



CITY OF CAPE GIRARDEAU, MISSOURI

City Council Agenda

Bob Fox, Mayor
Dan Presson, Ward 1
Shelly Moore, Ward 2
Victor R. Gunn, 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

March 18, 2019
5:00 PM

Invocation

Pastor Byron Bonner of True Vine Ministries in Cape Girardeau.

Pledge of Allegiance

Study Session

No action will be taken during the study session

Communications/Reports

- City Council
- Staff

Items for Discussion

- Planning and Zoning Commission Report

- 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

Appearances regarding Items Listed on the Agenda

Individuals who wish to make comments regarding items listed on the agenda must first be recognized by the Mayor or Mayor Pro Tem. Each speaker is allowed 5 minutes and must stand at the public microphone and state his/her name and address for the record. The timer will buzz at the end of the speaker's time.

Consent Agenda

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

1. Approval of the March 4, 2019, City Council regular session and closed session minutes.
2. BILL NO. 19-41, an Ordinance approving the Record Plat of The Highlands at Hopper Crossing - Phase 1. Second and Third Readings.
3. BILL NO. 19-46, 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.
4. BILL NO. 19-47, a Resolution authorizing the City Manager to execute an agreement with Nip Kelley Equipment Company, Inc., for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. Reading and Passage.
5. BILL NO. 19-48, a Resolution authorizing the City Manager to execute an application to the Federal Emergency Management Agency and the Department of Homeland Security, for the 2019 Staffing for Adequate Fire and Emergency Response Grant, and to execute all necessary grant documents. Reading and Passage.
6. Approval of the transfer of ownership of the special use permit for 3020 Boutin Drive from Mark Rademaker to Crooked Creek Real Estate, LLC.
7. Acceptance of public improvements to serve The Lochs at Dalhousie Phase V.

Items Removed from Consent Agenda

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.

- Specifically, the City Council will hold a closed session to discuss legal actions and litigation, confidential communications with legal counsel, and property transactions, pursuant to RSMo. Sections 610.021(1), and (2).

Advisory Board Minutes

- Advisory Board Minutes

Staff: Bruce Taylor, Deputy City Clerk
Agenda: 3/18/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Approval of the March 4, 2019, City Council regular session and closed session minutes.

ATTACHMENTS:

Name:

Description:

 [2019.03.04_RegularsessionMinutes.pdf](#)

Minutes 2019-03-04 regular session

 [2019.03.04_ClosedSessionMinutes.pdf](#)

Minutes 2019-03-04 closed session

REGULAR SESSION – March 4, 2019**CALL TO ORDER**

The Cape Girardeau City Council convened in regular session on Monday, March 4, 2019, at 6:00 p.m., with Mayor Bob Fox presiding and Council Members Ryan Essex, Robbie Guard, Victor Gunn, Stacy Kinder, and Dan Presson present. Shelly Moore was absent.

ADOPTION OF THE AGENDA

A Motion was made by Victor Gunn, Seconded by Stacy Kinder to approve and adopt the Agenda.

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

APPEARANCES

None.

CONSENT AGENDA

Approval of the February 18, 2019, City Council regular session minutes.

BILL NO. 19-30, an Ordinance authorizing the City Manager to execute an Agreement with the Missouri Highways and Transportation Commission for Traffic Signal Repairs at William Street and South West End Boulevard, in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-31, an Ordinance authorizing the City Manager to execute an Agreement with the Missouri Highways and Transportation Commission for repair of South Sprigg Street , in the City of Cape Girardeau, Missouri. Second and Third Readings.

BILL NO. 19-33, an Ordinance amending Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Signs. Second and Third Readings.

BILL NO. 19-34, an Ordinance amending Chapter 25 of the Code of Ordinances of the City of Cape Girardeau, Missouri, regarding Driveway Spacing Requirements. Second and Third Readings.

BILL NO. 19-35, a Resolution authorizing the City Manager to execute a Performance Guarantee Agreement with SEMO Development, LLC, for The Highlands at Hopper Crossing - Phase 1, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-36, a Resolution authorizing the City Manager to execute a Subordination of Deed Restriction with First Missouri State Bank of Cape County, for property at 2436 Masters Drive, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-37, a Resolution authorizing the City Manager to execute a License and Indemnity Agreement with Old Town Cape, Inc., for installation of decorative flower pots on City-owned light poles along Spanish Street, in the City of Cape Girardeau, Missouri. Reading and Passage.

Regular**March 4, 2019****KK-222**

BILL NO. 19-38, a Resolution authorizing the City Manager to execute an Agreement with KLG Engineering, LLC, for municipal engineering services, in the City of Cape Girardeau, Missouri. Reading and Passage.

BILL NO. 19-39, a Resolution authorizing the City Manager to execute an agreement with Boulder Construction, LLC, for Masonry for the Capaha Park Comfort Station. Reading and Passage.

BILL NO. 19-42, a Resolution authorizing a grant application to MODOT for Hazardous Moving Violation Enforcement, and authorizing the city manager to execute all necessary grant documents. Reading and Passage.

Bill No 19-43. a Resolution authorizing a grant application to MoDOT for DWI enforcement, and authorizing the city manager to execute all necessary grant documents. Reading and passage.

BILL NO. 19-44 a Resolution authorizing a grant application to MODOT for Seatbelt/Child Restraint Enforcement and authorizing the city manager to execute all necessary grant documents. Reading and Passage.

BILL NO. 19-45, a Resolution adopting the 2019-2024 Capital Improvements Program, in the City of Cape Girardeau, Missouri. Reading and Passage.

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

Robbie Guard abstained from Bill No. 19-39 for financial reasons, due to his employment with MRV Banks.

Bill No. 19-30 will be Ordinance No. 5163; Bill No. 19-31 will be Ordinance No. 5164; Bill No. 19-33 will be Ordinance No. 5165; Bill No. 19-34 will be Ordinance No. 5166; Bill No. 19-35 will be Resolution No. 3240; Bill No. 19-36 will be Resolution No. 3241; Bill No. 19-37 will be Resolution No. 3242; Bill No. 19-38 will be Resolution No. 3243; Bill No. 19-39 will be Resolution No. 3244; Bill No. 19-42 will be Resolution No. 3245; Bill No. 19-43 will be Resolution No. 3246; Bill No. 19-44 will be Resolution No. 3247; Bill No. 19-45 will be Resolution No. 3248.

NEW ORDINANCES

BILL NO. 19-41, an Ordinance approving the Record Plat of The Highlands at Hopper Crossing - Phase 1. First Reading.

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

BILL NO. 19-40, an Ordinance amending Schedule F of Section 26-247 of the City Code, by establishing no parking anytime along a portion of Forest Avenue, in the City of Cape Girardeau, Missouri. First Reading.

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

BILL NO. 19-46, an Ordinance authorizing the City Manager to execute an Air Traffic Control Tower Operating Assistance Grant Agreement for the Fiscal Year 2019-2020, with the Missouri Highways and Transportation Commission, for the Cape Girardeau Regional Airport. First Reading.

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

APPOINTMENTS

Appointment to the Airport Advisory Board

Appointment to the Board of Adjustment

Appointments to the Town Plaza Community Improvement District Board of Directors

A Motion was made by Bob Fox, Seconded by Robbie Guard to appoint Justin Davidson to the Airport Advisory Board for a partial term expiring April 30, 2019; to appoint Tim Kelley to the Board of Adjustment for a term expiring March 6, 2024; and to delay the appointments to the Town Plaza Community Improvement District Board of Directors and request City staff to contact the Board about repair of large potholes within the District.

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

MEETING ADJOURNMENT

A Motion was made by Bob Fox, Seconded by Robbie Guard to adjourn from regular session and to convene to closed session for legal actions and litigation, confidential communications with legal counsel, and personnel matters, pursuant to RSMo. Sections 610.021(1), and (3).
Motion passed. 6-0. Ayes: Essex, Fox, Guard, Gunn, Kinder, Presson. Absent: Moore.

The Regular Session ended at 6:03 p.m.

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk



Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-056

SUBJECT

An Ordinance approving the Record Plat of The Highlands at Hopper Crossing - Phase 1.

EXECUTIVE SUMMARY

The attached ordinance approves a record plat for Phase 1 of The Highlands at Hopper Crossing subdivision.

BACKGROUND/DISCUSSION

A record plat has been submitted for The Highlands at Hopper Crossing – Phase 1, located on Hopper Road. The subdivision is zoned R-1 (Single-Family Suburban Residential). The plat consists of twenty-one (21) lots which includes Lot A, a common ground lot where the stormwater detention pond will be located. The plat also dedicates right-of-way for one street (Lochinvar Lane). An existing drainage easement is proposed to be released by the City as part of the plat.

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 10, 2018 meeting, recommended approval of the record plat with a vote of 9 in favor, 0 in opposition, and 0 abstaining.

ATTACHMENTS:

Name:	Description:
Record Plat Highlands at Hopper Crossing - Phase 1.doc	Ordinance
Staff Review-Referral-Action Form.pdf	The Highlands at Hopper Crossing - Phase 1 - Staff RRA Form
Map - Highlands at Hopper Crossing Phase 1.pdf	The Highlands at Hopper Crossing - Phase 1 - Map
Application - Highlands at Hopper Crossing - Phase 1 Record Plat.pdf	The Highlands at Hopper Crossing - Phase 1 - Application
36878 Highlands at Hopper Crossing-FinalPlat-10-09-2018.pdf	The Highlands at Hopper Crossing - Phase 1 - Record Plat

BILL NO. 19-41

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RECORD PLAT OF
THE HIGHLANDS AT HOPPER CROSSING - PHASE 1

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

ARTICLE 1. The record plat of The Highlands at Hopper Crossing - Phase 1, being that part of Lot 3A and all of 3B of Crossing at Hopper Road as recorded in Document No. 2018-01459 of the County Land Records, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City and County of Cape Girardeau, State of Missouri, submitted by SEMO Development, LLC, bearing the certification of Christopher L. Koehler, a Registered Land Surveyor, dated the 12th day of October, 2018, 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:

Bruce Taylor, Deputy City Clerk

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

FILE: **The Highlands at Hopper Crossing – Phase 1**

LOCATION: Hopper Road

STAFF REVIEW & COMMENTS:

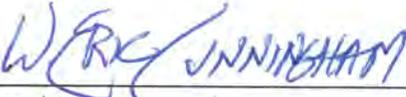
A record plat has been submitted to create a new twenty-one (21) lot subdivision along Hopper Road. SEE STAFF REPORT FOR MORE DETAILS.



 City Planner

9/24/18

 Date

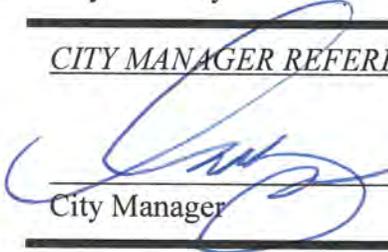


 City Attorney

SEPT. 26, 2018

 Date

CITY MANAGER REFERRAL TO THE PLANNING AND ZONING COMMISSION:



 City Manager

Sept 26, 2018

 Date

Planning & Zoning Commission

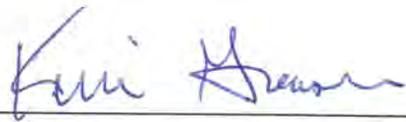
RECOMMENDED ACTION:

	Favor	Oppose	Abstain		Favor	Oppose	Abstain
Trae Bertrand	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scott McClanahan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 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"/>	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: 9 Favor 0 Oppose 0 Abstain

COMMENTS:

CITIZENS COMMENTING AT MEETING:



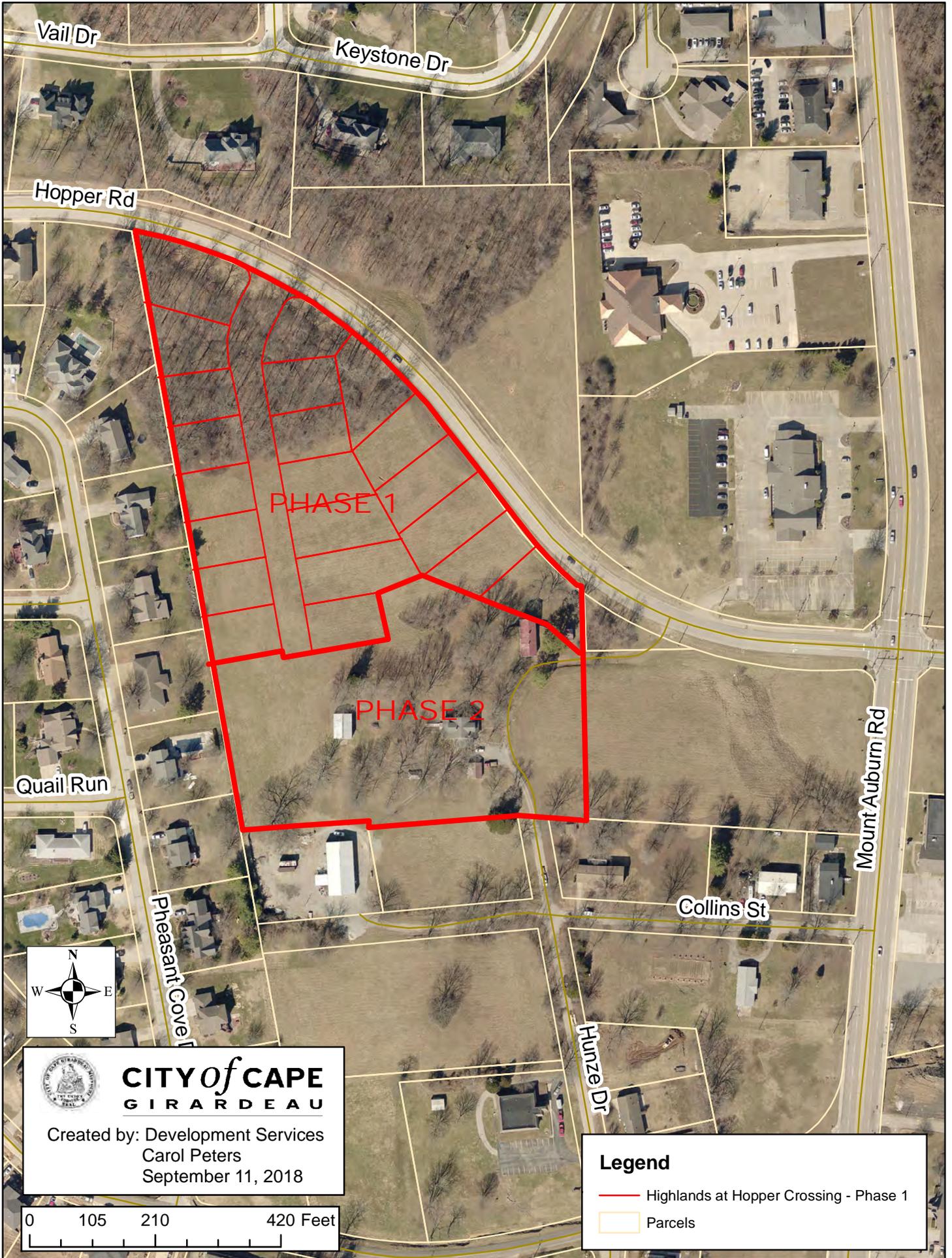
 Kevin Greaser
 Planning & Zoning Commission Secretary

City Council Action

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

ORDINANCE # _____ Effective Date: _____

Highlands at Hopper Crossing - Phase 1 Record Plat





SUBDIVISION PLAT APPLICATION
CITY of CAPE GIRARDEAU

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

Name of Subdivision The Highlands at Hopper Crossing - Phase 1		Type of Plat: Preliminary, Record, or Boundary Adjustment Record	
Applicant SEMO Development LLC		Property Owner of Record (if other than Applicant)	
Mailing Address 2480 Benton Hill Rd	City, State, Zip Cape Girardeau Mo 63701	Mailing Address	City, State, Zip
Telephone 573-204-1000	Email mkpetersenterprises@gmail.com	Telephone	Email
Contact Person (If Applicant is a Business or Organization) Mike Peters		<i>(Attach additional owners information, if necessary)</i>	
Professional Engineer/Surveyor (if other than Applicant) Chris Koehler		Developer (if other than Applicant)	
Mailing Address 194 Coker Ln	City, State, Zip Cape Girardeau Mo 63701	Mailing Address	City, State, Zip
Telephone 573-651-6464	Email ckoehler@koehlerengineering.com	Telephone	Email

ADDITIONAL ITEMS REQUIRED

See Instructions for more information.

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

- ✓ Review Fee (payable to City of Cape Girardeau)
 - Single-Family or Two-Family Residential: \$20.00 per lot (\$100.00 minimum)
 - Multi-Family Residential: \$20.00 per dwelling unit (\$100.00 minimum)
 - Non-Residential : \$20.00 per acre (\$100.00 minimum)

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

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

(The City reserves the right to issue a partial refund or collect an additional fee if the actual recording cost differs from the deposit amount)

- ✓ Two (2) full size prints of the plat
- ✓ Digital file of the plat in .pdf format (can be emailed)

CERTIFICATION

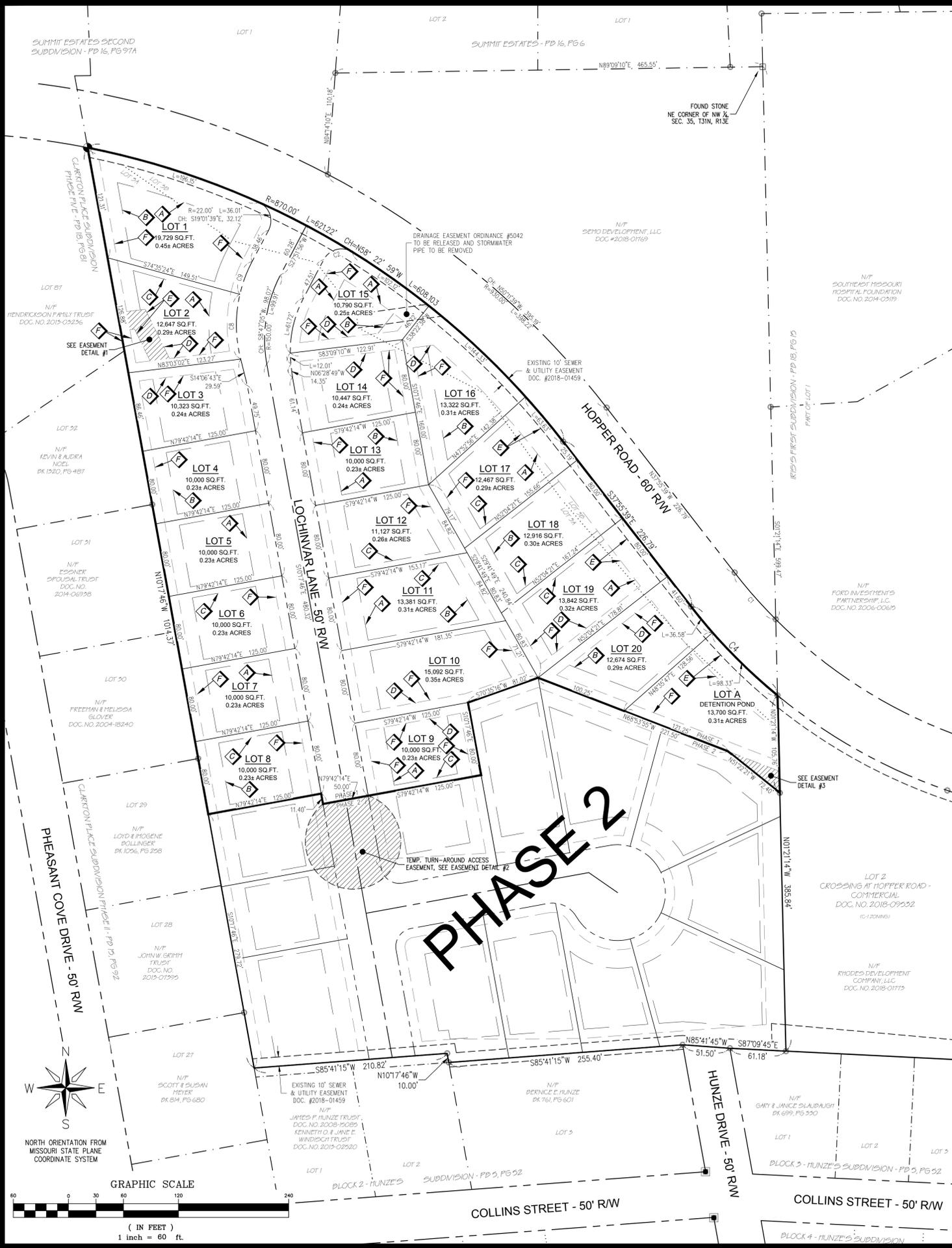
I hereby certify that I am the sole Property Owner of Record or an agent duly authorized by the Property Owner(s) of Record to file this application on their behalf. I acknowledge that plats for subdivisions involving public improvements will be held from City Council review until the improvements are completed and ready for acceptance by the City, or an escrow agreement for the improvements is executed. I further acknowledge that plats for subdivisions involving common land and/or elements require the submission of covenants and a deed ensuring the perpetual maintenance and supervision of the common land and/or elements by trustees prior to recording of the record plat.

[Signature] MEMBER 9-5-18
 Applicant Signature and Printed Name Date
 MICHAEL K. PETERS

OFFICE USE ONLY	
Date Received & By <u>9-11-18 cp</u>	MUNIS Application No. <u>8058</u>
Planning & Zoning Commission Recommendation _____	Date _____
City Council Final Action _____	Date _____

RECORD PLAT OF THE HIGHLANDS AT HOPPER CROSSING - PHASE 1

THAT PART OF LOT 3A AND ALL OF 3B OF CROSSING AT HOPPER ROAD AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE COUNTY LAND RECORDS, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



KEYED NOTES

- | ITEM | NOTE |
|------|---|
| A | 30' FRONT SETBACK (TYPICAL) |
| B | 25' REAR SETBACK (TYPICAL) |
| C | 6' SIDE SETBACK (TYPICAL) |
| D | SETBACK ADJUSTED TO ALIGN WITH EASEMENT |
| E | 20' PRIVATE STORMWATER EASEMENT AND PUBLIC UTILITY & SEWER EASEMENT |
| F | 10' PRIVATE STORMWATER EASEMENT AND PUBLIC UTILITY & SEWER EASEMENT |

LEGEND

- = SET 3/4" IRON ROD WITH ALUM. CAP
- = FOUND 3/4" IRON ROD
- = CENTERLINE, STREETS & EASEMENT
- = SUBDIVISION BOUNDARY
- = ADJOINING LOT LINE
- = FORMER LOT LINE
- = PROPOSED LOT LINE
- = RIGHT OF WAY, EXISTING & PROPOSED
- = EXISTING EASEMENT LINE
- = PROPOSED EASEMENT LINE
- = BUILDING SETBACK LINE
- = PHASE LIMITS
- = NON-STANDARD EASEMENT

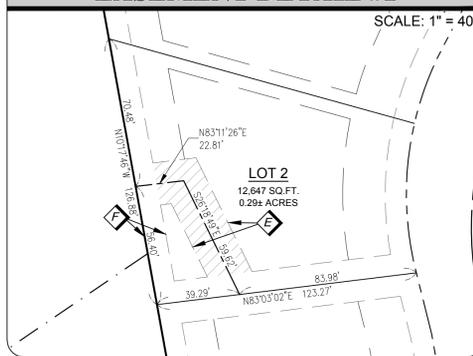
CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	67.68'	542.96'	N41° 29' 55"W	67.64'
C2	36.01'	22.00'	N74° 45' 32"E	32.12'
C3	31.42'	20.00'	N55° 17' 46"W	28.28'
C4	134.92'	602.96'	S44° 20' 15"E	134.64'
C5	23.11'	52.00'	N87° 33' 55"W	22.92'
C6	36.67'	30.00'	S65° 16' 45"E	34.43'
C7	31.42'	20.00'	N34° 42' 14"E	28.28'
C8	70.88'	147.00'	N00° 44' 32"W	70.20'
C9	37.96'	147.00'	N20° 28' 06"E	37.85'

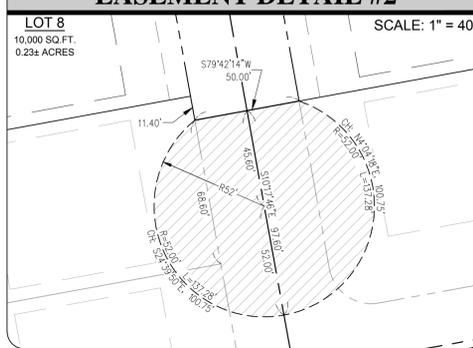
VICINITY MAP



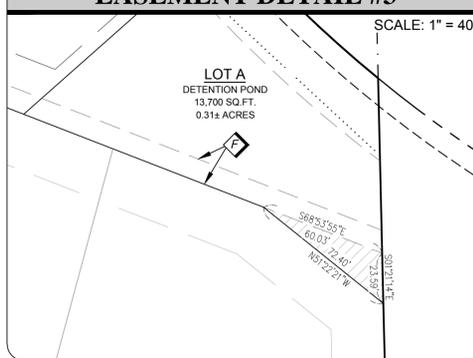
EASEMENT DETAIL #1



EASEMENT DETAIL #2



EASEMENT DETAIL #3



SUBDIVISION DEDICATION

WE, THE UNDERSIGNED SEMO DEVELOPMENT, LLC, OWNER IN FEE OF THAT PART OF SECTION 35, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE COUNTY AND CITY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 3B OF CROSSING AT HOPPER ROAD SUBDIVISION AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE CAPE GIRARDEAU COUNTY LAND RECORDS, AND

THAT PART OF LOT 3A OF CROSSING AT HOPPER ROAD SUBDIVISION AS RECORDED IN DOCUMENT NO. 2018-01459 OF THE CAPE GIRARDEAU COUNTY LAND RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE WITH THE NORTH LINE OF SAID LOT THE FOLLOWING CALLS: N86°47'18", 33.73 FEET; S55°28'11", 145.41 FEET; S75°38'47", 94.31 FEET; S37°51'51", 71.44 FEET; S07°57'48", 15.00 FEET; S62°43'46", 155.21 FEET; S36°01'05", 143.19 FEET; S40°53'50", 202.65 FEET; S47°20'46", 139.76 FEET; TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE EAST LINE OF SAID LOT, S07°21'14", 69.41 FEET; THENCE LEAVING SAID EAST LINE, N51°22'21", 72.40 FEET; THENCE N85°35'55", 221.50 FEET; THENCE S70°35'16", 81.02 FEET; THENCE S107°17'46", 80.00 FEET; THENCE S79°42'14", 175.00 FEET; THENCE N107°46'W, 11.40 FEET; THENCE S79°42'14" W, 125.00 FEET TO THE WEST LINE OF SAID LOT; THENCE ALONG SAID WEST LINE, N107°46'W, 734.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.59 ACRES (TOTAL ACREAGE OF PHASE 1), MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OF RECORD.

DO HEREBY DECLARE THAT WE HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND RIGHT-OF-WAY AS SHOWN AND DESIGNATED HEREON, AND DO HEREBY NAME SAID SUBDIVISION "THE HIGHLANDS AT HOPPER CROSSING - PHASE 1", AND DO HEREBY ESTABLISH PERMANENT EASEMENTS AS SHOWN HEREON. AREAS SHOWN HEREON AS RIGHT-OF-WAY ARE HEREBY DEDICATED TO THE CITY OF CAPE GIRARDEAU, MISSOURI, IN PERPETUITY FOR PUBLIC PURPOSES. THE UTILITY AND SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI IN PERPETUITY FOR PUBLIC PURPOSES, INCLUDING THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF CITY WATER AND SEWER SYSTEMS, AND AS MAY BE AUTHORIZED BY THE CITY OF CAPE GIRARDEAU, MISSOURI TO BE USED BY A PUBLIC OR PRIVATE UTILITY PROVIDER FOR PURPOSES RELATED TO THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXPANSION OF SUCH UTILITY SYSTEMS. THE TEMPORARY TURN-AROUND ACCESS EASEMENT SHOWN HEREON IS HEREBY GRANTED TO THE CITY OF CAPE GIRARDEAU, MISSOURI, FOR PUBLIC ACCESS PURPOSES. SAID TEMPORARY TURN-AROUND ACCESS EASEMENT SHALL REMAIN IN EFFECT UNTIL SUCH TIME THE RECORD PLAT FOR THE HIGHLANDS AT HOPPER CROSSING - PHASE 2 IS RECORDED. THE SUBDIVISION SHALL BE SUBJECT TO PRIVATE RESTRICTIONS (INCLUDING PRIVATE STORMWATER EASEMENTS) AS SET OUT IN A SEPARATE INSTRUMENT ON FILE IN THE LAND RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____, A.D. 20____.

SEMO DEVELOPMENT, LLC

MICHAEL PETERS, MANAGING MEMBER

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

On this _____ day of _____, A.D. 20____, before me, a Notary Public for said County and State, personally appeared Michael Peters, who, being by me duly sworn, did state that he is the Managing Member of SEMO Development, LLC, a Missouri Limited Liability Company, and that he is authorized to execute the foregoing instrument on behalf of said Company, and that he executed said instrument as the free act and deed of said Company.

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

My term expires _____.

Notary Public

I hereby release the existing drainage easement as shown on this plat.

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

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) SS

On this _____ day of _____, A.D. 20____, before me, a Notary Public for said County and State, personally appeared Scott A. Meyer, who, being by me duly sworn, did state that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation, and that he is authorized to execute the foregoing instrument on behalf of said City, and that he executed said instrument as the free act and deed of said City.

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

My term expires _____.

Notary Public

I, _____, City Clerk of the City of Cape Girardeau, Missouri, hereby certify that this plat was approved by the City of Cape Girardeau, Missouri, by Ordinance No. _____, passed and approved this _____ day of _____, A.D. 20____.

City Clerk of Cape Girardeau, Missouri

Filed for record in the office of the Recorder of Deeds of Cape Girardeau County, Missouri, in Document No. _____, at Jackson, Missouri, on the _____ day of _____, A.D. 20____.

Andrew David Blattner
Recorder of Deeds of Cape Girardeau County, Missouri

SUBDIVISION NOTES

ZONING DISTRICT REGULATIONS

R-1 - SINGLE-FAMILY SUBURBAN RESIDENTIAL DISTRICT

MINIMUM LOT AREA: 10,000 SQ. FT.

MINIMUM LOT WIDTH: 80 FT.

MAXIMUM DENSITY: 4 UNITS/ACRE

MAXIMUM HEIGHT: 2 1/2 STORIES, NOT TO EXCEED 35 FT.

STANDARD SETBACKS

FRONT SETBACK: 30 FT.

REAR SETBACK: 25 FT.

SIDE SETBACK: 6 FT.

FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 2903100254E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

SURFACE INFORMATION

SURFACE INFORMATION WAS OBTAINED BY COUNTY LIDAR DATA OBTAINED BY KOEHLER ENGINEERING AND LAND SURVEYING.

STORMWATER MANAGEMENT NOTE

ALL COMPONENTS OF THE STORMWATER MANAGEMENT SYSTEM NOT LOCATED IN PUBLIC RIGHT-OF-WAY OR PUBLIC STORMWATER EASEMENT, INCLUDING BUT NOT LIMITED TO DRAINAGE WAYS, PIPES, INLETS, AND DETENTION BASINS, SHALL BE COMMON ELEMENTS OF THE SUBDIVISION. THE DEVELOPER SHALL CONVEY SAID COMMON ELEMENTS TO THE TRUSTEES OF THE SUBDIVISION IN ACCORDANCE WITH THE CITY OF CAPE GIRARDEAU CODE OF ORDINANCES AND THE COVENANTS FOR THE SUBDIVISION.

AREA AND LOT INFORMATION

TOTAL SUBDIVISION AREA: 286,982 SQ. FT. (6.59 ACRES) TOTAL NUMBER OF LOTS: 21, INCLUDING LOT A.

SMALLEST LOT SIZE: 10,000 SQ. FT. (0.23 ACRES)

LARGEST LOT SIZE: 19,729 SQ. FT. (0.45 ACRES)

LOT A IS COMMON GROUND AND SHALL NOT BE USED FOR A DWELLING. NO SETBACKS ARE SHOWN ON LOT A.

RECORD OWNER

SEMO DEVELOPMENT, LLC
DOC. NO. 2018-01767
DOC. NO. 2018-01769

DEVELOPER OF SUBDIVISION AND PLAT PREPARED FOR:

SEMO DEVELOPMENT, LLC
C/O: MR. MIKE PETERS, MANAGING MEMBER
2480 BENTON HILL ROAD
CAPE GIRARDEAU, MO 63701

PLAT PREPARED BY AND LAND SURVEYING SERVICES PROVIDED BY:

KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE CAPE GIRARDEAU, MO 63701
(573) 335-3026

SURVEYOR'S CERTIFICATION

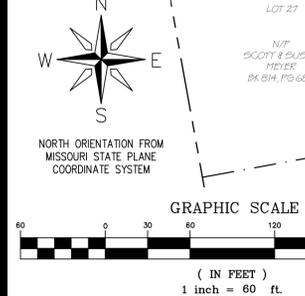
THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049

DRAWN BY:	M. GUESS / A. GASKILL	REV/DATE:	DESCRIPTION:	INITIALS:
CHECKED BY:	C. KOEHLER	1-10/01/18	REV. PER CITY REVIEW	M.G.
SURVEY DATE:	OCTOBER 2017	2-10/09/18	REV. PER CITY REVIEW	M.G.
DRAWING DATE:	SEPTEMBER 4, 2018			
DRAWING NO:	36878			



Staff: Bruce W. Loy, Airport Manager
Agenda: 3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-058

SUBJECT

An ordinance authorizing the City Manager to enter into an Air Traffic Control Tower Operating Assistance Grant Agreement, No. AIR 186-077A-2, for the fiscal year 2019-2020 in the amount of \$167,000.

EXECUTIVE SUMMARY

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

BACKGROUND/DISCUSSION

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

FINANCIAL IMPACT

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

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

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

STAFF RECOMMENDATION

It is recommended that the City Council approve an ordinance authorizing the City Manager to execute the attached Air Traffic Control Tower Operating Assistance Grant Agreement with the Missouri Highways and Transportation Commission, Project No. AIR 186-077A-2, in the amount of \$167,000, to assist funding the Air Traffic Control Tower operations for the fiscal year 2019-2020 at the Cape Girardeau Regional Airport.

ATTACHMENTS:

Name:

- [📄 Air Traffic Control Grant Agreement 2019.doc](#)
- [📄 Air Traffic Control Tower Agreement AIR 186-077A-2 \(2019-02-47933\).pdf](#)

Description:

- Ordinance
- Air Traffic Control Tower Operating Assistance Grant Agreement

BILL NO. 19-46

ORDINANCE NO. _____

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

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

Article 1. The City Manager is hereby authorized and directed to execute, on behalf of the City, an Air Traffic Control Tower Operating Assistance Grant Agreement for the fiscal year 2019-2020, for Project No. AR 186-077A-2, between the City of Cape Girardeau and the Missouri Highways and Transportation Commission for the Cape Girardeau Regional Airport. The City Clerk is hereby authorized and directed to attest to said document and to affix the seal of the City thereto. The Agreement shall be in substantially the form attached hereto as Exhibit A, which document is hereby approved by the City Council, with such changes therein as shall be approved by the officers of the City executing the same.

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

PASSED AND APPROVED THIS _____ day of _____, 2019.

Bob Fox, Mayor

Bruce Taylor, Deputy City Clerk

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

Sponsor: City of Cape Girardeau
Project No.: AIR 186-077A-2

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

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

WITNESSETH:

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

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

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

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to One Hundred Sixty-Seven Thousand Dollars (\$167,000); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Cities for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses to operate the Tower during the period of July 1, 2018 to June 30, 2019. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program. The grant funds in this paragraph not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

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

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

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

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

(5) THIRD PARTY CONTRACTS:

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

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

(6) PAYMENTS:

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

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

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

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

(9) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CAPE GIRARDEAU

Title _____

By _____
Title _____

Attest:

Attest:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Staff: Kelly L. Green, P.E., City
Agenda: Engineer
3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-062

SUBJECT

A Resolution authorizing the City Manager to execute an agreement with Nip Kelley Equipment Company, Inc. for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. Reading and Passage.

EXECUTIVE SUMMARY

The project constructs approximately 300 LF of 10 foot x 4 foot box culvert along Hopper Road, removing and replacing street pavement and sidewalk within the project limits, and all other appurtenances as indicated in Project Plans and Specifications as prepared by Stantec for the City of Cape Girardeau, Missouri.

BACKGROUND/DISCUSSION

The Notice to Bid was publicly advertised and bids were taken on March 12, 2019, Five (5) bids were received, ranging from \$402,857.40, to the low bid of \$349,587.00. The Engineer's Estimate was \$558,716.00.

FINANCIAL IMPACT

Funding for this project is provided by the Parks and Recreation Stormwater Tax Fund Phase 2.

SUSTAINABILITY: ECONOMIC, ENVIRONMENTAL AND SOCIAL IMPACTS

The new box culvert in the Hopper Road and Kingshighway area will aid with stormwater issues reoccurring in that area for some time.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached Resolution authorizing the City Manager to enter into a contract with Nip Kelley Equipment Company, Inc., for the Hopper Road Box Culvert Project.

ATTACHMENTS:

Name:

- [☐ Agreement_Nip_Kelley_Hopper_Road_Box_Culvert_Project.doc](#)
- [☐ Agreement_w_Nip_Kelley.pdf](#)
- [☐ Bid_Tabulation_signed.pdf](#)

Description:

- Resolution
- Contract with Nip Kelley Equipment Co.
- Bid Tabulation

BILL NO. 19-47

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NIP KELLEY EQUIPMENT COMPANY, INC., FOR THE HOPPER ROAD BOX CULVERT PROJECT, IN THE CITY OF CAPE GIRARDEAU, MISSOURI

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute an Agreement with Nip Kelley Equipment Company, Inc., for the Hopper Road Box Culvert Project, in the City of Cape Girardeau, Missouri. The Agreement shall be in substantially the form attached hereto as Exhibit A, 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:

Bruce Taylor, Deputy City Clerk

CITY OF CAPE GIRARDEAU

HOPPER ROAD BOX CULVERT

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between the City of Cape Girardeau, Missouri (hereinafter called OWNER) and Nip Kelley Equipment Company, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

The improvements consist of installing approximately 300 LF of 10 ft x 4 ft box culvert along Hopper Road, removing and replacing street pavement and sidewalk within the project limits, and all other appurtenances as indicated in the Project Plans and Specifications prepared by Stantec for the City of Cape Girardeau, Missouri.

Article 2. ENGINEER.

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

Article 3. CONTRACT TIMES.

3.1 The work will be substantially completed within **seventy-five (75) calendar days** after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **one hundred five (105) calendar days** after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Two Hundred Twenty-Five Dollars \$1,000.00 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Two Hundred Twenty-Five Dollars \$1,000.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the bidding documents.

TOTAL OF ALL UNIT PRICES: Three hundred forty nine thousand five hundred eighty-seven dollars and zero cents----- (\$349,587)

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case, the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work completed.

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentations satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, as agreed to by the OWNER and CONTRACTOR, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (page 1 to 7 inclusive).

8.2 Exhibits to this Agreement (pages BF- 1 to BF- 8, inclusive).

8.3 Performance, Payment, and other Bonds, identified as exhibits and consisting of pages.

8.4 Notice to Proceed.

8.5 General Conditions (pages 1 to 55, inclusive). (EJCDC No. 1910-8 1990 Edition)

8.6 Supplementary Conditions (pages SC-1 to SC-5, inclusive).

8.7 Specifications bearing the title Hopper Road Box Culvert.

8.8 Drawings bearing the title Hopper Road Box Culvert.

8.9 Addenda numbers 1 to 1, inclusive.

8.10 CONTRACTOR'S Bid (pages BF- 1 to BF- 8, inclusive) marked exhibit "A".

8.11 Pursuant to 285.530 R.S. Mo, the contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by 1) submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and 2) providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

9.5 Pursuant to 292.675, R.S. Mo, the contractor is informed that all contractors or subcontractors doing work on this project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

9.6 The General Contractor shall provide to the City of Cape Girardeau City Engineer's Office weekly certified payrolls from the General Contractor and all Subcontractors during the course of the project. These must be provided on a weekly basis; if no work was done, then a payroll stating "No Work Done" must be submitted.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed the Agreement in multiple copies, One counterpart each has been delivered to CONTRACTOR and ENGINEER and two counterparts to the OWNER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER City of Cape Girardeau

CONTRACTOR Nip Kelley Equipment Co., Inc.

Scott Meyer, City Manager

By: _____
[CORPORATE SEAL]

By: _____
[CORPORATE SEAL]

Attest _____
Bruce Taylor, Deputy City Clerk

Attest _____

Address for giving notices

Address for giving notices

401 Independence Street

41 N. Sprigg Street

Cape Girardeau, MO 63703

Cape Girardeau, MO 63701

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process:

(If CONTRACTOR is corporation, attach evidence of authority to sign.)

EXHIBIT A

CITY OF CAPE GIRARDEAU

HOPPER ROAD BOX CULVERT

BID FORM
(EJCDC 1910-18) (1990)

PROJECT IDENTIFICATION:

The improvements consist of installing approximately 300 LF of 10 ft x 4 ft box culvert along Hopper Road, removing and replacing street pavement and sidewalk within the project limits, and all other appurtenances as indicated in the Project Plans and Specifications prepared by Stantec for the City of Cape Girardeau, Missouri.

THIS BID IS SUBMITTED TO: CITY OF CAPE GIRARDEAU, MO
401 INDEPENDENCE STREET
CAPE GIRARDEAU, MO 63703

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined and carefully studied the Bidding Documents and the following:

Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

~~Addendum #1 March 6, 2019~~

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

Any questions, comments, or concerns regarding the design of this project should be addressed to Stan Polivick, P.E., City of Cape Girardeau at 573-339-6351.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER

has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(i) Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **AFFIDAVIT OF WORK AUTHORIZATION** and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.
- <http://www.uscis.gov/portal/site/uscis>

(j) Bidders are informed that the Project is subject to the requirements of Section 292.675, R.S. Mo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

NO	ITEM	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
1	Mobilization	LS	1	\$ <u>9,750⁰⁰</u>	\$ <u>9,750⁰⁰</u>
2	Demobilization	LS	1	\$ <u>1,920⁰⁰</u>	\$ <u>1,920⁰⁰</u>
3	Clearing and Grubbing	LS	1	\$ <u>2,230⁰⁰</u>	\$ <u>2,230⁰⁰</u>
4	Removal of Existing Features	LS	1	\$ <u>14,000⁰⁰</u>	\$ <u>14,000⁰⁰</u>
5	10' x 4' Box Culvert	LF	312	\$ <u>695⁰⁰</u>	\$ <u>216,840⁰⁰</u>
6	Storm Sewer - 24" Dia.	LF	18	\$ <u>190⁰⁰</u>	\$ <u>3,420⁰⁰</u>
7	Sanitary Sewer - 6" Dia.	LF	45	\$ <u>77⁰⁰</u>	\$ <u>3,465⁰⁰</u>
8	Double Curb Inlet	EA	1	\$ <u>4,240⁰⁰</u>	\$ <u>4,240⁰⁰</u>
9	Pavement	SY	1201	\$ <u>42⁰⁰</u>	\$ <u>50,442⁰⁰</u>
10	Sidewalk	SY	325	\$ <u>48⁰⁰</u>	\$ <u>15,600⁰⁰</u>
11	Concrete Curb and Gutter	LF	600	\$ <u>24⁰⁰</u>	\$ <u>14,400⁰⁰</u>
12	Rock Lining	SY	270	\$ <u>39⁰⁰</u>	\$ <u>10,530⁰⁰</u>
13	Erosion Protection and Sediment Control	LS	1	\$ <u>2,750⁰⁰</u>	\$ <u>2,750⁰⁰</u>

TOTAL BID FOR ALL UNIT PRICES

\$ 349,587.00

Three Hundred Forty Nine Thousand Five
Hundred Eighty Seven and ⁰⁰/₁₀₀
 (Written figure)

(Total bid amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of error in extension, the unit and lump sum prices under each Pay Item will be considered correct, and these sums when properly extended, shall constitute the Bid.)

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially complete within seventy-five (75) calendar days after the date when the Contract Times commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within one hundred five (105) calendar days after the date when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of bid bond or cashiers check.
- (b) Acknowledgement of any addenda issued.
- (c) Exhibit Affidavit of Work Authorization
- (d) Exhibit Affidavit of Excessive Unemployment (if applicable)
- (e) The E-Verify Program for Unemployment Verification Memorandum of Understanding <http://www.uscis.gov/files/nativedocuments/MOU.pdf>
- (f) Exhibit Affidavit of OSHA Training
- (g) Certification Regarding Debarment, Suspension and Other Responsibility Matters

7. Bidder agrees to submit the following documents within three (3) business days after the opening of Bids if requested:

- (a) BIDDER'S Qualification Statement with supporting data.

8. Communications concerning this Bid shall be addressed to:

Name Vince Kelley

Address 41 N. Sprigg St., Cape Girardeau, MO 63701

(a) Performance and Payment Bonding Company

Name Merchants Bonding Company

Address P.O. Box 14498, Des Moines, IA 50306-3498

Agent/Power of Attorney Name (if used) Donald L. wasoba

Address 22 Avocado Tree Circle, St. Peters, MO 63376

9. Terms used in the Bid which are defined in the General conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on March 12, 2019.

State Contractor License No. 0010575

IF BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Nip Kelley Equipment Co., Inc. (SEAL)

(Corporation Name)

Missouri

(State of Incorporation)

By Vince Kelley (SEAL)

(Name of Person Authorized to Sign)

President

(Title)

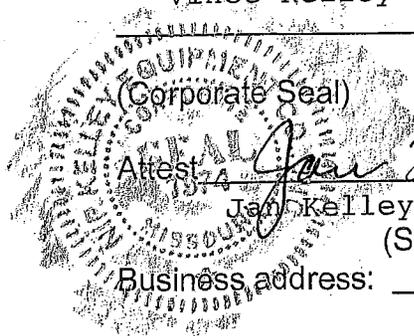
(Corporate Seal)

Attest

Jan Kelley

(Secretary)

Business address: 41 N. Sprigg St., Cape Girardeau, MO 63701



Phone No.: 573-334-0553

Date of Qualification to do business is January 1974

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

By _____ (SEAL)
(Name)

(Address)

Phone Number and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BREAKDOWN OF WORK FORCE (Required):

The Contractor shall be registered with the Missouri Secretary of State in order to work on this project.

BIDDER hereby states that he will perform the following items of work directly without employment of subcontractors:

All work not listed below.

It is anticipated that the following subcontractors will be employed for work on this project:

***SUBCONTRACTORS:**

(Name of Company)

(Type of Work)

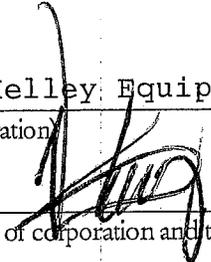
* All subcontractors shall be registered with the Missouri Secretary of State in order to work on this project.

and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

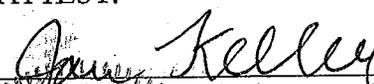
FURTHER AFFIANT SAITH NOT.

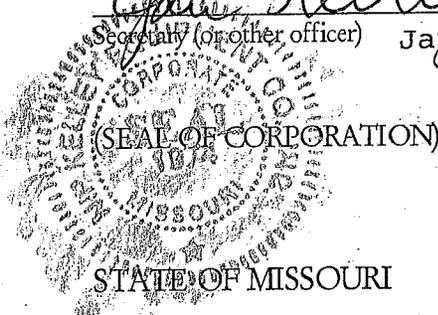
IN AFFIRMATION THEREOF, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided in Section 575.040, RSMo.)

Nip Kelley Equipment Co., Inc.
(name of corporation)

By:  President
(name of officer of corporation and title) Vince Kelley

ATTEST:

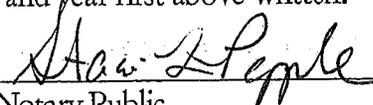

Secretary (or other officer) Jan Kelley



STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

On this 12th day of March, 2019, before me appeared Vince Kelley, to me personally known, who, being by me duly sworn, did say that he/she is the President of Nip Kelley Equipment Co. Inc., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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


Notary Public

My Commission Expires:

Feb 9, 2021



STACI L. PEPPL
My Commission Expires
February 9, 2021
Scott County
Commission #13434217

EXHIBIT
AFFIDAVIT OF WORK AUTHORIZATION

COMES NOW (Name) Vince Kelley as (Office Held) President
of (Company Name/Contractor) Nip Kelley Equipment Co., Inc. and first being duly sworn, on
my oath, affirm as follows:

1. (Company Name/Contractor) Nip Kelley Equipment Co., Inc.
is enrolled and will continue to participate in a federal work authorization program in respect to
employees that will work in connection with the contracted services related to (Project Name) Hopper Road
for the duration of the contract in accordance with RSMo Chapter 285.530(2). Box Culvert

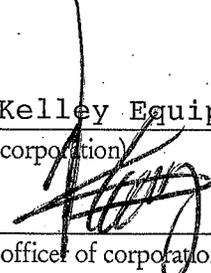
2. I also affirm that (Company Name/Contractor) Nip Kelley Equipment Co., Inc.
not and will not knowingly employ a person who is an unauthorized alien in connection with the
contract services related to (Project Name) Hopper Road Box Culvert for
the duration of the contract.

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

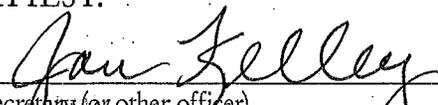
FURTHER AFFIANT SAITH NOT.

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

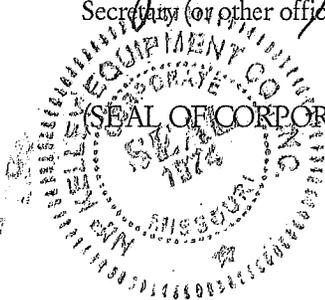
Nip Kelley Equipment Co., Inc.
(name of corporation)

By: , President
(name of officer of corporation and title) Vince Kelley

ATTEST:


Secretary (or other officer) Jan Kelley

(SEAL OF CORPORATION)



STATE OF MISSOURI

)
) ss.
)

COUNTY OF CAPE GIRARDEAU

On this 12th day of March, 2019, before me appeared Vince Kelley, to me personally known, who, being by me duly sworn, did say that ~~he~~/she is the President of Nip Kelley Equipment Co. Inc. a Missouri Corporation, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

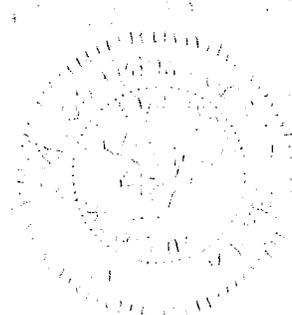
Staci L. Pepple
Notary Public

My Commission Expires:

Feb 9, 2021



STACI L. PEPPL
My Commission Expires
February 9, 2021
Scott County
Commission #13434217



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

Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

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

Vince Kelley, President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

03-12-19

Date

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

BID BOND

BIDDER (Name and Address):

Nip Kelley Equipment Company, Inc.
41 North Sprigg Street
Cape Girardeau, MO 63701

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498 Tel: 515-243-8171

OWNER (Name and Address):

City of Cape Girardeau
City Hall, 401 Independence Street
Cape Girardeau, MO 63701

BID

BID DUE DATE: March 12, 2019
PROJECT (Brief Description Including Location):
Hopper Road Box Culvert

BOND

BOND NUMBER:
DATE: (Not later than Bid Due Date): March 12, 2019
PENAL SUM: Five Percent of the Amount Bid. (5% of the Amount Bid)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Nip Kelley Equipment Company, Inc. (Seal)
Bidder's Name and Corporate Seal

Merchants Bonding Company (Mutual) (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Vince Kelley, President

By: [Signature]
Signature and Title (Attach Power of Attorney)
Donald L. Wasoba, Attorney-in-Fact

Attest: [Signature]
Signature and Title Jan Kelley, Sec.

Attest: [Signature]
Signature and Title Karen D. Wasoba, Witness

NOTE: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:
3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any Applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the

Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Donald L Wasoba

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

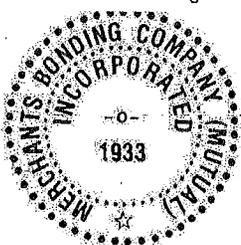
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such Intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

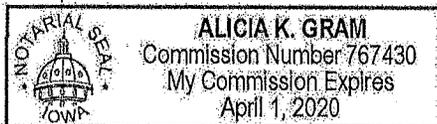


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2019.



William Warner Jr.
Secretary

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

DATE: MARCH 12, 2019
 TIME: 10:00 AM
 PLACE: DEVELOPMENT SERVICES

HOPPER ROAD BOX CULVERT

COMPUTED BY: KJ

				ENGINEER'S ESTIMATE		FRONABARGER CONCRETTERS INC 3290 STATE HIGHWAY E OAK RIDGE MO 63769		LAPPE CEMENT FINISHING INC 2710 COUNTY ROAD 413 FRIEDHEIM MO 63747		KLUESNER CONSTRUCTION INC PO BOX 95 KELSO MO 63758	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	EA	1	\$ 17,000.00	\$ 17,000.00	\$ 18,000.00	\$ 18,000.00	\$ 19,000.00	\$ 19,000.00	\$ 9,300.00	\$ 9,300.00
2	Demobilization	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,900.00	\$ 14,900.00	\$ 9,300.00	\$ 9,300.00
3	Clearing and Grubbing	EA	1	\$ 4,150.00	\$ 4,150.00	\$ 2,500.00	\$ 2,500.00	\$ 4,285.00	\$ 4,285.00	\$ 4,500.00	\$ 4,500.00
4	Removal of Existing Features	EA	1	\$ 44,278.00	\$ 44,278.00	\$ 23,500.00	\$ 23,500.00	\$ 36,860.00	\$ 36,860.00	\$ 32,575.00	\$ 32,575.00
5	10' x 4' Box Culvert	LF	312	\$ 721.00	\$ 224,952.00	\$ 765.00	\$ 238,680.00	\$ 700.00	\$ 218,400.00	\$ 680.00	\$ 212,160.00
6	Storm Sewer - 24" Diameter	LF	18	\$ 88.00	\$ 1,584.00	\$ 150.00	\$ 2,700.00	\$ 72.00	\$ 1,296.00	\$ 150.00	\$ 2,700.00
7	Sanitary Sewer - 6" Diameter	LF	45	\$ 76.00	\$ 3,420.00	\$ 110.00	\$ 4,950.00	\$ 86.00	\$ 3,870.00	\$ 45.00	\$ 2,025.00
8	Double Curb Inlet	EA	1	\$ 8,130.00	\$ 8,130.00	\$ 3,000.00	\$ 3,000.00	\$ 4,245.00	\$ 4,245.00	\$ 5,620.00	\$ 5,620.00
9	Pavement	SY	1201	\$ 60.00	\$ 72,060.00	\$ 48.50	\$ 58,248.50	\$ 46.90	\$ 56,326.90	\$ 45.00	\$ 54,045.00
10	Sidewalk	SY	325	\$ 50.00	\$ 16,250.00	\$ 60.00	\$ 19,500.00	\$ 50.00	\$ 16,250.00	\$ 49.50	\$ 16,087.50
11	Concrete Curb and Gutter	LF	600	\$ 68.00	\$ 40,800.00	\$ 16.00	\$ 9,600.00	\$ 24.00	\$ 14,400.00	\$ 28.50	\$ 17,100.00
12	Rock Lining	LF	270	\$ 170.00	\$ 45,900.00	\$ 39.00	\$ 10,530.00	\$ 34.35	\$ 9,274.50	\$ 48.00	\$ 12,960.00
13	Erosion Protection and Sediment Control	EA	1	\$ 5,208.00	\$ 5,208.00	\$ 1,250.00	\$ 1,250.00	\$ 3,750.00	\$ 3,750.00	\$ 1,250.00	\$ 1,250.00
N/A	Contingency and Utility Relocation	LS	1	\$ 69,984.00	\$ 69,984.00						
					\$ 558,716.00		\$ 400,458.50		\$ 402,857.40		\$ 379,622.50
AMOUNT OF PROPOSAL GUARANTEE						5% OF BID		5% OF BID		5% OF BID	
SURETY						UNITED FIRE & CASUALTY		UNITED FIRE & CASUALTY		WEST BEND MUTUAL INSURANCE CO	
<i>I hereby certify that the above is a true and correct summary of proposals received</i>											
PROJECT MANAGER 											

BID OPENING

SUMMARY OF PROPOSALS RECEIVED FOR:

DATE: MARCH 12, 2019
 TIME: 10:00 AM
 PLACE: DEVELOPMENT SERVICES

HOPPER ROAD BOX CULVERT

COMPUTED BY: KJ

				ENGINEER'S ESTIMATE		JOKERST INC 16444 HIGHWAY 32 STE GENEVIEVE MO 63670		NIP KELLEY EQUIPMENT CO INC 41 N SPRIGG STREET CAPE GIRARDEU MO 63701					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Mobilization	EA	1	\$ 17,000.00	\$ 17,000.00	\$ 7,400.00	\$ 7,400.00	\$ 9,750.00	\$ 9,750.00				
2	Demobilization	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,275.00	\$ 4,275.00	\$ 1,920.00	\$ 1,920.00				
3	Clearing and Grubbing	EA	1	\$ 4,150.00	\$ 4,150.00	\$ 1,320.00	\$ 1,320.00	\$ 2,230.00	\$ 2,230.00				
4	Removal of Existing Features	EA	1	\$ 44,278.00	\$ 44,278.00	\$ 25,345.00	\$ 25,345.00	\$ 14,000.00	\$ 14,000.00				
5	10' x 4' Box Culvert	LF	312	\$ 721.00	\$ 224,952.00	\$ 566.00	\$ 176,592.00	\$ 695.00	\$ 216,840.00				
6	Storm Sewer - 24" Diameter	LF	18	\$ 88.00	\$ 1,584.00	\$ 132.00	\$ 2,376.00	\$ 190.00	\$ 3,420.00				
7	Sanitary Sewer - 6" Diameter	LF	45	\$ 76.00	\$ 3,420.00	\$ 60.00	\$ 2,700.00	\$ 77.00	\$ 3,465.00				
8	Double Curb Inlet	EA	1	\$ 8,130.00	\$ 8,130.00	\$ 3,454.00	\$ 3,454.00	\$ 4,240.00	\$ 4,240.00				
9	Pavement	SY	1201	\$ 60.00	\$ 72,060.00	\$ 95.00	\$ 114,095.00	\$ 42.00	\$ 50,442.00				
10	Sidewalk	SY	325	\$ 50.00	\$ 16,250.00	\$ 74.00	\$ 24,050.00	\$ 48.00	\$ 15,600.00				
11	Concrete Curb and Gutter	LF	600	\$ 68.00	\$ 40,800.00	\$ 24.65	\$ 14,790.00	\$ 24.00	\$ 14,400.00				
12	Rock Lining	LF	270	\$ 170.00	\$ 45,900.00	\$ 17.00	\$ 4,590.00	\$ 39.00	\$ 10,530.00				
13	Erosion Protection and Sediment Control	EA	1	\$ 5,208.00	\$ 5,208.00	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00				
N/A	Contingency and Utility Relocation	LS	1	\$ 69,984.00	\$ 69,984.00								
					\$ 558,716.00		\$381,987.00		\$349,587.00		\$0.00		
AMOUNT OF PROPOSAL GUARANTEE								5% OF BID		5% OF BID			
SURETY								WEST BEND MUTUAL INSURANCE CO		MERCHANTS BONDING CO			
<i>I hereby certify that the above is a true and correct summary of proposals received</i>													
PROJECT MANAGER 										***LOW BIDDER***			

Staff: Mark Hasheider, Interim Fire
Agenda: Chief
3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-063

SUBJECT

This resolution will allow the City to apply for, accept and administer the 2019 Staffing for Adequate Fire and Emergency Response (SAFER) grant offered through the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS). The grant could potentially total \$550,035 to hire three entry level firefighters for a three year period.

EXECUTIVE SUMMARY

The City of Cape Girardeau Fire Department is applying for a 2019 FEMA / DHS SAFER grant. The total grant amount is \$550,035, with a Federal share of \$320,854, and a local share of \$229,181. The SAFER grant program will allow the city to hire three entry level firefighters for a period of three years.

BACKGROUND/DISCUSSION

The Fire Department constantly seeks grant opportunities to assist in any way in improving our capabilities to fulfill our purpose of delivering high-quality services to our community. Adequate staffing is critical for the effective delivery of services to our community and the safety of our personnel.

FINANCIAL IMPACT

The total cost for hiring three firefighters over a three year period is \$550,035. The FEMA – SAFER grant would cover the costs of the entry level firefighters during those three years at 75% for year one, 75% for year two, and 25% for year three. Over the course of the three years the FEMA – SAFER share would total \$320,854. The city would cover the cost of the three entry level firefighters at 25% for year one, 25% for year two, and 75% for year three. Over the course of the three years the City of Cape Girardeau – SAFER share would total \$229,181. The expenditures for the matching portion of the grant will be included in potentially the 2020 thru 2022 operating budget.

STAFF RECOMMENDATION

Staff recommends the passing of this resolution authorizing the City Manager to apply for and if awarded accept and administer the grant.

ATTACHMENTS:

Name:

Description:

 [Grant SAFER grant thru DHS FEMA.doc](#)

Resolution

BILL NO. 19-48

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE DEPARTMENT OF HOMELAND SECURITY, FOR THE 2019 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT, AND TO EXECUTE ALL NECESSARY GRANT DOCUMENTS

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

ARTICLE 1. The City Manager, for and on behalf of the City of Cape Girardeau, Missouri, is hereby authorized to execute a grant application to the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), for the 2019 Staffing for Adequate Fire and Emergency Response (SAFER) grant, and is hereby authorized to execute all necessary grant documents. Summaries of said Applications are attached to this Resolution and made a part hereof.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

Bob Fox, Mayor

ATTEST:

Bruce Taylor, Deputy City Clerk

Staff: Ryan Shrimplin, AICP - City
Agenda: Planner
3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-064

SUBJECT

Approval of the transfer of ownership of the special use permit for 3020 Boutin Drive from Mark Rademaker to Crooked Creek Real Estate, LLC.

EXECUTIVE SUMMARY

Mark Rademaker has submitted a letter requesting transfer of ownership of his special use permit for a travel trailer park at 3020 Boutin Drive to Crooked Creek Real Estate, LLC. Staff recommends approval of the transfer, by motion.

BACKGROUND/DISCUSSION

On October 20, 2009, the City granted a special use permit to Mark Rademaker for the purposes of maintaining and operating a travel trailer park at 3020 Boutin Drive. Mr. Rademaker recently sold the property to Crooked Creek Real Estate, LLC, and has submitted a letter requesting ownership of the special use permit be transferred to the buyer. Per the letter, the buyer intends to operate the travel trailer park in the same manner as the seller has since its inception. The letter and the special use permit are attached along with a map.

STAFF RECOMMENDATION

Staff recommends approval of the transfer, by motion.

ATTACHMENTS:

Name:

- 📎 [Map - SUP Transfer 3020 Boutin Drive.pdf](#)
- 📎 [SUP Transfer Request Letter - 3020 Boutin Drive.pdf](#)
- 📎 [Special Use Permit - 3020 Boutin Drive.pdf](#)

Description:

- Map of 3020 Boutin Drive
- Letter Requesting Transfer of SUP for 3020 Boutin Drive
- Special Use Permit for 3020 Boutin Drive

Mark Rademaker
The Landing Point RV Park LLC
3020 Boutin Drive Cape Girardeau MO 63701

February 27th, 2019

City of Cape Girardeau
PO Box 617
Cape Girardeau MO 63702

To Whom it May Concern:

I am the former owner of The Landing Point RV Park which is located at 3020 Boutin Drive in Cape Girardeau. I built and have owned and operated the RV Park since somewhere around 2007? I recently sold the RV Park and it was brought to my attention that since I was issued a Special Use Permit when I started the RV Park this permit was issued as a non-transferable.

The new owner which is Crooked Creek Real Estate LLC, whose managing member is Dustin Richardson. It is Mr. Richardson's intention to operate the RV Park in the exact same manner as we have operated since 2007 and under the same name, The Landing Point RV Park.

I am requesting that the City of Cape Girardeau transfer the permit or issue a new Special Use Permit to Mr. Richardson so that he may carry on the business as is. I will do whatever is necessary to accomplish this.

Mr. Richardsons's contact information is shown below-

Dustin Richardson
Crooked Creek Real Estate LLC
6910 State Highway W
Jackson MO 63755
573-450-5660
dustin@maricinvestments.com

It is my understanding that this matter will be presented at the City Council meeting. Please let me know if you need anything further from me to facilitate this request.

Sincerely,



Mark Rademaker

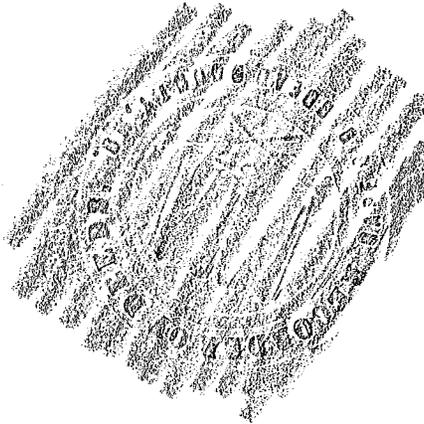


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2009-12817

JANET ROBERT
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY MO
RECORDED AND SEALED ON
10/23/2009 11:14AM
REC FEE: \$33.00
PAGES: 4

*City of Cape
City Attorney*



33 chgs.

JANET ROBERT
Viccie Meyer Deputy

[The above 3 inch blank space is reserved for the Recorder of Deeds Office. Do not alter or use]

RECORDER OF DEEDS COVER PAGE

Title of Document: Special Use Permit

Date of Document: October 20, 2009

Grantor(s) Name & Address: City of Cape Girardeau
401 Independence St.
Cape Girardeau, MO 63701

Grantee(s) Name & Address: Mark Rademaker
2921 Perryville Rd.
Cape Girardeau, MO 63701

Legal Description: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE COUNTY OF CAPE GIRARDEAU, IN THE STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 13, Township 31 North, Range 13 East of the 5th Principal Meridian; thence along the South line of said Section 13, North 89°34'00" East, 26.00 feet to a point at the intersection of said line and the East Right of Way line of Missouri State Route "W"; thence with said Right of Way line, North 00°56'00" West, 555.48 feet to the point of beginning; thence continuing along said East line, North 00°56'00" West, 342.54 feet; thence North 03°48'00" West, 100.10 feet; thence North 00°56'00" West, 764.50 feet; thence leaving said East line, South 89°35'46" East, 514.85 feet to a point in the center of Perryville Road; thence with the center of said Road, South 12°17'29" East, 466.77 feet; thence South 07°03'00" East, 490.00 feet; thence South 16°22'00" West, 200.50 feet to a point in the center of a creek; thence with said creek, South 56°22'00" West, 112.07 feet; thence leaving said creek, South 89°17'55" West, 499.91 feet to the point of beginning, containing 16.51 acres more or less, being subject to any rights of way or easements of record.

Reference Book & Page, if Required:

SPECIAL USE PERMIT

Mark Rademaker is hereby granted a Special Use Permit for the purpose of maintaining and operating a travel trailer park in a mobile home park at 3020 Boutin Drive, in the City and County of Cape Girardeau, Missouri, on the following described property for an indefinite period of time:

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

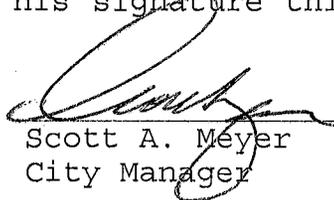
Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 13, Township 31 North, Range 13 East of the 5th Principal Meridian; thence along the South line of said Section 13, North 89°34'00" East, 26.00 feet to a point at the intersection of said line and the East Right of Way line of Missouri State Route "W"; thence with said Right of Way line, North 00°56'00" West, 555.48 feet to the point of beginning; thence continuing along said East line, North 00°56'00" West, 342.54 feet; thence North 03°48'00" West, 100.10 feet; thence North 00°56'00" West, 764.50 feet; thence leaving said East line, South 89°35'46" East, 514.85 feet to a point in the center of Perryville Road; thence with the center of said Road, South 12°17'29" East, 466.77 feet; thence South 07°03'00" East, 490.00 feet; thence South 16°22'00" West, 200.50 feet to a point in the center of a creek; thence with said creek, South 56°22'00" West, 112.07 feet; thence leaving said creek, South 89°17'55" West, 499.91 feet to the point of beginning, containing 16.51 acres more or less, being subject to any rights of way or easements of record.

This Special Use Permit is granted upon the condition that the Applicant be bound by all City Ordinances which pertain to the Special Use Permit and that the Applicant be bound by the following conditions which are imposed as a condition of issuance of this Special Use Permit. Upon the failure of the Applicant to comply with these special conditions, the Special Use Permit will automatically terminate and the City of Cape Girardeau shall have the right to enter upon the land to abate such special use.

SPECIAL CONDITIONS:

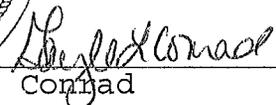
1. This Special Use Permit shall automatically terminate in twelve (12) months upon the failure to develop the use of the land for which the Special Use Permit has been issued.
2. The Special Use Permit shall meet all applicable zoning regulations.
3. Travel trailers and mobile homes must be kept in separate locations of the park.
4. The travel trailers in the north of the park must all be connected to a single water meter.
5. The Special Use Permit shall meet all applicable regulations as set out in Section 27-42 of the City Ordinance on travel trailer camps.
6. Travel trailers coming into the park can stay for a maximum of nine (9) months enforceable by the owner.
7. There shall be landscaping and green area separating the mobile homes from the travels as indicated by the applicant.
8. The owner shall provide security for both the travel trailers and mobile homes in the park.

IN WITNESS WHEREOF, the City Manager of the City of Cape Girardeau, Missouri, affixes his signature this 20th day of October, 2009.



Scott A. Meyer
City Manager





L. Conrad
City Clerk

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

On this 20th day of OCTOBER, 2009, before me appeared Scott A. Meyer, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Cape Girardeau, Missouri, a Municipal Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City and that the said instrument was signed and sealed in behalf of said City by authority of its City Council and acknowledged said instrument to be the free act and deed of said City.

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



LaDonna Laub, Notary Public

My Commission Expires:
August 4, 2011



LADONNA LAUB
My Commission Expires
August 4, 2011
Scott County
Commission #07462254

Special Use Permit Transfer Request 3020 Boutin Drive



3020 Boutin Drive

Boutin Dr

Perryville Rd

Sue Anne's Trail

Buckeye Circle

Legend

Parcels



CITY of CAPE GIRARDEAU

Created by: Development Services
March 18, 2019

Staff: Kelly L. Green, P.E., City
Agenda: Engineer
3/18/2019

AGENDA REPORT
Cape Girardeau City Council

19-065

SUBJECT

Acceptance of public improvements to serve The Lochs at Dalhousie Phase V in the City of Cape Girardeau.

BACKGROUND/DISCUSSION

EED Development, LLC constructed public improvements to serve the The Lochs at Dalhousie Phase V. The improvements consisted of water, sanitary sewer, and street infrastructure to serve The Lochs at Dalhousie Phase V in the City of Cape Girardeau.

Water

1,130 L.F. of 8 inch C-900 PVC Water Line
3 - Fire Hydrant Assembly

Sanitary Sewer

5 - Standard Manholes
908 L.F. of 8" SDR-35 PVC Sanitary Sewer Forced Main

Street Infrastructure

1,107 L.F. of concrete street extension for Cardrona Drive

The improvements are complete and ready to be accepted into the City's system. These improvements were inspected by City Staff and were completed generally in accordance with the approved plans.

FINANCIAL IMPACT

The improvements were installed by private contract. Once accepted into the City system, the City will be responsible for routine maintenance and, if necessary, any repairs.

STAFF RECOMMENDATION

Staff recommends the Council accept, by motion, the public improvements to serve The Lochs at Dalhousie Phase V into the City's System.

ATTACHMENTS:

Name:

[5355 N-643 - Lochs - Phase 5 - Asbuilt Record Plans 02-19-2019 FINALS \(2\).pdf](#)

Description:

The Lochs at Dalhousie Phase V - Asbuilt Record Plans

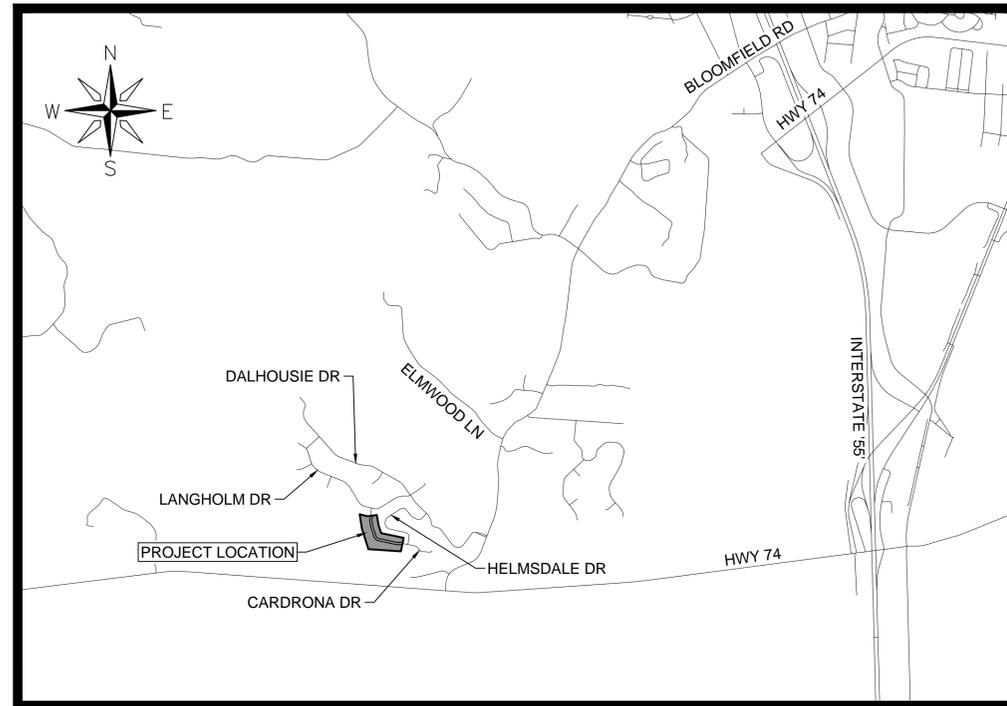
RECORD PLANS FOR THE LOCHS AT DALHOUSIE - PHASE V

CITY OF CAPE GIRARDEAU, MISSOURI



SUBDIVISION AND LOT INFORMATION

NO PORTION OF THE SUBDIVISION FALLS WITHIN THE SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (100-YR FLOOD), AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0263E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.



LOCATION MAP

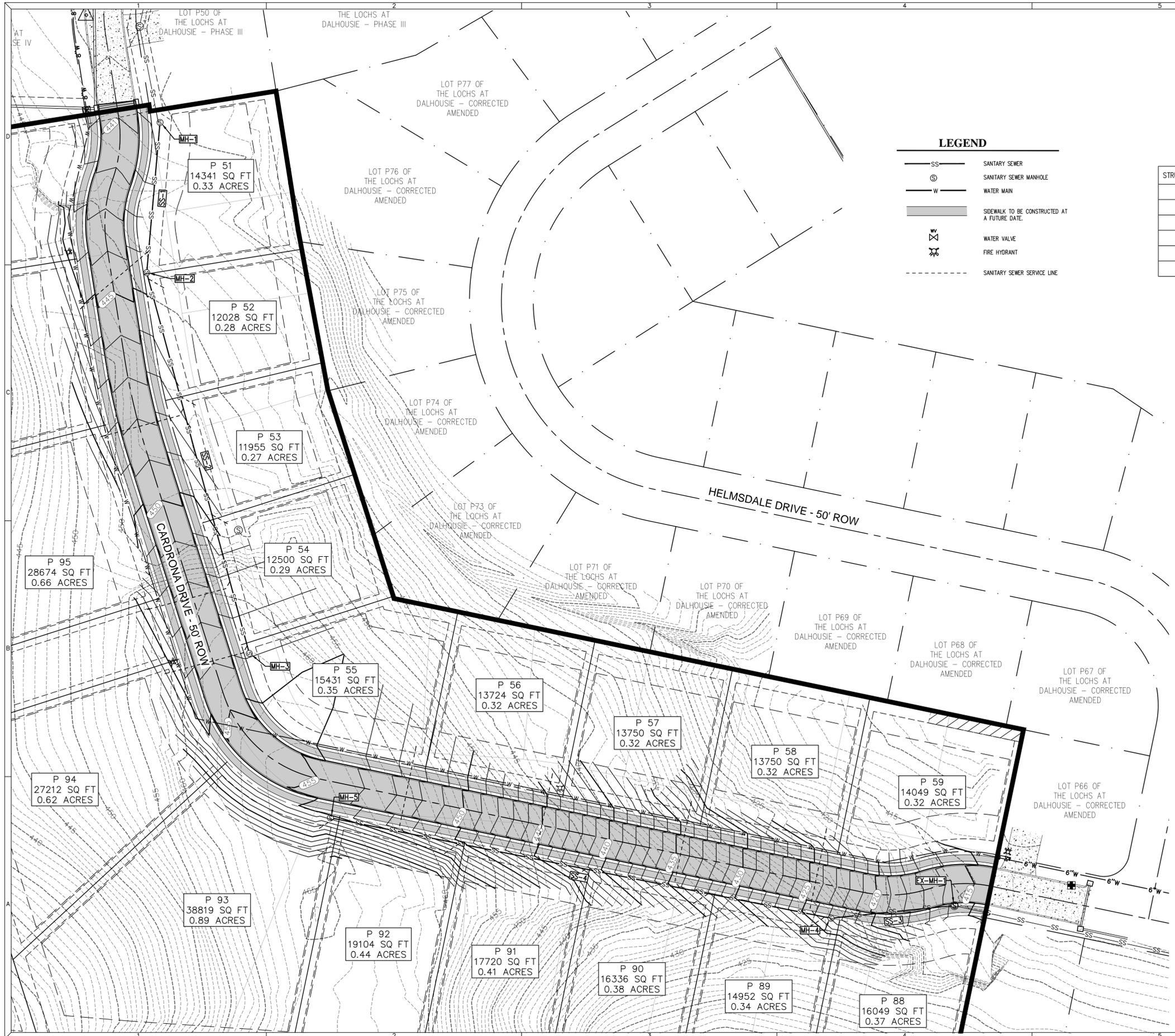
NOT TO SCALE

SHEET INDEX

R0.1	COVER SHEET
R1.0	KEYED SHEET
R1.1	WATER MAIN PLAN AND PRO
R1.2	WATER MAIN PLAN AND PRO
R1.3	SANITARY SEWER PLAN AND
R1.4	SANITARY SEWER PLAN AND

K O E H L E R

ENGINEERING & LAND SURVEYING, INC.
194 COKER LANE
CAPE GIRARDEAU, MO 63701
PH: (573) 335-3026
WWW.KOEHLERENGINEERING.COM
KELS PROJECT NUMBER: 36796



LEGEND

- SS SANITARY SEWER
- SM SANITARY SEWER MANHOLE
- W WATER MAIN
- SH SHEDDING
- WV WATER VALVE
- FH FIRE HYDRANT
- SS-SL SANITARY SEWER SERVICE LINE

AS-BUILT SANITARY SEWER

STRUCTURE NAME	DESCRIPTION	RIM ELEV	IN'
EX-MH-1	EXISTING MH	415.80	403.0
MH-1	STANDARD MANHOLE	441.50	427.0
MH-2	STANDARD MANHOLE	445.02	430.0
MH-3	STANDARD MANHOLE	453.99	
MH-4	STANDARD MANHOLE	423.91	409.0
MH-5	STANDARD MANHOLE	455.49	

AS-BUILT SANITARY SE

PIPE NAME	SIZE & TYPE	LENG'
SS-1	8" PVC PIPE	113.89
SS-2	8" PVC PIPE	304.25
SS-3	8" PVC PIPE	93.31
SS-4	8" PVC PIPE	396.01

SANITARY SEWER WY

MH-1 TO MH-2
 STA: 1+01, RIGHT, 45° BEND, EXT

MH-2 TO MH-3
 STA: 0+05, LEFT, EXT
 STA: 1+00, LEFT, EXT
 STA: 1+10, RIGHT, 45° BEND, EXT
 STA: 1+96, LEFT, EXT
 STA: 2+50, RIGHT, 45° BEND, EXT
 STA: 3+02, RIGHT, 45° BEND, EXT

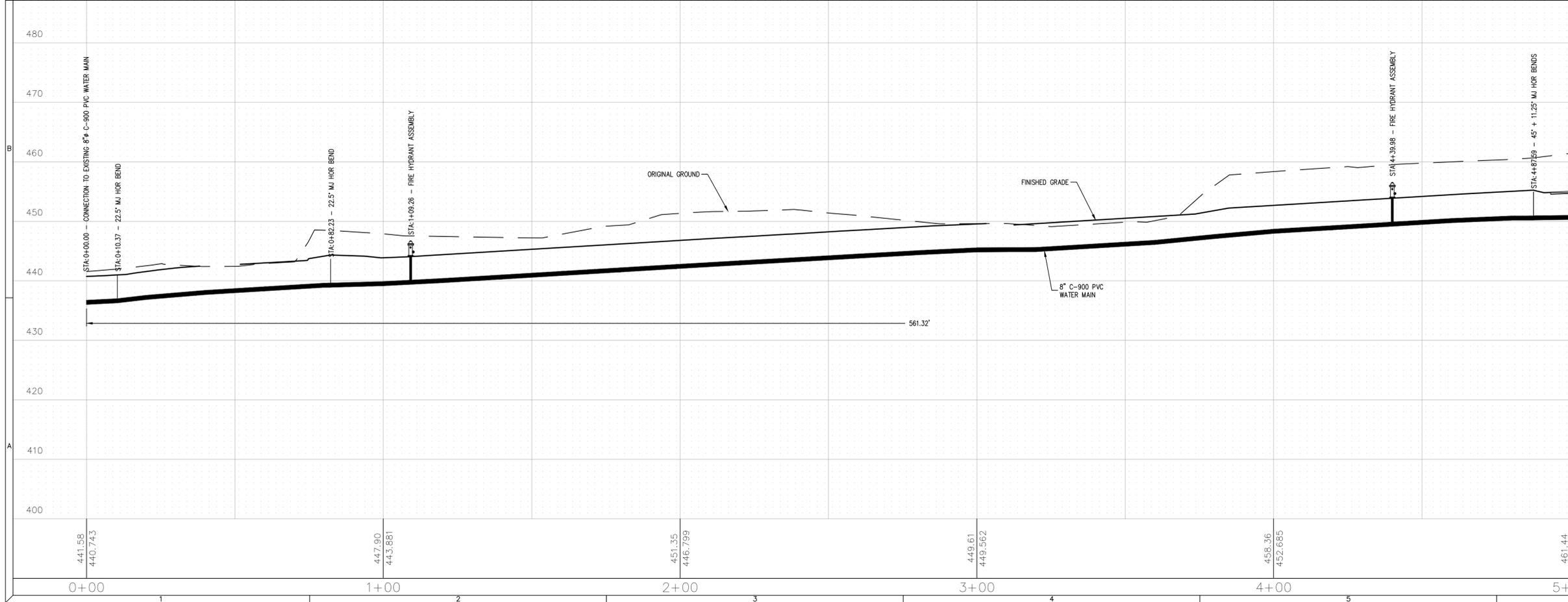
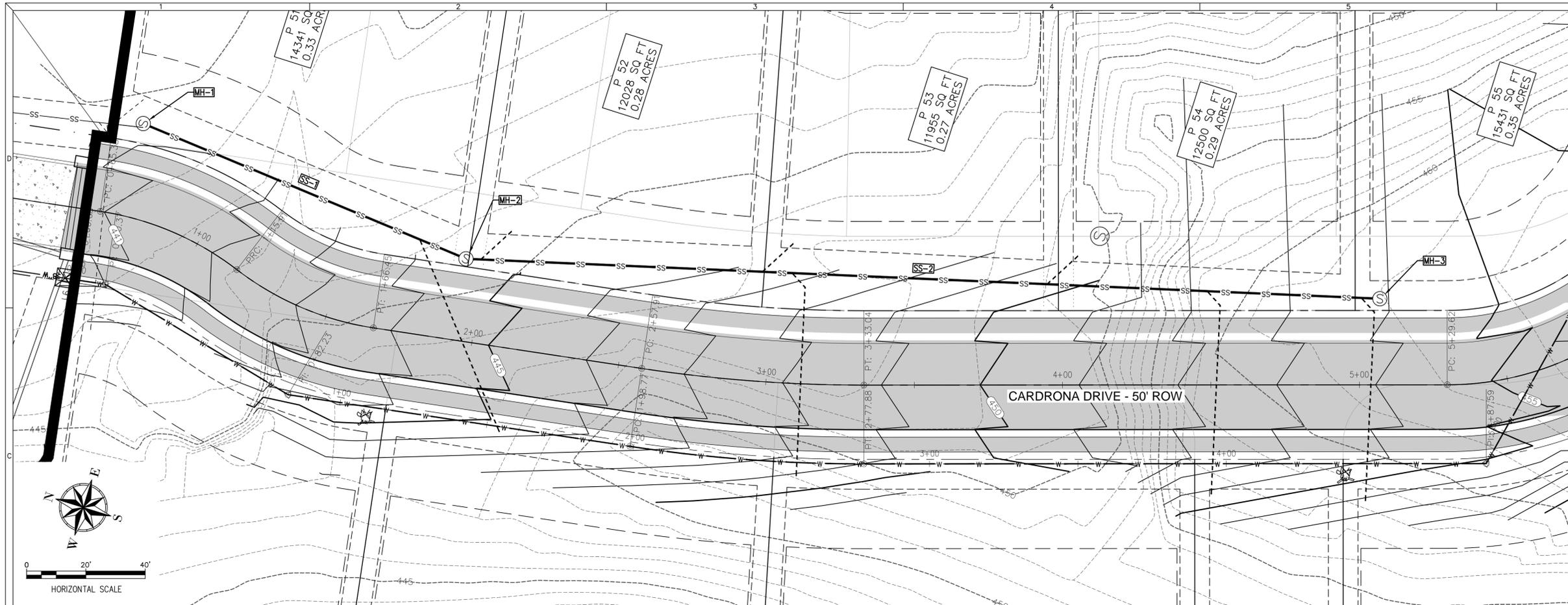
MH-4 TO MH-5
 STA: 0+05, LEFT, EXT
 STA: 0+13, RIGHT, 45° BEND, EXT
 STA: 0+98, LEFT, EXT
 STA: 1+21, RIGHT, 45° BEND, EXT
 STA: 1+96, LEFT, EXT
 STA: 2+32, RIGHT, 45° BEND, EXT
 STA: 2+97, LEFT, EXT
 STA: 3+41, RIGHT, 45° BEND, EXT
 STA: 3+97, LEFT, EXT

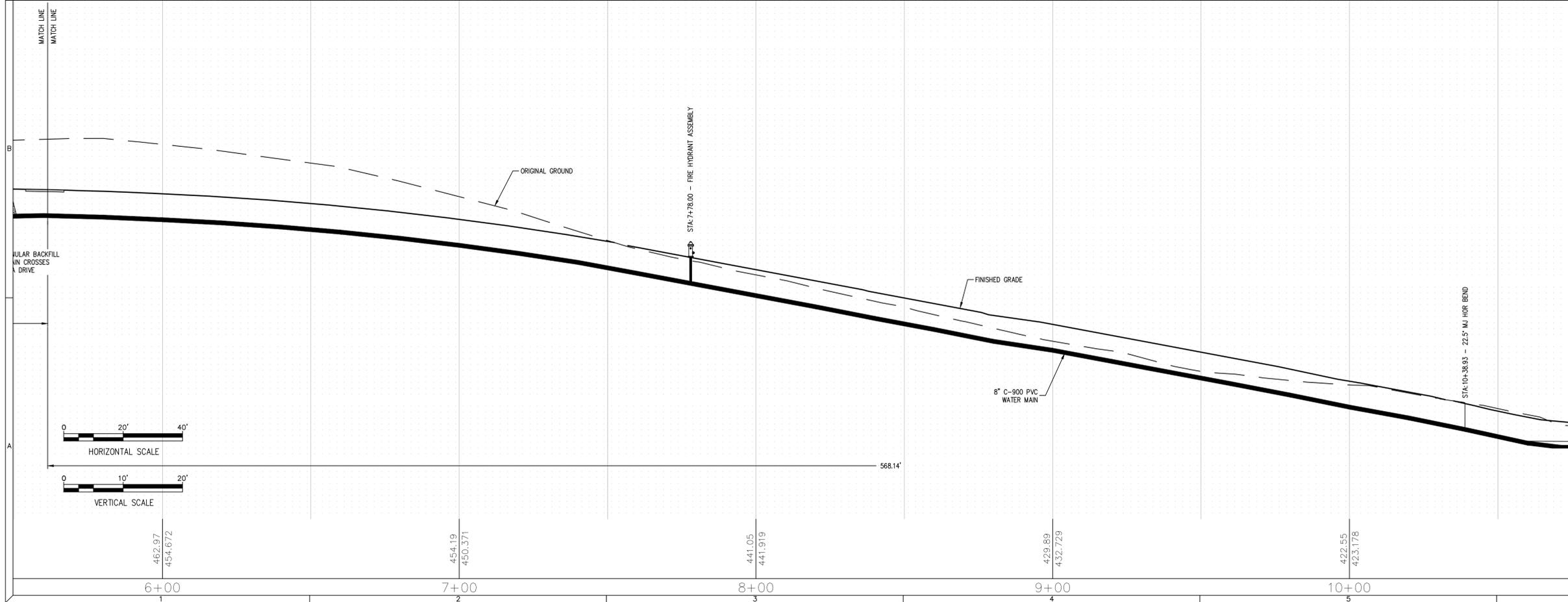
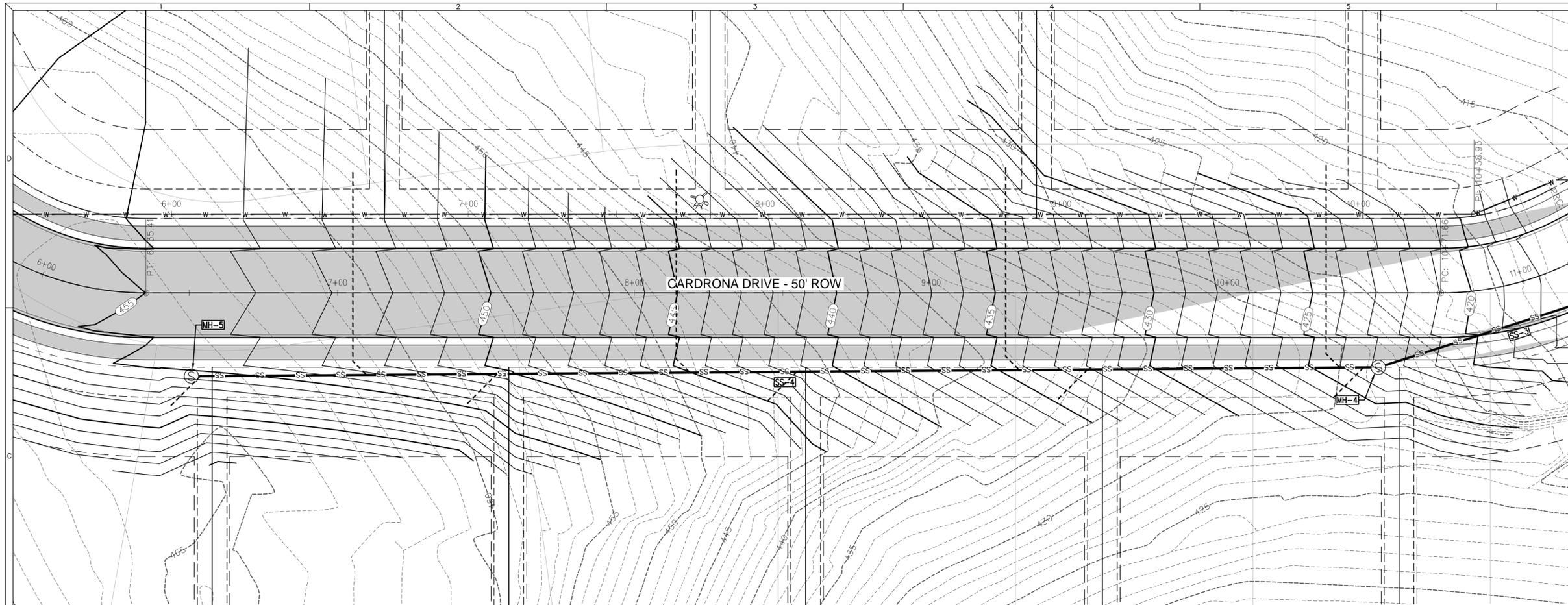
* LOTS 51, 59, 88, AND 97 ARE SERVED BY PREVIOUS PHASES OF DALHOUSIE.

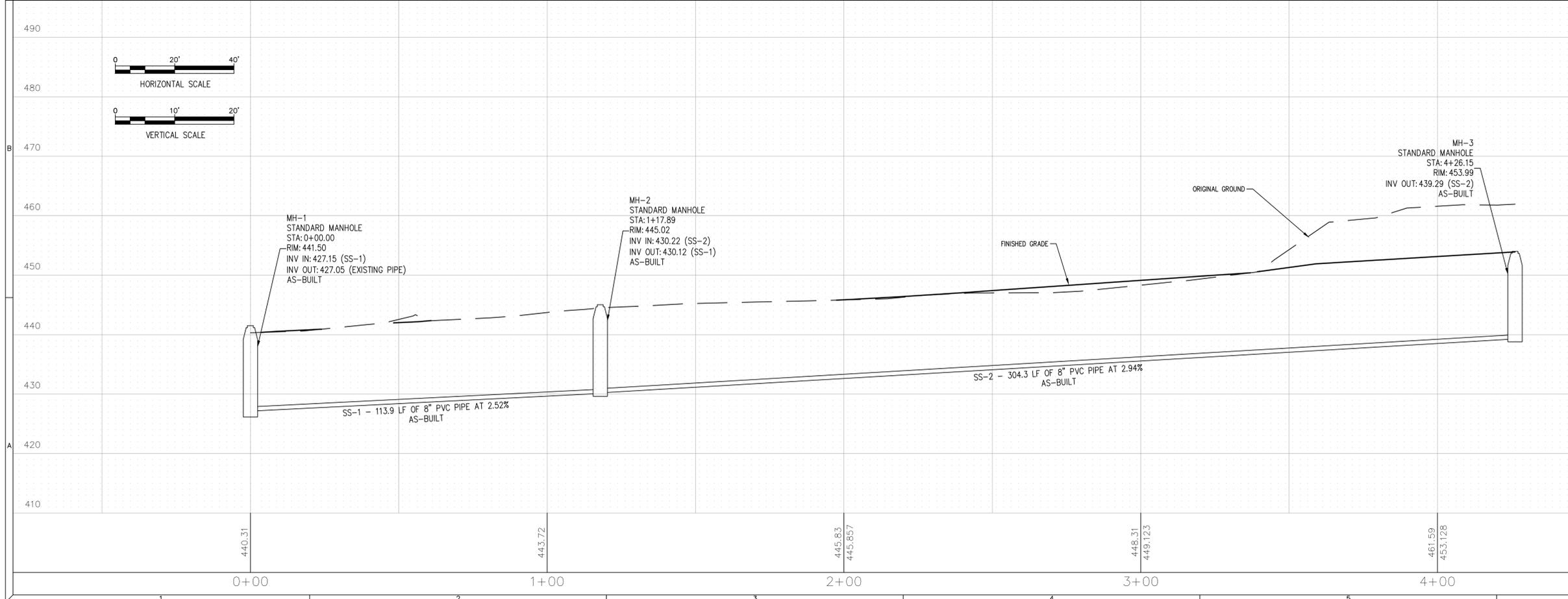
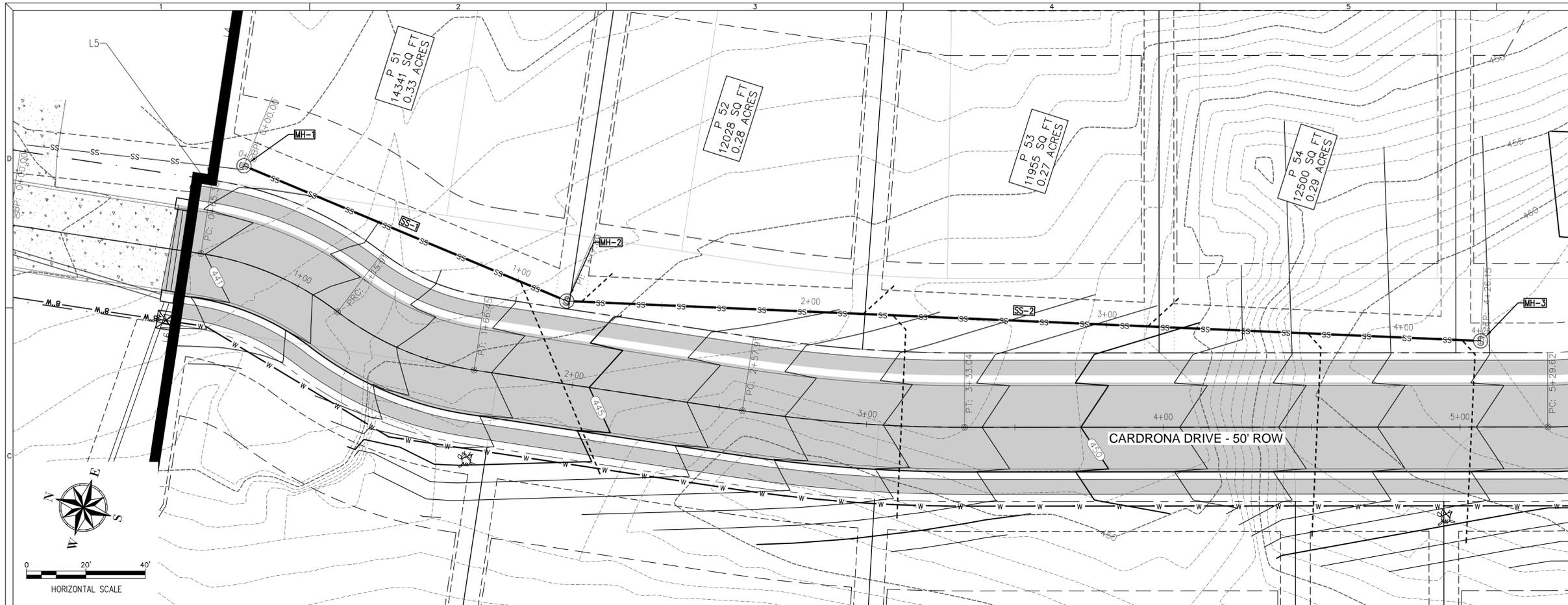
QUANTI

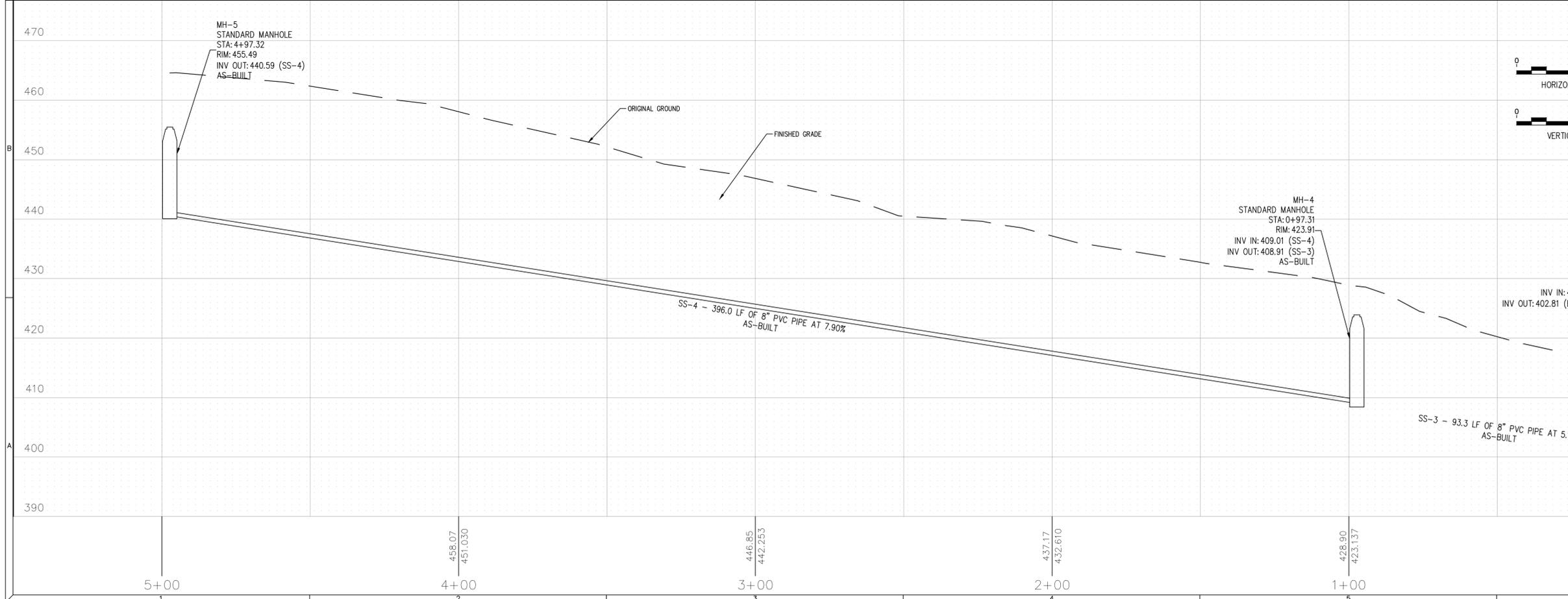
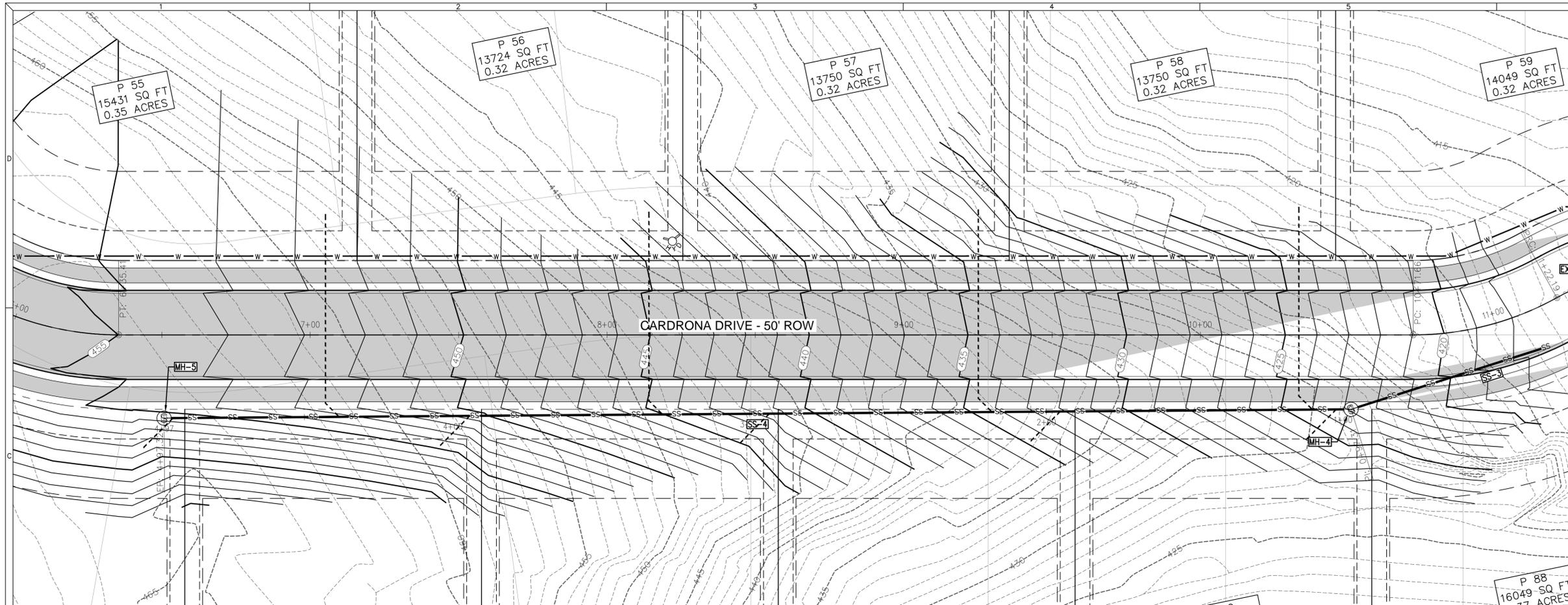
- # ITEM DESCRIPTION
- 1. 8" C-900 PVC WATER MAIN
- 2. CONNECTION TO EXISTING WATER MAIN
- 3. 8" HORIZONTAL BEND WITH THROTTLE
- 4. 8" TO 6" REDUCER
- 5. HYDRANT ASSEMBLY
- 6. SANITARY SEWER MANHOLE
- 7. 8" SDR-35 PVC SEWER MAIN
- 8. 4" SDR-35 PVC SANITARY SEWER
- 9. 8" BY 4" PVC SANITARY SEWER
- 10. STREET PAVEMENT

THE S.D. HEREON RECORDED INDICATES INSPECTED SIDEWALK









Staff:
Agenda: 3/18/2019

AGENDA REPORT
Cape Girardeau City Council

SUBJECT

Advisory Board Minutes

- . Airport Advisory Board Minutes, February 12, 2019
- . Parks and Recreation Advisory Board Minutes, February 11, 2019
- . Red House Interpretive Center Minutes, February 7, 2019
- . SEMPO Technical Planning Committee Minutes, February 6, 2019

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ATTACHMENTS:

Name:

- [AirportBoard-Minutes 02-12-19.pdf](#)
- [PR Advisory Minutes 2.11.19.pdf](#)
- [Red House - Draft Feb 7 2019 Minutes-2.pdf](#)
- [SEMPO Minutes TPC 2019 02 06 DRAFT.pdf](#)

Description:

- Airport Advisory Board Minutes
- Parks and Recreation Advisory Board Minutes
- Red House Interpretive Center Minutes
- SEMPO Technical Planning Committee Minutes

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AIRPORT BOARD MINUTES

February 12, 2019

Sandy's Place Restaurant

Members Present: Jeff Brune, Ryan Dewrock, Joe Hobbs, Richard Knote, Brian Ozark, Mark Seesing, Joe Uzoaru, Mark Welker

Others Present: Bruce Loy, Airport Manager; Katrina Amos; Deputy Airport Manager; Julia Dacy, Air Show Military Coordinator; Eli Bohnert, SEMO Student; Andrew Bohnert, SEMO Student; Alex Voss, SEMO Student; Wade Boggs, SEMO Student; Mark Bliss, Southeast Missourian

I. Minutes of Previous Meeting:

The meeting was called to order at 11:35am. Mr. Brune moved and Mr. Welker seconded the motion to approve the minutes from the January 8, 2019 meeting. The motion was approved with a unanimous vote.

II. Appearances:

III. Old Business:

A. Airport Activity Report – Mr. Loy presented the January 2019 Airport Usage Report. The airline had 643 enplanements for the month compared to 347 the previous year. Mr. Loy noted the numbers could have been better if not for a variety of weather related and technical cancellations. Out of 81 scheduled landings, only 68 were completed. Due to some of the cancellations, several Paducah passengers were able to drive to Cape Girardeau and board the flight, which increases our enplanement numbers. Mr. Loy stated he will continue to monitor the load factor numbers in comparison with Paducah.

Mr. Loy also reported that airport traffic was up for the month, mostly due to helicopter traffic.

B. Cape Aviation Report – Mr. Loy presented the Cape Aviation Report to the Board. Mr. Irwin stated current fuels sales are on trend with previous years. The new jet fuel truck lease is being finalized and Mr. Irwin hopes to add it to the fleet soon. There was no other discussion on this topic.

C. Project Update –

- **Hangar Discussion** – Mr. Loy informed the Board that Molly Mehner, deputy city manager, gave a presentation to City Council concerning the Penzel Construction proposal. This proposal is to design a set of 26 t-hangars to take the place of the set of 18 t-hangars, known as the Air Evac hangars. The proposal states that Penzel Construction will build and sell the units for \$56,500 each for a total of \$1.7 million. The city manager's office sent out a letter to prospective buyers detailing the scope of the project to determine if there is interest. Interested parties are required to submit a refundable deposit

of \$5,000 to secure their hangar space. The deadline for responses and deposits is March 1st. Discussion continued on this topic.

- **2019-2024 CIP Program Update** – Mr. Loy informed the Board that the airport’s Capital Improvement Program (CIP) projects have been re-prioritized to reflect the needs of restructuring the airline secured holding area as well as terminal building roof repairs. There have been discussions with city management about the possibility of adding the airport to the Transportation Trust Fund projects in 2020. In addition, it is also being considered to use the CIP tax as a potential funding source. Mr. Seesing asked if the funding would be available for infrastructure. Mr. Uzoaru replied the City Council has stated it is committed to improving the infrastructure; the dilemma remains concerning hangar construction. Mr. Uzoaru noted if money is not available for this, staff can only work with available funds. Discussion continued on this topic.
- **Air Festival Update** – Mr. Loy informed the Board that sponsorships are going well, however the responses have been slower than he would like. He reported that Plaza Tire Service has committed at the Saluting sponsor level. Mr. Dewrock reported the auto dealer sponsorship is confirmed and there will be a meeting in the next couple of weeks to discuss the sponsorship level and number of cars they will be able to provide.

Mr. Loy asked Ms. Julia Dacy, air show military coordinator, to provide an update on the show planning. Ms. Dacy reported that things are going well. She indicated the deadline for the 90 and 60 day appendices from the Blue Angels support manual are fast approaching. She commended Mr. Irwin and Mr. Seesing for their efforts in securing the support equipment for the team. Ms. Dacy noted that she and Mr. Loy are working to finalize the performer lineup and static displays in the next couple weeks. Ms. Dacy is working on B-2 fly-by as well as other military participation.

Ms. Dacy stated the air show team is also working to finalize the outreach portion of the Blue Angel’s schedule, noting that their main focus is recruiting and retention. She welcomed any feedback on possible groups and organization the Board could recommend for possible recruitment opportunities.

- **New Board Member Appointment** – Ms. Amos informed the Board that it was time to recommend a new Board appointee to fill the seat vacated by Paul Mingus. After reviewing all potential candidates, Mr. Welker moved and Mr. Uzoaru seconded a motion for the Board to recommend that City Council appoint Justin Davidson to the Airport Advisory Board. All were in favor.

IV. New Business

V. Non-Agenda

Adjournment:

There being no other business, Mr. Knotte moved to adjourn the meeting and Mr. Uzoaru seconded the motion. All were in favor. The meeting was adjourned at 12:42pm.

Minutes prepared by

Katrina Amos
Deputy Airport Manager

(DRAFT)

Parks and Recreation Advisory Board Meeting Monday, February 11, 2019

The Parks and Recreation Advisory Board held their regular meeting on February 11, 2019, at 5:30 p.m. at the Osage Centre.

Board Members Present:

Percy Huston, Chairman
Roger Hudson, Vice Chairman
Ken Stilson, Secretary
Brad Labruyere, Board Member
Gunnar Knudson, Board Member
Tracey Glenn, Board Member
Peter Frazier, Board Member
David Cantrell, Board Member
Kevin Noel, Board Member

Staff Present:

Julia Jones, Director of Parks and Recreation
Penny Williams, Recreation Division Manager
Scott Williams, Recreation Division Manager
Brock Davis, Parks Division Manager
Stacey Welter, Administrative Secretary

Absent: Anne Dohogne, Beverly Evans, Dan Presson

1. WELCOME / INTRODUCTIONS

Chairman Huston called the meeting to order.

2. OLD BUSINESS

A. Approval Of Minutes

Chairman Huston asked for the approval of the minutes from January 14, 2018. Tracey Glenn motioned to amend the minutes as discussed. Kenn Stilson requested a motion to approve the minutes after the amendments have been made. Dave Cantrell made a motion seconded by Roger Hudson. Motion approved.

B. Minimum Wage Update

Director Julia Jones stated that municipalities are not required to increase minimum wage, however if minimum wage is not increased the market would not be competitive. Currently they are looking to increase employees that are currently at the old minimum wage to the new minimum wage amount. In order to offset these increases, fee increases will be implemented throughout the department including Cape Splash admission fees. Admissions will increase by \$1. Adult price will be \$8 and Child price will be \$7.

C. Aquatic Facility Discussion

Much discussion was had by the board members about what they are hearing. Kenn Stilson reported that people are really upset about the potential size of the pool only being 25y. Tracey Glenn wants know the current status of Central Pool and have a fact sheet to share with the public. If the pool is not viable, then there needs to be facts to support that. Recreation Manager Penny Williams gave a summary of the pool's current position. She stated that the pool is experiencing water loss, and if the pool pump went down it would take a long time to replace it because they do not make those parts anymore. They

question how much to invest to prolong the inevitable. Tracey stated that the board needs to get behind this. She would like to see a fact sheet on Central Pool for the public.

3. NEW BUSINESS

A. Naming of Skate Park Process

- i. Division Manager Brock Davis reported that they met with Percy Huston and Kevin Noel from the Cape Noon Optimist Club to discuss the name of the park. They agreed upon the "Cape Noon Optimist Wheel Park". The club made a significant donation to make the skate park possible. Direct Jones will get the official name on the agenda for the City Council to approve.

B. LWCF Grand Application for Capaha Park

- i. Director Jones reported that she is submitting a grant application through the Conservation Department to help fund the Capaha Pond Project. If done by the standards requested, the city could receive reimbursement for 75% of costs.

C. Tree Board/KCB Joint Project

- i. Division Manager Brock Davis reported that on Arbor Day (April 5th) the tree board would be planting trees behind the Osage Centre along the trail to coincide with the tree identification panels. They are currently working on the panel design. This project is being funded by the Keep America Beautiful grant.

4. REPORTS

A. Parks and Recreation Project Updates

- i. **Capaha Park Phase 2 and Ballfield** – Parks Division Manager Brock Davis reported weather has been a problem. SEMO starts games this Friday. Light installation has been delayed because of the weather. They plan to have the project finished by June 1st. David Cantrell would like Mark Hogan to present to the park board at a future meeting.

B. Golf Course Advisory Board

- i. Parks Division Manager Davis reported that they have been closed due to weather. They have started fertilizer.

C. Tree Advisory Board

- i. Previously Reported

D. Red House Interpretive Center Committee

- i. Director Jones reported that they had previously met at the Red House to review the current exhibits and discuss new ideas.

E. Parks and Recreation Foundation

- i. Kevin Noel reported that the Sports Banquet was still being talked about. People are amazed at the level of the production for the event.

F. Council Report

- i. Councilman Dan Presson relayed the message that they were working on the Capital Improvement Plan and TTF6.

G. Monthly Staff Report/Calendar Update

- i. Staff briefs were handed out to board members to review. Recreation Division Manager Penny Williams reported on the upcoming events. The Polar Bear Plunge had 134 plungers, raising \$137,000. Super Kids Race Day had a great turn out with over 150 participants. The Valentine's Dance had over 200 participants, and the Father Daughter Dance had over 1000

participants.

H. Other Items

- i. David Cantrell reported that he and fellow board members, Gunnar Knudson and Brad Labruyere met with parks staff to review the current By-Laws. When revisions are made it will be presented to the board. Mr. Cantrell would like the current By-Laws to be sent to the board for review.
- ii. Director Jones explained that call-in's will no longer be accepted for attendance. If a board member is unable to attend they will have to face time or skype in order for the attendance to count.

4. OTHER BUSINESS

A. Next Board Meeting

The next board meeting is scheduled for March 11th, at the Osage Centre.

6. ADJOURNMENT

There being no further business, the meeting was adjourned with a motion from Kenn Stilson and seconded by David Cantrell. Motion passed. Meeting adjourned.

Submitted by:

Kenneth Stilson, Secretary

(DRAFT)

RED HOUSE INTREPRETIVE CENTER

February 7 2019

The Red House Interpretive Center Board met at the Red House at 3:30 p.m. on February 7, 2019.

Present:

Brenda Schloss, Chairman Linda Nash, Board Member Julia Jones, Director of P & R
Dana Deisher, Board Member Christy Mershon, Board Member Stan Downs, Board Member
Lisa Seyer, Adm. Secretary

Board Absenteeism:

Debra Baughn, Board Member (PN)
Stan Baughn, Board Member (PN)
Beverly Hahs, Rose Hill Garden (NN)
Dr. Frank Nickell, Board Member (NN)

Guest:

INTRODUCTIONS:

I. APPROVAL OF MINUTES: January 3, 2019 Minutes.

The January 3, 2019 minutes were approved with a motion from Dana Deisher and seconded by Linda Nash. Motion approved.

II. NEW BUSINESS:

1. New Board Member Positions

The Board Members discussed advertising the open Board positions online. Julia noted that applications for the open positions could be completed online and forwarded to the Board for consideration, but suggested tabling this for the next meeting.

2. Speaker Series Update

Julia noted the deadline for the next Play Cape would be March and suggested that any Speaker Series be submitted as early in March as possible in order to be published.

III. OLD BUSINESS

1. New Display Subcommittee

The Board Members revisited new interpretive displays for the Red House. The subcommittee is Linda Nash, Stan Baughn and Deb Baughn. There was discussion of moving the pie safe into the trading post in order to expose the window behind it, rearranging the desk and table in the room, as well as rearranging some of the pictures on the wall and above the mantle. These are minor changes that could be made without cost to freshen up the Red House.

Christy brought up that Missouri did away with Common Core. Because of this, she suggested waiting on making drastic changes to the interpretive displays in regards to grades fourth through sixth that come in for school field trips until seeking some interpretive guidance from Dr. Joel Rhodes on what should be done or changed. There is a possibility that Dr. Rhodes and his students could devote a semester working on any display changes as a project, so as a group the Board decided that it would be a good idea for the subcommittee and SEMO students to work together on this project, and table this until the next meeting.

The Board decided to put a list of items together for traveling trunks that will coincide with the interpretive displays for schools and groups to check out in preparation to their visit to the Red House.

Christy discussed marketing strategies for the Red House, such as hosting two big annual events for boat group destinations and for statewide advertising purposes. To build visitation and market the Red House as a destination site, we need events that are consistent and repetitive for to meet publication deadlines for annual statewide advertising.

The Board discussed recent CVB Historic Tours with Drury Hotels that were held in the Red House without any prior Board knowledge. The Board felt that at least one Board member should know about such tours prior to them happening to guide what is being interpreted as it was discovered that there were inconsistencies in what

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had been focused on during these tours (more Lorimer vs. trading post focus). Julia will let Nicolette Brennan in Public Information with the City of Cape know about this for future tour reference.

During discussion of the recent CVB tours, additional discussion of docent terminology and interpretation regarding trigger points like Indians and scalping behavior was brought up. Christy noted that it would be a good idea to review our docent scripts, and have a meeting with our docents regarding sensitivity issues in presenting historical accuracy in a more sensitive manner. Linda Nash will contact Dr. Cribletz to look over our scripts and help with rewriting it in such a manner. Brenda Schloss also noted to keep in mind that we are here to interpret the past as it was, but be sensitive to the present. The Board agreed.

IV. REPORTS

1. December Staff Briefs

The February Staff Briefs were distributed to the members' review.

2. Docent Report

No report

2. Rose Hill Garden Report

No report

V. OTHER BUSINESS

Discussion about possible online docent signups was held using a free site called Signup.com. Christy noted that she uses this for the Glenn House with success. There is also an app for your phone or tablet. Docents are able to check for available dates online, be sent a confirmation email after signup, and receive reminders of their commitment dates. This app also tracks volunteer hours for grant writing purposes. The Board expressed interest in this and will look at the site for possible discussion next month. Since we are looking at making changes to our current docent scripts, this might be a good time to make changes to this as well.

Stan Downs offered to take some of the large framed pictures of the Red House that were found at Parks and Rec to some of the area businesses—restaurants, hotels, CVB, City Hall, the Glenn House, etc. to see if they can be displayed there at no charge to the business. There are so many of these framed pieces and they are so large, it is doubtful the average consumer would buy them, so hopefully we can promote the Red House in some manner this way with them. Julia said it appears no one ordered them and they have not been paid for either—no one knows the origin or story behind how we got these pieces.

VI. ADJOURNMENT

There being no further discussion the meeting adjourned at 4:55 pm with a motion from Dana Deisher and second from Stan Downs. Motion passed. The next meeting will be held on Thursday, March 7, 2019 at the Osage Centre.

Respectfully submitted,

Lisa Seyer, Recording Secretary



TECHNICAL PLANNING COMMITTEE MEETING MINUTES

February 6, 2019

Osage Centre – Cape Girardeau, MO

Technical Planning Committee (TPC) Voting Members Present:

Ms. Hannah Barnett, Bootheel Regional Planning & Economic Development
Commission (Bootheel RPC)
Mr. Rodney Bollinger, City of Jackson
Mr. Drew Christian, Southeast Missouri Regional Planning & Economic Development
Commission (SEMO RPC)
Mr. Cary Harbison, Southeast Missouri Regional Port Authority (SEMO Port) (alternate
for Ms. Mandi Brink)
Mr. Alex McElroy, City of Cape Girardeau
Mr. Larry Payne, Cape Girardeau County (alternate for Mr. Charlie Herbst)
Mr. Mark Phillips, Cape Special Road District
Mr. Kirk Sandfort, Southeast Missouri State University (SEMO University)
Ms. Kelley Watson, Cape Girardeau County Transit Authority (CTA)

Technical Planning Committee (TPC) Non-Voting Members Present:

Mr. Joe Killian, Missouri Department of Transportation (MoDOT)
Mr. Brian Okenfuss, Missouri Department of Transportation (MoDOT)
Ms. Betsy Tracy, Federal Highway Administration (FHWA) – IL Division (via
teleconference)
Ms. Eva Voss, Missouri Department of Transportation (MoDOT) (via teleconference)

Staff Present:

Mr. Ryan Shrimplin, City of Cape Girardeau

Program Administration/Support Consultant Present:

Ms. Kelly Green, KLG Engineering

Call to Order

Chairman Bollinger called the meeting to order at 11:00 a.m.

Introductions

The group went around the room, with each person giving a brief introduction.

Public Comments

There were no public comments.

Adoption of Agenda

The agenda of the February 6, 2019 Technical Planning Committee Meeting was unanimously approved upon motion made by Mr. McElroy and seconded by Mr. Phillips.

Approval of Minutes

The minutes of the January 2, 2019 Technical Planning Committee Meeting were unanimously approved upon motion made by Ms. Barnett and seconded by Mr. Phillips.

Communications from the Chairman

There were no communications from the Chairman.

New/Unfinished Business

- **Public Participation Plan Amendment No. 3 – Motion to release for public comment**

Mr. Shrimplin presented the third amendment to the Public Participation Plan (PPP). He explained that since the last TPC meeting, the amendment has been revised to add language clarifying that changes in a TIP project's total programmed amount resulting in a decrease by any amount qualifies as an administrative modification. A motion was made by Mr. Payne and seconded by Mr. Phillips to release Public Participation Plan Amendment No. 3 for public comment, which passed unanimously.

- **MoDOT Presentation**

Mr. Shrimplin stated that the MoDOT presentation scheduled for today's meeting has been cancelled by the presenter due to illness.

Member Reports

City of Cape Girardeau – Mr. McElroy reported that the conceptual design for the Independence Street improvements from Gordonville Road/East Rodney Drive to Caruthers Avenue is nearing completion. The City has hired BFA, Inc. for the design of the Sprigg Street improvements from William Street to Broadway.

City of Jackson – Mr. Bollinger reported that construction of the East Main Street/Oak Hill Road traffic signal is underway. Cochran Engineering recently presented a preliminary design for the East Main Street/Shawnee Boulevard roundabout to the Board of Aldermen. Acquisition will begin soon. Crews are relocating electric and water lines at the site of the Center Junction Diverging Diamond Interchange (DDI) project.

Cape Special Road District – Mr. Phillips reported that a bid opening for the annual asphalt overlay work is scheduled for next Tuesday.

CTA – Ms. Watson reported that CTA is preparing applications for the next rounds of grants.

SEMO University – Mr. Sandfort stated that there is nothing new to report.

SEMO Port – Mr. Harbison reported that construction work at the Port has been delayed due to inclement weather.

SEMO RPC – Mr. Christian reported that development of the TIP website is nearing completion. He will begin loading the project data soon.

Bootheel RPC – Ms. Barnett reported that the Hazard Mitigation Plans are complete. A MoDOT Cost Share application will be submitted for an intersection improvement project at Route 25 and Route Y in Stoddard County. She discussed the state of uncertainty due to the federal government shutdown.

MoDOT – Mr. Killian reported that the low bidder on the bridge rehabilitation project on Route 34 over the Mississippi River (Bill Emerson Memorial Bridge) was Phillips Hardy, Inc. The contract award will go before the Missouri Highways and Transportation Commission (MHTC) today. Work on the Route W culvert extension will begin in February; the contractor has 21 days to complete it.

MoDOT – Mr. Okenfuss reported that the plans for the Center Junction DDI are being finalized. Construction is scheduled to begin in August. MoDOT will not reduce any lanes on I-55 until June of 2020. The northbound bridge will be demolished first; the northbound lanes will be moved head-to-head with the southbound lanes.

IDOT – Ms. Tracy reported that the application deadline for the Infrastructure for Rebuilding America (INFRA) grant program is March 4th.

MoDOT – Ms. Voss reported that MoDOT's Annual Statewide Planning Partners Meeting is February 8th.

Staff Report

Ms. Green gave a recap of a meeting held on January 9th to discuss the I-55 interchange at Exit 93. Those in attendance included Ms. Green, Mr. Okenfuss, Mr. Phillips, Mr. Shrimplin, Mr. John Mehner with Cape Girardeau Area MAGNET, Ms. Casey Brunke with the City of Cape Girardeau Public Works Department, and Mr. Earl Norman with Benton Hill Investments. The following items were noted in the meeting:

1. Flooding
 - a. MO74 west of the interchange floods.
 - b. South Sprigg Street east of the interchange floods in some locations.
2. Access
 - a. One of the northbound exit ramps from I-55, Exit 93A, is confusing and inconvenient.

- b. The southbound flyover ramp splits, with one lane leading to the interstate and the other lane leading to MO74. This causes confusion for drivers who are unfamiliar with the interchange.
3. The bridges have height restrictions.
4. There are currently two northbound exits from I-55 (Exits 93A and 93B). These could be combined into one with a proper redesign of the interchange. Having a single exit would be beneficial from a maintenance and cost standpoint.
5. Exit 93B and the southbound transition from US61 (South Kingshighway) to the flyover ramp have two separate bridges. These could be combined into one with a proper redesign of the interchange. Having a single bridge would be beneficial from a maintenance and cost standpoint.
6. A redesigned interchange would alleviate some of the traffic on Bloomfield Road.
7. There is still a large amount of undeveloped/underdeveloped land near the interchange. The current interchange design is stifling additional development.
8. When redesigning the interchange, it will be important to consider the various types of traffic, including the trucks serving the heavy industries in the area.

Mr. Okenfuss will share this information with the MoDOT project team and update SEMPO as the project progresses.

Mr. Shrimplin reported that the FHWA Missouri Division recently issued comments on the draft FY 2020 Unified Planning Work Program (UPWP). Most of the comments pertained to the financial tables, especially the federal funding allocations, so coordination with Ms. Voss will be necessary. One of the comments indicated that the federal funds cannot be used for an ADA Self-Evaluation and Transition Plan as proposed in the UPWP, but they can be used for an assessment of public pedestrian systems. Staff will contact Mr. Brad McMahon with FHWA Missouri and Ms. Voss for guidance.

Mr. Shrimplin also reported that a conference call to continue work on the TIP website has been scheduled for next Monday.

Other Business and Communications

There was no other business or communications.

Adjournment

There being no further business, the meeting was unanimously adjourned at 11:30 a.m. upon motion made by Mr. McElroy and seconded by Mr. Phillips.

Respectfully submitted,

Kelly Green, PE