



# 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](http://www.cityofcape.org/citycouncil)

**April 7, 2025**  
**5:00 PM**

- City residents desiring to speak about items NOT on the agenda must register no later than noon, on Saturday, April 5, 2025, by using the form found at [cityofcape.org/council](http://cityofcape.org/council), by emailing [cityclerk@cityofcape.org](mailto:cityclerk@cityofcape.org), or by calling 573-339-6320.

### **Invocation**

Pastor Phil Roop of Bethel Assembly of God in Cape Girardeau

### **Pledge of Allegiance**

### **Study Session**

### **Presentations**

- KFVS12 First Alert Weather Team Month Proclamation

### **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**

1. FY2025 - 2029 Community Development Block Grant Program Housing and Community Development Needs Assessment - Public Hearing

2. A Public Hearing to consider the proposed voluntary annexation and zoning of property located at 126 Dogwood Street.
3. A Public Hearing to consider a request to rezone property located at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District). (Item No. 11; BILL NO. 25-35)
4. A Public Hearing to consider a request to rezone property located at 524 and 546 North Silver Springs Road from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District). (Item No. 12; BILL NO. 25-36)
5. A Public Hearing to consider vacating the City's interest in part of a Utility Easement at 3556 Pheasant Cove Drive, in the City of Cape Girardeau.

## 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.

6. Approval of the March 17, 2025, Regular Session City Council Minutes.
7. BILL NO. 25-31, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with EED Development, LLC, for public sidewalk improvements for The Lochs at Dalhousie - Phase V, in the City of Cape Girardeau, Missouri. Reading and Passage.
8. BILL NO. 25-32, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Lilmac, LLC, for public sidewalk improvements for Lilmac East Third Subdivision, in the City of Cape Girardeau, Missouri. Reading and Passage.
9. BILL NO. 25-33, a Resolution authorizing the City Manager to execute an Agreement with Apex Paving Co. for the 2025 Asphalt Overlay Program, in the City of Cape Girardeau, Missouri. Reading and Passage.

## Items Removed from Consent Agenda

## New Ordinances

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

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

10. BILL NO. 25-34, an Ordinance approving the First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Arsenal Venture LLC. First Reading. DEV - Trevor Pulley
11. BILL NO. 25-35, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 1918 North Kingshighway, in the City and County of Cape Girardeau, Missouri, from C-2 to NC. First Reading. DEV - Ryan Shrimplin
12. BILL NO. 25-36, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 524 and 546 North Silver Springs Road, in the City and County of Cape Girardeau, Missouri, from R-4 to NC. First Reading. DEV - Ryan Shrimplin



13. BILL NO. 25-37, an Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau. First Reading. Dev. Trevor Pulley
14. BILL NO. 25-38, an Ordinance authorizing the Mayor to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri. First Reading. DEV - Trevor Pulley

## **Appointments**

15. Appointments to the Historic Preservation Commission
16. Appointments to the Town Plaza Community Improvement District Board of Directors

## **Other Business**

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

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

## **Meeting Adjournment**

## **Closed Session**

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

## **Future Appointments and Memos**

- Appointments to the Airport Advisory Board



**Staff:**  
**Agenda:** 4/7/2025

**MEMORANDUM**  
Cape Girardeau City Council

**SUBJECT**

KFVS12 First Alert Weather Team Month Proclamation

**EXECUTIVE SUMMARY**

**BACKGROUND/DISCUSSION**

**GENERAL DIRECTION**

**ATTACHMENTS:**

Name:	Description:
 <a href="#">KFVS_12_Severe_Weather_Team_Proclamation.pdf</a>	KFVS12 First Alert Weather Team Proclamation

# City of Cape Girardeau



## Proclamation

*Whereas*, each year, Missourians face severe weather threats from flash floods, severe thunderstorms, and tornadoes. Emergency preparedness depends on the efforts of public servants and dedicated volunteers; and

*Whereas*, the City of Cape Girardeau experienced severe and life-threatening weather on the evening of Wednesday, April 2<sup>nd</sup> and again Friday, April 4, 2025, as tornadoes and dangerous storms swept through the region, placing many communities at risk; and

*Whereas*, the entire KFVS12 news, weather, and support staff demonstrated unwavering professionalism, exceptional dedication, and accuracy in providing real-time updates, critical warnings and lifesaving information throughout the duration of the storms; and

*Whereas*, the KFVS12 news and weather team continued their broadcast coverage even as their own station was directly in the path of the tornado that impacted downtown Cape Girardeau. Special recognition is extended to Chief Meteorologist Grant Dade for his outstanding efforts. Grant remained calm and maintained a steady presence on air, prioritizing the safety of viewers and delivering critical updates to ensure the well-being of everyone in the storm's path; and

*Whereas*, Grant Dade's commitment, expertise, and tireless enthusiasm in delivering accurate up-to-the-minute coverage -- not only to the citizens of Cape Girardeau, but to the entire viewing area, as multiple storms and tornados impacted towns and cities across the region, is truly commendable; and

*Whereas*, our city experienced a powerful tornado that posed significant danger to residents, homes, and businesses and the KFVS12 Team should be commended for their detailed and life-saving weather coverage that kept residents informed, prepared, and able to take necessary precautions to protect themselves and their families. Their tireless efforts and accurate reporting directly contributed to public safety, minimizing injuries and saving lives, exemplifying journalistic excellence and public service under extraordinary circumstances.

*Now, Therefore, Be It Resolved* that I, Stacy Kinder, Mayor of the City of Cape Girardeau, Missouri, do hereby recognize and commend the outstanding service of the

## *KFVS12 First Alert Weather Team*

We express our sincerest gratitude for their dedication to public safety during the recent storms and deeply appreciate their diligence, expertise, and service in keeping our community safe.

*In Witness Whereof* I have hereunto set my hand and caused to be affixed the Seal of the City of Cape Girardeau, Missouri, this 7<sup>th</sup> day of *April* 2025.

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Stacy Kinder

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**Staff:** Alexander S. McElroy, MPA -  
SEMPO Executive Director & City  
**Agenda:** Grant Coordinator  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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## **SUBJECT**

Public Hearing to gather input from residents and stakeholders regarding the city's housing and community development needs. This hearing is a vital part of the city's planning process for the Community Development Block Grant (CDBG) program. The public is encouraged to participate by sharing insights on affordable housing, neighborhood revitalization, infrastructure, and other community priorities. Feedback gathered will help shape the city's strategic goals and guide resource allocation to address critical needs over the next program year.

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## **EXECUTIVE SUMMARY**

The City of Cape Girardeau is holding a Public Hearing to gather community input on the city's housing and community development needs. This hearing provides an important opportunity for residents, community stakeholders, and local organizations to share their perspectives on critical issues such as affordable housing, neighborhood revitalization, and infrastructure improvements for the benefit of low- and moderate-income individuals.

The feedback collected during the Public Hearing will be used to guide the development of the City of Cape Girardeau's upcoming Consolidated Plan, a strategic planning document that outlines how the city intends to utilize federal funds from the Community Development Block Grant (CDBG) to address priority housing and community development needs over the next five years. These funds help support projects and services that strengthen the community, promote economic development, and improve the quality of life for residents, particularly those in underserved and vulnerable populations.

The City encourages all residents, businesses, and organizations to participate in this important process. The public input gathered during this session will play a crucial role in shaping policies, programs, and investments that will enhance Cape Girardeau's housing market and ensure that resources are allocated to meet the most pressing needs of the community.

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## **FINANCIAL IMPACT**

The Department of Housing and Urban Development has estimated the City of Cape Girardeau to receive \$324,000 in Community Development Block Grant Program (CDBG) funds in FY2025.

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## **STAFF RECOMMENDATION**

City staff recommends that the Public Hearing proceed as scheduled to gather input from residents, local stakeholders, and community organizations regarding Cape Girardeau's housing and community development needs.

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## **PUBLIC OUTREACH**

A legal notice for this Public Hearing was published in the Southeast Missourian on Saturday, March 22, 2025.

The notice informed the public that comments could be submitted until April 21, 2025. Additional details about the City of Cape Girardeau's Community Development Block Grant Program can be found on the City's website: [www.cityofcape.org/cdbg](http://www.cityofcape.org/cdbg).

<b><u>ATTACHMENTS:</u></b>	
Name:	Description:
No Attachments Available	

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

A public hearing to consider the proposed voluntary annexation and zoning of property located at 126 Dogwood Street.

**EXECUTIVE SUMMARY**

A public hearing is scheduled for April 7, 2025 to consider the proposed annexation and zoning of the property at 126 Dogwood Street.

**BACKGROUND/DISCUSSION**

On March 3, 2025, the City Council acknowledged receipt of an annexation petition for the property at 126 Dogwood Street. As part of the annexation process, the Planning and Zoning Commission was charged with making a recommendation to the City Council regarding how the property should be zoned upon annexation.

The adjacent properties to the northeast, east, and south are zoned R-1 (Single-Family Suburban Residential District). The other adjacent properties are outside the city limits and are not zoned. This area is characterized by single-family residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Low Density Residential.

A public hearing is scheduled for April 7, 2025 to consider the proposed annexation and zoning of the property.

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

Annexing property is necessary for the orderly growth of the City. By annexing and zoning properties such as this, the property owners and the community as a whole will benefit from regulations intended to protect the public health, safety, and general welfare.

In considering a zoning district for a property to be annexed, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property contains a single-family detached dwelling, as do several of the surrounding properties. R-1 (Single-Family Suburban Residential District) permits the existing use by right and is consistent with the Comprehensive Plan's Future Land Use recommendation for the property, making it reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation.

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission, at its March 12, 2025 meeting, held a public hearing and recommended zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation with a vote of 5 in favor, 0 in opposition, and 0 abstaining.

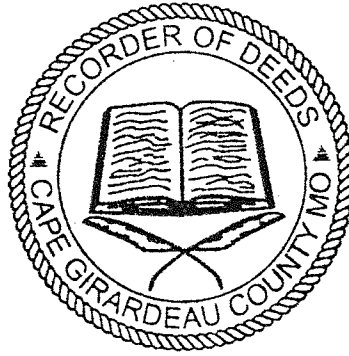
## PUBLIC OUTREACH

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Notice of the City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the public hearing was posted on the property.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">126_Dogwood_St_-_Annexation_Petition-recorded.pdf</a>	126 Dogwood Street - Annexation Petition
<a href="#">Map_-_126_Dogwood_Street_to_be_Annexed.pdf</a>	126 Dogwood Street - Annexation Map
<a href="#">Map_-_Zoning_-_126_Dogwood_Street.pdf</a>	126 Dogwood Street - Zoning Map
<a href="#">Map_-_FLU_-_126_Dogwood_Street.pdf</a>	126 Dogwood Street - FLU Map
<a href="#">Sec._30-57._-_R-1_Single-Family_Suburban_Residential_District.pdf</a>	R-1 District Regulations





eRecorded  
DOCUMENT #  
2025-01178

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
02/20/2025 10:45:01 AM  
REC FEE: 27.00  
PAGES: 2

## RECORDER OF DEEDS COVER PAGE

**Title of Document:** Annexation Petition

**Date of Document:** February 14, 2024

**Grantor(s) Name & Address:** Rose Run, LLC  
151 Willow Bend  
Cape Girardeau, MO 63701

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

**Legal Description:** See page 1 of Annexation Petition

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

IN RE: ANNEXATION

ROSE RUN LLC, Petitioner.

**PETITION FOR ANNEXATION**

1. Comes now Rose Run LLC, a Missouri Limited Liability Company, and states that it is the owner of all fee interest of record of the following-described real property, currently addressed as **126 Dogwood Street**, being in Cape Girardeau County, Missouri:

All of Lot Number One (1) of Bradley Heights Subdivision, Cape Girardeau County, Missouri as shown on Plat recorded in Plat Book Seven (7) at Page Seven (7), Office of Recorder of Deeds, Cape Girardeau County, Missouri.

2. Rose Run LLC does hereby petition to have the above-described real property annexed to and included within the city limits of the City of Cape Girardeau, Missouri.
3. This Petition shall be a continuing obligation running with the land, and shall bind the subsequent owners as well as any heirs, executors, administrators, successors, assigns, and legal representatives of the current or subsequent owners. It is understood that this Petition will be recorded in the office of the Recorder of Deeds of Cape Girardeau County, Missouri, and will be of record.

WHEREFORE, Rose Run LLC agrees that the City Council of the City of Cape Girardeau, Missouri, should extend the city limits of the City of Cape Girardeau, Missouri, by ordinance to include the above-described real property, taking whatever action necessary to facilitate said annexation.

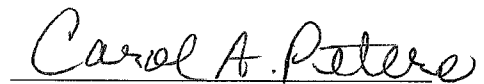
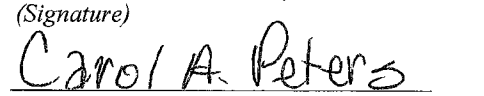
IN WITNESS WHEREOF, the undersigned has executed this Petition on this 14<sup>th</sup> day of February, 2025.

  
Justin Kertz, Member  
Rose Run LLC

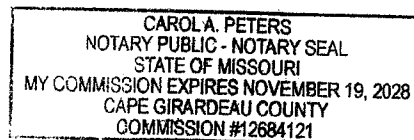
STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF CAPE GIRARDEAU    )

BE IT REMEMBERED, that on this 14<sup>th</sup> day of February, 2025, before me, a Notary Public in and for said state, personally appeared Justin Kertz, Member of Rose Run LLC, a Missouri Limited Liability Company, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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

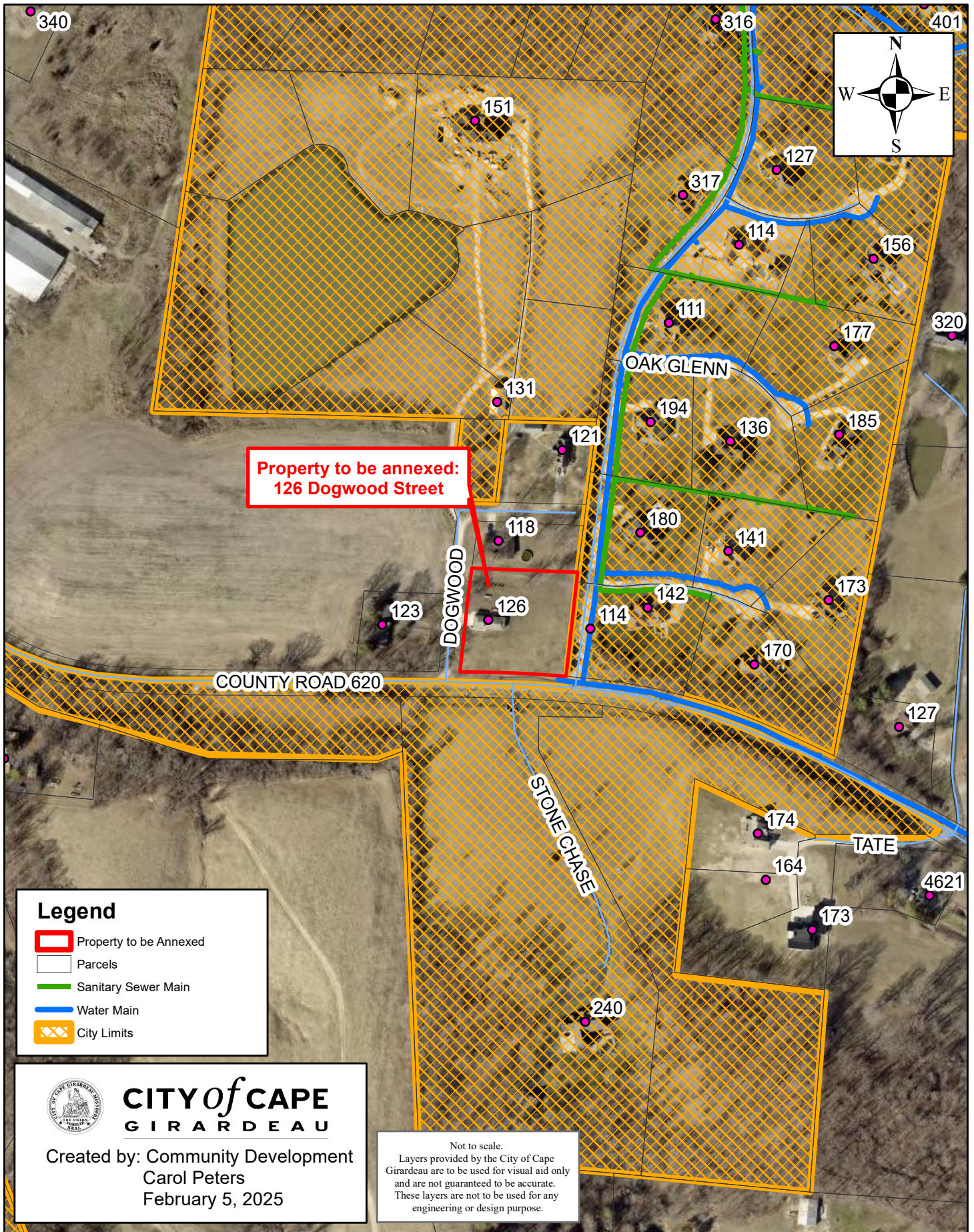
  
(Signature)  
  
(Printed Name)

My Commission Expires:





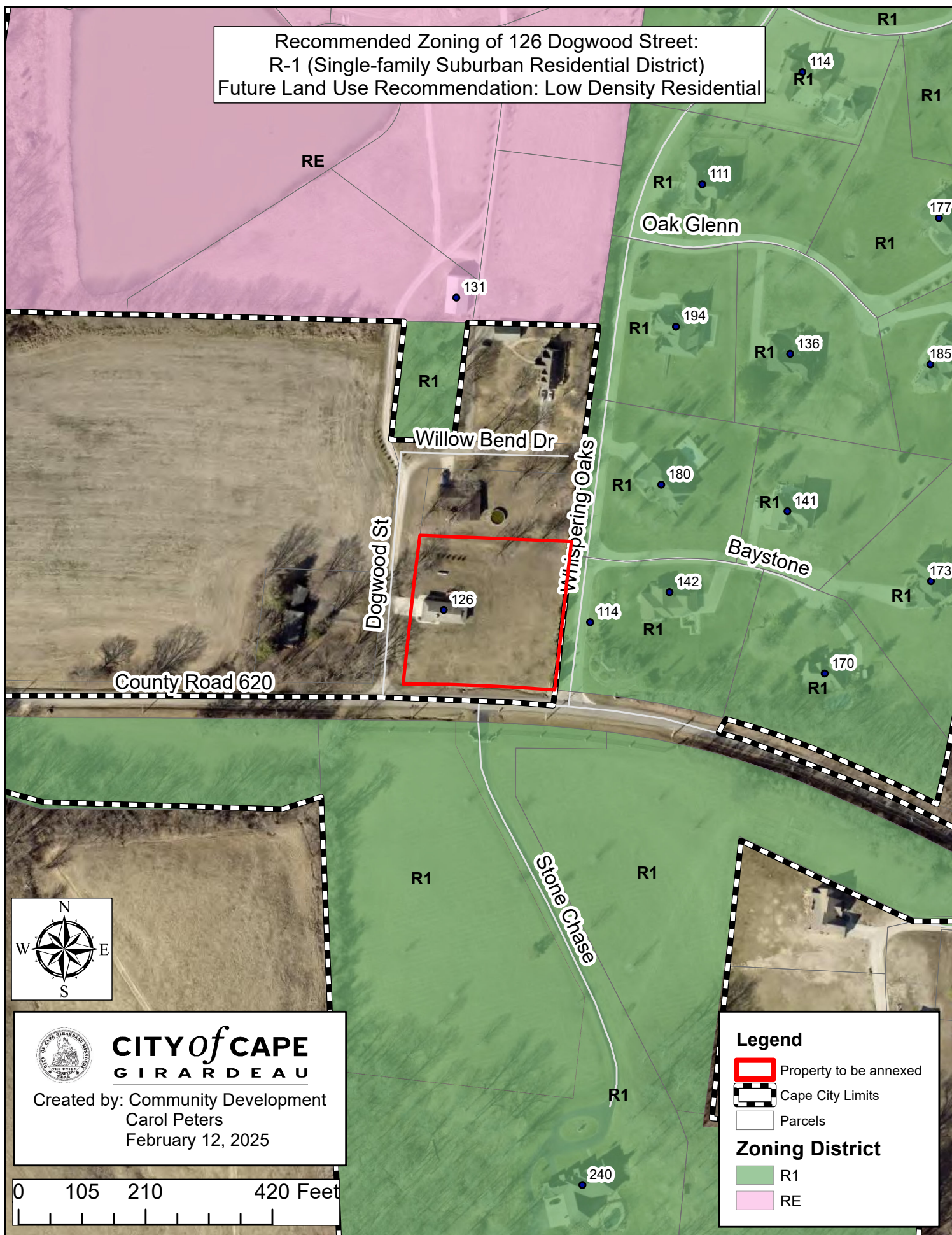
# 126 Dogwood Street Annexation Request





# Zoning Recommendation for Property to be Annexed

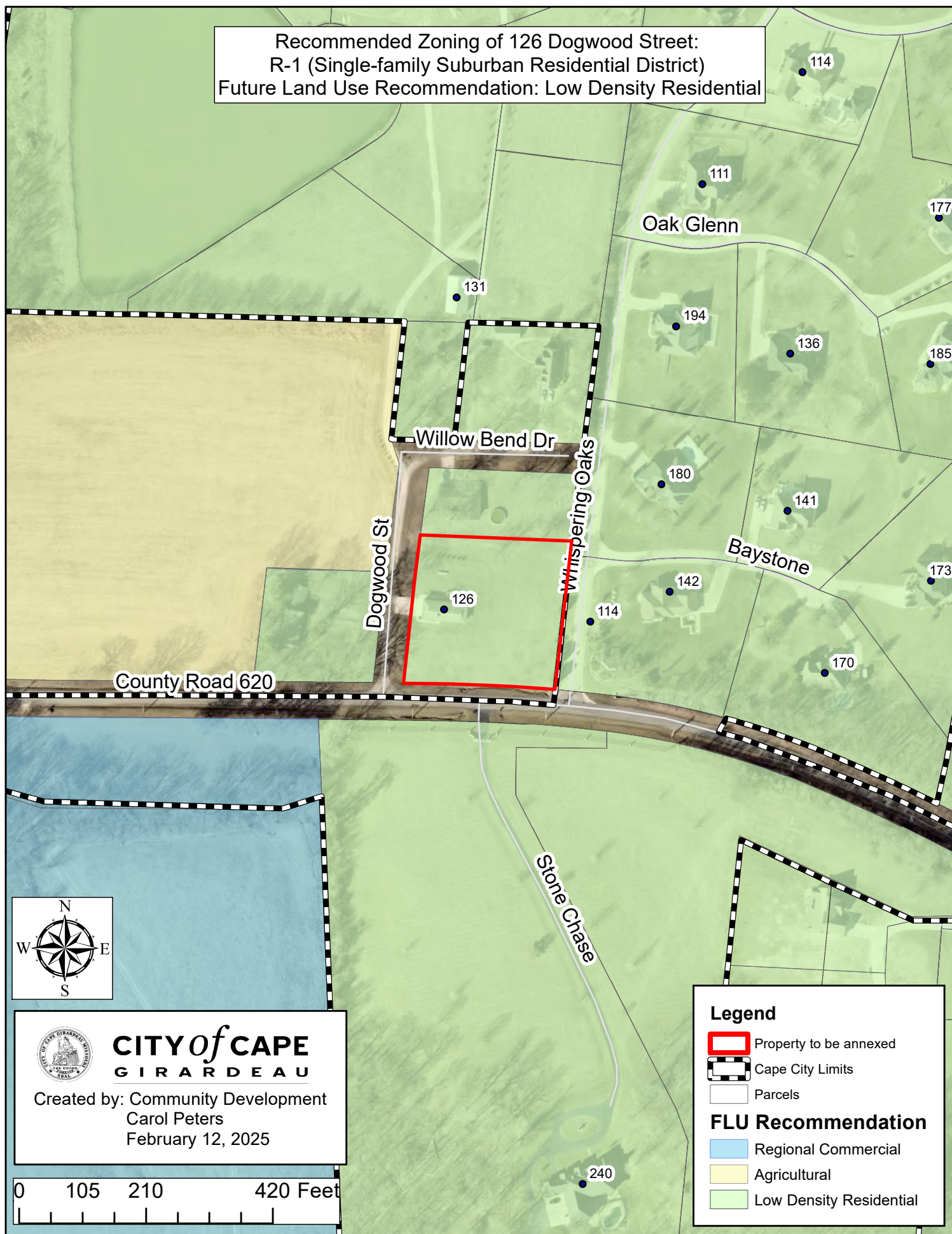
Recommended Zoning of 126 Dogwood Street:  
R-1 (Single-family Suburban Residential District)  
Future Land Use Recommendation: Low Density Residential





# Zoning Recommendation for Property to be Annexed

Recommended Zoning of 126 Dogwood Street:  
R-1 (Single-family Suburban Residential District)  
Future Land Use Recommendation: Low Density Residential



Sec. 30-57. - R-1, Single-Family Suburban Residential District.

(a) *Purpose.* The R-1 district is intended primarily for single-family detached dwellings with a maximum density of four units per acre. It is designed to provide for quality single-family residential neighborhoods in a conventional subdivision setting, while encouraging a mix of housing styles, designs and development. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the single-family residential character of the district.

(b) *Permitted principal uses.*

- (1) Single-family detached dwelling, with only one dwelling per lot.
- (2) Cluster subdivisions, as permitted in [chapter 25](#).
- (3) Golf courses; this shall not include separate miniature golf courses, driving ranges and other similar activities operated as a business.
- (4) Public parks, playgrounds, and recreational facilities.
- (5) Police and fire stations.
- (6) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five acres of land.
- (7) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
- (8) Home for eight or fewer unrelated mentally or physically handicapped persons, including no more than two additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:
  - a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and
  - b. Such home shall not be located closer than 370 feet to any other such home.
- (9) A private residence licensed by the state division of family services or state department of mental health to provide foster care to one or more, but less than seven, children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met, and an occupancy permit issued therefor.

(c) *Permitted accessory uses.*

- (1) Private garages, carports and accessory structures, as permitted in [section 30-106](#).
- (2) In home elderly care, with a maximum of three persons as permitted in [section 30-114](#).
- (3) Home occupations, as permitted in [section 30-108](#).
- (4) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in [section 30-111](#).
- (5) Solar energy systems, as permitted in [section 30-113](#).
- (6) Short-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).

(d) *Special uses.*

- (1) Home day cares, with five or more unrelated children in a 24-hour period, as permitted in [section 30-111](#).
- (2) Libraries, on a minimum of two acres of land.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Wind energy conversion systems, as permitted in [section 30-113](#).

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

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

(e) *Height, area, bulk and setback regulations.*

(1) Maximum height: 2½ stories not to exceed 35 feet.

(2) Minimum lot area: 10,000 square feet.

(3) Maximum density: Four units per one acre. Higher densities may be approved with a cluster subdivision, as permitted in chapter 25.

(4) Minimum lot width: 80 feet.

(5) Minimum yard requirements:

a. Front yard: 30 feet.

b. Rear yard: 25 feet.

c. Side yard: Six feet.

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

(Code 1990, § 30-322; Ord. No. 5012, art. 4, 10-2-2017)

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

A public hearing to consider a request to rezone property located at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District).

**EXECUTIVE SUMMARY**

A public hearing has been scheduled for April 7, 2025 to consider a request to rezone property at 1918 North Kingshighway. An ordinance rezoning the property is on this agenda as a separate item.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 1918 North Kingshighway. The applicant is requesting that the property be rezoned from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District).

The immediately surrounding properties are zoned C-2 (Highway Commercial District) on all sides. This area is characterized by commercial and residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Regional Commercial.

A public hearing has been scheduled for April 7, 2025 to consider the rezoning request. An ordinance rezoning the property to NC is on this agenda as a separate item.

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

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property contains a two-story building with a walkout basement level. It was used as a motel and apartments until 2017 when it was converted to commercial suites. The property owner would like to convert a portion of the building back to apartments and keep the remainder as commercial suites. The C-2 district does not permit residential uses. The NC district does permit residential uses, provided such uses are located above the first floor or behind/below nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages. Given the building's design, construction, and use history, allowing the second and/or basement levels to be used for apartments appears reasonable. Additionally, some of the other properties along this section of Kingshighway contain apartments or other residential uses. For these reasons, the proposed NC district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission held a public hearing at its March 12, 2025 meeting and recommended approval of the rezoning request by a vote of 5 in favor, 0 in opposition, and 0 abstaining.

## PUBLIC OUTREACH

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The City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

### ATTACHMENTS:

Name:	Description:
<a href="#">☐ Staff_Review-Referral-Action_Formpdf</a>	1918 North Kingshighway - Staff RRA Form
<a href="#">☐ Map - 1918_North_Kingshighway - Zoning.pdf</a>	1918 North Kingshighway - Zoning Map
<a href="#">☐ Map - 1918_North_Kingshighway - FLU.pdf</a>	1918 North Kingshighway - FLU Map
<a href="#">☐ Application - 1918_N_Kingshighway_Rezoning.pdf</a>	1918 North Kingshighway - Application
<a href="#">☐ Sec. 30-67. - C-2_Highway_Commercial_District.pdf</a>	C-2 District Regulations
<a href="#">☐ Sec. 30-64. - NC_General_Commercial_District.pdf</a>	NC District Regulations

**CITY OF CAPE GIRARDEAU, MISSOURI**

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

FILE NO. 1476

LOCATION: 1918 North Kingshighway

**STAFF REVIEW & COMMENTS:**

Paul James is requesting to rezone the above listed property from C-2 (Highway Commercial) to NC (Neighborhood Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

[Signature]  
City Planner

2/26/25  
Date

[Signature]  
City Attorney

2/26/25  
Date

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

[Signature]  
City Manager

2/28/25  
Date

**Planning & Zoning Commission**

Public Hearing Sign Posting Date: 3-5-25 Public Hearing Date: 3-12-25

**RECOMMENDED ACTION:**

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

	Favor	Oppose	Abstain
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily McElreath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 5 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]

Chris Martin  
Planning & Zoning Commission Secretary

**City Council Action**

Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25

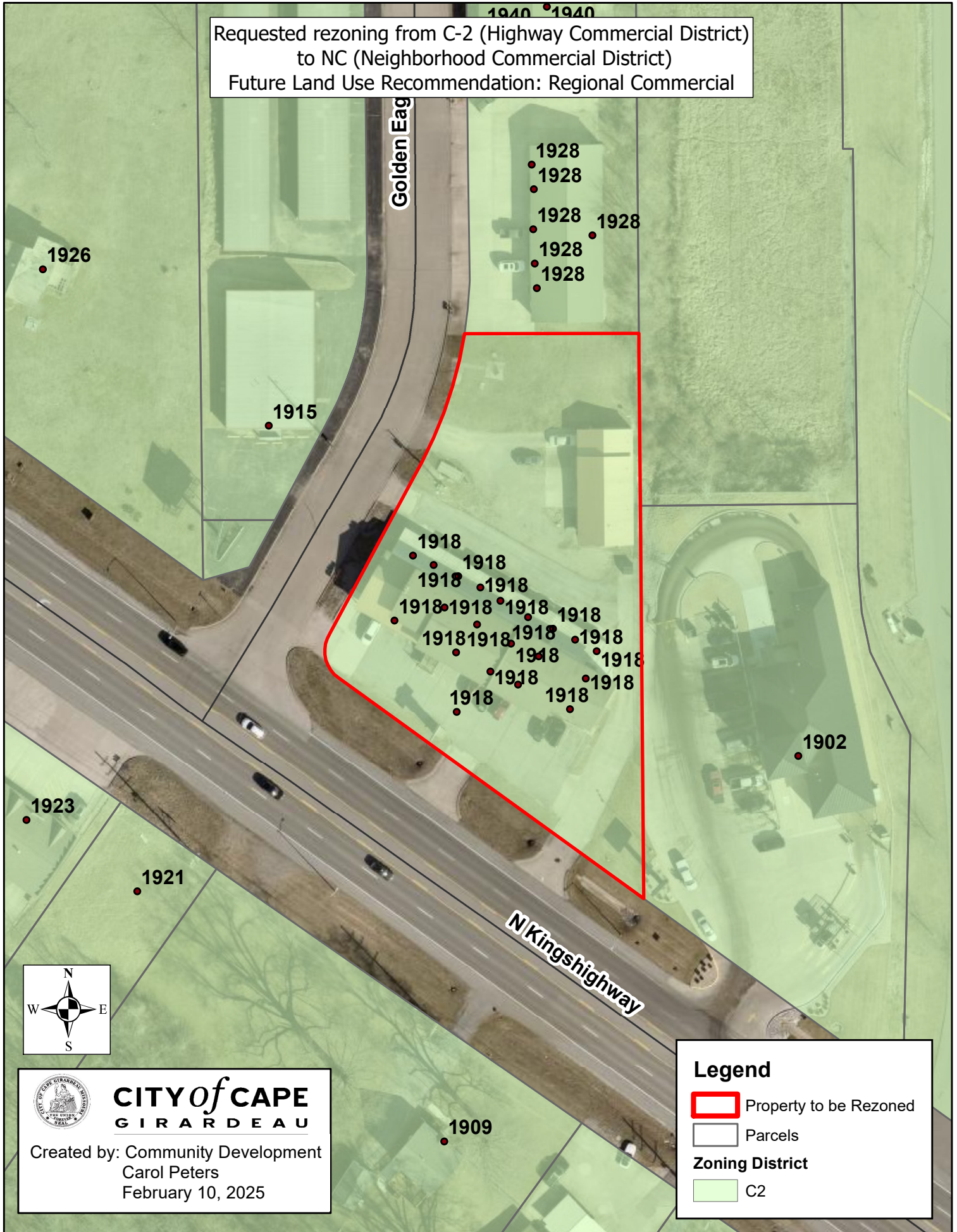
Ordinance 1<sup>st</sup> Reading 4-7-25 Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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

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

# Rezoning Request - 1918 North Kingshighway

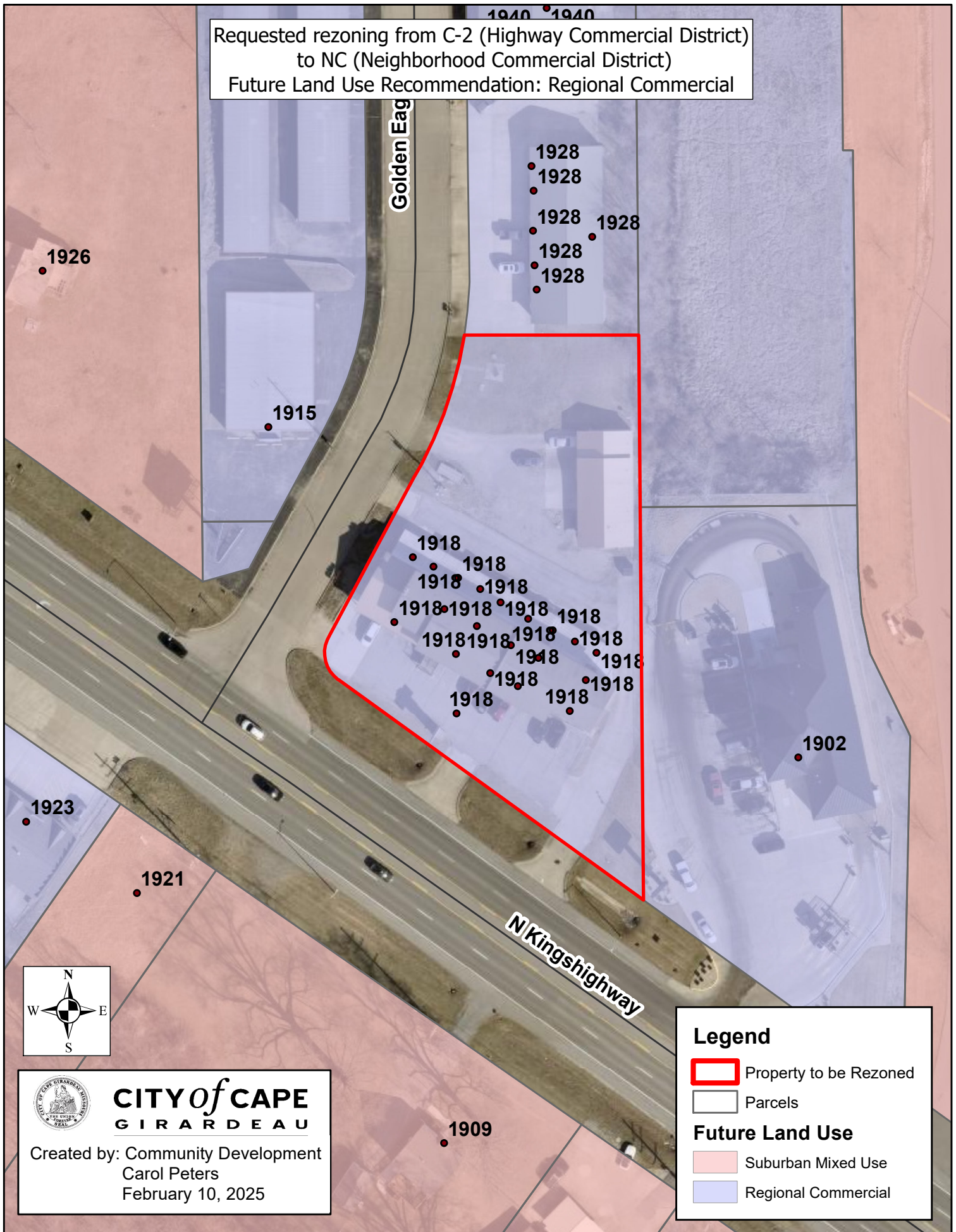
Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial





# Rezoning Request - 1918 North Kingshighway

Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial



**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
February 10, 2025



## REZONING / SPECIAL USE PERMIT APPLICATION

**CITY of CAPE GIRARDEAU**

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

**Property Address/Location**

1918 North Kingshighway

<b>Applicant</b> Paul James		<b>Property Owner of Record</b> P S James Enterprises Inc <input type="checkbox"/> Same as Applicant	
<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701	<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701
<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com	<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com
<b>Contact Person</b> Paul James		<i>(Attach additional owners information, if necessary)</i>	
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		<b>Proposed Special Use (Special Use Permit requests only)</b> N/A	
<b>Existing Zoning District</b> C-2, Highway Commercial District		<b>Proposed Zoning District (Rezoning requests only)</b> NC, Neighborhood Commercial District	

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

1. Please see attachment for legal description of property.
2. Please see attachment for site survey.

**Describe the proposed use of the property.**

Business and Apartments.

Business use at first floor.

Apartments at second floor and lower level.

*Application continues on next page***OFFICE USE ONLY**

Date Received & By 2-7-25 File # 1476 MUNIS Application # 16191 MUNIS Permit # \_\_\_\_\_

Application Fee Received \$ \_\_\_\_\_ ☐ Check # \_\_\_\_\_ ☐ Credit Card ☐ Cash

Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_



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

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

- 1) The proposed special use will not substantially increase traffic hazards or congestion.  
N/A
- 2) The proposed special use will not substantially increase fire hazards.  
N/A
- 3) The proposed special use will not adversely affect the character of the neighborhood.  
N/A
- 4) The proposed special use will not adversely affect the general welfare of the community.  
N/A
- 5) The proposed special use will not overtax public utilities.  
N/A

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**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.

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

- ☐ Base Application fee - \$148.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
  - ☐ List of adjacent property owners (see Instructions for requirements)
  - ☐ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc. (Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

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

Paul L James PAUL JAMES  
Property Owner of Record Signature and Printed Name

2/6/25  
Date

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

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

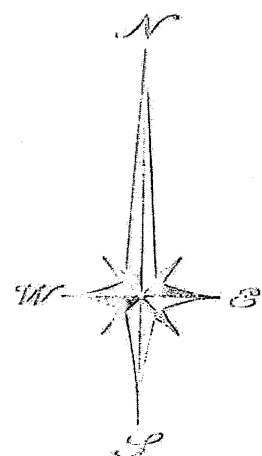
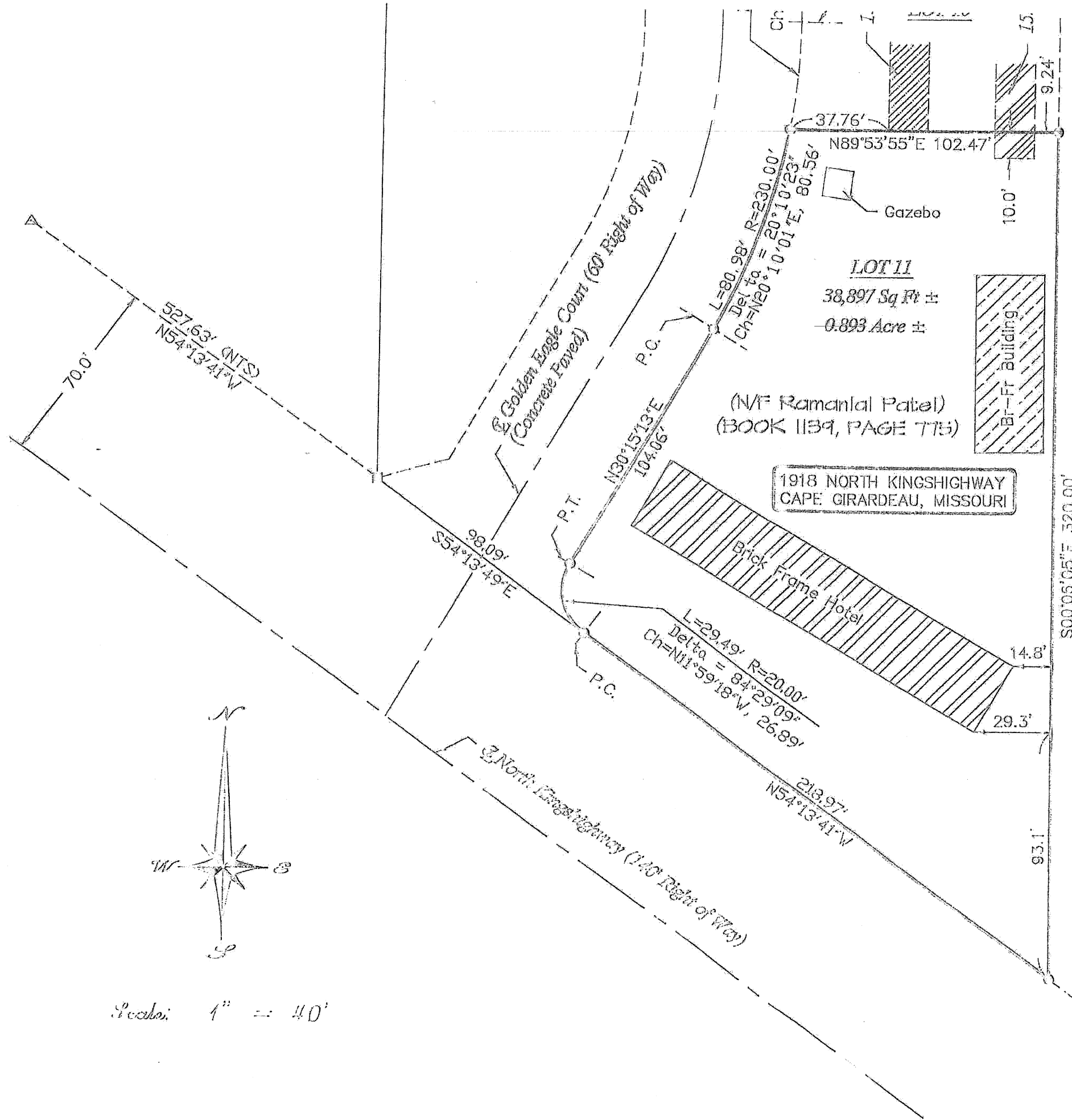
Paul L James PAUL JAMES  
Applicant Signature and Printed Name

2/6/25  
Date

### Property Legal Description

A tract of land being in the Northeast Quarter of the Northwest Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian known as Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19, Page 94 in the Land Records of Cape Girardeau County, Missouri, being more particularly described as follows:

Begin at the southeast corner of said Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19 at Page 94, said point being on the north right of way line of North Kingshighway (Rte. 61); thence along said right of way line, North  $54^{\circ}13'41''$  West, 218.97 feet to a point, said point being the intersection of the north right of way line of North Kingshighway and the east right of way line of Golden Eagle Court; thence along the east right of way line of Golden Eagle Court, along a curve concave to the northeast having a radius of 20.0 feet for a distance of 29.49 feet (chord bearing North  $11^{\circ}59'18''$  West, 26.89 feet); thence North  $30^{\circ}15'13''$  East, 104.06 feet; thence along a curve to the left having a radius of 230.0 feet for a distance of 80.98 feet (chord bearing North  $20^{\circ}10'01''$  East, 80.56 feet); thence leaving said east right of way line; North  $89^{\circ}53'55''$  East, 102.47 feet; thence South  $00^{\circ}06'05''$  East, 320.0 feet to the point of beginning.



Scale: 1" = 40'

- SYMBOLS LEGEND**
1.  $\circ$  = 1/2" IRON RODS (SET).
  2.  $\Pi$  = 1/2" IRON RODS (FND).
  3.  $\Delta$  = METAL R/W MARKERS (FND).
  4.  $\odot$  = CONCRETE CROSS (CUT).

**TITLE REFERENCES**

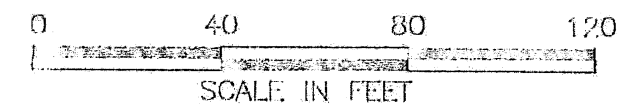
BOOK 1139, PAGE 775 (SUB)  
 BOOK 1078, PAGE 277 (ADJ)  
 DOC. NO. 2005-17280 (ADJ)  
 DOC. NO. 2005-17279 (ADJ)

SURVEY CLASS...."URBAN"

(N/F Brandon Williams Development, LLC)  
 (Doc. No. 2005-17280)  
 (Doc. No. 2005-17279)

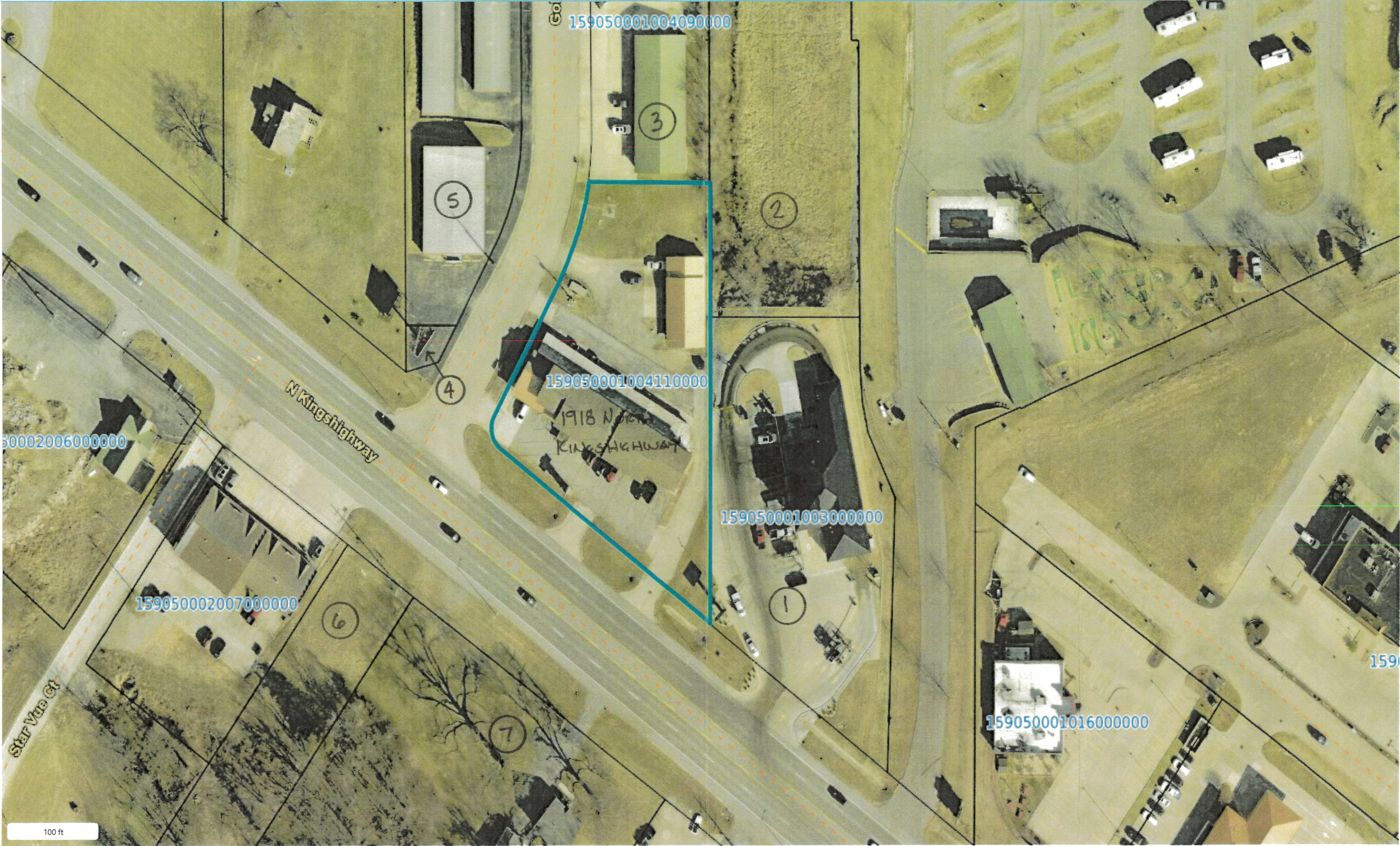
ASSESSOR'S MAP NUMBER 15-905

JOB NUMBER 2007-018



**LARRY D. DOWDY**  
**SURVEYING**  
 2323 PENNEYVILLE RD.  
 CAPE GIRARDEAU, MO. 65701  
 (573) 385-0464  
 DATE: 02/13/07







Adjacent Property List: 1918 North Kingshighway

1.      1902 N Kingshighway:      Club Carwash Cape Kingshighway LLC  
1591 E Prathersville Road  
Columbia, MO 65202-9614
2.      1980 Golden Eagle Court:      Church Enterprises LLC  
619 N Broadview Street  
Cape Girardeau, MO 63701-4313
3.      1928 Golden Eagle Court:      Linda Joyce Koch 2000 Trust  
1540 Kingsbury Road  
Cape Girardeau, MO 63701
4.      N Kingshighway:      Drury Southwest Signs Inc.  
101 South Farrar Drive  
Cape Girardeau, MO 63701
5.      1915 Golden Eagle Court:      Grey Wolf Investments LLC  
2681 East Main Street  
Jackson, MO 63755-2473
6.      1921 N Kingshighway:      Unique Baby LLC  
1923 North Kingshighway Suite 4  
Cape Girardeau, MO 63701
7.      1909 N Kingshighway:      K D Crosnoe LLC  
1901 Oak Hills Street  
Cape Girardeau, MO 63701-2933

Sec. 30-67. - C-2, Highway Commercial District.

(a) *Purpose.* The C-2 district provides for commercial uses typically found along major thoroughfares, which are generally more intensive than uses permitted in the other commercial districts. As such, this district is primarily intended for areas of the city located in high-volume traffic corridors. In addition to uses permitted in the C-1 district, the C-2 district permits commercial developments requiring long-term outdoor display of merchandise. Other uses having the potential to significantly affect adjacent residential and commercial districts may be allowed with approval of a special use permit.

(b) *Permitted principal uses.*

- (1) Arenas or stadiums.
- (2) Art galleries or museums.
- (3) Auditoriums or theaters.
- (4) Banks or other financial institutions.
- (5) Banquet facilities.
- (6) Bed and breakfasts.
- (7) Commercial day cares.
- (8) Commercial recreation facilities.
- (9) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.
- (10) Driving ranges.
- (11) Funeral homes or mortuaries.
- (12) Governmental facilities.
- (13) Health or fitness centers.
- (14) Helicopter landing pads, heliports or other landing areas in relationship with a hospital.
- (15) Hospitals.
- (16) Hotels or motels.
- (17) Institutions of higher education, including business, career or technology schools.
- (18) Instructional schools for art, dance, music, martial arts or other disciplines.
- (19) Kennels.
- (20) Libraries.
- (21) Meeting halls.
- (22) Microbreweries.
- (23) Mini warehouses or self-storage units.
- (24) Nurseries or greenhouses.
- (25) Nursing homes.
- (26) Offices.
- (27) Outdoor storage facilities for recreational vehicles or watercraft.
- (28) Parks or playgrounds.
- (29) Personal service establishments.
- (30) Pet grooming facilities.

- (31) Police or fire stations.
- (32) Residential treatment facilities.
- (33) Restaurants or bars.
- (34) Retail or rental establishments.
- (35) Television or radio studios, including any transmitting facilities.
- (36) Transit terminals.
- (37) Transitional housing.
- (38) Vehicle fueling, service or repair facilities, excluding body or paint shops.
- (39) Vehicle washing facilities, automatic or hand wash.
- (40) Veterinary clinics or animal hospitals.
- (41) Warehouses or distribution centers.
- (42) Wineries.

(c) *Permitted accessory uses.*

- (1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-106.
- (2) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (3) Solar energy systems, as permitted in section 30-113.

(d) *Special uses.*

- (1) Amusement parks.
- (2) Billboards, as permitted elsewhere in the city Code.
- (3) Campgrounds, travel trailer or recreational vehicle parks.
- (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (5) Manufactured business units, for office use only.
- (6) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.
- (7) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.
- (8) Telecommunication towers, as permitted in section 30-107.
- (9) The allowance of additional height up to a total of 100 feet, not to exceed a total of eight stories.
- (10) Vehicle body or paint shops.
- (11) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

- (1) Outdoor display of merchandise is permitted in accordance with the following provisions:
  - a. Displays shall not be located in a right-of-way.
  - b. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the city Code. Vehicles for sale or rental and displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.
  - c. Displays shall not impede vehicular or pedestrian access.
  - d. Displays shall not alter the structure of any building.
  - e. Displays shall not create a health or safety hazard.

- f. Displays shall be well kept and orderly.
  - g. Signs may be displayed as permitted elsewhere in the city Code.
  - h. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.
- (2) Outdoor service areas and equipment, storage areas, and waste containers shall be located in the rear or side yard and screened as required elsewhere in the city Code.
- (f) *Height, area, width, setback and open space requirements.*
- (1) Maximum height: 60 feet, not to exceed five stories.
  - (2) Minimum lot area: None.
  - (3) Minimum lot width: None.
  - (4) Minimum setbacks:
    - a. Front yard: 25 feet.
    - b. Rear yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
    - c. Side yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
  - (5) Minimum open space: 15 percent of the lot area.

(Code 1990, § 30-334; Ord. No. 5211, art. 5, 7-15-2019; Ord. No. 5551, art. 1, 6-20-2022; Ord. No. 5615, art. 4, 2-6-2023)

Sec. 30-64. - NC, Neighborhood Commercial District.

- (a) *Purpose.* The NC district is intended to provide small, convenient retail/commercial services and offices that provide convenience goods or personal service primarily to people residing in adjacent residential areas. This district is designed to accommodate compact, commercial uses in residential neighborhoods at intersections or along major streets, or to function as a transition between more intense commercial uses and neighborhoods. Additional requirements for light, air, building design, open space and landscaping are required to alleviate any adverse impact on surrounding neighborhoods.
- (b) *Permitted principal uses.*
  - (1) Commercial day care.
  - (2) Personal service establishments, including, but not limited to, beauty parlors, barber shops, dry cleaning and laundry pick-up, shoe repair, self-service laundromats, express or mailing offices, and hearing aid and eye glass shops.
  - (3) Police and fire stations.
  - (4) Public parks, playgrounds and recreational facilities.
  - (5) Residential uses, provided such uses are located above the first floor or behind nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages.
  - (6) Restaurants and bars, excluding drive-in, pick-up or drive-through facilities.
  - (7) Retail establishments which supply convenience and specialized goods and services, including, but not limited to, groceries, bakery, package liquor, books, candy, dairy products, drugs, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstands, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.
  - (8) Pet grooming, with sales of pet grooming products allowed as an accessory use. The following uses are not accessory to this use and are prohibited: overnight pet stays, the sale or breeding of pets, kennels, veterinarian services, runs and outside facilities.
  - (9) Finance, insurance and real estate services, including, but not limited to, banks, insurance offices and security brokers. Banks and financial institutions may include automatic teller machines and drive-through facilities with a maximum of two teller stations or lanes.
- (c) *Permitted accessory uses.*
  - (1) Accessory structures and uses customarily incidental to the above uses, including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-106.
  - (2) Solar energy systems, as permitted in section 30-113.
  - (3) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
  - (1) School and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
  - (2) Vehicle fueling station, not including service and repair.
  - (3) The allowance of additional height, not to exceed 35 feet, as long as additional height does not adversely affect the surrounding neighborhood.
  - (4) Wind energy conversion systems, as permitted in section 30-113.
  - (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
  - (6) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.

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

(e) *Standards.*

- (1) A site plan, meeting the requirements of chapter 25 shall be submitted and approved.
- (2) Buildings shall be designed in individual or small groupings and shall not exceed 16,000 square feet per structure with a maximum footprint of 10,000 square feet, nor exceed two stories in height, except as provided with a special use permit. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.
- (3) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
- (4) All activities and permitted uses except off-street parking and loading facilities, drive-through facilities, public parks and playgrounds, day care activities, outdoor eating and drinking facilities and outdoor music, shall be conducted entirely within a completely enclosed building.
- (5) Utilitarian areas such as loading docks, mechanical equipment, storage areas and dumpsters shall be located at the rear of the building and properly screened as required in chapter 25.
- (6) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as arterials, or collectors.
- (7) All structures in a NC district shall be constructed using materials, surfaces, textures, and colors that are compatible with the surrounding development. Design review shall be performed as part of the site plan review required in chapter 25.
- (8) Lighting shall be designed to be directed away from any adjacent residential area and in accordance with chapter 25.

(f) *Height, area, bulk and setback requirements.*

- (1) Maximum height: Two stories not to exceed 25 feet.
- (2) Minimum lot area: None.
- (3) Maximum density: None.
- (4) Maximum floor area: 16,000 square feet.
- (5) Minimum lot width: None.
- (6) Minimum yard requirements:
  - a. Front yard: 25 feet.
  - b. Rear yard: 20 percent of the lot depth or ten feet, whichever is greater. No more than 25 feet shall be required.
  - c. Side yard: None, except where located adjacent to residential uses, then ten feet.
- (7) Maximum building coverage, including accessory buildings: 35 percent of the lot.

(g) *Open space, landscaping and bufferyard requirements.*

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and bufferyards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, R-2 or R-3 zoning districts. This bufferyard shall comply with the requirements of chapter 25.

(h)

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

(Code 1990, § 30-331; Ord. No. 5012, art. 5, 10-2-2017)



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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

A public hearing to consider a request to rezone property located at 524 and 546 North Silver Springs Road from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District).

**EXECUTIVE SUMMARY**

A public hearing has been scheduled for April 7, 2025 to consider a request to rezone property at 524 and 546 North Silver Springs Road. An ordinance rezoning the property is on this agenda as a separate item.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 524 & 546 North Silver Springs Road. The applicant is requesting that the property be rezoned from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District).

The immediately surrounding properties are zoned R-4 (Medium Density Multifamily Residential District) to the north, R-3 (High Density Single-Family Residential District) to the east, and C-2 (Highway Commercial District) to the south and west. This area is characterized by commercial and residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Suburban Mixed Use.

A public hearing has been scheduled for April 7, 2025 to consider the rezoning request. An ordinance rezoning the property to NC is on this agenda as a separate item.

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

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property consists of two undeveloped lots. The owner would like to develop each lot with a building containing commercial uses on the ground floor and residential uses above and/or behind the commercial uses. The R-4 district does not permit the types of commercial uses anticipated by the owner (such as retail). The NC district does permit such commercial uses and also permits residential uses, provided such uses are located above the first floor or behind/below nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages. NC is the zoning equivalent of the Suburban Mixed Use future land use category in the Cape Vision 2040 Comprehensive Plan. NC can serve as a transitional district between commercial zoning and residential zoning, as would be the case here. For these reasons, the proposed NC district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission held a public hearing at its March 12, 2025 meeting and recommended approval of the rezoning request by a vote of 4 in favor, 0 in opposition, and 1 abstaining.

## **PUBLIC OUTREACH**

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The City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">Staff_Review_Referral-Action_Form.pdf</a>	524 & 546 North Silver Springs Road - Staff RRA Form
<a href="#">Map - 524 546 North Silver Springs Road - Zoning.pdf</a>	524 & 546 North Silver Springs Road - Zoning Map
<a href="#">Map - 524 546 North Silver Springs Road - FLU.pdf</a>	524 & 546 North Silver Springs Road - FLU Map
<a href="#">Application - 524 546 N Silver Springs Road Rezoning.pdf</a>	524 & 546 North Silver Springs Road - Application
<a href="#">Sec. 30-60. - R-4 Medium Density Multifamily Residential District.pdf</a>	R-4 District Regulations
<a href="#">Sec. 30-64. - NC General Commercial District.pdf</a>	NC District Regulations

# CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. 1478

LOCATION: 524 & 546 N Silver Springs Rd

## STAFF REVIEW & COMMENTS:

Armando Sanchez is requesting to rezone the above listed property from R-4 (Medium Density Multi-family Residential) to NC (Neighborhood Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

City Planner

Date

City Attorney

Date

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

City Manager

Date

## *Planning & Zoning Commission*

Public Hearing Sign Posting Date: 3-5-25 Public Hearing Date: 3-12-25

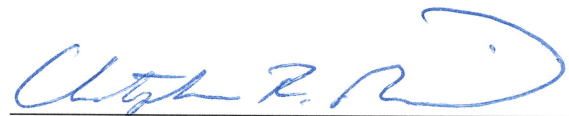
## RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emily McElreath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 4 Favor 0 Oppose 1 Abstain

## COMMENTS:

## CITIZENS COMMENTING AT MEETING:



Chris Martin

Planning & Zoning Commission Secretary

## *City Council Action*

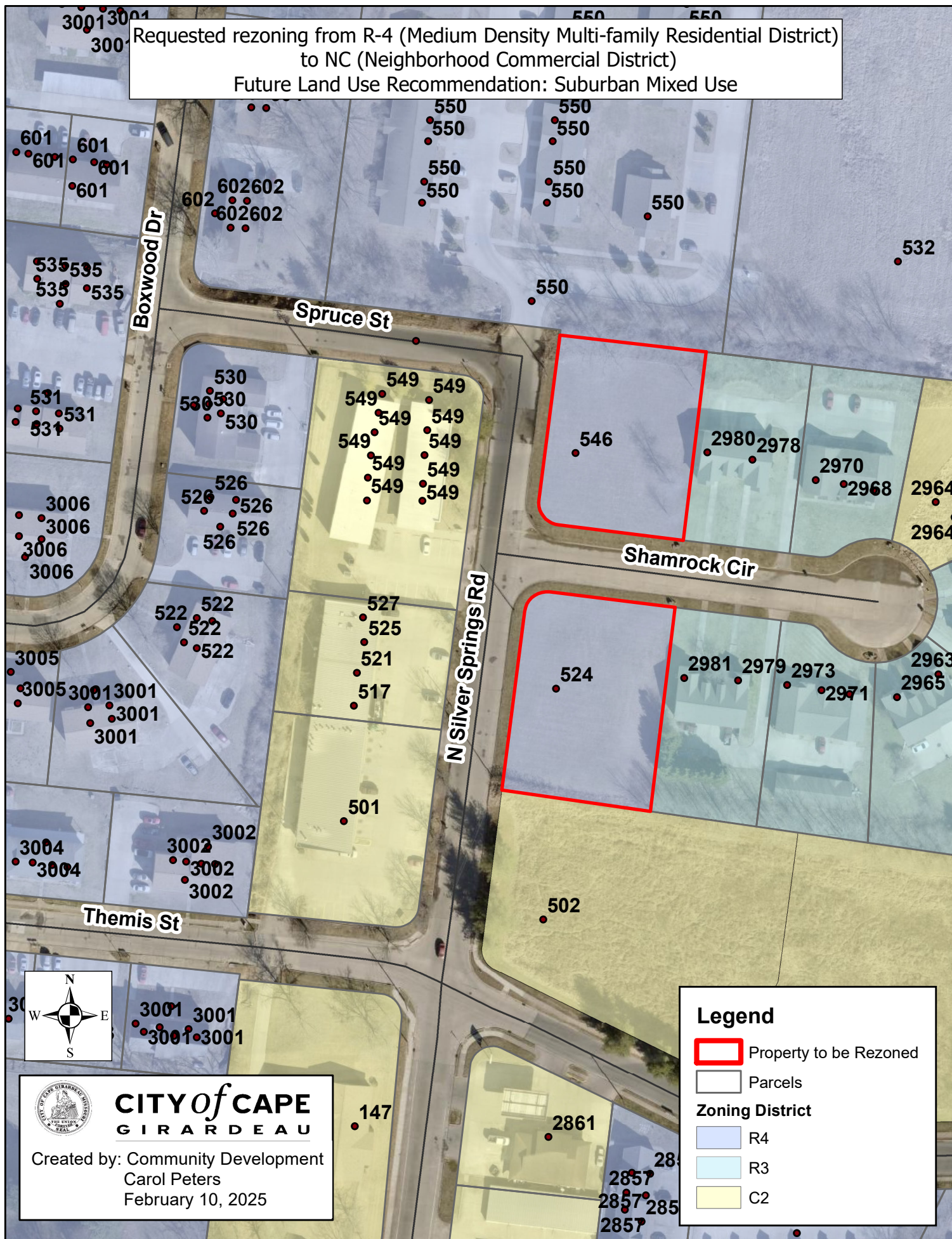
Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25  
Ordinance 1<sup>st</sup> Reading 4-7-25 Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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

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

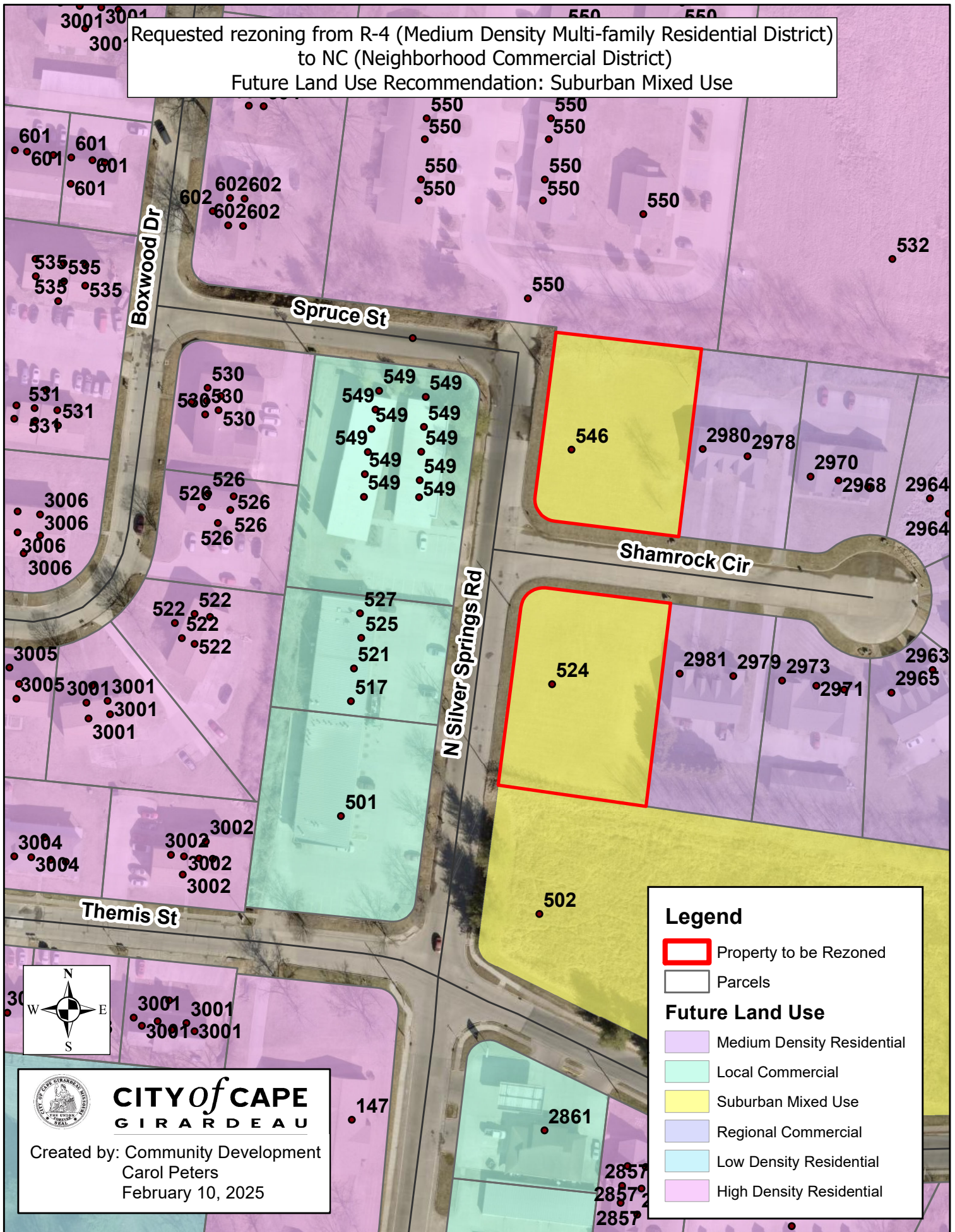


# Rezoning Request - 524 & 546 North Silver Springs Road





# Rezoning Request - 524 & 546 North Silver Springs Road





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

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

**Property Address/Location**

524 & 546 North Silver Springs Road

<b>Applicant</b> Armando Sanchez		<b>Property Owner of Record</b> Monarm, LLC		<input type="checkbox"/> Same as Applicant			
Mailing Address 3401 Glenview Drive		City, State, Zip Cape Girardeau MO 63701		Mailing Address 3401 Glenview Drive		City, State, Zip Cape Girardeau MO 63701	
Telephone (573) 576-2359		Email		Telephone (573) 576-2359		Email	
Contact Person				(Attach additional owners information, if necessary)			
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both				<b>Proposed Special Use (Special Use Permit requests only)</b>			
<b>Existing Zoning District</b> R-4, Medium Density Multi-Family Residential District				<b>Proposed Zoning District (Rezoning requests only)</b> NC, Neighborhood Commercial District			

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

All of Lots 1 and 2 of Crites Tenth Addition as recorded in Plat Book 20 at Page 94 of the County land records, in the City and County of Cape Girardeau, State of Missouri

**Describe the proposed use of the property.**

BUILDINGS WITH COMMERCIAL ON GROUND FLOOR AND RESIDENTIAL ABOVE AND/OR BEHIND

Application continues on next page

OFFICE USE ONLY

Date Received & By 02/10/2025 File # 1478 MUNIS Application # 16192 MUNIS Permit # \_\_\_\_\_  
Application Fee Received \$ \_\_\_\_\_ ☐ Check # \_\_\_\_\_ ☒ Credit Card ☐ Cash  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

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

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

- 1) The proposed special use will not substantially increase traffic hazards or congestion.
- 2) The proposed special use will not substantially increase fire hazards.
- 3) The proposed special use will not adversely affect the character of the neighborhood.
- 4) The proposed special use will not adversely affect the general welfare of the community.
- 5) The proposed special use will not overtax public utilities.

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**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.

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

- ☒ Base Application fee - \$148.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
  - ☒ List of adjacent property owners (*see Instructions for requirements*)
  - ☒ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc.  
(Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

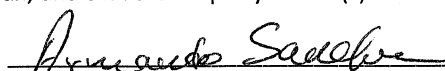
- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless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

\_\_\_\_\_  
Property Owner of Record Signature and Printed Name

\_\_\_\_\_  
Date

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

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

  
Applicant Signature and Printed Name

2-10-25  
Date



# CITY OF CAPE GIRARDEAU

## REZONING / SPECIAL USE PERMIT APPLICATION

### INSTRUCTIONS

Due to the complex nature of zoning, it is strongly recommended that an applicant discuss their request with City staff prior to submitting an application for a rezoning or a special use permit. To speak with a staff member, contact:

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

Applicants should also discuss their request with adjacent property owners, tenants, and other parties that may be affected should the request be approved.

A list of the adjacent property owners must be submitted as part of the application. "Adjacent property" means a property that is next to, or across a street or alley from, the property for which the rezoning or special use permit is being requested, including diagonal orientation. To obtain property owner information, contact Cape Girardeau County Mapping and Appraisal at (573) 243-3123 or visit the County's website at [www.capecounty.us](http://www.capecounty.us). The list must contain the name, property address, mailing address, city, state, and ZIP code for each adjacent property owner, per the following examples:

Property Owner Name	Property Address	Mailing Address	City	State	Zip Code
<i>Ex. John and Jane Doe</i>	<i>900 North Main Street</i>	<i>900 North Main Street</i>	<i>Cape Girardeau</i>	<i>MO</i>	<i>63701</i>
<i>Ex. ZZZ Development, LLC</i>	<i>910 North Main Street</i>	<i>100 Natural Bridge Avenue, Suite A</i>	<i>St. Louis</i>	<i>MO</i>	<i>63107</i>

In addition to the list, a set of plain, white, business size mailing envelopes addressed to the adjacent property owners (each with a first class U.S. postage stamp) must be submitted. Do not include a return address; City staff will add the Planning Services Division's return address to each envelope prior to mailing the public hearing notice. In lieu of submitting stamped addressed envelopes, the applicant may choose to pay an additional \$2.85 per adjacent property owner for the required envelopes.

For requests to rezone a property to PD (Planned Development District), refer to Section 30-341 of the City's Code of Ordinances for additional submission requirements.

Rezoning and special use permit requests are reviewed by the Planning and Zoning Commission. The application deadline is four (4) weeks prior to the Planning and Zoning Commission meeting date. The Commission meets monthly on the second Wednesday. Applications must be delivered to the Planning Services Division using the above contact information.

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

Once an application has been deemed complete, it will be placed on the next Planning and Zoning Commission agenda. A notice of the public hearing will be sent to the applicant and the adjacent property owners. In addition, a sign containing information about the public hearing will be posted on the property.

The Planning and Zoning Commission will hold a public hearing on the request. The applicant, property owner(s) of record, or their representative must appear at the hearing and present the request to the Commission. If no one appears, then the Commission may table (postpone) the request.

If the Planning and Zoning Commission recommends approval of the request, then a public hearing before the City Council will be scheduled. A notice of the public hearing will be advertised in the newspaper. An ordinance approving the request will be prepared for consideration by the Council (if a request involves both a rezoning and a special use permit, then two separate ordinances are prepared).

If the Planning and Zoning Commission recommends denial of the request, then the application will be forwarded to the City Council at its next meeting. The Council may deny the request and file the application, or set a public hearing on the request. If the



application is filed, then a letter will be sent to the applicant notifying them of the filing and their right to ask for a public hearing within ten (10) days. If the applicant fails to ask for a public hearing within the ten (10) day period, the request will be denied. Rezoning and special use permit requests are approved by ordinance and must receive approval of the first reading at one meeting and approval of the second and third readings at the next meeting. A mandatory ten (10) day waiting period applies to all ordinances approved by the City Council. After the waiting period has passed, the ordinance will take effect. For special use permit requests, a special use permit will be executed by the City Manager, after which City staff will submit it to the Cape Girardeau County Recorder of Deeds Office for recording. Staff will deliver a copy of the recorded special use permit to the applicant. A special use permit becomes null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted.

For questions, please contact the Planning Services Division at (573) 339-6327 or [cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org).


**Parcel Number:**

15-919-00-07-053.00-0000

**Deed Holder:**

CAPE GIRARDEAU PROPERTIES IV LP

**Property Address:**

550 SILVER SPRINGS RD APT  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

PO BOX 68  
CLARKTON, MO 63837-0000 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

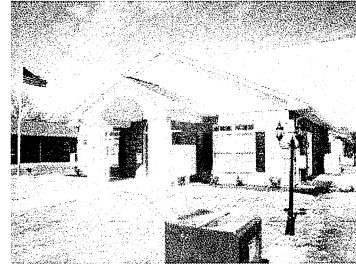
6.1600

**Legal Description:**

PT OL 79 & 82 SUR 2199 (PHASE 1) 2014-09434  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)

**Tax Districts**
**District**

Business  
City  
County  
Enterprise Zone  
Fire  
Library  
Master  
Road/Bridge  
School  
State  
TIF  
Urban Dev  
Water Drainage

**Description**

NONE  
CAPE W/ CITY LIB  
COUNTY  
NONE  
NONE  
CAPE LIBRARY  
CAPE 30-CAPE SCH-31-CITY LIB  
ROAD BRIDGE 31  
CAPE GIRARDEAU #63  
STATE  
NONE  
NONE  
NONE


**Parcel Number:**

15-919-00-07-052.00-0000

**Deed Holder:**

SIMMONS LESLIE A

**Property Address:**

2978 SHAMROCK CIR DUP  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

2128 WILLIAM ST PMB 11  
CPE GIRARDEAU, MO 63703-5847 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

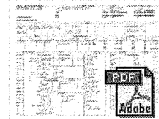
0.0000

**Legal Description:**

LOT 1 CRITES ELEVENTH ADDN AMENDED 21/001  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


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to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE


**Parcel Number:**

15-919-00-07-046.00-0000

**Deed Holder:**

TOLLIVER ROGER L &amp; KAY S TRUST DTD

**Property Address:**

2979 SHAMROCK CIR DUP  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

590 WINDWOOD LAKE DR  
CAPE GIRARDEAU, MO 63701-0000 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOT 7 CRITES ELEVENTH ADDN AMENDED 21/001  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


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to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE


**Parcel Number:**

15-919-00-07-046.01-0000

**Deed Holder:**

G &amp; RM PROPERTIES LLC

**Property Address:**

502 N SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

510 PHOENIX TRL  
JACKSON, MO 63755-8837 USA

**Location:**

URBAN

**Class:**

AG LAND

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0500

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

2.3600

**Legal Description:**

LOTS 1 & 2 THEMIS STREET SUBD 2024-02649  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE


**Parcel Number:**

15-918-00-12-020.00-0000

**Deed Holder:**

SPEEDWASH AMERICA LLC

**Property Address:**

501 N SILVER SPRINGS RD  
CPE GIRARDEAU, MO 63701-5001

**Mailing Address:**

81100 US HWY 62  
CUNNINGHAM , KY 42035-0000 USA

**Location:**

URBAN

**Class:**

COMMERCIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0000

**Sec-Twp-Rng:**

035-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOTS 1 & 2 CRITES NINTH ADDN 17/91  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


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**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE




**Parcel Number:**

15-918-00-12-022.00-0000

**Deed Holder:**

BOEHME-HINNI APARTMENTS INC

**Property Address:**

549 N SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

402 S SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63703-0000 USA

**Location:**

URBAN

**Class:**

EXEMPT

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**
**Subdivision:**

0000

**Sec-Twp-Rng:**

035-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOT 3 CRITES NINTH ADDN 17/91  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**
**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE
TIF	NONE

Sec. 30-60. - R-4, Medium Density Multifamily Residential District.

(a) *Purpose.* The R-4 district provides for multifamily dwellings and other residential uses with a maximum density of 18 units per one acre. Single-family detached and two-family (duplex) dwellings are permitted in order to accommodate existing R-4 zoned lots that either contain such uses or are not large enough to be developed for multifamily dwellings. It is not intended for new single-family detached or two-family subdivisions, which are prohibited.

(b) *Permitted principal uses.*

- (1) Single-family detached dwellings, with only one dwelling per lot, and excluding new single-family detached subdivisions.
- (2) Two-family (duplex) dwellings, excluding new two-family subdivisions.
- (3) Multifamily dwellings.
- (4) Townhouses.
- (5) Cluster subdivisions, as permitted elsewhere in the city Code.
- (6) Nursing homes, senior citizen housing and retirement homes.
- (7) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and/or outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
- (8) Public parks, playgrounds, and recreational facilities.
- (9) Police and fire stations.
- (10) Elementary, middle and secondary schools, and development centers for elementary, middle and secondary school age children with physical, mental or developmental disabilities.
- (11) Commercial day cares.

(c) *Permitted accessory uses.*

- (1) Private garages, carports and accessory structures, as permitted in [section 30-106](#).
- (2) Home occupations, as permitted in [section 30-108](#).
- (3) Solar energy systems, as permitted in [section 30-113](#).
- (4) Short-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).

(d) *Special uses.*

- (1) Bed and breakfasts.
- (2) Boutique hotels. The term "boutique hotel" shall mean an establishment containing a minimum of five and a maximum of 20 rooming units, which is used or advertised as a place where lodging accommodations are supplied for pay to guests for lodging occupancy with rooms having access to the outside through an interior hallway connected to the main lobby of the building, and which may provide additional services such as restaurants, meeting rooms, entertainment and recreational facilities.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Long-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).
- (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (6) Residential treatment facilities.
- (7) Transitional housing.
- (8) Wind energy conversion systems, as permitted in [section 30-113](#).

(e) *Height, area, bulk and setback regulations.*

(1) Maximum height: Five stories not to exceed 60 feet.

(2) Minimum lot area:

a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.

b. All other uses: 3,750 square feet.

(3) Maximum density: 18 units per one acre. Higher densities may be approved with a cluster subdivision, as permitted elsewhere in the city Code.

(4) Minimum lot width:

a. Each townhouse: 20 feet.

b. All other uses: None.

(5) Minimum yard requirements:

a. Front yard:

1. Each townhouse: Ten feet.

2. All other uses: 25 feet.

b. Rear yard:

1. Each townhouse: 20 feet.

2. All other uses: 25 feet.

c. Side yard:

1. Each townhouse: None.

2. All other uses: Five feet.

(6) Maximum building coverage, including accessory buildings: 50 percent of the lot for all uses except townhouses.

(7) Open space requirements: For any multifamily residential uses or nonresidential uses, a minimum of 20 percent of the total lot area shall be devoted to open space, including required yards and bufferyards.

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

(Code 1990, § 30-325; Ord. No. 5012, art. 4, 10-2-2017; Ord. No. 5550, art. 1, 6-20-2022; Ord. No. 5635, art. 1, 4-17-2023)

Sec. 30-64. - NC, Neighborhood Commercial District.

- (a) *Purpose.* The NC district is intended to provide small, convenient retail/commercial services and offices that provide convenience goods or personal service primarily to people residing in adjacent residential areas. This district is designed to accommodate compact, commercial uses in residential neighborhoods at intersections or along major streets, or to function as a transition between more intense commercial uses and neighborhoods. Additional requirements for light, air, building design, open space and landscaping are required to alleviate any adverse impact on surrounding neighborhoods.
- (b) *Permitted principal uses.*
  - (1) Commercial day care.
  - (2) Personal service establishments, including, but not limited to, beauty parlors, barber shops, dry cleaning and laundry pick-up, shoe repair, self-service laundromats, express or mailing offices, and hearing aid and eye glass shops.
  - (3) Police and fire stations.
  - (4) Public parks, playgrounds and recreational facilities.
  - (5) Residential uses, provided such uses are located above the first floor or behind nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages.
  - (6) Restaurants and bars, excluding drive-in, pick-up or drive-through facilities.
  - (7) Retail establishments which supply convenience and specialized goods and services, including, but not limited to, groceries, bakery, package liquor, books, candy, dairy products, drugs, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstands, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.
  - (8) Pet grooming, with sales of pet grooming products allowed as an accessory use. The following uses are not accessory to this use and are prohibited: overnight pet stays, the sale or breeding of pets, kennels, veterinarian services, runs and outside facilities.
  - (9) Finance, insurance and real estate services, including, but not limited to, banks, insurance offices and security brokers. Banks and financial institutions may include automatic teller machines and drive-through facilities with a maximum of two teller stations or lanes.
- (c) *Permitted accessory uses.*
  - (1) Accessory structures and uses customarily incidental to the above uses, including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-106.
  - (2) Solar energy systems, as permitted in section 30-113.
  - (3) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
  - (1) School and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
  - (2) Vehicle fueling station, not including service and repair.
  - (3) The allowance of additional height, not to exceed 35 feet, as long as additional height does not adversely affect the surrounding neighborhood.
  - (4) Wind energy conversion systems, as permitted in section 30-113.
  - (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
  - (6) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.



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

(e) *Standards.*

- (1) A site plan, meeting the requirements of [chapter 25](#) shall be submitted and approved.
- (2) Buildings shall be designed in individual or small groupings and shall not exceed 16,000 square feet per structure with a maximum footprint of 10,000 square feet, nor exceed two stories in height, except as provided with a special use permit. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.
- (3) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
- (4) All activities and permitted uses except off-street parking and loading facilities, drive-through facilities, public parks and playgrounds, day care activities, outdoor eating and drinking facilities and outdoor music, shall be conducted entirely within a completely enclosed building.
- (5) Utilitarian areas such as loading docks, mechanical equipment, storage areas and dumpsters shall be located at the rear of the building and properly screened as required in [chapter 25](#).
- (6) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as arterials, or collectors.
- (7) All structures in a NC district shall be constructed using materials, surfaces, textures, and colors that are compatible with the surrounding development. Design review shall be performed as part of the site plan review required in [chapter 25](#).
- (8) Lighting shall be designed to be directed away from any adjacent residential area and in accordance with [chapter 25](#).

(f) *Height, area, bulk and setback requirements.*

- (1) Maximum height: Two stories not to exceed 25 feet.
- (2) Minimum lot area: None.
- (3) Maximum density: None.
- (4) Maximum floor area: 16,000 square feet.
- (5) Minimum lot width: None.
- (6) Minimum yard requirements:
  - a. Front yard: 25 feet.
  - b. Rear yard: 20 percent of the lot depth or ten feet, whichever is greater. No more than 25 feet shall be required.
  - c. Side yard: None, except where located adjacent to residential uses, then ten feet.
- (7) Maximum building coverage, including accessory buildings: 35 percent of the lot.

(g) *Open space, landscaping and bufferyard requirements.*

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and bufferyards.
- (2) Landscaping shall be provided as required in [chapter 25](#).
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, R-2 or R-3 zoning districts. This bufferyard shall comply with the requirements of [chapter 25](#).

(h)

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

(Code 1990, § 30-331; Ord. No. 5012, art. 5, 10-2-2017)

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**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/7/2025

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

A Public Hearing to consider vacating the City's interest in part of a Utility Easement at 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri.

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**EXECUTIVE SUMMARY**

A Public Hearing is scheduled for April 7, 2025 to consider the City vacate its interest in an existing 7.5 foot wide Utility Easement along the westernmost property line of 3556 Pheasant Cove Drive. The easement was granted as part of the Clarkton Place Subdivision Phase III plat and is recorded in PB 16, PG 43 in Cape Girardeau, Missouri. 3556 Pheasant Cove Dr. being Lot 78 of said subdivision.

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**BACKGROUND/DISCUSSION**

The City of Cape Girardeau owns a piece of land along Hopper Rd acquired during the Hopper Road Phase 1 Extension project of 2008. The neighbor bordering the property inquired with the City about purchasing the land. Notice was given in the Southeast Missourian, 1 bid was submitted and accepted. The neighboring property at 3556 Pheasant Cove Drive was the winning bid. After the sell takes place, there would be an erroneous, unnecessary easement along the old property line cutting right through the middle of the back yard of the new, combined lots for 3556 Pheasant Cove Drive.

The easement has no existing infrastructure in it. Notification of the potential vacation was sent to external Utility Companies on Feb. 11, 2025. All companies responded to the affirmative that they did not have infrastructure in this easement and they did not need the easement to exist for the future.

The part of the easement being vacated is shortened so as not to vacate the necessary easement areas running along both sides of the properties side lot lines.

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017, owners of 3556 Pheasant Cove Dr., will be donating 2 new Utility Easements to the City of Cape Girardeau as a conditional action item for the agreement of sale of City Owned Property along the western and northern sides of the property being sold. These new easements would take care of the needs of the City for access to construct, maintain, and/or repair sewer and water infrastructure in the area.

## FINANCIAL IMPACT

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The Property owner at 3556 Pheasant Cove Drive will pay the recording fees for the vacation ordinance.

## STAFF RECOMMENDATION

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Staff requests City Council hold a Public Hearing regarding the vacation of a part of a Utility Easement along the rear property line, being Lot 78 of Clarkton Place Subdivision Phase 3, at 3556 Pheasant Cover Drive in the City of Cape Girardeau, Missouri.

## PUBLIC OUTREACH

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An advertisement for a Public Hearing appeared in the Southeast Missourian on March 20, 2025.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">☐ Publisher_s_Affidavit_and_INVOICE_Ad_for_PH_Vacation_Hopper_Rd_ESMT.pdf</a>	Publication Proof
<a href="#">☐ Good_EXHIBIT_ESMT_Vacation_3556_Pheasant_Cove_Dr.pdf</a>	Exhibit
<a href="#">☐ Good_Legal_Description_for_Esmt_Vacation__3556_Pheasant_Cove.docx</a>	Legal Description



# Concord PUBLISHING HOUSE, INC.

SOUTHEAST MISSOURIAN • BANNER PRESS

Invoice No. CP20444  
Campaign No. 7787  
Campaign Desc. Public Hearing - Vacation of Easement  
Invoice Date 3/20/2025  
Sales Rep(s) Layton Lipke - Classified

## bill-to

City Of Cape Girardeau  
ATTN: Accounts Payable  
44 North Lorimier Street  
P. O. Box 617  
Cape Girardeau, MO 63701  
Account No: 102961

## advertiser

City Of Cape Girardeau  
Account No: 102961

## please remit payment to

Concord Publishing House, Inc.  
PO Box 699  
Cape Girardeau, MO 63702

For questions or payments, call us at **573.388.2728**  
Or email us at: [billing@semissourian.com](mailto:billing@semissourian.com)

## payment due

Campaign Net Amount	57.30
Billing Installment	1 of 1
Invoice Net Amount	57.30
Payment Amount Due	\$ 57.30
Payment Due Date	3/20/2025

## print lines

Product	Start	End	Description	Ad Size(s)	P.O. Number	Page #	Rate	Amount
Southeast Missourian	3/20/2025	3/20/2025	Legal Liner	2 Columns x 2.292 Inches			57.30	57.30

invoice no.

CP20444

invoice date

3/20/2025

sales rep(s)

Layton Lipke - Classified

## bill-to

City Of Cape Girardeau  
ATTN: Accounts Payable  
44 North Lorimier Street  
P. O. Box 617  
Cape Girardeau, MO 63701  
Account No: 102961

## advertiser

City Of Cape Girardeau  
Account No: 102961

## PAYMENT REMITTANCE

### SEND PAYMENT TO

Concord Publishing House, Inc.  
PO Box 699  
Cape Girardeau, MO 63702

### PLEASE PAY THIS AMOUNT

\$ 57.30

**REMEMBER: DETACH AND RETURN THIS PORTION  
WITH REMITTANCE FOR PROPER CREDIT**

CPH Legal / Public Hearing - Vacation of Easement

**Publisher's Affidavit**

STATE OF MISSOURI} SS

COUNTY OF CAPE GIRARDEAU}

Before me, the undersigned, a Notary Public, this day personally came **Sherry Cole**

who, being first duly sworn, according to law upon his/her oath, says that he/she is **Bookkeeper** of the Southeast Missourian, a newspaper published in the city of Cape Girardeau, in Cape Girardeau County and State of Missouri, and that the publication, of which the annexed is a true copy, was published in said paper on the following dates:

3/20/2025

(appearing once a day on the same day of each week) and further says that said Newspaper is a daily newspaper printed and published in the City of Cape Girardeau and State of Missouri and has a general circulation in the City of Cape Girardeau and State of Missouri and has a general circulation in the City and County of Cape Girardeau and State of Missouri, and has held such general circulation in said county continuously, regularly and consecutively for a period of more than ten years next before the date of the first publication mentioned above, and has been likewise continuously, regularly and consecutively published up to the time of the making of this affidavit for a period of more than ten years next before the date of the jurat to this publisher's affidavit or proof of publication, and that the rate charged therefore is not in excess of the rate allowed by laws of the State of Missouri, and that said Southeast Missourian has been admitted to the United States Post Office as second class matter in the City of Cape Girardeau, Missouri; and that said newspapers has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that said newspaper and its publishers have complied with each and every provision of the laws of Missouri and particularly with the provisions of Section 13775 of the Revised Statutes of Missouri, 1929, as amended, and approved on May 14, 1931, as appears in the Laws of Missouri, 1931 at page 303.

*Sherry Cole*

Subscribed and sworn to me this 20 Mar 2025

*Tonja Hemphill*  
Notary Public, State of Missouri

Qualified and commissioned for a term expiring

*October 12, 2025*

**Publication Fee: \$57.30**

Cape Girardeau, MO  
**Southeast Missourian**

**NOTICE OF PUBLIC HEARING  
CITY OF CAPE GIRARDEAU, MISSOURI**

Notice is hereby given that Cape Girardeau, Missouri City Council will hold a public hearing on Monday, April 7, 2025 at 5 p.m., in the City Hall Council Chambers, City Hall, 44 N. Lorimier St, Cape Girardeau, Missouri, to consider vacating part of the City's interest in:

A utility easement behind 3556 Pheasant Cove Drive in the City of Cape Girardeau, MO.

All interested parties shall be afforded the opportunity at the hearing to speak in favor of or in opposition to the proposed vacation.

Gayle L. Conrad  
City Clerk  
City of Cape Girardeau

(March 20, 2025)

TONJA HEMPHILL  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cape Girardeau County  
My Commission Expires: October 12, 2025  
Commission Number: 13881343



**CITY of CAPE**  
GIRARDEAU

## Vacation of Utility Easement: 3556 Pheasant Cove Dr:

Hopper Rd

City of Cape Girardeau  
BK 1044 PG 119

City Tract to  
be Sold

N 36° 16' 34" E, 215.20 feet

7 1/2 FT  
wide

Lot 97  
Clarkton Place  
Subd PH 6  
PB 21 PG 48

Lot 78  
Clarkton Place  
Subd PH III  
PB 16 PG 43

7 1/2 FT  
wide

3556

Mogelnicki Family Trust  
Doc # 2018-00031

3550

Lot 79  
Clarkton Place  
Subd PH III  
PB 16 PG 43

7 1/2 FT wide  
each side  
of Lot Line

Lot 76  
Clarkton Place  
Subd PH III  
PB 16 PG 43

Pheasant  
Cove Dr

3555



Vacation Easement Area



Existing Easements to Remain



QCD Easement Area



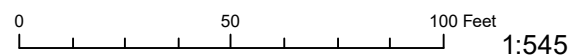
Cape City Addresses



Lot Line/Parcel Line



### LEGEND



Date: 2/28/2025

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.

**Legal Description for an Easement Vacation  
at 3556 Pheasant Cove Dr.**

All that part of a Sanitary Sewer, Utility and Drainage Easement as shown along the rear of Lot 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 in the City and County of Cape Girardeau, Missouri and being more particularly described as follows:

Part of a seven and one half (7.5) foot wide easement platted along the rear lot line of said Lot 78. Said rear lot line having a bearing and distance of N 36° 16' 34" E, 215.20 feet of said Clarkton Place Subdivision Phase 3. The length of the vacated easement along the rear lot line to be shortened or terminated at the edge of the existing 7.5 foot wide easement area along and adjacent to both side lot lines of said Lot 78. Said easement vacation area being approximately 1,443 square feet more or less.

---

**Staff:** Traci Weissmueller, Deputy City  
**Agenda:** Clerk  
4/7/2025


**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

Approval of the March 17, 2025, Regular Session City Council Minutes.

**ATTACHMENTS:**

Name:	Description:
 <a href="#">2025.03.17_Council_Minutes_DRAFT.pdf</a>	2025.03.17 Council Minutes Draft



Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      March 17, 2025                      MM-145

**STUDY SESSION – March 17, 2025**

**NO ACTION TAKEN DURING THE STUDY SESSION**

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, March 17, 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 – March 17, 2025**

**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, March 17, 2025, starting at 5:11 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.

**ADOPTION OF THE AGENDA**

A Motion was made by Stacy Kinder, Seconded by Dan Presson, to amend the agenda to remove from the Consent Agenda item 5 (a Resolution adopting the 2025-2030 Capital Improvements Program, in the City of Cape Girardeau, Missouri) and place it on the agenda under Items Removed from the Consent Agenda, and adopt the agenda as amended.  
Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Presson, Randle, Thomas.

**PUBLIC HEARING**

A public hearing on the FY2025-2030 Capital Improvement Program.

Mayor Stacy Kinder opened the public hearing.

There being no appearances the public hearing was closed.

**CONSENT AGENDA**

Approval of the February 28, 2025, City Council Closed Session Minutes and the March 3, 2025, Regular Session Minutes.

BILL NO. 25-27, an Ordinance approving the record plat of Webster Sprigg Subdivision. Second and Third Readings.

BILL NO. 25-28, an Ordinance approving the record plat of Younghouse Meadowbrook Subdivision. Second and Third Readings.

**Proceedings of the City Council, City of Cape Girardeau, Mo.**  
**Regular Session                      March 17, 2025                      MM-146**

BILL NO. 25-30, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Semo Cardinal Group LLC, to place certain improvements at 716-718 Broadway in the City of Cape Girardeau, Missouri. Reading and Passage.

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

BILL NO. 25-27 will be Ordinance NO. 5825; BILL NO. 25-28 will be Ordinance NO. 5826; and BILL NO. 25-30 will be Resolution NO. 3654.

**ITEMS REMOVED FROM CONSENT AGENDA**

BILL NO. 25-29, a Resolution adopting the 2025-2030 Capital Improvements Program, in the City of Cape Girardeau, Missouri. Readings and Passage.

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

BILL NO. 25-29 will be Resolution NO. 3653.

**APPOINTMENTS**

Appointment to the Golf Course Advisory Board

A Motion was made by Nate Thomas, Seconded by Ryan Essex, to appoint Timothy Kelley to the Golf Course Advisory Board for a term expiring January 18, 2026. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Presson, Randle, Thomas.

**OTHER BUSINESS**

Motion to set a Special City Council Meeting to declare the results of the April 8, 2025, municipal election.

A Motion was made by Stacy Kinder, Seconded by Dan Presson, to set a Special Meeting for April 14, 2025, at noon, via Zoom teleconference. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Presson, Randle, Thomas.

**MEETING ADJOURNMENT**

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

Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      March 17, 2025                      **MM-147**

The regular session ended at 5:26 p.m.

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Stacy Kinder, Mayor

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Traci Weissmueller, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      March 17, 2025                      **MM-148**

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

A Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with EED Development, LLC, for public sidewalk improvements for The Lochs at Dalhousie - Phase V, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute a performance guarantee agreement for public sidewalk improvements for The Lochs at Dalhousie - Phase V subdivision.

**BACKGROUND/DISCUSSION**

The City previously entered into a performance guarantee agreement with EED Development, LLC for public sidewalk improvements for The Lochs at Dalhousie - Phase V subdivision. The agreement is now expired, and some of the sidewalks have not been constructed. A new agreement has been prepared. As part of the agreement, EED Development, LLC has obtained a letter of credit in the amount of \$28,492.00 based on a cost estimate prepared by the City's engineering staff. The agreement, with the letter of credit, is attached.

**FINANCIAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the City Manager to execute the performance guarantee agreement for The Lochs at Dalhousie - Phase V.

**ATTACHMENTS:**

Name:	Description:
<a href="#">25-31_Agreement_EED_Dev_Lochs_Dalhousie_Phase_V.doc</a>	Resolution
<a href="#">Performance_Guarantee_Agreement_The_Lochs_at_Dalhousie_-_Phase_V_(Sidewalks)_-_March_2025_-_Partially_Executed.pdf</a>	Performance Guarantee Agreement - The Lochs at Dalhousie Phase V (Sidewalks)



BILL NO. 25-31

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE GUARANTEE AGREEMENT WITH EED DEVELOPMENT, L.L.C., FOR PUBLIC SIDEWALK IMPROVEMENTS AT THE LOCHS AT DALHOUSIE - PHASE V, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Performance Guarantee Agreement with EED Development, L.L.C., for public sidewalk improvements at The Lochs at Dalhousie - Phase V, 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



**PERFORMANCE GUARANTEE AGREEMENT**  
**THE LOCHS AT DALHOUSIE – PHASE V**  
**SIDEWALKS**

This Performance Guarantee Agreement, hereinafter referred to as this “Agreement”, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between EED DEVELOPMENT, L.L.C., a Missouri Limited Liability Company, having its principal office and place of business at 124 Crosshill Court, Cape Girardeau, Missouri 63701, hereinafter referred to as the “Developer”, and the CITY OF CAPE GIRARDEAU, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the “City”. The Developer and the City collectively are hereinafter referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of The Lochs at Dalhousie – Phase V, a subdivision located within the City of Cape Girardeau, Missouri; and

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

WHEREAS, said agreement has expired; and

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

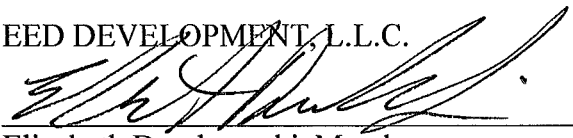
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements contained herein, the Parties stipulate and agree as follows:

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks in said The Lochs at Dalhousie – Phase V, hereinafter referred to as the “Subdivision”.
2. Montgomery Bank, hereinafter referred to as the “Financial Institution”, has issued an Irrevocable Letter of Credit, hereinafter referred to as the “Letter of Credit”, for the cost of the public sidewalk improvements in the Subdivision. The Letter of Credit is attached to this Agreement as “Exhibit A” and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks in the Subdivision and commits itself for enough funds to complete said sidewalks. Further, the Letter of Credit lists the City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.

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

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

EED DEVELOPMENT, L.L.C.

  
Elizabeth Dombrowski, Member

STATE OF MISSOURI

)

) SS.

COUNTY OF CAPE GIRARDEAU

)

On this 12TH day of MARCH, 2025, before me, a Notary Public in and for said state, personally appeared Elizabeth Dombrowski, Member of EED Development, L.L.C., a Missouri Limited Liability Company, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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

MACKENZIE KOCH  
Notary Public - Notary Seal  
State of Missouri - Cape Girardeau County  
Commission # 25789704  
Commission Expires January 01, 2029

  
(Signature)

Mackenzie Koch  
(Printed Name)

My Commission Expires: 1/1/29

Dr. Kenneth Haskin, City Manager

(Signature)

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

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

(Signature)

(Printed Name)

Page 4 of 5



EXHIBIT A  
LETTER OF CREDIT  
*on following page(s)*



P.O Box 948  
Sikeston, MO 63801

DATE: March 12, 2025

FROM: Montgomery Bank, a Missouri Non-Fiduciary Trust Company

TO: EED Development L.L.C.  
124 Crosshill Court  
Cape Girardeau, MO 63701

AND

City of Cape Girardeau, Missouri (Beneficiary)  
44 North Lorimier Street  
Cape Girardeau, MO 63701

IRREVOCABLE LETTER OF CREDIT #662

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of Twenty – Eight Thousand Four Hundred Ninety Two and 00/100 dollars, (\$28,492.00) available upon your demand and upon the approval of the City of Cape Girardeau (Beneficiary) for the cost of construction the public sidewalks at Lochs at Dahousie Phase V according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, the City of Cape Girardeau (Beneficiary) may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

Montgomery Bank, a Missouri  
Non-Fiduciary Trust Company

By: 

James P. Limbaugh

Executive Vice President

Cape Girardeau Regional President

---

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

A Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Lilmac, LLC, for public sidewalk improvements for Lilmac East Third Subdivision, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute a performance guarantee agreement for public sidewalk improvements for Lilmac East Third Subdivision.

**BACKGROUND/DISCUSSION**

The City previously entered into a performance guarantee agreement with Lilmac, LLC for public sidewalk improvements for Lilmac East Third Subdivision. The agreement is now expired, and some of the sidewalks have not been constructed. A new agreement has been prepared. As part of the agreement, Lilmac, LLC has obtained a letter of credit in the amount of \$4,250.00 based on a cost estimate prepared by the City's engineering staff. The agreement, with the letter of credit, is attached.

**FINANCIAL IMPACT**

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

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the City Manager to execute the performance guarantee agreement for Lilmac East Third Subdivision.

**ATTACHMENTS:**

Name:	Description:
<a href="#">25-32_Agreement_LILMAC_Lilmac_East_3rd.doc</a>	Resolution
<a href="#">Performance_Guarantee_Agreement_Lilmac_East_Third_Subdivision_(Sidewalks)_ - March_2025_-_Partially_Executed.pdf</a>	Performance Guarantee Agreement - Lilmac East Third Subdivision (Sidewalks)

BILL NO. 25-32

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE GUARANTEE AGREEMENT WITH LILMAC, LLC, FOR PUBLIC SIDEWALK IMPROVEMENTS AT LILMAC EAST THIRD SUBDIVISION, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Performance Guarantee Agreement with LILMAC, LLC, for public sidewalk improvements at Lilmac East Third Subdivision, 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



**PERFORMANCE GUARANTEE AGREEMENT**  
**LILMAC EAST THIRD SUBDIVISION**  
**(SIDEWALKS)**

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between LILMAC, LLC, a Missouri Limited Liability Company, having its principal office and place of business at 2559 Fieldstone Way, Jackson, Missouri, 63755, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, the Developer has submitted to the City, and the City has approved, the record plat of Lilmac East Third Subdivision, a subdivision located within the City of Cape Girardeau, Missouri; and

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

WHEREAS, said agreement has expired; and

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

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

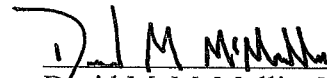
1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks in said Lilmac East Third Subdivision, hereinafter referred to as the "Subdivision".
2. Montgomery Bank, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalk improvements in the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks in the Subdivision and commits itself for enough funds to complete said sidewalks. Further, the Letter of Credit lists the City as the Beneficiary and provides for payment of funds to the City in the event the Developer is found to be in default under this Agreement.



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

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

LILMAC, LLC



David M. McMullin, Manager

STATE OF MISSOURI

)

) SS.

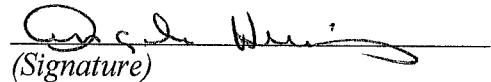
COUNTY OF CAPE GIRARDEAU

)

On this 20<sup>th</sup> day of March, 2025, before me, a Notary Public in and for said state, personally appeared David M. McMullin, Manager of Lilmac, LLC, a Missouri Limited Liability Company, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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

ANGELA HEURING  
Notary Public - Notary Seal  
State of Missouri - Scott County  
Commission # 12463382  
Commission Expires June 26, 2028

  
(Signature)

Angela Heuring  
(Printed Name)

My Commission Expires:

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Dr. Kenneth Haskin, City Manager

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

STATE OF MISSOURI

)

) SS.

COUNTY OF CAPE GIRARDEAU

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said state, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a municipal corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City for the purposes therein stated.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

My Commission Expires:

EXHIBIT A  
LETTER OF CREDIT  
*on following page(s)*

DATE: March 14, 2025

FROM: Montgomery Bank, a Missouri Non – Fiduciary Trust Company  
2027 Broadway  
Cape Girardeau, Missouri 63701

TO: David McMullin  
588 Dux Landing  
Cape Girardeau, MO 63701

AND

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

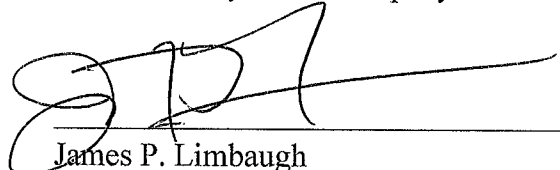
**AMENDED IRREVOCABLE LETTER OF CREDIT #632**

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of Four thousand two hundred fifty and 00/100 dollars (\$4,250.00) available upon your demand and upon the approval of Beneficiary – City of Cape Girardeau for the cost of constructing the public sidewalks in the Lilmac East Third subdivision, according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified by March 14, 2027, Beneficiary – City of Cape Girardeau may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

FINANCIAL INSTITUTION

Montgomery Bank, a Missouri  
Non-Fiduciary Trust Company

(Seal)



James P. Limbaugh  
Executive Vice President  
Cape Girardeau Regional President

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**Staff:** Jake Garrard, P.E.  
**Agenda:** 4/7/2025

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

A Resolution authorizing the City Manager to execute an Agreement with Apex Paving Co. for the 2025 Asphalt Overlay Program.

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**EXECUTIVE SUMMARY**

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

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**BACKGROUND/DISCUSSION**

The Notice to Bid was advertised publicly, and had two bids accepted on March 25, 2025. The winning bid, submitted by Apex Paving Co., was in the amount of \$ 368,373.43. The Engineer's Estimate of Cost was \$ 593,760.00.

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**FINANCIAL IMPACT**

The project is being funded through the Transportation Trust Fund (TTF6).

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

The City is responsible for the routine maintenance of existing City streets and public alleys. This requires funding to be allotted for the cost of this maintenance work in the City's annual budget. The six previous TTF programs have provided better street surfaces and paved alleys. This contract will continue to use monies set aside in the TTF6 Program for these upgrades.

---

**STAFF RECOMMENDATION**

Staff recommends Council approve a Resolution authorizing the City Manager to enter into a contract with Apex Paving Co. for the 2025 Asphalt Overlay.



**ATTACHMENTS:**

Name:	Description:
<a href="#">25-33 Agreement APEX Asphalt Overlay 2025.doc</a>	Resolution
<a href="#">11 - CSR 2025 - Agreement 6290.docx</a>	Agreement for Asphalt Overlay
<a href="#">DevSec 20250325 131414.pdf</a>	Bid Tabulation

BILL NO. 25-33

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH APEX PAVING CO., FOR THE 2025 ASPHALT OVERLAY PROGRAM IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Apex Paving Co., for the 2025 Asphalt Overlay Program. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk





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

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and  
XXX ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *The project improvements consist of milling and asphalt overlaying streets including curb reconstruction, and tree removal where necessary on various streets within the City of Cape Girardeau.*

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *2025 Asphalt Overlay Program.*

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed in-house.
- 3.02 The City Engineer or the City Engineer's designee is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 23<sup>rd</sup>, 2025.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Completion: Contractor shall pay Owner \$ 1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Completion until the Work is complete and ready for final payment.
2. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

#### 6.03 *Final Payment*

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

### **ARTICLE 7 – INTEREST**

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

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages      to     , inclusive).
  - 3. Payment bond (pages      to     , inclusive).
  - 4. General Conditions and Supplementary Conditions (pages 1 to 62, inclusive).
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: 2025 Asphalt Overlay.
  - 7. Addenda (numbers      to     , inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages      to     , inclusive).
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Affidavit of Compliance with Prevailing Wage
    - f. Contractor's Warranty
    - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.



## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

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

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

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

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

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

OWNER: City of Cape Girardeau

CONTRACTOR:

\_\_\_\_\_

XXX  
\_\_\_\_\_

By: Dr. Kenneth Haskin

By: XXX

Title: City Manager

Title: XXX

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

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

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

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

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

Address for giving notices:

Address for giving notices:

Development Services Department, City Hall

\_\_\_\_\_

44 N. Lorimier Street

\_\_\_\_\_

Cape Girardeau, MO 63701

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

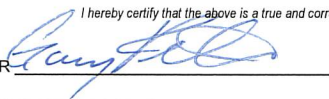
# BID OPENING

DATE: MARCH 25, 2025  
TIME: 10:00 AM  
PLACE: ONLINE VIA MERCELL

# SUMMARY OF PROPOSALS RECEIVED FOR:

## 2025 ASPHALT OVERLAY PROGRAM

COMPUTED BY: TS

				ENGINEER'S ESTIMATE		Jokerst, Inc. 16444 HWY. 32 STE. Genevieve, MO 63		Apex Paving Co. PO Box 637 Cape Girardeau, MO 63702	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Item Description								
1	Street Milling	SY	18305.00	\$8.00	\$146,440.00	\$7.00	\$128,135.00	\$3.50	\$64,067.50
2	Type 5 Aggregate	Ton	330.00	\$60.00	\$19,800.00	\$42.50	\$14,025.00	\$36.23	\$11,955.90
3	Liquid Asphalt (Tack Coat)	Gal	1860.00	\$5.00	\$9,300.00	\$7.00	\$13,020.00	\$3.00	\$5,580.00
4	Asphaltic Concrete (2" or 4" BP-2)	Ton	2555.00	\$130.00	\$332,150.00	\$110.00	\$281,050.00	\$97.85	\$250,006.75
5	Full Depth Repair	SY	170.00	\$80.00	\$13,600.00	\$65.00	\$11,050.00	\$39.24	\$6,670.80
6	R&R Concrete Curb and Gutter	LF	150.00	\$65.00	\$9,750.00	\$80.00	\$12,000.00	\$52.00	\$7,800.00
7	Adjust Manhole	Each	21.00	\$2,000.00	\$42,000.00	\$50.00	\$1,050.00	\$218.00	\$4,578.00
8	Adjust Valve	Each	4.00	\$200.00	\$800.00	\$50.00	\$200.00	\$75.00	\$300.00
9	Temporary Traffic Control	LS	1.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$13,414.48	\$13,414.48
10	Temporary Erosion Control	LS	1.00	\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
11	Tree Removal	Each	1.00	\$1,600.00	\$1,600.00	\$5,300.00	\$5,300.00	\$2,500.00	\$2,500.00
12	Pop Up Drain	Each	2.00	\$160.00	\$320.00	\$450.00	\$900.00	\$250.00	\$500.00
	Total Bid								\$0.00
AMOUNT OF PROPOSAL GUARANTEE SURETY I hereby certify that the above is a true and correct summary of proposals received PROJECT MANAGER 				\$593,760.00		\$475,230.00		\$368,373.43	
						5%		5%	
						Frankenmuth Insurance Company		Liberty Mutual Insurance Company	

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**Staff:** Trevor Pulley, Assistant City  
**Agenda:** Manager  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

An Ordinance approving an Amendment to Redevelopment Agreement in Connection with a Portion of RPA 2 Redevelopment Project Described in the Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015.

**EXECUTIVE SUMMARY**

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In January 2016, the City Council approved the Redevelopment Plan for the Downtown Tax Increment Financing District and designated five redevelopment project areas therein.

On January 10, 2022, The City passed Ordinance 5491 approving the Redevelopment Agreement Lindsey Radcliffe, with Arsenal Venture LLC. The project includes the redevelopment of 1 South Main Street for Morning Star Behavioral Associates, a 7,000-square-foot applied behavior analysis clinic for individuals with intellectual and developmental disabilities. The project also includes three residential lofts above the clinic space. The proposal requests tax increment financing assistance to reimburse the development for a portion of the costs of completing the project.

The project was completed with a COO on 1-18-2024. The Developer did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the original Agreement and is asking the City to extend the date.

The Amendment extends the date to June 30, 2025; which allows the Developer to submit a Certificate of Reimbursable Project Costs.

**BACKGROUND/DISCUSSION**

---

In January 2016, the City Council approved the Redevelopment Plan for the Downtown Tax Increment Financing District and designated five redevelopment project areas therein.

On January 10, 2022, The City passed Ordinance 5491 approving the Redevelopment Agreement Lindsey Radcliffe, with Arsenal Venture LLC. The project includes the redevelopment of 1 South Main Street for Morning Star Behavioral Associates, a 7,000-square-foot applied behavior analysis clinic for individuals with intellectual and developmental disabilities. The project also includes three residential lofts above the clinic space. The proposal requests tax increment financing assistance to reimburse the development for a portion of the costs of completing the project.

The project was completed with a COO on 1-18-2024. The Developer did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the original Agreement and is asking the City to extend the date.

The Amendment extends the date to June 30, 2025; which allows the Developer to submit a Certificate of Reimbursable Project Costs.

## FINANCIAL IMPACT

---

The redevelopment project will result in increased property tax that otherwise would not have been generated. In addition, this redevelopment project will prevent the area from deteriorating further. TIF is designed to enhance the overall economic viability of the downtown area.

The amendment does not change any of the original TIF agreement, but only allows the Developer to submit a Certificate of Reimbursable Project Costs.

## SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

---

The amendment did not change any of the original TIF agreements but only which allows the Developer to submit a Certificate of Reimbursable Project Costs.

Providing TIF assistance to this project allows for the stabilization and renovation of a deteriorated building which has been underutilized for years. The redevelopment of the building will increase the assessed valuation, prevent conditions from further deteriorating, and will enhance the economic viability of downtown.

## STAFF RECOMMENDATION

---

Staff recommends the City Council approve amendment to the redevelopment agreement.

## BOARD OR COMMISSION RECOMMENDATION

---

The proposed project is in alignment with the approved Redevelopment Plan and Projects identified for the Downtown Tax Increment Financing District.

ATTACHMENTS:	
Name:	Description:
<a href="#">25-34_Ord_Amend_1_Redevelopment_Agreement_1_S_Main.docx</a>	Ordinance
<a href="#">2025.01.15.Morningstar.LS.Main.Amendment.Redevelopment.Agreement_(2).pdf</a>	First amendment to redevelopment agreement 2024
<a href="#">DRAFT_Redevelopment_Agreement.docx</a>	Redevelopment Agreement

BILL NO. 25-34

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

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF CAPE GIRARDEAU AND ARSENAL VENTURE LLC.**

---

**WHEREAS**, the City of Cape Girardeau and Arsenal Venture LLC (the “Developer”) entered into a Redevelopment Agreement dated as of January 20, 2022 (the “Original Agreement”) relating to the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”); and

**WHEREAS**, the Developer completed the Developer Project but did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the Original Agreement; and

**WHEREAS**, the Developer has requested that the Original Agreement be amended to provide additional time to submit the Certificate of Reimbursable Project Costs;

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

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

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

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

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

**PASSED AND APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



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



**EXHIBIT A**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

[On file in the City Clerk's Office]

## FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** (this “First Amendment”) is made and entered into as of \_\_\_\_\_, 2025, by and between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri (the “City”), and **ARSENAL VENTURE LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

### RECITALS:

1. The City and the Developer entered into a Redevelopment Agreement dated as of January 20, 2022 (the “Original Agreement”) relating to the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”).

2. The Developer completed the Developer Project but did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the Original Agreement.

3. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2025, the City Council has authorized the City to enter into this First Amendment.

### AGREEMENT

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

1. **Development.** The City acknowledges that the Developer Project was completed by December 31 2022, as evidenced by the City’s issuance of an occupancy certificate by that date. The Developer may submit a Certificate of Reimbursable Redevelopment Project Costs by June 30, 2025.

2. **Public Participation.**

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

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the building at 1 South Main Street (the “Building”) before December 31, 2035, the Developer shall provide a leveraged rate of return calculation (prepared in accordance with industry standards as reasonably determined by the City’s Finance Director) (the “*Leveraged Rate of Return*”). If the Leveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would

cause the Leveraged Rate of Return to exceed the Maximum Rate of Return. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to this paragraph among the taxing districts whose boundaries encompass the Redevelopment Area in proportion to their then-current real property tax levies. If the sale of substantially all of the Building occurs on or after December 31, 2035, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

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

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

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

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

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

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

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

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
Name: Kenneth Haskin  
Title: City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Gayle L. Conrad  
Title: City Clerk

**ARSENAL VENTURE LLC LLC**

By:  \_\_\_\_\_  
Name: Lindsey Radcliffe  
Title: Chief Executive Officer

## REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri (the “City”), and **ARSENAL VENTURE LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

### RECITALS:

1. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act.
2. Pursuant to Ordinance No. 4803, adopted on January 4, 2016, the City Council approved the “Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015” (the “Redevelopment Plan”) and designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act.
3. Pursuant to Ordinance No. 5408, adopted on June 7, 2021, the City Council approved a redevelopment project (the “RPA 2 Redevelopment Project”) for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 2.”
4. The Developer submitted a proposal (the “Proposal”) to the City regarding a portion of the RPA 2 Redevelopment Project, which Proposal includes the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”). The Proposal is attached as **Exhibit A**.
5. The Developer requested tax increment financing assistance to reimburse the Developer for a portion of the costs of completing the Developer Project.
6. Pursuant to Ordinance No. \_\_\_\_\_, adopted on [\*January 10, 2022\*], the City Council authorized the City to enter into this Agreement to provide the terms and conditions upon which the Developer will construct the Developer Project and be reimbursed for certain costs, as contemplated by the Act and the Redevelopment Plan.

### AGREEMENT

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

#### **Section 1. Development.**

- (a) The Developer hereby agrees to complete the Developer Project at its own expense no later than December 31, 2022. Completion of the Developer Project shall be deemed to have occurred when the City issues the occupancy permit pursuant to its municipal code for the Developer Project. Within 180 days after receipt of the final occupancy permit, the Developer may submit a Certificate of

Reimbursable Project Costs in substantially the form attached as **Exhibit B** hereto evidencing the costs of the Developer Project for which the Developer requests reimbursement pursuant to **Section 4** below.

(b) The City shall review the Certificate of Reimbursable Project Costs and provide written objections, if any, to the Developer within 30 days from receipt thereof. If any objections are provided, the Developer shall cure such objections and resubmit the Certificate of Reimbursable Project Costs. If no objections are provided within 30 days of receipt, the Developer shall advise the City in writing that the Developer has submitted a Certificate of Reimbursable Project Costs and that the City has not yet approved or objected to the certificate. The City shall have an additional 15 days following receipt of the Developer's written notice to provide its approval of or objections to the Certificate. The Certificate of Reimbursable Project Costs shall be deemed approved by the City on the 16th day following receipt of the Developer's written notice, unless affirmatively objected to or approved by the City prior to such date.

## **Section 2. Submission and Approval of Construction Plans; Construction Standards.**

(a) The Developer shall submit construction plans for the Developer Project to the City as follows:

(i) The Developer will submit construction plans for the Developer Project and the City will review such plans for compliance with all applicable laws, statutes and ordinances, rules and regulations, including but not limited to, the safety and zoning regulations of the City. The Developer will not begin the Developer Project until it has received all requisite approvals from the City and other applicable agencies as required by federal, state, and local law, in accordance with a construction schedule agreed upon by the City and the Developer.

(ii) The Developer may make changes to the construction plans in accordance with federal, state and local law.

(b) The Developer will complete the Developer Project according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Developer Project in accordance with the applicable federal, state and local ordinances, laws, regulations and codes to ensure proper completion thereof.

## **Section 3. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City and its governing body, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Developer Project, except as

such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(c) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the Developer Project or (ii) the negligence or willful misconduct of the Developer or its officers, managers, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Developer Project, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(d) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now-existing or hereafter-arising violation, actual or alleged, or any other liability, under or in connection with any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Developer Project in connection with the construction of the Developer Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, managers, agents, employees or independent contractors or any other person who may be about the Redevelopment Area or the Developer Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

#### **Section 4. Installment Payments by the City.**

(a) For purposes of **Sections 4** and **5** of this Agreement, the following terms shall have the following meanings:

“Available TIF Revenues” means 90% of the Payments in Lieu of Taxes and 50% of the Economic Activity Taxes (as defined in the Act), if any, generated from the Developer Project and deposited in the Special Allocation Fund. Notwithstanding the foregoing, Available TIF Revenues will not include (i) incremental utility tax revenues (if any) unless the Developer



provides the City with copies of utility bills from businesses located in the Developer Project prior to the end of the applicable Calculation Period, (ii) any Economic Activity Taxes that the City Council determines, in its sole discretion, are attributable to businesses that relocate into the Developer Project from elsewhere in the City, (iii) any Economic Activity Taxes generated from a use tax, and (iv) any revenues that are subject to a pending challenge or protest.

“Calculation Period” means initially, the period from the date the first Certificate of Reimbursable Project Costs is submitted to the last day of the second month preceding the first Payment Date (e.g., if the first Payment Date is July 1, 2023, the initial Calculation Period runs through May 31, 2023); and thereafter, each period from the end of the previous Calculation Period to the last day of the second month preceding the next Payment Date, except that the Calculation Period for the June 6, 2044 Payment Date will be from the end of the penultimate Calculation Period to April 30, 2044.

“Payment Date” means every January 1, April 1, July 1 and October 1 following the City’s approval or deemed approval of a Certificate of Reimbursable Project Costs pursuant to **Section 1** and also June 6, 2044 (i.e., the last business day before the 23<sup>rd</sup> anniversary of the approval of the ordinance approving the RPA 2 Redevelopment Project).

“Reimbursable Redevelopment Project Costs” means the costs of the Developer Project identified on the Certificate of Reimbursable Project Costs approved by the City in accordance with this Section in the maximum amount of \$248,078.

“Special Allocation Fund” means the fund created by Ordinance No. 5408, pursuant to which certain Payments in Lieu of Taxes and Economic Activity Taxes, if any, are deposited by operation of the Act.

(b) On each Payment Date, the City shall apply the Available TIF Revenues during the preceding Calculation Period as follows:

(i) the sum of \$500 shall be retained by the City as an administrative fee; and

(ii) the remaining Available TIF Revenues shall be paid to the Developer or its designee for the reimbursement of the Reimbursable Redevelopment Project Costs.

(c) On each Payment Date, the City shall provide the Developer with a written accounting showing the amount of Available TIF Revenues collected during the Calculation Period, the application of the Available TIF Revenues pursuant to this Section and the outstanding balance of the Reimbursable Redevelopment Project Costs not yet reimbursed.

(d) Notwithstanding anything to the contrary contained herein, in lieu of the payments described in (b), the City may issue bonds, notes or other obligations secured by Available TIF Revenues and use the sale proceeds of the bonds, notes or other obligations to pay the Reimbursable Redevelopment Project Costs due to the Developer. The Developer shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(e) The Developer shall cause all businesses generating taxable retail sales located in the Developer Project, if any, to provide a consent to the release of confidential sales tax information to the City, in substantially the form of **Exhibit C**, for the limited purpose of preparing and approving budgets,

appropriation requests and other actions contemplated by this Agreement. The Developer shall also require any “seller” (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri) located in the Developer Project to supply or cause to be promptly supplied to the City’s Finance Director, its monthly or quarterly sales tax information in a form substantially similar to the sales tax returns filed by such seller with the Missouri Department of Revenue.

#### **Section 5. Annual Appropriation of Economic Activity Taxes.**

(a) The City’s obligation to pay Economic Activity Taxes, if any, pursuant to this Section is limited to those funds budgeted and appropriated for that purpose during the City’s then-current fiscal year. The City agrees to cause the officials and employees in charge of drafting a budget to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration.

(b) The obligation of the City to pay Economic Activity Taxes, if any, hereunder constitutes a current expense of the City, is from year-to-year, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City’s obligation to pay Economic Activity Taxes, if any, hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

#### **Section 6. Representations, Warranties and Covenants.**

(a) *By the City.* The City represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The City is a home-rule city organized and existing under the laws of the State of Missouri and its charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City’s knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) *By the Developer.* The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion or operation of the Developer Project.

(iv) The Developer agrees to maintain commercial general liability insurance for the Developer Project in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as may be revised annually by the Missouri Department of Insurance. The Developer further agrees to name the City as an additional insured with respect to such insurance policy and to annually provide evidence of such insurance policy to the City.

(v) The Developer agrees to annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

**Section 7. Termination.** This Agreement shall terminate upon the earliest of any of the following:

- (a) written notice is provided by the aggrieved party to the defaulting party to terminate this Agreement pursuant to **Section 8(b)**;
- (b) the satisfaction of all payments due under **Section 4(b)**; or
- (c) June 6, 2044.

**Section 8. Default and Remedies.**

(a) *Events of Default.* The following shall be events of default (each, an "Event of Default") with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successor to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within 60 days after receipt of such notice. If the Event of Default is not cured or remedied within such 60-day period (or, in the case of an Event of Default that cannot be cured within a 60-day period, the defaulting party does not make reasonable progress toward curing the default and/or does not notify the aggrieved party of when such default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such

rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other party.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor the Developer, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the Developer Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developer shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within 30 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 9. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

**Section 10. Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

**Section 11. Scope.** This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

**Section 12. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

**Section 13. Transferability.** This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within ten days from the date of such assignment).

**Section 14. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

To the City:                      City of Cape Girardeau  
   401 Independence Street  
   Cape Girardeau, Missouri 63702  
   Attn: City Manager

with copies to:                City of Cape Girardeau  
   401 Independence Street  
   Cape Girardeau, Missouri 63702  
   Attn: City Attorney

and:                                Gilmore & Bell, P.C.  
   One Metropolitan Square  
   211 North Broadway, Suite 2000  
   St. Louis, Missouri 63102  
   Attn: Mark D. Grimm, Esq.

To the Developer:            Arsenal Venture LLC  
   338 Broadway, Suite 101  
   Cape Girardeau, Missouri 63701  
   Attn: Lindsey Radcliffe

**Section 15. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 16. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Cape Girardeau County, Missouri. The Developer expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 17. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 18. Federal Work Authorization Program.** Simultaneously with the execution of this Agreement, the Developer will provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

**Section 19. Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

**Section 20. City Fees.** Simultaneously with the execution of this Agreement, the Developer shall pay the City the sum of \$500 for legal and other fees and expenses incurred in connection with the preparation, negotiation and approval of this Agreement and the Redevelopment Plan.

**Section 21. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

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

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
Name: Kenneth Haskin  
Title: City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Gayle L. Conrad  
Title: City Clerk

**ARSENAL VENTURE LLC**

By: \_\_\_\_\_  
Name: Lindsey Radcliffe  
Title: Chief Executive Officer



**EXHIBIT A**  
**PROPOSAL OF DEVELOPER**

## EXHIBIT B

### FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS

#### Certificate of Reimbursable Project Costs

TO: City of Cape Girardeau, Missouri  
401 Independence Street  
P.O. Box 617  
Cape Girardeau, Missouri 63702  
Attention: City Manager

**Re: Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015 – RPA 2 Redevelopment Project**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2022 (the “*Agreement*”) between the City of Cape Girardeau, Missouri (the “*City*”), and Arsenal Venture LLC (the “*Developer*”). In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** is a Reimbursable Redevelopment Project Cost that was incurred in connection with the completion of the Developer Project.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Act and the Agreement.
3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the Developer Project are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the Act, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
6. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ARSENAL VENTURE LLC**

By: \_\_\_\_\_  
Lindsey Radcliffe, Chief Executive Officer

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

Schedule 1  
To Certificate of Reimbursable Project Costs

## **EXHIBIT C**

### **CONSENT TO RELEASE OF CONFIDENTIAL SALES TAX INFORMATION**

To facilitate the reporting requirements that are applicable to the Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015 (the "Redevelopment Plan"), pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo., as amended (the "Act"), [Seller] hereby consents to the inclusion, within any reports required by the Act, of the sales tax revenue data for its operations within the Redevelopment Area described in the Redevelopment Plan.

Dated: \_\_\_\_\_, 20\_\_\_\_

**[Seller]**

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

Name: \_\_\_\_\_

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

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 1918 North Kingshighway, in the City and County of Cape Girardeau, Missouri, from C-2 to NC.

**EXECUTIVE SUMMARY**

The attached ordinance rezones the property at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District). The City Council's public hearing on the rezoning request was held on April 7, 2025.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 1918 North Kingshighway. The applicant is requesting that the property be rezoned from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District).

The immediately surrounding properties are zoned C-2 (Highway Commercial District) on all sides. This area is characterized by commercial and residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Regional Commercial.

The attached ordinance rezones the property to NC. The City Council's public hearing on the rezoning request was held on April 7, 2025.

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

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property contains a two-story building with a walkout basement level. It was used as a motel and apartments until 2017 when it was converted to commercial suites. The property owner would like to convert a portion of the building back to apartments and keep the remainder as commercial suites. The C-2 district does not permit residential uses. The NC district does permit residential uses, provided such uses are located above the first floor or behind/below nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages. Given the building's design, construction, and use history, allowing the second and/or basement levels to be used for apartments appears reasonable. Additionally, some of the other properties along this section of Kingshighway contain apartments or other residential uses. For these reasons, the proposed NC district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

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

## BOARD OR COMMISSION RECOMMENDATION

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The Planning and Zoning Commission held a public hearing at its March 12, 2025 meeting and recommended approval of the rezoning request by a vote of 5 in favor, 0 in opposition, and 0 abstaining.

## PUBLIC OUTREACH

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The City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">25-35_1918_North_Kingshighway_Rezone.doc</a>	Ordinance
<a href="#">Staff_Review-Referral-Action_Form.pdf</a>	1918 North Kingshighway - Staff RRA Form
<a href="#">Map_-_1918_North_Kingshighway_-_Zoning.pdf</a>	1918 North Kingshighway - Zoning Map
<a href="#">Map_-_1918_North_Kingshighway_-_FLU.pdf</a>	1918 North Kingshighway - FLU Map
<a href="#">Application_-_1918_N_Kingshighway_Rezoning.pdf</a>	1918 North Kingshighway - Application
<a href="#">Sec._30-67._-C-2_Highway_Commercial_District.pdf</a>	C-2 District Regulations
<a href="#">Sec._30-64._-NC_General_Commercial_District.pdf</a>	NC District Regulations

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 1918 NORTH KINGSHIGHWAY, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM C-2 TO NC

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WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from C-2, Highway Commercial District, to NC, Neighborhood Commercial District; and

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, April 7, 2025; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri has elected to rezone the property described in Article 1 of this ordinance from C-2, Highway Commercial District, to NC, Neighborhood Commercial District.

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

ARTICLE 1. Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended to change the zoning from the present C-2, Highway Commercial District, to NC, Neighborhood Commercial District, for the following described property:

1918 North Kingshighway

A tract of land being in the Northeast Quarter of the Northwest Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian known as Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19, Page 94 in the Land Records of Cape Girardeau County, Missouri, being more particularly described as follows:

Begin at the southeast corner of said Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19 at Page 94, said point being on the north right of way line of North Kingshighway (Rte. 61); thence along said right of way line, North 54°13'41" West, 218.97 feet to a point, said point being the intersection of the north



right of way line of North Kingshighway and the east right of way line of Golden Eagle Court; thence along the east right of way line of Golden Eagle Court, along a curve concave to the northeast having a radius of 20.0 feet for a distance of 29.49 feet (chord bearing North 11°59'18" West, 26.89 feet); thence North 30°15'13" East, 104.06 feet; thence along a curve to the left having a radius of 230.0 feet for a distance of 80.98 feet (chord bearing North 20°10'01" East, 80.56 feet); thence leaving said east right of way line; North 89°53'55" East, 102.47 feet; thence South 00°06'05" East, 320.0 feet to the point of beginning.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 of this ordinance is at the present time particularly suitable for the purposes and uses of the NC, Neighborhood Commercial District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**CITY OF CAPE GIRARDEAU, MISSOURI**

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

FILE NO. 1476

LOCATION: 1918 North Kingshighway

**STAFF REVIEW & COMMENTS:**

Paul James is requesting to rezone the above listed property from C-2 (Highway Commercial) to NC (Neighborhood Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

[Signature]  
City Planner

2/26/25  
Date

[Signature]  
City Attorney

2/26/25  
Date

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

[Signature]  
City Manager

2/28/25  
Date

**Planning & Zoning Commission**

Public Hearing Sign Posting Date: 3-5-25 Public Hearing Date: 3-12-25

**RECOMMENDED ACTION:**

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

	Favor	Oppose	Abstain
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily McElreath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 5 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]

Chris Martin  
Planning & Zoning Commission Secretary

**City Council Action**

Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25

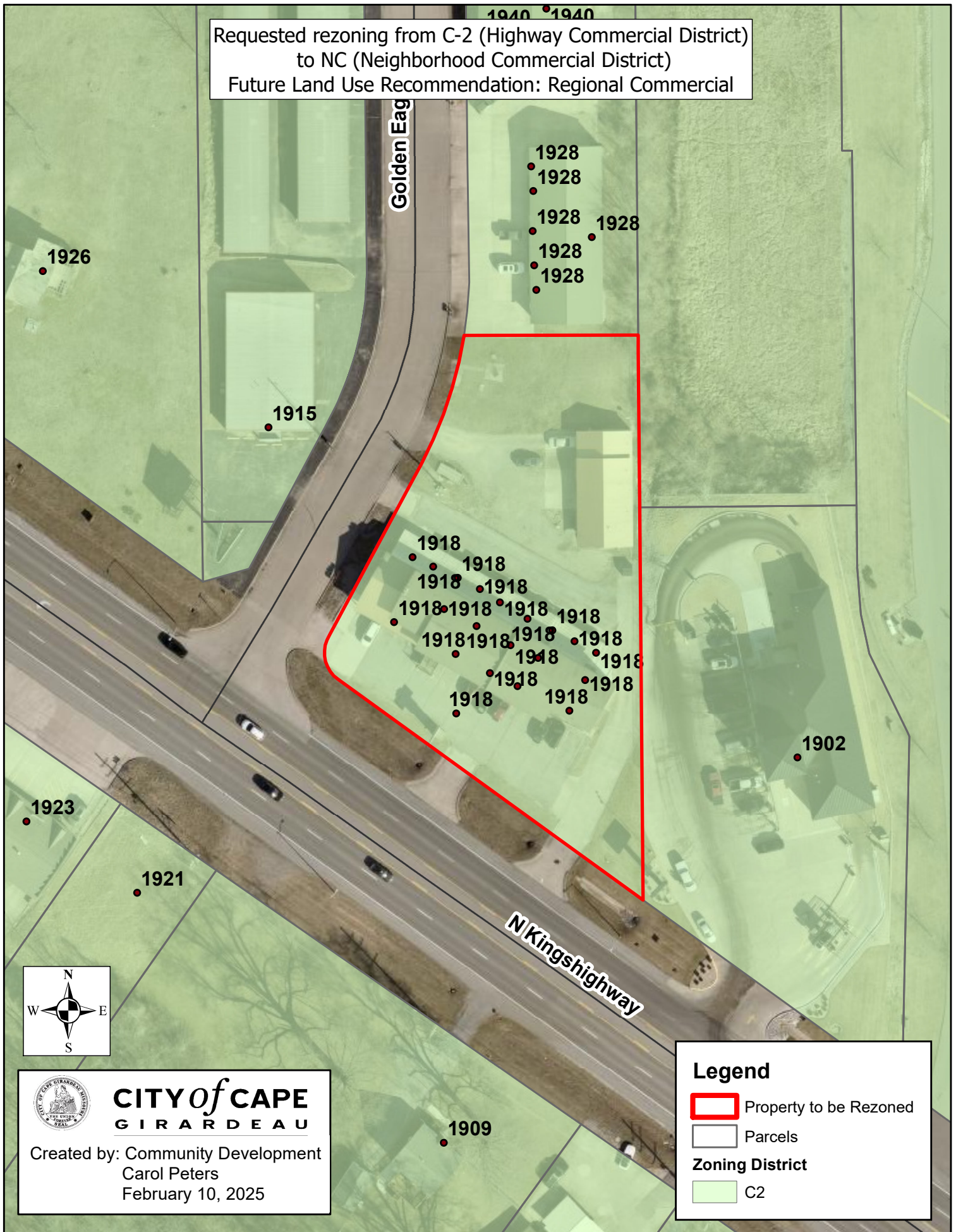
Ordinance 1<sup>st</sup> Reading 4-7-25 Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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

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

# Rezoning Request - 1918 North Kingshighway

Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial



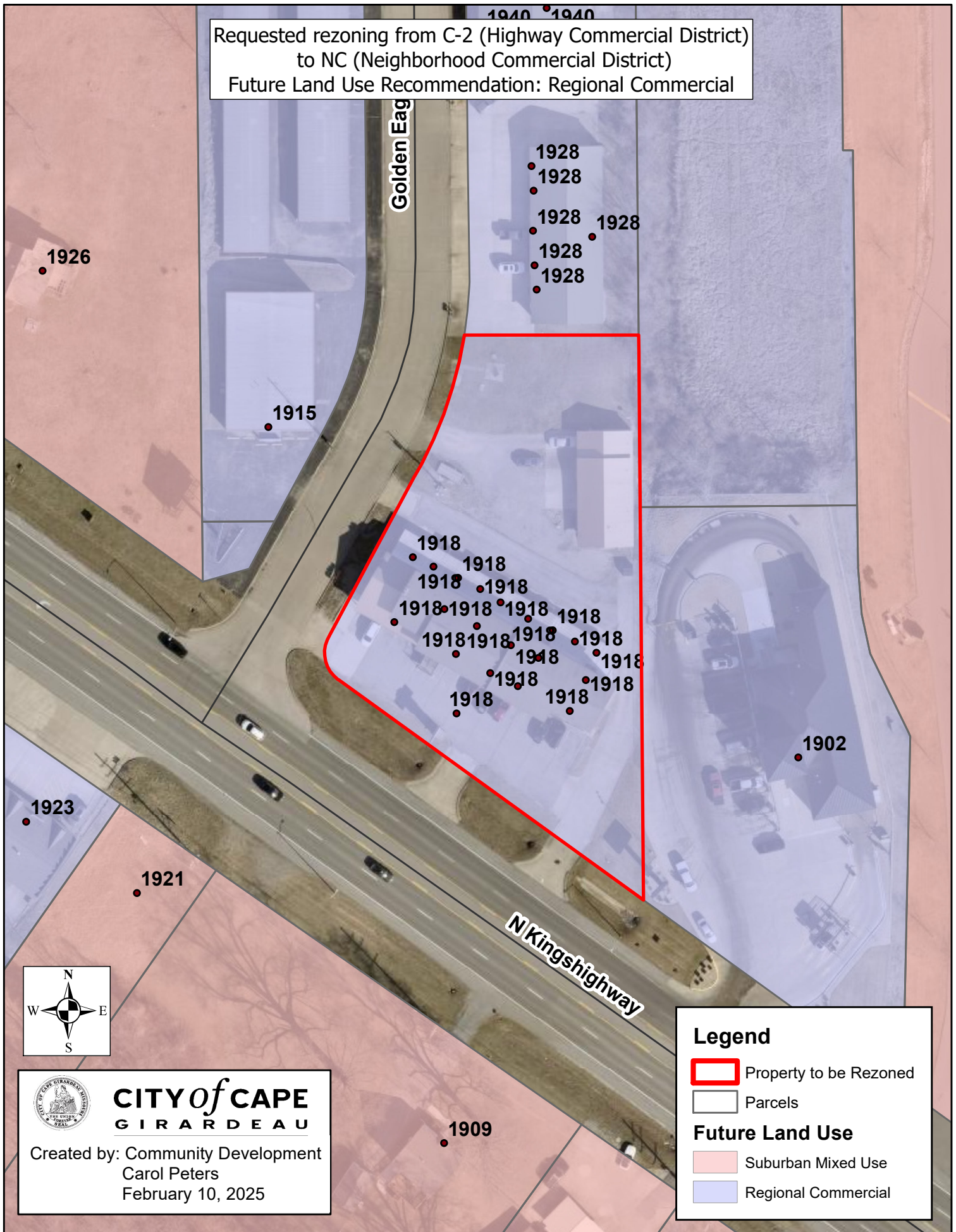
**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
February 10, 2025



# Rezoning Request - 1918 North Kingshighway

Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial



**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
February 10, 2025



## REZONING / SPECIAL USE PERMIT APPLICATION

**CITY of CAPE GIRARDEAU**

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

**Property Address/Location**

1918 North Kingshighway

<b>Applicant</b> Paul James		<b>Property Owner of Record</b> P S James Enterprises Inc <input type="checkbox"/> Same as Applicant	
<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701	<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701
<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com	<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com
<b>Contact Person</b> Paul James		<i>(Attach additional owners information, if necessary)</i>	
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		<b>Proposed Special Use (Special Use Permit requests only)</b> N/A	
<b>Existing Zoning District</b> C-2, Highway Commercial District		<b>Proposed Zoning District (Rezoning requests only)</b> NC, Neighborhood Commercial District	

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

1. Please see attachment for legal description of property.
2. Please see attachment for site survey.

**Describe the proposed use of the property.**

Business and Apartments.

Business use at first floor.

Apartments at second floor and lower level.

*Application continues on next page***OFFICE USE ONLY**

Date Received & By 2-7-25 File # 1476 MUNIS Application # 16191 MUNIS Permit # \_\_\_\_\_

Application Fee Received \$ \_\_\_\_\_ ☐ Check # \_\_\_\_\_ ☐ Credit Card ☐ Cash

Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_



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

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

- 1) The proposed special use will not substantially increase traffic hazards or congestion.  
N/A
- 2) The proposed special use will not substantially increase fire hazards.  
N/A
- 3) The proposed special use will not adversely affect the character of the neighborhood.  
N/A
- 4) The proposed special use will not adversely affect the general welfare of the community.  
N/A
- 5) The proposed special use will not overtax public utilities.  
N/A

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**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.

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

- ☐ Base Application fee - \$148.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
  - ☐ List of adjacent property owners (*see Instructions for requirements*)
  - ☐ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc. (Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

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

Paul L James PAUL JAMES  
Property Owner of Record Signature and Printed Name

2/6/25  
Date

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

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

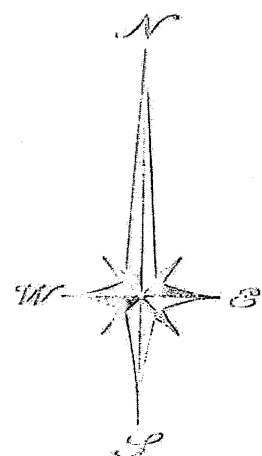
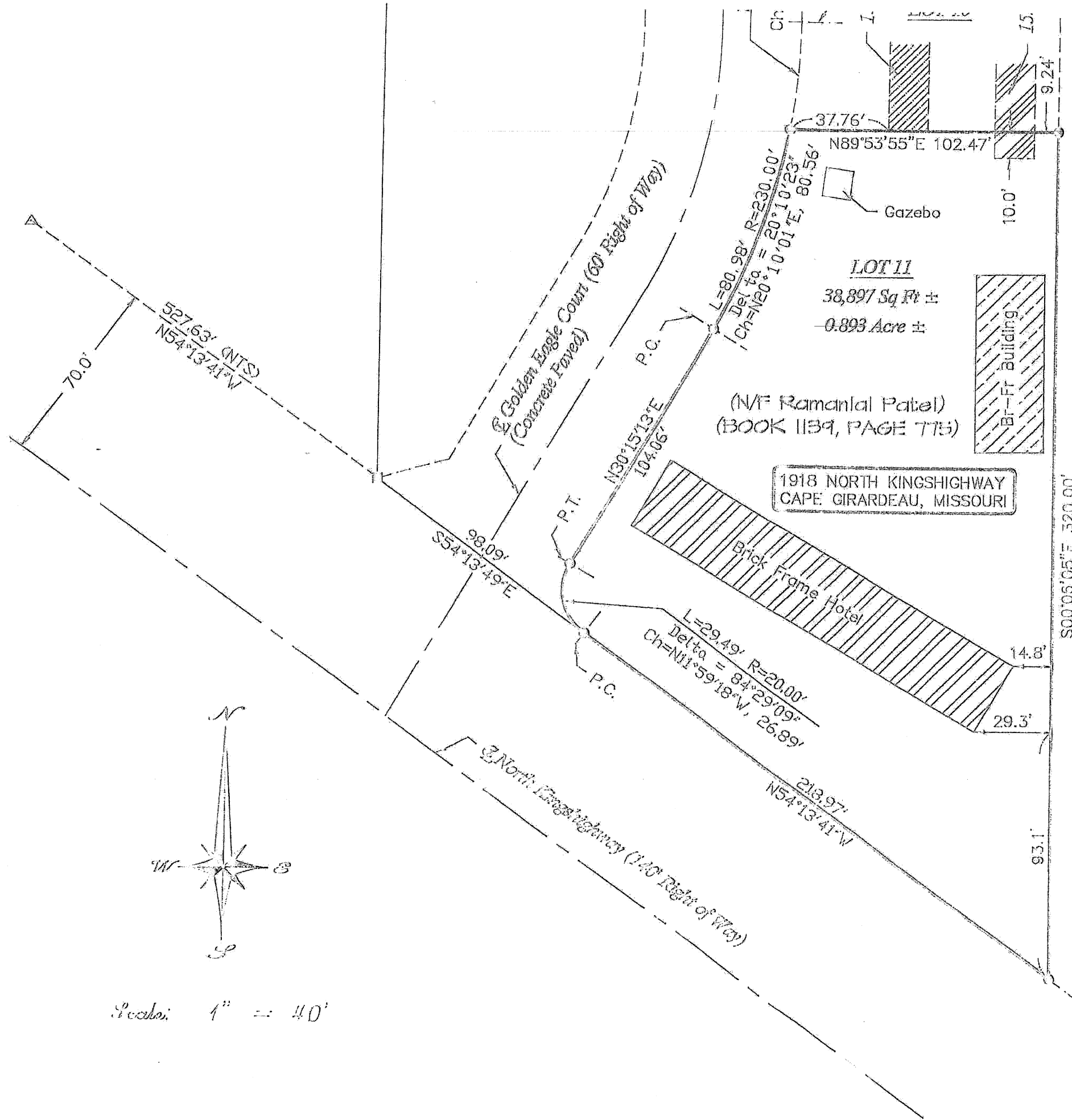
Paul L James PAUL JAMES  
Applicant Signature and Printed Name

2/6/25  
Date

### Property Legal Description

A tract of land being in the Northeast Quarter of the Northwest Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian known as Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19, Page 94 in the Land Records of Cape Girardeau County, Missouri, being more particularly described as follows:

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Scale: 1" = 40'

- SYMBOLS LEGEND**
1.  $\circ$  = 1/2" IRON RODS (SET).
  2.  $\Pi$  = 1/2" IRON RODS (FND).
  3.  $\Delta$  = METAL R/W MARKERS (FND).
  4.  $\odot$  = CONCRETE CROSS (CUT).

**TITLE REFERENCES**

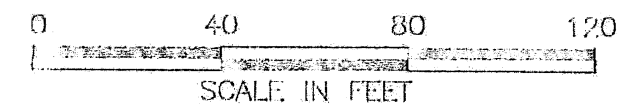
BOOK 1139, PAGE 775 (SUB)  
 BOOK 1078, PAGE 277 (ADJ)  
 DOC. NO. 2005-17280 (ADJ)  
 DOC. NO. 2005-17279 (ADJ)

SURVEY CLASS...."URBAN"

(N/F Brandon Williams Development, LLC)  
 (Doc. No. 2005-17280)  
 (Doc. No. 2005-17279)

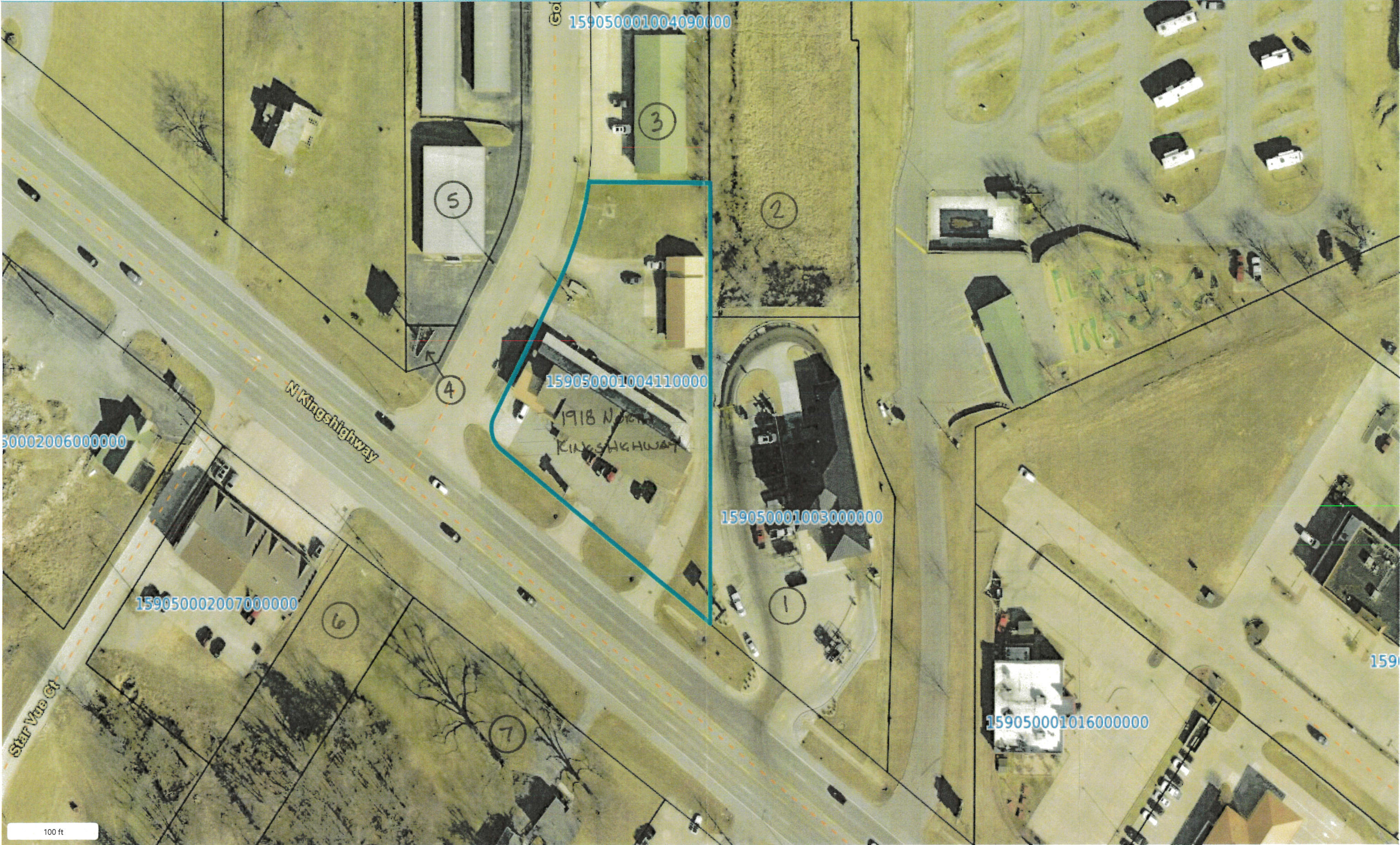
ASSESSOR'S MAP NUMBER 15-905

JOB NUMBER 2007-018



**LARRY D. DOWDY**  
**SURVEYING**  
 2323 PENNEYVILLE RD.  
 CAPE GIRARDEAU, MO. 65701  
 (573) 335-0464  
 DATE: 07/13/07







Adjacent Property List: 1918 North Kingshighway

1.      1902 N Kingshighway:      Club Carwash Cape Kingshighway LLC  
1591 E Prathersville Road  
Columbia, MO 65202-9614
2.      1980 Golden Eagle Court:      Church Enterprises LLC  
619 N Broadview Street  
Cape Girardeau, MO 63701-4313
3.      1928 Golden Eagle Court:      Linda Joyce Koch 2000 Trust  
1540 Kingsbury Road  
Cape Girardeau, MO 63701
4.      N Kingshighway:      Drury Southwest Signs Inc.  
101 South Farrar Drive  
Cape Girardeau, MO 63701
5.      1915 Golden Eagle Court:      Grey Wolf Investments LLC  
2681 East Main Street  
Jackson, MO 63755-2473
6.      1921 N Kingshighway:      Unique Baby LLC  
1923 North Kingshighway Suite 4  
Cape Girardeau, MO 63701
7.      1909 N Kingshighway:      K D Crosnoe LLC  
1901 Oak Hills Street  
Cape Girardeau, MO 63701-2933

Sec. 30-67. - C-2, Highway Commercial District.

(a) *Purpose.* The C-2 district provides for commercial uses typically found along major thoroughfares, which are generally more intensive than uses permitted in the other commercial districts. As such, this district is primarily intended for areas of the city located in high-volume traffic corridors. In addition to uses permitted in the C-1 district, the C-2 district permits commercial developments requiring long-term outdoor display of merchandise. Other uses having the potential to significantly affect adjacent residential and commercial districts may be allowed with approval of a special use permit.

(b) *Permitted principal uses.*

- (1) Arenas or stadiums.
- (2) Art galleries or museums.
- (3) Auditoriums or theaters.
- (4) Banks or other financial institutions.
- (5) Banquet facilities.
- (6) Bed and breakfasts.
- (7) Commercial day cares.
- (8) Commercial recreation facilities.
- (9) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.
- (10) Driving ranges.
- (11) Funeral homes or mortuaries.
- (12) Governmental facilities.
- (13) Health or fitness centers.
- (14) Helicopter landing pads, heliports or other landing areas in relationship with a hospital.
- (15) Hospitals.
- (16) Hotels or motels.
- (17) Institutions of higher education, including business, career or technology schools.
- (18) Instructional schools for art, dance, music, martial arts or other disciplines.
- (19) Kennels.
- (20) Libraries.
- (21) Meeting halls.
- (22) Microbreweries.
- (23) Mini warehouses or self-storage units.
- (24) Nurseries or greenhouses.
- (25) Nursing homes.
- (26) Offices.
- (27) Outdoor storage facilities for recreational vehicles or watercraft.
- (28) Parks or playgrounds.
- (29) Personal service establishments.
- (30) Pet grooming facilities.

- (31) Police or fire stations.
- (32) Residential treatment facilities.
- (33) Restaurants or bars.
- (34) Retail or rental establishments.
- (35) Television or radio studios, including any transmitting facilities.
- (36) Transit terminals.
- (37) Transitional housing.
- (38) Vehicle fueling, service or repair facilities, excluding body or paint shops.
- (39) Vehicle washing facilities, automatic or hand wash.
- (40) Veterinary clinics or animal hospitals.
- (41) Warehouses or distribution centers.
- (42) Wineries.

(c) *Permitted accessory uses.*

- (1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-106.
- (2) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (3) Solar energy systems, as permitted in section 30-113.

(d) *Special uses.*

- (1) Amusement parks.
- (2) Billboards, as permitted elsewhere in the city Code.
- (3) Campgrounds, travel trailer or recreational vehicle parks.
- (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (5) Manufactured business units, for office use only.
- (6) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.
- (7) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.
- (8) Telecommunication towers, as permitted in section 30-107.
- (9) The allowance of additional height up to a total of 100 feet, not to exceed a total of eight stories.
- (10) Vehicle body or paint shops.
- (11) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

- (1) Outdoor display of merchandise is permitted in accordance with the following provisions:
  - a. Displays shall not be located in a right-of-way.
  - b. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the city Code. Vehicles for sale or rental and displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.
  - c. Displays shall not impede vehicular or pedestrian access.
  - d. Displays shall not alter the structure of any building.
  - e. Displays shall not create a health or safety hazard.

- f. Displays shall be well kept and orderly.
  - g. Signs may be displayed as permitted elsewhere in the city Code.
  - h. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.
- (2) Outdoor service areas and equipment, storage areas, and waste containers shall be located in the rear or side yard and screened as required elsewhere in the city Code.
- (f) *Height, area, width, setback and open space requirements.*
- (1) Maximum height: 60 feet, not to exceed five stories.
  - (2) Minimum lot area: None.
  - (3) Minimum lot width: None.
  - (4) Minimum setbacks:
    - a. Front yard: 25 feet.
    - b. Rear yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
    - c. Side yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
  - (5) Minimum open space: 15 percent of the lot area.

(Code 1990, § 30-334; Ord. No. 5211, art. 5, 7-15-2019; Ord. No. 5551, art. 1, 6-20-2022; Ord. No. 5615, art. 4, 2-6-2023)

Sec. 30-64. - NC, Neighborhood Commercial District.

- (a) *Purpose.* The NC district is intended to provide small, convenient retail/commercial services and offices that provide convenience goods or personal service primarily to people residing in adjacent residential areas. This district is designed to accommodate compact, commercial uses in residential neighborhoods at intersections or along major streets, or to function as a transition between more intense commercial uses and neighborhoods. Additional requirements for light, air, building design, open space and landscaping are required to alleviate any adverse impact on surrounding neighborhoods.
- (b) *Permitted principal uses.*
  - (1) Commercial day care.
  - (2) Personal service establishments, including, but not limited to, beauty parlors, barber shops, dry cleaning and laundry pick-up, shoe repair, self-service laundromats, express or mailing offices, and hearing aid and eye glass shops.
  - (3) Police and fire stations.
  - (4) Public parks, playgrounds and recreational facilities.
  - (5) Residential uses, provided such uses are located above the first floor or behind nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages.
  - (6) Restaurants and bars, excluding drive-in, pick-up or drive-through facilities.
  - (7) Retail establishments which supply convenience and specialized goods and services, including, but not limited to, groceries, bakery, package liquor, books, candy, dairy products, drugs, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstands, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.
  - (8) Pet grooming, with sales of pet grooming products allowed as an accessory use. The following uses are not accessory to this use and are prohibited: overnight pet stays, the sale or breeding of pets, kennels, veterinarian services, runs and outside facilities.
  - (9) Finance, insurance and real estate services, including, but not limited to, banks, insurance offices and security brokers. Banks and financial institutions may include automatic teller machines and drive-through facilities with a maximum of two teller stations or lanes.
- (c) *Permitted accessory uses.*
  - (1) Accessory structures and uses customarily incidental to the above uses, including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-106.
  - (2) Solar energy systems, as permitted in section 30-113.
  - (3) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
  - (1) School and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
  - (2) Vehicle fueling station, not including service and repair.
  - (3) The allowance of additional height, not to exceed 35 feet, as long as additional height does not adversely affect the surrounding neighborhood.
  - (4) Wind energy conversion systems, as permitted in section 30-113.
  - (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
  - (6) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.

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

(e) *Standards.*

- (1) A site plan, meeting the requirements of chapter 25 shall be submitted and approved.
- (2) Buildings shall be designed in individual or small groupings and shall not exceed 16,000 square feet per structure with a maximum footprint of 10,000 square feet, nor exceed two stories in height, except as provided with a special use permit. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.
- (3) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
- (4) All activities and permitted uses except off-street parking and loading facilities, drive-through facilities, public parks and playgrounds, day care activities, outdoor eating and drinking facilities and outdoor music, shall be conducted entirely within a completely enclosed building.
- (5) Utilitarian areas such as loading docks, mechanical equipment, storage areas and dumpsters shall be located at the rear of the building and properly screened as required in chapter 25.
- (6) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as arterials, or collectors.
- (7) All structures in a NC district shall be constructed using materials, surfaces, textures, and colors that are compatible with the surrounding development. Design review shall be performed as part of the site plan review required in chapter 25.
- (8) Lighting shall be designed to be directed away from any adjacent residential area and in accordance with chapter 25.

(f) *Height, area, bulk and setback requirements.*

- (1) Maximum height: Two stories not to exceed 25 feet.
- (2) Minimum lot area: None.
- (3) Maximum density: None.
- (4) Maximum floor area: 16,000 square feet.
- (5) Minimum lot width: None.
- (6) Minimum yard requirements:
  - a. Front yard: 25 feet.
  - b. Rear yard: 20 percent of the lot depth or ten feet, whichever is greater. No more than 25 feet shall be required.
  - c. Side yard: None, except where located adjacent to residential uses, then ten feet.
- (7) Maximum building coverage, including accessory buildings: 35 percent of the lot.

(g) *Open space, landscaping and bufferyard requirements.*

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and bufferyards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, R-2 or R-3 zoning districts. This bufferyard shall comply with the requirements of chapter 25.

(h)

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

(Code 1990, § 30-331; Ord. No. 5012, art. 5, 10-2-2017)



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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 524 and 546 North Silver Springs Road, in the City and County of Cape Girardeau, Missouri, from R-4 to NC.

**EXECUTIVE SUMMARY**

The attached ordinance rezones the property at 524 and 546 North Silver Springs Road from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District). The City Council's public hearing on the rezoning request was held on April 7, 2025.

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 524 & 546 North Silver Springs Road. The applicant is requesting that the property be rezoned from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District).

The immediately surrounding properties are zoned R-4 (Medium Density Multifamily Residential District) to the north, R-3 (High Density Single-Family Residential District) to the east, and C-2 (Highway Commercial District) to the south and west. This area is characterized by commercial and residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Suburban Mixed Use.

The attached ordinance rezones the property to NC. The City Council's public hearing on the rezoning request was held on April 7, 2025.

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

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property consists of two undeveloped lots. The owner would like to develop each lot with a building containing commercial uses on the ground floor and residential uses above and/or behind the commercial uses. The R-4 district does not permit the types of commercial uses anticipated by the owner (such as retail). The NC district does permit such commercial uses and also permits residential uses, provided such uses are located above the first floor or behind/below nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages. NC is the zoning equivalent of the Suburban Mixed Use future land use category in the Cape Vision 2040 Comprehensive Plan. NC can serve as a transitional district between commercial zoning and residential zoning, as would be the case here. For these reasons, the proposed NC district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

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

## BOARD OR COMMISSION RECOMMENDATION

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The Planning and Zoning Commission held a public hearing at its March 12, 2025 meeting and recommended approval of the rezoning request by a vote of 4 in favor, 0 in opposition, and 1 abstaining.

## PUBLIC OUTREACH

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The City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">25-36_524-546_N_Silver_Springs_Rezone.doc</a>	Ordinance
<a href="#">Staff_Review_Referral-Action_Form.pdf</a>	524 & 546 North Silver Springs Road - Staff RRA Form
<a href="#">Map_-_524_546_North_Silver_Springs_Road_-_Zoning.pdf</a>	524 & 546 North Silver Springs Road - Zoning Map
<a href="#">Map_-_524_546_North_Silver_Springs_Road_-_FLU.pdf</a>	524 & 546 North Silver Springs Road - FLU Map
<a href="#">Application_-_524_546_N_Silver_Springs_Road_Rezoning.pdf</a>	524 & 546 North Silver Springs Road - Application
<a href="#">Sec._30-60._-R-4_Medium_Density_Multifamily_Residential_District.pdf</a>	R-4 District Regulations
<a href="#">Sec._30-64._-NC_General_Commercial_District.pdf</a>	NC District Regulations

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 524 AND 546 NORTH SILVER SPRINGS ROAD, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM R-4 TO NC

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WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from R-4, Medium Density Multifamily Residential District, to NC, Neighborhood Commercial District; and

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, April 7, 2025; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri has elected to rezone the property described in Article 1 of this ordinance from R-4, Medium Density Multifamily Residential District, to NC, Neighborhood Commercial District.

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

ARTICLE 1. Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended to change the zoning from the present R-4, Medium Density Multifamily Residential District, to NC, Neighborhood Commercial District, for the following described property:

524 and 546 North Silver Springs Road

All of Lots One (1) and Two (2) of Crites Tenth Addition as recorded in Plat Book 20 at Page 94 of the County land records, in the City and County of Cape Girardeau, State of Missouri.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 of this ordinance is at the present time particularly suitable for the purposes and uses of the NC, Neighborhood Commercial District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



# CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. 1478

LOCATION: 524 & 546 N Silver Springs Rd

## STAFF REVIEW & COMMENTS:

Armando Sanchez is requesting to rezone the above listed property from R-4 (Medium Density Multi-family Residential) to NC (Neighborhood Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

City Planner

Date

City Attorney

Date

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

City Manager

Date

## **Planning & Zoning Commission**

Public Hearing Sign Posting Date: 3-5-25 Public Hearing Date: 3-12-25

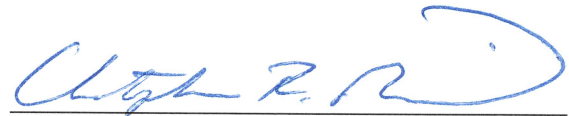
## RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Emily McElreath	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 4 Favor 0 Oppose 1 Abstain

## COMMENTS:

## CITIZENS COMMENTING AT MEETING:



Chris Martin

Planning & Zoning Commission Secretary

## **City Council Action**

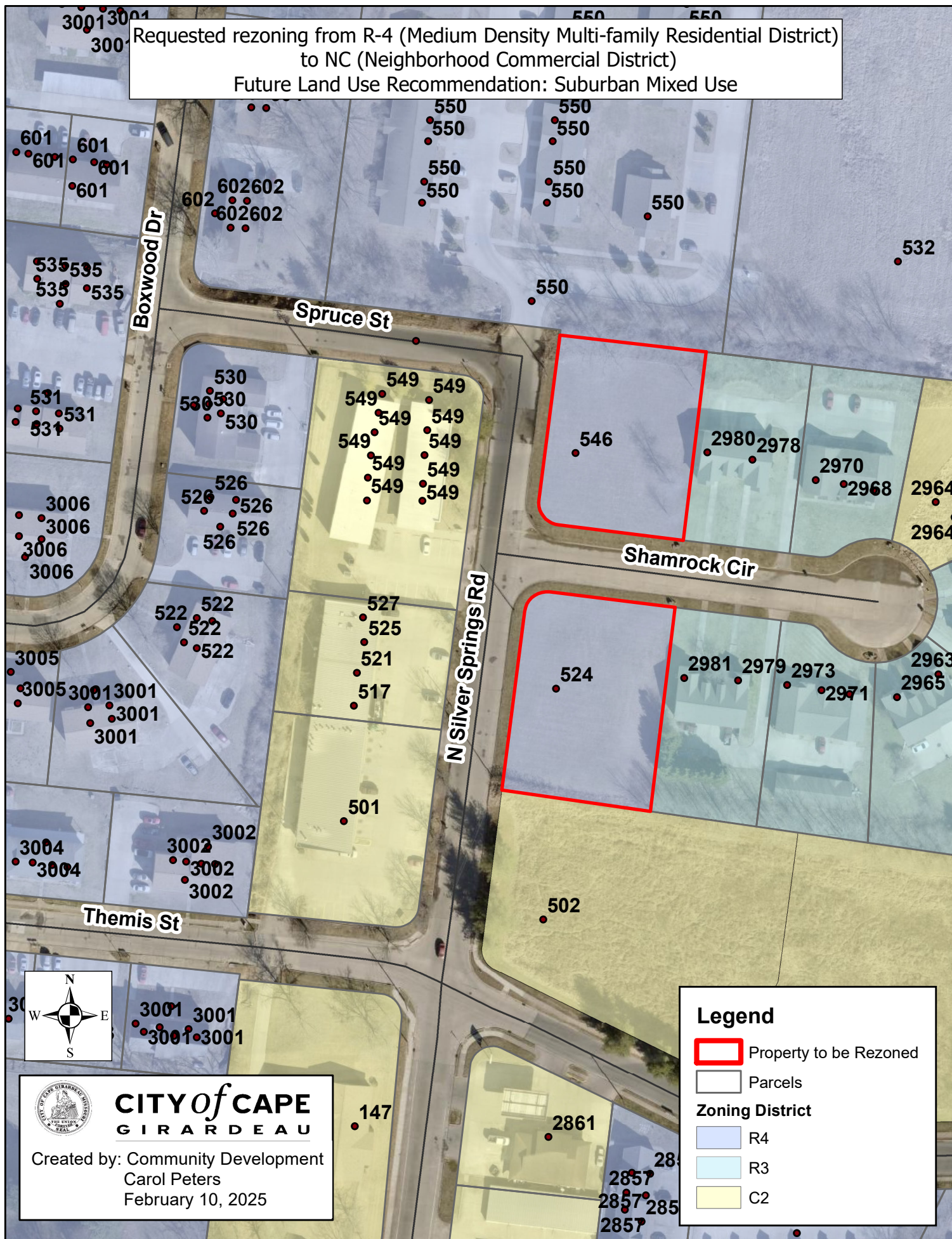
Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25  
Ordinance 1<sup>st</sup> Reading 4-7-25 Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

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

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

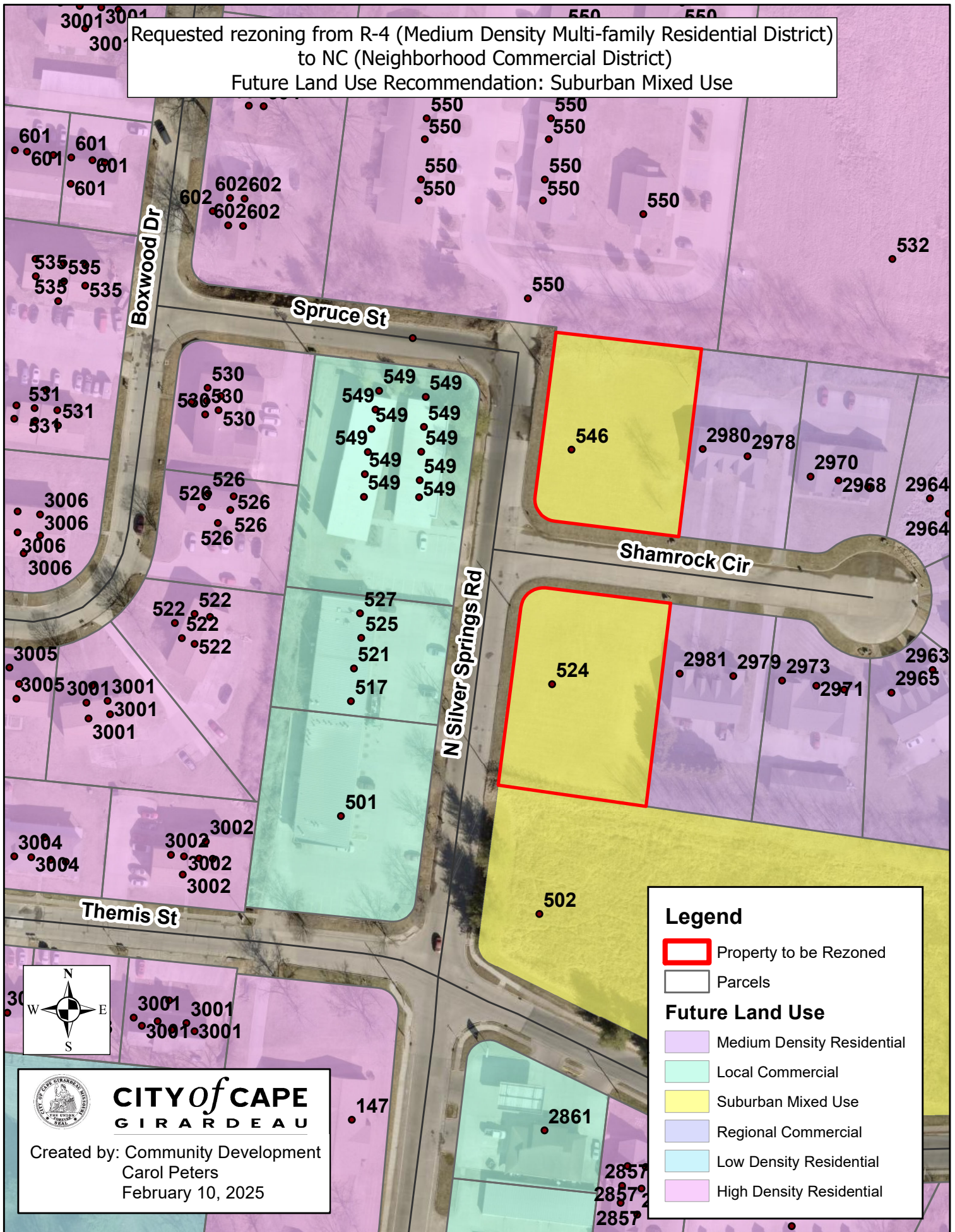


# Rezoning Request - 524 & 546 North Silver Springs Road





# Rezoning Request - 524 & 546 North Silver Springs Road







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

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

**Property Address/Location**

524 & 546 North Silver Springs Road

<b>Applicant</b> Armando Sanchez		<b>Property Owner of Record</b> Monarm, LLC		<input type="checkbox"/> Same as Applicant			
Mailing Address 3401 Glenview Drive		City, State, Zip Cape Girardeau MO 63701		Mailing Address 3401 Glenview Drive		City, State, Zip Cape Girardeau MO 63701	
Telephone (573) 576-2359		Email		Telephone (573) 576-2359		Email	
Contact Person				(Attach additional owners information, if necessary)			
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both				<b>Proposed Special Use (Special Use Permit requests only)</b>			
<b>Existing Zoning District</b> R-4, Medium Density Multi-Family Residential District				<b>Proposed Zoning District (Rezoning requests only)</b> NC, Neighborhood Commercial District			

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

All of Lots 1 and 2 of Crites Tenth Addition as recorded in Plat Book 20 at Page 94 of the County land records, in the City and County of Cape Girardeau, State of Missouri

**Describe the proposed use of the property.**

BUILDINGS WITH COMMERCIAL ON GROUND FLOOR AND RESIDENTIAL ABOVE AND/OR BEHIND

Application continues on next page

OFFICE USE ONLY

Date Received & By 02/10/2025 File # 1478 MUNIS Application # 16192 MUNIS Permit # \_\_\_\_\_  
Application Fee Received \$ \_\_\_\_\_ ☐ Check # \_\_\_\_\_ ☒ Credit Card ☐ Cash  
Planning & Zoning Commission Recommendation \_\_\_\_\_ Date \_\_\_\_\_ City Council Final Action \_\_\_\_\_ Date \_\_\_\_\_

---

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

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

- 1) The proposed special use will not substantially increase traffic hazards or congestion.
- 2) The proposed special use will not substantially increase fire hazards.
- 3) The proposed special use will not adversely affect the character of the neighborhood.
- 4) The proposed special use will not adversely affect the general welfare of the community.
- 5) The proposed special use will not overtax public utilities.

---

**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more  
information.

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

- ☒ Base Application fee - \$148.00 payable to City of Cape Girardeau
  - ☐ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
  - ☒ List of adjacent property owners (*see Instructions for requirements*)
  - ☒ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR  
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
  - ☐ One (1) full size copy of a plat or survey of the property, if available
  - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc.  
(Planned Development rezonings and Special Use Permits only)
  - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
- 

**CERTIFICATIONS**

The undersigned hereby certifies that:

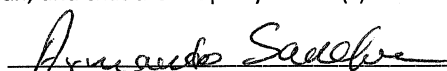
- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless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

\_\_\_\_\_  
Property Owner of Record Signature and Printed Name

\_\_\_\_\_  
Date

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

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

  
Applicant Signature and Printed Name

2-10-25  
Date

# CITY OF CAPE GIRARDEAU

## REZONING / SPECIAL USE PERMIT APPLICATION

### INSTRUCTIONS

Due to the complex nature of zoning, it is strongly recommended that an applicant discuss their request with City staff prior to submitting an application for a rezoning or a special use permit. To speak with a staff member, contact:

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

Applicants should also discuss their request with adjacent property owners, tenants, and other parties that may be affected should the request be approved.

A list of the adjacent property owners must be submitted as part of the application. "Adjacent property" means a property that is next to, or across a street or alley from, the property for which the rezoning or special use permit is being requested, including diagonal orientation. To obtain property owner information, contact Cape Girardeau County Mapping and Appraisal at (573) 243-3123 or visit the County's website at [www.capecounty.us](http://www.capecounty.us). The list must contain the name, property address, mailing address, city, state, and ZIP code for each adjacent property owner, per the following examples:

Property Owner Name	Property Address	Mailing Address	City	State	Zip Code
<i>Ex. John and Jane Doe</i>	<i>900 North Main Street</i>	<i>900 North Main Street</i>	<i>Cape Girardeau</i>	<i>MO</i>	<i>63701</i>
<i>Ex. ZZZ Development, LLC</i>	<i>910 North Main Street</i>	<i>100 Natural Bridge Avenue, Suite A</i>	<i>St. Louis</i>	<i>MO</i>	<i>63107</i>

In addition to the list, a set of plain, white, business size mailing envelopes addressed to the adjacent property owners (each with a first class U.S. postage stamp) must be submitted. Do not include a return address; City staff will add the Planning Services Division's return address to each envelope prior to mailing the public hearing notice. In lieu of submitting stamped addressed envelopes, the applicant may choose to pay an additional \$2.85 per adjacent property owner for the required envelopes.

For requests to rezone a property to PD (Planned Development District), refer to Section 30-341 of the City's Code of Ordinances for additional submission requirements.

Rezoning and special use permit requests are reviewed by the Planning and Zoning Commission. The application deadline is four (4) weeks prior to the Planning and Zoning Commission meeting date. The Commission meets monthly on the second Wednesday. Applications must be delivered to the Planning Services Division using the above contact information.

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

Once an application has been deemed complete, it will be placed on the next Planning and Zoning Commission agenda. A notice of the public hearing will be sent to the applicant and the adjacent property owners. In addition, a sign containing information about the public hearing will be posted on the property.

The Planning and Zoning Commission will hold a public hearing on the request. The applicant, property owner(s) of record, or their representative must appear at the hearing and present the request to the Commission. If no one appears, then the Commission may table (postpone) the request.

If the Planning and Zoning Commission recommends approval of the request, then a public hearing before the City Council will be scheduled. A notice of the public hearing will be advertised in the newspaper. An ordinance approving the request will be prepared for consideration by the Council (if a request involves both a rezoning and a special use permit, then two separate ordinances are prepared).

If the Planning and Zoning Commission recommends denial of the request, then the application will be forwarded to the City Council at its next meeting. The Council may deny the request and file the application, or set a public hearing on the request. If the

application is filed, then a letter will be sent to the applicant notifying them of the filing and their right to ask for a public hearing within ten (10) days. If the applicant fails to ask for a public hearing within the ten (10) day period, the request will be denied. Rezoning and special use permit requests are approved by ordinance and must receive approval of the first reading at one meeting and approval of the second and third readings at the next meeting. A mandatory ten (10) day waiting period applies to all ordinances approved by the City Council. After the waiting period has passed, the ordinance will take effect. For special use permit requests, a special use permit will be executed by the City Manager, after which City staff will submit it to the Cape Girardeau County Recorder of Deeds Office for recording. Staff will deliver a copy of the recorded special use permit to the applicant. A special use permit becomes null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted.

For questions, please contact the Planning Services Division at (573) 339-6327 or [cityplanning@cityofcape.org](mailto:cityplanning@cityofcape.org).



**Parcel Number:**

15-919-00-07-053.00-0000

**Deed Holder:**

CAPE GIRARDEAU PROPERTIES IV LP

**Property Address:**

550 SILVER SPRINGS RD APT  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

PO BOX 68  
CLARKTON, MO 63837-0000 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

6.1600

**Legal Description:**

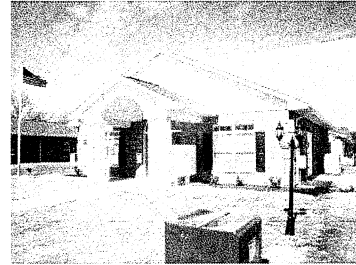
PT OL 79 & 82 SUR 2199 (PHASE 1) 2014-09434  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**

[PROPERTY REPORT \(PDF FILE\)](#)



**Tax Districts**

**District**

Business  
City  
County  
Enterprise Zone  
Fire  
Library  
Master  
Road/Bridge  
School  
State  
TIF  
Urban Dev  
Water Drainage

**Description**

NONE  
CAPE W/ CITY LIB  
COUNTY  
NONE  
NONE  
CAPE LIBRARY  
CAPE 30-CAPE SCH-31-CITY LIB  
ROAD BRIDGE 31  
CAPE GIRARDEAU #63  
STATE  
NONE  
NONE  
NONE


**Parcel Number:**

15-919-00-07-052.00-0000

**Deed Holder:**

SIMMONS LESLIE A

**Property Address:**

2978 SHAMROCK CIR DUP  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

2128 WILLIAM ST PMB 11  
CPE GIRARDEAU, MO 63703-5847 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

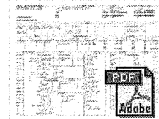
0.0000

**Legal Description:**

LOT 1 CRITES ELEVENTH ADDN AMENDED 21/001  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE



**Parcel Number:**

15-919-00-07-046.00-0000

**Deed Holder:**

TOLLIVER ROGER L & KAY S TRUST DTD

**Property Address:**

2979 SHAMROCK CIR DUP  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

590 WINDWOOD LAKE DR  
CAPE GIRARDEAU, MO 63701-0000 USA

**Location:**

URBAN

**Class:**

RESIDENTIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0499

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOT 7 CRITES ELEVENTH ADDN AMENDED 21/001  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**

[PROPERTY REPORT \(PDF FILE\)](#)



**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE




**Parcel Number:**

15-919-00-07-046.01-0000

**Deed Holder:**

G &amp; RM PROPERTIES LLC

**Property Address:**

502 N SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

510 PHOENIX TRL  
JACKSON, MO 63755-8837 USA

**Location:**

URBAN

**Class:**

AG LAND

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0500

**Sec-Twp-Rng:**

036-031-013

**Lot-Block:**

-

**Deeded Acres:**

2.3600

**Legal Description:**

LOTS 1 & 2 THEMIS STREET SUBD 2024-02649  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE


**Parcel Number:**

15-918-00-12-020.00-0000

**Deed Holder:**

SPEEDWASH AMERICA LLC

**Property Address:**

501 N SILVER SPRINGS RD  
CPE GIRARDEAU, MO 63701-5001

**Mailing Address:**

81100 US HWY 62  
CUNNINGHAM , KY 42035-0000 USA

**Location:**

URBAN

**Class:**

COMMERCIAL

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**

NOT APPLICABLE

**Subdivision:**

0000

**Sec-Twp-Rng:**

035-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOTS 1 & 2 CRITES NINTH ADDN 17/91  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**

NOT APPLICABLE

**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**

District	Description
Business	NONE
City	CAPE W/ CITY LIB
County	COUNTY
Enterprise Zone	NONE
Fire	NONE
Library	CAPE LIBRARY
Master	CAPE 30-CAPE SCH-31-CITY LIB
Road/Bridge	ROAD BRIDGE 31
School	CAPE GIRARDEAU #63
State	STATE


**Parcel Number:**

15-918-00-12-022.00-0000

**Deed Holder:**

BOEHME-HINNI APARTMENTS INC

**Property Address:**

549 N SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63701-0000

**Mailing Address:**

402 S SILVER SPRINGS RD  
CAPE GIRARDEAU, MO 63703-0000 USA

**Location:**

URBAN

**Class:**

EXEMPT

**Map Area:**

NONE

**Tax District:**

CAPE 30-CAPE SCH-31-CITY LIB

**Zoning:**
**Subdivision:**

0000

**Sec-Twp-Rng:**

035-031-013

**Lot-Block:**

-

**Deeded Acres:**

0.0000

**Legal Description:**

LOT 3 CRITES NINTH ADDN 17/91  
(NOT TO BE USED ON LEGAL DOCUMENTS)

**Land Use:**
**Property Report:**
[PROPERTY REPORT \(PDF FILE\)](#)


**No image  
to display**

**Tax Districts**
**District**

Business  
City  
County  
Enterprise Zone  
Fire  
Library  
Master  
Road/Bridge  
School  
State  
TIF

**Description**

NONE  
CAPE W/ CITY LIB  
COUNTY  
NONE  
NONE  
CAPE LIBRARY  
CAPE 30-CAPE SCH-31-CITY LIB  
ROAD BRIDGE 31  
CAPE GIRARDEAU #63  
STATE  
NONE

Sec. 30-60. - R-4, Medium Density Multifamily Residential District.

(a) *Purpose.* The R-4 district provides for multifamily dwellings and other residential uses with a maximum density of 18 units per one acre. Single-family detached and two-family (duplex) dwellings are permitted in order to accommodate existing R-4 zoned lots that either contain such uses or are not large enough to be developed for multifamily dwellings. It is not intended for new single-family detached or two-family subdivisions, which are prohibited.

(b) *Permitted principal uses.*

- (1) Single-family detached dwellings, with only one dwelling per lot, and excluding new single-family detached subdivisions.
- (2) Two-family (duplex) dwellings, excluding new two-family subdivisions.
- (3) Multifamily dwellings.
- (4) Townhouses.
- (5) Cluster subdivisions, as permitted elsewhere in the city Code.
- (6) Nursing homes, senior citizen housing and retirement homes.
- (7) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and/or outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
- (8) Public parks, playgrounds, and recreational facilities.
- (9) Police and fire stations.
- (10) Elementary, middle and secondary schools, and development centers for elementary, middle and secondary school age children with physical, mental or developmental disabilities.
- (11) Commercial day cares.

(c) *Permitted accessory uses.*

- (1) Private garages, carports and accessory structures, as permitted in [section 30-106](#).
- (2) Home occupations, as permitted in [section 30-108](#).
- (3) Solar energy systems, as permitted in [section 30-113](#).
- (4) Short-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).

(d) *Special uses.*

- (1) Bed and breakfasts.
- (2) Boutique hotels. The term "boutique hotel" shall mean an establishment containing a minimum of five and a maximum of 20 rooming units, which is used or advertised as a place where lodging accommodations are supplied for pay to guests for lodging occupancy with rooms having access to the outside through an interior hallway connected to the main lobby of the building, and which may provide additional services such as restaurants, meeting rooms, entertainment and recreational facilities.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Long-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).
- (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (6) Residential treatment facilities.
- (7) Transitional housing.
- (8) Wind energy conversion systems, as permitted in [section 30-113](#).

(e) *Height, area, bulk and setback regulations.*

(1) Maximum height: Five stories not to exceed 60 feet.

(2) Minimum lot area:

a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.

b. All other uses: 3,750 square feet.

(3) Maximum density: 18 units per one acre. Higher densities may be approved with a cluster subdivision, as permitted elsewhere in the city Code.

(4) Minimum lot width:

a. Each townhouse: 20 feet.

b. All other uses: None.

(5) Minimum yard requirements:

a. Front yard:

1. Each townhouse: Ten feet.

2. All other uses: 25 feet.

b. Rear yard:

1. Each townhouse: 20 feet.

2. All other uses: 25 feet.

c. Side yard:

1. Each townhouse: None.

2. All other uses: Five feet.

(6) Maximum building coverage, including accessory buildings: 50 percent of the lot for all uses except townhouses.

(7) Open space requirements: For any multifamily residential uses or nonresidential uses, a minimum of 20 percent of the total lot area shall be devoted to open space, including required yards and bufferyards.

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

(Code 1990, § 30-325; Ord. No. 5012, art. 4, 10-2-2017; Ord. No. 5550, art. 1, 6-20-2022; Ord. No. 5635, art. 1, 4-17-2023)

Sec. 30-64. - NC, Neighborhood Commercial District.

- (a) *Purpose.* The NC district is intended to provide small, convenient retail/commercial services and offices that provide convenience goods or personal service primarily to people residing in adjacent residential areas. This district is designed to accommodate compact, commercial uses in residential neighborhoods at intersections or along major streets, or to function as a transition between more intense commercial uses and neighborhoods. Additional requirements for light, air, building design, open space and landscaping are required to alleviate any adverse impact on surrounding neighborhoods.
- (b) *Permitted principal uses.*
- (1) Commercial day care.
  - (2) Personal service establishments, including, but not limited to, beauty parlors, barber shops, dry cleaning and laundry pick-up, shoe repair, self-service laundromats, express or mailing offices, and hearing aid and eye glass shops.
  - (3) Police and fire stations.
  - (4) Public parks, playgrounds and recreational facilities.
  - (5) Residential uses, provided such uses are located above the first floor or behind nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages.
  - (6) Restaurants and bars, excluding drive-in, pick-up or drive-through facilities.
  - (7) Retail establishments which supply convenience and specialized goods and services, including, but not limited to, groceries, bakery, package liquor, books, candy, dairy products, drugs, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstands, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.
  - (8) Pet grooming, with sales of pet grooming products allowed as an accessory use. The following uses are not accessory to this use and are prohibited: overnight pet stays, the sale or breeding of pets, kennels, veterinarian services, runs and outside facilities.
  - (9) Finance, insurance and real estate services, including, but not limited to, banks, insurance offices and security brokers. Banks and financial institutions may include automatic teller machines and drive-through facilities with a maximum of two teller stations or lanes.
- (c) *Permitted accessory uses.*
- (1) Accessory structures and uses customarily incidental to the above uses, including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-106.
  - (2) Solar energy systems, as permitted in section 30-113.
  - (3) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
- (1) School and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
  - (2) Vehicle fueling station, not including service and repair.
  - (3) The allowance of additional height, not to exceed 35 feet, as long as additional height does not adversely affect the surrounding neighborhood.
  - (4) Wind energy conversion systems, as permitted in section 30-113.
  - (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
  - (6) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.

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

(e) *Standards.*

- (1) A site plan, meeting the requirements of chapter 25 shall be submitted and approved.
- (2) Buildings shall be designed in individual or small groupings and shall not exceed 16,000 square feet per structure with a maximum footprint of 10,000 square feet, nor exceed two stories in height, except as provided with a special use permit. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.
- (3) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
- (4) All activities and permitted uses except off-street parking and loading facilities, drive-through facilities, public parks and playgrounds, day care activities, outdoor eating and drinking facilities and outdoor music, shall be conducted entirely within a completely enclosed building.
- (5) Utilitarian areas such as loading docks, mechanical equipment, storage areas and dumpsters shall be located at the rear of the building and properly screened as required in chapter 25.
- (6) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as arterials, or collectors.
- (7) All structures in a NC district shall be constructed using materials, surfaces, textures, and colors that are compatible with the surrounding development. Design review shall be performed as part of the site plan review required in chapter 25.
- (8) Lighting shall be designed to be directed away from any adjacent residential area and in accordance with chapter 25.

(f) *Height, area, bulk and setback requirements.*

- (1) Maximum height: Two stories not to exceed 25 feet.
- (2) Minimum lot area: None.
- (3) Maximum density: None.
- (4) Maximum floor area: 16,000 square feet.
- (5) Minimum lot width: None.
- (6) Minimum yard requirements:
  - a. Front yard: 25 feet.
  - b. Rear yard: 20 percent of the lot depth or ten feet, whichever is greater. No more than 25 feet shall be required.
  - c. Side yard: None, except where located adjacent to residential uses, then ten feet.
- (7) Maximum building coverage, including accessory buildings: 35 percent of the lot.

(g) *Open space, landscaping and bufferyard requirements.*

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and bufferyards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, R-2 or R-3 zoning districts. This bufferyard shall comply with the requirements of chapter 25.

(h)



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

(Code 1990, § 30-331; Ord. No. 5012, art. 5, 10-2-2017)

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**Staff:** Jake Garrard, City Engineer  
**Agenda:** 4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

An Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau.

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**EXECUTIVE SUMMARY**

The attached Ordinance authorizes City staff to acquire an easement from a property owner for the Cape LaCroix Trail Repair Project.

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**BACKGROUND/DISCUSSION**

In 2023, the City of Cape Girardeau applied for and was subsequently awarded a MoDOT Transportation Alternatives Program grant administered through the Missouri Department of Transportation.

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**FINANCIAL IMPACT**

The Federal cost share for this project will be eighty (80) percent not to exceed \$480,680.80. Any costs for the improvements which exceed this amount will be the responsibility of the City. The City will fund its cost portion from PRS 2 Funds.



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**STAFF RECOMMENDATION**

Staff recommends approval of the ordinance authorizing the acquisition of property for the Cape LaCroix Trail Repair Grant Project, in the City of Cape Girardeau, Missouri.

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**ATTACHMENTS:**

Name:	Description:
 <a href="#">25-37_Prop_Acquisition_TCE_Trail_Repair.docx</a>	Ordinance
 <a href="#">LaCroix_Exhibit.pdf</a>	Location Map

BILL NO. 25-37

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

AN ORDINANCE AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FROM PROPERTY OWNERS FOR THE CAPE LACROIX TRAIL REPAIR PROJECT, 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 Staff is authorized to acquire Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project. The City staff is hereby authorized to accept offers of donation of property needed, make appropriate offers of purchase to the owners of the properties based on values provided by professional appraisers; to negotiate with the property owners in an effort to reach agreement for the purchase of the properties needed and if the negotiations fail, then to proceed to acquire the needed properties through the exercise of the City's powers of Eminent Domain. 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. All of the above actions heretofore taken by City Staff relating to this Project are hereby authorized and ratified by the City Council.

ARTICLE 2. The Council of the City of Cape Girardeau, Missouri hereby finds and declares that the acquisition of Temporary Construction Easements and Permanent Easements from property owners as described in Exhibit A, attached and incorporated herein, is for a public use and that such acquisition is within the scope of the authority or power of the City of Cape Girardeau, Missouri, and that the acquisition of the properties is reasonable and necessary for public use in order to provide for the completion of the Cape LaCroix Trail Repair Project, in 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



\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk

**GRAPHIC SCALE**

0' 400' 800'

**BEGIN TRAIL WIDENING PROJECT**

**END TRAIL WIDENING PROJECT**

**CAPE LA CROIX TRAIL - OVERALL PROJECT MAP**

**BLOOMFIELD RD. TO SHAWNEE PARK PEDESTRIAN BRIDGE**

GOOD HOPE ST.  
BLOOMFIELD RD.  
SPRING AVE.  
MONTGOMERY ST.  
BRINK AVE.  
HENRY ST.  
Koch Ave.  
HERMAN ST.  
COLLEGE ST.  
MINNESOTA AVE.  
U.S. HIGHWAY 63 (KANSAS HIGHWAY)  
COMMERCIAL ST.  
WALNUT ST.  
LOCUST ST.  
MO STATE HWY 74 (SHAWNEE PARKWAY)  
RUST AVE.  
WILSON RD.  
SHAWNEE PARK

CAPE LA CROIX CREEK  
CAPE LA CROIX TRAIL  
APPROXIMATE LIMITS OF MODOT ROW  
APPROXIMATE LIMITS OF MODOT ROW

4

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**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/7/2025

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

An Ordinance authorizing the Mayor to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

The attached ordinance conveys a parcel along Hopper Road in the City of Cape Girardeau to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017.

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**BACKGROUND/DISCUSSION**

The City of Cape Girardeau owns a piece of land along Hopper Rd acquired during the Hopper Road Phase 1 Extension project of 2008. The neighbor bordering the property inquired with the City about purchasing the land. The City of Cape Girardeau advertised for sale a parcel of City owned property along Hopper Rd, being PIN: 15-913-00-01-056.00-0000. The advertisement was published in the Southeast Missourian newspaper on January 21, 2025. Bids were accepted through February 21, 2025 with an invitation for the public to send bids for purchase of the parcel. Only one bid was received and thus was awarded the right to purchase the parcel.

Upon completion of the purchase, Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating 2 Utility Easements to the City of Cape Girardeau for access to install, maintain, and/or repair utilities. Additionally, the City will be vacating interest in an existing easement at the current westernmost property line of 3556 Pheasant Cove Drive. This is an erroneous, unnecessary easement along the old property line that will be cutting right through the middle of the back yard of the new, combined lots after the sale.

---

**FINANCIAL IMPACT**

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 is paying \$ 10,010.99 for 0.78 acres of City owned property.

An independent appraisal was performed on this property. The bid price is above the appraised value. This is a non-buildable parcel and the city no longer needs this parcel. The parcel is connected to the Mogelnicki property.

The necessary 2 Easements will be donated by Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017. Associated recording fees will be paid by the City of Cape Girardeau, Missouri.

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

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Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating and granting 2 Utility Easements over the property they are acquiring. 1 along the Hopper Rd right of way and 1 along the far western side of the property being acquired. There are not current plans for expansion of utilities in these 2 locations. They just set the property up for future needs for the extension of the sewer and water systems.

## **STAFF RECOMMENDATION**

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Staff recommends approval of the ordinance authorizing the Mayor to execute a Special Warranty Deed to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for a parcel located at Hopper Road in the City of Cape Girardeau, Missouri.

<b><u>ATTACHMENTS:</u></b>	
Name:	Description:
<a href="#">25-38_SW_D_Mogelnicki_3556_Pheasant_Cove-Hopper.doc</a>	Ordinance
<a href="#">GOOD_EXHIBIT_Property_to_Sell_Hopper_Rd_City_Parcel.pdf</a>	Exhibit
<a href="#">SWD - Parcel_at_Hopper_Rd_behind_3556_Pheasant_Cove.pdf</a>	Special Warranty Deed

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO THE TRUSTEES OF THE MOGELNICKI FAMILY REVOCABLE TRUST DATED DECEMBER 27, 2017, FOR PROPERTY ADJACENT TO 3556 PHEASANT COVE DRIVE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. The Mayor, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017, for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri, more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot No. 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43, said point being on the North line of Lot 76 of said subdivision; Thence along said North line, N 83° 53' 53" W, 60.00 feet to a point on the East line of a tract of land as recorded in the land records of the County Recorder's Office in Book No. 973 at Page 751; Thence along the East line of said tract, N 34° 27' 00" W, 214.77 feet to the Northeast corner of said tract; Thence N 34° 27' 00" W, 2.07 feet to the beginning of a non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet; Thence S 36° 16' 34" W, 227.60 feet to the Point of Beginning, containing 0.78 acres more or less. (33,908.70 square feet)



ARTICLE 2. As part of this conveyance, Mogelnicki Family Revocable Trust dated December 27, 2017 will grant to the City the following easements, more particularly described as follows:

ONE (1) TEN (10) FOOT WIDE AND ONE (1) TWENTY FOOT (20) WIDE UTILITY EASEMENT, BOTH BEING FROM A PART OF A TRACT OF LAND MORE SPECIFICALLY DESCRIBED IN DEED BOOK 1044, AT PAGE 119 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI. SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A ten (10) foot wide Utility Easement laying wholly South of and adjacent to the Northern Boundary Line of said deed recorded in Deed Book 1044, at Page 119, said line being the same as the Southern Right of Way Line of Hopper Road, and being the same line with the following courses from said deed: A non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet. Said 10 foot wide easement sides to be prolonged or shortened to match the Western and Eastern Boundary Lines of said tract of land described in Deed Book 1044, at Page 119. Said Easement contains 3,099 square feet more or less.

Also, a twenty (20) foot wide Utility Easement laying wholly East of and adjacent to the Western Boundary Line of said deed recorded in Deed Book 1044, at Page 119 and being the same line with a bearing and distance of N 34° 27' 00" W, 216.84 feet which runs between the Northwest Corner of Lot 76 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 and the Southern Right of Way Line of Hopper Road as now existing. Said 20 foot wide easement sides to be prolonged or shortened to match the Southern Right of Way Line of Hopper Road and the Northern Lot Line of said Lot 76. Said Easement contains 4,374 square feet more or less.

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

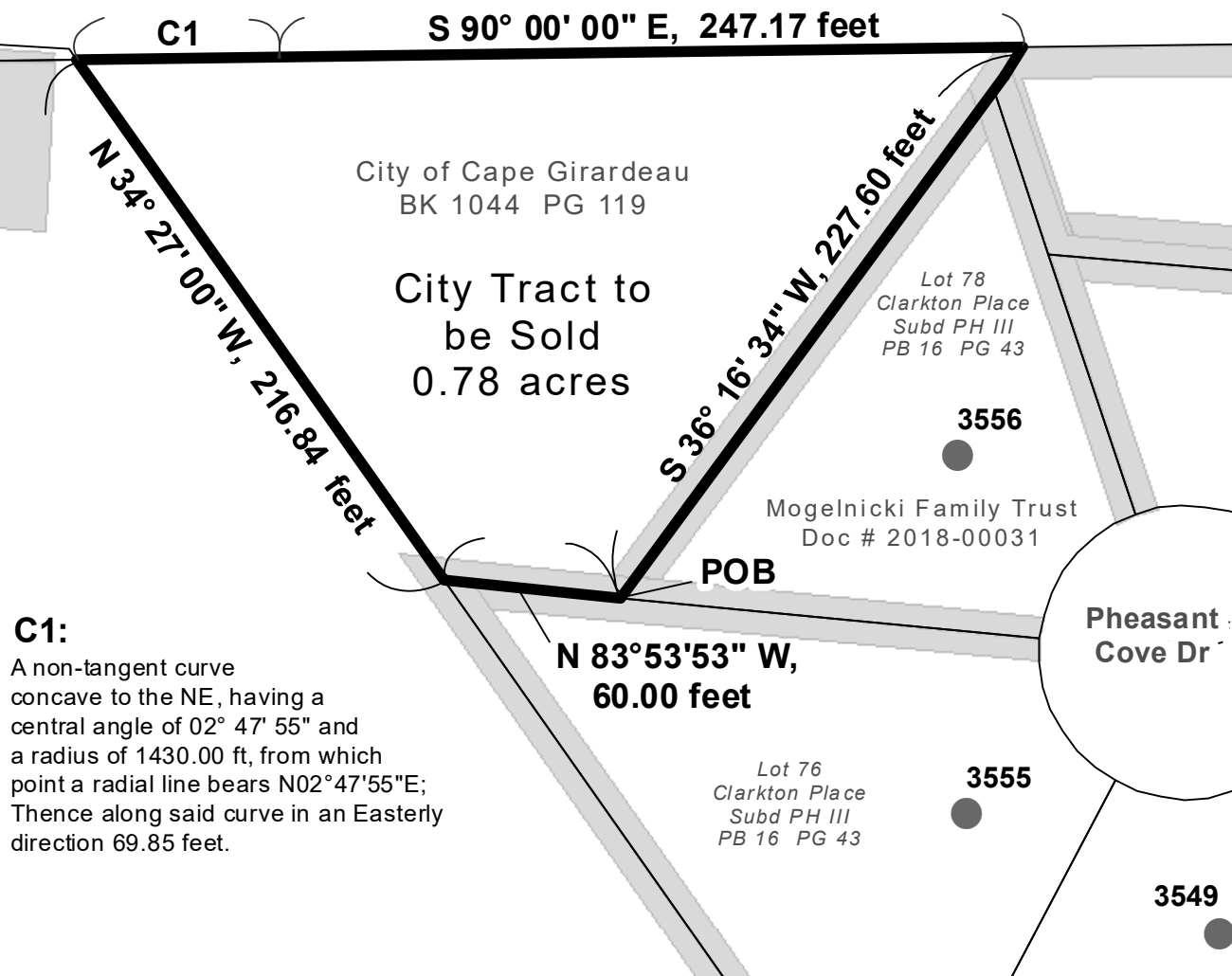




**CITY of CAPE**  
GIRARDEAU

## Sale of City Owned Property

**Hopper Rd**



### C1:

A non-tangent curve concave to the NE, having a central angle of 02° 47' 55" and a radius of 1430.00 ft, from which point a radial line bears N02°47'55"E; Thence along said curve in an Easterly direction 69.85 feet.



City Tract to be Sold



Existing Easements



Cape City Addresses



Parcel



### LEGEND

0 50 100 Feet 1:742

Date: 2/28/2025

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.

## **SPECIAL WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS: That the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation organized and existing under the laws of the State of Missouri, of the County of Cape Girardeau in the State of Missouri, **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by **Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017**, of the County of Cape Girardeau in the State of Missouri, **GRANTEE**, mailing address of the Grantee is: 3556 Pheasant Cove Drive, Cape Girardeau, Missouri 63701, the receipt whereof is hereby acknowledged, and by virtue and pursuance of an ORDINANCE OF THE CITY COUNCIL OF SAID CITY, does by these presents, SELL AND CONVEY unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land, lying and being situate in the City and County of Cape Girardeau and State of Missouri, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot No. 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43, said point being on the North line of Lot 76 of said subdivision; Thence along said North line, N 83° 53' 53" W, 60.00 feet to a point on the East line of a tract of land as recorded in the land records of the County Recorder's Office in Book No. 973 at Page 751; Thence along the East line of said tract, N 34° 27' 00" W, 214.77 feet to the Northeast corner of said tract; Thence N 34° 27' 00" W, 2.07 feet to the beginning of a non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet; Thence S 36° 16' 34" W, 227.60 feet to the Point of Beginning, containing 0.78 acres more or less. (33,908.70 square feet)

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the Grantee, and unto its successors and assigns, FOREVER, the Grantor hereby covenanting that the above-described premises are free and clear of all encumbrances done or suffered by the Grantor, and that it will Warrant and Defend the title to the said premises unto the Grantee and its successors and assigns, FOREVER, against the lawful claims of all persons claiming through the Grantor.



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**Staff:** Traci Weissmueller, Deputy City  
**Agenda:** Clerk  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

Appointment of three members to the Historic Preservation Commission for terms expiring April 16, 2028.

**EXECUTIVE SUMMARY**

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Ryan Lane has served on the Historic Preservation Commission since 2020. This term is set to expire April 16, 2025. Mr. Lane expressed interest in re-appointment.

Denise Lincoln has served on the Historic Preservation Commission since 2023. This term is set to expire April 16, 2025. Ms. Lincoln expressed interest in re-appointment.

Meghan Tyson has served on the Historic Preservation Commission since 2023. This term is set to expire April 16, 2025. Ms. Tyson expressed interest in re-appointment.

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

<b>FULL NAME</b>	<b>WARD</b>	<b>CITIZENS ACADEMY GRAD</b>
Brock Freeman	2	NO
Holly Godwin	5	NO
C. Donald Harris	5	NO
Ryan Lane**	4	NO
Denise Lincoln**	1	NO
Meghan Tyson**	4	NO
Lindsay Parker	5	NO
Lloyd Williams	6	NO

\*\*Incumbent

## BACKGROUND/DISCUSSION

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

## FINANCIAL IMPACT

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## STAFF RECOMMENDATION

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It is recommended that three appointments be made to the Historic Preservation Commission for terms expiring April 16, 2028.

## BOARD OR COMMISSION RECOMMENDATION

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The Historic Preservation Commission recommends Ryan Lane, Denise Lincoln and Meghan Tyson be reappointed for terms expiring April 16, 2028.

<b>ATTACHMENTS:</b>	
Name:	Description:
<input type="checkbox"/> <a href="#">hpc_roster.pdf</a>	HPC Roster
<input type="checkbox"/> <a href="#">ADVISORY BOARD ATTENDANCE.pdf</a>	HPC Attendance



# HISTORIC PRESERVATION COMMISSION

## 2/18/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Atkins, Carl David	1	4/3/2023	4/16/2026
Balsmann, Brian	1	4/1/2024	4/16/2027
	P	11/7/2022	4/16/2024
Glaser, Kirstin	1	4/1/2024	4/16/2027
	P	9/6/2022	4/16/2024
Kinsley, Felix (honorary)	n/a	6/6/2005	N/A
Lane, Ryan	1	4/4/2022	4/16/2025
	P	12/7/2020	4/16/2022
Lincoln, Denise	P	4/3/2023	4/16/2025
Modrow, Aaron	1	6/5/2023	4/16/2026
Sides, Phyllis	2	4/1/2024	4/16/2027
	1	4/5/2021	4/16/2024
	P	4/20/2020	4/16/2021
Smith, Mary Kay	1	4/3/2023	4/16/2026
	P	2/21/2023	4/16/2023
Tyson, Meghan	P	8/7/2023	4/16/2025

**P = Partial Term**

**DESCRIPTION:** Administers the City's Historic Preservation program and advises the Planning and Zoning Commission and City Council on matters relating to Historic Preservation. Accepts and reviews applications for designation of local historic landmarks and historic districts. Recommends designation to Planning and Zoning Commission and City Council. Accepts and reviews applications for nomination to the National Register of Historic Places. Plans for Historic Preservation in the community. Educates community on historic preservation. Commission members should have a demonstrated interest in historic preservation. To the extent available, the commission shall include professional members representing such disciplines as architecture, law, real estate, history and or any other field related to historic preservation. Appointed by Council. [Ord. 3841, 8/20/07, members reduced from 11 to 9]

**TYPE OF BOARD:** Advisory/Administrative

**NUMBER OF MEMBERS:** 9

**MEETING TIME:** Monthly, Third Wednesday at 5:30 p.m. in the Council Chambers

**TERM LIMIT:** 2 Full Term Limits (3-Year Terms)

**RESIDENCY:** City of Cape Girardeau

**STAFF LIAISON:** Ryan Shrimplin, City Planner (Coordinator: Carol Peters)

**COUNCIL LIAISON:**

# HISTORIC PRESERVATION COMMISSION - ATTENDANCE RECORDS

**Meeting Time:** Monthly, Third Wednesday at 5:30 p.m. in the Council Chambers

**Ordinance Effective:** 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
	15	26	19	16	21	18	16	20	17	15	19	17				
Atkins, Carl David	A	SMp														
Balsmann, Brian	P	SMA														
Glaser, Kirstin	A	SMp														
Kinsley, Felix (honorary)	P	SMp														
Lane, Ryan	P	SMA														
Lincoln, Denise	P	SMp														
Modrow, Aaron	P	SMA														
Sides, Phyllis	P	SMp														
Smith, Mary Kay	P	SMp														
Tyson, Meghan	P	SMp														
<b>AGENDA RCVD</b>	x	x														
<b>MINUTES RCVD</b>	x	x														

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
	17	21	20	17	15	18	17	21	18	16	20	18				
Atkins, Carl David	P	P	A	P	P	SMp	P	NM	NM	P	P	NM				
Balsmann, Brian	P	P	P	A	P	SMp	P	NM	NM	P	P	NM				
Glaser, Kirstin	P	P	P	P	P	SMp	P	NM	NM	P	P	NM				
Kinsley, Felix (honorary)	P	P	P	P	P	SMp	P	NM	NM	P	P	NM				
Lane, Ryan	P	A	P	P	P	SMp	P	NM	NM	P	P	NM				
Lincoln, Denise	P	P	P	P	P	SMp	P	NM	NM	A	P	NM				
Modrow, Aaron	P	A	P	A	P	SMp	A	NM	NM	P	P	NM	7/25/2024			
Sides, Phyllis	P	P	P	P	A	SMp	P	NM	NM	P	P	NM				
Smith, Mary Kay	P	P	P	P	P	SMp	P	NM	NM	P	P	NM				
Tyson, Meghan	A	P	P	P	A	SMA	A	NM	NM	P	P	NM	7/25/2024			
<b>AGENDA RCVD</b>	x	x	x	x	x	x	x	NM	x	x	x	NM				
<b>MINUTES RCVD</b>	x	x	x	x	x	x	x	NM	NM	x	x	NM				

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMp = Special Meeting Present

SMA = Special Meeting Absent

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**Staff:** Traci Weissmueller, Deputy City  
**Agenda:** Clerk  
4/7/2025

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

Appointment of three members for terms expiring April 12, 2029, to the Town Plaza Community Improvement District Board of Directors.

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**EXECUTIVE SUMMARY**

Linda AuBuchon of the law firm Armstrong Teasdale in St. Louis, Missouri, who represents the Town Plaza CID, requests the re-appointments of R. Scott Blank, Jeffrey Campbell and Lindell Runnels. Their terms expire April 12, 2025.

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**BACKGROUND/DISCUSSION**

On April 2, 2007, the City Council adopted Ordinance No. 3804 establishing the Town Plaza Community District and appointing five individuals to the initial Board of Directors for staggering terms. Pursuant to the governing documents of the Community Improvement District, members of the Board of Directors of the District are appointed by the Mayor with the consent of the City Council. Members serve four-year terms.

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**STAFF RECOMMENDATION**

It is recommended that three appointments to the Town Plaza CID be made for terms expiring April 12, 2029.

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**BOARD OR COMMISSION RECOMMENDATION**

The Town Plaza CID recommends that R. Scott Blank, Jeffrey Campbell and Lindell Runnels be reappointed to the CID for terms expiring April 12, 2029.

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**ATTACHMENTS:**

Name:	Description:
<a href="#">Town_Plaza_Roster.pdf</a>	Town Plaza CID Roster
<a href="#">RE_Town_Plaza_CID_Board_Appointments_[IMAN-IDOCS.14269.5.FID16844].pdf</a>	Town Plaza CID Letter

# Town Plaza Community Improvement District

## 2/18/2025 ROSTER

NAME	APPOINTED	TERM EXPIRES
Blank, R. Scott	4/5/2021	4/12/2025
	6/5/2017	4/12/2021
	9/14/2015	4/12/2017
Campbell, Jeffrey	4/19/2021	4/12/2025
	5/21/2018	4/12/2021
Campbell, Paul B. "Scott"	1/23/2023	4/12/2027
	4/1/2019	4/12/2023
	9/14/2015	4/12/2019
	3/17/2014	
	3/21/2011	4/2/2014
	4/2/2007	
Ford, Jack (President)	1/23/2023	4/12/2027
	3/4/2019	
Runnels, Lindell	3/6/2023	4/12/2025

**DESCRIPTION:** Appointed by Mayor with consent of City Council. Board of Directors shall be composed of 5 members who will represent the Town Plaza, Inc. in each one's capacity as an owner of real property within the proposed District or operator of a business operating within the proposed District.

**NUMBER OF MEMBERS:** 5

**TERM LIMIT:** 4-Year Terms

**From:** [Linda AuBuchon](#)  
**To:** [Weissmueller, Traci](#)  
**Cc:** [Tari Rader](#)  
**Subject:** RE: Town Plaza CID Board Appointments [IMAN-IDOCS.14269.5.FID16844]  
**Date:** Wednesday, February 5, 2025 11:46:48 AM  
**Attachments:** [image001.jpg](#)

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Traci,

Yes, we would recommend that all be re-appointed to the CID board of directors to terms expiring April 12, 2029. What is the date of the meeting that the City would make these re-appointments?



Armstrong Teasdale LLP  
Linda K. AuBuchon (She/Her)  
FRE Senior Paralegal  
7700 Forsyth Blvd., Suite 1800, St. Louis, Missouri 63105-1847  
MAIN PHONE: 314.621.5070 | MAIN FAX: 314.621.5065  
DIRECT: 314.552.6634 | Extension: 7464  
[laubuchon@atlpl.com](mailto:laubuchon@atlpl.com)  
[www.armstrongteasdale.com](http://www.armstrongteasdale.com)  
*Always exceed expectations through teamwork and excellent client service.*

Please consider the environment before printing this email.

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**From:** Weissmueller, Traci <[tweissmueller@CityofCapeGirardeau.org](mailto:tweissmueller@CityofCapeGirardeau.org)>  
**Sent:** Wednesday, February 5, 2025 11:25 AM  
**To:** Linda AuBuchon <[laubuchon@atlpl.com](mailto:laubuchon@atlpl.com)>  
**Subject:** Town Plaza CID Board Appointments

**CAUTION: EXTERNAL EMAIL**

Hi Linda,

I'm showing that the terms for Scott Blank, Jeffrey Campbell and Lindell Runnels on the Town Plaza CID will expire 4/12/2025.

Do you all recommend that the Cape Girardeau City Council reappoint them?

Thanks

**Traci Weissmueller**

**Deputy City Clerk**

**City of Cape Girardeau**

44 North Lorimier St.

Cape Girardeau, MO 63701

(573) 339-6703

[tweissmueller@cityofcape.org](mailto:tweissmueller@cityofcape.org)

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**Staff:** Traci Weissmueller, Deputy City  
**Agenda:** Clerk  
4/7/2025

**MEMORANDUM**  
Cape Girardeau City Council

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**SUBJECT**

Appointments of three members to the Airport Advisory Board for terms expiring April 30, 2028.

**EXECUTIVE SUMMARY**

Justin Davidson has served on the Airport Advisory Board since 2019. This term is set to expire April 30, 2025. Mr. Davidson is not able to serve again due to term limits.

Richard Knotte has served on the Airport Advisory Board since 2018. This term is set to expire April 30, 2025. Mr. Knotte is not able to serve again due to term limits.

Kent Ward has served on the Airport Advisory Board since 2024. This term is set to expire April 30, 2025. Mr. Ward expressed interest in re-appointment.

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

<b>FULL NAME</b>	<b>WARD</b>	<b>CITIZENS ACADEMY GRAD</b>
Brock Freeman	2	NO
C. Matthew Gadberry	5	NO
Holly Godwin	5	NO
Mitchell Kester	6	NO
Richard Kies	OUTSIDE CITY LIMITS	NO
Jeff Long	OUTSIDE CITY LIMITS	YES
Octavius Moore	2	NO
Taylor Raines	5	NO
John Russell	4	NO
Harry Schilling	3	NO
Jody Underwood	4	NO
Kent Ward**	4	NO

\*\*Incumbent

**BACKGROUND/DISCUSSION**

The Airport Advisory Board reviews Airfield Activity Report and discusses different ways to improve usage of the airport (i.e., passenger boarding aircraft activity) and provides recommendations to airport manager on policy and operations for the airport (i.e., airport leases; airport events and activities; city, state, and federal

















legislation; general and corporate aviation). Appointed by Council. Two members of the airport board may be residents of Cape Girardeau County, Scott County, Bollinger County, or Perry County. The remaining members must be residents of the city.

## GENERAL DIRECTION

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Unless directed otherwise, three appointments to the Airport Advisory Board will appear on a future agenda for your consideration.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#"> <u>ADVISORY_BOARD_ROSTERS.pdf</u></a>	Airport Advisory Board Roster
<a href="#"> <u>ADVISORY_BOARD_ATTENDANCE.pdf</u></a>	Airport Advisory Board Attendance
<a href="#"> <u>Freeman_Brock.06-04-24.pdf</u></a>	Brock Freeman Application
<a href="#"> <u>GADBERRY_C_MATTHEW_02.24.2025.pdf</u></a>	C. Matthew Gadberry Application
<a href="#"> <u>Godwin_Holly.05-13-24.pdf</u></a>	Holly Godwin Application
<a href="#"> <u>Kester_Mitchell.08-14-2024.pdf</u></a>	Mitchell Kester Application
<a href="#"> <u>Kies_Richard.08-23-2024.pdf</u></a>	Richard Kies Application
<a href="#"> <u>Long_Jeff.04-29-24.pdf</u></a>	Jeff Long Application
<a href="#"> <u>Moore_Octavious.09-12-24.pdf</u></a>	Octavius Moore Application
<a href="#"> <u>RAINES_TAYLOR_03.23.2025.pdf</u></a>	Taylor Raines Application
<a href="#"> <u>Russell_MD_John.10-03-24.pdf</u></a>	John Russell Application
<a href="#"> <u>Schilling_Harry.02-22-2024.pdf</u></a>	Harry Schilling Application
<a href="#"> <u>Underwood_Jody.08-14-2024.pdf</u></a>	Jody Underwood Application
<a href="#"> <u>Ward_Kent.08-15-2024.pdf</u></a>	Kent Ward Application

# AIRPORT ADVISORY BOARD

## 3/17/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Boeller, Keith	1	4/17/2023	4/30/2026
Cleair, Beverly	2	4/17/2023	4/30/2026
	1	6/15/2020	4/30/2023
Davidson, Justin	2	5/2/2022	4/30/2025
	1	4/15/2019	4/30/2022
	P	3/4/2019	4/30/2019
Knote, Richard	2	5/2/2022	4/30/2025
	1	4/15/2019	4/30/2022
	P	6/18/2018	4/30/2019
Kopp, Nancy	1	4/15/2024	4/30/2027
Loy, Bruce	1	4/15/2024	4/30/2027
Mehner, Mark	1	4/15/2024	4/30/2027
	P	5/2/2022	4/30/2024
Ward, Kent	P	10/7/2024	4/30/2025
Wasson, Shawn	1	4/17/2023	4/30/2026
	P	9/20/2021	4/30/2023

**P = Partial Term**

**DESCRIPTION:** Reviews Airfield Activity Report and discusses different ways to improve usage of the airport (i.e., passenger boarding aircraft activity). Provides recommendations to airport manager on policy and operations for the airport (i.e., airport leases; airport events and activities; city, state, and federal legislation; general and corporate aviation). Appointed by Council. A council member may serve as liaison.

**NUMBER OF MEMBERS:** 9

**MEETING TIME:** Monthly, Second Tuesday at 11:30 a.m. at the Cape Girardeau Regional Airport Restaurant

**TERM LIMIT:** 2 Full Term Limits (3-Year Terms)

**RESIDENCY:** Two members of the airport board may be residents of Cape Girardeau County, Scott County, Bollinger County, or Perry County. The remaining members must be residents of the city.

**STAFF LIAISON:** JoJo Stuart, Airport Manager (Coordinator: Audrey Lorch)

**COUNCIL LIAISON:** Mark Bliss

# AIRPORT ADVISORY BOARD - ATTENDANCE RECORDS

**Meeting Time:** Monthly, Second Tuesday at 11:30 a.m. at the Cape Girardeau Regional Airport Restaurant

**Ordinance Effective:** 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
	14	11	11	8	13	10	8	12	9	14	11	9				
Boeller, Keith	P	P														
Cleair, Beverly	P	P														
Davidson, Justin	P	P														
Knote, Richard	P	P														
Kopp, Nancy	P	P														
Loy, Bruce	P	P														
Mehner, Mark	P	A											3/5/2025			
Ward, Kent	P	P														
Wasson, Shawn	P	P														
AGENDA RCVD	x	x	x													
MINUTES RCVD	x	x														

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
	9	13	12	11	14	11	23	13	10	8	12	10				
Boeller, Keith	P	NM	A	SMp	P	P	SMp	P	P	P	P	P				
Cleair, Beverly	P	NM	P	SMp	P	P	SMa	P	P	P	P	P				
Davidson, Justin	P	NM	P	SMp	A	P	SMa	P	P	P	P	P	6/6/2024			
Knote, Richard	A	NM	P	SMp	P	P	SMp	P	P	P	P	P				
Kopp, Nancy					P	P	SMp	P	P	P	A	P				
Loy, Bruce					P	P	SMp	P	A	P	P	P				
Marshall, Mike	P	NM	P	SMa												4/30/2024
Mehner, Mark	P	NM	P	SMa	A	P	SMp	A	P	P	P	P	6/6/2024			
Noto, Dr. Quantella	P	NM	P	SMp	P	P										
Uzoaru, Joseph	P	NM	P	SMa												
Ward, Kent										P	P	P				
Wasson, Shawn	P	NM	P	SMp	P	P	SMa	P	P	P	P	P				
AGENDA RCVD	x	x	x	x	x	x	x	x	x	x	x	x				
MINUTES RCVD	x	NM	x	x	x	x	x	x	x	x	x	x				

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMp = Special Meeting Present

SMa = Special Meeting Absent