



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
Rhett Pierce, 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

August 19, 2024
5:00 PM

- **City residents desiring to speak about items NOT on the agenda must register no later than 8:00 am, on Monday, August 19, 2024, by using the form found at cityofcape.org/council, by emailing cityclerk@cityofcape.org, or by calling 573-339-6320.**

Invocation

Reverend Linda Gastreich of Grace United Methodist in Cape Girardeau

Pledge of Allegiance

Study Session

Presentations

Communications/Reports

Items for Discussion

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

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Consent Agenda

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

1. Approval of the August 5, 2024, City Council Regular Session Minutes.
2. BILL NO. 24-77 An Ordinance of the City of Cape Girardeau, Missouri, establishing water rates and fees by amending Chapter 29; and providing for submission of the proposal to the qualified voters of the City at the election to be held November 5, 2024; and directing the City Clerk to provide notice of said election. Second and Third Readings.
3. BILL NO. 24-76, an Ordinance Providing for the Levying of the Annual City Revenue Tax: Public Health Tax; Special Business District No. 2; for the Fiscal Year Ending June 30, 2025. Second and Third Readings.
4. BILL NO. 24-78, an Ordinance accepting a Permanent Utility Easement from the Mary Meyer Trust for a vacant lot directly north of 331 North Main Street, in the City of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 24-79, an Ordinance Repealing Ordinance 5666, and replacing it by accepting three Permanent Utility Easements from various property owners for alley Right of Way between South Park Avenue and South West End Boulevard, in the City of Cape Girardeau, Missouri. Second and Third Readings.
6. BILL NO. 24-80, an Ordinance approving the record plat of Park West Hospitality Center No. 3 Subdivision. Second and Third Readings.
7. BILL NO. 24-75, an Ordinance amending Chapter 17 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding urban deer hunting and the discharge of weapons. Second and Third Readings.
8. BILL NO. 24-81, a Resolution acknowledging receipt of annexation petitions for properties located at 3082 County Road 620 and 3268 Perryville Road, and setting a public hearing regarding the proposed annexations. Reading and Passage.
9. BILL NO. 24-82, a Resolution authorizing the City Manager to Execute an Agreement with Fronabarger Concreters, Inc. for the Concrete Street Repair 2024 Project in the City of Cape Girardeau, Missouri. Reading and Passage.
10. BILL NO. 24-83, a Resolution Authorizing the City Manager to Execute a Grant Agreement with the United States of America acting through the Federal Aviation Administration for airport infrastructure. Reading and Passage.
11. BILL NO. 24-84, a Resolution amending and adopting the City's Policy to conform with the Missouri Open Meetings and Records Law. Reading and Passage.
12. Acceptance of improvements and authorization of the final payment to Emery Sapp and Sons for construction services to reconstruct Taxiway B in the City of Cape Girardeau, AIP Project No. 3-29-0013-15-2022.

Items Removed from Consent Agenda

New Ordinances

Mayor will ask for appearances after each Ordinance is read.

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

13. BILL NO. 24-85, an Ordinance approving the issuance of tax increment and special district revenue bonds in connection with the RCC Tax Increment Financing Redevelopment Plan; pledging and assigning certain revenues for the purpose of paying the principal of and interest on the bonds; and authorizing certain other actions and documents in connection therewith. First Reading. DEV – Trevor Pulley
14. BILL NO. 24-86, an Ordinance amending and readopting Sections 2-90 to 2-97 of the City Code of Cape Girardeau, Missouri, relating to Conflicts of Interest. First Reading. CIT - Gayle Conrad

Appointments

15. Appointment to the Parks and Recreation 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

- Cape Girardeau Public Library Annual Report Fiscal Year ending June 30, 2023.

Advisory Board Minutes

- **Advisory Board Minutes**
 - Airport Advisory Board - 06/10/24
 - Airport Advisory Board - 07/23/24
 - Golf Course Advisory Board - 06/27/24 draft
 - Gun Violence Task Force - 07/23/24 and 08/01/24
 - Historic Preservation Commission - 07/17/24 draft
 - Parks & Recreation Advisory Board - 07/08/24 draft
 - Planning and Zoning Commission - 07/10/24 draft

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the August 5, 2024, City Council Regular Session Minutes.

ATTACHMENTS:	
Name:	Description:
DRAFT_Council.RegularSession_Minutes.08-05-2024.pdf	Regular Session Minutes 08-05-2024

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session August 5, 2024 MM-71**

STUDY SESSION – August 5, 2024

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall on Monday, August 5, 2024, starting at 5:00 p.m. with Mayor Pro Tempore Dan Presson presiding and Council Members Mark Bliss, David J. Cantrell, Rhett Pierce, Tameka Randle, and Nate Thomas present. Mayor Stacy Kinder was absent.

REGULAR SESSION –August 5, 2024

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, August 5, 2024, starting at 5:25 p.m. with Mayor Pro Tempore Dan Presson presiding and Council Members Mark Bliss, David J. Cantrell, Rhett Pierce, Tameka Randle, and Nate Thomas present. Mayor Stacy Kinder was absent.

ADOPTION OF THE AGENDA

A Motion was made by David J. Cantrell, Seconded by Tameka Randle, to approve and adopt the agenda.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

PUBLIC HEARINGS

A Public Hearing on Proposed Tax Rates for Fiscal Year Ending June 30, 2025.

Mayor Pro Tempore Dan Presson opened the Public Hearing.
There being no appearances the public hearing was closed.

CONSENT AGENDA

Approval of the July 15, 2024, City Council Regular Session Minutes.

BILL NO. 24-74, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with the Southeast Missouri District Fair Foundation relating to livestock shelters and other structures, in the City and County of Cape Girardeau, Missouri. Reading and Passage.

Acceptance of the Improvements and Authorize Final Payment to Penzel Construction for the City Hall Fountain Restoration project.

Acceptance of the improvements to serve the Baldwin Farms Subdivision.

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session August 5, 2024 MM-72**

Acceptance of the improvements to serve the Lifehouse Subdivision.

A Motion was made by Mark Bliss, Seconded by Nate Thomas, to approve and adopt.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-74 will be Resolution NO. 3616.

NEW ORDINANCES

BILL NO. 24-77 An Ordinance of the City of Cape Girardeau, Missouri, establishing water rates and fees by amending Chapter 29; and providing for submission of the proposal to the qualified voters of the City at the election to be held November 5, 2024; and directing the City Clerk to provide notice of said election. First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill.

Leslie Washington appeared.
Karen Schleyer appeared to encourage water conservation.

A Motion was made by David J. Cantrell, Seconded by Mark Bliss, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-76, an Ordinance Providing for the Levying of the Annual City Revenue Tax: Public Health Tax; Special Business District No. 2; for the Fiscal Year Ending June 30, 2025. First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill. No one appeared.

A Motion was made by David J. Cantrell, Seconded by Mark Bliss, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-78, an Ordinance accepting a Permanent Utility Easement from the Mary Meyer Trust for a vacant lot directly north of 331 North Main Street, in the City of Cape Girardeau, Missouri. First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill. No one appeared.

A Motion was made by Nate Thomas, Seconded by Tameka Randle, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-79, an Ordinance Repealing Ordinance 5666, and replacing it by accepting three Permanent Utility Easements from various property owners for alley Right of Way between South Park Avenue and South West End Boulevard, in the City of Cape Girardeau, Missouri First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill. No one appeared.

A Motion was made by Mark Bliss, Seconded by Nate Thomas, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-80, an Ordinance approving the record plat of Park West Hospitality Center No. 3 Subdivision. First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill. No one appeared.

**Proceedings of the City Council, City of Cape Girardeau, Mo.
Regular Session August 5, 2024 MM-73**

A Motion was made by Nate Thomas, Seconded by Tameka Randle, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

BILL NO. 24-75, an Ordinance amending Chapter 17 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding urban deer hunting and the discharge of weapons. First Reading. Mayor Pro Tempore Presson called for public appearances regarding this Bill. No one appeared.

A Motion was made by Nate Thomas, Seconded by Rhett Pierce, to approve.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.

MEETING ADJOURNMENT

A Motion was made to adjourn by Rhett Pierce, Seconded by Mark Bliss.
Motion passed. 6-0. Ayes: Bliss, Cantrell, Pierce, Presson, Randle, Thomas. Absent: Kinder.
The regular session ended at 6:03 pm.

Dan Presson, Mayor Pro Tempore

Bruce Taylor, Deputy City Clerk



Staff: Lisa Mills, Finance Director
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-125

SUBJECT

The City of Cape Girardeau City Council considers calling an election and placing on the ballot at the November 5, 2024, General Election a proposal to increase water fees more than 5% and, provided the proposal passes, an ordinance establishing Water Rates for the City of Cape Girardeau, Missouri, effective January 1, 2025, by amending Article 2. Section 29-213 of the Code of Ordinances relating to water rates.

EXECUTIVE SUMMARY

The proposed ballot measure would allow voters to consider an increase in water fees. The purpose of the increase is to adequately fund capital improvements, and operations and maintenance in the current and future fiscal years.

The ballot measure is necessary because the City, in accordance with Section 6.13 Fee Limitations states that the City shall not increase water fees by more than (5%) in any given year unless authorized by simple majority voter approval.

The City of Cape Girardeau has identified water system capital improvements that are needed to assure a continued quality and adequate supply of water to Cape Girardeau residences. Engineering studies conducted regarding our treatment capacity and distribution system recommend expansion of Water Plant 1, and rehabilitation and upgrading our existing water system. The City commissioned a Water Rate Study to analyze rates and to model financial scenarios that will fund the future water system costs as recommended.

This ordinance establishes water rates that are needed to meet the capital improvements, operating costs and maintenance costs required to continue providing the quantity and quality of water our citizens and visitors to the City of Cape Girardeau require.

BACKGROUND/DISCUSSION

As a regional destination for healthcare, education, entertainment, shopping and employment, the City of Cape Girardeau's population swells from 40,000 to 100,000 daily. The average daily consumption demand for water is from low demand of 6MG daily to peak demand of 9MG daily. Water usage in the City has grown significantly. The attached chart of water usage history depicts an increase of 7.7 MGD to the 2023 level of 9.7 MGD. The city has 330 miles of water mains, 2500 fire hydrants, seven pump stations, twelve storage tanks, and two water treatment plants. We service 18,306 water connections across 30 square miles. During periods of high usage, the water system is challenged to keep up with demand, even with both plants operating at maximum capacity.

In order to determine the best plan moving forward for the the City's water system needs, the City has commissioned multiple engineering studies completed during a three year period, investing a total of \$630,000, that studied our treatment capacity and distribution system. The recommend course of action is the expansion of Water

Plant 1, and rehabilitation and upgrading our existing water system in order to ensure a continued supply of quality water to Cape Girardeau residents. Recently staff presented the water system issues and solutions to council. The issues are changing source water, increasing demand, infrastructure, and funding.

The recommended solutions and timeline for improving and funding the system have begun. Phase 1 of the plan is in process and includes 9M of improvements that are already funded. The timeline attached depicts the timeline for the improvements.

The City commissioned a Water Rate Study to analyze rates and to model financial scenarios that would support the future water system costs. The study identified our current rates as modest, and the study reports with a rate increase the City can build prudent reserves and fully fund the water system for future years. The summary memo and the complete water study are attached.

Regionally and nationally water rates have been increasing. It is the result of deferred maintenance and improvements and water utilities are "catching up". The City of Cape Girardeau is experiencing the same. For reference, attached are a few examples of other cities recently proposing an increase or increasing water rates.

FINANCIAL IMPACT

The city of Cape Girardeau operates its Water system as an Enterprise Fund. This type of fund is required to cover the cost of providing services, including capital costs (depreciation or debt service) with fees and charges rather than taxes. Pricing policies of the water fund are established and designed to cover the cost of operating, maintaining and improving the Water System.

In the attached Water Rate Study Memo, the chart depicting Missouri Cities Monthly Water Bills reports that The City of Cape Girardeau's water rate is comparably low. In addition, it also reports that the proposed increase would result in monthly water bills less still less than the Missouri average.

Water Treatment Plant Improvements and distribution system improvements totaling \$56.5M are projected to occur during 2024-2032. In 2033 and beyond, other potential improvements identified totaled \$63.5M.

The Water Study commissioned by the City (attached) reports that adopting the increased water rates recommended will fund the planned improvements during 2024-2032, with modest reserves projected in 2032 of 10M. This study highlights that our current rates are modest and currently 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 City is providing two charts depicting the average monthly increase in water bills for reference. The proposed rate increase is reflected in the charts that report, based on the USAGE readings on Customer's Monthly Bills, the average monthly increase. It is notable that 93% of residential water rates, considering usage, will increase ranging between \$8.19 and \$13.89 per month. It is also notable that all residential and commercial customers pay the same rate for water for the first 70 CCF of use. Above 70CCF the water rates decline.

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 a voter approved rate increase in addition to annual increases necessary to continue to fund the Enterprise Water Fund moving forward.

ATTACHMENTS:

Name:	Description:
WaterRate.Increase.ELECTION.Ord_2024.doc	Ordinance
Timeline_Water_System_Projects.docx	Timeline Water System Projects
Water_Usage_History_(MGD).docx	Water Usage History
Cape_Girardeau_MO_Rate_Analysis_Report_2024-7_6-28-2024.pdf	Water Rate Study
Water_Rate_Study_Memo_15Jul24_(004).doc	Water Rate Study Summary Memo
Recent_Utility_Water_Rate_Increases_in_Missouri.docx	Recent Water Rate Increases in Missouri
Proposed_Residential_Water_Rate_Increases_1.1.2025.pdf	Proposed Residential Water Rate Increase
Proposed_Commercial_Water_Rate_Increases_1.1.2025.pdf	Proposed Commercial Water Rate Increase

BILL NO. 24-77

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAPE GIRARDEAU, MISSOURI, ESTABLISHING WATER RATES AND FEES BY AMENDING CHAPTER 29; AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY AT THE ELECTION TO BE HELD ON NOVEMBER 5, 2024; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION

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

ARTICLE 1. Section 29-213 of the Code of Ordinances of the City of Cape Girardeau, Missouri, entitled "Rates", reading as follows:

Sec. 29-213. Rates.

(a) *General water service.*

Availability. This rate schedule is available to any metered customer adjacent to the city's water distribution mains, using standard water service.

Rate. The monthly rate for service delivered hereunder shall be the total of:

(1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8	\$10.37
$\frac{3}{4}$	\$15.99
1	\$21.58
1 $\frac{1}{2}$	\$40.39
2	\$61.72

3	\$115.62
4	\$190.81
6	\$398.93

plus;

(2) A commodity charge of:

	Bills Rendered Before July 1, 2024
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First 60 CCF used per month--\$3.001 per CCF.

All over 60 CCF used per month--\$2.312 per CCF.

	Bills Rendered After July 1, 2024
--	--------------------------------------

First 60 CCF used per month--\$3.151 per CCF.

All over 60 CCF used per month--\$2.428 per CCF.

(b) *Private fire protection service.*

Availability. This rate schedule is available to customers adjacent to adequate water distribution mains for private fire protection service.

Rate. Private fire protection service rates for all types of private fire protection systems are based on the size of connection of customer's private fire protection service to city's distribution main and shall be charged for as follows:

Size of Connection	Rate Per Connection Effective July 1, 2024
4 inch or smaller	\$13.20 per month
6 inch	\$26.44 per month

8 inch	\$39.71 per month
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(c) *Industrial water service.*

Availability. This rate schedule is available for industrial use only, when separated from standard water service, to any customer adjacent to the department's water mains in The Greater Cape Girardeau Development Corporation Industrial Tract.

Rate. The monthly rate for service delivered hereunder shall be the total of:

- (1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8 or $\frac{3}{4}$	\$10.05
1	\$20.96
1 $\frac{1}{2}$	\$39.23
2	\$61.11
3	\$112.32
4	\$185.20
6	\$387.31

plus;

- (2) A commodity charge of \$0.1944 per CCF for all water used during the billing month.

is hereby repealed in its entirety, and a new Section 29-213, entitled "Rates" is hereby enacted in lieu thereof, in words and figures, to read as follows:

Sec. 29-213. Rates.

(a) *General water service.*

Availability. This rate schedule is available to any metered customer adjacent to the city's water distribution mains, using standard water service.

Rate. The monthly rate for service delivered hereunder shall be the total of:

(1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)
5/8	\$17.45
3/4	\$20.15
1	\$27.19
1 1/2	\$50.89
2	\$68.51
3	\$138.93
4	\$211.94
6	\$442.81

plus;

(2) A commodity charge of:

	Bills Rendered After July 1, 2024
--	--------------------------------------

First 60 CCF used per month--\$3.151 per CCF.

All over 60 CCF used per month--\$2.428 per CCF.

	Bills Rendered After January 1, 2025
--	---

First 70 CCF used per month--\$3.96 per CCF.

All over 70 CCF used per month--\$3.05 per CCF.

(b) *Private fire protection service.*

Availability. This rate schedule is available to customers adjacent to adequate water distribution mains for private fire protection service.

Rate. Private fire protection service rates for all types of private fire protection systems are based on the size of connection of customer's private fire protection service to city's distribution main and shall be charged for as follows:

Size of Connection	Rate Per Connection Effective January 1, 2025
4 inch or smaller	\$16.63 per month
6 inch	\$33.31 per month
8 inch	\$50.03 per month

(c) *Industrial water service.*

Availability. This rate schedule is available for industrial use only, when separated from standard water service, to any customer adjacent to the department's water mains in The Greater Cape Girardeau Development Corporation Industrial Tract.

Rate. The monthly rate for service delivered hereunder shall be the total of:

- (1) A customer charge per month for each meter as follows:

Meter Size(s) (inches)	Monthly Customer Charge (per meter)

5/8 or $\frac{3}{4}$	\$20.15
1	\$27.19
1 $\frac{1}{2}$	\$50.89
2	\$68.51
3	\$138.93
4	\$211.94
6	\$442.81

plus;

(2) A commodity charge of \$0.2449 per CCF for all water used during the billing month.

ARTICLE 2. The amendment to Chapter 29 of the Code of Ordinances of the City of Cape Girardeau, Missouri, contained in Article 1 hereof shall become effective on January 1, 2025, as provided by law only upon approval thereof by a majority of the votes cast on the Question in Article 3 by the qualified voters of the City voting thereon.

ARTICLE 3. It is the intention of the governing body and it is hereby ordained that the amendment contained in Article 1 hereof shall only upon approval thereof by a majority of the votes cast on the Question in Article 4 by the qualified voters of the City voting thereon 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. The Question shall be submitted to the qualified voters of the City for their approval pursuant to Section 6.13 of the Charter of the City of Cape Girardeau, Missouri, at an election hereby called and to be held in the City on Tuesday, November 5, 2024. The ballot question shall contain substantially the following language:

Shall the City of Cape Girardeau raise water rates and fees for the purpose of funding necessary improvements

and maintenance of the water system such that during the current fiscal year the increase exceeds five (5) percent and shall Section 29-213 of the Code of Ordinances of the City of Cape Girardeau, Missouri, be amended establishing new water rates and fees effective January 1, 2025, resulting, based on current usage, in an increase in the current fiscal year ranging between \$8.19 and \$13.89 per month for 89% of water customers?

Yes

No

ARTICLE 5. 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 6. 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 7. Pursuant to Section 3.15(d) of the Charter of the City of Cape Girardeau, Missouri, this measure is adopted as an emergency measure as providing for the submission of a proposal to the people. Specifically, this declaration is due to the notice from the City of Cape Girardeau for the election to the Election Authority must be submitted on or before August 27, 2024. Accordingly, this ordinance will take effect immediately upon its passage and approval.

ARTICLE 8. 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.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, 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, November 5, 2024, 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
November 5, 2024**

Shall the City of Cape Girardeau raise water rates and fees for the purpose of funding necessary improvements and maintenance of the water system such that during the current fiscal year the increase exceeds five (5) percent and shall Section 29-213 of the Code of Ordinances of the City of Cape Girardeau, Missouri, be amended establishing new water rates and fees effective January 1, 2025, resulting, based on current usage, in an increase in the current fiscal year ranging between \$8.19 and \$13.89 per month for 89% of water customers?

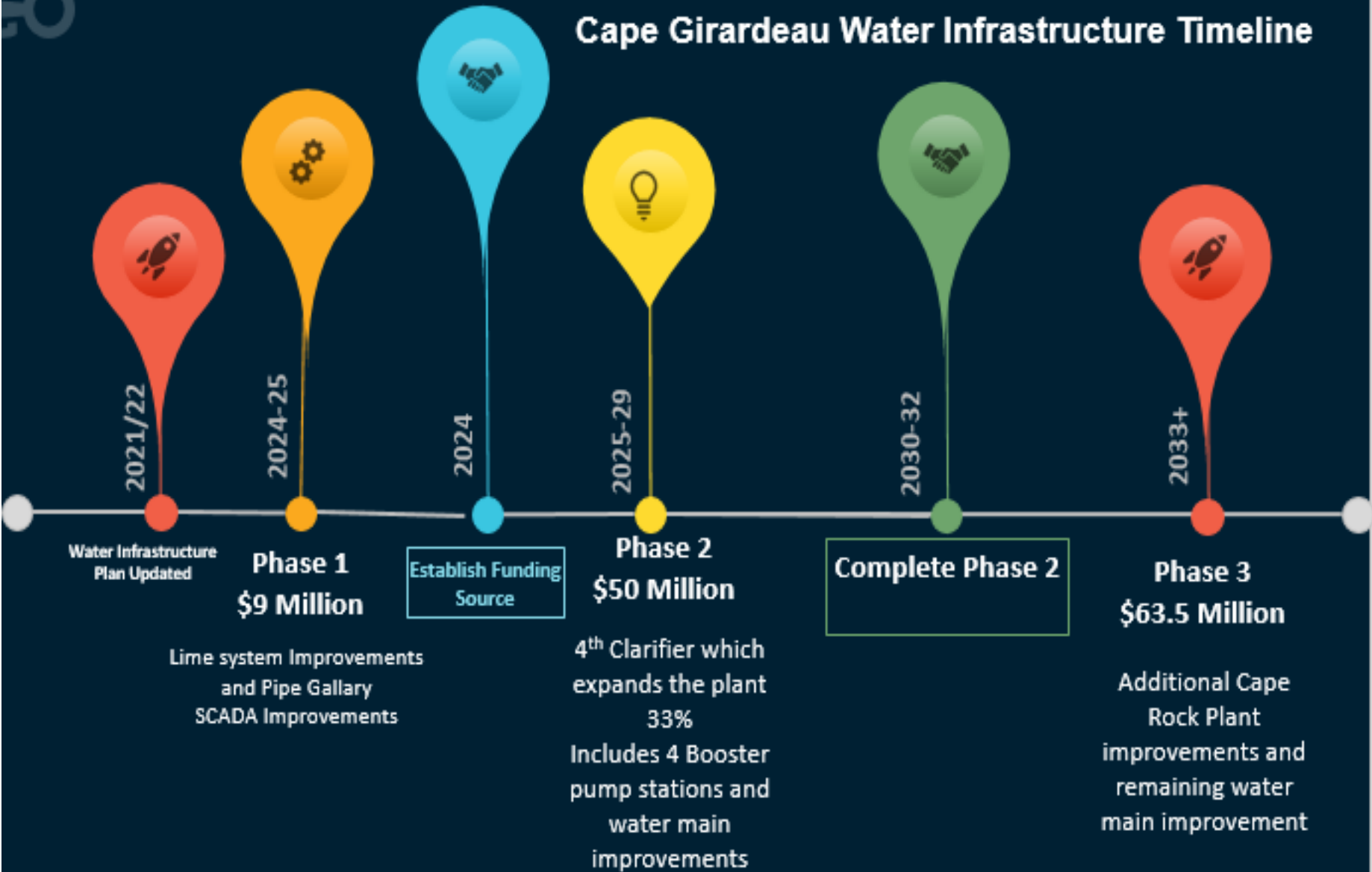
Yes

No

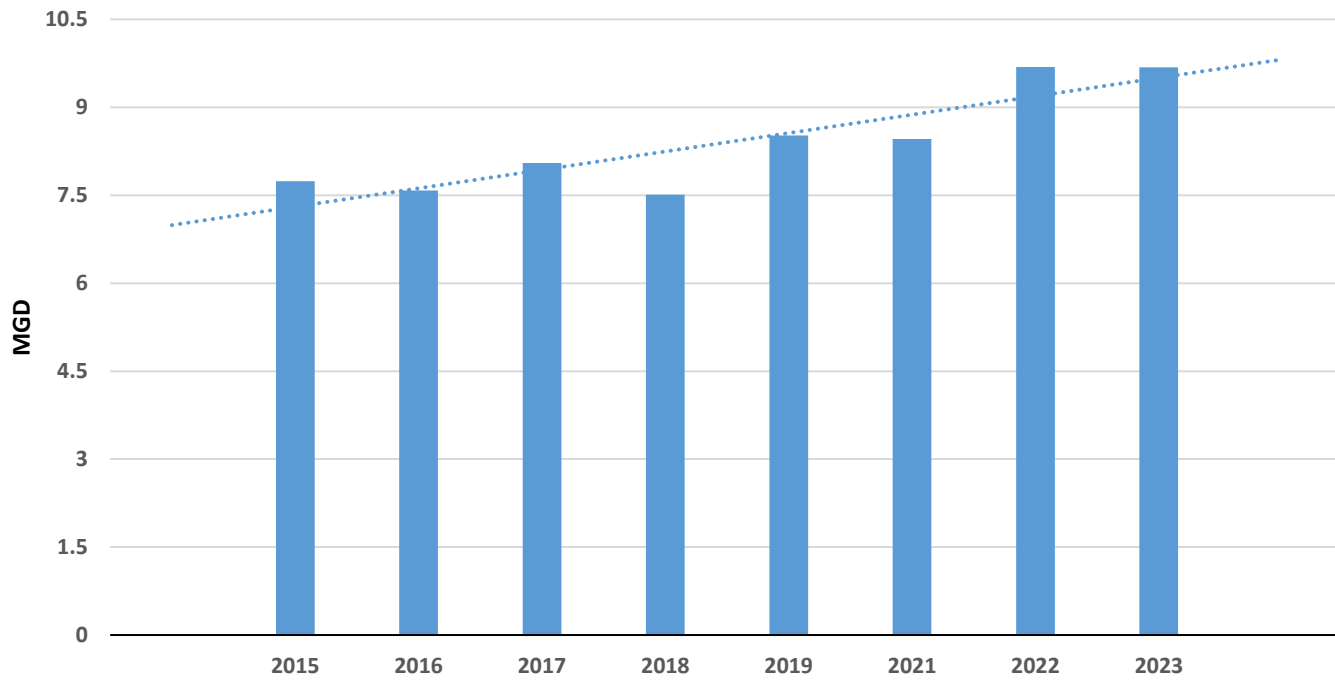
If you are in favor of the question, place an "X" in the box opposite "Yes".

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

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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	-\$24,078,996	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 20th 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

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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.

Name	What Each is or Does
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%	37.4%
	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%	0.1%
	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
Rate Increases Projected for Future Years	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
Total Operating Incomes		\$7,925,667	\$7,998,373	\$8,240,504	\$11,315,654	\$12,051,381	\$12,729,557	\$13,446,314	\$14,204,236	\$15,005,166	\$15,850,781	\$16,746,078	\$17,689,926

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	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	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	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5
Water main extensions	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
Water main replacements	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
Water meters	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
Water system improvements	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
Water Fleet Annual Replacement Costs	0.0%	\$0	\$0	\$736,800	\$574,111	\$321,666	\$149,461	\$168,342	\$206,451	\$42,691	\$597,917	\$349,680	\$349,680
User Charge Analysis Services	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	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5	Table 5
Total Operating Costs		\$5,382,095	\$5,644,374	\$6,577,859	\$6,641,974	\$6,646,136	\$6,699,688	\$6,974,932	\$7,302,523	\$7,394,503	\$8,239,496	\$8,317,833	\$8,607,515
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
Planned Spending, Debt-paid Portion of Projects (CIP costs to be funded with loans are shown in this section.)												
Total Debt-paid Portion of Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planned Spending, Grant-paid Portion of Projects (CIP costs to be grant-funded are shown here.)												
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
Planned Spending, Cash-paid Portion of Projects (CIP costs to be funded from reserves are shown here.)												
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
Total CIP Costs	\$49,865	\$225,234	\$1,757,340	\$7,164,882	\$6,864,820	\$10,853,221	\$8,142,815	\$6,352,914	\$3,975,167	\$6,187,027	\$4,299,540	\$18,741,077

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
Total CIP-related Payouts	\$49,865	\$1,119,984	\$2,651,690	\$8,057,832	\$7,755,370	\$11,745,371	\$9,035,365	\$7,247,364	\$4,865,767	\$7,078,177	\$5,190,490	\$18,741,077
(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
Total Available Funds	\$8,746,883	\$11,759,388	\$13,481,466	\$16,904,023	\$15,942,281	\$15,894,690	\$12,175,539	\$11,577,083	\$13,572,442	\$17,864,045	\$21,008,774	\$26,759,109
(This CIP spending and funding plan will result in the following cash needs and ending balances each year.)												
Total Available Funds	\$8,746,883	\$11,759,388	\$13,481,466	\$16,904,023	\$15,942,281	\$15,894,690	\$12,175,539	\$11,577,083	\$13,572,442	\$17,864,045	\$21,008,774	\$26,759,109
Total CIP-related Payouts	\$49,865	\$1,119,984	\$2,651,690	\$8,057,832	\$7,755,370	\$11,745,371	\$9,035,365	\$7,247,364	\$4,865,767	\$7,078,177	\$5,190,490	\$18,741,077
Debt and CIP Reserves Ending Balances	\$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

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
Average Water Fleet Annual Replacement Costs	\$279,744	25.1%	74.9%	\$70,216	\$209,528
User Charge Analysis Services	\$0	25.1%	74.9%	\$0	\$0
Total CIP-related Payouts, Less Capacity Charges From Tables 14 & 16 (This value can be negative)	\$8,941,624	25.1%	74.9%	\$2,244,348	\$6,697,277
Grand Total Costs, Weighted Avg Percentages	\$15,799,707	25.1%	74.9%	\$3,970,691	\$11,829,016

Bases for Cost to Serve Rate Structure		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
Average Water Fleet Annual Replacement Costs	\$70,216	\$209,528	10%	10%	\$7,022	\$20,953
User Charge Analysis Services	\$0	\$0	10%	10%	\$0	\$0
Total CIP-related Payouts, Less Capacity Charges From Tables 14 & 16 (This value can be negative)	\$2,244,348	\$6,697,277	50%	50%	\$1,122,174	\$3,348,638
Grand Total All Costs	\$3,970,691	\$11,829,016			\$1,536,471	\$6,069,571
		\$15,799,707				\$7,606,042
Marginal Fixed and Variable Cost Bases (For the Customer Type(s) Listed Above)					Monthly Marginal Fixed Cost per Customer	Marginal Variable Cost per 100 Cu Ft
					\$7.05	
Marginal Fixed Cost as a Percent of Total Fixed Cost:					39%	\$2.82
Marginal Variable Cost as a Percent of Total Variable Cost:						51%

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
Total Rate Revenue at Current Rates			\$7	Total Rate Revenue at Modeled Rates			\$11,310,821	

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	
Capacity Indicators													
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
	Affordability Index:												
	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
	Affordability for Low-income, Low-volume:												
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.													
Estimated Operating Ratio: 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.													
Estimated Coverage Ratio: 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.													
Alternative Coverage Ratio: 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	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	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	\$7.08
	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

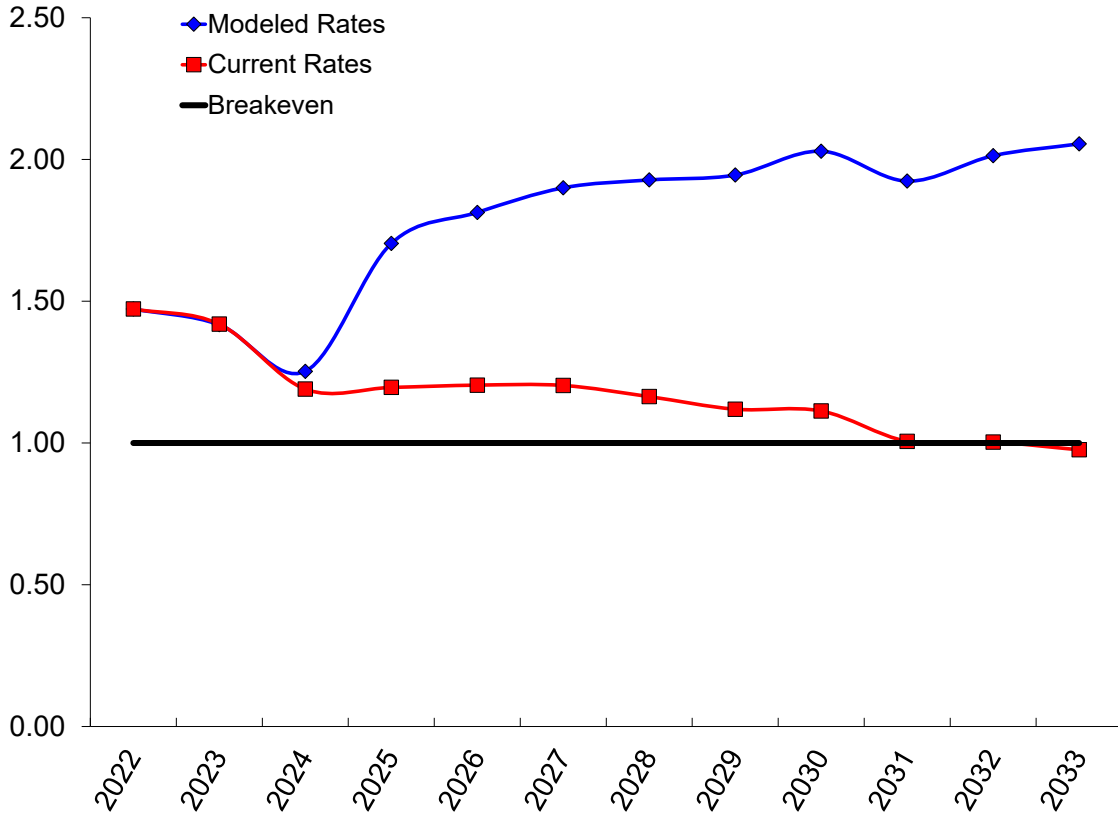


Chart 2 - Coverage Ratio

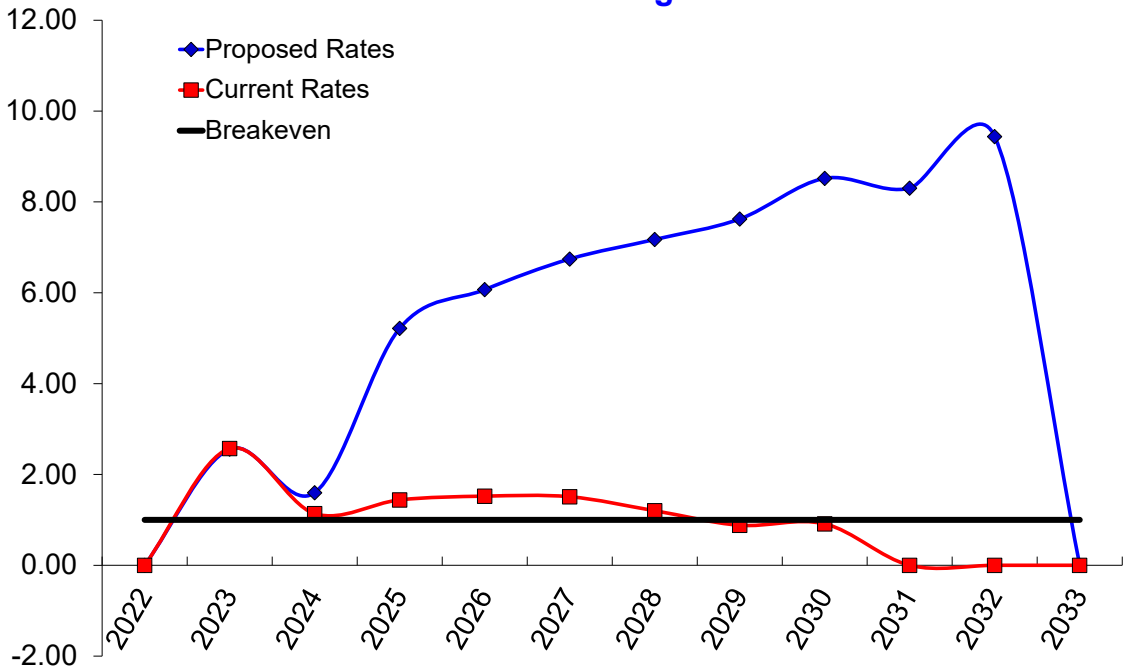


Chart 3 - Residential Users' Bills

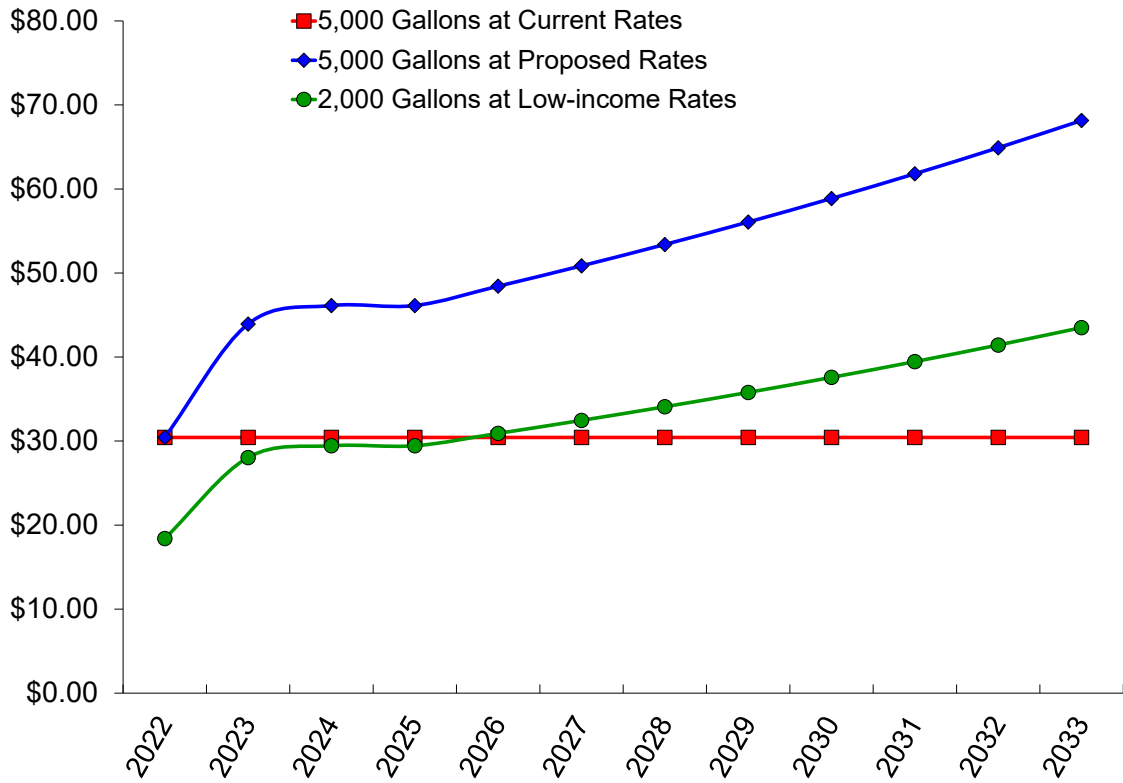


Chart 4 - Affordability

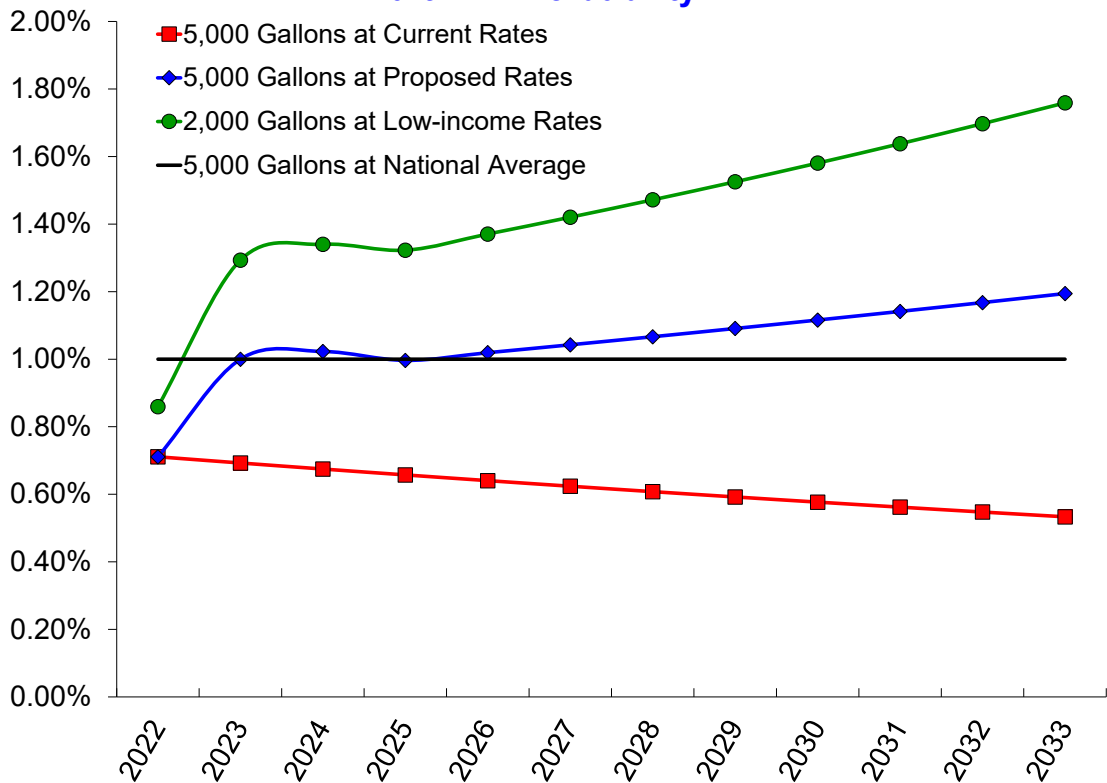


Chart 5 - Working Capital vs Goal

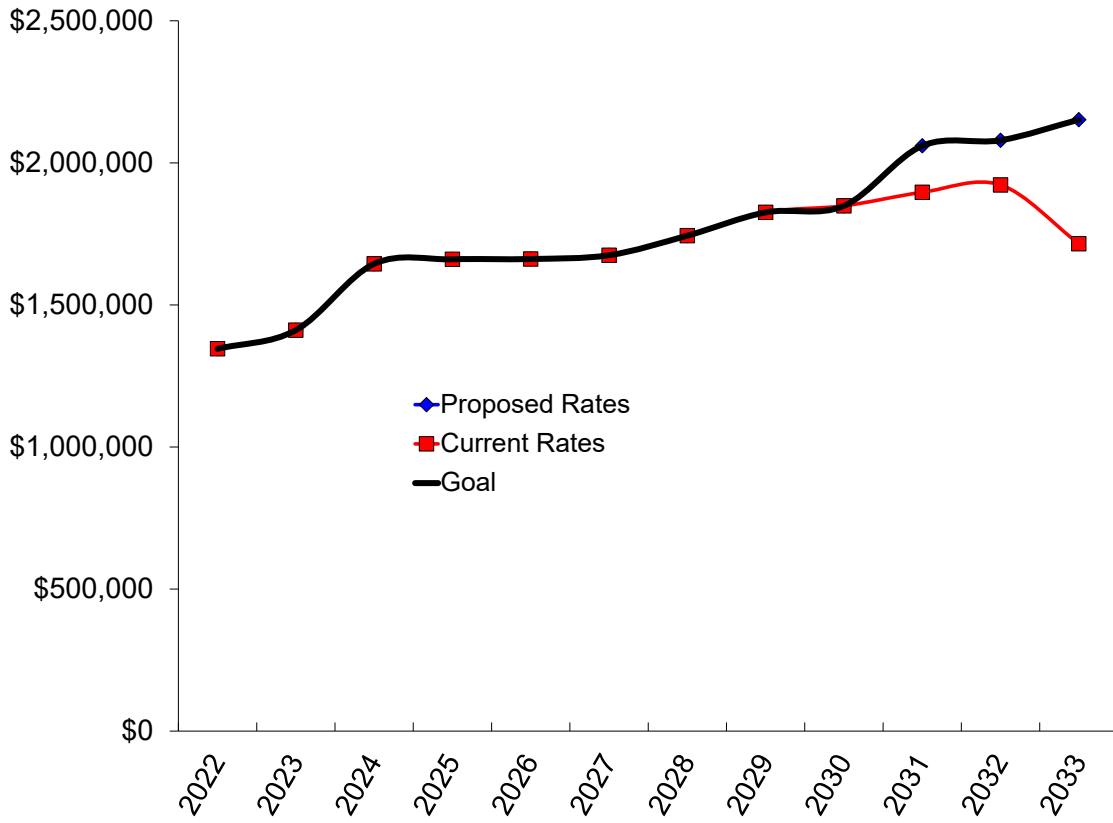


Chart 6 - Value of Cash Assets Before Inflation

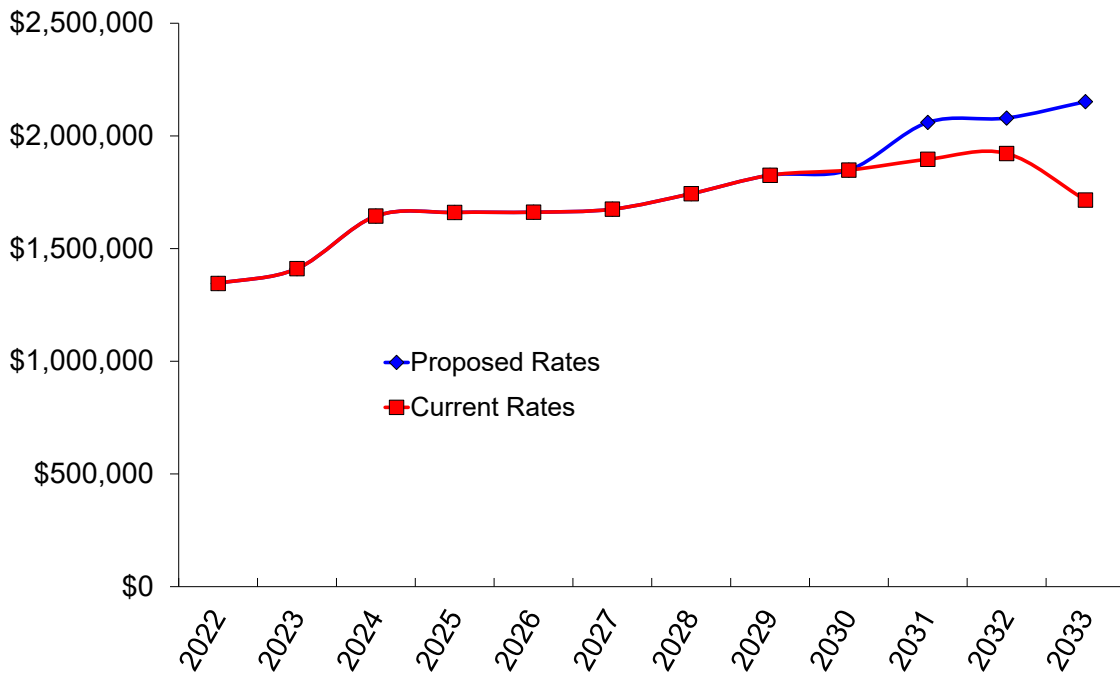


Chart 7 - Value of Cash Assets After Inflation

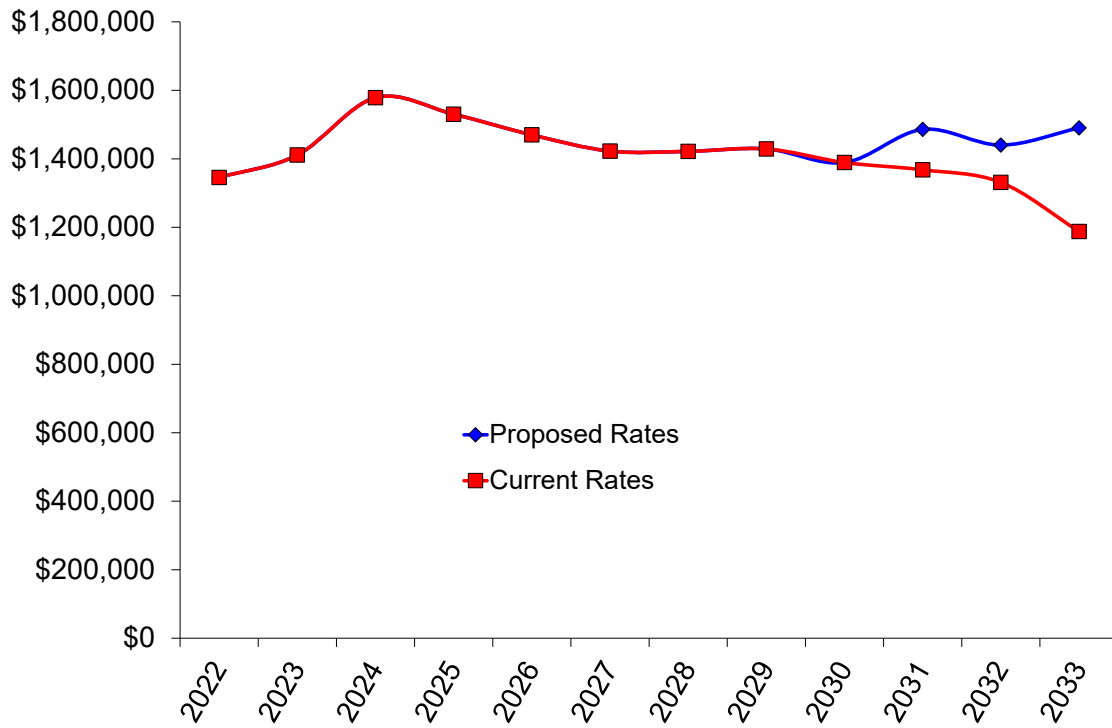
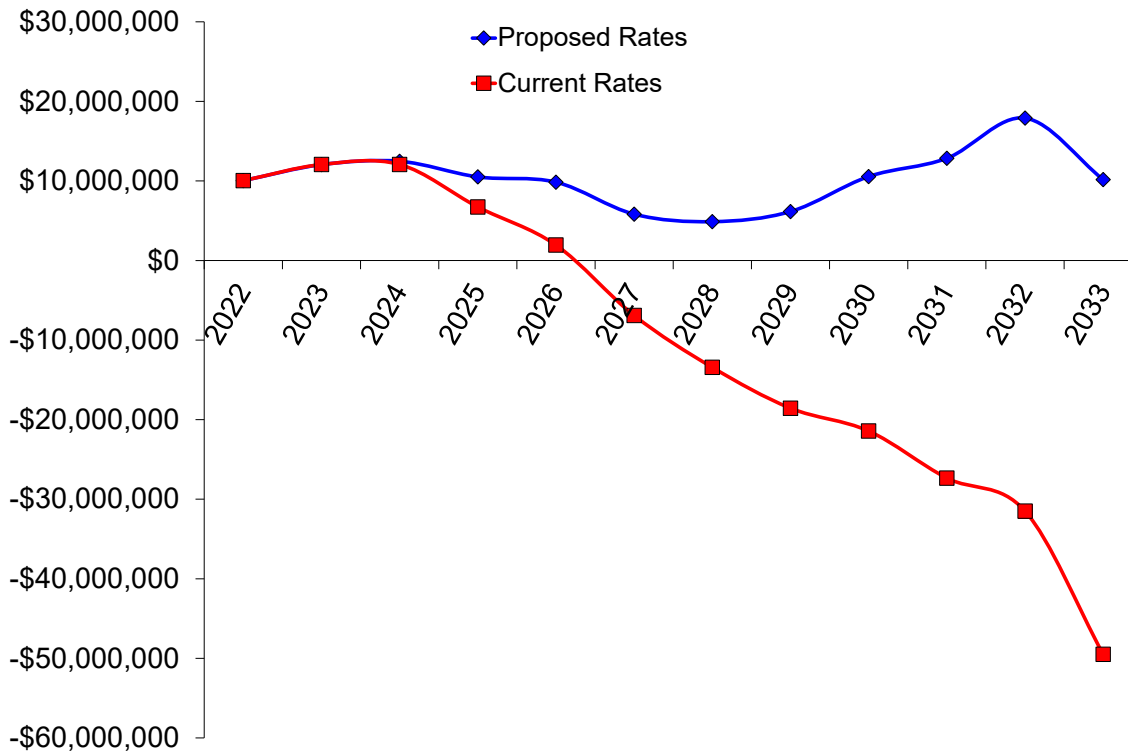


Chart 8 - Sum of All Reserves



MEMORANDUM

To: Dr. Kenneth Haskin, City Manager

From: Erica Bogenpohl, Regional Operations Manager, Alliance Water Resources
Casey Brunke, Public Works Director
Lisa Mills, Finance Director
Trevor Pulley, Deputy City Manager
Jonathan (JJ) Ridings, Local Manager, Alliance Water Resources

Date: July 15, 2024

Re: Water Rate Analysis Report

A Water Rate Analysis Report was conducted and prepared by Mr. Carl Brown with GettingGreatRates.com, LLC to determine how to fund projects as recommended per the Water System Facility Plan (WSFP) received in mid-2022. It is believed this is the first ever water rate study conducted for the City's water system. This study is attached herein and summarized below.

Background

The WSFP was conducted by Crawford, Murphy, and Tilly, an engineering firm contracted by the City in 2020, to study the needs of the water system. The report identifies over \$100 million worth of improvements to the City's water system, including expansion and upgrades to the 90-year-old water plant, distribution system redundancies and replacements, and other needed repairs and upgrades to pump stations, system controls, and other water infrastructure.

As mentioned, the rate analysis was completed by Carl Brown. Mr. Brown has conducted 300+ rate studies, primarily for clients in Missouri since starting his business in 2005. He previously did grant and loan coordination work for the Missouri Department of Natural Resources.

Water Rate Study

Carl submitted several iterations of the report, each time making changes based on feedback from City and Alliance staff. The final report includes recommendations from Public Works and Finance Departments, the Deputy City Manager, and Alliance Water Resources. The following are key points of the 75-page document.

- 1. Ongoing expenses and necessary improvements to the water system can be financed through reserves funding given a modest rate increase.**
 - a. Cape Girardeau's current water rates are below the national, state, and regional averages. The proposed rates are reasonable. (See attached Figures 1-3).**
 - i. The average Cape Girardeau customer bill would go from \$25.78 to \$36.81 (+\$11.03).

1. The average Cape Girardeau uses 3,658 gallons per month, compared to the national average of 5,000 gallons. A Cape Girardeau using the national average is being billed \$31.43 and that would increase to \$43.93 (+\$12.50).
 2. **The proposed rates keep Cape Girardeau competitive with neighboring communities:**
 - a. Perryville: \$38.83
 - b. Jackson: \$40.25
 - c. Ste. Genevieve: \$48.30
 - d. St. Louis: \$48.80
 3. Many communities do not provide softened water, requiring the consumer to purchase and maintain residential water softening units. Cape Girardeau's tap water is softened, so residents do not have this additional expenditure, whereas, for example, Jackson residents do.
- b. Cape Girardeau citizens can afford a rate increase.**
- i. The national average affordability index (AI) for water is 1.00%. What this means is that a residential customer earning at the City-wide median household income level is, on average, using 1% of their monthly household income to pay their monthly water bill. **Currently, the City's AI is 0.76% and it would increase to 1.02%.**
 - ii. Grant funding eligibility generally looks for an AI of 1.5-2.0%. **Because the City's rates are low, and will remain reasonable, grant funding is unlikely now and in the future.**
2. The study recommends adopting a level unit charge for residential users, i.e. cease the declining rate structure.
 - a. Currently, the higher your water usage, the lower your rate. This is an uncommon practice and generally reserved for cities oriented to high industrial production.
 - b. This structure would remain for commercial customers.
 3. Without a rate adjustment, reserves will continue to decline. With the proposed adjustment, reserves will remain steady, even as the City tackles necessary capital improvements.
 4. An assumption was made that operating costs will inflate by 4% per year for the next 5 years.

Summary

If the recommended rates and fees are adopted, and if future costs, growth, and other assumptions come to fruition, the City will build prudent reserves and fully fund the water utility for many years to come. These rates will bill water users fairly for the service used and provided.

FIGURE 1. MONTHLY WATER BILL FOR MISSOURI CITIES WITH POPULATION GREATER THAN 1,000

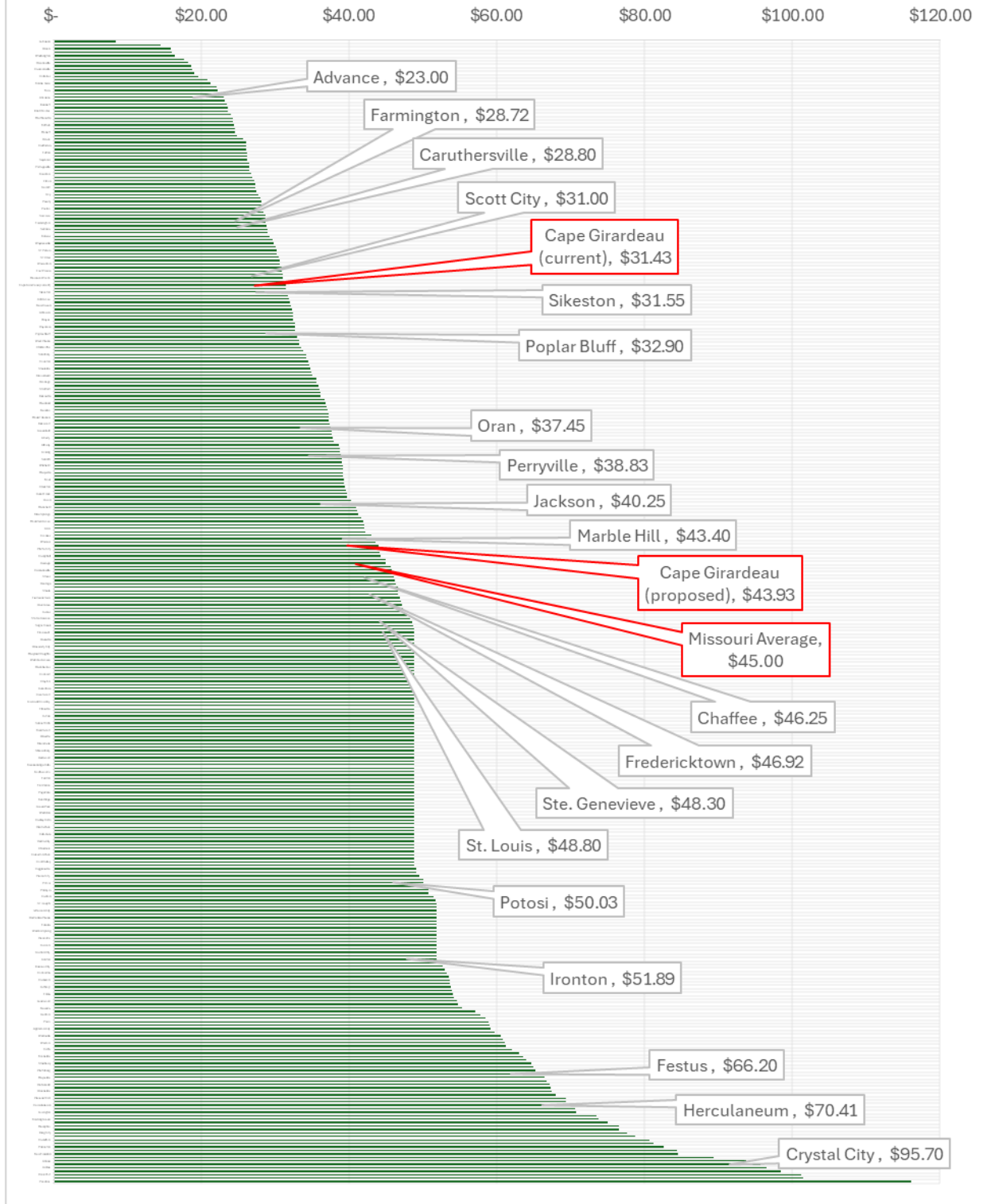


FIGURE 2. MONTHLY WATER BILL FOR MISSOURI CITIES WITH POPULATION GREATER THAN 20,000

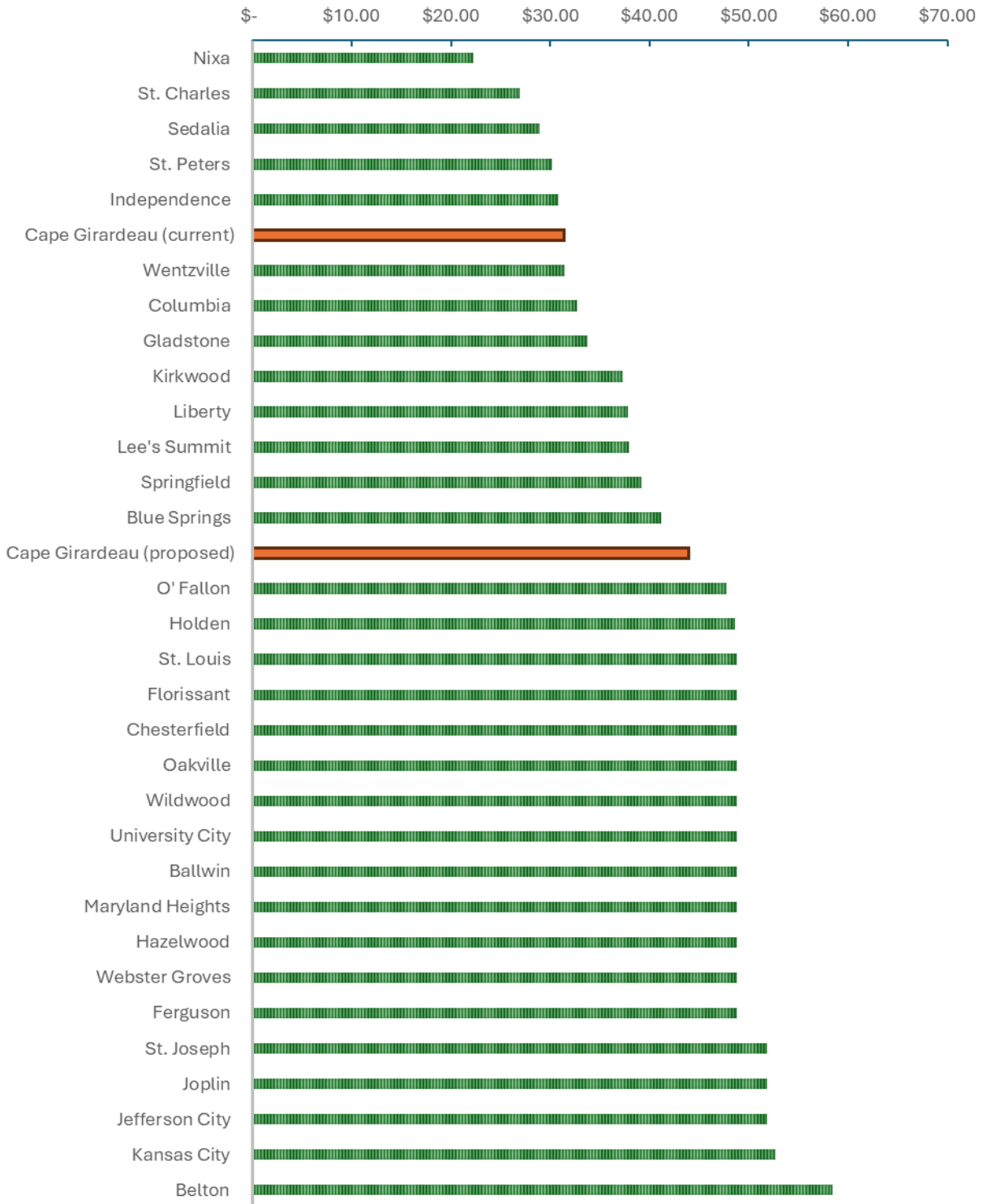
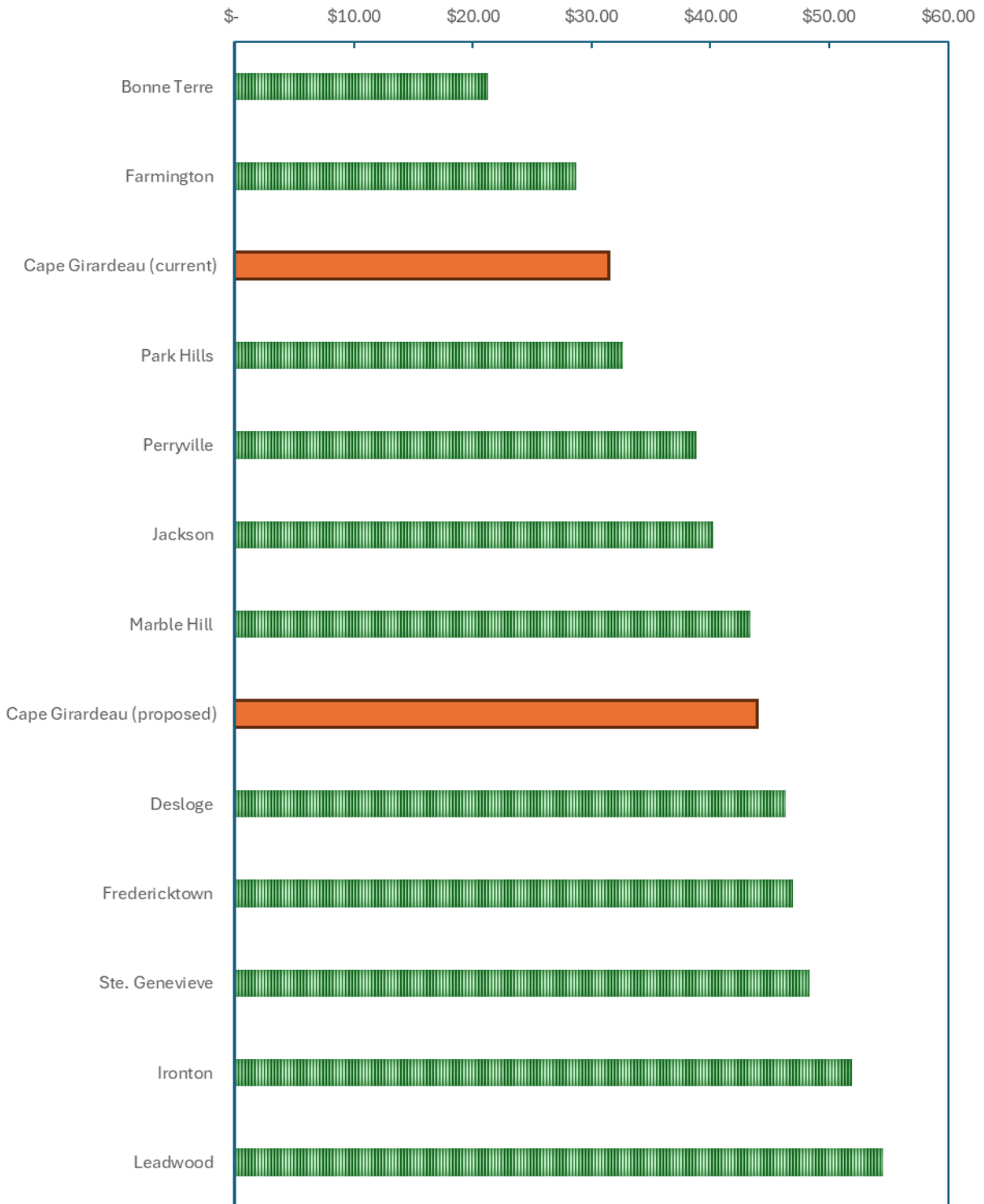


FIGURE 3. MONTHLY WATER BILL FOR CITIES WITHIN SEMORPC TERRITORY AND POPULATION GREATER THAN 1,000



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.

City of Cape Girardeau
Proposed Residential Water Rate Increases
Effective Date January 1, 2025

Number of Customers	% of Customers	USAGE reading on Customer's Bill		Average Water Bill Before the Increase	Average Water Bill AFTER the Increase	Average Monthly Increase
		Usage From	Usage To			
3,897	26%	0	20	13.68	21.87	8.19
4,377	29%	21	40	20.61	29.89	9.28
3,186	21%	41	60	26.85	37.61	10.76
1,684	11%	61	80	33.19	45.50	12.31
854	6%	81	100	39.58	53.47	13.89
898	6%	101	200	52.75	69.85	17.10
99	1%	201	300	87.70	113.82	26.12
43	0%	301	400	121.73	155.62	33.89
23	0%	401	500	159.04	202.50	43.46
8	0%	501	600	190.06	241.85	51.79
15	0%	601	1000	246.67	317.62	70.95
9	0%	1001	2000	377.09	486.28	109.19
4	0%	>2000		495.05	875.17	380.12
<u>15,097</u>						

93% of the customers will have a monthly increase ranging between \$8.19 and \$13.89

City of Cape Girardeau
Proposed Commercial Water Rate Increases
Effective Date January 1, 2025

Number of Customers	% of Customers	USAGE reading on Customer's Bill		Average Water Bill Before the Increase	Average Water Bill AFTER the Increase	Average Monthly Increase
		Usage From	Usage To			
1,599	69%	0	100	25.29	33.79	8.50
240	10%	101	200	74.06	92.79	18.73
134	6%	201	300	112.97	139.81	26.84
162	7%	301	600	170.38	211.88	41.50
42	2%	601	800	277.23	347.43	70.20
28	1%	801	1000	307.44	391.09	83.65
16	1%	1001	1200	360.00	458.14	98.14
9	0%	1201	1400	418.73	528.26	109.53
14	1%	1401	1700	514.12	641.69	127.57
20	1%	1701	2000	557.20	700.33	143.13
51	2%	2001	5000	909.80	1,138.45	228.65
10	0%	5001	10000	1,812.21	2,273.51	461.30
6	0%	10001	15000	3,138.80	3,933.48	794.68
1	0%	15001	20000	4,624.84	5,802.82	1,177.98
1	0%	20001	25000	5,089.96	6,387.20	1,297.24
1	0%	>25000		6,693.63	8,402.03	1,708.40
2,334					31,482.70	6,396.04

69% of the customers will have a monthly increase averaging \$8.50

Staff: Lisa Mills, Finance Director
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-126

SUBJECT

Ordinance Setting Property Tax Rates for Fiscal Year Ending June 30, 2025.

EXECUTIVE SUMMARY

This item provides for consideration of an ordinance establishing the property tax rates for the City of Cape Girardeau for the fiscal year ending June 30, 2025. A public hearing and ordinance are completed each year in accordance with statutory requirements, established for setting the property tax rates for local governments. The tax levy rates included in this ordinance represent the current year's tax ceiling rates as calculated pursuant to Article X Section 22 of the Missouri Constitution and Section 137.073 RSMo. The rates per \$100 assessed valuation are \$.3060 for the General Fund, \$.0573 for the Health Fund, and \$.7283 for the Downtown Special Business District.

BACKGROUND/DISCUSSION

In June, the City Council approved an ordinance adopting the budget for the current fiscal year. The adopted budget contained proposed tax levies, assumed assessed values and collection rates which meet the requirements of the city and constitutional and statutory requirements for the establishment of a tax rate. The tax levies per \$100 valuation proposed by the adopted budget were \$.3060 for the General Fund, \$.0573 for the Health Fund and \$.7283 for the Downtown Special District.

The initial City's assessed values of real property increased \$24,871,190 (4.2%) and the initial assessed values of personal property decreased \$3,320,449 (1.9%) when compared to assessed valuations of the previous year. New construction with assessed values of \$19,066,480 accounted for (76.6%) of the assessed value growth of real property.

FINANCIAL IMPACT

The budgeted real and personal property tax revenues are \$2,700,812 for the Fiscal Year Ending June 30, 2025.

A home owner that owns a house worth \$200,000 would pay \$138.05 in real estate tax to the City. Residents would pay \$12.11 for each \$10,000 of personal property that they own.

STAFF RECOMMENDATION

In order to complete the fiscal requirements of the current budget year, it is recommended the City Council approve the attached ordinance which would implement the tax rates for the current fiscal year.

ATTACHMENTS:

Name:	Description:
📄 TAX_LEVY_FY_2025.doc	Ordinance

BILL NO. 24-76

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LEVYING OF THE ANNUAL CITY REVENUE TAX; PUBLIC HEALTH TAX; SPECIAL BUSINESS DISTRICT NO. 2 TAX; FOR THE FISCAL YEAR ENDING ON THE 30TH DAY OF JUNE, 2025

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

ARTICLE 1. There is hereby levied for the fiscal year ending on the 30th day of June, 2025, a City revenue tax of Thirty and Sixty One Hundredths Cents (\$.3060) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 2. There is hereby levied for the fiscal year ending on the 30th day of June, 2025, a public health tax of Five and Seventy-three One Hundredths Cents (\$.0573) on the One Hundred Dollars (\$100.00) assessed valuation of all property within the City limits made taxable by law for state and county purposes and not by general law exempt from taxation for municipal purposes.

ARTICLE 3. There is hereby levied for Special Business District No. 2 of Cape Girardeau, Missouri, for the fiscal year ending on the 30th day of June, 2025, an ad valorem real estate tax of Seventy-two and Eighty-three One Hundredths Cents (\$.7283) on the One Hundred Dollars (\$100.00) assessed valuation of all real estate within the Special Business District No. 2 of Cape Girardeau, Missouri, not by general law exempt from taxation.

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 _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



Staff: Jake Garrard, PE, City Engineer
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-127

SUBJECT

An Ordinance accepting a Permanent Utility Easement from the Mary Meyer Trust, at the lot directly north of 331 North Main Street, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

An Ordinance accepting a Permanent Utility Easement from the Mary Meyer Trust, at the lot directly north of 331 North Main Street.

BACKGROUND/DISCUSSION

Recently, the City of Cape Girardeau discovered that an easement was not obtained from the Meyers during the construction of the nearby townhomes. Thomas Meyer and Kenneth Pincksten arranged for the new homes' sewer lateral line to connect to the new sewer main built for the townhomes. This required extending the sewer line into the vacant lot to the north owned by the Mary Meyer Trust and installing a manhole.

FINANCIAL IMPACT

The easement was donated. The property owners will pay for the cost of recording the new easement.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of the attached Ordinance accepting a Permanent Utility Easement from the Mary Meyer Trust.

ATTACHMENTS:

Name:	Description:

PUE_Mary_Meyer_Trust_331_N_Main_St.doc	Ordinance
EXECUTED_PUE_Mary_Meyer_Trust.pdf	Easement Agreement
GOOD_EXHIBIT_for_Utility_Esmt_from_Meyer_Trust.pdf	Exhibit
GOOD_Legal_Description_Lot_north_of_331_N_Main_St.docx	Legal Description

AN ORDINANCE ACCEPTING A PERMANENT UTILITY EASEMENT FROM THE MARY MEYER TRUST FOR A VACANT LOT DIRECTLY NORTH OF 331 NORTH MAIN STREET, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, a Permanent Utility Easement from the MARY E. MEYER AND THOMAS M. MEYER*(deceased), TRUSTEES OF THE MARY E. MEYER REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 9, 2010, for a vacant lot located directly north of 331 North Main Street, in the City of Cape Girardeau, Missouri, described as follows:

A Utility Easement to be granted over a part of land recorded in Document Number 2016- 01817 in the Land Records of Cape Girardeau County, Missouri which is Part of Lot Three (3) in Range "F" of USPS 2199 of the City of Cape Girardeau, and also being in Township 31 North, Range 14 East in the City and County of Cape Girardeau, Missouri and being more fully described as the following:

Begin at the Northeast Corner of Lot 1 of Riverview Court, a subdivision recorded in Document # 2015-09319 in the Land Records of Cape Girardeau County, Missouri, said point also being the Northwest Corner of the Common Ground/Utility Easement shown on said Riverview Court plat; Thence in a Northeasterly direction perpendicular to the North Line of said Lot 1, N 08° 01' 46" E, 20 feet; Thence Southeasterly parallel to and 20 feet north of the North line of the said Common Ground/Utility Easement S 82° 09' 12" E, 25 feet; Thence Southwesterly S 08° 01' 46" W, 20 feet to the Northeast Corner of the said Common Ground/Utility Easement of the Riverview Court plat; Thence Northwesterly along the North line of the Common Ground/Utility Easement N 82° 09' 12" W, 25 feet to the Point of Beginning and containing 500 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 _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



PERMANENT UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: **MARY E. MEYER AND THOMAS M. MEYER* (deceased), TRUSTEES OF THE MARY E. MEYER REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 9, 2010**, of the County of Cape Girardeau, in the State of Missouri, **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, organized and existing under the laws of the State of Missouri, of the County of Cape Girardeau in the State of Missouri, **GRANTEE** (hereinafter, the "**City**"), the right, privilege, permission and authority to enter on and upon the following described property which is solely owned by the undersigned located in the City and County of Cape Girardeau, Missouri, to-wit:

A Utility Easement to be granted over a part of land recorded in Document Number 2016-01817 in the Land Records of Cape Girardeau County, Missouri which is Part of Lot Three (3) in Range "F" of USPS 2199 of the City of Cape Girardeau, and also being in Township 31 North, Range 14 East in the City and County of Cape Girardeau, Missouri and being more fully described as the following:

Begin at the Northeast Corner of Lot 1 of Riverview Court, a subdivision recorded in Document # 2015-09319 in the Land Records of Cape Girardeau County, Missouri, said point also being the Northwest Corner of the Common Ground/Utility Easement shown on said Riverview Court plat; Thence in a Northeasterly direction perpendicular to the North Line of said Lot 1, N 08° 01' 46" E, 20 feet; Thence Southeasterly parallel to and 20 feet north of the North line of the said Common Ground/Utility Easement S 82° 09' 12" E, 25 feet; Thence Southwesterly S 08° 01' 46" W, 20 feet to the Northeast Corner of the said Common Ground/Utility Easement of the Riverview Court plat; Thence Northwesterly along the North line of the Common Ground/Utility Easement N 82° 09' 12" W, 25 feet to the Point of Beginning and containing 500 square feet more or less.

~~Said right, privilege, permission, and authority to enter on and upon the above~~ described property is granted 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 easement and the right, privilege, permission, and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand by its authorized representative on this 19th day of June, 2024.

MARY E. MEYER REVOCABLE LIVING TRUST
AGREEMENT DATED SEPTEMBER 9, 2010

By: Mary E. Meyer, Trustee
MARY E. MEYER, Trustee

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

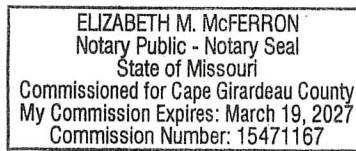
BE IT REMEMBERED, that on this 19th day of June, 2024, before me, the undersigned a Notary Public in and for the County and State aforesaid, came MARY E. MEYER, to me personally known, who, being by me duly sworn, did state that she is the **SOLE SURVIVING TRUSTEE** of the **MARY E. MEYER REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 9, 2010** and that said instrument was signed on behalf of said TRUST and acknowledged said instrument to be the free act and deed of said TRUST.

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

Elizabeth M. McFerron
Notary Public Elizabeth M. McFerron

My Commission expires:

March 19, 2027





CITY of CAPE GIRARDEAU

Utility Easement from Mary E. Meyer Trust

Mary E. Meyer Trust
Doc 2016-01817

*Range "F" of
City of Cape Girardeau*

S 82° 09' 12" E
25 feet

N 08° 01' 46" E
20 feet

S 08° 01' 46" W
20 feet

POB

25 feet
N 82° 09' 12" W

David B. Knight Trust
Doc 2020-07051

Lot 1 331

Lot 2 329

Lot 3 327

Lot 4 325

*Common Ground/
Utility Easement*

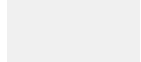
*Common Ground/
Utility Easement*

*Riverview
Court*

Lot 6



Utility Easement



Current Structures



Parcel



LEGEND



Date: 5/13/2024

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 needed Utility Easement

A Utility Easement to be granted over a part of land recorded in Document Number 2016-01817 in the Land Records of Cape Girardeau County, Missouri which is Part of Lot Three (3) in Range "F" of USPS 2199 of the City of Cape Girardeau, and also being in Township 31 North, Range 14 East in the City and County of Cape Girardeau, Missouri and being more fully described as the following:

Begin at the Northeast Corner of Lot 1 of Riverview Court, a subdivision recorded in Document # 2015-09319 in the Land Records of Cape Girardeau County, Missouri, said point also being the Northwest Corner of the Common Ground/Utility Easement shown on said Riverview Court plat; Thence in a Northeasterly direction perpendicular to the North Line of said Lot 1, N 08° 01' 46" E, 20 feet; Thence Southeasterly parallel to and 20 feet north of the North line of the said Common Ground/Utility Easement S 82° 09' 12" E, 25 feet; Thence Southwesterly S 08° 01' 46" W, 20 feet to the Northeast Corner of the said Common Ground/Utility Easement of the Riverview Court plat; Thence Northwesterly along the North line of the Common Ground/Utility Easement N 82° 09' 12" W, 25 feet to the Point of Beginning and containing 500 square feet more or less.

Staff: Jake Garrard, PE, City Engineer
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-128

SUBJECT

An Ordinance Repealing Ordinance 5666 from July 5, 2023 and Replacing it by Accepting three (3) Permanent Utility Easements from various property owners over a portion of a vacated 16 foot wide Alley Right of Way in Block Five (5) of West End Place 2nd Addition between South West End Boulevard and South Park Avenue, in the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The City received a request from Ron Buchheit, owner of 20 S West End Blvd in May of 2023, to vacate part of the 16 foot Alley in the rear of his property. He discussed this with the adjoining neighbors, Richard Parker and Mark Conrad, and they all agreed and petitioned the City for the alley vacation and verbally agreed to execute new easements over the alley due to various utility infrastructure that exists in the alley being vacated. The vacation ordinance was issued on June 20, 2023, but there was some difficulty with securing the needed Grant of Easement from 1 of the adjoining Property owners. In the meantime, Ron Buchheit sold the property at 20 S West End Blvd. This change in ownership makes the original Ordinance 5666 accepting the 3 easements from the original owners inaccurate. That original Ordinance # 5666 needs to be repealed and replaced with this new ordinance accepting the executed easements from all 3 of the current property owners: Christopher S. & Melinda S. Eakin, Parks Legacy Investments LLC and M. Allen Investments, LLC. All Easements have been granted and executed as of July, 2024.

The relevant property addresses as well as the owners are:

20 S West End Blvd: owners are Christopher S. & Melinda S. Eakin, husband and wife

35 S Park Ave: owner is Parks Legacy Investments LLC (contact - Bryant D Parks)

17 S Park Ave: owner is M. Allen Investments, LLC (contact – Mark Conrad)

FINANCIAL IMPACT

None. The property owners will pay for the cost of recording the vacation ordinance and the Easement documents.

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 utilities in, on, upon, under or across said property, together with all the useful, necessary and proper adjuncts, appurtenances, and appliances in connection therewith, said property located in the City and County of Cape Girardeau, Missouri.

STAFF RECOMMENDATION

Staff recommends Council approval of the attached Ordinance accepting Permanent Utility Easements covering that portion of the already vacated 16 foot wide Alley Right of Way in Block Five (5) of West End Place 2nd Addition between South West End Boulevard and South Park Avenue, as shown on the attached map, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:	
Name:	Description:
D Repeal_5666_Accept_3_new_alley_ROW_S_West_End__S_Park.doc	Ordinance
D 17_S_Park_St__ESMT_Exhibit.pdf	Exhibit - 17 S Park St
D 35_S_Park_Ave__ESMT_Exhibit.pdf	Exhibit - 35 S Park St.
D 20_S_West_End_Bld__ESMT_Exhibit__GOOD.PDF	Exhibit - 20 S West End Blvd
D 17_S_Park_Ave__Legal_Description__GOOD.DOCX	Legal Description - 17 S Park Ave
D 35_S_Park_Ave__Legal_Description.docx	Legal Description - 35 S Park St.
D 20_S_West_End_Bld__Legal_Description__GOOD.DOCX	Legal Description - 20 S West End Blvd
D 17_S_Park_Ave_PERM_UTILITY_EASEMENT__EXECUTED.pdf	Easement Agreement - 17 S Park
D 35_S_Park_Ave__PERM_UTILITY_EASEMENT__EXECUTED.pdf	Easement Agreement - 35 S Park
D 20_S_West_End_Bld__PERM_UTILITY_EASEMENT__EXECUTED.pdf	Easement Agreement - 20 S West End

AN ORDINANCE REPEALING ORDINANCE NO. 5666, AND REPLACING IT BY ACCEPTING THREE PERMANENT UTILITY EASEMENTS FROM VARIOUS PROPERTY OWNERS FOR ALLEY RIGHT OF WAY BETWEEN SOUTH PARK AVENUE AND SOUTH WEST END BOULEVARD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. Ordinance Number 5666, passed and approved July 5th, 2023, entitled, "An ordinance accepting permanent utility easements from various property owners for a portion of a vacated alley right of way between South Park Avenue and South West End Boulevard", is hereby repealed in its entirety.

ARTICLE 2. The City of Cape Girardeau, Missouri, hereby accepts, and agrees to accept, three (3) Permanent Utility Easements from various property owners, in the City of Cape Girardeau, Missouri, more particularly described as follows:

20 S West End Blvd from Christopher S. Eakin and Melinda S. Eakin, husband and wife

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southeast corner of Lot 7, Block 5 of West End Place 2nd Addition, said corner also being a point in the West line of a platted north-south 16 foot wide alley, now vacated, through Block 5; thence run Northeasterly along the West line of said vacated alley, 3 feet to the Point of Beginning; thence continuing in a Northeasterly direction along the West line of the platted alley now vacated, said line also being the East line of said Lot 7, Block 5; thence continuing Northeasterly along the prolongation of said East line of Lot 7 through the south half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the

prolongation line of Lot 7 and the Centerline of the now abandoned railroad right of way; thence in a Northeasterly direction along the Centerline of the now abandoned railroad right of way, crossing from the West line of the vacated alley to the intersecting point of the abandoned railroad centerline and the centerline of the vacated alley; thence in a Southwesterly direction along the centerline of the vacated alley to a point on said alley centerline that is 3 feet north of the prolongation of the South line of Lot 7, Block 5; thence in a Northwesterly direction, parallel to and 3 feet north of the prolongation of the South line of Lot 7 to a point in the West line of the platted and now vacated 16 foot alley, said point being 3 feet North of the Southeast corner of Lot 7, Block 5, and the Point of Beginning.

35 S Park Ave from M. Allen Investments, LLC, a Missouri Limited Liability Company

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Northwest corner of Lot 8, Block 5 of West End Place 2nd Addition, said corner being a point in the East line of a now vacated platted north-south Alley in Block 5 of said subdivision; thence in a Northeasterly direction departing from the Northwest corner of said Lot 8 and running along the East line of said vacated alley, also being the West line of Lot 6, Block 5 of said subdivision to a point 12 feet North of the Southwest corner of said Lot 6, said point being the same point as the Northwest corner of a tract of land recorded in Document number 2022-06113, said point being the Point of Beginning; Thence in a Northwesterly direction, parallel to and 12 feet north of the prolongation of the said Lot 6 South line, crossing from the East line of the now vacated alley to the Centerline of said vacated Alley; thence in a southwesterly direction along the centerline of the vacated Alley to an intersecting point that is 3 foot north of the prolongation of the South line of Lot 8 with the now vacated alley centerline; thence in a Southeasterly direction, parallel to and 3 feet North of the prolongation of the South line

of Lot 8 to a point that is in the West line of Lot 8 and being 3 feet north of the Southwest corner of Lot 8, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2022-06113; thence in a Northeasterly direction along the West line of Lots 8 and 6, and being the same line as the East line of the now vacated portion of an alley in Block 5, to the Point of Beginning.

17 S Park Ave from Parks Legacy Investments LLC, a Missouri Limited Liability Company

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southwest corner of Lot 6, Block 5 of West End Place 2nd Addition; thence Northeasterly along the West line of said Lot 6, being the same line as the East line of a now vacated portion of the platted North-South Alley in Block 5, to a point 12 feet North of the Southwest corner of said Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning; Thence in a Northeasterly direction with the West line of Lot 6 and the prolongation of said West line of Lot 6 through the South Half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the prolongation of the West line of Lot 6 and the Centerline of the now abandoned railroad right of way and also being the Northwest corner of a tract of land recorded in Document number 2014-10187; thence in a Southwesterly direction along the Centerline of the now abandoned railroad right of way to an intersecting point of the Centerline of the railroad with the Centerline of the now vacated Alley in Block 5; thence in a Southwesterly direction along the Centerline of the now vacated Alley to an intersecting point that is 12 foot North of the prolongation of the South line of Lot 6 with the now vacated Alley Centerline; thence in a Southeasterly direction, parallel to and 12 feet North of the prolongation of the South line of Lot 6, to a point that is

in the West line of Lot 6 and being 12 feet North of the Southwest corner of Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning.

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 hereof.

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

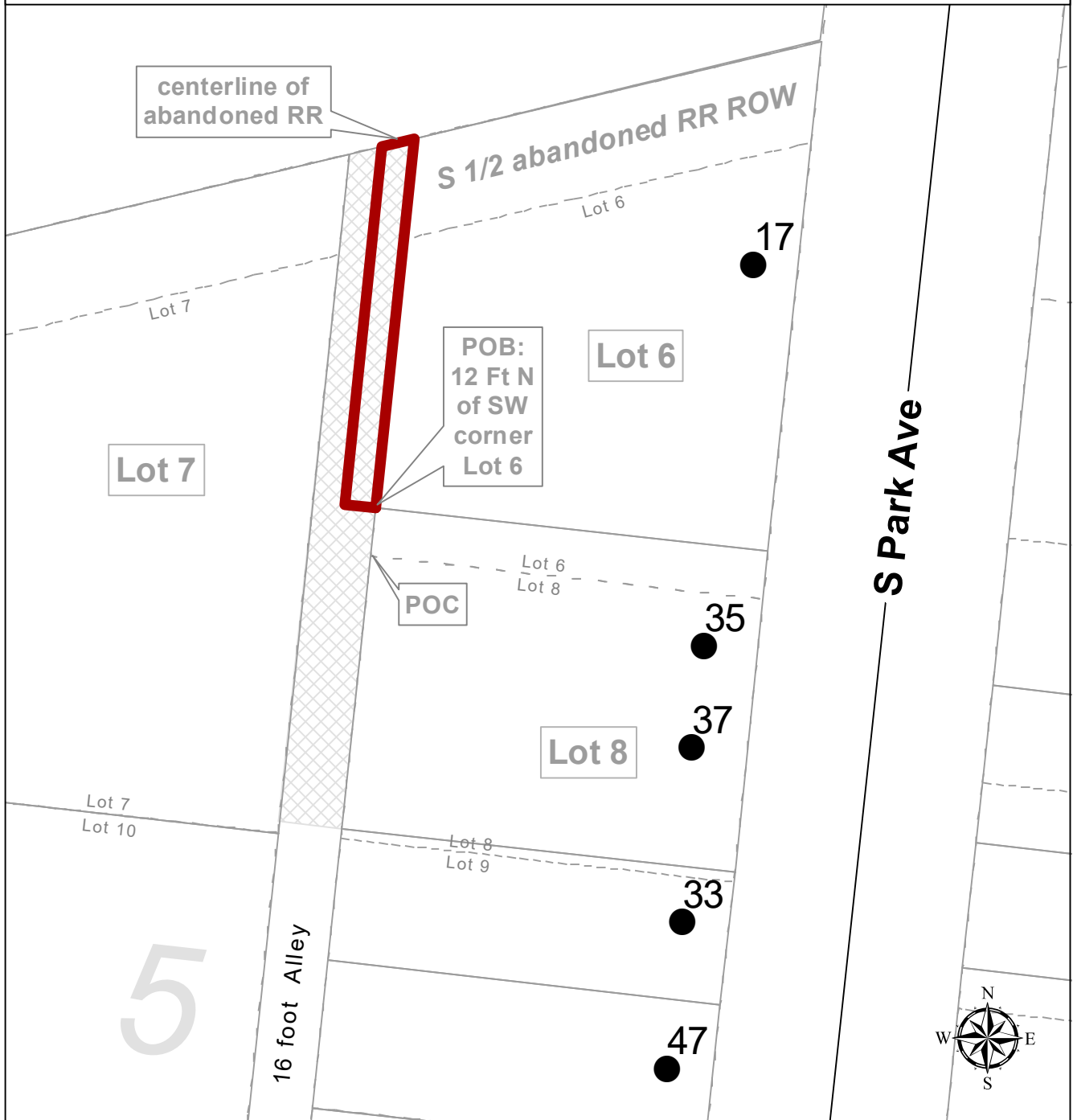
PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk





LEGEND



Area of Interest



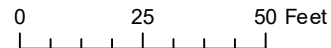
Subdivision Lot Lines



Vacated Alley



Parcel



1:469

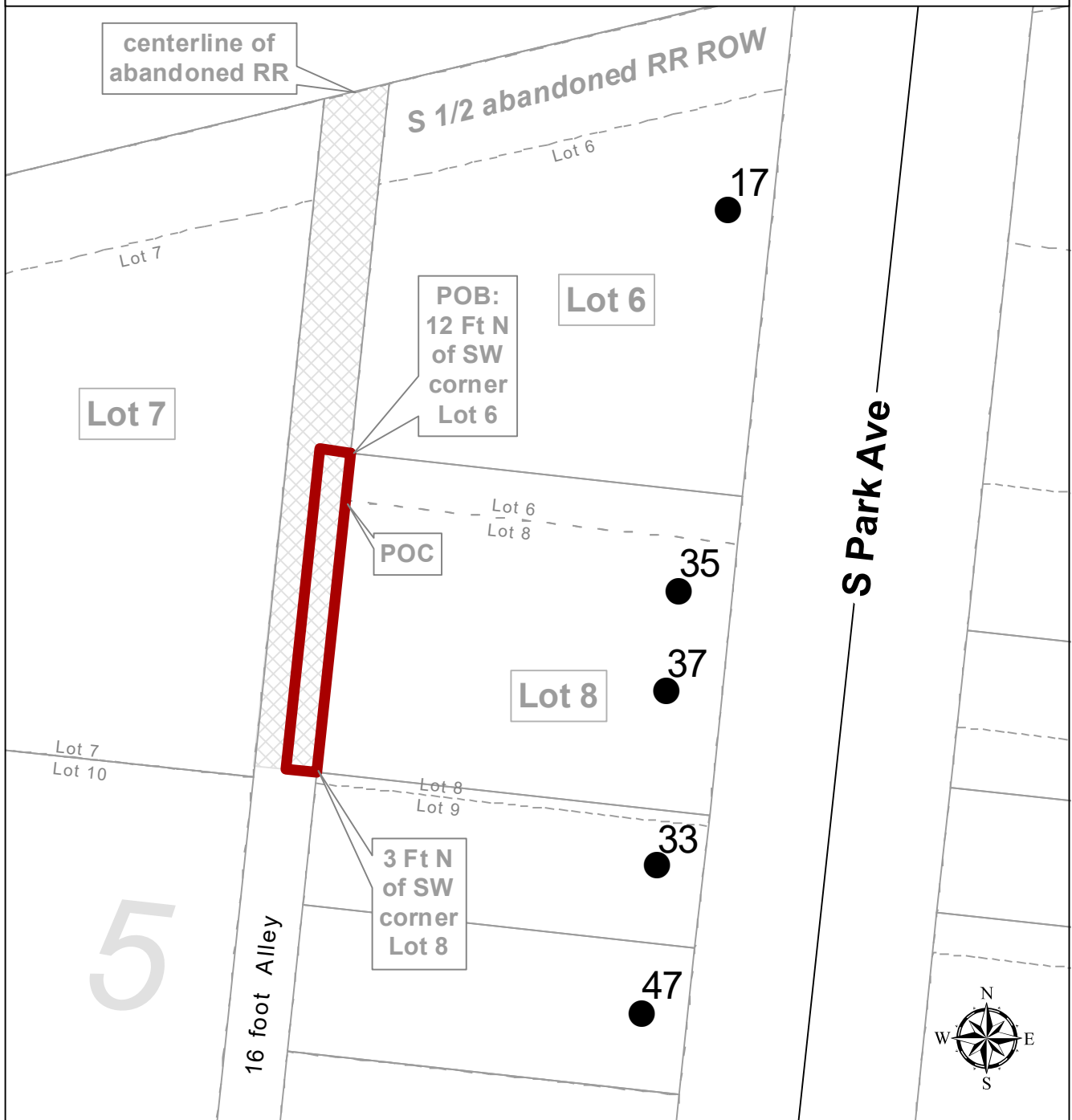
Date: 5/24/2023

Created by: Development Services
Teresa Heffner, Alliance Water Resources

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

CITY of CAPE GIRARDEAU

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LEGEND



Area of Interest



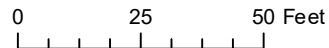
Subdivision Lot Lines



Vacated Alley



Parcel



1:469

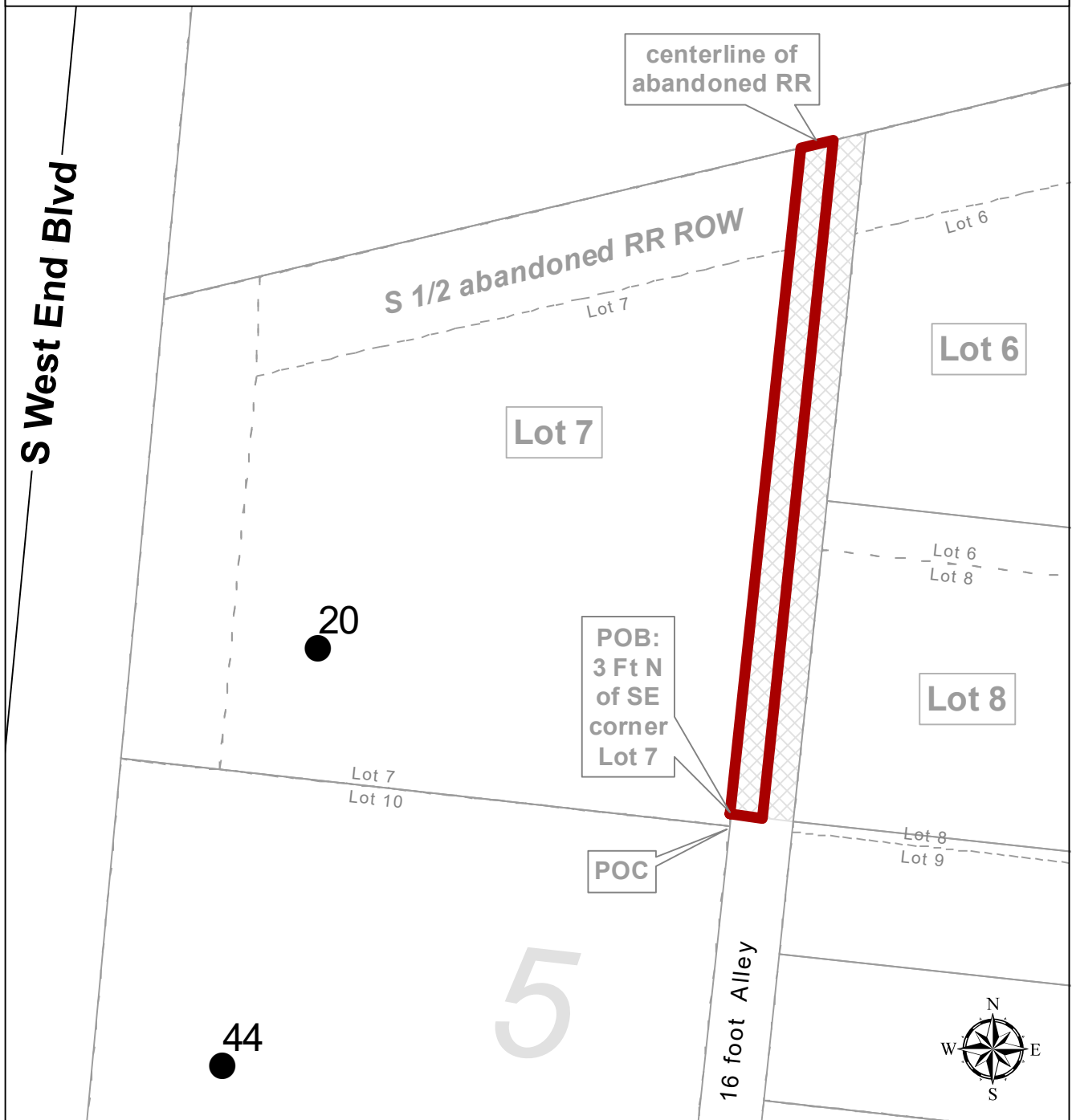
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CITY of CAPE GIRARDEAU

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LEGEND



Area of Interest



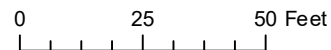
Subdivision
Lot Lines



Vacated Alley



Parcel



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CITY of CAPE GIRARDEAU

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Legal Description Easement over Vacated Alley part of Block 5 of West End 2nd Addition
17 S Park Ave Parks Legacy Investments LLC

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southwest corner of Lot 6, Block 5 of West End Place 2nd Addition; thence Northeasterly along the West line of said Lot 6, being the same line as the East line of a now vacated portion of the platted North-South Alley in Block 5, to a point 12 feet North of the Southwest corner of said Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning; Thence in a Northeasterly direction with the West line of Lot 6 and the prolongation of said West line of Lot 6 through the South Half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the prolongation of the West line of Lot 6 and the Centerline of the now abandoned railroad right of way and also being the Northwest corner of a tract of land recorded in Document number 2014-10187; thence in a Southwesterly direction along the Centerline of the now abandoned railroad right of way to an intersecting point of the Centerline of the railroad with the Centerline of the now vacated Alley in Block 5; thence in a Southwesterly direction along the Centerline of the now vacated Alley to an intersecting point that is 12 foot North of the prolongation of the South line of Lot 6 with the now vacated Alley Centerline; thence in a Southeasterly direction, parallel to and 12 feet North of the prolongation of the South line of Lot 6, to a point that is in the West line of Lot 6 and being 12 feet North of the Southwest corner of Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning.

Legal Description Easement over Vacated Alley part of Block 5 of West End 2nd Addition
35 S Park Ave from M. Allen Investments, LLC, a Missouri Limited Liability Company

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Northwest corner of Lot 8, Block 5 of West End Place 2nd Addition, said corner being a point in the East line of a now vacated platted north-south Alley in Block 5 of said subdivision; thence in a Northeasterly direction departing from the Northwest corner of said Lot 8 and running along the East line of said vacated alley, also being the West line of Lot 6, Block 5 of said subdivision to a point 12 feet North of the Southwest corner of said Lot 6, said point being the same point as the Northwest corner of a tract of land recorded in Document number 2022-06113, said point being the Point of Beginning; Thence in a Northwesterly direction, parallel to and 12 feet north of the prolongation of the said Lot 6 South line, crossing from the East line of the now vacated alley to the Centerline of said vacated Alley; thence in a southwesterly direction along the centerline of the vacated Alley to an intersecting point that is 3 foot north of the prolongation of the South line of Lot 8 with the now vacated alley centerline; thence in a Southeasterly direction, parallel to and 3 feet North of the prolongation of the South line of Lot 8 to a point that is in the West line of Lot 8 and being 3 feet north of the Southwest corner of Lot 8, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2022-06113; thence in a Northeasterly direction along the West line of Lots 8 and 6, and being the same line as the East line of the now vacated portion of an alley in Block 5, to the Point of Beginning.

Legal Description Easement over Vacated Alley part of Block 5 of West End 2nd Addition

20 S West End Blvd from : Christopher S. Eakin and Melinda S. Eakin, husband and wife

That part of a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southeast corner of Lot 7, Block 5 of West End Place 2nd Addition, said corner also being a point in the West line of a platted north-south 16 foot wide alley, now vacated, through Block 5; thence run Northeasterly along the West line of said vacated alley, 3 feet to the Point of Beginning; thence continuing in a Northeasterly direction along the West line of the platted alley now vacated, said line also being the East line of said Lot 7, Block 5; thence continuing Northeasterly along the prolongation of said East line of Lot 7 through the south half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the prolongation line of Lot 7 and the Centerline of the now abandoned railroad right of way; thence in a Northeasterly direction along the Centerline of the now abandoned railroad right of way, crossing from the West line of the vacated alley to the intersecting point of the abandoned railroad centerline and the centerline of the vacated alley; thence in a Southwesterly direction along the centerline of the vacated alley to a point on said alley centerline that is 3 feet north of the prolongation of the South line of Lot 7, Block 5; thence in a Northwesterly direction, parallel to and 3 feet north of the prolongation of the South line of Lot 7 to a point in the West line of the platted and now vacated 16 foot alley, said point being 3 feet North of the Southeast corner of Lot 7, Block 5, and the Point of Beginning.

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **Parks Legacy Investments LLC, a Missouri Limited Liability Company**, 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 of the State of Missouri, 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 a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southwest corner of Lot 6, Block 5 of West End Place 2nd Addition; thence Northeasterly along the West line of said Lot 6, being the same line as the East line of a now vacated portion of the platted North-South Alley in Block 5, to a point 12 feet North of the Southwest corner of said Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning; Thence in a Northeasterly direction with the West line of Lot 6 and the prolongation of said West line of Lot 6 through the South Half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the prolongation of the West line of Lot 6 and the Centerline of the now abandoned railroad right of way and also being the Northwest corner of a tract of land recorded in Document number 2014-10187; thence in a Southwesterly direction along the Centerline of the now abandoned railroad right of way to an intersecting point of the Centerline of the railroad with the Centerline of the now vacated Alley in Block 5; thence in a Southwesterly direction along the Centerline of the now vacated Alley to an intersecting point that is 12 foot North of the prolongation of the South line of Lot 6 with the now vacated Alley Centerline; thence in a Southeasterly direction, parallel to and 12 feet North of the prolongation of the South line of Lot 6, to a point that is in the West line of Lot 6 and being 12 feet North of the Southwest corner of Lot 6, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2014-10187 and being the Point of Beginning.

Said right, privilege, permission, and authority to enter on and upon the above described property is granted for the purpose of enabling the City as well as its agents, servants, and assigns to use said property to excavate, build, construct, operate, maintain, and repair certain 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 easement and the right, privilege, permission, and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has executed this Permanent Utility Easement on this 10th day of may, 2024.

Parks Legacy Investments LLC

Bryant Parks
Signature:

Amy Parks
Signature

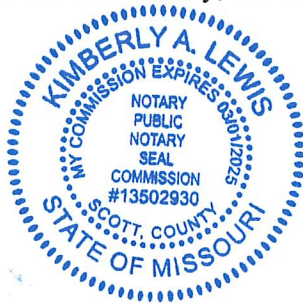
Bryant Parks
Printed, Managing Member

Amy Parks
Printed Name, Managing Member

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

On this 10th day of may, 2024, personally appeared before me, Bryant D. Parks and Amy Parks, **Managing Member/s of Parks Legacy Investments LLC, a Missouri Limited Liability Company**, to me known to be the person/s described in and who executed the within instrument on behalf of said limited liability company and acknowledged that he/she/they have the authority to execute the same as the free act and deed for the purposes therein stated.

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



Kimberly A. Lewis
Notary Public Signature

Kimberly A. Lewis
Notary Public Printed Name

My Commission Expires:
03.01.2025

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **M. Allen Investments, LLC, a Missouri Limited Liability Company**, 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 of the State of Missouri, 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 a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Northwest corner of Lot 8, Block 5 of West End Place 2nd Addition, said corner being a point in the East line of a now vacated platted north-south Alley in Block 5 of said subdivision; thence in a Northeasterly direction departing from the Northwest corner of said Lot 8 and running along the East line of said vacated alley, also being the West line of Lot 6, Block 5 of said subdivision to a point 12 feet North of the Southwest corner of said Lot 6, said point being the same point as the Northwest corner of a tract of land recorded in Document number 2022-06113, said point being the Point of Beginning; Thence in a Northwesterly direction, parallel to and 12 feet north of the prolongation of the said Lot 6 South line, crossing from the East line of the now vacated alley to the Centerline of said vacated Alley; thence in a southwesterly direction along the centerline of the vacated Alley to an intersecting point that is 3 foot north of the prolongation of the South line of Lot 8 with the now vacated alley centerline; thence in a Southeasterly direction, parallel to and 3 feet North of the prolongation of the South line of Lot 8 to a point that is in the West line of Lot 8 and being 3 feet north of the Southwest corner of Lot 8, said point also being the same as the Southwest corner of a tract of land recorded in Document number 2022-06113; thence in a Northeasterly direction along the West line of Lots 8 and 6, and being the same line as the East line of the now vacated portion of an alley in Block 5, to the Point of Beginning.

Said right, privilege, permission, and authority to enter on and upon the above described property is granted for the purpose of enabling the City as well as its agents, servants, and assigns to use said property to excavate, build, construct, operate, maintain, and repair certain 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 easement and the right, privilege, permission, and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has executed this Permanent Utility Easement on this 3 day of may, 2024.

M. Allen Investments, LLC

Mark A Conrad
Signature:

MARK A. Conrad
Printed Name & Title

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

On this 3rd day of may, 2024, personally appeared before me, Mark Conrad, owner of M. Allen Investments, LLC, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she has the authority to execute the same as the free act and deed of said M. Allen Investments, LLC for the purposes therein stated.

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

Amanda L. McKinney
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Cape Girardeau
My Commission Expires: 3/3/2026
ID # 14583193

Amanda L. McKinney
Notary Public Signature

Amanda L. McKinney
Notary Public Printed Name

My Commission Expires: 3/3/2026

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: **Christopher S. Eakin and Melinda S. Eakin, husband and wife**, 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 of the State of Missouri, 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 a vacated 16 foot-wide Alley in Block Five (5) of West End Place 2nd Addition as recorded in Plat Book 2, at Page 13 and the South Half (S ½) of the Missouri Pacific Railroad Right of Way, now Abandoned, abutting the Alley, all being in Out Lot 26 of Survey 2199, Township 30 North, Range 14 East in the City of Cape Girardeau in the County of Cape Girardeau County, Missouri and being more fully described as the following:

Commence at the Southeast corner of Lot 7, Block 5 of West End Place 2nd Addition, said corner also being a point in the West line of a platted north-south 16 foot wide alley, now vacated, through Block 5; thence run Northeasterly along the West line of said vacated alley, 3 feet to the Point of Beginning; thence continuing in a Northeasterly direction along the West line of the platted alley now vacated, said line also being the East line of said Lot 7, Block 5; thence continuing Northeasterly along the prolongation of said East line of Lot 7 through the south half of the now abandoned Missouri Pacific Railroad to a point, said point being the intersection of the prolongation line of Lot 7 and the Centerline of the now abandoned railroad right of way; thence in a Northeasterly direction along the Centerline of the now abandoned railroad right of way, crossing from the West line of the vacated alley to the intersecting point of the abandoned railroad centerline and the centerline of the vacated alley; thence in a Southwesterly direction along the centerline of the vacated alley to a point on said alley centerline that is 3 feet north of the prolongation of the South line of Lot 7, Block 5; thence in a Northwesterly direction, parallel to and 3 feet north of the prolongation of the South line of Lot 7 to a point in the West line of the platted and now vacated 16 foot alley, said point being 3 feet North of the Southeast corner of Lot 7, Block 5, and the Point of Beginning.

Said right, privilege, permission, and authority to enter on and upon the above described property is granted for the purpose of enabling the City as well as its agents, servants, and assigns to use said property to excavate, build, construct, operate, maintain, and repair certain 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 easement and the right, privilege, permission, and authority herein granted are perpetual and shall run with the land.

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

IN WITNESS WHEREOF, the undersigned has executed this Permanent Utility Easement on this 10 day of July, 2024.

[Signature]
Christopher S. Eakin

Melinda S. Eakin
Melinda S. Eakin

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

On this 10 day of July, 2024, personally appeared before me, **Christopher S. Eakin and Melinda S. Eakin, husband and wife**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they have the authority to execute the same as a free act and deed for the purposes therein stated.

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



[Signature]
Notary Public Signature

MARK CONRAD
Notary Public Printed Name

My Commission Expires: 04/04/2028

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-129

SUBJECT

An Ordinance approving the record plat of Park West Hospitality Center No. 3 Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a one-lot commercial subdivision at 205 South Mt. Auburn Road.

BACKGROUND/DISCUSSION

A record plat has been submitted for Park West Hospitality Center No. 3 Subdivision, located at 205 South Mt. Auburn Road and zoned C-2 (Highway Commercial). The plat creates a single commercial lot.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its July 10, 2024 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
❏ RP_Park_West_Hospitality_Center_No_3_Sub.doc	Ordinance
❏ Staff_Review-Referral-Action_Form.pdf	Park West Hospitality Center No. 3 Subdivision - Staff RRA Form
❏ Map_-_Park_West_Hospitality_Center_No_3.pdf	Park West Hospitality Center No. 3 Subdivision - Map
❏ Application_-_Park_West_Hosp_Center_No_3.pdf	Park West Hospitality Center No. 3 Subdivision - Application
❏ 39357_Park_West_Subdivision_Plat_Revision.pdf	Park West Hospitality Center No. 3 Subdivision - Record Plat

BILL NO. 24-80

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
PARK WEST HOSPITALITY CENTER NO. 3 SUBDIVISION

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

ARTICLE 1. The record plat of Park West Hospitality Center No. 3 Subdivision, being part of Outlot 84 of U.S.P. Survey 2199 and part of U.S.P. Survey 3090 of Section 02, Township 30 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by Midamerica Hotels Corporation, a Missouri Corporation, bearing the certification of Christopher L. Koehler, a Registered Land Surveyor, dated the 16th day of July, 2024, is hereby approved.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



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

FILE: **Park West Hospitality Center No. 3 Subdivision**

LOCATION: South Mt. Auburn Road

STAFF REVIEW & COMMENTS:


A record plat has been submitted to create a new one (1) lot subdivision on South Mt. Auburn Road. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

6/28/24

 Date

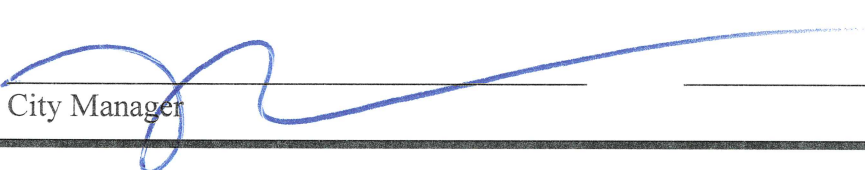


 City Attorney

6/28/24

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

7/1/24

 Date

Planning & Zoning Commission


RECOMMENDED ACTION:

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

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



 Chris Martin
 Planning & Zoning Commission Secretary

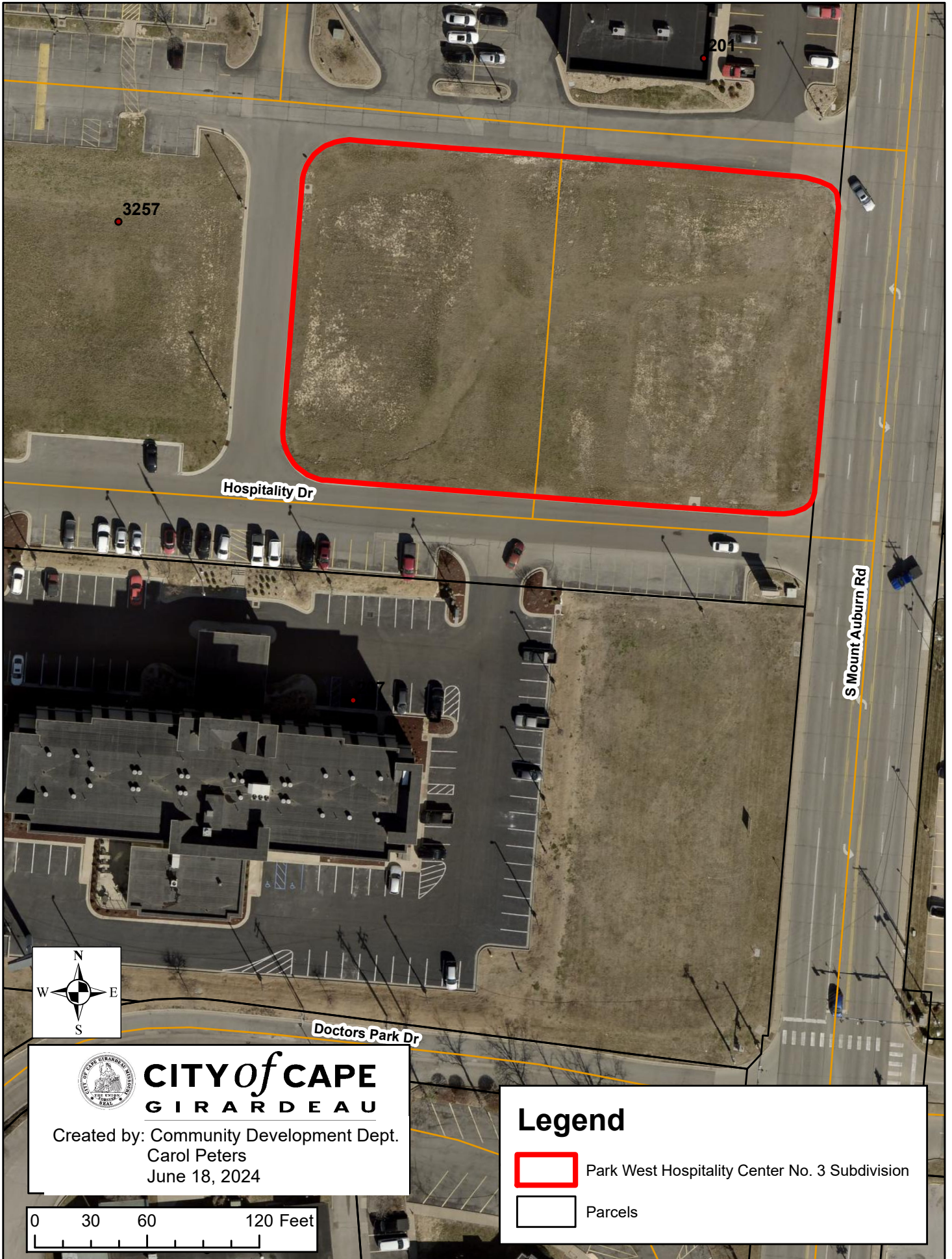
City Council Action

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

ORDINANCE # _____

Effective Date: _____

Park West Hospitality Center No. 3 Subdivision



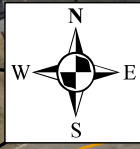
3257

201

Hospitality Dr

S Mount Auburn Rd

Doctors Park Dr





CITY of CAPE
GIRARDEAU

Created by: Community Development Dept.
Carol Peters
June 18, 2024



Legend

-  Park West Hospitality Center No. 3 Subdivision
-  Parcels



SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision Park West Hospitality Center No. 3 Subdivision		Type of Plat <input checked="" type="checkbox"/> Record <input type="checkbox"/> Preliminary <input type="checkbox"/> Boundary Adjustment	
Applicant MidAmerica Hotels Corporation		Property Owner of Record <input type="checkbox"/> Same as Applicant	
Mailing Address 4072 State Highway K	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.334.0546	Email mcantrell@midamcorp.com	Telephone	Email
Contact Person (if Applicant is a Business or Organization) Melanie Cantrell		(Attach additional owners information, if necessary)	
Professional Engineer/Surveyor (if other than Applicant) Koehler Engineering and Land Surveying		Developer (if other than Applicant)	
Mailing Address 194 Coker Lane	City, State, Zip Cape Gir., MO 63701	Mailing Address	City, State, Zip
Telephone 573.335.3026	Email ckoehler@koehlerengineering.com	Telephone	Email

**ADDITIONAL ITEMS
REQUIRED**

See Instructions for more information.

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

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

<u>Sheet Size</u>	<u>Record Plat</u>	<u>Boundary Adjustment Plat</u>	
18" x 24"	\$46.00	\$26.00	\$ 71.00
24" x 36"	\$71.00	\$31.00	\$ 281.00
- (The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)*
- One (1) full size print of the plat
 - Digital file of the plat in .pdf format (can be emailed to cityplanning@cityofcape.org)
 - Completed minimum requirements checklist

CERTIFICATION

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

SUSAN K DODDS

Applicant Signature and Printed Name

6/11/2024

Date

OFFICE USE ONLY			
Date Received & By	File #	MUNIS Application #	MUNIS Permit #
<u>6-12-24</u>			
Review Fee Received \$	Recording Fee Received \$	<input type="checkbox"/> Check #	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cash
<u>210-</u>	<u>71-</u>	<u>72904</u>	
Preliminary and Record Plats:			
Planning & Zoning Commission Recommendation	Date	City Council Final Action	Date

City of Cape Girardeau
Subdivision Plat Requirements
(Record Plats)

MINIMUM REQUIREMENTS FOR RECORD PLATS – COMPLETE CHECKLIST AND SUBMIT WITH APPLICATION

(First column of check boxes is for professional engineer/surveyor; second column is for City staff)

NAME OF SUBDIVISION: Park West Hospitality Center No. 3 Subdivision

- Sheet size - 18" x 24", 24" x 24", or 24" x 36"
- White background with black text and graphics; greyscale allowed; no other colors
- Border - rectangular, solid line(s)
- Title block - include name, address, and phone number of consultant preparing the plat; include box for original issue date and at least 3 revision issue dates
- Sheet number, if plat consists of more than one sheet
- Plat title - located at the top of the sheet, preferably centered; begin with "RECORD PLAT"; name cannot be a duplicate of an existing subdivision in the county or include "RESUBDIVISION"
- Description beneath plat title - if existing platted lots are involved, begin with "ALL OF" or "PART OF" as applicable; include Block Number if applicable; include Book and Page or Document Number of existing plat; include vacated right-of-way/alley if applicable; end with "IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI"
- References - list all deeds, plats, separate easement instruments, etc. used in preparing the plat; include Book and Page or Document Number for each, if recorded
- North arrow with basis of bearings
- Graphic scale - 1:100 or less; must be a multiple of 10
- Vicinity map - lines only (no images); all nearby streets and major streets labeled; site labeled; include North arrow and "NTS" or "NOT TO SCALE"; use transparent background for labels
- Legend - list found monuments first, followed by set monuments, followed by: "SUBDIVISION BOUNDARY LINE", "LOT LINE TO BE ELIMINATED" and/or "NEW LOT LINE" as applicable, "EXISTING EASEMENT LINE" and/or "NEW EASEMENT LINE" as applicable, "BUILDING SETBACK LINE", "EXTERNAL PROPERTY LINE", "RIGHT-OF-WAY LINE", "CENTERLINE", other symbols as applicable
- Curve table and/or line table, if necessary - include unit symbols for distances/lengths
- Subdivision boundary and internal lines accurately drawn and labeled with bearing and distance or referenced to curve table/line table
- Section/township/range lines accurately drawn and labeled
- Adjacent parcel lines accurately drawn
- Subdivision boundary and each lot checked for closure
- Each proposed lot labeled with lot number and area expressed in square feet and acres
- All parcels within and adjacent to the subdivision boundary labeled with record owner name and Book and Page or Document Number for deed
- All existing platted lots within and adjacent to the subdivision boundary labeled with subdivision name and Book and Page or Document Number for plat
- All existing easements within the subdivision boundary labeled as existing; include type of easement (water, sewer, utility, drainage, access, etc.); include Book and Page or Document Number, if recorded
- All new easements within the subdivision boundary labeled as "NEW ___' UTILITY EASEMENT", "NEW ___' ACCESS EASEMENT", or other type of easement as applicable
- All building setback lines within the subdivision boundary labeled; include depth
- All rights-of-way within and adjacent to the subdivision boundary labeled with street name (or labeled as alley if applicable) and right-of-way width
- All private streets within and adjacent to the subdivision boundary labeled with street name followed by "(PRIVATE STREET)" along with existing access easement information, if applicable, or shown in a new 50 foot access easement
- Notes:
 - Zoning - include zoning district name, minimum lot area, minimum lot width, maximum density if applicable, and setbacks; if zoning district has different standards based on land use type, include all standards and state the proposed use type(s)
 - Lot - include total number of lots, largest lot area, smallest lot area, and total subdivision area; include proposed density (for residential subdivisions)

MINIMUM REQUIREMENTS FOR RECORD PLATS (CONTINUED)

- Variance, if applicable - begin with "A VARIANCE IS SHOWN FOR" followed by "A REDUCED LOT AREA FOR LOT _", "A REDUCED LOT WIDTH FOR LOT _", or "A REDUCED ____ YARD SETBACK ALONG THE ____ LOT LINE OF LOT _", as applicable
 - Exception, if applicable - begin with "AN EXCEPTION IS SHOWN FOR" followed by "THE OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE ____ LOT LINE OF LOT _" or "A REDUCED UTILITY EASEMENT WIDTH ALONG THE ____ LOT LINE OF LOT _", as applicable
 - Floodplain - begin with "A PORTION OF THE PROPERTY FALLS WITHIN" or "NO PORTION OF THE PROPERTY FALLS WITHIN", as applicable; if referencing a zone designation, state what that designation means
- List each record owner name and Book and Page or Document Number for deed, name and address of party for whom the plat was prepared, name and address of consultant that performed the survey and prepared the plat
- Subdivision Dedication:
- Begin with "THE UNDERSIGNED," followed by the owner name(s) as stated in the current deed(s); include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable; followed by "OWNER OF" or "OWNERS OF" and a description matching the description beneath the plat title, followed by "CONTAINING ____ SQUARE FEET (____ ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:"; followed by a legal description of the total subdivision area; followed by "HEREBY SUBDIVIDE" or "HEREBY SUBDIVIDES"; followed by "SAID TRACT INTO ____ AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED _____."
 - New right-of-way and/or easements - use standard language
- Legal description checked against drawing for congruence
- Owner signature line(s) with notary block(s) - include title after signatory name if owner is not an individual; include "HUSBAND AND WIFE," if applicable; include "A [insert state name] LIMITED LIABILITY COMPANY," or "A [insert state name] CORPORATION," if applicable
- If plat shows existing public easement(s) to be released – use standard block for City Manager’s release
- City Clerk's certificate - use standard block for record plats
- County Recorder of Deeds' certificate - use standard block
- Surveyor's certificate

Staff: Ty Metzger, Officer
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-130

SUBJECT

An Ordinance amending Chapter 17 of the Code of Ordinances of the City of Cape Girardeau, regarding urban deer hunting and the discharge of weapons.

EXECUTIVE SUMMARY

The attached ordinance amends Chapter 17 of the Code of Ordinances in the City of Cape Girardeau, Missouri, relating to Urban Deer Hunting. The amendment includes language to allow citizens to lawfully harvest deer by the use of archery equipment within the city limits of the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The attached ordinance amends Chapter 17 of the Code of Ordinances of the City of Cape Girardeau, allowing citizens to lawfully harvest deer by the use of archery equipment within the city limits of the City of Cape Girardeau, a minimum of two acres or more. The private property deer hunts will allow hunters aged 18 years and older, who have been lawfully educated and licensed to harvest deer during archery seasons in the State of Missouri. The purpose of this ordinance is to help combat the over population of deer within the city limits of Cape Girardeau, and to help prevent the spread of disease, property damage, and reduce motor vehicle collisions with deer due to the over population of the species.

FINANCIAL IMPACT

The financial impact is minimal and is limited to a small amount of staff time for oversight and administration of the program.

STAFF RECOMMENDATION

Staff recommends the City Council authorize staff to proceed with the private property deer hunt ordinance in the City of Cape Girardeau.

ATTACHMENTS:

Name:	Description:

AN ORDINANCE AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, REGARDING URBAN DEER HUNTING AND THE DISCHARGE OF WEAPONS

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

ARTICLE 1. Section 17-131, entitled "Urban deer hunting and the discharge of firearms", of Chapter 17 of the City Code, reading as follows:

Sec. 17-131. Urban deer hunting and the discharge of firearms.

(a) *Establishing regulations.* This section establishes regulations of hunting within the limits of the City of Cape Girardeau during archery (deer only) hunting season as set annually by the department of conservation or such other specific time authorized by the City of Cape Girardeau.

(b) *General provisions.*

- (1) Discharging or releasing arrows from archery devices, or crossbows within the city limits is limited to hunting and target shooting permitted under this ordinance.
- (2) The use of or discharge of firearms is prohibited in the City of Cape Girardeau except as permitted pursuant to Chapter 563 RSMo. Crossbows may only be discharged when compliance with rules set out by the Department of Conservation are met.
- (3) The archery hunt shall conform to all state regulations as defined by the Missouri Department of Conservation though limited to whitetail deer only.
- (4) It shall be unlawful for any person to hunt without proper permits issued from the State of Missouri or to hunt in any location other than the land designated for the managed hunts.
- (5) In addition to any requirements imposed by the Missouri Department of Conservation regulation, any individual who successfully harvests a deer during the hunt must report the hunter's name, sex of the deer, and the location of the harvest within two business days by calling the Cape Girardeau Police Department during normal business hours

or by delivering written notification to the Cape Girardeau Police Department.

- (6) Prior to discharging an archery device, or crossbow, intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.
- (7) All properties involved in the managed hunt which are enumerated in subparagraph (b) (12) herein below shall have designated parking areas for use by the hunters permitted to hunt on that property. All hunters shall use the appropriate designated parking area while in the field.
- (8) All hunting shall be conducted from an elevated position that is at least ten feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property. It is the responsibility of the hunter to mark each elevated stand with a tag that lists the hunter's Missouri Department of Conservation identification number. The tag must be located within five feet from the ground to ensure the ability to check from the ground position. Elevated stands are allowed to be placed no more than five days prior to the first eligible day of hunting and must be removed from the property at the completion of the final eligible day of hunting. Hunting is prohibited except during the managed hunt periods by hunters issued permits under subparagraph (11) and in the designated areas under subparagraph (12) herein.
- (9) Permits will be valid for the harvest of three deer, two of which must be antlerless, and the other may be of either sex. Hunters are responsible to harvest an antlerless deer first before taking an antlered deer.
- (10) The city manager shall determine and schedule managed hunt periods. Permits will be issued by the Missouri Department of Conservation using a lottery system for the managed hunt periods. Application schedules and other application requirements will be in accordance with the rules of the Missouri Department of Conservation. The city manager shall set a maximum number of hunters to be selected by that process for each managed hunt period, unless otherwise required by department rules.
- (11) Each of the hunters selected using the process set out in subparagraph (11) herein is required to attend an orientation meeting scheduled and hosted by the City of Cape Girardeau. Failure to attend the orientation meeting

will invalidate the permit issued. During the orientation meeting, each applicant will randomly draw a location for the property they are designated to hunt. The 11 designated properties for the managed deer hunt are Twin Trees Area 1, Twin Trees Area 2, Cape Rock Area 1, Fountain Park Area 1, Delaware Park Area 1, Cape Woods Park Area 1, 2396 State Highway 177 Area 1, Casquin Park Area 1, Veterans Drive Area 1, Shawnee Parkway Area 1, and Shawnee Parkway Area 2. The city manager shall have the discretion to designate additional managed hunt properties in accordance with the rules of the Missouri Department of Conservation.

- (12) All designated hunting properties will be closed to the public during the managed deer hunt and will be marked around the perimeter with no trespassing signs.

(c) *Specific actions prohibited.*

- (1) It shall be unlawful for any person to discharge any archery device, or crossbow, from across any street, sidewalk, road, highway or playground.
- (2) It shall be unlawful for any person to discharge an archery device or crossbow, at any person, vehicle, dwelling, house, church, school, playground or building.
- (3) No arrow or other projectile used to hunt deer within the city limits of Cape Girardeau may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.
- (4) No arrow or other projectile used to hunt deer within the city limits of Cape Girardeau may be discharged or projected at such an angle or distance as to land within 50 feet of any street or public right of way, or within 75 feet of any residential property line.
- (5) It shall be unlawful for any person under the age of 18 years old to hunt deer within the city limits of Cape Girardeau, unless such person is in the immediate presence of a properly licensed adult hunter who is 18 years of age or older and has in his/her possession a valid hunter education certificate card, or who was born before January 1, 1967.
- (6) No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in the hunting activities within the city limits of Cape Girardeau.

(d) *Hunting permits.*

- (1) No person shall engage in hunting within the city limits of Cape Girardeau without obtaining a designated Missouri Archery Permit issued by the Missouri Department of Conservation for the authorized managed deer hunt and hunt areas.
 - (2) Every person hunting pursuant to this section must attend a City of Cape Girardeau orientation class on the rules of the Cape Girardeau deer hunt and the rules of the Missouri Department of Conservation, and receive a designated hunting area from one of the five areas set out in subparagraph (b)(12) using the herein above random selection process.
- (e) *Deer retrieval.* Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession.
- (1) This section does not authorize the act of trespass.
 - (2) It shall be the hunter's responsibility to immediately notify any property owner of the fact that an injured or dead deer is or might be located on his or her property.
 - (3) It shall be the hunter's responsibility to obtain permission to enter the property of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search or retrieval of the deer.
 - (4) In the event that the hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation and a city nuisance abatement officer.
- (f) *Field cleaning.*
- (1) Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing the animal.
 - (2) Any person who kills any deer while hunting shall not field dress the deer in a public or conspicuous location.
- (g) *Interference with lawful hunting; failure to obey police officer.*
- (1) No person may intentionally interfere with the lawful hunting or taking of deer authorized by this section.
 - (2) No person may intentionally harass, drive, or disturb any deer for the purpose of disrupting lawful hunting of deer authorized by this section.

- (3) No person may enter or remain in a hunting area where lawful hunting of deer may occur with the intent to interfere with the lawful hunting of deer authorized by this section.
 - (4) A police officer who reasonably believes that a person has interfered with the lawful hunting authorized by this section may order the person to desist. Failure to obey the order from a police officer to desist from such interference is a violation punishable as set out in this section.
 - (5) No person may intentionally interfere with a city or state sponsored official count of the deer population, or with any city approved control methods of the deer population.
- (h) *Penalties.* Any person violating any provision of this section shall upon conviction be punished by a fine of not less than \$100.00 nor more than \$500.00, or by imprisonment for not more than 90 days, or both, for each offense.

is hereby repealed in its entirety and a new Section 17-131, entitled "Urban deer hunting and the discharge of weapons", of Chapter 17 of the City Code, is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 17-131. Urban deer hunting and the discharge of weapons.

- (a) *Establishing regulations.* This section establishes regulations for the discharge of weapons and authorizing hunting within the limits of the City of Cape Girardeau during archery (deer only) hunting season as set annually by the Missouri Department of Conservation or such other specific time authorized by the City of Cape Girardeau.
- (b) *General provisions.*
 - (1) Discharging or releasing arrows from archery devices or crossbows within the City of Cape Girardeau is limited to hunting permitted pursuant this section and may only be discharged when in compliance with rules set by the Missouri Department of Conservation.
 - (2) The use of or discharge of firearms or projectile weapons is prohibited in the City of Cape Girardeau except as permitted pursuant to this section and Section 17-125 or Chapter 563 RSMo.
 - (3) The archery hunting authorized herein for whitetail deer shall conform to all state regulations as defined by the Missouri Department of Conservation.

- (4) It shall be unlawful for any person to hunt in the City of Cape Girardeau without proper permits issued from the State of Missouri.
- (5) No person shall hunt on any public property located in the City of Cape Girardeau other than the land designated for the managed hunts as permitted pursuant to this section or to hunt on any private property except as authorized herein.
- (6) In addition to any requirements imposed by Missouri Department of Conservation regulation, any individual who successfully harvests a deer in the City of Cape Girardeau must report the hunter's name, sex of the deer, and the location of the harvest within two business days by calling the Cape Girardeau Police Department during normal business hours or by delivering written notification to the Cape Girardeau Police Department.
- (7) Prior to discharging an archery device or crossbow, it shall be the person's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.
- (8) All properties involved in managed hunts on public property herein shall have designated parking areas for use by the hunters permitted to hunt on that property. All hunters shall use the appropriate designated parking areas while in the managed hunt fields. Nothing in this section shall authorize the parking or standing of vehicles on private property without the consent of the property owner or to park a vehicle in any manner otherwise prohibited by the City Code.
- (9) All hunting shall be conducted from an elevated position (deer stand) that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet from any side or rear property line. It is the responsibility of the hunter to mark each elevated stand with a tag that lists the hunter's Missouri Department of Conservation identification number. The tag must be located within five feet from the ground to ensure the ability to check from the ground position.
- (10) Elevated stands for managed hunts on public property in designated areas are allowed to be placed no more than five days prior to the first eligible day of hunting and must be removed from the property at the completion of the final eligible day of hunting. Hunting is prohibited on

public property except during the managed hunt periods by hunters issued permits under subparagraph (12) and in the designated areas under subparagraph (13) herein.

(11) Managed hunt permits issued will be valid for the harvest of three deer, two of which must be antlerless, and the other may be of either sex. All persons hunting in the City of Cape Girardeau are responsible to harvest an antlerless deer first before taking an antlered deer.

(12) The city manager shall determine and schedule managed hunt periods. Permits will be issued by the Missouri Department of Conservation using a lottery system for the managed hunt periods. Application schedules and other application requirements will be in accordance with the rules of the Missouri Department of Conservation. The city manager shall set a maximum number of hunters to be selected by that process for each managed hunt period, unless otherwise required by department rules.

(13) Each of the hunters selected using the process set out in subparagraph (12) herein is required to attend an orientation meeting scheduled and hosted by the City of Cape Girardeau. Failure to attend the orientation meeting will invalidate the permit issued. During the orientation meeting, each applicant will randomly draw a location for the property they are designated to hunt. The 11 designated properties for the managed deer hunt are Twin Trees Area 1, Twin Trees Area 2, Cape Rock Area 1, Fountain Park Area 1, Delaware Park Area 1, Cape Woods Park Area 1, 2396 State Highway 177 Area 1, Casquin Park Area 1, Veterans Drive Area 1, Shawnee Parkway Area 1, and Shawnee Parkway Area 2. The city manager shall have the discretion to designate additional managed hunt properties in accordance with the rules of the Missouri Department of Conservation.

(14) All designated hunting properties will be closed to the public during the managed deer hunt and will be marked around the perimeter with no trespassing signs.

(c) *Specific actions prohibited.*

(1) It shall be unlawful for any person to discharge any archery device, or crossbow, from across any street, sidewalk, road, highway or playground.

(2) It shall be unlawful for any person to discharge an archery device or crossbow, at any person, vehicle, dwelling, house, church, school, playground or building. It shall be unlawful for any person to discharge an archery device or crossbow within 150 yards of any church,

school or playground. It shall be unlawful for any person to discharge an archery device or crossbow within thirty (30) yards of any dwelling, building, structure or vehicle unless the person has previously received express authority to discharge the archery device or crossbow within thirty (30) yards from the owner of the dwelling, building, structure or vehicle.

- (3) No arrow or other projectile used to hunt deer within the city limits of Cape Girardeau may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.
- (4) No arrow or other projectile used to hunt deer within the city limits of Cape Girardeau may be discharged or projected at such an angle or distance as to land within thirty (30) yards of any street, sidewalk or public right of way.
- (5) It shall be unlawful for any person under the age of 18 years old to hunt deer within the city limits of Cape Girardeau.
- (6) No person shall possess, consume or be under the influence of alcohol, marijuana, or any other controlled substance while engaged in the hunting activities within the city limits of Cape Girardeau.

(d) *Hunting permits.*

- (1) No person shall engage in hunting within the city limits of Cape Girardeau without obtaining a designated Missouri Archery Permit issued by the Missouri Department of Conservation and must complete a hunter safety course provided by or approved by the Missouri Department of Conservation.
- (2) Every person hunting on public property as part of the managed hunt pursuant to this section must attend a City of Cape Girardeau orientation class on the rules of the Cape Girardeau deer hunt and the rules of the Missouri Department of Conservation.
- (3) To be authorized to hunt on public property, a person must receive a designated hunting area from one of the eleven areas set out in subparagraph (b)(13) using the herein above random selection process.

(e) *Deer retrieval.* Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession.

- (1) This section does not authorize the act of trespass.

- (2) It shall be the hunter's responsibility to immediately notify any property owner of the fact that an injured or dead deer is or might be located on his or her property.
- (3) It shall be the hunter's responsibility to obtain permission to enter the property of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search or retrieval of the deer.
- (4) In the event that the hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation and the Cape Girardeau Police Department.

(f) *Field cleaning.*

- (1) Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing the animal.
- (2) Any person who kills any deer while hunting shall not field dress the deer in a public or conspicuous location.
- (3) Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in plastic bags in private trash depositories or by other appropriate means. Nothing contained herein shall authorize the illegal dumping of solid waste or authorize the illegal dumping of biohazardous waste.
- (4) The transportation of a carcass along any public right-of-way is prohibited unless it is covered or hidden from public view.

(g) *Hunt on private property.*

- (1) It shall be unlawful for any person carrying an archery device of any type or crossbow to knowingly enter into the premises of another or to discharge any of the afore stated devices while on the premises or property of another without first having obtained permission in writing from the owner(s), lessee or person in charge of such premises or property by signing a completed authorization form from the City. The duly obtained written authorization form shall be carried on the person of the hunter requesting and receiving such authorization. Authorization forms referenced herein shall be available from the City.
- (2) The hunter and the landowner, lessee, or person in charge of on any property upon which the authorization to hunt has been granted shall all be held responsible for the

actions of those persons to whom such authorization has been granted by the landowner, lessee or person in charge and can be charged for such actions as if he or she committed such violations of this section.

(3) No person without lawful authority or without the expressed or implied consent of the owner, lessee or his agent shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Cape Girardeau; or being upon the property of another, shall fail or refuse to leave such property when requested to do so by owner, lessee or person in charge of said property.

(4) Prior to hunting within the City limits of Cape Girardeau, every person seeking to hunt shall provide proof that he or she possesses a current state permit to hunt from the Missouri Department of Conservation and a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

(5) No hunting is authorized on tracts of land under two (2) acres in area and will be marked around the perimeter with no trespassing signs.

(h) *Interference with lawful hunting; failure to obey police officer.*

(1) No person may intentionally interfere with the lawful hunting or taking of deer authorized by this section.

(2) No person may intentionally harass, drive, or disturb any deer for the purpose of disrupting lawful hunting of deer authorized by this section.

(3) No person may enter or remain in a hunting area where lawful hunting of deer may occur with the intent to interfere with the lawful hunting of deer authorized by this section.

(4) A police officer who reasonably believes that a person has interfered with the lawful hunting authorized by this section may order the person to desist. Failure to obey the order from a police officer to desist from such interference is a violation punishable as set out in this section.

(5) No person may intentionally interfere with a city or state sponsored official count of the deer population, or with any city approved control methods of the deer population.

(i) *Penalties.* Any person violating any provision of this section shall upon conviction be punished by a fine of not less than \$100.00 nor more than \$500.00, or by imprisonment for not more than 90 days, or both, for each offense.

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 _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-131

SUBJECT

A Resolution acknowledging receipt of annexation petitions for properties located at 3082 County Road 620 and 3268 Perryville Road, and setting a public hearing regarding the proposed annexations.

EXECUTIVE SUMMARY

The City received voluntary annexation petitions for the properties at 3082 County Road 620 and 3268 Perryville Road. The properties are contiguous and compact to the existing corporate limits of the City; therefore, they can be annexed at this time. In order to move forward with annexation of the properties, the City Council must pass a resolution acknowledging receipt of the annexation petitions and setting a public hearing on the proposed annexation and zoning of each property. The attached resolution acknowledges receipt of the petitions and sets a public hearing for October 7, 2024.

STAFF RECOMMENDATION

Staff recommends approval of the resolution acknowledging receipt of the annexation petitions for 3082 County Road 620 and 3268 Perryville Road, and setting a public hearing for October 7, 2024.

ATTACHMENTS:

Name:	Description:
24-81 Annexation Petition BOTH.doc	Resolution
Map - 3082 County Road 620 to be Annexed.pdf	3082 County Road 620 - Annexation Map
Recorded - Annexation Petition -3082 CO RD 620.pdf	3082 County Road 620 - Annexation Petition
Map - 3268 Perryville Road to be Annexed.pdf	3268 Perryville Road - Annexation Map
Recorded - Annexation Petition - 3268 Perryville Road (Williams).pdf	3268 Perryville Road - Annexation Petition

A RESOLUTION ACKNOWLEDGING RECEIPT OF ANNEXATION PETITIONS FOR PROPERTIES LOCATED AT 3082 COUNTY ROAD 620 AND 3268 PERRYVILLE ROAD, AND SETTING A PUBLIC HEARING REGARDING THE PROPOSED ANNEXATIONS

WHEREAS, petitions for voluntary annexation have been presented to the City Council of the City of Cape Girardeau, Missouri, requesting that certain properties be annexed into the City of Cape Girardeau, Missouri; and

WHEREAS, said petitions have been presented in accordance with Chapter 71.012 Revised Statutes of Missouri, which statute provides for voluntary annexation upon request of the affected property owners; and

WHEREAS, it is the desire of the City Council of the City of Cape Girardeau, Missouri, to consider whether such areas should be annexed into the City of Cape Girardeau, Missouri.

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

ARTICLE 1. The City Council of the City of Cape Girardeau, Missouri, hereby accepts and receives petitions for voluntary annexation of certain real estate, described as follows:

3082 County Road 620

PART OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN CAPE GIRARDEAU COUNTY, MISSOURI CONTAINING 1.36 ACRES (MORE OR LESS), DESCRIBED AS FOLLOWS:

COMMENCING at the northeast corner of the NW ¼ of said Section 23; thence South 88°24'55" West along the ¼-Section Line, 519.50 feet to the northwest corner of Lot 5 of LaCroix Industrial Park Amended as shown in record Plat Book 15, Page 38; thence South 00°38'05" East along the West Line of said LaCroix Industrial Park, 588.17 feet to the southeast corner of a parcel described in Document Number 2017-05089; thence South 86°52'57" West along the South Line of said parcel, 446.15 feet to a point in the centerline of the West

Fork of Cape LaCroix Creek for the Point of Beginning: thence South 48°07'03" East along the said centerline, 76.01 feet thence South 11°00'16" East along said centerline, 206.28 feet to the northeast corner of Lot 03 of Peaceable Acres Subdivision as shown in Plat Book 17, Page 24; thence South 74°57'12" West along the North Line of said Lot 03, 167.29 feet to a point in the East Right of Way Line of County Road 620 (Cape LaCroix Road); thence North 15°02'48" West along said East Right of Way Line, 488.67 feet thence South 67°41'03" East, 20.92 feet to a point in the centerline of the West Fork of Cape LaCroix Creek; thence South 18°45'03" East along said centerline, 59.32 feet thence South 54°11'14" East along said centerline, 189.94 feet to the Point of Beginning.

Also,

3268 Perryville Road

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF CAPE GIRARDEAU, THE STATE OF MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCE at the Southwest corner of said Section 13, thence North 89° 34' 00" East, with the South line of said Section 13, a distance of 146.40 feet; thence North 26° 22' 00" East, 524.00 feet; thence North 56° 22' 00" East, 276.30 feet; thence North 16° 22' 00" East, 200.50 feet, to a point in Perryville Road, the point of beginning; thence North 07° 01' 32" West, 49.70 feet; thence North 74° 52' 03" East, 254.06 feet; thence South 31° 18' 00" East, 122.16 feet; thence South 58° 42' 00" West, 200.00 feet; thence South 88° 42' 00" West, 36.30 feet to a point in Perryville Road; thence North 45° 36' 32" West, 133.59 feet, to the point of beginning, and containing 0.89 acres, more or less.

ARTICLE 2. In accordance with Chapter 71.012 RSMo, it is now ordered that a public hearing be set for October 7, 2024, at which hearing any interested person, corporation, or political subdivision may present evidence regarding the proposed annexation.

ARTICLE 3. Notice of said public hearing shall be published in a newspaper of general circulation qualified to

publish legal matters not less than seven (7) days prior to October 7, 2024.

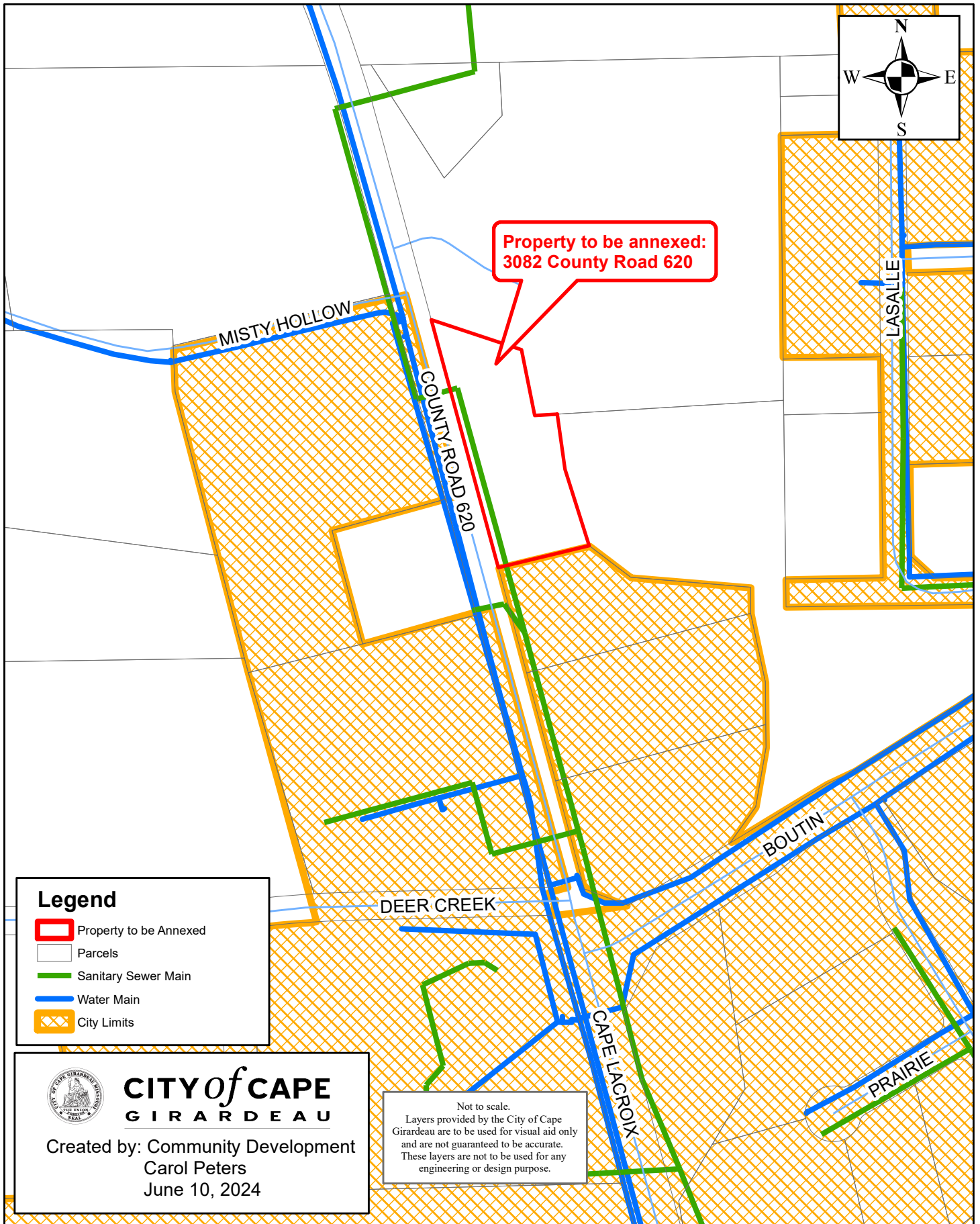
PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

Bruce Taylor, Deputy City Clerk



3082 County Road 620 Annexation Request



Legend

- Property to be Annexed
- Parcels
- Sanitary Sewer Main
- Water Main
- City Limits



**CITY of CAPE
GIRARDEAU**

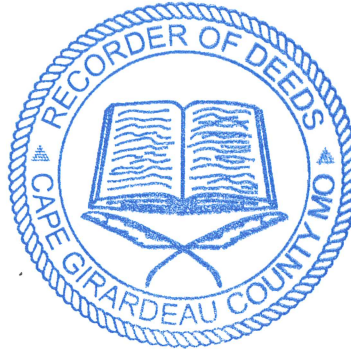
Created by: Community Development
Carol Peters
June 10, 2024

Not to scale.
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.



DocId:8381346

Tx:4227013



DOCUMENT #

2024-05731

**ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO**

RECORDED ON

07/29/2024 11:38:43 AM

REC FEE: 30.00

PAGES: 3

RECORDER OF DEEDS COVER PAGE

Title of Document: Annexation Petition

Date of Document: June 27, 2024

Grantor(s) Name & Address: Forefront Enterprises, LLC
902 South Kingshighway
Sikeston, MO 63801

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

Legal Description: See page 1 of Annexation Petition

Reference Book & Page, if Required:

IN RE: ANNEXATION

FOREFRONT ENTERPRISES, LLC, Petitioner

PETITION FOR ANNEXATION

1. Comes now Forefront Enterprises, LLC, a Missouri Limited Liability Company, and states that it is the owner of all fee interest of record of the following-described real property, being in Cape Girardeau County, Missouri:

Part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 23, Township 31 North, Range 13 East of the Fifth Principal Meridian in Cape Girardeau County, Missouri containing 1.36 acres (more or less), described as follows:

Commencing at the northeast corner of the NW ¼ of said Section 23; thence South 88°24'55" West along the ¼-Section Line, 519.50 feet to the northwest corner of Lot 5 of LaCroix Industrial Park Amended as shown in record Plat Book 15, Page 38; thence South 00°38'05" East along the West Line of said LaCroix Industrial Park, 588.17 feet to the southeast corner of a parcel described in Document Number 2017-05089; thence South 86°52'57" West along the South Line of said parcel, 446.15 feet to a point in the centerline of the West Fork of Cape LaCroix Creek for the Point of Beginning; thence South 48°07'03" East along the said centerline, 76.01 feet thence South 11°00'16" East along said centerline, 206.28 feet to the northeast corner of Lot 03 of Peaceable Acres Subdivision as shown in Plat Book 17, Page 24; thence South 74°57'12" West along the North Line of said Lot 03, 167.29 feet to a point in the East Right of Way Line of County Road 620 (Cape LaCroix Road); thence North 15°02'48" West along said East Right of Way Line, 488.67 feet thence South 67°41'03" East, 20.92 feet to a point in the centerline of the West Fork of Cape LaCroix Creek; thence South 18°45'03" East along said centerline, 59.32 feet thence South 54°11'14" East along said centerline, 189.94 feet to the Point of Beginning.

2. Forefront Enterprises, LLC does hereby petition to have the above-described real property annexed to and included within the city limits of the City of Cape Girardeau, Missouri.
3. This Petition shall be a continuing obligation running with the land, and shall bind the subsequent owners as well as any heirs, executors, administrators, successors, assigns, and legal representatives of the current or subsequent owners. It is understood that this Petition will be recorded in the Office of the Recorder of Deeds of Cape Girardeau County, Missouri, and shall be of record.

WHEREFORE, Forefront Enterprises, LLC does hereby agree that the city limits of the City of Cape Girardeau, Missouri should be extended by ordinance to include the above-described real property, and that the City should take whatever action necessary to facilitate said annexation.

IN WITNESS WHEREOF, the undersigned has executed this Petition on this 27th day of June, 2024.

{Signature on Next Page}

Forefront Enterprises, LLC

Robert Moss

(Signature of Authorized Representative)

Robert Moss

(Printed name and title of Authorized Representative)

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

BE IT REMEMBERED, that on this 27th day of June, 2024, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert Moss (name), Owner (title), who, being by me duly sworn, did state that they are a legally authorized representative of Forefront Enterprises, LLC, a Missouri Limited Liability Company, and that they executed the foregoing instrument on behalf of said Limited Liability Company as its free act and deed.

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

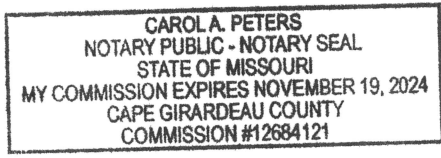
Carol A. Peters

(Signature of Notary Public)

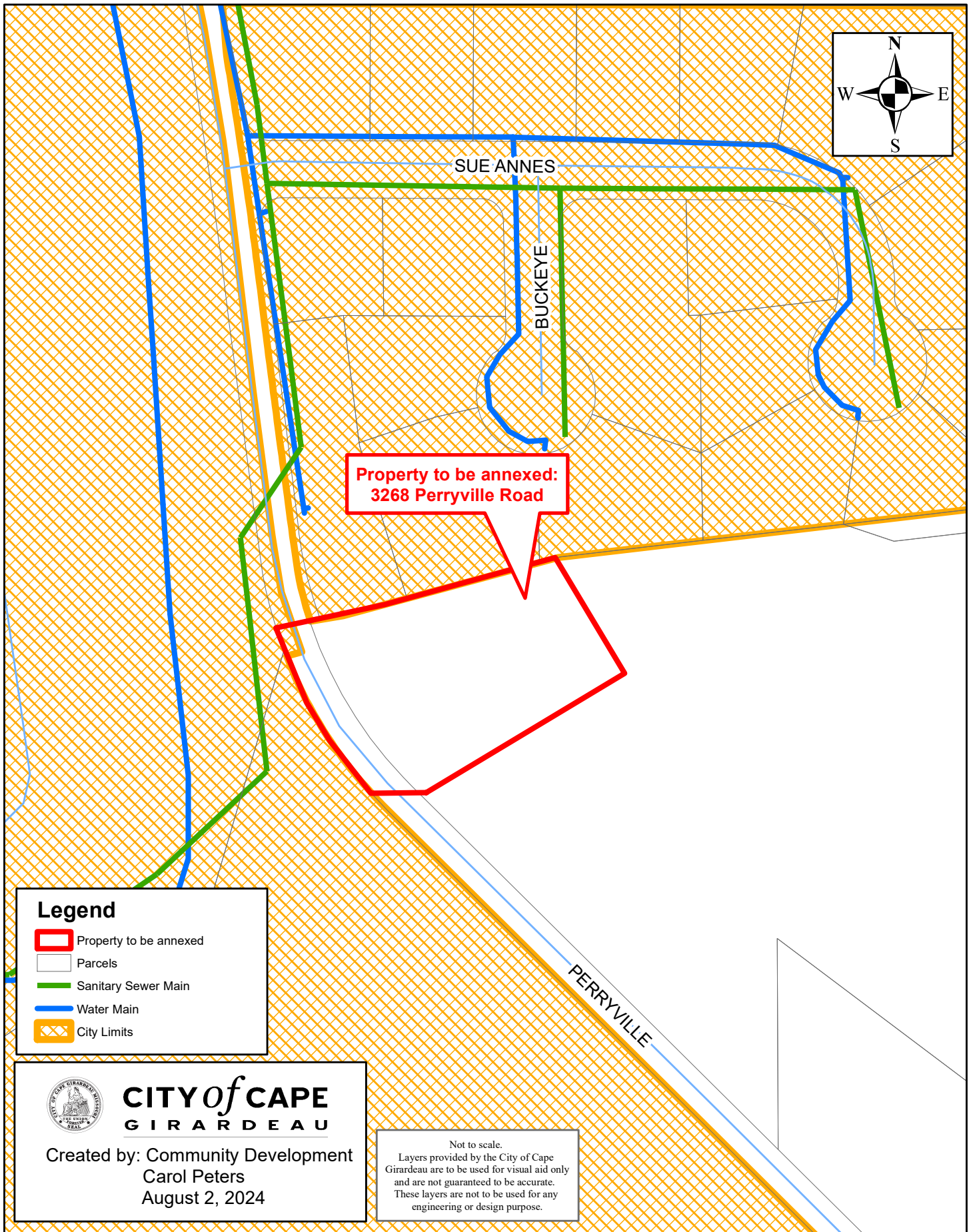
Carol A. Peters

(Printed name of Notary Public)

My Commission Expires:



3268 Perryville Road Annexation Request





DocId:8381347

Tx:4227013



**DOCUMENT #
2024-05732**

**ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
07/29/2024 11:38:44 AM
REC FEE: 30.00
PAGES: 3**

RECORDER OF DEEDS COVER PAGE

Title of Document: Annexation Petition

Date of Document: July 17, 2024

Grantor(s) Name & Address: Williams Revocable Trust U/A/D October 5, 2016
2985 Boutin Drive
Cape Girardeau, MO 63701

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

Legal Description: See page 1 of Annexation Petition

Reference Book & Page, if Required:

IN RE: ANNEXATION

WILLIAMS REVOCABLE TRUST U/A/D OCTOBER 5, 2016, Petitioner.

PETITION FOR ANNEXATION

1. Comes now Williams Revocable Trust U/A/D October 5, 2016, and states that it is the owner of all fee interest of record of the following-described real property, currently addressed as 3268 Perryville Road, being in Cape Girardeau County, Missouri:

That part of the Southwest Quarter of Section 13, Township 31 North, Range 13 East of the Fifth Principal Meridian in the County of Cape Girardeau, the State of Missouri, described as follows: Commence at the Southwest corner of said Section 13, thence North 89° 34' 00" East, with the South line of said Section 13, a distance of 146.40 feet; thence North 26° 22' 00" East, 524.00 feet; thence North 56° 22' 00" East, 276.30 feet; thence North 16° 22' 00" East, 200.50 feet, to a point in Perryville Road, the point of beginning; thence North 07° 01' 32" West, 49.70 feet; thence North 74° 52' 03" East, 254.06 feet; thence South 31° 18' 00" East, 122.16 feet; thence South 58° 42' 00" West, 200.00 feet; thence South 88° 42' 00" West, 36.30 feet to a point in Perryville Road; thence North 45° 36' 32" West, 133.59 feet, to the point of beginning, and containing 0.89 acres, more or less.

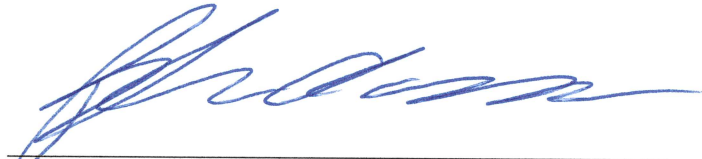
2. Williams Revocable Trust U/A/D October 5, 2016 does hereby petition to have the above-described real property annexed to and included within the city limits of the City of Cape Girardeau, Missouri.
3. This Petition shall be a continuing obligation running with the land, and shall bind the subsequent owners as well as any heirs, executors, administrators, successors, assigns, and legal representatives of the current or subsequent owners. It is understood that this Petition will be recorded in the office of the Recorder of Deeds of Cape Girardeau County, Missouri, and will be of record.

WHEREFORE, Williams Revocable Trust U/A/D October 5, 2016 agrees that the City Council of the City of Cape Girardeau, Missouri, should extend the city limits of the City of Cape Girardeau, Missouri, by ordinance to include the above-described real property, taking whatever action necessary to facilitate said annexation.

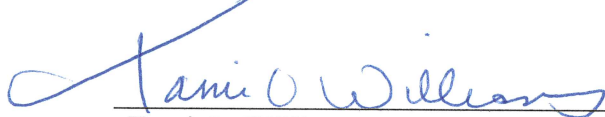
IN WITNESS WHEREOF, the undersigned have executed this Petition on this 17 day of

July, 2024.

{Signatures on Next Page}



Brandon O. Williams, Trustee
Williams Revocable Trust U/A/D October 5, 2016

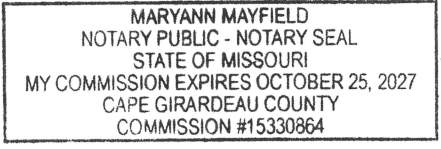


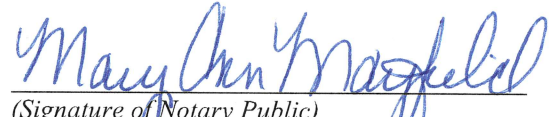
Tami O. Williams, Trustee
Williams Revocable Trust U/A/D October 5, 2016

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

BE IT REMEMBERED, that on this 17th day of July, 2024, before me, the undersigned notary public, personally appeared Brandon O. Williams and Tami O. Williams, Trustees of the Williams Revocable Trust U/A/D October 5, 2016, known to me to be the persons whose names are subscribed to the foregoing instrument and who acknowledged that they executed the same as the free act and deed of said Trust for the purposes therein stated.

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.





(Signature of Notary Public)
Mary Ann Mayfield

(Printed name of Notary Public)

My Commission Expires: 10/25/27

Staff: Jake Garrard, City Engineer
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-132

SUBJECT

A Resolution Authorizing the City Manager to Execute an Agreement with Fronabarger Concreters, Inc. for the Concrete Street Repair 2024 Project in the City of Cape Girardeau, Missouri

EXECUTIVE SUMMARY

This project will consist of street patching, driveway, and sidewalk repair where necessary on Perryville Road and Cape Rock Drive within the City of Cape Girardeau.

BACKGROUND/DISCUSSION

The Concrete Street Repair 2024 project is funded through the Transportation Trust Fund Phase 6 (TTF6).

The Notice to Bid was advertised publicly, and four (4) bids were accepted on August 6, 2024. The bids ranged in price from \$1,417,400.60 to \$1,945,715.20. The Engineer's Estimate of Cost was \$1,458,243.00. The low bid was submitted by Fronabarger Concreters, Inc., in the amount of \$1,417,400.60.

FINANCIAL IMPACT

The cost of this project is being funded through TTF6.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City is responsible for the routine maintenance of existing City streets. The TTF programs have provided better street surfaces and paved alleys. This contract continued these upgrades with the monies set aside in the TTF 6 program.

STAFF RECOMMENDATION

Staff recommends Council approve a Resolution authorizing the City Manager to enter into a contract with Fronabarger Concreters, Inc., for the Concrete Street Repair 2024 project.

ATTACHMENTS:

Name:	Description:
24-82_Agreement_Street_Repair_2024_Project.doc	Resolution
Agreement_with_Fronabarger.pdf	Agreement with Fronabarger
Bid_Tabulation.pdf	Breakdown of bids

BILL NO. 24-82

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FRONABARGER CONCRETERS, INC., FOR THE CONCRETE STREET REPAIR 2024 PROJECT IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Fronabarger Concreters, Inc., for the Concrete Street 2024 Project. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



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

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

THIS AGREEMENT is by and between The City of Cape Girardeau ("Owner") and
Fronabarger Concreters, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The improvements consist of street patching, driveway, and sidewalk repair where necessary on Perryville Road and Cape Rock Drive within the City of Cape Girardeau.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *Concrete Street Repair 2024*

ARTICLE 3 – ENGINEER

3.01 The Project has been designed in-house.

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **300 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **330** calendar days after the date when the Contract Times commence to run.

- B. Once a street is disturbed by construction activities, it shall not be left for more than seven (7) consecutive days without progress towards completion being done.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$ 1100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1300 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. General Conditions and Supplementary Conditions (pages to , inclusive).
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: .
 - 7. Addenda (numbers 1 to 1 , inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 44 , inclusive Marked as Exhibit A).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Affidavit of Compliance with Prevailing Wage
 - f. Contractor's Warranty
 - g. Contractor's Affidavit Regarding Settlement of Claims

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

10.06 *Other Provisions*

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

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

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

OWNER: City of Cape Girardeau

CONTRACTOR: Fronabarger Concreters, Inc.

By: Dr. Kenneth Haskin

By: _____

Title: City Manager

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Community Development, City Hall

Fronabarger Concreters

44 N. Lorimier St.

3290 State Highway E

Cape Girardeau, MO 63701

Oak Ridge, MO 63769

License No.: _____
(where applicable)

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

BID FORM

PROJECT IDENTIFICATION:

The Base Bid Improvements consist of street patching, driveway, and sidewalk repair where necessary on Perryville Rd and Cape Rock Dr within the City of Cape Girardeau.

CONTRACT IDENTIFICATION:

Project Name: **Concrete Street Repair 2024**

City Project Number: **6284**

Issue Date: **July 2024**

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ARTICLE 1 – BID RECIPIENT

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>8/2/24</u>
_____	_____
_____	_____
_____	_____

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

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

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

ARTICLE 6 – TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. If applicable, Contractor’s License No.: 1424 [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with supporting data;
- E. Affidavit of Work Authorization;
- F. Affidavit of OSHA Training;
- G. Anti-Discrimination Against Israel Act Certification; and
- H. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

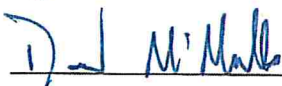
ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

Fronsbarger Concreters, Inc.

By: 
[Signature]

[Printed name] David McMullin - President
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Kelly Tucker

[Printed name] Kelly Tucker

Title: Secretary

Submittal Date: 8/6/24

Address for giving notices:
3290 State Hwy E
Oak Ridge, MO 63769

Telephone Number: 573 - 266 - 3212

Fax Number: 573 - 266 - 3235

Contact Name and e-mail address: David McMullin
david@frowsberger.com

Bidder's License No.: 1424
(where applicable)

Fronabarger Concreters

Description	Unit	Quantity	Price	Total
Remove and Replace Concrete Street	SF	131,728.00	\$8.20	\$1,080,169.60
Remove and Replace Concrete Driveways	SF	10,114.00	\$8.50	\$85,969.00
Remove and Replace Concrete Sidewalk	SF	23,192.00	\$8.25	\$191,334.00
ADA Ramp	Each	8.00	\$2,000.00	\$16,000.00
Storm Inlet Lid Replacement	Each	5.00	\$1,250.00	\$6,250.00
Temporary Traffic Control	Lump Sum	1.00	\$18,000.00	\$18,000.00
Temporary Erosion Control	Lump Sum	1.00	\$5,000.00	\$5,000.00
Pop Up Drains	Each	5.00	\$250.00	\$1,250.00
4" Double Yellow Striping	LF	2,730.00	\$3.00	\$8,190.00
4" Double Yellow Striping with One Side Dashed	LF	271.00	\$3.00	\$813.00
4" Dashed Yellow Striping	LF	1,461.00	\$3.00	\$4,383.00
4" White Striping	LF	14.00	\$3.00	\$42.00
				\$1,417,400.60

John R. Ashcroft Secretary of State
 2024 ANNUAL REGISTRATION REPORT
 BUSINESS

00284820
Date Filed: 3/7/2024
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2024

00284820
FRONABARGER CONCRETTERS, INC.
GLENN W. FRONABARGER
3290 STATE HIGHWAY E
OAK RIDGE MO 63769

	RENEWAL MONTH: JANUARY	
	<input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE	
1	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *	
	3290 State Hwy E (Required)	
	STREET	
	Oak Ridge MO	63769-5100
	CITY / STATE	ZIP

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

The new registered agent _____

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

The new registered office address _____

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

	OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>	A	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u>	B
3	<u>PRESIDENT</u> McMullin, David STREET 377 Hydepark Drive CITY/STATE/ZIP Jackson MO 63755		<u>NAME</u> McMullin, David STREET 3290 State Hwy E CITY/STATE/ZIP Oak Ridge MO 63769-5100 USA	
	<u>SECRETARY</u> Tucker, Kelly STREET 3292 State Hwy E CITY/STATE/ZIP Oak Ridge MO 63769		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	
	<u>VICE PRESIDENT</u> Tucker, Kelly STREET 3292 State Hwy E CITY/STATE/ZIP Oak Ridge MO 63769		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	
	<u>TREASURER</u> McMullin, David STREET 377 Hydepark Drive CITY/STATE/ZIP Jackson MO 63755		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	
NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED				

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

Authorized party or officer sign here David McMullin (Required)

Please print name and title of signer: David McMullin / President
 NAME TITLE

REGISTRATION REPORT FEE IS:
 ___ \$20.00 If filed on or before 4/30/2024
 ___ \$35.00 If filed on or before 5/31/2024
 ___ \$50.00 If filed on or before 6/30/2024
 ___ \$65.00 If filed on or before 7/31/2024
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

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

E-MAIL ADDRESS (OPTIONAL): _____

Fronabarger Concreters, Inc.
3290 State Hwy E
Oak Ridge, MO 63769

August 6, 2024

Mr. Jake Garrard, PE
City Of Cape Girardeau
44 N Lorimier St.
Cape Girardeau, MO 63701

RE: Bidders Qualifications

Dear Mr. Garrard:

In 1976 Glenn Fronabarger established Fronabarger Concreters Inc., as a concrete flat work company. Originally working with residential contractors, Fronabarger Concreters has grown into a commercial contractor specializing in concrete flat work, site development and heavy highway contracting services. With a fleet of excavation, hauling, and specialized concrete equipment, Fronabarger Concreters works with MoDOT, local municipalities, general contractors, and developers on a wide range of civil construction projects.

Fronabarger's concrete flat work includes the ability to place large floors for commercial and industrial projects, install streets and site concrete including sidewalks, curb & gutter, and parking lots. Fronabarger Concreters is the only flat work company in Southeast Missouri that has concrete pumps, laser screeds and large-scale concrete finishing machines.

Fronabarger employs Union Finishers and Union Laborers, most of which have been with the company for more than 5 years. Lead Finishers for this project have ACI Concrete Flatwork Technician certificates. Finishers for the decorative portions of this project have over 15 years of Cement Finishing experience and have been involved in numerous decorative concrete projects including colored concrete, stamped concrete, exposed aggregate concrete and acid staining.

Please call with any questions or concerns.

Sincerely,

David McMullin
President

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) David McMullin as (Office Held) President
of (Company Name/Contractor) Fronsbarger Concrete, Inc. and first being duly sworn, on
my oath, affirm as follows:

1. (Company Name/Contractor) Fronsbarger Concrete, Inc.
is enrolled and will continue to participate in a federal work authorization program in respect to
employees that will work in connection with the contracted services related to (Project Name) _____
Concrete Street Repair 2024 for the duration of the contract in accordance with RSMo
Chapter 285.530(2).

2. I also affirm that (Company Name/Contractor) Fronsbarger Concrete, Inc. does
not and will not knowingly employ a person who is an unauthorized alien in connection with the
contract services related to (Project Name) Concrete Street Repair 2024 for
the duration of the contract.

3. Attached hereto is documentation affirming Contractor's enrollment and
participation in a federal work authorization program with respect to the employees working in
connection with the contracted services.

FURTHER AFFIANT SAITH NOT.

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

Fronsbarger Concrete, Inc.
(Name of Corporation)
By: David McMullin, President
(Name of Officer of Corporation and Title)

ATTEST:
[Signature]
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF Missouri)
) ss.
COUNTY OF Cape Girardeau)

On this 6th day of August, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronabarger Concreters, Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

Kara Whitledge Westrich
Notary Public

My Commission Expires:
March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981

EXHIBIT
AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) David McMullin as (Office Held) President
of (Company Name/Contractor) Fronsbarger Concrete, Inc. and first being duly sworn, on
my oath, affirm in connection with the contracted services related to Concrete Street Repair 2024
_____ (Project Name) for the duration of the contract, as follows:

1. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

2. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences, as required by Section 292.675, RSMo.

3. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

4. Contractor shall require all of its Subcontractors to comply with the requirements of Section 292.675, RSMo.

5. Contractor acknowledges that pursuant to Section 292.675, RSMo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such employee is employed without the training required in Section 292.675, RSMo.

6. Contractor acknowledges that violations of Section 292.675, RSMo., and imposition of the penalties described therein shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

7. Contractor acknowledges that in the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo., has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

FURTHER AFFIANT SAITH NOT.

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

Fronberger Concreters, Inc.
(name of corporation)

By: David McMullin President
(name of officer of corporation and title)

ATTEST:

[Signature]
Secretary (or other officer)

(SEAL OF CORPORATION)

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

On this 6th day of August, 2024 before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronberger Concreters, Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

[Signature]
Notary Public

My Commission Expires:

March 14, 2025

KARA WHITLEDGE WESTRICH
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: March 14, 2025
Commission #17727981

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

Goods or services from the State of Israel;

Companies doing business in, or with, Israel;

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

Persons or entities doing business in the State of Israel;

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

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

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

Fronabarger Concrete, Inc.
(Name of Corporation)

By: David M. Mink - President
(Name of Officer of Corporation and Title)

ATTEST:

Kelly Jackson
Secretary (or other officer)

(SEAL OF CORPORATION)

STATE OF Missouri)
) ss.
COUNTY OF Cape Girardeau)

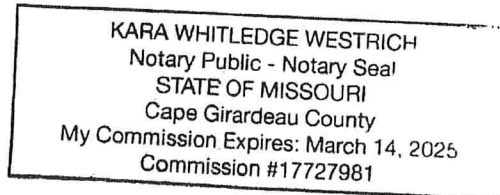
On this 6th day of August, 2024, before me appeared David McMullin, to me personally known, who, being by me duly sworn, did say that he/she is the President of Fronabarger Concreters, Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

Kara Whitledge Westrich
Notary Public

My Commission Expires:

March 14, 2025



CITY of CAPE GIRARDEAU

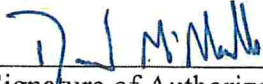
Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

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

David McMullin - President
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

8/6/24
Date

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



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

BID BOND

KNOW ALL BY THESE PRESENTS, that we

FRONABARGER CONCRETTERS INC

3290 STATE HWY E, OAK RIDGE, MO 637695100

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

44 N Lorimier St, Cape Girardeau, MO 63701

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount Dollars (\$5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Concrete Street Repair 2024 - 6284

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

Signed and sealed this 6th day of August, 2024.

FRONABARGER CONCRETTERS INC

By [Signature] (Seal)
 (PRINCIPAL)

President
 (TITLE)

UNITED FIRE & CASUALTY COMPANY (Seal)
 (SURETY)

By [Signature]
 (ATTORNEY-IN-FACT)

[Signature]
 (WITNESS)

[Signature]
 (WITNESS)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA Bond No.:
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX Obligees:
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

City of Cape Girardeau 44 N Lorimer St, Cape Girardeau, MO 63701

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

CHARLES W. DECKER, BEULAH M. YOUNG-ROWDEN, PRISCILLA B. HUNTER, TODD A. WARD, REBECCA STEVENS, KRISTEN A. BATSON, JAMIE STEGER, MELINDA L. CLARY, SARAHJANE SMITH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire November 22nd, 2024 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

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

“Article VI – Surety Bonds and Undertakings”

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of July, 2024



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

By: *Kyanna M. Saylor*

Vice President

State of Iowa, County of Linn, ss:

On this 24th day of July, 2024 before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell

Notary Public
 My commission expires: 10/26/2025

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 6th day of August, 2024.

By: *Mary A. Bertsch*

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



BPOA0053 1217

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

ACKNOWLEDGMENT OF SURETY

State of Missouri

County of Cape Girardeau

On this 6th day of August, 2024 Personally appeared before me Todd A. Ward who being duly sworn did depose and say that he/she is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Todd A. Ward acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



Notary Public


JAMIE STEGER
Notary Public - Notary Seal
STATE OF MISSOURI
Cape Girardeau County
My Commission Expires: Jun. 23, 2027
Commission # 15636358

BID OPENING

DATE: AUGUST 6, 2024
 TIME: 10:00 AM
 PLACE: ONLINE VIA MERCCELL

**SUMMARY OF PROPOSALS RECEIVED FOR:
 CONCRETE STREET REPAIR 2024**

COMPUTED BY: KJ

ITEM NO.	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		FONABARGER CONCRETERS 3290 STATE HWY E OAK RIDGE MO 63769		LAPPE CEMENT FINISHING 2710 COUNTY RD 413 FRIEDHEIM MO 63747		NIP KELLEY EQUIPMENT 41 N SPRIGG ST CAPE GIRARDEAU MO	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove and Replace Concrete Street	SF	131,728.00	\$8.50	\$1,119,688.00	\$8.20	\$1,080,169.60	\$8.30	\$1,093,342.40	\$10.85	\$1,429,248.80
2	Remove and Replace Concrete Driveway	SF	10,114.00	\$8.50	\$85,969.00	\$8.50	\$85,969.00	\$8.68	\$87,789.52	\$11.40	\$115,299.60
3	Remove and Replace Concrete Sidewalk	SF	23,192.00	\$8.50	\$197,132.00	\$8.25	\$191,334.00	\$8.28	\$192,029.76	\$11.15	\$258,590.80
4	ADA Ramp	EA	8.00	\$1,500.00	\$12,000.00	\$2,000.00	\$16,000.00	\$2,175.00	\$17,400.00	\$1,995.00	\$15,960.00
5	Storm Inlet Lid Replacement	EA	5.00	\$1,500.00	\$7,500.00	\$1,250.00	\$6,250.00	\$1,940.00	\$9,700.00	\$1,185.00	\$5,925.00
6	Temporary Traffic Control	LS	1.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$12,500.00	\$12,500.00	\$79,560.00	\$79,560.00
7	French Drain System (Lombardo)	LS	1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$31,675.00	\$31,675.00
8	Pop Up Drains	EA	5.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$165.00	\$825.00	\$130.00	\$650.00
9	4" Double Yellow Striping	LF	2,730.00	\$4.00	\$10,920.00	\$3.00	\$8,190.00	\$2.70	\$7,371.00	\$1.60	\$4,368.00
10	4" Double Yellow Striping With One Side Dashed	LF	271.00	\$4.00	\$1,084.00	\$3.00	\$813.00	\$4.00	\$1,084.00	\$1.60	\$433.60
11	4" Dashed Yellow Striping	LF	1,461.00	\$2.00	\$2,922.00	\$3.00	\$4,383.00	\$2.60	\$3,798.60	\$2.60	\$3,798.60
12	4" White Striping	LF	14.00	\$2.00	\$28.00	\$3.00	\$42.00	\$10.00	\$140.00	\$14.70	\$205.80
				Total Bid	\$1,458,243.00		\$1,417,400.60		\$1,427,980.28		\$1,945,715.20
				AMOUNT OF PROPOSAL GUARANTEE			5% OF BID		5% OF BID		5% OF BID
				SURETY			UNITED FIRE & CASUALTY CO		UNITED FIRE & CASUALTY		MERCHANTS BONDING CO (MUTUAL)
				I hereby certify that the above is a true and correct summary of proposals received							
PROJECT MANAGER				 ****LOW BIDDER****							

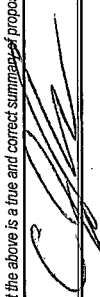
BID OPENING

DATE: AUGUST 6, 2024
 TIME: 10:00 AM
 PLACE: ONLINE VIA MERCCELL

SUMMARY OF PROPOSALS RECEIVED FOR:

CONCRETE STREET REPAIR 2024

COMPUTED BY: KJ

ITEM NO.	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		PUTZ CONSTRUCTION 4694 STATE HIGHWAY 72 JACKSON MO 63755			
				UNIT PRICE	TOTAL				
1	Remove and Replace Concrete Street	SF	131,728.00	\$8.50	\$1,119,688.00	\$9.00	\$1,185,552.00		
2	Remove and Replace Concrete Driveway	SF	10,114.00	\$8.50	\$85,969.00	\$9.50	\$96,083.00		
3	Remove and Replace Concrete Sidewalk	SF	23,192.00	\$8.50	\$197,132.00	\$9.00	\$208,728.00		
4	ADA Ramp	EA	8.00	\$1,500.00	\$12,000.00	\$2,500.00	\$20,000.00		
5	Storm Inlet Lid Replacement	EA	5.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00		
6	Temporary Traffic Control	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
7	French Drain System (Lombardo)	LS	1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00		
8	Pop Up Drains	EA	5.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00		
9	4" Double Yellow Striping	LF	2,730.00	\$4.00	\$10,920.00	\$2.50	\$6,825.00		
10	4" Double Yellow Striping With One Side Dashed	LF	271.00	\$4.00	\$1,084.00	\$2.75	\$745.25		
11	4" Dashed Yellow Striping	LF	1,461.00	\$2.00	\$2,922.00	\$2.25	\$3,287.25		
12	4" White Striping	LF	14.00	\$2.00	\$28.00	\$2.25	\$31.50		
				Total Bid	\$1,458,243.00	\$1,544,752.00			
				AMOUNT OF PROPOSAL GUARANTEE		5% OF BID			
				SURETY		UNITED FIRE & CASUALTY			
<p><i>I hereby certify that the above is a true and correct summary of proposals received</i></p>									
<p>PROJECT MANAGER </p>									

Staff: Katrina D. Amos, Airport Manager
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-133

SUBJECT

Execution of a Bipartisan Infrastructure Law Airport Infrastructure Grant (BIL AIG) agreement with the Federal Aviation Administration to construct a 10-Unit T-hangar foundation at the Cape Girardeau Regional Airport. BIL AIG Project No. 3-29-0013-020-2024.

EXECUTIVE SUMMARY

Zoellner Construction was selected in July 2023 to design and construct two, 10-unit T-hangars at the Cape Girardeau Regional Airport. New hangars will increase capacity and provide additional space in the airport's community hangars to support larger aircraft and future business opportunities. The funding from this BIL AIG grant agreement will be used to fund 90% of the construction of a 10-Unit T-hangar foundation.

BACKGROUND/DISCUSSION

CGI completed a Terminal Area Master Plan (TAMP) in February 2021, which identified facility needs at the airport. Additional aircraft storage was highlighted as a need to increase capacity and ensure the airport can keep up with demand. The airport has 68 aircraft based at CGI; however, that number could increase significantly if additional storage became available. The airport has a growing waiting list of potential tenants for available hangar space. Zoellner Construction was selected in July 2023 to construct two, 10-Unit T-hangars and associated taxilanes.

The funding from this BIL AIG grant agreement will be used to fund 90% of the construction of a 10-Unit T-hangar foundation, part of the 20-Unit T-hangar Construction project approved July 2023.

FINANCIAL IMPACT

The cost of construction the 20-Unit T-hangar facility is \$2,977,046.00. The funding breakdown is below:

Capital Improvement Sales Tax: 1,299,856.00
Other Local: 1,200,000.00

BIL AIG Grant No. 1*: 238,595.00 (*5% match required)
 BIL AIG Grant No. 2*: 238,595.00 (*5% match required)
Total: 2,977,046.00

The 5% match of 23,859.50 will be paid with remaining Capital Improvement Sales Tax funds dedicated to airport improvements.

STAFF RECOMMENDATION

It is recommended that City Council approve a resolution allowing the City Manager to execute the attached Bipartisan Infrastructure Law Airport Improvement Grant Agreement with the Federal Aviation Administration, in the amount of \$238,595 with a 5% local match, to fund the construction of a 10-unit T-hangar foundation at the Cape Girardeau Regional Airport.

ATTACHMENTS:	
Name:	Description:
24-83_Agreement_FAA_Grant.doc	Resolution
BIL_AIG_3-29-0013-020-2024_T-Hangar_Grant.pdf	BIL AIG Grant Agreement

BILL NO. 24-83

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE

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 Grant Agreement 3-29-0013-020-2024 with the United States of America Acting through the Federal Aviation Administration to construct foundation for second 10-unit T-Hangers. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes or amendments as shall be approved by the officers of the City executing the same. The officers, agents, and employees of the City are hereby authorized to execute all documents and take steps as they deem necessary and advisable to carry out and perform the purpose of this Resolution.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk





U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 18, 2024

Airport/Planning Area Cape Girardeau Regional

Airport Infrastructure Grant
Number 3-29-0013-020-2024

Unique Entity Identifier L1RQMKMJYF76

TO: City of Cape Girardeau, Missouri
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 03, 2024**, for a grant of Federal funds for a project at or associated with the **Cape Girardeau Regional Airport** which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Cape Girardeau Regional Airport** (herein called the "Project") consisting of the following:

Construct Foundation for Second 10-Unit T-Hangar (Construction Only, Reimbursement Grant)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out, the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay **Ninety-Five (95%) %** of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$226,665.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$226,665.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), and the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 1, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable environmental quality standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

- 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

- 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

- 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
- 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

- i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 23. BIL Funded Work Included in a PFC Application.** Within **120** days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **December 17, 2021**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered — The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. Title VI of the Civil Rights Act. As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

- 28. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
- 29. Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
- 30. Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 31. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rodney N. Joel

(Signature)

Rodney N. Joel

(Typed Name)

**Acting Director, Central Region Airports
Division**

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Cape Girardeau

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Staff: Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Agenda: Clerk
8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-134

SUBJECT

Update to the City's Policy to conform with the Missouri Open Meeting and Records Law, also known as the Sunshine Law.

EXECUTIVE SUMMARY

RSMo. Section 610.028(2) of the Missouri Open Meetings and Records law requires each political subdivision in the state to provide a reasonable written policy in compliance with Sections 610.010 to 610.030 RSMo. In 1988 the City Council established a policy in compliance with this Law, and adopted updates in 1997, 2004 and 2015.

At the August 3, 2015 meeting, the City Council adopted staff's recommendation that a review of this policy be completed in August of each even-numbered year. A review was completed in 2016, 2018, and 2020 with no changes. A review was not completed in 2022.

BACKGROUND/DISCUSSION

Since 2020, the legislature has made minor changes to the Missouri Open Meetings and Records Law, and it is necessary to update the City Policy to conform with these changes. The following changes are recommended to the City Policy to conform with the state law:

- Article 1, closing of any public body meeting, record or vote - addition of following:
 - (3) - defines "personal information" relating to employees of a public governmental body
 - (21) - individually identifiable customer utility usage and billing records
- Article 3, amending language relating to recording of roll call votes
- Article 4, amending language relating to recording of motion to close a meeting
- Article 7(a), addition of language relating to providing notice of a meeting on less than 24 hours notice
- Article 12, addition of language relating to disclosure of records containing material that is exempt as well as not exempt.

STAFF RECOMMENDATION

It is recommended that the City Council approve this Resolution. From this point forward, review of this Policy will be completed in August of each even-numbered year, which coincides with the review and re-adoption of the Conflicts of Interest Ordinance required by the Missouri Ethics Commission.

ATTACHMENTS:

Name:

Description:

A RESOLUTION AMENDING AND ADOPTING THE CITY'S
POLICY TO CONFORM WITH THE MISSOURI OPEN
MEETINGS AND RECORDS LAW

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

WHEREAS, the Missouri General Assembly enacted the Missouri
Open Meetings and Records Law,

WHEREAS, Section 610.028(2) of the Open Meetings and Records
law requires each political subdivision to provide a reasonable
written policy in compliance with Sections 610.010 to 610.030
RSMo.,

NOW THEREFORE, BE IT RESOLVED THAT the city Council of the
City of Cape Girardeau, Missouri, hereby supersedes Resolution No.
2908 and adopts the following policy to apply to all governmental
bodies and committees of this municipality.

ARTICLE 1. All meetings, records and votes are open to the
public, except the governmental body may close any meeting, record
or vote relating to the following:

1. Legal actions, causes of action or litigation involving
a public governmental body and any confidential or privileged
communications between a public governmental body or its
representatives and its attorneys. However, any minutes, vote or
settlement agreement relating to legal actions, causes of action
or litigation involving a public governmental body or any agent or
entity representing its interest or acting on its behalf or with
its authority, including any insurance company acting on behalf of
a public government body as its insured, shall be made public upon
final disposition of the matter voted upon or upon the signing by
the parties of the settlement agreement, unless, prior to final
disposition, the settlement agreement is ordered closed by a court
after a written finding that the adverse impact to a plaintiff or
plaintiffs to the action clearly outweighs the public policy
considerations of section 610.011, however, the amount of an moneys
paid by, or on behalf of, the public governmental body shall be
disclosed; provided, however, in matters involving the exercise of
the power of eminent domain, the vote shall be announced or become
public immediately following the action on the motion to authorize

institution of such a legal action. Legal work product shall be considered a closed record.

2. Lease, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the lease, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate.

3. Hiring, firing, disciplining or promoting of particular employees of a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees.

4. Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological or alcoholism or drug dependency diagnosis or treatment.

5. Testing and examination materials, before the test or examination is given or if it is to be given again before so given again.

6. Welfare cases of identifiable individuals.

7. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.

8. Software codes for electronic data processing and documentation thereof.

9. Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.

10. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

11. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such.

12. Records that are protected from disclosure by law.

13. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest.

14. Records relating to municipal hotlines established for the reporting of abuse and wrongdoing.

15. Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to State law.

16. Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records.

17. Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for

protection of that infrastructure, the public disclosure of which would threaten public safety.

a) Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open.

b) When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records.

c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed.

18. The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property.

19. Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open.

20. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body.

Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body.

21. Individually identifiable customer usage and billing records for customers of a municipally owned utility, unless the records are requested by the customer or authorized for release by the customer, except that a municipally owned utility shall make available to the public the customer's name, billing address, location of service, and dates of service provided for any commercial service account.

ARTICLE 2. All records that may be closed hereby are deemed closed records unless the governmental body votes to make them public. Before closing a meeting to the public, a majority of a quorum of the governmental body must vote to do so in a public vote. The vote of each member of the governmental body on the question of closing the public meeting or vote and the reason for closing the meeting or vote by reference to a specific exception shall be announced at a public meeting and entered into the minutes.

ARTICLE 3. Except as provided in ARTICLE 1 above, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected, except for any committee established by a public governmental body, shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via videoconferencing. When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes

taken shall be regarded as if all members were physically present and in attendance at the meeting.

ARTICLE 4. In the event any member of the public governmental body makes a motion to close a meeting, or a record, or a vote from the public and any other member believes that such motion, if passed, would cause a meeting, record or vote to be closed from the public in violation of any provision of this ordinance, such latter member shall state his or her objection to the motion at or before the time the vote is taken on the motion. The public governmental body shall enter in the minutes of the public governmental body any objection made pursuant to this subsection. Any member making such an objection shall be allowed to fully participate in any meeting, record or vote that is closed from the public over the member's objection. In the event the objecting member also voted in opposition to the motion to close the meeting, record or vote at issue, the objection and vote of the member as entered in the minutes shall be absolutely defense to any claim filed against the objecting member pursuant to this ordinance.

ARTLICE 5. The governmental body shall give notice of the time, date, and place of a closed meeting and the reason for holding it by reference to a specific exception. The notice shall be the same as in ARTICLES 4 and 5 below. No other business may be discussed in a closed meeting that does not directly relate to the specific reason announced to close the meeting to the public. Public governmental bodies holding a closed meeting must close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session.

ARTICLE 6. The governmental body shall give notice of the time, date, and place of each meeting, and its tentative agenda, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, Internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to on the appropriate bulletin board at City Hall, and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public

governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on the appropriate bulletin board at City Hall which is easily accessible to the public and clearly designated for that purpose.

ARTICLE 7. Notice conforming with all of the requirements of ARTICLE 6 above shall be given at least twenty-four hours, exclusive of weekends and holidays when the facility is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public, and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals.

a) When it is necessary to hold a meeting on less than twenty-four hours' notice, or at a place that is not reasonably convenient to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes.

b) If another provision of law requires a manner of giving specific notice of a meeting, hearing or an intent to take action by a governmental body, compliance with that section shall constitute compliance with the notice requirements of this section.

c) A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body, including, but not limited to, a record of any votes taken at such meeting. The minutes shall include the date, time, place, members present, members absent and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote or abstinence if not voting to the name of the individual member of the public governmental body.

ARTICLE 8. A formally constituted subunit of a parent governmental body may conduct a meeting without notice during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting, if the meeting of

the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body.

ARTICLE 9. A public body shall allow for the recording by audiotape, videotape, or other electronic means of any open meeting. A public body may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record, or vote closed pursuant to the provisions of ARTICLE 1 shall be permitted without permission of the public body; any person who violates this provision shall be guilty of a class C misdemeanor.

ARTICLE 10. Any member of a public governmental body who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format. The provisions of this section shall only apply to messages sent to two or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exceptions above.

ARTICLE 11. Each public governmental body shall make available for inspection and copying by the public of that body's public records. No person shall remove original public records from the office of a public governmental body or its custodian without written permission of the designated custodian. The City Clerk shall be the custodian of records and will be responsible for maintenance and control of all records. The custodian shall provide a response and/or public access to all public records as soon as possible but no later than the end of the third business day following the date the request is received by the custodian. If records are requested in a certain format, the public body shall provide the records in the requested format, if such format is available. If additional delay is necessary, the custodian shall give an explanation for the delay and the earliest date the record will be available for inspection. This period for document production may exceed three days for reasonable cause.

a) If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the

requester no later than the end of the third business day following the date the request for the statement is received.

b) The custodian shall charge duplication costs of ten cents (\$.10) per page for up to 9 by 14 paper, an hourly fee for duplicating time not to exceed the average hourly rate for clerical staff of the public governmental body, and the actual costs of research time. The custodian may require payment prior to duplicating copies. Based on the scope of the request, the public governmental body shall produce the copies using employees of the body that result in the lowest amount of charges for search, research, and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the City Manager determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the request. Payment of such copying fees may be requested prior to the making of copies.

c) Fees for providing access to public records maintained on computer facilities, recording, tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices, and for paper copies larger than nine by fourteen inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape, or other medium used for the duplication. Fees for maps, blueprints, or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints, or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual costs of such programming.

d) The custodian may designate deputy custodians in the following departments: administrative services, development services, parks and recreation, public safety and public works.

ARTICLE 12. If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the public governmental body shall separate the

exempt and nonexempt material and make the nonexempt material available for examination and copying. When designing a public record, a public governmental body shall, to the extent practicable, facilitate a separation of exempt from nonexempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the form, the public governmental body shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Stacy Kinder Mayor

ATTEST:

Gayle L. Conrad, City Clerk

Staff: Katrina D. Amos, Airport Manager
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-135

SUBJECT

Accept the Improvements of Taxiway B at the Cape Girardeau Regional Airport and release final payment to Emery Sapp and Sons.

EXECUTIVE SUMMARY

On April 7, 2022, the City of Cape Girardeau received one (1) bid to Reconstruct Taxiway B and Select Panels on the Apron, AIP Project No. 3-29-0013-015. This taxiway reconstruction includes demolishing the existing Taxiway B from Runway 10-28 to the apron, drainage improvements, new airfield lighting and signage, and repairs to the South/East apron. The taxiway will be constructed utilizing the necessary taxiway design geometry and width of 50ft to continue the airport's ability to support aircraft in the ARC C-III category.

This project will also require relocating a portion of Taxiway B, to be renamed A2, due to Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, to eliminate direct access from the apron to the runway. Refer to Exhibits A and B, attached, for the current and proposed taxiway configurations.

Emery Sapp and Sons was the sole bidder for this project with a project cost of \$4,821,888.35. Consideration was given to re-bid the project to potentially receive additional bids. The current construction environment, price volatility, and complexity of the project scope led to several discussions with the Federal Aviation Administration (FAA) and Crawford, Murphy, and Tilly, Inc. (CMT) regarding this topic.

Emery Sapp and Sons submitted a viable bid and has experience with similar airport projects. This project includes elements that would not be eligible using traditional Airport Improvement Program funding. Utilizing CARES funding allows the taxiway to be reconstructed, permitting CGI to continue to supporting aircraft in the ARC C-III category, such as the C-17 Globemaster. It was decided to proceed with the proposal submitted by Emery Sapp and Sons.

BACKGROUND/DISCUSSION

Taxiway B is one of six (6) taxiways at the Cape Girardeau Regional Airport. Taxiway B is part of CGI's primary runway taxiway system and is frequently used for airline and large aircraft operations. The current taxiway width is 75ft; 25ft wider than the required 50ft width to support Critical Design Aircraft (ARC C-III) - narrow body commercial/freighter aircraft such as a Boeing 737 or Airbus A320. Because of its width and pavement strength, it is the only taxiway utilized for large military aircraft such as a C-130 and C-17 Globemaster

III.

The Missouri Department of Transportation (MoDOT) conducted Pavement Condition Inventory in January 2021 for National Plan of Integrated Airport Systems (NPIAS) airports. This inventory surveyed the condition of the entire airfield to provide information to assist with maintenance and repair planning. The overall condition of the airfield was rated 68 within a PCI range of 0-100. This rating indicates major rehabilitation is needed in several areas of the airfield infrastructure. Taxiway B is the lowest rated surface within the airfield taxiway system, with a PCI of 28. Due to the low PCI, a complete reconstruction is necessary to ensure CGI is able to support the aircraft types that utilize this taxiway.

A complete reconstruction included demolishing the existing Taxiway B from Runway 10-28 to the apron, drainage improvements, new airfield lighting and signage, and repairs to the South/East apron. The taxiway was constructed utilizing the necessary taxiway design geometry and width of 50ft to continue the airport's ability to support aircraft in the ARC C-III category. This project required relocating a portion of Taxiway B, to be renamed A2, due to Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, to eliminate direct access from the apron to the runway.

FINANCIAL IMPACT

The total cost of the agreement with Emery Sapp and Sons included in the Engineer's final Report was total an amount not to exceed \$4,821,888.35, funded with 100% grant funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Cost savings were identified during construction totaling \$205,767.76 that reduced the overall cost of the project. The cost breakdown is included in the report; however, a summary can be found below.

Awarded Construction Cost: \$4,821,888.35

Change Order No. 1: (\$1,560.00)

Change Order No. 2: (\$46,302.10)

Change Order No. 3: (\$47,862.10)

Change Order No. 4 - Final: (\$113,368.00)

Final Construction Cost: \$4,616,120.75

Pay Request No. 5 - Final includes payment of \$78,668.50 plus retainage of \$230,806.04 totaling \$305,541.11.

STAFF RECOMMENDATION

It is recommended the City Council accept the improvements of Taxiway B at the Cape Girardeau Regional Airport and release final payment of \$305,541.11 to Emery Sapp and Sons.

ATTACHMENTS:

Name:	Description:
☐ CGI 015 TXY B Closeout Report FINALDRAFT 20240627 reduced Report Only.pdf	Engineer's Final Report
☐ Exhibit A - Current Taxiway B Configuration.pdf	Exhibit A
☐ Exhibit B Proposed Layout - Option A.pdf	Exhibit B

I. GENERAL

A. Project Information

Project Title	Reconstruct Taxiway Bravo and Repair Select Panels in Apron
Project Sponsor	City of Cape Girardeau, MO
Project Engineer	Crawford, Murphy & Tilly, Inc.
Prime Contractor	Emery Sapp & Sons (ESS)
Bid Opening Date	April 7, 2022
As-Bid Cost	\$4,821,888.35
Awarded (Negotiated) Construction Cost	\$4,821,888.35
Change Order No. 1	(\$1,560.00)
Change Order No. 2	(\$46,302.10)
Change Order No. 3 (FINAL)	(\$47,862.10)
Change Order No. 4 (FINAL)	<u>(\$113,368.00)</u>
Final Construction Cost	\$4,616,120.75

<u>PROJECT MILESTONE</u>	<u>DATE</u>
Notice to Proceed	September 1, 2022
First Construction Day/First Calendar Day	September 6, 2022
Final Inspection	July 18, 2023
Project Acceptance	May 14, 2024
Number of Calendar Days Awarded	105
Number of Calendar Days Added	13
Total Number of Calendar Days Used	118
Date of Project Completion (1)	February 13, 2024
Final Construction Report Submitted to FAA	June 27, 2024

(1) Work completed on April 7, 2023. Final Walkthrough was held on July 18, 2023. Punchlist completed on February 13, 2024.

Sponsor:	City of Cape Girardeau 44 North Lorimier Cape Girardeau, MO 63701 Phone 573-339-6320
Engineering Consultant:	Crawford, Murphy & Tilly, Inc. One Memorial Drive, Suite 500 St. Louis, MO 63102 Phone 314-436-5500 Fax 314-436-0723 Project Engineer: Brian Hutsell, PE Resident Observer: Kevin Bloodworth
Contractor:	Emery Sapp and Sons (ESS) 2301 I-70 Drive Northwest Columbia, MO 65202 Phone 573-445-8331 Project Manager: Donnie Stevenson Onsite Superintendent: Rob Bartels
Contractor's Testing Laboratory:	Emery Sapp & Sons
Engineer's Testing Laboratory:	TSi Geotechnical Inc.
Subcontractors:	Item of Work:
Midwest Construction	Seeding/Sodding & Erosion Control
Meyer Electric	Electrical
Miller's Pro-Cut	Joint Sawing & Sealing
Delta/Apex Paving	Asphalt Milling & Paving
Tramar	Pavement Marking
ESS Asphalt	Milling
Midwest Construction Services	Seeding/Erosion Control
J Blue Trucking	Trucking

B. Engineer's Statement of Substantial Conformance with the Plans and Specifications

The above referenced project was constructed in substantial conformance with the contract plans and specifications. This report will summarize and document the construction phase of this project. Included is a summarization of the field testing performed on the project and the measurements / material certifications associated with payment for the project.

A handwritten signature in blue ink, appearing to read "Brie H. Hodel", is positioned above a horizontal line.

Project Engineer

C. Summary of Project Events

Introduction

The bid opening for the project was on April 7, 2022. There was one bid received, submitted by Emery Sapp & Sons, Inc. (ESS). A tabulation of bids is included in Section J, following this project summary of events.

After a brief negotiation with the sole bidder, a review of the bid package, qualifications, licensing and registrations, Emery Sapp & Sons, Inc. was awarded the project and became the prime contractor.

Subcontractors/Suppliers to be utilized included:

- Meyer Electric (Jefferson City, MO) – Electrical
- Midwest Construction Services (De Soto, MO) – Seeding/Sodding & Erosion Control
- Miller’s Pro-Cut (Grandview, MO) – Sawcutting/Joint Sealing
- TraMar Contracting, Inc. (St. Charles, MO) – Pavement Marking
- Construction Anchors, Inc. (Kansas City, MO) – Supplier - Paving Accessories
- Eagle Distributors (Kirkwood, MO) – Supplier - Electrical Items

Construction

Final City signatures on the construction contract were acquired on April 28, 2022`. A pre-construction meeting was held on August 30, 2022. The meeting was well attended, with eleven attendees in person, five additional via conference call.

Meyer Electric stayed at the site following the call to being locating existing electrical circuitry.

The Notice to Proceed was issued on September 1, 2022, and after minor mobilization and staging area preparation on September 6th, construction began on September 7th.

Work commenced on Phase 2 to include the demolition/reconstruction of existing Taxiway A and the construction of New Taxiway A2 (outside of the 10-28 RSA). Weeks 1 and 2 saw Midwest Construction Services installing temporary erosion control, Meyer Electric removing edge lights, , forming duct banks, tracing homeruns and setting up initial temporary electrical connections, and ESS commencing their demolition of Taxiway A, grading for new Taxiway A2. ESS began underdrain and RCP installations as well. Weather conditions for the period were very dry.

ESS continued grading for Taxiway A2 and Taxiway A in Week 3, and also continued underdrain installations and the RCP crossings of Taxiway A2. Meyer poured several duct banks and base cans, and formed other duct banks for future pours. The site continued to be very dry, with favorable weather conditions for construction. Dry weather continued into Week 4, which saw the completion of the RCP by ESS, and continued underdrain installation. ESS also completed grading in the Phase 2 work areas, installed geogrid, and placed the full Phase 2 subbase course. Meyer returned on Friday, September 30th to place two of the precast hand holes at the terminations of their previously poured duct bank.

Week 5 commenced by starting the full closure of Runway 10-28 on October 3rd for the Phase 1 removal of Taxiway B (within the 10-28 RSA) and construction of Taxiway A2 (within the 10-28 RSA). Lighted Xs were placed on the runway, and the closure officially started at 7 AM. Work on the Phase 2 areas of A and A2 continued, including subbase and CTPB placement. A very busy week saw Taxiway B pavement removals within the Phase 1 limits, grading (with some minor undercut), underdrains and subbase placement in the A2 Phase 1 limits – which led to the first project concrete pour on October 7th. The majority of Taxiway A2 was poured at once, utilizing a Bidwell bridge deck paver, with the work day commencing at 2:30 AM, and completing at 10 PM. Meyer had a productive week as well - trenching conduits, forming base cans, sign pads and handhole lids. Favorable weather continued through Week 5, but the dry conditions were causing issues with soil stockpiles drying and breaking down to an unusable state. Backfills for undercuts were performed with aggregate base in lieu of on-site soils.

Week 6 saw additional major operations as the Runway 10-28 closure continued into its second week. ESS and Meyer were working the Phase 1 area, stripping forms, backfilling, installing underdrains, trenching conduits, setting base cans and lights, pouring sign bases, and making final electrical connections. Midwest Construction arrived mid-week to seed and mulch the Phase 1 areas. The project's first rain occurred on Wednesday, the 12th, creating some muddy site conditions. Regardless, the Phase 1 work was completed, and Runway 10-28 was reopened early, at 12:30 on Thursday, October 13th. Two lanes of Phase 2 Taxiway A pavement were poured late in the week, and minor handpours were also completed on A2.

The week of October 10th (Week 7) served as a bit of a recovery week after the hectic timeframe of the runway closure, but saw continued efforts on Phase 2 underdrains and paving. ESS paved fill in lanes on Taxiway A, installed the four FES for the RCP crossings of A2.

Miller's Pro Cut arrived in Week 8 to complete final sawcuts, beveling and sealing on the previously paved Phase 1 and 2 areas. ESS completed the Phase 2 grading and underdrains. Apex Paving was on site to pave the asphalt transition between existing HMA Taxiway A and the new Taxiway A and A2 PCC. Tramar arrived on Friday, the 28th to complete marking and cure removals, in preparation for final Phase 1 and 2 marking applications, including the initial application of the A2 thermoplastic hold line.

Over the weekend, Tramar continued Phase 1 and 2 work into Week 9, completing all taxiway and runway markings, including thermoplastics (less the A2 enhanced markings – incorrect thermoplastics were delivered, so waterborne was placed), enabling the opening of the Phase 1 and 2 areas (less Taxiway A2), and the Monday closure of the Phase 3 footprint – closing Taxiway B access to the apron. ESS began Phase 3 and 4 demolition and removals on the 31st of October. Meyer continued final lighting installation in the Phase 2 work areas, setting lights, signs and making final connections on previously set base cans. The Taxiway A and A2 areas were lit by the end of day on November 2nd. Phase 3 duct bank work also began late in Week 9.

Week 10 was a productive week, with Meyer completing their duct bank installation, allowing ESS to final grade the Phase 3 and 4 areas, place geogrid and subbase as well as the CTPB layers covering the area. Meyer also set four precast handholes for the duct banks (one high voltage, one low voltage) crossing Taxiway B, and placed additional LED signage on previously placed sign pads.

Meyer and ESS had planned to continue their heavy workloads into Week 11, but early week rains delayed progress. Meyer continued their trenching, conduit and lighting installation operations, and ESS began forming areas for Week 12 PCC pours. ESS continued to perform infield grading and rock removal/cleanup in the Phase 3/4 areas.

Week 12 saw Meyer work through the weekend on trenching, conduit and lighting. ESS slip-form poured PCC on both Monday and Tuesday, after waiting for proper morning temperatures to rise. While waiting for those Phase 3/4 lanes to cure, ESS began spall repairs and forming for hand pours, while Meyer continued setting light cans along Taxiway B pavement edges. Thursday rains canceled work for the remainder of the week.

Despite rainy weekend weather, ESS and Meyer continued their Phase 3/4 work into Week 13. An additional rain on Tuesday slowed work, but after four additional ESS pour days, all but three minor hand pours remained by the end of the week. Unfortunately, during the December 2nd pour, a ready-mix truck dropped a wheel into the curing slab. Corrections were made, and the location was noted for future observation. During Week 13, ESS also commenced the Phase 5 South Apron panel demolition and removal, and was able to prepared for re-paving of that area by the week's end. A Friday rain led to an early weekend for the Meyer crew.

It was also on Friday, December 2nd, that a crack - extending fully across Taxiway A2 (still closed to aircraft traffic) - was discovered. The crack traversed 5 to 6 of the 7 panels directly above the shallow elliptical RCP that ran perpendicularly beneath the Taxiway. Unsure of an immediate remedy, work continued in Phase 3/4.

Week 14 saw the completion of all project paving, with minor hand pours completed on Taxiway B, and the South Apron panels were also re-poured. ESS continued underdrain installation in the Phase 3/4 area, and Meyer continued counterpoise and ground rod installation, while also installing remaining edge lights and guidance signs on previously set bases and pads. ESS began site and pavements cleanup, also removing their temporary haul road. Meyer also began demobilizing, removing unnecessary equipment. Thursday rains halted work for the week, but demobilization for both ESS and Meyer continued to end the week.

ESS returned in Week 15 to attempt final grading within Phases 3 and 4, but rains delayed completion of that work. ESS began their de-mobilization, which continued for the majority of the week. Miller's returned to the site on December 14 to complete final saw cuts, beveling and sealing for the Phase 3, 4 and 5 pavements.

ESS again attempted final grading during Week 16, but had several delays due to wet grounds. Tamar arrived on site on Monday, the 19th to temporary stripe in an effort to reopen all pavements. Cold temperatures, coupled with cure-coated pavements led to almost immediate marking failure on several areas, which required scraping and remarking. ESS stayed at the site through Wednesday, performing additional finish grading within the Taxiway Safety Areas of A2, A and B, but the Airport did not feel comfortable opening the area without a stand of turf and soils that could support a wayward aircraft that might slide off of a frozen taxiway. Unfavorable conditions in Week 16 led to the suspension of work for the Winter, until more favorable weather was available and final grading/seeding/mulching and markings could take place. The new Taxiway A2 pavements also remained closed for the Winter.

Unfortunately, that favorable weather – a dry period for final grading, a decently warm period for waterblasting cure removal and markings – was not experienced until the first week of April, 2023 – the 17th week of construction. ESS performed final grading on the 3rd and 4th, Midwest applied blanket, seed and mulch at the end of the week. Tramar removed cure and marked the pavements on the 6th and 7th, reopening the majority of the pavements at that time.

In mid-July, a final walkthrough was scheduled, with representatives from ESS, CMT and the Airport attending. A punchlist was created and delivered to ESS with a variety of issues to be addressed, including finish grading, turf establishment, pavement surface/cracking issues, among others. Differing opinions on the cause and remedy of the cracked panels on Taxiway led to a series of transmittals and discussions, ultimately, in September, resulting in ESS accepting the responsibility for replacement. ESS requested a steel package be added to the replacement panels, consisting of rebar reinforcing mats, to give another layer of confidence for the future performance of the replacement panels. That addition was approved by the FAA, and the work was to be scheduled.

Taxiway A2, identified in the punchlist as having peeling centerline markings and the cracked panels mentioned above, remained closed.

ESS returned in November/December of 2023 to perform the remaining punchlist items, which included panel replacements, spall repair, surface grinding, final grading, and joint cleaning and re-sealing. Meyer had also returned to swap out the solid concrete handhole lids with the as-designed lids with the cast-iron access. Tramar, originally scheduled to perform their punchlist marking work, was delayed to a future date, when it was determined that the as-delivered enhanced centerline markings were incorrect. That work was pushed into 2024, until favorable weather conditions could be taken advantage of.

It was determined at this point to remove the ditch cleaning pay item - added during Addendum No. 1 in an effort to regrade and clean the existing infield ditches of silt. The flat nature of the site, the extremely fine grading required to perform the cleaning (potentially only stripping turf in most areas), and the likelihood of being unable to re-establish turf in the consistently wet flowline led to the decision.

Taxiway A2, again, remained closed. Taxiway B was opened with NOTAMed non-standard markings due to a panel replacement that impacted the thermoplastic non-movement boundary marking.

Final punchlist marking work was completed by Tramar on February 13, 2024, and the project was fully accepted at that time. Taxiway A2 was opened for full use.

Closeout

All quantities were adjusted to final field measured quantities in Change Orders No. 2, 3 and 4 - FINAL, and paid on Pay Request No. 5 - FINAL.

Final punchlist work occurred in November/December of 2023 and February of 2024. At that time, Pay Request No. 5 was released, including all remaining CQCP, Mobilization and held retainage.

The Final Closeout Report was transmitted to the FAA on June 27, 2024.

Ineligible Items

Because of the nature of the CARES funding, items typically declared as ineligible for AIP funding (widening and strengthening for military aircraft, thermoplastic markings and marking materials not supported by LCCA) were included in the project, 100 percent eligible. No ineligible items were included in the project.

Added/Deleted Items

Change Order No. 1

No new or deleted items.

Change Order/Supplemental Agreement No. 2

Added Item 25A A-1 Reinforced to Thickened Edge Isolation Joint Swap Credit – A lump sum credit to the project to allow the contractor to construct all isolation joints as Type B Thickened Edge in lieu of A-1 Reinforced, a savings in labor, time and materials.

Change Order No. 3

Removed full quantity of Item 58 Remove Concrete Encased Electrical Duct Bank (Various Sizes) – The three duct banks originally noted for removal were not in conflict with proposed improvements, and were able to be abandoned in place.

Change Order/Supplemental Agreement No. 4 - FINAL

Removed full quantity of Item 47 Topsoiling (2” Thickness) – Item was removed at the Contractor’s request, with the understanding that turf establishment was still their responsibility.

Removed full quantity of Item 15 Existing Ditchline Cleaning, Silt Removal and Disposal – Following discussions with the Contractor and the Airport, it was determined to remove this item (originally added via an Addendum) as the benefits were outweighed by the difficulty of the work, the inconvenience to the Airport, and the likely difficulty in re-establishing turf in the ditchline.

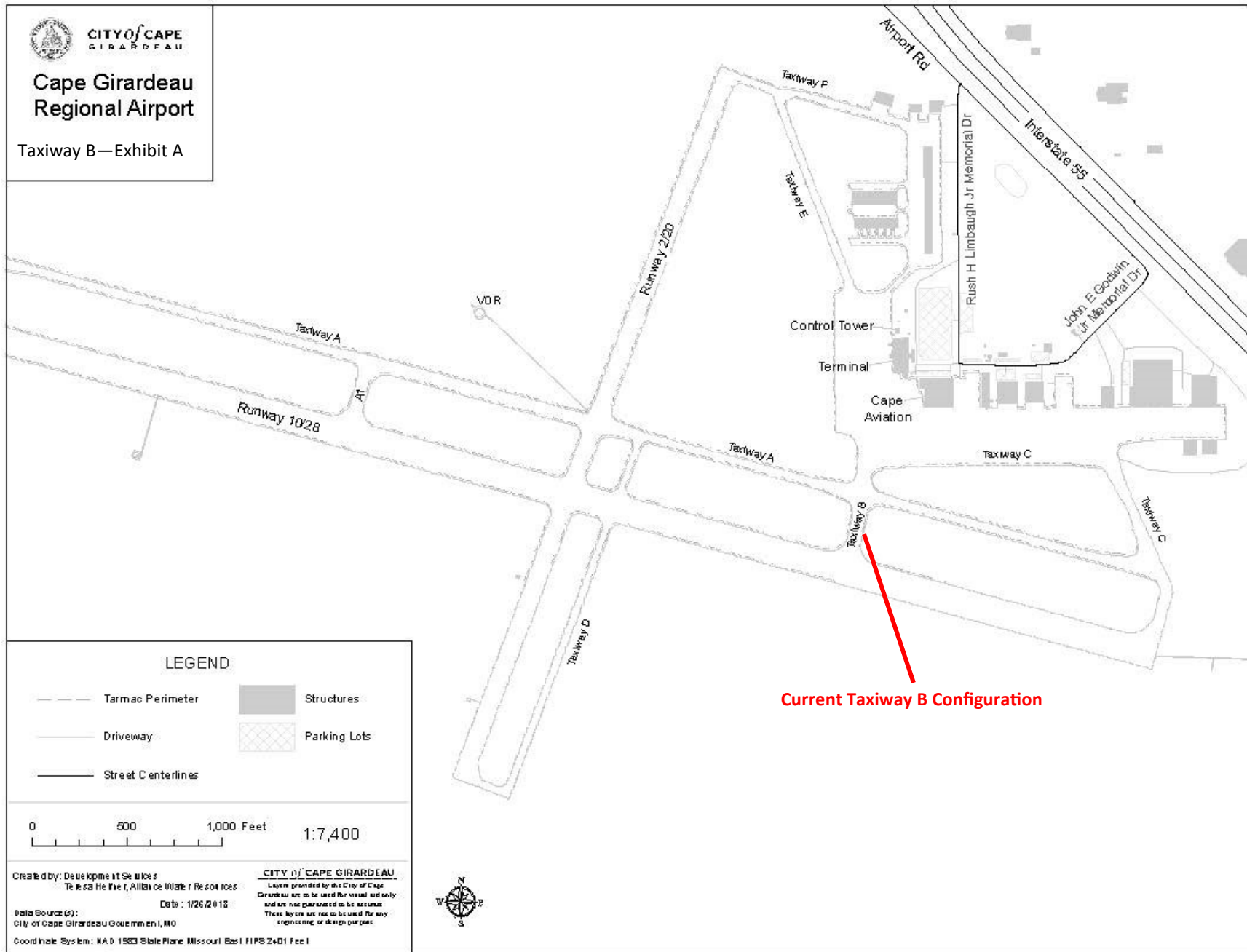
Added Item 26B Additional Reinforced Panels (Rebar Mats) – Taxiway A2 – This item provided for in the inclusion of rebar mats in the punchlist replacement A2 panels above the shallow RCP, in an effort to provide a factor of safety against potential future cracking – requiring an additional shutdown of Taxiway A2.



CITY of CAPE GIRARDEAU

Cape Girardeau Regional Airport

Taxiway B—Exhibit A



LEGEND

- Tarmac Perimeter
- Driveway
- Street Centerlines
- Structures
- Parking Lots

0 500 1,000 Feet 1:7,400

Created by: Debra Kopmeit-Sullivan
 Technical Director, Alliance Water Resources

Date: 1/26/2018

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

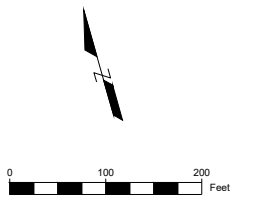
Coordinate System: NAD 1983 StatePlane Missouri East FIPS 2401 Feet

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





License No. OFFICE NUMBER
CONSULTANTS



30% SUBMITTAL
AUGUST 20, 2021

RECONSTRUCT TAXIWAY BRAVO

OWNER



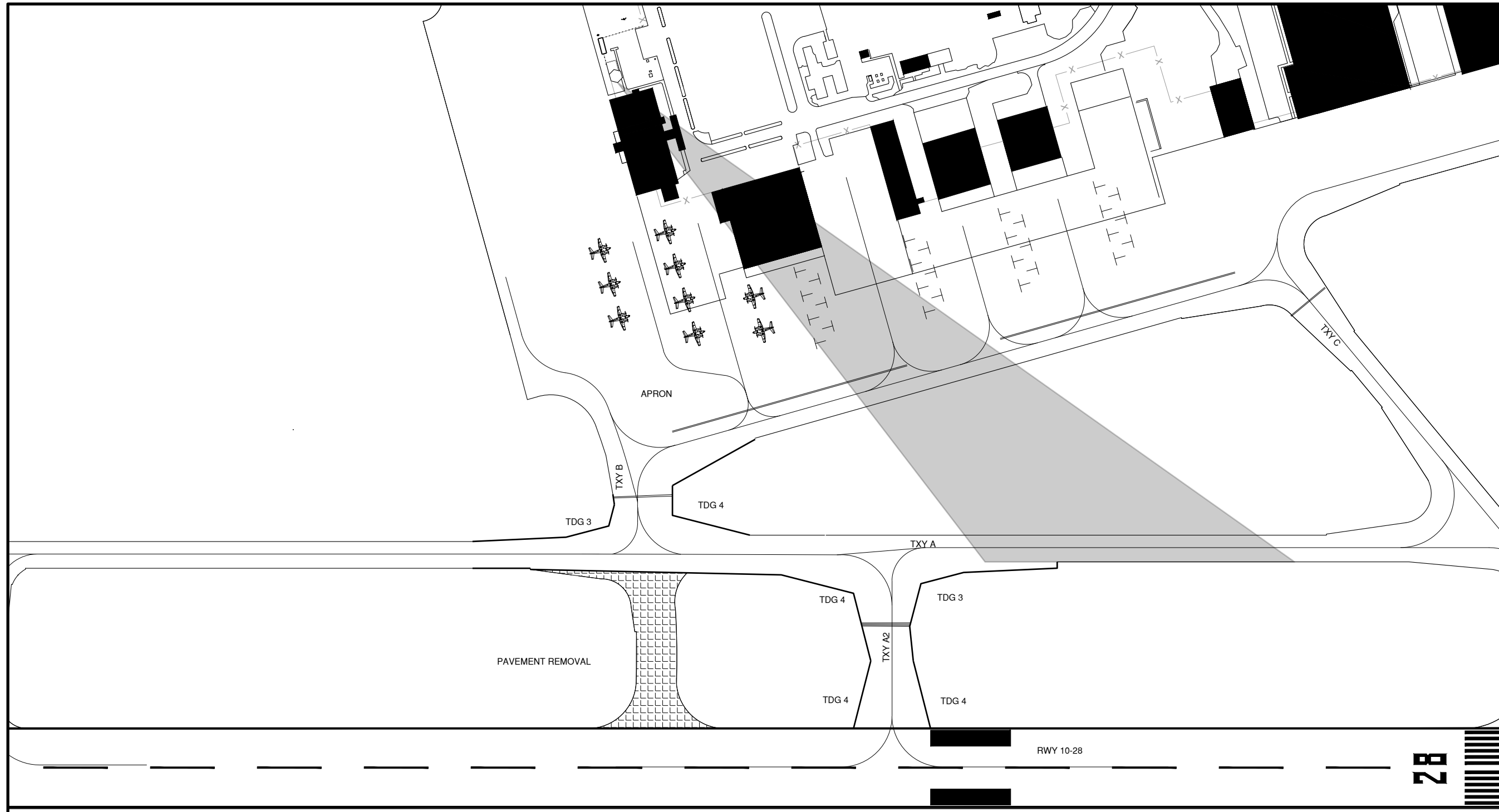
CITY OF CAPE GIRARDEAU
CAPE GIRARDEAU, MO

MARK | DATE | DESCRIPTION

PROJECT NO:	20092133.00
CAD DWG FILE:	PROPOSED LAYOUT - OPTION A.DWG
DESIGNED BY:	--
DRAWN BY:	--
CHECKED BY:	--
APPROVED BY:	--
COPYRIGHT: CRAWFORD, MURPHY & TILLY, INC. 2021	

SHEET TITLE
PROPOSED LAYOUT -
OPTION A

EX. 4.1
SHEET -- OF --



Path: K:\CapeGirAe\20092133.00_TaxiwayB\DrawSheets\PROPOSED LAYOUT - OPTION A.dwg
Date: Friday, August 20, 2021 12:28:18 PM

Staff: Trevor Pulley Assistant City
Manager/Community Development
Agenda: Director
8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-137

SUBJECT

In October 2023, the City Council approved the TIF Plan and TIF Redevelopment Agreement for West Park Mall redevelopment. Since then, the Developer has been working on plans for the first Redevelopment Project Area (RPA1) of the TIF Plan. The bonds are now ready to be issued for the project in accordance with the Redevelopment Agreement. The ordinance before you now approves the City documents necessary to allow the Cape County IDA to issue the bonds in support of the project.

EXECUTIVE SUMMARY

On October 2, 2023, in accordance with the requirements of the TIF Act, the City Council of the City approved the RCC Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”) and designated the “Redevelopment Area” described therein as a redevelopment area under the TIF Act.

The City and River City Centre, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of October 27, 2023 (the “Redevelopment Agreement”), regarding the implementation of the Redevelopment Plan.

The Industrial Development Authority of the County of Cape Girardeau, Missouri (the “Authority”), is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “Act”) to issue revenue bonds to finance certain projects as set forth in the Act.

This shall allow for the Authority to issue its Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024 (the “Series 2024 Bonds”), for the purpose of (1) reimbursing the Developer for certain costs relating to the redevelopment of West Park Mall, (2) funding a debt service reserve fund to secure the Series 2024 Bonds, (3) funding capitalized interest on the Series 2024 Bonds, and (4) paying the costs of issuance of the Series 2024 Bonds.

FINANCIAL IMPACT

No Financial impact to the City of Cape of Cape Girardeau.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Name:	Description:
24-85_RCC_Tax_Increment_Bonds_2024.docx	Ordinance

▢ Indenture.docx	Exhibit A - Trust Indenture
▢ Financing_Agreement.docx	Exhibit B - Financing Agreement

AN ORDINANCE APPROVING THE ISSUANCE OF TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS IN CONNECTION WITH THE RCC TAX INCREMENT FINANCING REDEVELOPMENT PLAN; PLEDGING AND ASSIGNING CERTAIN REVENUES FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Cape Girardeau, Missouri, a home-rule charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “TIF Act”), to implement redevelopment projects and to provide for the costs thereof; and

WHEREAS, on October 2, 2023, in accordance with the requirements of the TIF Act, the City Council of the City approved the RCC Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”) and designated the “Redevelopment Area” described therein as a redevelopment area under the TIF Act; and

WHEREAS, the City and River City Centre, LLC (the “Developer”) entered into a Redevelopment Agreement dated as of October 27, 2023 (the “Redevelopment Agreement”), regarding the implementation of the Redevelopment Plan; and

WHEREAS, The Industrial Development Authority of the County of Cape Girardeau, Missouri (the “Authority”), is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “Act”) to issue revenue bonds to finance certain projects as set forth in the Act; and

WHEREAS, the City Council finds and determines that it is in the best interests of the City and its residents for the Authority to issue its Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024 (the “Series 2024 Bonds”), for the purpose of (1) reimbursing the Developer for certain costs relating to the redevelopment of West Park Mall, (2) funding a debt service reserve fund to secure the Series 2024 Bonds, (3) funding capitalized interest on the Series 2024 Bonds, and (4) paying the costs of issuance of the Series 2024 Bonds;

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

Section 1. All capitalized terms not elsewhere defined herein shall have the meanings set forth in **Section 101** of the hereinafter-described Indenture.

Section 2. The City hereby approves the execution and delivery of the Trust Indenture, in substantially the form attached as **Exhibit A** (the “Indenture”), between the Authority and UMB Bank, N.A., as trustee (the “Trustee”), and the sale of the Series 2024 Bonds on the following terms and conditions:

(a) The Series 2024 Bonds shall be sold to Stifel, Nicolaus & Company, Incorporated, at a true interest cost not to exceed 7.00% and with an underwriter’s discount not to exceed 2.75%.

(b) The Series 2024 Bonds shall bear such dates, shall mature at such times (not later than May 1, 2054) and in the amounts (not to exceed \$30,000,000), shall be in such denominations, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, and shall be issued, executed and delivered in such manner, subject to the provisions, covenants and agreements, as are set forth in the Indenture.

Section 3. The City is hereby authorized to enter into the following documents (collectively, the “City Documents”), in substantially the forms presented to and approved by the City Council at this meeting and attached to this Ordinance (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

(a) Financing Agreement among the City, the CID, the TDD and the Authority, in substantially the form attached as **Exhibit B**;

(b) Tax Compliance Agreement, in a form prepared by Gilmore & Bell, P.C., approved by the City Attorney and the City Manager, and consistent with the form of tax compliance agreements generally used for tax-exempt tax increment financing municipal obligations.

Section 4. The City Manager is hereby authorized and directed to execute and deliver, and the City Clerk or the Deputy City Clerk is hereby authorized and directed to attest to and affix the seal of the City to, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City.

Section 5. The proper officials of the City are hereby authorized to execute and deliver one or more certificates pertaining to the preliminary and final official statements relating to the Series 2024 Bonds, confirming the accuracy and/or declaring the finality of basic historical, demographic, employment, economic and housing information relating to the City.

Section 6. The City hereby approves and consents to the designation of UMB Bank, N.A. as Trustee, Paying Agent and Registrar under the Indenture.

Section 7. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, with such changes therein as shall be approved by City officials signing the same, such officials’ signatures thereon being conclusive evidence of their approval and the City’s approval thereof. The City Manager is authorized to approve the costs of issuance of the Series 2024 Bonds in accordance with the terms of the Indenture and the Redevelopment Agreement.

Section 8. 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 has or would have enacted the valid sections without the void one; or (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9. This Ordinance shall take effect and be in full force 10 days after its passage by the City Council.

PASSED AND APPROVED by the City Council of the City of Cape Girardeau, Missouri, this ____ day of _____, 2024.

[SEAL]

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



EXHIBIT A
TRUST INDENTURE

[On file in the office of the City Clerk]

EXHIBIT B

FINANCING AGREEMENT

[On file in the office of the City Clerk]

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI**

and

**UMB BANK, N.A.,
as Trustee**

TRUST INDENTURE

Dated as of September 1, 2024

Relating to:

The Industrial Development Authority of the County of Cape Girardeau, Missouri

**[\$[*Principal Amount*]
Tax Increment and Special District Revenue Bonds
(West Park Mall Redevelopment Project)
Series 2024**

TRUST INDENTURE

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Exhibit A – Form of Series 2024 Bonds

Exhibit B – Form of Written Request for Payment of Costs of Issuance

Exhibit C – Additional Bonds Redemption Amounts and Minimum Cumulative Additional Bonds
Redemption Amounts

Exhibit D – Scheduled Redemption Amounts and Minimum Cumulative Scheduled Redemption Amounts

TRUST INDENTURE

THIS TRUST INDENTURE (this “*Indenture*”), made and entered into as of September 1, 2024, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*Authority*”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “*Trustee*”);

RECITALS:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “*Act*”) to issue bonds for the purpose of paying all or part of the cost of any “project,” as defined in the Act.

2. The City of Cape Girardeau, Missouri (the “*City*”), is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “*TIF Act*”), to implement redevelopment projects and to provide for the costs thereof.

3. In accordance with the requirements of the TIF Act, the City Council of the City adopted:

A. Ordinance No. 5685 on October 2, 2023, approving the RCC Tax Increment Financing Redevelopment Plan (the “*Redevelopment Plan*”) and designating the “*Redevelopment Area*” described therein as a redevelopment area under the TIF Act; and

B. Ordinance No. 5692 on October 16, 2023 approving a Redevelopment Agreement between the City and River City Centre, LLC (the “*Developer*”), regarding the implementation of the Redevelopment Plan. The Redevelopment Agreement was executed as of October 27, 2023.

4. On October 2, 2023, the City Council of the City adopted Ordinance No. 5686 approving a petition for the establishment of the RCC Community Improvement District (the “*CID*”) in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “*CID Act*”).

5. On December 12, 2023, the Board of Directors of the CID adopted Resolution No. 2023-12 approving a Cooperation Agreement (the “*Cooperation Agreement*”) among the City, the Developer, the CID and the RCC Transportation Development District (the “*TDD*”).

6. On March 18, 2024, the City Council of the City adopted Ordinance No. 5743 approving the Cooperation Agreement.

7. On August __, 2024, the Board of Directors of the CID adopted Resolution No. ____ (the “*CID Bond Resolution*”) (a) approving the form of this Indenture and authorizing the issuance of the Series 2024 Bonds, (b) approving the Financing Agreement, and (c) approving other documents related to the Series 2024 Bonds.

8. On August __, 2024, the Board of Directors of the TDD adopted Resolution No. ____ (the “*TDD Bond Resolution*”) (a) approving the Cooperation Agreement, (b) approving the form of this

Indenture and authorizing the issuance of the Series 2024 Bonds, (c) approving the Financing Agreement, and (d) approving other documents related to the Series 2024 Bonds.

9. On September __, 2024, the City Council of the City adopted:

A. Ordinance No. ____ approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” (the “RPA 1 Redevelopment Project”), which includes the redevelopment of a part of the northeastern portion of the shopping center now known as “West Park Mall;” and

B. Ordinance No. ____ (the “City Bond Ordinance”) (1) approving the form of this Indenture and authorizing the issuance of the Authority’s Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024 (the “Series 2024 Bonds”), (2) approving a Financing Agreement among the Authority, the City, the CID, the TDD and the Developer (the “Financing Agreement”), and (3) approving other documents related to the Series 2024 Bonds.

10. On _____, 2024, the Board of Directors of the Authority adopted Resolution No. ____ (the “Authority Bond Resolution”) (a) approving this Indenture, the Financing Agreement and other documents related to the Series 2024 Bonds and (b) authorizing the issuance of the Series 2024 Bonds, for the purpose of (1) reimbursing the Developer for certain costs relating to the redevelopment of West Park Mall, (2) funding a debt service reserve fund to secure the Series 2024 Bonds, (3) funding capitalized interest on the Series 2024 Bonds, and (4) paying the costs of issuance of the Series 2024 Bonds.

11. Pursuant to the Authority Bond Resolution, the Authority is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Series 2024 Bonds and any Additional Bonds (together, the “Bonds”) as hereinafter provided.

12. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Authority, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of, redemption premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Authority, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors and assigns in and to, all and singular the property described in paragraphs (a) and (b) below (said property being herein referred to as the “Trust Estate”), to wit:

(a) All right, title and interest of the Authority in the Financing Agreement (including, but not limited to, the right to enforce any of the terms thereof) and in the Net Revenues (as defined herein) pledged to the Authority by the City, the CID and the TDD (excluding the hereinafter-defined Unassigned Authority's Rights); and

(b) All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except payments required to be made to meet the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended, whether or not held in the hereinafter-defined Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that if the Authority or its successors or assigns pays or causes to be paid the principal of such Bonds with redemption premium, if any, and interest, according to the provisions set forth in the Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX**, and also pays or causes to be paid all other sums payable hereunder by the Authority, then these presents and the estate and rights hereby granted shall cease, terminate and become void; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

“Act” means the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri.

“Additional Bonds” means any Additional Bonds issued pursuant to **Section 209**.

“Additional Bonds Redemption Amount” means (a) with respect to the Series 2024 Bonds, the Additional Bonds Redemption Amount as of each Bond Payment Date, as shown on **Exhibit C**, and (b) with respect to any Additional Bonds, the Additional Bonds Redemption Amount as of each Bond Payment Date, as shown on an exhibit to the Supplemental Indenture related to such Additional Bonds.

“Approved Investor” means (a) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, or (b) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Authority” means The Industrial Development Authority of the County of Cape Girardeau, Missouri, its successors and assigns.

“Authority Bond Resolution” shall have the meaning set forth in the recitals of this Indenture.

“Authorized Authority Representative” means the President or Vice President of the Authority or any Person from time to time designated to act on behalf of the Authority as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the Authority by the President or Vice President. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized Authority Representative.

“Authorized CID Representative” means the CID’s Chairman or Secretary or any Person from time to time designated to act on behalf of the CID as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the CID by the Chairman or Secretary. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized CID Representative.

“Authorized City Representative” means the City Manager or any Person from time to time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by the City Manager. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof, except that Additional Bonds may be issued in any Authorized Denomination specified in the Supplemental Indenture authorizing such Additional Bonds.

“Authorized TDD Representative” means the TDD’s Chairman or Secretary or any Person from time to time designated to act on behalf of the TDD as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the TDD by the Chairman or Secretary. Such certificate may designate an alternate or alternates, each of whom may perform all duties of the Authorized TDD Representative.

“Beneficial Owner” means the Person in whose name any Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person’s subrogee.

“Bond” or **“Bonds”** means, collectively, the Series 2024 Bonds and any Additional Bonds.

“Bond Counsel” means Gilmore & Bell, P.C. or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating

to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Authority and the Trustee.

“Bond Payment Date” means any date on which the principal of, redemption premium, if any, or interest on any Bonds is payable.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the applicable corporate trust office of the Trustee is located are required or authorized by law to close.

“Cede & Co.” means Cede & Co., the nominee of the Securities Depository, and any successor nominee of the Securities Depository.

“Certificate of Reimbursable Redevelopment Project Costs” shall have the meaning set forth in the Redevelopment Agreement.

“CID” means the RCC Community Improvement District.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri.

“CID Annual Operating Costs” means the actual costs and expenses incurred by the CID to administer the CID and necessary to comply with the CID Act, the Redevelopment Agreement and the Cooperation Agreement, which, for calendar year 2023 shall equal \$15,000 and, for each subsequent year, shall equal the preceding year’s CID Annual Operating Costs increased by 3% (unless a lesser amount is requested by the CID). (For certainty, the CID Annual Operating Costs for calendar year 2024 shall equal \$15,450.)

“CID Bond Resolution” shall have the meaning set forth in the recitals of this Indenture.

“CID Funding Percentage” means (a) initially, _____% or (b) such higher percentage as is specified in a certificate executed by the CID and accompanied by an opinion of counsel to the CID and addressed to the City, the Trustee, the CID and the Authority, stating the percentage of Reimbursable Redevelopment Project Costs that may be funded by the CID under State law.

“CID Portion of CID Sales Tax Revenues” means the CID Sales Tax Revenues, less (a) the TIF Portion of CID Sales Tax Revenues and (b) CID Annual Operating Costs. For the avoidance of doubt, with respect to each RPA, the TIF Portion of CID Sales Tax Revenues will cease to exist on the day before the 23rd anniversary of the effective date of the ordinance authorizing tax increment financing within such RPA (e.g., with respect to RPA 1, the TIF Portion of CID Sales Tax Revenues will cease to exist on September [*12*], 2047). The CID Portion of CID Sales Tax Revenues shall be deposited into the CID Revenues Account of the Revenue Fund pursuant to **Section 402(b)**.

“CID Project” shall have the meaning set forth in the Cooperation Agreement.

“CID Sales Tax” means the community improvement sales and use tax authorized by Section 67.1545 of the CID Act and imposed by the CID at the rate of one percent (1%).

“CID Sales Tax Revenues” means the revenues from the CID Sales Tax actually received by the CID from the Missouri Department of Revenue, excluding those revenues generated within Redevelopment Project Areas 3, 4, 5 and 6 as shown in the Redevelopment Plan. The term “CID Sales Tax Revenues” may

be amended by one or more Supplemental Indentures to include CID Sales Tax generated within other redevelopment project areas.

“**City**” means the City of Cape Girardeau, Missouri, an incorporated political subdivision of the State.

“**City Administrative Fee**” means, beginning in calendar year 2024, the sum of \$20,000 for each year until and including the year in which tax increment financing expires for the last RPA.

“**City Bond Ordinance**” shall have the meaning set forth in the recitals of this Indenture.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“**Committed Tenant**” means any business that has either (a) executed a lease for space within the Redevelopment Area, which lease requires the business to fully stock the store and open for at least one day, or (b) purchased land within the Redevelopment Area and has executed a contract for the construction of a building thereon.

“**Continuing Disclosure Agreement**” means the Continuing Disclosure Agreement dated as of September 1, 2024, by and among the CID, the TDD and UMB Bank, N.A., as dissemination agent, as may be amended from time to time.

“**Cooperation Agreement**” means the Cooperation Agreement dated as of September 1, 2024 among the City, the CID, the TDD and the Developer, as may be amended from time to time.

“**Debt Service Fund**” means the fund by that name created in **Section 401**.

“**Debt Service Requirements**” means, for any period of time for which calculated, the aggregate payments of Net Revenues made to date and to be made during such period in respect of principal of (whether at maturity or otherwise), redemption premium, if any, and interest on the Bonds, provided that such payments are excluded from Debt Service Requirements to the extent that cash or Investment Securities are on deposit in an irrevocable escrow or trust account and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay principal of, redemption premium, if any, and interest on the Bonds and are sufficient to pay such principal and interest.

“**Debt Service Reserve Fund**” means the fund by that name created in **Section 401**.

“**Debt Service Reserve Requirement**” means (a) with respect to the Series 2024 Bonds, the sum of \$_____ and (b) with respect to any series of Additional Bonds, the amount specified in the Supplemental Indenture authorizing such Additional Bonds, which shall be equal to the least of (1) 10% of the stated principal amount of such series of Additional Bonds, (2) the maximum annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date), or (3) 125% of the average annual principal and interest requirements on such series of Additional Bonds (determined as of the issue date).

“**Developer**” means River City Centre, LLC and any successors or assigns.

“**Economic Activity Taxes**” shall have the meaning assigned to such term in Section 99.805 of the TIF Act, but not including any license, tax or fee exempted from tax increment financing by State law.

“Event of Default” means any event or occurrence as defined in **Section 701**.

“Financing Agreement” means the Financing Agreement dated as of September 1, 2024, by and among the Authority, the City, the CID, the TDD and the Developer, as amended from time to time in accordance with the terms hereof.

“Government Securities” means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and backed by the full faith and credit thereof.

“Indenture” means this Trust Indenture dated as of September 1, 2024, by and between the Authority and the Trustee, as amended from time to time in accordance with the terms hereof.

“Investment Securities” means any of the following securities purchased in accordance with **Section 502**, if and to the extent the same are at the time legal for investment of the funds being invested:

(a) Government Securities;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account for the benefit of the Authority;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;

(e) U.S. dollar denominated deposit accounts, certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, including, without limitation, the Trustee or any of its affiliates, provided that such U.S. dollar denominated deposit accounts, certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clause (a) or (b), which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) money market mutual funds that are invested in Government Securities or agreements to repurchase Government Securities.

“Minimum Cumulative Additional Bonds Redemption Amount” means (a) with respect to the Series 2024 Bonds, the Minimum Cumulative Additional Bonds Redemption Amount as of each Bond Payment Date, as shown on **Exhibit C**, and (b) with respect to any Additional Bonds, the Minimum

Cumulative Additional Bonds Redemption Amount as of each Bond Payment Date, as shown on an exhibit to the Supplemental Indenture related to such Additional Bonds.

“**Minimum Cumulative Scheduled Redemption Amount**” means (a) with respect to the Series 2024 Bonds, the Minimum Cumulative Scheduled Redemption Amount as of each Bond Payment Date, as shown on **Exhibit D**, and (b) with respect to any Additional Bonds, the Minimum Cumulative Scheduled Redemption Amount as of each Bond Payment Date, as shown on an exhibit to the Supplemental Indenture related to such Additional Bonds.

“**Net Revenues**” means, collectively:

(a) all moneys deposited into the RPA 1 Subaccount of the PILOTS Account of the Special Allocation Fund (including investment earnings thereon);

(b) subject to annual appropriation by the City, all moneys deposited or deemed to have been deposited into the RPA 1 Subaccount of the EATS Account of the Special Allocation Fund (including, without limitation, 50% of the incremental Economic Activity Taxes generated in RPA 1, including the TIF Portion of CID Sales Tax Revenues generated within RPA 1 and the TIF Portion of TDD Sales Tax Revenues generated within RPA 1, and interest earnings thereon, but excluding any Economic Activity Taxes declared as surplus pursuant to **Sections 3.9(b), 6.1(3)(B), 6.3(c) and 6.3(d)** of the Redevelopment Agreement);

(c) subject to annual appropriation by the City, all CID Sales Tax Revenues and TDD Sales Tax Revenues deposited or deemed to have been deposited into the RPA 2 Subaccount of the EATS Account of the Special Allocation Fund (i.e., the TIF Portion of CID Sales Tax Revenues generated within RPA 2 and the TIF Portion of TDD Sales Tax Revenues generated within RPA 2, if tax increment financing is adopted within RPA 2 while the Bonds are Outstanding);

(d) subject to annual appropriation by the CID, the CID Portion of CID Sales Tax Revenues;

(e) subject to annual appropriation by the TDD, the TDD Portion of TDD Sales Tax Revenues; and

(f) monies in any other fund of the City, the CID or the TDD that have been appropriated, pledged or otherwise agreed upon to be made available to the repayment of the Bonds;

less the City Administrative Fee.

Net Revenues do not include (1) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (2) any sum received by the City, the CID or the TDD that is the subject of a suit or other claim communicated to the City, the CID or the TDD that challenges the collection of such sum until such suit or claim is resolved in favor of the City, the CID or the TDD, as applicable, and (3) costs of enforcing the assessment of real property and improvements within RPA 1 and the payment and collection of Payments in Lieu of Taxes, Economic Activity Taxes, CID Sales Tax Revenues and TDD Sales Tax Revenues.

The term “Net Revenues” may be amended by one or more Supplemental Indentures to include other moneys deposited into other subaccounts of the PILOTS Account and EATS Account of the Special Allocation Fund and any other fund of the City, the CID or the TDD that have been appropriated, pledged or otherwise agreed upon to be made available to the repayment of the Bonds and, if so amended, shall be

used as though such definition were originally set forth herein unless such definition clearly indicates a different use.

“Open Tenants” means those businesses operating within the Redevelopment Area when the Authority approves the issuance of any Additional Bonds.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) Bond Counsel or counsel to the Authority, the City, the CID, the TDD, the Developer, the Owners or the Trustee, and who is acceptable to the Trustee.

“Outstanding” means when used in reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds that are deemed to have been paid in accordance with **Section 902**;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen and for which indemnity has been received as provided in **Section 206**; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the Person in whose name any Bond is registered on the Register.

“Participant” means any broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as securities depository.

“Paying Agent” means the Trustee or any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of, redemption premium, if any, and interest on the Bonds shall be payable.

“Payments in Lieu of Taxes” means those payments in lieu of taxes (as defined in Sections 99.805 and 99.845 of the TIF Act), if any, attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in RPA 1 over and above the certified total initial equalized assessed valuation of the real property in RPA 1, as provided for by Section 99.845 of the TIF Act.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means all Net Revenues and all moneys held in the Revenue Fund, the Debt Service Fund and the Debt Service Reserve Fund under this Indenture, together with investment earnings thereon, as further set forth in **Section 402**.

“Project Fund” means the fund by that name created in **Section 401**.

“**Purchaser**” means (a) with respect to the Series 2024 Bonds, Stifel, Nicolaus & Company, Incorporated and (b) with respect to any Additional Bonds, the purchaser thereof named in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

“**Rebate Fund**” means the fund by that name created in **Section 401**.

“**Record Date**” for the interest payable on any Bond Payment Date means the 15th day, whether or not a Business Day, of the month preceding the Bond Payment Date.

“**Redevelopment Agreement**” means the Redevelopment Agreement dated as of October 27, 2023, between the City and the Developer, as may be amended from time to time in accordance with its terms.

“**Redevelopment Area**” has the meaning set forth in the recitals hereto.

“**Redevelopment Plan**” means the “RCC Tax Increment Financing Redevelopment Plan,” as may be amended from time to time.

“**Register**” means the registration books of the Authority kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“**Reimbursable Redevelopment Project Costs**” shall have the meaning set forth in the Redevelopment Agreement.

“**Representation Letter**” means the Representation Letter from the Authority and the Trustee to the Securities Depository.

“**Revenue Fund**” means the fund by that name created in **Section 401**.

“**RPA**” means one of the separate redevelopment project areas into which the Redevelopment Area has been divided, as further described in the Redevelopment Plan.

“**RPA 1**” means the portion of the Redevelopment Area described in the Redevelopment Plan as RPA 1, which is an approximately 13.14-acre tract containing a part of the northeastern portion of West Park Mall.

“**RPA 1 Redevelopment Project**” has the meaning set forth in the recitals hereto.

“**RPA 2**” means the portion of the Redevelopment Area described in the Redevelopment Plan as RPA 2, which is an approximately 45.54-acre tract.

“**Scheduled Redemption Amount**” means (a) with respect to the Series 2024 Bonds, the Scheduled Redemption Amount as of each Bond Payment Date, as shown on **Exhibit D**, and (b) with respect to any Additional Bonds, the Scheduled Redemption Amount as of each Bond Payment Date, as shown on an exhibit to the Supplemental Indenture related to such Additional Bonds.

“**Securities Depository**” means The Depository Trust Company, New York, New York.

“Series 2024 Bonds” means the Authority’s Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024, in the aggregate original principal amount of \$[*Principal Amount*].

“Special Allocation Fund” means the “RCC Tax Increment Financing Redevelopment Area Special Allocation Fund,” created in accordance with Section 99.845 of the TIF Act and Ordinance No. _____ of the City adopted on September ____, 2024, authorizing the adoption of tax increment financing within RPA 1, and within such fund, a PILOTS Account and an EATS Account.

“State” means the State of Missouri.

“Supplemental Financing Agreement” means any financing agreement supplemental or amendatory to the Financing Agreement entered into by the Authority, the City, the CID and the TDD pursuant to **Article X**.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to **Article X**.

“Tax-Exempt Bonds” means the Series 2024 Bonds and any other Bonds issued under this Indenture, the interest on which is excludable from gross income of the Owners thereof for federal and State income tax purposes.

“Tax Compliance Agreement” means the Tax Compliance Agreement executed by the City, the CID, the TDD, the Authority and the Trustee in connection with the issuance of the Tax-Exempt Bonds, as amended from time to time in accordance with the terms thereof.

“TDD” means the RCC Transportation Development District.

“TDD Act” means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

“TDD Annual Operating Costs” means the actual costs and expenses incurred by the TDD to administer the TDD and necessary to comply with the TDD Act, the Redevelopment Agreement and the Cooperation Agreement, which, for calendar year 2023 shall equal \$15,000 and, for each subsequent year, shall equal the preceding year’s TDD Annual Operating Costs increased by 3% (unless a lesser amount is requested by the TDD). (For certainty, the TDD Annual Operating Costs for calendar year 2024 shall equal \$15,450.)

“TDD Bond Resolution” shall have the meaning set forth in the recitals of this Indenture.

“TDD Funding Percentage” means (a) initially, _____% or (b) such higher percentage as is specified in a certificate executed by the TDD and accompanied by an opinion of counsel to the TDD and addressed to the City, the Trustee, the TDD and the Authority, stating the percentage of Reimbursable Redevelopment Project Costs that may be funded by the TDD under State law.

“TDD Portion of TDD Sales Tax Revenues” means the TDD Sales Tax Revenues, less (a) the TIF Portion of TDD Sales Tax Revenues and (b) TDD Annual Operating Costs. For the avoidance of doubt, with respect to each RPA, the TIF Portion of TDD Sales Tax Revenues will cease to exist on the day before the 23rd anniversary of the effective date of the ordinance authorizing tax increment financing within such RPA (e.g., with respect to RPA 1, the TIF Portion of TDD Sales Tax Revenues will cease to exist on

September [*12*], 2047). The TDD Portion of TDD Sales Tax Revenues shall be deposited into the TDD Revenues Account of the Revenue Fund pursuant to **Section 402(c)**.

“TDD Project” shall have the meaning set forth in the Cooperation Agreement.

“TDD Sales Tax” means the transportation development district sales tax authorized by Section 238.235 of the TDD Act and imposed by the TDD at the rate of one percent (1%).

“TDD Sales Tax Revenues” means the revenues from the TDD Sales Tax actually received by the TDD from the Missouri Department of Revenue, excluding those revenues generated within Redevelopment Project Areas 3, 4, 5 and 6 as shown in the Redevelopment Plan. The term “TDD Sales Tax Revenues” may be amended by one or more Supplemental Indentures to include TDD Sales Tax generated within other redevelopment project areas.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri.

“TIF Portion of CID Sales Tax Revenues” means 50% of the CID Sales Tax Revenues generated within any RPA for which tax increment financing has been adopted and remains in effect. The TIF Portion of CID Sales Tax Revenues shall be deposited into the EATS Account of the Revenue Fund pursuant to **Section 402(b)**.

“TIF Portion of TDD Sales Tax Revenues” means 50% of the TDD Sales Tax Revenues generated within any RPA for which tax increment financing has been adopted and remains in effect. The TIF Portion of TDD Sales Tax Revenues shall be deposited into the EATS Account of the Revenue Fund pursuant to **Section 402(c)**.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Unassigned Authority’s Rights” means the Authority’s rights to payment of its fees and expenses (including legal fees incurred in the defense of any litigation involving the Bonds and any rebate obligations, fines and penalties owed), to be indemnified in certain events, to receive notices, reports and other statements, and to consent to certain matters, including, but not limited to, any Supplemental Financing Agreements or Supplemental Indentures.

Section 102. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(f) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(g) All references in this Indenture to designated “articles,” “sections” and other subdivisions are, unless otherwise specified, to the designated articles, sections and other subdivisions of this Indenture as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular article, section or other subdivision.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

(a) *Authorized Amount of Bonds.* No Bonds may be issued under the provisions of this Indenture except in accordance with this Article.

(b) *Title of Bonds.* The Series 2024 Bonds authorized to be issued under this Indenture shall be designated “Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024.” The designation of any Additional Bonds shall be provided in the Supplemental Indenture pursuant to which the Additional Bonds are issued.

(c) *Form of Bonds.* The Series 2024 Bonds shall be substantially in the form set forth in **Exhibit A**, and any Additional Bonds shall be in the form specified in the Supplemental Indenture under which such Additional Bonds are issued, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or a Supplemental Indenture, as applicable, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(d) *Denominations.* The Bonds shall be issuable as fully-registered bonds in Authorized Denominations.

(e) *Numbering.* Unless the Authority directs otherwise, the Bonds of each series shall be numbered from R-1 upward.

(f) *Dating.*

(1) The Series 2024 Bonds shall be dated as of the date of initial issuance and delivery thereof.

(2) Each series of Additional Bonds shall be dated as of the date specified in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds.

(g) *Method and Place of Payment.* The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Payment of the principal of, redemption premium, if any, or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Register as of the close of business of the Trustee on the Record Date for such Bond Payment Date, or (2) by electronic transfer to such Owner upon written notice delivered to the Trustee not less than five days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank, ABA routing number, account name and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable.

Section 202. Nature of Obligations.

(a) The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture.

(b) The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or any political subdivision thereof but shall be payable solely from the funds provided for in the Financing Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. None of the City, the CID or the TDD shall, in any event, be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City, the CID, the TDD or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

(c) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES GENERATED WITHIN RPA 1 TERMINATES ON SEPTEMBER [*12*], 2047, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, (2) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF CID SALES TAX REVENUES AND TDD SALES TAX REVENUES DEPOSITED OR DEEMED TO HAVE BEEN DEPOSITED INTO THE RPA 2 SUBACCOUNT OF THE EATS ACCOUNT OF THE SPECIAL ALLOCATION FUND TERMINATES ON THE DAY BEFORE THE 23RD ANNIVERSARY OF THE EFFECTIVE DATE OF THE ORDINANCE AUTHORIZING TAX INCREMENT FINANCING WITHIN RPA 2, (3) THE OBLIGATION OF**

THE CID TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE CID PORTION OF CID SALES TAX REVENUES TERMINATES ON OCTOBER 11, 2050 (OR SUCH LATER DATE TO WHICH THE TERM OF THE CID IS EXTENDED), WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL AND (4) THE OBLIGATION OF THE TDD TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE TDD PORTION OF TDD SALES TAX REVENUES TERMINATES ON MARCH 31, 2065, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.

(d) Any other term or provision in this Indenture or elsewhere to the contrary notwithstanding, any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture, the Financing Agreement or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively, the “Obligations”), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted: (1) Bond proceeds and investments therefrom, and (2) payments derived from the Bonds, this Indenture (including the Trust Estate to the extent provided in this Indenture) and the Financing Agreement (except for the Unassigned Authority’s Rights and as otherwise expressly set forth therein).

Section 203. Execution, Authentication and Delivery of Bonds.

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the President or Vice President of the Authority and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Authority and shall have the corporate seal of the Authority affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A**, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) Subject to the restrictions of paragraph (c) of this **Section 204**, any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be

satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully-registered Bond or Bonds, registered in the name of the transferee, of the same series and maturity and of any Authorized Denomination.

(c) **The Series 2024 Bonds and beneficial interests therein may only be purchased by or transferred to Approved Investors.** Each purchaser of the Series 2024 Bonds will be deemed to have represented and agreed as follows:

The purchaser (1) is an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 and (2) is acquiring the Series 2024 Bonds for its own account or for the account of an accredited investor or a qualified institutional buyer, as the case may be, and not with a view to the further distribution thereof but expressly reserves the right to sell the Series 2024 Bonds. A purchaser who is a qualified institutional buyer may sell all or a portion of the Series 2024 Bonds to broker-dealers, and any resales by such broker-dealers must be to an accredited investor or a qualified institutional buyer.

(d) Any Bond, upon surrender thereof at the payment office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same series and maturity, of any Authorized Denomination, bearing interest at the same rate, and registered in the name of the Owner.

(e) In all cases in which Bonds are exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(f) The Authority or the Trustee may make a charge against each Owner requesting a transfer or exchange of Bonds for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, the cost of printing, if any, each new Bond issued upon any transfer or exchange and the reasonable expenses of the Authority and the Trustee in connection therewith, and such charge shall be paid before any such new Bond shall be delivered. The Authority or the Trustee may levy a charge against an Owner sufficient to reimburse it for any governmental charge required to be paid if such Owner fails to provide a correct taxpayer identification number to the Trustee. Such charge may be deducted from amounts otherwise due to such Owner hereunder or under the Bonds.

(g) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the Authority, the CID, the TDD, the Developer, the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(h) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of, redemption premium, if any, and interest on any such Bond shall be made only to or upon the order of the Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

(a) The Series 2024 Bonds in the aggregate original principal amount of \$[*Principal Amount*] shall be issued and secured by this Indenture.

(b) The Bonds shall become due and bear interest as follows:

(1) The Series 2024 Bonds shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III**, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Bond Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2025:

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2044	\$	%
2054		

(2) The Additional Bonds shall become due and bear interest as described in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

(d) The Series 2024 Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2024 Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Authority Bond Resolution, certified by the Secretary or Assistant Secretary of the Authority, approving the issuance of the Series 2024 Bonds and authorizing the execution of this Indenture, the Financing Agreement and the Tax Compliance Agreement.

(2) A copy of the City Bond Ordinance, certified by the City Clerk, approving the issuance of the Series 2024 Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(3) A copy of the CID Bond Resolution, certified by the CID’s secretary, authorizing the issuance of the Series 2024 Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(4) A copy of the TDD Bond Resolution, certified by the TDD's secretary, authorizing the issuance of the Series 2024 Bonds pursuant to this Indenture and authorizing the execution and delivery of the Financing Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(5) Copies of this Indenture, the Financing Agreement, the Cooperation Agreement, the Continuing Disclosure Agreement and the Tax Compliance Agreement.

(6) An opinion of Bond Counsel to the effect that the Series 2024 Bonds constitute valid and legally binding obligations of the Authority and that the interest on the Series 2024 Bonds is excludable from gross income of the Owners thereof for federal and State income tax purposes.

(7) An opinion of Bond Counsel to the effect that the Series 2024 Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(8) A request and authorization to the Trustee executed by the Authority to authenticate the Series 2024 Bonds and deliver the Series 2024 Bonds to or upon the order of the Purchaser upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Purchaser and the amount of the purchase price of the Series 2024 Bonds.

(9) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Series 2024 Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2024 Bonds to or upon the order of the Purchaser but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the Authority and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the Authority.

Section 208. Securities Depository.

(a) The Bonds shall be initially issued as one single authenticated fully-registered bond for each maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Register of the Authority kept by the Trustee in the name of Cede & Co., as nominee of the Securities Depository. The Trustee and the Authority may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of, redemption premium, if any, and interest on the Bonds, giving any notice permitted or required to be given to Owners of Bonds under this Indenture, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person that is not shown on the Register kept by the Trustee as being an Owner of any Bonds, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, with respect to the payment by the Securities Depository or any Participant of any amount with respect to the principal of, redemption premium, if any, or interest on the Bonds, with respect to any notice which is permitted or required to be given to Owners of Bonds under this Indenture or with respect to any consent given or other action taken by the Securities Depository as Owner of the Bonds. The Trustee shall pay all principal of, redemption premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal of, redemption premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than the Securities Depository or the Trustee as the Securities Depository's "FAST" Agent shall receive an authenticated Bond evidencing the obligation of the Authority to make payments of principal and interest. Upon delivery by the Securities Depository to the Trustee of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) If Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain bond certificates, such Participants may notify the Securities Depository and the Trustee, whereupon the Securities Depository shall notify the Participants of the availability through the Securities Depository of bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (d) hereof. The Trustee may conclusively rely on information from the Securities Depository or any Participant as to the principal amount held by and the names and addresses of the Beneficial Owners of the Bonds.

(c) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Securities Depository, all payments with respect to the principal of, redemption premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in the Representation Letter.

(d) If any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Indenture. If Bonds are issued to holders other than Cede & Co., its successor as nominee for the Securities Depository as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Indenture shall also apply to all matters relating thereto,

including, without limitation, the printing of such Bonds and the method of payment of principal of, redemption premium, if any, and interest on such Bonds.

Section 209. Additional Bonds.

(a) Additional Bonds may only be issued under this Indenture upon compliance with the conditions set forth in this Section.

(b) Before any Additional Bonds are issued under the provisions of this Section, the Authority shall adopt a resolution (1) authorizing the issuance of Additional Bonds and fixing the principal amount thereof, (2) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing the Additional Bonds and establishing the terms and provisions of the Additional Bonds, including securing the Additional Bonds with reserve funds or other credit enhancements that do not secure other Bonds Outstanding, and (3) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, do not materially adversely affect the security for the Owners of the Bonds previously issued.

(c) The Additional Bonds shall have the same general title as the Series 2024 Bonds, except for an identifying series letter or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III**) as provided by the Supplemental Indenture authorizing the issuance of the Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, the Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2024 Bonds, and any other Additional Bonds issued on a parity with the Series 2024 Bonds, upon compliance with the terms of this Section.

(d) The Additional Bonds shall be executed in the manner set forth in **Section 203** and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) A copy, certified by the Secretary or Assistant Secretary of the Authority, of the resolution adopted by the Board of Directors authorizing the issuance of the Additional Bonds and the execution of the Supplemental Indenture and supplements to any other documents as may be necessary.

(2) An executed counterpart of the Supplemental Indenture, executed by the Authority and the Trustee, authorizing the issuance of the Additional Bonds, specifying the terms thereof, and providing for the disposition of the proceeds of such bonds.

(3) A copy of the ordinance of the City, certified by the City Clerk, requesting the issuance of the Additional Bonds pursuant to the Supplemental Indenture.

(4) A copy of the resolution of the CID, certified by the CID's secretary, requesting the issuance of the Additional Bonds pursuant to the Supplemental Indenture.

(5) A copy of the resolution of the TDD, certified by the TDD's secretary, requesting the issuance of the Additional Bonds pursuant to the Supplemental Indenture.

(6) A certificate of the Authority stating that, to its knowledge, no Event of Default under this Indenture has occurred and is continuing and that no event has occurred and is continuing that, with the lapse of time or giving of notice, or both, would constitute an Event of Default.

(7) A request and authorization to the Trustee executed by the Authority to authenticate the Additional Bonds and deliver the Additional Bonds to or upon the order of the purchasers therein identified upon payment, for the account of the Authority, of the purchase price thereof. The Trustee may rely conclusively upon such request and authorization as to the names of the purchasers and the amount of such purchase price.

(8) An opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met, that such Additional Bonds constitute valid and legally binding obligations of the Authority, and that the issuance of such Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming includable in gross income for purposes of federal income taxation.

(9) Such other certificates, statements, opinions, receipts and documents required by the Supplemental Indenture or as the Authority or the Trustee reasonably require for the delivery of the Additional Bonds.

(e) When the documents specified in (d) above have been filed with the Trustee, the terms specified in (f) below have been complied with, and the Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of the Additional Bonds. The proceeds of the sale of the Additional Bonds, including accrued interest and premium thereon, if any, paid over to the Trustee shall be deposited and applied by the Trustee as provided in **Article IV** and in the Supplemental Indenture authorizing the issuance of the Additional Bonds.

(f) No Additional Bonds shall be issued unless:

(1) the Purchaser of the Series 2024 Bonds and the Purchaser of the Additional Bonds receive:

(A) a certificate of the Trustee confirming that, as of (i) the most recent Bond Payment Date or (ii) the Bond Payment Date for any Series 2024 Bonds to be redeemed using proceeds of the Additional Bonds, the actual cumulative redemptions of the Series 2024 Bonds have equaled or exceeded the Minimum Cumulative Additional Bonds Redemption Amount shown on **Exhibit C** and, if other Bonds are Outstanding, that the cumulative redemptions of such Bonds are not less than the Minimum Cumulative Additional Bonds Redemption Amounts set forth in the Supplemental Indentures authorizing the issuance of such Bonds; and

(B) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (based on 100% of the revenue projections prepared by a planning consultant reasonably acceptable to the City, the Authority, the Purchaser of the Series 2024 Bonds and, if applicable, the Purchaser of any other Outstanding Bonds), when accounting for the principal and interest to be paid on the Additional Bonds, are expected to permit the final redemption of the Series 2024 Bonds on or before the last date shown for the Minimum Cumulative Additional Bonds Redemption Amount on **Exhibit C** and, if other Bonds are Outstanding, the final redemption of such Bonds on or before the last date shown

for the Minimum Cumulative Additional Bonds Redemption Amount on an exhibit to the Supplemental Indenture authorizing the issuance of such Bonds; and

(C) a certificate of the Purchaser of the Additional Bonds showing that the projected Net Revenues (which shall be determined by applying coverage factors of 1.25x to any debt service supported by Payments in Lieu of Taxes and 1.40x to any debt service supported by Economic Activity Taxes or other sales tax revenues, as projected in the revenue projections prepared by a planning consultant reasonably acceptable to the City, the Authority, the Purchaser of the Series 2024 Bonds and, if applicable, the Purchaser of any other Outstanding Bonds) are expected to permit the redemption of the Series 2024 Bonds and all Additional Bonds, including those to be issued, on or before the final maturity date thereof.

For purposes of the foregoing: (1) Net Revenues consisting of Economic Activity Taxes and Payments in Lieu of Taxes may only include revenues from Committed Tenants and Open Tenants located within those RPAs for which tax increment financing has been adopted, (2) Net Revenues consisting of CID Sales Tax Revenues and TDD Sales Tax Revenues may only include revenues from Committed Tenants and Open Tenants and (3) the certificate of the Purchaser of the Additional Bonds may take into account the use of the Debt Service Reserve Fund for the final payment of any Outstanding Bonds.

(2) the accounts within the Debt Service Reserve Fund are fully funded in the amounts of their respective Debt Service Reserve Requirements; and

(3) the terms of any Additional Bonds (A) provide that the Bond Payment Dates on such Additional Bonds are the same as the Series 2024 Bonds (except that the maturity dates of any of the Additional Bonds may extend beyond the maturity dates of the Series 2024 Bonds) and (B) do not permit the maturity of the Additional Bonds prior to the final maturity date of the Series 2024 Bonds.

(g) Except as provided in this Section, the Authority will not otherwise issue any Additional Bonds or other obligations on a parity with the Series 2024 Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds issued pursuant to **Section 209** shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and **Article II** and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of Series 2024 Bonds.

(a) *Optional Redemption.* The Series 2024 Bonds are subject to optional redemption by the Authority, at the written direction of the City, in whole or in part on any date set forth below, at the redemption prices set forth below (expressed as a percentage of the principal amount being redeemed), plus accrued interest to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
November 1, 2029 through October 31, 2030	103%
November 1, 2030 through October 31, 2031	102
November 1, 2031 through October 31, 2032	101
November 1, 2032 and thereafter	100

(b) *Special Mandatory Redemption.*

(1) The Series 2024 Bonds are subject to special mandatory redemption by the Authority on any Bond Payment Date on and after May 1, 2026, in order of maturity, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Series 2024 Bonds previously called for redemption pursuant to **Section 302(a)**) that is on deposit in the Series 2024 Subaccount of the Redemption Account of the Debt Service Fund 40 days before each Bond Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(2) The Series 2024 Bonds are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in (A) the Revenue Fund, (B) the Series 2024 Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund and (C) the Series 2024 Account of the Debt Service Reserve Fund are sufficient to redeem all of the Series 2024 Bonds at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Section 303. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds of such series to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine. If less than all Outstanding Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity that have not previously been called for redemption, by lot or in such other equitable manner as the Trustee may determine.

(b) In the case of a partial redemption of Bonds of any series, when Bonds of such series of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption, each Authorized Denomination unit of face value shall be treated as though it were a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of

principal amount called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than the minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

(a) In the case of Bonds called for optional redemption, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 40 days (unless a shorter period is satisfactory to the Trustee) prior to the redemption date of a written request of the Authority. The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Authority.

(b) Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Register.

(c) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the payment office of the Trustee or such other office as the Trustee may designate, and

(6) if applicable, that the optional redemption of Bonds is conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date.

(d) In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of any Bonds.

(e) The Trustee shall mail by first-class mail to the Authority, the City, the Developer, the CID and the TDD a copy of each such redemption notice.

(f) Any notice of optional redemption may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(g) So long as the Securities Depository is effecting book-entry transfers of a series of Bonds, the Trustee shall provide the notices of redemption specified in this Section with respect to such Bonds only to the Securities Depository. It is expected that the Securities Depository will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner, to notify the Beneficial Owner of any Bond so affected, shall not affect the validity of the redemption of such Bond.

(h) The failure of any Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, the Authority shall deposit moneys or Government Securities with the Trustee as provided in **Section 402** to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304**, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds and Accounts; Application of Bond Proceeds and Other Moneys.

(a) The following funds and accounts of the Authority are hereby created and established with the Trustee:

(1) Revenue Fund, which shall contain a PILOTS Account, an EATS Account, a CID Revenues Account and a TDD Revenues Account.

(2) Debt Service Fund, which shall contain a Debt Service Account, a Capitalized Interest Account and a Redemption Account and within each such account, a subaccount for each series of Bonds.

(3) Debt Service Reserve Fund, which shall contain a Series 2024 Account.

(4) Project Fund, which shall contain a Series 2024 Account.

- (5) Rebate Fund, which shall contain an account for each series of Tax-Exempt Bonds.

The Trustee may establish such additional accounts within the Debt Service Fund as it deems appropriate or helpful, but the establishment of any such additional accounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of the moneys therein.

(b) Each fund shall be maintained by the Trustee as a separate and distinct trust fund, and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

(c) The net proceeds received from the sale of the Series 2024 Bonds (after payment of the underwriter's discount) shall be deposited simultaneously with the delivery of the Series 2024 Bonds as follows:

- (1) the accrued interest, if any, received from the sale of the Series 2024 Bonds shall be deposited into the Series 2024 Subaccount of the Debt Service Account of the Debt Service Fund;
- (2) \$_____ (which is the Debt Service Reserve Requirement for the Series 2024 Bonds) shall be deposited into the Series 2024 Account of the Debt Service Reserve Fund;
- (3) \$_____ shall be deposited into the Series 2024 Subaccount of the Capitalized Interest Account of the Debt Service Fund; and
- (4) \$_____ shall be deposited into the Series 2024 Account of the Project Fund.

Section 402. Revenue Fund.

(a) The City has agreed, pursuant to the Financing Agreement, to transfer the following sums, together with a written report in substantially the form attached as **Exhibit A** to the Financing Agreement, to the Trustee on the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding:

- (1) all Net Revenues consisting of moneys on deposit in the RPA 1 Subaccount of the PILOTS Account of the Special Allocation Fund for deposit into the PILOTS Account of the Revenue Fund;
- (2) all Net Revenues consisting of moneys on deposit or deemed to have been deposited into the RPA 1 Subaccount of the EATS Account of the Special Allocation Fund for deposit into the EATS Account of the Revenue Fund; and
- (3) all Net Revenues consisting of the TIF Portion of CID Sales Tax Revenues and the TIF Portion of TDD Sales Tax Revenues on deposit or deemed to have been deposited into the RPA 2 Subaccount of the EATS Account of the Special Allocation Fund for deposit into the EATS Account of the Revenue Fund.

If the Trustee has not received the Net Revenues described above on or before the 17th calendar day of each month, the Trustee shall notify the Authority, the City, the Developer, the CID, the TDD and the Purchaser of such non-receipt. Notwithstanding the foregoing, the City will not make the transfers described in (1) and (2) above after September [*12*], 2047 (except as necessary to correct administrative

error) and will not make the transfer described in (3) above after the day before the 23rd anniversary of the effective date of the ordinance authorizing tax increment financing within RPA 2 (except as may be necessary to correct administrative error).

(b) The CID has agreed, pursuant to the Financing Agreement, to transfer, or cause to be transferred, the following sums, together with a written report in substantially the form attached as **Exhibit B** to the Financing Agreement, to the Trustee on the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding:

(1) all Net Revenues consisting of the CID Portion of CID Sales Tax Revenues for deposit in the CID Revenues Account of the Revenue Fund; and

(2) all Net Revenues consisting of the TIF Portion of CID Sales Tax Revenues for deposit in the EATS Account of the Revenue Fund.

If the Trustee has not received the Net Revenues described above on or before the 17th calendar day of each month, the Trustee shall notify the Authority, the City, the Developer, the CID and the Purchaser of such non-receipt. Notwithstanding the foregoing, the CID will not make the transfer described in (1) above after October 11, 2050 (or such later date to which the term of the CID is extended).

(c) The TDD has agreed, pursuant to the Financing Agreement, to transfer, or cause to be transferred, the following sums, together with a written report in substantially the form attached as **Exhibit B** to the Financing Agreement, to the Trustee on the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding:

(1) all Net Revenues consisting of the TDD Portion of TDD Sales Tax Revenues for deposit in the TDD Revenues Account of the Revenue Fund; and

(2) all Net Revenues consisting of the TIF Portion of TDD Sales Tax Revenues for deposit in the EATS Account of the Revenue Fund.

If the Trustee has not received the Net Revenues described above on or before the 17th calendar day of each month, the Trustee shall notify the Authority, the City, the Developer, the TDD and the Purchaser of such non-receipt. Notwithstanding the foregoing, the TDD will not make the transfer described in (1) above after March 31, 2065 (except as necessary to correct administrative error).

(d) On the 40th day or such other day as provided below (or if such day is not a Business Day, the immediately preceding Business Day) prior to each Bond Payment Date, the Trustee shall apply moneys in the Revenue Fund (drawing from the accounts of the Revenue Fund in this order: TDD Revenues Account, CID Revenues Account, PILOTS Account and EATS Account, unless otherwise indicated) to the extent necessary for the purposes and in the amounts as follows:

First, pay to the Trustee or any Paying Agent an amount sufficient to pay any fees and expenses that are due and owing to the Trustee or any Paying Agent for such calendar year, upon delivery to the Authority of an invoice for such amounts (provided that the payments to the Trustee and any Paying Agent may not exceed in the aggregate \$3,500 in any calendar year, except as otherwise provided in **Section 802**);

Second, upon submission of invoices therefor, pay (1) the extraordinary fees and expenses incurred by the City relating to the Redevelopment Plan and the Redevelopment Agreement, including any litigation costs not paid by the Developer pursuant to **Section 7.17** of the

Redevelopment Agreement, (2) the fees, expenses and other costs incurred by the Authority, the City, the CID and/or the TDD in connection with an audit, questionnaire or other request for information from any state or federal government entity, including legal fees incurred and any rebate obligations, fines or penalties imposed, (3) any third-party fees incurred by the City, the CID and/or the TDD in connection with the determination of Net Revenues, and (4) the fees, expenses and other costs incurred by the Authority or the City in connection with any default or Event of Default hereunder;

Third, transfer to the applicable account of the Rebate Fund, when necessary, an amount sufficient to pay rebate, if any, with respect to the Tax-Exempt Bonds, to the United States of America, owed under Section 148 of the Code, as the Trustee is directed in writing by the Authority in accordance with the Tax Compliance Agreement;

Fourth, transfer to the Series 2024 Subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient (taking into account amounts on deposit therein and in the Series 2024 Subaccount of the Capitalized Interest Account of the Debt Service Fund) to pay the interest and principal due (by reason of stated maturity) on the Series 2024 Bonds on the next Bond Payment Date and, if other Bonds are Outstanding, transfer to the applicable subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient (taking into account amounts on deposit therein and in the applicable subaccount of the Capitalized Interest Account of the Debt Service Fund) to pay the interest and principal due (by reason of stated maturity) on such other Bonds on the next Bond Payment Date;

Fifth, transfer to the Series 2024 Subaccount of the Redemption Account within the Debt Service Fund, an amount sufficient to redeem Series 2024 Bonds that are subject to redemption pursuant to **Section 302(b)(1)** in an amount equal to the greater of (1) the Scheduled Redemption Amount or (2) the amount required to redeem Series 2024 Bonds up to the Minimum Cumulative Scheduled Redemption Amount, both as shown on **Exhibit D**, for the next Bond Payment Date; and, if Additional Bonds are Outstanding, transfer to the applicable subaccount of the Redemption Account within the Debt Service Fund, an amount sufficient to redeem such Additional Bonds that are subject to special mandatory redemption as set forth in the Supplemental Indenture authorizing the issuance of such Additional Bonds in an amount equal to the greater of (A) the Scheduled Redemption Amount or (B) the amount required to redeem such Additional Bonds up to the Minimum Cumulative Scheduled Redemption Amount, both as shown on an exhibit to such Supplemental Indenture, on the next Bond Payment Date;

Sixth, if the amount on deposit in any account within the Debt Service Reserve Fund is less than the applicable Debt Service Reserve Requirement, transfer to such account an amount equal to the difference;

Seventh, transfer to the Series 2024 Subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient to pay the interest becoming due and payable on the Series 2024 Bonds on the second succeeding Bond Payment Date and, if Additional Bonds are Outstanding, transfer to the applicable subaccount of the Debt Service Account within the Debt Service Fund, an amount sufficient to pay the interest becoming due and payable on such Additional Bonds on the second succeeding Bond Payment Date;

Eighth, transfer to the Series 2024 Subaccount of the Redemption Account within the Debt Service Fund, all remaining Net Revenues to redeem any Series 2024 Bonds that are subject to redemption pursuant to **Section 302(b)(1)**; and

Ninth, following the payment in full of the Series 2024 Bonds, transfer to the applicable subaccount of the Redemption Account within the Debt Service Fund, all remaining Net Revenues to redeem other Bonds Outstanding in order of issuance date and then in order of maturity within each series (by way of example, if Additional Bonds are issued in 2026 and 2028 with the same final maturity date, the Additional Bonds issued in 2026 will be redeemed before the Additional Bonds issued in 2028).

If necessary, on the Business Day prior to each Bond Payment Date (drawing from the accounts of the Revenue Fund in this order: TDD Revenues Account, CID Revenues Account, PILOTS Account and EATS Account), the Trustee shall transfer to the Series 2024 Subaccount (and any other applicable subaccount) of the Debt Service Account within the Debt Service Fund an amount sufficient to pay the interest and principal due (by reason of stated maturity) on the Series 2024 Bonds (and any other Bonds Outstanding) on the next Bond Payment Date.

(e) Notwithstanding anything to the contrary contained herein, no funds in the CID Revenues Account shall be applied to the transfers and payments described in (d) above if such application will result in the CID Portion of CID Sales Tax Revenues funding more than the CID Funding Percentage of such transfers and payments on a cumulative basis. If no Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the CID Portion of CID Sales Tax Revenues as provided in (d) above, then the Trustee shall transfer any excess revenues in the CID Revenues Account to the CID for use in accordance with the CID Act.

(f) Notwithstanding anything to the contrary contained herein, no funds in the TDD Revenues Account shall be applied to the transfers and payments described in (d) above if such application will result in the TDD Portion of TDD Sales Tax Revenues funding more than the TDD Funding Percentage of such transfers and payments on a cumulative basis. If no Bonds are Outstanding and, because of this limitation, the Trustee cannot apply all of the TDD Portion of TDD Sales Tax Revenues as provided in (d) above, then the Trustee shall transfer any excess revenues in the TDD Revenues Account to the TDD for use in accordance with the TDD Act.

(g) Upon the payment in full of the principal of, redemption premium, if any, and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture), all amounts remaining on deposit in the PILOTS Account of the Revenue Fund and the EATS Account of the Revenue Fund shall be paid to the City for deposit into the Special Allocation Fund

(h) Upon the payment in full of (1) the principal of, redemption premium, if any, and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture), (2) the fees, charges and expenses of the Trustee and any Paying Agents, and (3) any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the CID Revenues Account and the TDD Revenues Account of the Revenue Fund shall be paid to the CID and the TDD, respectively.

Section 403. Debt Service Fund.

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same matures and becomes due or upon the redemption thereof.

(b) Subject to **Sections 402(e)** and **(f)**, the Authority hereby authorizes and directs the Trustee to withdraw sufficient moneys from the applicable accounts and subaccounts within the Debt Service Fund (drawing first from amounts on deposit in the Series 2024 Subaccount of the Capitalized Interest Account) to pay the principal of, redemption premium, if any, and interest on the Bonds as the same becomes due

and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of, redemption premium, if any, and interest on the applicable Bonds.

(c) Subject to **Sections 402(e)** and **(f)**, the Trustee shall use any moneys remaining in the applicable accounts of the Debt Service Fund to redeem all or part of the Bonds Outstanding of the applicable series and interest to accrue thereon prior to such redemption, in accordance with and to the extent permitted by **Article III**, so long as said moneys are in excess of the amount required for payment of Bonds of the applicable series theretofore matured or called for redemption. The Trustee, upon the written instructions from the City, signed by the Authorized City Representative, shall use moneys in the applicable accounts within the Redemption Account of the Debt Service Fund on a best efforts basis to purchase Bonds in the open market to the extent practical for the purpose of cancellation at prices agreed to by the City not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

(d) If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay all accrued interest on the Bonds on any Bond Payment Date, then such moneys shall be applied to the Bonds ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Bond Payment Date, with interest thereon at the rate or rates specified for the Bonds, as applicable, to the extent permitted by law. If the moneys in the applicable accounts and subaccounts of the Debt Service Fund are insufficient to pay the principal of the Bonds on the maturity date thereof, then such moneys shall be applied to the Bonds ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege, and any unpaid portion shall accrue to the next Bond Payment Date, with interest thereon at the rate or rates specified for the Bonds, as applicable, to the extent permitted by law.

(e) Upon the payment in full of (1) the principal of, redemption premium, if any, and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture), (2) the fees, charges and expenses of the Trustee and any Paying Agents, and (3) any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Fund shall be paid to the City (to the extent such funds consist of Payments in Lieu of Taxes and/or Economic Activity Taxes) for deposit into the Special Allocation Fund, the CID (to the extent such funds consist of CID Sales Tax Revenues) and the TDD (to the extent such funds consist of TDD Sales Tax Revenues).

Section 404. Project Fund.

(a) Moneys in the Series 2024 Account of the Project Fund shall be disbursed by the Trustee for the sole purposes of (1) paying Reimbursable Redevelopment Project Costs and (2) paying costs of issuance of the Series 2024 Bonds.

(b) Upon receipt of a written request of the Authority, signed by the Authorized Authority Representative and approved by the Authorized City Representative, containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** and otherwise substantially in such form, the Trustee shall disburse moneys from the Series 2024 Account of the Project Fund to pay the costs of issuance of the Series 2024 Bonds. The Authority acknowledges that, under the provisions of the Foreign Account Tax Compliance Act, the Trustee is obligated to withhold 30% of the proceeds from any disbursement to a payee that has not delivered to the Trustee a tax identification number on a correctly completed IRS Form W-9. If requested by the Trustee, the Authority shall provide the Trustee with a copy of any completed IRS Form W-9 for the initial disbursement to any payee pursuant to any provision of this Indenture.

(c) The parties acknowledge that, under the Redevelopment Agreement, the Developer will periodically submit Certificates of Reimbursable Redevelopment Project Costs to the City for approval. Upon the City's submission to the Trustee of each approved Certificate of Reimbursable Redevelopment Project Costs, the Trustee shall disburse moneys in the Series 2024 Account of the Project Fund to the Developer for the Reimbursable Redevelopment Project Costs shown therein.

(d) The Developer shall provide a written certification to the Trustee when all costs to be paid from the Series 2024 Account of the Project Fund have been paid. Thereafter, the Trustee shall transfer any remaining balance to the Series 2024 Subaccount of the Debt Service Account of the Debt Service Fund and use such funds to pay the principal of or interest on the Series 2024 Bonds on the next Bond Payment Date.

(e) In making payments and disbursements pursuant to this Section, the Trustee may conclusively rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent inspection or investigation in connection with the matters set forth in the written requests.

Section 405. Debt Service Reserve Fund.

(a) Except as otherwise provided in this Indenture, moneys in the applicable account or accounts of the Debt Service Reserve Fund shall be used by the Trustee, without further authorization, solely (1) for the payment of the principal of, redemption premium, if any, and interest on the corresponding series of Bonds if moneys otherwise available for such purpose as provided in **Section 403** are insufficient to pay the same as they become due and payable, and (2) to make the final payment on the applicable series of Bonds. The amounts on deposit in each account of the Debt Service Reserve Fund shall be valued by the Trustee 45 days prior to each Bond Payment Date (or if such date is not a Business Day, the immediately preceding Business Day), and the Trustee shall give prompt written notice to the Authority and the City if such amount is less than the applicable Debt Service Reserve Requirement with respect to a series of Bonds. For the purpose of determining the amount on deposit in any account of the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in any account of the Debt Service Reserve Fund that are in excess of the applicable Debt Service Reserve Requirement with respect to a series of Bonds on any valuation date shall be deposited by the Trustee, without further authorization, in the corresponding subaccount of the Redemption Account of the Debt Service Fund.

(b) Upon the payment in full of (1) the principal of, redemption premium, if any, and interest due on the Bonds (or provision having been made for the payment thereof as specified in this Indenture), (2) the fees, charges and expenses of the Trustee and any Paying Agents, and (3) any other amounts required to be paid under this Indenture, all amounts remaining on deposit in the Debt Service Reserve Fund shall be paid to the City (to the extent such funds consist of Payments in Lieu of Taxes and/or Economic Activity Taxes) for deposit into the Special Allocation Fund, the CID (to the extent such funds consist of CID Sales Tax Revenues) and the TDD (to the extent such funds consist of TDD Sales Tax Revenues).

Section 406. Rebate Fund.

(a) The Trustee shall deposit in the applicable account or accounts of the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement in accordance with written instructions from the Authorized Authority Representative. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and none of the Authority, the City, the CID, the TDD or the Owner of

any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (all provisions of which are incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the Authority, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the funds created under **Section 401** or from other moneys provided to it. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City (to the extent such funds consist of Payments in Lieu of Taxes and/or Economic Activity Taxes) for deposit into the Special Allocation Fund, the CID (to the extent such funds consist of CID Sales Tax Revenues) and the TDD (to the extent such funds consist of TDD Sales Tax Revenues).

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds.

Section 407. Non-Presentation of Bonds.

(a) If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

(b) Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within one year after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, excluding only the Rebate Fund, until used or applied as herein provided, shall constitute a part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

(a) Moneys in all funds and accounts under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Investment Securities at the written direction of the City given by the Authorized City Representative (or if after September [*12*], 2047, the CID, given by the Authorized CID Representative and if after October 11, 2050 (or such later date to which the term of the CID is extended, as the Trustee is notified in writing by the Authorized CID Representative), the TDD, given by the Authorized TDD Representative) or, if such written directions are not received, then the Trustee shall invest such moneys into the Invesco Treasury Portfolio Fund CUSIP 825252208 as standing instructions. If the Invesco Treasury Portfolio Fund is no longer offered, the Trustee shall hold such moneys uninvested, with no liability for interest thereon, until the Trustee is otherwise directed in writing. The Trustee may conclusively rely upon each such written request as to both the suitability and legality of the directed investment and such written request shall be deemed to be a certification to the Trustee that the directed investment constitutes an Investment Security. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. Moneys on deposit in all funds and accounts may be invested only in Investment Securities that mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department or that of its affiliates or subsidiaries and may invest funds in its own proprietary money market funds or deposit products upon written request of the Authorized Authority Representative.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. Except as provided in **Section 405**, in determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value (inclusive of accrued interest thereon) on the most recent Bond Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. The Authority covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Authority according to the import thereof.

Section 602. Performance of Covenants. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 603. Instruments of Further Assurance. The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the

better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to, the Trust Estate and the other property and revenues herein described.

Section 604. General Limitation on Authority Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE AUTHORITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 605. Recording and Filing. The Authority hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder. The Trustee shall file or cause to be kept and filed continuation statements with respect to any originally filed financing statements related to this Indenture and all supplements hereto as may be necessary to be kept and filed in such manner and in such places as may be required by law to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder, provided a copy of each originally filed financing statement has been timely delivered to the Trustee. Unless otherwise notified in writing by the Authority, the Trustee may conclusively rely upon the originally filed financing statements in filing any continuations. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 606. Possession and Inspection of Books and Documents. The Authority and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds, the distribution of the proceeds thereof and the funds established hereunder shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agents or Persons as the other party may from time to time designate.

Section 607. Tax Covenants. The Authority and the Trustee covenant and agree to comply with their respective duties as expressly set forth in the Tax Compliance Agreement executed in connection with the issuance of the Tax-Exempt Bonds.

Section 608. Enforcement of Rights. The Authority agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the Authority, may enforce all rights of the Authority and the Trustee and all obligations of the City, the CID and the TDD under and pursuant to the Financing Agreement for and on behalf of the Owners, whether or not the Authority is in default hereunder.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default.

(a) If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default:"

(1) default in the performance or observance of any of the covenants, agreements or conditions on the part of the Authority in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (A) to the

Authority and the City by the Trustee, or (B) to the Trustee (which notice of default the Trustee shall be required to accept) and the Authority by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Authority (or the City on behalf of the Authority) within such period and diligently pursued until the default is corrected; or

(2) an Event of Default as specified in **Section 7.1** of the Financing Agreement shall have occurred and be continuing.

(b) The Trustee shall give written notice of any Event of Default to the Authority, the City, the Developer, the CID and the TDD as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)**.

(c) The Trustee is not deemed to have knowledge of any default or Event of Default unless the Trustee is notified in writing as provided herein (which shall be effective upon receipt as provided in **Section 1102**), and in the absence of any such notice, the Trustee may conclusively assume that no such default or Event of Default exists.

Section 702. Acceleration.

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by notice in writing delivered to the Authority and the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712**, the Trustee, the Authority, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.

(a) If an Event of Default has occurred and is continuing, the Authority, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Authority pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (1) reasonable compensation to the Trustee, its agents and counsel, and (2) any reasonable charges and expenses of the Trustee and its counsel hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708**.

(b) Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Authority, its successors or assigns, the same right of possession, however, to exist upon any subsequent Event of Default.

(c) While in possession of the Trust Estate, the Trustee shall render annually to the Authority, the Developer and the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, redemption premium, if any, and interest on the Bonds then Outstanding and to enforce and compel the performance of the duties and obligations of the Authority as herein set forth.

(b) If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding and indemnified as provided in **Section 801(I)**, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it for which it has not been indemnified as provided in **Section 801**.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners, and any recovery or judgment shall, subject to **Section 708**, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)**, and

(b) such default has become an Event of Default, and

(c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(I)**, and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name.

Such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any

manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of, redemption premium, if any, and interest on any Bond at and after its maturity or the obligation of the Authority to pay the principal of, redemption premium, if any, and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceedings so directed would involve it in personal liability for which the Trustee has not been indemnified as provided in **Section 801**.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to the Financing Agreement or this Indenture, including any right given or action taken under this Article, shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys so transferred, in the following order, from the Project Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Revenue Fund shall be applied as follows:

(a) If the principal of all the Bonds has not become or has not been declared due and payable, all such moneys shall be applied:

(1) *First* -- To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the respective Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* -- To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, with interest thereon at the rate or rates specified in the respective Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege.

(3) *Third* -- To the City, the TDD and the CID for amounts owed.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and

unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all the Bonds has been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712**, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Notwithstanding the foregoing, (A) no funds in the CID Revenues Account shall be applied to the payment of interest on and principal of the Bonds if such application will result in the CID Portion of CID Sales Tax Revenues funding more than the CID Funding Percentage of the Debt Service Requirements and the transfers and payments described under *First, Third and Sixth* of Section 402(d) and (B) no funds in the TDD Revenues Account shall be applied to the payment of interest on and principal of the Bonds if such application will result in the TDD Portion of TDD Sales Tax Revenues funding more than the TDD Funding Percentage of the Debt Service Requirements and the transfers and payments described under *First, Third and Sixth* of Section 402(d). The Trustee shall retain any money in excess of these limits in the applicable accounts of the Revenue Fund, subject to Sections 402(e) and (f).

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all of the Bonds and interest thereon have been paid under this Section, all obligations under **Section 406** have been satisfied and all fees, expenses and charges of the Trustee and the Authority have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City, the CID and the TDD as provided in **Article IV**.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Authority, the City, the CID, the TDD, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default.

(a) The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, except a default in respect of a covenant or provision hereof that under **Article X** cannot be modified or amended shall not be waived without the consent of the Owner of each Outstanding Bond affected.

(b) In case of any such waiver or rescission, then and in every such case the Authority, the City, the CID, the TDD, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals and shall not be responsible for any misconduct or negligence on the part of the agent, attorney, receivers, employees or such other professionals appointed or chosen by it with due care. The Trustee may act or refrain from acting and conclusively rely upon the written advice or Opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any such action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any security agreements in connection therewith (except for the filing of Uniform Commercial Code continuation statements), or for insuring the RPA 1 Redevelopment Project or collecting any insurance moneys, or for the validity of the execution by the Authority of this Indenture or of any instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V**. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The

Trustee shall not be accountable for the use or application by the Authority or the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority, the City, the CID or the TDD under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights that it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized Authority Representative, the Authorized City Representative, the Authorized CID Representative or the Authorized TDD Representative, as applicable, as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this Indenture.

(h) The Trustee shall not be required to take notice of any default or Event of Default unless the Trustee is specifically notified in writing of such default or Event of Default by the Authority, the City, the CID, the TDD or the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the RPA 1 Redevelopment Project and all books, papers and records of the Authority pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or the taking of any other action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the Authority or the City, as applicable, to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** concerning the payment of principal of, redemption premium, if any, and interest on the Bonds or declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that indemnity satisfactory to the Trustee be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability, including environmental but excluding liability that is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by the Owners may result in such liability.

(o) The Trustee may inform the Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action, and in such event, no duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Indenture.

(p) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct; further,

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers, agents, attorneys or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial or environmental liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee shall not be required to make any disbursement of funds until having collected funds.

(r) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by the Authority by electronic means and signed by the Authorized Authority Representative; provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties. The Trustee may, but shall not be obligated to, seek confirmation of the submittal of any such electronic instruction by telephone call-back to the Authorized Authority Representative. The Trustee's reliance on a written request of the Authority that purports to have been sent by the Authorized Authority Representative delivered in accordance with this Indenture using electronic means shall not, in and of itself, be construed as negligence.

(s) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(t) The immunities and protections, including indemnification, extended to the Trustee also extend to its directors, officers, employees, attorneys and agents. Such immunities and protections shall survive the Trustee's resignation or removal and final payment of the Bonds.

(u) In no event shall the Trustee be responsible or liable for incidental, special, indirect, punitive or consequential damages or penalties of any kind whatsoever, including loss of profit, irrespective of whether the Trustee has been advised of the likelihood of such damages or penalties and regardless of the form of action.

(v) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including strikes, lockouts, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, pandemics, epidemics, nuclear or natural catastrophes, fire, earthquakes, acts of God or regulations of any governmental authority, and interruptions, losses or malfunctions of utilities, communications or computer software or computer hardware services unless caused by the Trustee's negligence or willful misconduct; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(w) Other than scheduled payments of principal of and interest on the Bonds, whenever the Trustee is instructed to disburse, wire or otherwise transfer any funds, the Trustee may, but shall not be obligated to, first confirm such instructions by telephone call. It is understood that, in any funds transfer, the Trustee may rely solely upon any account number or similar identifying number provided by any Person to identify (1) the beneficiary, (2) the beneficiary's bank, or (3) an intermediary bank.

(x) The Trustee is not responsible for the use of Bond proceeds or sufficiency of said proceeds or cash flow to accomplish the intended objective of the financing.

(y) The Trustee shall have no duty to analyze or review any financial report received by the Trustee or to express any opinion concerning the contents of any financial report and shall have no responsibility for the contents or accuracy of any such report.

(z) The Trustee may, where applicable, file a proof of claim on behalf of the Owners as creditors in a bankruptcy.

(aa) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 802. Fees, Charges and Expenses of the Trustee.

(a) The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the Authority (but so long as an Event of Default has occurred and is continuing, solely from moneys provided in paragraph *First* of **Section 402(d)**) for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds (but so long as an Event of Default has occurred and is continuing, solely from moneys provided in paragraph *First* of **Section 402(d)**). Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and

expenses incurred. If moneys in the Revenue Fund are insufficient to make payment to the Trustee for its ordinary fees and expenses, as provided in subparagraph *First* of **Section 402(d)**, on any Bond Payment Date, the unpaid portion shall be carried forward to the next Bond Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%. The provisions of this Section shall survive the satisfaction and discharge of this Indenture, the payment in full of the Bonds, and/or the Trustee's resignation or removal.

(b) In each instance in which this Indenture provides for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including, without limitation, attorneys' fees and expenses), unless the context clearly indicates otherwise.

Section 803. Notice of Default. If a default occurs of which notice is given to the Trustee as provided in **Section 801(h)**, then the Trustee shall give (a) prompt written notice thereof to the Authority, the City, the Developer, the CID and the TDD and (b) written notice thereof within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702**) by first-class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owners of the Bonds, the Trustee may intervene on behalf of the Owners and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided such indemnity as provided under **Section 801(l)** as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808**, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the Authority, the City, the Developer, the CID, the TDD and the Owners. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and signed by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding. If no Event of Default has occurred and is continuing, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The Authority, the City (or if after September [*12*], 2047, the CID and if after October 11, 2050 (or such later date to which the term of the CID is extended), the TDD) or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation or removal.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or a receiver appointed by a court, a successor Trustee may be appointed by (a) the City (if no Event of Default has occurred and is continuing under **Section 701**) or (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of any vacancy the Authority, by an instrument executed and signed by the Authorized Authority Representative, with the consent of the City, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed in the manner above provided, and any such temporary Trustee so appointed by the Authority shall immediately and without further acts be superseded by the successor Trustee so appointed. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days after notice of the resignation or removal is given, the retiring or removed Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809**.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank with its principal corporate trust office located in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$50,000,000. If such institution publishes reports of condition at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Authority, and upon payment of the fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Section 810. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Financing Agreement, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Authority be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement.

(a) Unless the Trustee is delivering statements more frequently, the Trustee shall render an annual statement for each calendar year ending December 31 to the Authority, with a copy to the City, and if so requested and the expense thereof is paid by such Owner, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include a listing of money deposited into the Revenue Fund and the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

(b) In addition to the foregoing, the Trustee shall also provide to the City, the CID, the TDD and the Purchaser a statement each July 15 (for the period January 1 through June 30) and January 15 (for the period July 1 through December 31), commencing January 15, 2025, containing (1) Payments in Lieu of Taxes, Economic Activity Taxes, the CID Portion of CID Sales Tax Revenues and the TDD Portion of TDD Sales Tax Revenues deposited into the applicable accounts of the Revenue Fund since the last semi-annual statement or, in the case of the first semi-annual statement, the date of issuance of the Bonds, (2) the principal amount of each series of Bonds redeemed since the last semi-annual statement or, in the case of the first semi-annual statement, the date of issuance of the Bonds, and (3) the aggregate principal amount of each series of Bonds redeemed since the date of issuance of the Bonds.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The Authority may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Authority and the Trustee a written acceptance thereof. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the Authority and the Trustee. Any Paying Agent (other than the Trustee and any successor thereto) may be removed by the Authority at any time by an instrument signed by the Authority and filed with such Paying Agent and the Trustee. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there is no successor, to the Trustee.

(d) If the Authority fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Authority has not appointed its successor as Paying Agent, the Trustee shall *ipso facto* be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Authority of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THIS INDENTURE

Section 901. Satisfaction and Discharge of this Indenture.

(a) When the principal of, redemption premium, if any, and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902**, and provision has also been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and any Paying Agents to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts required to be paid to the City, the CID and/or the TDD under **Article IV** and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

(b) The Authority is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** as evidence of satisfaction of this Indenture, and upon receipt thereof the Authority shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment or (C) a combination of such moneys and Government Securities. When a

Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys and/or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds that by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds that are to be redeemed prior to their respective stated maturities, proper notice of such redemption has been given in accordance with **Article III** or irrevocable instructions have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture that may be contrary to the provisions of this Section, all moneys and/or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and/or Government Securities have been so set aside in trust.

(d) If the interest earnings on the moneys and/or Government Securities are necessary to provide for the payment of the Bonds under this Section, and the final payment to pay Outstanding Bonds is more than 90 days after such deposit, the Trustee shall receive (1) a verification report of a firm of independent certified public accountants that the moneys and/or Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or before the applicable redemption or maturity date and (2) an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not result in the interest on any Tax-Exempt Bonds then Outstanding to be included in federal income taxes for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met.

ARTICLE X

SUPPLEMENTAL INDENTURES AND SUPPLEMENTAL FINANCING AGREEMENTS

Section 1001. Supplemental Indentures and Supplemental Financing Agreements Not Requiring Consent of Owners. The Authority and the Trustee (with the consent of the City, the CID and the TDD) may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, and the Authority, the City, the CID and the TDD may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Financing Agreement or Supplemental Financing Agreements as are not inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or the Financing Agreement or to release property from the Trust Estate that was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or both of them;

(c) to subject to this Indenture or the Financing Agreement additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to authorize the issuance of any series of Additional Bonds as provided in **Section 209**;

(f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(g) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Owners. In exercising such judgment, the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures and Financing Agreements Requiring Consent of Owners. In addition to Supplemental Indentures and Supplemental Financing Agreements permitted by **Section 1001** and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the City and the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Authority for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture and the Authority, the City, the CID and the TDD may from time to time enter into such other Supplemental Financing Agreement or Supplemental Financing Agreements as shall be deemed necessary and desirable by the parties thereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Financing Agreement or in any Supplemental Financing Agreement; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

(a) an extension of the maturity of the principal of, any change in the optional or mandatory redemption of or the scheduled date of payment of interest on any Bond;

(b) a reduction in the principal amount, redemption premium or any interest payable on any Bond;

(c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;

(d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or

(e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Authority requests the Trustee to enter into any such Supplemental Indenture or the Authority, the City, the CID and the TDD advise the Trustee of their desire to enter into any such Supplemental Financing Agreement for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture or Supplemental Financing Agreement to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed

Supplemental Indenture or Supplemental Financing Agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding affected by the changes in the proposed Supplemental Indenture or Supplemental Financing Agreement at the time of the execution of any such Supplemental Indenture or Supplemental Financing Agreement have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Authority or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture or Supplemental Financing Agreement as in this Section permitted and provided, this Indenture or the Financing Agreement, as applicable, shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Section 1001** or **1002**, before the Authority and the Trustee enter into any Supplemental Indenture or Supplemental Financing Agreement pursuant to **Section 1001** or **1002**, there shall have been delivered to the Trustee an opinion of Bond Counsel stating that such Supplemental Indenture or Supplemental Financing Agreement is authorized or permitted by this Indenture or the Financing Agreement, as applicable, the Act and the TIF Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Authority (and, if applicable, the City, the CID and the TDD) in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by Persons other than the Authority, the City or an assignee of the Authority or the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the Authority, the City or any affiliate or any Person controlling, controlled by or under common control with the Authority or the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the City, the Developer, the CID, the TDD or the Trustee if the same is duly mailed by registered or certified mail, postage prepaid, return receipt requested, or is transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(a) To the Authority at:

The Industrial Development Authority of the County of Cape Girardeau, Missouri
c/o Layton & Southard
2845 Professional Court
Cape Girardeau, Missouri 63703
Attention: Susan Layton Tomlin, Esq.
stomlin@laytonsouthardlaw.com
(573) 335-3359

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.
mgrimm@gilmorebell.com
(314) 436-1000

(b) To the Trustee at:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department
Sveta.akhmedova@umb.com
(314) 612-8229

(c) To the City at:

City of Cape Girardeau, Missouri
44 North Lorimier Street
Cape Girardeau, Missouri 63701
Attention: Assistant City Manager
tpulley@cityofcapegirardeau.org
(573) 625-8914

with copies to:

City of Cape Girardeau, Missouri
44 North Lorimier Street
Cape Girardeau, Missouri 63701
Attention: City Attorney
gyoung@cityofcapegirardeau.org
(573) 339-6324

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 North Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Mark D. Grimm, Esq.
mgrimm@gilmorebell.com
(314) 436-1000

(d) To the Developer at:

River City Centre, LLC
c/o West Park Mall – Management Office
3049 William Street, Suite 134
Cape Girardeau, Missouri 63703
Attention: Michael Williams
michael@trusttpc.com
(573) 820-5723

with a copy to:

The Limbaugh Firm
407 North Kingshighway, Suite 400
Cape Girardeau, Missouri 63701
Attention: Lucas M. Haley, Esq.
lhaley@limbaughlaw.com
(573) 335-3316

(e) To the CID at:

RCC Community Improvement District
c/o West Park Mall – Management Office
3049 William Street, Suite 134
Cape Girardeau, Missouri 63703
Attention: Michael Williams
michael@trusttpc.com
(573) 820-5723

with a copy to:

The Limbaugh Firm
407 North Kingshighway, Suite 400
Cape Girardeau, Missouri 63701
Attention: Lucas M. Haley, Esq.
lhaley@limbaughlaw.com

(f) To the TDD at:

RCC Transportation Development District
c/o West Park Mall – Management Office
3049 William Street, Suite 134
Cape Girardeau, Missouri 63703
Attention: Michael Williams
michael@trusttpc.com
(573) 820-5723

with a copy to:

The Limbaugh Firm
407 North Kingshighway, Suite 400
Cape Girardeau, Missouri 63701
Attention: Lucas M. Haley, Esq.
lhaley@limbaughlaw.com

(g) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the Authority, a copy of said notice shall be provided to the Authority. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the City and the Owners of the Bonds, any right, remedy or claim under or in respect of this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto, the City and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of, redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however,

any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next Bond Payment Date.

Section 1106. Immunity of Officers, Employees and Members of Authority and City. No recourse shall be had for the payment of the principal of, redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, the City, the CID or the TDD, the governing bodies of the Authority, the City, the CID or the TDD, or any respective successor thereto, as such, either directly or through the Authority, the City, the CID or the TDD, or any respective successor thereto, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The Authority covenants and agrees that, except as provided herein or in the Financing Agreement, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1112. Action by the Authority, the City, the CID or the TDD. When any action or consent of the Authority, the City, the CID or the TDD is required by this Indenture, such action or consent may be undertaken or given by the Authorized Authority Representative, the Authorized City Representative, the Authorized CID Representative or the Authorized TDD Representative, respectively.

Section 1113. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, 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.

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IN WITNESS WHEREOF, The Industrial Development Authority of the County of Cape Girardeau, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused these presents to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF CAPE
GIRARDEAU, MISSOURI**

[SEAL]

By: _____
President

ATTEST:

Secretary

[Trust Indenture]

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF SERIES 2024 BONDS

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

Registered
No. R-_____

Registered
\$_____

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI**

**TAX INCREMENT AND SPECIAL DISTRICT REVENUE BOND
(WEST PARK MALL REDEVELOPMENT PROJECT)
SERIES 2024**

<u>Rate of Interest:</u>	<u>Maturity Date:</u>	<u>Dated Date:</u>	<u>CUSIP No.</u>
%	May 1, 20__	September __, 2024	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI, a public corporation duly organized and existing under the laws of the State of Missouri (the “Authority”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon from the Dated Date shown above or from the most recent Bond Payment Date to which interest has been paid or duly provided for, at the Rate of Interest per annum shown above. Interest shall be payable semiannually on May 1 and November 1 in each year (each, a “Bond Payment Date”), beginning on May 1, 2025. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal and redemption premium, if any, of this Series 2024 Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Series 2024 Bond is registered on the Register at the maturity or redemption date thereof. The interest payable on this Series 2024 Bond on any Bond Payment Date shall be paid by UMB Bank, N.A., St. Louis, Missouri (the “Trustee”), to the Person in whose name this Series 2024 Bond is registered on the Register at the close of business on the 15th day (whether or not a Business Day) of the month preceding the Bond Payment Date. Such interest shall be payable (a) by check or draft mailed by the Trustee to the address of the Owner shown on the Register or (b) by electronic transfer to such Owner upon written notice delivered to the Trustee not less than five days prior to the Record Date for such interest and signed by such Owner, containing the electronic transfer instructions including the name of the bank, ABA routing number, account name and account number to which such Owner wishes to have such transfer directed, together with an acknowledgement that an electronic transfer fee may be applicable. The principal or redemption price of and interest on the Series 2024 Bonds shall be payable by check or draft in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Series 2024 Bond is one of an authorized series of fully-registered bonds of the Authority designated “The Industrial Development Authority of the County of Cape Girardeau, Missouri, Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024,” in the aggregate principal amount of \$[*Principal Amount*] (the “Series 2024 Bonds” and, together with any Additional Bonds, the “Bonds”). Reference is made to the Indenture for the terms and provisions relating to the Series 2024 Bonds. Additional Bonds on a parity with the Series 2024 Bonds may be issued pursuant to **Section 209** of the Indenture.

The Series 2024 Bonds are being issued pursuant to a Trust Indenture dated as of September 1, 2024, between the Authority and the Trustee (the “Indenture”), for the purpose of providing funds to (a) reimburse the Developer for certain costs relating to the RPA 1 Redevelopment Project, (b) fund a debt service reserve fund to secure the Series 2024 Bonds, (c) fund capitalized interest on the Series 2024 Bonds and (d) pay the costs of issuance of the Series 2024 Bonds, all under the authority of and in full compliance with the Constitution and laws of the State, including particularly the Industrial Development Corporations Act, Chapter 349 of the Revised Statutes of Missouri (the “Act”), and the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, inclusive, of the Revised Statutes of Missouri.

NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES GENERATED WITHIN RPA 1 TERMINATES ON SEPTEMBER [*12*], 2047, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, (2) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF CID SALES TAX REVENUES AND TDD SALES TAX REVENUES DEPOSITED OR DEEMED TO HAVE BEEN DEPOSITED INTO THE RPA 2 SUBACCOUNT OF THE EATS ACCOUNT OF THE SPECIAL ALLOCATION FUND TERMINATES ON THE DAY BEFORE THE 23RD ANNIVERSARY OF THE EFFECTIVE DATE OF THE ORDINANCE AUTHORIZING TAX INCREMENT FINANCING WITHIN RPA 2, (3) THE OBLIGATION OF THE CID TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE CID PORTION OF CID SALES TAX REVENUES TERMINATES ON OCTOBER 11, 2050 (OR SUCH LATER DATE TO WHICH THE TERM OF THE CID IS EXTENDED), WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL AND (4) THE OBLIGATION OF THE TDD TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE TDD PORTION OF TDD SALES TAX REVENUES TERMINATES ON

MARCH 31, 2065, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.

The Series 2024 Bonds are subject to redemption as follows:

(a) *Optional Redemption.* The Series 2024 Bonds are subject to optional redemption by the Authority, at the written direction of the City, in whole or in part on any date set forth below, at the redemption prices set forth below (expressed as a percentage of the principal amount being redeemed), plus accrued interest to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
November 1, 2029 through October 31, 2030	103%
November 1, 2030 through October 31, 2031	102
November 1, 2031 through October 31, 2032	101
November 1, 2032 and thereafter	100

(b) *Special Mandatory Redemption.*

(1) The Series 2024 Bonds are subject to special mandatory redemption by the Authority on any Bond Payment Date on and after May 1, 2026, in order of maturity, at the redemption price of 100% of the principal amount being redeemed, plus accrued interest to the redemption date, in an amount equal to the amount (after deducting amounts required for the payment of Series 2024 Bonds previously called for redemption pursuant to **Section 302(a)** of the Indenture) that is on deposit in the Series 2024 Subaccount of the Redemption Account of the Debt Service Fund 40 days before each Bond Payment Date (or if such date is not a Business Day, the immediately preceding Business Day).

(2) The Series 2024 Bonds are subject to special mandatory redemption by the Authority, in whole but not in part, on any date if moneys in (A) the Revenue Fund, (B) the Series 2024 Subaccounts of the Debt Service Account and the Redemption Account of the Debt Service Fund and (C) the Series 2024 Account of the Debt Service Reserve Fund are sufficient to redeem all of the Series 2024 Bonds at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

Series 2024 Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Series 2024 Bonds are to be redeemed and paid prior to maturity, such Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee in such equitable manner as it may determine.

If any of the Series 2024 Bonds are to be called for redemption as aforesaid, notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first-class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the Owner of each Series 2024 Bond to be redeemed at the address shown on the Register as of the date of such notice, as more fully described in the Indenture. Notice of redemption having been given as aforesaid, the Series 2024 Bonds or portions of Series 2024 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Series 2024 Bonds or portions of Series 2024 Bonds shall cease to bear interest, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. Any defect in any notice or the failure of any

Person to receive any notice of redemption shall not cause any Series 2024 Bond called for redemption to remain Outstanding.

The Series 2024 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One bond certificate for each maturity, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or that of the Trustee as the Securities Depository's "FAST" Agent. The book-entry system will evidence positions held in the Series 2024 Bonds by the Securities Depository's Participants, beneficial ownership of the Series 2024 Bonds in authorized denominations being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants. The Trustee and the Authority will recognize the Securities Depository nominee, while the registered Owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal of, redemption premium, if any, and interest on this Bond, (b) notices and (c) voting. Transfers of principal and interest to Participants of the Securities Depository will be the responsibility of such Participants and other nominees of Beneficial Owners. The Trustee and the Authority will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its Participants or Persons acting through such Participants. While the Securities Depository nominee is the registered Owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Securities Depository, the Trustee and the Authority.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. *This Bond and beneficial interests herein may only be purchased by or transferred to an Approved Investor.*

The Series 2024 Bonds and the interest thereon are special, limited obligations of the Authority payable solely from the Pledged Revenues and other moneys pledged thereto and held by the Trustee as provided in the Indenture and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Series 2024 Bonds, as provided in the Indenture.

The Series 2024 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Authority, the State or any political subdivision thereof but shall be payable solely from the funds provided for in the Financing Agreement and in the Indenture. The issuance of the Series 2024 Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. None of the City, the CID or the TDD shall, in any event, be liable for the payment of the principal of, redemption premium, if any, or interest on the Series 2024 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the City, the CID, the TDD or the State or any charge upon their general credit or against their taxing power. The Authority has no taxing power.

The Series 2024 Bonds are issuable in the form of fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Indenture, only upon the Register kept by the Trustee, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or the Owner's duly authorized agent, whereupon a new Bond of the same series and maturity and in the same outstanding principal amount as this Bond shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the Person in whose name this Bond is registered on the Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the Authority or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Series 2024 Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI, has executed this Bond by causing it to be signed by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, and its official seal to be affixed hereto or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF CAPE
GIRARDEAU, MISSOURI**

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024 Bonds described in the within-mentioned Indenture.

By: _____
President

UMB BANK, N.A.,
as Trustee

(SEAL)

ATTEST:

By: _____
Authorized Signatory

By: _____
Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Series 2024 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Series 2024 Bond on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Series 2024 Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT B

FORM OF WRITTEN REQUEST FOR PAYMENT OF COSTS OF ISSUANCE

REQUEST NO. _____

DATE: _____

WRITTEN REQUEST FOR PAYMENT OF COSTS OF ISSUANCE --
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
COUNTY OF CAPE GIRARDEAU, MISSOURI, TAX INCREMENT
AND SPECIAL DISTRICT REVENUE BONDS (WEST PARK MALL
REDEVELOPMENT PROJECT), SERIES 2024

To: UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

as Trustee under the Trust Indenture dated as of September 1, 2024 (the “Indenture”), between The Industrial Development Authority of the County of Cape Girardeau, Missouri (the “Authority”), and said Trustee

Pursuant to **Section 404** of the Indenture, the Authority requests payment from the Series 2024 Account of the Project Fund in accordance with this request and said **Section 404** and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the Persons to whom the payments requested hereby are due, the amounts to be paid and the description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I**.
4. Each item for which payment is requested is a proper cost of issuance that was incurred in connection with the issuance of the Series 2024 Bonds. The amount of this request is justly due and owing and has not been the subject of any previous requisition from the Series 2024 Account of the Project Fund.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF CAPE
GIRARDEAU, MISSOURI**

By: _____
Authorized Authority Representative

APPROVED BY:

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Authorized City Representative

ATTACHMENT I

TO WRITTEN REQUEST FOR PAYMENT OF COSTS OF ISSUANCE -- THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI, TAX INCREMENT AND SPECIAL DISTRICT REVENUE BONDS (WEST PARK MALL REDEVELOPMENT PROJECT), SERIES 2024

REQUEST NO. _____

DATE: _____

SCHEDULE OF PAYMENTS REQUESTED

Payee and Address

Amount

Description

EXHIBIT C

**ADDITIONAL BONDS REDEMPTION AMOUNTS AND
MINIMUM CUMULATIVE ADDITIONAL BONDS REDEMPTION AMOUNTS**

[Note: amounts shown will correspond to the “expectations case” set forth in the Official Statement.]

Payment Date	Additional Bonds Redemption Amount	Minimum Cumulative Additional Bonds Redemption Amounts
05/01/25		
11/01/25		
05/01/26		
11/01/26		
05/01/27		
11/01/27		
05/01/28		
11/01/28		
05/01/29		
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05/01/53		
11/01/53		
05/01/54		

EXHIBIT D

**SCHEDULED REDEMPTION AMOUNTS AND
MINIMUM CUMULATIVE SCHEDULED REDEMPTION AMOUNTS**

[Note: amounts shown will correspond to the “stress test” set forth in the Official Statement.]

Payment Date	Scheduled Redemption Amount	Minimum Cumulative Scheduled Redemption Amounts
05/01/25		
11/01/25		
05/01/26		
11/01/26		
05/01/27		
11/01/27		
05/01/28		
11/01/28		
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05/01/52		
11/01/52		
05/01/53		
11/01/53		
05/01/54		

FINANCING AGREEMENT

Dated as of September 1, 2024

among

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI,**

the

CITY OF CAPE GIRARDEAU, MISSOURI,

the

RCC COMMUNITY IMPROVEMENT DISTRICT,

the

RCC TRANSPORTATION DEVELOPMENT DISTRICT

and

RIVER CITY CENTRE, LLC

Relating to

**[\$[*Principal Amount*]
Tax Increment and Special District Revenue Bonds
(West Park Mall Redevelopment Project)
Series 2024**

Certain rights, title and interest of The Industrial Development Authority of the County of Cape Girardeau, Missouri, in this Financing Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under a Trust Indenture dated as of September 1, 2024, between the Authority and the Trustee.

FINANCING AGREEMENT

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of September 1, 2024 (this “*Financing Agreement*”), among **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI**, a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*Authority*”), the **CITY OF CAPE GIRARDEAU, MISSOURI**, an incorporated political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”), the **RCC COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*CID*”), the **RCC TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “*TDD*”) and **RIVER CITY CENTRE, LLC**, a Missouri limited liability company (the “*Developer*”). (All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed in the Trust Indenture dated as of September 1, 2024 between the Authority and UMB Bank, N.A., as trustee (the “*Indenture*”), as may be amended or supplemented from time to time).

WITNESSETH:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the “*Act*”) to issue bonds for the purpose of paying all or part of the cost of any “project,” as defined in the Act.
2. The City is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the “*TIF Act*”), to implement redevelopment projects and to provide for the costs thereof.
3. In accordance with the requirements of the TIF Act, the City Council of the City adopted:
 - A. Ordinance No. 5685 on October 2, 2023, approving the RCC Tax Increment Financing Redevelopment Plan (the “*Redevelopment Plan*”) and designating the “*Redevelopment Area*” described therein as a redevelopment area under the TIF Act; and
 - B. Ordinance No. 5692 on October 16, 2023 approving a Redevelopment Agreement between the City and the Developer, regarding the implementation of the Redevelopment Plan. The Redevelopment Agreement was executed as of October 27, 2023 (the “*Redevelopment Agreement*”).
4. On October 2, 2023, the City Council of the City adopted Ordinance No. 5686 approving a petition for the establishment of the CID in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “*CID Act*”).
5. On December 12, 2023, the Board of Directors of the CID adopted Resolution No. 2023-12 approving a Cooperation Agreement (the “*Cooperation Agreement*”) among the City, the Developer, the CID and the TDD.
6. On March 18, 2024, the City Council of the City adopted Ordinance No. 5743 approving the Cooperation Agreement.

7. On August __, 2024, the Board of Directors of the CID adopted Resolution No. ____ (a) approving the form of the Indenture and authorizing the issuance of the Series 2024 Bonds, (b) approving this Financing Agreement, and (c) approving other documents related to the Series 2024 Bonds.

8. On August __, 2024, the Board of Directors of the TDD adopted Resolution No. ____ (a) approving the Cooperation Agreement, (b) approving the form of the Indenture and authorizing the issuance of the Series 2024 Bonds, (c) approving this Financing Agreement, and (d) approving other documents related to the Series 2024 Bonds.

9. On September __, 2024, the City Council of the City adopted:

A. Ordinance No. ____ approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as RPA 1 (the "*RPA 1 Redevelopment Project*"), which includes the redevelopment of a part of the northeastern portion of the shopping center now known as West Park Mall; and

B. Ordinance No. ____ (1) approving the form of the Indenture and authorizing the issuance of the Authority's Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024 (the "*Series 2024 Bonds*"), (2) approving this Financing Agreement and (3) approving other documents related to the Series 2024 Bonds.

10. On _____, 2024, the Board of Directors of the Authority adopted Resolution No. ____ (a) approving the Indenture, this Financing Agreement and other documents related to the Series 2024 Bonds and (b) authorizing the issuance of the Series 2024 Bonds, for the purpose of (1) reimbursing the Developer for certain costs relating to the redevelopment of West Park Mall, (2) funding a debt service reserve fund to secure the Series 2024 Bonds, (3) funding capitalized interest on the Series 2024 Bonds, and (4) paying the costs of issuance of the Series 2024 Bonds.

11. Pursuant to the foregoing, the Authority, the City, the CID, the TDD and the Developer are authorized to execute and deliver this Financing Agreement for the purpose of securing the Series 2024 Bonds and any Additional Bonds (together, the "*Bonds*") hereafter issued by the Authority.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Authority, the City, the CID, the TDD and the Developer do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions of Words and Terms. Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(f) Wherever in this Financing Agreement it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(g) All references in this Financing Agreement to designated “articles,” “sections” and other subdivisions are, unless otherwise specified, to the designated articles, sections and other subdivisions of this Financing Agreement as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Financing Agreement as a whole and not to any particular article, section or other subdivision.

Section 1.3. Revisions to Redevelopment Agreement and Cooperation Agreement. The parties agree that, until the Bonds are deemed to be paid within the meaning of **Article IX** of the Indenture and provision has been made for paying all other sums payable under this Financing Agreement and the Indenture, the terms of this Financing Agreement shall supersede any inconsistent provisions in the Redevelopment Agreement or the Cooperation Agreement.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority represents and warrants as follows:

(a) *Organization and Authority.* The Authority (1) is a public corporation duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement, the Indenture and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “*Authority Documents*”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other Authority Documents, acting by and through its duly authorized officers. Neither the execution and delivery of this Financing Agreement or the other Authority Documents by the Authority nor compliance by the Authority with its obligations under this Financing Agreement or the other Authority Documents requires the approval of any regulatory body or other entity whose approval has not been obtained.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Authority Documents by the Authority will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Authority or its property.

(c) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or any other Person affecting the right of the Authority to execute or deliver this Financing Agreement or the other Authority Documents or the ability of the Authority to comply with its obligations under this Financing Agreement or the other Authority Documents.

(d) *No Conflicts of Interest.* No member of the Board of Directors of the Authority or any other officer of the Authority has any significant or conflicting interest, financial, employment or otherwise, in the City, the CID, the TDD, the RPA 1 Redevelopment Project, the CID Project, the TDD Project or the transactions contemplated hereby.

Section 2.2. Representations by the City. The City represents and warrants as follows:

(a) *Organization and Authority.* The City (1) is an incorporated political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “*City Documents*”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly elected City Council. Neither the execution and delivery of this Financing Agreement or the other City Documents by the City nor compliance by the City with its obligations under this Financing Agreement or the other City Documents requires the approval of any regulatory body or other entity whose approval has not been obtained.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the City is a party or by which it or any of its property is bound or its charter or any of the constitutional or statutory laws, rules or regulations applicable to the City or its property.

(c) *Public Purpose.* The RPA 1 Redevelopment Project is permitted by the TIF Act and is in furtherance of the City’s public purposes.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the City, threatened against the City or any other Person affecting the right of the City to execute or deliver this Financing Agreement or the other City Documents or the ability of the City to comply with its obligations under this Financing Agreement or the other City Documents.

(e) *No Conflicts of Interest.* No member of the City Council has any significant or conflicting interest, financial, employment or otherwise, in the CID, the TDD, the RPA 1 Redevelopment Project, the CID Project, the TDD Project or the transactions contemplated hereby.

Section 2.3. Representations by the CID. The CID represents and warrants as follows:

(a) *Organization and Authority.* The CID (1) is a community improvement district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “*CID Documents*”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other CID Documents, acting by and through its duly authorized directors. Neither the execution and delivery of this Financing Agreement or the other CID Documents by the CID nor compliance by the CID with its obligations under this Financing Agreement or the other CID Documents requires the approval of any regulatory body or other entity whose approval has not been obtained.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other CID Documents by the CID will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the CID is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the CID or its property.

(c) *Public Purpose.* The CID Project is permitted by the CID Act and is in furtherance of the CID’s public purposes.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the CID, threatened against the CID or any other Person affecting the right of the CID to execute or deliver this Financing Agreement or the other CID Documents or the ability of the CID to comply with its obligations under this Financing Agreement or the other CID Documents.

Section 2.4. Representations by the TDD. The TDD represents and warrants as follows:

(a) *Organization and Authority.* The TDD (1) is a transportation development district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “*TDD Documents*”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other TDD Documents, acting by and through its duly authorized directors. Neither the execution and delivery of this Financing Agreement or the other TDD Documents by the TDD nor compliance by the TDD with its obligations under this Financing Agreement or the other TDD Documents requires the approval of any regulatory body or other entity whose approval has not been obtained.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other TDD Documents by the TDD will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the TDD is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the TDD or its property.

(c) *Public Purpose.* The TDD Project is permitted by the TDD Act and is in furtherance of the TDD's public purposes.

(d) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the TDD, threatened against the TDD or any other Person affecting the right of the TDD to execute or deliver this Financing Agreement or the other TDD Documents or the ability of the TDD to comply with its obligations under this Financing Agreement or the other TDD Documents.

Section 2.5. Representations by the Developer. The Developer represents and warrants as follows:

(a) *Organization and Authority.* The Developer (1) is limited liability company duly organized and validly existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the "*Developer Documents*") and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other Developer Documents, acting by and through its duly authorized individuals. Neither the execution and delivery of this Financing Agreement or the other Developer Documents by the Developer nor compliance by the Developer with its obligations under this Financing Agreement or the other Developer Documents requires the approval of any regulatory body or other entity whose approval has not been obtained.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Developer Documents by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Developer is a party or by which it or any of its property is bound or its articles or organization or operation agreement or any of the constitutional or statutory laws, rules or regulations applicable to the Developer or its property.

(c) *No Litigation.* There is no litigation or proceeding pending or, to the knowledge of the Developer, threatened against the Developer or any other Person affecting the right of the Developer to execute or deliver this Financing Agreement or the other Developer Documents or the ability of the Developer to comply with its obligations under this Financing Agreement or the other Developer Documents.

Section 2.6. Survival of Representations. All representations of the Authority, the City, the CID, the TDD and the Developer contained in this Financing Agreement or in any certificate or other instrument delivered by any such party pursuant to this Financing Agreement or any other Authority Document, City Document, CID Document, TDD Document or Developer Document, or in connection with the transactions contemplated hereby or thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

ISSUANCE OF THE BONDS; TRANSFER OF REVENUES

Section 3.1. Issuance of Bonds. To provide funds for the purposes set forth in the Recitals to this Financing Agreement, the Authority agrees that it will issue, sell and deliver the Series 2024 Bonds to the Purchaser as provided in the Indenture. The net proceeds of the sale of the Series 2024 Bonds shall be paid to the Trustee for the account of the Authority. The net proceeds shall be disbursed in accordance with **Article IV** of the Indenture. Upon the request of the City, the Developer, the CID or the TDD and subject to **Section 209** of the Indenture, the Authority agrees to reasonably consider the issuance, sale and delivery of Additional Bonds and apply the proceeds of the Additional Bonds as provided in the Supplemental Indenture entered into in connection with the issuance of the Additional Bonds.

Section 3.2. Transfer of Revenues.

(a) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding, the City shall transfer to the Trustee for application pursuant to **Section 402(a)** of the Indenture:

(1) all Net Revenues consisting of moneys on deposit into the RPA 1 Subaccount of the PILOTS Account of the Special Allocation Fund;

(2) all Net Revenues consisting of moneys on deposit or deemed to have been deposited into the RPA 1 Subaccount of the EATS Account of the Special Allocation Fund, except as otherwise provided in the definition of Net Revenues; and

(3) all Net Revenues consisting of the TIF Portion of CID Sales Tax Revenues and the TIF Portion of TDD Sales Tax Revenues on deposit or deemed to have been deposited into the RPA 2 Subaccount of the EATS Account of the Special Allocation Fund.

On such date, the City shall also submit to the Trustee a written report in substantially the form attached as **Exhibit A**. The City hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation of the Economic Activity Taxes. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

(b) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding, the CID shall transfer, or cause to be transferred, to the Trustee for application pursuant to **Section 402(b)** of the Indenture:

(1) all Net Revenues consisting of the CID Portion of CID Sales Tax Revenues; and

(2) all Net Revenues consisting of the TIF Portion of CID Sales Tax Revenues.

The parties agree that the TIF Portion of CID Sales Tax Revenues will be deemed to have first been transferred to the City for deposit into the EATS Account of the Special Allocation Fund and then transferred by the City to the Trustee pursuant to (a)(2) or (a)(3) above, but that the CID may transfer such moneys directly to the Trustee for administrative efficiency. On such date, the CID shall also submit, or cause to be submitted, a written report in substantially the form attached as **Exhibit B**. The CID hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to

annual appropriation of the CID Portion of CID Sales Tax Revenues. The foregoing provisions shall not be construed to impose any legal obligation on the CID to appropriate moneys for the payment of the Bonds.

(c) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th calendar day is not a Business Day) while the Bonds are Outstanding, the TDD shall transfer, or cause to be transferred, to the Trustee for application pursuant to **Section 402(b)** of the Indenture:

- (1) all Net Revenues consisting of the TDD Portion of TDD Sales Tax Revenues; and
- (2) all Net Revenues consisting of the TIF Portion of TDD Sales Tax Revenues.

The parties agree that the TIF Portion of TDD Sales Tax Revenues will be deemed to have first been transferred to the City for deposit into the EATS Account of the Special Allocation Fund and then transferred by the City to the Trustee pursuant to (a)(2) or (a)(3) above, but that the TDD may transfer such moneys directly to the Trustee for administrative efficiency. On such date, the TDD shall also submit, or cause to be submitted, a written report in substantially the form attached as **Exhibit B**. The TDD hereby pledges such revenues to the timely payment of all amounts due and owing under the Indenture, subject to annual appropriation of the TDD Portion of TDD Sales Tax Revenues. The foregoing provisions shall not be construed to impose any legal obligation on the TDD to appropriate moneys for the payment of the Bonds.

(d) **NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY AND EXCEPT AS NECESSARY TO CORRECT ADMINISTRATIVE ERROR, (1) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES GENERATED WITHIN RPA 1 TERMINATES ON SEPTEMBER [*12*], 2047, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL, (2) THE OBLIGATION OF THE CITY TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF CID SALES TAX REVENUES AND TDD SALES TAX REVENUES DEPOSITED OR DEEMED TO HAVE BEEN DEPOSITED INTO THE RPA 2 SUBACCOUNT OF THE EATS ACCOUNT OF THE SPECIAL ALLOCATION FUND TERMINATES ON THE DAY BEFORE THE 23RD ANNIVERSARY OF THE EFFECTIVE DATE OF THE ORDINANCE AUTHORIZING TAX INCREMENT FINANCING WITHIN RPA 2, (3) THE OBLIGATION OF THE CID TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE CID PORTION OF CID SALES TAX REVENUES TERMINATES ON OCTOBER 11, 2050 (OR SUCH LATER DATE TO WHICH THE TERM OF THE CID IS EXTENDED), WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL AND (4) THE OBLIGATION OF THE TDD TO TRANSFER TO THE TRUSTEE NET REVENUES CONSISTING OF THE TDD PORTION OF TDD SALES TAX REVENUES TERMINATES ON MARCH 31, 2065, WHETHER OR NOT THE PRINCIPAL OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.**

ARTICLE IV

NET REVENUES

Section 4.1. Special Allocation Fund. The City has previously established and shall hold the Special Allocation Fund in accordance with the provisions of the TIF Act, subject to the pledge of certain accounts therein to the Trustee pursuant to this Financing Agreement and the Indenture. The Special Allocation Fund, and the accounts therein, shall be segregated on the books and records of the City and

shall be kept separate and apart on the books and records of the City from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds or accounts of the City.

Section 4.2. Use of Special Allocation Fund.

(a) The RPA 1 Subaccounts of the PILOTS Account and the EATS Account of the Special Allocation Fund shall be maintained and administered by the City solely for the purposes provided herein and in the Indenture until the earlier of (1) the discharge of the Indenture in accordance with **Article IX** thereof or (2) September [*12*], 2047 (except as may be necessary to correct administrative error).

(b) If the City adopts tax increment financing within any other RPA while the Bonds are Outstanding, the Subaccounts of the PILOTS Account and the EATS Account of the Special Allocation Fund attributable to such RPA shall be maintained and administered by the City solely for the purposes provided herein and in the Indenture until the earlier of (1) the discharge of the Indenture in accordance with **Article IX** thereof or (2) the day before the 23rd anniversary of the effective date of the ordinance authorizing tax increment financing within such RPA (except as may be necessary to correct administrative error).

(c) The City shall, immediately upon receipt thereof, deposit all Payments in Lieu of Taxes received by it in the RPA 1 Subaccount of the PILOTS Account of the Special Allocation Fund. The City shall thereafter transfer all Net Revenues on deposit in the RPA 1 Subaccount of the PILOTS Account of the Special Allocation Fund to the Trustee pursuant to **Section 3.2**.

(d) The City shall, immediately upon receipt thereof, deposit all Economic Activity Taxes generated within RPA 1 in the RPA 1 Subaccount of the EATS Account of the Special Allocation Fund. The City shall thereafter transfer all Net Revenues on deposit in the RPA 1 Subaccount of the EATS Account of the Special Allocation Fund to the Trustee pursuant to **Section 3.2**.

(e) The City shall, immediately upon receipt thereof, deposit all Economic Activity Taxes generated within RPA 2 in the RPA 2 Subaccount of the EATS Account of the Special Allocation Fund. The City shall thereafter transfer all Net Revenues consisting of CID Sales Tax Revenues and TDD Sales Tax Revenues deposited or deemed to have been deposited in the RPA 2 Subaccount of the EATS Account of the Special Allocation Fund to the Trustee pursuant to **Section 3.2**.

(f) Notwithstanding any provision of the Redevelopment Agreement or the Cooperation Agreement to the contrary, the City, the CID, the TDD and the Developer hereby acknowledge and agree that the terms of the Indenture relating to the transfer and application of Net Revenues shall control.

(g) The Authority, the City, the CID and the TDD each covenant and agree that it will not authorize or issue bonds, notes or other obligations, senior to or on parity with the Bonds, payable from Net Revenues, except for the Bonds.

Section 4.3. Collection of Revenues; Covenant Regarding Real Property Tax Abatement.

(a) The City shall comply with the provisions of the Redevelopment Agreement relating to the collection of Payments in Lieu of Taxes and Economic Activity Taxes in such manner as the City deems prudent and advisable in its good faith discretion.

(b) The CID may, in its sole discretion, take such action as the CID deems appropriate to (1) cause the Missouri Department of Revenue to collect the CID Sales Tax and (2) cause retailers to pay

the CID Sales Tax. The CID hereby agrees that the Trustee may take such lawful action within its control to cause the Missouri Department of Revenue to collect the CID Sales Tax and to cause retailers to pay the CID Sales Tax.

(c) The TDD may, in its sole discretion, take such action as the TDD deems appropriate to (1) cause the Missouri Department of Revenue to collect the TDD Sales Tax and (2) cause retailers to pay the TDD Sales Tax. The TDD hereby agrees that the Trustee may take such lawful action within its control to cause the Missouri Department of Revenue to collect the TDD Sales Tax and to cause retailers to pay the TDD Sales Tax.

(d) The City covenants and agrees that it will not authorize or grant real property tax abatement within RPA 1 while the Bonds are Outstanding.

Section 4.4. Covenant to Request Appropriations.

(a) The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the City Council for each fiscal year of the City that the Bonds are Outstanding a request for an appropriation of the Net Revenues as set forth in **Sections 3.2(a)(2)** and **3.2(a)(3)** for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in **Section 402** of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the City to the Trustee at the times and in the manner provided in **Section 3.2** hereof and **Section 402** of the Indenture.

(b) The CID covenants and agrees that the officer or agent of the CID at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Directors of the CID for each fiscal year of the CID that the Bonds are Outstanding a request for an appropriation of the Net Revenues as set forth in **Section 3.2(b)**. Any funds appropriated as the result of such a request shall be transferred by the CID to the Trustee at the times and in the manner provided in **Section 3.2** hereof and **Section 402** of the Indenture.

(c) The TDD covenants and agrees that the officer or agent of the TDD at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Directors of the TDD for each fiscal year of the TDD that the Bonds are Outstanding a request for an appropriation of the Net Revenues as set forth in **Section 3.2(c)**. Any funds appropriated as the result of such a request shall be transferred by the TDD to the Trustee at the times and in the manner provided in **Section 3.2** hereof and **Section 402** of the Indenture.

(d) The parties acknowledge that tax increment financing for the RPA 1 Redevelopment Project expires on September [*12*], 2047. No Payments in Lieu of Taxes or Economic Activity Taxes generated within RPA 1 will be paid to the Trustee after such date except as may be necessary to correct administrative error.

(e) No CID Portion of CID Sales Tax Revenues will be paid to the Trustee after October 11, 2050 (or such later date to which the term of the CID is extended).

(f) No TDD Portion of TDD Sales Tax Revenues will be paid to the Trustee after March 31, 2065 except as may be necessary to correct administrative error.

Section 4.5. Enforcement of Agreements.

(a) The City shall enforce the provisions of the Redevelopment Agreement, and the City, the CID and the TDD shall enforce the provisions of the Cooperation Agreement, in such manner as the parties deem prudent and advisable in their good faith discretion.

(b) With respect to the collection or application of Net Revenues, the City, the CID and the TDD, as applicable, shall notify the Trustee in writing of any material failure of performance, related to the collection or application of Net Revenues, under the Redevelopment Agreement or the Cooperation Agreement of which they have actual knowledge and what action (if any) such party proposes to take to enforce available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may so advise the City, the CID or the TDD, as applicable, promptly in writing. If, within 30 days following advice by the Trustee that some other or additional action would be more effective, the applicable party has not taken such other or additional action, and the Trustee has not, after consultation with the applicable party, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, and with respect to the collection or application of Net Revenues, the City, the CID and the TDD hereby assign to the Trustee all of the rights they may have in the enforcement of the Redevelopment Agreement and the Cooperation Agreement, with respect to the collection or application of Net Revenues, further authorizing the Trustee in its own name or in the name of the City, the CID or the TDD, as applicable, to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate. The City reserves exclusive control over enforcement of all terms of the Redevelopment Agreement and the Cooperation Agreement that do not directly relate to the collection or application of Net Revenues.

(c) The City, the CID and the TDD shall not modify, amend or waive any provision of the Redevelopment Agreement or the Cooperation Agreement, to the extent that any such provision relates to the collection or application of Net Revenues, without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Redevelopment Agreement or the Cooperation Agreement if the proposed modification, amendment or waiver (1) may materially adversely affect the security for the Bonds, the interests of the Owners thereof or the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or (2) imposes additional duties on the Trustee, without reasonable provision for compensation, that were not contemplated upon the original execution of the Indenture. The Trustee shall be entitled to receive and rely upon an Opinion of Counsel as to whether any such proposed modification, amendment or waiver (A) may materially adversely affect the security for the Bonds, the interests of the Owners thereof or the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or (B) imposes additional duties on the Trustee, without reasonable provision for compensation, that were not contemplated upon the original execution of the Indenture.

ARTICLE V

GENERAL COVENANTS AND PROVISIONS

Section 5.1. Continuing Disclosure. The CID and the TDD covenant and agree that they will execute and deliver continuing disclosure agreements or undertakings that will satisfy Rule 15c2-12

promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the “Rule”) and will observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof, for the benefit of the Owners or beneficial owners from time to time of the Outstanding Bonds as therein provided. Notwithstanding any other provision of this Financing Agreement, the failure of the CID or the TDD to comply with the continuing disclosure agreement or undertaking shall not be considered an event of default under this Financing Agreement or under the Indenture.

Section 5.2. Tax Covenants. The City, the CID, the TDD and the Authority covenant and agree to comply with all provisions and requirements of the Tax Compliance Agreement executed in connection with the issuance of the Bonds.

Section 5.3. Obligations Under Indenture. The City hereby agrees to assume the obligations imposed on it under the Indenture.

ARTICLE VI

ASSIGNMENT

Section 6.1. Assignment by the Authority. The Authority, by means of the Indenture and as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement to the Trustee for the benefit of the Owners (reserving its Unassigned Authority’s Rights).

Section 6.2. Restriction on Transfer of Authority’s Interests. The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement or the Net Revenues except pursuant to the Indenture and this Financing Agreement.

Section 6.3. Restriction on Transfer of City, CID and TDD Interests. The City, the CID and the TDD will not sell, assign, transfer or convey their respective interests in the Net Revenues or this Financing Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The term “Event of Default” shall mean any one or more of the following events:

(a) Failure by the City, the CID or the TDD to timely transfer revenues to the Trustee pursuant to **Section 3.2** for a period of 10 days after written notice of such failure has been given to the applicable party by the Trustee.

(b) Failure by the City, the CID or the TDD to observe and perform any covenant, condition or agreement on the part of the applicable party under this Financing Agreement, other than as referred to in the preceding subparagraph (a) of this Section, for a period of 30 days after written notice of such default has been given to the applicable party by the Trustee or the Authority, during which time such default is neither cured by the applicable party nor waived in writing by

the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the City, the CID or the TDD, as applicable, shall be granted additional time to cure the default so long as corrective action is instituted by the applicable party within the 30-day period and diligently pursued to completion.

(c) The filing by the City, the CID or the TDD of a voluntary petition in bankruptcy, or failure by the City, the CID or the TDD to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the applicable party to carry on its operation, or adjudication of the applicable party as a bankrupt, or assignment by the City, the CID or the TDD for the benefit of creditors, or the entry by the City, the CID or the TDD into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City, the CID or the TDD in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

(d) Any representation or warranty by the City, the CID, the TDD or the Developer herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing contemplated herein shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the City, the CID, the TDD or the Developer, as applicable, within 30 days after notice thereof has been given to the applicable party.

(e) The occurrence of an Event of Default as specified in **Section 701** of the Indenture.

Section 7.2. Remedies on an Event of Default.

(a) Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may take any one or more of the remedial steps set forth in the Indenture; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City, the CID or the TDD under this Financing Agreement or the Indenture.

(b) Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied in accordance with **Section 708** of the Indenture.

(c) Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to the Trustee has been furnished to the Trustee, at no cost or expense to the Trustee, except as otherwise provided in **Section 801(I)** of the Indenture.

Section 7.3. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4. Parties to Give Notice of an Event of Default. The Authority, the City, the CID, the TDD and the Developer shall each promptly give to the Trustee written notice of any Event of Default of which such party, as the case may be, has actual knowledge or written notice, however, no party shall be liable for failing to give such notice.

Section 7.5. Performance of the City, the CID and TDD Obligations. If the City, the CID or the TDD fails to keep or perform any of its obligations as provided in this Financing Agreement, then the Trustee may (but shall not be obligated so to do), upon the continuance of such failure on the applicable party's part for 30 days after notice of such failure is given to the applicable party by the Trustee, and without waiving or releasing the applicable party from any obligation hereunder, as an additional but not exclusive remedy, perform any such obligation, and all necessary incidental costs and expenses incurred by the Trustee in performing such obligations shall be paid to the Trustee in accordance with **Section 402** and **Section 802** of the Indenture.

Section 7.6. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement other than the Unassigned Authority's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent as the Authority, but under the limitations and conditions imposed hereby. The Trustee shall be deemed a third-party creditor beneficiary of all representations, warranties, covenants and agreements contained herein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Authority, the City, the CID or the TDD is required or a party is required or permitted to take some action, such approval shall be given or such action shall be taken by the Authorized Authority Representative, the Authorized City Representative, the Authorized CID Representative or the Authorized TDD Representative, as applicable, and the Trustee shall be authorized to act on any such approval or action.

Section 8.2. Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of **Article IX** of the Indenture and provision has been made for paying all other sums payable under this Financing Agreement and the Indenture.

Section 8.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in **Section 1102** of the Indenture, except that any of the foregoing given to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1102** shall be given to all other parties mentioned therein (other than the Owners of the Bonds unless a copy is required to be furnished to them by other provisions of this Financing Agreement or the Indenture). The Authority, the City, the CID, the TDD, the Developer or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 8.4. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 8.5. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 8.6. Amendments, Changes and Modifications. Except as otherwise provided in this Financing Agreement or in the Indenture, subsequent to the issuance of the Series 2024 Bonds and prior to all of the Bonds being deemed to be paid in accordance with **Article IX** of the Indenture and provision being made for the payment of all sums payable under the Indenture in accordance with **Article IX** thereof, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of the Trustee, given in accordance with the Indenture.

Section 8.7. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.8. No Pecuniary Liability. Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority, the City, the CID, the TDD or the Developer, or the breach thereof, shall constitute or give rise to or impose upon the Authority, the City, the CID, the TDD or the Developer a pecuniary liability (except to the extent of any Net Revenues actually received by the City, the CID or the TDD and appropriated to the payment of the Bonds). No provision hereof shall be construed to impose a charge against the general credit of the Authority, the City, the CID, the TDD or the Developer or any personal or pecuniary liability upon any director, officer, agent, governing body member or employee of the Authority, the City, the CID, the TDD or the Developer.

Section 8.9. Extent of Covenants; No Personal or Pecuniary Liability.

(a) All covenants, obligations and agreements of the Authority contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than his official capacity, no official executing the Bonds shall be liable personally on the Bonds and no present or future director, officer, agent or employee of the Authority shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the Authority contained in this Financing Agreement or in the Indenture.

(b) All covenants, obligations and agreements of the City, the CID, the TDD and the Developer contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future governing body member, officer, director, agent or employee of the City, the CID, the TDD or the Developer in other than his official capacity, and no present or future governing body member, officer, director, agent or employee of the City, the CID, the TDD or the Developer shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the City, the CID, the TDD or the Developer contained in this Financing Agreement.

Section 8.10. General Limitation. ANY OTHER TERM OR PROVISION OF THIS FINANCING AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, NONE OF THE CITY, THE CID, THE TDD OR THE AUTHORITY SHALL BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 8.11. Severability. If any provision of this Financing Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections in this Financing Agreement contained shall not affect the remaining portions of this Financing Agreement, or any part thereof.

Section 8.12. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.13. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF CAPE GIRARDEAU, MISSOURI, the CITY OF CAPE GIRARDEAU, MISSOURI, the RCC COMMUNITY IMPROVEMENT DISTRICT, the RCC TRANSPORTATION DEVELOPMENT DISTRICT and RIVER CITY CENTRE, LLC have caused this instrument to be executed on their behalf all as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE COUNTY OF CAPE
GIRARDEAU, MISSOURI**

By: _____
President

[SEAL]

ATTEST:

Secretary

[Financing Agreement]

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
City Manager

[SEAL]

ATTEST:

City Clerk

[Financing Agreement]

**RCC COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Chairman

[SEAL]

ATTEST:

By: _____
Secretary

[Financing Agreement]

**RCC TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]

ATTEST:

By: _____
Secretary

[Financing Agreement]

RIVER CITY CENTRE, LLC

By: _____
Name: Lucas M. Haley
Title: Authorized Agent

EXHIBIT A

FORM OF CITY MONTHLY REPORT

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of the County of Cape Girardeau, Missouri, Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024

Ladies and Gentlemen:

The City herewith transfers to the Trustee the following sums that were received by the City during the month of _____, [year]:

\$ _____ Net Revenues constituting **Payments in Lieu of Taxes**
(for deposit into the PILOTS Account of the Revenue Fund)

\$ _____ Net Revenues constituting **Economic Activity Taxes**
(for deposit into the EATS Account of the Revenue Fund)

All moneys so received, totaling \$ _____, have been transferred to UMB Bank, N.A., as trustee (the "Trustee"), under the Trust Indenture dated as of September 1, 2024, between the Trustee and The Industrial Development Authority of the County of Cape Girardeau (the "Indenture").

Except as otherwise provided herein, the capitalized terms used herein shall have the meanings provided in the Indenture.

CITY OF CAPE GIRARDEAU, MISSOURI

By: _____
Title: _____

cc: *Stifel, Nicolaus & Company, Incorporated*

EXHIBIT B

FORM OF CID/TDD MONTHLY REPORT

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of the County of Cape Girardeau, Missouri, Tax Increment and Special District Revenue Bonds (West Park Mall Redevelopment Project), Series 2024

Ladies and Gentlemen:

The [*CID/TDD*] herewith transfers to the Trustee the following sums that were received by the [*CID/TDD*] during the month of _____, [year]:

\$_____ Net Revenues constituting **TIF Portion of [*CID/TDD*] Sales Tax Revenues** (for deposit into the EATS Account of the Revenue Fund)

\$_____ Net Revenues constituting **[*CID/TDD*] Portion of [*CID/TDD*] Sales Tax Revenues** (for deposit into the [*CID/TDD*] Revenues Account of the Revenue Fund)

All moneys so received, totaling \$_____, have been transferred to UMB Bank, N.A., as trustee (the “Trustee”), under the Trust Indenture dated as of September 1, 2024, between the Trustee and The Industrial Development Authority of the County of Cape Girardeau (the “Indenture”).

Except as otherwise provided herein, the capitalized terms used herein shall have the meanings provided in the Indenture.

**RCC [*COMMUNITY IMPROVEMENT /
TRANSPORTATION DEVELOPMENT*]
DISTRICT**

By: _____
Title: _____

cc: *Stifel, Nicolaus & Company, Incorporated*

Staff: Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Agenda: Clerk
8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-136

SUBJECT

An Ordinance amending and readopting Sections 2-90 to 2-97 of the City Code relating to Conflicts of Interest.

EXECUTIVE SUMMARY

This proposed Ordinance amends and readopts the existing Sections of the Code of Ordinances relating to Conflicts of Interest.

The Revised Statutes of Missouri state that any political subdivision with an annual operating budget exceeding \$1 million is subject to conflicts of interest and financial disclosures. Under RSMO. 105.485(4), the City has the option to follow the state statutes relating to disclosure of conflicts of interest or to biennially adopt an ordinance to establish its own method of disclosing conflicts of interest and substantial interests. It has been confirmed by the Missouri Ethics Commission that if a city adopts a procedure under Secs. 105.483 to 105.485 RSMo, then that subdivision is exempt from the statutory procedures for financial disclosure. Since 1992, the city council has bi-annually adopted its own Ordinance relating to Conflicts of Interest, with the most recent Ordinance being adopted in August of 2022.

BACKGROUND/DISCUSSION

The City's existing Conflicts of Interest ordinance has been compared to the existing state statutes. The City's existing ordinance does not address candidates for elected office, filing of personal financial disclosure statements, and penalty for candidates who do not file a statement by the required deadlines. The attached ordinance reflects the following changes to the City Ordinance:

- Sec. 2-90 - adds definition of "decision-making public servant"
- Sec. 2-92(6) - regarding performance of services, adds "firm or corporation" after person
- Sec. 2-93 - regarding prohibited acts, adds "or any agency of the city" after city
- Sec. 2-95(c) and (e) - adds "candidate for elected office" relating to conflicts of interest and filing of financial interest statements by candidates
- Sec. 2-97(b) - defines penalty for candidate not timely filing financial interest statements.

STAFF RECOMMENDATION

This ordinance is presented for Council consideration to amend and readopt Sections 2-90 to 2-97 of the City Code relating to Conflicts of Interest.

ATTACHMENTS:

Name:	Description:
☐ Conflicts.Of.Interest.Ordinance.2024.docx	Ordinance

AN ORDINANCE AMENDING AND READOPTING
SECTIONS 2-90 TO 2-97 OF THE CITY CODE OF
CAPE GIRARDEAU, MISSOURI, RELATING TO
CONFLICTS OF INTEREST

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

ARTICLE 1. Chapter 2, Article IV, Sections 2-90, 2-91, 2-92, 2-93, 2-94, 2-95, 2-96, and 2-97 of the Code of Ordinances of the City of Cape Girardeau, Missouri, are hereby amended and re-enacted, in words and figures, to read as follows:

Sec. 2-90. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adversary proceedings means any proceedings in which a record of the proceedings may be kept and maintained as a public record at the request of either party by a court reporter, notary public or other person authorized to keep such record by law or by any rule or regulation of the agency conducting the hearing; or from which an appeal may be taken directly or indirectly, or any proceeding from the decision of which any party must be granted, on request, a hearing de novo; or any arbitration proceeding; or a proceeding of the personnel review board of the city; or an investigative proceeding initiated by a city official, department, division, or agency which pertains to matters which, depending on the conclusion of the investigation, could lead to a judicial or administrative proceeding being initiated against the party by the official, department, division or agency.

Business entity means a corporation, association, firm, partnership, proprietorship, or business entity of any kind or character.

Business with which a person is associated means:

- (1) Any sole proprietorship owned by the person, the person's spouse or any dependent child in the person's custody;
- (2) Any partnership or joint venture in which the person or the person's spouse is a partner, other than as a limited partner of a limited partnership, and any corporation or limited partnership in which the person is an officer or director or of which either the person or the person's spouse or dependent child in the person's custody whether singularly or collectively owns in excess of ten percent of

the outstanding shares of any class of stock or partnership units; or

- (3) Any trust in which the person is a trustee or settlor or in which the person or the person's spouse or dependent child whether singularly or collectively is a beneficiary or holder of a reversionary interest of ten percent or more of the corpus of the trust.

Confidential information means all information whether transmitted orally or in writing which is of such a nature that it is not, at that time, a matter of public record or public knowledge.

Decision-making public servant means an official, appointee or employees of the offices of the City who exercises supervisory authority over the negotiation of contracts, or has the legal authority to adopt or vote on the adoption of rules and regulations with the force of law or exercises primary supervisory responsibility over purchasing decisions.

Dependent child in his custody means all children, stepchildren, foster children and wards under the age of 18 residing in this person's household and who receive in excess of 50 percent of their support from the person.

Public document means a state tax return or a document or other record maintained for public inspection without limitation on the right of access to it and a document filed in a juvenile court proceeding.

Substantial interest or substantial financial interest means ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly, of ten percent or more of any business entity, or of an interest having a value of \$10,000.00 or more, or the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, of a salary, gratuity, or other compensation or remuneration of \$5,000.00 or more, per year from any individual, partnership, organization, or association within any calendar year.

Substantial personal or private interest in any measure, bill, order or ordinance means any interest in a measure, bill, order or ordinance which results from a substantial interest or substantial financial interest in a business entity.

Sec. 2-91. Prohibited acts by elected, appointed officials, employees—Generally.

- (a) No elected or appointed official or employee of the city shall:
 - (1) Act or refrain from acting in any capacity in which he is lawfully empowered to act as such an official or employee by reason of any payment, offer to pay, promise to pay, or receipt of anything of actual pecuniary value paid or

payable, or received or receivable, to himself or any third person, including any gift or campaign contribution, made or received in relationship to or as a condition of the performance of an official act, other than compensation to be paid by the city.

- (2) Use confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself, his spouse, his dependent child in his custody, or any business with which he is associated.
 - (3) Disclose confidential information obtained in the course of or by reason of his employment or official capacity in any manner with intent to result in financial gain for himself or any other person.
 - (4) Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including, but not limited to, increases in retirement benefits, whether received from the state or any third party by reason of such act. For the purposes of this subdivision, the term "special monetary benefit" means being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected. In all such matters such officials must recuse themselves from acting, except that such official may act on increases in compensation subject to the restrictions of Mo. Const., art. VII, Section 13.
 - (5) Use his decision-making authority for the purpose of obtaining a financial gain which materially enriches himself, his spouse or dependent children by acting or refraining from acting for the purpose of coercing or extorting from another anything of actual pecuniary value.
- (b) No elected or appointed official or employee of the city shall offer, promote, or advocate for a political appointment in exchange for anything of value to the city, to himself, or to any other person.

Sec. 2-92. Prohibited acts by elected, appointed officials, employees—Additionally.

No elected or appointed official or employee of the city serving in an executive or administrative capacity shall:

- (1) Perform any service for the city for receipt or payment of any compensation, other than of the compensation provided for the performance of his official duties, in excess of \$500.00 per transaction or \$5,000.00 per annum, except on

- transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received.
- (2) Sell, rent or lease any property to the city and receive consideration therefor in excess of \$500.00 per transaction or \$5,000.00 per year unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.
 - (3) Participate in any matter, directly or indirectly, in which he attempts to influence any decision of the city when he knows the result of such decision may be the acceptance of the performance of a service or the sale, rental, or lease of any property to the city for consideration in excess of \$500.00 value per transaction or \$5,000.00 value per annum to him, to his spouse, to a dependent child in his custody or to any business with which he is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.
 - (4) Perform any services or actions during the time of his office or employment for any consideration from the city, or from any person, to him, to his spouse, to a dependent child in his custody, or to any business with which he is associated, other than the compensation provided for the performance of his official duties, by which service or action he attempts to influence a decision of the city.
 - (5) Perform any service for consideration, during one year after termination of his office or employment, by which performance he attempts to influence a decision of the city, except that this provision shall not be construed to prohibit any person from performing such service and receiving compensation therefor, in any adversary proceeding or in the preparation or filing of any public document.
 - (6) Perform any service for any consideration for any person, firm or corporation after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.

Sec. 2-93. Prohibited acts by elected, appointed officials, employees—Council members.

- (a) In addition to the other requirements of this article, no member of the city council shall:

- (1) Perform any service for the city or any agency of the city for any consideration other than the compensation provided for the performance of his official duties except as otherwise provided in this section.
 - (2) Sell, rent or lease any property to the city or any agency of the city for consideration in excess of \$500.00 per transaction or \$5,000.00 per annum unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.
 - (3) Attempt, for any compensation other than the compensation provided for the performance of his official duties, to influence the decision of the city or any agency of the city on any matter; except that, this provision shall not be construed to prohibit such person from participating for compensation in the preparation or filing of any public document or conference thereon.
- (b) No sole proprietorship, partnership, joint venture or corporation in which any member of the city council is the sole proprietor, partner, coparticipant or owner of in excess of ten percent of the outstanding shares of any class of stock, shall:
- (1) Perform any service for the city or any agency of the city for any consideration in excess of \$500.00 per transaction or \$5,000.00 per annum unless the transaction is made pursuant to an award on a contract let after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received.
 - (2) Sell, rent or lease any property to the city or any agency of the city where the consideration is in excess of \$500.00 per transaction or \$5,000.00 per annum unless the transaction is made pursuant to an award on a contract let or a sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.

Sec. 2-94. Exceptions to this article.

- (a) No provision of this article shall be construed to prohibit any person from performing any ministerial act or any act required by order of a court or by law to be performed.
- (b) No provision of this article shall be construed to prohibit any person from communicating with the city attorney concerning any prospective claim or complaint then under consideration not otherwise prohibited by law.
- (c) No provision of this article shall be construed to prohibit any person, firm or corporation from receiving compensation for property taken by the city under the power of eminent domain

in accordance with the provisions of the constitution and the laws of the state.

Sec. 2-95. Procedure to disclose potential conflicts of interest and substantial interests.

- (a) *Declaration of policy.* The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.
- (b) *Conflicts of interest.* The mayor or any member of the city council who has a substantial personal or private interest, as defined by this chapter or state law, in any matter before the council shall disclose on the minutes of the city council the nature of that interest and shall be disqualified from voting on, discussing with the council, or talking to staff on any matters relating to this interest.
- (c) *Disclosure reports.* Each elected official, candidate for elected office, the city manager, the chief purchasing officer and the city attorney (if employed full-time) shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:
 - (1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500.00, if any, that such person had with the city, other than compensation received as an employee or payment of any tax, fee or penalty due to the city, and other than transfers for no consideration to the city.
 - (2) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500.00, if any, that any business entity in which such person had a substantial personal or financial interest, had with the city, other than payment of any tax, fee or penalty due to the city or transactions involving payment for providing utility service to the city, and other than transfers for no consideration to the city.
 - (3) The city manager, the chief purchasing officer and the city attorney (if employed full-time) also shall disclose by May 1 for the previous calendar year the following information:

- a. The name and address of each of the employers of such person from whom income of \$1,000.00 or more was received during the year covered by the statement;
 - b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.
- (4) In addition to all of the other information required to be disclosed by the provisions of this chapter, the mayor and each member of the city council shall report the following information for themselves, their spouses and each of their dependent children. This additional information shall be included with the other material included with the financial interest statements required to be filed by this chapter and shall be filed according to the same schedules and deadlines for such other reports:
- a. Any sole proprietorship owned, general partnerships or joint ventures, in which they are a partner or coparticipant; and closely held corporations or limited partnerships where they own any outstanding stock or financial interest.
 - b. Any city licenses held personally or by any of the entities included in subsection (c) (1) of this section.
 - c. Address and description of any real estate owned in Cape Girardeau County or Scott County.
 - d. Any corporation where they serve as director, officer or receiver. Copies of these reports shall be kept at the city clerk's office and shall be available to the public for inspection during regular office hours of the city clerk.
- (4) The name and employer of dependent children under twenty-one years of age of each person required to file a financial

interest form under this section shall be redacted and not made publicly available, upon the written request of such person to the city.

- (d) *Filing of reports.* The reports required by this section and by RSMo. ch. 105 shall be filed with the city clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.
- (e) *When filed.* The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:
 - (1) Each candidate for elected office which is required to file a personal financial disclosure statement shall file a financial interest statement no later than twenty-one days after the close of filing at which the candidate seeks nomination or election. The statement shall be for the twelve months prior to the closing date, except that in the event an individual does not become a candidate until after the date of certification for candidates, the statement shall be filed within fourteen days of the individual's nomination. An individual required to file a financial interest statement because of the individual's candidacy for office prior to a primary election in accordance with this section is also required to amend such statement no later than the close of business on Monday prior to the general election to reflect any changes in financial interest during the interim. The appropriate election authority shall provide to the candidate at the time of filing for election written notice of the candidate's obligation to file the financial interest statement, and the candidate shall sign a statement acknowledging receipt of said notice.
 - (2) Each person appointed to office shall file the statement within 30 days of such appointment or employment;
 - (3) Every other person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31, provided that any member of the city council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - (4) The deadline for filing any statement required by this section shall be 5:00 p.m. of the last day designated for filing the statement. When the last day of filing falls on a Saturday or Sunday or on an official city holiday, the deadline for filing is extended to 5:00 p.m. on the next day which is not a Saturday or Sunday or official holiday. Any statement required within a specified time shall be deemed to be timely filed if it is postmarked not later than

midnight of the day previous to the last day designated for filing the statement.

Sec. 2-96. Distribution of conflict of interest ordinance.

The city clerk shall cause a copy of this article to be distributed to every public officer and employee of the city. Each public officer and employee elected, appointed or engaged thereafter shall be furnished a copy before entering upon the duties of his office or employment.

Sec. 2-97. Procedures; penalties.

- (a) If any elected official violates any provision of sections 2-90 through 2-96, inclusive, whether willfully or unintentionally, that official is subject to the procedures and penalties set out in this section.
- (1) By a motion of a city council meeting, any council member may request a public hearing with respect to a violation of any provision of sections 2-90 through 2-96, inclusive, by any elected official. Such motion shall include details as to the identity of the elected official in question and the facts and circumstances supporting the movant's allegation of such violation.
 - (2) If such motion is adopted by the council, a public hearing into the matter shall be held within 30 days. At such public hearing, the movant shall first present all particulars relating to the alleged violation and the accused elected official shall then be afforded the opportunity to rebut the charges.
 - (3) If the council determines that such violation has occurred, the council may, by resolution, censure the official. Such finding of the council may also be the basis for a proceeding for forfeiture of office or impeachment of such elected official.
- (b) If a candidate for office does not file a financial interest statement with the city clerk and the Missouri Ethics Commission by the close of business on the twenty-first day after the last day for filing for election for which the person is a candidate, the city attorney shall notify the official who accepted such candidate's declaration of candidacy that the candidate is disqualified. Such election official shall have the candidate's name removed from the ballot.
- (c) In addition to any other procedures and penalties set out in this section, any person who violates any provision of this article or knowingly misrepresents or omits any facts required to be contained in any financial interest statement filed as required by this article shall, upon conviction, be punished as prescribed in section 1-10.

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 _____, 2024.

Stacy Kinder, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk



Staff: Bruce Taylor, Deputy City Clerk
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

24-138

SUBJECT

Appointment of one member to the Parks and Recreation Advisory Board for a term expiring October 29, 2025.

EXECUTIVE SUMMARY

Mark Stone was serving a term on the Parks and Recreation Advisory Board set to expire October 29, 2025. Mr. Stone resigned from the board on July 8, 2024. A copy of the roster is attached for your review.

BACKGROUND/DISCUSSION

The Parks and Recreation Advisory Board acts in an advisory capacity to the City Council to review, promote and expedite development of existing and new public park and recreational facilities and activities. The City Council shall appoint eleven members to the Parks and Recreation Advisory Board. Members of the Board serve for three-year terms.

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

Applicant	Ward	Citizen Academy Graduate
Britt, Matt	5	No
Freeman, Brock	2	No
Godwin, Holly	5	No
Griffith, Greg	2	Yes
Harris, S. Donald	5	No
Jones, Kristin	6	No
Latham, Michelle	4	Yes
Livesay, Joy	5	No
McBride, Marvin	2	No
Meehan, Dharmiyon	3	No
Nichols, Jeremiah	6	No
Ostrowski, Andrew	3	No
Ringwald, Scott	6	No
Spear, John	4	No
Timlin, Kevin	3	No

BOARD OR COMMISSION RECOMMENDATION

At its August 12, 2024, Meeting, the Parks and Recreation Advisory Board consented to recommend John Spear to be appointed to a term expiring October 29, 2025.

ATTACHMENTS:	
Name:	Description:
Parks.roster.pdf	Park and Recreation Board Roster
roster_attendance.park.pdf	Park and Recreation Board Attendance Roster

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
July 15, 2024

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted.
Members may serve for only two consecutive full terms on the same board or commission.

Parks and Recreation Advisory Board

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
Lewis Jackson Hill (Tree Board Liaison)	October 18, 2021	---	October 29, 2024
Darrin Bruenderman	January 24, 2022	---	October 29, 2024
Philip Moore	September 19, 2022	---	October 29, 2024
Anne Dohogne	September 4, 2018	10/15/18; 4/16/19; 10/18/21	October 29, 2024
Percy Huston	July 18, 2022	11/07/22	October 29, 2025
Tamera Buck	November 7, 2022	---	October 29, 2025
vacant			October 29, 2025
Thomas Drummond	May 20, 2024	---	October 29, 2025
Beverly Evans	May 21, 2018	10/19/20 ; 10/16/23	October 29, 2026
Jerry Dement	October 16, 2023	---	October 29, 2026
MaryAnn Maloney	October 16, 2023	---	October 29, 2026
Council, Nate Thomas, ex-officio	May, 2022		

Serve three year terms, two full term limit, appointed by Council. Regular meetings held second Monday at 5:30 p.m. in Osage Centre. A Council member may serve as liaison. Staff contact –Parks & Recreation Director, Doug Gannon 339-6340.

PARKS AND RECREATION ADVISORY BOARD Attendance Record

Ordinance effective 4/13/00

P = present, A = absent

2024 2nd Monday	Jan 9	Feb 12	Mar 11	Apr 8	May 13	Jun 10	Jul 8	Aug 12	Sep 12	Oct 14	Nov 12	Dec 9	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Bruenderman, Darrin	P	P	P	P	A	P	P						05/24/24		09/15/23	01/24/22	
Buck, Tamera	P	P	P	P	P	P	P						10/13/23				11/07/22
Cantrell, David	Resigned 2/6/24											09/15/20	02/22/23	#####	11/07/22		
Dement, Jerry		A	P	P	P	P	P										
Dohogne, Ann		P	P	A	A	P	P						09/19/22	05/09/23	#####	09/04/18	02/22/19
Drummond, Thomas	Appointed 5/20/24						P										
Evans, Beverly		P	A	P	P	P	P										05/21/18
Huston, Percy		P	P	A	P	P	P										
Jackson Hill, Lewis		P	P	P	P	P	P										10/18/21
Maloney, Mary Ann		P	P	P	P	P	P										
Moore, Philip		P	P	P	A	P	P										09/19/22
Stone, Mark		P	P	P	A	P	P	resigned 7/8/24					02/22/23	05/09/23		11/07/22	07/08/24

2023 2nd Monday	Jan 9	Feb 13	Mar 13	Apr 10	May 9	Jun 12	Jul 10	Aug 14	Sep 12	Oct 11	Nov 14	Dec 12	1st letter	2nd letter	3rd letter	appt'ed	termi- nated	
Bruenderman, Darrin	P	P	P	P	P	P	P	A	A	P	P		05/02/24		09/15/23	01/24/22		
Buck, Tamera		P	P	P	P	P	P	A	P	A	P	P	10/13/23				11/07/22	
Cantrell, David	P	A	P	P	P	P	P	P	A	P	P	P	09/15/20	02/22/23	#####	11/07/22		
Dement, Jerry	appointed 10/16/23										P	P						
Noel, Kevin	P	P	A	P	A	P	P	P	P	P	P	P	09/19/22	05/09/23		09/04/18	02/22/19	
Evans, Beverly	P	P	A	P	P	A	P	P	P	P	P	P				05/21/18		
Frazier, Pete	P	A	P	P	P	P	P	P	P	P		termed out	01/06/21	10/20/22	#####	03/21/16		
Huston, Percy	P	P	P	P	P	P	P	P	P	P	P	P	11/21/22				07/18/22	
Jackson Hill, Lewis	P	P	P	P	P	P	P	P	P	P	P	P					10/18/21	
Maloney, Mary Ann	appointed 10/16/23										P	P				10/16/23		
Moore, Philip	A	P	P	P	P	P	P	P	P	P	P	P					09/19/22	
Noel, Kevin	A	P	P	P	P	P	P	P	P	P		med out	12/28/17				09/15/15	10/16/23
Stone, Mark	P	A	P	P	A	P	P	P	P	P	P	P	02/22/23	05/09/23			11/07/22	

2022 2nd Monday	Jan 11	Feb 14	Mar 14	Apr 11	May 9	Jun 13	Jul 11	Aug 8	Sep 12	Oct 11	Nov 14	Dec 12	1st letter	2nd letter	3rd letter	appt'ed	termi- nated	
Bruenderman, Darrin	Appointed 11/07/22		P	P	P	P	P	P	P	P	P	P					01/24/22	
Buck, Tamera	Appointed 11/07/22										P	A					11/07/22	
Cantrell, David	P	P	P	P	A	P	P	P	P	P	A	P	09/15/20				11/07/22	
Dohogne, Ann	P	A	P	P	A	P	P	A	P	P	P	P	09/19/22				09/04/18	02/22/19

Evans, Beverly	P	P	P	P	P	P	P	P	P	P	P	P					05/21/18	
Frazier, Pete	P	P	P	A	P	P	P	P	A	P	P		01/06/21	10/20/22			03/21/16	
Glenn, Tracey	P	P	P	P	P	P	P	P	A	P	P		09/15/20				10/17/16	
Huston, Percy	Appointed 07/18/22						P	P	A	A	P		11/21/22				07/18/22	
Jackson Hill, Lewis	P	P	P	P	P	P	P	P	P	A	P						10/18/21	
LaBruyere, Bradley	A	P	A	P	P	P	A	Terminated 07/12/22 attenda					10/22/20	03/21/22			10/15/18	07/12/22
Moore, Philip	Appointed 9/19/22										P	P	P				09/19/22	
Noel, Kevin	P	P	P	P	P	P	P	A	P	P	P	P					12/28/17	09/15/15
Robinson, Chatez	P	P	P	P	A	Terminated 05/9/22 attendance						12/22/21					02/15/21	05/16/22
Stone, Mark	P	P	P	A	P	P	P	P	P	A	P						11/07/22	

2021 2nd Monday	Jan 11	Feb 8	Mar 8	Apr 12	May 10	Jun 14	Jul 12	Aug 9	Sep 13	Oct 11	Nov 8	Dec 13	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Cantrell, David	P	P	P	P	A	P	M	M	A	P	P	P	9/15/2020			05/15/17	
Dohogne, Ann	P	P	P	P	A	P	P	P	P	P	P	P					02/22/19
Evans, Beverly	P	P	P	P	A	P	P	P	P	P	P	P				05/21/18	
Frazier, Pete	P	P	P	P	P	P	P	P	P	P	P	A	1/6/2021			03/21/16	
Glenn, Tracey	P	P	P	P	P	P	P	P	P	P	P	P	9/15/2020			10/17/16	
Harville, Meghan	P	A	P	A	A	P	P	P	P	A	MINA	5/13/2021				11/16/20	11/09/21
Jackson Hill, Lewis	Appointed 10/18/21										P	P					
Hudson, Rodger	P	P	P	P	P	P	P	P	P	Termed out 10/4/21							10/04/21
LaBruyere, Bradley	P	P	A	P	P	P	P	P	P	A	P	P	10/22/2020			10/15/18	
Noel, Kevin	P	P	P	P	P	P	P	P	A	P	P	P	12/28/2017				
Robinson, Chatez	Appointed 2/1		P	P	P	A	P	P	A	A	12/22/2021					02/15/21	
Stilson, Ken	P	P	P	P	P	A	P	Resigned 8/24/21							05/15/17	08/24/21	
Stone, Mark	Appointed 9/20/21										P	P	P				

2020 2nd Monday	Jan 13	Feb 10	Mar 9	Apr 13	May 11	Jun 8	Jul 13	Aug 10	Sep 14	Oct 12	Nov 9	Dec 14	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Cantrell, David	P	P	A	C	P	A	P	P	A	P	P	P	9/15/2020			05/15/17	
Dohogne, Ann	P	P	P	A	P	A	P	P	P	A	P	P				09/04/18	02/22/19
Evans, Beverly	P	P	P	C	A	P	P	A	P	P	P	P				05/21/18	
Frazier, Pete	P	P	P	N	P	P	P	A	P	P	P	A				03/21/16	
Glenn, Tracey	A	P	P	C	P	P	P	A	A	P	P	P	9/15/2020			10/17/16	
Harville, Meghan	Appointed November 16, 2020											P			11/16/20		
Hudson, Rodger	P	P	P	P	P	P	P	P	P	P	P	P					
Knudtson, Gunnar	P	P	A	P	A	P	P	P	A	A	Terminated-atten		9/15/2020			10/15/18	10/14/20
LaBruyere, Bradley	P	P	A	P	P	P	P	P	A	A	P	P	10/22/2020			7/18/	
Noel, Kevin	P	P	P	P	P	P	P	P	A	P	P	P	12/28/2017				
Snider, Nick	P	P	A	P	P	A	A	P	P	P	P	P	8/11/2020				01/08/21
Stilson, Ken	P	P	P	P	P	P	P	P	P	A	P	P				05/15/17	

2019 2nd Monday	Jan 14	Feb 11	Mar 11	Apr 8	May 13	Jun 10	Jul 8	Aug 12	Sep 9	Oct 14	Nov 12	Dec 9	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Cantrell, David	P	P	P	P	P	A	A	P	P	P	P	P				05/15/17	
Dohogne, Ann	P	A	ated	P	P	A	P	P	P	P	P	P					02/22/19
Evans, Beverly	P	A	P	P	P	P	P	A	P	P	P	P				05/21/18	
Frazier, Pete	P	P	P	A	P	P	P	P	P	P	P	P				03/21/16	
Glenn, Tracey	P	P	P	P	P	A	P	P	P	P	P	P				10/17/16	
Hudson, Rodger	P	P	P	A	P	P	P	P	P	P	P	P					
Huston, Percy	P	P	P	P	Terminated 4/15/19							4/21/2017				04/15/19	
Knudtson, Gunnar	P	P	P	A	A	P	P	P	P	P	P	P	7/17/2019			10/15/18	
LaBruyere, Bradley	P	P	A	P	P	P	P	A	P	P	P	P				10/15/18	
Noel, Kevin	P	P	P	P	A	P	P	P	P	P	P	P	12/28/2017				
Snider, Nick	Appointed 4/15/19				P	P	P	P	P	P	P	P					
Stilson, Ken	P	P	P	P	P	P	P	P	P	P	P	P				05/15/17	

2018 2nd Monday	Jan 9	Feb 12	Mar 12	Apr 9	May 14	Jun 11	Jul 9	Aug 13	Sep 10	Oct 8	Nov 12	Dec 10	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Billmeyer, Craig	P	P	A	P	P	P	P	P	P	P	P	ed out 10/1					10/15/18
Cantoni, Phillip	P	P	P	P	P	A	Terminated 6/20/18					12/28/17	01/02/18		11/16/15	06/20/18	
Cantrell, David	P	P	P	P	P	P	P	P	P	P	P	A				05/15/17	
Dohogne, Ann	Appointed September 4, 2018								P	P	P	A					
Evans, Beverly	Appointed May 21, 2018					P	A	P	P	P	P	P				05/21/18	
Frazier, Pete	P	P	P	P	P	P	P	P	A	P	P	P				03/21/16	
Glenn, Tracey	P	P	P	P	P	P	P	P	P	P	P	P				10/17/16	
Hudson, Roger	P	P	P	P	P	P	P	P	P	P	P	P					
Huston, Percy	P	P	P	P	P	P	P	P	P	P	P	P	4/21/2017				
Knudtson, Gunnar	Appointed 10/15/18											P			10/15/18		
LaBruyere, Bradley	Appointed 10/15/18											P			10/15/18		
Neff, Bari	P	P	P	P	P	P	P	P	P	P	P	ed out 10/1					
Noel, Kevin	P	P	P	P	P	A	P	P	P	P	P	A	12/28/2017				
Presson, Daniel	Resigned 4/13-Council Member														01/19/16	04/13/18	
Stilson, Ken	P	P	P	P	P	P	P	P	P	P	P	P				05/15/17	

2017 2nd Monday	Jan 10	Feb 13	Mar 13	Apr 10	May 8	Jun 13	Jul 17	Aug 14	Sep 11	Oct 9	Nov 13	Dec 11	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Billmeyer, Craig	P	P	P	P	A	P	P	P	P	P	A	P					
Cantoni, Phillip	P	P	P	P	P	P	P	A	P	P	A	A	12/28/17			11/16/15	
Cantrell, David	Appt 5/15/17					P	P	P	A	P	A	P				05/15/17	
Frazier, Pete	P	P	P	P	P	P	P	P	P	P	P	P				03/21/16	
Glenn, Tracey	P	P	P	P	P	P	P	P	P	P	P	A				10/17/16	

Hillman, Angel	P	A	P												10/17/16	05/01/17
Hudson, Roger	P	A	P	P				P	P	P	P	P				
Huston, Percy	P	P	A	P				P	P	P	P	A	4/21/2017			
Neff, Bari	P	P	P	P				P	P	P	P	P				
Noel, Kevin	P	P	A	P				A	P	P	P	A	12/28/2017			
Presson, Daniel	P	P	P	P				P	P	P	P	P			01/19/16	
Slattery, Terry	P	P	A	05/08/17									08/23/16		05/08/17	
Stilson, Ken	Appt 5/15/17							P	P	P	P	P				05/15/17

2016 2nd Monday	Jan 11	Feb 8	Mar 14	Apr 11	May 9	Jun 13	Jul 11	Aug 8	Sep 12	Oct 10	Nov 14	Dec 12	1st letter	2nd letter	3rd letter	appt'ed	termin- ated
Billmeyer, Craig	P	P	P	P	P	P	P	P	A	P	P	P					
Cantoni, Phillip	P	A	P	A	P	P	P	P	P	P	P	P				11/16/15	
Evans, Beverly	A	P	P	P	P	P	A	P	P	P							10/17/16
Frazier, Pete	Appointed			P	P	P	P	P	P	A	P	A				03/21/16	
Glenn, Tracey	Appointed 10/17/16										P	P			10/17/16		
Harris, Robert	P	P	P	P	P	P	P	P	P	P							10/17/16
Hillman, Angel	Appointed 10/17/16										P	P			10/17/16		
Hudson, Roger	P	P	P	A	P	P	P	P	P	P	P	P					
Huston, Percy	P	P	P	P	P	P	A	P	P	P	A	P					
Neff, Bari	P	P	P	P	P	P	P	P	P	A	P	P					
Newbern, Brenda	P	SIGNED														09/14/15	02/12/16
Noel, Kevin	A	P	P	A	P	P	P	P	P	P	P	P					
Presson, Daniel	appt			P	P	P	P	A	P	P	P	P				01/19/16	
Slattery, Terry	P	P	P	P	P	P	A	A	P	P	P	P	08/23/16				

2015 2nd Monday	Jan 12	Feb 9	Mar 9	Apr 13	May 11	Jun 8	Jul 13	Aug 10	Sep 14	Oct 12	Nov 9	Dec 14	1st letter	2nd letter	3rd letter	appt'ed	termin- ated
Billmeyer, Craig	P	P	P	A	P	P		P	A	P	P	P					
Cantoni, Phillip	Appointed 11/16										P			11/16/15			
Deisher, Dana	P	P	P	P	P	P		P		P	Term Limit						11/16/15
Evans, Beverly	P	P	P	P	P	P		P		P	P	P					
Harris, Robert	P	P	P	P	P	P		P	A	P	P	P					
Hillman, Lee	P	P	P	A	A	A		Terminated..attendance							08/17/15	07/28/15	
Hudson, Roger	P	P	P	A	P	P		P		P	P	P					
Huston, Percy	P	P	P	P	P	P		P		P	P	P					
Neff, Bari	P	P	P	A	P	A		P		P	P	P					
Newbern, Brenda	Appointed 9/14										P	P	P			09/14/15	
Noel, Kevin	Appointed 9/14										P	P	P			09/14/15	
Slattery, Terry	P	P	P	P	P	P		P		P	P	P					
Taylor, Steve	A	A	P	P	P	P		P		P	P	P					12/15/2015 no longer i

Vaughn, Troy	P	P	P	P	P	P	D	P	Resigned 8/10/15								08/10/15
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2014 2nd Monday	Jan 13	Feb 10	Mar 10	Apr 14	May 12	Jun 9	Jul 14	Aug 11	Sep 15	Oct 13	Nov 10	Dec 8	1st letter	2nd letter	3rd letter	appt'ed	termi-nated
Billmeyer, Craig	A	P	P	P	P	P	S	P	S	P	P	A					
Deisher, Dana	P	P	P	P	P	P	S	P	S	P	P	P					
Evans, Beverly	P	A	P	P	P	P	S	A	S	A	P	P					
Harris, Robert	P	P	P	P	P	P	S	P	S	P	P	P					
Hillman, Lee	P	P	A	P	P	P	S	P	S	P	A	P					
Hudson, Roger	P	P	P	A	P	P	S	P	A	P	P	P		05/06/14			
Huston, Percy	P	P	P	P	P	P	S	A	S	P	P	P					
Neff, Bari	A	P	P	P	P	P	S	P	S	P	P	A					
Slattery, Terry	P	P	P	A	P	P	S	P	S	P	P	P					
Taylor, Steve	A	termi	P	P	P	P	S	P	S	P	P	P		01/16/14		03/03/14	014 REAPT 3
Vaughn, Troy	P	P	A	P	P	P	S	P	S	P	P	P					

2013 2nd Monday	Jan 14	Feb 11	Mar 11	Apr 8	May 13	Jun 10	Jul 8	Aug 12	Sep 10	Oct 14	Nov 11	Dec 9	1st letter	2nd letter	3rd letter	appt'ed	termi-nated
Billmeyer, Craig	P	P	P	P	P	P	P	S	P	P	P	A					
Deisher, Dana	P	P	P	P	P	P	P	S	P	P	P	P					
Evans, Beverly	P	P	P	P	P	P	P	S	P	P	A	P				10/21/13	
Harris, Robert	P	P	P	P	P	P	P	S	P	P	P	P				10/21/13	
Hillman, Lee	P	A	P	P	P	P	P	S	P	A	P	P					
Hudson, Roger	P	P	P	P	P	P	P	S	A	P	P	A					
Huston, Percy	P	P	P	P	P	P	P	S	P	P	P	P				10/21/13	
Neff, Bari	P	A	P	P	P	P	P	S	P	P	P	P					
Proffer, Kim	A	terminated, attendance													01/14/13		
Slattery, Terry	Apt 3/4/13	P	P	P	P	P	P	S	P	P	P	P				03/04 & 10/21	
Taylor, Steve	P	P	P	A	P	P	A	S	P	A	P	P	12/20/13				
Vaughn, Troy	P	P	A	P	P	P	P	S	A	P	P	P					

2012 2nd Monday	Jan 10	Feb 13	Mar 12	Apr 9	May 14	Jun 11	Jul 9	Aug 13	Sep 10	Oct 8	Nov 7	Dec 10	1st letter	2nd letter	3rd letter	appt'ed	termi-nated
Billmeyer, Craig	S	P	P	P	A	P	P	P	P	P	S	A				10/15/12	
Deisher, Dana	S	P	P	P	P	P	P	P	P	P	S	P				10/15/12	
Elfrink Pat	S	P	P	P	P	P	P	P	P	P	term limits						10/15/12
Evans, Beverly	S	P	P	P	P	P	P	P	P	P	S	P					
Harris, Robert	S	P	P	P	P	P	P	P	P	P	S	P					
Hillman, Lee	S	P	P	P	A	A	P	P	P	P	S	P	07/06/12				
Hudson, Roger	S						appointed 10/15/12				S	P				10/15/12	
Huston, Percy	S	P	P	P	P	Resig	P	P	P	P	S	P				07/09/12	05/14/12
Neff, Bari	S	P	P	P	P	P	P	P	P	P	S	P				10/15/12	

Proffer, Kim	P	P	P	P	P	P	P	P	A	A	P	A	A		09/12/12			
Taylor, Steve	P	P	P	P	P	P	P	P	A	P	P	P	P					
Vaughn, Troy	P	P	P	P	A	P	P	P	A	P	P	P	P					

Staff: Gayle L. Conrad, CMC/MPCC,
Director of Citizen Services/City
Agenda: Clerk
8/19/2024

MEMORANDUM
Cape Girardeau City Council

24-

SUBJECT

Cape Girardeau Public Library Annual Report Fiscal Year ending June 30, 2023.

EXECUTIVE SUMMARY

As required under Missouri State Statute, the attached annual report is submitted to the City for its official records.

BACKGROUND/DISCUSSION

GENERAL DIRECTION

ATTACHMENTS:

Name:	Description:
2023-2024_Annual_Report.pdf	Annual Report

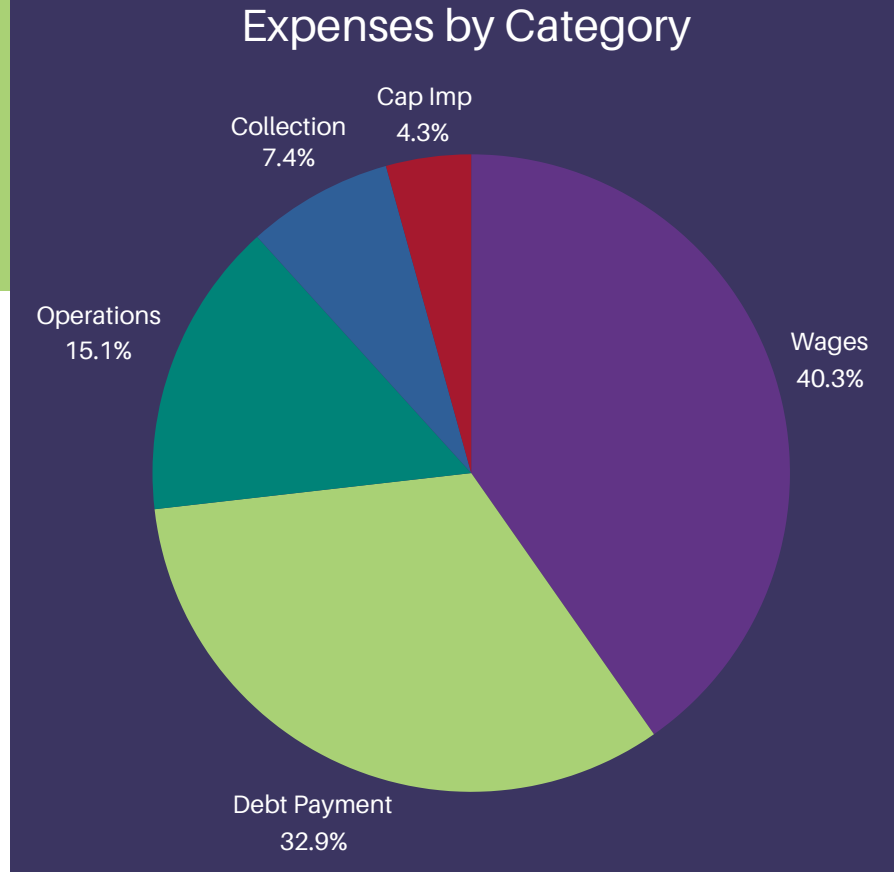


Annual Report

2023-2024

Revenues & Expenses

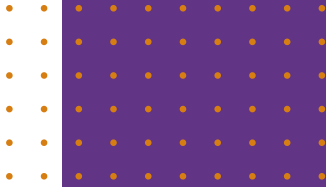
General Fund Balance	Capital Improvement Fund Balance
\$2,833,413	\$448,235



Revenues	
Taxes	\$2,122,293
Interest	\$130,654
Passport & Misc	\$118,994
A&E Taxes	\$29,027
State Aid	\$25,790
Grants	\$38,247
Friends Foundation	\$19,211
TOTAL	\$2,484,216

Expenses	
Wages & Benefits	\$852,251
Debt Payment	\$696,175
Operations	\$319,313
Collection & Materials	\$156,623
Capital Improvement Fund Savings	\$91,250
TOTAL	\$2,115,612

Circulation







In July 2023, the library joined the Missouri Evergreen Consortium. Patrons now have access to 4+ million items from over 70 different public libraries across the State of Missouri.

With this change, the library has seen an increase in circulation and usage statistics.

Total Circulation
208,593
up from
195,986 the year before



Our total circulation has seen a 6.5% increase from the previous fiscal year.

 Physical Items 150,836	 E-checkouts 50,946	 Items Borrowed 7,052	 Items Loaned 13,830
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Services

Cape Girardeau Public Library maintains an extensive range of services available to both library cardholders and the general public.

These services encompass free computer access, Wi-Fi, notary and passport services, copying, faxing, and many other amenities.

119,264
Library Visitors



18% increase in library cards issued from previous year



1,799
library cards issued

*1,153 In-district, 99 outside of Cape Co, 547 reciprocal cards were issued.

2,078

new passport applications

402

passport renewals



13.9% increase from previous year

Other Service Statistics

Virtual Visits	Community Room Usage	Public Computer/Wifi Logins	Reference Questions Answered
102,884	884	49,450	11,839

Programs



Programs for all

CGPL remains committed to providing a wide range of captivating programs for the Cape Girardeau community. Despite offering 11% fewer programs this year, we observed a nearly 15% rise in program attendance. Our staff efficiently utilized programming funds to deliver a diverse array of engaging programs.

Program Attendance

14.9%

Increase in program attendance from previous fiscal year

2023-2024 Programs Statistics

Adult Programs	174
Adult Attendance	1,759
Family Programs	39
Family Attendance	1,215
Youth Programs	452
Youth Attendance	10,614

Staff:
Agenda: 8/19/2024

AGENDA REPORT
Cape Girardeau City Council

ATTACHMENTS:	
Name:	Description:
📄 AirportBoard-Minutes_6_11.2024_(002).pdf	Airport Advisory Board 06-11-2024 draft
📄 AirportBoard-Minutes_7.23.2024.pdf	Airport Advisory Board 07-23-2024 draft
📄 BoardBoard.2024-06-28.pdf	Golf Course Board 06-27-2024 draft
📄 MINUTES.GVTF-07-23-24.pdf	Gun Violence Task Force 07-23-2024
📄 MINUTES.GVTF-08-01-24.pdf	Gun Violence Task Force 08-01-2024
📄 Historic_Preservation_Commission_Minutes_07-17-24_- _DRAFT.pdf	Historic Preservation 07-17-2024 draft
📄 Park_07.8.2024_Advisory_Board_Meeting_Minutes_-_Draft.pdf	Parks and Recreation 07-08-2024 draft
📄 Planning_and_Zoning_Commission_Minutes_07-10-24_-_Draft.pdf	Planning and Zoning 07-10-2024 draft



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
June 11, 2024**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on June 11, 2024 at 11:30 am at The Pilot House Restaurant.

Board Members Present:

Richard Knote, Chair
Beverly Clear, Vice Chair
Shawn Wasson, Board Member
Dr. Quantella Noto, Board Member
Bruce Loy, Board Member
Nancy Kopp, Board Member
Keith Boeller, Board Member

Staff Present:

Katrina Amos, Airport Manager
Audrey Lorch, Airport Support Specialist
Mark Bliss, City Council Liaison

Others Present: N/A

Absent: N/A

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 11:30 am. Ms. Noto motioned and Mr. Mehner seconded a motion to approve the May 2024 minutes. All were in favor and the motion passed with a unanimous vote.

Appearances – N/A

I. **Old Business -**

- **Airport Activity Report** – Ms. Amos provided the May activity report. Contour had a 17% increase for the month, enplanements are up 12% for the year; with charters factored in CGI is up 26%.
 - CGI operated two military charters in March and May 2024, netting 156 enplanements as well as support fees and fuel sold.
 - Cape Air Charter enplanements are up 220% for the year, as the fleet continues to grow this benefit CGI as well.
- **Cape Aviation Report** – Ms. Amos presented the fuel reports for May fuel sales continue to track high, May had a 90% increase in sales.

Ms. Amos reported air traffic numbers are higher for the month but slight decreases in YTD are most likely attributed to less helicopter traffic and the departure of Skybound Aviation.

- **Airport Projects Update -**

- **New Terminal Building** – Ms. Amos reported the project is progressing well time with no immediate change to the scheduled completion date. The long-term parking extension is complete. Ms. Amos is working closely with Ziglin Signs on airport signage.

Ms. Amos has invited the Board to assist with the grand opening tours; this will be an “Open House” type of an opening, the board voted August 2, 2024 as the date for the opening if the project remains on schedule.

- **T-Hangars** – Ms. Amos stated storm water issues have been resolved, there has been progress with earth movement. The buildings are scheduled for delivery on June 20.
- **Taxiway D Project Update** – Ms. Amos shared the project has been approved by the FAA to award the contract to Emery Sapp & Sons Inc., as well as the contract with CMT, as the design professionals.

II. New Business – NA

- A. **Non-Agenda Items** – Due to many projects at this time, Ms. Amos asked the Board to consider moving the July meeting to July 23, at 11:30am. All were in favor of this change.

- III. **Adjournment** – There being no other business, Mr. Knotte moved to adjourn the meeting, Mr. Davidson, first and Mr. Boeller, second the motion. All were in favor. The meeting adjourned at 12:15pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist



**Cape Girardeau Regional Airport Advisory Board Meeting - Minutes
July 23, 2024**

The Cape Girardeau Regional Airport Advisory Board held their monthly meeting on July 23, 2024 at 11:30 am at The Pilot House Restaurant.

Board Members Present:

Richard Knote, Chair
Bruce Loy, Board Member
Nancy Kopp, Board Member
Mark Mehner, Board Member
Keith Boeller, Board Member

Staff Present:

Katrina Amos, Airport Manager
Audrey Lorch, Airport Support Specialist
Mark Bliss, City Council Liaison

Others Present - NA

Absent: Beverly Clair, Vice Chair, Shawn Wasson, Board Member, Justin Davidson, Board Member

Call to Order/Approval of Minutes – Mr. Knote called the meeting to order at 11:35 am. Mr. Knote Approved the June 2024 minutes. All were in favor and the motion passed with a unanimous vote.

Appearances – N/A

I. **Old Business -**

- **Airport Activity Report** – Ms. Amos provided the June activity report. Contour had a 31% increase for the month. July enplanements are trending higher than last year, with a 15% increase YTD.
 - US Department of Transportation is reviewing request order to move service to Chicago; an official decision should be announced by August 1. Contour will be promoting a fair sale for the fall travel.
 - CGI will be operating two additional charter flights through Allegiant for Southeast Missouri, football team, in August and October gaining over 300 passengers.

- **Cape Aviation Report** – Ms. Amos presented the fuel reports for June fuel sales have decreased 6%, attributed to a slight reduction in Military traffic from 2023. As of June 1, CGI has implemented both Crop Duster and General Aviation facility fees; if General Aviation, pilots purchase fuel; the fees will be waived. This will not affect CGI tenants.

- **Airport Projects Update -**
 - **New Terminal Building** – Ms. Amos reported the project is progressing, however move in will be delayed due to parking lot and critical items needed for Airline and TSA. The date to mobilize TSA equipment is August 20, operations will begin August 21. The Grand opening has not been scheduled at this time; October was discussed for the date, due to Contour’s potential route change to Chicago.
 - **T-Hangars** – Ms. Amos stated progress is moving well, all tenants have been addressed and coordinated, and grading has begun.
 - **Taxiway D Project Update** – Ms. Amos shared the project has been approved by the FAA and contracts will be on the next Council Agenda.

II. New Business – NA

- A. **Non-Agenda Items** – New Advisory Board recommendation to be announced at next meeting.

- III. Adjournment** – There being no other business, Mr. Knotte moved to adjourn the meeting, and all were in favor. The meeting adjourned at 12:15pm.

Minutes prepared by:

Audrey Lorch, Airport Support Specialist

GOLF COURSE ADVISORY BOARD

Minutes *draft*

June 27, 2024

Present:

Cindy Gannon, Chairperson
Brad Wittenborn, Vice Chairperson
Claire Kneer, Board Member
Nate Saverino, Board Member
Dale Pingel, Board Member
Lindsey Pippins, Board Member
Janet Esicar, Secretary
Josh Parham, Board Member

Staff Present:

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

Absent:

Eric Craiglow, Jaycee Member/Liaison

OPENING

Cindy Gannon, Chairperson, called the meeting to order at 12:10 pm

MINUTES

A motion to approve the April 25, 2024 meeting minutes as written was made by Josh Parham and seconded by Dale Pingel.

NEW BUSINESS

- A. Nate Saverino was presented a plaque and certificate, in Appreciation for 7 years of service on the Golf Course Advisory Board.
- B. YTD Financial report given by Doug Gannon, the Fiscal year is 99% complete and we show a net profit of \$24,126.
- C. A hard copy packet of current Board Applications were given to each member for review, at the August meeting a new board member will be appointed.

OLD BUSINESS

- A. SEMPO decided the Route W and Perryville Rd intersection needs improvement, when funding becomes available, discussions will resume.
- B. Jr Golf Class: \$63 per child
 - May 29 – June 26 5:30 pm 11 enrolled
 - 6:30 pm 12 enrolled
 - July 10 – August 7 5:30 pm & 6:30 pm

C. Raffle for a Membership did not do well, 11 chances were sold. \$220

COMMITTEE REPORTS/PROJECT UPDATES

A. Marketing & Promotions

- Every Tuesday in July-- Beer, Brat & Chips for \$10 from 10:00 am to 5:00 pm

B. Policies & Procedures –*No report*

C. Projects & Improvements

- Sand trap leaks have been repaired
- 1 hitting net ripped by mower, will be replaced after July 1
- Greens have been fertilized
- #2 hole was sprayed for Dollar Spot which is common this time of year

D. Department Projects & Briefs

- Restroom at Capaha Field was completed in time for first game of season.
- Visit Cape office has joined the Parks & Recreation department with their new location here at the Osage Centre.
- Optimist Bingo will relocate to the Osage Centre on Friday evenings beginning August 2.
- A. C. Brase Arena building will receive a fresh paint job.

ADJOURNMENT

Motion to adjourn meeting made by Claire Kneer, seconded by Josh Parham, meeting adjourned at 12:42 pm.

*Minutes recorded by
Natalie Beasley
Administrative Coordinator
Osage Centre*

Gun Violence Task Force Tuesday, July 23, 2024

5:30 p.m.

City Hall, 44 North Lorimier Street
Council Room

MINUTES

MEMBERS PRESENT:

Adam Kidd
Dr. Howard Benyon
Nita DuBose
Alix Gasser
Jared Ritter
Nancy Scheller
Lee Schlitt

Dr. Melissa Stickel
Adrian Taylor
Dr. Carlos Vargas
Amber Walker
Leslie Washington
Tina Wright

MEMBERS ABSENT:

Josh Crowell
Jessica Hill
Rob Gilligan
Laura Selbo
Clint Tracy
Shannon Truxel
Lynn Ware

CITY STAFF PRESENT:

Mayor Stacy Kinder
Dr. Kenneth Haskin
Nicolette Brennan
Trevor Pulley
Adam Glueck
Randy Morris
Gayle Conrad
Dr. Shannon Farris

Mayor Stacy Kinder called the meeting to order at 5:32 p.m., reviewed the vision and goals for the task force, and had everyone introduce him/herself.

The task force mission, values, proposed speaking topics for future meetings, and tentative meeting schedule were reviewed by Public Information Officer Nicolette Brennan.

Dr. Melissa Stickel, Executive Director for Community Partnership of Southeast Missouri (CPSEMO), presented an overview of the SOLVE Gun Violence Program being administered by CPSEMO. This one-year grant was received from the Missouri Foundation for Health and is renewable for up to seven years.

Interim Police Chief Adam Glueck discussed the purpose and function of the Gun Crime Task Force, which is comprised of representatives from the Cape Girardeau County Sheriff's Department, the Jackson and Cape Police Departments, and the Cape Girardeau County Prosecutor's office. In addition, he presented crime statistics from the 2023 Cape Girardeau Police Department annual report.

Task force members and city staff discussed, in small groups, the future presentation and discussion topics, including specific requests or questions to help presenters prepare and information that would be helpful to receive in advance of the presentations. Each group then presented their discussions to the entire task force.

The next meeting of the Gun Violence Task Force is scheduled for Thursday, August 1, 2024, 7:00 a.m. in the City Council Chambers at City Hall with presentations from the Shotspotter gun shot detection system vendor, the Cape Police Department on crime analysis and data, and gun violence perspectives from officers.

The meeting adjourned at 7:30 p.m.

Minutes taken by: Gayle Conrad, Director of Citizen Services/City Clerk



**Gun Violence Task Force
Thursday, August 1, 2024
7:00 a.m.
City Hall, 44 North Lorimier Street
Council Room**

MINUTES

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

Co-Chair Jessica Hill called the meeting to order at 7:00 a.m. The minutes from the July 23, 2024 meeting were approved.

Cape Girardeau Police Officer Scott Droddy discussed the city's acquisition of a gun detection dog and what the dog is been trained to do relating to detecting guns and shell casings. The K-9 is currently being trained and should be in place around the middle of October. Officer Droddy reviewed how the K-9 will be used in the City to help detect guns and casings during events and for gun incidents.

Alfred Lewers, Kevin Johnson and Jeffery Joeckle of SoundThinking discussed the ShotSpotter system used in the City and its expanded capabilities. Beyond gunshot detection, Mr. Lewers recommended a future deployment of Phase 2 of the program, reviewing types of programs and initiatives that could be implemented to help with gun violence prevention. Ideas included public health approach to gun violence prevention, grants and public-private partnerships for funding, and hosting events in affected areas to build connections and share resources.

Bobby Bollinger, Director of the Law Enforcement Academy at Semo University and the City's crime analyst, discussed the academy program, classes and enrollment, and reviewed city crime statistics from the Nibers system as well as how the data is collected in the Nibers system.

Task force members and city staff held discussions in small groups, discussing the current and future presentations and topics.

The next meeting of the Gun Violence Task Force is scheduled for Thursday, August 15, 2024, 7:00 a.m. in the City Council Chambers at City Hall with presentations from Missouri 32nd Circuit Court Presiding Judge Hon. Benjamin Lewis.

The meeting adjourned at 9:00 a.m.

Minutes taken by: Gayle Conrad, Director of Citizen Services/City Clerk



HISTORIC PRESERVATION COMMISSION

MEETING MINUTES

July 17, 2024

City Hall – Council Chambers
44 North Lorimier Street

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

Commission Members Absent: Aaron Modrow, Meghan Tyson

Staff Present: Carol Peters, Ryan Shrimplin

Others Present: Felix Kinsley (Honorary Member)

Call to Order

Chairman Lane called the meeting to order at 7:00 p.m.

Approval of Minutes

Ms. Lincoln requested that the June 18, 2024 Historic Preservation Commission meeting minutes be amended to read, “Ms. Lincoln noted that on this day in 1863, African Americans were finally allowed to enlist in the Union Army in Cape Girardeau.”

The minutes of the June 18, 2024 Historic Preservation Commission meeting, as amended, were unanimously approved upon a motion made by Ms. Lincoln and seconded by Balsmann.

CERTIFICATE OF APPROPRIATENESS

1. The Commission reviewed the request of Michael Wheeler for a Certificate of Appropriateness to remove a window and to replace a sidewalk and steps with a retaining wall and stepping stones at 505 North Henderson Avenue, located in the Boulevard Local Historic District. Mr. Michael Wheeler presented the request. He explained that he and his wife purchased the home at 505 North Henderson Avenue about five years ago, so their daughter could live there while she attended Southeast Missouri State University. Their daughter has graduated, so they are making improvements to the home before making it available for rent. They had planned to replace the small window next to the shower because it was leaking and causing water damage to the wall. However, upon speaking with several window installers, they decided to remove the window entirely. In their Certificate of Appropriateness application, they proposed covering the opening with vinyl siding to match the existing siding within the area framed by the trim (left over from the previous, taller window). They have since changed their mind and would like to remove the trim and install a new section of siding over the wall between the windows on either side. In addition to removing the window, they would like to remove a set of concrete steps and a walkway on the south side of the home. The area of the steps would be graded to slope up to the door of the sunroom, which would require a short retaining wall. The retaining wall would be similar to the existing one on the east side of the home. The walkway would be replaced with stepping stones, which would be similar to the existing ones on the east side of the home.

In response to a question from Ms. Lincoln, Mr. Wheeler stated that the sunroom door would remain.

Mr. Atkins asked for clarification on what would replace the steps. Mr. Wheeler explained that the ground would slope upward to meet the door's threshold, thus eliminating the need for steps. A short retaining wall would be constructed along the side of the slope.

Mr. Balsmann asked if the retaining wall would have a guardrail. Mr. Wheeler stated that a guardrail would not be necessary due to the height of the wall (approximately two feet).

Chairman Lane stated that he felt removing the trim and installing new siding over the wall section would look better than keeping the trim and filling the opening with siding. He asked Mr. Shrimplin for his input. Mr. Shrimplin explained that both the H, Historic Overlay District regulations in the Zoning Code and the *Boulevard Local Historic District Design Guidelines* indicate that wall openings should not be removed. The staff report recommended changing the area framed by the trim to a panel consisting of a decorative screen, flat boards in a grid pattern, closed shutters, or other feature so as to avoid completely removing any evidence of the wall opening. He noted that the wall opening in question was on the rear elevation, which did not directly face a street.

Mr. Atkins asked what material would be used for the siding. Mr. Wheeler stated that the existing siding is aluminum and that the new siding would match the existing siding as closely as possible. He noted that the window to be removed is not original to the house.

Ms. Glaser asked Mr. Wheeler if he was aware of any other modifications that had been made to the home by prior owners. Mr. Wheeler stated that the gable facing North Henderson Avenue contains a circular window, which is covered with siding. Mr. Shrimplin stated that if the Commission is willing to approve covering the wall opening on the rear elevation, then perhaps a condition could be imposed that requires the circular window to be restored within a specific time frame. That way, there would be no net loss in the number of wall openings on the home. Mr. Wheeler stated that he would like to restore the circular window in the future, but he could not commit to a specific time frame for doing so.

Ms. Glaser stated that she understands why the regulations do not recommend removing wall openings, but in this case it would not be detrimental to the appearance of the home because the wall opening is on the rear elevation. Chairman Lane agreed. He stated that if the Commission approves the request, it should be with a condition that the new siding match the existing siding.

Ms. Lincoln asked if the site work would be compliant with the Americans with Disabilities Act (ADA). Mr. Wheeler stated that the work would not be compliant with ADA, but the stepping stones would be fairly flat.

A motion was made by Ms. Smith and seconded by Mr. Balsmann to approve the Certificate of Appropriateness request with the condition that the new siding shall match the existing siding in terms of material, width, profile, and color. The motion passed by a unanimous vote.

OTHER BUSINESS

Public Art Project Presentation

Ms. Kelly Downes, Director of the Arts Council of Southeast Missouri, introduced herself to the Commission and gave a presentation on a proposed public art project. She discussed the role public art plays in fostering a sense of community and the Arts Council's goal of improving the impact of public

art on the region. She explained that the Arts Council will be submitting a grant application to the National Endowment for the Arts for a public art project focusing on areas of the city that lack public art. Focus areas include the Sprigg Street corridor, the pedestrian bridge over Missouri State Highway 74 (Shawnee Parkway), and the May Greene School (1000 Ranney Avenue). The first project would most likely be a mural on the May Greene School building.

Chairman Lane stated that the beautification of the community is imperative. He noted that painting brick, especially old brick, requires a certain type of paint to avoid maintenance issues.

The Commission directed staff to prepare a letter on its behalf in support of the grant application. Ms. Downes thanked the Commission for its support.

Education Subcommittee Reports and Assignments

Chairman Lane reported that the Education Subcommittee met on July 9, 2024. The Subcommittee worked with Nicolette Brennan, Public Information Manager, on revising the History of Cape Girardeau page on the City's website. He stated that the web page will include a Historic Facts section containing bullet points with information about significant events throughout the city's history. The web page will also contain links to other resources for information on local and regional history, such as Cape Girardeau Public Library, Kent Library, Bollinger Center for Regional History, Glenn House, and Red House Interpretive Center. Organizations that would like to have a link to their website added to the web page will be able to submit a request via the web page.

Chairman Lane also reported that a representative of St. James AME Church inquired about when the National Trust for Historic Preservation's Preserving Black Churches grant cycle will re-open. He referred the representative to the grant website.

Outreach Subcommittee Reports and Assignments

Ms. Glaser reported that the Outreach Subcommittee had selected the Colonel George C. Thilenius House (aka Longview) to be the next Original Treasures recipient. However, the owners declined because they did not want to draw attention to the house. The Subcommittee selected the American Foursquare house at 1427 William Street instead. The Subcommittee will meet again on August 7, 2024 to select upcoming Original Treasures. The Subcommittee will also discuss a "passport program" proposal. Ms. Glaser encouraged the Commission members to send business recommendations to her for inclusion in the program. Ms. Downes stated that she would like to collaborate with Ms. Glaser on the program.

Commission Communication

Mr. Atkins shared that he read an interesting article on the work of Jacqueline Kennedy Onassis in overseeing the task of restoring the White House interiors in the early 1960s. She has been called the "First Lady of Historic Preservation".

Ms. Lincoln announced that she will be giving a presentation at the Civil War Round Table meeting at Hanover Lutheran Church next Sunday.

Chairman Lane reported that Kaed Horrell, Parks & Recreation Division Manager, obtained quotes for replacing the damaged City of Cape Girardeau history plaque at Cape Rock Park. The quotes were \$65.00 for an aluminum composite material (ACM) plaque, \$700 for a cast aluminum plaque, and \$1,400 for a cast brass plaque. A motion was made by Ms. Lincoln and seconded by Ms. Smith to

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order an ACM plaque for \$65.00. The motion passed by a unanimous vote. Chairman Lane stated that he would send the proposed text for the plaque to Mr. Shrimplin for review.

Staff Communication

Mr. Shrimplin announced that he will be giving a presentation on the Broadway Theatre along with Dr. Hoffman and Liz Haynes, Old Town Cape Executive Director, at Missouri Main Street Connection's 2024 Downtown Revitalization Conference, to be held July 30 – August 1.

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 8:15 p.m. upon a motion made by Ms. Glaser and seconded by Ms. Smith.

Respectfully submitted,

Mary Kay Smith
Secretary

Parks and Recreation Department Advisory Board Meeting Minutes Monday, July 8, 2024

Board Members Present:

Percy Huston, Chairperson
Mark Stone, Vice Chairperson
Dr. Beverly Evans, Secretary
Tamara Buck
Jerry Dement
Lewis Jackson Hill
Mary Ann Maloney
Nathan Thomas, Council Liaison
Darrin Bruenderman

Anne Dohogne
Philip Moore

Absent:

Parks and Recreation Department Staff Present:

Doug Gannon, Director of Parks & Recreation
Scott Williams, Recreation Division Manager
Penny Williams, Recreation Division Manager
Kaed Horrell, Parks Division Manager
Kayla Otte, Administrative Coordinator



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

Chairperson Percy Huston called on Doug Gannon for Welcome and Introductions. Doug Gannon introduced the Visit Cape team. Brenda Newbern, Joshua Robinson and Josh Thompson. Doug advised that Visit Cape’s temporary office is Classroom 2 at the Osage Centre until a permanent office off the North side of the Osage Centre is be constructed.

Chairperson Huston asked if everyone had a chance to look at the minutes from the May 13, 2024 and the June 10, 2024 meeting and if there were any additions or correction to the minutes. No changes were introduced and the minutes were approved by Beverly Evans and second by Tamara Buck without opposition.

Percy Huston called on Penny Williams who gave an update on the Aquatics department. Penny advised during the July 4th Holiday weekend they saw great numbers and visitors. So far, during the Cape Splash season they have only had to close one Saturday and two Sundays. Jefferson Pool is seeing increased party rentals and is holding the evening swim lessons. The Cape Aquatic Center is now open and getting RCA practices back up and running along with the aerobic classes.

Percy Huston called on Mike Higgins for a Presentation for the Kiwanis Parks Boke Trial – Mike Higgins presented a Natural Surface Bike and Running Trail at Kiwanis Park. He advised there would be no maintenance needed from the Parks department and the trail would be created over time with usage. This new Trail could bring NICA events to Cape Girardeau in the future. Percy advised Board members to think about the Trail for discussion at next meeting.

Kaed Horrell spoke about the 4th of July Celebration at Arena Park stating the weather was great and we were able to hold the Spirit of America Award Ceremony outside. The Fireworks lasted 18 minutes without issues.

Penny spoke on July is National Parks and Recreation. Mayor Stacy Kinder presented a Proclamation at the July 1st City Council Meeting. Penny covered all the fun events and activities planned for the month of July.

Scott Williams and Percy Huston spoke about Osage Centre Bingo as Parks and Recreation will be taking over Bingo as Bingo World will be closing. There will be forty-six Fridays, five Wednesdays and one Saturday. The Parks department will be building TV boxes for three 75 inch TV/Display monitors and also building storage for all the equipment needed for each night. Osage will also be offering concessions during Bingo. First Bingo night is Friday August 2nd, 2024.

Scott Williams spoke about the new Youth Outdoor Sports Complex. Proposals are due Friday, July 12th. The proposal writers are to bid all options, including grass, turf and design, in hopes of a Fall 2024 constructions start time.

Kaed Horrell spoke about the Cape LaCroix Recreation Trail project. The project will be a joint effort with MoDot and the City of Cape. The Parks maintenance crew will be replacing planks on some of the bridges along the trail starting July 13th next to the RV Park

Scott Williams reported on the painting of the A.C. Brase Arena, that Jerry Hotop was able to pressure wash and start painting. Jerry's team should be complete painting by the end of July.

Scott Williams spoke about the new Sound System at the Shawnee Park Center; the system should be installed in July with an eight to nine day installation time.

Penny Williams spoke about the Golf Course Advisory Board. Currently, the Golf Course is having a very successful year. They have started Brewsday Tuesdays to bring a fun way to golf during the week. Nate Saverino advised he would be stepping down from the Golf Advisory Board. That will leave one spot vacant and Penny will start the steps to fulfilling the spot.

Brenda Newbern gave an update on events that will be coming to the City in the next couple of weeks.

Kaed Horrell gave an update on the Tree Advisory Board. We are investigating holding meetings in the Park's weather permitting to assess all the trees.

Kaed Horrell spoke for the Red House Committee. There will be a concert in the lawn on Thursday July 11, 2024. Gates open at 6PM and main show at 7PM.

Scott Williams spoke about the several Parks & Recreation Foundation topics, including that he has been working with Scott Blank to start a Loyalty Card Program with the Southern Convenience Stores. Currently in the monthly of July Southern Convenience Stores is helping Parks and Rec with the give back month. On Sundays and Tuesdays one cent per gallon on all gas and diesels will be donated to the Foundation, along with 1% of all sales there are some exclusions. The next Foundation event is the Disc Golf Glow Ball August 10th at the Jaycee Golf Course.

David Cantrell, council liaison, gave the city council report. The City Council is very happy to have the Visit Cape team on board as a division of the Parks and Recreation department. David also advised that the Police Chief Wes Blair would be stepping down and they will work on his replacement.

Scott Williams cover the handout for Economic Impact of events in the last 12 months in the Parks and Recreation department. Scott covered that August will be a very busy month at Capaha with the possibility of Catfish postseason games, Babe Ruth World Series, Barrels N Brews and to finish up the month the St Louis Clydesdales baseball to come for a charity game to support the Public Safety Foundation.

Mark Stone advised he would be stepping down from the Advisory Board, as he will begin a new tour with the US Military in September 2024.

Next Board Meeting will be at 5:30pm, Monday, August 12, 2024 at the Osage Centre, Room 1AB

After the meeting was adjourned at 6:53pm.

Minutes reported by Moriah Lincoln Administrative Coordinator.

The Park and Recreation Advisory Board of the City of Cape Girardeau, Missouri, may, as a part of the regular or special Park and Recreation Advisory Board meeting, hold a closed session to discuss legal action, causes of legal action of litigation, leasing, purchasing or sale of real estate, hiring, firing, disciplining, promotion of personnel or employee labor relations, or confidential or privileged communications with its attorneys. Specifically, the Park and Recreation Advisory Board will hold a closed session to discuss legal actions and litigation, confidential communications with legal counsel, property acquisition and personnel matters, pursuant to RSMo. Sections 610.021(2) and 610.021(3).

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PLANNING & ZONING COMMISSION

MEETING MINUTES

July 10, 2024

City Hall – Council Chambers
44 North Lorimier Street

Commission Members Present: Scott Blank, Kevin Greaser, Derek Jackson, Gerry Jones, Chris Martin, Nick Martin, Sommer McCauley-Perdue

Commission Members Absent: Trae Bertrand, Robbie Guard

Staff Present: Carol Peters, Ryan Shrimplin

Call to Order

Chairman Blank called the meeting to order at 7:00 p.m.

Approval of Minutes

The minutes of the June 12, 2024 meeting were unanimously approved upon a motion made by Mr. Jackson and seconded by Mr. Nick Martin.

REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the request of Coast to Coast Signs LLC for an exception from Development Code Section 25-137(b), freestanding signs, for property located at 601 North Kingshighway. Mr. Marty Platz, Coast to Coast Signs LLC, presented the request. Chairman Blank asked how big the signs would be. Mr. Platz responded by stating that each sign face would be 72 inches high by 59 inches wide (29.5 square feet). In response to questions from Mr. Shrimplin and Mr. Greaser, Mr. Platz explained that the north sign would be mounted on an existing pole containing an existing sign face (which would be removed) and the south sign would be mounted on a new pole attached to an existing concrete base. The north sign would be underneath the existing billboard.

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

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

Finding: Based on the applicable Code requirements, the subject property is allowed two freestanding signs: one along North Kingshighway and one along North Broadview Street. The North Kingshighway sign is subject to a maximum area of 150 square feet and a maximum height of 40 feet. The North Broadview Street sign is subject to a maximum area of 150 square feet and a maximum height of 35 feet. The applicant is proposing two freestanding signs along North Kingshighway. One of the signs is 29.5 square feet in area and 21 feet in height. The other sign is 29.5 square feet in area and 14 feet in height. The

applicant is proposing to forego a freestanding sign along North Broadview Street in order to have a second freestanding sign along North Kingshighway. This constitutes a substantial equivalent because the number of freestanding signs allowed for the property would not change, and neither sign would exceed the maximum area or height.

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

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

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

1. No freestanding sign shall be allowed along the North Broadview Street frontage.

A motion was made by Mr. Greaser and seconded by Ms. McCauley-Perdue to approve the exception request, subject to the condition in the staff report. The motion passed with a roll call vote of 7 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Jackson, Jones, C. Martin, N. Martin, McCauley-Perdue*).

2. A public hearing was held on the request of RAD Properties, LLC for an exception from Development Code Section 25-137(b), freestanding signs, for property located at 3320, 3324, 3328, and 3332 Campster Drive. Mr. Ryan Shasserre, representing RAD Properties, LLC, presented the request. He explained that the requested exception would transfer unused square footage and height from a sign along Campster Drive to a sign along Interstate 55. Mr. Chris Martin, noting that four addresses were shown on the application, asked if the sign along Interstate 55 would advertise all four tenants. Mr. Shasserre confirmed that the sign would advertise all four tenants.

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

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

Finding: Based on the applicable Code requirements, the subject property is allowed three freestanding signs: one along Interstate 55, one along William Street, and one along Campster Drive. The William Street and Campster Drive signs are each subject to a maximum area of 150 square feet and a maximum height of 35 feet. The sign proposed along William Street is at the maximum area and height. The sign proposed along Campster Drive is 20 square feet in area (130 square feet below the maximum) and eight feet in height (27 feet below the maximum). The Interstate 55 sign is subject to a maximum area of 150 square feet and maximum height of 60 feet. The sign proposed along Interstate 55 is 280 square feet in area (130 square feet over the maximum) and 87 feet in height (27 feet over the maximum). The applicant is proposing to transfer the unused portions of the maximum area and height from the Campster Drive sign to the Interstate 55 sign. In other words, the applicant is agreeing to lower the maximum area and height of the Campster Drive sign by the amounts needed for the Interstate 55 sign. This constitutes a substantial equivalent

because the proposed aggregate sign area and height for all of the signs do not exceed the aggregate sign area and height allowed under the Code.

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

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

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

1. The maximum area and height for the Campster Drive freestanding sign shall be adjusted as follows: the maximum area shall be 20 square feet and the maximum height shall be eight feet.

A motion was made by Mr. Greaser and seconded by Mr. Jackson to approve the exception request, subject to the condition in the staff report. The motion passed with a roll call vote of 7 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Jackson, Jones, C. Martin, N. Martin, McCauley-Perdue*).

3. A public hearing was held on the request of Rick Draughon for an exception from Development Code Section 25-161, fence height and surface requirements, for property located at 1820 Oak Hills Drive. Mr. Rick Draughon presented the request. He stated that he would like to install a seven-foot high decorative fence on the north side of his property to prevent deer from entering his back yard. Mr. Jones asked how the deer would be prevented from entering the back yard from the other sides. Mr. Draughon stated that there is an existing eight-foot high fence along the other portions, which has been there since the 1960s.

Chairman Blank opened the public hearing.

Mr. Basil Harrison, 1530 Oak Lei Drive, stated that his property borders Mr. Draughon's property on the east side. He explained that Mr. Draughon's existing fence encroaches on his property. While he has no objection to the exception request, he does want the existing fence moved off of his property. Mr. Jones stated that the Commission is only dealing with the new fence, and it does not have the authority to make the applicant move the existing fence. Chairman Blank noted that the location of the existing fence is a private matter between the two property owners.

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

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

Finding: The Development Code limits fence height in the rear and side yards to six feet for two reasons. First, there is no minimum open surface requirement for fences in the rear and side yards, meaning a fence can be fully opaque (i.e. a privacy fence). An opaque fence creates a "wall effect" if its height exceeds the normal line of sight, and this effect intensifies as the height increases. Second, although privacy fences are available in various heights,

six feet is considered the standard for residential use. The proposed fence has a mostly open surface and a decorative design, thus it does not create a “wall effect”. This constitutes a substantial equivalent.

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

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

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

A motion was made by Mr. Nick Martin and seconded by Mr. Chris Martin to approve the exception request. The motion passed with a roll call vote of 7 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Jackson, Jones, C. Martin, N. Martin, McCauley-Perdue*).

SUBDIVISION PLATS

4. The record plat of Park West Hospitality Center No. 3 Subdivision was reviewed by the Commission. Ms. Susan Dodds, Koehler Engineering & Land Surveying, Inc., presented the plat. She explained that the plat creates a single lot at 205 South Mount Auburn Road. She noted that a record plat for the rest of the parcel will be submitted later this year. A staff report was submitted to the Commission, which recommended approval of the record plat, subject to staff’s comments being successfully addressed. A motion was made by Mr. Greaser and seconded by Mr. Jackson to recommend approval of the record plat, subject to staff’s comments being successfully addressed. The motion passed with a roll call vote of 7 in favor, 0 in opposition, and 0 abstaining (*Aye: Blank, Greaser, Jackson, Jones, C. Martin, N. Martin, McCauley-Perdue*).

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 June 17, 2024:

- Zoning of Property at 212 Misty Hollow Lane Upon Annexation – 1st Reading

The City Council approved the following on July 1, 2024:

- Zoning of Property at 212 Misty Hollow Lane Upon Annexation – 2nd & 3rd Readings
- 2530 Marsha Kay Drive Rezoning to R-4 – 1st Reading

Mr. Shrimplin reported that the first TTF-7 Committee meeting is scheduled for July 24, 2024.

Draft

Adjournment

There being no further business, the Commission voted unanimously to adjourn the meeting at 7:25 p.m. upon a motion made by Mr. Jackson and seconded by Mr. Nick Martin.

Respectfully submitted,

Chris Martin, Secretary