



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
Bryan Johnson, 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

May 19, 2025
5:00 PM

- City residents desiring to speak about items NOT on the agenda must register no later than noon, on Saturday, May 17, 2025, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.

Invocation

Pastor Jennifer Long of Compass Church in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

- Police and Telecommunicators Appreciation Proclamation

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 May 5, 2025, Regular Session City Council Minutes.
2. BILL NO. 25-56, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 212 South West End Boulevard, in the City and County of Cape Girardeau, Missouri, from C-1 to R-3. Second and Third Readings.
3. BILL NO. 25-57, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 3100 and 3130 Ragan Street, in the City and County of Cape Girardeau, Missouri, from R-4 to R-3. Second and Third Readings.
4. BILL NO. 25-58, an Ordinance authorizing the City Manager to execute a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 25-59, a Resolution authorizing the City Manager to execute an Agreement with Lappe Cement Finishing, Inc. for Concrete Street Repair 2025, in the City of Cape Girardeau, Missouri. Reading and Passage.
6. Accept the water main extension improvements to serve 151 South Mount Auburn Road.

Items Removed from Consent Agenda

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

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

7. BILL NO. 25-60, an Ordinance accepting permanent access easements from various property owners for a road to service Dalhousie Sewer Lift Station #4. First Reading. DEV- Trevor Pulley

Appointments

8. Appointments to the Board of Appeals

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

- Town Plaza Community Improvement District Adopted Budget for FYE June 30, 2026, and Amended Budget for FYE June 30, 2025.

Advisory Board Minutes

- Advisory Board Minutes

Staff:

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

EXECUTIVE SUMMARY

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

City of Cape Girardeau



Proclamation

Whereas, the Cape Girardeau Police Department's mission is to protect life, property, and individual rights, to enforce laws and ordinances, to preserve peace, order, and safety and to uphold the highest standards of law enforcement; and

Whereas, the Cape Girardeau Police Department has made significant strides in enhancing public safety through advancements in technology and officer training, strengthening relationships with the community through crime reduction initiatives to safeguard our streets; implementing a Co-Responder Unit, and hosting countless community engagement efforts; and

Whereas, the Cape Girardeau Police Department serves a community of approximately 40,000 citizens and provides law enforcement services for approximately 28.4 square miles. In 2024, the Cape Girardeau Police Department responded to 37,486 calls for service; and

Whereas, the prompt response of law enforcement and their service is critical to the protection of life and the preservation of property; and

Whereas, it is important to acknowledge the dedicated services provided by the Cape Girardeau Police Department to our community and to honor all of our law enforcement officers who, through their courageous actions, face unexpected dangers daily and make sacrifices to protect our rights and freedoms; and

Whereas, communicators are vital partners with our law enforcement and fire personnel by monitoring their activities by radio, providing them with information, and ensuring their safety. The dedicated service of public safety communicators is a "silent service" seldom observed by the public. They serve as an indispensable link between the public and our officers and vital support services, exhibiting compassion, understanding, and professionalism during the performance of their job.

Now, Therefore, Be It Resolved that I, Stacy Kinder, Mayor of the City of Cape Girardeau, Missouri, do hereby proclaim May 19, 2025, as

Cape Girardeau Police and Telecommunications Appreciation Day

and urge all citizens to join in honoring the men and women whose service and sacrifice have contributed substantially to keep our City and citizens safe and build a safe, strong, and resilient community.

In Witness Whereof I have hereunto set my hand and caused to be affixed the Seal of the City of Cape Girardeau, Missouri, this 19th day of May, 2025.

Stacy Kinder, Mayor

Staff:

Gayle L. Conrad, MPCC/CMC,
Director of Citizen Services/City
Clerk

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

Approval of the May 5, 2025, Regular Session City Council Minutes.

EXECUTIVE SUMMARY

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session May 5, 2025 MM-159

STUDY SESSION – May 5, 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, May 5, 2025, at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members David J. Cantrell, Dan Presson, Tameka Randle and Nate Thomas present. Mark Bliss and Bryan Johnson were absent.

REGULAR SESSION – May 5, 2025

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, May 5, 2025, at 5:18 p.m. with Mayor Stacy Kinder presiding and Council Members David J. Cantrell, Dan Presson, Tameka Randle and Nate Thomas present. Mark Bliss and Bryan Johnson were absent.

ADOPTION OF THE AGENDA

A Motion was made by Tameka Randle, Seconded by David J. Cantrell, to approve and adopt the agenda.

Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

PUBLIC HEARINGS

A Public Hearing to consider a request to rezone property located at 212 South West End Boulevard from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District).

Mayor Kinder opened the public hearing. Mr. Steven Majeed, owner of 212 South West End, appeared and spoke in support of the request.

There being no further comments, the hearing was closed.

A Public Hearing to consider a request to rezone property located at 3100 and 3130 Ragan Street from R-4 (Medium Density Multifamily Residential District) to R-3 (High Density Single-Family Residential District).

Mayor Kinder opened the public hearing. Mr. Brad Schlosser, owner of the property, appeared and spoke in support of the request.

There being no further comments, the hearing was closed.

CONSENT AGENDA

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

BILL NO. 25-44, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding CBD, Central Business District. Second and Third Readings.

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session May 5, 2025 MM-160

BILL NO. 25-45, an Ordinance annexing land located at 126 Dogwood Street into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-46, an Ordinance extending the boundaries of Ward 4 to include property newly annexed into the city limits of the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-47, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by zoning newly annexed property located at 126 Dogwood Street as R-1, Single-Family Suburban Residential District. Second and Third Readings.

BILL NO. 25-48, an Ordinance accepting a Permanent Water Line Easement for property located at 4450 LaSalle Avenue, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-49, an Ordinance authorizing the City Manager to execute a Grant Agreement with the Missouri Highways and Transportation Commission to fund air service promotion and marketing at the Cape Girardeau Regional Airport. Second and Third Readings.

BILL NO. 25-50, an Ordinance accepting Permanent Utility Easements from the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property located adjacent to 3556 Pheasant Cove Drive in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-51, an Ordinance vacating the City's interest in part of a Utility Easement at 3556 Pheasant Cove Drive in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-52, an Ordinance authorizing the Mayor to execute a Quit Claim Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for an easement behind the property at 3556 Pheasant Cove, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 25-53, an Ordinance of the City of Cape Girardeau, Missouri, amending the Charter of the City; calling an election in the City on the question of amending the Charter; designating the time for holding said election; and authorizing and directing the City Clerk to give notice to the County Clerk of said election. Second and Third Readings.

BILL NO. 25-54, a Resolution authorizing the City Manager to execute a Demolition Contract with SEMO Underbrushing for the demolition of a building located at 4221 John E. Godwin Jr. Memorial Drive, in the City of Cape Girardeau, Missouri. Reading and Passage

BILL NO. 25-55, a Resolution authorizing the City Manager to execute a Demolition Contract with Strack Excavating, L.L.C., for the demolition of a building located at 1424 William Street, in the City of Cape Girardeau, Missouri.. Reading and Passage

A Motion was made by Tameka Randle, Seconded by David J. Cantrell, to approve and adopt. Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson. Mr. Thomas abstained from BILL NO. 25-49 for financial reasons due to his affiliation with a local marketing firm.

BILL NO. 25-44 will be Ordinance NO. 5831; BILL NO. 25-45 will be Ordinance NO. 5832; BILL NO. 25-46 will be Ordinance NO. 5833; BILL NO. 25-47 will be Ordinance NO. 5834; BILL NO. 25-48 will be Ordinance NO. 5835; BILL NO. 25-49 will be Ordinance NO. 5836;

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session May 5, 2025 MM-161

BILL NO. 25-50 will be Ordinance NO. 5837; BILL NO. 25-51 will be Ordinance NO. 5838; BILL NO. 25-52 will be Ordinance NO. 5839; BILL NO. 25-53 will be Ordinance NO. 5840; BILL NO. 25-54 will be Resolution NO. 3663; and BILL NO. 25-55 will be Resolution NO. 3664.

NEW ORDINANCES

BILL NO. 25-56, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 212 South West End Boulevard, in the City and County of Cape Girardeau, Missouri, from C-1 to R-3. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by David J. Cantrell, Seconded by Nate Thomas, to approve.
Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

BILL NO. 25-57, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 3100 and 3130 Ragan Street, in the City and County of Cape Girardeau, Missouri, from R-4 to R-3. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve.
Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

BILL NO. 25-58, an Ordinance authorizing the City Manager to execute a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission, 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 Tameka Randle, Seconded by Dan Presson, to approve.
Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

APPOINTMENTS

Appointments to the Board of Adjustment

A Motion was made by Nate Thomas, Seconded by Dan Presson, to appoint to the Board of Adjustment Larry Caldwell for a term expiring March 6, 2027, Richard Knotte for a term expiring March 6, 2030, and Jordan Drury as an alternate member for a term expiring September 4, 2025. Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

Appointment to the Golf Course Advisory Board

A Motion was made by Dan Presson, Seconded by David J. Cantrell, to appoint Jarod Handley as the Cape Girardeau Jaycees Designee to the Golf Course Advisory Board for a term expiring September 4, 2026.
Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

Appointments to the Tax Increment Financing Commission

Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session May 5, 2025 MM-162

A Motion was made by David J. Cantrell, Seconded by Nate Thomas, to appoint Ryan Essex and Kevin Greaser to the Tax Increment Financing Commission for terms expiring April 1, 2029. Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

APPEARANCES REGARDING ITEMS NOT ON THE AGENDA

Ms. Deidre Owen, 2018 Sherwood Drive, appeared regarding a drainage ditch issue occurring behind the homes on Sherwood Drive from Lexington Avenue to Perryville Road.

MEETING ADJOURNMENT

A Motion was made to adjourn by Nate Thomas, Seconded by David J. Cantrell. Motion passed. 5-0. Ayes: Cantrell, Kinder, Presson, Randle, Thomas. Absent: Bliss, Johnson

The regular session ended at 5:38 p.m.

Stacy Kinder, Mayor

Gayle L. Conrad, City Clerk



Staff: Ryan Shrimplin, AICP - City Planner

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 212 South West End Boulevard, in the City and County of Cape Girardeau, Missouri, from C-1 to R-3.

EXECUTIVE SUMMARY

The attached ordinance rezones the property at 212 South West End Boulevard from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District). The City Council's public hearing on the rezoning request was held on May 5, 2025.

BACKGROUND/DISCUSSION

A rezoning application has been submitted for the property at 212 South West End Boulevard. The applicant is requesting that the property be rezoned from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District).

The immediately surrounding properties are zoned R-3 (High Density Single-Family Residential District) to the north, east, and south, and R-2 (Single-Family Urban Residential District) to the west. This area is characterized by residential uses intermingled with some commercial uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Local Commercial.

The attached ordinance rezones the property to R-3. The City Council's public hearing on the rezoning request was held on May 5, 2025.

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. At the time that the Cape Vision 2040 Comprehensive Plan was adopted in 2020, the adjacent property to the north and east was zoned C-1. The Future Land Use Map showed both the subject property and the adjacent property as Local Commercial because they were both zoned for commercial uses. The adjacent property was rezoned to R-3 in 2022. As a result, the subject property is the only property on the block that is not zoned R-3. The subject property contains a single-family dwelling, which is currently a nonconforming use. The owner is requesting the rezoning in order to change it to a permitted use. Given the context of the

surrounding properties, the proposed R-3 district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing at its April 9, 2025 meeting and recommended approval of the rezoning request by a vote of 8 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on April 12, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 212 SOUTH WEST END BOULEVARD, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM C-1 TO R-3

WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from C-1, General Commercial District, to R-3, High Density Single-Family Residential District; and

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, May 5, 2025; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri has elected to rezone the property described in Article 1 of this ordinance from C-1, General Commercial District, to R-3, High Density Single-Family Residential District.

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

ARTICLE 1. Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended to change the zoning from the present C-1, General Commercial District, to R-3, High Density Single-Family Residential District, for the following described property:

212 South West End Boulevard

The West Sixty-eight (68) feet of Lot Six (6) in Block Twenty-one (21) of West End Place Second Addition in the City of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 2 at Page 13.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 of this ordinance is at the present time particularly suitable for the purposes and uses of the R-3, High Density Single-Family Residential District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

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:

Gayle L. Conrad, City Clerk



CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action on Rezoning/Special Use Permit Application

FILE NO. 1480

LOCATION: 212 South West End Boulevard

STAFF REVIEW & COMMENTS:

Majeed Investment Group, LLC is requesting to rezone the above listed property from C-1 (General Commercial) to R-3 (High Density Single-family Residential). SEE STAFF REPORT FOR FURTHER INFORMATION

B. 851
City Planner

3/31/25
Date

[Signature]
City Attorney

4/1/25
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

[Signature]
City Manager

4/2/25
Date

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ Public Hearing Date: _____

RECOMMENDED ACTION:

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily McElreath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 8 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Chris Martin
Planning & Zoning Commission Secretary

City Council Action

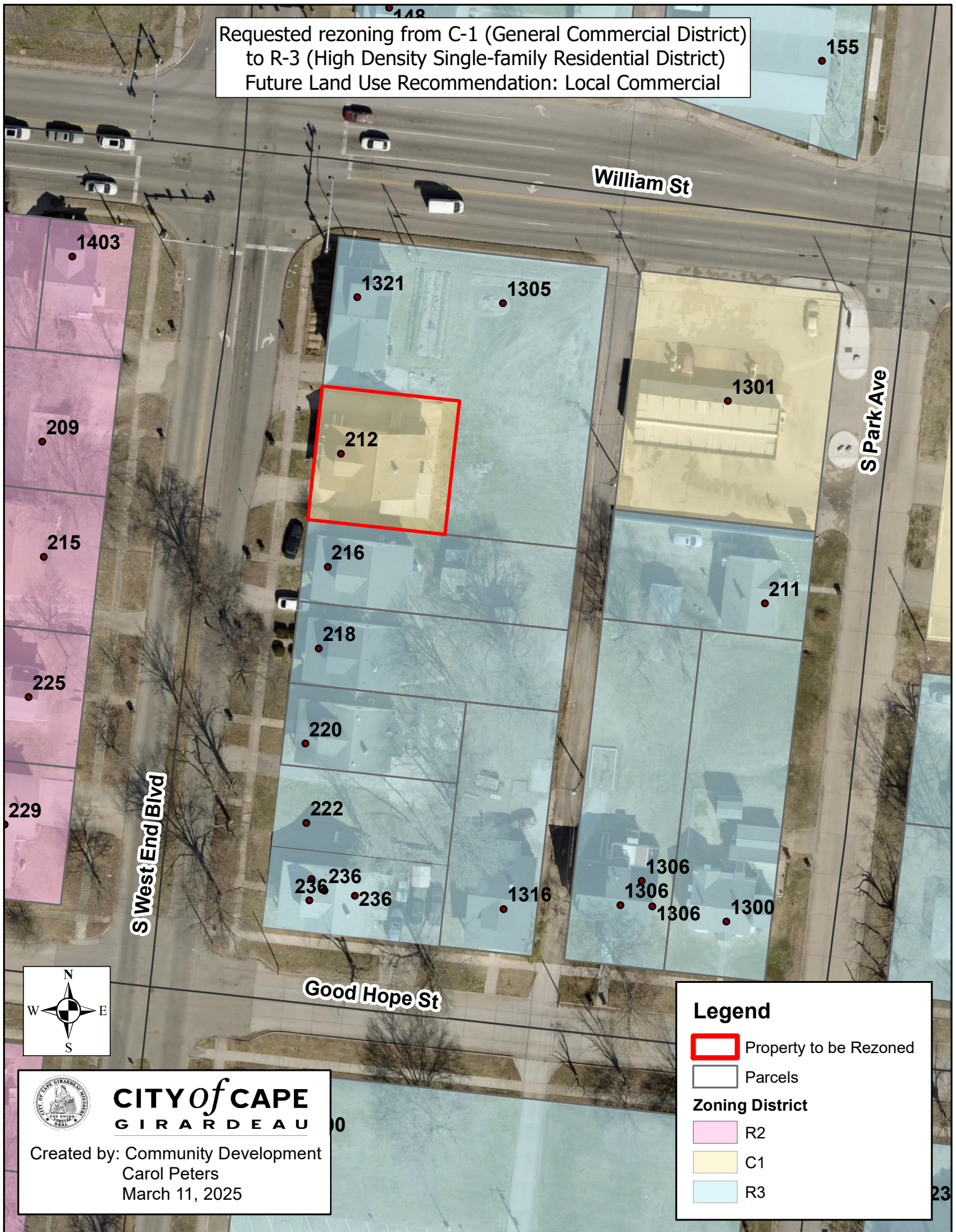
Posting Dates: Sign _____ Newspaper _____ Public Hearing Date: _____
Ordinance 1st Reading _____ Ordinance 2nd & 3rd Reading: _____

VOTE COUNT: _____ Favor _____ Oppose _____ Abstain

ORDINANCE # _____ **Effective Date:** _____

Rezoning Request - 212 South West End Boulevard

Requested rezoning from C-1 (General Commercial District)
to R-3 (High Density Single-family Residential District)
Future Land Use Recommendation: Local Commercial



CITY of CAPE
GIRARDEAU, MO

Created by: Community Development
Carol Peters
March 11, 2025

Legend

Property to be Rezoned

Parcels

Zoning District

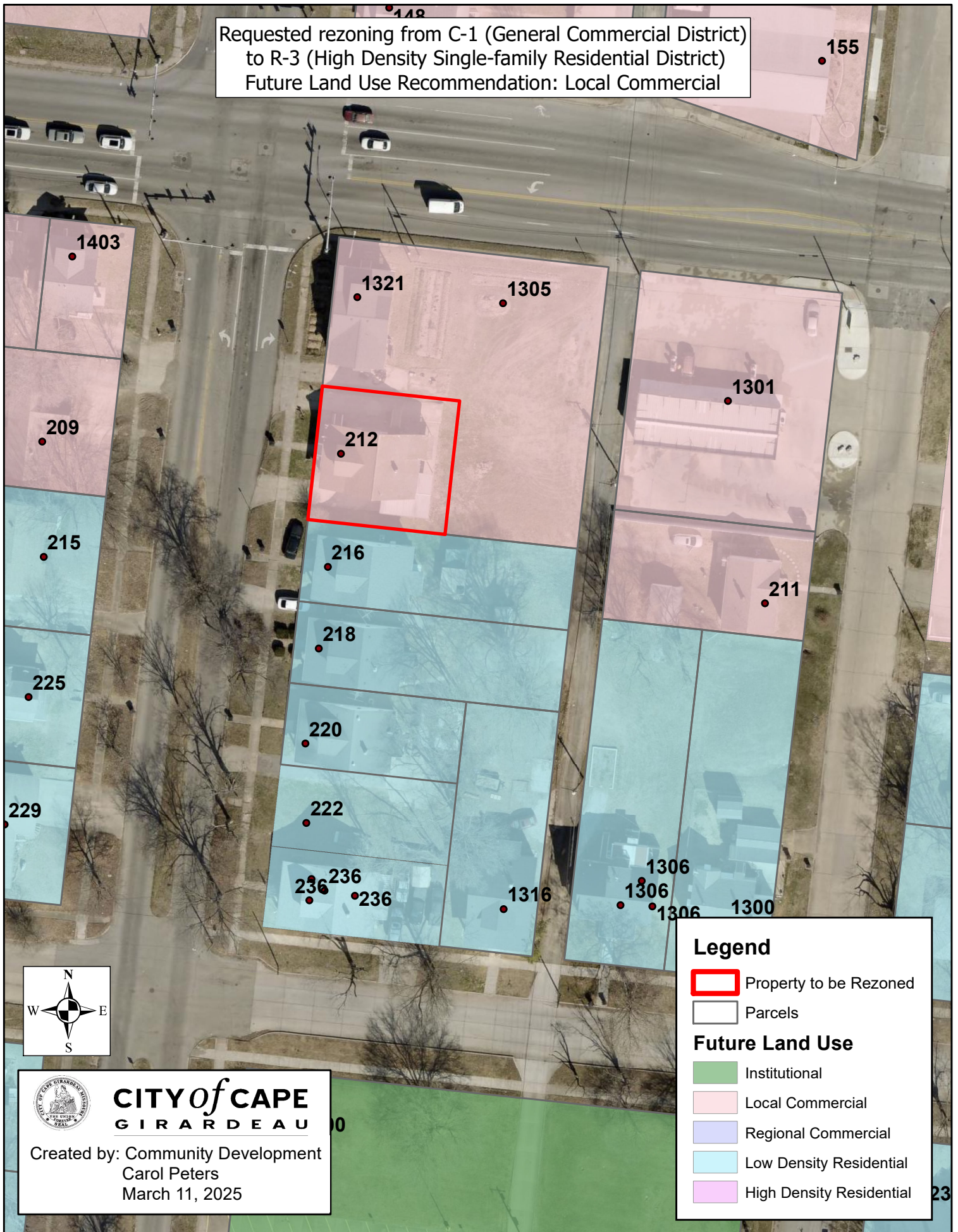
R2

C1

R3

Rezoning Request - 212 South West End Boulevard

Requested rezoning from C-1 (General Commercial District)
to R-3 (High Density Single-family Residential District)
Future Land Use Recommendation: Local Commercial



CITY of CAPE
GIRARDEAU

Created by: Community Development
Carol Peters
March 11, 2025



REZONING / SPECIAL USE PERMIT APPLICATION
CITY of CAPE GIRARDEAU

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

Property Address/Location

212 S. West End Blvd

Applicant Majeed Investment Group LLC		Property Owner of Record <input checked="" type="checkbox"/> Same as Applicant	
Mailing Address 3305 Kage Rd. Cape Gir., MO 63701		Mailing Address City, State, Zip	
Telephone 573-450-1131	Email tonimajeed@gmail.com	Telephone	Email
Contact Person Steve Majeed		(Attach additional owners information, if necessary)	
Type of Request <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		Proposed Special Use (Special Use Permit requests only)	
Existing Zoning District Choose a Zoning District C-1		Proposed Zoning District (Rezoning requests only) Choose a Zoning District R-3	
Legal description of property to be rezoned and/or upon which the special use is to be conducted			

Describe the proposed use of the property.

Application continues on next page

OFFICE USE ONLY

Date Received & By 3/10/25 RS File # 1480 MUNIS Application # 16294 MUNIS Permit # _____
Application Fee Received \$ _____ ☐ Check # _____ ☐ Credit Card ☐ Cash
Planning & Zoning Commission Recommendation _____ Date _____ City Council Final Action _____ Date _____

Special Use Criteria (Special Use Permit requests only)

Explain how the special use permit request meets the criteria below. Attach additional sheets, if necessary.

- 1) The proposed special use will not substantially increase traffic hazards or congestion.
- 2) The proposed special use will not substantially increase fire hazards.
- 3) The proposed special use will not adversely affect the character of the neighborhood.
- 4) The proposed special use will not adversely affect the general welfare of the community.
- 5) The proposed special use will not overtax public utilities.

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more
information.

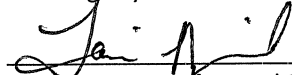
In addition to this completed application form, the following items must be submitted:

- ☒ Base Application fee - \$148.00 payable to City of Cape Girardeau
 - ☐ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
 - ☐ List of adjacent property owners (*see Instructions for requirements*)
 - ☒ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
 - ☐ One (1) full size copy of a plat or survey of the property, if available
 - ☐ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc. (Planned Development rezonings and Special Use Permits only)
 - ☐ One (1) set of Planned Development documents (Planned Development rezonings only)
-

CERTIFICATIONS

The undersigned hereby certifies that:

- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted; and
- 3) They acknowledge that they are responsible for ensuring that all required licenses and permits are obtained prior to commencing any use or work on the property.

 Toni Majeed

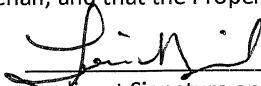
Property Owner of Record Signature and Printed Name

Date

3-10-25

(Provide additional owners signatures and printed names in the space below, if applicable)

The undersigned hereby certifies that they are an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf, and that the Property Owner(s) of Record hereby agree to the above certifications.

 Toni Majeed

Applicant Signature and Printed Name

Date

3-10-25

Sec. 30-66. - C-1, General Commercial District.

(a) *Purpose.* The C-1 district is primarily intended for areas of the city located along minor thoroughfares and adjacent to residential districts. Appropriate uses for this district include commercial developments not requiring long-term outdoor display of merchandise, as well as certain governmental, institutional, and community service facilities. Other uses having the potential to significantly affect adjacent residential districts may be allowed with approval of a special use permit.

(b) *Permitted principal uses.*

- (1) Art galleries or museums.
- (2) Banks or other financial institutions.
- (3) Bed and breakfasts.
- (4) Commercial day cares.
- (5) Commercial recreation facilities, excluding driving ranges or outdoor shooting or racing.
- (6) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.
- (7) Funeral homes or mortuaries.
- (8) Governmental facilities.
- (9) Health or fitness centers.
- (10) Institutions of higher education, including business, career or technology schools.
- (11) Instructional schools for art, dance, music, martial arts or other disciplines.
- (12) Libraries.
- (13) Microbreweries.
- (14) Middle schools, secondary schools, or development centers for people with physical, mental or developmental disabilities.
- (15) Nurseries or greenhouses.
- (16) Nursing homes.
- (17) Offices.
- (18) Parks or playgrounds.
- (19) Personal service establishments.
- (20) Pet grooming facilities, excluding kennels.
- (21) Police or fire stations.
- (22) Residential treatment facilities.
- (23) Restaurants or bars.
- (24) Retail or rental establishments, excluding the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.
- (25) Television or radio studios, including any transmitting facilities.
- (26) Transit terminals.
- (27) Veterinary clinics or animal hospitals, excluding livestock.
- (28) Wineries.

(c) *Permitted accessory uses.*

- (1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-106.
- (2) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (3) Solar energy systems, as permitted in section 30-113.

(d) *Special uses.*

- (1) Banquet facilities.
- (2) Hotels or motels.
- (3) Kennels.
- (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (5) Meeting halls.
- (6) Mini warehouses or self-storage units.
- (7) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.
- (8) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.
- (9) Telecommunication towers, as permitted in section 30-107.
- (10) The allowance of additional height up to a total of 60 feet, not to exceed a total of five stories.
- (11) Transitional housing.
- (12) Uses involving the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.
- (13) Vehicle fueling, service or repair facilities, excluding body or paint shops.
- (14) Vehicle washing facilities, including automatic or hand wash.
- (15) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

- (1) All storage of merchandise, materials, products or equipment shall be within a fully enclosed building or in an open yard so screened that the items being stored are not visible from the street or any adjacent property.
- (2) Outdoor display of merchandise is prohibited, except as follows: Merchandise may be displayed outdoors as part of a temporary use, as permitted in section 30-109. Nursery stock, accessory landscaping decorations, and seasonal and holiday decorations may also be displayed outdoors during the appropriate season. Such displays are permitted in accordance with the following provisions:
 - a. Displays shall not be located in a right-of-way.
 - b. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the city Code. Displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.
 - c. Displays shall not impede vehicular or pedestrian access.
 - d. Displays shall not alter the structure of any building.
 - e. Displays shall not create a health or safety hazard.
 - f. Displays shall be well kept and orderly.
 - g. Signs may be displayed as permitted elsewhere in the city Code.
 - h. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.

Outdoor service areas and equipment such as loading docks, mechanical equipment, storage areas or waste containers shall be located in the rear or side yard and screened as required elsewhere in the city Code.

(f) *Height, area, width, setback and open space requirements.*

- (1) Maximum height: 40 feet, not to exceed three stories.
- (2) Minimum lot area: None.
- (3) Minimum lot width: None.
- (4) Minimum setbacks:
 - a. Front yard: 25 feet.
 - b. Rear yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
 - c. Side yard: None, except 20 feet when adjacent to a residential use or district, or ten feet when adjacent to an agricultural use or district.
- (5) Minimum open space: 15 percent of the lot area.

(Code 1990, § 30-333; Ord. No. 5211, art. 4, 7-15-2019; Ord. No. 5615, art. 3, 2-6-2023)

Sec. 30-59. - R-3, High Density Single-Family Residential District.

- (a) *Purpose.* The R-3 district is intended to accommodate single-family, two-family and townhouse residential developments at maximum densities of up to nine units per acre. This district will serve as a transition between lower density and higher density residential districts. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the residential character of this district.
- (b) *Permitted principal uses.*
 - (1) Single-family detached dwellings, with only one dwelling per lot.
 - (2) Duplexes, two-family dwelling units.
 - (3) Townhouses.
 - (4) Cluster subdivisions, as permitted in chapter 25.
 - (5) Public parks, playgrounds, and recreational facilities.
 - (6) Police and fire stations.
 - (7) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five acres of land.
 - (8) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
 - (9) Home for eight or fewer unrelated mentally or physically handicapped persons, including no more than two additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:
 - a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and
 - b. Such home shall not be located closer than 370 feet to any other such home.
 - (10) A private residence licensed by the state division of family services or state department of mental health to provide foster care to one or more, but less than seven, children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met, and an occupancy permit issued therefor.
- (c) *Permitted accessory uses.*
 - (1) Private garages, carports and accessory structures, as permitted in section 30-106.
 - (2) Home occupations, as permitted in section 30-108.
 - (3) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in section 30-111.
 - (4) In home elderly care, with a maximum of three persons as permitted in section 30-114.
 - (5) Solar energy systems, as permitted in section 30-113.
 - (6) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
 - (1) Home day cares, with five or more unrelated children, as permitted in section 30-111.
 - (2) Bed and breakfasts.
 - (3) Cemeteries, on a minimum of ten acres of land.
 - (4) Transitional housing.

- (5) Wind energy conversion systems, as permitted in section 30-113.
- (6) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (7) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(e) *Height, area, bulk and setback requirements.*

- (1) Maximum height:
 - a. When side yards are less than 15 feet in width, 2½ stories not to exceed 35 feet.
 - b. When side yards are 15 feet in width or greater, three stories, not to exceed 45 feet.
- (2) Minimum lot area:
 - a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.
 - b. Duplexes: 3,750 square feet per unit.
 - c. Single-family: 5,000 square feet.
- (3) Maximum density: Nine units per one acre. Higher densities may be approved with a cluster subdivision as permitted in chapter 25.
- (4) Minimum lot width:
 - a. Townhouses and duplexes: 20 feet.
 - b. All other uses: 30 feet.
- (5) Minimum yard requirements:
 - a. Front yard:
 - 1. Each townhouse: Ten feet.
 - 2. All other uses: 20 feet.
 - b. Rear yard:
 - 1. Each townhouse: 20 feet.
 - 2. All other uses: 20 feet.
 - c. Side yard:
 - 1. Townhouses and duplexes: None.
 - 2. All other uses: Three feet.

(f) *Open space, landscaping and bufferyard requirements.* For any nonresidential uses:

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and buffer yards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, or R-2 zoning districts. This bufferyard shall comply with the requirements of chapter 25.

(g) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-46. No parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of 24,000 pounds, except as provided in sections 26-147 and 26-298.

Staff: Ryan Shrimplin, AICP - City Planner

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 3100 and 3130 Ragan Street, in the City and County of Cape Girardeau, Missouri, from R-4 to R-3.

EXECUTIVE SUMMARY

The attached ordinance rezones the property at 3100 and 3130 Ragan Street from R-4 (Medium Density Multifamily Residential District) to R-3 (High Density Single-Family Residential District). The City Council's public hearing on the rezoning request was held on May 5, 2025.

BACKGROUND/DISCUSSION

A rezoning application has been submitted for the property at 3100 and 3130 Ragan Street. The applicant is requesting that the property be rezoned from R-4 (Medium Density Multifamily Residential District) to R-3 (High Density Single-Family Residential District).

The immediately surrounding properties are zoned C-2 (Highway Commercial District) to the north, R-4 (Medium Density Multifamily Residential District) to the east and south, and R-1 (Single-Family Suburban Residential District) to the west. This area is characterized by commercial and residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as High Density Residential.

The attached ordinance rezones the property to R-3. The City Council's public hearing on the rezoning request was held on May 5, 2025.

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

In considering a rezoning request, the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property is part of a larger parcel that will be subdivided into two lots. One of the lots will match the boundary of the property to be rezoned. The owner has plans to develop this lot for duplexes as part of a Missouri Housing Development Commission (MHDC) tax credit project for workforce housing. The current R-4 zoning does not allow new subdivisions for duplexes. Rezoning the property to R-3 would allow the subdivision and the subsequent development for duplexes to proceed. The Zoning Code states that the R-3 district "will

serve as a transition between lower density and higher density residential districts.” The adjacent properties to the west are single-family residential lots that are zoned R-1 and the adjacent property to the east contains apartment buildings, which is zoned R-4. Thus, rezoning the subject property to R-3 would create a transition between lower density and higher density districts as prescribed in the Zoning Code. For these reasons, the proposed R-3 district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing at its April 9, 2025 meeting and recommended approval of the rezoning request by a vote of 6 in favor, 0 in opposition, and 2 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on April 12, 2025. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 3100 AND 3130 RAGAN STREET, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM R-4 to R-3

WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from R-4, Medium Density Multifamily Residential District, to R-3, High Density Single-Family Residential District; and

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, May 5, 2025; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri has elected to rezone the property described in Article 1 of this ordinance from R-4, Medium Density Multifamily Residential District, to R-3, High Density Single-Family Residential District.

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

ARTICLE 1. Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, is hereby amended to change the zoning from the present R-4, Medium Density Multifamily Residential District, to R-3, High Density Single-Family Residential District, for the following described property:

3100 and 3130 Ragan Street

A TRACT OF LAND LOCATED IN PART OF LOT 2, STAR VUE SUBDIVISION, RECORDED IN DOCUMENT NO. 2020-12368 AND BEING A PART OF WARRANTY DEED RECORDED IN DOCUMENT NO. 2014-06465 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, AND ALL BEING IN THE NORTHWEST QUARTER OF FRACTIONAL SECTION 26, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING A CORNER OF LOT 1 OF SAID STAR VUE

SUBDIVISION AND WITH THE EAST LINE OF SAID LOT 2, S 0°42'00"E, 463.12 FEET; THENCE LEAVING SAID EAST LINE S 89°18'00"W, 588.12 FEET TO THE WEST LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST LINE OF LOT 9, SILVERTHORNE SUBDIVISION RECORDED IN PLAT BOOK 21, PAGE 46; THENCE WITH SAID WEST LINE OF SAID LOT 2 AND WITH SAID EAST LINE OF SAID LOT 9 AND EXTENDING ALONG THE WEST LINE OF LOT 1, BLANK SUBDIVISION RECORDED IN DOCUMENT NO. 2015-01634 AND LOT 6 OF SAID SILVERTHORNE SUBDIVISION, N 0°27'30"W, 764.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE LEAVING SAID EAST AND WEST LINE AND WITH THE NORTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTH LINE OF A TRACT OF LAND DESCRIBED BY QUIT-CLAIM DEED RECORDED IN BOOK 533, PAGE 428 THE FOLLOWING COURSES AND DISTANCES, S 70°43'45"E, 56.44 FEET; THENCE S 39°44'35"E, 142.34 FEET; THENCE S 56°27'20"E, 187.86 FEET; THENCE S 67°49'15"E, 134.66 FEET; THENCE S 76°41'50"E, 87.75 FEET; THENCE N 83°18'05"E, 78.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.60 ACRES.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 of this ordinance is at the present time particularly suitable for the purposes and uses of the R-3, High Density Single-Family Residential District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

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:

Gayle L. Conrad, City Clerk



CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action on Rezoning/Special Use Permit Application

FILE NO. 1479

LOCATION: 3100/3130 Ragan Street

STAFF REVIEW & COMMENTS:

HRM Services is requesting to rezone the above listed property from R-4 (Medium Density Multi-family Residential) to R-3 (High Density Single-family Residential). SEE STAFF REPORT FOR FURTHER INFORMATION

B. 8/1
City Planner

3/31/25
Date

LYP
City Attorney

4/1/25
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

[Signature]
City Manager

4/2/25
Date

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ Public Hearing Date: _____

RECOMMENDED ACTION:

	Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Blank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Robbie Guard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Gerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nick Martin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily McElreath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 6 Favor 0 Oppose 2 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Chris Martin
Planning & Zoning Commission Secretary

City Council Action

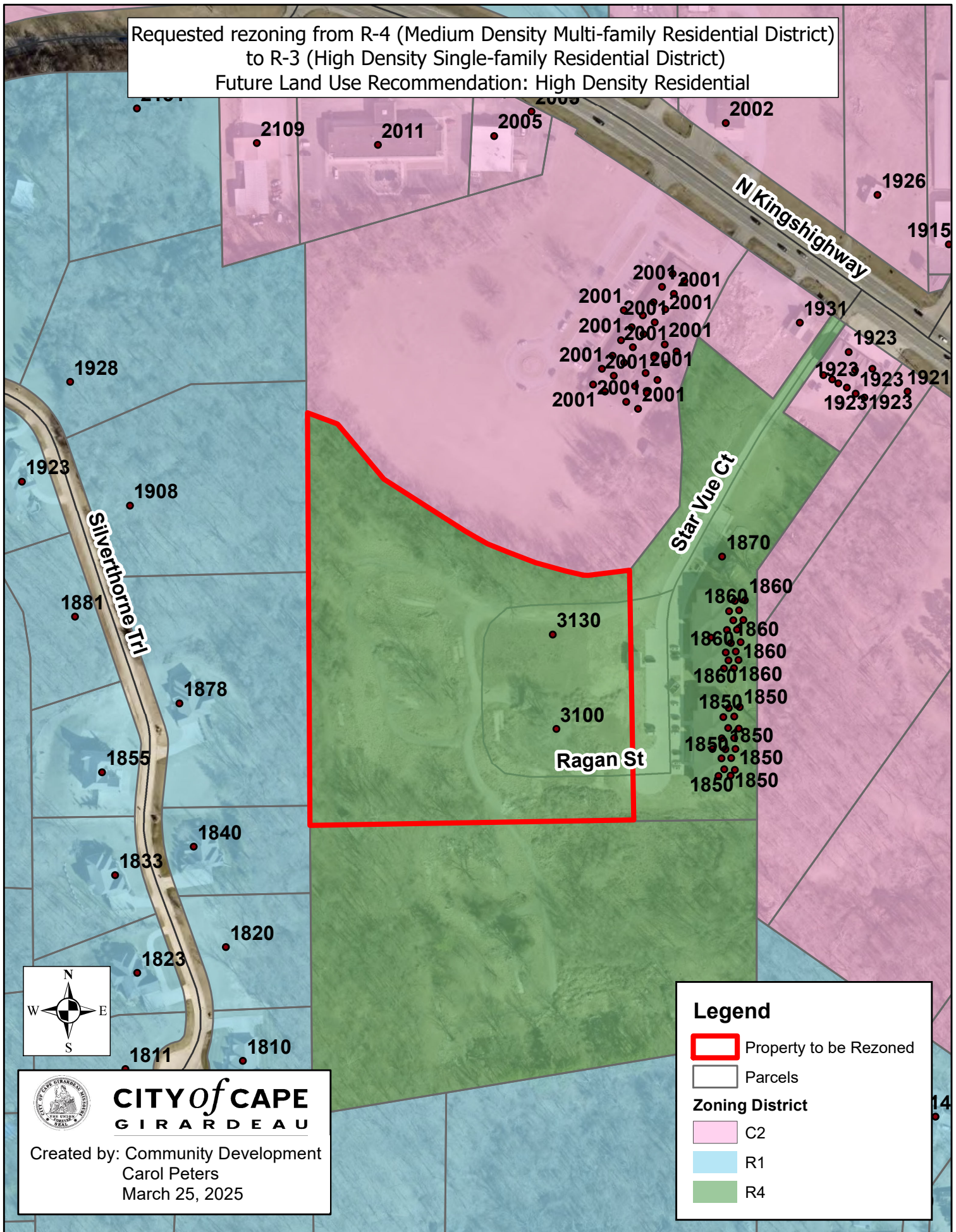
Posting Dates: Sign 4-11-25 Newspaper 4-12-25 Public Hearing Date: 5-7-25
Ordinance 1st Reading 5-7-25 Ordinance 2nd & 3rd Reading: _____

VOTE COUNT: _____ Favor _____ Oppose _____ Abstain

ORDINANCE # _____ Effective Date: _____

Rezoning Request - 3100 & 3130 Ragan Street

Requested rezoning from R-4 (Medium Density Multi-family Residential District)
to R-3 (High Density Single-family Residential District)
Future Land Use Recommendation: High Density Residential

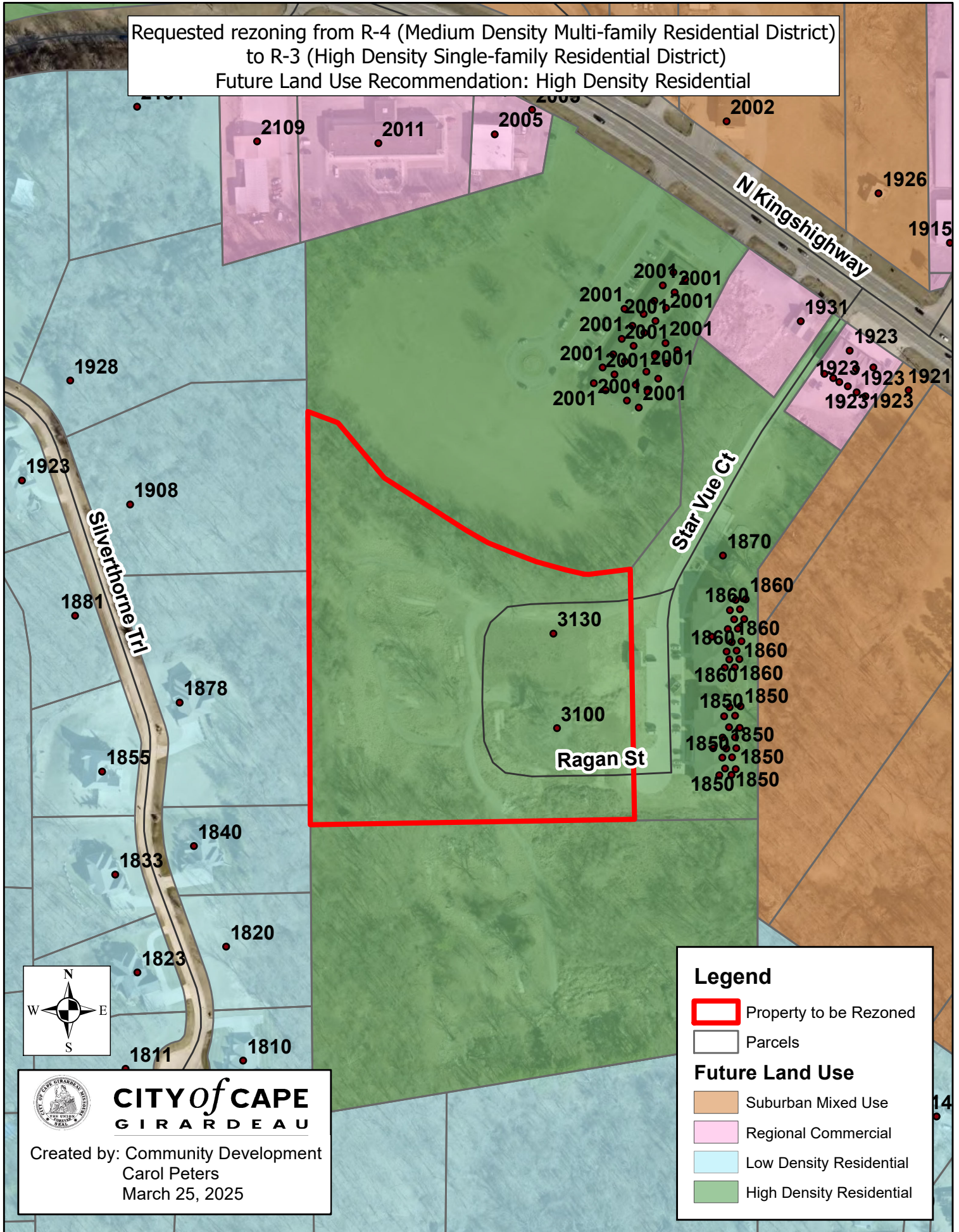


CITY of CAPE
GIRARDEAU

Created by: Community Development
Carol Peters
March 25, 2025

Rezoning Request - 3100 & 3130 Ragan Street

Requested rezoning from R-4 (Medium Density Multi-family Residential District)
to R-3 (High Density Single-family Residential District)
Future Land Use Recommendation: High Density Residential



CITY of CAPE
GIRARDEAU

Created by: Community Development
Carol Peters
March 25, 2025



REZONING / SPECIAL USE PERMIT APPLICATION

CITY of CAPE GIRARDEAU

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

Property Address/Location

1870 STAR VUE CT

Applicant HRM SERVICES		Property Owner of Record STAR VUE RENTALS LLC		<input type="checkbox"/> Same as Applicant
Mailing Address 310 Elm Street		City, State, Zip Washington, MO 63090		
Mailing Address 2967 E OUTER RD		City, State, Zip SCOTT CITY, MO, 63780		
Telephone 636-527-2003	Email dgiffin@hrmservices.org	Telephone	Email ssinc2@yahoo.com	
Contact Person Deb Giffin		(Attach additional owners information, if necessary)		
Type of Request <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		Proposed Special Use (Special Use Permit requests only)		
Existing Zoning District R-4, Medium Density Multi-Family Residential District		Proposed Zoning District (Rezoning requests only) R-3, High Density Single-Family Residential District		

Legal description of property to be rezoned and/or upon which the special use is to be conducted

See attached.

Describe the proposed use of the property.

Property is currently zoned R-4 for Multi-family. We are requesting to down zone it to R-3 to install 22 duplexes. Duplexes are not allowed in R-4 triggering the request.

Application continues on next page

OFFICE USE ONLY

Date Received & By _____ File # _____ MUNIS Application # _____ MUNIS Permit # _____

Application Fee Received \$ _____ ☐ Check # _____ ☐ Credit Card ☐ Cash

Planning & Zoning Commission Recommendation _____ Date _____ City Council Final Action _____ Date _____

Special Use Criteria (Special Use Permit requests only)

Explain how the special use permit request meets the criteria below. Attach additional sheets, if necessary.

- 1) The proposed special use will not substantially increase traffic hazards or congestion.
- 2) The proposed special use will not substantially increase fire hazards.
- 3) The proposed special use will not adversely affect the character of the neighborhood.
- 4) The proposed special use will not adversely affect the general welfare of the community.
- 5) The proposed special use will not overtax public utilities.

ADDITIONAL ITEMS
REQUIRED

See Instructions for more
information.

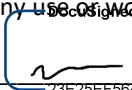
EXISTING
PLAT
INCLUDED.

- In addition to this completed application form, the following items must be submitted:
- ✓ Base Application fee - \$148.00 payable to City of Cape Girardeau
 - ___ Planned Development rezoning only - Additional \$88 payable to City of Cape Girardeau
 - ✓ List of adjacent property owners (see Instructions for requirements)
 - ✓ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners OR
\$2.85 per adjacent property owner, if stamped envelopes are not submitted
 - ✓ One (1) full size copy of a plat or survey of the property, if available
 - ___ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc. (Planned Development rezonings and Special Use Permits only)
 - ___ One (1) set of Planned Development documents (Planned Development rezonings only)

CERTIFICATIONS

The undersigned hereby certifies that:

- 1) They are the Property Owner(s) of Record for the property described in this application;
- 2) They acknowledge that the special use permit, if approved, will become null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted; and
- 3) They acknowledge that they are responsible for ensuring that all required licenses and permits are obtained prior to commencing any use or uses on the property.


23E25EF56474483
Property Owner of Record Signature and Printed Name Brad Schlosser 3/7/2025
Date
(Provide additional owners signatures and printed names in the space below, if applicable)

The undersigned hereby certifies that they are an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf, and that the Property Owner(s) of Record hereby agree to the above certifications.

Applicant Signature and Printed Name Date

CITY OF CAPE GIRARDEAU
REZONING / SPECIAL USE PERMIT APPLICATION
INSTRUCTIONS

Due to the complex nature of zoning, it is strongly recommended that an applicant discuss their request with City staff prior to submitting an application for a rezoning or a special use permit. To speak with a staff member, contact:

City of Cape Girardeau
Planning Services Division
44 North Lorimier Street
Cape Girardeau, MO 63701
(573) 339-6327
cityplanning@cityofcape.org

Applicants should also discuss their request with adjacent property owners, tenants, and other parties that may be affected should the request be approved.

A list of the adjacent property owners must be submitted as part of the application. “Adjacent property” means a property that is next to, or across a street or alley from, the property for which the rezoning or special use permit is being requested, including diagonal orientation. To obtain property owner information, contact Cape Girardeau County Mapping and Appraisal at (573) 243-3123 or visit the County’s website at www.capecounty.us. The list must contain the name, property address, mailing address, city, state, and ZIP code for each adjacent property owner, per the following examples:

Property Owner Name	Property Address	Mailing Address	City	State	Zip Code
Ex. John and Jane Doe	900 North Main Street	900 North Main Street	Cape Girardeau	MO	63701
Ex. ZZZ Development, LLC	910 North Main Street	100 Natural Bridge Avenue, Suite A	St. Louis	MO	63107

In addition to the list, a set of plain, white, business size mailing envelopes addressed to the adjacent property owners (each with a first class U.S. postage stamp) must be submitted. Do not include a return address; City staff will add the Planning Services Division’s return address to each envelope prior to mailing the public hearing notice. In lieu of submitting stamped addressed envelopes, the applicant may choose to pay an additional \$2.85 per adjacent property owner for the required envelopes.

For requests to rezone a property to PD (Planned Development District), refer to Section 30-341 of the City’s Code of Ordinances for additional submission requirements.

Rezoning and special use permit requests are reviewed by the Planning and Zoning Commission. The application deadline is four (4) weeks prior to the Planning and Zoning Commission meeting date. The Commission meets monthly on the second Wednesday. Applications must be delivered to the Planning Services Division using the above contact information.

City staff will review each application for completeness. If required information and/or items are missing, the applicant will be contacted. Incomplete applications will not be reviewed until the requested information and/or items are provided.

Once an application has been deemed complete, it will be placed on the next Planning and Zoning Commission agenda. A notice of the public hearing will be sent to the applicant and the adjacent property owners. In addition, a sign containing information about the public hearing will be posted on the property.

The Planning and Zoning Commission will hold a public hearing on the request. The applicant, property owner(s) of record, or their representative must appear at the hearing and present the request to the Commission. If no one appears, then the Commission may table (postpone) the request.

If the Planning and Zoning Commission recommends approval of the request, then a public hearing before the City Council will be scheduled. A notice of the public hearing will be advertised in the newspaper. An ordinance approving the request will be prepared for consideration by the Council (if a request involves both a rezoning and a special use permit, then two separate ordinances are prepared).

If the Planning and Zoning Commission recommends denial of the request, then the application will be forwarded to the City Council at its next meeting. The Council may deny the request and file the application, or set a public hearing on the request. If the

application is filed, then a letter will be sent to the applicant notifying them of the filing and their right to ask for a public hearing within ten (10) days. If the applicant fails to ask for a public hearing within the ten (10) day period, the request will be denied. Rezoning and special use permit requests are approved by ordinance and must receive approval of the first reading at one meeting and approval of the second and third readings at the next meeting. A mandatory ten (10) day waiting period applies to all ordinances approved by the City Council. After the waiting period has passed, the ordinance will take effect. For special use permit requests, a special use permit will be executed by the City Manager, after which City staff will submit it to the Cape Girardeau County Recorder of Deeds Office for recording. Staff will deliver a copy of the recorded special use permit to the applicant. A special use permit becomes null and void if the use for which the permit was granted does not commence within twelve (12) months of the approval date, unless an extension has been granted.

For questions, please contact the Planning Services Division at (573) 339-6327 or cityplanning@cityofcape.org.

Sec. 30-60. - R-4, Medium Density Multifamily Residential District.

(a) *Purpose.* The R-4 district provides for multifamily dwellings and other residential uses with a maximum density of 18 units per one acre. Single-family detached and two-family (duplex) dwellings are permitted in order to accommodate existing R-4 zoned lots that either contain such uses or are not large enough to be developed for multifamily dwellings. It is not intended for new single-family detached or two-family subdivisions, which are prohibited.

(b) *Permitted principal uses.*

- (1) Single-family detached dwellings, with only one dwelling per lot, and excluding new single-family detached subdivisions.
- (2) Two-family (duplex) dwellings, excluding new two-family subdivisions.
- (3) Multifamily dwellings.
- (4) Townhouses.
- (5) Cluster subdivisions, as permitted elsewhere in the city Code.
- (6) Nursing homes, senior citizen housing and retirement homes.
- (7) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and/or outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
- (8) Public parks, playgrounds, and recreational facilities.
- (9) Police and fire stations.
- (10) Elementary, middle and secondary schools, and development centers for elementary, middle and secondary school age children with physical, mental or developmental disabilities.
- (11) Commercial day cares.

(c) *Permitted accessory uses.*

- (1) Private garages, carports and accessory structures, as permitted in [section 30-106](#).
- (2) Home occupations, as permitted in [section 30-108](#).
- (3) Solar energy systems, as permitted in [section 30-113](#).
- (4) Short-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).

(d) *Special uses.*

- (1) Bed and breakfasts.
- (2) Boutique hotels. The term "boutique hotel" shall mean an establishment containing a minimum of five and a maximum of 20 rooming units, which is used or advertised as a place where lodging accommodations are supplied for pay to guests for lodging occupancy with rooms having access to the outside through an interior hallway connected to the main lobby of the building, and which may provide additional services such as restaurants, meeting rooms, entertainment and recreational facilities.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Long-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).
- (5) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (6) Residential treatment facilities.
- (7) Transitional housing.
- (8) Wind energy conversion systems, as permitted in [section 30-113](#).

(e) *Height, area, bulk and setback regulations.*

(1) Maximum height: Five stories not to exceed 60 feet.

(2) Minimum lot area:

a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.

b. All other uses: 3,750 square feet.

(3) Maximum density: 18 units per one acre. Higher densities may be approved with a cluster subdivision, as permitted elsewhere in the city Code.

(4) Minimum lot width:

a. Each townhouse: 20 feet.

b. All other uses: None.

(5) Minimum yard requirements:

a. Front yard:

1. Each townhouse: Ten feet.

2. All other uses: 25 feet.

b. Rear yard:

1. Each townhouse: 20 feet.

2. All other uses: 25 feet.

c. Side yard:

1. Each townhouse: None.

2. All other uses: Five feet.

(6) Maximum building coverage, including accessory buildings: 50 percent of the lot for all uses except townhouses.

(7) Open space requirements: For any multifamily residential uses or nonresidential uses, a minimum of 20 percent of the total lot area shall be devoted to open space, including required yards and bufferyards.

(f) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-46. There shall be no parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of 24,000 pounds, except as provided in sections 26-147 and 26-298.

(Code 1990, § 30-325; Ord. No. 5012, art. 4, 10-2-2017; Ord. No. 5550, art. 1, 6-20-2022; Ord. No. 5635, art. 1, 4-17-2023)

Sec. 30-59. - R-3, High Density Single-Family Residential District.

- (a) *Purpose.* The R-3 district is intended to accommodate single-family, two-family and townhouse residential developments at maximum densities of up to nine units per acre. This district will serve as a transition between lower density and higher density residential districts. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the residential character of this district.
- (b) *Permitted principal uses.*
- (1) Single-family detached dwellings, with only one dwelling per lot.
 - (2) Duplexes, two-family dwelling units.
 - (3) Townhouses.
 - (4) Cluster subdivisions, as permitted in chapter 25.
 - (5) Public parks, playgrounds, and recreational facilities.
 - (6) Police and fire stations.
 - (7) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five acres of land.
 - (8) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
 - (9) Home for eight or fewer unrelated mentally or physically handicapped persons, including no more than two additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:
 - a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and
 - b. Such home shall not be located closer than 370 feet to any other such home.
 - (10) A private residence licensed by the state division of family services or state department of mental health to provide foster care to one or more, but less than seven, children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met, and an occupancy permit issued therefor.
- (c) *Permitted accessory uses.*
- (1) Private garages, carports and accessory structures, as permitted in section 30-106.
 - (2) Home occupations, as permitted in section 30-108.
 - (3) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in section 30-111.
 - (4) In home elderly care, with a maximum of three persons as permitted in section 30-114.
 - (5) Solar energy systems, as permitted in section 30-113.
 - (6) Short-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (d) *Special uses.*
- (1) Home day cares, with five or more unrelated children, as permitted in section 30-111.
 - (2) Bed and breakfasts.
 - (3) Cemeteries, on a minimum of ten acres of land.
 - (4) Transitional housing.

- (5) Wind energy conversion systems, as permitted in section 30-113.
- (6) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.
- (7) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(e) *Height, area, bulk and setback requirements.*

- (1) Maximum height:
 - a. When side yards are less than 15 feet in width, 2½ stories not to exceed 35 feet.
 - b. When side yards are 15 feet in width or greater, three stories, not to exceed 45 feet.
- (2) Minimum lot area:
 - a. Each townhouse must be on a separate platted lot consisting of at least 1,400 square feet.
 - b. Duplexes: 3,750 square feet per unit.
 - c. Single-family: 5,000 square feet.
- (3) Maximum density: Nine units per one acre. Higher densities may be approved with a cluster subdivision as permitted in chapter 25.
- (4) Minimum lot width:
 - a. Townhouses and duplexes: 20 feet.
 - b. All other uses: 30 feet.
- (5) Minimum yard requirements:
 - a. Front yard:
 - 1. Each townhouse: Ten feet.
 - 2. All other uses: 20 feet.
 - b. Rear yard:
 - 1. Each townhouse: 20 feet.
 - 2. All other uses: 20 feet.
 - c. Side yard:
 - 1. Townhouses and duplexes: None.
 - 2. All other uses: Three feet.

(f) *Open space, landscaping and bufferyard requirements.* For any nonresidential uses:

- (1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and buffer yards.
- (2) Landscaping shall be provided as required in chapter 25.
- (3) A 20-foot-wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, or R-2 zoning districts. This bufferyard shall comply with the requirements of chapter 25.

(g) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-46. No parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of 24,000 pounds, except as provided in sections 26-147 and 26-298.

Staff:

Alex McElroy, MPA - SEMPO
Executive Director & City Grant
Coordinator

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance authorizing the City Manager to execute a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission for Southeast Metropolitan Planning Organization expenses, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance authorizes the execution of a grant agreement on behalf of the Southeast Metropolitan Planning Organization.

BACKGROUND/DISCUSSION

The Southeast Metropolitan Planning Organization (SEMPO) is a federally mandated and funded policy-making organization that oversees transportation planning for the Cape Girardeau-Jackson urbanized area. As authorized in the Memorandum of Understanding, the City of Cape Girardeau provides administrative services and staff support for SEMPO. Each fiscal year, SEMPO receives grant funds from the Federal Highway Administration and the Federal Transit Administration to cover eligible expenses. The grant is administered by the Missouri Highway and Transportation Commission. As the administrative body for SEMPO, the City of Cape Girardeau receives the funds and therefore is required to execute a Transportation Planning Consolidated Grant Agreement. The agreement for FY 2026 is attached. The agreement period is from July 1, 2025 to June 30, 2026.

FINANCIAL IMPACT

The agreement authorizes the City of Cape Girardeau to receive funds up to \$339,135 for reimbursement of eligible expenses incurred by SEMPO during the agreement period. A 20% local match is required. Per the Memorandum of Understanding, the local match is to be divided among the voting member organizations, with the City of Cape Girardeau paying 28.6%; City of Jackson paying 28.6%; Transit Agencies (Cape Girardeau County Transit Authority and Southeast Missouri State University) paying equal portions of 14.3%; Cape Girardeau County and Special Road District paying equal portions of 14.3%; and the Southeast Missouri Regional Planning Commission paying 14.2%. Additionally, the Missouri Highway Transportation Commission will pay One Hundred percent (100%), up to a maximum amount of \$43,258, for eligible activities under the set-aside program for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

Execution of the agreement is necessary for SEMPO to fulfill its duties as the metropolitan planning organization for the Cape Girardeau-Jackson urbanized area, as mandated by federal law.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

A Public Hearing was held by the SEMPO Board of Directors on April 16, 2025 in consideration of the FY 2026 Unified Planning Work Program (UPWP), which details the planning projects to be conducted and funded through the Consolidated Planning Grant for the upcoming fiscal year. The SEMPO Board of Directors unanimously voted to approve the FY 2026 UPWP.

BILL NO. 25-58

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
EXECUTE A TRANSPORTATION PLANNING
CONSOLIDATED GRANT AGREEMENT WITH THE
MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION, 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 Manager is hereby authorized and directed to execute, on behalf of the City, a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission for Southeast Metropolitan Planning Organization expenses, and is hereby authorized to execute all necessary grant documents. Said 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 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

ATTEST:

Gayle L. Conrad, City Clerk



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 10/24 (RSV)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT**

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above-named funds to accomplish metropolitan transportation planning in the Cape Girardeau urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Cape Girardeau urbanized area and to receive and expend the above-named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above-named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (USDOT), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds

under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Cape Girardeau urbanized area under the above acts and any amendments thereto.

(2) WORK PROGRAM AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget in Appendix A attached and made part of this agreement.

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

"The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use

the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin July 1, 2025 and extend to June 30, 2026. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of \$339,135 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

1. The Commission will pay for One Hundred percent (100%)

of the total project cost, up to a maximum amount of \$43,258 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures

established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.
2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long-distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was overcompensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Cape Girardeau. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives one million dollars (\$1,000,000.00) or more in a year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal*

Awards." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 calendar days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than one million dollars (\$1,000,000.00), the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and 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 Grantee's wrongful or negligent performance of its obligations under this Agreement.

(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.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform

any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the

administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or
2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or

procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq.* The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq.*).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq.* The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction* as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of \$50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals \$10,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than \$10,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding \$250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR

Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, "Engineer" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed

according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) 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 regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

GRANTEE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Appendix A: SEMPO FY 2026 Budget

SEMPO FY 2026 BUDGET							
	Missouri CPG	FTA Section 5303	FHWA PL (2.5%)	Missouri Local Match	Illinois (Federal)	Illinois State Match	Total Cost
Staff Labor - City of Cape Girardeau							
Salaries	\$ 41,681	\$ -	\$ -	\$ 10,420	\$ 5,757	\$ 1,439	\$ 59,298
Benefits	\$ 10,971	\$ -	\$ -	\$ 2,743	\$ 1,515	\$ 379	\$ 15,608
Subtotal	\$ 52,652	\$ -	\$ -	\$ 13,163	\$ 7,273	\$ 1,818	\$ 74,906
Consultant Contract - KLG Engineering, LLC							
Program Support	\$ 12,301	\$ -	\$ -	\$ 3,075	\$ 1,699	\$ 425	\$ 17,500
Public Outreach	\$ 3,515	\$ -	\$ -	\$ 879	\$ 485	\$ 121	\$ 5,000
Education and Training	\$ 1,757	\$ -	\$ -	\$ 439	\$ 243	\$ 61	\$ 2,500
Subtotal	\$ 17,573	\$ -	\$ -	\$ 4,393	\$ 2,427	\$ 607	\$ 25,000
Consultant Contract - Southeast Missouri Regional Planning & Economic Development Commission							
Data Collection and Management	\$ 3,515	\$ -	\$ -	\$ 879	\$ 485	\$ 121	\$ 5,000
Transportation Improvement Program Management	\$ 10,544	\$ -	\$ -	\$ 2,636	\$ 1,456	\$ 364	\$ 15,000
Transportation Improvement Program Update	\$ 24,602	\$ -	\$ -	\$ 6,150	\$ 3,398	\$ 850	\$ 35,000
Subtotal	\$ 38,660	\$ -	\$ -	\$ 9,665	\$ 5,340	\$ 1,335	\$ 55,000
Consultant Contract - EcoInteractive							
TIP Tool Online Management & Support	\$ 15,422	\$ -	\$ -	\$ 3,855	\$ 2,130	\$ 533	\$ 21,940
Subtotal	\$ 15,422	\$ -	\$ -	\$ 3,855	\$ 2,130	\$ 533	\$ 21,940
Consultant Contract - TBD							
Metropolitan Transportation Plan Update	\$ 105,437	\$ -	\$ -	\$ 26,359	\$ 14,563	\$ 3,641	\$ 150,000
Subtotal	\$ 105,437	\$ -	\$ -	\$ 26,359	\$ 14,563	\$ 3,641	\$ 150,000
Transit Transportation Planning Project - TBD							
Transit System Planning	\$ 28,656	\$ 39,498	\$ 3,760	\$ 7,164	\$ 8,738	\$ 2,185	\$ 90,000
Subtotal	\$ 28,656	\$ 39,498	\$ 3,760	\$ 7,164	\$ 8,738	\$ 2,185	\$ 90,000
Consultant Contract - TBD							
Multi-Modal Freight Plan	\$ 70,291	\$ -	\$ -	\$ 17,573	\$ 9,709	\$ 2,427	\$ 100,000
Subtotal	\$ 70,291	\$ -	\$ -	\$ 17,573	\$ 9,709	\$ 2,427	\$ 100,000
Other Direct Costs							
Advertising	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Books/Publications	\$ 211	\$ -	\$ -	\$ 53	\$ 29	\$ 7	\$ 300
Copies	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Liability Insurance	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Meetings/Conferences	\$ 2,812	\$ -	\$ -	\$ 703	\$ 388	\$ 97	\$ 4,000
Office Supplies	\$ 2,109	\$ -	\$ -	\$ 527	\$ 291	\$ 73	\$ 3,000
Postage	\$ 211	\$ -	\$ -	\$ 53	\$ 29	\$ 7	\$ 300
Printing	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Training/Education	\$ 1,406	\$ -	\$ -	\$ 351	\$ 194	\$ 49	\$ 2,000
Dues and Memberships	\$ 464	\$ -	\$ -	\$ 116	\$ 64	\$ 16	\$ 660
Website Hosting	\$ 422	\$ -	\$ -	\$ 105	\$ 58	\$ 15	\$ 600
Subtotal	\$ 10,445	\$ -	\$ -	\$ 2,611	\$ 1,443	\$ 361	\$ 14,860
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 339,135	\$ 39,498	\$ 3,760	\$ 84,784	\$ 51,623	\$ 12,906	\$ 531,706

UPWP 2025 - 2026

Effective

July 1, 2025 – June 30, 2026



SEMPPO

SOUTHEAST METROPOLITAN PLANNING ORGANIZATION

"Serving the Transportation Needs of the Southeast Missouri Region"

FY 2026 Unified Planning Work Program

Cape Girardeau – Jackson Urbanized Area

Adopted
April 16, 2025



Southeast Metropolitan Planning Organization
C/O City of Cape Girardeau
44 North Lorimier Street, Cape Girardeau, Missouri 63701
Phone: (573) 339-6734 Fax: (573) 339-6303
www.southeastmpo.org

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Attachments

Metropolitan Planning Area Map
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The preparation of this document was financed in part by the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration in cooperation with the Missouri Department of Transportation and the Illinois Department of Transportation. The opinions, findings, and conclusions expressed in this document are not necessarily those of the above agencies. SEMPO operates its programs and services without regard to race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964. To request information on SEMPO's nondiscrimination obligations or if information is needed in another language, contact:

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SEMPO Executive Director
44 North Lorimier Street
Cape Girardeau, MO 63701
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SEMPO Board of Directors

Board Voting Members

Stacy Kinder, City of Cape Girardeau
Dwain Hahs, City of Jackson (Vice Chairperson)
Kenneth Haskin, City of Cape Girardeau
Mark Phillips, Cape Special Road District
Matthew Winters, City of Jackson
Ginny Smith, Cape Girardeau County Transit Authority
Jeremy Tanz, Southeast Missouri Regional Planning and Economic Development Commission (Chairperson)

Non-Voting Members

Joe Aden, Village of East Cape Girardeau
Mark Croarkin, Missouri Department of Transportation
Jim Glueck, Scott County
Jim Grebing, Bootheel Regional Planning and Economic Development Commission
Tony Greep, Federal Transit Administration - Region 5
Joe E. Griggs, Alexander County
Cary Harbison, Southeast Missouri Regional Port Authority
Charlie Herbst, Cape Girardeau County
Carrie Nelsen, Illinois Department of Transportation
Mark Phillips, Cape Special Road District
Richard Flotron, Southeast Missouri State University
Gerri Doyle, Federal Transit Administration - Region 7
Todd Schmidt, Federal Highway Administration – Illinois Division
Daniel Weitkamp, Federal Highway Administration - Missouri Division
Cecelie Cochran, Federal Highway Administration - Missouri Division

Staff

Alex McElroy, City of Cape Girardeau (SEMPO Executive Director)

Program Administration/Support Consultant

Marla Mills, KLG Engineering

SEMPO Technical Planning Committee

TPC Voting Members

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JoJo Stuart, Cape Girardeau Regional Airport
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Drew Christian, Southeast Missouri Regional Planning and Economic Development Commission
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Jim Grebing, Bootheel Regional Planning and Economic Development Commission
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Ryan Shrimplin, City of Cape Girardeau (Chairperson)
Ginny Smith, Cape Girardeau County Transit Authority

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Mike Brandon, Missouri Department of Transportation
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Joe Killian, Missouri Department of Transportation
Gerri Doyle, Federal Transit Administration - Region 7
Todd Schmidt, Federal Highway Administration – Illinois Division
Daniel Weitkamp, Federal Highway Administration - Missouri Division
Cecelie Cochran, Federal Highway Administration - Missouri Division

Staff

Alex McElroy, City of Cape Girardeau (SEMPO Executive Director)

Program Administration/Support Consultant

Marla Mills, KLG Engineering

Introduction

A metropolitan planning organization (MPO) is a federally mandated and funded policy-making organization that oversees transportation planning for an urbanized area. The requirements for MPOs are contained in 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.308, and 23 CFR 450.314. The 1962 Federal Aid Highway Act required states and local governments to conduct cooperative, comprehensive, and continuing (3-C) transportation planning to continue receiving Federal funds for highway and transit improvements. Subsequently in 1973, an amendment to this act further required the governor of each state, with local concurrence, to designate a Metropolitan Planning Organization (MPO) for every urbanized area to coordinate area-wide transportation planning. In 1972, new federal legislation provided for the disbursement of Federal planning funds through the states to MPOs.

In accordance with the 3-C process, the MPO must adopt a Unified Planning Work Program (UPWP) that provides for consideration and implementation of projects, strategies and services that will address the following ten factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

In 1991, the role of the MPO changed with the passage of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA). ISTEA placed emphasis on the efficiency of the intermodal transportation system, and MPOs responded by focusing on these aspects.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 which continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. In implementing MAP-21 and FAST Act, state Departments of Transportation (DOTs), MPOs, and providers of public transportation must:

- establish performance targets that reflect the measures;

- report on progress towards achieving those targets;
- develop performance based plans for safety and asset management; and
- implement a performance based approach to planning and programming.

On November 15, 2021, the President signed into law the Bipartisan Infrastructure Legislation (BIL). The legislation is also referred to as the Infrastructure Investment and Jobs Act (IIJA) as it was termed during the formation of the legislation. Among other improvements, the BIL encourages transportation planning be done in concert with housing and economic development planning, rather than as a reaction to those things.

Required MPO Plans and Documents

Table 1: Timeline for updating required MPO plans and documents

Fiscal Year	Qtr	MTP	TIP	UPWP	PT-HSTCP	Title VI	LAP	PPP
2026	1 CY25							
	2 CY25							
	3 CY26							
	4 CY26							
2027	1							
	2							
	3							
	4							
2028	1							
	2							
	3							
	4							
2029	1							
	2							
	3							
	4							
2030	1							
	2							
	3							
	4							
2031	1							
	2							
	3							
	4							
2032	1							
	2							
	3							
	4							

Fiscal Year: Q1 July – September; **Q2** October – December; **Q3** January – March; **Q4** April – June

MTP – Metropolitan Transportation Plan

TIP – Transportation Improvement Plan

UPWP – Unified Planning Work Program

PT-HSTCP – Public Transit – Human Services

Transportation Coordination Plan

Title VI – Title VI of the Civil Rights Act of 1964

LAP – Language Assistance Plan

PPP – Public Participation Plan

Approved April 2021 (Expires April 2026)

Expires June 2023 (update every 2 years)

Approved April 2023 (Expires June 2024)

Approved June 2023 (Expires June 2028)

Approved June 2022 (Expires June 2025)

Approved June 2022 (Expires June 2025)

As needed

Metropolitan Planning Area

As the MPO for the Cape Girardeau – Jackson urbanized area, the Southeast Metropolitan Planning Organization (SEMPO) is responsible for meeting the federal metropolitan planning regulations for the metropolitan planning area (MPA) that includes the City of Cape Girardeau, the City of Jackson, and portions of Cape Girardeau County and Scott County, Missouri, as well as portions of the Village of East Cape Girardeau and Alexander County, Illinois. An MPA boundary map showing the SEMPO metropolitan planning area is attached at the end of this document. This area is faced with the challenge of maintaining a number of transportation systems that meet the needs of a growing region, including highways, railways, ports, airports, transit, bicyclists, and pedestrians. Addressing this challenge is SEMPO's top priority, followed by planning for expansion of these systems to accommodate future growth.

SEMPO was designated by the Governor of Missouri as the metropolitan planning organization for the urbanized area on March 12, 2013, and by the Governor of Illinois on February 7, 2013. It is comprised of a Board of Directors and a Technical Planning Committee. The Board of Directors consists of elected and appointed officials from the above jurisdictions, as well as various federal, state, and regional transportation agencies and local transit providers. The Technical Planning Committee primarily consists of staff from these jurisdictions and agencies; it serves in an advisory capacity to the Board of Directors on technical matters. The City of Cape Girardeau provides administrative services and staff support for SEMPO, as authorized in the [Memorandum of Understanding](#) and the [Bylaws](#).

This UPWP covers the period from July 1, 2025 to June 30, 2026. It serves as a management tool for identifying, scheduling, budgeting and monitoring SEMPO's planning activities, and serves as the basis for funding agreements with the Missouri Department of Transportation (MoDOT) and Illinois Department of Transportation (IDOT). There are a number of activities that are considered eligible expenses for transportation planning funds, such as: data collection and maintenance, map preparation, land use studies, traffic volume studies, economic and fiscal studies, project evaluation studies, specialized plans, and other studies and plans relating to transportation. In accordance with the Bipartisan Infrastructure Law, MPOs are also required to use at least 2.5% of its planning funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. The planning work of the Southeast Metropolitan Planning Organization (SEMPO) will remain in compliance with this set aside requirement and endeavor to consider each of these planning emphasis areas thoughtfully and thoroughly.

Tables 2 through 6 on the following pages contain SEMPO's funding and budget information.

Table 2: Available Federal Revenue (Missouri)

SEMPO FY 2025 MISSOURI FEDERAL Consolidated Planning Grant (CPG) FUNDS	
FY 2024 Ending CPG Balance	\$ 597,382
FY 2025 CPG Allocation (Final)	\$ 187,877
Total FY 2025 CPG Funds Expected to be Expended by 6/30/2025	\$ (188,603)
Total SEMPO FY 2025 Missouri Federal CPG Funds	\$ 596,656
SEMPO FY 2026 MISSOURI FEDERAL (CPG) FUNDS	
FY 2026 CPG Allocation (Estimate)	\$ 187,877
Total Estimated CPG Funds Available for FY 2026 UPWP	\$ 784,533
Total Programmed CPG Funds for FY 2026 UPWP	\$ (382,393)
Remaining Unprogrammed Balance ¹	\$ 402,139

1 – SEMPO has elected not to program 100% of the anticipated available CPG funds. It is SEMPO's general policy to maintain a reserve of funds for potential large expense planning projects that may become necessary in the future. In addition, the SEMPO members who collectively provide the required local match have budgetary constraints, making it unlikely that they would be able to fully fund the local match if 100% of the CPG funds were programmed.

Table 3: Available Federal Revenue (Illinois)

SEMPO FY 2026 ILLINOIS FEDERAL FUNDS	
Federal Revenue Balance Prior to FY 2026	\$ -
Total Estimated Federal Revenue Available for FY 2026 UPWP	\$ 51,623
Total Programmed Federal Funds for FY 2026 UPWP	\$ (51,623)
Remaining Unprogrammed Balance ¹	\$ -

1 – Illinois is not a CPG state and does not have a carryover policy.

Table 4: Summary of Total Available Federal, State, and Local Revenue

SEMPO FY 2026 SUMMARY OF ALLOCATIONS	
CPG (Missouri) ¹	\$ 187,877
Local Match (Missouri) ²	\$ 64,784
Illinois ³	\$ 64,529
Total	\$ 337,190

1 – Missouri CPG funds consist of FHWA Missouri PL and FTA Section 5303 planning funds.

2 – Represents the amount to be collected in FY 2026. Invoices to MoDOT will be 80% reimbursable with the exception of FTA 5303 and FHWA PL (2.5%) set-aside funds which are 100% reimbursable.

3 – Illinois funds consist of FHWA Illinois PL and FTA Section 5303 planning funds and state match funds. A local match is not required. In FY2026, SEMPO will receive a higher than normal allotment of PL funds from Illinois due to an Illinois distribution policy of unspent PL funds for MPOs.

Table 5: CPG Local Match Funding Sources (Missouri)

SEMPO FY 2026 CPG LOCAL MATCH FUNDS		
City of Cape Girardeau	28.60%	\$ 24,248
City of Jackson	28.60%	\$ 24,248
Cape Girardeau County Transit Authority / Southeast Missouri State University ¹	14.30%	\$ 12,124
Cape Girardeau County / Cape Special Road District ²	14.30%	\$ 12,124
Southeast Missouri Regional Planning & Economic Development Commission	14.20%	\$ 12,039
Total	100.00%	\$ 84,784

1 – Transit match will be provided annually by Cape Girardeau County Transit Authority and Southeast Missouri State University, with each paying 7.15%.

2 – Cape Girardeau County match will be provided annually by Cape Girardeau County and Cape Special Road District, with each paying 7.15%.

Table 6: SEMPO FY 2026 Budget

SEMPO FY 2026 BUDGET							
	Missouri CPG	FTA Section 5303	FHWA PL (2.5%)	Missouri Local Match	Illinois (Federal)	Illinois State Match	Total Cost
Staff Labor - City of Cape Girardeau							
Salaries	\$ 41,681	\$ -	\$ -	\$ 10,420	\$ 5,757	\$ 1,439	\$ 59,298
Benefits	\$ 10,971	\$ -	\$ -	\$ 2,743	\$ 1,515	\$ 379	\$ 15,608
Subtotal	\$ 52,652	\$ -	\$ -	\$ 13,163	\$ 7,273	\$ 1,818	\$ 74,906
Consultant Contract - KLG Engineering, LLC							
Program Support	\$ 12,301	\$ -	\$ -	\$ 3,075	\$ 1,699	\$ 425	\$ 17,500
Public Outreach	\$ 3,515	\$ -	\$ -	\$ 879	\$ 485	\$ 121	\$ 5,000
Education and Training	\$ 1,757	\$ -	\$ -	\$ 439	\$ 243	\$ 61	\$ 2,500
Subtotal	\$ 17,573	\$ -	\$ -	\$ 4,393	\$ 2,427	\$ 607	\$ 25,000
Consultant Contract - Southeast Missouri Regional Planning & Economic Development Commission							
Data Collection and Management	\$ 3,515	\$ -	\$ -	\$ 879	\$ 485	\$ 121	\$ 5,000
Transportation Improvement Program Management	\$ 10,544	\$ -	\$ -	\$ 2,636	\$ 1,456	\$ 364	\$ 15,000
Transportation Improvement Program Update	\$ 24,602	\$ -	\$ -	\$ 6,150	\$ 3,398	\$ 850	\$ 35,000
Subtotal	\$ 38,660	\$ -	\$ -	\$ 9,665	\$ 5,340	\$ 1,335	\$ 55,000
Consultant Contract - EcoInteractive							
TIP Tool Online Management & Support	\$ 15,422	\$ -	\$ -	\$ 3,855	\$ 2,130	\$ 533	\$ 21,940
Subtotal	\$ 15,422	\$ -	\$ -	\$ 3,855	\$ 2,130	\$ 533	\$ 21,940
Consultant Contract - TBD							
Metropolitan Transportation Plan Update	\$ 105,437	\$ -	\$ -	\$ 26,359	\$ 14,563	\$ 3,641	\$ 150,000
Subtotal	\$ 105,437	\$ -	\$ -	\$ 26,359	\$ 14,563	\$ 3,641	\$ 150,000
Transit Transportation Planning Project - TBD							
Transit System Planning	\$ 28,656	\$ 39,498	\$ 3,760	\$ 7,164	\$ 8,738	\$ 2,185	\$ 90,000
Subtotal	\$ 28,656	\$ 39,498	\$ 3,760	\$ 7,164	\$ 8,738	\$ 2,185	\$ 90,000
Consultant Contract - TBD							
Multi-Modal Freight Plan	\$ 70,291	\$ -	\$ -	\$ 17,573	\$ 9,709	\$ 2,427	\$ 100,000
Subtotal	\$ 70,291	\$ -	\$ -	\$ 17,573	\$ 9,709	\$ 2,427	\$ 100,000
Other Direct Costs							
Advertising	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Books/Publications	\$ 211	\$ -	\$ -	\$ 53	\$ 29	\$ 7	\$ 300
Copies	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Liability Insurance	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Meetings/Conferences	\$ 2,812	\$ -	\$ -	\$ 703	\$ 388	\$ 97	\$ 4,000
Office Supplies	\$ 2,109	\$ -	\$ -	\$ 527	\$ 291	\$ 73	\$ 3,000
Postage	\$ 211	\$ -	\$ -	\$ 53	\$ 29	\$ 7	\$ 300
Printing	\$ 703	\$ -	\$ -	\$ 176	\$ 97	\$ 24	\$ 1,000
Training/Education	\$ 1,406	\$ -	\$ -	\$ 351	\$ 194	\$ 49	\$ 2,000
Dues and Memberships	\$ 464	\$ -	\$ -	\$ 116	\$ 64	\$ 16	\$ 660
Website Hosting	\$ 422	\$ -	\$ -	\$ 105	\$ 58	\$ 15	\$ 600
Subtotal	\$ 10,445	\$ -	\$ -	\$ 2,611	\$ 1,443	\$ 361	\$ 14,860
Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 339,135	\$ 39,498	\$ 3,760	\$ 84,784	\$ 51,623	\$ 12,906	\$ 531,706

* The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. [§ 11206(b)]. FY 2026 2.5% estimate is \$3,760 based off an anticipated \$150,379 in PL funds and is addressed under **Work Element 3.4**.

Elements of the FY 2026 Unified Planning Work Program

The UPWP is one of four key documents SEMPO is required to develop and maintain for the metropolitan planning area. The other key documents are the Metropolitan Transportation Plan (MTP), the Transportation Improvement Program (TIP), and the Public Participation Plan (PPP).

The UPWP is the management plan for the MPO and is prepared with cooperation and guidance from federal, state, and local government agencies as well as public and private transportation providers. It identifies and schedules all of the planning activities that need to be accomplished on an annual basis. It integrates policy, planning, and programming activities. This is also where the allocation of staff and funding resources occurs.

There are three work elements in this UPWP. Each element consists of sections that identify the lead agency; objective; program activities; prior year accomplishments; work products (with estimated completion dates); and budget. The budget allocation for each work element is included at the end of the element's description.

The SEMPO FY 2026 UPWP consists of the following work elements:

- 1.0 Program Administration and Support
- 2.0 Data Collection and Management
- 3.0 Transportation Planning

1.0 Program Administration and Support

This work element addresses the administrative and support functions for SEMPO, such as the UPWP, coordination of third party services, public outreach, education and training.

Table 7: Program Administration and Support

1.1 Program Support	\$ 69,934
1.2 Public Outreach	\$ 19,981
1.3 Education and Training	\$ 9,991
Subtotal	\$99,906

1.1 Program Support

1.1.1 Lead Agency: SEMPO staff with support via consulting contract with KLG Engineering, LLC

1.1.2 Objective:
SEMPO will conduct its activities in accordance with applicable federal, state, and local laws as well as its own plans and programs. The UPWP will be prepared

and adopted annually, and will serve as the basis for the transportation planning process, including technical and administrative support. SEMPO will participate in meetings with other agencies to ensure that its transportation planning process is properly coordinated with statewide and regional processes, and to provide input on matters affecting transportation in Southeast Missouri. In January 2020, the City of Cape Girardeau established a full time SEMPO Executive Director/City Grant Coordinator position. The position is structured to dedicate sixty percent of its time on SEMPO related tasks and forty percent on City grant coordination. Establishment of this position provides SEMPO with a dedicated staff member. In previous years, the City of Cape Girardeau's City Planner fulfilled these administrative duties with the assistance of KLG Engineering, LLC via a general services agreement established through a competitive request for qualifications process. Establishing a dedicated Executive Director position lessens the demand for outside consultant assistance for administrative services but does not completely eliminate the need. KLG Engineering retains a general services agreement through December 2026 and will be utilized as necessary to assist in the administrative service delivery to SEMPO.

1.1.3 Program Activities:

- a. Prepare agendas, minutes, presentations, information and materials for meetings of the SEMPO Board of Directors, Technical Planning Committee, and other committees/subcommittees as needed.
- b. Develop the FY 2027 UPWP; prepare and submit FY 2026 UPWP quarterly progress reports, billings and invoices; amend documents as needed.
- c. Contract with third party agencies and consultants on an as-needed basis, in accordance with the Consolidated Planning Grant Agreement with MoDOT and the Intergovernmental Agreement with IDOT; coordinate and review contracted work products.
- d. Participate in coordination and partnering programs with MoDOT and IDOT, and in intergovernmental organizations such as the Southeast Missouri Regional Planning and Economic Development Commission and the Bootheel Regional Planning and Economic Development Commission.
- e. Administer general services agreements with selected consulting firms.
- f. Respond to requests for information from outside jurisdictions, agencies, and the public.
- g. Maintain compliance with Title VI requirements; address complaints and environmental justice issues as necessary.
- h. Maintain compliance with applicable federal, state, and local laws and regulations.

1.1.4 FY 2025 Accomplishments:

- a. Prepared and adopted FY 2026 UPWP (May 2025)
- b. Prepared and submitted all FY2025 UPWP quarterly progress reports, billings, and invoices.
- c. Maintained SEMPO's website to enhance the accessibility of relative planning documentation, event information, and records retention (June 2025).

- d. Prepared Board and TPC 2025 Meeting Schedule (December 2024)
- e. Prepared and submitted prioritized needs list for MoDOT Funding Scenarios (July 2024)
- a. Prepared and approved Transportation Improvement Program Amendments No. 4, Amendment No. 5, and Amendment No. 6 for public comment (August 2024, November 2024, and February 2025)
- f. to the FY 2024 – 2027 Transportation Improvement Program Prepared and adopted a resolution supporting MoDOT and IDOT Performance Measure Targets (January 2025)
- g. Prepared and submitted STIP Project Request List to MoDOT (November 2024)

1.1.5 FY 2026 Work Products (estimated completion dates):

- a. Meeting agendas, minutes, presentations, information and materials (ongoing)
- b. Prepare and submit for approval FY 2027 UPWP (April 2025)
- c. FY 2026 UPWP progress reports (submitted quarterly)
- d. Amend FY 2026 UPWP as necessary
- e. Administer General Services Agreement for Contract Professional Services for 2022 – 2026 (ongoing)
- f. Issue solicitation for 2027 – 2031 General Services Agreement for Contract Professional Services

1.1.6 Budget: \$69,934 (\$52,434 SEMPO Staff + \$17,500 KLG Engineering, LLC)

Total Cost	\$ 69,934
Missouri CPG (Federal)	\$ 47,585
Missouri Local Match	\$ 11,896
Illinois (Federal)	\$ 8,363
Illinois State Match	\$ 2,091

1.2 Public Outreach

1.2.1 Lead Agency: SEMPO staff with support via consulting contract with KLG Engineering, LLC

1.2.2 Objective:
SEMPO will conduct public outreach activities in accordance with the Public Participation Plan. This Plan, adopted on May 21, 2014 and amended in subsequent years, outlines a process for obtaining public input on SEMPO's planning documents, including but not limited to: the Public Participation Plan, the Title VI Program, the Unified Planning Work Program, the Metropolitan Transportation Plan, and the Transportation Improvement Program.

1.2.3 Program Activities:

- a. Provide public access to SEMPO information, including meeting schedules, agendas, minutes, data, work products, and opportunities for public input.
- b. Provide the public with timely notice of SEMPO meetings and public input sessions.
- c. Conduct public input sessions in accordance with the Public Participation Plan.

- d. Promote communication with, and encourage participation from, persons in the communities served by SEMPO, including those traditionally underserved by transportation.

1.2.4 FY 2025 Accomplishments:

- b. Held Public Hearing on FY 2026 Unified Planning Work Program (UPWP) and released for public comment (April 2025)
- c. Held two Public Open Houses on the Comprehensive Safety Action Plan as part of the Safe Streets and Roads for All Program (October 2024)
- d. Held an Open House at the Jackson Civic Center and Osage Centre to solicit feedback on a regional trail connection study
- e. Released FY 2027 – 2027 TIP Amendment No. 4, Amendment No. 5, and Amendment No. 6 for public comment (August 2024, November 2024, and February 2025)
- f. Posted draft planning documents for public comment in accordance with Public Participation Plan
- g. Reviewed Public Participation Plan for any necessary updates (June 2025)
- h. Issued “SEMPO News and Information” monthly e-newsletter to 100+ subscribers and post on website for review (ongoing)
- i. Adopted a Comprehensive Safety Action Plan (January 2025)
- j. Adopted a Regional Trail Connection Study (May 2025)

1.2.5 FY 2026 Work Products (estimated completion dates):

- a. Host Open Houses for the development of a Transit System Plan
- b. Release for public comment draft Transit System Planning Study (March 2026)
- c. Host Open Houses and Stakeholder interviews for the development of the Metropolitan Transportation Plan Update (July 2025)
- d. Conduct public outreach activities via SEMPO website, postings in public buildings, legal advertisements, public input sessions, etc. (ongoing)
- e. Review Public Participation Plan to determine if an update is necessary (June 2026)
- f. Issue “SEMPO News and Information” monthly e-newsletter to subscriber list and post on SEMPO website for review (ongoing)

1.2.6 Budget: \$19,981 (\$14,981 SEMPO Staff + \$5,000 KLG Engineering, LLC)

Total Cost	\$ 19,981
Missouri CPG (Federal)	\$ 13,596
Missouri Local Match	\$ 3,399
Illinois (Federal)	\$ 2,389
Illinois State Match	\$ 597

1.3 Education and Training

1.3.1 Lead Agency: SEMPO staff with support via consulting contract with KLG Engineering, LLC

1.3.2 Objective:

The SEMPO Board of Directors, Technical Planning Committee, and staff will be knowledgeable in applicable federal, state, and local laws; SEMPO policies,

procedures, and funding; and other matters affecting the purpose, function, and activities of SEMPO. Education and training are essential to maintaining knowledge that is up-to-date and relevant.

1.3.3 Program Activities:

- a. Attend meetings, seminars, workshops and conferences pertaining to transportation planning and related issues, as well as professional development and organizational membership needed for proper administration of SEMPO. Examples include:
 - American Planning Association (APA) national and state chapter conferences
 - Association of Metropolitan Planning Organizations (AMPO) Annual Membership
 - Association of Metropolitan Planning Organizations (AMPO) Annual Conference
 - MoDOT Statewide Planning Partner Meeting
 - Missouri MPO Conference
 - Illinois MPO Conference
 - Transit Midwest Conference
 - Federal and state workshops and training on the topics of civil rights, grant administration, transportation planning legislation and Department of Transportation regulations
 - Emergency management and safety planning training
 - Geographic information systems training
 - Data collection and analysis training
 - Computer software training

1.3.4 FY 2025 Accomplishments:

- a. Attended monthly SS4A CSAP conference calls with FHWA (monthly)
- b. Attended Reconnecting Communities Grant Writing Clinic (July 2024)
- c. Participated in a funding discussion with Government Accountability Office personnel (July 2024)
- d. Attended a Missouri Active Transportation Conference (August 2024)
- e. Attended Exit 93 Public Meeting (August 2024)
- f. Attended MoDOT Planning Partners Webinars (quarterly)
- g. Attended EcoInteractive TIP Tool Training (monthly)
- h. Attended Southeast Coalition for Roadway Safety Meetings (Quarterly)
- i. Attended MoDOT Statewide Planning Partners Conference (February 2025)
- j. Joined the MoDOT LPA Advisory Committee (2025)
- k. Attended SEMO Regional Planning Commission Transportation Advisory Committee meetings (quarterly)

1.3.5 FY 2026 Work Products (estimated completion dates):

- a. Verbal and/or written summaries of education and training received (ongoing)
- b. Distribute materials received from meetings, seminars, workshops and conferences (ongoing)

- c. Attend State and Federal transportation training events and seminars
 - d. Continue membership with the Association of Metropolitan Planning Organizations (AMPO)
 - e. Participate in MoDOT's statewide planning partner activities
- 1.3.6 Budget:** \$9,991 (\$7,491 SEMPO Staff + \$2,500 KLG Engineering, LLC)
- | | |
|------------------------|-----------------|
| Total Cost | \$ 9,991 |
| Missouri CPG (Federal) | \$ 6,798 |
| Missouri Local Match | \$ 1,699 |
| Illinois (Federal) | \$ 1,195 |
| Illinois State Match | \$ 299 |

2.0 Data Collection and Management

This work element addresses the data collection and management function for SEMPO.

Table 8: Data Collection and Management

2.1 Data Collection and Management	\$ 5,000
Subtotal	\$ 5,000

2.1 Data Collection and Management

2.1.1 Lead Agency: SEMPO via consulting contract with the Southeast Missouri Regional Planning and Economic Development Commission (SEMO RPC)

2.1.2 Objective:
The Southeast Missouri Regional Planning and Economic Development Commission will collect data and maintain databases and maps as needed to assist the SEMPO Board of Directors, Technical Planning Committee, and staff in fulfilling their respective duties. This information will also be available to outside jurisdictions and agencies as well as the public.

2.1.3 Program Activities:

- a. Coordinate with MoDOT, IDOT, Bootheel Regional Planning Commission, and other agencies in obtaining data for the SEMPO MPA.
- b. Conduct studies to obtain needed information not currently available.
- c. Compile data and maintain databases for various data types such as demographics, socioeconomics, land uses, traffic counts, traffic accidents, and crashes for the SEMPO MPA.
- d. Maintain an inventory of multi-modal transportation facilities and services within the SEMPO MPA for transit, rail, river, aviation, freight, and other transportation modes.
- e. Prepare maps for analysis, presentations, and work products.
- f. Serve as a data and information resource for SEMPO members, outside jurisdictions and agencies, and the public.

2.1.4 FY 2025 Accomplishments:

- a. Continued GIS Audit of current interactive maps, mapping data, and current uses of GIS information. Developed a plan to expand GIS information, analyze existing planning documents for potential GIS

application, consider existing planning efforts and how work products may benefit from GIS based mapping, and enhanced the amount of interactive maps available for public review and edification (June 2025).

- b. Maintained GIS interactive map for SEMPO MPA (ongoing)
- c. Developed a GIS Story Map of all SEMPO MPA crash data for property damage, serious injury, and fatalities (January 2025)
- d. Compiled data for SEMPO MPA (ongoing)

2.1.5 FY 2026 Work Products (estimated completion dates):

- a. Databases and maps containing demographic, socioeconomic, land use, traffic, and other data for SEMPO MPA (ongoing).

2.1.6 Budget (for contracted work):

Total Cost	\$ 5,000
Missouri CPG (Federal)	\$ 3,402
Missouri Local Match	\$ 851
Illinois (Federal)	\$ 598
Illinois State Match	\$ 149

3.0 Transportation Planning

This work element addresses the transportation planning function for SEMPO, including the Metropolitan Transportation Plan, the Transportation Improvement Program, and other plans, programs, and studies.

Table 9: Transportation Planning

Transportation Planning Work Elements Completed in FY 2025	
Adopted a Comprehensive Safety Action Plan	
TIP Tool Online Management Services	
Solicited via RFP and negotiated contract for professional services for the Development of a Metropolitan Transportation Plan Update	
Adopted a Regional Trail Connection Study	
Completed a Title VI Program & Limited English Proficiency Plan Update	
Executed a Uniform Grant Budget Agreement with the State of Illinois for the use of unspent PL funds	
Transportation Planning Work Elements for FY 2025	UPWP Budget
3.1 Metropolitan Transportation Plan Update	\$150,000
3.2 Performance Management	-
3.3 Transportation Improvement Program Update	\$35,000
3.4 Transit System Planning	\$90,000
3.5 Transportation Improvement Program (TIP) Management	\$15,000
3.6 TIP Tool Online Management & Support	\$21,940
3.7 Multi-Modal Freight Plan	\$100,000
3.8 Air Quality Planning	-
Subtotal	\$411,940

3.1 Metropolitan Transportation Plan Update

3.1.1 Lead Agency: SEMPO via consulting contract with CBB Transportation Engineers + Planners

3.1.2 Objective: In April 2021, the SEMPO Board of Directors approved the 2021 – 2045 Metropolitan Transportation Plan outlining the multimodal transportation goals for the region. The plan is set to expire in April 2026 and will need updated in FY 2026. In October 2024, SEMPO issued a Request for Qualifications to 34 regional transportation-consulting firms soliciting proposals for the development of a Metropolitan Transportation Plan Update. Three proposals were received and the review committee recommended CBB Transportation Engineers + Planners to conduct the study. A professional services contract was approved in December 2024 for the development of the plan. SEMPO staff will work closely with CBB Transportation Engineers + Planners in FY 2026 to complete the plan update.

3.1.3 Program Activities:

- a. Analyze survey and public input map results
- b. Develop programs and policy recommendations
- c. Develop safety toolkits
- d. Analyze VMT reduction strategies
- e. Complete an administrative draft
- f. Host 3rd Public Open House on administrative draft
- g. Ensure the Comprehensive safety Action Plan satisfies the federal requirements outlined within the Safe Streets and Roads for All grant program
- h. Adopt the finalized plan on or before January 31, 2025

3.1.4 FY 2025 Accomplishments:

- a. Solicited and procured professional service to assist in the development of the Metropolitan Transportation Plan (December 2024)
- b. Held a Project Kick-off meeting with the Technical Planning Committee (January 2025)

3.1.5 FY 2026 Work Products (estimated completion dates):

- a. SEMPO will assist in developing and finalizing the draft plan and approve the final plan (adoption June 2025)

3.1.6 Budget (for contract work):

Total Cost	\$ 150,000
Missouri CPG (Federal)	\$ 102,063
Missouri Local Match (SEMPO)	\$ 25,516
Illinois (Federal)	\$ 17,937
Illinois (State)	\$ 4,484

3.2 Performance Management

3.2.1 Lead Agency: SEMPO staff

- 3.2.2 Objective:** On May 27, 2016, the Federal Register published the final rule on the metropolitan and statewide requirements for performance-based planning and programming established by MAP-21 and FAST Act. These requirements are as follows:

<u>TIP (from final rule):</u>
(d) The TIP shall include, to the maximum extent practicable, a description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets.
<u>MTP (from final rule):</u>
(f) The metropolitan transportation plan shall, at a minimum, include:
(3) A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with § 450.306(d).
(4) A system performance report and subsequent updates evaluating the condition and performance of the transportation system with respect to the performance targets described in § 450.306(d), including—
(i) Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with system performance recorded in previous reports, including baseline data;

On December 16, 2020, SEMPO passed a resolution supporting the safety, system condition, and system performance measure targets set by MoDOT, IDOT, and CGCTA. On January 20, 2021, SEMPO passed a resolution supporting the safety performance measure targets set by SEMO University. On October 18, 2024, SEMPO passed a resolution supporting performance measure targets set by MoDOT and IDOT for PM(1) Safety. On December 18, 2024 SEMPO passed a resolution supporting the performance targets set by MoDOT and IDOT for Pavement & Bridge PM(2), System Performance PM(3). SEMPO staff ensures compliance with the Metropolitan Planning Organization requirements for performance-based planning and programming established by MAP-21 and FAST Act, the cost of which is reflected in work element 1.1 Program Support.

3.3 Transportation Improvement Program Update

- 3.3.1 Lead Agency:** SEMPO via consulting contract (TBD)

- 3.3.2 Objective:** The 2024-2047 Transportation Improvement Program (TIP) was adopted by the Board of Directors on June 21, 2023. The TIP outlines the region's upcoming transportation projects and investments over a 4-year span. SEMPO developed the TIP in collaboration with state and local governments, public transit agencies, and other stakeholders. Its primary purpose is to ensure that transportation improvements are identified, funded, and scheduled in a coordinated manner that supports regional mobility, economic growth, and environmental sustainability. More recently, SEMPO invested in EcoInteractive, an online TIP Tool Management software, in efforts to provide the public more information regarding transportation investments within the region. Now that the software is operational, an update to the TIP may now take place outlining the next 4-years of transportation investments throughout the region.

3.3.3 Program Activities:

- a. Issue a Task Order to the Regional Planning Commission to assist in the development of a TIP Update.
- b. Develop and approve a draft and final TIP Update.

3.3.4 FY 2025 Accomplishments:

- a. Finalized the conversion to EcoInteractive online TIP Tool Management software (November 2024)
- b. Monitored and reviewed 2027 – 2047 TIP for necessary amendments.

3.3.5 FY 2026 Work Products (estimated completion dates):

- a. Develop and adopt a TIP Update (March 2026)

3.3.6 Budget (for contract work)

Total Cost	\$ 35,000
Missouri CPG (Federal)	\$ 23,815
Missouri Local Match	\$ 5,954
Illinois (Federal)	\$ 4,185
Illinois State Match	\$ 1,046

3.4 Transit System Planning

3.4.1 Lead Agency: SEMPO via consulting contract (TBD)

3.4.2 Objective: Development of a Transit System Planning initiative to enhance mobility and accessibility, increased cost efficiency, and route optimization.

3.4.3 Program Activities:

- a. Define project scope, goals, and expected deliverables.
- b. Solicit consultants to partner in the development of the project.
- c. Establish a subcommittee for plan development oversight.
- d. Ensure public outreach and engagement efforts align with the Public Participation Plan (PPP).
- e. Review draft plan and release for public comment
- f. Adopt final Transit System Plan

3.4.4 FY 2026 Work Products (estimated completion dates)

- a. Prepare and adopt the Transit System Plan (June 2026).
- b. Utilize study findings and options to seek potential funding opportunities and enhance transit operations.

3.4.5 Budget (for contracted work):

Total Cost	\$ 90,000
Missouri CPG (Federal)	\$ 26,631
FTA Section 5303	\$ 39,498
Illinois (Federal)	\$ 10,762
Missouri Local Match	\$ 6,658
*2.5% PL Set-Aside	\$ 3,760
Illinois State Match	\$ 2,691

3.5 Transportation Improvement Program (TIP) Management

- 3.5.1 Lead Agency:** SEMPO via consulting contract with the Southeast Missouri Regional Planning and Economic Development Commission (SEMO RPC)
- 3.5.2 Objective:** The TIP is a prioritized, fiscally-constrained, multi-year list of federally funded transportation projects and improvements within the SEMPO MPA, which authorizes the obligation of federal funds for listed projects and operations. At least every four (4) years, the proposed improvement projects, plans, studies, and other activities expected to occur over the next four (4) years will be taken from the MTP and entered into the programming process, culminating in the development of a TIP, and then included by reference in the Statewide Transportation Improvement Program (STIP). In doing so, SEMPO will certify its compliance with federal, state, environmental, and civil rights regulations. In addition, SEMPO will make amendments and administrative modifications to the TIP as necessary to reflect project additions, deletions, and changes, and to include written provisions for performance management as described in 3.2.
- 3.5.3 Program Activities:**
- a. Make amendments and administrative modifications to FY 2024-2027 TIP as necessary.
 - b. Incorporate annual transit Program of Projects public participation activities into the TIP public participation activities.
 - c. Include public outreach in the TIP process in accordance with the Public Participation Plan (PPP).
- 3.5.4 FY 2025 Accomplishments:**
- a. Prepared and approved FY 2024-2027 TIP Amendment No. 4 (August 2024), Amendment No. 5 (November 2024), and Amendment No. 6 (February 2025)
- 3.5.5 FY 2026 Work Products (estimated completion dates):**
- a. 2024-2027 TIP Amendments and Administrative Modifications (as necessary)
- 3.5.6 Budget (for contracted work):**
- | | |
|------------------------|------------------|
| Total Cost | \$ 15,000 |
| Missouri CPG (Federal) | \$ 10,206 |
| Missouri Local Match | \$ 2,552 |
| Illinois (Federal) | \$ 1,794 |
| Illinois State Match | \$ 448 |

3.6 Transportation Improvement Program (TIP) Tool Online Management & Support

- 3.6.1 Lead Agency:** SEMPO via consulting contract with EcoInteractive
- 3.6.2 Objective:** In FY 2019, SEMPO hired Data Transfer Solutions, LLC (DTS) to develop a web-based tool for viewing and managing the TIP. The maintenance and service agreement expired in 2023. TIP Tool software has advanced in mapping functionality, reporting capabilities, and permission level authorization technologies significantly over the past five years. SEMPO conducted a competitive RFP process to solicit a new online management and service agreement for TIP Tool services. Through this competitive selection process, EcoInteractive was chosen as the preferred vendor. SEMPO has entered into a

3-year (2024 – 2027) user agreement with EcoInteractive for TIP Tool online software management and maintenance services.

3.6.3 Program Activities:

- a. TIP tool maintenance and support

3.6.4 FY 2025 Accomplishments:

- a. Received TIP Tool training and went live with new software (September 2024)

3.6.5 FY 2026 Work Products (estimated completion dates):

- a. Work with the new vendor to import GIS data into interactive map environment (July 2025)
- b. Maintain updated TIP Tool database

3.6.6 Budget (for contracted work):

Total Cost	\$ 21,940
Missouri CPG (Federal)	\$ 14,928
Missouri Local Match	\$ 3,732
Illinois (Federal)	\$ 2,624
Illinois State Match	\$ 656

3.7 Multi-Modal Freight Plan

3.7.1 Lead Agency: SEMPO via consulting contract (TBD)

3.7.2 Objective: Development of a Multi-Modal Freight Plan to enhance the efficiency, resilience, and sustainability of freight movement across various transportation modes, ensuring seamless integration and optimized infrastructure within the region.

3.7.3 Program Activities:

- g. Define project scope, goals, and expected deliverables.
- h. Solicit consultants to partner in the development of the project.
- i. Establish a subcommittee for plan development oversight.
- j. Ensure public outreach and engagement efforts align with the Public Participation Plan (PPP).
- k. Review draft plan and release for public comment
- l. Adopt final Multi-Modal Freight Plan

3.7.4 FY 2026 Work Products (estimated completion dates)

- c. Prepare and adopt the Multi-Modal Freight Plan (June 2026).
- d. Utilize study findings and options to seek potential funding opportunities and enhance transit operations.

3.7.5 Budget (for contracted work):

Total Cost	\$ 100,000
Missouri CPG (Federal)	\$ 70,291
Missouri Local Match	\$ 17,573
Illinois (Federal)	\$ 9,709
Illinois State Match	\$ 2,427

3.8 Air Quality Planning

3.8.1 Lead Agency: SEMPO staff

3.8.2 Objective: Air quality and transportation are intimately connected through United States Environmental Protection Agency (EPA) regulation. The Clean Air Act, which was last amended in 1990, requires EPA to set National Ambient Air Quality Standards for pollutants considered harmful to public health and the environment. The EPA Office of Air Quality Planning and Standards (OAQPS) has set National Ambient Air Quality Standards for six principal pollutants, which are called "criteria" pollutants. The current standards for these criteria pollutants are detailed in the 2021 – 2045 Metropolitan Transportation Plan.

Of the six pollutants, particulate matter and ozone are most affected by the transportation system. While particulate matter is well under the standard in the Cape Girardeau area, ozone remains a contaminant of concern.

As of the approval date for this document, the Cape Girardeau/Jackson Urbanized Area is currently in attainment (within compliance of ambient air quality standards), and the SEMPO staff will proceed with its work this year under that attainment designation. A change in the air quality designation for the Cape Girardeau/Jackson Urbanized Area is not expected to occur in FY2026 (June 30, 2025 – July 1, 2026); however, this situation could change in future years.

3.8.3 Program Activities:

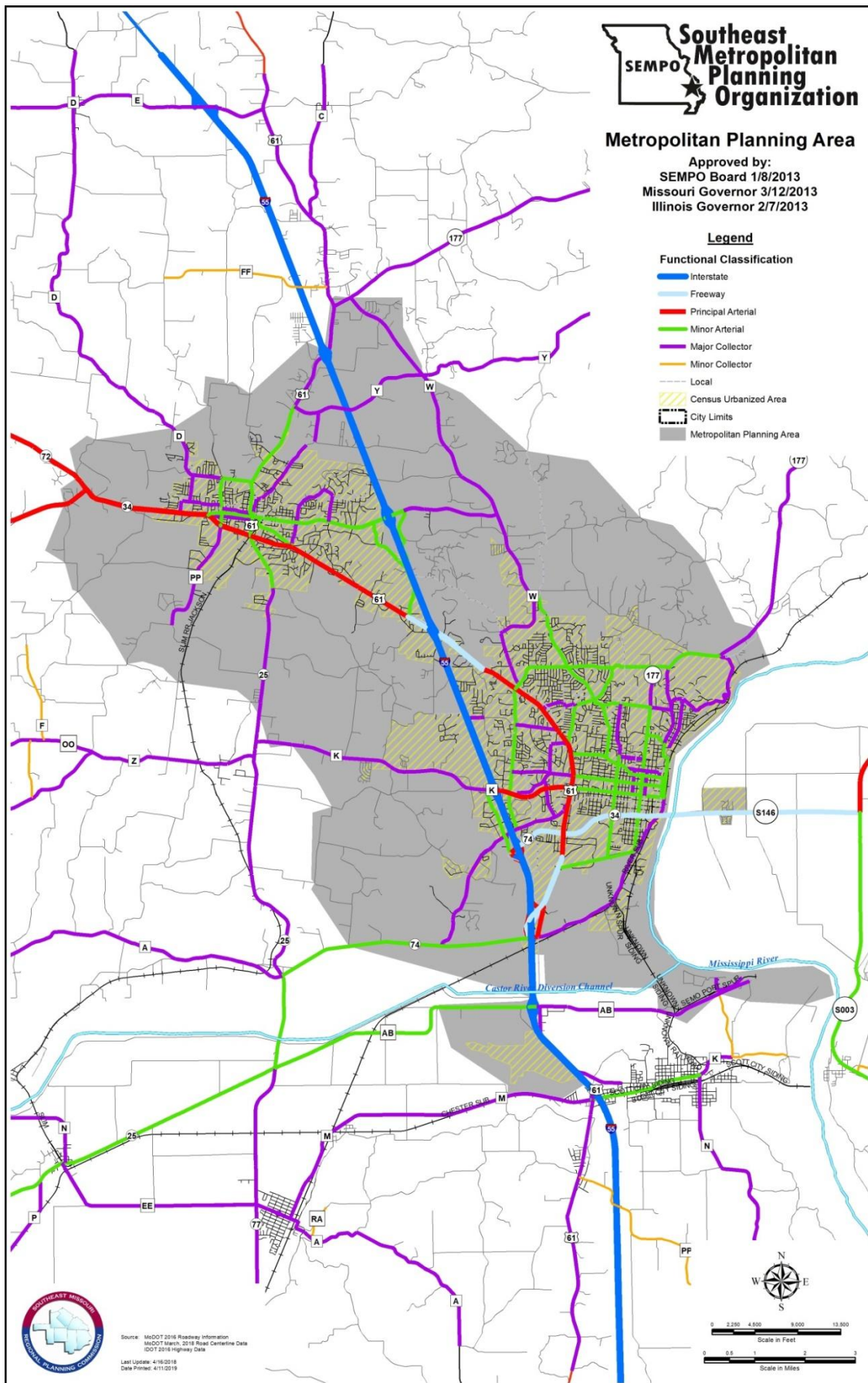
- a. Monitor the ongoing discussions about possible non-attainment status for the Cape Girardeau/Jackson Urbanized Area and work with EPA, MoDOT, FHWA, FTA and other agencies to revise MPO plans, reports and processes so the Cape Girardeau/Jackson Urbanized Area is in compliance with air quality regulations (as needed).

3.8.4 Work Products:

- a. Continue to support efforts by local groups that are encouraging actions which lead to reductions in air pollutant emissions (ongoing)

Attachments

Metropolitan Planning Area Map
Position Listings and Full Time Equivalents
Resolution of Adoption



Position Listings and Full Time Equivalents

FTE = Full-Time Equivalent. Ratio represents the estimated proportion of the employee's full-time compensable hours (40 hours per week x 52 weeks per year) that is devoted to SEMPO.

City of Cape Girardeau

SEMPO Executive Director (0.60 FTE)

Administrative Coordinator (0.02 FTE)

Southeast Missouri Regional Planning and Economic Development Commission (SEMO RPC)

Executive Director (0.02 FTE)

Deputy Director (0.18 FTE)

GIS Specialist (0.02 FTE)

Fiscal Officer (0.02 FTE)

KLG Engineering, LLC

Principal (0.07 FTE)

Administrative Coordinator (0.02 FTE)

RESOLUTION NO. 25-04

SOUTHEAST METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 2025-04

**A RESOLUTION ADOPTING THE
FY 2026 UNIFIED PLANNING WORK PROGRAM**

WHEREAS, the Board of Directors of the Southeast Metropolitan Planning Organization is the Executive Body of the metropolitan planning organization designated by the Governor of the State of Missouri and the Governor of the State of Illinois for the Cape Girardeau - Jackson urbanized area, and responsible for carrying out the provisions of 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.308, and 23 CFR 450.314; and

WHEREAS, the Southeast Metropolitan Planning Organization is charged with the preparation and adoption of an annual Unified Planning Work Program as specified in 23 CFR 450.308 as part of a continuous, cooperative, and comprehensive transportation planning process; and


WHEREAS, the FY 2026 Unified Planning Work Program has been prepared in accordance with the federal regulations; and

WHEREAS, the FY 2026 Unified Planning Work Program has been presented to the public for review and comment; and

WHEREAS, the Technical Planning Committee has complied and reviewed the transportation projects identified within the FY 2026 Unified Planning Work Program to be presented to the Board of Directors for consideration of approval.

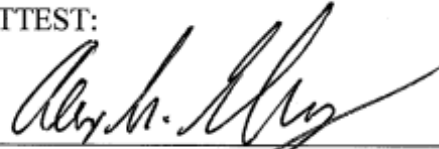
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Southeast Metropolitan Planning Organization hereby adopt the FY 2026 Unified Planning Work Program as shown in the attached exhibit, which is incorporated herein by reference.

PASSED AND APPROVED THIS 16th DAY OF APRIL, 2025.



Stacy Kinder, Vice Chairman

ATTEST:



Alex McElroy, Executive Director

Staff: Jake Garrard, P.E.

AGENDA REPORT Cape Girardeau City Council	
-----------------------------------------------------	--

SUBJECT

A Resolution authorizing the City Manager to execute an Agreement with Lappe Cement Finishing, Inc. for Concrete Street Repair 2025.

EXECUTIVE SUMMARY

This project will consist of street patching, driveway, and sidewalk repair where necessary on various streets within the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The 2025 Asphalt Overlay Program is funded through the Transportation Trust Fund (TTF 6). The Notice to Bid was advertised publicly, and two bids were accepted on May 6, 2025. The winning bid, submitted by Lappe Cement Finishing, Inc., was in the amount of \$1,309,997.23. The Engineer's Estimate of Cost was \$1,465,334.56.

FINANCIAL IMPACT

The project is being funded through the Transportation Trust Fund (TTF 6).

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City is responsible for the routine maintenance of existing City streets and public alleys. This requires funding to be allotted for the cost of this maintenance work in the City's annual budget. The six previous TTF programs have provided better street surfaces and paved alleys. This contract will continue to use monies set aside in the TTF 6 Program for these upgrades.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

BILL NO. 25-59

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LAPPE CEMENT FINISHING, INC., FOR THE CONCRETE STREET REPAIR 2025 PROJECT 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 an Agreement with Lappe Cement Finishing, Inc., for the Concrete Street repair 2025 Project. 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:

Gayle L. Conrad, City Clerk



CITY of CAPE GIRARDEAU

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

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and
Lappe Cement Finishing Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project consist of street patching, driveway, and sidewalk repair where necessary on various streets within the City of Cape Girardeau.*

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Concrete Street Repair 2025.*

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by October 23rd, 2025.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

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

1. Completion: Contractor shall pay Owner \$ 1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Completion until the Work is complete and ready for final payment.
2. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. General Conditions and Supplementary Conditions (pages 1 to 62, inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of XX sheets with each sheet bearing the following general title Concrete Street Repair 2025.
 - 7. Addenda (numbers to , inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

OWNER: City of Cape Girardeau

CONTRACTOR: Lappe Cement Finishing Inc.

By: Dr. Kenneth Haskin

By: Randy Lappe

Title: City Manager

Title: President

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

Attest: _____

Attest: Melissa L. Hayden

Title: _____

Title: Administrative Assistant

Address for giving notices:

Development Services Department, City Hall

44 N. Lorimier Street

Cape Girardeau, MO 63701

Address for giving notices:

2710 County Road 413

Friedheim, MO 63747

License No.: _____

(where applicable)



BID FORM

PROJECT IDENTIFICATION:

The Base Bid improvements consist of street patching, driveway, and sidewalk repair where necessary on various streets within the City of Cape Girardeau.

CONTRACT IDENTIFICATION:

Project Name: **Concrete Street Repair 2025**

City Project Number: **6289**

Issue Date: **April, 2025**

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted through the City's E-Procurement system.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.03 The Bidder is informed the Bid will be awarded on the Base Bid price. Bidder is to submit pricing for the Alternate listed. The City will evaluate Alternates and may include selected Alternates in the Agreement.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>5/5/25</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) documented on the E-Procurement Bid Form.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. If applicable, Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Affidavit of Work Authorization;
 - F. Affidavit of OSHA Training;
 - G. Anti-Discrimination Against Israel Act Certification; and
 - H. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Lappe Cement Finishing, Inc.

By:

[Signature]

Ra Zayyar

[Printed name]

Randy Lappe

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Melissa L. Hayden

[Printed name]

Melissa L. Hayden

Title:

Administrative Assistant

Submittal Date:

5/6/25

Address for giving notices:

2710 County Road 413
Friedheim, MO 63747

Telephone Number:

573-547-5713

Fax Number:

N/A

Contact Name and e-mail address:

Randy Lappe

lappement@ccilink.net

Bidder's License No.:

(where applicable)



EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) Randy Lappe as (Office Held) President of (Company Name/Contractor) Lappe Cement Finishing, Inc. and first being duly sworn, on my oath, affirm as follows:

1. (Company name/Contractor) Lappe Cement Finishing, Inc. is enrolled in and will continue to participate in a federal work authorization program in respect to the employees that will work in connection with the contracted services related to (Project Name) Cape Concrete Street Repair 2025 for the duration of the contract in accordance with RSMo Chapter 258.530(2).
2. I also affirm that (Company Name/Contractor) Lappe Cement Finishing, Inc. does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to (Project Name) Cape Concrete Street Repair the duration of the contract.
3. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

FURTHER AFFIANT SAITH NOT.

IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

Lappe Cement Finishing, Inc.
(Name of Corporation)

BY: Randy Lappe , President
(Name of Officer of Corporation and Title)

ATTEST:

Alex Lappe
Secretary

(SEAL OF CORPORATION)

STATE OF MISSOURI

)
) ss.
)

COUNTY OF CAPE GIRARDEAU

On this 5th day of May, 2025, before me appeared Randy Lappe to me personally known, who, being by me duly sworn, did say that he/she is the President of Lappe Cement Finishing, Inc, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

Melissa L. Hayden
Notary Public

My Commission Expires:

May 1st, 2028





Company ID Number: 189854

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Lappe Cement Finishing, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 189854

Approved by:

Employer Lappe Cement Finishing, Inc.	
Name (Please Type or Print) Randy J Lappe	Title
Signature Electronically Signed	Date 02/12/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/12/2009

BIDDER'S QUALIFICATION STATEMENT

Business Name: LAPPE CEMENT FINISHING, INC.
Address: 2710 County Road 413 * Friedheim, MO 63747
Phone Number: (573) 547-5713
Federal ID Number: 43-1168974
State of Incorporation: MISSOURI
Date of Qualification to do Business: MARCH 26TH, 1979

Projects Completed:

1. **Bloomfield Road Phase V, No. 6158 - \$2,697,491.33**
City of Cape Girardeau
401 Independence St.
Cape Girardeau, MO 63703 (573) 339-6327 **Completed: 3/20/2019**
2. **Morehouse Water System Improvements - \$1,866,882.90**
City of Morehouse
506B E. Beech St
Morehouse, MO 63868 (573) 667-5251 **Completed: 01/15/2020**
3. **Sycamore Road Improvements - \$1,365,102.76**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 **Completed: 8/13/2020**
4. **MODOT – Contract ID: 190215-H01 – Hwy 25- Stoddard County - \$390,154.80**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 **Completed: 5/8/2020**
*Subcontracted by: Emery Sapp * 2301 I-70 Drive NW * Columbia, MO 65202*
5. **East Main & Shawnee Blvd. Roundabout - \$762,042.22**
City of Jackson
101 Court Street
Jackson, MO 63755 (573) 243-2300 **Completed: 6/30/2020**
6. **2020 Street Improvements - Perryville - \$785,474.49**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 **Completed: 11/26/2020**
7. **Fifth Street Improvements – TAP-2600(612) - \$685,639.50**
City of Festus ~ c/o Cochran Engineering
711 West Main Street
Festus, MO 63028 (314) 842-4033 **Completed: 7/8/2021**

8. **Desloge State Street Improvements - \$1,914,465.84**
City of Desloge
300 North Lincoln
Desloge, MO 63601 (573) 431-3700 Completed: 11/18/2021
9. **2021 Street Improvements - Perryville - \$924,043.20**
City of Perryville ~ c/o Baer Engineering
215 West Street
Perryville, MO 63775 (573) 547-2310 Completed: 3/21/2022
10. **MODOT – Contract ID: 210219-H02 - Stoddard County - \$1,476,124.21**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 Completed: 01/31/2022
11. **Northeast Outfall Sewer Replacement Project – Phase II - \$1,202,737.60**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 Completed: 11/23/2022
12. **Ranken Technical School - \$500,739.00**
City of Perryville
215 N. West Street
Perryville, MO 63775 (573) 547-2594 Completed: 4/28/2023
*Subcontracted by: RIHC * 2411 Walters Dr. * Perryville, MO 63775*
13. **Reconstruction of Baker Lane - \$248,721.70**
City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512 Completed: 5/31/2022
14. **MODOT – Contract ID: 220415-H06 – Perry County - \$1,583,521.50**
MO Dept. of Transportation
198 Hwy Y
Jackson, MO 63755 (573) 243- 0899 Completed: 10/11/2022
15. **Sprigg Street Improvements - \$1,053,715.85**
City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327 Completed: 09/22/2022
16. **2022 Asphalt Overlays - \$463,710.66**
City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327 Completed: 06/19/2023
*Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702*
17. **2022 Cape Street Patches - \$1,208,840.32**
City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, MO 63701 (573) 339-6327 Completed: 04/13/2023

18. **2022 Street Improvements – N. Moulton Street - \$679,062.59**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 Completed: 04/14/2023
19. **Perryville Fire Station - \$125,404.00**
City of Perryville ~ c/o Baer Engineering
215 N. West Street
Perryville, MO 63775 (573) 547-2310 Completed: 03/13/2023
*Subcontracted by: Zoellner Const. * 2015 S. Perryville Blvd. * Perryville, MO 63775*
20. **MODOT – Contract ID: 220819-H04 – Dunklin Co. - \$278,933.90**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 Completed: 04/12/2023
*Subcontracted by: Pace Construction Co. * 1620 Woodson Road * St. Louis, MO 63368*
21. **MODOT – Contract ID: 221021-H01 – Butler Co. - \$448,281.40**
MO Dept. of Transportation
282 CR 523
Poplar Bluff, MO 63901 (573) 840-9781 Completed: 05/16/2023
*Subcontracted by: Pace Construction Co. * 1620 Woodson Road * St. Louis, MO 63368*
22. **Chick-Fil-A Restaurant P. Lot – Cape Girardeau - \$595,024.51**
Chick-Fil-A
3333 Gordonville Rd.
Cape Girardeau, MO (815) 568-1880 Completed: 04/28/23
*Subcontracted by: Gallant Bldg. Solutions * 345 Memorial Dr. * Crystal Lake, IL 60014*
23. **Larcel Drive - \$484,484.00**
City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512 Completed: 9/7/2023
24. **Shared Use Path – Phase II - \$635,312.54**
City of Perryville
215 N. West Street
Perryville, MO 63775 (573) 547-2594 Completed: 10/27/2023
25. **2023 Sikeston Street Improvements - \$278,078.00**
City of Sikeston
105 East Center Street
Sikeston, MO 63801 (573) 471-2512 Completed: 6/19/2023
*Subcontracted by: ASA Asphalt * PO Box 637 * Cape Girardeau, MO 63702*

26. 2023 Asphalt Overlay - \$161,029.11

City of Cape Girardeau

44 N. Lorimier

Cape Girardeau, MO 63701 (573) 339-6327

Completed: 3/21/2024

*Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702*

27. 2023 Fredericktown Waterline Replacement - \$492,112.00

City of Fredericktown – c/o Baer Engineering – (573) 547-2310

124 W. Main St.

Fredericktown, MO 63645

Completed: 4/24/2024

28. TAP-1501(020) – Pedestrian Walkway & Kingshighway Intersection Improvements - \$535,079.88

City of Cape Girardeau

44 N. Lorimier

Cape Girardeau, MO 63701 (573) 339-6327

Completed: 12/12/2023

29. Outer Road Improvements Program - \$1,181,616.34

City of Sikeston

105 East Center Street

Sikeston, MO 63801 (573) 471-2512

Completed: 5/28/2024

30. MODOT – Contract ID: 230616-H02 – Cape Girardeau Co. - \$239,499.37

MO Dept. of Transportation

105 W. Capitol

Jefferson City, MO 65102

Completed: 1/3/2025

*Subcontracted by: Pace Construction Co. *1620 Woodson Road * St. Louis, MO 63368*

31. MODOT – Contract ID: 230317-H03 – Dunklin & New Madrid Co. - \$447,118.70

MO Dept. of Transportation

282 CR 523

Poplar Bluff, MO 63901 (573) 840-9781

Completed: 7/1/2024

*Subcontracted by: APEX Paving Co. * PO Box 637 * Cape Girardeau, MO 63702*

32. Perryville Joint Justice Center - \$750,045.25

City of Perryville ~ c/o Baer Engineering

216 N. West Street

Perryville, MO 63775 (573) 547-2310

Completed: 1/2/2025

*Subcontracted by: Zoellner Const. * 2015 S. Perryville Blvd. * Perryville, MO 63775*

33. 2023 Concrete Street Repair - \$1,478,109.54

City of Cape Girardeau

44 N. Lorimier

Cape Girardeau, MO 63701 (573) 339-6327

Completed: 10/21/2024

34. 2024 Asphalt Overlays - \$613,698.08

City of Cape Girardeau

44 N. Lorimier

Cape Girardeau, MO 63701 (573) 339-6327

Completed: 9/11/2024

SCOPE OF WORK FOR ALL PROJECTS COMPLETED AS REFERENCES: STREET
RECONSTRUCTION, NEW CONSTRUCTION, WATER LINES & STORM SEWER
INSTALLATION AND/OR OTHER MISCELLANEOUS CONCRETE REPAIRS.

Financial Statement can be provided if Lappe Cement Finishing, Inc. is the apparent low
bidder.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Pursuant to RSMo. §34.600, a public entity shall not enter into a contract to acquire or dispose of services, supplies, information technology, or construction valued at \$100,000 or more, or with a contractor having ten or more employees, unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or

Persons or entities doing business in the State of Israel;

For a definition of the term "boycott", please refer to RSMo. §34.600.3. A copy of the statute is attached.

By signing below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above.

IN AFFIRMATION THEREOF, the undersigned states that the facts stated above are true and correct, and that he/she understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.

Lappe Cement Finishing, Inc.
(Name of Corporation)

By: Ra Zapp, President
(Name of Officer of Corporation and Title)

ATTEST:

Alex Zappe
Secretary (or other officer)

(SEAL OF CORPORATION)



STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

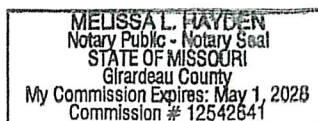
On this 5th day of May, 2020²⁵, before me appeared Randy Lappe,
to me personally known, who, being by me duly sworn, did say that he/she is the President
of Lappe Cement Finishing, a Missouri Corporation, and that the seal affixed to the
foregoing instrument is the seal of said Corporation, and that the said instrument was signed and
sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged
said instrument to be the free act and deed of said Corporation.

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

Melissa L. Hayden
Notary Public

My Commission Expires:

May 1st, 2028





UNITED FIRE & CASUALTY COMPANY

118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we

LAPPE CEMENT FINISHING, INC.

2710 COUNTY ROAD 413, FRIEDHEIM, MO 637477468

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Cape Girardeau

44 N Lorimier Street, Cape Girardeau, MO 63701

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount

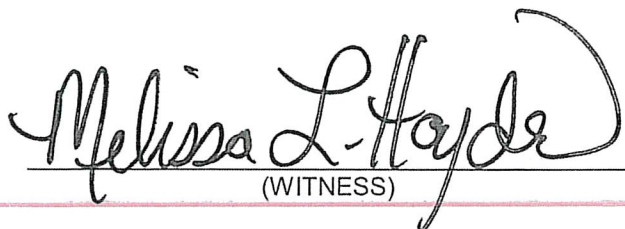
Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Concrete Street Repair 2025

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

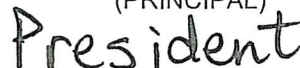
Signed and sealed this 29th day of April, 2025.


(WITNESS)


(WITNESS)

LAPPE CEMENT FINISHING, INC.

By  (Seal)
(PRINCIPAL)


(TITLE)

UNITED FIRE & CASUALTY COMPANY
(SURETY)

By 
(ATTORNEY-IN-FACT)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Bond No.:
 Obligor:

City of Cape Girardeau 44 N Lorimier Street, Cape
 Girardeau, MO 63701

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

RACHEL NASH, JULIA NELSON, TERINA DILLAHAY, NATASHA UHL, RACHEL EMMENDORFER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire August 28th, 2025 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of April, 2025



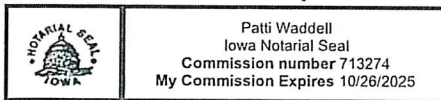
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 29th day of April, 2025 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell

Notary Public

My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 29th day of April, 2025.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401

John R. Ashcroft Secretary of State
2023-2024 BIENNIAL REGISTRATION REPORT
BUSINESS

00208985
Date Filed: 4/27/2023
John R. Ashcroft
Missouri Secretary of State

☒ I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 7/31/2023

00208985

LAPPE CEMENT FINISHING, INC.
RANDY J LAPPE
2710 COUNTY ROAD 413
FRIEHEIM MO 63747

RENEWAL MONTH:

APRIL

☐ I OPT TO CHANGE THE CORPORATION'S
RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

2710 County Road 413 (Required)

STREET

Friedheim MO 63747-7468

CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

☐ The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW
REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

☐ The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).

MUST LIST PRESIDENT AND SECRETARY BELOW

PRESIDENT

Lappe, Randy Joseph
2710 County Road 413

STREET

CITY/STATE/ZIP

Friedheim MO 63747

SECRETARY

Lappe, Alexander Joseph
1286 PCR 630

STREET

CITY/STATE/ZIP

Perryville MO 63775

TREASURER

Schuchart, Daniel R. Jr.
17912 County Road 527

STREET

CITY/STATE/ZIP

Bloomfield MO 63825

STREET

CITY/STATE/ZIP

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

BOARD OF DIRECTORS

NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE).

MUST LIST AT LEAST ONE DIRECTOR BELOW

NAME

Lappe, Randy Joseph
2710 County Road 413

STREET

CITY/STATE/ZIP

Friedheim MO 63747

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

NAME

STREET

CITY/STATE/ZIP

The undersigned understands that false statements made in this report are punishable for the crime of making a false
declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable.

Authorized party or officer sign here

RANDY JOSEPH LAPPE

(Required)

Please print name and title of signer:

RANDY JOSEPH LAPPE

NAME

President

TITLE

REGISTRATION REPORT FEE IS:

☒ \$40.00 If filed on or before 7/31/2023 pd.

☐ \$55.00 If filed on or before 8/31/2023

☐ \$70.00 If filed on or before 9/30/2023

☐ \$85.00 If filed on or before 10/31/2023

ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW
IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION
PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): lappecement@ccilink.net

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102

* Good for 2 yrs *

CITY of CAPE GIRARDEAU

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The contractor hereby certifies to the best of its knowledge and belief and that it and its principals and its subcontractors and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State or Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this contractor or termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years or both.

Randy Lappe, President
Typed Name & Title of Authorized Representative

Randy Lappe
Signature of Authorized Representative

5/6/25
Date

☐ I am unable to certify to the above statement. My explanation is attached.

Product List

Export X

⚠ This price list is a read-only version

#	A: Description	B: Quantity	C: Unit	D: Unit Price	E: Total
1	REMOVE AND REPLACE CONCRETE STREET	109,406.00	S.F.	\$ 9.00	984,654
2	REMOVE AND REPLACE CONCRETE DRIVEWAY	8,350.00	S.F.	\$ 8.70	72,645
3	REMOVE AND REPLACE CONCRETE SIDEWALK	23,759.00	S.F.	\$ 8.30	197,199.7
4	ADA RAMPS	8.00	EACH	\$ 2,200.00	17,600
5	STORM INLET LID REPLACEMENT	9.00	EACH	\$ 1,250.00	11,250
6	STORM INLET LID ADJUSTMENT	3.00	EACH	\$ 650.00	1,950
7	TEMPORARY TRAFFIC CONTROL	1.00	L.S.	\$ 15,000.00	15,000
8	TEMPORARY EROSION CONTROL	1.00	L.S.	\$ 4,700.00	4,700
9	POP-UP DRAINS	3.00	EACH	\$ 200.00	600
10	4" WHITE STRIPING	20.00	L.F.	\$ 10.00	200
11	RELOCATE TRAFFIC SIGNAGE	21.00	EACH	\$ 200.00	4,200
					\$ 1,309,998.70

Close

ADDENDUM One

1.1 PROJECT INFORMATION

- A. Project Name: 2024 Asphalt Overlay Program
- B. Owner: The City of Cape Girardeau, Missouri.
- C. Owner Project Number: 6283
- D. Engineer: City of Cape Girardeau
- E. Date of Addendum: ***March 22nd, 2024***

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and any previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on page 1 of the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum; bids are due at same time and location as given in the Notice to Bid.

1.3 GENERAL

- A. This Addendum provides questions, answers, and clarifications as a result of the mandatory Pre Bid Meeting held March 20th, 2024.

1.4 ATTACHMENTS

- A. Attached please find the 2024 AOP – Pre-Bid Sign-In Sheet.

1.5 REVISIONS TO PREVIOUS ADDENDA

A. NONE.

1.6 REVISIONS TO PROJECT MANUAL

A. NONE.

1.7 REVISIONS TO DRAWING SHEETS

A. NONE.

1.8 PRE BID MEETING COMMENTS AND CLARIFICATIONS

A. The project completion date is Oct. 25th, 2024.

B. Questions are due by noon on March 22nd, 2024 and the Addendum will be sent out through the E-Procurement website.

C. Bid opening is on March 26th, 2024 at 10:00 am local time in the Hub Conference Room at City Hall located on 44 N. Lorimier Street. The Bid opening is public and contractors are welcome to attend in person if interested.

1.9 PRE BID MEETING QUESTIONS AND ANSWERS

A. Question; -- What will be established in place of the driveways being removed?

Answer; -- This will involve bringing the driveways in the area up to code. Where the driveway is removed, green area and sidewalk could be established depending on what is adjacent.

B. Question; -- Will this project involve paint striping?

Answer; -- No, it will not.

C. Question; -- Will the gutter be covered?

Answer; -- The gutter will be replaced in the same form it was before in attempt to keep it to a uniform look.

D. Question; -- What trees are to be removed?

Answer; -- Trees that are creating an issue for the sidewalk and are within the right of way will be removed. If there is uncertainty if the tree should be removed, the tree board will be contacted.

E. Question; -- What is expected to adjust the manholes?

Answer; -- A 6x6 concrete patch reinforced with steel can be used or riser rings as shown in the original specifications. Both are acceptable.

1.10 WRITTEN QUESTIONS AND ANSWERS

A. Question; -- Is there a specific bid bond form the city requires?

Answer; -- The City does not have a specific bid bond form. The form provided by your bonding company is sufficient.

B. Question; -- Where can I find or receive a copy of the APL?

Answer; -- Specific items on the APL can be requested from the project manager. If a product is not on the APL, a submittal shall be submitted for review and approval.

There are no other changes to the contract documents in this addendum.

END OF ADDENDUM One

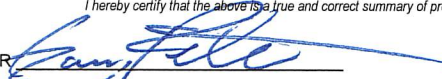
BID OPENING

DATE: XX, 2025
TIME: 10:00 AM
PLACE: ONLINE VIA MERCELL

SUMMARY OF PROPOSALS RECEIVED FOR:

Concrete Street Repair 2025

COMPUTED BY: TS

				ENGINEER'S ESTIMATE		Fronabarger Concreters		Lappe Cement	
								LOWEST BIDDER	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Item Description								
1	Remove and Replace Concrete Street	SF	109406.01	\$9.84	\$1,076,555.14	\$9.5000	\$1,039,357.10	\$9.00	\$984,654.09
2	Remove and Replace Concrete Driveways	SF	8349.02	\$10.20	\$85,160.00	\$10.0000	\$83,490.20	\$8.70	\$72,636.47
3	Remove and Replace Concrete Sidewalk	SF	23759.84	\$9.90	\$235,222.42	\$9.2500	\$219,778.52	\$8.30	\$197,206.67
4	ADA Ramp	Each	8.00	\$2,400.00	\$19,200.00	\$2,000.0000	\$16,000.00	\$2,200.00	\$17,600.00
5	Storm Inlet Lid Replacement	Each	9.00	\$1,500.00	\$13,500.00	\$1,200.0000	\$10,800.00	\$1,250.00	\$11,250.00
6	Storm Inlet Adjustment	Each	3.00	\$625.00	\$1,875.00	\$1,500.0000	\$4,500.00	\$650.00	\$1,950.00
7	Temporary Traffic Control	LS	1.00	\$21,600.00	\$21,600.00	\$18,000.0000	\$18,000.00	\$15,000.00	\$15,000.00
8	Temporary Erosion Control	LS	1.00	\$6,000.00	\$6,000.00	\$5,000.0000	\$5,000.00	\$4,700.00	\$4,700.00
9	Pop Up Drains	Each	3.00	\$300.00	\$900.00	\$450.0000	\$1,350.00	\$200.00	\$600.00
10	4" White Striping	LF	20.00	\$3.60	\$72.00	\$10.0000	\$200.00	\$10.00	\$200.00
11	Relocate Traffic Signage	Each	21.00	\$250.00	\$5,250.00	\$225.0000	\$4,725.00	\$200.00	\$4,200.00
	Total Bid						\$0.00		
<div>AMOUNT OF PROPOSAL GUARANTEE SURETY</div> <div>I hereby certify that the above is a true and correct summary of proposals received</div> <div>PROJECT MANAGER </div>				\$1,465,334.56	CORRECTED	\$1,403,200.82	CORRECTED	\$1,309,997.23	
						5%		5%	
								United Fire & Casualty Company	

Staff: Jake Garrard, PE, City Engineer

AGENDA REPORT
Cape Girardeau City Council

25-XXX

SUBJECT

Motion to accept the water main extension improvements to serve 151 S Mt Auburn Road.

EXECUTIVE SUMMARY

BACKGROUND/DISCUSSION

Public fire main extension improvements constructed to serve 151 S Mt Auburn Road are as follows:

WATER MAIN

- 8" PVC C900 Fire Main Extension - 1024 LF
- Fire Hydrant - 3 Each

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

FINANCIAL IMPACT

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

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

[illegible]

RECORD DRAWINGS FOR
MIDAMERICA HOTELS CORPORATION
151 S. MOUNT AUBURN RD., CAPE GIRARDEAU, MISSOURI, 63701
(PHASE II)
C/O: PAUL JAMES, MIDAMERICA HOTELS CORPORATION
4072 STATE HIGHWAY K
CAPE GIRARDEAU, MISSOURI 63701

SHEET INDEX

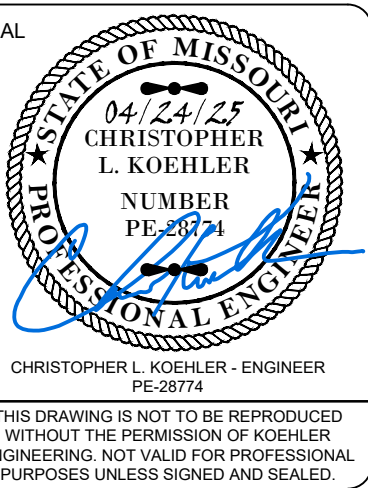
C0.1	COVER SHEET, SHEET INDEX
C2.1	AS-BUILT CIVIL SITE PLAN
C3.1	AS-BUILT STORM LINE 1 PLAN & PROFILES
C3.2	AS-BUILT STORM LINE 2 PLAN AND PROFILE
C3.3	AS-BUILT STORM LINE 3 PLAN AND PROFILE
C3.4	AS-BUILT WATER LINE 1 PLAN AND PROFILE
C3.5	AS-BUILT WATER LINE 2 PLAN AND PROFILE (1 OF 2)
C3.6	AS-BUILT WATER LINE 2 PLAN AND PROFILE (2 OF 2)

UTILITY CONTACTS

1. ELECTRIC SERVICE
AMEREN
45 SOUTH MINNESOTA
P.O. BOX 40
CAPE GIRARDEAU, MO 63702
RAY PEREZ
(573) 651-5723
2. NATURAL GAS
AMEREN
P.O. BOX 40
CAPE GIRARDEAU, MO 63702
JOSH BEUSINK
(573) 651-5730
3. TELEPHONE SERVICES
AT&T
800 BROADWAY
CAPE GIRARDEAU, MO 63701
SCOTT MILLER
(573) 382-3851
4. POTABLE WATER SYSTEM
ALLIANCE WATER RESOURCES
P.O. BOX 1809
CAPE GIRARDEAU, MO 63703
J.L. RINGMS
(573) 339-6609
5. THE CITY OF CAPE GIRARDEAU
PUBLIC WORKS DEPARTMENT
2007 SOUTHERN EXPRESSWAY
CAPE GIRARDEAU, MO 63703
CASEY BRUNCE
(573) 339-6351
6. CABLE TELEVISION SERVICE
CHARTER COMMUNICATIONS
3140 WEST NASH ROAD
SCOTT CITY, MO 63780
MR. CHRIS THURMAN
CHRISTOPHER.THURMAN@CHARTER.COM
(573) 218-4627



PURSUANT TO FEDERAL, STATE, AND LOCAL STATUTES, NOTIFY MISSOURI ONE-CALL SYSTEM, INC. AT LEAST 48 HOURS PRIOR TO ANY DIGGING, TRENCHING, EXCAVATION, ETC.

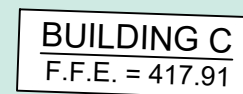
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COVER SHEET, GENERAL NOTES, SHEET INDEX	
LS PJCT NO. 38223	OWNR PJCT NO.
SIGNED BY RK	
DRAWN BY SD	SHEET NO.
CHECKED BY CK	C0.1
DATE 04.24.2025	





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



BUILDING A
F.F.E. = 420.90



AS-BUILT STORM SEWER PIPE SCHEDULE						
PIPE NAME	SIZE	TYPE	LENGTH	SLOPE	DOWNSTREAM FL	UPSTREAM FL
EX-1	15"	HDPE PIPE (EXISTING)	36.1 LF	0.81%	412.10	412.41
STS 1-1	15"	HDPE PIPE	48.1 LF	0.63%	412.51	412.80
STS 1-2	15"	HDPE PIPE	51.4 LF	0.16%	412.90	412.98
STS 2-1	24"	HDPE PIPE	10.1 LF	0.60%	409.63	409.69
STS 2-2	24"	HDPE PIPE	80.5 LF	0.78%	409.79	410.42
STS 2-3	18"	HDPE PIPE	182.0 LF	2.12%	410.52	414.38
STS 2-4	15"	HDPE PIPE	21.0 LF	2.76%	414.48	415.06
STS 3-1	15"	HDPE PIPE	133.1 LF	2.34%	414.48	417.59
STS 3-2	15"	HDPE PIPE	19.6 LF	0.87%	417.49	417.66

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

[illegible]

AS-BUILT STORM LINE
PLAN & PROFILE

KELS PJCT NO.	OWNR PJCT NO.
38223	

DESIGNED BY	
	RK

DRAWN BY	SHEET NO.
SD	

CHECKED BY _____
DATE _____ CK C3.3

DATE	04.24.2025
------	------------

Staff: Jake Garrard, PE, City Engineer

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

An Ordinance accepting a Permanent Access Easement from the Keenan Trust at 5900 Dalhousie Drive and from the Ponder Trust at 5918 Dalhousie Drive in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Access Easement from the Keenan Trust at 5900 Dalhousie Drive and from the Ponder Trust at 5918 Dalhousie Drive in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

Wastewater Treatment plant manager, Todd Fulton, noted the need for an access road to be built to maintain access to a sewer lift station behind 5900 and 5918 Dalhousie Drive. This would require a permanent access easement. The easement would allow the City access to and from the lift station to perform maintenance or carry out repairs as needed. The easement is ten feet wide at the southernmost line. Starting from the southwest corner the easement extends two hundred fifteen feet north then turns at a right angle to the west, extending thirty-six feet then turns at a right angle to the north to extend twenty feet then turning east at a right angle to extend sixty feet then turns at a right angle to the south and extends two hundred thirty-five feet to connect to the southernmost ten foot wide line. Both property owners have been engaged in conversation and agreed upon the necessity of the road. Todd Fulton consulted both property owners on potential start times, location, style and material of the road in effort to garner their approval. Both property owners have signed the requested easement paperwork.

FINANCIAL IMPACT

The City will elect to pay for the recording fees for the easement paperwork. The easements were donated by the property owners.

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 Utility 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

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

BILL NO. 25-60

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING PERMANENT ACCESS
EASEMENTS FROM VARIOUS PROPERTY OWNERS FOR A
ROAD TO SERVICE DALHOUSIE SEWER LIFT STATION #4

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, Permanent Access Easements from
various property owners, in the City of Cape Girardeau,
Missouri, described as follows:

Tract 1 - 5900 Dalhousie Drive - Scott A. Keenan Revocable
Trust dated April 24, 2013

A PERMANENT ACCESS EASEMENT, DESCRIBED AS FOLLOWS:

All that part of Lot C7 of the Highlands at Dalhousie,
a subdivision recorded in the land records of Cape
Girardeau County in Plat Book 22, at Page 34 and being
more particularly described as follows:

Begin at the Southeast corner of said Lot C7, said
corner being on the South line of Lot C7 and the North
Right of Way line of Dalhousie Drive; thence in a
Northwesterly direction along said Right of Way line,
N 60° 08' 30" W, 10 feet; thence leaving said Right of
Way and South line of Lot C7 in a Northeasterly
direction, N 26° 07' 58" E, 215.45 feet; thence in a
Northwesterly direction, parallel to the rear Lot Line
of said Lot C7, N 60° 08' 30" W, 36 feet; thence in a
Northeasterly direction, parallel to the Eastern Lot
line of Lot C7, N 29° 51' 30" E, 20 feet to a point in
the rear lot line of Lot C7; thence in a Southeasterly
direction along the rear lot line of Lot C7, S 60° 08'
30" E, 60 feet to the Northeast corner of said Lot C7;
thence in a Southwesterly direction with the East Lot
line of Lot C7, S 29° 51' 30" W, 235 feet to the point
of beginning, containing 4,855 square feet more or
less.

Tract 2 - 5918 Dalhousie Drive - The Ponder Qualified
Spousal Trust dated October 30, 2018

A PERMANENT ACCESS EASEMENT, DESCRIBED AS FOLLOWS:

All that part of Lot C6 of the Highlands at Dalhousie, a subdivision recorded in the land records of Cape Girardeau County in Plat Book 22, at Page 34 and being more particularly described as follows:

Begin at the Southwest corner of said Lot C6, said corner being on the South line of Lot C6 and the North Right of Way line of Dalhousie Drive; thence leaving said Southwest corner in a Northeasterly direction along the Western line of Lot C6, N 29° 51' 30" E, 150 feet; thence S 26° 02' 39" W, 150.33 feet to a point on the South line of Lot C6; thence in a Northwesterly direction along the South line of said Lot C6, N 60° 08' 30" W, 10 feet to the point of beginning, containing 750 square feet more or less.

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:

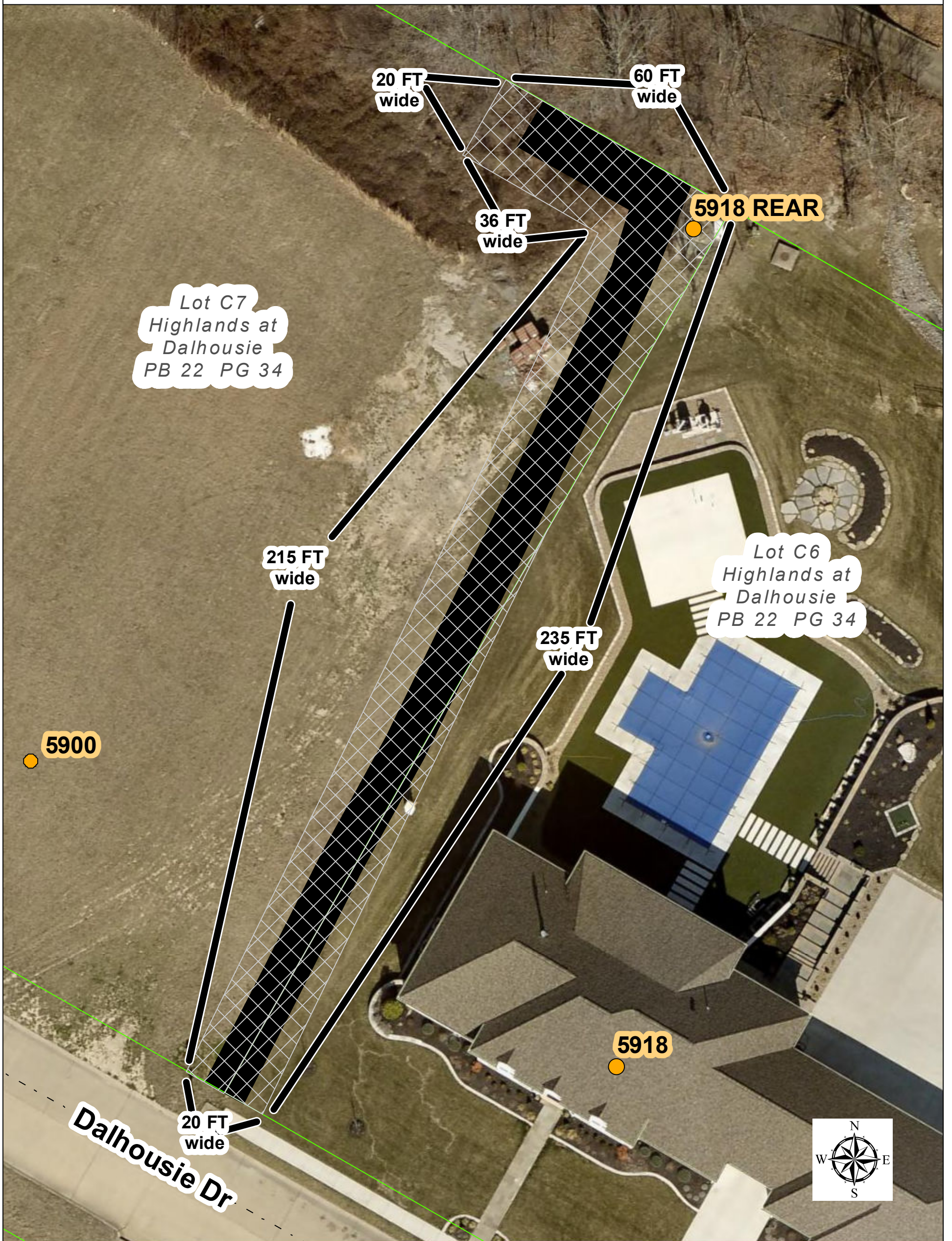
Gayle L. Conrad, City Clerk





CITY of CAPE
GIRARDEAU

Access Easements from 5900 & 5918 Dalhousie Dr to reach City Sewer Lift Station located at 5918-Rear Dalhousie Dr



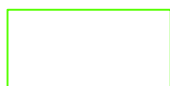
Access Easement



Cape City
Addresses



10-12 Ft wide
City Driveway



Parcel

LEGEND

0 10 20 Feet

1:260

Date: 10/20/2024

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.

PERMANENT ACCESS EASEMENT

5918 Dalhousie Drive

KNOW ALL PERSONS BY THESE PRESENTS: **Michael J. Ponder and Connie P. Ponder, Trustees of The Ponder Qualified Spousal Trust dated October 30, 2018**, of the County of Cape Girardeau, in the State of Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU**, Missouri, a Municipal Corporation of the State of Missouri, a permanent access easement for a driveway, on, over and across the following described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

All that part of Lot C6 of the Highlands at Dalhousie, a subdivision recorded in the land records of Cape Girardeau County in Plat Book 22, at Page 34 and being more particularly described as follows:

Begin at the Southwest corner of said Lot C6, said corner being on the South line of Lot C6 and the North Right of Way line of Dalhousie Drive; thence leaving said Southwest corner in a Northeasterly direction along the Western line of Lot C6, N 29° 51' 30" E, 150 feet; thence S 26° 02' 39" W, 150.33 ft to a point on the South line of Lot C6; thence in a Northwesterly direction along the South line of said Lot C6, N 60° 08' 30" W, 10 feet to the point of beginning, containing 750 square feet more or less.

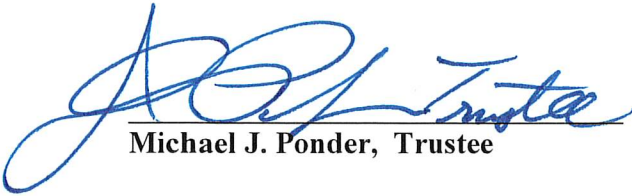
Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of allowing the excavation, construction, maintenance, repair, replacement, operation and extension of a driveway on, over and across the above described property, and for the purpose of allowing the City of Cape Girardeau, its agents, servants or their assigns access via said driveway on, over and across the above described property to access a Sewer Lift Station located at the rear of the property now known as 5918 Dalhousie Drive, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said access easement is perpetual and shall run with the land.

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

(Continued on following page)

IN WITNESS WHEREOF, the undersigned has executed this easement on this 24th day of January, 2025.

Michael J. Ponder and Connie P. Ponder, Trustees of The Ponder Qualified Spousal Trust dated October 30, 2018

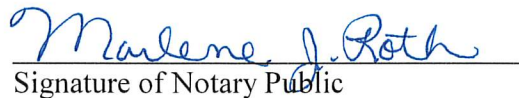

Michael J. Ponder, Trustee


Connie P. Ponder, Trustee

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

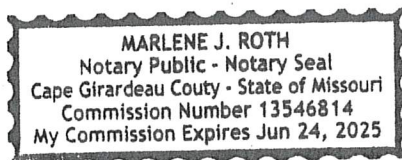
On this 24th day of January, 2025, before me the undersigned notary public, personally appeared **Michael J. Ponder and Connie P. Ponder, Trustees of The Ponder Qualified Spousal Trust dated October 30, 2018** known by me to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said Trust for the purposes therein stated.

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


Signature of Notary Public


Printed Name

My Commission Expires: 6-24-2025





**CITY of CAPE
GIRARDEAU**

Access Easement 5918 Dalhousie Dr

Lot C7
Highlands at
Dalhousie
PB 22 PG 34

Lot C6
Highlands at
Dalhousie
PB 22 PG 34

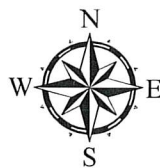
5900

5918

5918 REAR

N 29° 51' 30" E, 150 Ft
S 26° 02' 39" W, 150.33 Ft

N 60° 08' 30" W, 10 Ft
Dalhousie Dr



LEGEND



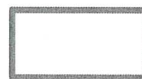
Access Easement



10-12 Ft wide
City Driveway



Cape City Addresses



Parcel

0 10 20 Feet

1:323

Date: 10/20/2024

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.

PERMANENT ACCESS EASEMENT

5900 Dalhousie Drive

KNOW ALL PERSONS BY THESE PRESENTS: **Scott A. Keenan, Trustee of the Scott A. Keenan Revocable Trust dated April 24, 2013**, of the County of Cape Girardeau, in the State of Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey to the **CITY OF CAPE GIRARDEAU**, Missouri, a Municipal Corporation of the State of Missouri, a permanent access easement for a driveway, on, over and across the following described property, which is solely owned by the undersigned and located in the City and County of Cape Girardeau, State of Missouri, to wit:

All that part of Lot C7 of the Highlands at Dalhousie, a subdivision recorded in the land records of Cape Girardeau County in Plat Book 22, at Page 34 and being more particularly described as follows:

Begin at the Southeast corner of said Lot C7, said corner being on the South line of Lot C7 and the North Right of Way line of Dalhousie Drive; thence in a Northwesterly direction along said Right of Way line, N 60° 08' 30" W, 10 feet; thence leaving said Right of Way and South line of Lot C7 in a Northeasterly direction, N 26° 07' 58" E, 215.45 feet; thence in a Northwesterly direction, parallel to the rear Lot Line of said Lot C7, N 60° 08' 30" W, 36 feet; thence in a Northeasterly direction, parallel to the Eastern Lot line of Lot C7, N 29° 51' 30" E, 20 feet to a point in the rear lot line of Lot C7; thence in a Southeasterly direction along the rear lot line of Lot C7, S 60° 08' 30" E, 60 feet to the Northeast corner of said Lot C7; thence in a Southwesterly direction with the East Lot line of Lot C7, S 29° 51' 30" W, 235 feet to the point of beginning, containing 4,855 square feet more or less.

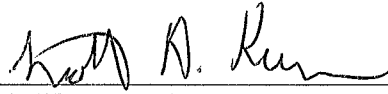
Said right, privilege, permission and authority to enter in and upon said property above described is granted for the purpose of allowing the excavation, construction, maintenance, repair, replacement, operation and extension of a driveway on, over and across the above described property, and for the purpose of allowing the City of Cape Girardeau, its agents, servants or their assigns access via said driveway on, over and across the above described property to access a Sewer Lift Station located at the rear of the property now known as 5900 Dalhousie Drive, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith. Furthermore, said access easement is perpetual and shall run with the land.

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

(Continued on following page)

IN WITNESS WHEREOF, the undersigned has executed this easement on this 1st day of May, 2025.

Scott A. Keenan Revocable Trust dated April 24, 2013




Scott A. Keenan, Trustee

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

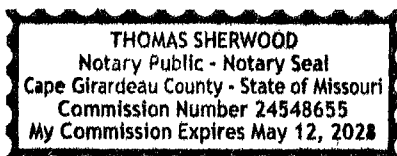
On this 1st day of May, 2025, before me the undersigned notary public, personally appeared **Scott A. Keenan, Trustee of the Scott A. Keenan Revocable Trust dated April 24, 2013** known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said Trust for the purposes therein stated.

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


Signature of Notary Public

THOMAS SHERWOOD
Printed Name

My Commission Expires:





**CITY of CAPE
GIRARDEAU**

**Access Easement
5900 Dalhousie Dr**

*Lot C7
Highlands at
Dalhousie
PB 22 PG 34*

*Lot C6
Highlands at
Dalhousie
PB 22 PG 34*

5900

5918



LEGEND



Access Easement



**10-12 Ft wide
City Driveway**



Cape City Addresses



Parcel

0 10 20 Feet

1:323

Date: 10/20/2024

Created by: Development Services
Teresa Heffner, Alliance Water Resources
Data Source(s):
City of Cape Girardeau Government, MO

CITY of CAPE GIRARDEAU
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Girardeau are to be used for visual aid only
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These layers are not to be used for any
engineering or design purpose.

Dalhousie Dr
N 60° 08' 30" W, 10 Ft

N 29° 51' 30" E,
20 Ft

N 60° 08' 30" W,
36 Ft

S 60° 08' 30" E, 60 Ft

5918 REAR

N 26° 07' 58" E, 215.45 Ft

S 29° 51' 30" W, 235 Ft

Staff:

Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Clerk

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Appointments to the Board of Appeals for one term expiring June 4, 2030, one term expiring September 4, 2025, and two alternate terms expiring June 4, 2028, and June 4, 2029.

EXECUTIVE SUMMARY

Craig Milde's term on the Board of Appeals is set to expire June 4, 2025. He has been serving since November of 2015, first as an alternate and then as a full member, and he has expressed interest in being reappointed.

There is one vacant regular position on the Board of Appeals with a term set to expire September 4, 2025.

There are also two vacant alternate positions with terms set to expire June 4, 2028, and June 4, 2029.

A copy of the roster is attached for your review. With the current makeup of the board, an individual from one of the following professions is eligible to serve: contractor/architect, plumber/mechanical engineer, structural engineer, electrical engineer, or fire protection engineer. In addition, if there are no/not enough applications from qualified residents, the qualified applicants from Cape Girardeau County may be considered.

BACKGROUND/DISCUSSION

The International Building Code (as amended by the city) stipulates that the Board shall consist of seven individuals, not more than two from each of the following professions: (1) registered architect, or builder or superintendent of building construction with 10 years experience; (2) registered design professional with structural engineering or architectural experience; (3) registered design professional with mechanical or plumbing engineering experience, or mechanical or plumbing contractor with 10 years experience; (4) registered design professional with electrical engineering experience or an electrical contractor with 10 years experience; (5) registered design professional with fire protection engineering experience or a fire protection contractor with 10 years experience. If no qualified city residents apply for the board, then qualified applicants who are residents of Cape Girardeau County may be considered. In addition, two alternate members may be appointed and shall possess the qualifications required for board membership. Members serve five year terms.

The following individuals are qualified applicants and have expressed an interest in serving on the board; their board applications are attached.

FULL NAME	WARD	CITIZENS ACADEMY GRAD	PROFESSION
Bruce Baker	4	NO	construction contractor

Craig Milde ***	6	NO	registered architect
Alayna Nordstrom	4	NO	structural engineer
Kristen Uhrhan	OUTSIDE	NO	registered architect

*** Incumbent

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Board of Appeals met on May 8 and recommends the following appointments:

Craig Milde - full member, term expiring June 30, 2030

Alayna Nordstrom- full member, term expiring September 4, 2025

Bruce Baker - alternate member, term expiring June 4, 2028

Kristen Uhrhan - alternate member, term expiring June 4, 2029

PUBLIC OUTREACH

BOARD OF APPEALS

5/5/2025 ROSTER

NAME	FIELD	TERM #	APPOINTED	TERM EXPIRES
Blasiney, Robert	Contractor/Electric	2	6/3/2024	6/4/2029
		1	5/20/2019	6/4/2024
		P	1/20/2015	6/4/2019
		ALT	10/6/2014	6/4/2019
Cantrell, Melanie	Structural engineer	3	10/17/2022	6/4/2027
		2	6/5/2017	6/4/2022
		1	6/4/2012	6/4/2017
		P	12/15/2008	6/4/2012
Geringer, Derrick	Contractor	1	6/21/2021	6/4/2026
Milde, Craig	Architect	1	6/1/2020	6/4/2025
		P	11/2/2015	6/4/2020
Sandin, Willie (Duane)	electrical engineer	1	6/3/2024	6/4/2028
		ALT	5/20/2019	6/4/2024
		ALT	1/20/2015	6/4/2019
Strickland, Mark	Mechanical	2	10/17/2022	6/4/2027
		1	6/5/2017	6/4/2022
		P	10/6/2014	6/4/2017
		ALT	6/2/2014	6/2/2019
vacant				9/4/2025
vacant (ALT)				6/4/2029
vacant (ALT)				6/4/2028

P = Partial Term

DESCRIPTION: Reviews ordinances and makes recommendations to the City Council. Reviews disputes in decisions of the Building Official. Board members required to have specialized knowledge in engineering, architecture or building trades in order to address all appeals dealing with building codes and minimum property standards. No more than two from each of the following professions: (1) Registered design professional that is a registered architect; or a builder or superintendent of building construction with at least 10 years experience 5 of which shall have been in responsible charge of work; (2) Registered design professional with structural engineering or architectural experience; (3) Registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with 10 years experience 5 of which shall have been in responsible charge of work; (4) Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years experience 5 of which shall have been in responsible charge of work; (5) Registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years experience 5 of which shall have been in responsible charge of work.

NUMBER OF MEMBERS: 7 (plus 2 alternates)

MEETING TIME: As Needed, Second Thursday of the Month at 7 pm in the Council Chambers

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

RESIDENCY: Members must be residents of the City of Cape Girardeau. However, if no qualified city residents apply, applicants residing within Cape Girardeau County will be considered.

STAFF LIAISON: Doug Weisbrod, Building and Code Enforcement Manager

COUNCIL LIAISON:

BOARD OF APPEALS - ATTENDANCE RECORDS

Meeting Time: As Needed, Second Thursday of the Month at 7 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
					8											
Blasiney, Robert	NM	NM	NM	NM	P											
Cantrell, Melanie	NM	NM	NM	NM	P											
Geringer, Derrick	NM	NM	NM	NM	P											
Milde, Craig	NM	NM	NM	NM	P											
Sandin, Willie (Duane)	NM	NM	NM	NM	A											
Strickland, Mark	NM	NM	NM	NM	P											
alternate																
alternate																
AGENDA RCVD	NM	NM	NM	NM	x											
MINUTES RCVD	NM	NM	NM	NM												

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
Blasiney, Robert	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
Cantrell, Melanie	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
Geringer, Derrick	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
Horrell, Brian	NM															2/12/2024
Milde, Craig	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
Sandin, Willie (Duane)							NM	NM	NM	NM	NM	NM				
Strickland, Mark	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
Sandin, Willie (Duane)(ALT)	NM	NM	NM	NM	NM	NM										
Uhrhan, Kristen (ALT)	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
AGENDA RCVD	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				
MINUTES RCVD	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM	NM				

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMp = Special Meeting Present

SMA = Special Meeting Absent

Staff:

Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Clerk

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

Town Plaza Community Improvement District Adopted Budget for FYE June 30, 2026, and Amended Budget for FYE June 30, 2025.

EXECUTIVE SUMMARY

On April 7, 2025, the Directors of the Town Plaza Community Improvement District approved by Resolution the attached Budget for FYE June 30, 2026, and Amended Budget for FYE June 30, 2025.

BACKGROUND/DISCUSSION

Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City Council, the Missouri Department Revenue, and the Office of Missouri State Auditors. If the District does not receive written comments from the City Council on or before the date that is the later of (a) 60 days prior to the first day of the fiscal year ending June 30, 2025, or (b) 30 days after submission of the budget to the City, the proposed budget shall become the final budget.

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH

RESOLUTION NO. 25-002

A RESOLUTION OF THE TOWN PLAZA COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2025; APPROVING THE PROPOSED BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING JUNE 30, 2026, WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF CAPE GIRARDEAU, MISSOURI, IN COMPLIANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Town Plaza Community Improvement District (the “*District*”) is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District submit its proposed annual budget to the City Council of the City of Cape Girardeau, Missouri (the “*City*”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN PLAZA COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amendment of Budget for Fiscal Year 2025. The budget of the District for the fiscal year ending June 30, 2025, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Approval of Proposed Budget for Fiscal Year 2026. The proposed budget of the District for the fiscal year ending June 30, 2026, is hereby approved as set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

Section 3. Secretary or Assistant Secretary to Forward Proposed Budget to the City. The District’s Secretary or Assistant Secretary or his or her designee shall submit a copy of the proposed budget referenced in Section 2 of this Resolution to the to the City Clerk with a copy to the City Attorney. If the District does not receive written comments from the City Council of the City on or before the date that is the later of (a) 60 days prior to the first day of the fiscal year ending June 30, 2026, or (b) 30 days after submission of the budget to the City, the proposed budget shall become the final budget.

Section 4. District Officers to Execute Resolution. The Chair or Vice Chair of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as

the act and deed of the District and the Secretary or Assistant Secretary of the District is hereby authorized and directed to attest to this Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized officials, officers, representatives, agents and employees of the District in connection with the transactions contemplated by this Resolution are hereby confirmed and approved, and the District shall, and the officials, officers, representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

Passed this 7th day of April, 2025.

I, the undersigned, Chair of the Town Plaza Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on April 7, 2025.



**TOWN PLAZA COMMUNITY IMPROVEMENT
DISTRICT**


Chair, Board of Directors

WITNESS my hand and official seal this 7th day of April, 2025.

ATTEST:



Assistant Secretary, Board of Directors

EXHIBIT A

TOWN PLAZA COMMUNITY IMPROVEMENT DISTRICT

AMENDED BUDGET FOR FISCAL YEAR 2025

AND

PROPOSED BUDGET FOR FISCAL YEAR 2026

Paul B. "Scott" Campbell
Chair/Executive Director/Director

R. Scott Blank
Vice Chair/Director

Jack Ford
Director

Lindell Runnels
Director

Jeffery Campbell
Secretary/Treasurer/Director

Linda AuBuchon
Assistant Secretary

BUDGET MESSAGE BY CHAIR PAUL B. “SCOTT” CAMPBELL

Pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”), the Town Plaza Community Improvement District (the “**District**”) was formed by Ordinance No. 3804 (the “**Ordinance**”) adopted on April 2, 2007 by the City Council of the City of Cape Girardeau, Missouri (the “**City**”).

The Ordinance established the District in accordance with the CID Act for the purpose of undertaking various public improvements identified in the Ordinance (the “**CID Project**”) and financing the CID Project by providing revenues to repay any obligations issued in relation to the CID Project.

On November 20, 2007, in accordance with the CID Act and the Ordinance, the Board of Directors of the District adopted Resolution No. 07-003 imposing a community improvement district sales and use tax at the rate of one percent (1%) (the “**CID Sales Tax**”), which CID Sales Tax became effective on July 1, 2008, following its approval by the qualified voters of the District at an election held in accordance with the CID Act. The CID Sales Tax applies to all receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such CID Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors, nor to public utilities.

Pursuant to Section 67.1545.4 of the CID Act, the director of the Missouri Department of Revenue collects and distributes the CID Sales Tax revenues, less 1% of such revenues to pay its reasonable and actual costs of collection.

Pursuant to the Development Agreement dated August 13, 2007, as amended by the First Amendment to Development Agreement dated as of December 4, 2008 (collectively, the “**Development Agreement**”), by and among the City, the County of Cape Girardeau, Missouri (the “**County**”), the District and Greater Missouri Builders, Inc. (the “**Developer**”), the Developer agreed to undertake the CID Project, the District agreed to pledge, subject to annual appropriation, its CID Revenues (as defined in the Development Agreement) to repayment of the Obligations (as defined in the Development Agreement) issued in connection with the financing of the CID Project and the City and County agreed to pledge, subject to annual appropriation, certain municipal revenues generated within the District to repayment of the Obligations issued by the District in connection with the financing of the CID Project.

On January 13, 2009, the District adopted Resolution No. 09-003, approving and authorizing the issuance of its Taxable Community Improvement Revenue Note, Series 2009, in the aggregate principal amount of not to exceed \$3,600,000 (exclusive of District administrative costs, issuance costs and accrued interest, if any) (the “**Original Notes**”). The Original Notes were secured by a Trust Indenture dated as of December 1, 2009 by and between the District and UMB Bank, N.A., as trustee.

On November 18, 2013, the City Council of the City adopted Ordinance No. 4515, which approved a Petition to Add Real Property to the Town Plaza Community Improvement District and to Amend the Petition for the Creation of a Community Improvement District”, which (a) adjusted the boundaries of the District to add certain real property (the “**Additional CID Project Area**”), (b) authorized the District to finance additional projects (the “**Additional CID Project**”) within the Additional CID Project Area; and (c) extended the duration of the District and its sales and use tax to provide additional revenues to finance the CID Project and the Additional CID Project.

Pursuant to an Amended and Restated Development Agreement dated as of January 2, 2014 (the “**Amended and Restated Development Agreement**”), by and among the City, the County, the District, Clila, L.P. (“**Clila**”) and the Developer, Clila agreed to undertake the Additional CID Project within the Additional

CID Project Area and the District agreed to pledge, subject to annual appropriation, a portion of its CID Revenues (as defined in the Amended and Restated Development Agreement) from the Additional CID Project Area to repayment of the obligations issued in connection with the financing of the Additional CID Project.

On December 16, 2015, in accordance with the CID Act, the District adopted Resolution No. 15-009, whereby the District approved the extension of the term of the CID Sales Tax until no later than September 30, 2033, unless such CID Sales Tax is terminated earlier by the District, and expanded the general purpose of the CID Sales Tax so that it can be applied to both the CID Project and the Additional CID Project.

The qualified voters of the District at a mail-in election held in accordance with the CID Act approved the extension of the term of the CID Sales Tax until no later than September 30, 2033, and to allow the CID Sales Tax to be applied to both the CID Project and the Additional CID Project.

On August 27, 2015, the District's Board of Directors adopted Resolution No. 15-006, approving and authorizing the issuance of the District's Not to Exceed \$4,884,900 (plus Issuance Costs and Reimbursable Administrative Costs, each as defined in the herein defined First Amended and Restated Trust Indenture) Taxable Community Improvement Revenue Notes, Series A and B, which reissued the Original Notes (as reissued, the ***"Series A Notes"***) and provided additional CID Revenues (as defined in the herein defined First Amended and Restated Trust Indenture) as security for the Series A Notes, and issued an additional Taxable Community Improvement Revenue Note, Series B (***"Series B Notes"***), and together with the Series A Notes, the ***"Notes"***) in an aggregate principal amount of not to exceed \$1,284,900 for the purpose of (a) financing certain costs associated with Clila's construction of the CID Project, and (b) paying the District's administrative costs, including without limitation the costs of issuance of the Notes, which Notes are secured by a Trust Indenture dated as of June 1, 2016 (the ***"First Amended and Restated Trust Indenture"***) by and between the District and UMB Bank, N.A., as trustee.

On May 11, 2021, the District's Board of Directors adopted Resolution No. 21-003, approving and authorizing the execution of a First Supplemental Trust Indenture dated as of January 1, 2022, to supplement and amend certain provisions of the First Amended and Restated Trust Indenture; specifically, to reissue the Series B Note due to a clerical error (the ***"First Supplemental Trust Indenture"***), together with the First Amended and Restated Trust Indenture, the ***"Trust Indenture"***).

During the fiscal year ending June 30, 2024, the District received revenues of \$352,703, consisting of CID Sales Tax revenues of \$254,062, municipal revenues of \$92,780, and interest income of \$5,861. The District had total expenditures of \$353,241, consisting of banking fees of \$120, costs of collection of the CID Sales Tax of \$0, audit fees of \$2,950, insurance expenses of \$1,081, legal and administrative fees and expenses of \$16,105, trustee fees of \$3,721, interest payments of \$296,398 on the Series A Notes, interest payments of \$32,866 on the Series B Notes and \$0 of principal payments on the Notes. The District pledged all CID Revenues (as defined in the herein defined Trust Indenture) and municipal revenues to make debt service payments on the Notes in accordance with the Amended and Restated Development Agreement and the Trust Indenture.

During the fiscal year ending June 30, 2025, the District anticipates revenues of approximately \$371,195, consisting of CID Sales Tax revenues of approximately \$268,567, municipal revenues of approximately \$97,463, and interest income of approximately \$5,165. The District has budgeted total expenditures of approximately \$354,298, consisting of banking fees of approximately \$120, costs of collection of the CID Sales Tax of approximately \$0, audit fees of approximately \$3,600, insurance expenses of approximately \$1,081, legal and administrative fees and expenses of approximately \$15,000, trustee fees of approximately \$3,721, interest payments of approximately \$282,884 on the Series A Notes, interest payments of approximately \$47,892 on the Series B Notes and approximately \$0 of principal payments on the Notes. The District hereby pledges all CID Revenues (as defined in the herein defined Trust Indenture) and municipal revenues to make debt service

payments on the Notes in accordance with the Amended and Restated Development Agreement and the Trust Indenture.

During the fiscal year ending June 30, 2026, the District anticipates revenues of approximately \$367,350, consisting of CID Sales Tax revenues of approximately \$269,000, municipal revenues of approximately \$97,750, and interest income of approximately \$600. The District has budgeted total expenditures of approximately \$404,130, consisting of banking fees of approximately \$130, costs of collection of the CID Sales Tax of approximately \$0, audit fees of approximately \$3,600, insurance expenses of approximately \$1,400, legal and administrative fees and expenses of approximately \$15,000, trustee fees of approximately \$4,000, interest payments of approximately \$330,000 on the Series A Notes, interest payments of approximately \$50,000 on the Series B Notes and approximately \$0 of principal payments on the Notes. The District hereby pledges all CID Revenues (as defined in the herein defined Trust Indenture) and municipal revenues to make debt service payments on the Notes in accordance with the Amended and Restated Development Agreement and the Trust Indenture.

Town Plaza Community Improvement District
Budget
For the Fiscal Year Ending June 30, 2026

June 30, 2026

	Special Trust Fund	Muni Contribution Revenue Fund 144732.7	Revenue Fund Series A 144732.5	Additional Project Area Revenue Fund Series B 144732.6	Debt Service Fund 144732.1 & Redemption 144732.2 Series A	Debt Service 144732.3 & Redemption Fund 144732.4 for Additional Project Area Series B	Operating Fund 144732.10	Excess Muni Contribution 144732.8	Series A Rental Revenue 144732.9	Total
Beginning Balance	\$50,196	\$10,011	\$71,681	\$14,214	\$0	\$0	\$959	\$78,219	\$0	\$225,280
Summary of Receipts										
CID Sales Tax Revenue	\$247,000	\$0								\$247,000
CID Use Tax Revenue	\$22,000	\$0								\$22,000
County Revenue	\$0	\$3,250								\$3,250
Municipal Revenue	\$0	\$94,500								\$94,500
Interest Earnings			\$0		\$0		\$0	\$600		\$600
Note Proceeds										\$0
Total Receipts	\$269,000	\$97,750	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$367,350
Summary of Disbursements										
Bank Fees	\$130									\$130
DOR Reports	\$0									\$0
Operating Fund:										
Accounting Fees							\$0			\$0
Insurance Expenses							\$1,400			\$1,400
Legal/Admin. Fees and Expenses							\$15,000			\$15,000
Audit Fee							\$3,600			\$3,600
Revenue Fund: Trustee Expenses			\$4,000							\$4,000
Project Fund:										
Project Account										\$0
Debt Service Fund:										
Redemption Account (Principal)					\$0	\$0				\$0
Bond Payment Account (Interest)					\$330,000	\$50,000				\$380,000
Capital Project Expenditure										\$0
Total Disbursements	\$130	\$0	\$4,000	\$0	\$330,000	\$50,000	\$20,000	\$0	\$0	\$404,130
Transfer into Fund	\$0	\$0	\$233,917	\$34,953	\$330,000	\$50,000	\$20,000	\$5,000	\$0	\$673,870
Transfers out of Fund	(\$268,870)	(\$85,000)	(\$225,000)	(\$30,000)	\$0	\$0	\$0	(\$65,000)	\$0	(\$673,870)
Ending Balance	\$50,196	\$22,761	\$76,598	\$19,167	\$0	\$0	\$959	\$18,819	\$0	\$188,500

Town Plaza Community Improvement District
Amended Budget
For the Fiscal Year Ending June 30, 2025

June 30, 2025

	Special Trust Fund		Muni Contribution Revenue Fund 144732.7		Revenue Fund Series A 144732.5		Additional Project Area Revenue Fund Series B 144732.6		Debt Service Fund 144732.1 & Redemption 144732.2 Series A		Debt Service 144732.3 & Redemption Fund 144732.4 for Additional Project Area Series B		Operating Fund 144732.10		Excess Muni Contribution 144732.8		Series A Rental Revenue 144732.9		Total	
	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial	Amended	Initial
Beginning Balance	\$49,510	\$20,817	\$22,118	\$20,029	\$76,311	\$20,161	\$18,156	\$4,998	\$162	\$136	\$28	\$25	\$593	\$669	\$41,504	\$81,774	\$0	\$0	\$208,383	\$148,610
Summary of Receipts																				
CID Sales Tax Revenue	\$246,927	\$240,000		\$0															\$246,927	\$240,000
CID Use Tax Revenue	\$21,640	\$15,000		\$0															\$21,640	\$15,000
County Revenue		\$0	\$3,245	\$28,000															\$3,245	\$28,000
Municipal Revenue		\$0	\$94,218	\$37,000															\$94,218	\$37,000
Interest Earnings			\$1,189		\$1,774	\$0	\$402		\$158	\$0	\$23		\$47	\$0	\$1,572	\$600			\$5,165	\$600
Note Proceeds																			\$0	\$0
Total Receipts	\$268,567	\$255,000	\$98,652	\$65,000	\$1,774	\$0	\$402	\$0	\$158	\$0	\$23	\$0	\$47	\$0	\$1,572	\$600	\$0	\$0	\$371,195	\$320,600
Summary of Disbursements																				
Bank Fees	\$120	\$130																	\$120	\$130
DOR Reports		\$0																	\$0	\$0
Operating Fund:																				
Accounting Fees														\$0					\$0	\$0
Insurance Expenses													\$1,081	\$1,400					\$1,081	\$1,400
Legal/Admin. Fees and Expenses													\$15,000	\$15,000					\$15,000	\$15,000
Audit Fee													\$3,600	\$3,600					\$3,600	\$3,600
Revenue Fund: Trustee Expenses					\$3,721	\$4,000													\$3,721	\$4,000
Project Fund:																				
Project Account																			\$0	\$0
Debt Service Fund:																				
Redemption Account (Principal)										\$0		\$0							\$0	\$0
Bond Payment Account (Interest)									\$282,884	\$330,000	\$47,892	\$24,400							\$330,776	\$354,400
Capital Project Expenditure																			\$0	\$0
Total Disbursements	\$120	\$130	\$0	\$0	\$3,721	\$4,000	\$0	\$0	\$282,884	\$330,000	\$47,892	\$24,400	\$19,681	\$20,000	\$0	\$0	\$0	\$0	\$354,298	\$378,530
Transfer into Fund	\$0	\$0	\$0	\$0	\$234,263	\$229,383	\$43,498	\$25,487	\$282,564	\$330,000	\$47,841	\$24,400	\$30,000	\$20,000	\$77,139	\$5,000	\$0	\$0	\$715,305	\$634,270
Transfers out of Fund	(\$267,761)	(\$254,870)	(\$110,760)	(\$65,000)	(\$236,947)	(\$225,000)	(\$47,841)	(\$24,400)	\$0	\$0	\$0	\$0	(\$10,000)	\$0	(\$41,996)	(\$65,000)	\$0	\$0	(\$715,305)	(\$634,270)
Ending Balance	\$50,196.14	\$20,817	\$10,011	\$20,029	\$71,681	\$20,544	\$14,214	\$6,085	\$0	\$136	\$0	\$25	\$959	\$669	\$78,219	\$22,374	\$0	\$0	\$225,280	\$90,680

Town Plaza Community Improvement District
Statement of Revenues Collected and Expenditures Paid -
Total All Funds - Budget and Actual - Cash Basis
For the Year Ended June 30, 2024

	Budgeted Amount			Variance - Favorable (Unfavorable)
	Original	Final	Actual	
Revenues:				
Sales tax revenues	\$ 240,000	\$ 231,000	\$ 234,494	\$ 3,494
Use tax revenues	10,000	19,590	19,568	(22)
Municipal revenues	37,000	68,180	85,083	16,903
County revenues	28,000	22,727	7,697	(15,030)
Interest income	600	2,865	5,861	2,996
Total Revenues	<u>\$ 315,600</u>	<u>\$ 344,362</u>	<u>\$ 352,703</u>	<u>\$ 8,341</u>
Expenditures:				
Bank fees	\$ 130	\$ 130	\$ 120	\$ 10
Insurance expense	1,400	1,081	1,081	-
Interest expense	335,286	380,515	329,264	51,251
Audit fees	3,000	2,950	2,950	-
Legal fees	16,000	16,000	16,105	(105)
Trustee fees	4,000	4,000	3,721	279
Total Expenditures	<u>\$ 359,816</u>	<u>\$ 404,676</u>	<u>\$ 353,241</u>	<u>\$ 51,435</u>
Other Financing Sources (Uses):				
Transfer in	\$ 335,283	\$ 380,110	\$ 328,724	\$ (51,386)
Transfer out	(335,283)	(380,110)	(328,724)	51,386
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net Change in Fund Balance	<u>\$ (44,216)</u>	<u>\$ (60,314)</u>	<u>\$ (538)</u>	<u>\$ 59,776</u>
Fund Balances - at beginning of the year		<u>208,921</u>	<u>208,921</u>	
Fund Balances - at end of the year		<u>\$ 148,607</u>	<u>\$ 208,383</u>	

Staff:

AGENDA REPORT Cape Girardeau City Council	
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SUBJECT

Advisory Board Minutes

- Airport Advisory Board - April 8, 2025
- Board of Adjustment - No April Meeting
- Board of Appeals - No April Meeting
- Convention & Visitors Bureau Advisory Board - No April meeting
- Golf Course Advisory Board - April 24, 2025
- Historic Preservation Commission - April 16, 2025
- Liquor License Review Board - No April Meeting
- Parks & Recreation Advisory Board - April 14, 2025
- Planning and Zoning Commission - April 9, 2025
- Special Business District Advisory Commission - No April Meeting
- Tree Board -

EXECUTIVE SUMMARY

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

PUBLIC OUTREACH



Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
April 8, 2025

The Cape Girardeau Regional Airport Advisory Board held its monthly meeting on April 8, 2025, at 11:30 am at the Airport Terminal Conference Room.

Board Members Present:

Keith Boeller, Chair
Bev Cleair, Vice Chair
Kent Ward, Board Member (via phone)
Justin Davidson, Board Member (via phone)
Shawn Wasson, Board Member
Bruce Loy, Board Member
Nancy Kopp, Board Member
Mark Mehner, Board Member (via phone)

Staff Present:

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

Appearances – NA

Absent: NA

Call to Order/Approval of Minutes—Mr. Boeller called the meeting to order at 11:30 a.m. Ms. Cleair approved the March 2025 minutes. Mr. Wasson seconded. All were in favor, and the motion passed with a unanimous vote.

I. Old Business -

- **Airport Activity Report**—Mr. Stuart presented the March activity report. Considering the weather in the area, enplanements have increased for the month and year to date. Contour has started its spring fare prices, which have been posted on social media sites and advertised elsewhere.
- **Cape Aviation Report** – Mr. Stuart provided the fuel reports for March 2025, Jet A fuel sales are up 53%, YTD up 29%. Across the board, Cape Aviation numbers have increased. Cape Aviation has acquired a second low-lead fuel truck.
- **Airport Projects Update -**
 - Mr. Stuart reports Airport Terminal punch list items are near completion, at this time the HAVAC compressor will be in next week, there is some water leakage from wind-blown rain, and there has been ponding in the front of the terminal, these items are close to completion as well.

II. **Veteran's Sendoff Flight** – Mr. Stuart reported that the Veteran's Sendoff Flight was very successful; the community participation was over and beyond! The weekend was a highlight for the thirty Veteran's and their caretakers.

III. **New Business** –

- **EAS Proposal & Process** – Mr. Stuart stated DOT, (Department of Transportation) has started the process for bids, all bids will be submitted by May 1, 2025, CGI, The Airport Board and Cape Girardeau City Council, will have thirty days to determine the best EAS (Essential Air Service) for the community.
- **Board Member Recommendation** – The current Board Members have reviewed applications of interested potential board members for recommendation.
- **Old Hangar Demolition** – Mr. Stuart reported final bids for demolition are in today, the ground lease will be finalized after the City Council approves it, then construction will begin on a new hangar in its place.

IV. **Non-Agenda Items** – Motion to close session by Mr. Loy first, Ms. Kopp second, all in favor.

Motion to open session, Mr. Wasson, first, Ms. Clear, second, to recommend renewing Kent Ward's term, all in favor.

Motion to recommend Dr. John Russell MD, Mr. Loy, first, Ms. Kopp, second, all in favor.

I. **Adjournment**

There being no other business, Mr. Boeller moved to adjourn the meeting, Mr. Knote first, Ms. Clear, second. All were in favor. The meeting adjourned at 12:15pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

draft

GOLF COURSE ADVISORY BOARD

Minutes

April 24, 2025

Present:

Cindy Gannon, Chairperson
Claire Kneer, Vice Chairperson
Dale Pingel, Board Member
Josh Parham, Board Member
Janet Esicar, Board Member
Kristen Jones, Board Member
Tim Kelley, Board Member

Staff Present:

Doug Gannon, Director of Parks & Recreation
Kaed Horrell, Parks Division Manager
Penny Williams, Recreation Division Manager
Dianne Lawrence, Asst. Recreation Division Mgr
Mitchell Kramer, Golf Course Manager
Rusty Golightly, Golf Course Superintendent
David Ivester, Senior Maintenance Worker
Natalie Beasley, Administrative Coordinator

Absent:

Lindsey Pippins, Board Member

OPENING

Cindy Gannon, called the meeting to order at 12:15 pm. Introduction of Tim Kelley, newest Board Member was made.

MINUTES

A motion to approve the February 27, 2025 meeting minutes as written was made by Kristen Jones and seconded by Janet Esicar.

OLD BUSINESS

Tee Marker Availability- A Sponsorship form was handed out to all board members. Availability for holes #15 and #2. This is a 3 year commitment.

NEW BUSINESS

- A.** A motion to appoint Jarod Handley as the Jaycee Liaison Board Member, was made by Dale Pingel and seconded by Josh Parham.
- B.** Public Course Fee Comparison; 4 from this region was conducted by Mitchell.
 - Weekday rates for 18 holes range from \$34 - \$46
 - Weekend rates for 18 holes range from \$43 - \$62
 - Discussion and then a motion to raise the green's fees on the weekend (Saturday & Sunday) rate to \$48 effective July 1, 2025 was made by Kristen Jones and seconded by Dale Pingel.

- C. Employee, Board & Sponsor Night at Cape Splash is scheduled for May 22, from 6:30 pm – 8:30 pm. Admission is free, Concessions will be available for purchase. This night is utilized as a training session for lifeguards, concession and admission staff.

COMMITTEE REPORTS/PROJECTS UPDATES

Marketing & Promotions – No report

Policies & Procedures – No report

Projects & Improvements – Kaed Horrell, Rusty Golightly

- Update on Golf Cart purchase: We are on track to place the order for 28 golf carts (half of fleet) by August 1 with estimated deliver March 2026.
- Ladies Tee Box #11 and Men's Tee Box #5 will both be re-sodded.

Department Projects & Briefs – Doug Gannon, Kaed Horrell

- Friends of the Park Day & Great Cape Clean Up will be April 26, at Capaha Park beginning at 8:00 am.
- Improvement plans for the Cape LaCroix Recreation Trail project are complete and will go out to bid early Summer with anticipated start date early Fall 2025.

Motion to adjourn the meeting was made by Claire Kneer and seconded by Kristen Jones meeting adjourned at 1:00 pm.

Minutes recorded by

Natalie Beasley

Administrative Coordinator

Osage Centre

HISTORIC PRESERVATION COMMISSION

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MEETING MINUTES

April 16, 2025

City Hall – Council Chambers
44 North Lorimier Street

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

Commission Members Absent: Kirstin Glaser, Ryan Lane

Staff Present: Carol Peters, Ryan Shrimplin

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

Call to Order

In the absence of Chairman Lane and Vice Chairman Glaser, Mr. Balsmann called the meeting to order at 5:35 p.m.

Approval of Minutes

A motion was made by Ms. Lincoln and seconded by Mr. Atkins to approve the minutes of the March 19, 2025 meeting as submitted. The motion passed by a unanimous vote.

CERTIFICATE OF APPROPRIATENESS

1. The Commission reviewed the request of Chad Hill for a Certificate of Appropriateness for the property at 13 North Fountain Street, located in the Central Business District. Mr. Chad Hill presented the request. He explained that he recently purchased the property, which contains an apartment building. He is requesting approval for painting the exterior brick walls with a mineral-based lime slurry paint designed for brick surfaces. Other exterior changes include replacing the windows and doors as well as the roof shingles, the gutters, and the downspouts.

A staff report was submitted to the Commission, which recommended approval of the Certificate of Appropriateness request. A motion was made by Mr. Modrow and seconded by Ms. Sides to approve the Certificate of Appropriateness request. The motion passed by a unanimous vote.

OTHER BUSINESS

2025 Endangered Buildings List and Watch List

The Commission reviewed the nominations for the 2025 Endangered Buildings List and Watch List along with the buildings from the 2024 Endangered Buildings List. The Commission then determined whether each building should be included in the Endangered List, included in the

Draft

Watch List, or excluded entirely. A motion was made by Ms. Smith and seconded by Mr. Modrow to adopt the 2025 Endangered Buildings List and Watch List as discussed. The motion passed by a unanimous vote.

2025 Historic Preservation Month Activities

Ms. Tyson reported that she and Chairman Lane met with Mary Ann Kellerman, Kellerman Foundation for Historic Preservation, to discuss details of the tour of the Kellerman Foundation's new home at 401 Independence Street. She stated that the event, scheduled for May 12, 2025, will begin at 5:30 p.m. with an exterior tour of the building, led by members of the Historic Preservation Commission. This will be followed by an interior tour, led by Ms. Kellerman. If feasible, Ms. Kellerman would like to have a presentation by historian Esley Hamilton at the conclusion of the interior tour. Refreshments will be served. In response to a question from Ms. Tyson, Dr. Hoffman confirmed that Southeast Missouri State University's Center for Regional History had sponsored refreshments in the past. He stated that the Center could probably sponsor the refreshments again this year if the cost is reasonable. Ms. Tyson asked for input on how to best promote the event. Mr. Shrimplin stated that the City's Public Information Officer, Nicolette Brennan, will include the event information in City communication channels, which will then be disseminated to the media outlets.

Education Subcommittee Reports and Assignments

The Education Subcommittee had nothing to report.

Outreach Subcommittee Reports and Assignments

The Outreach Subcommittee had nothing to report.

Commission Communication

Mr. Balsmann shared that St. Vincent de Paul Parish is moving forward with plans to renovate the old Notre Dame High School building at 1912 Ritter Drive. The plans include moving the parish administration offices to the renovated building and adding a banquet area in the basement.

Ms. Lincoln mentioned that she led a group of tourists from Peoria, Illinois on a tour of Ivers Square on Sunday. Dr. Hoffman stated that the group had toured the Reynolds House on Friday.

Mr. Atkins shared that he attended Old Town Cape's Annual Dinner on March 27, 2025. Several awards were given, including one given to Heritage Hospitality Management for the renovation of the Buckner-Ragsdale Building.

Staff Communication

Staff had no communication items.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:35 p.m. upon a motion made by Ms. Lincoln and seconded by Ms. Sides.

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City of Cape Girardeau
Historic Preservation Commission
Meeting Minutes
April 16, 2025
Page 3 of 3

Respectfully submitted,

Mary Kay Smith
Secretary

PARKS AND RECREATION ADVISORY BOARD

Minutes - DRAFT

Monday, April 14, 2025 - 5:30 p.m.

Sportsplex• Meeting Room 1

Present:

Percy Huston, Chairman
Phillip Moore, Vice-Chairman
Beverly Evans, Secretary
Tamara Buck, Board Member
Lewis Jackson Hill, Board Member
Mary-Ann Maloney, Board Member
John Spear, Board Member
Jerry Dement, Board Member
David Cantrell, City Council Liaison

Absent:

Thomas Drummond, Board Member
Mark Moore, Board Member
Darrin Bruenderman, Board Member

Parks and Recreation Staff Present:

Doug Gannon, Parks & Recreation Director
Kaed Horrell, Parks Division Manager
Scott Williams, Recreation Div. Manager
Penny Williams, Recreation Div. Manager
Brenda Newbern, Visit Cape Manager
Moriah Lincoln, P&R Admin. Coordinator

Welcome/Introductions

- Percy Huston called the meeting to order at 5:35pm on Monday April 14, 2025 at the Cape Girardeau Sportsplex.
- Scott introduced new staff member Adam Stevens. Adam is the new Facility Manager at the Sportsplex.

Old Business

- **Approval of Minutes: March 3, 2025** – Chairman Huston asked for everyone to review the minutes. John Spear motioned to approve the minutes, Beverly Evans seconded. Minutes approved.

PRESENTATION

- Doug Gannon gave a PowerPoint presentation on the overview of the PRS2 Tax Initiative.

New Business

- **Shawnee Park Sports Complex Tournament Schedule**
 - Scott Williams gave a breakdown of all the tournaments planned for the summer at the Shawnee Park Sports Complex.
- **Part time Staffing Update**
 - Penny Williams advised we have 130 lifeguards for the summer season at Cape Splash. Other facilities are also hiring for the busy summer season. Several full-time employees have attended local Job Fairs to recruit new employees for the summer.
- **Grant Application for Facility Way Finding**
 - Brenda Newbern advised of a new grant she and Penny Williams are working on that would allow the purchase of way finding signage at the Osage Centre and Shawnee Park Sports Complex. The grant is a 50/50 match up to \$30,000.00

Reports/Project Updates

- **Parks and Recreation Project Updates**
 - **Sportsplex Parking Lot**
 - Kaed Horrell gave an update that Park Maintenance is about half way complete with the new parking lot. They will be bring in a little more gravel and then the parking blocks to help define the spots.
 - **Youth Outdoor Sports Complex**
 - Scott Williams gave the update that Penzel Construction is still working on all the site clearing and we plan to schedule a ground breaking ceremony for early June in which all board members will be invited to attend.
 - **Cape LaCroix Recreation Trail.**
 - Kaed Horrell gave an update that the goal is for the trail renovation project to go out to bid in June or July with possible work starting early fall.
- **Golf Course Advisory Board**
 - No Report
- **Visit Cape Report**
 - Brenda Newbern announced the hiring of Emily Beck, the new Administrative Coordinator for Visit Cape.
 - The first Motor Coach of the season was in town this past weekend and they had a great time on the different excursions.
 - Joshua Robison is at a conference meeting with several different groups trying to sell them Cape Girardeau to make us there new conference/regional spot to meet/play.
- **Tree Advisory Board**
 - Jackson Hill let the board know about some of the areas the Tree Board is looking to remove trees. Some are in the medians on Broadway. Jackson also asked board members to keep a lookout for any problem areas from recent storms as spring weather continues.
 - Missouri Arbor day was April 4. The weather was too wet to plant trees so the board has planned to plant at Shawnee Park Sports Complex on April 11.
- **Red House Interpretive Center Committee**
 - Kaed Horrell reported that the Red House opening day will be May 3, 2025. Heritage Days will be May 17. Kaed is working on getting bids for the roof and parking lot at the Red House.
- **Parks and Recreation Foundation**
 - Scott Williams gave an update on the annual membership drive. The goal is 100 family memberships and retention of all the members from years past.
 - The Care and Share Loyalty Program is getting ready to start. Board members were asked if anyone was interested in being part of the testing period.
 - Movement Day is June 4, everyone is welcome to join us at the Osage Trail Head for an evening of moving. This is a family event for everyone to run, walk or bike the trail.
- **City Council Report**
 - David Cantrell talked about the passing of the TTF tax and its importance to the future of city streets. David also reported he would like to address the number of cars that park along city streets in residential neighborhoods.
- **Monthly Staff Report/Calendar Updates**
 - Penny Williams encouraged the board to read through the Staff Briefs as they highlight upcoming department events and league start dates.
 - Kaed Horrell confirmed several board member as volunteers to help with lunch at Friends of the Parks Day April 26th.

Other Business

- Special Olympics MO Regional Basketball Tournament Summary
 - Scott Williams gave an update from the Special Olympics Basketball Tournament
- Next Board Meeting – Monday May 12, 2025 at the Osage Centre.

Adjournment

- Motion to adjourn at 6:35pm made by Tamara Buck, seconded by Beverly Evans.

Transcribed 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..

PLANNING & ZONING COMMISSION

MEETING MINUTES

April 9, 2025

City Hall – Council Chambers
44 North Lorimier Street

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

Commission Members Absent: Trae Bertrand

Staff Present: Carol Peters, Trevor Pulley, Ryan Shrimplin

Call to Order

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

Approval of Minutes

A motion was made by Mr. Nick Martin and seconded by Mr. Chris Martin to approve the minutes of the March 12, 2025 meeting as submitted. The motion passed by a unanimous vote.

REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the request of Majeed Investment Group, LLC to rezone property located at 212 South West End Boulevard from C-1 (General Commercial District) to R-3 (High Density Single-Family Residential District). Mr. Steven Majeed, Majeed Investment Group, LLC, presented the request. He explained that he purchased the property nine years ago and has been using it as a duplex. He recently submitted plans for renovating the dwelling, which is when he learned of the property's commercial zoning. He stated that he is requesting the rezoning to a residential district that aligns with the use of the property.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A staff report was submitted to the Commission, which recommended approval of the rezoning request. A motion was made by Mr. Guard and seconded by Mr. Nick Martin to recommend approval of the rezoning request. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin, McElreath*).

2. A public hearing was held on the request of HRM Services to rezone property located at 3100 and 3130 Ragan Street from R-4 (Medium Density Multifamily Residential District) to R-3 (High Density Single-Family Residential District). Mr. Greaser and Mr. Guard abstained from the discussion and vote due to financial conflict of interest. Mr. Kyle Miller, Crockett Engineering Consultants, appearing with Mr. Brad Schlosser, Star Vue Rentals, LLC, presented the request. Mr. Miller explained that Star Vue Rentals, LLC owns a 16.47-acre parcel that is proposed to be subdivided to create a separate 7.60-acre parcel. Mr. Schlosser has plans to develop the 7.60 acres for duplexes. The current R-4 zoning does not allow land

to be subdivided for duplexes. The request is to rezone the 7.60 acres to R-3, which does allow subdivision of land for duplexes. He noted that the request is to downzone the property.

Chairman Blank opened the public hearing.

Mr. Don Beckham, 1820 Silverthorne Trail, stated that he owns property adjacent to the 16.47-acre parcel and that he is appearing on behalf of the collective property owners in the Silverthorne subdivision. He explained that Mr. Schlosser purchased the property several years ago and was successful in getting it rezoned to R-4 in order to develop Star Vue Apartments. The Silverthorne property owners opposed the rezoning until Mr. Schlosser agreed to execute and record a private Declaration of Restrictions document establishing a 75-foot setback from the west boundary line and a 30-foot height limit. Mr. Schlosser has shared the plan for the duplex development with the owners and assured them that the Declaration of Restrictions will be honored. It is with this understanding that the Silverthorne property owners are not opposed to the rezoning of the 7.60 acres to R-3. He stated that the owners are pleased with how the Star Vue Apartments development turned out. He then asked Mr. Shrimplin why the rezoning is necessary when the R-4 district allows duplexes. Mr. Shrimplin explained that the R-4 district allows duplexes on existing lots only. The 7.60-acre site proposed to be developed for duplexes is not an existing lot; rather, it is part of a larger lot that is to be subdivided in order to transfer the 7.60-acre lot to a different owner.

Seeing no other appearances to speak, Chairman Blank closed the public hearing. A staff report was submitted to the Commission, which recommended approval of the rezoning request. A motion was made by Mr. Nick Martin and seconded by Mr. Jackson to recommend approval of the rezoning request. The motion passed with a roll call vote of 6 in favor, 0 in opposition, and 2 abstaining (*Aye: Blank, Jackson, Jones, C. Martin, N. Martin, McElreath; Abstain: Greaser, Guard*).

SUBDIVISION PLATS

3. The record plat of Strawberry Fields Subdivision – Phase 1 was reviewed by the Commission. A staff report was submitted to the Commission, which recommended approval of the record plat, subject to staff's comments being successfully addressed. No one was in attendance to present the request. A motion was made by Mr. Greaser and seconded by Mr. Nick Martin to table this agenda item. The motion passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin, McElreath*). Mr. Chris Lix, B and C Properties, LLC, owner and developer of the subdivision, arrived at this time. A motion was made by Mr. Jackson and seconded by Mr. Nick Martin to remove the item from the table. The motion passed unanimously. Mr. Lix then presented the plat. He explained that Phase 1 contains three duplex lots, four multifamily lots, and one lot reserved for a stormwater detention basin, along with right-of-way for a public street. Mr. Nick Martin stated that, during the Commission's public hearing on the rezoning of the property a few years ago, the owner of the adjacent property at 735 Lexington Avenue requested that the developer install a 6-foot high black metal picket fence along the property line. He asked Mr. Lix if he intends to honor that request. Mr. Lix stated that he will make sure the fence is installed.

A motion was made by Mr. Jackson and seconded by Mr. Nick Martin to recommend approval of the record plat, subject to staff's comments being successfully addressed. The motion

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passed with a roll call vote of 8 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Guard, Jackson, Jones, C. Martin, N. Martin, McElreath*).

OTHER ITEMS AND COMMUNICATION

Commission Communication

Chairman Blank reported that the TTF-7 tax initiative to extend the half-cent sales tax for road improvements for another five years was approved with overwhelming support by the voters on April 8, 2025.

Mr. Nick Martin mentioned that he was recently made aware of plans to submit a rezoning application for a church property on Bertling Street. Mr. Shrimplin reminded the Commission to be mindful of the Missouri Sunshine Law. He stated that he will look into scheduling a training at an upcoming Commission meeting.

Staff Communication

Mr. Shrimplin gave the following updates:

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

The City Council approved the following on March 17, 2025:

- Webster Sprigg Subdivision Record Plat – 2nd & 3rd Readings
- Younhouse Meadowbrook Subdivision Record Plat – 2nd & 3rd Readings

The City Council approved the following on April 7, 2025:

- 1918 North Kingshighway Rezoning – 1st Reading

The City Council denied the following on April 7, 2025

- 524 & 546 North Silver Springs Road Rezoning – 1st Reading

Mr. Pulley thanked the Commission members for supporting the TTF-7 tax initiative.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:00 p.m. upon a motion made by Mr. Greaser and seconded by Mr. Nick Martin.

Respectfully submitted,

Chris Martin, Secretary