



# 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](http://www.cityofcape.org/citycouncil)

**April 21, 2025**  
**5:00 PM**

- **City residents desiring to speak about items NOT on the agenda must register no later than noon, on Saturday, April 19, 2025, by using the form found at [cityofcape.org/council](http://cityofcape.org/council), by emailing [cityclerk@cityofcape.org](mailto:cityclerk@cityofcape.org), or by calling 573-339-6320.**

### **Invocation**

Deacon Mark Kiblinger of St. Vincent de Paul Catholic Church in Cape Girardeau

### **Pledge of Allegiance**

### **Study Session**

- Administer Oath of Office for Ward 5 City Council Member Bryan Johnson.
- Prohibited Parking on Residential Streets

### **Presentations**

### **Communications/Reports**

### **Items for Discussion**

- Appearances by Advisory Board Applicants
- Planning and Zoning Commission Report
- Consent Agenda Review

### **Regular Session**

### **Call to Order/Roll Call**

### **Adoption of the Agenda**

### **Public Hearings**

## Consent Agenda

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

1. Approval of the April 7, 2025, Regular Session City Council Minutes and the April 14, 2025, Special Session City Council Minutes.
2. BILL NO. 25-34, an Ordinance approving the First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Arsenal Venture LLC. Second and Third Readings
3. BILL NO. 25-35, 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 1918 North Kingshighway, in the City and County of Cape Girardeau, Missouri, from C-2 to NC. Second and Third Readings
4. BILL NO. 25-37, an Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau. Second and Third Readings
5. BILL NO. 25-38, an Ordinance authorizing the Mayor to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri. Second and Third Readings
6. BILL NO. 25-40, a Resolution authorizing the City Manager to execute an Agreement with Southeast Missouri State University for the 2025 Historic Resource Survey, in the City of Cape Girardeau, Missouri. Reading and Passage.
7. BILL NO. 25-41, a Resolution authorizing the City Manager to execute a Demolition Contract with JAC3 Excavating LLC, for the demolition of a building located at 1226 Ranney Avenue, in the City of Cape Girardeau, Missouri. Reading and Passage.
8. BILL NO. 25-42, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with EBM Investments LLC, to place certain improvements at 13 North Fountain Street. Reading and Passage.
9. BILL NO. 25-43, a Resolution authorizing the City Manager to execute an Airport Ground Lease with Plaza Car Wash, Inc., at the Cape Girardeau Regional Airport. Reading and Passage.

## Items Removed from Consent Agenda

10. BILL NO. 25-39, a Resolution affirming the City of Cape Girardeau's Commitment to Public Safety and Reducing Violent Crime as part of an application filing with the Missouri Department of Public Safety's Blue Shield Program. Reading and Passage.

## New Ordinances

### **Mayor will ask for appearances after each Ordinance is read.**

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

11. BILL NO. 25-44, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding CBD, Central Business District. First Reading. DEV - Ryan Shrimplin

12. BILL NO. 25-45, an Ordinance annexing land located at 126 Dogwood Street into the city limits of the City of Cape Girardeau, Missouri. First Reading. DEV - Ryan Shrimplin
13. 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. First Reading. DEV - Ryan Shrimplin
14. 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. First Reading. DEV - Ryan Shrimplin
15. 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. First Reading. DEV - Trevor Pulley
16. 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. First Reading. AIRPORT - JoJo Stuart
17. 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. First Reading. DEV - Trevor Pulley
18. 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. First Reading. DEV - Trevor Pulley
19. 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. First Reading. DEV - Trevor Pulley
20. 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. First Reading. FIN - Lisa Mills

## **Appointments**

21. Appointments to the Airport Advisory Board

## **Other Business**

### **Appearances regarding items not listed on the agenda.**

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

## **Meeting Adjournment**

## **Closed Session**

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

with its attorneys.

### **Future Appointments and Memos**

- Appointments to the Board of Adjustment
- Appointment to the Golf Course Advisory Board
- Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2026.
- Cape Dogwood Community Improvement District Proposed Budget for FYE June 30, 2026.
- RCC Community Improvement District Proposed Budget for FYE June 30, 2026.

### **Advisory Board Minutes**

- Advisory Board Minutes



---

**Staff:** Trevor Pulley Assistant City  
Manager/Community Development  
**Agenda:** Director  
4/21/2025



---

**SUBJECT**

---

A council member requested a study session for prohibited parking on residential streets.

---

**EXECUTIVE SUMMARY**

---

A council member requested a study session for prohibited parking on residential streets.

---

**BACKGROUND/DISCUSSION**

---

A council member requested a study session for prohibited parking on residential streets.

---

**ATTACHMENTS:**

Name:	Description:
No Attachments Available	

---

**Staff:** Traci Weissmueller, Deputy City Clerk  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

Approval of the April 7, 2025, Regular Session City Council Minutes and the April 14, 2025, Special Session City Council Minutes.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">2025.04.07_Council_Minutes_DRAFT.pdf</a>	04.07.2025 Council Minutes Draft
<a href="#">2025.04.14_Council_Minutes_DRAFT_SPECIAL.pdf</a>	04.14.2025 Council Minutes Special Session Draft

Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 7, 2025                      MM-149

**STUDY SESSION – April 7, 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, April 7, 2025, starting at 5:00 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

**REGULAR SESSION – April 7, 2025**

**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, April 7, 2025, starting at 5:39 p.m. with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex, Dan Presson, Tameka Randle and Nate Thomas present.

**ADOPTION OF THE AGENDA**

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

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

**PUBLIC HEARING**

A Public Hearing to consider the FY2025-2029 Community Development Block Grant Program Housing and Community Development Needs Assessment.

Alex McElroy gave a presentation on the Community Development Block Grant Program.

Mayor Stacy Kinder opened the public hearing.

Tamara Zellars Buck, 1812 Lakeshore Drive, spoke in favor of the grant.

There being no other appearances, the hearing was closed.

A Public Hearing to consider the proposed voluntary annexation and zoning of property located at 126 Dogwood Street.

Mayor Stacy Kinder opened the public hearing.

There being no appearances the public hearing was closed.

A Public Hearing to consider a request to rezone property located at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District).

Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 7, 2025                      MM-150

Mayor Stacy Kinder opened the public hearing.

Paul James, owner of the property, spoke in favor of the rezoning.

There being no other appearances, the hearing was closed.

A Public Hearing to consider a request to rezone property located at 524 and 546 North Silver Springs Road from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District).

Mayor Stacy Kinder opened the public hearing.

Armando Sanchez, owner of the property, spoke in favor of the rezoning.

Roger Tolliver, owner of 2963, 2965, 2979 and 2981 Shamrock Circle, spoke in opposition of the rezoning.

Rhett Simmons, resident of Shamrock Circle, spoke in opposition of the rezoning.

Leslie Simmons, owner of 2980 Shamrock Circle, spoke in opposition of the rezoning.

Ron Turner, resident of 2979 Shamrock Circle, spoke in opposition of the rezoning.

Robert Blasiney, owner of properties on Boxwood Drive, spoke in opposition of the rezoning.

There being no other appearances, the hearing was closed.

A Public Hearing to consider vacating the City's interest in part of a Utility Easement at 3556 Pheasant Cove Drive, in the City of Cape Girardeau.

Mayor Stacy Kinder opened the public hearing.

There being no appearances the public hearing was closed.

## **CONSENT AGENDA**

Approval of the March 17, 2025, Regular Session City Council Minutes.

BILL NO. 25-31, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with EED Development, LLC, for public sidewalk improvements for The Lochs at Dalhousie - Phase V, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 25-32, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with Lilmac, LLC, for public sidewalk improvements for Lilmac East Third Subdivision, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 25-33, a Resolution authorizing the City Manager to execute an Agreement with Apex Paving Co. for the 2025 Asphalt Overlay Program, in the City of Cape Girardeau, Missouri. Reading and Passage.

Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 7, 2025                      MM-151

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

BILL NO. 25-31 will be Resolution NO. 3655; BILL NO. 25-32 will be Resolution NO. 3656; and BILL NO. 25-33 will be Resolution NO. 3657.

#### **NEW ORDINANCES**

BILL NO. 25-34, an Ordinance approving the First Amendment to Redevelopment Agreement between the City of Cape Girardeau and Arsenal Venture LLC. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

BILL NO. 25-35, 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 1918 North Kingshighway, in the City and County of Cape Girardeau, Missouri, from C-2 to NC. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

BILL NO. 25-36, 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 524 and 546 North Silver Springs Road, in the City and County of Cape Girardeau, Missouri, from R-4 to NC. 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 failed. 2-5. Ayes: Kinder, Randle. Nays: Bliss, Cantrell, Essex, Presson, Thomas

BILL NO. 25-37, an Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

BILL NO. 25-38, an Ordinance authorizing the Mayor to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri. First Reading. Mayor Kinder called for public appearances regarding this Bill. No one appeared.

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

Proceedings of the City Council, City of Cape Girardeau, Mo.  
Regular Session                      April 7, 2025                      MM-152

**APPOINTMENTS**

Appointments to the Historic Preservation Commission

A Motion was made by Dan Presson, Seconded by David J. Cantrell, to appoint Ryan Lane, Denise Lincoln and Meghan Tyson to the Historic Preservation Commission for terms expiring April 16, 2028.

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

Appointments to the Town Plaza Community Improvement District Board of Directors

A Motion was made by Ryan Essex, Seconded by Dan Presson, to appoint R. Scott Blank, Jeffrey Campbell and Lindell Runnels to the Town Plaza Community Improvement District Board of Directors for terms expiring April 12, 2029.

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

**MEETING ADJOURNMENT**

A Motion was made to adjourn by Tameka Randle, Seconded by David J. Cantrell.

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

The regular session ended at 6:54 p.m.

---

Stacy Kinder, Mayor

---

Traci Weissmueller, Deputy City Clerk



**Proceedings of the City Council, City of Cape Girardeau, Mo.  
Special Session                      April 14, 2025                      MM-153**

**SPECIAL SESSION – April 14, 2025**

**CALL TO ORDER**

The Cape Girardeau City Council convened in special session on Monday, April 14, 2025, at 12:00 p.m. via internet videoconference pursuant to RSMo. Sections 610.010 and 610.015, with Mayor Stacy Kinder presiding and Council Members Mark Bliss, David J. Cantrell, Ryan Essex and Tameka Randle present. Dan Presson and Nate Thomas were absent. The votes taken shall be regarded as if all members were physically present and in attendance at the meeting.

**ADOPTION OF THE AGENDA**

A Motion was made by Ryan Essex, Seconded by Mark Bliss, to adopt the agenda. Motion passed. 5-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle. Absent: Presson, Thomas.

**CANVASS THE RETURNS AND DECLARE THE RESULTS OF THE APRIL 8, 2025, MUNICIPAL ELECTION**

Mayor Kinder stated that the April 8, 2025, election results had been received from County Clerk Kara Clark Summers. Pursuant to Section 7.09(a) of the City Charter, the City Council canvassed the returns and declared the results of the April 8, 2025, election as follows:

CAPE GIRARDEAU CITY COUNCIL, WARD 5  
Eric “Red” Redinger – 335  
Bryan Johnson – 392

CAPE GIRARDEAU CITY QUESTION (Transportation Trust Fund 7)  
Yes – 2,471  
No – 891

A Motion was made by Mark Bliss, Seconded by Tameka Randle, to approve. Motion passed. 5-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle. Absent: Presson, Thomas.

**MEETING ADJOURNMENT**

There being no further business, the special session ended at 12:03 p.m. A Motion was made by David J. Cantrell, Seconded by Stacy Kinder to adjourn. Motion passed. 5-0. Ayes: Bliss, Cantrell, Essex, Kinder, Randle. Absent: Presson, Thomas.

\_\_\_\_\_  
Stacy Kinder, Mayor

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



Proceedings of the City Council, City of Cape Girardeau, Mo.  
Special Session                      April 14, 2025                      **MM-154**

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

---

**Staff:** Trevor Pulley, Assistant City  
**Agenda:** Manager  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance approving an Amendment to Redevelopment Agreement in Connection with a Portion of RPA 2 Redevelopment Project Described in the Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015.

**EXECUTIVE SUMMARY**

In January 2016, the City Council approved the Redevelopment Plan for the Downtown Tax Increment Financing District and designated five redevelopment project areas therein.

On January 10, 2022, The City passed Ordinance 5491 approving the Redevelopment Agreement Lindsey Radcliffe, with Arsenal Venture LLC. The project includes the redevelopment of 1 South Main Street for Morning Star Behavioral Associates, a 7,000-square-foot applied behavior analysis clinic for individuals with intellectual and developmental disabilities. The project also includes three residential lofts above the clinic space. The proposal requests tax increment financing assistance to reimburse the development for a portion of the costs of completing the project.

The project was completed with a COO on 1-18-2024. The Developer did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the original Agreement and is asking the City to extend the date.

The Amendment extends the date to June 30, 2025; which allows the Developer to submit a Certificate of Reimbursable Project Costs.

**BACKGROUND/DISCUSSION**

In January 2016, the City Council approved the Redevelopment Plan for the Downtown Tax Increment Financing District and designated five redevelopment project areas therein.

On January 10, 2022, The City passed Ordinance 5491 approving the Redevelopment Agreement Lindsey Radcliffe, with Arsenal Venture LLC. The project includes the redevelopment of 1 South Main Street for Morning Star Behavioral Associates, a 7,000-square-foot applied behavior analysis clinic for individuals with intellectual and developmental disabilities. The project also includes three residential lofts above the clinic space. The proposal requests tax increment financing assistance to reimburse the development for a portion of the costs of completing the project.

The project was completed with a COO on 1-18-2024. The Developer did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the original Agreement and is asking the City to extend the date.

The Amendment extends the date to June 30, 2025; which allows the Developer to submit a Certificate of Reimbursable Project Costs.

## FINANCIAL IMPACT

---

The redevelopment project will result in increased property tax that otherwise would not have been generated. In addition, this redevelopment project will prevent the area from deteriorating further. TIF is designed to enhance the overall economic viability of the downtown area.

The amendment does not change any of the original TIF agreement, but only allows the Developer to submit a Certificate of Reimbursable Project Costs.

## SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

---

The amendment did not change any of the original TIF agreements but only which allows the Developer to submit a Certificate of Reimbursable Project Costs.

Providing TIF assistance to this project allows for the stabilization and renovation of a deteriorated building which has been underutilized for years. The redevelopment of the building will increase the assessed valuation, prevent conditions from further deteriorating, and will enhance the economic viability of downtown.

## STAFF RECOMMENDATION

---

Staff recommends the City Council approve amendment to the redevelopment agreement.

## BOARD OR COMMISSION RECOMMENDATION

---

The proposed project is in alignment with the approved Redevelopment Plan and Projects identified for the Downtown Tax Increment Financing District.

### ATTACHMENTS:

Name:	Description:
<a href="#">25-34 Ord Amend 1 Redevelopment Agreement 1 S Main.docx</a>	Ordinance
<a href="#">2025.01.15.Morningstar.1.S.Main.Amendment.Redevlopment.Agreement_(2).pdf</a>	First amendment to redevelopment agreement 2024
<a href="#">DRAFT Redevelopment Agreement.docx</a>	Redevelopment Agreement

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF CAPE GIRARDEAU AND ARSENAL VENTURE LLC.**

**WHEREAS**, the City of Cape Girardeau and Arsenal Venture LLC (the “Developer”) entered into a Redevelopment Agreement dated as of January 20, 2022 (the “Original Agreement”) relating to the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”); and

**WHEREAS**, the Developer completed the Developer Project but did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the Original Agreement; and

**WHEREAS**, the Developer has requested that the Original Agreement be amended to provide additional time to submit the Certificate of Reimbursable Project Costs;

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

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

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

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



\_\_\_\_\_  
Stacy Kinder, Mayor

**EXHIBIT A**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

[On file in the City Clerk's Office]

## FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

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

### RECITALS:

1. The City and the Developer entered into a Redevelopment Agreement dated as of January 20, 2022 (the “Original Agreement”) relating to the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”).
2. The Developer completed the Developer Project but did not submit a Certificate of Reimbursable Project Costs within the time prescribed by the Original Agreement.
3. Pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2025, the City Council has authorized the City to enter into this First Amendment.

### AGREEMENT

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

**1. Development.** The City acknowledges that the Developer Project was completed by December 31 2022, as evidenced by the City’s issuance of an occupancy certificate by that date. The Developer may submit a Certificate of Reimbursable Redevelopment Project Costs by June 30, 2025.

**2. Public Participation.**

(a) *Reasonable Rate of Return.* The purpose of affording public assistance to the Redevelopment Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the City Council has determined that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Redevelopment Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Redevelopment Project, the parties agree that a reasonable level of return for the Redevelopment Project is a leveraged rate of return of 12.00% (the “*Maximum Rate of Return*”).

(b) *Rate of Return Calculation.* Upon the sale of substantially all of the building at 1 South Main Street (the “Building”) before December 31, 2035, the Developer shall provide a leveraged rate of return calculation (prepared in accordance with industry standards as reasonably determined by the City’s Finance Director) (the “*Leveraged Rate of Return*”). If the Leveraged Rate of Return exceeds the Maximum Rate of Return, then the City and the Developer will equally divide the portion of sale proceeds that would

cause the Leveraged Rate of Return to exceed the Maximum Rate of Return. Subject to appropriation by the City Council, the City will divide its share of any revenues received pursuant to this paragraph among the taxing districts whose boundaries encompass the Redevelopment Area in proportion to their then-current real property tax levies. If the sale of substantially all of the Building occurs on or after December 31, 2035, no public participation shall be due and no payments from the sale shall be owed by the Developer to the City.

The Developer's calculation of the Leveraged Rate of Return shall include the Developer's signed certification regarding the accuracy of the calculation. If the City elects, pursuant to subparagraph (c) of this Section, to audit the Developer's submission, the Developer will provide, in a timely manner, detailed financial and other information required for the selected firm or consultant to complete the audit.

(c) *Audits.* The City may, within 30 days after the Developer's submission of the Leveraged Rate of Return calculation, request an audit of the calculation by an independent firm or consultant selected by the City in its sole discretion. The Developer shall pay one-half of the costs of such firm or consultant. The firm or consultant shall inform the City and the Developer of any discrepancy identified by the audit in writing and provide a detailed explanation of the discrepancy. If the Developer does not provide a written objection to the audit findings within 30 days, then the audit findings shall be deemed final and the results of the audit shall be used in calculating or correcting the Leveraged Rate of Return and any payments owed to the City. If the Developer provides a written objection to the audit findings within 30 days, the Developer may request a new audit by a mutually-agreeable independent firm or consultant, the costs of which shall be paid by the Developer. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in calculating or correcting the Leveraged Rate of Return and any payments owed to the City.

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

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

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

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

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

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
Name: Kenneth Haskin  
Title: City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Gayle L. Conrad  
Title: City Clerk

**ARSENAL VENTURE LLC LLC**

By:  \_\_\_\_\_  
Name: Lindsey Radcliffe  
Title: Chief Executive Officer

## REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a home-rule city organized and existing under the laws of the State of Missouri (the “City”), and **ARSENAL VENTURE LLC**, a limited liability company organized and existing under the laws of the State of Missouri (the “Developer”).

### RECITALS:

1. The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act.
2. Pursuant to Ordinance No. 4803, adopted on January 4, 2016, the City Council approved the “Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015” (the “Redevelopment Plan”) and designated the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” pursuant to the Act.
3. Pursuant to Ordinance No. 5408, adopted on June 7, 2021, the City Council approved a redevelopment project (the “RPA 2 Redevelopment Project”) for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 2.”
4. The Developer submitted a proposal (the “Proposal”) to the City regarding a portion of the RPA 2 Redevelopment Project, which Proposal includes the redevelopment of the building located at 1 South Main Street to accommodate the needs of a behavioral and therapeutic services company (the “Developer Project”). The Proposal is attached as **Exhibit A**.
5. The Developer requested tax increment financing assistance to reimburse the Developer for a portion of the costs of completing the Developer Project.
6. Pursuant to Ordinance No. \_\_\_\_\_, adopted on [\*January 10, 2022\*], the City Council authorized the City to enter into this Agreement to provide the terms and conditions upon which the Developer will construct the Developer Project and be reimbursed for certain costs, as contemplated by the Act and the Redevelopment Plan.

### AGREEMENT

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

#### **Section 1. Development.**

- (a) The Developer hereby agrees to complete the Developer Project at its own expense no later than December 31, 2022. Completion of the Developer Project shall be deemed to have occurred when the City issues the occupancy permit pursuant to its municipal code for the Developer Project. Within 180 days after receipt of the final occupancy permit, the Developer may submit a Certificate of

Reimbursable Project Costs in substantially the form attached as **Exhibit B** hereto evidencing the costs of the Developer Project for which the Developer requests reimbursement pursuant to **Section 4** below.

(b) The City shall review the Certificate of Reimbursable Project Costs and provide written objections, if any, to the Developer within 30 days from receipt thereof. If any objections are provided, the Developer shall cure such objections and resubmit the Certificate of Reimbursable Project Costs. If no objections are provided within 30 days of receipt, the Developer shall advise the City in writing that the Developer has submitted a Certificate of Reimbursable Project Costs and that the City has not yet approved or objected to the certificate. The City shall have an additional 15 days following receipt of the Developer's written notice to provide its approval of or objections to the Certificate. The Certificate of Reimbursable Project Costs shall be deemed approved by the City on the 16th day following receipt of the Developer's written notice, unless affirmatively objected to or approved by the City prior to such date.

**Section 2. Submission and Approval of Construction Plans; Construction Standards.**

(a) The Developer shall submit construction plans for the Developer Project to the City as follows:

(i) The Developer will submit construction plans for the Developer Project and the City will review such plans for compliance with all applicable laws, statutes and ordinances, rules and regulations, including but not limited to, the safety and zoning regulations of the City. The Developer will not begin the Developer Project until it has received all requisite approvals from the City and other applicable agencies as required by federal, state, and local law, in accordance with a construction schedule agreed upon by the City and the Developer.

(ii) The Developer may make changes to the construction plans in accordance with federal, state and local law.

(b) The Developer will complete the Developer Project according to all applicable federal, state and local ordinances, laws, regulations and codes. The City may inspect the Developer Project in accordance with the applicable federal, state and local ordinances, laws, regulations and codes to ensure proper completion thereof.

**Section 3. Release and Indemnification.**

(a) Notwithstanding anything herein to the contrary, the City and its governing body, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City and its governing body, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the governing body, officials, agents, employees and independent contractors thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Developer Project, except as

such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(c) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the Developer Project or (ii) the negligence or willful misconduct of the Developer or its officers, managers, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Developer Project, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(d) The Developer agrees to indemnify, defend and hold harmless the City and its governing body, officials, agents, employees and independent contractors from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now-existing or hereafter-arising violation, actual or alleged, or any other liability, under or in connection with any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Developer Project in connection with the construction of the Developer Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

(e) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, managers, agents, employees or independent contractors or any other person who may be about the Redevelopment Area or the Developer Project due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City or its governing body, officials, agents, employees or independent contractors.

(f) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

(g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

#### **Section 4. Installment Payments by the City.**

(a) For purposes of **Sections 4** and **5** of this Agreement, the following terms shall have the following meanings:

“Available TIF Revenues” means 90% of the Payments in Lieu of Taxes and 50% of the Economic Activity Taxes (as defined in the Act), if any, generated from the Developer Project and deposited in the Special Allocation Fund. Notwithstanding the foregoing, Available TIF Revenues will not include (i) incremental utility tax revenues (if any) unless the Developer

provides the City with copies of utility bills from businesses located in the Developer Project prior to the end of the applicable Calculation Period, (ii) any Economic Activity Taxes that the City Council determines, in its sole discretion, are attributable to businesses that relocate into the Developer Project from elsewhere in the City, (iii) any Economic Activity Taxes generated from a use tax, and (iv) any revenues that are subject to a pending challenge or protest.

“Calculation Period” means initially, the period from the date the first Certificate of Reimbursable Project Costs is submitted to the last day of the second month preceding the first Payment Date (e.g., if the first Payment Date is July 1, 2023, the initial Calculation Period runs through May 31, 2023); and thereafter, each period from the end of the previous Calculation Period to the last day of the second month preceding the next Payment Date, except that the Calculation Period for the June 6, 2044 Payment Date will be from the end of the penultimate Calculation Period to April 30, 2044.

“Payment Date” means every January 1, April 1, July 1 and October 1 following the City’s approval or deemed approval of a Certificate of Reimbursable Project Costs pursuant to **Section 1** and also June 6, 2044 (i.e., the last business day before the 23<sup>rd</sup> anniversary of the approval of the ordinance approving the RPA 2 Redevelopment Project).

“Reimbursable Redevelopment Project Costs” means the costs of the Developer Project identified on the Certificate of Reimbursable Project Costs approved by the City in accordance with this Section in the maximum amount of \$248,078.

“Special Allocation Fund” means the fund created by Ordinance No. 5408, pursuant to which certain Payments in Lieu of Taxes and Economic Activity Taxes, if any, are deposited by operation of the Act.

(b) On each Payment Date, the City shall apply the Available TIF Revenues during the preceding Calculation Period as follows:

(i) the sum of \$500 shall be retained by the City as an administrative fee; and

(ii) the remaining Available TIF Revenues shall be paid to the Developer or its designee for the reimbursement of the Reimbursable Redevelopment Project Costs.

(c) On each Payment Date, the City shall provide the Developer with a written accounting showing the amount of Available TIF Revenues collected during the Calculation Period, the application of the Available TIF Revenues pursuant to this Section and the outstanding balance of the Reimbursable Redevelopment Project Costs not yet reimbursed.

(d) Notwithstanding anything to the contrary contained herein, in lieu of the payments described in (b), the City may issue bonds, notes or other obligations secured by Available TIF Revenues and use the sale proceeds of the bonds, notes or other obligations to pay the Reimbursable Redevelopment Project Costs due to the Developer. The Developer shall cooperate in good faith if the City decides to pursue any such issuance of bonds, notes or other obligations.

(e) The Developer shall cause all businesses generating taxable retail sales located in the Developer Project, if any, to provide a consent to the release of confidential sales tax information to the City, in substantially the form of **Exhibit C**, for the limited purpose of preparing and approving budgets,

appropriation requests and other actions contemplated by this Agreement. The Developer shall also require any “seller” (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri) located in the Developer Project to supply or cause to be promptly supplied to the City’s Finance Director, its monthly or quarterly sales tax information in a form substantially similar to the sales tax returns filed by such seller with the Missouri Department of Revenue.

**Section 5. Annual Appropriation of Economic Activity Taxes.**

(a) The City’s obligation to pay Economic Activity Taxes, if any, pursuant to this Section is limited to those funds budgeted and appropriated for that purpose during the City’s then-current fiscal year. The City agrees to cause the officials and employees in charge of drafting a budget to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration.

(b) The obligation of the City to pay Economic Activity Taxes, if any, hereunder constitutes a current expense of the City, is from year-to-year, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City’s obligation to pay Economic Activity Taxes, if any, hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

**Section 6. Representations, Warranties and Covenants.**

(a) *By the City.* The City represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The City is a home-rule city organized and existing under the laws of the State of Missouri and its charter, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

(ii) To the best of the City’s knowledge, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

(b) *By the Developer.* The Developer represents, warrants, covenants and agrees as the basis for the undertakings on its part herein contained that:

(i) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri and has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement.

(ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(iii) There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the completion or operation of the Developer Project.

(iv) The Developer agrees to maintain commercial general liability insurance for the Developer Project in a policy amount of not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as may be revised annually by the Missouri Department of Insurance. The Developer further agrees to name the City as an additional insured with respect to such insurance policy and to annually provide evidence of such insurance policy to the City.

(v) The Developer agrees to annually provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City's legal counsel) that insures the Developer's obligations to indemnify the City, as provided in this Agreement.

**Section 7. Termination.** This Agreement shall terminate upon the earliest of any of the following:

- (a) written notice is provided by the aggrieved party to the defaulting party to terminate this Agreement pursuant to **Section 8(b)**;
- (b) the satisfaction of all payments due under **Section 4(b)**; or
- (c) June 6, 2044.

**Section 8. Default and Remedies.**

(a) *Events of Default.* The following shall be events of default (each, an "Event of Default") with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successor to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within 60 days after receipt of such notice. If the Event of Default is not cured or remedied within such 60-day period (or, in the case of an Event of Default that cannot be cured within a 60-day period, the defaulting party does not make reasonable progress toward curing the default and/or does not notify the aggrieved party of when such default will be cured), then the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such

rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other party.

(ii) The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor the Developer, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the Developer Project, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or the Developer shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within 30 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 9. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the parties hereto.

**Section 10. Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

**Section 11. Scope.** This Agreement constitutes the entire Agreement between the parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the parties.

**Section 12. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of this Agreement.

**Section 13. Transferability.** This Agreement may not be assigned by the Developer without the express written approval of the City unless such assignment is to an entity succeeding to all or substantially all of the business of the Developer or to an entity controlled by the Developer or under common control with the Developer (in which case the Developer shall provide notice to the City of such assignment within ten days from the date of such assignment).

**Section 14. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

To the City:                   City of Cape Girardeau  
401 Independence Street  
Cape Girardeau, Missouri 63702  
Attn: City Manager

with copies to:               City of Cape Girardeau  
401 Independence Street  
Cape Girardeau, Missouri 63702  
Attn: City Attorney

and:                             Gilmore & Bell, P.C.  
One Metropolitan Square  
211 North Broadway, Suite 2000  
St. Louis, Missouri 63102  
Attn: Mark D. Grimm, Esq.

To the Developer:           Arsenal Venture LLC  
338 Broadway, Suite 101  
Cape Girardeau, Missouri 63701  
Attn: Lindsey Radcliffe

**Section 15. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 16. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court of Cape Girardeau County, Missouri. The Developer expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 17. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

**Section 18. Federal Work Authorization Program.** Simultaneously with the execution of this Agreement, the Developer will provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

**Section 19. Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

**Section 20. City Fees.** Simultaneously with the execution of this Agreement, the Developer shall pay the City the sum of \$500 for legal and other fees and expenses incurred in connection with the preparation, negotiation and approval of this Agreement and the Redevelopment Plan.

**Section 21. Anti-Discrimination Against Israel Act.** Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

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

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
Name: Kenneth Haskin  
Title: City Manager

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Gayle L. Conrad  
Title: City Clerk

**ARSENAL VENTURE LLC**

By: \_\_\_\_\_  
Name: Lindsey Radcliffe  
Title: Chief Executive Officer

**EXHIBIT A**  
**PROPOSAL OF DEVELOPER**

**EXHIBIT B**

**FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS**

Certificate of Reimbursable Project Costs

TO: City of Cape Girardeau, Missouri  
401 Independence Street  
P.O. Box 617  
Cape Girardeau, Missouri 63702  
Attention: City Manager

**Re: Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015 – RPA 2 Redevelopment Project**

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of \_\_\_\_\_, 2022 (the “*Agreement*”) between the City of Cape Girardeau, Missouri (the “*City*”), and Arsenal Venture LLC (the “*Developer*”). In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** is a Reimbursable Redevelopment Project Cost that was incurred in connection with the completion of the Developer Project.
2. These Reimbursable Redevelopment Project Costs have been paid by the Developer and are reimbursable under the Act and the Agreement.
3. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
4. All necessary permits and approvals required for the Developer Project are in full force and effect.
5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “redevelopment project cost” within the meaning of the Act, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
6. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ARSENAL VENTURE LLC**

By: \_\_\_\_\_  
Lindsey Radcliffe, Chief Executive Officer

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF CAPE GIRARDEAU, MISSOURI**

By: \_\_\_\_\_  
[Name], [Title]

Schedule 1  
To Certificate of Reimbursable Project Costs

**EXHIBIT C**

**CONSENT TO RELEASE OF CONFIDENTIAL SALES TAX INFORMATION**

To facilitate the reporting requirements that are applicable to the Redevelopment Plan for the Downtown Tax Increment Financing District, Cape Girardeau, Missouri, 2015 (the "Redevelopment Plan"), pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, RSMo., as amended (the "Act"), [Seller] hereby consents to the inclusion, within any reports required by the Act, of the sales tax revenue data for its operations within the Redevelopment Area described in the Redevelopment Plan.

Dated: \_\_\_\_\_, 20\_\_

**[Seller]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**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 1918 North Kingshighway, in the City and County of Cape Girardeau, Missouri, from C-2 to NC.

---

**EXECUTIVE SUMMARY**

The attached ordinance rezones the property at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District). The City Council's public hearing on the rezoning request was held on April 7, 2025.

---

**BACKGROUND/DISCUSSION**

A rezoning application has been submitted for the property at 1918 North Kingshighway. The applicant is requesting that the property be rezoned from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District).

The immediately surrounding properties are zoned C-2 (Highway Commercial District) on all sides. 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 Regional Commercial.

The attached ordinance rezones the property to NC. The City Council's public hearing on the rezoning request was held on April 7, 2025.

---

**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 contains a two-story building with a walkout basement level. It was used as a motel and apartments until 2017 when it was converted to commercial suites. The property owner would like to convert a portion of the building back to apartments and keep the remainder as commercial suites. The C-2 district does not permit residential uses. The NC district does permit residential uses, provided such uses are located above the first floor or behind/below nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages. Given the building's design, construction, and use history, allowing the second and/or basement levels to be used for apartments appears reasonable. Additionally, some of the other properties along this section of Kingshighway contain apartments or other residential uses. For these reasons, the proposed NC district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

---

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended approval of the rezoning request.

## BOARD OR COMMISSION RECOMMENDATION

---

The Planning and Zoning Commission held a public hearing at its March 12, 2025 meeting and recommended approval of the rezoning request by a vote of 5 in favor, 0 in opposition, and 0 abstaining.

## PUBLIC OUTREACH

---

The City Council's public hearing was advertised in the Southeast Missourian on March 22, 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.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">25-35_1918_North_Kingshighway_Rezone.doc</a>	Ordinance
<a href="#">Staff_Review-Referral-Action_Form.pdf</a>	1918 North Kingshighway - Staff RRA Form
<a href="#">Map_-_1918_North_Kingshighway_-_Zoning.pdf</a>	1918 North Kingshighway - Zoning Map
<a href="#">Map_-_1918_North_Kingshighway_-_FLU.pdf</a>	1918 North Kingshighway - FLU Map
<a href="#">Application_-_1918_N_Kingshighway_Rezoning.pdf</a>	1918 North Kingshighway - Application
<a href="#">Sec._30-67._-C-2_Highway_Commercial_District.pdf</a>	C-2 District Regulations
<a href="#">Sec._30-64._-NC_General_Commercial_District.pdf</a>	NC District Regulations

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 1918 NORTH KINGSHIGHWAY, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM C-2 TO NC

WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this ordinance from C-2, Highway Commercial District, to NC, Neighborhood Commercial 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, April 7, 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-2, Highway Commercial District, to NC, Neighborhood Commercial 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-2, Highway Commercial District, to NC, Neighborhood Commercial District, for the following described property:

1918 North Kingshighway

A tract of land being in the Northeast Quarter of the Northwest Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian known as Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19, Page 94 in the Land Records of Cape Girardeau County, Missouri, being more particularly described as follows:

Begin at the southeast corner of said Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19 at Page 94, said point being on the north right of way line of North Kingshighway (Rte. 61); thence along said right of way line, North 54°13'41" West, 218.97 feet to a point, said point being the intersection of the north

right of way line of North Kingshighway and the east right of way line of Golden Eagle Court; thence along the east right of way line of Golden Eagle Court, along a curve concave to the northeast having a radius of 20.0 feet for a distance of 29.49 feet (chord bearing North 11°59'18" West, 26.89 feet); thence North 30°15'13" East, 104.06 feet; thence along a curve to the left having a radius of 230.0 feet for a distance of 80.98 feet (chord bearing North 20°10'01" East, 80.56 feet); thence leaving said east right of way line; North 89°53'55" East, 102.47 feet; thence South 00°06'05" East, 320.0 feet to the point of beginning.

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 NC, Neighborhood Commercial 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:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**CITY OF CAPE GIRARDEAU, MISSOURI**

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

FILE NO. 1476

LOCATION: 1918 North Kingshighway

**STAFF REVIEW & COMMENTS:**

Paul James is requesting to rezone the above listed property from C-2 (Highway Commercial) to NC (Neighborhood Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

[Signature]  
City Planner

2/26/25  
Date

[Signature]  
City Attorney

2/26/25  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

[Signature]  
City Manager

2/28/25  
Date

***Planning & Zoning Commission***

Public Hearing Sign Posting Date: 3-5-25 Public Hearing Date: 3-12-25

**RECOMMENDED ACTION:**

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

VOTE COUNT: 5 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]  
Chris Martin  
Planning & Zoning Commission Secretary

***City Council Action***

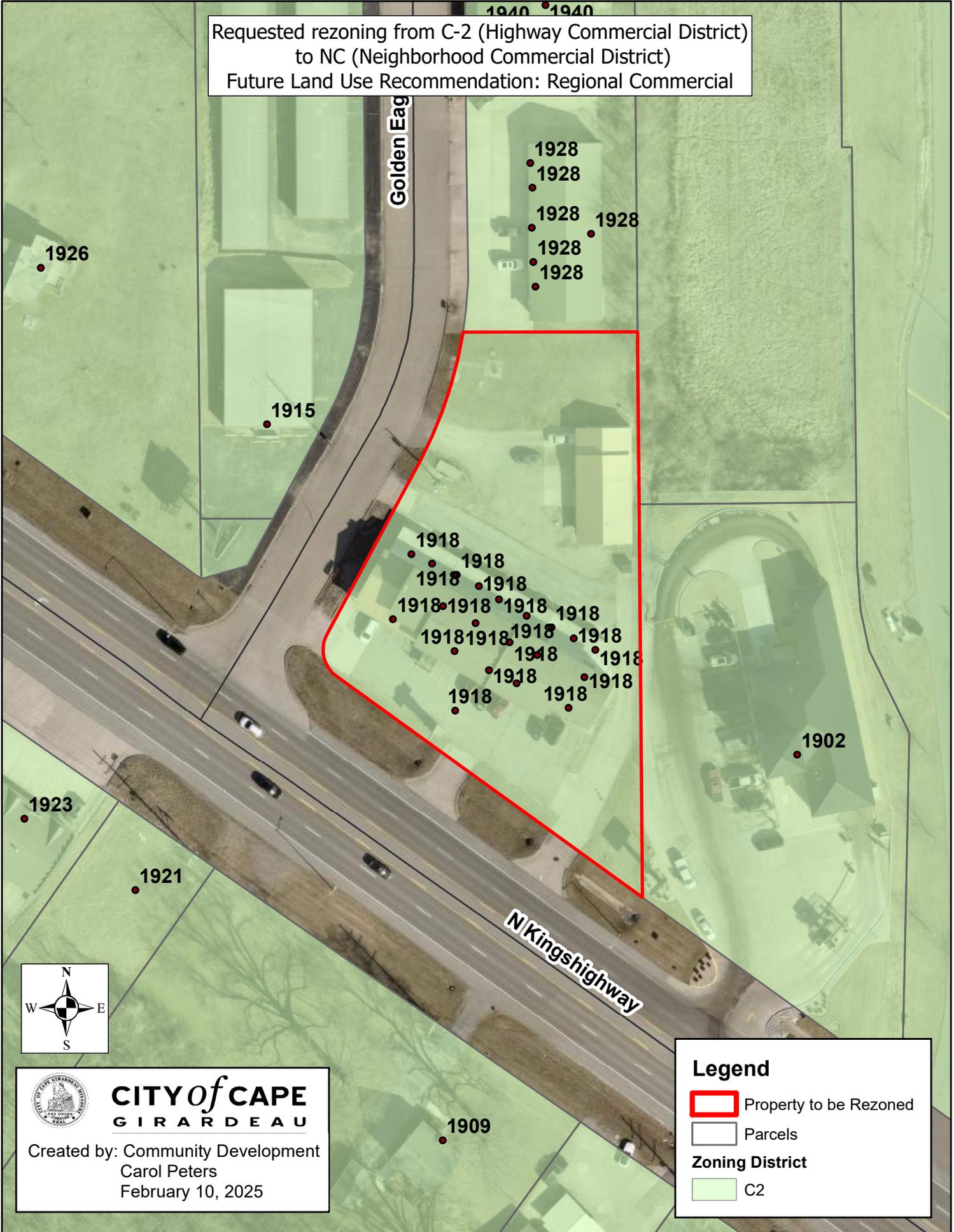
Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25  
Ordinance 1<sup>st</sup> Reading 4-7-25 Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

VOTE COUNT: \_\_\_\_\_ Favor \_\_\_\_\_ Oppose \_\_\_\_\_ Abstain

ORDINANCE # \_\_\_\_\_ Effective Date: \_\_\_\_\_

# Rezoning Request - 1918 North Kingshighway

Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial



**CITY of CAPE**  
GIRARDEAU

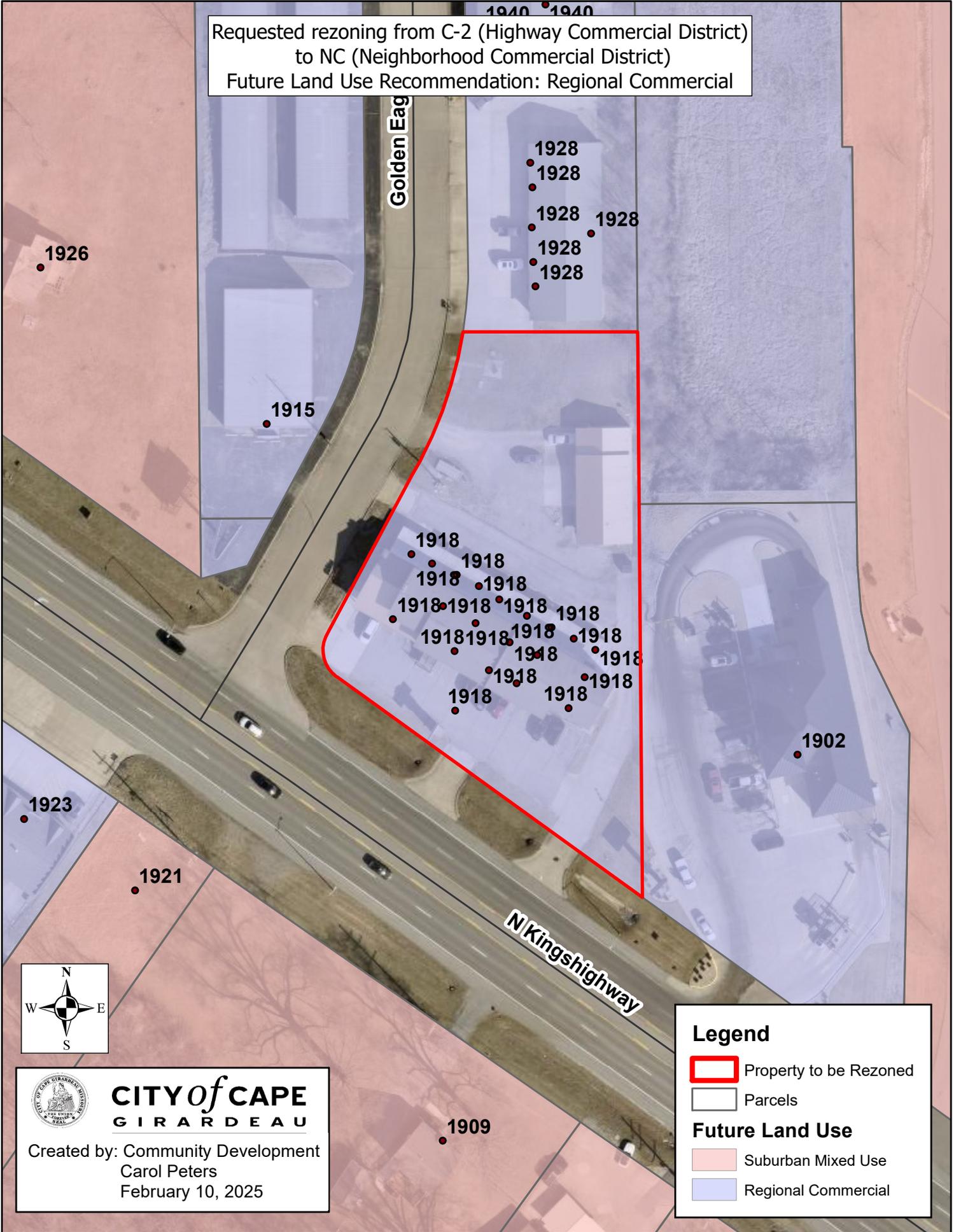
Created by: Community Development  
Carol Peters  
February 10, 2025

### Legend

- Property to be Rezoned
- Parcels
- Zoning District**
- C2

# Rezoning Request - 1918 North Kingshighway

Requested rezoning from C-2 (Highway Commercial District)  
to NC (Neighborhood Commercial District)  
Future Land Use Recommendation: Regional Commercial



**CITY of CAPE**  
GIRARDEAU

Created by: Community Development  
Carol Peters  
February 10, 2025

## Legend

Property to be Rezoned

Parcels

## Future Land Use

Suburban Mixed Use

Regional Commercial



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**

1918 North Kingshighway

<b>Applicant</b> Paul James		<b>Property Owner of Record</b> P S James Enterprises Inc <input type="checkbox"/> Same as Applicant	
<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701	<b>Mailing Address</b> 2230 Boulder Crest Drive	<b>City, State, Zip</b> Cape Girardeau, MO 63701
<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com	<b>Telephone</b> 573-450-9030	<b>Email</b> pljames30@gmail.com
<b>Contact Person</b> Paul James		<i>(Attach additional owners information, if necessary)</i>	
<b>Type of Request</b> <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Both		<b>Proposed Special Use (Special Use Permit requests only)</b> N/A	
<b>Existing Zoning District</b> C-2, Highway Commercial District		<b>Proposed Zoning District (Rezoning requests only)</b> NC, Neighborhood Commercial District	

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

1. Please see attachment for legal description of property.
2. Please see attachment for site survey.

**Describe the proposed use of the property.**

Business and Apartments.  
 Business use at first floor.  
 Apartments at second floor and lower level.

*Application continues on next page*

<b>OFFICE USE ONLY</b>			
Date Received & By	2-7-25	File #	1476
MUNIS Application #	16191	MUNIS Permit #	
Application Fee Received \$		<input type="checkbox"/> Check #	
		<input type="checkbox"/> Credit Card	
		<input type="checkbox"/> 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.  
N/A
- 2) The proposed special use will not substantially increase fire hazards.  
N/A
- 3) The proposed special use will not adversely affect the character of the neighborhood.  
N/A
- 4) The proposed special use will not adversely affect the general welfare of the community.  
N/A
- 5) The proposed special use will not overtax public utilities.  
N/A

---

**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.

Paul L James PAUL JAMES  
Property Owner of Record Signature and Printed Name

2/6/25  
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.

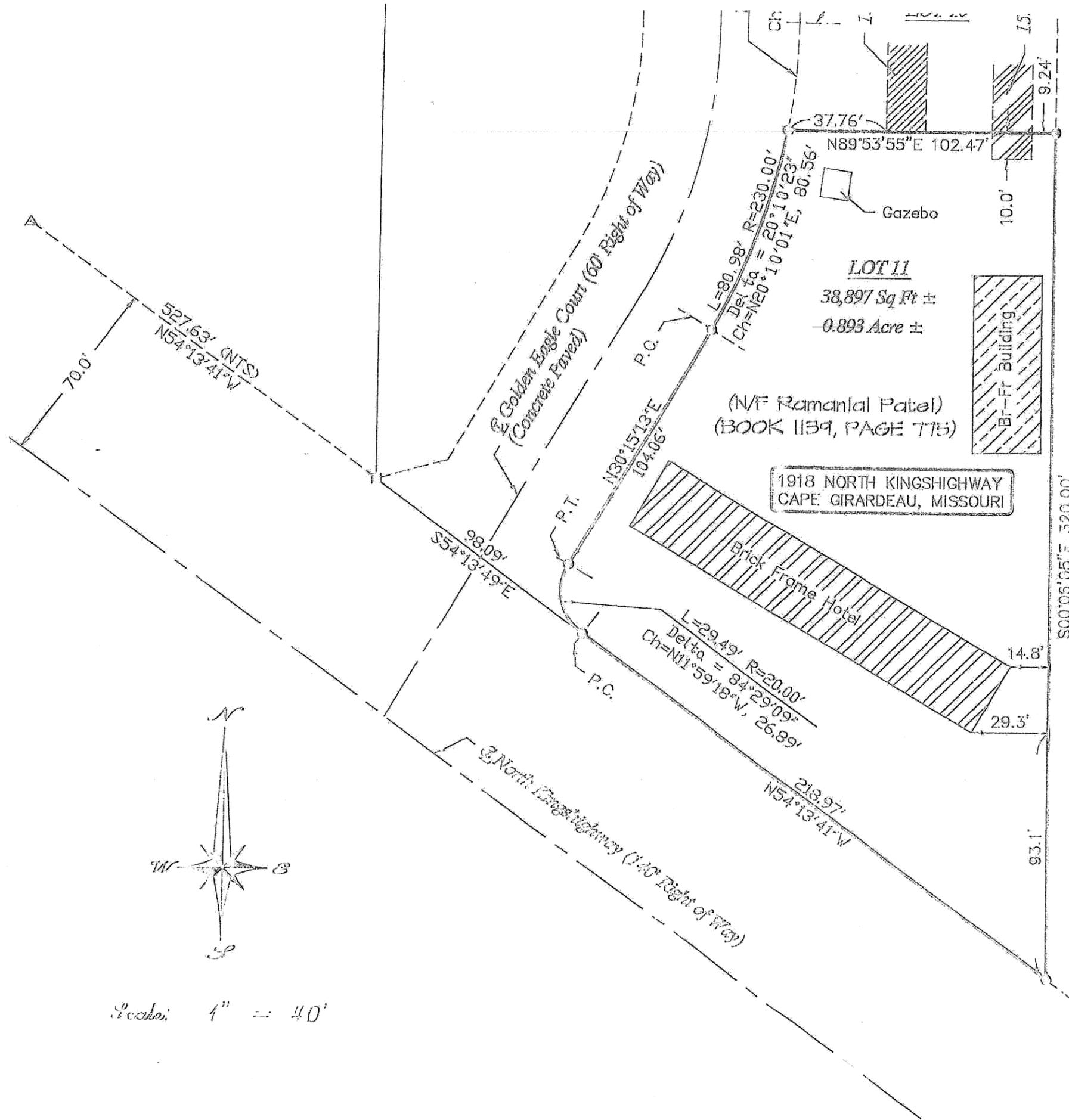
Paul L James PAUL JAMES  
Applicant Signature and Printed Name

2/6/25  
Date

### Property Legal Description

A tract of land being in the Northeast Quarter of the Northwest Quarter of Section 26, Township 31 North, Range 13 East of the Fifth Principal Meridian known as Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19, Page 94 in the Land Records of Cape Girardeau County, Missouri, being more particularly described as follows:

Begin at the southeast corner of said Lot 11 of Golden Eagle Subdivision as recorded in Plat Book 19 at Page 94, said point being on the north right of way line of North Kingshighway (Rte. 61); thence along said right of way line, North  $54^{\circ}13'41''$  West, 218.97 feet to a point, said point being the intersection of the north right of way line of North Kingshighway and the east right of way line of Golden Eagle Court; thence along the east right of way line of Golden Eagle Court, along a curve concave to the northeast having a radius of 20.0 feet for a distance of 29.49 feet (chord bearing North  $11^{\circ}59'18''$  West, 26.89 feet); thence North  $30^{\circ}15'13''$  East, 104.06 feet; thence along a curve to the left having a radius of 230.0 feet for a distance of 80.98 feet (chord bearing North  $20^{\circ}10'01''$  East, 80.56 feet); thence leaving said east right of way line; North  $89^{\circ}53'55''$  East, 102.47 feet; thence South  $00^{\circ}06'05''$  East, 320.0 feet to the point of beginning.



**SYMBOLS LEGEND**

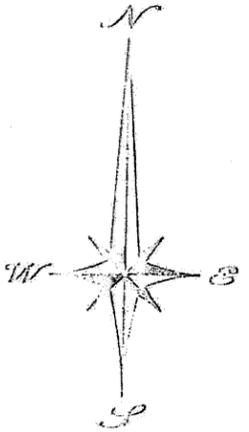
1. ○ = 1/2" IRON RODS (SET).
2. || = 1/2" IRON RODS (FND).
3. △ = METAL R/W MARKERS (FND).
4. ⊙ = CONCRETE CROSS (CUT).

**TITLE REFERENCES**

BOOK 1139, PAGE 775 (SUB)  
 BOOK 1078, PAGE 277 (ADJ)  
 DOC. NO. 2005-17280 (ADJ)  
 DOC. NO. 2005-17279 (ADJ)

SURVEY CLASS... "URBAN"

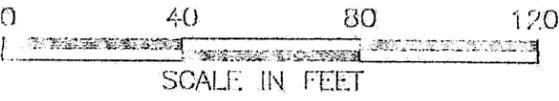
(N/F Brandon Williams Development, LLC)  
 (Doc. No. 2005-17280)  
 (Doc. No. 2005-17279)



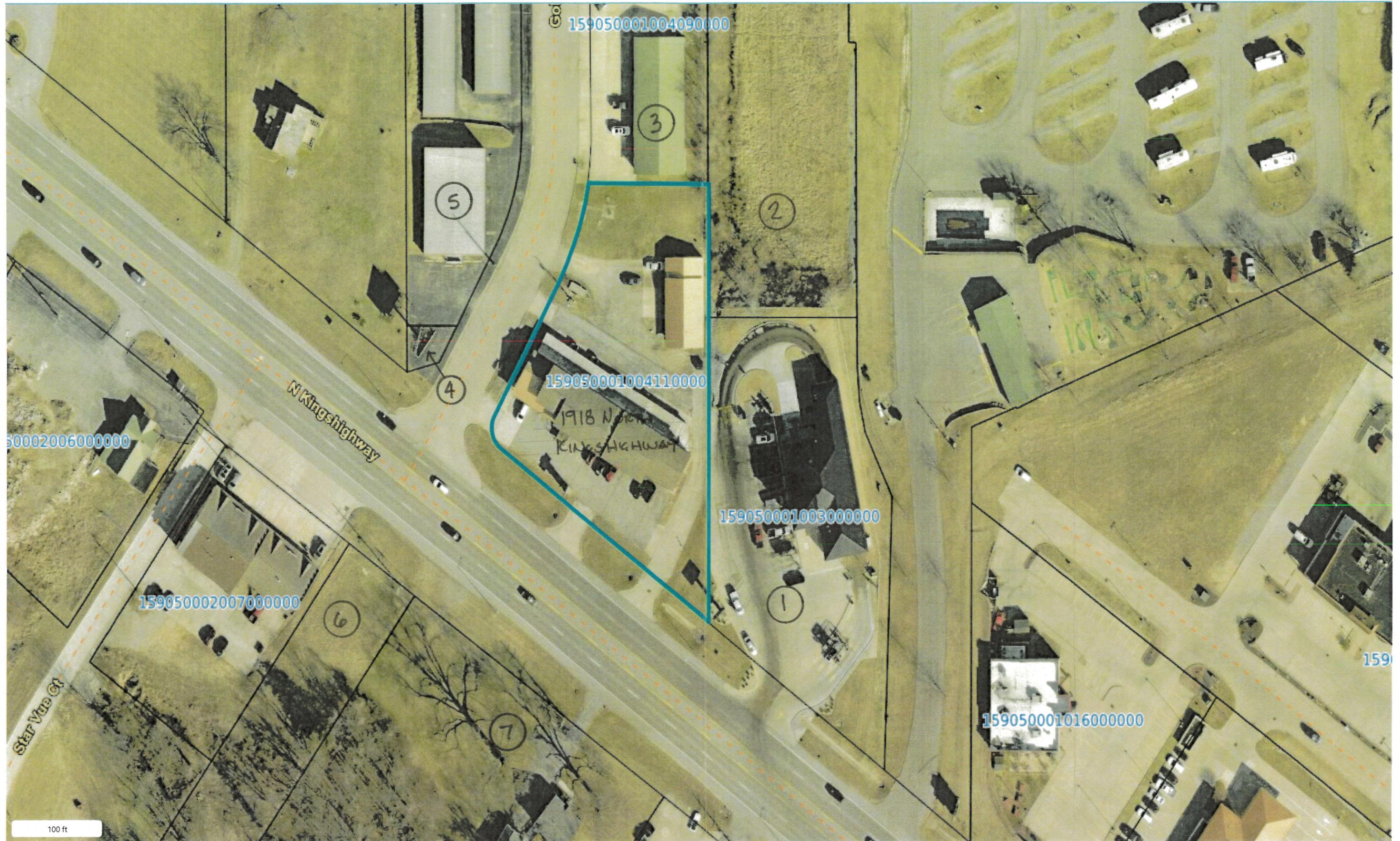
Scale: 1" = 40'

ASSESSOR'S MAP NUMBER 15-905

JOB NUMBER 2007-018



**LARRY D. DOWDY**  
**SURVEYING**  
 2823 PENNYVILLE RD.  
 CAPE GIRARDEAU, MO. 63701  
 (573) 385-0464  
 DATE: 02/13/07



Adjacent Property List: 1918 North Kingshighway

1. 1902 N Kingshighway: Club Carwash Cape Kingshighway LLC  
1591 E Prathersville Road  
Columbia, MO 65202-9614
2. 1980 Golden Eagle Court: Church Enterprises LLC  
619 N Broadview Street  
Cape Girardeau, MO 63701-4313
3. 1928 Golden Eagle Court: Linda Joyce Koch 2000 Trust  
1540 Kingsbury Road  
Cape Girardeau, MO 63701
4. N Kingshighway: Drury Southwest Signs Inc.  
101 South Farrar Drive  
Cape Girardeau, MO 63701
5. 1915 Golden Eagle Court: Grey Wolf Investments LLC  
2681 East Main Street  
Jackson, MO 63755-2473
6. 1921 N Kingshighway: Unique Baby LLC  
1923 North Kingshighway Suite 4  
Cape Girardeau, MO 63701
7. 1909 N Kingshighway: K D Crosnoe LLC  
1901 Oak Hills Street  
Cape Girardeau, MO 63701-2933

Sec. 30-67. - C-2, Highway Commercial District.

(a) *Purpose.* The C-2 district provides for commercial uses typically found along major thoroughfares, which are generally more intensive than uses permitted in the other commercial districts. As such, this district is primarily intended for areas of the city located in high-volume traffic corridors. In addition to uses permitted in the C-1 district, the C-2 district permits commercial developments requiring long-term outdoor display of merchandise. Other uses having the potential to significantly affect adjacent residential and commercial districts may be allowed with approval of a special use permit.

(b) *Permitted principal uses.*

- (1) Arenas or stadiums.
- (2) Art galleries or museums.
- (3) Auditoriums or theaters.
- (4) Banks or other financial institutions.
- (5) Banquet facilities.
- (6) Bed and breakfasts.
- (7) Commercial day cares.
- (8) Commercial recreation facilities.
- (9) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.
- (10) Driving ranges.
- (11) Funeral homes or mortuaries.
- (12) Governmental facilities.
- (13) Health or fitness centers.
- (14) Helicopter landing pads, heliports or other landing areas in relationship with a hospital.
- (15) Hospitals.
- (16) Hotels or motels.
- (17) Institutions of higher education, including business, career or technology schools.
- (18) Instructional schools for art, dance, music, martial arts or other disciplines.
- (19) Kennels.
- (20) Libraries.
- (21) Meeting halls.
- (22) Microbreweries.
- (23) Mini warehouses or self-storage units.
- (24) Nurseries or greenhouses.
- (25) Nursing homes.
- (26) Offices.
- (27) Outdoor storage facilities for recreational vehicles or watercraft.
- (28) Parks or playgrounds.
- (29) Personal service establishments.
- (30) Pet grooming facilities.

- (31) Police or fire stations.
- (32) Residential treatment facilities.
- (33) Restaurants or bars.
- (34) Retail or rental establishments.
- (35) Television or radio studios, including any transmitting facilities.
- (36) Transit terminals.
- (37) Transitional housing.
- (38) Vehicle fueling, service or repair facilities, excluding body or paint shops.
- (39) Vehicle washing facilities, automatic or hand wash.
- (40) Veterinary clinics or animal hospitals.
- (41) Warehouses or distribution centers.
- (42) 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) Amusement parks.
- (2) Billboards, as permitted elsewhere in the city Code.
- (3) Campgrounds, travel trailer or recreational vehicle parks.
- (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (5) Manufactured business units, for office use only.
- (6) 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.
- (7) Short-term or long-term use of shipping containers for principal uses, as permitted in section 30-105.
- (8) Telecommunication towers, as permitted in section 30-107.
- (9) The allowance of additional height up to a total of 100 feet, not to exceed a total of eight stories.
- (10) Vehicle body or paint shops.
- (11) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

- (1) Outdoor display of merchandise is 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. Vehicles for sale or rental and 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.
- (2) Outdoor service areas and equipment, storage areas, and 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: 60 feet, not to exceed five 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, § 30-334; Ord. No. 5211, art. 5, 7-15-2019; Ord. No. 5551, art. 1, 6-20-2022; Ord. No. 5615, art. 4, 2-6-2023)

Sec. 30-64. - NC, Neighborhood Commercial District.

- (a) *Purpose.* The NC district is intended to provide small, convenient retail/commercial services and offices that provide convenience goods or personal service primarily to people residing in adjacent residential areas. This district is designed to accommodate compact, commercial uses in residential neighborhoods at intersections or along major streets, or to function as a transition between more intense commercial uses and neighborhoods. Additional requirements for light, air, building design, open space and landscaping are required to alleviate any adverse impact on surrounding neighborhoods.
- (b) *Permitted principal uses.*
- (1) Commercial day care.
  - (2) Personal service establishments, including, but not limited to, beauty parlors, barber shops, dry cleaning and laundry pick-up, shoe repair, self-service laundromats, express or mailing offices, and hearing aid and eye glass shops.
  - (3) Police and fire stations.
  - (4) Public parks, playgrounds and recreational facilities.
  - (5) Residential uses, provided such uses are located above the first floor or behind nonresidential uses so as to promote continuous nonresidential uses on the first floor level along street frontages.
  - (6) Restaurants and bars, excluding drive-in, pick-up or drive-through facilities.
  - (7) Retail establishments which supply convenience and specialized goods and services, including, but not limited to, groceries, bakery, package liquor, books, candy, dairy products, drugs, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstands, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.
  - (8) Pet grooming, with sales of pet grooming products allowed as an accessory use. The following uses are not accessory to this use and are prohibited: overnight pet stays, the sale or breeding of pets, kennels, veterinarian services, runs and outside facilities.
  - (9) Finance, insurance and real estate services, including, but not limited to, banks, insurance offices and security brokers. Banks and financial institutions may include automatic teller machines and drive-through facilities with a maximum of two teller stations or lanes.
- (c) *Permitted accessory uses.*
- (1) Accessory structures and uses customarily incidental to the above uses, including, but not limited to, garages, and dumpster storage facilities as permitted in [section 30-106](#).
  - (2) Solar energy systems, as permitted in [section 30-113](#).
  - (3) Short-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).
- (d) *Special uses.*
- (1) School and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
  - (2) Vehicle fueling station, not including service and repair.
  - (3) The allowance of additional height, not to exceed 35 feet, as long as additional height does not adversely affect the surrounding neighborhood.
  - (4) Wind energy conversion systems, as permitted in [section 30-113](#).
  - (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) Short-term or long-term use of shipping containers for principal uses, as permitted in [section 30-105](#).

(7) Long-term use of shipping containers for accessory uses, as permitted in [section 30-105](#).

(e) *Standards.*

(1) A site plan, meeting the requirements of [chapter 25](#) shall be submitted and approved.

(2) Buildings shall be designed in individual or small groupings and shall not exceed 16,000 square feet per structure with a maximum footprint of 10,000 square feet, nor exceed two stories in height, except as provided with a special use permit. The commercial development shall be designed and sized in a manner which is architecturally, aesthetically and operationally harmonious with surrounding development.

(3) No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.

(4) All activities and permitted uses except off-street parking and loading facilities, drive-through facilities, public parks and playgrounds, day care activities, outdoor eating and drinking facilities and outdoor music, shall be conducted entirely within a completely enclosed building.

(5) Utilitarian areas such as loading docks, mechanical equipment, storage areas and dumpsters shall be located at the rear of the building and properly screened as required in [chapter 25](#).

(6) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as arterials, or collectors.

(7) All structures in a NC district shall be constructed using materials, surfaces, textures, and colors that are compatible with the surrounding development. Design review shall be performed as part of the site plan review required in [chapter 25](#).

(8) Lighting shall be designed to be directed away from any adjacent residential area and in accordance with [chapter 25](#).

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

(1) Maximum height: Two stories not to exceed 25 feet.

(2) Minimum lot area: None.

(3) Maximum density: None.

(4) Maximum floor area: 16,000 square feet.

(5) Minimum lot width: None.

(6) Minimum yard requirements:

a. Front yard: 25 feet.

b. Rear yard: 20 percent of the lot depth or ten feet, whichever is greater. No more than 25 feet shall be required.

c. Side yard: None, except where located adjacent to residential uses, then ten feet.

(7) Maximum building coverage, including accessory buildings: 35 percent of the lot.

(g) *Open space, landscaping and bufferyard requirements.*

(1) A minimum of 20 percent of the total lot area shall be devoted to open space, including required yard and bufferyards.

(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, R-2 or R-3 zoning districts. This bufferyard shall comply with the requirements of [chapter 25](#).

(h)

*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.

(Code 1990, § 30-331; Ord. No. 5012, art. 5, 10-2-2017)

---

**Staff:** Jake Garrard, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance authorizing the acquisition of Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau.

---

**EXECUTIVE SUMMARY**

The attached Ordinance authorizes City staff to acquire an easement from a property owner for the Cape LaCroix Trail Repair Project.

---

**BACKGROUND/DISCUSSION**

In 2023, the City of Cape Girardeau applied for and was subsequently awarded a MoDOT Transportation Alternatives Program grant administered through the Missouri Department of Transportation.

---

**FINANCIAL IMPACT**

The Federal cost share for this project will be eighty (80) percent not to exceed \$480,680.80. Any costs for the improvements which exceed this amount will be the responsibility of the City. The City will fund its cost portion from PRS 2 Funds.

---

**STAFF RECOMMENDATION**

Staff recommends approval of the ordinance authorizing the acquisition of property for the Cape LaCroix Trail Repair Grant Project, in the City of Cape Girardeau, Missouri.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-37_Prop_Acquisition_TCE_Trail_Repair.docx</a>	Ordinance
<a href="#">LaCroix_Exhibit.pdf</a>	Location Map

AN ORDINANCE AUTHORIZING THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FROM PROPERTY OWNERS FOR THE CAPE LACROIX TRAIL REPAIR PROJECT, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Staff is authorized to acquire Temporary Construction Easements and Permanent Easements from property owners for the Cape LaCroix Trail Repair Project. The City staff is hereby authorized to accept offers of donation of property needed, make appropriate offers of purchase to the owners of the properties based on values provided by professional appraisers; to negotiate with the property owners in an effort to reach agreement for the purchase of the properties needed and if the negotiations fail, then to proceed to acquire the needed properties through the exercise of the City's powers of Eminent Domain. 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. All of the above actions heretofore taken by City Staff relating to this Project are hereby authorized and ratified by the City Council.

ARTICLE 2. The Council of the City of Cape Girardeau, Missouri hereby finds and declares that the acquisition of Temporary Construction Easements and Permanent Easements from property owners as described in Exhibit A, attached and incorporated herein, is for a public use and that such acquisition is within the scope of the authority or power of the City of Cape Girardeau, Missouri, and that the acquisition of the properties is reasonable and necessary for public use in order to provide for the completion of the Cape LaCroix Trail Repair Project, in the City of Cape Girardeau, Missouri.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

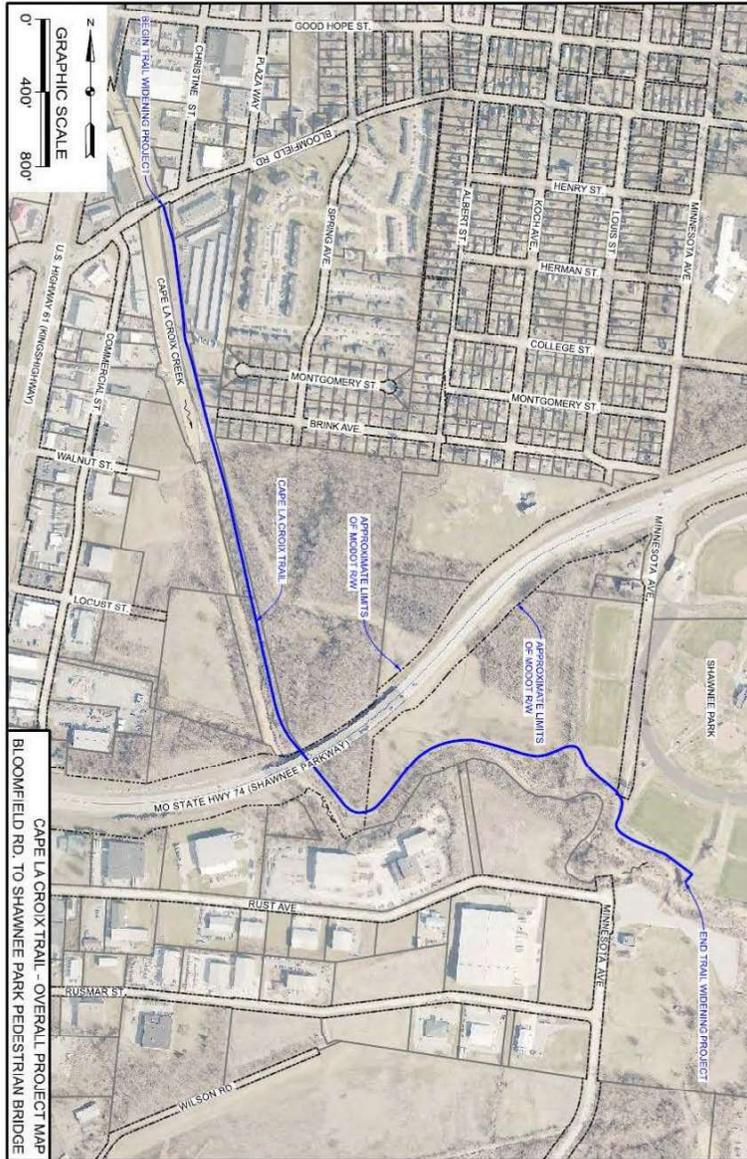
\_\_\_\_\_  
Stacy Kinder, Mayor



ATTEST:  
\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk

### Exhibit A - Location of Project

#### Attachment B - Project Information



The proposed section of trail work is highlighted in the map shown above.

---

**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance authorizing the Mayor to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

The attached ordinance conveys a parcel along Hopper Road in the City of Cape Girardeau to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017.

---

**BACKGROUND/DISCUSSION**

The City of Cape Girardeau owns a piece of land along Hopper Rd acquired during the Hopper Road Phase 1 Extension project of 2008. The neighbor bordering the property inquired with the City about purchasing the land. The City of Cape Girardeau advertised for sale a parcel of City owned property along Hopper Rd, being PIN: 15-913-00-01-056.00-0000. The advertisement was published in the Southeast Missourian newspaper on January 21, 2025. Bids were accepted through February 21, 2025 with an invitation for the public to send bids for purchase of the parcel. Only one bid was received and thus was awarded the right to purchase the parcel.

Upon completion of the purchase, Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating 2 Utility Easements to the City of Cape Girardeau for access to install, maintain, and/or repair utilities. Additionally, the City will be vacating interest in an existing easement at the current westernmost property line of 3556 Pheasant Cove Drive. This is an erroneous, unnecessary easement along the old property line that will be cutting right through the middle of the back yard of the new, combined lots after the sale.

---

**FINANCIAL IMPACT**

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 is paying \$ 10,010.99 for 0.78 acres of City owned property.

An independent appraisal was performed on this property. The bid price is above the appraised value. This is a non-buildable parcel and the city no longer needs this parcel. The parcel is connected to the Mogelnicki property.

The necessary 2 Easements will be donated by Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017. Associated recording fees will be paid by the City of Cape Girardeau, Missouri.

## **SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

---

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating and granting 2 Utility Easements over the property they are acquiring. 1 along the Hopper Rd right of way and 1 along the far western side of the property being acquired. There are not current plans for expansion of utilities in these 2 locations. They just set the property up for future needs for the extension of the sewer and water systems.

## **STAFF RECOMMENDATION**

---

Staff recommends approval of the ordinance authorizing the Mayor to execute a Special Warranty Deed to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for a parcel located at Hopper Road in the City of Cape Girardeau, Missouri.

<b><u>ATTACHMENTS:</u></b>	
Name:	Description:
<a href="#">25-38_SW_D_Mogelnicki_3556_Pheasant_Cove-Hopper.doc</a>	Ordinance
<a href="#">GOOD_EXHIBIT_Property_to_Sell_Hopper_Rd_City_Parcel.pdf</a>	Exhibit
<a href="#">SWD - Parcel at Hopper Rd behind 3556 Pheasant Cove.pdf</a>	Special Warranty Deed

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED TO THE TRUSTEES OF THE MOGELNICKI FAMILY REVOCABLE TRUST DATED DECEMBER 27, 2017, FOR PROPERTY ADJACENT TO 3556 PHEASANT COVE DRIVE, 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 Mayor, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Special Warranty Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017, for property adjacent to 3556 Pheasant Cove Drive, in the City of Cape Girardeau, Missouri, more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot No. 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43, said point being on the North line of Lot 76 of said subdivision; Thence along said North line, N 83° 53' 53" W, 60.00 feet to a point on the East line of a tract of land as recorded in the land records of the County Recorder's Office in Book No. 973 at Page 751; Thence along the East line of said tract, N 34° 27' 00" W, 214.77 feet to the Northeast corner of said tract; Thence N 34° 27' 00" W, 2.07 feet to the beginning of a non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet; Thence S 36° 16' 34" W, 227.60 feet to the Point of Beginning, containing 0.78 acres more or less. (33,908.70 square feet)

ARTICLE 2. As part of this conveyance, Mogelnicki Family Revocable Trust dated December 27, 2017 will grant to the City the following easements, more particularly described as follows:

ONE (1) TEN (10) FOOT WIDE AND ONE (1) TWENTY FOOT (20) WIDE UTILITY EASEMENT, BOTH BEING FROM A PART OF A TRACT OF LAND MORE SPECIFICALLY DESCRIBED IN DEED BOOK 1044, AT PAGE 119 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI. SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A ten (10) foot wide Utility Easement laying wholly South of and adjacent to the Northern Boundary Line of said deed recorded in Deed Book 1044, at Page 119, said line being the same as the Southern Right of Way Line of Hopper Road, and being the same line with the following courses from said deed: A non-tangent curve concave to the Northeast, having a central angle of  $02^{\circ} 47' 55''$  and a radius of 1430.00 feet, from which point a radial line bears  $N 02^{\circ} 47' 55'' E$ ; Thence along said curve in an Easterly direction 69.85 feet; Thence  $S 90^{\circ} 00' 00'' E$ , 247.17 feet. Said 10 foot wide easement sides to be prolonged or shortened to match the Western and Eastern Boundary Lines of said tract of land described in Deed Book 1044, at Page 119. Said Easement contains 3,099 square feet more or less.

Also, a twenty (20) foot wide Utility Easement laying wholly East of and adjacent to the Western Boundary Line of said deed recorded in Deed Book 1044, at Page 119 and being the same line with a bearing and distance of  $N 34^{\circ} 27' 00'' W$ , 216.84 feet which runs between the Northwest Corner of Lot 76 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 and the Southern Right of Way Line of Hopper Road as now existing. Said 20 foot wide easement sides to be prolonged or shortened to match the Southern Right of Way Line of Hopper Road and the Northern Lot Line of said Lot 76. Said Easement contains 4,374 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

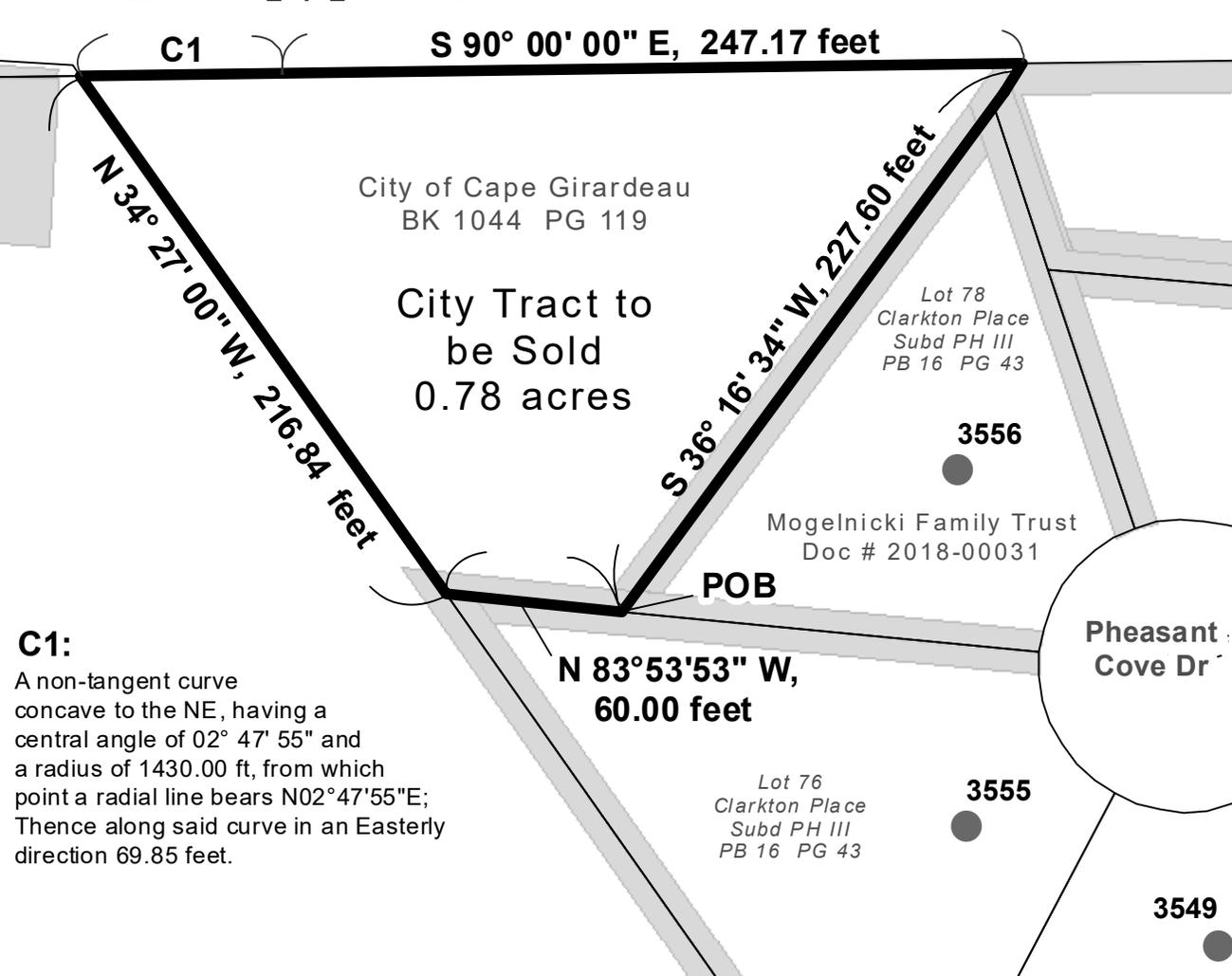
ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk





**Hopper Rd**



**C1:**

A non-tangent curve concave to the NE, having a central angle of 02° 47' 55" and a radius of 1430.00 ft, from which point a radial line bears N02°47'55"E; Thence along said curve in an Easterly direction 69.85 feet.

-  City Tract to be Sold
-  Existing Easements
-  Cape City Addresses
-  Parcel



**LEGEND**



Date: 2/28/2025  
 Created by: Development Services  
 Teresa Hefner, Alliance Water Resources  
 Data Source(s):  
 City of Cape Girardeau Government, MO

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

## SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation organized and existing under the laws of the State of Missouri, of the County of Cape Girardeau in the State of Missouri, **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by **Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017**, of the County of Cape Girardeau in the State of Missouri, **GRANTEE**, mailing address of the Grantee is: 3556 Pheasant Cove Drive, Cape Girardeau, Missouri 63701, the receipt whereof is hereby acknowledged, and by virtue and pursuance of an ORDINANCE OF THE CITY COUNCIL OF SAID CITY, does by these presents, SELL AND CONVEY unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land, lying and being situate in the City and County of Cape Girardeau and State of Missouri, to-wit:

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot No. 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43, said point being on the North line of Lot 76 of said subdivision; Thence along said North line, N 83° 53' 53" W, 60.00 feet to a point on the East line of a tract of land as recorded in the land records of the County Recorder's Office in Book No. 973 at Page 751; Thence along the East line of said tract, N 34° 27' 00" W, 214.77 feet to the Northeast corner of said tract; Thence N 34° 27' 00" W, 2.07 feet to the beginning of a non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet; Thence S 36° 16' 34" W, 227.60 feet to the Point of Beginning, containing 0.78 acres more or less. (33,908.70 square feet)

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the Grantee, and unto its successors and assigns, FOREVER, the Grantor hereby covenanting that the above-described premises are free and clear of all encumbrances done or suffered by the Grantor, and that it will Warrant and Defend the title to the said premises unto the Grantee and its successors and assigns, FOREVER, against the lawful claims of all persons claiming through the Grantor.



---

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

A Resolution authorizing the City Manager to execute an Agreement with Southeast Missouri State University for the 2025 Historic Resource Survey, in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute an agreement with Southeast Missouri State University for the 2025 Historic Resource Survey.

---

**BACKGROUND/DISCUSSION**

The City of Cape Girardeau has been a Certified Local Government (CLG) since 1991. The CLG program provides a number of benefits to the City, including access to grants for historic preservation planning and education, as well as technical assistance from the State Historic Preservation Office. CLG communities are required to maintain a system for survey and inventory of historic properties. To fulfill this requirement, the City of Cape Girardeau annually executes an agreement with Southeast Missouri State University to prepare a Historic Resource Survey. The survey is prepared by students in the Department of History under the direction of Dr. Steven J. Hoffman. The agreement and a map of the proposed survey area are attached. Per the agreement, total fees for the survey are not to exceed \$700.00.

---

**FINANCIAL IMPACT**

Funding for the Historic Resource Survey will come from the Historic Preservation Program budget.

---

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

In addition to meeting the CLG requirement, the Historic Resource Survey is a valuable resource for documentation on the City's historic properties. This information is often used in nominations for the National Register of Historic Places as well as Local Historic District and Local Historic Landmark designations.

---

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the execution of the agreement for the 2025 Historic Resource Survey.

---

**BOARD OR COMMISSION RECOMMENDATION**

The Historic Preservation Commission, at its January 15, 2025 meeting, approved a motion recommending execution of the agreement for the 2025 Historic Resource Survey, with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

---

**ATTACHMENTS:**

Name:

Description:

<a href="#">25-40_Agreement_SEMO_2025_Historic_Survey.doc</a>	Resolution
<a href="#">Letter_of_Agreement_CY25_SE.pdf</a>	2025 Historic Resource Survey Agreement
<a href="#">2025 - Area_selected_for_Historic_Resource_Survey.pdf</a>	2025 Historic Resource Survey Map

BILL NO. 25-40

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUTHEAST MISSOURI STATE UNIVERSITY FOR THE 2025 HISTORIC RESOURCE SURVEY, 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 Southeast Missouri State University for the 2025 Historic Resource Survey, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

Stacy Kinder, Mayor

ATTEST:

---

Traci Weissmueller, Deputy City Clerk



# **PROPOSAL**

## **Historic Resource Survey**

**Proposed Project:** To continue the historic resource survey of the historic neighborhoods and districts of Cape Girardeau by Southeast Missouri Historic Preservation students by surveying the area bounded by Pacific on the East, Bloomfield on the South, West End Boulevard on the west, and Independence on the North. The actual extent of the survey area in any given year will depend upon the number of students enrolled in the course and the number of buildings on each block.

**Methodology:** Under the direction of Dr. Steven J. Hoffman, the Legal and Economic Principles of Historic Preservation class (HP 588) at Southeast Missouri State University will prepare an inventory of historic buildings by means of an architectural survey of several blocks of this historic neighborhood. This will include preparing a photographic record of the buildings and completing Missouri Department of Natural Resources Historic Property Inventory Forms.

**Timeline:** Work will begin on this project on January 31, 2025, with a completion date of December 31, 2025.

**Dissemination of Results:** The City of Cape Girardeau will receive a complete copy of the project report, including copies of the individual property inventory forms. An additional copy of the report will be placed in the University Archives. The original materials will be held by Dr. Hoffman in the Department of History and Anthropology pending completion of the survey of the entire district, at which time they will be forwarded to the Historic Preservation Section of the Missouri Department of Natural Resources.

**Expenses:** Total expenses will not exceed \$700.00. This will include costs for photography, either digital or black & white prints, reproduction of survey reports and various miscellaneous expenses associated with the project such as reproduction of notices and survey forms, maps, photographic equipment, and incidental supplies.

**Proposed By:** Steven J. Hoffman, Ph.D.  
Professor, Department of History and Anthropology  
Coordinator, Historic Preservation Program  
Southeast Missouri State University  
(573) 651-2808

## Letter of Agreement

This agreement is hereby entered into by Southeast Missouri State University and the City of Cape Girardeau through its Historic Preservation Commission, on this 31st day of March, 2025.

Under the direction of Dr. Steven J. Hoffman, the Legal and Economic Principles of Historic Preservation class (HP 588) at Southeast Missouri State University will prepare an inventory of historic buildings by means of an architectural survey of several blocks located in the following delineated survey area:

Pacific on the East, Bloomfield on the South, West End Boulevard on the west, and Independence on the North. The actual extent of the survey area in any given year will depend upon the number of students enrolled in the course and the number of buildings on each block.

The project will include preparing a photographic record of the buildings and completing Missouri Department of Natural Resources Historic Property Inventory Forms.

Work will begin on this project on January 31, 2025, with a target completion date of December 31, 2025. The City of Cape Girardeau will receive a complete copy of the project report, including copies of the individual property inventory forms. An additional copy of the report will be placed in the University Archives. The original materials will be held by Dr. Hoffman in the Department of History and Anthropology pending completion of the survey of the entire district, at which time they will be forwarded to the Historic Preservation Section of the Missouri Department of Natural Resources.

The City of Cape Girardeau, via its agent the Historic Preservation Commission, hereby agrees to pay Southeast Missouri State University \$700.00 upon completion of the project as outlined below. Mr. Ryan Shrimplin, City Planner, Planning Services, City Hall, will be the contact person for this project and Dr. Kenneth Haskin, Cape Girardeau City Manager, will be the signatory of this Agreement.

Total payment for services of providing a historic resource survey as described above will be \$700.00. This payment will help cover costs for photography, either digital or black & white prints, reproduction of survey reports and various miscellaneous expenses associated with the project such as reproduction of notices and survey forms, maps, photographic equipment, and incidental supplies.

For Southeast Missouri  
State University:

For the City of  
Cape Girardeau:

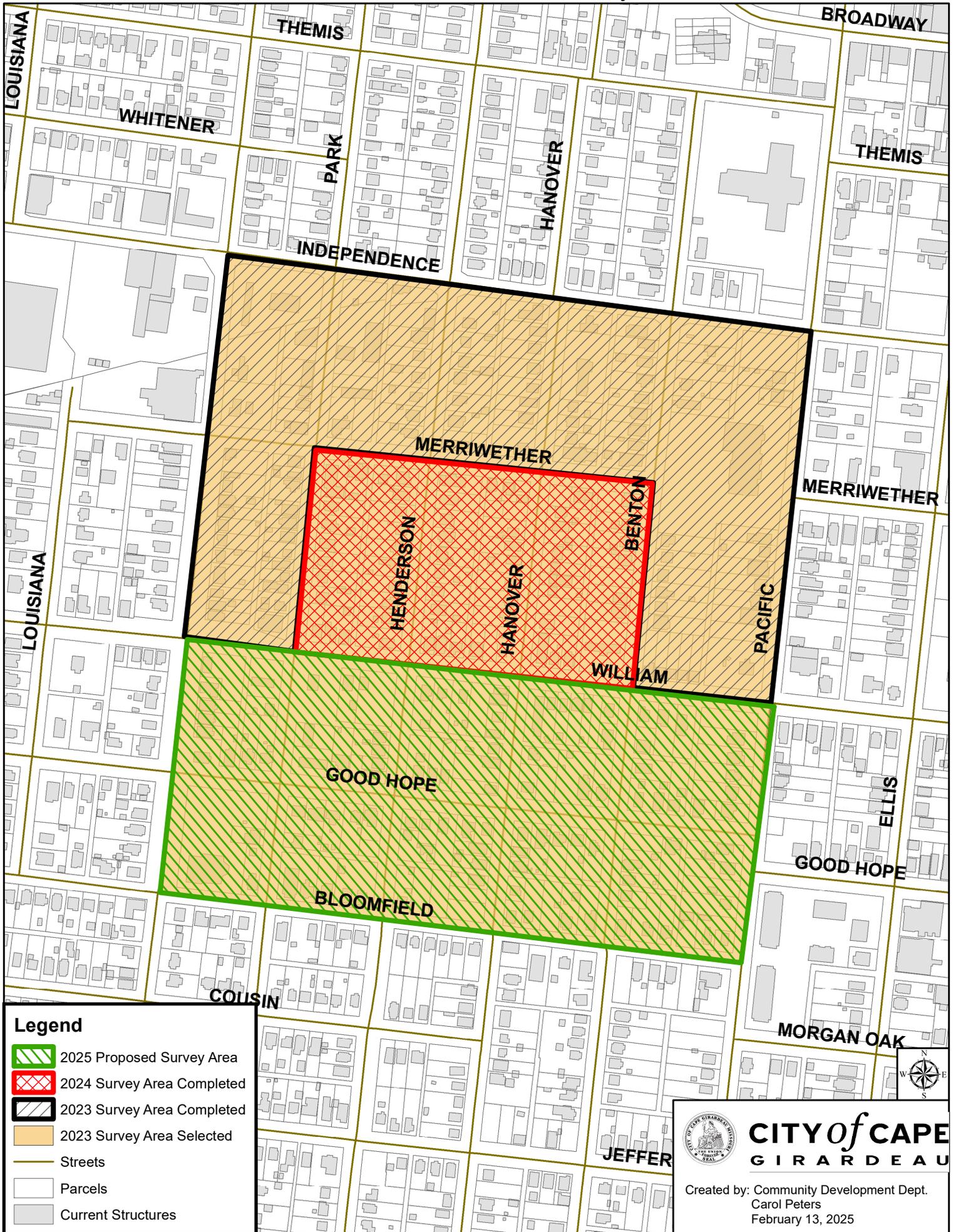
Diana Harley  
Diana Harley  
Interim Vice President for  
Finance and Administration

3/31/2025  
Date

\_\_\_\_\_  
Mr. Kenneth Haskin  
City Manager

\_\_\_\_\_  
Date

# 2025 Historic Resource Survey Area



**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

A Resolution authorizing the City Manager to execute a Demolition Contract with JAC3 Excavating LLC, for the demolition of a building located at 1226 Ranney Avenue, in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached resolution authorizes the City Manager to execute a contract for the demolition of a condemned building.

**BACKGROUND/DISCUSSION**

A certain building located at 1226 Ranney Avenue was declared a "dangerous building" per Chapter 7, Article XIII of the City's Code of Ordinances. Pursuant to the Code, a public hearing was held on June 10, 2024. The Building Supervisor issued an order to repair or demolish the building by August 9, 2024. The deadline has passed, and the property owner has not taken action to comply with the order. As provided for in the Code, the City may cause the building to be demolished and a special tax bill issued for the cost of the demolition. The City solicited bids for the demolition of the building. Four bids were received, ranging from \$5,200.00 to \$8,183.00. Twin Cedars Tree LLC was the lowest and best bidder. On March 3, 2025, the City Council passed a resolution authorizing the City Manger to execute a demolition contract with Twin Cedars Tree LLC. Staff was recently informed that Twin Cedars Tree LLC is unable to meet the City's insurance requirements. Therefore, a new contract has been prepared with the second lowest bidder, JAC3 Excavating LLC. The demolition contract is attached, along with the bid tabulation.

**FINANCIAL IMPACT**

The City will use funds from the condemnation budget to cover the cost of the demolition. A special tax bill will be issued to recover the cost.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the City Manager to execute the demolition contract with JAC3 Excavating LLC.

**ATTACHMENTS:**

Name:	Description:
<a href="#">25-41_Demolition_Contract_JAC3_1226_Ranney.doc</a>	Resolution
<a href="#">Demolition_Contract_-_1226_Ranney_Avenue_-_JAC3_Excavating_LLC.pdf</a>	Demolition Contract - 1226 Ranney Avenue
<a href="#">Bid_Tabulation.pdf</a>	Bid Tabulation

BILL NO. 25-41

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION CONTRACT WITH JAC3 EXCAVATING LLC, FOR THE DEMOLITION OF A BUILDING LOCATED AT 1226 RANNEY AVENUE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Resolution No. 3650 previously adopted on March 3, 2025, is hereby repealed and rescinded in its entirety inasmuch as the contractor, Twin Cedars Tree LLC, was unable to comply with all of the terms of the Demolition Contract for which the City Manager was authorized to execute.

ARTICLE 2. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Demolition Contract with JAC3 Excavating LLC, for the demolition of a building located at 1226 Ranney Avenue, in the City of Cape Girardeau, Missouri. The Contract shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



## DEMOLITION CONTRACT

THIS DEMOLITION CONTRACT, hereinafter referred to as this "Contract", is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF CAPE GIRARDEAU, MISSOURI, a municipal corporation and political subdivision organized and existing under the laws of the State of Missouri, hereinafter referred to as the "City", and JAC3 EXCAVATING LLC, a Missouri Limited Liability Company, having its principal office and place of business at 18 Carlyle Drive, Scott City, Missouri 63780, hereinafter referred to as the "Contractor". The City and the Contractor collectively are hereinafter referred to as the "Parties".

IN CONSIDERATION OF the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Contractor shall perform all of the below-described work on the following property, located in the City and County of Cape Girardeau, Missouri, hereinafter referred to as the "Property":

1226 Ranney Avenue

### Scope of Work:

1. Remove all asbestos-containing materials (ACMs) in accordance with Missouri Department of Natural Resources regulations.
  2. Completely demolish and remove one-story single-family residence with basement.
  3. Completely demolish and remove detached shed.
  4. Remove all foundations, footings, slabs, steps, and walkways.
  5. Remove, and properly and legally dispose of, all rubbish and debris from site.
  6. Deposit clean fill and grade site.
  7. Apply grass seed and straw to site.
2. The Contractor shall be responsible for ensuring that all utilities are properly disconnected prior to demolition. This includes demonstrating to the Inspection Services Division that any private sanitary sewer lines existing on the Property are not shared with/do not serve other properties. If shared lines or lines serving other properties are found, then the contractor must notify the Inspection Services Division right away and suspend work until authorized to proceed.
  3. All rubbish and debris shall be removed from the Property and properly and legally disposed. All holes left by removal of the basement, foundation, footings, etc. shall be filled with good dirt, free of debris, and compacted to a density equal to the surrounding ground (there shall be no burying of concrete or other materials). Dirt required for filling any holes shall be obtained from a site satisfactory to the City. Septic tanks and cisterns shall have tops removed, be pumped out, and filled with sand.
  4. The Contractor shall be responsible for any damage to the sidewalks, alleys, or streets adjoining the Property. The Contractor shall take all necessary care to protect the nearby buildings, drives, motor vehicles, and all adjoining properties, and shall leave the same in a condition equal to that which now exists.
  5. The Contractor shall provide all labor and materials, and furnish and direct, at its own expense, whatever equipment or work that may be necessary for the expeditious and proper execution of its duties under this Contract.
  6. The Contractor shall secure, at its own expense, all permits, licenses, and consents required by law or necessary to perform the work and shall give all notices and pay all fees and otherwise comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

7. Prior to commencing the work, the Contractor shall furnish to the City a certified check or surety bond satisfactory to the City, in the amount of Six Thousand Dollars (\$6,000.00), conditioned on the performance by the Contractor of all its duties hereunder.
8. Prior to commencing the work, the Contractor shall file with the City a certificate of insurance naming the City as coinsured and showing that the Contractor has in force, for a period equal to the entire term of this Contract, a policy of comprehensive general and professional liability insurance insuring the Contractor against liability for personal injuries and property damage arising out of the work performed under this Contract, in a minimum amount of Five Hundred Seventeen Thousand Three Hundred Six Dollars (\$517,306.00) for injuries to any one (1) person, Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten Dollars (\$3,448,710.00) for injuries arising from any one (1) accident, and Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten Dollars (\$3,448,710.00) for property damage arising from any one (1) accident. If the State of Missouri raises the liability limits for municipalities, then the contractor shall increase its insurance to an amount equal to those increased liability limits. Furthermore, the Contractor shall provide and maintain, during the entire term of this Contract and until final acceptance of the work by the City, workers compensation insurance for all of its employees at the site of the work, in full compliance with federal and state requirements.
9. Prior to commencing the work, the Contractor shall participate in a pre-demolition meeting with the Inspection Services Division.
10. The Contractor shall complete the work herein described no later than forty-five (45) days after the date of this Contract. In the event that the work is not completed by the forty-five (45) day deadline, excepting extensions granted to the Contractor for delays caused by circumstances beyond their control, the Contractor shall pay to the City damages in the sum of Fifty Dollars (\$50.00) per day for each day over the forty-five (45) day deadline.
11. Upon satisfactory performance by the Contractor of its duties under this Contract, the submission of an invoice and lien waivers, and acceptance of the work by the City, the City shall pay the Contractor the sum of Six Thousand Dollars (\$6,000.00).
12. Should the Contractor at any time refuse or neglect to supply adequate materials or equipment, or a sufficient number of properly skilled workers, or fail in any respect to prosecute the work with promptness and diligence, or fail to comply with the terms of this Contract, the City may, at its election, immediately terminate this Contract, giving notice to the Contractor in writing of such election, and enter upon the Property and take possession of the same for the purpose of completing the work covered under this Contract, and may employ any other person or persons to finish the work and to provide the materials therefor at the expense of the Contractor.
13. By executing this Contract, the Contractor hereby indemnifies the City from all claims, demands, suits, and actions of every name and description brought against the City for, or on account of, any injuries or damages received or sustained by any parties by, or as a result of, the acts or omissions of the Contractor, their servants or agents, in doing the work herein described, or by, or as a result of, any negligence in guarding the same, or on account of any improper equipment or materials utilized in performing the work.
14. By executing this Contract, the Contractor hereby certifies that it is in compliance with all applicable OSHA training requirements.
15. The Contractor shall not assign or sublet this Contract or any portion thereof without the prior written consent of the City, nor shall the Contractor allow any person who is not an employee of the Contractor to perform any of the work herein described.
16. Failure of the City to insist in any one (1) or more instances on a strict performance of all of the terms or conditions of this Contract, or to exercise any right herein contained, shall not be construed as a future waiver

or relinquishment of the provisions or rights, but the same shall continue and remain in full force and effect. None of the terms or conditions of this Contract shall be altered, waived, modified, or abandoned in any manner except by written instrument executed by the Parties.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the Parties have executed this Contract as of the above date.

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Dr. Kenneth Haskin, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Dr. Kenneth Haskin, City Manager of the City of Cape Girardeau, Missouri, a municipal corporation and political subdivision organized and existing under the laws of the State of Missouri, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

JAC3 EXCAVATING LLC

\_\_\_\_\_  
Carmon Jackson, Manager

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Carmon Jackson, Manager of JAC3 Excavating LLC, a Missouri Limited Liability Company, to me known 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 Limited Liability Company.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

# City of Cape Girardeau

## Demolition Bid Opening – February 11, 2025

### Tabulation of Bids

<b>Contractor</b>	<b>LUMP SUM FOR FOUR BUILDINGS*</b>	<b>27 South Benton Street</b>	<b>1226 Ranney Avenue</b>
Steve's Hauling & Excavating	27,300.00	7,600.00	6,600.00
Twin Cedars Tree Service, LLC	35,600.00	11,300.00	5,200.00
JAC3 Contracting	29,800.00	7,800.00	6,000.00
Herzog Excavating & Demolition LLC	34,850.00	13,900.00	8,183.00

\*301 Mill Street, 915 Hickory Street, 107 South Hanover Street, 1024 Jefferson Avenue

	Steve's Hauling & Excavating	Twin Cedars Tree Service, LLC	JAC3 Contracting	Herzog Excavating & Demolition LLC
301 Mill Street	7,700.00	6,500.00	7,900.00	7,183.00
915 Hickory Street	7,700.00	10,000.00	8,900.00	11,271.00
107 South Hanover Street	5,900.00	7,100.00	7,000.00	7,263.00
1024 Jefferson Avenue	6,000.00	12,000.00	6,000.00	9,133.00
LUMP SUM FOR 4 BUILDINGS	27,300.00	35,600.00	29,800.00	34,850.00



**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement to EBM Investments LLC for a retaining wall in the Fountain Street right of way at 13 North Fountain Street in the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by EBM Investments LLC, owner of the property addressed as 13 North Fountain Street.

**BACKGROUND/DISCUSSION**

The City’s Inspections department received requests for permits for a retaining wall to be built at 13 North Fountain Street in the City of Cape Girardeau by the property owner, EBM Investments LLC. Details for the construction of the wall were shared with inspections. The retaining wall sits on a twelve inch deep, two foot wide footing. The northern most section of the wall extends sixteen feet eight inches to a right angle then runs parallel southward with North Fountain Street for twenty four feet eight inches. This section meets at right angle with the last section of the wall which then extends twelve feet seven inches eastward. Each of these sections are eight inches thick and two feet tall.

With the wall extending into the Fountain Street Right of Way, a License and Indemnity Agreement would be needed.

**STAFF RECOMMENDATION**

Staff recommends approval of the attached Resolution authorizing the City Manager to execute a License and Indemnity Agreement to install, operate, and maintain improvements that project into City ROW at 13 North Fountain Street, in the City of Cape Girardeau, Missouri.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-42 License and Indemnity EBM 13 N.Fountain.doc</a>	Resolution
<a href="#">EXECUTED_L_I_Retaining_Wall_13_N_Fountain.pdf</a>	License and Indemnity Agreement
<a href="#">Retaining_Wall_EXHIBIT_w_Aerial.pdf</a>	Exhibit

BILL NO. 25-42

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH EBM INVESTMENTS LLC, TO PLACE CERTAIN IMPROVEMENTS AT 13 NORTH FOUNTAIN STREET

---

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with EBM Investments LLC, for installation of a Concrete retaining wall which extends into the City's Right of Way adjacent to the Licensee's property located at 13 North Fountain Street, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



## LICENSE AND INDEMNITY AGREEMENT

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

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

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

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

1. The City hereby grants the Licensee permission for the following improvements and/or activities within the North Fountain Street Right of Way at 13 North Fountain Street: to install, operate, and to maintain a concrete retaining wall. The retaining wall sits on a twelve inch deep, two foot wide footing. The northern most section of the wall extends sixteen feet eight inches to a right angle then runs parallel southward with North Fountain Street for twenty four feet eight inches. This section meets at right angle with the last section of the wall which then extends twelve feet seven inches eastward. Each of these sections are eight inches thick and two feet tall. Said improvements and/or activities being more particularly described and/or depicted in the attached Exhibit A, which is made a part hereof as though fully set out herein.
1. The Licensee hereby assumes all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses, or leaves the City Property, which may occur directly or indirectly as a result of the placement of said improvements and/or the conduct of such activities in or on the City Property.
2. The Licensee hereby releases the City, its officers, employees, agents, servants, and assigns from any liability resulting from the placement of said improvements and/or the conduct of such activities in or on the City Property.
3. The Licensee hereby indemnifies and holds harmless the City, its officers, employees, agents, servants, and assigns from all suits and actions of every name and description brought against the same, for or on account of any injuries or damages received or sustained by any party or parties or alleged to be received or sustained by any party or parties that may result directly or indirectly from the placement of said improvements and/or the conduct of such activities in or on the City Property.

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

*(Remainder of this page intentionally left blank)*



IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CAPE GIRARDEAU

\_\_\_\_\_  
Dr. Kenneth Haskin, City Manager

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

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

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

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

My Commission Expires:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name



**CITY of CAPE GIRARDEAU**

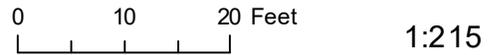
### L&I Retaining Wall in ROW at 13 N Fountain St



**N Fountain St**

#### LEGEND

- Retaining Wall
- Cape City Addresses
- Parcel



1:215

Created by: Development Services  
Teresa Heffner, Alliance Water Resources

Data Source(s):  
City of Cape Girardeau Government, MO  
Cape Girardeau County Imagery, Feb. 2021

Date: 3/20/2025

Coordinate System: NAD 1983 StatePlane Missouri East FIPS 2401 Feet

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

---

**Staff:** JoJo Stuart, Airport Manager  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

A land lease with Plaza Car Wash, Inc. which will provide the necessary property for the purpose of constructing and maintaining a hangar for Lessee’s airplane(s) and other aviation related activities at the Cape Girardeau Regional Airport.

---

**EXECUTIVE SUMMARY**

Plaza Car Wash, Inc. will be constructing a 11,954 square foot hangar at 4221 John E. Godwin Jr. Memorial Drive. The agreement is a 40 year lease agreement, with two (2) additional five (5) year options with the same terms and conditions. The parcel the hangar will sit on is 19,980 square feet and will be leased at a rate of \$0.30 per square foot per year, totaling \$3,596.40 per year, or \$299.70 per month. The lease includes a 15% escalation clause every five (5) years.

---

**BACKGROUND/DISCUSSION**

The hangar currently located at 4221 John E. Godwin Jr. Memorial Drive is in disrepair, and an eye soar for anyone at the airport to see. Plaza Car Wash, Inc has been looking for a location on the airport to construct a hangar for their aircraft. The city will have the old hangar demolished and in return Plaza Car Wash will construct a new hangar in its place. This will be a dramatic improvement to the to the overall appearance of the airport.

---

**FINANCIAL IMPACT**

The attached lease agreement will provide new revenue in the amount of \$5,004.00 per year. Over the course of the initial twenty (40) year term of the lease agreement, the City will see \$343,411.50, this includes the 15% escalation every five (5) years.

---

**STAFF RECOMMENDATION**

It is recommended the City Council approve a resolution authorizing the City Manager to execute the attached agreement with Plaza Car Wash, Inc., for a ground lease at the Cape Girardeau Regional Airport.

---

<b>ATTACHMENTS:</b>	
---------------------	--

Name:	Description:
☐ <a href="#">25-43 Land Lease Agreement Plaza Car Wash Airport.doc</a>	Resolution
☐ <a href="#">Rhodes CGI Ground Lease City New Hangar Final 2025.pdf</a>	Agreement
☐ <a href="#">Plaza Carwash Inc Lease Exhibit.pdf</a>	Exhibit
☐ <a href="#">Rhodes Hangar Location Map.pdf</a>	Location of New Hangar

BILL NO. 25-43

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AIRPORT GROUND LEASE WITH PLAZA CAR WASH, INC., AT THE CAPE GIRARDEAU REGIONAL AIRPORT

---

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 Airport Ground Lease with Plaza Car Wash, Inc., at the Cape Girardeau Regional Airport. The Lease 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 therein as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

Stacy Kinder, Mayor

ATTEST:

---

Traci Weissmueller, Deputy City Clerk



## AIRPORT GROUND LEASE

This Agreement made and entered into this \_\_\_\_ day of April 2025, by and between the City of Cape Girardeau, Missouri, a Municipal Corporation, hereinafter called "**Lessor**" and Plaza Car Wash, Inc., a Missouri corporation, hereinafter referred to as "**Lessee**".

For and in consideration of the mutual covenants, terms and conditions contained herein, the parties agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee the following described property:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF SCOTT, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the found 1/2"Ø iron rod at the Northeast corner of the Fisher lease tract, Thence South 00°16'45" East, 195.00 feet; Thence South 89°43'15" West, 83.42 feet; Thence North 00°16'45" West, 200.00 feet; Thence North 89°43'15" East, 83.42 feet; Thence South 00°16'45" East, 5.00 feet to the point of beginning and containing 16,683 square feet. More or less as shown on the accompanying plat. Subject to any easements of record. Together with an existing 15' Access and Utility easement, more particularly described as follows:

Begin at the found 1/2"Ø iron rod at the Northeast corner of the Fisher lease tract, Thence North 89°43'15" East, 15.00 feet; Thence South 00°16'45" East, 195.00 feet; Thence South 89°43'15" West, 15.00 feet; Thence North 00°16'45" West, 195.00 feet; to the point of beginning and containing 2,927 square feet. More or less.

(the "**Premises**") together with the right of ingress and egress over adjoining streets, alleys and taxiways to include but not limited to the access to John E. Godwin Dr to the north of the Premises, all as depicted on survey attached hereto as Exhibit A which is incorporated herein by reference and to insure ready access to taxiways and runways of the said Cape Girardeau Regional Airport for planes stored and kept in the structure to be erected on the Premises.

It shall be a condition of this Agreement that Lessor reserves unto itself, its successors in interest, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

2. **TERM.** The original term of this agreement shall be Forty (40) years and shall

commence on the 1st day of June 2025 and shall expire on the 31<sup>st</sup> day of May, 2065 (the "**Initial Term**"). Lessee shall have the option to renew this Agreement on the same terms and conditions for two (2) additional terms of five (5) years each (the "**Renewal Terms**" or, individually, "**Renewal Term**") upon the same terms and conditions provided herein, except for the amount of rent as provided in Section 3 hereof. In the event Lessee is not in default, this Agreement shall be automatically renewed unless Lessee, at least three (3) months prior to the expiration of the Initial Term or any Renewal Term, as the case may be, notifies Lessor, in writing, of its election not to renew the term of this Agreement. If such notice is not given, this Agreement shall be deemed to be renewed and the term thereof extended for a period of five (5) years from the date of expiration of the Initial Term or the previous Renewal Term, as the case may be. If the two (2) Renewal Terms are exercised then upon their expiration, Lessee shall have the option of negotiating with Lessor (each being under the obligation to negotiate in good faith) for a separate and new lease for the premises.

3. **RENTAL.** Lessee shall pay Lessor monthly the rental amount as hereinafter provided, on or before the 10th day of each month during the term of this Agreement beginning with the 1<sup>st</sup> day of the month following Lessor's issuance of a certificate of occupancy for the PCW Hangar (as defined in Section 9 hereof). For purposes of this Section 3, "completion of the PCW Hangar" shall be the date Lessor has approved the PCW Hangar for occupancy by Lessee. If Lessee fails to complete the PCW Hangar within 365 days of execution of this Agreement, then the Lessor reserves the right to terminate this Agreement. Lessor may exercise this right of termination by written notice to Lessee.

For the first five (5) years of the term of this Agreement the monthly rental amount shall be \$ 417.00 which is the product of \$.30 per square foot times the number of square feet leased herein ( 16,683 square feet) divided by twelve (12).

For each successive five (5) year period during the initial Term or a Renewal Term, if any, the monthly rental amount shall equal the monthly rental amount for the preceding five year rental period plus 15 percent (15%).

All payments are to be made at the office of the City Collector of the City of Cape Girardeau or at such other place as Lessor may direct.

4. **USE OF THE PREMISES.** The Premises are to be used for the purpose of constructing and maintaining a hangar for Lessee's airplane(s) and other aviation related activities. Lessee shall not use or permit the use of all or any portion of the Premises in any other manner than herein set forth, without the prior written consent of Lessor. Lessee covenants and agrees that it will follow all laws and comply with all the requirements regulating the use and occupancy of buildings in Cape Girardeau, Missouri and that it will not create or permit any nuisance in or upon the Premises to the annoyance of neighboring properties, or allow the Premises to be used for any illegal, immoral or illegitimate purposes. The Lessee

agrees for itself, its successors in interest, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 (14 C.F.R. Sec. 77), and to further prevent any use of the Premises that would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard. Lessee's use of the Premises shall be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining the airport.

5. **UTILITIES.** Lessee shall assume and pay for all costs and charges for utility services furnished to the Premises during the term of this Agreement, and Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense, and Lessee shall pay for any and all service charges incurred therefore.
6. **CUSTODIAL SERVICES.** Lessee agrees to provide the necessary materials, equipment and labor to provide all necessary janitorial and custodial services, and to maintain the Premises in a clean, safe, orderly, and sanitary condition. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash and other refuse caused by its operations under this Agreement.
7. **MAINTENANCE AND REPAIR.** Lessee shall at its sole cost and expense, keep and maintain the Premises, all improvements, additions or alterations thereto, equipment and landscaping constructed or installed by Lessee upon the Premises, in first class condition, which condition shall at all times be based on a standard of care reflecting prudent property management, reasonable wear and tear excepted.
8. **INGRESS AND EGRESS.** Lessor shall provide a right of ingress and egress to the Premises for the Lessee, its officers, employees, agents and guests.
9. **IMPROVEMENTS.** Lessee shall construct a new **11,954** square foot airplane hangar on the Premises (the "**PCW Hangar**"). Lessee shall submit to Lessor final plans, specifications and architectural renderings for the PCW Hangar prepared by registered architects and engineers. Lessee shall hold Lessor harmless and reimburse it for any and all expenses of any nature whatsoever arising out of any claim from said improvements. Lessee agrees not to construct any buildings or facilities on the Premises including but not limited to the PCW Hangar, and shall make no additions or alterations, without prior written consent of Lessor; however such approval shall not be unreasonably withheld. Lessee shall not construct, attach, affix or paint any sign, advertisement or notice on the exterior of the PCW Hangar, without the prior written consent of Lessor. Lessee shall keep the real estate leased hereunder free and clear of any and all liens or encumbrances of any kind in any way arising out of any such construction.

Lessee shall purchase and maintain insurance on the PCW Hangar against damage

or loss by fire or risk of a similar nature which are on or shall be customarily covered under standard policies of fire insurance having standard extended coverage endorsements.

In the event the PCW Hangar is totally destroyed by fire or other casualty loss, Lessee shall have the option of either restoring the PCW Hangar and continuing under the terms of this Agreement, or terminating this Agreement as hereinafter provided.

At the termination of this Agreement for any reason, except as provided in Section 17 hereof, Lessor has the first option to purchase the PCW Hangar at 75% of its Fair Market Value, as set by a local appraiser to be selected mutually by the parties; or Lessor may require Lessee to remove said improvements and restore the land substantially to its original condition, all at Lessee's expense. Lessor shall give notice to Lessee of its decision within thirty (30) days of termination of this Agreement.

If Lessor elects not to purchase the PCW Hangar or request its removal by Lessee, Lessee may, within ninety (90) days of the date of mailing of notice from Lessor, (a) negotiate with Lessor for a separate and new lease for the Premises, (b) sell the PCW Hangar to another party, in which case the purchaser will either be subject to removing the PCW Hangar or attempting to negotiate a new lease with Lessor, or (c) remove said PCW Hangar and restore the land substantially to its original condition, all at Lessee's expense. In the event Lessee has not performed any of the above options within ninety (90) days of date of mailing of notice from Lessor, Lessor may retain as its sole property the PCW Hangar, but Lessee shall have the right to lease the same from Lessor at a Fair Market Value rate.

During the periods referred to in this section, Lessee shall continue to be liable for rent at the regular monthly rate. Further, upon termination of this Agreement by Lessor pursuant to Section 18 hereof, Lessor shall have a lien upon and against all of Lessee's property, real and personal, located on the Premises, for any sums due Lessor from Lessee.

10. **RIGHT OF ENTRY.** Lessor shall have at all reasonable times during business hours, the full and unrestricted right to enter the Premises for the purpose of inspection, and for the purpose of doing any and all things which it is obligated or has a right to do under this Agreement or by law.
11. **TAXES.** Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise or other personal property owned or used by Lessee located on the Premises.
12. **REHABILITATION ACT REQUIREMENTS.** Lessee shall operate and maintain its facilities in accordance with the requirements of Section 504 of the Rehabilitation

Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination, including discrimination in employment under any program or activity that receives funds or benefits from a Federal Grant. Lessee further assures that it shall comply with the requirements imposed by or pursuant to 49 C.F.R., Part 27.

13. **NON DISCRIMINATION.** Lessee shall not, on the grounds of race, color, creed or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title VI of the Civil Rights Act of 1964, and Part 21 of the Regulations of the Office of the Secretary of Transportation in the use of the Premises. Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on the grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E., to the same effect.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. **ASSIGNMENT AND SUBLEASE.** Lessee shall have the right, with the prior written consent of Lessor, which shall not be unreasonably withheld, to assign this Agreement, or to sublease any portion of the Premises, but in such event Lessee shall remain liable to Lessor for the remainder of the term of this Agreement to pay to Lessor any portion of the rent and fees provided for herein upon failure of the assignee or sub-tenant to pay the same when due. Said assignee or sub-tenant shall not assign or sublease without the prior written consent of Lessor and Lessee. Any such assignment by Lessee shall contain a clause to this effect. Lessee hereby agrees that any sublease or assignment shall be solely for the purpose of conducting a business of the same general nature and purposes as specified herein.

**15. NO WAIVER OF FUTURE BREACH.** The failure of Lessor or Lessee to insist, in any one or more instances, on a strict performance of any of the terms or the conditions of this Agreement, or to exercise any right herein contained, shall not be construed as a future waiver or a relinquishment of the provisions or right, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor. Should Lessor at some time consent to an assignment of this Agreement or to a sublease of the whole or any part of the Premises, no further assignment and no further sublease shall be made without the express consent in writing by Lessor. None of the terms or conditions of this Agreement shall be altered, waived, or modified in any manner except by written instrument executed by both parties.

**16. INDEMNIFICATION.** Lessee agrees to indemnify, defend and hold harmless Lessor, its officers, agents, and employees from any and all claims, demands, actions, suits, loss or liability of any kind or nature, costs or expenses, including attorneys' fees and witness costs which may be asserted by any person or persons for or on account of injuries or death or because of damages to property or losses which may arise out of or result from Lessee's operations or use of the Premises whether such operations or use are by Lessee, its agents, employee or anyone directly or indirectly employed by Lessee. Lessee shall procure and maintain in effect for the term of this Agreement, liability insurance in an amount not less than \$505,520.00 for one person and \$3,370,137.00 for any one occurrence involving injury, including death, to more than one person, with property damage insurance of not less than \$500,000.00 for any one occurrence. The Lessee shall provide evidence (in form and substance reasonably acceptable to the Cape Girardeau City Attorney or special counsel retained by the Lessor) that the insurance policies referenced herein have been issued by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). In addition, Lessee shall procure hangar keepers insurance covering aircraft not owned by Lessee or affiliated entities of Lessee in custody of Lessee or any sub-Lessee of Lessee on the Premises, if applicable under Lessee's or Lessee's sub-Lessee's current use. If, however, the State of Missouri raises the liability limits for municipalities contained in Section 537.610 et seq., Revised Statutes of Missouri or elsewhere, Lessee shall increase the liability insurance required by this paragraph to an amount equal to those increased liability limits. The Lessor shall be named as an additional insured and the policy shall provide that in the event of cancellation, written notice of such cancellation shall be given to the Lessor at least thirty days prior to the effective date of such cancellation. The insurance policies required herein shall state that "the City of Cape Girardeau, Missouri, is an additional insured on a primary and non-contributory basis."

**17. LESSEE'S RIGHT OF TERMINATION.** Lessee shall have the right to terminate this Agreement upon the happening of one or more of the following events:

- A. The permanent abandonment of the Airport,
- B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such a manner as to substantially restrict Lessee's use of the Premises for a period of forty-five (45) days.
- C. Issuance by any Court of competent jurisdiction of any injunction in any way preventing or restricting the use of the Airport, and the remaining in force of such injunction for a period of at least forty-five (45) days,
- D. The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor, and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt from Lessee of written notice to remedy said default.

Lessee may exercise the right of termination by written notice to Lessor at any time within thirty (30) days after any of the events mentioned in the preceding subparagraphs (A) through (D) above. In the event of a termination as a result of events described in subparagraphs (A) and (D) above, Lessor and Lessee may negotiate for Lessor's purchase of the PCW Hangar. If no agreement for purchase has been reached, Lessee may remove such improvement within one hundred eighty (180) days following any such termination. If the PCW Hangar has not been removed within that time it shall become the property of Lessor.

**18. LESSOR'S RIGHT OF TERMINATION.** This Agreement shall be subject to termination by Lessor upon the happening of any one or more of the following events:

- A. Lessee shall be in arrears in the payment of rent for a period of thirty (30) days after the time such payment shall be due,
- B. Lessee shall make a general assignment for the benefit of creditors,
- C. Lessee shall file a voluntary, or have filed against it an involuntary, petition in bankruptcy, provided such petition whether voluntary or involuntary shall not be dismissed within fifteen (15) days after it is filed,
- D. Lessee shall abandon the Premises and fails to restore operations at the Premises within a period of six (6) months after written notice from Lessor of said abandonment,
- E. Lessee shall default in the performance of any of the other covenants, agreements and conditions required to be kept and performed by Lessee, including, but not limited to, Lessee's violation of any portion of the "Cape Girardeau Regional Airport Rules and Regulations" in effect at any time during the term of this Agreement, and such default continue for a period of thirty (30) days after receipt of written notice from Lessor to cure such default (or if such default cannot reasonably be cured within said thirty (30) days, if Lessee shall not have commenced to cure such default within such thirty (30) day period and shall not thereafter, with reasonable diligence and

good faith as determined by the Lessor, proceed to cure such default).

Lessor may exercise the right of termination provided for herein by written notice to Lessee of its intention to terminate, after any applicable notice of default and cure period as provided above, and this Agreement shall terminate ten (10) days after the date of such notice.

In the event of termination, subject to the provisions of Section 9 hereof, Lessor may take possession of the Premises upon the effective date of said termination. Default under this Agreement shall entitle Lessor to declare all remaining installments or rentals to be due and payable immediately. In the event Lessor shall take possession of the Premises, it may relet the same upon such terms and conditions as it shall deem appropriate, and the Lessee shall receive no offset or credit from the rental payments and all amounts owed Lessor by the Lessee shall be and remain the obligation of Lessee.

19. **NOTICES.** Any notice, demand or other document to be given hereunder shall be in writing and shall be delivered personally, sent by Federal Express or other reputable overnight courier or sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the respective addresses set forth below, or any subsequent address which either party may designate for such purpose, and the same shall be effective upon receipt if delivered personally, one day after deposit with Federal Express or other reputable overnight courier or three days after deposit in the mails if mailed.

LESSOR: JoJo Stuart  
Airport Manager  
750 Rush H. Limbaugh, Jr. Memorial Drive  
Cape Girardeau, Missouri 63703

LESSEE: Plaza Car Wash, Inc.  
Attn: Scott M. Rhodes  
P.O. Box 779  
1650 N. Kingshighway Ste 303  
Cape Girardeau MO 63701

20. **PARTIES BOUND.** All of the terms, covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

21. **MISCELLANEOUS.** This Agreement and its performance shall be deemed to have been fully executed, made by both the Lessee and the Lessor in, and governed by and

construed in accordance with the laws of the State of Missouri and to be performed wholly within such state, without regard to choice or conflict of laws provisions. Both the Lessee and the Lessor hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Cape Girardeau County, Missouri, and waive any objection based upon venue or forum non conveniens or otherwise.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation on the Lessor's rights or defense with regard to applicable sovereign, governmental, or immunities and protections as provided by federal and state constitution or law. No official, officer, attorney, or employee of the Lessor shall be personally liable to the Lessee or any employee of the Lessee in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. The Lessor and the Lessee and their respective attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party.

This Agreement and all provisions hereof are subject and subordinate to the terms, conditions, and provisions of any existing or future agreements between the Lessor and the United States of America, relative to the operation or maintenance of the airport, including but not limited to, agreements governing the expenditure of federal funds for airport improvements, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained therein.

The Lessor and the Lessee agree that this Agreement constitutes the entire Agreement between the parties and no other agreement or representations other than those contained in this Agreement have been made by the parties. This Agreement may be amended at any time prior to termination only upon mutual agreement by both the Lessee and the Lessor. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

***SIGNATURE PAGE TO FOLLOW***

**IN WITNESS WHEREOF**, the parties here to have caused this agreement to be executed as of the day and year first above written at Cape Girardeau, Missouri.

**LESSOR:**

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Dr. Kenneth Haskin  
City Manager

ATTEST:

\_\_\_\_\_  
Gayle L. Conrad  
City Clerk

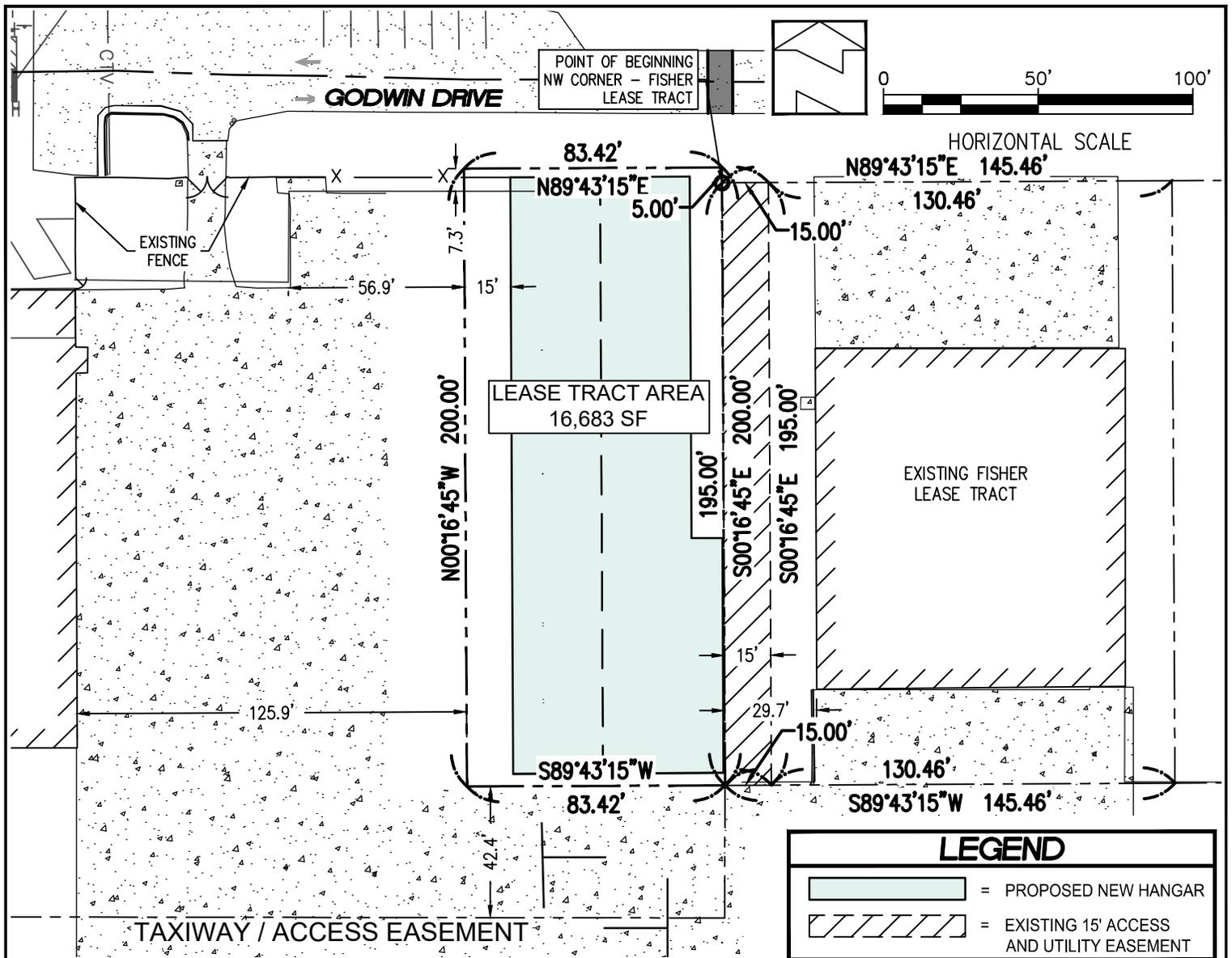
**LESSEE:**

Plaza Car Wash, Inc.

By:\_\_\_\_\_  
Scott M. Rhodes, Vice President

*Signature Page to Plaza Car Wash, Inc. Airport Ground Lease*

**EXHIBIT A**  
**SURVEY**



**DESCRIPTION OF LEASE TRACT**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF SCOTT, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at the found 1/2"Ø iron rod at the Northeast corner of the Fisher lease tract, Thence South 00°16'45" East, 195.00 feet; Thence South 89°43'15" West, 83.42 feet; Thence North 00°16'45" West, 200.00 feet; Thence North 89°43'15" East, 83.42 feet; Thence South 00°16'45" East, 5.00 feet to the point of beginning and containing 16,683 square feet. More or less as shown on the accompanying plat. Subject to any easements of record. Together with an existing 15' Access and Utility easement, more particularly described as follows:

Begin at the found 1/2"Ø iron rod at the Northeast corner of the Fisher lease tract, Thence North 89°43'15" East, 15.00 feet; Thence South 00°16'45" East, 195.00 feet; Thence South 89°43'15" West, 15.00 feet; Thence North 00°16'45" West, 195.00 feet; to the point of beginning and containing 2,927 square feet. More or less.

**PLAZA CARWASH INC. HANGAR**

**Lease Tract Exhibit**  
**Cape Girardeau Regional Airport**

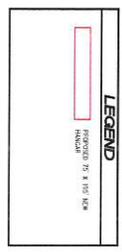
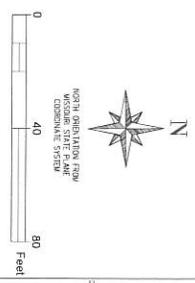
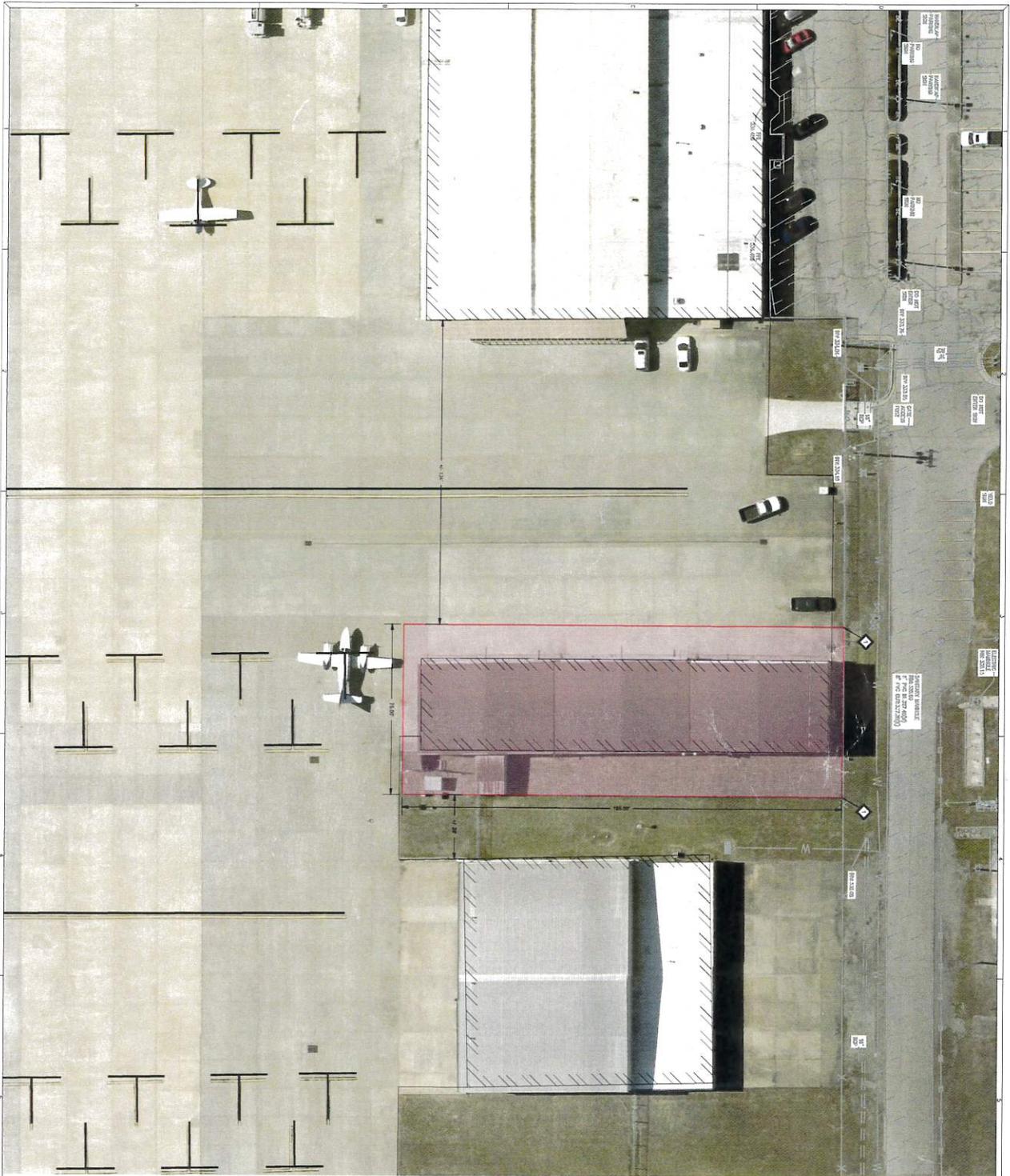
DATE: 01-29-25

**KOEHLER  
ENGINEERING**

194 COKER LANE  
CAPE GIRARDEAU, MO 63701  
(573) 335 - 3026

**1 OF 1**  
SHEET

PROPERTY  
EXHIBIT



**KEYED NOTES**

- 1. EXISTING STRUCTURE TO BE DEMOLISHED
- 2. PROPOSED HANGAR FOOTPRINT

SCALE: AS SHOWN

NO.	DATE	DESCRIPTION

**PRELIMINARY SITE PLAN**

DATE: 10/20/2023

PROJECT NO: C0.1

THE RHODES GROUP

3100 SOUTH MAIN STREET, SUITE 200  
 CAPE GIRARDEAU, MISSOURI 63703  
 TEL: 573.335.3251 FAX: 573.335.3252

**NEW AIRCRAFT HANGAR FOR THE RHODES GROUP**

CAPE GIRARDEAU MUNICIPAL AIRPORT, CAPE GIRARDEAU, MISSOURI, 63703

C/O: MR. SCOTT RHODES, THE RHODES GROUP  
 2075 CORPORATE CIRCLE, CAPE GIRARDEAU, MISSOURI 63701

**KE KOEHLER ENGINEERING AND LAND SURVEYING, INC.**

MO LS COA 18 000262 MO ENGINEERING COA 2883519434  
 Civil Engineering and Surveying Services  
 194 Collier Lane - Cape Girardeau, Missouri 63701  
 Phone: 573.335.3251 - www.kekoehlerengineering.com

---

**Staff:** Alexander S. McElroy, MPA -  
SEMPO Executive Director & City  
**Agenda:** Grant Coordinator  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

A Resolution affirming the City of Cape Girardeau's commitment to public safety and reducing violent crime as part of an application filing with the Missouri Department of Public Safety's Blue Shield Program.

**EXECUTIVE SUMMARY**

The Missouri Department of Public Safety (DPS) has established the Blue Shield Program via Executive Order 25-03 to enhance public safety by promoting coordinated law enforcement efforts, intelligence sharing, and community-based initiatives aimed at reducing violent crime across the state. This program offers benefits to local jurisdictions by improving crime prevention, intervention, and enforcement strategies through collaboration with state and regional agencies.

**BACKGROUND/DISCUSSION**

The Blue Shield Program, as outlined in Executive Order 25-03, recognizes local governments for their dedication to effective law enforcement and community safety. A Blue Shield designation highlights initiatives that enhance public safety, strengthen support for law enforcement and build lasting partnerships with the community. Receiving the Blue Shield designation will allow each law enforcement agency to competitively apply for state grants from a \$10 million fund, administered by the Department of Public Safety, to support training and equipment needs.

DPS will review applications and begin making determinations on Blue Shield designations for counties, cities, and towns within two weeks of application submission. DPS encourages communities to apply early, because if grant funding is approved by the General Assembly, the department will begin accepting grant applications in July, when the fiscal year 2026 funding becomes available. Community applications to the Blue Shield Program are due June 1, 2025.

As part of the application requirements, the local government's governing body must pass a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction to be considered eligible for the program. A resolution satisfying this requirement is included in this agenda item.

**FINANCIAL IMPACT**

Acceptance and participation in the Blue Shield Program grants the City of Cape Girardeau a competitive opportunity to access additional funding from the Missouri DPS, which can be used to support law enforcement initiatives, specialized training, technology upgrades, and public safety programs. These grant resources, currently unavailable to the City, will enhance our ability to strengthen public safety efforts.

## STAFF RECOMMENDATION

---

Staff recommends Council approve a resolution affirming the City of Cape Girardeau's commitment to public safety and reducing violent crime. This resolution will enable participation in the Missouri Department of Public Safety Blue Shield Program, further enhancing efforts to maintain a safer community.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-39_PUBLIC_SAFETY-REDUCING_VIOLENT_CRIME.doc</a>	Resolution

A RESOLUTION AFFIRMING THE CITY OF CAPE GIRARDEAU'S COMMITMENT TO PUBLIC SAFETY AND REDUCING VIOLENT CRIME AS PART OF AN APPLICATION FILING WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY'S BLUE SHIELD PROGRAM

---

WHEREAS, the City of Cape Girardeau is committed to ensuring the safety, security, and well-being of its residents, visitors, and businesses; and

WHEREAS, the City recognizes that violent crime has a profound and harmful impact on individuals, families, neighborhoods, and the community as a whole; and

WHEREAS, reducing violent crime requires a collaborative and proactive approach involving law enforcement, public agencies, community organizations, businesses, and residents; and

WHEREAS, the Cape Girardeau Police Department and other public safety agencies work diligently to protect the community, but additional resources, strategies, and partnerships are needed to address the root causes of violence and improve the effectiveness of crime prevention and intervention efforts; and

WHEREAS, the City Council is committed to enhancing public safety through data-driven policing, violence prevention programs, community engagement, and by addressing social determinants of crime, including poverty, mental health, and housing stability; and

WHEREAS, the City Council affirms its support for state and federal funding opportunities, regional collaboration, and legislative actions that will assist in reducing violent crime and improving public safety outcomes for all residents;

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

1. **Commitment to Public Safety:** The City of Cape Girardeau reaffirms its unwavering commitment to protecting the public and improving safety for all who live, work, and visit the City.

2. **Reducing Violent Crime:** The City Council commits to implementing and supporting initiatives aimed at reducing violent crime.

3. **Engaging the Community:** The City Council encourages increased community involvement and input in public safety strategies, including forums for residents, business leaders, and community stakeholders to voice concerns, offer solutions, and actively participate in efforts to reduce violent crime.

4. **Supporting Law Enforcement:** The City Council pledges to ensure that the Cape Girardeau Police Department and other public safety agencies have the resources, training, and support necessary to carry out their duties effectively and ethically.

5. **Promoting Justice and Equity:** The City affirms its commitment to ensuring that all public safety efforts are equitable and just, with a focus on protecting vulnerable populations and ensuring fair treatment under the law for all individuals, regardless of race, ethnicity, gender, or socioeconomic status.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding CBD, Central Business District.

**EXECUTIVE SUMMARY**

The attached ordinance amends the CBD, Central Business District section of the Zoning Code (Chapter 30 of the City’s Code of Ordinances). A public hearing on the amendment was held on March 3, 2025.

**BACKGROUND/DISCUSSION**

Attached is a proposed amendment to the CBD, Central Business District section of the Zoning Code (Chapter 30 of the City’s Code of Ordinances). In February 2023, the City Council approved an ordinance amending several sections of the Zoning Code following Missouri voters’ approval of a constitutional amendment legalizing recreational marijuana. The ordinance added two new types of marijuana facilities, comprehensive and microbusiness, and incorporated them into the permitted principal uses lists in certain zoning districts, including CBD. In November 2023, the City Council approved an ordinance amending the CBD section of the Zoning Code to add “vehicle fueling, service or repair facilities, excluding body or paint shops” to the special uses list. The Zoning Code text used for the amendment inadvertently contained an older version of the CBD section – one that predated the amendment for comprehensive and microbusiness marijuana facilities. The proposed amendment corrects this error by re-adding comprehensive and microbusiness marijuana facilities to the CBD section. The amendment also includes some minor changes for clarification purposes.

The attached ordinance amends the CBD section as proposed. A public hearing on the amendment was held on March 3, 2025.

**STAFF RECOMMENDATION**

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

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission reviewed the amendment at its meeting on February 12, 2025 and recommended approval by a vote of 5 in favor, 0 in opposition, and 0 abstaining.

**PUBLIC OUTREACH**

The City Council's public hearing on the amendment was advertised in the Southeast Missourian on February 15, 2025.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-44 Amending Ch 30 CBD.doc</a>	Ordinance



AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, REGARDING CBD, CENTRAL BUSINESS DISTRICT

---

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

ARTICLE 1. Section 30-65, entitled "CBD, Central Business District", of Article III of Chapter 30 of the City Code, reading as follows:

Sec. 30-65. CBD, Central Business District.

(a) *Purpose.* The CBD is the city's urban mixed-use district. It encompasses the downtown area and contains a wide range of uses and lot sizes. It also has the largest concentration of historic buildings. In order to preserve the unique character of the CBD, uses involving outdoor activities are limited to those that do not detract from the pedestrian-oriented nature and visual appeal of the district. New buildings, as well as exterior alterations and additions to existing buildings, are required to meet certain design standards to ensure compatibility. To accommodate existing lots and provide for flexibility in the design of new development and redevelopment projects, there are no minimum lot standards or setbacks.

(b) *Permitted principal uses.*

- (1) Art galleries or museums.
- (2) Auditoriums or theaters.
- (3) Banks or other financial institutions.
- (4) Banquet facilities.
- (5) Bed and breakfasts.
- (6) Commercial day cares.
- (7) Commercial recreation facilities.
- (8) Funeral homes or mortuaries.
- (9) Governmental facilities.
- (10) Health or fitness centers.
- (11) Hospitals.

- (12) Hotels or motels.
- (13) Institutions of higher education, including universities and business, career, or technology schools.
- (14) Instructional schools for art, dance, music, martial arts, or other disciplines.
- (15) Libraries.
- (16) Medical marijuana dispensary facilities, as permitted in section 30-118.
- (17) Meeting halls.
- (18) Microbreweries or microdistilleries.
- (19) Nursing homes.
- (20) Offices.
- (21) Parks, playgrounds, or recreation facilities.
- (22) Personal service establishments.
- (23) Police or fire stations.
- (24) Residential treatment facilities.
- (25) Residential uses, excluding manufactured homes.
- (26) Restaurants or bars.
- (27) Retail or rental establishments.
- (28) Small-scale light manufacturing and industrial facilities primarily utilizing artisans or digital machinery.
- (29) Transitional housing.
- (30) Veterinary clinics or animal hospitals, excluding livestock and kennels.

(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) Any use not meeting the requirements of subsection (e) (1) of this section which would otherwise be a permitted use in this section.
- (2) Excursion gambling boats or floating gambling facilities.

- (3) Helicopter facilities, in conjunction with a hospital.
- (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
- (5) Marinas or docks.
- (6) 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.
- (7) Telecommunication towers, as permitted in section 30-107.
- (8) The allowance of additional height up to a total of 60 feet, not to exceed five stories.
- (9) Vehicle fueling, service or repair facilities, excluding body or paint shops.
- (10) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

- (1) All permitted uses shall be conducted entirely indoors except the following:
  - a. Drive-through or automatic teller machine (ATM) facilities associated with a bank or other financial institution.
  - b. Eating or drinking facilities.
  - c. Live musical performances or the playing of recorded music, provided that such activities do not violate other provisions of the city Code.
  - d. Mobile food or beverage service facilities, provided that such activities do not violate other provisions of the city Code.
  - e. Parking or loading facilities.
  - f. Parks or playgrounds.
  - g. Permitted accessory uses that are customarily conducted outdoors, in conjunction with a dwelling.
  - h. Public art.
  - i. Public recreation facilities.
  - j. Shipping containers, as permitted in subsection (c) (2) of this section.
  - k. Solar energy systems, as permitted in subsection (c) (3) of this section.

- l. Temporary uses, as permitted in section 30-109.
  - m. Walk-up windows for food or beverage service, provided that such activities do not violate other provisions of the city Code.
  - n. Waste containers, subject to screening provisions as required elsewhere in the city Code.
- (2) Design standards for new buildings. New buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing, materials, and colors. New buildings shall not:
- a. Disrupt an existing pattern of setbacks along a street;
  - b. Disrupt an existing pattern of buildings being oriented toward a street; or
  - c. Result in disproportionate height, scale, or massing relative to the surrounding buildings.
- (3) Design standards for exterior alterations and additions to existing buildings.
- a. Exterior alterations and additions to existing buildings shall be compatible with the architectural character of the building being altered or added to in terms of setback, orientation, height, scale, massing, materials, and colors. Exterior alterations and additions shall not:
    1. Remove, materially alter, or obscure significant character-defining features such as parapets, cornices, belt courses, corbels, quoins, and patterned brickwork;
    2. Remove, materially alter, or obscure non-storefront wall openings in a manner that disrupts an existing wall opening pattern on a public-facing building elevation;
    3. Reduce or expand non-storefront wall openings to fit replacement windows or doors, except for minor shimming; or
    4. Replace double-sash windows or divided light windows with windows consisting of a single, undivided light.
  - b. Exterior alterations and additions to existing buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing,

materials, and colors. Exterior alterations and additions shall not:

1. Disrupt an existing pattern of setbacks along a street;
2. Disrupt an existing pattern of buildings being oriented toward a street; or
3. Result in disproportionate height, scale, or massing relative to the surrounding buildings.

(4) CBD design standards approval.

- a. Except as provided for in subsection (e) (5) of this section, CBD design standards approval shall be required for any new building or any exterior alteration or addition to an existing building, excluding signs and ordinary maintenance and repair.
- b. Application for CBD design standards approval shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed administratively in accordance with procedures established by the city manager.

(5) Certificate of appropriateness.

- a. A certificate of appropriateness shall be required for any of the following:
  1. Demolition in whole or in part of any building, excluding any building demolished by the city pursuant to chapter 7, article XIII of this code;
  2. Painting of an unpainted surface on the exterior of any building, excluding new construction;
  3. Painting of an exterior wall and the roof, trim, or architectural details attached thereto or contained therein, in the same color, unless such condition already exists; or
  4. Addition or alteration of a mural on the exterior of any building. For the purposes of this section, the term "mural" means any sign or piece of graphic artwork that is painted or applied directly to a wall, roof, or other portion of a building.
- b. Application for a certificate of appropriateness shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed in accordance with the criteria and procedures set forth in section 30-74(j) through (r).

(f) *Height, area, width, density, 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) Maximum density: None.

(5) Minimum setbacks:

a. Front yard: None.

b. Rear yard: None.

c. Side yard: None.

(6) Minimum open space: None.

is hereby repealed in its entirety and a new Section 30-65, entitled "CBD, Central Business District", of Article III of Chapter 30 of the City Code, is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 30-65. CBD, Central Business District.

(a) *Purpose.* The CBD is the city's urban mixed-use district. It encompasses the downtown area and contains a wide range of uses and lot sizes. It also has the largest concentration of historic buildings. In order to preserve the unique character of the CBD, uses involving outdoor activities are limited to those that do not detract from the pedestrian-oriented nature and visual appeal of the district. New buildings, as well as exterior alterations and additions to existing buildings, are required to meet certain design standards to ensure compatibility. In order to accommodate existing lots and provide for flexibility in the design of new development and redevelopment projects, there are no minimum lot standards or setbacks.

(b) *Permitted principal uses.*

(1) Art galleries or museums.

(2) Auditoriums or theaters.

(3) Banks or other financial institutions.

(4) Banquet facilities.

(5) Bed and breakfasts.

(6) Commercial day cares.

(7) Commercial recreation facilities.

- (8) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.
- (9) Funeral homes or mortuaries.
- (10) Governmental facilities.
- (11) Health or fitness centers.
- (12) Hospitals.
- (13) Hotels or motels.
- (14) Institutions of higher education, including universities and business, career, or technology schools.
- (15) Instructional schools for art, dance, music, martial arts, or other disciplines.
- (16) Libraries.
- (17) Meeting halls.
- (18) Microbreweries or microdistilleries.
- (19) Nursing homes.
- (20) Offices.
- (21) Parks, playgrounds, or recreation facilities.
- (22) Personal service establishments.
- (23) Police or fire stations.
- (24) Residential treatment facilities.
- (25) Residential uses, excluding manufactured homes.
- (26) Restaurants or bars.
- (27) Retail or rental establishments.
- (28) Small-scale light manufacturing and industrial facilities primarily utilizing artisans or digital machinery.
- (29) Transitional housing.
- (30) Veterinary clinics or animal hospitals, excluding livestock and kennels.

(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) Any use not meeting the requirements of subsection (e) (1) of this section which would otherwise be a permitted use in this section.

(2) Excursion gambling boats or floating gambling facilities.

(3) Helicopter facilities, in conjunction with a hospital.

(4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

(5) Marinas or docks.

(6) 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.

(7) Telecommunication towers, as permitted in section 30-107.

(8) The allowance of additional height up to a total of 60 feet, not to exceed five stories.

(9) Vehicle fueling, service or repair facilities, excluding body or paint shops.

(10) Wind energy conversion systems, as permitted in section 30-113.

(e) *Standards.*

(1) All permitted uses shall be conducted entirely indoors except the following:

a. Drive-through or automatic teller machine (ATM) facilities associated with a bank or other financial institution.

b. Eating or drinking facilities.

c. Live musical performances or the playing of recorded music, provided that such activities do not violate other provisions of the city Code.

d. Mobile food or beverage service facilities, provided that such activities do not violate other provisions of the city Code.

e. Parking or loading facilities.

f. Parks or playgrounds.

g. Permitted accessory uses that are customarily conducted outdoors, in conjunction with a dwelling.

- h. Public art.
  - i. Public recreation facilities.
  - j. Shipping containers, as permitted in subsection (c) (2) of this section.
  - k. Solar energy systems, as permitted in subsection (c) (3) of this section.
  - l. Temporary uses, as permitted in section 30-109.
  - m. Walk-up windows for food or beverage service, provided that such activities do not violate other provisions of the city Code.
  - n. Waste containers, subject to screening provisions as required elsewhere in the city Code.
- (2) Design standards for new buildings. New buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing, materials, and colors. New buildings shall not:
- a. Disrupt an existing pattern of setbacks along a street;
  - b. Disrupt an existing pattern of buildings being oriented toward a street; or
  - c. Result in disproportionate height, scale, or massing relative to the surrounding buildings.
- (3) Design standards for exterior alterations and additions to existing buildings.
- a. Exterior alterations and additions to existing buildings shall be compatible with the architectural character of the building being altered or added to in terms of setback, orientation, height, scale, massing, materials, and colors. Exterior alterations and additions shall not:
    - 1. Remove, materially alter, or obscure significant character-defining features such as parapets, cornices, belt courses, corbels, quoins, medallions, mosaics, and patterned brickwork;
    - 2. Remove, materially alter, or obscure non-storefront wall openings in a manner that disrupts an existing wall opening pattern on a public-facing building elevation;
    - 3. Reduce or expand non-storefront wall openings to fit replacement windows or doors, except for minor shimming; or

4. Replace double-sash windows or divided light windows with windows consisting of a single, undivided light.
- b. Exterior alterations and additions to existing buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing, materials, and colors. Exterior alterations and additions shall not:
    1. Disrupt an existing pattern of setbacks along a street;
    2. Disrupt an existing pattern of buildings being oriented toward a street; or
    3. Result in disproportionate height, scale, or massing relative to the surrounding buildings.
- (4) CBD design standards approval.
- a. Except as provided for in subsection (e) (5) of this section, CBD design standards approval shall be required for any new building or any exterior alteration or addition to an existing building, excluding signs and ordinary maintenance and repair.
  - b. Application for CBD design standards approval shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed administratively in accordance with procedures established by the city manager.
- (5) Certificate of appropriateness.
- a. A certificate of appropriateness shall be required for any of the following:
    1. Demolition in whole or in part of any building, excluding any building demolished by the city pursuant to chapter 7, article XIII of this Code;
    2. Painting of an unpainted surface on the exterior of any building, excluding new construction;
    3. Painting of an exterior wall and the roof, trim, or architectural details attached thereto or contained therein, in the same color, unless such condition already exists; or
    4. Addition or alteration of a mural on the exterior of any building. For the purposes of this section, the term "mural" means any sign or piece of graphic

artwork that is painted or applied directly to a wall, roof, or other portion of a building.

- b. Application for a certificate of appropriateness shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed in accordance with the criteria and procedures set forth in section 30-74(j) through (r).

(f) *Height, area, width, density, 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) Maximum density: None.

(5) Minimum setbacks:

a. Front yard: None.

b. Rear yard: None.

c. Side yard: None.

(6) Minimum open space: None.

ARTICLE 2. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



TEXT TO BE DELETED IS SHOWN IN ~~STRIKETHROUGH~~

TEXT TO BE ADDED IS SHOWN IN RED

ARTICLE AND/OR SECTION TITLES AFFECTED BY THIS AMENDMENT: None

**Sec. 30-65. CBD, Central Business District.**

- (a) *Purpose.* The CBD is the city's urban mixed-use district. It encompasses the downtown area and contains a wide range of uses and lot sizes. It also has the largest concentration of historic buildings. In order to preserve the unique character of the CBD, uses involving outdoor activities are limited to those that do not detract from the pedestrian-oriented nature and visual appeal of the district. New buildings, as well as exterior alterations and additions to existing buildings, are required to meet certain design standards to ensure compatibility. ~~To~~ **In order to** accommodate existing lots and provide for flexibility in the design of new development and redevelopment projects, there are no minimum lot standards or setbacks.
- (b) *Permitted principal uses.*
- (1) Art galleries or museums.
  - (2) Auditoriums or theaters.
  - (3) Banks or other financial institutions.
  - (4) Banquet facilities.
  - (5) Bed and breakfasts.
  - (6) Commercial day cares.
  - (7) Commercial recreation facilities.
  - (8) Comprehensive marijuana dispensary facilities, medical marijuana dispensary facilities, or microbusiness dispensary facilities, as permitted in section 30-118.**
  - ~~(9)~~**(9)** Funeral homes or mortuaries.
  - ~~(10)~~**(10)** Governmental facilities.
  - ~~(11)~~**(11)** Health or fitness centers.
  - ~~(12)~~**(12)** Hospitals.
  - ~~(13)~~**(13)** Hotels or motels.
  - ~~(14)~~**(14)** Institutions of higher education, including universities and business, career, or technology schools.
  - ~~(15)~~**(15)** Instructional schools for art, dance, music, martial arts, or other disciplines.
  - ~~(16)~~**(16)** Libraries.
  - ~~(16) Medical marijuana dispensary facilities, as permitted in section 30-118.~~
  - (17) Meeting halls.
  - (18) Microbreweries or microdistilleries.
  - (19) Nursing homes.
  - (20) Offices.
  - (21) Parks, playgrounds, or recreation facilities.
  - (22) Personal service establishments.
  - (23) Police or fire stations.
  - (24) Residential treatment facilities.
  - (25) Residential uses, excluding manufactured homes.
  - (26) Restaurants or bars.

- (27) Retail or rental establishments.
  - (28) Small-scale light manufacturing and industrial facilities primarily utilizing artisans or digital machinery.
  - (29) Transitional housing.
  - (30) Veterinary clinics or animal hospitals, excluding livestock and kennels.
- (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) Any use not meeting the requirements of subsection (e)(1) of this section which would otherwise be a permitted use in this section.
  - (2) Excursion gambling boats or floating gambling facilities.
  - (3) Helicopter facilities, in conjunction with a hospital.
  - (4) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.
  - (5) Marinas or docks.
  - (6) 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.
  - (7) Telecommunication towers, as permitted in section 30-107.
  - (8) The allowance of additional height up to a total of 60 feet, not to exceed five stories.
  - (9) Vehicle fueling, service or repair facilities, excluding body or paint shops.
  - (10) Wind energy conversion systems, as permitted in section 30-113.
- (e) *Standards.*
- (1) All permitted uses shall be conducted entirely indoors except the following:
    - a. Drive-through or automatic teller machine (ATM) facilities associated with a bank or other financial institution.
    - b. Eating or drinking facilities.
    - c. Live musical performances or the playing of recorded music, provided that such activities do not violate other provisions of the city Code.
    - d. Mobile food or beverage service facilities, provided that such activities do not violate other provisions of the city Code.
    - e. Parking or loading facilities.
    - f. Parks or playgrounds.
    - g. Permitted accessory uses that are customarily conducted outdoors, in conjunction with a dwelling.
    - h. Public art.
    - i. Public recreation facilities.
    - j. Shipping containers, as permitted in subsection (c)(2) of this section.

- k. Solar energy systems, as permitted in subsection (c)(3) of this section.
  - l. Temporary uses, as permitted in section 30-109.
  - m. Walk-up windows for food or beverage service, provided that such activities do not violate other provisions of the city Code.
  - n. Waste containers, subject to screening provisions as required elsewhere in the city Code.
- (2) Design standards for new buildings. New buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing, materials, and colors. New buildings shall not:
- a. Disrupt an existing pattern of setbacks along a street;
  - b. Disrupt an existing pattern of buildings being oriented toward a street; or
  - c. Result in disproportionate height, scale, or massing relative to the surrounding buildings.
- (3) Design standards for exterior alterations and additions to existing buildings.
- a. Exterior alterations and additions to existing buildings shall be compatible with the architectural character of the building being altered or added to in terms of setback, orientation, height, scale, massing, materials, and colors. Exterior alterations and additions shall not:
    - 1. Remove, materially alter, or obscure significant character-defining features such as parapets, cornices, belt courses, corbels, quoins, **medallions, mosaics**, and patterned brickwork;
    - 2. Remove, materially alter, or obscure non-storefront wall openings in a manner that disrupts an existing wall opening pattern on a public-facing building elevation;
    - 3. Reduce or expand non-storefront wall openings to fit replacement windows or doors, except for minor shimming; or
    - 4. Replace double-sash windows or divided light windows with windows consisting of a single, undivided light.
  - b. Exterior alterations and additions to existing buildings shall be compatible with the general architectural character of the surrounding buildings in terms of setback, orientation, height, scale, massing, materials, and colors. Exterior alterations and additions shall not:
    - 1. Disrupt an existing pattern of setbacks along a street;
    - 2. Disrupt an existing pattern of buildings being oriented toward a street; or
    - 3. Result in disproportionate height, scale, or massing relative to the surrounding buildings.
- (4) CBD design standards approval.
- a. Except as provided for in subsection (e)(5) of this section, CBD design standards approval shall be required for any new building or any exterior alteration or addition to an existing building, excluding signs and ordinary maintenance and repair.
  - b. Application for CBD design standards approval shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed administratively in accordance with procedures established by the city manager.
- (5) Certificate of appropriateness.
- a. A certificate of appropriateness shall be required for any of the following:

1. Demolition in whole or in part of any building, excluding any building demolished by the city pursuant to chapter 7, article XIII of this Code;
  2. Painting of an unpainted surface on the exterior of any building, excluding new construction;
  3. Painting of an exterior wall and the roof, trim, or architectural details attached thereto or contained therein, in the same color, unless such condition already exists; or
  4. Addition or alteration of a mural on the exterior of any building. For the purposes of this section, the term "mural" means any sign or piece of graphic artwork that is painted or applied directly to a wall, roof, or other portion of a building.
- b. Application for a certificate of appropriateness shall be submitted to the city manager using a form provided by the city and contain all necessary information as determined by the city manager. Such application shall be processed in accordance with the criteria and procedures set forth in section 30-74(j) through (r).
- (f) *Height, area, width, density, 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) Maximum density: None.
  - (5) Minimum setbacks:
    - a. Front yard: None.
    - b. Rear yard: None.
    - c. Side yard: None.
  - (6) Minimum open space: None.

---

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance annexing land located at 126 Dogwood Street into the city limits of the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached ordinance annexes the property at 126 Dogwood Street into the city limits. A public hearing was held on April 7, 2025 to consider the proposed annexation and zoning of the property as R-1 (Single-Family Suburban Residential District). Ordinances for the zoning and ward boundary extension for the property are on this agenda as separate items.

**BACKGROUND/DISCUSSION**

On March 3, 2025, the City Council acknowledged receipt of an annexation petition for the property at 126 Dogwood Street. A public hearing was held on April 7, 2025 to consider the proposed annexation and zoning of the property as R-1 (Single-Family Suburban Residential District). An ordinance annexing the property is attached. Ordinances for the zoning and ward boundary extension for the property are on this agenda as separate items.

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

Annexing property is necessary for the orderly growth of the City. By annexing and zoning properties such as this, the property owners and the community as a whole will benefit from regulations intended to protect the public health, safety, and general welfare.

**STAFF RECOMMENDATION**

Staff recommends approval of the ordinance annexing the property at 126 Dogwood Street.

**PUBLIC OUTREACH**

Notice of the City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the public hearing was posted on the property.

**ATTACHMENTS:**

Name:	Description:
<a href="#">25-45_126_Dogwood_Annexation_Ordinance.doc</a>	Ordinance
<a href="#">Map - 126_Dogwood_Street_to_be_Annexed.pdf</a>	126 Dogwood Street - Annexation Map

BILL NO. 25-45

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING LAND LOCATED AT 126  
DOGWOOD STREET INTO THE CITY LIMITS OF THE  
CITY OF CAPE GIRARDEAU, MISSOURI

---

WHEREAS, Rose Run LLC has presented to the City Council of the City of Cape Girardeau, Missouri, a Verified Petition requesting annexation as the owner of all fee interest of record of a certain tract of land which it proposes to be annexed to the City of Cape Girardeau, Missouri; and

WHEREAS, a public hearing was held on Monday, April 7, 2025 after due notice was given in accordance with Section 71.012 RSMo; and

WHEREAS, at said public hearing all interested persons were allowed to present evidence regarding the proposed annexation; and

WHEREAS, the City Council has determined that the annexation is reasonable and necessary to the proper development of the City and, further, that the City has the ability to furnish normal municipal services to the tract to be annexed within a reasonable time; and

WHEREAS, the City Council has determined that the tract proposed to be annexed is contiguous and compact and adjacent to the existing corporate limits of the City of Cape Girardeau, Missouri, and further, the tract proposed to be annexed is in an unincorporated area.

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

ARTICLE 1. The corporate limits of the City of Cape Girardeau, Missouri, shall be extended so as to annex the following-described unincorporated tract of land, which is contiguous and compact and adjacent to the existing corporate limits of the City, and to extend the limits of the City over said tract as described herein below, to-wit:

126 Dogwood Street

All of Lot Number One (1) of Bradley Heights Subdivision, Cape Girardeau County, Missouri as shown on Plat recorded

in Plat Book Seven (7) at Page Seven (7), Office of Recorder of Deeds, Cape Girardeau County, Missouri.

ARTICLE 2. The City Council of the City of Cape Girardeau, Missouri, does hereby find and determine that the annexation of the above-described unincorporated tract of land is reasonable and necessary to the proper development of the City and that the City has the ability to furnish normal municipal services to the tract to be annexed within a reasonable time. Further, the City Council hereby finds and determines that with respect to the tract to be annexed into the City of Cape Girardeau, Missouri, that all of the owners of all fee interest of record have requested such annexation by appropriate Petition.

ARTICLE 3. The City Clerk is authorized and directed to cause three (3) certified copies of this ordinance in its final form to be filed with the Clerk of Cape Girardeau County in accordance with Section 71.012 RSMo.

ARTICLE 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 5. This ordinance shall be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

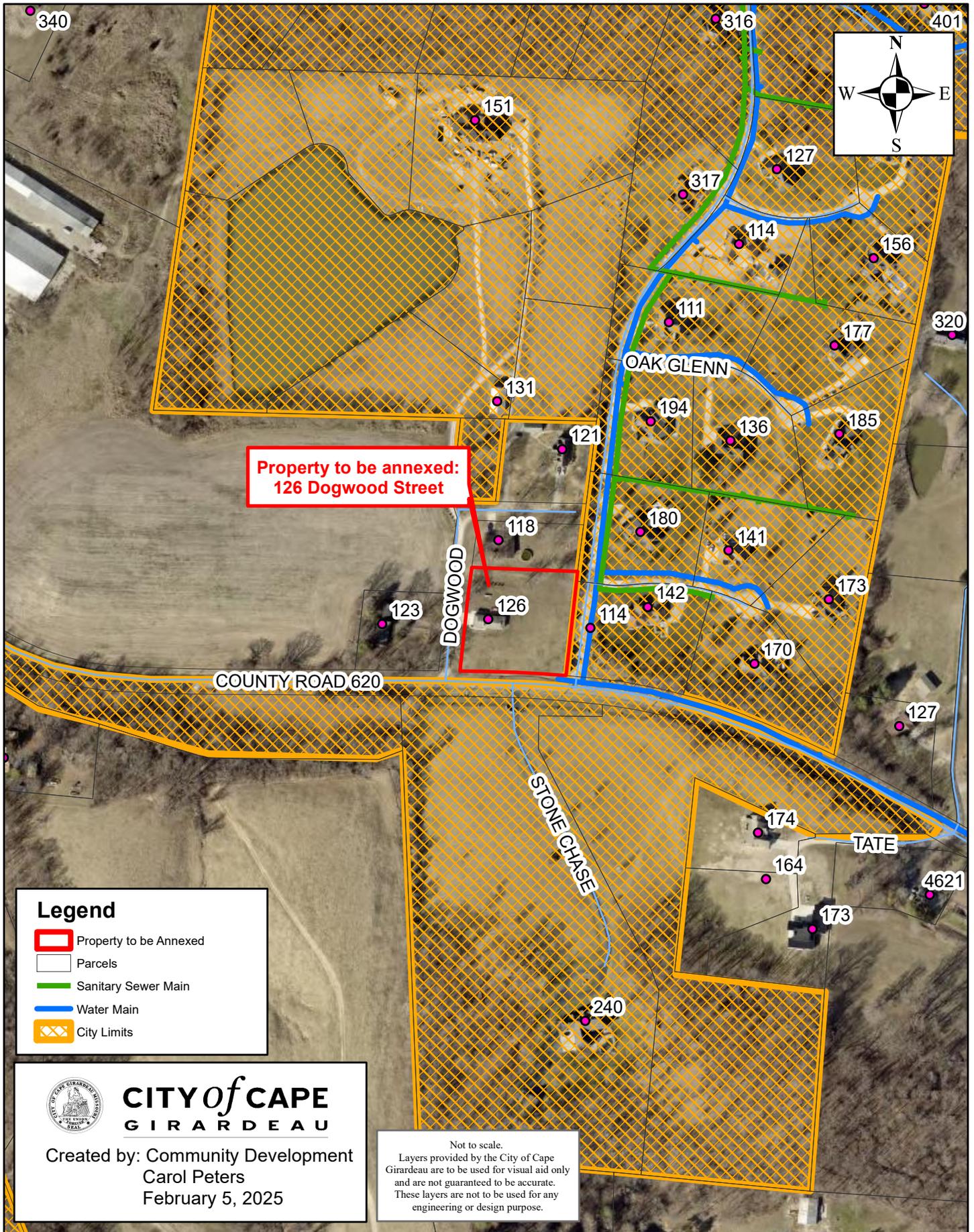
\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



# 126 Dogwood Street Annexation Request



**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

An Ordinance extending the boundaries of Ward 4 to include property newly annexed into the city limits of the City of Cape Girardeau, Missouri.

**EXECUTIVE SUMMARY**

The attached ordinance extends the boundaries of Ward 4 to include newly annexed property located at 126 Dogwood Street. A public hearing was held on April 7, 2025 to consider the proposed annexation and zoning of the property as R-1 (Single-Family Suburban Residential District). Ordinances for the annexation and zoning are on this agenda as separate items.

**STAFF RECOMMENDATION**

Staff recommends approval of the ordinance extending the boundaries of Ward 4 to include the newly annexed property at 126 Dogwood Street.

**ATTACHMENTS:**

Name:	Description:
<a href="#">25-46_126_Dogwood_Ward_4_Boundary_Ext.doc</a>	Ordinance
<a href="#">Map - 126_Dogwood_Street_Ward_Boundary_Extension.pdf</a>	126 Dogwood Street - Ward Boundary Extension Map

BILL NO. 25-46

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE EXTENDING THE BOUNDARIES OF  
WARD 4 TO INCLUDE PROPERTY NEWLY ANNEXED  
INTO THE CITY LIMITS OF THE CITY OF CAPE  
GIRARDEAU, MISSOURI

---

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

ARTICLE 1. The boundary of "Ward 4" is hereby amended by  
adding the legal description of the following property newly  
annexed into the City of Cape Girardeau, Missouri:

126 Dogwood Street

All of Lot Number One (1) of Bradley Heights Subdivision,  
Cape Girardeau County, Missouri as shown on Plat recorded  
in Plat Book Seven (7) at Page Seven (7), Office of  
Recorder of Deeds, Cape Girardeau County, Missouri.

ARTICLE 2. If any section, subsection, sentence, clause,  
phrase, or portion of this ordinance is for any reason held  
invalid or unconstitutional by any court of competent  
jurisdiction, such portion shall be deemed a separate, distinct,  
and independent provision, and such holding shall not affect the  
validity of the remaining portions hereof.

ARTICLE 3. It is the intention of the governing body and  
it is hereby ordained that the provisions of this ordinance  
shall become and be made a part of the Code of Ordinances of the  
City of Cape Girardeau, Missouri, and the sections of this Code  
may be renumbered to accomplish such intention.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

Stacy Kinder, Mayor

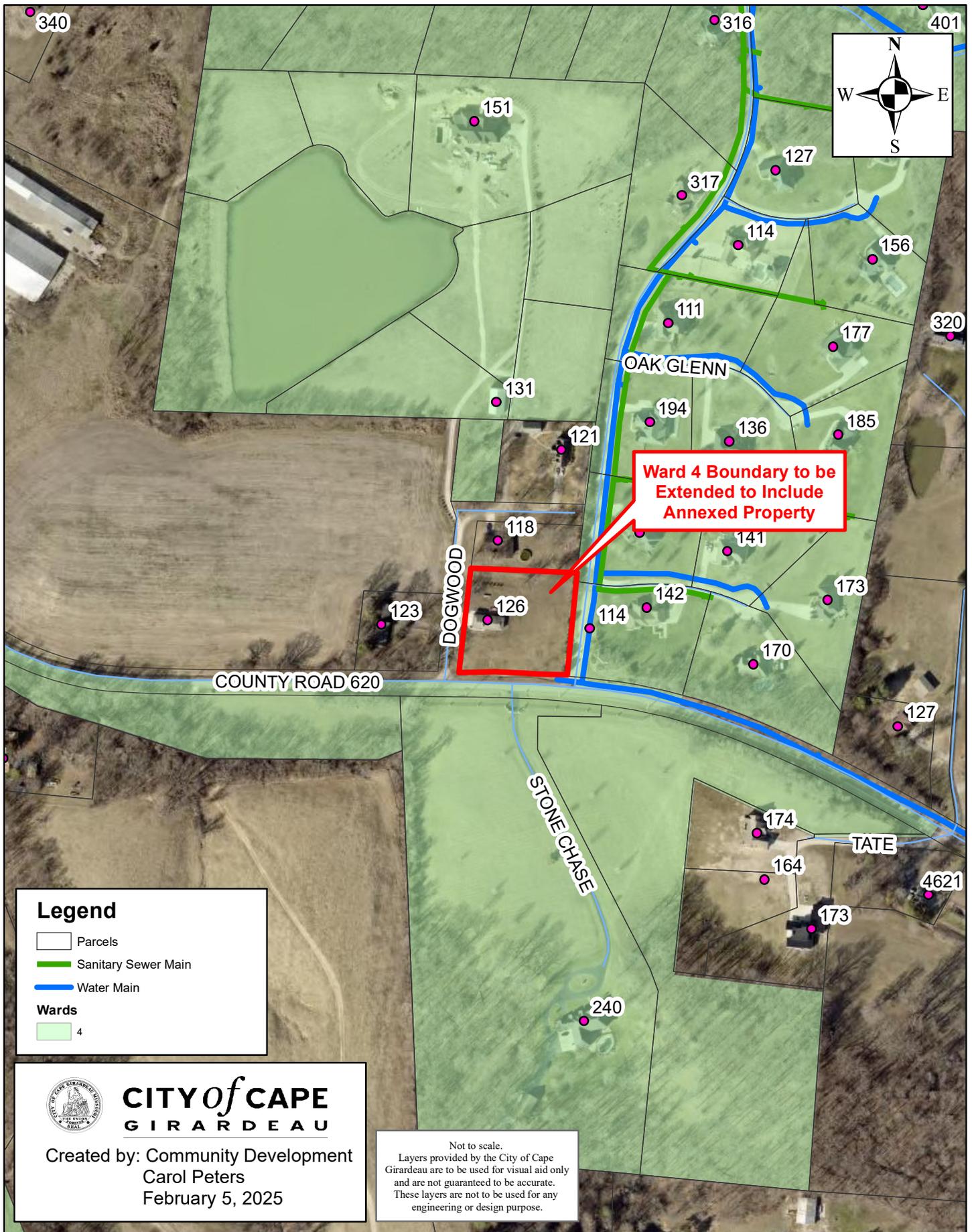
ATTEST:

---

Traci Weissmueller, Deputy City Clerk



# 126 Dogwood Street - Ward Boundary Extension



---

**Staff:** Ryan Shrimplin, AICP - City  
**Agenda:** Planner  
4/21/2025

**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 zoning newly annexed property located at 126 Dogwood Street as R-1, Single-Family Suburban Residential District.

**EXECUTIVE SUMMARY**

The attached ordinance zones the property at 126 Dogwood Street as R-1 (Single-Family Suburban Residential District) upon annexation. A public hearing was held on April 7, 2025 to consider the proposed annexation and zoning of the property as R-1. Ordinances for the annexation and ward boundary extension are on this agenda as separate items.

**BACKGROUND/DISCUSSION**

On March 3, 2025, the City Council acknowledged receipt of an annexation petition for the property at 126 Dogwood Street. As part of the annexation process, the Planning and Zoning Commission was charged with making a recommendation to the City Council regarding how the property should be zoned upon annexation.

The adjacent properties to the northeast, east, and south are zoned R-1 (Single-Family Suburban Residential District). The other adjacent properties are outside the city limits and are not zoned. This area is characterized by single-family residential uses. The Cape Vision 2040 Comprehensive Plan's Future Land Use Map shows the subject property as Low Density Residential.

A public hearing was held on April 7, 2025 to consider the proposed annexation and zoning of the property as R-1. The attached ordinance zones the property as R-1 upon annexation. Ordinances for the annexation and ward boundary extension are on this agenda as separate items.

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

In considering a zoning district for a property to be annexed, 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 contains a single-family detached dwelling, as do several of the surrounding properties. R-1 (Single-Family Suburban Residential District) permits the existing use by right and is consistent with the Comprehensive Plan's Future Land Use recommendation for the property, making it reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

**STAFF RECOMMENDATION**

The staff report to the Planning and Zoning Commission recommended zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation.

**BOARD OR COMMISSION RECOMMENDATION**

---

The Planning and Zoning Commission, at its March 12, 2025 meeting, held a public hearing and recommended zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation with a vote of 5 in favor, 0 in opposition, and 0 abstaining.

## **PUBLIC OUTREACH**

---

Notice of the City Council's public hearing was advertised in the Southeast Missourian on March 22, 2025. In addition, a sign containing the date, time, location, and subject of the public hearing was posted on the property.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-47_126_Dogwood_Zoning_R-1.doc</a>	Ordinance
<a href="#">Staff_Review-Referral-Action_Form.pdf</a>	126 Dogwood Street - Staff RRA Form
<a href="#">Map - Zoning - 126_Dogwood_Street.pdf</a>	126 Dogwood Street - Zoning Map
<a href="#">Map - FLU - 126_Dogwood_Street.pdf</a>	126 Dogwood Street - FLU Map
<a href="#">Sec. 30-57. - R-1_Single-Family_Suburban_Residential_District.pdf</a>	R-1 District Regulations

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

---

WHEREAS, the City Planning and Zoning Commission has recommended zoning all of the newly annexed property described in Article 1 of this ordinance as R-1, Single-Family Suburban 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, April 7, 2025; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri has elected to zone the property described herein as set out below.

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 zone the following newly annexed property as R-1, Single-Family Suburban Residential District:

126 Dogwood Street

All of Lot Number One (1) of Bradley Heights Subdivision, Cape Girardeau, Missouri as shown on Plat recorded in Plat Book Seven (7) at Page Seven (7), Office of Recorder of Deeds, Cape Girardeau County, Missouri.

ARTICLE 2. The City Council of the City of Cape Girardeau, Missouri hereby finds 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-1, Single-Family Suburban 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. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**CITY OF CAPE GIRARDEAU, MISSOURI**

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

FILE NO. 1477

LOCATION: 126 Dogwood Street

**STAFF REVIEW & COMMENTS:**

Contiguous property being annexed at 126 Dogwood Street to be placed into an appropriate zoning district. SEE STAFF REPORT FOR FURTHER INFORMATION.

[Signature]  
City Planner

2/25/25  
Date

[Signature]  
City Attorney

2/26/25  
Date

**CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:**

[Signature]  
City Manager

2/27/25  
Date

**Planning & Zoning Commission**

Sign Posting Date: 3-5-25 Meeting Date: 3-12-25

**RECOMMENDED ACTION:**

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

**VOTE COUNT:** 5 Favor 0 Oppose 0 Abstain

**COMMENTS:**

**CITIZENS COMMENTING AT MEETING:**

[Signature]  
Chris Martin  
Planning & Zoning Commission Secretary

**City Council Action**

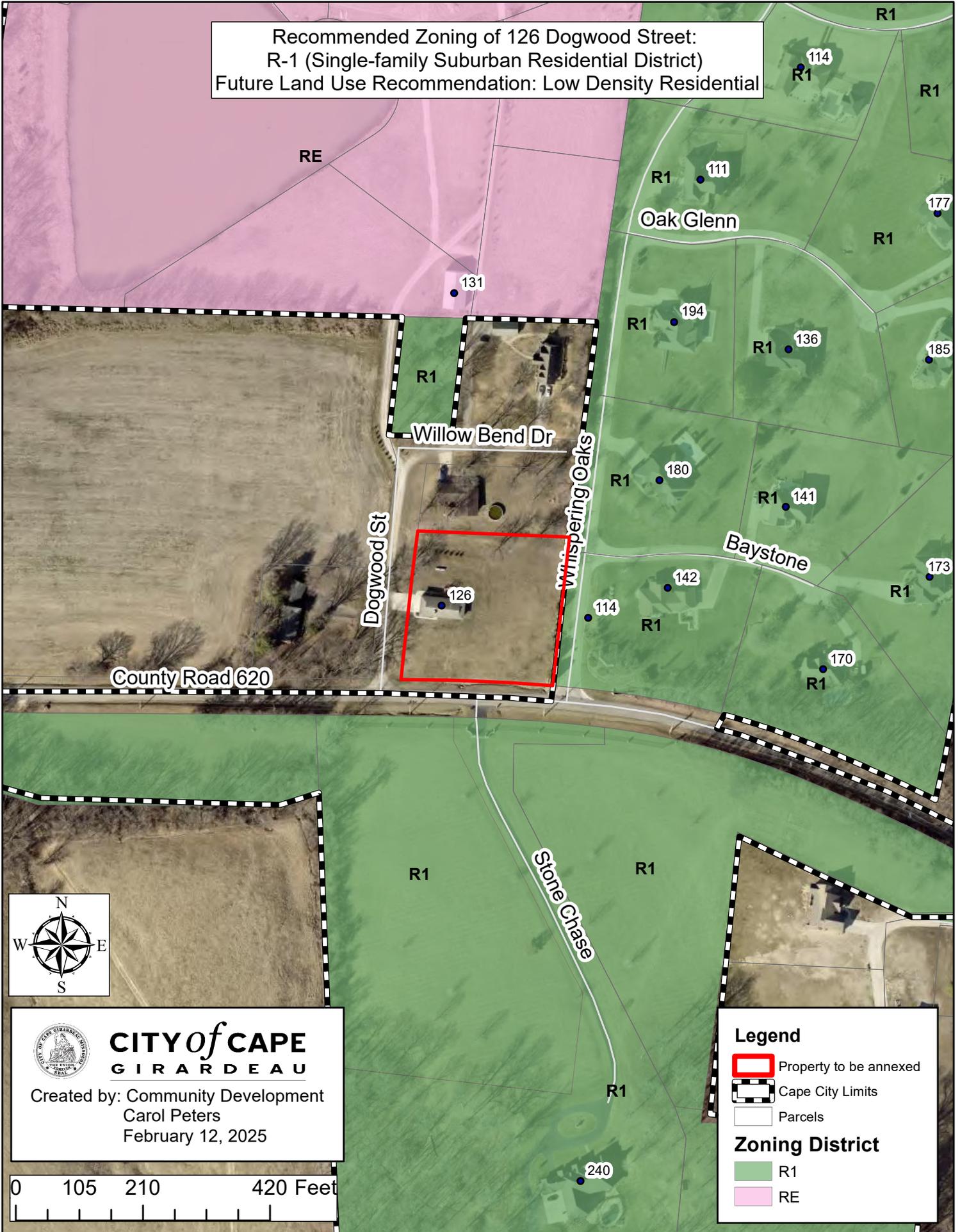
Posting Dates: Sign \_\_\_\_\_ Newspaper 3-22-25 Public Hearing Date: 4-7-25  
Ordinance 1<sup>st</sup> Reading \_\_\_\_\_ Ordinance 2<sup>nd</sup> & 3<sup>rd</sup> Reading: \_\_\_\_\_

**VOTE COUNT:** \_\_\_\_\_ Favor \_\_\_\_\_ Oppose \_\_\_\_\_ Abstain

**ORDINANCE #** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

# Zoning Recommendation for Property to be Annexed

Recommended Zoning of 126 Dogwood Street:  
R-1 (Single-family Suburban Residential District)  
Future Land Use Recommendation: Low Density Residential



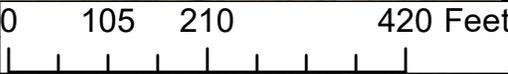
**CITY of CAPE GIRARDEAU**  
Created by: Community Development  
Carol Peters  
February 12, 2025

**Legend**

-  Property to be annexed
-  Cape City Limits
-  Parcels

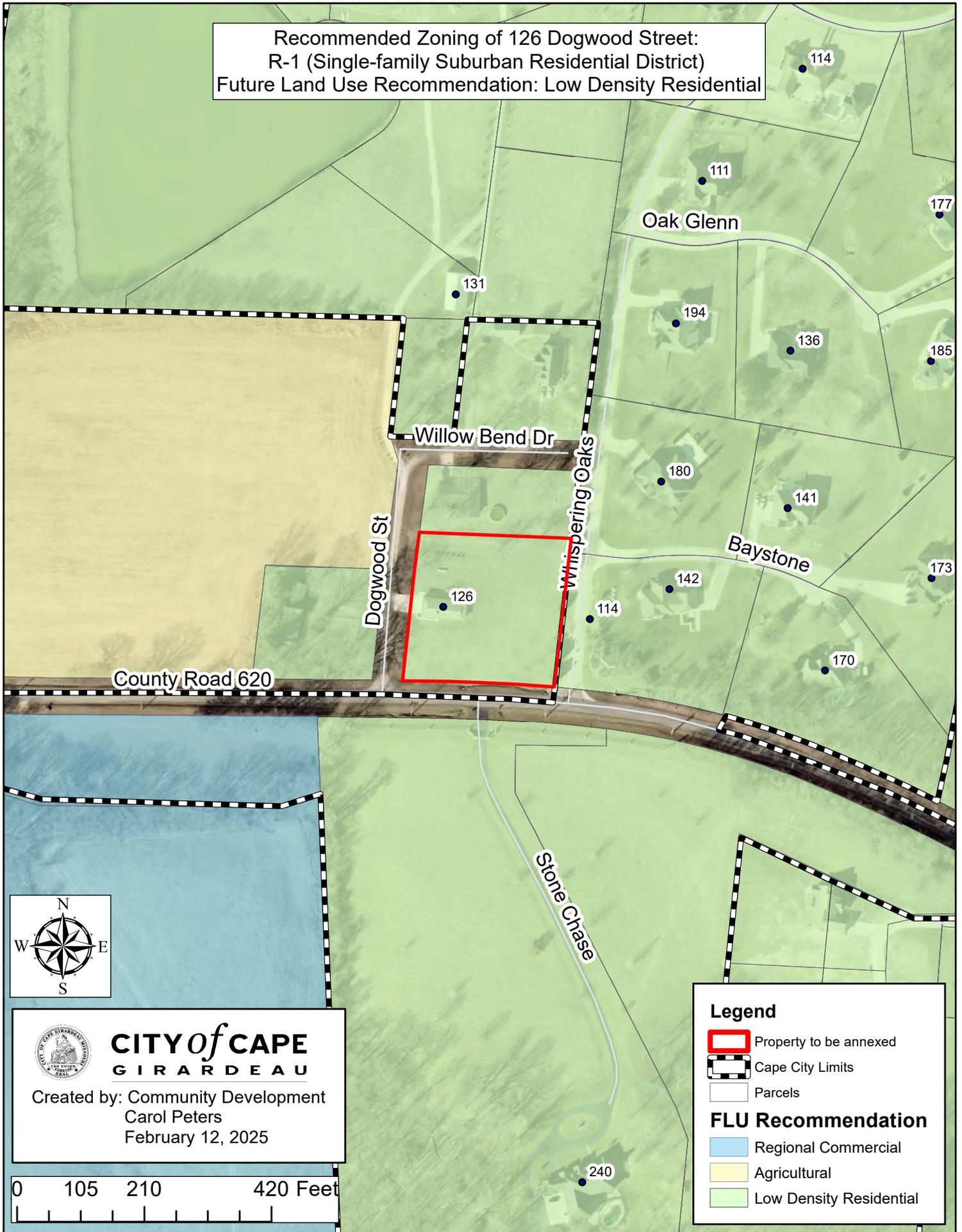
**Zoning District**

-  R1
-  RE



# Zoning Recommendation for Property to be Annexed

Recommended Zoning of 126 Dogwood Street:  
R-1 (Single-family Suburban Residential District)  
Future Land Use Recommendation: Low Density Residential



**CITY of CAPE**  
**GIRARDEAU**

Created by: Community Development  
Carol Peters  
February 12, 2025

0 105 210 420 Feet

Sec. 30-57. - R-1, Single-Family Suburban Residential District.

(a) *Purpose.* The R-1 district is intended primarily for single-family detached dwellings with a maximum density of four units per acre. It is designed to provide for quality single-family residential neighborhoods in a conventional subdivision setting, while encouraging a mix of housing styles, designs and development. 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 single-family residential character of the district.

(b) *Permitted principal uses.*

- (1) Single-family detached dwelling, with only one dwelling per lot.
- (2) Cluster subdivisions, as permitted in [chapter 25](#).
- (3) Golf courses; this shall not include separate miniature golf courses, driving ranges and other similar activities operated as a business.
- (4) Public parks, playgrounds, and recreational facilities.
- (5) Police and fire stations.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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) In home elderly care, with a maximum of three persons as permitted in [section 30-114](#).
- (3) Home occupations, as permitted in [section 30-108](#).
- (4) Home day cares, with no more than four unrelated children in a 24-hour period as permitted in [section 30-111](#).
- (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 in a 24-hour period, as permitted in [section 30-111](#).
- (2) Libraries, on a minimum of two acres of land.
- (3) Cemeteries, on a minimum of ten acres of land.
- (4) Wind energy conversion systems, as permitted in [section 30-113](#).

(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) Long-term use of shipping containers for accessory uses, as permitted in section 30-105.

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

(1) Maximum height: 2½ stories not to exceed 35 feet.

(2) Minimum lot area: 10,000 square feet.

(3) Maximum density: Four units per one acre. Higher densities may be approved with a cluster subdivision, as permitted in chapter 25.

(4) Minimum lot width: 80 feet.

(5) Minimum yard requirements:

a. Front yard: 30 feet.

b. Rear yard: 25 feet.

c. Side yard: Six feet.

(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. 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, § 30-322; Ord. No. 5012, art. 4, 10-2-2017)

---

**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance accepting a Permanent Water Line Easement from The Church of Jesus Christ of Latter Day Saints for property located at 4450 LaSalle Avenue in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

An Ordinance accepting a Permanent Water Line Easement from The Church of Jesus Christ of Latter Day Saints for property located at 4450 LaSalle Avenue in the City of Cape Girardeau, Missouri.

---

**BACKGROUND/DISCUSSION**

The Church of Jesus Christ of Latter Day Saints at 4450 LaSalle Avenue is building a new church. This prompted the need for a fire main extension with a fire hydrant to be brought up into their property for approx. 385 ft. This water main, hydrant, and other infrastructure will be turned over to the City as part of City infrastructure. For the City to maintain this water line and infrastructure, The Church of Jesus Christ of Latter Day Saints is granting a new water line easement to allow the City access to this new water main and infrastructure.

---

**FINANCIAL IMPACT**

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

---

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

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

---

**STAFF RECOMMENDATION**

---

Staff recommends approval of the attached Ordinance accepting a Permanent Water Line Easement from The Church of Jesus Christ of Latter Day Saints for property located at 4450 LaSalle Avenue.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-48_PWE_4450_LaSalle_LDS.doc</a>	Ordinance
<a href="#">Water_Line_Easement_4450_LaSalle_Ave_CLDS.pdf</a>	Easement Agreement
<a href="#">GOOD_EXHIBIT_The_Church_of_Jesus_Christ_of_Latter-Day_Saints_Water_Main_Easement.pdf</a>	Exhibit

BILL NO. 25-48

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACCEPTING A PERMANENT WATER LINE EASEMENT FOR PROPERTY LOCATED AT 4450 LASALLE AVENUE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Water Line Easement from Church of Christ of Latter-Day Saints for property located at 4450 LaSalle Avenue, in the City of Cape Girardeau, Missouri, to wit:

THAT PART OF LOT TWO (2) OF LaSALLE-CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN THE COUNTY LAND RECORDS, LOCATED IN UNITED STATES PRIVATE SURVEY NO. 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 2 OF THE LaSALLE- CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN SAID COUNTY LAND RECORDS, THENCE WITH THE SOUTH LINE OF SAID LOT 2, NORTH 84°53'53" WEST, 367.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1820.00 FEET, A DISTANCE OF 7.06 FEET (THE CHORD OF SAID ARC BEARS NORTH 85°04'47" WEST, 7.06 FEET) TO THE POINT OF BEGINNING; THENCE NORTH 23°40'51" WEST, 42.99 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 49°21'34" EAST, 153.10 FEET; THENCE SOUTH 40°38'26" EAST, 20.00 FEET; THENCE SOUTH 49°21'34" WEST, 137.39 FEET; THENCE SOUTH 04°21'34" WEST, 23.10 FEET TO THE NORTH LINE OF AN EXISTING EASEMENT AS RECORDED IN SAID DOCUMENT; THENCE SOUTH 27°28'31" WEST, 12.84 FEET TO THE POINT OF BEGINNING.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**PERMANENT WATER LINE EASEMENT**

4450 LaSalle Ave

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

THAT PART OF LOT TWO (2) OF LaSALLE-CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN THE COUNTY LAND RECORDS, LOCATED IN UNITED STATES PRIVATE SURVEY NO. 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

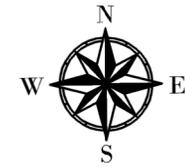
COMMENCE AT THE SOUTHEAST CORNER OF LOT 2 OF THE LaSALLE-CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN SAID COUNTY LAND RECORDS, THENCE WITH THE SOUTH LINE OF SAID LOT 2, NORTH 84°53'53" WEST, 367.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1820.00 FEET, A DISTANCE OF 7.06 FEET (THE CHORD OF SAID ARC BEARS NORTH 85°04'47" WEST, 7.06 FEET) TO THE POINT OF BEGINNING; THENCE NORTH 23°40'51" WEST, 42.99 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 49°21'34" EAST, 153.10 FEET; THENCE SOUTH 40°38'26" EAST, 20.00 FEET; THENCE SOUTH 49°21'34" WEST, 137.39 FEET; THENCE SOUTH 04°21'34" WEST, 23.10 FEET TO THE NORTH LINE OF AN EXISTING EASEMENT AS RECORDED IN SAID DOCUMENT; THENCE SOUTH 27°28'31" WEST, 12.84 FEET TO THE POINT OF BEGINNING.

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

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



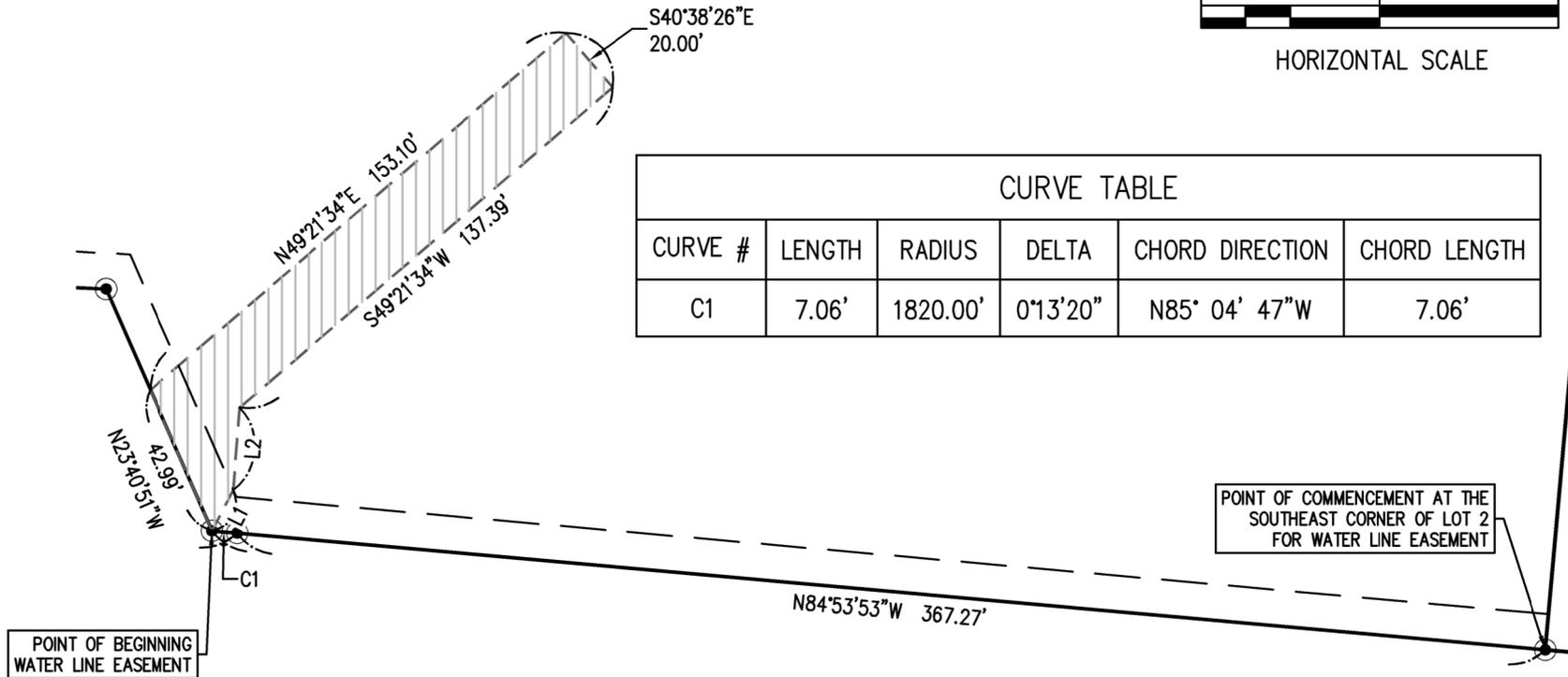
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27° 28' 31"W	12.84'
L2	S04° 21' 34"W	23.10'



NORTH ORIENTATION FROM  
MISSOURI STATE PLANE  
COORDINATE SYSTEM



HORIZONTAL SCALE



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	7.06'	1820.00'	0°13'20"	N85° 04' 47"W	7.06'

**KE KOEHLER**  
ENGINEERING AND LAND SURVEYING, INC.

Civil Engineering and Surveying Services  
194 Coker Lane - Cape Girardeau, MO 63701  
Phone: 573.335.3026 - Fax: 573.335.3049  
www.koehleengineering.com

EASEMENT EXHIBIT FOR  
THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS  
4450 LASALLE AVE.  
CAPE GIRARDEAU, MO 63701

DATE: 01/13/2025

DRAWING  
**1** of 1

### Description of Water Line Easement

THAT PART OF LOT TWO (2) OF LaSALLE-CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN THE COUNTY LAND RECORDS, LOCATED IN UNITED STATES PRIVATE SURVEY NO. 790, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 2 OF THE LaSALLE-CHURCH SUBDIVISION AS RECORDED IN DOCUMENT NO. 2022-11442 IN SAID COUNTY LAND RECORDS, THENCE WITH THE SOUTH LINE OF SAID LOT 2, NORTH 84°53'53" WEST, 367.27 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1820.00 FEET, A DISTANCE OF 7.06 FEET (THE CHORD OF SAID ARC BEARS NORTH 85°04'47" WEST, 7.06 FEET) TO THE POINT OF BEGINNING; THENCE NORTH 23°40'51" WEST, 42.99 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 49°21'34" EAST, 153.10 FEET; THENCE SOUTH 40°38'26" EAST, 20.00 FEET; THENCE SOUTH 49°21'34" WEST, 137.39 FEET; THENCE SOUTH 04°21'34" WEST, 23.10 FEET TO THE NORTH LINE OF AN EXISTING EASEMENT AS RECORDED IN SAID DOCUMENT; THENCE SOUTH 27°28'31" WEST, 12.84 FEET TO THE POINT OF BEGINNING.

---

**Staff:** JoJo Stuart, Airport Manager  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund Air Service Promotion and Marketing at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri, Project No. AIR 256-077A-1.

---

**EXECUTIVE SUMMARY**

The funding from this block grant agreement will fund 90% of marketing efforts for improvement and promotion of the scheduled passenger air service at the Cape Girardeau Regional Airport (CGI). The funds will be used for airline service promotion/marketing in an effort to increase passenger enplanements. The total project cost is \$203,856 with the City required to match 10%, or \$20,386. MODOT's 90% funding will be \$183,470.

This project period shall be from the date of execution of this Agreement by the Commission to December 31, 2025.

---

**BACKGROUND/DISCUSSION**

This air service promotion funding will allow Airport/City staff to provide air service promotion and assist with marketing the airport and all of the services it provides including, commercial Air Service. Advertising the airport and commercial airline service has proven successful in previous years, especially in 2019, when the airline reached over 10,000 enplanements for the first time in over 20 years. Reaching this milestone upgraded CGI to primary airport status and eligibility for \$1 million in grant funds.

With the recent transition to Chicago O'hare (ORD) by Contour, it is essential the airport markets the jet service well to increase ridership. This is especially important in this post-COVID era, where the landscape of travel has changed considerably.

---

**FINANCIAL IMPACT**

The immediate financial impact of this grant for the City is the 10% match to the \$203,856 grant, which totals \$20,386.

The hopeful and potential positive impact to the City is that usage of these marketing funds results in returning our enplanements to 2019 levels so that we continue as a primary airport, eligible to receive \$1 million in Airport Improvement Program grant funds.

## STAFF RECOMMENDATION

---

It is recommended the City Council approve an ordinance allowing the City Manager to execute the attached Block Grant Agreement, Project No. AIR 256-077A-1, with the Missouri Highways and Transportation Commission, in the amount of \$203,856 to fund the promotion of scheduled passenger air service at the Cape Girardeau Regional Airport.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-49_MODOT_Air_Service_Promotion_Grant.doc</a>	Ordinance
<a href="#">Air_Service_Promotion_Grant_2025_AIR_256-077A-1.pdf</a>	Agreement

BILL NO. 25-49

ORDINANCE NO. \_\_\_\_\_

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

---

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

Article 1. The City Manager is hereby authorized to execute, on behalf of the City, a State Block Grant Agreement between the City of Cape Girardeau and the Missouri Highways and Transportation Commission, to fund Air Service Promotion and Marketing, Project No. AIR 256-077A-1, at the Cape Girardeau Regional Airport. The City Clerk is hereby authorized to attest to said document and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes 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:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



CCO Form: MO  
Approved: 03/25 (MWH)  
Revised:  
Modified:

Sponsor City of Cape Girardeau  
Project No. AIR 256-077A-1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION**

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated September 9, 2024, and specifically described as follows:

**Shall be for Air Service Promotion and Marketing only;**

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Eighty-Three Thousand Four Hundred Seventy Dollars (\$183,470); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Twenty Thousand Three Hundred Eighty-Six Dollars (\$20,386). The Sponsor warrants to the Commission that it

has sufficient cash on deposit, or other readily available resources, to provide the local matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to December 31, 2025. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo. The Sponsor shall not submit a Request for Reimbursement (**RFR**) after the project time period date. A RFR submitted after the grant end date will not be reimbursed.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) CONTROL OF AIRPORT: The Sponsor agrees to continue to control the airport, either as owner or as lessee, for twenty (20) years following receipt of the last payment from this grant. Applicable agreement periods are as follows:

(A) Land interests - Fifty (50) years.

(B) Improvements - Useful life, as determined by the Commission.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by subparagraph (B) under this paragraph of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the

amount of overpayment shall be remitted to the Commission.

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

(10) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

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

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(13) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(14) 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.

(15) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(16) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

(20) INDEMNIFICATION: To the extent allowed or imposed by law, the Sponsor shall defend, indemnify, and hold harmless the Commission, including its members and Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(21) INSURANCE:

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

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

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

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

(22) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

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

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

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

(27) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(28) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

*Remainder of Page Intentionally Left Blank*

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

Executed by Sponsor on \_\_\_\_\_ (date).

Executed by Commission on \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

---

**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance accepting two (2) Permanent Utility Easements from Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 at a parcel located along Hopper Rd behind 3556 Pheasant Cove Drive in the City of Cape Girardeau, Missouri.

---

**EXECUTIVE SUMMARY**

An Ordinance accepting 2 Permanent Utility Easements from Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 at a parcel located along Hopper Rd behind 3556 Pheasant Cove Drive to provide the City future utility needs as well as access to utilities for maintenance and repair of existing utilities when needed.

---

**BACKGROUND/DISCUSSION**

The City of Cape Girardeau is preparing to sell a parcel of land located behind 3556 Pheasant Cove Drive. As part of this sale, the purchaser will be required to grant the City 2 Permanent Utility Easements to ensure continued access to the property for the purpose of maintaining and repairing underground infrastructure. This easement will allow the City to perform necessary operations related to the utility systems, preserving their functionality and supporting long-term service needs for the area.

---

**FINANCIAL IMPACT**

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

---

**SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

The easements are 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

---

Staff recommends approval of the attached Ordinance accepting a Permanent Utility Easement from the property owner.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-50_ACCEPT_Easements_Mogelnicki_3556_Pheasant_Cove-Hopper.doc</a>	Ordinance
<a href="#">Utility_Easements_-_Hopper_Rd_Parcel_.doc</a>	Easement Agreement
<a href="#">Good_EXHIBIT_Utility_ESMITS_to_Acquire_Hopper_Rd_City_Parcel.pdf</a>	Exhibit
<a href="#">Good_Legal_Description_for_Utility_Esmts_Needed_to_Sell_City_Owned_Triangular_Parcel.docx</a>	Legal Description
<a href="#">april_7.jpg</a>	Map of area

AN ORDINANCE ACCEPTING TWO 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

---

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 two 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, described as follows:

ONE (1) TEN (10) FOOT WIDE AND ONE (1) TWENTY FOOT (20) WIDE PERMANENT UTILITY EASEMENTS, BOTH BEING FROM A PART OF A TRACT OF LAND MORE SPECIFICALLY DESCRIBED IN DEED BOOK 1044, AT PAGE 119 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI. SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UTILITY EASEMENT 1

A ten (10) foot wide Permanent Utility Easement laying wholly South of and adjacent to the Northern Boundary Line of said deed recorded in Deed Book 1044, at Page 119, said line being the same as the Southern Right of Way Line of Hopper Road, and being the same line with the following courses from said deed: A non-tangent curve concave to the Northeast, having a central angle of 02° 47' 55" and a radius of 1430.00 feet, from which point a radial line bears N 02° 47' 55" E; Thence along said curve in an Easterly direction 69.85 feet; Thence S 90° 00' 00" E, 247.17 feet. Said 10 foot wide easement sides to be prolonged or shortened to match the Western and Eastern Boundary Lines of said tract of land described in Deed Book

1044, at Page 119. Said Easement contains 3,099 square feet more or less.

UTILITY EASEMENT 2

A twenty (20) foot wide Permanent Utility Easement laying wholly East of and adjacent to the Western Boundary Line of said deed recorded in Deed Book 1044, at Page 119 and being the same line with a bearing and distance of N 34° 27' 00" W, 216.84 feet which runs between the Northwest Corner of Lot 76 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 and the Southern Right of Way Line of Hopper Road as now existing. Said 20 foot wide easement sides to be prolonged or shortened to match the Southern Right of Way Line of Hopper Road and the Northern Lot Line of said Lot 76. Said Easement contains 4,374 square feet more or less.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**PERMANENT UTILITY EASEMENTS**

KNOW ALL PERSONS BY THESE PRESENTS: **Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017**, 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 organized and existing under the laws of the State of Missouri, hereinafter referred to as the “City”, three permanent utility easements 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:

SEE ATTACHED EXHIBIT A

Said easements are granted for the purpose of allowing public access on, over and across the above-described property, and for the purpose of enabling the City as well as its agents, servants, and assigns to use said property to excavate, build, and construct certain utility improvements in, on, upon, or across said property, together with all of the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith.

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

*This area left intentionally blank.*

*Signature page to follow*



EXHIBIT A

ONE (1) TEN (10) FOOT WIDE AND ONE (1) TWENTY FOOT (20) WIDE UTILITY EASEMENT, BOTH BEING FROM A PART OF A TRACT OF LAND MORE SPECIFICALLY DESCRIBED IN DEED BOOK 1044, AT PAGE 119 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI. SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A ten (10) foot wide Utility Easement laying wholly South of and adjacent to the Northern Boundary Line of said deed recorded in Deed Book 1044, at Page 119, said line being the same as the Southern Right of Way Line of Hopper Road, and being the same line with the following courses from said deed: A non-tangent curve concave to the Northeast, having a central angle of  $02^{\circ} 47' 55''$  and a radius of 1430.00 feet, from which point a radial line bears  $N 02^{\circ} 47' 55'' E$ ; Thence along said curve in an Easterly direction 69.85 feet; Thence  $S 90^{\circ} 00' 00'' E$ , 247.17 feet. Said 10 foot wide easement sides to be prolonged or shortened to match the Western and Eastern Boundary Lines of said tract of land described in Deed Book 1044, at Page 119. Said Easement contains 3,099 square feet more or less.

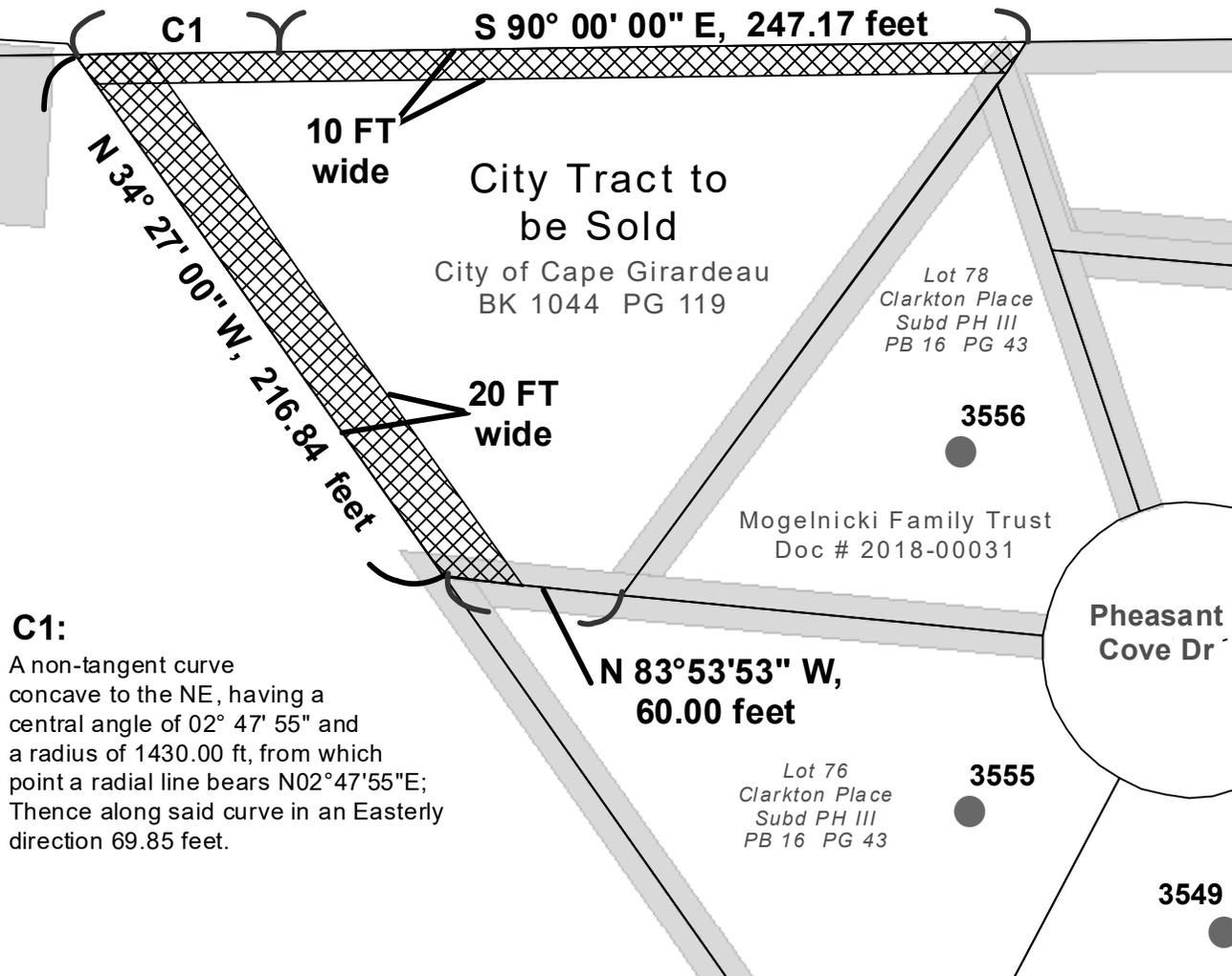
Also, a twenty (20) foot wide Utility Easement laying wholly East of and adjacent to the Western Boundary Line of said deed recorded in Deed Book 1044, at Page 119 and being the same line with a bearing and distance of  $N 34^{\circ} 27' 00'' W$ , 216.84 feet which runs between the Northwest Corner of Lot 76 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 and the Southern Right of Way Line of Hopper Road as now existing. Said 20 foot wide easement sides to be prolonged or shortened to match the Southern Right of Way Line of Hopper Road and the Northern Lot Line of said Lot 76. Said Easement contains 4,374 square feet more or less.



**CITY of CAPE GIRARDEAU**

# Grant of Utility Easements during Sale of City Owned Property

## Hopper Rd

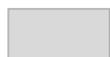


**C1:**

A non-tangent curve concave to the NE, having a central angle of 02° 47' 55" and a radius of 1430.00 ft, from which point a radial line bears N02°47'55"E; Thence along said curve in an Easterly direction 69.85 feet.



New Utility Easement



Existing Easements



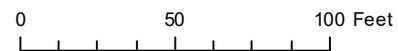
Cape City Addresses



Parcel



**LEGEND**



1:742

Date: 2/28/2025

Created by: Development Services  
Teresa Hefner, Alliance Water Resources

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

**CITY of CAPE GIRARDEAU**

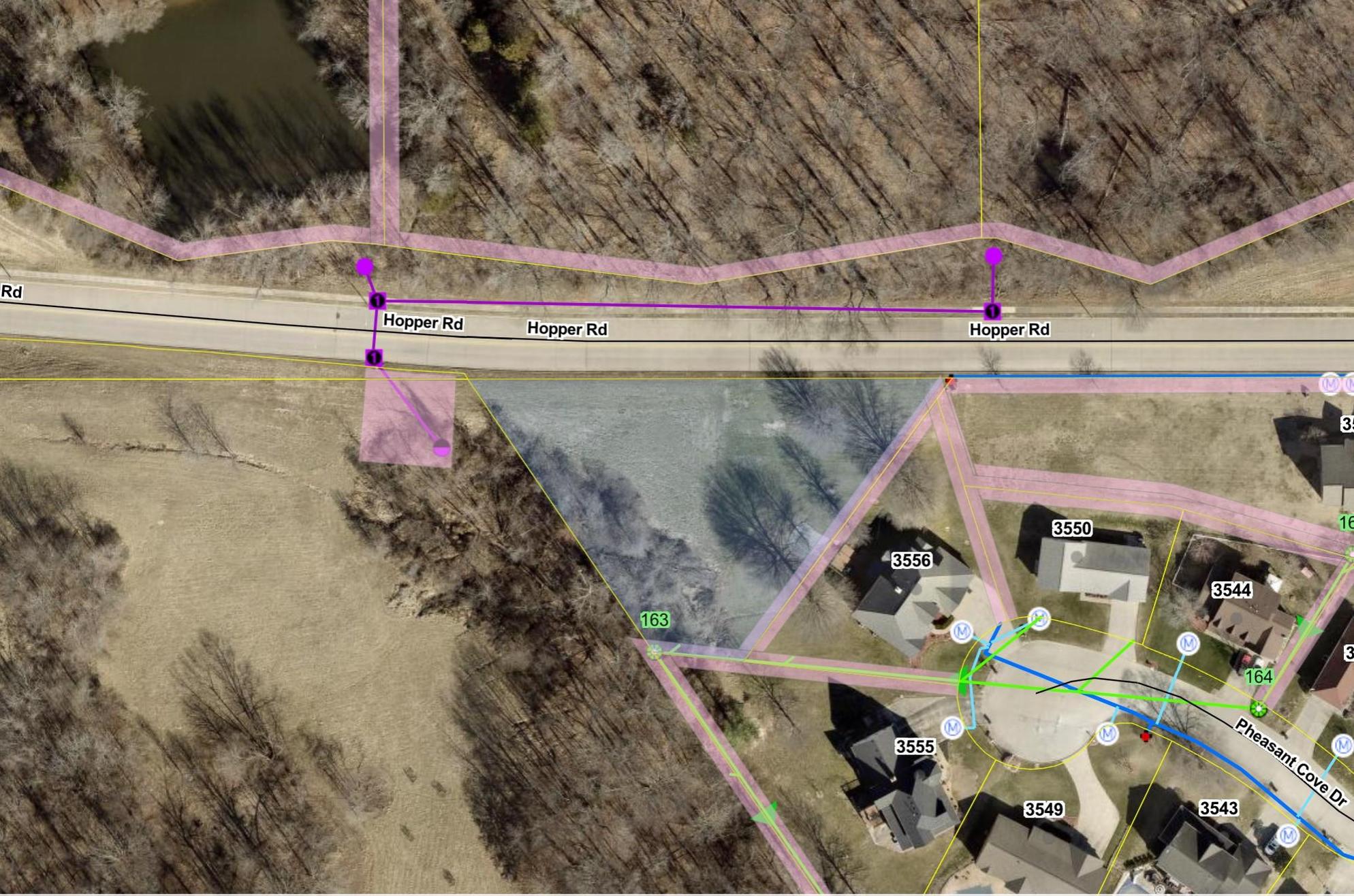
Layers provided by the City of Cape Girardeau are to be used for visual aid only and are not guaranteed to be accurate. These layers are not to be used for any engineering or design purpose.

**Legal Description for the 2 Utility Easements to be Granted by new property owners: Mogelnicki Family Trust**

ONE (1) TEN (10) FOOT WIDE AND ONE (1) TWENTY FOOT (20) WIDE UTILITY EASEMENT, BOTH BEING FROM A PART OF A TRACT OF LAND MORE SPECIFICALLY DESCRIBED IN DEED BOOK 1044, AT PAGE 119 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALSO BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI. SAID EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A ten (10) foot wide Utility Easement laying wholly South of and adjacent to the Northern Boundary Line of said deed recorded in Deed Book 1044, at Page 119, said line being the same as the Southern Right of Way Line of Hopper Road, and being the same line with the following courses from said deed: A non-tangent curve concave to the Northeast, having a central angle of  $02^{\circ} 47' 55''$  and a radius of 1430.00 feet, from which point a radial line bears  $N 02^{\circ} 47' 55'' E$ ; Thence along said curve in an Easterly direction 69.85 feet; Thence  $S 90^{\circ} 00' 00'' E$ , 247.17 feet. Said 10 foot wide easement sides to be prolonged or shortened to match the Western and Eastern Boundary Lines of said tract of land described in Deed Book 1044, at Page 119. Said Easement contains 3,099 square feet more or less.

Also, a twenty (20) foot wide Utility Easement laying wholly East of and adjacent to the Western Boundary Line of said deed recorded in Deed Book 1044, at Page 119 and being the same line with a bearing and distance of  $N 34^{\circ} 27' 00'' W$ , 216.84 feet which runs between the Northwest Corner of Lot 76 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 and the Southern Right of Way Line of Hopper Road as now existing. Said 20 foot wide easement sides to be prolonged or shortened to match the Southern Right of Way Line of Hopper Road and the Northern Lot Line of said Lot 76. Said Easement contains 4,374 square feet more or less.



Rd

Hopper Rd

Hopper Rd

Hopper Rd

3556

3550

3544

3555

3549

3543

Pheasant Cove Dr

163

164

---

**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

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.

---

**EXECUTIVE SUMMARY**

The attached Ordinance vacates the City's interest in part of an existing 7 ½ ft wide Utility Easement along the westernmost property line of 3556 Pheasant Cove Drive. The easement was granted as part of the Clarkton Place Subdivision Phase III plat, recorded in PB 16, PG 43 in Cape Girardeau County, Missouri. 3556 Pheasant Cove Drive being Lot 78 of said subdivision.

A Public Hearing to consider the vacation was held on April 7, 2025.

---

**BACKGROUND/DISCUSSION**

The City of Cape Girardeau owns a piece of land along Hopper Rd acquired during the Hopper Road Phase 1 Extension project of 2008. The neighbor bordering the property inquired with the City about purchasing the land. Notice was given in the Southeast Missourian, 1 bid was submitted and accepted. The neighboring property at 3556 Pheasant Cove Drive was the winning bid. After the sell takes place, there would be an erroneous, unnecessary easement along the old property line cutting right through the middle of the back yard of the new, combined lots for 3556 Pheasant Cove Drive.

The easement has no existing infrastructure in it. Notification of the potential vacation was sent to external Utility Companies on Feb. 11, 2025. All companies responded to the affirmative that they did not have infrastructure in this easement and they did not need the easement to exist for the future.

The part of the easement being vacated is shorten so as not to vacate the necessary easement areas running along both sides of the properties side lot lines.

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017, owners of 3556 Pheasant Cove Dr., will be donating 2 new Utility Easements to the City of Cape Girardeau as a conditional action item for the agreement of sale of the City Owned Property

along the western and northern sides of the property being sold. These new easements would take care of the needs of the City for access to construct, maintain, and/or repair sewer and water infrastructure in the area.

## FINANCIAL IMPACT

---

The Property owner at 3556 Pheasant Cove Drive will pay the recording fees for the vacation ordinance.

## STAFF RECOMMENDATION

---

Staff recommends approval of the attached Ordinance vacating the City's interest in a part of a 7 ½ ft wide Utility Easement along the rear property line, being Lot 78 of Clarkton Place Subdivision Phase 3, at 3556 Pheasant Cover Drive in the City of Cape Girardeau, Missouri.

## PUBLIC OUTREACH

---

An advertisement for a Notice of Public Hearing appeared in the Southeast Missourian on March 20, 2025, and a Public Hearing was held on April 7, 2025 to consider the vacation.

### ATTACHMENTS:

Name:	Description:
<a href="#">25-51_VACATE_Easements_Mogelnicki_Pheasant_Cove-Hopper.doc</a>	Ordinance
<a href="#">Good_EXHIBIT_ESMT_Vacation_3556_Pheasant_Cove_Dr.pdf</a>	Exhibit
<a href="#">Publisher_s_Affidavit_and_INVOICE_Ad_for_PH_Vacation_Hopper_Rd_ESMT.pdf</a>	Affidavit to Publish
<a href="#">Good_Legal_Description_for_Esmt_Vacation_3556_Pheasant_Cove.docx</a>	Legal Description
<a href="#">april_7.jpg</a>	Map of area

BILL NO. 25-51

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE VACATING THE CITY'S INTEREST IN PART OF A SANITARY SEWER, UTILITY AND DRAINAGE EASEMENT ALONG THE REAR OF 3556 PHEASANT COVE DRIVE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

---

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

WHEREAS, a public hearing was held on April 7, 2025, at which time all interested parties were afforded the opportunity to speak in favor of or in opposition to the proposed vacation of said easement; and

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

WHEREAS, the City Council has determined that the easement in question is not necessary or needed for the purpose for which it was dedicated and established, and

WHEREAS, it is in the public interest that said easement be vacated.

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

ARTICLE 1. The City Council hereby finds that it is in the public interest that said easement be vacated.

ARTICLE 2. The City's interest in the following-described easement is hereby vacated:

Sanitary Sewer, Utility And Drainage Easement

All that part of a Sanitary Sewer, Utility and Drainage Easement as shown along the rear of Lot 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 in the City and County of Cape Girardeau, Missouri and being more particularly described as follows:

Part of a seven and one half (7.5) foot wide easement platted along the rear lot line of said Lot 78. Said rear lot line having a bearing and distance of N 36° 16' 34" E, 215.20 feet of said Clarkton Place Subdivision Phase 3. The length of the vacated easement along the rear lot line to be shortened or terminated at the edge of the existing 7.5 foot wide easement area along and adjacent to both side lot lines of said Lot 78. Said easement vacation area being approximately 1,443 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:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



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

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

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

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**CITY of CAPE GIRARDEAU**

# Vacation of Utility Easement: 3556 Pheasant Cove Dr:

Hopper Rd

City of Cape Girardeau  
BK 1044 PG 119  
**City Tract to  
be Sold**

**N 36° 16' 34" E, 215.20 feet**

**7 1/2 FT  
wide**

Lot 97  
Clarkton Place  
Subd PH 6  
PB 21 PG 48

Lot 78  
Clarkton Place  
Subd PH III  
PB 16 PG 43

**7 1/2 FT  
wide**

**3556**

**3550**

Lot 79  
Clarkton Place  
Subd PH III  
PB 16 PG 43

Mogelnicki Family Trust  
Doc # 2018-00031

**Pheasant  
Cove Dr**

**7 1/2 FT wide  
each side  
of Lot Line**

Lot 76  
Clarkton Place  
Subd PH III  
PB 16 PG 43

**3555**

-  Vacation Easement Area
-  Existing Easements to Remain
-  QCD Easement Area
-  Cape City Addresses
-  Lot Line/Parcel Line



**LEGEND**



Date: 2/28/2025

Created by: Development Services  
Teresa Helfner, 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.



**Publisher's Affidavit**

STATE OF MISSOURI} SS  
COUNTY OF CAPE GIRARDEAU}

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

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

3/20/2025

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

*Sherry Cole*

Subscribed and sworn to me this 20 Mar 2025

*Tonja Hemphill*  
Notary Public, State of Missouri

Qualified and commissioned for a term expiring

*October 12, 2025*

**Publication Fee: \$57.30**

Cape Girardeau, MO  
**Southeast Missourian**

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

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

Notice is hereby given that Cape Girardeau, Missouri City Council will hold a public hearing on Monday, April 7, 2025 at 5 p.m., in the City Hall Council Chambers, City Hall, 44 N. Lorimier St, Cape Girardeau, Missouri, to consider vacating part of the City's interest in:

A utility easement behind 3556 Pheasant Cove Drive in the City of Cape Girardeau, MO.

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

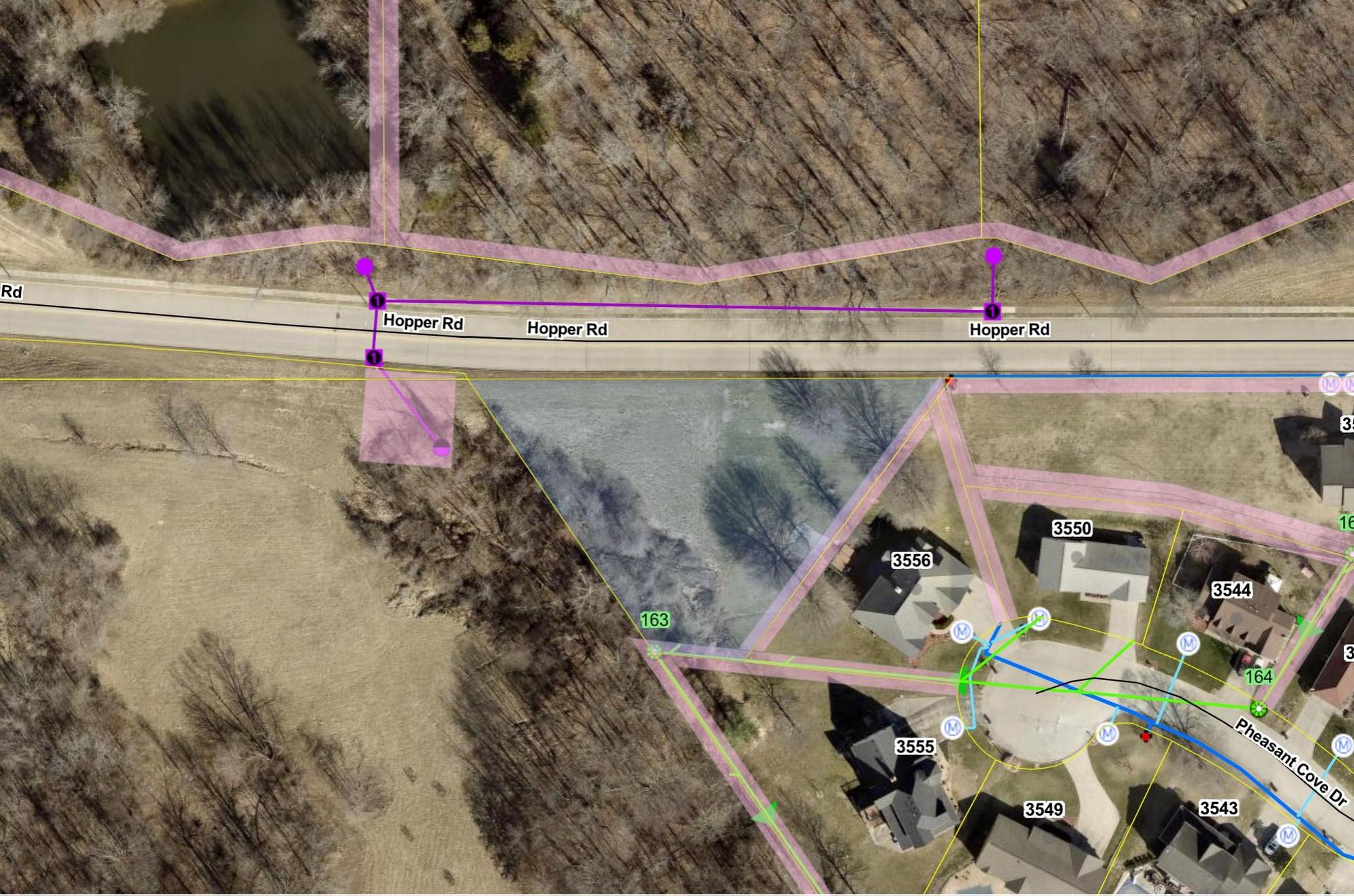
Gayle L. Conrad  
City Clerk  
City of Cape Girardeau

(March 20, 2025)

**Legal Description for an Easement Vacation  
at 3556 Pheasant Cove Dr.**

All that part of a Sanitary Sewer, Utility and Drainage Easement as shown along the rear of Lot 78 of Clarkton Place Subdivision Phase III as recorded in the land records of the County Recorder's Office in Plat Book No. 16 at Page 43 in the City and County of Cape Girardeau, Missouri and being more particularly described as follows:

Part of a seven and one half (7.5) foot wide easement platted along the rear lot line of said Lot 78. Said rear lot line having a bearing and distance of N 36° 16' 34" E, 215.20 feet of said Clarkton Place Subdivision Phase 3. The length of the vacated easement along the rear lot line to be shortened or terminated at the edge of the existing 7.5 foot wide easement area along and adjacent to both side lot lines of said Lot 78. Said easement vacation area being approximately 1,443 square feet more or less.



Rd

Hopper Rd

Hopper Rd

Hopper Rd

3556

3550

3544

3555

3549

3543

163

164

Pheasant Cove Dr

---

**Staff:** Jake Garrard, PE, City Engineer  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

An Ordinance authorizing the Mayor to execute a Quit Claim Deed to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for an easement behind the property at 3556 Pheasant Cove.

---

**EXECUTIVE SUMMARY**

The attached ordinance quit claims an easement along the rear property line at 3556 Pheasant Cove in the City of Cape Girardeau to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017.

---

**BACKGROUND/DISCUSSION**

The City of Cape Girardeau owns a piece of land along Hopper Rd acquired during the Hopper Road Phase 1 Extension project of 2008, being PIN: 15-913-00-01-056.00-0000.

The City of Cape Girardeau obtained an appraisal for the parcel, for fair market value.

There was an advertisement published in the Southeast Missourian newspaper on January 21, 2025 to advertise the sale of this parcel. Bids were accepted through February 21, 2025 with an invitation for the public to send bids for purchase of the parcel. Only one bid was received and by default awarded the right to purchase the parcel.

Upon completion of the purchase, Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating 2 Utility Easements to the City of Cape Girardeau for access to install, maintain, and/or repair utilities. Additionally, the City will be vacating interest in an existing easement at the current westernmost property line of 3556 Pheasant Cove Drive.

The easement has no existing infrastructure in it. Notification of the potential vacation was sent to external Utility Companies on Feb. 11, 2025. All companies responded to the affirmative that they did not have infrastructure in this easement and they did not need the easement to exist for the future.

The part of the easement being vacated is shortened so as not to vacate the necessary easement areas running along both sides of the properties side lot lines.

---

**FINANCIAL IMPACT**

The Property owner at 3556 Pheasant Cove Drive will pay the recording fees for the Quit Claim Deed ordinance.

## **SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS**

---

Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 will be donating and granting 2 Utility Easements over the property they are acquiring. 1 along the Hopper Rd right of way and 1 along the far western side of the property being acquired. There are not current plans for expansion of utilities in these 2 locations. They just set the property up for future needs for the extension of the sewer and water systems.

## **STAFF RECOMMENDATION**

---

Staff recommends approval of the ordinance authorizing the Mayor to execute a Quit Claim Deed to Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017 for an easement located behind 3556 Pheasant Cove in the City of Cape Girardeau, Missouri.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">25-52_Execute_OCD_TO_Mogelnicki.doc</a>	Ordinance
<a href="#">OCD - City to Mogenicki Trust ESMT 3556 Pheasant Cove Dr.doc</a>	Quit Claim Deed
<a href="#">Good_EXHIBIT_ESMT_OCD_HopperRdCityParcel.pdf</a>	Exhibit

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

---

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

ARTICLE 1. The Mayor, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Quit Claim Deed to the Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017, for the release of a Sewer, Utility and Storm Drainage Easement for property located at 3556 Pheasant Cove Drive, more particularly described as follows:

Sewer, Utility and Storm Drainage Easement

All that part of a Sewer, Utility and Storm Drainage Easement deeded to the City of Cape Girardeau, Missouri from Bobby G. and Jane K. Clark and recorded in Book 611, at Page 923 in the Cape Girardeau County Land Records in the City and County of Cape Girardeau, Missouri and being more particularly described as follows:

Part of a seven and one half (7.5) foot wide easement platted along, adjacent, and external to the perimeter rear lot line of Lot 78 as shown on Clarkton Place Subdivision Phase III, a subdivision recorded in the land records of the Cape Girardeau County Recorder's Office in Plat Book No. 16 at Page 4. Said rear lot line of subdivision having a bearing and distance of N 36° 16' 34" E, 215.20 feet. The length of the 7.5 foot wide easement area being released along, adjacent and external to the rear lot line of said Lot 78, at both ends, is to terminate at and be offset by seven and one half (7.5) feet from a prolongation line of the side lot lines of said Lot 78. Said side easement termination edge is therefore running congruent with the prolongation of the existing, internal Sanitary Sewer, Utility and Drainage Easement of Lot 78 along the side lot lines as granted on said Clarkton Place Subdivision Phase III. Said Easement

area being deeded is approximately 1,516.40 square feet, more or less.

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

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the **CITY OF CAPE GIRARDEAU, MISSOURI**, a Municipal Corporation of the State of Missouri, (the “Grantor”), and **Thomas Joseph Mogelnicki and Karen Sue Mogelnicki, as co-Trustees of the Mogelnicki Family Revocable Trust dated December 27, 2017** (the “Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents, Remise, Release and forever Quit Claim, unto the Grantee, the following described Lots, Tracts or Parcels of land, lying and being situate in the City and County of Cape Girardeau and State of Missouri, to-wit:

All that part of a Sewer, Utility and Storm Drainage Easement deeded to the City of Cape Girardeau, Missouri from Bobby G. and Jane K. Clark and recorded in Book 611, at Page 923 in the Cape Girardeau County Land Records in the City and County of Cape Girardeau, Missouri and being more particularly described as follows:

Part of a seven and one half (7.5) foot wide easement platted along, adjacent, and external to the perimeter rear lot line of Lot 78 as shown on Clarkton Place Subdivision Phase III, a subdivision recorded in the land records of the Cape Girardeau County Recorder's Office in Plat Book No. 16 at Page 4. Said rear lot line of subdivision having a bearing and distance of N 36° 16' 34" E, 215.20 feet. The length of the 7.5 foot wide easement area being released along, adjacent and external to the rear lot line of said Lot 78, at both ends, is to terminate at and be offset by seven and one half (7.5) feet from a prolongation line of the side lot lines of said Lot 78. Said side easement termination edge is therefore running congruent with the prolongation of the existing, internal Sanitary Sewer, Utility and Drainage Easement of Lot 78 along the side lot lines as granted on said Clarkton Place Subdivision Phase III. Said Easement area being deeded is approximately 1,516.40 square feet, more or less.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the Grantee, and its successors and assigns, FOREVER, so that neither the Grantor, nor its successors and assigns, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

*(Signatures on following page)*

IN WITNESS WHEREOF, the Grantor has executed this Quit Claim Deed on the above date.

CITY OF CAPE GIRARDEAU, MISSOURI

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Stacy Kinder, Mayor of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged that he executed the same as the free act and deed of said City.

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

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:



Hopper Rd

City of Cape Girardeau  
BK 1044 PG 119

City Tract to  
be Sold

Lot 97  
Clarkton Place  
Subd PH 6  
PB 21 PG 48

Lot 78  
Clarkton Place  
Subd PH III  
PB 16 PG 43

**3550**

Lot 79  
Clarkton Place  
Subd PH III  
PB 16 PG 43

Mogelnicki Family Trust  
Doc # 2018-00031

Pheasant  
Cove Dr

Lot 76  
Clarkton Place  
Subd PH III  
PB 16 PG 43

**3555**



QCD Easement Area



Existing Easements to Remain



Vacation Easement Area



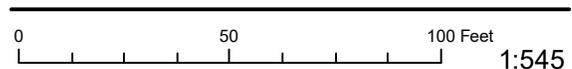
Cape City Addresses



Lot Line/Parcel Line



**LEGEND**



Date: 2/28/2025

Created by: Development Services  
Teresa Helfner, Alliance Water Resources

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

**CITY of CAPE GIRARDEAU**

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

---

**Staff:** Lisa Mills, Finance Director  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

---

**SUBJECT**

The City of Cape Girardeau City Council considers calling an election and placing on the ballot at the August 5, 2025, General Election a proposal to amend the City Charter such that the annual limitation of fee increases for water, sewer or solid waste does not exceed 15%.

---

**EXECUTIVE SUMMARY**

Currently, in accordance with Section 6.13 Fee Limitations of the City Charter, the City shall not increase water, sewer, or solid waste fees by more than 5% in any given fiscal year.

The ballot measure is necessary because the 5% limitation results in revenues from fees that are not sufficient to support, operate and maintain our water system. In addition, revenues are not sufficient to pay for capital improvement costs required to continue providing the quality and quantity of water our citizens and visitors to the City of Cape Girardeau require.

A yes vote increasing the Fee Limitation of the City Charter would allow the City to establish water, sewer, or solid waste fees by ordinance that are needed, on a fiscal basis, to adequately fund and provide these services to the citizens of Cape.

---

**BACKGROUND/DISCUSSION**

In November of 2024, the City had a ballot proposal to increase water fees more than the Charter limitation of 5%, and at the same time proposed an ordinance to increase the Water Rates for the City of Cape Girardeau. That ballot measure did not pass.

With the current proposed Charter amendment, the City will be able to modify water rates annually by ordinance such that the water system can be operated, maintained, and the investment in capital improvements needed to insure future reliability of the system can be incurred. The proposed new Charter limitation would, however, place an annual limitation of not more than an increase of 15% in water fees.

The water study commissioned by the City (attached) reported that our current rates were modest and below the affordability index. The study also reports that without rate increases larger than 5%, attempting to make needed improvements will completely deplete reserves and result in negative reserves by 2027.

The necessary improvements to our water system infrastructure can be funded by modest water rate increases. Current water rates are below the national, state, and regional averages. In addition, regionally and nationally water rates have been increasing.

Without modification to the Charter limitation, the City will not be able to establish reasonable water rates that will fund our ongoing expenses and capital improvement needs.

## FINANCIAL IMPACT

---

The City operates the water system as an Enterprise Fund. This type of fund is required to cover the cost of providing services, including capital costs, with fees and charges. Pricing policies of the water fund should be established at rates that support operating, maintaining and improving the water system. The City of Cape Girardeau, at the current water rates and with the current 5% annual limitation increase, cannot sustain operations and maintenance and also fund planned capital improvements.

Water Treatment Plan Improvements and distribution system improvements totaling \$56.5M have been identified and are projected to occur during the next 10 years. In addition, the next phase of potential improvements have been identified and are projected to total \$63.5M.

## STAFF RECOMMENDATION

---

The team of staff members that have studied the matrix of issues and available solutions for the City, recommends moving forward with the improvements to the City water system, and funding those improvements by amending the City Charter limitation to 15% resulting in the ability to establish annual water rates by ordinance while keeping the water rates in the City reasonable for the customers. This adjustment is critical to protect the reliability of our water system and ensure that we can continue meeting the City's needs.

### **ATTACHMENTS:**

Name:	Description:
<a href="#">25-53_Charter.Fees.Amend.Election.Ord.docx</a>	Ordinance
<a href="#">Timeline_Water_System_Projects.docx</a>	Timeline Water System Projects
<a href="#">Water_Usage_History_(MGD).docx</a>	Water Usage History
<a href="#">Cape_Girardeau_MO_Rate_Analysis_Report_2024-7_6-28-2024.pdf</a>	Water Rate Study
<a href="#">Recent_Utility_Water_Rate_Increases_in_Missouri.docx</a>	Recent Water Rate Increases in Missouri

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

---

WHEREAS, the City of Cape Girardeau, Missouri (the "City") is a municipal corporation and Charter City located in Cape Girardeau County, Missouri, being duly created, organized and existing under the laws of the State of Missouri; and

WHEREAS, Article VI, Section 6.13 of the City Charter provides that the City "shall not increase water, sewer or solid waste collection fees by more than five (5) percent, in any given fiscal year" with exceptions including for issuance of bonds or in the event of emergencies; and

WHEREAS, past increases of the City's water, sewer and solid waste collection fees have failed to keep pace with increasing costs, such that the City Council has determined continuing with a fee increase limitation of five percent per year will necessitate unacceptable reductions in the levels of water, sewer, and solid waste collection services the City provides to its residents; and

WHEREAS, Article XI, Section 11.06 of the Charter authorizes the City Council to propose amendments to the Charter and sets forth the process required for consideration of such amendments; and

WHEREAS, before any Charter amendment shall become effective, it must be approved by a majority of the qualified electors voting at an election to be held not less than sixty days after the passage of this Ordinance; and

WHEREAS, the City Council has determined it is necessary for ensuring continuation of adequate levels of water, sewer, and solid waste collection services to seek voter approval to change the five percent per year limitation in Article VI, Section 6.13 of the City Charter to fifteen percent per year; and

WHEREAS, the City Council calls for this item to be placed on the ballot at the August 5, 2025 Election for a vote of the qualified voters of the City.

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

ARTICLE 1. Pursuant to Article XI, Section 11.06 of the Charter, the City Council hereby proposes an amendment to the Charter to delete the phrase "five (5) percent," in Article VI, Section 6.13 of the Charter and replace it with the phrase "fifteen (15) percent," and further hereby orders an election to be held in the City of Cape Girardeau, Missouri, for the purpose of submitting such amendment to the qualified electors of the City.

ARTICLE 2. The following question is hereby submitted to the qualified voters of the City, to be voted on at the Election hereby called and to be held in the City on Tuesday, August 5, 2025. The ballot question shall contain substantially the following language:

**Article VI, Section 6.13 of the Charter of the City of Cape Girardeau generally prohibits the City from increasing water, sewer or solid waste collection fees by more than five (5) percent per fiscal year. Shall this general limitation be amended from five (5) percent to fifteen (15) percent, for the purpose of funding improvements and maintenance needed to deliver these services?**

Yes  No

If the above question in this article shall be approved by a majority of the qualified voters thereon, the amendment shall become a part of the Charter effective upon certification of such election result.

ARTICLE 3. The City Clerk is hereby authorized and directed to notify the Cape Girardeau County Clerk (the "Election Authority") of the adoption of this ordinance no later than 5:00 P.M. on the tenth Tuesday prior to the election or such other date as required by the Election Authority or by law, and to include in said notification all the terms and provisions required by Chapter 115 RSMo., and to take such other steps as may be required so that an election may be lawfully conducted. The form of the Notice of

Election for said election, a copy of which is attached hereto as Exhibit A and incorporated as if fully set out herein, is hereby approved. The Election Authority shall conduct such election according to law and certify the results thereof.

ARTICLE 4. Said election shall be held at such places in such wards and precincts as the Election Authority may direct, and shall follow the procedures prescribed by said Election Authority. The election shall be held in conformity with the Missouri Constitution and the laws of the State of Missouri, and in accordance with all applicable ordinances adopted by the City Council of the City.

ARTICLE 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE 6. This ordinance will be in full force and effect ten days after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Stacy Kinder, Mayor

ATTEST:

\_\_\_\_\_  
Traci Weissmueller, Deputy City Clerk



Exhibit A

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

Notice is hereby given to the qualified voters of the City of Cape Girardeau, Missouri that the City Council has called an election to be held in said City on Tuesday, August 5, 2025, commencing at 6:00 A.M. and closing at 7:00 P.M. on the question contained in the following sample ballot.

**OFFICIAL BALLOT  
GENERAL ELECTION  
CITY OF CAPE GIRARDEAU, MISSOURI  
AUGUST 5, 2025**

**Article VI, Section 6.13 of the Charter of the City of Cape Girardeau generally prohibits the City from increasing water, sewer or solid waste collection fees by more than five (5) percent per fiscal year. Shall this general limitation be amended from five (5) percent to fifteen (15) percent, for the purpose of funding improvements and maintenance needed to deliver these services?**

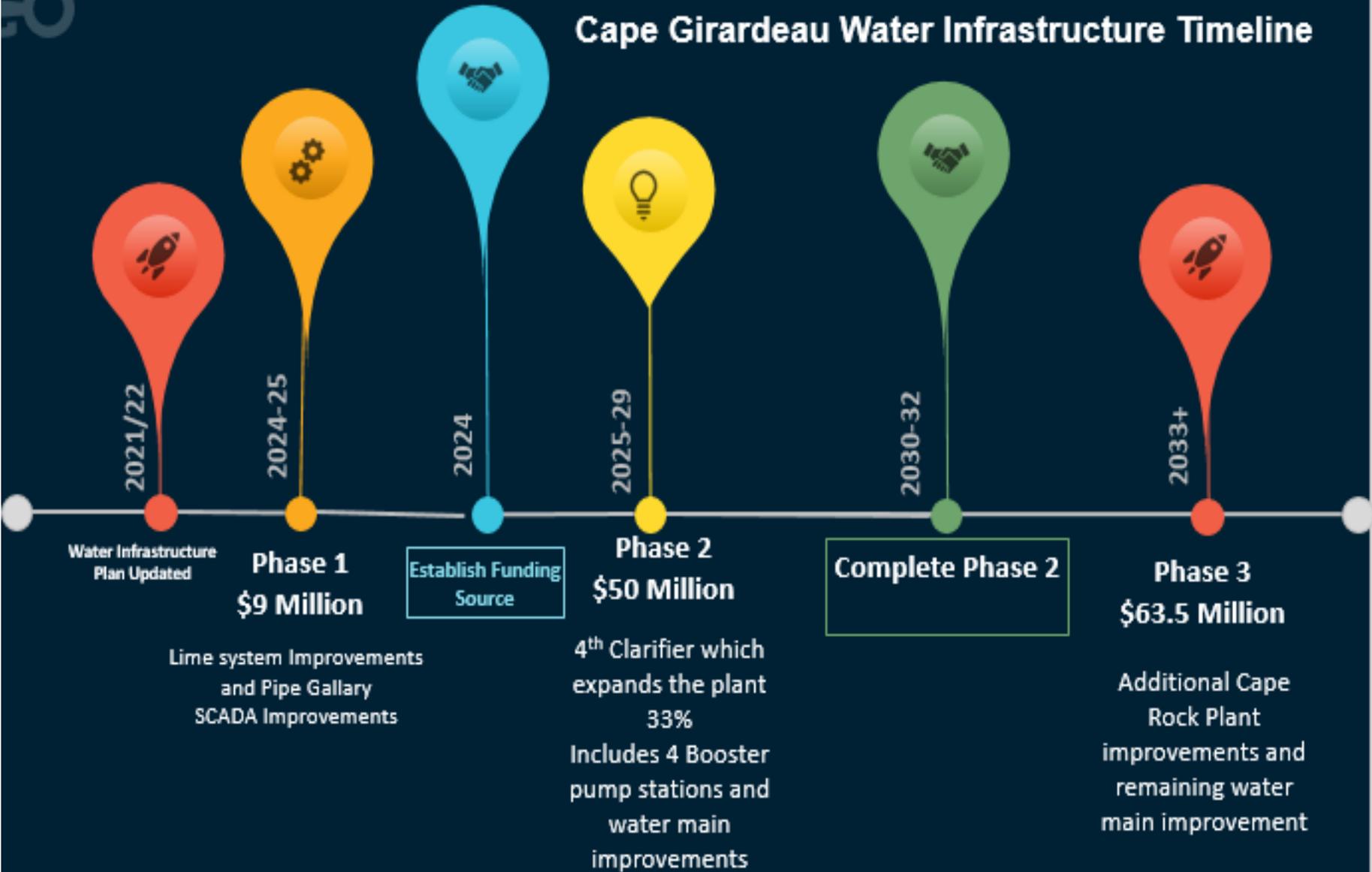
**Yes**

**No**

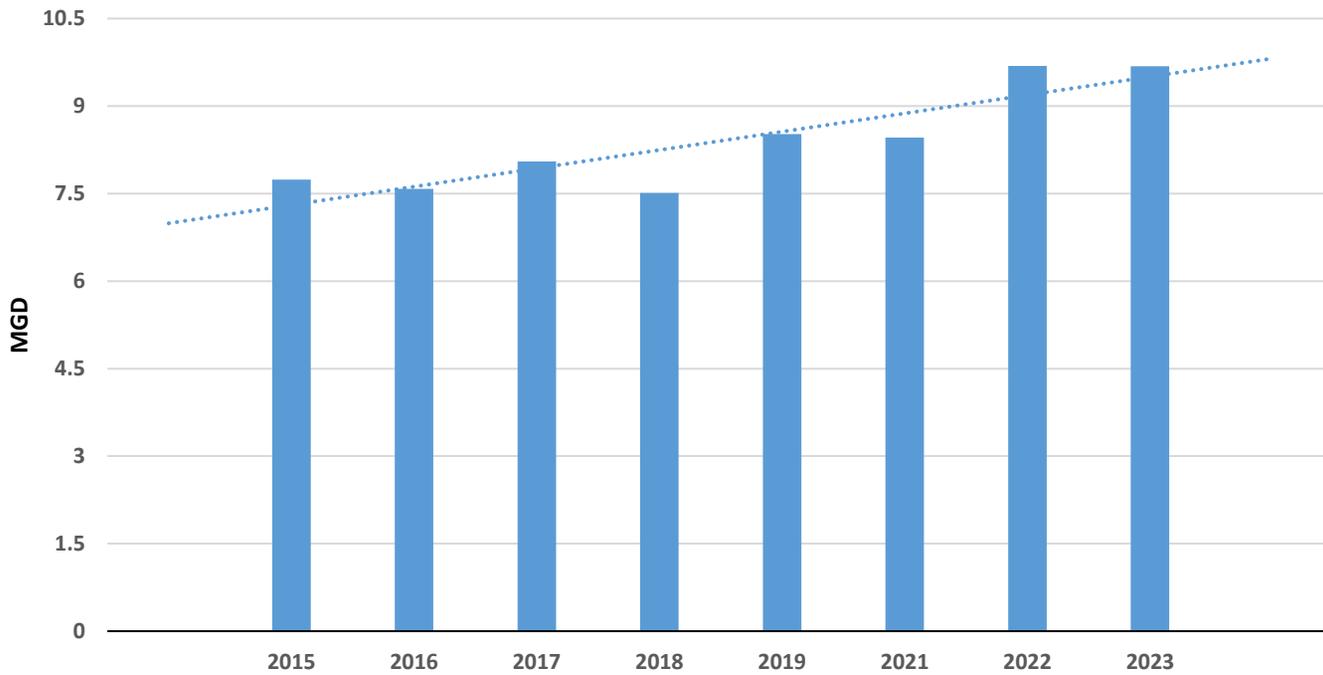
If you are in favor of the question, place an "X" in the box opposite "Yes".

If you are opposed to the question, place an "X" in the box opposite "No".

# Cape Girardeau Water Infrastructure Timeline



### City of Cape Girardeau Water Usage History (MGD) Million Gallons Daily



June 28, 2024

Ms. Stacy Kinder, Mayor  
City of Cape Girardeau  
44 North Lorimier  
Cape Girardeau, MO 63701

Subject: Water Rate Analysis Report

Dear Mayor Kinder:

Attached is the City's rate analysis report. Before I address the report, I want to speak to everyone who will read this.

Casey Brunke and Erica Bogenpohl were my primary contacts with the City early on. Later, Lisa Mills became my primary contact. I asked for many kinds of data and information, some of them quite complicated. My contacts were amazing – prompt, accurate, and just wonderful to deal with. But they had fantastic support, I am sure. Others helped me either directly or through them – Stanley Polivick, Kendra Boos, Mary Thompson, Gayle Conrad, and Trisha Holloway, that I know of. All of them made data gathering go so well and pleasantly, in fact. That does not happen often. I am sure you and the Council recognize the expertise and value of City staff. I hope citizens and ratepayers will also get a glimpse of just how well they are being served by these folks. Without them, and without their accurate assistance, my analysis work would not be possible.

Now, on to the report.

The report and the included rate models cover a lot of technical ground, and that is just the tip of the analysis iceberg. I am confident Ms. Mills can answer Council members' questions about the report, the modeling, the analysis process and other things. But should you need something from me, filter questions to me through Ms. Mills and I will answer them all. I can meet with the Council again, if you think that would be useful. But I doubt that is necessary. I am confident you have the tools needed to proceed to new, completely adequate and appropriate rates very soon.

Finally, I am sure you and Council members know of other cities and utilities that also need rate setting help. As you run into these folks at municipal league and other meetings and venues, I hope you will tell them about my services. I get much of my business from referrals by past clients. I hope to be able to trace several future clients back to my work with Cape, as well.

Best regards,  
GettingGreatRates.com



Carl E. Brown  
President

Enclosure



# Water Rate Analysis Report

## Cape Girardeau, Missouri

Prepared June 28, 2024

Carl Brown, President  
GettingGreatRates.com, LLC

## Contents

Index of Model Tables and Charts.....	3
<i>Executive Summary</i> .....	4
The Models' Names and Descriptions.....	4
Table A: Model Comparisons .....	4
Special Notes.....	5
What is Presented in This Report, What is Not, and Why.....	5
Your Current Rates Are Modest.....	5
City Charter Restricts Rate Increases and Rate Restructuring.....	5
System Development Fees for New Connections, and Surcharges .....	6
Introduction .....	7
About the Partial Restructure Model, Generally.....	8
Partial Restructure Model Discussion .....	10
Meter Size-based Rates.....	10
Declining Unit Charge.....	10
Expected Incomes.....	10
Expected Operating Costs.....	10
Capital Improvements and Expected Balances.....	10
Repair and Replacement Scheduling .....	11
Target Reserve Levels.....	11
What if Expenses in the Model Miss the Mark Someday?.....	11
Rate Affordability.....	12
How to Implement the Partial Restructure Model Rates .....	14
Table B: Rates From the Partial Restructure Model.....	14
Closing.....	15
Conclusion .....	16
Appendix A: Rate Analysis Methodology and Related Issues .....	17
The Governing Body's Job is Broad and Critical .....	17
Rate Setting Resources Beyond This Report .....	18
Recommendations for Policy and General Issues.....	18
Cost-based Rate Calculations .....	20
Principles .....	29

## Index of Model Tables and Charts

<b>Table</b>	<b>Description</b>	<b>Partial Restructure Model</b>
	Cover Page	31
1	Current Rates	37
2	Volume Usage	40
3	Incomes	46
4	Costs	47
5	CIP	49
6	Replacement-Detailed	N.A.
7	Replacement Annuity	N.A.
8	Cost Classification	51
9	Marginal Cost Classification	53
10	Rate Calculation	55
11	AWWA Meter Study	N.A.
12	Capacity Costs	N.A.
13	Capacity Fees	N.A.
14	Capacity Fee Revenues	N.A.
15	Minimum Charge Calculation	N.A.
16	Minimum Charge Revenues	N.A.
17	Financial Indicators	61
18	Bill Comparisons	63
<b>Chart</b>		
1	Operating Ratio	70
2	Coverage Ratio	70
3	Residential Users' Bill	71
4	Affordability	71
5	Working Capital vs. Goal	72
6	Cash Value Before Inflation	72
7	Cash Value After Inflation	73
8	Total Reserves	73

## Executive Summary

*This analysis calculated water rates for the City of Cape Girardeau in many different structures that produce different revenue. This report presents one of those scenarios and references two others. The included scenario, the partial restructure scenario, would pay all system improvement costs and accomplish some rate restructuring. Not included but often referenced is the 5% across-the-board increase scenario. This one adheres to the current structure and stays within the City Charter rate increase limitation. But that set of rates would not produce enough revenue to fund all planned system improvements. A third scenario, also not included, is the full restructure scenario. That one is like the partial restructure scenario except it depicts fully restructured rates. That much restructuring was deemed by City Management to be too aggressive at this time. None of the scenarios would have the City borrow for improvements because the City does not have available borrowing capacity for those improvements.*

## The Models' Names and Descriptions

The included model is called, "Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure." Later this model will just be called "the Model." Other than the degree of restructuring, this model is the same as the Full Restructure Model.

Only referenced is the "Cape Girardeau, MO, Water Rates Model 2024-13, Full Restructure" model. As the name describes, this one includes a robust restructuring to incorporate a full slate of cost-to-serve rate features. Later this model will just be called the "Full Restructure Model."

Also referenced only is the "Cape Girardeau, MO, Water Rates Model 2024-15, 5% Across-the-board Increase" model. Later this model will just be called the "5% ATB Model." This model simply increases the current rates by five percent across-the-board and will not produce enough revenue to pay for all needed improvements.

Table A: Model Comparisons

Table A: Comparisons of the Included Models				
Model	Rate Adjustment Type	Total Reserves in 10th Year	Affordability Index in Year Starting 7/1/2024	Affordability Index in Year Starting 7/1/2025
Water Rates Model 2024-14, Partial Restructure	Cost-to-serve restructuring	\$10,169,911	0.76%	1.02%
Water Rates Model 2024-15, 5% Across-the-board Increase	Across-the-board Increase	<b>-\$24,078,996</b>	0.76%	0.78%

## Special Notes

### What is Presented in This Report, What is Not, and Why

Analysis models that considered all critical issues were prepared. I prepared more than a dozen major models and many other minor ones. Each model arrived at a set of rates and fees that paid all system costs, or only part of those costs in the case of rate increases limited by the City Charter. To present all the models and explain their differences would be quite confusing to report readers and decision makers. Thus, only one model with rates that are viewed as most doable is included. The partial rates restructuring model covers conditions, rates and fees, and many structures and considerations which I recommend as best practices. It does not include some of the more aggressive restructuring in the "Full Restructure" model because City management believes those features are not doable in your case at this time. And the "Five Percent Across-the-board Increase" model will not produce adequate revenue. Therefore, those two models are only briefly described in this narrative report but not included.

Why include the Partial Restructure rates model and only reference the other two models?

I believe it is important for the City Council to know what rates they should soon adopt and why – the near-term, doable rates.

I believe the Council should know what may be preferable for future rates and fees – long-term rates goals that you may or may not get to someday. Those are the Full Restructure rate model rates.

And I believe it is critical for the Council, citizens and ratepayers to know what simply will not work, given the needs of the utility. That is the current paradigm of rate increases limited to five percent across-the-board every year. You are moving into a period of system refurbishment and improvement that cannot be done with a five percent rate increase. Without larger rate increases, if you attempt to make the needed improvements, by 2027 the utility's reserves will be completely depleted and then go deeper and deeper into negative territory.

### Your Current Rates Are Modest

The test year rates were modest when considered against the primary affordability indicator, the "Affordability Index," or "AI." Nationally it is thought the average AI for water is 1.0 percent. That means, the "average" household using 5,000 gallons of water per month pays 1.0 percent of its income to pay the water bill.

In Cape Girardeau, for a five-eighth inch meter residential customer the test year AI was 0.71 percent. With the rates that fully fund system improvements and reserves, the AI would rise to 1.04 percent in fiscal year 2025.

### City Charter Restricts Rate Increases and Rate Restructuring

Note: I am not an attorney, so I cannot, and I will not interpret law. However, being a rate analyst, I can tell you what would happen to rates and system improvements if you interpreted the City Charter in certain ways.

Recently I was informed the City has a rate increase restriction in the City Charter that says rates may not be increased during any year by more than five percent. There are also a few “work around” caveats, too. This restriction is interesting, and it is a problem for a few reasons:

- First, analyzing rates since 2005, I have never run into that situation before. Perhaps such restrictions existed elsewhere and a few of my client utilities did not remember they have such a restriction, or they just did not abide by it. However, I doubt that is the case because there are people – regular citizens and ratepayers – who know of and remember when there are limitations on a utility’s powers, and they bring it up when it appears the utility is about to “break the rules.” I suspect your rates restriction is not common.
- Second, as described to me by the finance director, that restriction prevents increasing any customer’s bill by more than five percent per year. Thus, rates could not be restructured in any meaningful way to make them fairer, even if the overall revenue increase was less than five percent. Your rates need restructuring to make them fairer.
- That restriction does not consider the fact that rates have been increased during years in the past by less than five percent and at the same time, system improvement needs have been accumulating. That is the “perfect storm” of utilities you should not feel like you are facing this alone. It is common. Were rates increased five percent each year, they may have been adequate to cover system improvement needs as they were occurring. Thus, the utility is now in a hole where system improvement needs are great and user charge rates are far too low to cover them.
- The restriction does not take into account the fact the City has no available borrowing capacity for system improvements. Any improvements made must be funded with grants, if available, and system income and reserves.
- The restriction would leave over \$24 million of system improvements undone.

My recommendation is this. Revise the City Charter to remove this restriction entirely. Short of removing the increase restriction entirely, you could allow citizens vote to allow an exception, given the current situation.

## System Development Fees for New Connections, and Surcharges

For my client utilities that are growing at a reasonable or strong pace, and the City is growing rapidly, I recommend meter size-based system development fees. Many call these new connection fees. And I recommend setting those fees as high as competition with nearby cities and areas will allow. City staff advised me, unfortunately, that the City is already a new connections fee price leader in the area, so I assume you will continue with the current set of system development fees. City staff also advised that adjusting the minimum charge structure markedly at this time would also be problematic, so that restructuring is left out for now. That makes Tables 12 through 16 of the Model unnecessary, so they have been left out of the report.

## Introduction

The City is growing rapidly, which is good. Growth increases water usage, increasing costs, but increasing revenues, too. Growth also requires more complicated and simply bigger facilities to supply growing use, and greater capacity to serve. The modeling and report cover the rates-related parts of these issues, and others.

As for me, your rate analyst, I have analyzed rates as a consultant since 2005, completing 379 analyses since then. Before that, from 1991 to 2005, I did similar work, as well as grant and loan coordination work, for the Missouri Department of Natural Resources. My experience is deep. I calculated your rates with due diligence using the best methodologies and reasoning I can. I trust my expertise and the results I get. You should, too. You can adopt the rates recommended in this report and all should turn out well for you.

But it is reasonable for you to be curious about my methodologies and why and how I employ them. “Trust but verify” is a reasonable attitude for you to have because rate setting is one of your most critical and criticized tasks. You need to get it right. Just summarizing my methodologies requires a lot of discussion, therefore, I left that discussion out of the main part of the report. I placed those discussions in Appendix A, starting on page 17.

Appendix A summarizes my rate analysis methodologies, theories, and general issues.

If you have a basic working knowledge of rate setting, and if you consider the logic of what follows, you should be able to read on and learn what you need to know to set rates appropriately and confidently. If, however, you read something that you do not understand and you want to understand it, go to Appendix A. I likely covered the issue there. If I did not and if the issue is important to you, just call and I will talk you through it.

Now, to the specifics of your rates situation and my analysis and recommendations.

Currently, the water user charge rate structure can be summarized like this: Minimum charges rise with meter size and there is no usage allowance. Those are good pricing practices.

Unit charges are in two tiers – the unit charge for the first tier of volume (lower volumes) is higher than for higher volumes in the second tier. Those are called “declining” rates. That structure merits more discussion, which appears in the “Meter Size-based Rates” subsection that soon follows.

This report is the culmination of a process where I submitted information and data requests to my primary City contacts. Initially they were Casey Brunke, Public Works Director; and Erica Bogenpohl of Alliance Water, the contract operations firm for the

The rate analysis modeling covered 12 years, as follows:

- The “test year” is the one-year period from which data was used as the starting place for the analysis. We almost always use the last completed fiscal year as the test year. That is what we did in your case, too.
- The modeling was started and completed during the next year. In the model tables, this is called, “0 Year.”
- For the next ten years, the modeling used budget figures, capital improvement cost estimates, etc. when available. Those normally cover one or two future years. For the remainder of the ten projection years, we increased incomes, costs, etc. by expected inflationary factors.

City's water system. Most recently, it has been Lisa Mills, the City's Finance Director. Others behind the scenes assisted but I coordinated all communications through these primary contacts.

Rate analysis takes a large amount of data, and it is common to "home in" on the optimal set of conditions and rates as the analysis reveals them. As I received information and data, I modeled the utility's finances and rates and submitted drafts for review and feedback. My contacts reviewed those drafts to assure accuracy, and when needed, they corrected data.

I prepared and submitted a draft final report. Again, contact reviewed and gave me feedback. This is, hopefully, the final report.

The report is in two parts. The first part is this narrative report that tells readers what could be done to the utility's rates and why and interprets much of the mathematical modeling. The second is a printout of the modeling.

Finally, I note that the current rate structure has the unit charge declining as use goes higher. I do not see that structure much these days and only rarely do I recommend it. I do not recommend it in your case, either.

As you read this report, please keep this in mind. The report does not *direct* the City to do anything. Actions you take or do not take are strictly up to you. The report is meant to inform and educate so you can make well-informed decisions about actions to take. And the report and models are not legal recommendations. For legal issues consult your attorney.

## About the Partial Restructure Model, Generally

The Model was built to match the system's financial statements and other data as much as possible. Because incomes and expenses in standard financial statements, and other data, are seldom grouped in such a way as to enable the required rate calculation methodology, the Model does not always match financial statements.

For modeling purposes, it does not matter whether funds are held in the general system account, a debt service sinking fund, repair and replacement account, etc. Therefore, the Model accounts for funds in a more simplified way than most utilities do it. When it comes to segregating funds, staff knows best how to do that, so the Model does little in this regard and leaves the segregating up to staff.

### Ratepayers ask, "Why should I pay more?"

Nearly every ratepayer served by every one of my client systems wants to keep their current (lower) rates. No one wants to pay more for their water than someone "down the road." That is human nature. We are wired that way, and that is not a bad thing.

Nearly all my client systems have system improvements they need to make. They cannot fund them out of current revenues. That is why they have a backlog of improvement needs. Quite simply, rates need to go higher, so improvements can be done. While your rates may go higher than those in other systems nearby, that is likely a temporary situation. Those other systems have a backlog of improvement needs. Once they start to attack that problem, their rates will go up, too.

Saying this will not make anyone feel good about higher rates. But this situation is going on nearly everywhere. Maybe not on the same schedule as you, but their day is coming, too.

A special note about Chart 2, page 70. The blue line drops to zero in the last year. That looks alarming, but debt will cease that year. When there is no debt, there is no coverage ratio.

Several line graph charts in the Model graphically depict some things which would be difficult to pick out of the tables. In all the charts, the **blue line** represents what would happen under the **modeled** rates and the **red line** under the **current** rates. Financial trends for the red lines are (generally) bad. Those for the blue lines are (generally) good. Review the definitions section of the Model to learn the meaning of terms used in the charts.

I will say it simply, like this. Chart 8 depicts reserve levels under the existing rates (red line) and the modeled rates (blue line). When the blue line goes up, that is a good thing for the utility. When the red line goes down, that is a bad thing, at least, if you were to decide to keep your current rates for very long.

In contrast to Chart 8, Charts 3 and 4 in the Model depict user rates. When the Chart 3 and 4 blue lines go up, meaning rates are going up, customers do not like that. But the utility will be better funded as a result and that benefits ratepayers because it makes their utility more resilient and able to make improvements that will serve them better. Utility effectiveness is the first priority. Efficiency (low cost, as customers view it) is the second priority. Customers want efficiency but they must have effectiveness.

One thing you will notice in viewing Chart 5 is this. Only the red line (current rates) and the black line (goal amounts) show up. That means the blue line, the proposed rates line, is taking the same path as the line depicting the goal or the current rates. That is because, in the Model, I programmed all funds that exceed what is needed to meet the working capital goal to “spill over” into the CIP and Debt Service fund reserve. Thus, both the recommended and current rates satisfied the goal for a couple of years, but the current rates are now falling short, and that trend will continue without rate increases.

Chart 8 spells the difference between the two sets of rates. The modeled rates will generate more revenue over time and, thus, produce stronger total reserves.

As you set and later reset rates, I suggest you follow the guidance I give in my book, “How to Get Great Rates.” This book is one of the rate setting resources I mentioned earlier.

**Where do the current rates trend lines come from?**

Comparison of the chart trend lines between the current rates (red) and the modeled rates (blue) are useful to planning and action.

My modeling template models incomes, expenses, capital improvement plans and much more, resulting in a set of system development fees and user charge rates that will pay all costs well into the future.

In the background the template also runs a second analysis that assumes the above things but assumes the current rate and fee structures will continue for the next ten years and apply to customers as the customer base grows.

Thus, the results of that “background” analysis can be compared to the “foreground” analysis. That enables an “apples to apples” comparison of what likely will happen under the current rates versus what likely will happen under the modeled rates. Often, the best course of action is then very easy to see.

The remainder of this report directly addresses the analysis findings and my recommendations.

## Partial Restructure Model Discussion

### Meter Size-based Rates

You currently assess meter size-based minimum charges and new connection fees. You should continue that practice, but adjust some of the rates, so they will be cost-based. Tables 11 through 16 of the Model cover calculation of these fees. These tables are not included because management considers changing minimum charges and system development fees at this time too much change to manage.

### Declining Unit Charge

The declining unit charge would be eliminated for residential customers but retained for commercial customers.

### Expected Incomes

Table 3, page 46, shows the various past incomes and future incomes to expect, as well as several other things related to revenues. Near the top of the table, the growth rate in new connections, which goes hand in hand with system development fees, was 207 during the test year. It varied some over the next two years and I assumed it will stabilize at about the level it appears new connections are headed for this year, about 135 per year. Management intends to hold system development fees (tap fees) steady and set minimum charges in proportion to the current minimum charges. Since Tables 11 through 16 calculate both those types of fees and rates, and are not needed in your situation, they have been left out of the modeling.

### Expected Operating Costs

Table 4, page 47, shows expected operating costs. I expect most operating costs will inflate by four percent per year. However, chemicals to treat water, electricity to pump water and similar costs that are flow-related or billing-related will also increase by the rate of growth in new connections and use. Those items are highlighted green.

To make calculation of a few financial indicators accurate and simple, I do not include as "operating costs" those costs associated with building and financing capital improvements. Those costs are covered in Table 5.

### Capital Improvements and Expected Balances

Capital improvement costs are going to rise dramatically and be a major driver of higher rates, regardless of the rate structure you choose. Table 5, page 49, shows capital improvement needs, costs, and revenue sources to pay those costs. Though rates in the Model will be higher to pay these costs, rates will still be affordable after adjustment. More will be said about that in the Rate Affordability subsection to follow.

The City is in the process of making significant, long-term system improvements. The City's plan is detailed. In Table 5, highlighted green, are improvement needs the City updated just last week. Fortunately, CIST tax revenues will moderate the net cost. I assumed you will use the full water allotment of that tax for water improvements funding starting this year.

## Repair and Replacement Scheduling

Most equipment repair and replacement (R&R) items are imbedded in various costs, especially the depreciation item, in Table 4, page 47. However, the utility schedules fleet R&R separately, which I also entered in the table near the bottom. This is where I normally display the long-term annual cost of overall R&R, but I used it to display your fleet R&R instead. Doing that made my Tables 6 and 7 unnecessary, so those tables have been left out of the Model.

## Target Reserve Levels

According to your test year balance sheet, your total reserves were a bit low for a system of your size. In the following, I show you what I normally recommend for systems of your size and what I also recommend for you:

1. Unobligated cash and cash equivalent reserves equal to at least 25 percent of the annual operating costs, not including debt service and general administration costs;
2. A 20-year repair and replacement (R&R) schedule reserve, in the 20<sup>th</sup> year equal to at least two times the average year's cost of R&R. Your cash and cash equivalents reserves need to cover this, too, and
3. Capital improvement and debt reserves at the end of the tenth year, after debt is paid, equal to that year's debt payments plus cash-paid capital improvement expenses.

These targets produce total reserves in the tenth year of slightly over \$20 million. City management opted for lower but still prudent reserves, to keep the rates lower. In this Model on the bottom of Table 17, page 61, and several of the charts at the end of the Model you can see the reserves balance in the tenth year is projected at slightly over \$10 million. *Chart 8, page 73, graphically shows how reserves will perform over the next ten years.* Note that reserves drop a lot in the tenth year. That is because of one very large system improvement assumed for that year. If system improvement costs come in more like the average after the tenth year, reserves will turn around and resume climbing after that one large expense.

## What if Expenses in the Model Miss the Mark Someday?

First, missing the mark is a certainty. Eventually, the projected expenses will miss the mark. That is why analysis needs to be redone periodically. With time, things change.

If you adopt the Model's rates, then in a future year it turns out the Model failed to accurately predict the expenses you experience, what should you do? That depends upon which way (higher or lower) your expenses went, and how much they differed from what was predicted. It may also depend upon which expense(s) varied because that could markedly affect cost structure, and therefore, rate structure. And it will depend upon what happened to revenues, too.

- Your "fix" for a situation may be to continue with future rate adjustments as recommended. Not all "misses" need to be addressed. Some right themselves.
- Or it may be to speed up or slow down future inflationary increases to get revenues and reserves back on track.
- Or it may be to do a proportional increase to minimum and unit charges based upon the percentage that the experienced expenses are higher or lower than those in the Model.
- Or it may be to give me a call if you are not clear about how to make the needed adjustments.

My suggestion is this. When in doubt, err on the side of calling me for advice. I can usually talk folks through how to make the appropriate adjustment and I do not charge for that.

If your new situation requires modeling, I probably will request a fee for that. In that case, I would estimate the hours needed to do the analysis adjustment and I would propose to do that at the hourly rate I used to calculate the fees for the original project. Most such projects, including the reporting out, take a day or less to do, so they rarely go over \$1,000.

If "getting back on track" is a problem several or many years into the future, many issues could then be in play. In that case, it is time for a new rate analysis.

The critical point is this. Do not hesitate to make the recommended rate adjustments because you are not positive it will work out. Make the adjustments and then track how it works out through the years. If you get concerned about something later, just call. I cannot say, "I have seen it all." But I have seen a lot. I probably can work you through any rate setting situation you will experience.

## Rate Affordability

I calculate each rate analysis client's rate affordability, measured by the Affordability Index. For most utilities, it is a very useful tool to assess how "cheap" or "expensive" their rates will be. The Affordability Index is also used by many grant and loan programs to determine if an applicant will be awarded a grant, how much grant, an interest subsidized loan or no funding assistance at all.

In Cape Girardeau, personal income growth, as determined by the Census Bureau, averaged 2.73 percent per year over the last 20 years through 2019. Incomes and income growth rates are shown in the top left corner of Table 3, page 46.

Residential water use for in-City, five-eighth inch meter customers averaged 3,656 gallons (489 cubic feet) per month. That is lower than the national use benchmark for affordability of 5,000 gallons per month. Thus, affordability of the current bill and the bill under the modeled rates for your average residential use will be lower than the Affordability Index in Table 17, page 61. But the Affordability Index is still a useful indicator. The Affordability Index is also shown graphically in Chart 4, page 71.

In the table, the Affordability Index calculation for the test year was 0.71 percent. That means, a 5,000 gallon per month residential customer earning at the City-wide median household income level paid 0.71 percent of their monthly household income to pay their monthly water bill. The national average is thought to be approximately 1.0 percent, so your current rates are lower than the national average on that basis.

Affordability Index: The monthly charge for (typically) 5,000 gallons of residential service divided by the median monthly household income for the area served by the system. An index of 1.0, meaning a household pays one percent of its income to pay its bill for 5,000 gallons of service, is generally considered affordable. The Affordability index is a primary factor in determining grant and loan eligibility and grant amount.

Under the modeled rates, this customer's Affordability Index would go up to 1.02 percent, right at the national average. Table 18, page 63, shows "before and after" bills for customers using different volumes of water.

## How to Implement the Partial Restructure Model Rates

In the following, I summarize most things you would need to do to get set on this course of rates:

1. You must solve the current City Charter restriction on rate increases to pursue these rates. If you can do that...
2. Table B lists the rates and fees derived from the Model. I call this set of adjustments the "initial rate adjustment."

Table B: Rates From the Partial Restructure Model

Rate Class, Meter Size in Inches	Monthly Minimum Charge	Unit Charge per 100 Cu. Ft. for Volumes in These Ranges	
		0 - 5,999 Cu. Ft.	6,000 Cu. Ft. or More
Res, 5/8 Inch	\$17.45	\$3.9613	\$3.9613
Res, 3/4 Inch	\$20.15	\$3.96	\$3.96
Res, 1 Inch	\$27.19	\$3.96	\$3.96
Res, 1.5 Inch	\$50.89	\$3.96	\$3.96
Res, 2 Inch	\$68.51	\$3.96	\$3.96
Res, 3 Inch	\$128.34	\$3.96	\$3.96
Com, 5/8 Inch	\$17.45	\$3.96	\$3.0518
Com, 3/4 Inch	\$20.15	\$3.96	\$3.05
Com, 1 Inch	\$27.19	\$3.96	\$3.05
Com, 1.5 Inch	\$50.89	\$3.96	\$3.05
Com, 2 Inch	\$68.51	\$3.96	\$3.05
Com, 3 Inch	\$128.34	\$3.96	\$3.05
Com, 4 Inch	\$211.94	\$3.96	\$3.05
Com, 6 Inch	\$442.81	\$3.96	\$3.05
Hydrant Meter - RC1110	\$128.34	\$3.96	\$3.05
Government - RC1115	\$0.00	\$0.00	\$0.00
Fire Line 4 Inch - RC5000	\$17.42	N.A.	N.A.
Fire Line 6 Inch - RC5005	\$34.90	N.A.	N.A.
Fire Line 8 Inch - RC5010	\$52.42	N.A.	N.A.

3. The calculations assumed you would have made the initial rate adjustments early enough to begin charging at the new rates starting with the bills that will be payable on or about July 1, 2024. Of course, that will not happen, so make the adjustments as soon as you can. Also, you will need to satisfy all Statutory requirements for making rate adjustments in advance of billing at the adjusted rates.

4. Inflationary increases should start the year following the initial adjustments. I assumed you will need to raise all minimum and unit charges by 5.0 percent that year and every following year, too.

## Closing

**If you adopt these rates and fees, and if future costs, growth, and other assumptions come to pass, you will build prudent reserves and fully fund the utility for years to come. Those rates will bill customers more fairly for the service they use than the current rate structure. Of course, keep in mind that your future capital improvement costs are going to increase. Future analysis would be useful as a planning tool for those improvements as they come into focus.**

This combination of initial adjustments will result in an overall increase in water revenues needed to fund the improvements in your capital improvements plan.

## Conclusion

“Conclusion” is a misnomer here. This report provides information to help the City make decisions. Thus, it begins the process by which you will initially adjust rates and fees and take other actions. I will continue to help you as you do that, so always feel free to call me to discuss any concerns you have as the years pass. Having the Model available to track your progress and determine the effect of condition changes later, I should be able to test changes easily and advise you quickly.

As time passes you will need to adjust rates incrementally as modeled in this report and as described in more detail in my book. Eventually, you will start this cycle over.

As you take on the initial adjustments, keep the following in mind.

- Everyone impacted by the City’s water rates should at least be made aware of the results of this report.
- My default recommendation is to give any customer as much information as they want. If they want a copy of the full report, give them that.
- Give the media a copy of the full report so they can quote the report directly and accurately rather than be forced to “figure things out.” Much of this is complex. Few people know how to, or have the time to, calculate utility rates. Make it easy for everyone to get the facts right.
- For most customers, what would happen to their bills is as much as they will care to know about this analysis. To satisfy those information needs, the City can publicize the current and modeled rates and/or the bill comparisons.
- A few customers will want to know more, especially high-volume customers. Give them the full report if that is what they want.
- A good way to accomplish these things is to post the report on the City’s Web site, Facebook page or other social media, so everyone can see for themselves what the report says. Publicize the posting widely and publicly. Information is a good thing. *Being seen* as trying hard to get information out to folks is also a good thing.

You engaged me to pay a visit to the Council and I did that a few weeks ago. I could visit again, if you think that will be productive. But it seems City staff are quite capable of presenting this report and answering most questions. My conclusions and recommendations are laid out clearly in this report, so I suspect the main things that need to be resolved are best done by City staff.

Still, call on me whenever it seems useful because I want to see you reach the rate setting goal line – fairly structured and completely adequate rates.

## Appendix A: Rate Analysis Methodology and Related Issues

This appendix covers many issues related to rate analysis and rate setting generally, and specifically to how I do rate analysis. But first, I thank governing bodies for the valuable service they give to us.

### **The Governing Body's Job is Broad and Critical**

The report covered my findings. Based on those findings, I made rate and fee setting recommendations. I may have offered some options, too. However, and this is important, my job is only to advise. The governing body's job is to set rates, among many other things.

Utility management requires the governing body to consider rates-related issues:

- How would the recommended rate structure and overall level of the rates affect ratepayers and funding of system needs?
- How different is the recommended structure compared to the current rate structure, meaning, how much "rate shock" would the recommended rates create for some customers?
- How might the governing body prudently reduce system costs, delay capital improvements, obtain grant or other outside funding for improvements and do many other things to reduce the need for additional revenue?
- And even if rate increases are not a problem, how might the utility be managed differently to reduce costs and be more efficient?

Those are just a few issues related to rate setting the governing body must consider. The job of the governing body is a big one, covering much more than rate setting. The members of the governing body have intimate knowledge of "conditions on the ground," community needs and ratepayer feelings. I only got a glimpse of such things. As the governing body considers those, and many other things, it will decide how to set rates and fees. My analyses and recommendations should be helpful as they do that, but my charge is only to advise, not direct.

All ratepayers and utility customers should be thankful that people from the community stepped forward and joined the governing body to do that critical work. Without such civic-minded people making utility services function well, quite literally, community-based living would not be possible. It is common for some citizens these days to not believe officials and even work against "government" at all levels. That is unfortunate because local government officials make it possible for the rest of us to live and work where we do.

To the governing body members, I say a heartfelt, "thank you." I feel privileged to advise you and I trust you to seek the best overall outcome for your citizens and utility customers.

Now, on to issues that related more narrowly to rate analysis and rate setting.

## Rate Setting Resources Beyond This Report

Over the years, I have found that several topics are common to many utilities. Others can be important to a utility at certain times in their development. Rather than cover such issues here, I cover them in separate guides and a rate setting book, all available for FREE download at <https://gettinggreatrates.com/Freebies>. Following is a listing and descriptions of a few those guides and resources:

1. How to Get Great Rates© (e-book) – The book focuses on basic rate setting issues. It is most applicable to smaller, simpler systems.
2. Rate Setting Best Practices Guide© – This guide expands upon the book to cover affordability, sustainability, bill assistance programs, meter size-based system development fees and minimum charges, how to acquire rate analysis services, and more.
3. Rate Setting Issues Guide© is just that.
4. Replacement Scheduler© is a spreadsheet application that enables users to build their own equipment repair and replacement schedule, which calculates the annuity (savings amount) needed to fund all items in the schedule.
5. CIP Planner© is a similar spreadsheet application for capital improvements planning.

The two spreadsheets were extracted from my rate analysis model template and made a bit more user-friendly for do-it-yourselfers. I encourage my rate analysis clients to use these two sheets so they can make repair and replacement and capital improvement plans more formal, more forward looking and less reactive. Plus, the sheets make data gathering easy for clients and me.

There are other guides and resources on this site. All are FREE, so check them out.

## Recommendations for Policy and General Issues

Many of the following things you probably are already aware of or are already doing, but they are worth repeating. A comprehensive list of rate setting best practices is presented in the “Rate Setting Best Practices Guide,” cited above.

Whether your entity is a city, town, district, or utility authority, you can use the following as a checklist of “to-do” tasks for rate setting and rate analysis. If a reference you see in the following does not quite fit your situation, consider how you can apply the information to your special situation:

1. It is easy to export data from a robust, user-friendly billing program. Your staff gathered volume usage data from that program for my analysis work. For you to examine payment history and problems, usage trends, new connection trends, the effects of usage allowances and other rate structures on revenue generation, and many other issues, you must have a billing program that is user-friendly and robust. If your current billing

program is not as usable as you would like, I recommend you acquire a program that is. A good first contact to research billing programs is your state rural water association.

2. You should charge for the various services staff perform for customers and others. These include various services you provide in the field, such as after-hours service, meter disconnects and reconnects, special meter readings, etc. Just driving to a customer's site takes a minimum amount of time. That is time the staff person cannot perform other duties. To assess appropriate fees:
  - a. You should periodically determine how long it takes to drive to and back from the average site and to perform each service.
  - b. Determine how much it costs the utility per hour, on average, to have staff perform these services. Include staff wages, benefits, taxes, use of utility vehicles, tools, and minor equipment, etc.
  - c. Include a fair amount to cover the time that office staff devotes to working on these services to track them, bill for them, etc.

In almost all cases, these estimated costs should be recovered with fees for the various services. In addition, set a minimum that you will charge for showing up. In that minimum fee, grant a certain amount of time spent on-site, such as 10 minutes for a special meter reading or 30 minutes for a meter change-out.

In essence, set your fees in the same way plumbers and similar technicians do – a set fee for showing up, which buys the customer a set amount of time, and an hourly rate if the job takes longer than the show up charge will cover.

While accounting for time and other investments in the various services staff perform is important, do not make the costing tracking process burdensome. For many services you likely can just estimate staff time occasionally and charge fees based upon those estimates.

3. Retain required funds in interest bearing debt service and debt reserve accounts when required by your lender(s).
4. Have me or another rate analyst of your choosing conduct a full rate analysis again when the *actual* financial performance and my *projection of future* performance diverge enough to make a new analysis worthwhile. Conditions should dictate rate analysis timing. Most utilities benefit from rate analysis on about a five-year cycle or when total costs have risen by 20 percent. But if you are planning to do significant capital improvements that were not previously included in the rate modeling, or when actual improvement costs or funding plans have changed significantly compared to those that were modeled, those factors call for a new rate analysis as soon as you can get it done.

5. Fully adopt management strategies that are included in what is commonly called, “advanced asset management.” These strategies can yield better service and reduced costs for a utility, especially those looking to build new facilities or replace existing facilities soon. At a basic level, you can use my free spreadsheet tools called, “CIP Planner©” and “ReplacementScheduler©” to do capital improvement and equipment repair and replacement scheduling, costing, and annuity calculations. These functions are at the core of asset management and may be all, or nearly all the “asset management” a small, simple system needs to do. Download these tools and others from <https://gettinggreatrates.com/Freebies>.
6. As a reminder, check with your attorney for language and legality of all issues discussed in this report.

## Cost-based Rate Calculations

To give you a synopsis of rate analysis, as I do it, and to make it easier for you to read and understand my findings and recommendations, a tutorial on my methodology is in order. Most situations are simple enough that I do not need to use all these methods, but it will serve you well to know the breadth of my methodology.

When I analyze rates for a government-owned water-based utility, and other utilities that are empowered to assess cost-of-service rates, I use the cost-needs approach. The approach is exhaustively described in the American Water Works Association’s “M1 Manual, Principles of Water Rates, Fees and Charges,” Seventh Edition. This manual, in use since the 1960s and periodically updated, is considered by many to be the “Bible” of water rate setting best practices.

While the manual focuses on water rate setting and uses terms, units of measure and other things specific to water, the principles and approaches work just as well for electric, sewer, stormwater, trash collection and other utilities and services that are paid for with rates and fees. One just needs to use the appropriate units of measure and a few conventions common to the other types of utilities and services when applying these principles to them.

The cost-needs approach is a static (one year) rate calculation. One could do a new rate study every year to arrive at the rates to assess each year, spread over many years. But that is a lot of work or expense with very little practical benefit to be gained.

*A typical rate study considers the rates needed to fund one year, usually the coming fiscal year. Utilities need to plan farther into the future than that, so I calculate rates for ten years into the future, hence, the more accurate term of rate “analysis” rather than a rate “study.”*

### Important Terms

The cost-needs approach results in rates that are called, “cost-to-serve” or “cost-of-service” rates. Simply stated, the costs for a targeted budgeting period, usually a year during the next five years, are classified as “fixed,” “variable,” “capacity-to-serve,” or some combination of the three.

- Fixed costs are converted to a base minimum charge.
- Variable costs are converted to a unit charge.
- Capacity costs are converted to some combination of system development fees and surcharges to the base minimum charge.

Most utilities are better served by getting a rate analysis when rate restructuring may be in order or when rates will need to go up markedly. During the years in between rate analyses, it is simple and convenient to just raise all significant rates and fees by an across-the-board percentage, which should have been specified by the analyst. Such increases may be aimed at keeping up with inflation. Or they may be designed to achieve other goals. In whatever way these increases are to be done, they were planned for in the analysis and described in the foregoing report.

To guide utilities to do future increases well, I expand the cost-needs approach by projecting costs, revenues, rates, and other criteria ten years into the future. That gives each utility a “road map” of what they can expect in the future, so they can reset rates appropriately.

Because I intend for utilities to reset rates on their own for some years into the future, and I want those rates to be “fair enough” to serve them well, I calculate the initially restructured rates so that they take future across-the-board increases into account. This is how it works.

Based on my calculations, the initially adjusted rates will be closer to a “cost-to-serve” structure than the current rates. And as across-the-board increases are applied, rates will move even closer to a cost-to-serve structure until the year used for cost classification has arrived, which normally is four to five years in the future. After that, additional across-the-board increases will move the rate structure further away from cost-to-serve. Eventually, a new rate analysis should be done to make the structure fair again. For most moderate sized utilities, that is about five years into the future. For most smaller utilities, that may be eight or more years away.

To arrive at cost-to-serve rates in a future year, I must choose an appropriate year for cost classification.

- The best year may be the first year after a big capital improvement is planned to be finished because the debt service for that improvement probably will have already started.
- Or, if costs are expected to inflate uniformly, the best year may simply be five years in the future, the year in which most utilities should consider having a new rate analysis done anyway.

#### **Rate Analysis, in a Nutshell**

At its simplest, rate analysis helps a utility arrive at rates and fees that are adequate – they will pay all the utility’s costs. The next level of complexity is to arrive at rates that, on an average cost basis, will enable the utility to recover fixed and variable costs “fairly.” Most small water and sewer utilities need analysis only to this level of complexity – doing more than that results in rates that are impractical for small systems.

Another level of complexity includes calculation of meter size-based minimum surcharges and system development (connection) fees. Another includes calculation of rates on a “marginal” cost basis, for special groups of customers. Yet another level is marginal cost basis calculation of rates for individual customers, such as a wholesale customer. These facets of analysis result in accurate but complex rate structures; appropriate for the larger utility with diverse customers.

Analysis can and should provide a sound basis for advising the utility to “go or don’t go” concerning various actions it might take. Some of these actions are purely financial. Some, like the decision to enter into, or not enter into, a wholesale supply agreement, for example, include “hassle factor” and other non-financial issues. And because such agreements are made for nearly forever, a mistake made in the beginning can hamstring a utility for years or decades to come. Regardless of system size, thorough analysis should always be done before entering into such agreements.

There are some basic steps to arrive at cost-to-serve rates. Calling these “steps” implies that I do one and then move on to the next. In practice, most steps are affected by, and affect, what happens in other steps. Therefore, they are all done in concert with the others.

That said, here are the basic steps:

1. **Cost Classification:** Operating costs are placed into different categories – fixed, variable, peak flow capacity, and sometimes others. I classify costs projected for a year in the future, usually within five years of the present. And I use a year that appears to be typical of what the utility can expect in the future.

For all utility types, operating cost classification is done in Table 8 of the model(s) that will follow in this report. The core notion of cost-to-serve rates is this: The basic minimum charge assessed to all customers should recover the sum of all fixed costs; and the average unit charge should recover the sum of all variable costs.

System capacity costs can, and usually should be recovered on a cost basis, too. That is a bit complicated and will be covered shortly.

Back to recovery of operating costs, near the bottom of Table 8 in the foregoing report, you will see the “Average Fixed Cost/User/Month” and the “Average Variable Cost to Produce/1,000 gallons (or other units).” These are the basic minimum charge and the average unit charge based on the costs expected in that future year. The same model template is used for calculating rates for the various utility types. The main difference for those analyses is the measurement method for unit charges.

*An aside, but an important one in my mind, is this. The M1 Manual describes how to calculate cost-to-serve rates down to the customer class level. If a rate analyst classifies costs to that level and the utility sets rates that achieve that result, it can correctly be said that the utility has cost-to-serve rates. Those rates will be fairly structured, but only at the customer class level.*

*I classify costs to the customer level. Thus, rates that I calculate are cost-to-serve to the customer level. My reasoning for doing this is, rate structure fairness if felt at the customer level, not at the customer class level. Customers pay utility bills. Classes do not.*

2. **Capacity costs:** In the ideal, capacity costs should be assessed on a cost-to-be-able-to-serve basis, but these costs are a long-term proposition. No one knows at present what the cost of capacity is because those costs unfold over decades. Thus, the dollar cost of capacity can only be estimated, but that is not a problem. The key is, whatever one estimates capacity will cost, or whatever portion of capacity a utility desires to recover with capacity charges, that cost should be divvied out to new connections and current customers on a fair basis. The following goes to that goal.
  - o The American Water Works Association has done excellent research on the sustainable peak flow capacity of different water meter sizes and types, so I generally use the flow capacity of each meter size and type as the basis for divvying water and sewer peak flow capacity costs. That math is lengthy, so

it is spread out over Tables 11 through 16 of the model(s) in the report. The notion of capacity applies to all utility services, so:

- When I calculate water and sewer rates where meters are used, I use meter flow capacity as the capacity share criterion.
  - When I calculate electric rates, I use what is commonly called the “demand” exerted on the wholesale power supplier. If the client produces its own power, I use the demand measured by the client’s metering system.
  - When I calculate sanitation (trash collection) rates, I use the cubic foot capacity of the various bin and dumpster sizes times the number of pickups per month of each as the capacity criterion. Thus, for trash collection services except for the rare ones that actually weigh trash as it is collected, the capacity of bins times the pickup frequency becomes a component of the unit charge for each customer.
  - Stormwater capacity is like trash collection in that impervious surface area is the usual capacity, and unit charge criterion. Square footage or the equivalent of impervious surface area appears in the rates as the unit charge analogue.
3. Future cost projections: I project costs ten years into the future. Generally, this is done by applying an expected inflationary factor to each cost. But it is also common that some costs, like the cost of debt service needed to build a new treatment plant in two years, will change future costs markedly. Such cost changes are estimated, then entered into the model in the year in which they are expected to occur. Some expenses, like postage, treatment chemicals and electricity for production, treatment, and distribution, rise with inflation plus growth in the customer base and use. Those are increased in future years by inflation and growth.
4. Reserves: Reserve goals are set through the tenth year. Those goals will only be met if (primarily) rates are set high enough and/or (secondarily) grants and subsidized loans are large enough to enable the utility to generate net revenues over the modeling period. The amount or percentages and types of reserves are dependent upon each utility’s needs, so that is discussed in the foregoing report.

For the techie reader, the analysis model we use – a Microsoft Excel spreadsheet application we call, “CBGreatRates” – is usually 3.8 mega-bites in size. Each rate analysis includes one of these sheets.

For a 1,000-connection utility, for example, we use another spreadsheet, 12.1 mega-bites in size, to sort and calculate customer volume use. We use one of these sheets for each rate class. There are usually five or so for the simplest rates. Each of these sheets is linked to the client’s usage data file, usually a few mega-bites in size, for importing usage data. Thus, an analysis for a 1,000 connection utility totals 65 or so mega-bites in size.

For some of our larger client utilities with more rate classes and more customers, total size of all the linked spreadsheets runs over 250 mega-bites. We run computers with lots of RAM and memory but some of the calculations for a larger utility can take around 60 minutes to run. When usage data sheet runtimes get long, we usually switch to a database format application to speed up the heavy number crunching.

5. Calculate rates: The full suite of rates needed to fully fund the utility and do it fairly is a dynamic set of calculations, too complex to completely explain here. And each situation requires variations on this theme. I will leave out some details, so this is the “Cliff’s Notes” version of rate calculation:
  - Capacity cost recovery is calculated first. Likewise, penalties collected, and other non-user charge fee incomes are calculated. These revenues are deducted from the total revenue needed to arrive at the revenues needed from user charge fees.
  - Next, the across-the-board future rate increase rate (a percentage) is set. In the future, starting about one year after the initial rate adjustments have been done, rates will increase annually by this percentage. The revenue needed from the initial rate adjustments, here called the “net revenue need,” will come from the revenues generated by the initial rate adjustments. (In truth, future inflationary revenue increases, plus interest earnings on balances accrued are dependent upon the rates that are initially set, so most “pre-calculated” revenue streams are adjusted dynamically as initial rate revenues rise or fall.)
  - The calculated bases for fixed costs and variable costs (Table 8) establish a ratio of the revenues that each rate component would generate in a cost-to-serve structure.
  - To increase (or very rarely decrease) overall revenues to satisfy the net revenue need, each revenue stream is increased or decreased by the same percentage. Thus, the revenue streams remain in the same ratio to each other. That means they retain their cost-to-serve proportions.
  - Once the overall revenue increase (or decrease) is established:
    - The base minimum charge is “back calculated” from the adjusted minimum charge revenue amount. (Every customer, regardless of their meter size, pays the base minimum charge.) The meter size-based surcharge, for water and sewer systems, is added to the base minimum charge to arrive at the full minimum charge for each meter size. (Similar math is done for other utility types.)
    - The average unit charge is calculated from the unit charge revenue amount. If inclining or declining rates are to be assessed, or if there is to be a usage allowance, unit charge revenues are calculated dynamically based on those variations.

- The resulting rates are the starting user charge rates – the initial adjusted rates – what you will (hopefully) adopt initially. In later years, you will increase these starter rates and fees across-the-board by the inflationary factor, generally to keep them tracking with rising costs.
  - After examining balances projected for future years, the future inflationary increase rate may be raised or lowered to enable the utility to accrue appropriate balances either sooner or later. That, of course, will result in initial rate adjustments that would need to be either lower or higher, respectively, to offset the change to the future adjustments rate.
  - Finally, it is common for managers and decision-makers of utilities to want to “tweak” rates into a different structure, timing of adjustment or in other ways. Having built the model to handle “on-the-fly” adjustments, I model their preferences to arrive at the rates needed to fund the utility as they desire.
6. Reporting out: The culmination of all this data gathering, calculations and more ends up in a rate analysis report like the report this appendix is attached to. The report covers everything that seems to be important and gives the client my recommendations and guidance on how to adjust rates now, and in the future.

If desired by the client, I present the report, my findings and recommendations, and answer questions, usually at a Council or Council meeting. Before COVID-19 that was always done in person or rarely by phone call into their Board or Council meeting. During COVID-19, that was almost always done by remote video. After COVID-19, these meetings are being done either way, as the client desires. Many of my client systems are small and their management had not yet adopted on-line meetings. COVID has changed that. Many of my “meetings” now are done on-line, even with very small utilities. Cutting out my travel saves them a lot.

**Cost-to-serve rates are considered by many, including me, to be the most mathematically fair and defensible rate structure.** While I previously described how I do such calculations, I will now tell you what I consider to be “fixed” costs, “variable” costs and “capacity-to-serve” costs:

- ***Fixed operating costs are those that are related to the fact that you have customers.*** For every customer, the utility incurs one increment of this type of cost. Billing is the simplest, purest example of a fixed cost. Whether a customer uses a lot of the commodity or none, it (almost always) takes the same work, equipment, software and more to calculate their bill, “send it out” and collect the money.
  - Another part of the minimum charge will likely be a surcharge intended to recover all or part of peak flow or unusual capacity costs. These are almost always based upon water meter size because the larger a meter is, the greater

is its capacity to sustainably pass peak flows. This peak flow capacity relates well to the cost of building infrastructure “big enough” to handle peak flows. Thus, *capacity costs are related to the fact that a particular customer has a certain capacity to demand flow or service, regardless of how much flow or service they actually use.* These surcharges are added to the base minimum charge to arrive at the full minimum charge for each meter size.

- Larger systems invariably have more large meter customers and that makes surcharging the larger meters worthwhile and fair.
- However, small systems with few “unusual” customers and few meters larger than one inch often find it expedient to consider even peak flow capacity cost to be a fixed cost, equally sharable by all customers. At some point, there is more to be gained from administration simplicity than exact rate structure fairness.
- *Unit charges are related to the volume of service received.* While unit charges can be structured in various ways, the revenues they generate should be adequate to pay those costs that are related to the flow that customers use.

There are three unit charge structures that I commonly recommend, depending on the situation:

- Some systems need “conservation rates,” or, their administrations simply like the notion of encouraging customers to use less of the utility’s services. In this rate structure, the unit charge goes up as volume used goes up. Most of us respond to, or at least we think twice about it, when we are assessed a higher price to buy more of something. Conservation rates are most appropriate in areas with limited water supplies or in a utility that is bumping up against its capacity to produce water.

If you are going to err either on the side of complex rates that precisely assess costs to each customer or simpler rates that round off some of the accuracy corners but are easier to administer, choose simple rates.

- Most systems use, and should use, level unit charges – a unit charge that is the same regardless of how much volume a customer uses. With level unit charges, customers are assessed unit charges on an average unit cost basis. Such rates are the easiest to calculate, they are the easiest for a clerk to explain to a complaining customer on the phone and the revenues such rates will produce next year are the easiest to accurately predict. Most water utilities, and almost all sewer utilities assess level unit charges.

- The last major unit charge structure is called, “declining” rates. These are the reverse of conservation rates. I often call them, “use encouragement” rates. It is popular these days for many to belittle those who do not conserve resources at every opportunity. Declining rates are often scorned for that reason. However, if a system has an ample water supply and ample infrastructure to produce and distribute it, doing so will not cause unintended bad (mostly environmental) consequences; and if the governing body wants to encourage high use (which often entails such users hiring more or better paid workers), declining rates can make good sense. Declining rates are most appropriate in areas that have many high-volume industrial users or folks in that area want to attract such users. Declining rates seem to be most common in the industrial east, but they seem to be less popular everywhere these days. However, keep this in mind. One can accurately calculate the average unit charge and “prove up” that rate case. One cannot do the same with inclining or declining rates.

To complicate the aforesaid just a bit, rate setting is first about recovering costs. Job one of utility rates is to pay the utility’s costs. But usually, proper rate setting is also about building adequate reserves; funding a capital improvements program (CIP); catching up on needed equipment repair and replacement (R&R); and covering similar needs. Thus, these soon-to-be-experienced costs or likely-to-be-experienced costs need to be factored into rates and fees, as well. Because time marches on and costs usually inflate over time, rate setting should account for the need for future incremental increases to cover inflation. And you cannot just assume that because the utility needs more revenue that your ratepayers will be glad to pay higher rates. Rate affordability, and the public’s perception of affordability, must be addressed, too.

Even the simplest rates situation requires some complex and integrated calculations to account for these factors. For that reason, I build a spreadsheet for each analysis that depicts, in virtual reality, the utility’s real-life financial and rates situation.

These models are dynamic. When the initial rate increase is set higher, future inflationary increases can be lower. When minimum charges are set lower, unit or other charges need to be set higher to make up the shortfall. When future expenses need to be higher, or lower, or of a different nature, the Model adjusts rates and fees accordingly. Such modeling enables me to do dynamic “what-if” scenario calculations. That enables me to arrive quickly at the “best fit” rates for each utility. Usually but not always, the client goes with what I recommended.

Coincidentally, such a dynamic model makes it easy to calculate rate and other changes over the next two or three years, too. If a change does not affect the cost structure drastically, I can do the same for almost any cost or rate change. If one, two or three years from now, you discover your costs or incomes will be different from what you and I had assumed, you can call me up, tell me what is different, I will enter the changes into the model(s) and re-run the rates. If the change is small and quick to model, I do that for no charge. If it is more complex and will take some time and usually a written report, I do those projects on an hourly basis. Fees for those usually come in at \$500 – \$1,000. Some clients find that to be a very accurate and cost-effective way to maintain good rates.

Truth be told, I have been building my template model since 2005. It is the starting place for all my analyses. The template is so robust that I can set a few “switches” here and there, build in a few things that are unique to a new client’s situation and soon, I am modeling rates tailored to their needs.

Two final thoughts on the rate modeling and adjustment topic:

- Almost always, rate adjustments include bill increases. Thus, time is money, often big money, to the utility. A rate increase delayed is a rate increase that must be even higher to reach the same reserve target. Get to know this report well but do not spend months mulling it over. Time will not make your rate setting task easier. Proceed deliberately but quickly and make the needed changes. If you cannot make all the needed changes at the same time, make those that you can as soon as you can. Then, get around to the rest as soon as you can.
- You will get complaints about customers’ bills going up. I do not want to be dismissive, but in my experience, most of the time, when the math is laid out for all to see, most people are understanding. Cost-to-serve rate analysis does not arrive at unfair rates. It arrives at fair rates. Who doesn’t want fair rates? Well, those who are paying cheaper than fair rates. If they can convince those who are subsidizing them to keep subsidizing them, even those the analysis shows that is not fair, more power to them. But generally, cost-to-serve rates win the day.
  - These statements do not mean “do-it-yourself” rate adjustments are always unfair or insufficient, or that “rate analyst” calculated rate adjustments always are fair and sufficient. I always try to calculate and advocate for rates that are fairly structured. But over time, costs and other conditions change, so even cost-to-serve rates I have calculated will become unfair after some years.
    - A good blend of fair rates and a low cost to achieve them is this. You get a rate analysis done occasionally and adjust accordingly. For a few years after that, do-it-yourself across-the-board increases will keep revenues tracking with inflation. Eventually, you analyze again.

#### **Temptation Happens**

I could build a static model that arrived at what I thought was the best rates outcome for a client. If the client asked for something different, I would be tempted to tell the client that, “In my experience, blah blah, blah, that would not be a good thing to do.” Based on my experience, I probably would be right, but that tack would be self-serving – it would save me work.

- Half the reason I build dynamic models is to be able to show the client the outcome of what they asked for and that usually proves up the case for what I originally recommended.
- The other half reason is, when I model what the client asked for, I sometimes find that indeed, it is doable and may even be superior to the solution I assumed was best.

Assumptions based upon deep experience are useful. But facts and good math are a great training experience for a rate analyst.

Please keep the above summary of cost-based rate calculations in mind as you read on.

## Principles

I use several guiding principles when I help systems set their utility rates, fees, and policies. I considered these principles as I prepared the foregoing rate analysis report and the model(s) that follow:

1. Water, sewer, and all other utilities are businesses, regardless of who owns them. The first order of business is, stay in business. Your customers want you to do that. They do not want their investments in homes and businesses to be left high and dry without utility services to support them.
2. The second order of business is, perform in a business-like manner. First, be effective. If you do nothing else, be effective. Next, be as efficient as is reasonably possible. Efficiency tends to foster lower rates, which ratepayers like. Effectiveness and efficiency fight against each other. In most utility services and situations, effectiveness trumps efficiency. It does not benefit water customers if you pump lots of water cheaply if that water will make them sick, or if too much of it leaks out of holes in the pipe. Customers also gain more benefit from water rates that are a bit higher than they would like, but those extra funds enable the utility to be sustainable.
3. If a service costs the utility money, the utility should recover that cost from the most logical "person" if that makes good business and community administration sense. For example, generally "growth should pay for growth." Developers should fairly pay for their consumption of utility capacity obligated to what they build by paying commensurate system development fees. Likewise, service users should pay for what they use. Each class of users should pay their fair share of service costs. Ideally, each individual user should do that, too.
4. It sometimes contradicts point number 3 above, but if adjusting a rate, fee or policy will turn currently "good" customers into "bad" customers, or discourage development that the community desires, you should consider the necessity of making the change carefully before doing it. For example, while it may be warranted, raising the minimum charge markedly to your residential customers may make it very difficult for fixed, low-income customers to pay their utility bill. That may cause more of them to pay late or not pay at all. That may trigger the utility's attorney to write collection letters to those customers and eventually require shutoff of service. Thus, in the attempt to generate more net revenue by raising rates, net revenues may go down due to non-payment and payment collection costs. Likewise, stifling development with uncompetitive system development fees costs a utility in the form of additional paying customers that choose to "build down the road." That forces existing customers to pay all the costs of the utility rather than sharing them with new customers.

As you consider rate adjustments, always keep this customer in mind:

The "little old lady, widowed, retired, living alone on Social Security." Treat her badly, or just be seen as treating her badly, and you lose the goodwill contest. Lose goodwill and you may never get it back.

5. While cost-based rates are the most demonstrably fair rate structure, purely cost-to-serve rates can be impractical for some utilities. Consider this:
  - a. A large city has thousands of customers served by a wide range of meter sizes and those customers have a wide range of service use. That city needs rates that are cost-based and, necessarily, those rates will be complicated. Such rate complexity is worthwhile because the utility's situation is complicated.
  - b. In contrast, a small town serves few customer. Those customers usually have only a few meter sizes and few of them use high volumes of service. That town would not be well-served by complicated rates. Simpler rates are better for them.

However, both should still get a cost-to-serve rate analysis at least occasionally, so even if they adopt something else, they will know what you are giving up.

That is probably more than you care to know about rate analysis but if I did not answer all your questions, just give me a call, or drop me an e-mail.

# Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

This model assumes rates will be restructured somewhat to be closer to a cost-to-serve structure. It assumes all capital improvement costs will be paid with cash, no loans, and the rate increase restriction in the City Charter will be resolved to temporarily enable a higher overall rate increase.

June 28, 2024

This rate analysis model was produced by

Carl E. Brown, [GettingGreatRates.com](https://gettinggreatrates.com)

1014 Carousel Drive, Jefferson City, Missouri 65101

(573) 619-3411

<https://gettinggreatrates.com>

[carl1@gettinggreatrates.com](mailto:carl1@gettinggreatrates.com)

Note: This document is a print out of the spreadsheet model used to calculate new user charge and other rates and fees for the next 10 years. These calculations are complex and are based upon many conditions and assumptions. These issues, and others, are described in a narrative report that accompanies this model.

## Definitions

Affordability Index	The monthly charge for (typically) 5,000 gallons of residential service divided by the median monthly household income for the area served by the system. An index of 1.0, meaning a household pays one percent of its income to pay its bill for 5,000 gallons of service, is generally considered affordable. Affordability index is often a factor in determining grant and loan eligibility and grant amount.
Analysis Year	The year following the "test year." Generally, rate analysis is done during the year following the "test year" and initial rate adjustments are done later still during the analysis year or sometime during the following year once the analysis shows how rates should be adjusted. See related "test year."
Capacity Cost (also see System Development Charge)	The cost incurred to design and build the infrastructure needed to provide a utility service. As the infrastructure ages and wears out from use, it must be refurbished and replaced, which is a continual capacity cost. Capacity costs are recovered in various ways - connection fees, system development fees, regular user charges and others. The cost of that capacity and the nature of the costs - base flow capacity versus peak flow capacity - should determine the way these costs are recovered.
Capital Improvement Plan or Program (CIP)	A schedule of anticipated capital improvements. These are the more expensive items such as treatment plants, lines and other expensive infrastructure that generally requires bond or grant funding.
Capital Improvement Reserves	Cash reserves dedicated to funding the CIP
Comprehensive Rate Analysis	A thorough examination of a system's operating, capital improvement, equipment replacement and other costs, revenues, current rates, number of users and their use of the system, growth rates and all other key issues surrounding the system. This examination will determine how rates and fees should be set in the future to cash-flow the system properly, to build appropriate reserves and to be fair to ratepayers. It also will determine how policies should be adjusted to enable the system to operate well now, operate well in the medium-range future (about 10 years) and prepare for expected and expectable events such as capital improvements and equipment replacement.
Connection Charge	See system development fee
Conservation (Inclining) Rates	Unit charges that go up as the volume used goes up
Cost-to-produce	There are several ways to define and calculate cost-to-produce. Each is acceptable for different purposes. Generally, cost-to-produce is the total of all variable costs required to get service to a utility's customers during one year divided by the total units of service delivered during that year. This calculation will yield the <u>average</u> cost-to-produce. In a proportional to use rate structure, this is the unit charge. See "Cost Calculations" at the bottom of Table 19.
Cost-to-serve, or Cost-of-service Rates	Rates where, at the customer class level, fixed and variable costs caused by each customer class are paid by that class primarily with minimum and unit charges, respectively. However, this analysis model takes it one step further and calculates cost-to-serve rates at the individual customer level.
Cost Types; Fixed and Variable	The two main types of costs are fixed - those that are related to the fact that someone is a customer; and variable - those that are related to the volume of the commodity delivered to customers. Generally, fixed costs should be recovered with minimum charges and variable costs with unit charges.
Coverage Ratio (CR)	Incomes available to pay debt divided by the amount of the debt for that year. A CR of 1.0 is "break-even." Most systems should have a CR greater than 1.25.
Current Position	For purposes of this report, for one year, the sum of all incomes and undedicated reserves minus all current financial obligations for that year. Future obligations (next year's loan payments) and depreciation are not included. Current position, often called "cash and cash equivalents," is a good measure of liquidity.
Declining Rates	Rates where unit charges go down as the volume used goes up
Fire Sprinkler Systems and Related Costs	Generally, fire suppression in businesses is provided by a built-in system of fire sprinklers. "Service" to such systems is primarily in the form of peak flow capacity availability to fight a fire. Capacity costs money, so larger, more sophisticated water systems should assess at least part of such costs to fire suppression systems. Small water systems usually do not charge separately for these costs, and that is reasonable.
Fixed Cost	Accounting considers a cost that does not change to be a fixed cost. That definition does not work fairly for rate setting purposes. For rate setting, a fixed cost is one that is related to the fact that you have customers. The simplest example is billing, because the utility incurs billing costs not in relation to the volume of service a customer consumes. Rather, those costs are equal for all customers, or they are so close to being equal for all customers that one likely could not justify such a cost being different for one customer compared to other customers.

## Definitions

Flat Rates	Rates where all users pay exactly the same fee regardless of the volume of service they use
Equivalent Dwelling Unit (EDU) or Equivalent Residential Unit (ERU)	This definition is for water and sewer service. Based upon number of water using fixtures, average flow, potential flow or similar criteria; the consumption rate of the average single family home is rated at one ERU. All other types of customers are then compared on this basis and multiples or parts of an ERU are assigned to each for billing purposes.
Equivalent Residential Unit (ERU) for Stormwater	This definition is for stormwater. As compared to water and sewer, that are concerned with water flow, one ERU of stormwater service is the average square footage of impervious surface of a single family home. Then, larger and non-residential properties are rated by their multiples or parts of an ERU of impervious surface area for the purpose of billing for stormwater impact costs. When there is a large variation in single family home size and impervious surface area, some cities and similar places use the smaller size range of homes as their ERU standard and assess larger homes at multiples of that ERU basis, as well.
Incremental Rate Increases (Inflationary Increases)	Rate increases done, generally annually, following the initial rate adjustment. The usual goal of such increases is to keep the system's incomes on track with inflation. Such increases are usually small, in the two to five percent per year range.
Initial Rate Adjustments	Rate adjustments done in response to the comprehensive rate analysis. Generally, the goal of such adjustments is to establish rates that cover the system's short-term expected costs and do it with a structure that is fair to ratepayers. Initial adjustments should be followed in subsequent years with incremental rate increases.
Inflow & Infiltration (I&I)	In a sewer system, water that gets into the collection system by way of illicit connections (inflow) such as gutter downspouts, plus leaks in manholes and sewer lines (infiltration)
Infrastructure	Most commonly thought of as the hard assets, such as buildings, treatment plants and lines needed to provide service to customers connected to the system. In reality, staff, software and other "soft" assets should be thought of as infrastructure, as well because the hard assets cannot run well or run for long without staff.
Life-cycle Cost	The total cost to design, build, operate, maintain and eventually dispose of, or decommission, an asset. One asset may cost less to build but it may be more expensive to operate and maintain, yielding a higher total life-cycle cost. Life-cycle cost is an important consideration of asset management.
Marginal Costs	The parts of a utility's costs that are unavoidable in the course of serving a particular customer, a group of customers, more volume to all customers or some other marginal use of the system. Such customer(s) or extra use could be added at a discounted but still profitable fee, if desired. Generally marginal costs are less than the average costs but when extra use requires a system upsizing, they can be greater. These costs are especially useful when considering selling service at wholesale or charging "snow birds" while they are away, for example.
Minimum Charge	This rate, charge or fee goes by other names. "Base charge" and "availability charge" are common. This is the periodic fee paid for having water, sewer or other commodity service made available to the customer to use. Most common is a monthly or quarterly minimum charge. Generally, this charge should recover fixed costs.
Mixed Costs	Fixed and variable costs are defined elsewhere. Costs that are mixed are those that are a blend of fixed and variable. For example, a utility hires staff and provides them benefits partly just to have staff on hand to deal with line breaks, equipment breakdowns and other problems. But most staff time and related costs are incurred because the utility is doing what it was designed to do - provide water or other commodity services to customers. Two gross examples illustrate the extremes of staff costs. In one small water system with one operator, the operator sits around in the shop all day, every day with nothing to do. The cost of that operator is fixed and should be shared by all customers equally in a minimum charge. Another water system has one operator, but that operator works all day, every day operating and maintaining the system. That operator is enabling the system to do what it was designed to do - provide a commodity - so that operator's time and related costs should be considered variable and recoverable through unit charges. In reality, staffing and many other costs are a blend of fixed and variable costs, so they should be consider partly a fixed cost and partly a variable cost.
Operating Costs	Definitions and calculations vary. For rate setting purposes operating costs are costs incurred because a system is operated. Such costs are usually recovered primarily through unit charges.
Operating Reserves or Working Capital	Analogous to current position, this is the net revenues generated during "profitable" years and retained to fund operating costs during times when costs exceed incomes.
Operating Revenues	Revenues collected in the form of user fees and similar operating cost-related fees
Operating Ratio (OR)	Current incomes divided by current expenses, not including debt. An OR of 1.0 is "break even." Most systems should have an OR of 1.25 or higher.
Payback Period	In this case, time required for the investment made to get this analysis done to return that investment through increased user and other fees.

## Definitions

Peak Flow Capacity or Demand	The volume of service that a user could demand for a short period of time at full volume use. In water systems, and generally in sewer systems, too, the peak flow capacity limiting factor is usually the size of the customer's meter or service line. In electric systems, demand for each commercial and industrial customer (and sometimes others) is usually calculated annually based upon the peak energy usage during a defined short period.
Proportional to Use Rates	Rates where the minimum charge recovers all fixed costs, the unit charge recovers all variable costs, the unit charge is the same for all volume sold, and there is no usage allowance in the minimum charge. This rate structure is similar to and often the same as cost-to-serve rates.
Replacement Schedule	A timetable that describes equipment replacement and important repairs that are too infrequent and/or too expensive to cover as annual operating costs but not so expensive that they need to be covered as capital improvements.
Replacement Reserves	Cash reserves used to fund the Replacement Schedule
Return on Investment	In this case, the dollar amount or percentage of revenue gain enabled by this rate analysis. Related to payback period.
Snow Bird	A customer, usually residential, that goes away during part of the year. Most commonly, these are people of "means" who live in the north who "fly south" for the winter. But, this category includes everyone who is absent for a significant part of the year but returns to their permanent residence.
Stormwater	Precipitation that falls on and then leaves a site, flows elsewhere, potentially causing or adding to flooding and often carries with it sediment and pollutants.
Stormwater Management	The practice of reducing and mitigating off-site stormwater flows and impacts.
System Development Charge, or Fee	Fee assessed to pay for at least part of the cost to build system capacity. For purposes of this model, all charges related to connecting new customers will be "rolled together" into a system development charge, usually including a charge that buys a new customer system capacity. This combined charge may be a few hundred dollars for a residential customer, if little or no capacity costs are included. If capacity costs are included, it could be many thousands of dollars for a large industrial customer. Similar terms in common use include "tap-on fee," "connection fee or charge," "hook-up fee," "impact fee," "availability charge," and "capacity charge."
Test Year	The one year period from which data was gathered to be the basis of the rate analysis, the starting place, which is usually the last completed fiscal year. See related "analysis year."
Unit Charge	This rate, charge or fee goes by other names, too. It is the rate paid for water, sewer or other commodity per unit of measurement, like per 1,000 gallons or per 100 cubic feet. Generally, this charge should recover variable costs.
Usage Allowance	The volume, if any, that is "given away" with the minimum charge. Most systems give away no volume. Those that give away an unlimited volume have what are called "flat rates" - a minimum charge only.
User Fee, User Charge, User Rates	Fees assessed to customers for use of the system. This does not include system development charges, late payment penalties or other types of charges.
Variable Cost	Accounting and rate setting agree on this definition. For rate setting, a variable cost is one that rises and falls as the customer uses the commodity. The simplest example is electricity used to treat and move water around. While the power company assesses a minimum charge and demand charges to the water or other utility that is "signed up" for electric service, the majority of the electric bill rises and falls with the volume of water produced by that utility. Therefore, variable costs should be recovered with unit charges.
Water Loss and Unbilled-for Water	Measured by volume or percent, the part of a water system's net water production that does not reach customers or is not billed to customers. This loss also includes billable volume lost due to under-registering customer meters. "Unbilled-for water" includes water loss, but it also includes water actually given away at no charge.
Working Capital, Net Income	The amount left in the operating fund after paying all costs due during that month, year or other time period.
Working Capital Goal or Operating Reserves Goal	The desired operating fund reserve, in dollars or percent, at a stated point in time. Small systems (1,000 connections) generally should target 35 percent or greater. Larger systems can target a lower percentage. The goal for each system should be based upon the needs of that system and the risk the customers are willing to take.

## Table and Chart Descriptions

The tables and charts of this model tell a story about the rates and finances of the utility.

The tables you first see in this model depict utility data, like the rates that were being assessed to customers during the test year, the volume of service those customers used, how much income the utility collected, what its costs were, and more. This data came from utility records. In addition, the tables in this model go beyond the utility's historical data and include projections of incomes that will be generated by the new rates, future expenses as they grow with inflation and other forward-looking features.

Tables in the middle part of the model primarily calculate new rates and fees that will generate enough revenue to pay the utility's costs over time.

The tables in the last part of the model show the results of new rates and fees. Those include the rates themselves, surcharges to rates, if appropriate, the affordability of the new rates, and reserves generated by the new rates. Many of these results as shown graphically in charts at the end of the model.

As you progress through the model, keep this story in mind. You probably understand much the math performed by the model. There is some you likely do not recognize, and that is OK. Just know that new, adequate rates were calculated based upon the utility's historical data, projected into the future.

A final note: When a numbered table or chart listed below is not in the package, that was not a mistake. It simply means that table or chart from our master program was not needed in this situation, so it was bypassed and left out.

Now, here are descriptions of the tables and charts.

<b>Name</b>	<b>What Each is or Does</b>
Definitions (List)	The meaning of terms used in this report and in rate setting generally
Return on Investment (Calculation)	A summary of financial outcomes enabled by the proposed rates
Table 1 - Rates	User rates in effect at the end of the test year. Unless rates were recently changed, these are the current rates.
Table 2 - Test Year Usage	Compilation of actual volume of service used by customers during the test year
Table 3 - Basic User Data and Operating Incomes	Basic user statistics and operating revenues, projected for 10 years, based on the assumption the modeled rates and future inflationary increases will be adopted
Table 4 - Operating Costs and Net Income	Operating costs projected for 10 years
Table 5 - Capital Improvements Program (CIP)	Capital improvements and how they will be paid over next 10 years, including debt service
Table 6 - Equipment Replacement Schedule - Detailed	If applicable, detailed schedule of equipment replacements for next 20 years
Table 7 - Equipment Replacement Annuity Calculation	If applicable, calculation of the annual annuity (yearly savings amount) needed to pay for all equipment replacements as they come due and ending with the desired balance
Table 8 - Average Cost Classification	Sumation of a target year's costs and calculation of the "cost-of-service" rate structure basis for recovery of fixed costs and variable costs. Unless directed to do otherwise, this analysis developed cost-to-serve rates based on cost classification in this table.
Table 9 - Marginal Cost Classification	If applicable, calculation of costs incurred to serve a specified type of customer
Table 10 - Initial Rate Adjustments and Resulting Revenues	These are the modeled user rates and the resulting "blended" revenues they, and the current rates, will generate during the rate adjustment year
Table 11 - AWWA Safe Operating Flow by Meter Size	If applicable, this table calculates the meter equivalent ratio, which is used for calculating peak flow capacity-based system development fees, surcharges and revenues in Tables 13 through 16 for water meters, and when applicable, capacity costs for fire sprinklers.
Table 11B - Fire Sprinkler Peak Flow Capacity Factor	If applicable, this table shows peak flow capacity shares of various size fire sprinkler systems.

Table 12 - Flow Capacity Costs	If applicable, calculation of the various costs to build base and peak flow capacity to serve customers, when such fees will be based on water meter size
Table 12B - Capacity Costs Attributable to Fire Sprinkler Systems	If applicable, nearly the same as Table 12, except it applies to fire suppression systems.
Table 13 - System Development Fees	If applicable, calculation of meter size-based system development fees needed to recover costs calculated in Table 11, when such fees will be based on water meter size.
Table 13B - System Development Fees for Fire Sprinkler Systems	If applicable, nearly the same as Table 13, except it applies to fire suppression systems
Table 14 - Revenues From System Development Fees	If applicable, calculation of total fee revenues that would be generated during one full year at the fees in Table 13.
Table 14B - Revenues From System Development Fees for Fire Sprinkler Systems	If applicable, nearly the same as Table 14, except it applies to fire suppression systems
Table 15 - Minimum Charge Fees, Including Capacity Surcharges	If applicable, calculation of meter size-based capacity surcharges and minimum charges to recover costs calculated in Table 11, when such fees will be based on water meter size
Table 15B - Sprinkler System Capacity Charges	Nearly the same as Table 15, except it applies to fire suppression systems.
Table 16 - Revenues From Minimum Charge Surcharges	If applicable, calculation of total fee revenues that would be generated during one full year at the fees in Table 15.
Table 16B - Revenues From Sprinkler System Charges	Nearly the same as Table 16, except it applies to fire suppression systems
Table 17 - Financial Capacity Indicators and Reserves	Shows the financial effects of the modeled rates, costs, etc. on the utility and on the benchmark 5,000 gallon per month residential water or sewer customer, as appropriate
Table 18 - Bills Before and After Rate Adjustments	Bills at the modeled rates are compared to those under the current rates. Note: the modeled bills do not include capacity surcharges to the minimum charges unless they are included in the minimum charges column of Table 10.
Table 19 - User Statistics	If included, this table shows volumes and percentages of use, revenue generated and other statistics
<i>Chart 1 - Operating Ratio</i>	<i>Graph of operating ratio for 10 years as a result of the modeled rates and the current rates</i>
<i>Chart 2 - Coverage Ratio</i>	<i>Graph of coverage ratios for 10 years of the modeled rates and the current rates</i>
<i>Chart 3 - 5,000 Gallon Residential User's Bill</i>	<i>Graph of the bill for the benchmark 5,000 gallon per month residential user, with smallest available meter size (used in grant and loan eligibility determinations) as a result of the modeled rates, and the current rates</i>
<i>Chart 4 - Affordability Index</i>	<i>Graph of the affordability index for 10 years of the benchmark residential user's bill (used in grant and loan eligibility determinations)</i>
<i>Chart 5 - Working Capital vs Goal</i>	<i>Graph for 10 years of total (unobligated) cash assets at modeled rates compared to the goal for total cash assets</i>
<i>Chart 6 - Value of Cash Assets Before Inflation</i>	<i>Graph for 10 years of unobligated cash assets NOT adjusted for inflation at modeled rates and current rates</i>
<i>Chart 7 - Value of Cash Assets After Inflation</i>	<i>Graph for 10 years of unobligated cash assets adjusted for inflation at modeled rates and current rates. This is the real buying power of cash reserves.</i>
<i>Chart 8 - Sum of All Reserves</i>	<i>Graph of all reserves of all kinds at the modeled rates and at the current rates</i>

## Table 1 - Rates

### Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

Unless rates were recently changed, these are the current rates. At the least, these rates were in effect at the end of the test year. If a volume range was left out of the table, in order to make it shorter, the unit charge that shows for the next lowest volume range also applies to the hidden volume range.

#### Rates in Effect at End of Test Year

Customer Type, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Billing Cycle Minimum Charge	Usage Allowance in 100s	Unit Charge per 100 Cu Ft
Res, 5/8 Inch	0	\$10.37	0.000	\$3.00
	1,337	\$10.37	0.000	\$3.00
	6,000	\$10.37	0.000	\$2.31
	750,000	\$10.37	0.000	\$2.31
Res, 3/4 Inch	0	\$15.99	0.000	\$3.00
	1,337	\$15.99	0.000	\$3.00
	6,000	\$15.99	0.000	\$2.31
	750,000	\$15.99	0.000	\$2.31
Res, 1 Inch	0	\$21.58	0.000	\$3.00
	1,337	\$21.58	0.000	\$3.00
	6,000	\$21.58	0.000	\$2.31
	750,000	\$21.58	0.000	\$2.31
Res, 1.5 Inch	0	\$40.39	0.000	\$3.00
	1,337	\$40.39	0.000	\$3.00
	6,000	\$40.39	0.000	\$2.31
	750,000	\$40.39	0.000	\$2.31
Res, 2 Inch	0	\$61.72	0.000	\$3.00
	1,337	\$61.72	0.000	\$3.00
	6,000	\$61.72	0.000	\$2.31
	750,000	\$61.72	0.000	\$2.31

**Table 1 - Rates**  
**Rates in Effect at End of Test Year**

Customer Type, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Billing Cycle Minimum Charge	Usage Allowance in 100s	Unit Charge per 100 Cu Ft
Res, 3 Inch	0	\$115.62	0.000	\$3.00
	1,337	\$115.62	0.000	\$3.00
	6,000	\$115.62	0.000	\$2.31
	750,000	\$115.62	0.000	\$2.31
Com, 5/8 Inch	0	\$10.37	0.000	\$3.00
	1,337	\$10.37	0.000	\$3.00
	6,000	\$10.37	0.000	\$2.31
	750,000	\$10.37	0.000	\$2.31
Com, 3/4 Inch	0	\$15.99	0.000	\$3.00
	1,337	\$15.99	0.000	\$3.00
	6,000	\$15.99	0.000	\$2.31
	750,000	\$15.99	0.000	\$2.31
Com, 1 Inch	0	\$21.58	0.000	\$3.00
	1,337	\$21.58	0.000	\$3.00
	6,000	\$21.58	0.000	\$2.31
	750,000	\$21.58	0.000	\$2.31
Com, 1.5 Inch	0	\$40.39	0.000	\$3.00
	1,337	\$40.39	0.000	\$3.00
	6,000	\$40.39	0.000	\$2.31
	750,000	\$40.39	0.000	\$2.31
Com, 2 Inch	0	\$61.72	0.000	\$3.00
	1,337	\$61.72	0.000	\$3.00
	6,000	\$61.72	0.000	\$2.31
	750,000	\$61.72	0.000	\$2.31

**Table 1 - Rates**  
**Rates in Effect at End of Test Year**

Customer Type, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Billing Cycle Minimum Charge	Usage Allowance in 100s	Unit Charge per 100 Cu Ft
Com, 3 Inch	0	\$115.62	0.000	\$3.00
	1,337	\$115.62	0.000	\$3.00
	6,000	\$115.62	0.000	\$2.31
	750,000	\$115.62	0.000	\$2.31
Com, 4 Inch	0	\$190.81	0.000	\$3.00
	1,337	\$190.81	0.000	\$3.00
	6,000	\$190.81	0.000	\$2.31
	750,000	\$190.81	0.000	\$2.31
Com, 6 Inch	0	\$398.93	0.000	\$3.00
	1,337	\$398.93	0.000	\$3.00
	6,000	\$398.93	0.000	\$2.31
	750,000	\$398.93	0.000	\$2.31
Hydrant Meter - RC1110	0	\$45.00	0.000	\$3.00
	1,337	\$45.00	0.000	\$3.00
	6,000	\$45.00	0.000	\$2.31
	750,000	\$45.00	0.000	\$2.31
Government - RC1115	0	\$0.00	0.000	\$0.00
	750,000	\$0.00	0.000	\$0.00
Fire Line 4 Inch - RC5000	0	\$13.20	0.000	\$0.00
	750,000	\$13.20	0.000	\$0.00
Fire Line 6 Inch - RC5005	0	\$26.44	0.000	\$0.00
	750,000	\$26.44	0.000	\$0.00
Fire Line 8 Inch - RC5010	0	\$39.71	0.000	\$0.00
	750,000	\$39.71	0.000	\$0.00

## Table 2 - Test Year Usage

### Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

This table shows usage by all customers during the test year.

Test year = the one-year period being analyzed starts: 7/1/2021

Date this model created: 6/26/2024

Residential meter readings per year: 12

Other customer readings per year: 12

Bills per year: 12

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Res, 5/8 Inch	0	266	2	35,135,479	7,613,840	4,576	26.2%	3.7%
	267	400	1	11,641,107	10,558,620	2,643	15.1%	5.1%
	401	534	1	8,003,563	10,629,900	1,899	10.9%	5.1%
	535	667	1	5,364,406	9,425,770	1,319	7.6%	4.6%
	668	801	1	3,614,779	7,877,480	900	5.2%	3.8%
	802	935	1	2,504,128	5,519,770	532	3.0%	2.7%
	936	1,069	1	1,802,978	4,079,850	341	2.0%	2.0%
	1,070	1,202	1	1,335,600	3,304,450	244	1.4%	1.6%
	1,203	1,336	1	1,031,786	2,353,310	155	0.9%	1.1%
	1,337	5,999	9	6,154,814	13,843,220	550	3.2%	6.7%
	6,000	9,999	20	486,810	1,360,810	15	0.1%	0.7%
	10,000	49,999	37	217,850	807,850	5	0.0%	0.4%
	50,000	99,999	0	0	0	0	0.0%	0.0%
	Monthly and Annual Subtotals:				77,293,300	77,374,870	13,179	75.5%
Res, 3/4 Inch	0	266	2	4,267,283	573,030	371	2.1%	0.3%
	267	400	1	1,646,130	1,117,520	278	1.6%	0.5%
	401	534	1	1,237,950	1,270,570	226	1.3%	0.6%
	535	667	1	916,981	1,125,270	158	0.9%	0.5%
	668	801	1	694,505	1,145,040	130	0.7%	0.6%
	802	935	1	524,838	891,950	86	0.5%	0.4%
	936	1,069	1	409,959	646,590	54	0.3%	0.3%
	1,070	1,202	1	334,711	568,000	42	0.2%	0.3%
	1,203	1,336	1	281,068	390,560	26	0.1%	0.2%
	1,337	5,999	14	2,757,005	4,606,000	153	0.9%	2.2%
	6,000	9,999	18	236,730	770,730	9	0.1%	0.4%
	10,000	49,999	49	118,170	308,170	2	0.0%	0.1%
	50,000	99,999	500	50,000	0	0	0.0%	0.0%
	100,000	149,999	500	50,000	0	0	0.0%	0.0%
	150,000	199,999	500	50,000	0	0	0.0%	0.0%
	200,000	249,999	500	50,000	0	0	0.0%	0.0%
	250,000	299,999	500	50,000	0	0	0.0%	0.0%
	300,000	349,999	500	50,000	0	0	0.0%	0.0%
	350,000	399,999	500	50,000	0	0	0.0%	0.0%
	400,000	449,999	500	50,000	0	0	0.0%	0.0%
	450,000	499,999	500	50,000	0	0	0.0%	0.0%
500,000	549,999	500	50,000	0	0	0.0%	0.0%	
550,000	599,999	500	50,000	0	0	0.0%	0.0%	
600,000	649,999	500	50,000	0	0	0.0%	0.0%	
650,000	699,999	500	50,000	0	0	0.0%	0.0%	
700,000	749,999	500	50,000	0	0	0.0%	0.0%	
750,000	999,990	2,500	249,990	999,990	0	0.0%	0.5%	
Monthly and Annual Subtotals:				14,375,320	14,413,420	1,534	8.8%	7.0%

## Table 2 - Test Year Usage

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Res, 1 Inch	0	266	2	675,438	42,640	66	0.4%	0.0%
	267	400	1	297,227	99,500	25	0.1%	0.0%
	401	534	1	257,111	144,410	26	0.1%	0.1%
	535	667	1	219,404	136,650	19	0.1%	0.1%
	668	801	1	190,505	164,970	19	0.1%	0.1%
	802	935	1	162,677	151,180	15	0.1%	0.1%
	936	1,069	1	145,226	91,750	8	0.0%	0.0%
	1,070	1,202	1	133,600	103,520	8	0.0%	0.1%
	1,203	1,336	1	123,422	80,240	5	0.0%	0.0%
	1,337	5,999	23	2,065,830	2,115,670	58	0.3%	1.0%
	6,000	9,999	23	428,560	978,560	11	0.1%	0.5%
	10,000	49,999	52	306,110	896,110	5	0.0%	0.4%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				5,005,110	5,005,200	263	1.5%	2.4%
Res, 1.5 Inch	0	266	3	67,380	0	0	0.0%	0.0%
	267	400	1	33,598	710	0	0.0%	0.0%
	401	534	1	32,995	4,920	1	0.0%	0.0%
	535	667	1	31,501	6,100	1	0.0%	0.0%
	668	801	1	29,244	15,340	2	0.0%	0.0%
	802	935	1	27,615	7,160	1	0.0%	0.0%
	936	1,069	1	26,056	7,740	1	0.0%	0.0%
	1,070	1,202	1	25,693	3,500	0	0.0%	0.0%
	1,203	1,336	1	25,401	0	0	0.0%	0.0%
	1,337	5,999	26	495,939	563,950	13	0.1%	0.3%
	6,000	9,999	29	88,990	84,990	1	0.0%	0.0%
	10,000	49,999	80	151,470	341,470	2	0.0%	0.2%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				1,035,880	1,035,880	21	0.1%	0.5%
Res, 2 Inch	0	266	2	35,961	400	1	0.0%	0.0%
	267	400	1	17,260	3,490	1	0.0%	0.0%
	401	534	1	15,767	5,740	1	0.0%	0.0%
	535	667	1	14,087	6,600	1	0.0%	0.0%
	668	801	1	13,132	6,180	1	0.0%	0.0%
	802	935	1	12,148	1,720	0	0.0%	0.0%
	936	1,069	1	11,515	5,900	1	0.0%	0.0%
	1,070	1,202	1	10,964	5,750	0	0.0%	0.0%
	1,203	1,336	1	10,311	3,760	0	0.0%	0.0%
	1,337	5,999	25	190,356	135,960	4	0.0%	0.1%
	6,000	9,999	31	80,550	106,550	1	0.0%	0.1%
	10,000	49,999	78	101,460	231,460	1	0.0%	0.1%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				513,510	513,510	12	0.1%	0.2%
Res, 3 Inch	0	266	1	16,840	2,700	10	0.1%	0.0%
	267	400	1	7,738	2,390	1	0.0%	0.0%
	401	534	1	7,015	1,400	0	0.0%	0.0%
	535	667	1	6,556	3,080	0	0.0%	0.0%
	668	801	1	5,781	2,840	0	0.0%	0.0%
	802	935	1	5,503	1,760	0	0.0%	0.0%
	936	1,069	1	5,229	2,020	0	0.0%	0.0%
	1,070	1,202	1	5,027	1,150	0	0.0%	0.0%
	1,203	1,336	1	4,689	5,090	0	0.0%	0.0%
	1,337	5,999	23	75,512	71,630	2	0.0%	0.0%
	6,000	9,999	34	27,440	25,440	0	0.0%	0.0%
	10,000	49,999	53	26,390	76,390	0	0.0%	0.0%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				193,720	195,890	15	0.1%	0.1%

## Table 2 - Test Year Usage

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Com, 5/8 Inch	0	266	1	1,829,681	654,320	671	3.8%	0.3%
	267	400	1	511,984	335,380	85	0.5%	0.2%
	401	534	1	414,963	252,530	45	0.3%	0.1%
	535	667	1	348,031	267,550	37	0.2%	0.1%
	668	801	1	292,103	281,140	32	0.2%	0.1%
	802	935	1	249,620	227,160	22	0.1%	0.1%
	936	1,069	1	216,095	238,020	20	0.1%	0.1%
	1,070	1,202	1	184,740	254,660	19	0.1%	0.1%
	1,203	1,336	1	159,244	205,100	14	0.1%	0.1%
	1,337	5,999	14	1,555,618	2,428,260	84	0.5%	1.2%
	6,000	9,999	19	200,250	618,250	7	0.0%	0.3%
	10,000	49,999	21	41,360	241,360	2	0.0%	0.1%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				6,003,690	6,003,730	1,038	5.9%	2.9%
Com, 3/4 Inch	0	266	2	644,146	113,130	116	0.7%	0.1%
	267	400	1	246,525	87,300	22	0.1%	0.0%
	401	534	1	215,700	96,850	17	0.1%	0.0%
	535	667	1	193,344	77,970	11	0.1%	0.0%
	668	801	1	176,096	102,700	12	0.1%	0.0%
	802	935	1	159,445	95,140	9	0.1%	0.0%
	936	1,069	1	145,936	77,620	7	0.0%	0.0%
	1,070	1,202	1	136,833	84,560	6	0.0%	0.0%
	1,203	1,336	1	126,664	88,830	6	0.0%	0.0%
	1,337	5,999	17	1,565,552	2,060,140	66	0.4%	1.0%
	6,000	9,999	27	330,370	426,370	5	0.0%	0.2%
	10,000	49,999	38	238,810	868,810	5	0.0%	0.4%
	50,000	99,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				4,179,420	4,179,420	281	1.6%	2.0%
Com, 1 Inch	0	266	2	884,478	118,900	130	0.7%	0.1%
	267	400	1	366,136	81,510	21	0.1%	0.0%
	401	534	1	339,058	82,240	15	0.1%	0.0%
	535	667	1	316,663	87,920	12	0.1%	0.0%
	668	801	1	298,269	108,830	12	0.1%	0.1%
	802	935	1	279,988	108,330	10	0.1%	0.1%
	936	1,069	1	262,867	112,600	9	0.1%	0.1%
	1,070	1,202	1	246,114	166,970	12	0.1%	0.1%
	1,203	1,336	1	229,173	130,510	9	0.0%	0.1%
	1,337	5,999	21	3,482,404	3,962,340	115	0.7%	1.9%
	6,000	9,999	28	828,760	1,244,760	13	0.1%	0.6%
	10,000	49,999	84	1,123,130	1,953,130	10	0.1%	0.9%
	50,000	99,999	181	180,950	680,950	1	0.0%	0.3%
100,000	149,999	0	0	0	0	0.0%	0.0%	
Monthly and Annual Subtotals:				8,837,990	8,838,990	369	2.1%	4.3%
Com, 1.5 Inch	0	266	2	495,520	39,370	47	0.3%	0.0%
	267	400	1	219,735	36,580	9	0.1%	0.0%
	401	534	1	208,161	38,910	7	0.0%	0.0%
	535	667	1	194,637	64,690	9	0.1%	0.0%
	668	801	1	181,882	68,780	8	0.0%	0.0%
	802	935	1	170,969	56,530	5	0.0%	0.0%
	936	1,069	1	162,891	47,650	4	0.0%	0.0%
	1,070	1,202	1	157,259	46,430	3	0.0%	0.0%
	1,203	1,336	1	152,248	40,350	3	0.0%	0.0%
	1,337	5,999	26	2,913,329	2,569,340	68	0.4%	1.2%
	6,000	9,999	27	838,470	1,186,470	13	0.1%	0.6%
	10,000	49,999	85	1,267,870	2,667,870	12	0.1%	1.3%
	50,000	99,999	46	9,120	109,120	0	0.0%	0.1%
100,000	149,999	0	0	0	0	0.0%	0.0%	
Monthly and Annual Subtotals:				6,972,090	6,972,090	189	1.1%	3.4%

## Table 2 - Test Year Usage

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Com, 2 Inch	0	266	2	797,770	46,690	48	0.3%	0.0%
	267	400	1	373,581	42,030	11	0.1%	0.0%
	401	534	1	359,919	45,480	8	0.0%	0.0%
	535	667	1	346,385	63,230	9	0.1%	0.0%
	668	801	1	331,805	82,340	9	0.1%	0.0%
	802	935	1	319,279	77,300	7	0.0%	0.0%
	936	1,069	1	307,609	65,630	6	0.0%	0.0%
	1,070	1,202	1	299,692	75,360	6	0.0%	0.0%
	1,203	1,336	1	289,937	88,600	6	0.0%	0.0%
	1,337	5,999	33	7,035,035	3,350,650	87	0.5%	1.6%
	6,000	9,999	34	3,684,240	2,364,240	25	0.1%	1.1%
	10,000	49,999	147	11,567,900	15,577,900	59	0.3%	7.5%
	50,000	99,999	246	1,891,810	4,641,810	6	0.0%	2.2%
	100,000	149,999	128	141,340	1,241,340	1	0.0%	0.6%
	150,000	199,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				27,746,300	27,762,600	288	1.6%	13.4%
Com, 3 Inch	0	266	1	165,814	2,980	45	0.3%	0.0%
	267	400	1	81,039	2,830	1	0.0%	0.0%
	401	534	1	79,880	4,880	1	0.0%	0.0%
	535	667	1	78,018	6,360	1	0.0%	0.0%
	668	801	1	77,412	3,080	0	0.0%	0.0%
	802	935	1	76,646	4,320	0	0.0%	0.0%
	936	1,069	1	75,641	8,930	1	0.0%	0.0%
	1,070	1,202	1	74,871	8,160	1	0.0%	0.0%
	1,203	1,336	1	73,349	12,520	1	0.0%	0.0%
	1,337	5,999	40	2,172,170	362,780	10	0.1%	0.2%
	6,000	9,999	36	1,502,360	780,360	8	0.0%	0.4%
	10,000	49,999	236	7,699,310	4,959,310	17	0.1%	2.4%
	50,000	99,999	351	4,210,670	3,510,670	4	0.0%	1.7%
	100,000	149,999	432	2,896,430	2,846,430	2	0.0%	1.4%
	150,000	199,999	347	1,560,190	3,510,190	2	0.0%	1.7%
	200,000	249,999	453	1,086,230	886,230	0	0.0%	0.4%
	250,000	299,999	500	1,000,000	0	0	0.0%	0.0%
	300,000	349,999	459	917,620	1,667,620	0	0.0%	0.8%
	350,000	399,999	424	636,490	1,486,490	0	0.0%	0.7%
	400,000	449,999	446	490,560	840,560	0	0.0%	0.4%
	450,000	499,999	402	361,850	911,850	0	0.0%	0.4%
	500,000	549,999	375	262,450	1,562,450	0	0.0%	0.8%
	550,000	599,999	307	122,810	1,122,810	0	0.0%	0.5%
600,000	649,999	35	6,970	1,206,970	0	0.0%	0.6%	
650,000	699,999	0	0	0	0	0.0%	0.0%	
Monthly and Annual Subtotals:				25,708,780	25,708,780	96	0.6%	12.4%

## Table 2 - Test Year Usage

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Com, 4 Inch	0	266	1	75,958	4,480	24	0.1%	0.0%
	267	400	1	38,065	1,300	0	0.0%	0.0%
	401	534	1	37,775	1,010	0	0.0%	0.0%
	535	667	1	37,567	0	0	0.0%	0.0%
	668	801	1	37,198	2,840	0	0.0%	0.0%
	802	935	1	37,032	0	0	0.0%	0.0%
	936	1,069	1	36,963	1,000	0	0.0%	0.0%
	1,070	1,202	1	36,825	1,130	0	0.0%	0.0%
	1,203	1,336	1	36,765	0	0	0.0%	0.0%
	1,337	5,999	41	1,134,893	200,540	5	0.0%	0.1%
	6,000	9,999	38	832,020	134,020	1	0.0%	0.1%
	10,000	49,999	208	4,164,190	3,864,190	13	0.1%	1.9%
	50,000	99,999	350	1,610,950	1,510,950	2	0.0%	0.7%
	100,000	149,999	295	707,780	1,907,780	1	0.0%	0.9%
	150,000	199,999	441	352,630	352,630	0	0.0%	0.2%
	200,000	249,999	446	267,580	717,580	0	0.0%	0.3%
	250,000	299,999	391	117,360	267,360	0	0.0%	0.1%
	300,000	349,999	376	75,260	325,260	0	0.0%	0.2%
	350,000	399,999	500	50,000	0	0	0.0%	0.0%
	400,000	449,999	500	50,000	0	0	0.0%	0.0%
450,000	499,999	500	50,000	0	0	0.0%	0.0%	
500,000	549,999	500	50,000	0	0	0.0%	0.0%	
550,000	599,999	500	50,000	0	0	0.0%	0.0%	
600,000	649,999	500	50,000	0	0	0.0%	0.0%	
650,000	699,999	500	50,000	0	0	0.0%	0.0%	
700,000	749,999	500	50,000	0	0	0.0%	0.0%	
750,000	1,013,070	2,631	263,070	1,013,070	0	0.0%	0.5%	
Monthly and Annual Subtotals:				10,299,880	10,305,140	48	0.3%	5.0%
Com, 6 Inch	0	266	1	3,209	0	1	0.0%	0.0%
	267	400	1	1,604	0	0	0.0%	0.0%
	401	534	1	1,604	0	0	0.0%	0.0%
	535	667	1	1,604	0	0	0.0%	0.0%
	668	801	1	1,604	0	0	0.0%	0.0%
	802	935	1	1,604	0	0	0.0%	0.0%
	936	1,069	1	1,604	0	0	0.0%	0.0%
	1,070	1,202	1	1,604	0	0	0.0%	0.0%
	1,203	1,336	1	1,604	0	0	0.0%	0.0%
	1,337	5,999	47	55,957	0	0	0.0%	0.0%
	6,000	9,999	40	48,000	0	0	0.0%	0.0%
	10,000	49,999	154	185,060	305,060	1	0.0%	0.1%
	50,000	99,999	0	0	0	0	0.0%	0.0%
	Monthly and Annual Subtotals:				305,060	305,060	2	0.0%
Hydrant Meter - RC1110	0	266	1	20,963	3,080	10	0.1%	0.0%
	267	400	1	9,609	2,390	1	0.0%	0.0%
	401	534	1	8,887	1,400	0	0.0%	0.0%
	535	667	1	8,311	4,300	1	0.0%	0.0%
	668	801	1	7,385	2,840	0	0.0%	0.0%
	802	935	1	7,062	2,650	0	0.0%	0.0%
	936	1,069	1	6,570	2,960	0	0.0%	0.0%
	1,070	1,202	1	6,364	1,150	0	0.0%	0.0%
	1,203	1,336	1	5,969	6,370	0	0.0%	0.0%
	1,337	5,999	23	96,250	86,400	3	0.0%	0.0%
	6,000	9,999	31	34,270	40,270	0	0.0%	0.0%
	10,000	49,999	111	66,390	76,390	0	0.0%	0.0%
	50,000	99,999	312	31,170	81,170	0	0.0%	0.0%
	100,000	149,999	0	0	0	0	0.0%	0.0%
Monthly and Annual Subtotals:				309,200	311,370	17	0.1%	0.2%

## Table 2 - Test Year Usage

Customer, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Use Within Each Range in 100 Cu Ft	Use in Each Range in Cu Ft	Volume of Bills That "Maxed Out" in Each Range	# of Customers That "Maxed Out" in Each Range	% of Customers That "Maxed Out" in Each Range	% of Total Use in Each Range
Government - RC1115	0	266	1	135,661	28,900	60	0.3%	0.0%
	267	400	1	67,196	19,870	5	0.0%	0.0%
	401	534	1	60,195	21,960	4	0.0%	0.0%
	535	667	1	55,680	13,300	2	0.0%	0.0%
	668	801	1	52,467	19,980	2	0.0%	0.0%
	802	935	1	49,192	18,310	2	0.0%	0.0%
	936	1,069	1	45,731	27,950	2	0.0%	0.0%
	1,070	1,202	1	42,367	23,650	2	0.0%	0.0%
	1,203	1,336	1	40,194	15,060	1	0.0%	0.0%
	1,337	5,999	30	879,728	477,450	14	0.1%	0.2%
	6,000	9,999	34	453,000	201,000	2	0.0%	0.1%
	10,000	49,999	234	2,457,420	1,957,420	6	0.0%	0.9%
	50,000	99,999	430	1,333,790	583,790	1	0.0%	0.3%
	100,000	149,999	445	1,024,330	624,330	0	0.0%	0.3%
	150,000	199,999	457	823,100	523,100	0	0.0%	0.3%
	200,000	249,999	472	708,140	458,140	0	0.0%	0.2%
	250,000	299,999	387	502,830	1,652,830	1	0.0%	0.8%
	300,000	349,999	455	318,760	668,760	0	0.0%	0.3%
	350,000	399,999	489	244,510	394,510	0	0.0%	0.2%
	400,000	449,999	500	200,000	0	0	0.0%	0.0%
	450,000	499,999	433	173,040	473,040	0	0.0%	0.2%
	500,000	549,999	500	150,000	0	0	0.0%	0.0%
	550,000	599,999	457	137,010	587,010	0	0.0%	0.3%
	600,000	649,999	500	100,000	0	0	0.0%	0.0%
	650,000	699,999	500	100,000	0	0	0.0%	0.0%
	700,000	749,999	500	100,000	0	0	0.0%	0.0%
	750,000	6,864,710	38,935	7,787,030	9,287,030	0	0.0%	4.5%
Monthly and Annual Subtotals:				18,041,370	18,077,390	104	0.6%	8.7%
Fire Line 4 Inch - RC5000	0	266	0	0	0	0	0.0%	0.0%
	267	400	0	0	0	0	0.0%	0.0%
	Monthly and Annual Subtotals:				0	0	0	0.0%
Fire Line 6 Inch - RC5005	0	266	0	0	0	0	0.0%	0.0%
	267	400	0	0	0	0	0.0%	0.0%
	Monthly and Annual Subtotals:				0	0	0	0.0%
Fire Line 8 Inch - RC5010	0	266	0	0	0	0	0.0%	0.0%
	267	400	0	0	0	0	0.0%	0.0%
	Monthly and Annual Subtotals:				0	0	0	0.0%
Grand Totals:				206,820,620	207,003,340	17,457	100%	100%

## Table 3 - Operating Incomes and Basic User Data Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

This table depicts user statistics, customer growth, and system incomes and across the board "inflationary" style rate increases through the 10th year.

### Annual Median Household Income (AMHI)

\$51,360	Census Bureau estimate of AMHI for the year 2022
\$32,452	Census Bureau estimate of AMHI for the year 2000
\$18,908	AMHI growth during this time period
2.65%	Simple annual income growth rate during this time period (used to project future household incomes)

### Test Year Growth of Customer Base and Average Tap Fee Paid per Connection

207	Number new Water connections made during test year
\$1,493	Average Water tap or installation fee assessed during the test year

This model is programmed for rates to be reset in the "Analysis Year," also called the "0 Year" column below (heading highlighted blue). Revenues will be collected at the now-current rates for the first part of the analysis year and the modeled rates for the last part of the analysis year. Thus, the revenues shown that column of the table are "blended" revenues; part collected at the old rates and part collected at the new rates. It was then assumed that all rate adjustments made after the initial (major) adjustment will be done annually on approximately the anniversary of the first adjustment. If rates will not be adjusted during the "0 Year," an adjustment (normally a revenue reduction) was calculated below to account for the late start in making the first adjustments.

### Basic User (Customer) Data

	Inflation/ Deflation (-) Factor	Analysis Year		Years Following the Analysis Year (for Which Results Have Been Projected)									
		Test Year	0 Year	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
		Starting 7/1/21	Starting 7/1/22	Starting 7/1/23	Starting 7/1/24	Starting 7/1/25	Starting 7/1/26	Starting 7/1/27	Starting 7/1/28	Starting 7/1/29	Starting 7/1/30	Starting 7/1/31	Starting 7/1/32
<b>Rate Increases Projected for Future Years</b>	N.A.	N.A.	N.A.	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
The row above shows the rate at which user charge fees should be increased for each year beyond the initial rate adjustment year. Unless stated otherwise, these should be across-the-board increases to all rates and fees and that should continue until a new rate analysis is done.													
Average Number of Customers	N.A.	17,457	17,663	17,758	17,892	18,026	18,160	18,294	18,428	18,562	18,696	18,830	18,964
Customers Added or Lost (-) Each Year	N.A.	207.0	206.4	94.5	134.0	134.0	134.0	134.0	134.0	134.0	134.0	134.0	134.0
Customer Growth or Loss (-) Rate	N.A.	1.19%	1.17%	0.53%	0.75%	0.74%	0.74%	0.73%	0.73%	0.72%	0.72%	0.71%	0.71%
Test Year (Actual) and Projected Future Years' Sales, in Cu Ft	N.A.	206,820,620	209,265,977	210,385,580	211,973,167	213,560,753	215,148,339	216,735,925	218,323,511	219,911,098	221,498,684	223,086,270	224,673,856

### Operating Incomes

User Charge Fees (Tables 10, 12, 12B, 15, 15B, 16, 16B, as applicable)	N.A.	\$7,416,108	\$7,591,735	\$8,009,335	\$11,124,147	\$11,767,184	\$12,446,716	\$13,164,782	\$13,923,538	\$14,725,258	\$15,572,341	\$16,467,319	\$17,412,864
Late Payment Charge	N.A.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Taps or Connections (Current Rate Structure)	% Above	\$309,052	\$308,156	\$141,089	\$200,063	\$200,063	\$200,063	\$200,063	\$200,063	\$200,063	\$200,063	\$200,063	\$200,063
Investment Revenue	N.A.	\$69,906	\$13,455	\$14,111	\$16,445	\$16,605	\$16,615	\$16,749	\$17,437	\$18,256	\$18,486	\$20,599	\$20,795
Other Fees and Charges (Penalties, Lease Interest)	N.A.	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922	\$112,922
Miscellaneous	N.A.	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529	\$17,529
Gain from Sale of Assets	N.A.	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Transfers In (Capital Improvement Sales Tax)	N.A.	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5
Contributed Capital - Government	N.A.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contributed Capital - Connect Fee	N.A.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contributed Capital - Developers (Infrastructure Dedicated to City, Not Cash)	N.A.	Assets	Assets	Assets	Assets	Assets	Assets	Assets	Assets	Assets	Assets	Assets	Assets
Bad Debt Allowance	N.A.	Table 4	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000	-\$39,000
Revenue Loss (-) Due to Conservation	5.0%	\$0	-\$6,574	-\$15,633	-\$116,601	-\$24,072	-\$25,438	-\$26,880	-\$28,403	-\$30,012	-\$31,710	-\$33,503	-\$35,396
<b>Total Operating Incomes</b>		<b>\$7,925,667</b>	<b>\$7,998,373</b>	<b>\$8,240,504</b>	<b>\$11,315,654</b>	<b>\$12,051,381</b>	<b>\$12,729,557</b>	<b>\$13,446,314</b>	<b>\$14,204,236</b>	<b>\$15,005,166</b>	<b>\$15,850,781</b>	<b>\$16,746,078</b>	<b>\$17,689,926</b>

**Table 4 - Operating Costs and Net Income**  
**Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure**

This table depicts expenses during the test year, this year and for the next 10 years. Some future costs will experience inflation. Those costs that go up as use goes up are increased by the cost inflation factor plus the growth rate in users. (First year costs and net incomes are <u>actual</u> , subsequent years are <u>projected</u> .)													
Expense Items	Inflation/ Deflation (-) Factor	Test Year Starting 7/1/21	Analysis Year	Years Following the Analysis Year (for Which Results Have Been Projected)									
			0 Year Starting 7/1/22	1st Year Starting 7/1/23	2nd Year Starting 7/1/24	3rd Year Starting 7/1/25	4th Year Starting 7/1/26	5th Year Starting 7/1/27	6th Year Starting 7/1/28	7th Year Starting 7/1/29	8th Year Starting 7/1/30	9th Year Starting 7/1/31	10th Year Starting 7/1/32
Advertisement	4.0%	\$94	\$98	\$101	\$105	\$110	\$114	\$119	\$123	\$128	\$133	\$139	\$144
Alliance Operations Contract	4.0%	\$2,644,799	\$2,750,591	\$2,860,615	\$2,975,039	\$3,094,041	\$3,217,802	\$3,346,514	\$3,480,375	\$3,619,590	\$3,764,374	\$3,914,949	\$4,071,547
Bad debts (One-time Allowance Adjustment)	4.0%	-\$30,177	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bill printing and mailing	4.0%	\$34,508	\$36,307	\$37,961	\$39,775	\$41,673	\$43,660	\$45,739	\$47,914	\$50,191	\$52,572	\$55,064	\$57,672
Books and periodicals	4.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building & contents insurance	4.0%	\$60,153	\$62,559	\$65,062	\$67,664	\$70,371	\$73,186	\$76,113	\$79,158	\$82,324	\$85,617	\$89,042	\$92,603
Building repairs & maintenance	4.0%	\$15,971	\$16,609	\$17,274	\$17,965	\$18,683	\$19,431	\$20,208	\$21,016	\$21,857	\$22,731	\$23,640	\$24,586
Building supplies	4.0%	\$7,854	\$8,169	\$8,495	\$8,835	\$9,188	\$9,556	\$9,938	\$10,336	\$10,749	\$11,179	\$11,626	\$12,091
Chemicals	4.0%	\$483,842	\$509,075	\$532,256	\$557,692	\$584,311	\$612,168	\$641,318	\$671,821	\$703,737	\$737,133	\$772,074	\$808,630
Claims against the City	4.0%	\$1,057	\$1,100	\$1,144	\$1,189	\$1,237	\$1,286	\$1,338	\$1,391	\$1,447	\$1,505	\$1,565	\$1,628
Construction equipment	4.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Processing Fees	4.0%	\$6,634	\$6,899	\$7,175	\$7,462	\$7,761	\$8,071	\$8,394	\$8,730	\$9,079	\$9,442	\$9,820	\$10,213
Depreciation	4.0%	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
Education and training	4.0%	\$765	\$796	\$827	\$861	\$895	\$931	\$968	\$1,007	\$1,047	\$1,089	\$1,132	\$1,178
Electricity - buildings	4.0%	\$464,973	\$489,223	\$511,499	\$535,944	\$561,525	\$588,295	\$616,308	\$645,622	\$676,294	\$708,387	\$741,965	\$777,096
Engineering and architect	4.0%	\$2,088	\$2,171	\$2,258	\$2,348	\$2,442	\$2,540	\$2,641	\$2,747	\$2,857	\$2,971	\$3,090	\$3,214
Equipment and vehicle rent	4.0%	\$2,993	\$3,112	\$3,237	\$3,366	\$3,501	\$3,641	\$3,787	\$3,938	\$4,096	\$4,259	\$4,430	\$4,607
Equipment maintenance contract	4.0%	\$1,750	\$1,820	\$1,893	\$1,969	\$2,047	\$2,129	\$2,214	\$2,303	\$2,395	\$2,491	\$2,590	\$2,694
Equipment repairs & maint	4.0%	\$68,245	\$70,974	\$73,813	\$76,766	\$79,836	\$83,030	\$86,351	\$89,805	\$93,397	\$97,133	\$101,019	\$105,059
Equipment supplies	4.0%	\$50,475	\$52,494	\$54,593	\$56,777	\$59,048	\$61,410	\$63,867	\$66,421	\$69,078	\$71,841	\$74,715	\$77,704
Food	4.0%	\$16	\$17	\$17	\$18	\$19	\$19	\$20	\$21	\$22	\$23	\$24	\$25
Internal info technology serv	4.0%	\$112,749	\$117,259	\$121,949	\$126,827	\$131,900	\$137,176	\$142,663	\$148,370	\$154,305	\$160,477	\$166,896	\$173,572
Intrnl fleet repair & mtce chg	4.0%	\$93,397	\$97,133	\$101,018	\$105,059	\$109,262	\$113,632	\$118,177	\$122,904	\$127,821	\$132,933	\$138,251	\$143,781
Lab fees	4.0%	\$9,045	\$9,407	\$9,783	\$10,174	\$10,581	\$11,005	\$11,445	\$11,903	\$12,379	\$12,874	\$13,389	\$13,924
Land and building rent	4.0%	\$63,615	\$66,160	\$68,806	\$71,558	\$74,421	\$77,397	\$80,493	\$83,713	\$87,062	\$90,544	\$94,166	\$97,932
Land improvements & maintenance	4.0%	\$1,936	\$2,013	\$2,094	\$2,178	\$2,265	\$2,355	\$2,450	\$2,547	\$2,649	\$2,755	\$2,866	\$2,980
Lubricants	4.0%	\$706	\$734	\$763	\$794	\$825	\$858	\$893	\$928	\$966	\$1,004	\$1,044	\$1,086
Miscellaneous operating exp	4.0%	\$2,802	\$2,915	\$3,031	\$3,152	\$3,278	\$3,410	\$3,546	\$3,688	\$3,835	\$3,989	\$4,148	\$4,314
Natural gas	4.0%	\$19,765	\$20,556	\$21,378	\$22,233	\$23,123	\$24,048	\$25,009	\$26,010	\$27,050	\$28,132	\$29,257	\$30,428
Non-vehicle diesel	4.0%	\$5,346	\$5,560	\$5,783	\$6,014	\$6,255	\$6,505	\$6,765	\$7,036	\$7,317	\$7,610	\$7,914	\$8,231
Office supplies	4.0%	\$1,298	\$1,349	\$1,403	\$1,460	\$1,518	\$1,579	\$1,642	\$1,707	\$1,776	\$1,847	\$1,921	\$1,997
Other contractual services (Administrative and Service Support From Other Departments)	4.0%	\$148,671	\$154,618	\$160,803	\$167,235	\$173,924	\$180,881	\$188,116	\$195,641	\$203,467	\$211,605	\$220,069	\$228,872
Other contractual services 400	4.0%	\$3,114	\$3,238	\$3,368	\$3,502	\$3,642	\$3,788	\$3,940	\$4,097	\$4,261	\$4,432	\$4,609	\$4,793
Other fleet supplies	4.0%	\$539	\$561	\$583	\$606	\$631	\$656	\$682	\$709	\$738	\$767	\$798	\$830
Other professional, engineering design	4.0%	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5
Other professional, engineering, internal	4.0%	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5
Other professional, Veolia Water Tank Maint	0.0%	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000	\$399,000
Other small equipment	4.0%	\$30,818	\$32,051	\$33,333	\$34,666	\$36,053	\$37,495	\$38,995	\$40,554	\$42,177	\$43,864	\$45,618	\$47,443
Other supplies	4.0%	\$5,824	\$6,057	\$6,299	\$6,551	\$6,813	\$7,086	\$7,369	\$7,664	\$7,970	\$8,289	\$8,621	\$8,966
Overhead expense transferred	4.0%	\$7,226	\$7,516	\$7,816	\$8,129	\$8,454	\$8,792	\$9,144	\$9,510	\$9,890	\$10,286	\$10,697	\$11,125
Payment in lieu of franchise	4.0%	\$351,937	\$366,014	\$380,655	\$395,881	\$411,716	\$428,185	\$445,313	\$463,125	\$481,650	\$500,916	\$520,953	\$541,791

### Table 4 - Operating Costs and Net Income

Expense Items	Inflation/ Deflation (-) Factor	Test Year	0 Year	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
		Starting 7/1/21	Starting 7/1/22	Starting 7/1/23	Starting 7/1/24	Starting 7/1/25	Starting 7/1/26	Starting 7/1/27	Starting 7/1/28	Starting 7/1/29	Starting 7/1/30	Starting 7/1/31	Starting 7/1/32
Permits	4.0%	\$649	\$675	\$702	\$730	\$759	\$790	\$821	\$854	\$888	\$924	\$961	\$999
Personnel cst alloc to oth prj	4.0%	-\$23,106	-\$24,030	-\$24,991	-\$25,991	-\$27,030	-\$28,112	-\$29,236	-\$30,405	-\$31,622	-\$32,887	-\$34,202	-\$35,570
Personnel related	4.0%	\$35,452	\$36,871	\$38,345	\$39,879	\$41,474	\$43,133	\$44,859	\$46,653	\$48,519	\$50,460	\$52,478	\$54,577
Personnel salary	4.0%	\$130,161	\$136,949	\$143,185	\$150,028	\$157,189	\$164,682	\$172,524	\$180,730	\$189,316	\$198,300	\$207,700	\$217,534
Postage	4.0%	\$182	\$191	\$200	\$209	\$219	\$230	\$241	\$252	\$264	\$277	\$290	\$303
Printing - general	4.0%	\$688	\$715	\$744	\$774	\$805	\$837	\$870	\$905	\$941	\$979	\$1,018	\$1,059
Propane gas	0.0%	\$457	\$457	\$457	\$457	\$457	\$457	\$457	\$457	\$457	\$457	\$457	\$457
Revenue Bonds Expense	4.0%	Table 5											
Software maintenance contracts	4.0%	\$11,496	\$11,955	\$12,434	\$12,931	\$13,448	\$13,986	\$14,546	\$15,127	\$15,732	\$16,362	\$17,016	\$17,697
Street repairs and maintenance	4.0%	\$85,965	\$89,404	\$92,980	\$96,699	\$100,567	\$104,590	\$108,773	\$113,124	\$117,649	\$122,355	\$127,250	\$132,340
Telephone	0.0%	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049	\$10,049
Transfer to general cap imp fd	4.0%	\$1,103	\$1,147	\$1,192	\$1,240	\$1,290	\$1,341	\$1,395	\$1,451	\$1,509	\$1,569	\$1,632	\$1,697
Travel	4.0%	\$381	\$396	\$412	\$429	\$446	\$463	\$482	\$501	\$521	\$542	\$564	\$586
Vehicle gasoline	4.0%	\$46,110	\$47,954	\$49,872	\$51,867	\$53,942	\$56,100	\$58,344	\$60,677	\$63,104	\$65,629	\$68,254	\$70,984
Vehicle insurance	4.0%	\$8,682	\$9,030	\$9,391	\$9,767	\$10,157	\$10,564	\$10,986	\$11,426	\$11,883	\$12,358	\$12,852	\$13,366
Vehicles	4.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water lines supplies	4.0%	Table 5											
Water main extensions	4.0%	Table 5											
Water main replacements	4.0%	Table 5											
Water meters	4.0%	Table 5											
Water system improvements	4.0%	Table 5											
<b>Water Fleet Annual Replacement Costs</b>	0.0%	\$0	\$0	\$736,800	\$574,111	\$321,666	\$149,461	\$168,342	\$206,451	\$42,691	\$597,917	\$349,680	\$349,680
<b>User Charge Analysis Services</b>	5.0%	\$0	\$18,457	\$0	\$0	\$20,349	\$0	\$0	\$22,435	\$0	\$0	\$24,734	\$0
Total CIP-related Payouts	N.A.	Table 5											
<b>Total Operating Costs</b>		<b>\$5,382,095</b>	<b>\$5,644,374</b>	<b>\$6,577,859</b>	<b>\$6,641,974</b>	<b>\$6,646,136</b>	<b>\$6,699,688</b>	<b>\$6,974,932</b>	<b>\$7,302,523</b>	<b>\$7,394,503</b>	<b>\$8,239,496</b>	<b>\$8,317,833</b>	<b>\$8,607,515</b>
Net Income (or Loss)		\$2,543,572	\$2,353,999	\$1,662,645	\$4,673,680	\$5,405,245	\$6,029,868	\$6,471,382	\$6,901,713	\$7,610,663	\$7,611,285	\$8,428,246	\$9,082,412
Working Capital Goal: 25%	In Dollars, That is:	\$1,345,524	\$1,411,094	\$1,644,465	\$1,660,494	\$1,661,534	\$1,674,922	\$1,743,733	\$1,825,631	\$1,848,626	\$2,059,874	\$2,079,458	\$2,151,879

Notes: It was assumed most costs will inflate by 4.0 percent per year. Costs highlighted green will also rise with growth in customers and their use. The City's water fleet replacement schedule ended at 2032, so the last two years of that cost item (highlighted pink) are the average annual costs of the eight years included in the schedule.

**Table 5 - Capital Improvement Program (CIP)**  
**Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure**

This table depicts capital improvements and their funding. Costs reflect inflation.	Analysis Year		Years Following the Analysis Year (for Which Improvement Projects, Costs, Funding, etc. Have Been Projected)									
	Test Year	0 Year	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting
	7/1/21	7/1/22	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27	7/1/28	7/1/29	7/1/30	7/1/31	7/1/32
<b>Planned Spending, Debt-paid Portion of Projects (CIP costs to be funded with loans are shown in this section.)</b>												
Total Debt-paid Portion of Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Planned Spending, Grant-paid Portion of Projects (CIP costs to be grant-funded are shown here.)</b>												
Lead Service Line Replacement	\$0	\$0	\$0	\$0	\$314,962	\$327,560	\$340,663	\$354,289	\$368,461	\$383,199	\$398,527	\$414,468
Total Grant-paid Portion of Projects	\$0	\$0	\$0	\$0	\$314,962	\$327,560	\$340,663	\$354,289	\$368,461	\$383,199	\$398,527	\$414,468
<b>Planned Spending, Cash-paid Portion of Projects (CIP costs to be funded from reserves are shown here.)</b>												
2" Line Replacement	\$0	\$0	\$135,200	\$140,608	\$146,232	\$152,082	\$158,165	\$164,491	\$171,071	\$177,914	\$185,031	\$192,432
Water Tank Asset Management Program	\$0	\$0	\$416,000	\$432,640	\$449,946	\$467,943	\$486,661	\$415,025	\$431,626	\$448,891	\$466,846	\$485,520
Lead Service Line Inventory	\$0	\$0	\$260,000	\$270,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lead Service Line Replacement	\$0	\$0	\$0	\$0	\$314,962	\$327,560	\$340,663	\$354,289	\$368,461	\$383,199	\$398,527	\$414,468
Modifications to Filter Gallery Piping	\$49,865	\$140,874	\$152,741	\$1,173,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lime System Improvements	\$0	\$84,360	\$507,191	\$5,040,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SCADA Improvements	\$0	\$0	\$0	\$108,160	\$821,151	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bertling Street 30 inch Water Main	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Booster Pump for Carbonic Acid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stabilization Tank Addition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aerator Bypass Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plant 1 Residuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Conversion to Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,833,833
New Filter Influent Bypass	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Addition of Primary SCU 4 & Secondary SSB 4	\$0	\$0	\$234,208	\$0	\$787,405	\$9,574,800	\$0	\$0	\$0	\$0	\$0	\$0
College Booster Pump Station	\$0	\$0	\$0	\$0	\$2,924,646	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meadowbrook Standpipe Booster Pump Station	\$0	\$0	\$0	\$0	\$0	\$0	\$1,946,645	\$0	\$0	\$0	\$0	\$0
Gordonville Tank Booster Pump Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,530,638	\$0	\$0	\$0	\$0
LaSalle Standpipe Booster Pump Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,052,854	\$0	\$0
High Priority Watermain Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$4,866,612	\$2,530,638	\$2,631,864	\$2,737,138	\$2,846,624	\$2,960,489
Medium Priority Watermain Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Maintenance Shop	\$0	\$0	\$52,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Corrosion Control	\$0	\$0	\$0	\$0	\$427,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Polymer Feed Modifications	\$0	\$0	\$0	\$0	\$674,918	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Filter Rehab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,435,722
Grant Acquisition Costs, Estimated at: 1.0%	\$0	\$0	\$0	\$0	\$3,150	\$3,276	\$3,407	\$3,543	\$3,685	\$3,832	\$3,985	\$4,145
Total Cash-paid Portion of Projects	\$49,865	\$225,234	\$1,757,340	\$7,164,882	\$6,549,858	\$10,525,661	\$7,802,152	\$5,998,624	\$3,606,706	\$5,803,828	\$3,901,013	\$18,326,608
<b>Total CIP Costs</b>	<b>\$49,865</b>	<b>\$225,234</b>	<b>\$1,757,340</b>	<b>\$7,164,882</b>	<b>\$6,864,820</b>	<b>\$10,853,221</b>	<b>\$8,142,815</b>	<b>\$6,352,914</b>	<b>\$3,975,167</b>	<b>\$6,187,027</b>	<b>\$4,299,540</b>	<b>\$18,741,077</b>

## Table 5 - Capital Improvement Program (CIP)

This table depicts capital improvements and their funding. Costs reflect inflation.

	Analysis Year		Years Following the Analysis Year (for Which Improvement Projects, Costs, Funding, etc. Have Been Projected)									
	Test Year	0 Year	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year
	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting	Starting
	7/1/21	7/1/22	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27	7/1/28	7/1/29	7/1/30	7/1/31	7/1/32

### Debt Repayment

Existing Debt Payments (Following is debt that was initiated during the test year or earlier.)

Waterworks Refunding Revenue Bonds, Series 2019	\$0	\$894,750	\$894,350	\$892,950	\$890,550	\$892,150	\$892,550	\$894,450	\$890,600	\$891,150	\$890,950	\$0
Total Debt Payments	\$0	\$894,750	\$894,350	\$892,950	\$890,550	\$892,150	\$892,550	\$894,450	\$890,600	\$891,150	\$890,950	\$0
<b>Total CIP-related Payouts</b>	<b>\$49,865</b>	<b>\$1,119,984</b>	<b>\$2,651,690</b>	<b>\$8,057,832</b>	<b>\$7,755,370</b>	<b>\$11,745,371</b>	<b>\$9,035,365</b>	<b>\$7,247,364</b>	<b>\$4,865,767</b>	<b>\$7,078,177</b>	<b>\$5,190,490</b>	<b>\$18,741,077</b>

(This is the total cash required for this CIP and debt payment schedule. These amounts must come from utility income, reserves or outside sources, as shown in the next

### CIP Fund Sources (Following are the sources and amounts of funds expected to pay for the above CIP schedule.)

#### Cash Reserves (Internal Funds)

Debt and CIP Reserves Starting Balance	\$0	\$8,697,018	\$10,639,404	\$10,829,776	\$8,846,191	\$8,186,911	\$4,149,318	\$3,140,174	\$4,329,719	\$8,706,675	\$10,785,868	\$15,818,284
Working Capital Transferred in	\$8,146,883	\$2,288,430	\$1,429,274	\$4,657,651	\$5,404,204	\$6,016,480	\$6,402,571	\$6,819,815	\$7,587,668	\$7,400,037	\$8,408,661	\$9,009,991
Debt and CIP Reserves Interest Earned (or Paid)	\$0	\$173,940	\$212,788	\$216,596	\$176,924	\$163,738	\$82,986	\$62,803	\$86,594	\$174,134	\$215,717	\$316,366
Transfers In (Capital Improvement Sales Tax)	\$600,000	\$600,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
Total Available Internal Funds	\$8,746,883	\$11,759,388	\$13,481,466	\$16,904,023	\$15,627,319	\$15,567,130	\$11,834,876	\$11,222,793	\$13,203,981	\$17,480,846	\$20,610,247	\$26,344,641

#### Grant and Loan Proceeds (External Funds)

Grants Assumed in Second Sub-section Above	\$0	\$0	\$0	\$0	\$314,962	\$327,560	\$340,663	\$354,289	\$368,461	\$383,199	\$398,527	\$414,468
Total Available External Funds	\$0	\$0	\$0	\$0	\$314,962	\$327,560	\$340,663	\$354,289	\$368,461	\$383,199	\$398,527	\$414,468

<b>Total Available Funds</b>	<b>\$8,746,883</b>	<b>\$11,759,388</b>	<b>\$13,481,466</b>	<b>\$16,904,023</b>	<b>\$15,942,281</b>	<b>\$15,894,690</b>	<b>\$12,175,539</b>	<b>\$11,577,083</b>	<b>\$13,572,442</b>	<b>\$17,864,045</b>	<b>\$21,008,774</b>	<b>\$26,759,109</b>
------------------------------	--------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------	---------------------

### Outcomes

(This CIP spending and funding plan will result in the following cash needs and ending balances each year.)

<b>Total Available Funds</b>	<b>\$8,746,883</b>	<b>\$11,759,388</b>	<b>\$13,481,466</b>	<b>\$16,904,023</b>	<b>\$15,942,281</b>	<b>\$15,894,690</b>	<b>\$12,175,539</b>	<b>\$11,577,083</b>	<b>\$13,572,442</b>	<b>\$17,864,045</b>	<b>\$21,008,774</b>	<b>\$26,759,109</b>
<b>Total CIP-related Payouts</b>	<b>\$49,865</b>	<b>\$1,119,984</b>	<b>\$2,651,690</b>	<b>\$8,057,832</b>	<b>\$7,755,370</b>	<b>\$11,745,371</b>	<b>\$9,035,365</b>	<b>\$7,247,364</b>	<b>\$4,865,767</b>	<b>\$7,078,177</b>	<b>\$5,190,490</b>	<b>\$18,741,077</b>
<b>Debt and CIP Reserves Ending Balances</b>	<b>\$8,697,018</b>	<b>\$10,639,404</b>	<b>\$10,829,776</b>	<b>\$8,846,191</b>	<b>\$8,186,911</b>	<b>\$4,149,318</b>	<b>\$3,140,174</b>	<b>\$4,329,719</b>	<b>\$8,706,675</b>	<b>\$10,785,868</b>	<b>\$15,818,284</b>	<b>\$8,018,033</b>

Notes: The City has a capital improvements plant to make significant, long-term improvements. That plan was brought into this table. The most recent plan updates and additions, received in June, 2024, are highlighted green. I assumed you will use the full water allotment of that tax for to fund water improvements starting this year. That is highlighted gold.

## Table 8 - Average Cost Classification

### Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

This table distributes costs from a representative year (the "average rate structure basis year") to fixed and variable categories (see Definitions) in order to calculate the "cost of service" rate structure for that year.

The average rate structure basis year runs from: 7/1/2026 through 6/30/2027					
Cost Items During the Basis Year	Cost During Basis Year	Fixed Cost %	Variable Cost %	Fixed Cost	Variable Cost
Advertisement	\$114	100.0%	0.0%	\$114	\$0
Alliance Operations Contract	\$3,217,802	15.0%	85.0%	\$482,670	\$2,735,132
Bad debts (One-time Allowance Adjustment)	\$0	25.0%	75.0%	\$0	\$0
Bill printing and mailing	\$43,660	100.0%	0.0%	\$43,660	\$0
Books and periodicals	\$0	100.0%	0.0%	\$0	\$0
Building & contents insurance	\$73,186	100.0%	0.0%	\$73,186	\$0
Building repairs & maintenance	\$19,431	100.0%	0.0%	\$19,431	\$0
Building supplies	\$9,556	100.0%	0.0%	\$9,556	\$0
Chemicals	\$612,168	0.0%	100.0%	\$0	\$612,168
Claims against the City	\$1,286	25.0%	75.0%	\$322	\$965
Construction equipment	\$0	100.0%	0.0%	\$0	\$0
Credit Card Processing Fees	\$8,071	25.0%	75.0%	\$2,018	\$6,053
Depreciation	\$0	25.1%	74.9%	\$0	\$0
Education and training	\$931	100.0%	0.0%	\$931	\$0
Electricity - buildings	\$588,295	0.0%	100.0%	\$0	\$588,295
Engineering and architect	\$2,540	25.1%	74.9%	\$638	\$1,902
Equipment and vehicle rent	\$3,641	25.1%	74.9%	\$914	\$2,727
Equipment maintenance contract	\$2,129	25.1%	74.9%	\$534	\$1,595
Equipment repairs & maint	\$83,030	25.1%	74.9%	\$20,841	\$62,189
Equipment supplies	\$61,410	25.1%	74.9%	\$15,414	\$45,996
Food	\$19	25.0%	75.0%	\$5	\$15
Internal info technology serv	\$137,176	100.0%	0.0%	\$137,176	\$0
Intrnl fleet repair & mtce chg	\$113,632	25.1%	74.9%	\$28,522	\$85,110
Lab fees	\$11,005	33.0%	67.0%	\$3,632	\$7,373
Land and building rent	\$77,397	25.1%	74.9%	\$19,427	\$57,971
Land improvements & maintenance	\$2,355	100.0%	0.0%	\$2,355	\$0
Lubricants	\$858	25.1%	74.9%	\$215	\$643
Miscellaneous operating exp	\$3,410	25.0%	75.0%	\$852	\$2,557
Natural gas	\$24,048	100.0%	0.0%	\$24,048	\$0
Non-vehicle diesel	\$6,505	25.1%	74.9%	\$1,633	\$4,872
Office supplies	\$1,579	100.0%	0.0%	\$1,579	\$0
Other contractual services (Administrative and Service Support From Other Departments)	\$180,881	100.0%	0.0%	\$180,881	\$0
Other contractual services 400	\$3,788	25.1%	74.9%	\$951	\$2,837
Other fleet supplies	\$656	25.0%	75.0%	\$164	\$492
Other professional, engineering design	\$0	25.1%	74.9%	\$0	\$0
Other professional, engineering, internal	\$0	25.1%	74.9%	\$0	\$0
Other professional, Veolia Water Tank Maint	\$399,000	25.1%	74.9%	\$100,149	\$298,851
Other small equipment	\$37,495	25.1%	74.9%	\$9,411	\$28,084
Other supplies	\$7,086	25.0%	75.0%	\$1,771	\$5,314

**Table 8 - Average Cost Classification**

Cost Items During the Basis Year	Cost During Basis Year	Fixed Cost %	Variable Cost %	Fixed Cost	Variable Cost
Overhead expense transferred	\$8,792	100.0%	0.0%	\$8,792	\$0
Payment in lieu of franchise	\$428,185	25.0%	75.0%	\$107,046	\$321,139
Permits	\$790	100.0%	0.0%	\$790	\$0
Personnel cst alloc to oth prj	\$0	100.0%	0.0%	\$0	\$0
Personnel related	\$43,133	100.0%	0.0%	\$43,133	\$0
Personnel salary	\$164,682	100.0%	0.0%	\$164,682	\$0
Postage	\$230	100.0%	0.0%	\$230	\$0
Printing - general	\$837	100.0%	0.0%	\$837	\$0
Propane gas	\$457	100.0%	0.0%	\$457	\$0
Revenue Bonds Expense	\$0	25.1%	74.9%	\$0	\$0
Software maintenance contracts	\$13,986	100.0%	0.0%	\$13,986	\$0
Street repairs and maintenance	\$104,590	100.0%	0.0%	\$104,590	\$0
Telephone	\$10,049	100.0%	0.0%	\$10,049	\$0
Transfer to general cap imp fd	\$1,341	100.0%	0.0%	\$1,341	\$0
Travel	\$463	100.0%	0.0%	\$463	\$0
Vehicle gasoline	\$56,100	25.1%	74.9%	\$14,081	\$42,019
Vehicle insurance	\$10,564	25.1%	74.9%	\$2,651	\$7,912
Vehicles	\$0	25.1%	74.9%	\$0	\$0
<b>Average Water Fleet Annual Replacement Costs</b>	\$279,744	25.1%	74.9%	\$70,216	\$209,528
<b>User Charge Analysis Services</b>	\$0	25.1%	74.9%	\$0	\$0
<b>Total CIP-related Payouts, Less Capacity Charges From Tables 14 &amp; 16 (This value can be negative)</b>	\$8,941,624	25.1%	74.9%	\$2,244,348	\$6,697,277
<b>Grand Total Costs, Weighted Avg Percentages</b>	\$15,799,707	25.1%	74.9%	\$3,970,691	\$11,829,016

<b>Bases for Cost to Serve Rate Structure</b>		100%	\$15,799,707
Number Customers During Basis Year	18,160	Unbilled-for Water for the test year is Estimated at	4%
Billed Volume, in Cu Ft, During Basis Year	215,148,339	Unbilled-for Water is Estimated at This % of Average Cost (Marginal Cost)	51%
Average Fixed Cost per User per Month During Basis Year	\$18.22	At Recommended Unit Charge Rates, Resulting Marginal Cost of Unbilled-for Water	\$195,543
Average Variable Cost to Produce per 100 Cu Ft During Basis Year	\$5.50	Test Year Customer Volume, in Cu Ft	206,820,620
Cu Ft per Billing Cycle Used by Average Residential Customer	489	+ Test Year Unbilled-for Water, in Cu Ft	8,023,980
		Total Test Year Volume, in Cu Ft, From Master Meter Readings	214,844,600

## Table 9 - Marginal Cost Classification

### Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

The utility incurs "marginal" costs. These costs are unavoidable. Thus, the utility must collect minimal fees from various customers to "break even" on a marginal cost basis. Costs vary by customer type and volume used.

Below, it is assumed that marginal variable costs are being calculated for: **Unaccounted-for Water**

The marginal rate structure basis year runs from: 7/1/2026 through 6/30/2027

Cost Items During the Basis Year	Fixed Cost	Variable Cost	Marginal Fixed Cost %	Marginal Variable Cost %	Marginal Fixed Cost	Marginal Variable Cost
Advertisement	\$114	\$0	10%	10%	\$11	\$0
Alliance Operations Contract	\$482,670	\$2,735,132	50%	50%	\$241,335	\$1,367,566
Bad debts (One-time Allowance Adjustment)	\$0	\$0	0%	0%	\$0	\$0
Bill printing and mailing	\$43,660	\$0	0%	0%	\$0	\$0
Books and periodicals	\$0	\$0	10%	10%	\$0	\$0
Building & contents insurance	\$73,186	\$0	10%	10%	\$7,319	\$0
Building repairs & maintenance	\$19,431	\$0	10%	10%	\$1,943	\$0
Building supplies	\$9,556	\$0	10%	10%	\$956	\$0
Chemicals	\$0	\$612,168	100%	100%	\$0	\$612,168
Claims against the City	\$322	\$965	25%	25%	\$80	\$241
Construction equipment	\$0	\$0	25%	25%	\$0	\$0
Credit Card Processing Fees	\$2,018	\$6,053	10%	10%	\$202	\$605
Depreciation	\$0	\$0	75%	75%	\$0	\$0
Education and training	\$931	\$0	10%	10%	\$93	\$0
Electricity - buildings	\$0	\$588,295	100%	100%	\$0	\$588,295
Engineering and architect	\$638	\$1,902	25%	25%	\$159	\$476
Equipment and vehicle rent	\$914	\$2,727	10%	10%	\$91	\$273
Equipment maintenance contract	\$534	\$1,595	10%	10%	\$53	\$159
Equipment repairs & maint	\$20,841	\$62,189	10%	10%	\$2,084	\$6,219
Equipment supplies	\$15,414	\$45,996	10%	10%	\$1,541	\$4,600
Food	\$5	\$15	10%	10%	\$0	\$1
Internal info technology serv	\$137,176	\$0	10%	10%	\$13,718	\$0
Intrnl fleet repair & mtce chg	\$28,522	\$85,110	10%	10%	\$2,852	\$8,511
Lab fees	\$3,632	\$7,373	10%	10%	\$363	\$737
Land and building rent	\$19,427	\$57,971	10%	10%	\$1,943	\$5,797
Land improvements & maintenance	\$2,355	\$0	10%	10%	\$236	\$0
Lubricants	\$215	\$643	10%	10%	\$22	\$64
Miscellaneous operating exp	\$852	\$2,557	10%	10%	\$85	\$256
Natural gas	\$24,048	\$0	10%	10%	\$2,405	\$0
Non-vehicle diesel	\$1,633	\$4,872	10%	10%	\$163	\$487
Office supplies	\$1,579	\$0	10%	10%	\$158	\$0
Other contractual services (Administrative and Service Support From Other Departments)	\$180,881	\$0	10%	10%	\$18,088	\$0
Other contractual services 400	\$951	\$2,837	10%	10%	\$95	\$284

**Table 9 - Marginal Cost Classification**

Cost Items During the Basis Year	Fixed Cost	Variable Cost	Marginal Fixed Cost %	Marginal Variable Cost %	Marginal Fixed Cost	Marginal Variable Cost
Other fleet supplies	\$164	\$492	10%	10%	\$16	\$49
Other professional, engineering design	\$0	\$0	25%	25%	\$0	\$0
Other professional, engineering, internal	\$0	\$0	25%	25%	\$0	\$0
Other professional, Veolia Water Tank Maint	\$100,149	\$298,851	15%	15%	\$15,323	\$45,724
Other small equipment	\$9,411	\$28,084	10%	10%	\$941	\$2,808
Other supplies	\$1,771	\$5,314	10%	10%	\$177	\$531
Overhead expense transferred	\$8,792	\$0	10%	10%	\$879	\$0
Payment in lieu of franchise	\$107,046	\$321,139	15%	15%	\$16,378	\$49,134
Permits	\$790	\$0	10%	10%	\$79	\$0
Personnel cst alloc to oth prj	\$0	\$0	10%	10%	\$0	\$0
Personnel related	\$43,133	\$0	10%	10%	\$4,313	\$0
Personnel salary	\$164,682	\$0	10%	10%	\$16,468	\$0
Postage	\$230	\$0	10%	10%	\$23	\$0
Printing - general	\$837	\$0	10%	10%	\$84	\$0
Propane gas	\$457	\$0	10%	10%	\$46	\$0
Revenue Bonds Expense	\$0	\$0	10%	10%	\$0	\$0
Software maintenance contracts	\$13,986	\$0	10%	10%	\$1,399	\$0
Street repairs and maintenance	\$104,590	\$0	50%	50%	\$52,295	\$0
Telephone	\$10,049	\$0	10%	10%	\$1,005	\$0
Transfer to general cap imp fd	\$1,341	\$0	10%	10%	\$134	\$0
Travel	\$463	\$0	10%	10%	\$46	\$0
Vehicle gasoline	\$14,081	\$42,019	10%	10%	\$1,408	\$4,202
Vehicle insurance	\$2,651	\$7,912	10%	10%	\$265	\$791
Vehicles	\$0	\$0	10%	10%	\$0	\$0
Water lines supplies	\$0	\$0	10%	10%	\$0	\$0
Water main extensions	\$0	\$0	10%	10%	\$0	\$0
Water main replacements	\$0	\$0	50%	50%	\$0	\$0
Water meters	\$0	\$0	10%	10%	\$0	\$0
Water system improvements	\$0	\$0	10%	10%	\$0	\$0
<b>Average Water Fleet Annual Replacement Costs</b>	<b>\$70,216</b>	<b>\$209,528</b>	<b>10%</b>	<b>10%</b>	<b>\$7,022</b>	<b>\$20,953</b>
<b>User Charge Analysis Services</b>	<b>\$0</b>	<b>\$0</b>	<b>10%</b>	<b>10%</b>	<b>\$0</b>	<b>\$0</b>
<b>Total CIP-related Payouts, Less Capacity Charges From Tables 14 &amp; 16 (This value can be negative)</b>	<b>\$2,244,348</b>	<b>\$6,697,277</b>	<b>50%</b>	<b>50%</b>	<b>\$1,122,174</b>	<b>\$3,348,638</b>
<b>Grand Total All Costs</b>	<b>\$3,970,691</b>	<b>\$11,829,016</b>			<b>\$1,536,471</b>	<b>\$6,069,571</b>
		<b>\$15,799,707</b>				<b>\$7,606,042</b>
<b>Marginal Fixed and Variable Cost Bases</b> (For the Customer Type(s) Listed Above)					<b>Monthly Marginal Fixed Cost per Customer</b>	<b>Marginal Variable Cost per 100 Cu Ft</b>
					\$7.05	
<b>Marginal Fixed Cost as a Percent of Total Fixed Cost:</b>					<b>39%</b>	<b>\$2.82</b>
<b>Marginal Variable Cost as a Percent of Total Variable Cost:</b>						<b>51%</b>

# Table 10 - Initial Rate Adjustments and Resulting Revenues

## Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure

This table calculates a new set of user charge rates and the revenues they would generate.

After rate adjustments are made, customers will be billed monthly.

Following are Blended Sales Revenues: Sales at the current (Test Year) rates (gray highlighted column) will apply until rates are adjusted. Sales at the modeled rates (yellow highlighted column) would apply after the modeled rates are adopted. Adding both together, the "blended" sales revenues show in the right-most column.

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
Res, 5/8 Inch	0	266	\$1	\$17.45	0.000	\$3.9613	\$2,350,094	\$2,350,095
	267	400	\$1	\$17.45	0.000	\$3.96	\$1,014,532	\$1,014,533
	401	534	\$0	\$17.45	0.000	\$3.96	\$714,767	\$714,767
	535	667	\$0	\$17.45	0.000	\$3.96	\$488,595	\$488,595
	668	801	\$0	\$17.45	0.000	\$3.96	\$331,635	\$331,635
	802	935	\$0	\$17.45	0.000	\$3.96	\$210,545	\$210,545
	936	1,069	\$0	\$17.45	0.000	\$3.96	\$142,879	\$142,879
	1,070	1,202	\$0	\$17.45	0.000	\$3.96	\$104,018	\$104,018
	1,203	1,336	\$0	\$17.45	0.000	\$3.96	\$73,312	\$73,312
	1,337	5,999	\$0	\$17.45	0.000	\$3.96	\$359,016	\$359,017
	6,000	9,999	\$0	\$17.45	0.000	\$3.96	\$22,512	\$22,512
	10,000	49,999	\$0	\$17.45	0.000	\$3.96	\$9,659	\$9,659
50,000	99,999	\$0	\$17.45	0.000	\$3.96	\$0	\$0	
Res, 3/4 Inch	0	266	\$0	\$20.15	0.000	\$3.96	\$258,688	\$258,688
	267	400	\$0	\$20.15	0.000	\$3.96	\$132,409	\$132,409
	401	534	\$0	\$20.15	0.000	\$3.96	\$103,787	\$103,787
	535	667	\$0	\$20.15	0.000	\$3.96	\$74,468	\$74,468
	668	801	\$0	\$20.15	0.000	\$3.96	\$59,026	\$59,026
	802	935	\$0	\$20.15	0.000	\$3.96	\$41,505	\$41,505
	936	1,069	\$0	\$20.15	0.000	\$3.96	\$29,317	\$29,317
	1,070	1,202	\$0	\$20.15	0.000	\$3.96	\$23,374	\$23,374
	1,203	1,336	\$0	\$20.15	0.000	\$3.96	\$17,360	\$17,360
	1,337	5,999	\$0	\$20.15	0.000	\$3.96	\$146,149	\$146,149
	6,000	9,999	\$0	\$20.15	0.000	\$3.96	\$11,493	\$11,493
	10,000	49,999	\$0	\$20.15	0.000	\$3.96	\$5,145	\$5,145
	50,000	99,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	100,000	149,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	150,000	199,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	200,000	249,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	250,000	299,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	300,000	349,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	350,000	399,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
	400,000	449,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981
450,000	499,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
500,000	549,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
550,000	599,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
600,000	649,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
650,000	699,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
700,000	749,999	\$0	\$20.15	0.000	\$3.96	\$1,981	\$1,981	
750,000	999,990	\$0	\$20.15	0.000	\$3.96	\$9,923	\$9,923	

**Table 10 - Initial Rate Adjustments and Resulting Revenues**

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
Res, 1 Inch	0	266	\$0	\$27.19	0.000	\$3.96	\$48,209	\$48,209
	267	400	\$0	\$27.19	0.000	\$3.96	\$19,822	\$19,822
	401	534	\$0	\$27.19	0.000	\$3.96	\$18,532	\$18,532
	535	667	\$0	\$27.19	0.000	\$3.96	\$14,918	\$14,918
	668	801	\$0	\$27.19	0.000	\$3.96	\$13,637	\$13,637
	802	935	\$0	\$27.19	0.000	\$3.96	\$11,202	\$11,202
	936	1,069	\$0	\$27.19	0.000	\$3.96	\$8,254	\$8,254
	1,070	1,202	\$0	\$27.19	0.000	\$3.96	\$7,767	\$7,767
	1,203	1,336	\$0	\$27.19	0.000	\$3.96	\$6,602	\$6,602
	1,337	5,999	\$0	\$27.19	0.000	\$3.96	\$100,867	\$100,867
	6,000	9,999	\$0	\$27.19	0.000	\$3.96	\$20,539	\$20,539
10,000	49,999	\$0	\$27.19	0.000	\$3.96	\$13,730	\$13,730	
50,000	99,999	\$0	\$27.19	0.000	\$3.96	\$0	\$0	
Res, 1.5 Inch	0	266	\$0	\$50.89	0.000	\$3.96	\$2,669	\$2,669
	267	400	\$0	\$50.89	0.000	\$3.96	\$1,433	\$1,433
	401	534	\$0	\$50.89	0.000	\$3.96	\$1,816	\$1,816
	535	667	\$0	\$50.89	0.000	\$3.96	\$1,757	\$1,757
	668	801	\$0	\$50.89	0.000	\$3.96	\$2,227	\$2,227
	802	935	\$0	\$50.89	0.000	\$3.96	\$1,501	\$1,501
	936	1,069	\$0	\$50.89	0.000	\$3.96	\$1,439	\$1,439
	1,070	1,202	\$0	\$50.89	0.000	\$3.96	\$1,170	\$1,170
	1,203	1,336	\$0	\$50.89	0.000	\$3.96	\$1,006	\$1,006
	1,337	5,999	\$0	\$50.89	0.000	\$3.96	\$27,737	\$27,737
	6,000	9,999	\$0	\$50.89	0.000	\$3.96	\$4,136	\$4,136
10,000	49,999	\$0	\$50.89	0.000	\$3.96	\$6,967	\$6,967	
50,000	99,999	\$0	\$50.89	0.000	\$3.96	\$0	\$0	
Res, 2 Inch	0	266	\$0	\$68.51	0.000	\$3.96	\$2,521	\$2,521
	267	400	\$0	\$68.51	0.000	\$3.96	\$1,369	\$1,369
	401	534	\$0	\$68.51	0.000	\$3.96	\$1,447	\$1,447
	535	667	\$0	\$68.51	0.000	\$3.96	\$1,312	\$1,312
	668	801	\$0	\$68.51	0.000	\$3.96	\$1,068	\$1,068
	802	935	\$0	\$68.51	0.000	\$3.96	\$618	\$618
	936	1,069	\$0	\$68.51	0.000	\$3.96	\$867	\$867
	1,070	1,202	\$0	\$68.51	0.000	\$3.96	\$777	\$777
	1,203	1,336	\$0	\$68.51	0.000	\$3.96	\$614	\$614
	1,337	5,999	\$0	\$68.51	0.000	\$3.96	\$10,966	\$10,966
	6,000	9,999	\$0	\$68.51	0.000	\$3.96	\$4,081	\$4,081
10,000	49,999	\$0	\$68.51	0.000	\$3.96	\$4,910	\$4,910	
50,000	99,999	\$0	\$68.51	0.000	\$3.96	\$0	\$0	
Res, 3 Inch	0	266	\$0	\$128.34	0.000	\$3.96	\$15,555	\$15,555
	267	400	\$0	\$128.34	0.000	\$3.96	\$1,205	\$1,205
	401	534	\$0	\$128.34	0.000	\$3.96	\$663	\$663
	535	667	\$0	\$128.34	0.000	\$3.96	\$901	\$901
	668	801	\$0	\$128.34	0.000	\$3.96	\$742	\$742
	802	935	\$0	\$128.34	0.000	\$3.96	\$475	\$475
	936	1,069	\$0	\$128.34	0.000	\$3.96	\$464	\$464
	1,070	1,202	\$0	\$128.34	0.000	\$3.96	\$327	\$327
	1,203	1,336	\$0	\$128.34	0.000	\$3.96	\$699	\$699
	1,337	5,999	\$0	\$128.34	0.000	\$3.96	\$6,200	\$6,200
	6,000	9,999	\$0	\$128.34	0.000	\$3.96	\$1,472	\$1,472
10,000	49,999	\$0	\$128.34	0.000	\$3.96	\$1,687	\$1,687	
50,000	99,999	\$0	\$128.34	0.000	\$3.96	\$0	\$0	

## Table 10 - Initial Rate Adjustments and Resulting Revenues

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
Com, 5/8 Inch	0	266	\$0	\$17.45	0.000	\$3.9613	\$213,074	\$213,074
	267	400	\$0	\$17.45	0.000	\$3.96	\$38,168	\$38,168
	401	534	\$0	\$17.45	0.000	\$3.96	\$25,844	\$25,844
	535	667	\$0	\$17.45	0.000	\$3.96	\$21,569	\$21,569
	668	801	\$0	\$17.45	0.000	\$3.96	\$18,272	\$18,272
	802	935	\$0	\$17.45	0.000	\$3.96	\$14,460	\$14,460
	936	1,069	\$0	\$17.45	0.000	\$3.96	\$12,713	\$12,713
	1,070	1,202	\$0	\$17.45	0.000	\$3.96	\$11,244	\$11,244
	1,203	1,336	\$0	\$17.45	0.000	\$3.96	\$9,135	\$9,135
	1,337	5,999	\$0	\$17.45	0.000	\$3.96	\$79,282	\$79,282
	6,000	9,999	\$0	\$17.45	0.000	\$3.0518	\$7,560	\$7,560
10,000	49,999	\$0	\$17.45	0.000	\$3.05	\$1,611	\$1,611	
50,000	99,999	\$0	\$17.45	0.000	\$3.05	\$0	\$0	
Com, 3/4 Inch	0	266	\$0	\$20.15	0.000	\$3.96	\$53,525	\$53,525
	267	400	\$0	\$20.15	0.000	\$3.96	\$15,105	\$15,105
	401	534	\$0	\$20.15	0.000	\$3.96	\$12,736	\$12,736
	535	667	\$0	\$20.15	0.000	\$3.96	\$10,278	\$10,278
	668	801	\$0	\$20.15	0.000	\$3.96	\$9,777	\$9,777
	802	935	\$0	\$20.15	0.000	\$3.96	\$8,512	\$8,512
	936	1,069	\$0	\$20.15	0.000	\$3.96	\$7,353	\$7,353
	1,070	1,202	\$0	\$20.15	0.000	\$3.96	\$6,911	\$6,911
	1,203	1,336	\$0	\$20.15	0.000	\$3.96	\$6,428	\$6,428
	1,337	5,999	\$0	\$20.15	0.000	\$3.96	\$77,975	\$77,975
	6,000	9,999	\$0	\$20.15	0.000	\$3.05	\$11,251	\$11,251
10,000	49,999	\$0	\$20.15	0.000	\$3.05	\$8,558	\$8,558	
50,000	99,999	\$0	\$20.15	0.000	\$3.05	\$0	\$0	
Com, 1 Inch	0	266	\$0	\$27.19	0.000	\$3.96	\$77,535	\$77,535
	267	400	\$0	\$27.19	0.000	\$3.96	\$21,193	\$21,193
	401	534	\$0	\$27.19	0.000	\$3.96	\$18,189	\$18,189
	535	667	\$0	\$27.19	0.000	\$3.96	\$16,541	\$16,541
	668	801	\$0	\$27.19	0.000	\$3.96	\$15,812	\$15,812
	802	935	\$0	\$27.19	0.000	\$3.96	\$14,463	\$14,463
	936	1,069	\$0	\$27.19	0.000	\$3.96	\$13,485	\$13,485
	1,070	1,202	\$0	\$27.19	0.000	\$3.96	\$13,746	\$13,746
	1,203	1,336	\$0	\$27.19	0.000	\$3.96	\$11,879	\$11,879
	1,337	5,999	\$0	\$27.19	0.000	\$3.96	\$175,308	\$175,308
	6,000	9,999	\$0	\$27.19	0.000	\$3.05	\$29,588	\$29,588
10,000	49,999	\$0	\$27.19	0.000	\$3.05	\$37,620	\$37,620	
50,000	99,999	\$0	\$27.19	0.000	\$3.05	\$5,794	\$5,794	
100,000	149,999	\$0	\$27.19	0.000	\$3.05	\$0	\$0	
Com, 1.5 Inch	0	266	\$0	\$50.89	0.000	\$3.96	\$48,484	\$48,484
	267	400	\$0	\$50.89	0.000	\$3.96	\$14,404	\$14,404
	401	534	\$0	\$50.89	0.000	\$3.96	\$12,419	\$12,419
	535	667	\$0	\$50.89	0.000	\$3.96	\$13,206	\$13,206
	668	801	\$0	\$50.89	0.000	\$3.96	\$11,938	\$11,938
	802	935	\$0	\$50.89	0.000	\$3.96	\$10,080	\$10,080
	936	1,069	\$0	\$50.89	0.000	\$3.96	\$8,895	\$8,895
	1,070	1,202	\$0	\$50.89	0.000	\$3.96	\$8,316	\$8,316
	1,203	1,336	\$0	\$50.89	0.000	\$3.96	\$7,660	\$7,660
	1,337	5,999	\$0	\$50.89	0.000	\$3.96	\$156,983	\$156,983
	6,000	9,999	\$0	\$50.89	0.000	\$3.05	\$33,629	\$33,629
10,000	49,999	\$0	\$50.89	0.000	\$3.05	\$46,225	\$46,225	
50,000	99,999	\$0	\$50.89	0.000	\$3.05	\$380	\$380	
100,000	149,999	\$0	\$50.89	0.000	\$3.05	\$0	\$0	

**Table 10 - Initial Rate Adjustments and Resulting Revenues**

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
Com, 2 Inch	0	266	\$0	\$68.51	0.000	\$3.96	\$71,338	\$71,338
	267	400	\$0	\$68.51	0.000	\$3.96	\$23,705	\$23,705
	401	534	\$0	\$68.51	0.000	\$3.96	\$20,903	\$20,903
	535	667	\$0	\$68.51	0.000	\$3.96	\$20,915	\$20,915
	668	801	\$0	\$68.51	0.000	\$3.96	\$20,817	\$20,817
	802	935	\$0	\$68.51	0.000	\$3.96	\$18,677	\$18,677
	936	1,069	\$0	\$68.51	0.000	\$3.96	\$16,707	\$16,707
	1,070	1,202	\$0	\$68.51	0.000	\$3.96	\$16,393	\$16,393
	1,203	1,336	\$0	\$68.51	0.000	\$3.96	\$16,281	\$16,281
	1,337	5,999	\$0	\$68.51	0.000	\$3.96	\$350,341	\$350,342
	6,000	9,999	\$0	\$68.51	0.000	\$3.05	\$133,264	\$133,264
	10,000	49,999	\$0	\$68.51	0.000	\$3.05	\$401,607	\$401,607
	50,000	99,999	\$0	\$68.51	0.000	\$3.05	\$62,257	\$62,257
	100,000	149,999	\$0	\$68.51	0.000	\$3.05	\$5,067	\$5,067
	150,000	199,999	\$0	\$68.51	0.000	\$3.05	\$0	\$0
Com, 3 Inch	0	266	\$0	\$128.34	0.000	\$3.96	\$76,385	\$76,385
	267	400	\$0	\$128.34	0.000	\$3.96	\$4,237	\$4,237
	401	534	\$0	\$128.34	0.000	\$3.96	\$4,448	\$4,448
	535	667	\$0	\$128.34	0.000	\$3.96	\$4,502	\$4,502
	668	801	\$0	\$128.34	0.000	\$3.96	\$3,580	\$3,580
	802	935	\$0	\$128.34	0.000	\$3.96	\$3,678	\$3,678
	936	1,069	\$0	\$128.34	0.000	\$3.96	\$4,151	\$4,151
	1,070	1,202	\$0	\$128.34	0.000	\$3.96	\$3,864	\$3,864
	1,203	1,336	\$0	\$128.34	0.000	\$3.96	\$4,189	\$4,189
	1,337	5,999	\$0	\$128.34	0.000	\$3.96	\$101,704	\$101,704
	6,000	9,999	\$0	\$128.34	0.000	\$3.05	\$58,299	\$58,299
	10,000	49,999	\$0	\$128.34	0.000	\$3.05	\$261,408	\$261,409
	50,000	99,999	\$0	\$128.34	0.000	\$3.05	\$135,305	\$135,305
	100,000	149,999	\$0	\$128.34	0.000	\$3.05	\$91,218	\$91,218
	150,000	199,999	\$0	\$128.34	0.000	\$3.05	\$50,310	\$50,310
	200,000	249,999	\$0	\$128.34	0.000	\$3.05	\$33,663	\$33,663
	250,000	299,999	\$0	\$128.34	0.000	\$3.05	\$30,518	\$30,518
	300,000	349,999	\$0	\$128.34	0.000	\$3.05	\$28,646	\$28,646
	350,000	399,999	\$0	\$128.34	0.000	\$3.05	\$19,938	\$19,938
	400,000	449,999	\$0	\$128.34	0.000	\$3.05	\$15,228	\$15,228
	450,000	499,999	\$0	\$128.34	0.000	\$3.05	\$11,300	\$11,300
500,000	549,999	\$0	\$128.34	0.000	\$3.05	\$8,395	\$8,395	
550,000	599,999	\$0	\$128.34	0.000	\$3.05	\$4,005	\$4,005	
600,000	649,999	\$0	\$128.34	0.000	\$3.05	\$469	\$469	
650,000	699,999	\$0	\$128.34	0.000	\$3.05	\$0	\$0	

**Table 10 - Initial Rate Adjustments and Resulting Revenues**

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
	0	266	\$0	\$211.94	0.000	\$3.96	\$64,048	\$64,048
	267	400	\$0	\$211.94	0.000	\$3.96	\$2,356	\$2,356
	401	534	\$0	\$211.94	0.000	\$3.96	\$1,920	\$1,920
	535	667	\$0	\$211.94	0.000	\$3.96	\$1,488	\$1,488
	668	801	\$0	\$211.94	0.000	\$3.96	\$2,321	\$2,321
	802	935	\$0	\$211.94	0.000	\$3.96	\$1,467	\$1,467
	936	1,069	\$0	\$211.94	0.000	\$3.96	\$1,676	\$1,676
	1,070	1,202	\$0	\$211.94	0.000	\$3.96	\$1,671	\$1,671
	1,203	1,336	\$0	\$211.94	0.000	\$3.96	\$1,456	\$1,456
	1,337	5,999	\$0	\$211.94	0.000	\$3.96	\$57,249	\$57,249
	6,000	9,999	\$0	\$211.94	0.000	\$3.05	\$28,995	\$28,995
	10,000	49,999	\$0	\$211.94	0.000	\$3.05	\$159,723	\$159,723
	50,000	99,999	\$0	\$211.94	0.000	\$3.05	\$53,826	\$53,826
Com, 4 Inch	100,000	149,999	\$0	\$211.94	0.000	\$3.05	\$24,991	\$24,991
	150,000	199,999	\$0	\$211.94	0.000	\$3.05	\$11,186	\$11,186
	200,000	249,999	\$0	\$211.94	0.000	\$3.05	\$8,802	\$8,802
	250,000	299,999	\$0	\$211.94	0.000	\$3.05	\$3,794	\$3,794
	300,000	349,999	\$0	\$211.94	0.000	\$3.05	\$2,509	\$2,509
	350,000	399,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	400,000	449,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	450,000	499,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	500,000	549,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	550,000	599,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	600,000	649,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	650,000	699,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	700,000	749,999	\$0	\$211.94	0.000	\$3.05	\$1,526	\$1,526
	750,000	1,013,070	\$0	\$211.94	0.000	\$3.05	\$8,240	\$8,240
	0	266	\$0	\$442.81	0.000	\$3.96	\$5,441	\$5,441
	267	400	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	401	534	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	535	667	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	668	801	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	802	935	\$0	\$442.81	0.000	\$3.96	\$64	\$64
Com, 6 Inch	936	1,069	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	1,070	1,202	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	1,203	1,336	\$0	\$442.81	0.000	\$3.96	\$64	\$64
	1,337	5,999	\$0	\$442.81	0.000	\$3.96	\$2,217	\$2,217
	6,000	9,999	\$0	\$442.81	0.000	\$3.05	\$1,465	\$1,465
	10,000	49,999	\$0	\$442.81	0.000	\$3.05	\$10,961	\$10,961
	50,000	99,999	\$0	\$442.81	0.000	\$3.05	\$0	\$0
	0	266	\$0	\$128.34	0.000	\$3.96	\$16,745	\$16,745
	267	400	\$0	\$128.34	0.000	\$3.96	\$1,279	\$1,279
	401	534	\$0	\$128.34	0.000	\$3.96	\$737	\$737
	535	667	\$0	\$128.34	0.000	\$3.96	\$1,228	\$1,228
	668	801	\$0	\$128.34	0.000	\$3.96	\$806	\$806
	802	935	\$0	\$128.34	0.000	\$3.96	\$665	\$665
Hydrant Meter - RC1110	936	1,069	\$0	\$128.34	0.000	\$3.96	\$645	\$645
	1,070	1,202	\$0	\$128.34	0.000	\$3.96	\$380	\$380
	1,203	1,336	\$0	\$128.34	0.000	\$3.96	\$878	\$878
	1,337	5,999	\$0	\$128.34	0.000	\$3.96	\$7,791	\$7,791
	6,000	9,999	\$0	\$128.34	0.000	\$3.05	\$1,688	\$1,688
	10,000	49,999	\$0	\$128.34	0.000	\$3.05	\$2,668	\$2,668
	50,000	99,999	\$0	\$128.34	0.000	\$3.05	\$1,080	\$1,080
	100,000	149,999	\$0	\$128.34	0.000	\$3.05	\$0	\$0

**Table 10 - Initial Rate Adjustments and Resulting Revenues**

Customer Class, Rate Class or Meter Size	Volume Range Bottom (in Cu Ft)	Volume Range Top (in Cu Ft)	Sales This Year at Current Rates	Minimum Charge for Calculation Purposes	New Usage Allowance in 100s	New Unit Charge per 100 Cu Ft	Sales This Year at Modeled Rates	Total "Blended" Sales This Year
Government - RC1115	0 267 750,000	266 400 6,864,710	\$0 \$0 \$0	\$0.00 \$0.00 \$0.00	0.000 0.000 0.000	\$0.00 \$0.00 \$0.00	\$0 \$0 \$0	\$0 \$0 \$0
Fire Line 4 Inch - RC5000	0 267 750,000	266 400 750,000	\$0 \$0 \$0	\$17.42 \$17.42 \$17.42	0.000 0.000 0.000	\$0.00 \$0.00 \$0.00	\$70 \$0 \$0	\$70 \$0 \$0
Fire Line 6 Inch - RC5005	0 267 750,000	266 400 750,000	\$0 \$0 \$0	\$34.90 \$34.90 \$34.90	0.000 0.000 0.000	\$0.00 \$0.00 \$0.00	\$0 \$0 \$0	\$0 \$0 \$0
Fire Line 8 Inch - RC5010	0 267 750,000	266 400 750,000	\$0 \$0 \$0	\$52.42 \$52.42 \$52.42	0.000 0.000 0.000	\$0.00 \$0.00 \$0.00	\$0 \$0 \$0	\$0 \$0 \$0
<b>Total Rate Revenue at Current Rates</b>			<b>\$7</b>	<b>Total Rate Revenue at Modeled Rates</b>			<b>\$11,310,821</b>	

Total Blended Rate Revenues for the Year \$11,310,828

**Table 17 - Financial Capacity Indicators and Reserves  
Cape Girardeau, MO, Water Rates Model 2024-14, Partial Restructure**

This table depicts the affordability of future rates, the financial health of the system and the ending balances in various (assumed) accounts for the test year and the next 10 years.

	Test Year Starting	0 Year Starting	1st Year Starting	2nd Year Starting	3rd Year Starting	4th Year Starting	5th Year Starting	6th Year Starting	7th Year Starting	8th Year Starting	9th Year Starting	10th Year Starting	
	7/1/21	7/1/22	7/1/23	7/1/24	7/1/25	7/1/26	7/1/27	7/1/28	7/1/29	7/1/30	7/1/31	7/1/32	
<b>Capacity Indicators</b>													
Customary Affordability Index	Monthly Bill for a 5,000 gal per Month, Small Meter Residential Customer	\$30.43	\$43.93	\$46.13	\$46.13	\$48.43	\$50.85	\$53.40	\$56.07	\$58.87	\$61.81	\$64.90	\$68.15
	AMHI Within Service Area	\$51,360	\$52,720	\$54,116	\$55,550	\$57,021	\$58,531	\$60,081	\$61,672	\$63,306	\$64,982	\$66,703	\$68,470
	<b>Affordability Index:</b>												
	Current Rates First Column, Modeled Rates After That	0.71%	1.00%	1.02%	1.00%	1.02%	1.04%	1.07%	1.09%	1.12%	1.14%	1.17%	1.19%
	National Average Affordability Index: Commonly Accepted but Not Statistically Verifiable	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Affordability Index (AI) goes to the willingness and ability of customers to pay. AI is the cost of 60,000 gallons of residential service per year (5,000 gallons per month) divided by the Annual Median Household Income (AMHI) in the service area (gleaned from Census data or a survey). Rates near 1.0% are common in the U.S. and are generally considered affordable. Most grant agencies will decline to award grants if the AI is less than 1.5 to 2.0%, unless other eligibility criteria considered along with the AI make an applicant eligible.													
Low-income, Low-volume "Affordability Index"	Monthly Bill for a 2,000 gal per Month, Low-income Residential Customer	\$18.39	\$28.04	\$29.44	\$29.44	\$30.92	\$32.46	\$34.08	\$35.79	\$37.58	\$39.46	\$41.43	\$43.50
	Income at One-half the AMHI and Rising at One-half the Rate Above	\$25,680	\$26,020	\$26,365	\$26,714	\$27,067	\$27,426	\$27,789	\$28,157	\$28,530	\$28,908	\$29,290	\$29,678
	<b>Affordability for Low-income, Low-volume:</b>												
Current Rates First Column, Modeled Rates After That	0.86%	1.29%	1.34%	1.32%	1.37%	1.42%	1.47%	1.53%	1.58%	1.64%	1.70%	1.76%	
This additional indicator of affordability assumes a residential customer with income at one-half the median household income above, that income is growing at one-half the rate of the median household income and the customer uses 2,000 gallons per month. Such a customer is likely either a minimum wage or near-minimum wage worker, or is retired and living only on Social Security benefits. Such customers are more commonly the "slow pays" and "no pays" compared to others, so this indicator goes to the "business sense" of the rates modeled here. In other words, raise this customer's bill too much and they are more likely to pay late or not pay.													
<b>Estimated Operating Ratio:</b> Current Rates First Column, Modeled Rates After That	1.47	1.42	1.25	1.70	1.81	1.90	1.93	1.95	2.03	1.92	2.01	2.06	
Operating ratio (OR) is a measure of the utility's ability to pay its operating expenses using only current incomes. A 1.0 OR is break even. Below 1.0 indicates operating in the "red." Generally, the OR should be at least 1.15 for large systems, 1.30 or more for medium-sized systems and perhaps as high as 2.0 for small systems. Note: If the utility has or will have reserves (below,) it has more ability to pay its operating costs than this calculation of OR implies.													
<b>Estimated Coverage Ratio:</b> Current Rates First Column, Modeled Rates After That	N.A.	2.56	1.60	5.22	6.07	6.74	7.17	7.62	8.52	8.30	9.44	N.A.	
Coverage Ratio (CR) goes to the ability of the utility to pay its debt payments out of current incomes. CR applies only to years with debt service. A "N.A." above indicates there was not, or in a future year there will not be debt during that year. 1.0 is break even - just enough net revenue to pay debt. Generally, the CR should be at least 1.25. Note: If the utility has or will have other available reserves (shown below,) it has more ability to make debt payments than the CR implies. That is covered by the Alternative Coverage Ratio that follows next.													
<b>Alternative Coverage Ratio:</b> Current Rates First Column, Modeled Rates After That	N.A.	11.22	13.47	13.97	11.80	11.04	6.53	5.46	6.91	11.84	14.42	N.A.	
This Alternative Coverage Ratio (ACR) is based on the same notion as the classic coverage ratio above, except it includes reserves that are available to pay debt service. With the classic CR, a utility could build reserves early on with current net revenues, but then future rates may not be high enough to show a strong CR. The classic CR could even go negative. But in reality, the utility could have quite strong reserves with which to pay debt. Thus, the Alternative Coverage Ratio can be a better indicator of a utility's true ability to pay debt.													

**Table 17 - Financial Capacity Indicators and Reserves**

Reserves	Balance												
	Ending on 6/30/21	Ending on 6/30/22	Ending on 6/30/23	Ending on 6/30/24	Ending on 6/30/25	Ending on 6/30/26	Ending on 6/30/27	Ending on 6/30/28	Ending on 6/30/29	Ending on 6/30/30	Ending on 6/30/31	Ending on 6/30/32	Ending on 6/30/33
Cash and Cash Equivalents	\$6,948,835	\$1,345,524	\$1,411,094	\$1,644,465	\$1,660,494	\$1,661,534	\$1,674,922	\$1,743,733	\$1,825,631	\$1,848,626	\$2,059,874	\$2,079,458	\$2,151,879
Other Liquid Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Undedicated Cash Assets	\$6,948,835	\$1,345,524	\$1,411,094	\$1,644,465	\$1,660,494	\$1,661,534	\$1,674,922	\$1,743,733	\$1,825,631	\$1,848,626	\$2,059,874	\$2,079,458	\$2,151,879
Total Cash Assets Discounted for Inflation (Future Unrestricted Purchasing Power)	\$6,948,835	\$1,345,524	\$1,411,094	\$1,578,686	\$1,530,311	\$1,470,019	\$1,422,589	\$1,421,792	\$1,429,027	\$1,389,145	\$1,485,972	\$1,440,095	\$1,490,249
Repair & Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt and CIP Reserves	\$0	\$8,697,018	\$10,639,404	\$10,829,776	\$8,846,191	\$8,186,911	\$4,149,318	\$3,140,174	\$4,329,719	\$8,706,675	\$10,785,868	\$15,818,284	\$8,018,033
Sum of All Reserves	\$6,948,835	\$10,042,542	\$12,050,497	\$12,474,241	\$10,506,684	\$9,848,445	\$5,824,241	\$4,883,907	\$6,155,350	\$10,555,301	\$12,845,742	\$17,897,742	\$10,169,911

**Table 18 - Bills Before and After Rate Adjustments**  
**Cape Girardeau, MO, Water Rates Model 2024-14, Partial**  
**Restructure**

To reduce its size and still cover many customers, this table shows bills for only the most common or extraordinary classes.

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Res, 5/8 Inch	0	13,179	\$10.37	\$17.45	\$7.08
	267	8,603	\$18.39	\$28.04	\$9.65
	401	5,960	\$22.41	\$33.34	\$10.93
	535	4,061	\$26.42	\$38.63	\$12.22
	668	2,742	\$30.43	\$43.93	\$13.50
	802	1,843	\$34.44	\$49.23	\$14.78
	936	1,311	\$38.45	\$54.52	\$16.07
	1,070	970	\$42.47	\$59.82	\$17.35
	1,203	725	\$46.48	\$65.11	\$18.63
	1,337	571	\$50.49	\$70.41	\$19.92
	6,000	20	\$158.30	\$255.13	\$96.83
	10,000	5	\$250.78	\$413.58	\$162.80
	50,000	0	\$1,175.58	\$1,998.11	\$822.53
Res, 3/4 Inch	0	1,534	\$15.99	\$20.15	\$4.16
	267	1,163	\$24.01	\$30.74	\$6.73
	401	885	\$28.03	\$36.04	\$8.01
	535	659	\$32.04	\$41.33	\$9.30
	668	501	\$36.05	\$46.63	\$10.58
	802	371	\$40.06	\$51.93	\$11.86
	936	285	\$44.07	\$57.22	\$13.15
	1,070	231	\$48.09	\$62.52	\$14.43
	1,203	189	\$52.10	\$67.81	\$15.71
	1,337	164	\$56.11	\$73.11	\$17.00
	6,000	11	\$163.92	\$257.83	\$93.91
	10,000	2	\$256.40	\$416.28	\$159.88
	50,000	0	\$1,181.20	\$2,000.81	\$819.61

**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Res, 1 Inch	0	263	\$21.58	\$27.19	\$5.61
	267	197	\$29.60	\$37.78	\$8.18
	401	173	\$33.62	\$43.08	\$9.46
	535	147	\$37.63	\$48.37	\$10.75
	668	128	\$41.64	\$53.67	\$12.03
	802	109	\$45.65	\$58.97	\$13.31
	936	95	\$49.66	\$64.26	\$14.60
	1,070	87	\$53.68	\$69.56	\$15.88
	1,203	79	\$57.69	\$74.85	\$17.16
	1,337	74	\$61.70	\$80.15	\$18.45
	6,000	16	\$169.51	\$264.87	\$95.36
	10,000	5	\$261.99	\$423.32	\$161.33
50,000	0	\$1,186.79	\$2,007.85	\$821.06	
Res, 1.5 Inch	0	21	\$40.39	\$50.89	\$10.50
	267	21	\$48.41	\$61.48	\$13.07
	401	21	\$52.43	\$66.78	\$14.35
	535	20	\$56.44	\$72.07	\$15.64
	668	19	\$60.45	\$77.37	\$16.92
	802	17	\$64.46	\$82.67	\$18.20
	936	17	\$68.47	\$87.96	\$19.49
	1,070	16	\$72.49	\$93.26	\$20.77
	1,203	16	\$76.50	\$98.55	\$22.05
	1,337	16	\$80.51	\$103.85	\$23.34
	6,000	3	\$188.32	\$288.57	\$100.25
	10,000	2	\$280.80	\$447.02	\$166.22
50,000	0	\$1,205.60	\$2,031.55	\$825.95	
Res, 2 Inch	0	12	\$61.72	\$68.51	\$6.79
	267	11	\$69.74	\$79.10	\$9.36
	401	10	\$73.76	\$84.40	\$10.64
	535	9	\$77.77	\$89.69	\$11.93
	668	8	\$81.78	\$94.99	\$13.21
	802	8	\$85.79	\$100.29	\$14.49
	936	8	\$89.80	\$105.58	\$15.78
	1,070	7	\$93.82	\$110.88	\$17.06
	1,203	7	\$97.83	\$116.17	\$18.34
	1,337	6	\$101.84	\$121.47	\$19.63
	6,000	2	\$209.65	\$306.19	\$96.54
	10,000	1	\$302.13	\$464.64	\$162.51
50,000	0	\$1,226.93	\$2,049.17	\$822.24	

**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Res, 3 Inch	0	15	\$115.62	\$128.34	\$12.72
	267	5	\$123.64	\$138.93	\$15.29
	401	5	\$127.66	\$144.23	\$16.57
	535	4	\$131.67	\$149.52	\$17.86
	668	4	\$135.68	\$154.82	\$19.14
	802	4	\$139.69	\$160.12	\$20.42
	936	3	\$143.70	\$165.41	\$21.71
	1,070	3	\$147.72	\$170.71	\$22.99
	1,203	3	\$151.73	\$176.00	\$24.27
	1,337	3	\$155.74	\$181.30	\$25.56
	6,000	1	\$263.55	\$366.02	\$102.47
	10,000	0	\$356.03	\$524.47	\$168.44
	Com, 5/8 Inch	0	1,038	\$10.37	\$17.45
267		366	\$18.39	\$28.04	\$9.65
401		281	\$22.41	\$33.34	\$10.93
535		236	\$26.42	\$38.63	\$12.22
668		199	\$30.43	\$43.93	\$13.50
802		167	\$34.44	\$49.23	\$14.78
936		145	\$38.45	\$54.52	\$16.07
1,070		125	\$42.47	\$59.82	\$17.35
1,203		106	\$46.48	\$65.11	\$18.63
1,337		93	\$50.49	\$70.41	\$19.92
6,000		9	\$158.30	\$212.72	\$54.42
10,000		2	\$250.78	\$334.79	\$84.01
50,000		0	\$1,175.58	\$1,555.53	\$379.95
Com, 3/4 Inch	0	281	\$15.99	\$20.15	\$4.16
	267	166	\$24.01	\$30.74	\$6.73
	401	143	\$28.03	\$36.04	\$8.01
	535	126	\$32.04	\$41.33	\$9.30
	668	115	\$36.05	\$46.63	\$10.58
	802	104	\$40.06	\$51.93	\$11.86
	936	95	\$44.07	\$57.22	\$13.15
	1,070	88	\$48.09	\$62.52	\$14.43
	1,203	82	\$52.10	\$67.81	\$15.71
	1,337	76	\$56.11	\$73.11	\$17.00
	6,000	10	\$163.92	\$215.42	\$51.50
	10,000	5	\$256.40	\$337.49	\$81.09
	50,000	0	\$1,181.20	\$1,558.23	\$377.03

**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Com, 1 Inch	0	369	\$21.58	\$27.19	\$5.61
	267	239	\$29.60	\$37.78	\$8.18
	401	218	\$33.62	\$43.08	\$9.46
	535	204	\$37.63	\$48.37	\$10.75
	668	192	\$41.64	\$53.67	\$12.03
	802	179	\$45.65	\$58.97	\$13.31
	936	169	\$49.66	\$64.26	\$14.60
	1,070	160	\$53.68	\$69.56	\$15.88
	1,203	147	\$57.69	\$74.85	\$17.16
	1,337	139	\$61.70	\$80.15	\$18.45
	6,000	24	\$169.51	\$222.46	\$52.95
	10,000	11	\$261.99	\$344.53	\$82.54
	50,000	1	\$1,186.79	\$1,565.27	\$378.48
	100,000	0	\$2,342.79	\$3,091.19	\$748.40
Com, 1.5 Inch	0	189	\$40.39	\$50.89	\$10.50
	267	142	\$48.41	\$61.48	\$13.07
	401	133	\$52.43	\$66.78	\$14.35
	535	126	\$56.44	\$72.07	\$15.64
	668	117	\$60.45	\$77.37	\$16.92
	802	109	\$64.46	\$82.67	\$18.20
	936	104	\$68.47	\$87.96	\$19.49
	1,070	100	\$72.49	\$93.26	\$20.77
	1,203	96	\$76.50	\$98.55	\$22.05
	1,337	94	\$80.51	\$103.85	\$23.34
	6,000	26	\$188.32	\$246.16	\$57.84
	10,000	13	\$280.80	\$368.23	\$87.43
	50,000	0	\$1,205.60	\$1,588.97	\$383.37

**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Com, 2 Inch	0	288	\$61.72	\$68.51	\$6.79
	267	239	\$69.74	\$79.10	\$9.36
	401	228	\$73.76	\$84.40	\$10.64
	535	220	\$77.77	\$89.69	\$11.93
	668	212	\$81.78	\$94.99	\$13.21
	802	202	\$85.79	\$100.29	\$14.49
	936	195	\$89.80	\$105.58	\$15.78
	1,070	189	\$93.82	\$110.88	\$17.06
	1,203	184	\$97.83	\$116.17	\$18.34
	1,337	178	\$101.84	\$121.47	\$19.63
	6,000	91	\$209.65	\$263.78	\$54.13
	10,000	66	\$302.13	\$385.85	\$83.72
	50,000	6	\$1,226.93	\$1,606.59	\$379.66
	100,000	1	\$2,382.93	\$3,132.51	\$749.58
	150,000	0	\$3,538.93	\$4,658.43	\$1,119.50
Com, 3 Inch	267	51	\$123.64	\$138.93	\$15.29
	401	50	\$127.66	\$144.23	\$16.57
	535	49	\$131.67	\$149.52	\$17.86
	668	48	\$135.68	\$154.82	\$19.14
	802	48	\$139.69	\$160.12	\$20.42
	936	48	\$143.70	\$165.41	\$21.71
	1,070	47	\$147.72	\$170.71	\$22.99
	1,203	46	\$151.73	\$176.00	\$24.27
	1,337	45	\$155.74	\$181.30	\$25.56
	6,000	35	\$263.55	\$323.61	\$60.06
	10,000	27	\$356.03	\$445.68	\$89.65
	50,000	10	\$1,280.83	\$1,666.42	\$385.59
	100,000	6	\$2,436.83	\$3,192.34	\$755.51
	150,000	4	\$3,592.83	\$4,718.26	\$1,125.43
	200,000	2	\$4,748.83	\$6,244.18	\$1,495.35
	250,000	2	\$5,904.83	\$7,770.10	\$1,865.27
	300,000	2	\$7,060.83	\$9,296.02	\$2,235.19
	350,000	1	\$8,216.83	\$10,821.94	\$2,605.11
	400,000	1	\$9,372.83	\$12,347.86	\$2,975.03
450,000	1	\$10,528.83	\$13,873.78	\$3,344.95	
500,000	1	\$11,684.83	\$15,399.70	\$3,714.87	
550,000	0	\$12,840.83	\$16,925.62	\$4,084.79	

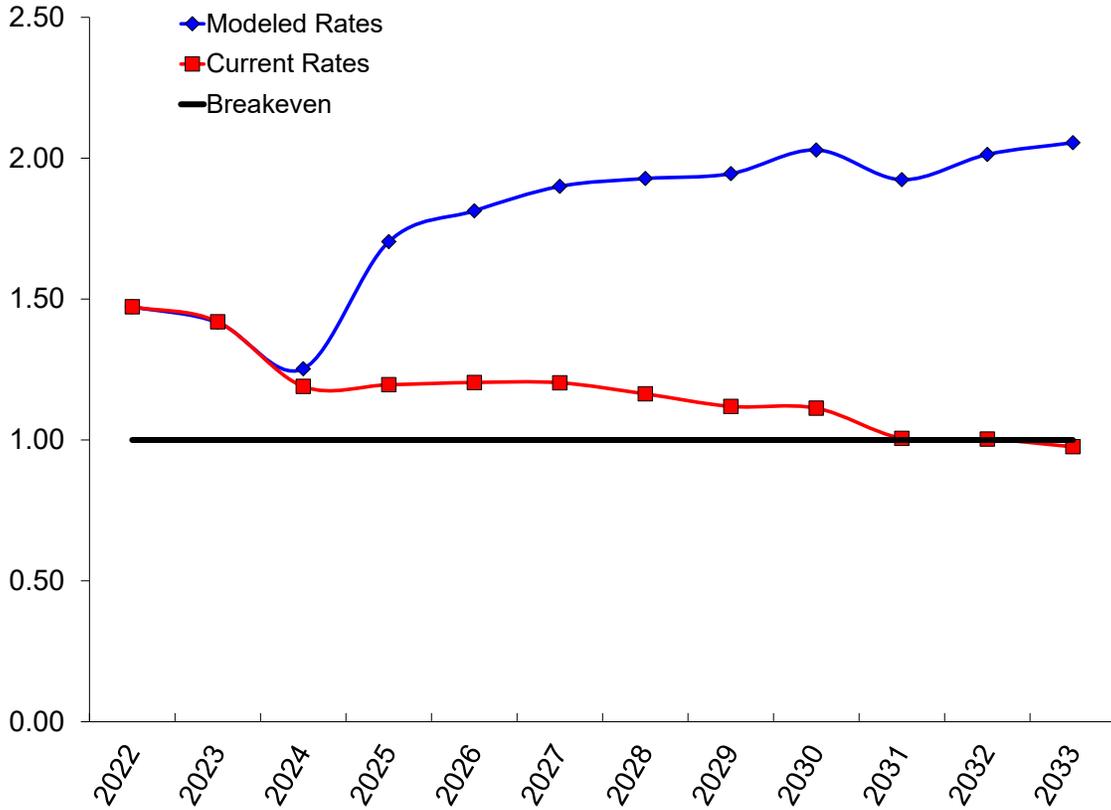
**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Com, 4 Inch	0	48	\$190.81	\$211.94	\$21.13
	267	24	\$198.83	\$222.53	\$23.70
	401	24	\$202.85	\$227.83	\$24.98
	535	23	\$206.86	\$233.12	\$26.27
	668	23	\$210.87	\$238.42	\$27.55
	802	23	\$214.88	\$243.72	\$28.83
	936	23	\$218.89	\$249.01	\$30.12
	1,070	23	\$222.91	\$254.31	\$31.40
	1,203	23	\$226.92	\$259.60	\$32.68
	1,337	23	\$230.93	\$264.90	\$33.97
	6,000	18	\$338.74	\$407.21	\$68.47
	10,000	17	\$431.22	\$529.28	\$98.06
	50,000	4	\$1,356.02	\$1,750.02	\$394.00
	100,000	2	\$2,512.02	\$3,275.94	\$763.92
	150,000	1	\$3,668.02	\$4,801.86	\$1,133.84
	200,000	1	\$4,824.02	\$6,327.78	\$1,503.76
	250,000	0	\$5,980.02	\$7,853.70	\$1,873.68
Com, 6 Inch	0	2	\$398.93	\$442.81	\$43.88
	267	1	\$406.95	\$453.40	\$46.45
	401	1	\$410.97	\$458.70	\$47.73
	535	1	\$414.98	\$463.99	\$49.02
	668	1	\$418.99	\$469.29	\$50.30
	802	1	\$423.00	\$474.59	\$51.58
	936	1	\$427.01	\$479.88	\$52.87
	1,070	1	\$431.03	\$485.18	\$54.15
	1,203	1	\$435.04	\$490.47	\$55.43
	1,337	1	\$439.05	\$495.77	\$56.72
	6,000	1	\$546.86	\$638.08	\$91.22
	10,000	1	\$639.34	\$760.15	\$120.81
	50,000	0	\$1,564.14	\$1,980.89	\$416.75

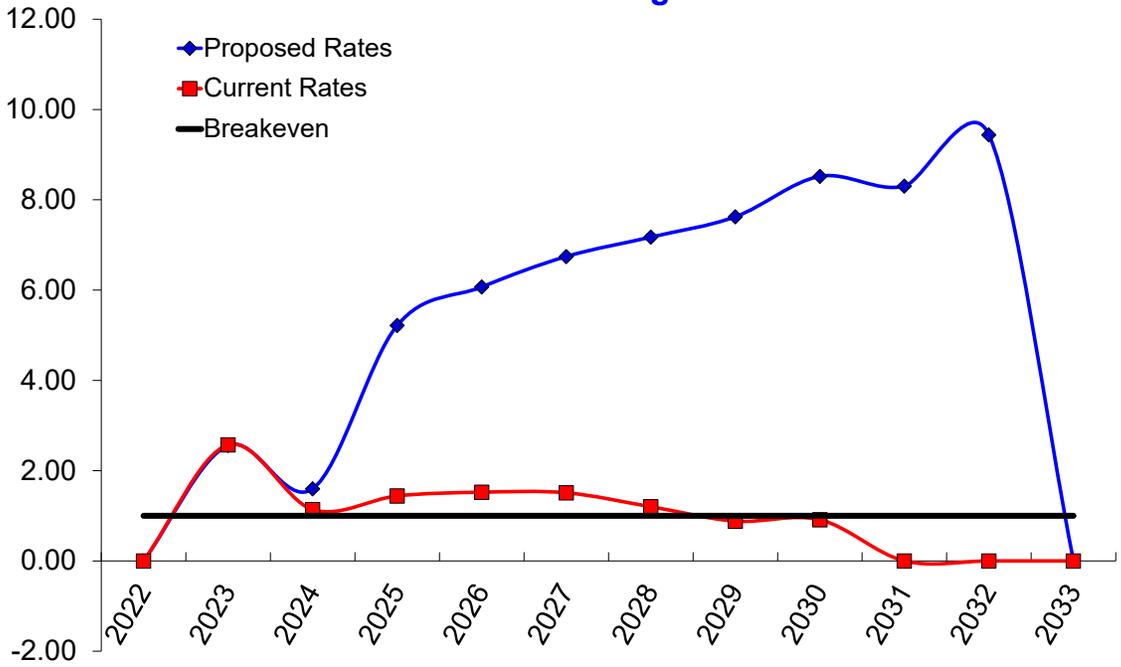
**Table 18 - Bills Before and After Rate Adjustments**

Customer, Rate Class or Meter Size	Cu Ft of Use	Customers Using This Volume or More	Bill at Now Current Rates	Bill at Modeled Rates	Modeled Bill Increase or Decrease (-)
Hydrant Meter - RC1110	0	17	\$45.00	\$128.34	\$83.34
	267	6	\$53.02	\$138.93	\$85.91
	401	6	\$57.04	\$144.23	\$87.19
	535	5	\$61.05	\$149.52	\$88.48
	668	5	\$65.06	\$154.82	\$89.76
	802	5	\$69.07	\$160.12	\$91.04
	936	4	\$73.08	\$165.41	\$92.33
	1,070	4	\$77.10	\$170.71	\$93.61
	1,203	4	\$81.11	\$176.00	\$94.89
	1,337	4	\$85.12	\$181.30	\$96.18
	6,000	1	\$192.93	\$323.61	\$130.68
	10,000	1	\$285.41	\$445.68	\$160.27
50,000	0	\$1,210.21	\$1,666.42	\$456.21	
Government - RC1115	0	104	\$0.00	\$0.00	\$0.00
	750,000	0	\$0.00	\$0.00	\$0.00
Fire Line 4 Inch - RC5000	0	0	\$13.20	\$17.42	\$4.22
	750,000	0	\$13.20	\$17.42	\$4.22
Fire Line 6 Inch - RC5005	0	0	\$26.44	\$34.90	\$8.46
	750,000	0	\$26.44	\$34.90	\$8.46
Fire Line 8 Inch - RC5010	0	0	\$39.71	\$52.42	\$12.71
	750,000	0	\$39.71	\$52.42	\$12.71

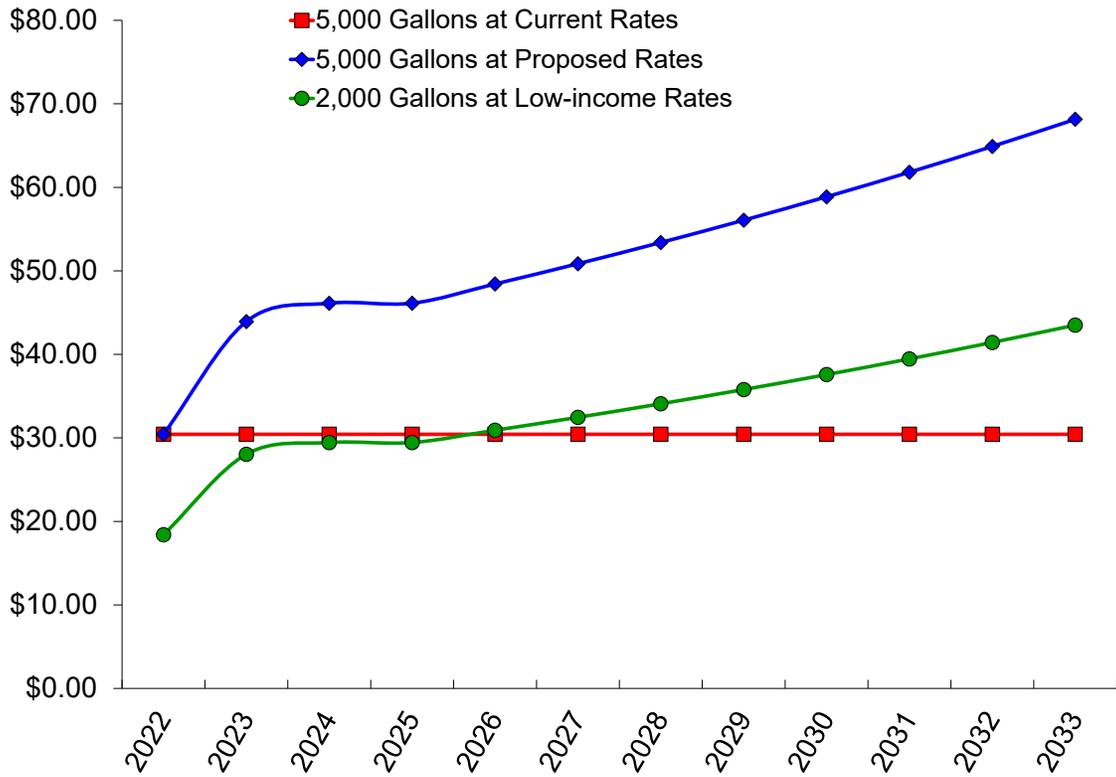
### Chart 1 - Operating Ratio



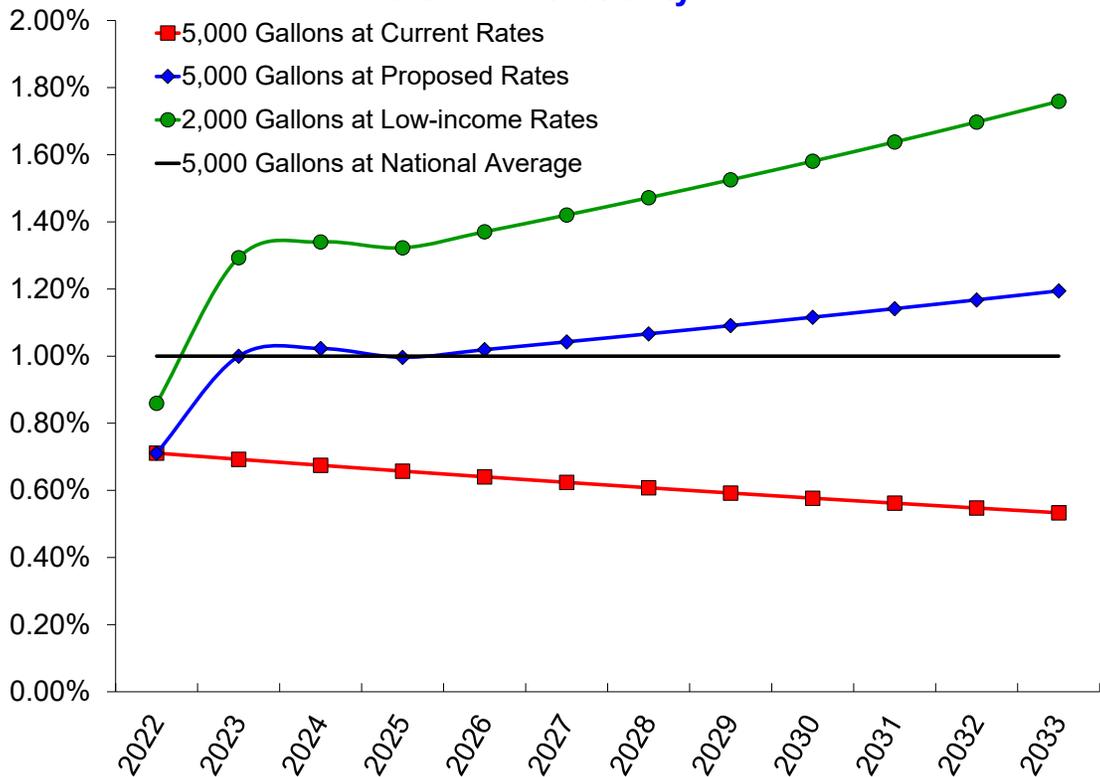
### Chart 2 - Coverage Ratio



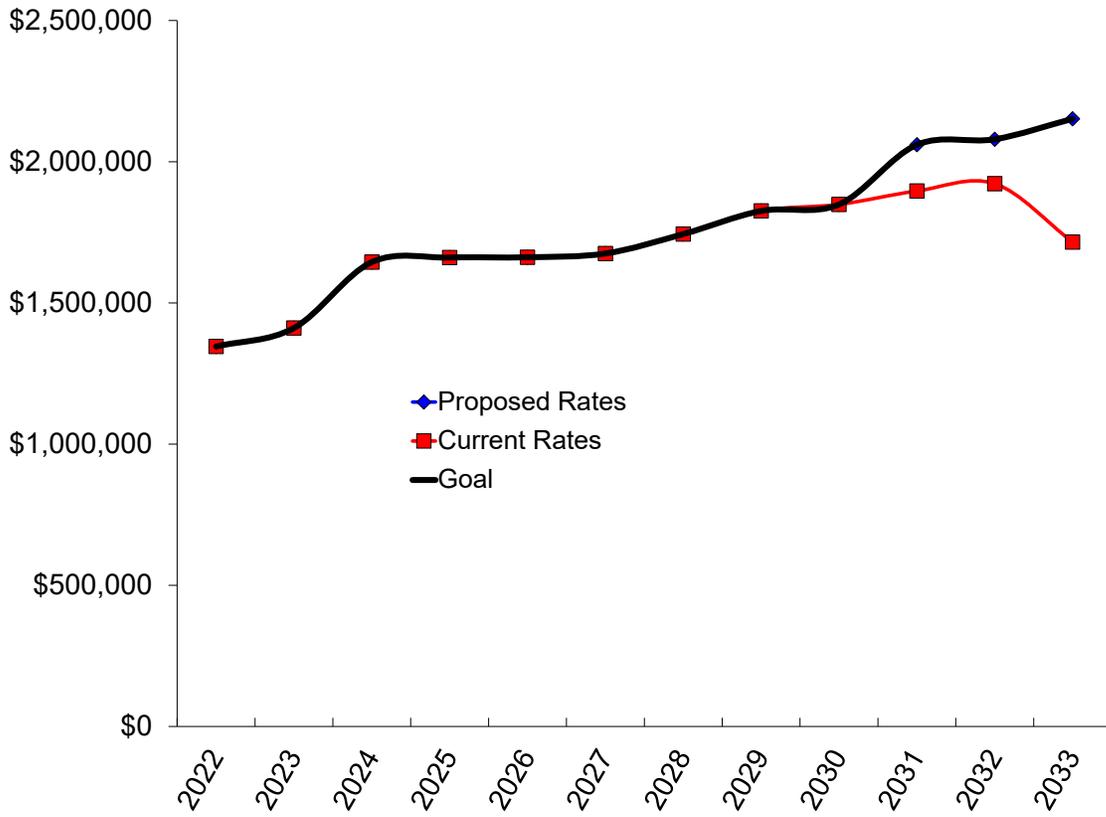
**Chart 3 - Residential Users' Bills**



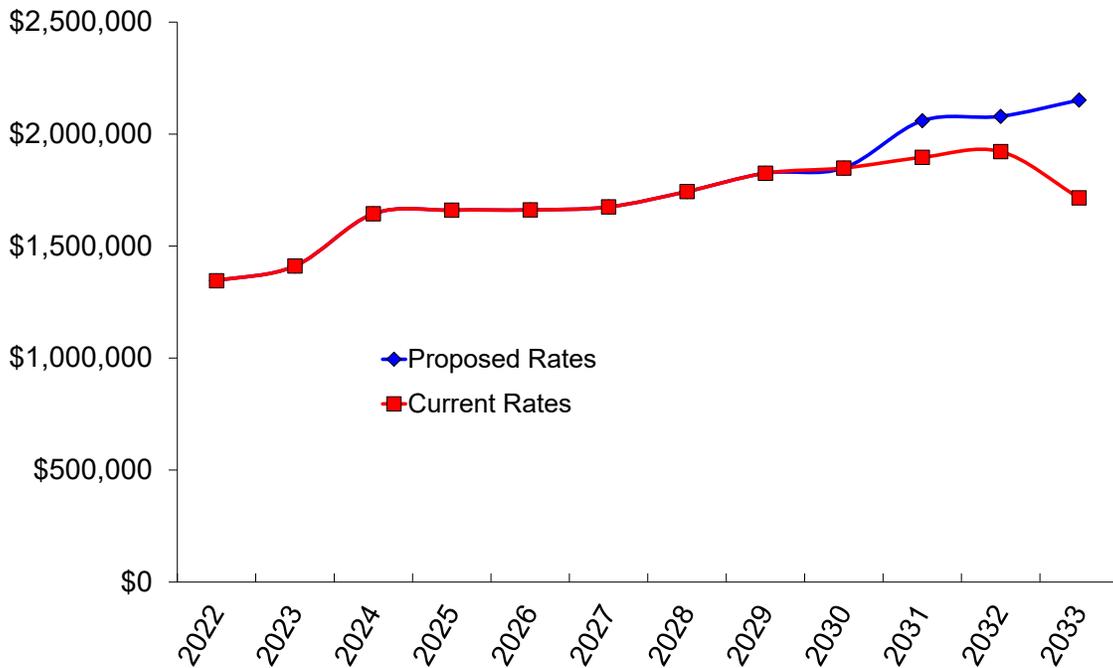
**Chart 4 - Affordability**



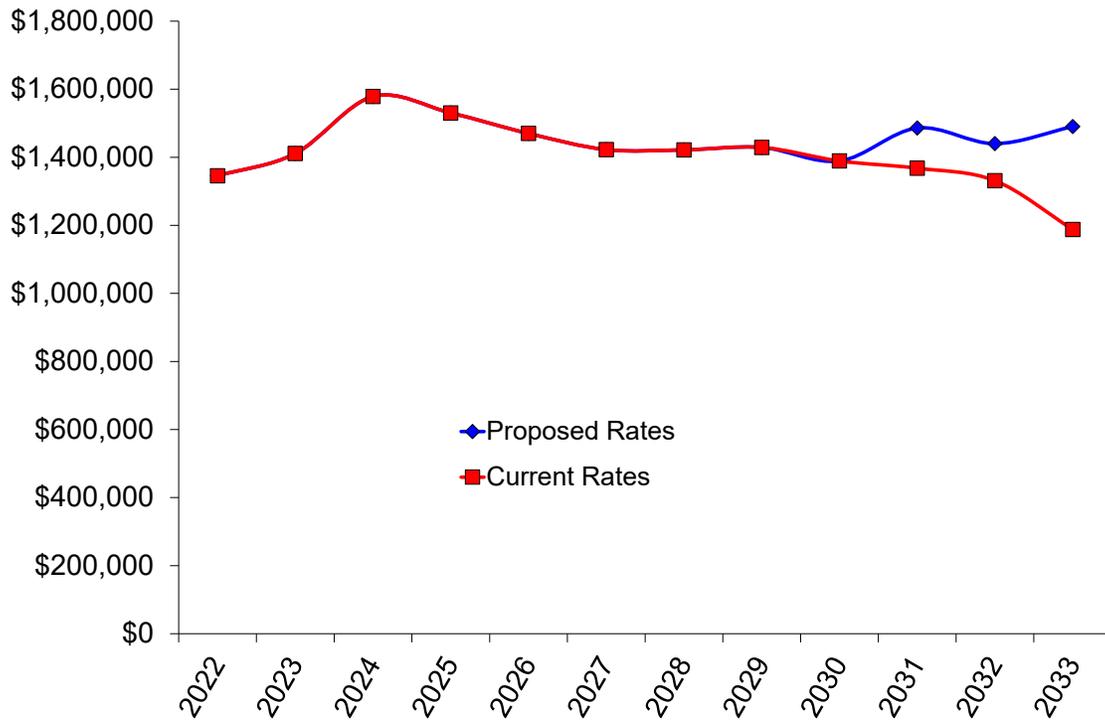
**Chart 5 - Working Capital vs Goal**



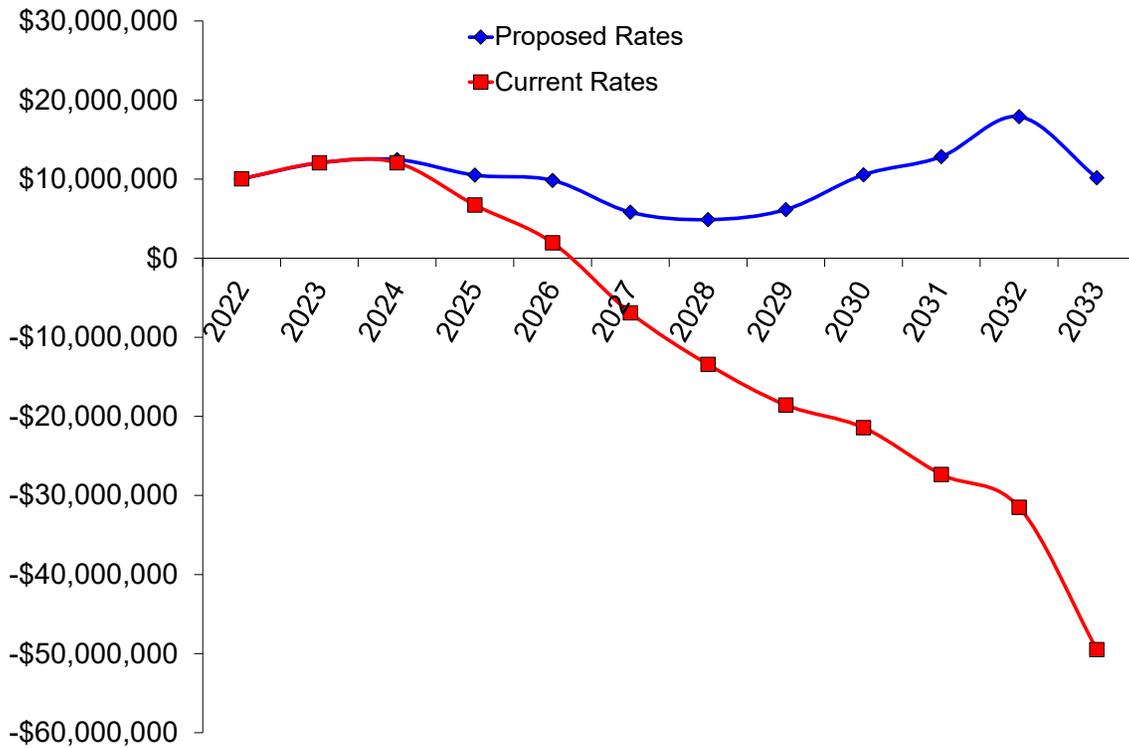
**Chart 6 - Value of Cash Assets Before Inflation**



**Chart 7 - Value of Cash Assets After Inflation**



**Chart 8 - Sum of All Reserves**



# Water Rate Increases

- March 11, 2024 – Kirkwood, Water rate increases were proposed to address aging water system. The prior year increase plus those proposed for the next four years would result in a 50% rate increase over a five year period.
- February 5, 2024- City of St. Louis two increases, one in July of 2023 and one in January of 2024. Totaling 40% increase.
- July 2024, City of Columbia is proposing water rate increases to maintain adequate reserves and to meet debt coverage requirements.
- March 2024, Liberty Utilities submitted a request to the Missouri Public Service commission to adjust water and wastewater rates. To invest \$19.5M in aging water mains and distribution pipes. Average Residential water customer, 26% increase.
- St. Peters MO – Fiscal year 2024 Rate increase 9% to cover general increase of prices to operate and maintain the water system.
- February 22, 2024, Republic MO. Water rate increases to secure funding for decades of issues. Average customer expected to see a \$6 to \$12 increase in the monthly bill.

**Staff:** Traci Weissmueller, Deputy City Clerk  
**Agenda:** 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

Appointments of two members to the Airport Advisory Board for terms expiring April 30, 2028.

**EXECUTIVE SUMMARY**

Richard Knote has served on the Airport Advisory Board since 2018. This term is set to expire April 30, 2025. Mr. Knote is not able to serve again due to term limits.

Kent Ward has served on the Airport Advisory Board since 2024. This term is set to expire April 30, 2025. Mr. Ward expressed interest in re-appointment.

Currently, two Airport Advisory Board members reside outside city limits so the two appointed members must reside in the city limits.

The following individuals have expressed an interest in serving on the board, and their advisory board applications are attached.

<b>FULL NAME</b>	<b>WARD</b>	<b>CITIZENS ACADEMY GRAD</b>
Brock Freeman	2	NO
C. Matthew Gadberry	5	NO
Holly Godwin	5	NO
Mitchell Kester	6	NO
Richard Kies	OUTSIDE CITY LIMITS	NO
Octavius Moore	2	NO
Taylor Raines	5	NO
John Russell	4	NO
Harry Schilling	3	NO
Jody Underwood	4	NO
Kent Ward**	4	NO

\*\*Incumbent

## **BACKGROUND/DISCUSSION**

---

The Airport Advisory Board reviews Airfield Activity Report and discusses different ways to improve usage of the airport (i.e., passenger boarding aircraft activity) and provides recommendations to airport manager on policy and operations for the airport (i.e., airport leases; airport events and activities; city, state, and federal legislation; general and corporate aviation). Appointed by Council. Two members of the airport board may be residents of Cape Girardeau County, Scott County, Bollinger County, or Perry County. The remaining members must be residents of the city.

## **FINANCIAL IMPACT**

---

## **STAFF RECOMMENDATION**

---

It is recommended that two appointments be made to the Airport Advisory Board for terms expiring April 30, 2028. The appointed members must reside in Cape Girardeau city limits.

## **BOARD OR COMMISSION RECOMMENDATION**

---

The Airport Advisory Board recommends Kent Ward and John Russell be appointed for terms expiring April 30, 2028.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">ADVISORY_BOARD_ROSTERS.pdf</a>	Airport Advisory Board Roster
<a href="#">ADVISORY_BOARD_ATTENDANCE.pdf</a>	Airport Advisory Board Attendance

# AIRPORT ADVISORY BOARD

## 4/8/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Boeller, Keith	1	4/17/2023	4/30/2026
*Cleair, Beverly	2	4/17/2023	4/30/2026
	1	6/15/2020	4/30/2023
Davidson, Justin	2	5/2/2022	4/30/2025
	1	4/15/2019	4/30/2022
	P	3/4/2019	4/30/2019
Knote, Richard	2	5/2/2022	4/30/2025
	1	4/15/2019	4/30/2022
	P	6/18/2018	4/30/2019
Kopp, Nancy	1	4/15/2024	4/30/2027
*Loy, Bruce	1	4/15/2024	4/30/2027
Mehner, Mark	1	4/15/2024	4/30/2027
	P	5/2/2022	4/30/2024
Ward, Kent	P	10/7/2024	4/30/2025
Wasson, Shawn	1	4/17/2023	4/30/2026
	P	9/20/2021	4/30/2023

**P = Partial Term**

**\* Board member resides outside Cape Girardeau city limits. See residency information below.**

**DESCRIPTION:** The airport board may recommend rules and regulations governing the use and operation of the airport. The board may make recommendations to the city council with respect to any contract, agreement, or lease for the construction, purchase of land and/or equipment, or other capital improvement, or for the maintenance or operation of the airport.

**NUMBER OF MEMBERS:** 9

**MEETING TIME:** Monthly, Second Tuesday at 11:30 a.m. at the Cape Girardeau Regional Airport Restaurant

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

**RESIDENCY:** Two members of the airport board may be residents of Cape Girardeau County, Scott County, Bollinger County, or Perry County. The remaining members must be residents of the city.

**STAFF LIAISON:** JoJo Stuart, Airport Manager (Coordinator: Audrey Lorch)

**COUNCIL LIAISON:** Mark Bliss

# AIRPORT ADVISORY BOARD - ATTENDANCE RECORDS

**Meeting Time:** Monthly, Second Tuesday at 11:30 a.m. at the Cape Girardeau Regional Airport Restaurant

**Ordinance Effective:** 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters	Termination Letter
	14	11	11	8	13	10	8	12	9	14	11	9		
Boeller, Keith	P	P	P											
Cleair, Beverly	P	P	P											
Davidson, Justin	P	P	P											
Knote, Richard	P	P	P											
Kopp, Nancy	P	P	P											
Loy, Bruce	P	P	P											
Mehner, Mark	P	A	P										3/5/2025	
Ward, Kent	P	P	P											
Wasson, Shawn	P	P	P											
<b>AGENDA RCVD</b>	x	x	x	x										
<b>MINUTES RCVD</b>	x	x	x											

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters	Termination Letter
	9	13	12	11	14	11	23	13	10	8	12	10		
Boeller, Keith	P	NM	A	SMp	P	P	SMp	P	P	P	P	P		
Cleair, Beverly	P	NM	P	SMp	P	P	SMa	P	P	P	P	P		
Davidson, Justin	P	NM	P	SMp	A	P	SMa	P	P	P	P	P	6/6/2024	
Knote, Richard	A	NM	P	SMp	P	P	SMp	P	P	P	P	P		
Kopp, Nancy					P	P	SMp	P	P	P	A	P		
Loy, Bruce					P	P	SMp	P	A	P	P	P		
Marshall, Mike	P	NM	P	SMa										4/30/2024
Mehner, Mark	P	NM	P	SMa	A	P	SMp	A	P	P	P	P	6/6/2024	
Noto, Dr. Quantella	P	NM	P	SMp	P	P								
Uzoaru, Joseph	P	NM	P	SMa										
Ward, Kent										P	P	P		
Wasson, Shawn	P	NM	P	SMp	P	P	SMa	P	P	P	P	P		
<b>AGENDA RCVD</b>	x	x	x	x	x	x	x	x	x	x	x	x		
<b>MINUTES RCVD</b>	x	NM	x	x	x	x	x	x	x	x	x	x		

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMp = Special Meeting Present

SMa = Special Meeting Absent

**Staff:** Traci Weissmueller, Deputy City Clerk  
**Agenda:** 4/21/2025

**MEMORANDUM**  
Cape Girardeau City Council

**SUBJECT**

Appointment of two regular members and one alternate member to the Board of Adjustment for terms expiring September 4, 2025, March 6, 2027, and March 6, 2030.

**EXECUTIVE SUMMARY**

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

Reg Swan has resigned from his position on the Board of Adjustment. His term was set to expire March 6, 2027.

One alternate position is currently vacant and expires September 4, 2025.

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

<b>FULL NAME</b>	<b>WARD</b>	<b>CITIZENS ACADEMY GRAD</b>
Larry Caldwell	4	NO
Jordan Drury	6	NO
Holly Godwin	5	NO
C. Donald Harris	5	NO
Richard Knot	4	NO

**BACKGROUND/DISCUSSION**

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

**GENERAL DIRECTION**

Unless directed otherwise, two regular appointments to the Board of Adjustment for terms expiring March 6, 2027 and March 6, 2030, and one alternate appointment for a term expiring September 4, 2025, will appear on a future agenda for consideration.

**ATTACHMENTS:**

Name:	Description:
<a href="#">ADVISORY_BOARD_ROSTERS.pdf</a>	Board of Adjustment Roster
<a href="#">ADVISORY_BOARD_ATTENDANCE.pdf</a>	Board of Adjustment Attendance
<a href="#">CALDWELL_LARRY_02.05.2025.pdf</a>	Application Larry Caldwell
<a href="#">DRURY_JORDAN_03.26.2025.pdf</a>	Application Jordan Drury
<a href="#">Godwin_Holly.05-13-24.pdf</a>	Application Holly Godwin
<a href="#">HARRIS_C_DONALD_02.05.2025.pdf</a>	Application C Donald Harris
<a href="#">KNOTE_RICHARD_02.01.2025.pdf</a>	Application Richard Knote

# BOARD OF ADJUSTMENT

## 3/17/2025 ROSTER

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

### P = Partial Term

**DESCRIPTION:** Hears and decides appeals from decisions of the building official in the enforcement of the zoning ordinance. Hears requests for variances from provisions of the zoning ordinance where strict enforcement would cause undue hardship due to circumstances unique to the individual under consideration. The Board of Adjustment shall not permit, as a variance, any use in a district that is not permitted under the zoning ordinance. The Board may impose conditions in the granting of variances to insure compliance and to protect adjacent property.

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

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

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

**RESIDENCY:** City of Cape Girardeau

**STAFF LIAISON:** Ryan Shrimplin, City Planner (Coordinator: Carol Peters)

# BOARD OF ADJUSTMENT - ATTENDANCE RECORDS

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

Ordinance Effective: 04/13/2000

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

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

P = Present

A = Absent

NM = No Meeting or Meeting Cancelled

SMP = Special Meeting Present

SMA = Special Meeting Absent

---

**Staff:** Traci Weissmueller, Deputy City Clerk  
**Agenda:** 4/21/2025

**MEMORANDUM**  
Cape Girardeau City Council

---

**SUBJECT**

Appointment of the Jaycee representative on the Golf Course Advisory Board for a term expiring September 4, 2026.

---

**EXECUTIVE SUMMARY**

Eric Craiglow has served as the Jaycee's representative on the Golf Course Advisory Board since 2022. He has resigned from this position. This term is set to expire September 4, 2026.

---

**BACKGROUND/DISCUSSION**

The Municipal Golf Course Advisory Board acts in an advisory capacity to the City Council to review, promote and expedite development and use of the Jaycee Municipal Golf Course facilities. The Board may study any problem or condition relating to the construction, operation, maintenance or improvement of, or addition to the golf course or related facilities and may present its findings and related recommendations to the City Council.

The City Council shall appoint the nine members of the Board by formal motion and vote. Members of the Board serve for terms of three years. One member of the Municipal Golf Course Advisory Board shall be a member of Cape Jaycees and designated by that organization as its representative on the Board.

---

**GENERAL DIRECTION**

Unless directed otherwise, one appointment to the Golf Course Advisory Board for a term expiring September 4, 2026, will appear on a future agenda for consideration.

<b>ATTACHMENTS:</b>	
Name:	Description:
<a href="#">ADVISORY_BOARD_ROSTERS.pdf</a>	Golf Course Advisory Board Roster
<a href="#">ADVISORY_BOARD_ATTENDANCE.pdf</a>	Golf Course AB Attendance
<a href="#">HANDLEY_JAROD_04.08.2025.pdf</a>	Jarod Handley Application

# GOLF COURSE ADVISORY BOARD

## 4/8/2025 ROSTER

NAME	TERM #	APPOINTED	TERM EXPIRES
Craiglow, Eric (Jaycees)	1	9/5/2023	9/4/2026
	P	7/5/2022	9/4/2023
Esicar, Janet	2	11/4/2024	11/12/2027
	1	11/1/2021	11/12/2024
	P	3/1/2021	11/12/2021
Gannon, Cindy	2	3/6/2023	1/18/2026
	1	1/21/2020	1/18/2023
	P	9/3/2019	1/18/2020
Jones, Kristen	P	9/3/2024	11/12/2025
Kelley, Timothy	P	3/18/2025	1/18/2026
Kneer, Claire	2	11/20/2023	11/12/2026
	1	11/2/2020	11/12/2023
Parham, Josh	2	11/4/2024	11/12/2027
	1	11/1/2021	11/12/2024
	P	3/1/2021	11/12/2021
Pingel, Dale	1	11/7/2022	11/12/2025
Pippins, Lindsey	1	9/5/2023	9/4/2026

**P = Partial Term**

**DESCRIPTION:** Recommends policy regarding capital improvements and programming to staff. One member shall be a member of Cape Jaycees and designated by that organization as its representative.

**NUMBER OF MEMBERS:** 9

**MEETING TIME:** Bi-Monthly (even months), Fourth Thursday at noon at the Osage Centre

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

**RESIDENCY:** City of Cape Girardeau

**STAFF LIAISON:** Doug Gannon, Parks Director (Coordinator: Natalia Beasley)

# GOLF COURSE ADVISORY BOARD - ATTENDANCE RECORDS

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

Ordinance Effective: 04/13/2000

2025	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
		27		24		26		28		23		?				
Craiglow, Eric (Jaycees)	NM	P	NM													
Esicar, Janet	NM	A	NM													
Gannon, Cindy	NM	P	NM													
Jones, Kristen	NM	A	NM													
Kelley, Timothy			NM													
Kneer, Claire	NM	P	NM													
Parham, Josh	NM	P	NM													
Pingel, Dale	NM	P	NM													
Pippins, Lindsey	NM	P	NM													
Wittenborn, Brad	NM	P														
<b>AGENDA RCVD</b>	NM	x	NM													
<b>MINUTES RCVD</b>	NM	x	NM													

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Warning Letters			Termination Letter
		22		25		27		22		24		5				
Craiglow, Eric (Jaycees)	NM	A	NM	P	NM	A	NM	A	NM	P	NM	SMp	08/28/24			
Esicar, Janet	NM	A	NM	P	NM	P	NM	P	NM	P	NM	SMA				
Gannon, Cindy	NM	P	NM	SMA												
Jones, Kristin										P	NM	SMp				
Kneer, Clair	NM	P	NM	P	NM	P	NM	P	NM	A	NM	SMA				
Parham, Josh	NM	A	NM	P	NM	P	NM	P	NM	P	NM	SMp				
Pingel, Dale	NM	P	NM	SMp												
Pippens, Lindsey	NM	P	NM	SMp												
Saverino, Nate	NM	P	NM	P	NM	P	NM	P								6/10/2024
Wittenborn, Brad	NM	P	NM	SMp												
<b>AGENDA RCVD</b>	NM	x														
<b>MINUTES RCVD</b>	NM	x														

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  
**Agenda:** Clerk  
4/21/2025

**MEMORANDUM**  
Cape Girardeau City Council

---

**SUBJECT**

Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2026.

**EXECUTIVE SUMMARY**

Bloomfield Crossing Community Improvement District Proposed Budget for FYE June 30, 2026.

**BACKGROUND/DISCUSSION**

The Bloomfield Crossing Community Improvement District submitted its proposed Budget Ending June 30, 2026, for City Council's comment. See attachment.

**GENERAL DIRECTION**

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office no later than April 30, 2025.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Bloomfield_Crossing_CID - 2026_DRAFT_Budget_Message_to_the_City.pdf</a>	Bloomfield CID Budget 2025-2026 draft



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 28, 2025

**VIA ELECTRONIC MAIL**

Ms. Gayle Conrad  
City Clerk  
City of Cape Girardeau  
44 North Lorimier  
Cape Girardeau, Missouri 63701

Re: Bloomfield Crossing Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the Bloomfield Crossing Community Improvement District for the fiscal year ending June 30, 2026. Please forward any comments that the Mayor and City Council may have no later than May 1.

Please feel free to call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mark A. Spykerman', with a long horizontal flourish extending to the right.

Mark A. Spykerman

MAS:etm  
Enclosure

**BLOOMFIELD CROSSING  
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2025**

**AND**

**BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2026**

**BOARD OF DIRECTORS AND OTHER OFFICIALS**

*Jason Coalter, Chairman and Director  
Brenda Kluesner, Vice Chairman and Director  
Britnie Unterreiner, Treasurer and Director  
Cynthia McCormick, Secretary and Director  
Dalton Buehler, Director  
John Grimm, Assistant Secretary*

## **BUDGET MESSAGE**

### **BACKGROUND**

On November 15, 2021, the Bloomfield Crossing Community Improvement District (the “District”) was created by the City of Cape Girardeau, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

### **PROJECT PURPOSE**

The District was formed to assist in the funding of the District’s services and improvements including: (1) The rehabilitation and renovation of commercial buildings, (2) demolition of commercial buildings, and parking lot and (3) internal vehicular and pedestrian traffic improvements within the district.

### **REVENUE SOURCES**

On January 21, 2022, the Board of Directors of the District authorized the imposition of one percent (1.0%) sales and use tax on all retail sales made within the District (the “District Sales and Use Tax”). The election for approval of the District Sales and Use Tax by the qualified voters was held on February 22, 2022. The District Sales and Use Tax will become effective on July 1, 2022, and will remain in place for up to twenty-seven (27) years.

On May 10, 2022, the District adopted a resolution approving and imposing a special assessment in an amount not to exceed \$1.25 per gross leasable square foot being the interior square footage of privately-owned buildings within the District that is available for rent or occupancy by businesses and other entities, but not including any common areas, as certified annually by the District’s chairman or vice-chairman.

### **BUDGET SUMMARY**

For the fiscal year ending June 30, 2026, the District expects approximately \$86,860 in revenues.

### **BUDGET PERIOD**

This budget relates to the periods (1) beginning July 1, 2024 and ending June 30, 2025, and (2) beginning July 1, 2025 and ending June 30, 2026.

### **CID ADMINISTRATION**

Gilmore & Bell, P.C.

Respectfully Submitted,

---

Treasurer  
Bloomfield Crossing Community Improvement District

**Bloomfield Crossing  
Community Improvement District**

	2024 (Actual)	2025 Budget (Original)	2025 Budget (Year to Date) <sup>1</sup>	2025 Budget (Amended)	2026 Budget
<b>Collections</b>					
Sales Tax Revenue <sup>1</sup>	\$ 29,095.51	\$ 32,000.00	\$ 23,388.45	\$ 31,184.60	\$ 32,000.00
Developer Contribution	-	-	-	-	-
Special Assessment	54,859.92	54,859.92	-	54,859.92	54,859.92
Interest	-	-	-	-	-
	<u>83,955.43</u>	<u>86,859.92</u>	<u>23,388.45</u>	<u>86,044.52</u>	<u>86,859.92</u>
Total Collections					
<b>Disbursements</b>					
Admin./Legal Fees	5,000.00	5,000.00	5,010.76	5,010.76	5,000.00
Audit Fees	-	-	-	-	-
Insurance	317.00	325.00	-	325.00	325.00
Bank Fees	-	20.00	-	20.00	20.00
Miscellaneous	-	-	-	-	-
Reimbursement Payments	138,110.31	88,000.00	23,824.46	23,824.46	145,732.35
	<u>143,427.31</u>	<u>93,345.00</u>	<u>28,835.22</u>	<u>29,180.22</u>	<u>151,077.35</u>
Total Disbursements					
Increase (decrease) in cash	<u>(59,471.88)</u>	<u>(6,485.08)</u>	<u>(5,446.77)</u>	<u>56,864.30</u>	<u>(64,217.43)</u>
Cash balance at beginning of period	<u>67,825.01</u>	<u>7,619.31</u>	<u>8,353.13</u>	<u>8,353.13</u>	<u>65,217.43</u>
Cash balance at end of period	<u>\$ 8,353.13</u>	<u>\$ 1,134.23</u>	<u>\$ 2,906.36</u>	<u>\$ 65,217.43</u>	<u>\$ 1,000.00</u>

Notes:

<sup>1</sup>As of 3/25/2025

---

**Staff:** Gayle L. Conrad, CMC/MPCC,  
Director of Citizen Services/City  
**Agenda:** Clerk  
4/21/2025

**MEMORANDUM**  
Cape Girardeau City Council

---

**SUBJECT**

Cape Dogwood Community Improvement District Proposed Budget for FYE June 30, 2026.

**EXECUTIVE SUMMARY**

Cape Dogwood Community Improvement District Proposed Budget for FYE June 30, 2026.

**BACKGROUND/DISCUSSION**

The Cape Dogwood Community Improvement District submitted its proposed Budget Ending June 30, 2026, for City Council's comment. See attachment.

**GENERAL DIRECTION**

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office no later than April 30, 2025.

**ATTACHMENTS:**

Name:	Description:
<a href="#">Cape_Dogwood_CID_-_2026_DRAFT_Budget_Message_to_City.pdf</a>	Cape Dogwood CID Budget 2025-2026 draft



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 28, 2025

**VIA ELECTRONIC MAIL**

Ms. Gayle Conrad  
City Clerk  
City of Cape Girardeau  
44 North Lorimier  
Cape Girardeau, Missouri 63701

Re: Cape Dogwood Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the Cape Dogwood Community Improvement District for the fiscal year ending June 30, 2026. Please forward any comments that the Mayor and City Council may have no later than May 1.

Please feel free to call me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'MAS' followed by a flourish.

Mark A. Spykerman

MAS:etm

Enclosure

cc (w/enclosure): *Ms. Mina Patel*  
*Mr. John Schneider*

**CAPE DOGWOOD  
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2025**

**AND**

**BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2026**

**BOARD OF DIRECTORS AND OTHER OFFICIALS**

*Anand Patel, Chairman and Director  
Anand Patel, Jr., Vice Chairman and Director  
Anissa Patel, Treasurer, Secretary and Director  
Mark Hogan, Director  
James Limbaugh, Director*

# CAPE DOGWOOD COMMUNITY IMPROVEMENT DISTRICT

## BUDGET MESSAGE

### BACKGROUND

On April 2, 2018, the Cape Dogwood Community Improvement District (the “District”) was created by the City of Cape Girardeau, Missouri (the “City”) as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

### PROJECT DESCRIPTION

The District was formed to fund or assist in funding the CID services and improvements (collectively, the “CID Project”), as well as the administrative, legal and other costs relating to the ongoing operation of the District. The CID Project includes improvements to a blighted area located in the central part of Cape Girardeau, Missouri. On June 20, 2018, a Development Agreement (the “Agreement”) was made and entered by and between the City of Cape Girardeau, Missouri (the “City”), the District, Cape Dogwood Redevelopment Corporation and Cape Dogwood 573, L.L.C. The Agreement is to document the process by which the District will reimburse the Developer for reimbursable CID Project costs, provides for the payment of operating costs of the District and provides assurances to the District and the City regarding the implementation of the CID Project. It is the intent of the District to use funds from sales tax revenues to reimburse the Developer.

### REVENUE SOURCES

On June 27, 2018, the Board of Directors of the District authorized the imposition of a one percent (1.0%) sales and use tax on all retail sales made within the District (the “CID Sales Tax”). The election for approval of the CID Sales Tax by the qualified voters was held on September 4, 2018. The CID Sales Tax became effective January 1, 2019, and will remain in place for up to thirty-five (35) years.

### BUDGET SUMMARY

For the fiscal year ending June 30, 2026, the District expects \$50,885 in revenues.

### BUDGET PERIOD

This budget relates to the periods beginning July 1, 2024 and ending of June 30, 2025 and beginning July 1, 2025 and ending June 30, 2026.

Respectfully Submitted,

---

Treasurer

**Cape Dogwood**  
**Community Improvement District**  
Fund Statement  
2024 Actual

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
<b>Collections</b>					
Sales Tax Revenue	\$ -	\$ 60,881.89	\$ -	\$ -	\$ 60,881.89
Development Contribution	-	-	-	-	-
Interest	-	-	3,774.12	575.47	4,349.59
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Collections</b>	-	60,881.89	3,774.12	575.47	65,231.48
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Disbursements</b>					
Legal Fees	-	-	-	-	-
Bank Fees	20.00	-	-	-	20.00
Insurance	-	-	-	2,310.00	2,310.00
Development Agrmt. Reimbursement Payments	-	-	153,665.78	-	153,665.78
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Disbursements</b>	20.00	-	153,665.78	8,310.00	161,995.78
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash from operations	(20.00)	60,881.89	(149,891.66)	(7,734.53)	(96,764.30)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Fund Transfers</b>					
Transfers in	2,925.00	2,926.90	63,808.79	26,238.16	95,898.85
Transfers out	(5,851.90)	(63,808.79)	(26,238.16)	-	(95,898.85)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total fund transfers</b>	(2,926.90)	(60,881.89)	37,570.63	26,238.16	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash	(2,946.90)	-	(112,321.03)	18,503.63	(96,764.30)
Cash balance at beginning of period	2,946.90	-	112,321.03	7,086.19	122,354.12
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,589.82</u>	<u>\$ 25,589.82</u>

**Cape Dogwood  
Community Improvement District**  
Fund Statement  
2025 Year-to-Date\*

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
<b>Collections</b>					
Sales Tax Revenue	\$ -	\$ 37,497.29	\$ -	\$ -	\$ 37,497.29
Development Contribution	-	-	-	-	-
Interest	-	-	191.04	693.85	884.89
<b>Total Collections</b>	<u>-</u>	<u>37,497.29</u>	<u>191.04</u>	<u>693.85</u>	<u>38,382.18</u>
<b>Disbursements</b>					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Development Agrmt. Reimbursement Payments	-	-	20,723.42	-	20,723.42
District Administrative Fees	-	-	-	5,004.14	5,004.14
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>20,723.42</u>	<u>6,004.14</u>	<u>26,727.56</u>
Increase (decrease) in cash from operations	-	37,497.29	(20,532.38)	(5,310.29)	11,654.62
<b>Fund Transfers</b>					
Transfers in	-	-	37,497.29	-	37,497.29
Transfers out	-	(37,497.29)	-	-	(37,497.29)
<b>Total fund transfers</b>	<u>-</u>	<u>(37,497.29)</u>	<u>37,497.29</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	-	-	16,964.91	(5,310.29)	11,654.62
Cash balance at beginning of period	-	-	-	25,589.82	25,589.82
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,964.91</u>	<u>\$ 20,279.53</u>	<u>\$ 37,244.44</u>

\* As of 3/25/2025

**Cape Dogwood  
Community Improvement District**

Fund Statement  
2025

Original Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
<b>Collections</b>					
Sales Tax Revenue	\$ -	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00
Development Contribution	-	-	-	-	-
Interest	-	-	191.04	693.85	884.89
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Collections</b>	-	65,000.00	191.04	693.85	65,884.89
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Disbursements</b>					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Development Agrmt. Reimbursement Payments	-	-	72,000.00	-	72,000.00
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Disbursements</b>	-	-	72,000.00	6,000.00	78,000.00
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash from operations	-	65,000.00	(71,808.96)	(5,306.15)	(12,115.11)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Fund Transfers</b>					
Transfers in	-	-	65,000.00	13,249.00	78,249.00
Transfers out	-	(65,000.00)	(13,249.00)	-	(78,249.00)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total fund transfers</b>	-	(65,000.00)	51,751.00	13,249.00	-
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Increase (decrease) in cash	-	-	(20,057.96)	7,942.85	(12,115.11)
Cash balance at beginning of period	-	-	18,357.24	12,340.85	30,698.09
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,700.72)</u>	<u>\$ 20,283.70</u>	<u>\$ 18,582.98</u>

**Cape Dogwood**  
**Community Improvement District**  
Fund Statement  
2025 Amended Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
<b>Collections</b>					
Sales Tax Revenue	\$ -	\$ 49,996.39	\$ -	\$ -	\$ 49,996.39
Development Contribution	-	-	-	-	-
Interest	-	-	191.04	693.85	884.89
<b>Total Collections</b>	<u>-</u>	<u>49,996.39</u>	<u>191.04</u>	<u>693.85</u>	<u>50,881.28</u>
<b>Disbursements</b>					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Development Agrmt. Reimbursement Payments	-	-	36,938.46	-	36,938.46
District Administrative Fees	-	-	-	5,004.14	5,004.14
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>36,938.46</u>	<u>6,004.14</u>	<u>42,942.60</u>
Increase (decrease) in cash from operations	-	49,996.39	(36,747.42)	(5,310.29)	7,938.68
<b>Fund Transfers</b>					
Transfers in	-	-	49,996.39	13,248.97	63,245.36
Transfers out	-	(49,996.39)	(13,248.97)	-	(63,245.36)
<b>Total fund transfers</b>	<u>-</u>	<u>(49,996.39)</u>	<u>36,747.42</u>	<u>13,248.97</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	7,938.68	7,938.68
Cash balance at beginning of period	-	-	-	25,589.82	25,589.82
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 33,528.50</u>	<u>\$ 33,528.50</u>

**Cape Dogwood  
Community Improvement District**  
Fund Statement  
2026 Budget

	Southern Bank	Sales Tax Trust Fund	Reimbursement Fund	Operating Fund	Fund Total
<b>Collections</b>					
Sales Tax Revenue	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Development Contribution	-	-	-	-	-
Interest	-	-	191.04	693.85	884.89
<b>Total Collections</b>	<u>-</u>	<u>50,000.00</u>	<u>191.04</u>	<u>693.85</u>	<u>50,884.89</u>
<b>Disbursements</b>					
Legal Fees	-	-	-	-	-
Bank Fees	-	-	-	-	-
Insurance	-	-	-	-	-
Development Agrmt. Reimbursement Payments	-	-	36,677.09	-	36,677.09
District Administrative Fees	-	-	-	5,000.00	5,000.00
Trustee/Fiscal Agent Fees	-	-	-	1,000.00	1,000.00
Miscellaneous	-	-	-	-	-
<b>Total Disbursements</b>	<u>-</u>	<u>-</u>	<u>36,677.09</u>	<u>6,000.00</u>	<u>42,677.09</u>
Increase (decrease) in cash from operations	-	50,000.00	(36,486.05)	(5,306.15)	8,207.80
<b>Fund Transfers</b>					
Transfers in	-	-	50,000.00	13,513.95	63,513.95
Transfers out	-	(50,000.00)	(13,513.95)	-	(63,513.95)
<b>Total fund transfers</b>	<u>-</u>	<u>(50,000.00)</u>	<u>36,486.05</u>	<u>13,513.95</u>	<u>-</u>
Increase (decrease) in cash	-	-	-	8,207.80	8,207.80
Cash balance at beginning of period	-	-	-	33,528.50	33,528.50
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,736.30</u>	<u>\$ 41,736.30</u>

---

**Staff:** Gayle L. Conrad, CMC/MPCC,  
Director of Citizen Services/City  
**Agenda:** Clerk  
4/21/2025

**MEMORANDUM**  
Cape Girardeau City Council

---

**SUBJECT**

RCC Community Improvement District Proposed Budget for FYE June 30, 2026.

**EXECUTIVE SUMMARY**

RCC Community Improvement District Proposed Budget for FYE June 30, 2026.

**BACKGROUND/DISCUSSION**

The RCC Community Improvement District submitted its proposed Budget Ending June 30, 2026, for City Council's comment. See attachment.

**GENERAL DIRECTION**

If the City Council has any comments on the proposed budget, please submit to the City Clerk's Office no later than April 30, 2025.

**ATTACHMENTS:**

Name:	Description:
<a href="#">RCC CID - 2026 DRAFT Budget Message to City.pdf</a>	RCC CID Budget 2025-2026 draft



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

March 28, 2025

**VIA ELECTRONIC MAIL**

Ms. Gayle Conrad  
City Clerk  
City of Cape Girardeau  
44 North Lorimier  
Cape Girardeau, Missouri 63701

Re: RCC Community Improvement District

Dear Gayle:

Pursuant to Section 67.1471 of the Revised Statutes of Missouri, as amended, enclosed for the Mayor and City Council's review and comment is the proposed budget for the RCC Community Improvement District for the fiscal year ending June 30, 2026. Please forward any comments that the Mayor and City Council may have no later than May 1.

Please feel free to call me if you have any questions.

Very truly yours,

A blue ink handwritten signature of Mark A. Spykerman, consisting of a stylized 'M' followed by a long horizontal stroke.

Mark A. Spykerman

MAS:etm  
Enclosure

**RCC  
COMMUNITY IMPROVEMENT DISTRICT**

**AMENDED BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2025**

**AND**

**BUDGET FOR  
FISCAL YEAR ENDING  
JUNE 30, 2026**

**BOARD OF DIRECTORS AND OTHER OFFICIALS**

*John Nicholas Martin, Chairman and Director  
Eric Williams, Vice Chairman, Treasurer and Director  
Lucas Haley, Secretary and Director  
Michael Williams, Assistant Treasurer and Director  
Wyky Jean, Assistant Secretary and Director*

## **BUDGET MESSAGE**

### **BACKGROUND**

On October 2, 2023, the RCC Community Improvement District (the “District”) was created pursuant to Ordinance No. 5686 approved by the City Council of the City of Cape Girardeau, Missouri, as a community improvement district pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”).

### **PROJECT PURPOSE**

The stated purpose of the District pursuant to the Petition for Establishment of the RCC Community Improvement District dated July 21, 2023, (the “Petition”) is to provide Eligible Services, Eligible Improvements (as such terms are defined in the Petition) and exercise any authorized purpose of the District pursuant to the CID Act.

### **REVENUE SOURCES**

On December 12, 2023, the Board of Directors of the District authorized the imposition of a one percent (1.0%) sales and use tax on all retail sales made within the District (the “District Sales and Use Tax”). The election for approval of the District Sales and Use Tax by the qualified voters was held on February 27, 2024. The District Sales and Use Tax will become effective on July 1, 2024, and will remain in place for up to twenty-seven (27) years.

The District's source of revenue is anticipated to initially be the District Sales and Use Tax and special assessments.

### **BUDGET SUMMARY**

For the fiscal year ending June 30, 2026, the District expects \$826,611 in revenues.

### **BUDGET PERIOD**

This budget relates to the periods (1) beginning July 1, 2024 and ending June 30, 2025, and (2) beginning July 1, 2025 and ending June 30, 2026.

### **CID ADMINISTRATION**

Gilmore & Bell, P.C.

Respectfully Submitted,

---

Treasurer  
RCC Community Improvement District

**RCC**  
**Community Improvement District**  
2024 Fiscal Year

	<b>District Trust Fund</b>	<b>Operating Account</b>	<b>Fund Total</b>
<b>Collections</b>			
Sales Tax Revenue	\$ -	\$ -	\$ -
Development Contribution	-	2,666.50	2,666.50
Special Assessment	-	-	-
Interest	-	-	-
	<hr/>	<hr/>	<hr/>
<b>Total Collections</b>	<hr/> <b>-</b>	<hr/> <b>2,666.50</b>	<hr/> <b>2,666.50</b>
<b>Disbursements</b>			
Annual Operating Costs	-	-	-
Admin./Legal Fees	-	-	-
Audit Fees	-	-	-
Transfer to TIF EATS Account	-	-	-
Transfer to Bond Trustee	-	-	-
Insurance	-	1,929.00	1,929.00
Fiscal Agent Fees	-	-	-
Bank Fees	-	-	-
Election Fees	-	737.50	737.50
	<hr/>	<hr/>	<hr/>
<b>Total Disbursements</b>	<hr/> <b>-</b>	<hr/> <b>2,666.50</b>	<hr/> <b>2,666.50</b>
Increase (decrease) in cash from operations	-	-	-
<b>Fund Transfers</b>			
Transfers in	-	-	-
Transfers out	-	-	-
<b>Total fund transfers</b>	<hr/> <b>-</b>	<hr/> <b>-</b>	<hr/> <b>-</b>
Increase (decrease) in cash	-	-	-
Cash balance at beginning of period	<hr/> <b>-</b>	<hr/> <b>-</b>	<hr/> <b>-</b>
<b>Cash balance at end of period</b>	<hr/> <b>\$ -</b>	<hr/> <b>\$ -</b>	<hr/> <b>\$ -</b>

**RCC**  
**Community Improvement District**  
2025 Fiscal Year Activity through March 25, 2025

	<b>District Trust Fund</b>	<b>Revenue Fund</b>	<b>Operating Account</b>	<b>Fund Total</b>
<b>Collections</b>				
Sales Tax Revenue	\$ 132,740.59	\$ -	\$ -	\$ 132,740.59
Development Contribution	-	-	-	-
Special Assessment	-	-	-	-
Interest	-	-	-	-
	<u>132,740.59</u>	<u>-</u>	<u>-</u>	<u>132,740.59</u>
<b>Total Collections</b>	<u>132,740.59</u>	<u>-</u>	<u>-</u>	<u>132,740.59</u>
<b>Disbursements</b>				
Annual Operating Costs	-	-	-	-
Admin./Legal Fees	-	-	-	-
Audit Fees	-	-	-	-
Transfer to Debt Service Fund	-	-	-	-
Transfer to TIF EATS Account	-	66,370.31	-	66,370.31
Transfer to Bond Trustee	-	-	-	-
Insurance	-	-	-	-
Trustee Fees	-	-	-	-
Fiscal Agent Fees	-	-	-	-
Bank Fees	97.38	-	-	97.38
Election Fees	-	-	-	-
	<u>97.38</u>	<u>66,370.31</u>	<u>-</u>	<u>66,467.69</u>
<b>Total Disbursements</b>	<u>97.38</u>	<u>66,370.31</u>	<u>-</u>	<u>66,467.69</u>
Increase (decrease) in cash from operations	132,643.21		-	132,643.21
<b>Fund Transfers</b>				
Transfers in	-	66,370.31	-	66,370.31
Transfers out	(117,290.59)	-	-	(117,290.59)
<b>Total fund transfers</b>	<u>(117,290.59)</u>	<u>66,370.31</u>	<u>-</u>	<u>(50,920.28)</u>
Increase (decrease) in cash	15,352.62	-	-	15,352.62
Cash balance at beginning of period	-	-	-	-
<b>Cash balance at end of period</b>	<u>\$ 15,352.62</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,352.62</u>

**RCC**  
**Community Improvement District**  
2025 Fiscal Year Original Budget

	<b>District Trust Fund</b>	<b>Operating Account</b>	<b>Fund Total</b>
<b>Collections</b>			
Sales Tax Revenue	\$ 310,000.00	\$ -	\$ 310,000.00
Development Contribution	-	-	-
Special Assessment	-	-	-
Interest	-	-	-
	<u>310,000.00</u>	<u>-</u>	<u>310,000.00</u>
<b>Total Collections</b>	<u>310,000.00</u>	<u>-</u>	<u>310,000.00</u>
<b>Disbursements</b>			
Annual Operating Costs	-	-	-
Admin./Legal Fees	-	8,000.00	8,000.00
Audit Fees	-	-	-
Transfer to TIF EATS Account	105,000.00	-	105,000.00
Transfer to Bond Trustee	-	-	-
Insurance	-	-	-
Fiscal Agent Fees	-	-	-
Bank Fees	-	-	-
Election Fees	-	-	-
	<u>105,000.00</u>	<u>8,000.00</u>	<u>113,000.00</u>
<b>Total Disbursements</b>	<u>105,000.00</u>	<u>8,000.00</u>	<u>113,000.00</u>
Increase (decrease) in cash from operations	205,000.00	(8,000.00)	197,000.00
<b>Fund Transfers</b>			
Transfers in	-	15,450.00	15,450.00
Transfers out	(15,450.00)	-	(15,450.00)
<b>Total fund transfers</b>	<u>(15,450.00)</u>	<u>15,450.00</u>	<u>-</u>
Increase (decrease) in cash	189,550.00	7,450.00	197,000.00
Cash balance at beginning of period	-	-	-
<b>Cash balance at end of period</b>	<u>\$ 189,550.00</u>	<u>\$ 7,450.00</u>	<u>\$ 197,000.00</u>

**RCC**  
**Community Improvement District**  
2025 Fiscal Year Amended Budget

	District Trust Fund	Revenue Fund	Operating Account	Fund Total
<b>Collections</b>				
Sales Tax Revenue	\$ 227,555.30	\$ -	\$ -	\$ 227,555.30
Development Contribution	-	-	-	-
Special Assessment	-	-	-	-
Interest	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Collections</b>	<u>227,555.30</u>	<u>-</u>	<u>-</u>	<u>227,555.30</u>
<b>Disbursements</b>				
Annual Operating Costs	-	-	-	-
Admin./Legal Fees	-	-	8,000.00	8,000.00
Audit Fees	-	-	-	-
Transfer to Debt Service Fund	-	94,164.15	-	94,164.15
Transfer to TIF EATS Account	-	113,777.65	-	113,777.65
Transfer to Bond Trustee	-	-	-	-
Insurance	-	-	-	-
Trustee Fees	-	3,500.00	-	-
Fiscal Agent Fees	-	-	600.00	600.00
Bank Fees	200.00	-	-	200.00
Election Fees	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Total Disbursements</b>	<u>200.00</u>	<u>211,441.80</u>	<u>8,600.00</u>	<u>216,741.80</u>
Increase (decrease) in cash from operations	227,355.30	(211,441.80)	(8,600.00)	7,313.50
<b>Fund Transfers</b>				
Transfers in	-	211,441.80	15,913.50	227,355.30
Transfers out	(227,355.30)	-	-	(227,355.30)
<b>Total fund transfers</b>	<u>(227,355.30)</u>	<u>211,441.80</u>	<u>15,913.50</u>	<u>-</u>
Increase (decrease) in cash	-	0.00	7,313.50	7,313.50
Cash balance at beginning of period	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,313.50</u>	<u>\$ 7,313.50</u>

**RCC**  
**Community Improvement District**  
2026 Fiscal Year Budget

	<b>District Trust Fund</b>	<b>Revenue Fund</b>	<b>Operating Account</b>	<b>Fund Total</b>
<b>Collections</b>				
Sales Tax Revenue	\$ 828,611.00	\$ -	\$ -	\$ 828,611.00
Development Contribution	-	-	-	-
Special Assessment	-	-	-	-
Interest	-	-	-	-
<b>Total Collections</b>	<u>828,611.00</u>	<u>-</u>	<u>-</u>	<u>828,611.00</u>
<b>Disbursements</b>				
Annual Operating Costs	-	-	-	-
Admin./Legal Fees	-	-	8,000.00	8,000.00
Audit Fees	-	-	-	-
Transfer to Debt Service Fund	-	1,206,772.59	-	1,206,772.59
Transfer to TIF EATS Account	-	414,305.50	-	414,305.50
Transfer to Bond Trustee	-	-	-	-
Insurance	-	-	-	-
Trustee Fees	-	3,500.00	-	-
Fiscal Agent Fees	-	-	600.00	-
Bank Fees	200.00	-	-	200.00
Election Fees	-	-	-	-
<b>Total Disbursements</b>	<u>200.00</u>	<u>1,624,578.09</u>	<u>8,600.00</u>	<u>1,629,278.09</u>
Increase (decrease) in cash from operations	828,411.00		(8,600.00)	819,811.00
<b>Fund Transfers</b>				
Transfers in	-	1,624,578.09	16,390.91	1,640,969.00
Transfers out	(828,411.00)	-	-	(828,411.00)
<b>Total fund transfers</b>	<u>(828,411.00)</u>	<u>1,624,578.09</u>	<u>16,390.91</u>	<u>812,558.00</u>
Increase (decrease) in cash	-	-	7,790.91	11,890.91
Cash balance at beginning of period	-	-	7,313.50	7,313.50
<b>Cash balance at end of period</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,104.41</u>	<u>\$ 19,204.41</u>

Staff:  
Agenda: 4/21/2025

**AGENDA REPORT**  
Cape Girardeau City Council

**SUBJECT**

Advisory Board Minutes

- Airport Advisory Board - 3/11/2025
- Board of Adjustment - No March Meeting
- Board of Appeals - No March Meeting
- Convention & Visitors Bureau Advisory Board - 03/03/2025
- Golf Course Advisory Board - No March Meeting
- Historic Preservation Commission - 03/19/2025
- Liquor License Review Board - No March Meeting
- Parks & Recreation Advisory Board - 3/10/2025
- Planning and Zoning Commission - 3/12/2025
- Special Business District Advisory Commission - No March Meeting
- Tree Board - No March Meeting

**ATTACHMENTS:**

Name:	Description:
<a href="#">2025.03.11_Airport_Minutes.pdf</a>	03.11.2025 Airport Minutes
<a href="#">3.3.25_Board_Meeting_Minutes_-_DRAFT.pdf</a>	03.03.2025 CVB Minutes Draft
<a href="#">Historic_Preservation_Commission_Minutes_03-19-25_-_DRAFT.pdf</a>	03.19.2025 HPC Minutes Draft
<a href="#">3.10.25_Advisory_Board_Meeting_Minutes_DRAFT.pdf</a>	03.10.2025 Parks and Rec Minutes Draft
<a href="#">Planning_and_Zoning_Commission_Minutes_03-12-25_-_Draft.pdf</a>	03.12.2025 P&Z Minutes Draft



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes  
March 11, 2025**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on March 11, 2025 at 11:30am at Airport Terminal Conference Room.

**Board Members Present:**

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

**Staff Present:**

JoJo Stuart, Airport Manager  
Audrey Lorch, Airport Support Spec.  
Mark Bliss, City Council Liaison (via phone)

**Appearances** – Gary Hill, Trevor Pulley, Assistant City Manager, John Russell

**Absent:** NA

**Call to Order/Approval of Minutes** – Mr. Boeller called the meeting to order at 11:30 am. Mr. Konte approved the January 2025 minutes. Ms. Clear second, All were in favor and the motion passed with a unanimous vote.

I. **Old Business -**

- **Airport Activity Report** – Mr. Stuart presented the February activity report, Contour enplanements for the month are slightly down due to snow and wind in many regions. Overall, for the year enplanements are up 10%.
- **Cape Aviation Report** – Mr. Stuart provided the fuel reports for February 2025, sales were slightly down due to the weather by 14%. YTD sales have increased by 8%. More discussion on topic.
- **Airport Projects Update -**
  - **T-Hangars** – Mr. Stuart informed the Board the T-Hangars are complete. At this time, contractors are waiting for the weather to break to move dirt and plant grass.

II. **EAS Proposal and Process** – Mr. Stuart has met with four airlines who will put their bids in the next few weeks. More discussion on topic.

III. **Veteran's Sendoff Flight** – Mr. Stuart reported, CGI will host the Veteran's sendoff flight, on March 27, and Contour will donate two aircraft for the flight to Washington DC. The Veteran's will return to CGI on March 29. Robert Wake of the Wake Foundation along with many sponsors will be assisting with the day.

IV. **Terminal Completion update** – Mr. Stuart noted there are still some punch items needing replaced and or repaired with the terminal, completion is very near.

V. **New Business** –

- **Tie Down Cut – In – US Aviation** – Mr. Stuart reported US Aviation would be getting new tie down units near their new classroom area.
- **New Board Member Openings** – The current Board Members have reviewed applications of interested potential board members for recommendation.
- **TTF Sales Tax Presentation** – Presented by Gary Hill and Trevor Pulley.

VI. **Non – Agenda Items** – Mr. Stuart wanted to comment how well snow mitigation went with the Operations Crew, CGI was able to remain open during the snow event.

I. **Adjournment**

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

**Minutes prepared by:**

---

**Audrey Lorch, Airport Support Specialist**

## Visit Cape - Advisory Board Meeting Minutes – *DRAFT* Monday, March 3, 2025

### Board Members Present:

Liz Haynes, Chairperson  
Quantella Noto, Vice-Chairperson  
Carl Ritter  
Randy Kluge  
John Echimovich  
Rob Gilligan  
Nate Saverino  
Anissa Patel  
Percy Huston, Parks & Recreation Advisory Board

Liaison

### Board Members Absent:

Lyle Randolph

### Parks and Recreation Department Staff Present:

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

### Welcome/Introductions

- Liz Haynes called the meeting to order at 12:15pm, on Monday March 3, 2025 at the Osage Centre meeting room 1A.

### Presentation

- Gary Hill gave a presentation and handout covering the Transportation Trust Fund (TTF). Gary provided information on the TTF group, and asked member of the board to help get the community informed before the election on April 8, 2025.

### Old Business

- **Approval of Minutes: February 3, 2025** – Chairwomen Haynes asked for everyone to review the minutes. Carl Ritter motioned to approve the minutes, Quantella Noto seconded. Minutes approved.

### New Business

- **Sub-Committees**
  - Doug Gannon presented the board members with a handout covering three new sub-committees for the Visit Cape Board. This handout covered the focus of each sub-committee and the responsibilities of each committee. New committees include Marketing and Promotions, Events and Program Development, Strategic Planning, Budget and Allocations. Each committee has three board member and two staff liaisons. These committees will meet in the even months and report at the full board meetings in the odd months.
- **Upcoming Events**
  - Several committee members advised of different events happening in and around Cape Girardeau for the next month. Most events can be found on the Visit Cape website.

### Reports

- **Simple View Report**
  - Brenda covered the Simple View handout of a summary of events the Cape Girardeau area has hosted and the projected EEL Value for the event.
- **Visit Cape/HMR Report**
  - Brenda covered the handout of latest hotel/motel tax totals for the current fiscal year.

- **Southeast Missouri State Athletics Event Updates**

- Nate Saverino provided that the Outdoor Track and Field OVC Championship will be held May 15 – 17, 2025 in Cape Girardeau, MO. Also the Men’s basketball was headed to the OVC Championship with the hopes of a birth into the NCAA bracket. Gymnastics held a meet this past weekend and brought in a sold out crowd for the first time this season.

### **Open Discussion**

### **Adjournment**

- Meeting was adjourned at 1:12pm made by Liz Haynes.

*Transcribed by: Moriah Lincoln, Administrative Coordinator*

*The Convention and Visitors Bureau Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Convention and Visitors Bureau 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..*

## HISTORIC PRESERVATION COMMISSION

### MEETING MINUTES

**March 19, 2025**

City Hall – Council Chambers  
44 North Lorimier Street

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

Commission Members Absent: Brian Balsmann

Staff Present: Carol Peters, Ryan Shrimplin

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

#### Call to Order

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

#### Approval of Minutes

The minutes of the February 26, 2025 Historic Preservation Commission meeting were unanimously approved upon a motion made by Mr. Atkins and seconded by Ms. Smith.

#### OTHER BUSINESS

##### TTF-7 Presentation

Mr. Gary Hill, representing the YES TTF Committee, gave a presentation on the proposed TTF-7 tax initiative, which would extend the half-cent sales tax dedicated to road improvements for another five years. He stated that the ballot measure will be presented to voters on April 8, 2025. He encouraged members of the Historic Preservation Commission to share information regarding the proposed projects and encourage others to get out and vote. Chairman Lane also encouraged the Commission members to reach out to others and get them to vote.

##### 2025 Endangered Buildings List

Mr. Shrimplin stated that he conducted a drive-by inspection of the buildings on the 2024 Endangered Buildings List (including the Watch List) as well as the buildings nominated for the 2025 Endangered Buildings List. He gave a brief status of each building. Chairman Lane then invited anyone who submitted a nomination for the 2025 Endangered Buildings List to present their nomination. Of the eleven nominations received, two were presented. Ms. Ella Rhodes presented her nomination for 323 Good Hope Street and Mr. David Davis, Jr. presented his nomination for 916 Elm Street. Ms. Tyson stated that, although it was not nominated, the building at 536 South Benton Street is in bad shape and should be considered for the list. Ms. Peters

Draft

reported that the building, which had been condemned by the City, was recently demolished by the owner. Chairman Lane stated that the Commission will make its selections and adopt the 2025 list at its next meeting on April 16, 2025.

#### 2025 Historic Preservation Month Activities

Ms. Tyson reported that she spoke with Mary Ann Kellerman regarding hosting an event at the new home of the Kellerman Foundation (401 Independence Street). She mentioned that Ms. Kellerman was very receptive and eager to discuss ideas for the event. Chairman Lane and Ms. Tyson agreed to schedule a meeting with Ms. Kellerman to discuss the details for the event, tentatively scheduled for May 12, 2025.

#### Education Subcommittee Reports and Assignments

Chairman Lane shared the latest draft of the timeline of historical events for the City's website. He asked the other Commission members to review the timeline and submit their comments to him so he can finalize it before turning it over to the City staff.

#### Outreach Subcommittee Reports and Assignments

Ms. Glaser reported that she contacted Madawn Traxel, one of the Rockwood Inn owners, to discuss the property being named an Original Treasure for the first quarter of 2025. She is waiting for Ms. Traxel to confirm acceptance. She will present the Commission with a list of buildings to be considered for the second quarter at the April 16, 2025 meeting.

#### Commission Communication

Ms. Sides announced that the annual Juneteenth Celebration will be held on June 21, 2025. She distributed flyers for the event and stated that there will be an essay contest as part of this year's event.

Ms. Glaser gave a reminder that Red House Heritage Day will be held on May 17, 2025 from 8:30 a.m. to 2:30 p.m.

Dr. Hoffman gave a reminder that the Historic Preservation Association's annual banquet will be held on April 12, 2025.

Chairman Lane stated that he had heard of some recent changes to the Reynolds House Board of Directors. Dr. Hoffman explained that the Board has a new Chairperson and some new members, who have expressed an interest in exploring other programs and activities for the property.

#### Staff Communication

Mr. Shrimplin shared some information he received regarding Proposition L, which would extend the dedicated library tax. He stated that the ballot measure will be presented to voters on April 8, 2025.

Mr. Shrimplin announced that the Old Town Cape Annual Dinner will be held on March 27, 2025.

Draft

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 6:30 p.m. upon a motion made by Ms. Glaser and seconded by Ms. Smith.

Respectfully submitted,

Mary Kay Smith  
Secretary

## PARKS AND RECREATION ADVISORY BOARD

### Minutes - DRAFT

Monday, March 10, 2024 - 5:30 p.m.

### SportsPlex• Meeting Room 1

#### Present:

Percy Huston, Chairman  
Phillip Moore, Vice-Chairman  
Beverly Evans, Secretary  
Darrin Bruenderman, Board Member  
Tamara Buck, Board Member  
Mark Moore, Board Member  
Lewis Jackson Hill, Board Member  
Mary-Ann Maloney, Board Member  
John Spear, Board Member  
Jerry Dement, Board Member

Thomas Drummond, Board Member

#### Absent:

David Cantrell, City Council Liaison

#### 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 February 10, 2025 at the Cape Girardeau SportsPlex meeting room 1.
- Penny introduced New Staff Andrew Selzer, he is the newest Recreation Coordinator. He will help with soccer, basketball and all aquatic facilities.

#### PRESENTATION

- Gary Hill from the Transportation Trust Fund (TTF) gave a presentation on the need to expend the TTF tax on the next ballot.

#### Old Business

- **Approval of Minutes: February 10, 2025** – Chairman Huston asked for everyone to review the minutes. John Spear motioned to approve the minutes, Thomas Drummond seconded. Minutes approved.

#### New Business

- **Capaha Park Disc Golf Usage Statistics**
  - Jackson Hill and Kaed Horrell passed out a handout covering the usage on the Disc Golf Course at Capaha. The course was updated to make it safer to play.
- **Facility Metal Detectors, Emergency Action Plans**
  - Doug Gannon gave an updated of all the improvements to the SportsPlex including metal detectors and the usage on alarms on all outside doors.
  - Penny Williams passed out an Emergency Action Plan for the SportsPlex that can be given to all employees and hung up in different areas for easy access.
- **Minimum Wage Increase Impact on Facility Hours**
  - Doug Gannon covered operation hours that will be changing for Cape Splash, Shawnee Park Center, Shawnee Sports Complex and Osage Center. This is all to help increase to the new minimum wage April 1, 2025.

## Reports/Project Updates

- **Parks and Recreation Project Updates**
  - **Sportsplex Parking Lot**
    - Kaed Horrell gave the update Parks Maintenance will break ground March 24, 2025. Estimate completion is two to three weeks weather permitting.
  - **Youth Outdoor Sports Complex**
    - Scott Williams gave the update that Penzel has started on clearing the wooded area off College Street. It's the first steps to moving on the project.
  - **Cape LaCroix Recreation Trail.**
    - Kaed Horrell gave the update we are looking at bidding out the job in June or July.
- **Golf Course Advisory Board**
  - The board had two new recommendations. One will be the Jaycees Liaison and the other will be a new board member. Both will be sent to City Council for approval.
- **Visit Cape Report**
  - Brenda Newbern passed out the HMR report of the first six months of the fiscal year.
  - Brenda Newbern passed out a list of event coordinators Joshua was able to meet with at the Missouri Sports Travel Exchange.
- **Tree Advisory Board**
  - Kaed Horrell stated Missouri Arbor day is April 4, they will be working out at Shawnee Park.
- **Red House Interpretive Center Committee**
  - Kaed Horrell let the board know Opening day will be May 3, 2025. Heritage Days will be May 17.
- **Parks and Recreation Foundation**
  - Scott Williams is planning the Sub Committee meetings to prepare for the next full board meeting in April. Membership cards sponsors have all been approved. Will be working on printing and getting everyone signed up for the New Year.
- **City Council Report**
  - No Report
- **Monthly Staff Report/Calendar Updates**
  - Penny Williams encouraged the board to read through the Staff Briefs as they highlight upcoming department events and leagues start dates.
  - Kaed Horrell asked for board help again this year. Several members signed up to volunteer.
- **Other Discussion Items**
  - Kaed Horrell updated that Park bathrooms will be opening up again and Kevin Orr will be coming through Monday through Thursday and locking them at night.

## Other Business

- Special Olympics MO Regional Basketball Tournament Summary
  - Scott Williams gave an update from the past weekend Basketball Tournament.
- Next Board Meeting – Monday April 14, 2025 at the Osage Centre.

## Adjournment

- Motion to adjourn at 6:33pm made by Tamara Buck, seconded by Phillip Moore.

*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..*

Draft

## PLANNING & ZONING COMMISSION

### MEETING MINUTES

March 12, 2025

City Hall – Council Chambers  
44 North Lorimier Street

Commission Members Present: Trae Bertrand, Scott Blank, Robbie Guard, Gerry Jones, Chris Martin

Commission Members Absent: Kevin Greaser, Derek Jackson, Nick Martin, Emily McElreath

Staff Present: Carol Peters, Trevor Pulley, Ryan Shrimplin

#### Call to Order

Chairman Blank called the meeting to order at 5:35 p.m.

#### Approval of Minutes

A motion was made by Mr. Bertrand and seconded by Mr. Jones to approve the minutes of the February 12, 2025 meeting as submitted. The motion passed by a unanimous vote.

#### TTF-7 Presentation

Mr. Gary Hill, representing the YES TTF Committee, gave a presentation on the proposed TTF-7 tax initiative, which would extend the half-cent sales tax dedicated to road improvements for another five years. He stated that the ballot measure will be presented to voters on April 8, 2025. He encouraged members of the Planning & Zoning Commission to share information regarding the proposed projects and encourage others to get out and vote. Chairman Blank thanked Mr. Hill for his involvement in the YES TTF Committee and his support of the TTF-7 tax initiative.

#### REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the proposed zoning of property located at 126 Dogwood Street as R-1 (Single-Family Suburban Residential District) upon annexation. Mr. Shrimplin stated that the staff report recommends zoning the property as R-1 upon annexation because it contains a single-family detached dwelling and it is adjacent to the Whispering Oaks subdivision, which is zoned R-1.

Chairman Blank opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A motion was made by Mr. Bertrand and seconded by Mr. Chris Martin to recommend zoning the property as R-1 (Single-Family Suburban Residential District) upon annexation. The motion passed with a roll call vote of 5 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Guard, Jones, C. Martin*).

2. A public hearing was held on the request of Armando Sanchez to rezone property located at 524 and 546 North Silver Springs Road from R-4 (Medium Density Multifamily Residential District) to NC (Neighborhood Commercial District). Mr. Bertrand abstained from the

discussion and vote due to financial conflict of interest. Mr. Armando Sanchez presented the request. He stated that he owns several properties in the area and that he would like to develop the two lots at 524 and 546 North Silver Springs Road with buildings containing businesses on the first floor and apartments on the upper floor(s). He further stated that he is working with an architect on the building designs. Chairman Blank asked how many commercial spaces are proposed. Mr. Sanchez stated that he is not sure at this time, but he anticipates that each building will contain three to four commercial spaces.

Chairman Blank opened the public hearing.

Mr. Roger Tolliver, 590 Windwood Lake Drive, stated that he owns the adjacent property at 2979/2981 Shamrock Circle as well as the property down the street at 2963/2965 Shamrock Circle. He stated that he is opposed to the rezoning request and that he proceeded with purchasing the properties because the adjacent lots were not zoned commercial. He asked the Commission to consider the impact that the rezoning would have on the surrounding property values and the damage it would cause to the integrity of the community. He stated that he appreciates Mr. Sanchez's right to request the rezoning, but he hopes that the Commission respects the rights of the surrounding owners by voting to keep the current zoning.

Chairman Blank asked why the zoning map showed the property at 2964 Shamrock Circle as being zoned C-2 (Highway Commercial District) when the other lots on the street (a cul-de-sac) were zoned either R-3 (High Density Single-Family Residential District) or R-4 (Medium Density Multifamily Residential District). Ms. Peters stated that, per the notes for this property in the City's GIS system, all of the lots on the street used to be zoned C-2. They were later rezoned except for 2964 Shamrock Circle, whose owner did not want it to be rezoned.

Mr. Jones asked if Mr. Sanchez would be required to include residential uses on the two lots or if they could be strictly commercial. Mr. Shrimplin stated that Mr. Sanchez would not be required to include residential uses and that the lots could be strictly commercial as long as the uses were allowed in the NC district.

Mr. Chris Martin noted the two lots' Suburban Mixed Use designation on the City's Future Land Use Map. He asked how the NC zoning district relates to the Suburban Mixed Use future land use category. Mr. Shrimplin explained that the Future Land Use Map is a part of the Cape Vision 2040 Comprehensive Plan. The Plan contains a table listing each future land use category and the equivalent zoning district(s). The table shows NC as being the equivalent of Suburban Mixed Use. He stated that the NC district is intended to serve as a transition between commercial uses and residential uses.

Mr. Guard asked if rezoning to PD (Planned Development District) would be a viable alternative to NC. Mr. Shrimplin stated that the total area of the two lots is roughly one acre, which is below the PD minimum district size of three acres.

Mr. Jones asked Mr. Shrimplin to confirm that Mr. Sanchez would be allowed to develop both lots for strip malls, if he wanted to, and that he would be required to obtain a stormwater management permit and other development-related permits. Mr. Shrimplin confirmed the information.

Mr. Tolliver asked if the development plans would have to go to the Planning & Zoning Commission for a recommendation and then the City Council for approval. Mr. Shrimplin explained that the approval process for development plans is administrative (staff review only) unless the development involves rezoning to PD, a special use permit, a variance, an exception, or a new subdivision.

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. Chris Martin and seconded by Mr. Jones to recommend approval of the rezoning request. Mr. Jones stated that he is torn about the request because he would like to see a residential component to the development, but there are no guarantees there will be one. Also, it is odd that one property on the cul-de-sac is C-2. Mr. Guard concurred. He stated that the Commission is only making a recommendation and that the City Council will hold a public hearing before voting on whether or not to approve the request. Chairman Blank stated that the commercial lot at the end of the cul-de-sac does cause a bit of an issue. The motion passed with a roll call vote of 4 in favor, 0 in opposition, and 1 abstaining (*Aye: Blank, Guard, Jones, C. Martin; Abstain: Bertrand*).

3. A public hearing was held on the request of Paul James to rezone property located at 1918 North Kingshighway from C-2 (Highway Commercial District) to NC (Neighborhood Commercial District). Mr. Paul James presented the request. He stated that he purchased the property several years ago and converted it from a hotel and apartments to commercial spaces. He would like to convert a portion of the building to studio apartments while keeping the commercial spaces on the first floor at the front of the building.

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. Bertrand and seconded by Mr. Jones to recommend approval of the rezoning request. The motion passed with a roll call vote of 5 in favor, 0 in opposition, and 0 abstaining (*Aye: Bertrand, Blank, Guard, Jones, C. Martin*).

### OTHER ITEMS AND COMMUNICATION

#### Commission Communication

None of the Commission members had any communication items.

#### 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 3, 2025:

- Webster Sprigg Subdivision Record Plat – 1<sup>st</sup> Reading
- Younghouse Meadowbrook Subdivision Record Plat – 1<sup>st</sup> Reading

Draft

Adjournment

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

Respectfully submitted,

Chris Martin, Secretary