



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 Street

Agenda Documents, Video
Minutes, and Other Information
www.cityofcape.org/citycouncil

November 4, 2019
5:00 PM

Invocation

Pastor Scott Johnson of Soulful Harvest Ministries in Cape Girardeau

Pledge of Allegiance

Study Session

No action will be taken during the study session

Presentations

- Recognition of Mark Hasheider for Retirement from the City of Cape Girardeau
- Employee Health and Dental Insurance Renewal Presentation
- Beautiful Business Property of the Month

Communications/Reports

- City Council
- Staff

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

1. A public hearing to consider a request to rezone property at 623 North Main Street from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District. (Item 19; BILL NO. 19-168)

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.

2. Approval of the October 16, 2019, City Council regular session minutes and closed session minutes.
3. BILL NO. 19-163, an Ordinance approving the Record Plat of Ahrens Second Subdivision. Second and Third Readings.
4. BILL NO. 19-164, an Ordinance approving the Record Plat of Scheibe's Addition. Second and Third Readings.
5. BILL NO. 19-170, a Resolution authorizing the City Manager to execute a Demolition Contract with Ronald Kucera, Jr., for the demolition of buildings located at 1217 North Water Street and 33 North Henderson Avenue, in the City of Cape Girardeau, Missouri. Reading and Passage.
6. BILL NO. 19-171, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Cape Public Schools, for installation of sixteen boulders at 2880 Hopper Road, in the City of Cape Girardeau, Missouri. Reading and Passage.

7. BILL NO. 19-172, a Resolution authorizing the City Manager to execute a contract with Anthem Blue Cross for Employee Health Insurance Services, in the City of Cape Girardeau, Missouri. Reading and Passage.
8. BILL NO. 19-173, a Resolution authorizing the City Manager to execute a contract with Delta Dental for Employee Dental Insurance Services, in the City of Cape Girardeau, Missouri. Reading and Passage.
9. BILL NO. 19-174, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Brian D. Tracy and Debra A. Tracy, for an irrigation system and other improvements, at 689 Highland Drive, in the City of Cape Girardeau, Missouri. Reading and Passage.
10. BILL NO. 19-176, a Resolution authorizing the City Manager to execute a Release of Lien for property located at 306 South Benton Street, under the Federal Home Loan Bank Affordable Housing Grant Program, in the City of Cape Girardeau, Missouri. Reading and Passage.
11. BILL NO. 19-177, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with D Bold Enterprises, LLC, for installation of an awning at 120 Broadway, in the City of Cape Girardeau, Missouri. Reading and Passage.
12. BILL NO. 19-178, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with The Highlands at Hopper Crossing HOA, LLC, for installation of a monument sign at 999 Lochinvar, in the City of Cape Girardeau, Missouri. Reading and Passage.
13. Approval of a time extension for the special use permit issued to Derek and Karla Cornelius for a billboard at 3849 Business Park Place.
14. Accept construction and authorize final payment to Kiefner Brothers, Inc., for the Police Station, Jail and Municipal Court Design Build Project.
15. Accept the Improvements and Authorize Final Payment to Nip Kelley Equipment Company, Inc., for the Independence Street Sidewalks Project, TAP-1500(023).

Items Removed from Consent Agenda

New Ordinances

16. BILL NO. 19-165, an Ordinance approving the Record Plat of Journee Lane Subdivision. First Reading.
17. Bill NO 19-166 An Ordinance Amending Chapter 5 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding the Liquor License Review Board and Appeals. First Reading.
18. BILL NO. 19-167, an Ordinance authorizing the issuance of a Special Tax Bill for property located at 1018 Good Hope Street, for the demolition of a dangerous building under the provisions of Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri. First Reading.

19. BILL NO. 19-168, 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 623 North Main Street, in the City and County of Cape Girardeau, Missouri, from M-1, PD, and R-4 to CBD. First Reading.
20. BILL NO. 19-169, an Ordinance authorizing the City Manager to execute an Agreement for Professional and Construction Services with Penzel Construction Company, Inc., for the new City Hall located at 44 North Lorimier, in the City of Cape Girardeau. First Reading.
21. BILL NO. 19-179, an Ordinance amending Section 26-246 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding parking near crosswalks. First Reading.

Appointments

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

Other Business

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.

Advisory Board Minutes



Staff: Ryan Shrimplin, AICP - City Planner
Agenda: 11/4/2019

AGENDA REPORT
 Cape Girardeau City Council

19-237

SUBJECT

A public hearing to consider a request to rezone property at 623 North Main Street from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District).

EXECUTIVE SUMMARY

A public hearing has been scheduled for November 4, 2019 to consider a request to rezone property at 623 North Main Street. An ordinance approving the rezoning is on this agenda as a separate item.

BACKGROUND/DISCUSSION

An application has been submitted to rezone property at 623 North Main Street from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District).

The immediately surrounding properties are zoned PD (Planned Development District) to the north and east, R-4 (Medium Density Multifamily Residential District) to the west, and M-1 (Light Manufacturing/Industrial District) to the south. This area consists of a mix of residential, commercial, and industrial uses. The Comprehensive Plan's Future Land Use and Infrastructure Map shows the subject property as Downtown Commercial.

A public hearing has been scheduled for November 4, 2019 to consider the rezoning request. An ordinance approving the rezoning is on this agenda as a separate item.

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 properties along the west side of North Main Street between Broadway and the casino are in various zoning districts, but the Comprehensive Plan's Future Land Use and Infrastructure Map shows them all as Downtown Commercial. The proposed zoning district (CBD) is the zoning equivalent of the Downtown Commercial land use designation. CBD is particularly appropriate for these properties due to the mix of uses already present and the potential for additional mixed use developments. In addition, several of these properties are small and do not have sufficient space to provide off-street parking as required by the Development Code (Chapter 25 of the City's Code of Ordinances). This is case with the subject property. CBD is the only zoning district where off-street parking is not required. For these reasons, the proposed zoning district is reasonable and in reasonable conformity with the surrounding properties.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on October 2, 2019 and recommended approval of the rezoning request by a vote of 7 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on October 13, 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:
Staff Review-Referral-Action Form.pdf	623 North Main Street - Staff RRA Form
Map - Zoning - 623 N Main.pdf	623 North Main Street - Zoning Map

Map - FLU - 623 N Main.pdf	623 North Main Street - FLU Map
Application - 623 North Main Street.pdf	623 North Main Street - Application
CBD.pdf	CBD District Regulations

CITY OF CAPE GIRARDEAU, MISSOURI

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

FILE NO. 1391

LOCATION: 623 North Main Street

STAFF REVIEW & COMMENTS:

The James Reynolds House Foundation is requesting to rezone the property at 623 North Main Street and adjacent parcel to the north from PD (Planned Development), R-4 (Medium Density Multi-family Residential) and M-1 (Light Manufacturing/Industrial) to CBD (Central Business District). SEE STAFF REPORT FOR FURTHER INFORMATION

[Signature]
City Planner

9/20/19
Date

W. ERIC CUNNINGHAM
City Attorney

SEPT. 20, 2019
Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

[Signature]
City Manager

Sept 20 2019
Date

Planning & Zoning Commission

Public Hearing Sign Posting Date: 9-25-19 Public Hearing Date: 10-2-19

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 4 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

[Signature]
Kevin Greaser
Planning & Zoning Commission Secretary

City Council Action

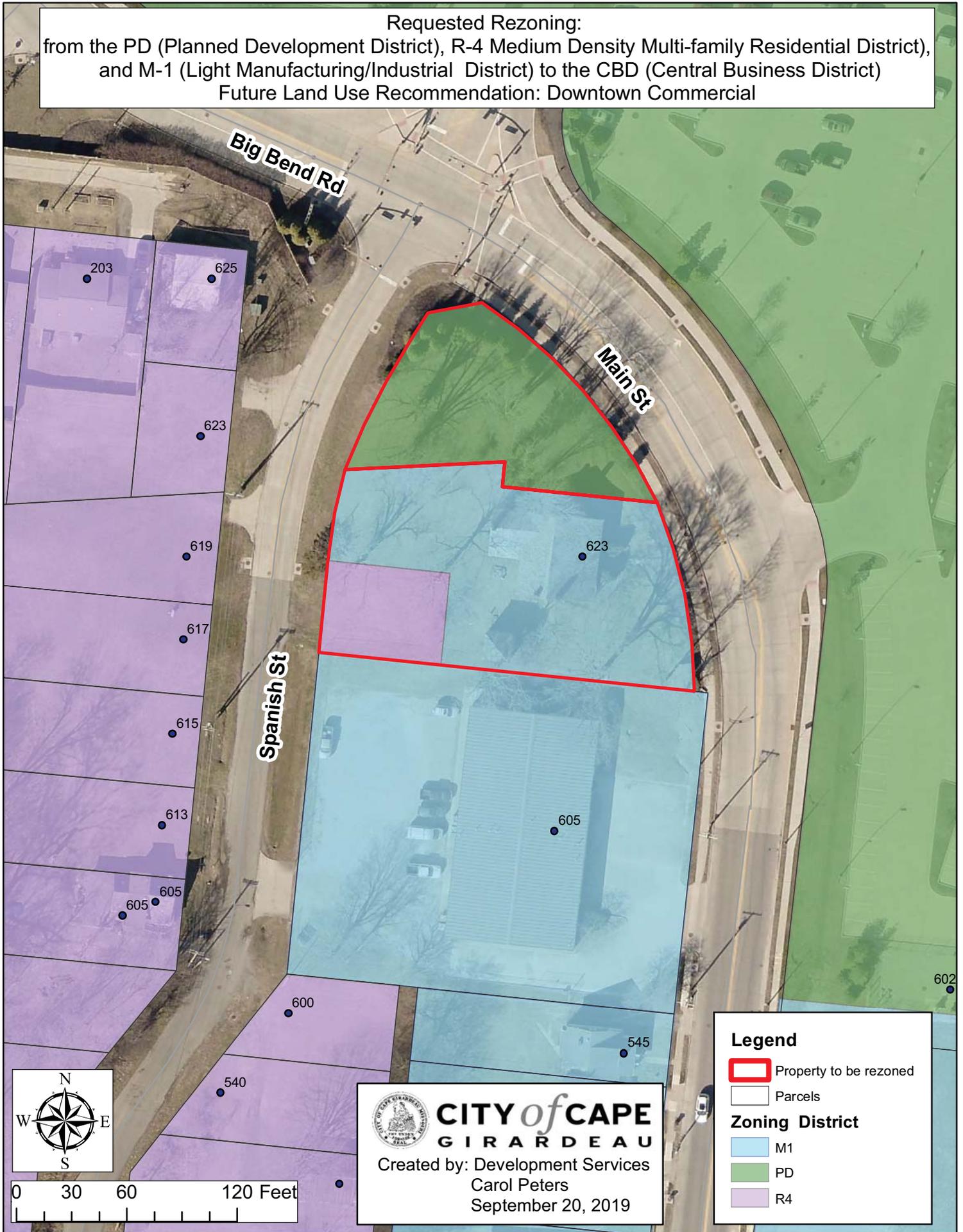
Posting Dates: Sign _____ Newspaper 10-13-19 Public Hearing Date: 11-4-19
Ordinance 1st Reading 11-4-19 Ordinance 2nd & 3rd Reading: _____

VOTE COUNT: _____ Favor _____ Oppose _____ Abstain

ORDINANCE # _____ **Effective Date:** _____

Rezoning Request - 623 North Main Street & adjacent parcel to the north

Requested Rezoning:
from the PD (Planned Development District), R-4 Medium Density Multi-family Residential District),
and M-1 (Light Manufacturing/Industrial District) to the CBD (Central Business District)
Future Land Use Recommendation: Downtown Commercial



Legend

Property to be rezoned

Parcels

Zoning District

M1

PD

R4

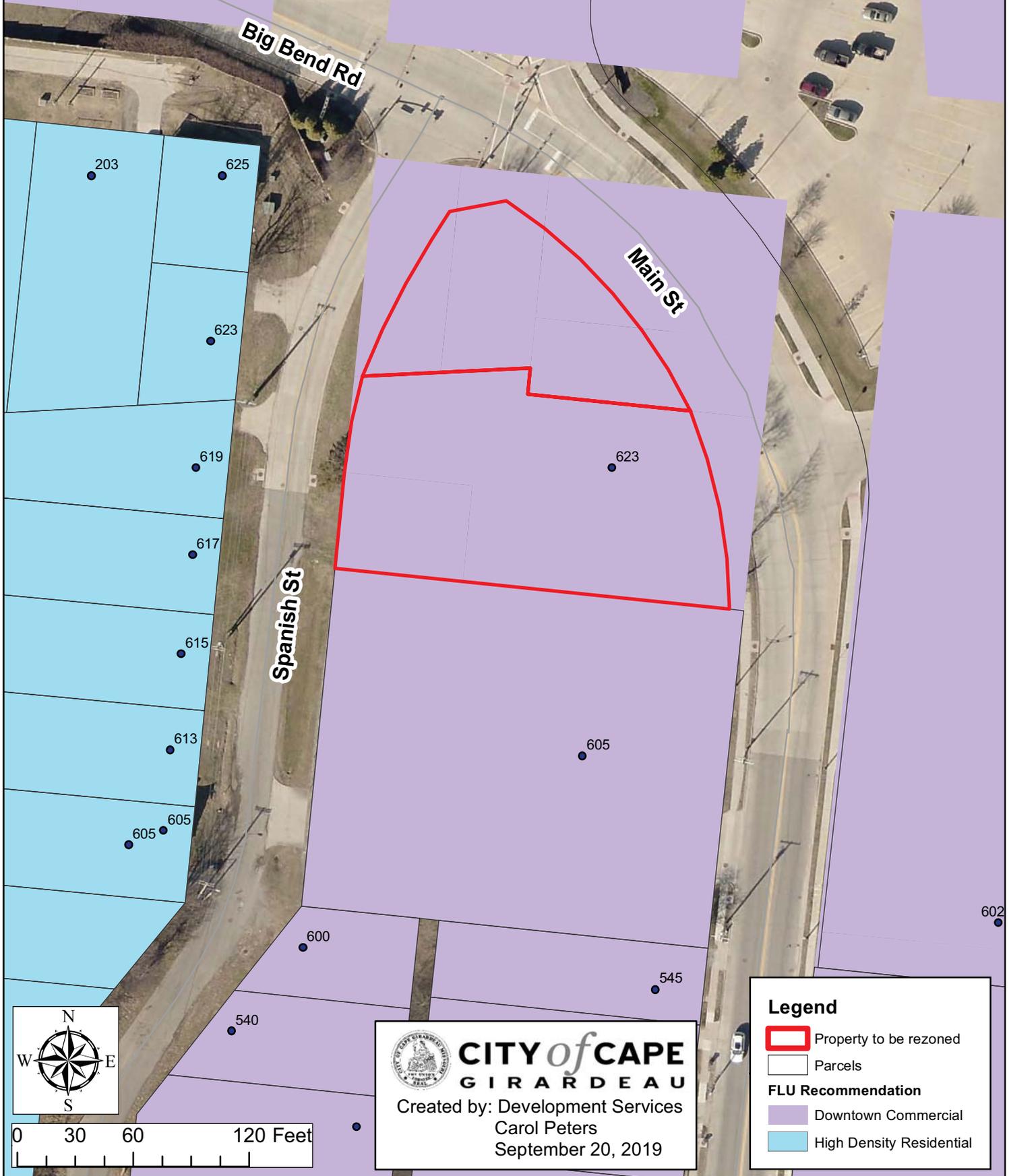


CITY of CAPE GIRARDEAU

Created by: Development Services
Carol Peters
September 20, 2019

Rezoning Request - 623 North Main Street & adjacent parcel to the north

Requested Rezoning:
from the PD (Planned Development District), R-4 Medium Density Multi-family Residential District),
and M-1 (Light Manufacturing/Industrial District) to the CBD (Central Business District)
Future Land Use Recommendation: Downtown Commercial





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 623 N. Main Street, Cape Girardeau, Missouri, 63701			
Applicant Alyssa Phares c/o the James Reynolds House Foun.		Property Owner of Record (if other than Applicant)	
Mailing Address 276 S. Mount Auburn	City, State, Zip Cape Girardeau, MO 63701	Mailing Address 276 S. Mount Auburn	City, State, Zip Cape Girardeau, MO 63701
Telephone 3095305154	Email jreynoldshousefoundation@gmail.com	Telephone 3095305154	Email jreynoldshousefoundation@gmail.com
Contact Person (If Applicant is a Business or Organization) Alyssa Phares		<i>(Attach additional owners information, if necessary)</i>	
Type of Request: Rezoning, Special Use Permit, or Both Rezoning			
Existing Zoning M-1 (Light Manufacturing/Industrial) and R-4 (Medium Dens		Proposed Zoning District (Rezoning requests only) CBD - Central Business District (Downtown Commercial)	

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

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows: Beginning at a point on the West line of Main Street 113 feet South of the South line of Mill Street; thence West parallel to the South line of Mill Street 125 feet more or less to a point on the West line of Lot 6 of Ingram's Addition, produced South; thence North along the said west line of Lot 6 of Ingram's Addition, produced 14 feet more or less to the southwest corner of said Lot 6; thence Westwardly along the south line of Lots 7 and 8 of Ingram's Addition to the southwest corner of Lot 8 of Ingram's Addition, which corner is on the east line of Spanish Street; thence South along the East line of Spanish Street produced to a point; said point being 230 feet North of the south line of Out Lot No. 32 (said south line of Out Lot No. 32 being also the North line of Lot 10 in Block 1 of Ranney Place); thence East parallel with said South line of Out Lot No. 32, 66.6 feet; thence South parallel with the East line of Spanish Street 50 feet to a point; thence East parallel to the South line of Out Lot No. 32, 147.4 feet more or less to the West line of Main Street; thence North along the West line of Main Street 98 feet to the Point of Beginning.

** See addendum for additional legal description

Describe the proposed use of the property.

The James Reynolds House is a local landmark property and is listed on the National Register of Historic Places. The James Reynolds House is a unique and convenient venue for small business meetings, retreats, meetings of nonprofit organizations and for small corporate functions of less than 50 persons. It will also offer an intimate venue for bridal and baby showers, rehearsal dinners and special celebrations as deemed appropriate by the Reynolds House Foundation. A warming kitchen will be available for renters' catering contractors to use, but will not be available for preparing meals. The James Reynolds House will feature a gallery of wall art that centers around the history of Cape Girardeau, Historic Preservation, Architecture, Anthropology and other Public History related disciplines. The James Reynolds House will be an example of a rehabilitated historic property proving useful in the in the 21st century and hopes to be an important catalyst to the Red Star District's revitalization.

Application continues on next page

OFFICE USE ONLY			
Date Received & By	File No.	MUNIS Application No.	
9-16-19 cp	1391	9272	
Planning & Zoning Commission Recommendation	Date		
City Council Final Action	Date		

Special Use Criteria (Special Use Permit requests only)

Explain how the Special Use Permit request meets the criteria below. Attach additional sheets, if necessary.

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

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

Alyssa Phares Alyssa Phares
Property Owner of Record Signature and Printed Name

9/16/19
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.

Alyssa Phares Alyssa Phares
Applicant Signature and Printed Name

9/16/19
Date

** Legal Description Addendum for Reynolds House

FULL LEGAL DESCRIPTION

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:

Beginning at a point on the West line of Main Street 113 feet South of the South line of Mill Street; thence West parallel to the South line of Mill Street 125 feet more or less to a point on the West line of Lot 6 of Ingram's Addition, produced South; thence North along the said west line of Lot 6 of Ingram's Addition, produced 14 feet more or less to the southwest corner of said Lot 6; thence Westwardly along the south line of Lots 7 and 8 of Ingram's Addition to the southwest corner of Lot 8 of Ingram's Addition, which corner is on the east line of Spanish Street; thence South along the East line of Spanish Street produced to a point; said point being 230 feet North of the south line of Out Lot No. 32 (said south line of Out Lot No. 32 being also the North line of Lot 10 in Block 1 of Ranney Place); thence East parallel with said South line of Out Lot No. 32, 66.6 feet; thence South parallel with the East line of Spanish Street 50 feet to a point; thence East parallel to the South line of Out Lot No. 32, 147.4 feet more or less to the West line of Main Street; thence North along the West line of Main Street 98 feet to the Point of Beginning.

Part of Out Lot Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:

Begin at a point at the southwest corner of Main Street and Mill Street; thence run South along the west line of Main Street 211 feet to a corner; thence run West parallel with Mill Street 147.4 feet to the point of beginning; thence North 50 feet to a point; thence West 66.6 feet to the east line of Spanish Street for a corner; thence South along the east line of Spanish Street 50 feet to a corner; thence East parallel with Mill Street 66.6 feet to the beginning point.

Reynolds House Immediate Neighbors

Hawthorn Group LTD

605 N. Main St.

Cape Girardeau, MO 63701

Dream Big LLC

619 Spanish St.

Cape Girardeau, Mo 63701

Linda & Michael Lawrence

625 N. Spanish St.

Cape Girardeau, MO 63701

Lyle Randolph c/o the Isle of Capri Cape Girardeau

777 Main Street

Cape Girardeau, MO 63701

Sec. 30-332. - CBD, central business district.

(a) *Purpose.* The central business district [CBD] provides for the development of high density, compact, pedestrian oriented shopping, office, service, entertainment and residential districts. The districts are intended to be mixed-use districts that accommodate a variety of uses. It is intended specifically for the older downtown areas including: Broadway, Riverfront and Good Hope/Haarig areas of the City of Cape Girardeau. It is intended to allow flexible setbacks, smaller lot sizes, and increased lot coverage to encourage dense development in the urban core of the community. This district is designed to protect the small community appeal, integrity, character, and charm within the central business district by encouraging redevelopment that focuses on architecturally appropriate design standards typical of the city's early development history. These areas may also be experiencing or be in need of rehabilitation or redevelopment. This district is intended to accommodate the transition that must occur if these areas are to continue to contribute to the vitality of the city. The regulations of the central business district are intended to allow greater flexibility for tracts of land in the central business district than is permitted by other district regulations, where the planned development of such tracts would better reflect the character of the site and enhance the appearance and economic vitality of the downtown area.

(b) *Permitted principal uses.*

- (1) Any business that provides, displays, advertises and sells goods, supplies or services to the general public, as long as all activities associated with said business are contained entirely indoors as stated in the standards set forth in section 30-332(e)(2).
- (2) General retail and office, including banks and financial institutions.
- (3) Any governmental building, including police and fire stations.
- (4) Residential uses.
- (5) Hotels.
- (6) Medical facilities.
- (7) Health and fitness centers.
- (8) Public parks, playgrounds and recreational facilities.
- (9) Private institutions of higher education.
- (10) Nursing homes, senior citizen housing or retirement homes.
- (11) Commercial day cares.
- (12) Microbrewery.
- (13) Bed and breakfasts.
- (14) Restaurants, bars.
- (15) Medical marijuana dispensary facilities, as permitted in section 30-415, supplemental regulations.

(c) *Permitted accessory uses.*

- (1) Accessory structures and uses customarily incidental to the above uses including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-403, supplemental regulations.
- (2) Solar energy systems, as permitted in section 30-410, supplemental regulations.
- (3) Short term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(d) *Special uses.*

- (1) Helicopter landing pad, heliport or other landing areas in relationship with medical facilities.
- (2) Telecommunication tower, as permitted in section 30-404, supplemental regulations.
- (3) Marina or dock.

- (4) The allowance of additional height, not to exceed sixty (60) feet or five (5) stories.
 - (5) Excursion gambling boat or floating gambling facility, as permitted in section 30-409, supplemental regulations.
 - (6) Wind energy conversion systems, as permitted in section 30-410, supplemental regulations.
 - (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) Long term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.
- (e) *Standards.*
- (1) All activities and permitted uses except the following shall be conducted entirely within a closed building.
 - a. Off-street parking and loading facilities.
 - b. Banks and financial institutions including automatic teller machines and drive-thru facilities with a maximum of two (2) teller stations or lanes.
 - c. Outdoor eating and drinking facilities.
 - d. Public parks, playgrounds and recreational facilities.
 - e. Outdoor live or amplified music provided that they are in compliance with the city's nuisance ordinance.
 - (2) All activities and permitted uses except the following shall be conducted entirely within a closed building.
 - a. Off-street parking and loading facilities.
 - b. Banks and financial institutions including automatic teller machines and drive-thru facilities with a maximum of two (2) teller stations or lanes.
 - c. Outdoor eating and drinking facilities.
 - d. Public parks, playgrounds and recreational facilities.
 - e. Outdoor live or amplified music provided that they are in compliance with the city's nuisance ordinance.
 - (3) Alteration of existing buildings:
 - a. Original window openings on public facing elevations should be maintained or retained.
 - b. Original upper story design details and features shall not be removed or obscured.
 - (4) New construction shall be compatible with the existing buildings in scale, height, materials, massing and rhythm and proportion of openings.
 - (5) Storefronts shall maintain traditional size, shape, spacing, patterns and alignment of openings of storefronts.
 - (6) The primary entrance for commercial buildings shall be oriented toward the street.
 - (7) Building setbacks:
 - a. *Residential:* Should be aligned by a uniform distance from sidewalks.
 - b. *Commercial:* Maintain alignment of facades along sidewalks.
 - (8) Height:
 - a. The height of additions or new construction should be within a similar range of the buildings in the surrounding blocks.
 - b. Corner buildings or buildings on the ends should be similar in height to buildings on adjoining corners.
 - (9) Materials that are comparable in quality, color, texture, finish and dimension to existing materials and buildings within the district should be used.
 - (10) Consistent rooflines should be maintained with adjacent buildings.
- (f) *Height, area, bulk and setback requirements.*

- (1) *Maximum height:* Three (3) stories not to exceed forty (40) feet.
- (2) *Minimum lot area:* None.
- (3) *Minimum lot width:* None.
- (4) *Maximum density:* None.
- (5) *Minimum yard requirements:*
 - a. *Front yard:* None, except fifteen (15) feet when across from a residential zoning district.
 - b. *Rear yard:* None, except fifteen (15) feet when adjacent to a residential zoning district.
 - c. *Side yard:* None, except fifteen (15) feet when adjacent to a residential zoning district.
- (6) *Maximum building coverage, including accessory buildings:* One hundred (100) percent of the lot.
- (g) *Open space, landscaping and bufferyard requirements.*
 - (1) Open space requirements: No minimum percentage required.
 - (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 or R-3 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 use set forth in section 25-202.

(Ord. No. 5211, art. 3, 7-15-19)

Editor's note— Ord. No. 5211, art. 3, adopted July 15, 2019, repealed the former § 30-332 and enacted a new section as set out herein. The former § 30-332 pertained to similar subject matter and derived from Ord. No. 5012, art. 5, adopted Oct. 2, 2017.

Staff: Gayle L. Conrad,
CMC/MRCC, Director of
Agenda: Citizen Services/City Clerk
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

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

ATTACHMENTS:

Name:	Description:
MINUTES.pdf	Regular Session minutes 2019.10.07
2019.10.16 RegularsessionMinutes.pdf	Minutes 2019-10-16 regular session

STUDY SESSION – October 16, 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 16, 2019, starting at 5:00 p.m. with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Stacy Kinder, Shelly Moore, Dan Presson, and Nate Thomas present.

REGULAR SESSION – October 16, 2019**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session at the Cape Girardeau City Hall on Monday, October 16, 2019, at 6:10 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Stacy Kinder, Shelly Moore, Dan Presson, and Nate Thomas present.

ADOPTION OF THE AGENDA

A Motion was made by Dan Presson, Seconded by Shelly Moore, to adopt the Agenda with agenda items numbered 7 and 9 removed from the Consent Agenda.
Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

APPEARANCES

None.

CONSENT AGENDA

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

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.

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.

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.

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.

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

Regular**October 16, 2019****KK-294**

Ordinances of the City of Cape Girardeau, Missouri. Second and Third Readings.

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.

Accept the sanitary sewer infrastructure public improvements to serve Cape West Crossings.

Accept the Improvements and Authorize Final Payment to Fronabarger Concreters, Inc. for the Margaret and Janet Drives Stormwater Drainage Improvements

A Motion was made by Ryan Essex, Seconded by Dan Presson, to approve and adopt. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas. Mr. Guard requested that consideration be given to adding a fourth control tower operator in next year's operating budget due to safety concerns.

BILL NO. 19-152 will be Ordinance No. 5234; BILL NO. 19-154 will be Ordinance No. 5235; BILL NO. 19-155 will be Ordinance No. 5236; BILL NO. 19-156 will be Ordinance No. 5237; BILL NO. 19-157 will be Ordinance No. 5238; BILL NO. 19-161 will be Resolution No. 3291.

ITEMS REMOVED FROM CONSENT AGENDA:

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.

A Motion was made by Robbie Guard, Seconded by Stacy Kinder, to approve and adopt. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas. BILL NO. 19-159 will be Resolution No. 3290.

Upon questioning by Mr. Guard, Deputy City Manager Molly Mehner reviewed the RFQ process utilized for this project.

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.

A Motion was made by Robbie Guard, Seconded by Nate Thomas, to approve and adopt. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

Upon questioning by the Council, Police Chief Wes Blair stated that St. Francis Medical Center approached the City with this idea one to two years ago. He explained how this program will benefit the hospital as well as the citizens and reviewed details of the agreement. This type of program is common in hospitals and trauma centers in larger cities.

BILL NO. 19-162 will be Resolution No. 3292.

NEW ORDINANCES

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

Regular**October 16, 2019****KK-295**

Master Plan and Airport Layout Plan Update, at the Cape Girardeau Regional Airport. First, Second, and Third Readings.

Upon questioning by Council, Deputy City Manager Molly Mehner stated emergency reading is necessary because the grant documents are due by the end of October.

A Motion was made by Dan Presson, Seconded by Robbie Guard, to approve and adopt. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

BILL NO. 19-160 will be Ordinance No. 5239.

BILL NO. 19-163, an Ordinance approving the Record Plat of Ahrens Second Subdivision. First Reading.

A Motion was made by Ryan Essex, Seconded by Robbie Guard, to approve. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

BILL NO. 19-164, an Ordinance approving the Record Plat of Scheibe's Addition. First Reading.

A Motion was made by Ryan Essex, Seconded by Robbie Guard, to approve. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

APPOINTMENTS

Appointment to the Airport Advisory Board.

A Motion was made by Robbie Guard, Seconded by Ryan Essex, to appoint Mike Marshall to the Airport Advisory Board for a term expiring April 30, 2021. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

Appointment to the Parks and Recreation Advisory Board

A Motion was made by Robbie Guard, Seconded by Ryan Essex, to appoint David Cantrell, Tracey Glenn, Nicholas Snyder, and Ken Stilson to the Parks and Recreation Advisory Board for a term expiring October 29, 2022. Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

OTHER BUSINESS

A Motion was made by Robbie Guard, Seconded by Dan Presson to change the following dates of City Council Meetings in 2020:

Monday, January 20, 2020, Martin Luther King Jr, Day – change to Tuesday, January 21, 2020

Monday, September 7, 2020, Labor Day – change to Tuesday, September 8, 2020

Motion passed. 7-0. Ayes: Essex, Fox, Guard, Kinder, Moore, Presson, Thomas.

MEETING ADJOURNMENT

A Motion was made by Ryan Essex, Seconded by Nate Thomas to adjourn from regular session and to convene to closed session for legal actions and litigation and confidential communications with legal counsel pursuant to RSMo. Sections 610.021(1).

Motion passed. 7-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Moore, Presson.

Regular

October 16, 2019

KK-296

The Regular Session ended at 6:35 p.m.

Bob Fox, Mayor

Gayle L. Conrad, City Clerk



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Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-232

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

9/19/19

 Date



 City Attorney

SEPT. 20, 2019

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

Sept 20, 2019

 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

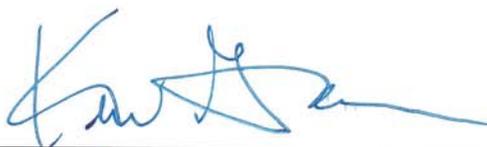
	Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Favor	Oppose	Abstain
Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VOTE COUNT: 7 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



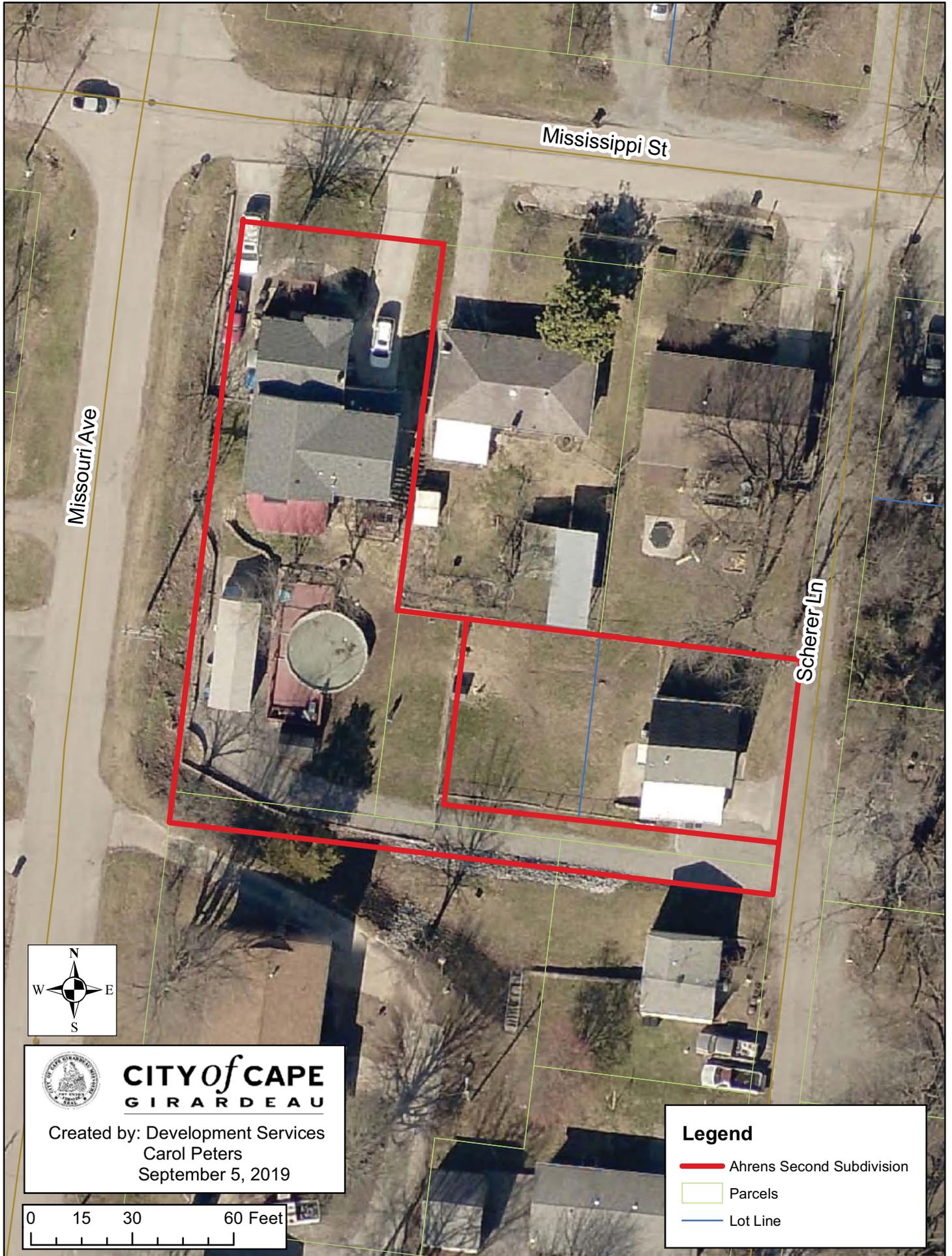
 Kevin Greaser
 Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ Effective Date: _____

Ahrens Second Subdivision



Staff: Ryan Shrimplin, AICP - City Planner
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-233

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.

By 832 -
 City Planner

8/26/19
 Date

W. ERIC CANNINGHAM
 City Attorney

AUGUST 26, 2019
 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:

[Signature]
 City Manager

Aug. 26, 2019
 Date

Planning & Zoning Commission

RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 6 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:

[Signature]
 Kevin Greaser
 Planning & Zoning Commission Secretary

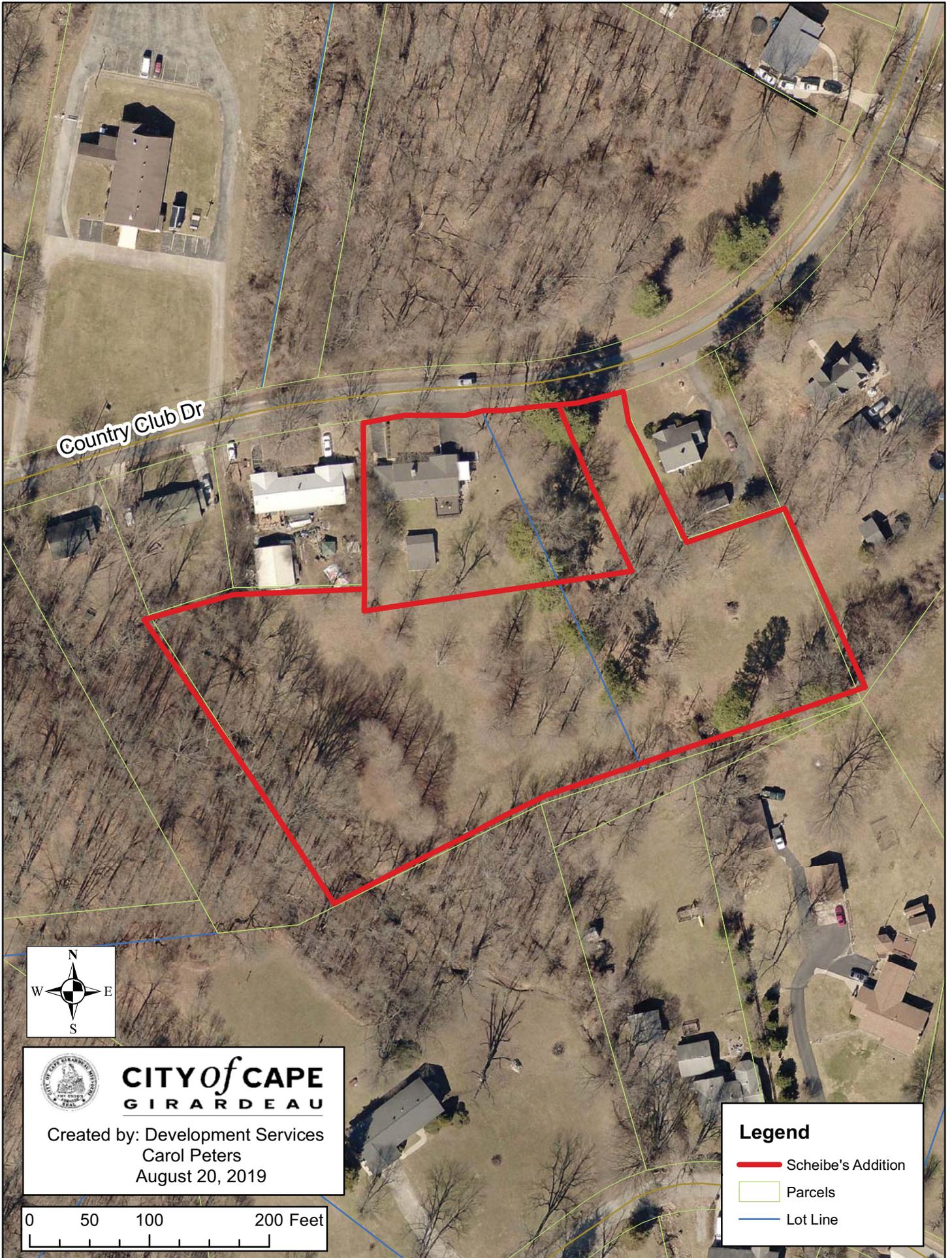
City Council Action

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

Scheibe's

Name of Subdivision 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.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.

 **JOHN S. SCHEIBE** 7/15/2019
 Applicant Signature and Printed Name Date

OFFICE USE ONLY	
Date Received & By <u>8-16-19</u>	MUNIS Application No. _____
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-238

SUBJECT

A Resolution authorizing the City Manager to execute a Demolition Contract with Ronald Kucera, Jr., for the demolition of buildings located at 1217 North Water Street and 33 North Henderson Avenue, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes the City Manager to execute a contract for the demolition of condemned buildings at 1217 North Water Street and 33 North Henderson Avenue.

BACKGROUND/DISCUSSION

Certain buildings located at 1217 North Water Street and 33 North Henderson Avenue were declared "dangerous buildings" per Chapter 7, Article VII of the City's Code of Ordinances. Pursuant to the Code, public hearings were held on April 20, 2018 and July 18, 2018 respectively. The Building Supervisor issued orders to repair or demolish the buildings by October 31, 2018 and January 4, 2019, respectively. Even after time extensions were granted, the property owners have not taken action to comply with the orders. As provided for in the Code, the City may cause the buildings to be demolished and a special tax bill issued for the cost of the demolitions. The City advertised the demolitions for bids, and five bids were received. A tabulation of the bids is attached. For 1217 North Water Street, the bids ranged from \$4,800.00 to \$9,600.00. For 33 North Henderson Avenue, the bids ranged from \$6,850.00 to \$18,434.00. Ronald Kucera, Jr. was the low bidder on 1217 North Water Street. The low bid on 33 North Henderson Avenue was rejected after speaking with the bidder, who did not account for the asbestos removal. The next lowest bidder was Ronald Kucera, Jr. A demolition contract with Ronald Kucera, Jr. in the amount of \$16,500.00 (\$4,800.00 for 1217 North Water Street and \$11,700.00 for 33 North Henderson Avenue) has been prepared and is attached. References have been submitted and approved.

FINANCIAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute the demolition contract for 1217 North Water Street and 33 North Henderson Avenue

ATTACHMENTS:

Name:	Description:
-------	--------------

Demolition Contract Ronald Kucera Jr..doc	Resolution
Demolition Contract Ronald Kucera Jr..pdf	Demolition Contract Ronald Kucera, Jr.
Bid Tabulation Sheet.pdf	Bid Tabulation Sheet

BILL NO. 19-170

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A DEMOLITION CONTRACT WITH RONALD KUCERA, JR., FOR THE DEMOLITION OF BUILDINGS LOCATED AT 1217 NORTH WATER STREET AND 33 NORTH HENDERSON AVENUE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a demolition contract with Ronald Kucera, Jr., for the demolition of buildings located at 1217 North Water Street and 33 North Henderson Avenue, in the City of Cape Girardeau, Missouri. The demolition contract shall be in substantially the form attached hereto, which document is hereby approved by the City Council, and incorporated herein by reference, with such changes 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

DEMOLITION CONTRACT

This agreement, entered into this ____ day of _____, 2019, by and between the City of Cape Girardeau, Missouri, a Municipal Corporation, hereinafter referred to as "City", and Ronald Kucera, Jr., 160 Tolbert Drive Jackson, MO 63755, hereinafter referred to as "Contractor."

In consideration of the mutual covenants contained herein and other good and valuable consideration, City and Contractor agree as follows:

1. Contractor shall totally demolish the following building:

1217 North Water Street (Tract No. 975)

Remove one (1) story wood frame single family residence. Remove footing and foundation, all rubbish and debris. All rubbish and debris to be hauled to an approved landfill. Bury concrete on the site with a minimum of 2 ft. of fill. Fill, grade, seed and straw.

33 North Henderson Avenue (Tract No. 976)

Remove one and a half (1½) story brick and wood frame single family residence with asbestos roof and basement. Remove footing and foundation, sidewalks, rear wood fence, all rubbish and debris. All rubbish and debris to be hauled to an approved land fill. Dispose of asbestos roof as per DNR Regulations. Bury concrete and brick on the site with a minimum of 2 ft. of fill. Fill, grade and seed the entire lot.

2. All debris and rubbish shall be removed from the demolition site and deposited at a site satisfactory to the City. All holes left by removal of the foundations shall be filled with good dirt, free of debris, and compacted to a density equal to the surrounding ground. Dirt required for filling any holes shall be obtained at a site satisfactory to the City Engineer. Contractor will be responsible for any damage done to the sidewalks, alleys or streets adjoining the property. All utilities shall be disconnected prior to demolition. Contractor shall take all necessary care to protect nearby buildings, drives, motor vehicles, and all adjoining property, and the Contractor is to leave same in condition equal to that which now exists.

3. Contractor shall provide all labor and materials, and furnish and direct at its own expense, whatever equipment or work may be necessary for the expeditious and proper execution of its duties under this contract.

4. Contractor shall secure, at its own expense, all permits, licenses and consents required by law or necessary to perform this work and will give all notices and pay

all fees and otherwise comply with applicable city, county and state laws, ordinances, rules and regulations.

5. Should Contractor at any time refuse or neglect to supply adequate materials or equipment or a sufficient number of properly skilled workmen, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of the agreements of this contract, City may, at its election, immediately terminate this agreement, giving notice to Contractor in writing of such election, and enter on the premises and take possession for the purpose of completing the work included under this agreement, and may employ any other person or persons to finish the work and to provide the materials therefor at the expense of Contractor.

6. Contractor shall indemnify City from all claims, demands, suits and actions of every name and description brought against the City for or on account of any injuries or damages received or sustained by any parties by or as a result of the acts or omission of Contractor, his servants or agents, in doing the work herein described, or by or as a result of any negligence in guarding the same, or on account of any improper equipment or materials utilized in performing the work.

7. Contractor shall prior to commencing work furnish to City a certified check or a surety bond, the form of the bond and surety company to be approved by the City, in the amount of Sixteen Thousand Five Hundred Dollars (\$16,500.00), conditioned on the performance by Contractor of all its duties hereunder.

8. Contractor agrees to file with the City prior to commencement of work, a certificate of insurance naming the City as coinsured and showing that the Contractor has in force for a period equal to the period of the contract a policy of general liability insurance insuring Contractor against liability for personal injuries and property damage arising out of the contract in a minimum amount of \$100,000.00 for injury or damage to any one person and \$2,000,000.00 for injuries or damages received in any one accident. Contractor agrees to provide and maintain during the entire term of the contract and until final acceptance of the work by the City, workers compensation insurance for all of its employees at the site of the work.

9. Upon satisfactory performance by Contractor of its duties under this contract, and acceptance of said work by the City Engineer or his or her designee, City will pay Contractor the sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00).

10. Time is of the essence of this agreement and Contractor agrees to begin working within ten (10) days after the date of this contract and to complete the work within Sixty (60) days, and in case the contract is not completed within this length of time, excepting extensions granted to the Contractor for delays caused by conditions beyond his control, Contractor will pay the City for damages the sum of Fifty Dollars (\$50.00) per day for each day over Sixty (60) days it is required to complete the work covered under this contract.

11. Contractor shall not assign or sublet this contract or any portion thereof without the prior written consent of the City.

12. Failure of the City to insist in any one or more instance on a strict performance of all of the terms or conditions of this contract, or to exercise any right herein contained, shall not be construed as a future waiver or a relinquishment of the provisions or rights, but the same shall continue and remain in full force and effect. None of the terms or conditions of this contract shall be altered, waived, modified or abandoned in any manner except by written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Cape Girardeau, Missouri, the day and year first above written.

CITY OF CAPE GIRARDEAU, MISSOURI

Scott A. Meyer, City Manager

ATTEST:

Gayle L. Conrad, City Clerk

Ronald Kucera, Jr

Ronald Kucera, Jr.
[Typed Name of Signer]

ATTEST:

[Typed Name of Secretary]

City of Cape Girardeau

Demolition Bid Opening – October 28, 2019

Tabulation of Bids

Contractor	33 North Henderson Avenue	1217 North Water Street
Eagle Excavating, LLC	15,000.00	9,600.00
Steve's Hauling & Excavating	18,434.00	6,734.00
Ronald Kucera, Jr.	11,700.00	4,800.00
Logan Blevins Excavating	6,850.00 <i>NE 3124</i>	5,750.00
Mungle Trucking & Excavating	17,400.00	7,500.00



Staff: Kelly Green, P.E., City
Agenda: Engineer
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-239

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Cape Public Schools #63, for installation of 16 boulders 3'X3' to 4'X4' in size. They will be placed along the outside of the fence that runs along the length of the playground. The boulders will be spaced approximately six feet apart and cover a distance of about 80 feet. The boulders will be located in the city's right of way adjacent to 2880 Hopper Road in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

Cape Girardeau Public Schools #63, has requested the City Manager to execute a License and Indemnity Agreement to place 16 boulders within the City's right of way at 2880 Hopper Road, in the City of Cape Girardeau, Missouri. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Cape Girardeau Public Schools #63 as requested.

FINANCIAL IMPACT

There will be no financial impact for the City of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with Cape Public Schools #63 for installation of 16 boulders that will be located within the City's right of way at 2880 Hopper Road in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
L I Cape Public Schools Decorative boulders 2880 Hopper Road.doc	Resolution
2880 Hopper Road L I - Clippard School.doc	2880 Hopper Road

BILL NO. 19-171

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH CAPE PUBLIC SCHOOLS, FOR INSTALLATION OF SIXTEEN BOULDERS AT 2880 HOPPER ROAD, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Cape Girardeau Public Schools #63, for installation of sixteen (16) boulders, on the City's right of way adjacent to 2880 Hopper Road, 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

LICENSE AND INDEMNITY AGREEMENT
2880 Hopper Road
Cape Girardeau, MO 67301

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City", granting Cape Public School District No. 63, hereinafter known as "Licensee", permission to use and place certain improvements and conduct certain activities on City property which is located at 2880 Hopper Road in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensee a license to use and place certain improvements to-wit:

To install 16 large boulders 3'X3' to 4'X4' in size. They will run the length of the outside of the fence but be "butted" up to the fence that runs along the length of the playground. The boulders will be spaced approximately six feet apart and cover a distance of about 80 feet. Located in the city's right of way adjacent to 2880 Hopper Road in the City of Cape Girardeau, Missouri

Licensee, and their successors, heirs and assigns all agree as follows:

- A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
- B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
- C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
- D. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
- E. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended ("RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended ("CERCLA") and toxic substances as defined in the Toxic Substances Control Act as amended ("TSCA"). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.

Legal Description
2880 Hopper Road
Cape Girardeau, Missouri

A tract of land containing 12.0 acres, more or less, located in Lot 2 of John B. Jorrow's Subdivision of the East port of Outlot 78A, Survey No. 2199, Township 31 North, Range 13 East, City and County of Cape Girardeau, Missouri, described as follows:

Start at the Southeast corner of said Outlot 78A, which is also the Southeast corner of Lot 2 of Jorrow's Subdivision : these N. $6^{\circ}03'E.$, 20.2 feet to an intersection of the East line of Lot 2 with the North line Hopper Road; thence N. $82^{\circ}09'W.$, along the North line of Hopper Raod, 140.0 feet for the point of beginning; thence continue N. $82^{\circ}09'W.$, along said North line, 728.0 feet; thence N. $0^{\circ}25'E.$,360.4 feet thence N. $63^{\circ}39'E.$, 145.2 feet; thence N. N. $26^{\circ}39'E.$, 74.6 feet thence N. $0^{\circ}39'E.$, 269.0 feet; thence S. $82^{\circ}09'E.$, 640.0 feet; thence S. $6^{\circ}03'W.$, parallel to and 140 feet West of the East line of said Outlot 78A, 776.8 feet to the point of beginning.

Staff: Lori Meyer, Human Resources/Risk Manager
Agenda: 11/4/2019

SUBJECT

2020 Health Insurance Renewal

EXECUTIVE SUMMARY

This item provides for the approval of health insurance renewal for employees for 2020.

BACKGROUND/DISCUSSION

Attached is a summary from CBIZ Benefits & Insurance Services highlighting the medical insurance plan renewal. Anthem continues to offer the most competitive plan structure and strongest network of providers. Unfortunately, the City’s claims experience has deteriorated over the past year. Claims are up 27%. Paid claims, after stop loss, year to date are \$2,408,425 or 79% of maximum. The plan is currently running at 99% of expected paid claims. Overall maximum obligation of the plan will increase by approximately 10.3% on a maximum basis. It is recommended to continue the Blue Preferred Select Plans. These are PPO and HSA plan options with the same benefits as the regular plans but utilizing a narrow network of providers.

FINANCIAL IMPACT

This renewal maintains the existing plan design with no proposed increases to the rates for dependent coverage. There are increased costs of approximately \$80,000, over and above those already budgeted for, and these will be met from the Employee Fringe Benefits Fund. Current projections indicate costs will increase further in later years if no changes are made to the plan. Consequently, staff will conduct an exercise in 2020 to review the market for healthcare coverage with the intent of proposing new plan arrangements commencing January 1, 2021.

STAFF RECOMMENDATION

Staff recommends Council adopt the Anthem Plans as described in the communication from CBIZ dated October 18, 2019.

ATTACHMENTS:

Name:	Description:
Resolution-Insurance. Anthem Blue Cross 2020.doc	Resolution
City of Cape Medical Renewal 1-1-20.pdf	CBIZ letter
2020 Ins Premium Rates-Council.pdf	Proposed 2020 Rate Sheets

BILL NO. 19-172

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ANTHEM BLUE CROSS FOR EMPLOYEE HEALTH INSURANCE SERVICES, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Contract with Anthem Blue Cross for 2020 employee health insurance services, in the City of Cape Girardeau. Said Contract shall contain the terms set out in the proposal from Anthem Blue Cross. A copy of the proposal information is attached hereto and made a part hereof.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



CBIZ Benefits &
Insurance Services
Kansas City

October 18, 2019

Ms. Lori Meyer
Human Resources and Risk Manager
City of Cape Girardeau, Missouri
401 Independence Street
P.O. Box 617
Cape Girardeau, MO 63702

Re: Medical Plan Renewal Effective January 1, 2020

Dear Lori:

The health insurance plan for the employees of the City of Cape Girardeau is due to renew effective January 1, 2020. The following information is related to that renewal.

Plan History

In late 2016, CBIZ conducted a Request for Proposal for the medical plans for a January 1, 2017 effective date. At that time, the City elected to stay with Anthem, but switched from the minimum premium plan in place at the time to a self-funded plan.

Effective with the January 1, 2018 renewal, combined plan maximum expenses increased by less than ½ of 1%.

Effective with the January 1, 2019 renewal, combined plan maximum expenses decreased by 1.5%.

Current Financial Position

Unfortunately, the City's claims experience has deteriorated over the past year. For 8/1/17-7/31/18, paid claims were \$2,644,614, while for 8/1/18 to 7/31/19, paid claims were \$3,351,452, an increase of 27%. For the past 12 months, there were \$76,400 over your stop loss point of \$150,000, while last year's number was \$45,094.

Your total plan membership has increased from 653 to 658 this year.

For the past year, you had 10 claims over \$50,000, with one of those over \$100,000 (your largest claim was for \$195,094).

For January through September, 2018, your maximum liability was \$3,042,099 and actual paid claims were \$2,408,425 or 79% of your maximum. Your plan's maximum is set at 125% of expected paid claims, so your plan is currently running at 99% of expected paid claims.

Renewal Rating

Anthem has provided a renewal calculation for the 2020 plan year. The calculation uses the last three years of claims history. After negotiations, we were able to secure the following actions:

- 1) Based on the renewal calculation, Anthem has proposed an increase in the aggregate maximum factors of 10.5%. This is an increase of over \$400,000. As a reminder, while the City would be responsible for this amount, this level is set at 25% more than expected paid claims.
- 2) Anthem had originally requested an increase of 16% for Specific Stop Loss premium. We were able to negotiate a slight savings so that this cost will increase by 13%. This is an approximate increase of \$61,674 for next year.
- 3) There will be no change to the Aggregate Stop Loss premium.
- 4) There will be no change in Administrative cost.
- 5) Overall maximum obligation of the plan will increase by approximately 10.3% on a maximum basis.

Overall Cost Impact

The fixed costs of the plan will increase by slightly over \$60,000, or approximately 1.6% of overall plan expenses. While your variable expenses (claim maximums) will increase, these are completely dependent upon the actual claim expenses incurred by the plan for the year.

Conclusion

Increases in plan costs are never welcome. However, the City's plan has performed very well for the last several years, with increases well below market averages.

While Anthem has performed well the last several years, it is wise to review market options every 3 to 6 years. Based on this timing, we would recommend that we review market options next year for the 2021 plan year.

Thank you for your continued confidence and support.

Sincerely,



David J. Johnson, CEBS Senior Benefits Consultant

cc: Scott Meyer, City of Cape Girardeau John Richbourg, City of Cape Girardeau

City of Cape Girardeau 2020 Health Insurance Rates – ACTIVE EMPLOYEES
 Effective January 1, 2020

(Proposed) Monthly Premium Rate Costs

PPO Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$660.02	\$438.78	\$329.06	\$707.08

PPO Rates – Narrow Network (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$627.06*	\$377.12	\$275.02	\$636.00

HSA Rates[†]

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$600.80	\$398.16	\$298.64	\$642.24

HSA Rates – Narrow Network[†] (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$571.50**	\$343.32	\$250.54	\$578.96

Dental Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$31.40	\$19.50	\$16.72	\$35.68

Cost of “Employee Only” plan paid by the City. All other dependent premiums paid by employee.

* PPO Narrow Network “Employee Only” will receive an additional \$32 per month gross pay on their paycheck.

**HSA Narrow Network “Employee Only” will receive an additional \$29 per month gross pay on their paycheck.

[†]An additional \$50 per month is contributed to employee’s Health Savings Account.

City of Cape Girardeau 2020 Health Insurance Rates – COBRA
Effective January 1, 2020

(Proposed) Monthly Premium Rate Costs*

PPO Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$673.22	\$1,120.78	\$1,008.86	\$1,394.44

PPO Rates – Narrow Network (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$639.60	\$1,024.26	\$920.12	\$1,288.32

HSA Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$612.82	\$1,018.94	\$917.43	\$1,267.90

HSA Rates – Narrow Network[†] (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$582.93	\$933.12	\$838.48	\$1,173.47

Dental Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$32.03	\$51.92	\$49.08	\$68.42

*The responsible party pays all premium costs. All monthly costs are based on applicable premium rate plus 2% administrative fees.

Staff: Lori Meyer, Human
Resources/Risk Manager
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-241

SUBJECT

2020 Dental Insurance Renewal

EXECUTIVE SUMMARY

This item provides for the approval of dental insurance renewal for employees for 2020.

BACKGROUND/DISCUSSION

Attached is a summary from CBIZ Benefits & Insurance Services that highlights the dental insurance plan renewal with Delta Dental. The administrative fee has a very slight increase of 2.4% which should equate to less than \$900 annually per projections. This is the second year on the two year rate guarantee that was effective January 1, 2019. CBIZ recommends renewing the plan with no change to the plan or rates.

FINANCIAL IMPACT

This renewal has a slight increase of 2.4% in our administrative fee which projects to equate to less than \$900 annually. Overall, expenses are expected to be slightly lower in 2019.

STAFF RECOMMENDATION

It is staff's recommendation Council approve the Delta Dental Plan as described in the communication from CBIZ dated October 18, 2019.

ATTACHMENTS:

Name:	Description:
Resolution-Insurance. Delta Dental 2020.doc	Resolution
City of Cape Dental Renewal 1-1-20.pdf	CBIZ letter
2020 Ins Premium Rates-Council.pdf	Proposed 2020 Rate Sheets

BILL NO. 19-173

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DELTA DENTAL FOR EMPLOYEE DENTAL INSURANCE SERVICES, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a Contract with Delta Dental for 2020 employee dental insurance services, in the City of Cape Girardeau. Said Contract shall contain the terms set out in the proposal from Delta Dental. A copy of the proposal information is attached hereto and made a part hereof.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2018.

Bob Fox, Mayor

ATTEST:

Gayle L. Conrad, City Clerk



October 10, 2020

Ms. Lori Meyer
Human Resources and Risk Manager
City of Cape Girardeau, Missouri
401 Independence Street
P.O. Box 617
Cape Girardeau, MO 63702

Re: Delta Dental Plan Renewal Effective January 1, 2020

Dear Lori:

Your dental plan with Delta Dental of Missouri is set to renew on January 1, 2020. The following information is related to that renewal action.

History

As you know, the City sets their own conventional equivalent rates to fund the cost of your self-funded plan. Your rates have remained stable for the past several years.

Effective with your January 1, 2019 renewal date, Delta Dental increased the administrative cost from \$6.13 per employee, per month (PEPM) to \$6.28. The plan was amended to add enhanced coverage for implants. The City also amended the plan to include a passive PPO option that allows the plan to leverage additional savings from PPO contracted dentists for the plan and employees. These savings come without penalizing employees if they do not utilize these particular dentists.

Claims Experience

Based on reporting from Delta Dental, your paid claims from 8/1/18 to 7/31/19 were \$210,877. This is higher than the total claims incurred for 8/1/17 to 7/31/18(\$187,798). This is also up on a PEPM basis, from \$31.82 to \$35.30. Your average number of covered subscribers are slightly higher this year from 492 to 498.

While it is still very early to draw any conclusions from adding the passive PPO, a little deeper dive in this year's claims might be helpful. While submitted claims for 1/1/19 to 6/30/19 were up by 8.68%, total in-network savings increased from \$19,152 to \$34,656. This resulted in paid claims, after network discounts, increasing by only 1.75%.

Current Funding Analysis

Based on actual paid claims year-to-date in 2019, and estimated collected premium from July 2019, your year-to-date expenses in 2019 are estimated as follows:

Actual Paid Claims (01/01/19- 08/31/19)	\$138,267
Estimated Administrative Cost (3969 x \$6.28)	<u>\$ 24,925</u>
Estimated Expenses	\$163,192
Estimated Collected (01/01/19 - 08/31/19) (\$21,173 x 8)	<u>\$169,384</u>
Difference	\$6,192

Renewal Recommendation

We have projected that the City will collect approximately \$254,076 in 2019, based on current participation in your plan as well as the current billed rates.

Based on these projections, as well as current projected expenses, we would recommend that the City leave your current rates in place for 2020.

If we can provide any further information, please let us know. Thank you for your continued confidence and support.

Sincerely,

A handwritten signature in black ink, appearing to read "DJ Johnson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David J. Johnson, CEBS Senior Benefits Consultant

City of Cape Girardeau 2020 Health Insurance Rates – ACTIVE EMPLOYEES
 Effective January 1, 2020

(Proposed) Monthly Premium Rate Costs

PPO Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$660.02	\$438.78	\$329.06	\$707.08

PPO Rates – Narrow Network (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$627.06*	\$377.12	\$275.02	\$636.00

HSA Rates[†]

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$600.80	\$398.16	\$298.64	\$642.24

HSA Rates – Narrow Network[†] (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$571.50**	\$343.32	\$250.54	\$578.96

Dental Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$31.40	\$19.50	\$16.72	\$35.68

Cost of “Employee Only” plan paid by the City. All other dependent premiums paid by employee.

* PPO Narrow Network “Employee Only” will receive an additional \$32 per month gross pay on their paycheck.

**HSA Narrow Network “Employee Only” will receive an additional \$29 per month gross pay on their paycheck.

[†]An additional \$50 per month is contributed to employee’s Health Savings Account.

City of Cape Girardeau 2020 Health Insurance Rates – COBRA
Effective January 1, 2020

(Proposed) Monthly Premium Rate Costs*

PPO Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$673.22	\$1,120.78	\$1,008.86	\$1,394.44

PPO Rates – Narrow Network (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$639.60	\$1,024.26	\$920.12	\$1,288.32

HSA Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$612.82	\$1,018.94	\$917.43	\$1,267.90

HSA Rates – Narrow Network[†] (New Option in 2015)

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$582.93	\$933.12	\$838.48	\$1,173.47

Dental Rates

<u>Employee Only</u>	<u>Employee & Spouse</u>	<u>Employee & Child(ren)</u>	<u>Employee & Family</u>
\$32.03	\$51.92	\$49.08	\$68.42

*The responsible party pays all premium costs. All monthly costs are based on applicable premium rate plus 2% administrative fees.

Staff: Kelly Green, P.E., City
Engineer
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-242

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Brian D. Tracy and Debra A. Tracy for a hoop house, fencing, garden and garden accessories, fire pit and irrigation system on the City's right of way adjacent to 689 Highland Drive in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

Brian D. Tracy and Debra A. Tracy, has requested the City Manager execute a License and Indemnity Agreement to keep a an existing hoop house, fencing, garden and garden accessories, fire pit and irrigation system on the City's right of way. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Brian D. Tracy and Debra A. Tracy.

FINANCIAL IMPACT

There will be no financial impact for the City of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with Brian D. Tracy and Debra A. Tracy at 689 Highland Drive, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
L I Brian Debra Tracy 689 Highland Drive.doc	Resolution
689 Highland Drive.pdf	L&I 689 Highland Drive

BILL NO. 19-174

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH BRIAN D. TRACY AND DEBRA A. TRACY, FOR AN IRRIGATION SYSTEM AND OTHER IMPROVEMENTS, AT 689 HIGHLAND DRIVE, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with Brian D. Tracy and Debra A. Tracy, for an irrigation system and other improvements, on the City's right of way adjacent to 689 Highland Drive, 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

LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City", granting Brian D. Tracy and Debra A. Tracy hereinafter known as "Licensees", permission to use and place certain improvements on City property which is adjacent to 689 Highland Drive in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensees a license to use and place certain improvements to-wit:

Hoop House, fencing, garden and garden accessories, fire pit and irrigation system.

2. Licensees, and their successors, heirs and assigns all agree as follows:
 - A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
 - B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
 - C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
 - D. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
 - E. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended ("RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended ("CERCLA") and toxic substances as defined in the Toxic Substances Control Act as amended ("TSCA"). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
 - F. Nothing in this agreement or actions of the City in granting permission to place said improvements or conduct of such activities on the described property shall be construed to give the Licensee, any irrevocable rights to keep said improvements or activities on such property. The City Council reserves the right for the City Manager to terminate this agreement and to order the removal of said improvements and/or the cessation of said activities in the future at the cost of Licensees, their successors and assigns, for any reason. In such event, Licensees, or their successors and assigns, agree to remove said improvements and to cease such activities within thirty (30) days of notice. Should Licensees, or their successors, heirs or assigns fail to comply with any of the terms of this

Brian D. Tracy
Brian D. Tracy

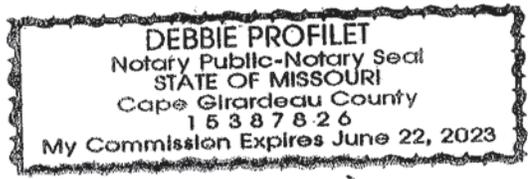
STATE OF Missouri)
COUNTY OF Cape Girardeau) SS.

BE IT REMEMBERED, that on this 25th day of October, 2019, before me, personally appeared Brian D. Tracy, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Debbie Profilet
Notary Public

My Commission Expires:
6-22-23



Debra A. Tracy
Debra A. Tracy

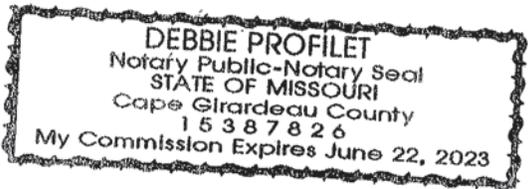
STATE OF Missouri)
COUNTY OF Cape Girardeau) SS.

BE IT REMEMBERED, That on this 25th day of October, 2019, before me, personally appeared Debra A. Tracy, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Debbie Profilet
Notary Public

My Commission Expires: 6-22-23



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-243

SUBJECT

A Resolution authorizing the City Manager to execute a Release of Lien for property located at 306 South Benton Street, under the Federal Home Loan Bank Affordable Housing Grant Program, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

The attached resolution authorizes a Release of Lien pertaining to a housing rehabilitation grant for the property at 306 South Benton Street.

BACKGROUND/DISCUSSION

On August 26, 2016, the owner of the property at 306 South Benton Street entered into a Deed Restriction with the City as part of the Federal Home Loan Bank of Des Moines, Iowa's Affordable Housing Grant Program. The Deed Restriction constituted a lien against the property in the event the owner failed to comply with the terms of the program or in the event of the death of the owner. As of March 13, 2018, the Federal Home Loan Bank has suspended the requirement of repayment of the Deed Restriction in connection with the sale of the property. There is no outstanding balance on the property; therefore, the lien needs to be released. The Release of Lien is attached. Also attached is the Deed Restriction, for reference.

FINANCIAL IMPACT

There is no direct financial impact to the City.

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager to execute a Release of Lien for the property at 306 South Benton Street.

ATTACHMENTS:

Name:	Description:
Release of Lien-306 South Benton.doc	Resolution
RElease of Lien-306 South Benton Street.pdf	Release of Lien-306 S. Benton Street
Deed Restriction-306 South Benton Street.pdf	Deed Restriction-306 S. Benton Street

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF LIEN FOR PROPERTY LOCATED AT 306 SOUTH BENTON STREET, UNDER THE FEDERAL HOME LOAN BANK AFFORDABLE HOUSING GRANT PROGRAM, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

WHEREAS, Harold M. Pettit is the owner of a dwelling located on the following described real estate in the City of Cape Girardeau, Cape Girardeau County, Missouri, more particularly described as follows, to-wit:

306 South Benton Street - Parts of Lots Eight (8) and Nine (9) in Block Thirty-Two (32) of West End Place Addition to the City of Cape Girardeau, Missouri; and

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation and improvement of said dwelling; and

WHEREAS, Harold M. Pettit entered into an Agreement with the City of Cape Girardeau, Missouri, for said grant of money on August 26, 2016, said Agreement being recorded in Document Number 2016-11091 of the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Agreement constituted a lien against the above described property; and

WHEREAS, it is the desire and intention of the City of Cape Girardeau, Missouri, to release said lien.

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

SECTION 1. The City Manager is authorized to execute a Release of Lien and to cause said Release to be recorded in the land records of Cape Girardeau County, Missouri, so that the above described property may be free of any lien or claim by the City of Cape Girardeau, Missouri, by reason of the Agreement dated August 26, 2016 and recorded in Document Number 2016-11091 of the land records of Cape Girardeau County, Missouri.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Gayle Conrad, City Clerk

RELEASE OF LIEN

WHEREAS, Harold M. Pettit is the owner of a dwelling unit located on the following described real estate in the City of Cape Girardeau, Cape Girardeau County, Missouri, more particularly described as follows, to-wit:

306 South Benton Street, Parts of Lots Eight (8) and Nine (9) in Block Thirty-two (32) of West End Place Addition to the City of Cape Girardeau, Missouri.

WHEREAS, the City of Cape Girardeau, Missouri, previously authorized a grant of money for the repair, rehabilitation and improvement of this dwelling; and

WHEREAS, this Deed Restriction for the grant of money for repair was made in writing dated August 26, 2016, and recorded in 2016-11091 of the land records of Cape Girardeau County, Missouri; and

WHEREAS, said Deed Restriction constituted a lien against the above described property; and

WHEREAS, said lien could be released only in the event that the money be repaid by the owner or in the event of the death of the owner; and

WHEREAS, as of March 13, 2018 the Federal Home Bank of Des Moines, Iowa has suspended the requirement for repayment of the Deed Restriction in connection of the sale of the property.

NOW, THEREFORE, comes the City Manager of the City of Cape Girardeau, Missouri, pursuant to Resolution Number _____, adopted by the City Council of Cape Girardeau, Missouri, on November 4, 2019, authorizing the City Manager to execute this Release and the City Manager, pursuant to said authorization of the City Council, does hereby remise, release and forever quit claim its lien against the above described property on account of the hereinabove described agreement.

Further, the City of Cape Girardeau, Missouri, its successors and assigns shall be forever excluded and barred from enforcing said lien.

CITY OF CAPE GIRARDEAU, MISSOURI

Scott A. Meyer, City Manager

ATTEST:

Gayle L. Conrad, City Clerk

C.A.



8 1 5 6 8 6 3
Tx:4093608

DOCUMENT #
2016-11091

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
10/04/2016 3:19:56 PM
REC FEE: 33.00
PAGES: 4



**RECORDER OF DEEDS
COVER PAGE**

Title of Document: Deed Restriction

Date of Document: August 26, 2016

Grantor(s) Name & Address: City of Cape Girardeau
401 Independence
Cape Girardeau, MO 63703

Grantee(s) Name & Address Harold M. Pettit
306 South Benton Street
Cape Girardeau, MO 63703

Legal Description: See Exhibit A

Reference Document Number, if Required:

Prepared By/Return To: Stephen S. Williams, City of Cape Girardeau, 401 Independence Street,
Cape Girardeau, MO 63701 ~

DEED RESTRICTION

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

The undersigned, Harold M. Pettit ("Owner"), is the owner of certain real property and improvements located at 306 South Benton Streett, in Cape Girardeau 63703, Cape Girardeau County, State of Missouri, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions:

1. For purposes of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date hereof.

"Lender" means: City of Cape Girardeau.

"Bank" means The Federal Home Loan Bank of Des Moines ATTN: Community Investment Department 801 Walnut St Suite 200 Des Moines, IA 50309-3515.

"AHP" means the affordable housing program of the Bank.

"Direct Subsidy" means the amount funded by the Bank, in association with its AHP as prescribed by the applicable rules and regulations of the Federal Housing Finance Agency (FHFA), for the

benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, or rehabilitation of the property.

"Very low-, low-, or moderate-income household" means a family with an income at or below 30%, 50% or 80%, respectively, of the median income for the area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The Lender is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the \$7,333.00 Direct Subsidy, reduced by 1/60 for every month the selling Owner owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction for sales expenses, unless:
 - i. the Property was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
 - ii. the Property is sold to a very low-, low-, or moderate-income household, or;
 - iii. following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism.
4. Repayment of the Direct Subsidy shall be made to the Lender. Lender is required by Federal Housing Finance Agency regulations to remit any payments received to the Bank.
5. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage or Deed of Trust, currently of record. The obligation to repay the Direct Subsidy shall terminate after any foreclosure, deed-in-lieu of foreclosure, or assignment of first Mortgage or Deed of Trust to the Secretary of the U.S. Department of Housing and Urban Development (HUD).
6. Owner understands and agrees that this instrument shall be governed by the laws of the State of Missouri and that venue for any action to enforce the provisions of this instrument shall be in Cape Girardeau County.

EXECUTED this 26th day of August, 2016.

By: Harold M. Pettit
Title: Owner Printed Name: Harold M. Pettit

By: _____
Title: Owner Printed Name:

[Owner Acknowledgment]

THE STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

This instrument was acknowledged before me on this 26th day of August, 2016 by
Harold M. Pettit (Owner).

By: Shondal Lancaster
Title: Notary Public, State of Missouri

Printed Name:

My commission expires (m/d/yyyy)



SHONDAL LANCASTER
My Commission Expires
February 23, 2020
Scott County
Commission #12390196

Exhibit A

Part of Lots Eight (8) and Nine (9) in Block Thirty- Two (32) West End Place Addition to the City of Cape Girardeau, Missouri..

Staff: Kelly Green, P.E., City
Engineer
Agenda: 11/4/2019

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with D Bold Enterprises, LLC for installation of an awning 25 feet long and 4 feet wide and will project 4 feet from the building, towards North Spanish Street Ct., and 8 feet above deck level on the City's Right of Way adjacent to 120 Broadway in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

D Bold Enterprises, LLC, a Missouri Limited Liability Company, has requested the City Manager execute a License and Indemnity Agreement to install an awning on the City's Right of Way. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by D Bold Enterprises, LLC a Missouri Limited Liability Company.

FINANCIAL IMPACT

There will be no financial impact for the City of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with D Bold Enterprises, LLC., a Missouri Limited Liability Company for installation of an awning that will be located at 120 Broadway Street, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
L I 120 Broadway D Bold Ent.pdf	Resolution
broadway_120.pdf	L&I

BILL NO. 19-177

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH D BOLD ENTERPRISES, LLC, FOR INSTALLATION OF AN AWNING AT 120 BROADWAY, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with D Bold Enterprises, LLC, for the installation of an awning on the City's right of way adjacent to 120 Broadway, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto, which document is hereby approved by the City Council, 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

LICENSE AND INDEMNITY AGREEMENT

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as "City", granting D Bold Enterprises, LLC hereinafter known as "Licensees", permission to use and place certain improvements on City property which is adjacent to 120 Broadway in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensees a license to use and place certain improvements to-wit:

To install an awning 25 feet long and 4 feet wide and will project 4 feet from the building, 8 feet above deck level.

2. Licensees, and their successors, heirs and assigns all agree as follows:
 - A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
 - B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
 - C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
 - D. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
 - E. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended ("RCRA"), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended ("CERCLA") and toxic substances as defined in the Toxic Substances Control Act as amended ("TSCA"). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
 - F. Nothing in this agreement or actions of the City in granting permission to place said improvements or conduct of such activities on the described property shall be construed to give the Licensee, any irrevocable rights to keep said improvements or activities on such property. The City Council reserves the right for the City Manager to terminate this agreement and to order the removal of said improvements and/or the cessation of said activities in the future at the cost of Licensees, their successors and assigns, for any reason. In such event, Licensees, or their successors and assigns, agree to remove said improvements and to cease such activities within thirty (30) days of notice. Should Licensees, or their successors, heirs or assigns fail to comply with any of the terms of this



LORETTA L. KINCAID
My Commission Expires
November 28, 2021
Cape Girardeau County
Commission #13400043

D Bold Enterprises, LLC

By Keith Diebold, President

STATE OF Missouri)
COUNTY OF Cape Girardeau) ss.

On this 25 day of October, 2019, before me appeared Keith Diebold, to me personally known, who, being by me duly sworn, did say that he is the President of D Bold Enterprises, LLC, a Limited Liability Company of the State of Missouri, and that the said instrument was signed on behalf of said D Bold Enterprises, LLC, President, on behalf of said D bold Enterprises, LLC, and acknowledged said instrument to be the free act and deed of said Limited Liability Companies.

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

Notary Public

My Commission Expires:

11-28-2021

Staff: Kelly Green, P.E., City
Agenda: Engineer
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-245

SUBJECT

A Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Highlands at Hopper Crossing HOA, LLC, for installation of a 7 feet tall, 16 feet long monument sign that will consist of precast concrete top with gas burners and electric ignition. the monument will have a stone facade with a sign face not to exceed 40 square feet per side, monument sign will also have Bollards provided to protect the electrical and gas service from physical damage, in the City of Cape Girardeau, Missouri.

EXECUTIVE SUMMARY

Highlands at Hopper Crossing HOA, LLC, a Missouri Limited Liability Company, has requested the City Manager execute a License and Indemnity Agreement to place a monument sign at 999 Lochinvar, in the City of Cape Girardeau, Missouri. The attached License and Indemnity Agreement sets out the responsibilities, conditions, and liabilities assumed by Highlands at Hopper Crossing HOA, LLC a Missouri Limited Liability Company right-of-way as requested.

FINANCIAL IMPACT

There will be no financial impact for the City of Cape Girardeau.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into a License and Indemnity Agreement with Highlands at Hopper Crossing HOA, LLC., a Missouri Limited Liability Company for installation of monument sign that will be located at Street, in the City of Cape Girardeau, Missouri.

ATTACHMENTS:

Name:	Description:
L I 999 Lochinvar Highlands Hopper Crossing.doc	Resolution
LI Lochinvar.doc	999 Lochinvar L&I

BILL NO. 19-178

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH THE HIGHLANDS AT HOPPER CROSSING HOA, LLC, FOR INSTALLATION OF A MONUMENT SIGN AT 999 LOCHINVAR, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a License and Indemnity Agreement with The Highlands at Hopper Crossing HOA, LLC, for the installation of a monument sign at 999 Lochinvar, 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

LICENSE AND INDEMNITY AGREEMENT 999 Lochinvar

In consideration of the City Council of the City of Cape Girardeau, Missouri, hereinafter known as “City”, granting **Highlands at Hopper Crossing HOA, LLC**, a Limited Liability Company hereinafter known as “Licensees”, permission to use and place certain improvements on City property which is adjacent to 999 Lochinvar in the City of Cape Girardeau, Missouri, Cape Girardeau County, Missouri, the parties hereto state as follows:

1. The City of Cape Girardeau, Missouri, hereby grants to Licensees a license to use and place certain improvements to-wit:

To construct a 7 feet tall, 16 feet long monument sign that will consist of precast concrete top with gas burners and electric ignition. The monument will have a stone facade with a sign face not to exceed 40 sq feet per side. Bollards will be installed to protect the electrical service and gas service from physical damage.

2. Licensees, and their successors, heirs and assigns all agree as follows:
 - A. That they will assume all risk of personal injury or death and property damage or loss from whatever causes arising while any person approaches, enters, uses or leaves the aforementioned property, which may occur directly or indirectly from the placing of said improvements or the conduct of such activities on City property.
 - B. That they do hereby release the City of Cape Girardeau, its officers, employees, agents, servants and assigns from any liability which might occur from the placing or use of such improvements or the conduct of such activities.
 - C. That they will indemnify and hold harmless the City of Cape Girardeau, its officers, employees, agents and servants from all suits and actions of every name and description brought against the City, its officers, employees, agents and servants for or on account of any injuries or damages received or sustained by any parties or alleged to be received or sustained by any parties or party which may result directly or indirectly from the placing or use of said improvement or the conduct of such activities on City property.
 - D. That they will keep said improvements which are placed on the City property in a state of good repair and will cooperate with the City by making necessary repairs as requested by the City so as to protect the health and safety of the Citizens.
 - E. That they will not maintain on the property any hazardous or toxic waste or substances, as defined under all applicable federal, state and local environmental laws, including, but not limited to, hazardous waste as defined in the Resource Conservation and Recovery Act of 1976 as amended (“RCRA”), hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act as amended (“CERCLA”) and toxic substances as defined in the Toxic Substances Control Act as amended (“TSCA”). Any operations on the property shall not be in violation of any laws, regulations, ordinances, statutes, orders or decrees of any governmental body, arbitration tribunal or court, including, without limitation, RCRA, CERCLA, TSCA and all regulations thereunder. There shall be no conduct of business on the property which constitutes a violation of Environmental Laws or any other laws, regulations, ordinances, statutes, order or decrees of any governmental body.
 - F. Nothing in this agreement or actions of the City in granting permission to place said improvements or conduct of such activities on the described property shall be construed to give the Licensee, any irrevocable rights to keep said improvements or activities on such property. The City Council reserves the right for the City Manager to terminate this agreement and to order the removal of said improvements and/or the cessation of said

OSHEA LAW LLC
1744 Ridge Road
Jackson, MO 63755
(573) 388-2296
koshea@oshealawllc.com

October 18, 2019

Via Email and U.S. Mail

Ryan Shrimplin, AICP
City Planner
City of Cape Girardeau
401 Independence Street
Cape Girardeau, MO 63703

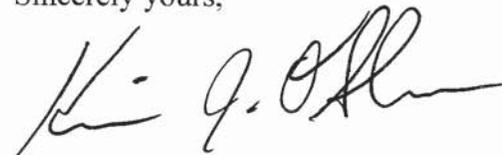
Re: Extension of Special Use Permit at 3849 Business Park Place, Cape Girardeau,
MO 63701

Dear Ryan:

Following up on our recent correspondence, we request on behalf of Derek & Karla Cornelius an extension of one year for the Special Use Permit granted by the City to Mr. and Mrs. Cornelius for a billboard to be located at 3849 Business Park Place. While Mr. and Mrs. Cornelius have been working diligently to commence erection of the billboard, as well as complete all necessary work to obtain an occupancy certificate for the building they are constructing at the same address, unforeseen circumstances have hindered their progress. Nevertheless, Mr. and Mrs. Cornelius are confident that the billboard will be completed and operational within the requested extension period, *i.e.*, by January 23, 2021.

Please let me know if you or the City need any additional information. Thank you for your assistance in this matter.

Sincerely yours,



Kevin J. O'Shea

OSHEA LAW LLC
1744 Ridge Road
Jackson, MO 63755
(573) 388-2296
koshea@oshealawllc.com

October 18, 2019

Via Email and U.S. Mail

Ryan Shrimplin, AICP
City Planner
City of Cape Girardeau
401 Independence Street
Cape Girardeau, MO 63703

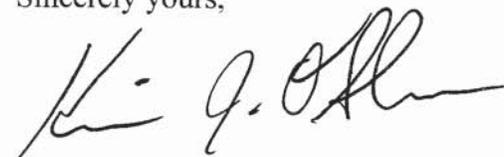
Re: Extension of Special Use Permit at 3849 Business Park Place, Cape Girardeau,
MO 63701

Dear Ryan:

Following up on our recent correspondence, we request on behalf of Derek & Karla Cornelius an extension of one year for the Special Use Permit granted by the City to Mr. and Mrs. Cornelius for a billboard to be located at 3849 Business Park Place. While Mr. and Mrs. Cornelius have been working diligently to commence erection of the billboard, as well as complete all necessary work to obtain an occupancy certificate for the building they are constructing at the same address, unforeseen circumstances have hindered their progress. Nevertheless, Mr. and Mrs. Cornelius are confident that the billboard will be completed and operational within the requested extension period, *i.e.*, by January 23, 2021.

Please let me know if you or the City need any additional information. Thank you for your assistance in this matter.

Sincerely yours,



Kevin J. O'Shea

Staff: Alex McElroy, MPA Director
of Development Services
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-247

SUBJECT

Accept construction and authorize final payment to Kiefner Brothers, Inc., for the Police Station, Jail and Municipal Court Design Build Project.

EXECUTIVE SUMMARY

With the fire tax extension passing November 2014, the City funded several facility projects, including replacement of the Police Station, located at 40 S. Sprigg Street. The project includes the construction of a new building of approximately 35,500 square feet. Approximately 8,000 square feet is included for a 20-bed jail, with ability to add cells in the future if needed. It also includes Municipal Court offices and a new courtroom and new office space for the Police Station.

BACKGROUND/DISCUSSION

In December 2015, the City issued a Request for Proposals (RFP) seeking interested entities to design and build a new Police Station at 2530 Maria Louise Lane. A review team, consisting of representatives from Development Services, the Police Department, City Attorney's office and Municipal Court, reviewed 4 Statements of Qualifications and interviewed all four teams. In March, the top two teams presented at a public meeting. The team selected the top qualified design-build entity, Kiefner Brothers, Inc., and proceeded with negotiating the design-build agreement.

FINANCIAL IMPACT

The construction of the Police Station, Jail and Municipal Court was funded by the Fire Tax, Restaurant Tax and Casino Funds.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The city limits continue to expand to the north. The New Police Station, Jail, and Municipal Court is centrally located within the city limits of Cape Girardeau. On April 1, 2019, the City Council voted to award the sale of the old Police Station Property located at 40 South Sprigg Street to the Community Caring Council, now known as the Community Partnership of Southeast Missouri.

STAFF RECOMMENDATION

Staff recommends the City Council, by motion, accept the improvements as indicated and approve the final payment to Kiefner Brothers, Inc.

ATTACHMENTS:

Name:

Description:

 [Engineer s Final Report.pdf](#)

Police Station, Jail and Municipal Court Design / Build Final Report

October 28, 2019

Building and Code Enforcement Manager's Final Report on the Police Station, Jail and Municipal Court Design/Build Project

To the City Manager
Of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report the improvements under the **Police Station, Jail, and Municipal Court Design/Build Project** located at 2530 Maria Louise Lane in the City of Cape Girardeau have been completed.

The improvements for the Station included demolition of the existing Army Reserve Center building and construction of a new building of approximately 35,500 square feet. The building includes approximately 8,000 square feet for a 20-bed jail, with ability to add cells in the future if needed. It also includes Municipal Court offices and a new courtroom, and new office space for the Police Station.

The work was completed in accordance with the plans, specifications, and agreement documents as modified by eight (8) Change Orders.

The original contract amount was \$11,000,000.00. Change Order No. 1 increased the contract by \$144,829.00 for soil remediation as poor soil was encountered during the demolition of the former Army Reserve Center. Change Order No. 2 reduced the contract by \$788,822.34. This change order allowed the City to purchase the furniture and demountable walls directly from CI Select and MBI respectively, thus taking advantage of Cooperative Purchasing and also saving contractor markup. Change Order No. 3 reduced the contract by \$27,700.00 which once again allowed the City to purchase the appliances, extractor and dryer directly from the applicable vendors. Change Order No. 4 increased the contract by \$65,281.29 covering the cost of additional soil remediation and adding back landscaping previously removed from the contract. Change Order No. 5 increased the contract by \$15,161.21 for additional shelving installation and window film which allowed for added privacy to the offices. Change Order No. 6 increased the contract by \$9,163.96 for acoustical panels for the interview rooms, moved cameras from the old facility, and added speakers for the intercom system. Change Order Nos. 7 and 8/Final Amended increased the contract by \$83,254.11 for the relocation of cameras to eliminate blind spots, and various U.S. Marshalls recommendations which increased safety and security for both staff and inmates. These change orders reduced the contract price by \$498,832.77 for a total construction contract amount of \$10,501,167.23. Kiefner Brothers, Inc., completed the project for a total of \$10,448,577.65 generating a reduction in contract cost to the City of \$52,589.58.

The original contract time stated that all work was to be substantially complete by February 2, 2018, with occupancy on or around March 2, 2018. The contractor met these deadlines with opening ceremonies conducted on March 2, 2018.

I have computed the cost of said improvement as follows:

FINAL COST OF CONSTRUCTION	\$ 10,448,577.65
LESS PREVIOUS PAYMENTS	\$ 10,352,186.37
BALANCE DUE CONTRACTOR	\$ 96,391.28
DESIGN ENGINEERING COSTS	\$ 12,014.91
CONSTRUCTION INSPECTION AND ENGINEERING	\$ 6,510.85
OTHER COSTS	\$ 839,207.83
TOTAL CONSTRUCTION COSTS	\$ 11,306,311.24

Ordinance Bill No. 16-139 passed on June 6, 2016 authorizing the City Manager to enter into an agreement with Kiefner Brothers, Inc., for this project.

Funding for the Police Station, Jail and Municipal Court Design/Build construction was funded by Fire Sales Tax, Restaurant Tax and Casino Funds.

Sincerely,



Alex McElroy, MPA
Director of Development Services

AM/cr

Project Reference Code 3003010-71150-4229
Purchase Order No. 170221
Engineering Division Project Code No. 4229

Staff: Alex McElroy, Development
Agenda: Services Director
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-248

SUBJECT

A Motion to Accept the Improvements and Authorize Final Payment to Nip Kelley Equipment Company, Inc., for the Independence Street Sidewalks Project, TAP-1500(023).

EXECUTIVE SUMMARY

The Federal Highways and Transportation Commission awarded the City of Cape Girardeau funds to construct sidewalks along Independence Street from the Cape LaCroix Trail to Gordonville Road/East Rodney Drive with a connection to existing sidewalk along East Rodney Drive. KLG Engineering, LLC was authorized to design the project and prepare the plans and specifications.

BACKGROUND/DISCUSSION

The project was publicly advertised for the requisite 21 days and on October 4, 2018, seven bids were received. The bids ranged in price from \$121,020.45 to \$288,865.00. The low bid was submitted by Nip Kelley Equipment Company, Inc. with a bid of \$121,020.45 and Jokerst Contracting, Inc. submitted the second lowest bid of \$146,980.00.

FINANCIAL IMPACT

The construction cost of this project was financed by funds made available by the Missouri Highways and Transportation Commission through its Transportation Alternatives Program (TAP), coordinated through the Missouri Department of Transportation. The Federal share for this project was seventy-eight percent (78%), not to exceed \$201,455.00, and any costs of the improvements which exceed the Federal reimbursement, or are not eligible for Federal reimbursement, will be the responsibility of the City. To date the City has been reimbursed \$121,004.12, and will solicit the remainder of the funds after the project has been accepted by Council. The City was responsible the remaining twenty-two percent (22%) of the project costs. The City's portion was funded via Transportation Trust Fund Phase 5.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The construction of sidewalks enables and encourages citizens to walk. They also improve pedestrian safety, reduce traffic, fuel consumption, and air pollution.

STAFF RECOMMENDATION

Staff recommends the Council , by motion accept the improvements as presented and authorize final Payment to Nip Kelley Equipment Company, Inc., for the Independence Street Sidewalks, TAP-1500(023).

ATTACHMENTS:

Name:	Description:
 Engineer s Final Report for 2110.pdf	Engineer's Final Report

October 31, 2019

Engineer's Final Report on the Independence Street Sidewalks, TAP-1500(023)

To the City Manager
Of the City of Cape Girardeau, Missouri

Dear Sir:

I hereby report that the Independence Street Sidewalks Project TAP-1500(023) has been completed by Nip Kelley Equipment Company, Incorporated. The Transportation Alternatives Program is for the construction of sidewalks which enable and encourage citizens to walk. They also improve pedestrian safety; reduce traffic, fuel consumption and air pollution. The sidewalks were constructed along Independence Street from the Cape LaCroix Trail to Gordonville Road/ East Rodney Drive with a connection made to an existing sidewalk along East Rodney Drive.

The Transportation Alternatives Program project consisted of the construction of a new 5-foot wide concrete sidewalk along the south side of Independence Street from the Gordonville Road/East Rodney Drive intersection to the Cape LaCroix Recreation Trail with a short sidewalk connection along East Rodney Drive for a combined distance of approximately 0.3 miles. Included in the work were the installation of retaining walls, guardrail, hand railing and other associated items as instructed in the plans and specifications prepared by KLG Engineering.

The original contract time was ninety (90) calendar days for both substantial completion and final completion. The Notice to Proceed was issued with a start date of April 8, 2019. As of June 14, 2019, all site work was completed with the exception of a fifty-five (55) foot long handrail installation at the intersection of the sidewalk with the LaCroix Recreation Trail. The contractor's handrailing submittal was received March 4, 2019; however approval of the submittal of the submittal was delayed until June 4, 2019 while the applicability of ADA railing height requirements was reviewed. As a result of the delayed approval, additional contract time was necessary for fabrication, delivery and installation of the railing. Change Order #1 added to the contract an additional thirty-two (32) calendar days, making the new final completion date September 1, 2019. The contractor met this deadline successfully. A semi-final inspection of the project was performed on August 20, 2019 and a final inspection was completed on August 28, 2019.

The original contract amount was \$ 121,020.45. Change Order #2 brought all items to as-built quantities. The adjustments in the Change Order decreased the contract by \$649.67 for a total construction contract amount of \$ 120,370.78.

I have computed the cost of said improvement as follows:

<u>No</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	General Contract Requirements, Including Mobilization/Demobilization	1	LS	\$ 4,015.00	\$ 4,015.00
2.	Removal of Existing Improvements	1	LS	\$ 7,845.00	\$ 7,845.00
3.	Temporary Traffic Control Signs	162	SF	\$ 23.50	\$ 3,807.00
4.	Channelizers	105.0	EA	\$ 65.00	\$ 6,825.00
5.	Furnish and Install Silt Fencing	120	LF	\$ 2.80	\$ 336.00
6.	Furnish and Install Inlet Protection	0	EA	\$ 150.00	\$ -
7.	Class "A" Excavation	50.00	CY	\$ 23.00	\$ 1,150.00
8.	Embankment in Place	50.00	CY	\$ 28.00	\$ 1,400.00
9.	4" Thick Concrete Sidewalk with 4" Granular Base	6410.40	SF	\$ 5.40	\$ 34,616.16
10.	6" Thick Concrete Driveway with 4" Granular Base	790.80	SF	\$ 6.40	\$ 5,061.12
11.	6" Thick Concrete Curb Ramps with 4" Granular Base	209.60	SF	\$ 23.00	\$ 4,820.80
12.	6" Curb	61.00	LF	\$ 20.00	\$ 1,220.00
13.	Concrete Retaining Wall A	150	SF	\$ 66.00	\$ 9,900.00
14.	Concrete Retaining Wall B	284.40	SF	\$ 13,935.60	\$ 13,935.60
15.	Truncated domes (24" with Panels)	60.00	SF	\$ 17.00	\$ 1,020.00
16.	Type A TL2 Crashworthy End Terminal	1.00	EA	\$ 3,150.00	\$ 3,150.00
17.	Transition Section	1.00	EA	\$ 1,350.00	\$ 1,350.00
18.	Bridge Anchor Section	1.00	EA	\$ 3,605.00	\$ 3,605.00
19.	Replace Existing Stormwater Lid to Finished Grade	1.00	EA	\$ 395.00	\$ 395.00
20.	Adjust Existing Stormwater Lid to Finished Grade	1.00	EA	\$ 180.00	\$ 180.00
21.	Adjust Existing Gas Valve to Finished Grade	2.00	EA	\$ 65.00	\$ 130.00

22.	Adjust Fiber Lid to Finished Grade	1.00	EA	\$ 190.00	\$ 190.00
23.	Handrail Along Trail	55.00	EA	\$ 107.00	\$ 5,885.00
24.	Relocate Existing Signage	3.00	EA	\$ 940.00	\$ 940.00
25.	Seeding, Fertilizing, Mulching and Final Clean Up	0.35	AC	\$ 5,845.00	\$ 5,845.00
26.	4" White Waterborne Pavement Marking Paint, Type P Beads	224.00	LF	\$ 1.15	\$ 257.60
27.	4" Double Yellow Waterborne Pavement Marking Paint, Type P Beads	15.00	LF	\$ 1.70	\$ 25.50
28.	24" White Stop Bars	48.00	LF	\$ 17.00	\$ 816.00
	Change Order #2 added:				
5001	Additional Pavement Removable	1	LS	\$ 1,180.00	\$ 1,180.00
TOTAL CONSTRUCTION CONTRACT ITEMS					\$ 120,370.78
LESS PREVIOUS PAYMENTS				\$ 114,734.45	
AMOUNT DUE THE CONTRACTOR				\$ 5,636.33	
ACQUISITION FEES					\$ 3,953.00
CONSULTANT FEES					\$ 24,313.52
DESIGN ENGINEERING COSTS					\$ 27,705.18
CONSTRUCTION ENGINEERING/INSPECTION COSTS					\$ 13,539.86
OTHER COSTS					\$ -23.87
TOTAL PROJECT COSTS					\$ 304,592.92

Resolution No. 2703 passed on July 16, 2012, authorized the City Manager to enter into an agreement with KLG Engineering, LLC for design services for the Independence Sidewalks Project. On April 2, 2018 by Resolution 3165, the City Manager executed a Supplemental Agreement with KLG Engineering, LLC. There were delays that occurred as a result of longer

than anticipated wait times for the initial field survey and subsequent survey pick-up work as performed by the consultant's sub. Given the time demands imposed by the right of way acquisition process, the ESC schedule needed to be revised to absorb the delays.

The Federal Highways and Transportation Commission Federal Aid Program Agreement covered seventy-eight percent (78%) not to exceed \$201,455.00. Reimbursement of \$121,004.12 has been received to date. Final reimbursement will occur after the project has been accepted by the City and the final check issued.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex G. McElroy", with a long horizontal flourish extending to the right.

Alex McElroy
Director of Development Services

AM/kj

Independence Street Sidewalks TAP-1500(023)
Project Reference Code 1747025-71162-2110
Purchase Order No. P191587

Staff: Ryan Shrimplin, AICP - City Planner
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-249

SUBJECT

An Ordinance approving the Record Plat of Journee Lane Subdivision.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for a two-lot subdivision at 622, 626, 628, and 632 Broadway.

BACKGROUND/DISCUSSION

A record plat has been submitted for Journee Lane Subdivision, located at 622, 626, 628, and 632 Broadway. The properties are zoned CBD (Central Business District) with the DCC (Downtown Commercial Corridor) overlay. The plat reconfigures several tracts to form two new lots. An exception is shown for the omission of the required 10 foot utility easement along the right-of-way lines and along the rear lot lines of Lot #1 and Lot #2. Staff supports the exception because the lots contain existing buildings located at or near the right-of-way lines and 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 Journee Lane Subdivision.doc	Ordinance
Staff Review-Referral-Action Form.pdf	Journee Lane Subdivision - Staff RRA Form
Map - Journee Lane Subdivision.pdf	Journee Lane Subdivision - Map
Application - Journee Lane Subdivision.pdf	Journee Lane Subdivision - Application
JourneePlat.pdf	Journee Lane Subdivision - Record Plat

BILL NO. 19-165

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
JOURNEE LANE SUBDIVISION

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

ARTICLE 1. The record plat of Journee Lane Subdivision, being all of Lot Numbered Thirty-four (34) and part of Lot Numbered Thirty-three (33) in Range "E" of the City of Cape Girardeau, and being the same parcel of land described in Document #2007-17657 of the Land Records of Cape Girardeau County, Missouri, submitted by Schloss Properties, LLC, bearing the certification of Scott A. Richards, a Registered Land Surveyor, dated the 17th day of September, 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: **Journee Lane Subdivision**

LOCATION: 632 Broadway

STAFF REVIEW & COMMENTS:

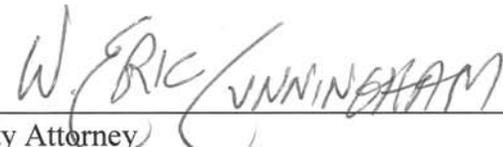
A record plat has been submitted which splits a parcel into two (2) lots at 632 Broadway. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

9/24/19

 Date

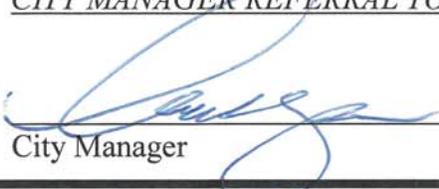


 City Attorney

SEPTEMBER 24, 2019

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

Sept. 24 2019

 Date

Planning & Zoning Commission

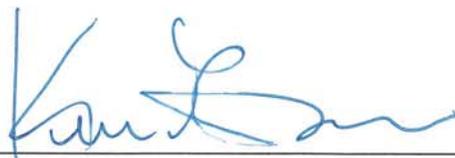
RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Larry Dowdy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bruce Skinner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Glenn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Doug Spooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Greaser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ed Thompson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Derek Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tom Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patrick Koetting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

VOTE COUNT: 1 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 <u>Journee Lane</u>		Type of Plat: Preliminary, Record, or Boundary Adjustment	
Applicant <u>Jacob Fish</u>		Property Owner of Record (if other than Applicant) <u>Robert Schloss</u>	
Mailing Address <u>2511 Independence</u>	City, State, Zip <u>Cape Girardeau Mo 63701</u>	Mailing Address <u>9916 Winkler Road</u>	City, State, Zip <u>St Louis MO 63128</u>
Telephone <u>(573) 450-3791</u>	Email <u>Jacob.Fish@RealtyExecutives</u>	Telephone <u>(314) 249-6974</u>	Email
Contact Person (If Applicant is a Business or Organization)		(Attach additional owners information, if necessary)	
Professional Engineer/Surveyor (if other than Applicant) <u>Richards Land Surveying</u>		Developer (if other than Applicant)	
Mailing Address <u>1813 Greenbrier Dr</u>	City, State, Zip <u>Cape Girardeau MO 63701</u>	Mailing Address	City, State, Zip
Telephone <u>(573) 339-7473</u>	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.

Jacob Fish
 Applicant Signature and Printed Name

9/12/19
 Date

OFFICE USE ONLY	
Date Received & By <u>9-18-19 cp</u>	MUNIS Application No. <u>9235</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

Journee Lane Subdivision



MAIN REFERENCE SOURCE IS: SCHLOSS PROPERTIES, LLC, LOCATED IN DOCUMENT #2007-17657 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI

SUBDIVISION DEDICATION

I, THE UNDERSIGNED, ROBERT SCHLOSS, MANAGING MEMBER OF SCHLOSS PROPERTIES LLC, A MISSOURI LIMITED LIABILITY COMPANY, OWNER OF ALL OF LOT NUMBERED THIRTY-FOUR (34) AND PART OF LOT NUMBERED THIRTY-THREE (33) IN RANGE "E" OF THE CITY OF CAPE GIRARDEAU, AND BEING THE SAME PARCEL OF LAND DESCRIBED IN DOCUMENT #2007-17657 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron Rod at the Southwest Corner of said Lot Numbered Thirty-Four (34); thence N.06°13'23"E, along the East Right-of-Way Line of North Sprigg Street, a distance of 131.00 feet to a 1/2" Iron Rod; thence departing from said Right-of-Way, S.85°44'31"E, a distance of 131.00 feet to a 1/2" Iron Rod; thence departing from said Right-of-Way, S.85°44'31"E, a distance of 120.00 feet to a 1/2" Iron Rod; thence N.06°13'23"E, a distance of 20.16 feet to a 1/2" Iron Rod; thence S.85°44'31"E, a distance of 80.00 feet to a 1/2" Iron Rod on the West Line of an existing Alley; thence S.06°13'23"W, along said West Line, a distance of 151.16 feet to a Point of the Southeast Corner of said Lot Numbered Thirty-Four (34); thence N.85°44'31"W, along the North Right-of-Way Line of Broadway, a distance of 180.00 feet to the POINT OF BEGINNING and containing 0.205 AC. As per Survey by Scott A. Richards, Professional Land Surveyor #2359, dated September 21, 2018.

HEREBY DECLARE THAT I HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AS NUMBERED AND DESIGNATED ON THIS PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS TO BE A PUBLIC UTILITY CORRIDOR OVERLAY DISTRICT AND SHALL BE OPEN TO THE PUBLIC AND HEREBY ESTABLISHED ACROSS ALL OF LOT #1 AND ALL OF LOT #2 FOR THE USE AND BENEFIT OF THE CURRENT AND FUTURE OWNERS OF LOT #1 AND LOT #2 AND THEIR RESPECTIVE TENANTS AND INVITEES, FOR THE SOLE PURPOSE OF PROVIDING INGRESS AND EGRESS BETWEEN LOT #1 AND LOT #2 AND BETWEEN SAID LOTS AND THE ADJACENT STREETS AND ALLEYS. SAID CROSS ACCESS EASEMENT SHALL BE OPEN TO ALL OTHER SUCH OWNERS AND INVITEES OF THE ADJACENT LOTS AND PARCELS. ALL OF THE SUCH USER SUCH OTHER SUCH OWNERS AND INVITEES OF THE ADJACENT LOTS AND PARCELS SHALL BE SOLELY OVER SUCH PARKING SPACES AS MAY FROM TIME TO TIME BE CONSTRUCTED AND MAINTAINED FOR SUCH USE. IN WITNESS WHEREOF, I HERETO SIGNED AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

ROBERT SCHLOSS
MANAGING MEMBER
SCHLOSS PROPERTIES, LLC
COUNTY OF _____
STATE OF MISSOURI

BEFORE ME, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROBERT SCHLOSS, MANAGING MEMBER OF SCHLOSS PROPERTIES, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WHO, BEING OF SOUND MIND AND SOUND MEMORY, DECLARED THAT HE WAS THE OWNER AND HAD EXECUTED THE FOREGOING INSTRUMENT AS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

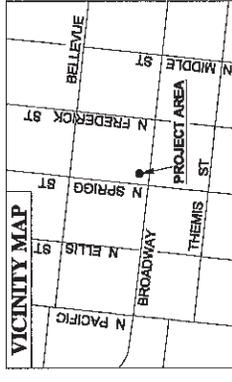
IN WITNESS WHEREOF, I HERETO SIGNED MY HAND AND AFFIX MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ DAY OF _____ 20____ A.D.

I, _____ CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CAPE GIRARDEAU, MISSOURI BY ORDINANCE NO. _____ PASSED AND APPROVED THIS _____ DAY OF _____ 20____ A.D.

CITY CLERK OF THE CITY OF CAPE GIRARDEAU, MISSOURI



- ### LEGEND
- SET 1/2" ROD AND KAP
 - FOUND IRON ROD
 - CUT GROSS IN CONCRETE
 - CALCULATED CORNER POSITION
 - AS NOTED
 - SUBDIVISION BOUNDARY LINE
 - - - LOT LINE TO BE ELIMINATED
 - - - NEW LOT LINE
 - - - PART OF OLD LINE
 - - - STREET CENTERLINE

RECORD PLAT JOURNEE LANE SUBDIVISION

ALL OF LOT NUMBERED THIRTY-FOUR (34) AND PART OF LOT NUMBERED THIRTY-THREE (33) IN RANGE "E" OF THE CITY OF CAPE GIRARDEAU, AND BEING THE SAME PARCEL OF LAND DESCRIBED IN DOCUMENT #2007-17657 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI

REFERENCES

DOCUMENT #2007-17657 (MAIN REFERENCE)
BOOK #894, PAGE #640 (ADJOINER)
DOCUMENT #511, PAGE #384 (REFERENCE)
DOCUMENT #4004-11276 (REFERENCE)
DOCUMENT #4004-11276 (REFERENCE)
PRIOR SURVEYS BY P.L.S. #1518
PLAT BOOK #24, PAGE #71
PLAT BOOK #23, PAGE #73
AERIAL PHOTOGRAPHS

POINT OF BEGINNING
THE SOUTHWEST CORNER OF LOT NUMBERED THIRTY-FOUR (34), RANGE "E" IN THE CITY OF CAPE GIRARDEAU, MISSOURI. (SET 1/2" IRON ROD)

AN EXCEPTION IS SHOWN FOR THE OMISSION OF THE REQUIRED 30 FT. SIDE SETBACK ALONG THE REAR LOT LINES OF LOT #1 AND LOT #2

LINE	LENGTH	BEARING
L1	20.16'	S06°13'23"W
L2	0.87'	S85°44'31"E

ZONING AND LOT INFORMATION

ZONING: CSD CENTRAL BUSINESS DISTRICT WITH DCC
DOWNTOWN COMMERCIAL CORRIDOR OVERLAY
MAXIMUM HEIGHT = THREE (3) STORIES NOT TO EXCEED FORTY (40) FEET
MINIMUM LOT AREA = NONE
MINIMUM LOT WIDTH = NONE
MAXIMUM DENSITY = NONE
BUILDING SETBACKS:
FRONT YARD = NONE, EXCEPT FIFTEEN (15) FEET WHEN ACROSS FROM A RESIDENTIAL ZONING DISTRICT
SIDE YARD = NONE, EXCEPT FIFTEEN (15) FEET WHEN ADJACENT TO A RESIDENTIAL ZONING DISTRICT
REAR YARD = NONE, EXCEPT FIFTEEN (15) FEET WHEN ADJACENT TO A RESIDENTIAL ZONING DISTRICT
NO SETBACKS APPLICABLE TO PROPOSED SUBDIVISION
NUMBER OF LOTS: 2
LARGEST LOT AREA: 15,948 SQ. FT. (0.364 AC.)
SMALLEST LOT AREA: 8,848 SQ. FT. (0.205 AC.)
TOTAL AREA: 24,796 SQ. FT. (0.569 AC.)

FOR: ROBERT SCHLOSS
CAPE GIRARDEAU, MISSOURI

FLOORPLAN NOTE:
NO PORTION OF THE PROPOSED SUBDIVISION FALLS WITHIN THE 100-YEAR FLOODPLAIN, AS DETERMINED ON THE FLOOD INSURANCE RATE MAP CODE 0100, EFFECTIVE DATE: 01/20/2018. REVERSED EFFECTIVE DATE OF JANUARY 20, 2018.

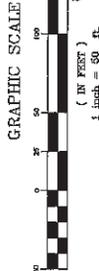
(NOW OR FORMERLY)
JANA & RANDY THOMPSON
BOOK #994, PAGE #640

FOUND CROSS OUT IN CONCRETE 6.14' EASTERLY ON LINE EXTENDED
583°44'31"E
60.00'

LOT #1
0.364 AC.

LOT #2
0.205 AC.

BEARINGS ARE REFERENCED TO MISSOURI GRID NORTH BY G.P.S. OBSERVATIONS (NAD 83) (EAST ZONE)



STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

This is to certify that I, a Missouri Land Surveyor, have surveyed the above plat which Survey is true and correct and was executed to the best of my ability, in conformance with the current Minimum Standards for Property Boundary Surveys in the State of Missouri. Given under my hand and seal of Cape Girardeau, Missouri this 17th day of September, 2019 A.D.

MISSOURI LAND SURVEYOR NO. 2359
STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)
FILED FOR RECORD THIS _____ DAY OF _____ 20____ A.D., IN THE OFFICE OF THE RECORDER OF DEEDS IN CAPE GIRARDEAU COUNTY AT JACKSON, MISSOURI. DOCUMENT NO. _____

ANDREW DAVID BLITNER
CAPE GIRARDEAU COUNTY RECORDER OF DEEDS

10/16



1819 GREENBRIER DR. CAPE GIRARDEAU, MISSOURI
PHONE & FAX: (573) 399-7473
LAND SURVEYING

REVISION	DATE	DESCRIPTION

JOB NAME: ROBERT SCHLOSS
LOCATION: CAPE GIRARDEAU, MISSOURI
DESCRIPTION: JOURNEE LANE SUBDIVISION
DRAWN BY: KKS
CHECKED BY: SAR
SCALE: 1" = 50'
PROJECT NUMBER: _____
DATE: 9-17-2019
SHEET: _____ OF 1

Staff: W. Eric Cunningham, City Attorney
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-250

SUBJECT

An Ordinance Amending Chapter 5 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding the Liquor License Review Board and Appeals.

EXECUTIVE SUMMARY

This Ordinance will amend the City Code to state all three members of the Liquor License Review Board will be appointed by the City Council, and change the appeal process so it is like other boards and commissions.

BACKGROUND/DISCUSSION

Currently, two of the three members of the Liquor License Review Board are appointed by the City Manager. Since the Liquor License Review Board considers appeals from decision of the City Manager, it is considered more advisable to have all of the Members of the Board be appointed by the City Council. In keeping with that change, appeals from the Liquor License Review Board would be made to Circuit Court, the same as with other City Boards and Commissions. In addition, this Amendment clarifies how the terms of the Board Members are to be staggered, and it clarifies all appeal materials are to be filed with the City Clerk.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached Ordinance.

ATTACHMENTS:

Name:	Description:
☐ Amending_Ch_5_Liquor_License_Review_Board.doc	Ordinance

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU, MISSOURI, REGARDING THE LIQUOR LICENSE REVIEW BOARD AND APPEALS

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

ARTICLE 1. Section 5-1, entitled "Definitions", of Article 1 of Chapter 5 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief review officer means the first of two (2) city employees appointed by the city manager to serve on the liquor license review board.

City manager means the current city manager of the City of Cape Girardeau, Missouri, or his/her designee.

Distributor or wholesaler means a person selling intoxicating liquor to retailers for resale.

Intoxicating liquor means and includes alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, malt or other liquors, or combination of liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes.

Person means and includes any individual, association, joint stock company, syndicate, co-partnership, corporation, receiver, trustee, conservator or other officer appointed by any state or federal court.

is hereby repealed in its entirety and a new Section 5-1, entitled "Definitions", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 5-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief review officer means the presiding member of the liquor license review board, whose duties are described in Article II of this Chapter.

City manager means the current city manager of the City of Cape Girardeau, Missouri, or his/her designee.

Distributor or *wholesaler* means a person selling intoxicating liquor to retailers for resale.

Intoxicating liquor means and includes alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, malt or other liquors, or combination of liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes.

Person means and includes any individual, association, joint stock company, syndicate, co-partnership, corporation, receiver, trustee, conservator or other officer appointed by any state or federal court.

ARTICLE 2. Section 5-35, entitled "Denial of application; appeal", of Article 2 of Chapter 5 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 5-35. - Denial of application; appeal.

(a) Denial. When a license under this chapter is denied, the city manager shall send a letter to the applicant stating why the license was denied and how to appeal the denial. This letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

(b) Appeal by applicant. The applicant may appeal the denial to the liquor license review board by mailing or delivering a written notice of appeal to the chief review officer (CRO) and a copy to the city manager. The notice of appeal must be received by the CRO no later than ten (10) days after the applicant received the letter of denial. The applicant may submit to the CRO a position statement explaining why the applicant believes the license should be granted. The city manager may also submit to the CRO a position statement explaining why the manager believes the denial should be upheld.

(c) Right to continue operation. If an application for renewal of a license is denied, an applicant who has filed an appeal under this section shall be allowed to continue operating as though the license were renewed until the liquor license review board has rendered a decision. If the board affirms the denial of the license, the applicant shall be allowed to continue operating as though the

license were renewed until ten (10) days after receiving the letter of denial.

(d) Appeal by neighbor. Any person residing, owning property or maintaining a place of business within 200 feet of property upon which a licensed establishment is located may send a letter to the city manager objecting to the granting or renewal of a liquor license. The letter shall state the grounds for the objection. After renewing, granting or denying the license, the city manager shall promptly notify the objecting neighbor, by first class mail, of the action taken on the application. The notice shall be presumed received three (3) days after it was mailed. If the license is granted or renewed, the objecting neighbor may appeal to the liquor license review board by mailing or delivering a written notice of appeal to the chief review officer and mailing or delivering copies to the city manager and to the licensee. The notice of appeal must be received by the CRO no later than ten (10) days after the objecting neighbor received the notice that the license was renewed or granted. The objecting neighbor may submit to the CRO a position statement explaining why the objecting neighbor believes the license should not be renewed. The licensee and the city manager may also submit position statements to the CRO.

is hereby repealed in its entirety and a new Section 5-35, entitled "Denial of application; appeal", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 5-35. - Denial of application; appeal.

(a) Denial. When a license under this chapter is denied, the city manager shall send a letter to the applicant stating why the license was denied and how to appeal the denial. This letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

(b) Appeal by applicant. The applicant may appeal the denial to the liquor license review board by mailing or delivering a written notice of appeal to the City Clerk. The notice of appeal must be received by the City Clerk no later than ten (10) days after the applicant received the letter of denial. The City Clerk shall immediately mail or deliver a copy of the appeal and all appeal documents to the Chief Review Officer (CRO) and to the City Manager. The applicant may submit a position statement explaining why the applicant believes the license should be granted. The city manager may also submit a position statement

explaining why the manager believes the denial should be upheld.

(c) Right to continue operation. If an application for renewal of a license is denied, an applicant who has filed an appeal under this section shall be allowed to continue operating as though the license were renewed until the liquor license review board has rendered a decision. If the board affirms the denial of the license, the applicant shall be allowed to continue operating as though the license were renewed until ten (10) days after receiving the letter of denial.

(d) Appeal by neighbor. Any person residing, owning property or maintaining a place of business within 200 feet of property upon which a licensed establishment is located may send a letter to the city manager objecting to the granting or renewal of a liquor license. The letter shall state the grounds for the objection. After renewing, granting or denying the license, the city manager shall promptly notify the objecting neighbor, by first class mail, of the action taken on the application. The notice shall be presumed received three (3) days after it was mailed. If the license is granted or renewed, the objecting neighbor may appeal to the liquor license review board by mailing or delivering a written notice of appeal to the City Clerk. The notice of appeal must be received by the City Clerk no later than ten (10) days after the objecting neighbor received the notice that the license was renewed or granted. The objecting neighbor may submit to the City Clerk a position statement explaining why the objecting neighbor believes the license should not be renewed. The licensee and the city manager may also submit position statements to the City Clerk. The City Clerk shall immediately mail or deliver a copy of the appeal and all appeal documents to the CRO, the City Manager, and the Licensee.

ARTICLE 3. Section 5-36, entitled "Liquor License Review Board", of Article 2 of Chapter 5 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 5-36. - Liquor license review board.

A three-member liquor license review board is hereby established consisting of the chief review officer, another city employee appointed by the city manager and a member appointed by the city council to serve a three-year term. The city manager's appointee shall be a current city employee and shall serve at the pleasure of the city manager.

is hereby repealed in its entirety and a new Section 5-36, entitled "Liquor License Review Board", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 5-36. - Liquor license review board.

(a) There is hereby created a board consisting of three (3) members which shall be known and designated as the Liquor License Review Board. The City Council shall appoint by formal motion and majority action the three (3) members of the Liquor License Review Board, and shall name one (1) of those members as the Chief Review Officer. Except as otherwise provided in Section 2-98, members of the Liquor License Review Board shall serve for terms of three (3) years beginning on the first day of December. All members' terms shall be staggered so that one (1) member's term shall expire each year.

(b) Although there is currently a Liquor License Review Board with one member appointed by the City Council, as of the effective date of this Ordinance all members of the new reconstituted Board will be appointed by the City Council. One member will be appointed for a one year term, one member will be appointed for a two year term, and the other member will be appointed for a three year term. When each term expires, that position will be filled for a three year term.

ARTICLE 4. Section 5-37, of the Section entitled "Review of license denial", of Article 2 of Chapter 3 of the Code of Ordinances of the City of Cape Girardeau, Missouri, reading as follows:

Sec. 5-37. - Review of license denial.

(a)The chief review officer, after receiving a notice of appeal from an applicant, shall schedule a meeting of the liquor license review board. Before the meeting, the board members shall be provided with copies of the letter of denial, the notice of appeal and any documentation and position statements provided by the city manager and the applicant pertaining to the license denial. The board may allow the city manager and the applicant or the applicant's representative to explain their positions to the board at the meeting. The board may either affirm the denial of the license or direct the city manager to grant the license. The license, in the board's discretion, may be for less than the full period of time ending on June 30. In that case, the licensee shall pay only a prorated license fee. If the board affirms the denial, it shall set forth the grounds for

denial in a letter to the applicant. The letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

(b) The chief review officer, after receiving a notice of appeal from an objecting neighbor, shall schedule a meeting of the liquor license review board. Before the meeting, the board members shall be provided with copies of the letter of objection, the notice of appeal and any documentation and position statements provided by the objecting neighbor, the city manager and the licensee. The board may allow the objecting neighbor, the city manager and the licensee or the licensee's representative to explain their positions to the board at the meeting. The board may either affirm the renewal or granting of the license or deny the license. The license, in the board's discretion, may be for less than the full period of time ending on June 30. In that case, the licensee shall pay only a prorated license fee. The board shall set forth the grounds for its decision in a letter to the objecting neighbor and the licensee. The letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

(c) A decision of the liquor license review board to deny a license may be appealed by the applicant to the city council. A written notice of appeal must be received by the city manager no later than ten (10) days after the applicant received the letter from the liquor license review board denying the license. The city council shall only review an appeal made from a denial of a license. The city council shall act upon the notice of appeal after its receipt at the next regularly scheduled city council meeting. If the appeal request is received less than two (2) full working days prior to a regularly scheduled council meeting, the appeal shall be delayed to the following regularly scheduled council meeting.

is hereby repealed in its entirety and a new Section 5-37, entitled "Review of license denial, revocation or suspension", is hereby enacted in lieu thereof, in words and figures, to read as follows, to-wit:

Sec. 5-37. - Review of license denial, revocation or suspension.

(a) The chief review officer, after receiving an appeal from an applicant or licensee (appellant), shall schedule a meeting of the liquor license review board. Before the meeting, the board members shall be provided with copies of the letter of denial, revocation or suspension, the notice of appeal and any documentation and position statements provided by the city manager and the appellant pertaining to

the license denial, revocation or suspension. The board may allow the city manager and the appellant or the appellant's representative to explain their positions to the board at the meeting. Thereafter,

1. The board may affirm or deny the city manager's action.
2. In the case of a license denial, the board may direct the city manager to grant the license. In the board's discretion, a license granted may be for less than the full period of time. In that case, the licensee shall pay only a prorated license fee.
3. The board may impose a suspension from one (1) day to thirty (30) days.

If the board affirms a denial or revocation, it shall set forth the grounds for denial or revocation in a decision letter to the appellant. The letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

b) The chief review officer, after receiving an appeal from an objecting neighbor, shall schedule a meeting of the liquor license review board. Before the meeting, the board members shall be provided with copies of the letter of objection, the notice of appeal and any documentation and position statements provided by the objecting neighbor, the city manager, and the licensee. The board may allow the objecting neighbor, the city manager, and the licensee or the licensee's representative to explain their positions to the board at the meeting. The board may either affirm the renewal or granting of the license, or deny the license. The license, in the board's discretion, may be for less than the full period of time. In that case, the licensee shall pay only a prorated license fee. The board shall set forth the grounds for its decision in a letter to the objecting neighbor and the licensee. The letter shall be hand delivered or sent by first class mail. A mailed letter shall be presumed received three (3) days after it was mailed.

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

ARTICLE 5. It is the intention of the governing body and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cape Girardeau, Missouri, and the sections of this Code may be renumbered to accomplish such intention.

ARTICLE 6. 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

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-251

SUBJECT

An Ordinance authorizing the issuance of a Special Tax Bill for property located at 1018 Good Hope Street, for the demolition of a dangerous building under the provisions of Chapter 7 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.

BACKGROUND/DISCUSSION

On January 7, 2019, the City condemned a structure at 1018 Good Hope Street. A letter was sent to the property owner notifying her of the condemnation and her responsibilities under Chapter 7, Article VII of the 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 repair or demolish the structure by June 6, 2019. 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 \$9,710.00. An ordinance authorizing the issuance of a Special Tax Bill for the demolition cost is attached. The contractor's invoice is also attached, for reference.

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 a Special Tax Bill for 1018 Good Hope Street.

ATTACHMENTS:

Name:	Description:
Tax Bill Ord- 1018 Good Hope Street.doc	Ordinance
Invoice-1018 Good Hope Street.pdf	Invoice-1018 Good Hope Street

BILL NO. 19-167

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SPECIAL TAX BILL FOR PROPERTY LOCATED AT 1018 GOOD HOPE STREET, FOR THE DEMOLITION OF A DANGEROUS BUILDING UNDER THE PROVISIONS OF CHAPTER 7 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 1018 Good Hope 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, Chapter 7 of the Code of Ordinances of the City of Cape Girardeau, Missouri authorizes 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 Order of the Building Supervisor, 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:

\$9,710 - 1018 Good Hope Street

Lot Seven (7) in Block Eighteen (18) of West End Place Second Addition to the City of Cape Girardeau, Missouri, as shown by Plat recorded in Plat Book 2 at Page 13, land records of Cape Girardeau County, Missouri

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

Ronald Kucera Jr.
160 Tolbert Drive
Jackson, MO 63755
573-382-1058 Cell
573-243-1058 Home

Invoice

Date	Invoice #
10/13/2019	1186

PO# 200391

Bill To
City of Cape Girardeau 401 Independence St. Cape Girardeau Mo. 63703

Job Location
1018 Good Hope St.

Terms
Due on receipt

Item	Description	Amount
Demo	* Demo house at 1018 Good Hope St.	9,710.00

Thank you for your business.	Total	\$9,710.00
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Staff: Ryan Shrimplin, AICP - City
Planner
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-252

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 623 North Main Street, in the City and County of Cape Girardeau, Missouri, from M-1, PD, and R-4 to CBD.

EXECUTIVE SUMMARY

The attached ordinance rezones property at 623 North Main Street from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District). The City Council's public hearing on the rezoning request was held on November 4, 2019.

BACKGROUND/DISCUSSION

An application has been submitted to rezone property at 623 North Main Street from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District) to CBD (Central Business District).

The immediately surrounding properties are zoned PD (Planned Development District) to the north and east, R-4 (Medium Density Multifamily Residential District) to the west, and M-1 (Light Manufacturing/Industrial District) to the south. This area consists of a mix of residential, commercial, and industrial uses. The Comprehensive Plan's Future Land Use and Infrastructure Map shows the subject property as Downtown Commercial.

The attached ordinance rezones the property from M-1, PD, and R-4 to CBD. The City Council's public hearing on the rezoning request was held on November 4, 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 properties along the west side of North Main Street between Broadway and the casino are in various zoning districts, but the Comprehensive Plan's Future Land Use and Infrastructure Map shows them all as Downtown Commercial. The proposed zoning district (CBD) is the zoning equivalent of the Downtown Commercial land use designation. CBD is particularly appropriate for these properties due to the mix of uses already present and the potential for additional mixed use developments. In addition, several of these properties are small and do not have sufficient space to provide off-street parking as required by the Development Code (Chapter 25 of the City's Code of Ordinances). This is case with the subject property. CBD is the only zoning district where off-street parking is not required. For these reasons, the proposed zoning district is reasonable and in reasonable conformity with the

surrounding properties.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission held a public hearing on October 2, 2019 and recommended approval of the rezoning request by a vote of 7 in favor, 0 in opposition, and 0 abstaining.

PUBLIC OUTREACH

The City Council's public hearing was advertised in the Southeast Missourian on October 13, 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:
623 North Main Street Rezone.doc	Ordinance
Staff Review-Referral-Action Form.pdf	623 North Main Street - Staff RRA Form
Map - Zoning - 623 N Main.pdf	623 North Main Street - Zoning Map
Map - FLU - 623 N Main.pdf	623 North Main Street - FLU Map
Application - 623 North Main Street.pdf	623 North Main Street - Application
CBD.pdf	CBD District Regulations

BILL NO. 19-168

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 623 NORTH MAIN STREET, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, MISSOURI, FROM M-1, PD, AND R-4 TO CBD

WHEREAS, the City Planning and Zoning Commission has recommended rezoning all of the property described in Article 1 of this Ordinance from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District), to CBD (Central Business 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, November 4, 2019; and

WHEREAS, the City Council of the City of Cape Girardeau, Missouri, has elected to rezone the property described in Article 1 from M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District), to CBD (Central Business 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 M-1 (Light Manufacturing/Industrial District), PD (Planned Development District), and R-4 (Medium Density Multifamily Residential District), to CBD (Central Business District), for the following described property:

Tract No. 1

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:
Beginning at a point on the West line of Main Street 113 feet South of the South line of Mill Street; thence West parallel to the South line of Mill Street 125 feet more or less to a point on the West line of

Lot 6 of Ingram's Addition, produced South; thence North along said West line of Lot 6 of Ingram's Addition, produced 14 feet more or less to the Southwest corner of said Lot 6; thence Westwardly along the South line of Lots 7 and 8 of Ingram's Addition to the Southwest corner of Lot 8 of Ingram's Addition, which corner is on the East line of Spanish Street; thence South along the East line of Spanish Street produced to a point; said point being 230 feet North of the South line of Out Lot No. 32 (said South line of Out Lot No. 32 being also the North line of Lot 10 in Block 1 of Ranney Place); thence East parallel with said South line of Out Lot No. 32, 66.6 feet; thence South parallel with the East line of Spanish Street 50 feet to a point; thence East parallel to the South line of Out Lot No. 32, 147.4 feet more or less to the West line of Main Street; thence North along the West line of Main Street 98 feet to the Point of Beginning.

LESS AND EXCEPT that portion falling in the North Main Street right-of-way.

Tract No. 2

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:
Commencing at a point at the Southwest corner of Main Street and Mill Street; thence South along the West line of Main Street 211 feet to a corner; thence West parallel with Mill Street 147.4 feet to the Point of Beginning; thence North 50 feet to a point; thence West 66.6 feet to the East line of Spanish Street for a corner; thence South along the East line of Spanish Street 50 feet to a corner; thence East parallel with Mill Street 66.6 feet to the Point of Beginning.

Tract No. 3

All of Lot No. 3 of Isle of Capri 1st Addition as recorded by plat in Document Number 2012-00626 of the land records of Cape Girardeau County, Missouri, in the City and County of Cape Girardeau, State of 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 CBD, Central Business District, and that such changes authorized hereby are reasonable and in reasonable conformity with the existing uses and value of the immediately surrounding properties.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

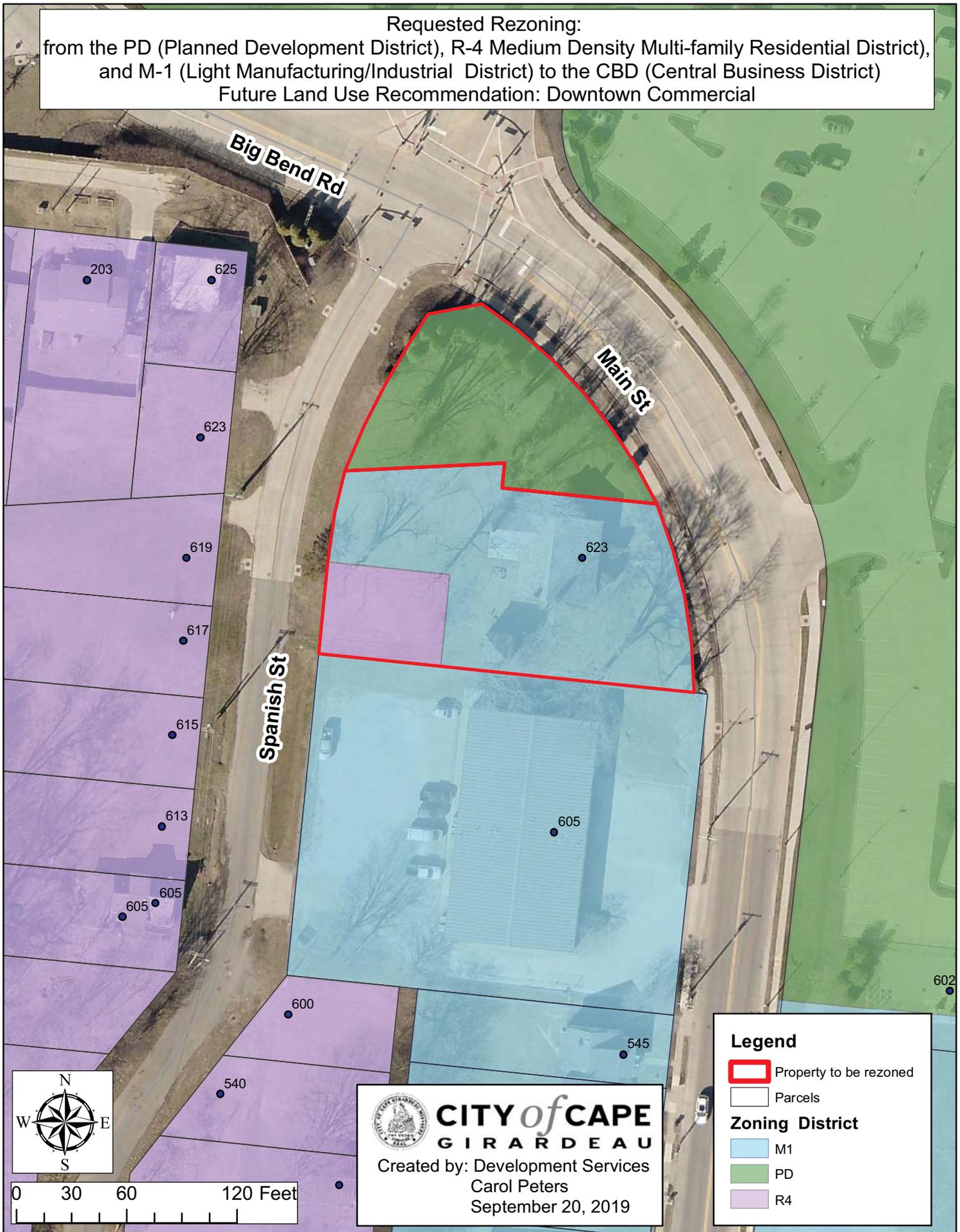
Bob Fox, Mayor

ATTEST:

Gayle Conrad, City Clerk

Rezoning Request - 623 North Main Street & adjacent parcel to the north

Requested Rezoning:
from the PD (Planned Development District), R-4 Medium Density Multi-family Residential District),
and M-1 (Light Manufacturing/Industrial District) to the CBD (Central Business District)
Future Land Use Recommendation: Downtown Commercial





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 623 N. Main Street, Cape Girardeau, Missouri, 63701			
Applicant Alyssa Phares c/o the James Reynolds House Foun.		Property Owner of Record (if other than Applicant)	
Mailing Address 276 S. Mount Auburn	City, State, Zip Cape Girardeau, MO 63701	Mailing Address 276 S. Mount Auburn	City, State, Zip Cape Girardeau, MO 63701
Telephone 3095305154	Email jreynoldshousefoundation@gmail.com	Telephone 3095305154	Email jreynoldshousefoundation@gmail.com
Contact Person (If Applicant is a Business or Organization) Alyssa Phares		<i>(Attach additional owners information, if necessary)</i>	
Type of Request: Rezoning, Special Use Permit, or Both Rezoning			
Existing Zoning M-1 (Light Manufacturing/Industrial) and R-4 (Medium Dens		Proposed Zoning District (Rezoning requests only) CBD - Central Business District (Downtown Commercial)	

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

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows: Beginning at a point on the West line of Main Street 113 feet South of the South line of Mill Street; thence West parallel to the South line of Mill Street 125 feet more or less to a point on the West line of Lot 6 of Ingram's Addition, produced South; thence North along the said west line of Lot 6 of Ingram's Addition, produced 14 feet more or less to the southwest corner of said Lot 6; thence Westwardly along the south line of Lots 7 and 8 of Ingram's Addition to the southwest corner of Lot 8 of Ingram's Addition, which corner is on the east line of Spanish Street; thence South along the East line of Spanish Street produced to a point; said point being 230 feet North of the south line of Out Lot No. 32 (said south line of Out Lot No. 32 being also the North line of Lot 10 in Block 1 of Ranney Place); thence East parallel with said South line of Out Lot No. 32, 66.6 feet; thence South parallel with the East line of Spanish Street 50 feet to a point; thence East parallel to the South line of Out Lot No. 32, 147.4 feet more or less to the West line of Main Street; thence North along the West line of Main Street 98 feet to the Point of Beginning.

** See addendum for additional legal description

Describe the proposed use of the property.

The James Reynolds House is a local landmark property and is listed on the National Register of Historic Places. The James Reynolds House is a unique and convenient venue for small business meetings, retreats, meetings of nonprofit organizations and for small corporate functions of less than 50 persons. It will also offer an intimate venue for bridal and baby showers, rehearsal dinners and special celebrations as deemed appropriate by the Reynolds House Foundation. A warming kitchen will be available for renters' catering contractors to use, but will not be available for preparing meals. The James Reynolds House will feature a gallery of wall art that centers around the history of Cape Girardeau, Historic Preservation, Architecture, Anthropology and other Public History related disciplines. The James Reynolds House will be an example of a rehabilitated historic property proving useful in the in the 21st century and hopes to be an important catalyst to the Red Star District's revitalization.

Application continues on next page

OFFICE USE ONLY			
Date Received & By	File No.	MUNIS Application No.	
9-16-19 ep	1391	9272	
Planning & Zoning Commission Recommendation	Date		
City Council Final Action	Date		

Special Use Criteria (Special Use Permit requests only)

Explain how the Special Use Permit request meets the criteria below. Attach additional sheets, if necessary.

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

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

- 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.

Alyssa Phares Alyssa Phares
Property Owner of Record Signature and Printed Name

9/16/19
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.

Alyssa Phares Alyssa Phares
Applicant Signature and Printed Name

9/16/19
Date

** Legal Description Addendum for Reynolds House

FULL LEGAL DESCRIPTION

Part of Out Lot No. Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:

Beginning at a point on the West line of Main Street 113 feet South of the South line of Mill Street; thence West parallel to the South line of Mill Street 125 feet more or less to a point on the West line of Lot 6 of Ingram's Addition, produced South; thence North along the said west line of Lot 6 of Ingram's Addition, produced 14 feet more or less to the southwest corner of said Lot 6; thence Westwardly along the south line of Lots 7 and 8 of Ingram's Addition to the southwest corner of Lot 8 of Ingram's Addition, which corner is on the east line of Spanish Street; thence South along the East line of Spanish Street produced to a point; said point being 230 feet North of the south line of Out Lot No. 32 (said south line of Out Lot No. 32 being also the North line of Lot 10 in Block 1 of Ranney Place); thence East parallel with said South line of Out Lot No. 32, 66.6 feet; thence South parallel with the East line of Spanish Street 50 feet to a point; thence East parallel to the South line of Out Lot No. 32, 147.4 feet more or less to the West line of Main Street; thence North along the West line of Main Street 98 feet to the Point of Beginning.

Part of Out Lot Thirty-Two (32) in the City of Cape Girardeau, Missouri, described as follows:

Begin at a point at the southwest corner of Main Street and Mill Street; thence run South along the west line of Main Street 211 feet to a corner; thence run West parallel with Mill Street 147.4 feet to the point of beginning; thence North 50 feet to a point; thence West 66.6 feet to the east line of Spanish Street for a corner; thence South along the east line of Spanish Street 50 feet to a corner; thence East parallel with Mill Street 66.6 feet to the beginning point.

Reynolds House Immediate Neighbors

Hawthorn Group LTD

605 N. Main St.

Cape Girardeau, MO 63701

Dream Big LLC

619 Spanish St.

Cape Girardeau, Mo 63701

Linda & Michael Lawrence

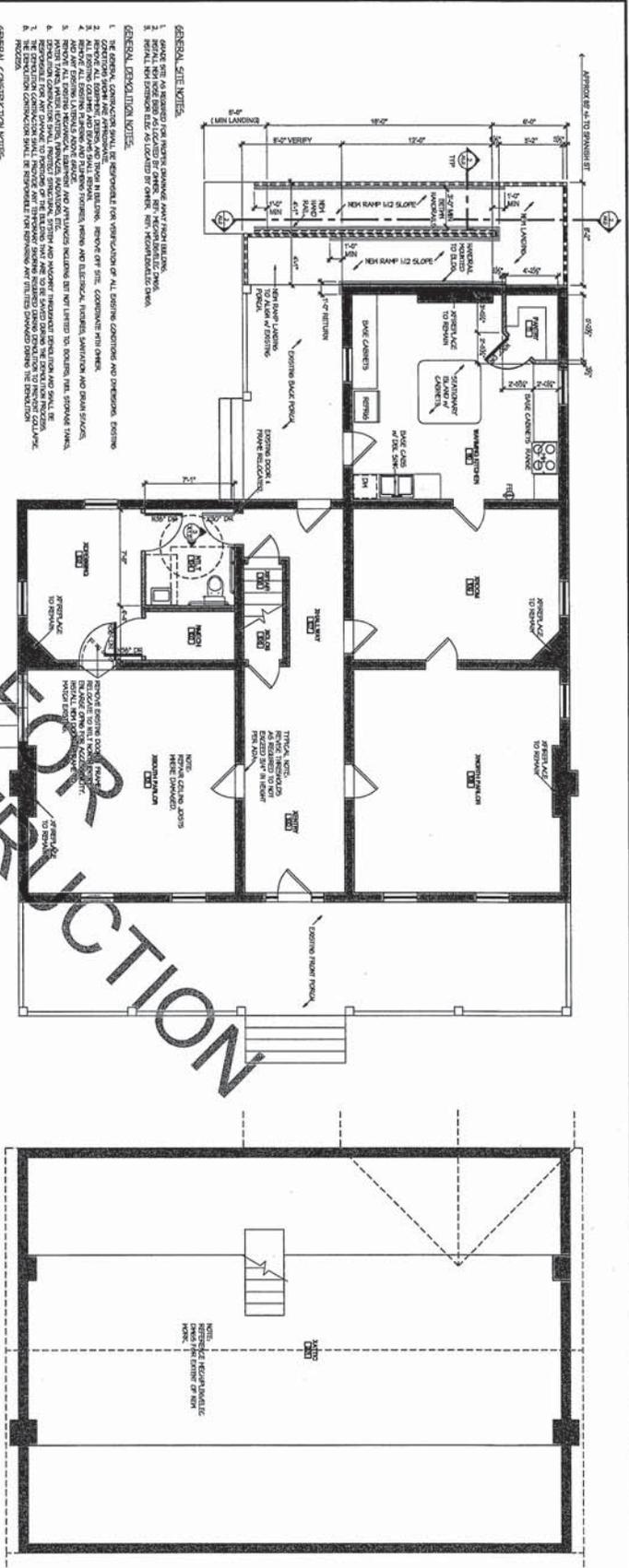
625 N. Spanish St.

Cape Girardeau, MO 63701

Lyle Randolph c/o the Isle of Capri Cape Girardeau

777 Main Street

Cape Girardeau, MO 63701

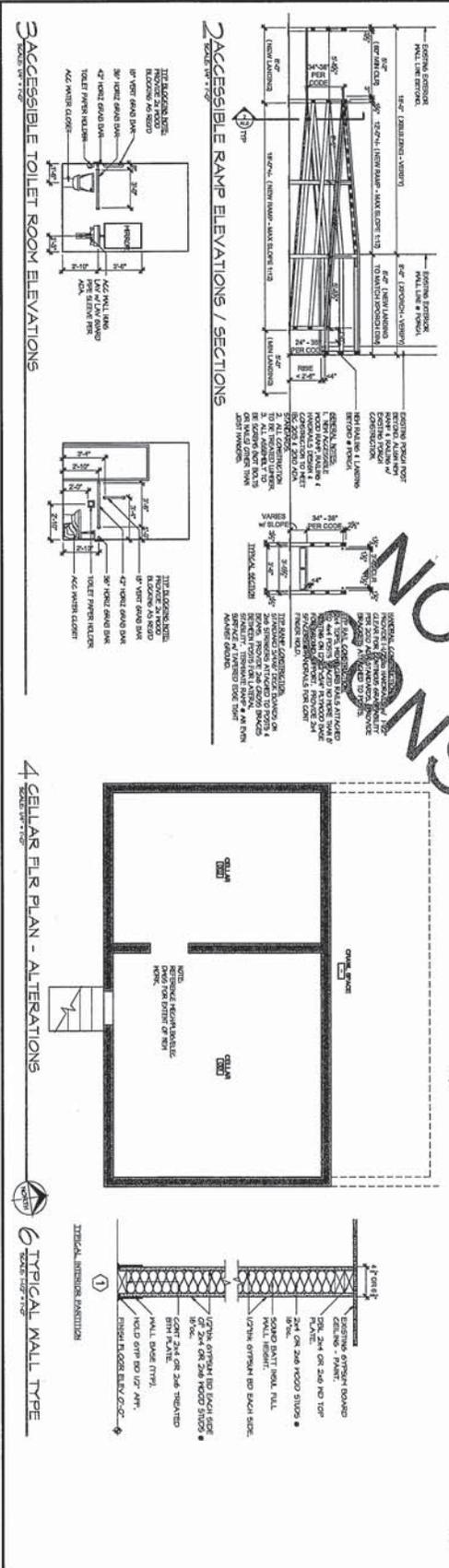


GENERAL SITE NOTES:

1. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS. EXISTING CONDITIONS SHALL BE SHOWN AS NOTED ON THIS PLAN.
2. REMOVE ALL EXISTING PARTITIONS AND TRIM AS NOTED. REMOVE ALL EXISTING PARTITIONS AND TRIM AS NOTED.
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GENERAL CONSTRUCTION NOTES:

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS. EXISTING CONDITIONS SHALL BE SHOWN AS NOTED ON THIS PLAN.
2. REMOVE ALL EXISTING PARTITIONS AND TRIM AS NOTED. REMOVE ALL EXISTING PARTITIONS AND TRIM AS NOTED.
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RENOVATIONS TO:
JAMES REYNOLDS HOUSE
823 N. MAIN STREET
CAPE GIRARDEAU, MO 63701

A1.0

55 JAN 2019

PROJECT NO. 145

PROJECT NAME: JAMES REYNOLDS HOUSE

PROJECT ADDRESS: 823 N. MAIN STREET, CAPE GIRARDEAU, MO 63701

OWNER: JAMES REYNOLDS

ARCHITECT: DILLE ARCHITECTURE

DILLE ARCHITECTURE

4061 Hwy 91, Ste. 2
P.O. Box 63961
St. Louis, MO 63163
314.381.4500
www.dillearch.com | info@dillearch.com

366 S. 9th, Auburn, IL
Cape Girardeau, MO 63702
314.381.4500
www.dillearch.com | info@dillearch.com

Sec. 30-332. - CBD, central business district.

(a) *Purpose.* The central business district [CBD] provides for the development of high density, compact, pedestrian oriented shopping, office, service, entertainment and residential districts. The districts are intended to be mixed-use districts that accommodate a variety of uses. It is intended specifically for the older downtown areas including: Broadway, Riverfront and Good Hope/Haarig areas of the City of Cape Girardeau. It is intended to allow flexible setbacks, smaller lot sizes, and increased lot coverage to encourage dense development in the urban core of the community. This district is designed to protect the small community appeal, integrity, character, and charm within the central business district by encouraging redevelopment that focuses on architecturally appropriate design standards typical of the city's early development history. These areas may also be experiencing or be in need of rehabilitation or redevelopment. This district is intended to accommodate the transition that must occur if these areas are to continue to contribute to the vitality of the city. The regulations of the central business district are intended to allow greater flexibility for tracts of land in the central business district than is permitted by other district regulations, where the planned development of such tracts would better reflect the character of the site and enhance the appearance and economic vitality of the downtown area.

(b) *Permitted principal uses.*

- (1) Any business that provides, displays, advertises and sells goods, supplies or services to the general public, as long as all activities associated with said business are contained entirely indoors as stated in the standards set forth in section 30-332(e)(2).
- (2) General retail and office, including banks and financial institutions.
- (3) Any governmental building, including police and fire stations.
- (4) Residential uses.
- (5) Hotels.
- (6) Medical facilities.
- (7) Health and fitness centers.
- (8) Public parks, playgrounds and recreational facilities.
- (9) Private institutions of higher education.
- (10) Nursing homes, senior citizen housing or retirement homes.
- (11) Commercial day cares.
- (12) Microbrewery.
- (13) Bed and breakfasts.
- (14) Restaurants, bars.
- (15) Medical marijuana dispensary facilities, as permitted in section 30-415, supplemental regulations.

(c) *Permitted accessory uses.*

- (1) Accessory structures and uses customarily incidental to the above uses including, but not limited to, garages, and dumpster storage facilities as permitted in section 30-403, supplemental regulations.
- (2) Solar energy systems, as permitted in section 30-410, supplemental regulations.
- (3) Short term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.

(d) *Special uses.*

- (1) Helicopter landing pad, heliport or other landing areas in relationship with medical facilities.
- (2) Telecommunication tower, as permitted in section 30-404, supplemental regulations.
- (3) Marina or dock.

- (4) The allowance of additional height, not to exceed sixty (60) feet or five (5) stories.
 - (5) Excursion gambling boat or floating gambling facility, as permitted in section 30-409, supplemental regulations.
 - (6) Wind energy conversion systems, as permitted in section 30-410, supplemental regulations.
 - (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) Long term use of shipping containers for accessory uses, as permitted in section 30-402, supplemental regulations.
- (e) *Standards.*
- (1) All activities and permitted uses except the following shall be conducted entirely within a closed building.
 - a. Off-street parking and loading facilities.
 - b. Banks and financial institutions including automatic teller machines and drive-thru facilities with a maximum of two (2) teller stations or lanes.
 - c. Outdoor eating and drinking facilities.
 - d. Public parks, playgrounds and recreational facilities.
 - e. Outdoor live or amplified music provided that they are in compliance with the city's nuisance ordinance.
 - (2) All activities and permitted uses except the following shall be conducted entirely within a closed building.
 - a. Off-street parking and loading facilities.
 - b. Banks and financial institutions including automatic teller machines and drive-thru facilities with a maximum of two (2) teller stations or lanes.
 - c. Outdoor eating and drinking facilities.
 - d. Public parks, playgrounds and recreational facilities.
 - e. Outdoor live or amplified music provided that they are in compliance with the city's nuisance ordinance.
 - (3) Alteration of existing buildings:
 - a. Original window openings on public facing elevations should be maintained or retained.
 - b. Original upper story design details and features shall not be removed or obscured.
 - (4) New construction shall be compatible with the existing buildings in scale, height, materials, massing and rhythm and proportion of openings.
 - (5) Storefronts shall maintain traditional size, shape, spacing, patterns and alignment of openings of storefronts.
 - (6) The primary entrance for commercial buildings shall be oriented toward the street.
 - (7) Building setbacks:
 - a. *Residential:* Should be aligned by a uniform distance from sidewalks.
 - b. *Commercial:* Maintain alignment of facades along sidewalks.
 - (8) Height:
 - a. The height of additions or new construction should be within a similar range of the buildings in the surrounding blocks.
 - b. Corner buildings or buildings on the ends should be similar in height to buildings on adjoining corners.
 - (9) Materials that are comparable in quality, color, texture, finish and dimension to existing materials and buildings within the district should be used.
 - (10) Consistent rooflines should be maintained with adjacent buildings.
- (f) *Height, area, bulk and setback requirements.*

- (1) *Maximum height:* Three (3) stories not to exceed forty (40) feet.
- (2) *Minimum lot area:* None.
- (3) *Minimum lot width:* None.
- (4) *Maximum density:* None.
- (5) *Minimum yard requirements:*
 - a. *Front yard:* None, except fifteen (15) feet when across from a residential zoning district.
 - b. *Rear yard:* None, except fifteen (15) feet when adjacent to a residential zoning district.
 - c. *Side yard:* None, except fifteen (15) feet when adjacent to a residential zoning district.
- (6) *Maximum building coverage, including accessory buildings:* One hundred (100) percent of the lot.
- (g) *Open space, landscaping and bufferyard requirements.*
 - (1) Open space requirements: No minimum percentage required.
 - (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 or R-3 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 use set forth in section 25-202.

(Ord. No. 5211, art. 3, 7-15-19)

Editor's note— Ord. No. 5211, art. 3, adopted July 15, 2019, repealed the former § 30-332 and enacted a new section as set out herein. The former § 30-332 pertained to similar subject matter and derived from Ord. No. 5012, art. 5, adopted Oct. 2, 2017.

Staff: Molly Mehner, Deputy City
Manager
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-253

SUBJECT

An Ordinance authorizing the City Manager to execute a design build contract with Penzel Construction Company for the purpose of constructing City Hall located at 44 North Lorimier. First Reading.

EXECUTIVE SUMMARY

In 2018, the City conducted a City Hall Space/Needs Assessment which included a review and evaluation of existing facilities including the current City Hall, Common Pleas & Annex, and the old police station. At that time, the study concluded the city should tear the existing city hall building down and build a new facility to the tune of \$19-\$20MIL. In addition to the high price-tag, the Council and many members of the public expressed their desire to save the existing city hall building.

The City was also facing the County's upcoming departure from the Common Pleas Courthouse, needed improvements to stabilize the buildings, and identifying a use or revenue-generating tenant. This challenge was made even more difficult by a deed restriction on the property requiring a public use. It soon became apparent it made little sense to spend money on the existing city hall site/building, when we also have the responsibility and cost of caring for the landmark buildings a few blocks over.

Given all those factors, staff took another look at Common Pleas and the Annex again with a budget ceiling of \$12 MIL. The Space/Needs Assessment architect found a way to utilize the two existing historic structures, together with a new building component that accomplished the necessary space, accessibility, and security issues. This information was utilized to demonstrate our plan to the public if the Capital Improvement Sales tax was renewed.

In August 2019, voters approved the Capital Improvement Sales Tax extension and thus, the associated plans for several improvement projects including the water system, airport, streets, and this City Hall / Common Pleas project. The project will save the landmark buildings by moving City Hall into an expanded facility for \$12 million.

BACKGROUND/DISCUSSION

In October 2019, the City issued a Request for Proposals (RFP) seeking interested design-build teams to construct a renovated and new City Hall facility at 44 N. Lorimier Street. Three design-build proposals were received. A review team, consisting of representatives from Development Services, Finance, and the City Manager's Office, reviewed the proposals and interviewed all three teams. The review team selected the top qualified

design-build entity, Penzel Construction Company, and proceeded with negotiating the design-build agreement.

FINANCIAL IMPACT

The budget for this project is approximately \$12,000,000 (twelve million dollars). This project is funded by the Capital Improvement Sales Tax (\$6 million) and Casino Funds (\$6 million).

STAFF RECOMMENDATION

Staff recommends approval of the Ordinance authorizing the City Manager to execute this agreement and all related documents for this project.

ATTACHMENTS:

Name:	Description:
Contract_City_Hall_Penzel_Construction.doc	Ordinance
2019.10.30_City_Hall_Design_Build_Agreement.pdf	City Hall Design Build Agreement
City_Hall_Request_for_Proposal_FINAL.pdf	Request for Proposals

BILL NO. 19-169

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES WITH PENZEL CONSTRUCTION COMPANY, INC., FOR THE NEW CITY HALL LOCATED AT 44 NORTH LORIMIER, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager is hereby authorized to execute an Agreement for Professional and Construction Services with Penzel Construction Company Inc., for the design and construction of the new City Hall located at 44 North Lorimier, in the City of Cape Girardeau, Missouri. A copy of said Agreement for Professional and Construction Services, and a copy of the Request for Proposal and the process included therein, are incorporated herein by reference, and are hereby adopted, and all actions taken pursuant thereto are hereby ratified by the City Council.

ARTICLE 2. 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

AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSTRUCTION SERVICES (the “Contract”) is made this ____ day of _____, 2019 (the “Contract Date”), between **The City of Cape Girardeau** (hereinafter the “Owner”) and **Penzel Construction Company, Inc.** (hereinafter “Contractor”).

WHEREAS, Contractor is prepared and able to perform the professional design, engineering and construction services required by the Owner for construction of a **City Hall** at 44 North Lorimier Street in Cape Girardeau, Missouri (the “Project”);

THEREFORE, in consideration of the mutual promises hereinafter set out, the Owner, and Contractor agree as follows:

1. GENERAL PROVISIONS

- 1.1 **The Contract Documents.** The Contract Documents consist of this Contract, Exhibits, drawings, specifications, other documents listed in this Contract, and modifications issued after execution of this Contract, all of which form the Contract and are as fully a part of the Contract as if attached hereto or repeated herein. Upon the Owner’s acceptance of the Contractor’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.4.3.1 and identified in the Executed Guaranteed Maximum Price Proposal. The Contract represents the entire and integrated agreement between the parties hereto with respect to the Project and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.2 **Scope of Work.** Contractor shall, in accordance with the requirements of this Contract, perform and provide the design, engineering and construction services described in the Scope of Work attached as **Exhibit A** hereto (the “Work”), as modified by the parties from time to time with respect to the scoping, design and construction phases. Contractor shall complete the performance and provision of the Work as specified in Section 2 herein.
- 1.3 The Contractor accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to furnish the design, engineering and construction services set forth herein; to provide efficient administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information or other requests required by the Contractor and to make payments to the Contractor in accordance with the requirements of this Contract.

2. CONTRACTOR’S SERVICES

2.1 Scoping Phase Services

- 2.1.1 The Contractor shall provide a preliminary evaluation of the Owner’s Program, schedule, space and site requirements, and budgetary requirements, each in terms of the other, as set forth in the Scope of Work.
- 2.1.2 The Contractor shall conduct an initial site visit and inspection, and such additional visits as needed by the Contractor, to assess the suitability of its use for the Project and provide the Owner a presentation of its findings as and to the extent set forth in the Scope of Work. The Contractor shall conduct preliminary meetings with City Development Review Group for project review to determine initial feedback and analysis of opportunities and constraints regarding overall site, access, stormwater, building codes, permits, etc.
- 2.1.3 The Contractor shall schedule and conduct meetings with the Owner, in person or via telephone conference or online meetings as reasonably determined by Contractor, to discuss such matters as procedures, progress, coordination and scheduling as and to the extent set forth in the Scope of Work. The Contractor shall advise on proposed site use and improvements, including, without limitation, access, traffic, drainage, building placement and parking, selection of special equipment and systems, and building systems and equipment.
- 2.1.4 Contractor shall research and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the Owner’s Program requirements. In the performance of this obligation, Contractor shall meet with governmental authorities having or potentially having jurisdiction over the Project and make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, and any and all fire safety laws, codes, regulations, or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements. Contractor will notify Owner and at all times keep Owner advised of any potential challenge or obstacle to full and complete legal approval and compliance, including obtaining all applicable licenses and permits.

- 2.1.5 The Contractor shall investigate and determine the nature and identity of all permits, licenses and inspections as are necessary to commence and complete the Work. Contractor shall prepare a list of same, including associated costs and fees, and furnish it to the Owner. All fees charged by the City will be waived for this project.
- 2.1.6 Based upon the Contractor's review and analysis of the Owner's Program, the Contractor shall prepare a preliminary design, a preliminary project cost estimate, including cost estimates for any equipment systems, and a preliminary project schedule for the Owner's review and comment. If the cost estimate exceeds the Owner's budget, the Contractor shall make recommendations to the Owner on ways to reduce the preliminary cost estimate. The preliminary project schedule shall show the activities needed to satisfy the Owner's requirements for completing the Project.
- 2.1.7 For the Contractor's Scoping Phase Services described in Sections 2.1.1 through 2.1.6, the Owner shall compensate the Contractor as provided in **Exhibit B**. If Exhibit B is blank, Scoping Phase Services are not part of this Agreement.

2.2 Design Phase Services: Development of Documents

- 2.2.1 Design Documents. The Contractor shall prepare and submit to the Owner for review and written approval Design Documents based on the approved adjustments in the Program, budget and completion requirements authorized by the Owner. See **Exhibit C**. The Design Documents, as modified by the parties from time to time, shall consist of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems and elements, and such other elements as may be appropriate. The Contractor shall update the preliminary schedule and estimate based on the Design Documents and shall submit such update to the Owner for review and approval. The preliminary schedule and estimates shall be provided to the Owner in the formats set out in section 2.2.4. Upon submission to the Owner, the Contractor shall certify that, to the extent required of Contractor as set forth in the Scope of Work, the Design Documents: (i) are consistent with the Contract Documents; (ii) comply with applicable industry and professional practice standards; (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (iv) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.
- 2.2.2 Construction Documents. After the Owner's written approval of the Design Documents as specified in Exhibit C, the Contractor shall submit to the Owner for review and approval Construction Documents based on the approved Design Documents and any adjustments in the program, budget and completion requirements authorized by the Owner. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for construction of the Project (the "Drawings and Specifications"). If the Guaranteed Maximum Price has not been established, the Contractor shall prepare further updates of the preliminary schedule and estimate and shall submit such updates to the Owner for review and approval. Sets of plans shall be provided to the Owner in the formats set out in section 2.2.4.
- 2.2.3 For the Contractor's Design Phase Services described in Section 2.2, the Owner shall compensate the Contractor as provided in **Exhibit D**. If **Exhibit D** is blank, Design Phase Services are not part of this Agreement.
- 2.2.4 Drawings shall be provided in 24" x 36" format, and Specifications, estimates and schedules shall be provided in 8-1/2" x 11" or 11" x 17" format. Digital (PDF and CADD) and hardcopy Drawings and Specifications shall be provided of Design Documents and Construction Documents, and any revisions thereof. All drawings available on CADD shall be provided to the Owner on diskette or other electronic format accepted by Owner. As-builts shall be provided to the Owner at the completion of the Work. All CADD drawings provided shall be compatible with AutoCAD 2011.

2.3 Construction Phase Services

- 2.3.1 The Construction Phase will commence upon the issuance by the Owner of a written Notice to Proceed. See **Exhibit E**.

- 2.3.2 Those portions of the Work the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts with Contractor or, as applicable, by other appropriate agreements with the Owner. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.
- 2.3.3 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner.
- 2.3.4 Upon the execution of the Executed Guaranteed Maximum Price Proposal as provided in 2.4.1.6, the Contractor shall prepare and submit to the Owner a construction schedule for the Work and submittal schedule.
- 2.3.5 The Contractor shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Contractor shall hold regular progress meetings and shall submit written progress reports to the Owner, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. See Exhibit F.
- 2.3.6 The Contractor shall develop a system of cost control for the Work, to include a forecast of anticipated costs and regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and shall provide this information in its monthly reports to the Owner.
- 2.3.7 If Owner abandons the project prior to construction, the fees incurred by Contractor, including but not limited to those specified on Exhibits B and D are payable by Owner to Contractor.

2.4 Compensation for Construction Phase Services

2.4.1 Guaranteed Maximum Price Proposal

- 2.4.1.1 The Contractor shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Contractor's estimate of the Cost of the Work, including all costs and contingencies described in Section 2.4.1.4 and the Contractor's Fee, but shall not include any fees, costs or expenses incurred during the Scoping Phase or Design Phase.
- 2.4.1.2 To the extent that the Drawings and Specifications are anticipated to require further development, the Contractor shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 2.4.1.3 The Contractor shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - 2.4.1.3.1 A list of the Drawings and Specifications, including all Addenda thereto;
 - 2.4.1.3.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.4.1.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
 - 2.4.1.3.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Contractor's Fee;

- 2.4.1.3.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- 2.4.1.3.5 A date by which the Owner must accept the Guaranteed Maximum Price.
- 2.4.1.4 In preparing the Contractor's Guaranteed Maximum Price proposal, the Contractor shall include its contingency for the Contractor's exclusive use to cover various miscellaneous expenses, unknown minor costs, and various design and project omissions, and gaps in the bid scopes, as well as those costs considered reimbursable as the Cost of the Work but not included in a Change Order.
- 2.4.1.5 The Contractor shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Contractor, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- 2.4.1.6 If the Owner notifies the Contractor the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective. Promptly thereafter, Owner and Contractor shall both sign the Guaranteed Maximum Price proposal (hereinafter, the "Executed Guaranteed Maximum Price Proposal"). The Executed Guaranteed Maximum Price Proposal shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- 2.4.1.7 The Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs or except as provided in Exhibit B and D. See Exhibit G.
- 2.4.1.8 The Owner shall authorize the Contractor at Owner's expense to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Executed Guaranteed Maximum Price Proposal. The Contractor shall notify the Owner of any inconsistencies between the Executed Guaranteed Maximum Price Proposal and the revised Drawings and Specifications.
- 2.4.1.9 The Contractor shall not be required to include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Contractor. All such taxes shall be paid as provided in Section 7.4, and the City will provide a tax exempt certificate to the Contractor covering all such taxes for this project promptly upon the execution of this Contract.
- 2.4.2 Contract Sum. For the Contractor's performance of the Work as described in Section 2.3, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract, at such times as further provided in this Contract. The Contract Sum is the Cost of the Work as defined in Section 2.4.4.1 plus the Contractor's Fee. See Exhibit U.
- 2.4.3 Guaranteed Maximum Price
 - 2.4.3.1 The Contractor guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Executed Guaranteed Maximum Price Proposal, as it is amended from time to time. Excluding any payment for taxes pursuant to Section 7.4, to the extent the Cost of the Work exceeds the Guaranteed Maximum Price; the Contractor shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the Owner and the Contractor shall share in such savings and Owner shall pay Contractor fifty-cents for every dollar saved below the Guaranteed Maximum Price.
 - 2.4.3.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.4.4 Costs to Be Reimbursed

2.4.4.1 The term “Cost of the Work” shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner, which shall not be unreasonably delayed or withheld. The Cost of the Work shall include only the items set forth in Sections 2.4.5 through 2.4.10 . See Exhibit U.

2.4.4.2 Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. See Exhibit G. The parties shall endeavor to identify any such costs prior to executing the Executed Guaranteed Maximum Price Proposal.

2.4.5 Labor Costs

2.4.5.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

2.4.5.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when engaged in the Scope of Work.

2.4.5.3 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 2.4.4.1 through 2.4.4.

2.4.5.4 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner’s prior approval.

2.4.6 Subcontract Costs. Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

2.4.7 Costs of Materials and Equipment Incorporated in the Completed Construction

2.4.7.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

2.4.7.2 Costs of materials described in the preceding Section 2.4.7.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work, less reasonable expenses of Contractor in completing such sales.

2.4.8 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

2.4.8.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

2.4.8.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval, which shall not be unreasonably withheld.

2.4.8.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

- 2.4.8.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- 2.4.8.5 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- 2.4.8.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, which shall not be unreasonably withheld.

2.4.9 Miscellaneous Costs

- 2.4.9.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverage's required by the Contract Documents, with the Owner's prior approval.
- 2.4.9.2 Intentionally Omitted.
- 2.4.9.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.
- 2.4.9.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.
- 2.4.9.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent, which shall not be unreasonably withheld. However, such costs of legal defenses, judgments and settlements shall not initially be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.
- 2.4.9.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval, which shall not be unreasonably withheld.
- 2.4.9.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- 2.4.9.8 Subject to the Owner's prior approval, which shall not be unreasonably withheld, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

2.4.10 Other Costs and Emergencies

- 2.4.10.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.
- 2.4.10.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 2.4.10.3 Costs as provided in Section 2.4.1.4 and of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, to the extent that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

2.4.11 Costs Not To Be Reimbursed

- 2.4.11.1 The Cost of the Work shall not include the items listed below:

- 2.4.11.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, but subject to the provisions of Section 2.4.5.2;
- 2.4.11.1.2 Expenses of the Contractor's principal office and offices other than the site office;
- 2.4.11.1.3 Overhead and general expenses, except as may be expressly included in Sections 2.4.5 to 2.4.10;
- 2.4.11.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- 2.4.11.1.5 Costs due to labor strikes and/or the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- 2.4.11.1.6 Any cost not specifically and expressly described in Sections 2.4.5 to 2.4.10 unless such costs are actual costs required to complete the Work and approved in writing by Owner or are otherwise stated in this Contract;
- 2.4.11.1.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- 2.4.11.1.8 Costs for services incurred during the Scoping and Design Phases other than those approved in writing in advance by Owner, which shall be paid by Owner as otherwise provided in this Contract.

2.4.12 Accounting Records. The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner in the Owner's reasonable discretion. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit, at the Owner's expense, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Due to the sensitive nature of the information that may be disclosed by Owner's audit, including financial, trade secret and work product information of the Contractor and subcontractors which may be beneficial to Contractor and subcontractor's competitors, Owner agrees that copies of the foregoing records and information shall only be provided to Owner upon Contractor's consent unless otherwise required by law.

2.4.13 Summary of Definitions regarding financial components.

- 2.4.13.1 Budget Items: Construction element or task that was bid out and subsequently contracted with a sub-trade supplier.
- 2.4.13.2 Allowance Items: Construction element or task that is anticipated, but not contracted with a sub-trade supplier. Amount of the allowance can be designated by (a) estimation, or (b) as a result of a RFP.
- 2.4.13.3 Contingency Items:
 - a Construction element or task that is unintentionally omitted from the RFP process, but still required as part of the Scope.
 - b Modification to an originally budgeted or anticipated construction element or task, as a result of local permitting, or code enforcement modifications.
 - c Modification to an originally budgeted construction element or task, as a result of commodity pricing or component availability.
 - d Contingency dollars could be used to cover "net overages" of Allowance Items.
 - e Construction element or task that results in an immaterial deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications AND (e) deemed to be "in scope".

- 2.4.13.4 Change Order Items: Construction item or element that is a material deviation from the contracted (a) Proposal, (b) Drawings, (c) Plans, or (d) Specifications, AND (e) deemed to be “in scope” or “out of scope”.

3. OWNER’S RESPONSIBILITIES

3.1 Owner’s Responsibilities During Scoping Phase

3.1.1 The Owner shall provide the following to the Contractor:

3.1.1.1 Information regarding legal limitations, together with all information in the possession of the Owner regarding environmental, soil and subsurface conditions at the Site. The Contractor shall take all reasonable and prudent steps necessary to locate utility facilities as required for the Project.

3.1.1.2 A program and other relevant information describing the Owner's Project objectives, constraints and requirements, including the Project budget and completion requirements.

3.1.1.3 To the extent it is not within the Contractor’s Scope of Work or the responsibility of the Contractor in Sections 4.6 and 4.7, Owner shall secure and pay for necessary easements and governmental approvals for the construction, use or occupancy of the Project, including legal services required therefor.

3.1.1.4 Promptly respond to Contractors’ inquiries and requested approvals as necessitated during the Scoping, Design and Construction Phase.

3.1.2 The information and services required by Paragraph 3.1.1 shall be furnished with reasonable promptness at the Owner's expense, and the Contractor shall be entitled to rely on their completeness and accuracy.

3.2 Owner’s Responsibilities During Design Phase

3.2.1 The Owner shall review (i) the Design Documents and other information furnished by the Contractor during the Design Phase as set forth under Section 2.2, and (ii) the Guaranteed Maximum Price Proposal as set forth in Section 2.4.1, each within 20 business days of receipt by Owner.

3.3 Owner’s Responsibilities During Construction Phase

3.3.1 The Owner shall at once report to the Contractor any errors, inconsistencies or omissions the Owner discovers in the Construction Documents. Failure by the Owner to report to the Contractor any such errors, inconsistencies or omissions shall not relieve the Contractor of any of its responsibilities with respect to such errors, inconsistencies or omissions, unless Contractor cannot reasonable infer such items from the Owner’s Program.

3.4 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

3.5 Owner’s Representative: Notwithstanding anything in this Contract to the contrary, Contractor acknowledges and agrees that (i) Molly Mehner shall be Owner’s representative for the administration of the Work (the “Owner’s Representative”), (ii) no Change Order shall be deemed approved by Owner nor may Contractor have a claim for additional services unless a written change order has been executed and delivered by Owner’s Representative, (iii) any work outside the scope of the Work set forth in this Contract and any properly executed Change Orders cannot be authorized by other representatives, agents, employees, officers, members or consultants, contractors of Owner (whether requested in writing or verbally by such other representative, agents, employees, officers, members, consultants or contractors). Owner’s Representative shall be allowed (but not required to be) on the Site at all times, however, such shall not relieve or release Contractor from any of its obligations or responsibilities under this Contract.

4. CONTRACTOR’S RESPONSIBILITIES

4.1 Conduct of Services

- 4.1.1 Contractor represents and warrants to the Owner that Contractor is competent to perform and provide the services required by this Contract, and the Contractor has the necessary permits, licenses and qualifications to perform such services. When applicable law requires that services be performed by licensed professionals, the Contractor shall have those services provided through the performance of qualified persons or entities duly licensed to practice their professions, including but not limited to, lawfully licensed architects, engineers or other design professionals. Contractor shall exercise skill, care and diligence in the performance and provision of the Work required by this Contract. Contractor shall perform the services promptly and in conformity with the requirements of this Contract, and in this regard shall carry out its obligations under this Contract in accordance with customarily accepted practices. In the event that Contractor should fail to comply with any of the foregoing requirements or standards, Contractor shall perform at its own costs and without reimbursement from the Owner, the services necessary to correct deficiencies in the services or work which are so caused. Contractor's representations and warranties in this Section shall terminate at the times provided in Section 11.1.
- 4.1.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, architects, contractors, subcontractors, engineers, design professionals, and their agents and employees, and other persons or entities performing any portion of the obligations required to be completed by Contractor under the Contract Documents.
- 4.1.3 When requested, the Contractor shall obtain from each of the Contractor's professionals and furnish to the Owner certifications with respect to the documents and services provided by such professionals (a) that, to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Contract Documents and the Design Documents, except to the extent specifically identified in such certificate, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

4.2 Project and Payment Schedule

4.2.1 The Construction Schedule

- 4.2.1.1 Contractor shall prepare and maintain a schedule (the "Construction Schedule") to meet the "Milestones" identified in the attached **Exhibit H**, as modified from time to time by the parties. The Construction Schedule shall accurately represent and reflect, to the best of Contractor's knowledge, experience and ability, the total time and monies required to complete each task and the progress of the Work relative to the Substantial Completion Date (as hereinafter defined). The Contractor shall promptly revise the Construction Schedule as the scope of the Project changes and report any revisions in the Construction Schedule to "Owner's Representative".
- 4.2.1.2 Time is of the essence of this Contract. In the event that the Contractor does not meet the Milestones for reasons other than Excusable Delay, Contractor shall, at its sole cost and expense, implement remedial actions reasonably necessary to achieve Contract compliance. In addition, in the event the Owner determines the Work to achieve the Milestones has not progressed or reached the level of completion required by this Contract for reasons other than Excusable Delay, the Owner shall have the right at Owner's cost [through the use of Contractor's Contractual Contingency Fund]to order the Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (collectively, the "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the Construction Schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum or Construction Schedule (for reasons other than Excusable Delay) in connection with Extraordinary Measures required by the Owner under or pursuant to this paragraph unless this Contract otherwise expressly permits the same and Owner may exercise the rights furnished the Owner under or pursuant to this paragraph as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone date or completion date set forth in the Construction Schedule.

4.2.2 Substantial Completion

- 4.2.2.1 As used in this Contract, the term “Substantial Completion” or “Substantially Completed” shall mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use.
- 4.2.2.2 The Work to be performed under this Contract shall be Substantially Completed as soon as reasonably practical but in no event later than September 1, 2021 (the “Substantial Completion Date”). The Substantial Completion Date may be modified by the parties as provided in Section 6.2 or 12.1. The period between the date of this Contract and the Substantial Completion Date shall be the “Contract Period”. In the event that Contractor completes the Work 30 days prior to the last date which can constitute the Substantial Completion Date as modified by the mutual agreement of the parties (the “Incentive Date”), then Owner shall award Contractor \$500 for each such day that the Work is completed to Substantial Completion prior to the Incentive Date. The maximum bonus amount under this provision shall be \$15,000. This bonus shall be in addition to any other payments or bonuses to be received by Contractor under this Contract.

4.2.3 Certificate of Substantial Completion

- 4.2.3.1 When the Contractor considers the Work to be substantially complete, the Contractor shall provide written notice to Owner. See Exhibit I. Promptly following Owner’s receipt of such notice, Contractor and Owner’s Representative shall meet at the Site, inspect the Work and review test results if any, in order for the Owner to determine whether the Work is substantially complete. Contractor and Owner’s Representative shall also complete a comprehensive list of all items to be completed or corrected (the “Punchlist”) by the Contractor. Failure to include an item on the Punchlist shall not alter the Contractor’s responsibility to complete all Work in accordance with this Contract. Contractor shall commence with the correction and/or completion of any item on the Punchlist immediately thereafter. If the items set forth on the Punchlist are not corrected within the agreed upon timeframe as agreed to in writing by Owner and Contractor, Owner shall have the right to hire an independent contractor to complete the work on Contractor’s behalf and shall have the right to deduct the direct costs of such work, including the cost of any supervision, from the Contractors Contractual Contingency Fund, Final Payment, or bill Contractor for such costs. If an item cannot reasonably be corrected within a fourteen (14) day timeframe, the reasons therefore shall be explained in writing on the Punchlist to Owner’s reasonable satisfaction. The Punchlist shall in no way waive or alter any other rights of Owner under this Contract pertaining to warranties, latent defects, or otherwise.
- 4.2.3.2 When the Owner approves the Work as substantially complete, the Owner shall prepare a Certificate of Substantial Completion to be executed by Contractor and Owner establishing the date of Substantial Completion, and the time within which Contractor shall finish the Punchlist items accompanying the Certificate. See Exhibit J. The Punchlist shall be attached to the Certificate of Substantial Completion. Warranties required by this Contract shall commence on the earlier of: (i) the date that the City of Cape Girardeau City Council accepts warrantied items; or (ii) 30 days after the work or items under warranty are placed in service by Owner, unless otherwise provided in the Certificate of Substantial Completion or in Section 11.1.

4.2.4 Certificate of Substantial Completion

- 4.2.4.1 Promptly following issuance of the Certificate of Substantial Completion, Contractor shall commence and complete all remaining Punchlist items as provided in the Certificate of Substantial Completion.
- 4.2.4.2 Upon completion of the Punchlist, the Contractor shall provide written notice to Owner and request an inspection by the Owner to determine whether the Project is “Commercially Operational.” See Exhibit K. When the Owner determines that all Punchlist items are complete, it shall deem the Project “Commercially Operational.” See Exhibit L. When the Project is Commercially Operational, Owner shall release the Retainage to Contractor as provided in Paragraph 7.3.

4.2.5 Delay Damages

4.2.5.1 Any delay by Contractor in performing its obligations under this Contract which is caused by an event beyond the reasonable control of the Contractor and which could not have been avoided by the Contractor without incurring additional cost through the use of work around plans including alternative sources or other means, constitutes an Excusable Delay. Events may include, but are not restricted to, riots, labor disputes, materials transport, materials fabrication, civil disturbances, actions or inactions of governmental authorities, provided Contractor has followed the provisions and timelines outlined by the authorities, delays in the granting of governmental and utility permits and approvals, provided Contractor has followed the provisions and timelines outlined by the authorities, epidemic, war, embargoes, severe weather, fire, earthquake, acts of God, or defaults by the other party. Excusable Delay shall also include such reasonable time following an event, including the time required to correct any damages and the time when Work cannot be completed due to unsuitable site conditions. Contractor shall give written notice to the Owner within seven (7) business days after the occurrence of the event that causes the Excusable Delay. See Exhibit M. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. Unless Contractor materially complies with the notice requirements set forth above, any delay that would otherwise constitute an Excusable Delay shall be deemed not to be an Excusable Delay. In the event of any such default, delay or failure to perform, any dates or times by which the Contractor otherwise is scheduled to perform shall be extended for a period of time equal in duration to the additional time required because of the excused default, delay or failure to perform and the parties shall increase the Cost of the Work and Guaranteed Maximum Price for any additional Work directly relating to the Excusable Delay as provided herein.

4.2.5.2 Except for Excusable Delays where the Contractor has given timely written notice to the Owner, Contractor shall pay to Owner the amount of \$500 for each day after the date of Substantial Completion it takes Contractor to complete the Work. The maximum delay amount will be no greater than \$15,000. This amount represents a reasonable estimate of the damages to be suffered by Owner as a result of such delay and is not a penalty. Owner may deduct the above amount and withhold the same as liquidated damages from payments due or owing to Contractor. Such liquidated damages shall only relate to delay damages attributable to the acts or omissions of Contractor and its subcontractors, sub-subcontractors and suppliers and shall not affect any other rights, remedies or damages that the Owner may be entitled to at law or in equity for Contractor's default under this Contract. Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

4.3 Project Meetings

4.3.1 Contractor shall schedule and conduct periodic meetings in person or via telephone conference or online meetings as reasonably determined by Contractor that can be attended by the Owner's Representative and appropriate staff/project team, the "Contractor's Representative" (hereinafter defined), relevant subcontractors, relevant material suppliers, and other relevant parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of the Construction Schedule, and may include verification that any Milestones have been met and that payment for achievement of the Milestone(s) is or may be due. Contractor shall prepare and distribute in advance an agenda for each meeting and shall record, transcribe and distribute minutes to all attendees for such meetings.

4.4 Materials and Engineering, etc.

4.4.1 Contractor warrants to Owner that materials and equipment that Contractor furnishes under this Contract are to Contractor's knowledge, information and belief, of good quality and new, except as otherwise expressly required or permitted by this Contract or approved by Owner, that the Work will be free from material defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, shall be considered defective. Cure of such defect shall be by correction or replacement of the Work, at the Contractor's cost. If required by Owner, Contractor shall supply satisfactory evidence as to the kind and quality of materials and equipment.

4.4.2 The Contractor agrees: (i) that all materials incorporated by it during the Work and all materials delivered by it for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, security interests, and conditional sales agreements of third parties (ii) that any monies it shall receive in payment for Work performed under this Contract shall be received in trust and used to discharge its financial obligations with respect to the Work; (iii) that it will not file or cause to be filed any mechanic's lien for materials furnished or to be furnished and/or for labor performed or to be performed unless default shall first have been made by Owner in making a payment under this Contract and ten (10) business days prior written notice of such default shall have been given to Owner; (iv) that if any subcontractor or any materialman or anyone claiming by or through such subcontractor or materialman shall file or cause to be filed any lien, Contractor will upon notice from Owner, cause such lien to be canceled and discharged (by payment, bonding or otherwise) within ten (10) business days from such notice; (v) and in the event of Contractor's failure to observe any of the foregoing, Owner shall have the right to cause such lien to be canceled and the cost thereof, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys fees and disbursements, shall be paid by Contractor or at the option of Owner shall be deducted from any payment then due or thereafter becoming due from Owner to Contractor. Nothing contained in the preceding sentence or otherwise in this Contract shall be deemed to create a relationship between Owner and Contractor other than that of Owner and independent contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to Owner. Upon receipt of evidence of Contractor's default hereunder with respect to its obligations to make payments to its subcontractors and suppliers after Owner has made payment to Contractor with respect to same, Owner reserves the right (but not the obligation) to, after three (3) business days prior written notice, retain any money due Contractor and pay directly for labor, materials, equipment, tools, plant, facilities, services and all other obligations of Contractor and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to Contractor.

4.5 Supervision of the Work

4.5.1 Contractor's Representative: Owner acknowledges and agrees that Philip C. Penzel shall be Contractor's representative for the Project (the "Contractor's Representative"). Prior to the commencement of the Work, Contractor shall provide to Owner the Contractor's address, office and mobile telephone numbers, and other contact information for Contractor's Representative. Any changes to such information shall be provided in advance to Owner. Contractor's Representative (or Contractor's site manager) shall be in attendance at the Project site during the performance of the Work, accessible to the Owner at all times, and shall at all times maintain good discipline and order with its employees, subcontractors, suppliers, materialmen, and laborers. Contractor's Representative shall not be replaced or reassigned to any other project prior to the Substantial Completion Date without Owner's prior written consent. Contractor shall supplement its staff with whatever additional supervisory personnel are reasonably required to assure that the Work shall be finished by the Substantial Completion Date.

4.5.2 Changes to Supervisory Authority: Neither Contractor's Representative nor Owner's Representative shall be changed without five (5) business days' written notice to the other party.

4.6 Compliance with Laws

4.6.1 Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authority as bearing on the performance of the Work. The Contractor shall confirm that any information in the drawings and specifications portion of the Contract Documents provided by Contractor complies with applicable laws, regulations and codes and the Contractor shall immediately notify Owner in writing if said drawings and specifications are observed to be at variance with such laws, ordinances, rules, regulations and lawful orders of any public authority. In the event that a specific requirement of the Contract Documents conflicts with applicable laws, regulations and codes, the Contractor shall furnish Work which complies with such laws, regulations and codes.

4.7 Permits and Licenses

4.7.1 Upon the Owner's approval of the Design Documents, the Contractor shall make application for such permits and licenses as have been identified by Contractor as necessary for the design and/or construction of the Project. Owner and Contractor shall agree on which party has responsibility for obtaining the licenses and permits. See Exhibit N. The responsible party shall work diligently and continuously to obtain same. The cost for all such permits and licenses shall be paid as provided on Exhibit N. In the event all necessary permits and licenses are not obtained within a time to be agreed to by the parties, Owner shall have the right to

terminate this Contract upon written notice to Contractor, whereupon this Contract shall be terminated and the parties released of all further obligations each to the other, except as otherwise expressly set forth herein, and with Owner paying Contractor such prorated fees and other costs which have occurred or accrued up to the date of termination. Immediately upon receipt of valid permits, Contractor shall provide copies to Owner.

4.8 Job Site Safety/Hazardous Materials

- 4.8.1 Job-Site Safety/Control of Work: Contractor shall use best efforts to maintain and protect the Work from damage and the elements and shall protect and take all reasonable precautions to protect Owner, the Project, any third party and the property of any third party from injury or loss during the course of the Work.
- 4.8.2 Contractor shall comply with all applicable rules and regulations of any public authority having jurisdiction for the safety of persons or property. Contractor shall erect and maintain as required by existing conditions and progress of the Work all reasonable safeguards for safety and protection, including posting danger signs, promoting safety regulations and notifying Owner and users of adjacent utilities and properties. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner's Representative.
- 4.8.3 If the severity of the elements makes it impossible to continue operations in a safe manner in spite of all reasonable precautions, Contractor shall cease work and immediately notify Owner. Anything damaged due to Contractor's negligence shall be promptly removed and replaced with new work at Contractor's cost and expense.
- 4.8.4 Contractor shall keep the Project and surrounding area free from accumulation of debris or rubbish. At the completion of the Work, Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery and surplus materials not sold at the request of the Owner from the Project.
- 4.8.5 Disposal of Hazardous Samples/Materials and Contaminated Equipment: All samples and materials produced in the course of Contractor's work pursuant to this Contract containing or potentially containing hazardous materials or constituents are the property and responsibility of Owner and shall be returned to Owner for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall be the property and responsibility of Owner. All such equipment shall be charged and turned over to Owner for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at Owner's direction and expense. The parties acknowledge and agree that Contractor is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. Owner shall accept responsibility for the removal and offsite disposal of any such hazardous materials. This provision does not apply if such hazardous materials, samples, or contaminated equipment is transported to the site by the Contractor or that is a result of the Contractor's negligent or unauthorized actions.
- 4.8.6 Notification of Hazardous Materials: Owner hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Contractor. Owner shall furnish to Contractor all documents and information known to Owner that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.
- 4.8.7 Differing Site Conditions. If the Contractor encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, the Contractor shall promptly provide written notice to the Owner before conditions are further disturbed. Contractor shall not be required to perform any work relating to the condition after providing writing notice to Owner without the written mutual agreement of the parties. The Owner will promptly investigate such conditions and, if the Owner reasonably determines that the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will issue a Change Order adjusting the Contract Sum and/or the Contract Period. If the Owner determines that the conditions at the site are not materially different and that no change in the terms of the Contract is justified, the Owner will notify the Contractor in writing; provided, however, that the Contract Period will be extended

for a period of time equal to the time from when Owner receives Contractor's written notice as provided in this Subsection and to the time Owner makes its determination as provided herein. If Contractor disputes the Owner's determination, it may proceed as provided in Section 12.1.

5. SUBCONTRACTORS

5.1 Definitions. A subcontractor is a person or entity who has a direct contract with the Contractor, to perform a portion of the Work at the Site. A sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 The Contractor has listed the names of subcontractors (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work on Exhibit V. The Owner hereby accepts such list and agrees that it has no objection to any subcontractor stated on such list.

5.2.2 In the event it becomes necessary to replace any subcontractor on Exhibit V or to add additional subcontractors, the Contractor shall propose a subcontractor in writing to Owner. Owner shall have 5 days after receiving such written notice to either accept or reject Contractor's proposal. Failure to reply within the 5 day period shall constitute acceptance by the Owner of the subcontractor(s). The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection.

5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Project Construction Schedule shall be adjusted to the extent of any delay by Owner in objecting to a person or entity proposed by the Contractor and, in this regard, any such Owner delay will also be an Excusable Delay.

5.2.4 The Contractor shall not substitute a person or entity previously selected if the Owner makes reasonable objection to such substitution.

5.2.5 If the proposed but rejected subcontractor was reasonably capable of performing the Work, the Contract Sum may be increased or decreased by the difference, if any, occasioned by such change with an appropriate Change Order to be issued before commencement of work by the subcontractor.

5.3 Subcontractual Relations. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract, and to assume toward the Contractor all the obligations and responsibilities, subject to Section 10.4, including the responsibility for safety of the subcontractor's Work, which the Contractor, by this Contract, assumes toward the Owner and, as applicable, the Owner, by this Contract, assumes toward the Contractor. Each subcontract agreement shall preserve and protect the rights of the Owner and Contractor under this Contract with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. The Owner and Contractor shall require each of their respective subcontractors to enter into similar agreements with sub-subcontractors. The Contractor, shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with this Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

5.4 Contingent Assignment of Subcontracts

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

5.4.1.1 assignment is effective only after termination of this Contract by the Owner for cause pursuant to Section 3.3 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

- 5.4.1.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to this Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- 5.4.2 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

5.5 Owner's Right to Perform Construction and to Award Separate Contracts

- 5.5.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own employees and to award separate contracts in connection with other portions of the Project or other construction or operations on the site, if such portions are not included in the Work to be completed by Contractor. The term "separate contractor" shall mean any contractor retained by the Owner pursuant to this Section. The Contractor shall cooperate with the Owner and separate contractors whose work might interfere with the Contractor's Work. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 12.1.

- 5.5.2 The Contractor shall provide for coordination of the activities of the Owner's own employees and of each separate contractor with the Work of the Contractor. The Owner shall ensure that its own forces and its separate contractors cooperate with the Contractor in such coordination. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules as is necessary for coordination of the Project. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6. CHANGES

- 6.1 Changes to Work by Owner. Owner shall have the right to make changes to the Work, without invalidating this Contract. All such changes shall be performed under the conditions of this Contract, except that no extra work or modification shall be done without prior written authorization from Owner's Representative, and shall not be paid for without a written Change Order from Owner's Representative in accordance with this Section 6 ("Change Order"). A form for the issuance of a Change Order is attached as Exhibit O. In order for the Owner to manage and track Change Orders and their impact on the total cost of the Work, Contractor must provide to the Owner prior to the issuance of a Change Order a cost breakdown for the item of extra work and a reference to the corresponding Milestone for which the work will be done as referenced in the Construction Schedule. Any Change Order which decreases the Work shall inure to the benefit of Owner and the Contract Sum shall be reduced by the actual cost savings to Contractor. If a Change Order increases the cost of the Work then the Contract Sum and Guaranteed Maximum Price shall be increased accordingly. Notwithstanding anything to the contrary in this Contract, if the Owner decides to increase or decrease the Work or otherwise alter the Work by deductions or additions, including without limitation the elimination of any one or more of the items as provided in the Contract, Contractor shall perform the Work as so altered and the Contract Sum and Guaranteed Maximum Price shall be reasonably increased or decreased accordingly. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Construction Schedule. In this regard, on any Change Order which increases the Work, Contractor shall include all direct costs for subcontractors and materials, plus a markup [to be negotiated]. In addition, if the Change Order would reasonably add time to the Project timeline, Contractor shall include all reasonable costs of Contractor for the additional days of field supervision and all ancillary expenses required due to the extended Project timeline.
- 6.2 Change Order Required. Any extension of time for the completion of the Work as a result of a Change Order shall be agreed to by the parties and set forth within such Change Order. If the Work required under a Change Order would reasonably require an extension of time, then a reasonable time extension shall be given as a part of such Change Order. No order, statement or conduct of Owner or its representatives shall be treated as a Change Order, or entitle Contractor to an equitable adjustment in the Contract Sum or extension of the Contract Period, unless pre-approved in writing by Owner or Owner's Representative. Change Orders are intended to be all inclusive and exhaustive as to primary and foreseeable collateral conditions, situations and effect. Unless documented by a Change Order or written authorizations of Owner or Owner's Representative, any claims for additional work (other than Claims of Contractor as otherwise herein provided) performed by Contractor shall be deemed waived. Accordingly, no course of conduct or dealings

between the parties, nor express or implied acceptance of alterations or additions to the Work, shall be the basis of any claim to an increase in any amounts due under this Contract or a change in any time period provided for in this Contract.

- 6.3 Minor Changes. Owner shall have the authority to order (in writing) minor changes in the Work consistent with the intent of this Contract and not involving an adjustment in the Contract Sum or the Construction Schedule, but shall be paid by Owner from its contingency fund. See Exhibit P. In the event Contractor is unable to accommodate the change without initiating a Change Order, then Contractor shall notify Owner's Representative immediately and require direction.

7. METHOD OF PAYMENT

7.1 Invoicing

7.1.1 Throughout the course of this Contract, Contractor shall invoice Owner monthly pursuant to a format agreed to by Owner, including without limitation the requirements set forth in Exhibit Q attached hereto (an "Invoice"). All fees, costs and expenses for the Scoping Phase and Design Phase shall be paid with 30 days after the start of the Construction Phase.

7.1.2 Invoicing will take place in the third week of the month and will be based on progress and completion percentage. Invoices received by the Owner by the 20th of the month will be paid by the 10th of the immediate following month.

7.2 Monthly Progress Payments

7.2.1 Upon satisfactory progress of the Work and receipt by Owner, Owner's Representative and Owner's lender, if any, or its representative, if any, of an approved Invoice as defined in Section 7.1.1 including all supporting documentation described below, Owner will make monthly progress payments on this Contract as set forth in Section 7.2.7, except when in Owner's reasonable opinion it is necessary to withhold an amount to protect Owner from loss due to:

7.2.1.1 defective work of Contractor not remedied;

7.2.1.2 claims or liens filed on the Project as a result of Contractor's acts or omissions;

7.2.1.3 failure of Contractor to make payment promptly to subcontractors or material suppliers for labor, materials or equipment;

7.2.1.4 damage to Owner or another contractor as a result of Contractor's acts or omissions;

7.2.1.5 reasonable evidence that the Work will not be completed in accordance with the Construction Schedule as a result of Contractor's acts or omissions; or

7.2.1.6 a persistent failure by the Contractor to carry out the Work in accordance with this Contract.

7.2.3 Supporting Documentation. In addition to other required items, each Invoice shall be accompanied by the following, all in form and substance reasonably satisfactory to Owner:

7.2.3.1 Documentation that the relevant portion of the Work performed by the Contractor or its subcontractors is complete and has been inspected for compliance with the Contract.

7.2.3.2 A duly executed and acknowledged Contractor's sworn statement (an "Affidavit of Payment"), See Exhibit R, showing all subcontractors with whom Contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Invoice and the amount to be paid to Contractor from such progress payment, together with similar statements from all subcontractors and, where appropriate, from sub-subcontractors and suppliers of materials;

7.2.3.3 When reasonably available, duly executed waivers and releases of mechanics' and materialmen's liens from Contractor and such relevant subcontractors, suppliers or sub-

subcontractors or suppliers who may have or claim to have valid lien rights in accordance with applicable law (and sub-subcontractors and suppliers of materials, to each tier), establishing payment or claim to have or satisfaction of the payment requested by Contractor in the Invoice, which at a minimum, shall comply with the requirements of the law. See **Exhibit S**.

- 7.2.4 Right to Full Compliance. If Owner elects to make any payment without receipt of all required supporting documentation, any such payment shall not be deemed a waiver of Owner's right to demand the required documentation and Owner shall have the right to insist upon full compliance with the requirements hereof as a condition to any and all future payments.
- 7.2.5 Inspection of Work in Place. Upon 24 hours written notice, Owner may from time to time inspect the progress and sufficiency of the Work in place at Contractor's place of business or such other locations where the Work is being manufactured or assembled.
- 7.2.6 Retainage. The Owner may withhold from each payment a sum representing 5% of the payment amount to the Contractor for the Contractor's work to be held as Retainage and payable as provided herein; provided that any such Retainages shall be reduced from said 5% to 2% when 95% or more of Contractor's or any subcontractor's work is complete and both Owner and Contractor are reasonably satisfied with such work, and provided further that no Retainage amounts from any subcontractor shall be withheld by Owner for longer than sixty (60) days following the date in which any such subcontractor's work is fully completed.
- 7.2.7 Timing of Monthly Progress Payments. Contractor shall submit monthly Invoices to Owner for payment of Work achieved for such month, including any Change Order. Owner shall pay the amount due within thirty (30) days after receipt of an original Invoice that complies with Section 7.1 and the satisfaction of all other requirements set forth in Section 7.2. Submission of an Invoice that complies with Section 7.1 and the reasonable satisfaction of all requirements set forth in Section 7.2 are conditions precedent to payment from the Owner to the Contractor. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Invoice and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor or its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default as provided in Section 12.2.

7.3 Final Payment

7.3.1 Timing of Final Payment

- 7.3.1.1 Owner shall make the final payment (the "Final Payment") to the Contractor, including all Retainage, after the final acceptance of the project by the City of Cape Girardeau City Council. The City staff will submit the request for final payment, within thirty (30) days after: 1) the Owner deems the Project Commercially Operational as set forth in Section 4.2.4.2; 2) receipt of a final Invoice that complies with Sections 7.1 and 7.2; and 3) the satisfaction of all other requirements set forth in Section 7.3.4. Each of these three requirements are conditions precedent to Final Payment. Additionally, if there is a dispute as to the amount due, Owner shall pay the undisputed portion of the Final Payment and the parties shall cooperate in good faith to promptly resolve the dispute with respect to the unpaid amount. Owner may set off against any payment due to Contractor under this Contract, or any other agreement between the Owner Indemnified Parties (as hereinafter defined) and Contractor and its affiliates, any amounts that Owner spends or losses Owner incurs as a result of Contractor's uncured default under Section 12.2 of this Contract.
- 7.3.1.2 In the event Contractor does not timely comply with any of the requirements set forth above for the Final Payment, Contractor agrees that Owner shall retain such relevant portion of the Final Payment directly related to the failed material requirement to protect Owner against any lien rights or claims, until such requirements for the Final Payment have been satisfied.
- 7.3.2 The acceptance of the Final Payment by Contractor shall constitute a waiver of all claims by Contractor relating to the Work, but shall in no way relieve Contractor of liability for the obligations assumed under this Contract or for any faulty or defective work or services discovered after the Final Payment. Contractor shall include the terms of this Paragraph 7.3.2 in its agreement with all of its subcontractors and suppliers.

- 7.3.3 Payment by Owner to Contractor of any sums due pursuant to this Contract does not constitute or imply acceptance of any portion of the Work.
- 7.3.4 Prior to Final Payment, and as a condition precedent thereto, Contractor shall furnish Owner with the following:
 - 7.3.4.1 All operating, safety and maintenance manuals;
 - 7.3.4.2 Marked sets of the construction documents reflecting “as built” conditions; including the location of any concealed utilities, mechanical or electrical systems and components;
 - 7.3.4.3 An assignment and/or transfer of all guaranties and warranties from subcontractors, vendors, suppliers and manufacturers;
 - 7.3.4.4 A list of the names, addresses and phone numbers of all subcontractors and other persons providing guaranties or warranties;
 - 7.3.4.5 An Affidavit of Payment and a duly executed Final Payment Certification, Release and Lien Waiver (see **Exhibit T**) from all of Contractor’s subcontractors, suppliers or sub-tier subcontractors or suppliers who may have or claim to have valid lien rights in accordance with the law;
 - 7.3.4.6 All permits, including, but not limited to, municipality controlled inspections, certificates of occupancy, certificates of completion or similar certification, all licenses and permits necessary for use, occupancy or maintenance of the Project; and
 - 7.3.4.7 Certification of any other item or material and any other document reasonably requested by Owner.

7.4 Taxes

- 7.4.1 The rates or prices stated in this Contract, including the Guaranteed Maximum Price proposal have been prepared by Contractor and make no provision for any amounts relating to sales, consumer, use and similar taxes or duties payable with respect to this Contract. Any taxes, duties or other similar amounts eligible shall be paid by Contractor when due, but shall be reimbursed by Owner when invoiced by Contractor, in addition to any amounts due under the Guaranteed Maximum Price and in the Contract Sum pursuant to Section 2.4, with no deductions or penalties to be assessed against amounts otherwise due to Contractor under this Contract. The City will issue a tax exempt certificate for the Contractor covering all such taxes for this Project promptly after the execution of this Contract.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 Indemnity from the Contractor. To the maximum extent permitted by law, Contractor agrees to save, indemnify, and hold harmless Owner and its affiliates, employees, officers, agents, successors and assigns (collectively, the “Owner Indemnified Parties”) from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys’ fees, or demands arising (i) from injuries or death of persons (Contractor’s employees included) or damages to property related to this Contract, the Project or the Work, (ii) directly or indirectly out of an default of Contractor of the obligations herein undertaken, or (iii) directly or indirectly from the negligent performance of, or willful misconduct in performing, the Work by Contractor, including without limitation those arising in whole or in part by reason of any negligent act or omission of Contractor or any of its agents, employees, subcontractors or suppliers related to this Contract, the Project or the Work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Owner Indemnified Parties, and will reimburse Owner Indemnified Parties for any loss, damages, costs and expenses, including reasonable attorneys’ fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Owner Indemnified Parties in responding to all such claims, actions or demands. If requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

- 8.2 Indemnity from the Owner. To the maximum extent permitted by law, Owner agrees to save, indemnify, and hold harmless Contractor and its affiliates, employees, officers, agents, successors and assigns (collectively, the “Contractor

Indemnified Parties”) from and against any and all liability, claims, actions, losses, damages, costs, expenses, including reasonable attorneys’ fees, or demands arising (i) from injuries or death of persons (Owner’s employees included) or damages to property related to this Contract, the Project or related work, (ii) directly or indirectly out of default by Owner of the obligations herein undertaken, or (iii) directly or indirectly from negligent performance of, or willful misconduct in performing, any work performed by the Owner or its agents or contractors (excluding Contractor), including without limitation those arising in whole or in part by reason of any negligent act or omission of Owner or any of its agents, employees, subcontractors or suppliers (excluding Contractor) related to this Contract, the Project or related work, save and except for that portion of any liability, claims, actions, loss, damages, costs, expenses or demands arising as a result of the negligence or willful misconduct of Contractor, and will reimburse Contractor for any loss, damages, costs and expenses, including reasonable attorneys’ fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), incurred by Contractor in responding to all such claims, actions or demands. If requested by Contractor, Owner shall defend any such suits at the sole cost and expense of Owner. Any owner liability shall be subject to the liability limits for political subdivisions set forth in Section 537.610 of the Revised Statutes of Missouri (the “Statutes”), and shall be paid solely from the proceeds of the City’s liability insurance covering that occurrence.

8.3 Intentionally Omitted.

8.4 Limitation of Contractor's Liability. CONTRACTOR'S LIABILITY TO OWNER FOR ANY CLAIM, ACTION, OR DEMAND, ARISING FROM OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF, UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE LIMITS OF INSURANCE COVERAGE WHICH ARE SET FORTH IN SECTION 10.1. THIS LIMITATION OF LIABILITY SHALL NOT APPLY FOR WILLFUL, FRAUDULENT OR GROSSLY NEGLIGENT ACTS OF CONTRACTOR OR ITS AGENTS. THIS LIMITATION OF LIABILITY ESTABLISHES ONLY THE MAXIMUM AMOUNT OF CONTRACTOR'S LIABILITY PER CLAIM, ACTION OR DEMAND, IS NOT AN AGGREGATE LIMIT OF CONTRACTOR'S TOTAL LIABILITY TO OWNER UNDER THIS CONTRACT, AND IS NOT DEPENDENT UPON WHETHER COVERAGE EXISTS IN WHOLE OR IN PART FOR ANY LOSS OR LIABILITY UNDER ANY POLICY.

9. RECORDS

9.1 Retention. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. Contractor shall also keep all documents associated with the Work and the performance of this Contract. Contractor shall preserve these records for a period of three years after Final Payment, or for such longer period as may be required by law. In the event that any portion of the compensation to be paid to Contractor is to be paid on a time and materials basis or a cost reimbursement basis, Owner may audit Contractor’s records to determine whether Contractor has properly invoiced Owner for the Work performed. Access to Contractor’s records relating to the Project shall be as provided in Section 2.4.12.

9.2 Ownership of Intellectual Property. Owner and Contractor each shall be deemed the owner of the design and engineering for the Project and each shall retain all common law, statutory and other reserved rights, including copyrights. Owner and Contractor may each use the design and engineering developed pursuant to this Contract on other projects without the consent of the other. Owner and Contractor shall not divulge or use such technical information, inventions, or confidential information received from the other except as necessary to perform, maintain or repair the Work.

10. INSURANCE AND BONDS

10.1 Contractor agrees at all times during this Contract to maintain in full-force and effect at least the following insurance coverages as provided by Section 537.610 RSMo:

Workers’ Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$2,865,330
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles

Commercial General Liability

Bodily Injury/Property Damage \$2,865,330 each occurrence
\$2,865,330 general aggregate
Combined - Single Limit \$2,865,330 products/completed operations aggregate

Excess/Umbrella Liability

Bodily Injury/Property Damage \$10,000,000 each occurrence and general aggregate

Professional Liability/Errors & Omissions

Insurance

“claims made” coverage \$3,000,000 per occurrence more specifically as follows:
\$2,000,000 for fire
\$1,000,000 for mechanical
\$5,000,000 for architectural
\$1,000,000 for electrical
\$2,000,000 for general contractor

Builder’s Risk

\$12,000,000, or for the full value of the construction contract

10.2 All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Owner. Owner shall be shown as additional insureds on all policies except the Workers’ Compensation policies. The fact that insurance is obtained by Contractor shall not release or diminish the liability of Contractor, including liability under the indemnity provisions of this Contract. Contractor agrees to waive any and all rights of subrogation it may have against Owner by virtue of any claims that may arise as a result of the Work, and Contractor also agrees to obtain a waiver of subrogation in favor of Owner from its insurance carrier(s).

10.3 All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by Contractor to Owner before commencing the Work and provide for not less than 30 days prior notice to Owner of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

10.3.1 The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor’s Indemnification of Owner.

10.3.2 Any liability policy shall also contain a Cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

10.4 Contractor will ensure that each Subcontractor obtains and maintains during the course of the Project insurance coverage which, in the reasonable judgment of Contractor, is sufficient to cover each Subcontractor’s operations on the Project.

10.5 Performance, Payment, Other Bonds

10.5.1 Payment or Performance Bonds. If requested by Owner, Contractor will provide Owner with payment and performance bonds, and such other bonds as Owner may request, in an amount equal to the Contract Sum naming Contractor as Obligor and Owner as Oblige and containing requirements in accordance with the terms of this Contract. Such bonds shall be on a form and with a surety company approved by Owner. The cost of the premium shall be paid by Contractor.

11. WARRANTIES

11.1 Contractor Warranty. Notwithstanding anything to the contrary in this Contract, Contractor warrants that all of the Work shall be done in a first class, workmanlike manner and in accordance with the Contract with new, quality materials and further warrants all work and materials against defects in the material or the workmanship for a period of one (1) year from the date of final acceptance of the City of Cape Girardeau City Council, unless stated otherwise in this Contract (the “Warranty Period”). With respect to the Design Documents and any portion of the Work performed by Licensed Professionals, the Contractor and Licensed Professionals warrant that they shall perform their services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under similar circumstances. The Contractor and Licensed Professionals shall perform their services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Within the Warranty Period, and within a reasonable time after written notice of the discovery of a defect or deviation, Contractor

shall remedy and repair same and any damage to other work resulting therefrom in a manner that does not substantially interfere with Owner's operations. Notwithstanding anything to the contrary in this Contract, the Warranty Period for any and all materials warranties are limited to the terms of the warranty as provided by the manufacturer.

- 11.2 Warranty Deficiencies. Contractor agrees to meet with Owner at least fifteen (15), but not more than thirty (30), days prior to the expiration of one (1) year from the start date of the commencement of the Warranty Period for a warranty inspection of the Work. All warranty deficiencies not caused by Owner shall be noted and the list of deficiencies shall be given to Contractor. Contractor agrees to correct all such deficiencies to which Contractor reasonably accepts and agrees within thirty (30) days after the date of the meeting. If the deficiencies that Contractor accepts and agrees are not timely corrected, Owner may hire an independent contractor to do the work and shall be reimbursed promptly by Contractor for all costs thereof. If any deficiency that Contractor accepts and agrees cannot, with reasonable diligence, be corrected within thirty (30) days, Contractor agrees to set forth in writing a reasonable schedule for completion of the work. If the schedule is not met, Owner may immediately upon notice to Contractor, complete the work and be entitled to prompt reimbursement from Contractor for all costs thereof.
- 11.3 Subcontractor Warranties. Contractor shall cause all of the subcontractors and sub-subcontractors to execute and deliver to Owner upon completion of the Work a written warranty covering all work performed by such subcontractors and sub-subcontractors. Such warranty shall be for at least the same period of time as Contractor's warranty to the Owner and begin at the date of Substantial Completion or the date the warranted item was placed into service, whichever is earlier, unless the warranty is a materials warranty and, in such event, all materials warranties are limited to the terms of the warranty as provided by the manufacturer. All warranties included in or as part of the Project and supplied to Contractor shall be assigned to Owner. Those subcontractors required to supply warranties to Owner include, but are not limited to: electricians, welders, roofers, HVAC suppliers and installers.

12. CLAIMS, DEFAULT AND TERMINATION

12.1 Claims

12.1.1 A claim is a demand or assertion by Contractor seeking, as a matter of right, the payment of money, or an extension of time or other relief with respect to the terms of this Contract (hereinafter "Claim"). Written notice of a Claim for an increase in the Contract Sum or for an extension of time must be given to Owner's Representative by Contractor within twenty (20) calendar days after occurrence of the event giving rise to such Claim. Claims must be made by written notice which shall describe the Claim with reasonable specificity. Failure to give notice in the manner and within the time specified in this paragraph shall constitute a waiver of the Claim by the Contractor. Contractor shall bear the burden and responsibility of substantiating Claims. Pending final resolution of a Claim, unless otherwise agreed to in writing by Owner, Contractor shall proceed diligently with performance of this Contract and Owner shall continue to make payments in accordance with this Contract. Claims not resolved between the parties shall be resolved by litigation as provided in Section 14.

12.2 Default

12.2.1 Default by Contractor. Should the Contractor (a) become insolvent or make an assignment for the benefit of creditors; (b) refuse or fail to supply enough properly skilled workers or proper materials to complete the Project; (c) refuse to diligently prosecute the Work; (d) fail to make payments to subcontractors for material or labor in accordance with the respective agreements between the Contractor and subcontractors through no act or omission of Owner, unless a valid dispute exists between Contractor and a subcontractor over the amounts due to the subcontractor; (e) disregard the law; and/or (f) breach or violate the terms, conditions, provisions or obligations of this Contract, Contractor shall be deemed in Default of this Contract.

12.2.2 Remedies. If Contractor fails within ten (10) days after written notification of Default from Owner to commence and continue satisfactory correction of the Default with diligence and promptness until completion (which may reasonably require greater than said ten (10) days to cure the Default), then Owner, without prejudice, shall in its reasonable discretion have the right to exercise any and all legal and equitable remedies available including but not limited to:

- 12.2.2.1 supply workers, materials, equipment and facilities as Owner deems necessary for the completion of the Work or any part which Contractor has failed to complete or perform, and charge the reasonable cost, including reasonable overhead, profit, attorneys' fees, costs and expenses to Contractor;

- 12.2.2.2 contract with one or more additional contractors to perform such part of the Work as Owner determines will provide the most expeditious completion of the Work, and charge the reasonable cost to Contractor;
 - 12.2.2.3 withhold any payments due or to become due Contractor pending corrective action in amounts reasonably sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Owner; and/or
 - 12.2.2.4 terminate this Contract.
- 12.2.3 Upon termination of this Contract, all Work in progress, including all design and engineering associated with the Work, shall become the property of Owner; provided, however, that this section shall be subject to the provisions of Section 9.2. Contractor shall immediately release all such Work in progress to Owner. Owner may also take possession of the Project site and of all materials and equipment (but specifically excluding all tools, materials, construction equipment and machinery thereon owned by Contractor) and may finish the Work by whatever reasonable method Owner deems expedient. Contractor shall not be entitled to receive further payment until the Work is Substantially Complete. If the unpaid balance of the Contract Sum exceeds the cost of fully completing the Work, such excess shall be paid to Contractor, less ten percent (10%) which shall be retained by Owner. If after Owner exercises commercially acceptable efforts to ensure that the cost will not exceed the Contract Sum, the Contractor shall pay the difference to the Owner within fifteen (15) days of receipt of a written demand for payment from the Owner.

12.3 Termination or Suspension

- 12.3.1 Without Cause. Owner may, without cause, order the Contractor, in writing, to suspend, delay, interrupt or terminate the Work in whole or in part for such period as the Owner may determine. In the event Owner suspends or terminates the Work under this Paragraph, Contractor shall be entitled to recover from the Owner, as its sole remedy, payment for the cost of the Work properly performed in connection with the suspended or terminated portion of the Work and related Contractor's Fee prior to the effective date of suspension or termination and for items properly and timely fabricated or partially fabricated off the Site including finished goods and work in progress of subcontractors and suppliers, delivered and stored in accordance with the Owner's instructions, as well as actual costs for demobilization. The Contractor hereby waives and forfeits all other claims for payment and damages for the uncompleted portion of the Work, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to Contractor for the terminated portion of the Work, (ii) reasonable claims that the Owner has against the Contractor under the Contract, and (iii) the disposition value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.
- 12.3.2 Equipment and Subcontracts. Owner shall also pay Contractor fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by Contractor that Contractor and Owner agree that Owner may retain. To the extent that Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), as provided in Section 5.4, Contractor shall, as a condition of receiving the payments referred to in this Contract, execute and deliver all such papers and take all such steps as Owner may require for the purpose of fully vesting in the Owner the rights and benefits of Contractor under such subcontracts or purchase orders.
- 12.3.3 Intentionally Omitted.
- 12.3.4 Owner Inspections and Right to Stop the Work. Owner's Representative or his/her delegate shall have the right to inspect the Work, whether at the Site or at the Contractor's or a subcontractor's facility, at any time during the course of the Work. Owner may reasonably reject any aspect of the Work which does not conform to the Contract. If Contractor fails to correct defective work or fails to supply materials or equipment in accordance with this Contract, Owner may order Contractor to stop the Work until it is corrected and Contractor shall not be entitled to an extension for time. Owner also has the authority to stop the Work for the purpose of performing special inspections or testing of the Work. Should any work be found faulty as a result of special inspections or tests, Contractor shall repair the Work immediately and pay the fees for said inspections or tests and Owner shall grant an appropriate extension of time to Contractor. Should the Work be satisfactory, Owner will bear such costs and will grant the appropriate extension of time to Contractor.

13. NOTICES

13.1 All notices to be delivered under this Contract shall be in writing, signed by the parties serving same and delivered personally or by registered or certified U.S. Mail postage prepaid, or by reputable private delivery service postage prepaid and providing a receipt to sender. Each such notice shall be deemed delivered upon actual delivery or refusal or forty-eight (48) hours after mailing whichever is earlier to the pertinent address as set forth below.

Notices shall be addressed as follows:

To Owner: City of Cape Girardeau
401 Independence
Cape Girardeau, MO 63701
Attention: Molly Mehner, Deputy City Manager

To Contractor: Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755
Attention: Philip C. Penzel, Chief Executive Officer

14. MISCELLANEOUS PROVISIONS

14.1 This Contract is not assignable by Contractor without the prior written consent of Owner which consent shall not be unreasonably withheld, in its sole and absolute discretion, and Contractor shall not factor or pledge this Contract. Owner may assign this Contract, without the consent of Contractor, to its parent, affiliates, subsidiaries, and the affiliates or subsidiaries of Owner's parent or secured lenders, or to any party who succeeds to the Owner's interest in the Project, provided that the assignee is sufficiently capitalized.

14.2 No right or remedy conferred upon or reserved to a party in this Contract is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.

14.3 In the event of any inconsistencies within or between parts of the Contract, including the Contract Documents, or between the Contract and applicable laws, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirement; either or both in accordance with Owner's reasonable interpretation.

14.4 In the event any provision of this Contract is found to be invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.

14.5 This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The parties irrevocably consent to the jurisdiction of the federal and state courts situated in the state where the Project is located and agree that any lawsuit arising out of or related to this Contract shall be brought only in such courts. The parties hereby waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.

14.6 Owner and Contractor hereby irrevocably waive any right to a trial by jury in any legal proceedings or to have a jury participate in resolving any disputes or claims, whether any such disputes or claims relate to or arise in contract, tort or otherwise, whether in respect to the Contract or any other documents or instruments delivered in connection with the Contract.

14.7 Contractor hereby warrants, and covenants that (i) Contractor does not and will not during the course of the Work discriminate against any employee or applicant for employment based on race, color, sex, national origin, religion, age handicap, or other unlawful basis, and (ii) Contractor and all of its subcontractors, consultants and suppliers are and will be properly licensed and permitted with all governmental authorities having jurisdiction.

14.8 The parties expressly agree that this Contract was jointly drafted, and they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed in a neutral manner.

14.9 Independent Contractors. The relationship of the parties shall be that of independent contractors. Nothing herein shall be construed as to creating a partnership or joint venture between the Owner and the Contractor or creating liability on

the part of one party for any act or omission of the other. Contractor shall have entire charge, control, and supervision of the Work as set forth in this Contract, and Owner shall not in any manner be answerable or accountable for any violation of law, or for any injury or damage occasioned by Contractor's negligence, or of any in its employ, to any person or their properties.

- 14.10 Owner shall have the right to let other contracts in connection with the Work pursuant to the provisions of this Contract to the extent such contracts do not conflict with or include Work to be completed by Contractor, and Contractor shall properly cooperate with any such other contractors in furtherance of the Work; however Contractor shall not be relieved hereunder by any subcontract or similar agreement for the Work which Contractor remains responsible, and provided further that Contractor shall not be responsible for the negligence, willful misconduct, or other acts or omissions of the third parties to which Owner lets other contracts in connection with the Work and shall be indemnified and held harmless therefrom.
- 14.11 Payments due and unpaid to Owner or Contractor under this Contract for a period of thirty (30) days after written demand shall bear interest from the date payment was due at the rate of one percent (1%) per annum in excess of the Prime Rate.
- 14.12 The Owner represents and warrants to Contractor that Owner is financially solvent, able to pay its debts as they mature and is possessed of sufficient capital to perform its obligations hereunder.
- 14.13 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications with regard to the Project. This Contract may be amended or modified only by an instrument in writing signed by a duly authorized representative of both Owner and Contractor. This Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor. Notwithstanding any other provision herein, all subcontracts shall be in writing and shall specifically provide that the Owner is an intended third party beneficiary of such subcontract.
- 14.14 Attorney's Fees. In the event of any controversy arising hereunder or relating to the interpretation or implementation of this Contract or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and attorney's fees (both trial and appellate) incurred in connection therewith.
- 14.15 Severability. The invalidity, in whole or in part, of any provision of this Contract will not affect the validity of any other provision of this Contract.
- 14.16 Captions. The captions contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Contract or the intent of any provision contained in this Contract.
- 14.17 Counterparts. This Contract may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same agreement.
- 14.18 Waiver. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar thereto. Except as otherwise expressly provided herein, no waiver of any right shall be implied by any delay by a party in enforcing or acting under such right. Waivers shall be effective only if specifically set forth in writing signed by the party to be charged with such waiver.
- 14.19 This Contract is binding upon the parties, their heirs, successors and approved assignees.
- 14.20 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF the parties hereto have, by and through their duly authorized officers in that regard, made and executed this Contract as of the date first written above.

SIGNED and DELIVERED

By: _____
Its: _____
Owner

By: _____
Its: _____
Contractor

Date: _____ Date: _____

[End of Signature Page]

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

COMPENSATION FOR SCOPING PHASE SERVICES

EXHIBIT C

OWNER’S APPROVAL OF DESIGN DOCUMENTS

OWNER:. (the “Owner”)

CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)

CONTRACT: Agreement for Professional and Construction Services (the “Contract”)

DATE OF CONTRACT:

CONTRACT NO.:

PROJECT: (the “Project”)

DATE OF DESIGN DOCUMENTS: (the “Design Documents”)

The Contractor hereby verifies that it has submitted a complete set of Design Documents, stamped with the date listed above, for the Owner’s review and approval pursuant to Section 2.2.1 of the Contract. The Contractor represents that to the best of its knowledge, information and belief the Design Documents: (i) are consistent with the Contract Documents, (ii) comply with applicable industry and professional practice standards, and (iii) comply with applicable laws, ordinances, codes, rules and regulations governing the design of the Project; and acknowledges (b) that the Owner and their consultants shall be entitled to rely upon the accuracy of the representations contained herein.

The Owner, by signing below, hereby verify that they have reviewed and approved the Design Documents submitted by the Contractor pursuant to Section 2.2.1 of the Contract and that the Design Documents comport with the Owner’s Program, the intended scope of Work, and the parameters of the Project. By executing this approval, the Owner is *not* verifying that the Design Documents comply with the Contract Documents, industry and professional practice standards or applicable laws, ordinances, codes rules and regulations governing the Project.

CONTRACTOR:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

OWNER:

PRINT NAME: _____
PRINT TITLE: _____

Date: _____

EXHIBIT D

COMPENSATION FOR DESIGN PHASE SERVICES

EXHIBIT F
DAILY LOG

EXHIBIT H

CONSTRUCTION SCHEDULE

EXHIBIT I

CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: **City of Cape Girardeau** **(the “Owner”)**
CONTRACTOR: **Penzel Construction Company, Inc.** **(the “Contractor”)**
CONTRACT: **Agreement for Professional and Construction Services (the “Contract”)**
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: **(the “Project”)**

Dear _____:

Pursuant to Section 4.2.3.1 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Work of the Contract is Substantially Complete as provided in Section 4.2.2 of the Contract, and requests the Owner’s Representative to meet Contractor at the Site, inspect the Work and review test results, if any, and develop a Punchlist.

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)

The Contractor hereby affirms that to the best of the Contractor’s knowledge, information and belief, the Work performed under the Contract is substantially complete. Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents and verified by both Owner and Contractor, in order that the Owner can occupy or utilize the Project for its intended use. The date of Substantial Completion of the Project is the date of issuance established by this Certificate.

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that it is substantially complete in accordance with the Contract Documents such that the Owner can occupy or utilize the Project for its intended use. By executing this certificate, the Owner is *not* accepting the Work. The Owner has not inspected or tested the Work and the Owner makes no decisions or representations herein that the Work has been performed in a good or workmanlike manner or in accordance with the Contract Documents.

DATE OF SUBSTANTIAL COMPLETION: _____

DATE BY WHICH PUNCHLIST (ATTACHED) SHALL BE COMPLETED: _____

CONTRACTOR:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

_____ Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT K

CONTRACTOR’S NOTICE OF COMPLETION OF PUNCHLIST

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the “Owner”)
CONTRACTOR: Penzel Construction Company, Inc. (the “Contractor”)
CONTRACT: Agreement for Professional and Construction Services (the “Contract”)
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the “Project”)

Dear _____:

Pursuant to Section 4.2.4.2 of the Contract, Contractor hereby notifies Owner that to the best of Contractor’s knowledge, information and belief, the Punchlist has been completed, and requests that the Owner determine the Project to be “Commercially Operational.”

Sincerely,

OWNER’S REPRESENTATIVE

RECEIVED:

CONTRACTOR

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT L

CERTIFICATE OF COMMERCIAL OPERATIONS

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

The Owner hereby affirms that it has inspected the Work performed under the Contract and agrees that the Punchlist dated _____ is complete in accordance with the Contract Documents. The Owner declares the Project to be Commercially Operational. The issuance of this Certificate shall not relieve the Contractor of liability for obligations under the Contract or for any faulty or defective work or services discovered after the issuance of this Certificate or the making of Final Payment as provided in the Contract.

DATE: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT M

NOTICE OF EXCUSABLE DELAY

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.2.5.1 of the Contract, the Contractor hereby provides notice of excusable delay as follows:

- (a) Event/circumstances causing delay:
- (b) Date of occurrence of event/circumstances:
- (c) Portion of work affected by delay:
- (d) Estimated period of delay: _____

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT N

PERMITS AND LICENSES

Date: _____

Penzel Construction Company, Inc.
325 W. Jackson Blvd.
PO Box 330
Jackson, MO 63755

OWNER: City of Cape Girardeau (the "Owner")
CONTRACTOR: Penzel Construction Company, Inc. (the "Contractor")
CONTRACT: Agreement for Professional and Construction Services (the "Contract")
DATE OF CONTRACT:
CONTRACT NO.:
PROJECT: (the "Project")

Pursuant to Section 4.7.1 of the Contract, the Contractor shall obtain the following licenses and permits necessary for designing and/or constructing the Project and shall include the cost of same in invoicing as a Cost of the Work:

Owner shall obtain the following licenses and permits for the Project at its own expense:

CONTRACTOR:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

OWNER:

Date: _____

PRINT NAME: _____

PRINT TITLE: _____

EXHIBIT O

CHANGE ORDER FORM

CHANGE ORDER # _____

Project No: _____ Agreement No: _____ Agreement Date: _____

CONTRACTOR: _____

TRADES AFFECTED: _____

The following **CHANGES** are hereby made to the Contract (attach separate explanation sheet if necessary):

JUSTIFICATION for Change to Contract:

CHANGE TO CONTRACT PRICE (Attach Detailed Calculation Sheets)

Original Contract Sum:	\$ _____
Current Contract Sum (as adjusted by previous change orders):	\$ _____
Increase or Decrease in Contract Sum by this Change Order:	\$ _____
New Contract Sum due to this Change Order:	\$ _____

CHANGE TO CONTRACT PERIOD (Attach Revised Schedule): _____

Increase or Decrease in Contract Period (calendar days): _____
New Substantial Completion Date will be: _____

APPROVALS REQUIRED - To be effective, this Change Order must be approved by the OWNER and CONTRACTOR.

Accepted by: _____ Dated: _____
(FIELD)

Accepted by: _____ Dated: _____
(Owner Project Manager)

Accepted by: _____ Dated: _____
(City Manager)

Accepted by: _____ Dated: _____
(CONTRACTOR)

EXHIBIT Q

INVOICING SCHEDULE

EXHIBIT S

Partial Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$ _____, the undersigned hereby acknowledges receipt and payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project as stated on Invoice No. _____

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract, for all Invoice Numbers stated above. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid under the Invoices stated above and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from such sum.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____

Print Name: _____

Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT T

Final Payment Certification, Release and Lien Waiver

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

CONTRACT NO: _____

In consideration of the sum of \$ _____, the undersigned hereby acknowledges receipt and final payment in full for all labor, services, and materials furnished or supplied relating to the design, construction, addition, or development of the work and improvements concerning the above-referenced Project.

The undersigned hereby expressly waives, releases, and discharges the above-referenced Project, the Owner thereof, the interim lender, and the permanent lender, of and from any and all claims, liens, expenses and rights to any such claim or lien which the undersigned has or may ever have for labor, services, materials or otherwise, furnished by or through the undersigned in connection with the above-referenced Project and/or pursuant to the above-referenced Contract. The undersigned further represents, as a material inducement to the payment described above, that subcontractors and suppliers of the undersigned have been fully paid to date and that all amounts due or to become due for labor, equipment or materials furnished by subcontractors and supplier of the undersigned shall be paid from the final payment referenced herein.

In the event the undersigned does not receive actual payment for the labor, materials, or services which is the subject hereof, the signing of this certification, release and waiver shall not constitute a release or waiver of any claim or lien rights for said labor, materials, or services.

Date: _____

_____ [Name of Contractor] _____

By: _____

Print Name: _____

Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me, _____, Notary Public, this ____ day of _____, 20__, by _____ [signatory], who is personally known to me. _____ [signatory] voluntarily acknowledged this instrument as _____ of _____, on behalf of the _____ [corporation, limited liability company, etc.].

Notary Public

Registration Number: _____

My commission expires: _____

Notary Seal (sharp, legible, photographically reproducible)

EXHIBIT U

Cost of Construction

EXHIBIT V

Subcontractor List

August 30, 2019
Request for Proposals
Design-Build City Hall

The City of Cape Girardeau, MO is soliciting proposals from interested entities to enter into a Design-Build Contract with Guaranteed Maximum Price to design and construct an addition and renovation for the City Hall and site.

Summary:

The City of Cape Girardeau encompasses approximately 29.8 square miles and serves a population of approximately 37,943. The City operates under a city manager form of government.

The City intends to locate City Hall at a City-owned building located at 44 N. Lorimier St. The Common Pleas Courthouse was constructed in 1854 and housed City Hall functions until it moved to the current location. The Annex was constructed as a Carnegie Library in the early 1920s, with an addition constructed on the north side of the building in 1959. The historic courthouse was listed on the National Register of Historic Places in 2010.

The Common Pleas and Annex will require renovation and an addition will be necessary to accommodate all of the functions of City Hall. Per a space needs analysis completed by Chiodini Architects, the Common Pleas Courthouse is 9,600 sf; the Annex is 6,920 sf; and an addition of 10,670 sf will result in a total of 27,190 sf of space. The site is approximately 4.5 acres.

The budget for this project is \$12,000,000 million, including all design and construction fees.

City Hall Overview

The Cape Girardeau City Hall includes several departments including the City Manager’s office, Citizen Services Department, Development Services Department, Legal, Human Resources and Finance. Approximately 70 employees work in City Hall. City Council meetings are held in City Hall, as well as several Citizen Advisory Boards and Commissions. City Council includes a mayor and six council members, and meets twice a month. The Advisory Boards and Commissions have up to 9 members, each with a monthly meeting. The new City Hall facility should address ADA requirements as well as provide more security for employees and the public we serve.

RFP Submittal Overview & Project Scope:

The proposal should include:

1. Project team/entity name, key contact, including sub-consultants and sub-contractors, and the titles and roles each will play in the process;
2. Documented experience as the project lead on at least 3 previous city hall projects of similar size
3. Documented experience as a design-build team on at least 3 previous projects of similar size and/or scope;
4. Demonstration of understanding of the Space Needs Program document completed by Chiodini Architects and of the existing site and floor plans;
5. Describe the project approach to managing design-build projects, including the services provided during design, pre-construction, construction, and commissioning and close-out of the project;
6. Analysis of proposed budget, whether it is sufficient for the project, and provide cost-savings suggestions;

7. Provide a proposed schedule with key dates and deadlines, including durations of tasks and anticipated deadlines for design development, construction documents, construction, as-built documents and operations & maintenance.

Available Documents:

A CD of PDFs of the Space Needs Study, conceptual floor plans, asbestos reports, lead based paint xrf surveys, subsurface explorations and foundation recommendations report, and structural engineering report of the existing building at 44 N. Lorimier St. is available for registered bidders for a non-refundable deposit of \$30 at City Hall/Development Services, 401 Independence, Cape Girardeau, MO 63703; 573-339-6327.

Schedule

Proposals due by 4 p.m.	October 1, 2019
Firms short listed and notified by	October 8, 2019
Interviews week of	October 21, 2019
Firm Selected	October 28, 2019
Recommendation to City Council	November 4, 2019

Questions concerning this RFP must be submitted in writing to Kelly Green, City Engineer, no later than Tuesday, September 24, 2019. **Direct contact with other staff, elected or appointed officials or selection committee members concerning this RFP at any time is strictly prohibited.**

Mail: Kelly Green, PE
Development Services
401 Independence
Cape Girardeau, MO 63703

Fax: 573-339-6303

Email: klgreen@cityofcape.org

Submittals will be received until Tuesday, October 1, 2019 at 4 p.m. A total of six copies of the RFP must be submitted. **Mark the outside of the envelope with the project name: Request for Proposals for City Hall.** Late submissions will not be accepted and shall be returned unopened. The City reserves the right to reject any or all submissions, or any part thereof. Please submit Proposals to:

KELLY GREEN, PE
DEVELOPMENT SERVICES
401 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63703

Selection Process:

The City will appoint a Selection Committee to evaluate each submission according to the selection criteria listed in the following section. The top three (3) ranked applicants will be invited to make a presentation of their detailed proposal, qualifications and expertise. The Selection Committee will score the short listed firms. The highest ranking firm will be asked to enter into final negotiations for a Design Build Contract with the City for the purposes of contract award and City Council approval.

If a Design Build Contract cannot be successfully negotiated with the highest ranked firm, negotiations will be terminated with that firm and negotiations will begin with the second highest ranked firm and so on until an agreement can be reached.

Selection Criteria:

Description/Background information	10
Previous Experience	40
Key Personnel	20
Subconsultants	10
Description of Design Approach	10
Demonstration of Project Understanding	10
<hr/>	<hr/>
Total Available Points	100 points

Staff: Kelly Green P.E., City
Engineer
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-254

SUBJECT

Ordinance amending Section 26-246 of the City Code, regarding parking near crosswalks, in the City of Cape Girardeau, Missouri. First Reading.

EXECUTIVE SUMMARY

An Ordinance to amend Section 26-26-246 (a) (2) (c) of the City Code, by repealing the words "at an intersection".

BACKGROUND/DISCUSSION

City Staff met with the Police Department regarding parking near crosswalks. Section 26-246 (a)(2)(c) established prohibition of parking a vehicle within twenty (20) feet of a crosswalk at an intersection. There are mid-block crossings within the City of Cape Girardeau. When vehicles are parked too close to any crosswalk, it is difficult for pedestrians to see around the parked vehicle. The attached ordinance removes the verbiage, "at an intersection."

FINANCIAL IMPACT

The changing of the traffic schedule will require no direct funding.

STAFF RECOMMENDATION

Staff recommends the City Council amend Section 26-246 of the City Code as it relates to parking near crosswalks.

ATTACHMENTS:

Name:	Description:
Amending_Ch_26_Regarding_parking_near_crosswalks.docx	Ordinance

AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE
OF ORDINANCES OF THE CITY OF CAPE GIRARDEAU,
MISSOURI, REGARDING PARKING NEAR CROSSWALKS

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

ARTICLE 1. Paragraph (a)(2) of Section 26-246, entitled
"Prohibited Generally", of Article VI of Chapter 26 of the City
Code, reading as follows:

Sec. 26-246. - Prohibited Generally.

(a)...

(2) Stand or park a vehicle, whether occupied or not, except
momentarily to pick up or discharge passengers:

- a. In front of a public or private driveway.
- b. Within fifteen (15) feet of a fire hydrant.
- c. Within twenty (20) feet of a crosswalk at an
intersection.
- d. Within seventy-five (75) feet of the approach to any
intersection controlled by an electronic traffic
control device.
- e. Within twenty (20) feet of the driveway entrance to
any fire station and on the side of a street opposite
the entrance to any fire station within seventy-five
(75) feet of such entrance (when properly signposted).
- f. Within thirty (30) feet of the approach to a stop
sign.
- g. At any place where official signs prohibit parking.

is hereby repealed in its entirety and a new Paragraph (a)(2) of
Section 26-246, entitled "Prohibited Generally", is hereby
enacted in lieu thereof, in words and figures, to read as
follows, to-wit:

Sec. 26-246. - Prohibited Generally.

(a)...

(2) Stand or park a vehicle, whether occupied or not, except
momentarily to pick up or discharge passengers:

- a. In front of a public or private driveway.
- b. Within fifteen (15) feet of a fire hydrant.

- c. Within twenty (20) feet of a crosswalk.
- d. Within seventy-five (75) feet of the approach to any intersection controlled by an electronic traffic control device.
- e. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of such entrance (when properly signposted).
- f. Within thirty (30) feet of the approach to a stop sign.
- g. At any place where official signs prohibit parking.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Gayle L. Conrad, City Clerk

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-255

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. Keith Sander has expressed interest in reappointment.

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

STAFF RECOMMENDATION

It is recommended that two appointments be made to the Golf Course Advisory Board for terms expiring November 12, 2022.

BOARD OR COMMISSION RECOMMENDATION

The Golf Course Advisory Board recommends reappointing Nate Saverino and Keith Sander for terms expiring November 12, 2022.

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.10-15-19.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

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1st	2nd	3rd	appt'd	termi- nated	
4th Thursday	28	28	28	25	27	27	27	22	24	24	26	26	1st	2nd	3rd	letter	letter	letter
Grim, Jerry	N	O	N	P	N	P	N	P	N	N	N	N					10/15/12	
House, Ken	X	A	N	P	P	P	P	A									09/18/17	
Matthews, Mark	X	A	M	P	A	P	M	P	M								12/03/18	
Sander, Keith	X	A	M	P	P	P	M	P	M								11/17/14	
Saverino, Nate	X	A	M	P	P	P	M	P	M				10/09/18	#####			09/18/17	
Schulz, Joshua J	X	A	M	A	P	P	M	A	M				10/09/18	#####			08/03/15	
Weiker, Callie	X	A	M	A	P	P	M	A	M								5/4/2015	#####
Wittenborn, Brad	X	A	M	P	P	P	M	A	M								#####	
Wren, Gary	X	A	M	P	P	P	M	A	M								09/18/17	

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	1st	2nd	3rd	appt'd	termi- nated	
4th Thursday	22	22	22	26	28	28	28	23	25	25	13	13	1st	2nd	3rd	letter	letter	letter
Grim, Jerry	P	A	N	P	N	P	N	P	N	P	N	N					10/15/12	
House, Ken	P	A	N	P	N	P	N	A									09/18/17	
Matthews, Mark				Appointed 12/3/18													12/03/18	
Moore, Mark	P	P	M	P	A	A	M	P	M								03/006/17	10/25/18
Sander, Keith	P	P	M	P	P	P	M	P	M								11/17/14	
Saverino, Nate	P	A	M	P	A	A	M	A	M				10/09/18				09/18/17	
Schulz, Joshua J	P	P	M	P	A	A	M	A	M				10/09/18				08/03/15	
Talley, Kent	P	P	M	P	P	P	M	P	M								09/18/17	09/05/18
Weiker, Callie	A	P	M	A	I	P	M	P	M								5/4/2015	
Wittenborn, Brad				Appointed 12/18													#####	
Wren, Gary	P	P	M	P	P	P	M	P	M								09/18/17	

Staff: Gayle L. Conrad,
CMC/MRCC, Director of
Agenda: Citizen Services/City Clerk
11/4/2019

AGENDA REPORT
Cape Girardeau City Council

19-256

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.

STAFF RECOMMENDATION

It is recommended that two appointments are made to the Planning and Zoning Commission for terms expiring November 1, 2023.

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

	<u>Date Appointed</u>	<u>Date Reappointed</u>	<u>Term Expires</u>
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.

CITY OF CAPE GIRARDEAU, MISSOURI
Roster of Advisory Boards and Committees
September 3, 2019

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