

BILL NO. 10-2024

ORDINANCE 10-2024

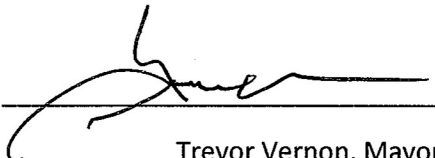
AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT BETWEEN THE CITY OF ELDON, MISSOURI, AND SILAS OLSEN FOR THE SURPLUS REAL ESTATE AT WEST 11TH STREET NEAR 608 WEST 11TH STREET BID 2023-07.

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

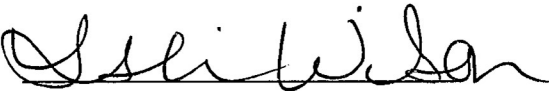
Section 1. The agreement shall be substantially the same in form and content as agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED by the Board of Aldermen and **APPROVED** by the Mayor this 23rd day of January 2024.


Trevor Vernon, Mayor

ATTEST:



Leslie Wilson, City Clerk

SURPLUS REAL ESTATE PROPERTY AT
WEST 8TH STREET AND SOUT
CHESTNUT 2023-07

May 4, 2023

SILAS OLSEN
573-539-8528
No address provided

\$ 1,000.00

BILL NO. 34-2023

ORDINANCE 34-2023

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENT BETWEEN THE CITY OF ELDON, MISSOURI, AND SILAS OLSEN FOR THE SURPLUS REAL ESTATE AT WEST 11TH STREET NEAR 608 WEST 11TH STREET BID 2023-07.

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

Section 1. The agreement shall be substantially the same in form and content as agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED by the Board of Aldermen and **APPROVED** by the Mayor this _____ day of _____ 2023.

Trevor Vernon, Mayor

ATTEST:

Leslie Wilson, City Clerk

SURPLUS REAL ESTATE PROPERTY AT
WEST 8TH STREET AND SOUT
CHESTNUT 2023-07

May 4, 2023

SILAS OLSEN
573-539-8528
No address provided

\$ 1,000.00

City of Eldon

101 South Oak | P.O. Box 355 | Eldon, MO 65026
Phone: 573-392-2291 | Fax 573-392-2341



Bid Notice
Project: Suplus Property West 11th Street
Published: 04/20/2023-04/27/2023
Deadline: 05/04/2023 09:00 A.M.
Opening Date Time: 05/04/2023 10:30 A.M.

445

City Representatives

Name	Title
Brian Kidwell	Chief of Police
Don Smith	City Administrator
Leslie Wilson	City Clerk
Randy Vernon	Chief of Fire Department

BID amounts

\$1000.00

Bidder

Silas Olson

Bid Notice 2023-07
Surplus Real Estate Property

The City of Eldon Board of Aldermen has declared certain personal property to be surplus and is soliciting sealed bids for the property listed below.

A section of land at West 11th Street located near 608 West 11th Street. This piece of land is approximately 0.11 Acer. It is approximately 42.53 feet wide by 103 feet deep.

Subject to all easements and restrictions of record.

For additional information call City Hall at 573-392-2291 ext 229

All sealed bids should be mailed to the attention of the City Clerk at P.O. Box 355, Eldon, MO 65026 or may be delivered in person to the City Clerk in Eldon City Hall, 101 S. Oak, Eldon, Missouri between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday. All sealed bids must have the "**Surplus Real Estate Property 2023-07**" prominently printed on the packet and received in the office of the City Clerk no later than 9:00 a.m. on Thursday, May 4th, 2023. Any bids received after this date will not be accepted and will be returned to the vendor. Bid opening will be at 10:30 a.m. on Thursday, May 4th, 2023.

The City of Eldon reserves the right to accept or reject any or all bids and waive formalities. The City of Eldon is an Equal Opportunity Affirmative Action Municipal Corporation.

Silas Olsen
Apperson Park - land
connecting that is owned
by the City.

Wanted to discuss
purchasing land.

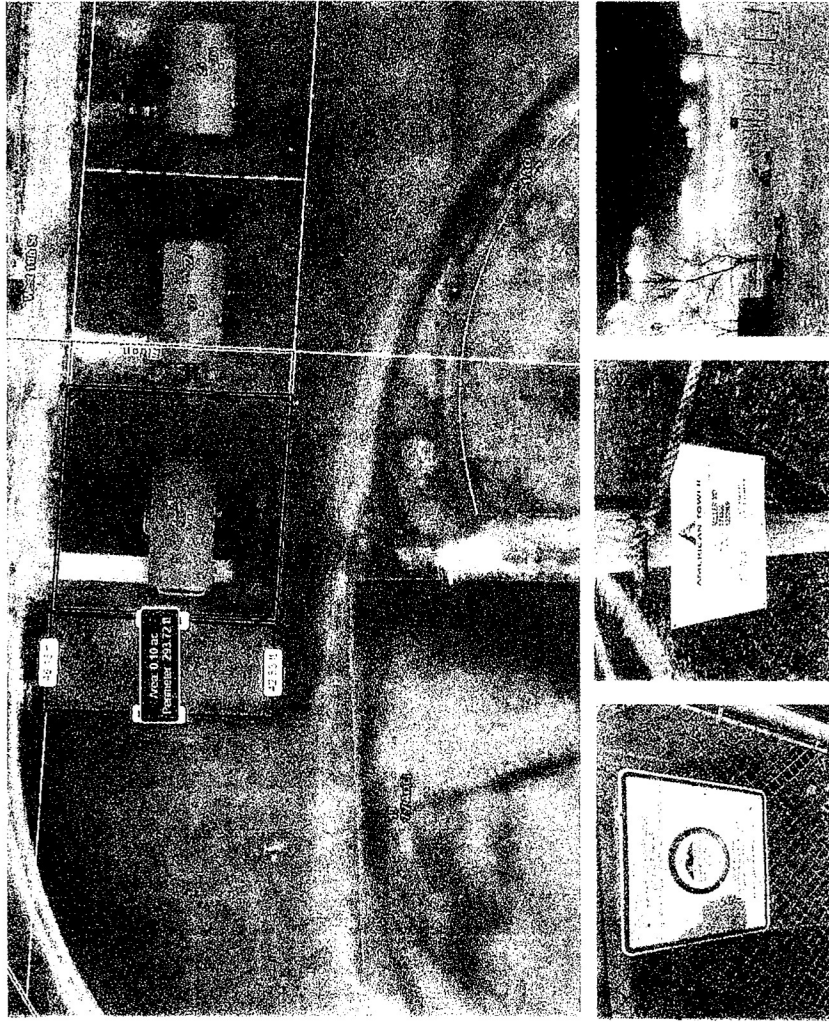
573.539.8528

NORTH SIDE OF

Citizen Request - Land Purchase

• Silas Olsen
608 W 11th Street
Eldon, MO 65026
573.539.8528

- Request - Resident wants to purchase 0.1 acres (100' x 40') of property from City of Eldon on West 11th Street adjacent to his own property.
- Part of Apperson Park baseball fields
- Estimated Value = \$3,000



City of Eldon

101 South Oak | P.O. Box 355 | Eldon, MO 65026
Phone: 573-392-2291 | Fax 573-392-2341

- UTILITY EASEMENTS
- DNR GRANT DESCRIPTIONS
- ZONING AS VS RESIDENTIAL

Miller County, MO

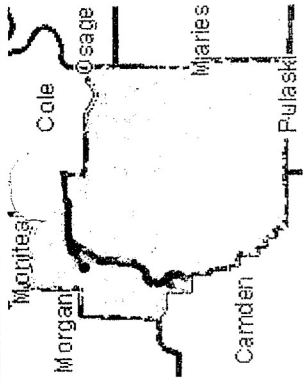


1 in. = 82ft.

163.3 81.64 0 163.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Road
- US Hwy
- State Hwy
- All Other
- Corporate Limit
- Subdivision
- Address Point
- Parcel
- Parcel Number/Acres
- Misc Text
- Original Lot
- County Boundary

Notes

Miller County, MO



1 in. = 82ft.

163.3 Feet

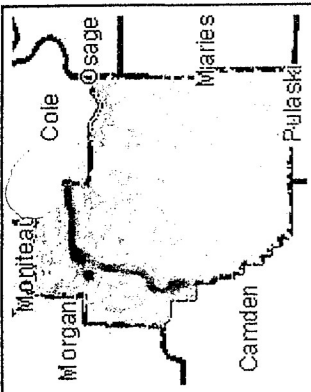
81.64

0

163.3

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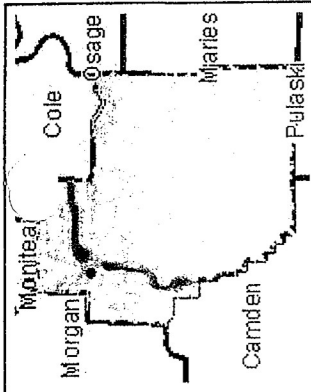


Legend

- Road
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Notes

Miller County, MO



- Legend**
- Road
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Notes

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05-20-04-002-009-020-000
 608 W 11TH ST,
 Mail To: 608 W 11TH ST
 ELDON, MO 65026-0000

Deed: OLSON SILAS & CLINE ALEXIS
 Contract:
 CID#: 4441.00000
 DBA:
 MLS:

Map Area: Twp 5 Res Incorp
 Route: 000-000-000
 Tax Dist: R1-MRD-MFD-MLB
 Plat Page:
 Subdiv: [NONE]

Tue, 2/17/2023, 4:44 PM
 Checks/Tags:
 Lister/Date:
 Review/Date: APL, 12/14/2022
 Entry Status: Photos checked

Rural / Residential
 Legal: PCL NW4

Land Basis	Land			R. Lot	SF	Acres	Depth/Unit	EFFType	Qual./Land
	Front	Rear	Side 2						
FF Main	100.00	100.00	100.00	0.00	10,000.00	0.230	1.00	100.00	R-75
Sub Total					10,000.00	0.230			
Grand Total					10,000.00	0.230			

Date	\$ Amount	NUJTC	Recording	Date	Number	Tag	\$ Amount	Reason	Appr	Values		
										Agriculture	Residential	Comm/Other
05/10/2016	\$0	D001		4/12/2016	2016/1550	N	\$0	Book/Page	Land		\$7,500	\$0
12/04/2015	\$38,000	D000		12/4/2015	2015/5376	N	\$0	Book/Page	Dwlg		\$55,650	\$0
01/15/2014	\$0	D002		1/15/2014	2015/330	N	\$0	Book/Page	Total		\$63,150	\$0
				11/14/1978	161/571	Y	\$0	Book/Page	Tax Val		\$63,150	\$0

Occ. Code	Occ. Descr.	Year Built	EFA / EFR	Arch. Dsgn	Style	AreaSF/TLA	GLA 1st/2nd	Condition	Res. Structure	Sales	Building Permits		Plumbing	Finish	Appliances	Garage	
											\$ Amount	Reason					Full Bath
	Single-Family / Owner Occupied	1972		Ranch	1 Story Frame	1,008 /	1,008 /	A NML	101	\$0	4/12/2016	2016/1550	Full Bath	5 Bedrooms Above # 0 Bedrooms Below #	Built-In Vacuums Intercom System Bl Stereo(SprksOnly)	1 of 1 Att Fr. 0' X 0'	
		1972									12/4/2015	2015/5376	Shower Stall/Tub	Conc Wd Lap Asph / Gable Plas / Panel Carp / Vinyl	Whirlpool Bathroom Whirlpool Tub No Hot Water Tank No Plumbing Sewer & Water Only Water Only w/Sink Hot Tub Bidet Fbgls Service Sink Urinal Sauna W/Pool Bath w/Shower	WXL Area (SF) Year Built EFA EFF Year Condition Bsmt (SF) Ctrs Over Ctrs Over (SF) Ctrs AC (SF)	
											1/15/2014	2015/330	Toilet Room				
											11/14/1978	161/571	Lavatory				
													Water Closet				
													Sink				
													Shower Stall/Tub				
													Mtl St Sh Bath				
													Mtl Stall Shower				
													No Bathroom				
													Wet Bar				
													Whirlpool Bathroom				
													Whirlpool Tub				
													No Hot Water Tank				
													No Plumbing				
													Sewer & Water Only				
													Water Only w/Sink				
													Hot Tub				
													Bidet				
													Fbgls Service Sink				
													Urinal				
													Sauna				
													W/Pool Bath w/Shower				

7500
 23 ACRES
 32,608 / ACRES
 2, 1
 3, 2-60

616 W 11TH ST,
 ELDON, MO 65026-0000

Deed: CITY OF ELDON

Miller Co Assessor

Tue, 2/7/2023, 4:44 PM

1

Mail To: 201 E 1ST ST
 ELDON, MO 65026-0000

Contract: 4440.00000
 CID#: 4440.00000

Map Area: Twp 5 Com Incorp
 Route: 000-000-000
 Tax Dist: R1-MRD-MFD-MLB

Checks/Tags:
 Lister/Date:
 Review/Date: SOB, 07/26/2012

DBA:
 MLS:

Plat Page:
 Subdiv: [NONE]

Entry Status:

Rural / Exempt
 Legal: PRC NW4

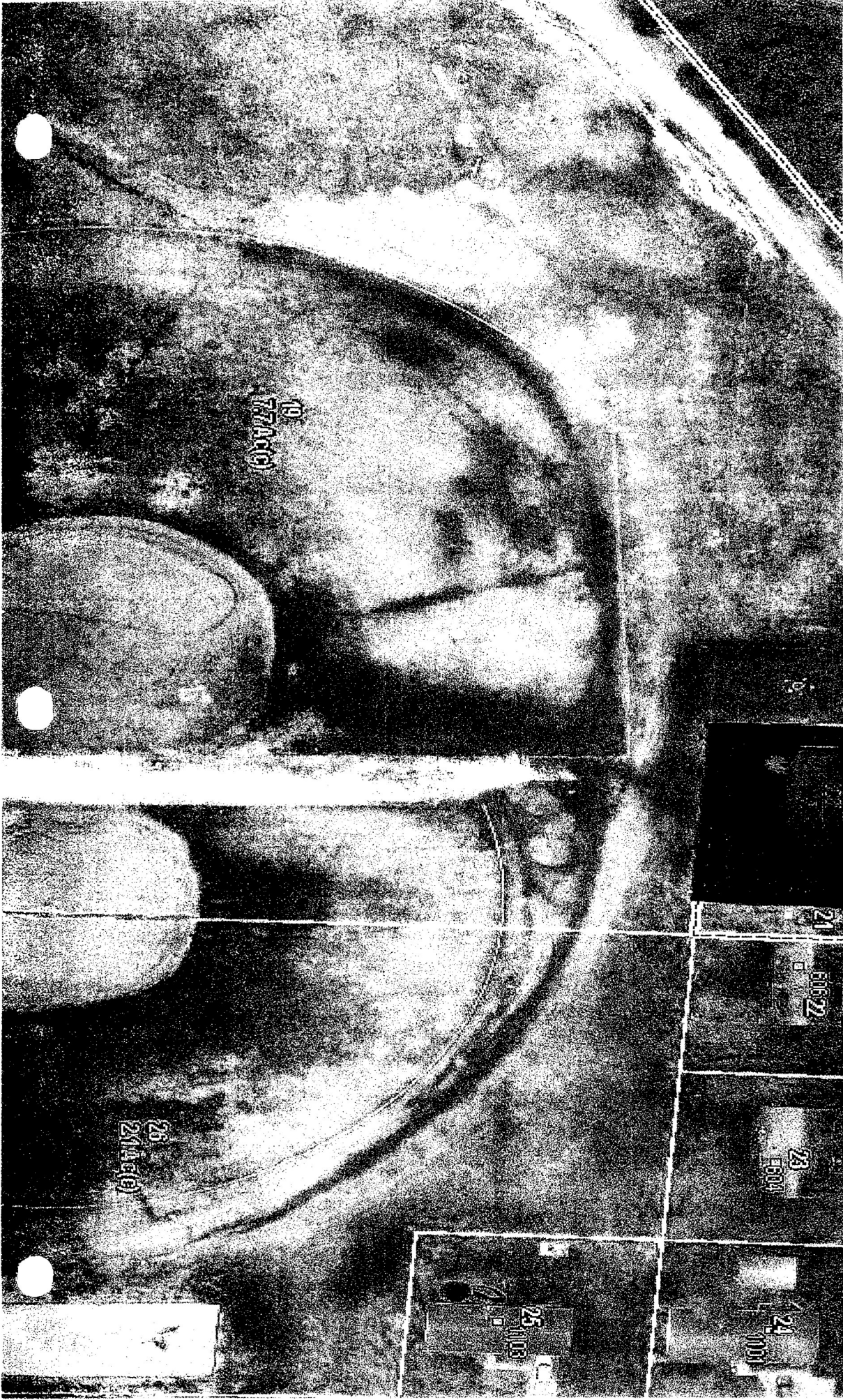
Land Basis	Land				Acres	Depth/Unit	EFF/Type	Qual./Land	Land Use	Zoning	Utilities	Building Permits			Reason	Appr	Values		
	Front	Rear	Side 1	Side 2								R. Lot	SF	Tag			Number	Date	Amount
Lump Sum					7.700						None				Land	\$0	\$0	\$9,550	
Grand Total					7.700						None				Dwlg	\$0	\$0	\$37,330	
Lump Sum															Total	\$0	\$0	\$46,880	
															Tax Val	\$46,880			

$$\frac{9550}{7.7} = 1240 \text{ / ACRE}$$

$$1240 \times 0.1 = 124$$

Parcel 10000000000000000000

[View Additional Details](#) [Add to Results](#)



19
77A(9)

26
21A(9)

25
1000

24
1000

23
1804

21
1062

West 10th St

(B)
018/019

0000

0000

21

West



BILL NO 56-2022

ORDINANCE NO. 56-2022

AN ORDINANCE AMENDING SECTION 400.230: DEFINITIONS OF CHAPTER 400: ZONING REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF ELDON.

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

Section 1. New Section 400.230 is hereby added to the Municipal Code of the City of Eldon, Missouri to read as follows:

Section 400.230 Non-Conforming Uses, Lands and Structures.

[CC 1988 §22.170; Ord. No. 2014 §1, 1-10-2006; Ord. No. 2039 §§1 — 2, 6-13-2006]

A. *Scope Of Provisions.* The provisions of this Section shall apply to all non-conforming uses, lands and structures. A non-conforming land use or structure is one which existed lawfully, whether by variance or otherwise, on the date this zoning ordinance or any amendment thereto became effective, and which fails to conform to one (1) or more of the applicable regulations of the zoning ordinance or such amendment thereto. Such non-conformities may be incompatible with and detrimental to permitted land uses and structures in the zoning districts in which they are situated; they inhibit present and future development of nearby properties; and they confer upon their owners and users a position of unfair advantage.

B. *Statement Of Intent.* It is the intent of this Section to permit non-conformities to continue until they are removed (except as otherwise here provided) but not to encourage their survival. Such non-conformities are declared by this Chapter to be incompatible with the permitted structures and uses of land and structures in the districts involved. It is further the intent of this Section that such non-conformities shall not be enlarged upon, expanded or extended, except as provided for herein, nor to be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

C. *General Provisions.*

1. An existing non-conforming land use or structure shall not cause further departures from the zoning ordinance. An existing non-conformity may be

continued although such use does not conform to the provisions hereof. If no structural alterations are made, a non-conforming use of a building may be changed to another non-conforming use of the same or of a more restricted classification. Whenever a non-conforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use.

2. The existence of any present non-conformity anywhere in the City shall not itself be considered grounds for the issuance of a variance for other property.

3. A non-conformity shall not be deemed to have existed on the date this zoning ordinance or any amendment thereto became effective, unless:

a. It was in being on a continuous basis and to its fullest extent on such date.

b. If such non-conformity is a use, such use had not been abandoned as hereinafter defined.

Provided however, that nothing in this Chapter shall be deemed to require a change in the plans, construction or designated use of any structure on which actual construction was lawfully begun in good faith prior to such date, if such construction was lawfully prosecuted to completion within two (2) years following such date. "Actual construction" is hereby defined to mean the placing of construction materials so that they are in a permanent position and fastened to the earth in a permanent manner.

4. A non-conforming use of land shall not be enlarged, extended or altered and a structure or part thereof devoted to a non-conforming use shall not be enlarged, extended, constructed, reconstructed or structurally altered, except:

a. As may be required by law.

b. In changing the use to one which is permitted in the district in which such use is situated.

c. To the extent hereinafter permitted.

d. To provide off-street parking or loading space.

5. A non-conforming use of land shall not be moved to another part of a lot or outside the lot, and a non-conforming use of a structure shall not be moved to any part of the structure not manifestly arranged and designed for such use at the time the use became non-conforming, but no such use shall be extended to occupy land outside of such building or structure.

6. Should any such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations and standards for the district in which it is located after it is moved.

7. Where any change is proposed to be made to a use that is permitted in the district only by a conditional use permit, such change may be made only through a conditional use permit granted pursuant to the procedure delineated by Section 400.250 of this Chapter.

8. The number of dwelling units in a non-conforming residential structure shall not be increased over the number of dwelling units in the structure at the time of the structure becoming a non-conforming structure.

9. Nothing in this Chapter shall be deemed to prohibit the restoration of any structure and its use where such structure has been destroyed or damaged by any means out of the control of the owner, further such restoration shall be allowed provided the restoration of such structure and its use in no way increases any former non-conformity or exceeds lot setbacks and, provided further, that restoration of such structure is begun within six (6) months of such destruction or damage and diligently prosecuted to completion within two (2) years following such destruction or damage. When a structure is determined to be substandard by the proper administrative official of the City of Eldon under any applicable ordinance of the City, such non-conforming structure shall not be restored for the purpose of continuing a non-conforming use.

D. *Abandonment Of Non-Conforming Uses.*

1. Any non-conforming use which has been abandoned shall not thereafter be re-established. Any structure or land, or structure and land in combination, which was formerly devoted to a non-conforming use which has been abandoned, shall not again be devoted to any use other than those uses which are permitted in the district in which the structure or land, or structure and land in combination, is situated.

2. The term "*abandonment*", as used herein, shall mean the voluntary discontinuance of a use when accompanied by an intent not to re-establish such use. Any one (1) of the following shall constitute prima facie evidence of intent to abandon:

a. Any positive act indicating such intent; or

b. Any conscious failure to take all necessary steps to resume the non-conforming use with reasonable dispatch in the circumstances, including advertising of the property for sale or for lease; or

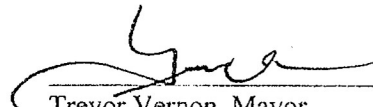
c. In the case of a structure or of a structure and land in combination, discontinuance of the non-conforming use for six (6) consecutive months; or

d. In the case of land only, discontinuance of the non-conforming use for ninety (90) consecutive days or for a total of six (6) months during any one (1) year period.

e. Any non-conforming use will terminate at the time a lot, parcel, structure or structures or lot or parcel containing a structure or structures is sold, deeded or otherwise transferred, and the lot, parcel, structure or structures or lot or parcel containing a structure or structures will revert to the conforming use of the zoning area in which it is located.

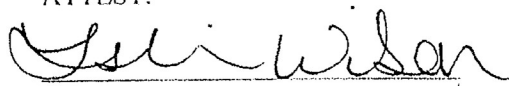
Section 2. This Ordinance shall be in full force and effect from and after the date of its passage.

READ TWO TIMES, PASSED by the Board of Aldermen and **APPROVED** by the Mayor this 27th day of September 2022.




Trevor Vernon, Mayor

ATTEST:



Leslie Wilson, City Clerk

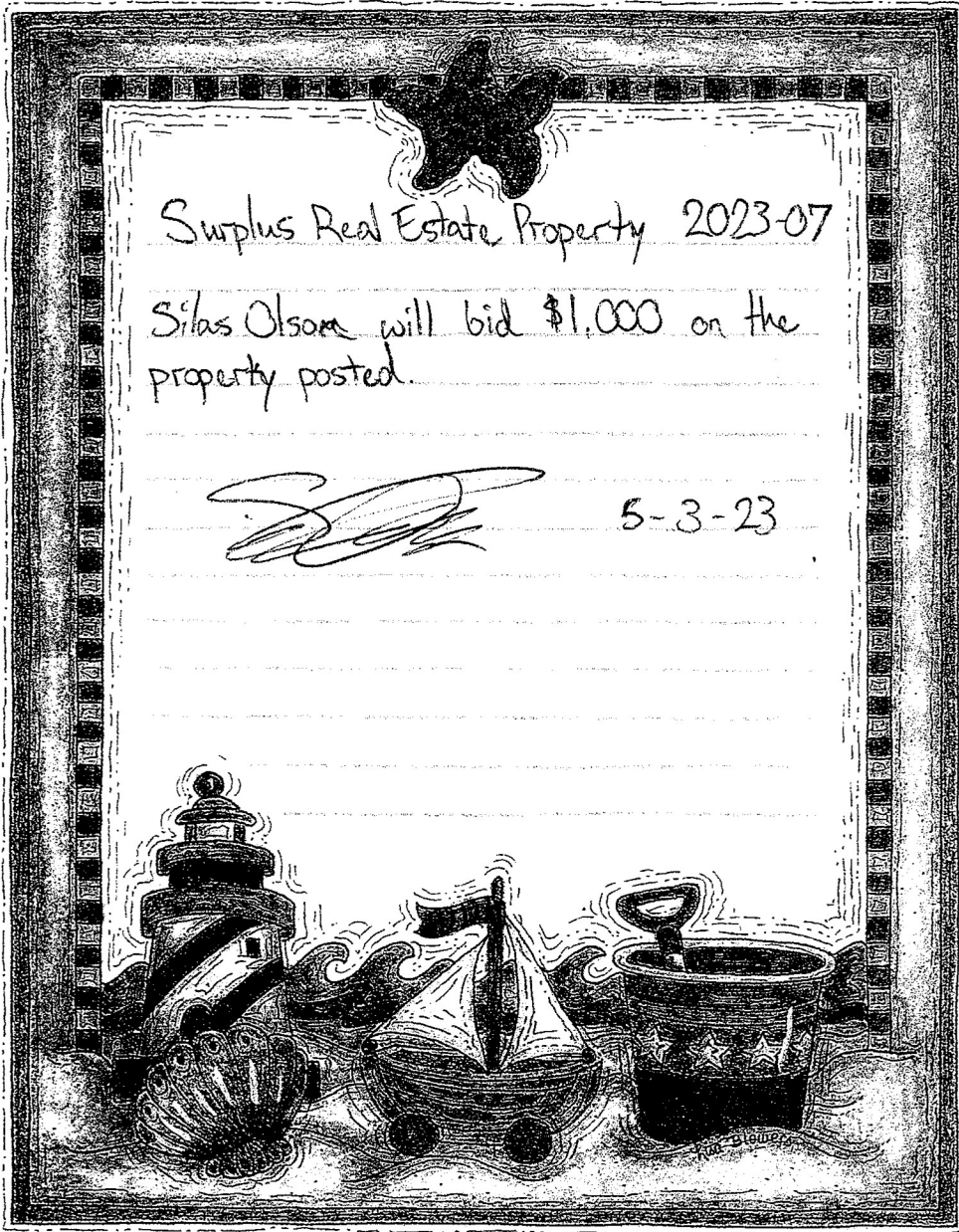


Surplus Real Estate Property 2023-07

Silas Olson will bid \$1,000 on the property posted.



5-3-23



QUIT CLAIM DEED

THIS INDENTURE made on the 28 day of February, 1989, by and between Deanna Allee of the County of Boone in the State of Virginia party of the first part; and the City of Eldon, Missouri of the county of Miller in the state of Missouri, party of the second part,

WITNESSETH, That the said part of the first part, for and in consideration of the sum of One (\$1.00) DOLLARS

to her paid by the said party of the second part the receipt of which is hereby acknowledged, do therefore by these presents, Remise, Release and forever Quit-Claim unto the said party of the second part, the following described Lots, Tracts or Parcels of land lying, being and situate in the county of Miller and State of Missouri, to-wit:

A tract of land lying in the Northwest Quarter of Section 4, Township 41 North, Range 15 West described by metes and bounds as follows: From a point on the West boundary of Chestnut Street in the town of Eldon, Miller County, Missouri (said point being 60.00 feet due West of the Southwest Corner of Block 23 of Eldon, Missouri, and said point also being the Southeast Corner of Block 3 of Vanosdoll's Addition to the City of Eldon) run West 740.10 feet to an iron pin on the West line of Godfrey Avenue extended for the point of beginning of the tract of land herein and hereby conveyed, thence South 86° 37' West along a fence line 1,114.90 feet to an iron pin in a fence corner, thence North 22° 46' West along the fence line 173.86 feet to an iron pin on the South right-of-way of the Old Missouri Pacific Railroad, thence North 55° 50' East along said South right-of-way 693.81 feet to an iron pin at the point of intersection with the South line of 11th Street extended, thence leaving the South line of said railroad and following the South line of 11th Street South 89° 52' East 206.00 feet to an iron pin on the West line of Lot 808 of Bashore Addition (not a recorded map), thence leaving the South line of 11th Street run South 00° 08' West along the West line of Lot 808 of Bashore Addition 100.00 feet to an iron pin, thence South 89° 54' East along the South line of Lgts 808, 806, and 804 of Bashore Addition 300.57 feet to an iron pin, thence South 00° 06' West along the West line of Lot 801 of Bashore Addition 100.06 feet to an iron pin, thence North 89° 58' East along the South line of Lot 801 of Bashore Addition 100.12 feet to an iron pin in the West line of Godfrey Avenue extended, thence South 283.04 feet to the point of beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part, their heirs and assigns forever so that neither the said party of the first part nor her heirs nor any other person or persons for her or in her name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof; but they and every one of them shall be, by these presents, excluded and forever barred

IN WITNESS WHEREOF, I have hereunto set my hand my and seal, this the 28 day of February, A. D. 19 89.

Deanna Allee (SEAL) (SEAL) (SEAL) (SEAL)

*Erase or draw line through clause if not needed.

393

394

STATE OF
County of } ss. On the day of A. D. 19
before me personally appeared

and , his wife
to me known to be the persons described in and who executed the foregoing Instrument, and acknowledged that they executed the same
as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in
the day and year first above written.
My commission as Notary Public will expire on the day of 19
Notary Public.

STATE OF VIRGINIA
County of PRINCE WILLIAM } ss. On the 28TH day of FEBRUARY A. D. 1989,
before me personally appeared DEANNA ALLEE

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE
executed the same as HER free act and deed. And the said DEANNA ALLEE
further declared HERSELF to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in
PRINCE WILLIAM COUNTY, VIRGINIA the day and year first above written.
My commission as Notary Public will expire on the 22 day of JULY, 1989.
Lois R. Parkman Notary Public.

QUIT CLAIM DEED
STANDARD MISSOURI FORM

FROM

TO

Filed for record this day of
at o'clock minutes M. A. D. 19
Recorder's Fee \$
Recorder Deputy
Mailing Address:

IN THE RECORDER'S OFFICE 808

STATE OF MISSOURI, } ss.
County of Miller

I, Linda Duncan
Clerk of the Circuit Court and Ex-Officio Recorder of
said County, do hereby certify that the within instru-
ment of writing was, on the 20
day of March A. D. 1989
at 8 o'clock 45 minutes A M
duly filed for record, and is now Recorded in the
Records of this office in Book 209 at page

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed my official seal at Jucumbro

this
20 day of March A. D. 1989
Linda Duncan Recorder.
Joan Beaton Deputy.

Recorder's Fee \$ 11.00 pd

RESOLUTION 2-2001

A RESOLUTION NAMING THE LARRY AND WILMA APPERSON SPORTS COMPLEX.

Whereas, Larry and Wilma Apperson came forward and donated 100% of the labor and equipment necessary to complete the project; and

Whereas, Larry and Wilma Apperson have contributed to the City in numerous ways "above and beyond"; and

Whereas, the City of Eldon would like to show appreciation to Larry and Wilma Apperson; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ELDON, MISSOURI, IN ACKNOWLEDGEMENT AND APPRECIATION FOR THE CONTRIBUTIONS OF LARRY AND WILMA APPERSON, THAT THE NAME BE THE LARRY AND WILMA APPERSON SPORTS COMPLEX.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS 23RD DAY OF OCTOBER 2001



Ronald L. Bly, Mayor

ATTEST:



Charlotte R. Dolby, Deputy City Clerk

ZACH APPERSON

SPORTS COMPLEX

INTRODUCTION

The whole Hawthorne Park project was underestimated and doomed to partial completion, except for the kindness of local business people Larry and Wilma Apperson. The project was estimated in 1994 to cost \$35,000. Unfortunately, the fencing alone cost around \$20,000. The lighting system, to meet Little League standards, costs \$45,000 per field.

In 1997, the City promised \$145,800 from 1998 to 2002 CIP sales tax for: "Playground Equipment for all parks. Acquire a pocket park in the Northwest part of the City. Complete Hawthorn Park." The Park and Recreation Board spent over \$105,000 to purchase and install the playground equipment at Rock Island, Airpark, and Charlie Wilson Park. The lighting system at Clausen Field cost over \$10,000. In summary, 100% of the money promised in the 1997 Sales Tax campaign was spent on park improvements.

The Board budgeted funds to Hawthorn in 2000, but reallocated the funds to cover pool operating expense and baseball league programs. As you know, one Board cannot bind a future Board. In this case, the same Board decided the problems with the pool and the importance of keeping a baseball program were deemed more important than a future park. As you know, the park programs are not creating sufficient revenue to sustain itself.

Larry and Wilma Apperson stepped in and agreed to donate 100% of the equipment and labor necessary to complete the project. Larry Apperson agreed to pay for the "proper" lighting of the field, if the name of the sports complex would be named for Zach Apperson.

PICTURES OF PROGRESS



1) The area is dressed and ready for field grading. 2) Field lights are seen in the foreground. 3) The communication tower is generating \$200 per quarter for the park. 4) New Jersey barriers keep traffic off the field in the winter. 5) A lot donated to the City is for sale, because it is a little remote from the park for practical use.