



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

February 18, 2025
5:00 PM

**Due to inclement weather, the City Council will hold the meeting via Zoom online platform.
Instructions to attend are found at www.cityofcape.org/council**

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Tuesday, February 18, 2025, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Geneva Allen-Patterson of St. James AME Church in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

Communications/Reports

Items for Discussion

- Appearances by Advisory Board Applicants
- Planning and Zoning Commission Report
- 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 February 3, 2025, City Council Regular Session Minutes.
2. BILL NO. 25-14, an Ordinance approving a Second Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. Second & Third Readings
3. BILL NO. 25-15, an Ordinance vacating the City's interest in parts of various street and alley Rights Of Way in the Smelerville Subdivision, in the City of Cape Girardeau, Missouri. Second & Third Readings
4. BILL NO. 25-17, an Ordinance authorizing the City Manager to execute an Air Traffic Control Tower Operating Assistance Grant Agreement for Fiscal Year 2024-2025, with the Missouri Highways and Transportation Commission. Second & Third Readings
5. BILL NO. 25-18, a Resolution authorizing the Airport Manager to execute agreements with Vehicle Rental Service Providers at the Cape Girardeau Regional Airport. Reading and Passage.
6. BILL NO. 25-19, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with QUANTUM SLACKS, LLC to place certain improvements at 1129 Broadway in the City of Cape Girardeau, Missouri. Reading and Passage.
7. BILL NO. 25-20, a Resolution authorizing a grant application to MoDOT for DWI enforcement, and authorizing the City Manager to execute all necessary grant documents. Reading and Passage.
8. BILL NO. 25-21, a Resolution authorizing a grant application to MoDOT for Hazardous Moving Violation Enforcement, and authorizing the City Manager to execute all necessary grant documents. Reading and Passage.

Items Removed from Consent Agenda

9. BILL NO. 25-23, a Resolution authorizing the City Manager to execute an agreement with Wayne Wallingford, for professional services. Reading and Passage.
10. BILL NO. 25-16, an Ordinance authorizing the acquisition of Temporary Construction Easements from various property owners for the Cape Rock Drive Sidewalk Transportation Alternatives Program (TAP) Grant projects in the City of Cape Girardeau, Missouri. Second & Third Readings

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. 25-22, an Ordinance accepting a Permanent Water Line Easement for property located at 1112 Linden Street, in the City of Cape Girardeau, Missouri. First Reading. DEV - Trevor Pulley

Appointments

12. Appointment to the University of Missouri Extension Council.

13. Appointments to the Tree Board

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.

Future Appointments and Memos

- Capital Improvement Program (CIP) 2025-2035
- Board of Adjustment Appointment

Advisory Board Minutes

- Advisory Board Minutes

Staff: Traci Weissmueller, Deputy City
Agenda: Clerk
2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the February 3, 2025, City Council Regular Session Minutes.

ATTACHMENTS:	
Name:	Description:
2025.02.03_Council_Minutes_DRAFT.pdf	2025.02.03 Council Minutes Draft

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session February 3, 2025 MM-131**

STUDY SESSION – February 3, 2025

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, February 3, 2025, 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 –February 3, 2025

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, February 3, 2025, starting at 5:58 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 Dan Presson, Seconded by Ryan Essex, to approve and adopt the agenda. Motion passed. 7-0. Ayes: Bliss, Cantrell, Essex, Kinder, Presson, Randle, Thomas.

PUBLIC HEARINGS

A Public Hearing to consider vacating the City’s interest in parts of various Rights Of Way in the Smeltonville Subdivision in the City of Cape Girardeau, Missouri.

Mayor Kinder opened the hearing.
There being no appearances, the hearing was closed.

CONSENT AGENDA

Approval of the January 21, 2025, City Council Regular Session Minutes.

BILL NO. 25-09, an Ordinance authorizing the City Manager to execute a Grant Agreement with the Missouri Highways and Transportation Commission to fund Vehicle Parking Expansion - New Terminal at the Cape Girardeau Regional Airport. Second and Third Readings.

BILL NO. 25-10, an Ordinance accepting a Permanent Water Line Easement from properties located at 151 – 159 South Mount Auburn Road, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-11, an Ordinance accepting a Permanent Water Line Easement from Community Counseling Center for property located at 1987 Rusmar Street, in the City of Cape Girardeau,

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session February 3, 2025 MM-132

Missouri. Second and Third Readings.

BILL NO. 25-13, a Resolution authorizing the City Manager to execute Aviation Project Consultant Supplemental Agreement No. 2 with Crawford, Murphy, and Tilly, Inc., for additional services at the Cape Girardeau Regional Airport. 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, Presson, Randle, Thomas.

BILL NO. 25-09 will be Ordinance NO. 5817; BILL NO. 25-10 will be Ordinance NO. 5818; BILL NO. 25-11 will be Ordinance NO. 5819; and BILL NO. 25-13 will be Resolution NO. 3644.

NEW ORDINANCES

BILL NO. 25-14, an Ordinance approving a Second Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

BILL NO. 25-15, an Ordinance vacating the City's interest in parts of various street and alley Rights Of Way in the Smeltonville Subdivision, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

BILL NO. 25-16, an Ordinance authorizing the acquisition of Temporary Construction Easements from various property owners for the Cape Rock Drive Sidewalk Transportation Alternatives Program (TAP) Grant projects in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill.

Bill Duffy, 907 N. Cape Rock Drive, spoke in opposition of Bill 25-16.

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

BILL NO. 25-17, an Ordinance authorizing the City Manager to execute an Air Traffic Control Tower Operating Assistance Grant Agreement for Fiscal Year 2024-2025, with the Missouri Highways and Transportation Commission. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session February 3, 2025 MM-133

MEETING ADJOURNMENT

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

The regular session ended at 6:26 pm.

Stacy Kinder, Mayor

Traci Weissmueller, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session February 3, 2025 **MM-134**

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Staff: Trevor Pulley, Assistant City
Agenda: Manager
2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance approving a Second Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC. The original Redevelopment Agreement expired on June 30, 2023. The first amendment expires on December 31, 2024.

The applicant has requested a second amendment to the Redevelopment Agreement to address the delays in completion, with a new completion date of July 1, 2025.

EXECUTIVE SUMMARY

City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space, or café at the building’s Broadway entrance.

The original approved Redevelopment Agreement included a project completion date of June 30, 2023. Due to numerous factors such as, labor shortages and supply chain issues, the project was not completed by the deadline.

The applicant requested the first amendment to the Redevelopment Agreement to address these delays, with a new completion date of December 31, 2024.

The applicant has requested another amendment to the Redevelopment Agreement to complete the project that was not completed before December 31, 2024. This project is nearing completed but requires another extension to be completed to meet the TIF.

The applicant has requested a second amendment to the Redevelopment Agreement to address these delays, with a new completion date of July 1, 2025. The second amendment only changes the date of December 31, 2024 to July 1, 2025.

BACKGROUND/DISCUSSION

The Original Agreement required completion of the Redevelopment Project by June 30, 2023, for the Developer to be reimbursed from tax increment financing revenues for a portion of its redevelopment costs. The Developer has requested that the Original Agreement be amended to provide additional time to complete the Redevelopment Project.

FINANCIAL IMPACT

This redevelopment project will result in increased property and sales tax that otherwise would not be generated. In addition, this redevelopment project will prevent the area from deteriorating further.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

There is no financial impact from the proposed second amendment to the Redevelopment Agreement. The maximum allowable TIF assistance remains the same; the amended Agreement simply extended the date to July 1, 2025.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Second Amendment to Redevelopment Agreement between the City of Cape Girardeau and Tenmile Holdings, LLC.

BOARD OR COMMISSION RECOMMENDATION

At its meeting on March 9, 2022, the Tax Increment Financing Commission of the City of Cape Girardeau, Missouri, passed a resolution recommending approval of the redevelopment plan for the Esquire Theater Tax Increment Financing Redevelopment Plan; the designation of the redevelopment area described therein; approval of the redevelopment project described therein, and expressing other recommendations to the City Council of Cape Girardeau, Missouri.

City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of May 2, 2022 (the “Original Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space or café at the building’s Broadway entrance.

<u>ATTACHMENTS:</u>	
Name:	Description:
25-14 Ord Amend 2 Redevelopment Agreement Esquire Theater.docx	Ordinance
Amend 2 Redevelopment Agreement Esquire Theater.docx	Second amendment to redevelopment agreement 2025

BILL NO. 25-14

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF CAPE GIRARDEAU AND TENMILE HOLDINGS, LLC.

WHEREAS, the City of Cape Girardeau and Tenmile Holdings, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of May 2, 2022 (as amended, the “Prior Agreement”) relating to the redevelopment of the historic Esquire Theater building into office suites with an additional retail space or café at the building’s Broadway entrance; and

WHEREAS, the Prior Agreement required completion of the Redevelopment Project by January 1, 2025, as evidenced by an occupancy certificate for the building; and

WHEREAS, the Developer has requested that the Prior Agreement be amended to provide additional time to complete the Redevelopment Project;

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

Section 1. The City Council hereby approves the Second Amendment to Redevelopment Agreement in substantially the form of **Exhibit A** attached hereto (the “Second Amendment”). The City Manager is hereby authorized to execute the Second Amendment on behalf of the City. The City Clerk or Deputy City Clerk is hereby authorized to attest to the Second Amendment and to affix the seal of the City thereto.

Section 2. The officers, agents and employees of the City are hereby authorized to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 3. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void one; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. This Ordinance shall take effect and be in full force 10 days after its passage by the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

ATTEST:

Traci Weissmueller, Deputy City Clerk



Stacy Kinder, Mayor

EXHIBIT A

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This **SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT** (this “Second Amendment”) is made and entered into as of _____, 2025, by and between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri (the “City”), and **TENMILE HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

RECITALS:

1. The City and the Developer entered into a Redevelopment Agreement dated as of May 2, 2022, as amended by a First Amendment to Redevelopment Agreement dated as of April 17, 2024 (collectively, the “Prior Agreement”), relating to the redevelopment of the historic Esquire Theater building (the “Building”) into office suites with an additional retail space or café at the building’s Broadway entrance (the “Redevelopment Project”).

2. The Prior Agreement required completion of the Redevelopment Project by January 1, 2025, as evidenced by an occupancy certificate for the building. The Developer has received a temporary occupancy certificate for the building. The parties desire to extend the completion date to July 1, 2025, to be evidenced by a completion certificate submitted by the Developer and approved by the City.

3. Pursuant to Ordinance No. _____, adopted on _____, 2025, the City Council has authorized the City to enter into this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Development.** Section 1(a) of the Prior Agreement is amended to read as follows:

The Developer hereby agrees to complete the Redevelopment Project at its own expense and to submit a Certificate of Substantial Completion, in substantially the form attached as **Exhibit D**, to the City no later than July 1, 2025. The City shall then review the Certificate of Substantial Completion and determine, in its absolute discretion, if the Developer has satisfactorily completed the Redevelopment Project in accordance with this Agreement. Within 180 days after the City approves the Certificate of Substantial Completion, the Developer may submit a Certificate of Reimbursable Project Costs, in substantially the form attached as **Exhibit B**, evidencing the costs of the Redevelopment Project for which the Developer requests reimbursement pursuant to **Section 4**.

2. **Certificate of Substantial Completion.** The Prior Agreement is amended by inserting **Exhibit D** thereto, which is incorporated by reference

3. **City Fees.** The Developer shall promptly pay any fees and expenses incurred by the City in connection with the preparation of this Second Amendment.

4. Ratification and Approval. Except as amended hereby, the Prior Agreement is and shall remain in full force and effect in accordance with the provisions thereof.

5. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

6. Conflicting Provisions. In the event of any inconsistency between the terms and provisions of the Prior Agreement and this Second Amendment, the terms and provisions of this Second Amendment shall prevail.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Name: Kenneth Haskin
Title: City Manager

(SEAL)

ATTEST:

By: _____
Name: Gayle L. Conrad
Title: City Clerk

TENMILE HOLDINGS, LLC

By: _____
Name: Benjamin F. Traxel
Title: Managing Member

EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

TENMILE HOLDINGS, LLC (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of May 2, 2022 (as amended, the “Agreement”), between the City of Cape Girardeau, Missouri (the “City”), and the Developer, hereby certifies to the City as follows:

1. That as of _____, 2025, the Redevelopment Project has been substantially completed in accordance with the Agreement.

2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.

3. Lien waivers for the Redevelopment Project have been obtained.

4. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto and by this reference incorporated herein), certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. This Certificate is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of its obligations and covenants with respect to the Redevelopment Project as described in the Agreement.

6. The City’s acceptance (below) in writing to this Certificate shall evidence the satisfaction of the Developer’s agreements and covenants to complete the Redevelopment Project in accordance with the Agreement.

This Certificate is given without prejudice to any rights against third parties that exist as of the date hereof or that may subsequently come into being.

All certifications or statements made or set forth in this Certificate are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this _____ day of _____, 2025.

TENMILE HOLDINGS, LLC

By: _____
Name: Benjamin F. Traxel
Title: Managing Member

ACCEPTED:

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
City Manager

(Attach AIA Form G-704)

Staff: Jake Garrard, PE, City Engineer
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance vacating the City's interest in parts of various street and alley Rights Of Way in the Smelterville Subdivision in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached Ordinance vacates the City's interest in parts of several Rights Of Way, to include both street and alley rights of way, in the Smelterville Subdivision along S Sprigg Street between La Cruz St and the Cape LaCroix Creek in the City of Cape Girardeau. These vacated rights of way will be included with Lots of the Smelterville Subdivision, currently owned by the City, in a sale of real property. A Public Hearing to consider the vacation was held on February 3, 2025.

BACKGROUND/DISCUSSION

Fire Chief Randy Morris was approached by Cape Girardeau Career and Technology Center (CTC) with a request to purchase the fire training site grounds within the Smelterville Subdivision along S Sprigg Street between La Cruz St and the Cape LaCroix Creek. CTC would be using said ground to expand their Commercial Driver's License course and for miscellaneous needs. There are several Lots within the City owned lands of this area that are exempt from viable transfer of interest due to how they were acquired by the City via FEMA Flood Buyout Grant Funds. But there are a number of Lots that are viable to be sold that are not deed restricted by Flood Buyout monies. These lots along with the vacated rights of way, approximately 5 acres, would be available to be transferred in a transaction with CTC as the Grantee and the City as the Grantor. Therefore, the City is seeking to vacate interest in several parts of Rights Of Way within the Smelterville subdivision area prior to the sale of real property so as to be included in the available land to be sold. Other parts of these rights of way are being retained to provide the City access to flood buyout properties as well as existing City Infrastructure in the ground.

As part of the agreement for sale, the City of Cape will retain its ability to continue to use the area as the Fire Training Site for current and future employees.

FINANCIAL IMPACT

The future Grantee of the land to be sold will pay for all associated costs for the Public Hearing advertisement and recording fees of the vacation ordinance. Vacated un-improved rights of way land will be sold alongside additional City owned Lots of the Smelterville Subdivision which will be generating revenue to the benefit the

City.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance vacating the City's interest in parts of Right of Way in the Smeltonville Subdivision in the City of Cape Girardeau, Missouri.

PUBLIC OUTREACH

An advertisement for a Notice of Public Hearing appeared in the Southeast Missourian on January 23, 2025. A Public Hearing was held on February 3, 2025 to consider the request to vacate various parts of rights of way of Smeltonville Subdivision.

ATTACHMENTS:	
Name:	Description:
25-15_Vacation_Smeltonville_ROWs.docx	Ordinance
EXHIBIT_FireTrainingSite_ROW_Vacation.pdf	Vacation Exhibit
Document_250121_091309.pdf	Affidavit to Publish

AN ORDINANCE VACATING THE CITY'S INTEREST IN PARTS OF VARIOUS STREET AND ALLEY RIGHTS OF WAY IN THE SMELTERVILLE SUBDIVISION, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, the City Council may hold a hearing to consider vacating the City's interest in any real estate; and

WHEREAS, a public hearing was held on February 3, 2025, at which time all interested parties were afforded the opportunity to speak in favor of or in opposition to the proposed vacation; and

WHEREAS, at least ten days' notice of the time and place of said hearing was published in a newspaper of general circulation in the City; and

WHEREAS, the City Council has determined that said parts of various street and alley rights of way are not necessary or needed for any of the purposes for which they were dedicated and established; and

WHEREAS, the City Council has determined that it is in the public interest that said parts of various street and alley rights of way be vacated.

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

ARTICLE 1. The City Council hereby finds that it is in the public interest that said parts of various street and alley rights of way in the Smelterville Subdivision along South Sprigg Street between La Cruz Street and the Cape LaCroix Creek be vacated.

ARTICLE 2. The City hereby vacates its interest in the following described parts of various street and alley rights of way:

Tract 1

All that part of an Alley Right of Way in Block 1 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All that part of the platted 12 foot wide, East-West Alley of Block 1 of Smelterville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 3, Block 1 and the Northwest Corner of Lot 4, Block 1, as shown on said subdivision; thence stretching along the platted alley of Block 1 and terminating at a line that runs from the Southeast corner of Lot 16, Block 1 to the Northeast corner of Lot 15, Block 1 of said subdivision and being approximately 275 linear feet in length of said alley; 3,230.57 square feet in area, more or less.

Tract 2

All that part of Beech Street Right of Way falling between Blocks 1 and 2 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All that part of the platted 50 foot wide Beech Street Right of Way of Smelterville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 6, Block 1 and the Northwest Corner of Lot 1, Block 2, as shown on said subdivision; thence stretching along the platted Beech Street and terminating at a line that runs from the Southeast corner of Lot 11, Block 1 to the Northeast corner of Lot 12, Block 2 of said subdivision and being approximately 205 linear feet in length of said right of way; 9,756.07 square feet in area, more or less.

Tract 3

All that part of an Alley Right of Way in Block 2 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All that part of the platted 12 foot wide, East-West Alley of Block 2 of Smelterville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 3,

Block 2 and the Northwest Corner of Lot 4, Block 2, as shown on said subdivision; thence stretching along the platted alley of Block 2 and terminating at a line that runs from the Southeast corner of Lot 13, Block 2 to the Northeast corner of Lot 14, Block 2 of said subdivision and being approximately 240 linear feet in length of said alley; 2,667 square feet in area, more or less.

Tract 4

All that part of Pine Street Right of Way falling between Blocks 2 and 3 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All that part of the platted 50 foot wide Pine Street Right of Way of Smelterville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 6, Block 2 and the Northwest Corner of Lot 1, Block 3, as shown on said subdivision; thence stretching along the platted Pine Street and terminating at a line that runs from the Southeast corner of Lot 14, Block 2 to the Northeast corner of Lot 13, Block 3 of said subdivision and being approximately 240 linear feet in length of said right of way; 11,540.15 square feet in area, more or less.

Tract 5

All of an Alley Right of Way in Block 3 of Smelterville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All of the platted 12 foot wide, East-West Alley of Block 3 of Smelterville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 3, Block 3 and the Northwest Corner of Lot 4, Block 3, as shown on said subdivision; thence stretching along the entire length of the platted alley of Block 3 and terminating at the Western Right of Way Line of Giboney Lane as shown on said plat and being the same as a line that runs from the Southeast corner of Lot

20, Block 3 to the Northeast corner of Lot 19, Block 3 of said subdivision and being approximately 327 linear feet in length of said alley; 4,113.79 square feet in area, more or less.

Tract 6

All of an Alley Right of Way in Block 4 of Smeltonville, a subdivision recorded in Plat Book 2, at Page 42 in the County Land Records, in the City and County of Cape Girardeau, Missouri and further described as follows:

All of the platted 12 foot wide, East-West Alley of Block 4 of Smeltonville beginning at the original Eastern Right of Way Line of Sprigg Street as shown on said plat and being the same location as a line stretching between the Southwest corner of Lot 3, Block 4 and the Northwest Corner of Lot 4, Block 4, as shown on said subdivision; thence stretching along the entire length of the platted alley of Block 4 and terminating at the Western Right of Way Line of Giboney Lane as shown on said plat and being the same as a line that runs from the Southeast corner of Lot 17, Block 4 to the Northeast corner of Lot 18, Block 4 of said subdivision and being approximately 317 linear feet in length of said alley; 3,926.62 square feet in area, more or less.

is hereby vacated.

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



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

On this ___ day of _____, 2025, before me appeared Stacy Kinder, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that the said instrument was signed and sealed in behalf of said City by authority of its City Council and acknowledged said instrument to be the free act and deed of said City.

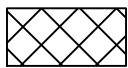
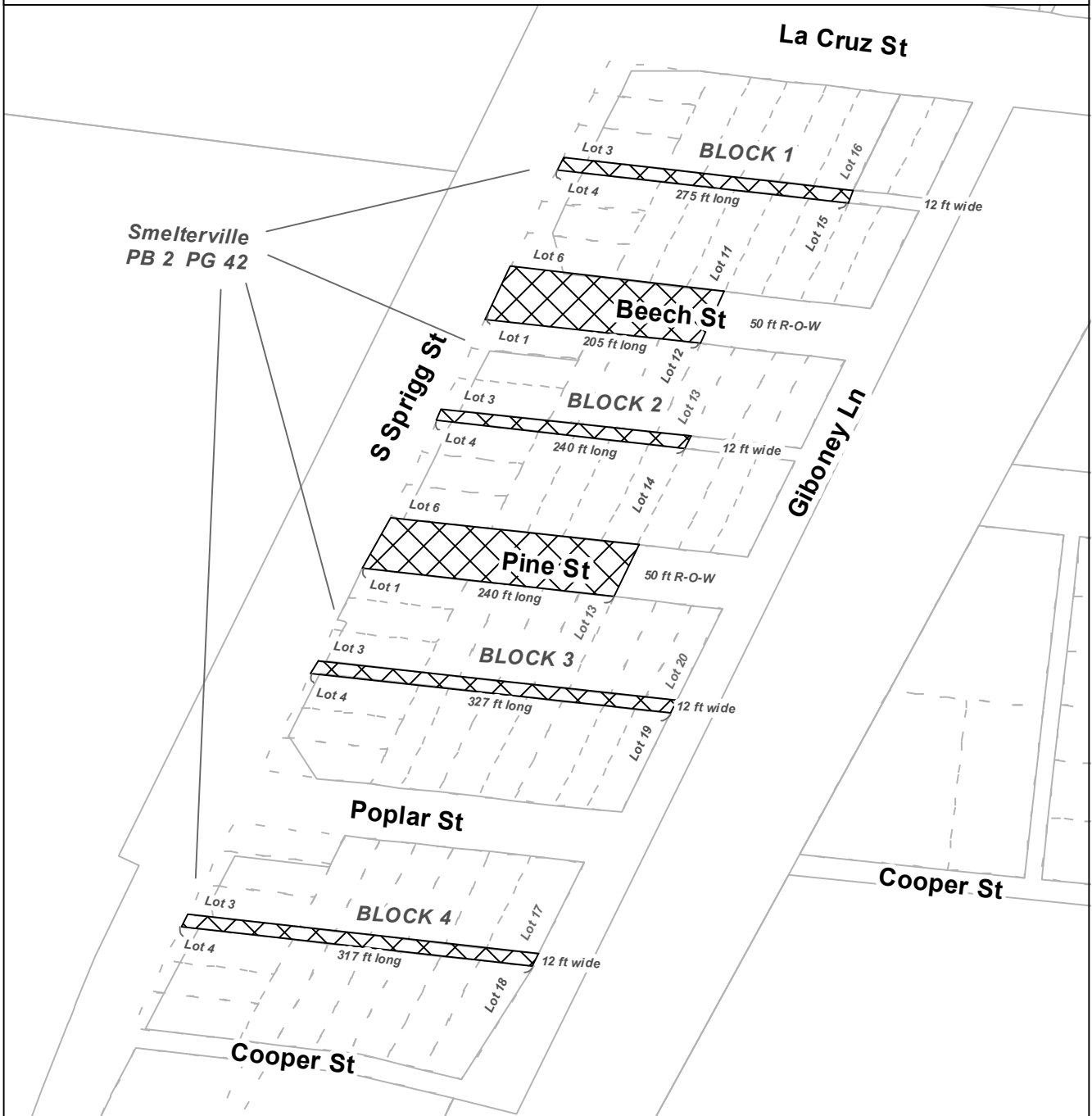
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Cape Girardeau, Missouri, the day and year first above written.

Notary Public

My Commission Expires:



Rights of Way to be Vacated in Smelterville (PB 2 PG 42)



Area of Interest:
Vacation of Right of Way

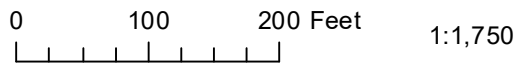


Parcel



Lot Lines

LEGEND



Date: 1/9/2025

Created by: Development Services
Teresa Heffner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

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.



Invoice No. CP16262
 Campaign No. 5944
 Campaign Desc. Public Hearing for a Vacation of Parts of Right of Way
 Invoice Date 1/21/2025
 Sales Rep(s) Ian Riley

bill-to

City Of Cape Girardeau
 ATTN: Accounts Payable
 44 North Lorimier Street
 P. O. Box 617
 Cape Girardeau, MO 63701
 Account No: 102961

advertiser

City Of Cape Girardeau
 Account No: 102961

please remit payment to

Concord Publishing House, Inc.
 PO Box 699
 Cape Girardeau, MO 63702

For questions or payments, call us at **573.388.2728**
 Or email us at: billing@semissourian.com

payment due

Campaign Net Amount	60.15
Billing Installment	1 of 1
Invoice Net Amount	60.15
Payment Amount Due	\$ 60.15
Payment Due Date	1/21/2025

print lines

Product	Start	End	Description	Ad Size(s)	P.O. Number	Page #	Rate	Amount
Southeast Missourian	1/21/2025	1/21/2025	Legal Liner	2 Columns x 2.406 Inches			60.15	60.15

invoice no. invoice date sales rep(s)

CP16262 1/21/2025 Ian Riley

bill-to advertiser

City Of Cape Girardeau
 ATTN: Accounts Payable
 44 North Lorimier Street
 P. O. Box 617
 Cape Girardeau, MO 63701
 Account No: 102961

PAYMENT REMITTANCE

SEND PAYMENT TO
Concord Publishing House, Inc.
 PO Box 699
 Cape Girardeau, MO 63702

PLEASE PAY THIS AMOUNT
\$ 60.15

REMEMBER: DETACH AND RETURN THIS PORTION WITH REMITTANCE FOR PROPER CREDIT

CPH Legal / Public Hearing for a Vacation of Parts of Right of Way

Publisher's Affidavit

STATE OF MISSOURI} SS
COUNTY OF CAPE GIRARDEAU}

Before me, the undersigned, a Notary Public, this day personally came **Sherry Cole**

who, being first duly sworn, according to law upon his/her oath, says that he/she is **Bookkeeper** of the Southeast Missourian, a newspaper published in the city of Cape Girardeau, in Cape Girardeau County and State of Missouri, and that the publication, of which the annexed is a true copy, was published in said paper on the following dates:

1/21/2025

(appearing once a day on the same day of each week) and further says that said Newspaper is a daily newspaper printed and published in the City of Cape Girardeau and State of Missouri and has a general circulation in the City of Cape Girardeau and State of Missouri and has a general circulation in the City and County of Cape Girardeau and State of Missouri, and has held such general circulation in said county continuously, regularly and consecutively for a period of more than ten years next before the date of the first publication mentioned above, and has been likewise continuously, regularly and consecutively published up to the time of the making of this affidavit for a period of more than ten years next before the date of the jurat to this publisher's affidavit or proof of publication, and that the rate charged therefore is not in excess of the rate allowed by laws of the State of Missouri, and that said Southeast Missourian has been admitted to the United States Post Office as second class matter in the City of Cape Girardeau, Missouri; and that said newspapers has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that said newspaper and its publishers have complied with each and every provision of the laws of Missouri and particularly with the provisions of Section 13775 of the Revised Statutes of Missouri, 1929, as amended, and approved on May 14, 1931, as appears in the Laws of Missouri, 1931 at page 303.

Sherry Cole

Subscribed and sworn to me this 21 Jan 2025

Tonja Hemphill
Notary Public, State of Missouri

Qualified and commissioned for a term expiring

October 12, 2025

Publication Fee: \$60.15

Cape Girardeau, MO
Southeast Missourian

TONJA HEMPHILL
Notary Public - Notary Seal
State of Missouri
Commissioned for Cape Girardeau County
My Commission Expires: October 12, 2025
Commission Number: 13881343

**NOTICE OF PUBLIC HEARING
CITY OF CAPE GIRARDEAU, MISSOURI**

Notice is hereby given that Cape Girardeau, Missouri City Council will hold a public hearing on Monday, February 3, 2025 at 5 p.m., in the City Hall Council Chambers, City Hall, 44 N. Lorimier St. Cape Girardeau, Missouri, to consider vacating part of the City's interest in:

Parts of several Street and Alley Rights of Way in the Smeltonville Subdivision, S Sprigg St south of La Cruz St.

All interested parties shall be afforded the opportunity at the hearing to speak in favor of or in opposition to the proposed vacation.

Gayle L. Conrad
City Clerk
City of Cape Girardeau

(January 21, 2025)

Staff: JoJo Stuart, Airport Manager
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An ordinance authorizing the City Manager to enter into an Air Traffic Control Tower Operating Assistance Grant Agreement, No. AIR 246-077A-3, for the fiscal year 2024-2025 in the amount of \$167,000.

EXECUTIVE SUMMARY

Annually, Missouri State legislation provides up to \$167,000 for reimbursement of air traffic control tower (ATCT) operational expenses for Missouri municipalities currently funding their own air traffic control tower operation. The City of Cape Girardeau is eligible for these funds and the attached Air Traffic Control Tower Operating Assistance Grant Agreement will reimburse the City up to \$167,000 for the direct costs to operate the air traffic control tower for the period of the fiscal year, which begins July 1, 2024 and ends on June 30, 2025.

BACKGROUND/DISCUSSION

The Air Traffic Control Tower Operating Assistance Grant Agreement funds are available to the City as the result of language within the Missouri State Jet Fuel Tax legislation. The Jet Fuel Tax funds the Missouri State Aviation Trust Fund annually at varying levels. In addition to the Air Traffic Control Tower funding, Aviation Trust funds are utilized by the Missouri Department of Transportation Aviation Division to fund a variety of airport maintenance and capital improvement projects at over one hundred airports throughout the state.

FINANCIAL IMPACT

The \$167,000 grant will fund roughly 44% of the total Air Traffic Control Tower operational expenses, which total approximately \$390,000 labor expenses annually.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

This grant provides much needed funding which allows the City to sustain an operating air traffic control tower at the Cape Girardeau Regional Airport. These funds can cover any operational expense for the ATCT, including personnel and building maintenance expenses.

STAFF RECOMMENDATION

It is recommended the City Council approve an ordinance authorizing the City Manager to execute the attached Air Traffic Control Tower Operating Assistance Grant Agreement with the Missouri Highways and Transportation Commission, Project No. AIR 246-077A-3, in the amount of \$167,000, to assist funding the Air Traffic Control Tower operations for the fiscal year 2024-2025 at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
☐ 25-17_Air_Traffic_Control_Grant_Agreement_2024-2025.docx	Ordinance
☐ Agreement.pdf	ATCT Assistance Grant

BILL NO. 25-17

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AIR TRAFFIC CONTROL TOWER OPERATING ASSISTANCE GRANT AGREEMENT FOR THE FISCAL YEAR 2024-2025, WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, an Air Traffic Control Tower Operating Assistance Grant Agreement for the fiscal year 2024-2025, for Project No. AR 246-077A-3, between the City of Cape Girardeau and the Missouri Highways and Transportation Commission for the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same. 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 ordinance.

Article 2. 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

Traci Weissmueller, Deputy City Clerk



CCO Form: MO13
Approved: 1/99 (RMH)
Revised: 05/24 (MWH)
Modified:

Sponsor: City of Cape Girardeau
Project No.: AIR 246-077A-3

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIR TRAFFIC CONTROL TOWER OPERATING
ASSISTANCE GRANT AGREEMENT**

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Sponsor for the operation of the Air Traffic Control Tower (hereinafter, "Tower") at the Cape Girardeau Regional Airport (hereinafter, "Airport") pursuant to section 305.230 RSMo, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor agrees to operate the Tower in accordance with all rules and regulations of the Federal Aviation Administration and with all applicable Federal and State requirements.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to One Hundred Sixty-Seven Thousand Dollars (\$167,000); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of July 1, 2024 to June 30, 2025. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(3) PERFORMANCE OF AGREEMENT: The Sponsor shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the activities in accordance with the provisions of the Agreement.

(4) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the operation of the Tower as the Commission may require at any time.

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

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in the Scope of Work Statement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(6) PAYMENTS:

(A) Timing of Payments: The Commission's payments to the Sponsor will be made on a quarterly basis. The Commission will provide a reimbursement form to be completed by the Sponsor when requesting funds.

(B) Limitations on Commission Contribution: Funds made available to the Commission and the Sponsor are subject to appropriations made by the General Assembly.

(7) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in violation of any of the terms of this Agreement.

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

(9) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation (hereinafter, "MoDOT" or "Department")

employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(10) INSURANCE:

(A) The Sponsor is required or will require any contractor procured by the Sponsor to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

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

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingency upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by Sponsor on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

By: _____

By: _____

Title: _____

Title: _____

Attest:

Attest:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Counsel

Ordinance No.: _____

Staff: JoJo Stuart, Airport Manager
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Concessionaire Agreement with Vehicle Rental Service providers for vehicle rental services at the Cape Girardeau Regional Airport.

EXECUTIVE SUMMARY

This agreement establishes a nonexclusive automobile concession at the Airport with vehicle rental service providers. The City will receive 5% of gross receipts for vehicle rentals. The term "gross receipts" as stated in the agreement shall be construed to mean the aggregate amount of all sales realized by the Operator from the rental of any and all motor vehicles to customers obtained at or from the Airport.

BACKGROUND/DISCUSSION

In November, 2007, the City authorized an agreement with Enterprise Leasing Company of St. Louis to establish automotive rental services at the Cape Girardeau Regional Airport. That agreement, which provided the airport a 10% commission for cars rented from the airport, was established due to new scheduled air passenger service to Cincinnati and the anticipated need for P&G employees traveling direct to Cape Girardeau requiring rental cars. When that air service was cancelled after 45 days, Enterprise and the Airport agreed to allow the employees at Cape Aviation to service Enterprise customers who had already established contracts and simply provide keys to contracted customers and collect keys upon their return.

The attached agreement is an updated Concessionaire agreement that will still provide a service for airline passengers and general aviation customers at the Airport.

FINANCIAL IMPACT

In the past the financial impact has varied from \$4000 to \$1800 based on volume. With the addition of car rental agencies and the increase in airline passengers as well as general aviation traffic it would be easy to assume the financial impact would increase over time.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

From a customer convenience perspective, this agreement provides a service for both, general aviation customers and scheduled air carrier passengers.

STAFF RECOMMENDATION

It is recommended the City Council approve a resolution authorizing the Airport Manager to enter into the attached Concessionaire Agreement with vehicle rental service providers for the purpose of renting vehicles to users of the facilities, at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:

24-18_Agreement_Airport_Concessionaire_Veichle_Rental_.doc	Resolution
2025.01.23.Airport.Car.Rental.Agreement.docx	Agreement

BILL NO. 25-18

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AIRPORT MANAGER
TO EXECUTE AGREEMENTS WITH VEHICLE RENTAL
SERVICE PROVIDERS AT THE CAPE GIRARDEAU
REGIONAL AIRPORT

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

ARTICLE 1. The Airport Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute agreements with vehicle rental service providers, for vehicle rental services at the Cape Girardeau Regional Airport. Such agreements shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments therein as amended 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



AIRPORT AGREEMENT

THIS AIRPORT AGREEMENT (the "Agreement") is made to be effective as of _____, by and between the City of Cape Girardeau, Missouri, a home-rule city organized and existing under the laws of the State of Missouri, hereinafter referred to as "City," and _____, hereinafter referred to as "Operator," and supersedes all previous agreements between the parties on the subject of the operation of a nonexclusive automobile rental concession at the Cape Girardeau Regional Airport, located at 750 and 860 Rush H. Limbaugh Jr. Memorial Drive, Cape Girardeau, MO, 63701, herein referred to as "Airport."

WHEREAS, the City owns and operates the Airport;

WHEREAS, rental car services at the Airport are essential for proper accommodation of passengers arriving at and departing from the Airport and the provision of such services serves a public purpose; and

WHEREAS, the Cape Girardeau City Council on _____ adopted Resolution No. ____ authorizing the City's Airport Manager to enter into an agreement with the Operator based upon certain terms and conditions covering the operation of a nonexclusive automobile rental concession at the Airport;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. AUTHORIZATION

The City hereby authorizes the Operator to operate a nonexclusive automobile rental concession at the Airport to the extent authorized in this Agreement. This authorization shall not be construed as a lease, sublease, rental agreement or license with respect to any real property owned by the City. It is understood and agreed that the Operator has no interest whatsoever in the real property upon which the concession is operated and no right to possession of any portion of the City's property located at the Airport or elsewhere. This Agreement is nonexclusive and the City shall maintain the right to enter into other agreement(s) with other operator(s) for rental vehicles and services at the Airport.

ARTICLE II. EFFECTIVE DATE AND TERM

The effective date of this Agreement is as of _____. Unless otherwise terminated as herein provided, the length of this Agreement shall be for a period of five (5) years unless terminated earlier by either the City or the Operator pursuant to the terms of this Agreement.

ARTICLE III. FEES

A. As consideration for the City authorizing the Operator to conduct a nonexclusive automobile rental concession at the Airport, Operator shall pay to the City a fee equal to five percent (5%) of gross receipts as hereinafter defined.

B. Operator shall, within twenty (20) days after the close of each calendar month, furnish the City a monthly statement of gross receipts prepared in accordance with generally accepted accounting principles and certified by a responsible officer of Operator. These reports shall show such reasonable data and breakdown as may be required by the City and shall be accompanied by Operator's payment of the consideration due hereunder based upon five percent (5%) of gross receipts as defined in Paragraph C of this Article III.

C. The term "gross receipts" as used herein shall be construed to mean the aggregate amount of all sales realized by the Operator from the rental of any and all motor vehicles to customers obtained at or from the Airport and shall include all the Operator's business done upon and within or from operating the concession, except as hereinafter provided. It shall include:

1. All time and mileage charges for the rental of vehicles hereunder, including all revenue derived by Operator from rental of vehicles delivered to a customer obtained from the Airport.
2. "Drop charges" charged to a customer renting a vehicle at the Airport but delivering same to another dealer at the destination point.
3. All monies paid for Personal Accident Insurance coverage incidental to the rental of vehicles at the Airport.
4. Credits given to the Operator's customers for such things as out-of-pocket purchases for gas, oil, or emergency service, and deposits regardless of where made.
5. Any revenues received where there is advance registration or reservation for any person at the Airport for a rental vehicle.

D. Gross receipts shall not include:

1. Federal, state or municipal sales or similar taxes which are separately stated and collected from customers of the Operator.
2. Revenue realized by the Operator as reimbursement for refueling a vehicle rented pursuant to a rental agreement under which the customer is obligated to return the vehicle with a full tank of gasoline.
3. Sums received from customers of the Operator for collision damage waiver coverage.
4. Amounts received as insurance proceeds or otherwise for damages to vehicles and other property of the Operator.
5. Sums received for loss, conversion, or abandonment of Operator's vehicles.
6. Sums received from customers of Operator under its right to recover from its customers for damages to the rented vehicles.
7. Proceeds recovered by the Operator from the sale of its vehicles.

E. No deductions shall be allowed from gross receipts for the payment of fees or taxes levied on the Operator's activities, facilities, equipment or real or personal property of the Operator.

F. The Operator shall have the right to conduct part of its business on a credit basis; PROVIDED, HOWEVER, that the risk of such operation shall be borne solely by the Operator, and the Operator shall report all income, both cash and credit, in its monthly gross receipts statement to the City.

G. The Operator shall keep true and accurate account records, books and data which shall, among other things, show all sales made and services performed for cash or credit or otherwise, without regard to whether paid or not, and, also the gross sales of said business and the aggregate amount of all sales and services and orders, and of all the Operator's business done upon and within or from operating the concession.

H. The City and its agents shall have the right at all reasonable times and during all business hours to inspect and examine such records, cash registers, books and other data as required to confirm the gross sales as defined hereinabove.

I. Within ninety (90) days after the end of each calendar year, Operator at its sole expense shall submit to the City a certified annual statement of gross receipts for that year. The certified annual statement shall consist of a statement of gross receipts, as defined in Paragraph C of this Article III, prepared in accordance with generally accepted accounting principles, with an audit report of that statement certified by a responsible officer of the Operator. In the event of an underpayment by the Operator, an amount equal to such payment shall be promptly paid by the Operator. In the event of an overpayment by the Operator, an amount equal to such payment shall be credited to future payments of the Operator.

ARTICLE IV. BOOKS AND RECORDS

A. Operator shall maintain records sufficient to meet the reasonable requests for information by the City in order to determine Operator's volume of business and activities by reason of this Agreement.

B. The City or its designated representative shall have the right to examine, inspect and audit the books and other records of Operator, including the reservation register and contracts consummated in a manner and in such a way as complies with generally accepted accounting principles including, but not limited to statistical sampling. The City reserves the right to make the audit at any time.

C. If the City shall not be satisfied with any audit findings conducted by it, the City shall serve notice upon Operator of such dissatisfaction with such audit findings. If Operator agrees with the City's audit findings, Operator shall within thirty (30) days after receipt of said notice shall pay all monies due to the City. If Operator does not agree with the City's findings, Operator shall, within sixty (60) days after receipt of said notice from the City, furnish to the City at Operator's expense an audit made by an independent Certified Public Accountant mutually agreeable to both parties. All expenses of the City's audit shall be paid by Operator if the report of Operator's retained auditor certifies the Operator has underpaid the City hereunder. The final audit of the independent Certified Public Accountant made as aforesaid shall be conclusive upon the parties, and Operator shall pay to the City, within thirty (30) days after a copy of the certified Public Accountant's final report has been delivered to Operator, the amount, if any, shown thereby to be due and owing the City. The failure of Operator to make payment to the City within this thirty (30) day period shall constitute a material breach of this Agreement and shall give cause to the City for immediate termination thereof.

D. The City reserves the right to prescribe or change reporting formats to be submitted by the Operator, their method and time of submission, however, the City shall first submit to Operator in writing specifics of any desired changes.

E. It is the intent and purpose of the foregoing provisions that:

1. The Operator shall keep and maintain records which will enable the City as well as Operator to ascertain and determine clearly and accurately the share of gross receipts payable by Operator to the City;
2. The program to be prescribed for the method of reporting gross receipts will be adequate to provide a control and test check of all revenues derived from operations conducted by Operator under authority of this Agreement.

ARTICLE V. GENERAL OBLIGATIONS

A. The Operator shall provide the City pre-filled rental contract(s) with the authorized name(s) of the individual(s) renting vehicle(s) at the Airport along with the corresponding key(s) in advance of the authorized individuals' arrival at the Airport. In the absence of a pre-filled contract, the City's Airport Manager is authorized to approve the Operator to submit authorized individuals' names and identifying information in a format approved by said Manager.

B. The City may authorize the Operator, in the City's sole discretion, to install at the Airport certain signage approved by the City's Airport Manager relating to the Operator's services. Upon termination of this Agreement or as directed by the City, all signage which the Operator may install during the term of this Agreement shall be removed within fifteen (15) days from the date of termination or direction. The Operator shall, within said period of time, repair the wall or location of such signage so that it is in as good condition as it was at the time this Agreement was entered into, normal wear and tear excepted.

C. In connection with each rental transaction at the Airport and prior to the City providing key(s) to authorized individual(s), the City shall inspect the authorized individual(s)' driver's license to attempt to verify the authorized individual(s)' identity matches the name(s) provided by the Operator. The City shall communicate to the authorized individual(s) to return the key(s) to the designated location for such at the Airport as

appropriate. The City shall refuse to provide a key and refuse to proceed with the rental transaction if the authorized individual appears to the City to be under the influence of alcohol or drugs or if the individual appears in the discretion of the City to otherwise be incapable of operating a motor vehicle safely.

- D. The Operator shall provide rental vehicles that shall be parked by the Operator at the Airport in close proximity to the Airport Terminal or in a location as may be directed by the City's Airport Manager and the Operator assumes all risk for any damage, loss or injury.
- E. The City shall use reasonable efforts to secure vehicle keys supplied by the Operator, but are in no way liable for any lost or stolen keys.
- F. If the City's Airport Manager becomes aware of any damage, injury, or accident involving a rental vehicle rented from, returned to, or parked at the Airport by the Operator, said Manager shall report such to the Operator. If the City's Airport Manager becomes aware of any theft or disappearance of a rental vehicle parked at the Airport by the Operator, said Manager shall report such to the Operator.
- G. If the City enters into agreements for other operators for rental vehicles or services at the Airport, the City shall not recommend any particular operator over another to customers or potential customers.
- H. Operator shall comply, at its own cost and expense with all applicable federal, state or local laws, ordinances, rules or regulations now in effect or hereafter promulgated. Operator shall not use or suffer or permit any person to use any portion of the Airport utilized by it under this Agreement for any purpose not in compliance with said laws, rules or regulations. Any violation of this Paragraph by Operator shall be construed as a material breach of this Agreement, authorizing the termination thereof at the election of the City, unless Operator, upon receipt of written notice, takes immediate remedial measures acceptable to the City.

ARTICLE VI. DELINQUENT FEES

Without waiving any other right or action available to the City, in the event of default in payment of any of the fees owed the City by the Operator pursuant to the Agreement, if Operator is delinquent for a period of thirty (30) days or more in paying to the City then the Operator shall pay to the City interest thereon at the rate of ten percent (10%) per annum from the date such item was due and owing until full payment has been made.

ARTICLE VII. INDEMNIFICATION

Operator hereby agrees to indemnify and save harmless the City and its elected or appointed officials, agents, boards, commission, employees and representatives, hereinafter referred to as the City, from all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature arising out of or in connection with any act or omission of the Operator, its agents and employees, and of any subcontractor, its agents and employees, in any way arising out of or resulting from any activity of Operator relating to this Agreement or acts in connection thereto which results directly or indirectly in the injury to or death of any person or persons, or on account of any act, claim or amount arising or recovered under Worker's Compensation law, or arising out of the failure of the Operator or those acting under Operator to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the Operator and the City that the City shall, in all instances, except for willful misconduct of the City, be indemnified by the Operator against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with Operator's activity relating to this Agreement or acts in connection thereto. The parties shall give each other prompt notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect each other, and each party shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving the Operator of any obligations hereunder. Operator's obligations hereunder shall survive any termination of this Agreement or Operator's activities on the Airport. In addition, Operator shall hold City harmless against all mechanic's, materialman's liens and/or liens of a like nature, and against all reasonable attorneys' fees and other costs arising by reason of any such liens or claims.

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 OR STATE CONSTITUTION OR LAW.

ARTICLE VIII. TERMINATION

Either party may terminate this Agreement without cause. The termination date will be effective by providing written notice to the other party at least thirty (30) days prior to said termination date. Such right of termination shall be in addition to any other remedies the City may have at law or in equity concerning delinquency or nonpayment of fees owed the City by the Operator.

ARTICLE IX. WAIVER OF PERFORMANCE

The failure of the City to insist in any instance or in more than one instance upon a strict performance by the Operator of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by the City of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.

ARTICLE X. INDEPENDENT CONTRACTOR

It is further mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way relating or establishing the relationship of copartners between the parties hereto or as constituting the Operator as the agent or representative or employee of the City for any purpose or in any manner whatsoever.

ARTICLE XI. INVALID PROVISIONS

It is further expressly understood and agreed that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Operator or City in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

ARTICLE XII. CHOICE OF LAW; VENUE; WAIVER OF OBJECTIONS

This Agreement and its performance shall be deemed to have been fully executed, made by both the Operator and the City in, and governed by and construed in accordance with the laws of the State of Missouri and to be performed wholly within such state, without regard to choice or conflict of laws provisions. Both the Operator and the City hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cape Girardeau County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The City and Operator each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

ARTICLE XIV. NOTICE

Notices to the City are sufficient if hand delivered or sent by certified mail, postage prepaid, addressed to:

Cape Girardeau Regional Airport
Attn: Airport Manager
750 Rush H. Limbaugh Jr. Memorial Drive
Cape Girardeau, MO 63701

and notices to Operator are sufficient if sent by the same means to:

[Name and Address of company].

or to such other respective addresses as the parties may later designate to each other in writing.

ARTICLE XV. PARAGRAPH HEADINGS

All the paragraph and subparagraph headings of this Agreement are for reference only and shall not be considered to define or limit the scope of any provision.

ARTICLE XVI. APPROVALS CONSENTS AND NOTICES

All approvals, consents and notices called for in this Agreement must be in writing and may not be established by oral testimony.

ARTICLE XVII. ATTORNEYS' FEES

In the event of litigation between the City and Operator to enforce the rights or obligations provided by this Agreement the nonprevailing party shall pay for the prevailing party's reasonable attorneys' fees and costs of litigation as may be determined by the court.

ARTICLE XVIII. FEDERAL WORK AUTHORIZATION

Simultaneously with the execution of this Agreement, the Operator will provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

ARTICLE XIX. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

ARTICLE XX. ANTI-DISCRIMINATION AGAINST ISRAEL

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Operator certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Name: JoJo Stuart
Title: Airport Manager

(SEAL)

ATTEST:

By: _____
Name: Gayle L. Conrad
Title: City Clerk

(Operator Name)

By: _____
Name:
Title:

Staff: Jake Garrard, PE, City Engineer
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with QUANTUM SLACKS, LLC for installation of a projecting, double sided, illuminated, circle sign at 1129 Broadway in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by QUANTUM SLACKS, LLC, owner of the property addressed as 1129 Broadway, being the Pagliai's Pizza & Pasta, for a projecting, double sided, illuminated, circle sign, that projects over the Broadway public right of way.

BACKGROUND/DISCUSSION

The property owners at 1129 Broadway, QUANTUM SLACKS, LLC, have presented plans to the City of Cape for a projecting, double sided, illuminated, circle sign that hangs off the face of the Pagliai's Pizza & Pasta into the Broadway public right of way. The sign is 4' in diameter, projects 51 1/2" inches over the right of way, and sits 10 feet above the sidewalk.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a License and Indemnity Agreement to place certain improvements in the Broadway public right of way for the Pagliai's Pizza & Pasta at 1129 Broadway in the City of Cape Girardeau, Missouri.

ATTACHMENTS:	
Name:	Description:
24-19 License and Indemnity 1129 Broadway.doc	Resolution
L I Pagliai s - Projecting Sign Over Public Sidewalk 1129 Broadway.pdf	License and Indemnity Agreement

BILL NO. 25-19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH QUANTUM SLACKS, LLC, TO PLACE CERTAIN IMPROVEMENTS AT 1129 BROADWAY, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Quantum Slacks, LLC, for installation of a projecting illuminated double-sided circle sign overhanging the public sidewalk adjacent to 1129 Broadway, 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, 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement, hereinafter referred to as this "Agreement", is entered into by and between QUANTUM SLACKS, LLC, a Missouri Limited Liability Company, hereinafter referred to as the "Licensee", and the CITY OF CAPE GIRARDEAU, a Municipal Corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City". The Licensee and the City collectively are hereinafter referred to as the "Parties".

WHEREAS, the Licensee desires to place certain improvements and/or conduct certain activities in or on the public right-of-way or other property owned or controlled by the City, hereinafter referred to as the "City Property"; and

WHEREAS, the City has prepared this Agreement for the purposes of granting permission to the Licensee to place said improvements and/or conduct said activities in or on the City Property, subject to certain conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties do hereby state, acknowledge, and agree as follows:

1. The City hereby grants the Licensee permission for the following improvements and/or activities: to install, operate, and to maintain a projecting illuminated double-sided circle sign. This sign extends 51 ½" over the public right of way from the face of the building and will sit 10' above the sidewalk. The sign is 4' in diameter. This frontage improvement extends into the public right-of-way adjacent to the Licensee's property located at 1129 Broadway in the City and County of Cape Girardeau, Missouri, said improvements and/or activities being more particularly described and/or depicted in the attached Exhibits, which are made a part hereof as though fully set out herein.
2. The Licensee hereby assumes all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses, or leaves the City Property, which may occur directly or indirectly as a result of the placement of said improvements and/or the conduct of such activities in or on the City Property.
3. The Licensee hereby releases the City, its officers, employees, agents, servants, and assigns from any liability resulting from the placement of said improvements and/or the conduct of such activities in or on the City Property.
4. The Licensee hereby indemnifies and holds harmless the City, its officers, employees, agents, servants, and assigns from all suits and actions of every name and description brought against the same, for or on account of any injuries or damages received or sustained by any party or parties or alleged to be received or sustained by any party or parties that may result directly or indirectly from the placement of said improvements and/or the conduct of such activities in or on the City Property.
5. The Licensee hereby agrees to keep said improvements in a state of good repair and to cooperate with the City by making necessary repairs as requested by the City so as to protect and preserve the public health and safety.

6. The Licensee hereby agrees that it will not maintain in or on the City Property any hazardous or toxic waste or substances, as defined under all applicable federal, state, and local environmental laws, including, but not limited to: hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, as amended (hereinafter referred to as "RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (hereinafter referred to as "CERCLA"), and toxic substances as defined in the Toxic Substances Control Act, as amended (hereinafter referred to as "TSCA"). Any operations in or on the City Property shall not be in violation of any laws, regulations, ordinances, statutes, orders, or decrees of any governmental body, arbitration tribunal, or court, including, without limitation, RCRA, CERCLA, TSCA, and all regulations thereunder. There shall be no conduct of business in or on the City Property that constitutes a violation of environmental laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
7. Neither this Agreement, nor any portion thereof, nor any actions of the City in granting permission to place said improvements and/or conduct said activities in or on the City Property, shall be construed to give the Licensee any irrevocable rights with respect thereto. The City reserves the right to terminate this Agreement and to order the removal of said improvements and/or the cessation of said activities, at the Licensee's cost, for any reason. In such event, the Licensee agrees to remove said improvements and/or cease said activities within a reasonable period of time as determined by the City. Should the Licensee fail to remove said improvements and/or cease said activities within said period of time, the City shall have the right to cause said improvements to be removed and/or said activities to be stopped, and any costs incurred by the City in doing so shall be paid by the Licensee. Should the Licensee fail to pay the City for said costs, the City shall have the right to issue a special tax bill, which shall be a lien against the Licensee's property referenced herein.
8. This Agreement shall be a continuing obligation running with the land, and shall bind the Licensee and any heirs, executors, administrators, successors, assigns, and legal representatives of the Licensee. This Agreement shall be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be of record.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 5th day of February, 2025.

QUANTUM SLACKS, LLC

E Bergmann
Signature

Eric Bergmann Partner
Printed Name and Title

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

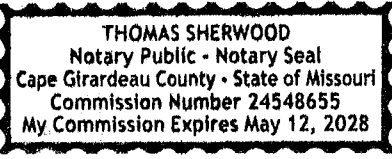
On this 5th day of FEBRUARY, 2025, before me personally appeared ERIC BERGMANN, who did state that they are the OWNER / OPERATOR of QUANTUM SLACKS, LLC, a Missouri Limited Liability Company, and that they executed the foregoing instrument as the free act and deed of said Limited Liability Company for the purposes therein stated.

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

Thomas Sherwood
Notary Public Signature

THOMAS SHERWOOD
Notary Public Printed Name

My Commission Expires:



IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 20____.

CITY OF CAPE GIRARDEAU

Dr. Kenneth Haskin, City Manager

ATTEST:

Signature

Printed Name and Title

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

On this _____ day of _____, 20____, before me personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, a Municipal Corporation organized and existing under the laws of the State of Missouri, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

Notary Public Signature

My Commission Expires:

Notary Public Printed Name

Staff: Police/Chief Adam Glueck
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Highway Safety and Traffic Division reimbursement grant for DWI enforcement.

EXECUTIVE SUMMARY

This grant will reimburse the City of Cape Girardeau up to \$7,000.00 in overtime expenses for officers to conduct DWI enforcement patrols between October 01, 2025 and September 30, 2026.

BACKGROUND/DISCUSSION

The MODOT Highway Safety and Enforcement Grant is an annual grant awarded to the City of Cape Girardeau for DWI enforcement.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Driving while intoxicated has related safety impacts to the citizens of Cape Girardeau. Acceptance of this grant will facilitate the decrease in offenses that occur within the city limits.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant.

ATTACHMENTS:

Name:	Description:
25-20_MoDot_DWI_Enforcement.docx	Resolution
DWI.pdf	DWI

BILL NO. 25-20

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A GRANT APPLICATION
TO MODOT FOR DWI ENFORCEMENT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL
NECESSARY GRANT DOCUMENTS

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

The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a grant application to MoDot for DWI enforcement and is further authorized to execute all necessary grant documents, summaries of said application is attached to this Resolution and made a part hereof. 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk





OWI

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2025 through September 30, 2026**

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

(Application due by March 01, 2025)

Agency:	Cape Girardeau Police Dept.	Agency ORI#:	MO0160100
Address:	2530 Maria Louise Lane	Federal Tax ID#:	436000593
		DUNS #:	L1RQMKMJYF76
City:	Cape Girardeau	State:	MO
		Zip:	63701
		County:	Cape Girardeau
Phone:	573-335-6621	Fax:	573-335-8571
Contact:	Sgt. Brad Neels	Email:	bneels@cityofcapegirardeau.org
Jurisdiction:	Rural	Jurisdiction Population:	35,596
Targeted Population:	Impaired Drivers		

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title:	Impaired Driving Enforcement	Requested Amount:	\$7,000.00
Brief Description:	DWI Enforcement Patrol		

Brad Neels

Authorizing Official

Authorizing Official Signature

SGT

Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

During the calendar year of 2024, there were 1629 motor vehicles crashes in the City of Cape Girardeau. Of those crashes, 44 drivers were impaired by alcohol and 6 involved drivers were impaired by drugs. The high crash times for the City of Cape Girardeau are Monday through Friday from approximately 7:00 A.M. to 6:00 P.M. There were 1,371 crashes involving property damage, 238 crashes involving injuries, and 2 fatal accidents. This caused an estimated \$40,415,400.00 in economic loss to the citizens of Cape Girardeau. In the calendar year of 2024, the Cape Girardeau Police Department made 137 arrests for the offense of driving impaired. Of those 137 arrests, 49 were involved in a motor vehicle crash. The Cape Girardeau Police Department also wrote 261 speeding tickets in 2024 which included a total of 545 HMV violation citations.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Reduce drunk and drugged driving in Cape Girardeau, particularly the number of repeat impaired offenders, making our roadways safe. To raise the perception among impaired drivers that they will be stopped and investigated for impaired driving.

PROJECT DESCRIPTION

Have officer(s) for extra patrol for mainly Thursday, Friday and Saturday (but not limited to these days of the week) nights from 6:00 P.M. to 3:00 A. M. The dates may vary depending on special events or holidays throughout the calendar year. With officers working a minimum of 2 hours and a maximum of 4 hours. Dedicated solely to enforcing city and state traffic laws, specifically DWI.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p style="padding-left: 40px;">Due to some manpower issues and a lack of interest among officers, we have had some unexpended balances for DWI Patrol, however we used all of the money for the last cycle and are on track to use all of 2025's DWI Patrol money.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	137
19 Total number of speeding citations written by your agency.	261
20 Total number of HVM citations written by your agency.	545
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	79
23 Total number of warnings issued.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	1629
25 Total number of traffic crashes resulting in a fatality.	2
26 Total number of traffic crashes resulting in a serious injury.	238
27 Total number of speed-related traffic crashes.	158
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	29
30 Total number of alcohol-related traffic crashes.	44
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	5

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	74
36 Total number of commissioned patrol and traffic officers.	41

37 Total number of commissioned law enforcement officers available for overtime enforcement.	71
38 Total number of vehicles available for enforcement.	92
39 Total number of radars/lasers.	41
40 Total number of in-car video cameras.	0
41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
16 PBTS	
42 Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Anywhere in the city limits of Cape Girardeau with an emphasis on the downtown area where most of the bars are located

44 Enter the number of enforcement periods your agency will conduct each month. 16

45 Enter the months in which enforcement will be conducted.

October through September

46 Enter the days of the week in which enforcement will be conducted.

Primarily (but not limited too) Thursday, Friday, and Saturday, with the exception of some special events periodically throughout the year.

47 Enter the time of day in which enforcement will be conducted.

Primarily 2000 hours to 0200 hours with the exception of some special events periodically throughout the year.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

None

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Evaluate the total number of DWI arrests before the directed saturation patrol for the past two years. After the saturation patrol, compare the number of arrests for DWI to see if this project has an effect on drinking and driving .

ADDITIONAL FUNDING SOURCES

Safe Communities/ TRACTION Approx. \$350,000.00 Oct 1st 2024 to Sept 30 2025

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Enforcement Hours and/or Fringe	DWI PATROL ENFORCEMENT HOURS PAID AT DOUBLE TIME RATE	1	\$7,000.00	\$7,000.00	\$0.00	\$7,000.00
					\$7,000.00	\$0.00	\$7,000.00
Total Contract					\$7,000.00	\$0.00	\$7,000.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

Staff: Police/Chief Adam Glueck
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Highway Safety and Traffic Division reimbursement grant for Hazardous Moving Violation enforcement.

EXECUTIVE SUMMARY

This grant will reimburse the City of Cape Girardeau up to \$15,000.00 in overtime expenses for officers to conduct hazardous moving violations enforcement patrols between October 01, 2025 and September 30, 2026.

BACKGROUND/DISCUSSION

The MoDOT Highway Safety and Enforcement Grant is an annual grant awarded to the City of Cape Girardeau for Hazardous Moving Violation enforcement.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Hazardous moving violations have related safety impacts to motorists on the roads of Cape Girardeau. Acceptance of this grant will facilitate the decrease in offenses that occur within the city limits.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant.

ATTACHMENTS:

Name:	Description:
25-21_MoDot_Hazardous_Moving_Violation_Enforcement.docx	Resolution
HMV.pdf	HMV

BILL NO. 25-21

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A GRANT APPLICATION TO MODOT FOR HAZARDOUS MOVING VIOLATION ENFORCEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY GRANT DOCUMENTS

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

The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a grant application to MoDot for hazardous moving violation enforcement and is further authorized to execute all necessary grant documents, summaries of said application is attached to this Resolution and made a part hereof. 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk





HMV

Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

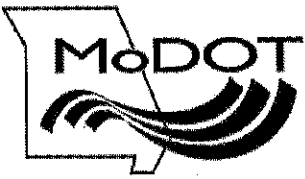
Council Member

Council Member

Council Member

Council Member

Mayor



**Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2025 through September 30, 2026**

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

(Application due by March 01, 2025)

Agency: Cape Girardeau Police Dept.

Agency ORI#: MO0160100

Address: 2530 Maria Louise Lane

Federal Tax ID#: 436000593

DUNS #: L1RQMKMJYF76

City: Cape Girardeau

State: MO

Zip: 63701

County: Cape Girardeau

Phone: 573-335-6621

Fax: 573-335-8571

Contact: Sgt. Brad Neels

Email: bneels@cityofcapegirardeau.org

Jurisdiction: Rural

Jurisdiction Population: 35,596

Targeted Population: All Drivers

Project activity for which your agency is requesting funding:

Hazardous Moving Violation

Project Title: HMV Enforcement

Requested Amount: \$15,000.00

Brief Description: Enforcement

Brad Neels

Authorizing Official

Authorizing Official Signature

Sergeant

Authorizing Official Title

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

During the calendar year of 2024, there were 1629 motor vehicles crashes in the City of Cape Girardeau. Of those crashes, 44 drivers were impaired by alcohol and 6 drivers were impaired by drugs. The high crash times for the City of Cape Girardeau are Monday through Friday from approximately 7:00 A.M. to 6:00 P.M. There were 1,371 crashes involving property damage, 238 crashes involving injuries, and 2 fatal accidents. This caused an estimated \$40,415,400.00 in economic loss to the citizens of Cape Girardeau. In the calendar year of 2024, the Cape Girardeau Police Department made 137 arrests for the offense of driving impaired. Of those 137 arrests, 49 were involved in a motor vehicle crash. The Cape Girardeau Police Department also wrote 261 speeding tickets in 2024 which included a total of 545 HMV violation citations.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, signal violations, improper lane changes, and failure to yield the right of way) at high crash locations and corridors.

PROJECT DESCRIPTION

To schedule proactive traffic enforcement patrols during June, July, August and September in either 2,3, or 4 hour blocks between 6:00 A.M. and 8:00 P.M., dedicated solely to enforcing city and state traffic laws.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
12 If YES, please explain.	
13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p style="padding-left: 40px;">Due to some manpower issues and a lack of interest among officers, we have had some unexpended balances for DWI Patrol, however we used all of the money for the last cycle and are on track to use all of 2025's DWI Patrol money</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency.	137
19 Total number of speeding citations written by your agency.	261
20 Total number of HMV citations written by your agency.	545
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	79
23 Total number of warnings issued.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	1629
25 Total number of traffic crashes resulting in a fatality.	2
26 Total number of traffic crashes resulting in a serious injury.	238
27 Total number of speed-related traffic crashes.	158
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	29
30 Total number of alcohol-related traffic crashes.	44
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	5

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	74
36 Total number of commissioned patrol and traffic officers.	41

37 Total number of commissioned law enforcement officers available for overtime enforcement.	71
38 Total number of vehicles available for enforcement.	92
39 Total number of radars/lasers.	41
40 Total number of in-car video cameras.	0
41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.	
16 PBTS	
42 Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

- 43 Identify primary enforcement locations.
- Areas in the city limits of Cape Girardeau. More specifically areas of high traffic involving a high number of crashes and any areas where we receive citizen complaints involving a nature of HMV violations. (Speeding, signal and sign violations, etc)
- 44 Enter the number of enforcement periods your agency will conduct each month. 60
- 45 Enter the months in which enforcement will be conducted.
- From June through Sept
- 46 Enter the days of the week in which enforcement will be conducted.
- Monday through Sunday
- 47 Enter the time of day in which enforcement will be conducted.
- 0600 hours to 2000 hours
- 48 Enter the number of officers assigned during the enforcement period. 2
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
- None

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Evaluate the total number of HMV Citations before the directed patrol. Then after the patrols have been completed for this year, compare the number of citations for HMV to see if this project has an effect on hazardous drivers behaviors .

ADDITIONAL FUNDING SOURCES

Safe Communities/ TRACTION Approx. \$350,000.00 Oct 1st 2024 to Sept 30 2025

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Enforcement Hours and/or Fringe	HMV Enforcement paid out at double time rate	1	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
					\$15,000.00	\$0.00	\$15,000.00
Total Contract					\$15,000.00	\$0.00	\$15,000.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

Staff: CityAdministration
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

A Resolution authorizing the City Manager to execute an agreement with Wayne Wallingford, for professional services.

EXECUTIVE SUMMARY

The City desires to have a consultant to monitor legislation and committee hearings, and to report to the City regarding items that would have an effect on the City's priorities.

BACKGROUND/DISCUSSION

By the first week of the 2025 State Legislative session, over 1, 400 Bills have been filed. By the sheer number of Bills and activity on these Bills, it is prudent that the City have a method to monitor legislative which may effect the City's priorities.

Wayne Wallingford is from the City of Cape Girardeau and has previously served on the Missouri House of Representatives, District 158 and also on the State Senate, District 27.

STAFF RECOMMENDATION

It is recommended that City Council approve the attached Resolution authorizing the Mayor to execute an agreement with Wayne Wallingford, for professional services.

ATTACHMENTS:

Name:	Description:
25-23_Agreement_Wallingford_Legislative_Consultant.doc	Resolution
Legislative_Monitor_Wallingford_Agreement.doc	Agreement

BILL NO. 25-23

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WAYNE WALLINGFORD, FOR PROFESSIONAL SERVICES

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 Wayne Wallingford, to provide professional consulting services. 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 _____, 2025.

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk



AGREEMENT FOR CONSULTING SERVICES

This Agreement is made _____, between the City of Cape Girardeau, a home-rule city organized and existing under the laws of Missouri, hereinafter referred to as the "City," and Wayne Wallingford, hereinafter referred to as the "Provider," and collectively the City and the Provider shall be referred to as the "Parties."

RECITALS

A. The City Council and Mayor of the City of Cape Girardeau desires to enter into this Agreement in order to obtain services to monitor legislation and committee hearings and report to the City, as outlined in the Scope of Services, incorporated in this Agreement by this reference.

B. Provider has available and offers the necessary resources to provide such services within the required time and as described in the Scope of Services included in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION ONE. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following services:

A. Provider agrees to provide the services to monitor legislation and committee hearings and report to the City regarding items that would have an effect on the City's priorities and as set forth in detail in Exhibit A, Scope of Services, attached to and by this reference incorporated in this Agreement.

B. Provider warrants that all material, service or construction delivered under this Agreement shall conform to the terms of this Agreement. Receipt of the material, service, or construction specified and any inspection incidental to such receipt by the City shall not alter or affect the obligations of Provider or the rights of the City under the foregoing warranty.

C. All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the City and shall not be used or released by Provider or any other person except with prior written permission of the City.

SECTION TWO. COMPENSATION OF PROVIDER

Provider agrees to provide all of the services set forth in Exhibit A for three thousand dollars (\$3,000) per month.

SECTION THREE. RIGHTS AND OBLIGATIONS OF PROVIDER

A. Independent Contractor.

The Parties agree that Provider performs specialized services and that Provider enters into this Agreement with the City as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the City. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

B. Provider's Control of Work.

All services to be provided by Provider shall be performed as determined by the City in accordance with the Scope of Services set forth in Exhibit A to this Agreement. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

C. Reports to the City.

Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the City and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the City, as set forth in the Scope of Services, and the right of the City to audit Provider's records.

D. Compliance with All Laws.

Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

SECTION FOUR. NOTICE

Any notice, demand or other communication required by this Agreement to be given by a Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by overnight delivery service, United States first-class mail, postage prepaid, or delivered personally, and addressed as follows:

(a) To City:

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, Missouri 63701
Attention: City Manager

with a copies to:

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, Missouri 63701
Attention: City Attorney

(b) To Provider:

Wayne Wallingford
2405 Terrie Hill Road
Cape Girardeau, Missouri 63701

SECTION FIVE. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (collectively, the "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (collectively, "Claims"), including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the workers' compensation law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by Provider for the City. This indemnification shall survive after termination of this Agreement.

SECTION SIX. INSURANCE

Provider shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by Provider, Provider's agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods.

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 OR STATE CONSTITUTION OR LAW.

**SECTION SEVEN.
TERM AND TERMINATION**

The Term of this Agreement shall be three (3) months. This Agreement shall commence on February 19, 2025 and shall expire on May 19, 2025. The City reserves the right to terminate this Agreement, with or without cause, upon 10 days written notice. Title to all materials, work-in-progress, and completed but undelivered documents, shall pass to the City.

**SECTION EIGHT.
PAYMENT**

City agrees to pay the Provider the sum of \$3,000 per month during the Term of this Agreement. Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, copies, etc. for the day-to-day costs associated with providing services pursuant to this Agreement. Provider will generate a bill at the end of each month and mail it to the City Manager for processing and payment.

**SECTION NINE.
GENERAL PROVISIONS**

A. Headings.

The section paragraph headings contained in this Agreement are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

B. Jurisdiction and Venue.

This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cape Girardeau County, and waive any objection based upon venue or *forum non conveniens* or otherwise.

C. Attorneys' Fees.

In addition to SECTION FIVE of this Agreement, if suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorneys' fees.

D. Severability.

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

E. Conflict of Interest.

Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or person having any such interest.

F. Entire Agreement.

This Agreement represents the entire understanding of City and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for Exhibit A, which has been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the Parties.

G. Inspection.

All material, services or construction are subject to final inspection and acceptance by the City. The City may, at reasonable times and at its expense, inspect the business of Provider which is related to the performance of any contract. This right of inspection and supervision shall include, but not be limited to, the right of the City to audit Provider's records.

**SECTION TEN.
DURATION**

This Agreement shall become effective on and from the day and year executed by the Parties, indicated below, and shall continue in force until May 19, 2025, unless sooner terminated as provided above. By mutual written amendment, this Agreement may be renewed for supplemental terms of up to three (3) additional six-month terms to encompass the Missouri Legislative Session.

[The remainder of this page is intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF CAPE GIRARDEAU, MISSOURI

By

Dr. Kenneth Haskin, City Manager

ATTEST:

Traci Weissmueller, Deputy City Clerk

Wayne Wallingford

I hereby certify that the foregoing contract is for professional services which are not fungible and in which factors such as prior experience, skill, education or local or unique knowledge play an important role.

Dr. Kenneth Haskin, City Manager

EXHIBIT A
SCOPE OF SERVICES

1. Provide the City with educational background information relevant to City's priority interests.
2. Review proposed legislation, executive proposals, administrative rules and regulations. Advise the City of any such items that are relevant to the City, the City's interests or policies.
3. Monitor budget and appropriations process and identify and advise the City of opportunities regarding the budget and appropriations process.
4. Attend relevant committee and agency hearings when necessary. Draft and present testimony when appropriate.
5. Provide regular and timely information to the City Manager.
6. Submit monthly update reports to the City Manager, which may be provided via e-mail.

Staff: Jake Garrard, PE, City Engineer
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance authorizing the acquisition of Temporary Construction Easements from various property owners for the Cape Rock Drive Sidewalk Transportation Alternatives Program (TAP) Grant projects in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached Ordinance authorizes City staff to acquire Temporary Construction Easements where needed for the Cape Rock Drive Sidewalk TAP Grant Projects: Phase I (from Kingshighway to Brookwood Drive) & Phase II (from Brookwood Drive to Perryville Rd).

BACKGROUND/DISCUSSION

In the fall of 2022, the City of Cape applied for and was awarded 2 TAP Grants from MODOT. The City was awarded the TAP Grant for both locations applied for. These grants will fund a new sidewalk installation along Cape Rock Drive all the way from Kingshighway to Perryville Road. New Temporary Construction Easements will be needed from property owners along Cape Rock Drive where necessary to transition driveway pavement to coincide with the elevation of the sidewalk crossing constructed at each driveway.

FINANCIAL IMPACT

Phase 1 has a 64/36 federal/local cost match with a federal not-to-exceed amount of \$422,400 and Phase 2 has a 80/20 federal /local match with a federal not-to-exceed amount of \$264,000. Funding for the Cape Rock Drive Sidewalk Project will be from the MODOT TAP Grant. This funding will also pay for the cost of recording the new easements. The local cost match will be paid for with TTF 6 sidewalk funds.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easements will be necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair the proposed Sidewalks in, on, upon, under or across said properties along Cape Rock Drive, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance authorizing the acquisition of Temporary Construction Easements from various property owners for the Cape Rock Drive Sidewalk TAP Grant project. Acquisition will proceed pending environmental/cultural clearance and subsequent issuance of acquisition authority from MoDOT.

ATTACHMENTS:	
Name:	Description:
25-16_Prop_Acquisition_TCE_ROW_North_Cape_Rock_Sidewalks_Projects.docx	Ordinance
Exhibit_A.pdf	Exhibit
EXHIBIT_for_TCE_areas_needed.pdf	Exhibit Map

AN ORDINANCE AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS FROM VARIOUS PROPERTY OWNERS FOR THE CAPE ROCK DRIVE SIDEWALK TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT PROJECTS, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Staff is authorized and directed to acquire, Temporary Construction Easements from various property owners for the Cape Rock Drive Sidewalk Transportation Alternatives Program (TAP) Grant projects. The City staff is hereby authorized and directed to accept offers of donation of properties needed, make appropriate offers to the owners of the properties to acquire temporary construction easements; to negotiate with the owners of the properties in an effort to reach agreement for the easements needed and if the negotiations fail, then to proceed to acquire the needed easements through the exercise of the City's powers of Eminent Domain. All of the above actions heretofore taken by the officers, agents, and employees of the City relating to this Project are hereby authorized and ratified by the City Council.

ARTICLE 2. The Council of the City of Cape Girardeau, Missouri hereby finds and declares the acquisition of temporary construction easements from various owners of properties as described in Exhibit A, attached and incorporated herein, is for a public use and that such acquisition is within the scope of the authority or power of the City of Cape Girardeau, Missouri, and that the acquisition of the easements is reasonable and necessary for public use in order to provide for the Cape Rock Drive Sidewalk Transportation Alternatives Program (TAP) Grant projects, in the City of Cape Girardeau, Missouri. The officers, agents, and employees of the City are hereby authorized to execute all documents, and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

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

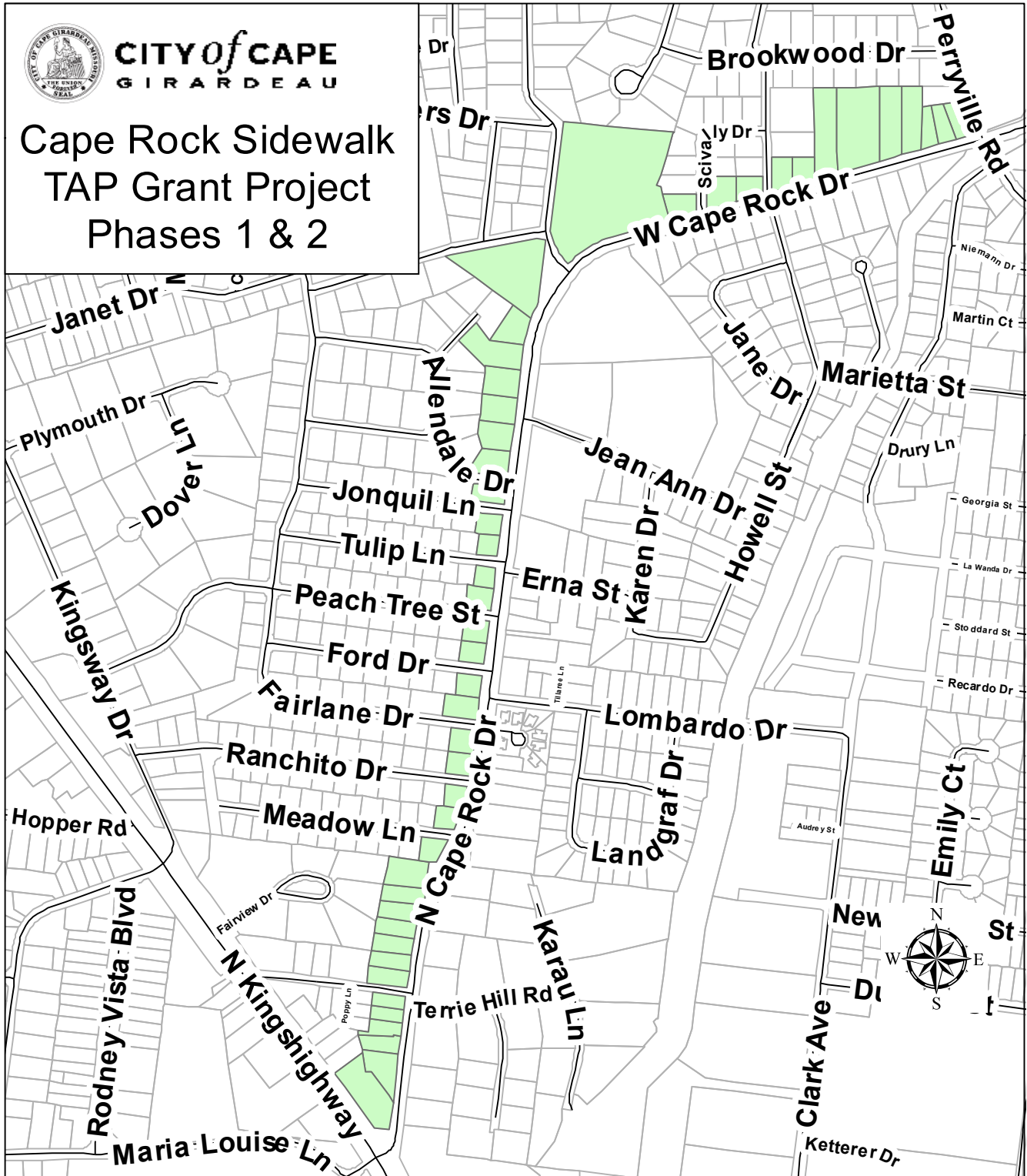


Parcel No.	Name	Property Address
1	First Missouri State Bank	800 N Kingshighway St
2	Abraham, Solomon D & Ashley	839 Cape Rock Drive
3	Walker, Richie R & Donna	848 Cape Rock Drive
4	Springs, Blake C	847 Cape Rock Drive
5	Waldon, Monica Ozbirn Trust	851 Cape Rock Drive
6	Griffaw, Joan L Trust	859 Cape Rock Drive
7	Duffy, William & Maureen	907 Cape Rock Drive
8	Rocket, Alvin	915 Cape Rock Drive
9	Kuntz, Heather J	923 Cape Rock Drive
10	Huber, Aaron & Ward, Taylor	931 Cape Rock Drive
11	McClendon, Casey N & Karen T	937 Cape Rock Drive
12	Culpepper, Randy & Peggy	2500 Peach Tree Street
13	Mills, Jack & Robin	1325 Cape Rock Drive
14	Sexton, Joshua C.	1411 Cape Rock Drive
15	Tlapek, Helen Hanes Trust	1569 Cape Rock Drive
1	Kasten, Brenda D	2330 Cape Rock Drive
2	Hopkins, Amanda J	2304 Cape Rock Drive
3	Flint Hill Investments LLC	2216 Cape Rock Drive
4	Golden, James & Kellie	2208 Cape Rock Drive
5	Roger, Kyrus N Special Needs Trust	2206 Cape Rock Drive
6	Wright Sonia Revocable Living Trust	2146 Cape Rock Drive
7	Pringle Trust	2140 Cape Rock Drive
8	Robertson, Peggy L	2130 Cape Rock Drive
9	Smothers, Howell & Theresa	2126 Cape Rock Drive



CITY OF CAPE GIRARDEAU

Cape Rock Sidewalk TAP Grant Project Phases 1 & 2



Legend



Recommended Easements

Parcel

LEGEND



Date: 1/21/2025

Created by: Development Services
Teresa Hefner, Alliance Water Resources

Data Source(s):
City of Cape Girardeau Government, MO

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.



Staff: Jake Garrard, PE, City Engineer
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting a Permanent Water Line Easement from Gibson Center for Behavioral Change for property located at 1112 Linden Street in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Water Line Easement from Gibson Center for Behavioral Change for property located at 1112 Linden Street in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The Gibson Behavioral Center at 1112 Linden St is building a new building to the rear of their current location on Linden St. This prompted the need for a water main extension with a fire hydrant to be brought up into their property for approx. 385 ft. This water main, hydrant, and other infrastructure will be turned over to the City as part of City infrastructure. For the City to maintain this water line and infrastructure, the Gibson Center for Behavioral Change is granting a new water line easement to allow the City access to this new water main and infrastructure.

FINANCIAL IMPACT

None. The easement was donated. The property owner will pay for the cost of recording the new easement via engineering fees.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The easement is necessary to enable the City, its agents, servants and assigns, to use said property to excavate, build, maintain, construct, operate, and repair Water Line Infrastructure in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith.

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Water Line Easement from Gibson Center for Behavioral Change for property located at 1112 Linden Street.

ATTACHMENTS:	
Name:	Description:
25-22_PWE_1112_LINDEN_Gibson.doc	Ordinance
EXECUTED_Water_Line_Easement.pdf	Easement Agreement
GOOD_Gibson_Center_Waterline_Easement_Exhibit.pdf	Exhibit

BILL NO. 25-22

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FOR PROPERTY LOCATED AT 1112 LINDEN STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Water Line Easement from Gibson Center for Behavioral Change for property located at 1112 Linden Street, in the City of Cape Girardeau, Missouri, described as follows:

A PART OF OUTLOT NO. 52, UNITED STATES PRIVATE SURVEY NO. 2199, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

BEGIN AT THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK 509 AT PAGE 89, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LINDEN STREET AND ALONG SOUTH LINE OF SAID BOOK AND PAGE NORTH 07°20'49" EAST, 385.32 FEET; THENCE SOUTH 82°39'11" EAST, 20.00 FEET; THENCE SOUTH 07°20'49" WEST, 385.32 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LINDEN STREET; THENCE NORTH 82°39'11" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

ARTICLE 2. 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



PERMANENT WATER LINE EASEMENT

1112 Linden Street

KNOW ALL MEN BY THESE PRESENTS: **GIBSON CENTER FOR BEHAVIORAL CHANGE, a Missouri Not for Profit Corporation**, hereinafter referred to as GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation, hereinafter called the "City", the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

A PART OF OUTLOT NO. 52, UNITED STATES PRIVATE SURVEY NO. 2199, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

BEGIN AT THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK 509 AT PAGE 89, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LINDEN STREET AND ALONG SOUTH LINE OF SAID BOOK AND PAGE NORTH 07°20'49" EAST, 385.32 FEET; THENCE SOUTH 82°39'11" EAST, 20.00 FEET; THENCE SOUTH 07°20'49" WEST, 385.32 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LINDEN STREET; THENCE NORTH 82°39'11" WEST, 20.00 FEET TO THE POINT OF BEGINNING.

Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of enabling the City, its agents, servants and assigns, to use said property for the management of water infrastructure for the purpose of enabling the City of Cape Girardeau, Missouri, its agents, servants and assigns to excavate, build, maintain, construct, operate, and repair said water utilities from time to time, in, on, upon, or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

This easement and the right, privilege, permission and authority herein granted is perpetual and shall run with the land and be binding upon the successors, heirs and assigns of the respective parties.

Signature Page to Follow

The undersigned covenant that it is the owner in fee simple of the above described property and has the legal right to convey same.

IN WITNESS WHEREOF, the undersigned has executed this easement this 14th day of January, 20 25.

GIBSON CENTER FOR BEHAVIORAL CHANGE

Ryan Essey
Signature

Ryan Essey, COO
Printed Name and Title

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

BE IT REMEMBERED, that on this 14th day of January, 20 25 before me, the undersigned notary public, personally appeared Ryan Essey, who being by me duly sworn, did state that he/she is the authorized representative for GIBSON CENTER FOR BEHAVIORAL CHANGE, a Missouri Not for Profit Corporation, and that the within instrument was executed on behalf of said Organization, and acknowledged that he/she has executed the same for the purposes therein contained.

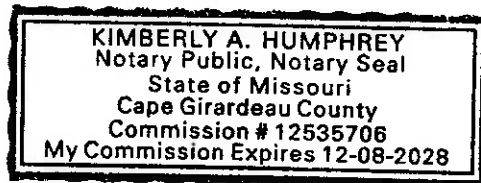
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date last above written.

Kimberly A. Humphrey
Notary Public

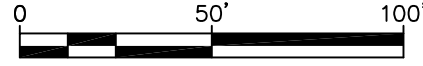
Kimberly A. Humphrey
Notary Printed Name

My Commission expires:

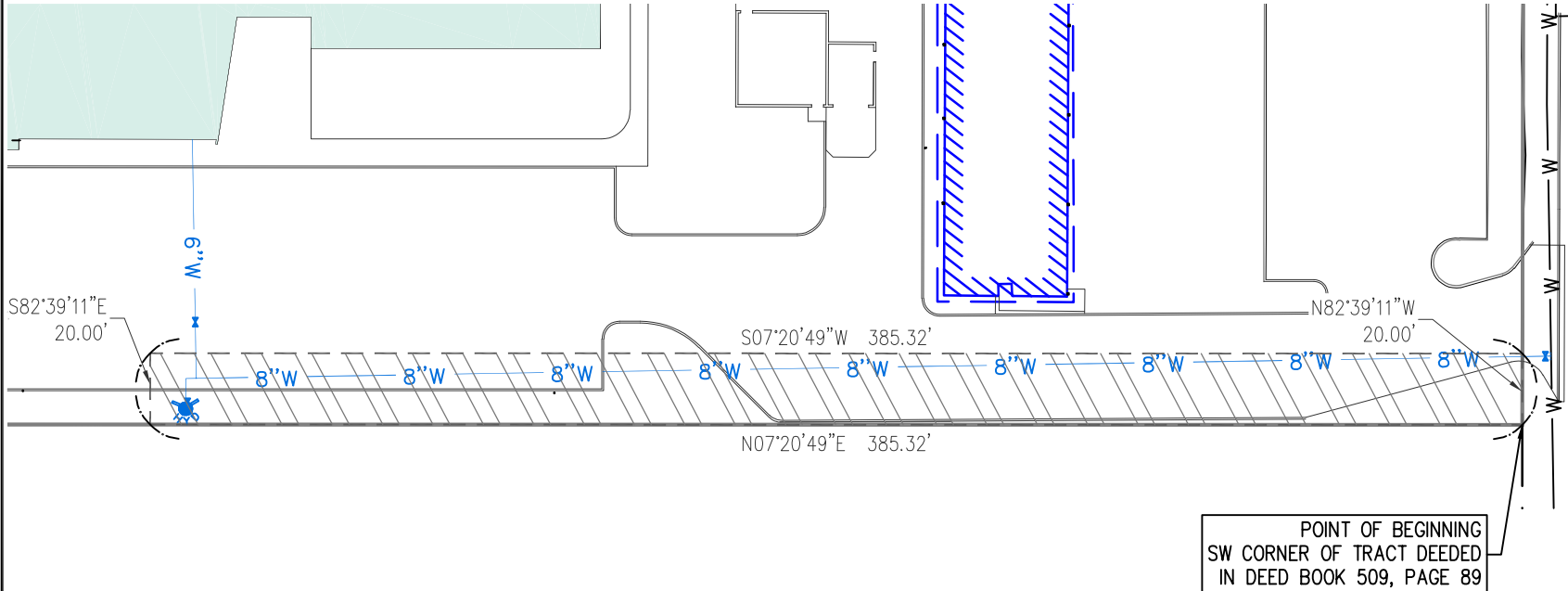
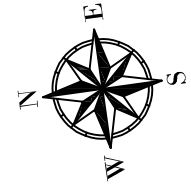
12-8-28



North Orientation In Accordance with the Missouri State Plane Coordinate System Eastern Zone, Grid North, Derived from GPS Observations From the MoDOT Virtual Reference System



HORIZONTAL SCALE



KE KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services
194 Coker Lane - Cape Girardeau, MO 63701
Phone: 572.335.3026
www.koehlerengineering.com

EASEMENT EXHIBIT FOR
GIBSON BUSINESS CENTER
1112 LINDEN STREET
CAPE GIRARDEAU, MO 63701

DATE: 12/19/2024

DRAWING
1 of 1

LEGEND

= WATER LINE EASEMENT

Description of Water Line Easement

A PART OF OUTLOT NO. 52, UNITED STATES PRIVATE SURVEY NO. 2199, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.
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Staff: Traci Weissmueller, Deputy City Clerk
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

One appointment to the University of Missouri Extension Council for a term expiring February 28, 2027.

EXECUTIVE SUMMARY

James Newman has served on the University of Missouri Extension Council since 2023. This term is set to expire February 28, 2025. Mr. Newman expressed interest in re-appointment. Pursuant to RSMo. 262.567, he is eligible to be reappointed. Typically, the Missouri Extension Council will provide names of residents who are interested in serving.

BACKGROUND/DISCUSSION

House Bill 153 provides that one Extension Council Member must be appointed to represent Cape Girardeau and Jackson, and the municipality with the largest population is to appoint the member for a two-year term. According to Missouri State Statutes, the member representing the City is to be appointed by the Mayor.

Below are the names of individuals who are interested in serving on the University of Missouri Extension Council.

NAME	WARD	CITIZENS ACADEMY GRAD
Brock Freeman	2	NO
James Newman*	5	YES

*Incumbent

BOARD OR COMMISSION RECOMMENDATION

The University of Missouri Extension Office recommends James Newman be appointed for a term expiring February 28, 2027.

ATTACHMENTS:

Name:	Description:
📎 2025.02.18_Extension_Appt.pdf	Extension Roster

Cape County University of Missouri Extension Council

12/31/2024 ROSTER

NAME	APPOINTED	TERM EXPIRES
Newman, James	8/21/2023	2/28/2025

TERM LIMIT: Two 2-Year Terms

REQUIREMENTS: House Bill 153 provides for one Extension Council Member to be appointed to represent Cape Girardeau and Jackson, the municipality with largest population appointing the member

Staff: Traci Weissmueller, Deputy City Clerk
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Appointments of two members to the Tree Board for terms expiring February 1, 2028.

EXECUTIVE SUMMARY

Jonathan Notch has served on the board since 2024. This term is set to expire February 1, 2025, he has expressed interest in reappointment. Robert Harris has served on the board since 2017. This term is set to expire February 1, 2025. Robert is not eligible to serve again due to term limits, but is interested in serving another term if allowed.

The City Clerk's Office has received one additional application for the Tree Board and the applicant did not select the Tree Board as a choice of boards of interest. Applicant indicated willingness to serve on any board with a vacancy. Additionally, this applicant did not note any special knowledge applicable to the Tree Board. The City Clerk's Office promoted that the City was seeking applications to the Board.

The City Council has an option to make an exception to the two consecutive term limit by making a finding that special expertise is required and there are no other qualified applicants.

Robert Harris has been caring for the community gardens in Cape.

The Tree Board requests that the City Council make findings of expertise and to reappoint Robert Harris for a term expiring February 1, 2028.

The following individuals have expressed interest in serving on the board. (Their applications are attached for your review.)

FULL NAME	WARD	CITIZENS ACADEMY GRAD
Holly Godwin	5	n/a
Robert Harris	2	no
Jonathan Notch	5	no

BACKGROUND/DISCUSSION

The Tree Board is comprised of the Public Works Director, Parks and Recreation Director, one member of the Parks and Recreation Advisory Board, and four residents of Cape Girardeau selected by the City Council. Members serve a three-year term.

BOARD OR COMMISSION RECOMMENDATION

The tree board asks that council reappoint Robert Harris for a term set to expire February 1, 2028, due to finding that special expertise is required and there are no other qualified applicants and reappoint Jonathan Notch for a term set to expire February 1, 2028.

ATTACHMENTS:	
Name:	Description:
Tree_Board_Roster.pdf	Tree Board Roster
Tree_Board_Attendance.pdf	Tree Board Attendance

TREE BOARD

1/21/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Behnken, Jennifer	3	1/22/2024	2/1/2027
	2	2/1/2021	2/1/2024
	1	1/22/2018	2/1/2021
	P	7/5/2016	2/1/2018
Harris, Robert	2	4/4/2022	2/1/2025
	1	1/22/2019	2/1/2022
	P	8/21/2017	2/1/2019
Hill, Lewis Jackson (Parks & Rec AB Appointee)	1	10/18/2021	(P&R Term Expires 10/29/2027)
Notch, Jonathan	P	11/4/2024	2/1/2025
Wilson, Angela	1	1/22/2024	2/1/2027

P = Partial Term

DESCRIPTION: Develops, administers, and updates a written plan for the care, preservation, pruning, planting, replanting, removal, or disposition of Public Trees in parks, along streets, and in other public areas. Presents the written plan annually to the City Council and upon their acceptance and approval shall constitute the official comprehensive city tree plan for the City of Cape Girardeau. Investigates and recommends action on special matters within the scope of its work when requested by the City Council. Appointed by City Council. Two Members added per Ord. 4516, 11/18/13.

TYPE OF BOARD: Advisory

NUMBER OF MEMBERS: 9

MEETING TIME: Bi-Monthly (even months), Third Monday at noon at the Osage Centre

TERM LIMIT: 2 Full Term Limits (3-Year Terms)

RESIDENCY: City of Cape Girardeau

STAFF LIAISON: Doug Gannon, Parks Director (Coordinator: Kayla Otte)

COUNCIL LIAISON:

TREE BOARD - ATTENDANCE RECORDS

Meeting Time: Bi-Monthly (even months), Third Monday at noon at the Osage Centre

Ordinance Effective: 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
		11		21		16		18		20		15				
Behnken, Jennifer	NM	SM														
Harris, Robert	NM	SM														
Hill, Lewis Jackson (P&R Appointee)	NM	SM														
Notch, Jonathan	NM	SM														
Wilson, Angela	NM	SM														
AGENDA RCVD	NM	x														
MINUTES RCVD	NM															

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
		12		5		3		12		21		16				
Behnken, Jennifer	NM	SMp	NM	SMp	NM	SMp	NM	SMp	NM	P	NM	P				
Harris, Robert	NM	SMp	NM	SMp	NM	SMp	NM	SMp	NM	P	NM	P				
Hill, Lewis Jackson (P&R Appointee)	NM	SMp	NM	SMp	NM	SMA	NM	SMp	NM	A	NM	P				
Notch, Jonathan																
Svenson, Sven	NM	SMp	NM	SMp	NM	SMp										
Wilson, Angela	NM	SMA	NM	SMp	NM	SMA	NM	SMp	NM	P	NM	A				
AGENDA RCVD	NM	x	NM	x	NM	x	NM	x	NM	x	NM	x				
MINUTES RCVD	NM	x	NM	x	NM	x	NM		NM	x	NM	x				

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMp = Special Meeting Present

SMA = Special Meeting Absent

Staff: Lisa Mills, Finance Director
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Capital Improvement Program (CIP) 2025-2035

EXECUTIVE SUMMARY

The draft CIP is attached for consideration. The total value of proposed capital projects over the 10-year planning period is \$220,923,175. Of that total, \$74,912,000 are projects of importance that have not been funded yet, and \$61,257,000 are projects that are contingent upon the determination of funding. The first five years of the CIP Program, (2025-2030) includes a more attentive projection to projects, costs and funding sources. The projects included for 2030-2035 are projected assumptions.

BACKGROUND/DISCUSSION

The Capital Improvements Program is a planning instrument that drives the evaluation and identification of capital infrastructure projects in need of renovation, repair and/or construction. The document contains two categories: Recurring/Grant Revenue Projects and Tax Initiative Projects. The plan identifies priorities and timelines while providing a view of funding availability, and these are considered during the budget process.

The Department category consists of area specific projects requiring funding sources from the respective funds, recurring revenue sources and grant opportunities. The Tax Initiative category consists of projects designated specifically within the voter-approved tax initiatives currently active. It is notable that during the 5 year period of fiscal years ending 2030-2035, several of our currently active tax initiatives will expire.

The CIP relates these projected capital needs to the financial sources that will support their realization and the time-frame in which both the financing and work will take place. Capital improvements programming is the process by which capital projects are identified, prioritized, and selected and thus incorporated into the long-range fiscal and strategic plans of the City.

The CIP document is designed to report to the City Council, the public, City staff and other interested parties the capital management and strategies of the City. Each of the City's departments was given the opportunity to provide input in planning and implementation of the Capital Improvement Program.

FINANCIAL IMPACT

Capital projects are funded through a variety of methods, including long-term financing, user fees, grants, assessments, tax levies, and reserve balances. The 10-year total Capital Improvements Program included herein has been assembled into three main categories of spending.

Projects for the 5 fiscal years ending in 2025-2030. These projects total \$128.5M of which \$74.8M, 58% have identified funding sources.

Projects for the 5 fiscal years ending in 2030-2035. These projects total \$31.2M of which \$10M, 32% have identified funding sources.

Contingent Projects which are unfunded projects totaling \$61.2M which are to be considered.

This data shows the importance of the continuation of existing sales tax revenues including the Capital Improvement, Transportation Trust Fund, Parks/Stormwater and Public Safety Trust tax initiatives.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The CIP is a fiscally prudent plan designed to ensure the City meets the needs of investment in its core infrastructure to sustain the economic, environmental and social well-being of the City for now and into the future.

PUBLIC OUTREACH

The CIP will be the subject of a Public Hearing on March 17, 2025.

ATTACHMENTS:	
Name:	Description:
DRAFT - FY25-30_CIP (10 Year) - 02-06-25 (Novus).pdf	FY 2025-2030 CIP

FY 2025-2030 Capital Improvement Program
10 Year Projection

CIP SUMMARY
FY 2025-2030

Recurring / Grant Revenue Projects	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 30-35	CNT	Total
ADMINISTRATIVE SERVICES	\$ 2,250	\$ 6,000	\$ 26,000	\$ 6,000	\$ 66,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 146,250
CAPE GIRARDEAU REGIONAL AIRPORT	\$ 8,450,000	\$ 1,447,500	\$ -	\$ 13,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,559,000	\$ 31,056,500
FIRE DEPARTMENT	\$ 2,408,000	\$ 2,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,758,000
PARKS & RECREATION	\$ 282,000	\$ -	\$ 425,000	\$ -	\$ 15,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,398,000	\$ 21,305,000
PUBLIC WORKS	\$ 675,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,675,000
Department Total by Fiscal Year	\$ 11,817,250	\$ 6,803,500	\$ 3,451,000	\$ 16,606,000	\$ 15,266,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,997,000	\$ 66,940,750
Tax Initiative Projects	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 30-35	CNT	Total
CAPITAL IMPROVEMENT SALES TAX	\$ 4,078,000	\$ 3,957,500	\$ 17,771,000	\$ 6,669,000	\$ 3,998,500	\$ 6,213,200	\$ 4,328,500	\$ 14,945,000	\$ 1,030,000	\$ 530,000	\$ 27,046,700	\$ 43,450,000	\$ 106,970,700
PARKS & STORMWATER TAX	\$ 5,157,092	\$ 5,095,350	\$ 2,180,000	\$ 1,450,000	\$ 3,203,931	\$ 2,910,987	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 4,110,987	\$ -	\$ 21,197,360
PUBLIC SAFETY TRUST FUND	\$ 287,465	\$ 5,324,300	\$ 18,300	\$ 99,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,810,000	\$ 10,539,365
TRANSPORTATION TRUST FUND	\$ 15,275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,275,000
Tax Initiative Total by Fiscal Year	\$ 24,797,557	\$ 14,377,150	\$ 19,969,300	\$ 8,218,300	\$ 7,202,431	\$ 9,124,187	\$ 4,628,500	\$ 15,245,000	\$ 1,330,000	\$ 830,000	\$ 31,157,687	\$ 48,260,000	\$ 153,982,425
CIP Project Total by Fiscal Year	\$ 36,614,807	\$ 21,180,650	\$ 23,420,300	\$ 24,824,300	\$ 22,468,431	\$ 9,124,187	\$ 4,628,500	\$ 15,245,000	\$ 1,330,000	\$ 830,000	\$ 31,157,687	\$ 61,257,000	\$ 220,923,175
Unfunded Project Total by Fiscal Year	\$ 3,612,000	\$ 10,190,000	\$ 16,825,000	\$ 5,285,000	\$ 17,800,000	\$ 4,800,000	\$ 2,900,000	\$ 13,500,000	\$ -	\$ -	\$ 21,200,000	\$ 61,257,000	\$ 136,169,000

ADMINISTRATIVE SERVICES
FY 2025-2030

Map ID #	Capital Assets - IT Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Advisory Board Management Software Module for Granicus System	Innovation Fund	General Fund	Granicus Peak Board Agenda Management was purchased in 2024 to replace obsolete Novus Agenda Management System. This is an add-on module to track and manage advisory boards, including on-line application, vacancies, membership and terms, attendance, demographics, appointment notifications, etc. Provide for better tracking and management of boards, savings staff time to manually track, in separate programs, applications, rosters, attendance and notifications.	\$ 2,250	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -		\$ 26,250
	Records Request Management Software	Secretary of State Local Records Grant (max \$20,000)		Program will (1) reduce workload by automatically deflecting, merging duplicate requests, and utilizing trending topics with auto-follow; (2) Work faster by automating repetitive tasks using custom-configured, best practice templates and workflows for notifications, escalations, tracking and reporting; (3) Gain control with pst. email extraction/de-duplication, redaction oops protection, and a defensible audit trail.			\$ 20,000			\$ -		\$ 20,000
	Website Redesign	Innovation Fund	General Fund	Redesign of website to coincide with Comp Plan/Strategic Plan/Re-Branding. Standard public practice to redesign web site every 3-5 years.					\$ 60,000	\$ -		\$ 60,000
	City Notification System	Unfunded	ARPA Funds / CNT	Emergency alert / text alert / citizen notification system to be used for City-wide community notification.						\$ -	\$ 40,000	\$ 40,000
				Capital Assets - IT Projects' Totals by Fiscal Year	\$ 2,250	\$ 6,000	\$ 26,000	\$ 6,000	\$ 66,000	\$ -	\$ 40,000	\$ 146,250
				CIP Project Total by Fiscal Year	\$ 2,250	\$ 6,000	\$ 26,000	\$ 6,000	\$ 66,000	\$ -	\$ 40,000	\$ 146,250
				Unfunded Project Total by Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000

CAPE GIRARDEAU REGIONAL AIRPORT
FY 2025-2030

Map ID #	Capital Assets - Facilities Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Fuel Farm	AICP / General Fund	CIST	TOP PRIORITY - Fuel farm which will include two 20,000 gallon tanks that will increase capacity. A new farm will also bring the facility up to current safety standards. Current farm is becoming very costly to maintain. FAA inspector reported that all the piping in the farm will need to be changed soon to meet FAA specifications.	\$ 1,100,000					\$ -		\$ 1,100,000
	Cape Aviation - Exterior Painting & Roof Maintenance	Unfunded		Paint the outside of Cape Aviation and perform maintenance on the roof. 2007 was the last time the building was painted.	\$ 150,000					\$ -		\$ 150,000
	Aircraft Rescue Firefighting (ARFF) Access Road	Eligible for MoDOT		Access road to airport ARFF facility		\$ 750,000				\$ -		\$ 750,000
	Airport Perimeter Fence	Eligible for AIP		Fencing around the entire perimeter				\$ 3,400,000		\$ -		\$ 3,400,000
	ARFF / Snow Removal Equipment Storage Facility	Airport Improvement Program (AIP)	General Fund	New maintenance facility and building to store airport ARFF and snow removal equipment				\$ 2,500,000		\$ -		\$ 2,500,000
	Feasibility Study for Air Traffic Control Tower	Unfunded		Feasibility study for remodel/move of Air Traffic Control Tower.						\$ -	\$ 100,000	\$ 100,000
	Air Traffic Control Tower	Unfunded		New control tower in a new location. Current one was built in 1973, leaks when it rains, windows have lost vacuum so foggy. Many of the interior structure components are very rusty, need to be checked by an engineer. Costly to maintain and keep in working condition. With the increased aircraft traffic and poor working conditions the safety of the aircraft are becoming a concern.						\$ -	\$ 4,500,000	\$ 4,500,000
				Capital Assets - Facilities Projects' Totals by Fiscal Year	\$ 1,250,000	\$ 750,000	\$ -	\$ 5,900,000	\$ -	\$ -	\$ 4,600,000	\$ 12,500,000
Map ID #	Transportation Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Taxiways Echo & Foxtrot Reconstruction and Lighting Upgrades	AIP / BIL	General Fund	Taxiways Echo & Foxtrot reconstruction.	\$ 4,100,000					\$ -		\$ 4,100,000
	Taxiway Delta Reconstruction	AIP / BIL	General Fund	Reconstruct Taxiway D and replace associated lighting and signage.	\$ 3,100,000					\$ -		\$ 3,100,000
	Airfield Pavement Maintenance	AIP		Crack seal 75,000LF of airfield surfaces and general aviation ramp		\$ 510,000				\$ -		\$ 510,000
	Pave Airport Parking Lot and Access Road	MoDOT		Parking lot and access road pavements		\$ 187,500				\$ -		\$ 187,500
	Taxiway Alpha Rehabilitation	AIP		Taxiway Alpha Rehabilitation				\$ 7,700,000		\$ -		\$ 7,700,000
	Access Road and Taxilane for NW	State Funding/CNT	Unfunded	Landside access road and airside taxilane for NW quad, parcels						\$ -	\$ 1,323,000	\$ 1,323,000
	Taxiway Access to NW Quadrant	MoDOT (\$750,000)	Private Partnership / CNT	Taxiway Access to NW Quadrant						\$ -	\$ 1,000,000	\$ 1,000,000
	Land Acquisition for Runway 10 Extension	MoDOT / CNT		Land Acquisition for Runway 10 Extension						\$ -	\$ 436,000	\$ 436,000
	Terminal Parking Lot Crack Seal	Unfunded		Parking lot area in front of old terminal						\$ -	\$ 200,000	\$ 200,000
				Transportation Projects' Totals by Fiscal Year	\$ 7,200,000	\$ 697,500	\$ -	\$ 7,700,000	\$ -	\$ -	\$ 2,959,000	\$ 18,556,500
				CIP Project Total by Fiscal Year	\$ 8,450,000	\$ 1,447,500	\$ -	\$ 13,600,000	\$ -	\$ -	\$ 7,559,000	\$ 31,056,500
				Unfunded Project Total by Fiscal Year	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,559,000	\$ 7,709,000

FY 2025-2030 Capital Improvement Program
10 Year Projection

FIRE DEPARTMENT
FY 2025-2030

Map ID #	Capital Assets - Facilities Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Fire Station #1 - Northwest Addition / Remodel / Renovations	Unfunded		Northwest addition, renovations and repairs to FS #1: pave parking lot, training room improvements, remodel bunk room, repair upstairs bathroom, replace windows, update electrical, retaining wall between parking lot and adjoining apartment building, ramp up tones at all fire department facilities.	\$ 2,350,000	\$ 2,350,000				\$ -		\$ 4,700,000
	Fire Station #1 - IP Speakers and Alert Lighting	Unfunded		Addition of red alert lighting in FS #1 bunk rooms and IP overhead speakers throughout the stations.	\$ 30,000					\$ -		\$ 30,000
				Capital Assets - Facilities Projects' Totals by Fiscal Year	\$ 2,380,000	\$ 2,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,730,000
Map ID #	Capital Assets - Non-fleet Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	CPAT Equipment	General Fund		Addition of Candidate Physical Ability Testing equipment.	\$ 28,000					\$ -		\$ 28,000
				Capital Assets - Non-fleet Projects' Totals by Fiscal Year	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,000
				CIP Project Total by Fiscal Year	\$ 2,408,000	\$ 2,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,758,000
				Unfunded Project Total by Fiscal Year	\$ 2,380,000	\$ 2,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,730,000

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10 Year Projection

PARKS AND RECREATION
FY 2025-2030

Map ID #	Capital Assets - Facilities Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Cape Splash Water Playground Feature	Unfunded		The feature on the Water Playground Area at Cape Splash needs to be replaced due to its age and deteriorating condition. The unit was installed when the facility was built in 2009.	\$ 231,000					\$ -		\$ 231,000
	Osage Centre - Gym Curtain / Divider	Unfunded		Replace the two (2) original 50' curtains / dividers in the gym	\$ 51,000					\$ -		\$ 51,000
	Osage Centre - Replace gym floor with wood flooring	Unfunded		Replace the original tile floor in the gym			\$ 425,000			\$ -		\$ 425,000
	Refurbish Slides at Cape Splash	Unfunded		The original small and medium slides at Cape Splash will need to be refurbished and gel coat applied.					\$ 200,000	\$ -		\$ 200,000
	Expand the Sportsplex Facility to the Northwest	Unfunded		Expansion of the Northwest side of the Sportsplex to include more playing fields/courts. This expansion will allow the facility to accommodate larger events and have a positive affect on the local economy.					\$ 15,000,000	\$ -		\$ 15,000,000
	Shawnee Park Center - Generator	Unfunded		Addition of a generator to the facility will provide access to City services during times of power outages and disaster						\$ -	\$ 420,000	\$ 420,000
	Sportsplex Fields - Replace Artificial Turf	Unfunded		The artificial turf at the Sportsplex will need replaced as a facility maintenance issue due to it's age and wear and tear from heavy usage.						\$ -	\$ 310,000	\$ 310,000
	Jaycee Golf Course - Expansion and Renovation of the Pro Shop	Unfunded		The Golf Course Pro Shop is in need of a renovation and expanded office and concession area.						\$ -	\$ 300,000	\$ 300,000
	Shawnee Park Sports Complex - Extend Concession Patio	Unfunded		40' Extension off of West side of Concession Building A						\$ -	\$ 192,000	\$ 192,000
	Osage Centre - Upgrade Sound System	Unfunded	P & R Foundation	Update sound system on main floor and meeting rooms						\$ -	\$ 62,000	\$ 62,000
	Kiwanis Park Improvements	Unfunded	Grant	Roadway system and sidewalk additions						\$ -	\$ 50,000	\$ 50,000
				Capital Assets - Facilities Projects' Totals by Fiscal Year	\$ 282,000	\$ -	\$ 425,000	\$ -	\$ 15,200,000	\$ -	\$ 1,334,000	\$ 17,241,000
Map ID #	Transportation Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Kiwanis Park - Roadway	Unfunded		Pave the road leading to Shelter #4 in Kiwanis Park that is currently gravel						\$ -	\$ 200,000	\$ 200,000
	Arena Park - Fields #9 - #10 Roadway	Unfunded		Overlay the road between fields #9 and #10 and improve the storm water drainage						\$ -	\$ 450,000	\$ 450,000
	Shawnee Park Center - Parking Lot	Unfunded		Overlay parking lot servicing the Shawnee Park Center and upper Shawnee Park Sports Complex fields						\$ -	\$ 200,000	\$ 200,000
	Arena Park - Streets and Parking Lots	Unfunded		Overlay the internal streets and parking lots in Arena Park						\$ -	\$ 750,000	\$ 750,000
	Dennis Scivally Park - Parking Lot and Road	Unfunded		Overlay parking lot and road in Dennis Scivally Park						\$ -	\$ 200,000	\$ 200,000
	Osage Park - Overflow Parking Lot	Unfunded		Overlay the parking lot south of the Osage Centre that serves as overflow for Cape Splash and the Community Centre						\$ -	\$ 500,000	\$ 500,000
	Shawnee Park - Soccer Field Parking	Unfunded		Overlay the parking lots at the lower and West End Blvd soccer fields.						\$ -	\$ 400,000	\$ 400,000
	Cape Splash - Parking Lot	Unfunded		Overlay the primary parking lot servicing Cape Splash in Osage Park.						\$ -	\$ 200,000	\$ 200,000
	Capaha Park - Upper Parking Lot	Unfunded		Overlay upper parking lot by the Baseball Stadium in Capaha Park						\$ -	\$ 230,000	\$ 230,000
	Jaycee Municipal Golf Course Overlay	Unfunded		Repair and overlay approx. 65,000 SF of parking areas and road						\$ -	\$ 230,000	\$ 230,000
	Red House Parking Area	Unfunded		Improvement to parking area north of Red House						\$ -	\$ 81,000	\$ 81,000
	Arena Park - Pave Maintenance Building Parking Lots	Unfunded		Pave the Arena Park maintenance building parking lots that are currently gravel						\$ -	\$ 250,000	\$ 250,000

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	Capaha Park - Roadways	Unfunded		Overlay the roads in Capaha Park						\$ -	\$ 200,000	\$ 200,000
	Bloomfield Trail Parking Lot	Unfunded		Parking Lot for Bloomfield Trail - Acquire Land						\$ -	\$ 173,000	\$ 173,000
				Transportation Projects' Totals by Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,064,000	\$ 4,064,000
				CIP Project Total by Fiscal Year	\$ 282,000	\$ -	\$ 425,000	\$ -	\$ 15,200,000	\$ -	\$ 5,398,000	\$ 21,305,000
				Unfunded Project Total by Fiscal Year	\$ 282,000	\$ -	\$ 425,000	\$ -	\$ 15,200,000	\$ -	\$ 5,398,000	\$ 21,305,000

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FY 2025-2030 Capital Improvement Program
10 Year Projection

PUBLIC WORKS
FY 2025-2030

Map ID #	Capital Assets - Facilities Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Recycling Center / Solid Waste Shed Paving	Solid Waste Fund		Pave an area that is currently gravel. This area is used daily by the recycle center and the trash trucks.	\$ 200,000					\$ -		\$ 200,000
				Capital Assets - Facilities Projects' Totals by Fiscal Year	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Map ID #	Environmental Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	I&I Program - Cured-In-Place-Pipe Repairs	Sewer Fund		Rehab of sewer system piping and manholes to reduce the rain water intrusion into the sewer system.	\$ 200,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000		\$ -		\$ 9,200,000
				Environmental Projects' Totals by Fiscal Year	\$ 200,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 9,200,000
Map ID #	Transportation Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Traffic Signal Upgrades	Motor Fuel Tax		Upgrade communication infrastructure and safety features on the City's 22 traffic signals.	\$ 175,000					\$ -		\$ 175,000
	Dalhousie Lift Station Access Roads	Sewer Fund		Asphalt mill and fill at four existing access roads to lift stations. Installation of new concrete access road to one lift station.	\$ 100,000					\$ -		\$ 100,000
				Transportation Projects' Totals by Fiscal Year	\$ 275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000
				CIP Project Total by Fiscal Year	\$ 675,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 9,675,000
				Unfunded Project Total by Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY 2025-2030 Capital Improvement Program
10 Year Projection

CAPITAL IMPROVEMENT SALES TAX (CIST)
FY 2025-2030

Map ID #	CIST Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 30-35	CNT	Total
	2" Line Replacement	CIST		Replace 2" lines with 6" water lines City-wide	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 650,000		\$ 1,300,000
	Water Tank Asset Management Program	CIST		Annual USG water tank asset management program	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000		\$ 4,000,000
	Annual CIST Street Repair	CIST		Annual CIST street maintenance and repair program	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,000,000		\$ 4,500,000
	1) Lime System Improvements -																
	a. Corrosion Control Construction	CIST		Cape Rock Water Treatment Facility	\$ 428,000										\$ -		\$ 428,000
	b. Polymer Feed Modifications Construction	CIST		Cape Rock Water Treatment Facility	\$ 675,000										\$ -		\$ 675,000
	2) Addition of Primary SCU-4 & Secondary SSB-4	CIST (\$800,000)	Unfunded	Cape Rock Water Treatment Facility	\$ 800,000		\$ 8,305,000								\$ -		\$ 9,105,000
	a. Booster Pump for Carbonic Acid	Unfunded		Cape Rock Water Treatment Facility			\$ 125,000								\$ -		\$ 125,000
	b. Stabilization Tank Addition	Unfunded		Cape Rock Water Treatment Facility			\$ 560,000								\$ -		\$ 560,000
	c. Aerator Bypass Improvements	Unfunded		Cape Rock Water Treatment Facility			\$ 610,000								\$ -		\$ 610,000
	SCADA Improvements	CIST		Cape Rock Water Treatment Facility	\$ 830,000										\$ -		\$ 830,000
	Filter Rehab	Unfunded		Cape Rock Water Treatment Facility								\$ 10,500,000			\$ 10,500,000		\$ 10,500,000
	Lead Service Line Replacement	Federal / State Grants	CIST	7% replacement from main to house every year	\$ 315,000	\$ 327,500	\$ 341,000	\$ 354,000	\$ 368,500	\$ 383,200	\$ 398,500	\$ 415,000			\$ 1,196,700		\$ 2,902,700
	College Booster Pump Station	Unfunded		Replacement of existing		\$ 2,600,000									\$ -		\$ 2,600,000
	Gordonville Tank Booster Pump Station	Unfunded		Improvements to existing			\$ 2,500,000								\$ -		\$ 2,500,000
	Meadowbrook Standpipe Booster Pump Station	Unfunded		Improvements to existing			\$ 1,900,000								\$ -		\$ 1,900,000
	LaSalle Standpipe Booster Pump Station	Unfunded		Improvements to existing					\$ 2,100,000						\$ 2,100,000		\$ 2,100,000
	High Priority Watermain Improvements	Unfunded		City-wide, per the 2022 WSFP			\$ 4,900,000	\$ 2,500,000	\$ 2,600,000	\$ 2,700,000	\$ 2,900,000	\$ 3,000,000			\$ 8,600,000		\$ 18,600,000
	Medium Priority Watermain Improvements	Unfunded		City-wide, per the 2022 WSFP											\$ -	\$ 42,450,000	\$ 42,450,000
	Plant 1 Residuals	Unfunded		Solids handling improvements at Plant 1											\$ -	\$ 1,000,000	\$ 1,000,000
	New Maintenance Shop	Unfunded		Replacement of existing			\$ 285,000								\$ -		\$ 285,000
				CIST Projects' Totals by Fiscal Year	\$ 4,078,000	\$ 3,957,500	\$ 17,771,000	\$ 6,669,000	\$ 3,998,500	\$ 6,213,200	\$ 4,328,500	\$ 14,945,000	\$ 1,030,000	\$ 530,000	\$ 27,046,700	\$ 43,450,000	\$ 106,970,700
				CIP Project Total by Fiscal Year	\$ 4,078,000	\$ 3,957,500	\$ 17,771,000	\$ 6,669,000	\$ 3,998,500	\$ 6,213,200	\$ 4,328,500	\$ 14,945,000	\$ 1,030,000	\$ 530,000	\$ 27,046,700	\$ 43,450,000	\$ 106,970,700
				Unfunded Project Total by Fiscal Year	\$ 800,000	\$ 2,600,000	\$ 16,400,000	\$ 5,285,000	\$ 2,600,000	\$ 4,800,000	\$ 2,900,000	\$ 13,500,000	\$ -	\$ -	\$ 21,200,000	\$ 43,450,000	\$ 92,335,000

**PARKS & STORMWATER TAX (PRS)
FY 2025-2030**

Map ID #	PRS2 Projects - Parks	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 30-35	CNT	Total
	Youth Sports Complex / Shawnee Park Sports Complex Facility and Field Improvements	PRS2 (4.5M)	Restaurant Tax / Grant (\$264,800)	A five (5) field Youth Sports Complex will be constructed to the West of the existing Shawnee Park Sports Complex. Replace fencing fields #1 - #5, upgrade field lights to LED, install bleacher canopies on fields #2 - #8, maintenance building addition, installation of PA System.	\$ 4,660,000	\$ 4,160,350									\$ -		\$ 8,820,350
	Cape LaCroix Recreation Trail Improvements and Widening (Phase 2)	PRS2 (\$200,000)	Grant (\$481,000)	The Cape LaCroix Recreation Trail will be repaired, overlaid and widened from Bloomfield Road to Shawnee Park. The City of Cape Girardeau has procured a grant from the MO Dept of Transportation in the amount of \$481,000 for the project. The additional \$200,000 needed for the project will come from PRS funds.	\$ 197,092										\$ -		\$ 197,092
	Dennis Scivally Park Restroom	PRS2		A permanent restroom will be placed at Dennis Scivally Park. This will be a prefabricated unit.		\$ 160,000									\$ -		\$ 160,000
	Shawnee Park Sports Complex - Maintenance Building	PRS2		Pave the parking lot at the Maintenance Building at Shawnee Park Sports Complex		\$ 125,000									\$ -		\$ 125,000
	Asphalt Overlay of Osage Centre and Shawnee Park Center Parking Lots	PRS2		Overlay the main parking lots at the Osage Centre and the Shawnee Park Center.			\$ 1,000,000								\$ -		\$ 1,000,000
	Golf Course Enhancements	PRS2		The Cape Jaycee Golf Course scheduled replacement / renovation of the cart and maintenance shop.			\$ 350,000								\$ -		\$ 350,000
	City Cemeteries	PRS2		Improvements to New Lorimier and Fairmount Cemeteries include construction of a maintenance building and overlay of roadways			\$ 250,000								\$ -		\$ 250,000
	Shawnee Park Center Addition	PRS2		Expand Shawnee Park Center on the North East side of the facility.			\$ 100,000	\$ 550,000							\$ -		\$ 650,000
	Cape LaCroix Recreation Trail Improvements and Widening (Phase 3)	PRS2		The Cape LaCroix Recreation Trail will be repaired, overlaid and widened from Osage Park to Hopper Road.				\$ 600,000	\$ 653,931						\$ -		\$ 1,253,931
	Walker Park Development	PRS2		The newly acquired Walker Park will be developed with available PRS funds. The development may include a shelter, playground, off-street parking and a walking trail. We will be seeking grant opportunities for the project.					\$ 250,000						\$ -		\$ 250,000
	Cape Splash - Phase 3	PRS2		Phase 3 of Cape Splash includes "Splash Reef" a new themed shallow water area, deck space, restroom / concession building and small stage area for parties / events movies					\$ 2,000,000						\$ -		\$ 2,000,000
	Red Star Development	PRS2		The Red Star Neighborhood Park will be a phased new park adjacent and part of flood buyout property on the north side of the City adjacent to the Red Star Boat Ramp with connections to the River Flood Wall Trail. Improvements include walking trails, picnic/pavilion areas and playgrounds with the potential for an RV Campground adjacent to the Casino.						\$ 500,000					\$ 500,000		\$ 500,000
	Southside Neighborhood Park	PRS2		A neighborhood park will be constructed on the southside of Hwy 74						\$ 365,349					\$ 365,349		\$ 365,349
	Cape Rock Park Improvements	PRS2	Grant	Improve ADA accessibility to the park, improved parking, lighting and historic representation of the park property.						\$ 250,000					\$ 250,000		\$ 250,000
	Arena Park Master Plan	PRS2		The Arena Park Phased Master Plan will include an updated survey, ADA accessible event space, upgrades in electric, lighting, trails, a new SEMO Fair Barn / Offices and other park amenities and renovations.						\$ 1,495,638					\$ 1,495,638		\$ 1,495,638
PRS2 Projects - Parks Totals by Fiscal Year					\$ 4,857,092	\$ 4,445,350	\$ 1,700,000	\$ 1,150,000	\$ 2,903,931	\$ 2,610,987	\$ -	\$ -	\$ -	\$ -	\$ 2,610,987	\$ -	\$ 17,667,360
Map ID #	PRS2 Projects - Stormwater	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 30-35	CNT	Total
	Sewer Manhole Rehab	PRS2		Repair and rehab of sanitary sewer manholes by contract	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,500,000		\$ 3,000,000
	Camellia Drainage Projects	PRS2		Upgrade street crossing on Camellia in the 100 block and install additional piping near 239/244 Camellia (Proj #6237)		\$ 250,000									\$ -		\$ 250,000
	Cape LaCroix Trail Drainage Improvements	PRS2		Lexington trail crossing and trail side flume on Lynwood Hills bridge (Proj #6261)		\$ 100,000									\$ -		\$ 100,000
	Trail Creek Bank Improvements - Phase 2	PRS2		Stabilize Cape LaCroix Trail Creek Bank at Walden Park			\$ 180,000								\$ -		\$ 180,000
PRS2 Projects - Stormwater Totals by Fiscal Year					\$ 300,000	\$ 650,000	\$ 480,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,500,000	\$ -	\$ 3,530,000
CIP Project Total by Fiscal Year					\$ 5,157,092	\$ 5,095,350	\$ 2,180,000	\$ 1,450,000	\$ 3,203,931	\$ 2,910,987	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 4,110,987	\$ -	\$ 21,197,360
Unfunded Project Total by Fiscal Year					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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10 Year Projection

PUBLIC SAFETY TRUST FUND (PSTF)
FY 2025-2030

Map ID #	PSTF Projects - Fire Department	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
FLEET	Firefighting Foam Trailer	PSTF		This request would fund the purchase of a firefighting foam trailer with associated foam nozzles, fittings, and hose. This would also replace the foam with the non PFAS foam.	\$ 80,000					\$ -		\$ 80,000
	Replace Fire Nozzels and Associated Fittings	PSTF		Annual replacement of Fire Nozzels and Fittings. Many of our current nozzels, fittings and adapters are no longer supported for repairs by the manufacturer. We have not bought replacement for these items in over 20 years and it is expected that this equipment will last us another 20 years.	\$ 18,300	\$ 18,300	\$ 18,300	\$ 18,300		\$ -		\$ 73,200
	Replace Air Conditioners	PSTF		Replace the dual air conditioners at 3 of the public safety radio tower sites within the city used by both PD and Fire. These are used to keep the radio equipment at 70 degrees to prevent a catastrophic failure of the system. We have had 2 significant failures of one unit at two sites in 2024.	\$ 40,000					\$ -		\$ 40,000
	Replace Air Fill Stations	PSTF		Replace our SCBA fill station used to fill SCBA bottles and SCUBA bottles. The current unit has been out of service 5 times over the course of the last year, totaling over 60 days for repairs. This has left us relying on neighboring departments to fill our air bottles after training and emergency incidents.	\$ 53,165					\$ -		\$ 53,165
	Add Digital Vehicle Repeater System	Grant		Add a digital vehicle repeater system to the Battalion Chief vehicle	\$ 15,000					\$ -		\$ 15,000
	Firefighter Bailout Kits	PSTF		Addition of 66 bailout kits for all sworn personnel.	\$ 37,000					\$ -		\$ 37,000
	Replace Front Line Cardiac Monitor / Defibrillators	Grant	PSTF / Health Fund	Replace front line cardiac monitors / defibrillators at the end of their life cycle	\$ 44,000	\$ 66,000				\$ -		\$ 110,000
FLEET	Replace Engine 4 Unit 257	Unfunded		Replace the 2017 pumper at the end of its life cycle for front line service		\$ 910,000				\$ -		\$ 910,000
FLEET	Replace Rescue 2 Unit 266	Unfunded		Replace the 2017 pumper at the end of its life cycle for front line service		\$ 910,000				\$ -		\$ 910,000
FLEET	Replace Engine 1 Unit 260	Unfunded		Replace the 2017 pumper at the end of its life cycle for front line service		\$ 910,000				\$ -		\$ 910,000
FLEET	Replace Engine 3 Unit 262	Unfunded		Replace the 2017 pumper at the end of its life cycle for front line service		\$ 910,000				\$ -		\$ 910,000
FLEET	Replace Ladder 1 Unit 243	Unfunded		Replace the 2017 ladder truck at the end of its life cycle for front line service		\$ 1,600,000				\$ -		\$ 1,600,000
	Fire Station #4 - Renovations and Repair	General Fund	PSTF	Renovations and repairs to FS #4: enclose gear storage, remodel bunk room				\$ 81,000		\$ -		\$ 81,000
	Replace Front Line SCBA and Spare Bottles	Unfunded	AFG Grant / General Fund	Replace front line self contained breathing apparatus (SCBA) and spare bottles						\$ -	\$ 500,000	\$ 500,000
FLEET	Replace Rescue 1 Unit 233	PSTF / CNT		Replace the 2017 heavy rescue truck at the end of its life cycle of 20 years						\$ -	\$ 4,000,000	\$ 4,000,000
PSTF Projects - Fire Department Totals by Fiscal Year					\$ 287,465	\$ 5,324,300	\$ 18,300	\$ 99,300	\$ -	\$ -	\$ 4,000,000	\$ 10,229,365
Map ID #	PSTF Projects - Police Department	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Firearms Range	Grants / Donations	PSTF / CNT	To build a firearms range suitable for pistols and rifles. The range will be used for ongoing training, as well as required annual certification. The range can also be used by other regional law enforcement agencies.						\$ -	\$ 310,000	\$ 310,000
PSTF Projects - Police Department Totals by Fiscal Year					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,000	\$ 310,000
CIP Project Total by Fiscal Year					\$ 287,465	\$ 5,324,300	\$ 18,300	\$ 99,300	\$ -	\$ -	\$ 4,810,000	\$ 10,539,365
Unfunded Project Total by Fiscal Year					\$ -	\$ 5,240,000	\$ -	\$ -	\$ -	\$ -	\$ 4,810,000	\$ 10,050,000

FY 2025-2030 Capital Improvement Program
10 Year Projection

TRANSPORTATION TRUST FUND (TTF)
FY 2025-2030

Map ID #	TTF5 Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	North Sprigg - Broadway to Lexington	TTF5		Design and construct / rehab roadway and sidewalk from Broadway to Lexington as well as install a traffic signal at New Madrid and Sprigg. Design and install new water main from Broadway to Bertling. Repair and rehab portions of sanitary sewer main as needed. (Proj #6286)	\$ 6,500,000					\$ -		\$ 6,500,000
	Main Street - Roberts to East Cape Rock	TTF5		Reconstruction, curb and gutter, sidewalks, and streetlights (Proj #6198)	\$ 2,500,000					\$ -		\$ 2,500,000
	Street Lights	TTF5		Maintenance, repair, and replacement of traditional bulbs to LEDs	\$ 170,000					\$ -		\$ 170,000
				TTF5 Projects' Totals by Fiscal Year	\$ 9,170,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,170,000
Map ID #	TTF6 Projects	Funding Source 1	Funding Source 2	Description	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-35	CNT	Total
	Concrete Street Repair	TTF6		Annual concrete street repair program (Proj #6284)	\$ 1,800,000					\$ -		\$ 1,800,000
	Asphalt Overlay Program	TTF6		Annual asphalt overlay program	\$ 600,000					\$ -		\$ 600,000
	Route K School Corridor Safety Improvements	TTF6		Intersection improvements, in cooperation with others, contribution toward total project cost	\$ 500,000					\$ -		\$ 500,000
	Sidewalk Repair Program	TTF6		Sidewalk point repair program	\$ 250,000					\$ -		\$ 250,000
	Veterans Memorial Drive Phase 6 - Hopper to Vantage (Grading)	TTF6		Grading only	\$ 1,955,000					\$ -		\$ 1,955,000
	Bertling - Perryville to Big Bend	TTF6		Concrete repair	\$ 1,000,000					\$ -		\$ 1,000,000
				TTF6 Projects' Totals by Fiscal Year	\$ 6,105,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,105,000
				CIP Project Total by Fiscal Year	\$ 15,275,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,275,000
				Unfunded Project Total by Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY 2024-2025 Capital Improvement Program
10 Year Projection
Completed Projects

COMPLETED PROJECTS
FY 2024-2025

					Project Cost
Map ID #	Capital Assets - Facilities Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Cape Airport - T-Hangars Construction - Associated Taxi Lanes	CIST / BIL		Construct set of 20 additional t-hangars and adjoining pavement	\$ 2,900,000
	Cape Splash - Refurbish Mat Racer and Drop Slides	Cape Splash Improvement Fund		The slides at Cape Splash need re-coated with a new layer of Gel-Coat.	\$ 209,204
	Fire Station #3 - Renovations and Repair	Casino		Renovations and repairs to FS #3: roof replacement, remodel bunk room	\$ 175,000
	Cape Airport - T-Hangars Construction Consulting - Burns & McDonnell	CIST / BIL	Other Funding	Construction phase of 20 additional t-hangars	\$ 131,000
	Fire Station #2 - Renovations and Repair	PSTF		Renovations and repairs to FS #2: repair annex South wall, add annex floor drains, add annex building generator	\$ 100,000
	Fire Station #3 - Add Security Entry System	Casino		Add a swipe card entry system to FS #3 / EOC / Communications	\$ 100,000
	Fire Station Security Cameras	General Fund		This request would fund the purchase of security cameras at all fire department facilities.	\$ 30,000
	Fire Station #2 - Renovations and Repair	General Fund		Renovations and repairs to FS #2: annex parking area	\$ 3,500
Capital Assets - Facilities Projects Completed					\$ 3,648,704
Map ID #	Capital Assets - IT Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Administrative Services - Agenda Management Software System	General Fund		Current agenda management system, NovusAgenda, is no longer supported or will receive upgrades or enhancements.	\$ 20,000
Capital Assets - IT Projects Completed					\$ 20,000
Map ID #	Capital Assets - Non-fleet Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Police Department - Body Worn Camera Project (Getac Video)	General Fund		Software maintenance, warranties, and cloud storage will need to be extended and old cameras will be replaced in 2024. This will cover the next two years through 2026.	\$ 138,764
	Fire Department - Replace Bulletproof Vests	Fire Sales Tax		Replacement of current bulletproof vest assigned to apparatus.	\$ 22,000
	Fire Department - Dive Equipment	Grant		Replacement of dive equipment used by dive rescue team.	\$ 15,000
	Fire Department - Automatic CPR Device Batteries	Health Fund		Replacement of 10 automatic CPR device batteries.	\$ 10,000
	Fire Department - Medical Suction Units	Health Fund		Replacement of 5 medical suction units.	\$ 6,000
	Fire Department - Vehicle Extraction Batteries	Fire Sales Tax		Replacement of 10 vehicle extraction tool batteries.	\$ 6,000
Capital Assets - Non-fleet Projects Completed					\$ 197,764
Map ID #	CIST Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	1) Lime System Improvements	CIST		High-Density Lime/Cape Rock Water Treatment Facility, includes turbine bearings in SCU-2	\$ 6,000,000
	Lead Service Line Inventory	CIST (\$250,000)	ARPA	In December 2021, a final ruling from the EPA was made official requiring water systems conduct a comprehensive inventory of water service lines from the main to the house. The inventory must be made available to the public and be completed by October 16, 2024.	\$ 445,060
	SCADA Improvements	CIST		Cape Rock Water Treatment Facility	\$ 100,000
CIST Projects Completed					\$ 6,545,060
Map ID #	Environmental Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	WWTP IPS Automatic Screen - Phase 2	Fund Balance		Construction of Influent Pump Station automatic screening equipment and replacement of mixers (Proj #6226)	\$ 3,700,000
	Modifications to Filter Gallery Piping	Fund Balance		Cape Rock Water Treatment Facility	\$ 1,500,000
Environmental Projects Completed					\$ 5,200,000
Map ID #	PRS Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Lisa Branch Watershed Drainage Improvements - Phase 3	ARPA	PRS2	Upgrade street crossings on Glenridge and on Melrose near Randol (Proj #2126)	\$ 955,000
	Lisa Branch Watershed Drainage Improvements - Phase 4	ARPA	PRS2	Upgrade street crossing on Lisa near Randol (Proj #2126)	\$ 420,000
	Scivally Branch Watershed Drainage Improvements - Phase 1	ARPA	PRS2	Upgrade street crossing at Perryville near Sherwood (Proj #2126)	\$ 408,000
	Lisa Branch Watershed Drainage Improvements - Phase 2	ARPA	PRS2	Upgrade street crossing at Westwood near Sherwood (Proj #2126)	\$ 297,000
PRS Projects Completed					\$ 2,080,000

FY 2024-2025 Capital Improvement Program
10 Year Projection
Completed Projects

Map ID #	PSTF Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Police Department - Replace Tablets and Mobile Data Terminals	PSTF		Replace existing Police Department tablets (x 58) (5-yr replacement schedule) with laptops	\$ 230,000
				PSTF Projects Completed	\$ 230,000
Map ID #	Transportation Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Pave Access to Cape Rock Sanitary Sewer Lift Station	Sewer Fund		Pave the gravel drive to the Cape Rock sanitary sewer lift station off of E Cape Rock Drive	\$ 150,000
				Transportation Projects Completed	\$ 150,000
Map ID #	TTF Projects	Funding Source 1	Funding Source 2	Description	FY 24-25
	Sprigg - Shawnee Parkway / Route 74 to Southern Expressway	TTF6		Design and Review - Remove and replace curb and gutter and sidewalks; mill and overlay (Proj #6252)	\$ 1,000,000
	North Sprigg - Broadway to Lexington	TTF5		Design roadway and sidewalk from Broadway to Lexington (Proj #6286)	\$ 400,000
	Street Lights	TTF5		Maintenance, repair, and replacement of traditional bulbs to LEDs	\$ 32,000
				TTF Projects Completed	\$ 1,432,000
					\$ 19,503,528

Staff: Traci Weissmueller, Deputy City Clerk
Agenda: 2/18/2025

MEMORANDUM
Cape Girardeau City Council

SUBJECT

Appointment of one member to the Board of Adjustment for a term expiring March 6, 2030.

EXECUTIVE SUMMARY

Glenn "Skip" Smallwood has served on the board since 2013 (first as an alternate and then two full terms). This term is set to expire March 6, 2025. Skip is not eligible to serve again due to term limits.

The following individuals have expressed interest in serving on the board. (Their applications are attached for your review.)

NAME	WARD	CITIZENS ACADEMY GRAD
Richard Knote	4	NO
Holly Godwin	5	NO
C. Donald Harris	5	NO

BACKGROUND/DISCUSSION

The Board of Adjustment hears and decides exceptions to or variations from the height, area, bulk and setback requirements as set out in the City's Zoning Ordinance. Members serve a 5-year term.

GENERAL DIRECTION

Unless directed otherwise, one appointment to the Board of Adjustment for a term expiring March 6, 2030, will appear on a future agenda for consideration.

ATTACHMENTS:	
Name:	Description:
Board_of_Adjustment.pdf	Board of Adjustment Roster
ADVISORY_BOARD_ATTENDANCE.pdf	Board of Adjustment Attendance
KNOTE_RICHARD_02.01.2025.pdf	Application Richard Knote
Godwin_Holly.05-13-24.pdf	Application Holly Godwin
Harris_C_Donald.02-22-2024.pdf	Application C Donald Harris

BOARD OF ADJUSTMENT

1/21/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Dowdy, Larry	1	4/15/2024	3/6/2029
Hill, Gary	1	5/1/2023	3/6/2028
Robertson, Ron	1	3/15/2021	3/6/2026
	ALT	10/5/2020	9/4/2025
Smallwood, Skip (Glenn)	2	3/2/2020	3/6/2025
	1	3/16/2015	3/6/2020
	ALT	3/4/2013	
Swan, Reg	1	5/2/2022	3/6/2027
Hart, Edward (ALT)	ALT	8/17/2020	9/4/2025
	ALT	11/2/2015	9/4/2020
	ALT	9/20/2010	9/4/2015
	ALT	8/15/2005	9/4/2010
	ALT	1/22/2002	9/4/2005
Hinton, David (ALT)	ALT	8/17/2020	9/4/2025
	ALT	11/2/2015	9/4/2020
	ALT	4/15/2013	9/4/2015
Vacant (ALT)	n/a		9/4/2025

P = Partial Term

MEETING TIME: Monthly, First Thursday at 5:30 pm in the Council Chambers

TERM LIMIT: 2 Full Term Limits (5-Year Terms)

REQUIREMENTS: Appointed by Mayor. Approved by Council.

RESIDENCY:

STAFF LIAISON: Ryan Shrimplin, City Planner, 573-339-6327

COUNCIL LIAISON:

OF MEMBERS: 5 (3 alternate members may be appointed to serve in the absence of, or the disqualification of, the regular members)

BOARD OF ADJUSTMENT - ATTENDANCE RECORDS

Meeting Time: Monthly, First Thursday at 5:30 pm in the Council Chambers

Ordinance Effective: 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters	Termination Letter
	2	6	6	3	1	5	3	7	4	2	6	4		
Dowdy, Larry	NM	NM												
Hill, Gary	NM	NM												
Robertson, Ron	NM	NM												
Smallwood, Skip (Glenn)	NM	NM												
Swan, Reg	NM	NM												
Hart, Edward (ALT)	NM	NM												
Hinton, Dave (ALT)	NM	NM												
AGENDA RCVD	NM	NM												
MINUTES RCVD	NM	NM												

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters	Termination Letter
	4	1	7	4	2	6	4	1	5	3	7	5		
Dowdy, Larry					NM	NM	NM	NM	NM	NM	NM	P		
Hill, Gary	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM	P		
Kelley, Timothy	NM	NM	NM											
Robertson, Ron	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM	P		
Smallwood, Skip (Glenn)	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM	P		
Swan, Reg	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM	A		
Hart, Edward (ALT)	NM	NM	NM	A	NM	NM	NM	NM	NM	NM	NM	A		
Hinton, David (ALT)	NM	NM	NM	P	NM	NM	NM	NM	NM	NM	NM	P		
AGENDA RCVD	NM	NM	NM	x	NM	NM	NM	NM	NM	NM	NM	x		
MINUTES RCVD	NM	NM	NM	x	NM	NM	NM	NM	NM	NM	NM	x		

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMP = Special Meeting Present

SMA = Special Meeting Absent

Staff:
Agenda: 2/18/2025

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Advisory Board Minutes

- Airport Advisory Board - 01/14/2025
- Board of Adjustment - No Meeting
- Board of Appeals - No Meeting
- Convention & Visitors Bureau Advisory Board - No Meeting
- Golf Course Advisory Board - No Meeting
- Historic Preservation Commission - 01/15/2025
- Liquor License Review Board - No Meeting
- Parks & Recreation Advisory Board - 01/13/2025
- Planning and Zoning Commission - No Meeting
- Special Business District Advisory Commission - No Meeting
- Tree Board - No Meeting

ATTACHMENTS:

Name:	Description:
☐ Historic_Preservation_Commission_Minutes_01-15-25_-_DRAFT.pdf	2025.01.15 HPC Minutes Draft
☐ AirportBoard-Minutes_1.14.2025(002).pdf	2025.01.14 Airport Minutes
☐ 1.13.25_Advisory_Board_Meeting_Minutes_-_Draft.pdf	2025.01.13 Parks and Rec Minutes Draft

HISTORIC PRESERVATION COMMISSION

MEETING MINUTES

January 15, 2025

City Hall – Council Chambers
44 North Lorimier Street

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

Commission Members Absent: David Atkins, Kirstin Glaser

Staff Present: Carol Peters, 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 5:32 p.m.

Approval of Minutes

The minutes of the November 20, 2024 Historic Preservation Commission meeting were unanimously approved upon a motion made by Mr. Balsmann and seconded by Mr. Modrow.

OTHER BUSINESS

2025 Historic Resource Survey

Dr. Hoffman presented a copy of the 2024 Historic Resource Survey to the Commission. He stated that copies of the survey are submitted to the Special Collections and Archives center at Kent Library and to the Department of History and Anthropology at Southeast Missouri State University. Copies are also submitted to the Missouri State Historic Preservation Office (SHPO) and to the City. He explained that the price of the survey had been the same (\$500) for 28 years. Last year, he discussed a price increase with Mr. Shrimplin. They agreed on an increase of \$100 each year over the next five years. The 2024 survey cost \$600, so the price will increase to \$700 for the 2025 survey.

Ms. Lincoln asked why a survey is completed each year and how the information contained in the survey is used. Dr. Hoffman explained that one of the City's responsibilities as a Certified Local Government (CLG) is to conduct an ongoing survey of historic resources. Each year, the City contracts with the University to have his students survey an area. The survey is surface-level and primarily architectural in focus. Each survey is a record of the buildings, structures, and other resources existing on the properties within the survey area. Such information is useful for planning purposes (such as the designation of a historic or conservation district) and for reference purposes (such as a Section 106 review).

The Commission then reviewed a map showing all of the areas previously surveyed and discussed potential areas for the 2025 survey. Dr. Hoffman explained that there are different ways to approach

selecting an area to be surveyed. One way is to select an area that has never been surveyed and is adjacent to an area that has been surveyed. Another way is to select an area based on a theme, such as a neighborhood containing mid-century modern homes. Yet another way is to select an area that could potentially lose its resources due to a project. Mr. Balsmann inquired about any upcoming City projects that could threaten historic properties. Mr. Shrimplin replied that the City has a dangerous buildings (condemnation) program that sometimes results in demolition, but the properties are scattered. Other than condemnation, he was not aware of any active or proposed City projects that could threaten historic properties.

Upon discussion, the Commission selected an area bounded by William Street to the north, Bloomfield Street to the south, Pacific Street to the east, and West End Boulevard to the west. A motion was made by Ms. Smith and seconded by Ms. Tyson to recommend that the City execute an agreement with Southeast Missouri State University for the 2025 Historic Resource Survey, for the aforementioned area, at a price of \$700. The motion passed unanimously.

2025 Endangered Buildings List

Mr. Shrimplin presented a draft news release for the 2025 Endangered Buildings List Call for Nominations. He explained that the process will be the same as in recent years. The proposed deadline for submitting a nomination is March 7, 2025. Nominators will be invited to discuss their nomination with the Commission at the March 19, 2025 meeting. The Commission will finalize and adopt the list at the April 16, 2025 meeting. The Commission directed staff to proceed with the schedule as proposed. Mr. Shrimplin stated that the news release will be issued at the end of the month.

Chairman Lane asked for ideas on how to promote the Endangered Buildings List and increase participation from the public. He noted that, in recent years, all or most of the nominations have been submitted by Dr. Hoffman's students. Ms. Tyson suggested sharing the news release with Old Town Cape and other organizations. Dr. Hoffman suggested using social media to post about buildings that were previously on the Endangered Buildings List and have been saved. He also suggested requesting an interview with KRCU Public Radio to talk about the Historic Preservation Commission as well as the Endangered Buildings List.

Education Subcommittee Reports and Assignments

Chairman Lane reported that the Education Subcommittee and Mr. Shrimplin have been working on the History of Cape Girardeau timeline and narrative. Once these items are finished, the Subcommittee will begin working with Dr. Hoffman on creating an online gallery of notable properties.

Outreach Subcommittee Reports and Assignments

Chairman Lane gave a report on the Outreach Subcommittee in the absence of Ms. Glaser. He referred the Commission to a packet Ms. Glaser had prepared containing information on Rockwood Inn at 603 North Henderson Avenue and several other properties. The Rockwood Inn property was selected for the Original Treasures Program for the first quarter of 2025. Chairman Lane asked the other Commission members to review the other properties in the packet and to rank their preferences for the next meeting.

Commission Communication

Chairman Lane encouraged the other Commission members to submit a nomination for the 2025 Endangered Buildings List.

Draft

Chairman Lane reported that Prodigy Leadership Academy recently purchased the Juden School property at 900 West Cape Rock Drive. The former schoolhouse, which has been on the Endangered Buildings List for many years, will be rehabilitated and used for Prodigy's programs.

Chairman Lane stated that he is looking for information on local mills in the early 1900s, specifically those that made baseboards, door frames, and other millwork. Dr. Hoffman stated that one of his students might be able to assist with conducting research on this topic.

Chairman Lane stated that he recently learned of True North Preservation, a historic window and door restoration business, which recently opened in Pocahtonas, Missouri.

Staff Communication

Mr. Shrimplin reported that the building at 524 William Street is to be demolished by the property owner. He explained that the building has been vacant for over a decade and is deteriorating rapidly. Years ago, the owner agreed to let the Fire Department use the building for firefighter training. As a result, the building has been burned in several places. The Fire Department is no longer using the building, so the owner was notified that they must demolish it or the City will condemn it. Mr. Shrimplin noted that the property is in the Central Business District (CBD), which normally requires a Certificate of Appropriateness from the Historic Preservation Commission in order to demolish a building. However, due to the severity of damage and the fact that the building does not possess high significance, staff made the decision to allow the demolition without a Certificate of Appropriateness.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:25 p.m. upon a motion made by Ms. Tyson and seconded by Mr. Modrow.

Respectfully submitted,

Mary Kay Smith
Secretary



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
January 14, 2025**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on January 14, 2024 at 11:30am at Airport Terminal Conference Room.

Board Members Present:

Richard Knote, Chair
Bev Clair, Vice Chair
Keith Boeller, Board Member
Justin Davidson, Board Member
Shawn Wasson, Board Member
Mark Mehner, Board Member
Bruce Loy, Board Member
Nancy Kopp, Board Member
Kent Ward, Board Member

Staff Present:

JoJo Stuart, Airport Manager
Audrey Lorch, Airport Support Spec.
Mark Bliss, City Council Liaison

Appearances – John Russell – Cape County Private Ambulance

Absent: NA

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 11:34am. Mr. Mehner approved the October 2024 minutes. Ms. Clair second, All were in favor and the motion passed with a unanimous vote.

I. **Old Business -**

- **Airport Activity Report** – Mr. Stuart provided the December activity report. Contour continues increased post-holiday enplanements, at this time there is a 22% increase in travel, year to date. With verification from Contour, final number of enplanements YTD are 9,305. Spring and summer vacation and pleasure travel enplanements will also increase.
- **Cape Aviation Report** – Mr. Stuart presented the fuel reports for December, end of year fuel sales are up 23%, sales have continued to increase for the year; due to Jet traffic, Military and US Aviation fuel sales continue to increase as well, at 24% YTD. The FBO also assisted a Military return flight from a tour that left out last spring from CGI. More discussion on topic.
- **Airport Projects Update -**

- **T-Hangars** – Mr. Stuart informed the Board the new T-Hangars are complete, last walk through with the Project Manager was completed and approved for move-in, all punch list items have been completed, some will wait until spring. Most have been leased and ready for use. Lease rent to start February 1, 2025.

II. **New Business – Delta/Echo Project** – Mr. Stuart informed the Board there was an archaeological study completed this was required by the FAA, before any dirt movement; there were no findings. Reconstruction bids will begin spring of 2025.

- **Non-Agenda Items –Adjournment** – Mr. Loy recommended to put forward something to memorialize several tenants and aviation enthusiastic professionals who have passed recently, thoughts to tribute the individuals that have been a staple at CGI for decades will be further discussed. The Board recommended a motion on a possible street re-name or a tribute wall were considered as well.
- **BOLD MARKETING** – BOLD continues to promote CGI through Radio, T.V. and social media, with excellent results.
- **Richard Knote – Board Chair**, Mr. Knote announced he has reached his term of service on the CGI board. Mr. Knote, CGI, and the Board would like to thank you for your continued service, professional advice, time, and dedication.
- Determination of new Chair to be discussed in the February meeting.

There being no other business, Mr. Knote moved to adjourn the meeting, Mr. Ward first, Mr. Davidson, second. All were in favor. The meeting adjourned at 7:00pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

DRAFT
Parks and Recreation Department
Advisory Board Meeting Minutes
Monday, January 13, 2025

Board Members Present:

Percy Huston, Chairperson
Philip Moore, Vice-Chair
Tamara Buck
Jerry Dement
Lewis Jackson Hill
Darrin Bruenderman
John Spear
Mary Ann Maloney
Dr. Beverly Evans, Secretary
Thomas Drummond

Mark Moore

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



Chairman Percy Huston called the meeting to order at 5:30pm at the Osage Centre.

Chairman Percy Huston asked if everyone had a chance to look at the minutes from the December 9, 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 Philip Moore and second by Lewis Jackson Hill.

Doug Gannon recognized Mike Halter on 32 years of service with the City of Cape Girardeau. Mike will be retiring January 31, 2025.

Doug Gannon and Brenda Newbern lead the Tour of the new Visit Cape Offices for all board members and guests.

Chairman Percy Huston called on Scott Williams for a MSHSAA Final Four Boy's Baseball bid update. MSHSAA decided to keep the tournament in the Springfield area at their current location.

Chairman Percy Huston called on Penny Williams for an update on the Special Olympics Missouri (SOMO) State Outdoor Games bid. Penny advised SOMO went with Springfield for the location of the outdoor games.

Chairman Percy Huston called on Scott Williams on the Sportsplex Supervisor Position update. Scott reminded the board members that Heather Davis has submitted her resignation and her last day will be January 17, 2025. Scott and Doug are in the process of reviewing the job description to be able to post the position by the end of the week.

Doug Gannon gave an update on the Youth Outdoor Sports Complex Project. The recommendation for Penzel Construction to be the project contractor was presented to the City Council January 6. The first reading was approved. The second and third readings will be at the January 21, 2025 meeting.

Penny Williams gave an update on the winter recreation programs that have started. Penny also informed the board that the Winter/Spring 2025 PLAY CAPE is now available and will be distributed to the other facilities and across the community in the next week.

Kaed Horrell gave an update on Cape LaCroix Recreation Trail. We have the grant with MODOT to help widen and overlay the South end of the trail from Bloomfield Road to Shawnee Park. The current plan is to bid the project in spring

2025 with a goal to start construction mid to late summer 2025.

Brenda Newbern gave an update on Visit Cape. They have been reviewing Stay and Play packages and prospecting for the Rotatory Club conference to come to Cape. Staff are currently working with BOLD marketing on a budget for the next fiscal year. The latest Hotel / Motel receipt report was distributed for review along with the projected boat dockings for the 2025 season.

Lewis Jackson Hill gave an update for the Tree Board. At the last meeting, the board went over trees located on Broadway, as well as in Dennis Scivally and Groves Park. Kaed Horrell said the city has been considered a Tree City USA for 26 years and will be working on renewing that status this spring. Missouri Arbor Day is April 4, 2025. The Tree Board will be discussing where they will be planting new trees for Arbor Day.

Penny Williams gave an update on the Parks and Recreation Foundation. The St. Louis Cardinal Caravan will be at the Osage Centre January 20, 2025. We will need some help to sell raffle tickets and welcomes members of the community. The Celebration of Youth Sports Awards Banquet will be Friday January 24, 2025. We will need volunteers to help hand out awards, assist with the silent auction and to greet everyone as the doors open. Scott Williams covered the Foundation Membership kickoff drive, which will start in February. Scott is finalizing the membership discount cards and preparing to send them to print.

David Cantrell gave a City Council report. David covered the City's water infrastructure and that he would like to see the tax make the April 2025 ballot. David also covered the homeless needs during the winter and asked if anyone can help at the warming centers. David also covered the great work the Parks and Recreation Department does for the City and what an impact we make to the community.

Penny Williams covered the staff report and the monthly calendar handout that was distributed. The 2024 end of year slide show was played for those who missed the staff/board luncheon in December.

Chairman Percy asked if anyone had other items to discuss or items they would like to see on the next meeting agenda.

The next Board Meeting will be at 5:30pm, Monday, February 10, 2025 at the Osage Centre, Room 1AB

The meeting adjourned at 6:42pm with a motion by John Spear and seconded by Beverly Evans.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Park and Recreation Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Park and Recreation Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys..