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

CITY OF CAPE GIRARDEAU MISSOURI
THE UNION FOREVER
SEAL

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 30 day of March, 2020 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

Cathy Miller
(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, 2020 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. 1989 STATE OF FLORIDA

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

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