



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Stacy Kinder, Mayor
Dan Presson, Ward 1
Tameka Randle, Ward 2
Nate Thomas, Ward 3
David J. Cantrell, Ward 4
Ryan Essex, Ward 5
Mark Bliss, Ward 6

City Council Chambers
City Hall
44 N. Lorimier St

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

December 16, 2024
5:00 PM

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Monday, December 16, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Pastor Phil Roop of Bethel Assembly of God in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

- Recognition of former Mayor Harry Rediger

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Consent Agenda Review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Consent Agenda

The Consent Agenda is a meeting method to make City Council meetings more efficient and meaningful to the members of the audience. All matters listed within the Consent Agenda have been distributed to each member of the Cape Girardeau City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. Staff recommends approval of the Consent Agenda. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council.

1. Approval of the December 2, 2024, City Council Regular Session Minutes.
2. BILL NO. 24-134, an Ordinance authorizing the City Manager to execute a Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees and authorizing certain actions by City Officials. Second & Third Readings
3. BILL NO. 24-135, a Resolution authorizing the City Manager to execute an Agreement with Visu-Sewer of Missouri, LLC for the Floodwall Toe Drain Inspection Project. Reading and Passage.
4. BILL NO. 24-136, a Resolution authorizing the City Manager to execute an Agreement with Riverside Roofing Company, LLC, for the Mill and Merriwether Pump Stations – New Roofs project. Reading and Passage.
5. BILL NO. 24-137, a Resolution authorizing the City Manager to execute an Agreement with Loyd Slinkard Painting Co. Inc. for the Floodwall Pedestrian and Railroad Gates Painting Project. Reading and Passage.
6. BILL NO. 24-138, a Resolution authorizing the City Manager to execute a Release of Lien for property located at 1434 Bessie Street, in the City of Cape Girardeau, Missouri. Reading and Passage.
7. BILL NO. 24-139, a Resolution authorizing the City Manager to execute the Second Amendment to Transportation Project Agreement with South K Transportation Development District and South K, Inc., for transportation improvements within the South K Transportation Development District. Reading and Passage.
8. Acceptance of the improvements to serve the South Side Village Subdivision.
9. Accept water and sanitary sewer main improvements to serve the Cape County EOC located at 3555 Veterans Memorial Drive.
10. Acceptance of the sanitary sewer main to serve the Rhodes 101 at 2146 William Street.

Items Removed from Consent Agenda

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

Individuals who wish to make comments regarding the item must be recognized by the Mayor/Mayor Pro Tempore. Each speaker is allowed 3 minutes and must stand at the public microphone and state his/her name and address for the record. The timer will buzz at the end of the speaker's time.

11. BILL NO. 24-140, an Ordinance approving the record plat of Ponder's Subdivision. First Reading. DEV - Ryan Shrimplin
12. BILL NO. 24-141, an Ordinance calling an election in the City of Cape Girardeau, Missouri, to elect a Council Member in Ward 5, designating the time of holding the election; authorizing and directing the City Clerk to give notice of the election. First Reading. CIT - Gayle Conrad
13. BILL NO. 24-142, an Ordinance amending Chapter 15 of the City Code by extending the one-half of one percent Transportation Sales Tax and reestablishing the City Transportation Trust Fund, and calling an election in the City of Cape Girardeau, Missouri, on the question whether to approve the sales tax extension; designating the time of holding the election; authorizing and directing the City Clerk to give Notice of the Election. First Reading. DEV - Trevor Pulley

Appointments

14. Appointments to the Semo Redi Board of Directors

Other Business

Appearances regarding items not listed on the agenda.

This is an opportunity for the City Council to listen to comments regarding items not listed on the agenda. The Mayor may refer any matter brought up to the City Council to the City Manager if action is needed. Individuals who wish to make comments must first be recognized by the Mayor or Mayor Pro Tempore. Each speaker is allowed 3 minutes. Please face and speak directly to the City Council as a whole. The Mayor and Council Members will not engage or answer questions during the speaker's time at the podium. The timer will sound at the end of the speaker's time.

Meeting Adjournment

Closed Session

The City Council of the City of Cape Girardeau, Missouri, may, as a part of a study session or regular or special City Council meeting, vote to hold a closed session to discuss issues listed in RSMo. Section 610.021, including but not limited to: legal actions, causes of legal action or litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, personnel issues, or confidential or privileged communications with its attorneys.

- The City Council of the City of Cape Girardeau, Missouri, gives notice of a closed meeting to discuss leasing, purchasing or sale of real estate, pursuant to RSMo. Section 610.021(2).

Future Appointments and Memos

Advisory Board Minutes

- Advisory Board Minutes

Staff:
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the December 2, 2024, City Council Regular Session Minutes.

ATTACHMENTS:	
Name:	Description:
DRAFT_Council.RegularSession_Minutes.12-02-2024.pdf	2024.12.02 Council Minutes Draft

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 2, 2024 MM-111

STUDY SESSION – December 2, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, December 2, 2024, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

REGULAR SESSION –December 2, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, December 2, 2024, starting at 5:39 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

ADOPTION OF THE AGENDA

A Motion was made by Tameka Randle, Seconded by Dan Presson, to approve and adopt the agenda.

Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

CONSENT AGENDA

Approval of the November 18, 2024, city council regular session minutes.

BILL NO. 24-123, an Ordinance amending Schedule C of Section 26-132 of the City Code, by establishing stop signs at various intersections, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-124, an Ordinance amending Schedule K of Section 26-132 of the City Code, by establishing yield signs at various intersections in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-125, an Ordinance accepting a Permanent Water Line Easement from the County of Cape Girardeau for property located at 3555 Veterans Memorial Drive, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-126, an Ordinance vacating the City's interest in a Sanitary Sewer Easement on property located at 1619 Whitener Street, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 24-127, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Height and Area Exceptions and Modifications. Second and

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 2, 2024 MM-112

Third Readings.

BILL NO. 24-128, an Ordinance approving the record plat of Athena Properties Subdivision. Second and Third Readings.

BILL NO. 24-129, an Ordinance approving the record plat of McMillan's First Subdivision. Second and Third Readings.

BILL NO. 24-130, an Ordinance appropriating monies from the General Fund for expenditures for the Police Department for fiscal year ending June 30, 2025. Second and Third Readings.

BILL NO. 24-131, a Resolution authorizing the City Manager to execute an Agreement with Proshot Concrete, Inc., for the Merriwether Storm Tunnel Rehabilitation. Reading and Passage.

BILL NO. 24-132, a Resolution authorizing the City Manager to Execute an Agreement with Fronabarger Concreters, Inc., for the South Sprigg Street Improvements - Southern Expressway to Shawnee Parkway. Reading and Passage.

A Motion was made by Dan Presson, Seconded by Tameka Randle, to approve and adopt. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

BILL NO. 24-123 will be Ordinance NO. 5799; BILL NO. 24-124 will be Ordinance NO. 5800; BILL NO. 24-125 will be Ordinance NO. 5801; BILL NO. 24-126 will be Ordinance NO. 5802; BILL NO. 24-127 will be Ordinance NO. 5803; BILL NO. 24-128 will be Ordinance NO. 5804; BILL NO. 24-129 will be Ordinance NO. 5805; BILL NO. 24-130 will be Ordinance NO. 5806; BILL NO. 24-131 will be Resolution NO. 3634; and BILL NO. 24-132 will be Resolution NO. 3635.

NEW ORDINANCES

BILL NO. 24-134, an Ordinance authorizing the City Manager to execute a Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees and authorizing certain actions by City Officials. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Mark Bliss, Seconded by David J. Cantrell, to approve. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

MEETING ADJOURNMENT

A Motion was made to adjourn by Tameka Randle, Seconded by Dan Presson. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle, Presson, Thomas.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 2, 2024 MM-113

The regular session ended at 5:45 pm.

Stacy Kinder, Mayor

Traci Weissmueller, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session December 2, 2024 **MM-114**

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Staff: Trevor Pulley, Deputy City Clerk
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-216

SUBJECT

A Cooperation Agreement with the Cape Girardeau Public Library regarding Insurance for Library employees.

EXECUTIVE SUMMARY

This item provides for the approval of a cooperation agreement between the City and Cape Girardeau Public Library regarding insurance for Library employees. The agreement will allow the City to continue the administration of employee insurance benefits program.

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

The Insurance shall only be provided upon the Library's payment of Premiums and Overages.

STAFF RECOMMENDATION

Staff recommends adoption of the attached Ordinance authorizing the City Manager to execute the cooperation agreement with Cape Girardeau Public Library.

ATTACHMENTS:

Name:	Description:
24-134-Library_employees_Insurance_Cooperation_Agreement.doc	Ordinance
2024.11.19.Library.EE.Health.Insurance.Agreement.docx	Agreement

BILL NO. 24-134

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATION AGREEMENT WITH CAPE GIRARDEAU PUBLIC LIBRARY REGARDING INSURANCE FOR LIBRARY EMPLOYEES AND AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS

BE IT ORDAINED 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 an Cooperation Agreement with Cape Girardeau Public Library regarding Insurance for Library employees. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference. The officers of the City are hereby authorized to further execute all documents and take such actions as they may deem necessary and advisable to carry out and perform the purposes of said agreement and to make alterations, changes, additions or amendments to the document herein approved, and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024, by and among the **CITY OF CAPE GIRARDEAU, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “City”), the **CAPE GIRARDEAU PUBLIC LIBRARY**, a library district and political subdivision of the State of Missouri (the “Library” and, together with the City, the “Parties”).

RECITALS:

The Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding Insurance for Library employees.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.
2. The Library has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary Library proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Library, enforceable in accordance with its terms.
3. The City, upon appropriation by the City Council, agrees to provide for Insurance for eligible Library employees. Insurance shall be for coverage of employee health, dental, vision, and life insurance benefits. The Insurance shall be limited to the same coverage as provided to employees of the City, the nature and extent of said benefits shall be determined by the City. The Insurance shall only be provided upon the Library’s payment of Premiums and Overages. On any date when this Agreement terminates, the Insurance shall cease for any and all Library employees.
4. The Library agrees to pay the City for Premiums and Overages the City incurs as a result this Agreement. The City shall each calendar month transmit to the Library a statement of the Premiums and Overages incurred by the Library during said month and the same shall be paid to the City by the Library within fifteen (15) days after submission of such statement. The Premiums shall be the same as the City pays on behalf of the City’s employees for Insurance. The Overages shall be for dental and health care claims from Library employees that exceed the amount of premiums collected from the Library as determined by the City in its sole and absolute discretion.
5. The Term of this Agreement shall run for one year beginning on January 1, 2025. Unless otherwise terminated in accordance with this Agreement, the Term shall be automatically renewed for successive one-year terms.

6. Either Party may terminate this Agreement without cause. The termination date will be effective by providing written notice to the other Party at least sixty (60) days prior to said termination date. Additionally, the City may immediately terminate this Agreement if the Library fails to pay the Premiums and/or Overages as required herein. Such right of termination by the City shall be in addition to any other remedies the City may have at law or in equity concerning such default.
7. The Library covenants and agrees to indemnify, defend and hold harmless the City and its elected officials, officers and employees, against any and all claims, demands, damage, suits, judgements, loss or liability of any kind or nature, costs and expenses, including attorneys' fees and witness costs, which may be asserted by any person or persons, including agents or employees of the Library, related to or resulting from this Agreement, or as a result of anything claimed to be done or omitted to be done relating to this Agreement. If a party brings an action against the City contesting the validity or legality of this Agreement or any action or inaction of the City relating to this Agreement, the Library shall defend such claim or action with legal counsel selected by the City and shall pay the costs and attorneys' fees of such counsel. If the Library fails to timely defend, contest or otherwise protect the City against any litigation, claim or action, then this Agreement shall automatically terminate. All costs and expenses incurred by the City in the assistance in the defense of the litigation, claim or action and in discussion and consideration of any settlement, or in actions required to be taken as a result of the litigation, claim or action such as response to discovery and attendance at depositions, including attorneys' fees, shall be paid by the Library. The City shall have no obligation to defend the validity or legality of this Agreement if the Library does not assume the defense of such litigation, claim or action as described herein. This indemnification condition shall survive after termination of this Agreement. Notwithstanding anything herein to the contrary, the City shall not be liable to the Library for damages or otherwise if all or any part of this Agreement or any ordinance or resolution of the City adopted in connection therewith is declared invalid or unconstitutional in whole or in part by any court of competent jurisdiction.
8. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law. No official, officer, attorney, or employee of the City shall be personally liable to the Library or any employee of the Library in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.
9. If due to circumstances not within the reasonable control of the City, including but not limited to a major disaster, epidemic, pandemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Providers or entities with whom the City has arranged for services under this Agreement, or similar causes, the rendition of medical or hospital benefits or other services provided under this Agreement is delayed or rendered impractical, the City shall not have any liability or obligation on account of such delay or failure to provide services. The City is required only to make a good faith effort to arrange for the provision of services, considering the impact of the event.
10. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid term or provision.
11. The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction

of the provisions of this Agreement. The Parties and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the Party causing the document to be drafted. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any Party.

12. The Parties agree that this Agreement constitutes the entire agreement between the Parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. The City's failure at any time hereafter to require strict performance by the Library of any provision of this Agreement shall not waive, affect or diminish any right of the City thereafter to demand strict compliance and performance therewith. This Agreement may be amended at any time prior to termination only upon mutual agreement by both Parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names and attested as of the date first above written.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Kenneth Haskin, City Manager

[SEAL]

ATTEST:

Gayle Conrad, City Clerk

CAPE GIRARDEAU PUBLIC LIBRARY

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-217

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with Visu-Sewer of Missouri, LLC for the Floodwall Toe Drain Inspection Project.

EXECUTIVE SUMMARY

The work consists of CCTV and cleaning as necessary of approximately 1,750 feet of storm pipe or “toe-drain.” The toe-drain runs north and south between the BNSF railroad and the northern section of Cape Girardeau floodwall. The southern access junction box is located behind 306 N. Main St. and drains north. Additionally, the northern access is located behind 777 N. Main St. and drains south. Both flows meet at a junction box within the 500 Block of N. Main and drain out towards Main St. This pipe is 6” diameter double-wall perforated screen well.

BACKGROUND/DISCUSSION

The Notice to Bid was publicly advertised and bids were taken on November 14, 2024. One (1) bid was received from Visu-Sewer of Missouri, LLC in the amount of \$28,500.00. The Engineer’s Estimate of Cost was \$30,000.00.

FINANCIAL IMPACT

This project is being funded by ARPA funds (79%) and Parks and Recreation and Stormwater Phase 2 (PRS2) funds (21%).

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Inspecting and maintaining the floodwall toe drain protects the integrity of the floodwall and the areas along the floodwall during times the Mississippi River is above flood stage.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Visu-Sewer of Missouri, LLC for the Floodwall Toe Drain Inspection Project.

ATTACHMENTS:	
Name:	Description:
24-135_Agreement_Visu-Sewer_Floodwall_Toe_Drain_Inspection.doc	Resolution
Agreement_w_Visu-Sewer.docx	Agreement
Bid_Tab_2135_xpdf	Bid Tabulation

BILL NO. 24-135

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VISU-SEWER OF MISSOURI, LLC, FOR THE FLOODWALL TOE DRAIN INSPECTION PROJECT

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 an Agreement with Visu-Sewer of Missouri, LLC, for the Floodwall Toe Drain Inspection Project, 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 _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY *of* CAPE G I R A R D E A U

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau (“Owner”) and
Visu-Sewer of Missouri, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 The work consists of CCTV and cleaning as necessary of approximately 1,750 feet of storm pipe or “toe-drain.” The toe-drain runs north and south between the BNSF railroad and the northern section of Cape Girardeau floodwall. The southern access junction box is located behind 306 N. Main St. and drains north. Additionally, the northern access is located behind 777 N. Main St. and drains south. Both flows meet at a junction box within the 500 Block of N. Main and drain out towards Main St. This pipe is 6” diameter double-wall perforated screen well.
- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Floodwall Toe Drain Inspection*.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by City Staff.
- 2.02 The City Engineer or the City Engineer’s designee is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times:*
- 3.03 The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed

and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.

3.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$475 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$475 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Visu-Sewer of Missouri, LLC

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Community Development Department, City Hall

Address for giving notices:

Visu-Sewer of Missouri, LLC

44 N. Lorimier Street

7895 St. Clair Avenue

Cape Girardeau, MO 63703

East St. Louis, IL 62203

License No.: _____

(where applicable)

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

DATE: NOVEMBER 14, 2024

Floodwall Toe Drain Inspection

TIME: 10:30 AM

PLACE: HUB Conference Room

COMPUTED BY: CW

				ENGINEER'S ESTIMATE		VISU-SEWER OF MISSOURI 7895 ST CLAIR AVENUE EAST ST LOUIS IL 62203			
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
	Item Description								
1	CCTV & Cleaning, as necessary, of approx. 1,750-ft of Floodwall Toe Drain	LS	1	\$30,000.00	\$30,000.00	\$28,500.00	\$28,500.00		
TOTAL BID					\$30,000.00		\$28,500.00		
AMOUNT OF PROPOSAL GUARANTEE SURETY						5% BID			
<i>I hereby certify that the above is a true and correct summary of proposals received</i>						SIRIUSPOINT AMERICA INSURANCE CO			
PROJECT MANAGER <u>Chris Wilts</u>						***Low Bidder***			

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-218

SUBJECT

A Resolution authorizing the City Manager to execute an agreement with Riverside Roofing Company, LLC for the Mill and Merriwether Pump Stations - New Roofs project. Reading and Passage.

EXECUTIVE SUMMARY

The project consists of removal and replacement of the flat roofs at the Mill Street Pump Station and the Merriwether Pump Station, removal and replacement of the existing coping stones, proper disposal of all debris, and all other labor, equipment, and related items to complete the project.

BACKGROUND/DISCUSSION

The Notice to Bid was publicly advertised and bids were taken on November 14, 2024, two (2) bids were received, ranging from \$34,064.00 to the low bid of \$29,277.00. The Engineer's Estimate of Cost was \$30,000.

FINANCIAL IMPACT

This project is being funded by ARPA Funds (79%) and Parks and Recreation and Stormwater Phase 2 (PRS2) funds (21%).

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Placing new roofs on the Mill and Merriwether Pump Stations protects the City's investment in the new stormwater pumps and equipment in these pump stations and ultimately protects the riverfront area from flooding.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Riverside Roofing Company, LLC, for the Mill and Merriwether Pump Stations – New Roofs project.

ATTACHMENTS:

Name:	Description:

24-136_Agreement_Riverside_Mill_and_Merriwether_Pump_Stations-New_Roofs.doc	Resolution
AGR_w_Riverside_Roofing_LLC.docx	Agreement with Riverside Roofing
Bid_Tab_2133_xpdf	Breakdown of Bids

BILL NO. 24-136

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RIVERSIDE ROOFING COMPANY, LLC, FOR THE MILL AND MERRIWETHER PUMP STATIONS- NEW ROOFS PROJECT

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 an Agreement with Riverside Roofing Company, LLC, for the Mill and Merriwether Pump Stations- New Roofs Project, 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 _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY of CAPE G I R A R D E A U

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau (“Owner”) and
Riverside Roofing Company, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 The project consists of removal and replacement of the flat roofs at the Mill Street Pump Station and the Merriwether Pump Station, removal and replacement of the existing coping stones, proper disposal of all debris, and all other labor, equipment, and related items to complete the project.
- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Mill and Merriwether Pump Stations – New Roofs.*

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by City Staff.
- 2.02 The City Engineer or the City Engineer’s designee is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times:*
- 3.03 The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 3.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.
- 3.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as

long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Riverside Roofing Company, LLC

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Community Development Department, City Hall

Riverside Roofing Company LLC

44 N. Lorimier Street

813 Progress Street.

Cape Girardeau, MO 63703

Cape Girardeau, MO 63703

License No.: _____

(where applicable)

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

DATE: NOVEMBER 14, 2024

Mill and Merriwether Pump Stations - New Roofs

TIME: 9:00 AM

PLACE: HUB Conference Room

COMPUTED BY: CW

				ENGINEER'S ESTIMATE		Riverside Roofing Co., LLC 813 Progress St Cape Girardeau, MO 63703		Todt Roofing & Construction Inc. 856 N Kingshighway St. Cape Girardeau, MO 63701		
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
	Item Description									
1	Mill Street Pump Station Roof and Coping Stone Replacement	LS	1	\$15,000.00	\$15,000.00	\$13,694.00	\$13,694.00	\$17,032.00	\$17,032.00	
2	Merriwether Pump Station Roof and Coping Stone Replacement	LS	1	\$15,000.00	\$15,000.00	\$15,583.00	\$15,583.00	\$17,032.00	\$17,032.00	
TOTAL BID					\$30,000.00		\$29,277.00		\$34,064.00	
AMOUNT OF PROPOSAL GUARANTEE SURETY <i>I hereby certify that the above is a true and correct summary of proposals received</i> PROJECT MANAGER <u>Chris Walter</u>							5% BID		5% BID	
							OLD REPUBLIC SURETY CO		WEST BEND MUTUAL INSURANCE CO	
							Low Bidder			

Staff: Casey Brunke, P.E., Public Works
Agenda: Director
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-219

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with Loyd Slinkard Painting Co. Inc. for the Floodwall Pedestrian and Railroad Gates Painting Project.

EXECUTIVE SUMMARY

The work consists of preparing and painting four floodwall gates (Merriwether Gate, Themis Gate, North RR Gate, and South RR Gate), removal and replacement of bulb seals on two gates (North and South RR Gates), and all labor, equipment, other related items to complete the project.

BACKGROUND/DISCUSSION

The Notice to Bid was publicly advertised and bids were taken on November 14, 2024. Two (2) bids were received. One bidder failed to submit a bid bond and was deemed unresponsive. The other bid submitted by Loyd Slinkard Painting, Co. Inc. was in the amount of \$41,686.00. The Engineer's Estimate of Cost was \$46,000.00.

FINANCIAL IMPACT

This project is being funded by ARPA funds (79%) and Parks and Recreation and Stormwater Phase 2 (PRS2) funds (21%).

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Maintaining the floodwall gates and seals protects the riverfront area from flooding during times the Mississippi River is above flood stage.

STAFF RECOMMENDATION

Staff recommends Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Loyd Slinkard Painting Co. Inc., for the Floodwall Pedestrian and Railroad Gates Painting Project.

ATTACHMENTS:

Name:	Description:
☐ 24-137_Agreement_Loyd_Slinkard_Painting_Floodwall_Pedestrian-RR_Gates_Painting.doc	Resolution
☐ Agreement_w_Loyd_Slinkard_Painting.docx	Agreement with Loyd Slinkard Painting
☐ Bid_Tab_2134_xpdf	Breakdown of bids

BILL NO. 24-137

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LOYD SLINKARD PAINTING CO. INC., FOR THE FLOODWALL PEDESTRIAN AND RAILROAD GATES PAINTING PROJECT

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 an Agreement with Loyd Slinkard Painting Co. Inc., for the Floodwall Pedestrian and Railroad Gates Painting Project, 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 _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



CITY of CAPE G I R A R D E A U

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Cape Girardeau (“Owner”) and
Loyd Slinkard Painting Co. Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 The work consists of preparing and painting four floodwall gates, removal and replacement of bulb seals on two gates, and all labor, equipment, other related items to complete the project.
- 1.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Floodwall Pedestrian and RR Gates Painting.*

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by City Staff.
- 2.02 The City Engineer or the City Engineer’s designee is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 *Contract Times:*
- 3.03 The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 3.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.
- 3.04 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$700 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the maximum rate allowed by Missouri's Public Prompt Payment Act.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. If applicable, Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and if applicable, the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. General Conditions and Supplementary Conditions (pages i to 66, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: _____.
 - 7. Addenda (numbers to , inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Marked as "Exhibit A").
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Bidder must submit a completed Certification Regarding Debarment, Suspension and other Responsibility Matters as attachment to the Bid. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Cape Girardeau

CONTRACTOR: Loyd Slinkard Painting Co. Inc.

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Community Development Department, City Hall

Address for giving notices:

Loyd Slinkard Painting Co. Inc.

44 N. Lorimier Street

1680 State Highway 74, Suite B

Cape Girardeau, MO 63703

Cape Girardeau, MO 63701

License No.: _____

(where applicable)

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

DATE: NOVEMBER 14, 2024

Floodwall Pedestrian and RR Gates Painting

TIME: 9:30 AM

PLACE: HUB Conference Room

COMPUTED BY: CB

				ENGINEER'S ESTIMATE		JERRY HOTOP PAINTING LLC 3478 HIGHWAY T PERRYVILLE MO 63775		LOYD SLINKARD PAINTING CO., INC. 4680 ST HIGHWAY 74 SUITE B CAPE GIRARDEAU MO 63701			
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Item Description										
1	Broadway Pedestrian Gate Painting	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00		
2	Themis Pedestrian Gate Painting	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00		
3	North RR Gate Painting and Seals	LS	1	\$13,000.00	\$13,000.00	\$11,651.00	\$11,651.00	\$13,843.00	\$13,843.00		
4	South RR Gate Painting and Seals	LS	1	\$13,000.00	\$13,000.00	\$11,651.00	\$11,651.00	\$13,843.00	\$13,843.00		
TOTAL BID					\$46,000.00		\$39,302.00		\$41,686.00		\$0.00
AMOUNT OF PROPOSAL GUARANTEE SURETY I hereby certify that the above is a true and correct summary of proposals received PROJECT MANAGER <i>Casey Brunne</i>						NONE		5%			
						NONE		GRANITE RE, INC.			
						NON-RESPONSIVE		***LOW BIDDER***			

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-220

SUBJECT

A Resolution authorizing the City Manager to execute a Release of Lien for property located at 1434 Bessie Street, under the Federal Home Loan Bank of Des Moines, Iowa, Affordable Housing Program, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute a Release of Lien related to a housing grant program for 1434 Bessie Street.

BACKGROUND/DISCUSSION

On June 14, 2013, Dolores Bednarek executed a Deed Restriction under the Federal Home Loan Bank of Des Moines, Iowa, Affordable Housing Program, administered by the City of Cape Girardeau, for the property at 1434 Bessie Street. On October 24, 2013, Dolores Bednarek executed a Corrected Deed Restriction. The Deed Restriction and Corrected Deed Restriction constitute a lien against the property. The lien was satisfied upon the expiration of the five-year Retention Period. The Retention Period is now expired, so the lien must be released. The Release of Lien is attached, along with the Deed Restriction and Corrected Deed Restriction (for reference).

FINANCIAL IMPACT

There is no direct financial impact to the City.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute a Release of Lien for 1434 Bessie Street.

ATTACHMENTS:

Name:	Description:
24-138_Release_of_Lien_1434_Bessie.doc	Resolution
Release_of_Lien_-_1434_Bessie_Street.pdf	Release of Lien - 1434 Bessie Street
Bednarek_Deed_Restriction_2013-11558.pdf	Deed Restriction - 1434 Bessie Street
Bednarek_Deed_Restriction_2013-13798.pdf	Corrected Deed Restriction - 1434 Bessie Street

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF LIEN FOR PROPERTY LOCATED AT 1434 BESSIE STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, Sandra Jo Pritt and Karen Bednarek are the owners of a dwelling unit, formerly owned by Dolores Bednarek, located on the following-described real estate in the City and County of Cape Girardeau, Missouri, more particularly described as follows, to-wit:

1434 Bessie Street - All of Lot Number Eleven (11) in Block Number One (1) of Lorimier Place Addition to the City of Cape Girardeau, Missouri as shown by official plat on file in the office of the Recorder of Deeds, for Cape Girardeau County, Missouri

and

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation, and improvement of said dwelling unit; and

WHEREAS, a Deed Restriction for said grant of money was executed by Dolores Bednarek on June 14, 2013, said Deed Restriction being recorded in Document No. 2013-11558 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, a Corrected Deed Restriction was executed by Dolores Bednarek on October 24, 2013, said Corrected Deed Restriction being recorded in Document No. 2013-13798 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Deed Restriction and Corrected Deed Restriction constitute a lien against the above-described property; and

WHEREAS, said lien was satisfied upon the expiration of the five (5) year Retention Period as defined in said Deed Restriction and Corrected Deed Restriction; and

WHEREAS, said five (5) year Retention Period is now expired.

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

The City Manager is authorized to execute a Release of Lien for the above-described lien and the City does hereby remise, release, and forever quit claim said lien against the above-described property on account of the above-described Deed Restriction and Corrected Deed Restriction. Furthermore, the City of Cape Girardeau, Missouri, and its successors and assigns, shall be forever excluded and barred from enforcing said lien.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



**RECORDER OF DEEDS
COVER PAGE**

Title of Document: Release of Lien

Date of Document: December , 2024

Grantor(s) Name & Address: City of Cape Girardeau
44 North Lorimier Street
Cape Girardeau, MO 63701

Grantee(s) Name & Address: Sandra Jo Pritt and Karen Bednarek
1434 Bessie Street
Cape Girardeau, MO 63701

Legal Description: All of Lot Number Eleven (11) in Block Number One (1) of Lorimier Place Addition to the City of Cape Girardeau, Missouri as shown by official plat on file in the office of the Recorder of Deeds, for Cape Girardeau County, Missouri

Reference Book & Page, if Required: Document No. 2013-11558
Document No. 2013-13798

RELEASE OF LIEN

WHEREAS, Sandra Jo Pritt and Karen Bednarek are the owners of a dwelling unit, formerly owned by Dolores Bednarek, located on the following-described real estate in the City and County of Cape Girardeau, Missouri, more particularly described as follows, to-wit:

1434 Bessie Street – All of Lot Number Eleven (11) in Block Number One (1) of Lorimier Place Addition to the City of Cape Girardeau, Missouri as shown by official plat on file in the office of the Recorder of Deeds, for Cape Girardeau County, Missouri

and

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation, and improvement of said dwelling unit; and

WHEREAS, a Deed Restriction for said grant of money was executed by Dolores Bednarek on June 14, 2013, said Deed Restriction being recorded in Document No. 2013-11558 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, a Corrected Deed Restriction was executed by Dolores Bednarek on October 24, 2013, said Corrected Deed Restriction being recorded in Document No. 2013-13798 in the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Deed Restriction and Corrected Deed Restriction constitute a lien against the above-described property; and

WHEREAS, said lien was satisfied upon the expiration of the five (5) year Retention Period as defined in said Deed Restriction and Corrected Deed Restriction; and

WHEREAS, said five (5) year Retention Period is now expired.

NOW, THEREFORE, comes the City Manager of the City of Cape Girardeau, Missouri, who, pursuant to Resolution Number _____, adopted by the City Council of the City of Cape Girardeau, Missouri on December 16, 2024, does hereby remise, release, and forever quit claim said lien against the above-described property on account of the above-described Deed Restriction and Corrected Deed Restriction. Furthermore, the City of Cape Girardeau, Missouri, and its successors and assigns, shall be forever excluded and barred from enforcing said lien.

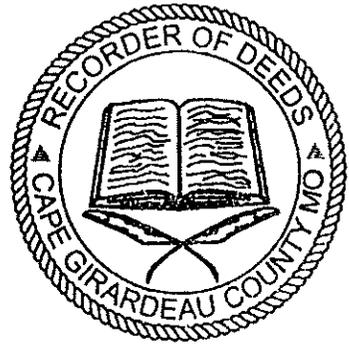
IN WITNESS WHEREOF, this Release of Lien has been executed on this ____ day of _____, 2024.

(Signatures on following page)

CG



8 0 7 5 0 2 5
Tx:4051324



**DOCUMENT #
2013-11558**

**SCOTT R CLARK
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
09/05/2013 3:34 PM
REC FEE: 33.00
PAGES: 4**

**RECORDER OF DEEDS
COVER PAGE**

Title of Document: Deed Restriction

Date of Document: June 14, 2013

Grantor(s) Name & Address: City of Cape Girardeau
401 Independence
Cape Girardeau, MO 63703

Grantee(s) Name & Address: Dolores Bednarek
1434 Bessie Street
Cape Girardeau, MO 63701

Legal Description: See Exhibit A

Reference Book & Page, if Required:

Prepared By/Return To: Stephen S. Williams, City of Cape Girardeau, 401 Independence Street,
Cape Girardeau, MO 63701 ~

DEED RESTRICTION

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

The undersigned, Dolores Bednarek ("Owner"), is the owner of certain real property and improvements located at 1434 Bessie Street, in Cape Girardeau, Cape Girardeau County, State of Missouri, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

1. For purposes of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date hereof.

"Lender" means: City of Cape Girardeau.

"Bank" means The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.

"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the

benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, or rehabilitation of the property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30%, 50% or 80%, respectively, of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The Lender is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the \$6,000.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
 - i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.
4. Repayment of the Direct Subsidy shall be made to the Lender. Lender is required by Federal Housing Finance Agency regulations to remit any payments received to the Bank.
5. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage or Deed of Trust, currently of record. The obligation to repay the Direct Subsidy shall terminate after any foreclosure, deed-in-lieu of foreclosure, or assignment of first Mortgage or Deed of Trust to the Secretary of the U.S. Department of Housing and Urban Development (HUD).
6. Owner understands and agrees that this instrument shall be governed by the laws of the State of Missouri and that venue for any action to enforce the provisions of this instrument shall be in Cape Girardeau County.

EXECUTED this 14th day of June, 2013.

By: Dolores Bednarek
Title: Owner Printed Name: Dolores Bednarek

By: _____
Title: Owner Printed Name:

[Owner Acknowledgment]

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

This instrument was acknowledged before me on this 14th day of June, 2013 by
Dolores Bednarek (Owner).

By: Tyler Hahn
Title: Notary Public, State of Missouri

Printed Name: Tyler Hahn

My commission expires (m/d/yyyy): 5/14/2016

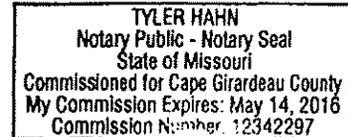
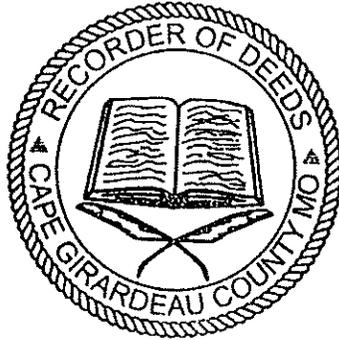


Exhibit A

All of Lot Number Eleven (11) in Block Number One (1) of Lorimier Place
Addition to the City of Cape Girardeau, Missouri, as shown by official plat on file in the office of the
Recorder of Deeds, for Cape Girardeau County, Missouri

City of Cape



**DOCUMENT #
2013-13798**

**SCOTT R CLARK
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
10/25/2013 10:51 AM
REC FEE: 33.00
PAGES: 4**

**RECORDER OF DEEDS
COVER PAGE**

Title of Document: Corrected Deed Restriction

Date of Document: October 24, 2013

Grantor(s) Name & Address: City of Cape Girardeau
401 Independence
Cape Girardeau, MO 63703

Grantee(s) Name & Address: Dolores Bednarek
1434 Bessie Street
Cape Girardeau, MO 63701

Legal Description: See Exhibit A

Reference Document Number, if Required: 2013-11558

CORRECTED DEED RESTRICTION

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

The undersigned, Dolores Bednarek ("Owner"), is the owner of certain real property and improvements located at 1434 Bessie Street, in Cape Girardeau 63701, Cape Girardeau County, State of Missouri, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following corrected deed restriction: in correction of the document entitled "Deed Restriction" executed by the undersigned on June 14, 2013, and recorded as document #2013-11558 in the Office of the Cape Girardeau County, Missouri, Recorder of Deeds on September 5, 2013:

1. For purposed of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date hereof.

"Lender" means: City of Cape Girardeau.

"Bank" means The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.

"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, constructions, or rehabilitation of the property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30%, 50% or 80%, respectively, of the median income for the area, with the income

limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The Lender is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the \$6,333.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expense, unless:
 - i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.
4. Repayment of the Direct Subsidy shall be made to the lender. Lender is required by Federal Housing Finance Agency regulations to remit any payments received to the Bank.
5. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage or Deed of Trust, currently of record. The obligation to repay the Direct Subsidy shall terminate after any foreclosure, deed-in-lieu of foreclosure, or assignment of first Mortgage or Deed of Trust to the Secretary of the U.S. Department of Housing and Urban Development (HUD).
6. Owner understands and agrees that this instrument shall be governed by the laws of the State of Missouri and that venue for any action to enforce the provisions of this instrument shall be in Cape Girardeau County.

EXECUTED this 24th day of October, 2013.

By: Dolores Bednarek
Title: Owner Printed Name: Dolores Bednarek

By: _____
Title: Owner Printed Name:

[Owner Acknowledgment]

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

This corrected deed restriction was acknowledged before me on the 24th day of October 2013 by Dolores Bednarek (Owner).

By: Natalia A Beasley
Title: Notary Public, State of Missouri

Printed Name: NATALIA A BEASLEY

My commission expires (m/d/yyyy): 6-5-2016

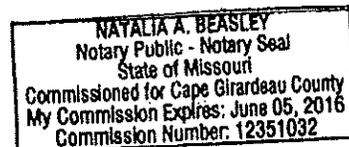


Exhibit A

All of Lot Number Eleven (11) in Block Number One (1) of Lorimier Place Addition to the City of Cape Girardeau, Missouri as shown by official plat on file in the office of the Recorder of Deeds, for Cape Girardeau County, Missouri

Staff: Trevor Pulley Assistant City
Manager/Community Development
Agenda: Director
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-221

SUBJECT

A Resolution authorizing the City Manager to execute the Second Amendment to the Transportation Agreement with the South K Transportation Development District and South K, Inc., for various transportation improvements within the South K Transportation Development District.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute the second amendment to the transportation project agreement for various transportation improvements within the South K Transportation Development District generally located at the southwest corner of S. Kingshighway and William Street. Missouri law requires each Transportation Development District (TDD) to enter into a cooperative agreement with the applicable local transportation authority regarding the development and future maintenance of any local project undertaken by the TDD.

In late 2017 they established the South K TDD which allowed them to add the William Street right in/right out, modified the entrances along South Kingshighway, added landscaping and lighting.

Approximately 3 years ago, they replaced the asphalt parking lot with new concrete. At that time, they did not replace the asphalt around the former Nearly Perfect building or Sherwin Williams since they did not know exactly what their plans would be for those buildings. With a new tenant coming into the building, they would like to replace the balance of the pavement and add a new handicap ramp at Sherwin Williams through the TDD. To complete this project, they have requested to increase the current TDD budget by approximately \$400,000.

BACKGROUND/DISCUSSION

On October 11, 2017, South K, Inc. and Rhodes Development Company, L.L.C. filed a Petition for the Formation of a Transportation Development District with the Circuit Court of Cape Girardeau County, requesting that the Court establish the South K Transportation Development District (TDD). The Court entered its order approving the formation of the TDD on January 17, 2018. The original Transportation Project Agreement memorialized the obligation of South K, Inc. to construct various parking lot and street improvements on behalf of the TDD.

The developer now desires to install storm sewers to prevent pooling and other stormwater damage to the parking lot and to replace portions of the asphalt parking lot with concrete. The maximum budget amount will increase from \$869,670.70 to \$1,919,670.70 to accommodate the additional work.

This second Amendment will increase the maximum budget amount from \$1,919,670 to \$2,369,670.70.

FINANCIAL IMPACT

There is no direct financial impact to the City. Pursuant to the Second Amendment to the Transportation Project Agreement, the TDD will reimburse South K, Inc. for up to \$2,369,670.70 in eligible costs incurred in reconstructing the parking lot and adding stormwater infrastructure. Customer purchases made at businesses within the TDD will be subject to an additional 1% TDD sales tax.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The TDD will continue to facilitate reinvestment in an aging but vital commercial corridor in the City.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute the Second Amendment to the Transportation Project Agreement with the South K Transportation Development District and South K, Inc., for various transportation improvements within the South Transportation Development District.

PUBLIC OUTREACH

A public hearing to consider the creation of the TDD was held at the County Courthouse on December 27, 2017. A subsequent public meeting was held at 2075 Corporate Circle on January 26, 2018. Notice of the public hearing was published in the *Cash-Book Journal*.

ATTACHMENTS:

Name:	Description:
24-139 -South K_TDD_Agreement_Second_Amendment.doc	Resolution
South_K_-_2d_Amendment_to_Transportation_Project_Agreement.docx	2nd_Amendment_to_Agreement
Sales_Assumptions_121124.pdf	Anticipated Revenue of the District
Cost_Revenue_ToDate_061224.pdf	Improvements to Date
Cost_121224.pdf	Balance Due on Improvements

BILL NO. 24-139

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO TRANSPORTATION PROJECT AGREEMENT WITH SOUTH K TRANSPORTATION DEVELOPMENT DISTRICT AND SOUTH K, INC., FOR TRANSPORTATION IMPROVEMENTS WITHIN THE SOUTH K TRANSPORTATION DEVELOPMENT DISTRICT

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

WHEREAS, on October 11, 2017, South K, Inc. ("Developer") and Rhodes Development Company, L.L.C. filed a petition for Formation of a Transportation Development District with the Circuit Court of Cape Girardeau County, Missouri pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, RSMo., as amended ("TDD Act"); and

WHEREAS, pursuant to Section 238.225 of the TDD Act, the City of Cape Girardeau ("City") as an applicable local transportation authority is required to approve any portion of the Transportation Project not intended to be merged into the state highways and transportation system ("Local Transportation Project"); and

WHEREAS, on or about February 5, 2018, the City adopted Resolution No. 3145, whereby the City approved the Local Transportation Project and authorized the execution of a Transportation Project Agreement ("Project Agreement"), which was executed by all of the parties on or about March 20, 2018; and

WHEREAS, on or about October 3, 2022, the City adopted Resolution No. 3510, whereby the City approved the First Amendment to the Transportation Project Agreement ("Project Agreement"), which was executed by all of the parties on or about October 6, 2022; and

WHEREAS, the City, as an applicable local transportation authority, desires to execute the Second Amendment to Transportation Project Agreement amending the Project Agreement in substantially the form attached hereto to evidence its

approval of the applicable portion of the Local Transportation Project, as required by Section 238.225 of the TDD Act;

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

Article 1. The City Council hereby finds and determines that it is necessary and desirable to enter into the Second Amendment to Transportation Project Agreement in connection with the construction of the Local Transportation Project. The City Manager is hereby authorized and directed to execute the Second Amendment to Transportation Project Agreement on behalf of the City. The Second Amendment to Transportation Project Agreement shall be in substantially the form attached hereto, which Second Amendment to Transportation Project Agreement is hereby approved by the City Council, with such changes therein as shall be approved by the officer of the City executing the same, such approval to be conclusively evidenced by such officer's execution of the Second Amendment to Transportation Project Agreement.

Article 2. The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Resolution.

Article 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



SECOND AMENDMENT TO TRANSPORTATION PROJECT AGREEMENT

THIS SECOND AMENDMENT TO TRANSPORTATION PROJECT AGREEMENT (this “**Amendment**”) is entered into as of this ____ day of _____, 2024, by and among the **SOUTH K TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision and transportation development district duly organized and existing under the laws of the State of Missouri (the “**TDD**”), **SOUTH K, INC.**, a Missouri corporation (the “**Developer**”), and the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home rule city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “**City**”). (The City, the TDD, and the Developer are collectively referred to herein as “**Parties**,” and individually as a “**Party**,” as the context so requires.) Capitalized terms not defined herein shall have the meanings given to such terms in the below-defined Project Agreement.

WITNESSETH:

WHEREAS, on October 11, 2017, the Developer and Rhodes Development Company, L.L.C. filed a Unanimous Petition for Formation of a Transportation Development District with the Circuit Court of Cape Girardeau County, Missouri (the “**TDD Petition**”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, RSMo., as amended (the “**TDD Act**”);

WHEREAS, the TDD Petition describes a transportation project generally consisting of various street and parking lot improvements (as further described in the TDD Petition, the “**Transportation Project**”);

WHEREAS, pursuant to Section 238.225 of the TDD Act, the City, as the applicable “local transportation authority,” is required approve the portion of the Transportation Project that will not be merged into the state highways and transportation system (the “**Local Transportation Project**”);

WHEREAS, on or about February 5, 2018, the City adopted Resolution No. 3145, whereby, among other things, the City approved the Local Transportation Project and authorized the execution of a Transportation Project Agreement (the “**Original Project Agreement**” and as amended by the First Amendment and this Amendment, the “**Project Agreement**”);

WHEREAS, the Original Project Agreement authorized the TDD to reimburse the Developer for certain eligible costs advanced by the Developer concerning the Transportation Project and formation of the TDD, up to a maximum of \$869,670.70 from the TDD’s sales tax revenues (such amount, as increased by the hereafter-defined First Amendment, the “**Max Budget**”);

WHEREAS, on or about October 3, 2022, the City adopted Resolution No. 3510, whereby the City approved the First Amendment to the Transportation Project Agreement (the “**First Amendment**”), which provided for additional work within the scope of the Local Transportation Project and increased the Max Budget to \$1,919,670.70;

WHEREAS, the Developer desires to install handicap ramp, sidewalk and steps at or near the building known as the Sherwin Williams building located at 211 South Kingshighway and replace portions of the asphalt parking lot with concrete (the “**Additional Work**”), which Additional Work is within the scope of the Local Transportation Project;

WHEREAS, the Parties desire to increase the Max Budget to accommodate the Additional Work;

WHEREAS, pursuant to Section 238.225 of the TDD Act, the City, as the applicable “local transportation authority,” is required to approve the plans or specifications with respect to any Local Transportation Project; and

WHEREAS, the Developer, the City and the TDD desire to enter into this Amendment to: (i) acknowledge the general economic benefit and value to the community created by the Transportation Project (including the Additional Work) and to provide for public access within the Transportation Project on the terms set forth herein; (ii) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act), regarding development and future maintenance of the Local Transportation Project (including the Additional Work); and (iii) increase the Max Budget. The City acknowledges that it is entering into this Agreement for the overall benefit of the community.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

Section 1. Approval of Additional Work. The City, as the applicable local transportation authority under the TDD Act, hereby approves the Additional Work. The Parties agree that the Additional Work shall be deemed a part of the Local Transportation Project. The Additional Work is not intended to be merged into the state highways and transportation system under the jurisdiction of the Missouri Highway and Transportation Commission. Notwithstanding the foregoing, the approval of the Additional Work herein does not relieve the Developer of any obligation to obtain permits or other approvals under any generally applicable City ordinance or regulation relating to the design, construction and maintenance of the Additional Work.

Section 2. Max Budget. Section 3 of the Original Project Agreement is hereby amended by deleting the reference to \$1,919,670.70 and inserting \$2,369,670.70 in lieu thereof.

Section 3. Miscellaneous.

3.1 Entire Agreement. This Amendment and the Agreement embody the entire agreement among the parties respecting the subject matter hereof and supersede all prior agreements, proposals, communications and understandings relating to such subject matter. The terms of this Amendment shall be considered a part of the Agreement as if fully set forth therein. All references to the “Agreement” in the Agreement shall be deemed to mean the Original Project Agreement, as amended by the First Amendment and this Amendment, and as may be further amended from time to time by written instrument of the Parties.

3.2 Binding Effect. This Amendment shall be binding upon the parties hereto and their respective successors and permitted assigns.

3.3 No Other Change. Except as expressly modified herein, the Agreement remains in full force and effect. In case of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment control.

3.4 Counterparts. This Amendment may be signed in one or more counterparts and by electronic (e.g., facsimile, email) signature.

3.5 City Fees. The Developer shall, simultaneously with the execution of this Amendment, reimburse the City for all costs, including attorney fees, incurred in connection with the negotiation and execution of this Amendment.

[The remainder of this page is intentionally left blank; signature pages and exhibits follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

**SOUTH K TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____

Printed name: _____

Title: _____

SOUTH K, INC.

By: _____

Printed name: _____

Title: _____

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____

Printed name: _____

Title: _____

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

Although the Additional Work shall not be merged into the state highways and transportation system under the jurisdiction of the Missouri Highway and Transportation Commission (the "Commission"), the Commission hereby approves the Additional Work (and the costs thereof) in accordance with Section 238.257.4, RSMO.

5-Dec-24

South K Transportation Development District
Second Amendment to Transportation Agreement

Anticipated Revenue of the District

2025	\$	1,600,000	\$	160,000
2026	\$	1,750,000	\$	175,000
2027	\$	1,837,500	\$	183,750
2028	\$	1,929,375	\$	192,938
2029	\$	2,025,844	\$	202,584
2030	\$	2,127,136	\$	212,714
2031	\$	2,233,493	\$	223,349
2032	\$	2,345,167	\$	234,517
2033	\$	2,462,426	\$	246,243
2034	\$	2,585,547	\$	258,555
2035	\$	2,714,824	\$	271,482
			\$	2,361,131

Assumptions

2024 Sales in the district exceeded 15.0 million

Pet Supplies Plus Opens mid 2025

Pet Supplies Plus 2026 full year of operations

Assumes sales increase of 5%

The amounts shown above are preliminary estimates; actual costs will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose.

12/12/2024

South K Transportation Development District Second Amendment to Transportation Agreement

Improvement to Dates		\$ 1,668,387.43
		\$ 836,064.00
	2018	\$ 29,701.00
	2019	\$ 107,446.15
	2020	\$ 116,629.70
	2021	\$ 132,500.00
	2022	\$ 153,487.75
	2023	\$ 161,500.00
	As of 11/30/24	\$ 134,800.00
Revenue Collected to date		\$ 836,064.60

The amounts shown above are preliminary estimates; actual costs will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose.

12/12/2024

South K Transportation Development District Second Amendment to Transportation Agreement

Balance due on improvements from Original Agreement and First Amendment			\$832,323.43
Budgeted Expenditures of the Second Amendment of the District			
Proposed Physical Improvements			
Existing Asphalt Parking Lot upgrade to Concrete	\$	301,306.00	
Handicap Sidewalk and Ramp	\$	27,200.00	
Handicap walk , ramp and handrail	\$	45,000.00	
Striping/ReStriping Parking Stalls	\$	5,000.00	
Landscape	\$	7,500.00	
Contingency 5%	\$	19,300.30	
		Sun Total	\$ 405,306.30
Engineering, and Legal			\$17,500.00
Total Project Cost in 2ND amendment			\$ 422,806.30
Balance Due on Original First & Proposed Second Amendment			\$1,255,129.73
Interest 6.0% amortized over 20 years			\$479,186.89
		Total	\$1,734,316.62

The amounts shown above are preliminary estimates; actual costs will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose.

Staff: Jake Garrard, PE, City Engineer
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-222

SUBJECT

Motion to accept the improvements to serve the South Side Village Subdivision.

BACKGROUND/DISCUSSION

Public improvements constructed to serve the South Side Village Subdivision are as follows:

SANITARY SEWER

- Sanitary Sewer Doghouse Manhole - 1 EA

These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

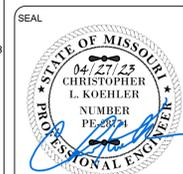
The sanitary sewer manhole improvement was installed by private contract. Once accepted into the City system, the City will pay for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

Staff recommends the Council accept, by motion, the improvements to serve the South Side Village Subdivision into the City System.

ATTACHMENTS:

Name:	Description:
38156 - Civil Plans - Final-C2.4_City_Sewer.pdf_V4 - opt.pdf	As-Built Plan



CHRISTOPHER L. KOEHLER - ENGINEER
PE - 28774
THIS DRAWING IS NOT TO BE REPRODUCED
WITHOUT THE PERMISSION OF KOEHLER
ENGINEERING, NOT VALID FOR PROFESSIONAL
PURPOSES UNLESS SIGNED AND SEALED.

REV	DATE	DESCRIPTION
1	12/22/22	ADD COMMENTS
2	02/24/23	ADDRESS CITY REVIEW COMMENTS
3	02/27/23	ADDRESS CITY REVIEW COMMENTS / REVISE BASIN

KELS PUCT NO.	38156	OWNR PUCT NO.	
DESIGNED BY	JLCK	DRAWN BY	JJRR
CHECKED BY	CK	CITY STANDARD DETAILS (SANITARY & STORM)	
DATE	12.05.2022	SHEET NO.	C2.4

Doghouse Manhole

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Manhole structures shall be precast and conform to ASTM C478, except as modified by the specifications.
- Existing main segment replacement at discretion of Engineer.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 43

Drop Manhole

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Manhole structures shall be precast and conform to ASTM C478, except as modified by the specifications.
- Use Drop Manhole if elevation difference of inflow and outflow is greater than two feet.
- Outlet pipe invert shall be 0.1 foot lower than the lowest inlet pipe.
- Drop inlet pipe to be same size and material as sewer main.
- Alignment of tee: Drop inlet pipe and elbow may be adjusted to maximum of 5% deflection to compensate for slope of sewer line.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 42

Pipe Crossing and Continuous Encasement

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Where "A" is greater than 12" no concrete encasement is required use Type 5 compacted base between pipes per specs.
- Where "A" is 12" or less use standard concrete sewer cradle on existing sewer pipe.
- All pipe are sewer carriers. If any pipe is a water carrier see Water Main specifications.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 44

Stormwater Junction Box

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Concrete shall have 28 day minimum strength of 4000 PSI.
- Reinforced steel shall be Grade 60.
- Structures where H is greater than eight feet shall be reinforced concrete. (#4 bars at 12" centers, both ways and #4 bars diagonal at pipe openings).
- Other than details shown above, the barrel and base sections are to be constructed according to MoDOT Standard Drawing No. 731.10. Do not include steps.
- All Junction box lids shall have the language "Do Not Dump, Drains to River" or similar language located on a plaque on the lid. See the APL for approved plaques.
- F 6" for 4" x 6" and 12" for 14" x 6". When field placed foundation is used, depth "F" shall be increased by three inches above bottom of box.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 31

Standard Sanitary Manhole with Frame and Lid

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Manhole structures shall be precast and conform to ASTM C478, except as modified by the specifications.
- The pipe gasket for precast manholes with bonnets shall be watertight flexible rubber gasket and a watertight flexible gasket between pipe and wall completely grouted with non-shrink grout, per APL.
- Asphalt waterproofing on exterior surface of manhole shall not come in contact with pipe gasket.
- When a manhole is used for storm sewer a watertight flexible rubber gasket is not required.
- Outlet pipe invert shall be 0.1 foot lower than the lowest inlet pipe.
- Pipe may project one inch maximum past inside wall of manhole.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 41

Pipe Bedding - Sewer, Pressure, and Rigid Pipe

Pipe Size (IN)	Trench Width (IN) MIN.
4	20
6	22
8	24
10	26
12	28
15	31
18	35
21	39
24	42

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- See specifications for aggregate, initial backfill, and trench backfill.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 40

Inlet Detail with 4" Lip Curb

Notes:

- Inlets shall be designed to intercept the gutter flow capacity according to the latest edition of the City of Cape Girardeau Standard Specifications.
- Inlets shall be constructed according to the plan location and the details shown on this sheet.
- All inlet pay limit concrete shall have 28 day minimum strength of 4000 PSI.
- All box lids shall have the language "Do Not Dump, Drains to River" or similar language located on a plaque on the lid. See the APL for approved plaques.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 33

Stormwater Junction Box (Continued)

Notes:

- All work shall be done in accordance with the latest edition of the City of Cape Girardeau Standard Specifications.
- Concrete shall have 28 day minimum strength of 4000 PSI.
- Reinforced steel shall be Grade 60.
- Structures where H is greater than eight feet shall be reinforced concrete. (#4 bars at 12" centers, both ways and #4 bars diagonal at pipe openings).
- Other than details shown above, the barrel and base sections are to be constructed according to MoDOT Standard Drawing No. 731.10. Do not include steps.
- All Junction box lids shall have the language "Do Not Dump, Drains to River" or similar language located on a plaque on the lid. See the APL for approved plaques.
- F 6" for 4" x 6" and 12" for 14" x 6". When field placed foundation is used, depth "F" shall be increased by three inches above bottom of box.

City of Cape Girardeau
Prepared By: JH Scale: NTS Revisions: _____
Checked By: TR - DW - JL
Date: 02-25-2016 Page 31



Staff: Jake Garrard, PE, City Engineer
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-223

SUBJECT

Motion to accept the water and sanitary sewer main improvements to serve the Cape County EOC.

BACKGROUND/DISCUSSION

Public water and sanitary sewer main improvements constructed to serve the Cape County EOC are as follows:

-

WATER MAIN

- 8" PVC C900 Water Main - 277 LF
- Fire Hydrant - 2 Each

- 8" Gate Valve - 1 Each

SANITARY SEWER MAIN

- 8" SDR-35 PVC Sewer Main - 305 LF
- Standard 4' Sanitary Manhole - 2 Each

These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

The water and sanitary sewer main improvements were installed by private contractor. Once accepted into the City system, the City will pay for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

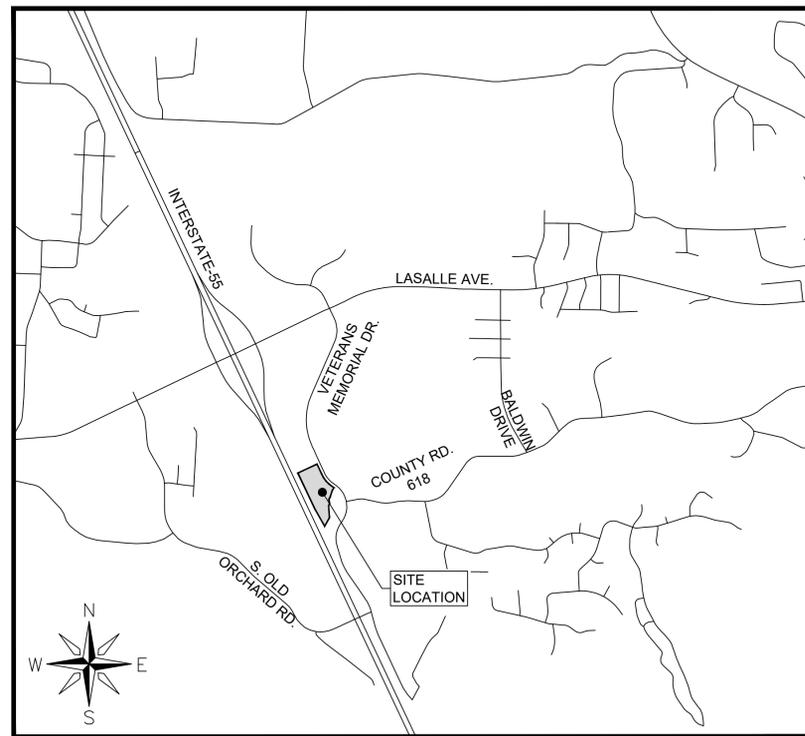
Staff recommends the Council accept, by motion, the water and sanitary sewer main improvements to serve the Cape County EOC into the City System.

ATTACHMENTS:

Name:	Description:

RECORD PLANS FOR CAPE GIRARDEAU COUNTY EMERGENCY OPERATIONS CENTER

3555 VETERANS MEMORIAL DRIVE,
CAPE GIRARDEAU, MISSOURI, 63701



LOCATION MAP
NOT TO SCALE

SHEET INDEX

R0.1	COVER SHEET, GENERAL NOTES, SHEET INDEX
R1.2	RECORD PLAT
R2.1	CIVIL SITE PLAN
R4.1	SANITARY SEWER PLAN AND PROFILE
R5.1	WATER MAIN PLAN AND PROFILE

Quantities List for Proposed City Infrastructure
for Emergency Operations Center

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	8" SDR-35 PVC Sewer Main	LF	302.8
2	Sanitary Sewer Manhole	Each	2
3	8" C-900 PVC Water Main	LF	90
4	Water Line M.J. Tee	Each	1
5	Fire Hydrant assembly	Each	1
6	8" Gate Valve and Cap	Each	1



ENGINEERING & LAND SURVEYING, INC.
194 COKER LANE
CAPE GIRARDEAU, MO. 63701
PH: (573) 335-3026
WWW.KOEHLERENGINEERING.COM

N 695
Eng Proj # 1216



KE KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.
MO LS COA: LS 000262 MO ENGINEERING COA: 2003019834
Civil Engineering and Surveying Services
194 Coker Lane
Cape Girardeau, MO 63701
Phone: 573.335.3026 www.koehlerengineering.com

RECORD PLANS FOR
CAPE GIRARDEAU COUNTY
EMERGENCY OPERATIONS CENTER
3555 VETERANS MEMORIAL DRIVE
CAPE GIRARDEAU, MISSOURI

SEAL
STATE OF MISSOURI
07/20/24
CHRISTOPHER
L. KOEHLER
NUMBER
PE-5774
PROFESSIONAL ENGINEER
CHRISTOPHER L. KOEHLER - ENGINEER
PE-5874
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REV	DATE	DESCRIPTION
1	07/20/24	ADDRESSSED CITY REVIEW COMMENTS
2	08/27/24	ADDRESSSED CITY REVIEW COMMENTS
3	09/20/24	ADDRESSSED CITY REVIEW COMMENTS

COVER SHEET,
GENERAL NOTES,
SHEET INDEX
KELS PACT NO. 38752 OWNR PACT NO.
DESIGNED BY AG SHEET NO.
DRAWN BY AG
CHECKED BY CK
DATE 04.11.2024

R0.1

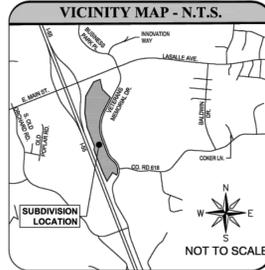
RECORD PLAT FOR EOC SUBDIVISION

ALL OF LOT 2 OF GREATER CAPE GIRARDEAU BUSINESS PARK - PHASE III, AS RECORDED IN DOCUMENT NO. 2016-01888 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, BEING IN UNITED STATES PRIVATE SURVEY NUMBERS 202 AND 790, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

LINE #	DIRECTION	LENGTH
L1	S33° 27' 49" W	156.14'
L2	S00° 20' 56" W	193.24'
L3	S23° 36' 15" W	44.15'
L4	S03° 26' 42" E	60.91'
L5	S28° 37' 41" W	41.37'
L6	S22° 07' 49" W	120.52'
L7	S35° 48' 34" W	44.87'
L8	S51° 13' 03" E	46.38'



SUBDIVISION NOTES

RECORD OWNERS
TOUCHDOWN DEVELOPMENT GROUP LLC
DOC. NO. 2022-11943
CAPE GIRARDEAU COUNTY
DOC. NO. 2022-13123
CITY OF CAPE GIRARDEAU
DOC. NO. 2014-06687

ZONING REGULATIONS
M1 - LIGHT MANUFACTURING/INDUSTRIAL

SETBACKS:
FRONT: TWENTY-FIVE (25) FEET.
REAR: TWENTY-FIVE (25) FEET.
SIDE: NONE, EXCEPT ON A LOT ABUTTING A RESIDENTIAL DISTRICT THERE SHALL BE A SIDE YARD OF NOT LESS THAN TEN (10) FEET ON THE SIDE OF THE LOT ABUTTING THE RESIDENTIAL DISTRICT.

MAXIMUM HEIGHT: 40 FEET EXCLUDING SIGNS, SMOKESTACKS, AND DUST COLLECTION SYSTEMS.

MINIMUM LOT AREA: NONE.
MINIMUM LOT WIDTH: NONE.

LOT SIZES
TOTAL NUMBER OF LOTS: 3 LOTS
LARGEST LOT AREA: 956,045 SF
SMALLEST LOT AREA: 72,552 SF
TOTAL SUBDIVISION AREA: 1,301,836 SF (29.88 ACRES)

FLOODPLAIN NOTE
THIS PROPERTY FALLS WITHIN FEMA FLOOD HAZARD "ZONE X" AND FLOODWAY "ZONE AE" AS INDICATED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2801C 0183 E WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2011.

EXCEPTION NOTE
AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED CROSS-ACCESS EASEMENT BETWEEN LOTS 1, 2, AND 3.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COCKER LANE, CAPE GIRARDEAU, MO 63701
(573) 335-3049

SUBDIVISION DEDICATION

THE UNDERSIGNED, TOUCHDOWN DEVELOPMENT GROUP LLC, A MISSOURI LIMITED LIABILITY COMPANY, CAPE GIRARDEAU COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI, AND THE CITY OF CAPE GIRARDEAU, A MISSOURI MUNICIPAL CORPORATION, OWNERS IN FEE OF ALL OF LOT 2 OF GREATER CAPE GIRARDEAU BUSINESS PARK - PHASE III, AS RECORDED IN DOCUMENT NO. 2016-01888 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, BEING IN UNITED STATES PRIVATE SURVEY NUMBERS 202 AND 790, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERNMOST CORNER OF SAID LOT NO. 2, SAID POINT BEING MARKED BY A FOUND MISSOURI DEPARTMENT OF TRANSPORTATION 5/8" URBAN RIGHT OF WAY MARKER, SAID RIGHT OF WAY MARKER BEING LOCATED ON THE EAST LINE OF INTERSTATE '55', 155.00 FEET OPPOSITE AND NORMAL TO CENTERLINE STATION 927+35; THENCE WITH THE EAST LINE OF SAID INTERSTATE '55', NORTH 25°34'42" WEST, 335.89 FEET; THENCE NORTH 21°17'37" WEST, 622.30 FEET; THENCE NORTH 07°04'31" EAST, 113.65 FEET; THENCE NORTH 21°17'37" WEST, 622.30 FEET; THENCE NORTH 07°38'58" WEST, 453.44 FEET; THENCE NORTH 29°34'15" EAST, 501.24 FEET; TO THE INTERSECTION OF THE EAST LINE OF INTERSTATE '55' AND THE SOUTH LINE OF LASALLE AVENUE; THENCE WITH THE SOUTH LINE OF SAID LASALLE AVENUE, NORTH 48°35'50" EAST, 208.51 TO THE MOST NORTHWESTLY CORNER OF LOT NO. 1 OF SAID GREATER CAPE GIRARDEAU BUSINESS PARK PHASE III; THENCE LEAVING THE SOUTH LINE OF SAID LASALLE AVENUE AND WITH THE WEST LINE OF SAID LOT 1, SOUTH 12°34'41" EAST, 308.47 FEET; THENCE SOUTH 44°15'24" EAST, 336.55 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT NO. 1 OF GREATER CAPE GIRARDEAU BUSINESS PARK PHASE III, SAID POINT BEING ON THE WEST LINE OF VETERANS MEMORIAL DRIVE, THENCE WITH SAID WEST LINE, SOUTH 27°48'11" WEST, 456.77 FEET; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2050.00 FEET A DISTANCE OF 866.88 FEET THE CHORD OF SAID ARC BEARS SOUTH 33°11'11" WEST, 866.84 FEET; THENCE SOUTH 20°40'49" EAST, 483.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 250.50 FEET THE CHORD OF SAID ARC BEARS SOUTH 35°56'59" EAST 247.54 FEET; THENCE SOUTH 51°13'03" EAST 46.38 FEET; THENCE ALONG THE ARC TO THE RIGHT HAVING A RADIUS OF 370.00 FEET A DISTANCE OF 471.65 FEET THE CHORD OF SAID ARC BEARS SOUTH 14°41'38" EAST, 440.39 FEET; THENCE LEAVING THE WEST LINE OF VETERANS MEMORIAL DRIVE, NORTH 59°42'42" WEST, 153.16 FEET; THENCE SOUTH 39°29'39" WEST, 155.99 FEET; THENCE SOUTH 87°27'49" WEST, 156.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.88 ACRES, MORE OR LESS.

HEREBY CAUSE SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "EOC SUBDIVISION". THE NEW PUBLIC UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS. THE NEW PUBLIC STORMWATER DRAINAGE AND DETENTION EASEMENT AND THE NEW 20-FOOT WIDE ACCESS EASEMENT SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PURPOSES OF PUBLIC STORMWATER DRAINAGE AND DETENTION AND ACCESS THEREOF.

MORGAN LAKE, MANAGER
TOUCHDOWN DEVELOPMENT GROUP LLC
STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MORGAN LAKE, WHO, BEING BY ME DULY SWORN, DID STATE THAT HE IS THE MANAGER OF TOUCHDOWN DEVELOPMENT GROUP LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

APPROVED BY THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS BY ORDINANCE NO. _____, PASSED AND APPROVED THIS _____ DAY OF _____, A.D., 20____.

CITY CLERK, CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

FILED FOR RECORD THIS _____ DAY OF _____, A.D., 20____.

IN DOCUMENT NUMBER _____

ANDREW DAVID BLATTNER, RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MISSOURI

CLINT TRACY, PRESIDING COMMISSIONER
CAPE GIRARDEAU COUNTY
STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CLINT TRACY, WHO, BEING BY ME DULY SWORN, DID STATE THAT HE IS THE PRESIDING COMMISSIONER OF CAPE GIRARDEAU COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF MISSOURI, AND THAT HE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT ON BEHALF OF SAID COUNTY, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COUNTY.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

DR. KENNETH HASKIN, CITY MANAGER
CITY OF CAPE GIRARDEAU
STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DR. KENNETH HASKIN, WHO, BEING BY ME DULY SWORN, DID STATE THAT HE IS THE CITY MANAGER OF THE CITY OF CAPE GIRARDEAU, A MISSOURI MUNICIPAL CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE OFFICIAL 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 HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC: _____

PLAT REFERENCES

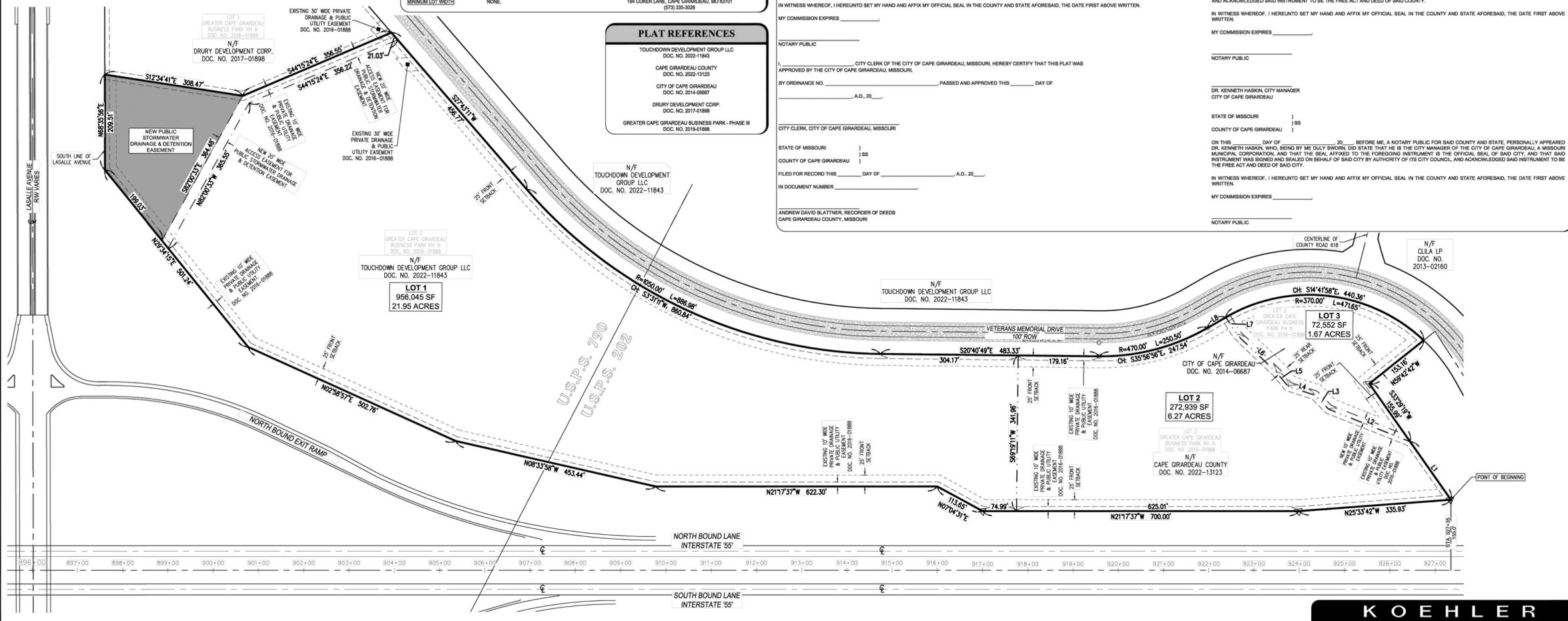
TOUCHDOWN DEVELOPMENT GROUP LLC
DOC. NO. 2022-11943

CAPE GIRARDEAU COUNTY
DOC. NO. 2022-13123

CITY OF CAPE GIRARDEAU
DOC. NO. 2014-06687

DRURY DEVELOPMENT CORP.
DOC. NO. 2017-01898

GREATER CAPE GIRARDEAU BUSINESS PARK - PHASE III
DOC. NO. 2016-01888

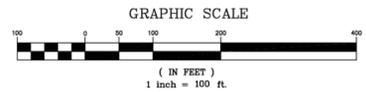


STORMWATER MANAGEMENT NOTE

THE OWNER OF EACH LOT WITHIN THE SUBDIVISION IS JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL COMPONENTS OF THE STORMWATER MANAGEMENT SYSTEM NOT LOCATED IN A PUBLIC RIGHT-OF-WAY OR A PUBLIC DRAINAGE OR DETENTION EASEMENT AS REQUIRED BY CHAPTER 23 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI. THIS PROVISION HEREBY CONSTITUTES A DEED RESTRICTION IN SATISFACTION OF CHAPTER 28 OF SAID CODE OF ORDINANCES. SAID DEED RESTRICTION IS PERPETUAL AND SHALL RUN WITH THE LAND.

LEGEND

	= FOUND 1/2" IRON ROD		= NEW LOT LINE
	= NOT TO SCALE		= CENTERLINE
	= SUBDIVISION BOUNDARY LINE		= BUILDING SETBACK LINE
	= NEW PUBLIC STORMWATER DRAINAGE & DETENTION EASEMENT		= EXISTING EASEMENT LINE
			= NEW EASEMENT LINE



KOEHLER

Professional Engineers & Land Surveyors

194 Cocker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
M.O. P.E.S. Corp. Certificate #000262

DATE	DESCRIPTION	INITIALS
04/11/23	DESIGNED BY	SUSAN COOBS
04/11/23	CHECKED BY	CHRISTOPHER KOEHLER
04/11/23	SURVEY DATE	JANUARY 2023
04/11/23	DRAWING DATE	MARCH 15, 2023
04/11/23	DRAWING NO	38792

CoCG DIGITAL STAMP

KOEHLER

ENGINEERING AND
LAND SURVEYING, INC.

MO LS COA. LS 000262 MO ENGINEERING COA. 2003016834
Civil Engineering and Surveying Services
Phone: 573.335.3026 www.koehlerengineering.com

RECORD PLANS FOR
CAPE GIRARDEAU COUNTY
EMERGENCY OPERATIONS CENTER
3565 VETERANS MEMORIAL DRIVE
CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI
Professional Engineer
CHRISTOPHER L. KOEHLER
NUMBER PE-5774
EXPIRES 07/20/24

REV#	DATE	DESCRIPTION
1	07/11/23	ADDRESSED CITY REVIEW COMMENTS
2	08/27/23	ADDRESSED CITY REVIEW COMMENTS
3	09/20/23	ADDRESSED CITY REVIEW COMMENTS

RECORD PLAT

KELS PACT NO. _____ OWRN PACT NO. _____

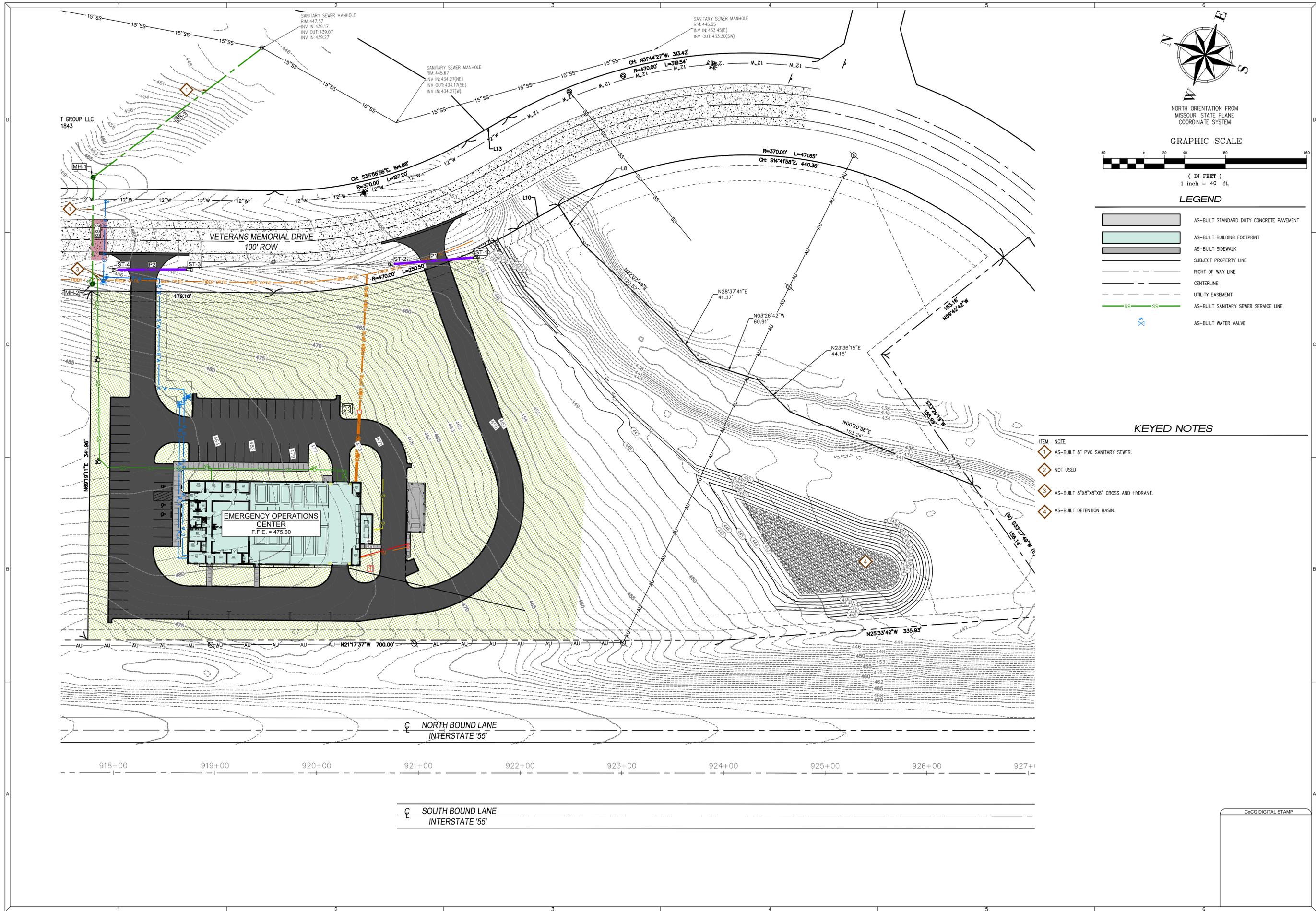
DESIGNED BY AG SHEET NO. _____

DRAWN BY AG

CHECKED BY CR

DATE 04.11.2024

R1.2



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

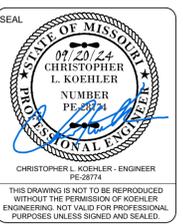
- LEGEND**
- AS-BUILT STANDARD DUTY CONCRETE PAVEMENT
 - AS-BUILT BUILDING FOOTPRINT
 - AS-BUILT SIDEWALK
 - SUBJECT PROPERTY LINE
 - RIGHT OF WAY LINE
 - CENTERLINE
 - UTILITY EASEMENT
 - AS-BUILT SANITARY SEWER SERVICE LINE
 - AS-BUILT WATER VALVE

- KEYED NOTES**
- | ITEM | NOTE |
|------|--------------------------------------|
| 1 | AS-BUILT 8" PVC SANITARY SEWER. |
| 2 | NOT USED |
| 3 | AS-BUILT 8"x8"x8" CROSS AND HYDRANT. |
| 4 | AS-BUILT DETENTION BASIN. |

KE KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.

MO LS COA: LS 000262 MO ENGINEERING COA: 2003016834
Civil Engineering and Surveying Services
Professional Engineer License No. 03701
Phone: 573.335.3028 www.koehlerengineering.com

RECORD PLANS FOR
CAPE GIRARDEAU COUNTY
EMERGENCY OPERATIONS CENTER
3565 VETERANS MEMORIAL DRIVE
CAPE GIRARDEAU, MISSOURI



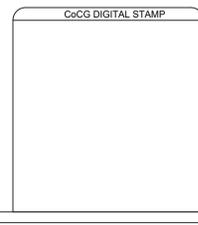
REV#	DATE	DESCRIPTION
1	07/20/24	07/20/24 ADDRESSED CITY REVIEW COMMENTS
2	08/27/24	08/27/24 ADDRESSED CITY REVIEW COMMENTS
3	09/20/24	09/20/24 ADDRESSED CITY REVIEW COMMENTS

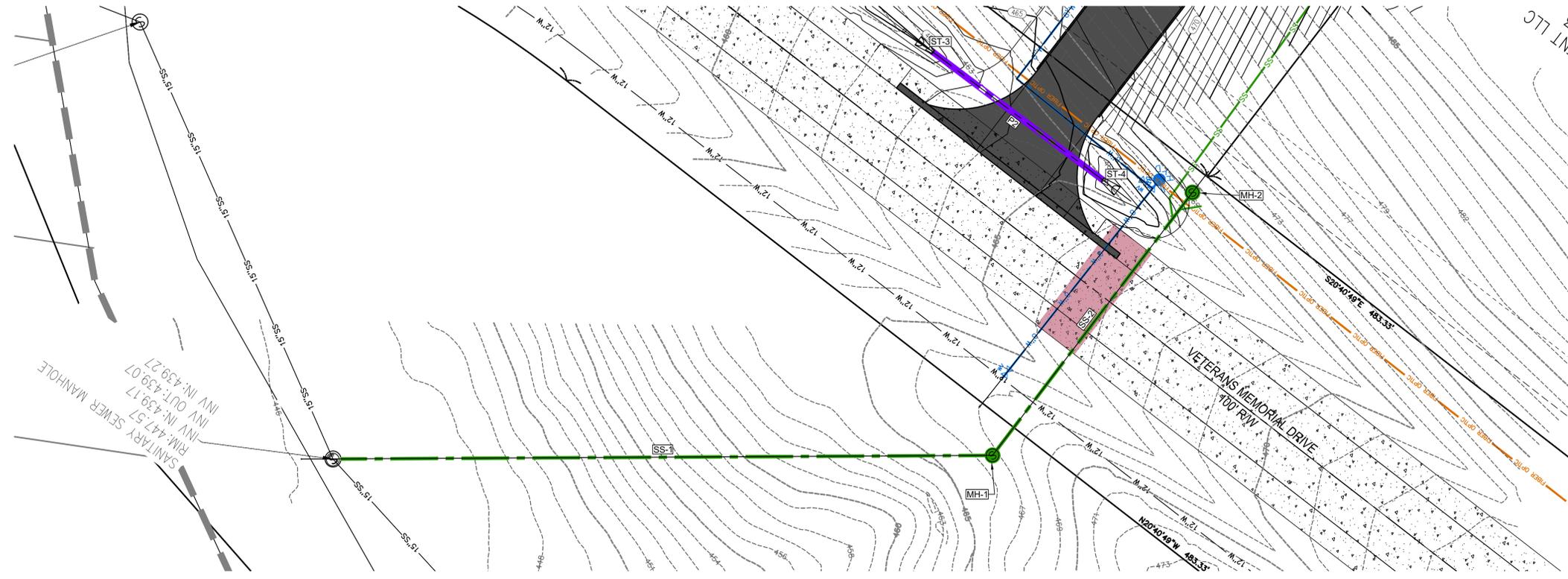
CIVIL SITE PLAN

KELS PACT NO.	OWNR PACT NO.
DESIGNED BY	SHEET NO.
DRAWN BY	AG
CHECKED BY	AG
DATE	CR

R2.1

04.11.2024

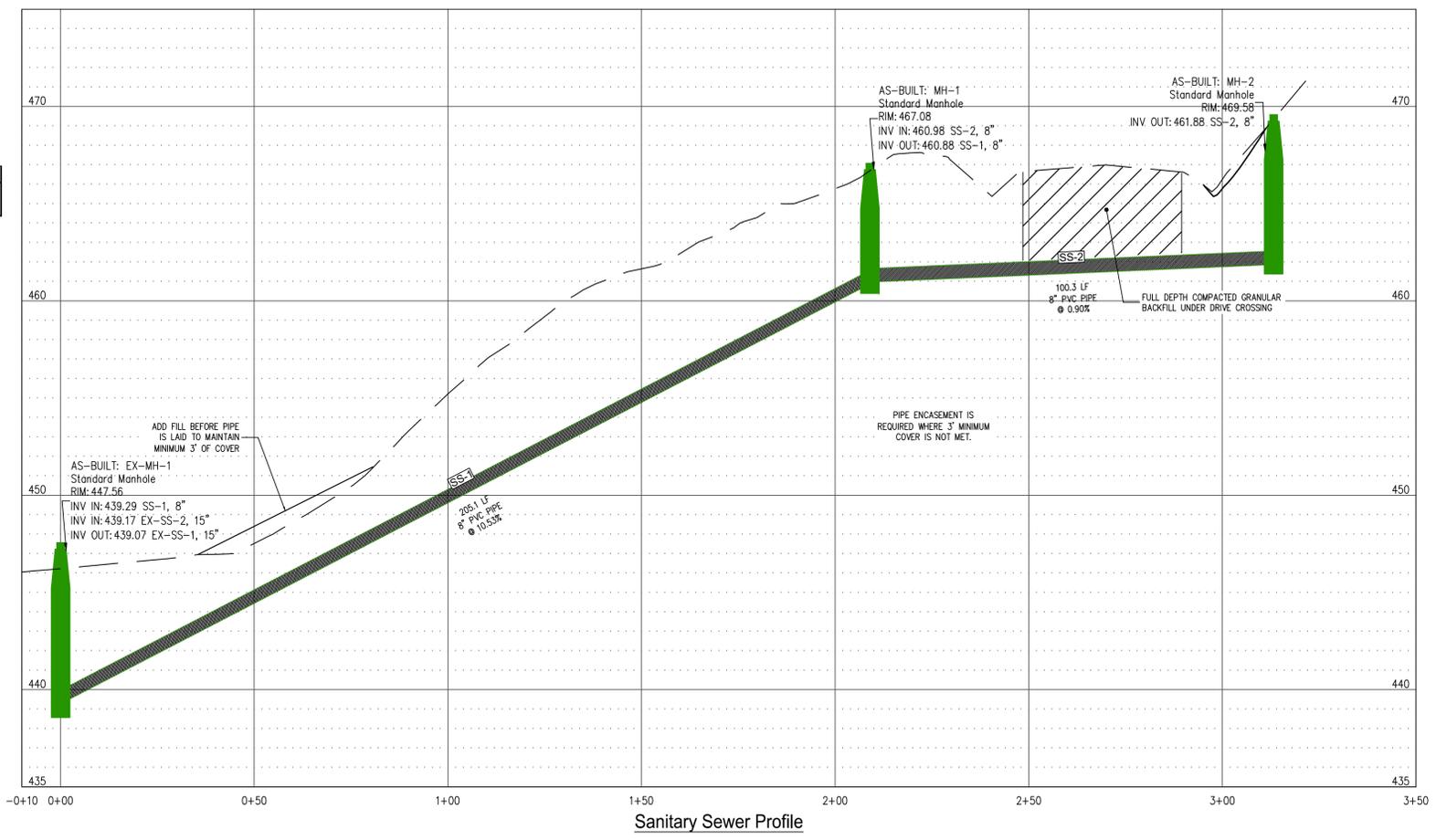




SANITARY SEWER PLAN

SANITARY SEWER WYE REPORT

FROM MH	TO MH	STATION	R/L	LENGTH (ft)	LOT SERVED
MH-1	MH-2	0+96	L	7	2
		0+99	R	7	1
Total Sanitary Service Line					14



Sanitary Sewer Profile

SANITARY SEWER PIPE SCHEDULE					
PIPE	SIZE & TYPE	LENGTH	SLOPE	U.S. FL	D.S. FL
SS-1	8" PVC PIPE	205.1 LF	10.53%	439.29	460.88
SS-2	8" PVC PIPE	100.3 LF	0.90%	460.98	461.88

SANITARY SEWER STRUCTURE SCHEDULE				
STRUCTURE	DESCRIPTION	RIM ELEV	INV (IN)	INV (OUT)
EX-MH-1	STANDARD MANHOLE	447.56	439.29 SS-1 439.17 EX-SS-2	439.07 EX-SS-1
MH-1	STANDARD MANHOLE	467.08	460.98 SS-2	460.88 SS-1
MH-2	STANDARD MANHOLE	469.58		461.88 SS-2

CoCG DIGITAL STAMP

KE KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.
MO LS COA: LS 000262 MO ENGINEERING COA: 2003016834
Civil Engineering and Surveying Services
Professional Engineer #183701
Phone: 573.335.3028 www.koehlerengineering.com

UTILITY EXTENSION PLANS FOR
CAPE GIRARDEAU COUNTY
EMERGENCY OPERATIONS CENTER
3565 VETERANS MEMORIAL DRIVE
CAPE GIRARDEAU, MISSOURI

SEAL
STATE OF MISSOURI
07/22/24
CHRISTOPHER L. KOEHLER
NUMBER PE-5774
PROFESSIONAL ENGINEER
CHRISTOPHER L. KOEHLER - ENGINEER
PE-5874

THIS DRAWING IS NOT TO BE REPRODUCED WITHOUT THE PERMISSION OF KOEHLER ENGINEERING. NOT VALID FOR PROFESSIONAL PURPOSES UNLESS SIGNED AND SEALED.

REV	DATE	DESCRIPTION
1	05.11.24	ADDRESS CITY REVIEW COMMENTS
2	05.25.24	ADDRESS CITY REVIEW COMMENTS
3	06.26.24	ADDRESS CITY REVIEW COMMENTS
4	08.17.24	ADDRESS CITY REVIEW COMMENTS
5	09.07.24	ADDRESS CITY REVIEW COMMENTS
6	09.22.24	REVIEWED DETENTION BASIN DESIGN

SANITARY SEWER PLAN AND PROFILE
KELS PACT NO. 38752 OWN'R PACT NO.
DESIGNED BY AG, AR
DRAWN BY AG, AR SHEET NO.
CHECKED BY CK
DATE 04.11.2023 **R4.1**

Staff: Jake Garrard, PE, City Engineer
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-224

SUBJECT

Motion to accept the sanitary sewer main improvements to serve the Rhodes 101 at 2146 William Street, in the City of Cape Girardeau.

BACKGROUND/DISCUSSION

Public sanitary sewer main improvements constructed to serve the Rhodes 101 are as follows:

SEWER MAIN

- 8" PVC Sewer Main - 259 LF
- 4' Diameter Sanitary Sewer Manhole - 2 Each

These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

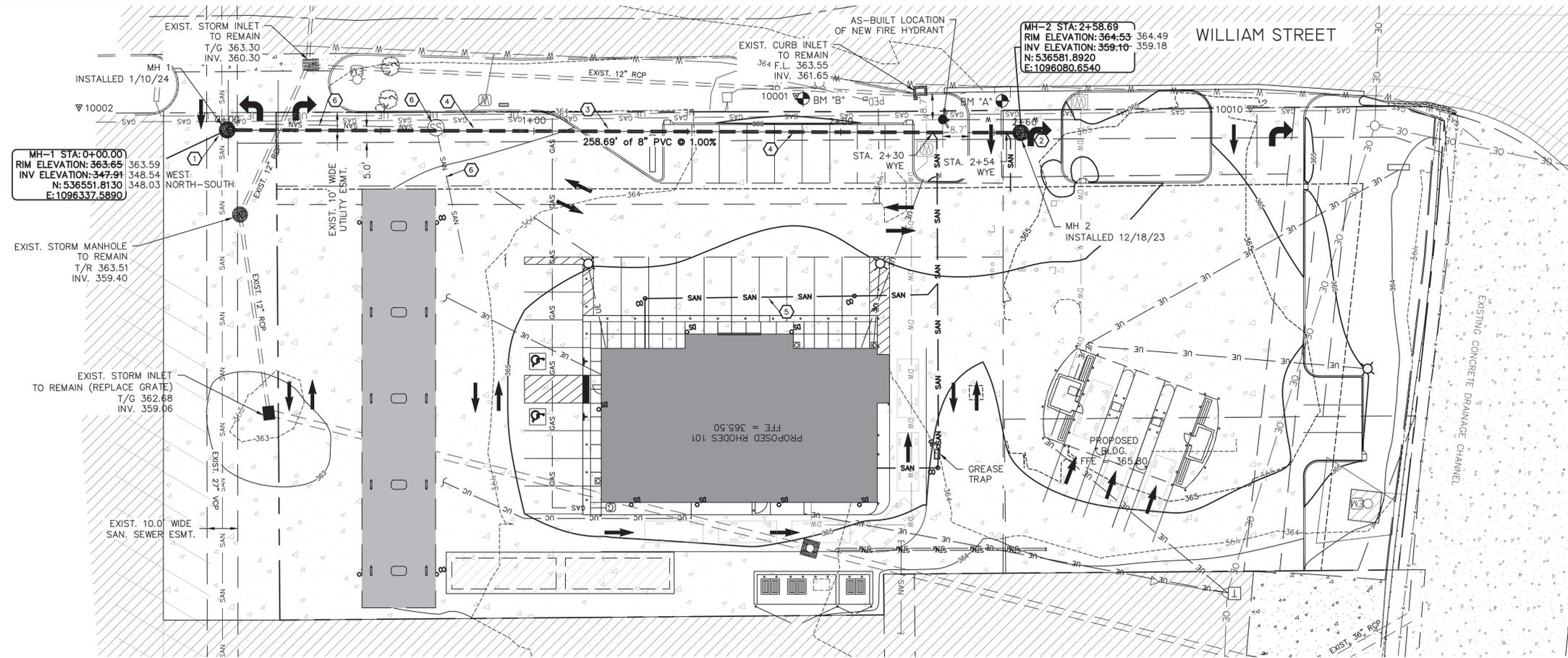
The sanitary sewer main improvements were installed by private contractor. Once accepted into the City system, the City will pay for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

Staff recommends the Council accept, by motion, the sanitary sewer main improvements to serve the property at 2146 William Street, into the City System.

ATTACHMENTS:

Name:	Description:
N_691_Rhodes_101_Gas_Station_2146_William_St_As_Built_Page_SS_1.pdf	As-Built Plan

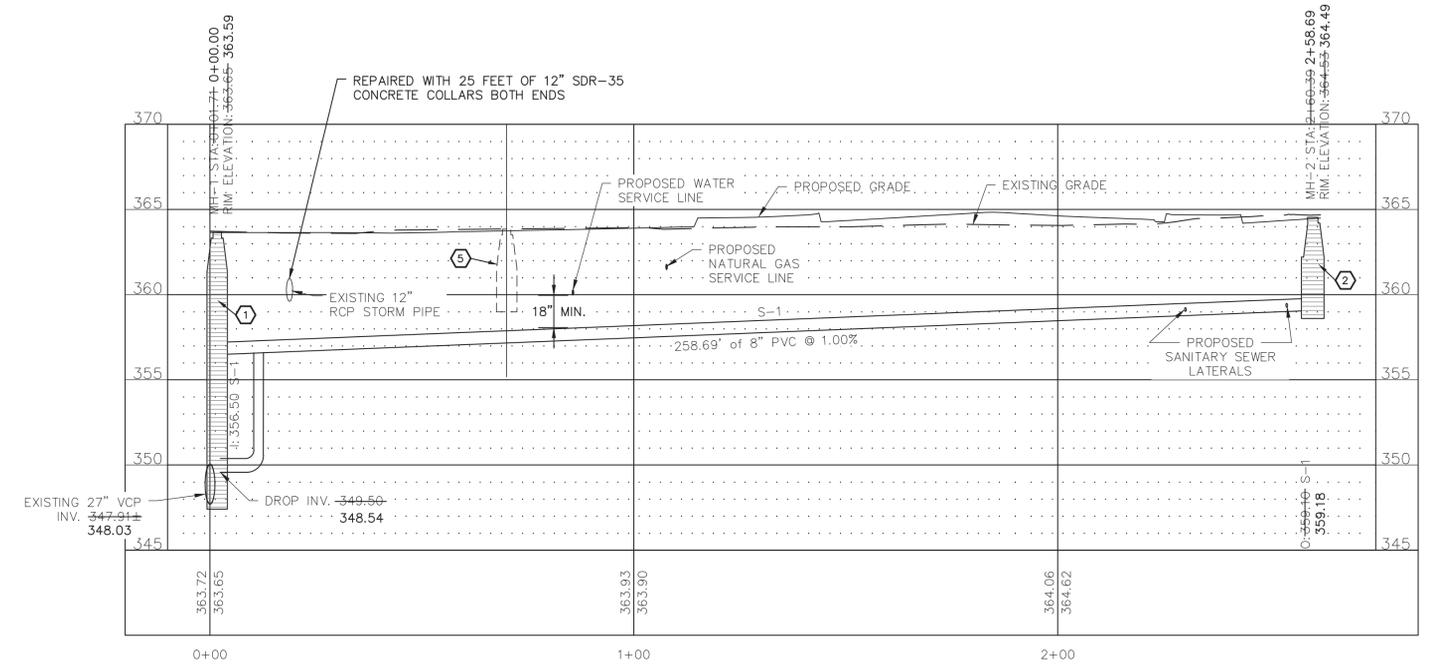
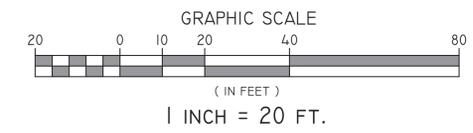


MH-1 STA: 0+00.00
RIM ELEVATION: 363.65
INV ELEVATION: 347.91
N: 536551.8130
E: 1096337.5890

MH-2 STA: 2+58.69
RIM ELEVATION: 364.53
INV ELEVATION: 359.10
E: 1096080.6540

1 SANITARY SEWER MAIN PLAN VIEW
SCALE: 1" = 20'

SEWER COMPLETE 1/10/24

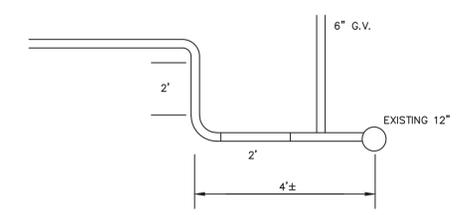


2 SANITARY SEWER MAIN PROFILE VIEW
SCALE: HORIZ. 1" = 20' VERT 1" = 5'

- KEY NOTES:**
- 1 INSTALL DOGHOUSE MANHOLE WITH DROP. SEE DETAILS 2 & 3, SHEET C8.4.
 - 2 INSTALL STANDARD SANITARY MANHOLE WITH FRAME & LID. SEE DETAIL 1, SHEET C8.4.
 - 3 INSTALL UNIMPROVED SURFACE TRENCH. SEE DETAIL 5, SHEET C8.3.
 - 4 INSTALL IMPROVED SURFACE TRENCH. SEE DETAIL 7, SHEET C8.3.
 - 5 INSTALL 4" PVC SANITARY SEWER LATERAL LINES.
 - 6 EXISTING SANITARY SEWER STRUCTURES AND SERVICE LINE TO BE DEMOLISHED AS DIRECTED BY UTILITY DEPARTMENT. EXISTING LINE REMAINING SHALL BE CUT AND CAPPED. THE VOID OR DITCH SHALL BE UNDERCUT AN ADDITIONAL 18" MINIMUM (FIELD CONDITIONS AND INSPECTION WILL GOVERN THE ACTUAL UNDERCUT), AND BACKFILLED IN MAXIMUM 12 INCH LIFTS FULL DEPTH TO SUBGRADE WITH CRUSHED STONE. CONTRACTOR SHALL COORDINATE WORK SUCH THAT MINIMAL INTERRUPTIONS IN SANITARY SEWER SERVICE ARE EXPERIENCED BY THE OWNER.

PROPOSED WYES AT LATERAL CONNECTIONS:

STATION	EXT	C	REMARKS
2+30 RT.	6'	5'	RHODES GAS STATION
2+54 RT.	19'	7'	PROPOSED BLDG SUB SHOP



N-691
Eng Proj # 1218
As-Built page



PROJECT NO. 22386 DATE AUG 27, 2024

REV.	DESCRIPTION	CHECKED BY	DATE

BACON | FARMER | WORKMAN
ENGINEERING & TESTING, INC.
1218 DUNDAS DRIVE
400 N. COURT STREET
PHONE: 417.892.8900
FAX: 417.892.8901



SANITARY SEWER PLAN & PROFILE AS-BUILT
RHODES 101
2146 WILLIAMS STREET
CAPE GIRARDEAU, MISSOURI 63703
THE RHODES GROUP

SHEET
SS-1.0

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-

SUBJECT

An Ordinance approving the record plat of Ponder's Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot single-family residential subdivision at 23 North West End Boulevard and 1419 Whitener Street.

BACKGROUND/DISCUSSION

A record plat has been submitted for Ponder's Subdivision, located at 23 North West End Boulevard and 1419 Whitener Street. The properties are zoned R-3 (High Density Single-Family Residential). The plat reconfigures two residential lots to create two new lots. The plat shows a variance for a reduced lot area for Lot 2. Staff supports the variance because the plat is intended to eliminate a driveway encroachment and a detached garage encroachment. Moving the lot line to eliminate the encroachments will benefit both property owners. In addition, the plat shows an exception for the omission of the required 10-foot utility easement along the rear lot lines of Lots 1 and 2. Staff supports the exception because there are no existing or proposed utilities within the areas where the easement is required.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its August 14, 2024 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:	
Name:	Description:
24-140-RP_Ponders_Sub.doc	Ordinance
Staff_Review_Referral_Action_Form.pdf	Ponder's Subdivision - Staff RRA Form
Map_-_Ponder_s_Subdivision.pdf	Ponder's Subdivision - Map
Application_-_Ponder_s_Subdivision.pdf	Ponder's Subdivision - Application
S24059.pdf	Ponder's Subdivision - Record Plat

BILL NO. 24-140

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE
RECORD PLAT OF PONDER'S SUBDIVISION

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

ARTICLE 1. The record plat of Ponder's Subdivision, being a resubdivision of Lot 1, Block 3 of Russell & Whiteners Addition, as Recorded in Plat Book 2, at Page 22 in the Land Records of the Recorder's Office and Being a Part of Outlot No. 41, United States Private Survey No. 2199, Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau, State Of Missouri, submitted by Paul S. Ponder and Robert I. and Brenda L. Houchins, bearing the certification of R. Christopher Bowen, a Registered Land Surveyor, dated the 6th day of November, 2024, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



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

FILE: **Ponder's Subdivision**

LOCATION: SW Corner of Whitener Street &
North West End Boulevard

STAFF REVIEW & COMMENTS:

A record plat has been submitted to reconfigure two (2) lots at the southwest corner of Whitener Street and North West End Boulevard. SEE STAFF REPORT FOR MORE DETAILS.



City Planner

7/30/24

Date

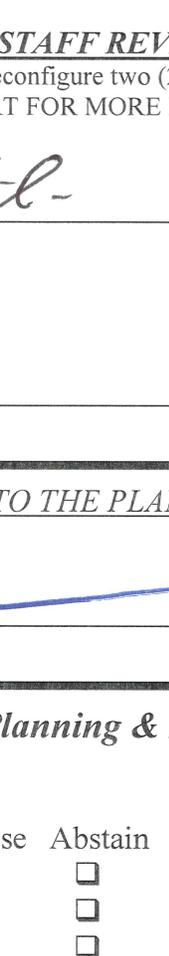


City Attorney

7/30/24

Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



City Manager

Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sommer McCauley-Perdue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



Chris Martin
Planning & Zoning Commission Secretary

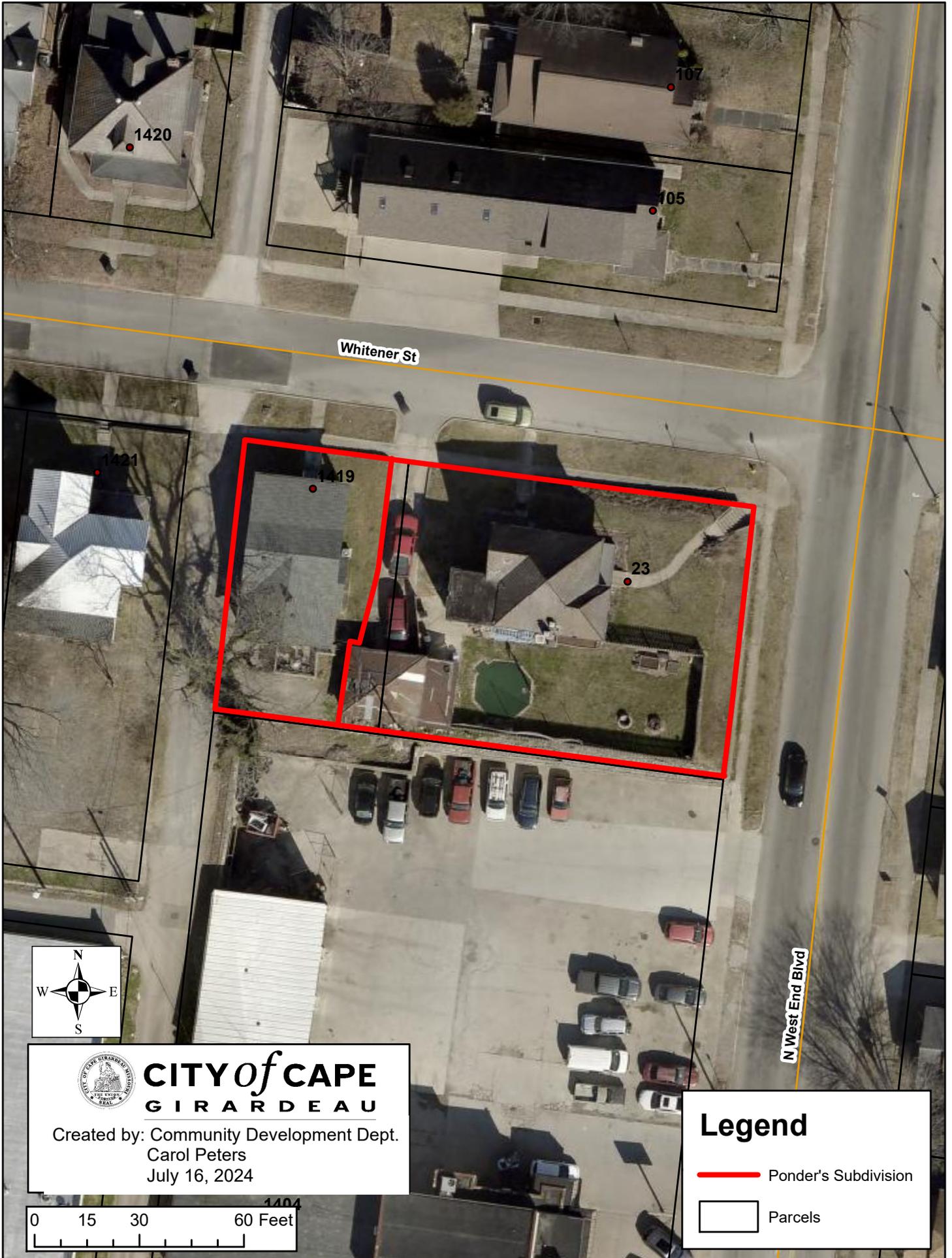
City Council Action

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

ORDINANCE # _____

Effective Date: _____

Ponder's Subdivision



Whitener St

N West End Blvd



CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
July 16, 2024

Legend

-  Ponder's Subdivision
-  Parcels





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

COMMUNITY DEVELOPMENT DEPARTMENT, 44 NORTH LORIMIER STREET, CAPE GIRARDEAU, MO 63701 (573) 339-6327

Name of Subdivision PONDER'S SUBDIVISION		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant Paul Ponder		Property Owner of Record <input type="checkbox"/> Same as Applicant	
Mailing Address 23 N West End	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone 573-579-4174	Email paul@mobeer.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Paul Ponder		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Bowen Engineering & Surveying		Developer (if other than Applicant)	
Mailing Address 2121 Megan Drive	City, State, Zip Cape Girardeau, MO	Mailing Address	City, State, Zip
Telephone 573-339-5900	Email chriskelley@bowenengsurv.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

- Review Fee (payable to City of Cape Girardeau)
\$21.00 per lot (**\$210.00 minimum**)
- Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	\$46.00	\$26.00
24" x 36"	\$71.00	\$31.00

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)
- One (1) full size print of the plat
- Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
- Completed minimum requirements checklist

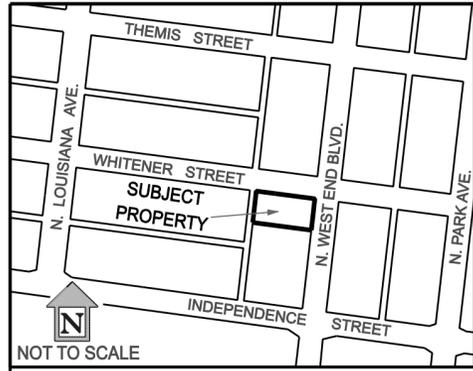
CERTIFICATION

I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. Furthermore, I hereby acknowledge that the plat submitted with this application must meet certain requirements in order to be approved including, but not limited to: a) successfully addressing all review comments, and b) any and all new public improvements for the subdivision being completed and/or covered under a performance guarantee agreement in accordance with the City's Code of Ordinances. If I am an agent, I hereby certify that I have notified the Property Owner(s) of Record and the developer of these requirements.

 CHRIS KELLEY
 Applicant Signature and Printed Name

07/15/2024
 Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>7-15-24</u>		<u>15518</u>	
Review Fee Received \$	Recording Fee Received \$	<input checked="" type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
<u>220</u>	<u>46</u>	<u>31397</u>	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date



RECORD PLAT PONDER'S SUBDIVISION

A Resubdivision of Lot 1, Block 3 of Russell & Whiteners Addition,
as Recorded in Plat Book 2, at Page 22 in the Land Records of the Recorder's Office
and Being a Part of Outlot No. 41, United States Private Survey No. 2199,
Township 30 North, Range 14 East of The Fifth Principal Meridian,
City and County of Cape Girardeau, State Of Missouri

SURVEY NOTES:

This Survey Creates A New 2 Lot Subdivision From
The Parent Tracts Recorded In Document No. 2013-02666,
Document No. 2019-00097, and Document No. 2024-08471

Measured Dimensions Shown Without Parentheses
Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East
CORS Station MOJK Of The MoDOT GPS RTK Network

Latitude 37° 24' 44.45840" North
Longitude 89° 39' 00.22115" West
Ellipsoid Height 384.012 U.S. Survey Feet
Northing 575,957.276 U.S. Survey Feet
Easting 1,067,059.319 U.S. Survey Feet
Elevation 476.96 U.S. Survey Feet

As Published On National Geodetic Data Sheets,
Retrieval Date December 28, 2023 And Converted
From Meters To U.S. Survey Feet.

Survey Class - Urban

A Variance is Shown for the Reduced Lot Area for Lot 2.

An Exception is Shown for the Omission of the Required 10-Foot
Utility Easement Along the Rear Lot Lines of Lots 1 and 2.

REFERENCES:

Russell & Whiteners Addition, Plat Book No. 2, Page No. 22

Missouri Special Warranty Deed, Doc. No. 2013-02666 (Subject)
General Warranty Deed, Doc. No. 2019-00097 (Subject)
General Warranty Deed, Doc. No. 2024-08471 (Subject)
General Warranty Deed, Book No. 420, Page No. 626 (Adjoiner)
Ingress-Egress Easement, Book No. 134, Page No. 461
Release and Termination of Easement, Doc. No. 2024-08470

Online Mapping Records For Cape Girardeau, County,
<https://maps.camavision.com/capegirardeaumo>

ZONING AND LOT INFORMATION:

Zoning: R-3, High Density Single-Family Residential
Maximum Height: 2 - 1/2 Stories not to Exceed 35 feet
Minimum Lot Area: 5,000 Square Feet
Minimum Lot Width: Thirty (30) Feet
Minimum Yard Requirements:
Front Yard - Twenty (20) Feet
Rear Yard - Twenty (20) Feet
Side Yard - Three (3) Feet

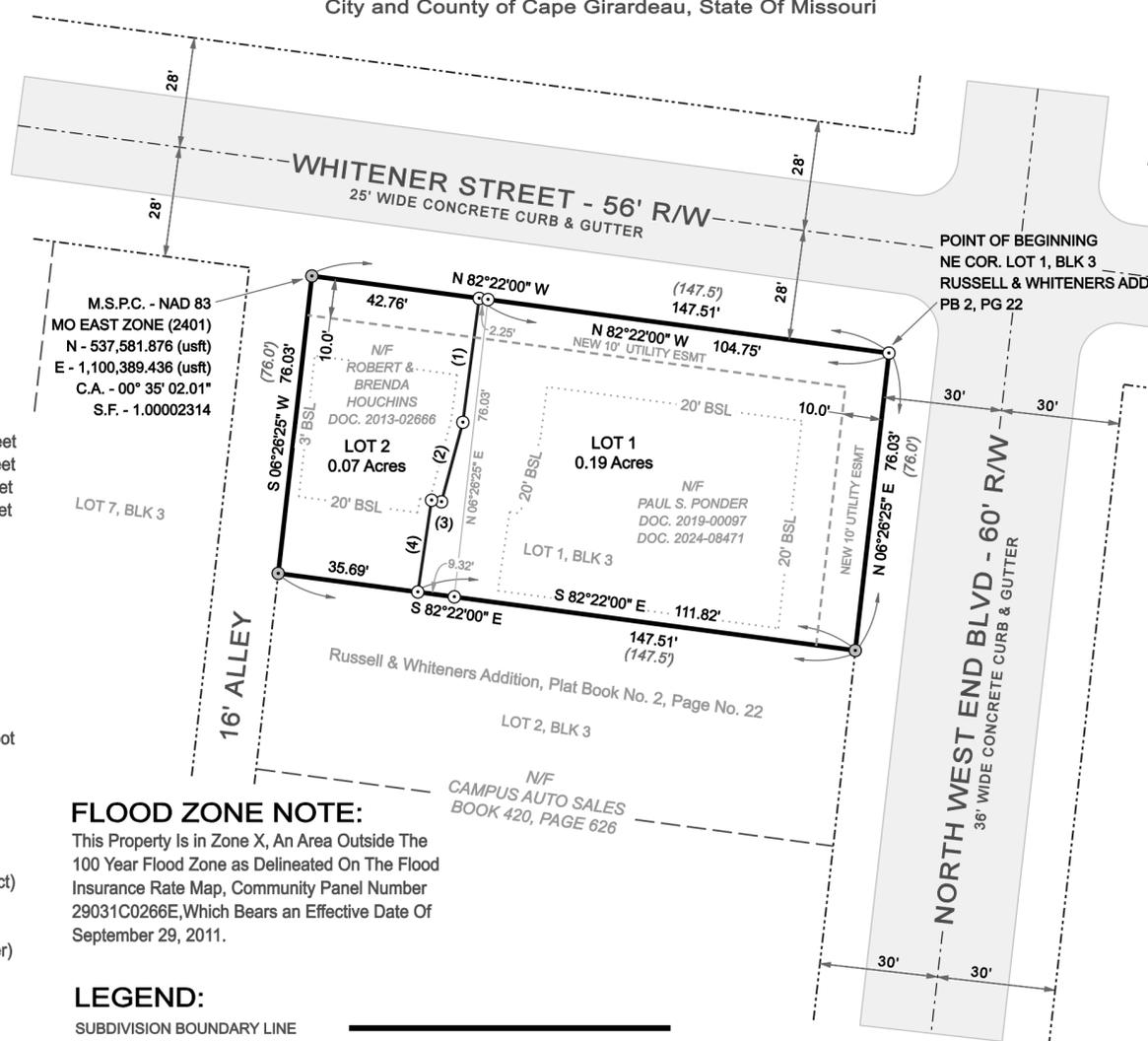
The Above Requirements Apply to Single-Family Uses with Side Yards
less than Fifteen (15) Feet in Width.

Lot 1 Side (South) Setback is 3 Feet
Lot 2 Front (North) Setback is 20 Feet
Lot 2 Side (East) Setback is 3 Feet

Number of Lots = 2
Lot 1 - 0.19 Acres (8,173 sq. ft.)
Lot 2 - 0.07 Acres (3,041 sq. ft.)
Total Area of Subdivision - 0.26 Acres (11,214 sq. ft.)

SURVEY MONUMENT NOTES:

- ⊙ - FOUND 1/2" IRON PIN (AS NOTED)
- - SET 1/2" IRON PIN



FLOOD ZONE NOTE:

This Property Is in Zone X, An Area Outside The
100 Year Flood Zone as Delineated On The Flood
Insurance Rate Map, Community Panel Number
29031C0266E, Which Bears an Effective Date Of
September 29, 2011.

LEGEND:

SUBDIVISION BOUNDARY LINE	
NEW LOT LINE	
EXTERNAL PROPERTY LINE	
NEW UTILITY EASEMENT LINE	
CENTERLINE	
RIGHT OF WAY LINE	
BUILDING SETBACK LINE	
LOT LINE TO BE ELIMINATED	

LINE DIMENSION TABLE

NO.	BEARING	DISTANCE
1	S 07°27'58" W	31.77'
2	S 15°00'24" W	20.91'
3	N 81°10'26" W	2.55'
4	S 08°27'20" W	23.57'

SURVEYOR'S CERTIFICATION

This is to certify that at the request of Paul S. Ponder, the tracts
shown hereon were surveyed under my direct supervision, and the results of said
survey are represented correctly on this plat. Said survey was executed in accordance
with the current minimum standards for property boundary surveys of the Missouri
Department of Agriculture, Division of Weights and Measures. There may exist
other documents that could affect this parcel, of which an accurate and current
title search may disclose. In witness whereof, I hereunto set my seal and signature;

This **6h** Day of **November**, 2024 A.D.

R. Christopher Bowen



MO. PLS #2232

SUBDIVISION DEDICATION

The Undersigned, Paul S. Ponder, a Married Person having sole and separate ownership of property,
and Robert I. Houchins and Brenda L. Houchins, Husband and Wife, the Owners of All of Lot 1,
Block 3 of Russell & Whiteners Addition, as Recorded in Plat Book 2, at Page 22 in the Land Records
of the Recorder's Office and Being a Part of Outlot No. 41, United States Private Survey No. 2199,
Township 30 North, Range 14 East of the Fifth Principal Meridian, City and County of Cape Girardeau,
State of Missouri, Being More Particularly Described as Follows:

Beginning at a 1/2" Iron Pin (Set) at the Northeast Corner of Lot 1, Block 3 of said Russell & Whiteners
Addition, also being the intersection of the South Right of Way line of Whitener Street and the West
Right of Way line of North West End Boulevard; Thence N 82° 22' 00" W, 147.51 feet along the North
line of said Lot 1 to a 1/2" Iron Pin (Found) at the Northwest Corner thereof; Thence S 06° 26' 25" W,
76.03 feet along the West line of said Lot 1 to a 1/2" Iron Pin (Found) at the Southwest corner thereof;
Thence S 82° 22' 00" E, 147.51 feet, along the South line of said Lot 1 to a 1/2" Iron Pin (Found) at the
Southeast corner thereof also being on the West Right of Way line of North West End Boulevard;
Thence N 06° 26' 25" E, 76.03 feet along said West line to the Point of Beginning containing 0.26
acres, more or less.

Hereby declare that we have caused said land to be subdivided into lots as shown hereon, which
is a true and correct representation of said subdivision, which is hereby named Ponder's Subdivision.
The new utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri,
in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and
expansion of City water and sewer systems, and as may be authorized by said City to be used by a
public or private utility provider for purposes related to the installation, maintenance, repair,
replacement, and expansion of such utility systems.

Paul S. Ponder
Robert I. Houchins
Brenda L. Houchins

STATE OF MISSOURI) COUNTY OF CAPE GIRARDEAU) SS

Before Me, a Notary Public for Said State and County, Personally Appeared Paul S. Ponder, a Married
Person having sole and separate ownership of property, Known to Me to Be the Person Described
Herein, Who Acknowledged That He Executed the Foregoing Instrument as His Free Act and Deed.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official
Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

STATE OF MISSOURI) COUNTY OF CAPE GIRARDEAU) SS

Before Me, a Notary Public for Said State and County, Personally Appeared Robert I. Houchins and
Brenda L. Houchins, Husband and Wife, Known to Me to Be the Persons Described Herein, Who
Acknowledged That They Executed the Foregoing Instrument as Their Free Act and Deed.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official
Seal This _____ Day Of _____, 2024 A.D.

Notary Public My Term Expires

I, _____, City Clerk of The City of Cape Girardeau, Missouri,
Hereby Certify That This Plat Was Approved By The City Council of The City of Cape Girardeau,
Missouri By Ordinance No. _____ Passed and Approved,
This _____ Day Of _____, 2024 A.D.

City Clerk of the City of Cape Girardeau, Missouri

FILED FOR RECORD

State of Missouri)
County of Cape Girardeau) SS

Filed For Record This _____ Day of _____, 2024 A.D.
and Duly Recorded in Document No. _____.

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

2121 Maple Pike
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengr.com

Bowen
ENGINEERING & SURVEYING

Consulting Engineers • Land Surveyors • Testing Laboratories

Bowen Engineering & Surveying, P.C.
Engineering Corporation - Missouri State Certificate of Authority #000383
Land Surveying Corporation - Missouri State Certificate of Authority #000166

PAUL S. PONDER
23 N. WEST END BLVD.
CAPE GIRARDEAU, MO 63701

DESCRIPTION	DATE

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Bowen Engineering & Surveying, P.C.

JOB NO.	S24-059
DATE	NOV. 06, 2024
FILE	S24059.DGN
CAICE	S24059.ZIP
DWN BY	RWB
CKD BY	CCK
SCALE	1" = 30'

RECORD
PLAT

SHEET NO.
1 of 1

Staff: Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Agenda: Clerk
12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-

SUBJECT

Ordinance calling a special general election on April 8, 2025, to fill the City Council Ward 5 position.

EXECUTIVE SUMMARY

On September 28, 2024, Ward 5 Council Member Rhett Pierce resigned his position creating a vacancy in the position of Ward 5 Council Member for the City of Cape Girardeau. It is necessary to call a special election to fill this position to serve the remainder of that term.

BACKGROUND/DISCUSSION

On September 28, 2024, Ward 5 Council Member Rhett Pierce resigned his position creating a vacancy in the position of Ward 5 Council Member for the City of Cape Girardeau. Due to the vacancy, the Cape Girardeau City Charter requires the City Council to call a Special Election to fill the balance of the unexpired term, which is set to expire in April of 2028.

The filing period for this position ran from October 22, 2024, through November 19, 2024. Two people filed a sufficient petition to run for the Ward 5 City Council position. A primary election will not be required. Therefore, it is necessary to call a special general election for April 8, 2025. The deadline to give notice to place an issue on the April 8 election ballot is January 28, 2025.

STAFF RECOMMENDATION

It is recommended that the City Council consider the attached ordinance calling a special City Council election on April 8, 2025, to fill the vacant City Council Ward 5 position.

ATTACHMENTS:

Name:	Description:
24-141_Ward_5_Special_Election.ord.docx	Ordinance

BILL NO. 24-141

ORDINANCE NO. _____

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF CAPE GIRARDEAU, MISSOURI, TO ELECT A COUNCIL MEMBER IN WARD 5; DESIGNATING THE TIME OF HOLDING THE ELECTION; AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION

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

ARTICLE 1. An election is hereby ordered to be held in the City of Cape Girardeau, Missouri, on Tuesday, April 8, 2025, to elect a Council Member to fill a vacancy in Ward 5 for the unexpired term of Council Member Rhett Pierce which term expires on April 2028.

ARTICLE 2. The form of the notice of election for the election, a copy of which is hereby attached and made a part hereof, is hereby approved.

ARTICLE 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cape Girardeau County, Missouri, of the passage of this ordinance no later than 5:00 o'clock P.M. on January 28, 2025, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115, Missouri Revised Statutes, as amended.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



NOTICE OF ELECTION

CITY OF CAPE GIRARDEAU, MISSOURI

Notice is hereby given to the qualified voters of the City of Cape Girardeau, Missouri, that, pursuant to Article VII of its Charter, the City of Cape Girardeau has called an Election to be held in the City on Tuesday, April 8, 2025, commencing at 6:00 A.M. and closing at 7:00 P.M. on that day. The following is a sample of the ballot to be used at the General Election:

CITY OF CAPE GIRARDEAU
OFFICIAL BALLOT
FOR WARD 5 COUNCIL MEMBER

Mark a cross (X) mark in the box opposite the name of the candidate for whom you wish to vote.

FOR COUNCIL MEMBER -- WARD 5
(For a Term Expiring April 2028)

Eric "Red" Redinger

Bryan Johnson

The election will be held at the following polling places in the City:

WARD 5

POLLING PLACES

Precinct 5A.

Precinct 5B.

Precinct 5C.

Dated this _____ day of _____, 2025.

County Clerk of Cape Girardeau County,
Missouri

Staff: Jake Garrard, P.E., City Engineer
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-xxx

SUBJECT

An Ordinance providing for the extension of a sales tax in the amount of one-half of one percent (1/2 of 1%) for the purpose of providing revenues for transportation purposes and calling an election in the City of Cape Girardeau, Missouri, on the question of whether to extend such sales tax.

EXECUTIVE SUMMARY

The City of Cape Girardeau currently imposes a one-half of one percent (1/2 of 1%) sales tax for the purpose of providing revenues for transportation purposes. The sales tax is set to expire on December 31, 2025. This proposed ordinance re-imposes the sales tax set to expire, and calls for an election on April 8, 2025, for the purpose of approving that extension.

BACKGROUND/DISCUSSION

The Transportation Trust Fund (TTF) was first approved by voters in 1995 for TTF1. The tax was extended by voters in 2000 for TTF2; in 2005 for TTF3; in 2010 for TTF4; in 2015 for TTF5; and again in 2020. Over the life of TTF, the City has been able to accomplish some amazing projects. Several phases of Bloomfield Road, widening Mt. Auburn, Veterans Memorial Drive, Silver Springs, several phases of Sprigg, West End Boulevard, and Broadway are just a few of the streets completed via the TTF. Many maintenance projects have also been completed with TTF dollars.

The one-half of one percent (1/2 of 1%) sales tax is currently set to expire on December 31, 2025. The attached ordinance re-imposes the sales tax set to expire, and calls an election on April 8, 2025, for the purpose of approving that extension. The approval of the proposition will authorize the extension of this existing sales tax beyond its December 31, 2025 expiration date, but will not result in any increase in the amount of the tax.

STAFF RECOMMENDATION

City staff recommends that the City Council approve this ordinance providing for the extension of the one-half of one percent (1/2 of 1%) transportation sales tax which is currently set to expire on December 31, 2025, and calling an election in the City on that question on April 8, 2025.

ATTACHMENTS:

Name:	Description:
24-142_TTF_Call_for_Election_2024.Ord.doc	Ordinance
TTF-7_Committee_Recommended_Project_List_for_Council.pdf	TTF-7 Committee Recommended Project List
TTF_7_Master_Published_Map.pdf	Map of Streets
TTF-7_Final_Input_Results.pdf	Final input results
TTF-7_Public_Survey_Question_1_Results.pdf	TTF-7 Public Survey Question 1 Results

AN ORDINANCE AMENDING CHAPTER 15 OF THE CITY CODE BY EXTENDING THE ONE-HALF OF ONE PERCENT TRANSPORTATION SALES TAX AND REESTABLISHING THE CITY TRANSPORTATION TRUST FUND, AND CALLING AN ELECTION IN THE CITY OF CAPE GIRARDEAU, MISSOURI, ON THE QUESTION WHETHER TO APPROVE THE SALES TAX EXTENSION; DESIGNATING THE TIME OF HOLDING THE ELECTION; AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION

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

ARTICLE 1. An election is hereby ordered to be held in the City of Cape Girardeau, Missouri, on Tuesday, April 8, 2025, on the following question:

QUESTION

Shall the City of Cape Girardeau, Missouri, impose a sales tax of one-half of one percent for transportation purposes, such transportation sales tax extension to expire on December 31, 2030?

ARTICLE 2. The form of the notice of election for the election, a copy of which is hereby attached and made part hereof, is hereby approved.

ARTICLE 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cape Girardeau County, Missouri, of the passage of this ordinance no later than 5:00 o'clock P.M. on January 28, 2025, and to include in the notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115, Missouri Revised Statutes, as amended.

ARTICLE 4. Chapter 15, Article XVI, Sections 15-544 through 15-548 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 15-544. - Imposition, rules, regulations.

There is hereby imposed upon all sellers a tax for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo. 144.010 through 144.510, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-half of one percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo. 144.010 through 144.510, inclusive. This tax is imposed

pursuant to RSMo. 94.700 et seq. and to the extent provided in RSMo. 144.010 through 144.510, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-545. - Purpose.

The tax imposed by this article is for the purpose of providing funding for transportation purposes, as that term is defined in RSMo. 94.700, including financial support of a public mass transportation system; the construction, reconstruction, repair and maintenance of streets, roads, sidewalks, trails, community-owned parking lots, and bridges within the city; the construction, reconstruction, repair and maintenance of airports owned and operated by the city; the acquisition of lands and rights-of-way for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports; and planning and feasibility studies for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports, and may include the retirement of debt under authorized bonded indebtedness for such purposes, all within the city. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-546. - Trust fund.

(a) There is hereby established a city transportation trust fund. All monies received by the city from the transportation sales tax imposed by this article shall be deposited by the finance director to the credit of this fund and used solely for transportation purposes in accordance with state statutes.

(b) In addition to the proceeds from the transportation sales tax, other revenues to be deposited to the credit of this fund shall include:

(1) Such portion of the city's share of motor fuel tax as may be appropriated to this fund annually by the city council.

(2) Any grants received from the state or the federal government for projects funded by the city transportation trust fund as permitted by state and federal law.

(3) All receipts derived as a result of special tax bill assessments collected on projects funded from the city transportation trust fund.

(4) A full accounting of the value of all in-kind contributions for right-of-way donated to the city for streets, roads and bridges for projects to be financed from the city transportation trust fund.

(c) The finance director of the city shall submit to the city council a semi-annual report showing all activity in the trust account relating to receipts and disbursements and shall

provide such other information as the city council may require.

Sec. 15-547. - When effective, duration.

The tax authorized by this article shall become effective on the first day of January, 2021, and such tax shall continue for a period of five (5) years from its date of inception and thereafter shall automatically expire on December 31, 2025, unless extended or renewed in accordance with law.

Sec. 15-465. - Use of proceeds.

The funds derived from the imposition of this tax shall be used solely for transportation purposes as set out in section 15-545.

is hereby repealed in its entirety, and a new Chapter 15, Article XVI, Sections 15-544 through 15-548 is hereby enacted in lieu, in words and figures, to read as follows:

Sec. 15-544. - Imposition, rules, regulations.

There is hereby imposed upon all sellers a tax for the privilege of engaging in the business of selling taxable personal property or rendering taxable services at retail to the extent and in the manner provided in RSMo. 144.010 through 144.527, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto at the rate of one-half of one percent on all retail sales made in the city which are subject to taxation under the provisions of RSMo. 144.010 through 144.527, inclusive. This tax is imposed pursuant to RSMo. 94.700 et seq. and to the extent provided in RSMo. 144.010 through 144.527, inclusive, and the rules and regulations of the director of revenue issued pursuant thereto.

Sec. 15-545. - Purpose.

The tax imposed by this article is for the purpose of providing funding for transportation purposes, as that term is defined in RSMo. 94.700, including financial support of a public mass transportation system; the construction, reconstruction, repair and maintenance of streets, roads, sidewalks, trails, community-owned parking lots, and bridges within the city; the construction, reconstruction, repair and maintenance of airports owned and operated by the city; the acquisition of lands and rights-of-way for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports; and planning and feasibility studies for streets, roads, sidewalks, trails, community-owned parking lots, bridges, and airports, and may include the retirement of debt

under authorized bonded indebtedness for such purposes, all within the city. This tax shall be in addition to any and all other sales taxes allowed by law.

Sec. 15-546. - Trust fund.

(a) There is hereby established a City Transportation Trust Fund. All monies received by the city from the transportation sales tax imposed by this article shall be deposited by the finance director to the credit of this fund and used solely for transportation purposes in accordance with state statutes.

(b) In addition to the proceeds from the transportation sales tax, other revenues to be deposited to the credit of this fund shall include:

(1) Such portion of the city's share of motor fuel tax as may be appropriated to this fund annually by the city council.

(2) Any grants received from the state or the federal government for projects funded by the city transportation trust fund as permitted by state and federal law.

(3) All receipts derived as a result of special tax bill assessments collected on projects funded from the city transportation trust fund.

(c) The finance director of the city shall submit to the city council an annual report showing all activity in the Trust Fund account relating to receipts and disbursements and shall provide such other information as the city council may require.

Sec. 15-547. - When effective, duration.

The tax authorized by this article shall become effective on the first day of January, 2026, and such tax shall continue for a period of five (5) years from its date of inception and thereafter shall automatically expire on December 31, 2030, unless extended or renewed in accordance with law.

Sec. 15-465. - Use of proceeds.

The funds derived from the imposition of this tax shall be used solely for transportation purposes as set out in section 15-545.

ARTICLE 5. The amendments contained in Article 4 hereof shall become effective as provided by law on January 1, 2026, upon approval by a majority of the votes cast on the Question set out in Article 1 hereinabove by the qualified voters of the City voting thereon.

ARTICLE 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



**NOTICE OF ELECTION
CITY OF CAPE GIRARDEAU, MISSOURI**

Notice is hereby given to the qualified voters of the City of Cape Girardeau, Missouri, that the City Council of the City has called an election to be held in the City on April 8, 2025, commencing at 6:00 o'clock A.M. and closing at 7:00 o'clock P.M. on the question contained in the following sample ballot:

**OFFICIAL BALLOT
ELECTION
CITY OF CAPE GIRARDEAU, MISSOURI
April 8, 2025**

QUESTION

Shall the City of Cape Girardeau, Missouri, impose a sales tax of one-half of one percent for transportation purposes, such transportation sales tax extension to expire on December 31, 2030?

- YES
- NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

The election will be held at the following places in the City:

<u>PRECINCT</u>	<u>POLLING PLACES</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____
9.	_____
10.	_____

- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____

Dated this _____ day of _____, 2025.

Kara Clark Summers,
Clerk of the County Commission

TTF-7 Committee Recommended Project List

General Maintenance Projects

<u>Project Type</u>	<u>Annual Cost</u>	<u>Five-Year Cost</u>
Asphalt Maintenance and Overlay	\$600,000	\$3,000,000
Concrete Repair (Streets, Curbs, Gutters)	\$1,450,000	\$7,250,000
Streetscape and Sidewalk - New Connectivity and Repair	\$250,000	\$1,250,000
General Maintenance Projects Subtotal		\$11,500,000

Specific Projects

<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Hopper Road to Independence Street <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$5,500,000
Perryville Road from Cape Rock Drive to Perry Avenue <i>(Pavement Repair, Addition of New Sidewalk on East Side)</i>	Reconstruction & Rehabilitation	\$3,500,000
Sprigg Street from William Street to Route 74 <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$4,500,000
Specific Projects Subtotal		\$13,500,000

Safety Improvements/Contingency **\$2,000,000**

TOTAL **\$27,000,000**

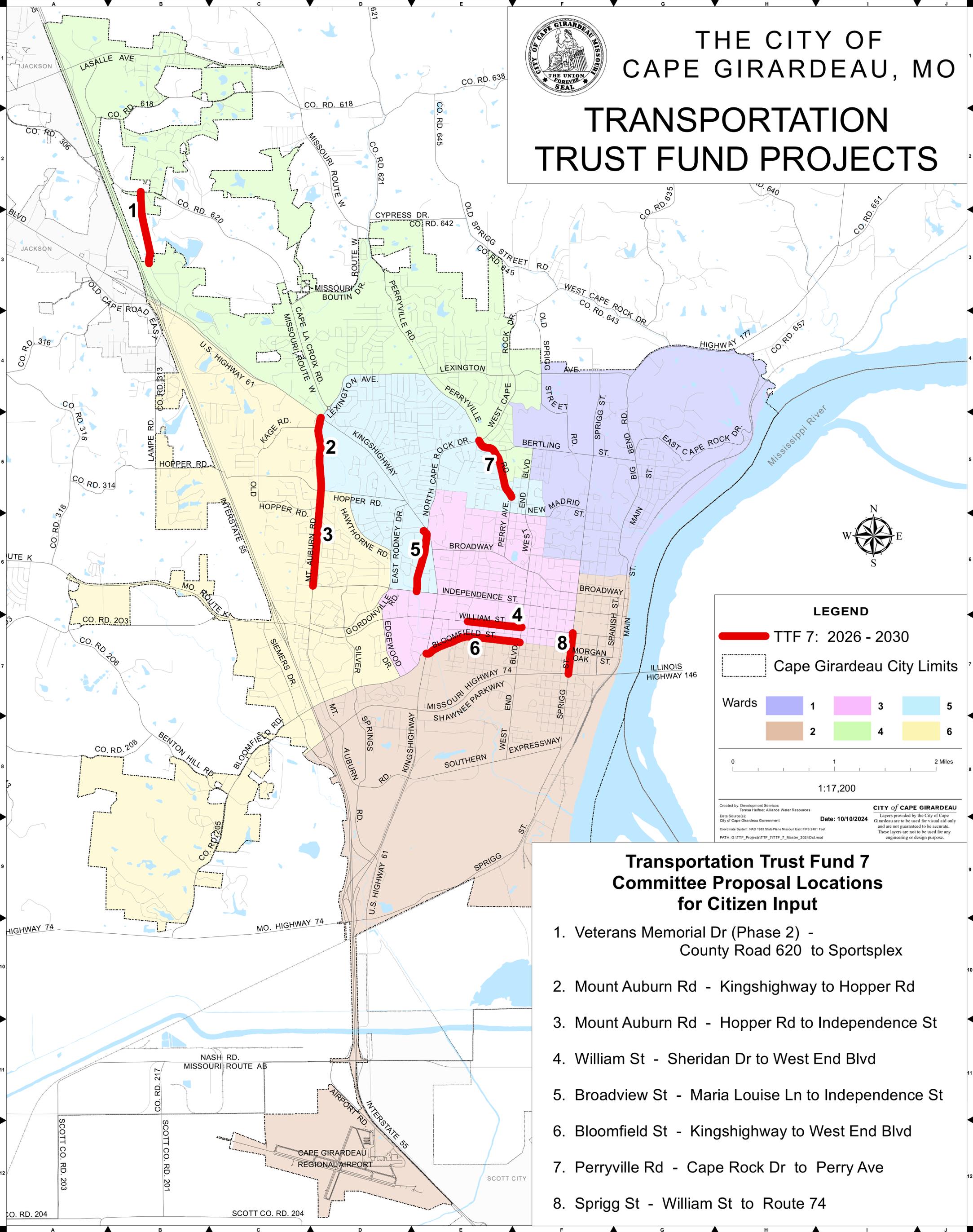
Alternate Specific Projects

<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Kingshighway to Hopper Road <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$3,500,000
William Street from Sheridan Drive to West End Boulevard <i>(Pavement and Sidewalk Repair, Addition of Pedestrian Crossing Signals to Traffic Signals at Sheridan Drive and West End Boulevard Intersections)</i>	Reconstruction & Rehabilitation; Streetscape Enhancements	\$4,000,000



THE CITY OF CAPE GIRARDEAU, MO

TRANSPORTATION TRUST FUND PROJECTS



LEGEND

- TTF 7: 2026 - 2030
- Cape Girardeau City Limits

Wards

1	3	5
2	4	6

0 1 2 Miles

1:17,200

Created by: Development Services
Teresa Helmer, Alliance Water Resources
Data Source(s):
City of Cape Girardeau Government
Date: 10/10/2024
Coordinate System: NAD 1983 StatePlane Missouri East FIPS 2401 Feet
PATH: G:\TTF_Projects\TTF_7_Master_20240ct.mxd

CITY of CAPE GIRARDEAU
Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.

- ### Transportation Trust Fund 7 Committee Proposal Locations for Citizen Input
1. Veterans Memorial Dr (Phase 2) - County Road 620 to Sportsplex
 2. Mount Auburn Rd - Kingshighway to Hopper Rd
 3. Mount Auburn Rd - Hopper Rd to Independence St
 4. William St - Sheridan Dr to West End Blvd
 5. Broadview St - Maria Louise Ln to Independence St
 6. Bloomfield St - Kingshighway to West End Blvd
 7. Perryville Rd - Cape Rock Dr to Perry Ave
 8. Sprigg St - William St to Route 74

TTF-7 Final Input Results

Open House Responses

(17 Participants)

Online Survey Responses

(166 Participants)

Rank	Project	Money Allocated by Open House Participants
1	Perryville Road Cape Rock Drive to Perry Avenue Reconstruction & Rehabilitation \$3.5 Million	\$50,750,000
2	Sprigg Street William Street to Route 74 Reconstruction & Rehabilitation \$4.5 Million	\$42,750,000
3	Mt. Auburn Road Kingshighway to Hopper Rd. Reconstruction & Rehabilitation \$3.5 million	\$33,250,000
4	William Street Sheridan Dr. to West End Blvd. Reconstruction & Rehabilitation Streetscape Enhancements \$4 Million	\$29,500,000
5	Broadview Street Maria Louise Ln. to Independence Reconstruction & Rehabilitation \$2 Million	\$29,250,000
6	Veterans Memorial Drive CO RD 620 to Sportsplex (Phase 2) New Street \$6.5 Million	\$27,750,000
7	Mt. Auburn Road Hopper Rd. to Independence Reconstruction & Rehabilitation \$5.5 million	\$25,000,000
8	Bloomfield Street Kingshighway to West End Blvd. Reconstruction & Rehabilitation \$3.5 Million	\$22,000,000
9	Streetscape & Sidewalk New Connectivity - Various Locations New Streetscape & Sidewalk \$1.25 Million	\$14,250,000

Rank	Project	# of Responses
1	Streetscape & Sidewalk New Connectivity - Various Locations New Streetscape & Sidewalk \$1.25 Million	63
2	Perryville Road Cape Rock Drive to Perry Avenue Reconstruction & Rehabilitation \$3.5 Million	60
3	Mt. Auburn Road Hopper Rd. to Independence Reconstruction & Rehabilitation \$5.5 million	57
4	William Street Sheridan Dr. to West End Blvd. Reconstruction & Rehabilitation Streetscape Enhancements \$4 Million	57
5	Sprigg Street William Street to Route 74 Reconstruction & Rehabilitation \$4.5 Million	49
6	Mt. Auburn Road Kingshighway to Hopper Rd. Reconstruction & Rehabilitation \$3.5 million	46
7	Broadview Street Maria Louise Ln. to Independence Reconstruction & Rehabilitation \$2 Million	43
8	Bloomfield Street Kingshighway to West End Blvd. Reconstruction & Rehabilitation \$3.5 Million	43
9	Veterans Memorial Drive CO RD 620 to Sportsplex (Phase 2) New Street \$6.5 Million	32

TTF-7 Final Input Results

Open House Responses (17 Participants)	
General Maintenance Projects	Money Allocated by Open House Participants
21.63% was allocated to Maintenance Projects	\$75,750,000

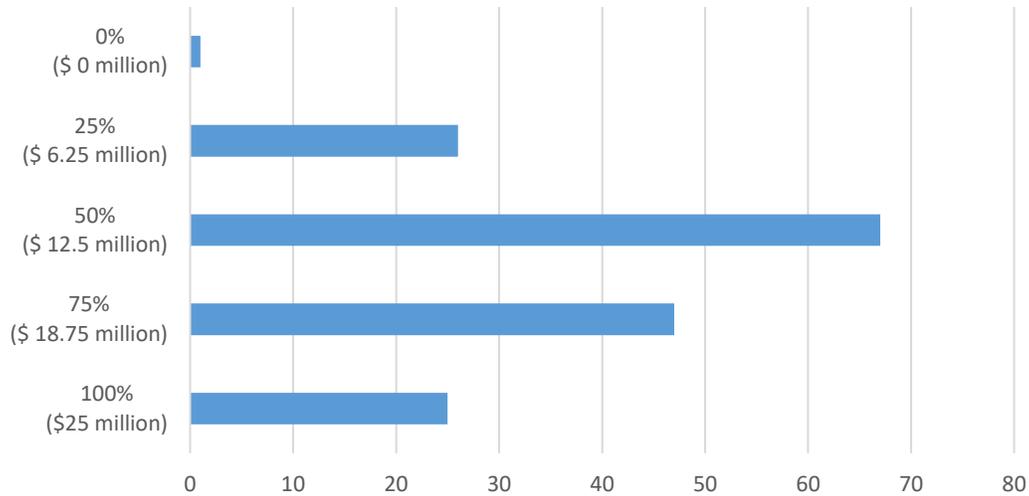
Online Survey Responses (166 Participants)		
Percentage of \$25 million to be spent on General Maintenance Projects		# of Responses
50%	\$12.5 million	67
75%	\$18.75 million	47
25%	\$6.25 million	26
100%	\$25 million	25
0%	\$0.00 million	1

TTF-7 Final Input Survey Results

Question #1: What percentage of the \$25 million should be spent on General Maintenance Projects?

100% (\$25 million)	75% (\$ 18.75 million)	50% (\$ 12.5 million)	25% (\$ 6.25 million)	0% (\$ 0 million)
25	47	67	26	1

Question #1



Staff: Traci Weissmueller, Deputy City Clerk
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

24-033

SUBJECT

Appointments to the Semo Redi Board of Directors for terms expiring December 31, 2025.

EXECUTIVE SUMMARY

This item calls for the appointment of one City Council member and the City Manager to serve on the Semo Redi Board of Directors.

BACKGROUND/DISCUSSION

The terms of Mayor Stacy Kinder and City Manager Kenneth Haskin will expire December 31, 2024. All Board members serve for one year and may succeed themselves for a maximum of eight years. Mayor Kinder has served since January 2023. Dr. Haskin has served on the Board since January 2024.

STAFF RECOMMENDATION

Staff recommends that two members be appointed to the Semo Redi Board of Directors for terms expiring December 31, 2025.

ATTACHMENTS:

Name:	Description:
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No Attachments Available	
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Staff:
Agenda: 12/16/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Advisory Board Minutes

- Airport Advisory Board - 11/12/24
- Convention & Visitors Bureau Advisory Board - 11/04/24
- Golf Course Advisory Board - 10/24/24 Draft
- Gun Violence Task Force - 11/06/24
- Historic Preservation Commission - 11/20/24 Draft
- Parks & Recreation Advisory Board - 11/12/24 Draft
- Planning and Zoning Commission - 11/13/24
- TTF 7 Committee - 11/13/24 Draft

ATTACHMENTS:	
Name:	Description:
11.12.2024_Advisory_Board_Meeting_Minutes_-_Draft.pdf	2024.11.12 Parks & Rec Minutes Draft
Board_Minutes_10.24.24_draft_(00000002).pdf	2024.10.24 Golf Minutes Draft
AirportBoard-Minutes_11.12.2024_(002).pdf	2024.11.12 Airport Minutes
HPC.Minutes.11-20-2024_DRAFT.pdf	2024.11.20 HPC Minutes
Planning_and_Zoning_Commission_Minutes_11-13-24_DRAFT.pdf	2024.11.13 P&Z Minutes Draft
TTF-7_Committee_Minutes_2024-11-13_(Draft).pdf	2024.11.13 TTF7 Minutes draft
11.4.24_Board_Meeting_Minutes_-_APPROVED.pdf	2024.11.04 CVB Minutes
GunViolenceTaskForce.Minutes.2024-11-06.pdf	2024.11.06 Gun Violence Minutes

DRAFT
Parks and Recreation Department
Advisory Board Meeting Minutes
Tuesday, November 12, 2024

Board Members Present:

Percy Huston, Chairperson
Philip Moore, Vice-Chair
Tamara Buck
Jerry Dement
Lewis Jackson Hill
Darrin Bruenderman
John Spear
Mary Ann Maloney

Thomas Drummond

David Cantrell, City Council Liaison

Parks and Recreation Department Staff Present:

Doug Gannon, Director of Parks & Recreation
Scott Williams, Recreation Division Manager
Penny Williams, Recreation Division Manager
Kaed Horrell, Parks Division Manager
Brenda Newbern, Visit Cape Manager
Moriah Lincoln, Administrative Coordinator

Absent:

Dr. Beverly Evans, Secretary



Chairperson Percy Huston called the meeting to order at 5:31pm at the Osage Centre.

Chairperson Percy Huston asked if everyone had a chance to look at the minutes from the October 14, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved through motion by Lewis Jackson Hill and second by Jerry Dement.

Chairperson Percy Huston called on Doug Gannon for the Presentation of Appreciation for outgoing Board Member Anne Dohogne. Anne was presented with a plaque for her years of service to the Parks and Recreation Advisory Board.

Chairperson Percy Huston called on Scott Williams to Introduce Tyson Moyers to give a presentation of the Cape Girardeau Public Schools Intramural Sports Program. Tyson distributed a handout and gave an update for the program over the past year.

Chairperson Percy Huston called on Penny Williams to give and update on Haunted Hall of Horror. Overall, the event went well. We made gross revenue of \$43,000.00 with approximately 3,500 people in attendance during the seven days of operation. A detailed financial report will be discussed later.

Percy Huston opened the discussion on the applications for filling the open position on the Advisory Board. After brief discussion, board members voted by ballot. Mark Moore was the applicant the board selected to submit to City Council for appointment to the Parks and Recreation Advisory Board. Marvin McBride was submitted to City Council as second choice by ballot vote.

Chairperson Percy Huston called on Scott Williams for a MSHSAA Final Four Boy's Baseball Bid update. MSHSAA came to visit Capaha Field. We are in the final two and will have their decision by December 6, 2024.

Chairperson Percy called on Doug Gannon for an update on the Youth Outdoor Sports Complex Project. After meeting with the final four contractors, the decision was made to select Penzel Construction for recommendation to the City Council as the General Contractor for the Youth Outdoor Sports Complex.

Penny Williams gave an update on the Cape Splash Slide Restoration. The company has completed the project.

Penny Williams gave an update on the Golf Course Advisory Board. Kristen Jones had her first meeting with the board. No other report at this time

Brenda Newbern gave an update about Visit Cape. Brenda advised of the events in town for the remainder of the year. Construction for the Visit Cape offices has started. The preliminary schedule is for the project to be complete in mid-January.

Kaed Horrell gave an update on the Tree Board. Dr. Sven Svenson had to step down and Jonathan Notch was sent to City Council for approval to join the board. The Board will be evaluating trees at the different parks to assess for damages or any trees that could pose as an issue in the future.

Kaed Horrell gave an update on the Red House. The regular meeting date was moved due to Spaghetti Day. The board will be meeting November 14, 2024 and Josh Thompson from the Visit Cape division will be joining the meetings to assist Kaed with operations of the Red House.

Penny Williams gave an update for the Foundation. Breakfast with Santa is December 14, 2024 at the Shawnee Park Center. We will need volunteers to help with the serving of the breakfast. Volunteers will be needed from 8 am to 10:30am.

Chairperson Percy asked if anyone had questions about the Staff Report that was distributed to board members.

The next Board Meeting will be at 5:30pm, Monday, December 9, 2024 at the Osage Centre, Room 1AB

All Board members are invited to the Staff/Board Christmas Luncheon on December 17, 2024 at the Shawnee Park Center. Lunch will start at noon.

The meeting adjourned at 6:28pm with a motion by Tamara Buck and seconded by Phillip Moore.

Minutes reported by Moriah Lincoln Administrative Coordinator.

DRAFT

GOLF COURSE ADVISORY BOARD

Minutes

October 24, 2024

Present:

Cindy Gannon, Chairperson
Brad Wittenborn, Vice Chairperson
Kristen Jones, Board Member
Josh Parham, Board Member
Dale Pingel, Board Member
Lindsey Pippins, Board Member
Janet Esicar, Secretary

Staff Present:

Kaed Horrell, Parks Division Manager
Penny Williams, Recreation Division Manager
Dianne Lawrence, Asst. Recreation Division Mgr
Russell Golightly, Golf Course Supervisor
Mitchell Kramer, Golf Manager
Hunter Briscoe, Recreation Specialist
Natalie Beasley, Administrative Coordinator

Absent:

Claire Kneer, Board Member

OPENING

Cindy Gannon, Chairperson, called the meeting to order at 12:10 pm.
Introduction of the newest Board Member, Kristen Jones.

MINUTES

A motion to approve the August 22, 2024 meeting minutes as written was made by Brad Wittenborn and seconded by Josh Parham.

NEW BUSINESS

- A. Board re-appointments for another term: Josh Parham and Janet Esicar; the motion was made by Dale Pingel and seconded by Brad Wittenborn.
- B. Christmas Promotion purchase **\$50 Gift Card receive a Free Round of Golf** cart not included, this may be purchased December 1 thru December 24th at noon.

OLD BUSINESS

- A. The One Man Scramble (Parks & Recreation Foundation Event) was a huge success. We will consider cash prizes for the August 2025 date.
- B. Golf cart purchase update: currently there is \$98,000 in the fund, \$75,000 is needed to place the order for 28 carts which is half the fleet. The other 28 carts would be purchased and ordered in the 2025 – 2026 Budget year.

COMMITTEE REPORTS/PROJECTS UPDATES

Marketing & Promotions – No report

Policies & Procedures – No report

Projects & Improvements – Rusty Golightly –

The Hackberry tree behind hole #17 will be removed.

Senior Maintenance worker hired, Dave Ivester

Department Projects & Briefs – Doug Gannon, Kaed Horrell-

Rotary Club received a grant for work on the Trail at Brink St, they are doing the work installing a split rail fence.

The dirt work at Walker Park has been completed it will be left undeveloped as requested by the donor. The nature park is now open.

Spaghetti Day Volunteer sign-up sheets are available.

Brad Wittenborn and his wife are moving from Cape Girardeau to Columbia, MO to be closer to grandchildren, his board position will be vacated after the December 5th meeting. We wish him well and thank him for his service.

Motion to adjourn the meeting was made by Dale Pingel and seconded by Brad Wittenborn meeting adjourned at 12:50pm.

Minutes recorded by

Natalie Beasley

Administrative Coordinator

Osage Centre



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
November 12, 2024**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on November 12, 2024 at 11:30 am at The Airport Terminal Conference Room.

Board Members Present:

Richard Knote, Chair
Kent Ward, Board Member
Keith Boeller, Board Member
Bev Clear, Vice Chair
Justin Davidson, Board Member
Shawn Wasson, Board Member
Mark Mehner, Board Member (via phone)
Bruce Loy, Board Member

Staff Present:

JoJo Stuart, Airport Manager
Audrey Lorch, Airport Support Spec.

Appearances –Dana Thomas, Amanda Shreve, BOLD Marketing Team

Absent: Nancy Kopp, Board Member, Mark Bliss, City Council Liaison

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 11:30 am. Ms. Clear approved the October 2024 minutes. Mr. Loy second, All were in favor and the motion passed with a unanimous vote.

I. **Old Business -**

- **Airport Activity Report** – Mr. Stuart provided the October activity report. Contour continues increased enplanements for the month, at this time BOLD Marketing is increasing holiday travel advertising, and marketing discounted ticketing “Cyber Week” at \$49.00 one way during holiday travel.
- **Cape Aviation Report** – Mr. Stuart presented the fuel reports for October, sales have continued to increase for the month, and all fuel sales are up 19% YTD. Discussion continued on topic.
- **Airport Projects Update -**
 - **New Terminal Building** – Mr. Stuart reported KCI Construction is completing “Punch List Items” such as sealing concrete, paint, and flooring issues. The terminal is operational and running.

- **T-Hangars** – Mr. Stuart stated the T-Hangars are on schedule for mid-December and are fully enclosed, with doors; power has been ran but not connected.
- **Taxiway D Project Update** – Mr. Stuart reported the project is scheduled to start in spring of 2025.

II. **New Business** –

- **Non-Agenda Items** – BOLD Marketing presented their efforts to increase CGI’s Social Media, Digital Adds, Web-Site Traffic, and Facebook Trending Platforms.

III. **Adjournment** – There being no other business, Mr. Boeller moved to adjourn the meeting, Mr. Davidson, first, Mr. Boeller, second. All were in favor. The meeting adjourned at 12:20pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

HISTORIC PRESERVATION COMMISSION

MEETING MINUTES

November 20, 2024

City Hall – Council Chambers
44 North Lorimier Street

Commission Members Present: David Atkins, Brian Balsmann, Kirstin Glaser, Ryan Lane, Denise Lincoln, Aaron Modrow, Phyllis Sides, Mary Kay Smith, Meghan Tyson

Commission Members Absent: None

Staff Present: Carol Peters, Trevor Pulley, Ryan Shrimplin

Others Present: Dr. Steven Hoffman, Southeast Missouri State University Historic Preservation Program Coordinator (Advisor to the Commission), Felix Kinsley (Honorary Member)

Call to Order

Chairman Lane called the meeting to order at 5:30 p.m.

Approval of Minutes

The minutes of the October 16, 2024 Historic Preservation Commission meeting were unanimously approved upon a motion made by Ms. Glaser and seconded by Mr. Modrow.

CERTIFICATE OF APPROPRIATENESS

1. The Commission reviewed the request of Todt Roofing & Construction for a Certificate of Appropriateness to paint the west and south exterior brick walls of the building at 716 and 718 Broadway, located in the Central Business District. Mr. Brandon Beninati, Todt Roofing & Construction Project Manager, presented the request. He stated that the first floor of the building is being renovated for a new restaurant tenant, Roni's Mac Bar. He explained that the original Certificate of Appropriateness request was for approval to paint the entire west and south walls white (Option 1), or to paint the first story black and leave the second story unpainted on both walls (Option 2). The request was recently amended to replace these options with two new options. The new Option 1 showed the first story being painted black on both walls along with two murals – a large white arrow and a large yellow macaroni noodle (Roni's Mac Bar logo). Both murals would be on the west wall and extend from the ground to the top of the black paint. The new Option 2 would be same design, but without the large white arrow.

Mr. Modrow noted that, at the last Historic Preservation Commission meeting, it was mentioned that the developer was interested in restoring the existing sign mural on the west wall, which was not legible due to the extent of missing paint. Mr. Shrimplin stated that staff researched historical photos and records and was not able to find any information on the mural.

Mr. Shrimplin indicated that staff did not support the new Option 1 because the large white arrow would be inappropriate for the building due to its size. Staff had no concerns with the new Option 2.

Chairman Lane discussed the importance of choosing a paint that is compatible with historic brick and taking care to ensure the paint is applied properly. He mentioned a downtown building with peeling and discolored paint in certain sections – a sign of improper care.

A motion was made by Ms. Lincoln and seconded by Mr. Modrow to approve the new Option 2 of the amended Certificate of Appropriateness request, subject to the following condition:

1. This approval is only for painting the first story black and adding the noodle logo mural as described above. The white arrow is not approved. The second story shall be sealed with a clear sealer that is designed for use on historic brick.

The motion passed by a unanimous vote.

OTHER BUSINESS

Education Subcommittee Reports and Assignments

Chairman Lane stated that the Education Subcommittee would meet in December to continue work on verifying the accuracy and source information for the timeline of significant events, to be posted on the History of Cape Girardeau page on the City's website.

Chairman Lane reported that St. James AME Church, at his suggestion, has decided to establish a committee to assist with finding and applying for grants. Committee membership would not be limited to members of the church.

Chairman Lane stated that, once the city history narrative and timeline of significant events for the City's website are completed, the Subcommittee would begin work on developing a new walking/driving tour to present to Visit Cape. It would be similar to the African American driving tour, which has been successful.

Outreach Subcommittee Reports and Assignments

Ms. Glaser reported that she spoke with Liz Haynes, Old Town Cape Executive Director, regarding the proposed Tourist Passport Program. Ms. Haynes could not offer any funding from Old Town Cape, but she did offer to reach out to others in the community for input. Ms. Glaser stated that she would wait on a response from Ms. Haynes before proceeding. Mr. Atkins mentioned that he presented the proposal to staff at the Courtyard by Marriott Hotel, which was well received. Ms. Tyson stated that she also mentioned it to some businesses, and they appeared to be interested.

In response to a question from Ms. Glaser, Ms. Tyson reported that she contacted the owners of 312 Bellevue Street regarding participation in the Original Treasures program. They have not yet made a decision. Ms. Glaser stated that the Outreach Subcommittee would discuss candidates for 2025 at the next meeting in December.

Commission Communication

Ms. Glaser announced that Red House Heritage Day has been scheduled for May 17, 2025.

Draft

Chairman Lane inquired about the Leo's Central Inn/Stag Beer sign mural being painted on the building at 605 Independence Street. Mr. Shrimplin reported that the mural, which had faded considerably, was being restored by Craig Thomas, the artist who painted the murals on the floodwall. The work fell under maintenance and therefore did not require any City approvals.

Staff Communication

Mr. Shrimplin reported that the City Council, on November 4, 2024, approved the request for a special use permit for a restaurant drive-through at 716 and 718 Broadway.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:15 p.m. upon a motion made by Ms. Glaser and seconded by Ms. Tyson.

Respectfully submitted,

Mary Kay Smith
Secretary

Draft

PLANNING & ZONING COMMISSION

MEETING MINUTES

November 13, 2024

City Hall – Council Chambers
44 North Lorimier Street

Commission Members Present: Trae Bertrand, Scott Blank, Kevin Greaser, Robbie Guard, Derek Jackson, Gerry Jones, Chris Martin, Nick Martin, Emily McElreath

Commission Members Absent: None

Staff Present: Carol Peters, Trevor Pulley, Ryan Shrimplin

Call to Order

Chairman Blank called the meeting to order at 5:30 p.m.

Chairman Blank welcomed Emily McElreath, who was appointed to fill the remainder of Sommer McCauley-Perdue's term after her resignation.

Approval of Minutes

The minutes of the October 10, 2024 meeting were unanimously approved upon a motion made by Mr. Bertrand and seconded by Mr. Nick Martin.

Public Art Presentation

Ms. Kelly Downes, Director of the Arts Council of Southeast Missouri and Chair of the Public Art Committee, presented a proposal for establishing an arts district in Cape Girardeau. She outlined the steps and discussed options for funding the various activities, including collective branding and marketing. Mr. Chris Martin noted that the proposal mentioned Catapult Creative House, operated by Southeast Missouri State University. He asked Ms. Downes to consider what role the University would play in the development of the arts district. He encouraged her to share the proposal with the University. He mentioned that the University recently completed an economic impact study, which might be of interest to the Public Art Committee.

REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the request of Columbia Construction Corporation, on behalf of Eye Care Specialists, for an exception from Development Code Section 25-226(a), screening, for property located at 360 South Mt. Auburn Road. Mr. Grady Wooten, Columbia Construction Corporation, and Mr. Tom Webber, Eye Care Specialists, presented the request. Mr. Wooten explained that the rear of the property is being developed for additional parking and a future building expansion. As part of the project, the existing dumpster, which is unscreened, is being moved from the south side of the building to the southeast corner of the property. There is a hill with evergreen trees along the east side of the property, which will screen the dumpster from the adjacent properties to the east. Mr. Webber explained that he did not want to install a screen around the dumpster because it could get damaged by the trash truck. He added that the dumpster would be used mainly for paper and cardboard refuse. In response to a question from Mr. Jackson, Mr. Wooten indicated

that the dumpster would not be visible from the adjacent residential property at the southeast corner due to the hill and the evergreen trees.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which contained the following findings of fact:

Criterion #1: As part of the exception request, a “substantial equivalent” is proposed. “Substantial equivalent” means an alternate design, method or feature that accomplishes the same purpose as the applicable Development Code requirement.

Finding: The subject property contains an existing development, which is occupied by a business. The owner has submitted plans for a parking lot expansion in the rear of the property. The plans show the dumpster, which is located on the south side of the building and is not screened, being moved to the southeast corner of the property. A retaining wall (having a height of 7 feet +/- in the location of the dumpster) is proposed along the east and south property lines, which will screen the dumpster from the adjacent properties. The owner is requesting an exception to forego screening the other two sides of the dumpster on the basis that the dumpster is currently not screened at all and the new location is further away from the streets than the current location. This constitutes a substantial equivalent because the dumpster will be closer to being in compliance with the screening requirement. The dumpster will be screened from both adjacent properties by the retaining wall, and it will be placed over 250 feet away from each street.

Criterion #2: Approval of the exception request is consistent with the general spirit and intent of the Development Code.

Finding: The substantial equivalent proposed by the applicant ensures fairness among property owners and tenants, which makes approval of the exception request consistent with the general spirit and intent of the Development Code.

Based on the above findings, staff recommended approval of the exception request.

A motion was made by Mr. Nick Martin and seconded by Mr. Jackson to approve the exception request. The motion passed with a roll call vote of 9 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin, McElreath*).

2. A public hearing was held on the request of Tenmile Holdings, LLC for an exception from Development Code Section 25-137(g)(1), electronic, video, or digital message signs, for property located at 824 Broadway. Mr. Ben Traxel, Tenmile Holdings, LLC, presented the request. He explained that he is renovating the Esquire Theater building and is keeping its signature marquee. The marquee contains four panels, which held changeable letter boards prior to the theater’s closure in the 1980s. He would like to replace two of them with video boards. The total area of the two video boards exceeds the maximum area for the electronic, video, or digital message portion of signs. Reducing the size of the video boards would look inappropriate because they would not fill the panel openings completely.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which contained the following findings of fact:

Criterion #1: As part of the exception request, a “substantial equivalent” is proposed. “Substantial equivalent” means an alternate design, method or feature that accomplishes the same purpose as the applicable Development Code requirement.

Finding: The subject property is permitted one freestanding sign with a maximum area of 1 square foot per 1 linear foot of street frontage, up to 150 square feet. The property has approximately 66 feet of street frontage, so the maximum area is 66 square feet. There is no freestanding sign on the property, and the owner is not proposing one. This leaves 66 square feet of allowable sign area that is not being used. Transferring 21 square feet of allowable sign area from the freestanding sign to the video boards would serve as a substantial equivalent because the owner would be giving up allowable sign area for one sign type in order to gain allowable sign area for another sign type by the same amount.

Criterion #2: Approval of the exception request is consistent with the general spirit and intent of the Development Code.

Finding: The substantial equivalent described herein ensures fairness among property owners and tenants, which makes approval of the exception request consistent with the general spirit and intent of the Development Code.

Based on the above findings, staff recommended approval of the exception request, subject to the following condition:

1. The maximum area for a freestanding sign on the property shall be reduced from 66 square feet to 45 square feet.

A motion was made by Mr. Nick Martin and seconded by Ms. McElreath to approve the exception request, subject to the condition in the staff report. The motion passed with a roll call vote of 9 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin, McElreath*).

SUBDIVISION PLATS

3. The record plat of Midamerica Crossings Fourth Subdivision was reviewed by the Commission. A staff report was submitted to the Commission, which recommended approval of the record plat. A motion was made by Mr. Greaser and seconded by Mr. Bertrand to recommend approval of the record plat. The motion passed with a roll call vote of 8 in favor, 1 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Greaser, Guard, Jackson, Jones, N. Martin, McElreath; Nay: C. Martin*).

OTHER ITEMS AND COMMUNICATION

Commission Communication

Mr. Chris Martin noted that no one was in attendance to present the Midamerica Crossings Fourth Subdivision record plat, which is why he voted against the motion to recommend approval. The Commission discussed the importance of the applicant or their representative attending the meeting to present their request and answer any questions. Mr. Shrimplin stated that staff sends the meeting agenda to each applicant along with the applicable staff report and a letter stating that they or their representative must attend the meeting or the Commission may table taking action on the request.

Draft

Staff Communication

Mr. Shrimplin gave the following updates:

1. Update on items from previous Commission meetings going on to City Council

The City Council approved the following on October 21, 2024:

- 560 Silverado Trail Annexation, Zoning & Ward Boundary Extension – 2nd & 3rd Readings
- Cape West Crossing East - Third Subdivision Record Plat – 2nd & 3rd Readings
- Chapter 25 Amendment regarding Improvement of Parking Areas – 1st Reading
- Chapter 25 Amendment regarding Access Management – 1st Reading
- Chapter 25 Amendment regarding Utilities – 1st Reading
- Chapter 30 Amendment Regarding Accessory Structures and Uses – 1st Reading

The City Council approved the following on November 4, 2024:

- 716 & 718 Broadway Special Use Permit – 2nd & 3rd Readings
- Chapter 25 Amendment regarding Improvement of Parking Areas – 2nd & 3rd Readings
- Chapter 25 Amendment regarding Access Management – 2nd & 3rd Readings
- Chapter 25 Amendment regarding Utilities – 2nd & 3rd Readings
- Chapter 30 Amendment Regarding Accessory Structures and Uses – 2nd & 3rd Readings
- 3849 Business Park Place Special Use Permit – 1st Reading
- Kneezle Shed Subdivision Record Plat – 1st Reading
- Lutheran Home Southwest Subdivision Record Plat – 1st Reading
- 3082 County Road 620 Annexation, Zoning & Ward Boundary Extension – 1st Reading
- 3268 Perryville Road Annexation, Zoning & Ward Boundary Extension – 1st Reading

2. TTF-7 Update

Mr. Shrimplin reported that the TTF-7 Committee had met earlier in the day and voted to submit the following recommended project list to the City Council:

General Maintenance Projects		
<u>Project Type</u>	<u>Annual Cost</u>	<u>Five-Year Cost</u>
Asphalt Maintenance and Overlay	\$600,000	\$3,000,000
Concrete Repair (Streets, Curbs, Gutters)	\$1,450,000	\$7,250,000
Streetscape and Sidewalk - New Connectivity and Repair	\$250,000	\$1,250,000
General Maintenance Projects Subtotal		\$11,500,000

Draft

Specific Projects		
<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Hopper Road to Independence Street <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$5,500,000
Perryville Road from Cape Rock Drive to Perry Avenue <i>(Pavement Repair, Addition of New Sidewalk on East Side)</i>	Reconstruction & Rehabilitation	\$3,500,000
Sprigg Street from William Street to Route 74 <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$4,500,000
Specific Projects Subtotal		\$13,500,000
Safety Improvements/Contingency		\$2,000,000
TOTAL		\$27,000,000

Alternate Specific Projects		
<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Kingshighway to Hopper Road <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$3,500,000
William Street from Sheridan Drive to West End Boulevard <i>(Pavement and Sidewalk Repair, Addition of Pedestrian Crossing Signals to Traffic Signals at Sheridan Drive and West End Boulevard Intersections)</i>	Reconstruction & Rehabilitation; Streetscape Enhancements	\$4,000,000

He stated that TTF-7 Committee Chairperson Maurer will present the list at the December 2, 2024 City Council meeting.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:15 p.m. upon a motion made by Mr. Nick Martin and seconded by Mr. Guard.

Respectfully submitted,

Chris Martin, Secretary

TRANSPORTATION TRUST FUND 7 (TTF-7) COMMITTEE

MEETING MINUTES

November 13, 2024

Draft

City Hall – Port Conference Room
44 North Lorimier Street

Committee Members Present: Trae Bertrand, Scott Blank, Tamara Zellars Buck, Shad Burner, Brock Freeman, Gerry Jones, Nick Martin, Jeff Maurer, Joe Uzoaru

Committee Members Absent: Sommer McCauley-Perdue, Mike Peters

Staff Present: Nicolette Brennan, Casey Brunke, Brock Davis, Jake Garrard, Carol Peters, Trevor Pulley, Ryan Shrimplin

Call to Order

Chairperson Maurer called the meeting to order at 8:30 a.m.

Adoption of Agenda

The agenda was unanimously adopted upon a motion made by Ms. Zellars Buck and seconded by Mr. Jones.

Approval of Minutes

The minutes of the October 2, 2024 meeting were unanimously approved upon a motion made by Mr. Uzoaru and seconded by Mr. Blank.

Recap of Final Public Input Process

Chairperson Maurer noted that participation in the open houses, held at the Osage Centre and the Shawnee Park Center on November 7, 2024, was lower compared to the open houses for TTF-5 and TTF-6. The online survey, which had not been offered in the past, may have been a contributing factor. Mr. Shrimplin reported that the open houses had 17 participants while the survey had 166 participants. He reviewed the specific project rankings generated by the participant responses for both the open houses and the survey.

Selection of Projects for Recommendation to City Council

Mr. Bertrand stated that, based on the responses received, a large number of citizens would like to see the majority of the budget used for general maintenance projects.



Chairperson Maurer stated that Mike Peters could not attend the meeting, but he recommended that 100% of the funds be used for general maintenance projects. Chairperson Maurer noted that others he had spoken with felt that a majority of the funds should be used for new streets, as was the case in the early years of TTF.

Mr. Jones stated that while he understands the desire to expand the City’s street system, taking care of the existing system should be a higher priority.

Mr. Bertrand stated that the Committee’s recommended project list should reflect what the voters want. It made sense to propose new streets in the early years of TTF, but times have changed and maintenance has become the priority.

Upon further discussion and a motion made by Mr. Bertrand and seconded by Mr. Martin, the Committee unanimously voted to submit the following recommended project list to the City Council:

General Maintenance Projects		
<u>Project Type</u>	<u>Annual Cost</u>	<u>Five-Year Cost</u>
Asphalt Maintenance and Overlay	\$600,000	\$3,000,000
Concrete Repair (Streets, Curbs, Gutters)	\$1,450,000	\$7,250,000
Streetscape and Sidewalk - New Connectivity and Repair	\$250,000	\$1,250,000
General Maintenance Projects Subtotal		\$11,500,000

Specific Projects		
<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Hopper Road to Independence Street <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$5,500,000
Perryville Road from Cape Rock Drive to Perry Avenue <i>(Pavement Repair, Addition of New Sidewalk on East Side)</i>	Reconstruction & Rehabilitation	\$3,500,000
Sprigg Street from William Street to Route 74 <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$4,500,000
Specific Projects Subtotal		\$13,500,000

Safety Improvements/Contingency	\$2,000,000
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TOTAL	\$27,000,000
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Alternate Specific Projects		
<u>Project Name</u>	<u>Project Type</u>	<u>Estimated Cost</u>
Mount Auburn Road from Kingshighway to Hopper Road <i>(New Pavement, New Curb and Gutter, Sidewalk Repair)</i>	Reconstruction & Rehabilitation	\$3,500,000
William Street from Sheridan Drive to West End Boulevard <i>(Pavement and Sidewalk Repair, Addition of Pedestrian Crossing Signals to Traffic Signals at Sheridan Drive and West End Boulevard Intersections)</i>	Reconstruction & Rehabilitation; Streetscape Enhancements	\$4,000,000

Adjournment

There being no further business, the meeting was adjourned at 9:30 a.m. upon a motion made by Mr. Bertrand and seconded by Mr. Freeman.

Respectfully submitted by:

Jeff Maurer, Chairperson



Visit Cape - Advisory Board Meeting Minutes - APPROVED Monday, November 4, 2024

Board Members Present:

Quantella Noto, Vice-Chairperson
Anissa Patel
Carl Ritter
Lyle Randolph
Randy Kluge
John Echimovich
Nate Saverino

Board Members Absent:

Liz Haynes, Chairperson

Rob Gilligan

Percy Huston, Parks & Recreation Advisory Board
Liaison

Parks and Recreation Department Staff Present:

Doug Gannon, Parks and Recreation Director
Brenda Newbern, Visit Cape Manager
Scott Williams, Recreation Division Manager
Penny Williams, Recreation Division Manager
Moriah Lincoln, Administrative Coordinator

Vice Chairperson Quantella Noto called the meeting to order at 12:19 pm at the Cape Girardeau Regional Airport.

Vice Chairperson Quantella Noto welcomed everyone. Doug Gannon introduced Airport Manager, JoJo Stuart.

Vice Chairperson Quantella Noto asked if everyone had a chance to look over the minutes from the September 3, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved through motion by Randy Kluge and second by John Echimovich.

Vice Chairperson Quantella Noto called on Brenda Newbern to cover the upcoming events within the Cape Girardeau area. Handouts included upcoming tournaments, meetings, events and conferences were distributed. Nate Saverino gave an update on SEMO Athletics and events. Scott Williams covered events the Parks and Recreation department had and events coming up in the next few months.

Vice Chairperson Quantella Noto called on Brenda Newbern to give an update on the Board Retreat.

Vice Chairperson Quantella Noto asked JoJo Stuart to give an Airport update. JoJo passed out a handout with information about the new terminal. JoJo also covered additional airlines that might be coming to the airport.

Scott Williams gave an update to the MSHSAA Final Four Baseball Bid 2027-2031. MSHSAA and the City will be completing a walkthrough at Capaha November 5. Cape Girardeau is in the top two for selection to host the tournament.

Brenda Newbern gave an update for MSTE 2026 Bid. A handout was included in the board packet.

Brenda Newbern covered the handouts from Simple View and gave an update that construction of the Visit Cape offices will be starting in the next week.

Penny Williams and Scott Williams reported on behalf of the Parks and Recreation Department. Park and Recreation will be putting in a bid for Fall Special Olympics State Games starting in 2025. This will be a three to four year bid.

The next board meeting will be at 12:00 pm Monday December 2, 2024, at the Osage Centre, Room 1AB.

Board and Staff Christmas Luncheon is December 17, 2024 at 12:00pm at the Shawnee Park Center.
The meeting adjourned at 1:14pm.

Minutes reported by Moriah Lincoln Administrative Coordinator.

Gun Violence Task Force
Wednesday, Nov. 6, 2024 at 5:00 p.m.
City Hall, 44 North Lorimier Street - Council Room

MINUTES

MEMBERS PRESENT:	MEMBERS ABSENT:	CITY STAFF PRESENT:	CITY STAFF ABSENT:
Adam Kidd	Jessica Hill	Mayor Stacy Kinder	Gayle Conrad
Alix Gasser	Howard Benyon	Nicolette Brennan	Dr. Kenneth Haskin
Jared Ritter	Josh Crowell	Dr. Shannon Farris	Randy Morris
Quinton Roberts*	Nita DuBose	Adam Glueck	
Lee Schlitt	Rob Gilligan	Trevor Pulley	
Nancy Scheller	Laura Selbo	Richard Couch	
Clint Tracy	Dr. Melissa Stickel*		
Dr. Carlos Vargas	Adrian Taylor		
Amber Walker	Shannon Truxel		
Tina Wright	Lynn Ware		
	Leslie Washington		

Co-Chair Adam Kidd called the meeting to order shortly after 5 p.m. The minutes from the Oct. 22, 2024 meeting were approved on motion (Ritter), second (Schlitt) and vote (group). Chairman Kidd noted the possibility of a future workshop and nonprofit presentation, with the final presentation being moved to a January 2025 City Council meeting instead of December 2024. Staff support Brennan noted how the current meeting would include nuisance activities which can be reported at cityofcape.org/report, and how those issues do not cause gun violence, but could be tools to cool hot spots and make neighborhoods less susceptible.

Asst. City Manager and Community Development Director Trevor Pulley presented on the Chronic Nuisance Property Review Group, Condemnation, and the Residential Rental Program. Chronic Nuisance was defined as drug-related offenses, illegal use of weapons, prostitution, public alcohol consumption, and other heinous crimes (contrasted with minor nuisance offenses such as litter or tall grass). The Chronic Nuisance process was explored and examples cited. Condemnation and demolition of dangerous buildings was described as a year-long process by design, to preserve property rights. Pulley noted additional Council support for condemnations. Residential Rental Licensing was described as a basic checklist of essential household needs including heat and plumbing. Pulley responded to questions that one position is dedicated to the complaint-based program. The group discussed that all renters are not causing violence, but issues persist among rental properties.

Cpl. Richard Couch presented the Crime-Free Multi-Housing program which is a property manager and tenant training program that improves security and can prevent crimes (tactics include lease addendums to discourage chronic nuisance behavior in writing, and give landlords a mechanism to deal with offenders.)

Municipal Judge Teresa Bright-Pearson presented on the layers of local and state courts and types of cases. Sentencing is limited by charge codes, and there were issues imposed by State reforms in the 2015 era. Offenders can do community service at a nonprofit they find themselves. Communication is essential for appropriate sentencing, there is no presentencing report such as in state court. Most sentencing is based on current offense without prior history. The Judge also said that every court has a role to play in gun violence reduction/prevention. The Judge encouraged the group to provide service and relevant programs and classes information to the court.

The group met again in small groups and explored requiring, or at least enhancing the marketing of, the CFMH program. Members asked questions about targeting repeat offenders of the landlord ordinance and expanding the Chronic Nuisance enforcement.

The meeting adjourned near 7 p.m. Minutes taken by: Nicolette Brennan, staff support

