CITY OF JACKSON

ECONOMIC DEVELOPMENT BOARD

Wednesday, July 29, 2026 at 4:00 PM

Jackson Civic Center, 381 East Deerwood Drive

AGENDA

APPROVAL OF MINUTES

1. Approval of the May 20, 2026, meeting minutes.

OLD BUSINESS

2. Update on the status of the Estate Lot (EL-1) Subdivision
3. Ability to permit building in a subdivision before infrastructure is complete

AGENDA ITEMS

4. Annexation Options
5. Discussion of incentives for TIFs and Chapter 357s
6. Potential development incentives (city-funded, electric, per lot incentives, etc.)

ADJOURNMENT

This agenda was posted at City Hall on July 27, 2026 at 12:00 PM.

Economic Development Board Meeting Summary

Date: May 20, 2026

---

1. Approval of Minutes

The meeting opened with approval of the minutes from the March 18, 2026, meeting.

---

2. Estate Lot District — Code Amendments (Sections 65 & 57)

Section 65 (Zoning): This amendment, which establishes a new "Estate Lot District" to be placed between the Agricultural and R1 zoning classifications, is complete and ready. It will be taken to the Planning & Zoning (P&Z) board in June for approval, after which it goes to the Board of Aldermen for a public hearing. The public hearing is tentatively scheduled for June 6th or, at the latest, June 20th.

Section 57 (Subdivision Regulations — Exceptions): This amendment creates exceptions to standard subdivision infrastructure requirements for estate-style, acre-and-a-half lots. Key exceptions discussed include:

- No curb and gutter on streets
- No stormwater detention basins required
- Street lighting only required at intersections
- No sidewalks required
- Sanitary sewer: This is still being finalized with the help of consultant Chris Koehler. The board discussed allowing three options: connecting to public sewer, installing a septic system (governed by DNR standards), or using a low-pressure sewer system (individual lift stations feeding into small-diameter PVC pipe, a more cost-effective alternative for developers). The original 100-foot proximity requirement for mandatory sewer connection will be removed from the estate lot section.

Action: Chris Koehler's draft standards for the low-pressure system are expected within a few weeks; the full package will be circulated to the Economic Development Board before the June P&Z meeting.

---

3. Electric Service for New Subdivisions — Development Incentives

DRAFT

The board discussed whether to provide electrical infrastructure support to developers as an incentive for new residential subdivisions, similar to what Ameren does: providing materials (conduit, transformers, wire) up to 1,000 feet for new developments.

Key discussion points:

- Jackson currently requires developers to supply and install all electrical materials; the city only energizes the system.
- Ameren, by contrast, supplies all materials, and the developer installs the conduit/pads, then Ameren pulls the wire and sets transformers.
- The board discussed whether Jackson should do something similar, providing materials while the developer installs the conduit, after which city crews would set transformers and pull wire.
- **Estimated cost:** Approximately $6,000–$8,000 per lot, with the board noting that 22-lot subdivisions have seen material costs in the $12,000–$14,000/lot range under the current system.
- **ROI discussion:** The board acknowledged that calculating return on investment goes beyond utility revenue (est. ~$13.60/month net electric margin per home) and should include broader population growth, tax revenue, and economic activity.
- **Funding mechanism:** Costs would be charged to the city's Economic Development Fund (currently a $1 million reserve) to keep it separate from electric P&L.
- **Budget:** The board discussed budgeting for approximately 50 homes per year, with a process for outside-budget approval if demand exceeds that.
- **Scope:** The incentive would apply to any residential subdivision (including duplexes/multi-family), not individual commercial services. Commercial projects will continue to be handled on a case-by-case basis.

Action: Staff will draft a formal policy proposal outlining the proposed compromise: developer installs conduit to city specifications; city sets transformers and installs wire.

---

4. Additional Development Incentives — Tax Abatements (353 / TIF)

A brief discussion was held on using Chapter 353 tax abatements (which abate real property tax improvements for up to 10 years) as an incentive for residential and mixed-use development. The board referenced a local apartment/mixed-use project currently

DRAFT

in design, with the developer working with an architect in Cape and pursuing historic tax credits.

Action: The board agreed to bring a more thorough discussion of 353s vs. TIFs to the next meeting.

---

5. Building Code Update — Future Cycles

Staff presented an overview of building code adoption among nearby cities:

- **Older cycles (2006-2015):** Dexter, Park Hills, Farmington, Scott City, Cape Girardeau, Jackson (2015)
- **Mid-range (2018):** Sikeston, Poplar Bluff, Carbondale
- **More current (2021):** Perryville, St. Genevieve, Lake St. Louis, Festus
- **Planning update:** Cape Girardeau is considering moving to 2021 or 2024.

The discussion centered on whether Jackson should update from the 2015 International Building Code and the 2015 International Residential Code. Key concerns raised:

- **Cost impact of newer codes:** Steve Stroder noted that the 2024 structural engineering requirements added approximately $2,000/house in design costs, partly driven by mandatory engineering that older codes didn't require for residential structures.
- **Energy codes:** Jackson does not currently adopt the energy code, which accounts for a large share of the cost increase in newer code cycles. This would remain excluded.
- **ISO/fire rating implications:** The city's fire ISO rating could be affected if the building code falls too far behind (typically after 2–3 code cycles behind).

Consensus reached: Stay with the current 2015 code for now, but make targeted amendments to incorporate beneficial new materials/standards (e.g., fiberglass rebar "Gator bar," updated fire-rated paint options). Continue studying the 2021 code with help from a professional consultant before deciding on a full upgrade. Mark (a local engineer) was suggested as someone to involve in the review process.

---

6. Street Infrastructure — Building Permits During Development

Staff presented the current options for subdivision development under the city code:

DRAFT

1. Complete all infrastructure, record the plat, then get permits.
2. Post a performance bond or escrow (covers full infrastructure cost), record the plat, sell lots — but no building permits until infrastructure is built.
3. Phasing — develop in phases.

The board discussed amending the code to allow building permits to be issued progressively as infrastructure is completed street by street, similar to what Cape Girardeau allows. This would let developers start recouping costs sooner, while the bond ensures that infrastructure is built.

Concerns were addressed about ensuring houses aren't built on unimproved roads — the proposed language would require that all infrastructure in a given section/phase be complete before permits are issued in that section.

Action: Staff will draft code language (possibly borrowing from Cape Girardeau's ordinance) to allow progressive permit issuance tied to the phased completion of infrastructure. This will be combined with the electrical incentive item and brought to the next P&Z meeting.

---

7. Online Development Projects Map

Staff previewed an interactive online GIS map of development projects in the city (modeled after Cape Girardeau's public-facing tool), showing subdivisions, commercial projects, stormwater improvements, and other city projects. The city's GIS contractor, Alliance, is currently finishing a cemetery project and will then begin building Jackson's version of this tool for the city website.

Next Meeting

Tentatively scheduled for July 29th. Board members were also invited to attend upcoming P&Z meetings, as several of these items will be on that agenda.

Adjournment

There being no further business, a motion was made by Mike Seabaugh and seconded by Tim Goodman to adjourn. The motion carried unanimously. The meeting adjourned at 5:20 p.m.

DRAFT

Respectfully Submitted,

Denise Craft, Building and Planning Administrative Assistant

Approved by:

_____

Mike Seabaugh, Chairperson

Economic Development Board

DRAFT

BILL NO._____ ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 57 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ESTATE LOT DISTRICT IMPROVEMENT EXCEPTIONS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 57, Article I, Section 57-10, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"**Sec. 57-10. – Minimum improvements required**.

***

(o) *Estate Lot District Exceptions*. Subdivisions located within the EL-1 Estate Lot Residential District shall comply with the following modified minimum improvement requirements. These provisions are intended to implement the low-density, rural-character objectives of the EL-1 District set forth in Chapter 65 and shall supersede any conflicting requirements elsewhere in this chapter.

(1) *Street Section*. Street sections with open ditches or swales may be utilized. Curb and gutter shall not be required.

(2) *Subdivision Drainage Plan* A subdivision-level stormwater drainage plan, accompanied by a stormwater narrative, shall be submitted demonstrating that downstream drainage facilities, natural conveyance systems, and receiving channels possess adequate capacity to accommodate any increased stormwater runoff generated by the development. The plan shall identify pre-development and post-development flow conditions, evaluate potential downstream impacts, and propose mitigation measures where necessary to prevent adverse effects on adjacent or downstream properties.

(3) *Street Lighting*. Streetlights shall be required only at public street intersections.

(4) *Sanitary Sewer*. A conventional gravity sewer system shall be installed unless an engineering report shows that the installation of the system is not feasible. Feasibility of the system shall be determined by the Missouri Department of Natural Resources ("DNR"). Upon such

determination, developer shall have either of two options for installation of a sanitary sewer system:

a. Low-Pressure Sewer System (LPSS). An LPSS shall consist of an individual grinder pump station serving each lot and a common force main that connects to the City's sanitary sewer system. All LPSS installations shall be designed, constructed, and installed in accordance with DNR design standards (10 CSR 20-8) and the City of Jackson's Low-Pressure Sewer Specifications to ensure reliable operation, odor control, compatibility with the City's collection system, and long-term maintenance. The developer shall be responsible for all costs of design, construction, easements, and any required upgrades. Ownership and maintenance of individual grinder pump units and the lateral line to the common force main shall remain with the property owner. An LPSS shall serve only single-family residential lots.

b. Individual Septic System. Use of on-site individual septic system shall require:

i. Written approval from DNR for the method of wastewater treatment in accordance with 10 CSR 20-6.030, including a geohydrological evaluation and soil morphology report where required (specifically, for any subdivision proposing seven (7) or more lots, each less than five (5) acres, using on-site systems); and

ii. Individual system design, permitting, installation, and maintenance in full compliance with the Missouri Department of Health and Senior Services, the Cape Girardeau County Health Department, and any applicable local health department regulations. DNR approval shall be obtained before City approval of the preliminary plat.

(5) *Pedestrian Connectivity*. Sidewalks shall not be required; however, essential pedestrian connectivity to existing or planned sidewalks, trails, or public facilities shall be provided where such connectivity is required by an adopted City plan..

(6) *Major Street Plan Compliance*. Ensure compliance with the City's adopted Major Street Plan."

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

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

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2026, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY:_____
Mayor

ATTEST:

_____
City Clerk

10 CSR 20-8.125 - Alternative Sewer Systems
(excerpts related to LPSS Systems)

- State Regulations – Missouri DNR

PURPOSE: This rule specifies the minimum standards for the design of alternative sewer systems that are part of wastewater collection and treatment systems. This rule is to be used with rules 10 CSR 20-8.110 through 10 CSR 20-8.210. It does not address all aspects of design, and the design engineer may refer to other appropriate reference materials so long as these minimum standards set forth in this rule are met.

(1) Applicability. Wastewater systems that utilize alternative sewer systems shall be designed based on criteria contained in this rule, published standards, applicable federal and state requirements, standard textbooks, current technical literature, and applicable safety standards. In the event of any conflict between the above criteria, the requirement in this rule shall prevail.

(A) This rule shall not apply to treatment units covered in 10 CSR 20-8.300.

(B) This rule shall not apply to treatment units covered in 10 CSR 20-8.500.

(2) Approval of Sewers. For sewer approval, follow the provisions listed in 10 CSR 20-8.120(2).

(3) Supplement to the Engineering Report. Alternative sewer systems shall not to be used in lieu of conventional gravity sewers, but may be acceptable when it can be shown in the engineering report that it is not feasible to provide conventional gravity sewers. For more information, follow the provisions in 10 CSR 20-8.110(4).

(4) General.

(A) Continuing Authority. The continuing authority must be responsible for the operation and maintenance and modernization of an alternative sewer system collection system. See 10 CSR 20-6.010(2) for acceptable continuing authorities.

(B) Flooding. For flood protection, follow the provisions in 10 CSR 20-8.140(2)(B).

(C) Accessibility. For pumping station structure and septic tank accessibility, follow the provisions listed in 10 CSR 20-8.140(2)(D).

(D) Security. For fencing criteria, follow the provisions in 10 CSR 20-8.140(8)(A).

(E) Potable Water Sources. For the minimum separation distances from potable water sources, follow the provisions in 10 CSR 20-8.130(2)(D).

(F) Protection of Water Supplies. For the separation and crossings of water supplies, follow the provisions in 10 CSR 20-8.120(5).

(5) Pressure Sewers.

(A) Sewer Design.

1. Velocity. Design shall be based on the most probable number of pumping units expected to operate simultaneously or on some other acceptable method of computing the peak pumpage rate.

A. A cleansing velocity of at least two feet per second (2 ft/s), at least once and preferably se times per day, shall be achieved.

2. Minimum size. The minimum diameter sewer main pipe shall not be less than one and a half inches (1.5").

3. Installation. For sewer installation, follow the provisions in 10 CSR 20-8.120(3).

4. Hydrostatic pressure test. The applicant must comply with the manufacturer's recommended testing procedures.

5. Locator Wire. Locator wire must be utilized when sewer lines are installed within the public right-of-way in accordance with Section 319.033, RSMo.

(B) Sewer Appurtenances. Appurtenances shall be compatible with the piping system and full bore with smooth interior surfaces to eliminate obstruction and keep friction loss to a minimum.

1. Isolation valves shall be-

A. Comprised of resilient seated gate valve or ball valve with a position indicator;

B. Constructed from corrosion resistant materials; and

C. Enclosed in a watertight and lockable valve box.

2. Isolation valves shall be installed on-

A. The upstream side of major pipe intersections;

B. Both sides of stream, bridge, and railroad crossings, and unstable soil; and

C. The terminal end of the system to facilitate future extensions

.

3. Proper support (e.g., crushed stone, concrete pads, or a well compacted trench bottom) shall be provided for valves so the weight of the valve is not carried by the pipe.

(C) Service Line Connection. The minimum diameter service line pipe shall be one and one quarter inches (1.25").

(D) Grinder Pump Stations.

1. Number of pumps.

A. Simplex grinder pump station shall-

(I) Not serve multiple equivalent dwelling units (EDU) if owned, operated, and maintained by individual homeowners; and

(II) Not serve commercial facilities.

B. Multiple unit grinder pump stations must be owned, operated, and maintained by an appro continuing authority. See subsection (4)(A) of this rule for more continuing authority information.

2. Grinder pump vaults shall be watertight.

3. Storage volume. A grinder pump vault shall have a storage volume of at least seventy (70) gallons.

4. Valves. The following valves must be provided in the grinder pump vaults:

A. A shutoff valve accessible from the ground surface;

B. A check valve to prevent backflow; and

C. An anti-siphon valve, where siphoning could occur.

5. Grinder pump construction. For design of pumps and motors, follow the provisions in 10 CSR 20-8.130(5).

6. Controls. For water level control design, follow the provisions in 10 CSR 20-8.130(3)(C).

7. Electrical equipment. For electrical equipment, follow the provisions in 10 CSR 20-8.130(3)(B) 2.

8. Emergency operations. When the continuing authority operates and maintains the grinder pump stations, provisions must be made for periods of mechanical or power failure.

Sec. 57-4. - Permits and inspection.

Additions are in RED

(b) *Building permits.* No building permit shall be issued by any governing official for the construction of any building, structure, or improvements to the land or to any lot within a subdivision which has been approved for platting or replatting until all requirements of this chapter have been fully complied with, **except as provided in subsection (4) below.**

(1) Any building or structure for which a building permit is issued shall conform to any building, electrical, plumbing, utility, or safety code now in force by ordinance or which may be enacted in the future for the health, safety, and welfare of the city.

(2) The principal structure on all lots shall be constructed with the front face of the building aligned with the front set back line. On corner lots, the building shall be constructed with the front face of the building in contact with the set back line for both streets upon which the property has frontage. In no case shall any building project into the required setbacks. In all cases, the front of the building shall face the front of the lot, except for multi-family dwellings with written approval by the director.

(3) No building permit shall be issued and no building shall be erected on any lot within the territorial jurisdiction of the city unless the street giving access to the lot upon which the building is proposed to be placed conforms to the requirements of the major street plan of the city, as provided in RSMo Ch. 89.

(4) Building permits may be issued for lots in a new subdivision **if either of the following conditions is met**:

a. All requirements of this chapter have been fully complied with, including completion and acceptance of the infrastructure, submission of the improvement guarantee, and submission of as-built plans~~, and~~; **OR**

b. ~~The final plan has been approved by the board of aldermen and the plat has been recorded in the office of the Cape Girardeau County Recorder of Deeds.~~

b. **A performance guarantee, as defined in Section 57-2 and meeting the requirements of Section 57-12, has been filed with and approved by the Board of Aldermen, and the final plat has**

been recorded in the office of the Cape Girardeau County Recorder of Deeds.

c. Building permits issued under subsection (4)(b) shall be limited to lots that are contiguous to one another and located along a single block face or street segment, in order to prevent scattered development within an unfinished subdivision.

d. No more than three (3) building permits, or twenty percent (20%) of the total lots within the subdivision, whichever is greater, may be issued prior to completion and acceptance of all required public improvements, unless otherwise approved by the Board of Aldermen.

e. No certificate of occupancy shall be issued for any structure until all required public improvements serving that lot have been completed, inspected, and accepted by the City.

Outlook

RE: [Mcma] Subdivision Development

From Liza Walker <lwalker@cityofjacksonmo.gov>
Date Tue 7/14/2026 3:25 PM
To Douglas Lee <douglas.lee@wentzvillemo.gov>
Cc Larry Miller <lmiller@cityofjacksonmo.gov>

Thanks so much for this information, Douglas!

Liza Walker

From: Douglas Lee <douglas.lee@wentzvillemo.gov>
Sent: Monday, July 13, 2026 2:08 PM
Cc: Liza Walker <lwalker@cityofjacksonmo.gov>; Larry Miller <lmiller@cityofjacksonmo.gov>
Subject: Re: [Mcma] Subdivision Development

Liza,

We are currently working with interested parties to review our in-service process. However, I have included our current Engineering Design Criteria for the process, as well as the link to section 410.140, Improvements Installed and Guaranteed. This section really mirrors RsMO 89.410 section below. We have worked on this process for several years, including the same items you mentioned about the timing of issuing building permits and what constitutes complete. I would be happy to discuss further where we are at in the process, as well as appreciate any insight that you all can provide.

4. The regulations shall provide that any escrow or bond amount held by the city, town or village to secure actual construction and installation on each component of the improvements or utilities shall be released within thirty days of completion of each category of improvement or utility work to be installed, minus a maximum retention of five percent which shall be released upon completion of all improvements and utility work. The city, town, or village shall inspect each category of improvement or utility work within twenty business days after a request for such inspection. Any such category of improvement or utility work shall be deemed to be completed upon certification by the city, town or village that the project is complete in accordance with the ordinance of the city, town or village including the filing of all documentation and certifications required by the city, town or village, in complete and acceptable form. The release shall be deemed effective when the escrow funds or bond amount are duly posted with the United States Postal Service or other agreed-upon delivery service or when the escrow funds or bond amount are hand delivered to an authorized person or place as specified by the owner or developer.

Sincerely,

Douglas Lee, MPPA
City Administrator

(636) 327-5101 Main
(636) 639-2052 Direct
douglas.lee@wentzvillemo.gov
www.wentzvillemo.gov

City of Wentzville
1001 Schroeder Creek Blvd.
Wentzville, MO 63385

On Mon, Jul 13, 2026 at 9:56 AM Liza Walker via MCMA <mcma@lists.mocitieslists.org> wrote:

> Good morning –
>
> We are reaching out to get a clearer understanding of how different cities handle subdivision development procedures, particularly regarding escrow and the timing of building permits during infrastructure construction. Our team is reviewing various municipal approaches, and we're hoping to learn how other communities structure these processes.
>
> A few points we're hoping to clarify:
>
> - Whether escrow or performance guarantee funds are released in stages as portions of required public infrastructure are completed
> - What criteria cities use to determine when a portion of escrow or security can be returned
> - Whether contractors are allowed to pull building permits before all subdivision improvements are complete, and if so, what conditions or safeguards are typically required
>
> We are currently evaluating our own procedures and would appreciate any guidance, documentation, or examples your city can share regarding how you typically manage these situations.
> We have reviewed portions of municipal codes where available but thought it would be more helpful to ask directly.
>
> I have included the City of Jackson's Building & Planning Manager, Lawrence Miller, on this email should you have any questions of him.
>
> Thank you for your time and any insight you're able to provide!

LIZA WALKER
Assistant City Administrator

City of Jackson
101 Court St
Jackson, MO 63755
573-243-3568 x2015
lwalker@cityofjacksonmo.gov
www.jacksonmo.org

MCMA mailing list
MCMA@lists.mocitieslists.org
http://lists.mocitieslists.org/listinfo.cgi/mcma-mocitieslists.org

This message and any attachments may contain confidential or privileged information and are only for the use of the intended recipient of this message. If you are not the intended recipient or feel you have received this message in error, please notify the sender by return email, and delete or destroy this and all copies of this message and all attachments. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, if you do not wish to communicate via email, please contact the sender via telephone at (636) 327-5101 or via fax at (636) 639-2017.

9 Inspection, In-service, and Dedication

9.01 General

The City of Wentzville will accept for dedication, all public sewers, pump stations, water mains, storm drainage facilities, and streets within easements and rights-of-way dedicated to the City of Wentzville that have been constructed to City of Wentzville standards and for which the requirements stated herein have been met. The requirements stated below are for informational purposes and conform to the requirements in Chapter 410, Article VI ACCEPTANCE OF IMPROVEMENTS of the City of Wentzville Municipal Code.

The maintenance of these public facilities will remain the responsibility of the project owner until such time that they have been accepted for dedication by the City.

9.02 Construction Approval

The developer shall obtain a construction permit from the City of Wentzville Engineering Division. The steps necessary to obtain a construction permit are as follows:

a. Improvement plan submittal and approval, including submittal fee.
b. Payment of requisite construction permit fee.
c. If Record Plat is recorded, establish a completion guarantee. The guarantee can be in the form of an escrow agreement, letter of credit, deposit agreement, or performance bond based on the engineer's estimated construction costs as approved by the Engineering Division for each of the following:
    1. 110% of the estimated cost for public infrastructure, not including residential stormwater quality BMPs, and
    2. 110% of the engineer's estimated construction cost for all sediment and erosion control BMPs.

After obtaining a construction permit, but before construction may begin, the developer and his/her contractor(s) shall conduct a pre-construction meeting with the City of Wentzville Engineering Division. A representative of the contractor and the developer are required to attend this meeting.

If the project is a phased project, and more than one phase are depicted on a set of improvement plans, the permitting, fees, escrow, pre-construction meeting and construction may be completed per phase.

9.03 Inspections

The developer and/or contractor(s) shall coordinate construction inspections with the Engineering Division personnel. If the contractor stops work for any period of time, the City will require 48 hours notice prior to the re-commencement of work.

All required testing for water, stormwater and sanitary sewer systems shall be coordinated by the contractor with the City of Wentzville inspector. The water and sanitary systems will not be placed into service until such time as all testing has been adequately completed for both systems, and initial construction inspection is complete and as-built drawings (see chapter 11 for as-built requirements) have been submitted to the Engineering Division.

Service connections will not be allowed until the systems have passed the in-service inspection process. Additionally, water and sanitary sewer improvements will not be placed into service except according to the phasing as depicted on the improvement plans. The City will notify the developer and contractor in writing that the systems have passed the in-service inspection process and/or satisfactory completion of stormwater BMP construction in compliance with approved plans.

9.04 Escrow Release and Dedication Procedure

1. After notification by the City that all initial construction inspection items are satisfactorily completed, the Developer may request, in writing, the release of escrowed funds not to exceed 95% of the estimated cost of improvements. Prior to any escrow release, the developer shall submit the required affidavit stating that all improvements have been completed, as well as as-built drawings. The City shall within 30 days, issue an escrow release letter to the respective holding institution, with a copy to the developer.

2. If necessary, an inspection report will be generated and sent to the Developer. The Developer will have 60 days to correct deficiencies and request a follow-up inspection. Should the Developer fail to correct all or any deficiencies, the City shall have the option to re-inspect and create a new deficiency list or to make identified corrections and have all costs reimbursed through the established escrow. The City shall perform an initial inspection and a re-inspection at no additional charge. Any subsequent inspections will require the payment of a re-inspection fee of $100.

3. The Developer shall, in writing, request a final dedication inspection. The City shall, within 30 days of notice, perform a final dedication inspection. With the receipt of all documents and inspection corrections, the City will prepare a dedication ordinance for the effected improvement. With the approval of the Board of Aldermen, an executed ordinance will be forwarded to the Developer along with the notice to release the 5% escrow to the respective holding institution.

Outlook

RE: Subdivision Development

From Shrimplin, Ryan <rshrimplin@CityofCapeGirardeau.org>
Date Fri 5/22/2026 11:43 AM
To Larry Miller <lmiller@cityofjacksonmo.gov>
Cc Matt Winters <mwinters@cityofjacksonmo.gov>

4 attachments (3 MB)

PGA - Deer Run Estates Phase 2 (Sidewalks & Streetlights) - 2026 - Fully Executed.pdf; Performance Guarantee Agreement_Hawthorne Place Subdivision (Sidewalks)_Fully Executed.pdf; PGA_Baldwin Farms Subdivision (Sidewalks & Permanent Turnaround) - 2026 (Partially Executed).pdf; Executed Partial Release of Escrow Agreement - Williamsburg Phase 3 (Sidewalks) - October 2018.pdf;

Hi Larry,

Not sure how much information you want, but here is a link to our ordinance: Sec. 25-360. - Improvements to be installed or guaranteed. The ordinance uses the term “escrow agreement” but today we call it a performance guarantee agreement. Attached are some examples.

We do partial releases, and I have included an attached example. To my knowledge, there are no specific criteria for partial releases except that we cannot release more than 95% of the amount unless all of the work is completed . Other than that, it’s at the discretion of the City Engineer. From my experience, we don’t do a release unless a significant portion of the work has been completed (say, 25% or more).

Most of our residential subdivision developers only do a performance guarantee agreement for sidewalks. Once a lot is sold and a building permit application is filed, the builder is responsible for constructing the sidewalk. This approach works well except in cases where a lot is purchased by an adjacent homeowner who did so in order to have a larger yard and not build on it. The City does not get notified when this happens.

We had a meeting with a developer several years ago because he wanted us to issue building permits in a single-family subdivision that had a performance guarantee agreement for all of the public improvements (streets, street lights, sidewalks, ADA ramps/crossings, water, sewer, etc.). I recall us acknowledging that some of these improvements are more critical than others when it comes to allowing a building permit to be issued. We must ensure that emergency services can access a structure, no matter what stage of construction. This means that there must be a drivable surface (including a turnaround) and a water connection, both meeting the needs of the Fire Department. Most of the City staff that were in that meeting have since retired or work elsewhere, so unfortunately I can’t provide any more details on what was said. The current City Engineer, Jake Garrard, just stopped by my office. I brought this issue up with him, and his position is that everything except sidewalks for buildable lots needs to be fully constructed before we issue any building permits. I think that is a wise best practice, especially when you’re dealing with developers who like to cut corners or don’t have a proven track record.

Hope this helps. Please let me know if you have other questions or need anything else.

Have a good weekend,

Ryan Shrimplin, AICP

City Planner
CITY *of* CAPE GIRARDEAU
44 North Lorimier Street
Cape Girardeau, MO 63701
(573) 339-6327 office (573) 339-6303 fax
rshrimplin@cityofcapegirardeau.org

From: Larry Miller <lmiller@cityofjacksonmo.gov>
Sent: Thursday, May 21, 2026 11:53 AM
To: Shrimplin, Ryan <rshrimplin@CityofCapeGirardeau.org>
Cc: Matt Winters <mwinters@cityofjacksonmo.gov>
Subject: Subdivision Development

⚠ EXTERNAL EMAIL Use caution with links, attachments, or requests for sensitive information.

Hi Ryan,

I'm trying to get a clearer understanding of Cape Girardeau's process and available options for developers when they begin developing a subdivision. I am interested in how your escrow process works during infrastructure construction.

A few points I need help clarifying:

- Whether escrow funds are released in stages as portions of the required infrastructure are completed
- What criteria does the City use to determine when a portion of escrow can be returned
- Whether contractors are allowed to pull building permits before all subdivision improvements are complete, and if so, what conditions must be met?

We're reviewing our own procedures and would appreciate any guidance, documentation, or examples of how Cape typically handles these situations. I tried reading into your City's code, but I thought it might be easier to ask you.

Thank you for your time,

JACKSON
MISSOURI 1814

LARRY MILLER
Building & Planning Manager

City of Jackson
101 Court Street
Jackson, MO 63755
573-243-2300 x2029
lmiller@cityofjacksonmo.gov
www.jacksonmo.org

*****NOTE NEW EMAIL ADDRESS*****

PERFORMANCE GUARANTEE AGREEMENT
HAWTHORNE PLACE SUBDIVISION
SIDEWALK IMPROVEMENTS

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this 10th day of July, 2023, by and between A.G. JONES PROPERTIES, L.L.C., a Missouri Limited Liability Company, having its principal office and place of business at 2609 Saddle Ridge Lane, Cape Girardeau, MO 63701, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer has submitted to the City improvement plans and specifications for Hawthorne Place Subdivision, a proposed subdivision located within the City of Cape Girardeau, Missouri, said plans and specifications having been approved by the City; and

WHEREAS, the Developer has also submitted a record plat for said subdivision, with request that said plat be approved by the City; and

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

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

1. The Developer has submitted to the City, and the City has approved, improvement plans and specifications for public sidewalk improvements in said Hawthorne Place Subdivision, hereinafter referred to as the "Subdivision".

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

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.

4. The City may authorize one or more partial releases of this Agreement (thus reducing the required Letter of Credit amount) as portions of the sidewalk improvements are completed. In no case shall the City release more than ninety-five percent (95%) of the original Letter of Credit amount until such time as all of the sidewalk improvements covered by the Letter of Credit, as shown in the approved improvement plans and specifications, are completed.

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 sidewalk improvements, as shown in the approved improvement plans and specifications, are not completed, then the City may request payment from the Letter of Credit as necessary in order to complete said 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 Parties have executed this Agreement as of the above date.

(Signatures on following pages)

DEVELOPER
A.G. Jones Properties, L.L.C.

Gerald W. Jones, II, Manager

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

On this 2nd day of June, 2023, before me personally appeared Gerald W. Jones, II, Manager of A.G. Jones Properties, L.L.C., 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.

Carol A. Peters
(Signature)

Carol A. Peters
(Printed Name)

My Commission Expires:

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

CITY
City of Cape Girardeau, Missouri

Dr. Kenneth Haskin, City Manager

ATTEST:

City Clerk

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

On this this 10th day of July, 2023, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, 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.

(Signature)

Amanda C. McKinney
(Printed Name)

My Commission Expires: 3/3/2026

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

EXHIBIT A
LETTER OF CREDIT
(on following pages)

0005081791%1470%01182023%030503582

IRREVOCABLE LETTER OF CREDIT

Borrower: AG JONES PROPERTIES, LLC (TIN: 03-0503582)
2609 SADDLE RIDGE LANE
CAPE GIRARDEAU, MO 63701

Lender: FIRST MIDWEST BANK OF DEXTER
CAPE GIRARDEAU FACILITY
1820 NORTH KINGSHIGHWAY
CAPE GIRARDEAU, MO 63701
(573) 335-3682

Beneficiary: CITY OF CAPE GIRARDEAU
44 NORTH LORIMIER
CAPE GIRARDEAU, MO 63701

NO.: 103

EXPIRATION DATE. This letter of credit shall expire upon the earlier of the close of business on 01-18-2025 and all drafts and accompanying statements or documents must be presented to Lender on or before that time, or the day that Lender honors a draw under which the full amount of this Letter of Credit has been drawn (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Twenty-three Thousand Five Hundred Thirty-eight & 00/100 Dollars ($23,538.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER FIRST MIDWEST BANK OF DEXTER IRREVOCABLE LETTER OF CREDIT NO. 103 DATED 01-18-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit wi duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: January 18, 2023

LENDER:

FIRST MIDWEST BANK OF DEXTER

By: _____
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LaserPro, Ver. 22.4.0.056 Copr. Finastra USA Corporation 1997, 2023. All Rights Reserved. - MO C:\HARLANDFS\CFI\LPL\C43LOC.FC TR-36010 PR-12

BILL NO. 26-15 RESOLUTION NO. 31996

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PERFORMANCE GUARANTEE AGREEMENT WITH FOREFRONT HOLDINGS, LLC, FOR IMPROVEMENTS FOR DEER RUN ESTATES PHASE 2, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Performance Guarantee Agreement with Forefront Holdings, LLC, for public sidewalk and streetlight improvements for Deer Run Estates Phase 2, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS 2nd day of March, 2026.

Stacy Kinder, Mayor

ATTEST:

Gayle L. Conrad

~~Courtney Davis, Deputy~~ City Clerk

Gayle L. Conrad

PERFORMANCE GUARANTEE AGREEMENT
DEER RUN ESTATES PHASE 2
(SIDEWALKS & STREETLIGHTS)

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this 30th day of March, 2026 by and between FOREFRONT HOLDINGS, LLC, a Missouri Limited Liability Company, having its principal office and place of business at 3082 County Road 620, Cape Girardeau, MO 63701, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer is the owner of Deer Run Estates Phase 2, a proposed subdivision located within the City of Cape Girardeau, Missouri, and has submitted to the City improvement plans and specifications for said subdivision, which have been approved by the City, and has submitted a record plat for said subdivision with request that said plat be approved by the City; and

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

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

1. The Developer has submitted to the City a record plat for Deer Run Estates Phase 2, hereinafter referred to as the "Proposed Subdivision", with request that said plat be approved by the City. The Developer has also submitted improvement plans for the Proposed Subdivision, which have been approved by the City.

2. Lexington National Insurance Company, hereinafter referred to as the "Surety", has issued a Performance Bond for the cost of the public sidewalk and streetlight improvements in the Proposed Subdivision. The Performance Bond is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Performance Bond obligates the Surety to remit payment to the City to cover the cost of completing the public sidewalk and streetlight improvements in the Proposed Subdivision should the Developer fail to complete said improvements.

3. A copy of the most recent financial statement of the Surety is made available for the purpose of guaranteeing to the City that the Surety, as the issuer of the Performance Bond to the Developer, has sufficient resources with which to uphold its guarantee.

4. Upon approval by the City through its Administrative Officer for the release of the Performance Bond, this Agreement shall be terminated and the Developer and the Surety shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.

5. If, after two (2) years from the date of this Agreement, all of the public sidewalk and streetlight improvements shown on the approved improvement plans and specifications have not been completed, then the City may file a claim with the Surety for payment to cover the cost of completing said improvements.

6. 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.

7. No part of this Agreement may be assigned by the Developer or the Surety without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

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

(Signatures on following pages)

FOREFRONT HOLDINGS, LLC

Justin Moss, Manager

Robert Moss, Manager

Regina Moss, Manager

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

ON THIS 30 day of January, 2026 before me, a Notary Public in and for said State, personally appeared Justin Moss, Robert Moss, and Regina Moss, Managers of Forefront Holdings, LLC, a Missouri Limited Liability Company, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said Limited Liability Company for the purposes therein stated.

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

CATHY MILLER
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: October 28, 2029
Commission # 25398175

(Notary Public Signature)

Cathy Miller
(Printed Name)

My Commission Expires: October 28, 2029

CITY OF CAPE GIRARDEAU, MISSOURI

Dr. Kenneth Haskin, City Manager

ATTEST:

Gayle L. Conrad
(Attestor Signature)

Gayle L. Conrad, City Clerk
(Printed Name and Title)

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

ON THIS 3rd day of March, 2026 before me, a Notary Public in and for said State, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City for the purposes therein stated.

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

(Notary Public Signature)

Amanda L. McKinney
(Printed Name)

My Commission Expires:

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

EXHIBIT A
PERFORMANCE BOND
(on following pages)

PERFORMANCE BOND

Bond No. L347985-2108

Premium: $9,771.17

KNOW ALL MEN BY THESE PRESENTS, that we, _____

Forefront Enterprises - 2607 Prairie Lane, Cape Girardeau, MO 63701

As Principal, and Lexington National Insurance Company - P.O. Box 6098, Lutherville, MD 21094

Authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto City of Cape Girardeau as obligee, in the penal sum of Three Hundred and Twenty-Five Thousand Seven Hundred and Five and 60/100 ($ 325,705.60) DOLLARS, lawful money of The United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Forefront Enterprises has agreed to construct in City of Cape Girardeau

The following improvements: Deer Run Estates Phase 2 - Street Lights & Sidewalk

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 21st day of November, 2025.

SURETY

Lexington National Insurance Company

By: _____
Christopher Kolger Attorney-In-Fact

PRINCIPAL

Forefront Enterprises

By: _____
Justin Moss - Owner
Robert Moss - Owner
Regina Moss - Owner

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Christopher Kolger and Aaron Steffey

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $1,500,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

Ronald A. Frank, President

LEXINGTON NATIONAL INSURANCE CORP. • STATE OF FLORIDA • 1989

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY, MD

Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this **21st** day of **November, 2025**

Corporate Seal:

Lisa R. Slater, Secretary

F:\lnlc\Power of Attorney form CS 2021.poa

PERFORMANCE GUARANTEE AGREEMENT
BALDWIN FARMS SUBDIVISION
SIDEWALKS & PERMANENT TURNAROUND

This Performance Guarantee Agreement, hereinafter referred to as this "Agreement", is made and entered into this _____ day of _____, 2026, by and between THE AMENDMENT AND RESTATEMENT OF THE RYLAND R. MEYR VOLUNTARY TRUST AGREEMENT OF DECEMBER 29, 2006, having its principal office and place of business at 966 County Road 616, Jackson, Missouri, 63755, hereinafter referred to as the "Developer", and the CITY OF CAPE GIRARDEAU, MISSOURI, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Developer and the City collectively are hereinafter referred to as the "Parties".

WITNESSETH:

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

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

WHEREAS, said agreement has expired; and

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

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

1. The Developer has submitted to the City, and the City has approved, improvement plans for the public sidewalks and permanent turnaround for said Baldwin Farms Subdivision, hereinafter referred to as the "Subdivision".

2. Montgomery Bank, hereinafter referred to as the "Financial Institution", has issued an Irrevocable Letter of Credit, hereinafter referred to as the "Letter of Credit", for the cost of the public sidewalks and permanent turnaround for the Subdivision. The Letter of Credit is attached to this Agreement as "Exhibit A" and made a part hereof as though fully set out herein. The Letter of Credit is a commitment to the Developer from the Financial Institution that it will serve as the primary lender for the construction of the public sidewalks and permanent turnaround for the Subdivision and commits itself for enough funds to complete said sidewalks and turnaround. Further, the Letter of Credit lists the

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

3. A copy of the most recent financial statement of the Financial Institution is made available for the purpose of guaranteeing to the City that the Financial Institution, as the issuer of the Letter of Credit to the Developer, has sufficient resources with which to uphold its guarantee.

4. The City may, from time to time, authorize a reduction in the balance of the Letter of Credit and shall do so by written notification from the City's Administrative Officer.

5. Upon approval by the City through its Administrative Officer for the release of the remaining balance of the Letter of Credit, this Agreement shall be terminated and the Developer and the Financial Institution shall be released from any further obligation to the City insofar as the provisions of this Agreement are concerned.

6. If, after two (2) years from the date of this Agreement, all of the public sidewalks and/or the permanent turnaround shown on the approved improvement plans have not been constructed, then the City may request payment from the balance of the Letter of Credit as necessary in order to construct the missing sidewalks and/or turnaround. Said request for payment shall be per the terms of the Letter of Credit.

7. This Agreement shall not in any fashion be construed to limit the powers, rights, or duties of the City, but shall be construed in the light of the applicable City ordinances.

8. No part of this Agreement may be assigned by the Developer or the Financial Institution without first obtaining the express written consent of such assignment by the City, but the City agrees not to unreasonably withhold such consent.

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

(Continued on the next page)

DEVELOPER

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

Ryland R. Meyr, Trustee

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

On this 8th day of May, 2026, before me, a Notary Public in and for said State, personally appeared Ryland R. Meyr, Trustee of The Amendment and Restatement of the Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Trust for the purposes therein stated.

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

(Signature)

Angela Heuring
(Printed Name)

My Commission Expires:

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

CITY

City of Cape Girardeau, Missouri

_____

Dr. Kenneth Haskin, City Manager

ATTEST:

_____

(Signature)

_____

(Printed Name and Title)

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

On this _____ day of _____, 2026, before me, a Notary Public in and for said state, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City for the purposes therein stated.

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

_____

(Signature)

_____

(Printed Name)

My Commission Expires:

EXHIBIT A
LETTER OF CREDIT
on following page(s)

Montgomery BANK

DATE: May 4, 2026

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

TO: Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006
966 County Road 616
Jackson, MO 63755

AND

City of Cape Girardeau, Missouri – Beneficiary
City Hall, 44 North Lorimier Street
Cape Girardeau, Missouri, 63701

IRREVOCABLE LETTER OF CREDIT #676

We hereby issue this Irrevocable Letter of Credit in your favor up to the aggregate amount of THREE HUNDRED THIRTY-TWO THOUSAND, TWO HUNDRED THIRTY-SEVEN AND 40/100 dollars ($332,237.40) available upon your demand and upon the approval of Beneficiary – City of Cape Girardeau for the cost of constructing the public sidewalks & street improvements in the Baldwin Farms subdivision, according to the record plat and improvement plans and specifications on file at the City of Cape Girardeau. If you do not complete the improvements as specified within two (2) years, Beneficiary – City of Cape Girardeau may, pursuant to the procedures in the City ordinances, draw the balance of your account required to complete said improvements.

FINANCIAL INSTITUTION

Montgomery Bank, a Missouri
Non-Fiduciary Trust Company

(Seal)

James P. Limbaugh
Executive Vice President
Cape Girardeau Regional President

Accepted this 8th day of May, 2026

CUSTOMER-DEVELOPER

Ryland R. Meyr Voluntary Trust Agreement
of December 29, 2006

By: _____
Ryland R. Meyr, Trustee of Ryland R. Meyr
Voluntary Trust Agreement of December
29, 2006

Approved pursuant to Council action this _____ day of _____, 2026

CITY
City of Cape Girardeau, Missouri

(Seal)

_____
Dr. Kenneth Haskin, City Manager

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

On this 8th day of May, 2026, before me personally appeared James P. Limbaugh, Regional President of Montgomery Bank, a Missouri Non-Fiduciary Trust Company to me known to be the person described in and who executed the foregoing instrument, who acknowledged that he executed the same as his free act and deed of said Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal at my office in said County and State the day and year first above written.

Notary Public

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

Name/My Commission Expires:

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

On this 8th day of May, 2026, before me personally appeared Ryland R. Meyr, Trustee of Ryland R. Meyr Voluntary Trust Agreement of December 29, 2006, a trust to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed

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

Notary Public

Name/My Commission Expires:

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

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

On this _____ day of _____, 2026, before me personally appeared Dr. Kenneth Haskin, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporate, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed band sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

Name/My Commission Expires:

PARTIAL RELEASE OF ESCROW AGREEMENT
WILLIAMSBURG PHASE 3
(SIDEWALKS)

This Partial Release is made this 3rd day of October, 2018, by the CITY OF CAPE GIRARDEAU, MISSOURI, 401 Independence Street, Cape Girardeau, MO 63703, hereinafter referred to as "City", to BRANDON O. WILLIAMS DEVELOPMENT, LLC, hereinafter referred to as "Developer", and to FIRST MISSOURI STATE BANK OF CAPE COUNTY, hereinafter referred to as "Escrow Agent".

WITNESSETH:

On November 2, 2016, the City, the Developer, and the Escrow Agent entered into an Escrow Agreement for sidewalk improvements in the Williamsburg Phase 3 subdivision, in the City of Cape Girardeau, Missouri.

The City Council of the City of Cape Girardeau, Missouri, has determined that a portion of the work covered by the Escrow Agreement for sidewalks 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 a portion of the improvements set forth in the plans and specifications for said subdivision, the City hereby authorizes and directs the Escrow Agent to release to the Developer **$14,312.70** of the $26,157.65 held by the Escrow Agent pursuant to the Escrow Agreement. The Developer and the Escrow Agent are hereby discharged from said portion of their obligations to the City under the Escrow Agreement but are specifically not released and not discharged from the remainder of their obligations with respect to the Escrow Agreement, which will remain in effect until the balance of the improvements have been completed satisfactorily.

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

CITY OF CAPE GIRARDEAU, MISSOURI

Molly Mehner

Molly Mehner, Deputy City Manager

ATTEST:

Gayle L Conrad

City Clerk

{NOTARY ON FOLLOWING PAGE}

CITY OF CAPE GIRARDEAU MISSOURI
THE UNION FOREVER
SEAL

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

BE IT REMEMBERED, that on this 30 day of October, 2018, before me, the undersigned notary public, personally appeared Molly Mehner, who, being by me duly sworn, did state that she is the Deputy City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

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

Amanda L. McKinney
Notary Public

AMANDA L. MCKINNEY
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires March 3, 2022
Commission #14588193

My Commission Expires: 3/3/2022

THE LIMBAUGH FIRM
ATTORNEYS AT LAW
EST. 1916

Memo

To: **Matt Winters, City Administrator and Dwain Hahs, Mayor**

From: **Curt Poore**

Date: **April 27, 2026**

Re: **Involuntary Annexation Authority and Procedure under RSMo. § 71.015**

This memorandum provides an overview of the City of Jackson's authority to pursue involuntary annexation of unincorporated territory under Missouri Revised Statutes § 71.015, and addresses key procedural steps, judicial standards, and practical considerations. It concludes with a comparison of the advantages and disadvantages of involuntary versus voluntary annexation.

No Need to Amend City Ordinances

Although the City Code does not address involuntary annexation, the City is not required to pass a separate ordinance specifically authorizing involuntary annexation. Section 58-3 of the City Code states that "all annexation of land or territory into the City of Jackson shall be done in accordance with the laws of the State of Missouri." This broad incorporation of state law, combined with the direct grant of authority in § 71.015, provides sufficient legal basis for the Board of Aldermen to initiate the process. The detailed procedural requirements of § 71.015 control, and the City's existing voluntary annexation provisions in Chapter 58 do not limit or prohibit use of the involuntary process.

Overview of the § 71.015 Procedure

When the City seeks to annex unincorporated area to which objection is made (i.e. involuntary annexation), the following steps must be satisfied:

1. **Contiguity and Compactness Determination** (as a condition precedent before any resolution or ordinance): The Board must first determine that the land is contiguous to existing city limits and that the length of the common boundary is at least 15% of the perimeter of the area proposed for annexation (or meets the alternative standard allowing for an intervening highway or railroad right-of-way while still satisfying the 15% shared-border test).

2. **Proposed Ordinance**: The Board proposes an ordinance that affirmatively states: (a) the area and that its boundaries comply with the contiguity/compactness requirement; (b) that

the annexation is reasonable and necessary to the proper development of the City; (c) that the City has developed a plan of intent to provide services; (d) that a public hearing will be held; and (e) the proposed effective date (up to 36 months from any election).

3. **Public Hearing and Notice**: The City sets a hearing date and provides notice by certified mail to all fee owners of record (30–60 days in advance) and by newspaper publication (three consecutive weeks, with the last notice 10–20 days before the hearing).

4. **Presentation of Plan of Intent**: At the hearing, the City presents its plan of intent and supporting evidence, including: a list of major services currently provided; a proposed schedule for extending those services (within three years of the effective date); property assessment and tax rates; proposed zoning; and the effective date.

5. **Board Action and Declaratory Judgment**: If the Board votes favorably by ordinance, the City files a declaratory judgment action in Cape Girardeau County Circuit Court as a class action. The petition must demonstrate contiguity/compactness, reasonableness and necessity, and the City's ability to furnish normal municipal services within a reasonable time (not to exceed three years).

6. **Election (if Court Authorizes)**: A separate majority vote is required in both the City and the area to be annexed. If the area vote fails but the City vote passes, a second election may be held within 120 days requiring a two-thirds majority in the area. Failure at election generally bars re-proposal for two years (subject to limited owner-petition exceptions).

7. **Post-Annexation Obligations and Deannexation Risk**: The City must provide services and zone in compliance with the plan of intent within three years (absent an act of God). Failure creates a cause of action for deannexation by affected residents or owners.

Judicial Review of Reasonableness

The circuit court does not second-guess the wisdom or advisability of annexation. It asks only whether the annexation is reasonable (i.e., whether the question is fairly debatable based on the evidence). Courts consider factors such as the City's reasonably foreseeable future needs (not visionary or speculative); the extent of spillover growth from the City into the area; the benefits of uniform enforcement of ordinances, building codes, health regulations, and police protection; the City's ability to extend essential services; and the regularity of resulting boundaries. Annexation solely to increase tax revenue is not permitted, but modern economic and social trends may be considered. The existence of voluntary annexation petitions from abutting property does not preclude involuntary annexation of other nearby land.

Contiguous and Compact Requirement

The terms "contiguous" and "compact" require more than mere touching at a point or along a narrow strip. The annexation must result in boundaries that are more regular and produce one closely grouped tract of land with a reasonable border-to-area ratio. A "flagpole" or strip

annexation that creates irregular boundaries or leaves unincorporated pockets is generally not compact.

Common Reasons Annexations Fail

Annexations have been found unreasonable where projected growth was speculative, the City had ample undeveloped land inside its limits, population was declining rather than spilling over, large portions of the proposed area were agricultural or otherwise unsuitable for urban development, or the City could not demonstrate timely ability to provide services.

Positives and Negatives: Involuntary vs. Voluntary Annexation

Voluntary annexation (governed by §§ 71.012/71.014 and Chapter 58) is the City's current, preferred approach for existing platted developments and other owner-initiated requests.

Advantages: It is simpler and faster, often requiring only a petition signed by all owners, a public hearing, and a single ordinance with no court action or election if no objections are filed. It allows negotiation of specific terms (infrastructure upgrades, timing, zoning, etc.) and is far less adversarial, preserving goodwill with property owners. The City's detailed Chapter 58 requirements (plans for streets, water, sewer, electric, stormwater, etc.) ensure orderly integration.

Disadvantages: It depends entirely on owner consent. The City cannot reach unwilling owners or strategically important parcels that owners decline to petition for, potentially leaving gaps in growth corridors or service areas.

Involuntary annexation under § 71.015 allows the City to move forward despite objections.

Advantages: It provides a tool for comprehensive, orderly planning when voluntary efforts fall short—particularly where contiguous land is needed for future growth, spillover development exists, or uniform municipal services and regulations would benefit the area and the City. It enables the City to address broader public-interest goals such as efficient extension of utilities, police/fire protection, and code enforcement across a larger, more regular boundary.

Disadvantages: The process is significantly longer, more expensive, and procedurally complex (certified mail notice, multiple publications, court filing, potential elections). There is litigation risk at the declaratory judgment stage and political risk at the ballot box. Even after success, the City faces ongoing obligations and potential deannexation suits if services are not delivered on schedule. It can create adversarial relationships with affected residents and may generate community opposition.

In summary, voluntary annexation remains the most efficient and cooperative path when owner support is available. Involuntary annexation under § 71.015 is a statutorily authorized option when broader planning needs justify proceeding over objections, but it should be approached deliberately given the heightened procedural and litigation demands.