



# CITY OF CAPE GIRARDEAU, MISSOURI

## City Council Agenda

Bob Fox, Mayor  
Dan Presson, Ward 1  
Shelly Moore, Ward 2  
Vacant, 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](http://www.cityofcape.org/citycouncil)

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**August 5, 2019**  
**5:00 PM**

### **Invocation**

Pastor Matt McDonald of City 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**

- Visit with Citizens interested in appointment to Council Member Ward 3 until filled by election.

- 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 regarding the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020.

### **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.

2. Approval of the July 15, 2019, City Council regular session minutes.
3. BILL NO. 19-112, an Ordinance approving the Record Plat of Southeast Health West Campus. Second and Third Readings.
4. BILL NO. 19-113, an Ordinance approving the Record Plat of U-Haul of Cape Girardeau Subdivision. Second and Third Readings.
5. BILL NO. 19-117, a Resolution of support for the proposal from Starview Development, LLC, for the Star Vue Apartments workforce housing development. Reading and Passage.
6. BILL NO. 19-126, a Resolution authorizing the City Manager to execute Performance Guarantee Agreements with GMA Development, LLC, for Shadow Wood Villas, in the City of Cape Girardeau, Missouri. Reading and Passage.
7. BILL NO. 19-127, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Marquette Tower Property, LLC, for installation of a sign at 338 Broadway Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

8. Acceptance of Improvements and Authorize Final Payment to Reinhold Electric, for Project No. 15-077A-1, Runway 10-28 Lighting Rehabilitation at the Cape Girardeau Regional Airport.
9. Acceptance of the Improvements and Authorize Final Payment to Penzel Construction, Inc. for the improvements to the Capaha Ball Field in the City of Cape Girardeau.
10. Acceptance of streetlight improvements serving Deerfield Estates Phase 1 and the approval of the Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.
11. Reschedule the second City Council Meeting in October from October 21, 2019, to October 17, 2019.

## **Items Removed from Consent Agenda**

### **New Ordinances**

12. BILL NO. 19-118, an Ordinance authorizing the City Manager to execute a State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport. First Reading.
13. BILL NO. 19-119, an Ordinance approving the Record Plat of LaFont's First Amended. First Reading.
14. BILL NO. 19-120, an Ordinance approving the Record Plat of Sabella's First Subdivision. First Reading.
15. BILL NO 19-123., an Ordinance providing for the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020. First Reading.
16. BILL NO. 19-124, an Ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime on the north side of Jim Drury Way. First Reading.
17. BILL NO. 19-125, an Ordinance amending Schedule A of Section 26-228 of the City Code, by repealing certain speed limits on South West End Boulevard and establishing new speed limits on South West End Boulevard, in the City of Cape Girardeau, Missouri. First Reading.

### **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.

- Legal actions and litigation, confidential communications with legal counsel, and property transactions, pursuant to RSMo. Sections 610.021(1), and (2).

## **Memos**

- Analysis of Sales Tax Revenue for Year Ending March 31 2019.

## **Advisory Board Minutes**

**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

Discussion regarding appointment of a Council Member to represent Ward 3 until seat is filled by election.

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**EXECUTIVE SUMMARY**

Victor Gunn resigned from City Council effective July 15, 2019, because he moved outside Ward 3. He was serving a term as Council member Ward 3, set to expire April 2020. Section 3.07(c) of the City Charter states that the City Council must name a temporary replacement to fill the Ward 5 Council seat within sixty (60) days of the occurrence of the vacancy.

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**BACKGROUND/DISCUSSION**

Section 3.07(c) of the City Charters also states that a vacancy in the council shall be filled by the council for a period running until a special election can be held to fill the vacancy for the balance of the unexpired term, or until the normal expiration date for that term, whichever occurs first. Any council member appointed must have been a resident of that member's ward for a period of time not less than ninety (90) days immediately prior to the occurrence of the vacancy. On July 1, 2019, at its regularly scheduled meeting, the City Council discussed a process by which interested citizens of Ward 3 could show interest in being appointed. It was decided that interested persons should submit an application to the City Clerk's Office no later than 5:00 p.m., Wednesday, July 31, 2019. Applications were received from ten individuals.

Lacy Jane Burnette
Renita Green
Elizabeth Lockhart
Christina Mershon
Missy Phegley
* Ashley Roney
Tom Roy
* <i>Susan Joyce Smith</i> withdrawn
Nathaniel Thomas
Brad Tuschhoff
* <b>Citizen Academy Graduate</b>

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**STAFF RECOMMENDATION**

It is recommended that the City Council discuss the Ward 3 City Council Member temporary position.

**ATTACHMENTS:**

Name:	Description:

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**Staff:** W. Victor Brownlees, City  
**Agenda:** Treasurer  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-168

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**SUBJECT**

A public hearing regarding the levying of the annual City revenue tax; public health tax; Special Business District No. 2 tax; for the fiscal year ending on the 30th day of June, 2020.

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**EXECUTIVE SUMMARY**

This item provides for the holding of a public hearing and the consideration of an ordinance that would establish the property tax rates for the City of Cape Girardeau for the fiscal year ending June 30, 2020. This public hearing and ordinance are completed each year in accordance with statutory requirements, which have been established for the setting of the property tax rates for local governments. The tax levy rates included in this ordinance represent the current year's tax ceiling rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3037 for the General Fund, \$.0569 for the Health Fund, and \$.7076 for the Downtown Special Business District.

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**BACKGROUND/DISCUSSION**

In June, the City Council approved an ordinance adopting the budget for the current fiscal year. The adopted budget contained proposed tax levies, assumed assessed values and collection rates which would meet the requirements of the city and constitutional and statutory requirements for the establishment of a tax rate. The tax levies per \$100 valuation proposed by the adopted budget were \$0.3037 for the General Fund, \$0.0569 for the Health Fund and \$0.7076 for the Downtown Special District. These were the same rates as the previous year's levy.

Based on preliminary assessment figures recently received from the County, the City tax levies will remain the same for both the General Fund and the Health Fund as a result of a marginal increase of 1.12% in its current year's base assessed value (total assessed values - assessed values on new construction and annexed property). The Downtown Special Business District's levy will also remain the same as in the previous year as there has been no change to its base assessed value.

The initial assessed values of real property increased \$15,614,682 (2.97%) while the initial assessed values of personal property increased \$6,016,387 (4.72%) when compared to assessed valuations of the previous year. The assessed values of new construction and improvements were \$14,329,540, indicating an overall increase in base valuations of real property.

Cape Girardeau County has until August 15, 2019 to provide final assessment values to the City. Consequently the rates above may change for the second and third reading of this ordinance. In recognition of this, the public notice informing residents of the public hearing regarding proposed tax rates refers to the maximum allowable rates approved by voters.

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**FINANCIAL IMPACT**

The projected General Fund real estate and personal property tax revenue is \$1,987,528 based on the proposed levy, initial assessed values and expected collection rates. This is \$31,922 (1.63%) more than was projected for the 2018 - 2019 adopted budget.

A home owner that owns a house worth \$200,000 would only pay \$137.07 in real estate tax to the City, which is no change from the previous year. Residents would pay \$12.02 for each \$10,000 of personal property that they own.

### **STAFF RECOMMENDATION**

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In order to complete the fiscal requirements of the current budget year, it is recommended the City Council hold the public hearing.

### **ATTACHMENTS:**

Name:	Description:
No Attachments Available	

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**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

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**SUBJECT**

Approval of the July 15, 2019, City Council regular session minutes.

**ATTACHMENTS:**

Name:	Description:
 <a href="#">DROP_DOWN_2019.07.15_RegularsessionMinutes.docx</a>	7-15-2019 Minutes

**STUDY SESSION – July 15, 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, July 15, 2019, starting at 5:00 p.m. with Mayor Bob Fox presiding and Council Members Ryan Essex, Stacy Kinder, Shelly Moore, and Dan Presson present. Robbie Guard was absent.

**REGULAR SESSION – July 15, 2019****CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, July 15, 2019, at 5:20 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Stacy Kinder, Shelly Moore, and Dan Presson present. Robbie Guard was absent.

**ADOPTION OF THE AGENDA**

A Motion was made by Ryan Essex, Seconded by Stacy Kinder, to approve and adopt the Agenda with Bill NO. 19-115 removed from Consent Agenda.

Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

**APPEARANCES**

None.

**CONSENT AGENDA**

Approval of the July 1, 2019, City Council regular session minutes and closed session minutes.

BILL NO. 19-103, an Ordinance annexing unincorporated land into the City limits of the City of Cape Girardeau, Missouri, located at 4195 and 4196 Stone Crest, and 4150 Thousand Oaks Lane, upon the request of the property owners. Second and Third Readings.

BILL NO. 19-104, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by zoning the newly annexed properties located at 4195 and 4196 Stone Crest, and 4150 Thousand Oaks Lane, as R-1, Single Family Suburban Residential District. Second and Third Readings.

BILL NO. 19-105, an Ordinance extending the boundaries of Ward 4 to include properties newly annexed into the City Limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-106, 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 3567/3569 and 3575/3577 Baldwin Drive, in the City and County of Cape Girardeau, Missouri, from C-2 to R-3. Second and Third Readings.

**Regular****July 15, 2019****KK-258**

BILL NO. 19-107, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Medical Marijuana Facilities and the Personal Cultivation of Medical Marijuana. Second and Third Readings.

BILL NO. 19-109, a Resolution authorizing the City Manager to execute a Demolition Contract with Ronald Kucera, Jr., for the demolition of a building located at 1018 Good Hope Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-110, a Resolution authorizing the City Manager to execute a Demolition Contract with Steve's Hauling and Excavating, for the demolition of a building located at 1418 North Spanish Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-111, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Cape Girardeau Behavioral Health, LLC, for Southeast Health West Campus, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-114, a Resolution authorizing application to the Missouri Housing Development Commission under the 2020 Emergency Solutions Grant Program, for The Salvation Army, Safe House for Women, Inc., Community Partnership of Southeast Missouri, and Catholic Charities of Southern Missouri, and authorizing the City Manager to execute all necessary grant documents. Reading and Passage.

BILL NO. 19-116, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Bradley Schlosser Trust, for improvements located at 55 Themis Street/46 North Main Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

Approval of the Partial Release of Performance Guarantee Agreement for The Highlands at Hopper Crossing - Phase 1.

Appoint William Victor Brownlees as City Treasurer pursuant to Section 3.11 of the City Charter, and ratify all actions previously taken by him while acting in that capacity.

A Motion was made by Dan Presson, Seconded by Shelly Moore, to approve and adopt. Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

BILL NO. 19-103 will be Ordinance No. 5207; BILL NO. 19-104 will be Ordinance No. 5208; BILL NO. 19-105 will be Ordinance No. 5209; BILL NO. 19-106 will be Ordinance No. 5210; BILL NO. 19-107 will be Ordinance No. 5211; BILL NO. 19-109 will be Resolution No. 3268; BILL NO. 19-110 will be Resolution No. 3269; BILL NO. 19-111 will be Resolution No. 3270; BILL NO. 19-114 will be Resolution No. 3271; and BILL NO. 19-116 will be Resolution No. 3272.

#### **ITEMS REMOVED FROM CONSENT AGENDA**

BILL NO. 19-115, a Resolution authorizing the City Manager to execute an agreement with Counsilman-Hunsaker for design services relating to the Indoor Aquatic Facility Project, in the City of Cape Girardeau, Missouri. Reading and Passage.

Council Member Presson asked about how many more consultants are needed for the project, especially during the pre-planning of the project. City Manager Scott Meyer and Mayor Bob Fox both expressed that City staff does not have the expertise to advise on the aquatics facility, and

they also noted that the cost of the consultant is a small fraction of the overall cost of the project. Mr. Meyer stated it is important to hire good consultants to make a good decision. He said that Councilman-Hunsaker has worked a lot in the Midwest, and they are familiar with the humidity levels in the local environment.

Council Member Ryan Essex added that he had received calls about consultant fatigue. He said that although the City has great staff, they don't have expertise to design a \$15 million aquatic center.

Council Member Stacy Kinder asked the City Manager to reassure Council that the City is not paying to have the same work done over again. Mr. Meyer responded that money-wise the previous consultant did about half of the work. The work they completed belongs to the City, and does not have to be done again. Mrs. Kinder asked how the consultant, the City and the School will work with the Committee. Mr. Meyer said that he has met with School Superintendent Neil Glass in an effort to reach an agreement. Mayor Bob Fox is on the Committee. The Committee is working on a list of priorities, and then the consultant will take that list and make design recommendations based on the available funding. Mrs. Kinder added that even though the School is a partner on the project, it is still a City project which is being paid for by the City taxpayers. Mayor Fox stated that the City and School must agree on construction design before they can move on with the project. Mayor Fox said we want to do this project right, and the use of this consultant is a wise use of tax dollars.

A Motion was made by Dan Presson, Seconded by Shelly Moore, to approve and adopt. Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard  
BILL NO. 19-115 will be Resolution No. 3273.

## **NEW ORDINANCES**

BILL NO. 19-112, an Ordinance approving the Record Plat of Southeast Health West Campus. First Reading.

A Motion was made by Dan Presson, Seconded by Ryan Essex, to approve. Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

BILL NO. 19-113, an Ordinance approving the Record Plat of U-Haul of Cape Girardeau Subdivision. First Reading.

A Motion was made by Ryan Essex, Seconded by Stacy Kinder, to approve. Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

## **APPOINTMENTS**

Appointments to the Historic Preservation Commission

A Motion was made by Ryan Essex, Seconded by Dan Presson, to appoint Peter Reckling to the Historic Preservation Commission, for a term expiring April 16, 2022. Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

**Regular**

**July 15, 2019**

**KK-260**

Appointment to the Public Library Board of Directors

A Motion was made by Dan Presson, Seconded by Shelly Moore, to appoint Cynthia Heischmidt to the Public Library Board of Directors, for a term expiring June 30, 2021.  
Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

**OTHER BUSINESS**

City Council to elect, from its Members, a Mayor Pro Tempore.

A Motion was made by Ryan Essex, Seconded by Dan Presson, to elect Robbie Guard to serve as Mayor Pro Tempore.  
Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

**MEETING ADJOURNMENT**

A Motion was made by Ryan Essex, `Seconded by Dan Presson to adjourn.  
Motion passed. 5-0. Ayes: Essex, Fox, Kinder, Moore, Presson. Absent: Guard

The Regular Session ended at 5:45 p.m.

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Bob Fox, Mayor

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Bruce Taylor, Deputy City Clerk



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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
7/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-163

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**SUBJECT**

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An Ordinance approving the Record Plat of Southeast Health West Campus.

**EXECUTIVE SUMMARY**

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The attached ordinance approves a record plat for a two-lot subdivision on South Mount Auburn Road and South Silver Springs Road.

**BACKGROUND/DISCUSSION**

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A record plat has been submitted for Southeast Health West Campus, located south of Shawnee Parkway (Missouri State Highway 74) between South Mount Auburn Road and South Silver Springs Road. The property is zoned C-2 (Highway Commercial). The plat combines several tracts to create two new lots. The plat shows an exception for the omission of the required 10 foot utility easement along the rear lot lines of Lot Nos. 1 and 2. Staff supports the exception because there are no existing or proposed utilities in the locations where the easement is required.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission, at its February 13, 2019 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat Southeast Health West Campus.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	Southeast Health West Campus - Staff RRA Form
<a href="#">Map - SE Health West Campus.pdf</a>	Southeast Health West Campus - Map
<a href="#">Application - Southeast Health West Campus Record Plat.pdf</a>	Southeast Health West Campus - Application
<a href="#">Southeast Health West Campus Subdivision.pdf</a>	Southeast Health West Campus - Record Plat

BILL NO. 19-112

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

AN ORDINANCE APPROVING THE RECORD PLAT OF  
SOUTHEAST HEALTH WEST CAMPUS

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

ARTICLE 1. The record plat of Southeast Health West Campus, being a part of United States Private Survey No. 174, T 30 N, R 13 E, of the Fifth Principal Meridian, City and County of Cape Girardeau, State of Missouri, submitted by Southeast Hospital, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 18th day of June, 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: **Southeast Health West Campus Rd.**

LOCATION: Mt. Auburn Rd. & S. Silver Springs

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted to reconfigure several tracts into two (2) new lots along South Mt. Auburn Road and South Silver Springs Road. SEE STAFF REPORT FOR MORE DETAILS.

*[Signature]*  
 City Planner

12/27/18  
 Date

*[Signature]*  
 City Attorney

12/28/18  
 Date

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

*[Signature]*  
 City Manager

12/28/18  
 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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**VOTE COUNT:** 7 Favor      0 Oppose      0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

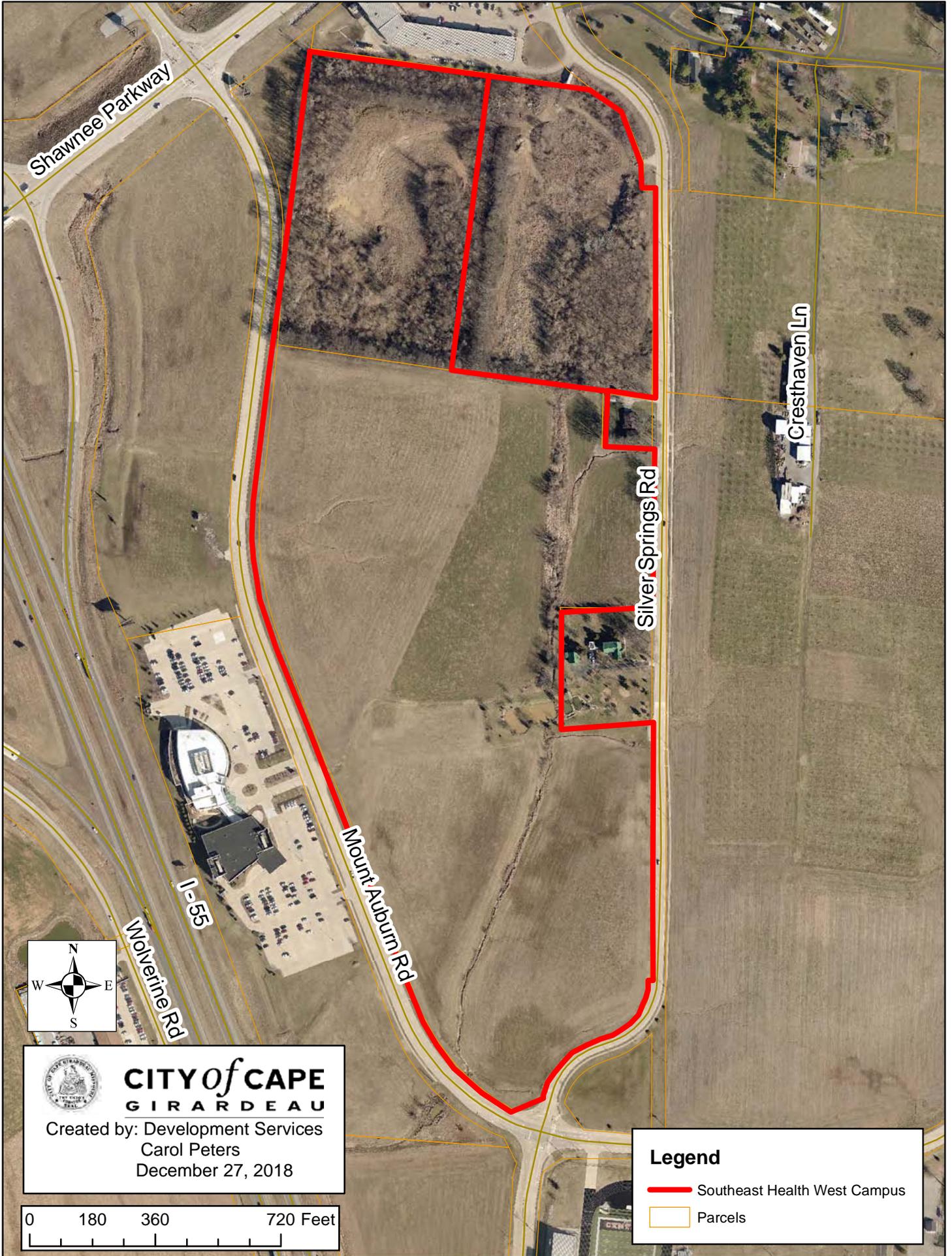
*[Signature]*  
 Kevin Greaser  
 Planning & Zoning Commission Secretary

**City Council Action**

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

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

# Southeast Health West Campus Record Plat





**SUBDIVISION PLAT APPLICATION**  
**CITY of CAPE GIRARDEAU**

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

<b>Name of Subdivision</b> SOUTHEAST HEALTH WEST CAMPUS		<b>Type of Plat: Preliminary, Record, or Boundary Adjustment</b> Record Plat	
<b>Applicant</b> SOUTHEAST HEALTH		<b>Property Owner of Record (if other than Applicant)</b>	
Mailing Address 1701 LACEY STREET	City, State, Zip Cape Girardeau, Mo 63701	Mailing Address	City, State, Zip
Telephone 573-651-5528	Email bgilliland@sehealth.org	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Brian Gilliland		(Attach additional owners information, if necessary)	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> Chris Kelley, Bowen Engineering and Surveying, P.C.		<b>Developer (if other than Applicant)</b>	
Mailing Address 2121 Megan Drive	City, State, Zip Cape Gir. MO 63701	Mailing Address	City, State, Zip
Telephone (573)339-5900	Email chriskelley@bowenengsurv.com	Telephone	Email

**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more information.

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

- Review Fee (payable to City of Cape Girardeau)
  - 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)

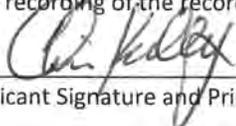
<input checked="" type="checkbox"/> Recording Fee Deposit (payable to City of Cape Girardeau)									
<table border="1"> <thead> <tr> <th>Sheet Size</th> <th>Record Plat</th> <th>Boundary Adjustment Plat</th> </tr> </thead> <tbody> <tr> <td>18" x 24"</td> <td>\$44.00</td> <td>\$24.00</td> </tr> <tr> <td>24" x 36"</td> <td>\$69.00</td> <td>\$29.00</td> </tr> </tbody> </table>	Sheet Size	Record Plat	Boundary Adjustment Plat	18" x 24"	\$44.00	\$24.00	24" x 36"	\$69.00	\$29.00
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)

**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.

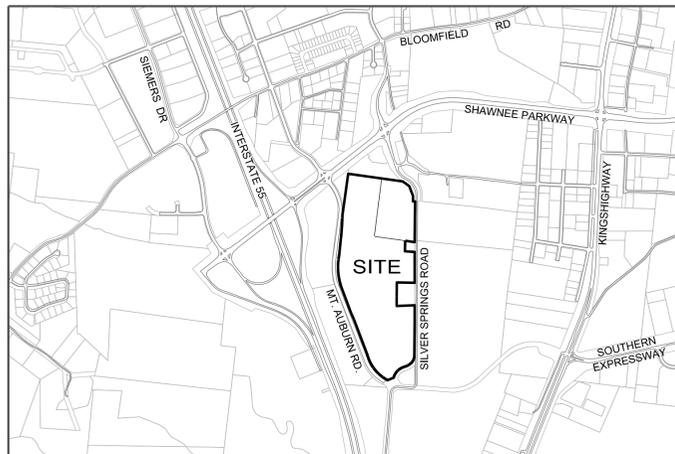
  
 Applicant Signature and Printed Name

12/19/2018  
 Date

OFFICE USE ONLY	
Date Received & By <u>12-19-18</u>	MUNIS Application No. <u>8416</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

# RECORD PLAT SOUTHEAST HEALTH WEST CAMPUS

A PART OF UNITED STATES PRIVATE SURVEY NO. 174, T. 30 N, R. 13 E, OF THE FIFTH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



LOCATION MAP

## SUBDIVISION DEDICATION

THE UNDERSIGNED, SOUTHEAST HOSPITAL, A MISSOURI NONPROFIT CORPORATION, OWNER OF A PART OF UNITED STATES PRIVATE SURVEY NO. 174, T. 30 N, R. 13 E, OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SHAWNEE CENTER SUBDIVISION AS RECORDED IN PLAT BOOK NO. 21 AT PAGE NO. 91 OF THE LAND RECORDS OF THE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND RECORDED IN BOOK NO. 422 AT PAGE NO. 697; THENCE S 07° 17' 30" W, 1,306.24 FEET ALONG SAID EAST LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF MT. AUBURN DRIVE AND BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 25° 48' 57" AND FROM WHICH A RADIAL LINE BEARS, S 85° 28' 16" E; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID CURVE AND RIGHT OF WAY LINE, 387.49 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:

S 21° 17' 15" E, 1,130.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF 42° 16' 10"; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID CURVE AND RIGHT OF WAY LINE, 413.13 FEET TO THE WEST RIGHT OF WAY LINE OF SILVER SPRINGS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:

N 66° 44' 08" E, 98.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 54° 32' 44" AND FROM WHICH A RADIAL LINE BEARS, S 74° 24' 46" E; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AND RIGHT OF WAY LINE, 218.96 FEET; THENCE N 70° 07' 47" E, 48.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF 70° 01' 27"; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AND RIGHT OF WAY LINE, 207.77 FEET; THENCE S 89° 53' 24" E, 10.48 FEET; THENCE N 00° 16' 09" E, 734.31 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK NO. 1307 AT PAGE NO. 146 AND BOOK NO. 1371 AT PAGE NO. 683; THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES:

S 86° 57' 28" W, 263.08 FEET; THENCE N 00° 16' 58" E, 331.81 FEET; THENCE N 86° 58' 36" E, 263.10 FEET TO THE WEST RIGHT OF WAY LINE OF SILVER SPRINGS ROAD; THENCE N 00° 43' 44" E, 450.83 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK NO. 562 AT PAGE NO. 703; THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES:

N 86° 22' 45" W, 142.99 FEET; THENCE N 02° 41' 47" E, 155.32 FEET TO THE SOUTH LINE OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2009-10106; THENCE S 81° 49' 57" E, 138.45 FEET ALONG THE SOUTH LINE OF SAID TRACT TO THE WEST RIGHT OF WAY LINE OF SILVER SPRINGS ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:

N 00° 01' 24" W, 602.05 FEET; THENCE S 89° 58' 08" W, 40.00 FEET; THENCE N 00° 01' 52" W, 73.77 FEET; THENCE N 20° 59' 39" W, 153.84 FEET; THENCE N 56° 37' 04" W, 83.33 FEET; THENCE N 52° 40' 39" W, 30.20 FEET TO THE SOUTHWEST CORNER OF SHAWNEE CENTER SUBDIVISION; THENCE N 82° 00' 53" W, 807.05 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING, CONTAINING 61.04 ACRES, MORE OR LESS.

HEREBY DECLARE THAT WE HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN HEREON, AND DO HEREBY NAME SAID SUBDIVISION "SOUTHEAST HEALTH WEST CAMPUS". THE UTILITY AND WATER LINE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER, SANITARY SEWER, AND STORM SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS.

THE ACCESS EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC IN PERPETUITY FOR THE PURPOSE OF PEDESTRIAN AND OTHER NON-MOTOR VEHICLE TRAVEL UPON THE SIDEWALKS LOCATED THEREIN.

IN WITNESS WHEREOF, SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

KEN BATEMAN, PRESIDENT AND CEO  
SOUTHEAST HOSPITAL, A MISSOURI NONPROFIT CORP.

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss

BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, APPEARED KEN BATEMAN, PRESIDENT AND CEO OF SOUTHEAST HOSPITAL, A MISSOURI NONPROFIT CORPORATION, KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, WHO DID EXECUTE THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

NOTARY PUBLIC MY TERM EXPIRES \_\_\_\_\_

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

CITY CLERK OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) ss

FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

AND DULY RECORDED IN DOCUMENT NO. \_\_\_\_\_

ANDREW DAVID BLATTNER, CAPE GIRARDEAU COUNTY RECORDER OF DEEDS

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU ) ss

THIS IS TO CERTIFY THAT AT THE REQUEST OF SOUTHEAST HEALTH THE TRACTS SHOWN HEREON WERE SURVEYED UNDER MY DIRECT SUPERVISION, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED CORRECTLY ON THIS PLAT; SAID SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF WEIGHTS AND MEASURES. THERE MAY EXIST OTHER DOCUMENTS THAT COULD AFFECT THIS PARCEL, OF WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. IN WITNESS WHEREOF, I HEREUNTO SET MY SEAL AND SIGNATURE

THIS 18th DAY OF June, 2019 A.D.

R. CHRISTOPHER BOWEN MO. P.L.S. #2232

## SURVEY NOTES:

THIS SURVEY CREATES A NEW 2 LOT SUBDIVISION FROM THE PARENT TRACTS RECORDED IN DOCUMENT NO. 2009-10106 AND DOCUMENT NO. 2013-04723

MEASURED DIMENSIONS SHOWN WITHOUT PARENTHESES DEED OR RECORD DIMENSIONS SHOWN WITH PARENTHESES

BASIS OF SURVEY DATUM - NAD83, M.S.P.C. ZONE 2401 EAST CORS STATION MOJK OF THE MoDOT GPS RTK NETWORK

LATITUDE	37°24'44.45833"	NORTH
LONGITUDE	089°39'00.22114"	WEST
ELLIPSOID HEIGHT	383.98	U.S. SURVEY FEET
NORTHING	575,956.0987	U.S. SURVEY FEET
EASTING	1,067,057.151	U.S. SURVEY FEET
ELEVATION	477.03	U.S. SURVEY FEET

AS PUBLISHED ON NATIONAL GEODETIC DATA SHEETS, RETRIEVAL DATE FEBRUARY 04, 2015 AND CONVERTED FROM METERS TO U.S. SURVEY FEET.

SURVEY CLASS - URBAN

AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE REAR LOT LINES OF LOT NOS. 1 AND 2.

## REFERENCES:

RIGHT OF WAY PLANS FOR ROUTE 74 SUPPLIED BY MoDOT

RIGHT OF WAY AND EASEMENT PLATS FOR MT. AUBURN ROAD FOR DRURY SOUTHWEST, INC. DATED JULY 17, 2000

ABSTRACT OF TITLE FROM CAPE GIRARDEAU COUNTY ABSTRACT AND TITLE COMPANY, FILE NO. 18216328

RECORD PLAT OF SHAWNEE CENTER AS RECORDED IN PLAT BOOK NO. 21 AT PAGE NO. 91

SURVEY OF 4 TRACTS BY BOWEN (PLS 2232) FOR ARMSTRONG HERITAGE INC. DATED JULY 1, 2001

SURVEY OF 4 TRACTS BY BOWEN (PLS 2232) FOR SOUTHEAST MISSOURI HOSPITAL ASSOCIATION DATED JANUARY 25, 2013

SURVEY OF 0.16 ACRE TRACT BY BOWEN (PLS 2232) FOR SOUTHEAST MISSOURI HOSPITAL ASSOCIATION AS RECORDED IN DOCUMENT NO. 2013-03139

GENERAL WARRANTY DEED, BOOK NO. 562 - PAGE NO. 703  
GENERAL WARRANTY DEED, BOOK NO. 646 - PAGE NO. 347  
GENERAL WARRANTY DEED, BOOK NO. 693 - PAGE NO. 486  
GENERAL WARRANTY DEED, BOOK NO. 1371 - PAGE NO. 657  
GENERAL WARRANTY DEED, BOOK NO. 1371 - PAGE NO. 683  
GENERAL WARRANTY DEED, DOCUMENT NO. 2007-04017  
GENERAL WARRANTY DEED, DOCUMENT NO. 2008-12771  
GENERAL WARRANTY DEED, DOCUMENT NO. 2009-10106  
GENERAL WARRANTY DEED, DOCUMENT NO. 2013-01581  
GENERAL WARRANTY DEED, DOCUMENT NO. 2013-01583

GENERAL WARRANTY DEED, DOCUMENT NO. 2013-04723  
EASEMENT, BOOK NO. 1067 - PAGE NO. 893  
EASEMENT, BOOK NO. 1102 - PAGE NO. 969  
EASEMENT, BOOK NO. 1140 - PAGE NO. 778

ONLINE MAPPING RECORDS FOR CAPE GIRARDEAU COUNTY, [HTTP://GIS.CAPECOUNTY.US/TAXPARCELVIEWER/](http://GIS.CAPECOUNTY.US/TAXPARCELVIEWER/)

## SURVEY MONUMENT NOTES:

- ◆ - FOUND CHISELED "X"
- - PREVIOUSLY SET 1/2" IRON PIN
- - SET 1/2" IRON PIN

## ZONING INFORMATION:

ZONING: C-2, HIGHWAY COMMERCIAL DISTRICT

NUMBER OF LOTS = 2

SMALLEST PROPOSED LOT SIZE = 10.00 ACRES - LOT 1  
LARGEST PROPOSED LOT SIZE = 51.04 ACRES - LOT 2  
TOTAL AREA OF SUBDIVISION = 61.04 ACRES

MAX. HEIGHT: 5 STORIES NOT TO EXCEED 60 FEET  
MIN. LOT AREA: NONE  
MIN. LOT WIDTH: NONE  
MIN. YARD REQUIREMENTS:

FRONT YARD - TWENTY-FIVE (25) FEET

REAR YARD - NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT

SIDE YARD - NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT

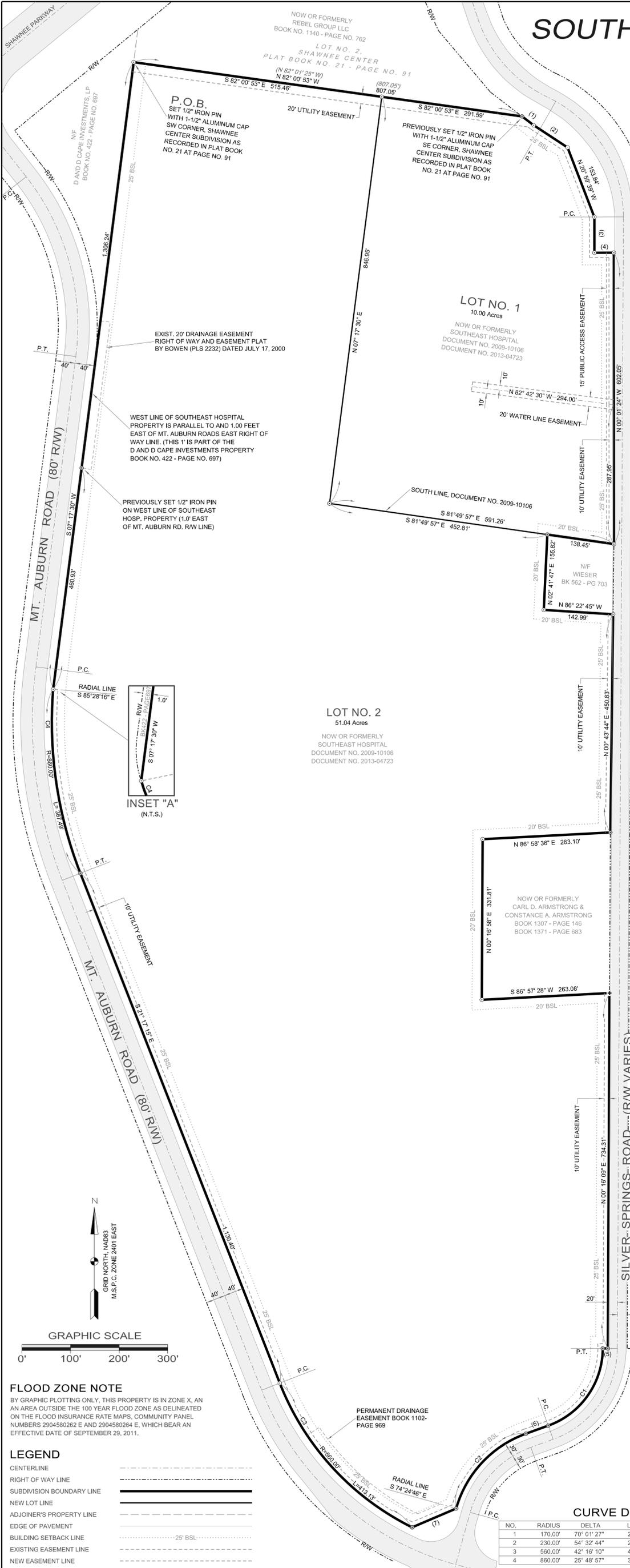
MIN. OPEN SPACE: FIFTEEN (15) PERCENT OF THE LOT AREA

## LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	N 52° 40' 39" W	30.20'
2	N 56° 37' 04" W	83.33'
3	N 00° 01' 52" W	73.77'
4	S 89° 58' 08" W	40.00'
5	S 89° 53' 24" E	10.48'
6	N 70° 07' 47" E	48.84'
7	N 66° 44' 08" E	98.65'

## CURVE DIMENSION TABLE

NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
1	170.00'	70° 01' 27"	207.77'	119.09'	195.07'	S 35° 07' 20" W
2	230.00'	54° 32' 44"	218.96'	118.57'	210.78'	S 42° 51' 36" W
3	860.00'	42° 16' 10"	413.13'	216.48'	403.83'	N 42° 25' 55" W
4	860.00'	25° 48' 57"	387.49'	197.09'	384.22'	N 08° 22' 46" W



**FLOOD ZONE NOTE**  
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X, AN AREA OUTSIDE THE 100 YEAR FLOOD ZONE AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBERS 2904580262 E AND 2904580264 E, WHICH BEAR AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

**LEGEND**

CENTERLINE	---
RIGHT OF WAY LINE	----
SUBDIVISION BOUNDARY LINE	=====
NEW LOT LINE	=====
ADJOINER'S PROPERTY LINE	-----
EDGE OF PAVEMENT	-----
BUILDING SETBACK LINE	-----
EXISTING EASEMENT LINE	-----
NEW EASEMENT LINE	-----

JOB NO.	S18-154
DATE	JUNE 18, 2019
FILE	S18154.DGN
CAUSE	S18154.ZIP
DWGN BY	JLR
CNO BY	CKK
SCALE	1"=100'

DESCRIPTION	DATE
ADDED W/ ESWMT	6/18/2019

**RECORD PLAT  
SOUTHEAST HEALTH WEST CAMPUS**

SOUTHEAST HEALTH  
1701 LACEY STREET  
CAPE GIRARDEAU, MO 63701

**Bowen**  
 ENGINEERING & SURVEYING  
 Consulting Engineers • Land Surveyors • Testing Laboratories  
 Bowen Engineering & Surveying, P.C.  
 Engineering Corporation - Missouri State Certificate of Authority #000283  
 Land Surveying Corporation - Missouri State Certificate of Authority #000166

2121 Megan Drive  
 Cape Girardeau, MO 63701  
 Ph: 573 339 5900  
 Fax: 573 339 1391  
[www.bowengsurv.com](http://www.bowengsurv.com)

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
7/15/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-164

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**SUBJECT**

---

An Ordinance approving the Record Plat of U-Haul of Cape Girardeau Subdivision.

**EXECUTIVE SUMMARY**

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The attached ordinance approves a record plat for combining two lots at the northeast corner of Industrial Drive and Progress Street.

**BACKGROUND/DISCUSSION**

---

A record plat has been submitted for U-Haul of Cape Girardeau Subdivision, located at the northeast corner of Industrial Drive and Progress Street. The property is zoned M-1 (Light Manufacturing/Industrial). The plat combines two lots to form one new lot.

Note: The plat was originally named Amerco Real Estate Subdivision. It was later changed to U-Haul of Cape Girardeau Subdivision.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission, at its June 12, 2019 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat U-Haul Subdivision.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	U-Haul of Cape Girardeau Subdivision - Staff RRA Form
<a href="#">Map - U-Haul of Cape Girardeau Subdivision.pdf</a>	U-Haul of Cape Girardeau Subdivision - Map
<a href="#">Application - Greater Cape Gir Comm Center Lot 48 and 49.pdf</a>	U-Haul of Cape Girardeau Subdivision - Application
<a href="#">18-326-01AD (ROS) PLAT (SH1) (1).pdf</a>	U-Haul of Cape Girardeau Subdivision - Record Plat Sheet 1
<a href="#">18-326-01AD (ROS) PLAT (SH2) (1).pdf</a>	U-Haul of Cape Girardeau Subdivision - Record Plat Sheet 2

BILL NO. 19-113

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

AN ORDINANCE APPROVING THE RECORD PLAT OF  
U-HAUL OF CAPE GIRARDEAU SUBDIVISION

---

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

ARTICLE 1. The record plat of U-Haul of Cape Girardeau Subdivision, being all of Lots 48 and 49 of Greater Cape Girardeau Commercial Center as recorded in Plat Book 12 at Page 6 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Amerco Real Estate Company, bearing the certification of James M. Powers, a Registered Land Surveyor, dated the 21st day of June, 2019, 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: AMERCO REAL ESTATE SUBDIVISION  
 LOCATION: Northeast corner of Industrial Drive and Progress Street

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted to combine two (2) lots at the northeast corner of Industrial Drive and Progress Street. SEE STAFF REPORT FOR MORE DETAILS.

By SCL  
 City Planner

5/28/19  
 Date

W. ERIC CUNNINGHAM  
 City Attorney

MAY 30, 2019  
 Date

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

[Signature]  
 City Manager

MAY 30, 2019  
 Date

***Planning & Zoning Commission***

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**VOTE COUNT:** 8 Favor      0 Oppose      0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]  
 Kevin Greaser  
 Planning & Zoning Commission Secretary

***City Council Action***

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

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

# U-Haul of Cape Girardeau Subdivision



**CITY of CAPE GIRARDEAU**  
Created by: Development Services  
Carol Peters  
April 26, 2019

0 55 110 220 Feet

**Legend**

-  Parcels
-  Lot Line



**SUBDIVISION PLAT APPLICATION**  
**CITY of CAPE GIRARDEAU**

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

<b>Name of Subdivision</b> Greater Cape Com Center - U-Haul		<b>Type of Plat: Preliminary, Record, or Boundary Adjustment</b> Record Plat of Lot Consolidation	
<b>Applicant</b> Americo Real Estate		<b>Property Owner of Record (if other than Applicant)</b>	
Mailing Address 701 S Carson Street, Ste. 200	City, State, Zip Carson City NV 89701	Mailing Address	City, State, Zip
Telephone 623-209-7378	Email jon_rice@uhaul.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Jon Rice		(Attach additional owners information, if necessary)	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> James "Mick" Powers, Red Plains Surveying		<b>Developer (if other than Applicant)</b>	
Mailing Address 1917 S Harvard Avenue	City, State, Zip Oklahoma City OK 73128	Mailing Address	City, State, Zip
Telephone 405-603-7842	Email Alicia@RPSurveying.com	Telephone	Email

**ADDITIONAL ITEMS  
REQUIRED**

See Instructions for more information.

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

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

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

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

**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.

**Alicia G McKay** Digitally signed by Alicia G McKay  
 Date: 2019.04.18 09:54:28 -05'00'

04/18/2019

Applicant Signature and Printed Name

Date

*Alicia G McKay*

<b>OFFICE USE ONLY</b>	
Date Received & By <u>4-25-19 gp</u>	MUNIS Application No. <u>8754</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____





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**Staff:** Ryan Shrimplin AICP, City  
**Agenda:** Planner  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-169

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**SUBJECT**

A Resolution of support for the proposal from Starview Development, LLC, for the Star Vue Apartments workforce housing development.

---

**EXECUTIVE SUMMARY**

The attached resolution ratifies the City Council's support of the Star Vue Apartments workforce housing development proposed by Starview Development, LLC.

---

**BACKGROUND/DISCUSSION**

Starview Development, LLC is proposing to redevelop the property at 1927 North Kingshighway for a workforce housing apartment community. The project is proposed to be done in phases (40 units in the first phase) and financed through tax credits from the Missouri Housing Development Commission (MHDC). Starview Development, LLC is requesting a resolution of support from the City Council to include with its tax credit application to MHDC. A written description and drawings of the proposed development are attached.

---

**FINANCIAL IMPACT**

The financing and tax credits are made available through the Missouri Housing Development Commission and will provide the financial resources to develop these apartments with affordable rents. These financing and tax credits are limited and competitive resources.

---

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

This development will provide safe and affordable workforce housing that is needed in Cape Girardeau. It will also help the City further the goals and objectives of the Comprehensive Plan pertaining to the provision of different housing types that meet all socio-economic needs of the community.

---

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution of support for the Star Vue Apartments workforce housing development.

---

**ATTACHMENTS:**

Name:	Description:
<a href="#">Resolution-Support_Starview_Development_2019.doc</a>	Resolution
<a href="#">Cape_letter_City_presentation_11.13.2017.pdf</a>	Star Vue Apartments - Written Description
<a href="#">3565_Star_Vue_Apts_Aug_2017.pdf</a>	Star Vue Apartments - Drawings

BILL NO. 19-117

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

A RESOLUTION OF SUPPORT FOR THE PROPOSAL  
FROM STARVIEW DEVELOPMENT, LLC, FOR THE STAR  
VUE APARTMENTS WORKFORCE HOUSING DEVELOPMENT

---

WHEREAS, Starview Development, LLC, is proposing to redevelop the property at 1927 North Kingshighway for a workforce housing apartment community; and

WHEREAS, the City of Cape Girardeau recognizes the need for safe, affordable, quality workforce housing; and

WHEREAS, the financing and tax credits available through the Missouri Housing Development Commission will provide the financial resources to develop these apartments with affordable rents, and;

WHEREAS, the financing and tax credits available through the Missouri Housing Development Commission are limited and competitive resources.

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

ARTICLE 1. The City Council hereby expresses its support for the proposal from Starview Development, LLC, for the 2019 MHDC Multi-family Rental Production Program Notice of Funding Availability, for the Star Vue Apartments workforce housing development.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bob Fox, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk

A brief description of our proposal to development affordable workforce housing -

We are submitting an application to MHDC this Fall for the funding of a 40 unit workforce housing apartment community. The term workforce housing was coined to describe an apartment development financed with tax credits to provide affordable rental rates to people who work in the area and want to live in the community where they work. The program started when the Mayor of Branson, Mo approached the executive director of MHDC and asked for help in funding affordable rental housing for the many workers who had jobs in their community, but were being forced to drive many miles every day to work due to the lack of affordable and/or adequate housing in the immediate area. This mayor actually used the term “workforce housing”. The staff adopted the term and designed a program to do exactly what she asked – the funding of the greatest housing need in their community that being “workforce housing”. The program caters to the working folks in a given community – the folks we all rely upon to provide all the services “the necessities of life” we have grown to want and need. Many times these apartments provide housing to teachers, policeman, fireman and convenience service providers. Workforce housing is often promoted by local economic development officials as they promote their community to new manufacturers and businesses seeking a possible new location in an industrial or business park. These potential residents work in the community and are looking for housing convenient to their employment. Or they are folks who live and work in your community and they want something nicer, more energy efficient, with modern conveniences, new amenities and most importantly affordability. This is not low-income housing. There is no rental assistance tied to these apartments. It is affordable because there is little or no debt. The apartments are funded through private equity provided by investors who have need of the tax credits. The tax credits are sold to investors and the proceeds are used to finance the construction and development of these quality apartments. With no debt these apartments provide new, energy efficient, affordable housing with all the newest conveniences and amenities. The renters are typically young adults (couples) with no or few children. They want nice, new, affordable housing near their employment and conveniences. These apartment communities have a full-time manager and maintenance person. The construction is as nice as anything being built in most communities. The maintenance is assured as the owners have not only MHDC watching, reviewing and inspecting, but an investors representative (syndicator) who is always watching, inspecting, reviewing and reporting on all things to the investor who has provided the funding for the development. Typically these apartment communities have an after school program for the children living in these communities. This program keeps the children occupied, busy and studying between the hours of 3:00 and 6:00 (the after-school hours). The overseer is typically a young teacher who is looking for additional income, and this provides the children with a great study hall environment and tutoring.

We are proposing a 40 unit apartment community with 24 two bedroom units and 16 three bedroom units. These units will be situated in three two story buildings – two sixteen unit buildings and one eight unit building. An office/community building will be situated near the entrance to the property, and abutting the entrance drive. These four buildings are situated on a six acre site. A site plan is being attached to this letter for a better description of the site and all improvements including the 92 parking spaces.

In the tax credit program a single person can rent a two bedroom unit. Many of our tenants will be single persons. More than a few will be seniors. We have found that the seniors quickly take the first floor units. I know that I do not have to remind you that many seniors are finding it necessary to work long after their first retirement. We are proposing 40 units on a six acre site off of N. Kingshighway with the entrance being at Starview Court.

One other quick, but significant point – 25% of these units will be marketed to higher income tenants. The typical tax credit tenant is at 60% of median income. We are proposing that ten of these units be marketed to tenants at 80% of median income. The higher income is part of the MHDC workforce housing program.

An important part of our application will be a resolution of support from the City Council. We sincerely appreciate your support of this development. Starview Development, LLC is the developer entity.

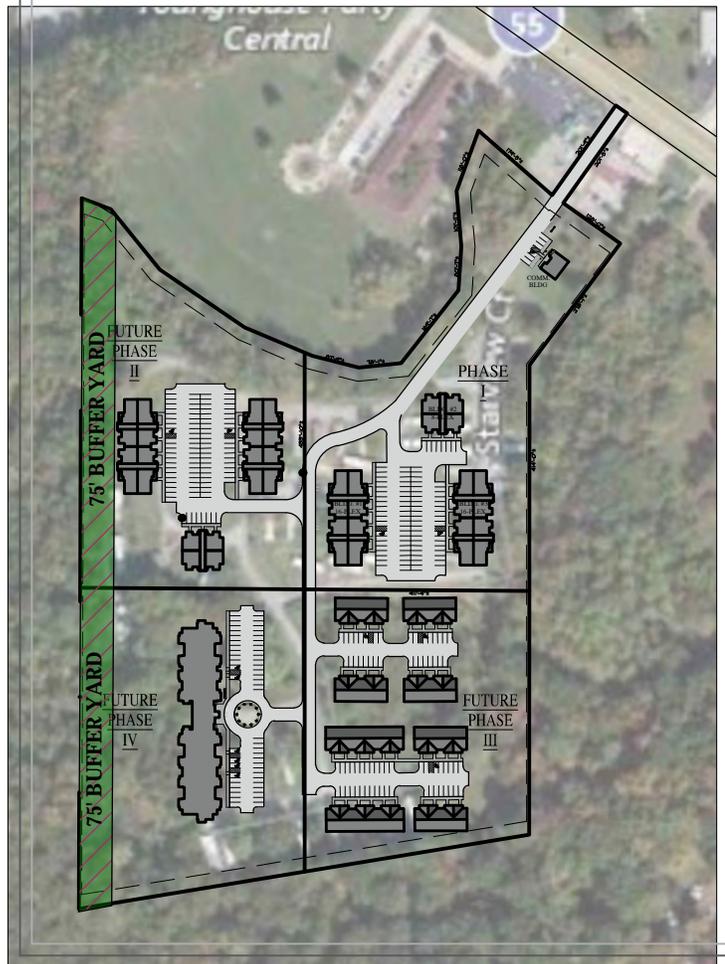
Starview Development, LLC

Brad Schlosser, Managing Member

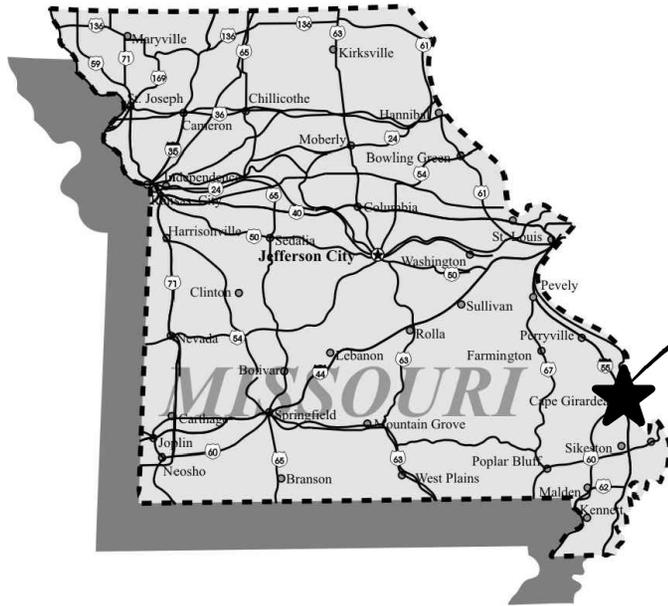


STAR VUE APARTMENTS  
Cape Girardeau, Missouri

PHASE I



AUGUST 2017



STAR VUE CT.  
CAPE GIRARDEAU, MO 63703

GPS WAYPOINT  
N 38° 09' 39"  
W 92° 37' 11"

## SITE LOCATION MAP

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

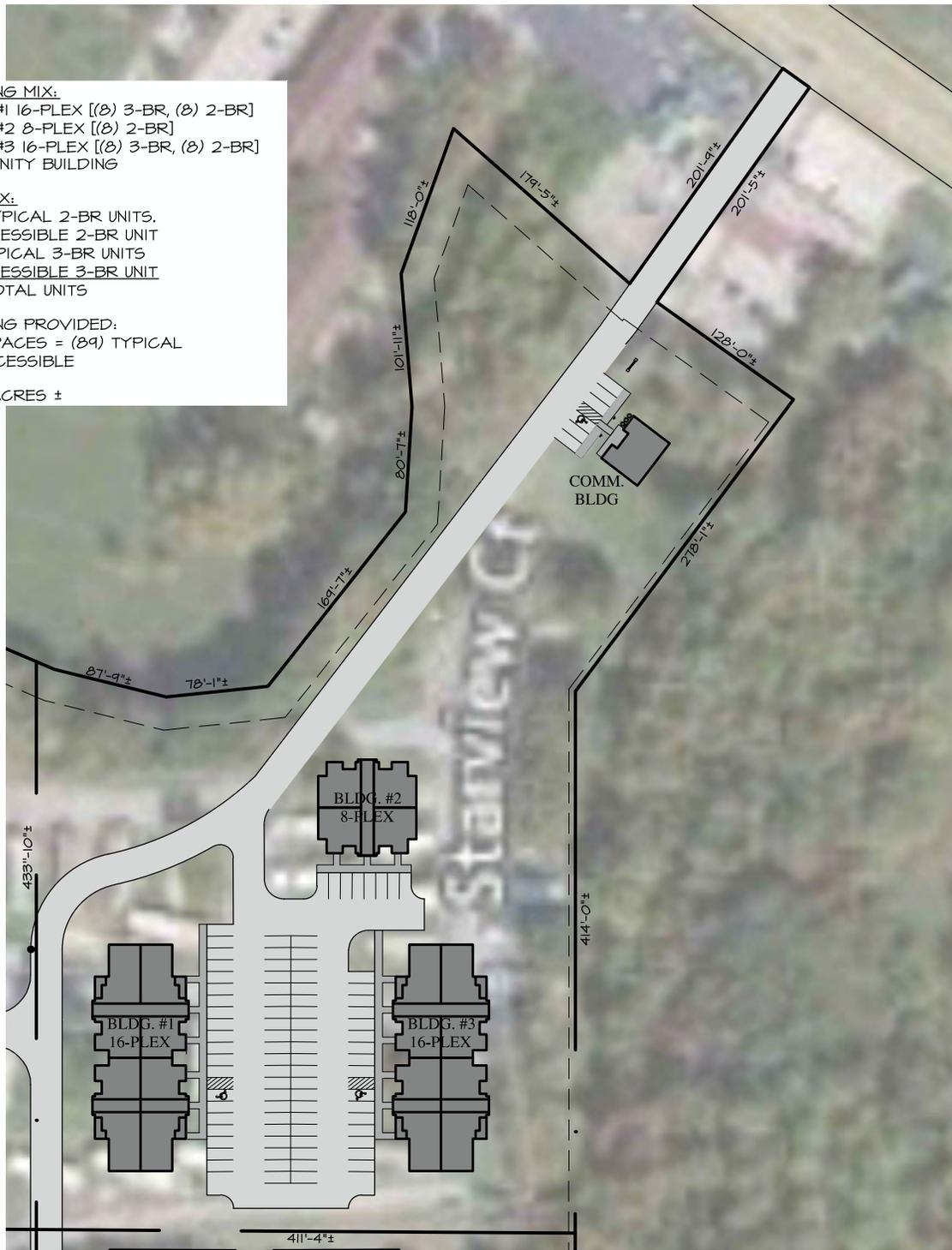
**Wallace**  
ARCHITECTS L.L.C.  
COPYRIGHT © 2017

**BUILDING MIX:**  
 BLDG #1 16-PLEX [(8) 3-BR, (8) 2-BR]  
 BLDG #2 8-PLEX [(8) 2-BR]  
 BLDG #3 16-PLEX [(8) 3-BR, (8) 2-BR]  
 COMMUNITY BUILDING

**UNIT MIX:**  
 (23) TYPICAL 2-BR UNITS.  
 (1) ACCESSIBLE 2-BR UNIT  
 (15) TYPICAL 3-BR UNITS  
 (1) ACCESSIBLE 3-BR UNIT  
 (40) TOTAL UNITS

**PARKING PROVIDED:**  
 (92) SPACES = (89) TYPICAL  
 (3) ACCESSIBLE

6.00 ACRES ±



# SITE PLAN

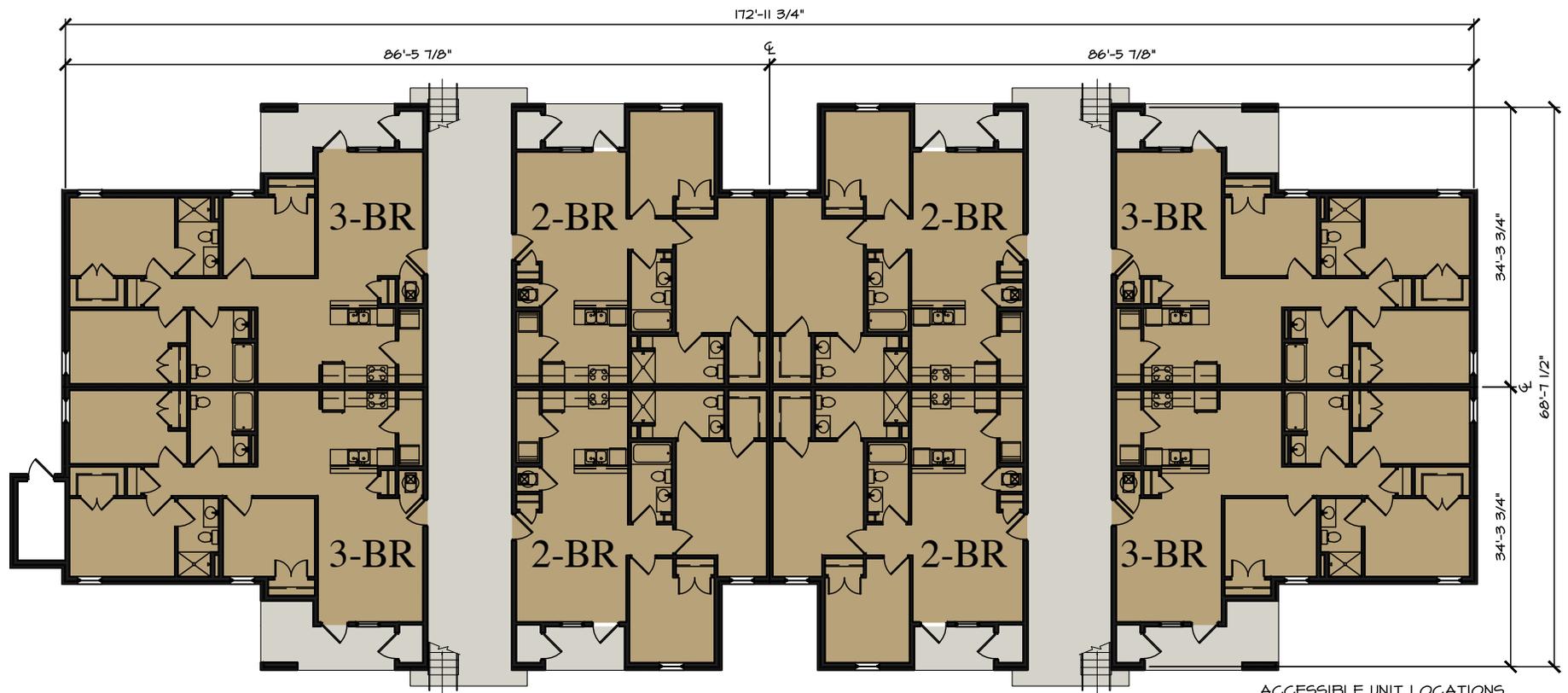
SCALE: 1" = 125'-0"

AUGUST 2017

## STAR VUE APARTMENTS

Cape Girardeau, Missouri





ACCESSIBLE UNIT LOCATIONS  
PER SITE PLAN

# 16-PLEX BUILDING 1ST FLOOR

(BLDGS. #1 & #3)

8380 SF HEATED  
164 SF STORAGE

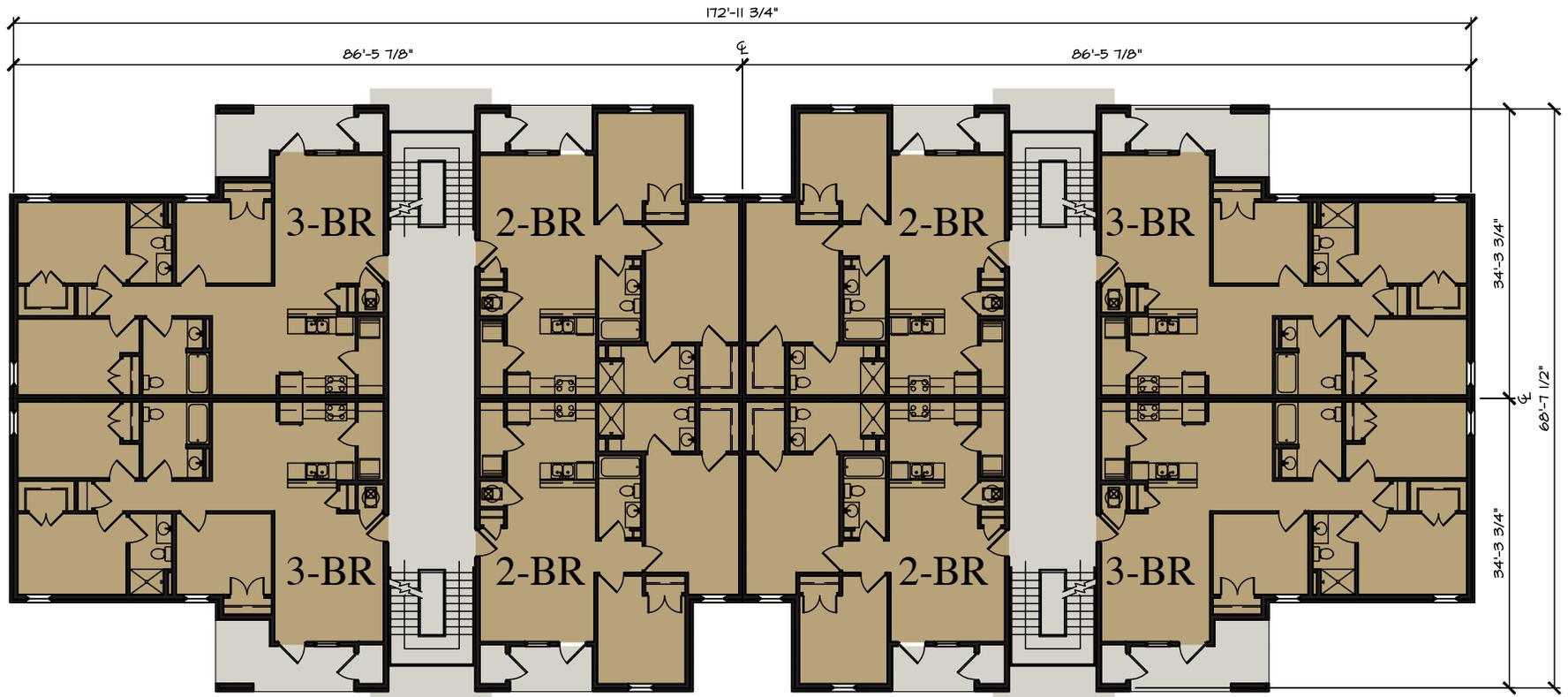
SCALE: 1" = 20'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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ARCHITECTS LLC  
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# 16-PLEX BUILDING 2ND FLOOR

(BLDGS. #1 & #3)

8380 SF HEATED  
164 SF STORAGE

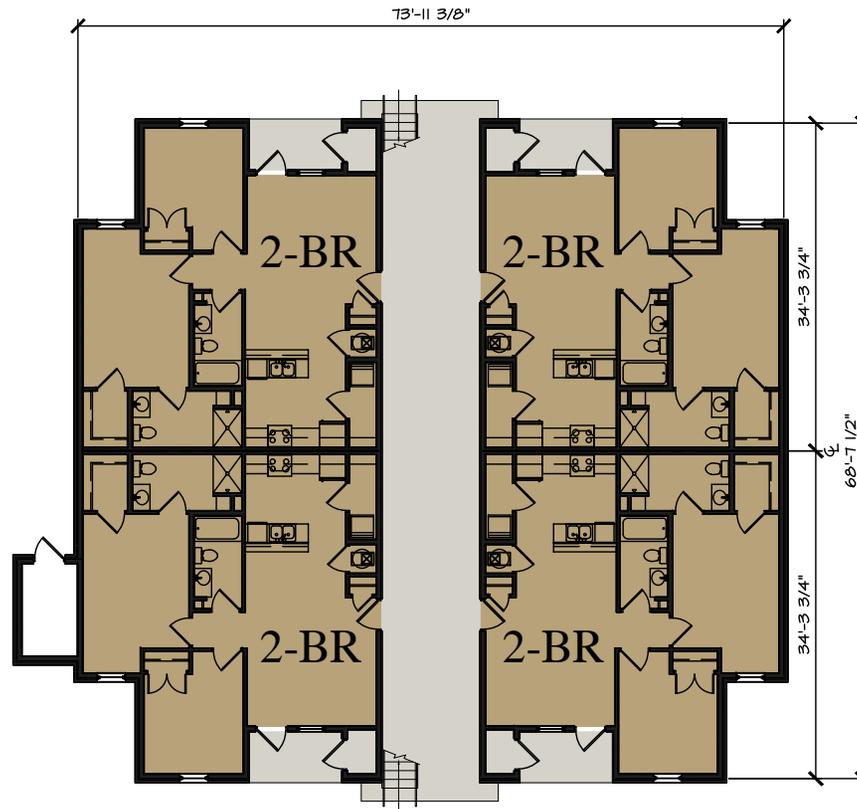
SCALE: 1" = 20'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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ARCHITECTS LLC  
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# 8-PLEX BUILDING 1ST FLOOR

(BLDG. #2)

3796 SF HEATED  
84 SF STORAGE

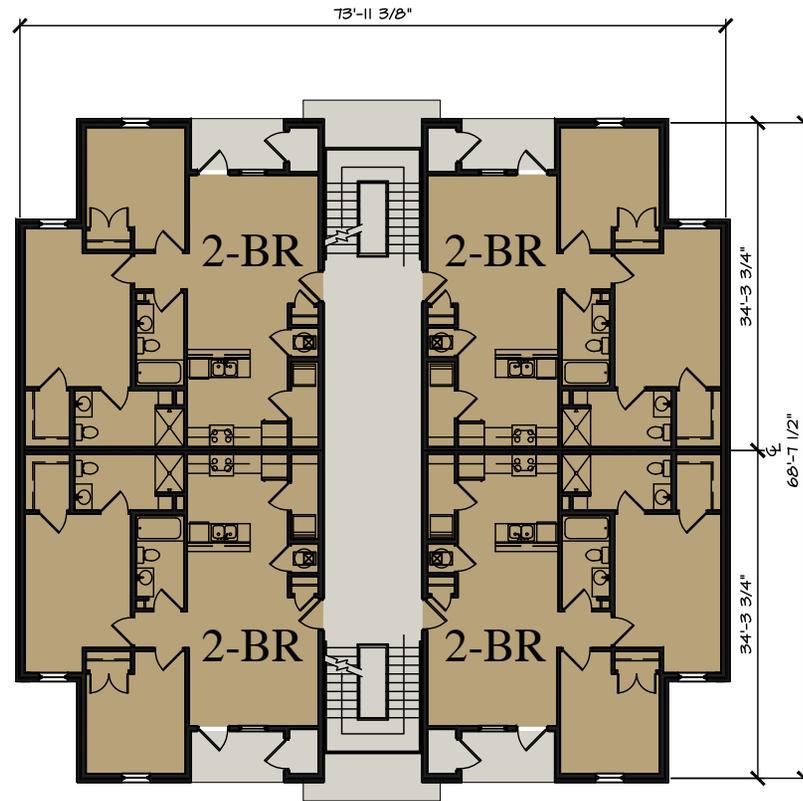
SCALE: 1" = 20'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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# 8-PLEX BUILDING 2ND FLOOR

(BLDG. #2)

3796 SF HEATED  
84 SF STORAGE

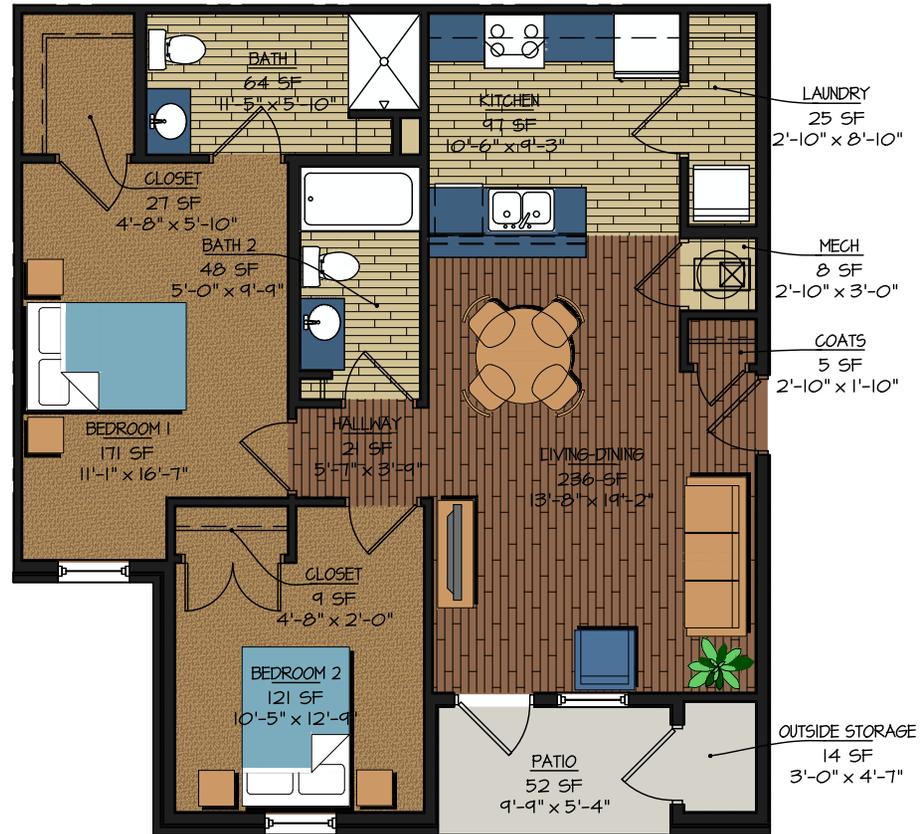
SCALE: 1" = 20'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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## 2-BR TYPICAL UNIT

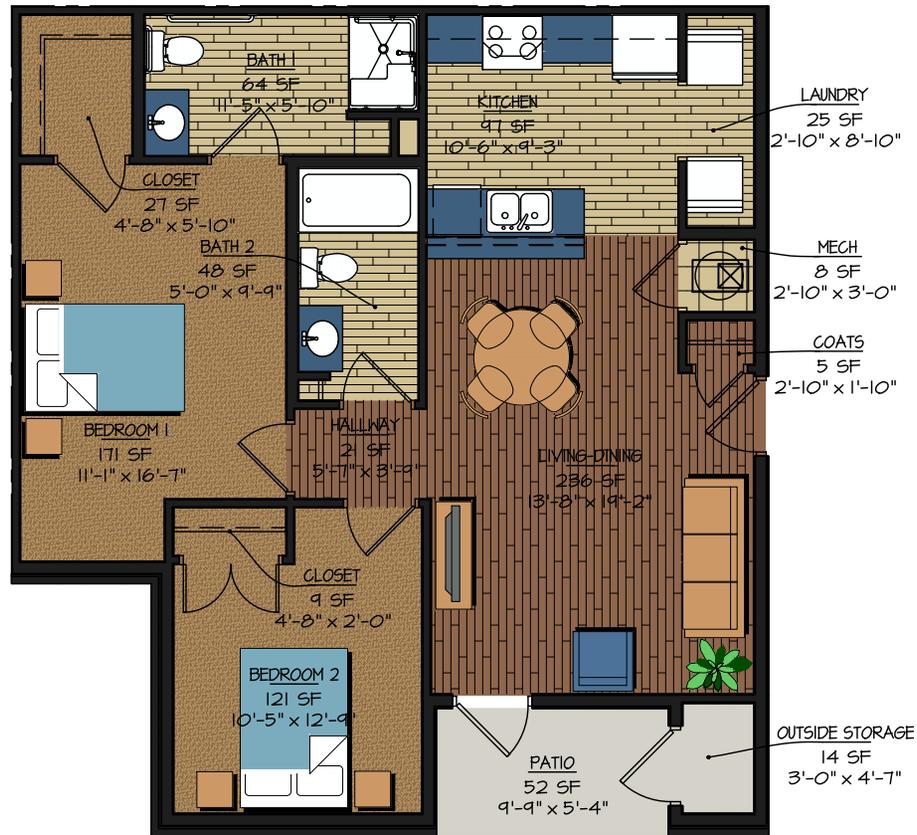
949 SF OUTSIDE FACE OF STUD  
 HEATED; 21 SF STORAGE  
 SCALE: 1/8" = 1'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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## 2-BR ACCESSIBLE UNIT

949 SF OUTSIDE FACE OF STUD  
HEATED; 21 SF STORAGE

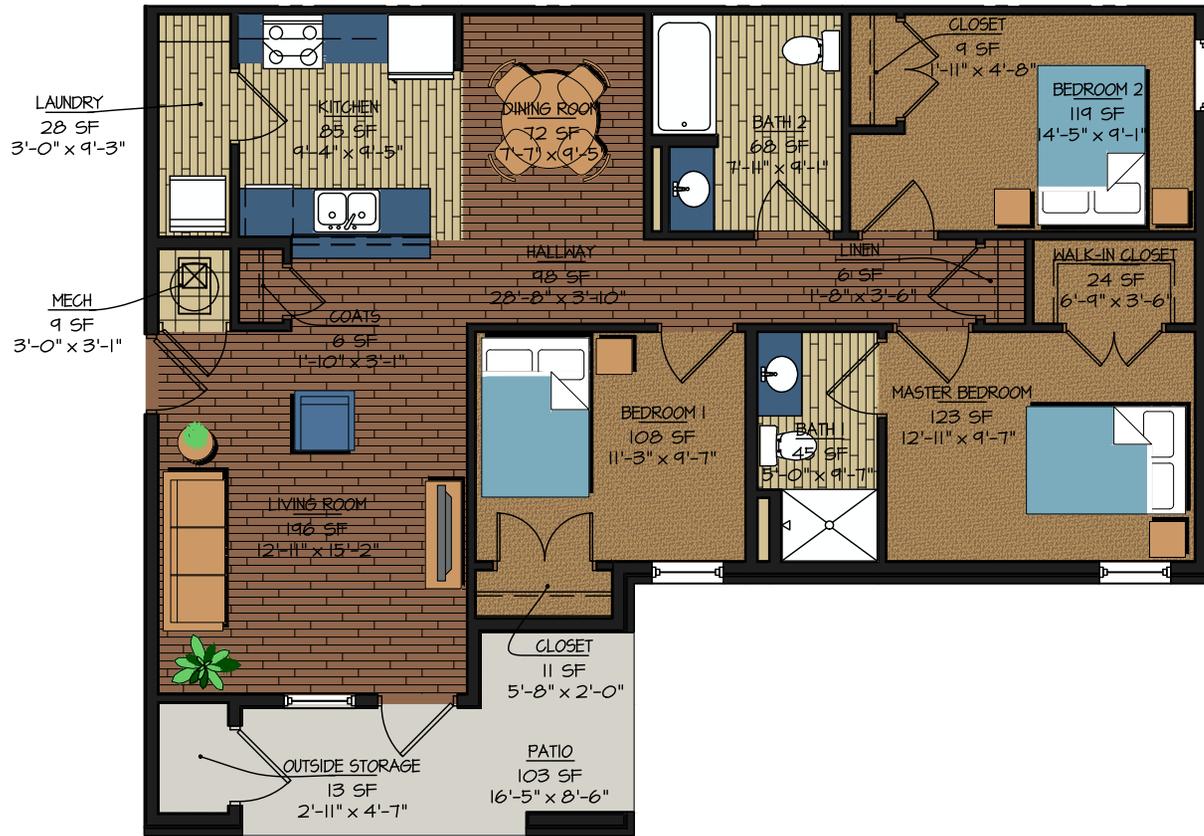
SCALE: 1/8" = 1'-0"

AUGUST 2017

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Cape Girardeau, Missouri

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## 3-BR TYPICAL UNIT

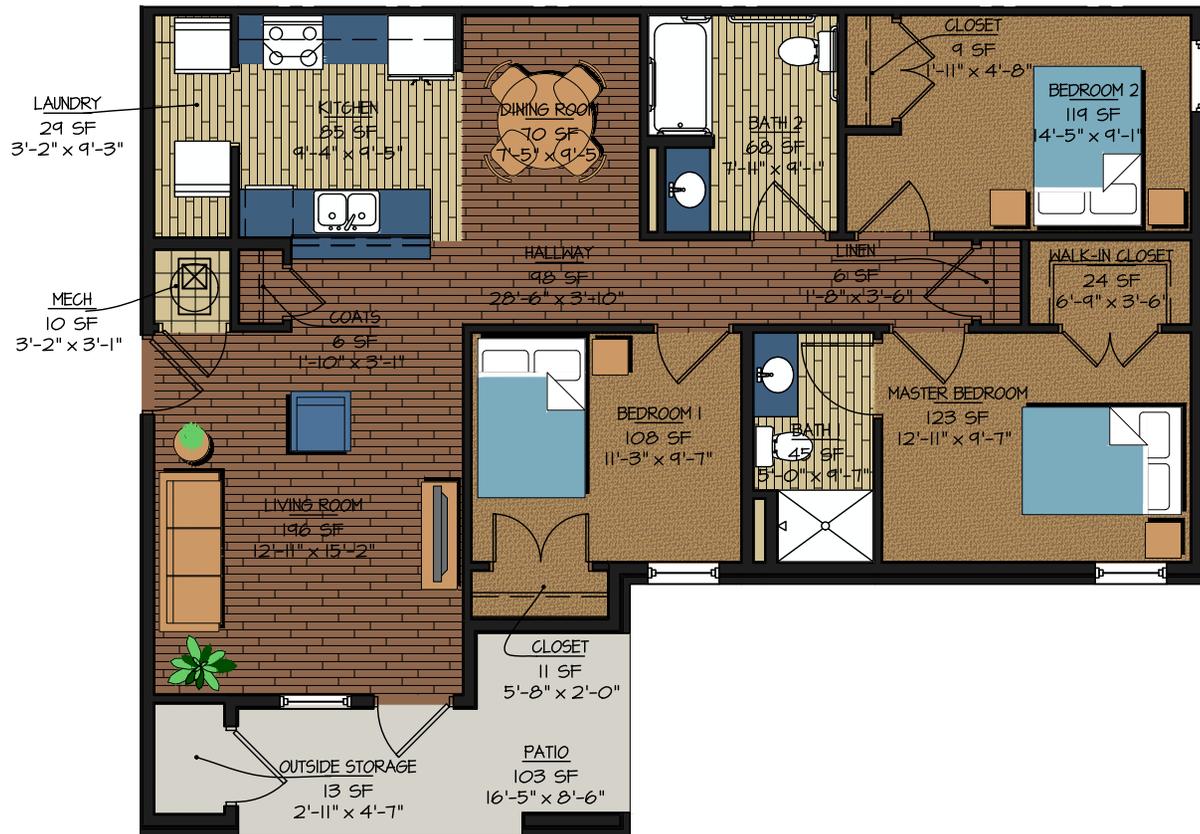
1146 SF OUTSIDE FACE OF STUD  
 HEATED; 20 SF STORAGE  
 SCALE: 1/8" = 1'-0"

AUGUST 2017

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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 ARCHITECTS LLC  
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# 3-BR ACCESSIBLE UNIT

1146 SF OUTSIDE FACE OF STUD  
HEATED; 20 SF STORAGE

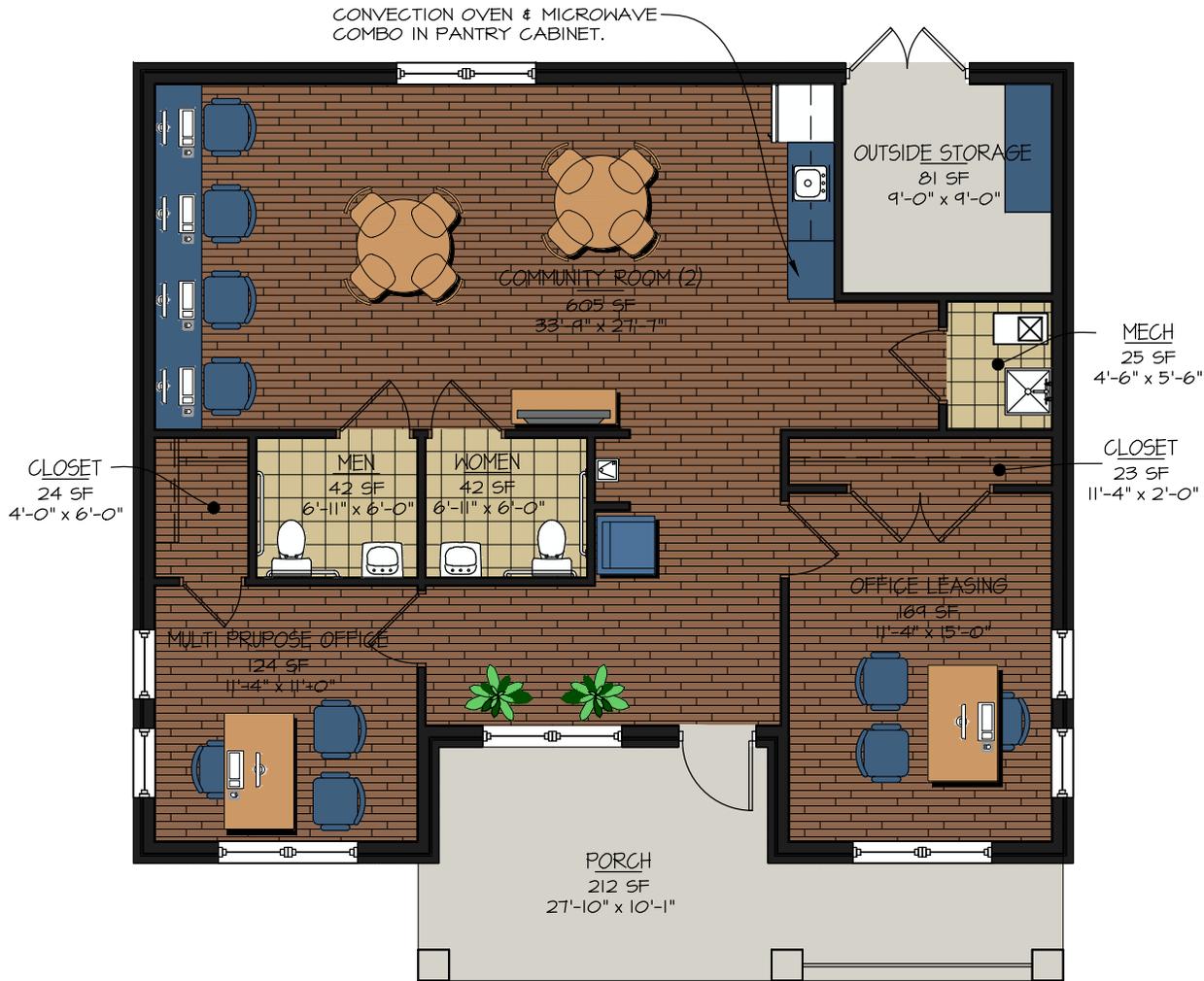
SCALE: 1/8" = 1'-0"

AUGUST 2017

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1259 SF MEASURED TO OUTSIDE OF STUD WALL

HEATED SF (NET) 1168  
MEASURED TO OUTSIDE OF STUD WALL. EXCLUDES PORCHES AND OUTSIDE STORAGE.

SCALE: 1/8" = 1'-0"

AUGUST 2017

# COMMUNITY BUILDING

STAR VUE APARTMENTS

Cape Girardeau, Missouri

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## 16-PLEX BUILDING ELEVATION

AUGUST 2017

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## COMMUNITY BLDG ELEVATION

AUGUST 2017

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-170

---

**SUBJECT**

A Resolution authorizing the City Manager to execute Performance Guarantee Agreements with GMA Development, LLC, for Shadow Wood Villas, in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

The attached Performance Guarantee Agreements replace the previous agreements for public improvements in the Shadow Wood Villas subdivision, which have expired.

---

**BACKGROUND/DISCUSSION**

The City and GMA Development, LLC, developer of the Shadow Wood Villas subdivision, previously entered into agreements for guaranteeing the installation of public improvements in the subdivision. Those agreements are now expired, and both parties have agreed to execute new agreements in lieu of the City requesting payment and completing the outstanding improvements. The developer requested that the improvements be divided into three separate agreements, each with a letter of credit issued by Wood & Huston Bank (one for sidewalks in Phase 1, one for sidewalks in Phase 2, and one for water, sanitary sewer, and streetlights in Phase 2). The agreements are attached.

---

**FINANCIAL IMPACT**

Per each agreement, if the developer does not complete the improvements in two years, the City may request payment from the letter of credit in order to cover the cost of completing the improvements.

---

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the City Manager to execute Performance Guarantee Agreements with GMA Development, LLC, for Shadow Wood Villas.

---

**ATTACHMENTS:**

Name:	Description:
<a href="#">☐ <u>Agreements_Performance_Guarantee_GMA_Development_Shadow_Wood_Villas.doc</u></a>	Resolution
<a href="#">☐ <u>Performance_Guarantee_Agreement_Shadow_Wood_Villas_(Sidewalks_Phase_1)_Partially_Executed.pdf</u></a>	Performance Guarantee Agreement - Shadow Wood Villas (Sidewalks - Phase 1)
<a href="#">☐ <u>Performance_Guarantee_Agreement_Shadow_Wood_Villas_(Sidewalks_Phase_2)_Partially_Executed.pdf</u></a>	Performance Guarantee Agreement - Shadow Wood Villas (Sidewalks - Phase 2)
<a href="#">☐ <u>Performance_Guarantee_Agreement_Shadow_Wood_Villas_(Water_Sanitary_Sewer_Streetlights_Phase_2)_Partially_Executed.pdf</u></a>	Performance Guarantee Agreement - Shadow Wood Villas (Water, Sanitary Sewer & Streetlights - Phase 2)

BILL NO. 19-126

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PERFORMANCE GUARANTEE AGREEMENTS WITH GMA DEVELOPMENT, LLC, FOR SHADOW WOOD VILLAS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute Performance Guarantee Agreements with GMA Development, LLC, for Shadow Wood Villas, in the City of Cape Girardeau, Missouri. The Agreements shall be in substantially the form attached hereto, which documents are hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

---

Bob Fox, Mayor

ATTEST:

---

Bruce Taylor, Deputy City Clerk

**PERFORMANCE GUARANTEE AGREEMENT**

Shadow Wood Villas – Sidewalks (Phase 1)

This Performance Guarantee Agreement, hereinafter referred to as the “Agreement”, is made and entered into this 30<sup>th</sup> day of July, 2019, by and between GMA DEVELOPMENT, LLC, a Missouri Limited Liability Company, having its principal office and place of business at 805 Enterprise Street, Cape Girardeau, Missouri 63701, hereinafter referred to as the “Developer”, and the CITY OF CAPE GIRARDEAU, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as the “City”.

**WITNESSETH:**

WHEREAS, the Developer and the City executed an Escrow Agreement dated June 24, 2016 for certain public site improvements within Shadow Wood Villas, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, said Escrow Agreement is now expired and a portion of said public site improvements are not completed; and

WHEREAS, the Developer and the City desire to execute this Agreement to replace said expired Escrow Agreement.

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

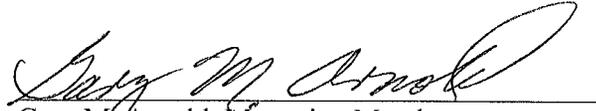
1. The Developer has submitted to the City a record plat of Shadow Wood Villas, hereinafter referred to as the “Subdivision”, which has been approved by the City. The Developer has also submitted improvement plans and specifications for the Subdivision, which have been approved by the City.
2. An Irrevocable Letter of Credit, hereinafter referred to as the “Letter of Credit”, has been issued for the cost of the improvements in the Subdivision by Wood & Huston Bank, hereinafter referred to as the “Financial Institution”. The Letter of Credit is attached to this Agreement as “Exhibit A” and incorporated herein by reference. The Letter of Credit guarantees that the City will receive payment in the event the Developer fails to complete the improvements per the terms of this Agreement. A summary of the improvements is attached to this Agreement as “Exhibit B”.
3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit, has sufficient resources with which to uphold its guarantee.

4. The City may authorize one or more partial releases of this Agreement (thus reducing the required Letter of Credit amount) as portions of the improvements are completed and ready for acceptance by the City. In no case shall the City release more than ninety-five percent (95%) of the original Letter of Credit amount until such time all of the improvements covered by the Letter of Credit, as shown in the approved improvement plans and specifications, are completed and ready for acceptance by the City.
5. Upon the full release of this Agreement, the Developer and the Financial Institution shall be released of any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the improvements, as shown in the approved improvement plans and specifications, are not completed and ready for acceptance by the City, then the City may request payment from the Letter of Credit as necessary in order to complete the improvements. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer without first obtaining the express written consent of such assignment by the City, but the City agrees to not unreasonably withhold such consent.

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the above date.

*(Signatures on following pages)*

DEVELOPER  
GMA Development, LLC

  
\_\_\_\_\_  
Gary M. Arnold, Managing Member

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

On this 30<sup>th</sup> day of July, 2019, before me personally appeared Gary M. Arnold, Managing Member of GMA Development, LLC, a Missouri Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company.

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

  
\_\_\_\_\_  
Notary Public

Name/My Commission Expires: 5-3-20

**LORI A. SIEBERT**  
Notary Public - Notary Seal  
State of Missouri  
Cape Girardeau County  
My Commission Expires May 3, 2020  
Commission #12468119



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

# IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 159

Amount: U.S. \$ 3,321.00 (three thousand three hundred and twenty one dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on July 30, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**

**GMA DEVELOPMENT LLC**  
Entity Type: Limited Liability Company  
805 ENTERPRISE ST  
CAPE GIRARDEAU, MO 63703

**BENEFICIARY:**

**CITY OF CAPE GIRARDEAU MISSOURI**  
Entity Type: Domestic Government Unit  
CITY HALL, 401 INDEPENDENCE ST  
CAPE GIRARDEAU, MO 63701

**ISSUER:**

**WOOD & HUSTON BANK**  
111 S Broadview St  
Cape Girardeau, MO 63703

**1. LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Wood & Huston Bank Letter of Credit No. 159 dated July 30, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

**2. DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

**3. DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

**4. EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 3:00PM Central Time (Time) on July 30, 2021 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

**5. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

**6. APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of , except as those laws conflict with the International Standby Practices 1998 (ISP98).

**ISSUER:**

Wood & Huston Bank

By Kristy L Nordin Date 7-30-19  
Kristy L Nordin, Vice President

GMA DEVELOPMENT LLC

Standby Letter Of Credit

MO/4LSiebert0000000001973040N

Wolters Kluwer Financial Services ©1996, 2019 Bankers Systems™

Initials \_\_\_\_\_  
Page 1



EXHIBIT B  
SUMMARY OF IMPROVEMENTS  
*(on following page)*

# CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES

To: Gary Arnold  
GMA Development, LLC

From: Thomas Wiesner, Project Manager

Date: 7/26/2019

Re: Shadow Wood Villas Escrow Status

Gary,

1. I have broken down the sidewalk construction:

Total Sidewalk Escrow (includes sidewalk around Shadow Circle).	\$33,750.00
Partial Release No.1 (includes Lots 1A, 1B, 2, 4, 5A, 5B, and north sidewalk).	-\$11,880.00
Remaining Escrow Amount	\$21,870.00
Sidewalk built for Lot 6A and 6B	-\$2,286.00
Remaining Escrow Amount	\$19,584.00
Sidewalk built for connector along Hawthorne Drive	-\$7,632.90
Remaining Escrow Amount for Sidewalk	<b>\$11,951.10</b>
Phase 1	\$3,321.00
Phase 2	\$8,630.10

2. I have also broken down the utilities construction (water, sewer, and street light):

Total Utilities Escrow (includes water, sewer and street light) both phases.	\$79,313.00
Partial Release No.1	\$42,615.00
Remaining Escrow Amount for Utilities in Phase 2	<b>\$36,698.00</b>

## PERFORMANCE GUARANTEE AGREEMENT

### Shadow Wood Villas – Sidewalks (Phase 2)

This Performance Guarantee Agreement, hereinafter referred to as the “Agreement”, is made and entered into this 30<sup>th</sup> day of July, 2019, by and between GMA DEVELOPMENT, LLC, a Missouri Limited Liability Company, having its principal office and place of business at 805 Enterprise Street, Cape Girardeau, Missouri 63701, hereinafter referred to as the “Developer”, and the CITY OF CAPE GIRARDEAU, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as the “City”.

#### **WITNESSETH:**

WHEREAS, the Developer and the City executed an Escrow Agreement dated June 24, 2016 for certain public site improvements within Shadow Wood Villas, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, said Escrow Agreement is now expired and a portion of said public site improvements are not completed; and

WHEREAS, the Developer and the City desire to execute this Agreement to replace said expired Escrow Agreement.

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

1. The Developer has submitted to the City a record plat of Shadow Wood Villas, hereinafter referred to as the “Subdivision”, which has been approved by the City. The Developer has also submitted improvement plans and specifications for the Subdivision, which have been approved by the City.
2. An Irrevocable Letter of Credit, hereinafter referred to as the “Letter of Credit”, has been issued for the cost of the improvements in the Subdivision by Wood & Huston Bank, hereinafter referred to as the “Financial Institution”. The Letter of Credit is attached to this Agreement as “Exhibit A” and incorporated herein by reference. The Letter of Credit guarantees that the City will receive payment in the event the Developer fails to complete the improvements per the terms of this Agreement. A summary of the improvements is attached to this Agreement as “Exhibit B”.
3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit, has sufficient resources with which to uphold its guarantee.

4. The City may authorize one or more partial releases of this Agreement (thus reducing the required Letter of Credit amount) as portions of the improvements are completed and ready for acceptance by the City. In no case shall the City release more than ninety-five percent (95%) of the original Letter of Credit amount until such time all of the improvements covered by the Letter of Credit, as shown in the approved improvement plans and specifications, are completed and ready for acceptance by the City.
5. Upon the full release of this Agreement, the Developer and the Financial Institution shall be released of any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the improvements, as shown in the approved improvement plans and specifications, are not completed and ready for acceptance by the City, then the City may request payment from the Letter of Credit as necessary in order to complete the improvements. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer without first obtaining the express written consent of such assignment by the City, but the City agrees to not unreasonably withhold such consent.

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the above date.

*(Signatures on following pages)*





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

# IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 158

Amount: U.S. \$ 8,630.10 (eight thousand six hundred and thirty dollars and ten cents U.S. DOLLARS)

This Letter of Credit is issued on July 30, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**

**GMA DEVELOPMENT LLC**  
Entity Type: Limited Liability Company  
805 ENTERPRISE ST  
CAPE GIRARDEAU, MO 63703

**BENEFICIARY:**

**CITY OF CAPE GIRARDEAU MISSOURI**  
Entity Type: Domestic Government Unit  
CITY HALL, 401 INDEPENDENCE ST  
CAPE GIRARDEAU, MO 63701

**ISSUER:**

**WOOD & HUSTON BANK**  
111 S Broadview St  
Cape Girardeau, MO 63703

**1. LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Wood & Huston Bank Letter of Credit No. 158 dated July 30, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

**2. DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

**3. DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

**4. EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 3:00 PM Central Time (Time) on July 30, 2021 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

**5. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

**6. APPLICABLE LAW.** This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of , except as those laws conflict with the UCP.

**ISSUER:**

Wood & Huston Bank

By *Kristy L Nordin* Date 7-30-19  
Kristy L Nordin, Vice President

GMA DEVELOPMENT LLC

Standby Letter Of Credit

MO/4LSiebert0000000001973040N

Wolters Kluwer Financial Services ©1996, 2019 Bankers Systems™

Initials \_\_\_\_\_  
Page 1



EXHIBIT B  
SUMMARY OF IMPROVEMENTS  
*(on following page)*

# CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES

To: Gary Arnold  
GMA Development, LLC

From: Thomas Wiesner, Project Manager

Date: 7/26/2019

Re: Shadow Wood Villas Escrow Status

Gary,

1. I have broken down the sidewalk construction:

Total Sidewalk Escrow (includes sidewalk around Shadow Circle).	\$33,750.00
Partial Release No.1 (includes Lots 1A, 1B, 2, 4, 5A, 5B, and north sidewalk).	-\$11,880.00
Remaining Escrow Amount	\$21,870.00
Sidewalk built for Lot 6A and 6B	-\$2,286.00
Remaining Escrow Amount	\$19,584.00
Sidewalk built for connector along Hawthorne Drive	-\$7,632.90
Remaining Escrow Amount for Sidewalk	<b>\$11,951.10</b>
Phase 1	\$3,321.00
Phase 2	\$8,630.10

2. I have also broken down the utilities construction (water, sewer, and street light):

Total Utilities Escrow (includes water, sewer and street light) both phases.	\$79,313.00
Partial Release No.1	\$42,615.00
Remaining Escrow Amount for Utilities in Phase 2	<b>\$36,698.00</b>

**PERFORMANCE GUARANTEE AGREEMENT**

Shadow Wood Villas – Water, Sanitary Sewer, and Streetlights (Phase 2)

This Performance Guarantee Agreement, hereinafter referred to as the “Agreement”, is made and entered into this 30<sup>th</sup> day of July, 2019, by and between GMA DEVELOPMENT, LLC, a Missouri Limited Liability Company, having its principal office and place of business at 805 Enterprise Street, Cape Girardeau, Missouri 63701, hereinafter referred to as the “Developer”, and the CITY OF CAPE GIRARDEAU, MISSOURI, a Missouri Municipal Corporation, hereinafter referred to as the “City”.

**WITNESSETH:**

WHEREAS, the Developer and the City executed an Escrow Agreement dated June 24, 2016 for certain public site improvements within Shadow Wood Villas, a subdivision located within the City of Cape Girardeau, Missouri; and

WHEREAS, said Escrow Agreement is now expired and a portion of said public site improvements are not completed; and

WHEREAS, the Developer and the City desire to execute this Agreement to replace said expired Escrow Agreement.

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

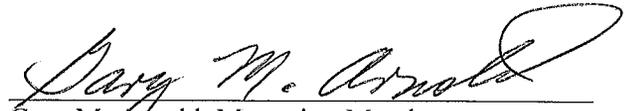
1. The Developer has submitted to the City a record plat of Shadow Wood Villas, hereinafter referred to as the “Subdivision”, which has been approved by the City. The Developer has also submitted improvement plans and specifications for the Subdivision, which have been approved by the City.
2. An Irrevocable Letter of Credit, hereinafter referred to as the “Letter of Credit”, has been issued for the cost of the improvements in the Subdivision by Wood & Huston Bank, hereinafter referred to as the “Financial Institution”. The Letter of Credit is attached to this Agreement as “Exhibit A” and incorporated herein by reference. The Letter of Credit guarantees that the City will receive payment in the event the Developer fails to complete the improvements per the terms of this Agreement. A summary of the improvements is attached to this Agreement as “Exhibit B”.
3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit, has sufficient resources with which to uphold its guarantee.

4. The City may authorize one or more partial releases of this Agreement (thus reducing the required Letter of Credit amount) as portions of the improvements are completed and ready for acceptance by the City. In no case shall the City release more than ninety-five percent (95%) of the original Letter of Credit amount until such time all of the improvements covered by the Letter of Credit, as shown in the approved improvement plans and specifications, are completed and ready for acceptance by the City.
5. Upon the full release of this Agreement, the Developer and the Financial Institution shall be released of any further obligation to the City insofar as the provisions of this Agreement are concerned.
6. If, after two (2) years from the date of this Agreement, all of the improvements, as shown in the approved improvement plans and specifications, are not completed and ready for acceptance by the City, then the City may request payment from the Letter of Credit as necessary in order to complete the improvements. Said request for payment shall be per the terms of the Letter of Credit.
7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.
8. No part of this Agreement may be assigned by the Developer without first obtaining the express written consent of such assignment by the City, but the City agrees to not unreasonably withhold such consent.

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement as of the above date.

*(Signatures on following pages)*

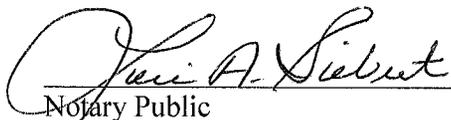
DEVELOPER  
GMA Development, LLC

  
\_\_\_\_\_  
Gary M. Arnold, Managing Member

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

On this 30<sup>th</sup> day of July, 2019, before me personally appeared Gary M. Arnold, Managing Member of GMA Development, LLC, a Missouri Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Limited Liability Company.

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

  
\_\_\_\_\_  
Notary Public

Name/My Commission Expires: 5-3-20

LORI A. SIEBERT  
Notary Public - Notary Seal  
State of Missouri  
Cape Girardeau County  
My Commission Expires May 3, 2020  
Commission # 12468119

CITY  
City of Cape Girardeau, Missouri

\_\_\_\_\_  
Scott A. Meyer, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

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

On this this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Scott A. Meyer, City Manager of the City of Cape Girardeau, Missouri, a Missouri Municipal Corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

Name/My Commission Expires:



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

# IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 157

Amount: U.S. \$ 36,698.00 (thirty six thousand six hundred and ninety eight dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on July 30, 2019 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

**APPLICANT:**

**GMA DEVELOPMENT LLC**  
Entity Type: Limited Liability Company  
805 ENTERPRISE ST  
CAPE GIRARDEAU, MO 63703

**BENEFICIARY:**

**CITY OF CAPE GIRARDEAU MISSOURI**  
Entity Type: Domestic Government Unit  
CITY HALL, 401 INDEPENDENCE ST  
CAPE GIRARDEAU, MO 63701

**ISSUER:**

**WOOD & HUSTON BANK**  
111 S Broadview St  
Cape Girardeau, MO 63703

**1. LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under Wood & Huston Bank Letter of Credit No. 157 dated July 30, 2019." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

**2. DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

**3. DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

**4. EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 3:00PM Central Time (Time) on July 30, 2021 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

**5. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

**6. APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of , except as those laws conflict with the International Standby Practices 1998 (ISP98).

**ISSUER:**

Wood & Huston Bank

By Kristy Nordin Date 7/30/19  
Kristy L Nordin, Vice President

GMA DEVELOPMENT LLC

Standby Letter Of Credit

MO/4LSiebert000000001973042N

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Initials \_\_\_\_\_  
Page 1



EXHIBIT B  
SUMMARY OF IMPROVEMENTS  
*(on following page)*

# CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES

To: Gary Arnold  
GMA Development, LLC

From: Thomas Wiesner, Project Manager

Date: 7/26/2019

Re: Shadow Wood Villas Escrow Status

Gary,

1. I have broken down the sidewalk construction:

Total Sidewalk Escrow (includes sidewalk around Shadow Circle).	\$33,750.00
Partial Release No.1 (includes Lots 1A, 1B, 2, 4, 5A, 5B, and north sidewalk).	-\$11,880.00
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Partial Release No.1	\$42,615.00
Remaining Escrow Amount for Utilities in Phase 2	<b>\$36,698.00</b>

---

**Staff:** Kelly Green, P.E., City Engineer  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-171

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**SUBJECT**

---

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Marquette Tower Property, LLC, a Missouri Limited Liability Company for installation of an illuminated sign that will be centered between the corner of the building and the first windows at the top of the building. Sign will not encroach onto decorative brick corners, sign will be 15 feet long and 5 feet wide located at 338 Broadway Street, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

---

Marquette Tower Property, LLC, a Missouri Limited Liability Company, has requested the City Manager execute a License and Indemnity Agreement to place an illuminated sign that will be centered between the corner of the building and the first windows at the top of the building. Sign will not encroach onto decorative brick corners, sign will be 15 feet long and 5 feet wide located at 338 Broadway Street, in the City of Cape Girardeau, Missouri. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Marquette Tower Property, LLC a Missouri Limited Liability Company right-of-way as requested.

**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 Marquette Tower Company to place improvements on the City Right Of Way at 338 Broadway St. Cape Girardeau.

**ATTACHMENTS:**

Name:	Description:
<a href="#">L I Marquette Tower Property 338 Broadway Street.doc</a>	Resolution
<a href="#">L I Top of marq.pdf</a>	L&I
<a href="#">Top of the Marq Sign.pdf</a>	Exhibit

BILL NO. 19-127

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH MARQUETTE TOWER PROPERTY, LLC, FOR INSTALLATION OF A SIGN AT 338 BROADWAY STREET, 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 Marquette Tower Property, LLC, a Missouri Limited Liability Company, for installation of an illuminated sign at 338 Broadway Street, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bob Fox, Mayor

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 Marquette Tower Property, LLC hereinafter known as "Licensees", permission to use and place certain improvements on City property which is adjacent to 338 Broadway 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 use and place certain improvements to-wit:

To install a lighted sign that will be centered between the corner of the building and the first windows at the top of the building. Sign will not encroach onto decorative brick corners. Sign will be 15 feet long and 5 Feet wide.

2. Licensees, and their successors, heirs and assigns all agree as follows:
  - A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
  - B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
  - C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
  - D. 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.
  - E. 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.
  - F. 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



Marquette Tower Property, LLC

*Jeffrey J. Maurer*

Heritage Developers, LLC, Manager

By Jeffrey J. Maurer, Manager

STATE OF Missouri )

COUNTY OF Cape Girardeau ) ss.

On this 30<sup>th</sup> day of July, 2019, before me appeared Jeffrey J. Maurer, to me personally known, who, being by me duly sworn, did say that he is the Manager of Heritage Developers, LLC, a Limited Liability Company of the State of Missouri, and that the said instrument was signed on behalf of said Heritage Developers, LLC, Manager, on behalf of said Marquette Tower Property, LLC, and acknowledged said instrument to be the free act and deed of said Limited Liability Companies.

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

*Patricia S. Schaefer*  
Notary Public

My Commission Expires:

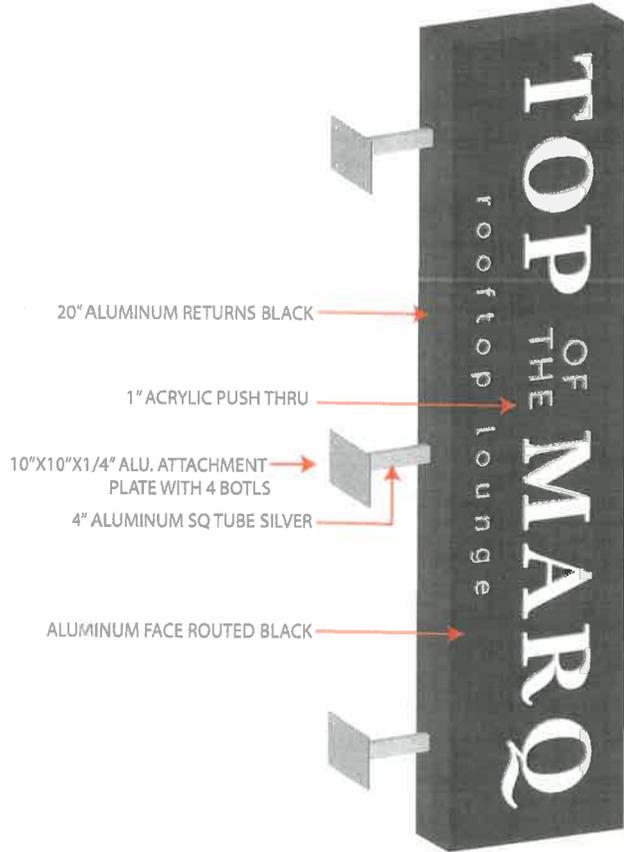
August 9, 2021



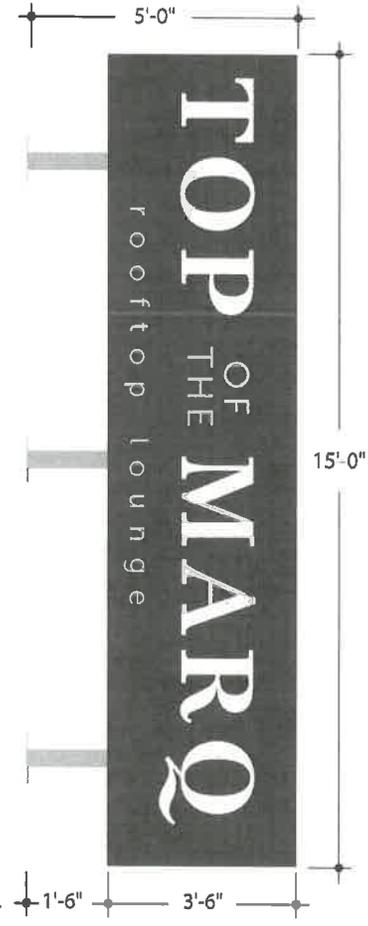
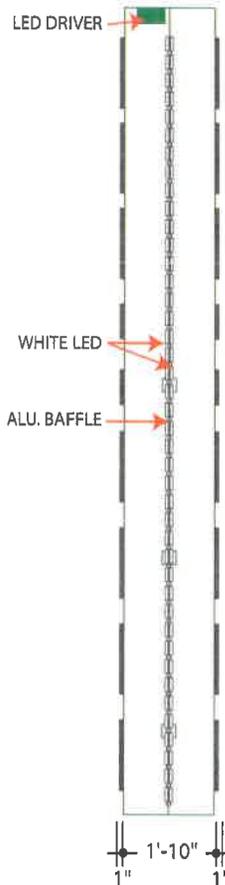
**PATRICIA S. SCHAEFER**  
My Commission Expires  
August 9, 2021  
Scott County  
Commission #13458475

# BLADE SIGN - DOUBLE SIDED

## 3D VIEW



## INNER VIEW



## OPPOSITE SIDE VIEW



**PERMIT - ELECTRICAL INFORMATION**

VOLTS REQ'D: 120 TOTAL AMPS: 3  
 CUSTOMER TO PROVIDE REQUIRED ELECTRICAL TO SIGN LOCATION  
 CIRCUITS REQUIRED: 1  
 WIRING AS PER U.L LABEL: X  
 ALWAYS OPERATE LED SIGNS WITH A TIMER OR PHOTO CELL.

This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

E354615 U.L. LISTED

Please carefully check this layout. Check all spelling and be sure all colors and proportions are to your specifications. If order is changed or cancelled after approval, 1 Stop Signs reserves the right to charge for work and/or material already ordered.

338 Broadway St.  
 Cape Girardeau, MO 63701

LANDLORD APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

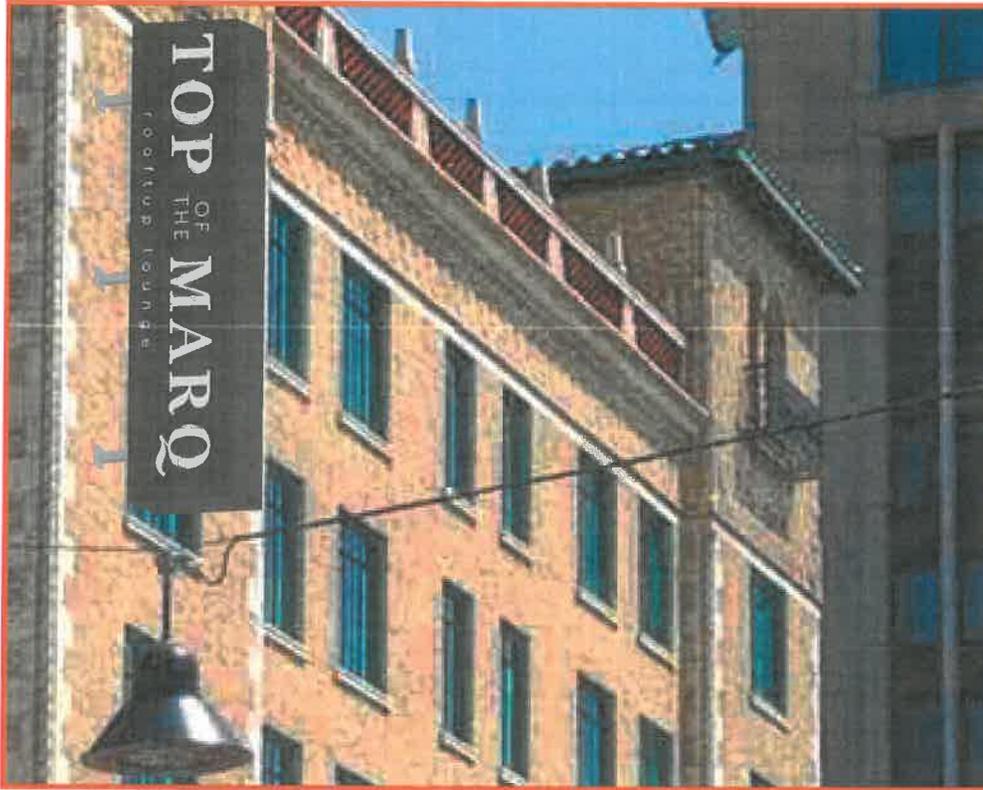
THIS SIGN IS THE PROPERTY OF 1 STOP SIGNS. IT IS TO BE KEPT IN GOOD CONDITION AND MAINTAINED AS SUCH. IF YOU HAVE ANY QUESTIONS OR NEED CHANGES PLEASE CONTACT US AT 1 STOP SIGNS. INC. AND WE WILL BE HAPPY TO ASSIST YOU WITH THE CHANGES. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR SIGN OR TO YOUR PROPERTY. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR SIGN OR TO YOUR PROPERTY.

© 2016 ALL RIGHTS RESERVED



Customer: Top of Marq Rooftop Lounge - Codefi  
 E-mail: \_\_\_\_\_  
 Project: Signage  
 Drawing: Top of Marq Rooftop Lounge - Codefi.ai  
 Make Changes: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Date: (10/24/2018, 02:31 pm)

**WEST VIEW**



**NOTE:**  
**SIGN TO BE CENTERED BETWEEN THE CORNER**  
**OF THE BUILDING AND THE FRIST WINDOWS.**  
**SIGN WILL NOT ENCROACH ONTO DECORATIVE BRICK CORNERS.**

*Please carefully check this layout. Check all spelling and be sure all colors and proportions are to your specifications. If order is changed or cancelled after approval, 1 Stop Signs reserves the right to charge for work and/or material already ordered.*

338 Broadway St.  
 Cape Girardeau, MO 63701

LANDLORD APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER APPROVAL \_\_\_\_\_

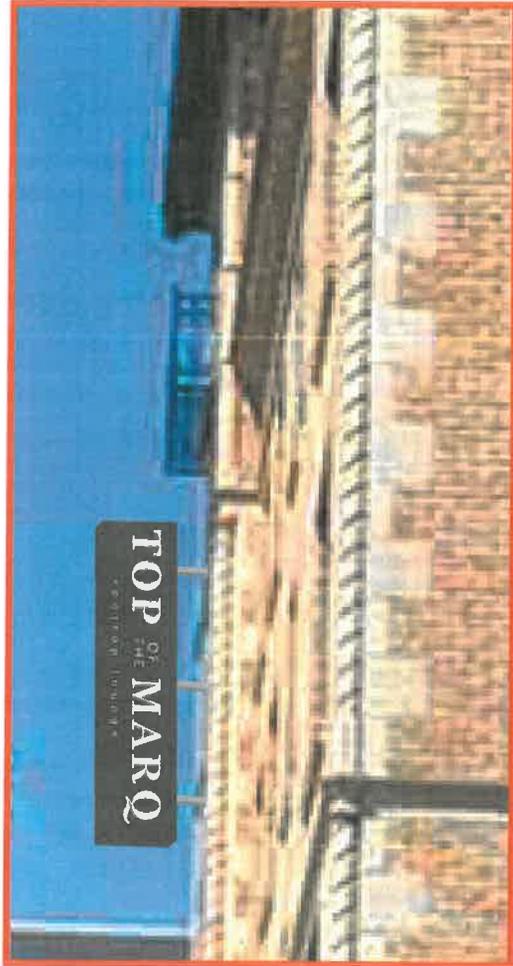
DATE \_\_\_\_\_

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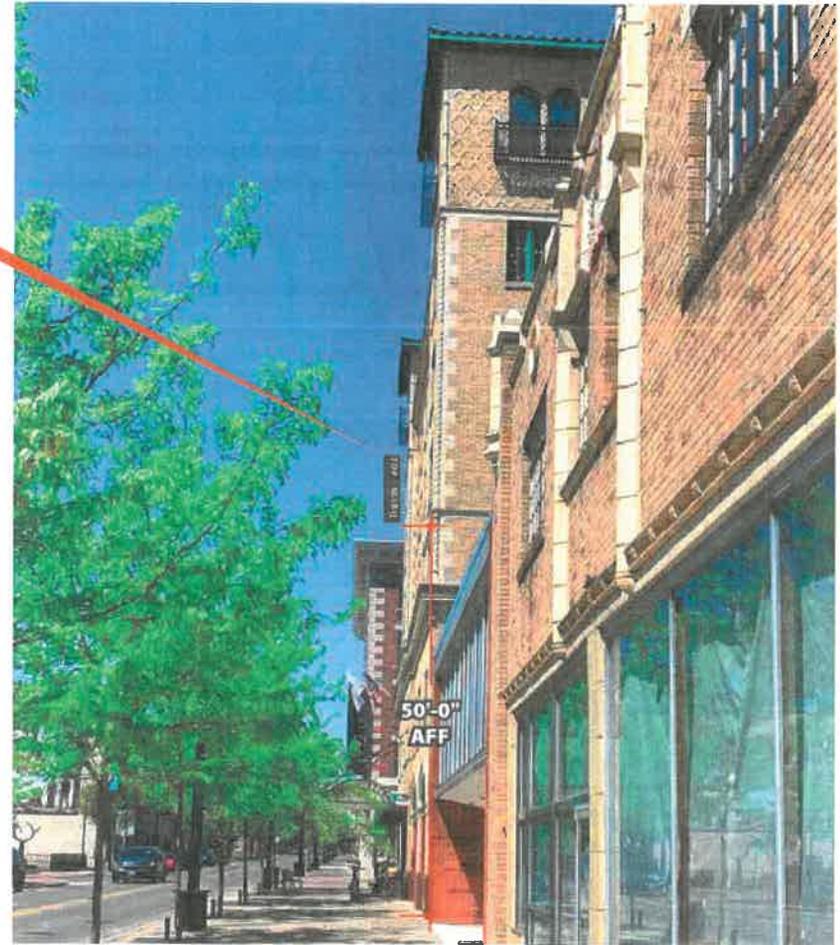


Customer: Top of Marq Rooftop Lounge - Codefi  
 E-mail: \_\_\_\_\_  
 Project: Signage  
 Drawing: Top of Marq Rooftop Lounge - Codefi.ai  
 Make Changes: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Date: (10/24/2018, 02:31 pm)

**EAST VIEW**



**NOTE:**  
**SIGN TO BE CENTERED**  
**BETWEEN THE CORNER OF THE**  
**BUILDING AND THE FRIST**  
**WINDOWS.**  
**SIGN WILL NOT ENCRANCH**  
**ONTO DECORATIVE BRICK**  
**CORNERS.**



*Please carefully check this layout. Check all spelling and be sure all colors and proportions are to your specifications. If order is changed or cancelled after approval, 1 Stop Signs reserves the right to charge for work and/or material already ordered.*

338 Broadway St.  
 Cape Girardeau, MO 63701

LANDLORD APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

Customer: Top of Marq Rooftop Lounge - Codefi

CUSTOMER APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

E-mail:

Project: Signage

Drawing: Top of Marq Rooftop Lounge - Codefi.ai

Make Changes:

Approved:

Date: (10/24/2018, 02:31 pm)

THIS DRAWING IS AN ORIGINAL UNPUBLISHED DESIGN CREATED BY ONE STOP SIGNS, INC. IT IS NOT TO BE REPRODUCED, CHANGED, OR EXHIBITED TO ANYONE WITHOUT THE WRITTEN PERMISSION FROM THE OWNER OF ONE STOP SIGNS, INC. ANY SUCH ACTION MAY BE SUBJECT TO LEGAL ACTION IN A COURT OF LAW.

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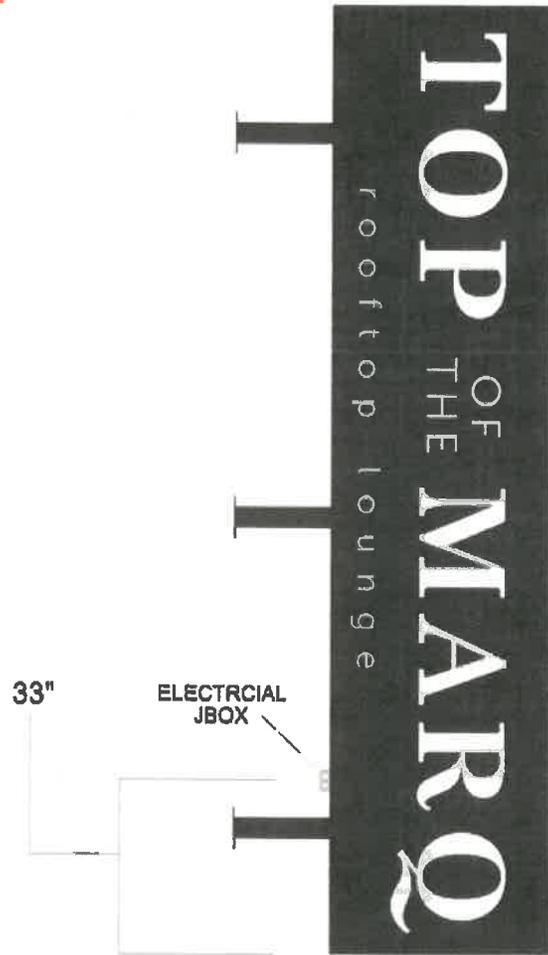
MEMBER



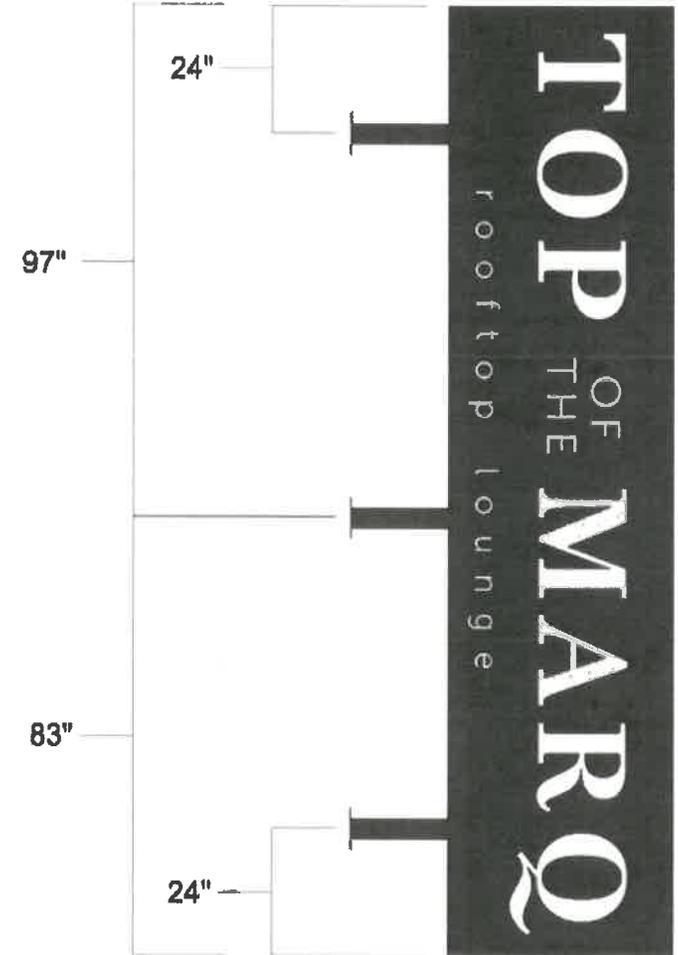
INTERNATIONAL  
 SIGN ASSOCIATION



**ELECTRICAL LOCATION**



**BRACKET PLATE LOCATION**



Please carefully check this layout. Check all spelling and be sure all colors and proportions are to your specifications. If order is changed or cancelled after approval, 1 Stop Signs reserves the right to charge for work and/or material already ordered.

338 Broadway St.  
Cape Girardeau, MO 63701

LANDLORD APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

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© 2016 ALL RIGHTS RESERVED



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E-mail:  
Project: Signage  
Drawing: Top of Marq Rooftop Lounge - Codefi.ai  
Make Changes:  
Approved:  
Date: (10/24/2018, 02:31 pm)

# BUILDING LAYOUT / ATTACHMENT DETAILS

## ATTACHMENT DETAILS

1/2" ALL THREAD THROUGHOUT.

STEEL NUTS / WASHERS AS REQUIRED

TOP AND BOTTOM BRACKETS / PLATES TO THRU BOLT INTO STEEL PLATES ON INSIDE

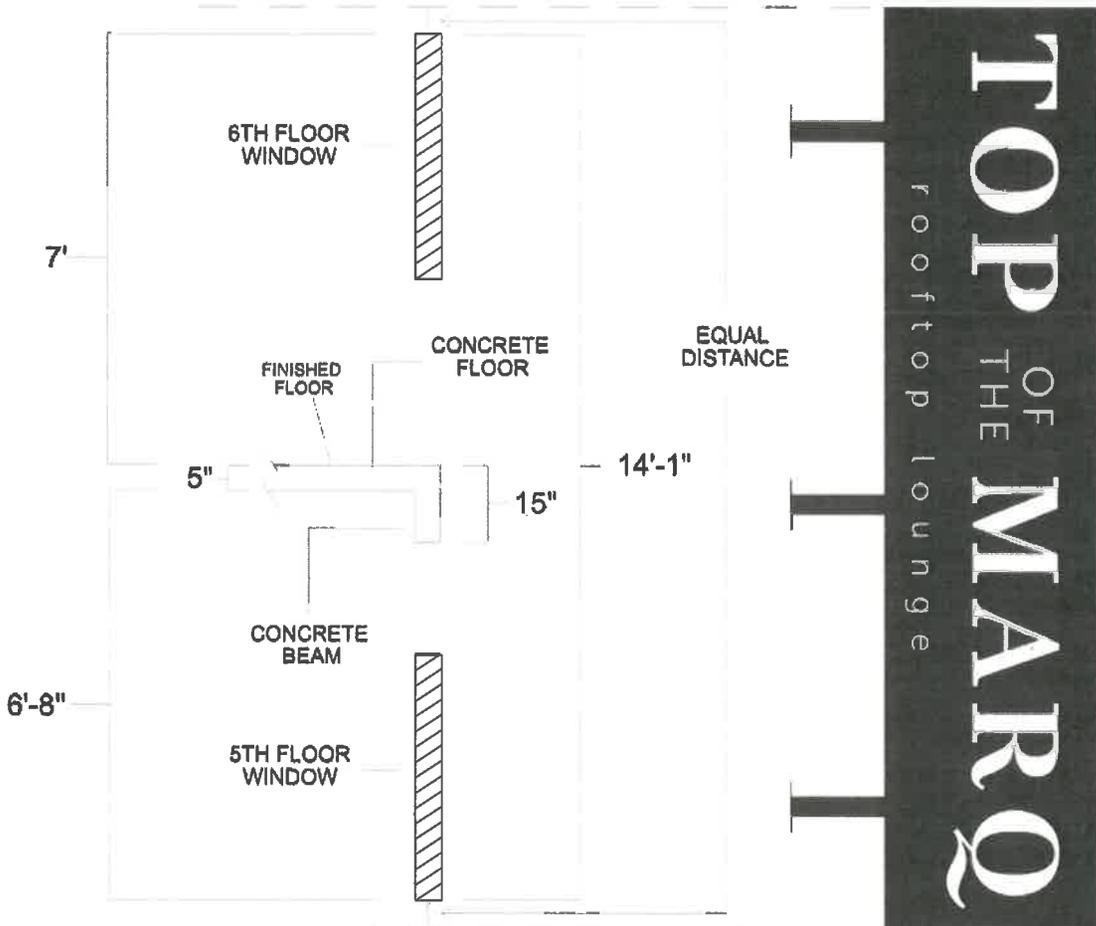
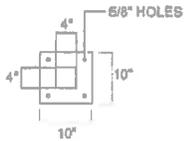
MIDDLE BRACKET TO ATTACH DIRECTLY INTO CONCRETE BEAM / FLOOR. DRILL CONCRETE, EPOXY IN ANCHORS, ALL THREAD INTO ANCHORS.

12" X 12" X 1/4" STEEL PLATE WITH 1" HOLES FOR INTERIOR OF BUILDING. TOP AND BOTTOM BRACKETS. MOUNT ON INSIDE OF BUILDING.



OF BUILDING.

4" ALUMINUM SQUARE TUBE WELDED TO 10" X 10" X 1/4" ALUMINUM PLATE MOUNTED TO MAIN BODY OF SIGN



Please carefully check this layout. Check all spelling and be sure all colors and proportions are to your specifications. If order is changed or cancelled after approval, 1 Stop Signs reserves the right to charge for work and/or material already ordered.

338 Broadway St.  
Cape Girardeau, MO 63701

LANDLORD APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

CUSTOMER APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

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Customer: Top of Marq Rooftop Lounge - Codefi  
E-mail:  
Project: Signage  
Drawing: Top of Marq Rooftop Lounge - Codefi.ai  
Make Changes:  
Approved:  
Date: (10/24/2018, 02:31 pm)

---

**Staff:** Bruce W. Loy, Airport Manager  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-172

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## **SUBJECT**

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Accepting the improvements and authorizing final payment to Reinhold Electric for the Runway 10-28 Lighting Rehabilitation at the Cape Girardeau Regional Airport, Project No. 15-077A-1.

## **EXECUTIVE SUMMARY**

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Considering the completion of the subject Runway 10-28 Lighting Rehabilitation project at the Cape Girardeau Regional Airport, Project No. 15-077A-1, as described below in the statements contained within Background/Discussion and Financial Impact, the airport is accepting the improvements and asking for the release of the \$10,000 retainer to be paid to Reinhold Electric.

## **BACKGROUND/DISCUSSION**

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The Runway 10/28 surface mounted edge lighting at the Cape Girardeau Regional Airport was originally installed sometime in the early 1970's. While some of the cabling and transformers have been updated, until we started this project, many of the light fixtures were the originals and were no longer being manufactured, which forced the airport to depend on other airport surplus fixtures for repairs and maintenance.

At the February 15, 2016, City Council Meeting, the Council approved the MoDOT Grant Agreement for Project 15-077A-1, to fund the design phase of the Runway 10/28 Lighting Rehabilitation project for an amount not to exceed \$68,979.05. The project title included the removal and replacement of the Runway 10-28 edge lights, construction of a new electrical vault, relocating the airfield backup generator, and construction of a new airfield beacon light. The project was designed and advertised for bid, with the low bidder, Reinhold Electric, coming in at \$631,564. At the June 20, 2016, City Council meeting, the Council approved Supplemental Agreement #1 for the construction services contract with our consultant, Crawford, Murphy, and Tilley for an amount of \$51,447.73. At that time, the Council also approved the contract with the low bidder totaling \$683,011.73 for the construction and the construction oversight services.

At the February 19, 2018, meeting the Council approved Supplemental Agreement #2 to the original Construction Services agreement with CMT for Project 15-077A-1, in an amount not to exceed \$24,254.22, which funded additional construction oversight services necessary for the remainder of this project. Additionally, at that same meeting the Council approved a utility agreement with Union Electric Company d/b/a/ Ameren Missouri for an amount not to exceed \$5,656.20. In an effort to match the runway lighting circuits with the corresponding runway signage circuits, the airport and MoDOT approved Change Order #1 in the amount of \$26,500, for that additional work to be completed. Those three additional expenses, which totalled \$55,510, were funded at 95% with the attached Agreement Amendment #2 in the amount of \$52,735. The local 5% match to be funded by the City was \$2,776.

The Runway 10/28 Lighting Rehabilitation project was recently completed with the completion of the necessary final repairs of our Pilot Controlled Lighting (PLC) issues. While we have retained \$10,000, all punch list items have been completed and the airport is prepared to close out this project by accepting the improvements and asking for the release of the retainer amount and to authorize final payment to Reinhold Electric.

## **FINANCIAL IMPACT**

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The total project costs for the Runway 10-28 Lighting Rehabilitation Project No. 15-077A-1 are be as follows:

		<u>MoDOT</u>	<u>City</u>
Project Design (90/10):	\$ 68,880.00	\$ 62,000.00	\$ 6,880.00
Project Const. Services (#1):	\$ 51,272.00*		
Project Construction Cost (#1):	\$631,564.00*	\$ 648,861.00	\$ 34,150.00
Project Const. Services, (#2)	\$ 24,254.00**	\$ 23,042.00	\$ 1,213.00
Project Change Order (#1)	\$ 25,600.00	\$ 24,320.00	\$ 1,280.00
Ameren Utility Agreement	<u>\$ 5,656.00</u>	<u>\$ 5,373.00</u>	<u>\$ 283.00</u>
<b>TOTAL Project Cost:</b>	<b>\$807,226.00</b>	<b>\$763,596.00</b>	<b>\$ 43,806.00</b>

\*Construction Services & Construction Cost combined, SA#1 = \$683,011 (95/5 grant)

\*\*Construction Services, SA#2 = \$24,254.22 (95/5 grant)

### **STAFF RECOMMENDATION**

It is recommended City Council authorize the City Manager to accept the improvements and authorize final payment of \$10,000 to Reinhold Electric for the Runway 10-28 Lighting Rehabilitation Project at the Cape Girardeau Regional Airport, Project No. 15-077A-1.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">15-077A-1 - FINAL_REPORT_DOCS07312019.pdf</a>	Final Engineer's Report, Project 15-077A-1, Runway 10-28 Lighting Rehabilitation at CGI

**Sponsor:** City of Cape Girardeau, Missouri  
401 Independence Street  
Cape Girardeau, MO 63703  
Phone: 573.334.6230  
Fax: 573.334.0499  
Airport Director: Mr. Bruce W. Loy  
Deputy Director: Ms. Katrina Amos

**Engineering Consultant:** Crawford, Murphy & Tilly, Inc.  
One Memorial Drive, Suite 500  
St. Louis, MO 63102  
Phone: 314.436-5500  
Fax: 314.436.0723  
Project Engineer: Mr. Brian Hutsell, P.E.  
Resident Observers: Mr. Mohammed Abuhzaima  
Mr. Mark Anderson  
Mr. Brian Hutsell, P.E.

**Contractor:** Reinhold Electric, Inc.  
2511 Lemay Ferry Road  
St. Louis, Missouri 63123  
Phone 573.331.7561  
Project Manager: Mr. Kris Schmittgens  
Superintendent: Mr. Eric Lopinot

**Engineers Testing Laboratory (QA):** Geotechnology, Inc.  
11816 Lackland Road  
Suite 150  
St. Louis, MO 63146  
Phone: 314.997.7440  
Contact: Mr. Zach Bullock

**Subcontractor:**

<b>Company</b>	<b>Item of Work</b>
Eagle Distributors.....	Electrical Parts & Components

**B. Engineer's Statement of Substantial Conformance with the Plans and Specifications**

*The above referenced project was constructed in substantial conformance with the contract plans and specifications. This report will summarize and document the construction phase of this project. Included is a summarization of the field testing performed on the project and the measurements / material certifications associated with payment for the project.*

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

Brian Hutsell, P.E.

## **F. Summary of Project Events**

A pre-bid meeting was held on May 19, 2016. The bid opening for the project was June 1, 2016. The project was bid by five (5) contractors (bid tabs follow this Summary of Project Events). Reinhold Electric of St. Louis, Missouri was awarded the contract as the lowest responsive bidder.

A pre-construction meeting was held on May 1, 2017 with representatives from the City of Cape Girardeau, Reinhold Electric, FAA, MoDOT and CMT. The City of Cape Girardeau Recommended Award on June 8, 2016. MoDOT Authorized to Award on June 13, 2016, and the Authorization to give Notice to Proceed pended Construction Phase Services, the Engineer's Construction Observation Program and the executed copy of the contract documents. Notice to Proceed was given to Reinhold on August 24, 2018.

Reinhold Electric began work on August 28, 2017. Reinhold Electric mobilized the first 2 days, then began placing unit duct on both sides of Runway 10-28. The initial contract was for 40 calendar days, however problems arose for material incorporated into the vault building. Change Order #2 extended the contract an additional 89 calendar days. The total contract then included 129 calendar days.

Two other projects were also in progress at Cape Girardeau Regional Airport. Runway 2-20 Overlay, and an FAA project for the MALSR on Runway 10 end. It was determined, the continual use of the lit X's would assist in night operations at the airport to clearly show Runway 10-28 as "closed" to transient pilots. The Contractor's superintendent maintained these motorized lights on a regular basis.

On October 23, 2017 Reinhold Electric started work on the new Vault location. Delays in parts for the lump sum contract experienced setbacks and back orders occurred. Delivery dates were difficult to obtain.

The new Beacon and Primary Windcone were also installed during this project. All electrical components were tested in the presence of Mohammed Abuhzaima and Asad Bajwa of CMT, and a punchlist was compiled on June 7, 2018.

On August 17, 2018, the punchlist was addressed again, and a final check or walkthrough occurred. Those in attendance were: Ms. Katrina Amos & Mr. Bruce Loy of City of Cape Girardeau, Mr. Darrell Goth of MoDOT Aviation, Mr. Russ Anderson of the FAA, Mr. Eric Lopinot and Mr. Kris Schmittgens of Reinhold Electric, and Mr Brian Hutsell of CMT.

No outstanding items were noted, but it was understood that a future inspection could take place, and any identified items would be corrected within the one-year warranty period. A warranty issue did arise with the Taxiway D/E regulator, and was repaired at no charge to the contract.

**PROPOSAL FORM**  
**THE CITY OF CAPE GIRARDEAU, MISSOURI**  
 State Block Grant Project No. 15-077A-1

TO: City/County Manager

The undersigned, in compliance with the request for bids for construction of the following Project:

**RUNWAY 10-28 ELECTRICAL REHABILITATION INCLUDING NEW VAULT, BEACON AND WIND CONE**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BASE BID							
BID ITEM	FAA or MoDOT SPEC.	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
1	MO-100-4.1	MOBILIZATION	1 LS	82,000	00	82,000	00
2	MO-101-5.1	AIRPORT L-802A ROTATING BEACON ON NEW 50' TIP-DOWN TOWER	1 EA	38,296	00	38,296	00
3	MO-101-5.2	EXISTING AIRPORT BEACON AND TOWER REMOVAL	1 LS	3,200	00	3,200	00
4	MO-107-5.1	AIRPORT L-807 WIND CONE, INTERNALLY LED LIGHTED, 12-FEET	1 LS	15,000	00	15,000	00
5	MO-107-5.2	EXISTING AIRPORT PRIMARY WINDCONE REMOVAL	1 LS	1,600	00	1,600	00
6	MO-108-5.1.1	AIRPORT UNDERGROUND CABLE, 1/C #8, L-824, TYPE C 5KV CABLE (IN UNIT DUCT)	29,524 LF	6	00	177,144	00
7	MO-108-5.1.2	AIRPORT UNDERGROUND CABLE 2 1/C #8 USE CABLES WITH #10 GND. (IN UNIT DUCT), WIND CONE CIRCUIT	1,500 LF	8	00	12,000	00
8	MO-108-5.1.3	COUNTERPOISE, COPPER GUARD WIRE	17,200 LF	1	50	25800	00

**I. GENERAL**

**A. Project Information**

Project Title	Runway 10-28 Electrical Rehabilitation Including New Vault, Beacon and Wind Cone
Project Sponsor	City of Cape Girardeau
As-Bid Cost	\$631,564.00
Change Order No. 1	\$25,600.00
Change Order No. 2 – Final	\$0.00
Final Construction Cost	\$657,164.00
Contractor	Reinhold Electric, Inc.
Notice to Proceed	August 24, 2017
Calendar Days Began	August 28, 2017
Date of Substantial Completion	August 17, 2018
Original Calendar Days Awarded	40
Additional Calendar Days Granted	40
Total Number of Calendar Days	80
Total Number of Calendar Days Used	80
Date of Completion	August 17, 2018

9	MO-108-5.1.4	GROUND RODS (BASE CANS AND COUNTERPOISE SYSTEM)	115 EA	120	00	13 800	00
10	MO-109-6.1	PRE-FABRICATED ELECTRICAL VAULT (NOMINAL 10' X 36')	1 LS	78 934	00	78 934	00
11	MO-109-6.2	30 KW FERRORESONANT REGULATOR - RUNWAY 10-28 CIRCUIT	1 EA	20 660	00	20 660	00
12	MO-109-6.3	10 KW FERRORESONANT REGULATOR - OTHER AIRFIELD CIRCUITS	5 EA	12 306	00	12 306	00
13	MO-125-5.1	REMOVE EXISTING BASE MOUNTED RUNWAY EDGE/THRESHOLD LIGHTS	80 EA	160	00	12 800	00
14	MO-125-5.2	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE)	25 EA	1 100	00	27 500	00
15	MO-125-5.3	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE/AMBER)	39 EA	1 100.00	00	42 900	00
16	MO-125-5.4	AIRPORT THRESHOLD LIGHTS, L862E HIGH INTENSITY, BASE MOUNTED (RED/GREEN)	16 EA	1 100	00	17 600	00
17	MO-125-5.5	L-830 ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	4 EA	200	00	800	00
<b>TOTAL BID (Base Bid)</b>				<b>582 340</b>			<b>00</b>

**CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS**

(To be executed and filed in duplicate)

20 19

DATE 2-6-19

PROJECT NAME Cape Girardeau Regional Airport  
Project NO. 15-077A-1

To the City of Cape Girardeau, Missouri

This is to certify that all lawful claims for material, lubricants, fuel of any kind, repairs on machinery, groceries, foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged in full.

In exchange for final payment from the City under the contract, at the time that payment is due, the contractor shall hold the City and its officers and employees harmless from any costs they incur as a result of the contractor's failure to pay any of the claims referred to hereinabove.

Reinhold Electric, Inc.  
(Contractor - Company Name)

(Corporate Seal)

By Judy Reinhold  
(Signature)

JUDY REINHOLD  
(Corporate Officer -- Name Printed)

Title Sec Treas

\*\*\*\*\*

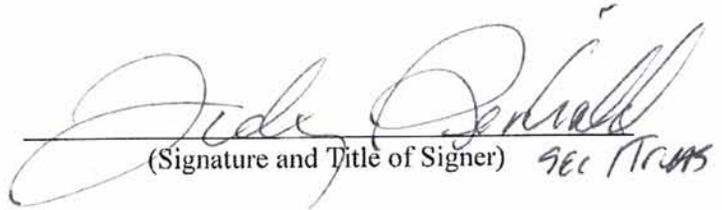
STATE OF MISSOURI  
SS.  
COUNTY OF St Louis City

Subscribed and sworn to before me this 6<sup>th</sup> day of Feb., 20 19

(Seal)  William J. Pappas  
Notary Public  
My Commission Expires Oct 7, 20 22

**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of ST. LOUIS CITY, State of Missouri, personally came and appeared (name and title) JUDY REINHOLD of the (name of company) (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Division of Labor Standards (Name of Project) Cape Girardeau Regional Airport located at (name of institution) Airport Rd. in Cape Girardeau County, Missouri, and completed on the day of \_\_\_\_\_, 20 \_\_\_\_.

  
(Signature and Title of Signer) SEC TRUST

(Corporate Seal)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public William J. Pappas

My commission expires Oct. 7, 2022

(Seal)



**Record of Final Inspection  
Cape Girardeau Regional Airport  
Project No. 15-077A-1**

**August 17, 2018**

Those Attending:

Darrell Goth, MoDOT Aviation  
Bruce Loy, Cape Girardeau Regional Airport  
Katrina Amos, Cape Girardeau Regional Airport  
Russ Anderson, FAA  
Eric Lopinot, Reinhold Electric  
Kris Schmittgens, Reinhold Electric  
Brian Hutsell, Crawford, Murphy & Tilly, Inc.

Deficient items were previously identified during the construction process, and during a pre-final inspection by Asad Bajwa and Mohammed Abhuzaima of Crawford Murphy & Tilly, Inc. on the 7<sup>th</sup> of June, 2018. Corrections of those initial punchlist items were made prior to the final inspection on August 17.

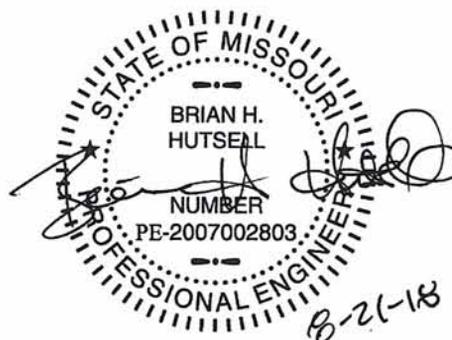
The project was inspected by the parties above, and no additional work remained to be completed at that time.

Corrections to the PLC programming were made at a later date, outside of the contract. Costs were paid by Crawford, Murphy & Tilly, Inc.

*Based on the visual observation and the results obtained from acceptance tests, the project work is found to be substantially in accordance with the requirements of the contract.*



Brian H. Hutsell, P.E.  
Project Engineer  
Crawford, Murphy, & Tilly



### **III. CHANGE ORDERS**

Two (2) change orders were issued on the project. A summary of the change orders is below, and copies of the change orders are included on the following pages.

Change Order No. 1 added cabling and transformers associated with the re-cabling of the existing Runway 2-20 and Runway 10-28 hold signs to tie into the associated runway circuits (per FAA preference), in lieu of the previous situation where the signage was simply tied to the nearest light, regardless of circuit.

Change Order No. 2 added 89 calendar days to the contract to allow for the actual time spent by the contractor. The original contract called for a 40 day construction period. Change Order No. 2 resulted in a 129 calendar day total.

## CHANGE ORDER

SHEET NO. 1 of 1

SEQUENCE NO.: 1  
 COUNTY: Scott  
 AIRPORT: Cape Girardeau Regional  
 PROJECT NO.: 15-077A-1

TO REINHOLD ELECTRIC, INC CONTRACTOR

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

**1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)**

All items with revised quantities below are directly related to the re-cabing of existing Runway 10-28 and Runway 2-20 mandatory hold signs to tie into their associated runway circuits in lieu of the closest light, which is typically on a taxiway circuit. Signs to be moved onto the 10-28 circuit will need new 20A/6.6A transformers. Signs moved from the 10-28 circuit onto the 2-20 circuit will need 6.6A/6.6A transformers - and those newer 20A transformers will be re-used.

**2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

(A) EST LINE NO	(B) CONTRACT ITEM NO	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	U N I T S	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
6	MO-108	Airport Underground Cable, 1/C #8 L-824, Type C 5KV Cable (In Unit Duct)	29,524.0	33,524.0	4,000.0	LF	\$6.00	\$24,000.00	
17	MO-125	L-830 Isolation Transformers at Existing Signs/Supplemental Wind Cones To Remain	4.0	12.0	8.0	EA	\$200.00	\$1,600.00	
<b>TOTALS</b>								\$25,600.00	

**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**

1. CONTRACT AMOUNT 2. OVERRUN THIS ORDER (H-I) 3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) 4. TOTAL OVERRUN TO DATE (2+3) 5. TOTAL (1+4)	\$631,564.00 \$25,600.00 \$0.00 \$25,600.00 \$657,164.00	<b>4. COMMENTS:</b>
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 SUBMITTED - PROJECT ENGINEER	3-27-18 DATE	THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.  REINHOLD ELECTRIC, INC CONTRACTOR (Company Name)
APPROVED - SPONSOR	DATE	 SIGNATURE (Authorized Representative)
APPROVED - MoDOT AVIATION	DATE	3/29/18 DATE



**PAY REQUEST #1**

PROJECT NO. 15-077A-1  
 CAPE GIRARDEAU REGIONAL AIRPORT  
 RUNWAY 10-28 LIGHTING REHABILITATION,  
 INCLUDING NEW VAULT, BEACON AND WIND CONE



PREPARED BY

FROM: AUGUST 28, 2017 TO SEPTEMBER 22, 2017

ITEM NO.	MODOT SPEC.	DESCRIPTION	UNIT	COST/UNIT	AWARD QUANTITY	CHANGE TO CONTRACT	THIS PERIOD		TO DATE	
							QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED TO DATE
1	MO-100-4.1	MOBILIZATION	LS	\$82,000.00	1		0.50	\$41,000.00	0.50	\$41,000.00
2	MO-101-5.1	AIRPORT L-862A ROTATING BEACON ON NEW 50' TIP-DOWN TOWER	EA	\$38,286.00	1		0	\$0.00	0	\$0.00
3	MO-101-5.2	EXISTING AIRPORT BEACON AND TOWER REMOVAL	LS	\$3,200.00	1		0	\$0.00	0	\$0.00
4	MO-107-5.1	AIRPORT L-807 WIND CONE, INTERNALLY LED LIGHTED, 12- FEET	LS	\$15,000.00	1		0	\$0.00	0	\$0.00
5	MO-107-5.2	EXISTING AIRPORT PRIMARY WIND CONE REMOVAL	LS	\$1,600.00	1		0	\$0.00	0	\$0.00
6	MO-108-5.1.1	AIRPORT UNDERGROUND CABLE, 1/C #8, L-824, TYPE C-RKV CABLE (IN UNIT DUCT)	LF	\$6.00	29,524		11,665	\$69,990.00	11,665	\$69,990.00
7	MO-108-5.1.2	AIRPORT UNDERGROUND CABLE 2 #8 USE CABLES WITH #10 GND. (IN UNIT DUCT), WIND CONE CIRCUIT	LF	\$8.00	1,500		0	\$0.00	0	\$0.00
8	MO-108-5.1.3	COUNTERPOISE, COPPER GUARD WIRE	EA	\$1.50	17,200		12,000	\$18,000.00	12,000	\$18,000.00
9	MO-108-5.1.4	GROUND RODS (BASE CANS AND COUNTERPOISE SYSTEM)	EA	\$120.00	115		58	\$6,960.00	58	\$6,960.00
10	MO-108-6.1	PRE-FABRICATED ELECTRICAL VAULT (NOMINAL 10' X 35')	LS	\$78,934.00	1		0	\$0.00	0	\$0.00
11	MO-108-6.2	30 KW FERRORESONANT REGULATOR - RUNWAY 10-28 CIRCUIT	EA	\$20,660.00	1		0	\$0.00	0	\$0.00
12	MO-108-6.3	10 KW FERRORESONANT REGULATOR - OTHER AIRFIELD CIRCUITS	EA	\$12,306.00	5		0	\$0.00	0	\$0.00
13	MO-125-5.1	REMOVE EXISTING BASE MOUNTED RUNWAY EDGE/THRESHOLD LIGHTS	EA	\$160.00	80		40	\$6,400.00	40	\$6,400.00
14	MO-125-5.2	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE)	EA	\$1,100.00	25		16	\$17,600.00	16	\$17,600.00
15	MO-125-5.3	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE/AMBER)	EA	\$1,100.00	39		20	\$22,000.00	20	\$22,000.00
16	MO-125-5.4	AIRPORT THRESHOLD LIGHTS, L-862E HIGH INTENSITY, BASE MOUNTED (RED/GREEN)	EA	\$1,100.00	16		8	\$8,800.00	8	\$8,800.00
17	MO-125-5.5	L-830 ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	EA	\$200.00	4		0	\$0.00	0	\$0.00
			SUBTOTAL				0	\$190,750.00	0	\$190,750.00
			LESS RETAINAGE (5%)				0	(\$9,537.50)	0	(\$9,537.50)
			TOTAL PAYMENT DUE					\$181,212.50		\$181,212.50
			AMOUNT DUE THIS PAYMENT					\$181,212.50		\$181,212.50

TO: REINHOLD ELECTRIC, INC.  
 2511 LEMAY FERRY ROAD  
 ST. LOUIS, MISSOURI 63125

SUBMITTED BY: *Brian A. Hutsell*  
 BRIAN HUTSELL - CMT PROJECT MANAGER

REVIEWED BY: *[Signature]*  
 REINHOLD ELECTRIC, INC.

APPROVED BY: *[Signature]*  
 CITY OF CAPE GIRARDEAU, MISSOURI

10/4/17  
 DATE

10/11/17  
 DATE

10/23/2017  
 DATE

173352

**PAY REQUEST #2**  
 PROJECT NO. 15-077A-1  
 CAPE GIRARDEAU REGIONAL AIRPORT  
 RUNWAY 10-28 LIGHTING REHABILITATION,  
 INCLUDING NEW VAULT, BEACON AND WIND CONE



PREPARED BY:

FROM: SEPTEMBER 23, 2017 TO NOVEMBER 22, 2017

ITEM NO.	MODOT SPEC.	DESCRIPTION	UNIT	COST/UNIT	AWARD QUANTITY	CHANGE TO CONTRACT	THIS PERIOD		TO DATE	
							QUANTITY COMPLETED	VALUE	QUANTITY COMPLETED	VALUE
1	MO-100-4.1	MOBILIZATION	LS	\$92,000.00	1		0.40	\$32,800.00	0.90	\$73,800.00
2	MO-101-5.1	AIRPORT L-802A ROTATING BEACON ON NEW 50' TIP-DOWN TOWER	EA	\$38,286.00	1		0.50	\$19,148.00	0.50	\$19,148.00
3	MO-101-5.2	EXISTING AIRPORT BEACON AND TOWER REMOVAL	LS	\$3,200.00	1		0	\$0.00	0	\$0.00
4	MO-107-5.1	AIRPORT L-807 WIND CONE, INTERNALLY LED LIGHTED, 12-FEET	LS	\$15,000.00	1		0.50	\$7,500.00	0.50	\$7,500.00
5	MO-107-5.2	EXISTING AIRPORT PRIMARY WIND CONE REMOVAL	LS	\$1,600.00	1		0	\$0.00	0	\$0.00
6	MO-108-5.1.1	AIRPORT UNDERGROUND CABLE, 1/2" #8, L-824, TYPE C 5KV CABLE (IN UNIT DUCT)	LF	\$6.00	29,524		9,219	\$55,314.00	20,884	\$125,304.00
7	MO-108-5.1.2	AIRPORT UNDERGROUND CABLE 2 #8 USE CABLES WITH #10 GND. (IN UNIT DUCT), WIND CONE CIRCUIT	LF	\$8.00	1,500		750	\$6,000.00	750	\$6,000.00
8	MO-108-5.1.3	COUNTERPOISE, COPPER GUARD WIRE	LF	\$1.50	17,200		5,200	\$7,800.00	17,200	\$25,800.00
9	MO-108-5.1.4	PRE-FABRICATED ELECTRICAL VAULT (NOMINAL 10' X 35')	EA	\$120.00	115		57	\$6,840.00	115	\$13,800.00
10	MO-108-6.1	30 KW FERRORESONANT REGULATOR - RUNWAY 10-28 CIRCUIT	LS	\$78,834.00	1		0.20	\$15,766.80	0.20	\$15,766.80
11	MO-108-6.2	10 KW FERRORESONANT REGULATOR - OTHER AIRFIELD CIRCUITS	EA	\$20,800.00	1		0	\$0.00	0	\$0.00
12	MO-108-6.3	REMOVE EXISTING BASE MOUNTED RUNWAY EDGE/THRESHOLD LIGHTS	EA	\$12,306.00	5		0	\$0.00	0	\$0.00
13	MO-125-5.1	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE)	EA	\$1,100.00	80		40	\$6,400.00	80	\$12,800.00
14	MO-125-5.2	AIRPORT THRESHOLD LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE/AMBER)	EA	\$1,100.00	25		9	\$9,900.00	25	\$27,500.00
15	MO-125-5.3	AIRPORT ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	EA	\$1,100.00	38		19	\$20,900.00	39	\$42,900.00
16	MO-125-5.4	L-830 ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	EA	\$1,100.00	16		8	\$8,800.00	16	\$17,600.00
17	MO-125-5.5		EA	\$200.00	4		2	\$400.00	2	\$400.00
SUBTOTAL							0	\$0.00	0	\$0.00
LESS RETAINAGE (5%)								(\$9,879.44)		(\$19,416.94)
TOTAL PAYMENT DUE								\$187,706.36		\$388,921.86
AMOUNT DUE THIS PAYMENT								\$187,706.36		

TO: REINHOLD ELECTRIC, INC.  
 2611 LEWIS FERRY ROAD  
 ST. LOUIS, MISSOURI 63126

SUBMITTED BY: *Brian Huttsell*  
 BRIAN HUTSELL - CMT PROJECT MANAGER

REVIEWED BY: *[Signature]*  
 REINHOLD ELECTRIC, INC.

APPROVED BY: *[Signature]*  
 CITY OF CAPE GIRARDEAU, MISSOURI

1-16-18  
 DATE

1-18-18  
 DATE

1-23-18  
 DATE

PAY REQUEST #3  
 PROJECT NO. 15-077A-1  
 CAPE GIRARDEAU REGIONAL AIRPORT  
 RUNWAY 10-28 LIGHTING REHABILITATION,  
 INCLUDING NEW VAULT, BEACON AND WIND CONE



PREPARED BY:

FROM: NOVEMBER 23, 2017 TO JUNE 30, 2018

ITEM NO. BASE BID	MODOT SPEC.	DESCRIPTION	UNIT	COST/UNIT	AWARD QUANTITY	CHANGE TO CONTRACT	THIS PERIOD		TO DATE	
							QUANTITY COMPLETED	VALUE COMPLETED	QUANTITY COMPLETED	VALUE COMPLETED
1	MO-100-4.1	MOBILIZATION	LS	\$82,000.00	1		0.10	\$8,200.00	1	\$82,000.00
2	MO-101-5.1	AIRPORT L-802A ROTATING BEACON ON NEW 50' TIP-DOWN TOWER	EA	\$36,296.00	1		0.50	\$19,748.00	1	\$36,296.00
3	MO-101-5.2	EXISTING AIRPORT BEACON AND TOWER REMOVAL	LS	\$3,200.00	1		1	\$3,200.00	1	\$3,200.00
4	MO-107-5.1	AIRPORT L-867 WIND CONE, INTERNALLY LED LIGHTED, 12-FEET	LS	\$15,000.00	1		0.50	\$7,500.00	1	\$15,000.00
5	MO-107-5.2	EXISTING AIRPORT PRIMARY WIND CONE REMOVAL	LS	\$1,600.00	1		1	\$1,600.00	1	\$1,600.00
6	MO-108-5.1.1	AIRPORT UNDERGROUND CABLE, 1/2" #8, L-924, TYPE C 5 KV CABLE (IN UNIT DUCT)	LF	\$6.00	29,524	4000	12,840	\$75,840.00	33,524	\$201,144.00
7	MO-108-5.1.2	AIRPORT UNDERGROUND CABLE #8 USE CABLES WITH #10 GND. (IN UNIT DUCT), WIND CONE CIRCUIT	LF	\$8.00	1,500		750	\$6,000.00	1,500	\$12,000.00
8	MO-108-5.1.3	COUNTERTERPOISE, COPPER GUARD WIRE	LF	\$1.50	17,200		0	\$0.00	17,200	\$25,800.00
9	MO-108-5.1.4	GROUND RODS (BASE CANS AND COUNTERPOISE SYSTEM)	EA	\$120.00	115		0	\$0.00	115	\$13,800.00
10	MO-109-4.1	PRE-FABRICATED ELECTRICAL VAULT (NOMINAL 10' X 35')	EA	\$78,934.00	1		0.80	\$63,147.20	1	\$78,934.00
11	MO-109-4.2	30 KW FERRORESONANT REGULATOR - RUNWAY 10-28 CIRCUIT	EA	\$20,660.00	1		1	\$20,660.00	1	\$20,660.00
12	MO-109-4.3	10 KW FERRORESONANT REGULATOR - OTHER AIRFIELD CIRCUITS	EA	\$12,306.00	5		5	\$61,530.00	5	\$81,530.00
13	MO-125-5.1	REMOVE EXISTING BASE MOUNTED RUNWAY EDGE/THRESHOLD LIGHTS	EA	\$160.00	80		0	\$0.00	80	\$12,800.00
14	MO-125-5.2	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE)	EA	\$1,100.00	25		0	\$0.00	25	\$27,500.00
15	MO-125-5.3	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE/AMBER)	EA	\$1,100.00	39		0	\$0.00	39	\$42,900.00
16	MO-125-5.4	AIRPORT THRESHOLD LIGHTS, L-862E HIGH INTENSITY, BASE MOUNTED (RED/GREEN)	EA	\$1,100.00	16		0	\$0.00	16	\$17,600.00
17	MO-125-5.5	L-850 ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	EA	\$200.00	4		0	\$0.00	4	\$2,400.00
SUBTOTAL								\$268,825.20		\$657,164.00
LESS RETAINAGE (5%)								(\$13,441.26)		(\$32,858.20)
RETAINAGE RELEASE								\$22,858.20		\$22,858.20
TOTAL PAYMENT DUE								\$278,242.14		\$647,164.00

TO: REINHOLD ELECTRIC, INC.  
 2511 LEMAY FERRY ROAD  
 ST. LOUIS, MISSOURI 63125

SUBMITTED BY: *Brian Huttsell*  
 BRIAN HUTSELL - CMT PROJECT MANAGER

REVIEWED BY: *[Signature]*  
 REINHOLD ELECTRIC, INC.

APPROVED BY: *[Signature]*  
 CITY OF CAPE GIRARDEAU, MISSOURI

11-13-18  
 DATE

11-19-18  
 DATE

11-27-18  
 DATE

AMOUNT DUE THIS PAYMENT \$278,242.14

**PAY REQUEST #4 - FINAL**

PROJECT NO. 15-077A-1  
 CAPE GIRARDEAU REGIONAL AIRPORT  
 RUNWAY 10-28 LIGHTING REHABILITATION  
 INCLUDING NEW VAULT, BEACON AND WIND CONE



PREPARED BY:

FROM: JULY 1, 2018 TO JANUARY 30, 2019

ITEM NO.	MODOT SPEC.	DESCRIPTION	UNIT	COST/UNIT	AWARD QUANTITY	CHANGE TO CONTRACT	THIS PERIOD		TO DATE	
							QUANTITY COMPLETED THIS PERIOD	VALUE COMPLETED THIS PERIOD	QUANTITY COMPLETED TO DATE	VALUE COMPLETED TO DATE
1	MO-109-4.1	MOBILIZATION	LS	\$82,000.00	1		0.00	\$0.00	1	\$82,000.00
2	MO-101-5.1	AIRPORT L-802A ROTATING BEACON ON NEW 50' TIP-DOWN TOWER	EA	\$38,296.00	1		0.00	\$0.00	1	\$38,296.00
3	MO-101-5.2	EXISTING AIRPORT BEACON AND TOWER REMOVAL	LS	\$3,200.00	1		0	\$0.00	1	\$3,200.00
4	MO-107-5.1	AIRPORT L-807 WIND CONE, INTERNALLY LED LIGHTED, 12-FEET	LS	\$15,000.00	1		0.00	\$0.00	1	\$15,000.00
5	MO-107-5.2	EXISTING AIRPORT PRIMARY WIND CONE REMOVAL	LS	\$1,600.00	1		0	\$0.00	1	\$1,600.00
6	MO-108-5.1.1	AIRPORT UNDERGROUND CABLE, 1/C #8, L-824, TYPE C 5KV CABLE (IN UNIT DUCT)	LF	\$6.00	29,524	4000	0	\$0.00	33,524	\$201,144.00
7	MO-108-5.1.2	AIRPORT UNDERGROUND CABLE #8 USE CABLES WITH #10 GND. (IN UNIT DUCT), WIND CONE CIRCUIT	LF	\$8.00	1,500		0	\$0.00	1,500	\$12,000.00
8	MO-108-5.1.3	COUNTERPOISE, COPPER GUARD WIRE	LF	\$1.50	17,200		0	\$0.00	17,200	\$25,800.00
9	MO-108-5.1.4	GROUND RODS (BASE CANS AND COUNTERPOISE SYSTEM)	EA	\$120.00	115		0	\$0.00	115	\$13,800.00
10	MO-109-6.1	PRE-FABRICATED ELECTRICAL VAULT (NOMINAL 10' X 35')	LS	\$78,934.00	1		0.00	\$0.00	1	\$78,934.00
11	MO-109-6.2	30 KW FERRORESONANT REGULATOR - RUNWAY 10-28 CIRCUIT	EA	\$20,660.00	1		0	\$0.00	1	\$20,660.00
12	MO-109-6.3	10 KW FERRORESONANT REGULATOR - OTHER AIRFIELD CIRCUITS	EA	\$12,306.00	5		0	\$0.00	5	\$61,530.00
13	MO-125-5.1	REMOVE EXISTING BASE MOUNTED RUNWAY EDGE/THRESHOLD LIGHTS	EA	\$160.00	80		0	\$0.00	80	\$12,800.00
14	MO-125-5.2	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE)	EA	\$1,100.00	25		0	\$0.00	25	\$27,500.00
15	MO-125-5.3	AIRPORT RUNWAY LIGHTS, L-862 HIGH INTENSITY, BASE MOUNTED (WHITE/AMBER)	EA	\$1,100.00	39		0	\$0.00	39	\$42,900.00
16	MO-125-5.4	AIRPORT THRESHOLD LIGHTS, L-862E HIGH INTENSITY, BASE MOUNTED (RED/GREEN)	EA	\$1,100.00	16		0	\$0.00	16	\$17,600.00
17	MO-125-5.5	L-830 ISOLATION TRANSFORMERS AT EXISTING SIGNS/SUPPLEMENTAL WIND CONES TO REMAIN	EA	\$200.00	4	8	0	\$0.00	12	\$2,400.00
SUBTOTAL							0	\$0.00	0	\$0.00
LESS RETAINAGE (5%)								\$0.00		\$657,164.00
RETAINAGE RELEASE								\$10,000.00		\$32,858.20
TOTAL PAYMENT DUE								\$10,000.00		\$657,164.00
AMOUNT DUE THIS PAYMENT									\$10,000.00	

TO: REINHOLD ELECTRIC, INC.  
 2611 LEIMAY FERRY ROAD  
 ST. LOUIS, MISSOURI 63126

SUBMITTED BY: *Brian Hutsell*  
 BRIAN HUTSELL - CMT PROJECT MANAGER

1-30-19  
 DATE

DATE

DATE

REVIEWED BY: \_\_\_\_\_  
 REINHOLD ELECTRIC, INC.

APPROVED BY: \_\_\_\_\_  
 CITY OF CAPE GIRARDEAU, MISSOURI

---

**Staff:** Kelly Green, P.E., City Engineer  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-173

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## **SUBJECT**

A Motion to Accept the Improvements and Authorize Final Payment to Penzel Construction, Inc. for the improvements to the Capaha Ball Field in the City of Cape Girardeau.

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## **EXECUTIVE SUMMARY**

The project consisted of replacing the sports field lighting with more energy efficient LED light, adding perimeter fence to allow for improved security, gating and ticketing, adding a new asphalt overlay to Capaha Drive, equipment such as tables, chairs, tents, sound system along with accessible sidewalks, security lighting, storm water enhancements, landscaping, adding ceiling fans, chair back seats to the grandstand area, adding an outfield home run deck, painting the grandstand and adding a new gated entryway to Capaha Drive.

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## **BACKGROUND/DISCUSSION**

A Request For Proposal was publicly advertised and awarded in October of 2018. Three firms were shortlisted with Penzel Construction being selected as the firm to complete the project.

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## **FINANCIAL IMPACT**

The project was a design build contract with expenditures for this agreement not to exceed \$1 million which was bonded with funds allocated from the Parks, Recreation and Stormwater Tax renewal that was approved last April 2018. An additional \$500,000 had been allocated from the Cape Catfish Organization making the budget for this project \$1.5 million.

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

The Capaha Park 2012 master plan provided the planning document for improved access, sports lighting and control of the facility. The City and the University agreed in 2015 to make additional improvements to the park by adding artificial turf, replacing the scoreboard and outfield fence. The renewal of the Parks, Recreation and Stormwater Tax in April of 2018 helped fund the improvements which in turn have provided the ability to enhance revenue opportunities, and the fan experience. The City, the University Athletic Department, the Cape Catfish and other ball clubs will continue to invest in Capaha Ballfield to build on the history and tradition of baseball in historic Capaha Park.

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## **STAFF RECOMMENDATION**

Staff recommends the City Council, by motion, accept the improvements as presented and authorize final payment to Penzel Construction, Inc. for the renovation and new construction to Capaha Ballfield.

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## **ATTACHMENTS:**

Name:	Description:
 <a href="#">Engineer_Report.pdf</a>	Final Engineer Report

July 30, 2019

**Engineer's Final Report on the Improvements to the Capaha Ballfield.**

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

Dear Sir:

I hereby report that the Improvements to the Capaha Ballfield have been completed by Penzel Construction, Incorporated.

The project consisted of replacing the sports field lighting with more energy efficient LED light, adding perimeter fence to allow for improved security, gating and ticketing, adding a new asphalt overlay to Capaha Drive and accessible sidewalks, security lighting, storm water enhancements, landscaping, new equipment such as tents, tables, chairs, adding ceiling fans, chair back seats to the grandstand area, adding an outfield home run deck, painting the grandstand and adding a new gated entryway to Capaha Drive.

Penzel Construction began construction work in November 2018, and completed work in May, 2019. The original contract time stated that all work was to be substantially complete by May 31, 2019, with occupancy on or around June 1, 2019. The contractor met these deadlines with opening ceremonies conducted on June 3, 2019.

The contract for the Capaha Ballfield Improvements was a design build project in the amount of \$1,162,133.00. One (1) change order was issued during the course of the project. Change Order #1 decreased the contract by \$17,102.55. The change order added various accoutrements such as power to the home run deck, dugout club transformer, 12' wide swing gate, grandstand lighting, painting the restroom building, additional sidewalk behind grandstand, additional fencing at the home run deck and the removal of a power line. Removed from the contract were the tables and chairs that were originally to be purchased by Penzel Construction but ended up being purchased by the City thus saving contractor markup.

The new contract amount for this project was \$1,145,030.45. To date the contractor has been paid \$1,009,026.35 and will receive the remainder of \$136,004.10 when Council chooses to accept the improvements.

These improvements were inspected by the City's Parks and Recreation Division and the City's Engineering Division.

DESIGN BUILD CONTRACT AMOUNT	\$1,145,030.45
LESS PREVIOUS PAYMENTS	\$1,009,026.35
AMOUNT DUE CONTRACTOR	\$ 136,004.10

CONSULTANT DESIGN		
Bowen Engineering & Surveying	\$ 4,496.18	
Planning Design Studio	\$ 26,007.96	
Design + Advise	\$ 1,937.50	\$ 32,441.64
IN-HOUSE DESIGN ENGINEERING COSTS		\$ 15,645.85
CITY STAFF CONSTRUCTION INSPECTION COSTS		\$ 13,219.20
OTHER COSTS		\$ 159.83
TOTAL PROJECT COSTS		\$1,206,496.97

The project was a design build contract with expenditures for this agreement not to exceed \$1 million which was bonded with funds that were allocated from the Parks, Recreation and Stormwater Tax renewal that was approved last April 2018. An additional \$500,000 had been allocated from the Cape Catfish Organization making the budget for this project \$1.5 million.

A Request For Proposal was publicly advertised and Penzel Construction was selected as the firm to complete the project. Ordinance No. 5126 passed on October 15, 2018 authorized the City Manager to enter into an agreement with Penzel Construction, Incorporated.

Funding for this project came from the Parks, Recreation and Stormwater Tax and the Cape Catfish Organization.

Sincerely,



Kelly Green, P.E.  
City Engineer

KG/kj

Capaha Ball Field #6221

Project Reference Code:

Construction Account: 3857030-71120-6221

Stormwater Account: 3847030-71189-6221

Purchase Order No. 191909

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-174

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**SUBJECT**

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Acceptance of streetlight improvements serving Deerfield Estates Phase 1 and the approval of the Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

**EXECUTIVE SUMMARY**

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The developer of Deerfield Estates Phase 1 has completed all of the public improvements for the subdivision, and has requested that the City release the Performance Guarantee Agreement. The attached document releases the Performance Guarantee Agreement as requested.

**BACKGROUND/DISCUSSION**

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On August 7, 2018, the City and Drury Properties, Inc. entered into a Performance Guarantee Agreement for public improvements in Deerfield Estates Phase 1. On May 20, 2019, the City Council accepted the majority of the public improvements serving Deerfield Estates Phase 1 and authorized the partial release of the Performance Agreement. The Agreement was subsequently amended on June 13, 2019, to change the instrument of guarantee. Drury Properties, Inc. has now completed all of the public improvements for the subdivision, and has requested that the City release the Performance Guarantee Agreement. The attached document releases the Performance Guarantee Agreement as requested.

**STAFF RECOMMENDATION**

---

Staff recommends approval of the Release of Performance Guarantee Agreement for Deerfield Estates Phase 1.

**ATTACHMENTS:**

Name:	Description:
<a href="#">📎 Release_of_Performance_Guarantee_Agreement_-_Deerfield_Estates_Phase_1_-_August_2019.pdf</a>	Release of Performance Guarantee Agreement - Deerfield Estates Phase 1

**RELEASE OF PERFORMANCE GUARANTEE AGREEMENT**  
**DEERFIELD ESTATES PHASE 1**

This Release is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the CITY OF CAPE GIRARDEAU, MISSOURI, 401 Independence Street, Cape Girardeau, MO 63703, hereinafter referred to as “City”, to DRURY PROPERTIES, INC., hereinafter referred to as “Developer”.

**WITNESSETH:**

On August 7, 2018, the City and the Developer entered into a Performance Guarantee Agreement for public improvements in Deerfield Estates Phase 1, in the City of Cape Girardeau, Missouri (said Agreement being subsequently amended on June 13, 2019).

The City Council of the City of Cape Girardeau, Missouri, has determined that all of the work covered by the Performance Guarantee Agreement, as amended, for public improvements in said subdivision, as set out in the improvement plans and specifications therefore, has been satisfactorily completed.

NOW, THEREFORE, in consideration of the satisfactory completion of all of the public improvements set forth in the plans and specifications for said subdivision, the City hereby authorizes the release of the full balance of the secured amount pursuant to the Performance Guarantee Agreement, as amended. Furthermore, the Developer is hereby discharged from any further obligations to the City under the Performance Guarantee Agreement, as amended, which is hereby canceled and terminated.

IN WITNESS WHEREOF, this Release has been executed on the above date.

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Scott A. Meyer, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

{NOTARY ON FOLLOWING PAGE}



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**Staff:** Bruce Taylor, Deputy City Clerk  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-175**

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**SUBJECT**

---

Reschedule the second City Council Meeting in October from October 21, 2019, to October 17, 2019.

**EXECUTIVE SUMMARY**

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The second Council Meeting in October this year is set for October 21, 2019. However, City Manager Scott Meyer and Deputy City Manager Molly Mehner will be participating in the International City/County Management Association Annual Conference at that time. Staff requests that the City Council Meeting be rescheduled from Monday, October 21, to Thursday, October 17.

**BACKGROUND/DISCUSSION**

---

Pursuant to the City Charter, the City Council shall meet regularly at least twice each month. Additionally, pursuant to the City Charter, there must be at least seven days between the introduction and passage of an Ordinance. As prescribed by rule, therefore, the City Council normally meets the first and third Mondays of each month. The 2019 City Council Meeting schedule was set by a Motion approved on November 7, 2018. However, both City Manager Scott Meyer and Deputy City Manager Molly Mehner will be participating in the International City/County Management Association Annual Conference on October 21, 2019. In order to accommodate rescheduling that meeting, the current Council Members were surveyed to ensure that quorum could still be met if the October 21, 2019, regularly scheduled meeting was moved to Thursday, October 17, 2019.

**STAFF RECOMMENDATION**

---

Staff recommends that the second meeting of the City Council for October 2019 be rescheduled from Monday, October 21, to Thursday, October 17, by motion.

**ATTACHMENTS:**

Name:	Description:
No Attachments Available	

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**Staff:** Bruce W. Loy, Airport Manager  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-176

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## **SUBJECT**

---

State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund Air Service Promotion and Marketing and a Catchment Leakage Study at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri, Project No. AIR 196-077A-1.

## **EXECUTIVE SUMMARY**

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The funding from this block grant agreement will fund 90% of research and marketing efforts for improvement and promotion of the scheduled passenger air service at the Cape Girardeau Regional Airport (CGI). The funds will be used for airline service promotion/marketing and a catchment leakage study, in an effort to increase passenger boardings. The grant funds total \$170,000 with the City required to match 10%, or \$18,888, making the total available funds at \$188,888.

## **BACKGROUND/DISCUSSION**

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SkyWest Airlines started scheduled passenger air service between Cape Girardeau Regional Airport and Chicago O'Hare International Airport on December 1, 2017, utilizing a two-year Essential Air Service (EAS) contract with the U.S. Department of Transportation (USDOT). Having a code share agreement with United Airlines, the service has operated as United Express, operated by SkyWest Airlines. The airline is utilizing a CRJ-200, 50-seat regional jet with flight attendant and lavatory.

This air service promotion funding will allow Airport/City staff to provide increased air service promotion and explore options for improved scheduled air service for our community. Additionally, this grant will provide funding for a catchment leakage study, to learn where our passengers are coming from, what airport they are originating from (if not Cape Girardeau), and their final destination. This information assists in targeting the marketing funds.

## **FINANCIAL IMPACT**

---

The availability of our annual State marketing funds for the 2018-19 Fiscal Year (over \$88,000), increased our annual passenger enplanements to 8,891. This enplanement number was sufficient to guarantee the airport a \$600,000 grant, available to the City in Fiscal Year 2020.

The immediate financial impact of this grant for the City is the 10% match to the \$170,000 grant, which totals \$18,888, allowing a total expenditure of \$188,888. Those funds will only be used as the grant funds are expended.

The hopeful and potential positive impact to the City is that usage of these marketing funds results in increased passenger boardings, eventually allowing the City to see a total annual passenger boarding count of 10,000. Passenger boarding counts, or enplanements, reaching 10,000 for the calendar year would provide the Cape Girardeau Regional Airport an annual guarantee of \$1,000,000 in grant funds from the Federal Aviation Administration for airport eligible projects. In other words, an \$18,888 City expenditure should net the airport \$1,000,000.

## **STAFF RECOMMENDATION**

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It is recommended the City Council approve an ordinance allowing the City Manager to execute the attached Block Grant Agreement, Project No. AIR 196-077A-1, with the Missouri Highways and Transportation Commission, in the amount of \$170,000 to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport.

**ATTACHMENTS:**

Name:	Description:
<a href="#">❏ <u>MODOT Block Grant Agreement - Promote passenger Service Airport.doc</u></a>	Ordinance
<a href="#">❏ <u>Airport Aid Agreement City of Cape Girardeau AIR 196-077A-1.pdf</u></a>	Air Service Grant Agreement 2019, AIR 196-077A-1

BILL NO. 19-118

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO FUND THE PROMOTION OF SCHEDULED PASSENGER AIR SERVICE AT THE CAPE GIRARDEAU REGIONAL AIRPORT

---

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, a State Block Grant Agreement between the City of Cape Girardeau and the Missouri Highways and Transportation Commission to fund determination of options for improvement and promotion of the scheduled passenger air service at the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Amendment shall be in substantially the form attached hereto, 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

(SEAL)

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk

CCO Form: MO02  
Approved: 08/09 (AMB)  
Revised: 03/17 (MWH)  
Modified:

Sponsor: City of Cape Girardeau  
Project No.: AIR 196-077A-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION**

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated May 29, 2019, and specifically described as follows:

Air Service Promotion and Marketing and Catchment Leakage Study;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Seventy Thousand Dollars (\$170,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Eighteen Thousand Eight Hundred Eighty-Eight Dollars (\$18,888). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from July 1, 2019 through June 30, 2020. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(6) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (8)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(7) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The

summary must show the source of funds and the specific items for which they were expended.

(9) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(11) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(12) 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.

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

(14) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(15) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(18) INDEMNIFICATION:

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

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) 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.

(19) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(21) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(22) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(23) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(24) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(25) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-177

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**SUBJECT**

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An Ordinance approving the Record Plat of LaFont's First Amended.

**EXECUTIVE SUMMARY**

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The attached ordinance approves a record plat for a two-lot subdivision at 402 Chesley Drive.

**BACKGROUND/DISCUSSION**

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A record plat has been submitted for LaFont's First Amended, located at 402 Chesley Drive. The property is zoned R-1 (Single-Family Suburban Residential). The plat subdivides a lot into two lots. The plat shows an exception for a reduced utility easement width along the rear lot lines. Staff supports the exception because there are no existing or proposed City utilities in the locations where the easement is required.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

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The Planning and Zoning Commission, at its June 12, 2019 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat LaFont s First Amended.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	LaFont's First Amended - Staff RRA Form
<a href="#">Map - LaFont s First Amended.pdf</a>	LaFont's First Amended - Map
<a href="#">Application - LaFont s First Amended Subd.pdf</a>	LaFont's First Amended - Application
<a href="#">LaFont.pdf</a>	LaFont's First Amended - Record Plat

BILL NO. 19-119

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

AN ORDINANCE APPROVING THE RECORD PLAT OF  
LAFONT'S FIRST AMENDED

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

ARTICLE 1. The record plat of LaFont's First Amended, being a resubdivision of LaFont's First as recorded in Plat Book 24 at Page 22 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Dale P. LaFont and Terry E. Brewer-LaFont, bearing the certification of Timothy J. Sander, a Registered Land Surveyor, dated the 7th day of May, 2019, including all exceptions and variances, is hereby approved.

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

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bob Fox, Mayor

ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk

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

FILE: **LaFont's First Amended Subdivision**

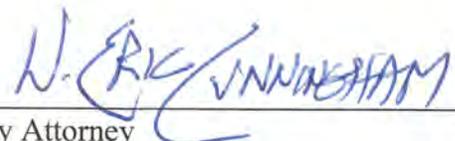
LOCATION: 402 Chesley Drive

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted which subdivides a tract into two (2) lots at 402 Chesley Drive. SEE STAFF REPORT FOR MORE DETAILS.

  
\_\_\_\_\_  
City Planner

5/23/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Attorney

MAY 28, 2019  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
City Manager

5/28/19  
\_\_\_\_\_  
Date

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***Planning & Zoning Commission***

**RECOMMENDED ACTION:**

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**VOTE COUNT:**    8    Favor    0    Oppose    0    Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

  
\_\_\_\_\_  
Kevin Greaser  
Planning & Zoning Commission Secretary

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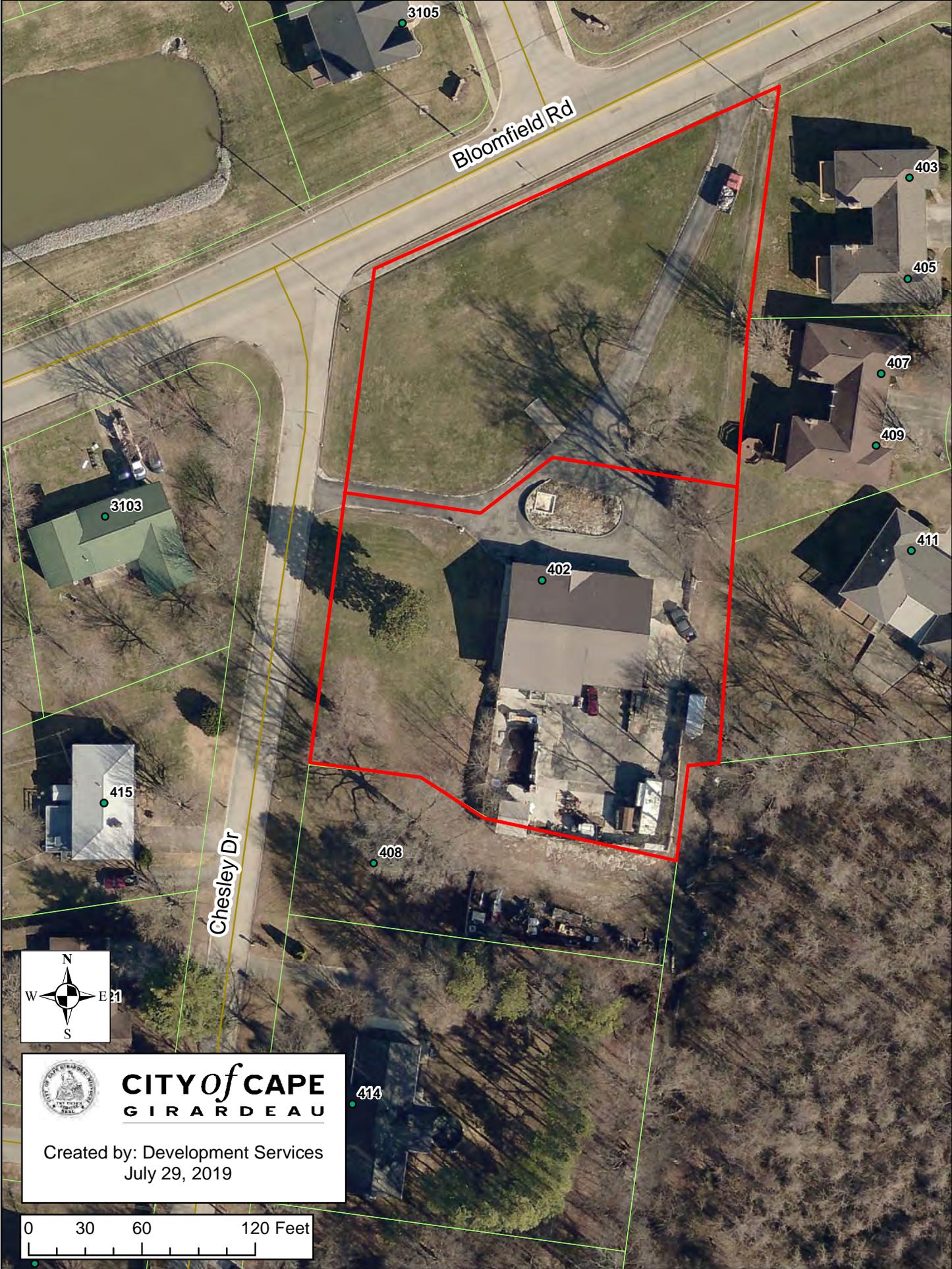
***City Council Action***

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

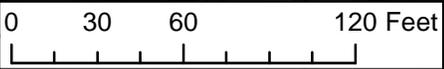
ORDINANCE # \_\_\_\_\_ Effective Date: \_\_\_\_\_

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# LaFont's First Amended



 **CITY of CAPE GIRARDEAU**  
Created by: Development Services  
July 29, 2019





# SUBDIVISION PLAT APPLICATION CITY of CAPE GIRARDEAU

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

Name of Subdivision <b>LAFONT'S First AMENDED</b>		Type of Plat: Preliminary, Record, or Boundary Adjustment <b>RECORD</b>	
Applicant <b>DALE LAFONT</b>		Property Owner of Record (if other than Applicant)	
Mailing Address <b>402 CHESLEY drive</b>	City, State, Zip <b>CAPE GIRARDEAU, MO, 63703</b>	Mailing Address	City, State, Zip
Telephone <b>573-275-1222</b>	Email <b>DALELAFONT@gmail.com</b>	Telephone	Email
Contact Person (if Applicant is a Business or Organization)		(Attach additional owners information, if necessary) <b>TERRY E. BREWER-LAFONT</b>	
Professional Engineer/Surveyor (if other than Applicant) <b>SANDER LAND SURVEYING LLC</b>		Developer (if other than Applicant)	
Mailing Address <b>20052 US Highway 61</b>	City, State, Zip <b>Sikeston, MO. 63801</b>	Mailing Address	City, State, Zip
Telephone <b>573-450-2000</b>	Email <b>SANDERSURVEY2003@gmail.com</b>	Telephone	Email

### ADDITIONAL ITEMS REQUIRED

See instructions for more information.

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

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

Recording Fee Deposit (payable to City of Cape Girardeau)

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

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

Two (2) full size prints of the plat

Digital file of the plat in .pdf format (can be emailed)

### 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.

Dale Lafont  
Applicant Signature and Printed Name

5-16-2019  
Date

OFFICE USE ONLY	
Date Received & By <u>5-16-19 ep</u>	MUNIS Application No. <u>8814</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

**Record Plat: LaFont's First Amended**  
 A Resubdivision of LaFont's First as recorded  
 in Plat Book 24 at Page 22 of the County Land Records,  
 in the City and County of Cape Girardeau, State of Missouri

**LOT SIZES**  
 TOTAL NUMBER OF LOTS = 2  
 SMALLEST LOT = 30,852 Sq Ft ±  
 LARGEST LOT = 37,398 Sq Ft ±  
 TOTAL AREA = 68,250 Sq Ft ±

**ZONING**  
 CURRENT ZONING = R1  
 (SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT)

**BUILDING SETBACKS (SINGLE-FAMILY)**  
 FRONT YARD = 30'  
 REAR YARD = 25'  
 SIDE YARD = 6'

MAXIMUM HEIGHT = 2 1/2 STORIES / 35'  
 MINIMUM LOT AREA = 10,000 Sq Ft  
 MINIMUM LOT WIDTH = 80'  
 MAXIMUM DENSITY = 4 UNITS PER ACRE

AN EXCEPTION IS SHOWN FOR A REDUCED UTILITY EASEMENT WIDTH ALONG THE REAR LOT LINES OF LOTS 1 AND 2.

**TITLE REFERENCES**

DOC. NO. 2017-06071 (SUB)  
 DOC. NO. 2013-05761 (ADJ)  
 DOC. NO. 2018-02477 (ADJ)  
 DOC. NO. 2017-13580 (ADJ)  
 DOC. NO. 2011-06883 (ADJ)  
 BOOK 672, PAGE 591 (ADJ)  
 BOOK 1255, PAGE 468 (ADJ)

**REFERENCES**

- NORTH BASIS PER GPS OBSERVATION ALONG THE EAST RIGHT OF WAY LINE OF CHESLEY DRIVE (N 07°24'17" E) - MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983 - ZONE EAST.
- ABSTRACT OF TITLE.
- P.O.B. = POINT OF BEGINNING.
- N/F = NOW OR FORMERLY.
- LOT 1 = ORIGINAL LOT NUMBERS.
- LOT 2 = NEW LOT NUMBERS.

<b>RECORD OWNER</b> DALE P. LaFONT & TERRY E. BREWER-LaFONT DOCUMENT NUMBER 2017-06071	<b>DEVELOPER OF SUBDIVISION</b> DALE P. LaFONT & TERRY E. BREWER-LaFONT 402 CHESLEY DRIVE CAPE GIRARDEAU MO 63703
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**PLAT PREPARED BY**  
 SANDER LAND SURVEYING  
 TIMOTHY J SANDER, PLS  
 20052 US HIGHWAY 61  
 SIKESTON, MO  
 63801

**SYMBOL LEGEND**

- = 1/2" IRON RODS (SET).
- ▲ = 1/2" IRON RODS (FND).
- ▲ = COTTON PICKER SPINDLES (SET).
- = SUBDIVISION BOUNDARY LINE.
- = NEW LOT LINE.
- = BUILDING SETBACK LINE.
- = EXISTING UTILITY EASEMENT LINE.
- = NEW SHARED DRIVEWAY EASEMENT LINE.
- = ADJOINER PROPERTY LINE.
- = RIGHT OF WAY LINE.
- = STREET CENTERLINE.
- ▨ = EXISTING SERVICE POLE EASEMENT.

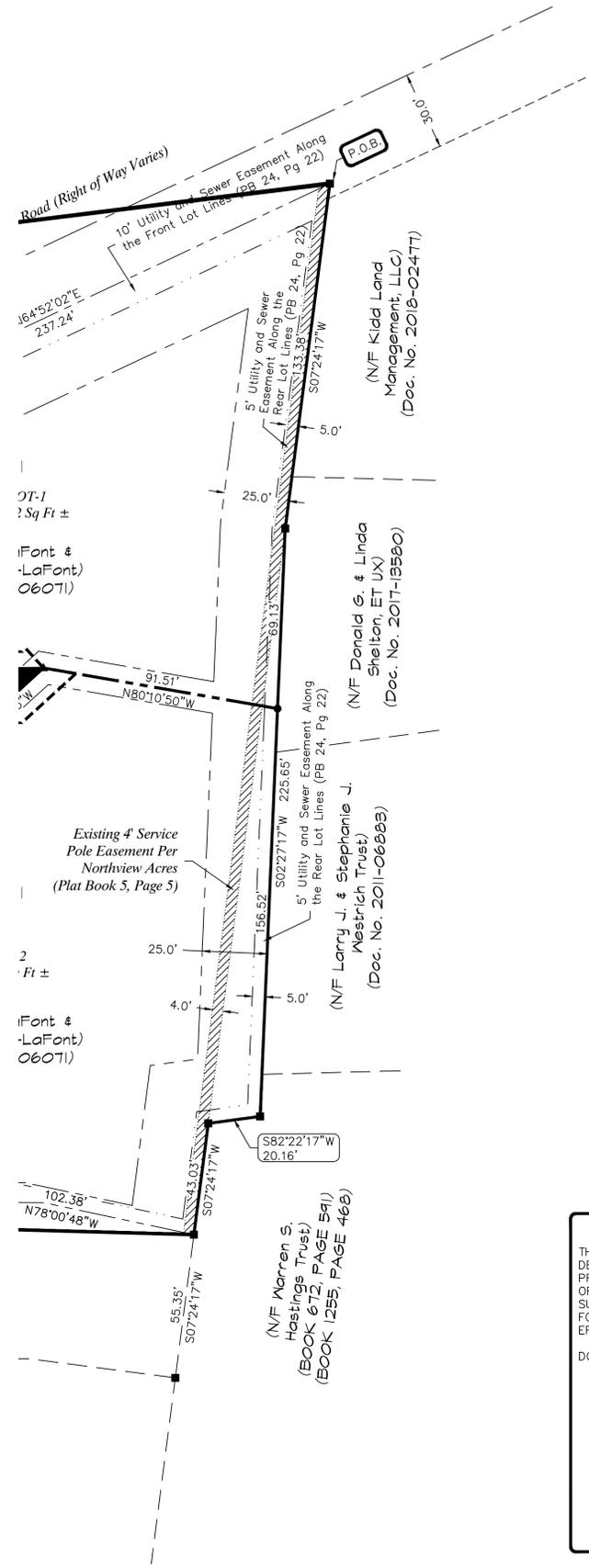
ASSESSOR'S MAP NUMBER 20-314      PROPERTY SURVEY CLASS..."URBAN"

**SURVEYOR CERTIFICATION**

THIS IS TO CERTIFY THAT I, TIMOTHY J SANDER, HAVE SURVEYED THE FORGOING DESCRIBED PARCEL OF LAND AT THE REQUEST OF DALE P. LaFONT AND HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

DONE THIS 7 th. DAY OF MAY, 2019.

  
 TIMOTHY J. SANDER, MO-PLS 2003013179  
 20052 US HIGHWAY 61  
 SIKESTON, MISSOURI 63801



**SUBDIVISION DEDICATION**

WE, THE UNDERSIGNED, DALE P. LaFONT AND TERRY E. BREWER-LaFONT, HUSBAND AND WIFE, OWNERS IN FEE OF LaFont's First AS RECORDED IN PLAT BOOK 24 AT PAGE 22 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 68,250 SQUARE FEET, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the Northeast Corner of Lot 1 of LaFont's First (Found 1/2" Iron Rod), thence S 07°24'17" W, 133.38 feet; thence S 02°27'17" W, 225.65 feet; thence S 82°22'17" W, 20.16 feet; thence S 07°24'17" W, 43.03 feet; thence N 78°00'48" W, 102.38 feet; thence N 59°08'06" W, 41.37 feet; thence N 82°35'43" W, 60.00 feet to the East Right of Way Line of Chesley Drive; thence, along said East Right of Way Line of Chesley Drive, N 07°24'17" E, 254.20 feet to the South Right of Way Line of Bloomfield Road; thence, along said South Right of Way Line of Bloomfield Road, N 64°52'02" E, 237.24 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby subdivide said tract into two lots as shown hereon and do hereby name said subdivision "LaFont's First Amended". The shared driveway easement shown hereon is hereby established for the use and benefit of the current and future owners of Lots 1 and 2 and their respective tenants and invitees, for the sole purpose of providing ingress and egress between Lots 1 and 2, and between such lots and the adjacent street(s). Each lot owner has an equal share of the financial responsibility for maintaining the driveway within said easement.

DALE P. LaFONT, HUSBAND. \_\_\_\_\_  
 TERRY E. BREWER-LaFONT, WIFE. \_\_\_\_\_

STATE OF MISSOURI  
 COUNTY OF CAPE GIRARDEAU

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for said State and County, appeared Dale P. LaFont & Terry E. Brewer-LaFont, Husband & Wife, to me known to be the persons described herein, who did execute the foregoing instrument, and who acknowledged that they executed the same as their free act and deed.

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

My commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_

I, \_\_\_\_\_, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri, by Ordinance No. \_\_\_\_\_ passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

City Clerk, City of Cape Girardeau, Missouri

STATE OF MISSOURI  
 COUNTY OF CAPE GIRARDEAU

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019 in Document Number \_\_\_\_\_

Andrew David Blattner, Recorder of Deeds  
 Cape Girardeau County, Missouri

NO PORTION OF THE ABOVE DESCRIBED PARCEL LIES WITHIN THE 100 YEAR FLOOD PLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0262E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

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**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-178

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**SUBJECT**

An Ordinance approving the Record Plat of Sabella's First Subdivision.

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**EXECUTIVE SUMMARY**

The attached ordinance approves a record plat for combining tracts at 2510 Jonquil Lane.

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**BACKGROUND/DISCUSSION**

A record plat has been submitted for Sabella's First Subdivision, located at 2510 Jonquil Lane. The property is zoned R-1 (Single-Family Suburban Residential). The plat combines three tracts to form one new lot. The plat shows a variance for a reduced front yard setback. Staff supports the variance due to the location of the existing home relative to the front lot line.

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**STAFF RECOMMENDATION**

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

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**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its July 10, 2019 meeting, recommended approval of the record plat with a vote of 9 in favor, 0 in opposition, and 0 abstaining.

---

**ATTACHMENTS:**

Name:	Description:
<a href="#">Record Plat Sabella s First Subdivision.doc</a>	Ordinance
<a href="#">Staff Review-Referral-Action Form.pdf</a>	Sabella's First Subdivision - Staff RRA Form
<a href="#">Map - Sabella s First Subdivision.pdf</a>	Sabella's First Subdivision - Map
<a href="#">Application - Sabella s First Subdivision Record Plat.pdf</a>	Sabella's First Subdivision - Application
<a href="#">Sabellas Subdivision-Plat.pdf</a>	Sabella's First Subdivision - Record Plat

BILL NO. 19-120

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

AN ORDINANCE APPROVING THE RECORD PLAT OF  
SABELLA'S FIRST SUBDIVISION

---

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

ARTICLE 1. The record plat of Sabella's First Subdivision, being a Resubdivision of the West 47.3 feet of Lot 2, All of Lot 3, and the East 56.9 feet of Lot 4, All in Block 3 of Holland Hills as recorded in Plat Book 06 at Page 55 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri, submitted by Deborah D. Sabella Revocable Trust Agreement dated November 25, 2014, bearing the certification of Timothy J. Sander, a Registered Land Surveyor, dated the 6th 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: **Sabella's First Subdivision**

LOCATION: 2510 Jonquil Lane

**STAFF REVIEW & COMMENTS:**

A record plat has been submitted which combines three (3) lots at 2510 Jonquil Lane. SEE STAFF REPORT FOR MORE DETAILS.

  
 \_\_\_\_\_  
 City Planner

6/28/19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 City Attorney

July 1, 2019  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 City Manager

7-1-19  
 \_\_\_\_\_  
 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**VOTE COUNT:** 9 Favor      0 Oppose      0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

  
 \_\_\_\_\_  
 Kevin Greaser  
 Planning & Zoning Commission Secretary

**City Council Action**

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

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

# Sabella's First Subdivision





**SUBDIVISION PLAT APPLICATION**  
**CITY of CAPE GIRARDEAU**

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

<b>Name of Subdivision</b> Sabella's First Subdivision		<b>Type of Plat: Preliminary, Record, or Boundary Adjustment</b> Boundary Adjustment <u>Record Plat</u>	
<b>Applicant</b> Deborah D Sabella		<b>Property Owner of Record (if other than Applicant)</b> same	
<b>Mailing Address</b> 2510 Jonquil Lane	<b>City, State, Zip</b> Cape Girardeau, MO 63701	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b> 573-275-1630	<b>Email</b> Marash1955@gmail.com	<b>Telephone</b>	<b>Email</b>
<b>Contact Person (If Applicant is a Business or Organization)</b>		<i>(Attach additional owners information, if necessary)</i>	
<b>Professional Engineer/Surveyor (if other than Applicant)</b> Tim Sanders		<b>Developer (if other than Applicant)</b>	
<b>Mailing Address</b> 20052 US Hwy 61	<b>City, State, Zip</b> Sikeston, MO 63801	<b>Mailing Address</b>	<b>City, State, Zip</b>
<b>Telephone</b> 573-450-2000	<b>Email</b> sanderssurvey2003@gmail.com	<b>Telephone</b>	<b>Email</b>

**ADDITIONAL ITEMS REQUIRED**

See Instructions for more information.

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

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

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

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

**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.

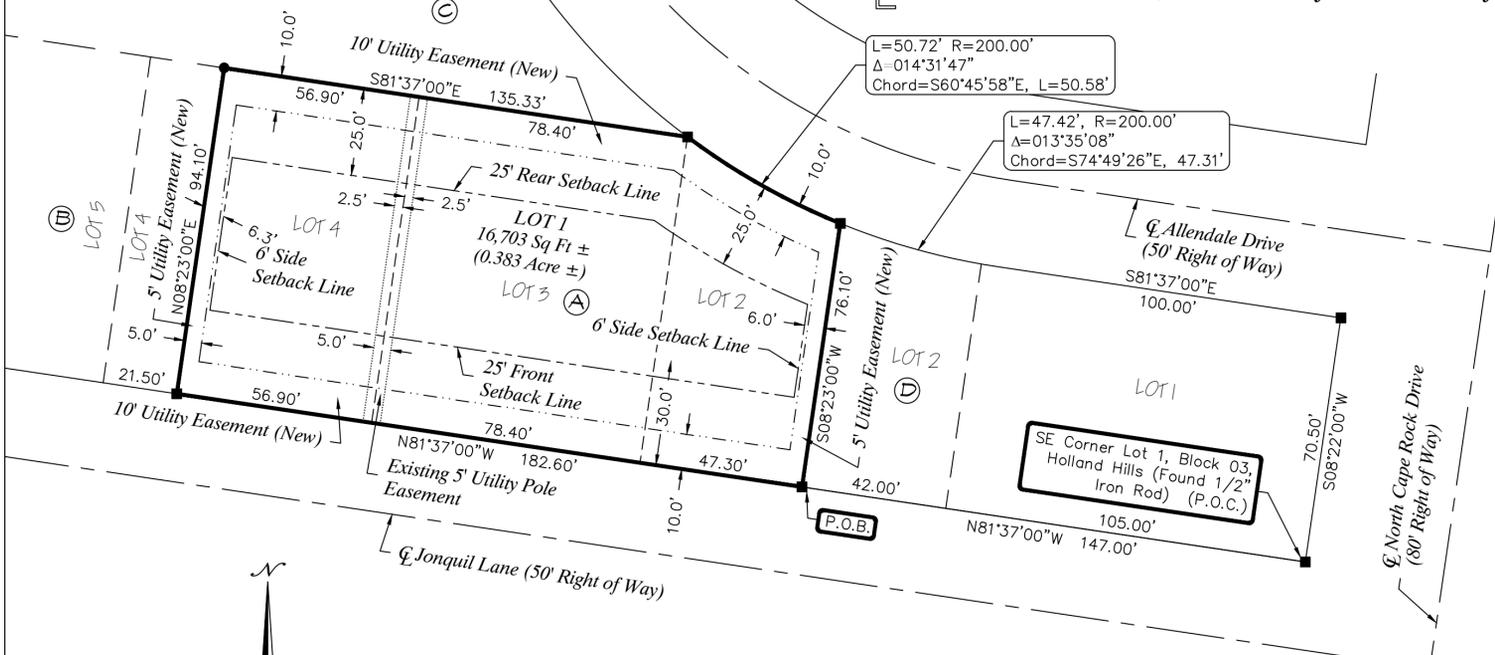
Deborah D Sabella Deborah D. Sabella  
 Applicant Signature and Printed Name

June 10, 2019  
 Date

<b>OFFICE USE ONLY</b>	
Date Received & By <u>6-10-19 ep</u>	MUNIS Application No. <u>8927</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

**Record Plat: Sabella's First Subdivision**

A Resubdivision of the West 47.3 feet of Lot 2, All of Lot 3, and the East 56.9 feet of Lot 4, All in Block 3 of Holland Hills as recorded in Plat Book 06 at Page 55 of the County Land Records, in the City and County of Cape Girardeau, State of Missouri



<b>RECORD OWNER</b> DEBORAH D. SABELLA REVOCABLE TRUST AGREEMENT DATED NOVEMBER 25, 2014 DOCUMENT NUMBER 2014-12763	<b>DEVELOPER OF SUBDIVISION</b> DEBORAH D. SABELLA, TRUSTEE DEBORAH D. SABELLA REVOCABLE TRUST AGREEMENT 2510 JONQUIL LANE CAPE GIRARDEAU MO 63701
<b>PLAT PREPARED BY</b> SANDER LAND SURVEYING TIMOTHY J SANDER, PLS 20052 US HIGHWAY 61 SIKESTON, MO 63801	

**SUBDIVISION DEDICATION**

I, THE UNDERSIGNED, DEBORAH D. SABELLA, TRUSTEE OF THE DEBORAH D. SABELLA REVOCABLE TRUST AGREEMENT DATED NOVEMBER 25, 2014, OWNER IN FEE OF THE WEST 47.3 FEET OF LOT 2, ALL OF LOT 3, AND THE EAST 56.9 FEET OF LOT 4, ALL IN BLOCK 3 OF HOLLAND HILLS AS RECORDED IN PLAT BOOK 06 AT PAGE 55 OF THE COUNTY LAND RECORDS, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 16,703 SQUARE FEET, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southeast Corner of Lot 1 in Block 3 of Holland Hills (Found 1/2" Iron Rod), thence, along the North Right of Way Line of Jonquil Lane, N 81°37'00" W, 147.00 feet to the POINT OF BEGINNING; thence, continue, N 81°37'00" W, 182.60 feet; thence N 08°23'00" E, 94.10 feet to the North Line of Lot 4 of said Block 3; thence, along the North line of said Lot 4 and Lot 3, S 81°37'00" E, 135.33 feet to the South Right of Way Line of Allendale Drive, being a non-tangent curve to the left; thence along the arc of said curve, having a radius of 200.00 feet, 50.72 feet (Chord bearing S 60°45'58" E, 50.58 feet); thence, leaving said South Right of Way Line; S 08°23'00" W, 76.10 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby subdivide said tract into one lot as shown hereon and do hereby name said subdivision "SABELLA'S FIRST SUBDIVISION".

The utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri, in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and expansion of City water and sewer systems, and as may be authorized by the City of Cape Girardeau, Missouri to be used by a public or private utility provider for purposes related to the installation, maintenance, repair, replacement, and expansion of such utility systems.

DEBORAH D. SABELLA, TRUSTEE  
DEBORAH D. SABELLA REVOCABLE  
TRUST AGREEMENT DATED NOVEMBER 25, 2014



Scale: 1" = 30'

ADJOINER TABLE		
	OWNER	DOCUMENT NUMBER
A	N/F DEBORAH D SABELLA REVOCABLE TRUST AGREEMENT DATED NOVEMBER 25, 2014	2014-12763
B	N/F Porter Trust	2015-11565
C	N/F Ricky & Janice Louise Parrish ET UX	2008-14889
D	N/F Anthony M. & Bethany M. Kiel, ET UX	2014-08471

**LOT SIZES**  
TOTAL NUMBER OF LOTS = 1  
SMALLEST LOT = 16,703 Sq Ft ±  
LARGEST LOT = 16,703 Sq Ft ±  
TOTAL AREA = 16,703 Sq Ft ±

**ZONING**  
CURRENT ZONING = R1  
(SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT)

**BUILDING SETBACKS (SINGLE-FAMILY)**  
FRONT YARD = 30'  
REAR YARD = 25'  
SIDE YARD = 6'

MAXIMUM HEIGHT = 2 1/2 STORIES / 35'  
MINIMUM LOT AREA = 10,000 Sq Ft  
MINIMUM LOT WIDTH = 80'  
MAXIMUM DENSITY = 4 UNITS PER ACRE

**NOTE**  
A VARIANCE IS SHOWN FOR A REDUCED FRONT YARD SETBACK FOR LOT 1

**TITLE REFERENCES**

DOC. NO. 2014-12763 (SUB)  
DOC. NO. 2015-11565 (SUB)  
DOC. NO. 2008-14889 (ADJ)  
DOC. NO. 2014-08471 (ADJ)

**REFERENCES**

- NORTH BASIS PER RECORD PLAT OF HOLLAND HILLS (PLAT BOOK 06, PAGE 55) ALONG THE NORTH RIGHT OF WAY LINE OF JONQUIL LANE (N 81°37'00" W)
- ABSTRACT OF TITLE.
- P.O.B. = POINT OF BEGINNING.
- N/F = NOW OR FORMERLY.
- LOT 4 = ORIGINAL LOT NUMBERS.
- LOT 1 = NEW LOT NUMBERS.

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for said State and County, appeared Deborah D. Sabella, Trustee of the Deborah D. Sabella Revocable Trust Agreement Dated November 25, 2014, to me known to be the person described herein, who did execute the foregoing instrument, and who acknowledged that she executed the same as the free act and deed of said Trust.

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

My commission expires \_\_\_\_\_

Notary Public

I, \_\_\_\_\_, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri, by Ordinance No. \_\_\_\_\_ passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019.

City Clerk, City of Cape Girardeau, Missouri

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU

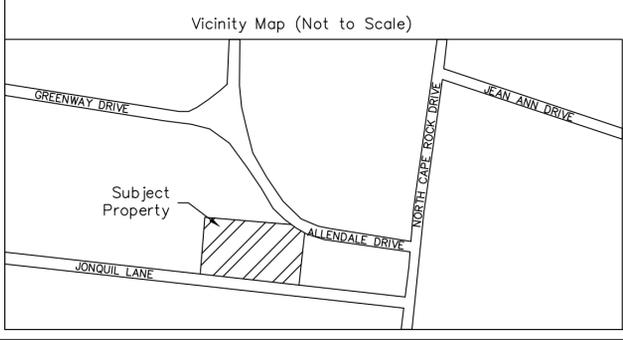
Filed for record this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2019 in Document Number \_\_\_\_\_

Andrew David Blattner, Recorder of Deeds  
Cape Girardeau County, Missouri

NO PORTION OF THE ABOVE DESCRIBED PARCEL LIES WITHIN THE 100 YEAR FLOOD PLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0262E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

**SYMBOL LEGEND**

- = 1/2" IRON RODS (SET).
- = 1/2" IRON RODS (FND).
- = SUBDIVISION BOUNDARY LINE.
- = BUILDING SETBACK LINE.
- = NEW UTILITY EASEMENT LINE.
- = ADJOINER PROPERTY LINE.
- = LOT LINE TO BE ELIMINATED.
- = LOT LINE TO REMAIN.
- = RIGHT OF WAY LINE.
- = STREET CENTERLINE.
- = EXISTING UTILITY POLE EASEMENT LINE.



ASSESSOR'S MAP NUMBER 15-912      PROPERTY SURVEY CLASS...."URBAN"

**SURVEYOR CERTIFICATION**

THIS IS TO CERTIFY THAT I, TIMOTHY J SANDER, HAVE SURVEYED THE FORGOING DESCRIBED PARCEL OF LAND AT THE REQUEST OF DEBORAH D. SABELLA AND HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

DONE THIS 6 th. DAY OF MAY , 2019.

TIMOTHY J. SANDER, MO-PLS 2003013179  
 20052 US HIGHWAY 61  
 SIKESTON, MISSOURI 63801

---

**Staff:** W. Victor Brownlees, City  
**Agenda:** Treasurer  
8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

19-179

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**SUBJECT**

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Ordinance Setting Property Tax Rates for Fiscal Year Ending June 30, 2020.

**EXECUTIVE SUMMARY**

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This item provides for the holding of a public hearing and the consideration of an ordinance that would establish the property tax rates for the City of Cape Girardeau for the fiscal year ending June 30, 2020. This public hearing and ordinance are completed each year in accordance with statutory requirements, which have been established for the setting of the property tax rates for local governments. The tax levy rates included in this ordinance represent the current year's tax ceiling rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3037 for the General Fund, \$.0569 for the Health Fund, and \$.7076 for the Downtown Special Business District.

**BACKGROUND/DISCUSSION**

---

In June, the City Council approved an ordinance adopting the budget for the current fiscal year. The adopted budget contained proposed tax levies, assumed assessed values and collection rates which would meet the requirements of the city and constitutional and statutory requirements for the establishment of a tax rate. The tax levies per \$100 valuation proposed by the adopted budget were \$0.3037 for the General Fund, \$0.0569 for the Health Fund and \$0.7076 for the Downtown Special District. These were the same rates as the previous year's levy.

Based on preliminary assessment figures recently received from the County the City tax levies will remain the same for both the General Fund and the Health Fund as a result of a marginal increase of 1.12% in its current year's base assessed value (total assessed values - assessed values on new construction and annexed property). The Downtown Special Business District's levy will also remain the same as in the previous year as there has been no change to its base assessed value.

The initial assessed values of real property increased \$15,614,682 (2.97%) while the initial assessed values of personal property increased \$6,016,387 (4.72%) when compared to assessed valuations of the previous year. The assessed values of new construction and improvements were \$14,329,540, indicating an overall increase in base valuations of real property.

Cape Girardeau County has until August 15, 2019, to provide final assessment values to the City. Consequently the rates above may change for the second and third reading of this ordinance. In recognition of this potential change, the public notice informing residents of the public hearing regarding proposed tax rates refers to the maximum allowable rates approved by voters.

**FINANCIAL IMPACT**

---

The projected General Fund real estate and personal property tax revenue is \$1,987,528 based on the proposed levy, initial assessed values and expected collection rates. This is \$31,922 (1.63%) more than was projected for the 2018 - 2019 adopted budget.

A property owner that owns a house worth \$200,000 would only pay \$137.07 in real estate tax to the City, which is no change from the previous year. Residents would pay \$12.02 for each \$10,000 of personal property they own.

**STAFF RECOMMENDATION**

---

In order to complete the fiscal requirements of the current budget year, it is recommended the City Council approve the attached ordinance which would implement the tax rates for the current fiscal year.

**ATTACHMENTS:**

Name:	Description:
📎 <a href="#">TAX_LEVY.2020.doc</a>	Ordinance

BILL NO. 19-123

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

AN ORDINANCE PROVIDING FOR THE LEVYING OF THE ANNUAL CITY REVENUE TAX; PUBLIC HEALTH TAX; SPECIAL BUSINESS DISTRICT NO. 2 TAX; FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2020

---

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

ARTICLE 1. There is hereby levied for the fiscal year ending on the 30th day of June, 2020, a City revenue tax of Thirty and Thirty-seven One Hundredths Cents (\$.3037) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 2. There is hereby levied for the fiscal year ending on the 30th day of June, 2020, a public health tax of Five and Sixty-nine One Hundredths Cents (\$.0569) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 3. There is hereby levied for Special Business District No. 2 of Cape Girardeau, Missouri, for the fiscal year ending on the 30th day of June, 2020, an ad valorem real estate tax of Seventy and Seventy-six One Hundredths Cents (\$.7076) on the One Hundred Dollars (\$100.00) assessed valuation of all real estate within the Special Business District No. 2 of Cape Girardeau, Missouri, not by general law exempt from taxation.

ARTICLE 4. 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 5. 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

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**Staff:** Kelly Green P.E., City Engineer  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-180**

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**SUBJECT**

---

An Ordinance to establish no parking anytime on the north side of Jim Drury Way in the City of Cape Girardeau, Missouri by amending Traffic Schedule F of the City Code.

**BACKGROUND/DISCUSSION**

---

The Parks Department requested city staff to review no parking on Jim Drury Way at the Cape Girardeau SportsPlex. Currently, when cars are parked on the north side of Jim Drury Way there becomes a sight distance issue for those who are pulling out of the SportsPlex parking lot. Upon review, staff proposes to establish no parking anytime along the north side of Jim Drury Way from Veterans Memorial Drive to Limbaugh Lane.

**FINANCIAL IMPACT**

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Establishing the no parking anytime will require no direct funding. Public Works crews will install the signs on Jim Drury Way.

**STAFF RECOMMENDATION**

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Staff recommends the City Council amend Schedule F of the Traffic Ordinance as stated in the summary attachment as it relates to Jim Drury Way.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Amending Schedule F 26-247-No Parking Jim Drury Way.doc</a>	Ordinance
<a href="#">Jim Drury Way Ordinance Information.pdf</a>	Ord Info
<a href="#">Jim Drury Way Traffic Schedule Map.pdf</a>	Location Map

BILL NO. 19-124

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

AN ORDINANCE AMENDING SCHEDULE F OF SECTION 26-247 OF THE CITY CODE, BY ESTABLISHING NO PARKING ANYTIME ON THE NORTH SIDE OF JIM DRURY WAY, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. Schedule F of Section 26-247 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing no parking anytime at the following location:

Jim Drury Way - North Side, from Veterans Memorial Drive to Limbaugh Lane.

ARTICLE 2. 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.

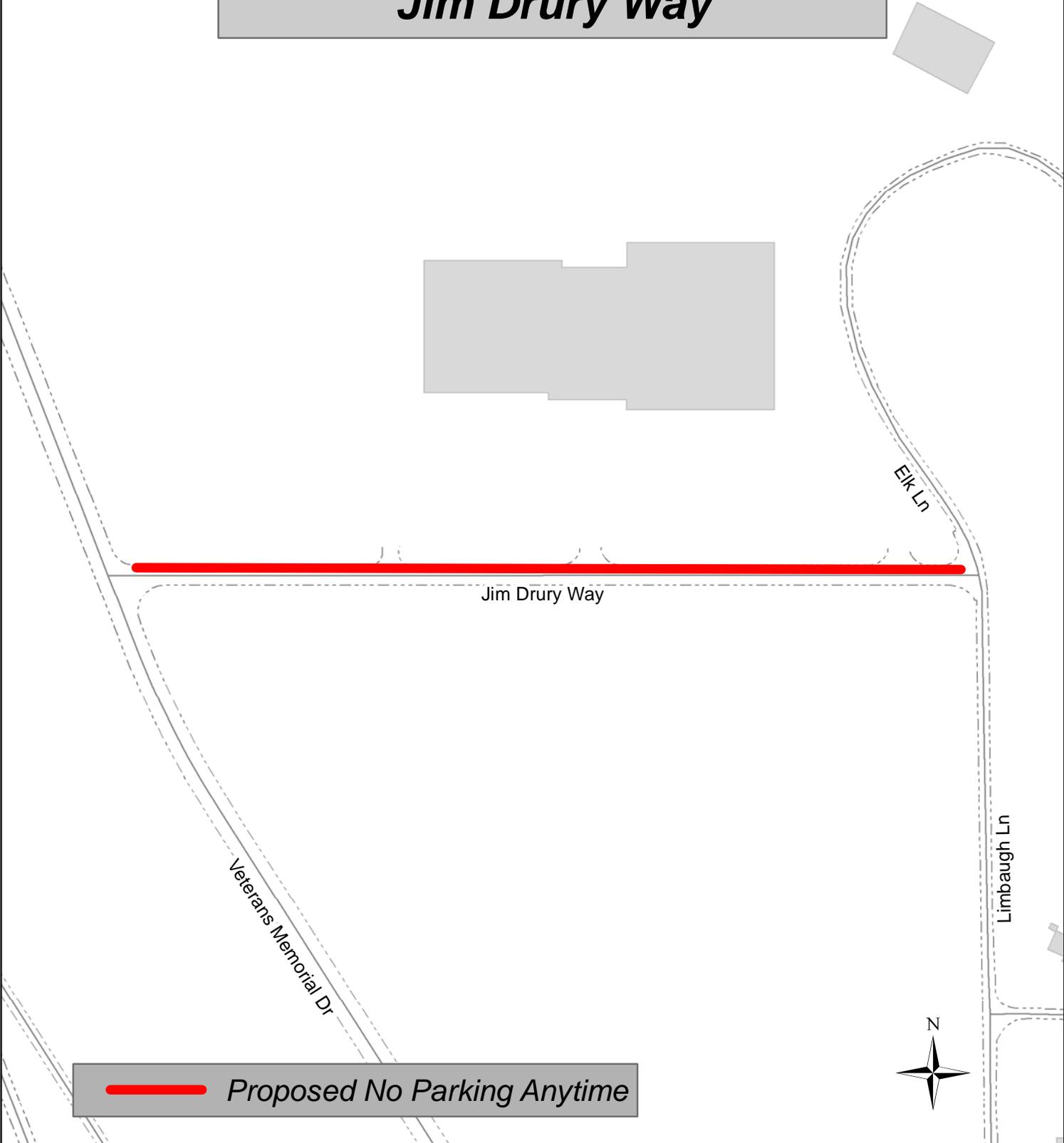
ARTICLE 3. This ordinance shall take effect and be in force from and after ten days after its final passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Bob Fox, Mayor

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk

**City of Cape Girardeau  
Traffic Schedule F  
Proposed No Parking Anytime  
Jim Drury Way**



 **Proposed No Parking Anytime**

---

**Staff:** Kelly Green P.E., City Engineer  
**Agenda:** 8/5/2019

**AGENDA REPORT**  
Cape Girardeau City Council

**19-181**

---

## **SUBJECT**

Ordinance to amend Traffic Schedule A of Section 26-228 of the City Code, by repealing the 35 MPH speed limit from Jefferson Avenue to Route 74 and establishing the speed limit on South West End Boulevard between Highway 74 and Southern Expressway.

## **EXECUTIVE SUMMARY**

An Ordinance to amend Traffic Schedule A of Section 26-228 by repealing the 35 MPH speed limit from Jefferson Avenue to Route 74 and establishing the speed limit on South West End Boulevard between Route 74 and Southern Expressway.

## **BACKGROUND/DISCUSSION**

Engineering received an inquiry regarding speed limits on South West End Boulevard. Ordinance No. 1414 (approved January 3, 1979) established a speed limit of 35 MPH on South West End from Jefferson Avenue to Route 74. The Route 74 referred to in this ordinance is the old Route 74, which is now Southern Expressway. Since then, the new Route 74 has been constructed. The attached ordinance establishes the 35 MPH speed limit from the new Route 74 to Southern Expressway.

During the review of this inquiry, it was decided the speed limit of 35 MPH on South West End from Jefferson Avenue to Route 74 should be repealed. The section of South West End Boulevard from Jefferson to new Route 74 will be changed to 30 MPH as all other streets not specifically designated by the ordinance.

## **FINANCIAL IMPACT**

The changing of the traffic schedule will require no direct funding. Public Works crews will install the modified signs on South West End Boulevard.

## **STAFF RECOMMENDATION**

Staff recommends the City Council amend Schedule A of the Traffic Ordinance as stated in the summary attachment as it relates to South West End Boulevard.

## **ATTACHMENTS:**

Name:	Description:
<a href="#">Amending_Sch_A-Speed_Limits_repeal_and_establish_South_West_End_Boulevard.doc</a>	Ordinance
<a href="#">Amend_Schedule_A_S_West_End.pdf</a>	Location Map

BILL NO. 19-125

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

AN ORDINANCE AMENDING SCHEDULE A OF SECTION 26-228 OF THE CITY CODE, BY REPEALING CERTAIN SPEED LIMITS ON SOUTH WEST END BOULEVARD AND ESTABLISHING NEW SPEED LIMITS ON SOUTH WEST END BOULEVARD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. Schedule A of Section 26-228 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by repealing the speed limit along South West End Boulevard, in the City of Cape Girardeau, Missouri, at the following locations:

South West End Boulevard from Jefferson Avenue to MO Route 74/Shawnee Parkway - 35 MPH.

ARTICLE 2. Schedule A of Section 26-228 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended by establishing speed limits in the City of Cape Girardeau, Missouri, at the following locations:

South West End Boulevard from Jefferson Avenue to MO Route 74/Shawnee Parkway - 30 MPH.

South West End Boulevard from MO Route 74/Shawnee Parkway to Southern Expressway - 35 MPH.

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 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

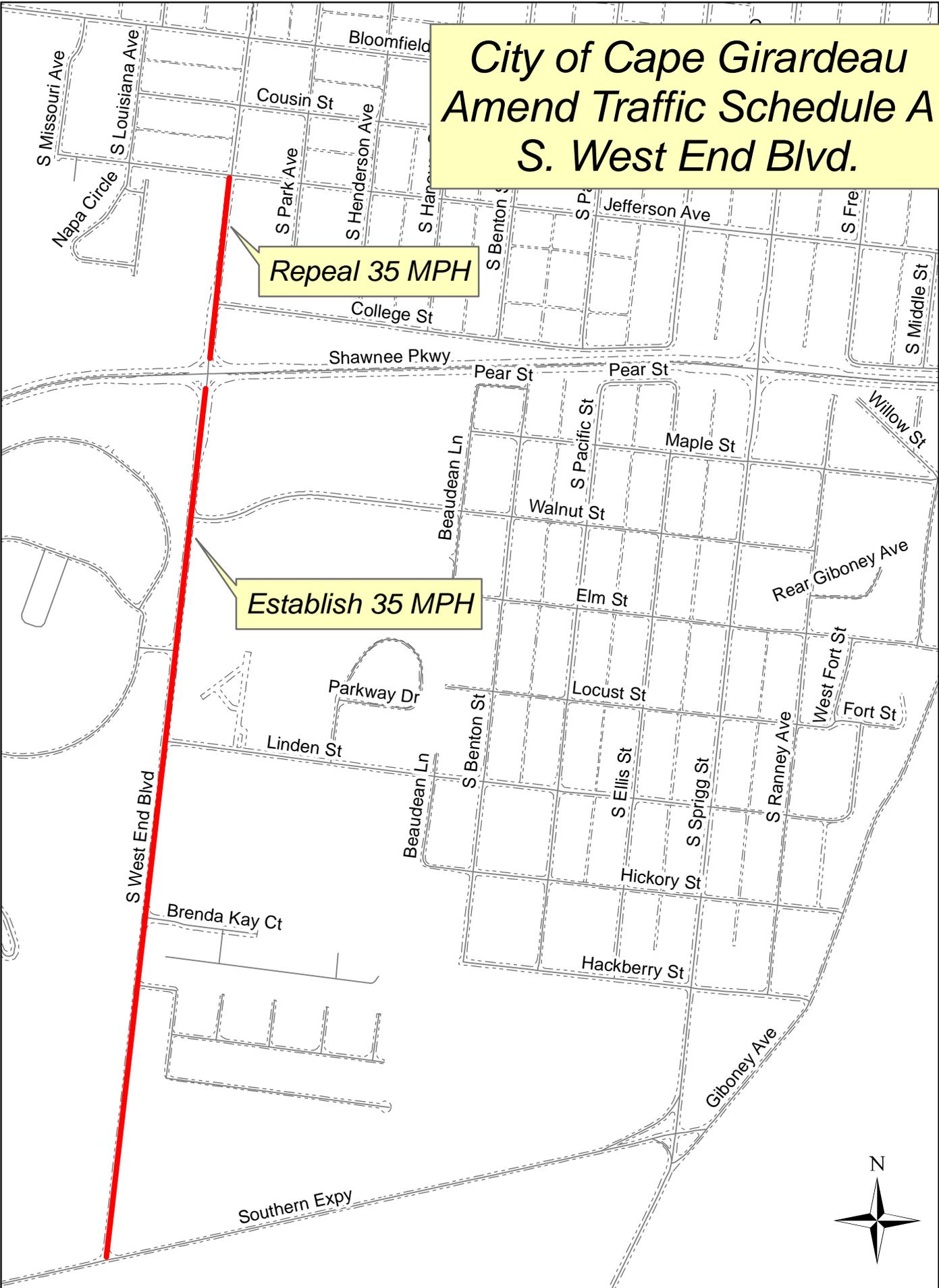
ATTEST:

\_\_\_\_\_  
Bruce Taylor, Deputy City Clerk

# City of Cape Girardeau Amend Traffic Schedule A S. West End Blvd.

**Repeal 35 MPH**

**Establish 35 MPH**



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**Staff:** W. Victor Brownlees, Finance  
**Agenda:** Director  
8/5/2019

**MEMORANDUM**  
Cape Girardeau City Council

19-017

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**SUBJECT**

Analysis of Sales Tax Revenue for Year Ending March 31 2019.

---

**EXECUTIVE SUMMARY**

The total Sales Tax generated during the year ended March 31, 2019 was 0.86% less than in the previous year. Average inflation for the period was 2.30%, giving a negative spread of 3.16%, compared with a negative spread last year of 0.65%.

The growth trend has been negative in 7 of the last 12 months, compared with the previous year which saw positive growth in 9 months. If that trend continues there will be increasing pressure on the City's budget in 2019-20 and beyond.

---

**BACKGROUND/DISCUSSION**

Exhibit A summarizes Sales Tax revenue by month for sales ending March 31, 2018 and 2019. This differs from the monthly revenue information you receive since it accounts for actual sales tax due in a month rather than the payments received from the State (the latter being subject to timing fluctuations). Therefore, this analysis provides a more accurate representation of real sales tax activity.

The report shows that Sales Tax receipts are 0.86% less compared with the previous year. The following table shows Sales Tax growth compared with the rate of inflation for the last 4 years.

	<b>Revenue</b>	<b>Inflation</b>	<b>Spread</b>
March 31, 2019	-0.86%	2.30%	-3.16%
March 31, 2018	1.40%	2.05%	-0.65%
March 31, 2017	-0.43%	1.63%	-2.06%
March 31, 2016	2.91%	0.39%	2.52%

The top companies (those in the top 100 in either year) generated more than 75% of total Sales Tax revenue for the City. Revenues from these companies decreased by 0.43% during the year. Revenues from the top 100 companies, excluding revenues from vehicle sales and Ameren UE increased by 0.16% during the year. Revenues received from vehicle sales decreased by 8.38%, while revenues from Ameren UE increased by 1.87%. During the previous year vehicle sales increased by 5.38%, while revenues from Ameren UE increased by 6.54%.

Also attached is Exhibit B which summarizes Sales Tax revenue for annual periods ending in each of the last 12 months. This is used to show revenue growth trends by using annual figures for periods ending in each month, which eliminates the monthly fluctuations shown in Exhibit A. The percentage shown for each month reflects the annual growth that would occur if the month on month growth continued for another 11 months. This shows a negative trend in 7 of the last 12 months.

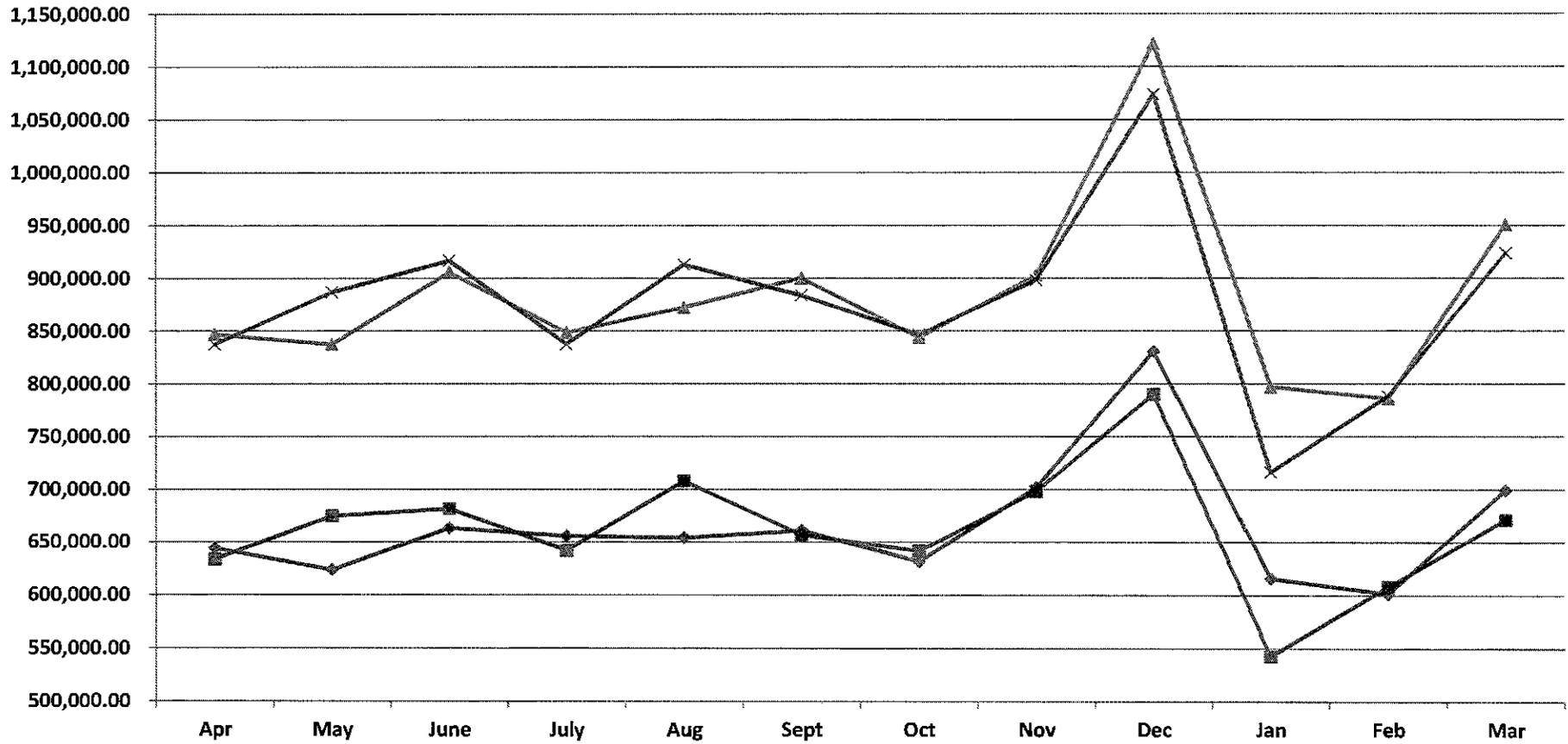
## GENERAL DIRECTION

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### **ATTACHMENTS:**

Name:	Description:
📎 <a href="#">Exhibits A B Sales Tax March 2019.pdf</a>	Exhibits A & B

## EXHIBIT A SALES TAX RECEIPTS



- ◆ April 2017 - March 2018 Top Companies Total Receipts \$7,982,795.58
- April 2018 - March 2019 Top Companies Total Receipts \$7,948,511.50
- ▲ April 2017 - March 2018 All Companies Total Receipts \$10,613,063.43
- ✕ April 2018 - March 2019 All Companies Total Receipts \$10,521,842.51

**EXHIBIT B**  
**SALES TAX RECEIPTS (MOVING AVERAGE)**

