated to affirmatively further fair housing (AFFH) by taking meaningful actions that address barriers to fair housing choice. This includes promoting housing that is free from discrimination and expanding access to housing opportunities for historically underserved or marginalized populations.
 - The City will ensure that all CDBG-funded housing projects and programs are aligned with its obligations to AFFH, including through outreach, public participation, and consultation with local stakeholders focused on fair housing issues.
2. **Public Engagement and Fair Housing**
 - The City will incorporate fair housing issues into its public engagement process, particularly during the development of the Consolidated Plan, Annual Action Plan, and any Substantial Amendments.
 - Public notices, community meetings, and hearings will include discussions on fair housing needs and challenges, and residents will be encouraged to offer input on how to address these issues through CDBG-funded programs. This includes input from protected classes under the Fair Housing Act, low- and moderate-income residents, and other vulnerable populations.
 - The City will use a variety of outreach methods, including partnerships with fair housing organizations and community groups, to engage residents who may face housing discrimination or other barriers to fair housing.
3. **Analysis of Impediments to Fair Housing Choice**
 - The City will conduct an Analysis of Impediments to Fair Housing Choice (AI) as part of its Consolidated Plan process. This analysis identifies local barriers to fair housing, such as discriminatory housing practices, segregated housing patterns, and lack of access to affordable housing for certain groups.
 - The results of the AI will be shared with the public, and residents will have opportunities to comment on findings and recommendations. The City will use this input to guide its

efforts in addressing identified impediments and ensuring that CDBG resources are used to promote fair housing.

4. Fair Housing Education and Enforcement

- The City will promote fair housing education and awareness among residents, landlords, housing providers, and real estate professionals. This may include workshops, outreach events, and distribution of materials that explain residents' rights under the Fair Housing Act and how to file complaints if they believe they have experienced housing discrimination.
- The City will work with local and regional fair housing organizations, legal aid agencies, and other community partners to provide residents with information about fair housing rights and resources for legal assistance.

5. Accessibility and Accommodations

- The City is committed to ensuring that all public participation activities, hearings, and meetings related to the CDBG program are fully accessible to individuals with disabilities, as well as those who require language assistance. In order to promote inclusivity and ensure that no resident is excluded from the process, the City will provide the following accommodations:
 - Sign Language Interpreters: Upon request, sign language interpreters will be available for public hearings and meetings to facilitate participation for individuals with hearing impairments.
 - Materials in Alternative Formats: All relevant program materials, including the Consolidated Plan, Annual Action Plan, CAPER, and any amendments (including Substantial Amendments), will be provided in accessible formats upon request. Possible options include:
 - Braille copies for individuals who are blind or visually impaired.
 - Large print versions for individuals with low vision.
 - Electronic copies in accessible formats such as Word documents or PDFs that are compatible with screen reader technology.
 - Oral versions of documents for individuals who may have difficulty reading due to visual impairments or other challenges.
 - Language Translation Services: For non-English speaking residents, translation services will be provided at public meetings and hearings as needed. Public notices and key documents will be available in multiple languages, and interpretation services will be available upon request to ensure language is not a barrier to participation.
- The City will ensure that all CDBG-funded housing developments comply with accessibility requirements under the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. These standards promote equal access to housing for persons with disabilities, ensuring that no individual is excluded or discriminated against based on disability.
- To request any of these accommodations, citizens can contact the City Administrative Services Office via phone, email, or in person. The City encourages individuals to submit requests at least 48 hours before a public hearing or meeting to allow adequate time for necessary arrangements.

6. Addressing Fair Housing Complaints

- The City will maintain a process for residents to file complaints related to housing discrimination or other violations of fair housing laws. Complaints may be submitted in writing, in person, or through the City's website, and the City will refer cases to the appropriate agencies, such as HUD's Office of Fair Housing and Equal Opportunity (FHEO) or local legal aid organizations.
- The City will track and review any fair housing complaints to identify patterns of discrimination and inform future CDBG programming and policy decisions.

By integrating fair housing requirements into the Citizen Participation Plan, the City of Cape Girardeau ensures that CDBG-funded programs promote equal access to housing opportunities and work toward eliminating discrimination in the housing market. The City is committed to fostering an inclusive community where all residents can find safe, affordable housing without facing discrimination or barriers to opportunity.

Consultation with Other Government Agencies and Community Partners

To effectively address the housing, economic, and community development needs of Cape Girardeau, the City will actively engage in consultation with other government agencies, nonprofit organizations, community groups, and service providers throughout the CDBG planning and implementation process. Collaboration with these partners is essential to leveraging resources, identifying gaps in services, and ensuring that CDBG-funded activities are coordinated with other local and regional initiatives.

1. Interagency Coordination

- The City will consult with relevant state and local agencies, such as the Missouri Department of Economic Development, the Missouri Balance of State Continuum of Care, Cape Girardeau County, and other municipal departments, to align CDBG priorities with broader governmental goals and ensure efficient use of funds. Regular communication will take place through meetings, email exchanges, and joint planning sessions.
- This consultation will include sharing information on CDBG-funded projects and obtaining input on potential synergies, particularly in areas like infrastructure, public safety, and economic development.

2. Engagement with Community Organizations and Service Providers

- The City will engage nonprofit organizations, social service agencies, housing authorities, healthcare providers, the Missouri Balance of State Continuum of Care, and educational institutions to understand community needs and identify priority areas for CDBG funding. Regular consultation with these organizations will help the City address critical issues such as homelessness, affordable housing, workforce development, and healthcare access. By collaborating with these entities, the City can ensure that its CDBG activities complement and enhance existing community services.
- This process will involve both formal and informal outreach, including meetings, surveys, and public workshops to gather input on project proposals and priorities.

Through these efforts, the City seeks to ensure that CDBG-funded projects align with broader community objectives and services.

- Additionally, the City will provide Public Housing Authorities (PHA) with information about Consolidated Plan activities that relate to PHA developments and the surrounding communities. The City will share relevant details so the PHA can make this information available during its annual public hearing(s), which are required for the PHA Plan. This collaboration will help to inform public housing residents and other stakeholders about planned community development activities that could affect them.
 - The St. Francois County Public Housing Agency currently serves as the PHA for Cape Girardeau County and the City of Cape Girardeau.
 - Office Phone: 573-334-5533

3. Data Sharing and Needs Assessment

- Through these partnerships, the City will seek data and insights on emerging community needs, service gaps, and high-priority issues. Input gathered from these consultations will inform the Consolidated Plan and Annual Action Plan, helping the City tailor CDBG-funded activities to better serve low- and moderate-income residents.

4. Ongoing Collaboration and Feedback Mechanisms

- To ensure continuous improvement, the City will establish ongoing feedback mechanisms with government agencies and community partners. This includes follow-up meetings to assess the impact of CDBG activities and discussions on adjustments to improve project outcomes.

By establishing a proactive and collaborative approach to consultation, the City of Cape Girardeau aims to maximize the impact of CDBG funding and foster partnerships that benefit the entire community.

Technical Assistance

The City will provide technical assistance to groups and organizations, particularly those representing low- and moderate-income persons, who are interested in submitting proposals for funding under the CDBG program. Assistance will include explaining the application process, eligible activities, and how to meet CDBG requirements.

Complaints

The City encourages citizens to submit complaints regarding the Consolidated Plan, Annual Action Plan, or any CDBG-funded activities. All complaints will be addressed in writing within 15 working days of receipt. Citizens may submit complaints by mail, email, or phone to:

City of Cape Girardeau, Administrative Services Department
Attn: Alex McElroy
44 North Lorimier Street
573-339-6320
cdbg@cityofcapegirardeau.org

Amendment of the Citizen Participation Plan

The City may amend this Citizen Participation Plan as necessary to ensure compliance with federal regulations or to improve public participation. Any substantial amendments will follow the same procedures for public notice and hearings as outlined above.

Contact Information

For questions or further information regarding the Citizen Participation Plan or CDBG program, please contact:

City of Cape Girardeau, Administrative Services Department
Attn: Alex McElroy
44 North Lorimier Street
573-339-6320
cdbg@cityofcapegirardeau.org

Adopted by the City of Cape Girardeau on _____.

This Citizen Participation Plan ensures that Cape Girardeau residents have meaningful opportunities to contribute to decisions related to CDBG-funded activities, especially those who are most affected by these projects. The City is committed to transparency and inclusivity in the process.

Table A: CDBG Public Notice Summary

Type of Document	Public Hearing	Hearing Notice	Public Comment Period	Notices in Public Areas
Citizen Participation Plan	N/A	N/A	15-calendar day public comment period ending upon Council approval of the item.	Post notice-identifying purpose of the draft plan, comment period, and location of draft for public review and comment.
Consolidated Plan and/or Annual Action Plan	2 (one during development of the plan and one at the conclusion of the public comment period)	Run a notice in newspaper at least 14 calendar days prior to <u>each</u> hearing or at the beginning of the public comment period, whichever is first.	30-calendar day public comment period ending upon Council approval of the item.	Post notice listing all meetings/hearings for the planning/adoption phase with enough detail for the public to recognize the purposes of the meetings, draft document locations and dates for comment periods.
Substantial Amendments to Citizen Participation Plan, Consolidated Plan and/or Annual Action Plan	Each substantial amendment requires one (1) public hearing, typically occurring in Spring and Fall depending on the need.	Run a notice in newspaper at least 14 calendar days prior to <u>each</u> hearing or at the beginning of the public comment period, whichever is first.	30-calendar day public comment period ending upon Council approval of the item.	Post notice describing amendment items and location of drafts for public review & comment.
Annual Performance Report/CAPER	1 (September)	Run a notice in newspaper at least 14 calendar days prior to the hearing or at the beginning of the public comment period, whichever is first.	15-calendar day public comment period ending upon Council approval of the item	Post notice-identifying purpose of hearing, comment period, & location of drafts for public review and comment.
Documents and drafts for public comment will be available on the City’s website, which will also provide updates and links to other information.				



January 9, 2025

Mayor Stacy Kinder
City of Cape Girardeau
44 N. Lorimier
Cape Girardeau, MO 63701

City Council
City of Cape Girardeau
44 N. Lorimier
Cape Girardeau, MO 63701

Dear Mayor Kinder and City Council Members:

I would like to take this opportunity to strongly endorse the effort by our city to develop a Community Development Block Grant (CDBG) Program. For too many years we have left the redevelopment of South Cape to private interests with results that are less than optimal. I believe it is time to redirect available programs to the revitalization and redevelopment of South Cape with an eye towards expanding, as quickly as possible, home ownership in that community.

Currently, the vast majority of the homes are held by landlords and as a result our poorer citizens are unable to develop generational wealth to pass on to their children and instead pay rent which does not accrue to their future benefit. Over the years I have encouraged the development of a program to support such goals on home ownership. We finally have a very effective program in the PORCH Initiative that is directed by the very capable Councilwoman Tameka Randle. During the last several years PORCH has demonstrated the wise use of available funds that has resulted in very positive results for our community.

The CDBG program would, I believe, encourage additional support from the business community and would have a positive affect on reducing the nagging problems of crime and gun violence, which seems to accelerate when home ownership is at a lower level. Currently, the vast majority of South Cape seems to involve rental property and, while some of that is needed, it is apparent that a better balance between rental property and home ownership needs to be developed.

South Cape is home to a significant number of businesses and organizations that are vital to our community. They include the River Campus of Southeast Missouri State University, Cape Girardeau's largest industrial park, Stanley Batch Systems, Inc., Buzzi Unicem USA, one of the of largest cement companies in the Midwest, Cape Central High School, Mineral Area College, Career and Technology Center, Community Counseling Center, Jefferson School complex, Shawnee Park, three campuses of Mercy Hospital and the VA Healthcare Center. All of these entities have provided a substantial investment for the benefit of our community and I believe it is time, as a city, that we invest community support so that our residential areas can meet the same high standards that they have provided for us.



Mayor Stacy Kinder
City Council
City of Cape Girardeau

Page 2
January 9, 2025

I look forward to continuing my support of PORCH and look forward to the City of Cape Girardeau and other businesses to join in on this very significant effort. I strongly encourage the City Council and City leadership to strengthen their support for the poorest families in our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Earl H. Norman".

Earl H. Norman
Chairman & CEO

Staff: JoJo Stuart, Airport Manager
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

25-

SUBJECT

Missouri Highways and Transportation Commission Airport Aid Agreement to fund Vehicle Parking Expansion - New Terminal at the Cape Girardeau Regional Airport, Project No. AIR 246-077A-2.

EXECUTIVE SUMMARY

The funding from this Airport Aid Grant Agreement will fund 100% of a long-term parking lot at the Cape Girardeau Regional Airport (CGI). The funds will be used to construct an additional long-term parking lot to provide ample accommodations for all parties affiliated with the daily airport operations and passengers anticipated in the TAMP (Terminal Area Master Plan).

BACKGROUND/DISCUSSION

TAMP showed the need for additional parking at the airport to ensure timely access to the airport's New Terminal. This grant will provide the needed parking spots for the current and for the predicted increase of passengers in the near future.

FINANCIAL IMPACT

No Financial impact.

STAFF RECOMMENDATION

It is recommended the City Council approve an ordinance allowing the City Manager to execute the attached Airport Aid Agreement, Project No. AIR 246-077A-2, with the Missouri Highways and Transportation Commission, in the amount of \$348,189 to fund a vehicle parking expansion for the new terminal at Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
25-09_MODOT_Grant_Parking_Expansion.doc	Ordinance
CGI_Airport_Aid_Agreement_Parking_Expansion.pdf	Airport Aid Agreement

BILL NO. 25-09

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO FUND VEHICLE PARKING EXPANSION - NEW TERMINAL AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

Article 1. The City Manager is hereby authorized to execute, on behalf of the City, a Grant Agreement between the City of Cape Girardeau and the Missouri Highways and Transportation Commission, to fund Vehicle Parking Expansion - New Terminal, Project No. AIR 246-077A-2, at the Cape Girardeau Regional Airport. The City Clerk is hereby authorized to attest to said document and to affix the seal of the City thereto. 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 Ordinance.

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

PASSED AND APPROVED THIS _____ day of _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CCO Form: MO01
Approved: 02/94 (MLH)
Revised: 05/24 (MWH)
Modified:

Sponsor: City of Cape Girardeau
Project No.: AIR 246-077A-2

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Cape Girardeau (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated October 2, 2023, and specifically described as follows:

VEHICLE PARKING EXPANSION – NEW TERMINAL

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Three Hundred Forty-Eight Thousand One Hundred Eighty-Nine Dollars (\$348,189); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2027. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly

obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(4) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(5) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for twenty (20) years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(6) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) under this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) When land donations are used, the costs for land may be submitted with an appraisal prepared by a Missouri Department of Transportation (hereinafter, "MoDOT" or "Department")-certified appraiser. All donations must be preapproved by the Commission to ensure eligibility for funding.

(E) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(9) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

(10) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (Title 42 United States Code (USC) §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*).

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(12) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

(15) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(16) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(17) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(18) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(19) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(20) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Department and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(22) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(23) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for architectural, engineering and/or land surveying services, as defined in section 8.287 RSMo, shall be procured by competitive proposals, and the procurement process shall comply with sections 8.285-8.291 RSMo.

(24) ASSIGNMENT: The Sponsor shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(26) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(28) LAND INTERESTS: When grant funds are used to pay for land or aviation easements, the following requirements apply:

(A) Acquisition of Land - Fee Simple Title: The Sponsor shall obtain a qualified attorney's title opinion to assure the Sponsor receives fee simple title, free and clear of any encumbrance that could adversely affect the operation, maintenance, or development of the airport.

The attorney's title opinion shall be furnished by the Sponsor to the Commission for review. The Sponsor shall acquire the property in fee simple absolute by general warranty deed from the grantors. A copy of the deed shall be furnished to the Commission for review. The Sponsor shall record the deed in the land records of the county recorder's office in the county where the airport is located.

(B) Acquisition of Avigation Easements: The Sponsor shall obtain a qualified attorney's title opinion to assure that the Sponsor has obtained the required

interest in and to the easements to be acquired, free and clear of any encumbrances that would be incompatible with or would interfere with the exercise and enjoyment by the Sponsor of the rights and interests conveyed, and that the grantors of easements constituted all of the owners of the land affected by the easements.

(C) Land Cost Reimbursement by Federal Government Use as Local Share Only: Since it is the intent of the state of Missouri that funds provided under this Agreement be used only for aeronautical purposes, the Sponsor hereby covenants and agrees that it will not request reimbursement from the United States Government for the cost of land acquired with the funds granted under this Agreement; provided, however, that nothing in this paragraph shall be construed to prevent the Sponsor from using all or any part of the acquisition cost of this land to make up its share of eligible project costs incurred under any airport development grant from the United States Government.

(D) Aeronautical Use: If land interests are not used for aeronautical purposes within five (5) years, the Sponsor shall at the request of the Commission return the full amount of those grant funds used to purchase the land interests. The Sponsor may request an extension of this time period in writing to the Commission.

(29) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(30) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

(31) RESPONSIBILITY FOR PROJECT SAFETY: During the full term of the project, the Sponsor shall be responsible for the installation of any signs, markers, or other devices required for the safety of the public. All markers or devices required on the airport will conform to Federal Aviation Administration (FAA) regulations or specifications that may apply. The Sponsor shall issue, through the applicable FAA Flight Service Station, any and all Notices to Airmen that may be required.

(32) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an

itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(33) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the Commission concurs that such adaptation is appropriate considering safety, economy, and efficiency of operation.

(34) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule, etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications, and estimates to the Commission for review and acceptance prior to advertising for bids for construction.

(35) REVIEW OF BIDS AND CONTRACT AWARD: The Commission shall review all contractors' bids and approve the selection of the apparent successful bidder prior to the Sponsor awarding the construction contract.

(36) NOTICE TO PROCEED: After the Commission receives copies of the executed construction contract between the Sponsor and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement, the Commission will authorize the Sponsor to issue a notice to proceed with construction.

(A) The Sponsor shall issue a notice to the contractor within ten (10) days of authorization by the Commission, unless otherwise approved by the Commission.

(B) Any construction work performed prior to the Sponsor's issuance of a Notice to Proceed shall not be eligible for funding participation.

(37) CONSTRUCTION OBSERVATION/INSPECTION REQUIREMENTS: In conjunction with submittal of the Notice to Proceed documentation, the Sponsor shall provide a construction observation/inspection program setting forth a format for accomplishment of resident observation, construction inspection and overall quality assurance.

(38) CONSTRUCTION PROGRESS AND INSPECTION REPORTS: The Sponsor shall provide and maintain adequate, competent and qualified engineering supervision and construction inspection at the project site during all stages of the work to ensure that the completed work conforms with the project plans and specifications.

Project oversight by the Commission's project manager or other personnel does not relieve the Sponsor of this responsibility.

(A) The Sponsor shall require the resident project representative to keep daily construction records and shall submit to the Commission a Weekly Construction Progress and Inspection Report (available on MoDOT's aviation section website), completed by the resident project representative. A weekly summary of tests completed shall be included.

(B) Prior to final acceptance, the Sponsor shall provide to the Commission a testing summary report bearing the engineer's seal and including a certification from the engineer that the completed project is in compliance with the plans and specifications.

(C) Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc. have been paid.

(39) CHANGE ORDERS/SUPPLEMENTAL AGREEMENTS: All change orders/supplemental agreements must be submitted to the Commission for approval prior to implementation to ensure funding eligibility. Requests for additional work for items not included in the original bid must be accompanied by a cost analysis to substantiate the proposed costs.

(40) RECORD DRAWINGS: The Sponsor shall provide one (1) electronic set of as-built construction drawings on a compact disc in .pdf format copied to a single file (each sheet must be sealed, signed, and dated by the engineer) to the Commission upon project completion. In addition, the Sponsor shall provide six (6) updated Airport Layout Drawings (ALD's) showing as-built conditions, if required. The Commission will forward updated ALDs to the FAA central region office.

(41) FILING NOTICE OF LANDING AREA PROPOSAL: When a project involving changes to the runway will be implemented at an airport, the Sponsor must submit FAA Form 7480-1 ("Notice of Landing Area Proposal") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. A copy of the form as filed with the FAA and the FAA airspace determination letter must be provided to the Commission. This form must be submitted for any projects that involve the widening or lengthening of an existing runway or construction of a new runway.

(42) FILING NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION: When a development project that does not involve changes to the runway will be implemented at an airport, the Sponsor must electronically submit FAA form 7460-1 ("Notice of Proposed Construction of Alteration") to the FAA not less than one hundred twenty (120) days prior to commencement of any construction or alteration. Electronic submittal of FAA form 7460-1 must be submitted for construction of any permanent structures on the airport, temporary structures over twenty (20) feet in height or use of construction equipment over twenty (20) feet tall. It is not necessary for routine

construction projects unless they include above ground installations.

(43) PROMPT PAYMENT: The Commission and the Sponsor require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

(44) STATE WAGE LAWS: The Sponsor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Sponsor shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by Sponsor on _____(date).

Executed by Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____
(if applicable)

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

25-xxx

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation and James L. Drury and Wanda L. Drury Revocable Real Estate Trust Dated February 22, 1994 for property located at 151 – 159 South Mount Auburn Road in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation and James L. Drury and Wanda L. Drury Revocable Real Estate Trust Dated February 22, 1994 for property located at 151 – 159 South Mount Auburn Road in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

Midamerica Hotels Corporation remodeled 3 buildings on their property at 151, 155 & 159 S Mt. Auburn Rd. As part of the remodel and rebuild project, a new water main extension was constructed looping a water line between S Mount Auburn Rd and S Farrar Drive. This new water line traverses across 2 owners properties; therefore, the new water line easement is being granted by 2 different property owners: Midamerica Hotels Corporation and James L. Drury and Wanda L. Drury Revocable Real Estate Trust. This new water main, hydrants, and other infrastructure will be turned over to the City as part of City infrastructure. For the City to maintain this water line and infrastructure, the new water line easement is being granted to allow the City access to both properties.

FINANCIAL IMPACT

None. The easement was donated. The property owner will pay for the cost of recording the new easement via engineering fees.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Water Line Easement from Midamerica Hotels Corporation and James L. Drury and Wanda L. Drury Revocable Real Estate Trust Dated February 22, 1994 for property located at 151 – 159 South Mount Auburn Road.

ATTACHMENTS:	
Name:	Description:
25-10_PWE_151-159_S_MNT_AUBURN_.doc	Ordinance
EXECUTED_Water_Line_Easement_151_S_Mt_Auburn_Rd.pdf	Easement Agreement
EXHIBIT_Water_ESMT_151-159_S_Mt_Auburn.pdf	Exhibit - Easement
Exhibit_Overall_Site_Improvement_Plan_151-159_S_Mt_Auburn_Rd.pdf	Exhibit - Overall Site Plan

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FOR PROPERTIES LOCATED AT 151 - 159 SOUTH MOUNT AUBURN ROAD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Water Line Easement from Midamerica Hotels Corporation and James L. Drury and Wanda L. Drury Revocable Real Estate Trust Dated February 22, 1994 for properties located at 151 - 159 South Mount Auburn Road, in the City of Cape Girardeau, Missouri, described as follows:

All of that part of Outlot Number 84 of United States Private Survey Number 2199, and all of that part of United States Private Survey Number 3090, in Township 30 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, and more particularly described as follows:

Commence at a round ½" diameter iron rod on the southeast corner of Lot #2 of Physicians Alliance Subdivision, as recorded in Plat Book 2 at Page 31, in the Land Records of Cape Girardeau County; thence South 04°40'32" West, 27.03 feet to the point of beginning; thence South 85°19'28" East, 239.92 feet to a point on the west line of Mt. Auburn Road, thence with said west line, South 04°41'48" West, 25.01 feet; thence leaving said west line, North 85°18'12" West, 18.84 feet; thence North 04°40'32" East, 5.00 feet; thence North 85°19'28" West, 348.52 feet; thence South 04°41'58" West, 197.97 feet; thence South 85°16'37" East, 13.81 feet; thence south 04°43'23" West, 20.00 feet; thence North 85°16'37" West, 40.78 feet; thence South 49°43'35" West, 28.48 feet; thence North 72°01'25" West, 57.79 feet; thence North 84°46'26" West, 34.57 feet; thence South 48°43'34" West, 39.94 feet; thence North 85°21'32" West, 243.78 feet; to a point on the east line of Farrar Drive, thence with said east line of Farrar Drive, along the arc of a curve concave to the East having a radius of 95.00 feet, a distance of 19.78 feet (the chord across said arc bears North 1°22'21" West, 19.75 feet; thence continuing along the east line of said

Farrar Drive, North 04°35'35" East, 0.36 feet; thence leaving said east line; South 85°21'32" East, 237.37 feet; thence North 48°43'34" East, 40.06 feet; thence South 84°46'26" East, 45.40 feet; thence South 72°01'25" East, 48.88 feet; thence North 49°43'35" East, 25.62 feet; thence South 85°16'37" East, 15.25 feet; thence North 04°41'58" East, 217.95 feet; thence South 85°19'28" East, 147.44 feet to the point of beginning and containing 20,725 square feet, more or less.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



PERMANENT WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **MIDAMERICA HOTELS CORPORATION** and **JAMES L. DRURY AND WANDA L. DRURY REVOCABLE REAL ESTATE TRUST DATED FEBRUARY 22, 1994**, hereinafter referred to as GRANTORS, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter call the "City", the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

All of that part of Outlot Number 84 of United States Private Survey Number 2199, and all of that part of United States Private Survey Number 3090, in Township 30 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, and more particularly described as follows:

Commence at a round $\frac{1}{2}$ " diameter iron rod on the southeast corner of Lot #2 of Physicians Alliance Subdivision, as recorded in Plat Book 2 at Page 31, in the Land Records of Cape Girardeau County; thence South $04^{\circ}40'32''$ West, 27.03 feet to the point of beginning; thence South $85^{\circ}19'28''$ East, 239.92 feet to a point on the west line of Mt. Auburn Road, thence with said west line, South $04^{\circ}41'48''$ West, 25.01 feet; thence leaving said west line, North $85^{\circ}18'12''$ West, 18.84 feet; thence North $04^{\circ}40'32''$ East, 5.00 feet; thence North $85^{\circ}19'28''$ West, 348.52 feet; thence South $04^{\circ}41'58''$ West, 197.97 feet; thence South $85^{\circ}16'37''$ East, 13.81 feet; thence south $04^{\circ}43'23''$ West, 20.00 feet; thence North $85^{\circ}16'37''$ West, 40.78 feet; thence South $49^{\circ}43'35''$ West, 28.48 feet; thence North $72^{\circ}01'25''$ West, 57.79 feet; thence North $84^{\circ}46'26''$ West, 34.57 feet; thence South $48^{\circ}43'34''$ West, 39.94 feet; thence North $85^{\circ}21'32''$ West, 243.78 feet; to a point on the east line of Farrar Drive, thence with said east line of Farrar Drive, along the arc of a curve concave to the East having a radius of 95.00 feet, a distance of 19.78 feet (the chord across said arc bears North $1^{\circ}22'21''$ West, 19.75 feet; thence continuing along the east line of said Farrar Drive, North $04^{\circ}35'35''$ East, 0.36 feet; thence leaving said east line; South $85^{\circ}21'32''$ East, 237.37 feet; thence North $48^{\circ}43'34''$ East, 40.06 feet; thence South $84^{\circ}46'26''$ East, 45.40 feet; thence South $72^{\circ}01'25''$ East, 48.88 feet; thence North $49^{\circ}43'35''$ East, 25.62 feet; thence South $85^{\circ}16'37''$ East, 15.25 feet; thence North $04^{\circ}41'58''$ East, 217.95 feet; thence South $85^{\circ}19'28''$ East, 147.44 feet to the point of beginning and containing 20,725 square feet, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property for the management of water infrastructure for the purpose of enabling the City of Cape Girardeau, Missouri, its agents, servants and assigns to excavate, build, maintain, construct, operate, and repair said water utilities from time to time, in, on, upon, or across said described

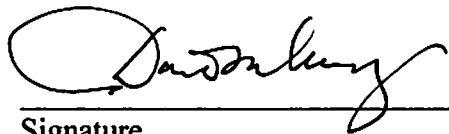
property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

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

The undersigned covenant that they are the owners in fee simple of the above described property and has the legal right to convey same.

IN WITNESS WHEREOF, the undersigned has executed this easement this 19th day of December, 2024.


MIDAMERICA HOTELS CORPORATION



Signature

David M. Drury, President
Printed Name and Title

**JAMES L. DRURY AND WANDA L. DRURY
REVOCABLE REAL ESTATE TRUST**



Signature

Harold G. Hale, Trustee
Printed Name and Title

STATE OF MISSOURI)

)ss.

COUNTY OF CAPE GIRARDEAU)

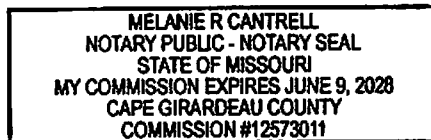
BE IT REMEMBERED, that on this 19th day of December, 2024 before me, the undersigned notary public, personally appeared Daniel M. Drury, who being by me duly sworn, did state that he/she is the authorized representative for MIDAMERICA HOTELS CORPORATION, and that the within instrument was executed on behalf of said Corporation, and acknowledged that he/she has executed the same for the purposes therein contained.

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

Melanie R. Cantrell
Notary Public

My Commission expires:

June 9, 2028



Melanie R. Cantrell
Notary Printed Name

STATE OF MISSOURI)

)ss.

COUNTY OF CAPE GIRARDEAU)

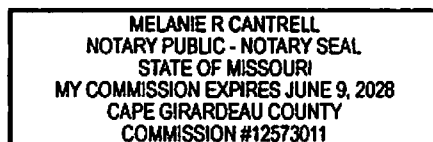
BE IT REMEMBERED, that on this 19th day of December, 2024 before me, the undersigned notary public, personally appeared Harold G. Hale, who being by me duly sworn, did state that he/she is the authorized representative for JAMES L. DRURY AND WANDA L. DRURY REVOCALBE REAL ESTATE TRUST, and that the within instrument was executed on behalf of said Trust, and acknowledged that he/she has executed the same for the purposes therein contained.

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

Melanie R. Cantrell
Notary Public

My Commission expires:

June 9, 2028

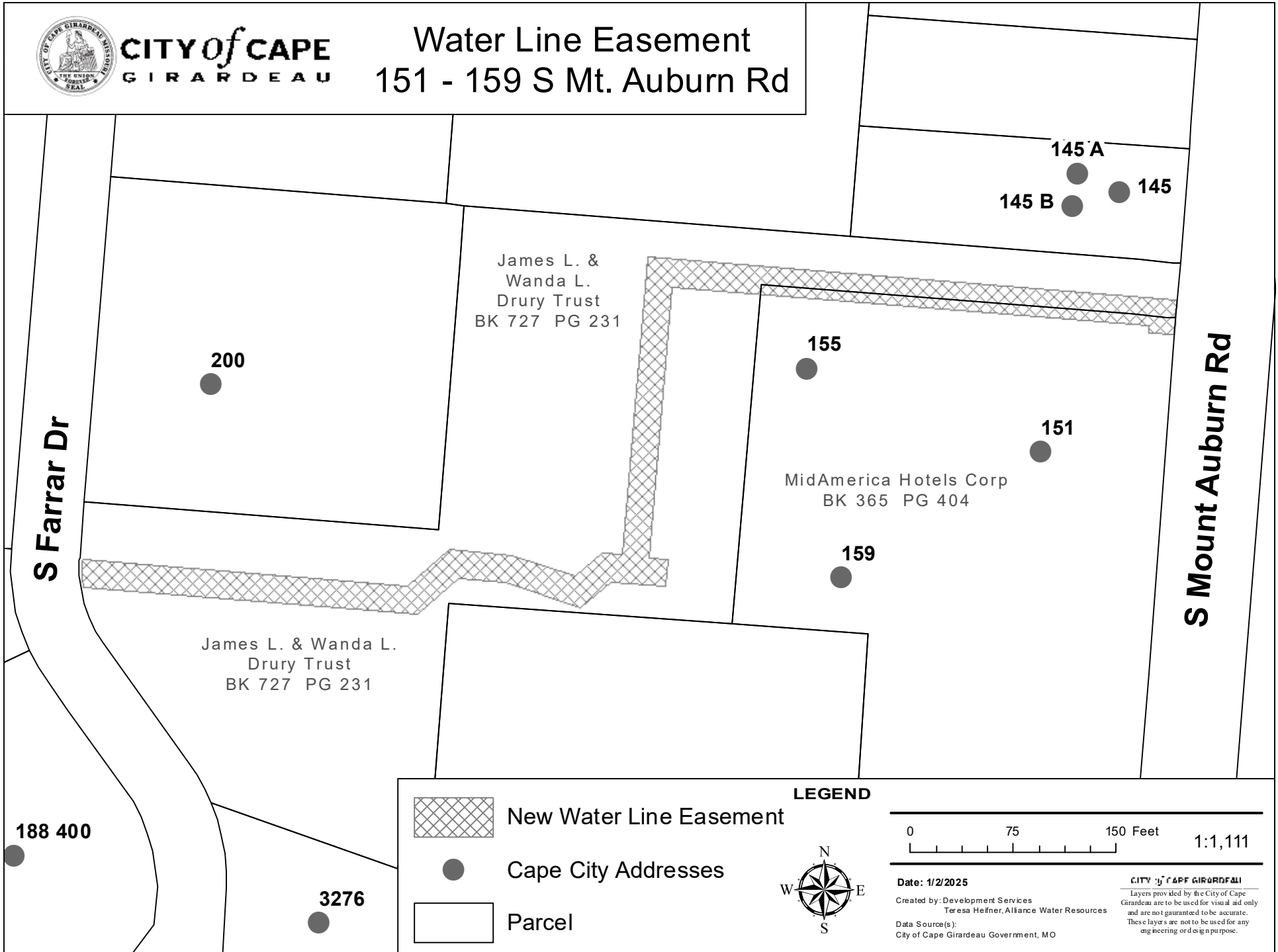


Melanie R. Cantrell
Notary Printed Name



CITY of CAPE
GIRARDEAU

Water Line Easement 151 - 159 S Mt. Auburn Rd



New Water Line Easement

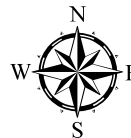


Cape City Addresses



Parcel

LEGEND



Date: 1/2/2025

Created by: Development Services
Teresa Hefner, Alliance Water Resources

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

CITY of CAPE GIRARDEAU

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

LEGEND	
	PROPOSED CONCRETE PAVEMENT (PHASE 2)
	PROPOSED BUILDING FOOTPRINT
	PROPOSED CONCRETE PAVEMENT (PHASE 1)
	PROPOSED SIDEWALK
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED 8" WATER SERVICE LINE
	PROPOSED FIRE HYDRANT
	PROPOSED 6" FIRE LINE
	PROPOSED TEE
	PROPOSED WATER METER
	PROPOSED GATE VALVE
	PROPOSED GAS SERVICE LINE
	PROPOSED GAS VALVE
	SUBJECT PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	LIMITS OF DISTURBANCE

ITEM	NOTE
1	WATERLINE 1. LINE SHALL TIE TO EXISTING WATERLINE RUNNING ALONG THE WEST SIDE OF MT. AUBURN ROAD WHERE EXISTING FIRE HYDRANT TEE/VALVE IS LOCATED. SEE SITE PLAN (SHEET C2.1) AND WATER LINE PROFILES (SHEET C3.6-C3.8) FOR FURTHER INFORMATION.
2	WATERLINE 2. LINE SHALL CONNECT TO WATERLINE 1 AND TO EXISTING WATERLINE RUNNING ALONG WEST SIDE OF FARRAR DRIVE. SEE SITE PLAN (SHEET C2.1) AND WATER LINE PROFILES (SHEET C3.6-C3.8) FOR FURTHER INFORMATION.
3	FIRE HYDRANT LINES 1, 2, AND 3. SEE SITE PLAN (SHEET C2.1) AND WATER LINE PROFILES (SHEET C3.6-C3.8) FOR FURTHER INFORMATION.
4	STORM LINE 1. REFER TO STORM PROFILE ON SHEET C3.3 FOR DETAILS.
5	STORM LINE 2. REFER TO STORM PROFILE ON SHEET C3.4 FOR DETAILS.
6	STORM LINE 3. REFER TO STORM PROFILE ON SHEET C3.5 FOR DETAILS.
7	EXISTING SANITARY SEWER.
8	PROPOSED 4" SDR-35 SANITARY SEWER SERVICE LINE AT 1% MINIMUM SLOPE. MAINTAIN MINIMUM OF 3' OF COVER OVER PROPOSED SERVICE LINE. REFER TO MEP PLANS FOR CONNECTION TO BUILDING AND ADDITIONAL DETAILS. COORDINATE CONNECTIONS TO PROPOSED SERVICE WITH CITY OF CAPE GIRARDEAU SANITARY SEWER DEPARTMENT. INSTALL SEWER CLEANOUTS TO FINISHED GRADE AT ALL BENDS AND AT A MAXIMUM OF 100' ALONG PIPE. REFER TO TYPICAL SEWER CLEANOUT DETAIL ON SHEET C2.2.

AREA TO BE DISTURBED

TOTAL PROJECT AREA: 115,816 SF (2.66 ACRES)
 TOTAL AREA TO BE DISTURBED: 89,957 SF (2.07 ACRES)

WATER LINE NOTES

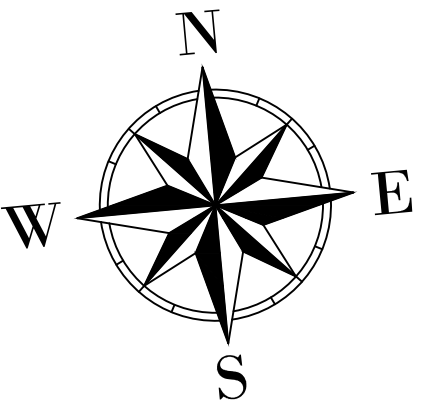
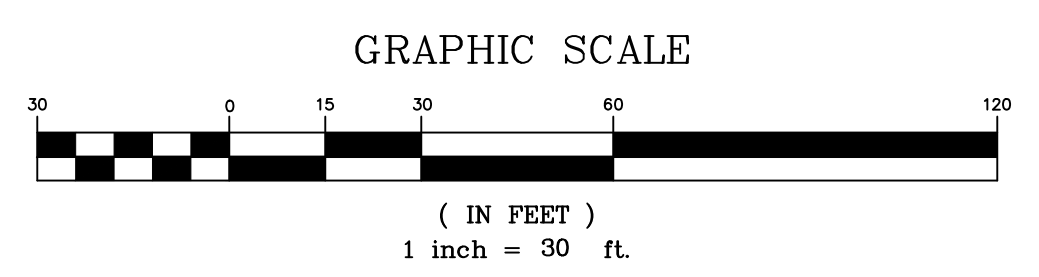
WATER LINE 1 SHALL TERMINATE WITH A STRADDLE BLOCK TO ALLOW FOR FUTURE FLUSHING AND LINE EXTENSION WITHOUT SERVICE DISRUPTION.

CONTRACTOR SHALL INCLUDE ADDITIONAL VERTICAL FITTINGS AS REQUIRED TO ENSURE DEFLECTION IS IN COMPLIANCE WITH MANUFACTURER'S STANDARDS.

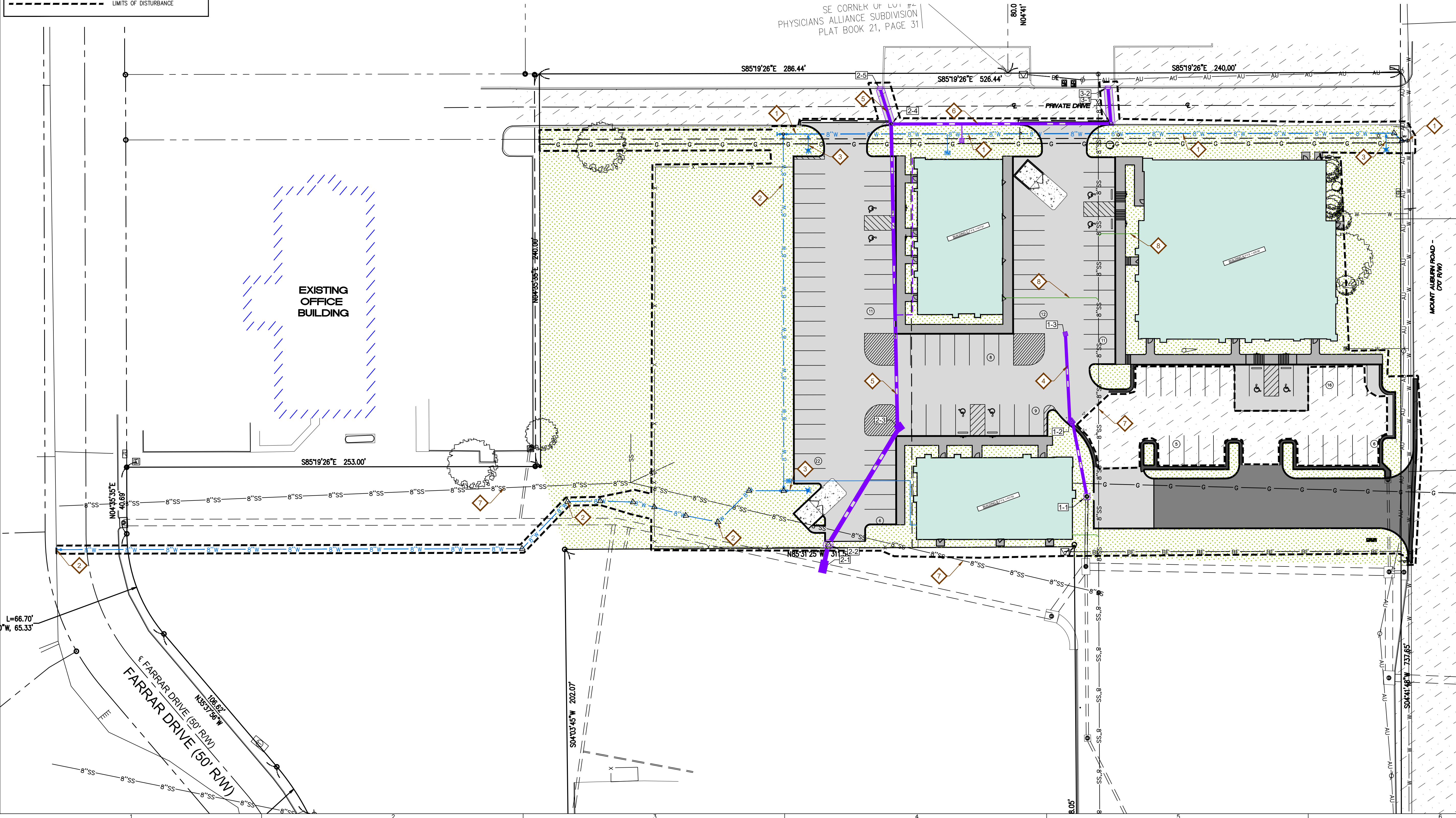
ALL NEWLY INSTALLED FIRE HYDRANTS SHALL BE FIRE HYDRANT ASSEMBLIES.

SITE PLAN NOTES

- EXISTING WATERLINE LOCATIONS ARE APPROXIMATE BASED ON ONE-CALL LOCATIONS AND THE CITY OF CAPE GIRARDEAU GIS. CONTRACTOR SHALL FIELD LOCATE AND COORDINATE ALL CONNECTIONS WITH THE CITY OF CAPE.
- CONTRACTOR SHALL COORDINATE RELOCATION OF ANY EXISTING UTILITIES FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION AS NECESSARY WITH THE APPROPRIATE UTILITY COMPANY.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU STANDARD SPECIFICATIONS.
- ALL DISTURBED AREAS NOT INDICATED AS PAVEMENT SHALL BE SOD OR SEEDED AND STRAWED PER EROSION AND SEDIMENT CONTROL REQUIREMENTS IN SECTION 23-8 (12). REFER ALSO TO LANDSCAPE PLAN ON SHEET C4.1.
- FULL TRENCH DEPTH GRANULAR BACKFILL WHERE PROPOSED UTILITY PIPES CROSS UNDER PAVEMENT. REFER TO TYPICAL UTILITY TRENCH DETAIL ON SHEET C2.2.
- REFER TO MEP PLANS FOR SITE LIGHTING PLAN, INCLUDING PHOTOMETRIC PLAN.
- NEW EASEMENTS SHALL BE PREPARED FOR WATER MAINS ONCE MAIN EXTENSIONS ARE READY FOR ACCEPTANCE.



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



KE KOEHLER ENGINEERING AND LAND SURVEYING, INC.
 MO LS COA. LS 000262 MO ENGINEERING COA. 2003018834
 Civil Engineering and Surveying Services
 Phone: 573.325.3029 www.koehlerengineering.com

SITE IMPROVEMENT PLANS FOR MIDAMERICA HOTELS CORPORATION
 151 S. MOUNT AUBURN RD., CAPE GIRARDEAU, MISSOURI, 63701
 (PHASE II)
 C/O: PAUL JAMES MIDAMERICA HOTELS CORPORATION
 4072 STATE HIGHWAY K
 CAPE GIRARDEAU, MISSOURI 63701

SEAL

 CHRISTOPHER L. KOEHLER - ENGINEER
 PE-3874
 THIS DRAWING IS NOT TO BE REPRODUCED WITHOUT THE PERMISSION OF KOEHLER ENGINEERING. NOT VALID FOR PROFESSIONAL PURPOSES UNLESS SIGNED AND SEALED.

CoCG DIGITAL STAMP
CITY OF CAPE GIRARDEAU
 INSPECTION SERVICES
REVIEWED FOR CODE COMPLIANCE BY DANIEL BERRY
 Reviewer: 8/7/2024
 Date

REV.	DATE	DESCRIPTION

OVERALL CIVIL SITE & UTILITY PLAN

KELS PACT NO. 38223	OWNR PACT NO.
DESIGNED BY RR	SHEET NO.
DRAWN BY SD	C2.0
CHECKED BY CR	06.26.2024
DATE	

Staff: Jake Garrard, PE, City Engineer
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

25-xxx

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from Community Counseling Center for property located at 1987 Rusmar Street in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Water Line Easement from Community Counseling Center for property located at 1987 Rusmar Street in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The Community Counseling Center is building a new building at 1987 Rusmar St. As part of that build, a water main extension was constructed across Rusmar Street to bring a fire hydrant to the south side of Rusmar St for this new building. This water main, hydrant, and other infrastructure will be turned over to the City as part of City infrastructure. For the City to maintain this water line and infrastructure, Community Counseling Center is granting a water line easement to allow the City access to maintain.

FINANCIAL IMPACT

None. The easement was donated. The property owner will pay for the cost of recording the new easement via engineering fees.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Water Line Easement from the Community Counseling Center for property located at 1987 Rusmar Street.

ATTACHMENTS:

Name:	Description:
☐ 25-11_PWE_1987_Rusmar_.doc	Ordinance
☐ Water_Line_Easement_1987_Rusmar__EXECUTED_.pdf	Easement Agreement
☐ GOOD__CCC_Water_Line_Easement__EXHIBIT.pdf	Exhibit

BILL NO. 25-11

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FROM COMMUNITY COUNSELING CENTER FOR PROPERTY LOCATED AT 1987 RUSMAR STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Water Line Easement from Community Counseling Center, for property located at 1987 Rusmar Street, in the City of Cape Girardeau, Missouri, described as follows:

PART OF LOT THREE (3) OF B & E WEST THIRD SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 5 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 3 OF THE B & E WEST THIRD SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 5 IN THE COUNTY LAND RECORDS, THENCE WITH THE NORTH LINE OF SAID LOT 3, SOUTH 82°38'16" WEST, 14.47 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 07°56'10" EAST, 34.01 FEET; THENCE SOUTH 82°38'16" WEST, 20.00 FEET; THENCE NORTH 07°56'10" WEST, 34.01 FEET; THENCE NORTH 82°38'16" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



PERMANENT WATER LINE EASEMENT
1987 Rusmar Street

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

PART OF LOT THREE (3) OF B & E WEST THIRD SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 5 IN THE COUNTY LAND RECORDS, LOCATED IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS:

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

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

[Faint, illegible text, likely a signature or stamp]

Signature Page to Follow

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

IN WITNESS WHEREOF, the undersigned has executed this easement this 23 day of December, 2024.

COMMUNITY COUNSELING CENTER

[Signature]
Signature

Wendy Ice, CEO
Printed Name and Title

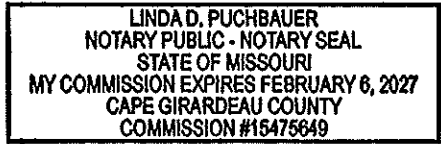
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

BE IT REMEMBERED, that on this 23rd day of December, 2024 before me, the undersigned notary public, personally appeared Wendy Ice, who being by me duly sworn, did state that they are the authorized representative for COMMUNITY COUNSELING CENTER, and that the within instrument was executed on behalf of said Organization, and acknowledged that he/she has executed the same for the purposes therein contained.

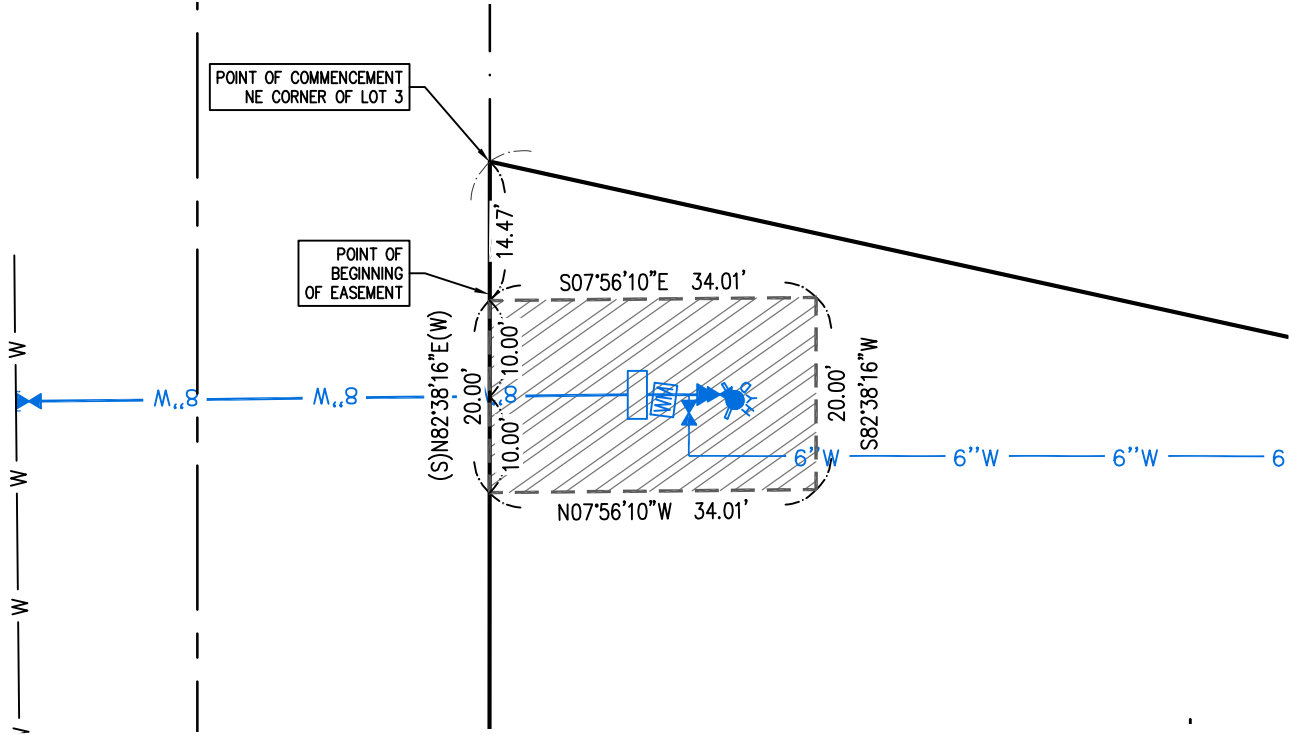
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

[Signature]
Notary Public
Linda D Puchbauer
Notary Printed Name

My Commission expires:
2/6/27



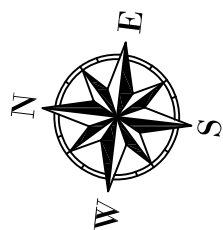
LEGEND

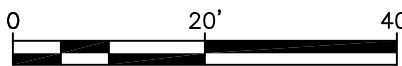
Description of Water Line Easement

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



HORIZONTAL SCALE

DATE: 12/12/2024

DRAWING
1 of **1**

**EASEMENT EXHIBIT FOR
COMMUNITY COUNSELING CENTER**
1987 RUSMAR STREET
CAPE GIRARDEAU, MO 63701



KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

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

Staff:
Agenda: 1/21/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Advisory Board Minutes

- Airport Advisory Board - 12/11/2024
- Board of Adjustment - 12/05/2024
- Convention & Visitors Bureau Advisory Board - 12/02/2024
- Golf Course Advisory Board -12/05/2024
- Gun Violence Task Force - WIP Nicolette
- Historic Preservation Commission - No Dec. Meeting
- Parks & Recreation Advisory Board - 12/09/2024
- Planning and Zoning Commission - No Dec. Meeting
- Tree Board -10/21/2024 & 12/16/2024

ATTACHMENTS:

Name:	Description:
10.21.24_Tree_Advisory_Board_Minutes.pdf	2024.10.21 Tree Board Minutes
AirportBoard-Minutes_12.11.2024_(002).pdf	2024.12.11 Airport Board Minutes
12.2.24_Board_Meeting_Minutes_-_DRAFT.pdf	2024.12.02 CVB Minutes
12.9.24_Advisory_Board_Meeting_Minutes_-_Draft.pdf	2024.12.09 Parks and Rec Board Minutes
Board_of_Adjustment_Minutes_12-05-24_Draft.pdf	2024.12.05 Board of Adjustment Minutes
12.16.24_-_Tree_Advisory_Board_Minutes_Draft.pdf	2024.12.16 Tree Board Minutes
Board_Minutes_12.5.24_draft.pdf	2024.12.05 Golf Minutes

TREE ADVISORY BOARD
Minutes
Monday, October 21, 2024
12:00 p.m.

Osage Centre • Meeting Room 1A

Present:

Jennifer Benkhen, Chairman
Robert Harris, Board Member
Angela Wilson, Board Member

Parks and Recreation Staff Present:

Doug Gannon, Parks & Recreation Director
Kaed Horrell, Parks Division Manager
Jackie Hamm, Parks Division Crew Leader
Kayla Otte, P&R Administrative Coordinator

City of Cape Staff Present:

Casey Brunke, Public Works Director

Opening

- Jennifer Benkhen called the meeting to order at 12pm on Monday, August 12, 2024 in the Osage Center meeting room 1A.

Approval of Minutes: August 12, 2024

- Jennifer asked for everyone to have a look over the minutes. Angela Wilson motioned to approve the minutes, Robert Harris seconded. Minutes approved.

Old Business

• **Broadway Trees**

- Kaed Horrell, City Manager Trevor Pulley and Jack Hamm will meet and discuss the future of the trees along Broadway and Independence. This meeting is to confirm that the City Manager is good with what the tree board has proposed for removal and replacement.
- In the meeting, Doug Gannon asked the board members if they approved of them going forward with the plan they put together. The board members unanimously approved.

• **Walker Park**

- The Parks Maintenance Crew has made huge progress on Walker Park, including filling in the basement and pool area of the old house, seeded and laid straw, the sign has been put up, and a gravel parking lot has been laid.
- Eventually a map will be put up to state where the property lines of the park area.
- There are future plans of possibly putting up a shelter and adding a trail through the wooded area.

• **Board Opening**

- Currently there are no applications for the Tree Advisory Board. Kaed asked that the board reach out to anyone they know that would be interested.

- Since this is a specialized board, they are looking for someone that has extensive knowledge in trees/plants.
- **Capaha Park Trees**
 - There are about 31 trees that are needing to be removed in Capaha Park. Two of them have already been removed and Jack Hamm has created a list of how urgent they need to be removed.
 - A few of the trees are to be contracted out due to where they are located, i.e. located near power lines, etc.
 - Every year, staff will go out and re-evaluate the status of the trees listed for removal and update with any new ones.

New Business

- **Storm Damage**
 - Within the last 2 months a huge tree in Rockwood Park came down, which brought attention to another tree which would probably come down the next time there is a big storm. Charlie's tree Service came out and took the top off the tree, so it couldn't cause damage to the neighboring properties.
 - No major storm damage since the August meeting, just a few limbs.
- **Dennis Scivally/Groves Park Trees**
 - In addition to Capaha, Jack will be going through the parks and making lists of trees that will need to be removed.
 - There are 5 at Groves Park and 1 at Dennis Scivally that need to come down soon.
 - The board has been tasked to go to the parks and give their opinion, if they agree with the initial assessment.

Reports

- **Staff Briefs**
 - A company has been brought in to refurbish the slides at Cape Splash.
 - The Cape County Rotary Club received a grant to do some trail improvements at the Brink Street entrance, which includes removal of the old wire fencing and replacement with a new split rail fence. They will also be cleaning up the shrubbery, adding a trash can and some signage.

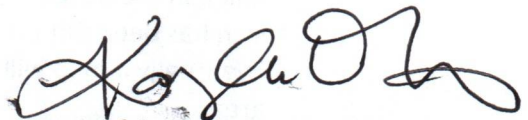
Other Business

- **Next Board Meeting – Monday, December 16, 2024**

Adjournment

- Motion to adjourn by Robert Harris, seconded by Angela Wilson.

Transcribed by: Kayla Otte, Administrative Coordinator



The Tree Advisory Board of the City of Cape Girardeau, Missouri may, as a part of the regular or special Tree Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys. Specifically, the Tree Advisory Board will hold a closed session to discuss legal actions and litigation, confidential communications with legal counsel, property acquisition and personnel matters, pursuant to RSMO. Sections 610.021(2) and 610.021(3).



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
December 11, 2024**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on December 11, 2024 at 6:17 am at The Dalhousie Golf Club.

Board Members Present:

Richard Knote, Chair
Kent Ward, Board Member (via phone)
Keith Boeller, Board Member
Bev Clear, Vice Chair
Justin Davidson, Board Member
Shawn Wasson, Board Member
Mark Mehner, Board Member
Bruce Loy, Board Member
Nancy Kopp, Board Member

Staff Present:

JoJo Stuart, Airport Manager
Audrey Lorch, Airport Support Spec.

Appearances – NA

Absent: NA

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 6:17pm. Mr. Loy approved the October 2024 minutes. Mr. Boeller second, All were in favor and the motion passed with a unanimous vote.

I. **Old Business -**

- **Airport Activity Report** – Mr. Stuart provided the November activity report. Contour continues increased enplanements for the holiday season, at this time there is a 28% increase in travel, year to date.
- **Cape Aviation Report** – Mr. Stuart presented the fuel reports for November, sales have continued to increase for the month; Jet Fuel sales are up 24% YTD and Low Lead sales are up 22% year to date. More discussion on topic.
- **Airport Projects Update -**
 - **T-Hangars** – Mr. Stuart stated the T-Hangars are waiting for electric panels and expected to be fully finished the week of December 23, the final walk through is scheduled for Wednesday Dec. 18; any punch list items will be considered then.

II. New Business –

- **Non-Agenda Items** – Mr. Stuart announced Richard Knoté’s term as Board Chair would end in April 2025, at that time the Board will consider Mr. Knoté’s replacement.

III. Adjournment – There being no other business, Mr. Knoté moved to adjourn the meeting, Mr. Loy first, Mr. Mehner, second. All were in favor. The meeting adjourned at 7:00pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

Visit Cape - Advisory Board Meeting Minutes - *DRAFT* Monday, December 2, 2024

Board Members Present:

Quantella Noto, Vice-Chairperson
Anissa Patel
Carl Ritter
Randy Kluge
Nate Saverino
Percy Huston, Parks & Recreation Advisory Board
Liaison

Board Members Absent:

Liz Haynes, Chairperson

John Echimovich

Rob Gilligan

Lyle Randolph

Parks and Recreation Department Staff Present:

Doug Gannon, Parks and Recreation Director

Brenda Newbern, Visit Cape Manager

Scott Williams, Recreation Division Manager

Penny Williams, Recreation Division Manager

Moriah Lincoln, Administrative Coordinator

Vice Chairperson Quantella Noto called the meeting to order at 12:13 pm at the Osage Centre meeting room 1A

Vice Chairperson Quantella Noto asked if everyone had a chance to look over the minutes from the November 4, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved through motion by Randy Kluge and second by Carl Ritter.

Vice Chairperson Quantella Noto called on Joshua Robison to cover the upcoming events within the Cape Girardeau area. Handouts including upcoming tournaments, meetings, events and conferences were distributed.

Vice Chairperson Quantella Noto called on Scott Williams for an update on the MSHSAA State Final Four Baseball bid status. The MSHSAA Selection Committee toured Capaha field with Glen Campbell of the Catfish and other local leaders. The Committee will make a decision by December 6 at which time we will be notified if we received the bid or not.

Vice Chairperson Quantella Noto called on Penny Williams for an update on the Special Olympics Missouri State Outdoor Games bid status. The SOMO Selection Committee will be visiting the later this week and will tour all the sites and facilities that will be used for the Outdoor Games in October. The Committee will meet and make a decision by the end of December.

Vice Chairperson Quantella Noto asked Brenda Newbern to cover the High Five Report provided by BOLD Marketing. Handouts were distributed for both October and November. Brenda hit on the key points of the High Five Report and the plan to keep growing the data.

Brenda Newbern gave an update on the Weekday Business Travel Growth Opportunities such as Motor coaches and senior travel. Brenda advised Joshua would be attending two different conferences that will focus on weekday travel options to offer. Brenda also handed out an example of trip planning ideas if someone wanted to stay local within Cape Girardeau.

Brenda and Penny gave an update on the Stay and Play packages and Extended Stay Package options. Penny, Scott and Brenda would like to develop a list of options Cape Girardeau has to offer and invite vendors to participate in the grouping. Brenda identified a website called RIPE to help run the package options with a cost of \$900.00 a month. The Board members would like to learn more about RIPE and how visitors would book their stay through the site.

Brenda Newbern covered the handouts from Simple View including the events in November and December.

Brenda Newbern covered the handout of the HMR report and indicated a continued upward trend in the numbers.

Nate Saverino passed out two maps that show the demographics of where tickets were purchased for the OVC Volleyball Tournament and the FCS Football Playoff Game.

No City Council Report.

The next board meeting will be at 12:00 pm Monday January 6, 2025, at the Osage Centre, Room 1AB.

Board and Staff Christmas Luncheon is December 17, 2024 at 12:00pm at the Shawnee Park Center.

The meeting adjourned at 1:19pm.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Convention and Visitors Bureau Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Convention and Visitors Bureau Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys..

DRAFT
Parks and Recreation Department
Advisory Board Meeting Minutes
Monday, December 9, 2024

Board Members Present:

- Percy Huston, Chairperson
- Philip Moore, Vice-Chair
- Tamara Buck
- Jerry Dement
- Lewis Jackson Hill
- Darrin Bruenderman
- John Spear
- Mary Ann Maloney
- Dr. Beverly Evans, Secretary

Thomas Drummond

David Cantrell, City Council Liaison

Parks and Recreation Department Staff Present:

- Doug Gannon, Director of Parks & Recreation
- Scott Williams, Recreation Division Manager
- Penny Williams, Recreation Division Manager
- Kaed Horrell, Parks Division Manager
- Brenda Newbern, Visit Cape Manager
- Moriah Lincoln, Administrative Coordinator



Chairman Percy Huston called the meeting to order at 5:31pm at the Osage Centre.

Chairman Percy Huston Welcomed new member Mark Moore and had everyone introduce themselves to Mark.

Chairman Percy Huston asked if everyone had a chance to look at the minutes from the November 12, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved through motion by Lewis Jackson Hill and second by Mary Ann Maloney.

Chairman Percy Huston called on Scott Williams for a MSHSAA Final Four Boy’s Baseball bid update. MSHSAA has not made a decision at this time. Scott or Doug will send an email of the decision once we are notified.

Chairman Percy Huston called on Penny Williams for an update on the Special Olympics Missouri (SOMO) State Outdoor Games bid. SOMO representatives came down last week and visited all possible venues that would be used for the games. The decision is between Cape Girardeau and Springfield Missouri. The decision will be made by the end of December.

Chairman Percy Huston called on Doug Gannon to discuss the FY ’25-’26 Budget Preparation. Work has begun on the budget with a focus on making necessary adjustments to raise the minimum wage for part-time employees.

Doug Gannon gave an update on the Youth Outdoor Sports Complex Project. The recommendation for Penzel Construction to be the project contractor will be presented to the City Council in January.

Kaed Horrell gave an update on Cape LaCroix Recreation Trail. We have the grant with MODOT to help widen and overlay the South end of the trail from Bloomfield Road to Shawnee Park. The current plan is to bid the project in the spring with a goal to start construction in summer 2025.

Kaed Horrell gave an update on the Brink Street Trail Head. The Cape County Rotary Club helped clean up the trailhead with a grant they received. The project included replacement of an old wire fence with a new wooden split rail fence and cut back the over growth of weeds and bushes. We will be replacing trail signs to complete the project.

Kaed Horrell gave update on the construction on the Visit Cape Offices at the Osage Centre. A new meeting room has been added as well as build out of the Visit Cape offices. New concrete steps and a wheelchair ramp are being added

outside the new entrance to the Visit Cape offices. Completion of the project is planned for mid-January. Delivery schedules of doors and windows could affect the time line.

Penny Williams gave an update on the Golf Course Advisory Board, which met December 5, 2025. Brad Wittenborn will be moving and will be stepping down from the board. The board will be making a recommendation to City Council for a new member in February. Board member applications are being accepted until then. There are currently two tee markers available for sponsorship. Kaed advised that the City is working on generating funds to replace the Golf Cart Fleet. There are 48 carts that will need replaced. Twenty-eight of the carts will be ordered in July 2025 with the remaining carts being replaced in 2026.

Brenda Newbern gave an update on Visit Cape. They have been reviewing stay and play packages and prospecting for the Rotatory Club conference to come to Cape. Staff are currently working with BOLD marketing on a budget for the next fiscal year. The latest HMR report was distributed for review.

Kaed Horrell gave an update on the Red House. The Advisory Committee is exploring options to replace the roof on the building.

Penny Williams gave an update on the Parks and Recreation Foundation. Breakfast with Santa is December 14, 2024 at the Shawnee Park Center. We will need volunteers from 8 – 10:30 am to help with the serving of the breakfast. The Celebration of Youth Sports Awards Banquet will be Friday January 24, 2025. We will need volunteers to help hand out awards and help with the silent auction. Percy Huston announced the new Park and Recreation Foundation Board Liaison is Phillip Moore.

David Cantrell gave a City Council report. David updated that Adam Glick was the new Police Chief and that he is working hard to make the force a better place to work. David covered the recent water main break and boil water order the city issued as result of the break.

Chairman Percy asked if anyone had questions about the Staff Update that was distributed to board members.

The next Board Meeting will be at 5:30pm, Monday, January 13, 2025 at the Osage Centre, Room 1AB

All Board members are invited to the Staff/Board Christmas Luncheon December 17, 2024 at the Shawnee Park Center. Lunch will start at noon.

The meeting adjourned at 6:42pm with a motion by Beverly Evans and seconded by Lewis Jackson Hill.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Park and Recreation Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Park and Recreation Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys..

BOARD OF ADJUSTMENT

MEETING MINUTES

December 5, 2024

City Hall – Council Chambers
44 North Lorimier Street

Regular Members Present: Larry Dowdy, Gary Hill, Ron Robertson, Skip Smallwood

Regular Members Absent: Reg Swan

Alternate Members Present: Dave Hinton

Alternate Members Absent: Ed Hart

Staff Present: Ryan Shrimplin

Call to Order

Chairman Smallwood called the meeting to order at 7:00 p.m.

Approval of Minutes

The minutes of the April 4, 2024 meeting were approved upon a motion made by Mr. Hinton and seconded by Mr. Robertson, with Mr. Dowdy abstaining.

ZONING CODE VARIANCES

1. A public hearing was held on the request of Chris Koehler, on behalf of Midamerica Hotels Corporation, for a variance from Section 30-67(e)(2), outdoor services areas and equipment, storage areas, and waste containers, for property located at 2502 Veterans Memorial Drive. Mr. Chris Koehler presented the request. He stated that the property is to be developed for a restaurant with a drive-through. Due to access restrictions and other site constraints, the dumpster cannot be placed in the rear or side yard as required by the Code without causing a conflict with vehicle driving and/or stacking lanes. The proposed dumpster location is in the southeast corner of the property where it will be out of the way. The proposed location is in the front yard and thus requires a variance. In response to a question from Mr. Robertson, Mr. Koehler confirmed that the dumpster would be set back from the drive-through lane.

A staff report was submitted to the Board, which contained the following findings of fact:

Criterion #1: The variance request arises from a condition which is unique to the property in question and which is not ordinarily found, and is not created by an action or actions of the property owner or the applicant.

Finding: The subject property is a corner lot with frontage on North Kingshighway and Veterans Memorial Drive. Access on North Kingshighway and this portion of Veterans Memorial Drive is controlled by the Missouri Department of Transportation (MoDOT). Due to MoDOT access restrictions, the subject property will not have direct access to either street. Access will be via the adjacent property to the north, which will have a driveway on

Veterans Memorial Drive. Traffic to and from the subject property will use a private drive located on the adjacent property. An access easement will be established to allow this traffic. The location of the private drive constrains the site layout for the new development on the subject property. The size, shape, and topography of the subject property also constrain the site layout. The new development is a restaurant with a drive-through. Due to these same constraints, the drive-through must be located at the north end of the subject property. This dictates that the building be located at the north end as well. The placement of the building and drive-through at the north end leaves no reasonable place for a dumpster in the rear or side yard. These are conditions that are unique to the subject property.

Criterion #2: Approval of the variance request will not adversely affect the rights of adjacent property owners or tenants.

Finding: There are two adjacent properties. The adjacent property to the north is owned by the party that is selling the subject property to the restaurant owner. The seller has reviewed the site layout and has no concerns with the location of the dumpster. The owner of the adjacent property to the east has also reviewed the site layout and has no concerns. Thus, approval of the variance request will not adversely affect the adjacent property owners or tenants.

Criterion #3: The strict application of the provisions of the Zoning Code from which the variance is requested will constitute unnecessary hardship upon the utilization of the property.

Finding: Denial of the variance request will require the site layout to be completely reconfigured which, due to the site constraints, will most likely result in other deviations from the City Code that will require other variances or exceptions. Even then, the resulting layout may be problematic from a functional standpoint. This constitutes an unnecessary hardship.

Criterion #4: Approval of the variance request will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

Finding: Approval of the variance request will not adversely affect the public because the dumpster will be built into the hillside, thus partially or fully screening it from the east. In addition, the dumpster is required to be screened on all sides in accordance with Section 25-226 of the City Code. Approval of the variance request will allow the site layout as proposed, which has been designed to minimize the potential for pedestrian/vehicle conflicts.

Criterion #5: Approval of the variance request is consistent with the general spirit and intent of the Zoning Code.

Finding: The unique conditions of the subject property, the unnecessary hardship that will result if the request is denied, and the lack of an adverse effect on adjacent property owners, tenants, and the public form the basis for approving the variance request in keeping with the general spirit and intent of the Zoning Code.

Based on the above findings, staff recommended approval of the variance request, subject to the following condition:

Draft

1. The dumpster shall be screened on all sides in accordance with Section 25-226 of the City Code. The final design of the dumpster screening shall be subject to approval by the City staff.

Chairman Smallwood opened the public hearing. Seeing no appearances to speak, he closed the public hearing.

A motion was made by Mr. Hill and seconded by Robertson to approve the variance request, subject to the condition in the staff report. The motion passed with a vote of 5 in favor, 0 in opposition, and 0 abstaining (*Aye: Dowdy, Hill, Hinton, Robertson, Smallwood*). Chairman Smallwood called for a motion to adopt the staff report as the Board's Findings of Fact and Conclusions of Law. Mr. Dowdy made a motion to adopt, which was seconded by Mr. Hinton. The motion passed unanimously.

OTHER ITEMS AND COMMUNICATION

Board Communication

Chairman Smallwood welcomed Mr. Dowdy to the Board. He was recently appointed by the City Council to fill the vacant seat previously held by Mr. Tim Kelley, who had reached his term limit.

Staff Communication

Mr. Shrimplin reviewed the results of the meeting time survey that was recently sent to the Board members. Each member was asked to rank their preferences for start times in half-hour increments from 4:30 pm. to 7:00 p.m. Upon discussion, the Board decided to change its regular meeting time to 5:30 p.m., starting with the January 2, 2025 meeting.

Adjournment

There being no further business, the Board voted unanimously to adjourn the meeting at 7:15 p.m. upon a motion made by Mr. Robertson and seconded by Mr. Hill.

Respectfully submitted by:

Gary Hill, Secretary

TREE ADVISORY BOARD
Minutes - DRAFT
Monday, December 16, 2024
12:00 p.m.

Osage Centre • Meeting Room 1A

Present:

Jennifer Benkhen, Chairman
Robert Harris, Board Member
Jackson Hill, Board Member

Parks and Recreation Staff Present:

Doug Gannon, Parks & Recreation Director
Kaed Horrell, Parks Division Manager
Jackie Hamm, Parks Division Crew Leader
Kayla Otte, P&R Administrative Coordinator

City of Cape Staff Present:

Casey Brunke, Public Works Director
Brock Davis, Asst. Public Works Director

Opening

- Kaed Horrell called the meeting to order at 12pm on Monday, December 16, 2024 in the Osage Center meeting room 1A.
- Kaed announced Jonathan Notch as the newest Tree Board Member. Jennifer talked about his knowledge and expertise about trees from his work with the Department of Conservation.

Approval of Minutes: August 12, 2024

- Jennifer asked for everyone to have a look over the minutes. Jackson Hill motioned to approve the minutes, Robert Harris seconded. Minutes approved.

Old Business

- **Broadway Trees**
 - Kaed Horrell met with Trevor Pulley, the Assistant City Manager. He gave his approval for the recommendations. Trevor suggested getting the approval of Old Town Cape and the surrounding businesses.
 - There is a Gum tree located at the street corner by Annie Laurie's that has died recently, Jack Hamm has suggested for removal.
- **Dennis Scivally**
 - Jennifer Benkhen has recommended after visiting the park that one of the trees be moved up in priority due to the integrity of the tree.
 - A majority of the trees can be removed by the Parks Maintenance Crew, a few will have to be contracted.
 - Kaed Horrell called for a motion to approve the removal of the trees to the board. The board members approved unanimously.
- **Groves Park Trees**
 - Information on the tree removal was handed out at the previous meeting. Three

of the trees including a cherry, a cedar and a pine were recommended for immediate removal. Jennifer Benkhen responded that a couple of the box elders didn't need to be removed right away.

New Business

- **Election – Vice Chairman**
 - Due to a lack of a quorum, the vote was postponed.
- **Tree City USA Submittal**
 - Kaed Horrell has submitted the paperwork to continue being part of Tree City USA. This will be the 27th year that the City of Cape Girardeau has participated.
 - A plus to being a part of Tree City USA is that it opens more avenues for grants.
- **Arbor Day – April 4, 2025**
 - The Tree Advisory Board will meet at an undetermined location to plant more trees as a part of Arbor Day

Reports

- **Staff Briefs**
 - The City is currently working with Bowen Engineering on plans for improvements to the south portion of the Cape LaCroix Trail, including widening and resurfacing. This is possible with the help of a grant through MoDot.
 - The Cape County Rotary Club has completed a community service project installing new fencing and cleaning up the Cape LaCroix Trail Head at Brink Street. The Rotary Club received a grant to help fund the fencing and updated signage.

Other Business

- Doug Gannon discussed the importance of the attendance policy. The attendance policy states that if you miss three consecutive meetings, that you will be removed from the board.
- **Next Board Meeting – February 11, 2025**

Adjournment

- Motion to adjourn by Jackson Hill, seconded by Robert Harris.

Transcribed by: Kayla Otte, Administrative Coordinator

The Tree Advisory Board of the City of Cape Girardeau, Missouri may, as a part of the regular or special Tree Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys. Specifically, the Tree Advisory Board will hold a closed session to discuss legal actions and litigation, confidential communications with legal counsel, property acquisition and personnel matters, pursuant to RSMO. Sections 610.021(2) and 610.021(3).

DRAFT

GOLF COURSE ADVISORY BOARD

Minutes

December 5, 2024

Present:

Brad Wittenborn, Vice Chairperson
Dale Pingel, Board Member
Kristen Jones, Board Member
Josh Parham, Board Member
Lindsey Pippins, Board Member
Eric Craiglow, Board Member

Staff Present:

Kaed Horrell, Parks Division Manager
Penny Williams, Recreation Division Manager
Dianne Lawrence, Asst. Recreation Division Mgr
Russell Golightly, Golf Course Supervisor
Mitchell Kramer, Golf Manager
David Ivester, Senior Maintenance Worker
Natalie Beasley, Administrative Coordinator

Absent:

Cindy Gannon, Chairperson
Claire Kneer, Board Member
Janet Esicar, Secretary

OPENING

Brad Wittenborn, called the meeting to order at 12:15 pm.

MINUTES

A motion to approve the October 24, 2024 meeting minutes as written was made by Josh Parham and seconded by Dale Pingel.

NEW BUSINESS

- A. Brad Wittenborn was presented a plaque for 6 years of service on the Golf Advisory Board.
- B. Board applications will be sent out for review before the next meeting. A new member will be selected to fill vacated position.
- C. Sub-committee appointments: Promotions & Marketing Cindy, Eric, Kristen, Lindsey
Projects & Improvements Cindy, Claire, Josh, Kristen, Dale
Policies & Procedures Cindy, Janet, Claire, Josh
- D. Calendar of 2025 Golf Course Board Meeting dates was a handout.
- E. End of year report given by Mitchell Kramer

OLD BUSINESS

- A. Tee Marker openings for the upcoming year are at hole #15 and hole #2

COMMITTEE REPORTS/PROJECTS UPDATES

Marketing & Promotions – No report

Policies & Procedures – No report

Projects & Improvements – Kaed Horrell –

Update on Golf Cart purchase: to purchase 28 golf carts (half of fleet) there is \$109,000 in the fund, we need a total of \$165,000. Our goal is to make this purchase by beginning of next Budget year.

Department Projects & Briefs – Doug Gannon, Kaed Horrell-

RFP/Bid for the Youth Sports Complex is published. This project will bring 5 new fields and will move 2 tackle football fields across the highway next to school. Looking forward to completion in April 2026. The fields will have natural sod in the outfield and Evolve Turf infields.

Motion to adjourn the meeting was made by Josh Parham and seconded by Dale Pingel meeting adjourned at 12:50pm.

Minutes recorded by

Natalie Beasley

Administrative Coordinator

Osage Centre

