



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Bob Fox, Mayor
Dan Presson, Ward 1
Shelly Moore, Ward 2
Victor R. Gunn, Ward 3
Robbie Guard, Ward 4
Ryan Essex, Ward 5
Stacy Kinder, Ward 6

City Council Chambers
City Hall
401 Independence Street

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

June 3, 2019
5:00 PM

Invocation

Pastor Ben Porter of Gateway Church in Cape Girardeau

Pledge of Allegiance

Study Session

No action will be taken during the study session

Presentations

- Beautiful Business Property of the Month

Communications/Reports

- City Council
- Staff

Items for Discussion

- Old Town Cape Update – Marla Mills
- Planning and Zoning Commission Report
- 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 Tem. Each speaker is allowed 5 minutes. The timer will buzz at the end of the speaker's time.

- Agenda review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearing

1. A public hearing to consider the proposed annual operating budget for the City of Cape Girardeau, Missouri, for the fiscal year beginning July 1, 2019. (Item 17; BILL NO. 19-87)
2. A public hearing to consider a request to rezone property at 151 South Spanish Street from R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District). (Item 19; BILL NO. 19-89)

Appearances regarding Items Listed on the Agenda

Individuals who wish to make comments regarding items listed on the agenda must first be recognized by the Mayor or Mayor Pro Tem. Each speaker is allowed 5 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.

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.

3. Approval of the May 20, 2019, City Council regular session minutes.
4. BILL NO. 19-65, an Ordinance accepting Four Permanent Sanitary Sewer Easements for Deerfield Off Site, from Drury Southwest, Inc., in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 19-75, an Ordinance appropriating funds for certain grant funded expenditures for the fiscal year ending June 30, 2019. Second and Third Readings.
6. BILL NO. 19-77, an Ordinance authorizing the issuance of a Special Tax Bill for properties located at 2827 & 2829 South Sprigg Street, for the demolition of dangerous buildings under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri. Second and Third Readings.

7. BILL NO. 19-78, an Ordinance amending Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Fences. Second and Third Readings.
8. BILL NO. 19-80, an Ordinance accepting a Temporary Construction Easement from D.L.G., LLC, for 1001 North Kingshighway for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. Second and Third Readings.
9. BILL NO. 19-81, an Ordinance accepting a General Warranty Deed for property located at 1237 Rear North Water Street, in the City of Cape Girardeau, Missouri. Second and Third Readings.
10. BILL NO. 19-82, an Ordinance accepting a Permanent Drainage Easement from DeJoy's of Shoney's, Inc., for 2640 Hopper Road, in the City of Cape Girardeau, Missouri. Second and Third Readings.
11. BILL NO. 19-83, an Ordinance approving the Record Plat of Jones Dunklin Subdivision. Second and Third Readings.
12. BILL NO. 19-84, an Ordinance approving the Record Plat of Collins Mill Subdivision - Phase 3. Second and Third Readings.
13. BILL NO. 19-86, an Ordinance accepting four Permanent Sanitary Sewer and Utility Easements for Kensington Place Phase One, from Drury Properties, Inc., and Drury Southwest, Inc., in the City of Cape Girardeau, Missouri. Second and Third Readings.
14. BILL NO. 19-93, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Southeast Missouri State University, for installation of conduit for security cameras along 350 North Henderson Avenue, in the City of Cape Girardeau, Missouri. Reading and Passage.
15. Accept Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc., for the Bloomfield Road, Phase 5 Project.
16. Acceptance of public improvements to serve Collins Mill Subdivision Phase 2 and Collins Mill Subdivision Phase 3.

Items Removed from Consent Agenda

New Ordinances

17. BILL NO. 19-87 , an Ordinance adopting the annual operating budget for the City of Cape Girardeau, Missouri, for the fiscal year beginning July 1, 2019. First Reading.
18. BILL NO. 19-88 , an Ordinance establishing utility rates for the City of Cape Girardeau, Missouri, by amending Chapter 22 relating to solid waste fees, and Chapter 29 relating to water rates. First Reading.
19. BILL NO. 19-89, 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 151 South Spanish Street, in the City and County of Cape Girardeau, Missouri, from R-4 to CBD. First Reading.
20. BILL NO. 19-90, an Ordinance authorizing the City Manager to execute a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission for Southeast Metropolitan Planning Organization expenses, in the City of Cape Girardeau, Missouri. First Reading.

21. BILL NO. 19-91, an Ordinance accepting four Permanent Utility Easements from SEMO Development, LLC, for the Highlands at Hopper Crossing, in the City of Cape Girardeau, Missouri. First Reading.

22. BILL NO. 19-92, an Ordinance accepting a Permanent Drainage Easement from Terry McDowell and Cynthia McDowell, for 2601 Hopper Road, in the City of Cape Girardeau, Missouri. First Reading.

Appointments

23. Appointments to the Historic Preservation Commission

Other Business

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.

Memos

- Appointment to the Public Library Board of Directors

Advisory Board Minutes

Staff: W. Victor Brownlees, Deputy
Agenda: Finance Director
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Public hearing to receive public input regarding the proposed operating budget for the fiscal year ending June 30, 2020.

EXECUTIVE SUMMARY

The City Charter requires a public hearing regarding the proposed city budget be held each year before the budget is adopted.

BACKGROUND/DISCUSSION

All material items included in this proposed budget have previously been discussed at the Council Retreat. The proposed budget maintains the same property tax levy as the current year. This budget proposes changes to the City's Inspection Service Fee Schedule, changes to various park and recreation fees and increases to water, and solid waste fees. These changes and increases are detailed on pages 386 -390, pages 391 -400, and page 280 and page 288 of the proposed budget, respectively. The property tax levy will be adopted in August after a public hearing has been held.

STAFF RECOMMENDATION

Staff recommends Council conduct a public hearing to receive input regarding the proposed operating budget for the fiscal year ending June 30, 2020. Any desired changes to the budget should be specifically agreed to at this meeting or no later than the June 17, 2019 City Council meeting before the final readings of the budget ordinance.

PUBLIC OUTREACH

The 2019-2020 Proposed Operating Budget is on the City's web page at cityofcape.org/finance. It is also available for review in the City Clerk's office. Notice of the Public Hearing regarding the proposed annual operating budget for the City of Cape Girardeau, Missouri, for the fiscal year beginning July 1, 2019, was published in the May 19, 2019 edition of the Southeast Missourian newspaper.

ATTACHMENTS:

Name:	Description:
No Attachments Available	

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A public hearing to consider a request to rezone property at 151 South Spanish Street from R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District).

EXECUTIVE SUMMARY

A public hearing has been scheduled for June 3, 2019 to consider a request to rezone property at 151 South Spanish Street. An ordinance approving the rezoning is on this agenda as a separate item.

BACKGROUND/DISCUSSION

An application has been submitted to rezone property at 151 South Spanish Street from R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District). The immediately surrounding properties are zoned R-4 (Medium Density Multifamily Residential District) except for the properties to the southeast, which are zoned CBD (Central Business District). This area consists of a mix of residential, commercial, and religious uses. The Comprehensive Plan's Future Land Use and Infrastructure Map shows the subject property as High Density Residential.

A public hearing has been scheduled for June 3, 2019 to consider the rezoning request. An ordinance approving the rezoning is on this agenda as a separate item.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

In considering a rezoning request, both 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 historic home that has been converted to a day spa and salon. The mix of uses in this area and the CBD zoning of the properties to the southeast makes the rezoning request reasonable and in reasonable conformity with the surrounding properties.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on May 8, 2019 and recommended approval of the rezoning request by a vote of 8 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on May 19, 2019. 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:
<input type="checkbox"/> Staff Review-Referral-Action Form.pdf	151 South Spanish Street - Staff RRA Form
<input type="checkbox"/> Map - Zoning - 151 S Spanish.pdf	151 South Spanish Street - Zoning Map
<input type="checkbox"/> Map - FLU - 151 S Spanish.pdf	151 South Spanish Street - FLU Map
<input type="checkbox"/> Application - 151 South Spanish Street Rezoning.pdf	151 South Spanish Street - Application

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. 1384

LOCATION: 151 South Spanish Street

STAFF REVIEW & COMMENTS:

Matthew Stuchlik is requesting to rezone property at 151 South Spanish Street from R-4 (Medium Density Multi-family Residential District) to CBD (Central Business District). SEE STAFF REPORT FOR FURTHER INFORMATION

By Sgt.
City Planner

4/29/19
Date

W. ERIC WINNINSHAM
City Attorney

MAY 1, 2019
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

Molly Mehner
City Manager

5-6-19
Date

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ Public Hearing Date: _____

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

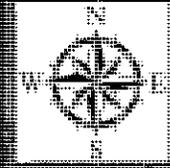
Posting Dates: Sign _____ Newspaper _____ Public Hearing Date: _____
Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

VOTE COUNT: _____ Favor _____ Oppose _____ Abstain

ORDINANCE # _____ Effective Date: _____

Rezoning Request - 151 South Spanish Street

Requested Rezoning:
from R-4 (Medium Density Multi-family Residential District)
to the CBD (Central Business District)
Future Land Use Recommendation: High Density Residential



 **CITY of CAPE GIRARDEAU**
Created by: Development Services
Carol Peters
April 10, 2019

Legend

-  Area to be rezoned
-  Parcels
- Zoning District**
-  R4
-  CBD

Rezoning Request - 151 South Spanish Street

Requested Rezoning:
from R-4 (Medium Density Multi-family Residential District)
to the CBD (Central Business District)
Future Land Use Recommendation: High Density Residential

Marriwether St

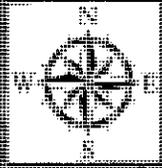
William St

Lumber St

Main St

320
311

312



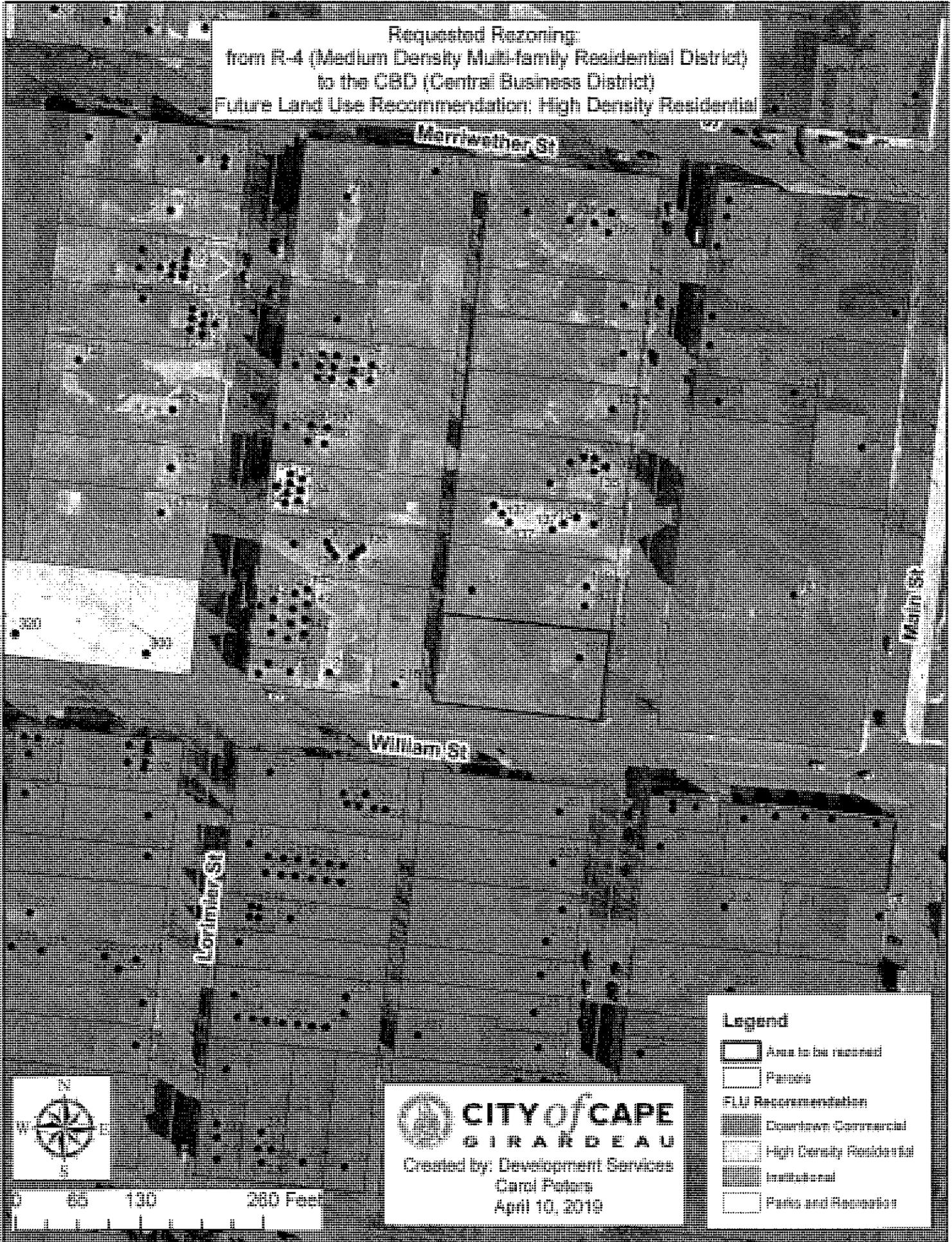
 **CITY of CAPE GIRARDEAU**
Created by: Development Services
Carol Peters
April 10, 2019

Legend

-  Area to be rezoned
-  Parcel
- Zoning District**
-  R4
-  CBD

Rezoning Request - 151 South Spanish Street

Requested Rezoning:
from R-4 (Medium Density Multi-family Residential District)
to the CBD (Central Business District)
Future Land Use Recommendation: High Density Residential



- Legend**
- Area to be rezoned
 - Parks
 - FLU Recommendation
 - Downtown Commercial
 - High Density Residential
 - Institutional
 - Parks and Recreation

CITY OF CAPE GIRARDEAU
Created by: Development Services
Carol Peters
April 10, 2019



Staff: Bruce Taylor, Deputy City Clerk
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the May 20, 2019, City Council regular session session minutes.

ATTACHMENTS:

Name:	Description:
☐ 2019.05.20_RegularsessionMinutes.pdf	Minutes 2019-05-20 regular session

STUDY SESSION – May 20, 2019

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, May 20, 2019, starting at 5:00 p.m. Mayor Bob Fox and Council Members Ryan Essex, Robbie Guard, Victor Gunn, Stacy Kinder, and Dan Presson were present. Shelly Moore was absent.

REGULAR SESSION – May 20, 2019

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, May 20, 2019, at 6:13 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Victor Gunn, Stacy Kinder, and Dan Presson present. Shelly Moore was absent.

ADOPTION OF THE AGENDA

A Motion was made by Robbie Guard, Seconded by Dan Presson to approve and adopt the Agenda.

Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

APPEARANCES

None.

CONSENT AGENDA

Approval of the May 6, 2019, City Council regular session and closed session minutes.

BILL NO. 19-53, an Ordinance accepting two Permanent Sewer and Utility Easements from Drury Properties, Inc., for Deerfield Estates Phase 2, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-54, an Ordinance accepting four Permanent Sewer and Utility Easements for Kensington Place Phase One, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-67, 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 3269 Hopper Road, in the City and County of Cape Girardeau, Missouri, from R-1 to C-1. Second and Third Readings.

BILL NO. 19-68, an Ordinance approving the Record Plat of 1704 David Subdivision. Second and Third Readings.

BILL NO. 19-69, an Ordinance approving the Record Plat of C & T Seib Subdivision. Second and Third Readings.

BILL NO. 19-70, an Ordinance approving the Plat of Right of Way Dedication for an Extension of Walnut Street. Second and Third Readings.

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BILL NO. 19-72, an Ordinance approving the Record Plat of The Estates at Hopper Crossing. Second and Third Readings.

BILL NO. 19-73, an Ordinance authorizing the Mayor to execute a Special Warranty Deed to Rhodes Properties, L.C. , for property along Southern Expressway Right of Way, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-76, a Resolution acknowledging receipt of annexation petitions from various property owners and setting a public hearing regarding the proposed annexations. Reading and Passage.

BILL NO. 19-79, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Collins Mill Development Group, LLC, for Collins Mill Subdivision - Phase 3, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-85, a Resolution authorizing the City Manager to execute an application to the Missouri Department of Economic Development under the 2019 Community Facility Grant on behalf of the Community Caring Council, and to execute all necessary grant program documents. Reading and Passage.

Approval of the Partial Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

Acceptance of public improvements to serve the 2200 Block of Walnut Street.

Acceptance of public improvements to serve Deerfield Estates Phase 1.

Acceptance of public improvements to serve Kensington Place Subdivision.

A Motion was made by Stacy Kinder, Seconded by Robbie Guard to approve and adopt. Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-53 will be Ordinance No. 5177; BILL NO. 19-54 will be Ordinance No. 5178; BILL NO. 19-67 will be Ordinance No. 5179; BILL NO. 19-68 will be Ordinance No. 5180; BILL NO. 19-69 will be Ordinance No. 5181; BILL NO. 19-70 will be Ordinance No. 5182; BILL NO. 19-72 will be Ordinance No. 5183; BILL NO. 19-73 will be Ordinance No. 5184; BILL NO. 19-76 will be Resolution No. 3260; BILL NO. 19-79 will be Resolution No. 3261; and BILL NO. 19-85 will be Resolution No. 3262.

NEW ORDINANCES

BILL NO. 19-65, An Ordinance accepting four Permanent Sanitary Sewer Easements for Deerfield Off Site, from Drury Southwest, Inc., in the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Robbie Guard, Seconded by Ryan Essex to approve. Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-75, an Ordinance appropriating funds for certain grant funded expenditures for the fiscal year ending June 30, 2019. First Reading.

A Motion was made by Robbie Guard, Seconded by Dan Presson to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-77, an Ordinance authorizing the issuance of a Special Tax Bill for properties located at 2827 & 2829 South Sprigg Street, for the demolition of dangerous buildings under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Dan Presson, Seconded by Stacy Kinder to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-78, an Ordinance amending Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Fences. First Reading.

A Motion was made by Robbie Guard, Seconded by Ryan Essex to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-80, an Ordinance accepting a Temporary Construction Easement from D.L.G., LLC, for 1001 North Kingshighway for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Dan Presson, Seconded by Stacy Kinder to approve.
Motion passed. 5-0. Ayes: Essex, Fox, Gunn, Kinder, Presson. Absent: Moore. Abstain: Guard. due to financial conflict interest, because of his employment with MRV Banks.

BILL NO. 19-81, an Ordinance accepting a General Warranty Deed for property located at 1237 Rear N. Water Street, in the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Dan Presson, Seconded by Robbie Guard to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-82, an Ordinance accepting a Permanent Drainage Easement from DeJoy's of Shoney's, Inc., for 2640 Hopper Road, in the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Ryan Essex, Seconded by Robbie Guard to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-83, an Ordinance approving the Record Plat of Jones Dunklin Subdivision. First Reading.

A Motion was made by Ryan Essex, Seconded by Dan Presson to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

BILL NO. 19-84, an Ordinance approving the Record Plat of Collins Mill Subdivision - Phase 3. First Reading.

A Motion was made by Ryan Essex, Seconded by Stacy Kinder to approve.
Motion passed. 5-0. Ayes: Essex, Fox, Gunn, Kinder, Presson. Absent: Moore. Abstain: Guard, due to financial conflict of interest, because of his employment with MRV Banks.

BILL NO. 19-86, an Ordinance accepting four Permanent Sanitary Sewer and Utility Easements

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KK-240

for Kensington Place Phase One, from Drury Properties, Inc., and Drury Southwest, Inc., in the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Robbie Guard, Seconded by Ryan Essex to approve.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

APPOINTMENTS

Appointments to the Board of Appeals.

A Motion was made by Ryan Essex, Seconded by Dan Presson to appoint Robert Blasiney to the Board of Appeals, and to appoint Willie Sandin as an alternate member to the Board of Appeals, for terms expiring June 4, 2024.

Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

Appointments to the Historic Preservation Commission.

A Motion was made by Victor Gunn, Seconded by Robbie Guard to appoint Lauren Clark, Anne Hendrix and Ken Markin to the Historic Preservation Commission, for terms expiring April 16, 2022.

Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

Appointments to the Transportation Trust Fund Committee

A Motion was made by Dan Presson, Seconded by Stacy Kinder, to appoint Harry Rediger Chairman, John Voss, Jeff Glenn, Doug Spooler, Kevin Greaser, Bruce Skinner, Trae Bertrand, and Tamara Zellars-Buck to the Transportation Trust Fund Committee.

Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

OTHER

City Manager Scott Meyer stated that Revenue and Expense summaries were attached by memo to the City Council agenda, and the 2019-2020 Proposed Operating Budget is available for review on the City's Website and on Socrata.

MEETING ADJOURNMENT

A Motion was made by Victor Gunn, Seconded by Robbie Guard to adjourn.
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

The Regular Session ended at 6:23 p.m.

Gayle L. Conrad, City Clerk



Bob Fox, Mayor

Staff: Kelly Green P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-090

SUBJECT

An Ordinance accepting Permanent Sanitary Sewer Easements for Deerfield Off Site, located in the City of Cape Girardeau, MO from Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri.

EXECUTIVE SUMMARY

Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri, and owners of Deerfield Off Site have donated the permanent sanitary sewer and utility easements to the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas. The attached Sanitary Sewer Easements are listed as Easements 1 through 4 for Deerfield Off site, Easements 5 and 6 are for Kensington Subdivision.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Deerfield Off Site, located in the city of Cape Girardeau, MO from Drury Southwest, Inc., a Missouri Corporation, of the County of Cape Girardeau, State of Missouri.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Perm Sanitary Sewer Easements 4 Drury Deerfield Off Site.doc	Ordinance
<input type="checkbox"/> Drury Southwest Executed Easement.pdf	Drury Southwest Easements
<input type="checkbox"/> 36853-Drury Southwest Tract-Easement Exhibit revised03-20-2019 (2).pdf	Exhibit

AN ORDINANCE ACCEPTING FOUR PERMANENT
SANITARY SEWER EASEMENTS FOR DEERFIELD
OFF SITE, FROM DRURY SOUTHWEST, INC.,
IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri,
hereby accepts, and agrees to accept four Permanent
Sanitary Sewer Easements from Drury Southwest Inc., a
Missouri Corporation, for Deerfield Off Site, in the City
of Cape Girardeau, Missouri, described as follows:

Sanitary Sewer Easement 1:

A 20' WIDE STRIP OF LAND BEING PART OF THE
NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31
NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL
MERIDIAN, IN THE CITY AND COUNTY OF CAPE
GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE
STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER
SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of
Kensington Place - Phase One recorded in Plat
Book 24 at Page 72 of the Cape Girardeau County
Land Records; thence North 89°38'03" East, 112.54
feet; thence North 21°29'17" East, 81.72 feet;
thence South 54°22'10" East, 80.69 feet to the
Point of Beginning; thence North 26°38'28" East,
364.49 feet; thence North 28°10'58" East, 336.99
feet; thence North 05°53'52" West, 138.65 feet;
thence North 13°27'22" West, 281.05 feet to the
Point of Termination and containing 22,441 square
feet, more or less.

The sidelines of said easement being prolonged
and shortened to terminate with the North line of
this tract of land recorded in Book 526, Page
532.

Sanitary Sewer Easement 2:

A 20' WIDE STRIP OF LAND BEING PART OF THE
NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31
NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL

MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 318.30 feet; thence North 36°27'23" East, 310.87 feet; thence North 00°36'33" West, 169.87 feet to the Point of Beginning; thence South 82°50'01" East, 195.92 feet to the Point of Termination containing 3,701 square feet, more or less.

The sidelines of said easement being prolonged and shortened to terminate with the west line of this tract of land recorded in Book 526, Page 532.

Sanitary Sewer Easement 3:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 165.64 feet to the Point of Beginning; thence continue North 00°36'33" West, 152.66 feet; thence North 36°27'23" East, 16.59 feet; thence South 00°36'33" East, 55.22 feet; thence South 02°29'04" East, 126.51 feet; thence North 42°30'03" West, 21.18 feet to the Point of Beginning containing 1,901 square feet, more or less.

Sanitary Sewer Easement 4:

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL

MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 150.66 feet to the Point of Beginning; thence South 42°30'03" East, 159.11 feet to the Point of Termination containing 2,968 square feet, more or less.

The sidelines of said easement being prolonged and shortened to terminate with the west line of this tract of land recorded in Book 526, Page 532.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

SANITARY SEWER EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Drury Southwest, Inc., a Missouri corporation ("**Grantor**"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby grant and convey to the City of Cape Girardeau, Missouri, a municipal corporation ("**Grantee**"), a non-exclusive easement for the purpose of maintenance and repair of underground sanitary sewers within the boundaries of the land owned by the Grantor located in the County of Cape Girardeau, Missouri, (the "**Easement Area**"), more particularly described as follows:

DESCRIPTION - EASEMENT 1

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence South 54°22'10" East, 80.69 feet to the Point of Beginning; thence North 26°38'28" East, 364.49 feet; thence North 28°10'58" East, 336.99 feet; thence North 05°53'52" West, 138.65 feet; thence North 13°27'22" West, 281.05 feet to the Point of Termination and containing 22,441 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the North line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 2

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 318.30 feet; thence North 36°27'23" East, 310.87 feet; thence North 00°36'33" West, 169.87 feet to the Point of Beginning; thence South 82°50'01" East, 195.92 feet to the Point of Termination containing 3,701 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the West line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 3

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 165.64 feet to the Point of Beginning; thence continue North 00°36'33" West, 152.66 feet; thence North 36°27'23" East, 16.59 feet; thence South 00°36'33" East, 55.22 feet; thence South 02°29'04" East, 126.51 feet; thence North 42°30'03" West, 21.18 feet to the Point of Beginning containing 1,901 square feet, more or less.

DESCRIPTION - EASEMENT 4

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 150.66 feet to the Point of Beginning; thence

South 42°30'03" East, 159.11 feet to the Point of Termination containing 2,968 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the West line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 5

THAT PART U.S.P.S. NO. 2241 AND PART OF A PROPERTY LISTED IN DEED DOCUMENT NO. 2006-12426 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence along the North line of said tract, North 89°10'16" East, 242.64 feet, to the point of beginning; Thence North 89°10'16" East, 28.13 feet; Thence South 30°16'17" East, 98.25 feet; Thence South 50°56'05" East, 141.64 feet; Thence South 11°18'51" East, 346.02 feet; Thence South 63°30'02" East, 160.24 feet; Thence South 51°54'39" West, 16.61 feet; Thence North 63°30'02" West, 160.46 feet; Thence North 11°18'51" West, 347.97 feet; Thence North 50°56'05" West, 131.29 feet; Thence South 20°47'29" East, 104.66 feet; Thence South 69°12'31" West, 15.00 feet; Thence North 20°47'29" West, 120.35 feet; Thence North 30°16'17" West, 104.05 feet to the point of beginning and containing 13,994 square feet, or 0.32 acres, more or less.

DESCRIPTION - EASEMENT 6

THAT PART OF U.S.P.S. 2241 AND A PROPERTY LISTED IN DEED BOOK 526 AT PAGE 532 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence, along the West line of said property, South 00°50'33" East, 811.67 feet, to a found Cotton Picker Spindle; Thence along the South line of said property North 89°10'16" East, 341.74 feet, to a found 1/2" iron rod; Thence, along the East line of said property, North 51°54'43" East, 349.18 feet, to the point of beginning; Thence North 51°54'39" East, 16.61 feet; Thence South 63°30'02" East, 41.87 feet; Thence North 54°55'06" East, 112.05 feet; Thence North 54°22'42" East, 345.90 feet; Thence North 39°51'19" East, 231.46 feet; Thence North 24°14'38" East, 207.06 feet; Thence South 89°11'25" West, 74.27 feet; Thence North 21°01'30" East, 16.16 feet; Thence North 89°11'25" East, 82.65 feet; Thence South 65°45'22" East, 13.32 feet; Thence South 24°14'38" West, 229.49 feet; Thence South 39°51'19" West, 236.75 feet; Thence South 54°22'42" West, 239.82 feet; Thence North 35°37'18" West, 5.00 feet; Thence South 54°22'42" West, 108.62 feet; Thence South 54°55'06" West, 125.03 feet; Thence South 59°00'01" West, 240.98 feet; Thence South 40°33'03" West, 39.27 feet; Thence South 25°34'20" West, 176.73 feet; Thence South 13°44'09" West, 385.45 feet; Thence South 30°31'37" East, 152.02 feet; Thence South 88°36'14" West, 17.17 feet; Thence North 30°31'37"

feet; Thence North 30°31'37" West, 149.76 feet; Thence North 13°44'09" East, 393.10 feet; Thence North 25°34'20" East, 180.26 feet; Thence North 40°33'03" East, 43.68 feet; Thence North 59°00'01" East, 237.94 feet; Thence North 63°30'02" West, 40.49 feet to the point of beginning and containing 34,288 square feet, or 0.79 acres, more or less.

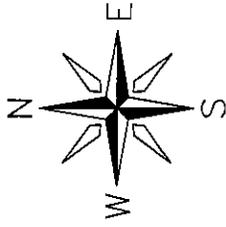
SAID Easement is granted for the purpose of enabling Grantee, its agents, servants and assigns to use the Easement Areas for the purpose of operation, maintenance and repair of underground sanitary sewer improvements. Grantee shall be responsible for the maintenance, repair, replacement and operation of the underground sanitary sewer and storm sewer improvements and related adjuncts, appurtenances, manholes and appliances in connection therewith located in the Easement Areas, in a first class condition and in compliance with all laws, codes and other governmental requirements.

The grant of this Easement is and shall be subject to any and all matters of record, existing easements, and utilities, and further subject to the right of Grantor, its successors and assigns, tenants, servants, visitors and licensees, to use the Easement Area for any and all lawful purposes connected with the use and enjoyment of the Easement Area, and, the grant of this Easement is and shall be subject to the right of Grantor, its successors and assigns, to grant additional easements in the Easement Area for other purposes and for other utilities, including without limitation, gas, electric, telephone, cable, sewer, drainage, water and storm water sewer easements. Grantee covenants and agrees, subject to §537.610 RSMO, to defend, indemnify and save Grantor, its successors and assigns harmless from any and all cost, claims, damage and expense arising out of or resulting from Grantee's use of the Easement Area or the exercise of the rights, privileges, permission and authority herein granted, including without limitation cost, claims, damage, and expense arising out of or resulting from use by Grantee's agents, servants, assigns, contractors, employees, tenants, licensees and invitees of the Easement Area, or occasioned by the construction of any improvements by Grantee. Grantee covenants and agrees that it will, during the term of this Easement and at termination of this Easement and the rights, privileges, permission and authority herein granted, in whatever manner such termination occurs, repair any damage to Grantor's property and promptly return Grantor's property to the same or better condition as existed as of the Effective Date, free and clear of all claims, liens, charges, and encumbrances, excepting only those which may be placed thereon by Grantor.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of May, 2019.

*[The rest of this page intentionally left blank.
Signature page to follow.]*

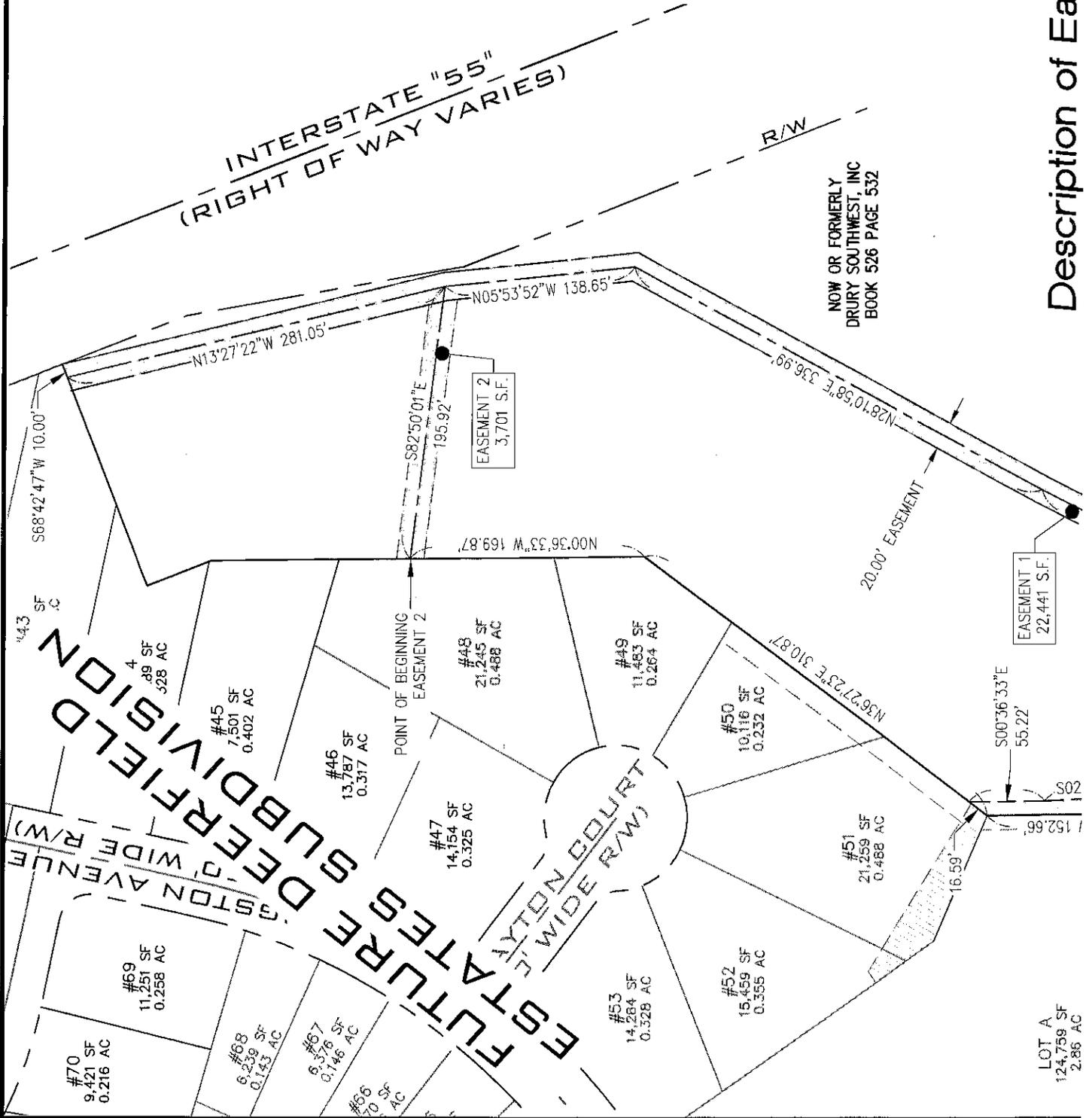


NORTH ORIENTATION IN ACCORDANCE
WITH THE MISSOURI STATE PLANE
COORDINATE SYSTEM EAST ZONE

INTERSTATE "55"
(RIGHT OF WAY VARIES)

NOW OR FORMERLY
DRURY SOUTHWEST, INC
BOOK 526 PAGE 532

Description of Easements



LOT A
124,759 SF
2.86 AC

Staff: W. Victor Brownlees - Deputy
Agenda: Finance Director.
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-109

SUBJECT

This ordinance appropriates expenditure related to eight grants that were not included in the adopted budget for the fiscal year ending June 30, 2019.

EXECUTIVE SUMMARY

Previously the City had accepted eight grants. None of the revenues or expenditures related to these grants was anticipated in the 2018-2019 adopted budget. This ordinance would appropriate the following expenditures:

1. \$153,900 for construction, costs, ad hoc costs and internal engineering charges for sidewalk upgrades on Independence Street.
2. \$88,889 for the costs of an Air Service study for Cape Girardeau Regional Airport.
3. \$17,090 for maintenance and enhancement of an interoperable communication vehicle for use in emergencies/disasters.
4. \$9,411 for equipment to enhance search and rescue operations.
5. \$18,232 for equipment used by the City's Critical Response Team.
6. \$17,090 for costs associated with updating security of the Cape PD patrol fleet.
7. \$84,850 for costs of flood buy-out properties.
8. \$151,657 for costs related to an Emergency Solutions grant.

BACKGROUND/DISCUSSION

This ordinance would appropriate amounts totaling \$541,119 in respect of eight grants, all of which the City has been in receipt of in previous years. Only \$67,759 of these costs will not be funded by grant revenues – these will be funded by other budget savings or general fund balances.

None of these grants or expenditures had been anticipated in the 2018-2019 budget.

FINANCIAL IMPACT

Only \$67,759 of these costs will not be funded by grant revenues – these will be funded by other budget savings or general fund balances.

STAFF RECOMMENDATION

Staff recommend approval of this ordinance.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> <u>APPROPRIATION FOR GRANT FUNDED EXPENDITURES 2019.docx</u>	Ordinance

BILL NO. 19-75

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR
CERTAIN GRANT FUNDED EXPENDITURES FOR THE
FISCAL YEAR ENDING JUNE 30, 2019

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

ARTICLE 1. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates One Hundred Fifty-three Thousand Nine Hundred Dollars (\$153,900.00) from the Transportation Trust Fund 5 for construction costs, and internal engineering charges, for sidewalk upgrades on Independence Street during the fiscal year ending June 30, 2019.

ARTICLE 2. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Eighty-eight Thousand Eight Hundred Eighty-nine Dollars (\$88,889.00) from the Airport Fund for the costs of an Air Service study for the Cape Girardeau Regional Airport during the fiscal year ending June 30, 2019.

ARTICLE 3. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Seventeen Thousand Ninety Dollars (\$17,090.00) from the General Fund (Public Safety) for maintenance and enhancement of an interoperable communication vehicle for use in emergencies and disasters during the fiscal year ending June 30, 2019.

ARTICLE 4. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Nine Thousand Four Hundred Eleven Dollars (\$9,411.00) from the General Fund (Public Safety) for equipment to enhance search and rescue operations during the fiscal year ending June 30, 2019.

ARTICLE 5. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Eighteen Thousand Two Hundred Thirty-two Dollars (\$18,232.00) from the General Fund (Public Safety) for equipment used by the City's Critical Response Team during the fiscal year ending June 30, 2019.

ARTICLE 6. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Seventeen Thousand Ninety Dollars (\$17,090.00) from the General Fund (Public Safety) for costs associated with updating security of the City's Police

Department patrol fleet during the fiscal year ending June 30, 2019.

ARTICLE 7. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates Eighty-four Thousand Eight Hundred Fifty Dollars (\$84,850.00) from the Health Fund for costs of flood buy-out properties during the fiscal year ending June 30, 2019.

ARTICLE 8. The City Council of the City of Cape Girardeau, Missouri, hereby appropriates One Hundred Fifty-one Thousand Six Hundred Fifty-seven Dollars (\$151,657.00) from the General Fund (Development Services) for costs related to an Emergency Solutions Grant during the fiscal year ending June 30, 2019.

ARTICLE 9. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-110

SUBJECT

An Ordinance authorizing the issuance of Special Tax Bills on properties for the demolition of dangerous buildings under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance authorizes the issuance of special tax bills to recover costs incurred by the City in demolishing condemned structures.

BACKGROUND/DISCUSSION

A structure at 2827 South Sprigg Street was condemned on May 6, 2013. The City sent a letter to the property owner notifying him of the condemnation and his responsibilities under Chapter 7, Article VII of the Code of Ordinances. After the owner failed to respond by the deadline, the City held a public hearing, and the Building Supervisor issued an order to demolish the structure by December 23, 2013. The owner failed to comply with the order. As provided for in the Code, the City hired a contractor to demolish the structure at a cost of \$500.00, for which a special tax bill must now be issued. A structure at 2829 South Sprigg Street was condemned on May 6, 2013. The City sent a letter to the property owner notifying him of the condemnation and his responsibilities under Chapter 7, Article VII of the Code of Ordinances. After the owner failed to respond by the deadline, the City held a public hearing, and the Building Supervisor issued an order to demolish the structure by December 23, 2013. The owner failed to comply with the order. As provided for in the Code, the City hired a contractor to demolish the structure at a cost of \$500.00 for which a special tax bill must now be issued. The attached ordinance authorizes the issuance of special tax bills to recover costs incurred by the City in demolishing the condemned structures on these properties. The contractor's invoice for the demolition of the structures is also attached.

FINANCIAL IMPACT

Each special tax bill will bear an interest rate of eight percent (8%) annually on the outstanding balance until it is paid in full.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing special tax bills to be issued for the demolition of dangerous buildings at 2827 South Sprigg Street, and 2729 South Sprigg Street.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Ord Special Tax Bills 2827 2829 South Sprigg Street.doc	Ordinance
<input type="checkbox"/> Contractor s Invoice.pdf	Contractor's Invoice

BILL NO. 19-77

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SPECIAL TAX BILL FOR PROPERTIES LOCATED AT 2827 & 2829 SOUTH SPRIGG STREET, FOR THE DEMOLITION OF DANGEROUS BUILDINGS UNDER THE PROVISIONS OF CHAPTER 7 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, the Building Supervisor of the City of Cape Girardeau, Missouri, issued Orders causing certain dangerous buildings to be demolished; and

WHEREAS, the City of Cape Girardeau did cause said buildings to be demolished in accordance with the Orders, thereby incurring certain expenses; and

WHEREAS, the Building Supervisor authorized the issuance of certain tax bills for said expenses.

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

ARTICLE 1. There is hereby levied, and the City Clerk is hereby authorized and ordered to place on file, a Special Tax Bill issued in accordance with the Order of the Building Supervisor which shall be a lien against the following described properties in accordance with law, in the following amount, until paid or collected by the City of Cape Girardeau, Missouri:

Parcel No. 206120001008000000
Property Address: 2827 & 2829 South Sprigg Street

The West One Half of the South One Half of a tract of land in Survey No. 812 confirmed to John Saviour, Alias Seavers, in Township 30 North, Range 13 East in Cape Girardeau County, Missouri, conveyed to Alfred Pieronett to Jacob Shelton by deed dated March 17, 1883 and recorded in Book 14 at page 274 in the office of the Recorder of Cape Girardeau County, Missouri, and conveyed also by Wm. D. Shelton, devisee in the Will of William D. Shelton to Leon Jones and Myra Jones by deed dated April 26, 1923, recorded in Book 77 at page 124 of the land records of Cape Girardeau County, Missouri, said West One Half of said South One Half of said tract being particularly described as follows: Begin at the northeast corner of a certain 36.45 acre tract described in a deed to William B. Wilson dated July 27, 1889, and recorded in

the Recorder's Office in Jackson, Missouri, in Book 21 at page 375 and run South with the east line of said 36.45 acre tract, 640 feet; thence West, 62.5 feet for a beginning place of the tract to be described; thence continue West for a distance of 62.5 feet to the southwest corner of the above mentioned tract; thence North with the west line of said tract for a distance of 160 feet; thence East and parallel with the south line of said tract for a distance of 62.5 feet; thence South and parallel with the east line to beginning.

ARTICLE 2. Said Special Tax Bill shall bear an interest rate of eight per cent (8%) per annum.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Eagle Excavating LLC
931 County Road 366
Jackson MO 63755
(573) 204-8981
CompasK@Yahoo.com

Invoice

Date	Invoice #
4/25/2019	2950

Bill To
City of Cape Girardeau
401 Independence
Cape Girardeau, Mo 63703

PO# 190817

Terms	Due Date
Net 10	4/30/2019

Date of Service	Machine	Description	Hou...	Rate	Op/Dri...	Total
4/23/2019	Contract	Contract Service - Demolition of 2827 & 2829 South Sprigg	1	1,000.00		1,000.00

Thank you for your business.

Total **\$1,000.00**

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-111

SUBJECT

An Ordinance amending Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Fences.

EXECUTIVE SUMMARY

The attached ordinance amends the fence regulations in the Development Code (Chapter 25 of the Code of Ordinances).

BACKGROUND/DISCUSSION

Attached is an amendment to the Development Code (Chapter 25 of the Code of Ordinances) regarding fences. Currently, Section 25-604 of the Code treats all front yards the same for the purposes of regulating fence height and surface (for non-rural estate residential uses, the maximum height is 3 feet and the minimum open surface ratio is 50%). Any yard between a street and a principal structure is considered a front yard per the Code. Over the years, staff has received complaints from owners of residential corner lots and through lots because they aren't allowed to have a privacy fence in their non-primary front yard (i.e. the "side" front yard or "rear" front yard). This is particularly problematic when an owner wishes to replace an aging privacy fence constructed prior to the current restrictions, which apply if more than 30% of the fence area is repaired or replaced.

The amendment establishes two types of front yards for residential uses (excluding rural estate residential, which is already permitted a higher fence in the front yard). The two types are primary front yard and secondary front yard. A primary front yard is defined as the front yard of a lot or, in the case of a lot with more than one front yard, the front yard to which the main entrance of the principal dwelling is oriented. A secondary front yard is defined as any front yard that is not a primary front yard. Fences in a primary front yard are subject to the current restrictions (maximum height of 3 feet and minimum open surface ratio of 50%) while fences in a secondary front yard are subject to the same restrictions as fences in the rear and side yards (maximum height of 6 feet and no minimum open surface ratio). The amendment also includes minor changes to this section for purposes of clarity and consistency.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 8, 2019 meeting, recommended approval of the amendment with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
☐ Amending CH 25-Fences..doc	Ordinance
☐ Chapter 25 Amendment Regarding Fences (Edits Copy) - May 8 2019.pdf	Chapter 25 Amendment Regarding Fences (Edits Copy)
☐ Chapter 25 Amendment Regarding Fences (Clean Copy) - May 8 2019.pdf	Chapter 25 Amendment Regarding Fences (Clean Copy)

AN ORDINANCE AMENDING CHAPTER 25 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, REGARDING FENCES

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

ARTICLE 1. Section 25-604 of Article VI of Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 25-604. - Height and surface requirements.

(a) Fences shall comply with the height and surface standards in the following table:

Use Type	Location	Height	Surface
Agricultural and rural estate residential ¹	Front yard	Maximum of five (5) feet	Minimum of 50% open
	Rear and side yards	Maximum of six (6) feet	
Residential, non-rural estate	Front yard	Maximum of three (3) feet	Minimum of 50% open
	Rear and side yards	Maximum of six (6) feet	
Commercial	Front yard ²	Maximum of four (4) feet	Minimum of 50% open
	Rear and side yards	Maximum of eight (8) feet	
Manufacturing/industrial	All yards	Maximum of eight (8) feet	
Playground, as part of a school or park	Front yard	Maximum of six (6) feet	Minimum of 75% open

	Rear and side yards	Maximum of six (6) feet	
Athletic field	Front yard	Maximum of twelve (12) feet ³	Minimum of 75% open
	Rear and side yards	Maximum of twelve (12) feet ³	
Tennis court	All yards	Maximum of twelve (12) feet	Minimum of 50% open
Swimming pool	All yards	Minimum of four (4) feet	In accordance with section 13-37 of the City Code

¹ Rural estate residential shall mean a residential use in a rural estate residential district.

² Chain link fences in the front yard are prohibited.

³ Baseball backstops are exempted.

(b) For any use not specifically listed in the foregoing table, the standards of the most similar use specifically listed shall apply, as determined by the city manager.

(c) Fence height shall be measured from the ground to the highest point of the boards, pickets, panels, or other elements between the vertical supports. Posts and other vertical supports, including any finials, shall be permitted to extend above the fence height by no more than fifteen (15) percent. The creation of mounds, slopes or terraces to elevate the ground at the fence line above the adjacent yard is prohibited.

~~is hereby repealed in its entirety~~ and a new Section 25-604 of Article VI of Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 25-604. - Height and surface requirements.

(a) Fences shall comply with the height and surface standards in the following table:

Use Type	Location	Height	Surface
Agricultural and rural estate residential ¹	Front yard	Maximum of five (5) feet	Minimum of fifty percent (50%) open
	Rear and side yards	Maximum of six (6) feet	
Residential, non-rural estate	Front yard, primary ²	Maximum of three (3) feet	Minimum of fifty percent (50%) open
	Front yard, secondary ³	Maximum of six (6) feet	
	Rear and side yards	Maximum of six (6) feet	
Commercial	Front yard ⁴	Maximum of four (4) feet	Minimum of fifty percent (50%) open
	Rear and side yards	Maximum of eight (8) feet	
Manufacturing/industrial	All yards	Maximum of eight (8) feet	
Playground, as part of a school or park	Front yard	Maximum of six (6) feet	Minimum of seventy-five percent (75%) open
	Rear and side yards	Maximum of six (6) feet	
Athletic field	Front yard	Maximum of twelve (12) feet ⁵	Minimum of seventy-five percent (75%) open
	Rear and side yards	Maximum of twelve (12) feet ⁵	
Tennis court	All yards	Maximum of twelve (12) feet	Minimum of fifty percent (50%) open
Swimming pool	All yards	In accordance with chapter 7, article IIIa of the City Code	In accordance with chapter 7, article IIIa of the City Code

¹ Rural estate residential shall mean a residential use in a rural estate residential district.

² Primary front yard shall mean the front yard of a lot or, in the case of a lot with more than one (1) front yard, the front yard to which the main entrance of the principal dwelling is oriented.

³ Secondary front yard shall mean any front yard that is not a primary front yard.

⁴ Chain link fences in the front yard are prohibited.

⁵ Baseball backstops are exempted.

(b) For any use not specifically listed in the foregoing table, the standards of the most similar use specifically listed shall apply, as determined by the city manager.

(c) Fence height shall be measured from the ground to the highest point of the boards, pickets, panels, or other elements between the vertical supports. Posts and other vertical supports, including any finials, shall be permitted to extend above the fence height by no more than fifteen (15) percent. The creation of mounds, slopes or terraces to elevate the ground at the fence line above the adjacent yard is prohibited.

ARTICLE 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

TEXT TO BE DELETED IS SHOWN IN STRIKETHROUGH

TEXT TO BE ADDED IS SHOWN IN RED

ARTICLE AND/OR SECTION TITLES AFFECTED BY THIS AMENDMENT: None

Sec. 25-604. - Height and surface requirements.

(a) Fences shall comply with the height and surface standards in the following table:

Use Type	Location	Height	Surface
Agricultural and rural estate residential ¹	Front yard	Maximum of five (5) feet	Minimum of fifty percent (50%) open
	Rear and side yards	Maximum of six (6) feet	
Residential, non-rural estate	Front yard, primary ²	Maximum of three (3) feet	Minimum of fifty percent (50%) open
	Front yard, secondary ¹	Maximum of six (6) feet	
	Rear and side yards	Maximum of six (6) feet	
Commercial	Front yard ¹⁴	Maximum of four (4) feet	Minimum of fifty percent (50%) open
	Rear and side yards	Maximum of eight (8) feet	
Manufacturing/industrial	All yards	Maximum of eight (8) feet	
Playground, as part of a school or park	Front yard	Maximum of six (6) feet	Minimum of seventy-five percent (75%) open
	Rear and side yards	Maximum of six (6) feet	
Athletic field	Front yard ³⁵	Maximum of twelve (12) feet	Minimum of seventy-five percent (75%) open
	Rear and side yards ³⁵	Maximum of twelve (12) feet	

Tennis court	All yards	Maximum of twelve (12) feet	Minimum of fifty percent (50%) open
Swimming pool	All yards	Minimum of four (4) feet In accordance with chapter 7, article IIIa of the City Code	In accordance with section 13-37 chapter 7, article IIIa of the City Code

¹ Rural estate residential shall mean a residential use in a rural estate residential district.

² Primary front yard shall mean the front yard of a lot or, in the case of a lot with more than one (1) front yard, the front yard to which the main entrance of the principal dwelling is oriented.

³ Secondary front yard shall mean any front yard that is not a primary front yard.

²⁴ Chain link fences in the front yard are prohibited.

³⁵ Baseball backstops are exempted.

(b) For any use not specifically listed in the foregoing table, the standards of the most similar use specifically listed shall apply, as determined by the city manager.

(c) Fence height shall be measured from the ground to the highest point of the boards, pickets, panels, or other elements between the vertical supports. Posts and other vertical supports, including any finials, shall be permitted to extend above the fence height by no more than fifteen (15) percent. The creation of mounds, slopes or terraces to elevate the ground at the fence line above the adjacent yard is prohibited.

Sec. 25-604. - Height and surface requirements.

(a) Fences shall comply with the height and surface standards in the following table:

Use Type	Location	Height	Surface
Agricultural and rural estate residential ¹	Front yard	Maximum of five (5) feet	Minimum of fifty percent (50%) open
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	Front yard, secondary ³	Maximum of six (6) feet	
	Rear and side yards	Maximum of six (6) feet	
Commercial	Front yard ⁴	Maximum of four (4) feet	Minimum of fifty percent (50%) open
	Rear and side yards	Maximum of eight (8) feet	
Manufacturing/industrial	All yards	Maximum of eight (8) feet	
Playground, as part of a school or park	Front yard	Maximum of six (6) feet	Minimum of seventy-five percent (75%) open
	Rear and side yards	Maximum of six (6) feet	
Athletic field	Front yard	Maximum of twelve (12) feet ⁵	Minimum of seventy-five percent (75%) open
	Rear and side yards	Maximum of twelve (12) feet ⁵	

Tennis court	All yards	Maximum of twelve (12) feet	Minimum of fifty percent (50%) open
Swimming pool	All yards	In accordance with chapter 7, article IIIa of the City Code	In accordance with chapter 7, article IIIa of the City Code

¹ Rural estate residential shall mean a residential use in a rural estate residential district.

² Primary front yard shall mean the front yard of a lot or, in the case of a lot with more than one (1) front yard, the front yard to which the main entrance of the principal dwelling is oriented.

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⁴ Chain link fences in the front yard are prohibited.

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(b) For any use not specifically listed in the foregoing table, the standards of the most similar use specifically listed shall apply, as determined by the city manager.

(c) Fence height shall be measured from the ground to the highest point of the boards, pickets, panels, or other elements between the vertical supports. Posts and other vertical supports, including any finials, shall be permitted to extend above the fence height by no more than fifteen (15) percent. The creation of mounds, slopes or terraces to elevate the ground at the fence line above the adjacent yard is prohibited.

Staff: Kelly Green P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-112

SUBJECT

An Ordinance accepting a Temporary Construction Easement from D.L.G, LLC a Missouri Limited Liability Company for 1001 N. Kingshighway St for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

City Staff has identified that a Temporary Construction Easement is necessary to complete the Hopper Road Box Culvert project

FINANCIAL IMPACT

There will be no financial impact as the Temporary Construction Easement is being donated.

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance accepting the Temporary Construction Easement for the Hopper Road Box Culvert Project.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Temporary Construction Easement- D.L.G. 1001 N Kingshighway Hopper Road Box Culvert Project.doc	Ordinance
<input type="checkbox"/> 1001 N. Kingshighway TCE Executed.pdf	TCE DLG

BILL NO. 19-80

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A TEMPORARY
CONSTRUCTION EASEMENT FROM D.L.G., LLC,
FOR 1001 NORTH KINGSHIGHWAY FOR THE
HOPPER ROAD BOX CULVERT 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 of Cape Girardeau, Missouri,
hereby accepts, and agrees to accept a Temporary
Construction Easement from D.L.G., LLC, a Missouri Limited
Liability Company, for 1001 North Kingshighway for the
Hopper Road Box Culvert Project, in the City of Cape
Girardeau, Missouri, described as follows:

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1
AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF
THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE,
CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF
MISSOURI BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT NO. 2,
HARRIS KFC SUBDIVISION NO. 1, SAID CORNER ALSO
BEING ON THE NORTH RIGHT OF WAY LINE OF HOPPER
ROAD; THENCE S 83° 02' 24" E, 16.11 FEET ALONG
SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID
LINE, N 41° 27' 06" W, 82.48 FEET; THENCE S 48°
31' 05" W, 4.39 FEET TO THE WEST LINE OF LOT NO.
2, HARRIS KFC SUBDIVISION NO. 1; THENCE S 36° 20'
14" E, 70.71 FEET ALONG SAID WEST LINE TO THE
POINT OF BEGINNING, CONTAINING 596 SQUARE FEET,
MORE OR LESS.

Also;

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1
AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF
THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE,
CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF
MISSOURI BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY
LINE OF HOPPER ROAD FROM WHICH THE SOUTHWEST

CORNER OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 BEARS, N 83° 02' 24" W, 63.45 FEET ; THENCES 83° 02' 24" E, 20.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID LINE, N 06° 57' 36" E, 14.45 FEET; THENCE N 83° 02' 24" W, 20.00 FEET; THENCE S 06° 57' 36" W, 14.45 FEET TO THE POINT OF BEGINNING, CONTAINING 289 SQUARE FEET, MORE OR LESS.

Also;

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD WITH THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE N 83° 02' 24" W, 40.92 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 06° 57' 36" E, 6.34 FEET; THENCE S 83° 02' 24" E, 34.95 FEET TO THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE S 36° 20' 14" E, 8.71 FEET TO THE POINT OF BEGINNING, CONTAINING 241 SQUARE FEET, MORE OR LESS.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

TEMPORARY CONSTRUCTION EASEMENT
1001 N. Kingshighway
Cape Girardeau, Missouri

KNOW ALL PERSONS BY THESE PRESENTS: **D.L.G., LLC** a Missouri Limited Liability Company, herein referred to as **GRANTOR**, and the **CITY OF CAPE GIRARDEAU**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, herein referred to as **GRANTEE**:

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

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1, SAID CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE S 83° 02' 24" E, 16.11 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID LINE, N 41° 27' 06" W, 82.48 FEET; THENCE S 48° 31' 05" W, 4.39 FEET TO THE WEST LINE OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1; THENCE S 36° 20' 14" E, 70.71 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 596 SQUARE FEET, MORE OR LESS.

Also;

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD FROM WHICH THE SOUTHWEST CORNER OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 BEARS, N 83° 02' 24" W, 63.45 FEET ; THENCE S 83° 02' 24" E, 20.00 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID LINE, N 06° 57' 36" E, 14.45 FEET; THENCE N 83° 02' 24" W, 20.00 FEET; THENCE S 06° 57' 36" W, 14.45 FEET TO THE POINT OF BEGINNING, CONTAINING 289 SQUARE FEET, MORE OR LESS.

Also;

A PART OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK NO. 19 AT PAGE NO. 2 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 2, HARRIS KFC SUBDIVISION NO. 1, SAID POINT BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD WITH THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE N 83° 02' 24" W, 40.92 FEET ALONG THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 06° 57' 36" E, 6.34 FEET; THENCE S 83° 02' 24" E, 34.95 FEET TO THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE S 36° 20' 14" E, 8.71 FEET TO THE POINT OF BEGINNING, CONTAINING 241 SQUARE FEET, MORE OR LESS.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, and construct certain drainage improvements for the Hopper Road Box Culvert Project, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, as shown on the plans and specification of file in the Office of the City Engineer. Said privilege is valid from the date this easement is accepted by the City Council through the date those improvements are accepted by the City Council.

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

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this easement this 5th day of March, 2019.

D.L.G., LLC

By: [Signature]

Printed Name: Michael Crouch

Its: Member



LORETTA L. KINCAID
My Commission Expires
November 28, 2021
Cape Girardeau County
Commission #13400043

STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

BE IT REMEMBERED, that on this 5th day of March, 2019 before me, the undersigned notary public, personally appeared Michael Crouch, who being by me duly sworn, did state that he/she is the authorized representative for D.L.G., LLC, a Missouri Limited Liability Company, and that said instrument was executed on behalf of said D.L.G., LLC, a Missouri Limited Liability Company, and acknowledged that he/she has executed the same for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:

11-28-2021

Staff: Kelly Green, P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-113

SUBJECT

An Ordinance accepting a General Warranty Deed from David A. LeGrand, Trustee of the David A. LeGrand and Diane L. LeGrand Revocable Trust Dated August 23, 2000 for property located at 1237 Rear N. Water Street, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance conveys Real Estate at 1237 Rear N. Water Street from David A., LeGrand, Trustee of the David A. LeGrand and Diane L. LeGrand Revocable Trust Dated August 23, 2000, to the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The property located at 1237 Rear N. Water Street adjoins a tract of land already owned by the City of Cape Girardeau. A General Warranty Deed has been prepared for this purpose and is attached.

FINANCIAL IMPACT

The City will pay \$37,000 for the property along with the title work and the recording fee.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance accepting the General Warranty Deed from David A. LeGrand, Trustee of the David A. LeGrand and Diane L. LeGrand Revocable Trust Dated August 23, 2000. for property located at 1237 Rear N. Water Street.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> General Warranty Deed LeGrands 1237 Rear North Water Street.doc	Ordinance
<input type="checkbox"/> Water N. 1237 Rear Purchase Agreement Executed.pdf	Agreement
<input type="checkbox"/> 1237 N. Water Rear - LeGrand GWD.docx	GWD

BILL NO. 19-81

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A GENERAL WARRANTY DEED FOR PROPERTY LOCATED AT 1237 REAR NORTH WATER STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a General Warranty Deed from David A. LeGrand, Trustee of the David A. LeGrand and Diane L. LeGrand Revocable Trust Dated August 23, 2000, for property located at 1237 Rear North Water Street, in the City of Cape Girardeau, Missouri, described as follows:

All of the West Seventy Feet (70.0') of Lots Thirteen (13) and Fourteen (14) in block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri as shown by plat recorded in Plat Book 2 at Page 20, land records of Cape Girardeau County, Missouri.

Subject to a 10.00 foot wide strip of land for an access road easement across the North Ten feet (10.0') of the West Seventy Feet (70.00') of Lot Fourteen (14), Block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

AGREEMENT FOR THE SALE OF REAL PROPERTY
1237- Rear N. Water Street
Cape Girardeau, Missouri 63701

The undersigned, **DAVID AL. LEGRAND, TRUSTEE OF THE DAVID A. LEGRAND AND DIANE L. LEGRAND REVOCABLE TRUST DATED AUGUST 23, 2000**, hereinafter called the "Seller", in consideration of the mutual covenants and agreements herein set forth, agrees to sell and convey to the **City of Cape Girardeau**, a Municipal Corporation organized and existing under the laws of the State of Missouri, in the County of Cape Girardeau in the State of Missouri, hereinafter called the "Buyer", and the Buyer agrees to purchase, the fee simple title to the following described land, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the County of Cape Girardeau, State of Missouri, and more particularly described as:

All of the West Seventy Feet (70.0') of Lots Thirteen (13) and Fourteen (14) in block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri as shown by plat recorded in Plat Book 2 at Page 20, land records of Cape Girardeau County, Missouri.

Subject to a 10.00 foot wide strip of land for an access road easement across the North Ten feet (10.0') of the West Seventy Feet (70.00') of Lot Fourteen (14), Block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri.

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

The terms and conditions of this agreement are as follows:

1. At the time of closing, the Buyer agrees to pay the sum of \$37,000 to the Seller for the property located at 1237 Rear N. Water Street, Cape Girardeau, Missouri 63701 to be deeded to the City of Cape Girardeau, subject to the City's approval of the Seller's title. Also at the time of closing, the Seller shall execute and deliver a good and sufficient General Warranty Deed conveying said land, with the hereditaments and appurtenances thereunto belonging, to the City of Cape Girardeau, in fee simple, free and clear from all Liens and encumbrances.
2. It is agreed that the City will defray the expenses incident to the preparation and recordation of the deed to the City of Cape Girardeau and procurement of the necessary title evidence.
3. The Seller agrees to pay all property taxes for the full tax year, and upon proof of payment, the City agrees to reimburse the Seller for the pro-rata portion of taxes on that which is deeded to the City from the date of possession of such real property by the City.
4. The Seller represents that no elected City official or City employee shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom.
5. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the Seller.
6. All terms and conditions with respect to this agreement are expressly contained herein and the Seller agrees that no representative or agent of the City of Cape Girardeau has

Title of Document: General Warranty Deed

Date of Document: _____, 2018

Grantor: DAVID A. LEGRAND, TRUSTEE OF THE DAVID A. LEGRAND
AND DIANE L. LEGRAND REVOCABLE TRUST DATED
AUGUST 23, 2000

Grantor's Address: 1237 N. Rear Water Street
Cape Girardeau, Missouri 63701

Grantee: City of Cape Girardeau

Grantee's Address: 401 Independence Street
Cape Girardeau, Missouri 63703

Legal Description: See Following Pages

GENERAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That on this _____ day of _____, 2019, that **DAVID A. LEGRAND, TRUSTEE OF THE DAVID A. LEGRAND AND DIANE L. LEGRAND REVOCABLE TRUST DATED AUGUST 23, 2000, GRANTORS**, in consideration of Ten Dollars (\$10.00) and other valuable consideration, to them paid by the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation organized and existing under the laws of the State of Missouri, of the County of Cape Girardeau in the State of Missouri, **GRANTEE**, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, its successors and assigns, the following described parcel of land, lying, being and situated in the City and County of Cape Girardeau and State of Missouri, to-wit:

All of the West Seventy Feet (70.0') of Lots Thirteen (13) and Fourteen (14) in block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri as shown by plat recorded in Plat Book 2 at Page 20, land records of Cape Girardeau County, Missouri.

Subject to a 10.00 foot wide strip of land for an access road easement across the North Ten feet (10.0') of the West Seventy Feet (70.00') of Lot Fourteen (14), Block Thirteen (13) of Robertson & Gale's Subdivision in the City of Cape Girardeau in Cape Girardeau County, Missouri.

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

TO HAVE AND TO HOLD the premises aforesaid, with all the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto GRANTEE and unto its successors and assigns, forever; GRANTORS hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will warrant and defend the title to the said premises unto GRANTEE, and unto its successors and assigns, forever against the lawful claims and demands of all persons whomsoever.

[Remainder of page left intentionally blank. Signature page to follow.]

Staff: Kelly Green, P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-114

SUBJECT

An Ordinance accepting a Permanent Drainage Easement for 2640 Hopper Road from DeJoy's of Shoney's Inc., a Missouri Corporation in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The City will be constructing a box culvert for Hopper Road. A Permanent Drainage Easement is needed to access the box culvert.

FINANCIAL IMPACT

DeJoy's of Shoney's, Inc. a Missouri Corporation have donated the Permanent Drainage Easement to the City.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the drainage system and its related components in the easement area.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Ordinance accepting a Permanent Drainage Easement for 2640 Hopper Road, from DeJoy's of Shoney's, Inc. a Missouri Corporation, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Permanent Drainage Easement - 2640 Hopper Road.doc	Ordinance
<input type="checkbox"/> 2640 Hopper Road PDE EXECUTED.pdf	Easement
<input type="checkbox"/> 2640 Hopper Road - Easement Exhibit.pdf	exhibit for DeJoys

BILL NO. 19-82

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM DEJOY'S OF SHONEY'S, INC., AT 2640 HOPPER ROAD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Drainage Easement from DeJoy's of Shoney's, Inc., at 2640 Hopper Road, in the City of Cape Girardeau, Missouri, described as follows:

Permanent Drainage Easement:

A PART OF LOT NO. 2, SHAWN PLACE AS RECORDED IN PLAT BOOK NO. 20 AT PAGE NO. 96 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 2, SHAWN PLACE, SAID CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE N 83° 02' 24" W, 38.13 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID LINE, N 41° 27' 40" W, 41.89 FEET; THENCE N 48° 31' 05" E, 31.62 FEET TO THE EAST LINE OF LOT NO. 2, SHAWN PLACE; THENCE S 36° 20' 14" E, 70.71 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 1,643 SQUARE FEET, MORE OR LESS.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

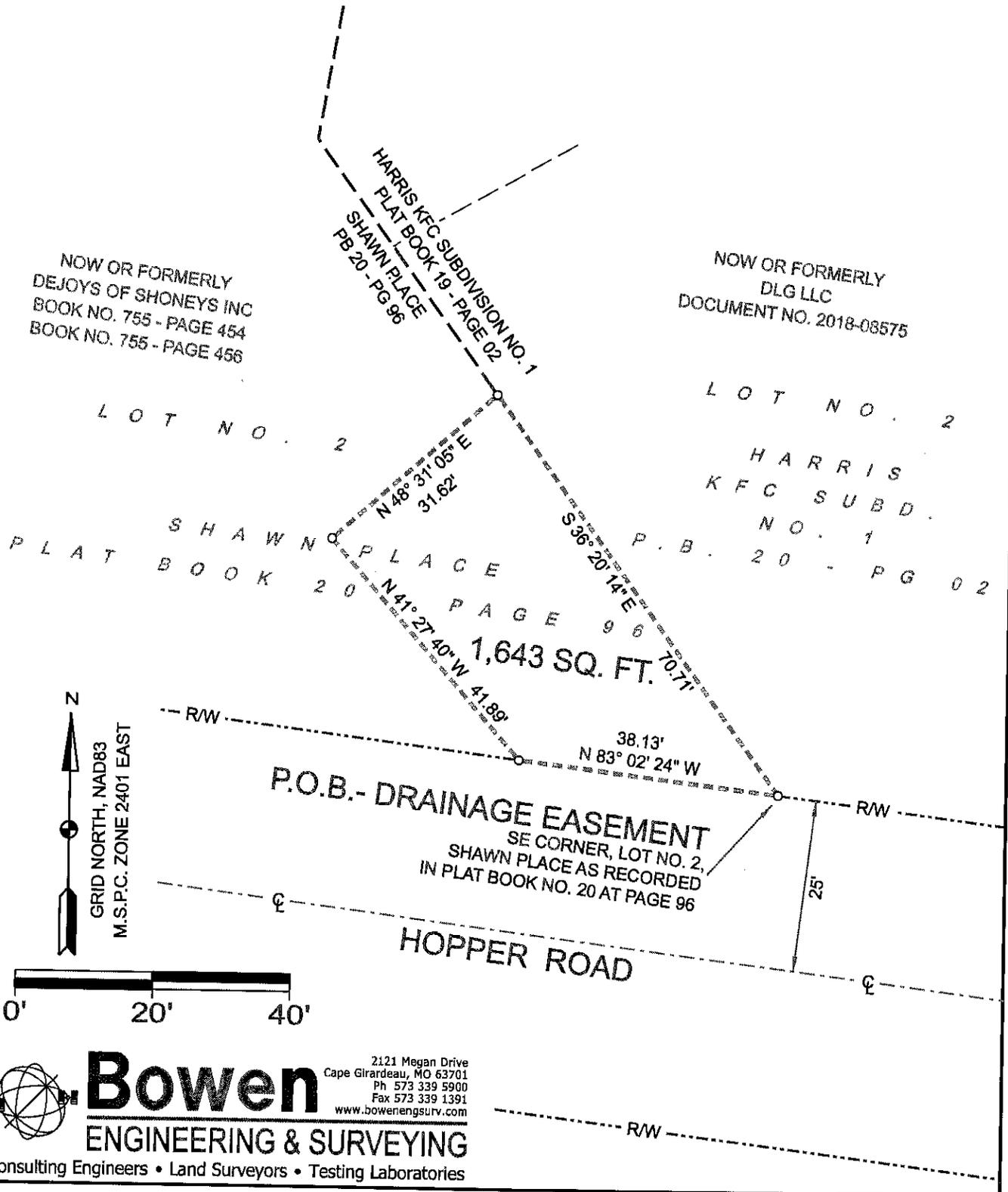
Bruce Taylor, Deputy City Clerk

EASEMENT EXHIBIT

CITY AND COUNTY OF
CAPE GIRARDEAU, MO

NOW OR FORMERLY
DEJOYS OF SHONEYS INC
BOOK NO. 755 - PAGE 454
BOOK NO. 755 - PAGE 456

NOW OR FORMERLY
DLG LLC
DOCUMENT NO. 2018-08575



PERMANENT DRAINAGE EASEMENT

2640 Hopper Road
Cape Girardeau, Missouri

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

A PART OF LOT NO. 2, SHAWN PLACE AS RECORDED IN PLAT BOOK NO. 20 AT PAGE NO. 96 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT NO. 2, SHAWN PLACE, SAID CORNER ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE N 83° 02' 24" W, 38.13 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE LEAVING SAID LINE, N 41° 27' 40" W, 41.89 FEET; THENCE N 48° 31' 05" E, 31.62 FEET TO THE EAST LINE OF LOT NO. 2, SHAWN PLACE; THENCE S 36° 20' 14" E, 70.71 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 1,643 SQUARE FEET, MORE OR LESS.

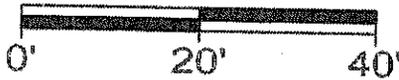
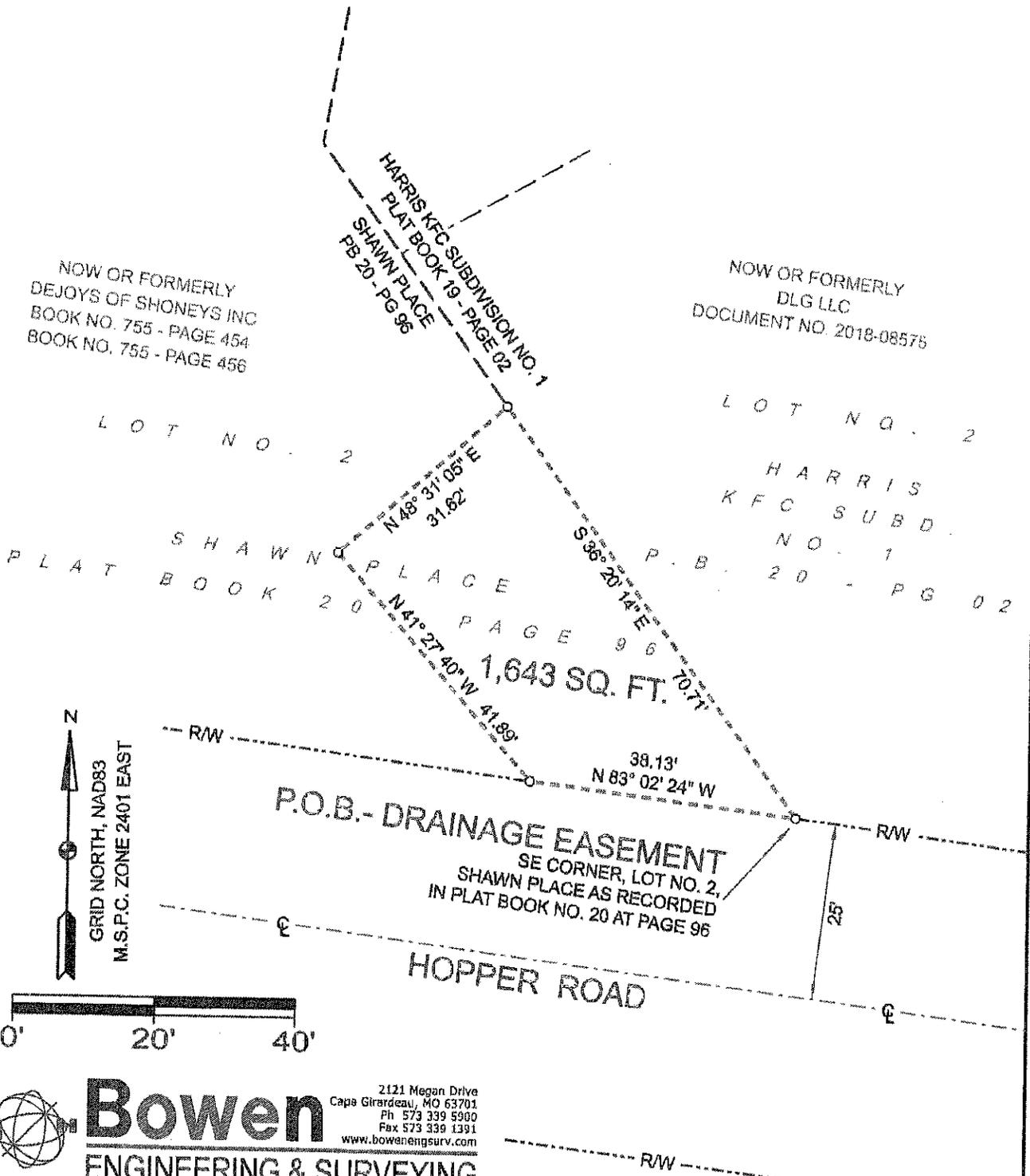
Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair certain drainage improvements and the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

[Remainder of page intentionally left blank. Signature page to follow]

EASEMENT EXHIBIT
 CITY AND COUNTY OF
 CAPE GIRARDEAU, MO

NOW OR FORMERLY
 DEJOYS OF SHONEYS INC
 BOOK NO. 755 - PAGE 454
 BOOK NO. 755 - PAGE 456

NOW OR FORMERLY
 DLG LLC
 DOCUMENT NO. 2018-08575



Bowen
 ENGINEERING & SURVEYING
 Consulting Engineers • Land Surveyors • Testing Laboratories

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

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-115

SUBJECT

An Ordinance approving the Record Plat of Jones Dunklin Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for resubdividing three tracts at 1737 Dunklin Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Jones Dunklin Subdivision, located at 1737 Dunklin Street. The subdivision is zoned R-3 (High Density Single-Family Residential). The plat resubdivides three tracts to form two new lots. The plat shows an exception for the omission of the required 10 foot utility easement along the front and rear lot lines of Lots 1 and 2. Staff supports the exception because there are no existing or proposed City utilities in the locations where the easement is required.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its May 8, 2019 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Record Plat Jones Dunklin.doc	Ordinance
<input type="checkbox"/> Staff Review-Referral-Action Form.pdf	Jones Dunklin Subdivision - Staff RRA Form
<input type="checkbox"/> Map - Jones Dunklin Subdivision.pdf	Jones Dunklin Subdivision - Map
<input type="checkbox"/> Application - Jones Dunklin Subdivision.pdf	Jones Dunklin Subdivision - Application
<input type="checkbox"/> 37431-RESUBDIVISION-Final 1.pdf	Jones Dunklin Subdivision - Record Plat

BILL NO. 19-83

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
JONES DUNKLIN SUBDIVISION

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

ARTICLE 1. The record plat of Jones Dunklin Subdivision, being a resubdivision of all of Lots 20 and 21 and the west 14 feet of Lot 22 in Block 1 of Kimmel's Addition as recorded in Plat Book 3 at Page 34 of the County Recorder's office in the City and County of Cape Girardeau, State of Missouri, submitted by A. G. Jones Properties L.L.C., bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated the 9th day of May, 2019, including all variances and exceptions, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

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

FILE: Jones Dunklin Subdivision

LOCATION: 1737 Dunklin Street

STAFF REVIEW & COMMENTS:

A record plat has been submitted which reconfigures one parcel into two (2) lots at 1737 Dunklin Street. SEE STAFF REPORT FOR MORE DETAILS.

[Signature]
 City Planner

4/25/19
 Date

W. Eric Cunningham
 City Attorney

APRIL 29, 2019
 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

[Signature]
 City Manager

April 29, 2019
 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

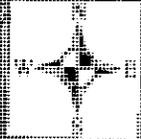
Kevin Greaser
 Kevin Greaser
 Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ Effective Date: _____

Jones Dunklin Subdivision



CITY OF CAPE GIRARDEAU

Created by: Development Services
Carol Peters
April 2, 2019

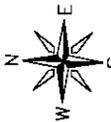


Legend

- Jones Dunklin Subdivision
- Parcels
- Lot Line

RECORD PLAT OF JONES DUNKLIN SUBDIVISION

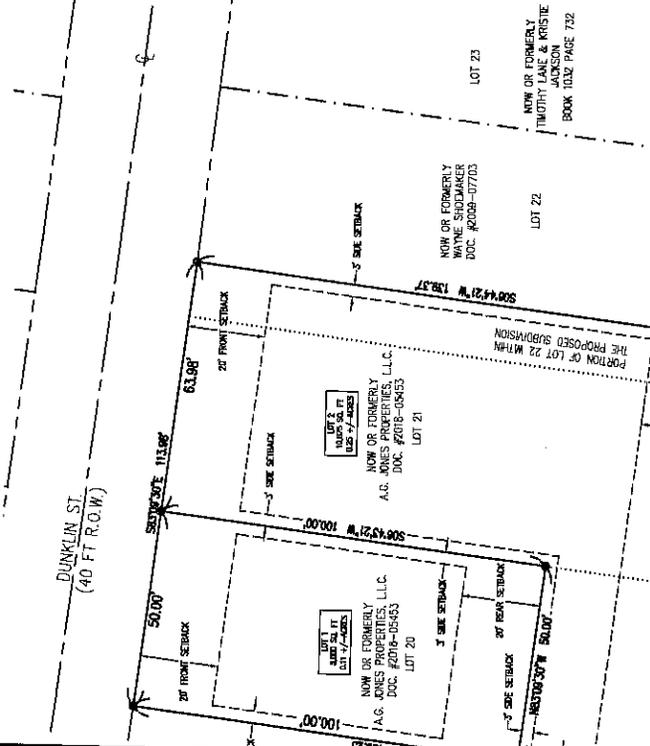
A RESUBDIVISION OF ALL OF LOTS 20 AND 21 AND THE WEST 14 FEET OF LOT 22 IN BLOCK 1 OF KIMMEL'S ADDITION AS RECORDED IN PLAT BOOK 3 AT PAGE 34 OF THE COUNTY RECORDER'S OFFICE, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



WEST COAST FROM MISSOURI STATE PLAT COORDINATE SYSTEM

LEGEND	
○	= FOUND IRON ROD
●	= SET IRON ROD
□	= FOUND ALUMINUM SQUARE
⊕	= CENTERLINE
—	= SUBDIVISION BOUNDARY LINE
- - -	= ADJOINER PROPERTY LINE
⋯	= LOT LINE TO BE ELIMINATED
—	= CENTERLINE OF ROAD
- - -	= RIGHT OF WAY LINE
- - -	= BUILDING SETBACK LINE

SUBDIVISION NOTES	
LOT SIZES	TOTAL NUMBER OF LOTS: 2 SMALLEST LOT SIZE: 6,800 SQ. FT. (0.11 ACRES) LARGEST LOT SIZE: 10,619 SQ. FT. (0.25 ACRES)
ZONING	R3 HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT FOR R-3 ZONING
BUILDING SETBACKS	FRONT SETBACKS: 20 FEET SIDE SETBACKS: 5 FEET REAR SETBACKS: 2 FEET
AREA AND PULK FOR R-3 ZONING	MINIMUM LOT AREA: 6,800 SQ. FT. (0.11 ACRES) MINIMUM LOT WIDTH: SINGLE FAMILY: 50.00 FT. MAXIMUM DENSITY: 9 UNITS PER ACRE PROPOSED USES: LOT 1: SINGLE FAMILY RESIDENTIAL
EXCEPTION NOTE	AN EXCEPTION TO THE COMMISSION OF THE RECORDING OFFICE HAS BEEN GRANTED FOR THE FRONT AND REAR LOT LINES OF LOTS 1 AND 2.
RECORD OWNER	A.G. JONES PROPERTIES, L.L.C. DATED: MAY 2, 2019 DOCUMENT NO. 2019-06643
DEVELOPER OF SUBDIVISION AND PLAT PREPARED FOR:	GERALD W. JONES I 257 WALDEN BLVD. CAPE GIRARDEAU, MO 63701 (636) 332-5208
PLAT PREPARED BY AND LAND SURVEYING SERVICES PROVIDED BY:	BO COCKER LAINE CAPE GIRARDEAU, MO 63701 (636) 332-5208



FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 280302028E WITH AN EFFECTIVE DATE OF SEPTEMBER 20, 2011.

Kimmel's Addition
Plat Book 3 Page 34



THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARD PRACTICES AND PROCEDURES OF A LICENSED SURVEYOR IN THE STATE OF MISSOURI, AS MADE EFFECTIVE DATE 30, 2017.

SUBDIVISION DEDICATION

We, the undersigned, Gerald W. Jones, II, and Amy S. Jones, Managers of A.G. Jones Properties, 221 Blackhawk Lane, Cape Girardeau, Missouri, 63701, do hereby dedicate to the City and County of Cape Girardeau, State of Missouri, the following described property as shown on the attached plat.

Beginning at the Southwest corner of Lot 20 of Kimmel's Addition, Thence with the West line of said Lot 20 North 05°43'21" East, 129.25 feet to a point on the South Right of Way line of the said Lot 20, thence with the said South Right of Way, South 87°09'50" East, 113.86 feet Thence South 33°34' South, 128.37 feet, Thence North 57°09'49" West, 113.84 feet to the Point of Beginning and containing 0.25 acre, to and including the same, and we do hereby dedicate and dedicate to the City and County of Cape Girardeau, State of Missouri, the following described property as shown on the attached plat.

Gerald W. Jones, II, Manager
A.G. Jones Properties, L.L.C.
Amy S. Jones, Manager
A.G. Jones Properties, L.L.C.

State of Missouri
County of Cape Girardeau

On this _____ day of _____, 2019, before me, a Notary Public for said State and County, I presented Gerald W. Jones, II and Amy S. Jones, Managers of A.G. Jones Properties, L.L.C., a Missouri limited liability company, who being duly sworn to be the persons described in the foregoing instrument, who executed by James as the true and lawful State of South Central Utility Company.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this _____ day of _____, A.D., 2019.

My commission expires _____

This was approved by the City of Cape Girardeau, Missouri, by Ordinance No. _____ passed and approved _____ day of _____, A.D., 2019.

City Clerk, City of Cape Girardeau, Missouri

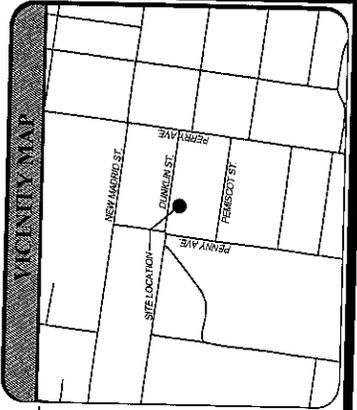
State of Missouri
County of Cape Girardeau

Filed for record this _____ day of _____, A.D., 2019.

County Clerk, City of Cape Girardeau, Missouri

KOEHLER
Professional Engineers & Land Surveyors
194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (636) 335 - 3626 Fax: (636) 335 - 3049

DRAWN BY	EANN BERGMAN	REV/DRAWN	REVISION
CHECKED BY	TRAVIS STEFFENS	DATE	03-13-2019
DATE	03-13-2019	ADDRESS	CITY COMMENTS
DRAWN NO.	57431		



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-116

SUBJECT

An Ordinance approving the Record Plat of Collins Mill Subdivision - Phase 3.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for the third phase of Collins Mill Subdivision.

BACKGROUND/DISCUSSION

A record plat has been submitted for Collins Mill Subdivision - Phase 3, located on Collins Mill Road. The subdivision is zoned R-1 (Single-Family Suburban Residential). The plat creates Lots 26 through 41. Right-of-way is being dedicated for two streets (Collins Mill Road and Old Mill Drive). The plat shows an exception for the omission of the required 10 foot utility easement along the rear lot line of Lot 26 and a portion of the rear lot line of Lot 27. Staff supports the exception because there are no existing or proposed City utilities in the locations where the easement is required.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its February 14, 2018 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Record Plat Collins Mill Subdivision - Phase 3.doc	Ordinance
<input type="checkbox"/> Staff Review-Referral-Action Form.pdf	Collins Mill Subdivision Phase 3 - Staff RRA Form
<input type="checkbox"/> Map - Collins Mill Subdivision - Phase 3.pdf	Collins Mill Subdivision Phase 3 - Map
<input type="checkbox"/> Application - Collins Mill Phase 3 Record Plat.pdf	Collins Mill Subdivision Phase 3 - Application
<input type="checkbox"/> 36251 - Collins Mill Subd. Phase 3 rev04-05-2018.pdf	Collins Mill Subdivision Phase 3 - Record Plat

BILL NO. 19-84

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
COLLINS MILL SUBDIVISION - PHASE 3

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

ARTICLE 1. The record plat of Collins Mill Subdivision - Phase 3, being that part of the Northwest $\frac{1}{4}$ of Section 35, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by Collins Mill Development Group, LLC, bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated May 14, 2019, including all variances and exceptions, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Name of Subdivision Collins Mill Subdivision - Phase 3		Type of Plat: Preliminary, Record, or Boundary Adjustment Record Plat	
Applicant Collins Mill Development Group, LLC		Property Owner of Record (if other than Applicant)	
Mailing Address 2722 County Road #318	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573.275.1110	Email dgeringer77@gmail.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Derrick Geringer, Managing Member		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Koehler Engineering & Land Surveying		Developer (if other than Applicant)	
Mailing Address 194 Coker Lane	City, State, Zip Cape Girardeau, Mo 63701	Mailing Address	City, State, Zip
Telephone 573.335.3026	Email mguess@koehlerengineering.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

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

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

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

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)
- Two (2) full size prints of the plat
- Digital file of the plat in .pdf format (can be emailed)

See instructions for more information.

CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. I acknowledge that plats for subdivisions involving public improvements will be held from City Council review until the improvements are completed and ready for acceptance by the City, or an escrow agreement for the improvements is executed. I further acknowledge that plats for subdivisions involving common land and/or elements require the submission of covenants and a deed ensuring the perpetual maintenance and supervision of the common land and/or elements by trustees prior to recording of the record plat.

Applicant Signature and Printed Name _____

Date _____

OFFICE USE ONLY	
Date Received & By <u>1-5-18 cp</u>	MUNIS Application No. <u>7282</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

Collins Mill Subdivision - Phase 3

Stag Pointe

THURGOOD LAWRENCE

© 2011 THURGOOD LAWRENCE

THURGOOD LAWRENCE



CITY OF CAPE GIRARDEAU

Created by: Development Services
Carol Peters
January 11, 2018



Legend

- Collins Mill Subdivision - Phase 3
- Collins Mill Subdivision - Phase 2
- Collins Mill Subdivision - Phase 1
- Parcels

Staff: Kelly Green P.E., City
Agenda: Engineer
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-117

SUBJECT

An Ordinance accepting four Permanent Sanitary Sewer and Utility Easements for Kensington Place Phase One, located in the city of Cape Girardeau, MO from Drury Property, Inc. and Drury Southwest, Inc.

EXECUTIVE SUMMARY

We have attached the Sanitary Easement from Drury Southwest that actually contains 4 easements. Easement #5 and #6 are the two easements that are for the Kensington Place Phase One.

BACKGROUND/DISCUSSION

This bill was previously introduced with its first reading in April, as Bill No 19-54 it was later discovered that ownership had changed. We are now requesting that the previous reading be redacted and introduce this as a first reading

FINANCIAL IMPACT

The Drury owners of Kensington Place Phase One have donated the Permanent Sanitary Sewer and Utility Easements to the City of Cape Girardeau.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Sewer and Utility Easements for Kensington Place Phase One, located in the city of Cape Girardeau, MO from various property owners.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Easements_4_Kensington.doc	Ordinance
<input type="checkbox"/> Kingston_South.pdf	Kingston South
<input type="checkbox"/> Kingston_North.pdf	kingston North
<input type="checkbox"/> Drury_Southwest_Executed_Easement.pdf	Drury Southwest Easements
<input type="checkbox"/> Kensington_Place_-_Easement_Plans_-_never_accepted.pdf	exhibit for Kensington

BILL NO. 19-86

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING FOUR PERMANENT
SANITARY SEWER AND UTILITY EASEMENTS FOR
KENSINGTON PLACE PHASE ONE, FROM DRURY
PROPERTIES, INC., AND DRURY SOUTHWEST, INC.,
IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby
accepts, and agrees to accept, four Permanent Sanitary Sewer and
Utility Easements from Drury Properties, Inc., and Drury
Southwest, Inc., for Kensington Place Phase One, in the City of
Cape Girardeau, Missouri, described as follows:

Permanent Sewer and Utility Easement:

0 Kingston Ave South

THAT PART OF LOT #2 OF KENSINGTON PLACE - PHASE ONE AS
RECORDED IN PLAT BOOK 24 AT PAGE 2 OF THE LAND
RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO
RECORDED IN DEED DOCUMENT NO. 2008-01829 OF THE LAND
RECORDS OF SAID COUNTY IN THE NORTHWEST QUARTER OF
SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE
COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI,
DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property
recorded in the Land Records of Cape Girardeau County,
Missouri in Deed Document No. 2006-12426; Thence North
00°50'33" West, 304.40 feet, to the point of
beginning; Thence continue North 00°50'33" West, 10.00
feet; Thence North 89°01'02" East, 245.18 feet; Thence
along the arc of a tangent curve to the left, having a
radius of 125.00 feet and a length of 63.24 feet, (the
chord of said arc bears North 74°31'22" East, 62.57 feet);
Thence North 60°01'42" East, 283.62 feet; Thence along the
arc of a tangent curve to the right, having a radius of 40.00
feet and a length of 62.83 feet, (the chord of said arc
bears South 74°58'18" East, 56.57 feet); thence South
29°58'18" East, 86.40 feet; Thence along the arc of a
tangent curve to the right, having a radius of 59.50 and a
length of 50.49 feet, (the chord of said arc bears South
05°39'47" East, 48.99 feet); Thence South 60°01'42" West,
17.95 feet; Thence along the arc of a non-tangent curve to
the Northwest, being concave to the Northeast, having

a radius of 49.50 and a length of 55.64 feet, (the chord of said arc bears North 02°13'56" East, 52.76 feet); Thence North 29°58'18" West, 86.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 30.00 feet and a length of 47.12 feet, (the chord of said arc bears North 74°58'18" West, 42.43 feet); Thence South 60°01'42" West, 338.48 feet; Thence South 00°49'59" East, 280.96 feet; Thence South 30°16'17" East, 16.61 feet; Thence South 89°10'16" West, 28.13 feet; Thence North 30°16'17" West, 9.22 feet; Thence North 00°49'59" West, 297.01 feet; Thence South 89°01'02" West, 238.16 feet to the point of beginning and containing 15,585 square feet, or 0.36 acres, more or less.

Permanent Sewer and Utility Easement:
0 Kingston Ave North

THAT PART OF LOT 3 OF KENSINGTON PLACE - PHASE ONE AS RECORDED IN PLAT BOOK 24 AT PAGE 2 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY , MISSOURI, ALSO PART OF A PROPERTY RECORDED IN DEED DOCUMENT NO. 2008-01829 OF THE LAND RECORDS OF SAID COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence North 00°50'33" West, 364.40 feet, to the point of beginning; Thence North 00°50'33" West, 10.00 feet; Thence North 89°01'02" East, 245.03 feet; Thence along the arc of a curve to the left, having a radius of 65.00 feet and a length of 2.55 feet, (the chord of said arc bears North 87°53'42" East, 2.55 feet); Thence North 00°50'24" West, 20.01 feet; Thence North 89°09'36" East, 15.00 feet; Thence South 00°50'24" East, 17.61 feet; Thence along the arc of a non-tangent curve to the Northeast, being concave to the Northwest, having a radius of 65.00 feet and a length of 15.11 feet, (the chord of said arc bears North 66°41'24" East, 15.08 feet); Thence North 60°01'42" East, 383.62 feet; Thence South 29°58'18" East, 50.00 feet; Thence North 60°01'42" East, 18.60 feet; Thence South 29°58'18" East, 20.00 feet; Thence South 60°01'42" West, 18.60 feet; Thence South 29°58'18" East, 116.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 49.50 feet and a length of 38.37 feet, (the chord of said arc bears

South 52°10'49" East, 37.42 feet); Thence North 60°01'42" East, 186.73 feet; Thence South 29°58'18" East, 10.00 feet; Thence South 60°01'42" West, 190.71 feet; Thence along the arc of a non-tangent curve to the Northwest, being concave to the Northeast, having a radius of 59.50 feet and a length of 50.49 feet, (the chord of said arc bears North 54°16'50" West, 48.99 feet); Thence North 29°58'18" West, 176.40 feet; Thence South 60°01'42" West, 373.62 feet; Thence along the arc of a tangent curve to the right, having a radius of 75.00 feet and a length of 37.95 feet, (the chord of said arc bears South 74°31'22" West, 37.54 feet); Thence South 89°01'02 West, 245.05 feet to the point of beginning and containing 11,395 square feet, or 0.26 acres, more or less.

Sanitary Sewer Easement:

THAT PART U.S.P.S. NO. 2241 AND PART OF A PROPERTY LISTED IN DEED DOCUMENT NO. 2006-12426 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence along the North line of said tract, North 89°10'16" East, 242.64 feet, to the point of beginning; Thence North 89°10'16" East, 28.13 feet; Thence South 30°16'17" East, 98.25 feet; Thence South 50°56'05" East, 141.64 feet; Thence South 11°18'51" East, 346.02 feet; Thence South 63°30'02" East, 160.24 feet; Thence South 51°54'39" West, 16.61 feet; Thence North 63°30'02" West, 160.46 feet; Thence North 11°18'51" West, 347.97 feet; Thence North 50°56'05" West, 131.29 feet; Thence South 20°47'29" East, 104.66 feet; Thence South 69°12'31" West, 15.00 feet; Thence North 20°47'29" West, 120.35 feet; Thence North 30°16'17" West, 104.05 feet to the point of beginning and containing 13,994 square feet, or 0.32 acres, more or less.

Sanitary Sewer Easement:

THAT PART OF U.S.P.S. 2241 AND A PROPERTY LISTED IN DEED BOOK 526 AT PAGE 532 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF

CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS
FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence, along the West line of said property, South 00°50'33" East, 811.67 feet, to a found Cotton Picker Spindle; Thence along the South line of said property North 89°10'16" East, 341.74 feet, to a found 1/2" iron rod; Thence, along the East line of said property, North 51°54'43" East, 349.18 feet, to the point of beginning; Thence North 51°54'39" East, 16.61 feet; Thence South 63°30'02" East, 41.87 feet; Thence North 54°55'06" East, 112.05 feet; Thence North 54°22'42" East, 345.90 feet; Thence North 39°51'19" East, 231.46 feet; Thence North 24°14'38" East, 207.06 feet; Thence South 89°11'25" West, 74.27 feet; Thence North 21°01'30" East, 16.16 feet; Thence North 89°11'25" East, 82.65 feet; Thence South 65°45'22" East, 13.32 feet; Thence South 24°14'38" West, 229.49 feet; Thence South 39°51'19" West, 236.75 feet; Thence South 54°22'42" West, 239.82 feet; Thence North 35°37'18" West, 5.00 feet; Thence South 54°22'42" West, 108.62 feet; Thence South 54°55'06" West, 125.03 feet; Thence South 59°00'01" West, 240.98 feet; Thence South 40°33'03" West, 39.27 feet; Thence South 25°34'20" West, 176.73 feet; Thence South 13°44'09" West, 385.45 feet; Thence South 30°31'37" East, 152.02 feet; Thence South 88°36'14" West, 17.17 feet; Thence North 30°31'37" West, 149.76 feet; Thence North 13°44'09" East, 393.10 feet; Thence North 25°34'20" East, 180.26 feet; Thence North 40°33'03" East, 43.68 feet; Thence North 59°00'01" East, 237.94 feet; Thence North 63°30'02" West, 40.49 feet to the point of beginning and containing 34,288 square feet, or 0.79 acres, more or less.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

PERMANENT SEWER AND UTILITY EASEMENT
0 Kingston Ave South

KNOW ALL MEN BY THESE PRESENTS: **Drury Properties, Inc., A Corporation** located in the County Greene, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART OF LOT #2 OF KENSINGTON PLACE - PHASE ONE AS RECORDED IN PLAT BOOK 24 AT PAGE 2 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO RECORDED IN DEED DOCUMENT NO. 2008-01829 OF THE LAND RECORDS OF SAID COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence North 00°50'33" West, 304.40 feet, to the point of beginning; Thence continue North 00°50'33" West, 10.00 feet; Thence North 89°01'02" East, 245.18 feet; Thence along the arc of a tangent curve to the left, having a radius of 125.00 feet and a length of 63.24 feet, (the chord of said arc bears North 74°31'22" East, 62.57 feet); Thence North 60°01'42" East, 283.62 feet; Thence along the arc of a tangent curve to the right, having a radius of 40.00 feet and a length of 62.83 feet, (the chord of said arc bears South 74°58'18" East, 56.57 feet); thence South 29°58'18" East, 86.40 feet; Thence along the arc of a tangent curve to the right, having a radius of 59.50 and a length of 50.49 feet, (the chord of said arc bears South 05°39'47" East, 48.99 feet); Thence South 60°01'42" West, 17.95 feet; Thence along the arc of a non-tangent curve to the Northwest, being concave to the Northeast, having a radius of 49.50 and a length of 55.64 feet, (the chord of said arc bears North 02°13'56" East, 52.76 feet); Thence North 29°58'18" West, 86.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 30.00 feet and a length of 47.12 feet, (the chord of said arc bears North 74°58'18" West, 42.43 feet); Thence South 60°01'42" West, 338.48 feet; Thence South 00°49'59" East, 280.96 feet; Thence South 30°16'17" East, 16.61 feet; Thence South 89°10'16" West, 28.13 feet; Thence North 30°16'17" West, 9.22 feet; Thence North 00°49'59" West, 297.01 feet; Thence South 89°01'02" West, 238.16 feet to the point of beginning and containing 15,585 square feet, or 0.36 acres, more or less.

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

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

IN WITNESS WHEREOF, the undersigned has executed this easement this 29 day of March, 2019

Drury Properties, Inc.

[Signature]

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

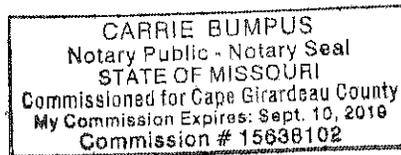
BE IT REMEMBERED, that on this 29 day of March, 2019 before me, the undersigned notary public, personally appeared, Darick Drury, who being by me duly sworn, did state that he is authorized to sign for **Drury Properties, Inc., A Corporation located in the County Of Greene, State Of Missouri**, and that the within instrument was executed on behalf of Drury Properties, and acknowledged that he has executed the same for the purposes therein contained.

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

Carrie Bumpus
Notary Public

My Commission Expires:

9/10/19



PERMANENT SEWER AND UTILITY EASEMENT
0 Kingston Ave North

KNOW ALL MEN BY THESE PRESENTS: **Drury Properties, Inc., A Corporation** located in the County Greene, State Of Missouri, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the City, the right, privilege, permission and authority to enter on and upon the following described property, which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

THAT PART OF LOT 3 OF KENSINGTON PLACE - PHASE ONE AS RECORDED IN PLAT BOOK 24 AT PAGE 2 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO PART OF A PROPERTY RECORDED IN DEED DOCUMENT NO. 2008-01829 OF THE LAND RECORDS OF SAID COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence North $00^{\circ}50'33''$ West, 364.40 feet, to the point of beginning; Thence North $00^{\circ}50'33''$ West, 10.00 feet; Thence North $89^{\circ}01'02''$ East, 245.03 feet; Thence along the arc of a curve to the left, having a radius of 65.00 feet and a length of 2.55 feet, (the chord of said arc bears North $87^{\circ}53'42''$ East, 2.55 feet); Thence North $00^{\circ}50'24''$ West, 20.01 feet; Thence North $89^{\circ}09'36''$ East, 15.00 feet; Thence South $00^{\circ}50'24''$ East, 17.61 feet; Thence along the arc of a non-tangent curve to the Northeast, being concave to the Northwest, having a radius of 65.00 feet and a length of 15.11 feet, (the chord of said arc bears North $66^{\circ}41'24''$ East, 15.08 feet); Thence North $60^{\circ}01'42''$ East, 383.62 feet; Thence South $29^{\circ}58'18''$ East, 50.00 feet; Thence North $60^{\circ}01'42''$ East, 18.60 feet; Thence South $29^{\circ}58'18''$ East, 20.00 feet; Thence South $60^{\circ}01'42''$ West, 18.60 feet; Thence South $29^{\circ}58'18''$ East, 116.40 feet; Thence along the arc of a tangent curve to the left, having a radius of 49.50 feet and a length of 38.37 feet, (the chord of said arc bears South $52^{\circ}10'49''$ East, 37.42 feet); Thence North $60^{\circ}01'42''$ East, 186.73 feet; Thence South $29^{\circ}58'18''$ East, 10.00 feet; Thence South $60^{\circ}01'42''$ West, 190.71 feet; Thence along the arc of a non-tangent curve to the Northwest, being concave to the Northeast, having a radius of 59.50 feet and a length of 50.49 feet; (the chord of said arc bears North $54^{\circ}16'50''$ West, 48.99 feet); Thence North $29^{\circ}58'18''$ West, 176.40 feet; Thence South $60^{\circ}01'42''$ West, 373.62 feet; Thence along the arc of a tangent curve to the right, having a radius of 75.00 feet and a length of 37.95 feet, (the chord of said arc bears South $74^{\circ}31'22''$ West, 37.54 feet); Thence South $89^{\circ}01'02''$ West, 245.05 feet to the point of beginning and containing 11,395 square feet, or 0.26 acres, more or less.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, maintain, construct, operate, and repair utilities and sewer lines and the related components from time to time, in, on, upon, or across said described property, and maintain with all the useful, necessary and proper adjuncts, appurtenances, and appliances in

SANITARY SEWER EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Drury Southwest, Inc., a Missouri corporation ("**Grantor**"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, does hereby grant and convey to the City of Cape Girardeau, Missouri, a municipal corporation ("**Grantee**"), a non-exclusive easement for the purpose of maintenance and repair of underground sanitary sewers within the boundaries of the land owned by the Grantor located in the County of Cape Girardeau, Missouri, (the "**Easement Area**"), more particularly described as follows:

DESCRIPTION - EASEMENT 1

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence South 54°22'10" East, 80.69 feet to the Point of Beginning; thence North 26°38'28" East, 364.49 feet; thence North 28°10'58" East, 336.99 feet; thence North 05°53'52" West, 138.65 feet; thence North 13°27'22" West, 281.05 feet to the Point of Termination and containing 22,441 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the North line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 2

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 318.30 feet; thence North 36°27'23" East, 310.87 feet; thence North 00°36'33" West, 169.87 feet to the Point of Beginning; thence South 82°50'01" East, 195.92 feet to the Point of Termination containing 3,701 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the West line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 3

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 165.64 feet to the Point of Beginning; thence continue North 00°36'33" West, 152.66 feet; thence North 36°27'23" East, 16.59 feet; thence South 00°36'33" East, 55.22 feet; thence South 02°29'04" East, 126.51 feet; thence North 42°30'03" West, 21.18 feet to the Point of Beginning containing 1,901 square feet, more or less.

DESCRIPTION - EASEMENT 4

A 20' WIDE STRIP OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, THE SAID 20' WIDE STRIP BEING 10' PARALLEL AND ADJACENT TO EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing from the Southeast corner of Lot #1 of Kensington Place - Phase One recorded in Plat Book 24 at Page 72 of the Cape Girardeau County Land Records; thence North 89°38'03" East, 112.54 feet; thence North 21°29'17" East, 81.72 feet; thence North 00°36'33" West, 150.66 feet to the Point of Beginning; thence

South 42°30'03" East, 159.11 feet to the Point of Termination containing 2,968 square feet, more or less. The sidelines of said easement being prolonged and shortened to terminate with the West line of this tract of land recorded in Book 526, Page 532.

DESCRIPTION - EASEMENT 5

THAT PART U.S.P.S. NO. 2241 AND PART OF A PROPERTY LISTED IN DEED DOCUMENT NO. 2006-12426 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence along the North line of said tract, North 89°10'16" East, 242.64 feet, to the point of beginning; Thence North 89°10'16" East, 28.13 feet; Thence South 30°16'17" East, 98.25 feet; Thence South 50°56'05" East, 141.64 feet; Thence South 11°18'51" East, 346.02 feet; Thence South 63°30'02" East, 160.24 feet; Thence South 51°54'39" West, 16.61 feet; Thence North 63°30'02" West, 160.46 feet; Thence North 11°18'51" West, 347.97 feet; Thence North 50°56'05" West, 131.29 feet; Thence South 20°47'29" East, 104.66 feet; Thence South 69°12'31" West, 15.00 feet; Thence North 20°47'29" West, 120.35 feet; Thence North 30°16'17" West, 104.05 feet to the point of beginning and containing 13,994 square feet, or 0.32 acres, more or less.

DESCRIPTION - EASEMENT 6

THAT PART OF U.S.P.S. 2241 AND A PROPERTY LISTED IN DEED BOOK 526 AT PAGE 532 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of a property recorded in the Land Records of Cape Girardeau County, Missouri in Deed Document No. 2006-12426; Thence, along the West line of said property, South 00°50'33" East, 811.67 feet, to a found Cotton Picker Spindle; Thence along the South line of said property North 89°10'16" East, 341.74 feet, to a found 1/2" iron rod; Thence, along the East line of said property, North 51°54'43" East, 349.18 feet, to the point of beginning; Thence North 51°54'39" East, 16.61 feet; Thence South 63°30'02" East, 41.87 feet; Thence North 54°55'06" East, 112.05 feet; Thence North 54°22'42" East, 345.90 feet; Thence North 39°51'19" East, 231.46 feet; Thence North 24°14'38" East, 207.06 feet; Thence South 89°11'25" West, 74.27 feet; Thence North 21°01'30" East, 16.16 feet; Thence North 89°11'25" East, 82.65 feet; Thence South 65°45'22" East, 13.32 feet; Thence South 24°14'38" West, 229.49 feet; Thence South 39°51'19" West, 236.75 feet; Thence South 54°22'42" West, 239.82 feet; Thence North 35°37'18" West, 5.00 feet; Thence South 54°22'42" West, 108.62 feet; Thence South 54°55'06" West, 125.03 feet; Thence South 59°00'01" West, 240.98 feet; Thence South 40°33'03" West, 39.27 feet; Thence South 25°34'20" West, 176.73 feet; Thence South 13°44'09" West, 385.45 feet; Thence South 30°31'37" East, 152.02 feet; Thence South 88°36'14" West, 17.17 feet; Thence North 30°31'37"

feet; Thence North 30°31'37" West, 149.76 feet; Thence North 13°44'09" East, 393.10 feet; Thence North 25°34'20" East, 180.26 feet; Thence North 40°33'03" East, 43.68 feet; Thence North 59°00'01" East, 237.94 feet; Thence North 63°30'02" West, 40.49 feet to the point of beginning and containing 34,288 square feet, or 0.79 acres, more or less.

SAID Easement is granted for the purpose of enabling Grantee, its agents, servants and assigns to use the Easement Areas for the purpose of operation, maintenance and repair of underground sanitary sewer improvements. Grantee shall be responsible for the maintenance, repair, replacement and operation of the underground sanitary sewer and storm sewer improvements and related adjuncts, appurtenances, manholes and appliances in connection therewith located in the Easement Areas, in a first class condition and in compliance with all laws, codes and other governmental requirements.

The grant of this Easement is and shall be subject to any and all matters of record, existing easements, and utilities, and further subject to the right of Grantor, its successors and assigns, tenants, servants, visitors and licensees, to use the Easement Area for any and all lawful purposes connected with the use and enjoyment of the Easement Area, and, the grant of this Easement is and shall be subject to the right of Grantor, its successors and assigns, to grant additional easements in the Easement Area for other purposes and for other utilities, including without limitation, gas, electric, telephone, cable, sewer, drainage, water and storm water sewer easements. Grantee covenants and agrees, subject to §537.610 RSMO, to defend, indemnify and save Grantor, its successors and assigns harmless from any and all cost, claims, damage and expense arising out of or resulting from Grantee's use of the Easement Area or the exercise of the rights, privileges, permission and authority herein granted, including without limitation cost, claims, damage, and expense arising out of or resulting from use by Grantee's agents, servants, assigns, contractors, employees, tenants, licensees and invitees of the Easement Area, or occasioned by the construction of any improvements by Grantee. Grantee covenants and agrees that it will, during the term of this Easement and at termination of this Easement and the rights, privileges, permission and authority herein granted, in whatever manner such termination occurs, repair any damage to Grantor's property and promptly return Grantor's property to the same or better condition as existed as of the Effective Date, free and clear of all claims, liens, charges, and encumbrances, excepting only those which may be placed thereon by Grantor.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of May, 2019.

*[The rest of this page intentionally left blank.
Signature page to follow.]*

GRANTOR:

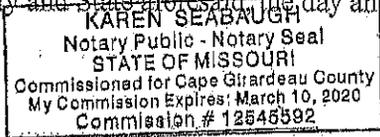
DRURY SOUTHWEST, INC.

By: Carolyn F. Bohnert
Carolyn F. Bohnert, Sr. Vice President

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

On this 10th day of May, 2019, before me personally appeared Carolyn F. Bohnert, known to me to be the person who executed the foregoing instrument, who, being by me duly sworn, did say that she is the Sr. Vice President of Drury Southwest, Inc., and that said instrument was signed in behalf of said corporation and acknowledged to me that she executed the same for the purposes stated therein and as the free act and deed of said corporation.

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



Karen Seabaugh
Notary Public

My commission expires: March 10, 2020

Staff: Kelly Green, P.E., City
Agenda: Engineer
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-xxxx

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Southeast Missouri State University, installation of 2" conduit under 350 block of North Henderson Avenue for fiber connection to parking lot 1-21 located at 335 North Henderson Avenue for security cameras in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

Southeast Missouri State University, has requested the City Manager execute a License and Indemnity Agreement to install 2" conduit under 350 block of North Henderson Avenue for fiber connection to parking lot 1-21 located at 335 North Henderson for security cameras. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Southeast Missouri State University, if the City allows the use of 335 North Henderson Avenue through 350 North Henderson Avenue Right of Way.

FINANCIAL IMPACT

There will be no financial impact for the City of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with Southeast Missouri State University, for installation of 2" conduit under 350 block of North Henderson Avenue for fiber connection to parking lot 1-21 located at 335 North Henderson for security cameras in the City Right of way.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> <u>L I SEMO 350 N Henderson.doc</u>	Resolution
<input type="checkbox"/> <u>Henderson Ave L I executed.pdf</u>	License & Indemnity

BILL NO. 19-93

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH SOUTHEAST MISSOURI STATE UNIVERSITY, FOR INSTALLATION OF CONDUIT FOR SECURITY CAMERAS ALONG 350 NORTH HENDERSON AVENUE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Southeast Missouri State University, for the installation of conduit for security cameras along 350 North Henderson Avenue, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Victor Gunn, Mayor Pro Tempore

ATTEST:

Bruce Taylor, Deputy City Clerk

LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City", granting Southeast Missouri State University, hereinafter known as "Licensees", permission to place certain improvements and conduct certain activities on City property which is located at the 300 Block of N. Henderson Ave. to Parking Lot 1-21 in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensees a license to place certain improvements to-wit:
To install 2" Conduit under 300 block of North Henderson Avenue for Fiber connection to Parking Lot 1-21 located at 335 North Henderson Avenue for security cameras.
2. Licensees, and their successors, heirs and assigns all agree as follows:
 - A. As a Missouri public institution of higher education, the University does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised States 105.711, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.
 - B. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
 - C. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended ("RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended ("CERCLA") and toxic substances as defined in the Toxic Substances Control Act as amended ("TSCA"). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
 - D. Nothing in this agreement or actions of the City in granting permission to place said improvements or conduct of such activities on the described property shall be construed to give the Licensee, any irrevocable rights to keep said improvements or activities on such property. The City Council reserves the right for the City Manager to terminate this agreement and to order the removal of said improvements and/or the cessation of said activities in the future at the cost of Licensees, their successors and assigns, for any reason. In such event, Licensees, or their successors and assigns, agree to remove said improvements and to cease such activities within thirty (30) days of notice. Should Licensees, or their successors, heirs or assigns fail to comply with any of the terms of this agreement, the City of Cape Girardeau reserves the right to make any repairs or alterations deemed necessary by the City of Cape Girardeau by giving Licensees, or their successors, heirs or assigns, thirty (30) days notice and such persons, successors, heirs or assigns hereby agree that they will pay for any

Southeast Missouri State University

Kathy M. Mangels
Southeast Missouri State University
Vice President Finance & Admin.

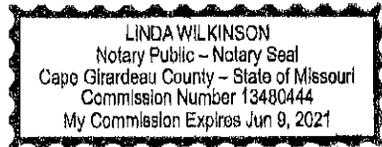
STATE OF mo
COUNTY OF Cape Girardeau ss.

BE IT REMEMBERED, that on this 23 day of May, 2019, before me, the undersigned notary public, personally appeared Kathy Mangels, who being by me duly sworn, did state that she is the Vice President for Finance and Administration for Southeast Missouri State University, and that the seal affixed to the foregoing instrument is the seal of said University and that the said instrument was signed and sealed on behalf of said University by authority of its Board of Regents and acknowledge said instrument to be the free act and deed of said University.

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

Linda Wilkinson
Notary Public

My Commission Expires:
6-9-21



Staff: Kelly Green, P.E., City
Agenda: Engineer
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Accept Improvements and Authorize Final Payment to Lappe Cement Finishing, Inc., for the Bloomfield Road, Phase 5 Project.

EXECUTIVE SUMMARY

This project consisted of road reconstruction and improvements including 28' wide section of concrete pavement, 2 precast concrete bridges, storm sewers, an 8' wide section of asphalt trail, a 12-inch waterline, 6-inch sanitary sewer force main and any other related construction items as stated in the Specifications or shown on the Project Plans prepared by BFA Consultants/Engineers/Surveyors, Inc. and dated June 13, 2016 for the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The Engineer's Final Report for this work is attached and provides further details. These improvements were inspected by the City's Engineering Division, were satisfactorily completed and are ready for acceptance in the City's system.

FINANCIAL IMPACT

The construction work was completed for a total of \$2,906,119.53. Funding for this project was provided by the Transportation Trust Fund, Phase 5.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

This section of Bloomfield Road has seen a considerable increase in usage since the Dalhousie Golf Course opened and the construction of multiple houses. Travel safety for our citizens demanded an upgrade of the pavement width and slope clearance for travel and sight distance. The trail will also improve pedestrian safety and promotes a healthier environment for our citizens.

STAFF RECOMMENDATION

Staff recommends the City Council, by motion, accept the improvements as indicated and authorize final payment to Lappe Cement Finishing, Inc., for the Bloomfield Road, Phase 5 Project.

ATTACHMENTS:

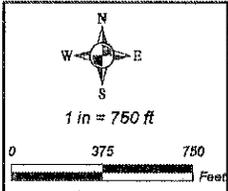
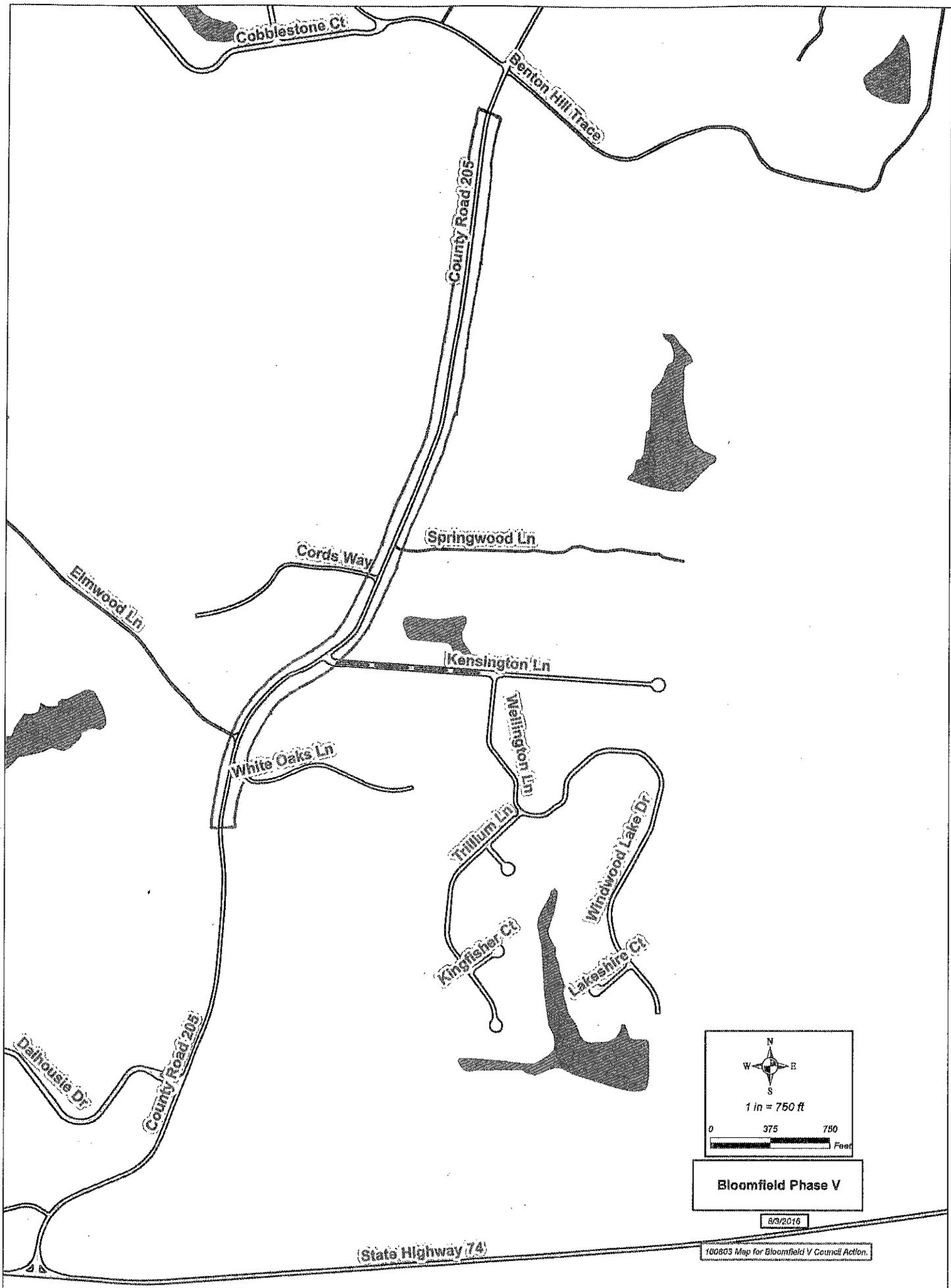
Name:	Description:
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[Bloomfield - 6158 Map.pdf](#)

Bloomfield Road, Phase 5

[Eng Final Report - 6158.pdf](#)

Engineer's Final Report



Bloomfield Phase V

6/3/2016

State Highway 74

180803 Map for Bloomfield V Council Action.

May 28, 2019

Engineer's Final Report on the Reconstruction of Bloomfield Road, Phase V

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

Dear Sir:

I hereby report that the improvements to Bloomfield Road from County Road 206 [a.k.a. Benton Hill Road] to White Oaks Lane have been completed. The project included approximately 5,090 linear feet of a 28' wide section of concrete pavement, curbs and gutters, 4,675 linear feet of 8-foot wide asphalt trail pavement and replacement of two large culverts with precast concrete bridges per plans prepared by BFA Consultants/Engineers/Surveyors, Inc. and dated June 13, 2016. This project also included the installation of 3,658 linear feet of 12" waterline, 4,620 linear feet of 6" Force Main. The work was completed by Lappe Cement Finishing, Incorporated in accordance with the plans, specifications, contract and ordinances adopted by the City Council therefor as modified by three (3) Change Orders. This improvement was one of the items funded by the Transportation Trust Funds Sales Tax Program IV approved by the voters.

Change Order # 1 provided for the reduction of the HDPE Force Main and the removal of Bridge Form Liners. Several bid items were also increased with this change order to accommodate actual site conditions and items which were not accounted for in the original plans. New items added per this change order included the removal and trimming of additional trees within the right of way and the soil remediation due to excessively wet areas from underground water. Additional excavation and rock was used to correct the soil issues in multiple areas of the project. Change Order #2 provided for the increase in fence installation up to that time of construction. Change Order # 3 brought all items to As Constructed quantities. The overall cost of the project was increased by \$208,628.20 in Change Order Nos. 1, 2 and 3 for a new construction contract amount of \$2,906,119.53.

Progress of the contract work proceeded satisfactorily toward substantial completion. Change order #1 added work that was expected to be completed without extended delay but past the completion date. Extension of time was agreed but was not added in this change order. Change order # 2 added more fence and allowed for payment of the fencing up to that point in time and for time extension. Remaining work continued and the new roadway was opened for traffic September 19, 2017. Incidental work and punch list items including regrading in some areas, continued as weather permitted through winter and beyond. A slope failure occurred in the spring of 2018 that caused significantly more delays while a solution was to be designed and then installed by the contractor. The last of the drainage issues were completed March 20, 2019.

Circumstances described in the three (3) change orders extended the project time significantly. The original contract time was three hundred and thirty (330) calendar days for substantial completion and three hundred and sixty (360) calendar days for final completion which were September 25, 2017 and October 25, 2017 respectively. Change Order #2 added 213 additional days for both substantial and final completion dates which were April 20, 2018 and May 20, 2018. Change Order #3 provided for the update of as-built quantities and added 334 additional days for substantial completion and 376 additional days for final completion, which were March 20, 2019 and May 31, 2019 respectively. The contractor met the extended deadlines.

I have computed the cost of said construction which is as follows:

No	Item	Unit	Qty	Unit Price	Completed Price
1	GENERAL CONTRACT REQUIREMENTS	LS	1	\$ 164,800.00	\$ 164,800.00
2	CLEARING AND GRUBBING	AC	5	\$ 1,990.00	\$ 9,950.00
3	TRAFFIC CONTROL	LS	1	\$ 22,400.00	\$ 22,400.00
4	REMOVAL OF ASPHALT PAVEMENT AND BASE	SY	12,606	\$ 9.20	\$ 115,975.20
5	REMOVAL OF CONCRETE PAVEMENT AND BASE	SY	521	\$ 10.60	\$ 5,522.60
6	REMOVAL OF TREE WITH TRUNK >4" TO 12"	EA	87	\$ 88.00	\$ 7,656.00
7	REMOVAL OF TREE WITH TRUNK >12" TO 24"	EA	44	\$ 360.00	\$ 15,840.00
8	REMOVAL OF TREE WITH TRUNK >24" TO 36"	EA	20	\$ 700.00	\$ 14,000.00
9	REMOVAL OF TREE WITH TRUNK >36" TO 54"	EA	3	\$ 1,070.00	\$ 3,210.00
10	REMOVAL OF TREE STUMP	EA	6	\$ 395.00	\$ 2,370.00
11	REMOVAL OF 12" CMP	LF	40	\$ 9.00	\$ 360.00
12	REMOVAL OF 15" CMP	LF	77	\$ 9.00	\$ 693.00
13	REMOVAL OF 18" CMP	LF	31	\$ 9.00	\$ 279.00
14	REMOVAL OF 21" CMP	LF	25	\$ 9.00	\$ 225.00
15	REMOVAL OF 24" CMP	LF	73	\$ 10.00	\$ 730.00
16	REMOVAL OF 24" RCP	LF	65	\$ 22.00	\$ 1,430.00
17	REMOVAL OF FLARED END SECTION	EA	2	\$ 380.00	\$ 760.00
18	REMOVAL OF JUNCTION BOX	EA	1	\$ 1,480.00	\$ 1,480.00
19	REMOVAL OF SIGNS	EA	12	\$ 68.00	\$ 816.00
20	REMOVAL OF FIRE HYDRANT ASSEMBLY	EA	7	\$ 375.00	\$ 2,625.00
21	REMOVE UNDERGROUND CABLE	LF	30	\$ 5.00	\$ 150.00
22	REMOVE GAS LINE	LF	90	\$ 6.00	\$ 540.00
23	RELOCATE MAILBOX	EA	1	\$ 260.00	\$ 260.00
24	REMOVE CONCRETE CURB	LF	16	\$ 10.00	\$ 160.00
25	REMOVE 6" PVC PIPE	LF	14	\$ 6.00	\$ 84.00
26	REMOVE GRAVEL SURFACE	SY	124	\$ 4.00	\$ 496.00
27	REMOVE BOX CULVERT WITH WING WALLS	EA	2	\$ 3,600.00	\$ 7,200.00
28	EARTHWORK EXCAVATION	CY	3,350	\$ 6.40	\$ 21,440.00
29	EARTHWORK EMBANKMENT	CY	9,500	\$ 6.00	\$ 57,000.00
30	EARTHWORK BORROW	CY	6,150	\$ 8.80	\$ 54,120.00
31	PRECAST CONCRETE BRIDGE STRUCTURES	EA	2	\$ 110,000.00	\$ 220,000.00
32	PRECAST CONCRETE BRIDGE INSTALLATION	EA	2	\$ 51,640.00	\$ 103,280.00
33	ADJUST EXISTING 12" WATERLINE	EA	11	\$ 8,350.00	\$ 91,850.00
34	ADJUST EXISTING 6" FORCE MAIN	EA	18	\$ 4,350.00	\$ 78,300.00
35	12" RCP	LF	85	\$ 46.00	\$ 3,910.00

36	15" RCP	LF	2,000	\$ 58.00	\$ 116,000.00
37	18" RCP	LF	380	\$ 65.00	\$ 24,700.00
38	24" RCP	LF	325	\$ 72.00	\$ 23,400.00
39	36" RCP	LF	25	\$ 89.00	\$ 2,225.00
40	24" x 38" RCP	LF	10	\$ 175.00	\$ 1,750.00
41	34" x 53" RCP	LF	40	\$ 200.00	\$ 8,000.00
42	6" PVC DRAIN PIPE	LF	16	\$ 22.00	\$ 352.00
43	TRENCH DRAIN	LF	60	\$ 76.00	\$ 4,560.00
44	AREA INLET (3' X 3')	EA	2	\$ 3,000.00	\$ 6,000.00
45	CATCH BASIN (SIZED PER TABLE A on DTL-2)	EA	28	\$ 3,500.00	\$ 98,000.00
46	15" FLARED END SECTION	EA	2	\$ 2,000.00	\$ 4,000.00
47	18" FLARED END SECTION	EA	1	\$ 2,400.00	\$ 2,400.00
48	24" FLARED END SECTION	EA	2	\$ 2,900.00	\$ 5,800.00
49	34" x 53" FLARED END SECTION	EA	1	\$ 6,700.00	\$ 6,700.00
50	JUNCTION BOX (28 and 29A)	EA	2	\$ 7,200.00	\$ 14,400.00
51	JUNCTION BOX	EA	2	\$ 8,300.00	\$ 16,600.00
52	ASPHALT TRAIL PAVEMENT	SY	4,448	\$ 25.55	\$ 113,646.40
53	5" CONCRETE SIDEWALK	SY	140	\$ 44.00	\$ 6,160.00
54	8" CONCRETE PAVEMENT	SY	15,200	\$ 42.90	\$ 652,080.00
55	7" CONCRETE DRIVE APPROACH	SY	1,220	\$ 40.00	\$ 48,800.00
56	6" INTEGRAL UPRIGHT CURB	LF	9,460	\$ 1.80	\$ 17,028.00
57	4" WIDE CONTINUOUS YELLOW STRIPING	LF	10,124	\$ 0.68	\$ 6,884.32
58	4" WIDE WHITE STRIPE	LF	9,452	\$ 0.68	\$ 6,427.36
59	8" WIDE WHITE PEDESTRIAN STRIPES	LF	120	\$ 7.00	\$ 840.00
60	24" WIDE WHITE STOP BAR	LF	76	\$ 9.00	\$ 684.00
61	2' x 4' TRUNCATED DOME PANELS	LF	32	\$ 43.10	\$ 1,379.20
62	TRAFFIC SIGNAGE	EA	30	\$ 240.00	\$ 7,200.00
63	HEADWALL WITH WINGWALLS (HW 28 A)	SF	400	\$ 17.45	\$ 6,980.00
64	RIP-RAP 6" TO 12"	SY	260	\$ 25.00	\$ 6,500.00
65	RIP-RAP 12" TO 18"	SY	1,083	\$ 26.50	\$ 28,699.50
66	SEED AND MULCH	AC	5	\$ 3,490.00	\$ 17,450.00
67	SOD	SY	700	\$ 9.75	\$ 6,825.00
68	SILT FENCE	LF	4,800	\$ 2.50	\$ 12,000.00
69	EROSION CONTROL BLANKET	SY	9,825	\$ 2.75	\$ 27,018.75
70	EROSION EEL	LF	430	\$ 13.50	\$ 5,805.00
71	SAW CUT EXISTING PAVEMENT	LF	230	\$ 7.50	\$ 1,725.00
72	DRAINTILE	LF	500	\$ 9.60	\$ 4,800.00
73	GUARD RAIL	LF	170	\$ 43.00	\$ 7,310.00
74	NEW FENCE	LF	100	\$ 86.00	\$ 8,600.00

75	RELOCATE OR REPLACE EXISTING FENCE	LF	1,375	\$ 10.00	\$ 13,750.00
	ADD ALTERNATE ONE: 12" WATERLINE				
76	12" C900 PVC WATERLINE	LF	4920	\$ 39.00	\$ 191,880.00
77	CONNECT NEW 12" WATERLINE TO EXISTING	EA	2	\$ 6,700.00	\$ 13,400.00
78	CONNECT EXISTING SERVICES TO NEW WATERLINE	EA	6	\$ 630.00	\$ 3,780.00
79	12" GATE VALVE	EA	18	\$ 2,375.00	\$ 42,750.00
80	FIRE HYDRANT ASSEMBLY	EA	11	\$ 3,400.00	\$ 37,400.00
81	ABANDONE EXISTING WATERLINE IN PLACE	LS	1	\$ 3,600.00	\$ 3,600.00
82	REMOVE EXISTING WATERLINE AT CONFLICTS	EA	11	\$ 1,890.00	\$ 20,790.00
83	DELETE ITEM #33	LS	1	\$ (90,000.00)	\$ (90,000.00)
	ADD ALTERNATE TWO: 6" FORCE MAIN				
84	6" HDPE FORCE MAIN	LF	4,780	\$ 25.00	\$ 119,500.00
85	CONNECT NEW 6" FORCE MAIN TO EXISTING	EA	2	\$ 3,650.00	\$ 7,300.00
86	COMBINATION AIR VALVE	EA	5	\$ 2,200.00	\$ 11,000.00
87	ABANDONE EXISTING FORCE MAIN IN PLACE	LS	1	\$ 3,580.00	\$ 3,580.00
88	REMOVE EXISTING FORCE MAIN AT CONFLICTS	EA	18	\$ 1,640.00	\$ 29,520.00
89	DELETE ITEM #34	LS	1	\$ (76,000.00)	\$ (76,000.00)
	ADD ALTERNATE THREE				
90	BRIDGE FORM LINERS	SF	800	\$ 32.00	\$ 25,600.00
	CHANGE ORDER #1				
	ITEMS REDUCED				
84	6" HDPE FORCE MAIN	LF	-160	\$ 25.00	\$ (4,000.00)
90	BRIDGE FORM LINERS	SF	-800	\$ 32.00	\$ (25,600.00)
	ITEMS INCREASED				
8	REMOVAL OF TREE WITH TRUNK >24" TO 36"	EA	7	\$ 700.00	\$ 4,900.00
9	REMOVAL OF TREE WITH TRUNK >36" TO 54"	EA	4	\$ 1,070.00	\$ 4,280.00
22	REMOVE GAS LINE	LF	214	\$ 6.00	\$ 1,284.00

31	PRECAST CONCRETE BRIDGE STRUCTURES	EA	2	\$ 27,690.00	\$ 55,380.00
32	PRECAST CONCRETE BRIDGE INSTALLATION	EA	2	\$ 12,196.80	\$ 24,393.60
36	15" RCP	LF	54	\$ 58.00	\$ 3,132.00
37	18" RCP	LF	294	\$ 65.00	\$ 19,110.00
44	AREA INLET (3' X 3')	EA	1	\$ 3,000.00	\$ 3,000.00
46	15" FLARED END SECTION	EA	2	\$ 2,000.00	\$ 4,000.00
53	5" CONCRETE SIDEWALK	SY	100	\$ 44.00	\$ 4,400.00
55	7" CONCRETE DRIVE APPROACH	SY	90	\$ 40.00	\$ 3,600.00
64	RIP-RAP 6" TO 12"	SY	40	\$ 25.00	\$ 1,000.00
65	RIP-RAP 12" TO 18"	SY	45	\$ 26.50	\$ 1,192.50
72	DRAINTILE	LF	100	\$ 9.60	\$ 960.00
74	NEW FENCE	LF	200	\$ 86.00	\$ 17,200.00
77	CONNECT NEW 12" WATERLINE TO EXISTING	EA	2	\$ 6,700.00	\$ 13,400.00
	ADDITIONAL NEW ITEMS				
91	56" TREE REMOVAL	EA	1	\$ 2,650.00	\$ 2,650.00
92	TREE TRIMMING	HR	10	\$ 350.00	\$ 3,500.00
93	FRENCH DRAIN	Ton	400	\$ 42.00	\$ 16,800.00
94	4" CONCRETE DITCH LINER	SF	400	\$ 10.35	\$ 4,140.00
95	REMOVE 12" X 6" TEE AT DALHOUSIE	LS	1	\$ 4,565.00	\$ 4,565.00
96	8" WATER STUBOUT	EA	2	\$ 4,796.00	\$ 9,592.00
97	UNCLASSIFIED CRUSHED ROCK	Ton	1700	\$ 30.00	\$ 51,000.00
98	SLOPE PROTECTION ROCK 6" TO 12"	Ton	120	\$ 50.00	\$ 6,000.00
99	SLOPE PROTECTION ROCK 12" TO 18"	Ton	150	\$ 65.00	\$ 9,750.00
100	BRIDGE FOUNDATION ROCK 6" CLEAN	Ton	557.3	\$ 54.00	\$ 30,094.20
101	FIELD CUT CB AND CONNECT 15" RCP	EA	1	\$ 1,220.00	\$ 1,220.00
102	RAISE HEIGHT OF 2 INLET BOXES	VF	3.5	\$ 545.00	\$ 1,907.50
	CHANGE ORDER #2				
	ITEMS INCREASED				
74	NEW FENCE	LF	164	\$ 86.00	\$ 14,104.00
	ADDITIONAL NEW ITEMS				
103	NEW FENCE WITH DEEPER POSTS	LF	50	\$ 100.00	\$ 5,000.00
	CHANGE ORDER #3				

	ITEMS REDUCED					
4	REMOVAL OF ASPHALT PVMT AND BASE	SY	-146.67	\$	9.20	\$ (1,349.36)
5	REMOVAL OF CONCRETE PVMT AND BASE	SY	-138	\$	10.60	\$ (1,462.80)
7	REMOVAL OF TREE WITH TRUNK >12" TO 24"	EA	-7	\$	360.00	\$ (2,520.00)
15	REMOVAL OF 24" CMP	LF	-10	\$	10.00	\$ (100.00)
19	REMOVAL OF SIGNS	EA	-1	\$	68.00	\$ (68.00)
25	REMOVE 6" PVC PIPE	LF	-14	\$	6.00	\$ (84.00)
26	REMOVE GRAVEL SURFACE	SY	-124	\$	4.00	\$ (496.00)
28	EARTHWORK EXCAVATION	CY	-193	\$	6.40	\$ (1,235.20)
30	EARTHWORK BORROW	CY	-345	\$	8.80	\$ (3,036.00)
33	ADJUST EXISTING 12" WATERLINE	EA	-11	\$	8,350.00	\$ (91,850.00)
34	ADJUST EXISTING 6" FORCE MAIN	EA	-18	\$	4,350.00	\$ (78,300.00)
35	12" RCP	LF	-0.5	\$	46.00	\$ (23.00)
37	18" RCP	LF	-1.1	\$	65.00	\$ (71.50)
38	24" RCP	LF	-6.3	\$	72.00	\$ (453.60)
39	36" RCP	LF	-3.1	\$	89.00	\$ (275.90)
40	24"X38" RCP	LF	-1.9	\$	175.00	\$ (332.50)
41	34"X53" RCP	LF	-10.1	\$	200.00	\$ (2,020.00)
42	6" PVC DRAIN PIPE	LF	-6	\$	22.00	\$ (132.00)
43	TRENCH DRAIN	LF	-7	\$	76.00	\$ (532.00)
45	CATCH BASIN (SIZED PER TABLE A ON DTL-2)	EA	-1	\$	3,500.00	\$ (3,500.00)
52	ASPHALT TRAIL PAVEMENT	SY	-292.2	\$	25.55	\$ (7,465.71)
55	7" CONCRETE DRIVE APPROACH	SS	-81.7	\$	40.00	\$ (3,268.00)
58	4" WIDE WHITE STRIPE	LF	-9452	\$	0.68	\$ (6,427.36)
60	24" WIDE WHITE STOP BAR	LF	-76	\$	9.00	\$ (684.00)
64	RIP-RAP 6" TO 12"	SY	-63.6	\$	25.00	\$ (1,590.00)
65	RIP-RAP 12" TO 18"	SY	-993.1	\$	26.50	\$ (26,317.15)
68	SILT FENCE	LF	-2644	\$	2.50	\$ (6,610.00)
69	EROSION CONTROL BLANKET	SY	-7269.5	\$	2.75	\$ (19,991.13)
70	EROSION EEL	LF	-430	\$	13.50	\$ (5,805.00)
71	SAW CUT EXISTING PAVEMENT	LF	-16	\$	7.50	\$ (120.00)
72	DRAIN TILE	LF	-265	\$	9.60	\$ (2,544.00)
73	GUARD RAIL	LF	-170	\$	43.00	\$ (7,310.00)
75	RELOCATE OR REPLACE EXISTING FENCE	LF	-525	\$	10.00	\$ (5,250.00)
76	12" C900 PVC WATERLINE	LF	-1262	\$	39.00	\$ (49,218.00)
78	CONNECT EXISTING SERVICES TO NEW WATERLINE	LF	-5	\$	630.00	\$ (3,150.00)
79	12" GATE VALVE	EA	-12	\$	2,375.00	\$ (28,500.00)
82	REMOVE EXISTING WATERLINE AT CONFLICTS	EA	-9	\$	1,890.00	\$ (17,010.00)

83	DELETE ITEM # 33	LS	-1	\$ (90,000.00)	\$ 90,000.00
86	COMBINATION AIR VALVE	EA	-1	\$ 2,200.00	\$ (2,200.00)
88	REMOVE EXISTING FORCE MAIN AT CONFLICTS	EA	-17	\$ 1,640.00	\$ (27,880.00)
89	DELETE ITEM # 34	LS	-1	\$ (76,000.00)	\$ 76,000.00
94	4" CONCRETE DITCH LINER	SF	-43.7014	\$ 10.35	\$ (452.31)
	ITEMS INCREASED:				
6	REMOVAL OF TREE WITH TRUNK >4" TO 12"	EA	8	\$ 88.00	\$ 704.00
8	REMOVAL OF TREE WITH TRUNK >24" TO 36"	EA	2	\$ 700.00	\$ 1,400.00
9	REMOVAL OF TREE WITH TRUNK >36" TO 54"	EA	3	\$ 1,070.00	\$ 3,210.00
11	REMOVAL OF 12" CMP	LF	62	\$ 9.00	\$ 558.00
20	REMOVAL OF FIRE HYDRANT ASSEMBLY	EA	5	\$ 375.00	\$ 1,875.00
22	REMOVE GAS LINE	LF	396	\$ 6.00	\$ 2,376.00
23	RELOCATE MAIL BOX	EA	1	\$ 260.00	\$ 260.00
29	EARTHWORK EMBANKMENT	CY	455	\$ 6.00	\$ 2,730.00
51	JUNCTION BOX	EA	1	\$ 8,300.00	\$ 8,300.00
53	5" CONCRETE SIDEWALK	SY	2	\$ 44.00	\$ 88.00
54	8" CONCRETE PAVEMENT	SY	636	\$ 42.90	\$ 27,284.40
56	6" INTEGRAL UPRIGHT CURB	LF	733.6	\$ 1.80	\$ 1,320.48
62	TRAFFIC SIGNAGE	EA	7	\$ 240.00	\$ 1,680.00
67	SOD	SY	50	\$ 9.75	\$ 487.50
80	FIRE HYDRANT ASSEMBLY	EA	1	\$ 3,400.00	\$ 3,400.00
93	FRENCH DRAIN	TON	197.7	\$ 42.00	\$ 8,303.40
96	8" WATER STUBOUT	EA	1	\$ 4,796.00	\$ 4,796.00
97	UNCLASSIFIED CRUSHED ROCK	TON	721	\$ 30.00	\$ 21,630.00
98	SLOPE PROTECTION ROCK 12" TO 18"	TON	23.88	\$ 50.00	\$ 1,194.00
99	SLOPE PROTECTION ROCK 12" TO 18"	TON	5.41	\$ 65.00	\$ 351.65
	ADDITIONAL NEW ITEMS:				
104	REPLACE OBSTRUCTION MARKER SIGNS	EA	2	\$ 170.00	\$ 340.00
105	REINSTALL SPRINGWOOD SIGN	EA	1	\$ 120.00	\$ 120.00
106	STABILIZE SLOPE	SY	385	\$ 110.87	\$ 42,684.95
107	ADDITIONAL TREE REMOVAL	HR	30	\$ 450.00	\$ 13,500.00
108	FENCE REPAIR	LS	1	\$ 3,475.00	\$ 3,475.00
109	ROCK AGGREGATE BACKFILL AT UNSTABLE TRENCH	TON	224.7	\$ 18.20	\$ 4,089.54
110	PRICE ADJUSTMENT	LS	1	\$ 4,150.00	\$ 4,150.00

TOTAL CONTRACT ITEMS					\$	2,906,119.53
	LESS PREVIOUS PAYMENTS			\$	2,661,402.55	
	AMOUNT DUE THE CONTRACTOR			\$	244,716.98	
	CONSULTANT DESIGN			\$	218,710.46	
	CITY ENGINEERING ADMINISTRATION / DESIGN COSTS			\$	82,712.63	
	CONSTRUCTION ENGINEERING/INSPECTION COSTS			\$	148,945.16	
	ACQUISITIONS, EASEMENTS			\$	240,717.00	
	CONDEMNATION COSTS			\$	74,554.17	
	OTHER COSTS			\$	1,968.08	
TOTAL CONSTRUCTION COSTS					\$	3,673,727.03

Total length of project – 5,090 lineal feet (.96 mile)

Resolution No. 3007 passed on August 15, 2016 authorizing the City Manager to enter into an agreement with Lappe Cement Finishing, Inc., for this project in the amount of \$2,697,491.33.

The Transportation Trust Fund IV provided the monies for the costs associated with the improvements to Bloomfield Road Phase V project.

Though this project is complete at this time, there may be additional costs associated with this project due to the ongoing condemnation lawsuit.

Sincerely,



Kelly Green, P. E.
 City Engineer

KG/cr

Project Reference Code: 1737025-71160-P1009
 Purchase Order: 170993
 Engineering Division Project # 6158

Staff: Kelly Green P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Acceptance of public improvements to serve Collins Mill Subdivision Phase 2 and Collins Mill Subdivision Phase 3, in the City of Cape Girardeau.

BACKGROUND/DISCUSSION

Collins Mill Development Group, LLC (Derrick Geringer) constructed additional public improvements to serve Collins Mill Subdivision Phase 2. These improvements consisted of lighting infrastructure which was previously escrowed.

Lighting

3 streetlights

Collins Mill Development Group, LLC (Derrick Geringer) also constructed public improvements to serve Collins Mill Subdivision Phase 3. These improvements consisted of **water, sanitary sewer, storm sewer, street, lighting and sidewalk infrastructure.**

Water

645 LF of 8 inch C-900 PVC Water Line
1 Fire Hydrant Assembly

Sanitary Sewer

5 Standard Manholes
955 LF of 8 inch SDR-35 PVC Sanitary Sewer Main

Storm Sewer

6 - Catch Basins
29 LF of 15 inch RCP Storm Pipe
53 LF of 18 inch RCP Storm Pipe
577 LF of 24 inch RCP Storm Pipe

Lighting

1 Streetlight

Streets

141 LF of Old Mill Drive Concrete Street Extension
609 LF of Collins Mill Road Concrete Street Extension

Sidewalks

6 - ADA Ramps

Per the Collins Mill Subdivision Phase 3 Performance Guarantee Agreement, if the developer does not complete all the public sidewalks in two years, as approved by Resolution on 5-20-19 (unless

otherwise amended by City Council), the City may complete the outstanding improvements and draw from the developer's letter of credit to cover costs.

The improvements are complete and ready to be accepted into the City's system. These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

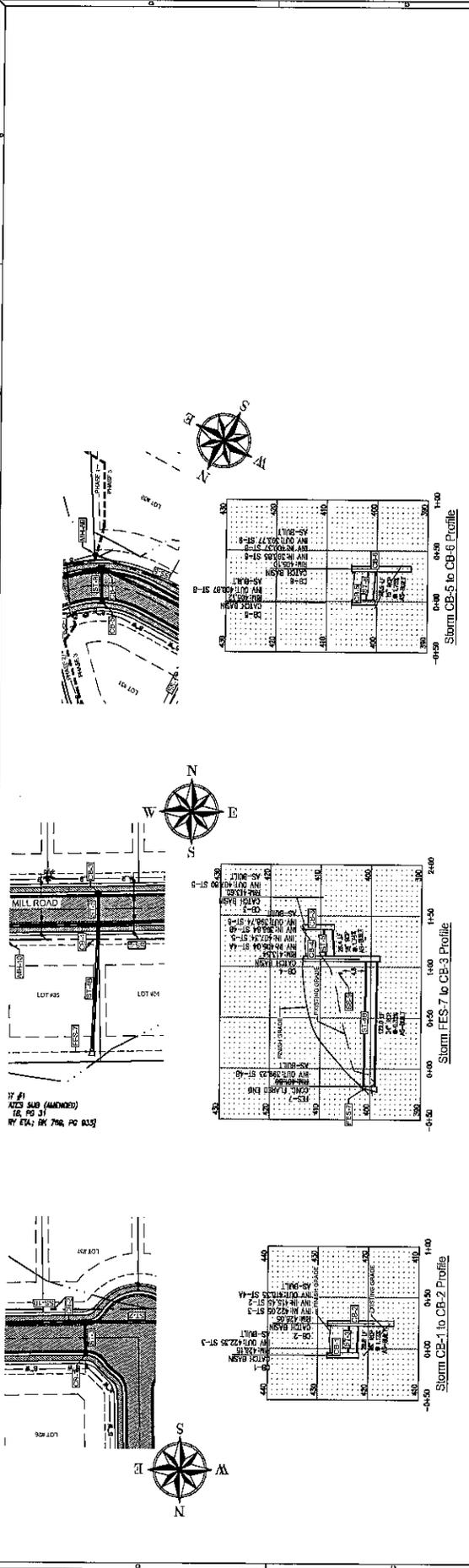
The improvements were installed by private contract. Once accepted into the City's system, the City will be responsible for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

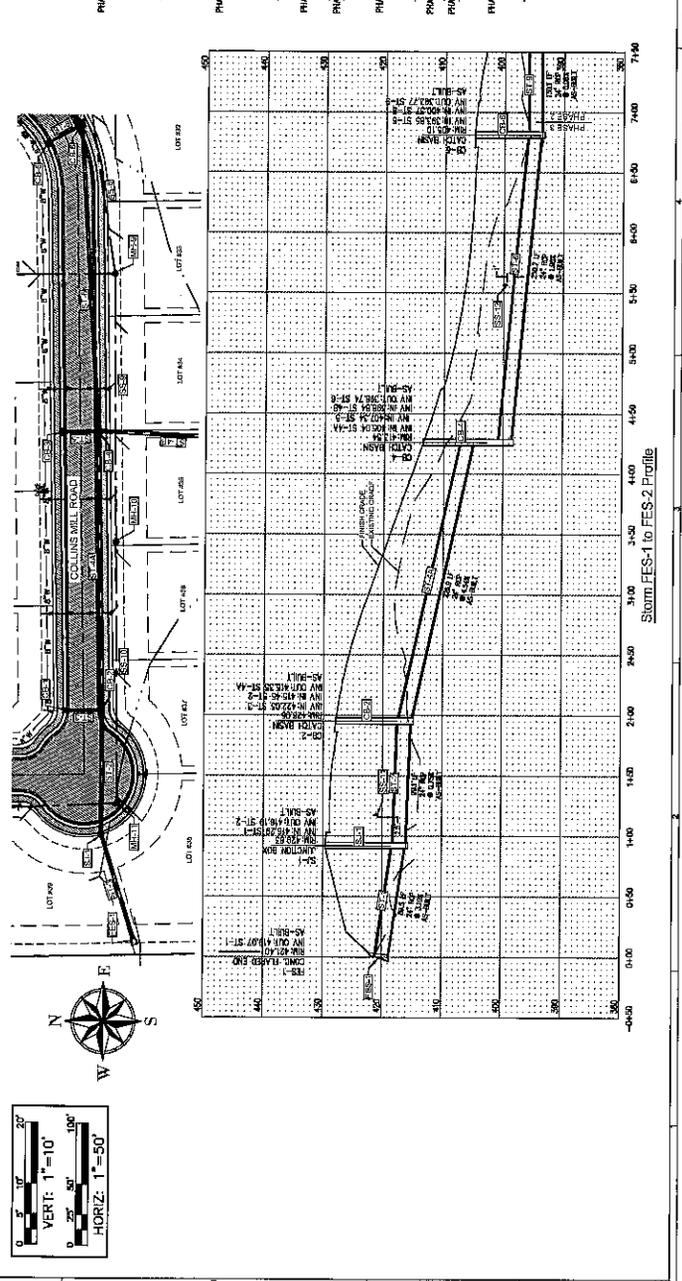
Staff recommends the Council accept, by motion, the public improvements to serve Collins Mill Subdivision Phase 2 and 3 into the City's System.

ATTACHMENTS:

Name:	Description:
D 5354 N-646 Collins Mill Phase 3 As Builts 04-26-2019 (2).pdf	Collins Mill Subdivision Phase 3 As-Builts



STRUCTURE	DESCRIPTION	RELATIVE ELEVATION	INVERT	MANHOLE
CB-1	CATCH BASIN	428.15	428.15	428.15
CB-2	CATCH BASIN	430.15	430.15	430.15
CB-3	CATCH BASIN	432.15	432.15	432.15
CB-4	CATCH BASIN	434.15	434.15	434.15
CB-5	CATCH BASIN	436.15	436.15	436.15
CB-6	CATCH BASIN	438.15	438.15	438.15
CB-7	CATCH BASIN	440.15	440.15	440.15
CB-8	CATCH BASIN	442.15	442.15	442.15
CB-9	CATCH BASIN	444.15	444.15	444.15
CB-10	CATCH BASIN	446.15	446.15	446.15
CB-11	CATCH BASIN	448.15	448.15	448.15
CB-12	CATCH BASIN	450.15	450.15	450.15
CB-13	CATCH BASIN	452.15	452.15	452.15
CB-14	CATCH BASIN	454.15	454.15	454.15
CB-15	CATCH BASIN	456.15	456.15	456.15
CB-16	CATCH BASIN	458.15	458.15	458.15
CB-17	CATCH BASIN	460.15	460.15	460.15
CB-18	CATCH BASIN	462.15	462.15	462.15
CB-19	CATCH BASIN	464.15	464.15	464.15
CB-20	CATCH BASIN	466.15	466.15	466.15
CB-21	CATCH BASIN	468.15	468.15	468.15
CB-22	CATCH BASIN	470.15	470.15	470.15
CB-23	CATCH BASIN	472.15	472.15	472.15
CB-24	CATCH BASIN	474.15	474.15	474.15
CB-25	CATCH BASIN	476.15	476.15	476.15
CB-26	CATCH BASIN	478.15	478.15	478.15
CB-27	CATCH BASIN	480.15	480.15	480.15
CB-28	CATCH BASIN	482.15	482.15	482.15
CB-29	CATCH BASIN	484.15	484.15	484.15
CB-30	CATCH BASIN	486.15	486.15	486.15
CB-31	CATCH BASIN	488.15	488.15	488.15
CB-32	CATCH BASIN	490.15	490.15	490.15
CB-33	CATCH BASIN	492.15	492.15	492.15
CB-34	CATCH BASIN	494.15	494.15	494.15
CB-35	CATCH BASIN	496.15	496.15	496.15
CB-36	CATCH BASIN	498.15	498.15	498.15
CB-37	CATCH BASIN	500.15	500.15	500.15
CB-38	CATCH BASIN	502.15	502.15	502.15
CB-39	CATCH BASIN	504.15	504.15	504.15
CB-40	CATCH BASIN	506.15	506.15	506.15
CB-41	CATCH BASIN	508.15	508.15	508.15
CB-42	CATCH BASIN	510.15	510.15	510.15
CB-43	CATCH BASIN	512.15	512.15	512.15
CB-44	CATCH BASIN	514.15	514.15	514.15
CB-45	CATCH BASIN	516.15	516.15	516.15
CB-46	CATCH BASIN	518.15	518.15	518.15
CB-47	CATCH BASIN	520.15	520.15	520.15
CB-48	CATCH BASIN	522.15	522.15	522.15
CB-49	CATCH BASIN	524.15	524.15	524.15
CB-50	CATCH BASIN	526.15	526.15	526.15
CB-51	CATCH BASIN	528.15	528.15	528.15
CB-52	CATCH BASIN	530.15	530.15	530.15
CB-53	CATCH BASIN	532.15	532.15	532.15
CB-54	CATCH BASIN	534.15	534.15	534.15
CB-55	CATCH BASIN	536.15	536.15	536.15
CB-56	CATCH BASIN	538.15	538.15	538.15
CB-57	CATCH BASIN	540.15	540.15	540.15
CB-58	CATCH BASIN	542.15	542.15	542.15
CB-59	CATCH BASIN	544.15	544.15	544.15
CB-60	CATCH BASIN	546.15	546.15	546.15
CB-61	CATCH BASIN	548.15	548.15	548.15
CB-62	CATCH BASIN	550.15	550.15	550.15
CB-63	CATCH BASIN	552.15	552.15	552.15
CB-64	CATCH BASIN	554.15	554.15	554.15
CB-65	CATCH BASIN	556.15	556.15	556.15
CB-66	CATCH BASIN	558.15	558.15	558.15
CB-67	CATCH BASIN	560.15	560.15	560.15
CB-68	CATCH BASIN	562.15	562.15	562.15
CB-69	CATCH BASIN	564.15	564.15	564.15
CB-70	CATCH BASIN	566.15	566.15	566.15
CB-71	CATCH BASIN	568.15	568.15	568.15
CB-72	CATCH BASIN	570.15	570.15	570.15
CB-73	CATCH BASIN	572.15	572.15	572.15
CB-74	CATCH BASIN	574.15	574.15	574.15
CB-75	CATCH BASIN	576.15	576.15	576.15
CB-76	CATCH BASIN	578.15	578.15	578.15
CB-77	CATCH BASIN	580.15	580.15	580.15
CB-78	CATCH BASIN	582.15	582.15	582.15
CB-79	CATCH BASIN	584.15	584.15	584.15
CB-80	CATCH BASIN	586.15	586.15	586.15
CB-81	CATCH BASIN	588.15	588.15	588.15
CB-82	CATCH BASIN	590.15	590.15	590.15
CB-83	CATCH BASIN	592.15	592.15	592.15
CB-84	CATCH BASIN	594.15	594.15	594.15
CB-85	CATCH BASIN	596.15	596.15	596.15
CB-86	CATCH BASIN	598.15	598.15	598.15
CB-87	CATCH BASIN	600.15	600.15	600.15
CB-88	CATCH BASIN	602.15	602.15	602.15
CB-89	CATCH BASIN	604.15	604.15	604.15
CB-90	CATCH BASIN	606.15	606.15	606.15
CB-91	CATCH BASIN	608.15	608.15	608.15
CB-92	CATCH BASIN	610.15	610.15	610.15
CB-93	CATCH BASIN	612.15	612.15	612.15
CB-94	CATCH BASIN	614.15	614.15	614.15
CB-95	CATCH BASIN	616.15	616.15	616.15
CB-96	CATCH BASIN	618.15	618.15	618.15
CB-97	CATCH BASIN	620.15	620.15	620.15
CB-98	CATCH BASIN	622.15	622.15	622.15
CB-99	CATCH BASIN	624.15	624.15	624.15
CB-100	CATCH BASIN	626.15	626.15	626.15



RECORD DRAWING NOTES

THE STREETS, SANITARY SEWER, STORM SEWER, AND WATER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER PIPE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.

Staff: W. Victor Brownlees - Deputy
Agenda: Finance Director
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

This ordinance adopts the budget for the fiscal year ending June 30, 2020.

EXECUTIVE SUMMARY

The City Charter requires a public hearing regarding the proposed city budget be held each year before the budget is adopted. This hearing was scheduled to be held at the June 3, 2019 City Council meeting. Council will be asked to approve the first reading of the budget ordinance after the public hearing has been held.

BACKGROUND/DISCUSSION

All material items included in this proposed budget have previously been discussed at the Council Retreat. The proposed budget maintains the same property tax levy as the current year. This budget proposes changes to the City's Inspection Service Fee Schedule, changes to various park and recreation fees and increases to water and solid waste fees. These changes and increases are detailed on pages 386-390, pages 391-400 and page 280 and page 288 of the proposed budget, respectively. The property tax levy will be adopted in August after a public hearing has been held.

STAFF RECOMMENDATION

Staff recommends approval of the first reading of the ordinance to adopt the annual operating budget following the public hearing. Any desired changes to the budget should be specifically agreed to at this meeting or no later than the June 17, 2019 City Council meeting before final readings of the budget ordinance.

PUBLIC OUTREACH

The 2019-2020 Proposed Operating Budget is on the City's web page at cityofcape.org/finance. It is also available for review in the City Clerk's office. Notice of the Public Hearing regarding the proposed annual operating budget for the City of Cape Girardeau, Missouri, for the fiscal year beginning July 1, 2019, was published in the May 19, 2019 edition of the Southeast Missourian newspaper.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> 2019-2010 Operating Budget.doc	Ordinance

BILL NO. 19-87

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING BUDGET FOR THE CITY OF CAPE GIRARDEAU, MISSOURI, FOR THE FISCAL YEAR BEGINNING JULY 1, 2019

WHEREAS, the City Manager has submitted a proposed budget to the City Council in accordance with Section 6.02 of the City Charter; and

WHEREAS, the proposed budget provides a complete financial plan of all City funds and activities for the fiscal year in accordance with Section 6.03 of the City Charter; and

WHEREAS, the City Council has held the required public hearing on the budget in accordance with Section 6.06 of the City Charter; and

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

ARTICLE 1. The City Council hereby adopts the annual operating budget for the fiscal year of July 1, 2019 to June 30, 2020. A copy of this document is on file in the office of the City Clerk.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: W. Victor Brownlees - Deputy
Agenda: Finance Director.
6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance establishing utility rates for the City of Cape Girardeau, Missouri, by amending Chapter 22 relating to solid waste fees and Chapter 29 relating to water rates.

EXECUTIVE SUMMARY

This ordinance would approve water and solid waste fee increases assumed in the proposed 2019-2020 City Budget.

BACKGROUND/DISCUSSION

The proposed 2019-2020 budget includes 2% increases to the residential and commercial water rates effective for bills issued after July 1, 2019. Disconnect and reconnect fees charged by the City will increase to \$16.50 from \$16.00.

The proposed 2019-2020 budget also includes increases in the monthly residential solid waste charge to \$21.60 from \$20.75 and the transfer station tipping fee to \$64.50 per ton from \$62.00 per ton.

During the past 7 years, including this year's proposed increases, the average residential utility bill will have increased from \$73.84 per month to \$81.50 per month. This is equivalent to an average annual increase of 1.48% to average utility bill. Average annual inflation during that period was 1.58%.

FINANCIAL IMPACT

This year's rates increases will allow the City to meet its rate covenants for bonds previously issued by the sewer and water funds and support the operating needs of the sewer, water and solid waste funds.

STAFF RECOMMENDATION

Staff recommends approval of this ordinance.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Ordinance-Rates.SolidWaste.Water.Sewer-2019.doc	Ordinance

AN ORDINANCE ESTABLISHING UTILITY RATES FOR THE CITY OF CAPE GIRARDEAU, MISSOURI, BY AMENDING CHAPTER 22 RELATING TO SOLID WASTE FEES, AND CHAPTER 29 RELATING TO WATER RATES

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

ARTICLE 1. Section 22-39(b) of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to "Disposal of waste; fee", reading as follows:

Sec. 22-39(b). Disposal of waste; fee.

(b) Haulers who dispose of less than twenty (20) tons of solid waste per week at the city disposal facility shall pay a rate of sixty-two dollars (\$62.00) per ton plus fuel surcharge, if applicable. The applicable fee shall be increased by twenty-five dollars (\$25.00) for each load that is not properly covered or secured in accordance with state and local law. Private haulers who regularly use the disposal facility and who regularly dispose of more than twenty (20) tons of solid waste per week at the city disposal facility shall have a rate established by contract based on the operating costs. The charge per ton will be increased when the previous month's average per gallon diesel fuel price exceeds three dollars and seventy-five cents (\$3.75). The charge per ton will be increased by one hundred percent (100%) of the difference between the previous month's average per gallon diesel fuel price and three dollars and seventy-five cents (\$3.75). All surcharges will be rounded up to the next cent. Average per gallon diesel fuel costs will be the average of the Midwest Region Index as published by the U. S. Department of Energy.

~~is hereby repealed in its entirety~~, and a new Section 22-39(b) is hereby enacted in lieu there, in words and figures, to read as follows:

Sec. 22-39(b). Disposal of waste; fee.

(b) Haulers who dispose of less than twenty (20) tons of solid waste per week at the city disposal facility shall

pay a rate of sixty-four dollars and fifty cents (\$64.50) per ton plus fuel surcharge, if applicable. The applicable fee shall be increased by twenty-five dollars (\$25.00) for each load that is not properly covered or secured in accordance with state and local law. Private haulers who regularly use the disposal facility and who regularly dispose of more than twenty (20) tons of solid waste per week at the city disposal facility shall have a rate established by contract based on the operating costs. The charge per ton will be increased when the previous month's average per gallon diesel fuel price exceeds three dollars and seventy-five cents (\$3.75). The charge per ton will be increased by one hundred percent (100%) of the difference between the previous month's average per gallon diesel fuel price and three dollars and seventy-five cents (\$3.75). All surcharges will be rounded up to the next cent. Average per gallon diesel fuel costs will be the average of the Midwest Region Index as published by the U. S. Department of Energy.

ARTICLE 2. Section 22-47 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 22-47. - Residential solid waste collection fees.

(a) Basic monthly charge. The basic monthly solid waste collection fee for residential customers shall be twenty dollars and seventy-five cents (\$20.75) per month per dwelling unit. Residential back door service may be provided on a contract basis subject to fees based on the additional operating costs associated with providing such service. Such basic charge shall include the following services:

- (1) Collection of all waste or recycling in the city-provided containers.
- (2) Bulk waste collection program.
- (3) Fall leaf collection program.

(b) Additional container. Customers who receive a second sixty-four (64) gallon container for solid waste storage and collection shall pay an additional twenty dollars and seventy-five cents (\$20.75) per month per dwelling unit plus the basic monthly charge established in this section.

(c) Fuel surcharge. The monthly solid waste collection fee for residential customers shall be increased when the previous month's average per gallon diesel fuel price

exceeds three dollars and seventy-five cents (\$3.75). The charge will be increased by twenty-five (25) percent of the difference between the previous month's average per gallon diesel fuel price and three dollars and seventy-five cents (\$3.75). All surcharges will be rounded up to the next cent. Average per gallon diesel fuel costs will be the U. S. Average as published by the U.S. Energy Information Administration.

~~is hereby repealed in its entirety~~, and a new Section 22-47 is hereby enacted in lieu there, in words and figures, to read as follows:

Sec. 22-47. - Residential solid waste collection fees.

(a) Basic monthly charge. The basic monthly solid waste collection fee for residential customers shall be twenty-one dollars and sixty cents (\$21.60) per month per dwelling unit. Residential back door service may be provided on a contract basis subject to fees based on the additional operating costs associated with providing such service. Such basic charge shall include the following services:

- (1) Collection of all waste or recycling in the city-provided containers.
- (2) Bulk waste collection program.
- (3) Fall leaf collection program.

(b) Additional container. Customers who receive a second sixty-four (64) gallon container for solid waste storage and collection shall pay an additional twenty-one dollars and sixty cents (\$21.60) per month per dwelling unit plus the basic monthly charge established in this section.

(c) Fuel surcharge. The monthly solid waste collection fee for residential customers shall be increased when the previous month's average per gallon diesel fuel price exceeds three dollars and seventy-five cents (\$3.75). The charge will be increased by twenty-five (25) percent of the difference between the previous month's average per gallon diesel fuel price and three dollars and seventy-five cents (\$3.75). All surcharges will be rounded up to the next cent. Average per gallon diesel fuel costs will be the U. S. Average as published by the U.S. Energy Information Administration.

ARTICLE 3. Section 29-62 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 29-62. Rates.

(a) *General water service.*

Availability. This rate schedule is available to any metered customer adjacent to the city's water distribution mains, using standard water service.

Rate. The monthly rate for service delivered hereunder shall be the total of:

(1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8	\$ 8.48
3/4	\$13.08
1	\$17.65
1 1/2	\$33.04
2	\$50.47
3	\$94.55
4	\$156.04
6	\$326.23

plus;

(2) A commodity charge of:

	Bills Rendered Before July 1, 2018
--	---------------------------------------

First 60 CCF used per month--\$2.525 per CCF.

All over 60 CCF used per month--\$1.946 per CCF.

	Bills Rendered After July 1, 2018
--	--------------------------------------

First 60 CCF used per month--\$2.576 per CCF.

All over 60 CCF used per month--\$1.985 per CCF.

(b) *Private fire protection service.*

Availability. This rate schedule is available to customers adjacent to adequate water distribution mains for private fire protection service.

Rate. Private fire protection service rates for all types of private fire protection systems are based on the size of connection of customer's private fire protection service to city's distribution main and shall be charged for as follows:

Size of Connection	Rate Per Connection Effective July 1, 2018
4 inch or smaller	\$10.79 per month
6 inch	\$21.62 per month
8 inch	\$32.47 per month

(c) *Industrial water service.*

Availability. This rate schedule is available for industrial use only, when separated from standard water service, to any customer adjacent to the department's water mains in The Greater Cape Girardeau Development Corporation Industrial Tract.

Rate. The monthly rate for service delivered hereunder shall be the total of:

- (1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8 or ¾	\$ 8.22
1	\$17.14
1 ½	\$32.08
2	\$49.98
3	\$91.76
4	\$151.45
6	\$316.73

plus;

- (2) A commodity charge of \$0.1588 per CCF for all water used during the billing month.

is hereby repealed in its entirety, and a new Section 29-62 is hereby enacted in lieu thereof, in words and figures, to read as follows:

Sec. 29-62. Rates.

- (a) *General water service.*

Availability. This rate schedule is available to any metered customer adjacent to the city's water distribution mains, using standard water service.

Rate. The monthly rate for service delivered hereunder shall be the total of:

(1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8	\$ 8.65
¾	\$13.34
1	\$18.00
1 ½	\$33.70
2	\$51.48
3	\$96.44
4	\$159.16
6	\$332.75

plus;

(2) A commodity charge of:

	Bills Rendered Before July 1, 2019
--	---------------------------------------

First 60 CCF used per month--\$2.576 per CCF.

All over 60 CCF used per month--\$1.985 per CCF.

	Bills Rendered After July 1, 2019
--	--------------------------------------

First 60 CCF used per month--\$2.628 per CCF.

All over 60 CCF used per month--\$2.025 per CCF.

(b) *Private fire protection service.*

Availability. This rate schedule is available to customers adjacent to adequate water distribution mains for private fire protection service.

Rate. Private fire protection service rates for all types of private fire protection systems are based on the size of connection of customer's private fire protection service to city's distribution main and shall be charged for as follows:

Size of Connection	Rate Per Connection Effective July 1, 2019
4 inch or smaller	\$11.01 per month
6 inch	\$22.05 per month
8 inch	\$33.12 per month

(c) *Industrial water service.*

Availability. This rate schedule is available for industrial use only, when separated from standard water service, to any customer adjacent to the department's water mains in The Greater Cape Girardeau Development Corporation Industrial Tract.

Rate. The monthly rate for service delivered hereunder shall be the total of:

- (1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8 or 3/4	\$ 8.38
1	\$17.48

1 ½	\$32.72
2	\$50.98
3	\$93.60
4	\$154.48
6	\$323.06

plus;

- (2) A commodity charge of \$0.1620 per CCF for all water used during the billing month.

ARTICLE 4. Section 29-63 of the Code of Ordinances of the City of Cape Girardeau, Missouri, relating to "Service fees", reading as follows:

A fee of sixteen dollars (\$16.00) shall be charged to all accounts when a city employee or agent of the city is dispatched to disconnect water. If the water is reconnected or reinstated during regular office hours, an additional reconnection fee of sixteen dollars (\$16.00) shall be charged the account. If reconnection is requested by the customer and made after 5:00 p.m. on regular working days or on weekends or holidays, the reconnection or reinstatement charge shall be thirty-two dollars (\$32.00).

~~is hereby repealed in its entirety~~, and a new Section 29-63 is hereby enacted in lieu thereof, in words and figures, to read as follows:

A fee of sixteen dollars fifty cents (\$16.50) shall be charged to all accounts when a city employee or agent of the city is dispatched to disconnect water. If the water is reconnected or reinstated during regular office hours, an additional reconnection fee of sixteen dollars fifty (\$16.50) shall be charged the account. If reconnection is requested by the customer and made after 5:00 p.m. on regular working days or on weekends or holidays, the reconnection or reinstatement charge shall be thirty-three dollars (\$33.00).

ARTICLE 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held

invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 6. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 7. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Box Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

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 151 South Spanish Street, in the City and County of Cape Girardeau, Missouri, from R-4 to CBD.

EXECUTIVE SUMMARY

The attached ordinance rezones property at 151 South Spanish Street from R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District). The City Council's public hearing on the rezoning request was held on June 3, 2019.

BACKGROUND/DISCUSSION

An application has been submitted to rezone property at 151 South Spanish Street from R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District). The immediately surrounding properties are zoned R-4 (Medium Density Multifamily Residential District) except for the properties to the southeast, which are zoned CBD (Central Business District). This area consists of a mix of residential, commercial, and religious uses. The Comprehensive Plan's Future Land Use and Infrastructure Map shows the subject property as High Density Residential.

The attached ordinance rezones the property from R-4 to CBD. The City Council's public hearing on the rezoning request was held on June 3, 2019.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

In considering a rezoning request, both 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 historic home that has been converted to a day spa and salon. The mix of uses in this area and the CBD zoning of the properties to the southeast makes the rezoning request reasonable and in reasonable conformity with the surrounding properties.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on May 8, 2019 and recommended approval of the rezoning request by a vote of 8 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on May 19, 2019. 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:
151 South Spanish St Rezone.doc	Ordinance
Staff Review-Referral-Action Form.pdf	151 South Spanish Street - Staff RRA Form
Map - Zoning - 151 S Spanish.pdf	151 South Spanish Street - Zoning Map
Map - FLU - 151 S Spanish.pdf	151 South Spanish Street - FLU Map
Application - 151 South Spanish Street Rezoning.pdf	151 South Spanish Street - Application

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 151 SOUTH SPANIS STREET, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM R-4 TO CBD

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 CBD, Central Business 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, June 3, 2019, and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri, has elected to rezone the property described in Article 1 from R-4, Medium Density Multifamily Residential District, to CBD, Central Business 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 CBD, Central Business District, for the following described property:

151 South Spanish Street

The South Ninety-three (93) feet of Lot Nineteen (19) in Range "A" in the City of Cape Girardeau, Missouri.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 hereof is at the present time particularly suitable for the purposes and uses of the CBD, Central Business 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 _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. 1384

LOCATION: 151 South Spanish Street

STAFF REVIEW & COMMENTS:

Matthew Stuchlik is requesting to rezone property at 151 South Spanish Street from R-4 (Medium Density Multi-family Residential District) to CBD (Central Business District). SEE STAFF REPORT FOR FURTHER INFORMATION

BJ Szt.
City Planner

4/29/19
Date

W. ERIC VANNINSTAM
City Attorney

MAY 1, 2019
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

Molly Mehner
City Manager

5-6-19
Date

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ Public Hearing Date: _____

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

Posting Dates: Sign _____ Newspaper _____ Public Hearing Date: _____
Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

VOTE COUNT: _____ Favor _____ Oppose _____ Abstain

ORDINANCE # _____ **Effective Date:** _____



REZONING / SPECIAL USE PERMIT APPLICATION
CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Property Address/Location <i>Eden Spa and Salon 151 S. Spanish St Cape Girardeau MO 63703</i>			
Applicant <i>Matthew Stuchlik</i>		Property Owner of Record (if other than Applicant) <i>Matthew Stuchlik</i>	
Mailing Address	City, State, Zip <i>63703</i>	Mailing Address	City, State, Zip
<i>201 S. Spanish St Cape Girardeau, MO</i>		<i>201 S. Spanish St Cape Girardeau, MO</i>	<i>63703</i>
Telephone <i>573-270-5760</i>	Email <i>mattstuchlik@gmail.com</i>	Telephone	Email
Contact Person (If Applicant is a Business or Organization)		(Attach additional owners information, if necessary) <i>Sarah Kibera - spouse</i>	
Type of Request: Rezoning, Special Use Permit, or Both <i>Rezoning to CBD</i>			
Existing Zoning District <i>R-4</i>		Proposed Zoning District (Rezoning requests only) <i>CBD</i>	
Legal description of property to be rezoned and/or upon which the special use is to be conducted <i>151 S. Spanish St. Cape Girardeau, MO 63703</i>			

Describe the proposed use of the property.

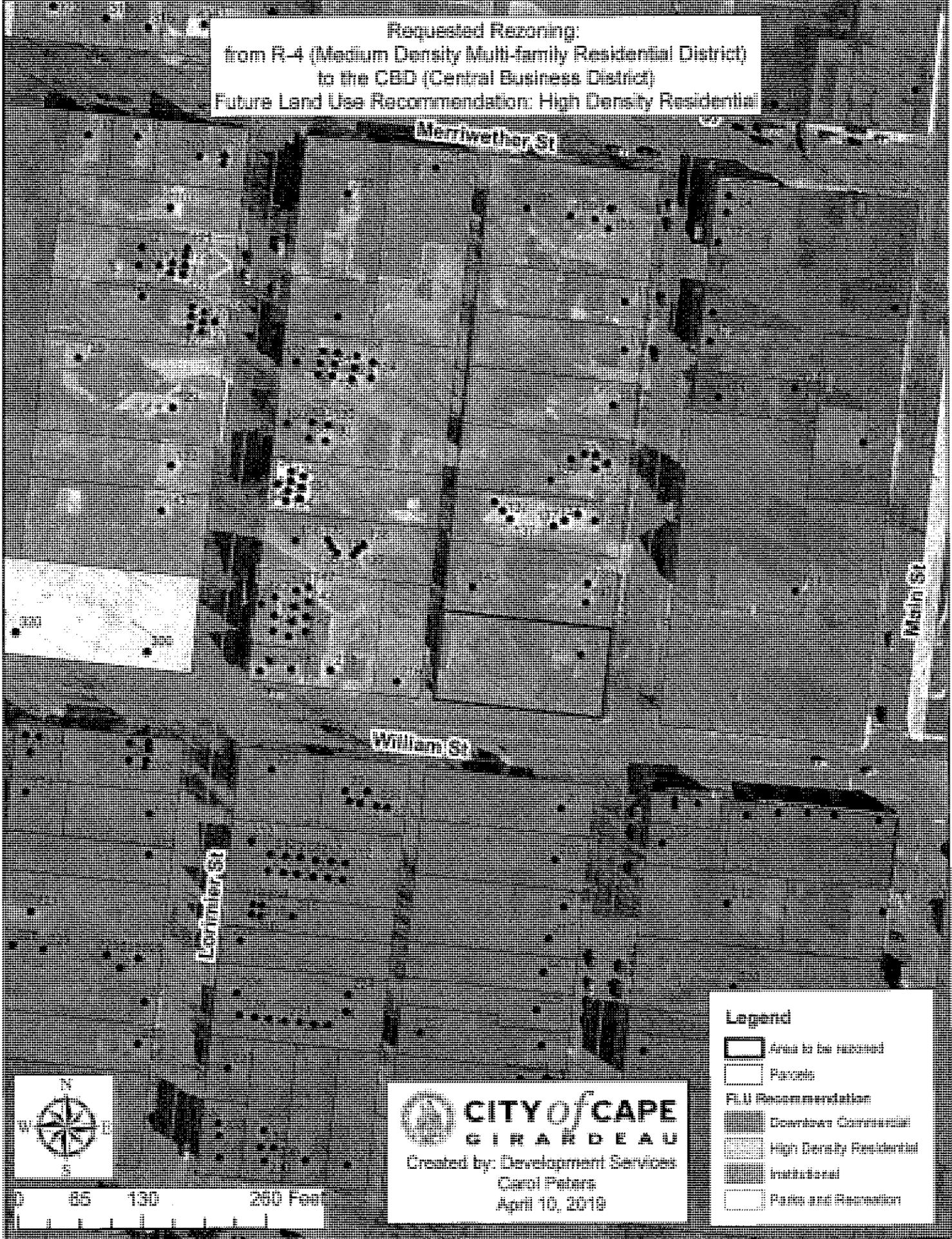
*Day Spa and Salon. This business has been in operation a number of years of previous owners. I've heard it was operating under a special use permit.
 Services offered include - massage, facials, hair, make-up, pedis, mani's*

Application continues on next page

OFFICE USE ONLY			
Date Received & By	<i>4-9-19</i>	File No.	<i>1384</i>
		MUNIS Application No.	<i>8700</i>
Planning & Zoning Commission Recommendation		Date	
City Council Final Action		Date	

Rezoning Request - 151 South Spanish Street

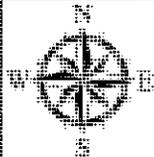
Requested Rezoning:
from R-4 (Medium Density Multi-family Residential District)
to the CBD (Central Business District)
Future Land Use Recommendation: High Density Residential



Legend

- Area to be rezoned
- Parcels
- FLU Recommendation**
- Downtown Commercial
- High Density Residential
- Institutional
- Parks and Recreation

CITY of CAPE GIRARDEAU
Created by: Development Services
Carol Peters
April 10, 2019



0 85 130 250 Feet

Rezoning Request - 151 South Spanish Street

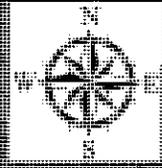
Requested Rezoning:
from R-4 (Medium Density Multi-family Residential District)
to the CBD (Central Business District)
Future Land Use Recommendation: High Density Residential

Merrivether St

Main St

William St

Lorimer St



0 65 130 260 Feet

 **CITY of CAPE GIRARDEAU**
Created by: Development Services
Carol Peters
April 10, 2019

Legend

-  Area to be rezoned
-  Parcel

Zoning District

-  R4
-  CBD

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance authorizing the City Manager to execute a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission for Southeast Metropolitan Planning Organization expenses, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance authorizes the execution of a grant agreement on behalf of the Southeast Metropolitan Planning Organization.

BACKGROUND/DISCUSSION

The Southeast Metropolitan Planning Organization (SEMPO) is a federally mandated and funded policy-making organization that oversees transportation planning for the Cape Girardeau-Jackson urbanized area. As authorized in the Memorandum of Understanding, the City of Cape Girardeau provides administrative services and staff support for SEMPO. Each fiscal year, SEMPO receives grant funds from the Federal Highway Administration and the Federal Transit Administration to cover eligible expenses. The grant is administered by the Missouri Highways and Transportation Commission. As the administrative body for SEMPO, the City of Cape Girardeau receives the funds and therefore is required to execute a Transportation Planning Consolidated Grant Agreement. The agreement for FY 2020 is attached. The agreement period is from July 1, 2019 to June 30, 2020.

FINANCIAL IMPACT

The agreement authorizes the City of Cape Girardeau to receive funds up to \$235,656.90 for reimbursement of eligible expenses incurred by SEMPO during the agreement period. A 20% local match is required. Per the Memorandum of Understanding, the local match is to be divided among the member organizations, with the City of Cape Girardeau paying 28.6%.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Execution of the agreement is necessary for SEMPO to fulfill its duties as the metropolitan planning organization for the Cape Girardeau-Jackson urbanized area, as mandated by federal law.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing execution of the Transportation Planning Consolidated Grant Agreement.

ATTACHMENTS:

Name:	Description:
☐ <u>SEMPO Grant Agreement.doc</u>	Ordinance
☐ <u>FY2020 CPG AGreement - City of Cape Girardeau.pdf</u>	Transportation Planning Consolidated Grant Agreement

BILL NO. 19-90

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SOUTHEAST METROPOLITAN PLANNING ORGANIZATION EXPENSES, 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 Manager is hereby authorized to execute, on behalf of the City, a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission for Southeast Metropolitan Planning Organization expenses, in the City of Cape Girardeau, Missouri. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. Said Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

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

PASSED AND APPROVED THIS _____ day of _____, 2019.

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 03/17 (BG)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Cape Girardeau, Missouri (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Cape Girardeau urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Cape Girardeau urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The

catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Cape Girardeau urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

"The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION:

(A) The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(B) The Commission will receive reimbursement from the Grantee for computer work performed by the Commission for the urbanized area as authorized by the Grantee. This should in no way restrict the Grantee from utilizing other computer services available elsewhere.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin July 1, 2019 and extend to June 30, 2020. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the

Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of \$235,656.90 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's chief engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of

supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.
2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Cape Girardeau. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives \$750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost*

Principles, and Audit Requirements for Federal Awards." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than \$750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform

any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the

administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the

USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq.* The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in

the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq.*).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq.* The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FTA under authority of 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction* as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of \$50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals \$5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than \$5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business

enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding \$250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased and written approval is obtained from the Commission's chief engineer or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require an amended scope of services between the Commission and the Grantee.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(35) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

GRANTEE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Staff: Kelly Green P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-xxx

SUBJECT

An Ordinance accepting four Permanent Utility Easements for Highlands at Hopper Crossing Subdivision located in the city of Cape Girardeau, MO from SEMO Development, LLC, a Missouri Limited Liability Company

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

The owner of Highlands at Hopper Crossing Subdivision have donated the Permanent Utility Easements to the City of Cape Girardeau.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easements are necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the sanitary sewers and utilities and their related components in the easement areas.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Ordinance accepting Permanent Sanitary Utility Easements for Highlands at Hopper Crossing Subdivision, located in the city of Cape Girardeau, MO from SEMO Development.

ATTACHMENTS:

Name:	Description:
D Perm Utility Easements 4 Highlands Hopper Crossing.doc	Ordinance
D Highlands Utility Easement executed.pdf	easement
D 36878 Highlands at Hopper Crossing Easement Exhibits.pdf	Exhibit

BILL NO. 19-91

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING FOUR PERMANENT UTILITY EASEMENTS FROM SEMO DEVELOPMENT, LLC, FOR THE HIGHLANDS AT HOPPER CROSSING, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, four Permanent Utility Easements from Semo Development, LLC, for The Highlands at Hopper Crossing, in the City of Cape Girardeau, Missouri, described as follows:

DESCRIPTION - EASEMENT 1

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southwest corner of Lot 9 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence North 79°42'11" East, 10.00 feet; thence South 10°17'50" East, 111.96 feet; thence South 79°42'14" West, 10.00 feet; thence North 10°17'46" West, 111.96 feet to the Point of Beginning and containing 1,119 square feet, more or less.

DESCRIPTION - EASEMENT 2

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southeast corner of Lot 9 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 10°17'46" East, 14.97 feet; thence South 79°42'14" West, 10.00 feet; thence North 10°17'46" West, 14.97 feet; thence North 79°42'14" East, 10.00 feet to the Point of Beginning and containing 150 square feet, more or less.

DESCRIPTION - EASEMENT 3

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southeast corner of Lot 10 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 68°53'55" East, 24.97 feet; thence South 21°06'05" West, 10.00 feet; thence North 68°53'55" West, 21.27 feet; thence South 70°55'11" West, 78.87 feet; thence North 10°17'46" West, 9.66 feet; thence North 70°35'16" East, 81.02 feet to the Point of Beginning and containing 1,013 square feet, more or less.

DESCRIPTION - EASEMENT 4

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southeast corner of Lot A of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 01°21'14" East, 280.08 feet; thence North 87°09'45" West, 20.05 feet; thence North 01°21'14" West, 295.38 feet; thence South 51°22'21" East, 26.10 feet to the Point of Beginning and containing 5,755 square feet, more or less.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

PERMANENT UTILITY EASEMENTS
Highlands at Hopper Crossing Subdivision

KNOW ALL PERSONS BY THESE PRESENTS: **SEMO DEVELOPMENT, LLC**, a Missouri Limited Liability Company, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter referred to as the "City", the right, privilege, permission and authority to enter on and upon the following described property, located in the City and County of Cape Girardeau, Missouri, to-wit:

DESCRIPTION - EASEMENT 1

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot 9 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence North 79°42'11" East, 10.00 feet; thence South 10°17'50" East, 111.96 feet; thence South 79°42'14" West, 10.00 feet; thence North 10°17'46" West, 111.96 feet to the Point of Beginning and containing 1,119 square feet, more or less.

DESCRIPTION - EASEMENT 2

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of Lot 9 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 10°17'46" East, 14.97 feet; thence South 79°42'14" West, 10.00 feet; thence North 10°17'46" West, 14.97 feet; thence North 79°42'14" East, 10.00 feet to the Point of Beginning and containing 150 square feet, more or less.

DESCRIPTION - EASEMENT 3

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of Lot 10 of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 68°53'55" East, 24.97 feet; thence South 21°06'05" West, 10.00 feet; thence North 68°53'55" West, 21.27 feet; thence South 70°55'11" West, 78.87 feet; thence North 10°17'46" West, 9.66 feet; thence North 70°35'16" East, 81.02 feet to the Point of Beginning and containing 1,013 square feet, more or less.

DESCRIPTION - EASEMENT 4

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast corner of Lot A of The Highlands At Hopper Crossing - Phase 1, in Document Number 2019-02780 of the Cape Girardeau County Land Records; thence South 01°21'14" East, 280.08 feet; thence North 87°09'45" West, 20.05 feet; thence North 01°21'14".

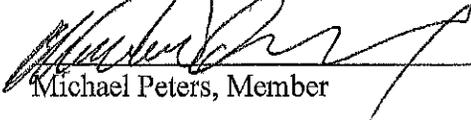
Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants, and assigns to use said property to excavate, build, construct, maintain, and operate certain improvements, in, on, upon, or across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

The undersigned covenant that they are the owners in fee simple of the above described property and have the legal right to convey the same.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this easement this 23rd day of May, 2019

SEMO Development, LLC


Michael Peters, Member

STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

BE IT REMEMBERED, that on this 23rd day of May, 2019 before me, the undersigned notary public, personally appeared Michael Peters, who being by me duly sworn, did state that he is the Member for SEMO Development, LLC, a Missouri Limited Liability Company, and that instrument were executed on behalf of said SEMO Development, LLC, a Missouri Limited Liability Company, and acknowledged that he has executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:
5-14-20

BELINDA JONES
Notary Public - Notary Seal
State of Missouri
Commissioned for Cape Girardeau County
My Commission Expires: May 14, 2020
Commission Number: 12341749

Staff: Kelly Green, P.E., City
Engineer
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

19-xxx

SUBJECT

An Ordinance accepting a Permanent Drainage Easement for 2601 Hopper Road from Terry McDowell and Cynthia McDowell, f/k/a Cynthia Sprigg, husband and wife in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The City will be constructing a box culvert for Hopper Road. A Permanent Drainage Easement is needed to be able access drainage ditch.

FINANCIAL IMPACT

Terry McDowell and Cynthia McDowell, f/k/a Cynthia Sprigg, husband and wife have donated the Permanent Drainage Easement to the City.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to grant the City the right to excavate, build, construct, operate, maintain, and repair the drainage systems and its related components in the easement area.

STAFF RECOMMENDATION

Staff recommends Council approve the attached Ordinance accepting a Permanent Drainage Easement for 2601 Hopper Road, from Terry McDowell and Cynthia McDowell, f/k/a Cynthia Sprigg, husband and wife, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Perm Drainage Easement 2601 Hopper Road.doc	Ordinance
<input type="checkbox"/> 2601 Hopper Road Agreement Executed.pdf	PDE 2601 Hopper
<input type="checkbox"/> 2601 Hopper Road - Esmt Exhibit.pdf	Exhibit

BILL NO. 19-92

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM TERRY MCDOWELL AND CYNTHIA MCDOWELL, FOR 2601 HOPPER ROAD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Drainage Easement from Terry McDowell and Cynthia McDowell, f/k/a Cynthia Sprigg, for 2601 Hopper Road, in the City of Cape Girardeau, Missouri, described as follows:

A PART OF LOT NO. 6, PLEASANT ACRES AS RECORDED IN PLAT BOOK NO. 5 AT PAGE NO. 11 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE; CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 6, PLEASANT ACRES, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF HOPPER ROAD WITH THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE S 36° 20' 14" E, 76.42 FEET ALONG THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, S 53° 39' 46" W, 6.44 FEET; THENCE N 33° 10' 37" W, 78.53 FEET TO THE SOUTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE S 83° 02' 24" E, 2.90 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 333 SQUARE FEET, MORE OR LESS.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

**AGREEMENT FOR THE GRANTING OF A
PERMANENT DRAINAGE EASEMENT**

Hopper Road Box Culvert Project
2601 Hopper Road
Cape Girardeau, Missouri

The undersigned, **Terry and Cynthia McDowell, Husband and Wife**, hereinafter referred to as the "Owners", in consideration of the mutual covenants and agreements herein set forth, agree to grant and convey to the **CITY OF CAPE GIRARDEAU**, Missouri, a Municipal Corporation, hereinafter referred to as the "City", and the City agrees to accept, a **PERMANENT DRAINAGE EASEMENT**, in, upon, over and across a certain tract of land described in Exhibit A, attached hereto and made a part hereof.

The terms and conditions of this agreement are as follows:

1. The City agrees to lower the current curb inlet separating the two driveways for 2601 Hopper Road to a traversable grated inlet. The new grated inlet will be a custom design and field construction. The City doesn't have a standard drawing for grated inlets, but is well-versed in field-fitting inlets to get the best final product for the specific location.
2. It is agreed the City will provide 24 hour notice to the Owners prior to issuing a Notice to Proceed to the contactor.
3. The City encourages the Owners to begin contacting their clients at the time of execution of this agreement to let them know their business will be open during construction and will be accessible.
4. The Owners agree to grant a Permanent Drainage Easement for the 333 square feet of land needed for this project, as described in Exhibit A.
5. It is agreed the City will defray the expenses incident to the preparation and recordation of the easement.
6. The Owner represents no elected City official or City employee shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom.
7. The terms and conditions aforesaid shall apply to and bind the heirs, executors, administrators, successors and assigns of the Owner.
8. All terms and conditions with respect to this agreement are expressly contained herein and the Owner agrees that no representative or agent of the City has made any representation or promise with respect to this agreement not expressly contained within.

[Remainder of page intentionally left blank. Signature pages to follow.]

EXHIBIT A

Legal Description
2601 Hopper Road
Permanent Drainage Easement

A PART OF LOT NO. 6, PLEASANT ACRES AS RECORDED IN PLAT BOOK NO. 5 AT PAGE NO. 11 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE; CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 6, PLEASANT ACRES, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF HOPPER ROAD WITH THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE S $36^{\circ} 20' 14''$ E, 76.42 FEET ALONG THE WEST RIGHT OF WAY LINE OF KINGSHIGHWAY; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, S $53^{\circ} 39' 46''$ W, 6.44 FEET; THENCE N $33^{\circ} 10' 37''$ W, 78.53 FEET TO THE SOUTH RIGHT OF WAY LINE OF HOPPER ROAD; THENCE S $83^{\circ} 02' 24''$ E, 2.90 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 333 SQUARE FEET, MORE OR LESS.

EASEMENT EXHIBIT

CITY AND COUNTY OF
CAPE GIRARDEAU, MO

KINGSHIGHWAY
(U.S. ROUTE 61)

R/W

R/W

HOPPER ROAD

25'

S 83° 02' 24" E, 2.90'

P.O.B.- DRAINAGE EASEMENT

NE CORNER, LOT NO. 6, PLEASANT
ACRES AS RECORDED IN PLAT BOOK
NO. 5 AT PAGE 11

PLEASANT ACRES
PLAT BOOK NO. 5 - PAGE NO. 11

LOT NO. 6

NOW OR FORMERLY
CYNTHIA S. SPRIGG
DOCUMENT NO. 2009-15179

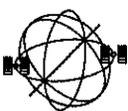
S 36° 20' 14" E 76.42'
N 33° 10' 37" W 78.53'

3333 SQ. FT.

S 53° 39' 46" W, 6.44'



GRID NORTH, NAD83
M.S.P.C. ZONE 2401 EAST



Bowen
ENGINEERING & SURVEYING

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

Consulting Engineers • Land Surveyors • Testing Laboratories

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 6/3/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Appointment of one member to the Historic Preservation Commission for a term expiring April 16, 2022.

EXECUTIVE SUMMARY

Staff inadvertently included an application for Ken Markin, who was already appointed to the board April 15, 2019, for a term expiring April 16, 2021. Council will need to make another appointment for vacant term expiring April 16, 2022.

BACKGROUND/DISCUSSION

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

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

Applicant	Ward	Citizen Academy Graduate
Cindy Gannon	4	No
Michael McKeever	6	No

FINANCIAL IMPACT

BOARD OR COMMISSION RECOMMENDATION

The Historic Preservation Commission recommends appointing Michael McKeever for a term expiring April 16, 2022.

ATTACHMENTS:

Name:	Description:
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Gannon.Cindy.07-03-18.pdf	Gannon, Cindy
McKeever.Michael.03-13-19.pdf	McKeever, Michael
roster_attendance.hpc.pdf	Historic Preservation Commission Attendance Roster
HPC_Roster.pdf	Historic Preservation Commission Roster

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
May 20, 2019

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

Historic Preservation Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Bonnie Kipper	June 1, 2015	6/5/17	April 16, 2020
Alyssa Phares	May 16, 2011	5/5/14; 6/5/17	April 16, 2020
Reanne Spears	June 16, 2018	---	April 16, 2020
Brianna DeWitt	June 5, 2017	04/16/18	April 16, 2021
Michael Cervantes	October 16, 2017	04/16/18	April 16, 2021
Ken Markin	April 15, 2019	---	April 16, 2021
Lauren Clark	May 20, 2019	---	April 16, 2022
Anne Hendrix	May 20, 2019	---	April 16, 2022
Vacant*			April 16, 2022
Felix Kinsley (honorary) (Town Crier/honorary)	June 6, 2005		N/A

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

Board of Appeals

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Craig Milde (architect)	November 2, 2015		June 4, 2020
Christopher Johnson (fire prtcn engnr)	November 16, 2015	---	September 4, 2020
Michael Annis (contractor) (Sebek)	March 4, 2013	06/06/16	June 4, 2021
(served as alternate)	April 2, 2001	7/6/04; 5/18/09	
Melanie Cantrell (structural engineer)	December 15, 2008	6/4/12; 6/05/17	June 4, 2022
Mark Strickland (mechanical)	October 6, 2014	06/05/17	June 4, 2022
(served as alternate)	June 2, 2014		
Kristen Uhrhan (architect) (alt.)	June 2, 2014	06/04/18	June 4, 2023
Brian Horrell	June 4, 2018	---	June 4, 2023
Robert Blasiney (contractor/electric)	January 20, 2015		June 4, 2024
(served as alternate)	October 6, 2014		
Willie Sandin (PE) (alt.)	January 20, 2015		June 4, 2024

Serve five year terms, appointed by Council. Of the seven members, no more than two from each of the following professions: (1) Registered design professional that is a registered architect; or a builder or superintendent of building construction with at least 10 years experience 5 of which shall have been in responsible charge of work; (2) Registered design professional with structural engineering or architectural experience; (3) Registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with 10 years experience 5 of which shall have been in responsible charge of work; (4) Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years experience 5 of which shall have been in responsible charge of work; (5) registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years experience 5 of which shall have been in responsible charge of work. If no applications from qualified residents, the qualified applicants from Cape Girardeau County may be considered (Ord. 4567) Meetings held second Thursday at 7:00 p.m. in Council Chambers. Board considers appeals from the building codes. Staff contact – Anna Kangas, Building and Code Enforcement Manager. 339-6327.

Golf Course Advisory Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Council member, ex-officio			
Nate Saverino	September 18, 2017	---	November 12, 2019
Keith Sander	November 17, 2014	11/7/16	November 12, 2019
Callie Welker	May 4, 2015	3/6/17	January 18, 2020
Mark Matthews	December 3, 2018	---	January 18, 2020
Gary Wren	September 18, 2017	---	September 4, 2020
Joshua J Schulz (Jaycees)	August 3, 2015	09/18/17	September 4, 2020
Ken House	September 18, 2017	11/06/17	November 12, 2020
Jerry Grim	October 15, 2012	11/2/15	November 12, 2021
Brad Wittenborn	December 3, 2018	---	November 12, 2021

Serve three year terms, appointed by City Council. One member shall be a member of Cape Jaycees and designated by that organization is its representative. Regular meetings held fourth Thursday at Noon at the A.C. Brase Arena. Parks and Recreation Director and Golf Course Superintendent meet with Board. A City Council Member may serve as liaison. Staff contact – Julia Jones, Parks & Recreation Director 339-6340.

Historic Preservation Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Bonnie Kipper	June 1, 2015	6/5/17	April 16, 2020
Alyssa Phares	May 16, 2011	5/5/14; 6/5/17	April 16, 2020
Reanne Spears	June 16, 2018	---	April 16, 2020
Brianna DeWitt	June 5, 2017	04/16/18	April 16, 2021
Michael Cervantes	October 16, 2017	04/16/18	April 16, 2021
Ken Markin	April 15, 2019	---	April 16, 2021
Lauren Clark	May 20, 2019	---	April 16, 2022
Anne Hendrix	May 20, 2019	---	April 16, 2022
Vacant*			April 16, 2022
Felix Kinsley (honorary) (Town Crier/honorary)	June 6, 2005		N/A

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

Parks and Recreation Advisory Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Council, ex-officio			
Nicholas Snyder	April 15, 2019		October 29, 2019
Tracey Glenn	October 17, 2016	---	October 29, 2019
Ken Stilson	March 15, 2017	---	October 29, 2019
David Cantrell	March 15, 2017	---	October 29, 2019
Beverly Evans (Tree Board Liason)	May 21, 2018	---	October 29, 2020
Kevin Noel	September 14, 2015	10/16/17	October 29, 2020
Pete Frazier	March 21, 2016	10/16/17	October 29, 2020
Roger Hudson	October 15, 2012	11/16/15; 10/15/18	October 29, 2021
Gunnar Knudtson	October 15, 2018	---	October 29, 2021
Bradley LaBruyere	October 15, 2018	---	October 29, 2021
Anne Dohogne	September 4, 2018	10/15/18; 4/16/19	October 29, 2021

Serve three year terms, appointed by Council. Regular meetings held second Monday at 5:30 p.m. in Council Chambers. A Council member may serve as liaison. Staff contact – Julia Jones, Parks & Recreation Director 339-6340.

Planning and Zoning Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Bruce Skinner	June 20, 2016	---	November 1, 2019
Douglas B. Spooler	April 15, 2013	11/02/15	November 1, 2019
Larry Dowdy	October, 15, 2012	10/17/16	November 1, 2020
Kevin Greaser	September 19, 2016	10/17/16	November 1, 2020
Jeff Glenn	March 18, 2013	8/4/14; 10/17/16	November 1, 2020
Thomas Welch	October 21, 2010	10/21/13; 11/06/17	November 1, 2021
Derek Jackson	November 19, 2018	---	November 1, 2022
Ed Thompson	November 19, 2018	---	November 1, 2022
Patrick Koetting	October 20, 2014	07/05/16; 11/19/18	November 1, 2022

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

Public Library Board of Trustees

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
David Dively	December 7, 2015	07/05/16;	June 30, 2019
Vacant*		---	June 30, 2019
John Voss	November 7, 2016	---	June 30, 2019
Amy Trueblood	March 3, 2014	6/16/14;6/19/17	June 30, 2020
John McGowan	August 6, 2012	6/16/14; 06/19/17	June 30, 2020
Rehka Patterson	July 24, 2017	----	June 30, 2020
Anthony Robinson	June 18, 2018	----	June 30, 2021
Eric Redinger	June 18, 2018	----	June 30, 2021
Stacy Lance Dohogne	June 15, 2015	6/18/18	June 30, 2021

Serve three year terms, appointed by Mayor and approved by Council. Meetings held first Thursday at 7:00 a.m. at the library. Members can only serve three consecutive terms (Mo State Statute) and shall not be eligible for further appointment to the board until two (2) years after the expiration of the third term. A Council member may serve as liaison. Staff contact – Katie Hill, Library Director 334-5279.

Special Business District Advisory Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Frank M. Kinder	August 4, 2003	7/17/06; 6/15/09, 6/18/12	June 30, 2015 *
Phillip Brinson	January 22, 2002	7/21/03; 7/17/06	June 30, 2015 *
Charles P. McGinty, Jr.	June 18, 2001	6/16/08; 6/15/09, 6/18/12 7/19/04,6/30/07; 6/21/10 6/17/13	June 30, 2016 *
David Hutson	July 23, 2007	6/16/08; 06/20/11; 7/7/14	June 30, 2017 *
Kent Zickfield	January, 1987	6/21/99; 6/17/02; 6/20/05 7/18/11; 7/7/14	June 30, 2017 *

Serve three year terms, appointed by Council. Meetings are called by Chairman; required to meet one time per year. The City Manager or his designee shall serve as an ex officio member. Commission administers downtown special business district. Molly Mehner, Development Services Director, 339-6327.

* As of 6/7/2017, the City Clerk is not to present appointment of the members of the Special Business District Advisory Commission to the City Council for consideration.

Tree Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Beverly Evans, Parks & Rec Brd Appointee	November 2, 2018		(P&R Term Expires)
Laura Klipfel	September 18, 2017	1/22/18	February 1, 2021
Jennifer Behnken	July 5, 2016	1/22/18	February 1, 2021
Stan Polivick, Public Works Dir			
Robert Harris	August 21, 2017	1/22/19	February 1, 2022
Sven Svenson	February 1, 2016	1/22/19	February 1, 2022
Julia Jones, Parks & Rec Dir			

Serve three year terms, appointed by City Council. Meetings held second Monday, bi-monthly beginning in February, at noon at the Osage Community Centre. Study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of public trees in parks, along streets and in other public places. Upon request by City Council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work. (Two Members added per Ord. 4516, 11/18/13) Staff contact—Julia Jones, Parks and Recreation Director, 339-6340.

The following advisory boards are not subject to code requirements relating to term limits and board attendance.

Cape County University of Missouri Extension Council

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Russell Humphrey	February 20, 2017	2/18/19	February 28, 2021

Serves two year term; House Bill 153 provides for one Extension Council Member to be appointed to represent Cape Girardeau and Jackson, the municipality with largest population appointing the member.

Cape Girardeau Area MAGNET Association

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Clint Tracy (County of Cape)	December, 2010	12/11; 12/12; 12/13	December 31, 2014
Mike Jennewein (County of Cape)	December, 2007	12/08;12/19;12/19;12/11;12/12;12/13	December 31, 2014
David Hitt (City of Jackson)	December, 2008	12/10; 12/11; 12/12; 12/13	December 31, 2014
Danny Essner (Chamber of Commerce)	December, 2010	12/11; 12/12; 12/13	December 31, 2014
Tim Porch (City of Scott)	December 2008	12/09; 12/10; 12/11; 12/12; 12/13	December 31, 2014
Brian Tapp (Semo Univ) – ex-officio	December, 2013	---	December 31, 2014
Bob Fox (City of Cape)	December 18, 2017	12/17/18	December 31, 2019
Robbie Guard (City of Cape)	September 5, 2017	12/18/17;12/17/18	December 31, 2019

Each member to serve one year term. Each member appointed by respective founder (City Council). Regular meeting held fourth Tuesday, 8:00 a.m., Chamber Office. Contact is John Mehner, Cape Girardeau Chamber of Commerce.

Cape Girardeau Partnership For Higher Education Advisory Committee

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
1 member – Cape City Council Loretta Schneider, City Representative April 5, 2010			N/A
1 member – City of Jackson Barbara Lohr, Mayor, City of Jackson			
6 members – Business and Industry Mike Smythe, Vice President and General Manager, KFVS12 Gary Rust, Chairman, Rust Communications Wayne Smith, VP Development/Administration, St. Francis Medical Center Mary Burton-Hitt, Executive Director, Southeast Missouri Hospital Foundation Kathy Swan, Owner, JCS/Tel-Link Linda Greaser, External Relations Leader, Procter & Gamble			
3 members – 1 member each representing 3 K-12 school systems (Cape, Jackson, one other CTC school district) Nate Crowden, Superintendent, Delta School District Dr. Ron Anderson, Superintendent, Jackson School District Dr. Jim Welker, Superintendent, Cape Girardeau School District			
1 member – representing Southeast Missouri State University Albert M. Spradling, III, Southeast Missouri State University Board of Trustees			
1 member – representing Mineral Area College Gary Romine, Mineral Area Board of Trustees			
1 member – representing Three Rivers Community College Marion Tibbs, Three Rivers Board of Trustees			
1 member – representing Cape Girardeau Career and Technology Center Rich Payne, Director, Cape Girardeau Career and Technology Center			
1 member – representing Southeast Hospital School of Nursing Dr. Tonya Buttry, Southeast Hospital College of Nursing and Health Science			

Committee established per Partnership Agreement approved by the Missouri Coordinating Board for Higher Education for the purpose of establishing a center that offers community-college type services in Cape Girardeau County. Advisory Committee will provide advice on the delivery of community college services and coursework in Cape Girardeau County.
 Contact: Dr. Steven Kurtz, Mineral Area College.

Convention and Visitors Bureau Executive Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Current Term Expires</u>
<u>Members appointed by City Council</u>			
Joel Neikirk	1/9/2017		December 31, 2019
Quantella Noto	1/9/2017	11/20/17	December 31, 2020
Scott Meyer (City Manager)	1/9/2017	12/03/18	December 31, 2021
<u>Members appointed by Cape Girardeau Area Chamber of Commerce Board of Directors</u>			
Chamber President John Mehner	1/3/2017		December 31, 2019
Adam Kidd	1/3/2017	12/01/17	December 31, 2020
Randy Kluge	1/3/2017		December 31, 2021

Serve three year terms, three, one of which is the City Manager, appointed by Council, three, one of which is the Chamber of Commerce President, by Cape Girardeau Area Chamber of Commerce Board of Directors. Meetings are held at least quarterly as called by the Convention and Visitors Bureau Director. Provide oversight on the operations of the CVB. Staff contact – Scott Meyer, City Manager, 339-6320.

Downtown Cape Girardeau Community Improvement District Board of Directors

	<u>Date Appointed/Oath</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Sheila Sauer	June 4, 2014	May 16, 2016	05/16/20
Kent Zickfield	June 4, 2014	May 16, 2016	05/16/20
Bruce Skinner	May 16, 2016	May 16, 2016	05/16/20
Lee Schlitt	May 16, 2016	May 16, 2016	05/16/20
John Rust	June 4, 2014	May 7, 2018	05/16/22
Lindy Pridmore	June 4, 2014	May 7, 2018	05/16/22
Dave Hutson	June 4, 2014	May 7, 2018	05/16/22

Serve four year terms, appointed by Mayor with consent of Council. All directors must be owners of real property or the legal authorized representative of an individual owning property within the district. The Board is required to meet one time per year. Commission administers downtown special business district. Staff liaison – Molly Mehner, Assistant City Manager, Development Services, 339-6327.

Enhanced Enterprise Zone Advisory Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Ron Anderson, Scott Districts	December 2, 2010		12/02/15
Dale Rauh, other taxing entities	December 2, 2010		12/02/15
Barbara Lohr, City of Jackson, Vice	November 18, 2010		11/18/14
Joe Uzoaru, City of Cape	April, 2014		11/18/18
John Thompson, Cape County, Sec	November 18, 2010		11/18/13
Danny Essner, Cape County	November 18, 2010		11/18/13
Vacant, Cape County	---		11/18/12

Appointed by entity noted. Liason is the Cape Girardeau Area MAGNET Executive Director

Investment Committee

	<u>Date Appointed</u>	<u>Term Expires</u>
Kathy Mangels (SEMO University)	August, 2006	N/A
Tony Balsano (St. Francis Med Ctr)	October 31, 2001	N/A
Brenda McCowan (Cape Public Schools)	August, 2006	N/A
member		
member		

Meet 2nd Wednesday of 2nd month of each quarter. Staff contact – John Richbourg, Finance Director 339-6325.

Joint Feasibility Study Committee

	<u>Date Appointed</u>	<u>Term Expires</u>
Diane Drury Edwards, MidAmerica appointment		end of study
Joel Niekirk, MidAmerica appointment		end of study
Randy Kluge, MidAmerica appointment		end of study
Kathy Bertrand, Council appointment	March 17, 2014	end of study
Craig Billmeyer, Council appointment	March 17, 2014	end of study
Danny Essner, Council appointment	March 17, 2014	end of study
Mark Lanzotti, Council liaison	March 17, 2014	end of study
Julia Jones, Staff Liaison	March 17, 2014	end of study

Three voting members appointed by Mid America Hotels; three voting members appointed by City Council; two non-voting members appointed by City Council, including one staff member and one council member; Committee created per Amendment to Development Agreement (March 2014) between Mid America Hotels Corp and City of Cape to review the scope and budget of the City Commission Feasibility Study as well as any proposed projects identified and evaluated by the Feasibility Study

Liquor License Review Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Lori Meyer, Chief Review Officer (CM appointment)	April 28, 2014		
Alex McElroy (CM appointment)	March 27, 2019		July 1, 2020
Brandon Cooper (Council appointment)	August 7, 2017	----	

Section 5-36 of the City Code establishes a three member Liquor License Review Board, consisting of two city employees appointed by the City Manager and a member appointed by the City Council to serve a three-year term.

River Campus Board of Managers

	<u>Date Appointed</u>	<u>Appointed By</u>	<u>Term Expires</u>
Dennis Vollink	8/16/99; 12/3/01; 12/6/04 11/19/07; 12/6/10; 11/4/13; 12/5/16	City Council	December 1, 2019
William Holland	02/13; 11/13; 12/16	Board of Regents	December 1, 2019
Victoria Rust	10/20/14; 12/4/17	City Council	December 1, 2020
Karl Kunkel	12/16; 12/17	Board of Regents	December 1, 2020
Rhonda Weller-Stilson	10/21/11; 12/14/18	Board of Regents	December 1, 2021
Scott Meyer	12/7/15; 12/03/18	City Council	December 1, 2021

Serve three year terms, three appointed by Council, three by Semo University Board of Regents. Board meets quarterly as needed. At least one of the city's appointees shall be from the hotel/motel industry. The Board is responsible for supervising the use of the River Campus facilities. Staff contact – Scott Meyer, City Manager, 339-6320.

Show Me Center University/City Multi-Use Center Board of Managers

	<u>Date Appointed</u>	<u>Appointed By</u>	<u>Term Expires</u>
Scott A. Meyer	7/6/09; 12/6/10; 11/4/13; 12/5/16	City Council	December 1, 2019
Kathy Mangels	1/1/06; 1/1/07; 11/13; 12/16	Board of Regents	December 1, 2019
Mike Buck	10/03/14; 12/17	Board of Regents	December 1, 2020
Don Kaverman	11/17/14; 12/04/17	City Council	December 1, 2020
Dr. Beth Easter	12/01/03; 1/19	Board of Regents	December 1, 2021
Lincoln Scott	1/4/15; 12/3/18	City Council	December 1, 2021

Serve three year terms, three appointed by Council, three by SEMO University Board of Regents. Meet first Wednesday, every other month. Board supervises use of Show Me Center facilities. Staff contact – Scott Meyer, City Manager, 339-6320.

Southeast Metropolitan Planning Organization

	<u>Date Appointed</u>	<u>Date Re-Appointed</u>	<u>Term Expires</u>
Mayor, alt. Mayor Pro-Tem (Cape)	October 15, 2012	11/03/14	November 1, 2016
City Mgr, alt. Asst CM-Dev (Cape)	October 15, 2012	11/03/14	November 1, 2016
(Semo Regional Planning)		---	November 1, 2016
(Cape Girardeau County)		---	November 1, 2016
(City of Jackson)		---	November 1, 2016
(Cape Girardeau County Transit Authority)		---	November 1, 2016
(City of Jackson)		---	November 1, 2016

Members serve two year terms. Transit representative will be alternately appointed by Semo University and Cape Transit Authority every two years. Cape County representative will be alternately appointed by County Commission and Cape Special Road District every two years. Each elected representative or board representative shall name one elected or appointed official as an alternate who may exercise full members powers during their absence. The alternate's term shall also correspond with the primary representative's term.

TIF Commission

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Maurice (Moe) Sandfort (city)	May 6, 2013	4/4/16	April 1, 2020
Jay Knudtson (city)	April 2, 2012	4/4/16	April 1, 2020
Kyle McDonald (school district)	July 28, 2015		to end of project
Neil Glass (school district)	November 2018		to end of project
Harry Kiefer (other districts)	July 2015		to end of project
Charles Herbst (county)	July 2015		to end of project
Roger Hudson (county)	July 2015		to end of project
Danny Essner (city)	April 1, 2002	4/5/05; 4/6/09; 03/18/13; 4/3/17	April 1, 2021
Albert M. Spradling III (city)	April 1, 2002	4/5/05; 4/6/09; 03/18/13; 4/3/17	April 1, 2021
John Mehner (city)	April 1, 2002	3/20/06; 4/5/10; 3/17/14; 04/02/18	April 1, 2022
Adrienne Henry (city)	August 3, 2015	04/02/18	April 1, 2022

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

Town Plaza Community Improvement District

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
R. Scott Blank	September 14, 2015	06/05/17	April 12, 2021
Jeffrey Campbell	May 21, 2018	----	April 12, 2021
Vivian Lee Hatcher Roberts	June 5, 2017	----	April 12, 2021
Scott Campbell	April 2, 2007	3/21/11;3/17/14;9/14/15; 3/4/2019	April 12, 2023 April 12, 2023
Jack Ford, President	March 4, 2019	----	

Members appointed by city serve four year terms, 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.

Cape Dogwood Community Improvement District

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Anandkumar Patel Jr	June 18, 2018	----	July 1, 2020
James P. Limbaugh	June 18, 2018	----	July 1, 2020
Mark Chapman Hogan	June 18, 2018	----	July 1, 2020
Anissa Fongyee Patel	June 18, 2018	----	July 1, 2022
Anandkumar Patel	June 18, 2018	----	July 1, 2022

On April 2, 2018, the City Council adopted Ordinance No. 5066 establishing the Cape Dogwood Community Improvement District. The Petition Authorizing the Formation of a Community Improvement District called for the appointment of five directors appointed by the Mayor with the consent of the City Council. The appointees must each be an owner or legally authorized representative of owner of real property with the district, or a registered voter residing within the proposed district. Two terms will expire July 1, 2022. Three terms will expire July 1, 2020.

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 6/3/2019

MEMORANDUM
Cape Girardeau City Council

SUBJECT

Three appointments to the Public Library Board of Directors for terms expiring June 30, 2022.

EXECUTIVE SUMMARY

David Diveley, John Voss, and Fran Austin have terms on the Public Library Board of Trustees expiring June 30, 2019. Fran Austin resigned from the Board April 9, 2019, due to no longer residing in the Library District. David Diveley and John Voss have expressed interest in reappointment. A copy of the board roster and attendance roster is attached for your review.

BACKGROUND/DISCUSSION

Appointments to the Public Library Board are made by the Mayor and approved by the City Council. The following individuals have expressed an interest in serving on the board, and their board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Cynthia Heischmidt	5	no
David Diveley	5	no
Emily Vines	2	no
James Newman	5	yes
John Voss	1	yes

GENERAL DIRECTION

Unless directed otherwise, one appointment to the Public Library Board of Directors for a term expiring June 30, 2021, will appear on a future agenda for consideration.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Dively.David.04-19-19.pdf	Diveley, David
<input type="checkbox"/> Heischmidt.Cynthia.03-26-19.pdf	Heischmidt, Cynthia
<input type="checkbox"/> Newman.James.4-10-19.pdf	Newman, James

Vines,Emily.4-29-19.pdf	Vines, Emily
Voss,John.04-09-19.pdf	Voss, John
Library Roster.pdf	Library Roster
roster_attendance.library.pdf	Library Attendance Roster

PUBLIC LIBRARY BOARD Attendance Record

Ordinance effective 4/13/00
P = present, A = absent

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1st letter	2nd letter	3rd letter	termi- nated
1st Thursday	3	7	7	4	2	6	4	1	5	3	7	5				04/09/19
Austin, Fran	P	P	P	P	P		Resigned 4/9/19									
Dively, David	P	P	P	P	P											
Lane, Stacey	P	P	P	P	P											
McGowan, John	P	P	P	P	P											
Patterson, Rehka	P	P	P	A	P											
Redinger, Eric	P	P	P	P	P											
Robinson, Anthony	P	P	P	P	P		Resigned (end of May)									
Trueblood, Amy	P	A	P	P	P											
Voss, John	P	P	P	P	A											

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1st letter	2nd letter	3rd letter	termi- nated
4th Thursday						7	5	23	6	4	1	6				04/18/18
Austin, Fran	P	P	P	P	P	P	P	P	P	P						
Dively, David	P	P	P	P	P	P	P	P	P	P						
Haley, Lucas	P	P	A				Resigned 4/18/18									
Lane, Stacey	P	P	A	P	P	P	P	P	P	P						
McGowan, John	P	P	P	P	P	P	P	A	P	P						
Patterson, Rehka	P	P	P	A	P	P	P	P	P	P						
Redinger, Eric																
Robinson, Anthony																
Thompson, Ed	P	A	P	A	P	P	Resigned 6/6/18									
Trueblood, Amy	P	P	P	P	P	P	P	P	P	P						#####
Voss, John	P	P	A	P	P	P	P	P	P	P						

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
May 20, 2019

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

Public Library Board of Trustees

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
David Dively	December 7, 2015	07/05/16;	June 30, 2019
Vacant*		---	June 30, 2019
John Voss	November 7, 2016	---	June 30, 2019
Amy Trueblood	March 3, 2014	6/16/14;6/19/17	June 30, 2020
John McGowan	August 6, 2012	6/16/14; 06/19/17	June 30, 2020
Rehka Patterson	July 24, 2017	----	June 30, 2020
Anthony Robinson	June 18, 2018	----	June 30, 2021
Eric Redinger	June 18, 2018	----	June 30, 2021
Stacy Lance Dohogne	June 15, 2015	6/18/18	June 30, 2021

Serve three year terms, appointed by Mayor and approved by Council. Meetings held first Thursday at 7:00 a.m. at the library. Members can only serve three consecutive terms (Mo State Statute) and shall not be eligible for further appointment to the board until two (2) years after the expiration of the third term. A Council member may serve as liaison. Staff contact – Katie Hill, Library Director 334-5279.