CITY OF CAPE GIRARDEAU, MISSOURI
City Council Agenda

Bob Fox, Mayor
Dan Presson, Ward 1
Shelly Moore, Ward 2
Nate Thomas, Ward 3
Robbie Guard, Ward 4
Ryan Essex, Ward 5
Stacy Kinder, Ward 6

City Council Chambers
City Hall
401 Independence
Agenda Documents, Videos
Minutes, and Other Information:
www.cityofcape.org/citycouncil

October 16, 2019
5:00 PM

Invocation

Pastor Weston Wildauer of Good Shepherd Lutheran Church in Cape Girardeau

Pledge of Allegiance

Study Session

No action will be taken during the study session

Presentations

- Beautiful Business Property of the Month - St. Andrew Lutheran Church
- Domestic Violence Awareness Month Proclamation
- Presentation by Transportation Trust Fund 6 Committee

Communications/Reports

Items for Discussion

- 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 Tem. Each speaker is allowed 5 minutes. The timer will buzz at the end of the speaker's time.
- Agenda review

Regular Session

Call to Order/Roll Call

Adoption of the Agenda

Public Hearings

Appearances regarding Items Listed on the Agenda

Individuals who wish to make comments regarding items listed on the agenda must first be recognized by the Mayor or Mayor Pro Tem. Each speaker is allowed 5 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.

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 October 7, 2019, City Council regular session minutes.
2. BILL NO. 19-152, an Ordinance authorizing the City Manager to execute an Air Traffic Control Tower Operating Assistance Grant Agreement for the Fiscal Year 2019-2020, with the Missouri Highways and Transportation Commission, for the Cape Girardeau Regional Airport. Second and Third Readings.
3. BILL NO. 19-154, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 621 Perry Avenue, in the City and County of Cape Girardeau, Missouri, from R-3 to C-1. Second and Third Readings.
4. BILL NO. 19-155, an Ordinance granting a Special Use Permit to Sandy McLane Donley, Gill Family Properties, LLC, and Robinson Outdoor, LLC, for purposes of constructing, maintaining, and operating a billboard at 101 North Kingshighway, in the City and County of Cape Girardeau, Missouri. Second and Third Readings.
5. BILL NO. 19-156, an Ordinance approving the Record Plat of A Resubdivision of Lot 2 of A Minor Subdivision of Lot B of Cape West Crossings - Phase II Amended. Second and Third Readings.
6. BILL NO. 19-157, an Ordinance authorizing the issuance of a Special Tax Bill for property located at 1418 North Spanish Street, for the demolition of a dangerous building and for the abatement of a nuisance under the provisions of Chapter 7 and Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri. Second and Third Readings.
7. BILL NO. 19-159, a Resolution authorizing the City Manager to execute an Aviation Consultant Agreement with Crawford, Murphy & Tilly, Inc., for a Terminal Master Plan and an Airport Drainage Study, at the Cape Girardeau Regional Airport. Reading and Passage.
8. BILL NO. 19-161, a Resolution authorizing the City Manager to execute an Agreement with Nip Kelley Equipment Company, Inc., for the Concrete Street Repair 2020 Project, in the City of Cape Girardeau, Missouri. Reading and Passage.

9. BILL NO. 19-162, a Resolution authorizing the City Manager to execute an Agreement with Saint Francis Medical Center for the purpose of providing law enforcement services on the hospital campus in the City of Cape Girardeau, Missouri. Reading and Passage.
10. Accept the sanitary sewer infrastructure public improvements to serve Cape West Crossings.
11. Accept the Improvements and Authorize Final Payment to Fronabarger Concreters, Inc. for the Margaret and Janet Drives Stormwater Drainage Improvements

Items Removed from Consent Agenda

New Ordinances

12. BILL NO. 19-160, an Ordinance authorizing the City Manager to Execute a State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund a Terminal Area Master Plan and Airport Layout Plan Update, at the Cape Girardeau Regional Airport. First, Second, and Third Readings.
13. BILL NO. 19-163, an Ordinance approving the Record Plat of Ahrens Second Subdivision. First Reading.
14. BILL NO. 19-164, an Ordinance approving the Record Plat of Scheibe's Addition. First Reading.

Appointments

15. Appointment to the Airport Advisory Board
16. Appointment to the Parks and Recreation Advisory Board

Other Business

17. Set Regular City Council Meetings for the 2020 calendar year.

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.

- Legal actions, causes of legal action or litigation, and confidential or privileged communications with its attorneys, pursuant to RSMo. Section 610.021(1) and (2).

Memos

- Appointments to the Golf Course Advisory Board.
- Appointments to the Planning and Zoning Commission

Advisory Board Minutes

- Advisory Board Minutes

Staff: Gayle L. Conrad, CMC/MRCC, Director of Citizen Services/City Clerk
Agenda: 10/16/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the October 7, 2019, City Council regular session minutes.

ATTACHMENTS:

Name:	Description:
MINUTES.pdf	Regular Session minutes 2019.10.07

STUDY SESSION – October 7, 2019

NO ACTION TAKEN DURING THE STUDY SESSION

The Cape Girardeau City Council held a study session at the Cape Girardeau City Hall Monday, October 7, 2019, starting at 5:00 p.m. with Mayor Bob Fox presiding and Council Members Robbie Guard, Stacy Kinder, Shelly Moore, Dan Presson and Nate Thomas present. Ryan Essex was absent.

REGULAR SESSION – October 7, 2019

CALL TO ORDER

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, October 7, 2019, at 6:15 p.m., with Mayor Bob Fox presiding and Council Members Robbie Guard, Stacy Kinder, Shelly Moore, Dan Presson and Nate Thomas present. Ryan Essex was absent.

ADOPTION OF THE AGENDA

A Motion was made by Robbie Guard, Seconded by Shelly Moore, to adopt the Agenda.

Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

PUBLIC HEARINGS

A public hearing to consider a request to rezone property at 621 Perry Avenue from R-3 (High Density Single-Family Residential District) to C-1.
The hearing was opened by Mayor Fox. There being no appearances, the hearing was closed.

A public hearing to consider a request for a special use permit for purposes of constructing, maintaining, and operating a billboard at 101 North Kingshighway.
The hearing was opened by Mayor Fox. The Agenda report in the agenda packet presented for the record a certified copy of the following items: (1) Section 30-401 entitled "Special Use Permits" from the City Code; (2) the application for Special Use Permit; and (3) the application file. There being no appearances, the hearing was closed

APPEARANCES

None.

CONSENT AGENDA

Approval of the September 16, 2019, City Council regular session and closed session minutes.

BILL NO. 19-147, an Ordinance authorizing the City Manager to execute Amendment #4 to the State Block Grant Agreement with the Missouri Highways and Transportation Commission for design and construction of the Runway 10/28 Lighting Rehabilitation Project, at the Cape Girardeau Regional Airport. Second and Third Readings.

BILL NO. 19-148, an Ordinance authorizing the City Manager to execute Amendment #3 to the State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund the acquisition of an Aircraft Rescue Fire Fighting Vehicle, at the Cape Girardeau Regional Airport. Second and Third Readings.

BILL NO. 19-150, an Ordinance approving the Record Plat of Tara Estates. Second and Third Readings.

BILL NO. 19-153, a Resolution authorizing the City Manager to execute a Five Year Aviation Fuels Contract with Eastern Aviation Fuels, Inc., d/b/a Titan Aviation Fuels, at the Cape Girardeau Regional Airport. Reading and Passage.

BILL NO. 19-158, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Grace Works, LLC, for installation of two projecting signs to be located at 125 North Water Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

Accept the improvements and authorize final payment to the contractor for Masonry for Capaha Park Comfort Station.

Acceptance of public improvements to serve Tara Estates.

Acceptance of public improvements to serve Barnabas Acres Sanitary Sewer System.

A Motion was made by Robbie Guard, Seconded by Nate Thomas, to approve and adopt.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore Presson, Thomas. Absent: Essex.

BILL NO. 19-147 will be Ordinance No. 5231; BILL NO. 19-148 will be Ordinance No. 5232; BILL NO. 19-150 will be Ordinance No. 5233; BILL NO. 19-153 will be Resolution No. 3288; and BILL NO. 19-158 will be Resolution No. 3289.

NEW ORDINANCES

BILL NO. 19-152, an Ordinance authorizing the City Manager to execute an Air Traffic Control Tower Operating Assistance Grant Agreement for the Fiscal Year 2019-2020, with the Missouri Highways and Transportation Commission, for the Cape Girardeau Regional Airport. First Reading.

A Motion was made by Dan Presson, Seconded by Shelly Moore, to approve. Mr. Guard stated that it had previously been discussed to consider adding a fourth air traffic controller position at the airport due to increased air traffic, and he suggested that this should be considered again.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

BILL NO. 19-154, an Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 621 Perry Avenue, in the City and County of Cape Girardeau, Missouri, from R-3 to C-1. First Reading.

A Motion was made by Robbie Guard, Seconded by Dan Presson, to approve.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

BILL NO. 19-155, an Ordinance granting a Special Use Permit to Sandy McLane Donley, Gill Family Properties, LLC, and Robinson Outdoor, LLC, for purposes of constructing, maintaining, and operating a billboard at 101 North Kingshighway, in the City and County of Cape Girardeau, Missouri. First Reading.

A Motion was made by Nate Thomas, Seconded by Robbie Guard, to approve.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

BILL NO. 19-156, an Ordinance approving the Record Plat of A Resubdivision of Lot 2 of A Minor Subdivision of Lot B of Cape West Crossings - Phase II Amended. First Reading.

A Motion was made by Dan Presson, Seconded by Nate Thomas, to approve.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

BILL NO. 19-157, an Ordinance authorizing the issuance of a Special Tax Bill for property located at 1418 North Spanish Street, for the demolition of a dangerous building and for the abatement of a nuisance under the provisions of Chapter 7 and Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri. First Reading.

A Motion was made by Dan Presson, Seconded by Robbie Guard, to approve.
Mr. Presson stated he recently completed an inventory of derelict properties in Ward 1, and he is disheartened with the amount of time it takes for the City's building demolition process. Landlords and owners need to be held accountable for maintenance of their properties.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

MEETING ADJOURNMENT

There being no further business, the meeting ended at 6:27 p.m.
A Motion was made by Stacy Kinder, Seconded by Shelly Moore, to adjourn.
Motion passed. 6-0. Ayes: Fox, Guard, Kinder, Moore, Presson, Thomas. Absent: Essex.

_____
Bob Fox, Mayor

_____
Gayle L. Conrad, City Clerk

Staff:	Bruce W. Loy, Airport Manager	**AGENDA REPORT** Cape Girardeau City Council	**19-221**
Agenda:	10/16/2019		

SUBJECT

An ordinance authorizing the City Manager to enter into an Air Traffic Control Tower Operating Assistance Grant Agreement, No. AIR 196-077A-2, for the fiscal year 2019-2020 in the amount of $167,000.

EXECUTIVE SUMMARY

Annually, Missouri State legislation provides up to $167,000 for reimbursement of air traffic control tower (ATCT) operational expenses for Missouri municipalities currently funding their own air traffic control tower operation. The City of Cape Girardeau is eligible for these funds and the attached Air Traffic Control Tower Operating Assistance Grant Agreement will reimburse the City up to $167,000 for the direct costs to operate the air traffic control tower for the period of the fiscal year 2019-2020, which begins July 1, 2019 and ends on June 30, 2020.

BACKGROUND/DISCUSSION

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

FINANCIAL IMPACT

The $167,000 grant will fund roughly 75% of the total Air Traffic Control Tower operational expenses, which total approximately $220,000 annually.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

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

STAFF RECOMMENDATION

It is recommended that the City Council approve an ordinance authorizing the City Manager to execute the attached Air Traffic Control Tower Operating Assistance Grant Agreement with the Missouri Highways and Transportation Commission, Project No. AIR 196-077A-2, in the amount of $167,000, to assist funding the Air Traffic Control Tower operations for the fiscal year 2019-2020 at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
Air_Traffic_Control__Grant_Agreement_2019-2020_(2).doc	Ordinance
ATCT_Agreement_City_of_Cape_Girardeau_AIR_196-077A-2.pdf	196-077A-1 Air Traffic Control Tower Assistance

BILL NO. 19-152 ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AIR TRAFFIC CONTROL TOWER OPERATING ASSISTANCE GRANT AGREEMENT FOR THE FISCAL YEAR 2019-2020, WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, FOR THE CAPE GIRARDEAU REGIONAL AIRPORT

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, an Air Traffic Control Tower Operating Assistance Grant Agreement for the fiscal year 2019-2020, for Project No. AIR 196-077A-2, between the City of Cape Girardeau and the Missouri Highways and Transportation Commission for the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

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

PASSED AND APPROVED THIS 16th day of October, 2019.

_____
Bob Fox, Mayor

_____
Gayle L. Conrad, City Clerk

CCO Form: MO13
Approved: 1/99 (RMH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Cape Girardeau
Project No.: AIR 196-077A-2

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

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

WITNESSETH:

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

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

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

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to One Hundred Sixty-Seven Thousand Dollars ($167,000); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of July 1, 2019 to June 30, 2020. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

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

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

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

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

(5) THIRD PARTY CONTRACTS:

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

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

(6) PAYMENTS:

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

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

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

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

(9) INDEMNIFICATION:

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

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CAPE GIRARDEAU

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-222**
Agenda:	10/16/2019		

SUBJECT

An Ordinance amending Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, by changing the zoning of property located at 621 Perry Avenue, in the City and County of Cape Girardeau, Missouri, from R-3 to C-1.

EXECUTIVE SUMMARY

The attached ordinance rezones property at 621 Perry Avenue from R-3 (High Density Single-Family Residential District) to C-1 (General Commercial District). The City Council's public hearing on the rezoning request was held on October 7, 2019.

BACKGROUND/DISCUSSION

An application has been submitted to rezone property at 621 Perry Avenue from R-3 (High Density Single-Family Residential District) to C-1 (General Commercial District).

The immediately surrounding properties are zoned R-3 (High Density Single-Family Residential District) to the north, C-1 (General Commercial District) to the south and west, and R-1 (Single-Family Suburban Residential District) to the east. This area consists of a mix of residential, commercial, and open space/recreational uses. The Comprehensive Plan's Future Land Use and Infrastructure Map shows the subject property as High Density Residential.

The attached ordinance rezones the property from R-3 to C-1. The City Council's public hearing on the rezoning request was held on October 7, 2019.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

In considering a rezoning request, both the Planning and Zoning Commission and the City Council must determine if the proposed zoning district is reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties. The subject property is adjacent to commercial development on two sides, and the development to the south is proposed to be redeveloped. The developer is interested in purchasing the subject property and demolishing the existing house to provide space for additional parking, if needed. If the developer's plans move forward, the subject property would need to be rezoned to C-1 because it would be combined with the property to the south. Even in the absence of the developer's plans, the rezoning request is reasonable due to the subject property's adjacency to the C-1 zoned properties. It should be noted that the Development Code (Chapter 25 of the City's Code of Ordinances) requires a 20 foot wide bufferyard along any property line adjacent to a residential use or district. If the rezoning is approved, the bufferyard will be required to be installed along the north property line in order to establish a commercial use on the property. The bufferyard will provide screening for the adjacent

residence and mitigate potential adverse effects due to the rezoning.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on September 11, 2019 and recommended approval of the rezoning request by a vote of 6 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on September 22, 2019. In addition, a sign containing the date, time, location and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

ATTACHMENTS:

Name:	Description:
621_Perry_Avenue_Rezone.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	621 Perry Avenue - Staff RRA Form
Map_-_Zoning_-_621_Perry_Avenue.pdf	621 Perry Avenue - Zoning Map
Map_-_FLU_-_621_Perry_Avenue.pdf	621 Perry Avenue - FLU Map
Application_-_621_Perry_Avenue_Rezoning.pdf	621 Perry Avenue - Application
R-3.pdf	R-3 District Regulations
C-1_Updated_for_Medical_Marijuana.pdf	C-1 District Regulations

BILL NO. 19-154 ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, BY CHANGING THE ZONING OF PROPERTY LOCATED AT 621 PERRY AVENUE, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM R-3 TO C-1

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

WHEREAS, Public Notice of such change was given as prescribed in Chapter 30 of the Code of Ordinances of the City of Cape Girardeau, Missouri, and a public hearing was held on Monday, October 7, 2019, and

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

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

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

<u>621 Perry Avenue</u>

All of Lot 8 in Block 1 of Whitelaw’s Subdivision as recorded in Plat Book 4 at Page 7 of the land records of Cape Girardeau County, Missouri, and the northern eight (8) feet of the alley vacated in City Manager Form Ordinance Number 106, in the City and County of Cape Girardeau, Missouri.

ARTICLE 2. The City Council hereby finds and declares that the property described in Article 1 hereof is at the present time particularly suitable for the purposes and uses of the C-1, General Commercial District, and that such changes authorized hereby are reasonable and in reasonable conformity with the

existing uses and value of the immediately surrounding properties.

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

PASSED AND APPROVED THIS 16th day of October, 2019.

Bob Fox, Mayor

Gayle L. Conrad, City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. **1389** LOCATION: 621 Perry Avenue

STAFF REVIEW & COMMENTS:

Ms. Ann W. Ritter is requesting to rezone property at 621 Perry Avenue from R-3 (High Density Single-family Residential) to C-1 (General Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

City Planner — Date: 7/30/19

City Attorney — Date: JULY 30, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager — Date: 7-31-19

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ *Public Hearing Date:* 9-11-19

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☐	☐	☐
Jeff Glenn	☑	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☐	☐	☐
Derek Jackson	☐	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☑	☐	☐				

VOTE COUNT: 6 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

Posting Dates: Sign _____ *Newspaper* 9-22-19 *Public Hearing Date:* 10-7-19

Ordinance 1st Reading 10-7-19 *Ordinance 2nd & 3rd Reading:* _____

VOTE COUNT: _____ **Favor** _____ **Oppose** _____ **Abstain**

ORDINANCE # _____ **Effective Date:** _____

Sec. 30-324. - R-3, high density single-family residential district.

(a) *Purpose.* This district is intended to accommodate single-family, two-family and townhouse residential developments at maximum densities of up to nine (9) units per acre. This district will serve as a transition between lower density and higher density residential districts. Certain other structures and uses necessary to serve the area are allowed as permitted uses or through the approval of a special use permit, subject to restrictions intended to preserve and protect the residential character of this district.

(b) *Permitted principal uses.*

(1) Single-family detached dwellings, with only one (1) dwelling per lot.

(2) Duplexes, two-family dwelling units.

(3) Townhouses.

(4) Cluster subdivisions, as permitted in chapter 25 of the City Code.

(5) Public parks, playgrounds, and recreational facilities.

(6) Police and fire stations.

(7) Elementary and middle schools, or development centers for elementary and middle school age children with handicaps or development disabilities, on a minimum of five (5) acres of land.

(8) Noncommercial, not-for-profit residential neighborhood facilities consisting of indoor and outdoor recreational facilities, offices of property owners associations and maintenance facilities operated by a neighborhood or community organization or a property owners association.

(9) Home for eight (8) or fewer unrelated mentally or physically handicapped persons, including no more than two (2) additional persons acting as house parents or guardians who need not be related to each other or to any of the handicapped persons residing in the home, provided that:

a. The exterior appearance of the home and property shall reasonably conform to the exterior appearance of other dwellings and property in the neighborhood; and

b. Such home shall not be located closer than three hundred seventy (370) feet to any other such home.

(10) A private residence licensed by the Missouri Division of Family Services or Missouri Department of Mental Health to provide foster care to one (1) or more, but less than seven (7), children who are unrelated to either foster parent by blood, marriage or adoption, provided that all applicable building and safety codes are met and an occupancy permit issued therefor.

(c) *Permitted accessory uses.*

(1) Private garages, carports and accessory structures, as permitted in section 30-403, supplemental regulations.

(2) Home occupations, as permitted in section 30-405, supplemental regulations.

(3) Home day cares, with no more than four (4) unrelated children in a twenty-four-hour period as permitted in section 30-408, supplemental regulations.

(4) In home elderly care, with a maximum of three (3) persons as permitted in section 30-411, supplemental regulations.

(5) Solar energy systems, as permitted in section 30-410, supplemental regulations.

(6) Short term use of shipping containers for accessory uses, as permitted in section 30-402,

supplemental regulations.

(d) *Special uses.*

(1) Home day cares, with five (5) or more unrelated children, as permitted in section 30-408, supplemental regulations.

(2) Bed and breakfasts.

(3) Cemeteries, on a minimum of ten (10) acres of land.

(4) Transitional housing.

(5) Wind energy conversion systems, as permitted in section 30-410, supplemental regulations.

(6) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.

(7) Long term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

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

(1) *Maximum height:*

a. When side yards are less than fifteen (15) feet in width, two and one-half (2½) stories not to exceed thirty-five (35) feet.

b. When side yards are fifteen (15) feet in width or greater, three (3) stories, not to exceed forty-five (45) feet.

(2) *Minimum lot area:*

a. Each townhouse must be on a separate platted lot consisting of at least one thousand four hundred (1,400) square feet.

b. Duplexes, three thousand seven hundred fifty (3,750) square feet per unit.

c. Single-family, five thousand (5,000) square feet.

(3) *Maximum density:* Nine (9) units per one (1) acre. Higher densities may be approved with a cluster subdivision as permitted in chapter 25 of the City Code.

(4) *Minimum lot width:*

a. *Townhouses and duplexes:* Twenty (20) feet.

b. *All other uses:* Thirty (30) feet.

(5) *Minimum yard requirements:*

a. *Front yard:*

1. *Each townhouse:* Ten (10) feet.

2. *All other uses:* Twenty (20) feet.

b. *Rear yard:*

1. *Each townhouse:* Twenty (20) feet.

2. *All other uses:* Twenty (20) feet.

c. *Side yard:*

1. *Townhouses and duplexes:* None.

2. *All other uses:* Three (3) feet.

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

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

(2) Landscaping, shall be provided as required in chapter 25 of the City Code.

(3) A 20-foot wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, or R-2 zoning districts. This bufferyard shall comply with the requirements of chapter 25 of the City Code.

(g) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-202. No parking, stopping, or standing of trucks or commercial motor vehicles licensed for a gross weight in excess of twenty-four thousand (24,000) pounds, except as provided in sections 26-137 and 26-256 of the Code of Ordinances.

(Ord. No. 5012, art. 4, 10-2-17)

Editor's note— Ord. No. 5012, art. 4, adopted Oct. 2, 2017, repealed the former § 30-324 and enacted a new section as set out herein. The former § 30-324 pertained to similar subject matter and derived from Ord. No. 4109, art. 2, adopted March 1, 2010; Ord. No. 4149, art. 4, adopted Aug. 16, 2010; and Ord. No. 4206, arts. 7, 9, adopted March 7, 2011.

REZONING / SPECIAL USE PERMIT APPLICATION

CITY *of* CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Property Address/Location
621 Perry Ave

Applicant		**Property Owner of Record** *(if other than Applicant)*	
Ann W Ritter c/o Boulder Construction LLC		Ann W Ritter Trust	
Mailing Address 2075 Corporate Circle	City, State, Zip Cape Girardeau MO 63703	Mailing Address 2551 Palomino Dr	City, State, Zip Cape Girardeau MO 63701
Telephone 573-332-1182	Email gabew@boulderconstructionllc.com	Telephone 573-450-9916	Email marycaroharding@gmail.com
Contact Person *(If Applicant is a Business or Organization)* Gabe Wunderlich		*(Attach additional owners information, if necessary)*	
Type of Request: Rezoning, Special Use Permit, or Both Rezoning			
Existing Zoning District R-1 High Density Single Family Residential		**Proposed Zoning District (Rezoning requests only)** C-1 General Commercial	

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

Part of Vacated Alley & Lot 8 Block 1 of Whitelaws Subdivision

Describe the proposed use of the property.

Requesting the property to be zoned C-1 so it could be an option to be developed for future parking for 1704 Broadway. 1704 Broadway is owned by West Broadway Properties LLC which is owned by the Ann Ritter Family

Application continues on next page

OFFICE USE ONLY

Date Received & By 7-24-19 File No. 1389 MUNIS Application No. 9055

Planning & Zoning Commission Recommendation _____ Date _____

City Council Final Action _____ Date _____

[illegible]

1) [illegible]
   N/A
2) [illegible]
   N/A
3) [illegible]
   N/A
4) [illegible]
   N/A
5) [illegible]
   N/A

ADDITIONAL ITEMS REQUIRED

See instructions for more information.

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

___ Application fee ($[illegible]) payable to City of Cape Girardeau + additional $50 for Planned Development submittal
___ One (1) list of owners and mailing addresses of adjacent property owners
___ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners
___ One (1) full size copy of a plat or survey of the property, if available
___ One (1) full size set of plans, drawn to an appropriate scale, showing existing features to be removed, existing buildings to remain and all proposed features such as buildings and structures, parking areas, curbing, driveways, parking stalls, trees, landscaping, fencing, retaining walls, light poles, dumpster locations, loading/unloading areas, monumental signs, etc. (Planned Development, rezonings and Special Use Permits only)
___ Digital file of the plans in .pdf format (Planned Development, rezonings and Special Use Permits only, can be emailed)
___ One (1) set of Planned Development documents (Planned Development rezonings only)

CERTIFICATIONS

The undersigned hereby certifies that:

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

_____ _____
Property Owner of Record Signature and Printed Name Date
(Provide additional owners signatures and printed names on the space below, if applicable)

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

Ann W. Ritter Ann W. Ritter 7/24/19
Applicant Signature and Printed Name Date

Revised 08/11/2016

1.	623 Perry Ave	James A & Sheri L Hunt 623 Perry Ave Cape Girardeau, MO 63701
2.	1704 Broadway	West Broadway Properties, LLC 2551 Palomino Dr Cape Girardeau, MO 63701
3.	610 Whitelaw Ave	R Hetzel Properties, LLC PO Box 965 Cape Girardeau, MO 63702
4.	627 Capaha Dr	City of Cape Girardeau 401 Independence Cape Girardeau, MO 63703
5.	1723 Broadway	Southeast Missouri Hospital Assoc 1701 Lacey Cape Girardeau, MO 63701

Sec. 30-333. - C-1, general commercial district.

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

(b) *Permitted principal uses.*

(1) Art galleries or museums.

(2) Banks or other financial institutions.

(3) Bed and breakfasts.

(4) Commercial day cares.

(5) Commercial recreation facilities, excluding driving ranges or outdoor shooting or racing.

(6) Funeral homes or mortuaries.

(7) Governmental facilities.

(8) Health or fitness centers.

(9) Institutions of higher education, including business, career or technology schools.

(10) Instructional schools for art, dance, music, martial arts or other disciplines.

(11) Libraries.

(12) Medical marijuana dispensary facilities, as permitted in section 30-415, supplemental regulations.

(13) Microbreweries.

(14) Middle schools, secondary schools, or development centers for people with physical, mental or developmental disabilities.

(15) Nurseries or greenhouses.

(16) Nursing homes.

(17) Offices.

(18) Parks or playgrounds.

(19) Personal service establishments.

(20) Pet grooming facilities, excluding kennels.

(21) Police or fire stations.

(22) Residential treatment facilities.

(23) Restaurants or bars.

(24) Retail or rental establishments, excluding the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.

(25) Television or radio studios, including any transmitting facilities.

(26) Transit terminals.

(27) Veterinary clinics or animal hospitals, excluding livestock.

(28) Wineries.

(c) *Permitted accessory uses.*

(1) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-403, supplemental regulations.

(2) Short term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(3) Solar energy systems, as permitted in section 30-410, supplemental regulations.

(d) *Special uses.*

(1) Banquet facilities.

(2) Hotels or motels.

(3) Kennels.

(4) Long term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(5) Meeting halls.

(6) Mini warehouses or self-storage units.

(7) Public utilities, except for buildings or accessory structures that are normal and customary in a zoning district which would allow other buildings or structures of the same nature as a use-by-right.

(8) Short term or long term use of shipping containers for principal uses, as permitted in section 30-402, supplemental regulations.

(9) Telecommunication towers, as permitted in section 30-404, supplemental regulations.

(10) The allowance of additional height up to a total of sixty (60) feet, not to exceed a total of five (5) stories.

(11) Transitional housing.

(12) Uses involving the sale or rental of outbuildings, vehicles, or large agricultural or construction equipment.

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

(14) Vehicle washing facilities, including automatic or hand wash.

(15) Wind energy conversion systems, as permitted in section 30-410, supplemental regulations.

(e) *Standards.*

(1) All storage of merchandise, materials, products or equipment shall be within a fully enclosed building or in an open yard so screened that the items being stored are not visible from the street or any adjacent property.

(2) Outdoor display of merchandise is prohibited, except as follows:

a. Merchandise may be displayed outdoors as part of a temporary use, as permitted in section 30-406, supplemental regulations. Nursery stock, accessory landscaping decorations, and seasonal and holiday decorations may also be displayed outdoors during the appropriate season. Such displays are permitted in accordance with the following provisions:

1. Displays shall not be located in a right-of-way.

2. Displays shall not be located in parking spaces used to meet the minimum number of parking spaces as required elsewhere in the City Code. Displays that are part of a bazaar, craft sale, garage or yard sale, or similar temporary event are exempt from this requirement, as determined by the city manager.

3. Displays shall not impede vehicular or pedestrian access.

4. Displays shall not alter the structure of any building.

5. Displays shall not create a health or safety hazard.

6. Displays shall be well kept and orderly.

7. Signs may be displayed as permitted elsewhere in the City Code.

8. The display of seasonal items shall be limited to a time period that is customary for the season associated with the display, which shall be at the discretion of the city manager.

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

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

(1) Maximum height: Forty (40) feet, not to exceed three (3) stories.

(2) Minimum lot area: None.

(3) Minimum lot width: None.

(4) Minimum setbacks:

a. Front yard: Twenty-five (25) feet.

b. Rear yard: None, except twenty (20) feet when adjacent to a residential use or district, or ten (10) feet when adjacent to an agricultural use or district.

c. Side yard: None, except twenty (20) feet when adjacent to a residential use or district, or ten (10) feet when adjacent to an agricultural use or district.

(5) Minimum open space. Fifteen (15) percent of the lot area.

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. **1389** LOCATION: 621 Perry Avenue

STAFF REVIEW & COMMENTS:

Ms. Ann W. Ritter is requesting to rezone property at 621 Perry Avenue from R-3 (High Density Single-family Residential) to C-1 (General Commercial). SEE STAFF REPORT FOR FURTHER INFORMATION

City Planner — Date: 7/30/19

City Attorney — Date: JULY 30, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager — Date: 7-31-19

Planning & Zoning Commission

Public Hearing Sign Posting Date: _____ *Public Hearing Date:* 9-11-19

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☐	☐	☐
Jeff Glenn	☑	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☐	☐	☐
Derek Jackson	☐	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☑	☐	☐				

VOTE COUNT: 6 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

Posting Dates: Sign _____ *Newspaper* 9-22-19 *Public Hearing Date:* 10-7-19

Ordinance 1st Reading 10-7-19 *Ordinance 2nd & 3rd Reading:* _____

VOTE COUNT: _____ **Favor** _____ **Oppose** _____ **Abstain**

ORDINANCE # _____ **Effective Date:** _____

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-223**
Agenda:	10/16/2019		

SUBJECT

An Ordinance granting a Special Use Permit to Sandy McLane Donley, Gill Family Properties, LLC, and Robinson Outdoor, LLC, for purposes of constructing, maintaining, and operating a billboard at 101 North Kingshighway, in the City and County of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance grants a special use permit for a billboard at 101 North Kingshighway. A public hearing on the special use permit request was held on October 7, 2019.

BACKGROUND/DISCUSSION

A special use permit application has been submitted for the property at 101 North Kingshighway, zoned M-1 (Light Manufacturing/Industrial). The property contains a vacant commercial building. The application requests approval of a proposed V-shaped digital billboard near the southeast corner of the building. Section 25-401 of the Development Code (Chapter 25 of the City Code) contains requirements specific to billboards. Refer to the application for more information about the proposed billboard and the applicant's responses to the requirements. Kingshighway, also known as U.S. Highway 61, is under the jurisdiction of the Missouri Department of Transportation (MoDOT). The applicant has obtained a permit from MoDOT for the billboard. The MoDOT permit is in addition to required City approvals and permits.

Certified copies of the application, application file, and the following applicable sections of the City Code are attached:

Section 30-335 - M-1, Light Manufacturing/Industrial District
Section 30-401 - Special Use Permits
Section 25-401 - Billboards

The attached ordinance grants a special use permit for the proposed billboard. A public hearing on the special use permit request was held on October 7, 2019.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

See the attached staff report for analysis.

STAFF RECOMMENDATION

The staff report to the Planning and Zoning Commission recommended approval of the special use permit request, subject to several conditions.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on September 11, 2019 and recommended approval of the special use permit request, subject to the staff recommended conditions, with a vote of 6 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on September 22, 2019. In addition, a sign containing the date, time, location, and subject of the Planning and Zoning Commission and City Council public hearings was posted on the property. Notices were also mailed to the adjacent property owners.

ATTACHMENTS:

Name:	Description:
SUP_101_N_Kinghighway_Gill_Family_Properties_Robinson_Outdoor.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	101 North Kingshighway - Staff RRA Form
Staff_Report_P_Z_SUP_101_North_Kingshighway_Billboard.pdf	101 North Kingshighway - Staff Report
Map_-_101_N_Kingshighway_SUP_-_Zoning.pdf	101 North Kingshighway - Zoning Map
Map_-_101_N_Kingshighway_SUP_-_FLU.pdf	101 North Kingshighway - FLU Map
Application_-_No_Rendering_or_Plan.pdf	101 North Kingshighway - Application
Rendering.pdf	101 North Kingshighway - Renderings
Billboard_Plans.pdf	101 North Kingshighway - Billboard Plans
Digital_Specs.pdf	101 North Kingshighway - Digital Specs
M-1_Updated_for_Medical_Marijuana.pdf	M-1 District Regulations
Sec_30-401_-_Special_Use_Permits.pdf	Section 30-401 Special Use Permits
ARTICLE_IV._-_BILLBOARDS.pdf	Section 25-401 Billboards

BILL NO. 19-155 ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO SANDY MCLANE DONLEY, GILL FAMILY PROPERTIES, LLC, AND ROBINSON OUTDOOR, LLC, FOR PURPOSES OF CONSTRUCTING, MAINTAINING, AND OPERATING A BILLBOARD AT 101 NORTH KINGSHIGHWAY, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, Sandy McLane Donley is the owner of certain property on which Gill Family Properties, LLC, and Robinson Outdoor, LLC, desire to construct, maintain, and operate a billboard, in the City and County of Cape Girardeau, Missouri; and

WHEREAS, the proposed location of said billboard is 101 North Kingshighway, Cape Girardeau, Missouri, which property is presently zoned M-1, Light Manufacturing/Industrial District; and

WHEREAS, a Special Use Permit is required for said use in the M-1, Light Manufacturing/Industrial District.

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

ARTICLE 1. The City Council, having duly considered the application, finds that the granting of the Special Use Permit will not substantially increase traffic hazards, congestion, or fire hazards, nor will it adversely affect the general character of the neighborhood or the general welfare of the community, nor will it overtax public utilities or be in conflict with the comprehensive plan.

ARTICLE 2. A Special Use Permit for the purposes of constructing, maintaining, and operating a billboard located at 101 North Kingshighway, in the City and County of Cape Girardeau, Missouri, located on the following described property:

> That part of Lots No. 4 and 5 of R L Sturdivant's Subdivision of Outlot No 81 in U S P Survey No. 2199, City and County of Cape Girardeau, State of Missouri, described as follows:
>
> Commence at the intersection of the East line of Leming Lane, and the North line of Independence Street (formerly Missouri State Route “K”) marked by a 1/2" iron pin, thence with the East line of Leming Lane, North 2° 54' 00" East, 194.17 feet, to the Point of Beginning, thence continue North 2° 54' East, 205.73 feet, to a 1" iron

pipe; thence South 81° 48' 00" East, 299.95 feet, to a point on the West right-of-way line of Highway 61, from which a cross mark cut in concrete bears North 81° 48' West, 0.22 feet, thence with the West line of said highway, South 6°13' 55" East, 78.95 feet; thence leaving the West right-of-way line of U.S. Route 61, North 80° 32' 33" West, 96.40 feet, thence North 50°12' 01" West, 3.44 feet, thence North 80° 50' 24" West, 104.63 feet, thence South 53° 08' 06" West, 25.00 feet; thence North 86° 51' 54" West, 10.00 feet, to the Northeast Corner of the United Oil Warehouse, thence with the East Building Line of said Warehouse, South 3° 08' 06" West, 100.00 feet to the Southeast Corner of said Warehouse; thence with the South Building Line of said Warehouse and said South line extended, North 86° 51' 54" West, 98.16 feet to the East line of Leming Lane, being also the Point of Beginning and containing 0.809 acres, more or less.

is hereby granted to Sandy McLane Donley, Gill Family Properties, LLC, and Robinson Outdoor, LLC, to be effective ten (10) days after the date of passage and approval of this ordinance. The special use must comply with all regulations set forth in the Zoning Code for the district in which the use is located except those which have been specifically excepted under this permit, and all other applicable ordinances of the City of Cape Girardeau, Missouri, and any special conditions contained in the Special Use Permit, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference. The City Manager is hereby given the power to execute the Special Use Permit for and on behalf of the City of Cape Girardeau, Missouri.

ARTICLE 3. Attached hereto as Exhibit "B" and incorporated herein by reference is the formal Findings and Conclusions of the City Council.

ARTICLE 4. This ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

Exhibit A

SPECIAL USE PERMIT

Sandy McLane Donley, Gill Family Properties, LLC, and Robinson Outdoor, LLC, are hereby granted a Special Use Permit for the purposes of constructing, maintaining, and operating a billboard located at 101 North Kingshighway, in the City and County of Cape Girardeau, Missouri, on the following described property for an indefinite period of time:

> That part of Lots No. 4 and 5 of R L Sturdivant's Subdivision of Outlot No 81 in U S P Survey No. 2199, City and County of Cape Girardeau, State of Missouri, described as follows:
>
> Commence at the intersection of the East line of Leming Lane, and the North line of Independence Street (formerly Missouri State Route “K”) marked by a 1/2" iron pin, thence with the East line of Leming Lane, North 2° 54' 00" East, 194.17 feet, to the Point of Beginning, thence continue North 2° 54' East, 205.73 feet, to a 1" iron pipe; thence South 81° 48' 00" East, 299.95 feet, to a point on the West right-of-way line of Highway 61, from which a cross mark cut in concrete bears North 81° 48' West, 0.22 feet, thence with the West line of said highway, South 6°13' 55" East, 78.95 feet; thence leaving the West right-of-way line of U.S. Route 61, North 80° 32' 33" West, 96.40 feet, thence North 50°12' 01" West, 3.44 feet, thence North 80° 50' 24" West, 104.63 feet, thence South 53° 08' 06" West, 25.00 feet; thence North 86° 51' 54" West, 10.00 feet, to the Northeast Corner of the United Oil Warehouse, thence with the East Building Line of said Warehouse, South 3° 08' 06" West, 100.00 feet to the Southeast Corner of said Warehouse; thence with the South Building Line of said Warehouse and said South line extended, North 86° 51' 54" West, 98.16 feet to the East line of Leming Lane, being also the Point of Beginning and containing 0.809 acres, more or less.

This Special Use Permit is granted upon the condition that the grantees be bound by all City ordinances which pertain to the Special Use Permit and that the grantees be bound by the following special conditions which are imposed as a condition of issuance of this Special Use Permit. Upon the failure of the grantees to comply with these special conditions, the Special Use Permit will

automatically terminate and the City shall have the right to enter upon the land to abate such special use.

SPECIAL CONDITIONS:

1. This special use shall meet all applicable requirements of the Zoning and Development Codes except for the exceptions noted herein.

2. Major modifications to this special use shall require the approval of the City Council.

3. This permit shall automatically expire twelve (12) months from the date of issuance if the use for which it was granted has not commenced.

4. This permit is not transferable without the consent of the City Council.

5. Exceptions from Section 25-401(d) and Section 25-401(i) of the Development Code are granted as part of the approval of this permit. The billboard pole shall not be located closer to the existing North Kingshighway right-of-way line than 13.7 feet. Additionally, the billboard shall not exceed 37 feet in height, nor 288 square feet in sign face area, nor 24 feet in sign face length.

IN WITNESS WHEREOF, the City Manager of the City of Cape Girardeau, Missouri, affixes his signature this _____ day of _____, 2019.

_____
Scott A. Meyer, City Manager

ATTEST:

_____
Gayle L. Conrad, City Clerk

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

On this _____ day of _____ _____ ___, 2019, before me appeared Scott A. Meyer, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that said instrument was signed and sealed on behalf of said City by authority of its City Council, and acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

(IF APPROVED)
CITY OF CAPE GIRARDEAU, MISSOURI
CITY COUNCIL
FINDINGS AND CONCLUSIONS

Now on this _____ day of _____, 20____, the Cape Girardeau City Council considered the application for a Special Use Permit dated August 21, 2019 filed by Gill Family Properties, LLC, and Robinson Outdoor, LLC, for the property located at 101 North Kingshighway, Cape Girardeau, Missouri for the purpose of constructing, maintaining, and operating a billboard.

In examining this application, the following factors were considered and found as noted:

	City Council Findings: The Proposed Special Use, with the stated conditions, would:	Yes	No	N/A
1.	Substantially increase traffic hazards or congestion		X	
2.	Substantially increase fire hazards		X	
3.	Adversely affect the character of the neighborhood; or in respect to special use permits for dwelling purposes where required, be adversely affected by the character of the neighborhood.		X	
4.	Adversely affect the general welfare of the community		X	
5.	Overtax public utilities.		X	

The comments, testimony, evidence, exhibits, and all other matters presented at the required public hearing are incorporated herein by reference.

Following consideration of the application, the requirements of Section 30-401 and other relevant provisions of the City Code, testimony, exhibits and file contents, the City Council duly deliberated the facts pertaining to the proposal and issued the following conclusion:

THE APPLICATION IS:

_____ Approved
_____ Denied
___X___ Approved with conditions specified on the attached Special Use Permit

CITY OF CAPE GIRARDEAU, MISSOURI

(SEAL)

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

(IF DENIED)
CITY OF CAPE GIRARDEAU, MISSOURI
CITY COUNCIL
FINDINGS AND CONCLUSIONS

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	City Council Findings:	Yes	No	N/A
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1.	Substantially increase traffic hazards or congestion	____	____	____
2.	Substantially increase fire hazards	____	____	____
3.	Adversely affect the character of the neighborhood; or in respect to special use permits for dwelling purposes where required, be adversely affected by the character of the neighborhood.	____	____	____
4.	Adversely affect the general welfare of the community	____	____	____
5.	Overtax public utilities.	____	____	____

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CITY OF CAPE GIRARDEAU, MISSOURI

(SEAL)

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. **1390** LOCATION: 101 North Kingshighway

STAFF REVIEW & COMMENTS:

Gill Family Properties, LLC and Robinson Outdoor, LLC are requesting a SUP to place a billboard on property in the M-1 (Light Manufacturing/Industrial) zoning district at 101 North Kingshighway. SEE STAFF REPORT FOR FURTHER INFORMATION.

City Planner — Date: 8/28/19

City Attorney — Date: AUGUST 28, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager — Date: Aug 29, 2019

Planning & Zoning Commission

Public Hearing Posting Date: _____ *Public Hearing Date:* 09/11/19

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☐	☐	☐
Jeff Glenn	☑	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☐	☐	☐
Derek Jackson	☐	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☑	☐	☐				

VOTE COUNT: 6 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

Public Hearing Posting Date: 9-22-19 *Public Hearing Date:* 10-7-19

Ordinance 1st Reading 10-7-19 *Ordinance 2nd & 3rd Reading:* _____

VOTE COUNT: _____ **Favor** _____ **Oppose** _____ **Abstain**

ORDINANCE # _____ **Effective Date:** _____

STAFF REPORT

TO: Planning and Zoning Commission

FROM: Ryan Shrimplin, City Planner

MEETING DATE: September 11, 2019

SUBJECT: Special Use Permit Request for Billboard at 101 North Kingshighway

---

A special use permit application has been submitted for the property at 101 North Kingshighway, zoned M-1 (Light Manufacturing/Industrial). The property contains a vacant commercial building. The application requests approval of a proposed V-shaped digital billboard near the southeast corner of the building. Section 25-401 of the Development Code (Chapter 25 of the City Code) contains requirements specific to billboards. Refer to the application for more information about the proposed billboard and the applicant's responses to the requirements. Kingshighway, also known as U.S. Highway 61, is under the jurisdiction of the Missouri Department of Transportation (MoDOT). The applicant has obtained a permit from MoDOT for the billboard. The MoDOT permit is in addition to required City approvals and permits.

The Zoning Code (Chapter 30 of the City Code) authorizes the City Council to approve special use permits in accordance with Section 30-401. In order for a Special Use Permit to be approved, both the Planning and Zoning Commission and the City Council must consider and make findings of fact with regard to certain criteria. Staff has reviewed the criteria and made the following determinations:

Criterion #1: The proposed special use will not substantially increase traffic hazards or congestion.

> Finding: There are numerous billboards and other signs along Kingshighway, which have not been found to create traffic hazards. The requirements in Section 25-401 are in place to ensure that new billboards do not contain features which could impair or confuse drivers. The proposed billboard does not contain any such features.

Criterion #2: The proposed special use will not substantially increase fire hazards.

> Finding: The proposed billboard will be constructed in compliance with the City's construction codes and thus will not increase fire hazards.

Criterion #3: The proposed special use will not adversely affect the character of the neighborhood.

Finding: The subject property is located on a State highway and within a major commercial corridor, making it an appropriate location for a billboard. There are no residential neighborhoods near the site.

Criterion #4: The proposed special use will not adversely affect the general welfare of the community.

Finding: The proposed billboard meets the requirements of Section 25-401 (except as noted below) and Section 30-401, and staff is not aware of any potential adverse effects on the community.

Criterion #5: The proposed special use will not overtax public utilities.

Finding: The only utility needed for the proposed billboard is electric, which is available on the property. The energy-efficient digital components will not overtax the electric power supply.

In reviewing the application, staff identified two exceptions. The first exception is for distance from the right-of-way. Section 25-401(d) states that, "No billboard shall be placed within thirty (30) feet of a street right-of-way." The proposed billboard pole location is 13.7 feet from the North Kingshighway right-of-way line. The second exception is for height. Section 25-401(i) states that, "There shall be a minimum clearance of ten (10) feet from grade of the street to which the billboard is oriented to the bottom of a billboard sign face. There shall be a maximum height of thirty (30) feet from grade of the street to which the billboard is oriented to the top of a billboard sign face." The proposed billboard height is 37 feet. Staff supports both exceptions because the proposed billboard is below the maximum sign face area (300 square feet) and length (30 feet). If the applicant agrees to restricting the billboard approval to the proposed sign face area (288 square feet) and length (24 feet), it will serve as a substantial equivalent.

Based on the above findings, staff recommends approval of the special use permit request, subject to the following conditions:

1. This special use shall meet all applicable requirements of the Zoning and Development Codes except for the exceptions noted herein.

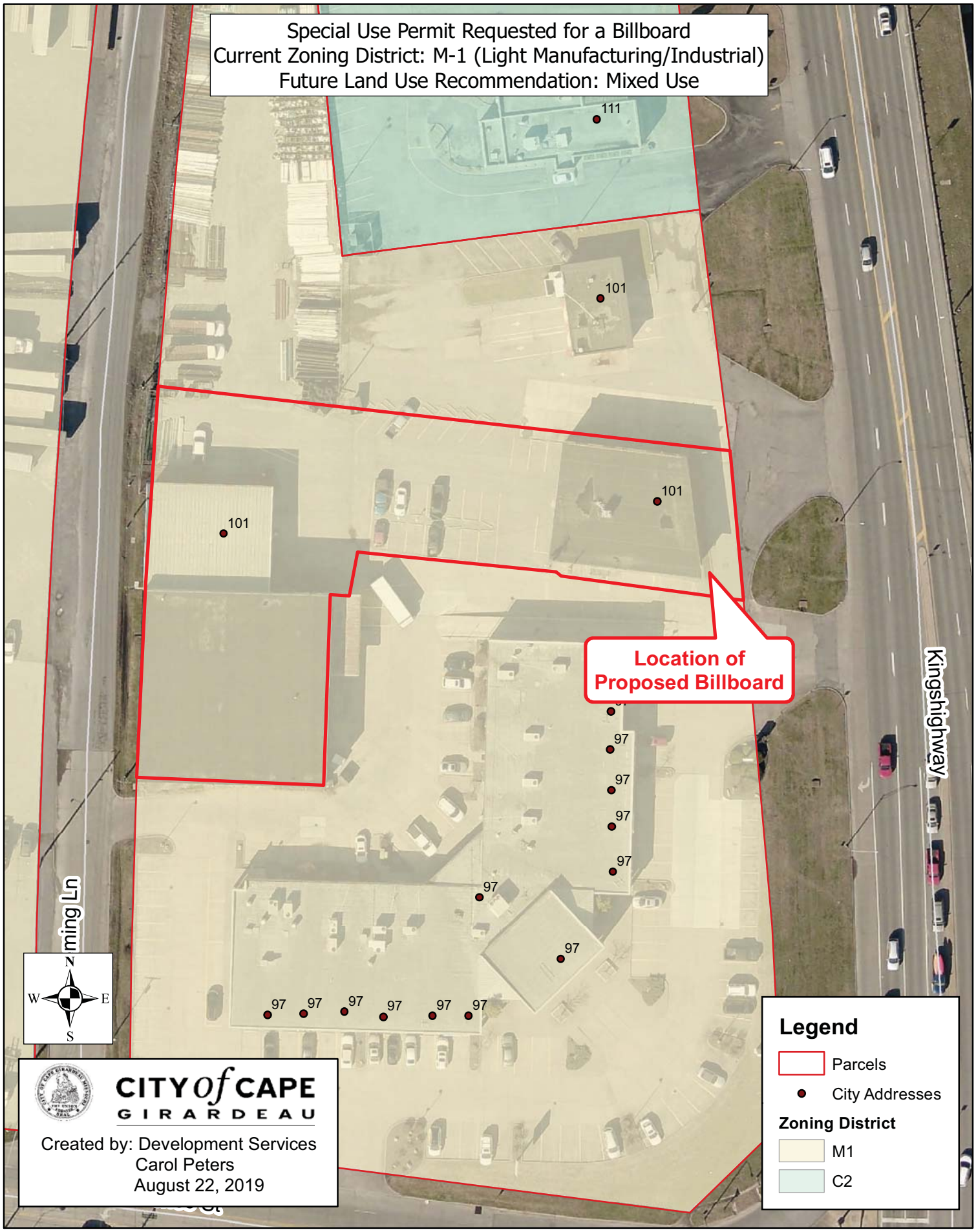
2. Major modifications to this special use shall require the approval of the City Council.

3. This permit shall automatically expire twelve (12) months from the date of issuance if the use for which it was granted has not commenced.

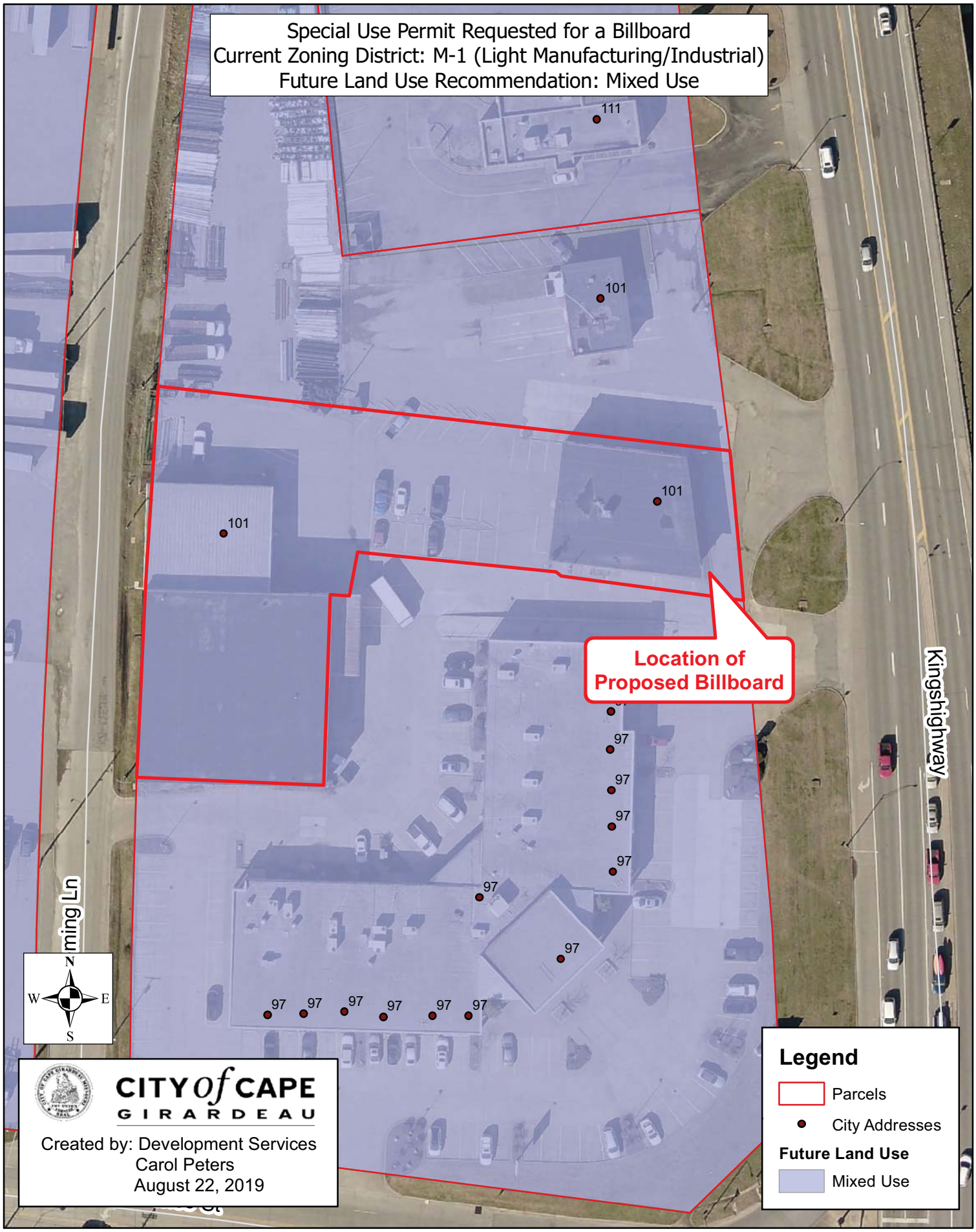
4. This permit is not transferable without the consent of the City Council.

5. Exceptions from Section 25-401(d) and Section 25-401(i) of the Development Code are granted as part of the approval of this permit. The billboard pole shall not be located closer to the existing North Kingshighway right-of-way line than 13.7 feet. Additionally, the billboard shall not exceed 37 feet in height, nor 288 square feet in sign face area, nor 24 feet in sign face length.

101 North Kingshighway
Special Use Permit Request



101 North Kingshighway
Special Use Permit Request



REZONING / SPECIAL USE PERMIT APPLICATION

CITY *of* CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Property Address/Location
101 N Kingshighway

Applicant		**Property Owner of Record** *(if other than Applicant)*	
Gill Family Properties LLC /Robinson Outdoor LLC		Sandy McLane Donley	
Mailing Address 512 N 1 Mile Road	City, State, Zip Dexter, MO 63841	Mailing Address 237 Kensington Lane	City, State, Zip Cape Girardeau, MO 63701
Telephone 800-428-3320	Email chad.gill@gillgroup.com	Telephone 573-335-1229	Email micpropertymanager@gmail.com
Contact Person *(If Applicant is a Business or Organization)* Chad Gill		*(Attach additional owners information, if necessary)*	
Type of Request: Rezoning, Special Use Permit, or Both Special Use Permit			
Existing Zoning District C-2 / M-1		**Proposed Zoning District (Rezoning requests only)**	

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

That part of Lots No. 4 and 5 of R L Sturdivant's Subdivision of Outlot No 81 in U S P Suervey No. 2199, City and County of Cape Girardeau, State of Missouri, described as follows:

Commence at the intersection of the East line of Leming Lane, and the North line of Independence Street (formerly Missouri State Route "K") marked by a 1/2" iron pin, thence with the East line of Leming Lane, North 2 degrees 54' 00" East, 194.17 feet, to the Point of Beginning, thence continue North 2 degrees 54' East, 205.73 feet, to a 1" iron pipe; thence South 81 degrees 48' 00" East, 299.95 feet, to a point on the West right of way line of Highway 61, from which a cross mark cut in concrete bears North 81 degrees 48' West, 0.22 feet, thence with the West line of said highway, South 6 degrees 13' 55" East, 78.95 feet; thence leaving the West right of way line of U S Route 61, North 80 degrees 32' 33" West, 96.40 feet, thence North 50 degrees 12' 01" West, 3.44 feet, thence North 80 degrees 50' 24" West, 104.63 feet, thence South 53 degrees 08' 06" West, 25.00 feet; thence North 86 degrees 51' 54" West, 10.00 feet, to the Northeast Corner of the United Oil Warehouse, thence with the East Building Line of said Warehouse, South 3 degrees 08' 06" West, 100.00 feet to the Southeast Corner of said Warehouse; thence with the South Building Line of said Warehouse and said South line extended, North 86 degrees 51' 54" West, 98.16 feet to the East line of Leming Lane, being also the Point of Beginning and containing 0.809 acres, more or less.

Describe the proposed use of the property.

We are requesting a development code exemption from Section 25-401(d) to erect an off-premise digital billboard with an overall height of 37' closer than 30' from the right-of-way.

Application continues on next page

OFFICE USE ONLY

Date Received & By 8-21-19 File No. 1390 MUNIS Application No. 9156

Planning & Zoning Commission Recommendation _____ Date _____

City Council Final Action _____ Date _____

Special Use Criteria (Special Use Permit requests only)
Explain how the Special Use Permit request meets the criteria below. Attach additional sheets, if necessary.

1) *The proposed special use will not substantially increase traffic hazards or congestion.*
   No

2) *The proposed special use will not substantially increase fire hazards.*
   No

3) *The proposed special use will not adversely affect the character of the neighborhood.*
   No

4) *The proposed special use will not adversely affect the general welfare of the community.*
   No

5) *The proposed special use will not overtax public utilities.*
   No

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

___ Application fee ($135.00 payable to City of Cape Girardeau + additional $80 for Planned Development rezonings)
___ One (1) list of names and mailing addresses of adjacent property owners
___ One (1) set of mailing envelopes, stamped and addressed to adjacent property owners
___ One (1) full size copy of a plat or survey of the property, if available
___ One (1) full size set of plans, drawn to an appropriate scale, depicting existing features to be removed, existing features to remain, and all proposed features such as: buildings and structures, paved areas, curbing, driveways, parking stalls, trash enclosures, fences, retaining walls, light poles, detention basins, landscaping areas, freestanding signs, etc. (Planned Development rezonings and Special Use Permits only)
___ Digital file of the plans in .pdf format (Planned Development rezonings and Special Use Permits only; can be emailed)
___ One (1) set of Planned Development documents (Planned Development rezonings only)

CERTIFICATIONS

The undersigned hereby certifies that:

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

Sandy Dowley Sandy Dowley — Aug 19 2019
Property Owner of Record Signature and Printed Name — Date
(Provide additional owners signatures and printed names in the space below, if applicable)

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

Chad Gill — 8-19-19
Applicant Signature and Printed Name — Date

Special Use Criteria Answers:

1. The structure will be built to code and will not obstruct the view of traffic. The billboard will be used as advertisement for companies and will not draw extra traffic.

2. The structure will be built to code, therefore there should be no fire hazard.

3. This neighborhood is commercially zoned for businesses which will not affect the character.

4. The structure will be built to code and the images displayed will be for 8 seconds and regulated by the city of Cape Girardeau and MoDOT. The structure is located in a commercial area, not residential.

5. The only utility use is electric. The structure will have it's own meter and will be paid by Robinson Outdoor LLC.

- The height of the existing building is 20'
- The height of the structure is 25' to the base, which gives a 5' clearance from roof of building.
- Overall height of the billboard will be 37'
- The total square footage of the face of the billboard is 288 square feet – 12' x 24'
- Total distance from closest billboard north on the same side of Kingshighway is 1,567 feet. That structure belongs to Lamar located at Broadway and Kingshighway.
- Total distance from closest billboard south on the same side of Kingshighway is 1,728 feet. That structure belongs to DSW located at William and Kingshighway.
- The distance from the pole to the East property line is 13.7 feet.
- The distance from the pole to the South property line is 14.1 feet.
- The distance from the pole to the building is 6.44 feet.
- The pole diameter is 36 inches
- The hole drilled will be 4' in diameter and 15 feet deep.
- MoDot has approved the site and we are waiting on the State permit.
- The structure will be 10' away from water main.
- The sale of the property is contingent to billboard permits being issued to Gill Properties/Robinson Outdoor in order for the existing vacant building to be remodeled and leased out as office space.

GILL FAMILY PROPERTIES LLC

Missouri Department of Transportation
PO Box 160
Sikeston, MO 63801

City of Cape Girardeau
401 Independence Street
Cape Girardeau, MO 63703

Date: Aug 19 2019

To Whom it May Concern,

An agreement has been reached between Sandy McLane Donley, Landowner(s), and Gill Family Properties LLC ("Gill"), granting Gill permission to erect and maintain an outdoor advertising structure on our property. Please issue the required permit(s).

Should you need a verbal confirmation, please reach out to me at 573-579-7876
(phone number)

Sincerely,

Sandy McLane Donley

Landowner(s)

cc: File

MISSOURI DEPARTMENT OF TRANSPORTATION

OUTDOOR ADVERTISING PERMIT

MoDOT Permit Number: 208481 Expiration Date: 8/21/2021

☑ Conforming Permit ☐ Conforming Out of Standard ☐ Nonconforming Permit

In accordance with Section 226.550 RSMo and 7 CSR 10-6.070, this BILLBOARD permit is being issued to GILL FAMILY PROPERTIES, LLC, 512 N ONE MILE RD, DEXTER, MO 63841 for a CONFORMING sign in a(n) COMMERCIAL area located along US 61 S at county log mile 25.342 on the RIGHT side of the road in CAPE GIRARDEAU County on property owned by SANDY DONLEY MCLANE, 237 KENSINGTON LN , CAPE GIRARDEAU, MO 63701.

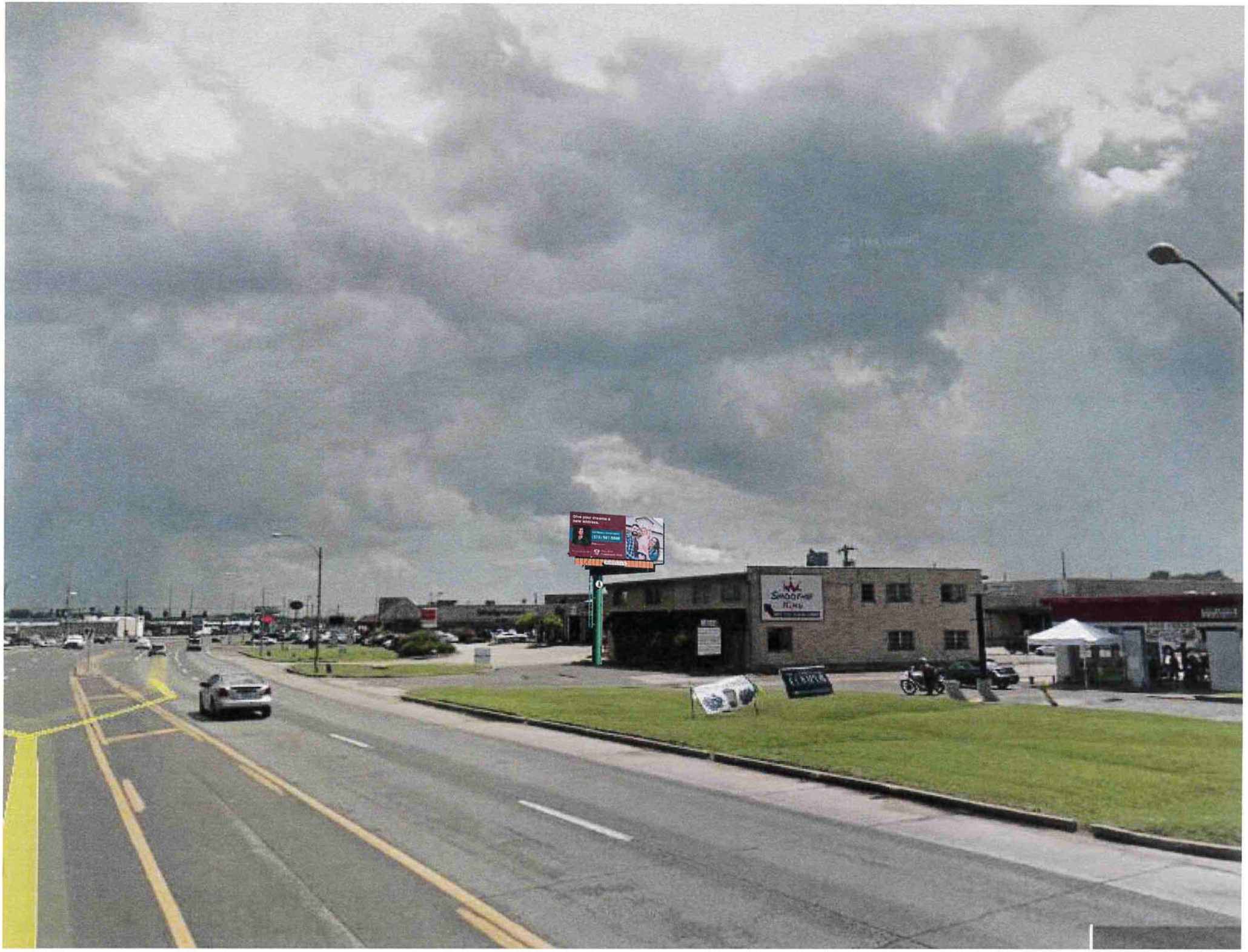
This permit is conditioned upon the accuracy and continued existence of the material facts as represented by the applicant in the "Missouri Department of Transportation Application for Permit to Erect and/or Maintain Outdoor Advertising" (**Permit Application**) and on the applicant's complete compliance with Sections 226.500 to 226.600 RSMo, as amended and 7 CSR 10-6, as amended. This Outdoor Advertising Permit incorporates by reference the Permit Application and any written amendments thereto, as if restated herein word for word. At any time after the permit is issued, the Missouri Highways and Transportation Commission reserves the right to remove the sign at the applicant's expense if it finds, in its sole determination, that the applicant misrepresented the facts in the Permit Application, the material facts represented in the Permit Application cease to exist, or the applicant failed to comply with the above referenced statutes and regulations. If at any time, this sign is completely destroyed, this permit becomes void and the sign cannot be rebuilt until a new permit is issued.

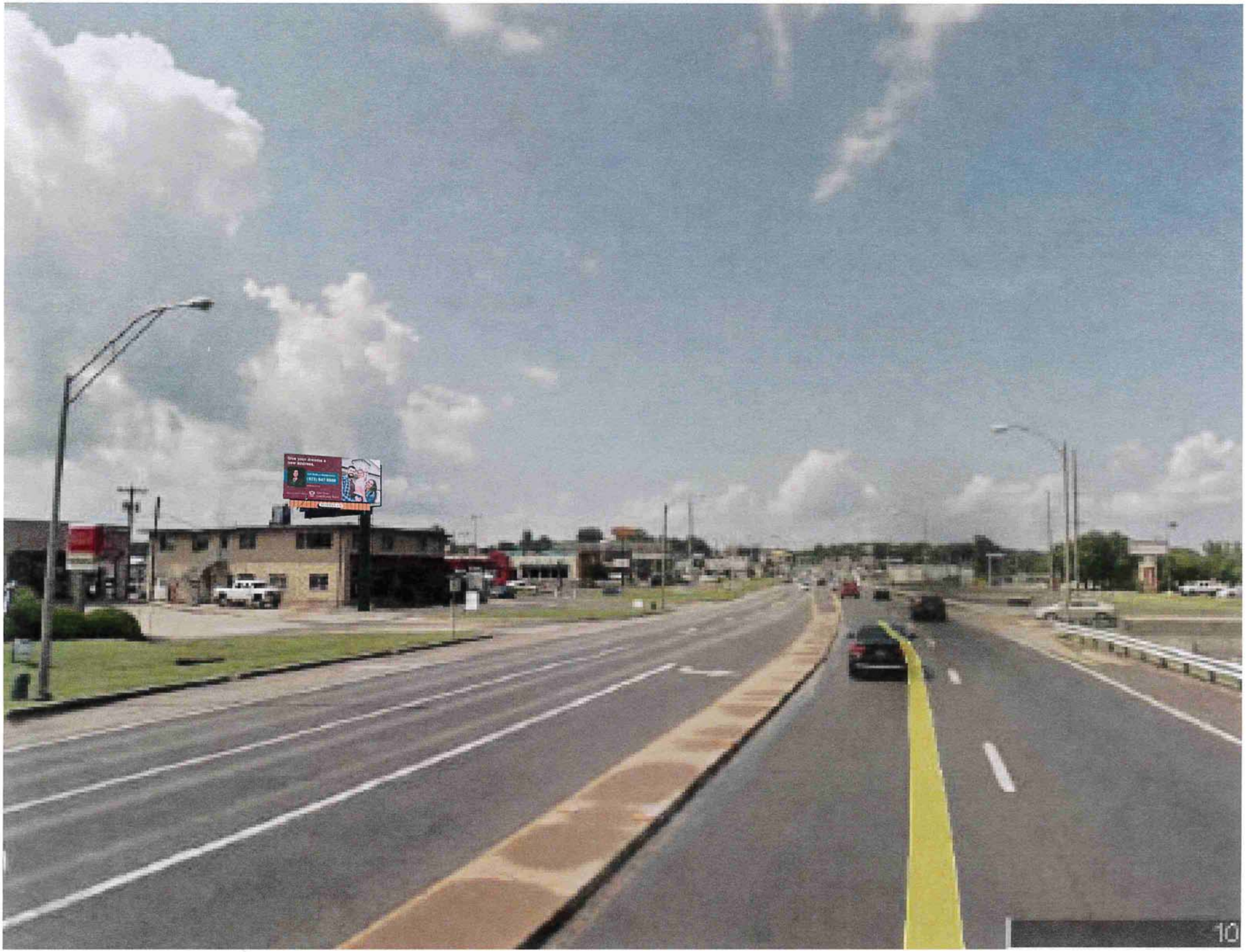
Ed Hassinger
Chief Engineer

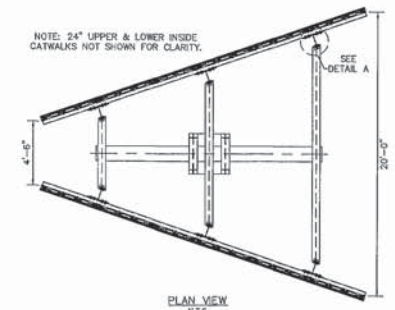
Date Printed: 8/21/2019

Additional forms and information available at http://www.modot.org/business/Outdoor_Advertising

Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

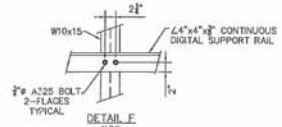




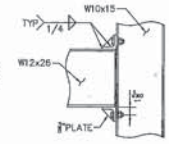


PLAN VIEW
N.T.S

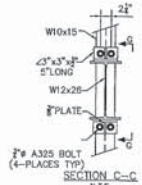
DETAIL A
N.T.S



DETAIL F
N.T.S



SECTION G-G
N.T.S



SECTION C-C
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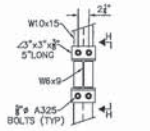

SECTION D-D
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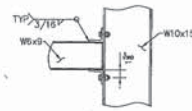

SECTION H-H
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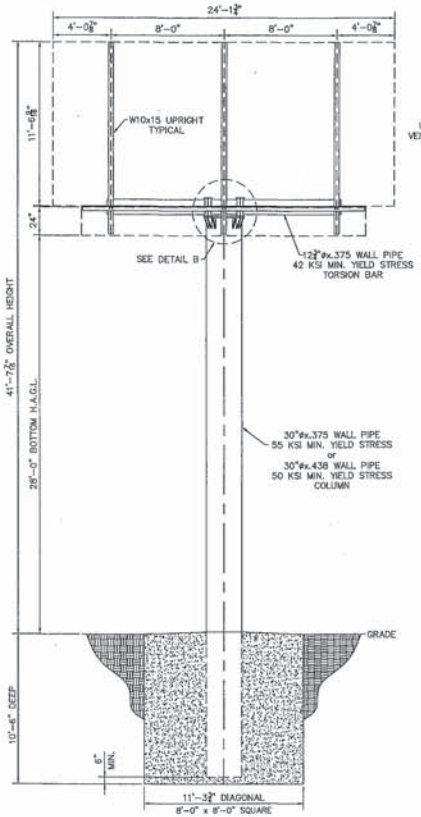
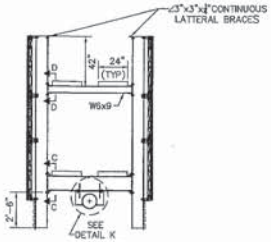
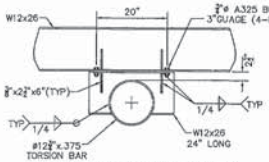


ELEVATION VIEW
N.T.S

ACTUAL SIZE OF DIGITAL UNIT MAY VARY SLIGHTLY. VERIFY PRIOR TO FABRICATION.



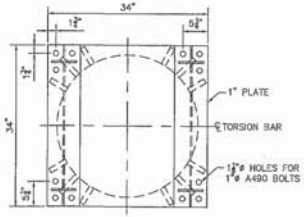
END VIEW
N.T.S

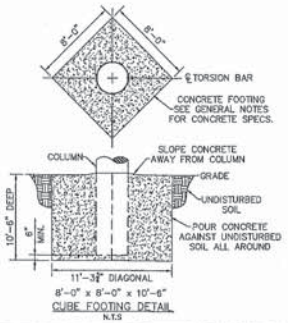


CUT HOLE IN SADDLE BEAM, SLEEVE TORSION BAR THROUGH AND WELD ALL AROUND

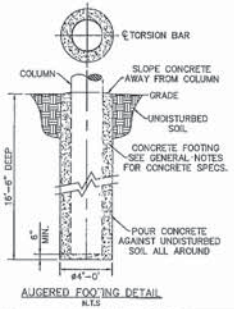
DETAIL K
N.T.S

THIS STRUCTURE AS DESIGNED IS CAPABLE OF SUPPORTING UP TO TWO (2) DIGITAL UNITS WEIGHING APPROXIMATELY 3,600# EACH. DIGITALS MAY BE INSTALLED AT TIME OF STRUCTURE ERECTION OR AT ANY TIME IN THE FUTURE.





CUBE FOOTING DETAIL
N.T.S



AUGERED FOOTING DETAIL
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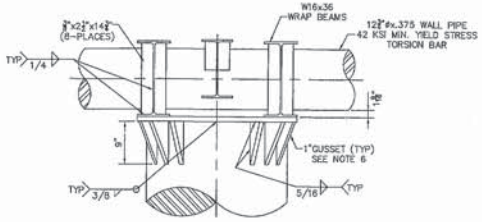


CUT HOLE IN WRAP BEAM, SLEEVE TORSION BAR THROUGH AND WELD 1/4 FILLET ALL AROUND

DETAIL B
N.T.S

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

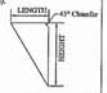
NOTES

1) IMPORTANT-FULL FLAG COLUMN PIPE TO BE BACKSET ½" PER FOOT, IN THE DIRECTION AWAY FROM THE FLAG, TO CORRECT DEADLOAD DEFLECTION.
2) PROVIDE ½" CAP PLATES FOR ENDS OF TORSION PIPE. PLATE TO BE WELDED, ALL AROUND, TO PIPE.
3) FOUNDATION BASED ON SOIL CONDITIONS OF COMPACT FINE SAND OR BETTER. (Allowable soil pressure=250p.s.f./ft. of depth). CONTRACTOR TO NOTIFY ENGINEER IF OTHER THAN THESE SOIL CONDITIONS EXIST.
4) ATTACH CATWALK ANGLES USING ½" ø A-325 BOLT (1 / ANGLE).
5) CATWALK GRATING TO BE 3.14 PSF EXPANDED METAL GRATING, WELDED WITH ⅛" FILLET, 1" LONG @ 12" O/C TO ANGLE.
6.) PLACE GUSSETS AS CLOSE TO HOLES AS POSSIBLE ALLOWING FOR BOLT TIGHTENING.

TYPICAL GUSSET DETAIL

(Use this criteria for all gussets).

-Length & height of gussets to be determined by fabricator if not specified. Use maximum length & height possible & still allow for welding all around.
-depth of 45° chamfer to be minimum required to clear weld or fillet.



GENERAL NOTES

- All rivets and bolts are to be zinc plated. (Except A-490 bolts which are not to be plated, but primed and painted after installation).
- The contractor shall verify all dimensions and conditions in the field before fabrication or construction, and notify engineer of any discrepancies.
- Any deviations from this print must be approved by Engineer.
- All structural steel shall conform to the requirements of ASTM A-36. (Except structural tubing, which shall conform to A-500 grade B).
- All W-shape beams shall conform to A-572 (50 ksi minimum yeild).
- All steel pipe shall conform to the requirements of ASTM A-53 grade B or A-252 grade 2, unless otherwise noted.
- Concrete shall attain a minimum compressive strength of f'c = 2500 psi in 28 days, unless otherwise noted.
- All structural steel shall be produced, fabricated, and erected according to latest AISC Specifications and Standard Practice.
- All welding shall be in accordance with AWS Standards. Welding to be performed by certified welders using E-70 electrodes.
- Contractor to ensure that all work is performed in accordance with federal, state, and local codes & ordinances; and OSHA safety regulations.
- Splicing of pipes having an equal diameter, wall & yield is permitted. A full penetration weld all around (Per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless specified otherwise.

THE UNDER SIGNED ENGINEER WILL NOT SUPERVISE THE FABRICATION AND/OR ERECTION OF THIS STRUCTURE.

APPLICABLE BUILDING CODE AND WIND SPEED:

International Building Code (2015 Edition)
(130 mph Exposure-C) 3-Second Gusts

PROJECT

12'-0" x 24'-0" CM, 20'V @ 42'-0" O.A.H.
w/Up to Two (2) 3,600# Digital Units
Located In: Perryville, MO

Effective Engineering Solutions, Ltd.
61 White Water Court
New Lenox, IL 60451
(815) 485-1470

AFFIX SEAL

STATE OF MISSOURI
CLIFFORD W. LEVERENZ
NUMBER E-22885
REGISTERED PROFESSIONAL ENGINEER

12/10/18

THIS PRINT CONTAINS PROPRIETARY INFORMATION AND SHALL NOT BE USED, REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT FROM Effective Engineering Solutions, Ltd.

REVISIONS

DRAWN BY:	*TGS*
DATE DRAWN:	*12-11-18*
SCALE:	*N/A*
SELECTIVE #:	*Permitting*
DRAWING #:	*SS-6416*
SHEET #:	*1 OF 1*

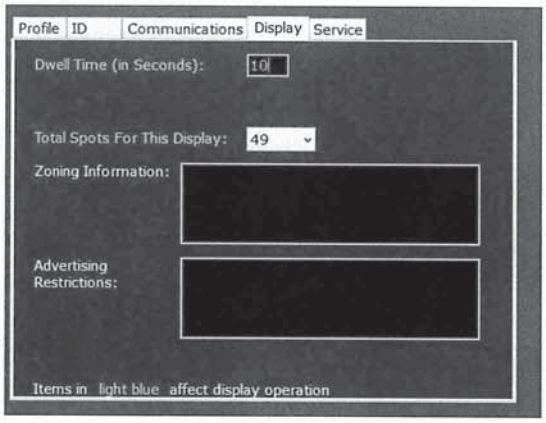
FORMETCO®

POWERED BY AdTech

Formetco Digital Operation Guidelines for **Robinson Outdoor.**

The Formetco Digital Billboard System offers features which enable Billboard Operators to comply with variable ordinance requirements. Below are the methodologies in which the Formetco software is able to provide billboard operators the ability to adapt to the specific requirements within their zoning market and operate within the specific set guidelines.

Global Display Settings per face - Upon initial set up into the Formetco Content Management System, each display has a dwell time feature that is set according to the Billboard Operators requirements and local hold time regulations. This dwell time dictates the duration that each scheduled message is consistently displayed. This is a global administrative setting and is only editable by the Billboard Operators Administrative level users, who are categorized as the highest level users.



Valid art work file extension types for upload to the scheduling platform include:

JPEG, PNG, BMP. TIFF and RTD

These files types prevent the sign from displaying any content that may flash, twinkle, blink, fading, rolling, shading, dissolving or any type of animation.

Transitions between messages are instant and seamless and occur over the entire face of the sign.

FORMETCO®

POWERED BY AdTech

Brightness – Illumination of the sign is closely monitored, each sign is preset at the factory for daytime (7500 NITs) and nighttime (200 NITs) operating levels. A Konica-Minolta CS-100A is used to set the levels.

Calibration Sticker

CS-100A in use at factory

Example: NIT Reading of 6,590

Sign under testing, using Full White

Signs are tested at FULL White. A factory set configuration table limits the upper and lower end brightness. (Source – Player PC Server.cfg file excerpt)

FORMETCO®

POWERED BY AdTech

Each sign face has an onboard photocell that provides 255 brightness steps based on ambient light conditions at the face. Two independent safe guards are in place to monitor the proper brightness level of the sign. Upon loss of signal from the photocell, the sign automatically dims to the lower limit setting. If the control system for the face loses framing data from the player PC, the sign goes dark based on a configuration timer. This is typically set at 10 minutes.

Post installation, a technician will verify the ambient light conditions applicable to the local ordinance. An Extech light meter is used to verify the night time ambient conditions. *Typical factory settings provide for less than a 0.3 foot candle measurement at distances appropriate for the signs square footage. Brightness levels can be remotely adjusted as needed.*

In addition to the above mentioned software/firmware precautions that monitor the brightness settings, onboard diagnostics alert operators to system problems via email notification. A redundant player PC provides for continued proper operation of the sign in the event that a failure is detected with the primary player PC. The system will also be equipped with a remote controllable power control relay that enables operators to remotely shut all power down to the face.

To summarize, our electronic outdoor advertising billboard is preset for 7500 NIT (daytime brightness) and 200 (nighttime brightness). They are equipped with automatic dimming-capability that adjusts the luminance of the displayed information based on ambient light conditions so as to not exceed 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance. The light intensity of the sign display can be preset to conform to the brightness levels established by the local code.

Sec. 30-335. - M-1, light manufacturing/industrial district.

(a) *Purpose.* This district is intended primarily for uses engaged in light manufacturing, assembly, fabrication, warehousing, wholesaling and retail trade, and service operations which conduct all activities within a building with no external impact or effect. This district is intended to serve as a transition between more intense industrial development and commercial, office, or multifamily residential development.

(b) *Permitted principal uses.*

(1) Light manufacturing facilities.

(2) Any establishment which provides supplies or services primarily to commercial and industrial customers, such as janitorial services, sign shops, packaging or shipping services, locksmiths, or printing, lithographing, engraving, photocopying, blueprinting, publishing, electrical, heating, plumbing and binding establishments.

(3) Health and fitness centers.

(4) Cemeteries.

(5) Commercial day cares.

(6) Funeral homes and mortuaries.

(7) Government buildings and uses, including police and fire stations.

(8) Heavy machinery and equipment sales, rental and service.

(9) Offices, administrative, business, finance and professional.

(10) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.

(11) Public service and public utility uses as follows:

a. Wireless facilities.

b. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.

(12) Industrial schools and business schools.

(13) Mini warehouses or self-storage units.

(14) Residential treatment facilities.

(15) Television and radio studios including any transmitting facilities.

(16) Veterinary clinics, animal hospitals, and kennels.

(17) Warehouses, storage and distribution centers.

(18) Vehicle fueling stations, including service, repair, body and fender repair, and paint shops.

(19) Recycling centers.

(20) Marinas or docks.

(21) Transitional housing.

(22) Restaurants and bars.

(23) Retail, including vehicle sales.

(24) Medical marijuana cultivation facilities, as permitted in section 30-415, supplemental regulations.

(25) Medical marijuana dispensary facilities, as permitted in section 30-415, supplemental regulations.

(26) Medical marijuana-infused products manufacturing facilities, as permitted in section 30-415, supplemental regulations.

(27) Medical marijuana testing facilities, as permitted in section 30-415, supplemental regulations.

(28) Medical marijuana transportation facilities, as permitted in section 30-415, supplemental regulations.

(c) *Permitted accessory uses.*

(1) Dwelling or lodging units, but only for watchman, caretakers, or other personnel whose residence is essential to the operation of a permitted or special use.

(2) Accessory structures and uses customarily incidental to the above uses, as permitted in section 30-403, supplemental regulations.

(3) Solar energy systems, as permitted in section 30-410, supplemental regulations.

(4) Short term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(d) *Special uses.*

(1) Emergency shelters, transitional service shelters for fifty (50) or fewer residents.

(2) Manufactured business units, for office use only.

(3) Telecommunication tower, as permitted in section 30-404, supplemental regulations.

(4) Excursion gambling boat or floating gambling facility, as permitted in section 30-409, supplemental regulations.

(5) Wind energy conversion systems, as permitted in section 30-410, supplemental regulations.

(6) Billboards, as permitted in section 25-401.

(7) Public utilities, except for buildings and accessory structures that are normal and customary in a zoning district which would allow other buildings of the same nature as a use-by-right.

(8) Short term or long term use of shipping containers for principal uses, as permitted in section 30-402, supplemental regulations.

(9) Long term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(e) *Standards.*

(1) A site plan, meeting the requirements of chapter 25 of the City Code shall be submitted and approved.

(2) All storage shall be within a fully enclosed building or in an open yard so screened that the materials, products or equipment are not visible from the street or adjoining property. Any outdoor storage shall be at least one hundred (100) feet from any residential zoning district or use.

(3) No building shall be used for residential purposes, except for a night watchman or a caretaker employed on the premises.

(4) Utilitarian areas such as loading docks, mechanical equipment, storage areas, mechanical and electrical equipment, and dumpsters shall be located in the rear or side yard of the building.

(5) Lighting shall be designed to shine and reflect away from any adjacent residential areas and shall meet the requirements of chapter 25 of the City Code.

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

(1) *Maximum height:* Forty (40) feet excluding silos, smoke stacks, and dust collection systems.

(2) *Minimum lot area:* None.

(3) *Minimum lot width:* None.

(4) *Minimum yard requirements:*

a. *Front yard:* Twenty-five (25) feet.

b. *Rear yard:* Twenty-five (25) feet.

c. *Side yard:* None, except on a lot abutting a residential district there shall be a side yard of not less than ten (10) feet on the side of the lot abutting the residential district.

(5) *Maximum building coverage:* None.

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

(1) A minimum of fifteen (15) percent of the total lot area shall be devoted to open space, including required yard and bufferyards.

(2) Landscaping shall be provided as required in chapter 25 of the City Code.

(3) A twenty-foot wide bufferyard shall be required adjacent to any property in the AG, AG-1, RE, R-1, R-2, R-3, R-4, R-5, RUMD and RMH zoning districts. This bufferyard shall comply with the requirements of chapter 25 of the City Code.

(h) *Parking regulations.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in section 25-202.

Sec. 30-401. - Special use permits.

(a) *Purpose.* Subject to the provisions of this section, the city council may, by ordinance on its own motion or on application, grant a special use permit for any special use specifically identified in the zoning district in which the special use is proposed. The city council may impose appropriate conditions and safeguards for the issuance of the special use permit, such as a limitation of the duration of the special use, a limitation of the parties who may carry out such use, and limitations upon or requirements for the size or design of buildings and other improvements on the property. In cases where a special use permit application is submitted for a property in the H, historic overlay district, the historic preservation commission shall make a recommendation to the city council in lieu of approving or denying a certificate of appropriateness for any work covered by the special use permit.

(b) *Application for special use permit.* Application for a special use permit shall be submitted to the city manager using a form provided by the city, and contain all necessary information as determined by the city manager. The special use permit fee shall be per the city's fee schedule. Such application shall be processed in the same manner as provided in section 30-206 relating to application for a zoning district change.

(1) In reviewing an application for a special use permit, the city council shall determine whether or not the proposed special use will:

a. Substantially increase traffic hazards or congestion;

b. Substantially increase fire hazards;

c. Adversely affect the character of the neighborhood;

d. Adversely affect the general welfare of the community; and

e. Overtax public utilities.

(2) If the council's finding is negative as to all of the criteria in section 30-401(b)(1), the application may be granted; if affirmative as to any of the aforementioned criteria, then such special use permit shall be denied.

(3) Any use for which a special use permit is granted shall otherwise comply with all of the regulations set forth in this chapter for the zoning district in which such use is located.

(Ord. No. 5012, art. 7, 10-2-17)

Editor's note— Ord. No. 5012, art. 7, adopted Oct. 2, 2017, repealed the former § 30-401 and enacted a new section as set out herein. The former § 30-401 pertained to similar subject matter and derived from Ord. No. 4109, art. 2, adopted March 1, 2010.

ARTICLE IV. - BILLBOARDS

Sec. 25-401. - Billboards.

Billboards shall be erected only upon approval of a special use permit, as set out in chapter 30, section 30-401. In addition to the requirements of section 30-401, the following regulations apply to the erection of billboards:

(a) Billboards shall be allowed only in the C-2, PD, M-1 and M-2 zoning districts.

(b) Billboards shall be allowed only on parcels of land bordering the following streets:

(1) Interstate 55.

(2) William Street (Route K), west of Kingshighway.

(3) Missouri Route 74, west of Kingshighway.

(4) Kingshighway from Boulder Crest Drive south to Interstate 55.

(c) No billboard shall be placed within fourteen hundred (1,400) feet of another billboard. This paragraph shall not apply to billboards which are located on opposite sides of the street to which the billboard is oriented.

(d) No billboard shall be placed within thirty (30) feet of a street right-of-way.

(e) No billboard shall be placed within one hundred (100) feet of a property line of a property which is used for residential purposes.

(f) For purposes of placing billboards, a V-shaped billboard or a back-to-back type of billboard shall be considered one (1) billboard. Sign faces of less than one hundred fifty (150) square feet may be placed between billboard faces at the apex of the "V" or across the rear of the "V," but no such sign shall be oriented toward a street upon which billboards are not allowed. The angle of all sign faces shall be oriented so that they are between seventy-five (75) degrees and ninety (90) degrees to the street on which the billboard is permitted.

(g) No billboard shall be located in such a manner as to obscure an official traffic sign, signal or device, or obstruct a driver's view of approaching or intersection traffic.

(h) The maximum area of a billboard sign face shall be three hundred (300) square feet. The maximum length of a billboard sign face shall be thirty (30) feet. The maximum total sign face area of a billboard shall be six hundred (600) square feet.

(i) There shall be a minimum clearance of ten (10) feet from grade of the street to which the billboard is oriented to the bottom of a billboard sign face. There shall be a maximum height of thirty (30) feet from grade of the street to which the billboard is oriented to the top of a billboard sign face.

(j) Audio speakers are prohibited in association with any billboard.

(k) Electronic, video or digital billboard images or any portion thereof shall have a minimum duration of at least eight (8) seconds and shall be a static display. No portion of the image may flash, scroll, twirl, change color, or in any manner imitate movement.

(l) Billboards may be illuminated, subject to the following instructions:

(1) No revolving or rotating beam or beacon of light shall be permitted as part of any billboard. Flashing devices shall not be permitted upon a billboard. However, changeable copy signs, such as those used for time and temperature displays, shall be permitted, but shall not be permitted to operate in a flashing or scrolling manner.

(2) External lighting, such as flood lights, thin line and gooseneck reflectors, are permitted, provided the light source is directed on the face of the billboard and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the street.

(3) The illumination of any billboard within one hundred (100) feet of a property line which is used for residential purposes shall be diffused or indirect in design to prevent direct rays of light from shining into adjoining residential districts.

(4) Electronic, video or digital billboard images shall be equipped with automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night. The maximum luminance produced by electronic, video or digital billboard images shall not exceed three-tenths (0.3) footcandle greater than the ambient light level.

(m) The following billboards shall not be permitted to remain or to be erected:

(1) Billboards which have been erected without a building permit.

(2) Billboards that employ any stereopticon or motion picture projection, or any portion of which gives the illumination of motion. This includes any electronic graphic signs or video displays, but does not include signs that contain changeable copy, such as time and temperature.

(3) Billboards which are not clean, not in good repair, not structurally sound, or obsolete (billboards shall not be considered obsolete solely because they temporarily do not carry an advertising message).

(4) Billboards which appear to attempt to regulate, warn, or direct the movement of traffic or which interfere with, imitate, or resemble any official traffic sign, signal or device.

(5) Billboards which are erected or maintained upon trees or painted or drawn upon rocks or other natural features.

(6) Billboards which are nonconforming and damaged or destroyed to an extent of more than sixty (60) percent of the replacement cost.

(7) Billboards that prevent ingress or egress from any doors, windows, or fire escapes.

(8) Billboards that are attached to a standpipe or fire escape.

(Ord. No. 4178, art. 1, 12-6-10)

Secs. 25-402—25-500. - Reserved.

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-224**
Agenda:	10/16/2019		

SUBJECT

An Ordinance approving the Record Plat of A Resubdivision of Lot 2 of a Minor Subdivision of Lot B of Cape West Crossings - Phase II Amended.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision in the Cape West Crossings development.

BACKGROUND/DISCUSSION

A record plat has been submitted for A Resubdivision of Lot 2 of A Minor Subdivision of Lot B of Cape West Crossings – Phase II Amended, located south of Bloomfield Road between Interstate 55 and South Mount Auburn Road. The subdivision is zoned C-2 (Highway Commercial District). The plat subdivides a single lot into two lots. As part of the plat, the developer is requesting that the City release certain existing easements which will no longer be needed due to the relocation of the sanitary sewer main.

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 March 14, 2018 meeting, recommended approval of the record plat with a vote of 8 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record_Plat_Cape_West_Crossing_Phase_II_amended.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Resub Lot 2 of Sub of Lot B Cape West Crossings Ph II Amended - Staff RRA Form
Map_-_A_Resubd.pdf	Resub Lot 2 of Sub of Lot B Cape West Crossings Ph II Amended - Map
Application_-_Cape_West_Crossings_Resub._of_Minor_Sub._of_Lot_B.pdf	Resub Lot 2 of Sub of Lot B Cape West Crossings Ph II Amended - Application
NO15e.pdf	Resub Lot 2 of Sub of Lot B Cape West Crossings Ph II Amended - Record Plat

BILL NO. 19-156 ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF A RESUBDIVISION OF LOT 2 OF A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS - PHASE II AMENDED

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

ARTICLE 1. The record plat of A Resubdivision of Lot 2 of A Minor Subdivision of Lot B of Cape West Crossings - Phase II Amended, being all of Lot 2 of A Minor Subdivision of Lot B of Cape West Crossings - Phase II Amended, a subdivision on file in the land records of Cape Girardeau County in Document Number 2017-05952, City and County of Cape Girardeau, State of Missouri, submitted by Mayson Investments, LLC, and CWC-RE Holdings, LLC, bearing the certification of Christopher L. Koehler, a Registered Land Surveyor, dated the 18th day of September, 2019, 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 _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action - Subdivision Application

FILE: **A Resubd. Of Lot 2 of a Minor Subd. Of Lot B of Cape West Crossings - Phase II Amended**

LOCATION: Cape West Crossings

STAFF REVIEW & COMMENTS:

A record plat has been submitted to subdivide a parcel into two (2) lots on Cape West Crossings. SEE STAFF REPORT FOR MORE DETAILS.

By SEL. — City Planner

3/5/18 — Date

W. ERIC CUNNINGHAM — City Attorney

MARCH 5, 2018 — Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager

3-5-18 — Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	☐	☐	☐	Scott McClanahan	☑	☐	☐
Larry Dowdy	☑	☐	☐	Bruce Skinner	☑	☐	☐
Jeff Glenn	☑	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☑	☐	☐				

VOTE COUNT: 8 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ **Effective Date:** _____

A Resubd. of Lot 2 of A Minor Subd. of Lot B of Cape West Crossings - Phase II Amended

SUBDIVISION PLAT APPLICATION

CITY *of* CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Name of Subdivision A Resub. Of A Minor Sub. Of Lt B of Cape W. Crossing-P2A		**Type of Plat: Preliminary, Record, or Boundary Adjustment** Record Plat	
Applicant Mayson Investments, LLC		**Property Owner of Record** *(if other than Applicant)* Mayson Investments, LLC	
Mailing Address 1610 N. Kingshighway, Suite 301	City, State, Zip Cape Girardeau, MO 63701	Mailing Address	City, State, Zip
Telephone (573) 450-2285	Email Jeff.Maurer@MaysonCapital.com	Telephone	Email
Contact Person *(If Applicant is a Business or Organization)* Jeff Maurer		*(Attach additional owners information, if necessary)*	
Professional Engineer/Surveyor *(if other than Applicant)* Chris Koehler		**Developer** *(if other than Applicant)* Same as Applicant	
Mailing Address 194 Coker Lane	City, State, Zip Cape Girardeau, 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)

Single-Family or Two-Family Residential: $20.00 per lot ($100.00 minimum)
Multi-Family Residential: $20.00 per dwelling unit ($100.00 minimum)
Non-Residential : $20.00 per acre ($100.00 minimum)

✓ Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	$44.00	$24.00
24" x 36"	$69.00	$29.00

(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)

✓ Two (2) full size prints of the plat

✓ Digital file of the plat in .pdf format (can be emailed)

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. I acknowledge that plats for subdivisions involving public improvements will be held from City Council review until the improvements are completed and ready for acceptance by the City, or an escrow agreement for the improvements is executed. I further acknowledge that plats for subdivisions involving common land and/or elements require the submission of covenants and a deed ensuring the perpetual maintenance and supervision of the common land and/or elements by trustees prior to recording of the record plat.

Jeffrey J Maurer — Jeffrey J Maurer

Applicant Signature and Printed Name

02-20-2018

Date

OFFICE USE ONLY

Date Received & By 2/21/18 CP MUNIS Application No. 7387

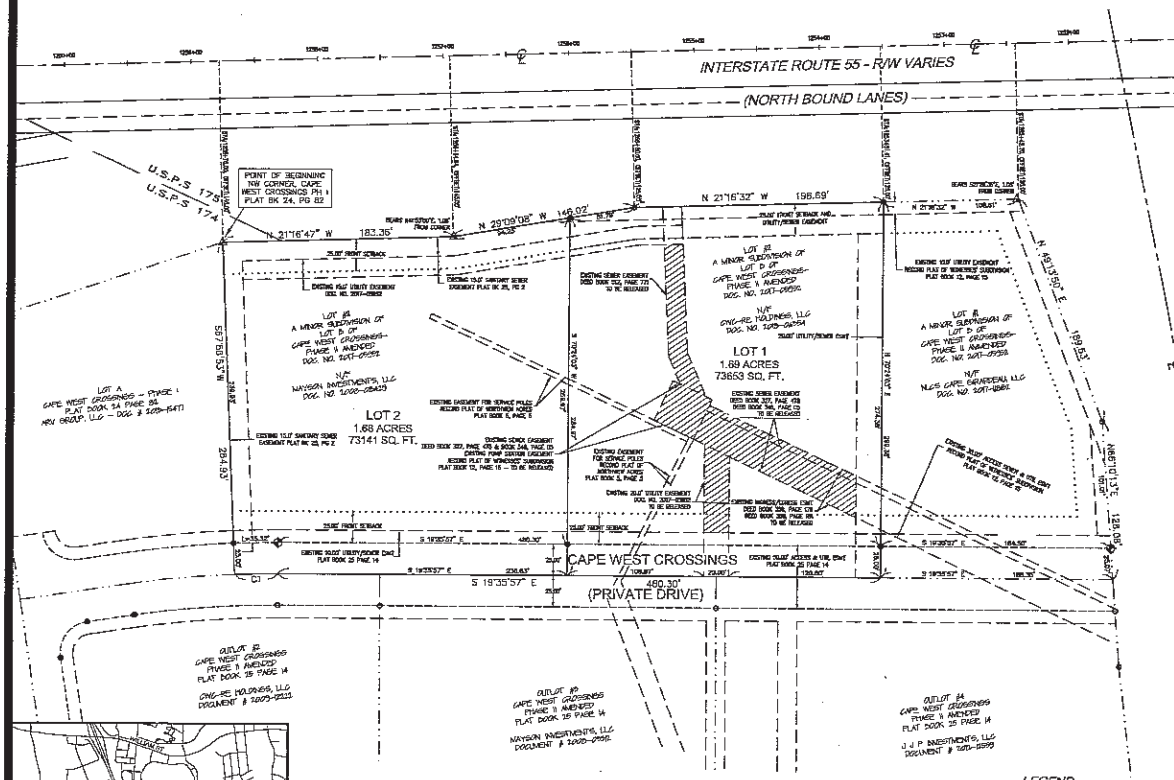
Planning & Zoning Commission Recommendation _____ Date _____

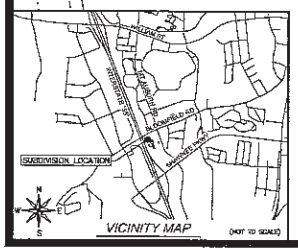
City Council Final Action _____ Date _____

RECORD PLAT
OF
A RESUBDIVISION OF LOT 2 OF A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS - PHASE II AMENDED

ALL OF LOT 2 OF A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS - PHASE II AMENDED, DOCUMENT NUMBER 2017-05952,
CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

NORTH FROM MISSOURI STATE PLANE COORDINATE SYSTEM





CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING DIRECTION	CHORD
C1	34.20'	950.00'	S26°49'24" E	34.20'

LEGEND

- FOUND METAL RIGHT OF WAY MARKER
- SET 1/2" IRON ROD
- FOUND 1/2" IRON ROD
- FOUND IRON ROD WITH ALUMINUM CAP
- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- ADJOINING PROPERTY/LOT LINE
- ACCESS AND UTILITY EASEMENT
- UTILITY/SEWER EASEMENT
- BUILDING SETBACK LINE
- NEW LOT LINE

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

NOTES

LOT NOTES

NO. OF LOTS = 2
LARGEST LOT SIZE : 73653 SQ. FT. (1.690 ACRES)
SMALLEST LOT SIZE : 73141 SQ. FT. (1.680 ACRES)
LOTS GO TO CENTERLINE OF CAPE WEST CROSSINGS SHOWN HEREON SET 1/2" IRON RODS AT CORNERS AS SHOWN HEREON

ZONING REQUIREMENTS

ZONING: C2, HIGHWAY COMMERCIAL DISTRICT

MINIMUM SETBACKS:

FRONT YARD: TWENTY-FIVE (25) FEET.

REAR YARD: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT.

SIDE YARD: NONE, EXCEPT TWENTY (20) FEET WHEN ADJACENT TO A RESIDENTIAL USE OR DISTRICT, OR TEN (10) FEET WHEN ADJACENT TO AN AGRICULTURAL USE OR DISTRICT.

MINIMUM OPEN SPACE:
FIFTEEN (15) PERCENT OF THE LOT AREA.

MAXIMUM HEIGHT:
SIXTY (60) FEET, NOT TO EXCEED FIVE (5) STORIES.

MINIMUM LOT AREA: NONE.

MINIMUM LOT WIDTH: NONE.

PLAT BOOK REFERENCES

WEINESSEY SUBDIVISION -- PLAT BOOK 13, PAGE 15
NORTHVIEW ACRES -- PLAT BOOK 3, PAGE 5
CAPE WEST CROSSINGS PHASE I -- PLAT BOOK 24, PAGE 82
CAPE WEST CROSSINGS PHASE II AMENDED -- PLAT BOOK 25, PAGE 2
CAPE WEST CROSSINGS PHASE II AMENDED -- PLAT BOOK 25, PAGE 14
A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS -- PHASE II AMENDED DOC. NO. 2017-05952

PLAT PREPARED BY AND LAND SURVEYING AND ENGINEERING SERVICES PROVIDED BY
KOEHLER ENGINEERING:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE
CAPE GIRARDEAU, MO 63701
(573) 334-3028

DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
JEFFREY A MAURER
1818 NORTH KINGSHIGHWAY, SUITE 301
CAPE GIRARDEAU, MO 63701

RECORD OWNER

PARCEL NUMBER:
20-314-00-05-004.00

MAYSON INVESTMENTS, LLC
DOCUMENT # 2005-05429

CWC-RE HOLDINGS, LLC
DOCUMENT # 2015-05354

FLOODPLAIN NOTE

NO PORTION OF THE PROPOSED SUBDIVISION FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NO. 29031C0261K WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

ACCESS DRIVE NOTES

1. REFER TO DEED DOCUMENT NUMBER 2008-13803 FOR INFORMATION REGARDING THE THE ACCESS DRIVE.

SUBDIVISION DEDICATION

MAYSON INVESTMENTS, LLC AND CWC-RE HOLDINGS, LLC, OWNERS IN FEE OF ALL OF LOT 2 OF A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS -- PHASE II AMENDED, A SUBDIVISION ON FILE IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY IN DOCUMENT NUMBER: 2017-05952, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DO HEREBY DECLARE THAT WE HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN AND DESIGNATED HEREON, AND DO HEREBY NAME SAID SUBDIVISION "A RESUBDIVISION OF LOT 2 OF A MINOR SUBDIVISION OF LOT B OF CAPE WEST CROSSINGS -- PHASE II AMENDED", AND DO HEREBY ESTABLISH PERMANENT EASEMENTS AS SHOWN HEREON. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI AS PROPERTY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS. THE SUBDIVISION IS SUBJECT TO RESTRICTIONS AS SET FORTH IN A SEPARATE INSTRUMENT, FILED IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT NUMBER 2008-14388.

JEFFREY J. MAURER, MANAGER
MAYSON INVESTMENTS, LLC
CWC-RE HOLDINGS, LLC

STATE OF MISSOURI)
) SS
COUNTY OF CAPE GIRARDEAU)

ON THIS _____ DAY OF _____, A.D. 20___ BEFORE ME A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEFFREY J. MAURER, MANAGER OF MAYSON INVESTMENTS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND MANAGER OF CWC-RE HOLDINGS, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WHO IS DULY AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LLCS.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL.

THIS _____ DAY OF _____, A.D. 20___.

MY TERM EXPIRES _____.

NOTARY PUBLIC

I HEREBY RELEASE THE EXISTING PUBLIC EASEMENTS AS SHOWN ON THIS PLAT.

SCOTT A. MEYER, CITY MANAGER
CITY OF CAPE GIRARDEAU, MISSOURI

STATE OF MISSOURI)
) SS
COUNTY OF CAPE GIRARDEAU)

ON THIS _____ DAY OF _____, A.D. 20___ BEFORE ME A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SCOTT A. MEYER, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE CITY MANAGER OF THE CITY OF CAPE GIRARDEAU, MISSOURI, A MUNICIPAL CORPORATION, AND THAT HE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT ON BEHALF OF SAID CITY, AND THAT HE EXECUTED SAID INSTRUMENT AS THE FREE ACT AND DEED OF SAID CITY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL.

THIS _____ DAY OF _____, A.D. 20___.

MY TERM EXPIRES _____.

NOTARY PUBLIC

I, _____, CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF CAPE GIRARDEAU, MISSOURI, BY ORDINANCE NO. _____.

PASSED AND APPROVED THIS _____ DAY OF _____, A.D. 20___.

CITY CLERK OF CAPE GIRARDEAU, MISSOURI

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT NO. _____, AT JACKSON, MISSOURI, ON THE ____ DAY OF _____, A.D. 20___.

JACKIE DANG BLATTNER
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

KOEHLER
Professional Engineers & Land Surveyors
194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3028 Fax: (573) 335 - 3049

DRAWN BY:	ALEX REASBOURG	REV	DATE	DESCRIPTION	INITIALS
CHECKED BY:	RYAN ROTH		3/8/18	ADDRESS CITY COMMENTS	AR
SURVEYED:	JANUARY 2017		3/13/18	ADDRESS CITY COMMENTS	AR
DRAWING DATE:	FEBRUARY 15, 2018		10/11/18	UPDATED OWNERS	AR
DRAWING NO:	3803S		10/18/18	ADDRESS CITY COMMENTS	AR

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-225**
Agenda:	10/16/2019		

SUBJECT

An Ordinance authorizing the issuance of a Special Tax Bill for property located at 1418 North Spanish Street, for the demolition of a dangerous building and for the abatement of a nuisance under the provisions of Chapter 7 and Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached ordinance authorizes the issuance of a special tax bill to recover costs incurred by the City in demolishing a condemned structure and abating a nuisance.

BACKGROUND/DISCUSSION

A structure at 1418 North Spanish Street was condemned on July 13, 2018. The City sent a letter to the property owner notifying her of the condemnation and her responsibilities under Chapter 7, Article VII of the City's Code of Ordinances. After the owner failed to respond by the deadline, the City held a public hearing, and the Building Supervisor issued an order to demolish the structure by October 22, 2018. The owner failed to comply with the order. As provided for in the Code, the City hired a contractor to demolish the structure at a cost of $5,734.00. The Building Supervisor's order to issue a special tax bill and the contractor's invoice are attached. In addition to the demolition of the condemned structure, the City incurred $1,309.49 in costs in abating a nuisance by the removal of weeds and trash under the provisions of Chapter 13 of the City's Code of Ordinances. The attached special tax bill has been prepared to recover the costs incurred by the City in demolishing the condemned structure and abating the nuisance ($7,043.49 total).

FINANCIAL IMPACT

The special tax bill will bear an interest rate of eight percent (8%) annually on the outstanding balance until it is paid in full.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance authorizing the issuance of the special tax bill.

ATTACHMENTS:

Name:	Description:
Tax_Bill_Ord-_1418_North_Spanish_Street.doc	Ordinance
Tax_Bill_1418_North_spanish_(Rear).pdf	1418 North Spanish Street - Building Supervisor's Order and Contractor's Invoice

BILL NO. 19-157 ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SPECIAL TAX BILL FOR PROPERTY LOCATED AT 1418 NORTH SPANISH STREET, FOR THE DEMOLITION OF A DANGEROUS BUILDING AND FOR THE ABATEMENT OF A NUISANCE UNDER THE PROVISIONS OF CHAPTER 7 AND CHAPTER 13 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, the Building Supervisor of the City of Cape Girardeau, Missouri, issued an Order causing a certain dangerous building located at 1418 North Spanish Street to be demolished; and

WHEREAS, the City of Cape Girardeau, Missouri did cause said building to be demolished in accordance with the Order, thereby incurring certain expenses; and

WHEREAS, the Abatement Hearing Officer of the City of Cape Girardeau, Missouri, issued an Order causing a certain nuisance located at 1418 North Spanish Street to be abated; and

WHEREAS, the City of Cape Girardeau, Missouri did cause said nuisance to be abated in accordance with the Order, thereby incurring certain expenses; and

WHEREAS, Chapter 7 and Chapter 13 of the Code of Ordinances of the City of Cape Girardeau, Missouri authorize the issuance of a special tax bill to recover said expenses.

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

ARTICLE 1. There is hereby levied, and the City Clerk is hereby authorized and ordered to place on file, the following Special Tax Bill issued in accordance with the Orders of the Building Supervisor and the Abatement Hearing Officer, which shall be a lien against the following described property in accordance with law, in the following amount, until paid or collected by the City of Cape Girardeau, Missouri:

$7,043.49 – 1418 North Spanish Street

All of Lot Nine (9) in Block Ten (10) of Red Star Addition to the City of Cape Girardeau, Missouri, described by the following metes and bounds, to wit:

Commence at a point on the east line of Spanish Street 400 feet South from the northwest corner of said Block 10

of Red Star Addition to said City, said point being the northwest corner of Lot 9 in Block 10 of Red Star Addition as will more fully appear by reference to recorded plat of said Addition of record in the Recorder's Office at Jackson, Missouri, in Plat Book 2 at Page 45; thence run East parallel with Johnson Street 143.66 feet to an alley; thence South along the west line of said alley 64 feet to the northeast corner of Lot 2 in Block 6 of Roberson and Gale Subdivision of a part of Out Lot 69 as will more fully appear by reference to the recorded plat of said Addition of record in the Recorder's Office at Jackson, Missouri, in Plat Book 2 at Page 20; thence West parallel with Johnson Street 143.66 feet to Spanish Street thence North along the east line of Spanish Street 64 feet to the point of beginning.

ARTICLE 2. Said Special Tax Bill shall bear an interest rate of eight per cent (8%) per annum.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

ORDER OF BUILDING SUPERVISOR

CAUSING TAX BILLS TO BE ISSUED AGAINST PROPERTY

COMES now the Building Supervisor of the City of Cape Girardeau, Missouri, this 23rd day of September, 2019, and hereby finds the following:

1. That the building on the property described as follows:

   1418 North Spanish Street, Cape Girardeau, MO
   Lot 9, Block 10 of Red Star Addition

has been demolished in accordance with the Order of the Building Supervisor dated the 22nd day of October, 2018.

2. That the costs incurred in the demolition of this building were five thousand seven hundred thirty-four dollars ($5,734.00), a true and accurate copy of which are attached hereto and marked "Exhibit A".

WHEREFORE, the Building Supervisor enters an order directing the City Clerk of the City of Cape Girardeau, Missouri, to issue tax bills against the heretofore described property in the amount of five thousand seven hundred thirty-four dollars ($5,734.00), for the costs incurred in said demolition.

Stephen Southard
Building Supervisor

Steve's Hauling & Excavating
789 County Road 416
Oak Ridge , MO 63769
573-579-6612

EXHIBIT A

BILL TO:
City Of Cape Girardeau Demolition for 1418 N. Spanish Cape Girardeau, MO.

DATE
9/19/19

PO # 200392.

Date	DESCRIPTION		Total
9/16/19	Demolition of house at 1418 N. Spanish		5,734.00
	Total Due		$5,734.00
	Thanks for Your Business		
Delinquent balance subject to a late charge of 1 1/2% per month or 18% per annum. Attorney fees, if any, are additional and will be added.			

Staff:	Bruce W. Loy, Airport Manager	**AGENDA REPORT** Cape Girardeau City Council	**19-226**
Agenda:	10/16/2019		

SUBJECT

A Resolution to approve and execute the attached consultant agreement to complete a Terminal Air Master Plan Update and Master Drainage Study at the Cape Girardeau Regional Airport, Project No. 19-077A-1

EXECUTIVE SUMMARY

The attached Aviation Project Consultant Agreement with Crawford, Murphy & Tilly, Inc. is an agreement for $423,060 to complete a Terminal Area Master Plan (TAMP) and for $49,430 to complete an Airport Drainage Study (ADS). The TAMP is scheduled to be funded by a Missouri State Block Grant Agreement for $404,044 and requires a local match of $21,266. The total cost of the TAMP, which includes $2,250 for an Independent Fee Estimate (IFE), is $425,310. Initially, the TAMP Scope of Work included an Airport Drainage Study (ADS), however, the Federal Aviation Administration (FAA) stated that such a study is not eligible for funding under this study unless the City would provide an entire new Airport Master Plan Update, which is much more expensive and not a necessity at this time. As a result, the ADS will need to be funded 100% with City funds of $49,430.

The TAMP is required in order to proceed with plans to purchase new airport property, build a new airport terminal, construct and relocate a new Air Traffic Control Tower, and various other land side facilities. The TAMP will research all of our current facility inventory, assess the need for new facilities and consider alternatives for various facility locations, infrastructure, expense, and various pros and cons of each. The main focus for the TAMP will be on the passenger terminal, Air Traffic Control Tower, additional land acquisition, and general aviation facility improvements.

Local funding for these facilities is possible due to the recent voter approval for an extension of the City of Cape Girardeau's Capital Improvement Tax. The TAMP is necessary, however, in order for these proposed projects to be considered for additional funding from MoDOT and the FAA.

The Airport Drainage Study, at a cost of $49,430, can be completed under a separate consultant agreement utilizing 100% local City funds.

These projects are expected to take up to 365 days to complete.

BACKGROUND/DISCUSSION

On August 6, 2019, Cape Girardeau, Missouri voters approved an extension of the City's Capital Improvement Tax (CIT) for an additional fifteen (15) years. While the emphasis of

the CIT is for water quality and street improvements, the CIT also included funding projects for relocating City Hall and Airport improvements, more specifically, land acquisition, a new passenger terminal, and a new Air Traffic Control Tower.

The passenger terminal was remodeled in 1992 and is now in need of a number of structural and cosmetic improvements. With the introduction of regional jet service to Chicago O'Hare airport in December of 2017, the terminal interior had to be remodeled in order to provide a larger passenger screening area and secured passenger holding area. With the success of this new service, we are rapidly running out of room and have a major need for terminal changes and updates. It was concluded that a new terminal made more financial sense. Additionally, the Air Traffic Control Tower has structural damage from aged red iron and is also located where the controllers cannot see aircraft in blind spots caused by hangars that have been built over the past twenty years. Obviously, these problems resulted in the need to build a new tower at a new location.

As a result of these needs and our plans to build these new facilities, MoDOT and the FAA have required the City to complete a Terminal Area Master Plan Update (TAMP), which will include an updated Airport Layout Plan (ALP).

Although the plan is called a "terminal area plan", it will be a review of our current facilities and provide a needs analysis of all our land side facility requirements and alternatives, with associated costs. The cost for this project will be $425,310. The TAMP project will be funded by a 95% MoDOT State Block Grant for $404,044, with the 5% City match of $21,266.

Because the airport has a history of drainage issues, particularly on the South side of the airfield, we had hoped to include a Airport Drainage Study (ADS) as a part of the scope of work to be included in this TAMP. Unfortunately, the Federal Aviation Administration (FAA) has determined the drainage study is ineligible for funding, unless we want to do a full Airport Master Plan update, which we feel is unnecessary and very expensive. Therefore, the $49,430 cost to complete the ADS will be 100% the expense of the City. This drainage project is included in the attached consultant agreement.

FINANCIAL IMPACT

The immediate financial impact to the City for this project will be $21,266, as outlined below:

	TOTAL	MoDOT	City
TAMP and ALP	$423,060		
Independent Fee Est.	2,250		
	$425,310	$404,044	$ 21,266
Airport Drainage Study	$ 49,430	$ 0	$ 49,430
	$474,740	$404,044	**$ 70,696**

STAFF RECOMMENDATION

It is recommended that the City Council approve a Resolution allowing the City Manager to execute the attached Aviation Project Consultant Agreement with Crawford, Murphy & Tilly, Inc. in the amount of $423,060 for the Terminal Area Master Plan and $49,430 for an Airport Drainage Study, Project No. 19-077A-1, at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
Agreement_CMT__Airport.doc	Resolution
CGI_TAMP_+_CMT_Drainage_Consultant_Agreement_2019.pdf	CMT TAMP and Drainage Study Agreement 2019

BILL NO. 19-159 RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AVIATION CONSULTANT AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC., FOR A TERMINAL MASTER PLAN AND AN AIRPORT DRAINAGE STUDY, AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Crawford, Murphy & Tilly, Inc., for a Terminal Area Master Plan, and an Airport Drainage Study, Project No. 19-077A-1, at the Cape Girardeau Regional Airport. 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 therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

Airport Name: Cape Girardeau Regional Airport
Project No.: 19-077A-1
County: Scott

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Cape Girardeau, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Cape Girardeau Regional Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Cape Girardeau Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal

laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor’s activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services

performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination

of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by

actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TOTAL DBE PARTICIPATION					

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Volaire Aviation Consulting	8500 E 116th St, Suite 728 Fishers, IN 46038	Air Service – Demand Projections	$24,000.00
CBTXaviation	380 Ramsey Lane Merritt Island, FL 32952	Air Traffic Control Tower Siting & Technology	$7,500.00
TBD	TBD	Title Research for Exhibit A Property Map	$5,250.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of

the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$423,060.00 (Terminal Area Master Plan) and $49,430.00 (Airport Drainage Study – Subject to Separate NTP by Sponsor),** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than

30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one- and one-half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach,

and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in

accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with AutoCAD (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for

maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To

ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:
1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed

circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor

has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the

requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor

and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA, MoDOT or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection

Agency and the FAA.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Scott County, Missouri. The parties agree that this Agreement is entered into at Cape Girardeau, Missouri and substantial elements of its performance will take place or be delivered at Cape Girardeau, Missouri, by reason of which the Consultant consents to venue of any action against it in Scott County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Bruce Loy – Airport Manager		
SPONSOR'S NAME	City of Cape Girardeau, Missouri		
SPONSOR'S ADDRESS	401 Independence Street Cape Girardeau, MO 63702		
PHONE	(573) 334-6230	FAX	(573) 334-4990
E-MAIL ADDRESS	BLoy@cityofcapegirardeau.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Douglas R. Gregory		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	2750 West Washington Street Springfield, IL 62702		
PHONE	(217) 572-1119	FAX	(217) 787-4183
E-MAIL ADDRESS	dgregory@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement 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 the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

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

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:
Crawford, Murphy & Tilly, Inc.

By: _____
Signature

Title: Vice President & Director of Aviation

ATTEST:

By: _____
Signature

Title: _____

Sponsor:
City of Cape Girardeau, Missouri

By: _____
Signature

Title:

ATTEST:

By: _____
Signature

Title: _____

EXHIBIT I

PROJECT DESCRIPTION

The last Master Plan Update at Cape Girardeau (CGI) was completed in the early 2000's. Since then, the airport has seen significant changes in commercial passenger service including the introduction of service on regional jets (50-seat aircraft). In 2018, passenger enplanements reached just over 9,000 which represents a 45% increase over 2017!

To aid in addressing passenger growth and to ensure CGI is positioned to secure funding for development, a Terminal Area TAMP (TAMP) is being implemented to set the "plan" for facility requirements going forward. The current vision for the airport is to develop a new passenger terminal to accommodate the growth of air service and to enhance the customers experience utilizing CGI.

The TAMP will determine demand/capacity requirements for the passenger terminal and recommend development alternatives to accommodate the expected capacity shortfalls in the terminal and surrounding environment. The TAMP will define a phased plan for accommodating passenger growth at all aspects of the airport, but most specifically in and around the passenger terminal. This will define a development plan that can be reflected in the Airport's Capital Improvement Program (CIP). As part of the approval process, an update to Airport the Airport Layout Plan (ALP) will be completed (focused on the sheets affected by the proposed terminal development program) including revisions necessary to meet FAA SOP 2.0 requirements. It should be noted that new obstruction data will be not be collected as part of this study as changes to safety critical features is not anticipated. In addition, following review of existing files on record with MoDOT, an update to the Exhibit "A" Property map has been added to this scope of services which will be completed to FAA's SOP 3.0 checklist.

The project will be accomplished in accordance with FAA Advisory Circulars (AC) 150/5070- 6B Change 2 (Airport Master Plans), AC 150/5300-13A Change 1 (Airport Design), ARP SOP 2.0 (Standard Procedure for FAA review and Approval of Airport Layout Plans).

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the planning services enumerated as attached herein.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

Scope of Work
Terminal Area Master Plan (TAMP)

Cape Girardeau Regional Airport

SEPTEMBER 18, 2019

Prepared by

Crawford, Murphy, & Tilly, Inc.

Overview

Terminal Area Master Plan (TAMP)

The last Master Plan Update at Cape Girardeau (CGI) was completed in the early 2000's. Since then, the airport has seen significant changes in commercial passenger service including the introduction of service on regional jets (50-seat aircraft). In 2018, passenger enplanements reached just over 9,000 which represents a 45% increase over 2017!

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TASK 1

PROJECT FORMULATION

1.1 Project Scope Preparation

A scope of services will be prepared describing each item of work required for completion of the TAMP including the Airport Layout Plan (ALP) update based on guidance provided by the Sponsor, MoDOT, and in accordance with appropriate and most current FAA Advisory Circulars. A meeting will be conducted with the Sponsor to discuss the overall objectives of the TAMP and review a preliminary outline of services for the project. Each task within the scope of services will be evaluated to determine the appropriate level of man-hours and personnel classifications to complete each individual task. Estimates will also be prepared for direct expenses such as travel, subsistence, materials, printing and

any other necessary cost related to the project. This task includes efforts necessary to mobilize the project including the development and execution of necessary consultant and Subconsultant agreements.

1.2 Quality Assurance Plan

Following a Notice to Proceed from the sponsor, a Quality Assurance Plan will be developed that will act as the program guidance for the Consultant's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's planning process, provide quality services, and facilitate client satisfaction. The QAP includes a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

1.3 Kickoff Meeting (Scope Definition) & Guiding Principles

A Kickoff Meeting will occur with Airport Staff, state/federal agencies, and project stakeholders as appropriate to define key study elements, review general study requirements, identify schedule milestones, and review individual project team responsibilities. The dialog and information discussed during this kickoff meeting will be integrated into the Scope of Services.

In addition, during the kickoff meeting, the consultant team will work with CGI leadership to establish guiding principles for the TAMP. Recognizing there are several directions the planning initiative may assess; it is important to establish "bookends" to ensure effective management of the study.

TASK 2

Inventory

2.1 Airport/Airfield

Recognizing this planning study is focused on the terminal area, a tiered inventory effort will be conducted to establish baseline conditions of various airport assets. This process allows the consultant team to identify existing infrastructure that requires further vetting through the planning process. The inventory will involve collection and examination of plans, documents and on-site collection of airport facilities data as appropriate. Effort necessary to complete this task is based upon using available data and site visits. These facilities and features will include:

- General Assessment and/or Documentation:
  - Airside Facilities (Runways, taxiways, apron areas and airspace)
  - Navigational Aids/Lighting
  - Airspace Structure and Approach Capabilities
  - Regional Setting and Land Uses
  - Socioeconomic & Demographics (supports demand forecasting)

- Detailed Assessment and Documentation
  - General Aviation (GA) Hangars and Supporting Infrastructure
  - Airport Support Facilities (Aircraft Rescue & Firefighting - ARFF, Fuel Farm, Snow Removal Equipment -SRE, Maintenance Center, etc.)
  - Topography & Drainage
  - Access and Circulation
  - Passenger Terminal Complex (see Task 2.2)

2.2 Terminal Area

A detailed inventory of the terminal area will be conducted to build the "baseline" assessment of facilities including review of record drawings if available:

- Terminal Building (uses, sizes, interdependencies, unique requirements, equipment, etc.)
  - Holdrooms
  - Security Checkpoint and associated Queuing Area
  - Offices (TSA, Airport Administration, Public Safety, Operations, Etc.)
  - Gate Configurations
  - Ticketing/Check-In
  - Baggage Claim
  - Baggage Screening
  - Outbound/Inbound Baggage Makeup
- Landside (access, curbfront, circulation, parking, queuing, pedestrian corridors, wayfinding, etc.)
- Airside (parking, access, equipment, etc.)

The inventory process will include limited condition assessments of core terminal building systems to identify any major upgrades or replacements which should be integrated into the overall terminal development program.

2.3 Utilities

A limited inventory of existing utilities will be conducted including interviews of maintenance staff as part of the TAMP to support the overall planning and decision-making process. This data will be used to aid the development of the terminal implementation program. Utilities to be considered include storm sewer, gas, electrical, telecommunications, water, and sanitary. It is anticipated utility information will be available via record drawings or electronic files maintained by the City (AutoCAD/GIS). No field investigation of utilities will be conducted as part of this scope element.

2.4 Land Use

Development of the land use portion of the Inventory Section will include collecting information on planned and proposed land uses, as well as on existing uses. Prior studies, plans, and agreements with implications for land use will be reviewed. Factors to be inventoried regarding land use will include access, site visibility, topography, adjacent development, infrastructure capacity (water, sewer, detention), regulatory requirements for storm water run-off, and inventorying net property interests.

2.5 Environmental

An environmental inventory will be completed using public data available:

- Wetlands & Floodplains
- Hazardous Waste
- Soils
- Biotic communities and endangered species
- Noise
- Archaeology

2.6 Interviews

During the development of the TAMP, it is important to identify the needs of airport tenants, users, and community representatives. This task will include an on-site visit by the project team for **up to two (2) days** to conduct the interview process (subject to number of interviews). Airport representatives will be present at all interviews. The project team will work with the Airport to identify the tenants/users to participate in the interview process.

2.7 Passenger Intercept Surveys and Terminal Observations

As part of the Inventory data gathering phase of the project, Passenger Intercept Surveys will be developed, and responses collected. They survey will be designed to collect information on passengers that will assist in the development of the demand forecast as well as the terminal facility requirements. This information may include but not be limited to:

- Passenger's home zip code
- Passenger's destination zip code
- Mode of transportation to/from the airport
- Vehicle parking characteristics
- Baggage characteristics
- Party size
- Reason for travel

The final design of the survey with regards to question content will be agreed upon with the Airport and with assistance of the air service development (ASD) consultant (Volaire) developing the passenger demand forecast. The format of the survey will be electronic to assists with the data capture and passengers will be asked to complete the survey on iPads while waiting for their flight. All surveys will be obtained and assisted by on-site planning staff members.

2.8 Inventory Working Paper

A working paper presenting the general findings of the inventory analysis will be developed for Airport and stakeholder review. The working paper will present narrative and graphical information in a consolidated format to enhance the review process while ensuring data completeness.

TASK 3

Demand Projections

The objectives of this task is to provide scenario-based forecasts of aviation demand to inform the TAMP recommendations and to obtain MoDOT/FAA approval of the forecast (as applicable) subject to whether or not an official update to the FAA Terminal Area Forecast (TAF) would be required. The forecasts will establish the current demand baseline (including air service) and will present scenarios (demand driven) which project a range of future activity.

3.1 Passenger/Commercial Service

- Conduct assessment of historical and current air service with the Airport & Volaire (current ASD consultant) to establish any anticipated or foreseeable changes to the service offerings at CGI, this assessment will also establish the relationship of passengers on an annual basis to peak month, peak month to average day, and peak hour
- Conduct up to two (2) teleconferences with the FAA/MoDOT to brief them regarding: forecast methodology; preliminary forecast results; final forecast results.
- Prepare a paired passenger flight schedule to represent the average day in the peak month of activity for 2019 (baseline) and prepare an estimate of 2019/2020 annual passenger activity.
- Prepare annualized passenger projections (enplanements and total)
- Prepare tabular projections for each year in the planning period identifying forecast derivatives including:
    - Peak Month
    - Design Day (arrivals, departures, total)
    - Rolling 60-minute Peak Hour (arrivals, departures, total)

- Prepare future paired passenger flight schedules to represent the average day in the peak month in future years: 2024; 2029; and 2039 for up to three (3) passenger demand scenarios. It is important to note that one scenario could consider service reductions to adequately "stress test" the overall facility requirements for a passenger terminal (including the financial implications).
- It is anticipated that an "official" change to the Airport's TAF may be required to elevate the priority of FAA/MoDOT engagement from a funding perspective associated with new infrastructure. FAA has established triggers within the forecasting process which requires coordination with headquarters. Note, the engagement of headquarters in the review of the passenger forecast will induce additional schedule challenges which will have to be actively managed by the consultant team.
- Given the unique nature of developing a new terminal, it is likely that coordination with the airlines/users serving CGI will be required to secure letters of support associated with the preferred terminal initiative.

3.2 Military

A general review of military activity will be conducted. If specific user outreach efforts are required, the consultant team will work with airport leadership to engage the appropriate representative(s).

3.3 Air Cargo

Conduct general assessment of cargo demand within the region including user outreach if appropriate and directed by airport leadership.

Establish up to two (2) scenarios to forecast air cargo demand if applicable (tonnage projections, fleet mix utilization, and operational levels).

3.4 General Aviation (GA)

Several methodologies and data sources will be utilized to develop a reasonable General Aviation GA forecast. Information collected during the tenant/user interview process will be utilized to adjust industry methodologies to reflect specific local demand considerations. The forecast effort will develop a range of GA demand anticipated throughout the planning period for both based aircraft and operations.

3.5 Prepare Forecast Working Paper

A standalone Forecast Working Paper (FWP) will be developed which can be provided to the reviewing agencies to initiate the approval process including a change to the FAA TAF if required. The FWP will including the following outline:

- Introduction & Overview of Air Service Region/History
- Economic Basis for Demand
- Historical Commercial Airline Traffic
- Key Factors Affecting Future Demand including Airline Network Strategies

- Tabular Demand Projections (2019 through 2039)
  - Passengers (Enplanements, Deplanements, Design Day)
  - Air Cargo (if applicable)
  - General Aviation
  - Aircraft Operations including Fleet Mix Utilization
- Comparison to the FAA Terminal Area Forecast

Prepare an aviation demand forecast briefing/presentation for stakeholder engagements including MoDOT/FAA regarding the forecast results, including the baseline and alternative scenarios of aviation demand.

Deliverables: the deliverables for Task 3 include:

- Forecast working paper to be submitted as draft and revised once per comments from the airport and MoDOT/FAA (as applicable)
- Forecast briefing presentation
- Excel file with historical and forecast aviation activity

TASK 4

Facility Requirements

Facility requirements for the terminal area will be developed based on the approved demand projections, as well as the Airport planning goals. Planning Activity Level's (PALs)/trigger points for core terminal area facilities will be used to better understand the timing of future improvements relative to activity growth.

4.1 Terminal Demand-Capacity Analysis

Objective(s): the objectives of this task to determine terminal development needs to accommodate demand over the 20-year planning period with an emphasis on short-term terminal requirements (next 10 years).

Methodology: as part of Task 4, the consultant will:

- Benchmark the CGI terminal area against other peer airports with similar enplanement levels and operations.
- Conduct field surveys (to be performed by CMT staff) to obtain relevant passenger characteristics including, but not limited to passenger arrival earliness distributions, split of passengers bypassing check-in desks, bags per passenger, etc.

- Prepare a set of future terminal requirements using spreadsheet models informed by International Air Transport Association (IATA) and Airport Cooperative Research Board (ACRP) guidance. All requirements developed will be to meet IATA Level of Service "Optimum" as an objective target where applicable. Requirements will be prepared for each of the future activity levels (2019, 2024, 2029, 2039) associated with future flight schedules. Requirements will include:
    - Aircraft parking positions;
    - Airline ticketing positions (kiosks, bag-drop, full-service counters);
    - Security screening checkpoint lanes;
    - Checked baggage screening devices;
    - Passenger hold rooms;
    - Baggage claim linear frontage/number of devices;
    - Concessions; and
    - Public circulation and restrooms.
- Prepare a set of future terminal curbside requirements using macroscopic curbside analysis tools and ACRP guidance. Requirements will be prepared for each of the future activity levels (2019, 2024, 2029, 2039) associated with future flight schedules. Requirements will include:
    - Length of curbsides required for forecast peak hour enplaning and deplaning passengers;
    - Number of standing, maneuver, and through lanes needed on the curbside roadways;
    - Location and number of crosswalks; and
    - Preliminary allocation of space required for private vehicles, courtesy vehicles, taxicabs, commercial vehicles, and ridesharing vehicles or Transportation Network Companies (TNC).
- Present terminal requirements to airport leadership in on-site meeting.

Deliverables: The deliverable for Task 4 is a program summarizing the terminal requirements, including a tabular summary of space and facilities requirements for key functional areas, and charts depicting passenger and baggage flows, and expected level of-service.

4.2 Ground Transportation Network

This task will include the development of facility requirements for the ground transportation network.

4.2.1 Vehicle Access Roadways

Data collected through the inventory effort will serve as the baseline for determining facility requirements associated with the ground transportation network (traffic counts, existing conditions – line of sight, queuing depths, etc.).

4.2.2 Vehicle Parking

Prepare a set of future terminal parking requirements for each of the future activity levels (2019, 2024, 2029, 2039) associated with future flight schedules and utilizing data obtained via passenger intercept surveys.

4.3 General Aviation (GA) Facilities

Prepare a set of future GA facility requirements for each of the activity levels (2019, 2024, 2029, 2039). In addition to overall facility needs for GA demand, a review of amenities will be presented for consideration which will be incorporated during the alternatives process. It is important to assess not just the physical type of facility or facilities, but also the level of appropriate amenities sought by the users (installed hangars, utilities, etc.)

4.4 Air Traffic Control Tower

It is understood that the existing Airport Traffic Control Tower (ATCT) is approaching functional obsolescence as well as experiences multiple line-of-sight issues throughout the airport. Because of this, the Consultant Team will perform an ATCT siting study as part of this task in order to provide the Airport with a planning recommendation on location and height of a new ATCT. This analysis will be limited to the consideration adjacent land-uses, proximity to ground access and utilities, ATCT cab elevation to ensure line-of-sight, and environmental factors such as direction of the sun in this siting study.

To assist in fully assessing options available for providing ATCT services, CMT will engage CBTX who is an industry leader in tower services, to assist the consultant team in determining the appropriate facility requirements. In addition, a review of the existing funding structure of providing ATCT services will be conducted along with an assessment of other options/strategies for CGI to consider in funding these services going forward.

4.5 Airport Support Facilities

It is anticipated that impacts to airport support facilities will result from recommendations made by other tasks in this Scope of Services. The objective of this task will be to examine those impacts and make recommendations on either mitigation or outright relocation of the facilities in question so as to accommodate the growth/expansion/relocation of the prime aviation functions. The support facilities included in this task are:

- Aircraft Rescue and Firefighting (ARFF)
- Snow Removal Equipment Storage and Airfield Maintenance
- Aircraft Fuel Farm & Storage (area of focus due to aging)
- Ground Service Equipment Maintenance and Storage

TASK 5

Alternatives Analysis

5.1 Terminal Alternatives Development and Evaluation

Objective(s): the objective of this task is to identify a recommended development plan which will form the basis of the implementation program for the terminal area.

Methodology: as part of Task 5, the consultant will:

- Generate concepts for each component of the terminal core, including aircraft ramp, terminal building, terminal curbside, and terminal parking. Individual functions will be coordinated as needed.
- Generate a series of not more than five (5) concepts for infrastructure development needs associated with GA facilities, Airport Support functions, Air Traffic Control Tower (ATCT) integration, and other development objectives as needed. It should be noted that a full tower siting study including engagement of FAA's technical tower team will not be conducted as part of this scope. However, ATCT line of sight to aircraft movement areas will be assessed as part of the planning process when considering terminal development locations.
- Refine and perform a qualitative evaluation of the alternatives on the basis of economic viability, operational efficiency, flexibility to repurpose development, natural resource conservation, and social responsibility.
- Identify the terminal area alternative that performs best within the relative evaluation criteria.
- Recognizing that a new terminal development is a change to the overall airport/airfield environment, an initial review of safety risks will be conducted on each alternative. If during this review process a potential safety situation is identified (operational, ATCT line of sight, etc.), a safety risk management (SRM) panel will be assembled to 1) identify potential safety concerns and 2) mitigation actions required to move the greenfield site forward.

Deliverables: The deliverable for Task 5 is a program for future terminal development to inform follow-on design efforts, anticipated to occur in late 2020. This deliverable would include: (1) high-level conceptual plan view drawings of terminal modifications considered; (2) conceptual drawing of selected concept; (3) rationale for selected terminal area concept; and (4) cost estimate for recommended concept.

5.2 Environmental Considerations

An environmental evaluation will be performed and documented as part of the alternatives process, which includes:

- Air Quality
- Department of Transportation, Section 4(f)
- Farmlands (if greenfield site)
- Land Use
- Visual Effects (including light emissions)
- Wetlands & Floodplains
- Hazardous Waste
- Soils
- Biotic communities and endangered species
- Noise
- Archaeology/Historic (including evaluation of the airport as a historic district)

It should be noted that the evaluation within this section is not intended to satisfy the requirement for a formal environmental document for proposed Airport improvements. However, this task will establish the purpose and need statement for the terminal program along with assessing affected environment & environmental consequences associated with various alternatives. This documentation will carry forward into a subsequent environmental document subject to the final scope of the preferred terminal development initiative.

5.3 Working Sessions/Meetings

Three (3) alternatives working sessions/meetings will be held with airport/community leadership to review the development alternatives, to solicit insight regarding the concepts, and to select the concept(s) most viable for future consideration. Once selected, the preferred development alternatives will be included in the Capital Improvement Program (CIP) and Implementation Plan. The consultant team will work with airport leadership to establish the list of participants for this effort.

TASK 6

Terminal Programming Document

This task will include Architectural Programming Services by CMT for the preferred terminal development program established in Task 5. The programming document will consist of desired spaces, functions, adjacencies, and connections to the existing terminal facility if applicable. This task includes refinement of conceptual drawings established under Task 5 to a block-plan level (floor plans including phasing

milestones if applicable) for review and comment by the airport during a series of meetings with airport staff (up to 3). In addition, temporary facility needs will be identified if required to support passenger demand while the terminal program is implemented. The document will be used by the Airport to request proposals for the design and construction of the terminal facility improvements (modifications and/or expansion, new building, etc.) based on the recommended development program. In addition, an assessment of delivery methods (design-bid-build vs. design-build) will be provided to aid in the overall decision-making process regarding next steps for implementation of terminal improvements.

During the development of the Terminal Programming Document, a financial plan will be established to assist the overall decision-making process. The financial plan will look at overall development costs, sources of funding, opportunities to leverage funding in current infrastructure environment, and a high-level assessment of costs relative to rates and charges. A full rates and charges studied is not included in this task, but the objective is to present a solid overview of the local resource requirements to implement the preferred terminal development program. The financial plan will present a range of funding scenarios including a worst-case scenario of limited federal AIP assistance as part of the overall due diligence process. It should be noted that terminal projects historically are considered low AIP priority initiatives and it is financially prudent to assess a worst-case scenario.

TASK 7

Stakeholder/Public Engagement

This task will entail effort for meetings that are not task specific and called out in previous task items. It should be noted that all public outreach initiatives including the website will be Section 508 (ADA) compliant upon request.

7.1 Website

A website will be developed and maintained by the project team as a platform to facility stakeholder engagement. Pertinent study information along with schedule milestones will be provided on the website along with the ability to receive comments at the direction of the airport.

7.2 General Tenant Information Meetings

Up to two (2) project information meetings will be held in accordance with project milestones at the direction of the Airport to provide the community with an opportunity to view and comment on the proposed terminal development program.

7.3 City Leadership Presentations (Up to 3)

Up to three (3) presentations will be made to City Leadership regarding the TAMP. Natural points for presentations include 1) Initial Planning (inventory, demand projections, facility requirements), 2) alternatives assessment process, 3) final recommended development program. The content and timing to make city leadership presentations will be based on the direction of airport leadership.

TASK 8

Project Management

The Consultant will manage the TAMP and provide oversight. Project management tasks will include routine coordination and management, consisting of monthly project progress report preparation, schedule monitoring, meeting minute preparation, MoDOT/FAA and airport coordination, work plan updates, and project close-out procedures.

8.1 Project Progress Reports

Each month a written Progress Report will be submitted to the Sponsor. These reports will describe the present status of the project, work to be accomplished, any problems or barriers encountered, and any action items required by the sponsor. The report will also provide a status of actual work accomplished against the schedule goals with a description of reasons for any slippage in the event of such an occurrence. The monthly report will describe any recommended modifications to the Scope of Work and/or schedule milestones, which would alter the original course of the study.

8.2 Biweekly Status Coordination

To keep the project progressing on schedule and ensure continued coordination throughout the project, a biweekly internal telcons will be held by the project team. Up to two (2) on-site meetings will be held with airport management to coordinate the status of the TAMP study (outside other study meetings as identified in the scope above). Meetings will be administered by the Consultant Team and will include representatives from the Airport Sponsor, MoDOT and FAA as required. The meetings will include schedule updates, progress reports by each party, upcoming key/target dates for deliverables and any other issues that may arise. As a part of this effort, the Consultant Team will prepare agenda and minutes for each meeting.

8.3 Project Administration/Coordination

Necessary for the success of any project is the myriad of functions related to project administration that are not accounted for in individual work elements. These tasks include on-going monitoring of project budget and schedule, internal project team meetings, quality assurance/control reviews, project staffing, coordination with subconsultants, et cetera. These work elements are necessary to ensure proper completion and delivery of the project deliverables.

8.4 FAA Coordination Documents (ALP Update & Airspace Analysis)

Per comments received by FAA, an ALP update will be completed to reflect the preferred terminal area development program on the applicable sheets. Recognizing several ALP drawings/sheets could be revised under this planning initiative, Task 9.4 includes effort to revise the full ALP set to FAA SOP 2.0 standards.

It is important to note that this Scope of Services does not include the acquisition, attribution, processing, or submittal of any new Airports GIS (AGIS) data based on an assessment of limited potential for changes associated with safety critical features (i.e. runways). If it becomes apparent during the planning process that safety critical features will be affected by the preferred terminal development program, the consultant team will work with the airport and MoDOT to identify next steps. Note: use of obstruction information from previous ALP efforts will be the basis for the updated ALP sheets (i.e. no new obstructions survey's will be conducted under this scope of services).

To aid in the overall schedule for implementing the preferred terminal area development, an initial airspace analysis will be conducted and submitted to FAA for review. This effort is intended to identify any significant areas of concerns associated with airspace for the proposed terminal development.

8.5 Exhibit "A" Property Map

8.5.1 Data Gathering and Review of Documents

Data gathering efforts will include the review of records held by the Airport, County Recorder, MoDOT and FAA such as various deeds and past surveys. To have the data necessary to complete the attributes associated with each parcel, a title search will be completed for all property owned by the Airport where vesting documents are not located. This would include property owned in Fee Simple title and any easements that can be documented through either the Sponsor's records or those recorded, no other data research is included at this time. The Sponsor will provide any information they have in their records for the parcels and easements purchased. This task will also include verification of parcel lines shown on the existing Exhibit 'A'. For budgeting purposes, it is assumed that up to 15 parcels will require title search efforts.

8.5.2 Exhibit 'A' Property Line Map

The Exhibit 'A' Property Line Map will be updated depicting existing and proposed property interests of the Airport consistent with the current ALP and in accordance with FAA SOP 3.0 requirements. The Exhibit 'A' will utilize information from the current Airport property map contained within the set of ALP drawings, the current Exhibit 'A' drawing, Airport records, vesting documentation research, as well as previous and current boundary survey information. Note: this scope of service assumes boundary survey information will be provided through a separate project being initiated by CGI (fencing project). Therefore, no separate time/fee will be included in this scope for the boundary survey.

Potential Out of Scope Work

The success of this project, and the ability to deliver the work products on time and within the budget, is dependent upon many variables which are often beyond the Consultant's control. Examples include, but are not limited to: accuracy and availability of data from previous studies; additional meetings required to coordinate issues; additional analyses requested by MoDOT/FAA, or the Sponsor, that are not provided for in this scope; updates or changes to the FAA's Advisory Circulars or other related

guidance documents; and extraordinary number of required reviews of the Consultant's draft work products. These types of issues may constitute extra services and/or expenses above those contemplated by this work scope and the associated cost proposal. As the project progresses, it will be incumbent upon the Consultant to bring to the attention of the Sponsor, MoDOT and FAA any unforeseen changes to this scope of work and negotiate appropriate additional compensation necessary to fund those extra costs.

TASK 9

Master Drainage Study (Local Only – Subject to Authorization by City through Separate Notice to Proceed)

The objectives of this task are to provide a quantitative analysis of existing drainage conditions for CGI and to look at several scenario-based, future conditions for the airport including airside and landside facility needs. The analysis will inform the master plan recommendations for impacts that drainage improvements will have on future projects.

9.1 Reconnaissance

- Review topographic information in order to determine watershed and sub-watershed boundaries
- Review record drawing information to better understand past improvements at CGI and their overall impact on the local drainage system
- Conduct additional field surveys, as needed, to to verify existing conditions that are not part of the record drawings (up to two days onsite)
- Evaluate previous drainage studies for past projects completed
- Evaluate the current governing criteria for development of lands

9.2 Existing (Base) Conditions

- Perform stormwater quantity calculations and other analyses to better understand the existing drainage patterns at CGI. These calculations will serve as the base condition for any future development. Further, a review of existing sedimentation basis will be conducted to determine if these locations can be utilized for detention and their overall "effectiveness".
- Perform a review of existing glycol detention system and overall capacity to accommodate growth in deicing operations.
- Develop work maps that outline existing drainage patterns and highlight previous improvements at CGI
- Summarize existing drainage calculations and provide an inventory of existing drainage facilities and their capacities.

9.3 Scenario-based / Future Conditions

- Evaluate different scenarios for the possible future development of areas at CGI based on the preferred development plan established through the planning process. In addition to the preferred development plan, additional scenarios may be accounted for to understand long-term drainage requirements.

- Perform stormwater quantity calculations for each scenario to better understand the stormwater infrastructure needs to meet each condition including any improvements necessary to manage glycol/deicing operations.
- Develop work maps and provide watershed management criteria for the future development of each drainage basin present at CGI.
- Provide a description of the final build-out conditions, including descriptions of stormwater infrastructure needs for both detention facilities and for stormwater conveyance improvements.

9.4 Prepare Final Drainage Report

Prepare a stormwater management report that highlights the findings, conclusions, and recommendations for the future development of lands at CGI. The report will be a stand-alone document such that it can be reviewed by local jurisdictional agencies. Once approved, the report will serve as CGI's overall guidance document as to the future stormwater improvements at the airport.

EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED PROJECTS

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)

150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design

150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property, including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Designate contact person (see Section (23)(A)).

10. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

CAPE GIRARDEAU REGIONAL AIRPORT

CAPE GIRARDEAU, MISSIOURI

Terminal Area Master Plan (TAMP) & Master Drainage Study (Local Only Subject to Separate NTP)

SUMMARY OF COSTS

September 25, 2019

Terminal Area Master Plan (TAMP)	**$423,060.00**
Master Drainage Study (LOCAL ONLY - SUBJECT TO SEPARATE NTP)	**$49,430.00**
Total	**$472,490.00**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

CAPE GIRARDEAU REGIONAL AIRPORT
CAPE GIRARDEAU, MISSIOURI
TERMINAL AREA MASTER PLAN (TAMP)
September 25, 2019

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR (2019 rates)	COST ($)
Principal	0	$77.68	$0.00
Project Manager II	0	50.88	0.00
Project Engineer I	540	49.19	26,562.60
Senior Planner I	568	39.29	22,316.72
Senior Engineer I	280	37.26	10,432.80
Planner I	1096	27.60	30,249.60
GIS Specialist/Sr. Tech I	828	35.33	29,253.24
Registered Land Surveyor	24	41.58	997.92
Administrative Assistant	0	22.64	0.00
	3336		

Total Direct Salary Costs = $119,812.88

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @ 167.73 % = $200,962.14
2b FCCM Rate (Optional) @ 0.57 % = $682.93

3 **SUBTOTAL:**
Items 1 and 2 = $321,457.96

4 **PROFIT:**
15 % of Item 3 Subtotal = $48,218.69

Subtotal $369,676.65

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	17500	Miles @	$0.580	/ Mile =	$10,150.00	
b. Meals	36	Days @	$36.00	/ Day =	$1,296.00	
c. Motel	24	Nights @	$112.00	/ Night=	$2,688.00	
d. Printing and Shipping				=	$2,500.00	

Total Out-of-Pocket Expenses = $16,634.00

6 **SUBCONTRACT COSTS:**

a. CBTX (air traffic control analysis)	=	$7,500.00
b. Title Research (15 Parcels @ $350)	=	$5,250.00
c. Volaire (Air Service)	=	$24,000.00
d.	=	$0.00
e.	=	$0.00

= $36,750.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $423,060.00 Lump Sum

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

CAPE GIRARDEAU REGIONAL AIRPORT
CAPE GIRARDEAU, MISSIOURI
MASTER DRAINAGE STUDY
September 25, 2019

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR (2019 rates)	COST ($)
Principal	0	$77.68	$0.00
Project Manager II	0	50.88	0.00
Project Engineer I	64	49.19	3,148.16
Senior Planner I	0	39.29	0.00
Senior Engineer I	160	37.26	5,961.60
Planner I	64	27.60	1,766.40
GIS Specialist/Sr. Tech I	120	35.33	4,239.60
Registered Land Surveyor	0	41.58	0.00
Administrative Assistant	40	22.64	905.60
	448		

Total Direct Salary Costs = $16,021.36

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

2a Percentage of Direct Salary Costs @ 167.73 % = $26,872.63
2b FCCM Rate (Optional) @ 0.57 % = $91.32

3 **SUBTOTAL:**
Items 1 and 2 = $42,985.31

4 **PROFIT:**
15 % of Item 3 Subtotal = $6,447.80

Subtotal $49,433.11

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	Miles @	$0.580	/ Mile =	$0.00	
b. Meals	Days @	$36.00	/ Day =	$0.00	
c. Motel	Nights @	$112.00	/ Night=	$0.00	
d. Printing and Shipping			=		

Total Out-of-Pocket Expenses = $0.00

6 **SUBCONTRACT COSTS:**

a.	=	$0.00
b.	=	$0.00
c.	=	$0.00
d.	=	$0.00
e.	=	$0.00

= $0.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $49,430.00 Lump Sum

CAPE GIRARDEAU REGIONAL AIRPORT
CAPE GIRARDEAU, MISSIOURI

SPECIAL SERVICES
Terminal Area Master Plan (TAMP) & Master Drainage Study (Local Only Subject to Separate NTP)
September 25, 2019

	Classification: Gross Hourly Rate:		Principal $244.85	Project Manager II $160.38	Project Manager I $155.05	Senior Planner I $123.84	Senior Engineer I $117.44	Planner I $87.00	GIS Specialist Sr. Tech I $111.36	Registered Land Surveyor $131.06	Administrative Assistant $71.36	Other Costs
B.	**PLANNING TASKS**											
1.0	Project Formulation											
1.1	Project Scope Preparation				16							
1.2	Quality Assurance Plan (QAP)				2			8				
1.3	Kickoff Meeting (Scope Definition)				8			8				
2.0	Inventory											
2.1	Airport/Airfield				12	2	32	16	8			
2.2	Terminal Area				12	24		32	24			
2.3	Utilities				2			16	8			
2.4	Land Use				2			24	4			
2.5	Environmental				2	6		24	4			
2.6	Interviews				16	24		16				
2.7	Passenger Intercept Surveys and Terminal Obsevations				12	24		60				
2.8	Working Paper				8	16		32	24			
3.0	Demand Projections											
3.1	Passenger/Commercial Service				24	24						
3.2	Military				2	8						
3.3	Air Cargo				4	4						
3.4	General Aviation (GA)				8	12		24				
3.5	Forecast Working Paper (FWP)				24	16		32				
4.0	Facility Requirements - Terminal Area Focus											
4.1	Terminal Demand - Capacity Analysis				24	60		80	24			
4.2	Ground Transportation Network				16	24		60	24			
4.3	General Aviation (GA) Facilities											
4.4	Air Traffic Control Tower (ATCT)											
4.5	Airport Support Facilities											
5.0	Alternatives Analysis											
5.1	Terminal Alternatives Development & Evaluation				80	80	80	200	120			
5.2	Environmental Considerations				2	12	16	24	16			
5.3	Working Sessions/Meetings				32	32	32	40	60			
6.0	Terminal Programming Document											
6.1	Working Paper				32	8	40	60	32			
6.2	Final Deliverable				16	8	24	24	16			
7.0	Stakeholder/Public Coordination											
7.1	Website				8			24	16			
7.2	General Tenant Information Meetings (Up to 2)				24	24	16	32	24			
7.3	City Leadership Presentations (Up to 3)				32	32	16	40	24			
8.0	Project Management Efforts											
8.1	Project Progress Reports				16			40				
8.2	Project Administraton/Coordination				32	32						
8.3	Biweekly Status Coordination (Including 2 On-Site Meetings)				32	32						
8.4	FAA Coordination Documents (ALP Pen & Ink, Airspace, Env., Etc.)				24	32		100	240			
8.5	Exhibit A Property Map				16	32	24	80	160	24		
8.0	Master Draingage Study (Local Only - Subject to Separate NTP)											
8.1	Reconnaissance				4		8					
8.2	Existing (Base) Conditions				24		40	32	40			
8.3	Scenario-based / Future Conditions				24		80	16	40			
8.4	Prepare Final Drainage Report				12		32	16	40		40	
	Total hours =	3,784	0	0	604	568	440	1160	948	24	40	(1,2,3,4,5,6)
	Total =	$481,538.28	$0.00	$0.00	$93,649.36	$70,343.08	$51,675.72	$100,915.55	$105,570.60	$3,145.48	$2,854.48	$53,384.00

PART B SUBTOTAL = **$481,540.00**

GRAND TOTAL = **$481,540.00**

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping
(6) Subconsultants

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

E. Other Services

1. Terminal Area Master Plan (TAMP) + Airport Master Drainage Study	**(365)** calendar days after receipt of NTP

Staff:	Kelly Green, P.E., City Engineer	**AGENDA REPORT** Cape Girardeau City Council	**19-227**
Agenda:	10/16/2019		

SUBJECT

Resolution authorizing the City Manager to enter into an agreement with Nip Kelley Equipment Co., Inc., for the Concrete Street Repair 2020 Project.

EXECUTIVE SUMMARY

The locations for the work to be performed under these contract documents are on **Rockwood Dr.** from West End Blvd. to N. Henderson Ave., **Rose St.** from West End Blvd. to N. Missouri Ave., **Terrie Hill Rd.** at the intersection of Jurie St., **Karau Ln.** from Dead End (north) to Dead End (south), **Butler St.** at the intersection of N. Henderson Ave., **Butler St.** at the intersection of Price Dr., **Cecilia St.** from Penny Ave. to Perry Ave., **N. Sunset Blvd.** from Broadway to Woodlawn Ave., **David Dr.** from Lexington Ave. to Lisa Dr., **Longview Dr.** from Lexington Ave. to Lisa Dr.

The improvements consist of removing and replacing concrete streets shown in the project plans, removal and replacement of portions of sidewalk, curb, gutter, alleys, and driveways; adjustments to existing manholes, inlets, and utility castings as noted for each location, all as described in the contract documents. The streets are located in various areas within the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The City has designated a portion of the Transportation Trust Fund monies for the repair and rejuvenation of existing City streets and alleys under each of the Transportation Trust Fund Programs voted in to date. The Concrete Street Repair 2020 project is being funded with Transportation Trust Fund IV and V funds. The work has been designed by City staff and the call for bids was publicly advertised. On October 8, 2019, four (4) bids were received; the high was $1,246,725.10, and $942,138.25 was the low bid. Three (3) bids were below the Engineer's Estimate. All work will be done within existing right-of-way or easements.

FINANCIAL IMPACT

The construction contract will be issued to the low bidder, Nip Kelley Equipment Co., Inc., for the bid amount of $942,138.25 with funding from Transportation Trust Funds IV and V.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The City is responsible for the routine maintenance of existing City streets and public alleys. This requires funding to be allotted for the cost of this maintenance work in the City's annual budget. All previous Transportation Trust Fund programs have provided better street surfaces and paved alleys, and this contract will continue to use monies set

aside in the Transportation Trust Fund IV and V Programs for these upgrades.

STAFF RECOMMENDATION

Staff recommends the Council pass and approve a Resolution authorizing the City Manager to enter into a contract with Nip Kelley Equipment Co., Inc., for the Concrete Street Repair 2020 Project.

PUBLIC OUTREACH

Presentations were made to the public and to civic organizations prior to each election to continue the Transportation Trust Fund Sales Tax.

ATTACHMENTS:

Name:	Description:
Agreement__Nip_Kelley__Concrete_Street_Repair_2020_Project.doc	Resolution
Map_for_Council.pdf	2020 Concrete Street Repair - Map
Agreement__6233_-_Concrete_Street_Repair_2020.pdf	Concrete Street Repair 2020 Agreement
Bid_Tab_Complete_6233.pdf	Concrete Street Repair 2020 - Bid Tab

BILL NO. 19-161 RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NIP KELLEY EQUIPMENT COMPANY, INC., FOR THE CONCRETE STREET REPAIR 2020 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 Nip Kelley Equipment Company, Inc., for the Concrete Street Repair 2020 Project, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

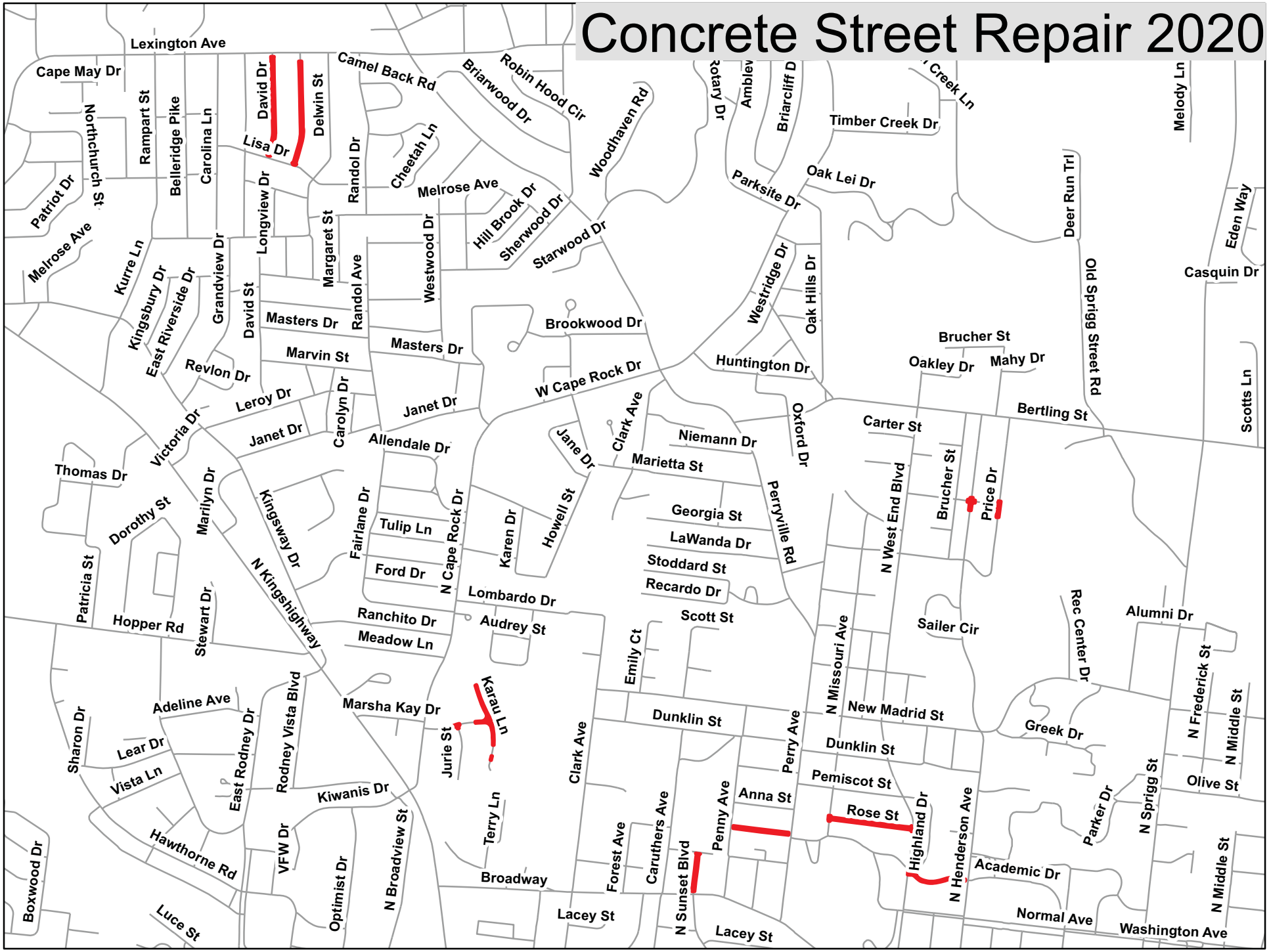
PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

Concrete Street Repair 2020



CITY OF CAPE GIRARDEAU

CONCRETE STREET REPAIR 2020

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____in the year 2019 by and between the City of Cape Girardeau, Missouri (hereinafter called OWNER) and Nip Kelley Equipment Company, Inc. _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

PROJECT IDENTIFICATION: The locations for the work to be performed under these Contract Documents are on **Rockwood Dr.** from West End Blvd. to N. Henderson Ave., **Rose St.** from West End Blvd. to N. Missouri Ave., **Terrie Hill Rd.** at the intersection of Jurie St., **Karau Ln.** from Dead End (north) to Dead End (south), **Butler St.** at the intersection of N. Henderson Ave., **Butler St.** at the intersection of Price Dr., **Cecilia St.** from Penny Ave. to Perry Ave., **N. Sunset Blvd.** from Broadway to Woodlawn Ave., **David Dr.** from Lexington Ave. to Lisa Dr., **Longview Dr.** from Lexington Ave. to Lisa Dr.

The improvements consist of removing and replacing concrete streets as shown in the project plans, removal and replacement of portions of street, curb, gutter, sidewalks, and driveways; adjustments to existing manholes, inlets, and utility castings as noted for each location, all as described in the contract documents. The streets are located in various areas within the City of Cape Girardeau, Missouri.

Article 2. ENGINEER.

The City Engineer or his 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 Work will be substantially complete within three hundred (300) calendar days after the date when the Contract Times commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within three hundred thirty (330) calendar days after the date when the Contract Times commences to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not competed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $1,100.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $1,100.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1:

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the bidding documents.

TOTAL OF ALL UNIT PRICES: Nine hundred forty-two thousand one hundred thirty eight dollars and twenty-five cents ($942,138.25)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress payments; Retainage*. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of 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 in the General Requirements.

5.1.1 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 ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

> 95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case, the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed.
>
> 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentations satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, as agreed to by the OWNER and CONTRACTOR, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 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.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages _1_ to _8_ inclusive).

8.2 Exhibits to this Agreement (pages BF- 1 to BF- 8 , inclusive).

8.3 Performance, Payment, and other Bonds, identified as exhibits ___ and consisting of ___ pages.

8.4 Notice to Proceed.

8.5 General Conditions (pages _1_ to _55_, inclusive). (EJCDC No. 1910-8 1990 Edition)

8.6 Supplementary Conditions (pages _SC-1_ to _SC-5_, inclusive).

8.7 Specifications bearing the title Concrete Street Repair 2020 .

8.8 Drawings.

8.9 Addenda numbers _1_ to _1_, inclusive.

8.10 CONTRACTOR'S Bid (pages _BF- 1_ to _BF- 8_, inclusive) marked exhibit "A".

8.11 Pursuant to 285.530 R.S. Mo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by 1) submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and 2) providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___to ___, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

9.5 Pursuant to 292.675, R.S. Mo, the contractor is informed that all contractors or subcontractors doing work on this project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the

date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

9.6 The General Contractor shall provide to the City of Cape Girardeau City Engineer's Office weekly certified payrolls from the General Contractor and all Subcontractors during the course of the project. These must be provided on a weekly basis; if no work was done, then a payroll stating "No Work Done" must be submitted.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed the Agreement in multiple copies, One counterpart each has been delivered to CONTRACTOR and ENGINEER and two counterparts to the OWNER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20___ (which is the Effective Date of the Agreement).

OWNER City of Cape Girardeau

Scott Meyer, City Manager

By: _____
[CORPORATE SEAL]

Attest _____
Bruce Taylor, Deputy City Clerk

Address for giving notices

401 Independence Street

Cape Girardeau, MO 63703

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

CONTRACTOR Nip Kelley Equipment Co., Inc.

_____

By: _____
[CORPORATE SEAL]

Attest _____

Address for giving notices

41 North Sprigg Street

Cape Girardeau, MO 63701

License No. _____

Agent for service of process:

_____

(If CONTRACTOR is corporation, attach evidence of authority to sign.)

Exhibit A

CITY OF CAPE GIRARDEAU

CONCRETE STREET REPAIR 2020

BID FORM
(EJCDC 1910-18) (1990)

PROJECT IDENTIFICATION: The locations for the work to be performed under these Contract Documents are on **Rockwood Dr.** from West End Blvd. to N. Henderson Ave., **Rose St.** from West End Blvd. to N. Missouri Ave., **Terrie Hill Rd.** at the intersection of Jurie St., **Karau Ln.** from Dead End (north) to Dead End (south), **Butler St.** at the intersection of N. Henderson Ave., **Butler St.** at the intersection of Price Dr., **Cecilia St.** from Penny Ave. to Perry Ave., **N. Sunset Blvd.** from Broadway to Woodlawn Ave., **David Dr.** from Lexington Ave. to Lisa Dr., **Longview Dr.** from Lexington Ave. to Lisa Dr.

The improvements consist of removing and replacing concrete streets as shown in the project plans, removal and replacement of portions of street, curb, gutter, sidewalks, and driveways, adjustments to existing manholes, inlets, and utility castings as noted for each location, all as described in the contract documents. The streets are located in various areas within the City of Cape Girardeau, Missouri.

THIS BID IS SUBMITTED TO: CITY OF CAPE GIRARDEAU, MO
401 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63703

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following:

Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)
Addendum #1 - 10/2/19

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted. Any questions, comments, or concerns regarding the design of this project should be addressed to Andrew Stone, Project Manager; City of Cape Girardeau at 573-339-6782, or astone@cityofcape.org.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(i) Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION** and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

- http://www.uscis.gov/portal/site/uscis

(j) Bidders are informed that the Project is subject to the requirements of Section 292.675, R.S. Mo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

NO	ITEM	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
1	Remove and Replace Concrete Street	SF	164,929	$ 5.05	$ 832,891.45
2	Remove and Replace Concrete Driveways	SF	5.880	$ 5.75	$ 33,810.00
3	Remove and Replace Concrete Sidewalks	SF	10,642	$ 5.40	$ 57,466.80
4	ADA Ramp	EA	10	$ 1,000.00	$ 10,000.00
5	Tree Removal	EA	6	$ 595.00	$ 3,570.00
6	Storm Inlet Adjustment	EA	3	$ 500.00	$ 1,500.00
7	Install Inlet for Rolled Curb	EA	1	$ 1,900.00	$ 1,900.00
8	Temporary Traffic Control	LS	1	$ 1,000.00	$ 1,000.00

TOTAL BID FOR ALL UNIT PRICES $ 942,138.25

Nine hundred forty-two thousand one hundred thirty eight dollars and twenty-five cents

(Written figure)

(Total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in extension, the unit and lump sum prices under each Pay Item will be considered correct, and these sums when properly extended, shall constitute the Bid.)

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within three hundred (300) calendar days after the date when the Contract Times commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within three hundred thirty (330) calendar days after the date when the Contract Times commences to run. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of bid bond or cashiers check.

(b) Acknowledgement of any addenda issued.

(c) Exhibit Affidavit of Work Authorization

(d) Exhibit Affidavit of Excessive Unemployment (if applicable)

(e) The E-Verify Program for Unemployment Verification Memorandum of Understanding http://www.uscis.gov/files/nativedocuments/MOU.pdf

(f) Exhibit Affidavit of OSHA Training

(g) Certification Regarding Debarment, Suspension and Other Responsibility Matters

7. Bidder agrees to submit the following documents within three (3) business days after the opening of Bids if requested:

(a) BIDDER'S Qualification Statement with supporting data.

8. Communications concerning this Bid shall be addressed to:

Name Vince Kelley

Address 41 North Sprigg St., Cape Girardeau, MO 63701

(a) Performance and Payment Bonding Company

Name Merchants Bonding Company

Address 6700 Westown Parkway, Des Moines, IA 50266

Agent\Power of Attorney Name (if used) Donald L. Wasoba

Address 22 Avacado Tree Circle, St. Peters, MO 63376

9. Terms used in the Bid which are defined in the General conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on October 8, 20 19

State Contractor License No. 0010575

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

_____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No.: _____

A Corporation

By Nip Kelley Equipment Co., Inc. (SEAL)
(Corporation Name)

Missouri
(State of Incorporation)

By Vince Kelley (SEAL)
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest Jan Kelley
Jan Kelley

(Secretary)

Business address: 41 North Sprigg St.

Cape Girardeau, MO 63701

Phone No.: 573-334-0553

Date of Qualification to do business is January 1974

A Joint Venture

By _____(SEAL)
(Name)

_____
(Address)

By _____(SEAL)
(Name)

_____
(Address)

Phone Number and Address for receipt of official communications:

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BREAKDOWN OF WORK FORCE (Required):

The Contractor shall be registered with the Missouri Secretary of State in order to work on this project.

BIDDER hereby states that he will perform the following items of work directly without employment of subcontractors:

All work not listed below.

It is anticipated that the following subcontractors will be employed for work on this project:

***SUBCONTRACTORS:**

(Name of Company) (Type of Work)

* All subcontractors shall be registered with the Missouri Secretary of State in order to work on this project.

Company ID Number: 211168

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Nip Kelley Equipment Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 211168

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Nip Kelley Equipment Company, Inc.

Vince Kelley	
Name (Please Type or Print)	Title
Electronically Signed	05/05/2009
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/05/2009
Signature	Date

Company ID Number: 211168

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Nip Kelley Equipment Company, Inc.

Company Facility Address: 41 North Sprigg
Cape Girardeau, MO 63701

Company Alternate Address:

County or Parish: CAPE GIRARDEAU

Employer Identification Number: 431086200

North American Industry Classification Systems Code: 237

Parent Company: Nip Kelley Equipment Company, Inc.

Number of Employees: 20 to 99

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

Company ID Number: 211168

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Staci L Pepple**		
Telephone Number:	**(573) 334 - 0553**	Fax Number:	**(573) 334 - 2025**
E-mail Address:	**spepple@nipkelleyco.com**		
Name:	**Vince L Kelley**		
Telephone Number:	**(573) 334 - 0553**	Fax Number:	**(573) 334 - 2025**
E-mail Address:	**vkelley@nipkelleyco.com**		

EXHIBIT
AFFIDAVIT OF OSHA TRAINING

COMES NOW (Name) Vince Kelley as (Office Held) President of (Company Name/Contractor) Nip Kelley Equipment Co. affiant being duly sworn, on my oath, affirm in connection with the contracted services related to Concrete Street Repair 2020 (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 ($2,500.000), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety 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.)

Nip Kelley Equipment Co., Inc.
(name of corporation)

By: _____
(name of officer of corporation and title)
Vince Kelley, President

ATTEST:

_____
Secretary (or other officer) Jan Kelley

(SEAL OF CORPORATION)

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

On this 8th day of October, 2019, before me appeared Vince Kelley, to me personally known, who, being by me duly sworn, did say that he/she is the President of Nip Kelley Equipment Co 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.

Staci L Pepple
Notary Public

My Commission Expires:

Feb 9, 2021

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

STACI L. PEPPLE
My Commission Expires
February 9, 2021
Scott County
Commission #13434217

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) Vince Kelley as (Office Held) President of (Company Name/Contractor) Nip Kelley Equipment Co., Inc. and first being duly sworn, on my oath, affirm as follows:

1. (Company Name/Contractor) Nip Kelley Equipment Co., 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 Repairs 2020 for the duration of the contract in accordance with RSMo Chapter 285.530(2).

2. I also affirm that (Company Name/Contractor) Nip Kelley Equipment Co., Inc 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 Repairs 2020 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.)

Nip Kelley Equipment Co., Inc.
(name of corporation)

By: _____
(name of officer of corporation and title)
Vince Kelley, President

ATTEST:

_____
Secretary (or other officer) Jan Kelley

(SEAL OF CORPORATION)

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

On this 8th day of October, 2018, before me appeared Vince Kelley, to me personally known, who, being by me duly sworn, did say that (he)/she is the President of Nip Kelley Equipment & 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.

Staci L. Pepple
Notary Public

My Commission Expires:
Feb. 9, 2021

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

STACI L. PEPPLE
My Commission Expires
February 9, 2021
Scott County
Commission #13434217

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.

Vince Kelley President
Typed Name & Title of Authorized Representative

Signature of Authorized Representative

10/08/19
Date

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

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PENAL SUM FORM

BID BOND

BIDDER *(Name and Address)*:
Nip Kelley Equipment Company, Inc.
41 North Sprigg Street
Cape Girardeau, MO 63703

SURETY *(Name and Address of Principal Place of Business)*:
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306 Tel: 515-243-8171

OWNER *(Name and Address)*:
City of Cape Girardeau
City Hall, 401 Independence Street
Cape Girardeau, MO 63701

BID
BID DUE DATE: October 8, 2019
PROJECT *(Brief Description Including Location)*:
Concrete Street Repair 2020

BOND
BOND NUMBER: N/A
DATE: *(Not later than Bid Due Date)*: October 8, 2019
PENAL SUM: Five Percent of the Amount Bid (5% of Amt. Bid)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
NIP KELLEY EQUIPMENT COMPANY, INC. (Seal)
Bidder's Name and Corporate Seal

By: [signature]
Signature and Title

Attest: [signature]
Signature and Title

SURETY
MERCHANTS BONDING COMPANY (MUTUAL) (Seal)
Surety's Name and Corporate Seal

By: Donald L Wasoba
Signature and Title (Attach Power of Attorney)
Donald L. Wasoba, Attorney-in-Fact

~~XXXXXX~~ Witness: Karen D. Wasoba
Signature and Title Karen D. Wasoba, Witness

NOTE: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

HCDC NO. 1914-28-C (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3 This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof)

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any Applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Donald L Wasoba

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October, 2019.

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

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BID OPENING

DATE: October 8, 2019
TIME: 10:00 AM
PLACE: DEVELOPMENT SERVICES
CONFERENCE ROOM

SUMMARY OF PROPOSALS RECEIVED FOR:

CONCRETE STREET REPAIR 2020

Project No. 6233

Compiled by: Cindy Redecker

				ENGINEER'S ESTIMATE		Lappe Cement Finishing, Inc. 2710 County Road 413 Friedheim, MO 63747		Fronabarger Concreters, Inc. 3290 State Highway E Oak Ridge, MO 63769	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove and Replace Concrete Street	164,929	SF	$ 6.00	$ 989,574.00	$ 5.29	$ 872,474.41	$ 5.80	$ 956,588.20
2	Remove and Replace Concrete Driveways	5,880	SF	$ 6.75	$ 39,690.00	$ 6.20	$ 36,456.00	$ 6.50	$ 38,220.00
3	Remove and Replace Concrete Sidewalks	10,642	SF	$ 6.00	$ 63,852.00	$ 5.40	$ 57,466.80	$ 6.00	$ 63,852.00
4	ADA Ramp	10	EA	$ 1,500.00	$ 15,000.00	$ 1,200.00	$ 12,000.00	$ 1,200.00	$ 12,000.00
5	Tree Removal	6	EA	$ 1,200.00	$ 7,200.00	$ 1,080.00	$ 6,480.00	$ 1,000.00	$ 6,000.00
6	Storm Inlet Adjustment	3	EA	$ 1,500.00	$ 4,500.00	$ 650.00	$ 1,950.00	$ 600.00	$ 1,800.00
7	Install Inlet for Rolled Curb	1	EA	$ 2,500.00	$ 2,500.00	$ 2,850.00	$ 2,850.00	$ 2,450.00	$ 2,450.00
8	Temporary Traffic Control	1	LS	$ 8,000.00	$ 8,000.00	$ 5,300.00	$ 5,300.00	$ 5,500.00	$ 5,500.00
					$ 1,130,316.00		**$ 994,977.21**		**$ 1,086,410.20**
	AMOUNT OF PROPOSAL GUARANTEE					5% OF BID		5% OF BID	
	SURETY					United Fire & Casualty Company		United Fire & Casualty Company	

I hereby certify that the above is a true and correct summary of proposals received:

PROJECT MANAGER Andrew Stone
Andrew Stone

BID OPENING

DATE: October 8, 2019
TIME: 10:00 AM
PLACE: DEVELOPMENT SERVICES
CONFERENCE ROOM

SUMMARY OF PROPOSALS RECEIVED FOR:

CONCRETE STREET REPAIR 2020

Project No. 6233

Compiled by: Cindy Redecker

				ENGINEER'S ESTIMATE		CE Contracting, Inc. 10411 Kimmel Lake Road Ste. Genevieve, MO 63670		Nip Kelley Equipment Co., Inc. 41 North Sprigg Street Cape Girardeau, MO 63701	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove and Replace Concrete Street	164,929	SF	$ 6.00	$ 989,574.00	$ 6.10	$ 1,006,066.90	$ 5.05	$ 832,891.45
2	Remove and Replace Concrete Driveways	5,880	SF	$ 6.75	$ 39,690.00	$ 14.40	$ 84,672.00	$ 5.75	$ 33,810.00
3	Remove and Replace Concrete Sidewalks	10,642	SF	$ 6.00	$ 63,852.00	$ 8.60	$ 91,521.20	$ 5.40	$ 57,466.80
4	ADA Ramp	10	EA	$ 1,500.00	$ 15,000.00	$ 2,020.00	$ 20,200.00	$ 1,000.00	$ 10,000.00
5	Tree Removal	6	EA	$ 1,200.00	$ 7,200.00	$ 1,090.00	$ 6,540.00	$ 595.00	$ 3,570.00
6	Storm Inlet Adjustment	3	EA	$ 1,500.00	$ 4,500.00	$ 500.00	$ 1,500.00	$ 500.00	$ 1,500.00
7	Install Inlet for Rolled Curb	1	EA	$ 2,500.00	$ 2,500.00	$ 1,300.00	$ 1,300.00	$ 1,900.00	$ 1,900.00
8	Temporary Traffic Control	1	LS	$ 8,000.00	$ 8,000.00	$ 34,925.00	$ 34,925.00	$ 1,000.00	$ 1,000.00
					$ 1,130,316.00		**$ 1,246,725.10**		**$ 942,138.25**
			AMOUNT OF PROPOSAL GUARANTEE			5% OF BID		5% OF BID	
			SURETY			United Fire & Casualty Company		Merchants Bonding Company (Mutual)	
I hereby certify that the above is a true and correct summary of proposals received:								"Low Bidder"	

PROJECT MANAGER Andrew Stone
Andrew Stone

Staff: Police Chief W. Blair
Agenda: 10/16/2019

AGENDA REPORT
Cape Girardeau City Council

19-228

SUBJECT

An agreement between the City of Cape Girardeau/City of Cape Girardeau Police Department to provide that a police officer be stationed on the main campus of Saint Francis Medical Center 24 hours per day, 7 days per week, for the purposes of conducting law enforcement duties.

EXECUTIVE SUMMARY

Saint Francis Medical Center (SFMC) and the City of Cape Girardeau/City of Cape Girardeau Police Department will enter into an agreement for the provision of full-time police officers assigned to the main campus of SFMC. This assignment will ensure 24/7 coverage of officers on the campus for the purpose of conducting law enforcement duties. To maintain this level of coverage, five additional police officers will be added to current staffing levels. SFMC will provide the funding for salary and benefits of the assigned officers. SFMC will incur the cost of equipping these officers with the necessary law enforcement related equipment currently being assigned to City of Cape Girardeau Police Officers. Additionally, SFMC will fund the purchase and equipping of one patrol vehicle to be stationed on the SFMC campus at all times.

BACKGROUND/DISCUSSION

City of Cape Girardeau police officers are routinely dispatched to SFMC to handle law enforcement calls for service to include the investigation of assaults, sexual assaults, disturbances, and other crimes. It is a common practice throughout the nation for hospitals the size of SFMC and larger to contract for the services of police officers from the local municipality to perform these services.

The officers hired will be funded by SFMC for salary, benefits, equipment and one marked patrol vehicle (to be stationed on SFMC's main campus). The five officers will be employed solely by the City of Cape Girardeau and subject to City of Cape Girardeau and City of Cape Girardeau Police Department policies and directives. The officers will not be employees of SFMC, nor will they supplant the security functions of SFMC's security guards. The role of the assigned police officers will be limited to the performance of law enforcement-related functions only and will not be acting as agents of SFMC to enforce hospital rules and regulations. Those duties will be retained by SFMC security staff.

FINANCIAL IMPACT

As stated above, all expenses for the officers will be funded by SFMC.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

STAFF RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into an Agreement with St. Francis Medical Center.

ATTACHMENTS:

Name:	Description:
Agreement_Between_the_City_of_Cape_Girardeau_and_Saint_Francis_Medical_Center_09-30-2019.pdf	SFMC Police Officer Agreement
Agreement_SFMC_Police.res.doc	SFMC Police Officer Agreement Resolution

BILL NO. 19-162 RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SAINT FRANCIS MEDICAL CENTER, FOR THE PURPOSE OF PROVIDING LAW ENFORCEMENT SERVICES ON THE HOSPITAL CAMPUS, 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 Saint Francis Medical Center, for the purpose of providing law enforcement services on the hospital campus, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes therein as shall be approved by the officers of the City executing the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

Agreement Between the City of Cape Girardeau and Saint Francis Medical Center

This Agreement Between the City of Cape Girardeau and Saint Francis Medical Center ("Agreement") is effective as of October ___, 2019, and is made by and between Saint Francis Medical Center, a Missouri nonprofit corporation ("SFMC") and the City of Cape Girardeau, a political subdivision of the State of Missouri ("City").

WHEREAS, SFMC operates a hospital at 211 Saint Francis Drive in Cape Girardeau ("Hospital"); and

WHEREAS, the parties wish agree on the conditions under which the City's Police Department will station a police officer at the Hospital 24 hours a day; and

WHEREAS, before police officers can be stationed at the Hospital (a) officers must be recruited, equipped, and trained; and (b) the parties must establish procedures for the duties such police officers will perform at the Hospital; and

WHEREAS, SFMC has agreed to pay the applicable costs incurred by the City in undertaking all its activities under this Agreement; and

WHEREAS, the parties wish to enter into this Agreement so that the activities described in the previous recital can begin.

NOW, THEREFORE, the parties agree:

1. Dates. This Agreement is effective as of the date indicated above. SFMC understands that, in reliance on this Agreement, the City will recruit, hire, and train police officers, and will incur costs related to these activities. The date on which the first individual who will perform law enforcement functions at the Hospital is (a) hired and (b) identified for assignment at the Hospital is the "Commencement Date." References to year one below mean the first year after the Commencement Date, and have the same meaning for year two and beyond.

2. Commitments of SFMC. SFMC commits to:

    a. Pay the costs indicated on Exhibit A during years one and two. At least 90 days before the end of year two, the City will deliver to SFMC a proposed budget for year three. At that time, the parties will enter into discussions about continuation of the program.

    b. Enter into discussions with the City regarding the duties of police officers stationed at the Hospital and other topics, including without limitation those described on Exhibit B.

3. Commitments of City. The City commits to:

a. Commence recruiting efforts as soon as possible after execution of this Agreement, and commence training efforts as soon as candidates are recruited.

b. Enter into discussions with SFMC regarding the duties of police officers stationed at the Hospital and other topics, including without limitation those described on Exhibit B.

c. After training is complete, the City will station one police officer at the Hospital at substantially all times.

4. General Considerations. The parties recognize that at all times, every police officer stationed at SFMC will be under the sole control of the Cape Girardeau Chief of Police, and will follow the policies and procedures of the Cape Girardeau Police Department. The officers will be employees of the City, and they will not be considered to be employees of SFMC for workers compensation benefits or for any other purpose. They parties further recognize that before any agreement to station police officers at SFMC can be entered, the Cape Girardeau City Council will have to authorize the expenditure of funds for the hiring of those officers. Any expenditures required by the City under an agreement for these purposes shall be subject to annual appropriation.

5. Course of Discussions. The parties recognize that each is subject to certain bodies of regulation and applicable law not commonly encountered in business transactions. SFMC recognizes that the doctrine of sovereign immunity applies to the City, and that law enforcement is governed by various federal and state laws. The City recognizes that SFMC is governed by various federal and state laws relating to licensing and operation of the Hospital, including those around patient privacy and the interaction of law enforcement officers with patients. During their discussions, the parties agree make a special effort to inform the other of all such applicable laws.

6. Miscellaneous. This Agreement constitutes the only agreement of the parties with respect to its subject matter; it supersedes all previous discussions. This Agreement may only be amended in writing. This Agreement is governed by Missouri law. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A facsimile signature may be accepted as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Saint Francis Medical Center	**City of Cape Girardeau**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A
Costs

Summary of costs (year 1)			
Starting patrolman salary			$37,625
Benefits			$9,406.25
		Total	$47,031.25
Uniform			$2,330
Personal Equipment			$3,459
	Patrolman TOTAL		$52,820.25
	4.6 FTE		$242,973.15
Patrol Unit			$38,335
	GRAND TOTAL		$281,308.15
Summary of costs (year 2+)			
Starting patrolman salary			$37,625
Benefits			$9,406.25
		Total	$47,031.25
	4.6 FTE		$216,343.75

Exhibit B
Discussion Topics

A. Written agreement topics – To be discussed and finalized:
    1. Statement of standard work to be provided.
    2. Financial agreement – contractor relationship – SFMC to pay CGPD
    3. Records to be maintained concerning the performance of services provided.
    4. Develop policy/ procedures dealing with:
        - Legal contingencies
        - Response – officer's post/zone is SFMC campus/no response out of curbs – unless officer in danger / extreme situation deemed necessary by CGPD Command.
        - Use of force (patient vs non-patient)
        - Jurisdictional authority – city
        - Patient privacy (HIPAA)
        - Arrest – under city jurisdiction
        - CMS TJC Regulations*
        - Will wear a SFMC ID badge – for discussion and determination re: what makes most sense. (Some CGPD officers have badge access to SFMC. Will need to ensure that all officers assigned to SFMC have this access).
    5. Required training regarding:
        - Post orders
        - Assignments
        - Standard work
        - Organizational orientation mandatory. Training jointly with SFMC and CGPD.
    6. Uniform – standard CGPD uniform and issued equipment/vehicle.
    7. Weapons and approved restraints (no hands on unless arresting).
    8. Procedure for review/revision of the agreement.
    9. Reporting and chain of command – report through CGPD organization structure with security as a liaison.
    10. Scheduling – CGPD will handle.

B. Training and orientation topics:
    1. Facility orientation.
    2. Emergency codes and response.
    3. Security management plan.
    4. Designated Sensitive Severity Areas (SSA's)
    5. Unique needs of the behavioral health patient
    6. De-escalation techniques and requirements.
    7. Privacy/HIPAA limitations and requirements.
    8. STARR training. No hands on. Demonstrate hands on and they know what to expect.

Staff:	Kelly Green P.E., City Engineer	**AGENDA REPORT** Cape Girardeau City Council	**19-229**
Agenda:	10/16/2019		

SUBJECT

Acceptance of sanitary sewer infrastructure public improvements to serve Cape West Crossings, in the City of Cape Girardeau.

BACKGROUND/DISCUSSION

CWC-RE Holdings, LLC (Jeff Mauer) constructed public improvements to serve Cape West Crossings. These improvements consisted of **sanitary sewer infrastructure.**

Sanitary Sewer

4 Standard Manholes
157 LF of 8 inch SDR-35 PVC Sanitary Sewer Main
373 LF of 15 inch SDR-35 PVC Sanitary Sewer Main

The improvements are complete and ready to be accepted into the City's system. These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

The improvements were installed by private contract. Once accepted into the City's system, the City will be responsible for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

Staff recommends the Council accept, by motion, the public improvements to serve Cape West Crossings sanitary sewer infrastructure improvements into the City's System.

ATTACHMENTS:

Name:	Description:
CapeWestCrossings.pdf	Cape West Record Plans

RECORD PLANS
FOR
SANITARY SEWER MAIN AT
CAPE WEST CROSSINGS
CAPE WEST CROSSINGS, LOT 2
CAPE WEST CROSSINGS
CAPE GIRARDEAU, MISSOURI 63701

VICINITY MAP
SCALE: 1" = 2000'

SHEET INDEX

R1.0	COVER SHEET
R2.0	KEYED SHEET AND SANITARY SEWER PLAN AND PROFILE VIEW

KOEHLER

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

KOEHLER PROJECT NO.: 36575

KOEHLER
ENGINEERING AND LAND SURVEYING, INC.
Civil Engineering and Surveying Services
194 Coker Lane • Cape Girardeau, MO 63701
Phone: 573.335.3026 • Fax: 573.335.3948
www.koehlerengineering.com

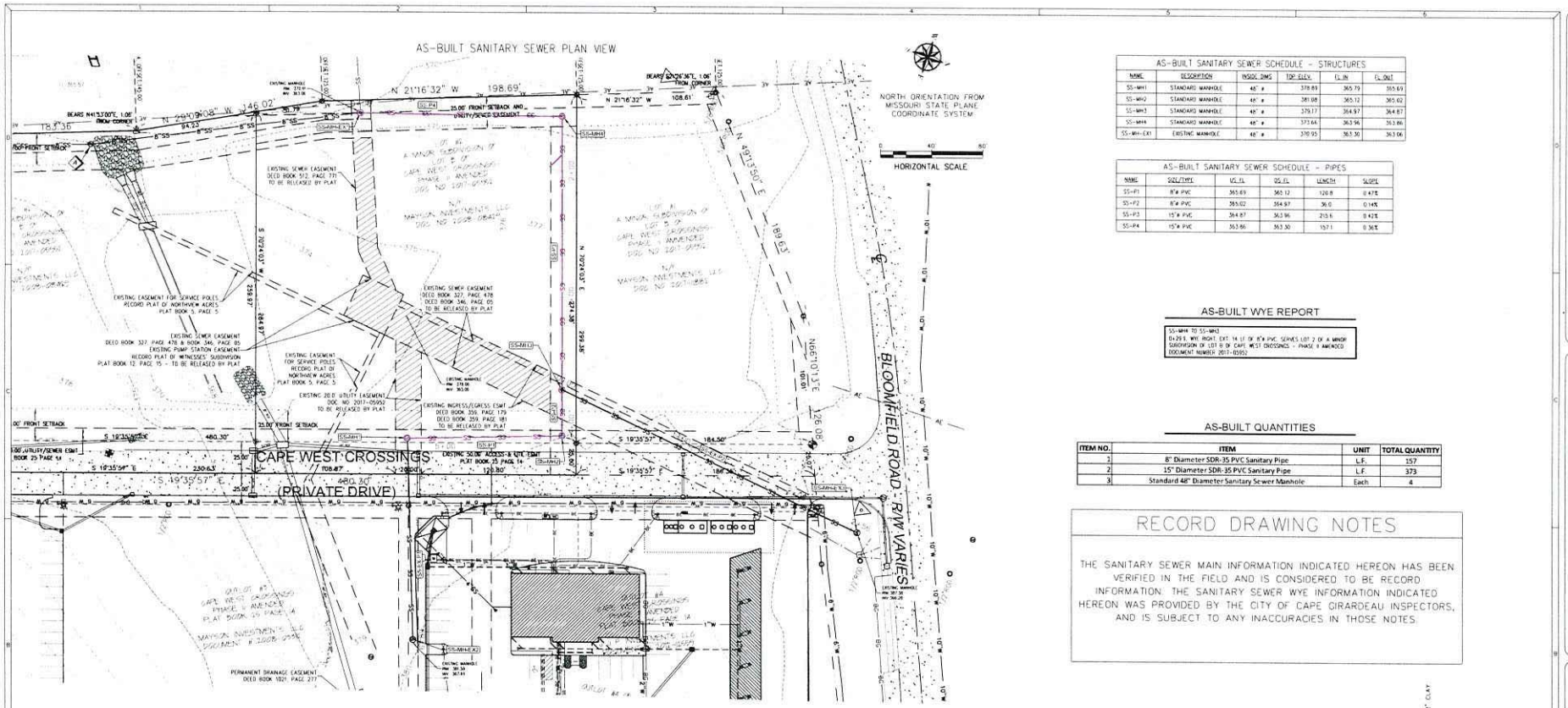
RECORD PLANS FOR SANITARY SEWER MAIN AT CAPE WEST CROSSINGS
CAPE GIRARDEAU, MO 63701
JEFF MAUER

SEAL

REV	DATE	DESCRIPTION

COVER SHEET

K.E.L.S. PROJ NO. 36575	OWNR. PROJ NO.
DESIGNED BY AR	
DRAWN BY AR	SHEET NO.
CHECKED BY AR	R1.0
DATE 09.20.2016	



AS-BUILT SANITARY SEWER SCHEDULE - STRUCTURES					
NAME	DESCRIPTION	INSIDE DIMS	TOP ELEV.	FL IN	FL OUT
SS-MH1	STANDARD MANHOLE	48" ø	378.89	365.79	365.69
SS-MH2	STANDARD MANHOLE	48" ø	381.08	365.12	365.02
SS-MH3	STANDARD MANHOLE	48" ø	379.17	364.97	364.87
SS-MH4	STANDARD MANHOLE	48" ø	373.66	363.96	363.86
SS-MH-EX1	EXISTING MANHOLE	48" ø	370.95	363.30	363.06

AS-BUILT SANITARY SEWER SCHEDULE - PIPES					
NAME	SIZE/TYPE	US FL	DS FL	LENGTH	SLOPE
SS-P1	8"ø PVC	365.69	365.12	120.8	0.47%
SS-P2	8"ø PVC	365.02	364.97	36.0	0.14%
SS-P3	15"ø PVC	364.87	363.96	215.6	0.42%
SS-P4	15"ø PVC	363.86	363.30	157.1	0.36%

AS-BUILT WYE REPORT

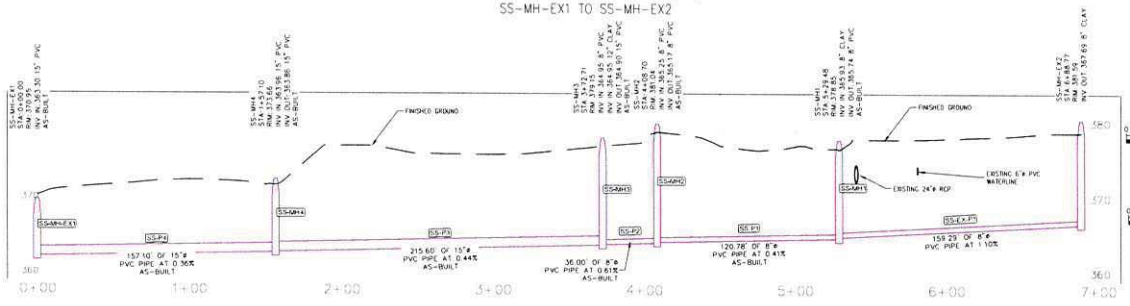
SS-MH4 TO SS-MH3
0+29.5, WYE, RIGHT, EXT. 14 LF OF 8"ø PVC, SERVES LOT 2 OF A MINOR SUBDIVISION OF LOT 6 OF CAPE WEST CROSSINGS - PHASE 6 AMENDED DOCUMENT NUMBER 2017-05952

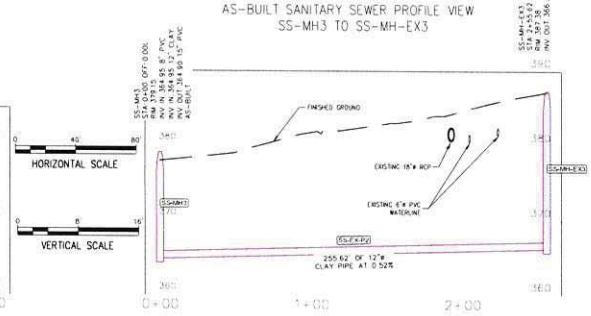
AS-BUILT QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	8" Diameter SDR-35 PVC Sanitary Pipe	L.F.	157
2	15" Diameter SDR-35 PVC Sanitary Pipe	L.F.	373
3	Standard 48" Diameter Sanitary Sewer Manhole	Each	4

RECORD DRAWING NOTES

THE SANITARY SEWER MAIN INFORMATION INDICATED HEREON HAS BEEN VERIFIED IN THE FIELD AND IS CONSIDERED TO BE RECORD INFORMATION. THE SANITARY SEWER WYE INFORMATION INDICATED HEREON WAS PROVIDED BY THE CITY OF CAPE GIRARDEAU INSPECTORS, AND IS SUBJECT TO ANY INACCURACIES IN THOSE NOTES.





HORIZONTAL SCALE

VERTICAL SCALE

KOEHLER ENGINEERING AND LAND SURVEYING, INC.
Civil Engineering and Surveying Services
194 Cover Lane - Cape Girardeau, MO 63701
Phone: 573.335.3026 - Fax: 573.335.3046
www.koehlerengineering.com

RECORD PLANS FOR SANITARY SEWER MAIN AT CAPE WEST CROSSINGS

CAPE GIRARDEAU, MO 63701

JEFF MAUER

SEAL

REV.	DATE	DESCRIPTION

KEYED SHEET AND SANITARY SEWER PLAN AND PROFILE VIEW

KELS PJCT NO. 3807K	OWNR PJCT NO.
DESIGNED BY: AR	
DRAWN BY: AR	SHEET NO.
CHECKED BY: AR	R2.0
DATE: 08.28.2019	

Staff:	Kelly Green, P.E., City Engineer	**AGENDA REPORT** Cape Girardeau City Council	**19-230**
Agenda:	10/16/2019		

SUBJECT

A Motion to Accept the Improvements and Authorize Final Payment to Fronabarger Concreters, Inc. for the Margaret and Janet Drives Stormwater Drainage Improvements, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

This project consisted of removing existing stormwater pipes and installing new pipes and box culverts. The locations for the work to be performed were on Margaret Drive from Janet Drive to Marvin. The contactor was responsible for furnishing all labor, equipment, and materials necessary for the improvement and construction required per the improvement plans, specifications, and construction documents.

BACKGROUND/DISCUSSION

The Notice to Bid was publicly advertised and bids were taken on June 26, 2018. Four bids were received, ranging from $1,446,959, to the low bid of $1,025,895. The Engineer's Estimate was $1,051,371. The low bid was submitted by Fronabarger Concreters, Inc. See the attached Engineer's Final Report for additional information.

FINANCIAL IMPACT

Funding for this project is provided by the Parks and Recreation Stormwater Tax Fund.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The new drainage improvements located on Margaret Drive and Janet Drive will aid with yard flooding issues that have been reoccurring in this area for some time.

STAFF RECOMMENDATION

Staff recommends the City Council, by motion, accept the improvements as presented and authorize final payment to Fronabarger Concreters, Incorporated for the Margaret and Janet Stormwater Improvements.

ATTACHMENTS:

Name:	Description:
Engineer_s_Final_Report.pdf	Engineer's Final Report

CITY *of* CAPE GIRARDEAU

DEVELOPMENT SERVICES

October 9, 2019

Engineer's Final Report for the Margaret & Janet Drainage Improvements

To the City Manager
Of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report that the Margaret & Janet Stormwater Drainage Improvements project has been completed by Fronabarger Concreters, Incorporated.

Construction of this project consisted of installation of 1,944.5 LF of various sized RCP, 780.5 LF of various sized HDPP, 1,288.5 LF of various sized concrete box culvert, 18 drop inlets, and replacement of 2,673 SY of concrete sidewalk, driveways, street pavement, and curb and gutter.

The original contract time was two hundred (200) calendar days for substantial completion and two hundred thirty (230) calendar days for final completion. The Notice to Proceed was issued with a start date of September 4, 2018. Per the days in the contract, the substantial completion date was March 23, 2019 and final completion was April 22, 2019. Due to the excessively wet spring, there was a delay in finishing the project. Change Order #3 and Final added ninety (90) calendar days to the Final Completion date, making the new deadline July 22, 2019. The contractor successfully met this deadline.

The original contract amount was $1,025,895.00. There were two Change Orders during the course of the project. Due to budget constraints, Change Order #1 decreased the contract by removing the section of work that would remove the box culvert on Margaret Drive between Marvin Street and Leroy Drive. This deducted $319,232.00 from the contract, making the new contract amount $706,663.00. Change Order #2 brought all contract items to as-built quantities. This added $69,988.66 to the contract for a final construction cost of $776,651.66.

I have computed the cost of said improvement as follows:

No	Item	Quantity	Unit	Unit Price	Total Price
1.	12" RCP	LF	122.5	$ 80.00	$ 9,800.00
2.	18" RCP	LF	64	$ 90.00	$ 5,760.00
3.	24" RCP	LF	195	$ 100.00	$ 19,500.00
4.	19" x 30" RCPA	LF	161	$ 120.00	$ 19,320.00
5.	29" x 45" RCPA	LF	332	$ 145.00	$ 48,140.00

6.	38" x 60" RCPA	LF	362.5	$ 210.00	$ 76,125.00
7.	2' x 2' Concrete Box Culvert	LF	0	$ 0.00	$ 0.00
8.	3' x 5' Concrete Box Culvert	LF	518	$ 325.00	$ 168,350.00
9.	3' x 6' Concrete Box Culvert	LF	271.5	$ 360.00	$ 97,740.00
10.	3' x 8' Concrete Box Culvert	LF	499	$ 405.00	$ 202,095.00
11.	Type C Drop Inlet (2.5' x 3')	EA	0	$ 2,500.00	$ 0.00
12.	Type E 3' x 3' Drop Inlet	EA	0	$ 0.00	$ 0.00
13.	Type E Drop Inlet (7' x 7')	EA	2	$ 4,850.00	$ 9,700.00
14.	Type E Drop Inlet w/ Side Spillway	EA	0	$ 4,000.00	$ 0.00
15.	Type 3 Drop Inlet (6' x 3')	EA	16	$ 2,500.00	$ 40,000.00
16.	Type 3 Drop Inlet (6' x 5')	EA	0	$ 3,500.00	$ 0.00
17.	Type 3 Drop Inlet (6' x 7')	EA	0	$ 4,000.00	$ 0.00
18.	Storm Manhole Risers	EA	6	$ 1,000.00	$ 6,000.00
19.	Tie-in to Existing Drop Inlet	EA	2	$ 1,000.00	$ 2,000.00
20.	4" Concrete Sidewalk	SY	305	$ 58.00	$ 17,690.00
21.	6" Concrete Driveways	SY	167	$ 60.00	$ 10,020.00
22.	Concrete Curb & Gutter	SY	397	$ 135.00	$ 53,595.00
23.	7" Concrete Pavement	SY	1804	$ 60.00	$ 108,240.00
24.	24" x 18" x 8' Concrete Pads	EA	2	$ 750.00	$ 1,500.00
25.	Removal of Improvements	LS	1	$ 85,000.00	$ 85,000.00
26.	Slope Paving with Baffle Blocks & Guard Rail	LS	1	$ 27,820.00	$ 27,820.00
27.	Traffic Control	LS	1	$ 7,500.00	$ 7,500.00
28.	New Storm Manhole Section	EA	5	$ 2,000.00	$ 10,000.00
Change Order #1					
29.	15" RCP	LS	122.5	$ 90.00	$ 11,025.00
30.	24" HDPP	LS	125	$ 90.00	$ 11,250.00

31.	30" HDPP	LS	283	$ 102.00	$ 28,866.00
32.	36" RCP	LS	49	$ 120.00	$ 5,880.00
33.	36" HDPP	LS	332.5	$ 110.00	$ 36,575.00
34.	36" RCP	LS	30	$ 132.00	$ 3,960.00
35.	42" RCP	LS	506	$ 192.00	$ 97,152.00
36.	Junction Box for 15 inch RCP on Delwin Street	EA	1	$ 2,500.00	$ 2,500.00
Change Order No. 2 & Final					
37	8" Sanitary Sewer	LS	1	$ 26,068.56	26,068.56
38	42" Headwall Outlet At Margaret/Janet Drive	LF	16	$ 325.00	325.00
39	Sanitary Sewer Lateral Adjustments	EA	3	$ 500.00	500.00
40	Junction Box At 42" Headwall	EA	1	$ 3,500.00	3,500.00
41	Truncated Domes	SF	20	$ 20.00	20.00
42	15" HDPP	LF	40	$ 90.00	90.00

TOTAL CONSTRUCTION CONTRACT ITEMS $ 776,651.66

LESS PREVIOUS PAYMENTS $ 761,118.63

AMOUNT DUE THE CONTRACTOR $ 15,533.03

CONSULTANT FEES $ 14,582.03

DESIGN ENGINEERING COSTS $ 21,115.85

CONSTRUCTION ENGINEERING/INSPECTION COSTS $ 38,192.94

OTHER COSTS $ 2,296.66

TOTAL PROJECT COSTS **$ 852,839.14**

At the Council Meeting held on January 5, 2009 the City and Waters Engineering, Inc. entered into a General Services Agreement for projects relating to the Parks and Recreation Stormwater

Projects, Phase 1, by Resolution No. 2408. This General Services Agreement would allow the City to enter into Task Orders for specific projects as needed.

On July 20, 2009 Amendment No. 1 to Addendum No. 1 was signed to the 2007 General Engineering Services Agreement with Water Engineering, Inc., for the Margaret Street & Janet Drive Drainage Improvement Project. The project was designed but never built due to budget constraint and concerns.

A General Services Agreement was executed on April 16, 2018 with Waters Engineering, Inc. for future Parks and Recreation Stormwater projects.

In April of 2018 the City asked Waters Engineering, Inc. to update the plans and specifications to be bid out in late summer. The plans were presented to the public for comment at an open house meeting held on June 12, 2018. Residents in the affected areas were notified by mail.

On June 26, 2018 four (4) bids for this work were received. The low bid was submitted by Fronabarger Concreters, Inc. in the amount of $1,025,895.00 for the improvements. The Engineer's Estimate of Cost was $1,051,371.00.

Sincerely,

Kelly Green, P.E.
City Engineer

Margaret & Janet Drainage Improvements Project #6220
Project Reference Code 3827030-71189-6220
Purchase Order No. 190626

Staff:	Bruce W. Loy, Airport Manager	**AGENDA REPORT** Cape Girardeau City Council	**19-231**
Agenda:	10/16/2019		

SUBJECT

A State Block Grant Agreement with the Missouri Highways and Transportation Commission to fund the a Terminal Area Master Plan and Airport Layout Plan Update at the Cape Girardeau Regional Airport, in the City of Cape Girardeau, Missouri, Project No. 19-077A-1.

EXECUTIVE SUMMARY

The attached State Block Grant Agreement with the Missouri Highways and Transportation Commission (MoDOT) for $404,044, will fund a Terminal Area Master Plan (TAMP) study and associated Airport Layout Plan (ALP) Update. The grant requires a local match of $21,266. The total cost of the TAMP and ALP, which includes $2,250 for an Independent Fee Estimate (IFE), is $425,310. Initially, the TAMP Scope of Work included an airfield Airport Drainage Study, however, the Federal Aviation Administration (FAA) stated that such a study is not eligible for funding under this study, unless the City would provide an entire new Airport Master Plan Update, which is much more expensive and not a necessity at this time.

The TAMP is required in order to proceed with plans to purchase new airport property, build a new airport terminal, construct and relocate a new Air Traffic Control Tower, and various other land side facilities. The TAMP will research all of our current facility inventory, assess the need for new facilities and consider alternatives for various facility locations, infrastructure, expense, and various pros and cons of each. The main focus for the TAMP will be on the passenger terminal, Air Traffic Control Tower, additional land acquisition, and general aviation facility improvements.

Local funding for these facilities is possible due to the recent voter approval for an extension of the City of Cape Girardeau's Capital Improvement Tax. The TAMP and the ALP are necessary, however, in order for these proposed projects to be considered for additional funding from MoDOT and the FAA.

The Airport Drainage Study, at a cost of $49,430, can be completed under a separate consultant agreement utilizing 100% local City funds.

BACKGROUND/DISCUSSION

On August 6, 2019, Cape Girardeau, Missouri voters approved an extension of the City's Capital Improvement Tax (CIT) for an additional fifteen (15) years. While the emphasis of the CIT is for water quality and street improvements, the CIT also included funding projects for relocating City Hall and Airport improvements, more specifically, land acquisition, a new passenger terminal, and a new Air Traffic Control Tower.

The passenger terminal was remodeled in 1992 and is now in need of a number of structural and cosmetic improvements. With the introduction of regional jet service to Chicago O'Hare airport in December of 2017, the terminal interior had to be remodeled in order to provide a larger passenger screening area and secured passenger holding area. With the success of this new service, we are rapidly running out of room and have a major need for terminal changes and updates. It was concluded that a new terminal made more financial sense. Additionally, the Air Traffic Control Tower has structural damage from aged red iron and is also located where the controllers cannot see aircraft in blind spots caused by hangars that have been built over the past twenty years. Obviously, these problems resulted in the need to build a new tower at a new location.

As a result of these needs and our plans to build these new facilities, MoDOT and the FAA have required the City to complete a Terminal Area Master Plan Update (TAMP) and an updated Airport Layout Plan (ALP), as mentioned above. Although the plan is called a "terminal area plan", it will be a review of our current facilities and provide a needs analysis of all our land side facility requirements and alternatives, with associated costs. The cost for this project will be $425,310. The attached grant will fund 95% of the cost for these updates at $404,044, with the 5% City match of $21,266.

Because the airport has a history of drainage issues, particularly on the south side of the airfield, we had hoped to include am Airport Drainage Study (ADS) as a part of the scope of work to be included in this TAMP. Unfortunately, the Federal Aviation Administration (FAA) has determined the drainage study is ineligible for funding, unless we want to do a full Airport Master Plan update, which we feel is unnecessary and very expensive. Therefore, the $49,430 cost to complete the ADS will be solely the expense of the City. That expense will be included in a separate consultant agreement.

FINANCIAL IMPACT

The immediate financial impact to the City for this project will be $21,266, as outlined below:

	TOTAL	MoDOT	City
TAMP and ALP	$423,060		
Independent Fee Est.	2,250		
	$425,310	$404,044	**$ 21,266**

STAFF RECOMMENDATION

It is recommended that the City Council approve an ordinance allowing the City Manager to execute the attached Block Grant Agreement with the Missouri Highways and Transportation Commission, in the amount of $404,044, with a local match of $21,266, to fund a Terminal Area Master Plan and Airport Layout Plan Update, Project No. 19-077A-1, at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:	Description:
MODOT_State_Block_Grant_Amendment__Terminal_plan__Airport.doc	Ordinance
SBGA_City_of_Cape_19-077A-1.pdf	TAMP SBGA Grant 2019

BILL NO. 19-160 ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A STATE BLOCK GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO FUND A TERMINAL AREA MASTER PLAN AND AIRPORT LAYOUT PLAN UPDATE, AT THE CAPE GIRARDEAU REGIONAL AIRPORT

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City of Cape Girardeau, Missouri, a State Block Grant Agreement with the Missouri Highways and Transportation Commission, to fund a Terminal Area Master Plan and Airport Layout Plan Update, Project No. 19-077A-1, at the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Amendment shall be in substantially the form attached hereto, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

Article 2. Pursuant to Section 3.15(a) of the Charter of the City of Cape Girardeau, Missouri, this measure is adopted as an emergency measure as it constitutes a Bill concerning the immediate preservation of public peace, property, health, safety or morals. Specifically, in order to comply with the deadline to receive these funds, the City needs to complete the application process prior to the end of October, 2019. Accordingly, this ordinance will take effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ day of _____, 2019.

_____
Bob Fox, Mayor

(SEAL)

ATTEST:

_____
Gayle L. Conrad, City Clerk

CCO FORM: MO04
Approved: 03/91 (KR)
Revised: 03/17 (MWH)
Modified:

Sponsor : City of Cape Girardeau
Project No. 19-077A-1
Airport Name: Cape Girardeau Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement
--Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
--Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. BAN ON TEXTING WHILE DRIVING
35. SUSPENSION AND DEBARMENT
37. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
37. REQIRED FEDERAL PROVISIONS
38. EMPLOYEE PROTECTION FROM REPRISAL

SECTION III – PLANNING

39. AIRPORT LAYOUT PLAN
40. AIRPORT PROPERTY MAP
41. ENVIRONMENTAL IMPACT EVALUATION
42. EXHIBIT "A" PROPERTY MAP
43. MASTER PLAN

SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

44. RUNWAY PROTECTION ZONE

SECTION V - SPECIAL CONDITIONS

45. SPECIAL CONDITIONS

SECTION VI – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.
--Certificate of sponsor's attorney

Sponsor: City of Cape Girardeau
Project No. 19-077A-1
Airport Name: Cape Girardeau Regional

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATE BLOCK GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Cape Girardeau (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Terminal Area Master Plan and Airport Layout Plan Update;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to December 31, 2021. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation easements and address any and all encumbrances. Satisfactory evidence will consist

of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Four Hundred Four Thousand Forty-Four Dollars ($404,044) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety-five percent (95%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Twenty-One Thousand Two Hundred Sixty-Six Dollars ($21,266).

(A) The amount of matching funds stated above represents five percent (5%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

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

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before October 15, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the 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.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation if necessary, to recover federal funds spent fraudulently, wastefully,

in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, 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 effort 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 shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

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

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, “MoDOT”) within the earlier of thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars ($750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, “ACs") for AIP projects and/or the Commission’s specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission’s specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission’s specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases’/agreements’ terms and payments at least every five (5) years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

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

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

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

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall

impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

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

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

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

(24) INDEMNIFICATION:

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

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102
(573) 526-7912
(573) 526-4709 FAX
email: Amy.Ludwig@modot.mo.gov

Sponsor: Mr. Bruce Loy
Cape Girardeau Regional Airport
P.O. Box 617
Cape Girardeau, MO 63702
(573) 334-6230
(573) 334-0499 FAX
email: bloy@cityofcapegirardeau.org

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements covered by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

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

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars ($100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars ($100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

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

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding

by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: 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:

(A) 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.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if 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 individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "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 Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission 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) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at http://fedgov/dnb/com/webform).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;

b. Gross waste of Federal funds;

c. An abuse of authority relating to implementation or use of Federal funds;

d. A substantial and specific danger to public health or safety; or

e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;

b. An Inspector General;

c. The Government Accountability Office;

d. A Federal office or employee responsible for oversight of a grant program;

e. A court or grand jury;

f. A management office of the Sponsor; or

g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) 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.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

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

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall update and keep the ALP drawings and corresponding narrative report current with

regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated August 1, 2003, will be updated as part of this grant project and incorporated into the Airport Property Map in the ALP. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

(43) MASTER PLAN: The Sponsor shall hire a qualified engineering/planning consultant to develop/update a master plan to identify the projected demand/development needs of the airport. The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the Commission and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the Commission and the FAA.

(44) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: 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 and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and 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 Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor 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.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and 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 Commission and the FAA.

(45) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars ($100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars ($250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(D) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

> "The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where "recipient" means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

> "MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation's DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient's DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*)."

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(E) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Sponsor this _____ day of _____, 20___.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF CAPE GIRARDEAU

By _____

Title _____

Attest:

By _____

Title _____

Ordinance No. _____
(if applicable)

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 have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. 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 constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF CAPE GIRARDEAU

_____
Name of Sponsor's Attorney (typed)

_____
Signature of Sponsor's Attorney

Date _____

APPENDIX STATE BLOCK GRANT AGREEMENT

Purpose

The purpose of this appendix is to provide the sponsors with sufficient information to carry out the terms of the state block grant agreement and implement their project.

The key items are listed below and are available on the MoDOT website (http://www.modot.mo.gov/), the FAA website (http://www.faa.gov/index.cfm), the State Block Grant Program Guidance Handbook or other website as indicated.

EXHIBIT 1

Aviation - Grant Programs, Documentation, Guidance

State Block Grant Program (Federal Funds)

MoDOT Guidance Handbook

- About the Handbook *(26 kb, 1 page)*
- Index *(57 kb, 3 pages)*
- Section 1 - Grant Application and Project Selection *(35 kb, 5 pages)*
- Section 2 - Project Environmental Requirements *(27 kb, 3 pages)*
- Section 3 - Airport Planning Projects *(29 kb, 4 pages)*
- Section 4 - Land Acquisition *(14 kb, 3 pages)*
- Section 5 - Procurement of Engineering Services *(35 kb, 4 pages)*
- Section 6 - Project Development *(77 kb, 11 pages)*
- Federal-Required Documentation Checklist (Advertising) *(38 kb, 1 page)*
- Federal-Required Documentation Checklist (Construction Projects) *(38 kb, 1 page)*

FAA Airport Sponsor Guide

State Aviation Trust Fund Program (State Funds)

State Aviation Trust Fund Program Procedures *(51 kb, 5 pages)* State Required Documentation Checklist *(44 kb, 1 page)*

Sponsor CIP Submittal

Sponsor's Guide on Submitting CIP *(980 kb, 11 pages)* MoDOT AirportIQ System Manager (ASM) Website

Financial Forms

Grant Funding Application *(424 kb, 22 pages)* Air Service Development Application State Transportation Assistance Revolving (STAR) Loan Application Outlay Report and Request for Reimbursement (Federal 95%) (Form 271) *(106 kb, 1 page)* Request for Payment (State 90%) *(100 kb, 1 page)*

Consultant Procurement

Sample Advertisement Consultant Selection ACEC MO Qualifications Based Selection (QBS) Guidance MSPE Qualifications Based Selection (QBS) Guidance

Federally Funded Projects

FAA Advisory Circular 150/1500-14E-Architectural, Engineering, and Planning Consultant Services For Airport Grant Projects

Aviation Project Consultant Agreement *(256 kb, 43 pages)* -Exhibit IV- Derivation of Consultant Project Costs *(53kb, 1 page)* -Exhibit V -Engineering Basic and Special Services-Cost Breakdown *67 kb, 1 page)*

Aviation Project Consultant Supplemental Agreement No. 1 *(103 kb, 5 pages)* -Exhibit IV- Derivation of Consultant Project Costs (Construction) *(56 kb, 1 page)* -Exhibit V -Engineering Construction Services-Cost Breakdown *(65 kb, 1 page)*

Sample Letter of Recommendation of Approval for Project Consultant Agreement *(22 kb, 1 page)* Sponsor Certification for Selection of Consultants (form) *(38 kb, 2 pages)*

State Funded Projects Missouri Revised Statutes Sections 8.285-8.291 *(23 kb, 2 pages)* State Aviation Trust Fund Project Consultant Agreement *(189 kb, 35 pages)*

-Exhibit IV- Derivation of Consultant Project Costs *(53 kb, 1 page)* -Exhibit V -Engineering Basic and Special Services-Cost Breakdown *(67 kb, 1 page)* Sample Letter of Recommendation of Approval for Project Consultant Agreement *(22 kb, 1 page)* Certification of Compliance (form) *(33 kb, 1 page)*

Airports Resources

Obstructions Evaluation Submission (electronic 7460-1) Notice of Proposed Landing 7480-1 (form) FAA Series 150 Advisory Circulars for Airports FAA Airport's GIS Website Aeronautical GIS Survey Scope of Work Request for new or amended Instrument Approach Procedures Airport Layout Plan (ALP) and Narrative Checklist *(277 kb, 10 pages)* VGSI Data Form and Request for Flight Inspection *(55 kb, 1 page)*

Land Acquisition

Land Acquisition Guidance MoDOT Approved Appraiser List Sponsor Certification for Certificate of Title (form) *(85 kb, 12 pages)* Sponsor Certification of Environmental Site Assessment (form) *(43 kb, 2 pages)* Sponsor Certification for Real Property Acquisition (form) *(48 kb, 3 pages)* Exhibit A Property Map Guidance

Environmental

Environmental Guidance Undocumented Categorical Exclusion Letter (Environmental Clearance Letter) *(21kb, 1 page)* Documented Categorical Exclusion-FAA SOP 5.XX *(355 kb, 8 pages)* Documented Categorical Exclusion-MoDOT Signature Page *(24 kb, 1 page)*

Compliance

Compliance Guidance Standard DOT Title VI Assurances *(43 kb, 4 pages)* Sponsor Questionnaire-Airport Compliance Status *(130 kb, 16 pages)* FAA/MoDOT Lease Requirements, Recommendations, and Guidance *(95 kb, 5 pages)*

Utility Adjustments

Utility Agreement *(71 kb, 36 pages)*

Engineering, Design, and Construction

Sponsor Certifications For Federally Funded Projects

- Sponsor Certification for Conflict of Interest
- Sponsor Certification for Drug-Free Workplace
- Sponsor Certification for Projects Plans and Specifications *(46 kb, 2 pages)*
- Sponsor Certification for Equipment/Construction Contracts *(46 kb, 3 pages)*
- Sponsor Certification for Construction Project Final Acceptance *(46 kb, 3 pages)*
- Sponsor Certification for Equipment Final Acceptance *(38 kb, 2 pages)*

Construction Project Items

Federal Projects

- Weekly DBE Compliance Review Report *(38 kb, 2 pages)*

Federal & State Projects

- Sample Letter of Recommendation to Award for Construction Contracts *(22 kb, 1 page)*
- Weekly Construction Progress and Inspection Report *(35 kb, 1 page)*
- Weekly Wage Rate Interview Report *(32 kb, 1 page)*
- Change Order and Supplemental Agreement Instructions *(68 kb, 3 pages)*
- Change Order and Supplemental Agreement Form (Auto) *(28 kb, 1 page)*

Project Closeout Items

Federal Projects

- Sample Certification Letter from Prime Contractor Regarding DBE's *(24 kb, 1 page)*
- DBE Documentation – Final Construction Report

Federal & State Projects

- Final Testing Report (Checklist) *(70 kb, 3 pages)*
- Electrical Systems Testing Report *(36 kb, 1 page)*
- Precision Approach Path Indicator (PAPI) Inspection Report *(47 kb, 1 page)*
- Contractor's Certification Regarding Settlement of Claims *(37 kb, 12 pages)*

MoDOT Construction Specifications

Federally Funded Projects

- Federal-Preparation of Project Plans and Specifications *(307 kb, 127 pages)*
- Federal-Construction Observation Program *(293kb, 22 pages)*
- Federal-Preparation of Equipment Specifications *(240 kb, 42 pages)*
- AC 150/5370-10G Standards for Specifying Construction of Airports

Federal & State Projects

- Construction Observation Program (Non-Paving) *(91 kb, 10 pages)*
- Construction Observation Program-Required Tests and Certifications *(75 kb, 17 pages)*
- Construction Project Review Level Matrix
- Construction Plans Full Review Checklist
- Construction Plans General Review Checklist
- Safety Plan Checklist

State Funded Projects

- State-Preparation of Project Plans and Specifications *(585 kb, 84 pages)*
- State-Construction Observation Program *(266 kb, 18 pages)*
- MO-100 Mobilization *(28 kb, 1 page)*
- MO-152 Excavation and Embankment *(71 kb, 11 pages)*
- MO-155 Fly Ash Treated Subgrade *(45 kb, 5 pages)*
- MO-156 Erosion and Sediment Control *(50 kb, 6 pages)*
- MO-161 Woven Wire Fence with Steel Posts *(37kb, 3 pages)*
- MO-162 Chain-Link Fences *(39 kb, 3 pages)*
- MO-209 Crushed Aggregate Base Course *(35 kb, 4 pages)*
- MO-401S Plant Mix Bituminous Pavements *(87 kb, 14 pages)*
- MO-500 Joint and Crack Resealing-Concrete Pavement *(36 kb, 3 pages)*
- P-501 Portland Cement Concrete Pavements is now required for Aviation Projects in Missouri. Find the form on the linked FAA page. *(effective May 2013)*
- MO-601 Surface Preparation *(38 kb, 4 pages)*
- MO-602 Bituminous Prime Coat *(29 kb, 2 pages)*
- MO-603 Bituminous Tack Coat *(29 kb, 2 pages)*
- MO-610 Structural Portland Cement Concrete *(45 kb, 5 pages)*
- MO-620 Runway and Taxiway Painting *(43 kb, 4 pages)*

- MO-622 Crack and Joint Sealing-Bituminous Pavement *(31 kb, 3 pages)*
- MO-623 Pavement Friction Sealcoat Surface Treatment *(48 kb, 5 pages)*
- MO-701 Pipe for Storm Drains and Culverts *(38 kb, 4 pages)*
- MO-706 Prefabricated Underdrains *(54 kb, 5 pages)*
- MO-901 Seeding *(71 kb, 7 pages)*
- MO-905 Topsoiling *(25 kb, 2 pages)*

○ MO-908 Mulching *(27 kb, 2 pages)* **MoDOT Electrical Specifications** (State Funded Projects)
○ MO-101 Airport Rotating Beacons *(39 kb, 5 pages)*
○ MO-103 Airport Beacon Towers *(36 kb, 4 pages)*
○ MO-107 Airport 8-Foot and 12-Foot Wind Cones *(36 kb, 4 pages)*
○ MO-108 Underground Power Cable for Airports *(402 kb, 12 pages)*
○ MO-109 Airport Prefabricated Housing and Equipment *(373 kb, 7 pages)*
○ MO-110 Airport Underground Electrical Duct Banks and Conduits *(56 kb, 8 pages)*
○ MO-120 Airport Precision Approach Path Indicator (PAPI) System *(41 kb, 5 pages)*
○ MO-125 Airport Lighting Systems and Guidance Signs *(51 kb, 5 pages)*

Airports Central Region – AIP Guide Index

This guide has been prepared to assist Central Region airport owners and their consultants in obtaining and administering an Airport Improvement Program (AIP) grant. Users of this guidance shall note that requirements for AIP participation are established within applicable United States Code, Public Law, Federal Regulations and official FAA policy. The supplemental guidance and best practices provided within this guide are not attended to create additional participation requirements over and above that established by statute, regulation, or official FAA policy. In the event this guidance conflicts with current AIP policy, the AIP policy has precedence. Web site address http://www.faa.gov/airports/central/aip/sponsor_guide/

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FAA Airports

ASSURANCES Airport Sponsors

A. General.

1 These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2 These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3 Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act -40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act -29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 -Section 106 -16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 -16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act -25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 -Section 102(a) -42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 -29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 -42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 -Section 403-2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act -40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act -18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 -42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 -31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 -41 U.S.C. 702 through 706.
z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 -Equal Employment Opportunity[1]
b. Executive Order 11990 -Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 -Intergovernmental Review of Federal Programs
e. Executive Order 12699 -Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 -Environmental Justice

Federal Regulations

a. 2 CFR Part 180 -OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 -Audits of States, Local Governments, and Non-Profit

Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 -Investigative and Enforcement Procedures14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 -Airport noise compatibility planning.
f. 28 CFR Part 35-Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 -U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 -Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 -Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 -Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 -Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 -Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 -New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation -effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 -Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 -Denial of public works contracts to suppliers of goods and services of countries that deny

procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 -Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

5

Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

6

Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

6. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power,

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

1. **Economic Nondiscrimination.**
2. **Exclusive Rights.**

b It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its
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title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport

facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an
existing airport facility due to a change in the Secretary's design standards beyond
the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§
21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.
b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if
(1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ _ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

1. **Relocation and Real Property Acquisition.**

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's

2. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor’s DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner’s expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that

1) Describes the requests;

2) Provides an explanation as to why the requests could not be accommodated; and

3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28E	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operation Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue Fire and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Fire Fighting Station Building Design

150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specifications for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance –Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys; Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS; Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste

150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength – PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specifications for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specifications for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specifications for L-823 Plug And Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)

150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/3570-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/3570-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/3570-15B	Airside Applications for Artificial Turf
150/3570-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/3570-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program (PMP)
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

The MoDOT DBE Program is available on the MoDOT website at the following address: http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-232**
Agenda:	10/16/2019		

SUBJECT

An Ordinance approving the Record Plat of Ahrens Second Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 1531 Mississippi Street and 1035 Scherer Lane.

BACKGROUND/DISCUSSION

A record plat has been submitted for Ahrens Second Subdivision, located at 1531 Mississippi Street and 1035 Scherer Lane. The properties are zoned R-2 (Single-Family Urban Residential). The plat reconfigures several tracts to form two new lots. The plat shows variances for reduced lot area and width, which staff supports because the proposed lot lines are logical given the existing yards and improvements. The plat also shows an exception for the omission of the required 10 foot utility easement in certain locations, which staff supports because the City utilities are existing and located in the right-of-way.

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 October 2, 2019 meeting, recommended approval of the record plat with a vote of 7 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record_Plat_Ahrens_Second_Subdivision.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Ahrens Second Subdivision - Staff RRA Form
Map_-_Ahrens_Second_Subdivision.pdf	Ahrens Second Subdivision - Map
Ahrens_Second_Subdivision_-_Application.pdf	Ahrens Second Subdivision - Application
Ahrens.pdf	Ahrens Second Subdivision - Record Plat

BILL NO. 19-163 ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF AHRENS SECOND SUBDIVISION

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

ARTICLE 1. The record plat of Ahrens Second Subdivision, being a Resubdivision of Part of Lots 9 and 10 and All of Lot 11, All in Block 8 of Monticello Addition as recorded in Plat Book 2 at Page 60 of the Land Records of Cape Girardeau County, Missouri, and All of a Vacated Public Alley as recorded in Document Number 2017-07607 of the Land Records of Cape Girardeau County, Missouri, All in the City and County of Cape Girardeau, State of Missouri, submitted by the Jacqueline Rose Ahrens Revocable Trust Dated July 7, 2006, bearing the certification of Timothy J. Sander, a Registered Land Surveyor, dated the 8th day of July, 2019, including all variances and exceptions, 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 _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action - Subdivision Application

FILE: **Ahrens Second Subdivision**

LOCATION: 1531 Mississippi Street
1035 Scherer Lane

STAFF REVIEW & COMMENTS:

A record plat has been submitted reconfigures a tract of land into two (2) lots. SEE STAFF REPORT FOR MORE DETAILS.

City Planner — Date: 9/12/19

City Attorney — W. ERIC CUNNINGHAM — Date: SEPT. 20, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager — Date: Sept 20, 2019

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☑	☐	☐
Jeff Glenn	☐	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☑	☐	☐
Derek Jackson	☑	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☐	☐	☐				

VOTE COUNT: 7 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ **Effective Date:** _____

CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action - Subdivision Application

FILE: **Ahrens Second Subdivision**

LOCATION: 1531 Mississippi Street
1035 Scherer Lane

STAFF REVIEW & COMMENTS:

A record plat has been submitted reconfigures a tract of land into two (2) lots. SEE STAFF REPORT FOR MORE DETAILS.

City Planner — Date: 9/12/19

City Attorney — Date: SEPT. 20, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager — Date: Sept 20, 2019

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☑	☐	☐
Jeff Glenn	☐	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☑	☐	☐
Derek Jackson	☑	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☐	☐	☐				

VOTE COUNT: 7 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ **Effective Date:** _____

SUBDIVISION PLAT APPLICATION

CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Name of Subdivision Ahrens Second		**Type of Plat: Preliminary, Record, or Boundary Adjustment**	
Applicant Jacqueline Ahrens		**Property Owner of Record** *(if other than Applicant)*	
Mailing Address 1531 Mississippi	City, State, Zip Cape Girardeau	Mailing Address	City, State, Zip
Telephone 573-450-0048	Email jrahrens@sbcglobal.net	Telephone	Email
Contact Person *(If Applicant is a Business or Organization)*		*(Attach additional owners information, if necessary)*	
Professional Engineer/Surveyor *(if other than Applicant)*		**Developer** *(if other than Applicant)*	
Mailing Address	City, State, Zip	Mailing Address	City, State, Zip
Telephone	Email	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)
- Single-Family or Two-Family Residential: $20.00 per lot ($100.00 minimum)
- Multi-Family Residential: $20.00 per dwelling unit ($100.00 minimum)
- Non-Residential : $20.00 per acre ($100.00 minimum)

___ Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	$44.00	$24.00
24" x 36"	$69.00	$29.00

(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)

___ Two (2) full size prints of the plat

___ Digital file of the plat in .pdf format (can be emailed)

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. I acknowledge that plats for subdivisions involving public improvements will be held from City Council review until the improvements are completed and ready for acceptance by the City, or an escrow agreement for the improvements is executed. I further acknowledge that plats for subdivisions involving common land and/or elements require the submission of covenants and a deed ensuring the perpetual maintenance and supervision of the common land and/or elements by trustees prior to recording of the record plat.

Jacqueline R Ahrens — 9-4-19

Applicant Signature and Printed Name — Date

OFFICE USE ONLY

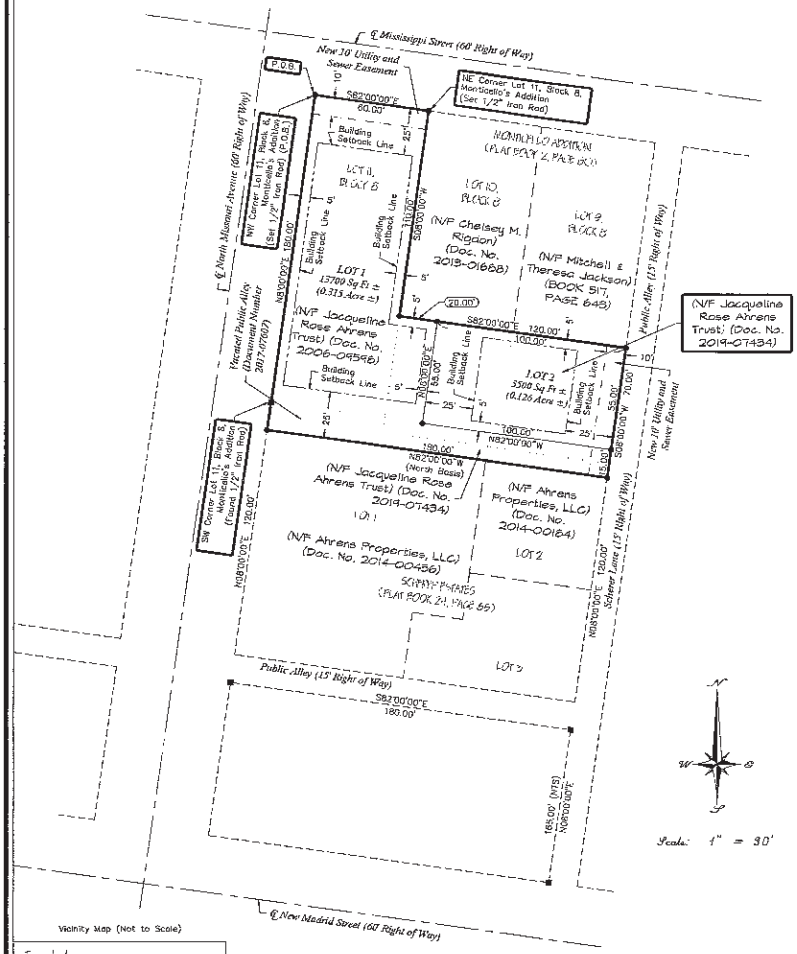
Date Received & By 9-4-19 MUNIS Application No. 9199

Planning & Zoning Commission Recommendation _____ Date _____

City Council Final Action _____ Date _____

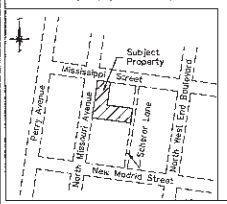
Record Plat: Ahrens Second Subdivision

[A Resubdivision of Part of Lots 9 and 10 and All of Lot 11, All in Block 8 of Monticello Addition as recorded in Plat Book 2 at Page 60 of the Land Records of Cape Girardeau County, Missouri, and All of a Vacated Public Alley as recorded in Document Number 2017-07607 of the Land Records of Cape Girardeau County, Missouri, All in the City and County of Cape Girardeau, State of Missouri]



(N/F Jacqueline Rose Ahrens Trust) (Doc. No. 2019-07434)

Vicinity Map (Not to Scale)



NO PORTION OF THE ABOVE DESCRIBED PARCEL LIES WITHIN THE 100 YEAR FLOOD PLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0258E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

ASSESSOR'S MAP NUMBER 16-214

PROPERTY SURVEY CLASS....."URBAN"

LOT SIZES
TOTAL NUMBER OF LOTS = 2
SMALLEST LOT – 5,500 Sq Ft ±
LARGEST LOT – 13,700 Sq Ft ±
TOTAL AREA = 19,200 Sq Ft ±

ZONING
CURRENT ZONING = R2
(SINGLE-FAMILY URBAN RESIDENTIAL DISTRICT)

MINIMUM BUILDING SETBACKS
FRONT YARD – 25'
REAR YARD – 25'
SIDE YARD – 5'

MAXIMUM HEIGHT = 2 1/2 STORIES / 35'
MINIMUM LOT AREA = 8,000 Sq Ft
MINIMUM LOT WIDTH = 60'
MAXIMUM DENSITY = 6 UNITS PER ACRE

VARIANCES SHOWN FOR THE FOLLOWING:

1. MINIMUM LOT AREA FOR LOT 2 (8,000 S.F. REQUIRED; 5,500 S.F. PROPOSED)
2. MINIMUM LOT WIDTH FOR LOTS 1 AND 2 (60 FT. REQUIRED; 15 FT. AND 55 FT. PROPOSED, RESPECTIVELY)
3. FRONT YARD SETBACK FOR LOT 1 ALONG NORTH MISSOURI AVENUE (25 FT. REQUIRED; 5 FEET PROPOSED)

EXCEPTION SHOWN FOR THE FOLLOWING:

1. OMISSION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE NORTH MISSOURI AVENUE RIGHT OF WAY LINE AND ALONG THE REAR LOT LINES OF BOTH LOTS.

RECORD OWNER
JACQUELINE ROSE AHRENS
REVOCABLE TRUST DATED JULY 7, 2006
DOCUMENT NUMBER 2006-08598
DOCUMENT NUMBER 2019-07434

DEVELOPER OF SUBDIVISION
JACQUELINE ROSE AHRENS
1531 MISSISSIPPI STREET
CAPE GIRARDEAU MO
63701

PLAT PREPARED BY
SANDER LAND SURVEYING
TIMOTHY J SANDER, PLS
20052 US HIGHWAY 61
SIKESTON, MO
63801

SYMBOL LEGEND

1. ● – 1/2" IRON ROD (SET).
2. ■ – 1/2" IRON ROD (FND).
3. = SUBDIVISION BOUNDARY LINE.
4. = LOT LINE TO BE ELIMINATED.
5. = NEW LOT LINE.
6. = NEW EASEMENT LINE.
7. = BUILDING SETBACK LINE.
8. = ADJOINER PROPERTY LINE.
9. = RIGHT OF WAY LINE.
10. = STREET CENTERLINE.

TITLE REFERENCES

DOC. NO. 2006-08598 (SUB)
DOC. NO. 2019-07434 (SUB)
DOC. NO. 2017-07607 (SUB)
DOC. NO. 2014-00436 (ADJ)
DOC. NO. 2013-01688 (ADJ)
BOOK 517, PAGE 643 (ADJ)
DOC. NO. 2014-00184 (ADJ)

REFERENCES

1. NORTH BASIS ALONG THE NORTH LINE OF SCHERER ESTATES (N 82°00' W).
2. ABSTRACT OF TITLE.
3. P.O.B. = POINT OF BEGINNING.
4. (N.T.S.) = NOT TO SCALE.
5. N/F = NOW OR FORMERLY.
6. RECORD PLAT OF MONTICELLO ADDITION (PLAT BOOK 02, PAGE 60).
7. RECORD PLAT OF SCHERER ESTATES (PLAT BOOK 24, PAGE 65)
8. LOT 1 = ORIGINAL LOT NUMBERS.
   LOT 1 = NEW LOT NUMBERS.

SUBDIVISION DEDICATION

I, THE UNDERSIGNED, JACQUELINE ROSE AHRENS, TRUSTEE OF THE JACQUELINE ROSE AHRENS REVOCABLE TRUST DATED JULY 7, 2006, OWNER IN FEE OF PART OF LOTS 9 AND 10 AND ALL OF LOT 11, ALL IN BLOCK 8 OF MONTICELLO ADDITION AS RECORDED IN PLAT BOOK 2 AT PAGE 60 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND ALL OF A VACATED PUBLIC ALLEY AS RECORDED IN DOCUMENT NUMBER 2017-07607 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALL IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 19,200 SQUARE FEET, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at the Northwest Corner of Lot 11, Block 8 of said Monticello Addition (Set 1/2" Iron Rod), thence, along the South Line of Mississippi Street, S 82°00'00" E, 60.00 feet to the Northeast Corner of said Lot 11, Block 8; thence, along the East line of said Lot 11, Block 8, S 08°00'00" W, 110.00 feet; thence S 82°00'00" E, 120.00 feet to the East line of Lot 9, Block 8; thence, along said East line of said Lot 9, Block 8, S 08°00'00" W, 70.00 feet to the South Line of a Vacated 15.00 feet Public Alley; thence, along said South Line of said Public Alley, N 82°00'00" W, 180.00 feet to the East Right of Way Line of Missouri Avenue; thence, along said East Right of Way Line of Missouri Avenue, N 08°00'00" E, 180.00 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby subdivide said tract into two lots as shown hereon and do hereby name said subdivision "AHRENS SECOND SUBDIVISION". The utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri, in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and expansion of City water and sewer systems, and as may be authorized by the City of Cape Girardeau, Missouri to be used by a public or private utility provider for purposes related to the installation, maintenance, repair, replacement, and expansion of such utility systems.

_____
JACQUELINE ROSE AHRENS
TRUSTEE OF THE JACQUELINE ROSE AHRENS
REVOCABLE TRUST DATED JULY 7, 2006

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

On this _____ day of _____, 2019, before me, a Notary Public for said State and County, appeared Jacqueline Rose Ahrens, Trustee of the Jacqueline Rose Ahrens Revocable Trust Dated July 7, 2006, to me known to be the person described herein, who did execute the foregoing instrument, and who acknowledged that she executed the same as the free act and deed of said Trust.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this _____ day of _____ A.D., 2019.

My commission expires _____

_____
Notary Public

I, _____, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri, by Ordinance No. _____ passed and approved this _____ day of _____ A.D., 2019.

_____
City Clerk, City of Cape Girardeau, Missouri

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

Filed for record this _____ day of _____ A.D., 2019 in Document Number _____

_____
Andrew David Blattner, Recorder of Deeds
Cape Girardeau County, Missouri

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I, TIMOTHY J SANDER, HAVE SURVEYED THE FORGOING DESCRIBED PARCEL OF LAND AT THE REQUEST OF JACQUELINE ROSE AHRENS AND HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

DONE THIS 8 th. DAY OF JULY , 2019.

STATE OF MISSOURI
TIMOTHY J SANDER
PLS-2003013179
LAND SURVEYOR

_____
TIMOTHY J. SANDER, MO-PLS 2003013179
20052 US HIGHWAY 61
SIKESTON, MISSOURI 63801

C 30 60 90
SCALE IN FEET

DATE: 07/08/19 | DRAWN BY: TJS
REVISED: | CHECKED BY: TJS

SANDER LAND SURVEYING
TIMOTHY J. SANDER, PLS
20052 US HIGHWAY 61
SIKESTON, MISSOURI 63801
Phone Number: (573)450-2080 E-Mail: sanderserve2003@gmail.com

Staff:	Ryan Shrimplin, AICP - City Planner	**AGENDA REPORT** Cape Girardeau City Council	**19-233**
Agenda:	10/16/2019		

SUBJECT

An Ordinance approving the Record Plat of Scheibe's Addition.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 348 Country Club Drive.

BACKGROUND/DISCUSSION

A record plat has been submitted for Scheibe's Addition, located at 348 Country Club Drive. The property is zoned R-1 (Single-Family Suburban Residential). The plat reconfigures two lots. A variance is shown for a reduced lot width for Lot 2 (minimum of 80 feet required; 50 feet proposed). Staff supports the variance because no buildings will be constructed in that portion of the lot. An exception is shown for the omission of the required 10 foot utility easement along the rear lot line of Lot 1. Staff supports the exception because there are no existing or proposed City utilities in that area.

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 September 11, 2019 meeting, recommended approval of the record plat with a vote of 6 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record_Plat_Scheibe_s_Addition.doc	Ordinance
Staff_Review-Referral-Action_Form.pdf	Scheibe's Addition - Staff RRA Form
Map_-_Scheibe_s_Addition.pdf	Scheibe's Addition - Map
Application_-_Scheibe_s_Addition_Record_Plat.pdf	Scheibe's Addition - Application
Scheibe_sPlat.pdf	Scheibe's Addition - Record Plat

BILL NO. 19-164 ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF SCHEIBE'S ADDITION

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

ARTICLE 1. The record plat of Scheibe's Addition, being a Resubdivision of Lots 1 and 2 of Woodford Addition as Recorded in Plat Book 13 at Page 13 of the County Recorder's Office, in the City and County of Cape Girardeau, State of Missouri, submitted John S. Scheibe and Erika Scheibe, husband and wife, bearing the certification of Travis J. Steffens, a Registered Land Surveyor, dated the 3rd day of October, 2019, including all exceptions and variances, 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 _____, 2019.

_____
Bob Fox, Mayor

ATTEST:

_____
Gayle L. Conrad, City Clerk

CITY OF CAPE GIRARDEAU, MISSOURI

City Staff Review, Referral and Action - Subdivision Application

FILE: **Scheibe's Addition** LOCATION: Country Club Drive

STAFF REVIEW & COMMENTS:

A record plat has been submitted which subdivides a parcel into two (2) lots along Country Club Drive. SEE STAFF REPORT FOR MORE DETAILS.

City Planner _____ Date 8/26/19

City Attorney W. ERIC CUNNINGHAM Date AUGUST 26, 2019

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

City Manager _____ Date Aug. 26, 2019

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	☑	☐	☐	Bruce Skinner	☐	☐	☐
Jeff Glenn	☑	☐	☐	Doug Spooler	☑	☐	☐
Kevin Greaser	☑	☐	☐	Ed Thompson	☐	☐	☐
Derek Jackson	☐	☐	☐	Tom Welch	☑	☐	☐
Patrick Koetting	☑	☐	☐				

VOTE COUNT: 6 **Favor** 0 **Oppose** 0 **Abstain**

COMMENTS:

CITIZENS COMMENTING AT MEETING:

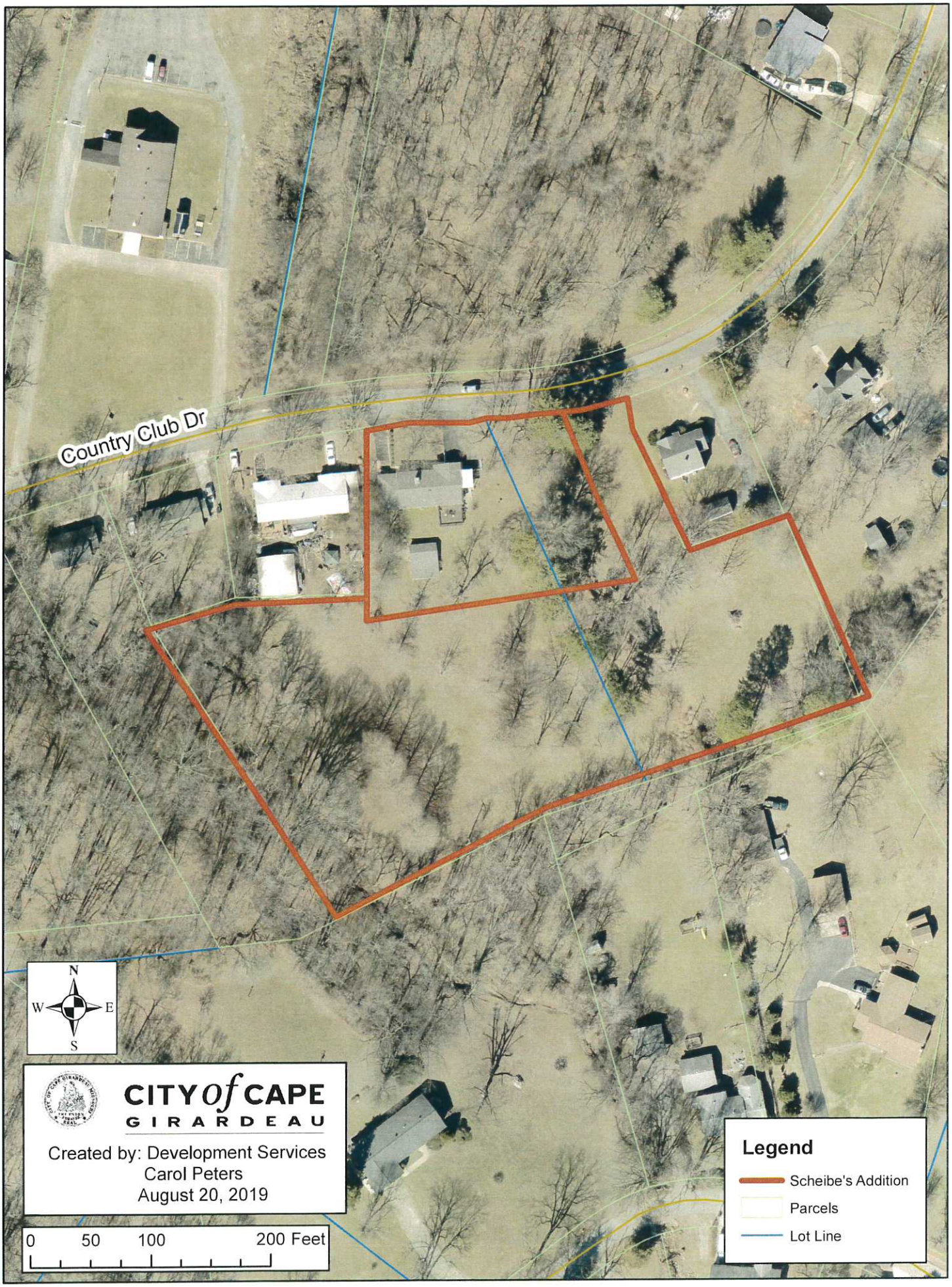
Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ **Effective Date:** _____

Scheibe's Addition



SUBDIVISION PLAT APPLICATION

CITY of CAPE GIRARDEAU

DEVELOPMENT SERVICES DEPARTMENT, 401 INDEPENDENCE ST, CAPE GIRARDEAU, MO 63703 (573) 339-6327

Name of Subdivision Scheibes ~~Woodford~~ Addition	**Type of Plat: Preliminary, Record, or Boundary Adjustment** Boundary Adjustment
Applicant John Scheibe	**Property Owner of Record** *(if other than Applicant)*
Mailing Address: 262 Capaha Trail; City, State, Zip: Cape Girardeau Mo 63701	Mailing Address: ; City, State, Zip:
Telephone: 573-335-0840; Email: jscheibe@semo.edu	Telephone: ; Email:
Contact Person *(If Applicant is a Business or Organization)*	*(Attach additional owners information, if necessary)*
Professional Engineer/Surveyor *(if other than Applicant)* Travis Steffens, PLS	**Developer** *(if other than Applicant)*
Mailing Address: 194 Coker Ln.; City, State, Zip: Cape Girardeau Mo 63701	Mailing Address: ; City, State, Zip:
Telephone: 573-335-3026; Email: tsteffens2@koehlerengineering.co	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)

Single-Family or Two-Family Residential: $20.00 per lot ($100.00 minimum)

Multi-Family Residential: $20.00 per dwelling unit ($100.00 minimum)

Non-Residential : $20.00 per acre ($100.00 minimum)

✓ Recording Fee Deposit (payable to City of Cape Girardeau)

Sheet Size	Record Plat	Boundary Adjustment Plat
18" x 24"	$44.00	$24.00
24" x 36"	$69.00	$29.00

(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)

✓ Two (2) full size prints of the plat

✓ Digital file of the plat in .pdf format (can be emailed)

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. I acknowledge that plats for subdivisions involving public improvements will be held from City Council review until the improvements are completed and ready for acceptance by the City, or an escrow agreement for the improvements is executed. I further acknowledge that plats for subdivisions involving common land and/or elements require the submission of covenants and a deed ensuring the perpetual maintenance and supervision of the common land and/or elements by trustees prior to recording of the record plat.

John S. Scheibe JOHN S. SCHEIBE — 7/15/2019

Applicant Signature and Printed Name — Date

OFFICE USE ONLY

Date Received & By 8-16-19 MUNIS Application No. _____

Planning & Zoning Commission Recommendation _____ Date _____

City Council Final Action _____ Date _____

Revised 08/11/2016

RECORD PLAT OF
SCHEIBE'S ADDITION

A RESUBDIVISION OF LOTS 1 AND 2 OF WOODFORD ADDITION AS RECORDED IN PLAT BOOK 13 AT PAGE 13 OF THE COUNTY RECORDER'S OFFICE, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

N
W E
S

NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

SUBDIVISION NOTES

LOT SIZES

TOTAL NUMBER OF LOTS: 2
SUBDIVISION SIZE: 130,793 SQ. FT. (3.00 ACRES)
SMALLEST LOT SIZE: 27,969 SQ. FT. (0.64 ACRES)
LARGEST LOT SIZE: 103,824 SQ. FT. (2.38 ACRES)

ZONING

ALL LOTS = R-1 (SINGLE FAMILY DWELLING FOR DISTRICT)
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM LOT WIDTH: 80 FT
MAXIMUM DENSITY: 4 UNITS PER ACRE

RECORD OWNERS

NOW OR FORMERLY
JOHN S. SCHEIBE & ERIKA SCHEIBE ET UX
DOC #2015-03287
PARCEL #105000000205000000

VARIANCE NOTE

A VARIANCE IS SHOWN FOR A REDUCED LOT WIDTH FOR LOT 2.

PLAT REFERENCE

WOODFORD ADDITION
BOOK 13 PAGE 13

BUILDING SETBACKS FOR R-1 ZONING

FRONT SETBACKS: 50 FEET
REAR SETBACKS: 25 FEET
SIDE SETBACKS: 6 FEET

PLAT PREPARED BY AND LAND SURVEYING SERVICES PROVIDED BY:

KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE CAPE GIRARDEAU, MO 63701
(573) 335-3026

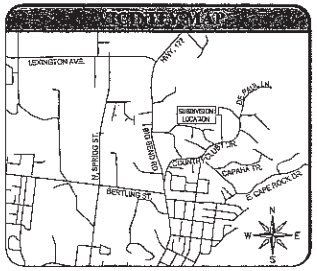
EXCEPTION NOTE

AN EXCEPTION IS SHOWN FOR THE DIVISION OF THE REQUIRED 10 FOOT UTILITY EASEMENT ALONG THE REAR LOT LINE OF LOT 1.

LEGEND

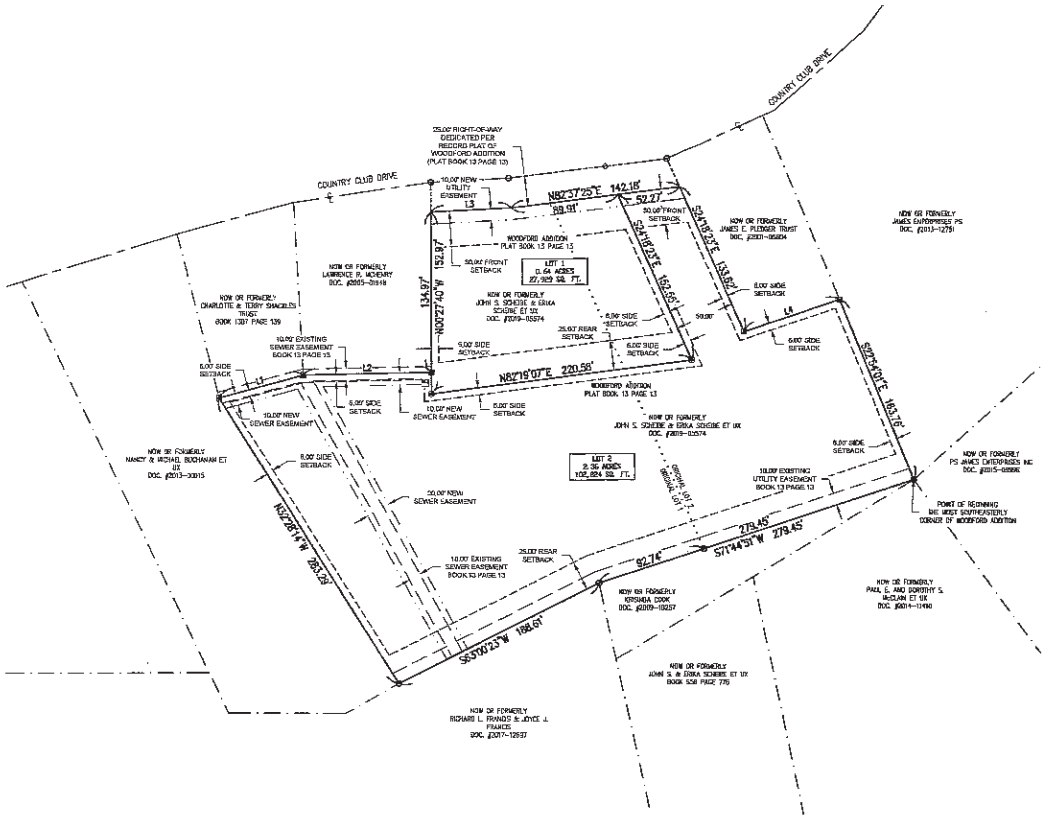
- = FOUND ¾" IRON ROD
- = SET ¾" IRON ROD
- = FOUND POST
- = FOUND ½" IRON PIPE
- = SET COTTON PICKER SPINDLE
- = BOUNDARY LINE
- = ADJOINER PROPERTY LINE
- = LOT LINE TO BE ELIMINATED
- = CENTERLINE OF ROAD
- = RIGHT-OF-WAY LINE
- = BUILDING SETBACK LINE
- = EXISTING EASEMENT
- = NEW EASEMENT

VICINITY MAP



FLOOD INSURANCE

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0255F WITH AN EFFECTIVE DATE OF JANUARY 20, 2016.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N74° 38' 46"E	73.32'
L2	N88° 31' 37"E	107.87'
L3	N88° 37' 25"E	67.69'
L4	N71° 13' 41"E	85.02'
L5	S00° 27' 40"E	18.00'

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

SUBDIVISION DEDICATION

We, the undersigned, John S. Scheibe and Erika Scheibe, husband and wife, owners of all of Lots 1 and 2 of Woodford Addition as recorded in Plat Book 13 at Page 13 of the County Recorder's Office, in the City and County of Cape Girardeau, State of Missouri, described as follows:

BEGIN AT THE MOST SOUTHEASTERLY CORNER OF WOODFORD ADDITION; THENCE ALONG THE SOUTH LINE OF SAID WOODFORD ADDITION, SOUTH 71°44'51" WEST, 279.45 FEET; THENCE SOUTH 65°00'23" WEST, 198.61 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 62°28'14" WEST, 263.26 FEET; THENCE NORTH 74°38'46" EAST, 73.32 FEET; THENCE NORTH 88°31'37" EAST, 107.87 FEET; THENCE NORTH 00°27'40" WEST, 134.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTRY CLUB DRIVE; THENCE WITH SAID RIGHT-OF-WAY LINE, NORTH 88°37'25" EAST, 67.69 FEET; THENCE NORTH 82°37'25" EAST, 142.18 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 24°19'32" EAST, 133.67 FEET; THENCE NORTH 71°13'41" EAST, 85.02 FEET; THENCE SOUTH 27°54'01" EAST, 163.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OF RECORD.

Do hereby resubdivide said tract into lots as shown hereon, and we do hereby name said subdivision "Scheibe's Addition". The utility easements shown hereon are hereby granted to the City of Cape Girardeau, Missouri, in perpetuity for public purposes, including the installation, maintenance, repair, replacement, and expansion of city water and sewer systems, and as may be authorized by the City of Cape Girardeau, Missouri to be used by a public or private utility provider for purposes related to the installation, maintenance, repair, replacement, and expansion of such utility systems.

_____ _____
John S. Scheibe Erika Scheibe

State of Missouri
County of Cape Girardeau

On this ____ day of _____, 2019, before me, a Notary Public for said State and County, appeared John S. Scheibe and Erika Scheibe, husband and wife, to me known to be the persons described in the foregoing instrument, who executed the same as their free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this ____ day of _____ A.D., 2019.

_____, Notary Public.

My commission expires _____.

I, _____, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri,

by Ordinance No._____, passed and approved

this ____ day of _____, A.D., 2019.

_____
City Clerk, City of Cape Girardeau, Missouri

State of Missouri
County of Cape Girardeau

Filed for record this ____ day of _____, A.D., 201__, in Document Number _____.

_____
Andrew David Blattner, Recorder of Deeds
Cape Girardeau County, Missouri

KOEHLER
Professional Engineers & Land Surveyors
194 Coker Lane
Cape Girardeau, Missouri 63701
Phs (573) 335 - 3026 Fax: (573) 335 - 3049
PLS CORPORATE NO. 000262

DRAWN BY:	EAMM, BERGMAN, ASHTON GASKILL	REV/DATE	DESCRIPTION	INITIALS
CHECKED BY:	TRAVIS STEFFENS	09-18-19	ADDRESSED CITY COMMENTS	AG
SURVEY DATE:	05-07-2019	08-30-19	ADDRESSED CITY COMMENTS	AG
DRAWING DATE:	07-09-2019			
DRAWING NO:	37544			

10/16

Staff:	Gayle L. Conrad, CMC/MRCC, Director of Citizen Services/City Clerk	**AGENDA REPORT** Cape Girardeau City Council	**19-234**
Agenda:	10/16/2019		

SUBJECT

One Appointment to the Airport Advisory Board for a term expiring April 30, 2021.

EXECUTIVE SUMMARY

One term on the Airport Advisory Board is set to expire April 30, 2021. This position was held by Joe Hobbs who resigned August 12, 2019. A copy of the board roster is attached for your review.

BACKGROUND/DISCUSSION

According to Section 4-2 of the City Code, "two members of the airport board may be residents of Cape Girardeau, Scott, Bollinger or Perry County. The remaining members must be residents of the City of Cape Girardeau." Currently there is only one Board member who is not a resident of the City. Board members serve a three-year term. The following individuals have expressed interest in being appointed to the board, and their board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Eli Bohnert	1	Current/2019 Fall Participant
Mike Marshall	n/a	No
Hannah Seesing	2	No
Kevin Williams	4	No

STAFF RECOMMENDATION

It is recommended that one appointment be made to the Airport Advisory Board for a term expiring April 30, 2021.

BOARD OR COMMISSION RECOMMENDATION

The Airport Advisory Board recommended that Hannah Seesing be appointed to the Board. Note that Mr. Marshall's application was received after the Board met and made its recommendation.

ATTACHMENTS:

Name:	Description:

Advisory_Board_Roster_09-03-2019.pdf	Airport Board Roster
roster_attendance.airport.pdf	Airport Board Attendance Roster
Bohnert.Eli.2-12-19.pdf	Bohnert, Eli
Marshall.Mike.10-08-2019.pdf	Marshall, Mike
Seesing.Hannah.9-10-19.pdf	Seesing, Hannah
Williams.Kevin.03-17-18.pdf	Williams,Kevin

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

September 3, 2019

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted. Members may serve for only three consecutive full terms on the same board or commission effective with terms commencing May 8, 1996.

Airport Board

	Date Appointed	***Date Reappointed***	***Term Expires***
Mark Welker	September 5, 2014	----	April 30, 2020
Brian Ozark *	October 4, 2010	4/4/11; 5/5/14	April 30, 2020
Jeff Brune	April 17, 2017	----	April 30, 2020
Vacant*****			April 30, 2021
Mark Seesing	July 5, 2016	04/16/18	April 30, 2021
Joseph Uzoaru	April 16, 2018	----	April 30, 2021
Richard Knote	June 18, 2018	04/15/19	April 30, 2022
Justin Davidson	March 4, 2019	04/15/19	April 30, 2022
Ryan Dewrock	July 5, 2016	04/15/19	April 30, 2022

Serve three year terms, appointed by Council. *Two members may be residents of Cape Girardeau, Scott, Bollinger or Perry Counties. Meetings held second Tuesday at 5:00 p.m. at the Airport Restaurant at the Cape Girardeau Regional Airport. A council member may serve as liaison. Staff contact –Bruce Loy, Airport Manager, 334-6230.

AIRPORT ADVISORY BOARD
Attendance Record

Ordinance effective April 13, 2000
P = present; A = absent

2019 2nd Tuesday	Jan 8	Feb 12	Mar 12	April 9	May 14	Jun 11	Jul 9	Aug 13	Sept 10	Oct 8	Nov 12	Dec 10	1st letter	2nd letter	3rd letter	termi- nated
Brune, Jeff	P	P	P	MEETING CANCELLED	MEETING CANCELLED	P	P	P	A							
Davidson, Justin	Appointed 3/4/19					P	A	A	P				08/19/19			
Dewrock, Ryan	P	P	P			P	P	P	P							
Hobbs, Joe	P	P	P			P	P	A	Resigned 8/14/19							08/14/19
Knote, Richard	P	P	P			P	P	P	P							
Mingus, Paul	Resigned 1/7/19															01/07/19
Ozark, Brian	P	P	P			A	P	P	P							
Seesing, Mark	P	P	A			P	A	P	P							
Uzoaru, Joseph	P	P	P			P	P	A	P							
Welker, Mark	P	P	A			P	P	P	P							

2018 2nd Tuesday	Jan 9	Feb 13	Mar 13	April 10	May 8	Jun 12	Jul 10	Aug 14	Sept 11	Oct 9	Nov 13	Dec 11	1st letter	2nd letter	3rd letter	termi- nated
Albright, Justin	P	P	P	P	Resigned											04/25/18
Brune, Jeff	P	P	P	P	P	P	P	MEETING CANCELLED	P	MEETING CANCELLED	P	P				
Cork, Robert	P	P	P	P	Resigned											04/24/18
Dewrock, Ryan	P	P	P	P	P	P	P		P		P	P				
Hobbs, Joe	P	P	A	pired	P	P	P		P		P	P				04/16/18
Knote, Richard	Appt June 18, 2018						p		p		A	P				
Mingus, Paul	P	P	A	A	P	P	P		P		P	A				
Ozark, Brian	P	P	P	P	P	P	P		P		P	A				
Seesing, Mark	P	P	A	P	P	P	P		P		P	P				
Uzoaru, Joseph	Appointed 4/16/18				P	P	P		P		P	A				
Welker, Mark	P	P		P	P	P	P		P		A	P				

Staff:	Gayle L. Conrad, CMC/MRCC, Director of Citizen Services/City Clerk	**AGENDA REPORT** Cape Girardeau City Council	**19-235**
Agenda:	10/16/2019		

SUBJECT

Appointment of four members to the Parks and Recreation Advisory Board for terms expiring October 29, 2022.

EXECUTIVE SUMMARY

Nicholas Snyder, Ken Stilson, Tracey Glenn, and David Cantrell are currently serving terms on the Parks and Recreation Advisory Board that expire October 29, 2019, and all have expressed interest in being reappointed. A copy of the board roster and attendance roster are attached for your review. Board members serve a three-year term.

BACKGROUND/DISCUSSION

Section 18-27 of the City Code states that a person appointed to the board shall be a taxpayer, qualified voter and resident of the city. The following individuals have expressed an interest in serving on the board, and their board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Mark Buerck	6	n
David Cantrell*	4	n
Tracey Glenn*	4	n
Rick Gross	5	n
James Newman	5	y
Will Rhymer	1	n
Ashley Roney	3	y
Nicholas Snyder*	1	n
Ken Stilson*	4	n

STAFF RECOMMENDATION

It is recommended that four appointments be made to the Parks and Recreation Advisory Board for terms expiring

ATTACHMENTS:

Name:	Description:
parks_and_rec_roster_(7).docx	Park Board Roster
roster_attendance.park_(6)_(6).pdf	Park Board Attendance Roster
Buerck.Mark.03-08-19.pdf	Buerck, Mark
Cantrell.David.9-11-19.pdf	Cantrell, David
Glenn.Tracey.9-30-19.pdf	Glenn, Tracey
Gross.Richard.08-19-19.pdf	Gross, Rick
Newman.James.8-23-19.pdf	Newman, James
Rhymer.Will.10-12-18.pdf	Rhymer, Will
Roney.Ashley.10-10-18.pdf	Roney, Ashley
Snyder.Nicholas.9-13-19.pdf	Snyder,Nicholas
Stilson.Kenneth.9-11-19.pdf	Stilson, Kenneth

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
September 3, 2019

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted. Members may serve for only three consecutive full terms on the same board or commission effective with terms commencing May 8, 1996.

	Date Appointed	***Date Reappointed***	***Term Expires***
Council, ex-officio			
Nicholas Snyder	April 15, 2019		October 29, 2019
Tracey Glenn	October 17, 2016	---	October 29, 2019
Ken Stilson	March 15, 2017	---	October 29, 2019
David Cantrell	March 15, 2017	---	October 29, 2019
Beverly Evans (Tree Board Liason)	May 21, 2018	---	October 29, 2020
Kevin Noel	September 14, 2015	10/16/17	October 29, 2020
Pete Frazier	March 21, 2016	10/16/17	October 29, 2020
Roger Hudson	October 15, 2012	11/16/15; 10/15/18	October 29, 2021
Gunnar Knudtson	October 15, 2018	---	October 29, 2021
Bradley LaBruyere	October 15, 2018	---	October 29, 2021
Anne Dohogne	September 4, 2018	10/15/18; 4/16/19	October 29, 2021

Serve three year terms, appointed by Council. Regular meetings held second Monday at 5:30 p.m. in Council Chambers. A Council member may serve as liaison. Staff contact – Julia Jones, Parks & Recreation Director 339-6340.

PARKS AND RECREATION ADVISORY BOARD
Attendance Record

Ordinance effective 4/13/00
P = present, A = absent

2019 2nd Monday	Jan 14	Feb 11	Mar 11	Apr 8	May 13	Jun 10	Jul 8	Aug 12	Sep 9	Oct 14	Nov 11	Dec 8	1st letter	2nd letter	3rd letter	appt'ed	termi- nated
Cantrell, David	P	P	P	P	P	A	A	P	P							05/15/17	
Dohogne, Ann	A	A	ated	P	P	A	P	P	P								02/22/19
Evans, Beverly	P	A	P	P	P	P	P	A	P							05/21/18	
Frazier, Pete	P	P	P	A	P	P	P	P	P							03/21/16	
Glenn, Tracey	P	P	P	P	P	A	P	P	P							10/17/16	
Hudson, Rodger	P	P	P	A	P	P	P	P	P								
Huston, Percy	P	P	P	P	Terminated 4/15/19								#######				04/15/19
Knudtson, Gunnar	P	P	P	A	A	P	P	P	P				#######			10/15/18	
LaBruyere, Bradley	P	P	A	P	P	P	P	A	P							10/15/18	
Noel, Kevin	P	P	P	P	A	P	P	P	P				#######				
Snider, Nick	Appointed 4/15/19				P	P	P	P	P								
Stilson, Ken	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	SPECIAL MEETING	P	A	P	P	P	P	P	P	P	ed out 10/1						10/15/18
Cantoni, Phillip		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	NEETING CANCELLED	A				05/15/17	
Dohogne, Ann		Appointed September 4, 2018							P	P		A					
Evans, Beverly		Appointed May 21, 2018				P	A	P	P	P		P				05/21/18	
Frazier, Pete		P	P	P	P	P	P	P	A	P		P				03/21/16	
Glenn, Tracey		P	P	P	P	P	P	P	P	P		P				10/17/16	
Hudson, Roger		P	P	P	P	P	P	P	P	P							
Huston, Percy		P	P	P	P	P	P	P	P	P		P	#######				
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	ed out 10/1						
Noel, Kevin		P	P	P	P	A	P	P	P	P		A	#######				
Presson, Daniel		P	P	P	Resigned 4/13-Council Member											01/19/16	04/13/18
Stilson, Ken		P	P	P	P	P	P	P	P	P		P				05/15/17	

Staff:	Gayle L. Conrad, CMC/MRCC, Director of Citizen Services/City Clerk	**AGENDA REPORT** Cape Girardeau City Council	**19-236**
Agenda:	10/16/2019		

SUBJECT

Set Regular City Council Meetings for the 2020 calendar year.

EXECUTIVE SUMMARY

Pursuant to the City Charter, the Council shall meet regularly at least twice each month. Additionally, pursuant to the City Charter, there must be at least seven days between the introduction and passage of an Ordinance. As prescribed by rule, the Council meets the first and third Mondays of each month. Two regularly scheduled City Council meetings in 2020 need to be rescheduled due to City observed holidays.

BACKGROUND/DISCUSSION

Listed below are regular meeting dates in conflict with City observed holidays.
Staff's proposed date change is listed beside each conflict.

Monday, January 20 Martin Luther King, Jr. Day - change to Tuesday, January 21
Monday, September 7, Labor Day - change to Tuesday, September 8

STAFF RECOMMENDATION

Staff recommends the dates for the City Council meetings in 2020 be set by motion.

ATTACHMENTS:

Name:	Description:
No Attachments Available	

Staff:	Bruce Taylor, Deputy City Clerk	**MEMORANDUM** Cape Girardeau City Council	**19-022**
Agenda:	10/16/2019		

SUBJECT

Appointment of two members to the Golf Course Advisory Board for terms expiring November 12, 2022.

EXECUTIVE SUMMARY

Two positions on the Golf Course Advisory Board are set to expire November 12, 2019. These positions are currently held by Nate Saverino and Keith Sander.

BACKGROUND/DISCUSSION

According to Section 18-53(a) of the City Code, *"A person appointed to the municipal golf course board shall be a taxpayer and qualified voter of the City. One (1) member of the municipal golf course advisory board shall be a member of Cape Jaycees and designated by that organization as its representative on the golf course advisory board."* Mr. Joshua Schulz serves as the Jaycee representative. A copy of the board roster and attendance roster are attached for your reference.

The following individuals have expressed an interest in serving on the board, and their advisory board applications are attached.

Applicant	Ward	Citizen Academy Graduate
Mark Buerck	6	No
Rick Fehr	4	No
Claire Kneer	4	No
Thomas Meyer	2	No
Keith Sander*	5	No
Nate Saverino*	4	No

GENERAL DIRECTION

Unless directed otherwise, two appointments to the Golf Course Advisory Board will be placed on a future agenda for consideration.

ATTACHMENTS:

Name:	Description:
Golf_Roster.pdf	Golf Board Roster
roster_attendance.golf.pdf	Golf Board Attendance Roster
Buerck.Mark.03-08-19.pdf	Buerck, Mark
Fehr.Rick.06-03-19.pdf	Fehr, Rick

Kneer_Claire.11-05-18.pdf	Kneer, Claire
Meyer.Thomas.1.31.19.pdf	Meyer, Thomas
Sander.Keith.10-07.16.pdf	Sander, Keith
Saverino.Nate.09-08-17.pdf	Saverino, Nate

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

September 3, 2019

Golf Course Advisory Board

	Date Appointed	***Date Reappointed***	***Term Expires***
Council member, ex-officio			
Nate Saverino	September 18, 2017	---	November 12, 2019
Keith Sander	November 17, 2014	11/7/16	November 12, 2019
Cindy Gannon	September 3, 2019	---	January 18, 2020
Mark Matthews	December 3, 2018	---	January 18, 2020
Gary Wren	September 18, 2017	---	September 4, 2020
Joshua J Schulz (Jaycees)	August 3, 2015	09/18/17	September 4, 2020
Ken House	September 18, 2017	11/06/17	November 12, 2020
Jerry Grim	October 15, 2012	11/2/15	November 12, 2021
Brad Wittenborn	December 3, 2018	---	November 12, 2021

Serve three year terms, appointed by City Council. One member shall be a member of Cape Jaycees and designated by that organization is its representative. Regular meetings held fourth Thursday at Noon at the A.C. Brase Arena. Parks and Recreation Director and Golf Course Superintendent meet with Board. A City Council Member may serve as liaison. Staff contact – Julia Jones, Parks & Recreation Director 339-6340.

GOLF COURSE ADVISORY BOARD
Attendance Record

Ordinance effective 4/13/00
X = present, A = absent

2019 4th Thursday	Jan	Feb 28	Mar	Apr 25	May	Jun 27	Jul	Aug 22	Sep	Oct 24	Nov	Dec 26	1st	2nd letter	3rd letter	appt'ed	termi- nated
Grim, Jerry	No	Cancelled	No	P	No	P	No	P	No		No	SPECIAL MEETING				10/15/12	
House, Ken				P		P		A								09/18/17	
Matthews, Mark	MEETING		MEETING	P	MEETING	A	MEETING	P	MEETING		MEETING					12/03/18	
Sander, Keith				P		P		P								11/17/14	
Saverino, Nate				P		P		P					10/09/18	#######		09/18/17	
Schulz, Joshua J				A		P		A					10/09/18	#######		08/03/15	
Welker, Callie				A		P	Resigned 8/13/19									5/4/2015	#######
Wittenborn, Brad				P		P		A								#######	
Wren, Gary				P		P		P								09/18/17	

2018 4th Thursday	Jan	Feb 22	Mar	Apr 26	May	Jun 28	Jul	Aug 23	Sep	Oct 25	Nov	Dec 13	1st	2nd letter	3rd letter	appt'ed	termi- nated
Grim, Jerry	P	A	No	P	No	P	No	P	No	P	No	SPECIAL MEETING				10/15/12	
House, Ken	P	A		P		P		A		P						09/18/17	
Matthews, Mark	Appoined 12/3/18															12/03/18	
Moore, Mark	P	P	MEETING	P	MEETING	A	MEETING	P	MEETING	Resigned 10/25/18	MEETING					03/006/17	10/25/18
Sander, Keith	P	P		P		P		P		A						11/17/14	
Saverino, Nate	P	A		P		A		A		P			10/09/18			09/18/17	
Schulz, Joshua J	P	P		P		A		A		P			10/09/18			08/03/15	
Talley, Kent	P	P		P		P		P		Resigned 9/5/18						09/18/17	09/05/18
Welker, Callie	A	P		A		P		P		P						5/4/2015	
Wittenborn, Brad	Appointed 12/3/18															#######	
Wren, Gary	P	P		P		P		P		P						09/18/17	

Staff:	Gayle L. Conrad, CMC/MRCC, Director of Citizen Services/City Clerk	**MEMORANDUM** Cape Girardeau City Council	**19-023**
Agenda:	10/16/2019		

SUBJECT

Appointment of two members to the Planning and Zoning Commission for terms expiring November 1, 2023.

EXECUTIVE SUMMARY

Bruce Skinner and Douglas Spooler have terms expiring November 1, 2019. Each have expressed interest in reappointment.

The following have expressed interest in serving on the board, and a copy of their application, the board roster and attendance roster are attached for your review.

Applicant	Ward	Citizen Academy Graduate
Eli Bohnert	1	Currently Enrolled
Ashley Roney	3	Yes
Bruce Skinner*	6	No
Douglas Spooler*	6	Yes
Kevin Williams	4	No

BACKGROUND/DISCUSSION

The commission may make reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens. It may recommend to the executive or legislative officials of the municipality programs for public improvements and the financing thereof. All public officials shall, upon request, furnish to the commission within a reasonable time, all available information it requires for its work. The commission, its members and employees, in the performance of its functions, may enter upon any land to make examinations and surveys. In general, the commission shall have the power necessary to enable it to perform its functions and promote municipal planning.

The commission shall consist of nine (9) citizen members appointed and approved by the

city council. Members of the planning and zoning commission shall serve for terms of four years, beginning on the second day of November.

A copy of the board roster and attendance roster are attached for your reference.

GENERAL DIRECTION

Unless directed otherwise, two appointments to the Planning and Zoning Commission for terms expiring November 1, 2023, will appear on a future agenda for consideration.

ATTACHMENTS:

Name:	Description:
Planning_and_Zoning_Roster.pdf	Planning and Zoning Roster
roster_attendance.p_z.pdf	Planning and Zoning Attendance Roster
Bohnert.Eli.2-12-19.pdf	Bonert, Eli
Roney.Ashley.10-10-18.pdf	Roney, Ashley
SKinner.Bruce_10-12-15.pdf	Skinner, Bruce
Spooler.Douglas.09-11-19.pdf	Spooler, Douglas
Williams.Kevin.06-17-19.pdf	Williams, Kevin

CITY OF CAPE GIRARDEAU, MISSOURI

Roster of Advisory Boards and Committees

September 3, 2019

All members of Advisory boards must be residents of the City of Cape Girardeau unless otherwise noted. Members may serve for only three consecutive full terms on the same board or commission effective with terms commencing May 8, 1996.

Planning and Zoning Commission

	Date Appointed	***Date Reappointed***	***Term Expires***
Bruce Skinner	June 20, 2016	---	November 1, 2019
Douglas B. Spooler	April 15, 2013	11/02/15	November 1, 2019
Larry Dowdy	October, 15, 2012	10/17/16	November 1, 2020
Kevin Greaser	September 19, 2016	10/17/16	November 1, 2020
Jeff Glenn	March 18, 2013	8/4/14; 10/17/16	November 1, 2020
Thomas Welch	October 21, 2010	10/21/13; 11/06/17	November 1, 2021
Derek Jackson	November 19, 2018	---	November 1, 2022
Ed Thompson	November 19, 2018	---	November 1, 2022
Patrick Koetting	October 20, 2014	07/05/16; 11/19/18	November 1, 2022

Serve four-year terms, appointed by Council. Meetings held second Wednesday at 7:00 p.m. in Council Chambers. Commission reviews and recommends actions on zoning changes and land subdivision and plans for the city. Board considers requests for variances from the Development Code provisions. Staff contact – Ryan Shrimplin, City Planner, 339-6327.

PLANNING AND ZONING ADVISORY COMMISSION
Attendance Record

Ordinance effective 4/13/00

P = present, A = absent

2019 2nd Wednesday	Jan 9	Feb 13	Mar 13	Apr 10	May 8	Jun 12	Jul 10	Aug 14	Sep 11	Oct 2	Nov 13	Dec 11	Abs March						1st letter	2nd letter	3rd letter	termi- nated
Dowdy, Larry	P	P	P	P	P	A	P	Cancelled	P	MIC-AL			2						07/12/18			
Glenn, Jeff	P	A	P	P	P	P	P		P				0									
Greaser, Kevin	P	P	P	P	P	P	P		P				2									
Jackson, Derek	P	P	P	P	P	P	P		A				0									
Koetting, Patrick	P	P	P	P	A	P	P		P				3						05/10/18	12/31/18		
Skinner, Bruce	P	P	P	P	P	P	P		A	EMT-AL			0									
Spooler, Douglas	P	P	P	P	P	P	P		P				0									
Thompson, Ed	P	A	P	P	P	P	P		A				0									
Welch, Thomas	P	P	P	A	P	P	P		P	ZO			0						01/11/18			

2018 2nd Wednesday	Jan 10	Feb 14	Mar 14	Apr 11	May 9	Jun 13	Jul 11	Aug 8	Sep 12	Oct 10	Nov 14	Dec 12	Abs July						1st letter	2nd letter	3rd letter	termi- nated
Bertrand, Trae	P	A	A	P	P	P	P	P	P	P	P	18 term	3						03/28/18			11/19/18
Dowdy, Larry	P	P	P	P	A	A	P	P	P	P	P	P	3						07/12/18			
Glenn, Jeff	P	P	P	P	P	P	P	P	P	P	P	P	1									
Greaser, Kevin	P	P	P	P	P	P	A	P	P	P	A	P	2									
Jackson, Derek	Appointed 11/19/18											P										
Koetting, Patrick	P	P	P	A	A	P	P	P	P	P	P	A	2						05/10/18	12/31/18		
McClanahan, Scott	P	P	P	P	P	P	P	P	P	P	P	18 term	0									11/19/18
Skinner, Bruce	P	P	P	P	P	P	P	P	P	P	P	P	0									
Spooler, Douglas	P	P	P	P	P	P	P	P	P	P	P	P	0									
Thompson, Ed	Appointed 11/19/18											P										
Welch, Thomas	A	P	P	P	P	P	P	P	P	P	P	P	2						01/11/18			

Staff:
Agenda: 10/16/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Advisory Board Minutes

- Board of Adjustment Minutes, July 8, 2019
- Parks and Recreation Foundation Minutes, July 11, 2019
- Planning and Zoning Commission Minutes, September 11, 2019
- SEMPO Board of Directors Minutes, September 18, 2019

ATTACHMENTS:

Name:	Description:
Board_of_Adjustment_Minutes_07-08-19.pdf	Board of Adjustment Minutes
Planning__Zoning_Commission_Minutes_09-11-19.pdf	Planning and Zoning Commission Minutes
Foundation_Minutes_7.11.19_.pdf	Parks and Recreation Foundation Minutes
SEMPO_Minutes_Board_2019_09_18_DRAFT.pdf	SEMPO Board of Directors Minutes

BOARD OF ADJUSTMENT

MEETING MINUTES

July 8, 2019

City Hall – Council Chambers

Regular Members Present: Larry Caldwell, Skip Smallwood, William Whitlock

Regular Members Absent: Charles Haubold, Tim Kelley

Alternate Members Present: Ray Buhs, David Hinton

Alternate Members Absent: Ed Hart

Staff Present: Molly Mehner, Carol Peters, Ryan Shrimplin

Call to Order

Vice-Chairman Smallwood called the meeting to order at 7:00 p.m.

Approval of Minutes

The minutes of the April 4, 2019 Board of Adjustment meeting were unanimously approved upon motion made by Mr. Whitlock and seconded by Mr. Caldwell.

Capital Improvement Sales Tax Presentation

Molly Mehner, Deputy City Manager, gave a presentation on the Capital Improvement Sales Tax. She explained that the tax was originally approved in November 1996 and consisted of two parts. The first part, a ¼-cent sales tax, was used to upgrade the City's water system, including renovating the water treatment plant and switching from Mississippi River water to well water. The tax was renewed by voters in 2011 and will expire in 2037. The tax renewal funded the new wastewater treatment facility. The second part, also a ¼-cent sales tax, was used to eliminate combined (sanitary and storm) sewer pipes and make other improvements, which are now complete. The tax will expire this year unless voters approve a renewal, which is on the August 6, 2019 ballot. If approved, the tax will expire in 2034, and will be used for converting the Common Pleas Courthouse to a new City Hall, improvements at the Cape Girardeau Regional Airport, water system improvements and maintenance, and street repairs (as a supplement to the Transportation Trust Fund). She reiterated that the ballot issue is for a renewal of an existing tax rather than a new tax.

ZONING CODE VARIANCES

1. A public hearing was held on the request of Benjamin Froemling for a variance from Section 30-407(b)(2), nonconforming uses, for property at 2222 Good Hope Street. Mr. Froemling explained that the property contains a residence but is zoned commercial. He would like to enclose the carport and add a deck to the rear of the house, which would expand the nonconforming (residential) use of the property.

A staff report was submitted to the Board, containing the following findings of fact in reference to the variance request:

Criterion #1: The variance request arises from a condition which is unique to the property in question and which is not ordinarily found, and is not created by an action or actions of the property owner or the applicant.

> Finding: The subject property is one of three properties on the north side of this block that are zoned commercial but contain a single-family dwelling and are used for residential purposes. The dwellings were constructed many years ago. Historically, there were several other dwellings on this block but they were demolished as the adjacent commercial developments (KFC and Ruler Foods) expanded. The location of the subject property in an area of commercial expansion is a unique condition that was not self-imposed.

Criterion #2: Approval of the variance request will not adversely affect the rights of adjacent property owners or tenants.

> Finding: The properties across the street are zoned R-2 (Single-Family Urban Residential) and contain single-family dwellings. The existing residential use of the subject property is compatible with the uses across the street. Therefore, approval of the variance request to expand the residential use will not adversely affect the adjacent property owners or tenants.

Criterion #3: The strict application of the provisions of the Zoning Code from which the variance is requested will constitute unnecessary hardship upon the utilization of the property.

> Finding: The proposed expansion of the residential use consists of enclosing the carport and adding a deck. These types of improvements are typical for a residential property and would be allowed for any of the residences across the street. Denial of the variance request will result in a "penalty" or unnecessary hardship against the subject property because it happens to be zoned commercial even though it has always been used for residential purposes. It should be noted that the proposed improvements would be suitable for a commercial use (such as a professional office) as well should the use of the property change in the future.

Criterion #4: Approval of the variance request will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

> Finding: The proposed expansion is characteristic of the types of improvements made to other residences in the area. Thus, approval of the variance request will not adversely affect the public.

Criterion #5: Approval of the variance request is consistent with the general spirit and intent of the Zoning Code.

> Finding: The unique condition of the subject property, the unnecessary hardship that will result if the request is denied, and the lack of an adverse effect on the adjacent

property owners, tenants, and the public form the basis for approving the variance request in keeping with the general spirit and intent of the Zoning Code.

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

Vice Chairman Smallwood opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A motion was made by Mr. Caldwell and seconded by Mr. Buhs to approve the variance request. The motion passed by a vote of 5 in favor, 0 in opposition, and 0 abstaining *(Aye: Buhs, Caldwell, Hinton, Smallwood, Whitlock).* Vice Chairman Smallwood called for a motion to adopt the staff report as the Board's Findings of Fact and Conclusions of Law. Mr. Hinton made a motion to adopt, and Mr. Caldwell seconded the motion. The motion passed by a unanimous vote.

2. A public hearing was held on the request of Jesse and Patricia Williams for a variance from Section 30-322(e)(5)(b), R-1 (Single-Family Suburban Residential District) rear yard setback requirements, for property at 2554 Masters Drive. Ms. Williams explained that she and her husband would like to construct a detached garage in the rear yard, but the setback would force the garage to be very close to the house.

A staff report was submitted to the Board, containing the following findings of fact in reference to the variance request:

Criterion #1: The variance request arises from a condition which is unique to the property in question and which is not ordinarily found, and is not created by an action or actions of the property owner or the applicant.

Finding: The subject property is 119.53 feet deep. The existing house is approximately 30 feet from the front lot line (which is also the front yard setback). The house is approximately 32 feet in depth. Taking into account the front yard setback, the existing house depth, and the rear yard setback, this leaves just under 33 feet for the proposed detached garage. The depth of the proposed garage is 20 feet, leaving less than 13 feet between it and the house. These specific constraints constitute a unique condition, which is not self-imposed.

Criterion #2: Approval of the variance request will not adversely affect the rights of adjacent property owners or tenants.

Finding: Staff researched the surrounding properties and found several that contain structures encroaching on the rear yard setback. Most of these structures appear to have been constructed many years ago, prior to the establishment of the current setback requirements. Some of these structures are closer to the rear lot line than the proposed garage. Therefore, approval of the variance request will not adversely affect the adjacent property owners or tenants.

Criterion #3: The strict application of the provisions of the Zoning Code from which the variance is requested will constitute unnecessary hardship upon the utilization of the property.

Finding: Denial of the variance request will force the property owner to substantially shorten the garage in order to provide the necessary clearance for access to the

garage. Given the unique condition of the subject property and the fact that several of the surrounding properties have structures encroaching on the rear yard setback, denial of the variance request will impose an unnecessary hardship upon the utilization of the property.

Criterion #4: Approval of the variance request will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

Finding: The proposed garage encroachment will not create any hazards or other problems affecting the neighborhood or the public at large. Thus, approval of the variance request will not adversely affect the public.

Criterion #5: Approval of the variance request is consistent with the general spirit and intent of the Zoning Code.

Finding: The unique condition of the subject property, the unnecessary hardship that will result if the request is denied, and the lack of an adverse effect on the adjacent property owners, tenants, and the public form the basis for approving the variance request in keeping with the general spirit and intent of the Zoning Code.

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

Vice Chairman Smallwood opened the public hearing. Seeing no appearances to speak, he closed the public hearing. A motion was made by Mr. Hinton and seconded by Mr. Buhs to approve the variance request. The motion passed by a vote of 5 in favor, 0 in opposition, and 0 abstaining *(Aye: Buhs, Caldwell, Hinton, Smallwood, Whitlock)*. Vice Chairman Smallwood called for a motion to adopt the staff report as the Board's Findings of Fact and Conclusions of Law. Mr. Caldwell made a motion to adopt, and Mr. Whitlock seconded the motion. The motion passed by a unanimous vote.

OTHER ITEMS AND COMMUNICATION

Vice Chairman Smallwood asked if the City's new medical marijuana ordinance requires an applicant to obtain consent from the Board of Adjustment if the proposed medical marijuana facility does not meet the distance requirement. Mr. Shrimplin stated that the ordinance does not include such a provision, but because the medical marijuana regulations are in the Zoning Code (Chapter 30 of the City's Code of Ordinances), an applicant could apply for a variance, which would be reviewed and decided by the Board.

Adjournment

Upon motion made by Mr. Caldwell and seconded by Mr. Hinton, the meeting was adjourned unanimously at 7:15 p.m.

Respectfully submitted by:

William Whitlock, Secretary

PLANNING & ZONING COMMISSION

MEETING MINUTES

September 11, 2019

City Hall – Council Chambers

Present: Larry Dowdy, Jeff Glenn, Kevin Greaser, Patrick Koetting, Doug Spooler, Thomas J. Welch

Absent: Derek Jackson, Bruce Skinner, Ed Thompson

Staff Present: Carol Peters, Ryan Shrimplin

Call to Order

Chairman Glenn called the meeting to order at 7:00 p.m.

Approval of Minutes

The minutes of the July 10, 2019 meeting were unanimously approved upon motion made by Mr. Greaser and seconded by Mr. Welch.

REZONINGS, SPECIAL USE PERMITS, AND EXCEPTIONS

1. A public hearing was held on the request of Ann W. Ritter to rezone property at 621 Perry Avenue from R-3 (High Density Single-Family Residential District) to C-1 (General Commercial District). A staff report was submitted to the Commission, which recommended approval of the rezoning request. Mr. Gabe Wunderlich, Boulder Construction, represented the applicant. He explained that a developer is interested in purchasing the adjacent property to the south (1700/1702/1704 Broadway and 607 Perry Avenue) and redeveloping it for a strip mall. The developer would like to have the option to purchase 621 Perry Avenue as well for additional parking, if needed.

   Chairman Glenn opened the public hearing. Mr. Rick Hetzel, 3107 Kage Road, stated that he owns the adjacent property to the west (610/612 and 618/620 Whitelaw Avenue). He explained that while he is not opposed to the redevelopment, he already has problems with stormwater from the adjacent property coming onto his property and entering his buildings. He expressed concern that the redevelopment would make the problem worse. He noted that a majority of the stormwater comes from the pond at Capaha Park. Mr. Dowdy asked if Mr. Hetzel did anything to manage the stormwater in the design of his development. Mr. Hetzel replied that a 2.5 foot wide stormwater pipe and an underground stormwater detention system were installed as part of his development. He reiterated that the problem is due to the volume of stormwater leaving the Capaha Park pond and that the City needs to address it.

   Mr. Justin Aden, 621 Perry Avenue, stated that he rents the property from the applicant. He asked for more information about the rezoning process. Chairman Glenn explained the rezoning process and time frame. He stated that he did not know what the time frame for the redevelopment project would be if the rezoning were to be approved.

Seeing no other appearances to speak, Chairman Glenn closed the public hearing. A motion was made by Mr. Spooler and seconded by Mr. Dowdy to recommend approval of the rezoning request. In response to a question from Chairman Glenn, Mr. Shrimplin stated that the City is aware of the Capaha Park stormwater issues and is looking into some options. He noted that the proposed redevelopment would have to comply with the City's stormwater management regulations, so it would not make Mr. Hetzel's stormwater problem worse. There being no further discussion, Chairman Glenn called for a vote. The motion passed with a roll call vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

2. A public hearing was held on the request of Gill Family Properties, LLC and Robinson Outdoor, LLC for a special use permit for the purposes of constructing, maintaining, and operating a billboard in the M-1 (Light Manufacturing/Industrial) zoning district at 101 North Kingshighway. Mr. Wes Bell, Robinson Outdoor, LLC, represented the applicant. A staff report was submitted to the Commission, containing the following findings of fact:

   Criterion #1: The proposed special use will not substantially increase traffic hazards or congestion.

   Finding: There are numerous billboards and other signs along Kingshighway, which have not been found to create traffic hazards. The requirements in Section 25-401 are in place to ensure that new billboards do not contain features which could impair or confuse drivers. The proposed billboard does not contain any such features.

   Criterion #2: The proposed special use will not substantially increase fire hazards.

   Finding: The proposed billboard will be constructed in compliance with the City's construction codes and thus will not increase fire hazards.

   Criterion #3: The proposed special use will not adversely affect the character of the neighborhood.

   Finding: The subject property is located on a State highway and within a major commercial corridor, making it an appropriate location for a billboard. There are no residential neighborhoods near the site.

   Criterion #4: The proposed special use will not adversely affect the general welfare of the community.

   Finding: The proposed billboard meets the requirements of Section 25-401 (except as noted below) and Section 30-401, and staff is not aware of any potential adverse effects on the community.

   Criterion #5: The proposed special use will not overtax public utilities.

   Finding: The only utility needed for the proposed billboard is electric, which is available on the property. The energy-efficient digital components will not overtax the electric power supply.

In reviewing the application, staff identified two exceptions. The first exception is for distance from the right-of-way. Section 25-401(d) states that, "No billboard shall be placed within thirty (30) feet of a street right-of-way." The proposed billboard pole location is 13.7 feet from the North Kingshighway right-of-way line. The second exception is for height. Section 25-401(i) states that, "There shall be a minimum clearance of ten (10) feet from grade of the street to which the billboard is oriented to the bottom of a billboard sign face. There shall be a maximum height of thirty (30) feet from grade of the street to which the billboard is oriented to the top of a billboard sign face." The proposed billboard height is 37 feet. Staff supports both exceptions because the proposed billboard is below the maximum sign face area (300 square feet) and length (30 feet). If the applicant agrees to restricting the billboard approval to the proposed sign face area (288 square feet) and length (24 feet), it will serve as a substantial equivalent.

Based on the above findings, staff recommended approval of the special use permit request, subject to the following conditions:

1. This special use shall meet all applicable requirements of the Zoning and Development Codes except for the exceptions noted herein.

2. Major modifications to this special use shall require the approval of the City Council.

3. This permit shall automatically expire twelve (12) months from the date of issuance if the use for which it was granted has not commenced.

4. This permit is not transferable without the consent of the City Council.

5. Exceptions from Section 25-401(d) and Section 25-401(i) of the Development Code are granted as part of the approval of this permit. The billboard pole shall not be located closer to the existing North Kingshighway right-of-way line than 13.7 feet. Additionally, the billboard shall not exceed 37 feet in height, nor 288 square feet in sign face area, nor 24 feet in sign face length.

In response to a question from Chairman Glenn, Mr. Bell confirmed that he was in agreement with the staff-recommended conditions of approval.

Chairman Glenn opened the public hearing and, seeing no appearances to speak, he closed the public hearing. A motion was made by Mr. Greaser and seconded by Mr. Dowdy to recommend approval of the special use permit request, subject to the conditions listed in the staff report. The motion passed with a roll call vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

3. The request of Cape Retirement Community, Inc. for approval of the final development plan for Phase 1 of the Ramsay's Run Planned Development was on the agenda. A staff report was submitted to the Commission, which recommended tabling the request due to significant deficiencies in the information shown on the plan. A motion was made by Mr. Koetting and seconded by Mr. Spooler to table the request. The motion passed with a vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

4. The Commission reviewed the request of Rhodes Properties, LC for approval of a modified site plan as part of the existing special use permit for Rivendell Court at 3071, 3095, and 3117 Lexington Avenue. Mr. Scott Rhodes, Rhodes Properties, LC, explained that the site plan approved as part of the special use permit showed three buildings. The two northernmost buildings (Building A and Building B) and related site improvements were constructed years ago by a previous owner. As the current owner of the development, Rhodes Properties, LC wishes to move forward with plans to construct the third building (Building C) and related site improvements. The proposed site plan for Building C deviates from the approved site plan, so approval from the City Council is required. A staff report was submitted to the Commission, which recommended approval of the modified site plan. A motion was made by Mr. Greaser and seconded by Mr. Koetting to recommend approval of the modified site plan. The motion passed with a vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

SUBDIVISION PLATS

5. The record plat of Scheibe's Addition was reviewed by the Commission. The plat reconfigures two (2) lots at 348 Country Club Drive. 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. Dowdy and seconded by Mr. Koetting to recommend approval of the record plat, subject to staff's comments being successfully addressed. The motion passed with a roll call vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

6. The record plat of Auburn Park Place One was reviewed by the Commission. The plat resubdivides two (2) parcels to form four (4) new lots. 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. Koetting and seconded by Mr. Spooler to recommend approval of the record plat, subject to staff's comments being successfully addressed. The motion passed with a roll call vote of 6 in favor, 0 in opposition, and 0 abstaining. *(Aye: Dowdy, Glenn, Greaser, Koetting, Spooler, Welch)*

OTHER ITEMS AND COMMUNICATION

Commission Communication

There were no communication items from the Commission.

Staff Communication

Mr. Shrimplin requested that the Commission reschedule its October 9, 2019 meeting as he will be attending a conference that week. The Commission agreed to move the meeting date to October 2, 2019. The meeting will be held in the City Council Chambers at City Hall and begin at 7:00 p.m.

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 July 15, 2019:

- 4195 & 4196 Stone Crest and 4150 Thousand Oaks Lane Annexation, Zoning, and Ward Boundary Extension – 2nd & 3rd readings
- 3567/3569 & 3575/3577 Baldwin Drive Rezoning – 2nd & 3rd readings
- Chapter 30 Amendment Regarding Medical Marijuana Facilities and Personal Cultivation of Medical Marijuana – 2nd & 3rd readings

The City Council approved the following on August 5, 2019:

- Southeast Health West Campus Record Plat – 2nd & 3rd readings
- U-Haul of Cape Girardeau Subdivision Record Plat – 2nd & 3rd readings

The City Council approved the following on August 19, 2019:

- LaFont's First Amended Record Plat – 2nd & 3rd readings
- Sabella's First Subdivision Record Plat – 2nd & 3rd readings

The City Council approved the following on September 3, 2019:

- Ramsay's Run Rezoning to Planned Development District – 1st reading
- Ramsay's Run Preliminary Development Plan – 1st reading

2. Update on Transportation Trust Fund (TTF) Projects

- Downtown Sidewalk Replacement – A change order was issued to the contract for this project to add work to replace the veneer on the Bloomfield Road retaining walls. The contractor is installing the veneer.
- 2019 LED Streetlight Conversion – The contract was awarded to KT Power Systems. Construction is ongoing.
- Sprigg Street from William Street to Broadway – The consultant is in the design phase.
- Main Street from Roberts Street to Cape Rock Drive – The consultant is in the design phase.
- West End Boulevard from Rose Street to Bertling Street – The consultant is working on the final plans. Construction will begin later this year. Staff is working with utility companies on relocations as necessary.
- 2019 Concrete Street Repair – The contract was awarded to Nip Kelley Equipment Company. Construction is ongoing.
- 2019 Sidewalk Gap – The contract was awarded to Lappe Concrete. Construction is ongoing.
- 2019 Asphalt Overlay – The contract was awarded to ASA. Construction is ongoing.
- Fountain Street – William Street to Independence Street – Staff is finalizing the scope of work. Consultant to begin the design phase.
- Independence Street from Gordonville Road/East Rodney Drive to Caruthers Avenue – The traffic study has been completed. The consultant is in the design phase.

Mr. Shrimplin reported that the TTF6 Committee will hold public outreach sessions on September 18, 2019 from 4:30 – 6:30 p.m. at the Osage Centre and September 25, 2019

from 4:30 – 6:30 p.m. at the Shawnee Park Center.

Cape Vision 2040 Comprehensive Plan Update

Mr. Shrimplin reported that a subcommittee has been formed to review and refine the Action Items tables in the plan. Their work should be completed by the end of October. Staff is currently working on revisions to the Parks and Recreation section of the plan as well. The future land use map still needs to be reviewed to see if the consultant addressed all of the previous comments. Staff is still hoping to have the plan ready for adoption by the end of the year.

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. Greaser and seconded by Mr. Koetting.

Respectfully submitted,

Kevin Greaser
Secretary

FOUNDATION MEMBERS:

Bari Neff, President
Kevin Noel, Secretary
Mark Lanzotti, Vice President
Danny Essner, Treasurer
Julia Jones, Foundation Director

Bob Basler
Stacy Kinder
Michael Gardner
Pete Poe
Nathan McGuire
Tyler Cuba
Aaron Panton

PARKS & RECREATION FOUNDATION MINUTES

Thursday July 11, 2019
Osage Centre
12:00 PM Noon

Absent: None

1. Call to Order

President Bari Neff called the meeting to order.

2. Welcome & Introductions

President Bari Neff welcomed everyone to the meeting.

3. Approval of Minutes

President Bari Neff asked for the approval of minutes from the April 4, 2019 meeting. Danny Essner made a motion, seconded by Kevin Noel. All approved.

4. Financial Report

A. Parks and Recreation Foundation Annual Report and Goals

i. Director Jones would like the board to devise a plan to report the foundations accomplishments of the year. She would like to see an annual report of goals and accomplishments. Possibly using charts and other visuals. Showing highlights for the year would be good. Director Jones would like to work on this over the next couple of months. This would be nice to have to pass out when asking for sponsorships.

B. YTD & Proposed 2019-2020 Budget Report

i. Division Manager Scott Williams reviewed the year to date and proposed budget report together. They discussed revenue and expense and then went into project purchases for the year. A couple of things to note: Spaghetti Day Sponsors have increased which increased the revenue budget. The membership program exceeded its revenue by $2000.00. The name of the loyalty card program was changed to just loyalty program. This account will include any business that would like to do “give backs” to the foundation. The Tee-Marker program has fallen off a bit but they are working on getting it back on track. They are looking into moving from purchasing the whole granite marker and just placing a plaque of the logo every year. This is a lot cheaper and economical. They are still working on selling tee-marker sponsorships. All other sign programs have done very well. Manager Williams has added selling double signs at Capaha Ballfield. Stacey added a Land Maintenance line item in replacement of the miscellaneous line item. She also mentioned that it was the last year to pay for the $30,000 loan from the foundation for the A. C. Brase Arena renovations. Next year the funds will be used to purchase new tables and chairs. The board asked any questions or comments they had. Danny Essner made a motion, seconded by Tyler Cuba. Motion passed.

5. Reports

A. Finance Sub-Committee

i. Previously reported

B. Sponsorship Sub-Committee

i. Division Manager Scott Williams reported that they met and discussed sponsor packages. Newly confirmed packages were Southeast Health, Dogwood, and Ford Groves. They talked about dividing the packages into levels. That is still being decided upon. Current the total sponsors for the foundation and department combined is $295,000.

C. Membership Sub-committee

i. Manager Williams reported that this had been a record year. They were up in every category.

D. Special Events & Programs Sub-Committee

i. Manager Penny Williams reported on the upcoming events. Night Fall Glowball and Cary Flanagan Memorial Tournament would be held August 17th, if anyone could volunteer at these events please let them know. Manager Scott Williams showed the board flyers for the Southern 1% Give Back Program going on through July. Southern Convenience Stores would be giving back 1% of all instore sales for the month of July. Please spread the word.

6. Old Business

A. National Ride Your Bike to Work and School Day

i. Division Manager Penny Williams reported that it was a great event and was moved to the Tennis Courts at Arena Park. It worked out a lot better at that location.

B. Global Running Day

i. Manager Penny Williams reported that this event was also moved to a new location at Osage and it worked out much better there. Great event.

7. New Business

8. Other Business

A. Parks & Recreation Projects / Reports

i. PRS 2 Update

1. Manager Brock Davis reported that they were working on the drainage for parking lot. When they are completely done with the restroom they will start on the splash pad. The pond renovation will begin in 2020. Director Jones touched on the Aquatics Committee. They will meet next week with a list of priorities. They hired a new consultant Councilman Hunsaker.

B. Next Meeting – October 10, 2019 @ 12:00pm

9. Adjournment

There being no further business, the meeting was adjourned with a motion from Kevin Noel and seconded by Danny Essner. Motion passed.

Respectfully submitted,
Stacey Welter, Administrative Coordinator

CAPE GIRARDEAU
PARKS & RECREATION
FOUNDATION

BOARD OF DIRECTORS
MEETING MINUTES

September 18, 2019

Osage Centre – Cape Girardeau, MO

Board Voting Members Present:

Mr. Robbie Guard, City of Cape Girardeau (alternate for Mr. Bob Fox)
Mr. Dwain Hahs, City of Jackson
Mr. Charlie Herbst, Cape Girardeau County
Mr. Scott Meyer, City of Cape Girardeau
Mr. Jim Roach, City of Jackson
Mr. Jeremy Tanz, Southeast Missouri Regional Planning & Economic Development Commission (SEMO RPC)
Ms. Kelley Watson, Cape Girardeau County Transit Authority (CTA) (alternate for Mr. Tom Mogelnicki)

Board Non-Voting Members Present:

Ms. Mandi Brink, Southeast Missouri Regional Port Authority (SEMO Port)
Mr. Andy Meyer, Missouri Department of Transportation (MoDOT) (alternate for Mr. Mark Shelton)
Ms. Betsy Tracy, Federal Highway Administration – Illinois Division (FHWA-IL) (via teleconference)

Technical Planning Committee (TPC) Members Present:

Mr. Rodney Bollinger, City of Jackson
Mr. Drew Christian, Southeast Missouri Regional Planning & Economic Development Commission (SEMO RPC)
Mr. Joe Killian, Missouri Department of Transportation (MoDOT)
Mr. Bruce Loy, Cape Girardeau Regional Airport (Cape Regional Airport)
Mr. Brian Okenfuss, Missouri Department of Transportation (MoDOT)
Mr. Larry Payne, Cape Girardeau County

Staff Present:

Mr. Ryan Shrimplin, City of Cape Girardeau

DRAFT

Program Administration/Support Consultant Present:

Ms. Kelly Green, KLG Engineering
Ms. Marla Mills, KLG Engineering

Others Present:

Mr. Cary Harbison, Southeast Missouri Regional Port Authority (SEMO Port)

Call to Order

Vice Chairman Roach called the meeting to order at 2:00 p.m.

Introductions

The group went around the room, with each person giving a brief introduction.

Adoption of Agenda

Mr. Meyer made a motion to amend the agenda to include a request by the City of Cape Girardeau for letters of support for two Governor's Transportation Cost-Share Program applications for Veterans Memorial Drive (one for Phase 2 and another for Phase 6). Mr. Hahs seconded the motion, which passed unanimously.

The amended agenda of the September 18, 2019 Board of Directors Meeting was unanimously approved for adoption upon motion made by Mr. Hahs and seconded by Mr. Meyer.

Approval of Minutes

The minutes of the August 21, 2019 Board of Directors Meeting were unanimously approved upon motion made by Mr. Meyer and seconded by Mr. Hahs.

Communications from the Chairman

Vice Chairman Roach stated that he has no communication items.

Public Comments Regarding Items Not on the Agenda

Vice Chairman Roach asked if there are any comments from the public regarding items not on the agenda. There were none.

New/Unfinished Business

- **RESOLUTION NO. 2019-07, a Resolution expressing support of a Traffic Engineering Assistance Program application by the City of Cape Girardeau for the Kiwanis Drive Corridor Study**

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Vice Chairman Roach introduced RESOLUTION NO. 2019-07. Mr. Scott Meyer explained that the City of Cape Girardeau wishes to apply for a Traffic Engineering Assistance Program (TEAP) grant for the collection of traffic data on Kiwanis Drive and the intersecting streets. The data could then be used by a consultant as part of a traffic study to determine how traffic flow and safety could be improved. A motion was made by Mr. Meyer and seconded by Mr. Hahs to approve RESOLUTION NO. 2019-07, which passed unanimously.

- **MoDOT STIP 2021-2025 – Identification and prioritization of road and bridge needs**

  Ms. Green presented the prioritized list of road and bridge needs recommended by the TPC for MoDOT's next Statewide Transportation Improvement Program (STIP). The top five priority needs were marked accordingly. Mr. Scott Meyer questioned the inclusion of the RT 177 road elevation project since it is already in the STIP and programmed for FY 2022. Mr. Payne explained that the TPC wants the project moved up as it is has been a need for decades and flooding has become more prevalent in recent years. Mr. Andy Meyer noted that this project requires environmental review, which is why it is not programmed for an earlier fiscal year. Mr. Scott Meyer requested that the RT K/Notre Dame High School intersection improvements and the reconstruction of IS 55 Exit 93 be marked as the sixth and seventh priorities, respectively. A motion was made by Mr. Meyer to submit the road and bridge needs list recommended by the TPC, with the additional priorities he requested. Mr. Herbst seconded the motion, which passed unanimously.

- **Request by the City of Cape Girardeau for letters of support for two Governor's Transportation Cost-Share Program applications for Veterans Memorial Drive**

  Mr. Scott Meyer and Mr. Guard explained that the City of Cape Girardeau very recently decided to submit two applications for the Governor's Transportation Cost-Share Program. One application is for Veterans Memorial Drive Phase 2, which will connect the Midamerica Crossings development at IS 55 Exit 99 (Center Junction) to the south terminus of Phase 1, which leads to the Greater Cape Girardeau Business Park. Completing Phase 2 would greatly enhance economic development opportunities in the Business Park and in other locations along the interstate. The other application is for Veterans Memorial Drive Phase 6, which will connect the large commercial area at IS 55 Exit 96 to the south terminus of Phase 5 at Hopper Road. Hopper Road serves as the primary connection between two large residential subdivisions on the west side of the interstate and the schools, hospitals, businesses, parks, and trails located on the east side of the interstate. Completing Phase 6 would strengthen this connection between the two sides of the city and provide more direct and efficient routes to and from Hopper Road. In addition, completing Phase 6 would create additional economic development opportunities.

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Mr. Payne noted that completion of these two phases would allow Veterans Memorial Drive to serve as an emergency bypass route if IS 55 were to be closed between Exit 96 and Exit 102.

Mr. Hahs asked if MoDOT is aware of any other applications at this time. Mr. Andy Meyer replied that there will likely be other applications, but they will be for projects outside SEMPO's metropolitan planning area.

A motion was made by Mr. Hahs to have letters of support prepared for the Governor's Transportation Cost-Share Program applications by the City of Cape Girardeau. Mr. Herbst seconded the motion, which passed unanimously.

Member Reports

City of Cape Girardeau – Mr. Meyer reported that the TTF6 Committee will host two public outreach sessions: September 18 at Osage Centre and September 25 at Shawnee Park Center. Both sessions will be from 4:30-6:30 p.m. and will have an open house format. Each participant will be given $10 million in "Cape Cash" and asked to vote with their dollars among sixteen specific projects totaling over $27 million. The total budget for TTF6 is $25 million but the Committee has set aside $13 million for general maintenance and repair and $2 million for contingency and safety. In addition, an online survey will be conducted for those who are unable to attend the public outreach sessions. Mr. Guard explained that the TTF program was initially focused on new transportation infrastructure. In recent years, however, the focus has shifted toward maintenance and repair. It is anticipated that TTF6 will contain some new roads, including Veterans Memorial Drive Phase 6. The City Council will receive a recommended list of projects from the Committee and then determine the final list for the April 2020 ballot.

City of Jackson – Mr. Hahs reported that work on US 61 north of Uptown is going well, but it is presenting some traffic challenges now that the school year has begun. The bid opening for the East Main Street/Shawnee Boulevard Roundabout project is next week. The City's concrete program was awarded to Light Concrete while the asphalt program was awarded to Jokerst. Phase 4 of the Water System Facility Plan is underway, and the work is affecting traffic in some areas.

City of Jackson – Mr. Bollinger reported that a large sewer project along Williams Creek is underway. The electric line relocation project (in preparation for the Center Junction DDI project) has been advertised for bids. The City is in the process of acquiring easements along Farmington Road for a new electric line to serve Jackson Industrial Park.

Cape Girardeau County – Mr. Herbst reported that the County will begin paving roads soon. He noted that there will be approximately $100,000 less in the road fund next year due to the sales tax situation. The County Courthouse is progressing and the design/build process is working well. The central dispatch project is also going well. The Delta Regional Authority grant application is pending review.

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CTA – Ms. Watson reported that she and Mr. Mogelnicki were in Kansas City last week at the Midwest/SW Transit Conference, where the CTA received an Award of Excellence for FTA Region VII for highest percentage increase in ridership (17%; 15,376 riders) among rural transit providers in Missouri from 2017-2018.

SEMO Port – Mr. Harbison reported that the grant projects are moving along.

Cape Regional Airport – Mr. Loy reported that the unofficial boardings figure year-to-date is about 7,800 which puts the airport on target to finish the year with over 10,000 boardings. The Terminal Area Master Plan Study is moving forward rapidly.

SEMO RPC – Mr. Christian reported that he is continuing work on the Public Transit – Human Services Transportation Coordination Plan as well as providing updated data to Mr. Shrimplin for work on the new Title VI Program. FY 2020-2023 TIP Amendment No. 1 is awaiting approval by Governor Parson before being submitted to ONE DOT.

MoDOT – Mr. Okenfuss reported that the Scott City Interchange will open later in the week, which is well ahead of the June 2020 milestone date. The resurfacing work on US 61 and RT K in Cape Girardeau is complete. The resurfacing work on US 61 north of Uptown Jackson is nearing completion. A semi-final inspection of the Bill Emerson Memorial Bridge is scheduled for later this month.

MoDOT – Mr. Meyer reported that it is National Roundabout Week. A Construction Career Day event will be held on October 29; the event is a partnership between MoDOT, the Associated General Contractors of America, the Cape Girardeau Career & Technology Center, and others. He noted that there is a remarkable shortage of employees in the construction and trades industry. Statistics indicate that for every 5 employees hired, only 1 stays. The Career Day event targets high school students.

MoDOT – Mr. Killian reported that the Cape Girardeau County road inventory packet has been submitted to the County Highway Department and will be presented to the County Commission for approval soon. The next application deadline for MODOT's Cost Share Program is October 18.

Staff Report

Mr. Shrimplin and Ms. Green stated that there is nothing new to report.

Other Business and Communications

There was no other business or communications.

Adjournment

There being no further business, the meeting was unanimously adjourned at 2:50 p.m. upon motion made by Mr. Herbst and seconded by Mr. Meyer.

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Respectfully submitted,

Kelly Green, P.E.

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